

M19000000510

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

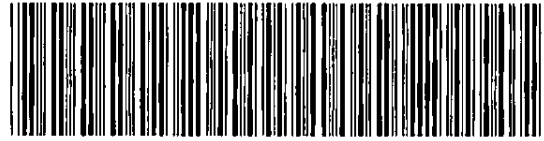
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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CLERK OF STATE  
TALLAHASSEE, FL

**APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY TO FILE  
AMENDMENT TO CERTIFICATE OF AUTHORITY TO TRANSACT  
BUSINESS IN FLORIDA**

**SECTION I (1-4 must be completed)**

1. Name of limited liability Company as it appears on the records of the Florida Department of

State: Send Enterprises, LLC

Enter new principal office address, if applicable: \_\_\_\_\_

(Principal office address

MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable: \_\_\_\_\_

(Mailing address

MAY BE A POST OFFICE BOX)

2. The Florida document number of this limited liability company is: M19000000510

3. Jurisdiction of its organization: Delaware

4. Date authorized to do business in Florida: January 10, 2019

**SECTION II (5-9 complete only the applicable changes)**

5. New name of the limited liability company: \_\_\_\_\_  
(must contain "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida and attach a copy of the written consent of the managers or managing members adopting the alternate name. The alternate name must contain "Limited Liability Company," "L.L.C." or "LLC.")

6. If amending the registered agent and/or registered officer address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent: \_\_\_\_\_

New Registered Office Address: \_\_\_\_\_

*Enter Florida Street Address*

\_\_\_\_\_, **Florida**

*City*

*Zip Code*

New Registered Agent's Signature, if changing Registered Agent:

*I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.*

If Changing Registered Agent, Signature of New Registered Agent

7. If the amendment changes the jurisdiction of organization, indicate new jurisdiction:

\_\_\_\_\_

8. If the amendment changes person, title or capacity in accordance with 605.0902 (1)(e), indicate that change:

See Statement of Authority and exhibits attached hereto and made a part hereof.

\_\_\_\_\_

<u>Title/ Capacity</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
------------------------	-------------	----------------	-----------------------

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9. Attached is a certificate, if required: no more than 90 days old, evidencing the  
aforementioned amendment(s), duly authenticated by the official having custody of records in the  
jurisdiction under the law of which this entity is organized.

DocuSigned by:

Judge Alan S. Fine (Ret.)

Signature of the authorized representative

Judge Alan S. Fine (Ret.)

Typed or printed name of signee

Filing Fee: \$25.00

STATEMENT OF AUTHORITY

Pursuant to section 605.0302(1), Florida Statutes, this limited liability company submits the following statement of authority:

**FIRST:** The name of the limited liability company is: Send Enterprises, LLC

**SECOND:** The Florida Document Number of the limited liability company is: M19000000510

**THIRD:** The street address of the limited liability company's principal office is:

1450 Brickell Avenue

Suite 1900

Miami, FL 33131

The mailing address of the limited liability company's principal office is:

1450 Brickell Avenue

Suite 1900

Miami, FL 33131

**FOURTH:** This statement of authority grants or sets limitations of authority on all persons having the status or position of a person in a company, whether as a member, transferee, manager, officer or otherwise or to a specific person on the following:

1. May execute an instrument transferring real property held in the name of the company.

a. Granted to: Hon. Alan S. Fine (Ret.) as Receiver.

See the Limited Liability Company Affidavit attached as Exhibit A.

b. No authority granted to: LVCGLLC

2. May enter into other transactions on behalf of, or otherwise act for or bind, the company.

a. Granted to: Hon. Alan S. Fine (Ret.) as Receiver.

See the Limited Liability Company Affidavit attached as Exhibit A.

b. No authority granted to: LVCGLLC

DocuSigned by:

Judge Alan S. Fine (Ret.)

356F88B60C51486

Signature of authorized representative

Hon. Alan S. Fine (Ret.) as Receiver

Typed or printed name of signature

Filing Fee: \$25.00

Certified Copy: \$30.00 (optional)

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TALLAHASSEE, FL

**EXHIBIT A**

This Instrument Prepared by:

Evan D. Rosenberg, Esq.  
Berger Singerman LLP  
1450 Brickell Avenue, Suite 1900  
Miami, Florida 33131

**LIMITED LIABILITY COMPANY AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Hon. Alan S. Fine (Ret.) ("**Affiant**"), in his capacity as Receiver of SEND ENTERPRISES, LLC, a Delaware limited liability company, who after being by me first duly sworn, deposes and says:

1. That SEND ENTERPRISES, LLC, a Delaware limited liability company (the "**LLC**"), was formed as a Delaware limited liability company on December 19, 2018, pursuant to the Certificate of Formation with the Secretary of State of the State of Delaware, pursuant to and in accordance with the Delaware Limited Liability Company Act, as amended from time to time Title 6 of the Delaware Code, 18-101 et seq. (the "**Delaware Act**").

2. On January 10, 2019, the LLC filed an 'Application by Foreign Limited Liability Company for Authorization to Transact Business in Florida' with the Florida Secretary of State pursuant to and in accordance with applicable Florida law.

3. The LLC is currently in existence under the Delaware Act, and regulations and has not been terminated or dissolved, and is qualified to transact business in Florida.

4. That on May 9, 2023, and pursuant to the Order Appointing Receiver attached as **Schedule A** hereto (the "**Order Appointing Receiver**"), Affiant was appointed by the Court as the Receiver of the LLC within the meaning of Section 605.0704 of the Florida Revised Limited Liability Company Act (§§ 605.0101 et seq., Fla. Stat.) (the "**Florida Act**") and applicable Florida law, and was authorized by the Court to take immediate possession and control of the LLC together with all of its assets and property (collectively, the "**Send Receivership Assets**") including, without limitation, twenty (20) parcels of real property situated in Miami-Dade County, Florida ("**Send Receivership Real Property**").

5. That pursuant to the Order Appointing Receiver, the powers of the officers, directors, managers, employees, partners, representatives, agents, and shareholders of the LLC were suspended in respect of all matters related to securing, preserving, protecting, and maintaining the Send Receivership Assets, and such persons and entities were and remain divested

of all authority with respect to securing, preserving, protecting, and maintaining the Send Receivership Assets.

6. That on May 30, 2023, and pursuant to the Order Clarifying Receivership Powers attached as Schedule B hereto (the "Order Clarifying Receivership Powers"), the Court clarified that Affiant is empowered to act in the best interests of the Send Receivership Assets to maintain the status quo, preserve and protect same.

7. That on August 3, 2023, and pursuant to the Order Granting Receivers Motion to Expand Receivership Order to Authorize Receiver to Recover Assets attached as Schedule C hereto (the "Order Expanding Receiver's Authority"), the Court granted to Affiant the sole and exclusive authority to manage and control the Send Receivership Assets, and the sole and exclusive authority to control and manage the affairs of the LLC.

8. That the Order Appointing Receiver, the Order Clarifying Receivership Powers, and the Order Expanding Receiver's Authority each remain in full force and effect and have not been modified or changed as of the date hereof.

9. That the Statement of Authority to which this Limited Liability Company Affidavit is attached as Exhibit A (i) is being filed with the Florida Secretary of State, pursuant to and in accordance with Section 605.0302 of the Florida Act and applicable Florida law; and (ii) is being recorded in the official records of the county where the Send Receivership Real Property lies to memorialize the sole and exclusive authority of Affiant in his capacity as Receiver to execute instruments transferring all or any portion of the Send Receivership Real Property held in the name of the LLC, and to enter into other transactions on behalf of, or otherwise to act for or bind, the LLC.

10. Attached as Schedule A is a true and correct copy of the Order Appointing Receiver.

11. Attached as Schedule B is a true and correct copy of the Order Clarifying Receivership Powers.

12. Attached as Schedule C is a true and correct copy of the Order Expanding Receiver's Authority.

13. That Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature.

FURTHER AFFIANT SAYETH NOT.

SEND ENTERPRISES LLC,  
a Delaware limited liability company

By: Alan S. Fine  
Hon. Alan S. Fine (Ret.)  
Court Appointed Receiver

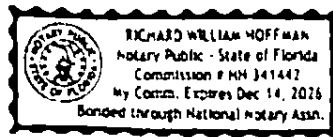
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STATE OF FLA. )  
 ) SS:  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26 day of August \_\_, 2023, by Hon. Alan S. Fine (Ret.), as Court Appointed Receiver of SEND ENTERPRISES LLC, a Delaware limited liability company, on behalf of the LLC. He personally appeared before me, is ☒ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

[SEAL]



[Signature]  
Notary Public, State of Florida  
Name: Richard William Hoffman  
My Commission Expires:

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CLERK OF DISTRICT COURT  
MIAMI, FL

**SCHEDULE A**  
**ORDER APPOINTING RECEIVER**  
**[ATTACHED]**

**FILED**

**2023 AUG 29 AM 8:44**

**CLERK OF COURT  
TALAMON COUNTY**



**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL  
CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO: 2023-014668-CA-01  
SECTION: CA43  
JUDGE: Jennifer D. Bailey

**Send Enterprises LLC**

Plaintiff(s)

vs.

**Set Drive, LLC, a Florida limited liability**

Defendant(s)

\_\_\_\_\_ /

**ORDER APPOINTING RECEIVER**

**THIS CAUSE** came before the Court on May 9, 2023, at 9:15 a.m. upon Defendants/Counter-Plaintiffs' Verified Emergency Motion to Appoint Receiver or for a Temporary Injunction (the "Motion"). The Court has reviewed the Motion, the Court file, heard argument of counsel, and been otherwise fully advised in the premises. it is,

**ORDERED AND ADJUDGED that:**

1. The Motion is **GRANTED** to the extent it seeks the appointment of a Receiver, and the Court reserves ruling on all other motions.

2. This Order shall be effective immediately upon its entry (the "Effective Date").

Accordingly, it is further **ORDERED, ADJUDGED and DIRECTED** that:

3. Appointment. Hon. Alan S. Fine (Ret.), is hereby appointed by the Court as the receiver (the "Receiver") authorized to take immediate possession and control of

(A) SEND ENTERPRISES, LLC ("Send") together with its "Assets"<sup>[1]</sup> and "Property."

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CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

<sup>[2]</sup> including Assets and Property held directly, beneficially, or indirectly by Send or its Related Entities.<sup>[3]</sup> The use of the word "Related Entities" and the definition of "Related Entities" shall not be construed to mean that the Receiver has control over the Related Entities themselves. The use of the word "Related Entities" is solely meant to provide the Receiver with control over Assets or Property of Send or Group that are held by Related Entities and not control over any other assets or property of any Related Entity. The Send Assets and Property shall be referred to below as the "Send Receivership Assets." Send together with the Send Receivership Assets shall be referred to below as the "Send Receivership Estate."

(B) DRIVE DEVELOPMENT GROUP, LLC ("Group"), together with its Assets and Property, whether held directly, beneficially, or indirectly by Group or its Related Entities. The use of the word "Related Entities" and the definition of "Related Entities" shall not be construed to mean that the Receiver has control over the Related Entities themselves.

The use of the word "Related Entities" is solely meant to provide the Receiver with control over Assets or Property of Send or Group that are held by Related Entities and not to any other assets or property of any Related Entity. The Group Assets and Property shall be referred to below as the "Group Receivership Assets," and together with the Send Receivership Assets, where context permits, the "Receivership Assets"). Group together with the Group Receivership Assets shall be referred to below as the "Group Receivership Estate."

(C) Send and Group shall be collectively referred to below as the "Receivership Entities."

The Receiver shall use his best efforts to maintain the Send Receivership Estate and Group

Receivership Estate separately and the Receiver shall not commingle any Assets or Property of Send and Group. The Receiver is hereby authorized to retain Paul Steven Singerman and Berger Singerman, LLP as his counsel in this case. The Receiver is also authorized to communicate with the City of Miami and its agencies to determine the status of any building permits and certificates of occupancy with respect to the Receivership Assets.

4. Oath. The Receiver shall, within ten (10) days of the Effective Date, file with this Court an Oath of Receiver, stating under the penalty of perjury that he is not disqualified.

5. Bond. The Receiver shall post a bond or give other adequate security, including without limitation a letter of credit, in the amount of \$25,000, within 10 days of this order. If the Receiver seeks further authority, the Court may require the Receiver to post a larger bond or other security.

6. Initial Inventory. Within thirty (30) days of the Effective Date, the Receiver shall prepare and file a full and detailed inventory, under oath, listing all the Assets, Property, and effects of every nature involved in each of the Send Receivership Estate and the Group Receivership Estate, each of which the Receiver has been given custody under this Order.

7. Asset Freeze. Except as otherwise specified herein, all Receivership Assets are frozen until further Order of this Court. Accordingly, all persons and entities with direct or indirect control over any Receivership Assets, other than the Receiver, are hereby restrained and enjoined from directly or indirectly transferring, setting off, receiving, changing, selling, pledging, assigning, liquidating, or otherwise disposing of, or withdrawing, such assets. This freeze shall include, but shall not be limited to, Receivership Assets that are on deposit or in safe deposit boxes with financial institutions such as banks, cryptocurrency exchanges, brokerage firms, clearing firms,

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Financial Institutions (as such term is defined herein below) or any other third party. To be clear, any and all account(s) of Send, Group, or otherwise constituting Receivership Assets and under the direct care, custody, and control of the Receiver shall not be frozen and can be utilized by the Receiver as necessary to perform his duties as determined by the Receiver under this Order and as authorized by this Court.

8. No Interference and Status Quo. The powers of the officers, directors, managers, employees, partners, representatives, agents, and shareholders of Send and Group are hereby suspended in respect of all matters related to securing, preserving, protecting, and maintaining the Send and Group Receivership Estates. Such persons and entities shall have no authority with respect to securing, preserving, protecting, and maintaining the Send and Group Receivership Estates or Receivership Assets, except to the extent as may hereafter be expressly granted by the Receiver in writing. Send and Group, including their officers, directors, managers, employees, partners, representatives, and agents, and all persons receiving notice of this Order by personal service, electronic mail, facsimile transmission or otherwise, are prohibited from directly or indirectly taking any action or causing any action to be taken, without the express written agreement of the Receiver, which would:

- a. Interfere with the Receiver's efforts to take control, possession, or management of any property of Send or Group, or of their respective Receivership Estates; such prohibited actions include, but are not limited to, using self-help or executing or issuing or causing the execution or issuance of any court attachment, subpoena, replevin, execution, or other process for the purpose of impounding or taking possession of or interfering with or creating or enforcing a lien upon any property of Send or Group or of their respective Receivership Estates;
- b. Hinder, obstruct or otherwise interfere with the Receiver in the performance of the Receiver's duties; such prohibited actions include, but are not limited to, withholding, concealing, destroying or altering records or information;
- c. Dissipate or otherwise diminish the value of any of the property of Send or Group or of their respective Receivership Estates; such prohibited actions include, but are not limited to, releasing claims or disposing, transferring, exchanging, assigning or in any way conveying any

of the property of Send or Group or of their respective Receivership Estates, enforcing judgments, assessments or claims against Send or Group or their respective property or property of the Send Receivership Estate or the Group Receivership Estate, attempting to modify, cancel, terminate, call, extinguish, revoke or accelerate (the due date), of any lease, loan, mortgage, indebtedness, security agreement or other agreement executed by Send or Group or which otherwise affects any of their respective property or the property of the Send Receivership Estate or the Group Receivership Estate;

- d. Dissipate, withdraw, transfer, remove, dispose or conceal any cash, cashier's checks, funds, assets or other property of, or within the custody, control or actual or constructive possession of Send or Group or the Send Receivership Estate or the Group Receivership Estate, including, but not limited to, all funds, personal property, equipment, inventory, or financing relating to the foregoing, monies, funds, cryptocurrencies, or securities held in the name of Send or Group, jointly or individually, whether held or maintained in safety deposit boxes, and including all funds on deposit in any bank, cryptocurrency exchange, clearing firm, brokerage firm or other financial institution, futures commission merchant, bank or savings and loan account held by, under the actual or constructive control, or in the name of Send or Group, jointly or individually, funds or property of Send or Group's creditors, wherever located, whether held in the name of Send or Group, jointly or individually, or any other entity owned or controlled by Send or Group, jointly or individually;
- e. Destroy, mutilate, conceal, alter or dispose of, in any manner, any of the books and records, documents, correspondence, brochures, manuals, electronically stored data, tape records or other property of Send or Group or of any entities or assets constituting Send or Group's respective Receivership Estates wherever located, including all such records concerning Send or Group's business operations and assets; or interfere with or harass the Receiver or his professionals in respect to their duties and obligations under this Order.
- f. Further, all banks, cryptocurrency exchanges, clearing firms, brokerage firms, financial institutions, and other persons or entities which have possession, custody or control of any assets, equipment, inventory, or financing relating to the foregoing, monies, cryptocurrencies, funds or accounts held by, in the name of, or for the benefit of, directly or indirectly, Send or Group or their respective Receivership Estates that receive actual notice of this Order by personal service, facsimile transmission or other electronic transmission (including via electronic mail) or otherwise shall:
- g. Not liquidate, transfer, sell, convey or otherwise transfer any assets, equipment, inventory, or financing relating to the foregoing, monies, cryptocurrencies, securities, funds and/or accounts in the name of, or for the benefit of, the Receivership Entities, or for the benefit of their respective creditors, except upon instructions from the Receiver;
- h. Not exercise any form of set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse to transfer any assets, equipment, inventory, or financing relating to the foregoing, monies, cryptocurrencies, securities, funds, and/or accounts to the Receiver's control without the permission of this Court; and

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DISTRICT OF COLUMBIA

- a. Cooperate expeditiously in providing information and assets, equipment, inventory, or financing relating to the forgoing, and/or other assets of the Receivership Entities (including, but not limited to the foregoing assets, monies, cryptocurrencies, funds, and/or accounts) to the Receiver or at the direction of the Receiver.

9. Access to Information. The Receivership Entities and Related Entities and their respective officers, directors, managers, members, agents, general and limited partners, employees, trustees, attorneys, accountants, and other professionals, as well as those acting in their place, are hereby ordered and directed to preserve and turn over to the Receiver forthwith all paper and electronic information of, and/or relating to, Send and Group and their respective Receivership Estates; such information shall include, but not be limited to, books, records, documents, accounts, electronically stored information, passcodes, PINs, and all other instruments and papers.

10. Disclosure of Assets and Liabilities. The Receivership Entities and Related Entities and their respective representatives are hereby ordered and directed to cooperate with and immediately provide the Receiver with information identifying the accounts, employees, properties, or other assets or obligations of the Receivership Entities, and shall submit in writing to the Receiver, and provide access to, within fifteen (15) calendar days of this Order, the following accounting information for the period of January 1, 2019, to the date of submission, which will:

- a. Identify all banks, brokerage, trusts/trust accounts, financial and cryptocurrency institutions, including account numbers and passcodes/login information, which hold or have held monies, cryptocurrencies, funds, commodity interests, assets, liabilities, and other property currently and previously owned, controlled or maintained by or for the Receivership Entities, whether individually or jointly with any third party, or holding Receivership Assets;
- b. Identify all monies, funds, cryptocurrencies, commodity interests, real estate, assets, liabilities, and other property currently or previously owned or controlled by the Receivership Entities, whether individually or jointly with any third party, or constituting

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DISTRICT OF COLUMBIA

Receivership Assets;

- c. Identify all monies, cryptocurrencies, funds, commodity interests, real estate, assets, liabilities, and other property received directly or indirectly by the Receivership Entities or constituting Receivership Assets, describing the source, amount, disposition, and current location of each listed item including accounts or assets of the Receivership Entities held by any bank, cryptocurrency exchange, clearing firm, brokerage firm or other financial institution located inside and/or outside the territorial United States;
- d. Identify all investors, shareholders, owners, and/or members of the Receivership Entities, including name, address, telephone number and email, account number, deposit and withdrawal dates and amounts, and amounts owed by them and/or to them by the Receivership Entities or constituting Receivership Assets;
- e. Identify all purchase and sale contracts with third party-purchasers of assets, including real property, currently or previously owned or controlled by the Receivership Entities constituting Receivership Assets, and identify all contracts, contracting parties, depositors, and amounts deposited and/or paid by each such person or entity;
- f. Identify the uses and balances for each deposit made by any person or entity for the purchase and/or construction of real property owned, marketed, and/or sold by the Receivership Entities or constituting Receivership Assets, with sufficient detail to identify the depositor, amount, and use(s) of the proceeds from such deposits and/or sales;
- g. Identify all development agreements, loan agreements, financing agreements, and any and all other agreements to which the Receivership Entities are party/ies and/or which affect the Receivership Assets;
- h. Identify all taxes due, paid, unpaid, including by year and amount, and describe the payments and/or basis for the non-payment of any such tax liabilities for the respective Receivership Entities;
- i. Identify any and all encumbrances, lawsuits, claims, liquidated and/or unliquidated, which

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may affect the liquidity or value of the Receivership Assets;

- j. Identify the status of all insurances with regards to the Receivership Property including the type of insurance, the name of the insurance carrier and the effective and ending dates of coverage;
- k. Identify all salaries, wages, bonuses, loans, distributions, or remunerations for services provided, in any form and in any amount paid directly or indirectly by, for or on behalf of each of the Receivership Entities, to include date, amount, and payor/payee; and.
- ax. Identify all expense reimbursements and other transfers of assets of any kind greater in value than \$1,000.00, including, paid by, for or on behalf of each the Receivership Entities or constituting Receivership Assets, to include date, description of asset, asset value, reason for transfer, and transferor.

Further, the Receivership Entities and Related Entities and their respective representatives shall cooperate with the Receiver to provide all documents as reasonably required by the Receiver regarding the business of the Receivership Entities and the Receivership Assets, or any other matter relevant to the operation or administration of the receivership or the collection of funds due to the Receivership Entities or constituting Receivership Assets.

11. Duty to Cooperate. The Receivership Entities and Related Entities and each of their respective current and former officers, directors, managers, employees, partners, representatives, professionals and affiliates, and all other persons or entities served with a copy of this Order, shall cooperate fully with the Receiver in the performance of the Receiver's duties.

- 12. Possession and Turnover of Assets and Property. Send and Group, as well as their managers, members, agents, servants, employees, persons or entities acting for or on behalf of Send or Group, and any persons or entities receiving notice of this Order by personal service,



facsimile transmission or other electronic transmission (including via electronic mail) or otherwise, having possession of the property, business, books, records, accounts, electronically stored information, passcodes, or Receivership Assets, are hereby directed to deliver the Assets and Property and provide access to ESI to the Receiver, the Receiver's agents, the Receiver's attorneys, and/or the Receiver's employees.

13. Possession and Turnover of Bank Accounts. Send and Group and their respective members, managers, and/or agents shall give to Receiver, and Receiver shall take possession of and receive from all depositories, banks, brokerages and otherwise (collectively, the "Financial Institutions"), any money on deposit in all such Financial Institutions belonging to the Receivership Entities or constituting Receivership Assets. Additionally, the Receiver is empowered to direct and control these bank accounts, wherever situated. This includes but is not limited to full access to and control over all funds and access to account balances and statements. Send and Group and their respective members, managers, and/or agents shall cooperate fully to provide access to such accounts and the funds deposited therein as requested by the Receiver. The Receiver shall retain custody of all such property, records, and documents related to such accounts until further Order of this Court.

14. Access to Bank Records and Cooperation. Any Financial Institution, cryptocurrency exchange, clearing firm, brokerage firm, business entity, or person that holds, controls, or maintains custody of any equipment, inventory, or financing relating to the foregoing, monies, cryptocurrencies, funds, accounts, commodity interests, real estate, assets, liabilities, electronically stored information, and other property of any kind owned, controlled, managed, or held by, on behalf of, or for the benefit of Send or Group or their respective creditors, or has held, controlled, or maintained custody of any equipment, inventory, or

financing relating to the foregoing, monies, cryptocurrencies, funds, accounts, commodity interests, real estate, assets, liabilities, and other property of any kind owned, controlled, managed, or held by, on behalf of, or for the benefit of Send or Group, or their respective creditors at any time, or constituting Receivership Assets, shall:

- a. Provide to the Receiver, within ten (10) calendar days of receiving a copy of this Order, a statement setting forth: (a) the identification number of each and every such account or asset titled in the name, individually or jointly, of Send or Group, or owned, controlled, managed, or held by, on behalf of, or for the benefit of Send or Group, their respective creditors or any other entity within the respective Receivership Estates; the balance of each such account, or a description of the nature and value of such asset as of the close of business on the day on which this Order is served, and, if the account or other asset has been closed or removed, the date closed or removed, the total funds removed in order to close the account, and the name of the person or entity to whom such account or other asset was remitted; and the identification of any safe deposit box that is either titled in the name, individually or jointly, of Send or Group;
- b. Upon request by the Receiver, promptly provide the Receiver with copies of all records, or other documentation pertaining to such account or asset, including, but not limited to, originals or copies of account applications, account statements, signature cards, checks, drafts, deposit tickets, transfers to and from the accounts, all other debit and credit instructions or slips, currency transactions reports, 1099 forms, and safe deposit box logs;
- c. Prohibit the Receivership Entities and any person other than the Receiver from withdrawing, removing, assigning, transferring, pledging, encumbering, disbursing, dissipating, converting, selling or otherwise disposing of any assets of Send or Group or their respective Receivership Estates except as directed by further Order of this Court;
- d. Deny any person other than the Receiver access to any safe deposit box that is titled in the name of Send or Group, either individually or jointly or otherwise subject to access by any Send or Group, or constituting Receivership Assets; and
- e. Cooperate with all reasonable requests of the Receiver relating to implementation of this Order, including producing records related to Send or Group and their respective accounts and business(es).

15. Access to Mail. The Receiver is solely authorized to open all mail addressed to Send or Group, their agents, servants, employees, or representatives. All personal mail of any

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individual or any mail appearing to contain or containing privileged information relating to persons or entities other than Send or Group, any mail relating to persons or entities other than Send or Group, or any mail otherwise not falling within the mandate of the Receiver, shall immediately be released by the Receiver to the named addressee. Notwithstanding the foregoing language of this paragraph, the Receiver shall take best efforts to ensure compliance with HIPAA and other laws, rules, and regulations relating to protected personal information ("PPI") and personal health information ("PHI") (PPI and PHI together referred to as "Covered Information") with respect to the handling of any and all mail, documents, files, or other records that constitute or contain such Covered Information.

16. Access to Electronic Mail. The Receiver is authorized to instruct the website hosting company and ISP of Send or Group to hold and/or reroute any and all electronic mail which is related, directly or indirectly, to the business, operations or activities of Send or Group (the "Receiver's Electronic Mail"), including all electronic mail addressed to, or for the benefit of, Send or Group or their respective officers, directors, managers, agents, partners, representatives, or employees in their capacity as such for Send or Group. The website hosting company and ISP shall not comply with, and shall immediately report to the Receiver, any change of Internet or e-mail address or other instruction given by anyone other than the Receiver concerning the Receiver's Electronic Mail. Send and Group shall not open any of the Receiver's Electronic Mail and shall immediately turn over such electronic mail, regardless of when received, to the Receiver. All personal electronic mail of any individual, or any electronic mail appearing to contain or containing privileged information relating to any persons or entities other than Send or Group, any electronic mail relating to persons or entities other than Send or Group, or any electronic mail not falling within the mandate of the Receiver, shall immediately be released by the Receiver to the named addressee or their counsel. The foregoing instructions shall apply to any proprietor, whether individual or entity, of any private electronic mailbox, depository, business

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or service, or electronic mail service provider hired or used by Send or Group. Neither Send nor Group shall open a new electronic mailbox or take any steps or make any arrangements to receive electronic mail in contravention of this Order. Notwithstanding the foregoing language of this paragraph, the Receiver shall take best efforts to ensure compliance with HIPAA and other laws, rules, and regulations relating to PPI and PHI with respect to the handling of any and all electronic mail, documents, files, or other records that constitute or contain such Covered Information.

17. Turnover of Records and Other Items. The Parties and their respective members, employees, agents, and all persons and entities served with a copy of this Order are directed, forthwith, to deliver to the Receiver (i) Assets, (ii) Property, and (ii) records pertaining to Send or Group, or their respective Receivership Estates, including, without limitation, all books, records, documents, electronic data, servers, computers, electronic devices, ledgers, records, files, papers, titles, contracts, leases, licenses, permits, land use entitlements, insurance policies and certificates, keys, pass codes, construction contracts, bids, subcontracts, permits, blueprints, architectural documents, plans, drawings, and specifications, books of account, security contracts, appraisals, engineering and environmental reports, and rent rolls, as well as any receivables, bank accounts assets, monies, deposit accounts, checks, securities, deposits, rents, profits, utility deposits and/or bonds, security deposits, actions and choses in action, and any other funds on deposit in any bank, savings and loan association and/or financial institution and all other property, tangible and intangible, real, personal, or mixed, of any kind and every kind, character and description wherever the same may be located or found and used in connection with the operation of Send or Group and/or Receivership Assets, including without limitation, any deposits and security deposits previously received with respect to Assets or Property.

18. Insurance. To the extent practicable, and solely from the funds available to the Receiver from the Receivership Assets, the Receiver shall take reasonable efforts to maintain

appropriate property insurance for the Receivership Assets, including public liability insurance, fire and extended coverage insurance, and burglary and theft insurance. The Receivership Entities and Related Entities shall reasonably cooperate with the Receiver in adding the Receiver as additional insureds on all insurance policies relating to the operation and management of the Receivership Property including, but not limited to, fire, extended coverage, auto and van coverage, property damage, liability (including both general liability and excess liability), fidelity, errors and omissions, and workers compensation, and modifying the policies if deemed appropriate by the Receiver. The provisions of this paragraph shall not apply to the blanket insurance policies.

The Receivership Entities and Related Entities shall reasonably cooperate with Receiver in the Receiver obtaining all insurance necessary at appropriate coverage levels, relating to the operation and management of the Receivership Property including, but not limited to, fire, extended coverage, property damage, liability, fidelity, and workers' compensation, and modifying the policies if deemed appropriate by Receiver. If and only if there are sufficient funds available to the Receiver from the Assets of the Receivership Entities, the Receiver may procure insurance policies, which shall afford all risk property insurance coverage and other coverages on the Receivership Assets and improvements thereon in such amounts as will adequately protect the fair market value of the Receivership Assets. The Receiver shall be named insured on all general liability policies placed by Receiver. However, nothing herein prohibits the Parties from maintaining insurance related to the Receivership Assets. The Parties agree to use best efforts to cause the Receiver to be added as an additional insured on any policy of insurance maintained by any of them relating to the Receivership Assets.

The Receivership Entities and Related Entities and their employees and agents are prohibited from cancelling, reducing, or modifying any and all insurance coverage in existence with respect to the Receivership Assets until Receiver has notified the respective Party that the

above described coverage has been obtained by Receiver. No insurance company shall be permitted to terminate coverage or refuse coverage for the Receivership Assets based upon prior unpaid premiums, claims history, or because of the appointment of Receiver pursuant to this Order.

19. Compensation. The Receiver and all professionals, consultants, and agents he may retain, shall be reasonably compensated from the Receivership Estate on a monthly basis to the extent funds are available from any source, including the sale of Assets or Property. The Receiver's hourly rate is discounted to \$750 per hour for this receivership only. Berger Singerman's hourly rates chargeable for assisting or advising the Receiver shall not exceed \$750 per hour. The Receiver shall file a separate statement of account for each Receivership Estate with the Court by the tenth (10th) day of each month for the time and expenses incurred in the preceding calendar month with respect to each Receivership Estate. If no objection thereto is filed within ten (15) days following the filing thereof, such statement of account may be paid. If an objection is timely filed, such statement of account shall not be paid absent further order of the Court, however, the Receiver may seek entry of an order from the Court authorizing payment on an expedited basis. For the avoidance of doubt, Receiver and his retained professionals shall not disclose attorney-client privileged communications, including work-product or other privileged information, and may redact from any filing time entries and/or references to tasks that would reveal privileged information, if any party challenges the reasonableness of the fees and costs incurred and paid by Receiver pursuant to this Order. The Receiver shall otherwise take reasonable steps to provide the Court with confidential, non-public information through the use under seal filings, as may be required from time to time for *in camera* inspection by the Court. All Receiver's and professionals' fees and costs related to the receivership which are not funded by the Send Receivership Estate for its associated costs or the Group Receivership Estate for its associated costs shall become indebtedness owed by Defendants/Counterclaim Plaintiffs Set Drive, LLC and Sylvester, jointly and severally, to be secured by first priority Receiver Certificates or similar

instruments that will ensure that the Receivership Estates are used to pay the Receiver's and his professionals' fees and costs.

20. Interference. Except as otherwise requested or authorized by the Receiver or until further order of this Court, the Parties and anyone else who receives actual notice of this Order are enjoined from interfering in any manner with the management of Send or Group and/or their respective Receivership Estates and acting or purporting to act on behalf of Send or Group, the Send Receivership Estate, the Group Receivership Estate, and/or the Receiver.
21. Tax Returns. During the pendency of the Receivership, the Receiver is not responsible for filing all state, local, and/or federal tax returns for the Receivership Entities or as may otherwise be necessary to maintain the Receivership Estate.
22. Judicial Immunity. The Receiver and the Receiver's attorneys and agents: (i) may rely on outstanding court orders, judgments, decrees and rules of law, and shall not be liable to anyone for their own good faith compliance with any such order, judgment, decree or rule of law; (ii) may rely on, and shall be protected in any action upon, any resolution, certificate, statement, opinion, report, notice, consent, or other document believed by them to be genuine and to have been signed or presented by the proper parties; (iii) shall not be liable to anyone for their good faith compliance with their duties and responsibilities as Receiver and (iv) shall not be liable to anyone for their acts or omissions, except upon a finding by this Court that such acts or omissions were outside the scope of their duties or were grossly negligent. Except for matters in subsection (iv) of the preceding sentence, persons dealing with the Receiver shall only look to the Send Receivership Estate or the Group Receivership Estate and the bond posted by the Receiver to satisfy any liability, and the Receiver shall not have any personal liability to satisfy any such obligation.
23. Further Instructions. The Receiver may at any time upon notice to the Parties, apply to this Court for further or other instructions or powers, whenever such instructions or additional

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JULIA M. SULLIVAN  
CLERK OF COURT

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powers shall be deemed necessary to enable the Receiver to perform properly and legally the duties of a receiver and to maintain, protect and preserve the Send Receivership Estate or the Group Receivership Estate. The Receiver may seek authority to expand the scope of the receivership over other entities that (1) conducted any business or personal affairs related to or arising from the Send Receivership Estate or the Group Receivership Estate, (2) commingled or pooled assets with Send or Group, or (3) otherwise participated in the transfer or receipt of assets stemming from Send or Group.

24. Miscellaneous. The Receiver may record this Order in the Public Records of Miami-Dade County, Florida, and in any other county in the State of Florida where Receivership Assets may be found to exist and serve this Order on any person the Receiver deems appropriate to further his responsibilities. Copies of this Order may be served by any means, including by way of personal service, Federal Express or other commercial overnight service, electronic mail or facsimile transmission, upon any financial institution or any other entity or any other person that may have possession, custody, or control of any documents or assets of the Receivership Entities or that may be subject to any provision of this Order. The Receiver and his retained professionals are specially appointed to serve process, and/or effectuate service of process, including this Order and all other papers in this cause.

25. Jurisdiction. The Court retains jurisdiction of this matter to amend or modify this Order and enter such further orders as it deems necessary and proper. This Court shall retain jurisdiction over any action filed against the Receiver and any of his retained professionals and/or agents, based upon acts or omissions committed in their representative capacities.

26. Term. This Order shall remain in force and effect until further Order of this Court.

Monthly Reports. The Receiver is directed to prepare and file with this Court on the 10th day of each month commencing with the first calendar month beginning after the Effective Date, so long as the Receivership Estate shall remain in his possession or care, a report under oath, to the extent practicable, setting forth all receipts and disbursements for each the Send Receivership Estate and Group Receivership Estate, respectively, and reporting all changes in assets in his charge or claims

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FLORIDA



against the assets that have occurred during the prior calendar month in compliance.

[1] The term "Assets" shall include files, records, computers, devices, e-mail servers, documents, monies, leases, mortgages, securities, investments, contracts, effects, lands, agreements, judgments, bank accounts, books of accounts, rents, chooses in action, goods, chattels, rights, credits, claims both asserted and unasserted, pending court actions and appeals, and all other Property, whether real, personal or mixed belonging to Send or Group, or which, in the case of deposits, records, documents and other papers, pertain to property or obligations belonging to Send or Group or its Related Entities holding Receivership Assets, or obligations of Send or Group.

[2] The term "Property" shall include the definition set forth by § 714.02(13), Florida Statutes, which terms shall be construed broadly to give effect to the terms of this Order.

[3] The term "Related Entities" shall refer to entities that are holding Assets or Property of Send and/or Group and shall include members or managers of Send or Group that have control over Assets or Property of Send and/or Group.

**DONE** and **ORDERED** in Chambers at Miami-Dade County, Florida on this 15th day of May, 2023.

2023-05-15 09:45 AM  
*Jennifer D. Bailey*

2023-014668-CA-01 05-15-2023 1:51 PM

Hon. Jennifer D. Bailey

**CIRCUIT COURT JUDGE**

Electronically Signed

No Further Judicial Action Required on **THIS MOTION**

CLERK TO **RECLOSE** CASE IF POST JUDGMENT

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JULIA M. S. RILEY

**SCHEDULE B**

**ORDER CLARIFYING RECEIVERSHIP POWERS**

[ATTACHED]

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CLERK OF COURT  
JULIAN S. G. JR.

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL  
CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO: 2023-014668-CA-01  
SECTION: CA43  
JUDGE: Jennifer D. Bailey

**Send Enterprises LLC**

Plaintiff(s)

vs.

**Set Drive, LLC, a Florida limited liability**

Defendant(s)

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**ORDER CLARIFYING RECEIVERSHIP POWERS**

Docket Index Number: \_\_\_\_\_

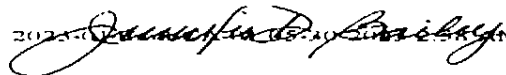
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Efiling Number: \_\_\_\_\_ Date Filed: \_\_\_\_\_

Full Name of Motion: \_\_\_\_\_

The Court has entered the Receivership Order, which it believes accurately reflects its rulings and its intentions. The Court has also considered the lender's opposition to certain language in the order. The Court reiterates that the Receiver is empowered to act in the best interests of the assets in receivership to maintain the status quo, preserve and protect same. The Court requires that before any new construction tasks are undertaken towards completion as opposed to completing work in progress or resolving outstanding issues, the receiver shall secure the approval of the Court if the task under consideration could be considered new construction or a new construction phase.

**DONE** and **ORDERED** in Chambers at Miami-Dade County, Florida on this 30th day of May,  
2023.



2023-014668-CA-01 05-30-2023 2:58 AM

Hon. Jennifer D. Bailey

**CIRCUIT COURT JUDGE**

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MIAMI-DADE COUNTY  
FLORIDA

No Further Judicial Action Required on **THIS MOTION**  
CLERK TO **RECLOSE** CASE IF POST JUDGMENT

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EAST DISTRICT OF MICHIGAN  
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SCHEDULE C

ORDER EXPANDING RECEIVER'S AUTHORITY

[ATTACHED]

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ST. JAMES COURT  
TALLAHASSEE, FL

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL  
CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO: 2023-014668-CA-01

SECTION: CA03

JUDGE: Jennifer D. Bailey

**Send Enterprises LLC**

Plaintiff(s)

vs.

**Set Drive, LLC, a Florida limited liability**

Defendant(s)

**ORDER GRANTING RECEIVER'S MOTION TO EXPAND RECEIVERSHIP ORDER TO  
AUTHORIZE RECEIVER TO RECOVER ASSETS**

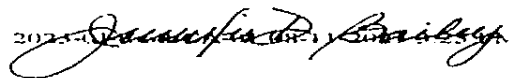
THIS CAUSE came before the Court at a special set hearing on August 3, 2023, at 1:30 p.m. (the "Hearing") on the *Receiver's Motion to Expand Receivership Order to Authorize Receiver to Recover Assets* (Dkt. 190; the "Clarification Motion"), and the Court having reviewed the Clarification Motion and the Court file, heard argument from counsel, and being otherwise fully advised in the premises, it is,

**ORDERED AND ADJUDGED that:**

1. The Clarification Motion is **GRANTED**.
2. Altamar Financial Group, LLC's Partial Objection to the Clarification Motion (Dkt. 224) is **OVERRULED**. The Court has reviewed the transcript along with Altamar's proposed order on this hearing and the Court did not defer ruling. The Court entertained Altamar's argument on this issue at the hearing, and while the Court did not explicitly state the words "overruled," the Court clearly authorized the Receiver to proceed with the powers described: which were inherent in the original order, and clarified as being available to and exercisable by the Receiver under the order.

3. The Receiver has the sole and exclusive authority to manage and control the Receivership Entities, Send Enterprises, LLC ("Send") and Drive Development Group, LLC ("Group"), as provided in the Order Appointing Receiver (Dkt. 51), which delegates all authority to manage the Receivership Entities and their Assets to the Receiver, solely and exclusively. No other party or lawyer (other than the Receiver's counsel) may file pleadings or motions on behalf of the Receiver unless authorized in writing by the Receiver to do so.
4. Accordingly, for the avoidance of doubt, the Court authorizes and ratifies the Receiver's decision to waive all arbitration and confidentiality provisions in Send's contracts with the depositors or other third parties as it serves the best interests of the Receivership Estate, justice, fairness, and judicial economy.
5. The Receiver is and remains the sole person with authority to control and manage the affairs of Send and Group, including initiating any clawback claims, make turnover demands, commence actions to avoid and/or set aside transfers of Receivership Estate Assets, including fraudulent transfers under Chapter 726, Fla. Stat. for, by, or on behalf of Send or Group.
6. The Receiver shall also have the authority on behalf of Send or Group to initiate litigation to compel the enforcement of the Order Appointing Receiver as a summary proceeding before this Court or as a plenary action in this Court.
7. The relevant provisions of the transcript of the Hearing are incorporated in this Order.

**DONE** and **ORDERED** in Chambers at Miami-Dade County, Florida on this 11th day of August, 2023.



2023-014668-CA-01 08-11-2023 3:23 PM

Hon. Jennifer D. Bailey

**CIRCUIT COURT JUDGE**

Electronically Signed

No Further Judicial Action Required on **THIS MOTION**  
CLERK TO **RECLOSE** CASE IF POST JUDGMENT

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