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UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 8:08-cr-172-T-35EAJ

LAWRENCE S. HARTMAN,  
a/k/a Larry Hartman,  
a/k/a Larry Hart,  
a/k/a Lawrence Scott Hartman-Grosser

**PLEA AGREEMENT**

Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by  
A. Lee Bentley, III, Acting United States Attorney for the Middle District of Florida,  
and the defendant, Lawrence S. Hartman, a/k/a Larry Hartman, a/k/a Larry Hart,  
a/k/a Lawrence Scott Hartman-Grosser, and the attorneys for the defendant,  
Marcos E. Hasbun and Jack Fernandez, mutually agree as follows:

A. **Particularized Terms**

1. **Count Pleading To**

The defendant shall enter a plea of guilty to Count One of the  
Superseding Indictment. Count One charges the defendant with conspiracy to  
commit mail fraud and wire fraud, in violation of 18 U.S.C. § 1349.

Defendant's Initials



AF Approval



2. Maximum Penalties

Count One carries a maximum sentence of 20 years imprisonment, a fine of not more than \$250,000 or twice the gross gain caused by the offense, or twice the gross loss caused by the offense, whichever is greater, a term of supervised release of five (5) years, and a special assessment of \$100 per felony count for individuals, and \$400 per felony count for persons other than individuals, such as corporations. With respect to certain offenses, the Court shall order the defendant to make restitution to any victim of the offense, and with respect to other offenses, the Court may order the defendant to make restitution to any victim of the offense, or to the community, as set forth below.

3. Elements of the Offense

The defendant acknowledges understanding the nature and elements of the offense with which defendant has been charged and to which defendant is pleading guilty. The elements of Count One are:

First: two or more persons, in some way or manner, agreed to try to accomplish a common and unlawful plan to commit mail fraud or wire fraud, as charged in the superseding indictment; and

Second: the Defendant knew the unlawful purpose of the plan and willfully joined in it.

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4. Counts Dismissed

At the time of sentencing, the remaining counts against the defendant, Counts Three, Seven, Eight, Seventeen, and Eighteen through Thirty-Six, will be dismissed pursuant to Fed. R. Crim. P. 11(c)(1)(A).

5. No Further Charges

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

6. Joint Recommendation - Remission in Lieu of Order of Restitution

Pursuant to 18 U.S.C. § 3663A(c)(3), the United States and the defendant recommend that the Court enter an order that restitution would be impracticable in this case and, instead, that the United States be permitted to compensate the victims with forfeited assets through the remission process for the reasons set forth in the United States' Motion for Section 3663A(c)(3) filed in this case at Docket 851. The Court granted the United States' motion and entered such an order in connection with the imposition of sentences on defendant's co-conspirators (Dockets 852, 853, 854).

Defendant's Initials



7. Guidelines Sentence

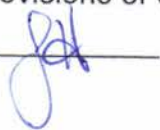
Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the United States will recommend to the Court that the defendant be sentenced within the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines, as adjusted by any departure the United States has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

8. Acceptance of Responsibility - Three Levels

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

Further, at the time of sentencing, if the defendant's offense level prior to operation of subsection (a) is level 16 or greater, and if the defendant complies with the provisions of USSG §3E1.1(b) and all terms of this Plea

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Agreement, including but not limited to, the timely submission of the financial affidavit referenced in Paragraph B.4., the United States agrees to file a motion pursuant to USSG §3E1.1(b) for a downward adjustment of one additional level. The defendant understands that the determination as to whether the defendant has qualified for a downward adjustment of a third level for acceptance of responsibility rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that the defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

9. Upward Departure

The United States agrees to recommend to the Court that in sentencing the defendant the Court not depart upward from the applicable sentencing guidelines range.

10. Cooperation Complete - Substantial Assistance Motion to be Filed

At the time of sentencing, the United States will file a motion for a departure from the applicable sentencing guidelines range, pursuant to USSG §5K1.1, recommending that the defendant receive a three-level downward departure for providing substantial assistance to the government in the investigation and prosecution of other persons who have committed offenses, which substantial assistance was completed on or before ~~October 31, 2014~~.


July 22, 2013. *jt*

Defendant's Initials *jt*

11. Cooperation - Substantial Assistance to be Considered

Defendant agrees to cooperate fully with the United States in the investigation and prosecution of other persons, and to testify, subject to a prosecution for perjury or making a false statement, fully and truthfully before any federal court proceeding or federal grand jury in connection with the charges in this case and other matters, such cooperation to further include a full and complete disclosure of all relevant information, including production of any and all books, papers, documents, and other objects in defendant's possession or control, and to be reasonably available for interviews which the United States may require. If the cooperation is completed prior to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion at the time of sentencing recommending (1) a downward departure from the applicable guideline range pursuant to USSG §5K1.1, or (2) the imposition of a sentence below a statutory minimum, if any, pursuant to 18 U.S.C. § 3553(e), or (3) both. If the cooperation is completed subsequent to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion for a reduction of sentence within one year of the imposition of sentence pursuant to Fed. R. Crim.

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P. 35(b). In any case, the defendant understands that the determination as to whether "substantial assistance" has been provided or what type of motion related thereto will be filed, if any, rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

12. Use of Information - Section 1B1.8

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

13. Cooperation - Responsibilities of Parties

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

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b. It is understood that should the defendant knowingly provide incomplete or untruthful testimony, statements, or information pursuant to this agreement, or should the defendant falsely implicate or incriminate any person, or should the defendant fail to voluntarily and unreservedly disclose and provide full, complete, truthful, and honest knowledge, information, and cooperation regarding any of the matters noted herein, the following conditions shall apply:

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

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

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by recision of any order dismissing them or, alternatively, does hereby waive, in open court, prosecution by indictment and consents that the United States may proceed by information instead of by indictment with regard to any felony charges which may be dismissed in the instant case, pursuant to this plea agreement, and the defendant further agrees to waive the statute of limitations and any speedy trial claims on such charges.

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

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

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

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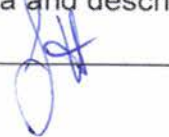
States, the United States may move the Court to declare this entire plea agreement null and void.

14. Forfeiture of Assets

The defendant agrees to forfeit to the United States immediately and voluntarily any and all assets and property, or portions thereof, subject to forfeiture, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), whether in the possession or control of the United States or in the possession or control of the defendant or defendant's nominees. The assets to be forfeited specifically include, but are not limited to, the following:

1. 100% of the shares of Beresford Bane Limited;
2. 33% of the shares of Bellwood Holdings Limited;
3. 33% of the shares of Fanner Investments Limited;
4. 100% of the shares of Turquoise Development Company;
5. 100% of the shares of Manga Larga S.A., Cédula Juridica 3-101-195712;
6. 100% of the shares of Buy China Direct S.A., Cédula Juridica 3-101-572977;
7. 2009 Jaguar XKR, blue, bearing Costa Rican plate number 762892;
8. 2010 Genesis LX150ST3 motorcycle, blue, bearing Costa Rican plate number MOT 285443;
9. The defendant's residence in Santa Ana, Costa Rica;
10. Parcel ID 33 26 16 0030 00000 0010, located in Pasco County, Florida and described as:

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Lot 1, Reserve At Oakridge, According To The Plat Thereof Recorded In Plat Book 41, Pages 111 Through 113 Inclusive, Public Records Of Pasco County, Florida, Less And Except The Following Described Property: A Portion Of Land Lying In Lot 1, Reserve At Oakridge, As Shown On The Plat Recorded In Plat Book 41, Pages 111 Through 113, Of The Public Records Of Pasco County, Florida, Said Portion Of Land Being More Particularly Described As Follows: Commence At The Northeast Corner Of Said Lot 1, Reserve At Oakridge; Thence Along The Northerly Boundary Of Said Lot 1, North 89 Degrees 19'24" West A Distance Of 5.00 Feet; Thence South 00 Degrees 40'36" West A Distance Of 10.00 Feet For A Point Of Beginning; Thence Continue South 00 Degrees 40'36" West A Distance Of 25.00 Feet; Thence North 89 Degrees 19'24" West A Distance Of 21.00 Feet; Thence North 44 Degrees 19'24" West A Distance Of 21.21 Feet; Thence North 89 Degrees 19'24" West A Distance Of 107.00 Feet; Thence North 00 Degrees 40'36" East A Distance Of 10.00 Feet; Thence South 89 Degrees 19'24" East A Distance Of 143.00 Feet To The Point Of Beginning.

11. Any and all foreign or domestic bank accounts held or controlled by the defendant;
12. Any and all foreign or domestic securities or brokerage accounts held or controlled by the defendant;
13. Any and all foreign or domestic trust accounts held or controlled by the defendant; and
14. Any and all jewelry owned by the defendant.

The defendant agrees and consents to the forfeiture of these assets pursuant to any federal criminal, civil, and/or administrative forfeiture action as property traceable to proceeds of Count One. The defendant agrees to forfeit all interests in the properties described above and to take whatever steps are necessary to pass clear title to the United States. These steps include, but

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are not limited to, providing documents related to the purchase or improvement of the assets, surrendering the titles, signing consent decree of forfeiture, and signing any other documents necessary to effectuate such transfers. The defendant further agrees that he will continue to assist the United States in identifying additional properties subject to forfeiture as property traceable to proceeds, and therefore agrees that, pursuant to Fed. R. Crim P. 32.2(b)(2)(C), the Court may amend the preliminary order of forfeiture at any time (including after his sentencing) to include any additional property subsequently identified for forfeiture.

The defendant hereby represents that he has no right, title, or interest in any of the assets listed in the Superseding Indictment (Doc. 160) and the Fifth Amended Bill of Particulars (Doc. 413) in *United States v. Paul Robert Gunter, et al.*, Case No. 8:08-cr-172-T-26EAJ (M.D. Fla.). As such, he has no basis to contest their forfeiture.

In addition, the defendant shall be subject to a \$42,513,433.60 forfeiture money judgment, representing the amount of proceeds obtained as a result of the conspiracy described in Count One of the Superseding Indictment, for which he is jointly and severally liable with his coconspirators. The net proceeds from the forfeiture of the assets enumerated above shall be credited towards the satisfaction of his money judgment.

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The defendant also agrees that the forfeiture described herein is not excessive and, in any event, the defendant waives any constitutional claims that the defendant may have that the forfeiture constitutes an excessive fine.

The defendant further admits and agrees that the conduct described in the Factual Basis below provides a sufficient factual and statutory basis for the forfeiture of the property sought by the government. Pursuant to the provisions of Rule 32.2(b)(1), the United States and the defendant request that at the time of accepting this plea agreement, the Court make a determination that the government has established the requisite nexus between the property subject to forfeiture and the offense to which defendant is pleading guilty and enter a preliminary order of forfeiture. Pursuant to Rule 32.2(b)(4), the defendant agrees that the preliminary order of forfeiture shall be final as to the defendant at the time it is entered, notwithstanding the requirement that it be made a part of the sentence and be included in the judgment. Furthermore, pursuant to the provisions of Rule 32.2(b)(1), the United States and the defendant request that at the time of accepting this plea agreement, the Court make a determination that the government has established the amount of the proceeds of Count One is no less than \$42,513,433.60 and enter an order of forfeiture.

The defendant agrees that the United States shall, at its option, be entitled to forfeiture of any property (substitute assets) of the defendant in order to satisfy the forfeiture money judgment. This Court shall retain jurisdiction to

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settle any disputes arising from application of this clause. The defendant agrees that forfeiture of substitute assets as authorized herein shall not be deemed an alteration of the defendant's sentence.

The defendant further agrees to take all steps necessary to locate property subject to forfeiture or which could be used to satisfy the \$42,513,433.60 forfeiture money judgment, and to pass title to the United States before the defendant's sentencing, if possible. To that end, defendant agrees to fully assist the government in the recovery and return to the United States of any assets, or portions thereof, as described above wherever located. The defendant agrees to make a full and complete disclosure of all assets over which defendant exercises control and those which are held or controlled by a nominee. The defendant further agrees to be polygraphed on the issue of assets, if it is deemed necessary by the United States.

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

Defendant's Initials

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**B. Standard Terms and Conditions**

1. Restitution, Special Assessment and Fine

The defendant understands and agrees that the Court, in addition to or in lieu of any other penalty, shall order the defendant to make restitution to any victim of the offense, pursuant to 18 U.S.C. § 3663A, for all offenses described in 18 U.S.C. § 3663A(c)(1); and the Court may order the defendant to make restitution to any victim of the offense, pursuant to 18 U.S.C. § 3663, including restitution as to all counts charged, whether or not the defendant enters a plea of guilty to such counts, and whether or not such counts are dismissed pursuant to this agreement. The defendant further understands that compliance with any restitution payment plan imposed by the Court in no way precludes the United States from simultaneously pursuing other statutory remedies for collecting restitution (18 U.S.C. § 3003(b)(2)), including, but not limited to, garnishment and execution, pursuant to the Mandatory Victims Restitution Act, in order to ensure that the defendant's restitution obligation is satisfied.

On each count to which a plea of guilty is entered, the Court shall impose a special assessment pursuant to 18 U.S.C. § 3013.

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

2. Supervised Release

The defendant understands that the offense to which the defendant is pleading provides for imposition of a term of supervised release upon release

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from imprisonment, and that, if the defendant should violate the conditions of release, the defendant would be subject to a further term of imprisonment.

3. Sentencing Information

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

4. Financial Disclosures

Pursuant to 18 U.S.C. § 3664(d)(3) and Fed. R. Crim. P. 32(d)(2)(A)(ii), the defendant agrees to complete and submit to the United States Attorney's Office within 30 days of execution of this agreement an affidavit reflecting the defendant's financial condition. The defendant promises that his/her financial statement and disclosures will be complete, accurate and truthful and will include all assets in which he/she has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, dependent, nominee or other third party. The defendant further agrees to execute any documents requested by the United States needed to obtain from

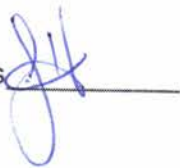
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any third parties any records of assets owned by the defendant, directly or through a nominee, and, by the execution of this Plea Agreement, consents to the release of the defendant's tax returns for the previous five years. The defendant similarly agrees and authorizes the United States Attorney's Office to provide to, and obtain from, the United States Probation Office, the financial affidavit, any of the defendant's federal, state, and local tax returns, bank records and any other financial information concerning the defendant, for the purpose of making any recommendations to the Court and for collecting any assessments, fines, restitution, or forfeiture ordered by the Court. The defendant expressly authorizes the United States Attorney's Office to obtain current credit reports in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

5. Sentencing Recommendations

It is understood by the parties that the Court is neither a party to nor bound by this agreement. The Court may accept or reject the agreement, or defer a decision until it has had an opportunity to consider the presentence report prepared by the United States Probation Office. The defendant understands and acknowledges that, although the parties are permitted to make recommendations and present arguments to the Court, the sentence will be determined solely by the Court, with the assistance of the United States Probation Office. Defendant further understands and acknowledges that any discussions between defendant or defendant's attorney and the attorney or other agents for the government

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regarding any recommendations by the government are not binding on the Court and that, should any recommendations be rejected, defendant will not be permitted to withdraw defendant's plea pursuant to this plea agreement. The government expressly reserves the right to support and defend any decision that the Court may make with regard to the defendant's sentence, whether or not such decision is consistent with the government's recommendations contained herein.

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

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

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7. Middle District of Florida Agreement


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

8. Filing of Agreement

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

9. Voluntariness

The defendant acknowledges that defendant is entering into this agreement and is pleading guilty freely and voluntarily without reliance upon any discussions between the attorney for the government and the defendant and defendant's attorney and without promise of benefit of any kind (other than the concessions contained herein), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges defendant's understanding of the nature of the offense or offenses to which defendant is pleading guilty and the elements thereof, including the penalties provided by law, and defendant's complete satisfaction with the representation and advice received from defendant's undersigned counsel (if any). The defendant also understands that defendant has the right to plead not guilty or to persist in that

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plea if it has already been made, and that defendant has the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against defendant, the right against compulsory self-incrimination, and the right to compulsory process for the attendance of witnesses to testify in defendant's defense; but, by pleading guilty, defendant waives or gives up those rights and there will be no trial. The defendant further understands that if defendant pleads guilty, the Court may ask defendant questions about the offense or offenses to which defendant pleaded, and if defendant answers those questions under oath, on the record, and in the presence of counsel (if any), defendant's answers may later be used against defendant in a prosecution for perjury or false statement. The defendant also understands that defendant will be adjudicated guilty of the offenses to which defendant has pleaded and, if any of such offenses are felonies, may thereby be deprived of certain rights, such as the right to vote, to hold public office, to serve on a jury, or to have possession of firearms.

10. Factual Basis

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

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FACTS

Beginning at least as early as in or about July 2004, and continuing through and including at least mid-2007, the defendant and coconspirators came to a mutual understanding to procure and make fraudulent use of empty publicly-traded shell companies; sell restricted and virtually worthless shares of stock in said companies to victim-investors outside the United States through telemarketers who utilized high pressure and misleading sales techniques and operated in boiler rooms overseas; cause the victim-investors to wire their investment funds to bank accounts in the Middle District of Florida and elsewhere; and use the victim-investors' funds to perpetuate the scheme and for their own personal enrichment.

The empty publicly-traded shell companies used by the defendant and his coconspirators were the products of corporate identity thefts perpetrated by other conspirators. By way of the corporate identity thefts, the perpetrators created the illusion that these companies had real trading identities and histories and shareholder bases. In fact, they were empty shells with no business locations, no officers, directors or shareholders, no operations, and no trading histories. Said companies included, but were not limited to, Mobilestream (which emanated from 3E International, Inc.), Regaltech, Inc. (which emanated from Pacific Chemical, Inc.), Nanoforce, Inc. (which emanated from Webgalaxy, Inc.), and Rocky Mountain Gold Mining, Inc. (attempted to be created from Greensmart

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Corporation, Inc.). Said companies also included Turquoise Development, Inc., IQ Webquest, Inc., and Transglobal Oil, Inc.

The defendant and coconspirators affiliated with and paid telemarketers working in boiler rooms overseas, primarily in Spain, and caused them to place unsolicited telephone calls to victim-investors outside the United States, primarily in the United Kingdom, and promote and sell restricted shares of common stock of these empty shell companies. The defendant and coconspirators caused the telemarketers to employ high-pressure and misleading sales techniques in promoting the stock, including, but not limited to, the making of material misrepresentations, and the omission of material information, about the companies, the businesses in which such companies were engaged, the safety and security associated with investment in such companies, and/or the likely monetary return on investments in such companies. As noted above, in truth, the companies were empty shells.

A website containing false and fraudulent information, designed to make the company appear legitimate and attractive as an investment, was constructed for, among others, each of the empty shell companies featured in Count One of the Superseding Indictment. On or about May 6, 2005, the defendant sent an email to coconspirators Simon Odoni and Richard Pope, with an attachment containing false and misleading website files and material for the Nanoforce website, and instructed them to have said files hosted on the internet.

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Victim-investors were often referred to such websites by boiler room telemarketers.

Once victim-investors indicated a willingness to invest, conspirators caused letters to be sent, via email, private commercial carrier and other means, to such victim-investors. With respect to the offerings involving Mobilestream, Inc., Regaltech, Inc., Nanoforce, Inc., and Rocky Mountain Gold Mining, Inc. featured in Count One of the Superseding Indictment, the letters memorialized the number of shares of stock such victim-investors had agreed to purchase and the monetary amount due for such shares, supplied the victim-investors with instructions on how and where to wire their investment funds, falsely advised victim-investors that a small fee, usually no more than one percent or \$40.00 to \$50.00, would be deducted from their investment funds to cover costs associated with the sales, and asked victim-investors to sign such letters and return them via facsimile. In this manner, conspirators caused the victim-investors to wire their investment funds to accounts at financial institutions, located in the Middle District of Florida and elsewhere, which accounts the defendant and/or coconspirators controlled, to purchase restricted shares of common stock in the companies.

Once the victim-investors' funds were wired into the accounts controlled by the defendant and/or coconspirators, the defendant and coconspirators caused stock certificates reflecting the victim-investors' purchases to be sent, via private commercial carrier and other means, to the victim-

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investors outside the United States. The defendant and coconspirators used the victim-investors' funds to pay wages and expenses associated with the telemarketing operations, to pay other costs incurred in connection with operation of the scheme in the Middle District of Florida and elsewhere, and for the personal enrichment of the defendant and coconspirators. For example, on or about February 24, 2006, the defendant caused \$132,500 to be wired from the Tarpon Escrow Enterprises, Inc. Turquoise Development 1 account #003760551139 at Bank of America in the Middle District of Florida, to an account in the name of defendant's then-wife at Banco Cuscatlan de Costa Rica.

When victim-investors, regulators, or others expressed concern or complained about the sale of restricted shares of common stock of the companies, conspirators concocted false explanations and provided fraudulent assurances in an effort to assuage such concerns and prevent further scrutiny.

The defendant and coconspirators made extensive use of interstate and foreign wire transmission facilities, including email, the internet, telephones and facsimile machines, as well as the U.S. mails and private and commercial interstate carriers in order to communicate with each other, vendors, victim-investors, and others in furtherance of the scheme. They also caused others to use the wires and the mails and private and commercial interstate carriers.

At times relevant to the Superseding Indictment, the defendant, an attorney licensed to practice in New York, was residing in the Middle District of Florida and Costa Rica. He procured the empty publicly-traded shell companies

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from the perpetrators of the corporate identity thefts and caused them to be paid for said empty shell companies. He participated in establishing the infrastructure utilized in the promotion and sale of restricted shares of common stock to victim-investors outside the United States, caused the preparation and transmission of worthless stock certificates and related correspondence sent to victim-investors outside the United States, and caused transmission of victim-investors' funds to accounts in his name, the name of family members, and the names of entities he controlled.

The defendant used proceeds generated by the fraud conspiracy described in Count One of the Superseding Indictment to purchase, in whole or in part, the assets that are listed for forfeiture in paragraph A.14 above.

11. Entire Agreement

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

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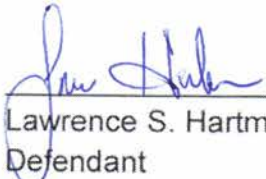


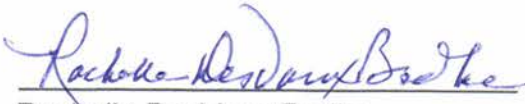
12. Certification


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

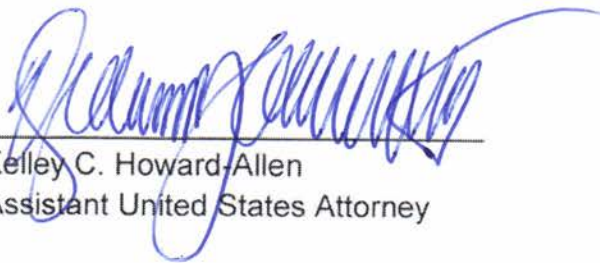
DATED this 4<sup>th</sup> day of November, 2013.

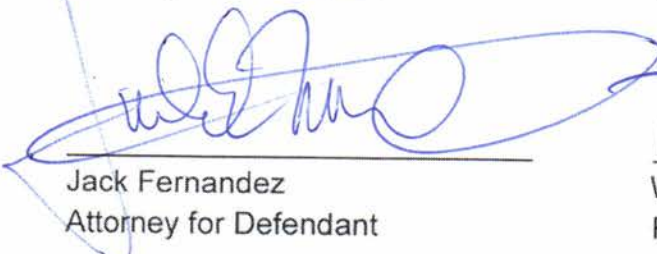
A. LEE BENTLEY, III  
Acting United States Attorney

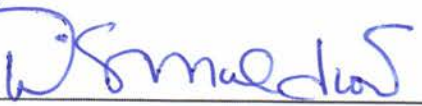
  
Lawrence S. Hartman  
Defendant

By:   
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 11-5-13  
W. Stephen Muldrow  
First Assistant United States Attorney