UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORI
CASE NO. 17- 60907-CIV-MORENO

FEDERAL TRADE COMMISSION, *et al.*,

Plaintiffs,

v.

JEREMY LEE MARCUS, *et al.*,

Defendants.
_____/

RECEIVER'S SECOND INTERIM REPORT

October 14, 2017
Miami, Florida

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EXECUTIVE SUMMARY

1. The Court appointed Jonathan E. Perlman Temporary Receiver on May 9, 2017, and as Permanent Receiver on May 17, 2017 over a nationwide enterprise that purports to provide debt relief services that included eleven named Receivership Defendants.

2. Immediately following his appointment, Receiver Perlman secured the Receivership Defendants' main offices in Pompano Beach, Florida. The Receiver learned that the enterprise had moved its back office operations to Panama City, Panama, and he thereafter visited and secured those offices. The Receiver also secured and preserved the Receivership Defendants' information systems including e-mail, file storage, telephone, customer resource management, and accounting systems, which included hundreds of hard drives, servers, and cloud-based data. The Receiver re-directed the Receivership Defendants' 142 domain names to a receivership website that the Receiver created to communicate effectively with customers and activated a toll-free hotline to which he also redirected the Receivership Defendants' 440 direct dial phone numbers.

3. Since filing his first report in this complex and document intensive matter, the Receiver and his team have conducted a detailed investigation into the Defendants' businesses and assets, which has resulted in the doubling of the number of Receivership Defendants and the turnover to the Receiver of millions of dollars of real estate and other property. A copy of the Receiver's Inventory is attached hereto as Ex. A.

4. The Receiver and his team have served demands for financial records and information upon no less than 187 entities and persons, including 34 banks, 4 non-banking financial institutions, 104 related non-defendant entities, 22 non-defendant individuals, as well as the 23 current Receivership Defendants. To date, the Receiver has received over 8 Terabytes worth of documents. In addition, the Receiver has secured in excess of 6 million recordings of voice calls with consumers, as well as the customer management program and additional Terabytes of data utilized by the Receivership Defendants, which had resided on servers in Panama and is now secured in Florida.

5. The Receiver continues to review this vast amount of information, for which he serves as the parties' document repository, including implementing agreed upon review protocols necessary to protect the integrity of the information while also preserving claims of privilege. The Receiver has just begun making data available to Plaintiffs and Defendants to use for discovery purposes.

6. As part of its investigation, the Receiver's team has interviewed the Defendants and dozens of their employees, vendors, and outside professionals. The Receiver's team sent notification letters to over 15,000 customers and has spoken with approximately 1,200 customers.

7. The Receiver retained KapilaMukamal LLP to provide forensic accounting services. Soneet Kapila and his staff have assisted the Receiver with the forensic analysis that has

supported the expansion of the Receivership and demands for return of assets. To date, it appears that the Receivership Defendants received over $70 million from consumers.

8. The Receiver also retained Moecker & Associates to assist as a property manager, valuation consultant, and as broker for certain vehicles and other equipment in the Receivership Estate; and Cyber Forensics 360 as his digital investigator and to provide information technology support.

9. The Receiver discovered and investigated 62 entities he determined to be related to the initial 11 Receivership Defendants and 12 Relief Defendants named in Plaintiffs' Complaint. Though most, if not all, of these additional affiliates may be part of the same common enterprise, the Receiver, in the interest of efficiency, submitted a motion with evidence to expand the Receivership over 12 entities, 4 of whom previously had been Relief Defendants. On July 31, 2017, the Court granted the Receiver's motion and expanded the Receivership to include: Halfpay NV, LLC, Halfpay International, LLC, JLMJP Pompano, LLC; Nantucket Cove of Illinois, LLC; HP Media, Inc.; HP Properties Group, Inc.; Blue42, LLC; Omni Management Partners LLC; White Light Media, Inc.; Discount Marketing USA, S.A.; Viking Management Services, LLC; and Cockburn & Associate LLC most of whom are named as Defendants in Plaintiffs' Amended Complaint. Accordingly, the Receivership currently includes 23 named Receivership Defendants.

10. At the time the Receiver was appointed in May, the then existing Receivership Defendants had $893,638.89 in their combined bank accounts and owned no real estate.

11. Since being appointed, the Receiver has identified and either obtained, or is in the process of obtaining, approximately $32 million in additional assets to the Receivership The Receiver and his team expect to identify even more assets and sources of recovery as his investigation continues.

12. As a result of the efforts of the Receiver and his team, including repatriation of monies located outside of the U.S., enforcing the Court's asset freeze, and collection of loan and rent payments, the Receivership bank accounts have a current balance of $6.196 million (an increase of $5.3 million).[1]

13. The Receiver also recovered 16 parcels of real property listed by the tax assessor's offices as having a market value of $7,526,335, through a motion for turnover that the Court granted. The Receiver had determined that these properties had been purchased with Receivership Defendant monies.

14. The Receiver's investigation also identified a 135 lot residential development in Beecher, Illinois (of which 126 lots remain) owned by a Marcus controlled entity, Nantucket Cove of Illinois, LLC, using monies received from consumers. The Court's order granting the

[1] This includes $50,154 in monies repatriated from Panama and $282,356 in which Defendant Jeremy Marcus has claimed an individual interest.

Receiver's expansion motion brought this real estate development into the Receivership. The Receiver estimates this asset as being worth at least $2.5 million. The Receiver has managed the development since taking it into the Receivership.

15. The Receiver's investigation also identified a loan portfolio managed by a third party, Titan, funded with approximately $10 million in Receivership monies. These loans became part of the Receivership by virtue of the Court's order expanding the Receivership over Defendant Halfpay International LLC ("Halfpay"), an entity Defendant Marcus owned and controlled that was funded with consumer money. Five loans with a principal balance of $3,236,086 are performing. Three loans with a principal loan balance of $6,252,998, are in default. Each loan is secured in some manner (including by an operating Kentucky coal mine in one instance). It is premature to predict the amount the Receiver will recover on the nonperforming loans.

16. The Receiver also identified $6.6 million in Receivership monies used to buy houses for Defendant Marcus, his father Relief Defendant Jack Marcus, his mother Relief Defendant Teresa Duda, his brother Relief Defendant James Marcus, and for Defendant Smith. The purchase price for Defendant Jeremy Marcus' home alone was $5.25 million. The Receiver is preparing the appropriate motions and actions to retrieve these transfers.

17. The Receiver also identified three "hard money loans" totaling $295,000 that Defendant Marcus made through Receivership Defendant Halfpay, Pursuant to the Expansion Order over Halfpay these loans became Receivership property, and the Receiver is managing their collection. On two loans, $195,000 will be due on April 1, 2018. The third loan, for $100,000, is past due. Demand has been made on the borrower.

18. The Receiver also identified numerous asset freeze violations by certain Defendants, their family members and third parties, who removed approximately $910,000 immediately following this Court's issuance of the asset freeze. The Receiver has successfully obtained the return of most of these assets. The Receiver is preparing motions seeking relief from recalcitrant parties.

19. The Receiver also identified numerous vehicles purchased with Receivership monies, including (1) a Tesla Model S 85 Performance titled in the name of Receivership Defendant Active Debt Solutions purchased for over $117,000 that was driven by Defendant Smith, (2) a Range Rover Autobiography titled in the name of Receivership Defendant Paralegal Staff Support purchased for $140,000 being driven by Jeremy Marcus's wife, Amanda, and (3) a BMW I8 purchased for $133,564 with monies from Receivership Defendant Halfpay being driven by Jeremy Marcus. Only Defendant Smith has cooperated, by voluntarily turning over the Tesla. To date, Marcus has refused to turn over the Range Rover and BMW. The Receiver has prepared a turnover motion for filing.

20. The Receiver also learned from his investigation that Defendant Marcus utilized more than $1,200,000 in Receivership monies to purchase (and fund) National Arms, LLC, a startup gun ammunition manufacturer operated by Defendant Smith and Marc Cohen, another former employee of the Receivership Defendants. National Arms' bank account

has been frozen and its assets are being preserved pending a determination on how best to maximize the Receivership's recovery.

21. As set forth above, to date the Receiver has brought into the Receivership cash and property exceeding $19.4 million (excluding the over $6.25 million in nonperforming loans, numerous vehicles, National Arms, jewelry and other personal property). The Receiver continues to identify real estate, other assets and transfers and will continue to take such actions as are advisable to return assets to the Receivership Estate for the benefit of consumers and others as directed by the PI (including the $6.6 million in houses Defendants Smith, Marcus and his family purchased with consumer money).

22. The Receiver's investigation also has revealed practices engaged in by the Defendants that appear to be deceptive and unlawful. For example, in order to improve consumers' credit scores, Defendants appear to have falsely reported to major credit agencies that an independent third party lender called NGP Enterprises, LLC ("NGP") had issued the customers loans and that they had been making monthly loan repayments. Defendants further reported as NGP's phone number for the credit agencies and creditors to call when seeking verification, a number that instead rang at the Defendants' offices in an effort to apparently deceive.

23. "Call scripts" reviewed by the Receiver's team also reflect the use of deceptive statements to induce consumers into enrolling or continuing to make payments to the Receivership Defendants. These include representations that the debt relief programs being sold were administered by not for profit organization(s) and misleading statements as to the caller's identity.

24. The Receiver has also discovered evidence suggesting that the Defendants at times used consumers' escrow monies for personal benefit, including for the purchase of Defendant Marcus' waterfront home.

25. Consistent with this Court's findings in the PI, as well as the results of his investigation to date, the Receiver continues to be of the opinion that the Receivership Defendants' debt relief operations should remain closed, and that they cannot be operated profitably while also lawfully.

THE RECEIVER'S SECOND INTERIM REPORT

Jonathan E. Perlman, Permanent Receiver for the Receivership Defendants[2] pursuant to this Court's Preliminary Injunction Order of May 17, 2017 (the "Order" or "PI"), files his Second Interim Report to describe his continuing investigation and completion of tasks as the Court has directed.

I. BACKGROUND

1. On May 8, 2017, the Federal Trade Commission ("FTC") and the Office of the Attorney General, State of Florida, Department of Legal Affairs ("State of Florida") (collectively, "Plaintiffs"), commenced this action by filing a complaint for permanent injunction and other relief (the "Complaint") and a motion for a temporary restraining order and other equitable relief alleging that Jeremy Lee Marcus, Craig Davis Smith, Yisbet Segrea (collectively, the "Individual Defendants"), the Receivership Defendants violated Sections 5(a), of the FTC

[2] The "Receivership Defendants" means Financial Freedom National, Inc. f/k/a Institute for Financial Freedom, Inc. and Marine Career Institute Sea Frontiers, Inc. also d/b/a 321 Loans, Instahelp America, Inc., Helping America Group, United Financial Support, Breeze Financial Solutions 321Financial Education, Credit Health Plan, Credit Specialists of America, American Advocacy Alliance, and Associated Administrative Services; 321Loans, Inc., f/k/a 321 Loans, Inc. also d/b/a 321Financial, Inc.; Instahelp America, Inc. f/k/a Helping America Team, Inc. also d/b/a Helping America Group; Breeze Financial Solutions, Inc. also d/b/a Credit Health Plan and Credit Maximizing Program; US Legal Club, LLC; Active Debt Solutions, LLC f/k/a Active Debt Solutions, Inc. also d/b/a Guardian Legal Center; Guardian LG, LLC also d/b/a Guardian Legal Group; American Credit Security, LLC f/k/a America Credit Shield, LLC; Paralegal Support Group LLC f/k/a Paralegal Support LLC; and Associated Administrative Services, LLC also d/b/a Jobfax, and their divisions, subsidiaries, affiliates, predecessors, successors, assigns, and any fictitious business entities or business names created or used by these entities, or any of them. The Receivership Defendants were expanded to include Viking Management Services, LLC, Cockburn & Associate LLC, Omni Management Partners LLC, Discount Marketing USA, S.A., JLMJP Pompano, LLC, Nantucket Cove of Illinois, LLC, Halfpay International, LLC, Halfpay NV, LLC, HP Properties Group, Inc., HP Media, Inc., White Light Media LLC, Blue42, LLC as "Additional Receivership Entities" ("Expansion Order"). [ECF No. 102]. Plaintiffs on September 8, 2017, filed a motion for leave to amend the complaint which specifically names defendants over whom the Court has expanded the receivership as additional Receivership Defendants.

Act, 15 U.S.C. § 45(a), the FTC's Telemarketing Sales Rule ("TSR"), 16 C.F.R. Part 310 and the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA"), Chapter 501, Part II, Florida Statutes (2016), Fla. Stat. § 501.201 *et seq*. and the Telemarketing Act, 15 U.S.C. §§ 6101-6108 and the Relief Defendants were joined as recipients of monies or property from these violations.[3] (the Individual Defendants, Receivership Defendants and Relief Defendants may be referred to herein collectively as the "Defendants") [ECF No. 1, "Compl."].

2. The Receiver understands Plaintiffs to allege that since approximately late 2013,[4] Defendants have engaged in a plan, program, or campaign to offer purported debt consolidation loans and debt relief services throughout the United States, including in the State of Florida, when in fact they did not make such loans or provide such services, and/or did so using false, deceptive or unfair acts. Consumers impacted by Defendants' scheme carry significant debt and include the elderly and disabled. [ECF No. 1, Compl. at ¶ 35].

3. The Plaintiffs assert that Defendants' business activities violate the FTC Act, the TSR and FDUTPA with respect to their (i) misrepresentations in marketing materials; (ii) misrepresentations in making sales; and (iii) wrongful post-sale conduct. Defendants have denied these allegations and claims and have asserted various affirmative defenses.

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[3] Following the Expansion Order, the "Relief Defendants" are 1609 Belmont Place LLC; 16 S H Street Lake Worth, LLC; 17866 Lake Azure Way Boca, LLC; 114 Southwest 2nd Street DBF, LLC; 110 Glouchester St., LLC; 72 SE 6th Ave., LLC; Fast Pace 69 LLC; Strategic Acquisitions Two, LLC; Halfpay International d/b/a16 H.S. Street 12Plex LLC, 311 SE 3rd St., LLC, 412 Bayfront Drive, LLC, 110 Glouchester St., LLC, 72 SE 6th Ave., LLC, 114 SW 2nd Street JM, LLC, 8209 Desmond Drive, LLC, HLFP, LLC, Halfpay NV d/b/a Halfpay International, and Nantucket of Illinois, LLC. as well as any successors, assigns, subsidiaries, fictitious business entities, or business names created or used by these entities, or any of them. Plaintiffs' amended complaint specifically names the Defendants as Receivership Defendants or Relief Defendants as determined by the Expansion Order. [ECF No. at ¶¶ 28-38]. The amended complaint also adds Teresa Duda, Jack Marcus and James Marcus as additional Relief Defendants. *Id.* at ¶¶ 39-41.

[4] Based on interviews and review of documents, the Receiver believes, subject to further investigation, that the Defendants' operations began earlier, by February 2013.

4. On May 9, 2017, this Court granted Plaintiffs' application for a temporary restraining order with asset freeze against Defendants and entered an order freezing assets belonging to any of the Defendants (the "TRO"). On May 17, 2017, the Court entered the PI, finding that Plaintiffs were likely to prevail on the merits and that immediate and irreparable harm would likely result unless Defendants were restrained and a permanent receiver appointed. [ECF No.21].

5. This Court appointed Jonathan E. Perlman, a shareholder in the Genovese, Joblove & Battista law firm, as permanent receiver and agent of the Court, and directed him to assume full control of the Receivership Entities and their affiliates, subsidiaries, divisions, and sales operations. The PI further directs the Receiver to take exclusive custody, control of all assets, documents and property of the Receivership Defendants, wherever situated.

6. The PI also directs the Receiver to conserve, hold, and manage all assets and documents of the Receivership Defendants, and authorizes the Receiver to open bank accounts to hold funds of the Receivership Defendants. The PI further authorizes the Receiver to obtain accountings from third parties, issue subpoenas and conduct discovery on behalf of the Receivership Estate, and to institute such actions as the Receiver deems necessary or advisable to preserve or recover assets of the Receivership Defendants or to carry out the Court's mandate.

7. The Receiver is directed to cooperate with reasonable requests for information or assistance from any state or federal law enforcement agency, including Plaintiffs and to file reports with this Court on a timely, reasonable basis.

8. The following is a summary of the Receiver's efforts since his appointment. This report contains preliminary assessments and observations, subject to change as the Receiver and his professionals conduct discovery and continue to investigate and analyze the affairs of the

Receivership Entities.

II. IMPLEMENTATION OF THE RECEIVERSHIP ORDER

A. Professionals Retained by the Receiver and the Work They Have Completed.

9. Upon being appointed on May 9, 2017, the Receiver retained the Genovese Joblove & Battista, P.A. ("GJB") law firm, in which he is a shareholder, as legal counsel. GJB agreed to provide a discount on its standard rates to the Receivership Estate in addition to waiving certain usual and customary expenses. The Receiver utilized GJB's information technology staff, as needed, to secure control, preserve access to technology-based aspects of the Receivership Entities' business, as well as to coordinate with the Plaintiffs' information technology professionals, to provide forensic computer services, including the extraction and forensic imaging of data from computer hard drive servers and work stations located in the Receivership Entities' offices.

10. The Receiver retained Soneet R. Kapila and his firm, KapilaMukamal, LLP (collectively "Kapila" or "KM") to conduct a forensic accounting investigation in this matter. As part of their forensic investigation, KM has analyzed the flow of funds using available bank records, accounting records, and merchant account records by preparing preliminary bank reconstructions for the following entities: 321 Loans, Inc., Active Debt Solutions, LLC, American Credit Security, LLC, American Credit Shield, LLC, Associated Administrative Services, LLC, Blue42, LLC, Breeze Financial Solutions, Inc., Cockburn & Associate LLC, Discount Marketing USA S.A., Financial Freedom National, Inc., Glasswell Capital, LLC, Guardian LG, LLC, Halfpay International, LLC, Helping America Group, Inc., HP Media, Inc. Instahelp America, Inc., Institute for Financial Freedom, Inc., JLM85 Management, LLC, Nantucket Cove of Illinois, LLC, Omni Management Partners, LLC, Paralegal Staff Support

Group, LLC, Paralegal Support Group LLC, Shielded Legal Network, LLC, US Legal Group, LLC and White Light Media, LLC.

11. KM also reconstructed and analyzed available bank records for Defendant, Jeremy Marcus. Through its forensic investigative efforts, KM identified missing bank records and discovered additional bank accounts for the Receivership Defendants. To date, the Receiver has served no less than 36 banks with turnover demands and bank account statements from 25 different banks relating to Receivership Defendants have been produced. The Receiver continues to issue subpoenas to secure additional documents necessary for his forensic reconstruction. The bank reconstructions will be utilized to quantify the amount of consumer losses and to identify potential assets of the Receivership Estate. To date, the Receiver has identified consumer losses in excess of $70 million.

12. KM has investigated the extent to which consumer funds were transferred to or commingled with funds from 12 Additional Receivership Entities and the source of the funds used to acquire 23 parcels of real property, including the source of funds utilized to purchase houses owned by Defendants Jeremy Marcus and Craig Smith and Relief Defendants Jack Marcus, James Marcus and Teresa Duda.

13. The Receiver determined that the Receivership Defendants utilized the Daszkal Bolton, LLP accounting firm for accounting services and tax return preparation, and Payday Payroll for payroll processing services. The Receiver obtained records from Daszkal Bolton and Payday Payroll.

14. KM is analyzing the tax returns, QuickBooks accounting records, and financial statements for the Receivership Entities in connection with the forensic accounting investigation.

15. KM performed the following tax analysis and tasks on behalf of the Receiver:

- Addressed federal and state tax ramifications of commercial property lease, including investigation of reporting prior to Receiver's appointment and steps necessary to transfer sales tax reporting responsibilities to Receivership.

- Addressed tax ramifications of real property transfers to Receivership from non-receivership entities.

- Prepared Forms 56 for twenty-three Receivership Defendants to advise IRS of Receiver's fiduciary responsibility and prepare for tax compliance monitoring for Receivership's federal and state tax filing requirements.

16. The Receiver retained Cyber Forensics 360 to provide him with informational technology support. Under the Receiver's direction, Cyber Forensics retrieved the Receivership Defendants' customer service server in Panama (called "Sugar"), and reestablished it in the Receiver's Miami office. Cyber Forensics also secured 238 desktop hard drives from Panama possibly containing confidential consumer information and delivered them to Florida where they have been secured and preserved by the Receiver.

B. The Receiver Takes Control of the Receivership Entities' Business and Assets.

17. Since his appointment on May 9, 2017, the Receiver and his counsel have familiarized themselves with the business operations of the Receivership Defendants and Relief Defendants. To do so, the Receiver's team has reviewed thousands of documents, bank records, electronic communications and interviewed Defendants, as well as their employees, customers, and business partners, vendors and suppliers.[5]

18. To date, the Receiver has secured and maintains over 8 Terabytes of electronically stored information from servers, computers, and phones belonging to the Defendants, and is acting as the centralized repository for such data. Due to the extensive efforts

[5] Defendants Smith and Segrea in their interview with the Receiver would only answer questions regarding assets and refused to discuss other areas of the Receiver's inquiry on advice of counsel to avoid waiving their Fifth Amendment rights against self-incrimination.

needed to acquire this extraordinary amount of information, much of which was located outside of the U.S., preserve its integrity, make it usable, as well as to develop a protocol that protects attorney-client privilege, the parties have not yet been given significant access to the information in order to take discovery and prepare their respective cases. The Receiver expects to provide relatively unfettered access to the data shortly.

19. On May 17, 2017, the Receiver filed his First Interim Report in advance of the hearing on the Preliminary Injunction as amended on June 9, 2017 [ECF Nos. 19, 70], which the Court received and cited during the Preliminary Injunction hearing. The Court stated:

> I direct the parties to Page 19 of . . . the Receiver's first interim report. And let me just comment. I find the Receiver has done an incredible job, amazing work with the very little time afforded to the Receiver. And I appreciate the effort and the depth and the quality of the information in that report.

(PI Hearing Transcript at p. 5).

20. Immediately following his appointment, the Receiver served all merchants and ACH processors with the TRO, which froze processing of automatic consumers payments. After his appointment, the Receiver continued to receive in the mail at the Pompano Complex, including bank checks and money orders from consumers. The Receiver obtained the Court's permission to return such consumer payments and did so. [ECF No. 104].

1. The Receiver Secures the Pompano Complex

21. In executing his duties under the Receivership Order, the Receiver and his staff of professionals, with the assistance of the Broward Sheriff's Office and the Florida Department of Agriculture's Law Enforcement Division, took possession of a 50,000 sq. ft. office complex located at 1410 SW 3rd St., Pompano Beach, Florida (the "Pompano Complex"). The Pompano

Complex was titled in the name of Relief Defendant JLMJP Pompano, LLC ("JLMJP").[6] Pursuant to the Expansion and Turnover Orders (as defined later), JLMJP is now a Receivership Defendant and the Pompano Complex is Receivership property.

22. The takedown of the Pompano Complex took place on Wednesday, May 10, 2017.

23. Upon entry into the Pompano Complex, the Plaintiffs' forensic teams disabled the internet and servers to the building. The Receiver thereafter discovered that Sugar was located in Panama City, Panama. The Receiver also learned that much of the Receivership Defendants' operations had moved to Panama in 2015, including the most of the "customer service department." The Receiver has since secured, imaged, returned and reestablished the CRM in Florida. In addition, an employee of GJB has been trained and is proficient in using CRM.

24. The Receiver also learned that Defendants Marcus and Smith created a Panama entity named Discount Marketing USA S.A., which leased office space in Panama and acted as employer to Defendants' employees in Panama. Those employees, in turn, were responsible for Defendants' thousands of customers throughout the U.S. and Canada. The Receiver determined that Defendant Yisbet Segrea oversaw Defendants' Panama operations and had moved to Panama to do so.

[6] Defendant Marcus informed the Receiver that he transferred monies received from the Receivership Defendants to purchase the Pompano Complex. The Receiver has been able to confirm that the funds for acquisition of the property was consumer money that came from Receivership Defendant Active Debt Solutions. Despite being purchased with monies from Receivership Defendant Active Debt Solutions, Marcus caused JLMJP to record a mortgage on the property for $2.4 million in favor of Receivership Defendant Halfpay. None of the Defendants paid rent to JLMJP (or anyone else) for their use of the Pompano Complex. When Marcus rented out a portion of the premises to third parties, the tenants paid their rent to HP Properties Group, Inc., another entity owned and controlled by Marcus that has since become a Receivership Defendant.

25. The Receiver determined that Defendants Marcus and Smith oversaw Defendants' sales and marketing efforts from the Pompano Complex.

26. Additionally, the Receiver discovered that Defendants leased out the excess space in the 50,000 square foot Pompano Complex to two tenants pursuant to leases with JLMJP. However, the tenants were instructed to make lease payments to HP Properties Group, Inc. ("HP Properties"), another Florida corporation owned by Defendant Marcus.

27. The Receiver changed the locks to 6 internal suites (101, 102, 103, the executive office, the server room and the supply closet) to fully secure the Receivership's property inside the premises. Only the Receiver and the Receiver's property manager (Moecker & Associates) have a copy of those keys.

28. In order to assist with day-to-day operations of the now tenant-occupied building, the Receiver engaged Terry Keller of Mocker & Associates to collect mail, distribute mail to tenants, do a daily walk through of the premises, handle issues of maintenance and handle certain tenant inquiries regarding repairs and concerns.

29. In effectuating the seizure of the Pompano Complex, the Receiver and his professionals reviewed thousands of documents on the premises and interviewed personnel and management. During the course of this initial investigation, the Receiver learned that numerous non-Defendant entities (collectively, the "Newly Discovered Entities") utilized the Pompano Complex as their principal place of business and shared common management and employees (the Receivership Defendants, the Relief Defendants and the Newly Discovered Entities shall collectively be referred to herein as the "Common Enterprise Entities").[7] The Receiver and his

[7] The Common Enterprise Entities include: Cockburn & Associate LLC; White Light Media, Inc.; Discount Marketing II, LLC; Glasswell Capital, LLC; First Rate Holdings, LLC; HLFP, LLC; HP Properties Group, Inc.; HP Media, Inc.; JLM85 Management, LLC; NOTT8PB, LLC;

professionals investigated the Common Enterprise Entities and their relationship to each other, the Receivership Defendants and the Relief Defendants. The Receiver's investigation revealed that Defendant Jeremy Marcus directed, with the knowledge and/or assistance of Defendants Smith and Segrea, the transfer of more than $20 million that originated from consumers into the Common Enterprise Entities where he is the ultimate owner-beneficiary. The Receiver and his professionals also traced millions of dollars into, and amongst, the Common Enterprise Entities.

30. The Receiver determined that Defendants Marcus, Smith and Segrea participated in and controlled the Receivership Defendants as part of Defendants' consumer debt relief business. The entities share common management and employees, all of whom answered to Marcus. These entities too were headquartered at the Pompano Complex, utilized common employees, and common third-party professionals, all of whom were paid from Receivership monies that originated from consumers. Monies received from customers were commingled without regard to entity name.

31. Defendant Marcus confirmed in his interviews with the Receiver and his professionals that the declaration of the FTC's forensic accountant, Roshni Agarwal, concerning the transfer of funds from Receivership Defendants to Relief Defendants for Marcus' personal

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Omni Financial Management Inc.; Omni Management Partners LLC; Opaque LLC; Shielded Network LLC; 111 SW 2nd St., LLC; 116 SW 2nd St., LLC; 211 SE 4th Ave, LLC; 311 SE 3rd Ave., LLC; 412 Bayfront Drive, LLC; 422 Bayfront Drive, LLC; 8209 Desmond Drive, LLC; Viking Management Services, LLC; Pro Star, LLC; Summit Management, LLC; Blue42, LLC; Timing is Everything, Inc.; Client Support Team, LLC; Helping America Borrow, Inc.; FFN Business Trust; 321Loans Business Trust; Instahelp America Business Trust; BFS Business Trust; Helping America Borrow Business Trust; Associated Administrative Service Business Trust; ACS Business Trust Active Debt Solutions Business Trust; First Rate Holdings Business Trust; HLFP Business Trust; 1901 Abbey Rd, LLC; 17866 Lake Azure Way Boca Business Trust; US Legal Club Business Trust; Guardian LG Business Trust; Halfpay International Business Trust; JLMLP Pompano Business Trust; Paralegal Support Group Trust; Omni Management Partners Trust; JLM85 Management Business Trust; Glasswell Capital Business Trust; Cockburn & Associate Business Trust; Opaque LLC Trust; Discount Marketing II Trust; MD Marketing; HP Property Group Business Trust; HP Media Business Trust.

real estate investments was true and accurate, i.e., that Receivership monies received from consumers were used to acquire the entities and assets owned and controlled by Marcus. [*See* ECF No. 6, Ex. 2].

32. HP Media, Inc. ("HP Media") is a Florida corporation Marcus created in October 2016. The Receiver determined from his investigation that HP Media (now a Receivership Defendant) paid payroll for the Common Enterprise Entities' domestic employees at the time the TRO was entered. HP Media relied on transfers from other Common Enterprise Entities as its sole source of revenue. Bank records show that HP Media received $684,000 Receivership Defendant, White Light Media, LLC (discussed below) in April 2017 alone.

33. In addition to payroll, HP Media was responsible for paying other operating expenses of the Common Enterprise, including telephone, internet service, web hosting, office supplies, and attorneys' fees. HP Media conducted business out of the Pompano Complex and maintained its books and records there. The directory at the Pompano Complex identifies HP Media as the Common Enterprise Entity occupant there.

2. Description and Maintenance of Pompano Complex

34. The first floor of the Pompano Complex is comprised of a variety of suites previously utilized by a tenant and the Common Enterprise Entities. Suite 100 and 104 housed tenant Licensed Insurance Advisors, LLC ("LIA").

35. The back portion of the first floor was unoccupied, and much of it was under construction to build a new office suite.

36. The second floor of the Pompano Complex contained a call center leased by tenant F3EA Servicing, LLC. F3EA Servicing paid its June 2017 rent on a timely basis. F3EA did not pay its rent for July and August and on August 24, 2017, the Receiver served F3EA with a 3-day eviction notice. F3EA paid the full amount due to the Receiver of $44,809.88, including

late fees, on August 25, 2017. F3EA paid its September 2017 and October 2017 rent timely. However, in mid-September 2017, F3EA appears to have moved out of the premises without notice.

37. Despite the restoration of electricity, internet service and the clean-up of additional minor damage caused by Hurricane Irma, F3EA has not yet returned. The Receiver has inquired of F3EA when it intends to return to the Pompano Complex.

38. As the tenant's lease requires maintenance of the common areas, the Receiver hired daily janitorial staff and a lawn service. The Receiver continues to pay for the Pompano Complex janitorial staff, lawn service and utilities on a monthly basis.

39. The Receiver has also maintained the various systems at the Pompano Complex, including making any repairs when necessary. The fire alarm has been replaced and tested and exterior and parking lighting improved. The Receiver made emergency repairs to the ladies room handicap stall, for an air conditioning leak when the need arose and routine elevator repairs.

40. The Receiver also secured additional general liability insurance which is current. The Receiver has not had any claims on this insurance during his appointment.

41. The Receiver identified two school buses, determined to be a 2003 Blue Bird Bus and a 2006 Intergeneses. The Receiver investigated the origin and condition of the school buses. Receivership Defendant Paralegal Staff Support purchased the school buses and a shuttle bus in June 2015 for $35,000 from Tampa Bus Market, Inc. The shuttle bus (similar to a small airport hotel shuttle) was sold on March 30, 2016 for $8,750 to Word of Living God Ministries. On July 1, 2015, Paralegal Staff Support paid $7,500 to have each of the school buses converted into a 66 seat "party bus" and $22,366 for the installation of a high-end sound system, wood floors, LED

lighting and TV screens. The buses appear to be in good condition but do not start. The Receiver intends to sell the busses as soon as practicable.

42. The Pompano Complex is not currently cash flow positive figuring in the monthly cost of taxes and insurance. The Receiver has drafted an agreed motion seeking approval to market and sell the Pompano Complex and will file such motion shortly.

3. Panama Office and Operations

43. In October 2015, Defendant Marcus, created a Panamanian corporation, Discount Marketing USA, S.A. ("Discount Marketing"), and entered into a 3-year lease on its behalf of office space in Panama City, Panama. Defendants Jeremy Marcus, as President, and Craig Smith, as Treasurer, own the majority controlling interest in Discount Marketing.

44. In 2016, Defendants moved their customer relationship management ("CRM") program and server to Panama City, Panama, along with the Common Enterprises' "customer service department." Defendant Segrea moved to Panama to manage and run the Receivership Defendants' new office.

45. Records the Receiver found at the Pompano Headquarters indicate that Marcus provided Receivership Defendant 321Loans' financials to satisfy financial requirements of the Panama landlord, Global Realty Advisors, S.A.

46. Receivership Defendant Paralegal Support Group, LLC retained Panamanian law firms to provide legal services including immigration, incorporation of Discount Marketing, and opening of bank accounts for Discount Marketing at Multibank, a Panamanian Bank.

47. Ms. Segrea turned over the Panama office keys to the Receiver and one of the Receiver's professionals traveled to Panama to secure, review and inventory the premises, and meet with the landlord. The Receiver found at the Panama office numerous documents, including

Better Business Bureau complaints, correspondence related to Receivership Defendant Cockburn & Associate (now a Receivership Defendant), and correspondence with consumers, and call scripts for the Common Enterprise Entities.

48. In addition to documents, the Receiver discovered numerous computers at the Panama office including four computer servers and 238 workstations, as well as miscellaneous office furniture and equipment. Two of the servers hosted "Sugar," Defendants' CRM database. The other two servers are Windows Domain servers which the Receiver believes hosts a copy of data from individual workstations.

49. On Friday, August 25, 2017, the Receiver's computer forensic team began the repatriation of four computer servers from the Panama office to the United States. Additionally, the forensic team removed hard drives from approximately 238 workstations and returned the hard drives to the forensic computer lab (located in Davie, Florida) along with the servers. Recently, the Receiver successfully completed the task of reactivating Sugar in Florida and in making an image of the server hosting her data for evidentiary purposes.

50. The Receiver currently maintains control over the Panama office and has paid utilities and IT services, all of which were necessary for the preservation of the CRM server and database. The Receiver is in discussions to return the premises to the landlord as soon as remaining office furniture, cubicles, and computers (without hard drives) are disposed of appropriately.

C. Common Enterprise Entities' Technology, Internet Applications, and Customer Service Management Software.

51. While interviewing employees at the Pompano Complex, the Receiver learned that the Receivership Defendants operated through a number of IT applications, Intermedia for e-

mail communications, EZ Texting for text communications and VICIhost.com for phone based information collection, including voice recordings.

52. The Receiver worked with the FTC's IT contractors to terminate outside access to the various applications as quickly as possible, including changing passwords. The IT contractors also created mirror images of the hard drives and servers located within the Common Enterprise Entities' offices, as appropriate.

53. As described above, the server for Sugar was located in Panama, but, with the assistance of Anthony Loch (the Defendants' in-house IT employee), the Receiver was able to gain remote access.

54. The Receiver identified approximately 700 e-mail accounts belonging to various current and former employees of the Common Enterprise Entities hosted through Intermedia. The Receiver's IT professionals and the FTC's IT professionals disabled e-mail access to outsiders.

55. The Common Enterprise Entities utilized VICIhost.com to handle its back-office telephone call management. Elvis Collado, another employee of the Receivership Defendants, informed the Receiver of the necessary steps to bring the telephone system back online. Further, Mr. Loch informed the Receiver that VICIhost.com may have sent the Common Enterprise Entities a disk of phone call recordings, but the Receiver and Mr. Loch were unable to locate the disk. The Receiver sent VICIhost.com a preservation and turnover letter on May 12, 2017. VICIhost.com provided the Receiver with approximately 6.7 million phone call recordings which have been loaded into an electronic platform for review.

56. The Receiver also determined that the Common Enterprise Entities utilized Reliant Account Management ("RAM") for its ACH processing. RAM had a client login that

permitted remote access to the Common Enterprise Entities' ACH funding accounts. The Receiver obtained the username and password and reviewed files therein. The Receiver's review confirmed that the Common Enterprise Entities with the knowledge and assistance of Defendants Marcus, Smith, and Segrea commingled and moved monies amongst each other without regard to corporate formality. The Receiver utilized the data provided by RAM as part of his forensic analysis to determine how money collected from consumers via RAM flows through the myriad of related entities Defendants utilized. This analysis is almost complete.

57. RAM has cooperated with the Receiver, including by providing a Dropbox link for a variety of account information and returning Receivership Defendant monies that RAM held as of May 9, 2017. The Receiver and his professionals have reviewed this data which dates back to February 2013.

D. The Receiver's Website, 1-800 Hotline, and Customer Relations.

58. The Receiver created a website to disseminate to the Receivership Defendants' customers and others up-to-date information on the progress of this case. The website is also the customers' easiest point of contact with the Receiver. Besides case updates and links to court documents, it has a link to send the Receiver e-mails, lists the Receiver's 1-800 hotline number ("Hotline"), and includes a standardized form for customers to submit claim information. All inquiries, whether received by telephone message or e-mail, are promptly reviewed and responded to.

59. RAM, the Common Enterprise Entities' main ACH processing company, also provides the Receiver's contact information to consumers who have questions. The Receiver set up a separate dedicated e-mail address (ram@gjb-law.com) to respond to those inquiries.

60. With the assistance of CRM, the Receiver created a call log comprised of the names and contact information for over 36,000 customers (includes active, cancelled and closed accounts) in order to track client calls and information pertinent to each caller (i.e., amounts paid, pending litigation, and document management) (the "Call Log").

61. As of the filing of this Report, the Receiver and his staff spoken to over 1,200 customers and updated the Call Log with summaries of each call.

62. For a number of customers who have called, the Receiver has compiled e-mails, documents and CRM notes.

63. Separately, the Receiver has received and responded to over 2,500 e-mails sent to info@321loansreceivership.com or info@financialfreedomreceivership.com by customers seeking information regarding the nature of the Receivership case, expectations for recovery of assets and timing for payment of their claims.

64. On May 24, 2017, the Receiver sent correspondence via e-mail to approximately 224 attorneys that may have received referrals to them by Receivership Defendants US Legal Club, Paralegal Support Group or Defendants' employee-agents pursuant to one or more local counsel arrangements (collectively, the "Network Attorneys"). The Receiver provided the Network Attorneys with information regarding known upcoming hearings of Defendants' customers and reminded them of their continuing ethical and legal obligations to represent the customers, who were the attorneys' clients. Neither the Receiver nor his counsel has been responsible for filing, appearing or defending any matter or case filed or pending against the customers.

65. On June 14, 2017, the Receiver sent correspondence to over 3,150 customers identified as having active pending legal cases, notifying them that the Receiver would not be

paying or otherwise providing legal representation. Beginning on June 26, 2017, and continuing thereafter, the Receiver has returned original legal documents received in the mail to customers in order to facilitate their ability to obtain counsel to represent them. Customers with pending legal matters have been urged to immediately contact the attorney handling their case to discuss the status, make financial arrangements with their counsel or end that relationship and retain another attorney. Additionally, the Receiver has provided information and documents saved in CRM to numerous customers in response to their inquiries regarding pending legal matters.

66. On July 7, 2017, the Receiver sent an e-mail to over 16,000 customers identified in the CRM as having an e-mail address, directly notifying them of this case, the PI, the Receivership and information regarding the cessation of ACH withdrawals from their accounts. The Receiver mailed the same information by U.S. mail to approximately 3,200 consumers with no known e-mail address.

67. On August 24, 2017, the Receiver sent another e-mail blast to customers providing an update on the status of the Receivership case and directing them to the Receiver's website for future information.

E. The Receiver's Role and Efforts as Repository and Manager of Electronic Data for Use by the Parties in Discovery and at Trial.

68. The Receiver is the repository of electronic data in this case (as well as all Receivership Entity documents), and is working with all parties to provide copies of electronic data in his possession. Each individual Defendant has provided information to the Receiver's professionals regarding data which he or she respectively claims needs to be redacted from the data. The Receiver's professionals have accommodated those requests and the parties have all agreed to a procedure in which the Receiver will provide copies of electronic data once redacted.

The parties have provided the requisite 6 TB of hard drives to the Receiver's professionals to accomplish the initial duplication process in phases or tranches.

69. The Receiver's production will be on a rolling basis as the Receiver obtains additional data from turnover demands and subpoenas. Each party has the opportunity of "opting out" of having any specific subset of data copied. The vast majority of the data in the Receiver's possession will be provided in the initial tranche. These various sets of data are voluminous. The Receiver has, and continues, to collect data from various sources, both domestically and abroad.

70. The data is preserved by the Receiver in a variety of locations with built in redundancy. Select data, limited by size capability, is saved internally on the Receiver's professionals' internal server. Complete data, with the exception of the CRM server and the Panama hard drives and data, are preserved at the Receiver's professionals' third party e-discovery service; the CRM data and the Panama data are preserved on separate hard drives as well as in real time accessible format, in the case of CRM. Data subsets (i.e., data extracted from the individual defendants' smartphones) are also preserved on dedicated viewing platforms designed for review of electronic data from smartphones.

71. Power outages experienced because of Hurricane Irma caused a delay in the duplication of the redacted data to be provided to the parties. The Receiver has provided the first tranche of data to all parties except for Defendant Marcus, who has not yet submitted blank drives on which the Receiver can load the data.

F. Violations of the May 9, 2017 Asset Freeze.

1. Defendant Jeremy Marcus' Wife

72. On Friday, May 12, 2017, Amanda Finley, Jeremy Marcus' wife, advised that she had obtained a certified check for $282,356 closing out the TBE account held in hers and

Marcus' names at Citibank even though the TRO was served on her husband Defendant Jeremy Marcus at home early on May 10, 2017. Ms. Finley was served with the TRO via e-mail on May 10, 2017 at 8:29 a.m. She represents that she obtained the check prior to learning of the Court's Order. The certified check is dated May 11, 2017 and the receipt shows a time of 1:38 p.m. Ms. Finley advised that she attempted to repatriate the funds to the account at 5:30 p.m. on May 11, but that the bank had closed at 5:00 p.m. She further advised that she again attempted to repatriate the funds prior to her disclosure to Receiver's counsel, but was informed that the bank rejected her attempts owing to the Court's Order. Ms. Finley turned the check, which she had endorsed, and the related bank receipts over to Receiver's counsel immediately after disclosure. The Receiver is holding these monies in a fiduciary account.

2. Defendant Jack Marcus

73. On Monday, May 15, 2017, Jack Marcus, Jeremy Marcus' father, closed out Defendant Halfpay's account at TD Bank via cashier's check in the amount of $255,000.00 (even though TD Bank had been served by both the Plaintiffs and the Receiver). The cashier's check was dated May 15, 2017 and the enclosed receipt was time stamped at 12:33 p.m. The Receiver deposited the cashier's check in a fiduciary account.

3. Defendant Craig Smith and His Wife

74. On May 10, 2017, Defendant Craig Smith's wife, Tiffanie Smith, withdrew $3,500 in cash from their joint bank account at Bank of America after Defendant Craig Smith was served with this Court's order freezing his assets. Mrs. Smith withdrew the funds after she received a text from Defendant Craig Smith on May 10, 2017 at 8:30 a.m. directing her to "take the monies out of the bank." Craig Smith's text came after the Receiver began the takedown of the Pompano Complex with Smith present. Simultaneously, Tiffanie Smith also withdrew

$20,000 from a Bank of America account titled in her name. Based upon the Receiver's interview with Tiffanie Smith, it is his belief that Defendant Craig Smith had an interest in the monies held in Tiffanie Smith's account. Counsel for Craig Smith is currently holding the remaining funds (approximately $14,000) in trust.

4. Titan Funding and Its Principals Edward Piazza, John Mansour, and Howard Babcock

75. Titan Funding, LLC is a privately held financial services firm through which Defendant Marcus and Receivership Defendants, including Halfpay, provided over $14 million in hard money loans and other investments using monies that originated from consumers. Its principals are Edward Piazza, John Mansour and Howard Babcock.

76. Titan Funding's sister company Titan Loan Servicing serviced the loans, or investment, as the case may be, for an additional fee.

77. One of the investments Marcus and Halfpay made through Titan Funding was the purchase of a real estate development in Beecher, Illinois consisting of approximately 138 parcels (of which 126 remain). Marcus owned the development through Nantucket Cove of Illinois, LLC, an original Relief Defendant that has since become a Receivership Defendant by virtue of this Court's Expansion Order. Jeremy Marcus and Edward Piazza were the only two people with signature authority over Nantucket Cove's bank account.

78. On May 11, 2017, two days after the Court entered its initial asset freeze order prohibiting the removal of funds from the Nantucket Cove account, Piazza withdrew $350,000. Piazza made this withdrawal immediately after receiving two phone calls. One originated from Defendant Marcus, who called Piazza's partner John Mansour to warn him that his companies were being taken over by a federal agency (Mansour and Piazza told the Receiver they thought it was the SEC rather than the FTC). The other call came from the banker who had introduced

Marcus to Piazza, who also warned Piazza that Marcus' companies were in trouble. Piazza immediately withdrew $350,000 from Receivership Defendant Nantucket Cove's account, leaving just $24,664.96. Piazza transferred $150,000 to himself and his two partners Mansour and Babcock ($50,000 each). Piazza also gave $30,000 to Titan Funding's attorney in Kentucky and used $59,750 to fund a construction draw on one of the Halfpay loans Titan Funding was servicing.

79. The Receiver has made numerous demands for return of the monies, but Titan Funding and its principals have returned only the $110,000 they did not spend. Additionally, Titan Funding and its principals have failed to provide an accounting of all monies they have received on behalf of Halfpay as loan servicer/investment manager. The Receiver has prepared a motion for an order to show cause why Titan Funding and its principals should not be held in contempt for violating this Court's order and expects to file it shortly.

5. May 12 and 15, 2017 Multibank Transfers

80. The Receiver's investigation revealed that on May 12, 2017 and May 15, 2017, Receivership Defendant Discount Marketing transferred $110,743.54 and $53,478.44, respectively, to Multibank in Panama for "Planilla Automatica" [automatic payroll]. As indicated in texts between them, Defendants Segrea and Marcus effectuated the transfers after they had been served with the TRO on May 10, 2017. Based on historical bank records, Panama payroll typically ranged between $45,000 and $55,000 per month. The Receiver is investigating why the amount was larger than usual.

81. Marcus cooperated with the Receiver in the repatriation of monies in Discount Marketing's Multibank account. However, he did not inform the Receiver that he and Segrea had previously debited approximately $163,000 from the Multibank account in violation of the

Court's asset freeze order.

G. Interviews with Defendants, Their Employees, and Others.

82. Receiver's professionals conducted multiple interviews with Defendant Jeremy Marcus, during which he acknowledged that the Common Enterprise Entities, including the Receivership Defendants, were all part of a single enterprise that he owned and controlled, and that monies the Receivership Defendants received from customers were the ultimate source for the Common Enterprise Entities' asset purchases, investments and loans.

83. The Receiver's professionals also conducted two interviews of Defendant Craig Smith, the first of which occurred on May 10, 2017 at the Pompano Complex. Mr. Smith provided keys for various items around the Pompano Complex, including cabinets, storage lockers and safes. Mr. Smith voluntarily appeared for a second interview to discuss only issues regarding assets. Mr. Smith refused to discuss issues regarding the operations of the Receivership Defendants on advice of counsel, including to preserve his Fifth Amendment Rights.

84. Ms. Segrea voluntarily appeared for an interview to discuss only issues regarding assets. Ms. Segrea also would not discuss issues regarding Receivership Defendant operations on advice of counsel, including in order to preserve her Fifth Amendment Rights.

85. The Receiver's team also interviewed other employees to gain an understanding of their job functions and how the Defendants conducted business, including:[8]

a. Mike Silva, Sales and Special Projects, Customer Violation Lawsuits
b. Michelle Rolle, Paralegal
c. Zena Leonardi, Paralegal

[8] Pursuant to section 13(C) of the TRO, the Receiver catalogued pertinent information from these employees, including their name, home address, social security number, job description, company history, passwords or access codes, method of compensation, and accrued and unpaid commissions and compensation of each such employee or agent.

d. Paul Herman, Esq.
e. Jeremy Menn, Human Resources and Sales
f. Anthony Loch, IT Professional
g. Omar Glenn, CRM Administrator
h. Elvis Collado, Vicidial Phone Systems Administrator
i. Marc Cohen
j. Tiffanie Smith

86. The Receiver's team has also interviewed the following people (amongst others) regarding the business and financial affairs of the Defendants:

k. Corinne Wright MacLeod, Esq., Minnesota Department of Commerce
l. Howard Babcock, Esq.
m. Sheila Cockburn, Esq.
n. Otto Bergés, Esq.
o. Michael Lupolover, Esq.
p. Frank Lindner, Esq.
q. Edward Piazza
r. Denton Douglas
s. John Mansour
t. Michael Gosnell, Esq.
u. Miriam Cronkhite

87. In addition, the Receiver's team sent turnover and preservation letters to the following professionals (amongst others) regarding the business and financial affairs of the Defendants:

a. Mr. Dennis D. Smith, Tripp Scott
b. Mr. Seth E. Ellis, Tripp Scott
c. Mr. Gerald Greenspoon, Greenspoon Marder, P.A.
d. Franqui Totten, LLP
e. Michael I. Daszkal, Daszkal Bolton, LLP
f. Lindner & Lindner, PC
g. James T. Meggesto, Holland & Knight
h. Samuel Rogatinsky, Rogatinsky & Matthews
i. Fixtel, Inc. d/b/a VICIHost.com
j. Quijano & Associates
k. Salinas & Salinas
l. Gray & Co.
m. MZ Accounting Services, Inc.
n. MONEX

H. Monies and Property the Receiver Has Successfully Brought Back to the Receivership Estate.

1. Bank Accounts

88. On May 10, 2017, the bank accounts of the then existing Receivership Defendants contained a combined total of $892,638.88.

89. Since being appointed, the Receiver opened fiduciary accounts, and increased the cash balance of the Receivership by expanding the Receivership, repatriating monies located outside of the U.S., enforcing the Court's asset freeze, demanding turnover of funds held by third parties, selling two properties, collecting loan repayments, collecting rent from tenants and managing a residential development project in Illinois. *See* Ex. B (Schedule of Deposits).

90. On July 7, 2017, the Receiver filed an Agreed Verified Motion to Expand Receivership [ECF No. 89] (the "Expansion Motion") and an Agreed Motion to Turn Over and Transfer Title to Certain Real Property and Sale Proceeds [ECF No. 90] (the "Turnover Motion").

91. On July 31, 2017, the Court entered an Order Granting the Expansion Motion [ECF No. 102] (the "Expansion Order") naming Viking Management Services, LLC, Cockburn & Associate LLC, Omni Management Partners LLC, Discount Marketing USA, S.A., JLMJP Pompano, LLC, Nantucket Cove of Illinois, LLC, Halfpay International, LLC, Halfpay NV, LLC, HP Properties Group, Inc., HP Media, Inc., White Light Media LLC, Blue42, LLC as Additional Receivership Entities.

92. On July 31, 2017, the Court entered an Order Granting the Turnover Motion thereby making each parcel of Real Property (as defined therein), as well as any sale proceeds thereof, an asset of the Receivership Estate [ECF No. 100]. The entities affected by the Turnover Order are JLMJP Pompano, LLC, 1609 Belmont Place Business Trust, 630 SE 25th

Avenue Business Trust, 114 SW 2nd Street Business Trust, 603 Renaissance Lane Business Trust, 16 S H Street Lake Worth Business Trust, 412 Bayfront Drive, LLC, 111 SW 2nd Street Business Trust, 114 Southwest 2nd Street DBF LLC, 80 Nottingham Place Business Trust, 211 SE 4th Ave Business Trust, 311 SE 3rd Street Business Trust, Brick7190 LLC, Jean Pierre Trust #3, 412 Bayfront Drive Business Trust and 72 SE 6th Avenue Business Trust.

93. One of these properties was a condominium located in Boynton Beach, FL titled in the name of 412 Boynton Beach LLC, a company owned by Jeremy Marcus through a trust in which his father Jack Marcus was listed as trustee. The property was under contract for sale at the time the Receiver was appointed. The Receiver authorized the closing on the condition that sale proceeds, approximately $173,000, would go to one of the Receiver's fiduciary accounts. Pursuant to the Turnover Order, the proceeds became property of the Receivership Estate.

94. Another one of these properties was a condominium located at 72 SE 6th Avenue, Unit F, Delray Beach, FL 33483. It was titled in the name of the 72 SE 6th Avenue Business Trust owned and controlled by Jeremy Marcus through a trust in which his father Jack was listed as trustee. This property was also under contract when the Receiver was appointed, and the Receiver permitted it to close on condition that proceeds go into a fiduciary account. The proceeds of that sale, approximately $466,000, also became property of the Receivership Estate pursuant to the Turnover Order.

95. As a result of the Receiver's Expansion Motion and the Order granting same, Cockburn & Associate LLC's accounts in Canada with a balance of $626,507.80 CAD (approximately $475,000 US), became property of the Receivership, and the Receiver repatriated those monies to his fiduciary accounts.

96. Likewise, as a result of the expansion of the Receivership over Discount

Marketing USA S.A., over $1 million held by Discount Marketing in Panama became property of the Receivership Estate, and the Receiver has repatriated those funds to his fiduciary account.

97. The Receiver also demanded and obtained $1,399,000 the Receiver learned was being held in escrow in anticipation of Defendants' acquisition of debt-relief consumers who "belonged" to another debt relief company, including their individual "escrow accounts."

98. The Receiver also discovered in his investigation that JLMJP and HP Properties Group, Inc. were lessors under certain leases with respect to real estate titled in the name of other Common Enterprise Entities. As a combined result of the Expansion and Turnover Orders, the Receiver became both the owner of such properties and landlord entitled to receipt of rent, and the Receiver's team has actively managed the properties and collected rent.

99. The Receiver has also demanded and obtained over $100,000 in mortgage loan payments on performing loans serviced by Titan Funding.

100. The Receiver also demanded and obtained the return of $647,356 that Titan Funding, Jack Marcus, and Amanda Finley (as discussed elsewhere) obtained in violation of the Court's asset freeze.

101. As a result of the Receiver's and his professionals' efforts, the Receiver has increased the Receivership Estate's cash position, and the Receiver's fiduciary bank accounts have a current total balance of $6.196M.

2. Real Estate Holdings

102. The Receiver has also acted aggressively to obtain ownership and control over real estate. The Receiver identified 16 parcels of commercial and residential real estate that Defendant Marcus confirmed were purchased with customer monies that were titled in the names of entities that Marcus owned or controlled.

103. As a result of the Receiver's Motion for Turnover and the Turnover Order, these

properties are now assets of the Receivership. The tax assessor's offices list the real property as collectively having a market value of $7,526,335.

104. The real estate that the Receiver has brought into the Receivership Estate pursuant to the Turnover Motion is as follows:

a. 1410 SW 3rd St., Pompano Beach, FL 33069 – This property consists of over 6 acres and contains a 50,000 square foot office space (portions of which remain under construction) and headquarters of the Receivership Defendants. The owner of record was Receivership Defendant JLMJP Pompano, LLC.

b. 1609 Belmont Place, Boynton Beach, FL 33436 – This property is a townhouse, and the owner of record was 1609 Belmont Place Business Trust. The townhouse is currently vacant.

c. 630 SE 25th Ave., Fort Lauderdale, FL 33301 - This property is a single family home, and the owner of record was 630 SE 25th Avenue Business Trust. This home is currently vacant and unfinished. The Receiver is evaluating whether continuing construction to completion is in the best interest of the Receivership Estate.

d. 114 SW 2nd St., Delray Beach, FL 33444 - This property is a triplex. Three tenants reside there and pay a monthly combined rent of $2,265.00. The Receivership currently pays common area utilities and $150.00 per month for landscaping services.

e. 603 Renaissance Lane, Delray Beach, FL 33483 - This property is a townhouse, and the owner of record was 603 Renaissance Lane Business Trust. The tenant moved out in June 2017 pursuant to the lease, and the property is currently vacant. The Receiver currently pays utilities for this property.

f. 16 S H Street 1, Lake Worth, FL 33460 - This property is a 12-plex, and the owner of record was 16 S H Street Lake Worth Business Trust. This property is operated as a licensed adult rehabilitation facility with "micro-units" and shared kitchens and bathrooms. A single lease exists for the entire property, and the monthly rent is $11,686.25 plus utilities, which is current. The Receiver pays $250.00 per month for landscaping services.

g. 422 Bayfront Drive, Boynton Beach, FL 33435 - This property is a townhouse, and the owner of record was 412 Bayfront Drive LLC. This townhouse is currently vacant. The Receiver currently pays utilities and HOA fees for this property.

h. 111 SW 2nd St., Delray Beach, FL 33444 - This property is a duplex, and the owner of record was 111 SW 2nd Street Business Trust. Three tenants pay monthly combined rent of $1,800. The Receiver pays common area utilities and $150.00 per month for landscaping services.

i. 116 SW 2nd St., Delray Beach, FL 33444 - This property is a vacant lot, and the owner of record was Relief Defendant 114 Southwest 2nd Street DBF, LLC.

j. 80 Nottingham Place, Boynton Beach, FL 33426 - This property is a townhouse, and the owner of record was 80 Nottingham Place Business Trust. A single tenant pays $2,100.00 per month and is current.

k. 211 SE 4th Ave., Delray Beach, FL 33483 - This property is a vacant lot, and the owner of record was 211 SE 4th Ave Business Trust. The Receiver currently pays $225.00 per month for landscaping services.

l. 311 SE 3rd St., Delray Beach, FL 33483 - This property is a vacant lot, and the owner of record was 311 SE 3rd Street Business Trust. The Receiver currently pays $90.00 per month for landscaping services.

m. 7190 Brickyard Cir., Lake Worth, FL 33467 - This property is a single family home, and the owner of record was Brick7190 LLC. A single tenant pays $2,667.00[9] per month and is current.

n. 225 N H Street 1, Lake Worth, FL 33460 - This property is a 4-plex, and the owner of record was Jean Pierre Trust #3. This building is currently vacant and was under construction when the Receiver was appointed. The Receiver is evaluating whether completing construction is in the best interest of the Receivership Estate. The Receiver currently pays utilities for this property.

o. 221 N H Street 1, Lake Worth, FL 33460 - This property is a 10-plex, and the owner of record was Jean Pierre Trust #3. This building is currently vacant and was under significant construction as of the date of the Receiver's appointment. The Receiver is evaluating whether completing construction is in the best interest of the Receivership Estate. The Receiver currently pays utilities for this property.

p. 219 N H Street 1, Lake Worth, FL 33460 - This property is a 4-plex, and the owner of record was the Jean Pierre Trust #3. This building is currently vacant and unfinished. The Receiver has not yet evaluated whether completing construction is in the best interest of the Receivership Estate. The Receiver currently pays utilities for this property.

3. Real Estate Titled in the Name of Individuals and Relief Defendants Over Whom the Receiver Will Be Seeking Ownership

a. Defendant Craig Smith's House at 7399 Brunswick Circle, Boynton Beach, FL 33472

105. Defendant Craig Smith owns a house he no longer lives in located at 7399 Brunswick Circle, Boynton Beach, FL 33472. The Receiver's investigation revealed Halfpay,

[9] This property is the only real estate owned by a Jeremy Marcus controlled entity with a loan being serviced by Titan Servicing, *infra*.

not Mr. Smith, paid the $520,000 purchase price (in May 2016). The Receiver's forensic analysis traced Halfpay's source of funds for the purchase from consumer funds. *See* Ex. C.

106. On May 20, 2016, Defendant Craig and his wife, Tiffanie Smith, an employee of the Receivership Defendants, executed a mortgage deed in favor of Halfpay for a loan in the principal amount of $520,000, and on February 22, 2017, Halfpay issued a satisfaction of the mortgage. The Receiver's investigation revealed that Craig and Tiffanie Smith did not pay anything to Halfpay to satisfy the mortgage. Craig and Tiffanie Smith acknowledged this. On August 30, 2017, Tiffanie Smith executed a quit-claim deed so that the Smith House is now only in the name of Defendant Craig Smith. Craig Smith, however, has refused to turn over the house to the Receiver. The Receiver will file the appropriate motion.

b. Defendant Jeremy Marcus' House at 300 Royal Plaza Drive

107. On July 7, 2016, Defendant Marcus purchased for $5.25 million a waterfront home at 300 Royal Plaza Drive, Fort Lauderdale, FL 33301 (the "Marcus House"), through the Jean Pierre Trust #1 which Marcus owns and controls. On February 22, 2017, the Jean Pierre Trust #1 executed a quit-claim deed transferring ownership of the Marcus House to Defendant Jeremy Marcus and his wife Amanda Finley.

108. The Receiver's forensic accountant performed a tracing analysis confirming that the source of funds for the purchase of the Marcus House was Receivership Defendant monies that came from consumers. *See* Ex. D. The Receiver shared the results of his tracing analysis with counsel for Jeremy Marcus and his wife Amanda Finley. Ms. Finley has quit-claimed her interest in the house to Marcus. Defendant Marcus, however, has refused to turn over the property to the Receiver. The Receiver will be filing a motion seeking an equitable lien and other appropriate relief in an amount not less than $5,300,000.

c. Relief Defendant James Marcus and His Wife's House at 6665 Green Valley Circle #222, Culver City, CA 90230

109. On September 27, 2016, James Marcus (Jeremy's brother) and his wife Jennifer Perez purchased a townhome at 6665 Green Valley Circle #222, Culver City, CA 90230 (the "Culver City House") for a cash purchase price of $497,279.51. The Receiver's investigation has established that neither Relief Defendant James Marcus nor his wife provided any consideration for the Culver City House. Rather, the Receiver's forensic accountant's tracing analysis confirms that the ultimate source of funds was Receivership Entities.

110. James Marcus has not cooperated with the Receiver regarding turnover of the Culver City House, and the Receiver is preparing papers seeking an equitable lien and other relief in an amount not less than $497,279.51.

d. Relief Defendant Teresa Duda's House at 110 Glouchester St., Boca Raton, FL 33487

111. On September 11, 2014, Jeremy Marcus purchased a single family house at 110 Glouchester St., Boca Raton, FL 33487 (the "110 Glouchester House") for $105,000.00, which he then transferred to 110 Glouchester St., LLC, a limited liability company owned by Marcus. On February 22, 2017, Marcus executed a quit-claim deed transferring ownership to Relief Defendant Teresa Duda, Jeremy Marcus' mother.

112. The Receiver's investigation has confirmed that Duda provided no consideration for the house. The Receiver's forensic accountant's tracing analysis also established that the sole source of funds for the purchase of the house was Receivership Defendant Active Debt Solutions, who obtained its funds from Receivership customers. Additionally, $29,981.99 in Active Debt Solutions/consumer funds were used for improvements to the 110 Glouchester House, as well as to pay property taxes on the house. Until recently, Ms. Duda used the house as

an income producing property.

113. Ms. Duda has refused to turn over the house, and the Receiver is preparing papers seeking appropriate relief.

e. Relief Defendant Jack Marcus' House at 6436 Grand Cypress Circle, Lake Worth, FL 33463

114. On July 28, 2015, Receivership Defendant Halfpay purchased a single family home at 6436 Grand Cypress Circle, Lake Worth, FL 33463 (the "Grand Cypress House") for $220,000. On May 1, 2016, Receivership Defendant Halfpay quit-claimed the deed to Relief Defendant Jack Marcus, Jeremy Marcus' father. Jack Marcus did not provide any consideration for the Grand Cypress House. The Receiver's forensic accountant performed a tracing analysis confirming that Receivership Defendant Halfpay was the sole source of funds for the purchase. *See* Ex. E.

115. Jack Marcus has not cooperated with the Receiver regarding turnover of the house, and the Receiver intends to seek relief from this Court seeking turnover as well as an equitable lien.

I. Receivership Defendants' Hard Money Loans.

116. The Receiver's investigation also revealed that Mr. Marcus and Receivership Defendants acted as direct hard money lenders to third parties for the purchase of real estate and other property (without utilizing Titan Funding).

117. On about March 27, 2015, Receivership Defendant Halfpay loaned $75,000 to McGhee 1531, LLC, a Florida limited liability company, and received a Mortgage Deed and Assignment of Leases, Rents and Profits. The collateral for this loan is a single family home located at 1531 NE 151th Terrace, Miami, FL 33162. The loan documents indicate it is an interest only loan with a term of 36-months, an interest rate of 12%, a late fee of 5%, and balloon

payment of $75,000 due on April 1, 2018. The Receiver understands from his interview with Tiffanie Smith that the borrower was habitually late with its monthly payments. The borrower is not current on his payments, and the Receiver has initiated collection efforts.

118. On approximately March 23, 2015, Receivership Defendant Halfpay loaned $120,000 to EFP Rental Investments LLC, a Florida limited liability company, and EFP executed a Mortgage Deed and Assignment of Leases, Rents and Profits in favor of Halfpay. The collateral for this loan is an office/warehouse located at 1274 NW 29th St., Miami, FL 33142. This mortgage is an interest only 36-month mortgage with an interest rate of 12%, a late fee of 5%, and balloon payment of $120,000 due on April 1, 2018. The Receiver understands from his interview with Tiffanie Smith that EFP Rental was regularly late with its monthly payments of $1,200 per month. EFP Rental is not current on its payments, and the Receiver has initiated collection efforts.

J. Titan Loans and Investments.

119. In the course of his investigation, the Receiver learned that Receivership Defendant Halfpay funded hard money loans with assistance from Titan Funding, LLC ("Titan Funding"). Marcus admitted that Halfpay's source of funds was money received from the Receivership Defendants' consumers.

120. Halfpay invested over ten million dollars with Titan Funding.[10] Titan Funding originated loans funded by Halfpay for a fee. Loan repayments were generally made to Titan Loan Servicing LLC ("Titan Servicing"), Titan Funding's sister company who serviced the loans, also for a fee. The Receiver will refer to Titan Funding and Titan Servicing together as

[10] In interviews of Messrs. Mansour, Piazza and Babcock, they did not distinguish between Marcus, Halfpay or HP Properties, and stated that they considered the three to be one and the same.

"Titan."

121. The Receiver served the PI and a demand for turnover of monies and documents on Titan and their principals Edward Piazza, John Mansour and Howard Babcock. The Receiver also served a subpoena duces tecum on PNC Bank for bank records of Titan. PNC has provided responsive documents and they are being analyzed.

122. On June 14, 2017, the Receiver formally requested accountings from Titan. Despite repeated requests, Titan has not provided an accounting. As discussed in the asset freeze violation section, *supra*, the Receiver is filing a motion for order to show cause.

123. Piazza, Mansour and Babcock[11] have all been interviewed by the Receiver and his counsel.

124. The loans funded by Halfpay/Marcus are in the name of Titan Funding. The Receiver is currently working with Titan Funding to get assignments of the loans and security agreements.

125. Titan has forwarded some of the loan payments it has received from borrowers since the PI. The Receiver is still awaiting an accounting from Titan Funding and therefore cannot confirm whether all loan payments have been turned over.

126. The Receiver and his professionals have reviewed the loan documents Titan provided and has had numerous communications with Titan and its counsel about them. The Titan Funding loans are as follows:

1. Titan Funding Portfolio – Performing Loans

127. **Daily Sales, Inc.** – On June 29, 2016, Halfpay became a 33.33% participant in a

[11] The Receiver discovered that Halfpay also loaned Titan principal, Howard Babcock, $100,000, payment for which is past due. The Receiver has made demand for payment. Babcock acknowledges the debt but states he is unable to pay at this time.

$1,500,000 balloon construction loan to Daily Sales, Inc., a Florida corporation. The loan has an intermittent draw schedule and a maturity date of December 31, 2017. The loan has an interest rate of 12% for principal drawn and 3% for undrawn principal. Halfpay has met its funding obligations for construction draws under the note and the borrower is current.

128. **Placencia Properties, LLC** – On February 1, 2016, Placencia Properties, LLC, a Florida limited liability company, executed a Balloon Promissory Note in favor of Halfpay for a loan in the principal amount of $2,000,000. The collateral for the loan is a luxury home and 3 warehouse properties in Palm Beach County, Florida. The interest rate is 12% and the original maturity date was February 1, 2016, which was subsequently extended to July 31, 2016. The maturity date of the loan has been further extended by agreement. On August 30, 2017, Titan Servicing wired the Receiver $500,000 which its counsel stated was to partially pay down the loan principal from proceeds from the sale of warehouse property collateral.

129. **Andrew Russo** – On February 20, 2015, Andrew Russo, a resident of North Carolina, executed a Balloon Promissory Note in favor of Halfpay for a loan in the principal amount of $250,000. The collateral for the loan is a single family home located in Wilmington, NC. The interest rate is 12% and the original maturity date is March 1, 2017. The maturity date of the loan has been extended by agreement to March 1, 2018.

130. **Tam Holdings, LLC** – On May 26, 2016, Tam Holdings, LLC, a Florida limited liability company, executed a Balloon Promissory Note in favor of Halfpay for a loan in the principal amount of $350,000. The collateral for the loan is an office building located in Fort Lauderdale, FL. The interest rate is 12% and the original maturity date is June 1, 2017. The maturity date of the loan has been extended by agreement to December 1, 2017.

131. **Taylor Group Holdings, LLC** – On August 30, 2016, Taylor Group Holdings,

LLC, a Florida limited liability company, executed a Balloon Promissory Note in favor of Halfpay for a loan in the principal amount of $300,000. The collateral for the loan are two single family homes located at Miramar, FL and Pembroke Pines, FL. The interest rate is 12% and the original maturity date is March 1, 2017. The maturity date of the loan has been extended by agreement.

132. **Brick7190, LLC** – On March 26, 2016, Richard Fullam and Denise Pastorino-Fullam, husband and wife, entered into a Lease Addendum with Brick7190, LLC regarding a rent-to-own arrangement for a single family home located at Lake Worth, Florida. The Brickyard Home is property of the Receivership Estate pursuant to the July 31, 2017 Turnover Order. The Fullams paid $100,000 as an Option Rights Fee and have the right to lease the property for 2 years (through March 31, 2018) for $2,667 per month. The Fullams are currently paying rent into their attorneys' trust account and are current. The Fullams have expressed interest in exercising their option to purchase and the Receiver intends to explore that option in a manner that is most beneficial to the Receivership Estate. While the exact amount may vary depending on the timing of the exercise of the option to purchase, the Receivership Estate can expect to receive approximately $340,000.

2. Titan Funding Portfolio – Nonperforming Loans

133. **Benderoff/William Gonte** – On March 16, 2016, Halfpay took an assignment of 36% of the membership interests of Sherline Family Life Holdings, LLC, a Michigan limited liability company ("Sherline") from Brian Benderoff for $244,000. Notwithstanding the structure of the transaction, Halfpay's role is essentially a lender to Mr. Benderoff. The sole asset of Sherline is a life insurance policy on Howard Sherline issued by Lincoln Benefit Life Insurance Company in the amount of $2 million. Upon the death of Mr. Sherline, Halfpay is entitled to a

repayment of the $244,000 loan to Mr. Benderoff plus applicable fees, interest and costs. Mr. Benderoff is not current on his monthly payments to Halfpay and the loan is in default. The value of the collateral is unknown as Mr. Sherline's life expectancy is unknown. The insurance policy premiums are guaranteed by Dr. William Gonte and Physician Certification Specialists, P.C. Howard Babcock informed the Receiver that Jeremy Marcus made at least one life insurance premium payment in order to prevent the policy from lapsing. The Receiver is analyzing his options with respect to this nonperforming loan.

134. **Parker Place Holdings, LLC** - On September 23, 2016, Parker Place Holdings, LLC, a Michigan limited liability company, executed a Balloon Promissory Note in favor of Halfpay for a loan in the principal amount of $461,500. The collateral for the loan are two industrial properties totaling 11 acres located in Detroit, MI. The interest rate is 12% and the original maturity date is January 20, 2017. The borrower is not making monthly interest payments and the loan is nonperforming.

135. On July 27, 2017, the Receiver became aware that the Parker Place Property has potential environmental issues and Parker Place requested additional funding. The Receiver has discussed alternatives with Parker Place, one of which is a buyout of the Parker Place note at a discount. The Receiver has obtained an offer for the note and will be evaluating his options with his professionals and will make a decision shortly.

136. **Kingdom Coal** - The loan with Kingdom Coal, with an original principal amount of $5.5 million, closed in February 2017. The loan facility is comprised of three loans with short maturity dates; the latest of which was August 2017. The loan is secured by a variety of collateral including royalties from coal sales, membership interests in Kingdom Coal, the real property where the mine is located, equipment, a coal wash plant, another parcel of land in

Kentucky and a parcel of land in Texas in the Fort Worth area. In addition, there are multiple corporate guaranties and an individual owner guaranty. The purpose of the loan was to provide bridge financing to reopen the coal mine. The Receiver understands that the mine is operating, albeit at significantly less than full capacity.

137. The Receiver understands that Kingdom Coal made an initial payment from closing proceeds, but failed to make any additional required payments. On March 16, 2017, Titan Funding (the party on the loan documents) sent a Notice of Acceleration to Kingdom Coal. Kingdom Coal disputed the default. On March 29, 2017, Kingdom Coal filed suit against Titan Funding, Mansour and others for declaratory relief, breach of contract, and injunctive relief in the state court in Kentucky (the "Kingdom Coal Action"). Kingdom Coal alleges generally that the Notice of Acceleration was deficient and premature.

138. Titan Funding retained Michael R. Gosnell, Esq. ("Gosnell") to represent its interests. Titan Funding's principals Mansour, Piazza, and Babcock told the Receiver that Titan Funding was responsible for retaining and paying counsel in any litigation with Kingdom Coal up to a certain amount. Nonetheless, Titan Funding paid Gosnell a retainer of $30,000 by withdrawing monies from Receivership Defendant Nantucket Cove's account over which Piazza had signature authority. *See* asset freeze violation section, *supra*. The Receiver and his counsel have interviewed Gosnell, who has been cooperative in providing information relating to the Kingdom Coal litigation. Gosnell has prepared an answer, cross claim and third party complaint to be filed and served in the Kingdom Coal Action.

3. Nantucket Cove of Illinois, LLC

139. Marcus was the sole managing member and 100% owner of Nantucket Cove of Illinois, LLC ("Nantucket Cove"). On August 25, 2015, Nantucket Cove purchased an

unfinished 138 lot residential development, in which 135 lots remain, in Beecher, Illinois for $1.2 million. Marcus informed the Receiver that the source of funds for the acquisition was consumer money paid to the Receivership Defendants.

140. The Receiver's investigation subsequently identified over $2.5 million that Nantucket Cove received from other Receivership Defendants. Nantucket Cove listed the Pompano Complex as its principal place of business in its articles of incorporation, and had its mail, including bank account statements, sent there. As a result of the Court's order granting the Receiver's Expansion Motion, Nantucket Cove became a Receivership Defendant, and the development became Receivership Property.

141. Nantucket Cove, through Marcus, entered into a Property Management Agreement with Titan Funding. The agreement states that Titan Funding is Nantucket Cove's exclusive agent to manage, maintain, develop, construct, market and sell the development's properties. The agreement also states that once Nantucket Cove surpasses $1,500,000 in net sale proceeds, Titan Funding and Nantucket Cove will each receive 50% of net sale proceeds thereafter.

142. On July 7, 2016, Nantucket Cove entered into a Real Estate Option Agreement (the "Option Agreement") with Olthof Homes, LLC, which later assigned the Option Agreement to Olthof Homes-Illinois LLC ("Olthof").

143. Under the Option Agreement, Olthof agreed to acquire the option to purchase 113 lots from Nantucket Cove. According to Titan Funding's principals, Olthof is required to exercise options on 12 lots per year. For the first year, the option price is $18,000 which increases every year by $500 with a cap of $20,000 per lot. Olthof has the option to terminate the Option Agreement.

144. The Receiver has been in contact with Olthof who exercised two options in July and another two options in August to acquire lots.

145. According to Titan Funding, Nantucket Cove also entered into an oral agreement with Lighthouse Point Builders ("Lighthouse") to finance the construction of four homes. Under that agreement, at the time of a sale, Nantucket Cove receives $20,000 per lot plus the amount of construction financing loaned plus interest. Lighthouse is currently constructing four homes, three of which are near completion and under contracts for sale.

146. The Receiver has been in contact with Lighthouse and has reviewed documentation regarding its ongoing construction and pending sales contracts. The Receiver initially funded a $94,000 construction draw that Nantucket owed Lighthouse. On October 9, 2017, the Receiver funded Nantucket's draw of $33,000, to be used to complete the three homes under contract and pay fees owed to the local municipality. The Receiver anticipates receiving over $500,000 from closing proceeds within 60 days.

K. National Arms.

147. The Receiver also learned from his investigation that Defendant Marcus utilized at least $1,200,000 taken primarily from Receivership Defendant 321Loans' bank account at Banco Popular to purchase and fund National Arms, LLC ("National Arms"), a startup gun ammunition manufacturer. Jeremy Marcus is the 100% owner of National Arms. Marc Cohen, a former employee of the Receivership Defendants operated the company on a day-to-day basis and is listed as a Member and Registered Agent. Defendant Smith was also involved. On July 27, 2017, counsel for the Receiver met with Mr. Cohen, his attorney and a representative from Moecker & Associates (the Receiver's asset valuation expert) at National Arms' premises. The Receiver observed that National Arms has all of its Federal Firearms Licenses posted and that

such FFL's are tied to the West Palm Beach location. Further, the licenses are in Mr. Cohen's name personally.

148. The inventory consists of 3 bullet making machines, a used forklift, 1 bag of gunpowder, ATF approved gunpowder safe, a very large amount of shells and casings and several hundred thousand finished bullets. The machines are calibrated to make AR-15 rounds.

149. The Receiver is still tracing the transfers from National Arms, some of which appear to have been used to make deposits for raw materials that were never shipped, including to Latvia.

150. Stonegate Bank has frozen $33,819.65 in an account belonging to National Arms. In order to preserve the value of the climate-sensitive ammunition making equipment, the Receiver paid the electric bill for July through September 2017 of approximately $500 per month.

151. The Receiver has obtained a valuation report from Moecker & Associates. The Receiver has been exploring options to maximize the value of these assets.

L. Automobiles & Jewelry.

1. Tesla

152. On October 27, 2014, Receivership Defendant Active Debt Solutions purchased a 2014 Tesla Model S 85 Performance for over $117,000. Jeremy Marcus gave the car to Defendant Craig Smith to drive as his personal vehicle. On August 17, 2017, the Receiver made demand on Mr. Smith, through counsel, to turn over the Tesla to the Receiver. Mr. Smith cooperated with the Receiver and on August 21, 2017, delivered the Tesla, in excellent condition, to Eric Rubin of Moecker & Associates, the Receiver's auctioneer. The Receiver plans to sell the Tesla.

2. Range Rover

153. On August 4, 2015, Receivership Defendant Paralegal Staff Support purchased a 2015 Range Rover Autobiography for $140,000. Jeremy Marcus used this car as his personal vehicle. On August 17, 2017, the Receiver has made multiple demands on Marcus, through counsel, to turn over the Range Rover to the Receiver. Marcus has been uncooperative and has refused to turn over the Range Rover to the Receiver. The Receiver is filing a turnover motion.

3. BMW

154. On February 17, 2015, Receivership Defendant Halfpay wired $133,564.07 to Braman Motors for the purchase of a 2015 BMW I8. The car was titled in Jeremy Marcus' name and he used it as one of his personal vehicles. The Receiver's forensic accountant performed a tracing analysis confirming that the sole source of funds for the BMW was consumer funds. *See* Ex. F. On September 1, 2017, the Receiver made demand on Marcus, through counsel, to turn over the BMW. Marcus has been uncooperative and has not turned over the BMW. The Receiver is filing a turnover motion.

4. Amanda Finley's Engagement Ring

155. On September 8, 2016, Jeremy Marcus wired $95,650 to Brilliance LLC for the purchase of a 5-carat engagement ring for his now wife, Amanda Finley. The Receiver's forensic accountant performed a tracing analysis confirming that the sole source of funds for the ring was consumer funds. The Receiver made demand on Ms. Finley to turn over the ring. Ms. Finley was cooperative and turned the ring over to the Receiver on September 6, 2017. The ring is currently held in a safe in the Receiver's Ft. Lauderdale office.

M. Philippines Transfers.

156. The Receiver has discovered two transfers of consumer funds related to potential business in the Philippines totaling $5,257,610.06. On September 28, 2016, Receivership

Defendant Associated Admin transferred $3,245,710.06 to TKS Holdings, Inc. (a Philippines company) at the Rizal Commercial Banking Corporation. The wire reference says "purchase." On September 28, 2016, Associated Admin transferred an additional $2,011,900.00 to Ronald Liddell at the Metropolitan Bank and Trust Company in the Philippines with a wire reference to "purchase."

157. The Receiver understands from his interview with Defendant Segrea that Ronald Liddell was an employee who had assisted in setting up the Panama operations, and who may have been directed to set up an operation in the Philippines as well.

158. Information obtained by the Receiver suggests that a company may have been incorporated in the Philippines at the direction of one or more of the Defendants and/or Liddell by the name of Credit Health Plan, Inc.

159. The Receiver continues to investigate the Philippines transfers. The Receiver has been unsuccessful in his attempts to interview Mr. Liddell to date. A review of Mr. Liddell's social media accounts indicate that he began a "world tour" in April 2017 and may have just returned to the United States.

III. OPERATIONS

A. Scripts and Manuals.

1. Sales Scripts and Boiler Room Documents

160. Upon takedown of the Pompano Complex, the Receiver found sales scripts at telemarketer work stations. The Receiver's investigation has revealed that Defendants Smith, Marcus, and Segrea were involved in the preparation of sales scripts used with consumers. The scripts direct the dissemination of false misrepresentations and misleading statements to obtain sales. For example:

(1) Script 1 directs the telemarketer to say that they are from the "security department" and that they want to verify personal information.

(2) Script 2 labeled "Negotiation Credit Service" describes a phone call that a telemarketer might make to a consumer who was previously with Solid Financial Group or Global Client Solutions. Script 2 states, in pertinent part: "The best thing about our program is we GUARANTEE our results in writing. So at the end of the day, YOU HAVE ABSOLUTELY NOTHING TO LOSE!"

(3) Script 3 labeled "Helping America Group – Sales Rebuttals" provides a series of Q&A's for telemarketers to follow. Question 6 states, "How do you get paid if you are a nonprofit corporation?" The answer: "All the money that we make goes back into the purpose of our company, which is to provide you with solutions to your unsecured debts." Marcus was withdrawing millions of dollars in what he considered profits, which he used to purchase a waterfront mansion, luxury cars, a 5 carat diamond ring, precious metals, expensive watches, and houses for all of his family members.

(4) Script 4 labeled "American Advocacy Alliance" is handwritten and contains this statement: "We are a 501c3 corporation, non-profit organization. We work under the FTC Guidelines." It also states: "We gaurantee [*sic*] the resolution of you [*sic*] debts in writing."

(5) Further scripts encourage telemarketers for Receivership Defendant Viking Management Services to pretend to be someone other than Viking Management Services in order to convince the consumer to turn over their prior escrow balance.

2. Supervisor Manual and Scripts from Panama Office

161. The Receiver's team located in the Panama office a notebook with Supervisor guidelines and "back office" customer service type scripts. The Panama office, run by

Defendant Segrea, was responsible for the Receivership Defendants' non-sales operations, including customer service, retention, and collections.

(1) Script 1 is labeled a "Rebuttal Sheet" for The Office of Cockburn & Associate, whose 1500 debt relief customers Receivership Defendant Cockburn & Associate LLC purchased for $1.5 million. The script contains the anticipated question "Where has my escrow gone?" The answer, in pertinent part, is "Any previous escrow has gone to the fees of The Office of Cockburn & Associate for the debt dismissal process." As discussed in the Cockburn & Associate Section, *infra*, the Receiver believes this statement to be untrue. The Receiver's investigation instead indicates that Defendant Marcus ultimately used these consumers' escrow monies, totaling over $2 million, to purchase Marcus's waterfront home.

(2) Script 2 entitled "Stage 3 – 30 Day What if Client Served w/Summons Update Call Script" purports to be the script that the Panama customer service arm would utilize if a customer was sued by a creditor. The script states, in pertinent part, "DO NOT PANIC…the creditors see you have hired a lawyer…our [network of attorneys] will countersue the creditor for violating your FDCPA rights including excessive contact, inappropriate communication, and illegal threats." The Receiver understands from interviews with Defendant Segrea, paralegal Zena Leonardi and others that lawsuits under $2,500, constituting the majority of lawsuits against their customers, were not assigned an attorney.

(3) The Supervisor notebook also contained login information for a program called "EZ Texting" which created the framework for luring back customers that had either cancelled recurring payments to the Receivership Defendants or had a payment returned for insufficient funds. The Receiver logged in to the EZ Texting program and referred to the Supervisor document entitled "Easy Text Notes." The "Easy Text Notes" instructed Panama

employees to send mass text messages to "200 NSF Clients at a Time" and to keep the message "very vague." While some of the messages sent were innocuous, others appeared to be misleading, and stated things such as: (i) "Please contact the security department immediately regarding your personal information 855-247-4991"; (ii) "We have very important news that we must share with you about progress made on your largest account, please contact us immediately at 888-860-6676."

B. Receivership Defendant Cockburn & Associate LLC.

162. Marcus incorporated Receivership Defendant Cockburn & Associate, a Florida Limited Liability Company, on January 27, 2016.

163. As with other Receivership Defendants, Marcus created Cockburn & Associate to track a particular group of consumers that were "purchased" from another debt relief company. After acquiring another debt relief company's customers, the Receivership Defendants' telemarketers typically called the customers and attempted to convince them to transfer over the monies they had dutifully saved over months in escrow accounts to pay creditors with the assistance of the prior debt relief company.

164. In this instance, Receivership Defendant Cockburn & Associate was the name that the Receivership Defendants used when speaking with customers "purchased" from the debt relief company-law firm, "The Law Office of Cockburn & Associates," owned by New York attorney Sheila Cockburn and her partner Michael Lupolover, Esq.

165. Ms. Cockburn told the Receiver's professionals that her clients were Canadian residents who had made payments into escrow accounts for the purpose of eventually negotiating settlements with their creditors. She stated further that in 2015, she learned that it had become illegal under Canada law for a law firm to provide non-legal debt relief services, and that she

therefor wanted and needed to sell the book of business.

166. Ms. Cockburn's partner Michael Lupolover, who knew Jeremy Marcus from having sold him debt relief customers previously, contacted Marcus to see if he would be interested in purchasing their debt relief customers, all or most of whom the Receiver understands had escrow accounts or monies held in trust with the Law Office of Cockburn & Associates.

167. Ms. Cockburn stated that she and Lupolover ultimately sold their 1,500 debt relief clients for $1.45 million to Marcus and the Receivership Defendant he created for the transaction, Cockburn & Associate. The Receiver has confirmed from his analysis of bank records that the Receivership Defendants transferred the purchase price to The Law Office of Cockburn & Associates.

168. Ms. Cockburn also stated that upon receipt of the purchase money, The Law Office of Cockburn & Associates transferred its clients' over $2 million in escrow monies to an account established by Receivership Defendant Cockburn & Associate at Bank of Montreal over which Marcus had authority.

169. The Receiver's forensic accountants have identified $2,550,000 in escrow/trust monies transferred into Receivership Defendant Cockburn & Associate's BMO operating account. BMO.

170. The Receiver's forensic accountants have determined that this $2,550,000 was then used, along with $1.7 million from Receivership Defendant Administrative Services and $600,000 from Receivership Defendant Halfpay, to purchase Marcus' waterfront home. *See* Ex. D, *supra*.

C. Representations to Credit Bureaus that NGP Enterprises Issued Credit to, and Received Regular Loan Payments from, Defendants' Customers.

171. One of the Receivership Defendants' promises to prospective customers was that they would improve customers' credit scores. The Receiver has learned from his investigation that one tactic Defendants used to accomplish this was to report to major credit bureaus that a purported third party lender NGP Enterprises, LLC ("NGP") had issued loans to consumers and had been making regular monthly loan repayments.

172. The address reported to the major credit bureaus as the "Creditor Contact Details" is NGP's according to Sunbiz. But, the phone number provided on the report, (888) 276-0979, is not. Rather, this number rings a dedicated "NGP Hard Line" originally answered at the Pompano Complex, later answered at the Panama office (This number currently rings to the Receiver's hotline, where all known numbers of the Receivership Defendants have been redirected).

173. The Receiver's search of the Receivership Defendants' e-mail data uncovered e-mails from Defendant Segrea directing the creation of a special "hard" NGP phone line to receive calls to that number. Segrea also appears to have assigned employees to answer the calls from consumers asking why their credit reports were showing a loan from "NGP Enterprises."

174. Reporting an NGP phone number that actually rang at the Receivership Defendants' offices would have allowed Defendants to deceive credit bureaus and creditors who called to confirm the purported statements in the consumers' credit reports by NGP.

175. Employees with this responsibility at various times included Alan Messina at the Pompano Complex and subsequently Allena Tinker in Panama.

176. The Receivership Defendants also appear to have told their customers that if they failed to timely make payments to the Receivership Defendants, they would report (falsely) that the customers had failed to make payments on a loan to NGP, which they said "WILL have a

NEGATIVE effect on your credit score":

> 321Financial is pleased to announce that starting on October 15, 2015 we will begin reporting you [sic] loan and payment history to the credit bureaus. Now more than ever it is extremely important that you make your payments on time. Late payments WILL have a NEGATIVE effect on your credit score.
>
> Your loan will show up on your credit report under NGP Enterprises. NGP is our outside credit bureau reporting company.

See Ex. G (e-mail from Alan Messina to Craig Smith dated October 8, 2015).

177. The Receiver issued Hodari Askari, whose LinkedIn page lists him as NGP's Managing Partner from January 2009 to October 2016, with a turnover demand and served him with a copy of the Preliminary Injunction. Mr. Askari wrote back stating that he has "never done business with Jeremy Lee Marcus or ANY of the defendants or affiliates listed in this case."

D. Legal Department.

1. Lawsuits Against Defendants' Customers

178. As discussed in the Receiver's First Report, during the takedown at the Pompano Complex, the Receiver's team discovered an in-house legal department located in suite 102 overseeing certain lawsuits by and against certain customers.

179. The personnel working out of this space at that time included an attorney, Paul Herman, a paralegal Zena Leonardi, and a junior paralegal Michelle Rolle. Prior to Herman, attorney Robert Kerr worked at the Pompano Complex, and before that attorneys Otto Berges and Kathryn Vanderbogart.

180. As mentioned in the Receiver's First Report, though the Receivership Defendants promised to defend any lawsuits creditors filed against their customers, Ms. Leonardi, who said she personally oversaw all lawsuits, told the Receiver that, in fact, they did not provide a legal defense to consumers sued for $2,500 or less, which represented the majority of all lawsuits.

Rather, these suits were assigned to three non-attorney employees in Panama, who did not file answers or other legal papers.

181. During the Receiver's subsequent interview of Defendant Segrea, who oversaw the Panama office, she confirmed that lawsuits for $2,500 or less were sent to Panama.

182. The Receiver has reviewed data in CRM indicating 147 Florida cases that involved attorneys Paul Herman or Robert Kerr. Herman and Kerr stated they had been representing, or were supposed to represent, these customers.

183. The Receiver's counsel provided Herman and Kerr with case numbers and calendar information for their clients. Additionally, the Receiver provided Herman and Kerr with copies of Receivership Defendant US Legal Club's Google Calendar (updated as of May 9, 2017) with court dates and deadlines through December 31, 2018, in order to ensure that the lawyers and their clients were not prejudiced by the PI.

184. In addition to the Florida cases, the Receiver's team identified a number of cases pending elsewhere in the U.S. The Receiver sent notices to all identified Network Attorneys on May 24, 2017.

2. The Receiver's Investigation of Consumer Violation Cases brought by Defendants

185. The Receiver also learned that attorneys Kerr, Herman and certain Network Attorneys had brought lawsuits in the name of various Receivership Defendant customers seeking damages on their behalf for violations of the Florida Consumer Collection Practices Act ("FCCPA") § 559.55-§ 559.785 and the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227 (collectively, the "Consumer Violation Cases").

186. The Receiver's team reviewed documents related to settlements of FCCPA and TCPA instances where the Receivership Defendants and/or the attorneys received most of the

settlement, and their client-consumers were paid a nominal amount (e.g., $250) that bore no relationship to the amount of recovery.

187. Documents discovered by the Receiver further suggested that neither the Receivership Defendants nor their attorneys disclosed to consumers the amount of awards obtained on their behalf, or that they have a legal right to the full amount of the settlement award.

188. In order to ensure that customers with pending Consumer Violation Cases were not victimized, the Receiver's professionals attempted to identify and pull each case docket related to Consumer Violation Cases, and reviewed pertinent pleadings.

189. The Receiver's professionals sent letters to these customers notifying them of their lawsuits, and included copies of pertinent legal documents along with contact information for their attorneys Kerr and Herman. In some cases, customers indicated they were not even aware a Consumer Violation Case had been filed.

190. The Receiver identified 5 Consumer Violation Cases that were the subject of signed settlements and checks made payable to Consumer Advocates (Herman's firm), or Kerr Law Group.

191. The Receiver has recovered and deposited 4 settlement checks totaling $7,700 in a Genovese Joblove & Battista, P.A. Trust Account pending further order from this Court. One additional Consumer Violation Case has a settlement pending.

192. Herman and Kerr confirmed that no retainer and/or engagement letters signed by and between attorneys/ law firms and customers exist. Herman and Kerr also confirmed that they never kept or maintained contemporaneous time records for the legal work performed on behalf of clients.

193. Notwithstanding, attorneys Herman and Kerr have asserted claims to the Receiver

for attorney's fees and costs associated with the foregoing settlements. They have not provided the Receiver with any specific amount for their claims.

194. Herman and Kerr state they rely upon language within their clients' lengthy agreements with the Receivership Defendants, which purport to waive any and all rights consumers have to monies recovered on their behalf.

E. Sampling of Receiver's Discussions with Consumers.

1. Damien O.

195. Damien O. signed up with Receivership Defendant 321 Loans in 2015. He was advised that 321 Loans and Helping America Group were non-profit entities which influenced him to sign up with them to consolidate two credit card debts. They offered a lower interest loan to reduce his existing debts, offered to negotiate lower payments and refund the balance at the end of the contract if the debt was reduced. Damien O. worked with attorneys Robert Kerr and Scott Modlin. Scott Modlin sent him an e-mail stating "customer must pay him regular fees to continue working with him." Damien O. advised that he no longer wanted to continue working with the attorney because he did some research on him, he was a bad character and he believed he had been disbarred numerous times.

196. He paid $732 per month from June 6, 2015 – April 2017 for a total of $16,104 on a total debt of $33,000. The "special purpose loan" provided by 321 Loans in the amount of $37,000 was to be paid over a three year period. Originally the customer believed they gave him a low interest loan to consolidate his debt but after he did some research, it was not a loan at all. In the end, Damien O. believes he was strung along and neither the attorneys nor the companies did anything for him.

2. Patricia A.

197. Patricia A.'s entire debt was approximatey $23,000. She paid $350 from January 2015-March 2017 for a total of $9,100. She stopped paying the monthly payments and paid an additional lump sum amount of $15,834.65 when she refinanced her home. None of her creditors were paid. 321 Loans and Helping America Group told her they were debt dismissal companies looking for hidden discrepancies to have her debts dismissed. She paid $300 twice for additional legal representation. Patricia A. believes she was given the run-around and feels she was taken for a ride because nothing was ever paid and her debts were not dismissed.

3. Jaime H.

198. In August 2013, Jaime H. signed a contract with a debt relief company named Brite Solutions who put him on a five-year plan to escrow $350.23 a month to pay down debt so he could buy a home. Then in February 2015, Jaime H. was contacted by Receivership Defendant Guardian Legal and/or Breeze Financial Solutions who told him that his portfolio was being transferred to them. He then signed a new contract with Guardian Legal/Breeze Financial Solutions, whereby he would continue to pay $350.23 per month toward debt relief. Jaime H. inquired about his escrow money from Brite Solutions and was told that the money would be transferred to Guardian Legal. He was not given an option to opt out. In total, he paid close to $16,000 and received no debt relief. After 5 years of making payments, when he thought he would be debt-free, Jaime H. is left with nothing.

4. Andrew L.

199. Andrew L. graduated from the Art Institute of Washington with student loans in excess of $100,000. In September 2014, Andrew L. contacted Consumer Rights Firm (created by Otto Berges) which promised to resolve his student loan problem. Andrew L. was sent a

contract via e-mail and told to sign without explanation. The program was described as authorizing Consumer Rights Firm to send out correspondence to dispute the loans. He was told to make an initial payment of $740.45 and ACH payments of $541.45 for 86 months which would be held in escrow to settle his student loans.

200. On or about October 7, 2015, Moses from client services called to advise that Florida law had changed and they needed to move him to Receivership Defendant Omni Management. They advised him to go to the website and he was rushed to sign a new contract. Andrew L. was told that the money was in an escrow account with an attorney for court fees and settlements.

201. Upon receipt of Summons and 2 Complaints, Andrew L. scanned the documents and e-mailed Consumer Rights Firm. He called to confirm receipt. He was advised that US Legal Group would be appointing an attorney for him. He was appointed a local Maryland lawyer, Richard S. Basile, to handle his case. Upon Andrew L.'s first communication with Basile, he realized the attorney did not know anything about his case. He was advised to again send his documents to the attorney. He inquired how his attorney would be paid and was told to contact Omni. He called Omni to inquire about attorney fees and he was told they were covered. He went to court with attorney Basile regarding a Sallie Mae case. He was advised that Omni would use escrow monies to pay the settlement of the Sallie Mae litigation once the case was resolved. He was told his money was in an escrow/savings account. In April 2017, he called to inquire/confirm that his money was being held in escrow and was told there was no escrow account. He paid $17,293.75 into the program.

5. Patricia W.

202. Patricia W. paid $1,400 (CAD) (approximately $1,057) per month from February

2015-May 2017. Her total debt was $53,775 (CAD) (approximately $40,869). She paid $28,500 to date. Originally, she was working with the Law Offices of Cockburn & Associates in Toronto, Canada. However, she was recently contacted by Receivership Defendant Cockburn & Associate to move her file over to their "Litigation Prevention" Department via phone and e-mail. Patricia W. was unaware that this was a totally different company than the original debt settlement company she first worked with.

203. Her escrow money was held and then moved to a new account at Cockburn & Associate. She inquired about her escrow money being only $3,004.44 (CAD) (approximately $2,280), because she believed would be $12,100 (CAD). The explanation she was given by Cockburn & Associate was that the company took its fee. She was also told she had to build up her escrow again to settle more accounts. Patricia W. also advised that she felt it was unfair that Cockburn & Associate had extended her original agreement to a term of 36 months. She was told Cockburn & Associate would fix her credit rating, but in fact her credit ratings have deteriorated and she cannot even rent an apartment or get a car loan.

IV. CONSUMER LOSS

204. Because the investigation into consumer loss is not complete, the Receiver's forensic accountant is not yet able to report the total amount consumers paid Defendants and related entities. However, based upon his investigation to date, as well as his review of the declaration of the FTC's forensic accountant, Roshni C. Agarwal [ECF 6, ex. 2], the Receiver can provide the following information regarding consumer payments.

205. FTC forensic accountant Agarwal identified $50,276,034.76 in "credits" that Defendants and Relief Defendants received from consumers from June 1, 2014 to May 31, 2016, excluding known transfers between accounts. Of that, Agarwal identified $16,507,029.18 as

having come to Defendants' accounts from RAM, who processed ACH transfers from consumers.

206. Agarwal's declaration indicates that she did not review Defendants' accounts at City National Bank ("City National"). Based on the Receiver's review of City National's production of bank statements for Receivership Defendant, Associated Administrative Services, LLC, this Receivership Defendant received $3,951,955.69 from RAM during that two-year period (June 1, 2014-May 31, 2016), thereby increasing the known total amount of consumer monies Defendants received through RAM during that period to $20,458,984.87. Further, that increases the total reported credits for that period to $54,227,990.06.

207. Additionally, for the subsequent period June 1, 2016 to May 11, 2017, the Receiver identified $16,047,455.24 of consumer ACH withdrawals that RAM transferred to Receivership Defendants, Associated Administrative Services, LLC and White Light Media, LLC., thereby increasing the known total amount of consumer monies Defendants received through Ram during that period to $36,506,440.21 This increases reported credits for the combined almost three-year period (June 1, 2014 - May 11, 2017) to $70,275,445.30.

208. Additionally, Receiver Defendant Cockburn & Associate LLC received $2,128,548.51 CAD of consumer monies through EFT Canada, Inc., further increasing total reported credits.

209. Because Defendants began operating the Common Enterprise no later than February 2013, consumer monies received during that period must still be analyzed, which will further increase total reported credits.

210. Additionally, Defendants also received monies from consumers via other ACH processors, as well as by e-check, check and money order, all of which are currently being

analyzed. These consumer payments will further increase the total reported credits.

V. THE RECEIVER'S CONTINUING WORK AND OBSERVATIONS

211. The Receiver and his team continue to investigate, secure, and preserve assets of the Receivership Defendants to identify and bring claims for recovery the Receiver may have against third parties.

212. The Receiver also continues to investigate the extent of the Receivership Defendants' unlawful practices. The Receiver and his professionals also continue gathering information to investigate the total loss suffered by consumers.

213. The Receiver and his team continue to quantify the scope of Sales Practices, to determine the likely universe of claims and the amount of any such claims.

214. Consistent with the Court's findings in the PI, the Receiver continues to be of the opinion that the Receivership Defendants' debt relief operation should remain closed and that they cannot be operated profitably, while also lawfully.

Respectfully submitted this 14th day of October 2017.

RECEIVER FOR THE RECEIVERSHIP DEFENDANTS

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CERTIFICATE OF SERVICE

I HEREBY certify that on October 14, 2017, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on all counsel of record or pro se parties identified on the attached Service List in the manner specified, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to receive electronically Notices of Electronic Filing.

s/ Jonathan E. Perlman .
Jonathan E. Perlman

SERVICE LIST
Federal Trade Commission v. Jeremy Lee Marcus, et al.
USDC, SD Fla., Case No. 17-cv-60907-MORENO

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RECEIVER'S INVENTORY

The values herein are an estimate of the inventory value and are based on the information available as of the date hereof. The information presented is not prepared in accordance with generally accepted accounting principles and has not been subject to any compilation, review or audit procedures by an independent accounting firm. No independent evaluation or appraisal of the Receiver's inventory has occurred. The various estimates of value presented in this Inventory apply to this purpose only and may not be used out of the context presented herein.

PROPERTY TYPE	DESCRIPTION	VALUE (*estimated)	NOTES
CASH IN RECEIVERSHIP FIDUCIARY ACCOUNTS			
		$ 6,196,830.65	As of October 10, 2017
REAL ESTATE - TURNED OVER TO RECEIVERSHIP*			Listed at 2017 Market Value per Tax Assessor records
	1410 SW 3rd St., Pompano Beach, FL 33069	$ 3,410,560.00	
	1609 Belmont Place, Boynton Beach, FL 33436	$ 145,000.00	
	630 SE 25th Ave., Fort Lauderdale, FL 33301	$ 1,089,040.00	
	114 SW 2nd St., Delray Beach, FL 33444	$ 125,943.00	
	603 Renaissance Lane, Delray Beach, FL 33483	$ 418,000.00	
	16 S H Street, Lake Worth, FL 33460	$ 622,096.00	
	422 Bayfront Drive, Boynton Beach, FL 33435	$ 144,000.00	
	111 SW 2nd St, Delray Beach, FL 33444	$ 114,136.00	
	116 SW 2nd St, Delray Beach, FL 33444	$ 28,924.00	
	80 Nottingham Place, Boynton Beach, FL 33426	$ 217,000.00	
	211 SE 4th Ave., Delray Beach, FL 33444	$ 160,655.00	
	311 SE 3rd St., Delray Beach, FL 33483	$ 109,538.00	
	7190 Brickyard Cir., Lake Worth, FL 33467	$ 331,545.00	
	225 N H Street, Lake Worth, FL 33460	$ 148,194.00	
	221 N H Street, Lake Worth, FL 33460	$ 323,495.00	
	219 N H Street, Lake Worth, FL 33460	$ 138,209.00	
	Subtotal:	**$ 7,526,335.00**	
NANTUCKET COVE OF ILLINOIS, LLC*			
	Residential Development in Beecher, Illinois	$ 2,500,000.00	126 lots and 4 homes under contruction
	Subtotal:	**$ 2,500,000.00**	

PROPERTY TYPE	DESCRIPTION	VALUE (*estimated)	NOTES
VEHICLES - TURNED OVER*			
	2014 Tesla Model S Performance	$ 70,000.00	Titled in the name of Receivership Defendant Associated Administrative Services and voluntarily turned over by Craig Smith
	2 School Buses Converted into "Party Buses"	Unknown	Valued at purchase price. Located at Pompano Complex. Does not include price of modifications.
	Subtotal:	**$ 70,000.00**	
JEWELRY*			
	5 carat Engagement Ring from Jeremy Marcus to Amanda Finley	**$ 50,000.00**	Located in safe at Receiver's Fort Lauderdale office.
TITAN FUNDING, LLC - PERFORMING LOANS			Listed at Loan Balance as of 6/30/17 per records provided by Titan Loan Servicing, LLC
	Daily Sales, Inc.	$ 500,000.00	
	Placencia Properties, LLC	$ 1,500,000.00	($2 million less $500,000 partial repayment)
	Andrew Russo	$ 250,000.00	
	Tam Holdings, LLC	$ 350,000.00	
	Taylor Group Holdings, LLC	$ 300,062.30	
	Brick7190, LLC	$ 336,024.12	
	Subtotal:	**$ 3,236,086.42**	
TITAN - NON-PERFORMNG LOANS*			Listed at Loan Balance as of 6/30/17 per records provided by Titan Loan Servicing, LLC. Amount collected may be significantly less based on non-performing status and value of collateral.
	Benderoff/William Gonte	$ 241,498.00	
	Parker Place Holdings, LLC	$ 461,500.00	
	Kingdom Coal	$ 5,550,000.00	
	Subtotal:	**$ 6,252,998.00**	

PROPERTY TYPE	DESCRIPTION	VALUE (*estimated)	NOTES
HARD MONEY LOANS (NON-PERFORMING)*			Valued at face value of Balloon Promissory Notes. Amount collected may be significantly less based on non-performing status and value of collateral.
	Howard Babcock	$ 100,000.00	Principal of Titan Funding, LLC and Titan Loan Servicing, LLC
	McGhee 1531, LLC	$ 75,000.00	
	EFP Rental Investments LLC	$ 120,000.00	
	Subtotal:	**$ 295,000.00**	
PERSONAL PROPERTY (FF&E) - POMPANO COMPLEX			
	Office Furniture, 300+ Cubicle Workstations, 300+ Computers, Monitors and Peripherals, Miscellaneous Office Supplies, Server Equipment, Surplus Computers and Office Furniture, Miscellaneous Construction Materials	Unknown	
PERSONAL PROPERTY (FF&E) - PANAMA OFFICE			
	Office Furniture, 200+ Cubicle Workstations, 200+ Computers, Monitors and Peripherals, Miscellaneous Office Supplies, Server Equipment (Server now located in United States)	Unknown	
	TOTAL RECEIVER'S INVENTORY	**$ 26,127,250.07**	

PROPERTY SUBJECT TO TURNOVER
(identified as of October 10, 2017)

PROPERTY TYPE	DESCRIPTION	VALUE (*estimated)	NOTES
VEHICLES - NOT TURNED OVER*			
	2015 Range Rover Autobiography	$ 80,000.00	Titled in the name of Paralegal Staff Support. Jeremy Marcus personal vehicle. The Receiver has made multiple requests for turnover and Mr. Marcus has been uncooperative.
	2015 BMW i8	$ 70,000.00	Titled in the name of Jeremy Marcus, but purchased with Receivership funds. Jeremy Marcus personal vehicle. The Receiver has made multiple requests for turnover and Mr. Marcus has been uncooperative.
	Subtotal:	**$ 150,000.00**	

PROPERTY TYPE	DESCRIPTION	VALUE (*estimated)	NOTES
FRIENDS & FAMILY REAL ESTATE*			Itemized numbers at Purchase Price
	7399 Brunswick Circle, Boynton Beach, FL 33472	$ 520,000.00	Defendant Craig Smith
	300 Royal Plaza Drive, Fort Lauderdale, FL 33301	$ 5,300,000.00	Defendant Jeremy Marcus
	6665 Green Valley Circle, #222, Culver City, CA 90230	$ 497,279.51	Relief Defendant James Marcus (Jeremy Marcus' Brother)
	110 Glouchester St., Boca Raton, FL 33487	$ 105,000.00	Relief Defendant Teresa Duda (Jeremy Marcus' Mother)
	6436 Grand Cypress Circle, Lake Worth, FL 33463	$ 220,000.00	Relief Defendant Jack Marcus (Jeremy Marcus' Father)
	Subtotal:	**$ 6,642,279.51**	Aggregate estimated
	TOTAL PROPERTY SUBJECT TO TURNOVER	**$ 6,792,279.51**	Identified as of October 10, 2017. The above is a non-exhaustive list.
	TOTAL OF INVENTORY AND IDENTIFIED PROPERTY SUBJECT TO TURNOVER	**$ 32,919,529.58**	

Schedule of Deposits into Receivership Accounts
(through October 10, 2017)

Date	Defendant/Property Owner	To/From	Amount	Account Number	Description	Property Address (if applicable)
5/23/2017	412 Bayfront Drive Business Trust	The Wagner Law Group	$ 173,719.82	XXXX3890	Net Proceeds from Property Sale	412 Bayfront Drive, Boynton Beach, FL 33435
5/23/2017	321Loans	Banco Popular	$ 271,514.09	XXXX3890	Turnover of Funds in Receivership Defendant Bank Account	
5/23/2017	US Legal Club, LLC	JP Morgan Chase	$ 76,309.63	XXXX3890	Turnover of Funds in Receivership Defendant Bank Account	
5/23/2017	US Legal Club, LLC	JP Morgan Chase	$ 1,000.01	XXXX3890	Turnover of Funds in Receivership Defendant Bank Account	
5/31/2017	Receivership Estate	Biscayne Bank	$ 124.08	XXXX3890	Interest Paid - 13 Days	
6/1/2017	321Loans	BB&T	$ 544,815.16	XXXX3890	Turnover of Funds in Receivership Defendant Bank Account	
6/5/2017	Receivership Estate	Lindner & Lindner, P.C.	$ 1,000,000.00	XXXX3940	Return of Deposit from Escrow Agent Regarding Book of Business Transaction That Did Not Close. Monies came from various Receivership Entities.	
6/7/2017	Discount Marketing USA, S.A.	Multibank	$ 1,075,622.17	XXXX3890	Repatriation of Funds in Receivership Entity Bank Account (Panama)	
6/8/2017	Halfpay International, LLC	Halfpay International, LLC	$ 255,000.00	XXXX3940	Cashier's Check from Palm Beach Community Bank Account for Halfpay International, LLC (withdrawn by Jack Marcus and turned over to Receiver)	
6/8/2017	16 S H Street Lake Worth Business Trust	Freddy Moldt	$ 11,686.25	XXXX3940	June Rent for 12-Plex	16 S "H" Street, Lake Worth, FL 33460
6/12/2017	JLMJP Pompano, LLC	F3EA Servicing, LLC	$ 20,368.13	XXXX3940	June Rent for Suite 200	1410 SW 3rd Street, Pompano Beach, FL 33069
6/13/2017	Jeremy Marcus	Multibank	$ 50,154.36	XXXX3890	Repatriation of Funds from Individual Defendant (Panama)	
6/16/2017	Receivership Estate	Lindner & Lindner, P.C.	$ 399,000.00	XXXX3940	Return of Deposit from Escrow Agent Regarding Book of Business Transaction That Did Not Close. Monies came from various Receivership Entities.	
6/16/2017	72 SE 6th Avenue Business Trust	Mittenthal Weinstein LLP	$ 2,500.00	XXXX3940	Deposit for Sale of 72 SE 6th Avenue property	72 SE 6th Ave, Delray Beach, FL 33483
6/27/2017	72 SE 6th Avenue Business Trust	Florida National Title Service	$ 466,442.31	XXXX3940	Net Proceeds from Property Sale	72 SE 6th Ave, Delray Beach, FL 33483
6/30/2017	Receivership Estate	Biscayne Bank	$ 1,485.61	XXXX3890	Interest Paid - 30 Days	
6/30/2017	Receivership Estate	Biscayne Bank	$ 1,224.22	XXXX3940	Interest Paid - 30 Days	
7/13/2017	80 Nottingham Place Business Trust	Keith Feldman	$ 2,100.00	XXXX3940	June Rent - 80 Nottingham Place	80 Nottingham Place
7/13/2017	16 S H Street Lake Worth Business Trust	Freddy Moldt	$ 11,686.25	XXXX3940	July Rent 12-Plex	16 S "H" Street, Lake Worth, FL 33460
7/17/2017	Nantucket Cove of Illinois, LLC	Titan Loan Servicing, LLC	$ 110,000.00	XXXX3940	Partial Refund of Nantucket Cove Funds Withdrawn on 5/10/17	Nantucket Cove
7/17/2017	Halfpay International, LLC	Titan Loan Servicing, LLC	$ 30,872.00	XXXX3940	Monthly Mortgage Payments - Halfpay Portfolio	
7/25/2017	Cockburn & Associate LLC	Bank of Montreal	$ 77,353.50	XXXX3940	Repatriation of Funds from Canada (converted into USD)	
7/25/2017	Cockburn & Associate LLC	Bank of Montreal	$ 580.98	XXXX3940	Repatriation of Funds from Canada ($100,000 CAD converted into USD)	
7/31/2017	Receivership Estate	Biscayne Bank	$ 1,716.40	XXXX3890	Interest Paid - 31 Days	
7/31/2017	Receivership Estate	Biscayne Bank	$ 2,008.10	XXXX3940	Interest Paid - 31 Days	
8/3/2017	Cockburn & Associate LLC	Bank of Montreal	$ 77,795.00	XXXX3940	Repatriation of Funds from Canada ($100,000 CAD converted into USD)	
8/4/2017	Cockburn & Associate LLC	Bank of Montreal	$ 77,685.00	XXXX3940	Repatriation of Funds from Canada ($100,000 CAD converted into USD)	
8/7/2017	Cockburn & Associate LLC	Bank of Montreal	$ 77,235.00	XXXX3940	Repatriation of Funds from Canada ($100,000 CAD converted into USD)	
8/8/2017	Halfpay International, LLC	Titan Loan Servicing LLC	$ 28,173.64	XXXX3940	Monthly Mortgage Payments - Halfpay Portfolio	
8/9/2017	Cockburn & Associate LLC	Bank of Montreal	$ 77,185.00	XXXX3940	Repatriation of Funds from Canada ($100,000 CAD converted into USD)	
8/11/2017	16 S H Street Lake Worth Business Trust	Freddy Moldt	$ 11,686.25	XXXX3940	August Rent 12-Plex	16 S "H" Street, Lake Worth, FL 33460

Schedule of Deposits into Receivership Accounts
(through October 10, 2017)

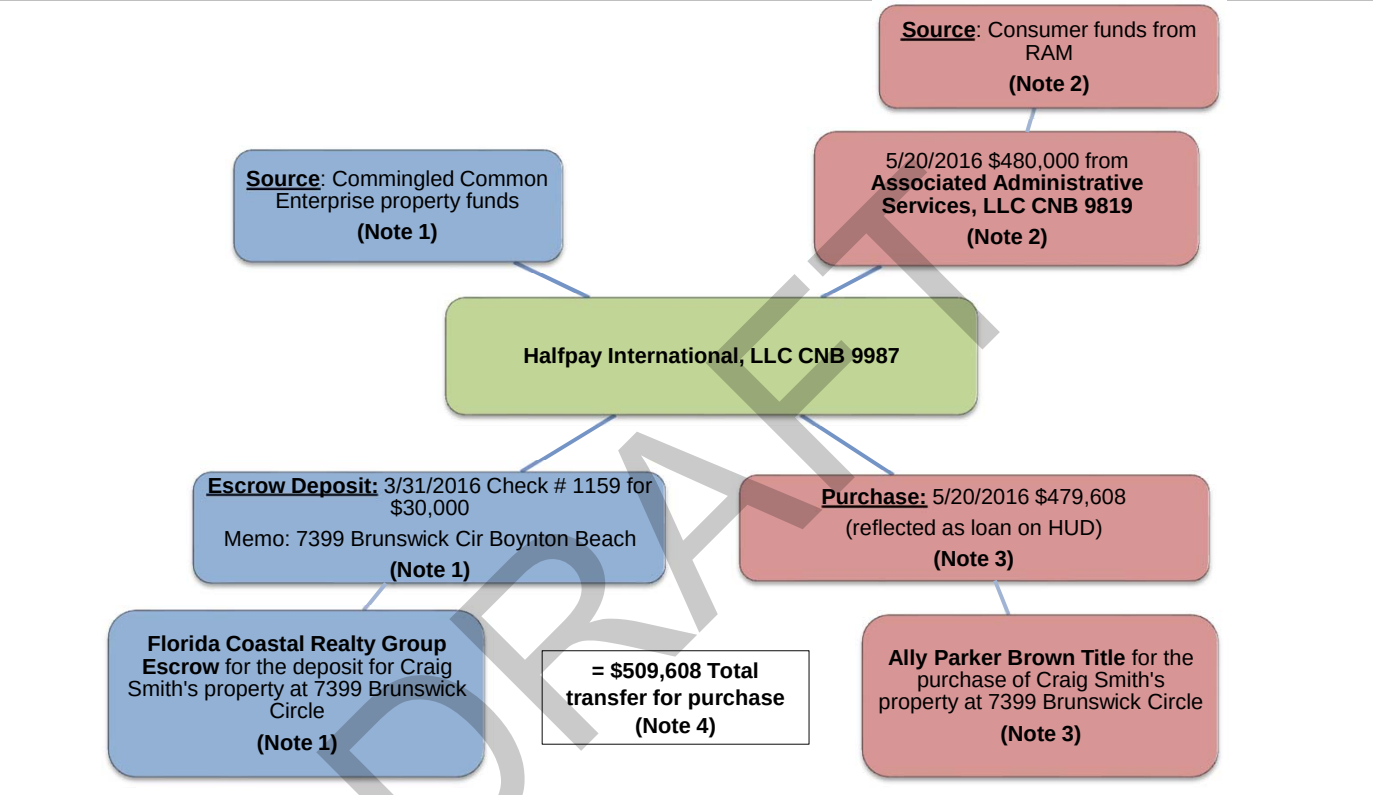
Date	Defendant/Property Owner	To/From	Amount	Account Number	Description	Property Address (if applicable)
8/14/2017	Cockburn & Associate LLC	Bank of Montreal	$ 77,065.00	XXXX3940	Repatriation of Funds from Canada ($100,000 CAD converted into USD)	
8/16/2017	White Light Media LLC	Reliant Account Management LLC	$ 53,079.66	XXXX3940	Consumer escrow funds held by RAM	
8/16/2017	Cockburn & Associate LLC	Bank of Montreal	$ 20,785.92	XXXX3940	Repatriation of Funds from Canada ($27,340.85 CAD converted into USD)	
8/17/2017	Associated Administrative Services	Reliant Account Management LLC	$ 26,935.43	XXXX3940	Consumer escrow funds held by RAM	
8/22/2017	HP Media, Inc.	JP Morgan Chase	$ 274,209.06	XXXX3940	Turnover of Funds in Receivership Entity Bank Account	
8/22/2017	HP Properties Group, Inc.	JP Morgan Chase	$ 32,669.25	XXXX3940	Turnover of Funds in Receivership Entity Bank Account	
8/22/2017	HP Media, Inc.	JP Morgan Chase	$ 1,000.21	XXXX3940	Turnover of Funds in Receivership Entity Bank Account	
8/22/2017	HP Properties Group, Inc.	JP Morgan Chase	$ 577.49	XXXX3940	Turnover of Funds in Receivership Entity Bank Account	
8/28/2017	JLMJP Pompano, LLC	F3EA Servicing LLC	$ 44,809.88	XXXX3890	July & August Rent for Suite 200	1410 SW 3rd Street, Pompano Beach, FL 33069
8/30/2017	80 Nottingham Place Business Trust	Keith Feldman	$ 2,100.00	XXXX3890	August Rent - 80 Nottingham Place	80 Nottingham Place
8/30/2017	HP Media, Inc.	TASC	$ 546.20	XXXX3890	Refund - Employee Health Benefits	
8/30/2017	HP Media, Inc.	TASC	$ 1,531.44	XXXX3890	Refund - Employee Health Benefits	
8/30/2017	Halfpay International, LLC	FP&L	$ 112.98	XXXX3890	Refund of Deposit - Closed FP&L Account	
8/30/2017	Receivership Estate	Legal Advocates for Consumers in Debt	$ 250.00	XXXX3890	Consumer legal settlement	
8/30/2017	Paralegal Support Group	United Healthcare Svs Inc.	$ 1,868.86	XXXX3890	Refund - Employee Health Benefits	
8/30/2017	Halfpay International, LLC	Titan Loan Servicing LLC	$ 528,283.30	XXXX3940	Monthly Mortgage Payments - Halfpay Portfolio & Partial Repayment of Balloon Promissory Note regarding Placencia Properties	
8/31/2017	Receivership Estate	Biscayne Bank	$ 1,723.12	XXXX3890	Interest Paid - 31 Days	
8/31/2017	Receivership Estate	Biscayne Bank	$ 2,474.27	XXXX3940	Interest Paid - 31 Days	
9/6/2017	Nantucket Cove of Illinois, LLC	Midland States Bank	$ 24,664.96	XXXX3890	Turnover of Funds for Receivership Entity	
9/6/2017	16 S H Street Lake Worth Business Trust	Freddy Moldt	$ 11,686.25	XXXX3940	September Rent 12-Plex	16 S "H" Street, Lake Worth, FL 33460
9/7/2017	JLMJP Pompano, LLC	F3EA Holdings LLC	$ 20,368.13	XXXX3890	September Rent - Suite 200	1410 SW 3rd Street, Pompano Beach, FL 33069
9/30/2017	Receivership Estate	Biscayne Bank	$ 1,736.25	XXXX3890	Interest Paid - 31 Days	
9/30/2017	Receivership Estate	Biscayne Bank	$ 3,097.08	XXXX3940	Interest Paid - 31 Days	
10/4/2017	80 Nottingham Place Business Trust	Keith M. Feldman	$ 2,100.00	XXXX3890	September Rent - 80 Nottingham Place	80 Nottingham Place
10/4/2017	Amanda Finley	Citibank	$ 282,356.00		Cashier's Check from Citibank Account for Jeremy Marcus & Amanda Finley (withdrawn by Amanda Finley and turned over to Receiver)	
10/5/2017	JLMJP Pompano, LLC	F3EA Holdings LLC	$ 20,368.13	XXXX3890	October Rent - Suite 200	1410 SW 3rd Street, Pompano Beach, FL 33069
10/10/2017	Halfpay International, LLC	Titan Loan Servicing LLC	$ 28,190.26	XXXX3940	Monthly Mortgage Payments - Halfpay Portfolio	

Exhibit

Federal Trade Commission, et al, Plaintiffs
v. Jeremy Lee Marcus, et al, Defendants
Case No. 17-60907-CIV-MORENO
United States District Court
Southern District of Florida

Craig and Tiffanie Smith Purchase of Property located at 7399 Brunswick Circle, Boynton Beach, Florida 33472 on May 20, 2016

Source: Bank records for Associated Administrative Services, LLC CNB account 9819 ("CNB 9819"); Bank records for Halfpay International, LLC CNB account 9987 ("CNB 9987"); HUD for 7399 Brunswick Circle, Boynton Beach, Florida ("HUD")



DRAFT

Note 1: KM analyzed the bank records for Halfpay International, LLC ("Halfpay") CNB 9987 and determined that on March 31, 2016, check #1159 for $30,000 was paid to Florida Coastal Group Escrow. Per the HUD, Florida Coastal Group was a real estate broker for the transaction. The memo on the check references 7399 Brunswick Cir Boynton Beach. The HUD for the property shows $30,000 as the escrow deposit amount. The source of the Halfpay funds was commingled Common Enterprise property funds.

Note 2: KM reviewed the bank records for Associated Administrative Services, LLC ("Associated") CNB 9819 and determined that on May 20, 2016, Associated transferred $480,000 to Halfpay CNB 9987. The primary source of the funds in Associated's bank account at the time of the transfer included consumer funds from the ACH processor Reliant Account Management (RAM).

Note 3: On May 20, 2016, Halfpay CNB 9987 transferred $479,608 to Ally Parker Brown Title for the May 20, 2016 purchase of the property located at 399 Brunswick Circle, Boynton Beach, Florida by Craig and Tiffanie Smith. The HUD shows $479,608 as the principal amount of new loan paid.

Note 4: The total purchase price of the property purchased by Craig and Tiffanie Smith located at 399 Brunswick Circle, Boynton Beach, Florida 33472 on May 20, 2016 was $520,000. Payments of a $30,000 deposit and $479,608 principal amount of new loan were paid, totaling $509,608 in payments for the property. There were adjustments totaling $10,392 for the additional purchase price which included a $11,700 credit from the selling agent, a $1,924.47 credit for county taxes unpaid by seller, $2,992.37 settlement charges to borrower, and $240.10 in various other changes. Refer to the HUD for details.

City National Bank
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Account: XXXXXX9819

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1-800-762-CITY (2489)

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Private Client Group
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Miami, FL 33102-5620

Telephone
305-577-7336
800-435-8839

Your Banking Center Hours
Lobby: Monday - Friday: 8:30am - 5:00pm

19909 1 AT 0.396 P:19909 / T:70 / S:

ASSOCIATED ADMINISTRATIVE SERVICES LLC
1410 SW 3RD ST
POMPANO BEACH FL 33069-3244

For additional locations and hours, please visit citynational.com

Member FDIC

EQUAL HOUSING LENDER

Regular Commercial Checking

Account Summary

Account:	XXXXXX9819	Beginning Balance	$1,568,517.90
Last Statement:	April 29, 2016	Ending Balance	$1,318,735.51
This Statement:	May 31, 2016	Average Ledger Balance	$1,494,413.83
		Low Balance	$1,162,968.44
		Interest Earned This Period:	$0.00
		Interest Earned 2016:	$0.00

Daily Activity

Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Balance
04-29	Beginning balance			1,568,517.90
05-02	Ecg 8004959054 Payment 340230	478.60		1,568,996.50
05-02	Ram Pmt 161	24,597.83		1,593,594.33
05-02	700150353 Internet Banking Transfer To City Smart Bu[redacted]9987 On 5/02/16		300,000.00	1,293,594.33
05-02	Ram Pmt 161		1,392.43	1,292,201.90
05-03	Ram Pmt 161	24,233.53		1,316,435.43
05-03	Ram Pmt 100418		0.95	1,316,434.48
05-03	Ram Pmt 161		594.05	1,315,840.43
05-04	Ram Pmt 161	54,260.56		1,370,100.99
05-04	Ram Pmt 100418		149.99	1,369,951.00
05-04	Ram Pmt 161		2,961.72	1,366,989.28
05-05	Ram Pmt 161	53,940.83		1,420,930.11
05-05	Ram Pmt 161		562.84	1,420,367.27
05-06	Ram Pmt 161	287,467.42		1,707,834.69
05-06	Ram Pmt 100418		410.13	1,707,424.56
05-06	Ram Pmt 161		1,603.09	1,705,821.47
05-09	Ecg 8004959054 Payment 347223	11,244.65		1,717,066.12

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Deposit in a Snap!



Our app is free, but standard rates and fees may apply from your wireless carrier. App store is a service mark of Apple Inc. Android is a trademark of Google, Inc. Regular account charges apply. The Mobile Remote Deposit service is subject to eligibility. Deposit limits and other restrictions apply.



Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Balance
05-09	Ram Pmt 161	31,999.51		1,749,065.63
05-09	Ram Pmt 161		1,217.32	1,747,848.31
05-10	Ram Pmt 161	19,852.96		1,767,701.27
05-10	700333393 Internet Banking Transfer To Commercial Ch [redacted] 0015 On 5/10/16		10,000.00	1,757,701.27
05-10	Ram Pmt 161		1,286.49	1,756,414.78
05-11	Ram Pmt 161	195,709.09		1,952,123.87
05-11	700391232 Internet Banking Transfer To Commercial Ch [redacted] 0015 On 5/11/16		5,000.00	1,947,123.87
05-11	Ram Pmt 161		914.75	1,946,209.12
05-12	Ram Pmt 161	21,385.38		1,967,594.50
05-12	Ram Pmt 161		2,268.23	1,965,326.27
05-12	Check # 1001		26,879.54	1,938,446.73
05-13	Ram Pmt 161	31,890.93		1,970,337.66
05-13	Ram Pmt 161		571.55	1,969,766.11
05-13	Portfolio Recov Pra Inc 0 [redacted] 6295		700.00	1,969,066.11
05-13	Check # 6002		1,500.00	1,967,566.11
05-16	Ram Pmt 161	96,560.27		2,064,126.38
05-16	Dda Withdrawal		300,000.00	1,764,126.38
05-16	Wire Transfer Polythought Softwares [redacted] 0234		64,000.00	1,700,126.38
05-16	Wire Transfer Instahelp America Llc [redacted] 0230		300,000.00	1,400,126.38
05-16	Ram Pmt 161		5,744.91	1,394,381.47
05-17	Ram Pmt 161	11,111.22		1,405,492.69
05-17	Ram Pmt 161		774.67	1,404,718.02
05-18	Ram Pmt 161	9,430.60		1,414,148.62
05-18	Ram Pmt 161		1,068.04	1,413,080.58
05-19	Ram Pmt 161	15,064.00		1,428,144.58
05-19	Ram Pmt 161		1,939.88	1,426,204.70
05-20	Ram Pmt 161	294,100.56		1,720,305.26
05-20	Transfer Debit To Account		480,000.00	1,240,305.26
05-20	Ram Pmt 161		1,181.89	1,239,123.37
05-23	Ram Pmt 161	23,794.14		1,262,917.51
05-23	Ram Pmt 161		1,991.60	1,260,925.91
05-24	Ram Pmt 161	23,722.99		1,284,648.90
05-24	Ram Pmt 161		351.55	1,284,297.35
05-24	Check # 1002		2,000.00	1,282,297.35
05-25	Ram Pmt 161	15,146.34		1,297,443.69
05-25	Ram Pmt 161		1,418.27	1,296,025.42
05-26	Ram Pmt 161	170,856.15		1,466,881.57
05-26	[redacted] 3731 Internet Banking Transfer To City Smart Bu [redacted] 9987 On 5/26/16		300,000.00	1,166,881.57
05-26	Ram Pmt 161		3,913.13	1,162,968.44
05-27	Ram Pmt 161	588,497.83		1,751,466.27
05-27	Transfer Debit To Account		450,000.00	1,301,466.27
05-27	Ram Pmt 161		711.56	1,300,754.71
05-31	Ram Pmt 161	20,197.30		1,320,952.01
05-31	Ram Pmt 161		416.50	1,320,535.51
05-31	Check # 1004		1,800.00	1,318,735.51
05-31	Ending totals	2,025,542.69	2,275,325.08	1,318,735.51

Checks

Number	Date	Amount	Number	Date	Amount
1001	05-12	26,879.54	1004*	05-31	1,800.00
1002*	05-24	2,000.00	6002	05-13	1,500.00

* Skip In Check Sequence

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City National Bank
Bci FINANCIAL GROUP

Account: XXXXXX9987

Client Service

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citynational.com

CityTel
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1-800-762-CITY (2489)

Your Banking Center
Private Client Group
P.O. Box 025620
Miami, FL 33102-5620

Telephone
305-577-7336
800-435-8839

Your Banking Center Hours
Lobby: Monday - Friday: 8:30am - 5:00pm

19946 2 AT 0.396 P:19946 / T:70 / S:

HALFPAY INTERNATIONAL LLC
1410 SW 3RD ST
POMPANO BEACH FL 33069-3244

For additional locations and hours, please visit citynational.com

Member FDIC

EQUAL HOUSING LENDER

Citysmart Ultimate Small Business Ckg

Account Summary

Account:	XXXXXX9987	Beginning Balance	$106,730.72
Last Statement:	April 29, 2016	Ending Balance	$383,395.89
This Statement:	May 31, 2016	Average Ledger Balance	$266,414.44
		Low Balance	$76,004.85
		Interest Earned This Period:	$0.00
		Interest Earned 2016:	$0.00

Daily Activity

Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Balance
04-29	Beginning balance			106,730.72
05-02	Deposit	450.00		107,180.72
05-02	Forte 179851 +1.469.675.9920	3,602.00		110,782.72
05-02	700150353 Internet Banking Transfer From Commercial Ch [redacted]819 On 5/02/16	300,000.00		410,782.72
05-02	Fpl Direct Debit Elec Pymt 3267135436 Webi		19.43	410,763.29
05-03	Deposit	850.00		411,613.29
05-03	Fpl Direct Debit Elec Pymt 8992912389 Ppda		789.42	410,823.87
05-03	Amex Epayment Ach Pmt M2472		55,153.94	355,669.93
05-03	Check # 1185		45,900.00	309,769.93
05-04	Fpl Direct Debit Elec Pymt 5807488233 Ppda		74.26	309,695.67
05-04	Lockbox Carriage Pointe Internet Lockbox Ach Data		169.00	309,526.67
05-04	Check # 1178		1,400.00	308,126.67
05-04	Check # 1184		3,900.00	304,226.67

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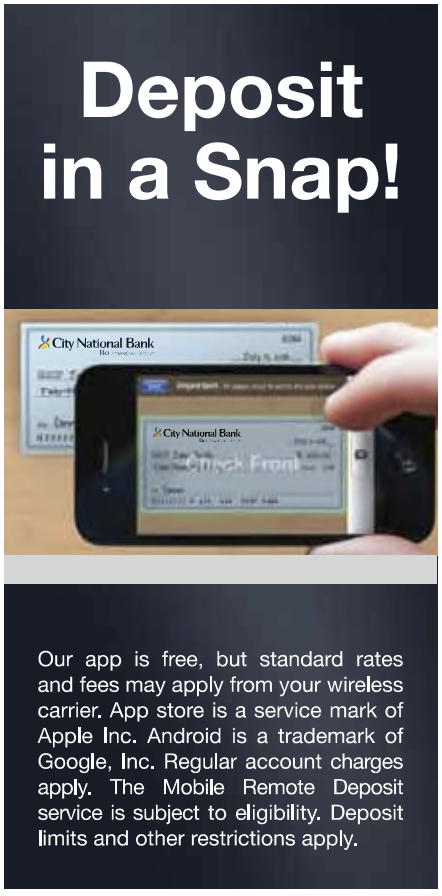



Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Balance
05-05	Deposit	7,400.00		311,626.67
05-05	Forte 179851 +1.469.675.9920	6,606.00		318,232.67
05-05	Lockbox Village On The G Internet Lockbox Ach Data		197.00	318,035.67
05-05	Lockbox The Residences O Internet Lockbox Ach Data		380.00	317,655.67
05-05	Check # 1183		187.50	317,468.17
05-06	Deposit	740.00		318,208.17
05-06	Forte 179851 +1.469.675.9920	11,336.95		329,545.12
05-06	Courtyards Of De Condo Fees 000023		375.00	329,170.12
05-06	Check # 1192		45,000.00	284,170.12
05-09	Forte 179851 +1.469.675.9920	1,552.00		285,722.12
05-09	Wire Transfer Titan Loan Servicing [redacted]	25,050.00		310,772.12
05-09	Lake Worth, Fl C Ut Bill 001955390033552		40.80	310,731.32
05-09	Lake Worth, Fl C Ut Bill 001955390033530		45.55	310,685.77
05-09	Lake Worth, Fl C Ut Bill 001955390033520		46.35	310,639.42
05-09	Lake Worth, Fl C Ut Bill 001955390033518		76.48	310,562.94
05-09	Lake Worth, Fl C Ut Bill 001955390033524		88.50	310,474.44
05-09	Lake Worth, Fl C Ut Bill 001955390033554		88.96	310,385.48
05-09	Lake Worth, Fl C Ut Bill 001955390033550		95.99	310,289.49
05-09	Lake Worth, Fl C Ut Bill 001955390033536		155.16	310,134.33
05-09	Lake Worth, Fl C Ut Bill 001955390033546		202.25	309,932.08
05-09	Lake Worth, Fl C Ut Bill 001955390033512		1,226.17	308,705.91
05-09	Check # 1187		1,340.00	307,365.91
05-09	Check # 1190		2,400.00	304,965.91
05-09	Check # 1193		4,365.00	300,600.91
05-09	Wire Transfer Fee Titan Loan Servic [redacted]		15.00	300,585.91
05-10	Muirhead Estates Web Pmts 3Pkbh4		222.00	300,363.91
05-10	Check # 1188		1,125.00	299,238.91
05-11	Check # 1194		720.00	298,518.91
05-12	Deposit	625.00		299,143.91
05-12	Deposit	2,050.00		301,193.91
05-12	Forte 179851 +1.469.675.9920	67.00		301,260.91
05-12	Pbc Water Utili Water Bill 1000676854		55.68	301,205.23
05-12	Check # 1197		4,000.00	297,205.23
05-16	Check # 1202		3,000.00	294,205.23
05-16	Check # 1201		3,030.00	291,175.23
05-16	Check # 1203		45,000.00	246,175.23
05-17	Fpuc/ez-pay Utility 0927989		14.24	246,160.99
05-17	Fpuc/ez-pay Utility 0930068		82.33	246,078.66
05-17	Fpuc/ez-pay Utility 0930098		87.54	245,991.12
05-17	Fpuc/ez-pay Utility 0930737		87.54	245,903.58
05-17	Amex Epayment Ach Pmt M6166		53,646.76	192,256.82
05-18	Check # 1199		150.00	192,106.82
05-19	City Of Delray B Ut Bill 007771050095960		15.72	192,091.10
05-19	Check # 1195		200.00	191,891.10
05-19	Check # 1208		425.00	191,466.10
05-19	Check # 1198		450.00	191,016.10
05-19	Check # 1209		450.00	190,566.10
05-19	Check # 1211		1,000.00	189,566.10
05-20	Transfer Credit From Account	480,000.00		669,566.10
05-20	Wire Transfer Ally Parker Brown Tit [redacted]0254		479,608.00	189,958.10
05-20	Check # 1186		50.00	189,908.10
05-20	Wire Transfer Fee Ally Parker Brown [redacted]0254		35.00	189,873.10
05-23	Check # 1204		500.00	189,373.10

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PAYMENT ARCHIVE AND RESEARCH CENTER

Query Results Report

Printed On : 5/19/2017

Redacted

MSG_SOURCE_TYPE	PPUSA
Account No	[redacted] 987
Amount	479,608.00
BBI	{6500}PURCHASE OF HOME
Beneficiary	ALLY PARKER BROWN TITLE INSURANCE
BNF ADDR1	1599 SE PORT ST LUCIE BLVD #D
BNF ADDR2	PORT ST LUCIE, FL. 34952
BNF ID	[redacted]
Branch ID	193
Currency	USD
Wire Date	05/20/2016
Direction	O
Fee	35.00
IMAD	[redacted]
MID	160520125631AF01
Paymt Method	FED
Msg Status	COMPLETE

PAYMENT ARCHIVE AND RESEARCH CENTER

Query Results Report

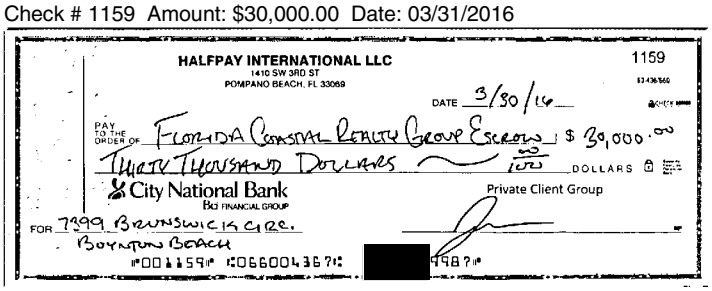
Printed On : 5/19/2017

Msg Type	10
Msg Subtype	00
OBI	PURCHASE OF HOME
Office	001
OMAD	[redacted]
Originator	HALFPAY INTERNATIONAL LLC
ORG ADDR1	1410 SW 3RD ST
ORG ADDR2	POMPANO BEACH, FL 33069-0000
ORG ID	[redacted] 987
ORG ID Code	AC
Recv ABA	[redacted]
Recv Name	BANKUNITED NA FL
Reference	[redacted]
Sender ABA	066004367
Sender Name	CITY NATIONAL BANK
Paymt Source	WID
Time	13:57:01
UserID	FULLERTA
Value Date	05/20/2016

Redacted

Redacted

Check # 1159 Amount: $30,000.00 Date: 03/31/2016



HALFPAY INTERNATIONAL LLC
1410 SW 3RD ST
POMPANO BEACH, FL 33069

1159

DATE 3/30/16

PAY TO THE ORDER OF Florida Coastal Realty Group Escrow $ 30,000.00

Thirty Thousand Dollars and 00/100 DOLLARS

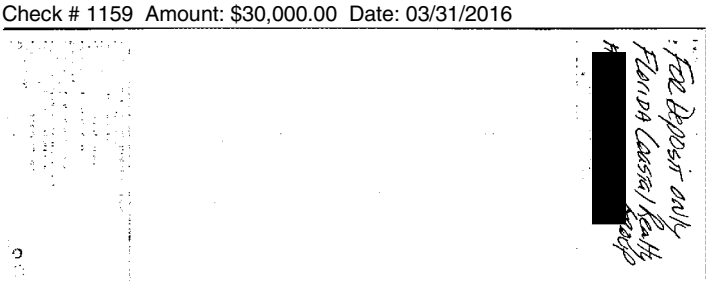
City National Bank
BCI FINANCIAL GROUP

Private Client Group

FOR 7999 Brunswick Ln.
Boynton Beach

⑈001159⑈ ⑆066004367⑆ [redacted]498?⑈

Check # 1159 Amount: $30,000.00 Date: 03/31/2016



FOR Deposit only
Florida Coastal Realty Group
[redacted]

City National Bank
Bci FINANCIAL GROUP

Account: XXXXXX9987

Client Service

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citynational.com

CityTel
305-349-CITY (2489)
1-800-762-CITY (2489)

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Private Client Group
P.O. Box 025620
Miami, FL 33102-5620

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HALFPAY INTERNATIONAL LLC
1410 SW 3RD ST
POMPANO BEACH FL 33069-3244

For additional locations and hours, please visit citynational.com

Member FDIC

EQUAL HOUSING LENDER

Citysmart Ultimate Small Business Ckg

Account Summary

Account:	XXXXXX9987	Beginning Balance	$51,118.04
Last Statement:	February 29, 2016	Ending Balance	$573,662.46
This Statement:	March 31, 2016	Average Ledger Balance	$268,075.16
		Low Balance	$51,118.04
		Interest Earned This Period:	$0.00
		Interest Earned 2016:	$0.00

Daily Activity

Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Balance
02-29	Beginning balance			51,118.04
03-02	Deposit	10,256.60		61,374.64
03-03	Deposit	10,256.60		71,631.24
03-03	Charge Back Item Check 0177		10,700.00	60,931.24
03-03	Deposited Item Returned Fee		10.00	60,921.24
03-04	Deposit	450.00		61,371.24
03-04	Wire Transfer Greenspoon Marder P A [redacted]	81,392.31		142,763.55
03-04	Wire Transfer Fee Greenspoon Marder [redacted]		15.00	142,748.55
03-07	Check # 1002		200.00	142,548.55
03-07	Check # 1006		350.00	142,198.55
03-07	Check # 1007		669.66	141,528.89
03-08	Deposit	1,200.00		142,728.89
03-08	Buildium Llc Ach 888-414-1988		9.50	142,719.39
03-08	Pbc Water Utili Water Bill 1000676854		23.87	142,695.52
03-08	Muirhead Estates Web Pmts L34s44		222.00	142,473.52
03-08	Muirhead Estates Web Pmts M34s44		222.00	142,251.52

Continued on the next page



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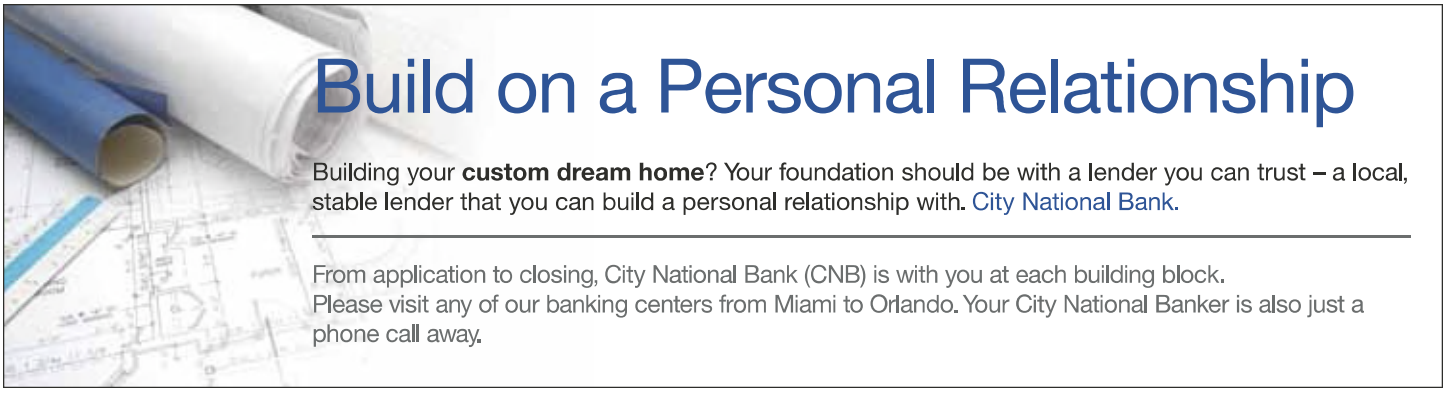


Build on a Personal Relationship

Building your **custom dream home**? Your foundation should be with a lender you can trust – a local, stable lender that you can build a personal relationship with. City National Bank.

From application to closing, City National Bank (CNB) is with you at each building block. Please visit any of our banking centers from Miami to Orlando. Your City National Banker is also just a phone call away.

Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Balance
03-25	700616815 Internet Banking Transfer From Commercial Ch [redacted]9819 On 3/25/16	40,000.00		529,089.46
03-25	Check # 1153		4,750.00	524,339.46
03-28	Deposit	1,260.00		525,599.46
03-28	Forte 179851 +1.469.675.9920	1,602.00		527,201.46
03-29	Deposit	82,667.00		609,868.46
03-29	Fpl Direct Debit Elec Pymt 8798522390 Ppda		755.85	609,112.61
03-29	Fpl Direct Debit Elec Pymt 3831658004 Ppda		2,507.15	606,605.46
03-29	Check # 1151		225.00	606,380.46
03-30	Fpl Direct Debit Elec Pymt 3267135436 Webi		50.00	606,330.46
03-30	Fpl Direct Debit Elec Pymt 7788124431 Webi		145.00	606,185.46
03-30	Check # 1152		25.00	606,160.46
03-30	Check # 1155		12,600.00	593,560.46
03-31	Deposit	8,750.00		602,310.46
03-31	Forte 179851 +1.469.675.9920	1,752.00		604,062.46
03-31	Check # 1005		400.00	603,662.46
03-31	Check # 1159		30,000.00	573,662.46
03-31	Ending totals	733,688.73	211,144.31	573,662.46

Checks

Number	Date	Amount	Number	Date	Amount
1001	03-11	18,000.00	1008	03-18	1,358.06
1002*	03-07	200.00	1009	03-16	169.00
1002	03-18	780.00	1010	03-09	11,000.00
1003*	03-16	150.00	1011	03-14	1,265.00
1003	03-16	750.00	1012*	03-21	125.00
1004*	03-14	347.35	1151	03-29	225.00
1004	03-18	580.00	1152	03-30	25.00
1005*	03-18	197.00	1153*	03-25	4,750.00
1005	03-31	400.00	1155*	03-30	12,600.00
1006	03-07	350.00	1159	03-31	30,000.00
1007	03-07	669.66			

* Skip In Check Sequence

Continued on the next page

OMB Approval No. 2502-0265

A. Settlement Statement (HUD-1)

7399 Brunswick Circle Boynton Beach NOT EXECUTED

B. Type of Loan

1. ☐ FHA 2. ☐ RHS 3. ☒ Conv. Unins. 4. ☐ VA 5. ☐ Conv. Ins.	6. File Number: APB20160219	7. Loan Number:	8. Mortgage Insurance Case Number:

C. **Note:** *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

D. Name and Address of Borrower:	E. Name and Address of Seller:	F. Name and Address of Lender:
Craig Smith Tiffanie Smith 7399 Brunswick Circle Boynton Beach, FL 33472	Melamed Patino Family 8326 Dundee Terrace Hialeah, FL 33016	Halfpay International, LLC 1410 SW 3rd Street Pompano Beach, FL 33069

G. Property Location:	H. Settlement Agent:	I. Settlement Date:
7399 Brunswick Circle Boynton Beach, FL 33472 Palm Beach County, Florida	Ally Parker Brown Title Insurance Agency, LLC 1599 SE Port St. Lucie Blvd., #D Port St. Lucie, FL 34952 Ph. (772)323-2777 Place of Settlement: 1599 SE Port St. Lucie Blvd., #D Port St. Lucie, FL 34952	May 20, 2016

J. Summary of Borrower's transaction		K. Summary of Seller's transaction	
100. Gross Amount Due from Borrower:		400. Gross Amount Due to Seller:	
101. Contract sales price	520,000.00	401. Contract sales price	520,000.00
102. Personal property		402. Personal property	
103. Settlement Charges to Borrower (Line 1400)	2,992.37	403.	
104.		404.	
105.		405.	
Adjustments for items paid by Seller in advance		**Adjustments for items paid by Seller in advance**	
106. LW Drainage 05/21/16 to 10/01/16	16.27	406. LW Drainage 05/21/16 to 10/01/16	16.27
107. County Taxes to		407. County Taxes to	
108. Solid Waste 05/21/16 to 10/01/16	112.83	408. Solid Waste 05/21/16 to 10/01/16	112.83
109. May HOA Dues 05/21/16 to 05/31/16	111.00	409. May HOA Dues 05/21/16 to 05/31/16	111.00
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Borrower	523,232.47	**420. Gross Amount Due to Seller**	520,240.10
200. Amounts Paid by or in Behalf of Borrower		**500. Reductions in Amount Due Seller:**	
201. Deposit or earnest money	30,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	479,608.00	502. Settlement charges to Seller (Line 1400)	36,518.48
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Credit from Selling agent	11,700.00	504. Payoff First Mortgage to Bank of America/#68951010	339,767.71
205.		505. Payoff Second Mortgage	
206.		506.	
207.		507. (Deposit disb. as proceeds)	
208.		508.	
209.		509.	
Adjustments for items unpaid by Seller		**Adjustments for items unpaid by Seller**	
210. LW Drainage to		510. LW Drainage to	
211. County Taxes 01/01/16 to 05/21/16	1,924.47	511. County Taxes 01/01/16 to 05/21/16	1,924.47
212. Solid Waste to		512. Solid Waste to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Borrower	523,232.47	**520. Total Reduction Amount Due Seller**	378,210.66
300. Cash at Settlement from/to Borrower		**600. Cash at settlement to/from Seller**	
301. Gross amount due from Borrower (line 120)	523,232.47	601. Gross amount due to Seller (line 420)	520,240.10
302. Less amount paid by/for Borrower (line 220)	(523,232.47)	602. Less reductions due Seller (line 520)	(378,210.66)
303. Cash ☐ **From** ☐ **To Borrower**	0.00	**603. Cash** ☒ **To** ☐ **From Seller**	142,029.44

* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Real Estate Broker Fees	$ 26,000.00		
Division of commission (line 700) as follows:			
701. $ 13,000.00 to Bellaggio Real Estate Group			
702. $ 13,000.00 to Florida Coastal Realty Group			
703. Commission paid at settlement			26,000.00
704. Rebate from Florida Coastal	to $11,700.00 see line 204		
705.			
800. Items Payable in Connection with Loan			
801. Our origination charge	$ (from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen	$ (from GFE #2)		
803. Your adjusted origination charges to Halfpay International, LLC	(from GFE #A)	0.00	
804. Appraisal fee to	(from GFE #3)		
805. Credit Report to	(from GFE #3)		
806. Tax service to	(from GFE #3)		
807. Flood certification to	(from GFE #3)		
808.	(from GFE #3)		
809.	(from GFE #3)		
810.	(from GFE #3)		
811.	(from GFE #3)		
900. Items Required by Lender to Be Paid in Advance			
901. Daily interest charges from 05/20/16 to 06/01/16	12 @ $/day (from GFE #10)		
902. Mortgage insurance premium for months to	(from GFE #3)		
903. Homeowner's insurance for years to	(from GFE #11)		
904.	(from GFE #11)		
905.	(from GFE #11)		
1000. Reserves Deposited with Lender			
1001. Initial deposit for your escrow account	(from GFE #9)		
1002. Homeowner's insurance months @ $ per month	$		
1003. Mortgage insurance months @ $ per month	$		
1004. Property taxes	$		
1005.	$		
1006. months @ $ per month	$		
1007. months @ $ per month	$		
1008.	$		
1009. Aggregrate Adjustment	$		
1100. Title Charges			
1101. Title Search / Closing Fee	(from GFE #4)		125.00
1102. Settlement or closing fee to Ally Parker Brown Title Insurance Agency, L	$		325.00
1103. Owner's title insurance to Old Republic National Title Insurance Co.	(from GFE #5)		2,675.00
1104. Lender's title insurance and Endorsements to Old Republic National Title	$		
1105. Lender's title policy limit	$		
1106. Owner's title policy limit	$ 520,000.00		
1107. Agent's portion of the total title ins. premium	to Ally Parker Brown Title Insurance Agency, LLC $ 1,872.50		
1108. Underwriter's portion of the total title ins. premium	to Old Republic National Title Insurance Co. $ 802.50		
1109. State of Florida Surcharge to Old Republic National Title	$		3.28
1110. Document scanning fee to Ally Parker Brown Title Insurance Agency, LLC		7.50	7.50
1111. Wire Fee to Ally Parker Brown Title Insurance Agency, LLC		30.00	30.00
1112.	$		
1113.	$		
1200. Government Recording and Transfer Charges			
1201. Government recording charges to Clerk of the Court	(from GFE #7)	216.70	
1202. Deed $ 19.10 Mortgage $ 197.60 Releases $	Other $		
1203. Transfer taxes to Clerk of the Court	(from GFE #8)	2,638.17	
1204. City/County tax/stamps $	$ 959.22		
1205. State tax/stamps $ 3,640.00	$ 1,678.95		3,640.00
1206. Record Trust Affidavit to Clerk of the Court			10.60
1207. Record CC of order approval sale to Clerk of the Court			19.10
1300. Additional Settlement Charges			
1301. Required services that you can shop for	(from GFE #6)		
1302. Estoppel Request to Associated Property Mgt	$		350.00
1303. June HOA Dues to Bristol Lakes HOA	$		333.00
1304. Administration Fee to APM	$	100.00	
1305.	$		
1306. Attorney Fees to Kingcade & Garcia, PA	$		3,000.00
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		2,992.37	36,518.48

* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)

HUD-1 Attachment

Borrower(s): Craig Smith and Tiffanie Smith, husband and wife
7399 Brunswick Circle
Boynton Beach, FL 33472
Lender: Halfpay International, LLC
Settlement Agent: Ally Parker Brown Title Insurance Agency, LLC
(772)323-2777
Place of Settlement: 1599 SE Port St. Lucie Blvd., #D
Port St. Lucie, FL 34952
Settlement Date: May 20, 2016
Property Location: 7399 Brunswick Circle
Boynton Beach, FL 33472
Palm Beach County, Florida

Seller(s): Melamed Patino Family Limited Liability Limited Partnership
8326 Dundee Terrace
Hialeah, FL 33016

Additional Adjustments For Items Paid By Seller In Advance (Borrower Debit)

Description	Amount	From/Through	Prorated Amount
May HOA Dues	333.00	05/20/16 through 05/30/16	111.00
		Total Line 109/409	111.00

Seller Loan Payoff Details

Payoff First Mortgage **to Bank of America** **Re:#68951010220999**

Loan Payoff As of
Total Additional Interest days @ Per Diem

Total Loan Payoff **339,767.71**

Title Services and Lender's Title Insurance Details

		BORROWER	SELLER
Title Search to Old Republic National Title	#16035943		125.00
	Total	$ 0.00	$ 125.00

Settlement or Closing Fee Details

	BORROWER	SELLER
Closing Fee to Ally Parker Brown Title Insurance Agency, LLC		325.00
Total	$ 0.00	$ 325.00

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Borrower: Craig Smith and Tiffanie Smith, husband and wife
Seller: Melamed Patino Family Limited Liability Limited Partnership
Lender: Halfpay International, LLC
Settlement Agent: Ally Parker Brown Title Insurance Agency, LLC
(772)323-2777
Place of Settlement: 1599 SE Port St. Lucie Blvd., #D
Port St. Lucie, FL 34952
Settlement Date: May 20, 2016
Property Location: 7399 Brunswick Circle
Boynton Beach, FL 33472
Palm Beach County, Florida

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

_____
Craig Smith

_____
Tiffanie Smith

Melamed Patino Family Limited Liability Limited Partnership

BY:_____
Janet Melamed Trustee of the Janet Melamed Revocable Living Trust, the General Partner

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

_____
Ally Parker Brown Title Insurance Agency, LLC
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

(APB20160219.PFD/APB20160219/11)

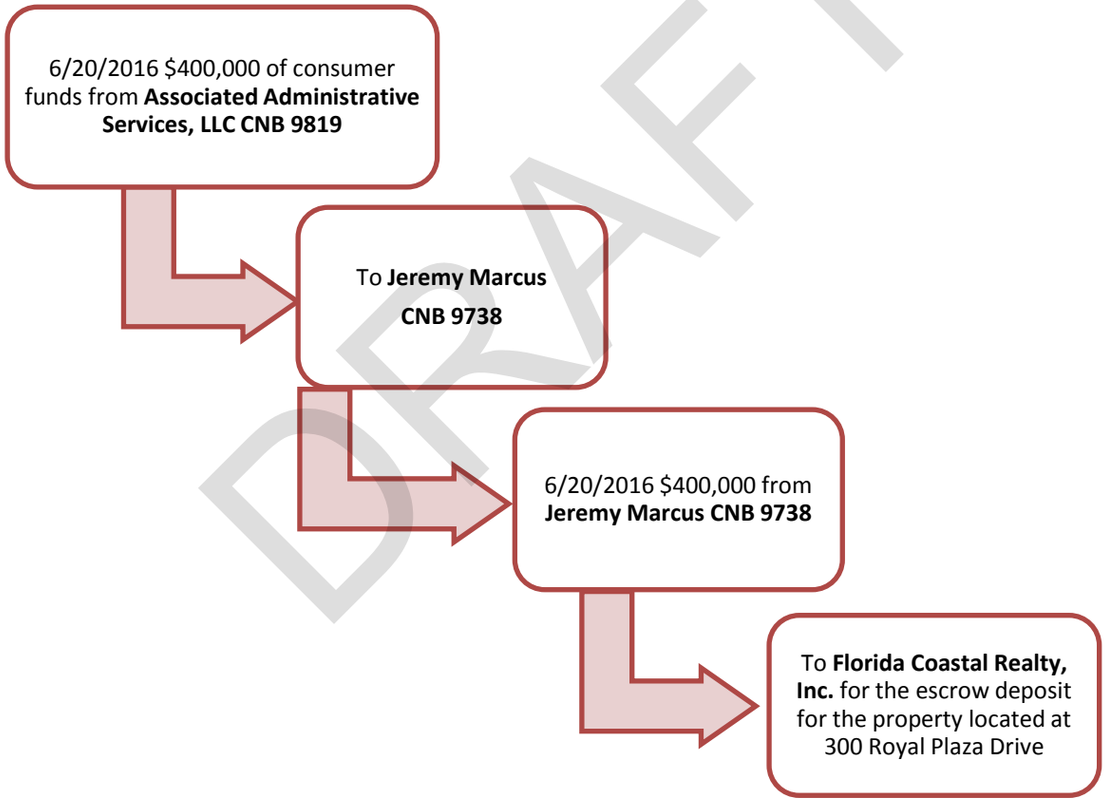
Exhibit

Federal Trade Commission, et al, Plaintiffs
v. Jeremy Lee Marcus, et al, Defendants
Case No. 17-60907-MORENO
United States District Court
Southern District of Florida

Jeremy Marcus Purchase of 300 Royal Plaza Drive, Ft. Lauderdale, Florida on July 7, 2016 for $5,250,000 (Note 1)

Source: Bank records for Associated Administrative Services, LLC CNB account 9819 ("CNB 9819"); Bank records for Jeremy Marcus CNB account 9738 ("CNB 9738"); Bank Records for Cockburn & Associates BMO account 5726 ("BMO 5726"); Bank records for Cockburn & Associates CNB account 5030 ("CNB 5030"); HUD for 300 Royal Plaza Drive, Ft. Lauderdale, Florida 33301 ("HUD"); Kapila Declaration dated July 12, 2017; June 14, 2016 BMO memo re: client trust account ending in 98302

$400,000 Escrow Deposit: (Note 2)



DRAFT

Note 1: Per the HUD, the property located at 300 Royal Plaza Drive, Ft. Lauderdale, Florida 33301 was purchased by Donald E. Nicholson, Trustee of the Jean Pierre Trust #1 on July 7, 2016 for $5,250,000. Based on public records obtained from the Palm Beach County Property Appraisers website, on February 22, 2017, there was a quit-claim deed between Donald E. Nicholson, Trustee of the Jean Pierre Trust #1 and Jeremy Marcus and Amanda Finley as Tenants by the Entireties.

Exhibit

Federal Trade Commission, et al, Plaintiffs
v. Jeremy Lee Marcus, et al, Defendants
Case No. 17-60907-MORENO
United States District Court
Southern District of Florida

Jeremy Marcus Purchase of 300 Royal Plaza Drive, Ft. Lauderdale, Florida on July 7, 2016 for $5,250,000 (Note 1)

Source: Bank records for Associated Administrative Services, LLC CNB account 9819 ("CNB 9819"); Bank records for Jeremy Marcus CNB account 9738 ("CNB 9738"); Bank Records for Cockburn & Associates BMO account 5726 ("BMO 5726"); Bank records for Cockburn & Associates CNB account 5030 ("CNB 5030"); HUD for 300 Royal Plaza Drive, Ft. Lauderdale, Florida 33301 ("HUD"); Kapila Declaration dated July 12, 2017; June 14, 2016 BMO memo re: client trust account ending in 98302

Note 2: KM analyzed the bank records for Associated Administrative Services, LLC ("Associated") account CNB 9819 and determined that on June 20, 2016, Associated transferred $400,000 to Jeremy Marcus account CNB 9738. The source of the funds from Associated was commingled consumer funds from the ACH processor Reliant Account Management (RAM). On June 20, 2016, Jeremy Marcus transferred $400,000 from his account CNB 9738 to Florida Coastal Realty, Inc. for the deposit on the property. Per the HUD, Florida Coastal Group was a real estate broker for the transaction and the deposit amount was $400,000.

DRAFT

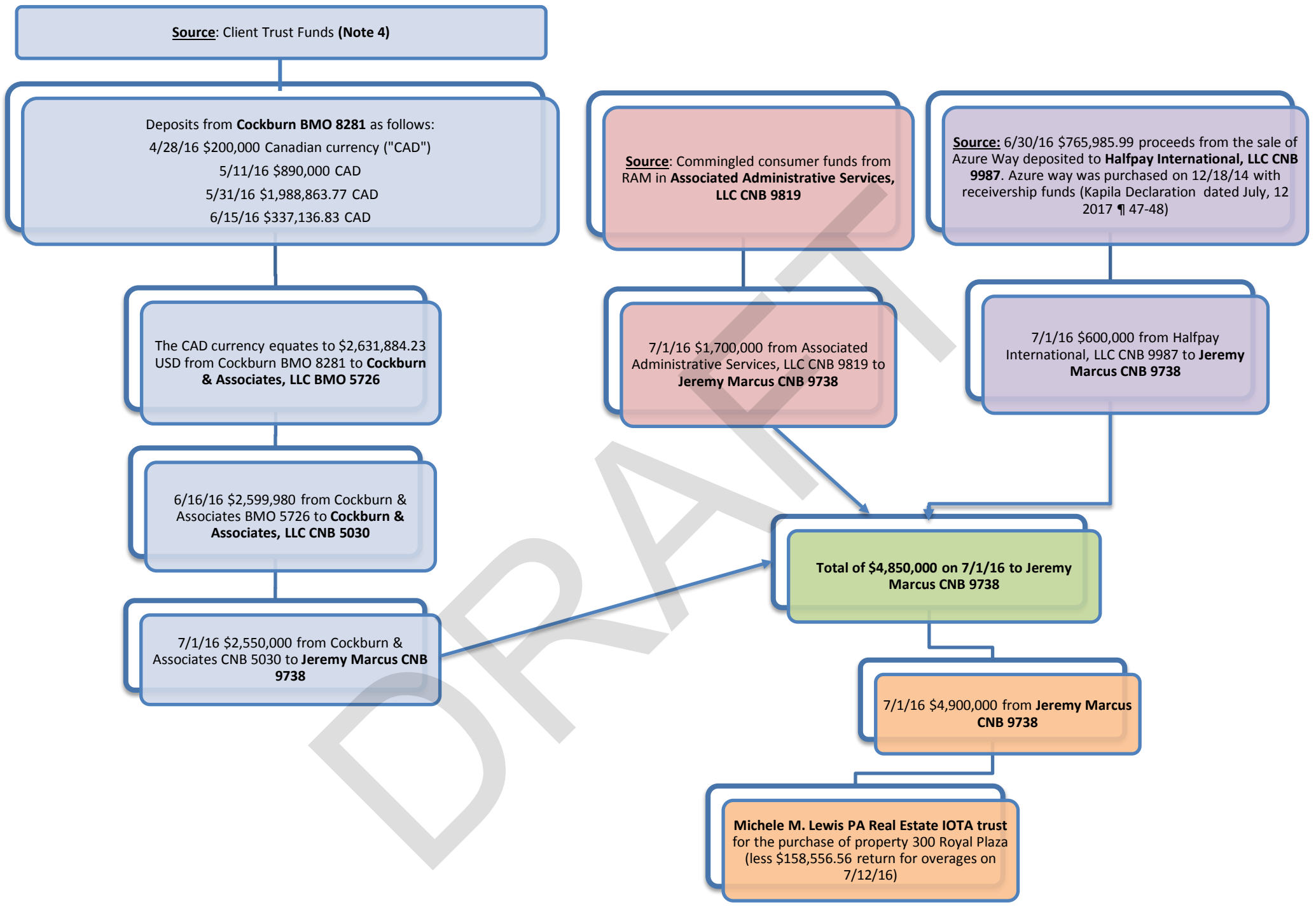
Exhibit

Federal Trade Commission, et al, Plaintiffs
v. Jeremy Lee Marcus, et al, Defendants
Case No. 17-60907-CIV-MORENO
United States District Court
Southern District of Florida

Jeremy Marcus Purchase of 300 Royal Plaza Drive, Ft. Lauderdale, Florida on July 7, 2016 for $5,250,000 (Note 1)

Source: Bank records for Associated Administrative Services, LLC CNB account 9819 ("CNB 9819"); Bank records for Jeremy Marcus CNB account 9738 ("CNB 9738"); Bank Records for Cockburn & Associates BMO account 5726 ("BMO 5726"); Bank records for Cockburn & Associates CNB account 5030 ("CNB 5030"); HUD for 300 Royal Plaza Drive, Ft. Lauderdale, Florida 33301 ("HUD"); Kapila Declaration dated July 12, 2017; June 14, 2016 BMO memo re: client trust account ending in 98302

Purchase: (Note 3)



DRAFT

Note 3: On July 1, 2016, Jeremy Marcus wired $4,900,000 for the purchase of the real property located at 300 Royal Plaza Drive, Ft. Lauderdale, Florida 33301. KM analyzed the bank records for the receivership entities and determined that the sources of the funds Jeremy Marcus utilized to purchase the property included (1) $2,550,000 which originated from the escrow funds (based on the BMO memo dated 6/14/16) from Cockburn & Associates LLC's predecessor which were transferred to predecessor account BMO account 8281 (in Canadian currency) and flowed through two Cockburn & Associate, LLC ("Cockburn") accounts before being transferred to Jeremy Marcus CNB 9738, (2) $1,700,000 on 7/1/2016 from Associated CNB 9819 of which the source of funds was commingled consumer funds, and (3) $600,000 from Halfpay International, LLC CNB 9987 on July 1, 2016 of which the source of funds was the 6/30/2016 sale of the Azure Way property for $765,985.99 which was originally purchased on December 18, 2014 with receivership funds (refer to Soneet Kapila's Declaration dated July 12, 2017 ¶47-48). KM traced a total of $4,850,000 from the three source of funds to Jeremy Marcus CNB 9738. Jeremy Marcus CNB 9738 subsequently transferred $4,900,000 to Michele M. Lewis PA for the property purchase. $158,556.56 was returned to Jeremy Marcus CNB 9738 on July 12, 2016 for an overage.

Note 4: Cockburn client trust funds in account BMO account 8302 were transferred to The Office of Cockburn & Associates, LLC BMO account 8281 per memo dated June 14, 2016. The memo is dated after the date of three of the transfers to BMO account 8281.

Escrow Deposit Support

City National Bank
Bci FINANCIAL GROUP

Account: XXXXXX9819

Client Service

Online
citynational.com

CityTel
305-349-CITY (2489)
1-800-762-CITY (2489)

Your Banking Center
Private Client Group
P.O. Box 025620
Miami, FL 33102-5620

Telephone
305-577-7336
800-435-8839

Your Banking Center Hours
Lobby: Monday - Friday: 8:30am - 5:00pm

20209 2 AT 0.396 P:20209 / T:72 / S:

ASSOCIATED ADMINISTRATIVE SERVICES LLC
1410 SW 3RD ST
POMPANO BEACH FL 33069-3244

For additional locations and hours, please visit citynational.com

Member FDIC

EQUAL HOUSING LENDER

Regular Commercial Checking

Account Summary

Account:	XXXXXX9819	Beginning Balance	$1,318,735.51
Last Statement:	May 31, 2016	Ending Balance	$1,787,446.37
This Statement:	June 30, 2016	Average Ledger Balance	$1,694,765.70
		Low Balance	$1,188,867.51
		Interest Earned This Period:	$0.00
		Interest Earned 2016:	$0.00

Daily Activity

Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Balance
05-31	Beginning balance			1,318,735.51
06-01	Ram Pmt 161	159,205.23		1,477,940.74
06-01	Check # 1005		10,000.00	1,467,940.74
06-01	Ram Pmt 161		545.21	1,467,395.53
06-01	Check # 1003		1,500.00	1,465,895.53
06-02	Ram Pmt 161	24,244.19		1,490,139.72
06-02	Wire Transfer Instahelp America [redacted]		300,000.00	1,190,139.72
06-02	Ram Pmt 161		1,272.21	1,188,867.51
06-03	Ram Pmt 161	21,223.13		1,210,090.64
06-03	Ram Pmt 161		1,413.71	1,208,676.93
06-06	Ram Pmt 161	257,488.81		1,466,165.74
06-06	Ram Pmt 161		1,035.02	1,465,130.72
06-07	Ram Pmt 161	64,414.58		1,529,545.30
06-07	Ram Pmt 161		927.69	1,528,617.61
06-08	Ram Pmt 161	28,798.03		1,557,415.64
06-08	Ram Pmt 161		1,710.95	1,555,704.69
06-08	Check # 1006		15,000.00	1,540,704.69

Continued on the next page

Notice of change for Commercial Accounts ONLY:

Effective September 1, 2016, the index used to calculate the rate for Negative Collected and Negative Ledger Balances will change from CNB Base Rate to Wall Street Journal (WSJ) Prime. This change will not result in a change to the rate at this time, since CNB Base Rate and WSJ Prime are the same and the margin will remain at 4%. This change does not apply to consumer accounts.

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If you have any questions, call CNB's Online Banking Support at 305-349-5490 or 1-866-CNB-EPAY (262-3729).



Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Balance
06-09	Rtrn Cr R99 S-refer To Maker	1,385.00		1,542,089.69
06-09	Ram Pmt 161	39,070.39		1,581,160.08
06-09	Portfolio Recov Pra Inc [redacted]		100.00	1,581,060.08
06-09	Ram Pmt 161		1,262.54	1,579,797.54
06-09	Check # 6082016011		1,385.00	1,578,412.54
06-10	Rtrn Cr R99 J-endorsement Irregular	34,944.00		1,613,356.54
06-10	Ram Pmt 161	216,535.93		1,829,892.47
06-10	Ram Pmt 161		847.25	1,829,045.22
06-10	Check # 81601		560.00	1,828,485.22
06-10	Check # 60816		610.00	1,827,875.22
06-10	Check # 681601		1,100.00	1,826,775.22
06-10	Check # 1009		34,944.00	1,791,831.22
06-13	Ecg 8004959054 Payment 386442	8,742.72		1,800,573.94
06-13	Ram Pmt 161	14,190.33		1,814,764.27
06-13	Ram Pmt 161		458.88	1,814,305.39
06-14	Ram Pmt 161	12,121.01		1,826,426.40
06-14	Ram Pmt 161		1,935.78	1,824,490.62
06-15	Ram Pmt 161	4,680.76		1,829,171.38
06-15	Ram Pmt 100594		184.83	1,828,986.55
06-15	Ram Pmt 161		1,567.53	1,827,419.02
06-15	Ach Collec Universal Lender 800-2006		3,180.79	1,824,238.23
06-15	Check # 1007		1,794.00	1,822,444.23
06-15	Check # 1010		34,944.00	1,787,500.23
06-16	Ram Pmt 161	85,649.68		1,873,149.91
06-16	Ram Pmt 100594		348.76	1,872,801.15
06-16	Ram Pmt 161		445.93	1,872,355.22
06-16	Check # 1008		1,605.00	1,870,750.22
06-17	Wire Transfer Federation Of Intl So [redacted]	6,769.39		1,877,519.61
06-17	Ram Pmt 161	30,460.65		1,907,980.26
06-17	Ram Pmt 161		2,757.59	1,905,222.67
06-20	Ram Pmt 161	12,126.44		1,917,349.11
06-20	Transfer Debit To Account		400,000.00	1,517,349.11
06-20	Ram Pmt 161		1,049.74	1,516,299.37
06-20	Check # 1011		20,000.00	1,496,299.37
06-21	Ram Pmt 161	235,789.53		1,732,088.90
06-21	Ram Pmt 100594		187.14	1,731,901.76
06-21	Ram Pmt 161		1,842.64	1,730,059.12
06-21	Check # 999		525.00	1,729,534.12
06-22	Ram Pmt 161	28,562.14		1,758,096.26
06-22	Ram Pmt 161		544.72	1,757,551.54
06-23	Ram Pmt 161	40,296.14		1,797,847.68
06-23	Ram Pmt 161		2,162.31	1,795,685.37
06-24	Ram Pmt 161	197,381.57		1,993,066.94
06-24	Ram Pmt 161		970.56	1,992,096.38
06-27	Ram Pmt 161	25,501.67		2,017,598.05
06-27	Ram Pmt 161		1,484.69	2,016,113.36
06-28	Ram Pmt 161	23,587.69		2,039,701.05
06-28	Transfer Debit To Account		300,000.00	1,739,701.05
06-28	Ram Pmt 161		1,203.68	1,738,497.37
06-29	Ram Pmt 161	26,026.29		1,764,523.66
06-29	Ram Pmt 161		836.82	1,763,686.84
06-30	Ram Pmt 161	27,852.03		1,791,538.87
06-30	Ram Pmt 161		433.50	1,791,105.37
06-30	Pitney Bowes Pitney3 800090900907218		3,659.00	1,787,446.37
06-30	Ending totals	1,627,047.33	1,158,336.47	1,787,446.37

Continued on the next page

City National Bank
Bci FINANCIAL GROUP

Account: XXXXXX9738

Client Service

Online
citynational.com

CityTel
305-349-CITY (2489)
1-800-762-CITY (2489)

Your Banking Center
Private Client Group
P.O. Box 025620
Miami, FL 33102-5620

Telephone
305-577-7336
800-435-8839

Your Banking Center Hours
Lobby: Monday - Friday: 8:30am - 5:00pm

P:27774 / T: / S:

JEREMY L MARCUS
1705 NE 8TH ST
FORT LAUDERDALE FL 33304-3418

For additional locations and hours, please visit citynational.com

Member FDIC

EQUAL HOUSING LENDER

Regular Checking

Account Summary

Account:	XXXXXX9738	Beginning Balance	$43,934.28
Last Statement:	May 31, 2016	Ending Balance	$562,048.81
This Statement:	June 30, 2016	Average Ledger Balance	$80,973.56
		Low Balance	$44,041.21
		Interest Earned This Period:	$0.00
		Interest Earned 2016:	$0.00

Daily Activity

Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Balance
05-31	Beginning balance			43,934.28
06-01	Ihlp Helping Ame Dirdep 494	3,780.78		47,715.06
06-01	Utility Bill Utilities Um2120089		102.21	47,612.85
06-07	Applied Bank Payment [redacted]		9.95	47,602.90
06-08	Ihlp Helping Ame Dirdep 494	3,780.77		51,383.67
06-09	Barclaycard Us Creditcard [redacted]		6,198.48	45,185.19
06-14	Banana R Cc Br Epay [redacted]		117.83	45,067.36
06-15	Ihlp Helping Ame Dirdep 494	3,780.77		48,848.13
06-20	Transfer Credit From Account	400,000.00		448,848.13
06-20	Wire Transfer Fl Coastal Realty, In [redacted]		400,000.00	48,848.13
06-20	Target Card Srvc Bill Pay [redacted]		109.37	48,738.76
06-20	Barclaycard Us Creditcard [redacted]		4,332.87	44,405.89
06-20	Wire Transfer Fee Fl Coastal Realty [redacted]		35.00	44,370.89
06-21	Fpl Direct Debit Elec Pymt 8414719180 Ppda		329.68	44,041.21

Notice of change for Commercial Accounts ONLY:

Effective September 1, 2016, the index used to calculate the rate for Negative Collected and Negative Ledger Balances will change from CNB Base Rate to Wall Street Journal (WSJ) Prime. This change will not result in a change to the rate at this time, since CNB Base Rate and WSJ Prime are the same and the margin will remain at 4%. This change does not apply to consumer accounts.

Continued on the next page

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PopMoney allows you to send up to $5,000 to anyone in the United States, quickly and securely! All you need is the recipient's e-mail address, mobile phone number or account number.

Access PopMoney today through Online Banking or the City National Bank of Florida mobile app.

If you have any questions, call CNB's Online Banking Support at 305-349-5490 or 1-866-CNB-EPAY (262-3729).



PAYMENT ARCHIVE AND RESEARCH CENTER

Query Results Report

Printed On : 5/19/2017

Redacted

MSG_SOURCE_TYPE	PPUSA
Account No	[redacted]9738
Amount	400,000.00
BBI	{6500}300 ROYAL PLAZA FT LAUDERDALE, FL 33301
Beneficiary	FL COASTAL REALTY, INC.
BNF ADDR1	17350 N ALTERNATE A1A
BNF ADDR2	JUPITER, FL 33477
BNF ID	[redacted]
Branch ID	193
Currency	USD
Wire Date	06/20/2016
Direction	O
Fee	35.00
IMAD	[redacted]
MID	1[redacted]
Paymt Method	FED
Msg Status	COMPLETE
Msg Type	10
Msg Subtype	00
OBI	DEPOSIT FOR HOME
Office	001
OMAD	[redacted]
Originator	JEREMY L MARCUS
ORG ADDR1	1705 NE 8TH ST
ORG ADDR2	FORT LAUDERDALE,FL 33304-0000
ORG ID	1954629738
ORG ID Code	AC
Recv ABA	061000104
Recv Name	SUNTRUST ATL
Reference	[redacted]
Sender ABA	066004367
Sender Name	CITY NATIONAL BANK
Paymt Source	WID
Time	14:47:13

Purchase Support

TRUST ACCOUNT TRANSFER AND ASSUMPTION OF REPRESENTATION OF BMO CLIENT(S) BY THE OFFICE OF COCKBURN & ASSOCIATES, LLC

June 14, 2016

RE: Client Trust Account ending in 98302

Please be advised that whereas BMO agrees to transfer all remaining funds from the BMO client Trust account ending in 98302 to the Operating account of The Office of Cockburn & Associate, LLC ending in 98281, the new entity of The Office of Cockburn & Associate, LLC will assume full responsibility, liability, and representation of BMO client from the date of execution of signatures on the formal transfer agreement and moving forward.

Best regards,

Jeremy L. Marcus
President

Your branch address:

3 KING STREET SOUTH
WATERLOO, ONT N2J3Z6

Business Banking



COCKBURN & ASSOCIATE LLC
ATTN JEREMY L. MARCUS
1410 SW 3RD STREET
POMPANO BEACH FL 33069
UNITED STATES

Your Branch
MAIN OFFICE WATERLOO
Transit number: 2423

For questions about your statement call
(519) 885-9250

Direct Banking
1-877-262-5907
www.bmo.com

Your Plan
Value Plan 5-New Business

Business Banking statement

For the period ending April 29, 2016

Summary of account

Account	Opening balance ($)	- Total amounts debited ($)	+ Total amounts credited ($)	= Closing balance ($) on Apr 29, 2016
Value Plan Deposit Account # [redacted]726	0.00	0.00	200,000.00	200,000.00

Protect yourself from fraud this tax season. Fraudsters pretend to be the government requesting personal information for tax payments or refunds and make you a victim. For more security tips, visit bmo.com/security.

Transaction details

Date	Description	Amounts debited from your account ($)	Amounts credited to your account ($)	Balance ($)
	Value Plan Deposit Account # [redacted]-726			
	Account Type: OPERATING			
	Business name: COCKBURN & ASSOCIATE LLC			
Apr 28	**Opening balance**			**0.00**
Apr 28	Transfer, [redacted]-1998-281		200,000.00	200,000.00
Apr 29	**Closing totals**	**0.00**	**200,000.00**	

Number of items processed 1

Please check this statement and report any errors or omissions within 30 days of delivery.

Trade-marks

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®* Registered trademark of MasterCard International Incorporated.

BMO Bank of Montreal
A member of BMO Financial Group

Your branch address:

3 KING STREET SOUTH
WATERLOO, ONT N2J3Z6

Business Banking



COCKBURN & ASSOCIATE LLC
ATTN JEREMY L. MARCUS
1410 SW 3RD STREET
POMPANO BEACH FL 33069
UNITED STATES

Your Branch
MAIN OFFICE WATERLOO
Transit number: 2423

For questions about your statement call
(519) 885-9250

Direct Banking
1-877-262-5907
www.bmo.com

Your Plan
Value Plan 5-New Business

Business Banking statement

For the period ending May 31, 2016

Summary of account

Account	Opening balance ($)	- Total amounts debited ($)	+ Total amounts credited ($)	= Closing balance ($) on May 31, 2016
Value Plan Deposit Account # [redacted]-726	200,000.00	10,460.03	2,878,863.77	3,068,403.74

Stay cyber secure when using your mobile device. Don't reply to any suspicious emails or text messages. Only download apps from trustworthy sources to ensure your information remains secure. For more security tips, visit **bmo.com/security**.

Transaction details

Value Plan Deposit Account # [redacted]-726

Account Type: OPERATING
Business name:
COCKBURN & ASSOCIATE LLC

Date	Description	Amounts debited from your account ($)	Amounts credited to your account ($)	Balance ($)
Apr 30	**Opening balance**			**200,000.00**
May 11	Transfer, [redacted]-1998-281 3587		890,000.00	1,090,000.00
May 18	Pre-Authorized Payment, CHEQ/PERS/CHQ CCQ/CHP	160.04		1,089,839.96
May 27	Pre-Authorized Payment, EFT CANADA BUS/ENT	10,299.99		1,079,539.97
May 31	Transfer, [redacted]-1998-281 3587		1,988,863.77	3,068,403.74
May 31	**Closing totals**	**10,460.03**	**2,878,863.77**	

Number of items processed 2 2

Please check this statement and report any errors or omissions within 30 days of delivery.

BMO Bank of Montreal
A member of BMO Financial Group

Your branch address:

3 KING STREET SOUTH
WATERLOO, ONT N2J3Z6

Business Banking



COCKBURN & ASSOCIATE LLC
ATTN JEREMY L. MARCUS
1410 SW 3RD STREET
POMPANO BEACH FL 33069
UNITED STATES

Your Branch
MAIN OFFICE WATERLOO
Transit number: 2423

For questions about your statement call
(519) 885-9250

Direct Banking
1-877-262-5907
www.bmo.com

Your Plan
Value Plan 5-New Business

Business Banking statement

For the period ending June 30, 2016

Summary of account

Account	Opening balance ($)	- Total amounts debited ($)	+ Total amounts credited ($)	= Closing balance ($) on Jun 30, 2016
Value Plan Deposit Account # 2423 1995-726	3,068,403.74	3,379,448.07	569,692.60	258,648.27

Keep your child cyber secure this summer. Teach them about online threats, know the sites your children access on your computer and always use reliable anti-virus and malware software. For more security tips, visit bmo.com/security.

Transaction details

Value Plan Deposit Account #[redacted]-726

Account Type: OPERATING
Business name:
COCKBURN & ASSOCIATE LLC

Date	Description	Amounts debited from your account ($)	Amounts credited to your account ($)	Balance ($)
Jun 01	**Opening balance**			**3,068,403.74**
Jun 03	Pre-Authorized Payment, EFT CANADA BUS/ENT	24.95		3,068,378.79
Jun 10	Direct Deposit, EFT CANADA CAP/CDE		92,530.06	3,160,908.85
Jun 14	Pre-Authorized Payment No Fee, CASH MGMT FEE BOM/B/M	20.00		3,160,888.85
Jun 15	Transfer, [redacted]1998-281 3587		337,136.82	3,498,025.67
Jun 16	US $ Wire Payment, AT1.2995 OC $135.00, 2600000.00	3,378,835.00		119,190.67
Jun 17	Direct Deposit, EFT CANADA CAP/CDE		26,307.25	145,497.92
Jun 21	Transfer, [redacted]-1998-281 3587		8,224.56	153,722.48
Jun 24	Direct Deposit, EFT CANADA CAP/CDE		67,946.33	221,668.81
Jun 30	Direct Deposit, EFT CANADA CAP/CDE		37,547.58	259,216.39

continued

BMO Bank of Montreal
A member of BMO Financial Group

15130E (09/02)

Your branch address:

3 KING STREET SOUTH
WATERLOO, ONT N2J3Z6

Business Banking



COCKBURN & ASSOCIATE LLC
ATTN JEREMY L. MARCUS
1410 SW 3RD STREET
POMPANO BEACH FL 33069
UNITED STATES

Your Branch
MAIN OFFICE WATERLOO
Transit number: 2423

For questions about your statement call
(519) 885-9250

Direct Banking
1-877-262-5907
www.bmo.com

Your Plan
Value Plan 5-New Business

Business Banking statement

For the period ending June 30, 2016

Summary of account

Account	Opening balance ($)	- Total amounts debited ($)	+ Total amounts credited ($)	= Closing balance ($) on Jun 30, 2016
Value Plan Deposit Account # 2423 1995-726	3,068,403.74	3,379,448.07	569,692.60	258,648.27

Keep your child cyber secure this summer. Teach them about online threats, know the sites your children access on your computer and always use reliable anti-virus and malware software. For more security tips, visit bmo.com/security.

Transaction details

Value Plan Deposit Account #[redacted]-726

Account Type: OPERATING
Business name:
COCKBURN & ASSOCIATE LLC

Date	Description	Amounts debited from your account ($)	Amounts credited to your account ($)	Balance ($)
Jun 01	**Opening balance**			**3,068,403.74**
Jun 03	Pre-Authorized Payment, EFT CANADA BUS/ENT	24.95		3,068,378.79
Jun 10	Direct Deposit, EFT CANADA CAP/CDE		92,530.06	3,160,908.85
Jun 14	Pre-Authorized Payment No Fee, CASH MGMT FEE BOM/B/M	20.00		3,160,888.85
Jun 15	Transfer, [redacted]-1998-281 3587		337,136.82	3,498,025.67
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Jun 24	Direct Deposit, EFT CANADA CAP/CDE		67,946.33	221,668.81
Jun 30	Direct Deposit, EFT CANADA CAP/CDE		37,547.58	259,216.39

continued

BMO Bank of Montreal
A member of BMO Financial Group

City National Bank
Bci FINANCIAL GROUP

Account: XXXXXX5030

Client Service

Online
citynational.com

CityTel
305-349-CITY (2489)
1-800-762-CITY (2489)

Your Banking Center
Private Client Group
P.O. Box 025620
Miami, FL 33102-5620

Telephone
305-577-7336
800-435-8839

Your Banking Center Hours
Lobby: Monday - Friday: 8:30am - 5:00pm

P:28206 / T: / S:

COCKBURN & ASSOCIATE LLC
1410 SW 3RD ST
POMPANO BEACH FL 33069-3244

For additional locations and hours, please visit citynational.com

Member FDIC

EQUAL HOUSING LENDER

Regular Commercial Checking

Account Summary

Account:	XXXXXX5030	Beginning Balance	$0.00
Last Statement:	June 1, 2016	Ending Balance	$2,600,933.76
This Statement:	June 30, 2016	Average Ledger Balance	$2,438,435.01
		Low Balance	$953.76
		Interest Earned This Period:	$0.00
		Interest Earned 2016:	$0.00

Daily Activity

Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Balance
06-01	Beginning balance			0.00
06-15	700486342 Internet Banking Transfer From Commercial Ch[redacted]9385 On 6/15/16	1,000.00		1,000.00
06-15	Harland Clarke Chk Order 038L26830327600		46.24	953.76
06-16	Wire Transfer Cockburn Associate L [redacted]9248Ft03	2,599,980.00		2,600,933.76
06-30	Ending totals	2,600,980.00	46.24	2,600,933.76

Notice of change for Commercial Accounts ONLY:

Effective September 1, 2016, the index used to calculate the rate for Negative Collected and Negative Ledger Balances will change from CNB Base Rate to Wall Street Journal (WSJ) Prime. This change will not result in a change to the rate at this time, since CNB Base Rate and WSJ Prime are the same and the margin will remain at 4%. This change does not apply to consumer accounts.

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If you have any questions, call CNB's Online Banking Support at 305-349-5490 or 1-866-CNB-EPAY (262-3729).



Bank of Montreal Banque de Montréal

Requisition for Wire Transfer

Demande de virement télégraphique

Name of Branch personnel / Nom de l'employé	Area Code Ind. Regional	Telephone No. / No de téléphone	Completion Date / Date d'établissement
CATHY MCQUEEN	519	ph 885-4278 fax 885 6328	June 16, 2016

1. Value Date / Date de valeur Y/A	M/M	D/J	2. Currency / Devise	3. Amount / Montant
16	06	16	Usd	2.6 m.

4

[redacted] Transit No. No de dom.	Ref. No. / No de réf.	Account # [redacted]1998-281

5. Beneficiary / Bénéficiaire

Name / Nom: Rockburn & Associates, LLC

Street Address / Adresse: 1410 SW 3rd ST

City / Ville: Pompano Beach FL 33069 | Country / Pays: USA

Account No. / No de compte: [redacted]5030

6. Ordering Customer / Remettant

Name / Nom: Jeremy Marcus

Street Address / Adresse: 1410 SW 3rd ST

City / Ville / Province: Pompano Beach, FL 33069 | Tel. No. / No de tel.: (561) 779-0153

7. Correspondent Bank (Fill n for SPC Only) / Correcpondant bancaire (Remplir pour devises seulement)

Correspondant Bank No. / No du corresp. Bancaire	Name / Nom de la banque
Country / Pays — City / Ville — Bank / Banque	

8. Beneficiary's Bank / Banque de bénéficiaire

Name / Nom: City National Bank of Florida

Street Address / Adresse: 25 West Flagler ST

City/Country/ Ville/Pays: Miami, Florida, 33130 USA

9. Details of Payment / Exécution de la remise

☐ Notify by Phone / Aviser par téléphone — No. / No.

☐ Pay on Application & Identification / Payer sur demande et presentation de pieces d'identité

10. Purpose of Remittance / Objet de la remise

Distribution / Operating Expenses

WIRE TRANSFER AGREEMENT

In consideration of the Bank processing remittances at our request, we agree as follows:

We acknowledge that the Bank shall not be responsible for any delay, failure of performance, damage, penalty cost, expense or inconvenience resulting to the Customer or any other person from causes beyone the control of the Bank. The Bank is not liable to the Customer or any other person for incorrect or improper payment to any person arising out of the processing of any transfer, unless caused solely by the negligence or wilful misconduct of the Bank.

We acknowledge that the Bank, its correspondents and other financial institutions involved in processing remittances may rely on any account or identification numbers provided and will not seek to confirm whether the number specified corresponds with the name of the beneficiary or the beneficiary's bank provided in the payment order. The payee may be required to provide identification to the satisfaction of the paying bank.

Payment instructions executed by the Bank are irrevocable. While the Bank shall use its best efforts to recall a wire payment upon instructions from the Customer, the Bank cannot guarantee return of funds to the Customer. If the Bank is able to obtain a return of funds, the Bank will credit the Customer's account at the Bank's quoted rate of exchange, (where foreign currency exchange is requested by the Customer), on the date such credit is made.

We agree to pay any Bank fees and to reimburse the Bank for any deductions and for any withholding or other taxes, and for any interest and penities that may be paid by the Bank in connection with any remittances. We acknowledge that other financial institutions may deduct a fee for processing remittances.

International remittances are subject to cut-off times, time zone differences and local regulations of the destination country.

CONVENTION RELATIVE AU VIREMENT TÉLÉGRAPHIQUE

En contrepartie du traitement de nos remises par la Banque à notre demande, nous convenons de ce qui suit.

Nous dégageons la Banque de toute responsabilité à l'égard des retards, omissions, dommages, penalités, coûts, dépenses ou inconvenients subis par le client ou un tiers lorsque ce eventualités sont surrousbles a des causes indépendantes de la volonté de la Banque. La Banque n'est pas responable non plus, à l'égard du client ou d'un tiers, d'un paiement versé par erreur ou sans raison a toute personne par suite du traitement d'un virement, à moins qu'un tel versement ne soit imputable qu'à la seule negligence ou faute délibérée de la part de la Banque.

Nous reconaissons que la Banque, ses correspondants et autres établissements financiers participant au traitment des remises peuvent s'appuyer sur les numéros de compte ou être lenu de présenter des pièces d'identité satisfaisant la banque qui verse les sommes demandées.

Les instructions de paiement signees par la Banque sont irrevocables. Même si celle-ci fera tout son possible pour annuler un paiement par voie télégraphique à la demande du client, elle ne peut lui garsantir le retour des fonds. S'il est possible pour la Banque d'obtenir le retour des fonds, elle portera la somme au crédit du compte du client au taux de change publié de la Banque (si le client demande la conversin des devises) en vigueur à la date d'établissement du crédit.

Nous convenons de payer tous les frais demandés par la Banque et de lui rembouser toute déduction, retenue, taxe ou pénalité ou tout intérêt auxquels la Banque est assujettie à régard des remises. Nous reconnaissons que d'autres établissements financiers peuvent déduire des frais de traitement de ces reises.

Los remises internationales doivent respecter les heures d'arrêt, les fuseax horaires et les réglaments du pays destinataire.

Customer Signature / Signature du client	Completed by / Remplie par	Checked by / Vérifée par

Prod. 1077624 - Form 941 BL (2/93) Litho. CANADA - 534218

City National Bank
Bci FINANCIAL GROUP

Account: XXXXXX5030

Client Service

Online
citynational.com

CityTel
305-349-CITY (2489)
1-800-762-CITY (2489)

Your Banking Center
Private Client Group
P.O. Box 025620
Miami, FL 33102-5620

Telephone
305-577-7336
800-435-8839

Your Banking Center Hours
Lobby: Monday - Friday: 8:30am - 5:00pm

P:28398 / T: / S:

COCKBURN & ASSOCIATE LLC
1410 SW 3RD ST
POMPANO BEACH FL 33069-3244

For additional locations and hours, please visit citynational.com

Member FDIC

EQUAL HOUSING LENDER

Regular Commercial Checking

Account Summary

Account:	XXXXXX5030	Beginning Balance	$2,600,933.76
Last Statement:	June 30, 2016	Ending Balance	$50,933.76
This Statement:	July 29, 2016	Average Ledger Balance	$50,933.76
		Low Balance	$50,933.76
		Interest Earned This Period:	$0.00
		Interest Earned 2016:	$0.00

Daily Activity

Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Balance
06-30	Beginning balance			2,600,933.76
07-01	Transfer Debit To Account		2,550,000.00	50,933.76
07-29	Ending totals	0.00	2,550,000.00	50,933.76



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800-435-8839

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P:27961 / T: / S:

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1705 NE 8TH ST
FORT LAUDERDALE FL 33304-3418

For additional locations and hours, please visit citynational.com

Member FDIC

EQUAL HOUSING LENDER

Regular Checking

Account Summary

Account:	XXXXXX9738	Beginning Balance	$562,048.81
Last Statement:	June 30, 2016	Ending Balance	$679,906.34
This Statement:	July 29, 2016	Average Ledger Balance	$614,990.84
		Low Balance	$510,695.02
		Interest Earned This Period:	$0.00
		Interest Earned 2016:	$0.00

Daily Activity

Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Balance
06-30	Beginning balance			562,048.81
07-01	Transfer Credit From Account	600,000.00		1,162,048.81
07-01	Transfer Credit From Account	1,700,000.00		2,862,048.81
07-01	Transfer Credit From Account	2,550,000.00		5,412,048.81
07-01	Wire Transfer Michele M. Lewis, Pa [redacted] 0504		4,900,000.00	512,048.81
07-01	Utility Bill Utilities Um2120089		102.21	511,946.60
07-01	Barclaycard Us Creditcard [redacted]		1,216.58	510,730.02
07-01	Wire Transfer Fee Michele M. Lewis, [redacted] 0504		35.00	510,695.02
07-06	Ihlp Helping Ame Dirdep 494	3,780.77		514,475.79
07-07	Applied Bank Payment [redacted]		9.95	514,465.84
07-12	Wire Transfer Michele M Lewis P.a. [redacted]	158,556.56		673,022.40
07-12	Wire Transfer Fee Michele M Lewis P [redacted]		15.00	673,007.40
07-13	Ihlp Helping Ame Dirdep 494	3,945.33		676,952.73
07-18	Tapco Underwrite Inspremium Mipjn		509.98	676,442.75

Continued on the next page



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Account: XXXXXX9819

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800-435-8839

Your Banking Center Hours
Lobby: Monday - Friday: 8:30am - 5:00pm

20372 2 AT 0.396 P:20372 / T:72 / S:

ASSOCIATED ADMINISTRATIVE SERVICES LLC
1410 SW 3RD ST
POMPANO BEACH FL 33069-3244

For additional locations and hours, please visit citynational.com

Member FDIC

EQUAL HOUSING LENDER

Regular Commercial Checking

Account Summary

Account:	XXXXXX9819	Beginning Balance	$1,787,446.37
Last Statement:	June 30, 2016	Ending Balance	$588,993.10
This Statement:	July 29, 2016	Average Ledger Balance	$654,854.05
		Low Balance	$262,456.80
		Interest Earned This Period:	$0.00
		Interest Earned 2016:	$0.00

Daily Activity

Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Balance
06-30	Beginning balance			1,787,446.37
07-01	Ram Pmt 161	181,451.65		1,968,898.02
07-01	Transfer Debit To Account		1,700,000.00	268,898.02
07-01	Ram Pmt 161		1,349.31	267,548.71
07-01	Prog Select Ins Ins Prem Pol 910678586		3,904.00	263,644.71
07-01	Check # 1026		1,187.91	262,456.80
07-05	Ram Pmt 161	29,299.59		291,756.39
07-05	Ram Pmt 161		2,598.60	289,157.79
07-06	Ram Pmt 161	38,439.38		327,597.17
07-06	Ram Pmt 161		1,780.64	325,816.53
07-07	Ram Pmt 161	181,153.51		506,970.04
07-07	Ram Pmt 161		507.78	506,462.26
07-08	Ram Pmt 161	76,763.73		583,225.99
07-08	Ram Pmt 161		1,902.55	581,323.44
07-08	Check # 49091		320.00	581,003.44
07-08	Check # 49093		580.00	580,423.44
07-08	Check # 49092		800.00	579,623.44
07-11	Ecg 8004959054 Payment 422509	35,903.98		615,527.42

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Account: XXXXXX9738

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For additional locations and hours, please visit citynational.com

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EQUAL HOUSING LENDER

Regular Checking

Account Summary

Account:	XXXXXX9738	Beginning Balance	$562,048.81
Last Statement:	June 30, 2016	Ending Balance	$679,906.34
This Statement:	July 29, 2016	Average Ledger Balance	$614,990.84
		Low Balance	$510,695.02
		Interest Earned This Period:	$0.00
		Interest Earned 2016:	$0.00

Daily Activity

Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Balance
06-30	Beginning balance			562,048.81
07-01	Transfer Credit From Account	600,000.00		1,162,048.81
07-01	Transfer Credit From Account	1,700,000.00		2,862,048.81
07-01	Transfer Credit From Account	2,550,000.00		5,412,048.81
07-01	Wire Transfer Michele M. Lewis, Pa [redacted]0504		4,900,000.00	512,048.81
07-01	Utility Bill Utilities Um2120089		102.21	511,946.60
07-01	Barclaycard Us Creditcard [redacted]		1,216.58	510,730.02
07-01	Wire Transfer Fee Michele M. Lewis, [redacted]0504		35.00	510,695.02
07-06	Ihlp Helping Ame Dirdep 494	3,780.77		514,475.79
07-07	Applied Bank Payment [redacted]		9.95	514,465.84
07-12	Wire Transfer Michele M Lewis P.a. [redacted]	158,556.56		673,022.40
07-12	Wire Transfer Fee Michele M Lewis P [redacted]		15.00	673,007.40
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07-18	Tapco Underwrite Inspremium Mipjn		509.98	676,442.75

Continued on the next page



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Member FDIC

EQUAL HOUSING LENDER

Citysmart Ultimate Small Business Ckg

Account Summary

Account:	XXXXXX9987	Beginning Balance	$383,395.89
Last Statement:	May 31, 2016	Ending Balance	$948,856.66
This Statement:	June 30, 2016	Average Ledger Balance	$324,487.88
		Low Balance	$187,973.67
		Interest Earned This Period:	$0.00
		Interest Earned 2016:	$0.00

Daily Activity

Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Balance
05-31	Beginning balance			383,395.89
06-01	Fpl Direct Debit Elec Pymt 8992912389 Ppda		807.00	382,588.89
06-01	Check # 1220		1,000.00	381,588.89
06-01	Check # 1210		1,229.88	380,359.01
06-01	Check # 1223		2,365.00	377,994.01
06-01	Check # 1224		48,300.00	329,694.01
06-02	Forte 179851 +1.469.675.9920	3,602.00		333,296.01
06-03	Deposit	406.00		333,702.01
06-03	Forte 179851 +1.469.675.9920	1,702.00		335,404.01
06-03	Lockbox Renaissance Vill Internet Lockbox Ach Data		409.96	334,994.05
06-06	Deposit	668.00		335,662.05
06-06	Deposit	800.00		336,462.05
06-06	Forte 179851 +1.469.675.9920	5,564.00		342,026.05
06-06	Buildium 8884141988		4.00	342,022.05
06-06	Lockbox Carriage Pointe Internet Lockbox Ach Data		169.00	341,853.05

Continued on the next page

Notice of change for Commercial Accounts ONLY:

Effective September 1, 2016, the index used to calculate the rate for Negative Collected and Negative Ledger Balances will change from CNB Base Rate to Wall Street Journal (WSJ) Prime. This change will not result in a change to the rate at this time, since CNB Base Rate and WSJ Prime are the same and the margin will remain at 4%. This change does not apply to consumer accounts.

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Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Balance
06-27	Check # 1247		1,500.00	210,157.98
06-27	Check # 1248		7,300.00	202,857.98
06-28	Transfer Credit From Account	300,000.00		502,857.98
06-28	Wire Transfer Norsoph, Alcalay & Or [redacted]		300,000.00	202,857.98
06-28	Fpl Direct Debit Elec Pymt 8798522390 Ppda		675.98	202,182.00
06-28	Fpl Direct Debit Elec Pymt 3831658004 Ppda		2,125.80	200,056.20
06-28	Fpl Direct Debit Elec Pymt 7642888007 Ppda		2,406.35	197,649.85
06-28	Check # 1249		4,198.00	193,451.85
06-28	Wire Transfer Fee Norsoph, Alcalay [redacted]		35.00	193,416.85
06-29	Prog Express Ins Prem Pol 02563667		2,504.00	190,912.85
06-29	Check # 1246		225.00	190,687.85
06-29	Check # 1240		374.18	190,313.67
06-29	Check # 1242		2,340.00	187,973.67
06-30	Forte 179851 +1.469.675.9920	1,702.00		189,675.67
06-30	Wire Transfer Norsoph, Alcalay & Or [redacted]	765,985.99		955,661.66
06-30	Check # 1251		6,790.00	948,871.66
06-30	Wire Transfer Fee Norsoph, Alcalay [redacted]		15.00	948,856.66
06-30	Ending totals	1,158,845.31	593,384.54	948,856.66

Checks

Number	Date	Amount	Number	Date	Amount
1210*	06-01	1,229.88	1236	06-23	250.00
1215*	06-06	2,381.00	1237	06-23	1,150.00
1220	06-01	1,000.00	1238	06-21	48,420.00
1221*	06-07	500.00	1239	06-23	24.80
1223	06-01	2,365.00	1240	06-29	374.18
1224	06-01	48,300.00	1241	06-24	40.70
1225*	06-07	2,220.00	1242	06-29	2,340.00
1227	06-16	1,362.74	1243	06-24	900.00
1228*	06-14	3,739.00	1244	06-27	282.83
1230	06-13	2,580.00	1245	06-27	396.02
1231	06-20	1,000.00	1246	06-29	225.00
1232	06-20	666.00	1247	06-27	1,500.00
1233	06-20	1,815.00	1248	06-27	7,300.00
1234	06-17	1,500.00	1249*	06-28	4,198.00
1235	06-17	400.00	1251	06-30	6,790.00

* Skip In Check Sequence

Continued on the next page

Redacted

Source: July 2017 Declaration of Soneet R. Kapila

17866 Lake Azure Way Boca, LLC

47. KM reviewed the bank records for Relief Defendant Halfpay International and determined that on December 18, 2014 it wired $533,058 to Suncoast Title for the

purchase of the property located at 17866 Lake Azure Way Boca Raton, FL 33496. (**Exhibit T**)

48. KM also determined that the following Receivership Defendants transferred funds to Halfpay International, one day prior and, on the closing date of the purchase (**Exhibit U**):

    i. $500,000 from Paralegal on 12/17/14,

    ii. $500,000 from Guardian LG, LLC on 12/18/14, and

    iii. $180,000 from Active Debt on 12/18/14.

Redacted

EXHIBIT T

Bank of America

Your checking account

HALFPAY INTERNATIONAL, LLC | Account # [redacted] 7396 | December 1, 2014 to December 31, 2014

Withdrawals and other debits

Date	Description	Amount
12/18/14	WIRE TYPE:BOOK OUT DATE:141218 TIME:0530 ET TRN:2014121700357783 RELATED REF:135921236 BNF:SUNCOAST TITLE OF WELLINGT ID:005491360299 PMT DET:BOCA PARTNERSHIP PROPERTY	-533,058.46

continued on the next page

EXHIBIT U

Bank of America

Your checking account

HALFPAY INTERNATIONAL, LLC | Account # [redacted] 7396 | December 1, 2014 to December 31, 2014

Deposits and other credits

Date	Description	Amount
12/17/14	Online Banking Transfer From Chk 9198 Confirmation# 0285402207	500,000.00
12/18/14	Online Banking Transfer From Chk 9172 Confirmation# 4294064010	500,000.00
12/18/14	Online Banking Transfer From Chk 2269 Confirmation# 2794014891	180,000.00

Withdrawals and other debits - continued

Date	Transaction description	Bank reference	Amount
12/10/14	PAST PARALEGAL S DES:AGENCY ID:PAST INDN:PARALEGAL STAFF SUPPOR CO ID:1274286400 CCD	902343010650990	55.00
12/11/14	RETURN ITEM CHARGEBACK	941112114128776	250.00
12/11/14	Online Banking transfer to CHK 1169 Confirmation# 4232584837	957112117575608	100,000.00
12/11/14	CHECK21.COM LLC DES:ACH ID:866-989-2432 INDN:PARALEGAL STAFF SUPP CO ID:5330903620 CCD	902345009837234	101.27
12/12/14	PAST PARALEGAL S DES:TRANSFER ID:PAST INDN:PARALEGAL STAFF SUPPOR CO ID:1274286400 CCD	902345014095061	765.58
12/12/14	ATT DES:Payment ID:XXXXXXXXXEPAYK INDN:Jeremy marcus CO ID:9864031006 CCD	902346001648111	363.57
12/12/14	PAST PARALEGAL S DES:TRANSFER ID:PAST INDN:PARALEGAL STAFF SUPPOR CO ID:1274286400 CCD	902345014095060	93.00
12/12/14	CHECK21.COM LLC DES:ACH ID:866-989-2432 INDN:PARALEGAL STAFF SUPP CO ID:5330903620 CCD	902346000546070	77.67
12/16/14	PAST PARALEGAL S DES:TRANSFER ID:PAST INDN:PARALEGAL STAFF SUPPOR CO ID:1274286400 CCD	902349020477730	18,287.29
12/16/14	CHECK21.COM LLC DES:ACH ID:866-989-2432 INDN:PARALEGAL STAFF SUPP CO ID:5330903620 CCD	902350002751046	589.96
12/17/14	Online Banking transfer to CHK 7396 Confirmation# 0285402207	957212177538972 To Halfpay	500,000.00
12/17/14	PAST PARALEGAL S DES:TRANSFER ID:PAST INDN:PARALEGAL STAFF SUPPOR CO ID:1274286400 CCD	902350007839968	6,203.05
12/17/14	PAST PARALEGAL S DES:AGENCY ID:PAST INDN:PARALEGAL STAFF SUPPOR CO ID:1274286400 CCD	902350007839961	552.50
12/17/14	LEADSCONNECTION, DES:ACH Debit ID:4971272474 INDN:Paralegal Staff Suppor CO ID:9200502236 CCD PMT INFO:Debt Manager Monthly Lease for December, 2014	902351005814902	500.00
12/17/14	LEADSCONNECTION, DES:ACH Debit ID:4971272597 INDN:Paralegal Staff Suppor CO ID:9200502236 CCD PMT INFO:Debttrakker Subscription Fees for Decemb er, 2014	902351005814904	400.00
12/17/14	CHECK21.COM LLC DES:ACH ID:866-989-2432 INDN:PARALEGAL STAFF SUPP CO ID:5330903620 CCD	902351004634670	168.00
12/17/14	PAST PARALEGAL S DES:TRANSFER ID:PAST INDN:PARALEGAL STAFF SUPPOR CO ID:1274286400 CCD	902350007839967	137.09
12/17/14	PAST PARALEGAL S DES:AGENCY ID:PAST INDN:PARALEGAL STAFF SUPPOR CO ID:1274286400 CCD	902350007839963	77.31
12/17/14	PAST PARALEGAL S DES:AGENCY ID:PAST INDN:PARALEGAL STAFF SUPPOR CO ID:1274286400 CCD	902350007839965	55.00
12/18/14	RETURN ITEM CHARGEBACK	941112183162896	276.39
12/18/14	CHECK21.COM LLC DES:ACH ID:866-989-2432 INDN:PARALEGAL STAFF SUPP CO ID:5330903620 CCD	902352007684431	71.49
12/19/14	BARCLAYCARD US DES:CREDITCARD ID:XXXXXXXXX INDN:JEREMY MARCUS CO ID:2510407970 TEL	902353007231166	3,981.53
12/19/14	CHECK21.COM LLC DES:ACH ID:866-989-2432 INDN:PARALEGAL STAFF SUPP CO ID:5330903620 CCD	902353007218172	199.23

continued on the next page

Withdrawals and other debits - continued

Date	Transaction description	Customer reference	Bank reference	Amount
12/05/14	CHECK21.COM LLC DES:ACH ID:866-989-2432 INDN:GUARDIAN LG LLC CO ID:5330903620 CCD		902339004972916	-4.65
12/09/14	CHECK21.COM LLC DES:ACH ID:866-989-2432 INDN:GUARDIAN LG LLC CO ID:5330903620 CCD		902343006005351	-16.74
12/10/14	CHECK21.COM LLC DES:ACH ID:866-989-2432 INDN:GUARDIAN LG LLC CO ID:5330903620 CCD		902344006348999	-35.00
12/11/14	CHECK21.COM LLC DES:ACH ID:866-989-2432 INDN:GUARDIAN LG LLC CO ID:5330903620 CCD		902345009837233	-4.26
12/16/14	RETURN ITEM CHARGEBACK		941112162239166	-403.67
12/16/14	CHECK21.COM LLC DES:ACH ID:866-989-2432 INDN:GUARDIAN LG LLC CO ID:5330903620 CCD		902350002751045	-150.40
12/17/14	CHECK21.COM LLC DES:ACH ID:866-989-2432 INDN:GUARDIAN LG LLC CO ID:5330903620 CCD		902351004634669	-37.46
12/18/14	RETURN ITEM CHARGEBACK		941112183167806	-1,764.80
12/18/14	Online Banking transfer to CHK 7396 Confirmation# 4294064010 to Halfpay		957112187554672	-500,000.00
12/18/14	CHECK21.COM LLC DES:ACH ID:866-989-2432 INDN:GUARDIAN LG LLC CO ID:5330903620 CCD		902352007684430	-2.70
12/19/14	CHECK21.COM LLC DES:ACH ID:866-989-2432 INDN:GUARDIAN LG LLC CO ID:5330903620 CCD		902353007218171	-12.45
12/23/14	CHECK21.COM LLC DES:ACH ID:866-989-2432 INDN:GUARDIAN LG LLC CO ID:5330903620 CCD		902357009138511	-6.58
12/24/14	CHECK21.COM LLC DES:ACH ID:866-989-2432 INDN:GUARDIAN LG LLC CO ID:5330903620 CCD		902358002788372	-45.52
12/26/14	CHECK21.COM LLC DES:ACH ID:866-989-2432 INDN:GUARDIAN LG LLC CO ID:5330903620 CCD		902360003177111	-20.78
12/30/14	CHECK21.COM LLC DES:ACH ID:866-989-2432 INDN:GUARDIAN LG LLC CO ID:5330903620 CCD		902364006954496	-43.26
12/31/14	RETURN ITEM CHARGEBACK		919712312047907	-597.14
12/31/14	CHECK21.COM LLC DES:ACH ID:866-989-2432 INDN:GUARDIAN LG LLC CO ID:5330903620 CCD		902365001998492	-49.84
Total withdrawals and other debits				**-$503,896.51**

Withdrawals and other debits - continued

Date	Transaction description	Bank reference	Amount
12/08/14	Online Banking transfer to CHK 3200 Confirmation# 0405872625	957212087521692	13,232.02
12/08/14	RAM DES:DAILY ID:100594 INDN:Active Debt Solutions CO ID:1264763907 CCD	902339012011852	452.37
12/08/14	RAM DES:DAILY ID:189 INDN:Active Debt Solutions CO ID:1264763907 CCD	902339012011851	9.95
12/09/14	RETURN ITEM CHARGEBACK	941112092125571	750.14
12/09/14	RETURN ITEM CHARGEBACK	919712092946355	321.96
12/09/14	RAM DES:DAILY ID:100594 INDN:Active Debt Solutions CO ID:1264763907 CCD	902342013869400	89.05
12/09/14	CHECK21.COM LLC DES:ACH ID:866-989-2432 INDN:ACTIVE DEBT SOLUTION CO ID:5330903620 CCD	902343006004525	73.07
12/09/14	RAM DES:DAILY ID:189 INDN:Active Debt Solutions CO ID:1264763907 CCD	902342013869399	9.95
12/10/14	RETURN ITEM CHARGEBACK	941112104127724	415.88
12/10/14	CHECK21.COM LLC DES:ACH ID:866-989-2432 INDN:ACTIVE DEBT SOLUTION CO ID:5330903620 CCD	902344006347841	175.15
12/11/14	Online Banking transfer to CHK 3592 Confirmation# 1432639233	957212117575804	600,000.00
12/11/14	RAM DES:DAILY ID:100594 INDN:Active Debt Solutions CO ID:1264763907 CCD	902344017199440	670.92
12/11/14	CHECK21.COM LLC DES:ACH ID:866-989-2432 INDN:ACTIVE DEBT SOLUTION CO ID:5330903620 CCD	902345009836274	30.15
12/12/14	WIRE TYPE:WIRE OUT DATE:141212 TIME:1548 ET TRN:2014121200299021 SERVICE REF:012131 BNF:ZODIAC TITLE SERVICES LLC ID:2000059267287 BNF BK:WELLS FARGO BANK, N.A. ID:121000248 PMT DET:8BNLV57K3	903712120299021	2,162,787.99
12/12/14	CHECK21.COM LLC DES:ACH ID:866-989-2432 INDN:ACTIVE DEBT SOLUTION CO ID:5330903620 CCD	902346000544343	17.43
12/15/14	RAM DES:DAILY ID:100594 INDN:Active Debt Solutions CO ID:1264763907 CCD	902346008471242	90.05
12/16/14	M&JPRA DES:PHONECHECK ID:9298747 INDN:CENTER CO ID:3383693141 TEL	902349021835375	3,800.00
12/16/14	CHECK21.COM LLC DES:ACH ID:866-989-2432 INDN:ACTIVE DEBT SOLUTION CO ID:5330903620 CCD	902350002749792	308.39
12/17/14	RETURN ITEM CHARGEBACK	941112174134521	281.30
12/17/14	RAM DES:DAILY ID:100594 INDN:Active Debt Solutions CO ID:1264763907 CCD	902350012001311	139.05
12/17/14	CHECK21.COM LLC DES:ACH ID:866-989-2432 INDN:ACTIVE DEBT SOLUTION CO ID:5330903620 CCD	902351004633777	63.74
12/17/14	RAM DES:DAILY ID:189 INDN:Active Debt Solutions CO ID:1264763907 CCD	902350012001310	9.95
12/18/14	RETURN ITEM CHARGEBACK	941112182149598	456.36
12/18/14	Online Banking transfer to CHK 7396 Confirmation# 2794014891	957112187547736 to Halfpay	180,000.00

continued on the next page

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB Approval No. 2502-0265

B. Type of Loan			
1. ☐ FHA 2. ☐ RHS 3. ☐ Conv. Unins. 4. ☐ VA 5. ☐ Conv. Ins.	6. File Number 14-147	7. Loan Number	8. Mortgage Insurance Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.

D. Name and Address of Borrower	E. Name and Address of Seller	F. Name and Address of Lender
Jeremy Marcus 603 Renaissance Ln Delray Beach, Florida 33483	Wayne Kaplan Judith A. Stichter 6501 Congress Ave #100 Boca Raton, Florida 33487	CASH

G. Property Location	H. Settlement Agent	
17866 Lake Azure Way Boca Raton, Florida 33496	SUNCOAST TITLE 800 Village Sq Xing 354, Palm Bch Gardens FL 33410	
	Place of Settlement 800 Village Square Crossing Suite 354 Palm Beach Gardens, Florida 33410	I. Settlement Date 12/17/14 DD: 12/17/14

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	530,000.00	401. Contract sales price	530,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	410.29	403.	
104. Capital Contribution - The Oaks POA	2,117.73	404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes 12/17 to 12/31	128.91	407. County taxes 12/17 to 12/31	128.91
108. Assessments to		408. Assessments to	
109.		409.	
110. 4th Quarter Maint - The Oaks POA 12/17 to 12/31	401.53	410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	533,058.46	420. GROSS AMOUNT DUE TO SELLER	530,128.91
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT TO SELLER	
201. Deposit or earnest money		501. Excess Deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	39,444.48
203. Existing loan(s) taken subject to		503. Existing loans taken subject to	
204.		504. Payoff of first mortgage loan	490,684.43
		Wells Fargo	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY / FOR BORROWER		520. TOTAL REDUCTION AMOUNT DUE SELLER	530,128.91
300. CASH AT SETTLEMENT FROM OR TO BORROWER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
301. Gross amount due from borrower (line 120)	533,058.46	601. Gross amount due to seller (line 420)	530,128.91
302. Less amounts paid by/for borrower (line 220)		602. Less reduction amount due to seller (line 520)	530,128.91
303. CASH FROM BORROWER	533,058.46	603. CASH TO SELLER	

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price described on Line 401 above constitutes the Gross Proceeds of this transaction.

SELLER INSTRUCTIONS: To determine if you have to report the sale or exchange of your primary residence on your tax return, see the Schedule D (Form 1040) instructions. If the real estate was not your primary residence, complete the applicable parts of Form 4797, Form 6252, and /or Schedule D (Form 1040).

You are required by law to provide the settlement agent with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT — SETTLEMENT STATEMENT — PAGE 2

L. SETTLEMENT CHARGES: File Number: 14-147

		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700.	TOTAL SALES/BROKER'S COMMISSION based on price $ 530,000.00 @ 6.00 = 31,800.00		
	Division of commission (line 700) as follows:		
701.	$ 15,900.00 to Clydesdale Commercial, LLC		
702.	$ 15,900.00 to Gabriela Benedetto		
703.	Commission paid at Settlement		31,800.00
704.			
800.	ITEMS PAYABLE IN CONNECTION WITH LOAN	P.O.C.	
801.	Loan Origination Fee %		
802.	Loan Discount %		
803.	Appraisal Fee to		
804.	Credit Report to		
805.	Processing Fee to		
806.	Mortgage Broker Fee to		
807.	Underwriting Fee to		
808.			
809.			
810.			
811.			
812.			
813.			
814.			
815.			
900.	ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901.	Interest from to @$ /day		
902.	Mortgage Insurance Premium to		
903.	Hazard Insurance Premium yrs. to		
904.			
905.			
1000.	RESERVES DEPOSITED WITH LENDER FOR		
1001.	Hazard Insurance mo. @$ / mo.		
1002.	Mortgage Insurance mo. @$ / mo.		
1003.	City property taxes mo. @$ / mo.		
1004.	County property taxes mo. @$ / mo.		
1005.	Annual Assessments mo. @$ / mo.		
1006.	mo. @$ / mo.		
1007.	mo. @$ / mo.		
1008.	Aggregate Reserve for Hazard/Flood Ins, City/Count		
1100.	TITLE CHARGES		
1101.	Settlement or closing fee to Suncoast Title	250.00	750.00
1102.	Abstract or title search to First American Title Insurance		125.00
1103.	Title examination to		
1104.	Title insurance binder to		
1105.	Document preparation to		
1106.	Notary fees to		
1107.	Attorney's fees to		
	(includes above item No:)		
1108.	Title insurance to Suncoast Title		2,725.00
	(includes above item No:)		
1109.	Lender's coverage		
1110.	Owner's coverage 530,000.00 --- 2,725.00		
1111.			
1112.			
1113.			
1200.	GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201.	Recording fees Deed $ 19.10 ; Mortgage $; Releases $	19.10	
1202.	City/county/stamps Deed $; Mortgage $		
1203.	State tax/stamps Deed $ 3,710.00 ; Mortgage $		3,710.00
1204.	Intangible Tax Deed $; Mortgage $		
1205.	Recording Fee to Cure Title		21.20
1300.	ADDITIONAL SETTLEMENT CHARGES		
1301.	Survey to		
1302.	Pest inspection to		
1303.	Municipal Lien Search (req'd) Clear Choice Tax & Lien Service	141.19	
1304.	HOA Estoppel/Xfr Fee First Service Residential		310.00
1305.	Statutory State Surcharge First American Title Insurance		3.28
1306.			
1307.			
1308.			
1400.	TOTAL SETTLEMENT CHARGES (enter on lines 103 and 502, Sections J and K)	410.29	39,444.48

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Jeremy Marcus

Wayne Kaplan

Judith A. Stichter

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Suncoast Title

By: [signature]

Date: December 17th, 2014

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Kimberly Searson
Suncoast Title
800 Village Square Crossing, Suite 354
Palm Beach Gardens, FL 33410
Our File No.: **14-147**
Property Appraisers Parcel Identification (Folio) Number: **00-42-46-31-06-004-0650**

Florida Documentary Stamps in the amount of $3,710.00 have been paid hereon.

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED, made the **17th** day of **December, 2014** by **Wayne Kaplan and Judith A. Stichter, husband and wife**, whose post office address is 6501 Congress Ave #100, Boca Raton, FL 33487 herein called the Grantors, to **Jeremy Marcus** whose post office address is 603 Renaissance Ln, Delray Beach, FL 33483, hereinafter called the Grantee:
(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the Grantors, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in PALM BEACH County, State of Florida, viz.:

Lot 65, Block D of OAKS AT BOCA RATON PLAT FIVE, according to the Plat thereof, as recorded in Plat Book 100, Pages 76 through 83 of the Public Records of Palm Beach County, Florida.

Subject to easements, restrictions and reservations of record and taxes for the year 2015 and thereafter.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantors hereby covenant with said Grantee that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2014.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

Wayne Kaplan

Judith A. Stichter

STATE OF Florida
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 17th day of December, 2014, by Wayne Kaplan and Judith A. Stichter who are personally known to me or have produced _____ as identification and ☐ did ☐ did not take an oath.

SEAL

Notary Public

Printed Notary Name

My commission expires:

OWNER'S AFFIDAVIT
NON-FOREIGN CERTIFICATE
AND
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

STATE OF Florida
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared **Wayne Kaplan and Judith A. Stichter**, (the "Sellers"), ("Seller" refers to singular or plural as context requires) who, first being duly sworn, depose and say:

A. OWNER'S AFFIDAVIT

1. Sellers are the owners of the following described property (the "Property"):
   Lot 65, Block D of OAKS AT BOCA RATON PLAT FIVE, according to the Plat thereof, as recorded in Plat Book 100, Pages 76 through 83 of the Public Records of Palm Beach County, Florida.

   Property Address: **17866 Lake Azure Way, Boca Raton, Florida 33496**

2. There is no outstanding contract for the sale of the Property to any person or persons whomsoever, nor any unrecorded deed, mortgage or other conveyances affecting the title to the Property.

3. There are no liens, encumbrances, mortgages, claims, boundary line or other disputes, demands or security interests in, on or against the Property or any goods, furnishings, appliances, fixtures or equipment now installed in or which are to be affixed to the Property; except for mortgages described in the deed given by the undersigned; that there are no unpaid taxes, levies, assessments, paving liens or utility liens against the Property (other than real estate taxes for the current year).

4. That there have been no improvements upon the Property within the past ninety (90) days for which there remain any outstanding and unpaid bills for labor, materials or other charges for which a lien or liens might be claimed by anyone whomsoever.

5. That there are no matters pertaining to the Sellers which could give rise to a lien that would encumber the Property during the period of time between the effective date of the Title Insurance Commitment and the time of recording of the Warranty Deed and that the Sellers have not executed and will not execute any instrument that would adversely affect the title to the Property from the date of the Affidavit forward.

6. That there are no judgments, claims, disputes, demands or other matters pending against Seller that would attach to the Property. Sellers have complied with the Florida Sales Tax laws where applicable. Sellers acknowledge responsibility for water, sewer and electrical consumption charges through date of closing or occupancy by Buyer, whichever first occurs.

7. Sellers are in sole constructive or actual possession of the Property and no other person has any right to possession of the Property, or asserts any claim of title or other interests in it.

8. Sellers represent that there are no violations of governmental laws, regulations or ordinances pertaining to the use of the Property.

B. NON-FOREIGN CERTIFICATE AND REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

Section 1445 of the Internal Revenue Code provides that a Transferee ("Buyer") of a U.S. real property interest must withhold tax at a rate of 10% of the amount realized on the disposition if the Transferor ("Seller") is a foreign person. To inform the Buyer that withholding of tax is not required upon the disposition of a U.S. real property interest by the Sellers, the undersigned hereby swear, affirm and certify(ies) the following as or on behalf of the Sellers:

1. Sellers' Legal Names are: **Wayne Kaplan and Judith A. Stichter.**

2. Sellers' Home Address or Office Address if Corporation, Partnership or Trust:

   6501 Congress Ave #100, Boca Raton, FL 33487

3. Sellers are not a non-resident alien (if individual) or a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

4. That the amount realized by the Sellers (Transferors) of the above-described real property as a result of this transaction does not exceed Three Hundred Thousand ($300,000.00) Dollars.

5. In connection with the sale or exchange of the Property you are required by law to provide **Suncoast Title** with your correct taxpayer identification numbers (TIN). If you do not so provide your TIN, you may be subject to civil or criminal penalties imposed by law.

6. Sellers' Taxpayer Identification Numbers:

Wayne Kaplan _____

Judith A. Stichter _____

7. For purposes of reporting this transaction to the Internal Revenue Service on Form 1099-S, the Property is Sellers (check one):

☒ Principal Residence

☐ Other Real Estate

This taxpayer identification number is being provided in connection with a real estate transaction.

The undersigned understand that this Certificate may be disclosed to the Internal Revenue Service by the Buyer and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury, I/we declare that I/we have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I/we further declare that I/we have authority to sign this document as or on behalf of the Sellers, and that the number shown on this statement is Sellers' correct TIN.

Sellers state that this instrument is given for the express purpose of inducing **Jeremy Marcus** to purchase the Property and to cause **Suncoast Title** as agent for **First American Title Insurance** to insure title to said property. This Affidavit is made under the full understanding of the law regarding liability for any misrepresentation herein.

_____
Wayne Kaplan

_____
Judith A. Stichter

STATE OF Florida
COUNTY OF PALM BEACH

Sworn to and subscribed before me this 17th day of December, 2014 by Wayne Kaplan and Judith A. Stichter who are personally known to me or have produced _____ as identification.

SEAL

_____
Notary Public

_____
Printed Notary Name

My commission expires:

COMPLIANCE AGREEMENT AND NON-COERCION STATEMENT

Buyer: **Jeremy Marcus**

Sellers: **Wayne Kaplan and Judith A. Stichter**

Property Address: **17866 Lake Azure Way, Boca Raton, Florida 33496**

DATE: **December 17, 2014**

The undersigned buyer and/or sellers for and in consideration of closing/title agent (the "Closing Agent") this day disbursing the funds for the closing of the transaction (the "Closing") agree, if required by Closing Agent to fully cooperate and adjust for clerical errors on any or all closing documentation. Said adjustments to be made if deemed necessary or desirable in the reasonable discretion of closing/title agent.

The undersigned buyer and sellers further agree to cooperate fully with Closing Agent in all efforts to assure that required sums for closing are collected from the appropriate parties. Further, the undersigned agree that should and oversight or error occur in the collection of said required sums they will immediately upon written or verbal notification make any required corrections or pay additional monies required.

In the event that Closing Agent in its efforts to correct documents or collect additional sums required to complete this purchase transaction should incur legal, attorneys and/or court costs, the responsible party shall be responsible to reimburse Closing Agent for said costs.

Buyer further acknowledges that neither sellers or any other party to the closing directly or indirectly "required" the buyer to use the services or any particular or specific title company or settlement agent as such terms are defined in 12 U.S.C. 2601 and Regulation X Promulgated in connection herewith.

Sometimes recording fees may vary by up to $50.00 due to the exact number of pages to be recorded not being known at the time of closing. Therefore, the parties acknowledge hereto, that provided the recorded fee discrepancy is not more than $50.00, the parties waive any right to such overage and understand that in the event of a shortage that the Title Company shall pay for such shortage up to $50.00.

That if the tax proration is based upon an estimate of what the current years taxes will be, the buyer and sellers will resolve any discrepancy that might exist when the actual bills are issued. They will also resolve any further taxes due by virtue of a later change or final certification of previous years' tax rolls, including a change from unimproved to improved property.

That they are aware that title insurance does not protect the buyer against the below listed items. The sellers herein acknowledge responsibility for any sums accruing under said items prior to the date of closing and buyer acknowledges responsibility for said items accruing from the date of closing onward. Any sums due not shown on the closing statement will be resolved between the buyer and sellers herein:

A) Any unpaid utility bills
B) Any unpaid trash pickup or trash removal fees
C) Any unpaid personal property tax
D) Any unpaid special assessment liens due the city or the county which are not recorded under Official Records Book and Page and Clerk's File Number in the county records
E) Any special assessments or maintenance liens due an association not recorded in the county records

The parties acknowledge that during the course of the settlement of funds interest may by earned in favor of **Suncoast Title**, and buyer and sellers hereby waive any rights to such interest.

The buyer herein has performed a "walk-through" of the property and has received all ordered inspections, and shall not hold **Suncoast Title** responsible in any way for the content or lack thereof in connection therewith.

Witness:

_____
Witness #1 Signature

_____
Witness #1 Printed Name

_____
Witness #2 Signature

_____
Witness #2 Printed Name

Buyer

_____
Jeremy Marcus

STATE OF Florida
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of December, 2014 by Jeremy Marcus who is personally known to me or has produced _____ as identification and ☐ did ☐ did not take an oath.

My Commission Expires:

_____
Notary Public

_____
Printed Notary Name

Witness:

_____
Witness #1 Signature

_____
Witness #1 Printed Name

_____
Witness #2 Signature

_____
Witness #2 Printed Name

Sellers

_____
Wayne Kaplan

_____
Judith A. Stichter

STATE OF Florida
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 17th day of December, 2014, by Wayne Kaplan and Judith A. Stichter who are personally known to me or have produced _____ as identification and ☐ did ☐ did not take an oath.

My Commission Expires:

_____
Notary Public

_____
Printed Notary Name

BUYERS GAP AFFIDAVIT

STATE OF Florida
COUNTY OF _____

BEFORE ME, the undersigned authority personally appeared **Jeremy Marcus** who, after being by me first duly sworn, deposes and says:

That the Affiant is buying this date, the following described property, to-wit:

Lot 65, Block D of OAKS AT BOCA RATON PLAT FIVE, according to the Plat thereof, as recorded in Plat Book 100, Pages 76 through 83 of the Public Records of Palm Beach County, Florida.

That there are no matters pending against Affiant that could give rise to a lien that would attach to the property between the Effective Date of the Title Commitment and the date of the recording of the Deed.

That Affiant has not and will not execute any instrument that would adversely affect the title to the property prior to the recording of the Deed.

FURTHER AFFIANT(S) SAYETH NOT.

_____
Jeremy Marcus

STATE OF Florida
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of December, 2014 by Jeremy Marcus who is personally known to me or has produced _____ as identification and ☐ did ☐ did not take an oath.

_____
Notary Public

_____
Printed Notary Signature

My Commission Expires:

File No: **14-147**

LTF

UTILITY AGREEMENT

Buyer: **Jeremy Marcus**
Sellers: **Wayne Kaplan and Judith A. Stichter**
Subject Property: **17866 Lake Azure Way, Boca Raton, Florida 33496**
Closing Date: **December 17, 2014**

We, the undersigned Sellers and Buyer, hereby acknowledge that we are aware of the fact that bills for water, sewer, waste, gas, telephone, electric and other utilities may be due after the date of closing.

The Sellers do hereby agree to have final readings of the utilities, and does hereby take responsibility for utility bill(s) through the day of closing.

As a Buyer of real property, it is suggested you contact the City Utility Department and make arrangements with that department to have all utility services transferred into your name. It is important that it be done as soon after closing as possible. Most cities require a deposit before transferring utility service into the name of the Buyer. In the event that Sellers does not pay the utility bill(s) current and a Claim of Lien if filed, both Sellers and Buyer hereby agree to hold Suncoast Title and First American Title Insurance harmless with regard to said liens and any related expense. In the event of error or oversight in the calculation of the water bill, or other utility bill, the Sellers warrant and represent as a condition to survive this closing, any unpaid utility account amount shall be paid directly to the Buyer upon demand.

Both the Buyer and the Sellers recognize that unpaid utility bills for water and sewer service and possible other utility service, constitute unrecorded liens upon the property herein sold and they recognize that Suncoast Title and First American Title Insurance cannot issue Title Insurance to cover and pay for any such unrecorded liens, nor does Suncoast Title or First American Title Insurance assume any responsibility for the figures given by either the Sellers or the political subdivision furnishing said utility service.

It is hereby understood and agreed to by the Sellers and the Buyer of the subject property that neither Suncoast Title and First American Title Insurance assumes unpaid utilities (garbage, water, gas, electric or sewer system charges) or liens by virtue to Florida and that the above described parties will settle these matters between themselves.

Continued on next page.....

The parties have had an opportunity, prior to closing, to confirm the zoning, permitted use of all improvements on the premises, or are represented by counsel, and have sufficiently investigated for their own benefit.

Buyer

_____
Jeremy Marcus

Buyer Forwarding Address:

_____, _____, _____

Telephone Number: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The forgoing instrument was acknowledged before me this 17th day of December, 2014 by Jeremy Marcus, who produced _____as identification and who did take an oath.

_____
Notary Public

My Commission Expires:

_____
Printed Notary Name

Sellers

_____
Wayne Kaplan

_____
Judith A. Stichter

Sellers Forwarding Address:

6501 Congress Ave #100, Boca Raton, FL 33487

Telephone Number: 561-901-9990

STATE OF FLORIDA
COUNTY OF PALM BEACH

The forgoing instrument was acknowledged before me this 17th day of December, 2014 by Wayne Kaplan and Judith A. Stichter, who produced _____as identification and who did take an oath.

_____
Notary Public

My Commission Expires:

_____
Printed Notary Name

City National Bank
Bci FINANCIAL GROUP

Client Service

Online
citynational.com

CityTel
305-349-CITY (2489)
1-800-762-CITY (2489)

Your Banking Center
Private Client Group
P.O. Box 025620
Miami, FL 33102-5620

Telephone
305-577-7336
800-435-8839

Your Banking Center Hours
Lobby: Monday - Friday: 8:30am - 5:00pm

20378 2 AT 0.396 P:20378 / T:72 / S:

HALFPAY INTERNATIONAL LLC
1410 SW 3RD ST
POMPANO BEACH FL 33069-3244

For additional locations and hours, please visit citynational.com

Member FDIC

EQUAL HOUSING LENDER

Citysmart Ultimate Small Business Ckg

Account Summary

Account:	XXXXXX9987	Beginning Balance	$948,856.66
Last Statement:	June 30, 2016	Ending Balance	$611,240.43
This Statement:	July 29, 2016	Average Ledger Balance	$344,804.65
		Low Balance	$150,172.76
		Interest Earned This Period:	$0.00
		Interest Earned 2016:	$0.00

Daily Activity

Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Balance
06-30	Beginning balance			948,856.66
07-01	Deposit	1,575.00		950,431.66
07-01	Forte 179851 +1.469.675.9920	3,602.00		954,033.66
07-01	Dda Withdrawal		51,542.00	902,491.66
07-01	Transfer Debit To Account		600,000.00	302,491.66
07-05	Deposit	450.00		302,941.66
07-05	Deposit	900.00		303,841.66
07-05	Deposit	30,210.00		334,051.66
07-05	Wire Transfer Titan Loan Servicing [redacted]	26,625.34		360,677.00
07-05	Buildium 8884141988		3.00	360,674.00
07-05	Lockbox Carriage Pointe Internet Lockbox Ach Data		169.00	360,505.00
07-05	Lockbox The Residences O Internet Lockbox Ach Data		380.00	360,125.00
07-05	Lockbox Renaissance Vill Internet Lockbox Ach Data		409.96	359,715.04

Continued on the next page



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City National Bank
Bci FINANCIAL GROUP

Account: XXXXXX9738

Client Service

Online
citynational.com

CityTel
305-349-CITY (2489)
1-800-762-CITY (2489)

Your Banking Center
Private Client Group
P.O. Box 025620
Miami, FL 33102-5620

Telephone
305-577-7336
800-435-8839

Your Banking Center Hours
Lobby: Monday - Friday: 8:30am - 5:00pm

P:27961 / T: / S:

JEREMY L MARCUS
1705 NE 8TH ST
FORT LAUDERDALE FL 33304-3418

For additional locations and hours, please visit citynational.com

Member FDIC

EQUAL HOUSING LENDER

Regular Checking

Account Summary

Account:	XXXXXX9738	Beginning Balance	$562,048.81
Last Statement:	June 30, 2016	Ending Balance	$679,906.34
This Statement:	July 29, 2016	Average Ledger Balance	$614,990.84
		Low Balance	$510,695.02
		Interest Earned This Period:	$0.00
		Interest Earned 2016:	$0.00

Daily Activity

Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Balance
06-30	Beginning balance			562,048.81
07-01	Transfer Credit From Account	600,000.00		1,162,048.81
07-01	Transfer Credit From Account	1,700,000.00		2,862,048.81
07-01	Transfer Credit From Account	2,550,000.00		5,412,048.81
07-01	Wire Transfer Michele M. Lewis, Pa [redacted]0504		4,900,000.00	512,048.81
07-01	Utility Bill Utilities Um2120089		102.21	511,946.60
07-01	Barclaycard Us Creditcard [redacted]		1,216.58	510,730.02
07-01	Wire Transfer Fee Michele M. Lewis, [redacted]0504		35.00	510,695.02
07-06	Ihlp Helping Ame Dirdep 494	3,780.77		514,475.79
07-07	Applied Bank Payment [redacted]		9.95	514,465.84
07-12	Wire Transfer Michele M Lewis P.a. [redacted]	158,556.56		673,022.40
07-12	Wire Transfer Fee Michele M Lewis P [redacted]		15.00	673,007.40
07-13	Ihlp Helping Ame Dirdep 494	3,945.33		676,952.73
07-18	Tapco Underwrite Inspremium Mipjn		509.98	676,442.75

Continued on the next page



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07-13	Ihlp Helping Ame Dirdep 494	3,945.33		676,952.73
07-18	Tapco Underwrite Inspremium Mipjn		509.98	676,442.75

Continued on the next page



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PAYMENT ARCHIVE AND RESEARCH CENTER

Query Results Report

Printed On : 5/19/2017

Redacted

MSG_SOURCE_TYPE	PPUSA
Account No	[redacted]9738
Amount	4,900,000.00
Beneficiary	MICHELE M. LEWIS, PA REAL ESTATE
BNF ADDR1	IOTA ACCOUNT
BNF ADDR2	250 S CENTRAL BLVD, SUITE 101
BNF ADDR3	JUPITER, FLORIDA 33458
BNF ID	[redacted]6
Branch ID	193
Currency	USD
Wire Date	07/01/2016
Direction	O
Fee	35.00
IMAD	[redacted]
MID	[redacted]
Paymt Method	FED
Msg Status	COMPLETE
Msg Type	10
Msg Subtype	00
OBI	Purpose of wire: Purchase of property 300 Royal Plaza
Office	001
OMAD	2[redacted]
Originator	JEREMY L MARCUS
ORG ADDR1	1705 NE 8TH ST
ORG ADDR2	FORT LAUDERDALE,FL 33304-0000
ORG ID	1954629738
ORG ID Code	AC
Recv ABA	067012413
Recv Name	REGENT DAVIE
Reference	160701144933ML01
Sender ABA	066004367
Sender Name	CITY NATIONAL BANK
Paymt Source	WID
Time	15:55:37
UserID	LEIVAM
Value Date	07/01/2016

Redacted

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PAYMENT ARCHIVE AND RESEARCH CENTER

Query Results Report

Printed On : 5/19/2017

Redacted

MSG_SOURCE_TYPE	PPUSA
Account No	[redacted]9738
Amount	158,556.56
BBI	{6500}REASON: OVERAGE
Beneficiary	JEREMY MARCUS
BNF ADDR1	1410 SW 3 STREET
BNF ADDR2	POMPANO BEACH, FL 33069
BNF ID	[redacted]9738
Branch ID	193
Currency	USD
Wire Date	07/12/2016
Direction	I
Fee	15.00
IMAD	[redacted]
MID	[redacted]
Paymt Method	FED
Msg Status	COMPLETE
Msg Type	10
Msg Subtype	00
OBI	OVERAGE FROM PURCHASE OF 300 ROYAL PLAZA DRIVE FORT LAUDERDALE FL 33301
Office	001
OMAD	[redacted]
Originator	MICHELE M LEWIS P.A.
ORG ADDR1	REAL ESTATE IOTA ACCOUNT
ORG ADDR2	1150 SOUTH US HIGHWAY ONE STE 206
ORG ADDR3	JUPITER, FL 33477
ORG ID	[redacted]
ORG ID Code	AC
Recv ABA	066004367
Recv Name	CITY NATL BK FLORI
Reference	2[redacted]
Sender ABA	063111596
Sender Name	INDEPENDENT BANKER
Paymt Source	FLS
Time	15:31:17
UserID	MOLNEG

PAYMENT ARCHIVE AND RESEARCH CENTER

Query Results Report

Printed On : 5/19/2017

Value Date 07/12/2016

Redacted

Property Information and HUD



Site Address	300 ROYAL PLAZA DRIVE, FORT LAUDERDALE FL 33301
Property Owner	MARCUS,JEREMY H/E FINLEY,AMANDA
Mailing Address	300 ROYAL PLAZA DR FORT LAUDERDALE FL 33301

ID #	5042 12 14 0010
Millage	0312
Use	01

Abbreviated Legal Description	STILWELL ISLES 15-26 B LOT 1,2 N 10.58 BLK 2

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values
Click here to see 2016 Exemptions and Taxable Values as reflected on the Nov. 1, 2016 tax bill.

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2017	$1,000,480	$3,777,020	$4,777,500	$4,777,500	
2016	$945,450	$4,522,620	$5,468,070	$5,468,070	$104,437.50
2015	$950,580		$950,580	$950,580	$18,640.86

2017 Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$4,777,500	$4,777,500	$4,777,500	$4,777,500
Portability	0	0	0	0
Assessed/SOH 17	$4,777,500	$4,777,500	$4,777,500	$4,777,500
Homestead 100%	$25,000	$25,000	$25,000	$25,000
Add. Homestead	$25,000	0	$25,000	$25,000
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$4,727,500	$4,752,500	$4,727,500	$4,727,500

Sales History

Date	Type	Price	Book/Page or CIN
2/22/2017	QCD-T	$100	114220973
7/7/2016	WD-Q	$5,250,000	113828272
4/22/2013	WD-Q	$1,050,000	111493629
11/19/2012	QCD-T	$100	49280 / 1355
12/19/2007	WD-Q	$1,600,000	44969 / 1180

Land Calculations

Price	Factor	Type
$80.00	12,506	SF
Adj. Bldg. S.F. (Card, Sketch)		7329
Units/Beds/Baths		1/5/6.5
Eff./Act. Year Built: 2016/2015		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
03								
R								
1								

HUD-1

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. FHA	2. FmHA	3. Conv. Unins.	6. File Number	7. Loan Number	8. Mortg. Ins. Case Num.
4. V.A.	5. Conv. Ins.		T300EstateHomes	ID:	

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: Donald E. Nicholson, Trustee of the Jean Pierre Trust #1
Address of Borrower: 1410 SW 3rd Street, Pompano Beach, Florida 33069

E. NAME OF SELLER: Estate Homes, LLC, a Florida limited liability company
Address of Seller: 3409 Flagstaff Road, Baltimore, Maryland 21215 TIN: 90-0960942

F. NAME OF LENDER:
Address of Lender:

G. PROPERTY LOCATION: 300 Royal Plaza Drive, Fort Lauderdale, Florida 33301

H. SETTLEMENT AGENT: Michele M Lewis PA TIN: 27-4614121
Place of Settlement: 250 S. Central Blvd., Suite 101, Jupiter, Florida 33458 Phone: 561-315-7549

I. SETTLEMENT DATE: 7/7/16 DISBURSEMENT DATE: 7/7/16

J. Summary of borrower's transaction		K. Summary of seller's transaction	
100. Gross amount due from borrower:		400. Gross amount due to seller:	
101. Contract sales price	5,250,000.00	401. Contract sales price	5,250,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (Line 1400)	8,135.53	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	5,258,135.53	420. Gross amount due to seller:	5,250,000.00
200. Amounts paid or in behalf of borrower:		500. Reductions in amount due to seller:	
201. Deposit or earnest money	400,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	353,114.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Deposits held by seller	
207. Principal amt of mortgage held by seller		507. Principal amt of mortgage held by seller	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes from 01/01/16 to 07/07/16	9,192.09	511. County taxes from 01/01/16 to 07/07/16	9,192.09
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	409,192.09	520. Total reductions in amount due seller:	362,306.09
300. Cash at settlement from/to borrower:		600. Cash at settlement to/from seller:	
301. Gross amount due from borrower (line 120)	5,258,135.53	601. Gross amount due to seller (line 420)	5,250,000.00
302. Less amount paid by/for the borrower (line 220)	(409,192.09)	602. Less total reductions in amount due seller (line 520)	(362,306.09)
303. Cash (✓ From ; To) Borrower:	4,848,943.44	603. Cash (✓ To From) Seller:	4,887,693.91

Substitute Form 1099 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

Seller Instructions: If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your tax return; for other transactions, complete the applicable parts of Form 4797, Form 6262 and/or Schedule D (Form 1040).

DoubleTime®

HUD-1 U.S. Department of Housing and Urban Development Page 2

L. Settlement charges	Borrower POC Seller POC	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales/Brokers Com. based on price $5,250,000.00 @ 6.0000 % = 315,000.00			
701. 157,500.00 3.0000 % to Florida Coastal Realty Group			
702. 157,500.00 3.0000 % to Coldwell Banker			
703. Commission paid at settlement			315,000.00
704. to			
800 Items payable in connection with loan	Borrower POC Seller POC		
801. Loan origination fee % to			
802. Loan discount % to			
803. Appraisal fee to			
804. Credit report to			
805. Lender's inspection fee to			
806. Mortgage insurance application fee to			
807. Assumption Fee to			
808. to			
809. to			
810. to			
811. to			
900 Items required by lender to be paid in advance	Borrower POC Seller POC		
901. Interest from to @ /day			
902. Mortgage insurance premium for months to			
903. Hazard insurance premium for years to			
904. Flood insurance premium for years to			
905. years to			
1000 Reserves deposited with lender	Borrower POC Seller POC		
1001. Hazard insurance months @ per month			
1002. Mortgage insurance months @ per month			
1003. City property taxes months @ per month			
1004. County property taxes months @ per month			
1005. Annual assessments months @ per month			
1006. Flood insurance months @ per month			
1007. months @ per month			
1008. months @ per month			
1009. Aggregate accounting adjustment			
1100 Title charges	Borrower POC Seller POC		
1101. Settlement or closing fee to Michele M Lewis PA		295.00	
1102. Abstract or title search to Old Republic National Title Insurance Company			125.00
1103. Title examination to			
1104. Title insurance binder to			
1105. Document preparation to			
1106. Notary fees to			
1107. Attorney's Fees to			
(includes above item numbers:)			
1108. Title Insurance to Old Republic Nat. Title/Michele M Lewis		15,637.50	
(includes above item numbers:)			
1109. Lender's coverage (Premium):			
1110. Owner's coverage (Premium): $5,250,000.00 ($15,637.50)			
1111. Endorse:			
1112. Courtesy Discount for Title Insurance to Michele M Lewis PA		-7,818.75	
1113. FL Statutory Surcharge to Old Republic National Title Insurance Company		3.28	
1200 Government recording and transfer charges			
1201. Recording fees Deed $18.50 Mortgage(s) Releases		18.50	
1202. City/county tax/stamps Deed Mortgage(s)			
1203. State tax/stamps Deed $36,750.00 Mortgage(s)			36,750.00
1204. to			
1205. to			
1300 Additional settlement charges	Borrower POC Seller POC		
1301. Survey to			
1302. Pest Inspection to			
1303. Municipal Lien Search to Clear Choice Tax & Lien Service			219.00
1304. Home Warranty to			1,020.00
1305. to			
1306. to			
1307. to			
1308. to			
1309.			
1400 Total settlement charges (Enter on lines 103, Section J and 502, Section K)		8,135.53	353,114.00

HUD-1 SETTLEMENT STATEMENT ADDENDUM

File Number: T300EstateHomes

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower(s)

_____

Douglas E. Nicholson
Trustee

Seller(s)

Estate Homes, LLC a Florida limited liability company
a partnership

By: The Cadem Group, Inc., a Florida corporation
its Managing Member

By: _____
Elliott Sharaby
President

(Corporate Seal)

Settlement Agent

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Michele M Lewis PA

By: _____ Date: _____

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

RECORD AND RETURN TO:
Jeremy Marcus
1410 SW 3rd Street
Pompano Beach, FL 33069

Broward County Property Appraiser's Parcel Control #5042 12 14 0010

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 21 day of February, 2017, by and between the listed property owners, **Douglas E. Nicholson, Trustee of the Jean Pierre Trust #1**, as "GRANTOR" and
Jeremy Marcus and Amanda Finley, husband and wife, as Tenants by the Entireties, aka, "GRANTEES" (as hereinafter defined), to wit:

WITNESSETH: That the said GRANTOR, for and in consideration of the sum of TEN DOLLARS ($10.00), in hand paid by the said GRANTEES, the receipt whereof is hereby acknowledged, do hereby remise, release and quit-claim unto the said GRANTEES forever, all of the right, title, interest, claim and demand for which the said GRANTORS has in and to the following-described lot, piece or parcel of land, situated, lying and being in Broward County, Florida, to-wit:

Lot 1, plus the North 10.58 feet of Lot 2, Block 2, Stilwell Isles, according to the Plat thereof, as recorded in Plat Book 15, page 26, of the Public Records of Broward County. Parcel ID #504212-14-0010; Address - 300 Royal Plaza Drive Fort Lauderdale, FL 33301.

THIS DEED WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH.

SUBJECT TO restrictions and easements of record, if any; taxes for the year 2017 and subsequent years, and to all valid zoning ordinances.
TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said GRANTOR, either in law or equity, to the only proper use, benefit and behoove of the said GRANTEES forever.

INWITNESS WHEREOF, The said GRANTOR has signed and sealed these present the day and year first above written.

3

GRANTOR:

Signed, sealed and delivered in presence of:

Witness Signature

Printed Name: Ryan McEachin

Witness Signature

Printed Name: Ashley Trauschke

Douglas E. Nicholson – Trustee

STATE OF MO)ss:
COUNTY OF St. Charles)

The foregoing Quit-Claim Deed was acknowledged before me this 21 day of February, 2017, by Douglas E. Nicholson, who is personally known to me or who has produced as identification and who did not take an oath.

My commission expires: May 19, 2017

ASHLEY HURD
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: May 19, 2017
Commission Number: 13483815

Notary Signature:

Printed Name: Ashley Hurd

GRANTEES:

Amanda Finley, wife, TBE

Witness Signature

Printed Name: David Yaloz

Witness Signature

Printed Name: Kyle Hunt

Amanda Finley, tenant by the Entireties

STATE OF FLORIDA)ss:
COUNTY OF BROWARD)

The foregoing Quit-Claim Deed was acknowledged before me this 22 day of February, 2017 by Amanda Finley, who is personally known to me or who has produced as identification and who did not take an oath.

My commission expires:

PAUL A HERMAN
Notary Public - State of Florida
My Comm. Expires Oct 27, 2017
Commission # FF 035303
Bonded Through National Notary Assn.

Notary Signature:

Printed Name: PAUL A HERMAN

husband (TBE)

Witness Signature_____
Printed Name: _____

Jeremy Marcus, tenant by the Entireties

Witness Signature_____
Printed Name_____

STATE OF FLORIDA)ss:
COUNTY OF BROWARD)

The foregoing Quit-Claim Deed was acknowledged before me this 22 day of February, 2017 by Jeremy Marcus, who is personally known to me or who has produced as identification and who did not take an oath.

My commission expires:

Notary Signature: _____
Printed Name: PAUL A. HERMAN

PAUL A. HERMAN
Notary Public - State of Florida
My Comm. Expires Oct 27, 2017
Commission # FF 035303
Bonded Through National Notary Assn.

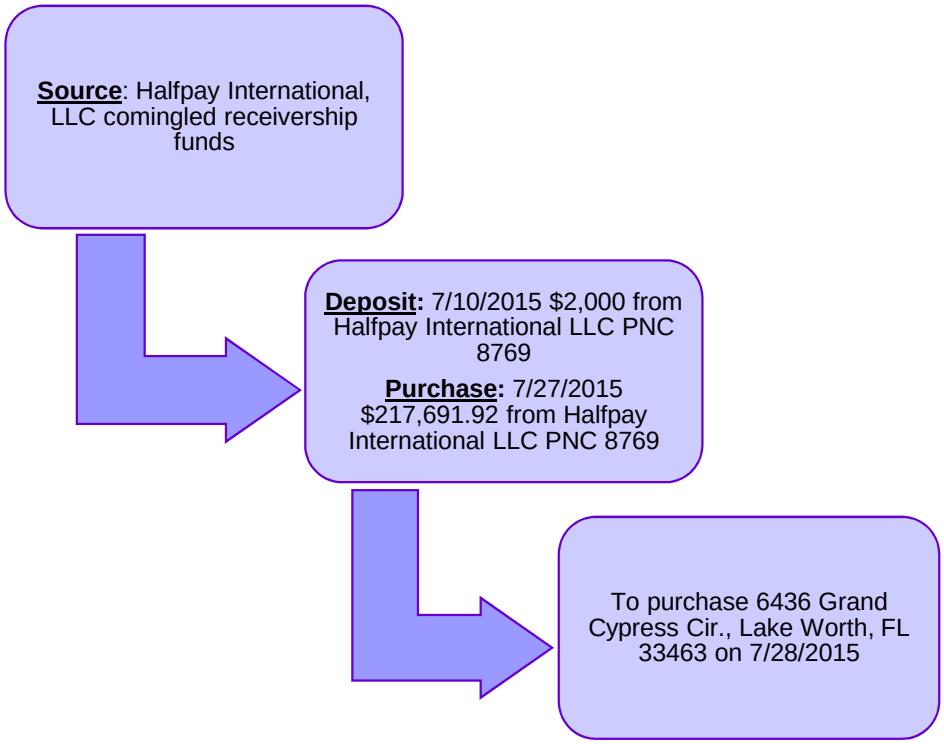
Exhibit

Federal Trade Commission, et al, Plaintiffs
v. Jeremy Lee Marcus, et al, Defendants
Case No. 17-60907-MORENO
United States District Court
Southern District of Florida

Halfpay International, LLC Purchase of 6436 Grand Cypress Circle, Lake Worth, FL 33463 on July 28, 2015 for the Purchase Price of $220,000 (Note 1)

Source: Bank records for Halfpay International, LLC PNC bank account ending 8769 ("PNC 8769"); Settlement statement for 6436 Grand Cypress Circle, Lake Worth, FL 33463 dated July 28, 2015 ("HUD"); Palm Beach County Property Appraiser website ("Property Appraiser")

Escrow Deposit and Purchase: (Note 2)



Note 1: Per the HUD and Property Appraiser, the property located at 6436 Grand Cypress Cir., Lake Worth, FL 33463 was purchased on July 28, 2015 by Halfpay International, LLC for a total purchase price of $220,000. On May 1, 2016, a quit claim deed was executed that transferred the property to Jack Marcus. Jack Marcus is the current owner of the property and he is the father of Jeremy Marcus.

Note 2: Halfpay International, LLC's bank account PNC 8769 transferred $2,000 on July 10, 2015 and $217,691.92 on July 27, 2015 for the purchase of the property located at 6436 Grand Cypress Circle, Lake Worth, FL 33463. The amounts agree to the deposit and purchase price listed on the HUD. The $308.08 difference between the total purchase price of $220,000 and the deposit and purchase transfers from Halfpay International, LLC are due to items such as taxes and settlement charges. Refer to the HUD for more detail.

Business Checking Preferred

For 24-hour account information, sign on to pnc.com/mybusiness/

For the period 07/01/2015 to 07/31/2015
HALFPAY INTERNATIONAL, LLC.
Primary account number: [redacted]8769

Business Checking Preferred Account number: [redacted]8769 - continued

ACH Deductions - *continued*

Date posted	Amount	Transaction description	Reference number
07/28	3,427.84	ACH Debit Elec Pymt Fpl Direct Debit XXXXXX8007 Ppda	00015209901016910
07/28	3,163.26	ACH Debit Elec Pymt Fpl Direct Debit XXXXXX8004 Ppda	00015209901016908
07/28	1,085.13	Corporate ACH 8668342080 Waste Management 100243457626	00015209901394721
07/28	1,064.05	ACH Debit Elec Pymt Fpl Direct Debit XXXXXX2390 Ppda	00015209901016891
07/28	74.48	ACH Debit Elec Pymt Fpl Direct Debit XXXXXX0539 Ppda	00015209901014740

Other Deductions

Date posted	Amount	Transaction description	Reference number
07/06	100,000.00	Fed Wire Out 016562	W016562 0706
07/08	270,000.00	Online Transfer To [redacted]8865	ACTIVE DEBT 00036437
07/10	2,000.00	Fed Wire Out 027741 6436 Deposit	W027741 0710
07/14	2,000.00	Withdrawal	035243668
07/23	900,000.00	Fed Wire Out 032470	W032470 0723
07/27	217,691.92	Fed Wire Out 038897 6436 Balance	W038897 0727
07/31	15.00	Corporate Account Analysis Charge	0000000000000004348

Hear from real businesses like yours . . . and get $100

Have you tried Cash Flow Insight available in Online Banking today?

See real business success stories at **pnc.com/cashflowinsight** to see how Cash Flow Insight is helping businesses like yours. Try it free for 90 days, and get $100 for getting to know your new tools.*

What are businesses saying about Cash Flow Insight?
> "Cash Flow Insight is saving us $250+ every month."
> "It easily saves 15-20 hours of my time every month."
> "Our customers are now making payments faster, which makes my job easier."
> "I chose Cash Flow Insight because there wasn't another bank that connected with our accounting system so seamlessly."
> "Anybody using QuickBooks® should be using Cash Flow Insight."
> "I have more visibility into my cash flow, and I know each month exactly what I'm going to be getting paid."

To try Cash Flow Insight for up to 90 days at no cost, and take advantage of this limited-time $100 offer, call **855-762-2361** or learn more at **pnc.com/cashflowinsight**.

*Cash Flow Insight requires a PNC business checking account and enrollment in PNC Online Banking. Free trial offer valid for Cash Flow Insight and additional tools (Receivables, Payables and Accounting Software Sync) for your current statement cycle period and two additional statement cycles. One free trial per customer. For supported accounting software, post-trial fees, how to un-enroll and details on the $100 offer, visit pnc.com/cashflowinsight. Limit one $100 offer per business. Offer may be extended, modified or discontinued at any time without notice. Cash Flow Insight is a service mark of The PNC Financial Services Group, Inc. QuickBooks® is a registered trademark of Intuit®, Inc. PNC Bank, National Association. Member FDIC

6436 Grand Cypress

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB Approval No. 2502-0265

B. Type of Loan			
1.☐ FHA 2.☐ RHS 3.☐ Conv. Unins. 4.☐ VA 5.☐ Conv. Ins.	6. File Number TG146070	7. Loan Number	8. Mortgage Insurance Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.

D. Name and Address of Borrower	E. Name and Address of Seller	F. Name and Address of Lender
HALFPAY INTERNATIONAL LLC A DELAWARE LIMITED LIABILITY COMPANY 260 SW NATURA AVE. DEERFIELD BEACH, FL 33441	MTGLQ INVESTORS, L.P. 15480 LAGUNA CANYON ROAD SUITE 100 IRVINE, CA 92618	CASH

G. Property Location	H. Settlement Agent	I. Settlement Date
6436 GRAND CYPRESS CIRCLE LAKE WORTH, FL 33463	TYLER A. GOLD, P.A. 1250 S Pine Island Rd, #450, Plantation, FL 33324 Place of Settlement 1250 S PINE ISLAND ROAD SUITE 450 (954) 565-5577 PLANTATION, FL 33324	07/28/15 07/28/15

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	220,000.00	401. Contract sales price	220,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	417.10	403.	
104. Capital Contribution (Winston Trails)	1,182.00	404.	
105. August Maintenance (Village on the Greens	197.00	405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109. Monthly Maintenance $197 07/28 to 07/31	25.42	409. Monthly Maintenance $197 07/28 to 07/31	25.42
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	221,821.52	420. GROSS AMOUNT DUE TO SELLER	220,025.42
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT TO SELLER	
201. Deposit or earnest money	2,000.00	501. Excess Deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	19,598.78
203. Existing loan(s) taken subject to		503. Existing loans taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 01/01 to 07/28	2,129.60	511. County taxes 01/01 to 07/28	2,129.60
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY / FOR BORROWER	4,129.60	520. TOTAL REDUCTION AMOUNT DUE SELLER	21,728.38
300. CASH AT SETTLEMENT FROM OR TO BORROWER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
301. Gross amount due from borrower (line 120)	221,821.52	601. Gross amount due to seller (line 420)	220,025.42
302. Less amounts paid by/for borrower (line 220)	4,129.60	602. Less reduction amount due to seller (line 520)	21,728.38
303. CASH FROM BORROWER	217,691.92	603. CASH TO SELLER	198,297.04

SUBSTITUTE FORM 1099 SELLER STATEMENT. The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price described on Line 401 above constitutes the Gross Proceeds of this transaction.

SELLER INSTRUCTIONS: To determine if you have to report the sale or exchange of your primary residence on your tax return, see the Schedule D (Form 1040) instructions. If the real estate was not your primary residence, complete the applicable parts of Form 4797, Form 6252, and/or Schedule D (Form 1040).

You are required by law to provide the settlement agent with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

TIN#

Tanya Lawson
TANYA LAWSON Authorized Signer

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT — SETTLEMENT STATEMENT — PAGE 2

L. SETTLEMENT CHARGES: File Number: TG146070	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price $ 220,000.00 @ = 11,000.00		
Division of commission (line 700) as follows:		
701. $ 4,400.00 to MOYNA PROPERTIES		
702. $ 6,600.00 to FLORIDA COASTAL REALTY GROUP		
703. Commission paid at Settlement		11,000.00
704. Referral Fee DAKOTA ASSET SERVICES		2,200.00
800. ITEMS PAYABLE IN CONNECTION WITH LOAN P.O.C.		
801. Loan Origination Fee %		
802. Loan Discount %		
803. Appraisal Fee to		
804. Credit Report to		
805. Lender's Inspection Fee to		
806. Mtg. Ins. Application Fee to		
807. Assumption Fee to		
808.		
809.		
810.		
811.		
812.		
813.		
814.		
815.		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901. Interest from to @$ /day		
902. Mortgage Insurance Premium to		
903. Hazard Insurance Premium yrs. to		
904.		
905.		
1000. RESERVES DEPOSITED WITH LENDER FOR		
1001. Hazard Insurance mo. @$ / mo.		
1002. Mortgage Insurance mo. @$ / mo.		
1003. City property taxes mo. @$ / mo.		
1004. County property taxes mo. @$ / mo.		
1005. Annual Assessments mo. @$ / mo.		
1006. mo. @$ / mo.		
1007. mo. @$ / mo.		
1008. Aggregate Reserve for Hazard/Flood Ins, City/Count		
1100. TITLE CHARGES		
1101. Settlement or closing fee to TYLER A. GOLD, P.A.	350.00	1,050.00
1102. Abstract or title search to		
1103. Title examination to		
1104. Title insurance binder to		
1105. Document preparation to		
1106. Notary fees to		
1107. Attorney's fees to		
(includes above item No:)		
1108. Title insurance to TYLER A. GOLD, P.A./FIRST AMERICAN TITLE I		1,175.00
(includes above item No:)		
1109. Lender's coverage		
1110. Owner's coverage 220,000.00 --- 1,175.00		
1111. POLICY SURCHARGE FIRST AMERICAN TITLE INSURANCE COMPANY		3.28
1112. Municipal Lien/Tax Search LIGHTNING LIEN LETTERS INC		205.00
1113. Estoppel Search PROPERTY DEBT RESEARCH, INC.		1,147.00
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201. Recording fees Deed $ 27.60 ; Mortgage $; Releases $	27.60	
1202. City/county/stamps Deed $; Mortgage $		
1203. State tax/stamps Deed $ 1,540.00 ; Mortgage $		1,540.00
1204. Intangible Tax Deed $; Mortgage $		
1205. Interim Deed/Stamps/E-Record	4.50	1,267.50
1300. ADDITIONAL SETTLEMENT CHARGES		
1301. Survey to		
1302. Pest inspection to		
1303. FEDERAL EXPRESS (deed) TYLER A. GOLD, P.A.		11.00
1304. E-Mail Package from Lender		
1305. Overnight Package to Lender		
1306. Overnight Package to Lender		
1307. Digital Storage Fee ROI SYSTEMS, INC.	35.00	
1308.		
1400. (enter on lines 103 and 502, Sections J and K)	417.10	19,598.78

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

HALFPAY INTERNATIONAL LLC A DELAWARE LIMITED LIABILITY COMPANY

TANYA LAWSON Authorized Signer

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

TYLER A. GOLD, P.A. — Date 7/28/15

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT — SETTLEMENT STATEMENT — PAGE 2

File Number: TG146070

	L. SETTLEMENT CHARGES:	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700.	TOTAL SALES/BROKER'S COMMISSION based on price $ 220,000.00 @ = 11,000.00		
	Division of commission (line 700) as follows:		
701.	$ 4,400.00 to MOYNA PROPERTIES		
702.	$ 6,600.00 to FLORIDA COASTAL REALTY GROUP		
703.	Commission paid at Settlement		11,000.00
704.	Referral Fee DAKOTA ASSET SERVICES		2,200.00
800.	ITEMS PAYABLE IN CONNECTION WITH LOAN P.O.C.		
801.	Loan Origination Fee %		
802.	Loan Discount %		
803.	Appraisal Fee to		
804.	Credit Report to		
805.	Lender's Inspection Fee to		
806.	Mtg. Ins. Application Fee to		
807.	Assumption Fee to		
808.			
809.			
810.			
811.			
812.			
813.			
814.			
815.			
900.	ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901.	Interest from to @$ /day		
902.	Mortgage Insurance Premium to		
903.	Hazard Insurance Premium yrs. to		
904.			
905.			
1000.	RESERVES DEPOSITED WITH LENDER FOR		
1001.	Hazard Insurance mo. @$ / mo.		
1002.	Mortgage Insurance mo. @$ / mo.		
1003.	City property taxes mo. @$ / mo.		
1004.	County property taxes mo. @$ / mo.		
1005.	Annual Assessments mo. @$ / mo.		
1006.	mo. @$ / mo.		
1007.	mo. @$ / mo.		
1008.	Aggregate Reserve for Hazard/Flood Ins, City/Count		
1100.	TITLE CHARGES		
1101.	Settlement or closing fee to TYLER A. GOLD, P.A.	350.00	1,050.00
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1106.	Notary fees to		
1107.	Attorney's fees to		
	(includes above item No:)		
1108.	Title Insurance to TYLER A. GOLD, P.A./FIRST AMERICAN TITLE I		1,175.00
	(includes above item No:)		
1109.	Lender's coverage		
1110.	Owner's coverage 220,000.00 — 1,175.00		
1111.	POLICY SURCHARGE FIRST AMERICAN TITLE INSURANCE COMPANY		3.28
1112.	Municipal Lien/Tax Search LIGHTNING LIEN LETTERS INC		205.00
1113.	Estoppel Search PROPERTY DEBT RESEARCH, INC.		1,147.00
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1203.	State tax/stamps Deed $ 1,540.00 ; Mortgage $		1,540.00
1204.	Intangible Tax Deed $; Mortgage $		
1205.	Interim Deed/Stamps/E-Record	4.50	1,263.00
1300.	ADDITIONAL SETTLEMENT CHARGES		
1301.	Survey to		
1302.	Pest inspection to		
1303.	FEDERAL EXPRESS (deed) TYLER A. GOLD, P.A.		11.00
1304.	E-Mail Package from Lender		
1305.	Overnight Package to Lender		
1306.	Overnight Package to Lender		
1307.	Digital Storage Fee ROI SYSTEMS, INC.	35.00	
1308.			
1400.	(enter on lines 103 and 502, Sections J and K)	417.10	19,594.28

MTGLQ INVESTORS, L.P.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

HALPPAY INTERNATIONAL LLC A DELWARE LIMITED LIABILITY COMPANY

Rushmore Loan Management Services LLC, its' Appointed Attorney in Fact

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

TYLER A. GOLD, P.A.

Date 7/28/15

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010

07-27-2015 at 11:00 AM

form HUD-1 (3/86) ref Handbook 4305.2

DOROTHY JACKS CFA, AAS
Palm Beach County Property Appraiser

Homestead Exemption E-file

Location Address	6436 GRAND CYPRESS CIR
Municipality	UNINCORPORATED
Parcel Control Number	00-42-45-03-04-000-0010
Subdivision	WINSTON TRAILS PAR 4
Official Records Book	28383 Page 1761
Sale Date	MAY-2016
Legal Description	WINSTON TRAILS PAR 4 LT 1

Owners

MARCUS JACK

Mailing address

6436 GRAND CYPRESS CIR
LAKE WORTH FL 33463 7362

Sales Date	Price	OR Book/Page	Sale Type	Owner
MAY-2016	$10	28383 / 01761	QUIT CLAIM	MARCUS JACK
JUL-2015	$220,000	27708 / 01509	WARRANTY DEED	HALFPAY INTERNATIONAL LLC
JUL-2015	$177,604	27708 / 01507	WARRANTY DEED	MTGLQP INVESTORS LP
JAN-2014	$1	26616 / 01976	QUIT CLAIM	ASSET ACQUISITION & RES ENTITY LLC
OCT-2013	$177,100	26381 / 00199	CERT OF TITLE	RESIDENTIAL CREDIT SOLUTIONS INC

1 2 3

Exemption Applicant/Owner	Year	Detail
MARCUS JACK	2017	

Number of Units	1	*Total Square Feet	2513
Acres	0.15		
Use Code	0130 - ZERO LOT LINE	Zoning	RS - Single Family Residential (00-UNINCORPORATED)

Tax Year	2017 P	2016	2015
Improvement Value	$243,458	$231,458	$214,531
Land Value	$0	$0	$0
Total Market Value	$243,458	$231,458	$214,531

P = Preliminary

All values are as of January 1st each year

Tax Year	2017 P	2016	2015
Assessed Value	$243,458	$231,458	$214,531
Exemption Amount	$50,000	$0	$0
Taxable Value	$193,458	$231,458	$214,531

Tax Year	2017 P	2016	2015
Ad Valorem	$3,568	$4,162	$3,989
Non Ad Valorem	$406	$399	$396
Total tax	$3,974	$4,561	$4,385

CFN 20150285482
OR BK 27708 PG 1509
RECORDED 07/31/2015 12:28:06
Palm Beach County, Florida
AMT 220,000.00
DEED DOC 1,540.00
Sharon R. Bock
CLERK & COMPTROLLER
Pgs 1509-1510; (2Pgs)

Prepared By and Return To:

TARA RUBIN
Tyler A. Gold, P.A.
1250 S. Pine Island Rd., #450
Plantation, FL 33324

File Number: TG14-6070
Folio Number: 00-42-45-03-04-000-0010

This is not an official record

Special Warranty Deed

THIS INDENTURE, made effective the 27 day of July, 2015, between **MTGLQ INVESTORS, L.P.**, whose address is: 15480 LAGUNA CANYON ROAD SUITE 100, IRVINE, CA 92618, hereinafter called the Grantor, and **HALFPAY INTERNATIONAL LLC A DELAWARE LIMITED LIABILITY COMPANY**, hereinafter called the Grantee, whose address is: 630 SE 25TH AVENUE, FORT LAUDERDALE, FL 33301.

(Wherever used herein the terms "Grantor and Grantee" include the parties to this instrument and their heirs, legal representatives and assignees of individuals, and assigns of corporations)

WITNESSETH: the Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS ($10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged by these presents does grant, bargain and sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in PALM BEACH County, Florida, viz:

LOT 1 OF WINSTON TRAILS PARCEL FOUR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 72, PAGE 38, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AKA: 6436 GRAND CYPRESS CIRCLE, LAKE WORTH, FL 33463

Subject to: Restrictions, limitations, conditions, reservations, covenants and easements of Record, if any, all applicable zoning ordinances, and Taxes for the current year and all subsequent years.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in otherwise appertaining.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple, that it has good right and lawful authority to sell and convey said land, that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

IN WITNESS WHEREOF the Grantor has caused these presents to be executed in its' name, and its' corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Wherever the text in this Deed so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural.

Signed, sealed and delivered in our presence:

Tonya Lawson
(Printed Signature)

Florence B. Thompson
(Printed Signature)

MTGLQ INVESTORS, L.P., BY RUSHMORE LOAN MANAGEMENT SERVICES, LLC ITS' APPOINTED ATTORNEY IN FACT

Brandee Conrad

Print name: Brandee Conrad

Title: Assistant Vice President

State of Texas

County of Harris **SS:**

The foregoing instrument was acknowledged before me this 27 day of July, 2015 by Brandee Conrad as AVP of **RUSHMORE LOAN MANAGEMENT SERVICES, LLC, APPOINTED ATTORNEY IN FACT FOR MTGLQ INVESTORS, L.P.**, who is personally known to me and who did take oath.

(SEAL)

ANGELA Y. JACKSON
Notary Public, State of Texas
My Commission Expires
August 21, 2018

Angela Y. Jackson
Notary Public (Signature)
Angela Y. Jackson

This is not a certified copy

CFN 20160219439
OR BK 28383 PG 1761
RECORDED 06/21/2016 14:52:31
Palm Beach County, Florida
AMT 10.00
Doc Stamp 0.70
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1761 - 1762; (2pgs)

RECORD AND RETURN TO:
Jeremy L. Marcus
1410 SW 3rd Street
Pompano Beach, FL 33069

This is not a certified copy

Property Appraiser's Parcel Control #00-42-45-03-04-000-0010

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 1st day of May, 2016, by

Jack Marcus, a single man as "GRANTEE" and **Halfpay International, LLC**, a Florida Limited Liability Company as, "GRANTOR" (as hereinafter defined, to wit:

WITNESSETH: That the said GRANTOR, for and in consideration of the sum of TEN DOLLARS ($10.00), in hand paid by the said GRANTEE, the receipt whereof is hereby acknowledged, do hereby remise, release and quit-claim unto the said GRANTEE forever, all of the right, title, interest, claim and demand which the said GRANTOR has in and to the following-described lot, piece or parcel of land, situate, lying and being in Palm Beach County, Florida, to-wit:

6436 Grand Cypress Circle Lake Worth, FL Subdivision Winston Trails Parcel 4 LT 1, AS RECORDED IN OFFICIAL RECORD BOOK 27708, PAGE 1509, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
PLAT BOOK 72 PAGE 38

THIS DEED WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH.

SUBJECT TO restrictions and easements of record, if any; taxes for the year 2016 and subsequent years, and to all valid zoning ordinances.
TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said GRANTOR, either in law or equity, to the only proper use, benefit and behoove of the said GRANTEE forever.

IN WITNESS WHEREOF, The said GRANTOR has signed and sealed these present the day and year first above written.

Signed, sealed and delivered in presence of:

(1) Witness Signature

Printed Name: Paloma Feliciano

(2) Witness Signature

Printed Name: Melissa Nadel Yaral

Jack E. Marcus

Jack Marcus
6436 GRAND CYPRESS CIRCLE
LAKE WORTH, FL

STAE OF FLORIDA

COUNTY OF PALM BEACH)ss:

The foregoing Quit-Claim Deed was acknowledged before me this 5th day of ~~April~~ MAY, 2016, by ~~Jeremy L~~ JACK Marcus, a single man, who is personally known to me or who has produced as identification and who did not take an oath. FL DL M622-425-58-262-0

My commission expires:

NotarySignature:

PrintedName: PAUL A. HERMAN

PAUL A. HERMAN
Notary Public - State of Florida
My Comm. Expires Oct 27, 2017
Commission # FF 035303
Bonded Through National Notary Assn.

(1) WitnessSignature

Printed Name: Cynthia Santos

(2) Witness Signature

Printed Name: Melissa Nadel Yaral

Jeremy L. Marcus, owner of Halfpay
1440 SW 3RD ST
POMPANO BEACH FL 33069

STATE OF FLORIDA

)ss:

COUNTY OF PALM BEACH)

FL DL M622-432-85-258-0

The foregoing Quit-Claim Deed was acknowledged before me this 11TH day of ~~April~~ MAY, 2016, by ~~Jack~~ JEREMY L Marcus, a single man, who is personally known to me or who has produced as identification and who did not take an oath.

My commission expires:

PAUL A. HERMAN
Notary Public - State of Florida
My Comm. Expires Oct 27, 2017
Commission # FF 035303
Bonded Through National Notary Assn.

NotarySignature:

PrintedName: PAUL A. HERMAN

This is a Certified Copy

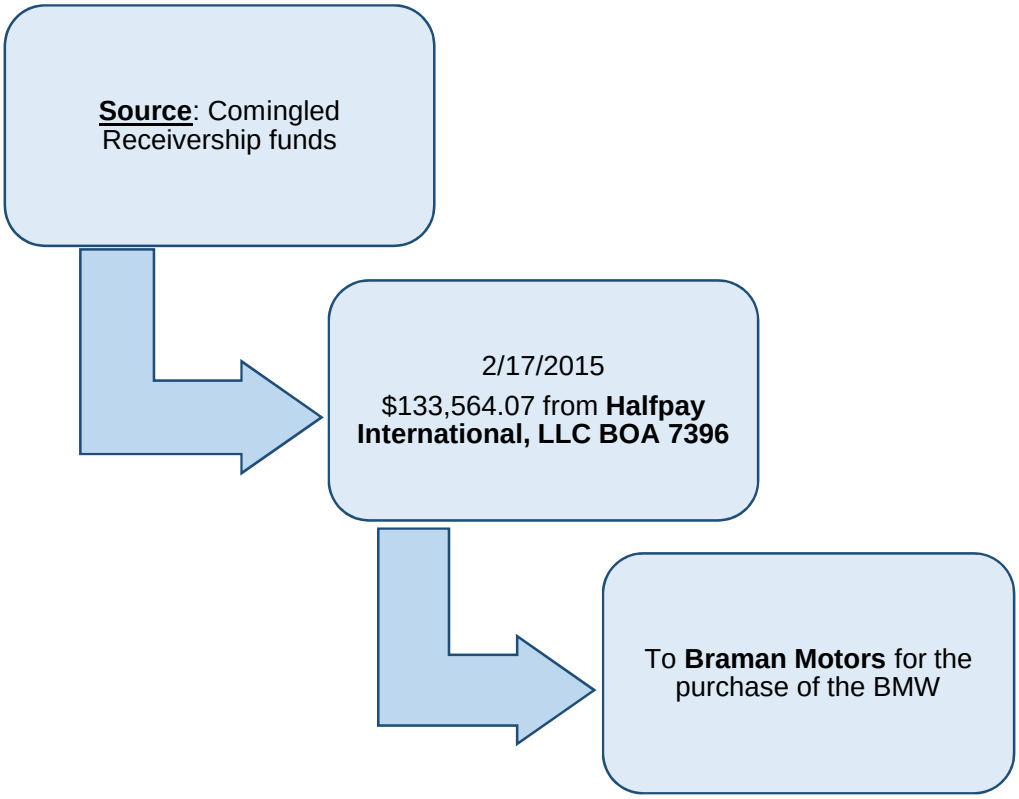
Exhibit

Federal Trade Commission, et al, Plaintiffs
v. Jeremy Lee Marcus, et al, Defendants
Case No. 17-60907-MORENO
United States District Court
Southern District of Florida

Jeremy Marcus Purchase of BMW on February 17, 2015 for $133,564.07

Source: Bank records for Halfpay International, LLC Bank of America account ending 7396 ("BOA 7396")

Purchase: (Note 1)



Note 1: On February 17, 2015, Jeremy Marcus withdrew $133,564.07 from Halfpay International, LLC BOA 7396 for an official check. The funds were for Braman Motors for the purchase of Jeremy Marcus's BMW. The source of the funds Halfpay International, LLC utilized to make the purchase was comingled receivership funds.

#1006 1007 [illegible]

Bank of America

Checking Savings Withdrawal DEBIT

Not Negotiable - Withdrawals are permitted only through Payment to the depositor.

Date 2/17/2015

Name and Address Halfpay International
260 SW Nature Ave
Deerfield Beach FL

Telephone No. (561) 779-0157

One hundred & thirty three thousand five hundred & sixty four Dollars

Save time in line and help us avoid errors. The next time you make a withdrawal, please use your pre-printed withdrawal slips for your account.

X
Customer Signature

To Bruman Motors Inc

Total Withdrawal

[redacted]7396

Account Number

$ 133,564.07

⑆540600135⑆

09-14-3629B 10-2008

Tran 00046 02/1
7/2015 09:43
Entity NFL CC 0005890 Tlr 00007
Account [redacted]7396
R/T# 540590135
Official Check Sale $133,564.07
CKC#FL************** 09/18

Bank of America

Your checking account

HALFPAY INTERNATIONAL, LLC | Account # [redacted]7396 | February 1, 2015 to February 28, 2015

Deposits and other credits

Date	Description	Amount
02/04/15	Counter Credit	8,125.00
02/05/15	Online Banking transfer from CHK 2269 Confirmation# 4218812415 Active Debt	190,000.00
02/12/15	Counter Credit	7,525.00
02/17/15	REVERSAL HALFPAY INTERNATIONA:Florida Foreclosure Confirmation# 2618292027	2,000.00
02/26/15	Online Banking transfer from CHK 2269 Confirmation# 1698340368 Active Debt	400,000.00
Total deposits and other credits		**$607,650.00**

Withdrawals and other debits

Date	Description	Amount
02/11/15	WIRE TYPE:WIRE OUT DATE:150211 TIME:1425 ET TRN:2015021100255449 SERVICE REF:008342 BNF:FLORIDA NATIONAL TITLE SER ID:3201374006 BNF BK:REGENT BANK ID:067012413 PMT DET:139620234 WIRE FOR HOUSE	-100,000.00
02/12/15	TRANSFER HALFPAY INTERNATIONA:Florida Foreclosure Confirmation# 1674307316	-2,000.00
02/17/15	Customer Withdrawal Image	-133,564.07
02/17/15	FPL DIRECT DEBIT DES:ELEC PYMT ID:9776265366 PPDA INDN:JEREMY L MARCUS CO ID:3590247775 PPD	-167.87
02/18/15	Online Banking transfer to CHK 3145 Confirmation# 4027294073	-10,000.00
02/18/15	WIRE TYPE:WIRE OUT DATE:150218 TIME:1459 ET TRN:2015021800273567 SERVICE REF:009081 BNF:AILEEN FRANKLIN, P.A. ID:[redacted]2539 BNF BK: WELLS FARGO BANK, N.A. ID:121000248 PMT DET:DRU8TR 4NL FOR LOAN	-80,000.00
02/20/15	WIRE TYPE:WIRE OUT DATE:150220 TIME:1110 ET TRN:2015022000163283 SERVICE REF:006272 BNF:FLORIDA NATIONAL TITLE SER ID[redacted]4006 BNF BK:REGENT BANK ID:067012413 PMT DET:9ZMP7PF3T REF:630 SE 25TH AVE FT LAUDERDALE F//L 33301	-1,030,274.57
02/20/15	WIRE TYPE:WIRE OUT DATE:150220 TIME:1604 ET TRN:2015022000266983 SERVICE REF:012105 BNF:LA PLAYA TITLE ESCROW ACCO ID:[redacted]5158 BNF BK:CENTERSTATE BANK OF FLO ID:063114030 PMT DET:140213254	-250,000.00
02/24/15	Online Banking transfer to CHK 0668 Confirmation# 1677502971	-1,000.00

continued on the next page

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Detail by Entity Name

Florida Profit Corporation
BRAMAN MOTORS, INC.

Filing Information

Document Number	P96000070421
FEI/EIN Number	65-0700829
Date Filed	08/22/1996
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	08/05/1998
Event Effective Date	NONE

Principal Address

2060 BISCAYNE BLVD
MIAMI, FL 33137

Changed: 05/04/2004

Mailing Address

2060 BISCAYNE BLVD
2ND FL
MIAMI, FL 33137

Changed: 04/18/2013

Registered Agent Name & Address

LEIBOWITZ, DAVID Seymour
2060 BISCAYNE BLVD
2ND FL
MIAMI, FL 33137

Name Changed: 09/22/2015

Address Changed: 03/20/1998

Officer/Director Detail

Name & Address

Title PD

BRAMAN, NORMAN

2060 BISCAYNE BLVD, 2ND FL
MIAMI, FL 33137

Title VP

LEIBOWITZ, EDWARD R
2060 BISCAYNE BLVD, 2ND FL
MIAMI, FL 33137

Title Asst. Secretary

KRIEGER, STANLEY J
2060 BISCAYNE BLVD, 2ND FL
MIAMI, FL 33137

Title Asst. Treasurer

BERNSTEIN, ROBERT e
2060 BISCAYNE BLVD, 2ND FL
MIAMI, FL 33137

Title AS

GRECSEK, TIMOTHY John
2060 BISCAYNE BOULEVARD, 2ND FL
MIAMI, FL 33137

Title Secretary

Leibowitz, David seymour
2060 Biscayne Boulevard
2nd floor
miami, FL

Title Treasurer

Bernstein, Evan samuel
2060 Biscayne Boulevard
2nd floor
miami, FL 33137

Annual Reports

Report Year	Filed Date
2015	02/11/2015
2016	02/11/2016
2017	04/18/2017

Document Images

04/18/2017 -- ANNUAL REPORT	View image in PDF format
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03/24/1999 -- ANNUAL REPORT	View image in PDF format
08/05/1998 -- Amendment	View image in PDF format
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04/22/1997 -- ANNUAL REPORT	View image in PDF format
08/22/1996 -- DOCUMENTS PRIOR TO 1997	View image in PDF format

Florida Department of State, Division of Corporations

Sample Credit Bureau Reporting Email to Clients

From: Alan Messina <a.messina@paralegalsupportgroup.com>
To: Craig Smith <c.smithcypress@gmail.com>, Craig Smith </o=OEXCH080/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=fa5ea3f8146b4f5a9c9e2c5ca011a871-CraigSmith91d0a>
Sent: October 8, 2015 6:05:40 PM EDT
Received: October 8, 2015 6:05:41 PM EDT

Subject: 321Financial and Your Credit Report

321Financial is pleased to announce that starting on October 15, 2015 we will begin reporting you loan and payment history to the credit bureaus. Now more than ever it is extremely important that you make your payments on time. Late payments **WILL** have a **NEGATIVE** effect on your credit score.

Your loan will show up on your credit report under NGP Enterprises. NGP is our outside credit bureau reporting company.

Please review and provide feedback.
--

Sincerely,

Alan Messina
Business Data Analyst
PARALEGAL SUPPORT GROUP
1410 SW 3rd Street | Pompano Beach, FL 33069

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