UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA

UNITED STATES OF AMERICA)
)
vs.) DOCKET NO. 2:22-cr-39-SPC-NPM
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)
DANIEL JOSEPH TISONE)
)
Defendant.)
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DEFENDANT'S SENTENCING MEMORANDUM IN SUPPORT OF MOTION FOR DOWNWARD VARIANCE FROM THE UNITED STATES SENTENCING GUIDELINES AND RECOMMENDED SENTENCE

By and through his counsel of record, Daniel Joseph Tisone ("Daniel") respectfully submits the following sentencing memorandum for this Court's consideration prior to the imposition of sentence herein. Mr. Tisone submits this memorandum in order to provide information to assist the Court with fashioning a sentence that is "sufficient but not greater than necessary" to achieve the statutory purposes of punishment and a just sentence. Mr. Tisone also respectfully requests the Court to consider the multiple factors pursuant to 18 USC §3553(a)(1)-(7) that would warrant a variance and a sentence significantly below the guidelines range.

I. INTRODUCTION

Daniel Tisone is a 35-year-old devoted father of a newborn boy, loving fiancée, business owner, and valued member of the Naples community. When he was young, Daniel's mom struggled with extremely long work hours to provide for Daniel and his older sister and raised both children as a single mother as his father was absent. When his father did come into the picture he was both verbally and physically abusive towards Daniel, his sister and his mother.

As a consequence of his father's abuse, Daniel started to run away from home, skip school, got involved with drugs and alcohol and ran with a rough crowd towards the end of high school and beginning of college. He was involved in a physical altercation with another student, who was a drug dealer. He stole Mr. Tisone's laptop while Mr. Tisone was a 19-year-old sophomore in college. Mr. Tisone went to trial, and was subsequently convicted and sentenced to 6 years in prison and 5 years parole. He served 4 years and 8 months of his prison term before being released.

Daniel was released from prison in 2012 to his mother's house in Fairfax, Virginia. From day one, he started working with his mother saving money to start his own business, "RUB A DUB," which started as a car detailing service operating from the parking lots of commercial office buildings. He worked long hours building his business while also helping his mother's business and put himself through community college in the evening. He earned a 4.0 GPA, achieving the designation, "presidential scholar."[1]

While in school and working, Mr. Tisone volunteered at Project SAFE, a counseling center for troubled youth.[2] After finishing two years at community college while building his business, he applied to Georgetown University in Washington DC. He was offered a full scholarship only to have it rescinded by the board of admissions after learning of his criminal conviction from when he was 19 years old.

He went to the Project SAFE counseling center where he volunteered and explained how his actions from years ago shut doors for him no matter how hard he works and regardless of what he achieves in an attempt to overcome his past. A young boy shared Mr. Tisone's story with his father, who happened to be the Dean of Students at Catholic University. He then called Project SAFE and informed the owner that he wanted to meet with Mr. Tisone.

Mr. Tisone was admitted to the Catholic University of America and enrolled in an honor's dual degree program for International Economics and Finance, where he took an overload of courses with special permission from the Dean of the Program while continuing to build his business, RUB A DUB.[3]

Daniel is an extremely hard worker who takes great pride in his work. He put his heart, soul and all his resources into building a successful business that, pre-Covid, was in in many commercial office complexes in Washington DC, Maryland and Virginia and

[1] See Attachment 1 : NVCC Transcript

[2] See Attachment 2 : Letter by Gayle Alexander, Project SAFE

[3] See Attachment 3 : Letter by Andreas Widmer, Catholic University Professor / CUA Transcript

Florida operating from office buildings with some of the largest developers in Washington DC.[4],[5],[6],[7],[8],[9]

Unlike many others who engage in similar fraud, Daniel had legitimate businesses. His businesses, operating from commercial office buildings primarily in Washington DC, Maryland and Virginia were shut down during the pandemic due to office buildings being vacated by "work from home orders."

From the loss of his business and the uncertainty of the world, Daniel was desperate to obtain funds and resorted to manufacturing payroll and tax documents in order to qualify as he did not have proper payroll and accounting systems in place paying the majority of his workers in cash as they did not have access to traditional banking systems as a letter from a co-worker of Mr. Tisone, as well as a letter from Skill Source Group provided by the prosecutions discovery also attests to.

Daniel did use a portion of the Covid relief funds he obtained to pay employees, payroll taxes and operate a business.[10], [11],[12] He used the MSLP loan proceeds, in the amount of $1.5 million, to rent, renovate and sell homes, which netted Mr. Tisone's business significant returns in the amount of $1.9 million profit in 2021 alone.[13],[14]. The P&L of his business does not reflect that income as it was deferred using a 1031 exchange.

Daniel planned and intended to repay all loans pursuant to the loan terms. Prior to his arrest, he made scheduled interest payments on the MSLP loan on 1/10/2022 ($4,072.49), 02/10/2022 ($4,067.05), and 03/10/2022 ($3,687.67). Post arrest, after his accounts were frozen, he continued to make a payment on 05/16/2022 in the amount of $4,469.93 to

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[4] See Attachment 4 : JVA w/ Atlantic Services Group

[5] See Attachment 5 : Discovery letter to Trent Riechling from Brandywine Realty Trust

[6] See Attachment 6 : Reference letter by Edward Strittmatter from Brandywine Realty Trust

[7] See Attachment 7 : COI requests from Tower Companies properties

[8] See Attachment 8 : Reference letter from Matt Coursen, Managing Director, JLL Properties

[9] See Attachment 9 : Letter from William Akridge RE: Akridge Properties

[10] See Attachment 10 : Gusto Payroll

[11] See Attachment 11 : VRBO Rent Roll - 796 Ketch Dr

[12] See Attachment 12 : Contractor Invoices

[13] See Attachment 13 : Settlement Statements - Purchase / Sale of 796 Ketch Dr

[14] See Attachment 14 : Settlement Statements - Purchase / Sale of 1530 Mandarin Rd

Bank of Clarke County and worked to arrange a deferment on future payments which was granted.[15]

As stated in his letter to the Court, Mr. Tisone takes full responsibility for the fraud and deeply regrets his actions. He respects the court and took full responsibility without a trial. He deeply regrets ever taking any funds from the government and is extremely remorseful for the devastating consequences his actions had on his family and now the second business he has lost in addition to the victims of the offense.

He stands before the Court as an individual with sincere remorse, embarrassment, and regret for making poor decisions that now overshadows decades of diligence and hard work, including building both a family and a successful business that was fortunate enough to grow and employ so many within the community.[16], [17], [18]

II. ANALYSIS OF STATUTORY FACTORS AS APPLIED TO THIS CASE

A. Nature and Circumstances of the Offense, 18 U.S.C. §3553(a)(1)

Mr. Tisone was arrested on March 30, 2022, in relation to loan applications pursuant to PPP, EIDL and MSLP. He immediately accepted responsibility and never disputed the facts within the original indictment.

Mr. Tisone deeply regrets his decision to obtain funds fraudulently and is remorseful regarding any victims.

Mr. Tisone had operating businesses pre-Covid and used a great portion of the fraudulently obtained Covid relief funds to operate legitimate businesses within the spirit and intent of the program, paying employees, paying both state and federal payroll taxes and making sound business decisions that generated significant profits and economic activity.

The hundreds of criminal cases charged nationwide over the past year include overtly fraudulent statements on multiple PPP and/or Economic Injury Disaster Loan ("EIDL") applications with fraudulent shell companies, fake farms and many created bogus businesses. In contrast, Mr. Tisone's companies were legitimate, operating businesses that

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[15] See Attachment 15 : Letter from Valera Belcher, Bank of Clarke County

[16] See Attachment 16 : Letter from Grant Brosseau

[17] See Attachment 17 : Letter from Matt Parish

[18] See Attachment 18 : Letter from Tanya Costa

were greatly affected by the work from home orders. Not only was Mr. Tisone's companies eligible for Covid Relief of some sort, and although Mr. Tisone did misappropriate a portion of the funds for his own expenses, Mr. Tisone did in fact pay a significant sum of the loan proceeds on allowable expenses pursuant to the requirements of the CARES Act. It is important to note that up until his arrest, all loans remained performing.

Prior to his arrest, Mr. Tisone paid his loan payments on time, used $200,000 in payroll and remitted federal and state payroll taxes and paid $6,400.00 to accountants and book keepers to ensure his books and records were up to date moving forward submitting quarterly financial statements to Bank of Clark County.[19],[20]. Following the indictment and the freezing of Mr. Tisone's assets, he continued to work and use the income he made to make sporadic mortgage payments, loan payments when he could and marketed his properties for sale to with the intent to repay the entirety of the loan amounts prior to sentencing.[21]

Mr. Tisone successfully received an offer on 550 Starboard Dr. in the amount of $3,600,000 which is set to close post sentencing, but will credit roughly $1,500,000 towards restitution after realtor fee's and repayment of the mortgage.[22] Due to Hurricane Ian, rising interest rates, and inflation, the price was less than anticipated. Mr. Tisone also sold his boat for $153,402.00 which was also credited towards restitution.[23] Mr. Tisone also sold the vehicle he purchased for his mother immediately after arrest netting $1,399.95[24].

Unlike most federal fraud cases, extraordinary significant restitution well over $1.6M will have been made prior to sentencing.

The nature and circumstances of the instant offenses are unique in that Mr. Tisone has made and is able to make restitution in full if allowed to work. It was never Mr. Tisone's intent to harm the government.

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[19] See Attachment 19 : Accountant Invoices

[20] See Attachment 20 : Lawyer Invoices for Company Mergers, Loan Review

[21] See Attachment 21 : Payment Receipts for Mortgages, 550 Starboard Sales Contract

[22] See Attachment 22 : Mortgage Balance

[23] See Attachment 23 : Sale of Vessel

[24] See Attachment 24 : Sale of Lincoln Aviator Receipt

B. Characteristics of the Defendant, 18 U.S.C. §3553(a)(1)

Mr. Tisone does have a prior criminal history from when he was a teenager and, apart from those offenses, has led an exemplary life since those convictions over 15 years ago. He grew up in the Fairfax, Virginia area and currently resides in Naples with his fiancée and newborn son.

Mr. Tisone worked with troubled youth at a counseling center named Project SAFE [25], operated a local business, and has volunteered and served on advisory boards at his alma mater, Catholic University [26], as well as volunteering with at-risk youth in Orange, NJ [27].

Mr. Tisone is dedicated to his fiancée and newborn son. He adores his child and spends an immense amount of time with him. Mr. Tisone is also very passionate about giving back to his community as the letters from multiple individuals attest to.

When Mr. Tisone is not spending time with his family, he is at work. He has been working on multiple businesses since he was a kid. By all accounts, Mr. Tisone is an extremely driven, resilient individual who works incredibly hard to overcome his past decisions. Prior to Covid, he spent the past 6 years dedicating a massive amount of time, energy, and resources into growing successful businesses.

Mr. Tisone's entities were more than just a job. They were Mr. Tisone's only hope in the professional arena since he was a convicted felon. He started his business not on a whim, but out of necessity due to being shunned by all employers who rejected him due to his criminal history. He grew his business to be in a multitude of office buildings of major developers [28] where he caught the attention of Ford Motor Company with which he subsequently entered into a deal to provide his services to them through a software integration.[29],[30],[31].

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[25] Refer to Attachment 2 : Letter from Gayle Alexander from Project SAFE

[26] Refer to Attachment 3 : Letter from Andreas Widmer, Professor at Catholic University

[27] See Attachment 25 : Letter from Father Andrew DeSilva

[28] Refer to Attachments 6 through 9

[29] See Attachment 26 : April 30, 2019 Ford Motor Company Article - https://medium.com/cityoftomorrow/flipping-the-script-how-ford-is-bringing-more-services-directly-to-your-car-de468615e798

[30] See Attachment 27 : April 30, 2019 Forbes Article RE: Ford / RUB A DUB - https://www.forbes.com/sites/samabuelsamid/2019/04/30/ford-joins-the-in-car-delivery-movement-gets-more-connected-services/?sh=30e395bd3ade

[31] See Attachment 28 : Executed Ford Digital Services Agreement signed by Brett Wheatley

In late 2019, Ford Motor Company was in discussions to purchase Mr. Tisone's company, flying him to Detroit, MI and Palo Alto, CA to meet with key executives.[32] Once Covid arrived, those discussions were tabled and subsequently, Mr. Tisone lost everything he had worked so hard to build, through no fault of his own.

The multiple letters from Mr. Tisone's previous employees depict Mr. Tisone as a thoughtful, considerate and compassionate man who cares greatly for others.[33] The letters from property owners and vendors show that Mr. Tisone has an exceptional reputation in the construction community for his hard work, integrity and technical skills.[34]

In addition to his work, Mr. Tisone is also passionate about giving back to the community and helping others as many have attested to.

Daniel also provided a payment advance to another of his employees so she could continue paying her rent and avoid eviction as well as obtaining furniture for her home after it was decimated by Hurricane Ian.[35] Additionally, he also purchased educational courses for his employees so that they could increase their skills.[36]

Whether Mr. Tisone is volunteering his time to counsel troubled youth, renovating homes, providing jobs to disadvantaged workers [37], offering his help to a woman to prevent her from being evicted, gathering furniture donations for a victim of Hurricane Ian, giving a friend a job, or paying for educational courses to an employee so they can further their career, the one theme that runs through the letters of support provided to the Court is Mr. Tisone's generosity, kindness, and service to his community.[38]

He is a man who has made mistakes and poor choices but by all accounts, is a good person who contributes greatly to his community, his company, and his family. Mr. Tisone's desire to give back did not start at the inception of this case and it will not end after his sentencing.

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[32] See Attachment 29 : Amended Letter from Ford Legal Counsel detailing the verification of discussions regarding an acquisition

[33] Refer to Attachments 2,16, 17 and 18

[34] Refer to Attachments 6, 8, 9 and 16

[35] Refer to Attachment 18 Letter from Tanya Costa

[36] See Attachment 30 : Cash App Payment to Milan Vasich for Real Estate Broker Course

[37] See Attachment 31 : Discovery Letter to Trent Reichling from Skill Source Group

[38] See Attachment 32 : Letter from Katie Vincent

C. To reflect the seriousness of the offense, to promote respect for the law, and to provide just punishment for the offense. 18 U.S.C. § 3553(a)(2)(A).

Mr. Tisone understands the seriousness of his offenses. In assessing a "just" punishment, the Court should consider that these were non-violent offenses committed by a man facing the loss of his business through no fault of his own and significant barriers to gainful employment due to his past criminal history. Furthermore, a majority of the loans will be paid back resulting in a significantly reduced loss amount.

Mr. Tisone has worked diligently to pay off his debts and has taken extraordinary steps to make the loans whole, marketing and placing the property at 550 Starboard Drive under contract, so that he could pay off the existing mortgage and a large portion of the loans that he had received to minimize any financial risk to the bank or the government. He also marketed his office at 1001 10th Ave South. That property was unfortunately decimated by the recent hurricane. It has since been seized by the government.

Mr. Tisone has also been working to keep his family afloat. His property management business was once highly successful, but he can no longer operate it himself due to the repetitional harm and extensive negative press coverage. With regard to his contracting business, there are many factors involved in the decline including the damage to the Daniel's reputation from the criminal case [39], [40]. Mr. Tisone sold nearly all of his assets and is working diligently to ensure that he is able to generate an income.

The loss of his business that he spent the last 8 years of his life building, the inevitable loss of his ability to obtain business funding through banks, the significant amount of money paid in forfeiture and restitution, the loss of his home and office, and the substantial harm through extensive media coverage of this case resulting and the damage to his reputation are all significant punishments.

D. To afford adequate deterrence to criminal conduct. 18 U.S.C. §3553(a)(2)(B).

The prosecutions brought against Mr. Tisone have devastated him personally, professionally, and financially. The charges and intense negative media coverage surrounding the case have had a severe detriment on the business and on Mr. Tisone and his fiancée. Mr. Tisone already had to work overtime in order to provide for himself since he was a previously convicted felon that no employer wanted to hire. Rather than turn to crime, Mr. Tisone did everything in his power to live his life in a productive manner and give back to his community.

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[39] Refer to Attachment 17 : Letter from Matt Parish

[40] See Attachment 33 : Letter from Samantha Leigh Ford

A lengthy jail sentence is not necessary in this case and would not further the statutory goals of sentencing. As a result of this widely-reported case, the public now understands what can happen when the full prosecutorial force of the United States government is brought down upon an individual, and would-be violators have been deterred from engaging in similar conduct.

E. Protecting the public from further crimes. 18 U.S.C. § 3553(a)(2)(C)

Mr. Tisone does not present a risk of recidivism. His age, track record of improving himself, supportive family, and self-employment history show there is an extremely low risk that he will repeat the conduct that led to his arrest. Mr. Tisone took responsibility immediately for his actions and also took extraordinary steps to ensure full restitution was paid.

Mr. Tisone made a poor decision in obtaining loans, but the fact that he did pay employees and contractors during the covered period and use the funds for business purposes is significant. Unlike the majority of PPP prosecutions nationwide, where fake farms were made up, along with completely fictitious businesses and the funds squandered, Mr. Tisone's entities certainly qualified for some sort of Covid relief and he did use a large portion of the funds for the operation of a business.[41]

Furthermore, his cooperation with the Government by offering substantial assistance further supports the argument that he no longer intends on committing any future offenses. The Court can consider the low risk of recidivism when fashioning its sentence.

F. Kinds of Sentences Available, 18 U.S.C. §3553(a)(4)

The guideline imprisonment range calculated in the PSR is not commensurate to the crimes. Since Mr. Tisone is ineligible for probation, he could receive several sentences that would allow Mr. Tisone to continue to be there for his son and his fiancé.

The Court could impose a sentence of 12 months home confinement with work restrictions, along with numerous community service hours service to reach a just sentence.

Due to the devastation from Hurricane Ian, Mr. Tisone's previous experience with home renovations and construction, he would be able to give back to his community in a more productive manner than sitting in a prison by performing community service with Habitat for Humanity.

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[41] Refer to Attachments 10, 11, 12, 13, 14, 16 through 18, 19, 20 and 33

This suggestion is not one to nullify Mr. Tisone's conduct, but to ensure that Mr. Tisone's son and fiancée do not fall prey to the same fate as did Mr. Tisone by his father's absence from his life as a young boy. Also, a period of incarceration would result in Mr. Tisone unable to provide for his family.

A sentence as recommended above would allow Mr. Tisone to pay further forfeiture and continue to be a contributing member of society without being a financial burden to his fiancée and newborn baby.

This type of sentence is not uncommon. On July 7, 2017, Judge Corrigan gave a sentence of time served with 5 years of supervised release to Rashaad Simar Jones, a co-defendant in a drug conspiracy case that involved the trafficking of multiple kilograms of cocaine, who faced an applicable guideline range of 70 to 87 months. *See United States v. Jones, et al*, 3:16-cr-00104. Judge Corrigan also required Mr. Jones to participate in a 365 day home detention program.

This sentence was given absent a 5K motion for downward departure, which was filed in Mr. Tisone's case. This variance was granted based upon Mr. Jones' good character and the Court found that this sentence that was sufficient, but not greater than necessary, to achieve the statutory purposes of punishment and a just sentence.

G. Need to Avoid Unwarranted Sentencing Disparities

We would ask the Court to take into consideration not only the sentences that have been given in the few Covid Relief Fraud cases that have been prosecuted, but also the Government's disparate charging decisions. In researching PPP cases and sentences across the nation, the undersigned has yet to find a case that can plausibly be analogized to Mr. Tisone's case.

The criminal cases charged nationwide include overtly fraudulent statements on multiple PPP loan and EIDL applications including fraudulent shell companies, fake farms and proceeds being completely squandered on depreciating assets and shopping sprees.

In stark contrast, Mr. Tisone's companies were legitimate companies greatly affected by Covid work from home orders. Mr. Tisone's companies also paid its employees a large portion of the loan amount on allowable expenses during the covered period. Yet, Mr. Tisone's sentencing guidelines are starkly disparate from the PPP cases recently sentenced:

United States v. Crowther, No. 2:20-cr-00114-JLB-MRM, Middle District of Florida

- Defendant received twelve (36) months imprisonment of which he served (12) months.
- Defendant did not accept responsibility, taking his case to trial and being found guilty.
- Defendant did not cooperate with the government or receive a 5K.1 motion
- Defendant sought and received more than $2 million in a Payroll Protection Program (PPP) loans
- Within days of receiving the PPP funds, Crowther used a portion of the funds to purchase a 2020 40-foot catamaran boat for approximately $689,417
- Crowther created dozens of fake employees to whom he purportedly paid wages for whom he obtained fake identification documents -- including Social Security cards

United States v. Tarik Jaffaar, No. 1:20-cr-185-CMH, Eastern District of Virginia

- Defendant received twelve (12) months imprisonment.
- Mr. Jaffaar submitted eighteen (18) PPP loan applications to twelve financial institutions for four businesses, which were merely shell companies.
- The PPP loan applications included fake employment tax returns and payroll documents which claimed the business had a number of employees.
- Of the approximately $6.6 million sought, the financial institutions disbursed approximately $1.4 million.
- Additionally, between April 7, 2020, and April 15, 2020, the defendant and his wife submitted two EIDL loan applications for two of the shell entities to the SBA. As a result, one $10,000 EIDL advance was obtained from the SBA.
  The defendant and his wife were arrested in the parking garage across from Terminal 7 of John F. Kennedy International ("JFK") airport with 18 bags. The defendant had both his United States and Moroccan passports on his person. Ms. Jaworska had her United States and Polish passports on her person. In the various bags, law enforcement found $49,875.65 in cash, approximately 14 cell phones, and multiple laptops.
- The defendant did not pay any payroll with funds received

United States v. Shahank Rai, No. 1:21:cr-00009, Eastern District of Texas

- Defendant received twenty-four (24) months imprisonment.
- The defendant filed 2 PPP loan applications seeking $10 million and $3 million respectively.

- The defendant claimed to have 250 employees earning wages in each application when, in fact, no employees worked for his purported business.
- The defendant did not pay any payroll with funds received.

United States v. Latoya Stanley and Johnny Philus, No. 1:21-cr-20067, Southern District of Florida.

- Defendants were sentenced to eighteen (18) and thirty (30) months respectively.
- The defendants filed four (4) PPP and EIDL loan applications claiming nonexistent employees and payroll and received $1.1 million.
- The defendants resurrected defunct corporations to file applications and used fraudulent bank statements in support of the application.
- The defendants also filed EIDL loans claiming non-existent farming land.
- Investigators found notebooks full of personal identification information and over 70 credit cards in the names of third parties.
- The defendant did not pay any payroll with funds received.

United States v. Julio Lugo and Rosenide Venant, No. 8:21-mj-01295, Middle District of Florida (Tampa)

- Julio Lugo received 42 months imprisonment.
- He submitted at least seventy (70) false and fraudulent loan applications seeking PPP and EIDL funds.
- The fraudulent loan applications requested more than $5.8 million, including for shell companies established by Lugo, Venant, and their relatives.
- The conspirators also secured coronavirus relief funds for a defunct tax-preparation company that Lugo had previously used to perpetrate a tax fraud in or around 2015.
- The defendant paid off a luxury vehicle, spent more than $62,000 at casinos, and for other personal purposes. Additionally, the conspirators withdrew at least $320,000 in cash. Lugo publicized the misuse of the SBA funds in a Facebook video featuring a hotel room littered with $100 bills and at least $5,000 in merchandise from Louis Vuitton.
  The defendant did not pay any payroll with funds received.

United States v. Nadine Consuelo Jackson, No. 3:20-cr-00112-MJN, Southern District of Ohio

- Defendant received twenty-four (24) months imprisonment.

- Ms. Jackson applied to First Home Bank for a PPP loan of $1,315,491.12 (received $1,021,300) and also applied for an EIDL loan.
- Submitted false Wage and Tax Reports and false personal tax returns.
- Submitted a second PPP loan application for $1,236,817.
- The defendant did not pay any payroll with funds received.

The Justice Department has also used prosecutorial discretion when prosecuting legitimate companies. On January 12, 2021, the District of California entered into a civil settlement with SlideBelts, Inc., an internet retail company who lied about bankruptcy on its PPP application. *https://www.justice.gov/usao-edca/pr/eastern-district-california-obtains-nation-s-first-civil-settlement-fraud-cares-act.* The company and Brigham Taylor, the company's president and CEO, have agreed to pay the United States a combined $100,000 in damages and penalties to resolve allegations that they committed fraud.

H. Restitution

Mr. Tisone, through restitution already obtained, as well as forfeited assets, is able to pay nearly every lender and loan back should he be allowed to continue to work. Mr. Tisone is asking the court to allow him to remain at home under confinement and perform extensive community service to assist with the damage from Hurricane Ian.

I. Good works, pursuant to U.S.S.G. §§5H1.6 and 5H1.11

The defendant should receive a downward departure due to his prior civic service. The defendant's commitment to serving his community prior to the criminal activity in question demonstrates a genuine desire to contribute positively to society and shows that his actions were an aberration, rather than a pattern of criminal behavior.

The defendant has a long history of volunteering for various civic organizations, including local troubled adolescent groups (Project SAFE), his alma mater (Catholic University) and for church groups (Orange, NJ Church Group) as previously mentioned. Mr. Tisone has spent countless hours helping others and giving back to the community. His record of civic service is a testament to his character and demonstrates that he is a person of good moral character who is committed to making a positive impact on the world.

Furthermore, the defendant's civic service has directly benefited many people in the community. His work with troubled youth and community organizations has helped to deter criminal activity, provide advice for young teens facing hardship, and those seeking jobs. The defendant has been a role model and mentor to many young people in the community, inspiring them to give back and make a difference in the world.

While the defendant's criminal conduct cannot be excused or condoned, it is important to consider their prior civic service when imposing a sentence. A downward departure is appropriate in this case because it recognizes that the defendant's criminal behavior is not indicative of their character or values, but rather a momentary lapse in judgment.

In addition, a downward departure in this case would serve the interest of justice by promoting rehabilitation and reducing the likelihood of recidivism. The defendant has expressed remorse for his actions and has shown a willingness to take responsibility for his wrongdoing. A sentence that considers his prior civic service would help to reinforce the importance of community involvement and encourage the defendant to continue to give back to society.

J. DEPENDENCE UPON CRIMINAL ACTIVITY FOR A LIVELIHOOD pursuant to U.S.S.G. §5H1.9

Another mitigating factor for the Court to consider is Mr. Tisone's dependence on criminal activity for a livelihood, as outlined in the §5H1.9 of the U.S. Sentencing Guidelines.

Because of Mr. Tisone's prior criminal conviction, which has made obtaining legitimate employment extremely challenging if not impossible, he has struggled to find gainful employment in spite of his criminal record. Despite efforts to reform and turn his life around, he found limited options to provide for himself and his family. Therefore, he built a business from scratch over the span of 6 years while studying as a full time college student in an extremely difficult dual degree honors program at Catholic University.

The Covid-19 pandemic only exacerbated his situation, causing widespread economic disruption and leading to a significant loss of employment opportunities, particularly for individuals with criminal records. Mr. Tisone's business, which he had started as a means of supporting himself and his family, was significantly impacted by the pandemic and ultimately was closed completely.

In the face of mounting financial pressures and limited options for employment, my client turned to covid relief funds and criminal activity as a means of providing for himself and his family. Although this is not a justifiable excuse for his actions, it is a mitigating factor that should be taken into consideration in the sentencing process.

V. ADVISORY GUIDELINES CALCULATIONS

As the Court is aware, pursuant to *United States v. Booker*, 543 U.S. 220 (2005), the guidelines are solely advisory in nature. *See*, *e.g.*, *Moore v. United States*, 871 F. 3d 72, 74 (1st Cir. 2017) (noting that *Booker* made the guidelines advisory). Some of the items that aren't considered in the current sentencing guidelines in this matter include:

1) Mr. Tisone's financial status continues to change because of supply chain interruptions and material shortages in the construction industry. This is a direct result of the pandemic that has had (and is continuing to have) a devastating financial impact on Mr. Tisone's business and his ability to finish projects and collect accounts receivable in addition to being fired from projects upon the clients seeing the extensive media coverage in this case.

2) The loss amounts should be calculated as the "actual loss". Intended loss is defined as "pecuniary harm that the defendant purposely sought to inflict." Following the 2015 amendment, that specifically includes a ***subjective element***. USSG App. C, amend. 792 (effective Aug. 1, 2015). In this context, "[o]btaining a loan fraudulently is different from stealing property outright, because defendants who fraudulently obtain loans often intend to repay them in full." *United States v. Harris*, 597 F.3d 242, 254 (5th Cir. 2010) (citing *United States v. Henderson*, 19 F.3d 917, 928 (5th Cir. 1994)). Thus, "where the defendant intends to repay the loan or replace the property, the intended loss is zero." *Id.*; *United States v. Kraus*, 656 Fed. Appx. 736, 739 (6th Cir. 2016) ("[i]n the context of loan-related fraud, 'intended loss is the amount the defendant subjectively intended not to pay.'") (citations omitted); *United States v. Haddock*, 12 F.3d 950, 963 (10th Cir. 1993) (government failed to prove intended loss where evidence suggested the defendant intended to repay loans); *United States v. Monk*, No. 2:20-CR-22-WKW, 2020 U.S. Dist. LEXIS 121489 *22 (M.D. Ala. July 10, 2020) (no intended loss where government presented no evidence of intended loss and, moreover, the evidence established that the defendant intended to benefit the victim by using loan proceeds to delay reporting of separate loan losses, in the hopes that the delay would buy the victim time to increase its assets to cover is losses); *United States v. Hughes*, 775 F. Supp. 348, 351-52 (E.D. Cal. 1991) (refusing sentencing enhancement where falsified loan applications resulted in no loss, because "'[g]ross receipts are not the same thing as 'loss.'").

All evidence shows that Mr. Tisone always intended to repay the loans provided. There is no evidence, much less a preponderance of the evidence, to suggest otherwise. As a result, there is no intended loss. Similarly, there is evidence that the actual loss will be much less due to the sale of assets Mr. Tisone arranged prior to sentencing. A large number of the loans received are able to be paid back through the successful sale of Mr. Tisones assets as well as through the forfeiture of his office condo.

Any such loss should be further reduced by the value of Mr. Tisone's previous loan payments. *See United States v. Near*, 708 Fed. Appx. 590, 603-604 (11th Cir. 2017);

(affirming finding of no loss, despite misuse of federal grant money, where value of defendant's services exceeded the amount of any loss suffered by the government); see also U.S.S.G. 2B1.1 n.3(E)(i) ("Loss shall be reduced by the following: The money returned, and the fair market value of the property returned and the services rendered, by the defendant or other persons acting jointly with the defendant, to the victim before the offense was detected").

3) Mr. Tisone deserves acceptance of responsibility reductions for his plea.

4) Mr. Tisone cooperated extensively with the government and a motion for a 5K reduction has been filed. Mr. Tisone will be requesting that the Court reduce Mr. Tisone's sentence commiserate with his cooperation.

VI. CONCLUSION

Mr. Tisone respectfully request that this Court sentence Mr. Tisone to a period of 12 months home confinement along with significantly community service and other non-prison sanctions that this Court deems appropriate.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via CM/ECF to: United States Attorney's Office, AUSA Trenton Reichling and Probation Officer Nick Stevens, this 20th day of February, 2023.

Respectfully submitted,
LAW OFFICES OF MARK EIGLARSH
3107 Stirling Road
Suite 207
Fort Lauderdale, Florida 33312
Telephone: (954) 500-0003
Facsimile: (305) 674-0102
Email: Mark@EiglarshLaw.com

BY: _/S/_***MARK EIGLARSH***_______________
MARK EIGLARSH
Florida Bar No.: 956414

Attachment 1

Virginia's Community Colleges

VCCS Credit Unofficial Transcript

Name: **Tisone,Daniel Joseph** **Student ID:** **5227455**

Birthdate: 04/02/1987
Student Address: 7514 Gresham St
Springfield, VA 22151-2911

Institution Info: Northern Virginia Community College
4001 Wakefield Chapel Road
Annandale, VA 22003
Institution ID: 232946

Print Date: 12/29/2022

Test Credits

Posted 2005 Fall

Test	Test Component	Score	Date	VCCS Course	Description	Units	Grade
COMPASS	NV COMPASS Pre-Alg	17.00	08/25/2005	MTH PAR1	OK for MTH 1 & 2	0.000	PT

Posted 2005 Fall

Test	Test Component	Score	Date	VCCS Course	Description	Units	Grade
COMPASS	NV COMPASS Rdg	93.00	08/25/2005	ENG RR5	OK for ENG 111 Honors if WR5	0.000	PT

Posted 2005 Fall

Test	Test Component	Score	Date	VCCS Course	Description	Units	Grade
COMPASS	NV COMPASS Wrtng	92.00	08/25/2005	ENG WR4	OK for ENG 111 if RR3+	0.000	PT

Posted 2005 Fall

Test	Test Component	Score	Date	VCCS Course	Description	Units	Grade
Self ACT	Composite	19.00	08/22/2005			0.000	

Posted 2005 Fall

Test	Test Component	Score	Date	VCCS Course	Description	Units	Grade
Self SAT	MSAT	480.00	08/22/2005			0.000	

Posted 2005 Fall

Test	Test Component	Score	Date	VCCS Course	Description	Units	Grade
Self SAT	VSAT	500.00	08/22/2005			0.000	

Credit Record

2005 Fall

Academic Plan: Non-Degree Transfer Student Non-Curricular

Course		Description	Attempted	Earned	Grade	Points
BIO	101	General Biology I	0.000	0.000	W	0.000
ENG	111	College Compositn I Repeated Course	0.000	0.000	(F)	0.000
HIS	121	U.S. History I Repeated Course	0.000	0.000	(F)	0.000
ITE	115	Intro Computer Appl/Concepts Repeated Course	0.000	0.000	(F)	0.000
SPD	110	Intro to Speech Comm	0.000	0.000	W	0.000

			Attempted	Earned	GPA Units	Points
Term GPA	0.000	Term Totals	0.000	0.000	0.000	0.000
Cum GPA	0.000	Cum Totals	0.000	0.000	0.000	0.000

Virginia's Community Colleges

VCCS Credit Unofficial Transcript

Name: **Tisone,Daniel Joseph** **Student ID: 5227455**

Academic Standing Effective 01/03/2006: Academic Warning

2013 Spring

Academic Plan: AA-Liberal Arts Major
Academic Plan: AS-Business Administration Major

Course		Description	Attempted	Earned	Grade	Points
ACC	211	Prin. of Acctg. I	3.000	3.000	A	12.000
BUS	100	Intro to Business	3.000	3.000	A	12.000
ECO	201	Princ of Macroecon	0.000	0.000	W	0.000
PED	116	Fitness And Wellness	2.000	2.000	A	8.000

			Attempted	Earned	GPA Units	Points
Term GPA	4.000	Term Totals	8.000	8.000	8.000	32.000
Cum GPA	4.000	Cum Totals	8.000	8.000	8.000	32.000

Academic Standing Effective 05/16/2013: Academic Probation

Academic Standing Effective 05/16/2013: Good Standing

Academic Standing Effective 05/29/2013: Good Standing

Academic Standing Effective 10/01/2013: Good Standing

2013 Summer

Academic Plan: AA-Liberal Arts Major
Academic Plan: AS-Business Administration Major

Course		Description	Attempted	Earned	Grade	Points
ACC	212	Prin. of Acctg. II	3.000	3.000	A	12.000
ECO	201	Princ of Macroecon	3.000	3.000	A	12.000
ECO	202	Prin of Microecon	3.000	3.000	A	12.000
ENG	112	Coll Composition II	3.000	3.000	A	12.000
GOL	135	Field Stdies in Geol Topic: BldgStons,HistQuar,OutcrpsBALT	1.000	1.000	A	4.000
HIS	122	U.S. History II	3.000	3.000	A	12.000

			Attempted	Earned	GPA Units	Points
Term GPA	4.000	Term Totals	16.000	16.000	16.000	64.000
Cum GPA	4.000	Cum Totals	24.000	24.000	24.000	96.000

Academic Standing Effective 08/15/2013: Good Standing

2013 Fall

Academic Plan: AA-Liberal Arts Major
Academic Plan: AS-Business Administration Major

Course		Description	Attempted	Earned	Grade	Points
ENG	236	Intro to the Short Story	3.000	3.000	A	12.000
MTH	151	Math For Lib Arts I	0.000	0.000	W	0.000

			Attempted	Earned	GPA Units	Points
Term GPA	4.000	Term Totals	3.000	3.000	3.000	12.000
Cum GPA	4.000	Cum Totals	27.000	27.000	27.000	108.000

Academic Standing Effective 01/02/2014: Good Standing

2014 Spring

Academic Plan: AA-Liberal Arts Major
Academic Plan: AS-Business Administration Major

Course		Description	Attempted	Earned	Grade	Points
MTH	151	Math For Lib Arts I	0.000	0.000	W	0.000
PED	100	Pilates	0.000	0.000	W	0.000
PED	111	Weight Training I	0.000	0.000	W	0.000

Virginia's Community Colleges

VCCS Credit Unofficial Transcript

Name: **Tisone,Daniel Joseph** **Student ID:** **5227455**

			Attempted	Earned	GPA Units	Points
Term GPA	0.000	Term Totals	0.000	0.000	0.000	0.000
Cum GPA	4.000	Cum Totals	27.000	27.000	27.000	108.000

2016 Summer

Academic Plan: AA-Liberal Arts Major
Academic Plan: AS-Business Administration Major

Course		Description	Attempted	Earned	Grade	Points
SPA	201	Inter Spanish I	3.000	0.000	F	0.000

			Attempted	Earned	GPA Units	Points
Term GPA	0.000	Term Totals	3.000	0.000	3.000	0.000
Cum GPA	3.600	Cum Totals	30.000	27.000	30.000	108.000

Academic Standing Effective 08/11/2016: Academic Warning

Milestones

Phi Theta Kappa - International Honor Society
Status: Completed

End of VCCS Credit Unofficial Transcript

Virginia's Community Colleges

VCCS Non-Credit Unofficial Transcript

Name: **Tisone,Daniel Joseph** **Student ID:** **5227455**

Birthdate:	04/02/1987
Student Address:	7514 Gresham St Springfield, VA 22151-2911
Institution Info:	Northern Virginia Community College 4001 Wakefield Chapel Road Annandale, VA 22003
Institution ID:	232946
Print Date:	12/29/2022

End of VCCS Non-Credit Unofficial Transcript

Attachment 2

Project SAFE: Strategies Aimed at Family Empowerment
635 S Washington St
Alexandria VA 22314
www.projectsafe4u.com

To Whom It May Concern: February 15, 2023

I am writing on behalf of Daniel Tisone. I have known Daniel since he was 16 years old. Daniel has Attention Deficit Disorder, combined type ICD-10 F90.2 which greatly effected his ability to do well in school. He was an athlete which helped him feel successful. However, his father never understood the disorder and often yelled and harshly punished Daniel. Daniel's father was an inconsistent parent who used anger and conditional love as motivators. Daniel vowed to be different from his father and his abusive parenting style.

Daniel started college at Hofstra playing lacrosse. This did not end well due to his inability to focus, difficulty with organization and time management, and his impulsivity in decision making. All of these unmanaged ADD traits created challenges that impeded his academic success. Later on, due to life circumstances and poor decisions, Daniel developed Post Traumatic Stress Disorder ICD-10 F43.12.

Daniel has always been an out of the box creative thinker with a heart toward people. He is always looking to lift people up especially anyone he employs. Since Daniel did not complete his degree, it was a priority for him to continue. When he came back to Virginia his great desire was to finish his college education. He advocated and work hard to get himself into The Catholic University. Furthermore, he was a guest speaker in a High School Boys Therapy Group at Project SAFE to share his story with other troubled teens, many of whom also had ADD. Daniel did such a great job that he continued to volunteer at Project SAFE attending the weekly therapy group as an "older" mentor to these boys. He openly gave of himself.

Dan got into Catholic and was finally able to complete his education with a business degree. After he graduated, he tried to find the right job. There were numerous rejections and disappointments but this path led him to open his own business. This was where Daniel thrived. His creative mind coupled with his fantastic managerial style opened doors. Daniel felt he was finally making his way. Then COVID-19 hit. This devastated his business and the people who worked for him. COVID was the unexpected disaster of our century. Many people suffered loss, emotional distress and fear of the future. Now that things are turning a corner for the better, Daniel's hope is to continue to forge his path forward in order to take care of his family.

I hope this letter sheds some light on who Daniel Tisone is, a truly remarkable human being.

Warm Regard,
Gayle Alexander LPC, ACS, MA
VA # 0701004236

Attachment 3

CIOCCA CENTER
FOR PRINCIPLED ENTREPRENEURSHIP

THE CATHOLIC UNIVERSITY OF AMERICA

November 7, 2022

Honorable Sheri Polster Chappell
Middle District of Florida
Re: sentencing of Daniel Joseph Tisone, Case #: 2:22-cr-00039-SPC-NPM

Your Honor:

I am writing with regard to Daniel Joseph Tisone. Daniel was my student six years ago, in 2016, when he was pursuing his Bachelors degree in Business Administration at The Catholic University of America. During that time, I came to know Daniel as an intelligent and positive person. He actually started his company RubaDub during his time as a student, and as I was his entrepreneurship professor, I advised him early on in his endeavor. In my observation of Daniel, he was a person of character. I was especially impressed by his concern for others. He volunteered to help other students, agreed to get involved in our extracurricular activities as the owner of a startup business after he graduated, and in general approached others with an attitude of cheerful helpfulness and sincerity. While I did not have access to his overall academic performance, I can say that he excelled in my classes and behaved himself honorably and always looked out for others during the semester.

I learned with great joy that he has recently become a dad, but also, painfully, that he was facing the charges that are now in front of you. While it is not my place nor competence to speak of the situation you have to decide on, I would like to put in a good word for Daniel and for his little son.

I always thought that Daniel would become a great dad. He exemplified the behaviors I believe are so important in a good dad: a good character, readiness to sacrifice for others, the ability to show vulnerability, and most importantly the readiness to commit and to love. As a professor, I've observed over the years how often the students in my classes who struggle with their studies and struggle with life in general also have absent fathers. Absent fatherhood is unfortunately a vicious cycle that often repeats itself, and it's painful to watch, as I'm sure I don't have to tell you. I would therefore like to plea for leniency on behalf of Daniel, whom I've known to be a good person, but most especially on behalf of his son, that he get to have his father, Daniel, present as he grows up.

Respectfully yours,
A. Widmer
Andreas Widmer
Professor of Entrepreneurship

620 Michigan Ave., N.E. Washington, DC 20064

THE CATHOLIC UNIVERSITY OF AMERICA

Unofficial Transcript

Name: **Daniel Tisone**
Student ID: **2569043**

Birthdate: 04/02
Print Date: 12/29/2022
Send To:

Degrees Awarded

Degree: Bachelor of Science
Confer Date: 01/31/2017
Major: International Economics and Finance - Honors (BS)

Beginning of Undergraduate Record

Fall 2014 (08/25/2014- 12/13/2014)

Program: School of Business & Economics
Major: Marketing (BSBA)

Course		Description	Attempted	Earned	Grade	Points
MATH	108	Elementary Functions Instructor: Anita M. Shagnea	3.000	3.000	B	9.000
MGT	199	SuperCurriculum & Career Dev Instructor: Marykate Conroy	0.000	0.000	P	0.000
MGT	323	Management - Theory & Practice Instructor: Robert F. Powers	3.000	3.000	A	12.000
MGT	345	Marketing Management Instructor: John Wesley Yoest	3.000	3.000	A	12.000
PHIL	201	The Classical Mind Instructor: Jeffrey Dirk Wilson	3.000	3.000	A-	11.100

Transfer Credit from Northern Virginia Community College, VA
Applied Toward School of Business Program

Course		Description	Attempted	Earned	Grade	Points
ACCT	305	Introductory Accounting	3.000	3.000	T	0.000
ACCT	306	Introductory Managerial Acctg	3.000	3.000	T	0.000
ECON	101	Principles of Macroeconomics	3.000	3.000	T	0.000
ECON	102	Principles of Microeconomics	3.000	3.000	T	0.000
ENG	101	Writing: Logic and Rhetoric	3.000	3.000	T	0.000
MGT	218	Vocation of Business	3.000	3.000	T	0.000
Course Trans GPA:	0.000	Transfer Totals:	18.000	18.000		0.000

Transfer Credit from North Country Comm College, NY
Applied Toward School of Business Program

Course		Description	Attempted	Earned	Grade	Points
ART	201	Drawing & Composition I	3.000	3.000	T	0.000
DR	205	Intro to Speech Communications	3.000	3.000	T	0.000
HIST	280	The US in the 19th Century	3.000	3.000	T	0.000
MATH	114	Probability and Statistics	3.000	3.000	T	0.000
Course Trans GPA:	0.000	Transfer Totals:	12.000	12.000		0.000

			Attempted	Earned	GPA Units	Points
Term GPA	3.675	Term Totals	12.000	12.000	12.000	44.100
Transfer Term GPA		Transfer/Test/Other Totals	30.000	30.000	0.000	0.000
Combined GPA	3.675	Combined Totals	42.000	42.000	12.000	44.100

			Attempted	Earned	GPA Units	Points
Cum GPA	3.675	Cum Totals	12.000	12.000	12.000	44.100
Transfer Cum GPA		Transfer/Test/Other Totals	30.000	30.000	0.000	0.000
Combined Cum GPA	3.675	Combined Totals	42.000	42.000	12.000	44.100

Spring 2015 (01/12/2015- 05/09/2015)

Program: School of Business & Economics
Major: International Economics and Finance - Honors (BS)

Course		Description	Attempted	Earned	Grade	Points
CLAS	313	Roman Lit in Translation Instructor: Joseph F. O'Connor	3.000	3.000	B	9.000
MATH	111	Calculus for Social-Life Sci I Instructor: Anita M. Shagnea	3.000	3.000	A	12.000
MGT	299	SuperCurriculum & Career Dev Instructor: Marykate Conroy	0.000	0.000	P	0.000
MGT	301	Ethics in Business and Econ Instructor: Andreas Widmer	3.000	3.000	A-	11.100
PHIL	202	The Modern Mind Instructor: Jeffrey Dirk Wilson	3.000	3.000	D	3.000
TRS	201	Faith Seeking Understanding Instructor: Lawrence J King	3.000	3.000	A	12.000

THE CATHOLIC UNIVERSITY OF AMERICA

Unofficial Transcript

Name: **Daniel Tisone**
Student ID: **2569043**

			Attempted	Earned	GPA Units	Points
Term GPA	3.140	Term Totals	15.000	15.000	15.000	47.100
Transfer Term GPA		Transfer/Test/Other Totals	0.000	0.000	0.000	0.000
Combined GPA	3.140	Combined Totals	15.000	15.000	15.000	47.100

			Attempted	Earned	GPA Units	Points
Cum GPA	3.378	Cum Totals	27.000	27.000	27.000	91.200
Transfer Cum GPA		Transfer/Test/Other Totals	30.000	30.000	0.000	0.000
Combined Cum GPA	3.378	Combined Totals	57.000	57.000	27.000	91.200

Summer 2015 (05/11/2015- 08/15/2015)

Program: School of Business & Economics
Major: International Economics and Finance - Honors (BS)

Course		Description	Attempted	Earned	Grade	Points
MGT	226	Financial Management Instructor: Reza Saidi	3.000	3.000	A-	11.100
TRS	280	The Religious Quest Instructor: Christopher J. Born	3.000	3.000	B	9.000
TRS	306	War and Violence in the OT Instructor: David A Bosworth	3.000	3.000	B-	8.100

			Attempted	Earned	GPA Units	Points
Term GPA	3.133	Term Totals	9.000	9.000	9.000	28.200
Transfer Term GPA		Transfer/Test/Other Totals	0.000	0.000	0.000	0.000
Combined GPA	3.133	Combined Totals	9.000	9.000	9.000	28.200

			Attempted	Earned	GPA Units	Points
Cum GPA	3.317	Cum Totals	36.000	36.000	36.000	119.400
Transfer Cum GPA		Transfer/Test/Other Totals	30.000	30.000	0.000	0.000
Combined Cum GPA	3.317	Combined Totals	66.000	66.000	36.000	119.400

Fall 2015 (08/31/2015- 12/19/2015)

Program: School of Business & Economics
Major: International Economics and Finance - Honors (BS)

Course		Description	Attempted	Earned	Grade	Points
ECON	241	Intermed Macroeconomic Theory Instructor: Michael Barker	3.000	3.000	C	6.000
ECON	242	Intermed Micro Theory Instructor: Ernest M. Zampelli	3.000	3.000	C+	6.900
ECON	363	Principles of Econometrics Instructor: Ava Gail Cas	3.000	3.000	A-	11.100
FIN	332	Investment Analysis Instructor: Jamshed Yunas Uppal	3.000	3.000	A	12.000
FIN	389	International Corp Finance Instructor: Luanne Zurlo	3.000	3.000	A-	11.100
MATH	112	Calculus for Social-Life Sc II Instructor: Jonathan A. Huang	3.000	3.000	C+	6.900

			Attempted	Earned	GPA Units	Points
Term GPA	3.000	Term Totals	18.000	18.000	18.000	54.000
Transfer Term GPA		Transfer/Test/Other Totals	0.000	0.000	0.000	0.000
Combined GPA	3.000	Combined Totals	18.000	18.000	18.000	54.000

			Attempted	Earned	GPA Units	Points
Cum GPA	3.211	Cum Totals	54.000	54.000	54.000	173.400
Transfer Cum GPA		Transfer/Test/Other Totals	30.000	30.000	0.000	0.000
Combined Cum GPA	3.211	Combined Totals	84.000	84.000	54.000	173.400

THE CATHOLIC UNIVERSITY OF AMERICA

Unofficial Transcript

Name: **Daniel Tisone**
Student ID: **2569043**

Spring 2016 (01/11/2016- 05/07/2016)

Program: School of Business & Economics
Major: International Economics and Finance - Honors (BS)

Course		Description	Attempted	Earned	Grade	Points
ECON	243	Intermed Macroecon II Instructor: Michael Barker	3.000	3.000	B-	8.100
ECON	244	Inter Microeconomic Instructor: Kevin F. Forbes	3.000	3.000	B-	8.100
ECON	481	International Finance Instructor: Martha C. Cruz-Zuniga	3.000	3.000	B+	9.900
FIN	336	Corporate Finance II Instructor: Reza Saidi	3.000	3.000	A-	11.100
FIN	342	Fincl Markets & Institutions Instructor: Jamshed Yunas Uppal	3.000	3.000	A	12.000
FIN	498	Undergraduate Comps	0.000	0.000	P	0.000
PHIL	311	Contemporary Moral Issues Instructor: Angela McKay Knobel	3.000	3.000	B	9.000

			Attempted	Earned	GPA Units	Points
Term GPA	3.233	Term Totals	18.000	18.000	18.000	58.200
Transfer Term GPA		Transfer/Test/Other Totals	0.000	0.000	0.000	0.000
Combined GPA	3.233	Combined Totals	18.000	18.000	18.000	58.200

			Attempted	Earned	GPA Units	Points
Cum GPA	3.217	Cum Totals	72.000	72.000	72.000	231.600
Transfer Cum GPA		Transfer/Test/Other Totals	30.000	30.000	0.000	0.000
Combined Cum GPA	3.217	Combined Totals	102.000	102.000	72.000	231.600

Fall 2016 (08/29/2016- 12/17/2016)

Program: School of Business & Economics
Major: International Economics and Finance - Honors (BS)

Course		Description	Attempted	Earned	Grade	Points
HIST	222	Mod Euro History, 1789-Present Instructor: Arpad Stephan Attila Von Klimo	3.000	3.000	B+	9.900
HIST	235	Medieval World Instructor: Katherine L. Jansen	3.000	3.000	C	6.000
MKT	349	Personal Selling Instructor: Patrick F. Mcglynn	3.000	0.000	F	0.000
MKT	350	Digital Marketing Instructor: Timothy J. McGovern Instructor: Gabriella G Herrera	3.000	0.000	W	0.000

			Attempted	Earned	GPA Units	Points
Term GPA	1.767	Term Totals	12.000	6.000	9.000	15.900
Transfer Term GPA		Transfer/Test/Other Totals	0.000	0.000	0.000	0.000
Combined GPA	1.767	Combined Totals	12.000	6.000	9.000	15.900

			Attempted	Earned	GPA Units	Points
Cum GPA	3.056	Cum Totals	84.000	78.000	81.000	247.500
Transfer Cum GPA		Transfer/Test/Other Totals	30.000	30.000	0.000	0.000
Combined Cum GPA	3.056	Combined Totals	114.000	108.000	81.000	247.500

Undergraduate Career Totals

Cum GPA:	3.056	Cum Totals	84.000	78.000	81.000	247.500
Transfer Cum GPA		Transfer/Test/Other Totals	30.000	30.000	0.000	0.000
Combined Cum GPA	3.056	Combined Totals	114.000	108.000	81.000	247.500

End of Unofficial Transcript

Attachment 4

RUB A DUB is the #1 Amenity for Office Buildings

Make your property a great place to work

100+ properties choose RUB A DUB as an amenity

BENEFITS FOR PROPERTY

+ Attract and retain tenants
+ Remove liability from property owner
+ Improve parking structure

BENEFITS FOR YOUR TENANTS

+ Save time with 3-click scheduling
+ Peace of mind knowing all vendors are insured
+ Achieve personal sustainability goals with waterless service
+ Maximize time at work as well as with family
+ Cut hours in commute & wait times

FEATURED CUSTOMERS

JLL, brandywine Realty Trust, Transwestern, Akridge Invested., JBG Smith, Monument Parking

There's an amenities arms race today. Are you ready?

Amenities are becoming a popular benefit that today's tenants not only seek, but also take into consideration as part of the property selection process.

Adding RUB A DUB as an amenity to your property attracts and retains tenants.

10X growth in **4** years in Ride Share / Car Sharing

Your Property Needs an On-Site Car Care Center

As the number of car sharing and ride share services increase, this new wave of technology-savvy, environmentally conscious vehicle owners will make up a growing proportion of your parking structure.

These services require vehicle cleaning and care which often occur on your property without proper insurance and in violation of the Federal Clean Water Act as well as zoning regulations. Further, there is no transparency of services occurring on the property. Your building needs a designated, on-site car care center with insurance that meets property COI requirements and complies with Federal, State and City ordinances with an oversight system.

RUB A DUB Can Help

RUB A DUB offers the perfect solution for properties by providing an Amenity Bay and on-demand car care software as a tenant amenity. We align with LEED, Federal & State Water Usage & Chemical Discharge Laws and provide complete transparency through our partner portal.

"Our clients could not be happier with the level of service provided by the RUB A DUB team. They have proven to be a first class amenity for both tenants and guests of our buildings. They truly are a value added service and a great addition each of our locations. Please feel free to contact me if should you have any additional questions.

—Edward Strittmatter
Brandywine Realty Trust

WHY RUB A DUB?

+ Best-in-class car care amenity in the market
+ Customizable and turnkey solution for workplaces
+ Area's largest and most established car care network
+ Access control feature to secure your property from unauthorized vendors
+ Managed services to create a completely turnkey and hassle- free solution
+ Service guarantee with remote support for your property
+ EPA & Zoning Compliance
+ 24/7 driver support, making it hassle-free for you
+ Superior experience for your tenants, with real-time availability via mobile app / website with premium features

Don't Get Just an Amenity Bay - Get RUB A DUB

RUB A DUB Car Care Services are not just an amenity bay, it is a smart station that allows you to control who enters the property and gives you the protection you need to offer car care services. Vendors whom are part of the RUB A DUB network are vetted, insured and comply with Federal, State, City & Zoning requirements which prevents the property from being held liable for fines up to $50,000. Further, RUB A DUB provides a managed solution that offers a variety of car care services on-demand that make the amenity hassle-free for you and convenient for your tenants.

Products & Services

+ RUB A DUB Commercial Amenity Bay
+ RUB A DUB Vendor Marketplace
+ RUB A DUB Fleet Management Portal

For More Information

Call +1+571-336-7059

Email info@rubadub.com

Visit rubadub.com

RUB A DUB HOLDINGS, INC.
1676 International Drive, PH
McLean, VA, 22031
rubadub.com

Joint Venture Agreement

This Joint Venture Agreement ("Agreement"), made on July 21, 2017 by and between RUB A DUB Holdings Inc. (sometimes referred herein to as "Holdings"), of 9445 Fairfax Blvd, Fairfax, Virginia 22031 and Atlantic Services Group, Inc. (sometimes referred to herein as "ASG" or "Atlantic" or "Atlantic Parking"), of 4200 Wisconsin Ave NW Suite 550, Washington, District of Columbia 20016. The parties are hereinafter sometimes referred to together as the "Joint Venturers" or the "Parties" and individually as a "Joint Venturer" or "Party."

The Parties wish to establish a Joint Venture for the purpose set forth below (the "Joint Venture"); and

The Parties wish to enter into this Agreement to carry out the purpose of the Joint Venture and to define the respective rights and obligations of the Parties with respect to the Joint Venture and the Parties desire and intend this Agreement to constitute a written operating agreement within the meaning of section 13.1-1023 of the Virginia Limited Liability Company Act.

Therefore, in consideration of the mutual promises, covenants, warran;ties and conditions herein, the Joint Venturers agree as follows:

Name. The parties hereby form and establish a Joint Venture to be conducted under the name of and through RUBADUB Atlantic LLC, a Virginia limited liability company formed to hold the assets of conduct the business and operations of the Joint Venture LLC (hereinafter referred to as the "Joint Venture" or "LLC"). The Joint Venturers, each a member of the LLC, agree that the legal title to the Joint Venture property and assets, including the Joint Venture itself, shall remain in the name of the Joint Venture.

Place of Business & Term. The principal place of business of the Joint Venture shall be located at 4200 Wisconsin Ave NW Suite 550, Washington, District of Columbia 20016. The term of the Joint Venture shall commence on the execution date hereof and shall continue until July 31, 2020 and shall automatically renew each year thereafter on the anniversary date of this Agreement unless advance notice in writing is given by one Joint Venture Member to the other of an intent to not renew and to dissolve the Joint Venture; provided, however, that the Joint Venture shall be dissolved prior to such date upon the sale or disposal of the Joint Venture assets and business and the payment or satisfaction of all debts of the Joint Venture.

Purpose. The Joint Venturers form this Joint Venture to: (i) implement RUB A DUB Car Care Services ("RUBADUB Car Care Services" is wholly owned by and is a service mark of and business of RUBADUB Holdings Inc.) in Atlantic Parking Garages (for purposes of this Agreement Atlantic Parking Garages shall mean any garage owned or managed by ASG) with collaborative efforts of both parties and (ii) implement Atlantic Concierge Service in Atlantic Parking Garages. Holdings shall provide and manage its proprietary scheduling and management software program/platform (the "RAD Platform") on which Atlantic will implement and deploy its Concierge Service. The RAD Platform is and shall be at all times a "trade secret" and the sole property of Holdings. To the extent set forth in this

Agreement, each of the Joint Venturers shall own an undivided fractional part in the business. The Joint Venture shall not engage in any other business or activity without the written consent of the Joint Venturers.

The JV operations shall be and are limited to the District of Columbia; Charles, Montgomery, and Prince Georges counties Maryland; Alexandria, Fairfax, and Falls Church cities Virginia; and Arlington, Fairfax, Loudon and Prince William counties Virginia (Collectively "Metro DC" or the "JV Territory".

Capital. Separate capital accounts shall be maintained for each Joint Venturer and shall consist of the sum of its contributions to the capital of the Joint Venture plus its share of the profits of the Joint Venture, less its share of any losses of the Joint Venture, and less any distributions to or withdrawals made by or attributed to it from the Joint Venture.

The capital contributions from each of the Joint Venturers, for the purpose of this Joint Venture, is the sum set after the name of each Joint Venturer as follows:

RUB A DUB Holdings Inc.	$25,000.00 (in kind as set forth on Exhibit A attached)
Atlantic Services Group, Inc.	$25,000.00 (cash)

The Parties agree that the $25,000 cash capital contribution of Atlantic shall be used to pay Holdings a $25,000 platform and business implementation/development fee.

The Joint Venturers shall make such other capital contributions, as the Joint Venturers may mutually agree upon, necessary to enable the Joint Venture to carry out its purposes as set forth herein as the Joint Venturers may mutually agree upon. The Joint Venturers shall arrange for or provide any financing as may be required by the Joint Venture for carrying out the purposes of the Joint Venture. The terms and conditions of all such loans shall be subject to prior approval of the Joint Venturers. The Joint Venturers shall endorse, assume, or guarantee such obligations of the Joint Venture.

Percentage Interest In The Joint Venture. The respective percentage interest in the Joint Venture owned by each Joint Venturer, respectively, is as follows:

RUB A DUB Holdings Inc.	50
Atlantic Services Group, Inc.	50

Profits. The net profits as they accrue for the term of this Agreement, or so long as the Joint Venturers are the owners in common of the business interest, shall be distributed between the Joint Venturers, based on the respective percentage interest in the Joint Venture owned by each Joint Venturer as follows:

RUB A DUB Holdings Inc.	50
Atlantic Services Group, Inc.	50

Expenses of Venture. All losses and disbursements in acquiring, holding and protecting the business interest and the net profits shall, during the period of the venture, be paid by first the Joint Venture and then by the Joint Venturers based on the respective percentage interest in the Joint Venture owned by each Joint Venturer as follows:

RUB A DUB Holdings Inc.	50
Atlantic Services Group, Inc.	50

Duties of Joint Venturers.
The duties and obligations of RUB A DUB Holdings Inc. are:
i. Holdings will provide the technology to coordinate and schedule (i) Car Care Services to vehicles parked in Atlantic Parking Garages and (ii) Concierge Services to vehicles parked in Atlantic Parking Garages or any other garages or buildings or surface parking lots located in the JV Territory.

ii. Holdings will provide marketing, supplies, training and on-going technical and on-site support to Atlantic Parking and it's employees with respect to Car Care Services and will prove the Platform and maintenance and technical support for the Platform with respect to it use in implementing and supporting the Concierge Services to be provided by Atlantic.

iii. Holdings will provide insurance with respect to the Car Care Services that meets all requirements as set forth by property management

iv. Any damage to property caused solely by a Holdings employee shall be the sole responsibility of Holdings

v. Inventory will be managed through Holdings software/Platform, which shall be provided by Holdings for the Car Care Services and the Concierge Services

vi. JV Car Care Services overflow providers ("overflow providers" is defined as non-Atlantic employees required to cover shortages of Atlantic personnel to perform Car Care Services) will be paid at a rate according to what is dictated in the Administration System (the "Administration Portal" is defined as a "Content Management System" for coordinating Car Care Services via scheduling and payment as well as client reviews and a map view of all providers and their status for all Atlantic parking garages that offer RUB A DUB services, developed and maintained by or on behalf of Holdings

vii. The Joint Venture, RUBADUB Atlantic LLC, is and shall be a manager managed LLC within the meaning of the Virginia Limited Liability Company Act (the "Act") and, except as otherwise provided herein, Holdings shall be the managing member of the Joint Venture and shall have full management and operational authority over the business and operations of the Joint Venture, and is authorized to perform all management and operational functions necessary and/or convenient to the furtherance of the Joint Venture's business and purposes. In connection with the foregoing, Holdings has the right and authority, on behalf of the Joint Venture, to open and maintain financial accounts at financial institutions of its selection and to deposit Joint Venture funds and to write checks or otherwise make disbursements in the ordinary course of business. Holdings shall, in connection with the forgoing provisions of this paragraph vii., maintain books and records of operations and have prepared financial statements on a quarterly basis, all of which activities shall be a cost and expense of the Joint Venture. In addition, Holdings shall be the Tax Matters Partner in accordance with Internal Revenue Service rules and regulations.

The duties and obligations of Atlantic Services Group, Inc. are:

i. Atlantic parking attendants shall perform RUB A DUB Car Care Services for patrons of Atlantic Parking Garages

ii. Atlantic Parking Attendants shall perform Car Care Services in Atlantic Parking Garages exclusively under the RUB A DUB name and system

iii. Atlantic Parking will provide insurance that meets all requirements as set forth by property management on a per-building basis

iv. Any non RAD contractor moving any vehicles associated with RAD Car Care Services who incur damage to property should not be the responsibility of the Joint Venture.

v. Atlantic parking attendants accepted as RUB A DUB providers shall maintain an 85% acceptance request-acceptance rate as well as a minimum of 3.9 star client rating to remain in good standing

vi. Atlantic Parking Attendants shall receive 20% of the service price upon completion of service as provided in this subparagraph vi., provided that there are no refunds, chargebacks or complaints. Deposits will be remitted to Atlantic Parking Attendant's account on a 2-day rolling basis.

vii. Atlantic Parking will provide the access agreements and associated permissions to implement RUB A DUB Car Care Services within their properties as listed on EXHIBIT B

viii. Atlantic Parking agrees to market RUB A DUB Car Care Services to the best of their abilities

ix. All intellectual property, chemicals, processes, technology and trade secrets that are used during and/or in or by this Joint Venture shall be pursuant to RUB A DUB written fully paid license and license agreement, all of which shall be kept strictly confidential and shall be used by Atlantic solely in furtherance of and in connection with this JV Agreement.

Powers of Joint Venturers. The following powers may be exercised only upon the consent of all the Joint Venturers:

(a)The power to borrow money on the general credit of the Joint Venture in any amount, or to create, assume, or incur any indebtedness to any person or entity;
(b)The power to make loans in any amount, to guarantee obligations of any person or entity, or to make any other pledge or extension of credit;
(c)The power to purchase or otherwise acquire any other property except in the ordinary course of business of the Joint Venture;

(d)The power to sell, encumber, mortgage or refinance any loan or mortgage on any of the Joint Venture property;
(e)The power to confess any judgment against the Joint Venture, or to create, assume, incur or consent to any charge (including any deed of trust, pledge, encumbrance or security interest of any kind) upon any property or assets of the Joint Venture;
(f)The power to spend any renovation or remodeling funds or to make any other expenditures except for routine day-to-day maintenance and operation of the Joint Venture.

Confidential Information. "Confidential Information" means nonpublic information that (a) the disclosing Party designates as confidential, or (b) information which, under the circumstances surrounding disclosure, ought to be treated as confidential. Confidential Information includes, without limitation, Technology, Technology Improvements, Derivative Works, Intellectual Property Rights, Marketing Materials, ideas, know-how, methods, formulae, processes, designs, apparatus, devices, techniques, systems, flow charts, sketches, photographs, plans, drawings, specifications, computer programs or software, samples, studies, findings, data, reports, projections, plant and equipment expansion plans, lists or identities of employees, customers or X6Ds, financial statements or other financial information, pricing information, cost and expense information, product development and marketing plans, compositions of matter, discoveries and inventions (whether or not patentable), works of authorship (whether or not protected under copyright laws), information, algorithms, procedures, notes, summaries, descriptions, results, the goodwill connected therewith and the like.

Derivative Works. "Derivative Works" means works that are based upon one or more pre-existing works, such as: (a) for copyrightable or copyrighted material, any translation, modification, correction, addition, extension, upgrade, improvement, compilation, abridgment, revision or other form in which such material may be recast, transformed, or adapted; (b) for patentable or patented material, any improvement thereon; and (c) for material that is protected by trade secret, any new material derived from such existing trade secret material, including new material that may be protected by any of copyright, patent, and trade secret.

Intellectual Property Rights. "Intellectual Property Rights" means any and all patent, copyright, trademark, trade secret, know-how, trade dress, goodwill or other intellectual or industrial property rights or proprietary rights (including, without limitation, all claims and causes of action for infringement, misappropriation or violation thereof and all rights in any registrations, applications and renewals thereof), whether existing now or in the future, whether worldwide or in individual countries or political subdivisions thereof, or regions, including, without limitation, the United States.

Technology. "Technology" means materials, packaging, products, know-how and methods of manufacturing thereof as provided by a Party herein, and including all Intellectual Property Rights embodied therein and any Derivative Works thereof. Technology further means, without limitation, any designs, materials, methods, formulae, processes, technology, apparatus, devices, techniques, systems, flow charts, sketches, photographs, plans, drawings, specifications, proprietary information, know-how, trade secrets, computer programs or software, samples, studies, findings, data, reports, projections, manufacturing specifications and methods, testing specifications and methods, pricing information, cost and expense information, product development and marketing plans, compositions of matter, discoveries and inventions (whether or not patentable), works of authorship (whether or not protected under copyright laws), information, algorithms, procedures, notes, summaries, descriptions and development results related to any materials, packaging, products, know-how and methods of manufacturing thereof.

Technology Improvements. "Technology Improvements" means any proprietary information, know-how, trade secrets, programs, designs, processes, methods, formulae, compositions of matter, documents, materials, technology, data, Intellectual Property Rights, or Derivative Works in developments and/or conceptions created, obtained or developed by either Party alone (including through the efforts of any independent contractor or affiliate of that Party) or together with the other Party that: (a) are based on, derived from or are direct improvements to Technology, (b) can be used in or in the production of Technology, or (c) provide alternatives for use in the production of Technology that, if so used, reasonably would: (i) add Technology capability or increase Technology efficiency or quality, (ii) reduce Technology manufacturing or Technology costs, and/or (iii) facilitate the manufacturing of Technology.

Treatment of Proprietary and Confidential Information.

1. In connection with the performance of this Agreement, each Party contemplates the disclosure by it of certain Confidential Information to the other Party. Each Party considers its Confidential Information to be an asset of substantial commercial value, having been developed at considerable expense, but will disclose such information to the other Party under the terms and conditions of this Agreement.

   (a) During the Term and continuing in perpetuity thereafter from the termination or expiration of the Agreement, the Party receiving Confidential Information ("Receiving Party") from the disclosing Party ("Disclosing Party") shall (i) treat all Confidential Information disclosed by the Disclosing Party as secret and confidential and shall not disclose all or any portion of the Confidential Information to any other Person, except as provided in section 1.1(b), (ii) not use any of such Confidential Information except in the performance of the Receiving Party's covenants and obligations or otherwise as contemplated under this Agreement, and (iii) restrict access to Confidential Information to the Receiving Party's employees (including contractors, accountants and counsel and similar representatives) who have a need to know such information in connection with the performance of the Receiving Party's obligations and covenants under this Agreement and shall be responsible to ensure that such employees maintain the terms of confidentiality and nonuse as required in this Agreement.

   (b) In the event that either Party desires to use a third party service provider ("Service Provider"), including, for example, a staffing company, the Service Provider must first enter into at least an acceptable non-disclosure and technology ownership agreement with all Parties to this Agreement. Neither Party to this Agreement may disclose any Confidential Information to a Service Provider unless (i) both Parties to this Agreement have individually entered into a non-disclosure agreement with the Service Provider and
   (ii) the Service Provider has a presence in the United States and is able to be served legal documents in the United States or agrees, in writing, that it can be served and that United States Courts have personal jurisdiction over the Service Provider.

2. Notwithstanding anything to the contrary herein, Confidential Information shall not include any information that: (a) is presently in the Receiving Party's possession, provided that such information has not been obtained from the Disclosing Party and that

such possession can be demonstrated by the Receiving Party's written records; (b) is, or becomes, generally available to the public through no act or omission of the Receiving Party; (c) is received by the Receiving Party in written form from a third party having no binding obligation to keep such information confidential; or (d) is required to be disclosed by law, upon the advice of legal counsel.

3. Specific Confidential Information shall not be deemed to be available to the public or in the possession of the Receiving Party merely because it is embraced by more general information so available or in said Receiving Party's possession, nor shall a combination or aggregation of features which form confidential information be deemed to be non-confidential merely because the individual features, without being combined or aggregated, are non-confidential.

4. Each of the Parties hereby agrees that all Confidential Information and any written or other tangible forms of Confidential Information (including any materials generated by the Receiving Party related to any Confidential Information) shall be and remain the property of its owner and shall be promptly returned to the owner upon the written request of the owner.

5. Neither the Agreement nor the disclosure of any information by the Disclosing Party shall be deemed to constitute by implication or otherwise, a vesting of any title or interest or a grant of any license, immunity or other right to the Receiving Party with regard to the Confidential Information. Additionally, except as expressly provided in this Agreement, the execution of the Agreement shall not operate, directly or indirectly, to grant to either Party any rights under any patent, trade secret or know-how now or hereafter owned by or licensed to the other Party.

6. Each Party warrants that it is the rightful owner of the Confidential Information to be disclosed under this Agreement and that it has the lawful right to make such disclosure.

7. In the event that the Receiving Party or any of its representatives are requested or required to disclose Confidential Information pursuant to a subpoena or an order of a court or government agency, the Receiving Party shall (a) promptly notify the Disclosing Party of the existence, terms and circumstances surrounding the governmental request or requirements; (b) consult with the Disclosing Party on the advisability of taking steps to resist or narrow the request; (c) if disclosure of Confidential Information is required, furnish only such portion of the Confidential Information as the Receiving Party is advised by counsel is legally required to be disclosed; and (d) cooperate with the Disclosing Party in its efforts to obtain an order or other reliable assurance that confidential treatment be accorded to that portion of the Confidential Information that is required to be disclosed.

Because money damages may not be a sufficient remedy for any breach of this Section of the Agreement by the Receiving Party, the Disclosing Party shall be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any such breach of this Section. Such remedy shall not be deemed to be the exclusive remedy for a breach of this Section of the Agreement by the Receiving Party, but shall be in addition to all other remedies available at law or equity to the Disclosing Party. In the event of litigation relating to the Agreement, if a court of competent jurisdiction determines that the Receiving Party has breached this Section of the Agreement, then the Receiving Party shall be liable and pay to the Disclosing Party the reasonable attorneys' fees, court costs and other reasonable expenses of litigation, including any appeal therefrom. The Receiving Party further agrees to waive any requirement for the posting of a bond in connection with any such equitable relief.

No Liability to Third Parties. The debts, obligations and liabilities of either Joint Venturer, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of such Joint Venturer, and no other Party shall be obligated for any such debt, obligation or liability of such Joint Venturer solely by reason of being a party to this Agreement or an equity holder of a JV Company.

Legal Title to the Joint Venture. The Joint Venturers agree that the legal title to the Joint Venture property and assets, including the Joint Venture itself, shall remain in the name of the Joint Venture.

Transfers Of Joint Venturers' Interests. Except as otherwise expressly permitted herein, no Joint Venturer may sell, transfer, assign or encumber its interest in the Joint Venture, or admit additional Joint Venturers, without the prior written consent of the other Joint Venturer. Any attempt to transfer or encumber any interest in the Joint Venture in violation of this Section shall be null and void.

The obligations and Rights of Transferees are as follows:
(a) Any person who acquires in any manner whatsoever any interest in the Joint Venture,

(b) irrespective of whether such person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefit of the acquisition thereof to have agreed to be subject to and bound by all the obligations of this Agreement that any predecessor in interest of such a person was subject to or bound by;

(b) The person acquiring an interest in the Joint Venture shall have only such rights, and shall be subject to all of the obligations, as are set forth in this Agreement; and, without limiting the generality of the foregoing, such a person shall not have any right to have the value of its interest ascertained or receive the value of such interest or, in lieu thereof, profits attributable to any right in the Joint Venture, except as herein set forth.

Termination. Upon the termination or dissolution of the Joint Venture, the Joint Venturers shall proceed to liquidate the Joint Venture, and all proceeds of such liquidation shall be applied and distributed in the manner set above according to the interests held by each party in the Joint Venture. A reasonable time shall be allowed for the orderly liquidation of the Joint Venture's assets in order to minimize losses normally attendant upon such liquidation.

Notice. Any notices to be given under this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the addresses of the parties as they appear in the introductory paragraph of this Agreement. Each party may change its address by written notice in accordance with this paragraph. Notices delivered personally will be deemed

communicated as of actual receipt; mailed notices will be deemed communicated as of 30 calendar days after mailing.

Dispute Resolution. The Joint Venturers will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the Joint Venturers. If the matter is not resolved by negotiation, the Joint Venturers will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

Miscellaneous Provisions:

1. Partition. The Joint Venturers hereby mutually waive any right of partition which they may have with respect to the Joint Venture and any non cash assets of the Joint Venture.
2.
3. Right of First Refusal. Atlantic Parking has first right of refusal for investment in both RUBADUB Holdings and in the expansion of the "Concierge Services" to other geographic locations outside the Territory.

Activities Outside the Territory. Notwithstanding any other provision of this Agreement, the JV between Atlantic Parking and RUB A DUB does not preclude RUB A DUB Holdings from engaging in any business, including but not limited to Car Care Services and

Concierge Services, on its own behalf or with any companies outside the Territory, with no involvement of Atlantic Parking and, except as otherwise explicitly provided in this Agreement, Holdings is not obligated to include or offer participation to Atlantic for any services provided by Atlantic, including but not limited to Concierge Services.

Communications. All RUB A DUB Holdings communications to Atlantic Parking contacts must be approved in advance by Atlantic Parking in writing (including email) prior to any such communication and all Atlantic Parking communications to RUB A DUB Holdings contacts must be approved in advance by RUB A DUB Holdings in writing (including email).

Fees and Commissions. Each Joint Venturer hereby represents and warrants to the other that it has not incurred or obligated the Joint Venture for any brokerage, finder's or other similar fees or commissions in connection with the transactions covered by this Agreement or in connection with acquiring the Joint Venture or forming this Joint Venture. Each Joint Venturer hereby agrees to indemnify and hold harmless the other from and against all li abilities, costs, damages and expenses from any breach or alleged breach of the foregoing representation.

Waiver. Failure on the part of either Joint Venturer to complain of any act of the other Joint Venturer or to declare the other Joint Venturer in default, irrespective of how long such failure continues, shall not constitute a waiver by such Joint Venturer of its rights hereunder. No waiver of, or consent to, any breach or default shall be deemed or construed to be a waiver of, or consent to, any future breach or default.

Severability. If any provision of this Agreement or the application thereof shall be determined by a court of competent jurisdiction to be invalid and unenforceable, the remainder of this Agreement and the application of the other provisions herein contained shall not be affected thereby, and all such other provisions shall remain effective and in force and shall be enforced to the fullest extent permitted by law.

Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Joint Venturers, and their heirs, successors and assigns.

Duplicate Originals. This Agreement may be executed in duplicate, with each such duplicate to be considered an original for all purposes.

Construction of Agreement. (a) The captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision thereof. (b) As used herein, the word "person" shall include the individuals, corporations, partnerships and other entities of any type. In this Agreement, the use of any gender shall be applicable to all genders, and the singular shall include the plural, and the plural shall include the singular.

Other Activities of Joint Venturers. Except as otherwise explicitly provided in this Agreement, any Joint Venturer may engage in other business ventures of every nature and neither the Joint Venture nor the other Joint Venturer shall have any right in such independent ventures or the income and profits derived therefrom; provided that and notwithstanding the forgoing provisions of this sentence Atlantic shall not, except through their own locations or through the JV engage in the business of the Joint Venture or RUB A DUB Holdings, Inc for a period of two years from the termination of this agreement.

Entire Agreement. This Agreement is intended by the Joint Venturers to be the final expression of their agreement and the complete and exclusive statement of the terms thereof, notwithstanding any representations or statements to the contrary heretofore made.

Amendments. This Agreement may be amended by the Parties hereto at any time prior; provided, however, that any amendment must be by an instrument or instruments in writing signed and delivered on behalf of each of the Parties hereto.

Governing Law; Consent to Personal Jurisdiction. This Agreement will be governed by the laws of the Commonwealth of Virginia without regard for conflicts of laws principles. Each

Joint Venturer hereby expressly consents to the personal jurisdiction of the state and federal courts located in the Commonwealth of Virginia for any lawsuit filed there against any party to this Agreement by any other party to this Agreement concerning the Joint Venture or any

Executed by the Joint Venturers named above with the intent of being legally bound.

RUB A DUB Holdings Inc. — Date 8/21/17

Atlantic Services Group, Inc. — Date 8/21/17

EXHIBIT A: RUBADUB Holdings LLC Capital Contribution

The contribution of RUB A DUB Holdings LLC ("Holdings") which is deemed to have a current value of $25,000 collectively are as follows:

1. A non-exclusive license to use Holdings" proprietary technology - iOS and Android mobile applications for Atlantic Parking Attendants (available in the Apple Store and Google Play Store under the name 'Dub Mobile') and client-side mobile applications for Atlantic Parking customers (available in the Apple Store and Google Play store under the name 'RUB A DUB client') to schedule, pay and coordinate Car Care Services. Enhancements, improvements, bug fixing and security will be provided for the duration of contract.

2. A non-exclusive license to use Holdings" content management system - known as Admin Panel - which will enable upper management of Atlantic Parking to oversee all services, data and performance reviews, locations and their availability of days/times and number of appointments allowed per day.

3. A non-exclusive license to use our proprietary RUB A DUB Products; namely, RUB A DUB Exterior Cleaner, RUB A DUB Interior Cleaner, RUB A DUB Tire Shine and RUB A DUB Glass Cleaner.

4. Necessary training, collateral and video's in order to educate Atlantic employees and providers on the use of the RUB A DUB System (Mobile Apps, Processes, Admin Portal, Products)

5. On-going customer support through Holdings' Live Chat portal on our website, through our phone number or contact form.

6. General on-going support through the roll-out

7. Equipment, Chemicals, Supplies, Signage for the initial 5 buildings

By virtue of this Exhibit A being attached and made a part of the Joint Venture Agreement, the Joint Venturers hereby agree to the items listed and to the aggregate value of $25,000.00 assigned to said items.

Dante Nesci
RUB A DUB Holdings Inc.

8/21/17
Date

Atlantic Services Group, Inc.

8/21/17
Date

Atlantic Parking Locations *(Property Managers)*

Loc	Address	PM Name	Position	Company	Phone	Email	Office Address
28	5454 Wisconsin Ave.	Danielle Lowther	Property Manager	Carr Properties	301-656-5653	dlowther@carrprop.com	1255 23rd Street NW, Suite 100, Washington DC 20037
38	A & 3rd, NE	Security Officer	Security	Supreme Court	202-479-3341		
39-A	3325 Toledo Road	Sandy Camp-Riegel	Property Manager	The Bernstein Company	202-546-2080	scampriegel@tbco.biz	
39-B	6509 Belcrest Road	Wendy Emanuel	Property Manager	Berman	301-775-0396	wemanuel@bermanenterprises.com	
39-3	6252 Belcrest Road	Paul F. Urciolo	Property Manager	The Bernstein Company	202-203-8147	pfu@utcmail.net	6527 Belcrest Road Hyattsville, MD 20782
40	5640 Nicholson Lane	Tyler Luckett/Jack Galvan	Property Managers	The JBG Companies	240-333-3880	tluckett@jbg.com/jgalvan@jbg.com	Chase Tower 4445 Willard Ave, Suite 100, Chevy Chase, MD 20815
45	1901 N. Fort Myer	Rickey Willaims	Property Manager	The JBG Companies	703-527-7400	riwilliams@jbg.com	1911N. Ft. Myer Drive, Suite 122, Arlington, VA 22209
47	615 Slaters Lane	Andrew Kunisch	Property Manager	ELV Associates	202-595-3580	akunisch@elvassoc.com	1776 Massachusetts Avenue, NW, Suite 410, Washington, DC 20036
53	5635 Fishers Lane	Kerri Gates	Property Manager	The JBG Companies	301-468-0200	kgates@jbg.com	5635 Fishers Lane, Suite 200, Rockville, MD 20852
56	1201 M St.	April Finotti	Property Manager	COPT	202-548-3840	April.Finotti@COPT.com	1201 M Street, SE, Suite 60, Washington, DC 20003
62	1900 M St.	Selene Argueta	Associate Vice President	Rockrose Development Dorp.	202.803.5664	selene.argueta@rockrose.com	1140 19th St, NW, Suite 650, Washington, DC 20036
64	1133 East West Hwy	Andrew Dytyniak	Property Manager	Equity Residential	301-495-9595	adytyniak@erq.com	1133 East West Highway, Silver Spring, MD 20190
65	1300 Spring St.	Lisa Mahoney	Property Manager	The Bernstein Company	202-478-7529	lmahoney@tbco.biz	6525 Belcrest Road Hyattsville, MD 20782
70	3300 Whitehaven	Diane Smith	Property Manager		202-687-4732	nocksmid@gerogetwon.edu	3299 K Street, NW, Ste. 700, Washington, DC 20007
72	975 F St.	Shannon Nieman	Property Manager	Akridge	202-624-8652	snieman@akridge.com	601 Thirteen Street, NW, Suite 300, Washington, DC 20005
73	1500 Wilson Blvd	Jillian Donatelli	Property Manager	Penzance	202-286-5410	jdonatelli@pzre.com	1555 Wilson Blvd, Arlington, VA 22209
74	2000 N. 14th St.	Jillian Donatelli	Property Manager	Penzance	202-286-5410	jdonatelli@pzre.com	1555 Wilson Blvd, Arlington, VA 22209
75	3865 Wilson Blvd	Clarence Claybourne	Property Manager	Cushman & Wakefield	240-401-9291	clarence.claybourne@cushwake.com	810 First St, NE Washington DC 20002
76	4200 Wisconsin Ave.	Carley Kam	Property Manager	BMS Realty	202-204-4938	ckam@bmsres.com	4201 Connecticut Ave, NW Suite 407 Washington, DC 20008
78	Wisc & Mass Ave.	Katherine T. Nassor	Governance Officer	Washington Nat'l Cathedral	202-537-6283	knassor@cathedral.org	3101 Wisconsin Avenue NW, Washington DC 20016
79	1200 New Jersey Ave.	Lesley Morrison	Sr. Property Manager	The JBG Companies	202-863-4460	lmorrison@jbg.com	4445 Willard Avenue, Suite 400, Chevy Chase, MD 20815
81	505 9th St.	Mike Mahesh	Property Manager	Cushman & Wakefield	703-845-1057	mike.mahesh@cushwake.com	2900 South Quincy Street, Suite 450 Arlington VA 22206
82	5515 Security Ln.	Chirag Shah	Property Manager	Hines	240-483-5230	chirag.shah@hines.com	11400 Rockville Pike, Suite C10, Rockville, MD 20852
84	901 F St.	Dawn Thompson	Property Manager	Corner Stone	202-955-6009	dawn.thompson@tfcornerstone.com	1620 Eye Street, NW, Suite 520, Washington, DC 20005
87	1620 S. Capitol St.	Norman Jemal	Owner	Douglas Development	202-638-6300	Njemal@douglasdev.com	702 H Street, NW, Suite 400, Washington, DC 20005
88	8075 Leesburg Pike	Jennifer Wrenn	Sr Property Manager	Vornado/ Charles E. Smith	703-821-2050	jwrenn@vno.com	8075 Leesburg Pike, LL Suite 70 Vienna VA 22182
94	1990 K St.	Sandy Camp-Riegel	Property Manager	The Bernstein Company	202-478-7553	scampriegel@tbco.biz	6525 Belcrest Road Hyattsville, MD 20782
95	1399 New York Avenue	Carrie Alano	Property Manager	Vornado	202-887-6035	calano@vno.com	
96	409 3rd St.	Mark Smith	Sr. Property Manager	Lincoln Properties Co	202-646-0325	mark.smith@lpc.com	300 D Street, SW, Ste. C-21, Washington, DC 20024
97	1150 Higgins Place	Zabrina Watkins	Sr. Property Manager	The JBG Companies	301-770-4440	zwatkins@jbg.com	
102	1200 East West Hwy	Morgan Faulkner	Community Director	UDR	301-588-4971	mfaulkner@udr.com	1201 East West Highway, Silver Spring, MD 20910
104	1 Paseo Drive	Jessica Hendrix	General Manager	Bozzuto Management	301-907-3817	jhendrix@bozzuto.com	4445 Willard Avenue, Suite 400, Chevy Chase, MD 20815
105	12370 Parklawn Drive	Peggy White	Property Manager	The JBG Companies	301-468-0650	pwhite@jbg.com	4445 Willard Avenue, Suite 400, Chevy Chase, MD 20815
106	7900 Wisconsin Avenue	Tyler Luckett/Jack Galvan	Property Managers	The JBG Companies	240-333-3880	tluckett@jbg.com/jgalvan@jbg.com	Chase Tower 4445 Willard Ave, Suite 100, Chevy Chase, MD 20815
108	2301 Constitution Ave.	Roxie Johnson	Property Manager	US Institute for Peace	202-457-1700	rjohnson@USIP.org	2301 Constitution Avenue, NW, Washington, DC 20037
120	1555 Wilson Blvd.	Nick Shay	Assistant Property Manager	Penzance	202-386-5121	nshay@pzre.com	1555 Wilson Blvd, Arlington, VA 22209
121	6555 Rock Spring Drive	Glen Graubart	Property Manager	Lincoln Properties Co		ggraubart@lpc.com	
122	2020 K St.	Natasha Evstigneeva	Property Manager	JLL		Natasha.Evstigneeva@am.jll.com	
123	1152 15th St.	Jarett Haring	Property Manager	Carr Properties	202-223-9737	jharing@carrprop.com	1152 15th St, NW Washington DC 20005
124	One Preserve Parkway	Shelley James	Associate Vice President	Cushman & Wakefield	703-618-8196	shelley.james@cushwake.com	13200 Woodland Park Road Herndon, VA 20171
127	3901 N. Fairfax Drive	Christopher J. Lukawski	Partner-Development	Crimson Partners	703-547-6829	cjl@crimsonpartners.net	455 Sprinkpark Pl, Ste 100 Herdon, VA 20170
128	3201 New Mexico Avenue	Carley Kam	Property Manager	BMS Realty Services, LLC	202-204-4938	ckam@bmsres.com	4201 Connecticut Ave, NW Suite 407 Washington, DC 20008
129	6010 Executive Blvd.	Kathleen A. McCallum	Controller	Ronald D Paul Co., Inc	301-951-7222	kmccallum@ronaldpaulcos.com	4416 East West Hwy., Ste. 300, Bethesda, MD 20814
131	1011 North Capitol Street, NE	Pamela Charles	Property Manager	National Facilities Services	301-680-4126	Pamela.R.Charles@kp.org	11921 Bournefield Way, Suite A, Silver Spring, MD 20904
132	7830 Old Georgetown Road	Kathleen A. McCallum	Controller	Ronald D Paul Co., Inc	301-951-7222	kmccallum@ronaldpaulcos.com	4416 East West Hwy., Ste. 300, Bethesda, MD 20814
134	1820 N. Ft. Myer Drive	Bill Lillis	Property Manager	Virginia Management Inc.	703-358-0022 ext 25	bill.lillis@virginiamanagement.com	4600 N. Fairfax Drive, Ste. 1002, Arlington, VA 22203
135	601 13th St., NW	Kaitlin Brokaw	Property Manager	Akridge	202-756-3087	kbrokaw@akridge.com	601 Thirteenth Street, NW, Suite 300 North, Washington, DC 20005
136	1776 Massachusetts Ave, NW	Andrew Kunisch	Property Manager	ELV Associates	202-595-3580	akunisch@elvassoc.com	1776 Massachusetts Avenue, NW, Suite 410, Washington, DC 20036
137	3636 16th Street, NW	Joe Milby	Property Manager	Woodner Limited Partnership	202-328-2800	jmilby@woodner.com	3636 16th Street, NW, Washington, DC 20010
139	641 S St, NW	Tim Roberts	Property Manager	Douglas Development	202-638-6300	timroberts@douglasdev.com	702 H Street, NW, Suite 400, Washington, DC 20005
140	901 E St, NW	Marjorie Atya	Property Manager	The Pew Charitable Trusts	202.540.6659	MAtya-Temp@pewtrusts.org	901 E Street, NW | LL10 | Washington DC, 20004
141	99 H Street, NW	Ryan Pettigrew	Walmart Manager	Walmart	202-697-1421	ryan.pettigrew@walmart.com	99 H St, NW Washington, DC, 20001
142	950 North Glebe Road	Brandy Prudencio	Assistant Property Manager	The JBG Companies	703-243-2783	bprudencio@jbg.com	950 N. Glebe Road, suite 110, Arlington, VA 22203
143	1155 F Street, NW	Keith MacWhorlor	Property Manager	Tishman Speyer	703-548-9388	kmacwhor@tishmanspyer.com	
144	1501 K Street, NW	Jason Green	Property Manager	Vornado/ Charles E. Smith		jgreen@vno.com	
147	1831/1861 Whiele Ave	Stefanie Brescia	Property Manager	The JBG Companies		sbrescia@jbg.com	
148	1200 17th St, NW	Conor Jeffers	VP Property Manager	Akridge	202-624-8634	cjeffers@akridge.com	1200 17th St, NW Washington DC
149	1050 17th St, NW	Mona Liza Agravante	Property Manager	Lenkin Company	301-654-2100	magravante@lenkin.com	2201 Wisconsin Avenue Northwest, Washington, DC 20007
151	4040 North Fairfax Drive	Jillian Donatelli	Property Manager	Penzance	202-286-5410	jdonatelli@pzre.com	1555 Wilson Blvd, Arlington, VA 22209
152	1701 N. George Mason Drive	Charles Fletcher	Associate VP	Virginia Hospital Center	703-558-6030	cfletcher@virginiahospitalcenter.com	1701 N. George Mason Drive, Arlington, VA 22205
153	275 N Washington St	Elizabeth Young	Property Manager	The JBG Companies	301-545-5102	eyoung@jbg.com	7613 Medical Center Drive, Rockville MD 20850
155	900 16th St, NW	Heena Feeney	Sr. Property Manager	The JBG Companies	202-775-9697	hfeeney@jbg.com	1233 20th St, NW, Suite 505, Washington, DC 20036
156	1800 Rockville Pike	Donna Ben-Moshe	Property Manager	The JBG Companies	240-333-3220	dbenmoshe@jbg.com	4445 Willard Avenue, Suite 400, Chevy Chase, MD 20815
158	6401 American Blvd	Maura Bulger	Property Manager	Echo Realty	240-497-0526	MBulger@echorealty.com	701 Alpha Drive, Pittsburgh PA 15238
160	1323 S. Capitol St., SW	Stanley Marks		RDP Management	301-229-9724	smarks@ronaldpaulcos.com	
161	1812 N Moore St	John Torres	Director of Operations	Monday Properties	703-247-0764	jtorres@mdistrictpark.com	1000 Wilson Blvd, Suite 700, Arlington VA 22209
162	1200 Wilson Blvd	John Toress	Director of Operations	Monday Properties	703-247-0764	jtorres@mdistrictpark.com	1001 Wilson Blvd, Suite 700, Arlington VA 22209
163	1101 K St, NW	Lisa Pannell	Sr. Propert Manager	Lincoln Properties Co	202-589-0214 ext 16	lpannell@lpc.com	1030 15th St., NW Suite 250 West Washington DC 20005
165	1525 Church St, NW	Paul Edenbaum	Director - Parking Ops	VNO	703-769-1144	pedenbaum@vno.com	
166	5028 Wisconsin Ave, NW	Vincent Sgueo	Sr. Property Manager	BMC Properties	202-537-0787	VSgueo@bmcproperties.com	3301 New Mexico Ave., NW Suite 115 Washington DC 20016
167	6862 Elm Street	Brandy Prudencio	Assistant Property Manager	The JBG Companies	703-243-2783	bprudencio@jbg.com	950 N. Glebe Road, suite 110, Arlington, VA 22203
168	1690 Old Meadow St	Sonia Zamora	Senior Property Manager	Akridge	202-207-3928	szamora@akridge.com	601 Thirteenth Street, NW, Suite 300 North, Washington, DC 20005
169	600 H St, NE	Claire Feely	General Manager	Bozzuto Management	202-684-7664	cfeeley@bozzuto.com	510 H St, ,NE Washington DC 20002
170	1800 N. Lynn St						
171	2000/2002 Edmund Halley Dr						
172	414/416 Hungerford Drive	Syed Ali	Property Manager	The JBG Companies	301-545-5102	sali@jbg.com	9613 Medical Center Drive, Suite A, Rockville, MD 20850
173	950 24th St, NW	Wendy Wright	Property Manager	Varsity on K	888-500-9512	wendy@varsityonk.com	950 24th St NW, Washingotn DC 20032
174	1550 7th St, NW	Tiffany Patterson	Property Manager	Jag Management	202-462-1550	tpatterson@jagmgt.com	1550 7th Street NW Washington, D.C 20001

Attachment 5

From:	"Edward Strittmatter" <Edward.Strittmatter@bdnreit.com>
To:	"Reichling, Trenton (USAFLM)" <Trenton.Reichling@usdoj.gov> "Michael McCalley" <Michael.McCalley@bdnreit.com> "Bruno, Grace Marie \(TP\) \(FBI\)" <GMBRUNO@FBI.GOV>
Date:	4/13/2022 3:30:14 PM
Subject:	[EXTERNAL EMAIL] - RE: Brandy Wine Lease

Good afternoon Trent – per our discussion yesterday, attached are photos of Rub A Dub's storage cabinet, signage, commercial vacuum, and tracking information from the vacuum's packaging.

Please let me know if there is anything additional you need.

Thank you,
EJ Strittmatter

From: Reichling, Trenton (USAFLM) <Trenton.Reichling@usdoj.gov>
Sent: Tuesday, April 12, 2022 12:55 PM
To: Edward Strittmatter <Edward.Strittmatter@bdnreit.com>; Michael McCalley <Michael.McCalley@bdnreit.com>; Bruno, Grace Marie (TP) (FBI) <GMBRUNO@FBI.GOV>
Cc: Heister, Megan Katherine (TP) (FBI) <mkheister@fbi.gov>
Subject: RE: Brandy Wine Lease

Feel free to call me now. My number is 239-461-2221. Thanks!

From: Edward Strittmatter <Edward.Strittmatter@bdnreit.com >
Sent: Tuesday, April 12, 2022 12:52 PM
To: Reichling, Trenton (USAFLM) <TReichling@usa.doj.gov >; Michael McCalley <Michael.McCalley@bdnreit.com >; Bruno, Grace Marie (TP) (FBI) <GMBRUNO@FBI.GOV >
Cc: Heister, Megan Katherine (TP) (FBI) <mkheister@fbi.gov >
Subject: [EXTERNAL] RE: Brandy Wine Lease

Good afternoon Trent – my afternoon is wide open, let me know what time is best for you and I can give you a call.

Thanks,
EJ

From: Reichling, Trenton (USAFLM) <Trenton.Reichling@usdoj.gov >
Sent: Tuesday, April 12, 2022 12:50 PM
To: Michael McCalley <Michael.McCalley@bdnreit.com >; Bruno, Grace Marie (TP) (FBI) <GMBRUNO@FBI.GOV >
Cc: Heister, Megan Katherine (TP) (FBI) <mkheister@fbi.gov >; Edward Strittmatter <Edward.Strittmatter@bdnreit.com >
Subject: RE: Brandy Wine Lease

Thank you Michael.

E.J., let me know if you are available later today for a phone call.

Thanks,

Trent

From: Michael McCalley <Michael.McCalley@bdnreit.com >
Sent: Tuesday, April 12, 2022 12:48 PM
To: Reichling, Trenton (USAFLM) <TReichling@usa.doj.gov >; Bruno, Grace Marie (TP) (FBI) <GMBRUNO@FBI.GOV >
Cc: Heister, Megan Katherine (TP) (FBI) <mkheister@fbi.gov >; Edward Strittmatter <Edward.Strittmatter@bdnreit.com >
Subject: [EXTERNAL] RE: Brandy Wine Lease

Trent:

E.J. will reach out to you directly.

Please let me know if you have any questions.

Regards,
Michael

Michael McCalley
Associate General Counsel
t 610.832.5645

m 856.371.4698
e michael.mccalley@bdnreit.com

BRANDYWINE REALTY TRUST
Cira Centre | 2929 Arch Street | Suite 1800 | Philadelphia, PA 19104
NYSE:BDN | www.brandywinerealty.com

From: Reichling, Trenton (USAFLM) <Trenton.Reichling@usdoj.gov>
Sent: Friday, April 8, 2022 3:24 PM
To: Michael McCalley <Michael.McCalley@bdnreit.com>; Bruno, Grace Marie (TP) (FBI) <GMBRUNO@FBI.GOV>
Cc: Heister, Megan Katherine (TP) (FBI) <mkheister@fbi.gov>
Subject: RE: Brandy Wine Lease

Good Afternoon Michael,

I had a follow up request. We received information that the target of our investigation, Daniel Tisone, met with Edward Strittmatter (Brandywine employee) on or about February 26-27, 2021 at your 1676 International Drive office. The purpose of the meeting was to discuss a "universal EV initiative," per Tisone. Rather than contact Mr. Strittmatter directly, I figured it would be best to contact you to reach out to Mr. Strittmatter to confirm if this meeting actually happened. If so, could we schedule a call to speak with Mr. Strittmatter next week to discuss the substance of the meeting. If you have any questions, my direct line is 239-461-2221 and my cell is 305-546-9246.

Thanks and have a great weekend,

Trent Reichling
Assistant United States Attorney
United States Attorney's Office
Middle District of Florida – Fort Myers Division
Office Phone: (239) 461-2200
Fax: (239) 461-2219
E-mail: Trenton.Reichling@USDOJ.gov

From: Michael McCalley <Michael.McCalley@bdnreit.com>
Sent: Tuesday, March 29, 2022 4:21 PM
To: Reichling, Trenton (USAFLM) <TReichling@usa.doj.gov>; Bruno, Grace Marie (TP) (FBI) <GMBRUNO@FBI.GOV>
Cc: Heister, Megan Katherine (TP) (FBI) <mkheister@fbi.gov>
Subject: [EXTERNAL] RE: Brandy Wine Lease

Mr. Reichling:

Please see below and let me know if you have any questions.

First, the lease term is from June 1, 2015 to June 1, 2021. Is it common for Brandywine to execute a 6 year lease with a commercial tenant?

- Multi-year leases are common. However, we have our own form of lease. The attached is not our standard form. It would be highly unusual for us to use a form that was not our own.
- Moreover, I could not find any record of our leasing team negotiating a lease with Rub a Dub in our leasing files.

Second, the lease is purported to have been signed by Sean Byars on June 1, 2015. Can you confirm that Sean Byars was not employed by Brandywine on June 1, 2015 and provide the date of his resignation/termination?

- Sean Byers left Brandywine on 7/18/2014, according to our HR department.

Also, can you confirm that Sean Byars title while working at Brandywine was Regional Property Manager and not Director?

- Correct, he was Regional Property Manager.

I have also attached the list of properties that was included as an attachment to the lease. I have reviewed the Facility Use Agreements that you emailed us. Are there any other Facility Use Agreements out there for these other properties included on the attached list that were executed with Rub a Dub?

- Please see attached. Per our current Senior Property Manager, we also had similar agreements to operate at 1900 Gallows, 3130 and 3141 Fairview, but we no longer own those properties. Rub a Dub provided an amenity service to tenant sin our offices, but they have not been active at any properties since COVID-19. In October 2021, Rub a Dub provided our Senior Property Manager a proposal to expand their footprint, but we did not come to an agreement.

Regards,

Michael McCalley
Associate General Counsel
t 610.832.5645
m 856.371.4698
e michael.mccalley@bdnreit.com

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NYSE:BDN | www.brandywinerealty.com

brandywine
REALTY TRUST

From: Reichling, Trenton (USAFLM) <Trenton.Reichling@usdoj.gov>
Sent: Sunday, March 27, 2022 3:44 PM
To: Michael McCalley <Michael.McCalley@bdnreit.com>; Bruno, Grace Marie (TP) (FBI) <GMBRUNO@FBI.GOV>
Cc: Heister, Megan Katherine (TP) (FBI) <mkheister@fbi.gov>
Subject: RE: Brandy Wine Lease

Good Afternoon Michael:

Thank you for getting back to us so quickly. I had a few quick follow up questions. I will attach the lease that Grace previously emailed as reference, since my questions will pertain to a few things in the lease. These questions are geared towards establishing the fictitious nature of the lease. First, the lease term is from June 1, 2015 to June 1, 2021. Is it common for Brandywine to execute a 6 year lease with a commercial tenant? Second, the lease is purported to have been signed by Sean Byars on June 1, 2015. Can you confirm that Sean Byars was not employed by Brandywine on June 1, 2015 and provide the date of his resignation/termination? Also, can you confirm that Sean Byars title while working at Brandywine was Regional Property Manager and not Director?

I have also attached the list of properties that was included as an attachment to the lease. I have reviewed the Facility Use Agreements that you emailed us. Are there any other Facility Use Agreements out there for these other properties included on the attached list that were executed with Rub a Dub?

Thanks again for all your help on this,

Trent Reichling
Assistant United States Attorney
United States Attorney's Office
Middle District of Florida – Fort Myers Division
Office Phone: (239) 461-2200
Fax: (239) 461-2219
E-mail: Trenton.Reichling@USDOJ.gov

From: Michael McCalley <Michael.McCalley@bdnreit.com >
Sent: Tuesday, March 22, 2022 1:20 PM
To: Bruno, Grace Marie (TP) (FBI) <GMBRUNO@FBI.GOV >
Cc: Reichling, Trenton (USAFLM) <TReichling@usa.doj.gov >; Heister, Megan Katherine (TP) (FBI) <mkheister@fbi.gov >
Subject: [EXTERNAL] RE: Brandy Wine Lease

Special Agent Bruno:

The Space Lease/Use Agreement does not look like our form and I could find no record of it in our system.

The Facility Use Agreements, however, do look like our old form. It seems we may have contemplated using Rub a Dub Eco Wash at the parking facilities at a few of our offices. This would have been viewed as an amenity service for our office tenants (i.e., they could get their car washed and detailed while it was parked). According to our current Property Manager, Rub a Dub provided the service pre-COVID at our Tysons office locations - 1676 International, 8260 Greensboro, & 8521 Leesburg Pike. Our property manager was able to locate two such agreements. See attached.

Sean Byars was a former Brandywine employee that oversaw those properties, but he is no longer with Brandywine.

I did find one invoice from Rub a Dub and a copy of the payment. But this appears to relate to car washing they performed for us.

I have asked our IT Department to run a search of our archives and will let you know if anything else pops up.

Michael McCalley
Associate General Counsel
t 610.832.5645
m 856.371.4698
e michael.mccalley@bdnreit.com

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Cira Centre | 2929 Arch Street | Suite 1800 | Philadelphia, PA 19104
NYSE:BDN | www.brandywinerealty.com

From: Grace Bruno <GMBRUNO@FBI.GOV >
Sent: Tuesday, March 22, 2022 10:32 AM
To: Michael McCalley <Michael.McCalley@bdnreit.com >
Cc: Trenton.Reichling@usdoj.gov ; Megan Heister <mkheister@fbi.gov >
Subject: Brandy Wine Lease

Sir,

As discussed, please advise as to the extent of Mr. Tisone's relations with Brandywine. Attached is the lease which appears to be signed by a former regional director, Sean Byers.

Thanks in advance.

V/R,

Grace Bruno
Special Agent


HOW IT WORKS
RUB A DUB
car care services
BOOK
Book an appointment online at rubadub.com or using the RUB A DUB mobile app.
PARK
Park in a RUB A DUB spot and leave your keys in the RUB A DUB key drop box. All payments are done ONLY through the app or web.
MONITOR
Receive real time updates on the status of your service and know when you are ready to grab your keys and go!
rubadub.com

12/14/2022

12/14/2022

Attachment 6

BrandywineRealtyTrust

To whom it may concern,

This letter is to serve as a testimonial and a letter of recommendation for Rub-A-Dub Eco Wash. They currently service six of our locations, and have been doing so for the past two years. Our clients could not be happier with the level of service provided by the Rub-A-Dub team. They have proven to be a first class amenity for both tenants and guests of our buildings. Over the past two years, we have relied on Daniel and his team for more than just car detailing services. They have become a second set of eyes for our Engineering team and me. In one instance, they not only alerted us to a break in a sanitation line, but also assisted in the cleanup of the vehicles that were affected. Had Daniel and his team not been onsite, the damage would have been far worse to our property and our client's vehicles. They truly are a value added service and a great addition each of our locations. Please feel free to contact me if should you have any additional questions.

Sincerely,

E.J. Strittmatter
Senior Property Manager

1676 International Drive, Suite 1350
McLean, VA 22102

Phone: (703) 560-4700 ■ Fax: (703) 560-8349
www.brandywinerealty.com

Attachment 7

THE TOWER BUILDING
1101 Wootton Parkway

Requirements for Certificates of Insurance

The following should be listed as the Certificate Holder:

Tower Companies
2000 Tower Oaks Boulevard
9th Floor
Rockville, MD 20852

Please list the following under “Description of Operations /Locations/Vehicles”: “Tower-Dawson, LLC, Tower Construction Group, LLC, Tower MD Holdings, LLC, Tower Property Holdings, LLC, Tower Real Estate Group, LLC, the Landlord, Its Owners, Partners, Managers, Employees, Agents, Subsidiaries, Affiliates, Property Managers, Lenders, Members, Officers and Directors are additional insureds. Insurer shall agree to a Waiver of all rights of Subrogation. This will cover any and all ongoing work, as well as completed operations at 1101 Wootton Parkway, Rockville, MD 20852.”

Please mail Original Certificate, Endorsements, Renewals and Cancellation Endorsements to:

The Tower Companies
Attention: Property Management
2000 Tower Oak Boulevard
9th Floor
Rockville, MD 20852

2000 Tower Oaks Boulevard

Requirements for Certificates of Insurance

The following should be listed as the Certificate Holder:

Tower Companies
2000 Tower Oaks Boulevard
9th Floor
Rockville, MD 20852

Please list the following under "Description of Operations /Locations/Vehicles": "2000 Tower Oaks Boulevard, LLC, Tower-Dawson, LLC, Tower Construction Group, LLC, Tower Oaks Phase II Holdings, LLC, Tower MD Holdings, LLC, Tower Property Holdings, LLC, Tower Real Estate Group, LLC, the Landlord, Its Owners, Partners, Managers, Employees, Agents, Subsidiaries, Affiliates, Property Managers, Lenders, Members, Officers and Directors are additional insureds. Insurer shall agree to a Waiver of all rights of Subrogation. This will cover any and all ongoing work, as well as completed operations at 2000 Tower Oaks Boulevard, Rockville, MD 20852."

Please mail Original Certificate, Endorsements, Renewals and Cancellation Endorsements to:

The Tower Companies
Attention: Property Management
2000 Tower Oak Boulevard
9th Floor
Rockville, MD 20852

1707 L Street, NW

Requirements for Certificates of Insurance

The following should be listed as the Certificate Holder:

The Tower Companies
2000 Tower Oaks Boulevard
9th Floor
Rockville, MD 20852

Please list the following under "Description of Operations /Locations/Vehicles":
"L Street, LLC, Tower Construction Group, LLC, Tower D. C. Holdings, LLC, Tower Holdings, LLC, Tower Property Holdings, LLC, Tower Real Estate Group, LLC, the Landlord, Its Owners, Partners, Managers, Employees, Agents, Subsidiaries, Affiliates, Property Managers, Lenders, Members, Officers and Directors are additional insureds. Insurer shall agree to a Waiver of all rights of Subrogation. This will cover any and all ongoing work, as well as completed operations at 1707 L Street, NW, Washington, DC 20036."

Please mail Original Certificate, Endorsements, Renewals and Cancellation Endorsements to:

The Tower Companies
Attention: Property Management
2000 Tower Oak Boulevard
9th Floor
Rockville, MD 20852

1828 L Street, NW

Requirements for Certificates of Insurance

The following should be listed as the Certificate Holder:

The Tower Companies
2000 Tower Oaks Boulevard
9th Floor
Rockville, MD 20852

Please list the following under "Description of Operations /Locations/Vehicles": "1828 L Street Associates, LLC, Tower Construction Group, LLC, Tower D. C. Holdings, LLC, Tower Holdings, LLC, Tower Property Holdings, LLC, Tower Real Estate Group, LLC, the Landlord, Its Owners, Partners, Managers, Employees, Agents, Subsidiaries, Affiliates, Property Managers, Lenders, Members, Officers and Directors are additional insureds. Insurer shall agree to a Waiver of all rights of Subrogation. This will cover any and all ongoing work, as well as completed operations at 1828 L Street, NW, Washington, DC 20036."

Please mail Original Certificate, Endorsements, Renewals and Cancellation Endorsements to:

The Tower Companies
Attention: Property Management
2000 Tower Oak Boulevard
9th Floor
Rockville, MD 20852

Millennium Building
1909 K Street, NW

Requirements for Certificates of Insurance

The following should be listed as the Certificate Holder:

The Tower Companies
2000 Tower Oaks Boulevard
9th Floor
Rockville, MD 20852

Please list the following under "Description of Operations /Locations/Vehicles":
"Nina Jo Associates, LLC, Tower Construction Group, LLC, Tower D. C. Holdings, LLC, Tower Holdings, LLC, Tower Property Holdings, LLC, Tower Real Estate Group, LLC, the Landlord, Its Owners, Partners, Managers, Employees, Agents, Subsidiaries, Affiliates, Property Managers, Lenders, Members, Officers and Directors are additional insureds. Insurer shall agree to a Waiver of all rights of Subrogation. This will cover any and all ongoing work, as well as completed operations at 1909 K Street, NW, Washington, DC 20006

Please mail Original Certificate, Endorsements, Renewals and Cancellation Endorsements to:

The Tower Companies
Attention: Property Management
2000 Tower Oak Boulevard
9th Floor
Rockville, MD 20852

<u>Aspen Hill Shopping Center</u>
<u>13501 – 13781 Connecticut Avenue</u>

Requirements for Certificates of Insurance

The following should be listed as the Certificate Holder:

Tower Companies
2000 Tower Oaks Boulevard
9th Floor
Rockville, MD 20852

Please list the following under "Description of Operations /Locations/Vehicles":
"Aspen Hill Venture, Tower Construction Group, LLC, Abramson-Reich, LLLP, Tower MD Holdings, LLC, Tower Property Holdings, LLC, Tower Real Estate Group, LLC, the Landlord, Its Owners, Partners, Managers, Employees, Agents, Subsidiaries, Affiliates, Property Managers, Lenders, Members, Officers and Directors are additional insureds. Insurer shall agree to a Waiver of all rights of Subrogation. This will cover any and all ongoing work, as well as completed operations at the Aspen Hill Shopping Center, 13501-13781 Connecticut Avenue, Wheaton, MD 20906."

Please mail Original Certificate, Endorsements, Renewals and Cancellation Endorsements to:

The Tower Companies
Attention: Property Management
2000 Tower Oak Boulevard
9th Floor
Rockville, MD 20852

All Blairs

The Blairs (Blair Towers, Blair House, Blair Plaza, Blair East, Blair Towns, The Pearl, Blair Shopping Center, Blair Stores and Blair Office Building)

Requirements for Certificates of Insurance

The following should be listed as the Certificate Holder:

Tower Companies
2000 Tower Oaks Boulevard
9th Floor
Rockville, MD 20852

Please list the following under "Description of Operations /Locations/Vehicles": "Blair Towers, LLC, Blair House Holdings, LLC, Blair East Holdings, LLC, Blair Plaza Holdings, LLC, Blair Pearl Holdings, LLC, Blair Stores, LLC, Blair Shopping Center, LLC, Blair Office Building, LLC, Tower Construction Group, LLC, Tower MD Holdings, LLC, Tower Property Holdings, LLC, Tower Real Estate Group, LLC, the Landlord, Its Owners, Partners, Managers, Employees, Agents, Subsidiaries, Affiliates, Property Managers, Lenders, Members, Officers and Directors are additional insureds. Insurer shall agree to a Waiver of all rights of Subrogation. This will cover any and all ongoing work, as well as completed operations at Blair Towers, LLC, The Pearl – 180 High Park Lane, Blair Towers – 8101-8107 Eastern Avenue, Blair House – 8201 16th Street, Blair Plaza – 1401 Blair Mill Road, Blair East – 1220 East West Highway, Blair Towns – 8300, 8310, 8320 Colesville Road, Blair House/Park Garage – 8316 Colesville Road, Blair Shopping Center and Blair Stores - 1280-1316 East West Highway, Blair Office Building - 8380 Colesville Road, Silver Spring, MD 20910."

Please mail Original Certificate, Endorsements, Renewals and Cancellation Endorsements to:

The Tower Companies
Attention: Property Management
2000 Tower Oak Boulevard
9th Floor
Rockville, MD 20852

2250 Tower Oaks Boulevard, LLC

Requirements for Certificates of Insurance

The following should be listed as the Certificate Holder:

Tower Companies
2000 Tower Oaks Boulevard
9th Floor
Rockville, MD 20852

Please list the following under "Description of Operations /Locations/Vehicles": "2250 Tower Oaks Boulevard, LLC, Tower Oaks Phase 2 Holdings, LLC, Tower-Dawson, LLC, Tower Construction Group, LLC, Tower MD Holdings, LLC, Tower Real Estate Group, LLC, the Landlord, Its Owners, Partners, Managers, Employees, Agents, Subsidiaries, Affiliates, Property Managers, Lenders, Members, Officers and Directors are additional insureds. Insurer shall agree to a Waiver of all rights of Subrogation. This will cover any and all ongoing work, as well as completed operations at 2250 Tower Oaks Boulevard, Rockville, MD 20852."

Please mail Original Certificate, Endorsements, Renewals and Cancellation Endorsements to:

The Tower Companies
Attention: Property Management
2000 Tower Oak Boulevard
9th Floor
Rockville, MD 20852

Tower Oaks Property Owners Association

Requirements for Certificates of Insurance

The following should be listed as the Certificate Holder:

Tower Companies
2000 Tower Oaks Boulevard
9th Floor
Rockville, MD 20852

Please list the following under "Description of Operations /Locations/Vehicles": "Tower Oaks Phase 2 Holdings, LLC, Tower-Dawson, LLC, Tower Oaks Property Owners Association, Inc., Tower Construction Group, LLC, Tower MD Holdings, LLC, Tower Property Holdings, LLC, Tower Real Estate Group, LLC, the Landlord, Its Owners, Partners, Managers, Employees, Agents, Subsidiaries, Affiliates, Property Managers, Lenders, Members, Officers and Directors are additional insureds. Insurer shall agree to a Waiver of all rights of Subrogation. This will cover any and all ongoing work, as well as completed operations at Preserve Parkway, Tower Oaks Boulevard, Wootton Parkway from Preserve Parkway to Tower Oaks Boulevard, Rockville, MD 20852."

Please mail Original Certificate, Endorsements, Renewals and Cancellation Endorsements to:

The Tower Companies
Attention: Property Management
2000 Tower Oak Boulevard
9th Floor
Rockville, MD 20852

Verizon Building
1133 19th Street, NW

Requirements for Certificates of Insurance

The following should be listed as the Certificate Holder:

The Tower Companies
2000 Tower Oaks Boulevard
9th Floor
Rockville, MD 20852

Please list the following under "Description of Operations /Locations/Vehicles": "1137 19th Street Associates, LLC, Tower Construction Group, LLC, Tower D. C. Holdings, LLC, Tower Holdings, LLC, Tower Property Holdings, LLC, Tower Real Estate Group, LLC, the Landlord, Its Owners, Partners, Lenders, Members, Officers and Directors are additional insureds. Insurer shall agree to a Waiver of all rights of Subrogation. This will cover any and all ongoing work, as well as completed operations at 1133-1137 19th, NW, Washington, DC 20036

Please mail Original Certificate, Endorsements, Renewals and Cancellation Endorsements to:

The Tower Companies
Attention: Property Management
2000 Tower Oak Boulevard
9th Floor
Rockville, MD 20852

Attachment 8

JLL

To whom it may concern,

This letter is to serve as a testimonial and a letter of recommendation for Rub-A-Dub Eco Wash. They started servicing our new JLL regional headquarters building at 2020 K Street, NW in Washington, DC about 5 months ago, and so far, they are providing excellent service. The reliability of Shawn and his team has been exceptional, and I would recommend them heartily to anyone looking for a convenient, cost effective way to clean their automobiles in a garage or parking lot setting.

Consistently, Shawn and his team go above and beyond to ensure that our needs are exceeded on each job, and as they become better known to the JLL employees, I am certain they will grow their client base even further.

I can say without reservation that Shawn and his team at Rub-A-Dub are the best car washing and detailing service I have ever used, and I would be happy to speak to anyone considering hiring them in the future to further vouch for them.

Sincerely,

Matthew A. Coursen

Matthew A. Coursen
JLL
Managing Director

Attachment 9

1/23/23

BY ELECTRONIC MAIL

Re: Daniel Tisone

To Whom It May Concern,

I met Daniel when he applied to the venture capital firm, where I was working, for his startup company, RUB A DUB, around 2018-2019. When I initially met with him, he divulged his past to me and was forthcoming regarding his criminal conviction as a teenager.

My background is in finance, though my family owns, operates, and manages commercial real estate buildings in the Washington, DC area. Based on our conversations at the time, Daniel's company, RUB A DUB, was operating from several of my family's properties through a partnership with a parking management company in the DMV.

Based on my conversations with Daniel, Covid made his business hard to operate rendering the business plan unviable, as few people were parking in office building parking lots, who would be potential customers for RUB A DUB.

Furthermore, when the Akridge real estate company was issued a subpoena, Andy Pace, the company's general counsel, approached the entire senior management staff at the company, who could have had knowledge of RUB A DUB performing services within Akridge's buildings. He received replies from all of the senior management that they had no knowledge of Daniel or RUB A DUB, hence Andy Pace's letter was accurate. My business is separate and apart from the Akridge real estate business, so he had no reason to come to me at the time. Most importantly, the relationships that Daniel relayed to me were with the parking companies themselves and not the Akridge real estate company, so it is entirely understandable that Akridge real estate company employees would not have heard of Daniel or RUB A DUB.

All in all, I believe Daniel to be a good person with good intentions. I hope for the best for him.

Sincerely,

William Akridge

Attachment 10

Report generated by
gusto

TEC Ventures LLC
222 Harbour Dr
507
Naples, FL 34103

Payroll Journal Report

Date Range: 01/01/2021 - 12/31/2021 Report Created On: 02/17/2023

Payroll Journal Summary by Employee

Per Employee Summary for pay days that fall between 01/01/2021 and 12/31/2021

Employee Name	Total Earnings	Employee Taxes	Employer Taxes	Net Pay
Ford, Samantha Leigh	$20,984.62	$3,302.31	$1,836.33	$17,682.31
Tisone, Daniel	$43,153.84	$10,014.40	$3,532.27	$33,139.44
Tisone, Albert	$43,153.84	$10,014.40	$3,532.27	$33,139.44
Tisone, Doreen	$43,723.06	$11,325.66	$3,575.81	$32,397.40
Totals	$151,015.36	$34,656.77	$12,476.68	$116,358.59

Employee Earnings

Off Cycle Payroll Pay day: 01/08/2021

Employee Name	Total Earnings	Employee Taxes	Employer Taxes	Net Pay
Ford, Samantha Leigh	$4,000.00	$643.92	$438.00	$3,356.08
Tisone, Albert	$8,250.00	$1,947.88	$862.13	$6,302.12
Tisone, Daniel	$8,250.00	$1,947.88	$862.13	$6,302.12
Tisone, Doreen	$7,000.00	$1,840.87	$766.50	$5,159.13
Payroll Totals	$27,500.00	$6,380.55	$2,928.76	$21,119.45

Off Cycle Payroll Pay day: 01/19/2021

Employee Name	Total Earnings	Employee Taxes	Employer Taxes	Net Pay
Tisone, Albert	$8,249.99	$1,947.87	$631.12	$6,302.12
Tisone, Daniel	$8,249.99	$1,947.87	$631.12	$6,302.12
Tisone, Doreen	$6,999.99	$1,840.86	$535.50	$5,159.13
Payroll Totals	$23,499.97	$5,736.60	$1,797.74	$17,763.37

Payroll period: 05/01/2020 - 05/31/2020 Pay day: 02/12/2021

Employee Name	Total Earnings	Employee Taxes	Employer Taxes	Net Pay
Ford, Samantha Leigh	$4,000.00	$643.92	$405.00	$3,356.08
Tisone, Albert	$8,250.00	$1,947.87	$631.12	$6,302.13
Tisone, Daniel	$8,250.00	$1,947.87	$631.12	$6,302.13
Tisone, Doreen	$7,000.00	$1,840.87	$535.50	$5,159.13

Employee Name	Total Earnings	Employee Taxes	Employer Taxes	Net Pay
Payroll Totals	$27,500.00	$6,380.53	$2,202.74	$21,119.47

Payroll period: 06/01/2020 - 01/31/2021 Pay day: 03/18/2021

Employee Name	Total Earnings	Employee Taxes	Employer Taxes	Net Pay
Ford, Samantha Leigh	$923.08	$70.61	$70.61	$852.47
Tisone, Albert	$1,903.85	$275.03	$145.65	$1,628.82
Tisone, Daniel	$1,903.85	$275.03	$145.65	$1,628.82
Tisone, Doreen	$1,615.38	$246.37	$123.57	$1,369.01
Payroll Totals	$6,346.16	$867.04	$485.48	$5,479.12

Payroll period: 02/01/2021 - 02/28/2021 Pay day: 03/25/2021

Employee Name	Total Earnings	Employee Taxes	Employer Taxes	Net Pay
Ford, Samantha Leigh	$4,000.00	$643.92	$306.00	$3,356.08
Tisone, Albert	$8,250.00	$1,947.88	$631.13	$6,302.12
Tisone, Daniel	$8,250.00	$1,947.88	$631.13	$6,302.12
Tisone, Doreen	$7,000.00	$1,840.87	$535.50	$5,159.13
Payroll Totals	$27,500.00	$6,380.55	$2,103.76	$21,119.45

Payroll period: 04/01/2020 - 04/30/2020 Pay day: 03/25/2021

Employee Name	Total Earnings	Employee Taxes	Employer Taxes	Net Pay
Tisone, Doreen	$7,107.69	$1,874.95	$543.74	$5,232.74

Payroll period: 04/01/2020 - 04/30/2020 Pay day: 03/25/2021

Employee Name	Total Earnings	Employee Taxes	Employer Taxes	Net Pay
Ford, Samantha Leigh	$4,061.54	$656.02	$310.72	$3,405.52

Payroll period: 03/01/2021 - 03/31/2021 Pay day: 04/12/2021

Employee Name	Total Earnings	Employee Taxes	Employer Taxes	Net Pay
Ford, Samantha Leigh	$4,000.00	$643.92	$306.00	$3,356.08
Tisone, Albert	$8,250.00	$1,947.87	$631.12	$6,302.13
Tisone, Daniel	$8,250.00	$1,947.87	$631.12	$6,302.13
Tisone, Doreen	$7,000.00	$1,840.87	$535.50	$5,159.13
Payroll Totals	$27,500.00	$6,380.53	$2,103.74	$21,119.47

Attachment 11

Start 1/1/2020 → End 6/1/2021

Includes: Payouts within this date range

Refresh

Property ID	Address	Bookings	Nights	Gross booking amount	Deductions	Payout
2122207	796 ketch dr	4	137	$126,955.00	-$10,109.54	$116,845.46

Date	Reservation ID	Guest name	Nights	Gross booking amount	Deductions	Payout
2021-05-02	HA-XG1RVR	Pinelope Speh	31	$24,465.00	-$1,947.87	$22,517.13
2021-04-02	HA-5YY0XC	Gail Reynolds	29	$28,220.00	-$2,247.04	$25,972.96
2021-02-13	HA-9CMVFS	darlene braunschweig	43	$41,475.00	-$3,302.19	$38,172.81
2021-01-17	HA-PQXKJV	David Akellian	34	$32,795.00	-$2,612.44	$30,182.56

Florida / Naples / Moorings

South Naples Home *Optional Private Beach Access*-Close to Downtown!

Share Save

About Policies Amenities Reviews Rooms & beds Map Rates & availability Host

$900 avg/night

★ 5 (17 Reviews) · Exceptional!

Add dates for total pricing

Check In	Check Out
Guests	

Check availability

Free cancellation up to 60 days before check-in

Contact host

Property # 2122207

Report this property

Pinelope Speh	5/01/2021 – 6/1/2021	Pool Home W/ Private Beach 2122207	★★★★★ Adorable	Respond to Review
Gail Reynolds	4/01/2021 – 4/30/2021	Pool Home W/ Private Beach 2122207	★★★★★ Very nice	Respond to Review
darlene braunschweig	2/12/2021 – 3/27/2021	Pool Home W/ Private Beach 2122207	Not yet reviewed	
David Akellian	12/29/2020 – 2/1/2021	Pool Home W/ Private Beach 2122207	★★★★★ Great home	Respond to Review

×

David A

Tue, Dec 29 – Mon, Feb 1, 2021

HomeAway

★★★★★ 5/5

Great home

Property manager and owner were terrific

2/12/2021 at 1:33 PM

Respond to review

Send Cancel

You rated David

Overall	★★★★★
Cleanliness	★★★★★
House rules	★★★★★
Communication	★★★★★

×

Gail R

Thu, Apr 1 – Fri, Apr 30, 2021

HomeAway

★★★★★ 5/5

Very nice

The property was just as it looked online. There were plenty of supplies and it was clean. Samantha was very nice and helpful.

5/1/2021 at 8:09 PM

Respond to review

Send Cancel

You rated Gail

Overall	★★★★★
Cleanliness	★★★★★
House rules	★★★★★
Communication	★★★★★

×

Pinelope S

Sat, May 1 – Tue, Jun 1, 2021

HomeAway

★★★★★ 5/5

Adorable

Adorable ..just Arellano cute house and easy to get to down town

6/3/2021 at 5:02 PM

Respond to review

Send Cancel

You rated Pinelope

Overall	★★★★★
Cleanliness	★★★★★
House rules	★★★★★
Communication	★★★★★

Attachment 12

ELS
No job too small

Estates Land-Scraping

Land Clearing & Clean up
Gravel Driveways, Dirt, Rock, Grading
239-287-2895

June 9, 2021

1530 Mandarin Rd
Daniel Tisone
daniel@tecventuresllc.com
239-703-635-9362

Hello Daniel

Below is a detailed scope of work as I understand it. I appreciate the opportunity to quote you and your patience.

Scope of Work - $11,725.

- Remove Ficus hedge surrounding property cut to ground and grind below grade for plantings
- Keep only trees shown in Green X

- All other vegetation on premises; yellow illustrates the scope of ALL other vegetation to be removed.
- Install approximately 20 ft of root barrier after cutting root trench and removing roots from Oak on north side of back yard.
- Pull stump in front yard to north by driveway
- Allocate 4 loads of clean fill dirt to level ground from all trees being removed ($1,000)
- Haul out all vegetation allocation of 8 loads @450 ea / $3,600.

Demolition - $9,870.00

- ~~Remove swimming pool and plumbing.~~
- Remove wooden fencing along property line and across w/gate
- Remove all wood decking and atriums front and back, and dispose of wood, dig out post footers
- Permitting (3 weeks) as we will need county and city demo (County fee's not included)

Recommend driveway refresh using P89 stone, when job is completed and driveway modification to garage area has been established AFTER landscaping. If you need a landscaper, I have two that I can send you to bid.

Final Expectation

Please check us out on Facebook and previous customer testimonials with photos of previous jobs, we accept all major credit cards, fully licensed and insured. NOTE: ground will be flattened as much as possible (not a hand rake finish grade). Client is aware that sprinklers will get damaged.

If you wish to proceed, kindly reply to the email.

Sincerely,

Grant Brosseau
239-253-6141

ESTIMATE

Epic Roofing (License# CCC1331242)
9990 Coconut Rd
Bonita Springs, FL 34135
(239) 214-3445

Sales Representative
Joshua Foree
jforee@epicroofs.com

Daniel Tisone
1530 Mandain Rd
Naples, FL 34102

Claim#

Estimate #	5036
Date	6/29/2021

Item	Description	Qty	Price	Amount
All Permits Included	Re-Roof County or City Permit	1.00	$0.00	$0.00
Tear off, haul away, deck prep	Includes property protection, shingle tear off, dispose of old material, clean up.	1.00	$0.00	$0.00
Plywood Replacement	We replace all damaged/rotted wood. First 3 sheets $30, any plywood used after the 3 is $75 each.	1.00	$0.00	$0.00
Drip Edge	Installed around whole perimeter of roof. Color options available (White,Brown,Black)	1.00	$0.00	$0.00
Re-nail roof deck to code	Deck re-nail up to current Florida building code	1.00	$0.00	$0.00
Peel & Stick Underlayment	Install self adhering shingle peel and stick underlayment. This serves as a secondary water barrier.	1.00	$0.00	$0.00
Lead pipe boots	Re-move and replace all lead boot penetrations.	1.00	$0.00	$0.00
Vents	Remove and replace all gooseneck vents on roof.	1.00	$0.00	$0.00
Valley Metal	Remove and Replace valley metal	1.00	$0.00	$0.00
Ventilation	Remove and replace current roof ventilation vents	1.00	$0.00	$0.00
Flat Roof Replacement	Tear off old flat roof, replace any damaged/rotted wood. Apply water tight Polyglass Base sheet, then apply granulated Polyglass Cap sheet. Front and back Flat	9.00	$500.00	$4,500.00
shingles	Install Dimensional shingles: Atlas Prolam, Iko Cambridge, or Owens Corning Oakridge. Based on availability.	1.00	$0.00	$0.00
Total Cost	Total Cost including permitting, parts, labor and cleanup	24.00	$372.00	$8,928.00

Sub Total	$13,428.00
Total	$13,428.00

S P E C I A L   I N S T R U C T I O N S

www.carter-fence.com
3490 Shearwater St
Naples, FL 34117
(239) 353-4102
Joe@carter-fence.com

CARTER FENCE COMPANY Inc.
For ALL Your Fencing Needs

Estimate #33617
Date Created: Wed Jun 30, 2021

Customer	Point of Contact	Service Location	Billing Address
Parish, Mathew: Parish, Mathew 1530 Mandarin Rd Naples, FL 34102-5138 715-302-0922	Mathew Parish mparishcontracting@gmail.com 715-302-0922	1530 Mandarin Rd Naples, FL 34102-5138	Billing Address:

Item(s)

Qty	Name	Description
1	Clear Path	Please have at minimum a 3' wide path cleared prior to installation. All brush/foliage/refuse/debris must be cleared or we will not be able to install.
1	Mobilization: Collier County	
1	Residential Permit: Collier County	Carter Fence permit cost & processing fee. **Survey to be supplied by customer to initiate permitting process**
316	Remove & Replace	Remove: Existing wood fence Replace with: White vinyl 6'H
316	Vinyl Fence: 6'H	Manufacturer: ActiveYards/PolyVinyl Grade: Commercial Style: Dogwood Color: White Post Size: 5"x5"x108" Panel Width: 8' Wide
1	Vinyl Gate: 6'H	Manufacturer: ActiveYards/PolyVinyl Type: Single Swing Opening: 5' Grade: Haven Style: Dogwood Color: White Post Size: 5"x5" Hinges: Self Closing Latch: Self Latching **All gates include a welded aluminum frame**
1	Industry Pricing	Due to COVID-19, industry pricing is fluctuating rapidly. Therefore, this estimate is only good for (2) weeks after it has been issued to customer. Please allow time for estimator to review pricing again if the estimate is older than (2) weeks. Thank you for your patience.
1	Layout Agreement	By Accepting This Quote You Are Agreeing To Attached Layout

IF THERE IS AN OPTION LISTED ON THE PROPOSAL, PLEASE SIGN YOUR INITIALS NEXT TO THE LINE ITEM TO CONFIRM YOU WOULD LIKE TO PROCEED WITH THIS OPTION

Total $12,276.00

Estimate Notes

remove wood - replace with vinyl

Signature Date

Print Name:

For all customers we require a 50% deposit from you before any installation date can be given. If a Contract or Purchase Order is provided then a 50% deposit is not required. Payment Methods Accepted: Cash, Check or Credit Card. If you would like to make a payment on our website using a credit card, please go to the following link: https://carter-fence.com/transaction-form/ (Please note: A 3% convenience fee will apply)

Introducing to you our new FIVE YEAR WARRANTY! We stand behind our workmanship by offering this to you.

Thank you for your business. We look forward to working with you!

TERMS AND CONDITIONS

BY SIGNING OR GIVING WRITTEN CONSENT TO MOVE FORWARD WITH THIS CONTRACT, WE (I) AGREE TO PAY FOR THE SERVICES NOTED ABOVE AND ALL THE SERVICES HERETOFORE OR HEREAFTER PURCHASED OR ORDERED FROM YOU TOGETHER. CARTER FENCE CO. INC. WARRANTS THE FENCE AGAINST DEFECTS IN MATERIALS FOR A PERIOD OF ONE YEAR AND WORKMANSHIP FOR A PERIOD OF FIVE YEARS FROM THE DATE OF COMPLETED INSTALLATION. IF ANY DEFECT EXISTS AND IS REPORTED TO CARTER FENCE CO. INC. WITHIN ONE YEAR, CARTER FENCE WILL REPAIR OR REPLACE ANY DEFECT WITHOUT CHARGE DURING NORMAL WORKING HOURS. IF ANY DEFECT EXISTS AND IS REPORTED ON POOR WORKMANSHIP, CARTER FENCE WILL REPAIR AND REPLACE ANY DEFECT WITHOUT CHARGE DURING NORMAL WORKING HOURS. BUYER AUTHORIZES WORK TO COMMENCE AND AGREES TO PAY PRICE DESCRIBED. IF ADDITIONAL MATERIALS OR LABOR IS PERFORMED THERE WILL BE ADDITIONAL CHARGES ON FINAL INVOICE. IF WE QUOTED YOU MORE MATERIAL THAN NEEDED, WE WILL DEDUCT THIS ON YOUR FINAL INVOICE. PAYMENT IS DUE UPON COMPLETION OF WORK. IF PAYMENT IS DELINQUENT AFTER 10 DAYS, A 1.5% MONTHLY FINANCE CHARGE WILL BE BILLED ON THE BALANCE DUE. ALL COSTS INCURRED TO COLLECT A DELINQUENT ACCOUNT WILL BE ADDED TO THE BALANCE DUE AND ARE THE RESPONSIBILITY OF THE OWNER. CUSTOMER HEREBY ASSUMES FULL RESPONSIBILITY FOR LOCATING FENCES LINES AND ALL UNDERGROUND CABLES, LINES, AND PIPES. CARTER FENCE CO. INC. IS NOT RESPONSIBLE FOR DAMAGES TO UNDERGROUND UTILITIES NOT IDENTIFIED BY OWNER. ESTIMATES ARE ONLY VALID FOR 10 DAYS AFTER THE DATE THEY ARE CREATED. CARTER FENCE CO. INC. REQUIRES 48 HOURS FOR ANY CANCELLATION OR RESCHEDULING PRIOR TO THE INSTALLATION DATE THAT IS GIVEN VIA EMAIL. PLEASE NOTE A $500 FEE WILL BE ADDED TO THE FINAL INVOICE IF THESE TERMS ARE NOT MET.

Omax Home Inc.
1946 Dana Dr.
Fort Myers, FL 33907 US
239-344-9230
omaxhome@gmail.com
omaxhome.com

Estimate

ADDRESS
1530 Mandarin Rd Naples, FL 34102

ESTIMATE #	DATE	
1424	07/30/2021	

JOB NAME
1530 Mandarin Rd

DOOR STYLE/COLOR
US Series White Shaker *Framed

ACTIVITY	QTY	RATE	AMOUNT
Cabinet:SB36 36" Sink Base	1	0.00	0.00T
Cabinet:3DB30 3 Drawer 30" Base	3	0.00	0.00T
Cabinet:B33 33" Base Cabinet	1	0.00	0.00T
Cabinet:B30 30" Base	1	0.00	0.00T
Cabinet:BLS33 33" Lazy Susan Base Cabinet	1	0.00	0.00T
Cabinet:UC189024 Pantry/Utility Cabinet 18 x 90 x 24	2	0.00	0.00T
Cabinet:W361824 36x18x24 Wall Cabinet	1	0.00	0.00T
Cabinet:W3036 30x36 Wall Cabinet	1	0.00	0.00T
Cabinet:W3020 30x20 Wall Cabinet	1	0.00	0.00T
Cabinet:W0936 9x36 Wall Cabinet	1	0.00	0.00T
Cabinet:WDC2436 24 x 36 Wall Diagonal Corner	1	0.00	0.00T
Cabinet:W2436 24x36 Wall Cabinet	2	0.00	0.00T
Cabinet:W1836 18x36 Wall Cabinet	1	0.00	0.00T
Cabinet:F336 3x36 Wall Filler	3	0.00	0.00T
Cabinet:DW2435 Dishwasher Panel 24 x 35	1	0.00	0.00T

ACTIVITY	QTY	RATE	AMOUNT
Cabinet:PNL4896 48x96 Panel	1	0.00	0.00T
Cabinet:ACM8 Crown Moulding	4	0.00	0.00T
Cabinet:TKC8 Toe Kick	3	0.00	0.00T
Sales Total for above cabinets and materials.	1	6,905.64	6,905.64T
Labor:Installation Installation Charge for all cabinets and materials described above.	1	2,320.00	2,320.00
Cabinet:Counter Top Level 3 quartz - per customer selection. Color to be determined. Price includes material, install, sink cut out, 4" backsplash where needed, choice of 5 standard edge profiles. NOTE: Material prices subject to change due to template and/or material choice.	1	4,536.25	4,536.25T
			Subtotal: 13,761.89
KITCHEN SINK:OACS 3219 Single bowl handmade undermount sink 16 gauge Stainless Steel; 32 x 19 x10	1	245.00	245.00T
KITCHEN FAUCET Sensor Technology:OAF 9102-5C Sensor Kitchen faucet, chrome or nickel	1	250.00	250.00T
			Subtotal: 495.00
Misc:Disclaimer By signing this estimate, the customer confirms 100% responsibility for checking and confirming that ALL PRODUCT SIZES, STYLES & COLOR are correct before submitting payment. Omax Home Inc is not responsible for any drywall, tile or paint repairs. Any additional job requested & approved by the customer is subject to charge. Each additional trip for extra work that is not on the contract requires a $150 fee.	1	0.00	0.00T
Payment Terms *20% DISCOUNT APPLIED* 1st payment due at contract signing; 2nd payment due upon materials arriving at warehouse; 3rd payment due upon installation; Final payment due upon completions. *Countertop payment is due in full before installation*	1	0.00	0.00

SUBTOTAL	14,256.89
TAX	766.38
SHIPPING	299.00
TOTAL	**$15,322.27**

Accepted By

Accepted Date

☐ Materials Only ☑ Materials & Installation

LATITUDE WINDOWS

4830 NE 10th Ave. ● Oakland Park, FL 33334

Licenses: **FL #:** SCC131151654
Palm Beach: U-21987 **Broward:** 14-G-19135
Office: 954-451-5601
Email: Sales@LatitudeWindows.com
Website: www.latitudewindows.com

Contractor: Latitude Windows, Inc. **Sales Rep:** **Rep Initials:**

Owner / Agent: Daniel Tisone

Job-Site Address: 1530 Mandarin Rd Naples FL 34102 **Unit Number:**

Legal Description: COQUINA SANDS UNIT 2 BLK A LOT 6 **Folio / PCN:** 06280120005

Mailing Address: **Misc. Info:**

Phone Number: 703-635-9362 **E-Mail:** daniel@tecventuresllc.com

Additional Info: Owner is Daniel Tisone **Alt E-Mail:**

The following products and/or services are covered by this proposal * **Permit Included:** NO **Year Built:** 1967

Supplying and Installing

Impact windows and doors as per attached inventory pages (all openings are included).
Frame color to be white kynar, all glass tinted gray. Bathroom window to have privacy glass.
Latitude to secure building permit from Naples. Building permit cost to be added to second payment.

* ***Please see terms & conditions of this proposal / contract pages 2-4.***

I understand and accept this proposal. I have had the opportunity to read and ask questions about all four (4) pages of this contract before signing. I acknowledge that payments other than cash/check/eCheck will be subject to a 3.00% **processing fee.**

Total Price [1]

Total 27,540.00

Owner/Agent: ______________
Signature

Print Name: Stewarts General Services

Date: ______________

Sales Rep: ______________

Officer Signature: ______________

Payment Schedule

Deposit (Due upon contract signing) :	13,540.00
Second Payment (Due when material is delivered to Job Site) :	11,000.00
Final (Due upon approval of final inspection) :	3,000.00

Notes

[1] Cash/check price

READ BEFORE SIGNING - BUYER'S RIGHT TO CANCEL: " If this is a home solicitation sale, and if you do not want the goods or servies, you may cancel this agreement by providing written notice to the seller in person, by telegram, or by mail. This notice must indicate that you do not want the good or services and must be delivered or postmarked before midnight of the third business day after you sign this agreement. If you cancel this agreement (within the three days) the seller may not keep all or part of any cash down payment."

Attachment 13

HUD-1

OMB Approval No. 2502-0265

A. Settlement Statement (HUD-1)

B. Type of Loan

◯ 1. FHA ◯ 4. V.A.	◯ 2. RHS ◯ 5. Conv. Ins.	◯ 3. Conv. Unins.	**6. File Number** 16848.001	**7. Loan Number** BPB2020110019 ID:	**8. Mortg. Ins. Case Num.**

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: 796 Ketch, LLC, a Florida limited liability company
Address of Borrower: 222 Harbour Drive, Unit 507, Naples, Florida 34103
E. NAME OF SELLER: Aaron Kozol and Gina Rum Kozol, formerly known as Gina Rum, husband and wife
Address of Seller: 796 Ketch Drive, Naples, Florida 34103
F. NAME OF LENDER: Athas Capital Group, Inc., ISAOA
Address of Lender: 27001 Agoura Road, Suite 200, Calabasas, California
G. PROPERTY LOCATION: 796 Ketch Drive, Naples, Florida 34103
H. SETTLEMENT AGENT: Coleman, Yovanovich & Koester, P.A.
Address: 4001 Tamiami Trail North, Suite 300, Naples, Florida 34103 Phone: 239-435-3535
Place of Settlement: 4001 Tamiami Trail North, Suite 300, Naples, Florida 34103
I. SETTLEMENT DATE: 11/5/20 **DISBURSEMENT DATE:** 11/5/20

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	1,395,000.00	401. Contract sales price	1,395,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (Line 1400)	55,603.02	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 from 11/05/20 to 12/31/20	1,031.19	407. County taxes from 11/05/20 to 12/31/20	1,031.19
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	1,451,634.21	**420. Gross amount due to seller:**	1,396,031.19
200. Amounts paid or in behalf of borrower:		**500. Reductions in amount due to seller:**	
201. Deposit or earnest money	139,500.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	1,046,200.00	502. Settlement charges to seller (line 1400)	101,708.17
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	834,398.24
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507. Deposit is being disbursed as proceeds	
208. Principal amt of mortgage held by seller		508. Principal amt of mortgage held by seller	
209.		509.	
209a.		509a.	
209b.		509b.	
Adjustments for items unpaid by seller:		**Adjustments for items unpaid by seller:**	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	1,185,700.00	**520. Total reductions in amount due seller:**	936,106.41
300. Cash at settlement from/to borrower:		**600. Cash at settlement to/from seller:**	
301. Gross amount due from borrower (line 120)	1,451,634.21	601. Gross amount due to seller (line 420)	1,396,031.19
302. Less amount paid by/for the borrower (line 220)	(1,185,700.00)	602. Less total reductions in amount due seller (line 520)	(936,106.41)
303. Cash (☑ From ☐ To) Borrower:	265,934.21	603. Cash (☑ To ☐ From) Seller:	459,924.78

Borrower's Initial(s): Seller's Initial(s):

L. Settlement charges	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Real Estate Broker Fees $83,700.00		
Division of commission (line 700) as follows:		
701. $ 41,850.00 to Gulf Coast International Properties		
702. $ 41,850.00 to John R. Wood		
703. Commission paid at settlement		83,700.00
704.		
705. to		
706. to		
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 (from GFE A)		
804. Appraisal fee to ClearCapital (from GFE #3) 190.00 POC (B)*		
805. Credit report to (from GFE #3)		
806. Tax service to (from GFE #3)		
807. Flood certification to (from GFE #3)		
808. Underwriting Fee to	1,495.00	
809. to		
810. Appraisal Fee to Solidifi 635.00 POC (B)*		
811. Entity Review Fee to Athas Capital Group, Inc., ISA(	5.00	
812. Entity Review Fee to Athas Capital Group, Inc., ISA(550.00 POC (B)*		
813. Consulting Fee to Premier Mortgage Consultants	15,693.00	
900. Items Required by Lender to Be Paid in Advance		
901. Daily interest charges from 11/05/20 to 12/01/20 @ 312.4069 /day (from GFE #10)	8,122.58	
902. Mortgage insurance premium for months to (from GFE #3)		
903. Homeowner's insurance premium 1 years to Prepared Insurance Company (from GFE #11)	6,239.00	
904. Flood insurance premium for years to		
905. years to		
1000. Reserves Deposited with Lender		
1001. Initial deposit for your escrow account (from GFE #9)	7,486.09	
1002. Homeowner's insurance 2 months @ $519.92 per month $1,039.84		
1003. Mortgage insurance months @ per month		
1004. Property taxes 3 months @ $2,148.75 per month $6,446.25		
1005. Flood insurance months @ per month		
1006. months @ per month		
1007. months @ per month		
1008. months @ per month		
1009. Aggregate accounting adjustment		
1100. Title Charges		
1101. Title services and lender's title insurance (from GFE #4)	1,608.75	
1102. Settlement or closing fee to Coleman, Yovanovich & Koes $950.00		
1103. Owner's title insurance to First American Title Insurance Company/Colem(from GFE #5) OF6-6062.50	6,062.50	
1104. Lender's title insurance to First American Title Insurance Company/Coleman, $658.75 MF6-25.00;8.1-25;F9-608.75		
1105. Lender's title policy limit $1,307,750.00		
1106. Owner's title policy limit $1,395,000.00		
1107. Agent's portion of the total title insurance premium $4,655.49 to Coleman, Yovanovich & Koester, P.A.		
1108. Underwriter's portion of the total title insurance premium $2,065.76 to First American Title Insurance Company		
1109. Abstract or title search to First American Title Insurance	100.00	
1110. Attorney Fee to Coleman, Yovanovich & Koes	1,450.00	
1111. Misc. Fees (Copies, Courier, Fed to Coleman, Yovanovich & Koes	150.00	
1112. to		
1113. to		
1200. Government Recording and Transfer Charges		
1201. Government recording charges (from GFE #7)	334.50	
1202. Deed $18.50 Mortgage(s) $316.00 Releases $0.00 $334.50		
1203. Transfer taxes (from GFE #8)	5,754.10	
1204. City/County tax/stamps Deed $0.00 Mortgage(s) $2,092.40		
1205. State tax/stamps Deed $9,765.00 Mortgage(s) $3,661.70		9,765.00
1206. Final Contractors Affidavit to Collier County Clerk of Court		10.00
1207. LLC Affidavit to Collier County Clerk of Court	27.00	
1208.		
1300. Additional Settlement Charges		
1301. Required services that you can shop for (from GFE #6)		
1302. 2020 Real Estate Taxes to Collier County Tax Collector		6,621.35
1303. CSC Invoice to CSC	359.00	
1304. Utility Bill to City of Naples		649.32
1305. Closing Fee to Law Office of Sam J. Saad III		950.00
1306. Lien Search to Property Debt Research	101.50	
1307. Survey to FLA Surveys Corp	615.00	
1308. Estoppel Fee to Orange Lien Data		12.50
1309.		
1400. Total Settlement Charges		
(Enter on lines 103, Section J and 502, Section K)	55,603.02	101,708.17

* POC (B) = Paid outside of closing by borrower

* POC (S) = Paid outside of closing by seller

** The exception rate option was used in this file

Borrower's Initial(s):

Seller's Initial(s):

HUD-1 SETTLEMENT STATEMENT ADDENDUM

File Number: 16648.001

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)

796 Ketch, LLC, a Florida limited liability company

By: TEC Ventures, LLC, a Virginia limited liability company, its Manager

By: Daniel Tisone
Daniel Tisone, Manager

(Corporate Seal)

Seller(s)

Aaron Kozol

Gina Rum Kozol

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.

Coleman, Yovanovich & Koester, P.A.

By:

Date: 11/5/20

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.

HUD-1 SETTLEMENT STATEMENT ADDENDUM

File Number: 16848.001

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)

796 Ketch, LLC, a Florida limited liability company

By: TEC Ventures, LLC, a Virginia limited liability company, its Manager

By: ______________________

Daniel Tisone, Manager

(Corporate Seal)

Seller(s)

DocuSigned by:

Aaron Kozol

CAAFAAFA027A42A...

Aaron Kozol

DocuSigned by:

Gina Rum Kozol

7109769...A07...49F...

Gina Rum Kozol

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.

Coleman, Yovanovich & Koester, P.A.

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.

American Land Title Association

ALTA Settlement Statement - Combined
TRID Rates
Adopted 05-01-2015

Settlement Agent: HENDERSON, FRANKLIN, STARNES & HOLT, P.A.
Settlement Location: 1715 Monroe Street, Fort Myers, Florida 33901
File No./Escrow No.: THG 38462-1
Print Date & Time: 5/27/21 at 1:58 pm

Property Address: 796 Ketch Dr, Naples, Florida 34103
Buyer: Nilesh Vyas and Marianne Vyas as Trustees of the Nilesh A. Vyas Trust, dated 8/23/2017
Seller: 796 Ketch LLC
Lender: Sandy Spring Bank
Loan ID # 10021053679
Settlement Date: 6/1/2021
Disbursement Date: 6/1/2021

Seller		Description	Borrower / Buyer	
Debit	Credit		Debit	Credit
		Financial		
	$2,195,000.00	Sale Price of Property	$2,195,000.00	
		Deposit		$219,500.00
		Loan Amount to Sandy Spring Bank		$1,097,500.00
$1,019,456.66		1031 Exchange Proceeds		
		Prorations/Adjustments		
$2,739.25		County Taxes 01/01/21 to 06/01/21		$2,739.25
		Loan Charges to Sandy Spring Bank		
		Administration Fee to Sandy Spring Bank	$1,250.00	
		Appraisal Fee to SharperLending	$600.00	
		Credit Report Fee to CreditPlus, Inc.	$40.00	
		Flood Certification to Sandy Spring Bank	$12.50	
		Tax Service Fee to Sandy Spring Bank	$85.00	
		Administrative Fee to HENDERSON, FRANKLIN, STARNES & HOLT, P.A.	$9.50	
		Municipal Lien Search Fee to Property Debt Research/HFSH	$101.50	
		Title - Loan Settlement Fee to HENDERSON, FRANKLIN, STARNES & HOLT, P.A.	$875.00	
		Title Search Report Fee to Old Republic Nat. Title/HENDERSON, FRANKLIN	$75.00	
		Homeowner's Insurance Premium (12 mo.) to Lighthouse Property	$4,909.00	
		Prepaid Interest (99.08 per day from 06/01/21 to 07/01/21) to Sandy Spring Bank	$2,972.40	
		Impounds		
		Homeowner's Insurance $409.08 per month for 3 mo. to Sandy Spring Bank	$1,227.24	
		Property Taxes $574.77 per month for 10 mo. to Sandy Spring Bank	$5,747.70	
		Aggregate Adjustment to Sandy Spring Bank		$2,045.40

Note: POC B: Paid Outside Closing by the Borrower/Buyer, POC S: Paid Outside Closing by the Seller, PBO: Paid by Other.

Seller		Description	Borrower / Buyer	
Debit	Credit		Debit	Credit
		Title Charges & Escrow / Settlement Charges		
		Title - Lender's Title Endrsmnts to Old Republic Nat. Title/HENDERSON, FRANKLIN	$347.50	
		Title - Lender's Title Insurance to Old Republic Nat. Title/HENDERSON, FRANKLIN	$3,225.00	
		Title - Owner's Title Insurance (optional) to Old Republic Nat. Title/HENDERSON, FRANKLIN	$2,882.00	
		Government Recording and Transfer Charges		
		Recording fees to Collier County Clerk of Court	$190.00	
$15,365.00		Deed - Documentary Stamps to Collier County Clerk of Court		
$27.00		LLC Affidavit for Seller to Collier County Clerk of Court		
		Mortgage - Documentary Stamps to Collier County Clerk of Court	$3,841.25	
		Mortgage - Intangible Taxes to Collier County Clerk of Court	$2,195.00	
		Payoff(s)		
$1,056,261.02		Payoff of First Mortgage Loan to BSI Financial Services		
		Miscellaneous		
$100.00		Administrative Processing Fee to Conroy, Conroy & Durant, P.A.		
$5.00		Certificate of Status-796 Ketch LLC to Conroy, Conroy & Durant, P.A.		
$20.00		Courier Fee to Conroy, Conroy & Durant, P.A.		
		Miscellaneous Costs and Expenses to HENDERSON, FRANKLIN, STARNES & HOLT, P.A.	$130.00	
$12.50		Orange Lien Reimbursement to Conroy, Conroy & Durant, P.A.		
$43,900.00		Real Estate Commission Buyer Broker to John R Wood Properties		
$54,875.00		Real Estate Commission Seller Broker to Gulf Coast International Properties		
$1,250.00		Seller Attorney Fees to Conroy, Conroy & Durant, P.A.		
$988.57		Water/Sewer/Garbage to City of Naples Finance Department		

Seller			Borrower / Buyer	
Debit	Credit		Debit	Credit
$2,195,000.00	$2,195,000.00	**Subtotals**	$2,225,715.59	$1,321,784.65
		Due From Borrower		$903,930.94
		Due From Seller		
$2,195,000.00	$2,195,000.00	**Totals**	$2,225,715.59	$2,225,715.59

Note: POC B: Paid Outside Closing by the Borrower/Buyer, POC S: Paid Outside Closing by the Seller, PBO: Paid by Other.

Acknowledgement

The undersigned hereby certify that they have carefully reviewed the Closing Disclosure or other settlement statement form and they approve and agree to the payment of all fees, costs, expenses and disbursement as reflected on the Closing Disclosure or other settlement statement form to be paid on their behalf. We further certify that we have received a copy of the Closing Disclosure or other settlement statement.

_______________ Date 6/1/2021
Nilesh Vyas, as Trustee of the
Nilesh A. Vyas Trust dated 8/23/2017

_______________ Date 6/1/21
Marianne Vyas, as Trustee of the
Nilesh A. Vyas Trust dated 8/23/2017

796 Ketch LLC
a Florida limited liability company

By: TEC Ventures, LLC
a Virginia limited liability company

By: _______________ Date _________
Daniel Tisone
Manager

(Corporate Seal)

I have reviewed the Closing Disclosure, the settlement statement, the lender's closing instructions and any and all other forms relative to the escrow funds, including any disclosure of the Florida title insurance premiums being paid, and I agree to disburse the escrow funds in accordance with the terms of this transaction and Florida law.

HENDERSON, FRANKLIN, STARNES & HOLT, P.A.

By: _______________

APPROVE:
1031 EXCHANGE CONNECTION

BY: _______________
Nace Cohen

Note: POC B: Paid Outside Closing by the Borrower/Buyer, POC S: Paid Outside Closing by the Seller, PBO: Paid by Other.

Acknowledgement

The undersigned hereby certify that they have carefully reviewed the Closing Disclosure or other settlement statement form and they approve and agree to the payment of all fees, costs, expenses and disbursement as reflected on the Closing Disclosure or other settlement statement form to be paid on their behalf. We further certify that we have received a copy of the Closing Disclosure or other settlement statement.

______________________________ Date_________
Nilesh Vyas, as Trustee of the
Nilesh A. Vyas Trust dated 8/23/2017

______________________________ Date_________
Marianne Vyas, as Trustee of the
Nilesh A. Vyas Trust dated 8/23/2017

796 Ketch LLC
a Florida limited liability company

By: TEC Ventures, LLC
a Virginia limited liability company

By: ________________ Date 5/27/21
Daniel Tisone
Manager

(Corporate Seal)

I have reviewed the Closing Disclosure, the settlement statement, the lender's closing instructions and any and all other forms relative to the escrow funds, including any disclosure of the Florida title insurance premiums being paid, and I agree to disburse the escrow funds in accordance with the terms of this transaction and Florida law.

HENDERSON, FRANKLIN, STARNES & HOLT, P.A.

By: ______________________________

APPROVE:
1031 EXCHANGE CONNECTION

BY:________________________
Nace Cohen

Note: POC B: Paid Outside Closing by the Borrower/Buyer, POC S: Paid Outside Closing by the Seller, PBO: Paid by Other.

Acknowledgement

The undersigned hereby certify that they have carefully reviewed the Closing Disclosure or other settlement statement form and they approve and agree to the payment of all fees, costs, expenses and disbursement as reflected on the Closing Disclosure or other settlement statement form to be paid on their behalf. We further certify that we have received a copy of the Closing Disclosure or other settlement statement.

______________________________Date_________
Nilesh Vyas,as Trustee of the
Nilesh A. Vyas Trust dated 8/23/2017

______________________________ Date_________
Marianne Vyas, as Trustee of the
Nilesh A. Vyas Trust dated 8/23/2017

796 Ketch LLC
a Florida limited liability company

By: TEC Ventures, LLC
a Virginia limited liability company

By: ___________________Date_________
Daniel Tisone
Manager

(Corporate Seal)

I have reviewed the Closing Disclosure, the settlement statement, the lender's closing instructions and any and all other forms relative to the escrow funds, including any disclosure of the Florida title insurance premiums being paid, and I agree to disburse the escrow funds in accordance with the terms of this transaction and Florida law.

HENDERSON, FRANKLIN, STARNES & HOLT, P.A.

By: ____

APPROVE:
1031 EXCHANGE CONNECTION

BY: Nace Cohen ______________
Nace Cohen

Note: POC B: Paid Outside Closing by the Borrower/Buyer, POC S: Paid Outside Closing by the Seller, PBO: Paid by Other.

Attachment 14

HUD-1

OMB Approval No. 2502-0265

A. Settlement Statement (HUD-1)

B. Type of Loan

◯ 1. FHA ◯ 2. RHS ◯ 3. Conv. Unins. ◯ 4. V.A. ◯ 5. Conv. Ins.	**6. File Number** 16848.002	**7. Loan Number** ID:	**8. Mortg. Ins. Case Num.**

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:	Daniel Tisone
Address of Borrower:	222 Harbour Drive #507, Naples, Florida 34103
E. NAME OF SELLER:	Thomas J. Scangarello and Susan C. Scangarello, husband and wife
Address of Seller:	1530 Mandarin Road, Naples, Florida 34102
F. NAME OF LENDER:	SG Capital Partners LLC dba Clearedge Lending
Address of Lender:	
G. PROPERTY LOCATION:	1530 Mandarin Road, Naples, Florida 34102
H. SETTLEMENT AGENT:	Coleman, Yovanovich & Koester, P.A.
Address:	4001 Tamiami Trail North, Suite 300, Naples, Florida 34103 Phone: 239-435-3535
Place of Settlement:	4001 Tamiami Trail North, Suite 300, Naples, Florida 34103
I. SETTLEMENT DATE:	3/12/21 **DISBURSEMENT DATE:** 3/12/21

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	985,000.00	401. Contract sales price	985,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (Line 1400)	42,206.71	403.	
104.		404.	
105.		405. Seller Contribution Towards Closing Costs	30,000.00
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:	1,027,206.71	**420. Gross amount due to seller:**	1,015,000.00
200. Amounts paid or in behalf of borrower:		**500. Reductions in amount due to seller:**	
201. Deposit or earnest money	98,500.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	738,750.00	502. Settlement charges to seller (line 1400)	62,343.19
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	846,877.81
205.		505. Payoff of second mortgage loan	55,000.00
206. Lender Credit	1,846.88	506.	
207.		507. Deposit is being disbursed as proceeds	
208. Principal amt of mortgage held by seller		508. Principal amt of mortgage held by seller	
209.		509.	
209a.		509a.	
209b. Title Evidence Credit to Buyer	150.00	509b. Title Evidence Credit to Buyer	150.00
209c.		509c.	
Adjustments for items unpaid by seller:		**Adjustments for items unpaid by seller:**	
210. City/town taxes		510. City/town taxes	
211. County taxes from 01/01/21 to 03/12/21	778.89	511. County taxes from 01/01/21 to 03/12/21	778.89
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	840,025.77	**520. Total reductions in amount due seller:**	965,149.89
300. Cash at settlement from/to borrower:		**600. Cash at settlement to/from seller:**	
301. Gross amount due from borrower (line 120)	1,027,206.71	601. Gross amount due to seller (line 420)	1,015,000.00
302. Less amount paid by/for the borrower (line 220)	(840,025.77)	602. Less total reductions in amount due seller (line 520)	(965,149.89)
303. Cash (☑ From ☐ To) Borrower:	187,180.94	603. Cash (☑ To ☐ From) Seller:	49,850.11

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.

Borrower's Initial(s): Seller's Initial(s):

L. Settlement charges	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Real Estate Broker Fees $49,250.00		
Division of commission (line 700) as follows:		
701. $ 24,625.00 to William Raveis Real Estate		
702. $ 24,625.00 to John R. Wood		
703. Commission paid at settlement		49,250.00
704.		
705. to		
706. to		
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 (from GFE A)		
804. Appraisal fee to Nationwide Property and Appra (from GFE #3) 785.00 POC (B)*		
805. Credit report to AVANTUS (from GFE #3)	93.50	
806. Tax service to Lereta (Tax Service) (from GFE #3)	90.00	
807. Flood certification to Lereta (Flood Service) (from GFE #3)	9.00	
808. Originator Compensation to Premier Mortgage Consultants	12,189.38	
809. Underwriting Fee to	1,199.00	
810. to		
811. to		
812. to		
813. to		
900. Items Required by Lender to Be Paid in Advance		
901. Daily interest charges from 03/12/21 to 04/01/21 @ 94.9100 /day (from GFE #10)	1,898.18	
902. Mortgage insurance premium for months to (from GFE #3)		
903. Homeowner's insurance premium 1 years to (from GFE #11)	7,168.45	
904. Flood insurance premium for years to		
905. years to		
1000. Reserves Deposited with Lender		
1001. Initial deposit for your escrow account (from GFE #9)	5,631.90	
1002. Homeowner's insurance 3 months @ $597.37 per month $1,792.11		
1003. Mortgage insurance months @ per month		
1004. Property taxes 7 months @ $1,231.25 per month $8,618.75		
1005. Flood insurance months @ per month		
1006. months @ per month		
1007. months @ per month		
1008. months @ per month		
1009. Aggregate accounting adjustment ($4,778.96)		
1100. Title Charges		
1101. Title services and lender's title insurance (from GFE #4)	1,052.50	
1102. Settlement or closing fee to Coleman, Yovanovich & Koes $500.00		
1103. Owner's title insurance to Chicago Title Insurance Company/Coleman, Y(from GFE #5) OF6-5000.00	5,000.00	
1104. Lender's title insurance to Chicago Title Insurance Company/Coleman, Yovan $552.50 MF6-25.00;8.1-25;F9-502.50		
1105. Lender's title policy limit $738,750.00		
1106. Owner's title policy limit $985,000.00		
1107. Agent's portion of the total title insurance premium $3,886.75 to Coleman, Yovanovich & Koester, P.A.		
1108. Underwriter's portion of the total title insurance premium $1,665.75 to Chicago Title Insurance Company		
1109. Abstract or title search to Chicago Title Insurance Comp	150.00	
1110. Attorney Fee to Coleman, Yovanovich & Koes	1,750.00	
1111. Misc. Fees (Copies, Courier, Fed to Coleman, Yovanovich & Koes	150.00	
1112. CSC Invoice to CSC	361.00	
1113. LLC Formation to Coleman, Yovanovich & Koes	250.00	
1200. Government Recording and Transfer Charges		
1201. Government recording charges (from GFE #7)	207.00	
1202. Deed $27.00 Mortgage(s) $180.00 Releases $0.00 $207.00		
1203. Transfer taxes (from GFE #8)	4,063.30	
1204. City/County tax/stamps Deed $0.00 Mortgage(s) $1,477.50		
1205. State tax/stamps Deed $6,895.00 Mortgage(s) $2,585.80		6,895.00
1206. LLC Affidavit to Collier County Clerk of Court	18.50	
1207.		
1208.		
1300. Additional Settlement Charges		
1301. Required services that you can shop for (from GFE #6)		
1302. Utility Bill to City of Naples		334.30
1303. 2020 Real Estate Taxes to Collier County Tax Collector		4,020.76
1304. Survey to FLA Surveys Corp	925.00	
1305. Attorney Fee & Courier Fee to Aughton Law Firm, PA		1,530.00
1306. Past Due Utility Bill to City of Naples		278.13
1307. Estoppel Fee Reimbursement to Aughton Law Firm, PA		25.00
1308. Copies, Misc. Fees to Aughton Law Firm, PA		10.00
1309.		
1400. Total Settlement Charges		
(Enter on lines 103, Section J and 502, Section K)	42,206.71	62,343.19

* POC (B) = Paid outside of closing by borrower
* POC (S) = Paid outside of closing by seller

** The exception rate option was used in this file

Borrower's Initial(s):

Seller's Initial(s):

HUD-1 SETTLEMENT STATEMENT ADDENDUM

File Number: 16848.002

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)

Daniel Tisone

Daniel Tisone

Seller(s)

Thomas J. Scangarello

Susan C. Scangarello

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.

Coleman, Yovanovich & Koester, P.A.

By:

Date: 3/12/21

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.

HUD-1 SETTLEMENT STATEMENT ADDENDUM

File Number: 10040.002

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)

Seller(s)

Thomas J. Scangarello

Susan C. Scangarello

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.

Coleman, Yovanovich & Koester, P.A.

By:

Date: 3/12/21

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.

HUD-1 SETTLEMENT STATEMENT ADDENDUM

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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)

Seller(s)

Thomas J. Scangarello

Susan C. Scangarello

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.

Coleman, Yovanovich & Koester, P.A.

By:

Date: 3/12/21

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.

American Land Title Association

ALTA Settlement Statement - Cash
Adopted 05-01-2015

File No./Escrow No.: 2021-169
Print Date & Time: 12/02/2021 11:23 AM
Officer/Escrow Officer: James A. Pilon
Settlement Location: 2800 Davis Blvd
Suite 205
Naples FL 34104

Siesky & Pilon - James A. Pilon, PA

2800 Davis Blvd
Suite 205
Naples, FL 34104

Property Address: 1530 Mandarin Road, Naples, FL 34102
Buyer: Investment Property Exchange Services, Inc. as QI under Exchange No. EX-12-29404-BC 1530 Mandarin Road
Seller: 1530 Mandarin, LLC, a Florida limited liability company
Lender:

Settlement Date: December 6, 2021
Disbursement Date: December 6, 2021
Additional dates per state requirements:

Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
		Financial		
	1,830,000.00	Sale Price of Property	1,830,000.00	
		Deposit		183,000.00
		1031 exchange funds from QI		1,836,573.73
		Prorations/Adjustments		
	284.73	County Taxes from 12/06/2021 to 12/31/2021	284.73	
		Loan Charges to		
		Other Loan Charges		
		Impounds		
		Title Charges & Escrow / Settlement Charges		
		Settlement Agent Fee to James A. Pilon, P.A.	495.00	
		Owner's title insurance to Old Republic National Title Insurance Company	5,135.00	
		Title Search to Attorneys' Title Fund Services, LLC	100.00	
		File Storage/Handling to E-Closing	20.00	
		Administrative Fee to James A. Pilon, P.A.	50.00	
		Commission		

Seller Debit	Seller Credit	Description	Borrower/Buyer Debit	Borrower/Buyer Credit
45,750.00		Real Estate Commission 45,750.00 to John R. Wood Properties		
45,750.00		Real Estate Commission 45,750.00 to Premier Sotheby's Intl. Realty		
		Government Recording and Transfer Charges		
		Recording Fees Deed: $18.50	18.50	
12,810.00		State tax/stamps to State of Florida		
27.00		Record Attorney's Affidavit to Clerk of Court		
		e-recording fee to Clerk of Court	.50	
96.50		Record NOC Terminations (2)		
35.50		Record LLC Affidavit to Clerk of Court		
		Payoff(s)		
		Reimbursement of Deposit from 1031 exchange funds from QI	183,000.00	
750,396.28		Select Portfolio Servicing, Inc.		
		Miscellaneous		
		Survey & Elevation Certificate to Exacta Land Surveyors, LLC	470.00	
12.50		Reimburse City of Naples Estoppel Fee to Coleman, Yovanovich & Koester, P.A.		
1,500.00		Attorney's Fee to Coleman, Yovanovich & Koester, P.A.		
150.00		Courier, Copies & Fed Ex to Coleman, Yovanovich & Koester, P.A.		
994.74		Water/Sewer Balance 006472-41285 to City of Naples		
5.00		Reimburse Certificate of Status Fee to Coleman, Yovanovich & Koester, P.A.		

Seller Debit	Seller Credit		Borrower/Buyer Debit	Borrower/Buyer Credit
857,527.52	1,830,284.73	**Subtotals**	2,019,573.73	2,019,573.73
		Due To Buyer		
972,757.21		Due To Seller		
1,830,284.73	**1,830,284.73**	**Totals**	**2,019,573.73**	**2,019,573.73**

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Siesky & Pilon - James A. Pilon, PA to cause the funds to be disbursed in accordance with this statement.

1530 Mandarin Road Land Trust, dated November 17, 2021

Approved By: Patricia L. Kingham

Patricia L. Kingham, Trustee

By: [signature]

Qualified Intermediary is not responsible for the accuracy of the settlement statement.

Brenna Cicero, Exchange Coordinator for Investment Property Exchange Services, Inc, QI
12/03/2021

1530 Mandarin, LLC, a Florida limited liability company

By: TEC Ventures, LLC, a Virginia limited liability company, its Manager

By:____________________________

Daniel Tisone, Manager

James A. Pilon

Escrow Officer

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Siesky & Pilon - James A. Pilon, PA to cause the funds to be disbursed in accordance with this statement.

1530 Mandarin Road Land Trust, dated November 17, 2021

Approved By:______________________________

Patricia L. Kingham, Trustee

By: ______________________________

Brenna Cicero, Exchange Coordinator for Investment Property Exchange Services, Inc, QI

1530 Mandarin, LLC, a Florida limited liability company

By: TEC Ventures, LLC, a Virginia limited liability company, its Manager

DocuSigned by:

By: Daniel Tisone

5D9FFDAACDDB464...

Daniel Tisone, Manager

James A. Pilon

Escrow Officer

File # 2021-169
Printed on December 2, 2021 at 11:23 AM

Attachment 15

Subject: Re: MSLP Payment
Date: Monday, May 16, 2022 at 11:04:07 AM Eastern Daylight Time
From: Daniel Tisone
To: Valera Belcher
Attachments: image001.png, image002.jpg, image003.jpg, image004.jpg, image005.jpg

Valera,

I plan on sending a wire today. I will email you as soon as it's sent.

Regarding future payments, what happened to the funds that were in the account for TEC Ventures LLC at Bank of Clarke? Are those no longer available?

I am dealing with the government currently and have worked out a deal to sell assets in order to pay off the enF re loan from BofC which should be done within the next 90 days.

Is there a way to get forbearance on payments unF l I am able to do this?

Thank you,
Daniel

From: Valera Belcher <vbelcher@bankofclarke.com>
Date: Monday, May 16, 2022 at 11:00 AM
To: Daniel Tisone <daniel@tecventuresllc.com>
Subject: RE: MSLP Payment

Thank you for contacF ng me, this amount is for April payment only and May was due on 5/16/22. Our incoming wire fee is $15.00, please send your wire for $4,469.93 for April, our wire instrucF ons are:
Bank of Clarke County
RouF ng No. 051402518
To Account No. 1100467
Reference Tec Ventures LLC, No. 7200054
When do you anF cipate sending your May payment? If I can be of further assistance, please let me know.
Thank you

Respectfully,

Valera Belcher

Valera Belcher | AVP/Collection Officer
Bank of Clarke County
202 North Loudoun Street, Winchester, VA 22601
Desk: (540) 545-4931 | Mobile: (540) 664-5416
(800) 650-8723 (Toll Free)
Email: vbelcher@bankofclarke.com

Leadership Outstanding Service Community Adaptability Loyalty

Web: www.bankofclarke.bank

From: Daniel Tisone <daniel@tecventuresllc.com>
Sent: Monday, May 16, 2022 10:41 AM
To: Valera Belcher <vbelcher@bankofclarke.com>
Subject: MSLP Payment

Valera,

I am in receipt of your le_er regarding payment of $4,454.93 (The Amount Past Due) by May 18th, 2022.

What is the best way to get this payment to you? Wire?

Thank you,

Daniel

Attachment 16

December 26, 2022

RE: Daniel Trisone

To Whom it May Concern,

I was asked if I would be willing to write a letter of reference for Daniel based on my experiences with him on a professional level. As a college professor for three universities I have and do work with a lot of people from many walks of life and diversities which has made me a good judge of character. I have been told by my colleagues that I have six sense to peoples characteristics and ethics.

I first met Daniel about 2 years ago when I was contracted to remove some dead trees, broken down fence from hurricane Erma. We discussed the scope of what started out to be simple and straight forward, turned into more than we agreed upon because of unforeseen rocks and trash. I ask Daniel to meet on site and discuss the required changes, he did. He was understanding and explained he wasn't looking for anything extra from me just a complete job.

He proceeded to tell me about his parking garage charging stations business and how COVID was taking a toll on his business with the forced stay at home mandate by CDC which is why we he now doing home renovations in an effort to keep things going and hopefully transition his business model to house flipping as Naples is a prime market to do this.

We continued our scope of work as agreed, while our deadline for completion approached we has to work on Sunday to finish the job for Monday so the sprinkler people and lawn crew could finish the yard. At the end of the day Daniel was happy with the job and appreciate the added time and effort to keep the scheduled finish date by working Sunday. He bought me lunch an we spent time talking about everything and nothing, and I got to know Daniel as a person.

Daniel is a man of integrity, honesty and ethics; he had a few opportunities to hold me to our written agreement which would have saved him money, instead he said," he respects a business that stands by their word and appreciation for an honest days work" and how a lot of people would walk off the job and we didn't. I observed Daniel with other workers and his MO was always the same, above board, honest and ethical. I interacted with Daniel over several weeks and feel in my heard he is a man of strong character which to this day trust Daniel inexplicably.

Sincerely

Grant Brosseau

Attachment 17

To whom it may concern,

I met Daniel soon after moving to Southwest Florida, through mutual friends. Soon after learning I was a contractor; I began helping him out with some of his residential renovations on the homes he owned.

I referred sub-contractors and laborers to his projects to help him with the different parts of the construction process. Some of those laborers were likely undocumented, but most required cash payments for their labor, which is not uncommon in the construction industry. Daniel hired painters, drywallers, demolition, and stucco crews for his projects in 2020 and 2021, paying the majority of them in cash.

Daniel and I began a renovation project a few months ago in Naples. Upon learning of Daniel's charges, the homeowner no longer allowed him to be apart of the project, without giving him a chance to explain the situation. I did not believe the consequence was fair, considering he had gone far out of his way to help the customer. He has also referred me to other projects, not wanting to be involved because the negative press could affect the relationship and trust with the customer.

I have spent a lot of time with Daniel and his family, and have bare witness to the amount of stress and anguish this situation has brought on him, and Samantha. As someone in the construction industry that understands the situation, as someone who has witnessed Daniel's work ethic, and as a father like Daniel, I hope that he is given mercy and an opportunity for redemption.

Regards,

- Matthew Parish

Attachment 18

Cape Coral, December 2022

My name is Tania Costa, I currently live in Cape Coral and I have been working for Daniel Tisone since May 2020. Since that time, Daniel Tisone has blessed me by offering several cleaning services at his house, and has also blessed me economically. He knows I'm a single mother, and I need to work to support my daughters.

In December 2021, Daniel gave me $3000.00 to help me rent the house where I currently live, here in Cape Coral. I didn't have all the money for the rent, which totaled $6000.00, including the 1st and the last months, and the deposit fee.

In other words, I am and will forever be grateful to Daniel for always helping me.
In the period after Hurricane Ian, Daniel and Samantha Ford also helped me with food and furniture as I, unfortunately, lost everything I had in my house.

I deeply admire and respect Daniel and his family for everything they have been doing, helping people greatly.

Unfortunately, these days it's not easy to find people like that, who really care about others.

Daniel is different from those people. He is always blessing someone with his simplicity.

Thanks,

Tania Costa.

(TRANSLATED VERSION)

Cape Coral, Dezembro 2022

Meu nome é Tania Costa, atualmente moro em Cape Coral e Trabalho pra Daniel Tisone desde Maio de 2020.
Desde esse período, Daniel Tisone vem me abençoado, me dando muitos Trabalhos de limpeza na sua casa e economicamente Também. Ele sabe que sou mãe solteira e precisava Trabalhar para manter minhas filhas.
No mês de Dezembro de 2021, Daniel me deu $3.000,00 para me ajudar a alugar a casa que atualmente moro aqui em Cape Coral, eu não tinho o dinheiro completo para alugar que eram $6,000.00 Total, incluindo depósito, 1º mês e último mês.
Em outras palavras estou e vou ser sempre grata a Daniel por ter sempre me ajudado e me ajuda ainda.

No período pós furacão IAN, Daniel e Samantha Ford, me ajudaram também com alimentos e móveis, porque infelizmente perdi Tudo na minha casa.

Admiro e respeito muito Daniel e a sua família, pelo que ele vem fazendo que é ajudando muito as pessoas. Nos dias de hoje, infelizmente é difícil incontrar pessoas assim, que se preocupa com o próximo, Daniel é o contrário dessas pessoas, ele está sempre abençoando alguém, além da simplicidade dele.

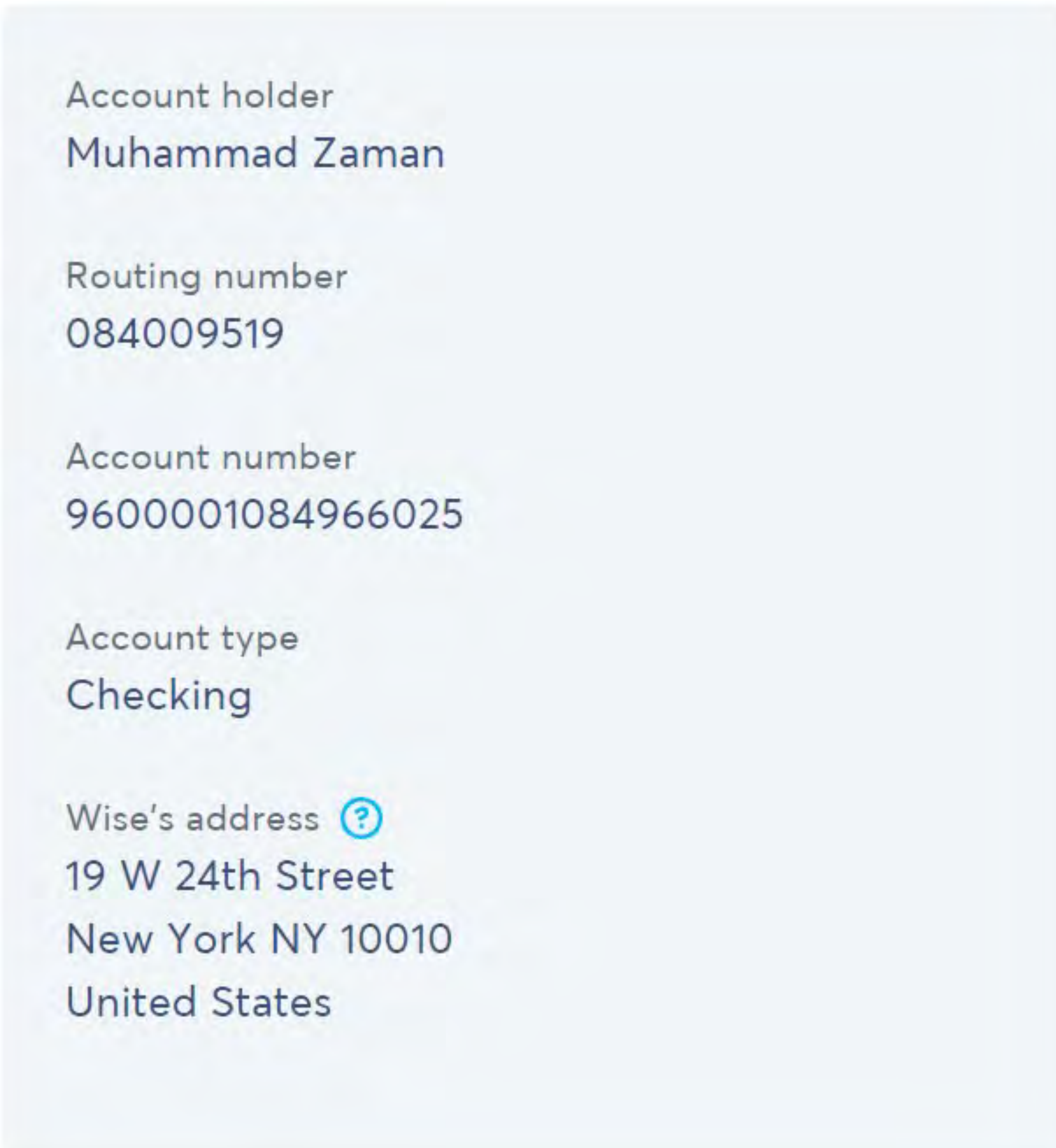
Obrigado,
Tania Costa

Attachment 19

Subject: ACH Transfer
Date: Thursday, October 21, 2021 at 9:15:48 AM Eastern Daylight Time
From: Daniel Tisone
To: Jonathan Rothman
CC: Muhammad Shahzaib Saleemi
Attachments: Image.jpeg

Jon,

Can you send an ACH for $6,400 from TEC Ventures 9323 to the a>ached account informaAon :



Account holder
Muhammad Zaman

Routing number
084009519

Account number
9600001084966025

Account type
Checking

Wise's address
19 W 24th Street
New York NY 10010
United States

Attachment 20

upcounsel

Receipt

View this invoice online at www.upcounsel.com

Related Job: Assist with Tax Filings

Invoice #	Sent Date	Attorney
00002	11/05/2020	David Weaver

Payment Summary

Date	Payment Method	Amount
12/09/2020	Visa (7477)	$777.60

upcounsel

Receipt

View this invoice online at www.upcounsel.com

Related Job: Draft Profit Share Agreement

Invoice #	**Sent Date**	**Attorney**
00485	06/02/2021	Lara Lavi

Payment Summary

Date	Payment Method	Amount
06/03/2021	Visa (5805)	$270.00

Attachment 21

EXHIBIT A

U.S. Department of Justice

United States Marshals Service

Asset Forfeiture Division

ADDENDUM TO REAL ESTATE PURCHASE CONTRACT

This Addendum to Real Estate Purchase Contract ("Addendum") is made part of that certain Real Estate Purchase Contract ("Contract") dated the 9th day of February 2023 between the United States of America, acting by and through the United States Marshals Service ("Seller") and Daniel T. Schweller & Margaret H. Schweller ("Purchaser") for the purchase of the property commonly known as CATS ID: 22-FBI-003172 Address: 550 Starboard Drive | Naples, FL 34103 ("Property").

Purchase Price:	$3,600,000
Deposit	$ 180,000
Amount financed	$0.00
Balance due at closing	$3,420,000

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. Entire Agreement. **IN THE EVENT OF ANY CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT OR ESCROW INSTRUCTIONS OR NOTICE OF OTHER DOCUMENTS ATTACHED TO THE CONTRACT, THE TERMS OF THIS ADDENDUM SHALL PREVAIL.**

2. Purchase Price. The Purchase Price for the Property shall be paid to Seller by certified or cashier's check or by wired funds at the closing. Funds over $25,000 will only be accepted by wire.

3. Earnest Money. Immediately following Seller's acceptance of the Contract, escrow shall be opened with an escrow agent designated by Seller or otherwise acceptable to Seller. The earnest

Purchasers Initials [signature] / MHS

money deposit ("EMD") shall be in the amount of at least 5% of the purchase price or $2,500.00, whichever is greater ($ 180,000). If settlement does not occur, through no fault of Seller, on or before the agreed upon Contract closing date, Seller may, in its sole and absolute discretion, declare in writing the Contract is terminated, and Purchaser hereby agrees that the escrow agent, if any, shall release the EMD to Seller. As a condition of this Addendum, Purchaser waives any option he/she/it may have under federal, state, or local law to select his/her/its own title and escrow companies and will accept the Seller's title and escrow services, who are experienced with asset forfeiture sales.

4. **Closing.** The closing ("Closing") shall take place on or before 30 days from seller execution unless the closing date is extended by Seller under the terms of the Contract. The Closing shall be held at a place designated and approved by Seller as allowed by law and convenient to all parties. Seller may, in its discretion, grant extensions to these time limits. Seller may unilaterally extend the Closing for up to 60 days, in good faith, for its own convenience. The Purchaser hereby specifically and expressly recognizes and accepts that properties obtained through forfeiture occasionally have delays in the closing date. Delivery of the Deed to the Property to Purchaser by Seller shall be deemed to be full performance and discharge of all of Seller's obligations under the Contract.

5. **Mortgage Contingency. (Purchaser must initial either "a." or "b.").**

Purchaser's obligation to purchase the Property under the Contract (check one):

X a. **IS NOT** contingent upon obtaining financing for the purchase of the Property;

______ b. **IS** contingent upon obtaining financing in the amount of $0.00 for the purchase of the Property. The Purchaser shall make written application for said financing within 5 business days of the execution of the Contract and shall provide to the Seller documentation of such application. Failure to provide to the Seller documentation of such written application within said 5 business days, shall constitute consent for the escrow agent to release the EMD to Seller without further notification to the Purchaser, but shall not release the Purchaser from any obligations under the Contract, except as the Seller may determine within its sole and absolute discretion. If the Seller does not receive written notice from the Purchaser of approval or rejection for the Purchaser's financing within 15 business days of written application, the financing contingency shall be deemed removed and the EMD shall be retained by Seller if the Purchaser fails to close on the transaction. If, after the Purchaser has made a timely and complete financing application with a lender, said application is rejected in writing by the lender within the terms of the financing contingency, the Contract shall be deemed null and void and neither party shall have any further rights or obligations or liabilities and the EMD shall be returned to purchaser; provided, however, that the Purchaser shall provide a copy of the written rejection to the Seller within 1 day after receiving the written rejection, has acted in good faith, and has otherwise complied with the terms and conditions of the Sales Contract.

THE CONTRACT IS NOT CONTINGENT UPON THE SALE AND CLOSING OF ANY OTHER REAL PROPERTY. ANY SUCH CONTINGENCIES ARE VOID.

MHS _____ Purchaser's Initials

6. **Disclosure.** Purchaser acknowledges and agrees that the Seller is the United States of America and is not bound by the law of any state, including state disclosure laws. Accordingly, to the fullest extent allowed by federal law, Seller is and shall be exempt from providing or filing any disclosure statement with respect to the Property, such as the nature of the criminal activity which precipitated the forfeiture, including the possibility that the Property was used as a clandestine drug lab. Purchaser acknowledges and agrees that subject Property was acquired through forfeiture due to illegal activity and Seller's knowledge of the Property is limited.

7. **Condition of Property.** As a material part of the consideration to be received by Seller under the Contract as negotiated and agreed to by Purchaser and Seller, PURCHASER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN ITS "AS-IS" CONDITION and subject to any defects, limitations, or conditions as existed on the date of Purchaser's offer, including, without limitation, zoning, land use or building code requirements or compliance with any law, rules, ordinances or regulations of any Governmental authority; any hidden defects, environmental conditions affecting the property; or the existence of mold, whether known or unknown, whether such defects or conditions were discoverable through inspection or not. Seller has never occupied this property and makes no representations regarding its condition. Seller does not pay for home warranties. Seller may charge $ 1,000 per diem for a delay in closing that is at no fault of the Seller NO CREDITS WILL BE ISSUED TO THE PURCHASER FOR ITEMS DISCOVERED DURING DUE DILIGENCE.

8. **Inspection**. **(Purchaser must initial either "a." or "b.")**

________ a. Purchaser waives the opportunity to inspect the property.

MHS b. **WITHIN Ten DAYS OF THE ACCEPTANCE BY THE SELLER OF THE CONTRACT, THE PURCHASER SHALL HAVE THE RIGHT, AT PURCHASER'S EXPENSE, TO INSPECT THE PROPERTY (THE "INSPECTION PERIOD").** Purchaser shall keep the property free and clear of all liens, indemnify, and hold the United States harmless from all liability claims, demands, damages, or costs, and repair all damages arising from the inspection and/or tests. Purchaser may use only non-destructive testing and may not conduct a "Phase II" environmental site assessment. If such inspections disclose conditions or information unsatisfactory to the Purchaser, which Seller is unwilling or unable to correct, then Purchaser may elect to cancel the Contract by so notifying Seller in writing during the Inspection Period of said decision and will receive a full refund of their EMD. Purchaser's written notice of cancellation shall attach a copy of the written report, which discloses conditions or information unsatisfactory to Purchaser. PURCHASER'S FAILURE TO TIMELY NOTIFY SELLER IN WRITING WITHIN THE TIME SPECIFIED IN THIS PARAGRAPH SHALL CONCLUSIVELY BE CONSIDERED APPROVAL OF THE PROPERTY IN ITS CONDITION AS OF DATE OF CONTRACT.

Notwithstanding any other provisions in this Paragraph 8, Purchaser understands that the Property, including fixtures, and any appliances in the sale, are not new and agrees to accept them in their present condition with no express or implied representations or warranties of condition. Purchaser agrees to use the Property inspection time period, if any, to examine all aspects of the Property.

9. **Occupancy Status of Property**. (Seller must initial "a." or "b."). Initial by Purchaser.

MHS a. Property is currently vacant. Purchaser will not use or occupy or cause or permit others to use or occupy the Property prior to closing.

________ b. Property is currently occupied and Purchaser has reviewed and accepted the existing lease and/ or occupancy agreement.

i. Seller will transfer to Purchaser at closing such security deposits as are in its possession and will notify Purchaser of the amounts of such deposits, if any, within 5 business days of accepting the Contract. Purchaser acknowledges that the United States does not typically receive security deposits in forfeitures and the receipt of any such deposits is not a condition of the Contract.

ii. If the property is occupied at closing, all rent, due and payable and collected from occupants for the month in which the closing occurs will be prorated among the Seller and Purchaser as of the closing date.

iii. Purchaser acknowledges and agrees that the Property may be subject to the provisions of local rent control ordinances and regulations governing the relationship between landlord and tenant. At closing Purchaser agrees to assume all duties and responsibilities of a property owner and landlord under all applicable ordinances and regulations and any existing lease or occupancy agreement. Any costs incurred in performing such duties and responsibilities, enforcing the landlord's rights under the lease or occupancy agreement, or evicting the tenant shall be Purchaser's sole responsibility and cost.

10. Personal Property. Purchaser agrees that any items of personal property, except for installed appliances, now or hereafter located on the Property (collectively, "Personal Property") shall not be included in the sale of the Property or the Purchase Price unless each item of Personal Property is specifically described and referenced herein. Purchaser assumes full responsibility for any Personal Property remaining on the Property at the time of closing. Any personal property sold by Seller shall be accepted by Purchaser on an "as is, where is" basis without representation or warranty of any kind or nature, and specifically excluding any warranties of merchantability or fitness for any particular purpose.

11. Closing Costs and Adjustments.

EXCEPT AS PROVIDED BELOW ALL CLOSING COSTS ARE THE RESPONSIBILITY OF THE PURCHASER, INCLUDING COSTS CUSTOMARILY PAID BY THE SELLER UNLESS OTHERWISE AGREED UPON BY THE SELLER.

Purchaser and Seller agree to prorate the following expenses as of closing: real estate taxes, municipal water and sewer charges, utility charges, common area charges, condominium or planned unit development or similar community assessments, cooperative fees, maintenance fees, and rents, if any. Payment of special assessment district bonds and assessments, and payments of homeowner's association special assessments shall be paid current and prorated between Purchaser and Seller as of the closing date with payments not yet due and owing to be assumed by Purchaser without credit toward the Purchase Price. Purchaser and Seller shall pay their own closing/settlement fee, and attorney's fees.

Seller will not pay for state transfer tax, Home Owners Association (HOA) transfer fees, or fees associated with closing unless otherwise specified herein. Seller shall not be responsible for any amounts due, paid, or to be paid to anyone post-closing. In the event Seller has paid any taxes, special assessments or other fees and there is a refund of any such taxes, assessments or fees after the closing, and Purchaser as current owner of the Property receives the payment, Purchaser will immediately submit the refund to Seller.

Purchaser recognizes and expressly accepts that the Seller is exempt from paying any and all form of taxes to local and state authorities, including any transfer taxes associated with the recordation of deeds or any other document associated with the transfer of property by the United States of America. Should the local and/or state jurisdiction within which the Property is sited nonetheless require full payment of those costs (other than real estate taxes, which shall be prorated as of Closing) then, regardless of local custom or any provision in the Contract to the contrary, Purchaser shall be fully responsible for the payment of those costs to complete the transaction. Notwithstanding the provisions of this Section 11, Seller will pay for the recording of the Deed.

12. **Survey. If required Purchaser shall pay the cost of any survey. No survey shall be provided by Seller.**

13. **Insurable title.**

a. Seller shall provide and Purchaser shall accept such title as Seller's title insurance company shall be willing to approve and insure in accordance with its standard form of title policy approved by the governing agency for the state where the Property is located, subject only to the matters provided for in the Contract. Lender's and owner's title insurance will be at Purchaser's expense.

b. Purchaser must notify Seller in writing of any and all title objections, within 5 days of seller providing purchaser a copy of the commitment or all objections to title shall be waived. Seller will notify Purchaser of their intent to cure or not cure any objections within 5 days of receipt of said objections. If Seller cannot cure said timely and properly made objections after a good faith effort, or to do so would delay the closing beyond the original or any extended closing date, Purchaser agrees to accept Seller's title policy at Purchaser's expense. Failure to accept the Seller's title policy shall constitute Purchaser's release of the EMD to the Seller, and the Contract shall be considered null and void. In the event that said timely, written objections cannot be cured by issuing a title insurance policy at normal risk rates, then Seller, in its sole and absolute discretion may declare the Contract null and void. In such event, the Purchaser agrees that the Contract is of no further force or effect as to the Property but agrees, nonetheless to immediately and promptly execute a release of Contract as requested by Seller. Once the release is received by Seller, Purchasers' EMD shall be returned. Seller shall not be obligated to pay interest on the EMD.

14. **Form of Deed**. The deed to be delivered at closing shall be a deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through, or under the grantor, but not otherwise (which deed may be known as a Special Warranty, Limited Warranty. Quit Claim, Marshals, or Bargain and Sale Deed).

15. **Waivers**. As a material part of the consideration to be received by Seller under the Contract as negotiated and agreed to by Purchaser and Seller, Purchaser waives the following:

a. All rights, if any exist, to file and maintain an action against Seller for specific performance and any right to record a *lis pendens* against the property or to record or file the Contract, or any memorandum thereof, in the official real property records, or any other provisional or permanent remedy that would cloud title to the Property or prevent or impair Seller from conveying the property to another;

b. All rights to dispute in state court any controversy, claim or other matter in question arising out of or relating to the transaction or contract or its breach; and

c. All rights, if any exist, to binding or non-binding arbitration or mediation.

16. **Termination**. If Closing does not occur, through no fault of Seller, on or before the Closing Date, Seller may, in its sole and absolute discretion elect to: (a) retain the EMD as liquidated damages, and/or (b) elect to pursue any remedy in law or equity. Purchaser hereby agrees that in either event the escrow agent shall release the EMD to Seller and hereby waives the benefit of any federal, state, or local law which would inhibit the immediate release of the EMD to Seller. Should performance of its obligations under the Contract become legally, factually, or practically

impossible, Seller shall have the right, at Seller's sole discretion, in good faith, to terminate the Contract. In the event the Seller elects to terminate the Contract under this section, through no fault of Purchaser, Seller shall return the EMD to Purchaser, and the parties shall have no further obligation under the Contract.

17. **Remedies for Default**. In the event of Purchaser's default, Seller at its option may: (a) retain the EMD as liquidated damages, and/or (b) elect to pursue any remedy in law or equity. Purchaser acknowledges and agrees that by signing the Addendum, Seller shall have the right to retain or seek the release from escrow of the EMD under this section, without any further action, consent, or document from the Purchaser.

18. **Indemnification**. Purchaser agrees to indemnify and fully protect, defend and hold Seller, its employees, contractors, servicers, representatives, agents, attorneys, tenants, and brokers harmless from and against any and all claims, costs, liens, loss, damages, attorneys' fees and expenses of every kind and nature that may be sustained by or made against Seller, its employees, contractors, servicers, representatives, agents, attorneys, tenants, or brokers due to or arising out of a breach of Purchaser's representations under the Contract or any failure of the Purchaser to fulfill any of the Purchaser's covenants or agreements contained in the Contract. Any other provisions of the Contract notwithstanding, Seller shall not indemnify or hold harmless Purchaser, nor shall Seller be liable to pay Purchaser's attorney's fees.

19. **Interpretation**. In the event an ambiguity or question of intent or interpretation arises, the Contract shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of the Contract.

20. **Severability**. Any term or provision of the Contract that is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of the Contract or affecting the validity or enforceability of any of the terms or provisions of the Contract in any other jurisdiction. If any provision of the Contract is so broad as to be unenforceable, the provision will be interpreted to be only so broad as is enforceable.

21. **Assignment of Contract.** Neither the Contract nor any of the rights, interests, or obligations hereunder may be assigned by Purchaser (whether by operation of law or otherwise) without the prior written consent of the Seller. All assignment requests must be made 14 calendar days prior to closing.

22. **Counterparts.** The Contract may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original, but all of which, when taken together, shall constitute one agreement. The Contract may be delivered by facsimile or electronic mail in Portable Document (PDF) format.

23. **Notices.** Any notices required to be given under the Contract shall be deemed to have been delivered when actually received in the case of hand or overnight delivery. All other notices to Seller will be deemed sent or delivered to Seller when receipt of same has been acknowledged by Seller's listing broker or agent. All notices to Purchaser shall be deemed sent or delivered when sent or delivered to Purchaser or Purchaser's attorney or agent.

24. **Attorney Review.** Purchaser acknowledges that Purchaser has had the opportunity to consult with its legal counsel regarding the Contract. Accordingly, the terms of the Contract are not to be construed against any party because that party drafted the Contract or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Contract.

25. **Governing Law:** The enforcement, interpretation, and construction of the contract and all matters relating hereto, shall be governed by federal law, and in the event that federal law is silent or inapplicable, and as federal law permits, the laws of the state in which the property is physically located shall apply, without giving effect to the conflict of laws principles thereof.

26. **Conflict of Legal Descriptions.** In the event of a conflict between the description of the Property in the Contract and the description of the Property set forth in the court order forfeiting the Property to Seller ("Order of Forfeiture"), the description of the Property in the Order of Forfeiture shall prevail for purposes of the Contract.

27. **Prohibited Purchasers.** Purchaser hereby covenants and represents to Seller that Purchaser is not acting, and will not act, directly or indirectly, in concert with, or on behalf of, the person or entity from whom the Property was forfeited or whose conduct resulted in the forfeiture of the Property or those persons acting in concert therewith in the purchase and acquisition of the Property which is the subject of the Contract.

28. **Additional Terms or Conditions.** (insert "NONE" if applicable)

The property is sold "As-is". Buyer and seller agree to utilize Seller's Choice for title company and settlement agent. The buyer shall wire the earnest money deposit with delivery of the buyer signed contract. The seller shall convey clear, insurable title at closing.

PURCHASER'S ACCEPTANCE:

Entity Name: (if applicable): ______

By: Daniel T. Schweller By: Margaret H. Schweller

Name: Daniel T. Schweller Name: Margaret H. Schweller

Title: ______ Title: ______

Tax I.D. No. (if an entity): ______

Agent Name (if applicable): Bonnie Nageon de Lestang

Agent Telephone Number: 239.280.6997

Agent E-mail Address: Bonnie.delestang@premiersir.com

Accepted this 10th day of February, 20 23

SELLER'S ACCEPTANCE:

For and on behalf of the United States of America

By the United States Marshals Service

Name: TEC Ventures LLC, a Virginia Limited Liability Company

Title: ______

Signature: ______

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

FloridaRealtors

PARTIES: TEC Ventures LLC, a Virginia Limited Liability Company ("Seller"), and Daniel T. Schweller & Margaret H. Schweller ("Buyer"), agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. **PROPERTY DESCRIPTION:**
   (a) Street address, city, zip: 550 Starboard Drive | Naples, FL 34103
   (b) Located in: Colliers County, Florida. Property Tax ID #: 12981560000
   (c) Real Property: The legal description is
   MOORINGS UNIT 6 BLK F LOT 5

   together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.
   (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox keys, and storm shutters/storm protection items and hardware ("Personal Property").
   Other Personal Property items included in this purchase are: ______
   Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.
   (e) The following items are excluded from the purchase: ______

PURCHASE PRICE AND CLOSING

2. **PURCHASE PRICE** (U.S. currency): .... $ 3,600,000
   (a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)** .... $ 180,000
   The initial deposit made payable and delivered to "Escrow Agent" named below **(CHECK ONE):** (i) ☒ accompanies offer or (ii) ☐ is to be made within _____ (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.
   Escrow Agent Name: Kass Shuler, P.A.
   Address: 1505 N Florida Avenue | Tampa, Florida 33602 Phone: (813) 229-0900
   Email: wgardner@kasslaw.com Fax: (813) 229-3323
   (b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10) days after Effective Date .... $ 0.00
   (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")
   (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 .... $0.00
   (d) Other: ______ .... $ 0.00
   (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other Collected funds (See STANDARD S) .... $ 3,420,000
3. **TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**
   (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before ______, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.
   (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").
4. **CLOSING; CLOSING DATE:** The closing of this transaction shall occur when all funds required for closing are received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

this Contract, the Closing shall occur on See Exhibit A ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:

(a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7 days.

(b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

(a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-CLOSING OCCUPANCY BY BUYER.

(b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

7. ASSIGNABILITY: (CHECK ONE): Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☒ may assign but not be released from liability under this Contract; or ☐ may not assign this Contract. IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

FINANCING

8. FINANCING:

☒ (a) This is a cash transaction with no financing contingency.

☐ (b) This Contract is contingent upon, within _______ (if left blank, then 30) days after Effective Date ("Loan Approval Period"): (1) Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other _______________ (describe) mortgage loan for purchase of the Property for a **(CHECK ONE)**: ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _______ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _______(if left blank, then 30) years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

(i) Buyer shall make application for Financing within _______ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval unless Rider V is attached.

Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

(ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see Rider D for terms).

☐ (d) Purchase money note and mortgage to Seller (see Rider C for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) **COSTS TO BE PAID BY SELLER:**

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: Subject to USMS Addendum Exhibit A

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11, a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) **COSTS TO BE PAID BY BUYER:**

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: Subject to USMS Addendum Exhibit A
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9(c)(iii) is checked)

(c) **TITLE EVIDENCE AND INSURANCE:** At least Five (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

(CHECK ONE):

☒ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

☐ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent. Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than $____________ (if left blank, then $200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☒ N/A shall pay for a home warranty plan issued by ______________________________ at a cost not to exceed $____________. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

☒ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☐ (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and *Buyer shall be refunded* the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

(e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.

(g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

(h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

(i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.

(j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. **PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

12. **PROPERTY INSPECTION; RIGHT TO CANCEL:**

(a) ***PROPERTY INSPECTIONS AND RIGHT TO CANCEL: Buyer shall have*** Ten ***(if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.***

(b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.

(c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.

(d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall *survive Closing or termination of this Contract.*

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s)("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Time is of the essence in this Contract. Calendar days, based on where the Property is located, shall be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a day on which a national legal public holiday is observed.

G. FORCE MAJEURE: Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO REPORTING OBLIGATION**. If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds,** disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5% or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "Collection" or "Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: ***To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.***

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (**Check if applicable**):

☐ A. Condominium Rider
☐ B. Homeowners' Assn.
☐ C. Seller Financing
☐ D. Mortgage Assumption
☐ E. FHA/VA Financing
☐ F. Appraisal Contingency
☐ G. Short Sale
☐ H. Homeowners/Flood Ins.
☐ I. RESERVED
☐ J. Interest-Bearing Acct
☐ K. RESERVED
☐ L. RESERVED
☐ M. Defective Drywall
☐ N. Coastal Construction Control Line
☐ O. Insulation Disclosure
☐ P. Lead Paint Disclosure (Pre-1978)
☐ Q. Housing for Older Persons
☐ R. Rezoning
☐ S. Lease Purchase/ Lease Option
☐ T. Pre-Closing Occupancy
☐ U. Post-Closing Occupancy
☐ V. Sale of Buyer's Property
☐ W. Back-up Contract
☐ X. Kick-out Clause
☐ Y. Seller's Attorney Approval
☐ Z. Buyer's Attorney Approval
☐ AA. Licensee Property Interest
☐ BB. Binding Arbitration
☐ CC. Miami-Dade County Special Taxing District Disclosure
☐ DD. Seasonal/Vacation Rentals
☐ EE. PACE Disclosure
☒ Other:

*USMS Addendum Exhibit A
*Forfeited Property Sales Certification
*Earnest Money Acknowledgement

20. ADDITIONAL TERMS:

* The property is sold "As-is".
* Buyer and seller agree to utilize Seller's Choice for title company and settlement agent.
* The buyer shall wire the earnest money deposit with delivery of the buyer signed contract.
* The seller shall convey clear, insurable title at closing.
* This agreement shall be subject to the USMS Addendum Exhibit A.

COUNTER-OFFER

☐ Seller counters Buyer's offer.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

Buyer: ______________________ Date: 2/14/23

Buyer: ______________________ Date: 2-14-23

Seller: ______________________ Date: ________

Seller: ______________________ Date: ________

Buyer's address for purposes of notice	Seller's address for purposes of notice
3483 Gulf Shore Blvd N# 503	c/o ORE Financial Services
Naples, FL 34103	P.O. Box 671346
	Houston, TX 77267

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

Bonnie Nageon de Lestang	Jennifer D. Stein
Cooperating Sales Associate, if any	**Listing Sales Associate**
Premier Sothebys International Realty	Homelister
Cooperating Broker, if any	**Listing Broker**

U.S. Department of Justice
United States Marshals Service Instructions

Forfeited Property Sales Certification

SECTION I: ASSET AND SALE INFORMATION

1. Contractor/Listing Agent Name: Justin Ochs	**2. Phone:** (615) 447-8570
3. Auction/Sale/Real Property Contract Date: 2/10/2023	**4. Auction/Sale Location:** 550 Starboard Drive | Naples, FL 34103
5. Asset Identification Number/Item Number: 22-FBI-003172	**6. Sale Price:** $3,600,000.00

☐ **Personal Property**

Identification Number: (VIN, HIN, Tail No., Serial No.) ____________

If vehicle, is it subject to Major Automotive Recall?: ☐ Yes ☐ No ☐ N/A

Asset Description: ____________

☒ **Real Property**

Address: 550 Starboard Drive | Naples, FL 34103

Parcel No.: 12981560000

☐ **Complex Asset**

Item/Asset Information: ____________

SECTION II: "AS IS, WHERE IS" DISCLAIMER AND PROHIBITED PARTIES STATEMENT

All Property is Subject to - "As Is, Where Is" Disclaimer:

All property items will be sold with no warranty or guarantee whatsoever. All items are to be purchased exactly as they appear at auction/sale. They will be sold based on their appearance only. "As is" is a disclaimer of warranties or representations. "Where is" denotes that the buyer takes the property as found and must remove it from the point of sale.

All Buyers Must Read and Acknowledge - Prohibited Parties Statement:

USMS Policy Directive 13.7, Persons Prohibited from Purchasing Forfeited Property stipulates that certain individuals are prohibited from purchasing forfeited property in the Department of Justice (DOJ) Asset Forfeiture Program, directly or indirectly (through another person or agent) and are therefore barred from placing bids to buy such property:

a. DOJ employees/contractors, vendors under contract with USMS in the Asset Forfeiture Program and their immediate family members.

b. Defendants in a Criminal Case - Titles 18.U.S.C. Section 1963(f) and 21 U.S.C. Section 853(h) of the Comprehensive Crime Control Act of 1984 prohibits the United States Government from reverting to a defendant or any defendant's conviction on charges, or violations of 18 U.S.C. Section 1962 or 21 U.S.C. Section 841 et.seq.

c. As a matter of policy, the USMS extends the purchase restrictions of a criminal case to any person whose conduct gave rise to a civil forfeiture of the property or to anyone acting in concert with or on behalf of, such a person. This general prohibition may be lifted in civil forfeiture actions on a case by case basis due to extenuating circumstances, as determined by AFD and the relevant United States Attorney's Office (USAO), with concurrence of the Ethics Officer, Office of General Counsel (OGC).

d. Other Third Parties - other governmental and non-governmental agents who are involved in the Asset Forfeiture and DOJ Equitable Sharing Programs.

In order to make an offer to purchase property subject to this sale, the offeror shall check one of the following boxes:

☒ The offeror warrants that he/she is not: (a) an employee of the USDOJ; (b) an employee of any Federal, State, or Local Governmental Agency which participated in investigations that led to the forfeiture of property to the United States subject to this sale; (c) an employee of any contractor or subcontractor whose contract or subcontract provides goods or services to the USDOJ's Asset Forfeiture Program; (d) an agent or member of the immediate family/household of any employee described in (a), (b), or (c) above.

☐ Any offeror who is an employee of the USDOJ warrants that he/she has complied with the provisions of 5 CFR 3801.104(a), and shall provide as part of his/her offer a copy of the written determination by the Agency designee required by 5 CFR 3801.104(a).

Form USM-621
Rev. 07/12

SECTION III: JUDICIAL FORFEITURE ACTIONS

Criminal Forfeitures

All Buyers Must Read and Acknowledge - Buyer's Certification

Title 18 U.S.C. Section 1963(g) and 21 U.S.C. Section 853(h) of the Comprehensive Crime Control Act of 1984, prohibits the United States Government from reverting forfeited property to the defendant(s) convicted of violation under 18 U.S.C. Section 1962 nor 21 U.S.C. Section 841 et seq., or any person acting in concert with or on behalf of such defendant(s). To ensure compliance with the prohibition, you are required to certify that you are not *acting and will not act* in concert with or on behalf of the defendant(s) in this case upon the satisfaction of your purchase. Upon receipt of your certification, as set forth below, a criminal records check may be made with the investigative agencies and the United States Attorney's Office involved in the prosecution of the said case to confirm your submitted certification. In that case, you will be required to submit your Social Security Number (SSN) and other personal information. In the event your certification cannot be confirmed, the purchase shall be immediately dissolved, and further criminal action taken.

United States of America vs. Daniel Joseph Tisone

Name of Defendant(s): Daniel Joseph Tisone

☒ I hereby certify that I am not acting and will not act in concert with or on behalf of the defendant(s) in the criminal forfeiture of this property.

Civil Forfeitures

All Buyers Must Read and Acknowledge - Buyer's Certification

As a matter of policy, the USMS extends the purchase restrictions of a criminal case to any person whose conduct gave rise to a civil forfeiture of the property or to anyone acting in concert with or on behalf of, such a person. This general prohibition may be lifted in civil forfeiture actions on a case by case basis due to extenuating circumstances, as determined by AFD and the relevant United States Attorney's Office (USAO), with concurrence of the Ethics Officer, Office of General Counsel (OGC).

Person(s) property seized from: Daniel Joseph Tisone

Former Owner(s): Daniel Joseph Tisone

☒ I hereby certify that I am **NOT** the person whose conduct gave rise to the civil forfeiture of this property nor am I acting in concert with or on behalf of such person(s).

☐ I hereby certify that I **AM** the person whose conduct gave rise to the civil forfeiture or am I acting in concert with or on behalf of such person (s). However, the prohibition against such purchase has been lifted in accordance with USMS policy. **(Attach approval)**

I understand that any falsification of this statement is punishable under provisions of 18 U.S.C. Section 1001 by a fine of not more than $10,000.00 and imprisonment of not more than five years.

SECTION IV: BUYER'S CERTIFICATION

I have read the entire contents of this agreement, and hereby acknowledge my agreement with the contents of this document.

Buyer Information	Co-Buyer Information
Printed Full Name: Daniel T. Schweller	**Printed Full Name:** Margaret H. Schweller
Complete Address: 3483 Gulf Shore Blvd. N. #503 (Address) (Unit)	**Complete Address:** 3483 Gulf Shore Blvd. N. #503 (Address) (Unit)
Naples (City) FL (State) 34103 (ZIP Code)	Naples (City) FL (State) 34103 (ZIP Code)
Country: United States	**Country:** United States
Phone Number: 312-961-9795	**Phone Number:** 847-845-5869
[signature] Signature — 2/14/23 Date of Signature	Margaret H Schweller Signature — 2/14/23 Date of Signature

Form USM-621
Rev. 07/12

Instructions to Complete This Form

This form is to be signed by any and all persons who purchase any seized and/or forfeited property from the United States Marshals Service. This is a Special Term and Condition and is a requirement of all property sales. Ensure this document is signed and executed at time of disposal with a copy placed in the case file.

1. Complete all fields. Type or print legibly in blue or black ink. If no response is necessary or applicable, indicate this on the form (for example, enter "None" or "N/A").
2. Any changes that you make to this form after you sign it must be initialed and dated by you. Under certain limited circumstances, USMS may modify the form consistent with your intent.
3. You must use U.S. Postal Service 2-letter state abbreviations when you fill out this form. Do not abbreviate the names of cities or foreign countries.
4. All telephone numbers must include area codes.
5. All dates provided on this form must be in Month/Day/Year (mm/dd/yy) or Month/Year (mm/yy) format. Use numbers 1-12 to indicate months. For example, May 27, 2012 should be shown as 5/27/12.
6. Where applicable, the following parties must complete the following sections of this form:

Forfeiture Type	USMS personnel	Buyer/Co-Buyer
Administrative Forfeitures	Section I	Sections II and IV
Civil and Criminal Forfeitures	Sections I and III	Sections II, III, and IV

Purpose of This Form

The primary use of the information on this form is for review by officials of the Department of Justice to determine compliance with applicable federal prohibitions under 18 U.S.C.§ 1963(g) and 21 U.S C. § 853(h) of the Comprehensive Crime Control Act of 1984, which prohibit the United States from reverting forfeited property to defendant(s) convicted of violations under 18 U.S.C. § 1962 and/or 21 U.S.C. § 841 et seq., or any person acting in concert with or on behalf of such defendant(s).

Authority to Request This Information

The collection of this information is authorized by 28 U.S.C. § 524 and 44 U.S.C. § 3101.

Privacy Act of 1974 Compliance Information

Solicitation of information contained herein is authorized by Executive Order 10450 and may be used as a basis for eligibility determinations. The USMS describes how your information will be maintained in the Privacy Act system of record notice published in the Federal Register at 73 FR 35690 on June 24, 2008. Your social security number is being requested pursuant to Executive Order 9397. Disclosure of the information by you is voluntary. Information may be transferred as a routine use to appropriate Federal, state, local, or foreign agencies when relevant to civil, criminal or regulatory investigation, prosecutions, or pursuant to a request by DHS or such other agency is in connection with the hiring or retention of an employee, the issuance of a license, grant, or other benefit. Information also may be transferred as a routine use to a duly authorized official engaged in an investigation or settlement of a grievance, complaint, or appeal filed by an employee. Failure to provide information requested on this form may result in the government's inability to determine your eligibility for the position applied for or occupied, and may affect your prospects for employment or continued employment under a government contract, or at a Federal facility, or with a government license.

Privacy Act Routine Uses

1. To U.S. Marshals Service personnel when needed for official business including designated analysts and managers for official business;
2. To disclose information to agency staff and administrative offices who may restructure the data for management purposes;
3. In any legal proceeding, where, pertinent, to which the U.S. Marshals Service is a party before a court or administrative body;
4. To the Office of Personnel Management (OPM), the Office of Management and Budget (OMB), or the Government Accountability Office (GAO) when the information is required for program evaluation purposes;
5. To a Member of Congress or staff on behalf of and at the request of the individual who is the subject of the record;
6. To an expert, consultant, or contractor of the U.S. Marshals Service in the performance of a Federal duty to which the information is relevant;
7. To the National Archives and Records Administration (NARA) for records management purposes;

MHF

Property: 550 Starboard Drive | Naples, FL 34103

ACKNOWLEDGEMENT FOR REAL ESTATE PURCHASE AND SALE CONTRACT ("CONTRACT") BETWEEN TEC Ventures LLC, a Virginia Limited Liability Company ("SELLER") AND Daniel T. Schweller & Margaret H. Schweller ("PURCHASER")

1. Purchaser acknowledges that concurrently with their execution of the contract, and submission of the contract package, they have delivered the Earnest Money to the Settlement Agent.

2. Purchaser acknowledges that the Earnest Money will be released to Seller within 48 hours of the execution of the contract by Seller. The Earnest Money will be applied to the Purchase Price at closing.

3. If contract is terminated before the inspection period expires, Earnest Money shall be refunded to Purchaser.

4. **Property is sold "AS-IS".** It is the responsibility of Purchaser to inspect the property the week of escrow closing. Once escrow closes, Purchaser waives any and all possible future claims they may have.

All other terms and conditions contained in the Contract, any Addenda, exhibits and ancillary documents executed in connection with the Property, shall remain the same.

PURCHASER:

Daniel T. Schweller & Margaret H. Schweller

By: [signature] + Margaret H Schweller

Print Name: Daniel T. Schweller & Margaret H. Schweller

Date: 2/14/23

Asset Purchaser Disclosure Survey

The USMS welcomes and strongly encourages participation of all interested asset purchasers, especially Minority and Women Owned (MWO) purchasers, in USMS's asset sales programs. You have the opportunity to disclose information so that the USMS may examine the full level of asset purchaser interest in its asset sales opportunities, including MWO participation, and identify additional asset purchaser outreach activities to support further diversity of participation. Therefore, USMS would appreciate your assistance in providing the information below. Please understand that the disclosure of this information is completely voluntary and for USMS informational purposes only.

To Be Completed by USMS Contractor:

Asset Type Sold: Residential Home

City/State of Asset Sold: Naples/FL

USMS Contractor: **Colliers International**

To be completed by Prospective Asset Purchaser (voluntary):

Are you a minority or is your entity minority-owned?*	Yes	☐
	No	☐
	If yes, please select the appropriate group(s):	
Race/ Ethnicity	American Indian or Alaska Native	☐
	Asian	☐
	Black or African American	☐
	Native Hawaiian or Other Pacific Islander	☐
	Hispanic or Latino	☐
Are you a woman or is your entity women-owned?*	Yes	☐
	No	☐

* If the Asset Purchaser is a business entity (*i.e.* not an individual), to be considered "minority and/or women owned" the entity would be more than 50% owned and controlled, through day-to-day management by persons of one or more of the following groups: American Indian or Alaska Native, Asian, Black or African American, Native Hawaiian or Other Pacific Islander, Hispanic or Latino, and/or Women.

Buyer Initials ______

Attachment 22

My Account | Assistance Programs | Statements & Letters | Documents | SPS

Account Information Summary

Print

Account Information

Account Number	0030629273
Borrower Name	DANIEL J TISONE
Co-borrower Name	
Origination Date	6/2/2021
Original Loan Amount	$1,999,500.00
Loan Type	Conventional Without PMI ARM

Last Payment Received | **Scheduled Payment**

A payment has not been received in the last 90 days.

Current Balances | **Year-To-Date Balances**

Principal	$1,999,500.00
Escrow	-$39,810.62
Late Charges	$0.00
Total Fees	$0.80

*If the account has an adjustable or step interest rate feature, the interest rate shown above may not be the current interest rate in effect on the account, but rather, it is the interest rate in effect as of the date through which the account is paid. Please contact us regarding any questions you may have regarding the interest rate or other aspects of the account.

Need further information, please Contact Us

Attachment 23

BILL OF SALE FOR A VESSEL

This is to certify that I have sold the following listed vessel/trailer/motor to:

Name of Purchaser (s): Matthew John Holtan

on this 23 day of June , 20 22 for the sum of $ 153,402.00

Name Entered In Error: ______________________ **(if applicable).**

*IF THE SELLING PRICE INCLUDES A BOAT, TRAILER, AND AN **OUTBOARD** MOTOR, ENTER THE PORTIONS OF THE PRICE FOR EACH COMPONENT BELOW:

Boat $ 153,402.00 Trailer $ NA Outboard Motor $ NA

DESCRIPTION OF VESSEL

Make	Year	Identification Number	Length	Registration Number	Title Number
Tiara	2019	SSUKC007L819	34	FL0523SS	

DESCRIPTION OF TRAILER

Make	Year	Identification Number	Empty Weight

DESCRIPTION OF OUTBOARD MOTOR

Make	Year	Identification Number

If this vessel has never been registered or titled in Florida, or any other state, give the specific reason (s) below:

______

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Signature of SELLER

Address: 550 Starboard Dr
Naples, FL 34103

Signature of CO-SELLER

Address:

Signature of PURCHASHER

Address: 266 Egret Ave
Naples, FL 34108

Signature of CO-PURCHASER

Address:

NOTE: **All vessels manufactured 1974 or later must establish ownership by furnishing along with this bill of sale, a manufacturer's statement of origin, title certificate or other document in accordance with Florida Statute 327.**

Attachment 24

RO622757 Q (03/19)

DMS Tracking #: 4214511 Reprint #: 0

VAD 70A (1/16)

POWER OF ATTORNEY TO SIGN FOR OWNER WHEN REGISTERING AND / OR TRANSFERRING OWNERSHIP OF A MOTOR VEHICLE

A375938

WARNING: This form may be used only when title is physically held by lienholder or has been lost. This form must be submitted to the state by the person exercising power of attorney. Failure to do so may result in fines and / or imprisonment.

VEHICLE DESCRIPTION

Year 2021 Make LINCOLN Model AVIATOR Body Type 4D SPORT U

Vehicle Identification Number (VIN) 5LM5J7WC6MGL04940

PART A. POWER OF ATTORNEY TO DISCLOSE MILEAGE

Federal law and State law require that you state the mileage upon transfer of ownership. Providing a false statement may result in fines and / or imprisonment.

I, DANIEL JOSEPH TISONE (TRANSFEROR'S (SELLER'S) NAME OR NAMES IF JOINTLY OWNED, PRINT)

appoint CARMAX - POTOMAC MILLS (TRANSFEREE'S (BUYER'S) NAME, PRINT) attorney-in-fact,

to disclose the mileage, on the title for the vehicle described above, exactly as stated in my following disclosure and to sign in my / our name, place, and stead any Certificate of Title, or other supporting papers, covering said motor vehicle, in whatever manner necessary to register and / or transfer ownership of said motor vehicle; and I / we do hereby grant unto said attorney-in-fact full authority and power to do and perform any and all other acts necessary or incident to the execution of the powers herein expressly granted, as the grantor might or could do if personally present, with full power of substitution.

I certify to the best of my knowledge that the odometer reading is: ☐ ACTUAL Mileage ☐ NOT ACTUAL Mileage (odometer discrepancy) ☐ IN EXCESS of Mechanical Limits

☐ Model year is 10 years or older and was exempt from odometer disclosure in prior state of title (applicant must present out-of-state title showing exemption)

ODOMETER READING (No Tenths) 9,058

Daniel Joseph Tisone
TRANSFEROR'S (SELLER'S) SIGNATURE / PRINTED NAME — CO-TRANSFEROR'S (SELLER'S) SIGNATURE (IF JOINTLY OWNED) / PRINTED NAME

Transferor's Address STREET 7514 GRESHAM ST CITY SPRINGFIELD, VA 22151 ZIP CODE

Date of Statement 07/15/2022 — TRANSFEREE'S (BUYER'S) SIGNATURE / PRINTED NAME

Transferee's Address STREET 2350 RESEARCH COURT CITY WOODBRIDGE, VA22192 ZIP CODE

PART B. POWER OF ATTORNEY TO REVIEW TITLE DOCUMENTS AND ACKNOWLEDGE DISCLOSURE

(Part B is invalid unless Part A has been completed.)

I, ______ (TRANSFEREE'S (BUYER'S) NAME, PRINT)

appoint ______ (TRANSFEROR'S (SELLER'S) NAME, PRINT) attorney-in-fact,

to sign the mileage disclosure on the title for the vehicle described above, only if the disclosure is exactly as the disclosure completed below and to sign in my / our name, place, and stead any Certificate of Title, or other supporting papers, covering said motor vehicle, in whatever manner necessary to register and / or transfer ownership of said motor vehicle; and I / we do hereby grant unto said attorney-in-fact authority and power to do and perform any and all other acts necessary or incident to the execution of the powers herein expressly granted, as the grantor might or could do if personally present, with full power of substitution.

TRANSFEREE'S (BUYER'S) SIGNATURE / PRINTED NAME — TRANSFEREE'S (BUYER'S) ADDRESS (STREET, CITY, STATE, ZIP)

Federal law and State law require that you state the mileage upon transfer of ownership. Providing a false statement may result in fines and / or imprisonment.

I certify to the best of my knowledge that the odometer reading is: ☐ ACTUAL Mileage ☐ NOT ACTUAL Mileage (odometer discrepancy) ☐ IN EXCESS of Mechanical Limits

☐ Model year is 10 years or older and was exempt from odometer disclosure in prior state of title (applicant must present out-of-state title showing exemption)

ODOMETER READING (No Tenths)

Date of Statement ______ TRANSFEROR'S (SELLER'S) SIGNATURE / PRINTED NAME

Transferor's Address ______ STREET CITY STATE ZIP CODE

PART C. CERTIFICATION

I, ______ (person exercising above power of attorney, Print), hereby certify that the mileage I have disclosed on the title document is consistent with that provided to me in the above power of attorney. Further, upon examination of the title and any reassignment documents for the vehicle described above, the mileage disclosure I have made on the title pursuant to the power of attorney is greater than that previously stated on the title and reassignment documents. This certification is not intended to create, nor does it create any new or additional liability under Federal or State law.

APPRAISAL OFFER

CARMAX

Name: DOREEN
Address: 7514 GRESHAM ST
SPRINGFIELD VA 22151
Vehicle: 2021 LINCOLN AVIATOR 4D SPORT UTILITY RESERVE
Mileage: 9,058 **Engine:** 3.0L
VIN: 5LM5J7WC6MGL04940
Color: PEARL

Contact:
WALTER GOODMAN

7183 - POTOMAC MILLS, VA
Date:
07/15/2022

Features considered

POWER LOCKS
POWER WINDOWS
SUNROOF(S)
PANORAMIC SUNROOF
AM/FM STEREO
AUXILIARY AUDIO INPUT
AIR CONDITIONING
REAR AIR CONDITIONING
REAR DEFROSTER
CRUISE CONTROL
AUTOMATED CRUISE CONTROL
ABS BRAKES
POWER SEAT(S)
THIRD ROW SEAT
FRONT SEAT HEATERS
MEMORY SEAT(S)
QUAD SEATS
REAR SEAT HEATERS
POWER MIRRORS
POWER FOLDING THIRD ROW
AUTOMATIC TRANSMISSION
TURBO CHARGED ENGINE, NAVIGATION SYSTEM, ALLOY WHEELS, 20 INCH PLUS WHEELS, TRACTION CONTROL, LEATHERETTE SEATS, A/C SEAT(S), SATELLITE RADIO READY, SIDE AIRBAGS, OVERHEAD AIRBAGS

Conditions assessed

361213

Front Seats:	Good Condition	**Rear Seats:**	Good Condition
Carpet:	Good Condition	**Transmission:**	Good Condition
Engine:	Good Condition	**Front Tires:**	Good Condition
Rear Tires:	Good Condition	**Wheels:**	Good Condition

Appraisal offer **$56,000**

This offer is valid until the close of business on 7/22/22.

This offer is good for 7 days and will be honored at all CarMax stores.
After 7 days, your vehicle will need to be reappraised and the **offer may change.**

Comments

THANKS FOR HAVING YOUR VEHICLE APPRAISED

JOHN T.
- CarMax Certified Appraiser

We've appraised more than 30 million vehicles. If you have questions about how we determined your offer - just ask!

SELL US YOUR CAR today

save time and money AND WALK AWAY WITH PAYMENT IN HAND

When you sell to CarMax, you can avoid the hassles of selling your car yourself:

- Costly advertising
- The uncertainties of an unknown buyer
- Inspections, negotiations, and payment

bring these items TO SELL US YOUR VEHICLE

- Title (if it is not with a lienholder)
- Valid registration
- Valid state-issued photo ID for all titleholders
- All keys and remotes (if applicable)

We'll buy your car even if you don't buy ours!®

See other side for important details.

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, DANIEL JOSEPH TISONE (transferor's name - PRINT), state that the odometer (of the vehicle described below) now reads 9,058 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- ☐ I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- ☐ I hereby certify that the odometer reading is NOT the actual mileage. WARNING-ODOMETER DISCREPANCY.

MAKE	BODY TYPE	MODEL
LINCOLN	4D SPORT UTILITY	AVIATOR

VEHICLE IDENTIFICATION NUMBER	STOCK NUMBER
5LM5J7WC6MGL04940	23195257

COLOR	TRIM	YEAR
PEARL		2021

TRANSFEROR'S PRINTED NAME (SELLER)
DANIEL JOSEPH TISONE

TRANSFEROR'S STREET ADDRESS
7514 GRESHAM ST

CITY	STATE	ZIP CODE
SPRINGFIELD	VA	22151

DATE OF STATEMENT: 07/15/2022

TRANSFEROR'S SIGNATURE (SELLER) X Daniel Joseph Tisone by POA: Doreen F. Tisone

X DANIEL JOSEPH TISONE
PRINTED NAME OF PERSON SIGNING

TRANSFEREE'S PRINTED NAME (BUYER)
CarMax Auto Superstores, Inc.

STREET ADDRESS
2350 RESEARCH COURT

CITY	STATE	ZIP CODE
WOODBRIDGE	VA	22192

RECEIPT OF COPY ACKNOWLEDGED

X ____________ 07/15/2022
TRANSFEREE'S SIGNATURE - BUYER DATE

X Rosanc.f 07/15/2022
PRINTED NAME OF PERSON SIGNING DATE

F005
WHITE - TRANSFEROR'S YELLOW - TRANSFEREE'S COPY PINK – CUSTOMER'S COPY

MIS ID: 1025002 / 6039114

Vehicle Purchase Agreement

CARMAX

Seller's Name	
DANIEL JOSEPH TISONE	
Seller's Address	
7514 GRESHAM ST	
SPRINGFIELD, VA 22151	
Seller's Name	
Seller's Address	
Purchaser's Store Name / Location	
CARMAX - POTOMAC MILLS	
Purchaser's Address	
2350 RESEARCH COURT	
WOODBRIDGE, VA 22192	

VEHICLE YOU ARE SELLING (THE "VEHICLE")

Year: 2021 Make: LINCOLN Model: AVIATOR

VIN: 5LM5J7WC6MGL04940 Mileage: 9,058

(1) Appraisal Offer	$ 56,000.00
(2) Discharge of Lien to: LINCOLN AUTOMOTIVE FS (Lienholder); Account No.; PO BOX (Address (Street)); DALLAS, TX 75265 (City/State/Zip); (888) 498-8801 (Phone)	$ 54,600.65 Estimated Payoff
(3) ESP and/or GAP Cancellation	$ 0.00 ESP and/or GAP Cancellation Amount
(4) Amount Due to Seller (if 2 - 3) is less than (1)).	$ 1,399.35 Positive Equity
(5) Amount Due to Purchaser (if 2 - 3) is greater than (1)).	$ 0.00 Negative Equity

MILEAGE DISCLOSURE. You warrant and represent that the mileage identified above and on the instruments to transfer title reflects the actual mileage of the Vehicle unless one of the following statements is checked:

__ Reflects the amount of mileage in excess of mechanical limits

__ Is NOT actual mileage (odometer discrepancy).

By executing this Vehicle Purchase Agreement (the "Agreement"), you sell, transfer, and convey all rights, title, and interest in and to the Vehicle to CarMax, its successors and assigns, and CarMax accepts all such rights, title, and interest in and to the Vehicle. You warrant and represent that (a) you are the sole legal and record owner of the Vehicle and that, except as identified in Line (2) above, no other party has any interest or claim of interest in or to the Vehicle, (b) the Vehicle is free from all security interests, liens, charges, claim of ownership, and encumbrances and (c) you have the right to sell the Vehicle outright or upon payoff of the Lienholder(s) shown in Line 2 the Vehicle will be free from all liens. **The sale of the Vehicle to CarMax is a final sale and is not connected in any way to a purchase of another vehicle by you from CarMax.**

LIENHOLDER INFORMATION. You accept CarMax's offer to purchase the Vehicle for the amount specified in Line (1) above, which is equal to the offer amount on the Appraisal Offer previously provided to you and incorporated by reference. If there is/are lienholder(s) for the Vehicle, CarMax will pay the amount of the liens obtained from the lienholder(s) on your behalf, as reflected in Line (2) ("Estimated Payoff"). You authorize CarMax to contact the lienholder(s) to obtain whatever information is necessary to pay off the liens and transfer title and you give the lienholder(s) authorization to release this information to CarMax. The Estimated Payoff may be greater or less than the amount that is actually due to the lienholder(s) to transfer title ("Actual Payoff"). You agree to pay CarMax the difference between the Estimated Payoff and the Actual Payoff plus any additional costs incurred by CarMax, upon demand. In order for you to transfer a marketable certificate of title, all liens on the Vehicle must be paid. If the Actual Payoff is less than the Estimated Payoff, you will receive a refund of the difference from your lienholder. If you purchased another vehicle from CarMax and financed the other vehicle with CarMax and your refund is $200 or more, CarMax will send the refund to the lienholder that purchased your retail installment contract.

CarMax will pay you the amount specified in Line 4 (if any) in one of two ways. **CarMax may issue you a bank draft for the amount specified in Line 4, which must be deposited and may be held by your bank.** If you are purchasing another vehicle from CarMax at the time you are selling this Vehicle, you may have the amount specified in Line 4 applied to the purchase of that Vehicle either as a "trade- in credit" or "down payment."

You agree that if the amount shown in Line 2 minus Line 3 is greater than Line 1, you will pay CarMax the difference shown in cash or certified funds, as reflected in Line 5 ("Negative Equity"), which may increase in the event the Estimated Payoff is less than the Actual Payoff. If you are purchasing another vehicle from CarMax, the entity financing that transaction may agree to finance the Negative Equity and will pay CarMax the Negative Equity on your behalf. If you purchase another vehicle from CarMax and subsequently return the vehicle, you agree to repay CarMax the entire amount of the Negative Equity in cash or other certified funds at or before return.

TITLE TRANSFER. You warrant and represent that none of the title or ownership documents presented by you, including, but not limited to, the certificate of title, odometer disclosure statements, vehicle registration, and/or power of attorney, are altered, forged, fraudulent, obtained by unlawful or fraudulent means, and/or falsified in any way. You warrant and represent that all statements, disclosures, representations, and warranties you have provided us herein and as shown on the Appraisal Offer and the instruments used to transfer title, are true, correct, and complete. In the event any of the information provided is incorrect, incomplete, false, and/or fraudulent or if the information on the certificate of title or title history is different from the warranties and representations provided, you will be deemed to have breached this Agreement. Our ability to secure a marketable certificate of title for the Vehicle is a condition subsequent to this Agreement. If, for any reason, we are unable to secure a marketable certificate of title, you will be deemed to have breached this Agreement. You agree to cooperate with CarMax in the completion and execution of any and all documents required to transfer title under applicable state law, including but not limited to, execution of title documents or instruments to transfer title, odometer disclosure statements, and damage disclosure statements. Your refusal to cooperate will be considered a breach of this Agreement.

Attachment 25

ST. PETER'S

United States District Court Middle District of Florida
2110 First Street
Fort Myers, Florida 33901

Your Honor,

I have known my first cousin Daniel Tisone for his whole life. He is spontaneous and extremely entrepreneurial. Since his early days in college he has grown tremendously. Following his incarceration, he spent much time and energy assisting me with my ministry to underprivileged youth in Orange, New Jersey. His mentorship was both a help to me and very impactful to the youth we were assisting.

Daniel is very entrepreneurial and does not always think through the consequences of his actions, but he is very kind and I have never known him to be malicious. I appreciate the difficulty of your decision in sentencing Daniel but write you to ask for clemency for Daniel. I have witnessed firsthand the incredible impact he can have on others and would like to see this continue. I believe our society would be a better place with a repentant Daniel using his many talents and energy for good.

In my service as an Army Chaplain I have been involved in too many situations of soldiers who were treated with pure justice over mercy. These rarely had positive results for the soldiers and their families. I am reminded of the New Testament Letter of James which says: "Mercy triumphs over judgement". I believe Daniel to be both repentant and ready to make restitution. I also believe that in this moment he too needs a merciful judge.

I thank you for reading this letter and continue to pray for all involved in this sentencing.

With deep appreciation,
Rev. Andrew J DeSilva
Fr. Andrew J. DeSilva
St. Peter the Apostle Church

ST. PETER *the* APOSTLE PARISH
445 Fifth Avenue • River Edge, NJ 07661 • 201-261-3366 • Fax 201-261-0117

Attachment 26

Published in City of Tomorrow

Ford Motor Company
Apr 30, 2019 · 4 min read · Listen

rom Package Deliveries to Mobile Car Washes, ord Brings New Services to Your Connected ar

y Lorin Kennedy, FordPass Ecosystem Business Leader, Ford Motor ompany

Text to speech

ɔrd is teaming up with Amazon to bring its Key by Amazon In-Car delivery service to eligible Ford and Lincoln vehicles.

ɔr more than a century, Ford has powered people's ability to get where they eed to go with safe, reliable cars.

ow, we think it's time to flip the script. Instead of using our vehicles solely ɔ get us to our destinations, what if we used them as beacons to bring ɔnvenient and secure services to us?

hanks to advancements in wireless technology, we now are easily ɔnnected to the goods and services we want. With the internet, we've been ble to save time by shopping online instead of leaving the house for verything from food and clothing, to electronics and more. And the results ave been undeniable. Last year alone, the United States Postal Service elivered close to 6.2 billion packages — double the amount it delivered lmost a decade ago.

ome of these packages fit snugly into our mailboxes or can be accepted by uilding staff, but a lot of them end up sitting outside on porches and front oops — vulnerable to bad weather or going missing. So, it's easy to get nxious about your deliveries when you aren't home to receive them.

hat's why we're teaming up with Amazon to bring its Key by Amazon In-Car elivery service to eligible Ford and Lincoln vehicles. Through In-Car elivery, eligible Ford and Lincoln owners now can have their Amazon rime packages delivered to their vehicles. It's a convenient, secure way to

nsure your packages are delivered directly to you when you are out for the ay, anticipating bad weather or wondering if your package is safe.

ey by Amazon in-car delivery is available for select Ford 2017 and later ıodel year vehicles equipped with FordPass Connect, and for Lincoln 2018 ıd later model year vehicles equipped with Lincoln Connect. In-Car elivery will be available virtually anywhere that Amazon offers the service, hich is currently in several U.S. cities and surrounding areas.

o use the in-car service you need to download the FordPass or Lincoln Way pp, create an account, and activate your car for in-car delivery. Amazon Key pp enables in-car deliveries by linking your Amazon Prime account with our FordPass or Lincoln Way account.

ou'll receive notifications throughout the delivery process, including a ead's up right before delivery takes place and a confirmation that delivery is omplete and your car has been securely locked. And for added peace of ıind, the delivery driver verifies that your vehicle has been successfully elocked before proceeding with the next delivery. Plus, you are always in ontrol, so if you change your mind the day of delivery, you can block access your car; delivery will be made to the building where your car is parked or ou can reschedule the delivery to the following day.

nd while this service alone is pretty exciting, Key In-Car delivery is just the rst wave of what's possible. Through our Ford connected vehicle services,

ther businesses are able to integrate their apps with Ford and Lincoln onnected vehicles. This will allow us to deliver additional new services to ur customers' vehicles that improve their daily lives.

or example, in addition to Key by Amazon, we're also working with several ifferent on-demand car wash services through FordPass and Lincoln Way, give people the option to purchase eco-friendly car washes from Spiffy, UB A DUB and Sparkl wherever these services are available.

Ford is also working with several on-demand car wash services like Spiffy.

ıst think — instead of driving to a car wash and waiting in line, these ompanies can come straight to your car with a number of different ervices, including water-saving car washes and detailing service. And with ıe new functionality, they can unlock and lock your vehicle to clean the ıterior too, even removing pet hair that's dug its way into your seats and oors.

piffy is finalizing the launch of their Ford and Lincoln connected vehicle ervices for on-demand car washing in Atlanta, Charlotte, Dallas, Los ngeles, and Raleigh. Sparkl recently launched their on-demand car ashing experience in the Chicago metro area, and Rub A Dub will launch ıter this year.

eliveries. Car washes. You can imagine the many on-demand services that re coming to your Ford and Lincoln vehicle. After all, people everywhere re actively looking for ways to simplify their lives. The on-demand economy attracting more than 22.4 million consumers annually and $57.6 billion in pending, according to the Harvard Business Review, and that is only xpected to grow. At Ford, we are committed to working with these service roviders to bring valuable, convenient options directly to our customer — r at least their car.

ote: FordPass Connect™/Lincoln Connect™ service is required (see App Terms for ore information) and connected service and related feature functionality is ıbject to compatible AT&T-network availability. Evolving technology/cellular etworks may affect functionality and availability, or continued provision of some atures, prohibiting them from functioning. Message and data rates may apply.

Delivery Connectivity Automotive On Demand

Attachment 27

TRANSPORTATION

Ford Joins The In-Car Delivery Movement, Gets More Connected Services

Sam Abuelsamid Senior Contributor
A lifetime in the car business, first engineering, now communicating

Follow

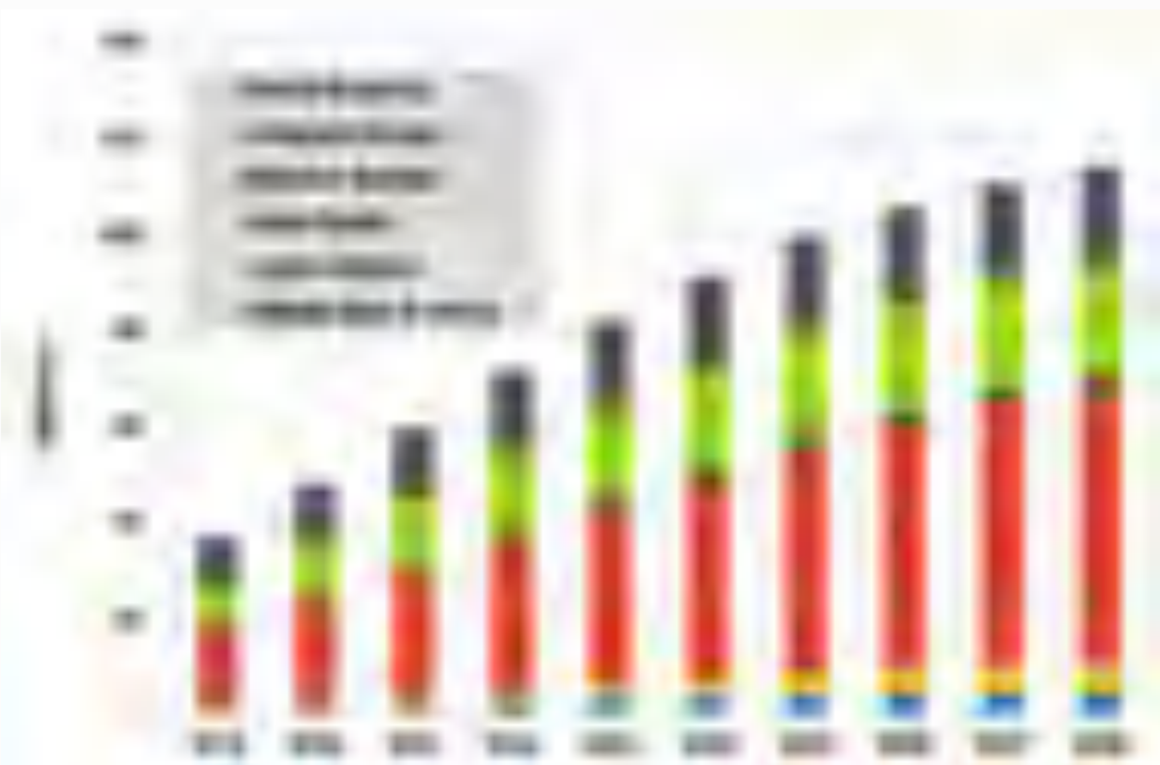
Apr 30, 2019, 09:00am EDT

This article is more than 3 years old.

Owners of 2017 and 2018 model Ford and Lincoln vehicles with Fordpass Connect or Lincoln Way LTE... [+] FORD

Ford was a relative latecomer to the connected vehicle party. Other automakers have been installing cellular data modems in cars for the better part of the past two decades starting with the 1996 debut of GM's OnStar. Meanwhile relatively few Ford vehicles aside from some Lincolns and plug-in vehicles have done the same. In the past two years the narrative has shifted and by the end of this year, all new Fords and Lincolns in North America will be connected and offering new services enabled by data such as Key by Amazon.

Connected vehicles and services are rapidly becoming ubiquitous in most markets. In North America and Europe virtually all new vehicles sold will have data connectivity within the next few years. By the late 2020s, nearly 115 million vehicles a year are expected to have either LTE or 5G connectivity built in.



Projected annual light duty vehicles sales with built-in cellular connectivity - 2019-2028
NAVIGANT RESEARCH

From the 2007 introduction of SYNC, Ford had focused on a bring your own device strategy that enabled drivers to connect phones and media players to the car and manage them by voice or dashboard controls. SYNC 3 is still with us to enable Android Auto, Apple CarPlay and AppLink-enabled phone apps.

However, thanks to the embedded LTE-modems going into all new models, Fordpass Connect can now let drivers join GM and Volvo customers in getting their Amazon packages delivered directly to the cargo hold of their vehicle. Ford and Lincoln owners can link the Amazon app to their Fordpass or Lincoln Way account and select in-car delivery when they make a purchase.

The in-car connectivity will let the delivery driver know where the vehicle is parked and owners will get notifications as the delivery approaches. When the delivery driver arrives, the owner can use the app to unlock the trunk or tailgate so the package can be deposited. The delivery driver will send a notification to confirm the delivery and relock the vehicle. Customers can get their packages delivered to a secure location rather than being left on an open doorstep or making a side trip to find an Amazon locker.

While other package delivery companies aren't yet participating in these programs, there is nothing technologically preventing them from doing so. Ford has a developer program that originally launched in 2013 to enable smartphone app developers that wanted to take advantage of SYNC AppLink to get access to the software development kit and submit apps for approval.

The developer program (accessible at https://developer.ford.com/) has expanded into other areas including application programming interfaces (APIs) for the Fordpass Connect telematics system. Ford previously announced partnerships with parking providers that enabled drivers search for, reserve and pay for parking before arriving at a destination.

The latest service available through Fordpass and Lincoln Way is access for mobile car washing and detailing. Sparkl is the first vendor to join the on-demand washing program in and around its Chicago area base. For customers that just want an exterior scrub down, the crew will arrive and take care of everything. Drivers that want interior detailing as well will get a notification like the one provided by Amazon so they can use the Fordpass app to unlock the car. Mobile wash services Spiffy and Rub A Dub will be joining the program later this year.

Spiffy, Sparkl and Rub a Dub mobile car wash and detailing services will soon be available through... [+] FORD

“These are the first offerings that we have,” said Lorin Kennedy, FordPass Ecosystem Business Leader. “We're working hard with a lot of third parties around the pickup and delivery category. There are a lot of other companies who are looking at ways to increase the convenience and security of delivering packages, also curbside.”

“Because there's a great opportunity to work with retailers, when you want to do a pickup it’s really easy then to identify the location of the vehicle.”

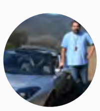
Until consumers start ditching their own vehicles for shared automated vehicles, a broad range of new services are expected to be launched that leverage the location information and connectivity built in. Kennedy emphasized that before any applications or service providers are approved, they are carefully vetted by Ford to ensure data security and privacy.

In addition to providing convenience for its customers, connected services also provide potential new revenue streams for automakers. Kennedy declined to discuss specifics of Ford's business arrangements with partners.

"With any API model, there are a variety of ways in which you can do different revenue share opportunities," said Kennedy. "The access to the portal is 100%, free and we're encouraging people to come and use the API's and work with us on ways in which we can, we can build a great solution for customers. Then today for what we're what we're doing with the API set, we're looking at the partnership and the type of service we provide and we work out an individual deal with each third party."

We'll know doubt be seeing a lot more of this from almost every automaker in the months and years to come.

Follow me on Twitter or LinkedIn. Check out my website.



Sam Abuelsamid

Follow

I've spent my adult life working in and around the automotive industry. After earning a mechanical engineering degree from GMI I spent the next 17 years working on... **Read More**

Editorial Standards Print Reprints & Permissions

Attachment 28

Provided Services AGREEMENT

This Provided Services Agreement (this "**Agreement**"), made effective as of the date both parties have signed the Agreement, 2018 (the "**Effective Date**"), is by and between FordSmart Mobility, LLC, a Delaware corporation, whose principal place of business is at One American Road, Dearborn, Michigan 48126 ("**Ford**") and RUB A DUB Holdings, Inc. , a Delaware corporation whose principal place of business is at 1676 International Drive, McLean, VA 22031 ("**RUB A DUB**" or "**Service Provider**"); each a "**Party**" and together the "**Parties**".

RECITALS

WHEREAS, RUB A DUB intends to offer customers of RUB A DUB the option to have car wash services performed at eligible customer vehicles (rather than customers coming to a stationary car wash/service center) by RUB A DUB Personnel; and

WHEREAS, Ford and its Affiliates manufacture vehicles outfitted with communication and other technologies ("**Ford Connected Vehicles**") that enable Ford to receive data from, and issue commands to, the Ford Connected Vehicles; and

WHEREAS, the Parties wish to enter into this Agreement to set forth the terms by which Service Provider will make Provider Services available to Service Provider's Customers who own the types of Ford Connected Vehicles identified on Exhibit A, and Service Provider and Ford will make available certain communication and other technologies to support the Provider Services.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Ford agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1.1. "**Acceptance Testing**" shall have the meaning set forth in Section 3.2.

1.2. "**Acceptance Date**" shall have the meaning set forth in Section 3.2.

1.3. "**Affiliate**" means any Person that directly or indirectly controls, is controlled by, or is under common control with, another Person. For the purposes of this definition, the term **"control"** (including, with correlative meanings, the terms "controlling", "controlled by", and "under common control with"), as used with respect to any Person, means having the right to elect a majority of the board of directors or other comparable body responsible for management and direction of a Person, or otherwise having, direct or indirect power to direct or cause the direction of the management and policies of such Person, by contract, ownership of voting securities, law or otherwise (e.g., by being the manager of a manager-managed limited liability company).

1.4. "**API**" means a hosted application program interface.

1.5. "**API Parameters**" means specifications for one or more APIs as necessary to deliver and exchange information between the Ford Systems and Service Provider Systems.

1.6. "**Applicable Laws**" means all laws, rules, and regulations applicable to the specified entity and to the business conducted by that entity.

1.7. "**Change of Control**" means a sale or other disposition (including through a merger, stock sale or otherwise) of 50% or more of the economic interest in or voting power of a Party in a transaction or series of related transactions, or the sale of all or substantially all of the assets of such Party.

1.8. "**Confidential Information**" means any information in any form, including oral, written, graphic, or electromagnetic, which the Disclosing Party desires to protect against unrestricted disclosure, and is designated as proprietary or confidential in the following manner: (a) if in writing or other tangible form, shall be conspicuously labeled as "confidential" or "proprietary" at the time of delivery or (b) if oral, shall be identified as "confidential" or "proprietary" prior to disclosure. Notwithstanding the foregoing, (x) the

Confidential Information of Ford shall include all Customer Information (including Personal Data) collected by Ford (including any Customer Information provided by Ford to Service Provider), technical know-how and other information (including plans and strategies) related to the Ford Systems, all information regarding Ford's marketing strategies and prospective marketing campaigns, and all proprietary or confidential information of Ford Affiliates; (y) the Confidential Information of Service Provider shall include all Customer Information (including Personal Data) collected by Service Provider (including any Customer Information provided by Service Provider to Ford), technical know-how and other information (including plans and strategies) related to the Service Provider Systems, and all information regarding Service Provider's marketing strategies and prospective marketing campaigns; and (z) the terms of this Agreement shall be deemed Confidential Information of both Parties. Confidential Information shall not include information that (i) other than with respect to Personal Data, is or becomes generally known to the public through no act or omission of the Receiving Party, (ii) was in the Receiving Party's possession prior to the disclosure hereunder without an obligation of confidentiality, (iii) is disclosed to the Receiving Party by a third party not under an obligation of confidentiality, or (iv) was independently developed by the Receiving Party without use or reference to the Confidential Information of the other Party.

1.9. "**Customer**" means any person who registers a Ford Connected Vehicle with Service Provider for Provided Services.

1.10. "**Customer Information**" means the names, screen names, addresses, or other Personal Data or information that identifies or pertains to Customer, including any navigational information obtained through a tracking system, technical information retrieved from the vehicle, or payment or financial information (including credit card, debit card, or bank account information).

1.11. "**Disclosing Party**" means the Party disclosing its Confidential Information.

1.12. "**Ford Marks**" means the trademarks, trade names, service marks, designs, characters, logos, and other indicia of origin of Ford as set forth on <u>Exhibit A.</u>

1.13. "**Ford Systems**" means the Ford controlled or provided systems or networks providing information or functionality including any APIs used to connect to one or more systems.

1.14. "**Governmental Authorization**" means all permits, consents, decisions, licenses, approvals, certificates, confirmations or exemptions from, and all applications and notices filed with or required by, any Governmental Entity that are required for the performance of a Party's obligations pursuant to this Agreement.

1.15. "**Governmental Entity**" means a court, administrative agency or commission or other federal, state, county, local or other foreign governmental authority, instrumentality, agency or commission.

1.16. "**Indemnified Party**" shall have the meaning set forth in <u>Section 9.1</u>.

1.17. "**Indemnifying Party**" shall have the meaning set forth in <u>Section 9.1</u>.

1.18. "**Intellectual Property Rights**" means all patent, copyright, trademark, trade secret and other intellectual property or proprietary rights of any kind.

1.19. "**Losses**" shall have the meaning set forth in <u>Section 9.1</u>.

1.20. "**Person**" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

1.21. "**Personal Data**" means (a) any information that can identify or locate a unique individual or be identified to that individual, such as: name, address, telephone number, and similar items, and includes vehicle identification number (VIN), device ID and geo-location information if the data can be associated with a specific person; and (b) if any data is of residents of the European Union, Personal Data has the meaning given to this term by the Data Protection Act 1998.

1.22. "**Provided Services**" means the on-location washing and other agreed maintenance services for End Users as further defined in Exhibit A.

1.23. "**Receiving Party**" means the Party receiving the other Party's Confidential Information.

1.24. "**Service Provider Personnel**" means employees, contractors, subcontractors or other representatives or agents who perform delivery and/or returns services on behalf of Service Provider.

1.25. "**Service Provider Marks**" means the trademarks, trade names, service marks, designs, characters, logos, and other indicia of origin of Service Provider as set forth on Exhibit A.

1.26. "**Service Provider Systems**" means the Service Provider Cloud, Service Provider Customer Mobile Application, and the Service Provider Delivery Associate Mobile Application, as further set forth in Exhibit A.

"**Term**" has the meaning set forth in Section 11.1.

1.27. "**Territory**" means the United States, and any additional territories as mutually agreed in writing by the Parties.

2. OVERVIEW.

2.1. Service Provider intends to roll-out Provided Services on a city-by-city basis within the United States and in additional territories around the world. Ford has the capability to communicate with Ford Connected Vehicles on a remote basis, which allows for remote control of certain vehicle functions including lock, unlock, and flash lights.

2.2. The Parties agree that Ford will be Service Provider's first vehicle manufacturer participant in Provided Services within the United States, and that Ford shall be provided, on a country by country basis, the first right of refusal to be Service Provider's first vehicle manufacturer participant in Provided Services in any additional countries where Service Provider rolls-out Provided Services. As the first vehicle manufacturer participant in a particular country, Ford will receive special marketing and advertising treatment. Ford agrees that Service Provider will be the first Provided Services participant in the following markets, and as the first participant Ford shall not announce or promote any other participants to the service in these markets for ninety (90) days following the initial signing of this Agreement: Washington DC; Northern Virginia; Philadelphia, Pennsylvania; Pittsburg, Pennsylvania; Austin, Texas; and Southern Florida.

2.3. Service Provider and Ford agree that the Customer interface for selecting Provided Services will be through Service Provider, however there may be some level of integration which is visible to the Customer between Service Provider's Customer-facing platforms and applications and Ford's Customer-facing platforms and applications (e.g. FordPass); and there may be additional back-end integration between the Party's Customer-facing platforms and applications.

3. DEVELOPMENT, PROVISION AND TESTING OF PROVIDED SERVICES

3.1. **API Development.** Ford will make available, at its own cost, directly or via a third party of Ford's choice, APIs to connect the Ford Systems and Service Provider Systems for Provided Services. As between Ford and Service Provider, Ford shall own the results of such development. Service Provider will make available, at its own cost, directly or via a third party of Service Provider's choice, APIs to connect Ford Systems and Service Provider Systems for Provided Services. The Service Provider agrees to cooperate with Ford regarding any Service Provider API Parameters. As between Ford and Service Provider, Service Provider shall own the results of such development.

3.2. **API Acceptance Testing.** Prior to making Provided Services commercially available with respect to Ford Connected Vehicles, the Parties shall cooperate to test the connectivity and security of the Ford Systems and Service Provider Systems for Provided Services, including whether the APIs conform to the

API Parameters. No such commercial launch shall occur until each Party agrees (which agreement shall not be unreasonably withheld, conditioned or delayed) in writing that such connectivity is working properly.

3.3. Service Levels. Service Provider and Ford shall comply with the service level terms set forth in Exhibit C hereto.

3.4. Information Security. At all times during the Term, Service Provider and Ford shall (a) maintain Service Provider System, Ford System, APIs, and API Parameters, as applicable, in accordance with industry security standards; (b) implement ISO 27002 security standards relevant to the respective Ford Systems and Service Provider Systems; (c) encrypt API Parameters (input and responses) while in transit and while at rest, including on and between computers or contracted facilities/processors; (d) cooperate with the other Party to verify (including by providing evidence of controls) and test (including through penetration testing) the end-to-end security controls of the Ford Systems and Service Provider Systems as applied to Provided Services; (e) engage subcontractors under terms at least as stringent as those agreed between Ford and Service Provider, and be responsible for the acts of such Party's subcontractors; (f) monitor for security incidents; (g) provide timely notification to the other Party of security incidents in order to enable appropriate and required remediation to be taken; and (h) treat security related information as Confidential Information.

4. LICENSES

4.1. Service Provider License. Service Provider hereby grants to Ford a fully paid-up, royalty-free, irrevocable, worldwide, non-exclusive license (a) during the Term, to use Service Provider's APIs and associated API Parameters for the limited purpose of carrying out this Agreement; and (b) during and after the Term, to use for any purpose information (which is not PII or Service Provider Confidential Information) derived from shared data/parameters.

4.2. Ford License. Ford hereby grants to Service Provider a fully paid-up, royalty-free, irrevocable, worldwide, non-exclusive license (a) during the Term, to use Ford's APIs and associated API Parameters listed in Exhibit A for the limited purpose of carrying out this Agreement; and (b) during the Term, to use to use for any purpose information (which is not PII or Ford Confidential Information) derived from shared data/parameters (other than VINs).

4.3. Marks. Service Provider hereby grants to Ford a fully paid-up, royalty-free, worldwide, non-exclusive license to use Service Provider Marks, during the Term, in accordance with Service Provider's reasonable usage guidelines provided to Ford in writing, in connection with the advertising, marketing and promotion (online and otherwise), of Provided Services. Service Provider will retain all goodwill and all other rights thereto, and Ford will obtain no goodwill or any other rights thereto as a result of the use of Service Provider Marks. Ford hereby grants to Service Provider a fully paid-up, royalty-free, worldwide, non-exclusive license to use Ford Marks, during the Term, in accordance with Ford's reasonable usage guidelines provided to Service Provider in writing, in connection with the advertising, marketing and promotion (online and otherwise), of Provided Services. Ford will retain all goodwill and all other rights thereto, and Service Provider will obtain no goodwill or any other rights thereto as a result of the use of Ford Marks.

4.4. Restrictions on use. Neither Party will:

4.4.1. use the systems of the other party to violate any laws or regulations;

4.4.2. use or reproduce the systems of the other party in source code format;

4.4.3. decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms of any of the systems of the other party by any means whatsoever;

4.4.4. modify or alter the systems of the other party or Documentation in any manner;

4.4.5. knowingly introduce into or transmit through the systems of the other party any data, content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, or time bombs, irrespective of whether any such program or routine results in detrimental harm to the systems of the other party or any data contained therein; or

4.4.6. use the systems of the other party to (A) engage in spamming, mailbombing, spoofing or any other fraudulent, illegal or unauthorized use of the systems of the other party; (B) transmit, store, display, distribute or otherwise make available data or content that is fraudulent, illegal or infringing; (C) violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"), including without limitation by (x) accessing or using any System without permission, (y) attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System, or (z) monitoring data or traffic on a System without permission; or (D) make network connections to any System without permission to communicate with such System.

4.4.7. monitor or crawl the systems of the other party in a way that impairs or disrupts any part of the Ford Systems;

4.4.8. inundate the systems of the other party with communication requests with the intent that systems of the other party or any part thereof cannot respond to legitimate traffic or responds so slowly that it becomes ineffective; or

4.4.9. intentionally interfere with the proper functioning of any part of the systems of the other party, including any deliberate attack to overload the systems of the other party.

5. OWNERSHIP

Service Provider shall own all right, title, and interest in and to the Service Provider Systems, Service Provider's APIs and associated API Parameters, Service Provider's Customer Information, Service Provider's Confidential Information, usage/operational data collected by Service Provider and other Service Provider technology, and all Intellectual Property Rights in and to the foregoing. Ford shall own all right, title, and interest in and to the Ford Systems, Ford's APIs and associated API Parameters, Ford's Customer Information, Ford's Confidential Information, usage or operational data collected by Ford and other Ford technology, and all Intellectual Property Rights in and to the foregoing. In addition, each Party shall own any feedback that such Party provides regarding the other Party's systems, technology, information or methodologies, and such providing Party hereby grants the other Party a fully paid-up, royalty-free, irrevocable, worldwide, non-exclusive license to use such feedback for purposes of improving the receiving Party's systems, technology, information and/or methodologies.

6. ADDITIONAL RIGHTS, OBLIGATIONS, AND COVENANTS

6.1. **Marketing.** Service Provider will have primary responsibility for marketing the availability of Provided Services to its customers. Such marketing shall include appropriate references to Ford and the Ford technology being used in connection with Provided Services, as mutually agreed by the Parties. Service Provider represents and warrants that all communications between Service Provider and its customers will comply with Applicable Laws, including the Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud and Abuse Prevention Act, the Telemarketing Sales Rule, the Do-Not Call Implementation Act, and the Controlling the Assault on Non-Solicited Pornography and Marketing Act, and the respective federal implementing regulations, and applicable state law and regulations. The parties may agree to additional marketing responsibilities in Exhibit D.

6.2. **Non-Exclusive.** While this Agreement is non-exclusive (meaning that Service Provider can offer Provided Services in connection with other vehicle manufacturers, and Ford can use Ford's technology to make available Provided Services as part of other delivery and return solutions), Service Provider agrees that Ford will be Service Provider's first vehicle manufacturer Provided Services partner and that Ford will be promoted and advertised as such in a meaningful manner prior to Service Provider announcing or implementing Provided Services with any other vehicle manufacturer. Ford agrees to the marketing conditions contained in Section 2.2.

6.3. **Support Services.** Each Party shall identify one or more technical contacts for the provision of technical support to the other Party related to Provided Services in connection with Ford Connected Vehicles ("**Support Services**"). In addition, each Party shall provide relevant customer support for that Party's offerings, including: (a) Service Provider will provide (i) customer support for the Provided Services service, including in connection with the use of Service Provider web site/apps, registering vehicles, handling issues with the delivery and changing delivery preferences and (ii) support to Service Provider Delivery Personnel; and (b) Ford will provide customer support for Ford Connected Vehicle modem activation.

6.4. Reports.

6.4.1. Payment Reports. Service Provider shall provide quarterly reports to Ford to validate the payments provided by Service Provider hereunder. Such reports shall include the date of customer registration of a Ford Connected Vehicle for Provided Services and, if applicable, the date that such Ford Connected Vehicle was removed from registration for Service Provider's Provided Services option.

6.4.2. Technology Reports. Service Provider shall provide quarterly reports to Ford to assist in understanding problems with the Provided Services, including failed delivery issues due to technology and vehicle issues.

6.4.3. Additional Reports. The parties agree to provide any additional reports that are specifically detailed in Exhibit A.

7. FINANCIAL SHARING AND PAYMENT TERMS

The Parties shall comply with the financial sharing and related payment terms set forth in Exhibit B.

8. REPRESENTATIONS AND WARRANTIES

8.1. Mutual Warranties. Each Party represents and warrants to the other that:

8.1.1. Corporate Standing. Such Party is a corporation duly incorporated, validly existing and in good standing under the laws of the state of its incorporation. Such Party is duly qualified to do business as a foreign corporation and is in good standing under the laws of each jurisdiction that its business, as currently being conducted, will require it to be so qualified.

8.1.2. Due Authorization; Enforceability. Such Party possesses all requisite power and authority to enter into and perform this Agreement. Such Party's execution, delivery and performance of this Agreement have been duly authorized and this Agreement has been duly executed and delivered and constitutes such Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency and other legal principles pertaining to creditor's rights.

8.1.3. Governmental Authorizations; Compliance with Law. Such Party is the holder of and is in compliance with all Governmental Authorizations required in order for such Party to enter into and perform its obligations under this Agreement. As of the Effective Date, such Party is not in violation of any Applicable Law which violation, individually or in the aggregate, would affect its performance of any obligation under this Agreement, or its ability to grant the rights granted to the other Party under this Agreement. None of the execution, delivery or performance of this Agreement or compliance with the terms and provisions hereof will result in the violation by such Party of any Applicable Law.

8.1.4. Litigation. There is no litigation, nor are there any proceedings by or before any arbitrators, courts or other Governmental Authorities pending or, to its best knowledge, threatened against it which, if adversely determined, could reasonably be expected to have a material adverse effect on its ability to perform all of its obligations under this Agreement.

8.1.5. No Breach or Consent Required. None of the execution, delivery or performance of this Agreement, the consummation of the transactions herein contemplated, or compliance with the terms and provisions hereof: (i) will conflict with or result in a breach of any agreement or instrument to which it is a party or by which it is bound or to which it or any of its assets are subject, or constitute a default under any such agreement or instrument; or (ii) require consent or approval of a third party or Governmental Entity.

8.2. Warranty Disclaimers. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 8.1 OR AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT,

NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES CONCERNING PROVIDED SERVICES OR SUCH PARTIES DELIVERABLES IN CONNECTION WITH THIS AGREEMENT, EXPRESS OR IMPLIED. EACH PARTY SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NONINFRINGEMENT WITH RESPECT TO ANY AND ALL DELIVERABLES PROVIDED BY FORD OR SERVICE PROVIDER IN CONNECTION WITH THIS AGREEMENT. NEITHER PARTY GUARANTEES THAT USE OF SUCH PARTY'S DEVLIERABLES WILL BE UNINTERRUPTED OR ERROR-FREE.

9. INDEMNITY

9.1. **<u>Mutual</u>.** Each Party (the "**Indemnifying Party**") hereby agrees to defend, indemnify, and hold harmless the other Party, its Affiliates, and its and their respective officers, directors, employees, agents, successors, and assigns (collectively, "**Indemnified Parties**") from and against all claims, costs, liabilities, judgments, expenses, and damages (including amounts paid in settlement and reasonable attorneys' fees, costs and expenses) (collectively, "**Losses**") incurred by an Indemnified Party as a result of any claim, demand, action, or proceeding against such Indemnified Party asserted by a third party arising out of or in connection with the Indemnifying Party's breach of any covenants, warranties, or representations made in this Agreement.

9.2. **<u>By Service Provider</u>.** Service Provider hereby agrees to defend, indemnify and hold harmless Ford and the other Ford Indemnified Parties from and against all Losses incurred by Ford and such other Ford Indemnified Parties as a result of any claim, demand, action, or proceeding against a Ford Indemnified Party asserted by a third party relating to or arising out of (a) the provision of Provided Services to a customer, including claims for any actual or alleged bodily injury (including death); damage to, or theft of, any tangible or real property (e.g., damage to or theft of a vehicle or property in a vehicle); contraband placed in a vehicle; or act or omission of Service Provider, its affiliates, or Provided Services delivery personnel or contractors (including, without limitation, any failure of Service Provider Delivery Personnel to lock a vehicle immediately following completion of the applicable delivery); (b) any agreement between Service Provider and an Service Provider customer; or (c) any breach of law by Service Provider or its Affiliates; except in the case of (a) - (c) to the extent that the claim, loss or liability is due to Ford's breach of this Agreement, intentional misconduct, or gross negligence.

9.3. **<u>By Ford</u>.** Ford hereby agrees to defend, indemnify and hold harmless Service Provider and the other Service Provider Indemnified Parties from and against all Losses incurred by Service Provider and such other Service Provider Indemnified Parties as a result of any claim, demand, action, or proceeding against an Service Provider Indemnified Party asserted by a third party relating to or arising out of any breach of law by Ford or its Affiliates; except to the extent that the claim, loss or liability is due to Service Provider's breach of this Agreement, intentional misconduct, or gross negligence.

9.4. **<u>Conditions</u>.** The Indemnified Party shall give prompt written notice to the Indemnifying Party of any claim, demand, action, or proceeding for which indemnity is sought. The Indemnifying Party shall lead the defense or settlement of any such claim, demand, or action, at the expense of the Indemnifying Party, if requested by the Indemnified Party in writing. If the Indemnified Party does not provide such written request, the Indemnified Party shall lead the defense or settlement of such claim, demand, or action, at the expense of the Indemnifying Party. Notwithstanding anything to the contrary, the failure of the Indemnified Party to give prompt notice or to timely mitigate shall not affect the Indemnified Party's rights to indemnification, except (and then only to the extent) that the Indemnifying Party's ability to provide indemnification is impeded or frustrated or Losses would have been avoided by prompt notice or mitigation. The Indemnifying Party shall obtain the written agreement of the Indemnified Party prior to entry into any non-monetary settlement or proposal of settlement, or admission of any fault on the part of the Indemnified Party, relating to any claim for which indemnification is due hereunder.

10. LIMITATION OF LIABILITY

EXCEPT FOR CLAIMS RELATING TO INDEMNIFICATION UNDER <u>SECTION 9</u>, BREACHES OF A PARTY'S OBLIGATIONS WITH RESPECT TO CONFIDENTIAL INFORMATION, BREACHES OF A PARTY'S OBLIGATIONS RELATING TO THE OTHER PARTY'S INTELLECTUAL PROPERTY, AND CLAIMS ARISING FROM FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY (OR ANY OF ITS AFFILIATES) BE LIABLE TO THE OTHER PARTY (OR ANY OF ITS AFFILIATES), WHETHER IN CONTRACT OR IN TORT, UNDER THIS

AGREEMENT FOR (A) INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING, LOSS OF REVENUE, ANTICIPATED PROFITS, DATA, CONTENT, OR BUSINESS, OR (B) AMOUNTS IN EXCESS OF $5,000,000.

11. TERM, SUSPENSION AND TERMINATION

11.1. **Term.** The Term of this Agreement shall commence on the Effective Date and, unless terminated earlier in accordance with this Agreement, shall continue until the third anniversary of the Effective Date ("**Term**").

11.2. **Suspension.** Either Party may suspend its performance under this Agreement immediately in regard to a particular customer or vehicle, or category of customers or vehicles (e.g. customers or vehicles located in a certain geographic area) if provision of Provided Services to those customers or vehicles violates or is reasonably likely to violate Applicable Law or court order, or be subject to regulation, or exposes or is reasonably likely to expose the Party's or its Affiliates' IT systems or application to risk (e.g. risk of intrusion/hacking/denial of services attacks). The Parties will discuss in good faith the cause of any such suspension and the extent to which such cause can be addressed by the Parties in a manner to remove the violation, regulation or exposure.

11.3. **Termination for Breach.** Either Party may terminate this Agreement if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice thereof.

11.4. **Termination for Bankruptcy**. Either Party may terminate this Agreement upon written notice if the other Party (a) terminates or suspends its business (and there is no successor); (b) becomes insolvent or subject to bankruptcy or insolvency proceedings or direct control by a trustee, receiver or similar authority; or (c) has wound up or liquidated, voluntarily or otherwise and there is no successor.

11.5. **Termination for Convenience.** Either Party may terminate this Agreement at any time for its convenience by providing the other Party with at least sixty (60) days' notice in advance of such termination. If Ford terminates under this Section 11.5 within the first year of operations than Ford shall reimburse Service Provider for documented expenses up to a maximum of $20,000 directly applicable to Supplier's IT development costs to connect to Ford's systems.

11.6. **Termination for Violation in Applicable Law.** Either Party may terminate this Agreement immediately upon written notice if (a) the provision of Provided Services violates or is reasonably likely to violate Applicable Law or court order, or (b) Provided Services becomes subject to regulation, in each case, in a majority of the US cities planned to be covered by Service Provider's Provided Services offering.

11.7. **Effect of Termination.** The exercise of any termination right hereunder shall not limit a Party's remedies as otherwise provided under this Agreement and/or at law. Except as set forth in this Section, upon termination or expiration of this Agreement for any reason, the licenses granted in this Agreement shall terminate. The provisions of Articles 1, 5, 7, 9, 10, 11.8, and 13 shall survive the expiration or earlier termination of this Agreement.

12. CONFIDENTIALITY

Each Party acknowledges that in performing under this Agreement, it may gain access to Confidential Information belonging to the other Party. Accordingly, when the Receiving Party receives Confidential Information from the Disclosing Party, the Receiving Party shall, and shall obligate its employees and agents to: (a) maintain the Confidential Information received from the Disclosing Party in accordance with the Section; and (b) not disclose the Confidential Information received from the Disclosing Party to a third party without the Disclosing Party's prior written approval. Each Party undertakes to ensure that its employees and agents are bound by confidentiality and nondisclosure obligations with respect to such Confidential Information that are no less strict than the confidentiality and nondisclosure obligations set forth in this Article 12. Each Party also shall have the right to disclose Confidential Information to its Affiliates in accordance with the foregoing sentence. Each Party shall take reasonable measures to protect the Confidential Information of the other Party, which measures shall not be less than the measures taken by such Party to protect its own confidential and proprietary information. All Confidential Information shall remain the sole property of the Disclosing Party. The obligations of the Receiving Party under this Article 12 shall continue during the Term and for a period of two (2) years after expiration or termination thereof; provided, however, that with respect to Customer Information (including Personal Data), the obligations of the Receiving Party under this Article 12 shall continue indefinitely. In the event of an actual or reasonably suspected data breach, unauthorized access, misappropriation, or other compromise of the security, confidentiality, or integrity of the Disclosing Party's Confidential Information, that Receiving Party shall (1) immediately take action to prevent any further breach, (2) immediately notify the Disclosing Party of such breach, (3) cooperate with the Disclosing Party to develop and implement corrective actions to resolve the data breach, (4) comply with any remedial requirements, including reporting requirements, of applicable data breach law, and (5) be responsible for all costs associated with remedial actions. With regard to Ford Personal Data, such notification shall be made to CIRT@ford.com. If no response is received within sixty minutes, call U.S. (313) 580-6328.

13. GENERAL

13.1. Public Announcements. Except as otherwise permitted in this Agreement (including in the licenses granted to Ford under Section 4.1 and Section 4.2) or as required by Applicable Law or a listing agreement with a national securities exchange (in which case the issuing party will consult with the other Party prior to making any a release or statement), neither Party shall use the other Party's or its Affiliates' names or logos, or otherwise issue any publicity releases or make any public statement(s) (including in the form of news releases, advertising or solicitation materials, or blog or social media postings) relating to this Agreement, without the prior written approval of the other Party, which approval shall not be unreasonably withheld, conditioned or delayed.

13.2. No Agency or Joint Venture. The Parties agree and acknowledge that the relationship of the Parties under this Agreement is that of independent contracting parties. This Agreement shall not be deemed to create a partnership or joint venture between the Parties, and neither Party nor its agents, partners, employees, or contractors is the other Party's agent, partner, employee, or representative.

13.3. Severability. Should any provision of this Agreement be held to be void, invalid, or unenforceable, such provision shall be enforced to the maximum extent permissible, and the remaining provisions of this Agreement shall remain in full force and effect.

13.4. No Waiver. The failure of either Party to partially or fully exercise any right or the waiver by either Party of any breach shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Agreement.

13.5. No Assignment; Affiliate Rights. Neither Party may assign this Agreement or any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that either Party may assign this Agreement (in whole or in part) to any of its Affiliates without the consent of the other Party. Any attempted assignment or other transfer in violation of the foregoing shall be void and of no force or effect. Either Party, at its option, may exercise any of its rights or remedies under this Agreement, or perform any of its duties or obligations hereunder, by itself or through any of such Party's Affiliates in conformity with the terms and conditions of this Agreement.

13.6. Binding Agreement. This Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the Parties hereto and their permitted successors and assigns.

13.7. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given (a) if delivered personally, when received, (b) if sent by recognized overnight courier service, on the business day following the date of deposit with such courier service, and (c) if sent by registered mail, postage prepaid, return receipt requested, on the third business day following the date of deposit in the United States mail. All such notices shall be addressed to a Party at the following address:

If to Ford:

Ford Smart Mobility, LLC
One American Road
Dearborn, Michigan 48126
Attention: Corporate Secretary
CC: Director, Digital Services

If to Service Provider:

RUB A DUB Holdings, LLC
1676 International Drive
McLean, VA 22031
Attention: Daniel Tisone, CEO

or to such other address as a Party shall notify the other in accordance with this Section 13.7.

13.8. Entire Agreement. This Agreement and the exhibits hereto, which are incorporated herein by this reference, set forth the entire agreement between the Parties regarding the subject matter hereof and supersede in their entirety all prior written or oral negotiations, understandings and agreements between the Parties concerning the subject matter hereof. Any amendment or modification of this Agreement must be in a writing signed by both Parties.

13.9. Governing Law. The interpretation, validity, and enforcement of this Agreement, and all legal actions brought under or in connection with the subject matter of this Agreement, shall be governed by the law of the State of Michigan (except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded).

13.10. Dispute Resolution.

13.10.1. Negotiation. In the event of a dispute between the Parties relating to this Agreement, the Party raising the matter in dispute will notify the other Party in a written notice describing in sufficient detail the nature of the dispute ("**Dispute Notice**"). The Parties will promptly meet and negotiate in good faith to reach a fair and equitable settlement. At the end of sixty (60) days, if no settlement has been reached, either Party may end discussions and declare an impasse.

13.10.2. Mediation. If an impasse is declared under Section 13.11.1, the Parties will participate in non-binding mediation by a third-party mediator in good faith. The Parties will promptly agree on the mediator and the cost of the mediator will be shared equally. The mediator shall have ninety (90) days from the date of appointment to help resolve the dispute.

13.10.3. Arbitration. The Parties may request the other to participate in binding arbitration following the declaration of an impasse under Section 13.11.1 or the conclusion of mediation under Section 13.11.2. The request will be made in a Dispute Notice provided within thirty (30) days following the end of the applicable resolution time period, and the other Party must respond within thirty (30) days after receipt of the Dispute Notice. Neither Party is required to participate in any arbitration proceeding under this Section 13.11.3.

13.10.4. Litigation. If the dispute has not been resolved within sixty (60) days after the end of the mediation period specified in Section 13.11.2, litigation may be initiated, unless the Parties agree to arbitration under Section 13.11.3. In any litigation, the Parties agree that the litigation will be filed only in accordance with Section 13.11.6.

13.10.5. Effect on Parties' Rights. The dispute resolution processes specified in this Section 13.11 are not preconditions to the exercise by any of the Parties of their respective rights or remedies under this Agreement or Applicable Law. The exercise by any Party of its rights will not, however, affect any Party's obligations to comply with the requirements of this Section 13.11.

13.10.6. Jurisdiction; Service of Process. Any Proceeding arising out of or relating to this Agreement shall be brought in the Circuit Court for the County of Oakland, Michigan (6th Circuit – Pontiac), or, if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Michigan, Southern Division in Detroit, and each of the Parties irrevocably submits to the exclusive jurisdiction of each such court in any such Proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of such Proceeding shall be heard and determined only in any such court, and agrees not to bring any Proceeding arising out of or relating to this Agreement in any other court.

13.11. **Audit.** Ford shall have the right at any reasonable time to send its authorized representatives to examine all books, records and other materials in the possession or under the control of Service Provider relating to any of Service Provider's payment obligations under this Agreement. Service Provider shall maintain all such books, records and other materials relating to this Agreement for a period of two years after the expiration or termination (whichever first occurs) of this Agreement.

13.12. **Other Definitional and Interpretative Provisions**. The words "hereof," "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Sections and Exhibits are to those in or to this Agreement, unless otherwise specified. All Exhibits hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit, but not otherwise defined therein, shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words "include," "includes" or "including" are used in this Agreement or any Exhibit, they shall be deemed to be followed by the words "without limitation," whether or not they are in fact followed by those words or words of like import. "Writing," "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References in this Agreement to any Person include the successors and permitted assigns of that Person.

13.13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement effective as of the Effective Date.

Ford Smart Mobility, LLC		**RUB A DUB Holdings, LLC**	
By:	Brett Wheatley	By:	Daniel Tisone
Name:	Brett Wheatley	Name:	Daniel Tisone
Title:	VP, Mobility Marketing & Growth	Title:	Founder
Date:	Oct-03-2018	Date:	Aug 9, 2018

Exhibit A

Ford Connected Vehicles

- Ford Connected Vehicles are those vehicles for which Ford has equipped a method of remote connectivity (i.e. modem) that is capable of providing the API Parameters to third parties and for which the modem has been activated by the customer and the customer has consented to Provided Services via a Ford designated consent process.

- For the avoidance of doubt, Ford has no obligation to cause modems to be (or remain) activated by customers or to promote activation.

API Parameters:

Ford shall make available to Service Provider under the terms of the Agreement APIs to enable the following functions:

1. Vehicle and Account authentication
2. Geolocation of the vehicle including latitude and longitude
3. Remote light blink command
4. Door lock and unlock command

Service Provider Systems

1. Service Provider's web application and back end database systems running on an Amazon EC2 Cloud

2. Service Provider's Mobile Applications for iOS / Android

Additional Reports:

Service Provider shall provide Ford with the following additional reports:

1. Service Provider will provide quarterly reporting to Ford which contains, at minimum, the following information in a manner mutually agreeable by the parties:
2. Customer demographic and usage data to enable Ford to match Customers with the associated Ford account
3. Customer transaction history
4. Service Providers KPIs for the Provided Service including metrics on how Service Provider has delivered services to customers using Ford Systems
5. Times of orders
6. Times of service
7. Other reports that are agreed between the parties from time to time

Ford Marks

A. Ford Marks: Ford blue oval and the FordPass "F" logo

B. Guidelines for Using the Ford Marks ("Ford Guidelines")

Guidelines for Using the Ford Marks ("Ford Guidelines")

Strict compliance with these Ford Guidelines is required at all times, and any use of an Ford Mark in violation of these Guidelines will automatically terminate any license related to Service Provider's use of the Ford Mark.

1. Service Provider may use the Ford Marks solely for the purpose and in a manner expressly authorized by Ford in writing and Service Provider's use must: (i) comply with the most up-to-date version of these Ford Guidelines; (ii) comply with Ford's Global Look + Style Guidelines (provided upon request); and (iii) comply with any other reasonable terms, conditions, or policies that Ford may issue from time to time that apply to the use of the Ford Marks and of which Ford provides Service Provider with written notice.

2. Ford will supply approved Ford Marks images for Service Provider to use. Service Provider may not alter the Ford Marks in any manner, including but not limited to, changing the proportion, color, or font of the Ford Marks, or adding or removing any element(s) to or from the Ford Marks. Prior to using Ford Marks, Service Provider shall provide all materials incorporating Ford Marks to Ford for its written approval.

3. Service Provider shall not at any time do any act or thing which will, in Ford's sole discretion, in any way impair the rights of Ford to the Ford Marks or the goodwill of the Ford Marks.

4. Service Provider acknowledges that all rights to the Ford Marks are the exclusive property of Ford, and all goodwill generated through Service Provider's use of the Ford Marks will inure solely to the benefit of Ford. Service Provider will not take any action that is in conflict with Ford's rights in, or ownership of, the Ford Marks.

5. Service Provider agrees that its right to use the Ford Marks shall exist only when and so long as the Agreement remains in effect and Service Provider shall promptly cease all use of the Ford Marks upon expiration or termination of the Agreement for any reason.

Ford reserves the right, exercisable at its sole discretion, to reasonably modify these Ford Guidelines and/or the list of Ford Marks in Appendix A at any time and to take appropriate action against any use without permission or any use that does not conform to these Ford Guidelines as provided in writing to Service Provider.

Service Provider Marks

A. Service Provider Marks: RUB A DUB yellow duck with three yellow circles and the RUB A DUB text logo, slogan "Car Care for Smart Cities" text, RUB A DUB mobile application icon (black square with yellow duck and three yellow circles)

B. Guidelines for Using the RUB A DUB Marks ("RUB A DUB Guidelines")

Guidelines for Using the RUB A DUB Marks ("RUB A DUB Guidelines")

Strict compliance with these RUB A DUB Guidelines is required at all times, and any use of an RUB A DUB Mark in violation of these Guidelines will automatically terminate any license related to Ford's use of the RUB A DUB Mark.

1. Ford may use the RUB A DUB Marks solely for the purpose and in a manner expressly authorized by RUB A DUB in writing

2. RUB A DUB will supply approved RUB A DUB Marks images for Ford to use. Ford may not alter the RUB A DUB Marks in any manner, including but not limited to, changing the proportion, color, or font of the RUB A DUB Marks, or adding or removing any element(s) to or from the RUB A DUB Marks. Prior to using RUB A DUB Marks, Service Provider shall provide all materials incorporating RUB A DUB Marks to Ford for its written approval.

3. Ford shall not at any time do any act or thing which will, in RUB A DUB's sole discretion, in any way impair the rights of RUB A DUB to the RUB A DUB Marks or the goodwill of the RUB A DUB Marks.

4. Ford acknowledges that all rights to the RUB A DUB Marks are the exclusive property of RUB A DUB, and all goodwill generated through Ford's use of the RUB A DUB Marks will inure solely to the benefit of RUB A DUB. Ford will not take any action that is in conflict with RUB A DUB's rights in, or ownership of, the RUB A DUB Marks.

5. Ford agrees that its right to use the RUB A DUB Marks shall exist only when and so long as the Agreement remains in effect and Ford shall promptly cease all use of the RUB A DUB Marks upon expiration or termination of the Agreement for any reason.

RUB A DUB reserves the right, exercisable at its sole discretion, to reasonably modify these RUB A DUB Guidelines and/or the list of RUB A DUB Marks in Appendix A at any time and to take appropriate action against any use without permission or any use that does not conform to these RUB A DUB Guidelines as provided in writing to Ford.

EXHIBIT B

FINANCIAL SHARING AND PAYMENT TERMS

1. **Payment Amounts.** Service Provider shall pay to Ford an amount of 10% if the total cost of service, rounded down to the nearest dollar for every individual service call ordered on Service Provider's network by an account where the End User has enabled Service Provider's access to Ford Vehicle Services.
Should Ford and Service Provider renew this agreement, Ford agrees to hold the Payment Amounts at the current amounts for two (2) one-year renewal periods.

2. **Process.**
   a. Processing of End User Payments; Payment of Processing Fees.
      i. Service Provider shall manage or facilitate payment processing for all End User transactions
      ii. Service Provider will pay all third-party charges or fees that it incurs for processing End-User payments.

   b. Monthly Payment.

   Within 7 Business Days from the end of a month, Provider will pay Ford the fees agreed in Exhibit B Section 1. Such payments will be made by EFT to a bank account specified by Ford (as applicable). A **"Business Day"** means a day that is not a Saturday, Sunday or other day on which commercial banks in Detroit, Michigan are authorized or required by law to close.

3. **Reporting**

   Provider will report and provide Ford with standard quarterly reports on the activity generated by customers who have either enrolled in the Provider service who will use the Ford Vehicle Services.

EXHIBIT C

SERVICE LEVELS

A. Service Levels: Ford

- API Parameter Response: The technical specifications would describe the API Parameter responses for various Provided Services situations. Ford would provide at least the same level of API Parameter response to Service Provider as Ford provides to Ford vehicle owners.
- Overall availability: Ford would provide at least the same level of Ford System availability to Service Provider as Ford provides to Ford vehicle owners.
- Transaction Load: Ford would provide at least the same level of Ford System transaction load capability to Service Provider as Ford provides to Ford vehicle owners.

B. Service Levels: Service Provider

- Service Provider would engage in appropriate API request behavior (e.g., avoid DoS attacks)
- Service Provider would support issue resolution by providing data.

EXHIBIT D

MARKETING AGREEMENTS

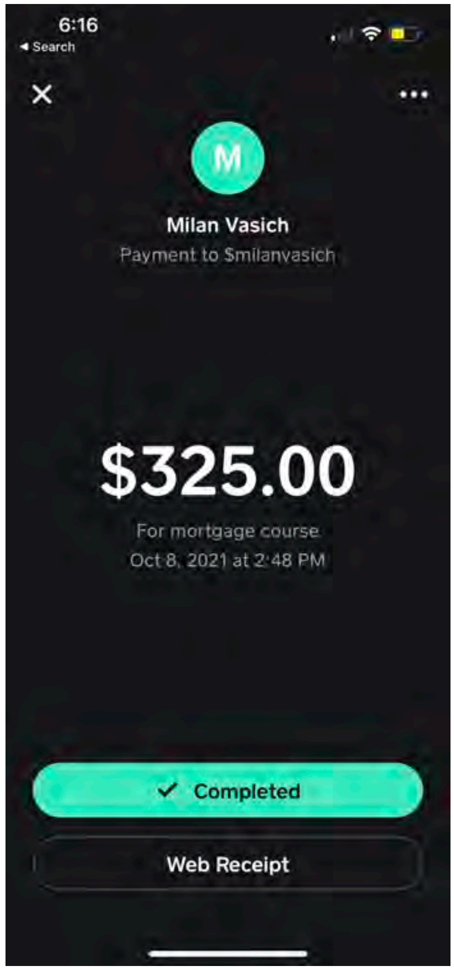
Service Provider will work with Ford specified mobile application teams to optimize and deliver a promotional strategy to all customers owning or leasing a connected vehicle.

During the Term, Ford will relay to Customers of Ford that have Ford Connected Vehicles and who have elected to receive applicable marketing messages from Ford reasonable Service Provider promotions and offers based on a mutually agreed marketing plan between Service Provider and Ford. These promotions and offers will be limited to users in geographies where Service Provider offers service.

Ford agrees to reasonably work with Service Provider in the first 60 days to develop a public relations strategy to announce the launch of the service. Any Service Provider independent statements must comply with Ford's Publicity Web-Guide and Advertising Web-Guide.

Attachment 29

Attachment 30


6:16
◂ Search
M
Milan Vasich
Payment to $milanvasich
$325.00
For mortgage course
Oct 8, 2021 at 2:48 PM
Completed
Web Receipt

Attachment 31

SKILLSOURCE GROUP
Northern Virginia Workforce System

8300 Boone Blvd, Suite 450 • Vienna, VA 22182
PH: 703-827-d FX: 703-827-3785 • www.vcwnorthern.com • TTY 711 VA Relay

May 2, 2022

Mr. Trenton Reichling
Assistant United States Attorney
United States Attorney's Office –
Middle District of Florida
2110 First Street, Suite 3-137
Fort Myers, FL 33901

Dear Mr. Reichling:

In response to Subpoena 2021R01601-070, I am providing documents associated with The ***SkillSource*** Group Inc. interaction with Daniel Joseph Tisone. The enclosed documents relate to Mr. Tisone's application to be an Approved Eligible Training Provider with our local workforce development board, in addition to multiple contracts for On-The-Job Training (OJT) with his company named Rub A Dub Eco Wash LLC and Rub A Dub LLC. Mr. Tisone had also applied for a COVID Pandemic Workforce Grant with our organization for his company TEC Ventures, LLC, for which no action was taken by us as our available grant funding was exhausted.

Our office and contractor have gathered these documents as quickly as possible as we were seeking to respond well before the May 4, 2022 Grand Jury session. Should additional documents be identified, we will follow up with you and the Federal Bureau of Investigation promptly.

I can be reached at (703) 795-0684 and email at david.hunn@vcwnorthern.com.

Sincerely,

David A. Hunn
President and CEO

Enclosure

Cc: Ms. Grace Bruno, U.S. Federal Bureau of Investigation
Ms. Megan Heister, U.S. Federal Bureau of Investigation

AO 110 (Rev. 06/09) Subpoena to Testify Before a Grand Jury

UNITED STATES DISTRICT COURT

for the

Middle District of Florida

SUBPOENA TO TESTIFY BEFORE A GRAND JURY

To: SkillSource Group, Attn: Custodian of Records
8300 Boone Blvd., Suite 450, Vienna, VA 22182

YOU ARE COMMANDED to appear in this United States district court at the time, date, and place shown below to testify before the court's grand jury. When you arrive, you must remain at the court until the judge or a court officer allows you to leave.

Place: United States District Court - Fort Myers 2110 First Street, Suite 3-137, Fort Myers, FL 33901	Date and Time: 5/4/2022 ~~04/06/2022~~ 10:00 am

You must also bring with you the following documents, electronically stored information, or objects *(blank if not applicable)*:
(SEE ATTACHMENT)

Please note the date and time are subject to change.

In lieu of personal appearance before the Grand Jury, documents may be returned to the agent identified on the attachment. An executed Declaration of Authentication of Business Records (form enclosed) must be returned with responsive records.

If you have any questions regarding this subpoena, please contact the agent identified on the attachment,

Date: March 18, 2022

CLERK OF COURT

UNITED STATES DISTRICT COURT MIDDLE DISTRICT OF FLORIDA

Elizabeth M. Warren

Elizabeth M. Warren
Signature of Clerk or Deputy Clerk

The name, address, e-mail, and telephone number of the United States attorney, or assistant United States attorney, who requests this subpoena, are:

Trenton Reichling
2110 First St., Ste. 3-137
Fort Myers, FL 33901

PROOF OF SERVICE

This subpoena for *(name of individual or organization)* SkillSource Group
was received by me on *(date)* ______________ .

☐ I served the subpoena by delivering a copy to the named person as follows: ______________

______________________________ on *(date)* ______________ ; or

☐ I returned the subpoena unexecuted because: ______________

______________________________ .

I declare under penalty of perjury that this information is true.

Date: ______________

____
Server's signature

____
Printed name and title

____
Server's address

Additional information regarding attempted service, etc:

GRAND JURY SUBPOENA FOR RECORDS ATTACHMENT
SkillSource

For the time period of **APRIL 1, 2015** through **PRESENT.**

Any and all documents, electronically stored information, and objects in your care, custody, possession, or control pertaining to the following individuals &/or entities:

NAME: DANIEL JOSEPH TISONE

DOB: 04/02/1987

SSN: 226-67-7974

EMAIL ADDRESSES: dtisone@me.com, daniel@rubadub.me, daniel@tecventuresllc.com

PHONE NUMBERS: 703-483-0550, 703-635-9362, 571-465-6133

LLCS: **RUB A DUB LLC, RUB A DUB ECO WASH, TEC VENTURES LLC**

Please provide any and all records and documents pertaining to lease agreements, use of retail or storage space, business proposals, financial, and communication records made to or signed by any of the named parties or entities including, but not limited to the following:

- Types of services used by the individual or entity, including the length and terms of service/use
- Documents, business records, bank statements and/or tax returns submitted as part of the applications, agreements, and/or contracts
- Financial documents (checks, bank statements, wires in, etc…) reflecting the means by which transactions were made
- Means and source of payment for any service used by the individual (including any credit card or bank account information) and billing records
- All means and methods of contacting the individual or entity, including alternate, secondary and recovery email addresses and telephone numbers
- All information regarding electronic devices and software used by the individual or company
- All correspondence, communication, and/or records between the individual &/or company and SkillSource Group.

In lieu of personal appearance before the Grand Jury, documents may be returned in electronic format via email or mail to **GRACE BRUNO** of the Federal Bureau of Investigation located at

12481 Gateway Blvd, Fort Myers, FL 33913, telephone number **703-718-1421**, email: **GMBRUNO@FBI.GOV.** When e-mailing the return, please also include FBI Forensic Accountant **Megan Heister**, email: **mkheister@fbi.gov**

2110 First Street, Suite 3-137
Fort Myers, Florida 33901
239/461-2200
239/461-2219 (Fax)

300 North Hogan Street, Suite 700
Jacksonville, Florida 32202
904/301-6300
904/301-6310 (Fax)

U.S. Department of Justice
United States Attorney
Middle District of Florida

35 SE 1st Avenue, Suite 300
Ocala, Florida 34471
352/547-3600
352/547-3623 (Fax)

400 West Washington Street, Suite 3100
Orlando, Florida 32801
407/648-7500
407/648-7643 (Fax)

Main Office
400 North Tampa Street, Suite 3200
Tampa, Florida 33602
813/274-6000
813/274-6358 (Fax)

Custodian of Records

Re: Certificate of Authentication of Business Records

Dear Sir/Madam:

We write to ask your assistance regarding records you are providing to the government pursuant to the attached subpoena request. Under the Federal Rules of Evidence, a business record of regularly conducted activity can be self-authenticated without the need for a foundation witness if accompanied by a written declaration of the records custodian or other qualified person that the record: (1) was made at or near the time of the occurrence of the matters set forth in the record by a person with knowledge of those matters or from information transmitted by a person with knowledge of those matters; (2) was kept in the course of the regularly conducted activity; and (3) was made by the regularly conducted activity as a regular practice.

Accordingly, in order that you or a representative from your company will not have to appear to authenticate the records produced, we ask that you complete a *Declaration of Authentication of Business Records* in substantially the same form as the document attached hereto. Pursuant to the Federal Rules of Evidence, we must provide the declaration to opposing counsel in advance of relying upon it. We, therefore, request that you provide the declaration contemporaneously with the record production.

Thank you for your cooperation. Please call us if you would like to discuss this matter.

Attachment

DECLARATION OF AUTHENTICATION OF BUSINESS RECORDS

I, David A. Hunn, am the custodian of records or am otherwise
(name)
qualified to authenticate the records of The SkillSource Group, Inc.
(company or business)
I have provided the following records to the United States pursuant to Subpoena No.
2021R01601-070.

List of records provided:
Email Correspondence on applying to be a WIOA Eligible Training Provider
WIOA On The Job Training Contract - January 24, 2017
WIOA On The Job Training Contract - March 7, 2017
WIOA On The Job Training Contract - March 7, 2017
WIOA On The Job Training Contract - April 22, 2019
Tec Ventures COVID Pandemic Business Support Application and Response April 2020

I certify that the above records are business records of regularly conducted activity and that I am a custodian or am otherwise qualified as to the authentication of these records. I also certify that the records: (1) were made at or near the time of the occurrence of the matters set forth in the records by a person with knowledge of those matters or from information transmitted by a person with knowledge of those matters; (2) were kept in the course of a regularly conducted activity; and (3) were made by the regularly conducted activity as a regular practice. I make these claims under penalty of perjury.

☐ **Please check if appropriate**

Additionally, such records were generated by ______________ electronic process or system that produces an accurate result, to wit:

The records were copied from electronic device(s), storage medium(s), or file(s) in the custody of ________________, in a manner to ensure that they are true duplicates of the original records; and

The process or system is regularly verified by ______________, and at all times pertinent to the records certified here the process and system functioned properly and normally.

The address and phone number where I can be reached are:

The SkillSource Group, Inc.
8300 Boone Blvd., Suite 450
Vienna, VA 22182
703-827-3782 (office)
703-795-0684 (cellular)

David A. Hunn
Printed Name

May 2, 2022
Date

Signature

SKILLSOURCE
Your One-Stop Job Center

OJT Cover Sheet

Northern Virginia Workforce Investment Area XI

Client Name (Last, First)	Galloway, Jerrod
SSN:	484-47-5807
Case Manager:	Kellan Graves

Program Served:

☐ WIA Adult	☒ VASAVOR
☐ BRAC	☐ PRC
☐ Youth	☒ Others – OJT

Program to be Charged/Index Code:

Location/Center:	RubADub Eco Wash, LLC. 9445 Fairfax Blvd Apt. 203 Fairfax Va.
Contract Approval Date:	January 23, 2017
Contract Length (in weeks):	13 weeks or 520 hours
Contract Beginning Date:	January 24, 2017
Contract Ending Date:	April 17, 2017
	Regular OJT
Job Title:	Car Detailer
Weekly Hours:	40 hours a week
Hourly Wage:	$12.85
Max OJT Wage Subsidized Rate:	$ Regular OJT wage (520hours) - $3,338.40
Total OJT Amount:	$3,338.40
Employer Name:	RubADub Eco Wash, LLC

Employer Industry *(please check one)*

☐ Accounting/ Finance	☒ Hospitality/Services
☐ Clerical/Administrative	☐ Retail
☐ Construction/Trade	☐ Technology
☐ Education	☐ Others
☐ Healthcare	

The SkillSource Group, Inc.

Agreement with Employers for On-The-Job Training Engagements

THIS Agreement entered this 24th day of January, 2017, by and between the **The *SkillSource* Group, Inc.**, (hereinafter called **"SSG"**) on behalf of the Northern Virginia Workforce Investment Board (hereinafter called NVWIB) AND RubADub Eco Wash LLC. (hereinafter called **"Employer"**) on behalf of Rodney McKnight **(OJT Trainee)**.

THE PARTIES TO THIS CONTRACT ARE MUTUALLY AGREED THAT:

1. RubADub Eco Wash LLC. **(Employer)** will provide job training to a paid participant in the On-The-Job Training Program. The participant will earn these wages by being engaged in productive work in a job that provides knowledge and skills essential for adequate performance of the job. The Fairfax County Government DFS (SSG contracted program operator) will subsidize the participant's wages by reimbursing the RubADub Eco Wash LLC. **(Employer)** up to 50% of the wages. When participants are identified by the **NVWIB**, they will discuss the training options and employment openings the RubADub Eco Wash LLC. **(OJT Employer)** has, and match participants with these opportunities. The training responsibilities and requirements, the job placement, the hourly wage rate and benefits will then be mutually agreed upon by both parties.

2. **PERIOD OF CONTRACT**: The period of this contract shall be from date of signature, and expire at the completion of the agreed upon training plan or total maximum training hours not to exceed 520 hours.

3. **AVAILABILITY OF FUNDS**: It should be noted that contracts are dependent on Federal funding appropriations for the On-The-Job Training program.

4. **MONITORING: SSG and NVWIB** have the right to monitor the performance of both RubADub Eco Wash LLC. **(Employer)** and the OJT Trainee to ensure that the policies for the On the Job Training Program are followed.

5. **COMPENSATION:** Fairfax County Government DFS (SSG contracted program operator) agrees to reimburse RubADub Eco Wash LLC. **(Employer)** up to 50% of the wage rate under this contract. Fairfax County Government DFS (SSG contracted program operator) agrees to pay monthly as RubADub Eco Wash LLC. **(Employer)** bills for reimbursement of costs. As the participant is not an SSG or NVWIB employee, the parties agree that no deductions for withholding taxes, workman's compensation, insurance, or other fringe benefits will be made and will be the sole responsibility of the RubADub Eco Wash LLC. **(Employer)**.

6. **REPORTS AND PAYMENT**: The Fairfax County Government DFS (SSG contracted program operator) will reimburse RubADub Eco Wash LLC. **(Employer)** monthly for the previous month's wages, upon receipt of a properly completed timesheet, progress report and invoice from the RubADub Eco Wash LLC. **(Employer)** specifying the actual number of hours the OJT Trainee worked the previous month and their progress towards completion of the OJT Plan. RubADub Eco Wash LLC. **(Employer)** shall complete and submit the On-The-Job Training

RubADub Eco Wash LLC. **(Employer)** shall also submit a report that lists all OJT Trainee in the program and the tasks they completed in the prior month. Payment will be made by check from Fairfax County Government DFS (SSG contracted program operator) directly to RubADub Eco Wash LLC. **(Employer)**.

Invoices should be mailed to the designated WIA Case Representative contact at each respective Northern Virginia SkillSource Center from which this Agreement originated.

7. **TERMINATION OF CONTRACT**: This **CONTRACT** may be terminated by either party, with or without cause at any time prior to the expiration date specified in paragraph 2 of this **CONTRACT**, by giving 30 days notice in writing to the other parties.

8. **INDEMNITY**: RubADub Eco Wash LLC. **(Employer)** shall indemnify, keep and save harmless the SSG and the **NVWIB**, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the SSG and the **NVWIB** in consequence of the granting of a contract or which may otherwise result there from, if it shall be determined that the act was caused through negligence or error, or omission of the RubADub Eco Wash LLC. **(Employer)** or his or her employees, or that of the subcontractor or his or her employees, if any; and the RubADub Eco Wash LLC. **(Employer)** shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the SSG or the **NVWIB** in any such action, the RubADub Eco Wash LLC. **(Employer)** shall, at his or her own expense, satisfy and discharge the same. RubADub Eco Wash LLC. **(Employer)** expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the RubADub Eco Wash LLC. **(Employer)**, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the SSG and the **NVWIB** as herein provided.

9. This contract and all terms and conditions herein set forth are subject to the law of Virginia and other local laws, policies, resolutions, and regulations, as applicable.

REVIEWED BY:

I have discussed the requirements and employer responsibilities as outlined in this **CONTRACT** and attached training plan.

SkillSource Center Case Representative — 1/23/2017 Date

ACCEPTED BY:

DocuSigned by:
Daniel Tisone Owner — 1/19/2017
9CA735591DE641B...
Employer Representative Name and Title — Date

David A. Hunn, President/CEO — 1-23-2017 Date
The SkillSource Group, Inc.

SKILLSOURCE
Your One-Stop Job Center

OJT Cover Sheet

Northern Virginia Workforce Investment Area XI

Client Name (Last, First): McKnight, Rodney

SSN: 250-55-0907

Case Manager: Kellan Graves

Program Served:

☐ WIA Adult	☒ VASAVOR
☐ BRAC	☐ PRC
☐ Youth	☒ Others – OJT

Program to be Charged/Index Code:

Location/Center: RubADub Eco Wash, LLC.
9445 Fairfax Blvd Apt. 203
Fairfax Va.

Contract Approval Date: March 1, 2017

Contract Length (in weeks): 13 weeks or 520 hours

Contract Beginning Date: March 7, 2017

Contract Ending Date: June 6, 2017

Regular OJT

Job Title: Car Detailer

Weekly Hours: 40 hours a week

Hourly Wage: $12.85

Max OJT Wage Subsidized Rate: $ Regular OJT wage (520hours) - $3,338.40

Total OJT Amount: $3,338.40

Employer Name: RubADub Eco Wash, LLC

Employer Industry *(please check one)*

☐ Accounting/ Finance	☒ Hospitality/Services
☐ Clerical/Administrative	☐ Retail
☐ Construction/Trade	☐ Technology
☐ Education	☐ Others
☐ Healthcare	

SKILLSOURCE GROUP
Northern Virginia Workforce System

The SkillSource Group, Inc.

Agreement with Employers for On-The-Job Training Engagements

THIS Agreement entered this 22nd day of February, 2017, by and between the **The *SkillSource* Group, Inc.**, (hereinafter called **"SSG"**) on behalf of the Northern Virginia Workforce Investment Board (hereinafter called NVWIB) AND RubADub Eco Wash LLC. (Hereinafter called **"Employer"**) on behalf of Rodney McKnight (**OJT Trainee**).

THE PARTIES TO THIS CONTRACT ARE MUTUALLY AGREED THAT:

1. RubADub Eco Wash LLC. (**Employer**) will provide job training to a paid participant in the On-The-Job Training Program. The participant will earn these wages by being engaged in productive work in a job that provides knowledge and skills essential for adequate performance of the job. The Fairfax County Government DFS (SSG contracted program operator) will subsidize the participant's wages by reimbursing the RubADub Eco Wash LLC. (**Employer**) up to 50% of the wages. When participants are identified by the **NVWIB**, they will discuss the training options and employment openings the RubADub Eco Wash LLC. (**OJT Employer**) has, and match participants with these opportunities. The training responsibilities and requirements, the job placement, the hourly wage rate and benefits will then be mutually agreed upon by both parties.

2. **PERIOD OF CONTRACT**: The period of this contract shall be from date of signature, and expire at the completion of the agreed upon training plan or total maximum training hours not to exceed 520 hours.

3. **AVAILABILITY OF FUNDS**: It should be noted that contracts are dependent on Federal funding appropriations for the On-The-Job Training program.

4. **MONITORING: SSG and NVWIB** have the right to monitor the performance of both RubADub Eco Wash LLC. (**Employer**) and the OJT Trainee to ensure that the policies for the On the Job Training Program are followed.

5. **COMPENSATION:** Fairfax County Government DFS (SSG contracted program operator) agrees to reimburse RubADub Eco Wash LLC. (**Employer**) up to 50% of the wage rate under this contract. Fairfax County Government DFS (SSG contracted program operator) agrees to pay monthly as RubADub Eco Wash LLC. (**Employer**) bills for reimbursement of costs. As the participant is not an SSG or NVWIB employee, the parties agree that no deductions for withholding taxes, workman's compensation, insurance, or other fringe benefits will be made and will be the sole responsibility of the RubADub Eco Wash LLC. (**Employer**).

6. **REPORTS AND PAYMENT**: The Fairfax County Government DFS (SSG contracted program operator) will reimburse RubADub Eco Wash LLC. (**Employer**) monthly for the previous month's wages, upon receipt of a properly completed timesheet, progress report and invoice from the RubADub Eco Wash LLC. (**Employer**) specifying the actual number of hours the OJT Trainee worked the previous month and their progress towards completion of the OJT Plan. RubADub Eco Wash LLC. (**Employer**) shall complete and submit the On-The-Job Training

DS
DT

Competency Achievement form and copy of recognized credentials to certify attainment of credential by the OJT Trainee at the completion of the training period as specified in Paragraph 2 of this **CONTRACT**.

RubADub Eco Wash LLC. **(Employer)** shall also submit a report that lists all OJT Trainee in the program and the tasks they completed in the prior month. Payment will be made by check from Fairfax County Government DFS (SSG contracted program operator) directly to RubADub Eco Wash LLC. **(Employer)**.

Invoices should be mailed to the designated WIA Case Representative contact at each respective Northern Virginia SkillSource Center from which this Agreement originated.

7. **TERMINATION OF CONTRACT**: This **CONTRACT** may be terminated by either party, with or without cause at any time prior to the expiration date specified in paragraph 2 of this **CONTRACT**, by giving 30 days notice in writing to the other parties.

8. **INDEMNITY**: RubADub Eco Wash LLC. **(Employer)** shall indemnify, keep and save harmless the SSG and the **NVWIB**, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the SSG and the **NVWIB** in consequence of the granting of a contract or which may otherwise result there from, if it shall be determined that the act was caused through negligence or error, or omission of the RubADub Eco Wash LLC. **(Employer)** or his or her employees, or that of the subcontractor or his or her employees, if any; and the RubADub Eco Wash LLC. **(Employer)** shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the SSG or the **NVWIB** in any such action, the RubADub Eco Wash LLC. **(Employer)** shall, at his or her own expense, satisfy and discharge the same. RubADub Eco Wash LLC. **(Employer)** expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the RubADub Eco Wash LLC. **(Employer)**, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the SSG and the **NVWIB** as herein provided.

9. This contract and all terms and conditions herein set forth are subject to the law of Virginia and other local laws, policies, resolutions, and regulations, as applicable.

REVIEWED BY:

I have discussed the requirements and employer responsibilities as outlined in this **CONTRACT** and attached training plan.

SkillSource Center Case Representative — Date: 3/1/2017

ACCEPTED BY:

DocuSigned by:
Daniel Tisone — Owner
4506093B479146E...

Employer Representative Name and Title — Date: 2/23/2017

David A. Hunn, President/CEO
The SkillSource Group, Inc. — Date: 3-7-2017

SKILLSOURCE
Your One-Stop Job Center

OJT Cover Sheet

Northern Virginia Workforce Investment Area XI

Client Name (Last, First)	McKay, Aubrey
SSN:	228-15-9560
Case Manager:	Kellan Graves
Program Served:	

☐ WIA Adult	☒ VASAVOR
☐ BRAC	☐ PRC
☐ Youth	☒ Others – OJT

Program to be Charged/Index Code:

Location/Center:	RubADub Eco Wash, LLC.
	9445 Fairfax Blvd Apt. 203
	Fairfax Va.
Contract Approval Date:	March 1, 2017
Contract Length (in weeks):	13 weeks or 520 hours
Contract Beginning Date:	March 7, 2017
Contract Ending Date:	June 6, 2017
	Regular OJT
Job Title:	Car Detailer
Weekly Hours:	40 hours a week
Hourly Wage:	$12.85
Max OJT Wage Subsidized Rate:	$ Regular OJT wage (520hours) - $3,338.40
Total OJT Amount:	$3,338.40
Employer Name:	RubADub Eco Wash, LLC

Employer Industry *(please check one)*

☐ Accounting/ Finance	☒ Hospitality/Services
☐ Clerical/Administrative	☐ Retail
☐ Construction/Trade	☐ Technology
☐ Education	☐ Others
☐ Healthcare	

SKILLSOURCE GROUP
Northern Virginia Workforce System

The SkillSource Group, Inc.

Agreement with Employers for On-The-Job Training Engagements

THIS Agreement entered this 22nd day of February, 2017, by and between the **The *SkillSource* Group, Inc.**, (hereinafter called **"SSG"**) on behalf of the Northern Virginia Workforce Investment Board (hereinafter called NVWIB) AND RubADub Eco Wash LLC. (Hereinafter called **"Employer"**) on behalf of Aubrey McKay **(OJT Trainee)**.

THE PARTIES TO THIS CONTRACT ARE MUTUALLY AGREED THAT:

1. RubADub Eco Wash LLC. **(Employer)** will provide job training to a paid participant in the On-The-Job Training Program. The participant will earn these wages by being engaged in productive work in a job that provides knowledge and skills essential for adequate performance of the job. The Fairfax County Government DFS (SSG contracted program operator) will subsidize the participant's wages by reimbursing the RubADub Eco Wash LLC. **(Employer)** up to 50% of the wages. When participants are identified by the **NVWIB**, they will discuss the training options and employment openings the RubADub Eco Wash LLC. **(OJT Employer)** has, and match participants with these opportunities. The training responsibilities and requirements, the job placement, the hourly wage rate and benefits will then be mutually agreed upon by both parties.

2. **PERIOD OF CONTRACT**: The period of this contract shall be from date of signature, and expire at the completion of the agreed upon training plan or total maximum training hours not to exceed 520 hours.

3. **AVAILABILITY OF FUNDS**: It should be noted that contracts are dependent on Federal funding appropriations for the On-The-Job Training program.

4. **MONITORING: SSG and NVWIB** have the right to monitor the performance of both RubADub Eco Wash LLC. **(Employer)** and the OJT Trainee to ensure that the policies for the On the Job Training Program are followed.

5. **COMPENSATION:** Fairfax County Government DFS (SSG contracted program operator) agrees to reimburse RubADub Eco Wash LLC. **(Employer)** up to 50% of the wage rate under this contract. Fairfax County Government DFS (SSG contracted program operator) agrees to pay monthly as RubADub Eco Wash LLC. **(Employer)** bills for reimbursement of costs. As the participant is not an SSG or NVWIB employee, the parties agree that no deductions for withholding taxes, workman's compensation, insurance, or other fringe benefits will be made and will be the sole responsibility of the RubADub Eco Wash LLC. **(Employer)**.

6. **REPORTS AND PAYMENT**: The Fairfax County Government DFS (SSG contracted program operator) will reimburse RubADub Eco Wash LLC. **(Employer)** monthly for the previous month's wages, upon receipt of a properly completed timesheet, progress report and invoice from the RubADub Eco Wash LLC. **(Employer)** specifying the actual number of hours the OJT Trainee worked the previous month and their progress towards completion of the OJT Plan. RubADub Eco Wash LLC. **(Employer)** shall complete and submit the On-The-Job Training

DS
DT

Competency Achievement form and copy of recognized credentials to certify attainment of credential by the OJT Trainee at the completion of the training period as specified in Paragraph 2 of this **CONTRACT**.

RubADub Eco Wash LLC. (**Employer**) shall also submit a report that lists all OJT Trainee in the program and the tasks they completed in the prior month. Payment will be made by check from Fairfax County Government DFS (SSG contracted program operator) directly to RubADub Eco Wash LLC. (**Employer**).

Invoices should be mailed to the designated WIA Case Representative contact at each respective Northern Virginia SkillSource Center from which this Agreement originated.

7. **TERMINATION OF CONTRACT**: This **CONTRACT** may be terminated by either party, with or without cause at any time prior to the expiration date specified in paragraph 2 of this **CONTRACT**, by giving 30 days notice in writing to the other parties.

8. **INDEMNITY**: RubADub Eco Wash LLC. (**Employer**) shall indemnify, keep and save harmless the SSG and the **NVWIB**, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the SSG and the **NVWIB** in consequence of the granting of a contract or which may otherwise result there from, if it shall be determined that the act was caused through negligence or error, or omission of the RubADub Eco Wash LLC. **(Employer)** or his or her employees, or that of the subcontractor or his or her employees, if any; and the RubADub Eco Wash LLC. (**Employer**) shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the SSG or the **NVWIB** in any such action, the RubADub Eco Wash LLC. (**Employer**) shall, at his or her own expense, satisfy and discharge the same. RubADub Eco Wash LLC. (**Employer**) expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the RubADub Eco Wash LLC. (**Employer**), shall in no way limit the responsibility to indemnify, keep and save harmless and defend the SSG and the **NVWIB** as herein provided.

9. This contract and all terms and conditions herein set forth are subject to the law of Virginia and other local laws, policies, resolutions, and regulations, as applicable.

REVIEWED BY:

I have discussed the requirements and employer responsibilities as outlined in this **CONTRACT** and attached ~~training plan~~.

SkillSource ~~Center~~ Case Representative — Date: 3/1/2017

ACCEPTED BY:

DocuSigned by: Daniel Tisone — Owner — 2/23/2017
4506093B479146E...

Employer Representative Name and Title — Date

David A. Hunn, President/CEO — Date: 3-7-2017
The SkillSource Group, Inc.

SKILLSOURCE
Your One-Stop Job Center

OJT Cover Sheet

Northern Virginia Workforce Investment Area XI

Client Name (Last, First): Alfaro, Nathaly

State ID #: 2298137

Case Manager: Milagros Luna Victoria

Program Served:

☒ WIOA Adult	☐ WIA Dislocated Worker
☐ BRAC	☐ PRC
☐Youth	☐ Others

Program to be Charged/Index Code:

Location/Center: Annandale

Contract Approval Date: April 19, 2019

Contract Length (in weeks): 11 weeks

Contract Beginning Date: April 22, 2019

Contract Ending Date: July 05, 2019

Job Title: Logistics Operations Associate

Weekly Hours: 40 hours

Hourly Wage: $22 per hour

Maximum Hourly OJT Wage Subsidized Rate: $11

Total OJT Amount: $4, 840

Employer Name: RUB A DUB

Industry *(please check one)*

☐ Accounting/ Finance (AF)	☐ Hospitality/Services (HS)
☒ Clerical/Administrative (CA)	☐ Literacy Activities (LA)
☐ Construction/Trade (CT)	☐ Technology (Tech)
☐ Education (Ed)	☐ Transportation (Tr)
☐ Healthcare (He)	☐ Management Business (MB)

The SkillSource Group, Inc. (SSG) on behalf of the

Northern Virginia Workforce Development Board (NVWDB)

On-the-Job Training (OJT) Contract with Training Plan

Section 1: Contact Information

Complete the contact information for the Virginia Local Workforce Area and RUB A DUB

LOCAL WORKFORCE AREA : 11	CONTACT PERSON: Attia Mahmood	TELEPHONE #: 703-324-77319
LOCAL WORKFORCE AREA ADDRESS: 8300 Boone Boulevard Suite 450, Vienna VA 22182	EMAIL: Attia.mahmood@fairfaxcounty.gov	FAX #:
NAME: RUB A DUB	F.E.I.N. # 30-0999672	U.B.I. #:
ADDRESS: 9445 Fairfax Blvd #203 Fairfax, VA 22031	CONTACT PERSON: Daniel Joseph	EMAIL: daniel@rubadub.com
	TELEPHONE #: 703 -635-9362	FAX #:

Section 2.

*Complete the contact information for **Nathaly Alfaro** and reimbursement rates.*

NAME: ***Nathaly Alfaro***	SOCIAL SECURITY #:227-77-3733	TELEPHONE #: 571-481-0028	
BEGINNING DATE: 04/22/2019	END DATE: 07/05/2019	TOTAL TRAINING HOURS: 440	
JOB TITLE: Logistics Operations Associate	O*NET SOC #: 11-3071.03	O*NET JOB ZONE: Job Zone Four: Considerable Preparation Needed	
HOURLY WAGE RATE: $22 per hour	REIMBURSEMENT RATE: $11.00	MAXIMUM REIMBURSEMENT: $4,840 or $11 per hour 440 total OJT hours or 11 weeks	
LABOR MARKET OUTLOOK: 49.5% LESS THAN AVERAGE			
SKILLS TO BE LEARNED:	**ESTIMATED TRAINING HOURS:**	**START DATE**	**COMPLETION DATE**
1. Monitor day-to-day fulfillment operations across multiple cities simultaneously, ensuring high levels of efficiency, quality, and execution.	440 OVER 11 WEEKS	04/22/2019	07/05/2019
2. Support local & regional	440 OVER 11 WEEKS	04/22/2019	07/05/2019

teams with value-added analysis and insight.			
3. Play a critical role in launch/expansion efforts through effective construct planning & analysis	440 OVER 11 WEEKS	04/22/2019	07/05/2019
4. Analyze weekly demand forecasts and align vendor supply levels accordingly.	440 OVER 11 WEEKS	04/22/2019	07/05/2019
5. Serve as the "air traffic controller" of operations by identifying and navigating multiple logistical challenges throughout the week.	440 OVER 11 WEEKS	04/22/2019	07/05/2019
6. Actively communicate with shoppers to troubleshoot live issues impacting the supply chain.	440 OVER 11 WEEKS	04/22/2019	07/05/2019
7. Provide critical feedback to and work directly with engineering teams to continuously improve system performance & execution.	440 OVER 11 WEEKS	04/22/2019	07/05/2019
8. Act as liaison between regional and central teams to ensure alignment on key initiatives and strategy.	440 OVER 11 WEEKS	04/22/2019	07/05/2019
9. Identify and research city-level events that may impede operations and devise effective countermeasures to mitigate.	440 OVER 11 WEEKS	04/22/2019	07/05/2019
10. Learn Ops Mgmt System	440 OVER 11 WEEKS	04/22/2019	07/05/2019
11. Learn LMS system	440 OVER 11 WEEKS	04/22/2019	07/05/2019

Section 3: OJT Agreement

This On-the-Job Training (OJT) Agreement is between **RUB A DUB** and **The *SkillSource* Group Inc.,** herein after called the OJT Provider and **RUB A DUB** herein after called Employer. Both parties agree to the terms and conditions set forth within this contract. The contract term commences on **April 22, 2019** terminates on **July 5, 2019**

Section 4: General Terms and Conditions

CONTRACT PURPOSE

The purpose of this contract is to establish the general terms and conditions under which the Workforce Innovation and Opportunity Act (WIOA) Area 11 may refer individual WIOA participants ("The Trainee") to the employer to enable the WIOA participants to take part in an OJT as that term is defined under the Workforce Innovation and Opportunity Act.

OJT DEFINITION

In accordance with the WIOA section (101) (31), the term "on-the-job training" means training by an employer that is provided to a paid trainee while engaged in productive work. This training will:

a) Provide knowledge or skills essential to the full and adequate performance of the job;
b) Qualify for reimbursement **RUB A DUB** of up to 50% (Note: *Rate may change per state, per size of employer and per OJT funding source) of the wage rate of the trainee, for the extraordinary costs of providing the training and additional supervision related to the training; and
c) Limit the OJT contract period of time for a trainee to become proficient in the occupation for which the training is being provided. In determining the length of the training, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the trainee, the prior work experience of the OJT, and the individual employment plan, as appropriate.

TRAINING

1. **RUB A DUB** agrees to employ the Trainee and develop a training plan for the OJT Trainee that includes competencies needed to be satisfactorily skilled in the OJT position.

FISCAL

2. Fairfax County Government DFS (SSG contracted Program Manager) OJT Provider shall reimburse **RUB A DUB** on a monthly basis in an amount not to exceed total reimbursement for extraordinary costs of training to be provided by the **RUB A DUB** to Trainee.
3. **RUB A DUB** agrees to maintain adequate time and attendance, payroll, and other records to support amounts reimbursed under the OJT contract.
4. **RUB A DUB** agrees that records which are directly related to the OJT contract are subject to review, monitoring, and audit by the OJT Provider, the State and/or the federal government, at any time and without prior notice to **RUB A DUB**
5. **RUB A DUB** shall provide adequate insurance coverage to protect against legal liability arising out of OJT activity.
6. **RUB A DUB** shall preserve all OJT Employee payroll records, fringe benefits and personnel records.

EMLOYER ASSURANCES

7. **RUB A DUB** shall provide worker's compensation coverage for the OJT.
8. If the OJT is provided to one of the **RUB A DUB** current employees, the **RUB A DUB** verifies that the OJT will relate to the introduction of new technologies, introduction to new production or service procedures, or is an upgrade to a new job that requires additional skills, and that the OJT position will provide the OJT Trainee with additional wages, hours or benefits
9. **RUB A DUB** certifies that the company is financially solvent on the date of this contract, and the **RUB A DUB** best projection is that they will remain financially able to meet contract obligations at the end of the training period, including OJT Trainee's retention
10. **RUB A DUB** agrees that wage and labor standards will be adhered to and to pay the OJT Trainee at the same rates, including increases, and benefits as trainees or employees who are situated in similar jobs. Such rates shall be in accordance with applicable law, but in on event less than the higher rated specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 or the applicable state or local minimum way law. WIOA sect. 181(a)(1)(A)
11. Conditions of employment and training will be in full accordance with all applicable federal, state, and local laws and ordinances (including but not limited to anti-discrimination, labor and employment laws, environmental laws or health and safety laws). 29 CFR 37.38(b)
12. **RUB A DUB** certifies that the OJT will not impair existing agreements for services or collective bargaining agreements and that either it has the concurrence of the appropriate labor organization as to the design and conduct of an OJT, or it has no collective bargaining agreement with a labor organization that covers the OJT position.
13. **RUB A DUB** assures that they have not been debarred or suspended in regard to federal funding. 29 CFR Part 98
14. **RUB A DUB** further assures that OJT funds will not be used to assist, promote or deter union organizing. 20 CFR 663.730
15. **RUB A DUB** certifies that no member of the OJT Trainee's immediate family is engaged in an administrative capacity for **RUB A DUB** or will directly supervise the OJT Trainee. For the purpose of this contract, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters or person bearing the same relationship to the OJT, spouse. 20 CFR 667.200(g)
16. **RUB A DUB** assures that the OJT Trainee will not be employed to carry out the construction, operation or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship. 29 CFR 37.6(F)
17. **RUB A DUB** assures that the OJT Trainee has not been hired into or will remain working in any position when any other person is on layoff from the same or a substantially equivalent job within the same organizational unit or has been bumped and has recall rights to that position, nor if the OJT is created in a promotional line that infringes on opportunities of current employees. 20 CFR 667.270

ADDITIONAL TERMS

18. **RUB A DUB** must provide comprehensive general liability insurance protection to the Trainee.
19. OJT contract is subject to modification or termination due to actions taken by the Federal, State, or Local governments that result in a frustration of contract purpose. Such actions include but are not limited to withdrawal of WIOA funding by the United States Congress, or the failure by the United States Congress to reauthorize WIOA program activities.

Section 5: Authorized Signatures

I hereby agree to all the terms and conditions in this OJT Agreement.

DATE: April 19, 2019

SIGNATURE:

TYPE/PRINT NAME: Daniel Tisone

TITLE: CEO

DATE: 4-19-2019

AUTHORIZED LOCAL WORKFORCE AREA SIGNATURE:

TYPE/PRINT NAME: David Hunn

TITLE: President, The *SkillSource* Group, Inc.

Section 6: Concurrence of the Collective Bargaining Agent

Complete this information in regard to if the employment and training is subject to a collective bargaining agreement.

20. Is the occupation in which the OJT is being offered subject to a collective bargaining agreement? ☐ YES ☒ NO
21. Please indicate the name, title, and union affiliation of the appropriate bargaining representative.

BARGAINING REPRESENTATIVE'S NAME:

SIGNATURE:

BARGAINING REPRESENTATIVE'S TITLE:

UNION AFFILIATION:

RE: Approval to Proceed with RUB A DUB OJT Contract

attia.mahmood@fairfaxcounty.gov

To: David Hunn <david.hunn@vcwnorthern.com>

Cc: Seema Jain <seema.jain@vcwnorthern.com>

Great, thank you!

From: David Hunn <david.hunn@vcwnorthern.com>
Sent: Wednesday, April 17, 2019 1:32 PM
To: Mahmood, Attia <Attia.Mahmood@fairfaxcounty.gov>
Cc: Seema Jain <seema.jain@vcwnorthern.com>
Subject: Approval to Proceed with RUB A DUB OJT Contract

Attia, yes, please move ahead with Rub A Dub, as an OJT provider. I met with Daniel months ago and Rub A Dub has won a number of new contracts with apartment buildings in the area, and will need to hire up to 175 technicians.

I look forward to reviewing new OJT contracts.

David Hunn
Virginia Career Works – Northern
Executive Director
8300 Boone Boulevard, Ste. 450
Vienna, VA 22182
T: 703-827-3782
F: 703-827-3785
C: 703-795-0684
David.Hunn@vcwnorthern.com
www.vcwnorthern.com
VCW Northern AJC Tagline Logo 2

From: Mahmood, Attia <Attia.Mahmood@fairfaxcounty.gov>
Sent: Wednesday, April 17, 2019 12:47 PM
To: David Hunn
Subject: Pre-award approval-RUB A DUB

Hi David,

We would like to move forward with an OJT contract with RUB A DUB, at your approval. Please see attached file for the Pre-award checklist and below for more information on the company/position.

Company: Rub a Dub
Position: Logistics Operations Associate
Pay: $22 per hour (50% reimbursement) at $11 p/hr.
Duration: 11 weeks or 440 hours
Total OJT funds: $4, 840

Thanks!
Attia

Attia Mahmood
Business Services Supervisor
Employment & Training
12011 Government Center Pkwy.
Fairfax, Virginia 22035
Direct Office: 703-324-7731 Cell: 1-571-585-6270

VIRGINIA CAREER WORKS

Northern Virginia Workforce Investment Area
On-The-Job Training Program
Employer Monthly Invoice

This form must be completed by the OJT Employer and mailed directly to the WIOA Case Representative monthly during the OJT contract period.

EMPLOYER NAME: RUB A DUB

EMPLOYER CONTACT REPRESENTATIVE: Daniel Joseph

EMPLOYER BILLING ADDRESS: 9445 Fairfax Blvd. #2019 Fairfax, VA 22031

OJT TRAINEE NAME: Nathaly Alfaro

JOB TITLE: Logistics Operations Assoicate

CONTRACT PERIOD: April 22, 2019- July 05, 2019

HOURLY WAGE: $22.00 Per Hour **OJT WAGE RATE:** $11.00 Per Hour

Pay Period Start Date	Pay Period End Date	Pay Date	Number of hours worked each day (please indicate date matching the day worked)- week per line please- Date worked top line hours worked bottom line							# of Hours (MAX 40)	Gross Pay	OJT Pay Wage
			Sun	Mon	Tue	Wed	Thu	Fri	Sat			
				04/22/19	04/23/19	04/24/19	04/25/19	04/26/19	04/27/19			
			0	4	8	8	8	8	0	36	$792-	$396-
			04/28/19	04/29/19	04/30/19	05/01/19	05/02/19	05/03/19	05/04/19			
			0	8	8	8	8	8	0	40	880	440
			05/05/19	05/06/19	05/0719	05/08/19	05/09/19	05/10/19	05/11/19			
			0	8	8	8	8	8	0	40	880	440
			05/12/19	05/13/19	05/14/19	05/15/19	05/16/19	05/17/19	05/18/19			
			0	8	8	8	8	8	0	40	880	440
Total										156	3432	1716

OJT Trainee Signature: [signature]

Total amount due: $ 1716

Manager Signature: [signature]

Adult
AC 1670006-18-521050

Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individual with disabilities.

VIRGINIA CAREER WORKS

Northern Virginia Workforce Investment Area
On-The-Job Training Program
Employer Monthly Invoice

This form must be completed by the OJT Employer and mailed directly to the WIOA Case Representative monthly during the OJT contract period.

EMPLOYER NAME: RUB A DUB

EMPLOYER CONTACT REPRESENTATIVE: Daniel Joseph

EMPLOYER BILLING ADDRESS: 9445 Fairfax Blvd. #2019 Fairfax, VA 22031

OJT TRAINEE NAME: Nathaly Alfaro

JOB TITLE: Logistics Operations Assoicate

CONTRACT PERIOD: April 22, 2019- July 05. 2019

HOURLY WAGE: **$22.00** **Per Hour** **OJT WAGE RATE:** **$11.00** **Per Hour**

Pay Period Start Date	Pay Period End Date	Pay Date	Number of hours worked each day (please indicate date matching the day worked)- week per line please- Date worked top line hours worked bottom line							# of Hours (MAX 40)	Gross Pay	OJT Pay Wage
			Sun	Mon	Tue	Wed	Thu	Fri	Sat			
			06/16/19	06/17/19	06/18/19	06/19/19	06/20/19	06/21/19	06/22/19	39	$ 858.00	$ 429.00
				8	7	8	8	8				
			06/23/19	06/24/19	06/25/19	06/26/19	06/27/19	06/28/19	06/29/19	40	$ 880.00	$ 440.00
				8	8	8	8	8				
			06/30/19	07/01/19	07/02/19	07/03/19	07/04/19	07/05/19		30	$ 660.00	$ 330.00
				8	7	7	0	8				
Total												

OJT Trainee Signature: [signature]

Total amount due: $____ 1199.00

Manager Signature: [signature]

VIRGINIA CAREER WORKS

Northern Virginia Workforce Investment Area
On-The-Job Training Program
Employer Monthly Invoice

This form must be completed by the OJT Employer and mailed directly to the WIOA Case Representative monthly during the OJT contract period.

EMPLOYER NAME: RUB A DUB

EMPLOYER CONTACT REPRESENTATIVE: Daniel Joseph

EMPLOYER BILLING ADDRESS: 9445 Fairfax Blvd. #2019 Fairfax, VA 22031

OJT TRAINEE NAME: Nathaly Alfaro

JOB TITLE: Logistics Operations Assoicate

CONTRACT PERIOD: April 22, 2019- July 05. 2019

HOURLY WAGE: **$22.00** **Per Hour** **OJT WAGE RATE:** **$11.00** **Per Hour**

Pay Period Start Date	Pay Period End Date	Pay Date	Sun	Mon	Tue	Wed	Thu	Fri	Sat	# of Hours (MAX 40)	Gross Pay	OJT Pay Wage
			05/19/19	05/20/19	05/21/19	05/22/19	05/23/19	05/24/19	05/25/19	32	$ 704.00	$ 352.00
				8	6	6	6	6				
			05/26/19	05/27/19	05/28/19	05/29/19	05/30/19	05/31/19	06/01/19	24	$ 528.00	$ 264.00
				0	6	6	6	6				
			06/02/19	06/03/19	06/04/19	06/05/19	06/06/19	06/07/19	06/08/19	30	$ 660.00	$ 330.00
				6	6	6	6	6				
			06/09/19	06/10/19	06/11/19	06/12/19	06/13/19	06/14/19	06/15/19	30	$ 660.00	$ 330.00
				6	6	6	6	6				
Total											$ 2,552.00	$ 1,276.00

OJT Trainee Signature: Nathaly

Total amount due: $ 1,276.00

Manager Signature:

Automotive Detailing Training

RUB A DUB

Available on the App Store

ANDROID APP ON Google Play

GAIN THE SKILLS FOR EMPLOYMENT

Earn your certificate in automotive re-conditioning through our training program and benefit from employment placement assistance.

Thank you for your interest in Automotive Detailing Training!

Automotive Detailing Training is a certificate program that teaches all aspects of automotive detailing & reconditioning. Our curriculum allows you to explore all aspects of Auto Detailing and Reconditioning, matched by in-depth study in many areas of marketing, business development, communication, and systems for success.

Easy to learn

Financing Available

Secure a Career

Mentorship & Support

Learn Success Through Success

One of the world's largest and most advanced car detailing and auto reconditioning training facilities. Auto Detailing Training is an entrepreneurial-minded training course for Professional Auto Detailing & Reconditioning. The courses offered provide attendees with the appropriate information, knowledge and certification necessary to start a career in automotive reconditioning or start their own lucrative auto detailing business.

The Auto Detailing Training program is a hands-on training curriculum that includes detailed instruction from some of the most world renowned detailing professionals. From the first day you set foot in our lecture classrooms and are handed your detailer training guide, to the days that follow getting hands-on guidance in the Professional Detailing Arena. Every step brings you closer to achieving success. Our job placement services also often lead to employment.

Our training program will give you the tools, knowledge and experience you need to succeed!

HOW IT WORKS

Learn Success through Success!

By bringing together industry leaders and innovators our professors are the most successful in all areas of detailing. Imagine learning how to succeed from professionals who actually have and continue to succeed.

Class Room Lecture

We begin in the class room through an interactive course. You will be educated on everything from advanced communication skills to modern sales techniques.

You will also learn how to properly use and safely handle all chemicals, machines and accessories to maximum efficiency.

Our classroom setting is where our instructors take an informal yet effective approach in showing you ways to confidently communicate with your customers.

Guided Hands-On Training

After class lecture, you will enter a hands-on educational workshop structured around the basic techniques, machines, and products used in dual-action polishing.

Discover all the tips and tricks the professionals use to remove swirls, scratches, and oxidation while also learning how to utilize the dual-action polisher to apply wax and sealant to any vehicle.

We can teach you the newest and most advanced buffing and polishing techniques and take the guesswork away!

Job Placement Assistance

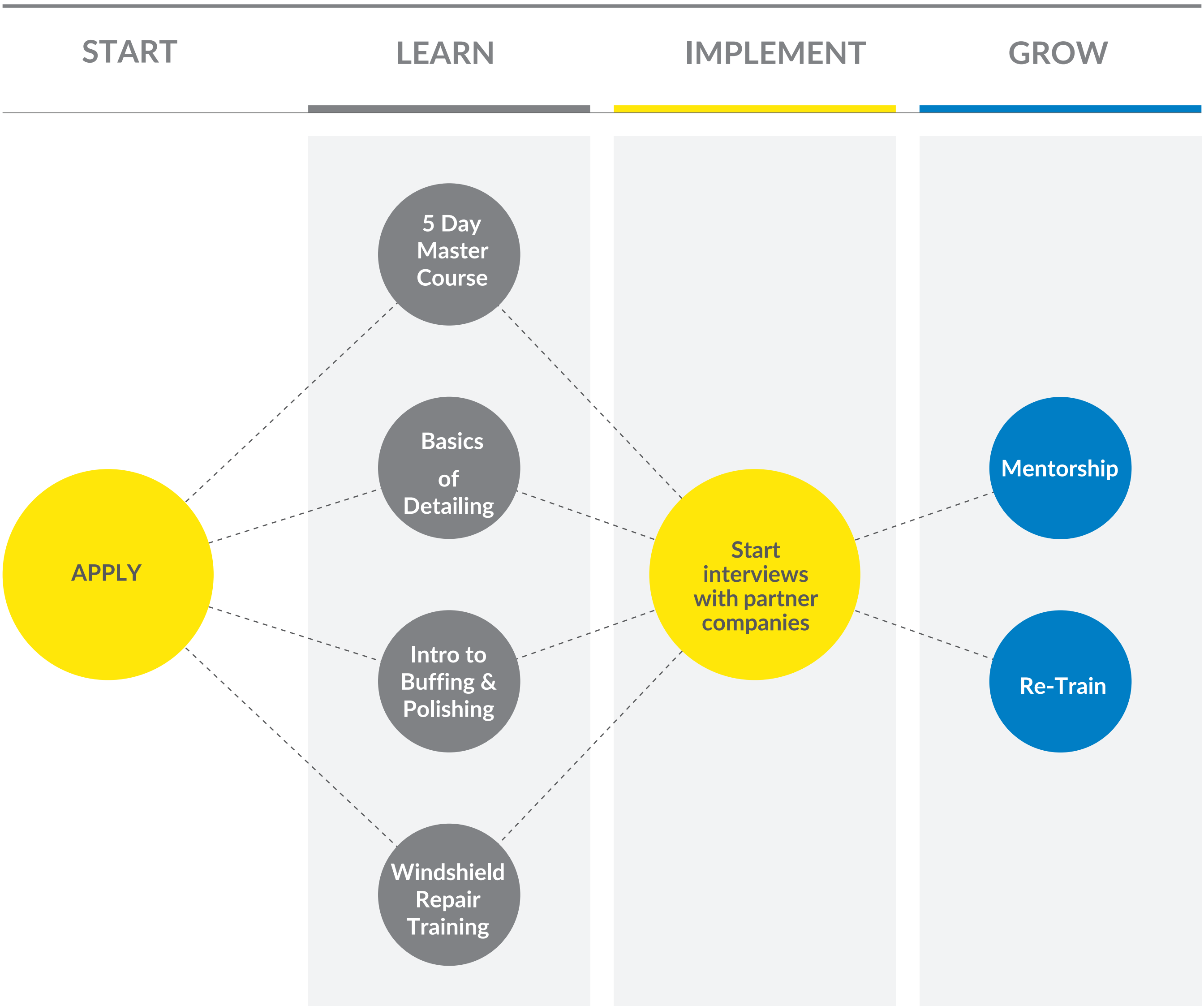
We have built a strong reputation for providing quality training which has been validated by the industry with our students being in high demand.

We are proud of the placement rate for graduating students. Our HR department takes care of our graduate's employment needs. We provide services such as our alumni recruit database, job postings, and student events further support our students and have helped thousands of graduates start successful careers in the Automotive Industry.

Our advisors look forward to assisting you in finding the right profession for you. If you're ready to get started on a new career path, fill out the application form online or call us to discuss your career potential.

THE SYSTEM

The Auto Detailing Training program is developed to give students the framework and systems necessary to become more effective detailers and find successful careers in automotive industry.



Apply

Choose the course you and schedule application interview with a member of our program. We will guide you through the process and what each program entails.

Courses

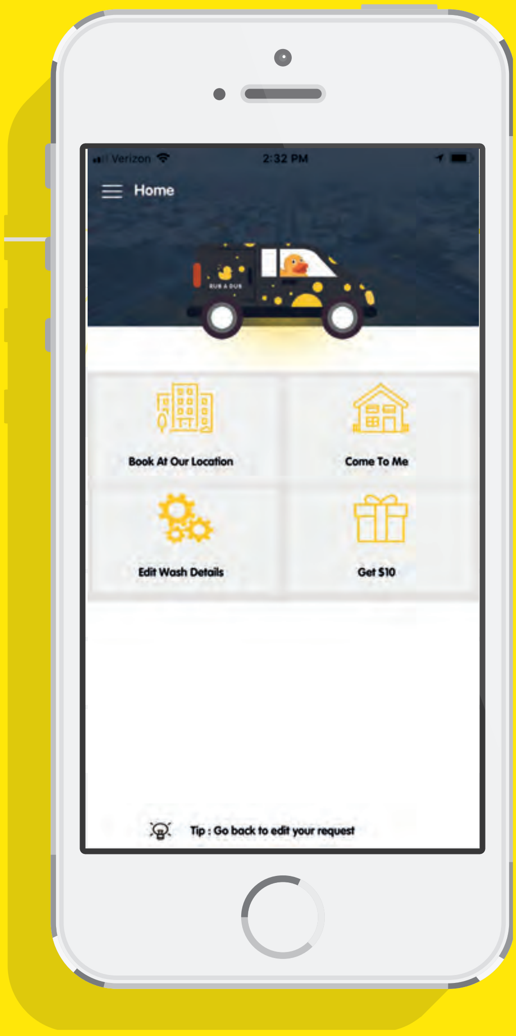
We have many courses available from 1 day crash courses to our 5 day "Master Course" which includes all aspects of auto detailing & reconditioning.

Career Placement

Upon completion of course you will be able to interview with our partner companies which include auto dealerships and auto body shops should you so choose.

Continued Support

Our staff is always available for students through our Established mentorship program to assure that every student receives the ongoing support as they grow.



Start a career with RUB A DUB after earning a certificate in auto detailing and re-conditioning!

With the RUB A DUB Provider Application you can receive service requests from area buildings, dealerships and auto body shops!

Our system allows you to excel!

Download on the App Store

GET IT ON Google Play

After completion of the Auto Detailing Training program, you will be able to gain employment through one of our partners or through RUB A DUB!

On day 5 of our program, you will meet with an area GM to interview and find out your career goals and inquire about job placement assistance.

Should you choose, we will on-board you into our system and provide you with our software to get started as an area detailer!

The Course Curriculum

Our training program is very cost e ective.
Auto Detailing Training is a hands-on training curriculum that includes detailed instruction from some of the most world renowned detailing professionals. From the first day you set foot in our lecture classrooms and are handed your detailer training guide, to the days that follow getting hands-on guidance in the Professional Detailing Arena. Every step brings you closer to achieving financial success and gratification as a professional detailer.

Day 1	Day 2	Day 3	Day 4
Introduction to Detailing	Laying Out The Groundwork	Exterior Detailing Training	Interior Detailing Training
Business Overview	Determine a vehicle needs	Determine paint condition	Vacuuming & Air Purging
Basic Marketing & Pricing	Chemicals & Supplies	Buffing, Polish & Sealing	Interior Soil Extractor
Types of Business Models	Detailing Tools Overview	Base/Coat/Clear Paints	Scrubbing Of Components
OSHA + EPA Guidelines	Scratches & micro marring	Auto Detailing Clay	Dressing, Chrome, Plastic
Dress & Success	Basic Safety and Legal	Exterior Final Inspection	Interior Final Inspection

Day 5 is reserved for an overview, certificate ceremony and job placement interviews and resume building. We will provide you with options from various employers and recommendation letters and introductory calls.

Connect with us:

Sales & Support

P +703 635 9362
E Info@rubadub.com

Contact

1775 Tysons Blvd
#400
McLean, VA 22102

VIRGINIA CAREER WORKS

NORTHERN REGION

A proud partner of the AmericanJobCenter network

The *SkillSource* Group, Inc. and
Virginia Career Works - Northern (Area #11)

Northern Virginia Rapid Response COVID-19 Business Support Initiative Application Form

Employer Name: TEC Ventures LLC

Address: 9445 Fairfax Blvd #203

Telephone: 703-635-9362

Email: info@tecventuresllc.com

Contact Name: Daniel Tisone

# of Employees Impacted: 9

Industry Type: Commercial Cleaning

Detailed Description of Rapid Response Project Request:

We had recurring commercial cleaning contracts but with buildings empty due to work from home orders, we have been "furloughed". However, we were awarded contracts for disinfecting offices where there have been known outbreaks or prior occupancy by individuals diagnosed with Covid-19. This is good news for us, however we do not have the proper sanitation / equipment to deal with a virus such as Covid-19. We need gear to protect our workers and

Estimate of Number of Jobs Saved and Amount of Annual Wages Saved:

9 - 378k

Description of Leveraged Resources (if applicable):

Our existing cleaning contracts / commercial clients wish to render our disinfectant services.

Total Costs per Impacted Worker Funded by Grant Project:

2,666.00 per worker (coveralls, masks, gloves, disposable rags, sprayers, proper chemicals)

Signature*

Daniel Tisone | Owner | April 2, 2020

Name | **Title** | **Date**

*Signed form to be submitted with **Rapid Response COVID-19 Budget Spreadsheet**.

Northern Virginia Rapid Response COVID-19 Business Support Application

Seema Jain
Thu 4/23/2020 12:27 PM
To: 'info@tecventuresllc.com' <info@tecventuresllc.com>

Mr. Tisone:

Thank you for your company's COVID-19 Rapid Response Business Support grant proposal. The local demand for these grants was overwhelming and far exceeded our available funding level. We reviewed applications in the order in which they were received, and unfortunately, our grant funding level was exhausted before your business support funding proposal could be reviewed. This does not reflect on your company's absolute need for these grant funds and its potential support for your employees.

With the enactment of the Federal Coronavirus Aid, Relief and Economic Security (CARES) Act, and the new Congressional funding support to be provided, many costs for personnel staffing and other related operating costs for your business will likely be funded through the broad expansion of loans through the Small Business Administration. Many of these loan amounts are likely to be forgiven if employees maintain employment with your business.

Additionally, Fairfax County has established a $2.5 million Microloan Program to support small business recovery. Along with the Federal SBA loans and grants, the Small Business COVID-19 Recovery Fund and associated counseling will be made to eligible businesses in amounts up to $20,000 at 0% interest that can be used for critical operating expenses to offset some of the impacts of the shutdown. Applications will be accepted beginning April 28. More information can be found here: https://www.fairfaxcounty.gov/economic-success/county-small-business-covid-19-recovery-fund.

I again very much appreciate your patience, and offer my best wishes and appreciation to your company and your valued employees. I greatly regret the economic conditions that have impacted your company so severely and will be looking to hear of your growing success in the months ahead.

Sincerely,
Seema

Seema Jain
Virginia Career Works – Northern
Deputy Executive Director
8300 Boone Boulevard, Ste. 450
Vienna, VA 22182
T: 703-827-3782
F: 703-827-3785
seema.jain@vcwnorthern.com
www.vcwnorthern.com

Attachment 32

1/24/2023

Your Honor,

Daniel Tisone is my first cousin and I'm writing to petition for leniency on his behalf. Daniel was raised since infancy by a single mom, and the absence of his dad was felt acutely in his childhood and teenage years. He struggled with ADHD and was often in trouble for not sitting still in his classroom. Despite the constant hurdles involving school not accommodating his outside the box learning and personality, Daniel has always been resilient and resourceful. When others would have lost hope, Daniel has persevered. When he was incarcerated for 5 years between the age of 19 and 25 for drug related issues, Daniel educated himself by reading the Wall Street journal from cover to cover every day & working in the law library.

Daniel finished his sentence and went on to get a college degree at Catholic University in business. His teachers were impressed, and Daniel was very pleased and motivated to learn. To those who know Daniel, his intelligence leaves an impact but even more so his generosity and goodwill. Daniel is the kind of guy who would give you the coat off his back. When my husband and I flew into the Washington DC area on extremely short notice to adopt our infant daughter, Daniel offered us the use of his apartment and temporarily moved in with family, so we had a place to stay while our daughter was in the NICU. He's been on a bumpy road of learning the hard-way but has been assuming more and more responsibility along the journey. This has all been a solid preparation for what has been the biggest responsibility that Daniel has assumed just this past year. In February of 2022, Daniel become a dad for the first time. His son Joseph is beautiful and so incredibly loved by Daniel and his fiancée Samantha.

I am humbly requesting that you give Daniel the opportunity to make restitution in a way that allows him to break the cycle of single parenting. Daniel is already such a good dad and wants his son's life to be different. He loves his fiancée, and they wish to be married and raise Joseph in a stable and loving home. Daniel is extremely resourceful and if given an opportunity for community service or paying back funds or anything to that effect, you can be assured that Daniel will complete this opportunity with impressive results. Daniel has a lot to offer society and does not have a malicious bone in his body. He's kind and wants to be helpful. I humbly request that you not incarcerate this young man who strives to better himself and is such a devoted dad to his infant son Joseph.

Sincerely,

Katie Vincent

Katie Vincent, RN BSN IBCLC
120 W. Crestline Dr.
Boise, ID 83702
VVHousehold@gmail.com

Attachment 33

February 17, 2023

Honorable Judge Sheri Polster Chappell
United States Courthouse & Federal Building
2110 First Street
Ft. Myers, FL 33901

Dear Honorable Judge Chappell:

RE: Daniel Tisone/2:22-cr-000039-SPC-NPM-1

I am respectfully submitting this letter on behalf of Daniel Joseph Tisone. My name is Samantha Leigh Ford. I am Daniel's Fiancé and the mother of his one-year-old son, Joseph. I am writing this letter to offer a more complete picture of the man that I fell in love with and who is the father of our precious son. In May of 2020, I met Daniel briefly through a few mutual friends in Naples. After we met the first time, Daniel reached out to me stating that he needed a Real Estate Agent.

After graduating from Florida Gulf Coast University, I became a Real Estate Agent for a local Naples Real Estate Agency. We decided to have dinner to discuss real estate. Daniel brought up his past in detail within the first hour of dinner. He was honest and very transparent about his past. I was shocked and taken back that he was in prison for five years. I had never met someone who had been in prison. Most people judge "felons'" that have spent time in prison, and frankly I was one of them. Never in a million years would I have imagined Daniel Tisone to have spent years of his life there. My perspective quickly changed as I listened to him. I had so much respect and sympathy for Daniel and others that have gone through hardships in their life. We all make mistakes, and we are all far from perfect.

During dinner, I learned that Daniel had to spend five long years paying for his mistakes he made as a teenager, and he served his time as required by the law. His transparency about his past and truthfulness was a breath of fresh air to me. We fell in love very quickly and had similar goals and family values. I was blessed to grow up in a loving home with two caring parents and a brother. Once I learned of Daniel's upbringing, it hurt me knowing that Daniel had an abusive father and his parents divorced when he was four. Daniel was raised by a single mother who struggled to make ends meet, while raising two children on her own.

Our relationship continued to grow, and we both were hoping that Daniel could finally experience what it meant to be loved unconditionally by a loving family of his own some day with me. We made a commitment to each other and decided to move in together.

We were surprised in June of 2021 with the news that Daniel and I were going to have a baby. We got engaged in the fall and our son, Joseph was born on February 12th, 2022. We had plans to be married in May of 2022, but we had to postpone our wedding because of Daniel's arrest.

I pray that you will have mercy on Daniel and our family. If Daniel goes to prison, our whole family will suffer and our Sweet Baby Joseph will grow up just like his Daddy – without a father and being raised by a single mother, me. Our hearts will break if the past repeats itself. I see a man who was incarcerated for five years and after serving his time in prison, chose to go back to college and get his college degree and work hard to make something of himself. He accomplished these goals. He went to school and worked.

Daniel is one of the hardest working men that I have ever met. He understands how precious family is now that he is a father. He does not want to be an absentee parent like his Father was to him. To this day, Daniel is still verbally abused by his father. I have been an eyewitness to this abuse. It is heartbreaking.

Our lives have changed forever because of Daniel's recent arrest. If Daniel returns to prison, the collateral damage will be so severe. His son will never truly realize how amazing his Daddy is due to the scaring he will carry with him for the rest of his life. Daniel was abandoned by his father the first time he went to prison and once again has abandoned him. As a couple, not only did we want to create a family with each other, but we also wanted to have a life that we could create and be proud of as we raise our son, our biggest blessing for 2022. Daniel has done everything he can for us and feels the weight of how his actions have affected his family, but I beg of you to not take him away from our baby and me. Our son, Joseph loves his Daddy so much and his little face lights up every time he sees his father.

Daniel is a provider and a worker. Over and over, I have seen Daniel take care of others in need – he is very compassionate and would give the shirt off his back for a stranger. I will not argue the details of the case - Daniel has taken acceptance of responsibility – but know that Daniel and his family have paid a steep price already and will continue to do so. Daniel has experienced so much hardship and pain in his life. He will never be the same if he misses his son's first steps and words. I beg of you to have mercy on Daniel and show grace to our family.

Sincerely,

Samantha Leigh Ford

Samantha Leigh Ford
(239) 776-0877
samanthaleighfordd97@gmail.com