UNITED STATES DISTRICT COURT MIDDLE DISTRICT OF FLORIDA

CASE NO.: 8:20-cv-394

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

KINETIC INVESTMENT GROUP, LLC and MICHAEL SCOTT WILLIAMS,

Defendants, and

KINETIC FUNDS I, LLC, KCL SERVICES, LLC d/b/a LENDACY, SCIPIO, LLC, LF 42, LLC, EL MORRO FINANCIAL GROUP, LLC, and KIH, INC., f/k/a KINETIC INTERNATIONAL, LLC,

Relief Defendants.	
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DECLARATION IN SUPPORT OF MOTION FOR POSSESSION OF AND TITLE TO THE RESIDENTIAL REAL PROPERTY PURCHASED BY DEFENDANT WILLIAMS IN SAN JUAN, PUERTO RICO AND INCORPORATED MEMORANDUM OF LAW

I, Jordan D. Maglich, say and declare as follows:

- 1. I am an individual over 18 years of age and competent to make this Declaration.
 - 2. I serve as counsel to Mark A. Kornfeld, as Receiver, in this case.
- 3. I am employed with the law firm of Quarles & Brady LLP, with offices at 101 E. Kennedy Blvd., Suite 3400, Tampa, Florida 33602. I have personal knowledge of, or have obtained knowledge from the investigation performed by various professionals retained by and at the direction of the Receiver, regarding the matters asserted herein and am competent

to testify thereto.

- 4. I submit this declaration in support of the Receiver's Motion for Possession of and Title To The Residential Real Property Purchased By Defendant Williams in San Juan, Puerto Rico and Incorporated Memorandum of Law, which is being filed contemporaneously with this Declaration.
- 5. Attached hereto as **Exhibit 1** are true and correct copies of monthly account statement for the period from October 1, 2016 to March 31, 2017 for Relief Defendant Kinetic Funds I, LLC's ("Kinetic Funds") bank account with account number ending in "4255" at BMO Harris Bank ("BMO Harris").
- 6. Attached hereto as **Exhibit 2** is a true and correct copy of the Purchase and Sale Agreement for purchase of the Property, as that term is defined in the Motion for Turnover, dated March 22, 2017 and signed by Defendant Williams.
- 7. Attached hereto as **Exhibit 3** is a true and correct copy of a monthly account statement for the period from March 1, 2017 to March 31, 2017 for Relief Defendant KCL Services, LLC d/b/a Lendacy's ("Lendacy") bank account with account number ending in "8676" at BMO Harris.
- 8. Attached hereto as **Exhibit 4** is a true and correct copy of wire transaction details for transactions made on March 23, 2017 from Lendacy's bank account with account number ending in "8676" at BMO Harris.
- 9. Attached hereto as **Exhibit 5** are true and correct copies of Defendant Williams' April 2018, May 2018, and January 2020 investor statements for Kinetic Funds.
 - 10. Attached hereto as **Exhibit 6** is a true and correct copy of Defendant Williams'

November 2019 statement for Lendacy.

11. I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 15th day of May, 2020.

<u>/s/ Jordan D. Maglich</u> JORDAN D. MAGLICH

A part of BMO Financial Group

BMO HARRI S BANK N. A. P. O. BOX 94033 PALATI NE, I L 60094-4033 338901

ACCOUNT NUMBER:

4812564255

Statement Period 10/01/16 TO 10/31/16 IM0099002900000000

PAGE 1 OF

90 09837

KINETIC FUNDS I, LLC 1800 SECOND ST #955 SARASOTA FL 34236

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ATTENTION DEBIT CARDHOLDERS-AUTOMATIC BILLING UPDATER SERVICE DEBUTS BMO HARRIS BANK IS PLEASED TO ANNOUNCE WE WILL BEGIN PARTICIPATING IN THE MASTERCARD AUTOMATIC BILLING UPDATER (ABU) SERVICE BEGINNING ON NOVEMBER 20, 2016 FOR BMO WEALTH MANAGEMENT WORLD DEBIT MASTERCARD CARDHOLDERS.

WHAT DOES THIS MEAN FOR BMO WEALTH MANAGEMENT WORLD DEBIT MASTERCARD CARDHOLDERS? WHEN YOUR BMO HARRIS DEBIT CARD NUMBER OR EXPIRATION DATE IS UPDATED, OR YOUR CARD IS CLOSED, WE WILL PROVIDE THE UPDATED CARD INFORMATION TO MERCHANTS WHO PARTICIPATE IN ABU WITH WHOM YOU HAVE AUTOMATIC BILLING ARRANGEMENTS (SUCH AS TELEPHONE, CABLE COMPANIES, INSURANCE, AND HEALTH CLUBS). SINCE NOT ALL MERCHANTS PARTICIPATE IN ABU, YOU SHOULD NOTIFY EACH MERCHANT WITH WHOM YOU HAVE AUTOMATIC BILLING ARRANGEMENTS OF THE UPDATED CARD INFORMATION TO ENSURE YOUR PAYMENTS ARE NOT INTERRUPTED.

IF YOU DO NOT WANT BMO HARRIS BANK TO PROVIDE YOUR DEBIT CARD UPDATES THROUGH ABU, PLEASE CALL US AT 1-888-340-2265. ALLOW 60 DAYS FOR YOUR "OPT OUT" TO TAKE EFFECT.

IF YOU HAVE QUESTIONS ABOUT ANY OF YOUR BMO HARRIS ACCOUNTS, PLEASE CALL US TOLL-FREE AT 1-888-340-2265. BMO HARRIS BANK N.A. MEMBER FDIC. EQUAL HOUSING LENDER. NMLS401052 VISIT US ONLINE AT WWW.BMOHARRIS.COM

CHECKING ACCOUNTS

BUSINESS ADVANTAGE C ACCOUNT NUMBER		Checking)	KINETIC FUNDS I, LLC	
Interest Paid YTD)		50.46	
DEPOSIT ACCOUNT S	UMMARY			
Previous Balance 2 Deposits 10 Withdrawals Interest Pa Ending Balance as	id	(Plus) (Minus) (Plus)	86,530.54 183,960.00 252,754.04 1.59 17,738.09	
Deposits and Othe	r Credits			
Date	Amount	Description		
Oct 13	175,000.00	INCOMING WIRE		
	•	FED WIRE TRANSFE	R CREDIT 1610134WIRE-IN	
Oct 26	8,960.00	INCOMING WIRE		
			R CREDIT 1610265WIRE-IN	
Oct 31	1.59	INTEREST PAID		

Case 8:20-cv-00394-MSS-SPF Document 71-1 Filed 05/15/20 Page 2 of 18 PageID 1965 BMO Harris Bank

A part of BMO Financial Group

BMO HARRIS BANK N. A. P. O. BOX 94033 PALATINE, IL 60094-4033 338902

ACCOUNT NUMBER:

4812564255

Statement Period 10/01/16 TO 10/31/16 IM0099002900000000

PAGE

2 OF 2

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KINETIC FUNDS I, LLC

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Date
Oct 11 7,800.00 PC TRANSFER DEBIT OCT 14 3,000.00 PC TRANSFER DEBIT OCT 14 3,000.00 OUTGOING WIRE FED WIRE TRANSFER DEBIT 161014471439 OUTGOING WIRE FED WIRE TRANSFER DEBIT 161014471459 PC TRANSFER DEBIT OCT 14 27,216.96 PC TRANSFER DEBIT 161014471459 PC TRANSFER DEBIT OCT 14 175,000.00 OUTGOING WIRE FED WIRE TRANSFER DEBIT 161014471441 Checks by Serial Number Date Serial # Amount Date Serial # Amount OCT 13 10508 136.75 OCT 27 10510 166.00 OCT 12 10509 1,245.00 Daily Balance Summary Date Balance Sep 30 86,530.54 OCT 13 220,429.46 OCT 05 79,611.21 OCT 14 8,942.50 OCT 07 54,611.21 OCT 14 8,942.50 OCT 07 54,611.21 OCT 26 17,902.50 OCT 11 46,811.21 OCT 27 17,736.50 OCT 12 46,811.21 OCT 27 17,736.50 OCT 12 45,566.21 OCT 31 17,738.09 Statement Period Rates
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Checks by Serial Number Date
Date Serial # Amount Date Serial # Amount Oct 13 10508 136.75 Oct 27 10510 166.00 Oct 12 10509 1,245.00 Daily Balance Summary Date Balance Sep 30 86,530.54 Oct 13 220,429.46 Oct 05 79,611.21 Oct 14 8,942.50 Oct 07 54,611.21 Oct 26 17,902.50 Oct 11 46,811.21 Oct 27 17,736.50 Oct 12 45,566.21 Oct 31 17,738.09 Statement Period Rates
Date Serial # Amount Date Serial # Amount Oct 13 10508 136.75 Oct 27 10510 166.00 Oct 12 10509 1,245.00 Daily Balance Summary Date Balance Sep 30 86,530.54 Oct 13 220,429.46 Oct 05 79,611.21 Oct 14 8,942.50 Oct 07 54,611.21 Oct 26 17,902.50 Oct 11 46,811.21 Oct 27 17,736.50 Oct 12 45,566.21 Oct 31 17,738.09 Statement Period Rates
Oct 12 10509 1,245.00 Daily Balance Summary Date Balance Sep 30 86,530.54 Oct 13 220,429.46 Oct 05 79,611.21 Oct 14 8,942.50 Oct 07 54,611.21 Oct 26 17,902.50 Oct 11 46,811.21 Oct 27 17,736.50 Oct 12 45,566.21 Oct 31 17,738.09 Statement Period Rates
Daily Balance Summary Date
Date Balance Date Balance Sep 30 86,530.54 Oct 13 220,429.46 Oct 05 79,611.21 Oct 14 8,942.50 Oct 07 54,611.21 Oct 26 17,902.50 Oct 11 46,811.21 Oct 27 17,736.50 Oct 12 45,566.21 Oct 31 17,738.09 Statement Period Rates
Date Balance Date Balance Sep 30 86,530.54 Oct 13 220,429.46 Oct 05 79,611.21 Oct 14 8,942.50 Oct 07 54,611.21 Oct 26 17,902.50 Oct 11 46,811.21 Oct 27 17,736.50 Oct 12 45,566.21 Oct 31 17,738.09 Statement Period Rates
Oct 07 54,611.21 Oct 26 17,902.50 Oct 11 46,811.21 Oct 27 17,736.50 Oct 12 45,566.21 Oct 31 17,738.09 Statement Period Rates
Oct 07 54,611.21 Oct 26 17,902.50 Oct 11 46,811.21 Oct 27 17,736.50 Oct 12 45,566.21 Oct 31 17,738.09 Statement Period Rates
Statement Period Rates
Statement Period Rates
Effective Oct 01, 2016 Balance Rate
ZERO to 4,999 0.010 %
5,000 to 9,999 0.010 %
10,000 to 24,999 0.050 % 25,000 to 49,999 0.050 %
50,000 to 99,999 0.050 %
100,000 to 249,999 0.050 %
250,000 to 499,999 0.050 % 500,000 to 999,999 0.050 %
500,000 to 999,999 0.050 % 1,000,000 to 99,999,999 0.050 %

Important information about your Consumer Overdraft Credit Line Account

Case 8:20-cv-00394-MSS-SPF Document 71-1 Filed 05/15/20 Page 3 of 18 PageID 1966 For overdraft credit plans with a fixed Annual Percentage Rate:

The periodic rate and corresponding Annual Percentage Rate does not change.

For overdraft credit plans with a variable Annual Percentage Rate:

The periodic rate and corresponding Annual Percentage Rate for this plan is a variable rate which can change monthly. (See your account agreement for details on how the Annual Percentage Rate is determined.)

CALCULATION OF BALANCE SUBJECT TO INTEREST RATE FOR CONSUMER OVERDRAFT CREDIT LINE ACCOUNTS

We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any new advances, and subtract any payments or credits. This gives us the daily

The interest charge begins to accrue on the date an advance is posted to the account. The interest charge continues to accrue on the unpaid principal balance after the statement has been printed and mailed to you. There is no "grace period" or "free ride period" which would allow you to avoid an interest charge.

WHAT TO DO IF YOU THINK YOU FIND A MISTAKE ON YOUR CONSUMER OVERDRAFT CREDIT LINE ACCOUNT STATEMENT

If you think there is an error on your statement, write to us at: Harris, Attn: Billing Department, Servicing Dept. D, 3800 Golf Road, P.O. Box 5043, Rolling Méadows, IL 60008.

In your letter, give us the following information:

- Account information: Your name and account number.
 Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.

 The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.

 We can apply any unpaid amount against your crodit limit.
- We can apply any unpaid amount against your credit limit.

Credit Information

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS AND CARD TRANSACTIONS

Call us at 1-800-847-1066 for errors involving Card transactions, or for Electronic Transfers call 1-888-340-2265, or write to Harris, P.O. Box 94019, Palatine, Illinois 60094-4019, as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the first statement on which the problem or error appeared. This is the information we will need in order to help resolve the problem:

- Tell us your name, account number, and Card number (if applicable).
- Describe the error or the transaction and the date of the transaction you are unsure about, and explain why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we require that you also inform of us the error in writing within ten Business Days.

We will determine whether an error occurred within 10* Business Days after we hear from you and we will correct any error promptly. If we need more time, however, by law we may take up to 45* days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10* Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If you fail to give us the required written confirmation of your complaint or question, then we may not credit your account or we may revoke the provisional credit we previously gave to you.

We will tell you the results of our investigation within three Business Days after completing our investigation.

*These time periods may be extended as follows. The applicable time is 20 Business Days in place of 10 Business Days for new accounts if the notice of the error involves a transfer to or from the account within the first 30 days your account is open. The applicable time is 90 days in place of 45 days if the notice of error involves a transfer that either (1) was initiated outside the U.S., (2) resulted from a Point-of-Sale transaction, or (3) occurred within the first 30 days your account is open.

(1) OUTSTANDING TRANSACTIONS

TO RECONCILE YOUR CHECKING ACCOUNT

- List and Total all outstanding checks including those still outstanding from previous statements.
- Enter the "Ending Balance" shown on this statement.
- Add deposits and other credits not shown on this statement.
- Subtract the total of outstanding checks as determined in Step 1 above.
- This figure should be your checkbook balance. If it does not agree, review the above steps and if necessary, review your checkbook entries.

NUMBER	AMOUNT	

RECONCILEMENT			
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3			
(4) (5) (6)			
5			
6			

Date: 07/01/2012

A part of BMO Financial Group

BMO HARRIS BANK N. A. P. O. BOX 94033 PALATINE, IL 60094-4033 315298

ACCOUNT NUMBER:

4812564255

Statement Period 11/01/16 TO 11/30/16 IM0099002900000000

PAGE

1 OF

90 09837

KINETIC FUNDS I, LLC 1800 SECOND ST #955 SARASOTA FL 34236

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GOOD NEWS: ACCOUNT UPDATE EFFECTIVE NOVEMBER 10, 2016

MINI STATEMENTS REQUESTED AT A BMO HARRIS ATM WILL BE PROVIDED FREE OF CHARGE AFTER NOVEMBER 10, 2016. PRIOR TO THIS CHANGE, WE CHARGED A \$1 FEE FOR THIS SERVICE.

PLEASE VISIT YOUR LOCAL BRANCH, OR CALL US AT 888-340-2265 IF YOU HAVE QUESTIONS ABOUT THIS CHANGE.

IF YOU HAVE QUESTIONS ABOUT ANY OF YOUR BMO HARRIS ACCOUNTS, PLEASE CALL US TOLL-FREE AT 1-888-340-2265. BMO HARRIS BANK N.A. MEMBER FDIC. EQUAL HOUSING LENDER. NMLS401052 VISIT US ONLINE AT WWW.BMOHARRIS.COM.

CHECKING ACCOUNTS

BUSINESS ADVANTAGE C ACCOUNT NUMBER	KG 4812564255 (Checking)	1	KINETIC FUNDS I, LLC	
Interest Paid YTD)			55.07	
DEPOSIT ACCOUNT S	UMMARY				
Previous Balance 2 Deposits 9 Withdrawals Interest Pa Ending Balance as	; iid	(Plus) (Minus) (Plus)		17,738.09 725,000.00 494,698.15 4.61 248,044.55	
Deposits and Othe	er Credits				
Date		Description			
Nov 02	225,000.00				
		FED WIRE TRANSFER	CREDIT	1611026WIRE-IN	
Nov 29	500,000.00	INCOMING WIRE			
Nov 30	4.61	FED WIRE TRANSFER INTEREST PAID	CREDIT	1611299WIRE-IN	
NOV 30	4.01	INIERESI PAID			
Withdrawals and C	ther Debits				
Date	Amount	Description			
Nov 03		PC TRANSFER DEBIT			
Nov 10	6,000.00	PC TRANSFER DEBIT			
Nov 10		PC TRANSFER DEBIT			
Nov 14	20,000.00		חדחשת	161114006140	
Nov 15	46,350.62	FED WIRE TRANSFER PC TRANSFER DEBIT	DERTI.	161114806149	
140 4 10	10,330.02	IC TIGHTOLLIC DEDIT			

Case 8:20-cv-00394-MSS-SPF Document 71-1 Filed 05/15/20 Page 5 of 18 PageID 1968 BMO Harris Bank

A part of BMO Financial Group

BMO HARRIS BANK N. A. P. O. BOX 94033 PALATINE, IL 60094-4033 315299

ACCOUNT NUMBER:

4812564255

Statement Period 11/01/16 TO 11/30/16 IM0099002900000000

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PAGE

2 OF 2

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KINETIC FUNDS I, LLC

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Nov 30	300,000.00	OUTGOING WIRE FED WIRE TRANSFE	R DEBIT	161130989271	
Checks by Seri Date Nov 01 Nov 01	lal Number Serial # 10511 10512	Amount 8,960.00 2,200.00	Date Nov 30	Serial # 10513	Amount 8,589.16
Daily Balance	Summary				
Date Oct 31 Nov 01 Nov 02 Nov 03 Nov 10	Balance 17,738.09 6,578.09 231,578.09 135,945.17 122,979.72	Date Nov 14 Nov 15 Nov 29 Nov 30		Balance 102,979.72 56,629.10 556,629.10 248,044.55	
Statement Peri	lod Rates				
Effective	Nov 01, 2016	Bal ZERO 5,000 10,000 25,000 50,000 100,000 250,000 500,000 1,000,000	to to to to to to to to to	4,999 9,999 24,999 49,999 99,999 249,999 499,999 999,999	Rate 0.010 % 0.010 % 0.050 % 0.050 % 0.050 % 0.050 % 0.050 % 0.050 % 0.050 %

Important information about your Consumer Overdraft Credit Line Account

Case 8:20-cv-00394-MSS-SPF Document 71-1 Filed 05/15/20 Page 6 of 18 PageID 1969 For overdraft credit plans with a fixed Annual Percentage Rate:

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The periodic rate and corresponding Annual Percentage Rate for this plan is a variable rate which can change monthly. (See your account agreement for details on how the Annual Percentage Rate is determined.)

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- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

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 We can apply any unpaid amount against your crodit limit.
- We can apply any unpaid amount against your credit limit.

Credit Information

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS AND CARD TRANSACTIONS

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- Tell us your name, account number, and Card number (if applicable).
- Describe the error or the transaction and the date of the transaction you are unsure about, and explain why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we require that you also inform of us the error in writing within ten Business Days.

We will determine whether an error occurred within 10* Business Days after we hear from you and we will correct any error promptly. If we need more time, however, by law we may take up to 45* days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10* Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If you fail to give us the required written confirmation of your complaint or question, then we may not credit your account or we may revoke the provisional credit we previously gave to you.

We will tell you the results of our investigation within three Business Days after completing our investigation.

*These time periods may be extended as follows. The applicable time is 20 Business Days in place of 10 Business Days for new accounts if the notice of the error involves a transfer to or from the account within the first 30 days your account is open. The applicable time is 90 days in place of 45 days if the notice of error involves a transfer that either (1) was initiated outside the U.S., (2) resulted from a Point-of-Sale transaction, or (3) occurred within the first 30 days your account is open.

(1) OUTSTANDING TRANSACTIONS

TO RECONCILE YOUR CHECKING ACCOUNT

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- Add deposits and other credits not shown on this statement.
- Subtract the total of outstanding checks as determined in Step 1 above.
- This figure should be your checkbook balance. If it does not agree, review the above steps and if necessary, review your checkbook entries.

NUMBER	AMOUNT	
	<u> </u>	

RECONCILEMENT			
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(4) (5) (6)			
5			
6			

Date: 07/01/2012

A part of BMO Financial Group

BMO HARRIS BANK N. A. P. O. BOX 94033 PALATINE, IL 60094-4033 294043

ACCOUNT NUMBER:

4812564255

Statement Period 12/01/16 TO 12/31/16 IM0099002900000000

PAGE 1 OF 2

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KINETIC FUNDS I, LLC 1800 SECOND ST #955 SARASOTA FL 34236

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IF YOU HAVE QUESTIONS ABOUT ANY OF YOUR BMO HARRIS ACCOUNTS, PLEASE CALL US TOLL-FREE AT 1-888-340-2265. BMO HARRIS BANK N.A. MEMBER FDIC. EQUAL HOUSING LENDER. NMLS401052 VISIT US ONLINE AT WWW.BMOHARRIS.COM.

CHECKING ACCOUNTS

USINESS ADVANTAGI CCOUNT NUMBER		Checking)	KINETIC FUNDS I, LLC	
Interest Paid	YTD		601.26	
DEPOSIT ACCOUNT	T SUMMARY			
3 Deposits 10 Withdrawa Interest		(Plus) (Minus) (Plus)	248,044.55 17,000,000.00 6,148,304.08 546.19 11,100,286.66	
Deposits and Ot Date Dec 07 Dec 07 Dec 09 Dec 30	ther Credits Amount 4,000,000.00 11,000,000.00 2,000,000.00 546.19	Description INCOMING WIRE FED WIRE TRANSFER CREDIT INCOMING WIRE FED WIRE TRANSFER CREDIT INCOMING WIRE FED WIRE TRANSFER CREDIT INTEREST PAID	1612070WIRE-IN	
Withdrawals and Date Dec 12 Dec 13 Dec 13 Dec 13 Dec 16 Dec 19 Dec 21 Dec 29	Amount 85,132.24	Description OUTGOING WIRE WIRE TRANSFER DEBIT PC TRANSFER DEBIT PC TRANSFER DEBIT PC TRANSFER DEBIT PC TRANSFER DEBIT OUTGOING WIRE FED WIRE TRANSFER DEBIT PC TRANSFER DEBIT OUTGOING WIRE FED WIRE TRANSFER DEBIT OUTGOING WIRE FED WIRE TRANSFER DEBIT		

Case 8:20-cv-00394-MSS-SPF Document 71-1 Filed 05/15/20 Page 8 of 18 PageID 1971 BMO Harris Bank

A part of BMO Financial Group

BMO HARRIS BANK N. A. P. O. BOX 94033 PALATINE, IL 60094-4033 294044

ACCOUNT NUMBER:

4812564255

2

Statement Period 12/01/16 TO 12/31/16 IM0099002900000000

PAGE

2 OF

90 09837

KINETIC FUNDS I, LLC

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Checks by Seri Date Dec 01	al Number Serial # 10514	Amount 2,200.00	Date Dec 29	Serial # 10515	Amount 23,804.14
Daily Balance Date Nov 30 Dec 01 Dec 07 Dec 09 Dec 12 Dec 13	Summary Balance 248,044.55 245,844.55 15,245,844.55 17,245,844.55 17,160,712.31 17,112,398.27	Date Dec 16 Dec 19 Dec 21 Dec 29 Dec 30		Balance 17,063,176.68 17,062,276.68 16,123,544.61 11,099,740.47 11,100,286.66	
Statement Peri	lod Rates				
Effective	Dec 01, 2016 -	Bal ZERO 5,000 10,000 25,000 50,000 100,000 250,000 500,000	ance to	4,999 9,999 24,999 49,999 99,999 249,999 499,999 99,999,999	Rate 0.010 % 0.010 % 0.050 % 0.050 % 0.050 % 0.050 % 0.050 % 0.050 % 0.050 %

Important information about your Consumer Overdraft Credit Line Account

Case 8:20-cv-00394-MSS-SPF Document 71-1 Filed 05/15/20 Page 9 of 18 PageID 1972 For overdraft credit plans with a fixed Annual Percentage Rate:

The periodic rate and corresponding Annual Percentage Rate does not change.

For overdraft credit plans with a variable Annual Percentage Rate:

The periodic rate and corresponding Annual Percentage Rate for this plan is a variable rate which can change monthly. (See your account agreement for details on how the Annual Percentage Rate is determined.)

CALCULATION OF BALANCE SUBJECT TO INTEREST RATE FOR CONSUMER OVERDRAFT CREDIT LINE ACCOUNTS

We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any new advances, and subtract any payments or credits. This gives us the daily

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WHAT TO DO IF YOU THINK YOU FIND A MISTAKE ON YOUR CONSUMER OVERDRAFT CREDIT LINE ACCOUNT STATEMENT

If you think there is an error on your statement, write to us at: Harris, Attn: Billing Department, Servicing Dept. D, 3800 Golf Road, P.O. Box 5043, Rolling Méadows, IL 60008.

In your letter, give us the following information:

- Account information: Your name and account number.
 Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.

 The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.

 We can apply any unpaid amount against your credit limit.
- We can apply any unpaid amount against your credit limit.

Credit Information

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS AND CARD TRANSACTIONS

Call us at 1-800-847-1066 for errors involving Card transactions, or for Electronic Transfers call 1-888-340-2265, or write to Harris, P.O. Box 94019, Palatine, Illinois 60094-4019, as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the first statement on which the problem or error appeared. This is the information we will need in order to help resolve the problem:

- Tell us your name, account number, and Card number (if applicable).
- Describe the error or the transaction and the date of the transaction you are unsure about, and explain why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we require that you also inform of us the error in writing within ten Business Days.

We will determine whether an error occurred within 10* Business Days after we hear from you and we will correct any error promptly. If we need more time, however, by law we may take up to 45* days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10* Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If you fail to give us the required written confirmation of your complaint or question, then we may not credit your account or we may revoke the provisional credit we previously gave to you.

We will tell you the results of our investigation within three Business Days after completing our investigation.

*These time periods may be extended as follows. The applicable time is 20 Business Days in place of 10 Business Days for new accounts if the notice of the error involves a transfer to or from the account within the first 30 days your account is open. The applicable time is 90 days in place of 45 days if the notice of error involves a transfer that either (1) was initiated outside the U.S., (2) resulted from a Point-of-Sale transaction, or (3) occurred within the first 30 days your account is open.

(1) OUTSTANDING TRANSACTIONS

TO RECONCILE YOUR CHECKING ACCOUNT

- List and Total all outstanding checks including those still outstanding from previous statements.
- Enter the "Ending Balance" shown on this statement.
- Add deposits and other credits not shown on this statement.
- Subtract the total of outstanding checks as determined in Step 1 above.
- This figure should be your checkbook balance. If it does not agree, review the above steps and if necessary, review your checkbook entries.

NUMBER	AMOUNT	
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RECONCILEMENT				
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Date: 07/01/2012

A part of BMO Financial Group

BMO HARRIS BANK N. A. P. O. BOX 94033 PALATINE, IL 60094-4033 337031

ACCOUNT NUMBER:

4812564255

Statement Period 01/01/17 TO 01/31/17 IM009900290000000

PAGE 1 OF

90 09837

KINETIC FUNDS I, LLC 1800 SECOND ST #955 SARASOTA FL 34236

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GOOD NEWS: BMO HARRIS BANK IS PLEASED TO PROVIDE MASTERCARD AUTOMATIC BILLING UPDATER (ABU) SERVICE BEGINNING ON JANUARY 23, 2017 FOR ALL DEBIT MASTERCARD CARDHOLDERS.

WHEN YOUR BMO HARRIS DEBIT CARD NUMBER OR EXPIRATION DATE IS UPDATED, OR YOUR CARD IS CLOSED, WE WILL PROVIDE THE UPDATED CARD INFORMATION TO MERCHANTS WHO PARTICIPATE IN ABU WITH WHOM YOU HAVE AN ALREADY ESTABLISHED AUTOMATIC BILLING ARRANGEMENT (SUCH AS TELEPHONE, INSURANCE, AND HEALTH CLUBS). SINCE NOT ALL MERCHANTS PARTICIPATE IN ABU, YOU SHOULD NOTIFY EACH MERCHANT WITH WHOM YOU HAVE AUTOMATIC BILLING ARRANGEMENTS OF THE UPDATED CARD INFORMATION.

PLEASE CALL US AT 1-888-340-2265 IF YOU DO NOT WANT BMO HARRIS BANK TO PROVIDE YOUR DEBIT CARD UPDATES THROUGH ABU. ALLOW UP TO 60 DAYS FOR YOUR "OPT OUT" TO TAKE EFFECT.

BMO HARRIS BANK N.A. MEMBER FDIC. EQUAL HOUSING LENDER. NMLS401052 VISIT US ONLINE AT WWW.BMOHARRIS.COM

CHECKING ACCOUNTS

BUSINESS ADVANTAGE CKG ACCOUNT NUMBER 4812564	255 (Checking)	KINETIC FUNDS I, LLC	
Interest Paid YTD Interest Paid Previous Y	ear		465.43 601.26	
DEPOSIT ACCOUNT SUMMARY				
Previous Balance as of 11 Withdrawals Interest Paid Ending Balance as of		(Minus) (Plus)	11,100,286.66 274,146.13 465.43 10,826,605.96	
	Amount	Description INTEREST PAID		
Jan 04 25, Jan 10 8,	Amount 000.00	Description PC TRANSFER DEBIT PC TRANSFER DEBIT OUTGOING WIRE FED WIRE TRANSFER DEBIT	170117512421	

0

Effective

Jan 01, 2017

A part of BMO Financial Group

BMO HARRIS BANK N. A. P. O. BOX 94033 PALATINE, IL 60094-4033 337032

ACCOUNT NUMBER:

4812564255

Statement Period 01/01/17 TO 01/31/17 IM0099002900000000

PAGE

Rate 0.010 %

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4,999 9,999 24,999 49,999 99,999 249,999

999,999,999 99,999,999,999

2 OF 2

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KINETIC FUNDS I, LLC

Jan 17 Jan 17 Jan 17 Jan 27		OUTGOING WIRE FED WIRE TRANSF PC TRANSFER DEB OUTGOING WIRE FED WIRE TRANSF PC TRANSFER DEB	IT ER DEBIT IT		
Jan 30	13,600.00	PC TRANSFER DEB	IT		
Checks by Se Date Jan 03 Jan 12	erial Number Serial # 10516 10517	Amount 2,200.00 9,300.00	Date Jan 31	Serial # 10518	Amount 75.00
Daily Baland Date Dec 31 Jan 03 Jan 04 Jan 10 Jan 12	Balance 11,100,286.66 11,098,086.66 11,073,086.66 11,064,842.19 11,055,542.19	Date Jan 17 Jan 27 Jan 30 Jan 31		Balance 10,844,315.53 10,839,815.53 10,826,215.53 10,826,605.96	
Statement Pe	eriod Rates				

ZERO to

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50,000 100,000 250,000

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Important information about your Consumer Overdraft Credit Line Account

Case 8:20-cy-00394-MSS-SPF Document 71-1 Filed 05/15/20 Page 12 of 18 PageID 1975 For overdraft credit plans with a fixed Annual Percentage Rate:

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You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

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 We can apply any unpaid amount against your credit limit.
- We can apply any unpaid amount against your credit limit.

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- Subtract the total of outstanding checks as determined in Step 1 above.
- This figure should be your checkbook balance. If it does not agree, review the above steps and if necessary, review your checkbook entries.

NUMBER	AMOUNT	

RECONCILEMENT				
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Date: 07/01/2012

A part of BMO Financial Group

BMO HARRIS BANK N. A. P. O. BOX 94033 PALATINE, IL 60094-4033 312822

ACCOUNT NUMBER:

4812564255

Statement Period 02/01/17 TO 02/28/17 IM009900290000000

PAGE 1 OF

90 09837

KINETIC FUNDS I, LLC 1800 SECOND ST #955 SARASOTA FL 34236

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GOOD NEWS: AS OF 3/1/17, YOU WILL HAVE FEE-FREE ACCESS TO OVER 40,000 MORE ATMS IN THE U.S. AND WE WILL NOT CHARGE THE NON-BMO HARRIS ATM TRANSACTION FEE WHEN YOU USE ANY ATM DISPLAYING THE ALLPOINT(R) NAME. VISIT BMOHARRIS.COM TO FIND ALLPOINT ATMS IN THE U.S. ALLPOINT ATMS WILL BE KNOWN AS "PARTICIPATING ATMS." FOREIGN TRANSACTION FEES WILL BE CHARGED FOR TRANSACTIONS CONDUCTED OUTSIDE THE U.S. AND WE ARE NOT LIABLE FOR THE FAILURE OF A MERCHANT, OR THE OWNER OR OPERATOR OF A PARTICIPATING ATM TO GIVE YOU A RECEIPT FOR A TRANSACTION. THE DEPOSIT ACCOUNT AGREEMENT HAS BEEN AMENDED ACCORDINGLY.

EFFECTIVE 4/1/17 WE WILL NO LONGER OFFER THE FEATURE TO WAIVE THE MONTHLY MAINTENANCE FEE BY TIMELY PAYING A BMO HARRIS SMALL BUSINESS OR PERSONAL CREDIT CARD ACCOUNT, LINE OF CREDIT OR LOAN. STARTING 5/16/17, YOUR FIRST TWO(2) NON-BMO HARRIS ATM TRANSACTIONS PER STATEMENT PERIOD REMAIN FREE OF CHARGE, WE WILL BE INCREASING THE NON-BMO HARRIS ATM TRANSACTION FEE FROM \$2.50 TO \$3 AND PHOTOCOPIES OF CANCELED CHECKS WILL NOW BE \$5 EACH.

IF YOU HAVE QUESTIONS ABOUT ANY OF YOUR BMO HARRIS ACCOUNTS, PLEASE CALL US TOLL-FREE AT 1-888-340-2265, OPTION 2. BMO HARRIS BANK N.A. MEMBER FDIC. EQUAL HOUSING LENDER. NMLS401052 VISIT US ONLINE AT WWW.BMOHARRIS.COM

CHECKING ACCOUNTS

BUSINESS ADVANTAGE ACCOUNT NUMBER		Checking)	KINETIC FUNDS I, LLC	
Interest Paid Y' Interest Paid P			915.00 601.26	
DEPOSIT ACCOUNT	SUMMARY			
Previous Baland 4 Deposits 8 Withdrawa Interest Ending Balance	ls Paid	31, 2017 (Plus) (Minus) (Plus) y 28, 2017	10,826,605.96 1,488,958.00 385,306.06 449.57 11,930,707.47	
Deposits and Otl	ner Credits			
Date Feb 07	Amount 200,000.00	Description INCOMING WIRE		
Feb 07	250,000.00	INCOMING WIRE	R CREDIT 1702077WIRE-IN R CREDIT 1702077WIRE-IN	

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A part of BMO Financial Group

BMO HARRIS BANK N. A. P. O. BOX 94033 PALATI NE, IL 60094-4033 312823

ACCOUNT NUMBER:

4812564255

Statement Period 02/01/17 TO 02/28/17 IM0099002900000000

90 09837

KINETIC FUNDS I, LLC

2 PAGE 2 OF

Feb 09 Feb 13 Feb 28	1,000,000.00 38,958.00 449.57	INCOMING WIRE FED WIRE TRANSFEI PC TRANSFER CREDI INTEREST PAID		IT 1702097WIRE-	IN
Withdrawals ar Date Feb 10 Feb 10 Feb 13	6,784.85 229,000.00	Description PC TRANSFER DEBITOR PC TRANSFER DEBITOUTGOING WIRE FED WIRE TRANSFER	Γ	г 170213814939	
Feb 23 Feb 23 Feb 27	7,000.00	PC TRANSFER DEBITED TRANSFER DEBITED TRANSFER DEBITED.	Г Г		
Checks by Seri Date Feb 01	ial Number Serial # 10519		Date Feb 09	Serial # 10520	Amount 1,554.90
Daily Balance Date Jan 31 Feb 01 Feb 07 Feb 09	Summary Balance 10,826,605.96 10,822,805.96 11,272,805.96 12,271,251.06	Date Feb 10 Feb 23 Feb 27 Feb 28		Balance 12,035,466.21 12,026,283.17 11,930,257.90 11,930,707.47	
Statement Peri	lod Rates				
Effective	Feb 01, 2017		to to to to to to to to to	4,999 9,999 24,999 49,999 99,999 249,999 499,999 99,999,999	0.050 % 0.050 % 0.050 %

Case 8:20-cy-00394-MSS-SPF Document 71-1 Filed 05/15/20 Page 15 of 18 PageID 1978 For overdraft credit plans with a fixed Annual Percentage Rate:

The periodic rate and corresponding Annual Percentage Rate does not change.

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CALCULATION OF BALANCE SUBJECT TO INTEREST RATE FOR CONSUMER OVERDRAFT CREDIT LINE ACCOUNTS

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MUMPED

(1) OUTSTANDING TRANSACTIONS

AMOUNT

TO RECONCILE YOUR CHECKING ACCOUNT

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NUMBER	AMOUNT	

	RECONCILEMENT				
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3					
(4) (5) (6)					
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6					

Date: 07/01/2012

A part of BMO Financial Group

BMO HARRIS BANK N. A. P. O. BOX 94033 PALATI NE, IL 60094-4033 336172

ACCOUNT NUMBER:

4812564255

Statement Period 03/01/17 TO 03/31/17 IM0099002900000000

PAGE

1 OF

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90 09837

KINETIC FUNDS I, LLC 1800 SECOND ST #955 SARASOTA FL 34236

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IF YOU HAVE QUESTIONS ABOUT ANY OF YOUR BMO HARRIS ACCOUNTS, PLEASE CALL US TOLL-FREE AT 1-888-340-2265. BMO HARRIS BANK N.A. MEMBER FDIC. EQUAL HOUSING LENDER. NMLS401052 VISIT US ONLINE AT WWW.BMOHARRIS.COM.

CHECKING ACCOUNTS

BUSINESS ADVANTAGE CKG ACCOUNT NUMBER 4812564255 (Checking)	KIN	ETIC FUNDS I, LLC	
Interest Paid YTD Interest Paid Previous Year			1,397.31 601.26	
DEPOSIT ACCOUNT SUMMARY				
Previous Balance as of Februar 2 Deposits 10 Withdrawals Interest Paid Ending Balance as of March	ry 28, 2017 (Plus) (Minus) (Plus) 31, 2017		11,930,707.47 17,000.00 1,606,016.93 482.31 10,342,172.85	
Mar 09 10,000.00 Mar 27 7,000.00	Description REMOTE DEPOSIT REMOTE DEPOSIT INTEREST PAID			
Mar 13 6,890.02 Mar 16 75,403.40 Mar 21 1,500,000.00 Mar 23 5,000.00 Mar 28 9,225.00	Description PC TRANSFER DEBI	T T T T		
Checks by Serial Number Date Serial # Mar 01 10521 Mar 24 10522	2,200.00	Date Mar 27 Mar 24	Serial # 10523 10524	Amount 607.50 2,325.00

A part of BMO Financial Group

BMO HARRIS BANK N. A. P. O. BOX 94033 PALATI NE, IL 60094-4033 336173

ACCOUNT NUMBER:

4812564255

Statement Period 03/01/17 TO 03/31/17 IM0099002900000000

PAGE

2 OF 2

90 09837

KINETIC FUNDS I, LLC

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Daily Balance Date Feb 28 Mar 01 Mar 09 Mar 13 Mar 16 Mar 21	Summary Balance 11,930,707.47 11,928,507.47 11,938,507.47 11,931,617.45 11,856,214.05 10,356,214.05	Date Mar 23 Mar 24 Mar 27 Mar 28 Mar 31	Balance 10,351,214.05 10,348,239.05 10,354,631.55 10,345,406.55 10,342,172.85		
Statement Peri	od Rates				
Effective	Mar 01, 2017			Rate 0.010 % 0.010 % 0.050 % 0.050 % 0.050 % 0.050 % 0.050 % 0.050 %	

Case 8:20-cy-00394-MSS-SPF Document 71-1 Filed 05/15/20 Page 18 of 18 PageID 1981 For overdraft credit plans with a fixed Annual Percentage Rate:

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We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS AND CARD TRANSACTIONS

Call us at 1-800-847-1066 for errors involving Card transactions, or for Electronic Transfers call 1-888-340-2265, or write to Harris, P.O. Box 94019, Palatine, Illinois 60094-4019, as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the first statement on which the problem or error appeared. This is the information we will need in order to help resolve the problem:

- Tell us your name, account number, and Card number (if applicable).
- Describe the error or the transaction and the date of the transaction you are unsure about, and explain why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we require that you also inform of us the error in writing within ten Business Days.

We will determine whether an error occurred within 10* Business Days after we hear from you and we will correct any error promptly. If we need more time, however, by law we may take up to 45* days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10* Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If you fail to give us the required written confirmation of your complaint or question, then we may not credit your account or we may revoke the provisional credit we previously gave to you.

We will tell you the results of our investigation within three Business Days after completing our investigation.

*These time periods may be extended as follows. The applicable time is 20 Business Days in place of 10 Business Days for new accounts if the notice of the error involves a transfer to or from the account within the first 30 days your account is open. The applicable time is 90 days in place of 45 days if the notice of error involves a transfer that either (1) was initiated outside the U.S., (2) resulted from a Point-of-Sale transaction, or (3) occurred within the first 30 days your account is open.

(1) OUTSTANDING TRANSACTIONS

TO RECONCILE YOUR CHECKING ACCOUNT

- List and Total all outstanding checks including those still outstanding from previous statements.
- Enter the "Ending Balance" shown on this statement.
- Add deposits and other credits not shown on this statement.
- Subtract the total of outstanding checks as determined in Step 1 above.
- This figure should be your checkbook balance. If it does not agree, review the above steps and if necessary, review your checkbook entries.

NUMBER	AMOUNT	

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6		

RECONCIL EMENT

Date: 07/01/2012

Page 1 of 11

Bahia Del Sol Realty Lic. #2989

Purchase and Sale Agreement

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") dated March 22, 2017 is entered into by and between the following:

- -AS PART OF THE FIRST PART: Ramiro Millán Catasus and Margarita Rosa Torres Rodriguez legally married (hereinafter referred to in this Agreement as the "Seller".
- -AS PART OF THE SECOND PART: Michael Scott Williams, hereinafter referred to in this Agreement as the "Purchaser".

That Seller and Purchaser have the necessary legal capacity and authority to execute this Agreement and to fulfill all its terms, conditions and covenants. Both Seller and Purchaser freely and voluntarily agree to execute this purchase and sale according to the following:

Terms, Covenants and Conditions

Property: Seller is the sole owner of record in fee simple title of the following Properties, hereinafter collectively referred to in this Agreement as the "Properties":

Property A:

Condominium Villa Gabriela, apartment PH 1-A/PH 1-B

109 De la Cruz Street, San Juan, Puerto Rico 00901

Legal Description of PH-1-A:

APARTAMENTO PENTHOUSE "A" (PH-A) URBANA: PROPIEDAD HORIZONTAL. Apartamento PH A, localizado en el tercer piso del Condominio Gabriela's House, con una cabida superficial de tres mil dieciocho punto siete pies cuadrados (3,018.7 p/c), equivalentes a doscientos ochenta punto cuatro metros cuadrados (280.4 m/c). Colinda por el Norte, en una distancia de setenta y un pies nueve pulgadas (71'9"), equivalentes a veintiún punto nueve metros (21.9 m) con la pared exterior del Condominio que da hacia la colindancia con la propiedad marcada con el número 107 de la Calle Cruz; por el Sur, en una distancia de setenta y un pies nueve pulgadas (71'9"), equivalentes a veintiún punto nueve metros (21.9 m), con la pared exterior del Condominio que da hacia la colindancia con la Calle Luna; por el Este, en una distancia de cincuenta y dos pies con seis pulgadas (52'6"), equivalentes a dieciséis metros (16.00 m) con el Apartamento Penthouse B ("PH-B") y por el Oeste, en una distancia de cincuenta y dos pies con seis pulgadas (52'56"), equivalentes a dieciséis metros (16.00 m) con la pared exterior del Condominio que da hacia la colindancia con la Calle Cruz.

A este apartamento le corresponde un dieciséis punto nueve, nueve, cinco ocho porciento (16.9958%) de los elementos Comunes del Condominio.

Page 2 of 11

Inscrita al folio 122 del tomo 195 de San Juan, Finca número 5231, Primera Sección del Registro de la Propiedad de San Juan.

Legal Description of PH 1-B:

APARTAMENTO PENTHOUSE "B" (PH-B) URBANA: PROPIEDAD HORIZONTAL. Apartamento PH B, localizado en el tercer piso del Condominio Gabriela's House, con una cabida superficial de dos mil cuarenta y dos punto ocho pies cuadrados (2,042.8 pc), equivalentes a ciento ochenta y nueve punto ocho metros cuadrados (189.8 mc). Colinda por el Norte, en una distancia de cincuenta y nueve pies nueve punto cinco pulgadas (59'9.5") equivalentes a dieciocho punto dos metros (18.2 m), con la pared exterior del Condominio que da hacia la colindancia con la propiedad marcada con el número ciento siete (107) de la Calle Cruz; por el Sur, en una distancia de cincuenta y siete pies nueve punto cinco pulgadas (57'9.5"), equivalentes a dieciocho punto dos metros (18.2 m), con la pared exterior del Condominio que da hacia la colindancia con la Calle Luna; por el Este, en una distancia de cincuenta y dos pies con seis pulgadas (52'6"), equivalentes a dieciséis metros (16.00) con la pared exterior del Condominio que da hacia la colindancia con la propiedad marcada con el doscientos uno (201) de la Calle Luna y por el Oeste, en una distancia de cincuenta y dos pies con seis pulgadas (52'6"), equivalentes a dieciséis metros (16.00 m) con la pared exterior del Condominio que da hacia la colindancia con el apartamento Penthouse A ("PH-A"). A este apartamento le corresponde un once punto cinco, cero, uno, tres porciento (11.5013%) de los elementos Comunes del Condominio. Inscrita al folio 124 del tomo 195 de San Juan, Finca número 5232, Primera Sección del Registro de la Propiedad de San Juan.

Property B: Condominium Villa Gabriela

Apartment 2-E

109 De la Cruz, San Juan Puerto Rico 00901

Legal description of Apartment 2-E

APARTAMENTO NUMERO DOS "E" (2E): URBANA: PROPIEDAD HORIZONTAL: Apartamento dos "E" (2E) localizado en el segundo piso del Condominio Gabriela's House con una cabida superficial de mil doscientos treinta y uno punto nueve pies cuadrados (1,231.9 p/c), equivalentes a ciento catorce punto cuatro metros cuadrados (114.4 m/c). Colinda por el Norte, en una distancia de veinticuatro pies cinco punto cinco pulgadas (24'5.5"), equivalentes a siete punto cuarenta y cinco metros (7.45 m), con la pared exterior del Condominio que da hacia la colindancia con la propiedad marcada con el numero ciento siete (107) de la Calle Cruz; por el Sur, en una distancia de veinticuatro pies cinco punto cinco pulgadas (24'5.5"), equivalentes a siete punto cuarenta y cinco metros (7.45 m), con el Apartamento dos "D") (2-D); por el Este, en una distancia de treinta y siete pies una pulgada (37'1"), equivalentes a once punto tres metros (11.3 m), con la pared exterior del Condominio que da hacia la propiedad marcada con el numero doscientos uno (201) de la Calle Luna y por el Oeste, en una distancia de treinta y siete pies una pulgada (37'1"), equivalentes a once punto tres metros (11.3 m), con el Apartamento dos "C"(2C) y con el Apartamento dos "D" (2D).

A este apartamento le corresponde un seis punto nueve, tres, cinco ocho porciento (6.9358%) de los

Page 3 of 11

elementos Comunes del Condominio.

Inscrita al folio 118 del tomo 195 de San Juan, Finca número 5229, Primera Sección del Registro de la Propiedad de San Juan.

Property C: Parking Space # 321, located at Cochera San Francisco,

Luna Street # 204, San Juan, PR. 00901

Legal Description of Parking Space 321:

PROPIEDAD HORIZONTAL: APARTAMIENTO DIECISÉIS (16): Unidad comercial de estacionamiento localizada en el tercer nivel del Edificio A del Condominio Cochera San Francisco ubicado en el doscientos cuatro (204) de la Calle Luna, Viejo San Juan, con un área superficial de ciento cuarenta y ocho punto cincuenta pies cuadrados (148.50 pc), (no está cantidad en metros en descripción), y en lindes por el Norte: con el apartamento diecisiete (17); por el Sur, con área comunal, por el Este, con área comunal y por el Oeste, con área comunal. Tiene acceso por el tramo de tránsito vehicular central comunal del tercer nivel que conecta con la rampa desembocando en el antiguo Pasaje Matienzo, hoy área comunal de tránsito vehicular y peatonal y finalmente a la vía pública Calle Luna. La unidad tiene acceso peatonal a la Calle San Francisco a través de las escaleras y ascensor común. Corresponde a dicho apartamento una participación indivisa en los elementos comunes generales del Condominio equivalentes al cero punto seis, seis cero tres porciento (0.6603%).

Consta inscrita al folio 32 del tomo 199 de la Primera Sección de San Juan, Finca número 5434, del Registro de la Propiedad de San Juan.

Property D: Parking Space #325, located at Cochera San Francisco,

Luna Street #204, San Juan, PR 00901

Legal Description of Parking Space 325:

PROPIEDAD HORIZONTAL: APARTAMIENTO DIECINUEVE (19): Unidad comercial de estacionamiento localizada en el tercer nivel del Edificio A del Condominio Cochera San Francisco ubicado en el doscientos cuatro (204) de la Calle Luna, Viejo San Juan, con un área superficial de ciento cuarenta y ocho punto cincuenta pies cuadrados (148.50 pc), (no está cantidad en metros en descripción), y en lindes por el Norte: con área comunal; por el Sur, el apartamento dieciocho (18); por el Este, con área comunal y por el Oeste, con área comunal. Tiene acceso por el tramo de tránsito vehicular central comunal del tercer nivel que conecta con la rampa desembocando en el antiguo Pasaje Matienzo, hoy área comunal de tránsito vehicular y peatonal y finalmente a la vía pública Calle Luna. La unidad tiene acceso peatonal a la Calle San Francisco a través de las escaleras y ascensor común.

Corresponde a dicho apartamento una participación indivisa en los elementos comunes generales del Condominio equivalentes al cero punto seis, seis cero tres porciento (0.6603%).

Consta inscrita al folio 28 del tomo 199 de la Primera Sección de San Juan, Finca numero 5432, del

Page 4 of 11

Registro de la Propiedad de San Juan.

Purchase and Sale; Purchase Price: Subject to the terms and conditions set forth in this Agreement, on the Closing Date (as such term is hereinafter defined) Seller shall sell, transfer and convey the Property to Purchaser and Purchaser shall purchase, acquire and accept the Property from Seller, together with all its rights, easements, servitudes, accesses, privileges, structures, buildings and appurtenances without any limitation whatsoever, free and clear of all tenancies, liens, encumbrances, mortgages, options, claims, litigation, judgments, rights of third parties and other restrictions or limitations affecting the ability to use or transfer the Property.

The Seller and the Purchaser have agreed that the purchase price for the Property is as follows ("Purchase Price"):

PH 1-A	\$625,000.00 (Six Hundred and Twenty Five Thousand Dollars).
PH 1-B	\$475,000.00 (Four Hundred and Seventy Five Thousand Dollars)
Apt. 2-E	\$250,000.00 (Two Hundred and Fifty Thousand Dollars)
Parking 321	\$75,000.00 (Seventy Five Thousand Dollars)
Parking 325	\$75,000.00 (Seventy Five Thousand Dollars)

The total Purchase Price for the Property is \$1,500,000.00 (One Million Five Hundred Thousand US Dollars). Purchaser has placed \$100,000.00 Check #4276 Bank Name: BMO Harris Bank as earnest money deposit of the purchase agreement granted here ("Deposit"), to be applied to the Purchase Price. If the transaction should not be completed, due to Purchaser's default, inaction or breach of any of the terms or covenants in this contract, said deposit will be forfeited by the Purchaser. Seller agrees that if the transaction is not be completed due to Seller's default, inaction or breach of any of the terms and covenants in this contract, said Deposit will be returned in full to Purchaser within 5 working days of default.

At Closing, Purchaser shall pay the Purchase Price as follows:

- (i) \$1,410,000.00 via wire transfer to the account of Centurion Insurance Agency, Inc. for payment to the Seller.
- (ii) \$90,000 via wire transfer to the account of Real Estate Agent Angela Rios (aka Helen Rios), to cover the Real Estate Agent's commission.

As such, at Closing, the Check #4276 for the Deposit referenced above shall be returned to Purchaser. Furthermore, as set forth below, Seller shall be solely and exclusively responsible for any commissions or fees payable to Angela Rios and Seller hereby expressly authorizes Purchaser to make payment of the real estate agent's commission on their behalf.

Financing: Purchaser has represented that he shall not require financing for the purchase and sale transaction contemplated herein, therefore Purchaser shall pay the Purchase Price to Seller on the

Page 5 of 11

Closing Date (as hereinafter defined), as set forth above under "Purchase and Sale; Purchase Price", via wire transfer. As of the date hereof, Seller has provided Purchaser with the corresponding wire transfer instructions.

Closing Date: The consummation of the purchase and sale contemplated herein (the "Closing") shall take place on March23, 2017, or such other date and time agreed to in writing by the parties hereto. The date when the Closing shall occur is herein referred to as the "Closing Date".

Property – **Free of Liens.** The Property shall be conveyed free and clear of all tenancies, liens, encumbrances, mortgages, options, claims, litigation, judgments, rights of third parties and other restrictions or limitations affecting the ability to use or transfer. From and after the date of this Agreement and through the Closing Date, Seller shall not constitute, create or permit to exist upon the Property any tenancies, liens, encumbrances, mortgages, easements, restrictions, litigation, judgments, claims, options and rights of third parties.

For the avoidance of doubt, Seller shall be responsible for cancelling the mortgages encumbering PH 1-A, PH 1-B and Apartment 2-E, as described in **Exhibit A** of this Agreement and any other mortgages currently encumbering the Property.

With respect to the mortgages described in **Exhibit A**, Sellers represent that the outstanding balance of the promissory note secured by the mortgage encumbering Property A (PH 1-A and PH 1-B) as of March thirty-first (31st), two thousand seventeen (2017), is SIX HUNDRED SIXTY-TWO THOUSAND SIX HUNDRED FIFTEEN DOLLARS AND TWENTYONE CENTS (\$662,615.21) and that outstanding balance of the promissory note secured by the mortgage encumbering Property B (Apartment 2-E) as of March thirty-first (31st), two thousand seventeen (2017) is ONE HUNDRED FIFTY-TWO THOUSAND THREE HUNDRED SIXTY EIGHT DOLLARS AND NINE CENTS (\$152,368.09). Sellers represent to Purchaser and hereby covenant that the amount of EIGHT HUNDRED FOURTEEN THOUSAND NINE HUNDRED EIGHTY DOLLARS AND THIRTY CENTS (\$814,980.30) of the Purchase Price to be paid by Purchaser under the terms of this Agreement shall be used by Sellers to pay and cancel the outstanding balances described herein. As promptly as practicable after the Closing Date, Seller shall provide Purchaser evidence of such cancellation to Purchaser's satisfaction, including but not limited to, pay-off letters from the financial institution(s) and copies of the duly executed deed(s) of cancellation of mortgage filed in the corresponding section of the Registry of Property.

Personal Property and fixtures: The purchase and sale of the Property includes all the furniture and appliances, personal property and fixtures currently included in the Property except for the art and furniture listed in **Exhibit B** of this Agreement.

Sales Deed: On the Closing Date, the parties agree to execute the deed of sale of the Property, which will be executed before the notary public Ana Toledo. The Seller agrees to execute any other deeds, instruments and documents necessary for the cancellation and/or release of record of any liens and encumbrances on the Property.

Closing Costs: The closing costs in connection with the execution of the deed of purchase and sale for the Property shall be allocated among the Seller and Purchaser as follows:

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Page 6 of 11

- a. Legal Fees, Stamps and Vouchers Original of Sale/Purchase Deed and all fees in connection with the Cancellation of encumbrances, liens and/or mortgages affecting the Property shall be paid by Seller. Seller shall pay the customary legal fees, internal revenue and notary stamps of the original of the sales deed; and the customary legal fees, internal revenue and notary stamps and Registry vouchers for the cancellation of any mortgages, liens and/or encumbrances that the Property might have. Seller shall pay the notarial fee in connection with the preparation and execution of the deed of purchase and sale and any deed executed in connection with the cancellation of any encumbrances, liens or mortgages affecting the property.
- b. Stamps and Vouchers Certified Copy of Sale/Purchase Deed. Purchaser shall pay all stamps and vouchers in connection with the first certified copy of the deed of purchase and sale and expenses related to the presentation and recording of the certified copy of sales deed at the Property Registry.

As of the date hereof, Purchaser has received a closing cost statement itemizing the closing costs for which Purchaser is responsible. At Closing, shall pay his corresponding amount of costs via wire transfer to Centurion Insurance Agency, Inc., and the Notary Public authorizing the deed of Purchase and Sale via check.

Except as otherwise expressly provided herein, each party shall bear its own costs and expenses in connection with the transaction contemplated in this Agreement, including, without limitation, attorneys' fees, appraisal fees, inspection costs and expenses, title studies and title insurance premiums.

Closing Deliveries of Seller: At Closing, Seller shall tender to Purchaser each of the following:

- a) Negative tax certificates from the Puerto Rico Municipal Tax Collection Center, the Puerto Rico Department of the Treasury and any other applicable government agencies certifying that the Real Property Taxes and Assessments assessed and owed in respect of the Property through the Closing Date have been paid in full.
- b) Evidence that Maintenance Charges with respect to the Property corresponding to the period prior to the Closing Date have been paid in full.
- c) Certificates from the homeowner's association evidencing that HOA Assessments with respect to the Property corresponding to the period prior to the Closing Date have been paid in full.
- d) Evidence that any and all liens, encumbrances and mortgages on the Property have been canceled and/or released, provided however that, as provided for in this Agreement, suitable evidence of cancellation of the mortgages described in Exhibit A shall be delivered as promptly as practicable after the Closing.

Default; Termination due to Seller's Default: If Closing shall not occur due to any causes attributable to Seller and/or Seller defaults on any of its obligations under this Agreement (any one of such events, a "Seller Event of Default"), Purchaser may declare Seller to be in default under the terms of this Agreement and may elect to:

Page 7 of 11

- (1) In addition to any other rights and remedies available under law, initiate breach of contract proceedings to declare Seller in default under this Agreement and/or to seek specific performance of this Agreement; or
- (2) Give written notice to Seller (the "Seller Default Notice"), specifying the Seller's default or defaults and stating that this Agreement shall expire and terminate on the date specified in the Seller Default Notice, which shall be at least five (5) days after the giving of the Seller Default Notice. On the date specified in the Seller Default Notice, Seller shall be required to return to Purchaser the Purchase Price in its entirety, as well as the Deposit, without any deductions or set offs, and this Agreement shall expire and terminate and thereafter Purchaser and Seller shall have no further rights and obligations under this Agreement.

Inspection: Purchaser has lived at Property A Penthouse for Ten Months and represents and warrants that he has had enough time and also suitable access to the Property to conduct a complete and thorough examination of the same and before signing the Agreement. Purchaser has undertaken and completed to its satisfaction such inspections, and Purchaser and Seller have been advised by Bahia Del Sol Realty on Law 93 approved May 16, 2006, on the need and convenience of conducting a physical inspection by a licensed professional duly certified by the Commonwealth of Puerto Rico. Prior to the signing of this contract Purchaser is satisfied in all respects regarding the property and accepts it in the state it is ("as is").

Existing Lease of Apartment 2-E: Apartment 2E is currently leased to Mathew Sowders member of the U.S. Coast Guard. The lease termination date is September 14, 2017 and the monthly rent payable under the lease is \$1,650.00. Rent payments are due on or before the 15th of every month. Seller is holding a refundable security deposit in the amount of \$1,650.00 to be returned to the tenant unless there are any damages not due to normal wear and tear. Seller agrees to pay the \$1,650.00 security deposit to the Purchaser no later than the Closing Date. The Tenant has expressed to the Realtor his wish to move out of the apartment at the end of April or May 2017. Seller has provided Purchaser a copy of the lease of Apartment 2-E.

Lead Paint Notification. The parties acknowledge that if the Property has been built prior to 1978, Residential Lead Base Paint Hazard Reduction 42 USC § 4852 shall apply to the purchase transaction. This law requires the seller and his agent or broker to disclose to the purchaser any knowledge they might have about the presence of lead-based paint on the Property and the dangers it presents. The law further requires that the seller provide the purchaser with a brochure and disclosure statement prepared by the Federal Agency for Environmental Protection for the purpose. In accordance with the foregoing, Seller and his agent/broker certify that they are not aware of the existence of lead-based paint or hazard of lead-based paint in the Property covered by this Agreement. Purchaser agrees and acknowledges that if the deed of sale is signed within ten (2) days from the date of signing this contract, he shall be freely and voluntarily giving up his right to inspect the property for the purpose aforesaid. Purchaser further acknowledges that he has been given a pamphlet and copy of the disclosure statement related to lead-based paint during concurrently with the execution of this Agreement.

Equipment in the Property: Purchaser acknowledges that Seller makes no warranty regarding any equipment, appliances or machinery that may be within the Property.

Page 8 of 11

Property Taxes; Utilities: Property taxes due on the Property subject of this contract shall be the responsibility of Seller up to the Closing Date, and from that date forward shall be the responsibility of Purchaser. Seller certifies that Property A Villa Gabriela Penthouse is currently tax exempt from paying property taxes at Municipal Revenue Collections Center ("CRIM") for being located in a historic zone. Purchaser warrants and represents that he has been advised by Seller that such exemption is transferable and valid for the 10-year period expiring on December 31, 2024 (Department of Treasury) and June 30, 2025. Renewal of the exemption is not automatic and it is Purchaser's sole responsibility to make the necessary arrangements for the transfer of ownership and renewal of such exemption with the Department of Treasury. Effective as of the Closing Date, Purchaser shall be defended, indemnified and held harmless by Seller from all Real Property Taxes and Assessments, penalties, interest and surcharges and costs and expenses assessed against the Property corresponding up to the period prior to the Closing Date. All utility charges including, but not limited to, water, sewage, electricity, gas, telephone, internet and cable television service charges (collectively the "utility charges") with respect to the Property corresponding to the period prior to the Closing Date shall have been paid in full buy the Purchaser on or prior to the closing date.

Homeowner's Association Fees and Assessments: All monthly Home Owner Association (HOA) fees will be paid in full by the Seller prior to the Closing Date. All ordinary, base, special or specific assessments of any kind and nature (collectively, the "HOA Assessments") declared and imposed by the community where the Property is located (the "Community") with respect to the Property corresponding to the period prior to the Closing Date shall have been paid in full by Seller on or prior to the Closing Date. Effective as of the Closing Date, Purchaser shall be defended, indemnified and held harmless by Seller from all HOA Assessments, including, but not limited to, any penalties, interest and surcharges and costs and expenses, with respect to the Property corresponding up to the period prior to the Closing Date. All HOA Assessments for any period on or after the Closing Date shall be the responsibility of the Purchaser, and, effective as of the Closing Date, Seller shall be defended, indemnified and held harmless by Purchaser from all HOA Assessments, penalties, interest and surcharges and costs and expenses assessed against the Property corresponding to the period commencing on the Closing Date.

Broker: Both parties acknowledge that Bahia Del Sol Realty, Angela Rios (aka Helen Rios) is acting as broker and is in no way responsible for any property defects or misrepresentations on the part of the seller or purchaser. The parties further acknowledge that Angela Rios cannot be held liable in the event of a breach of the terms, conditions and covenants of this contract by either the Seller or the Purchaser. Seller shall be solely and exclusively responsible for any commissions or fees payable to Angela Rios. Seller agrees to pay Angela Rios six percent (6%) of the total aforementioned selling price of the properties and payable at the Closing by way of electronic transfer by the Purchaser.

Choice of Law. This Contract and the rights and obligations of the parties hereto shall be governed and construed in accordance with and governed by the laws of the Commonwealth of Puerto Rico.

Assignment. Purchaser may, without the Seller's prior consent, assign this Agreement to a legal entity owned, controlled or organized by Purchaser. In such event, Purchaser shall notify the Sellers of the assignment no later than five (5) business days after the effective date of the assignment.

Plural; Joiner; Joint and Several: The words "Seller" and "Purchaser", as used herein, shall include the plural as well as the singular. Words used in the masculine gender include the feminine and neuter.

Page 9 of 11

If there is more than one Seller or Purchaser, the obligations imposed here-under upon Seller and Purchaser shall be joint and several.

Valid Signatures: The parties can validate by signing the original or copies of this contract on different dates and/or in different places, regardless of the method by which they were received (on hand, regular mail, messenger, fax, e-mail and/or any other electronic method), as long as the copies of the contract are identical to the original. This procedure will be as effective as if the parties had signed and delivered the original.

IN WITNESS WHEREOF, the parties hereto have	caused thi	s Agreement to be duly executed
as of the day and year first wi	itten abov	e.
Seller: XOCCCCCC	Date:	3-23-2017
ment lie		3-23-2017
Seller:	Date:	J-25-2014.
Purchaser:	Date:	3-23-2017

Page 10 of 11

Exhibit A Mortgages

PH 1-A

Mortgage securing a note in the principal amount of \$876,000.00 with 6% annual interest rate in favor of Santander Mortgage Corporation, constituted pursuant to Deed Number 269 of August 21, 2003 before notary public Santiago Cordero Osorio, recorded at page 122 of Volume 195 of the Registry of Property, San Juan Section I.

PH 1-B

Mortgage securing a note in the principal amount of \$876,000.00 with 6% annual interest rate in favor of Santander Mortgage Corporation, constituted pursuant to Deed Number 269 of August 21, 2003 before notary public Santiago Cordero Osorio, recorded at page 122 of Volume 195 of the Registry of Property, San Juan Section I.

Apartment 2-E

Mortgage securing a note in the principal amount of \$200,000.00 with 5 7/8 % annual interest rate in favor of Santander Mortgage Corporation, constituted pursuant to Deed Number 466 of December 16, 2012 before notary public Orlin P. Goble, recorded at page 118 of Volume 195 of the Registry of Property, San Juan Section I.

Page 11 of 11

Exhibit B
Personal Property Excluded From Sale
[see attachment]

Case 8:20-cv-00394-MSS-SPF Document 71-3 Filed 05/15/20 Page 1 of 3 PageID 1993 BMO Harris Bank

A part of BMO Financial Group

09837

BMO HARRIS BANK N. A. P. O. BOX 94033 PALATI NE, IL 60094-4033 338364

ACCOUNT NUMBER:

4813048676

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Statement Period 03/01/17 TO 03/31/17 IM0099002900000000

PAGE

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IF YOU HAVE QUESTIONS ABOUT ANY OF YOUR BMO HARRIS ACCOUNTS, PLEASE CALL US TOLL-FREE AT 1-888-340-2265. BMO HARRIS BANK N.A. MEMBER FDIC. EQUAL HOUSING LENDER. NMLS401052 VISIT US ONLINE AT WWW.BMOHARRIS.COM.

90

KCL SERVICES, LLC 1800 SECOND ST SUITE 955 SARASOTA FL 34236

CHECKING ACCOUNTS

BUSINESS ADVANTAGE CKG ACCOUNT NUMBER 4813048676	(Checking)
Interest Paid YTD Interest Paid Previous Year	4.31 45.58
DEPOSIT ACCOUNT SUMMARY	
Previous Balance as of Februa 7 Deposits 4 Withdrawals Interest Paid Ending Balance as of March	(Plus) 1,511,151.01 (Minus) 1,516,291.51 (Plus) 4.19 31, 2017 3,858.42
Mar 10 75.00 Mar 13 400.00 Mar 21 360.00 Mar 21 1,500,000.00 Mar 23 5,000.00 Mar 27 1,600.00 Mar 31 3,716.01	Description REMOTE DEPOSIT REMOTE DEPOSIT REMOTE DEPOSIT PC TRANSFER CREDIT PC TRANSFER CREDIT REMOTE DEPOSIT PC TRANSFER CREDIT REMOTE DEPOSIT PC TRANSFER CREDIT
Withdrawals and Other Debits Date Amount Mar 23 250.00 Mar 23 90,000.00 Mar 23 1,422,325.50 Mar 31 3,716.01	OP 170323245228 OUTGOING PAYMENT MTTRF OUTGOING WIRE FED WIRE TRANSFER DEBIT 170323245229 OUTGOING WIRE FED WIRE TRANSFER DEBIT 170323245230

Case 8:20-cv-00394-MSS-SPF Document 71-3 Filed 05/15/20 Page 2 of 3 PageID 1994 BMO Harris Bank

A part of BMO Financial Group

BMO HARRIS BANK N. A. P. O. BOX 94033 PALATI NE, IL 60094-4033 338365

ACCOUNT NUMBER:

4813048676

Statement Period 03/01/17 TO 03/31/17 IM0099002900000000

PAGE

2 OF

2

90 09837

KCL SERVICES, LLC

0

Daily Balance Date Feb 28 Mar 10 Mar 13 Mar 21	Summary Balance 8,994.73 9,069.73 9,469.73 1,509,829.73	Date Mar 23 Mar 27 Mar 31	Balance 2,254.23 3,854.23 3,858.42		
Statement Peri	lod Rates				
Effective	Mar 01, 2017 -	5,000 10,000 25,000 50,000 100,000 250,000 500,000	to 4,999 to 9,999 to 49,999 to 49,999 to 249,999 to 499,999 to 499,999 to 99,999,999	Rate 0.010 % 0.010 % 0.050 % 0.050 % 0.050 % 0.050 % 0.050 % 0.050 %	

Important information about your Consumer Overdraft Credit Line Account

Case 8:20-cv-00394-MSS-SPF Document 71-3 Filed 05/15/20 Page 3 of 3 PageID 1995 For overdraft credit plans with a fixed Annual Percentage Rate:

The periodic rate and corresponding Annual Percentage Rate does not change.

For overdraft credit plans with a variable Annual Percentage Rate:

The periodic rate and corresponding Annual Percentage Rate for this plan is a variable rate which can change monthly. (See your account agreement for details on how the Annual Percentage Rate is determined.)

CALCULATION OF BALANCE SUBJECT TO INTEREST RATE FOR CONSUMER OVERDRAFT CREDIT LINE ACCOUNTS

We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any new advances, and subtract any payments or credits. This gives us the daily

The interest charge begins to accrue on the date an advance is posted to the account. The interest charge continues to accrue on the unpaid principal balance after the statement has been printed and mailed to you. There is no "grace period" or "free ride period" which would allow you to avoid an interest charge.

WHAT TO DO IF YOU THINK YOU FIND A MISTAKE ON YOUR CONSUMER OVERDRAFT CREDIT LINE ACCOUNT STATEMENT

If you think there is an error on your statement, write to us at: Harris, Attn: Billing Department, Servicing Dept. D, 3800 Golf Road, P.O. Box 5043, Rolling Méadows, IL 60008.

In your letter, give us the following information:

- Account information: Your name and account number.
 Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.

 The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.

 We can apply any unpaid amount against your credit limit.
- We can apply any unpaid amount against your credit limit.

Credit Information

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS AND CARD TRANSACTIONS

Call us at 1-800-847-1066 for errors involving Card transactions, or for Electronic Transfers call 1-888-340-2265, or write to Harris, P.O. Box 94019, Palatine, Illinois 60094-4019, as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the first statement on which the problem or error appeared. This is the information we will need in order to help resolve the problem:

- Tell us your name, account number, and Card number (if applicable).
- Describe the error or the transaction and the date of the transaction you are unsure about, and explain why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we require that you also inform of us the error in writing within ten Business Days.

We will determine whether an error occurred within 10* Business Days after we hear from you and we will correct any error promptly. If we need more time, however, by law we may take up to 45* days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10* Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If you fail to give us the required written confirmation of your complaint or question, then we may not credit your account or we may revoke the provisional credit we previously gave to you.

We will tell you the results of our investigation within three Business Days after completing our investigation.

*These time periods may be extended as follows. The applicable time is 20 Business Days in place of 10 Business Days for new accounts if the notice of the error involves a transfer to or from the account within the first 30 days your account is open. The applicable time is 90 days in place of 45 days if the notice of error involves a transfer that either (1) was initiated outside the U.S., (2) resulted from a Point-of-Sale transaction, or (3) occurred within the first 30 days your account is open.

(1) OUTSTANDING TRANSACTIONS

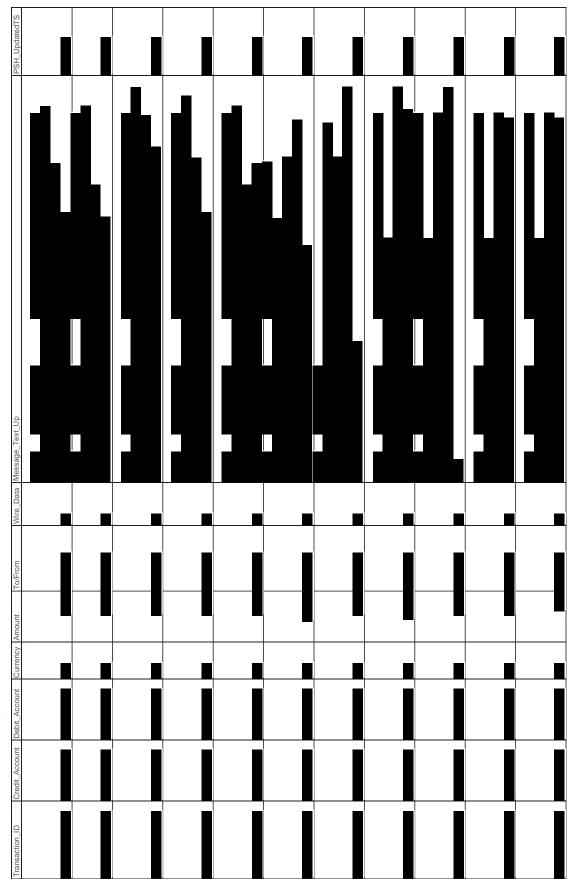
TO RECONCILE YOUR CHECKING ACCOUNT

- List and Total all outstanding checks including those still outstanding from previous statements.
- Enter the "Ending Balance" shown on this statement.
- Add deposits and other credits not shown on this statement.
- Subtract the total of outstanding checks as determined in Step 1 above.
- This figure should be your checkbook balance. If it does not agree, review the above steps and if necessary, review your checkbook entries.

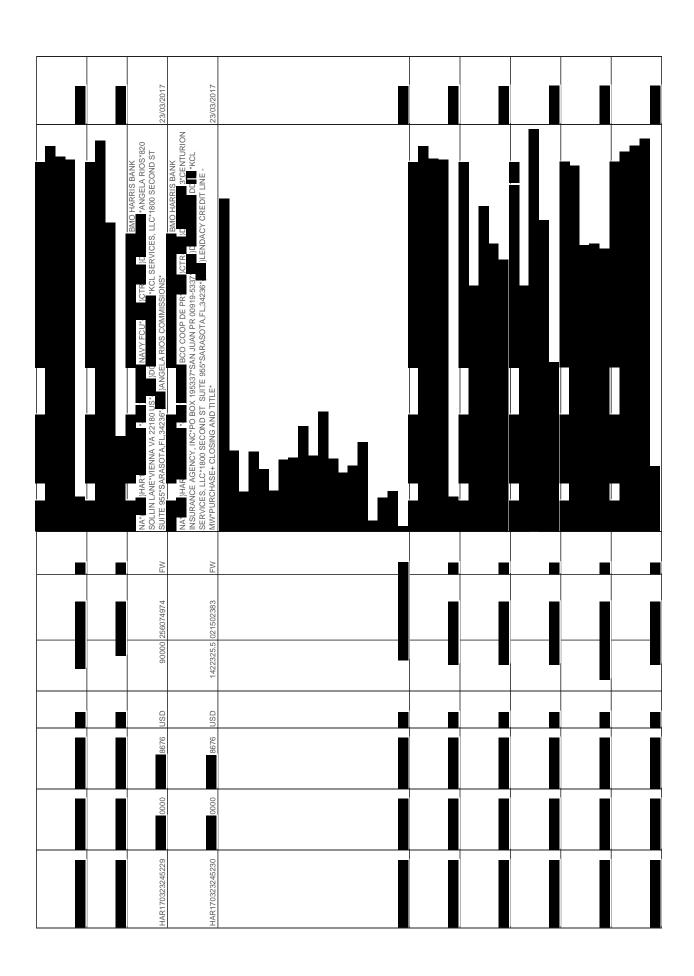
NUMBER	AMOUNT	

	RECONCILEMENT	
② ③		
3		
(4) (5) (6)		
5		
6		

Date: 07/01/2012



Report 1



Case 8:20-cv-00394-MSS-SPF Document 71-5 Filed 05/15/20 Page 1 of 3 PageID 1998_

Statement Summary: Account Number:

April-18

: 150504

Account Title:

Michael Williams

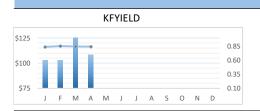
Mailing Address:

KINETIC INVESTMENT GROUP

Portfolio Summary:

FYIELD	116.48	583.47	0.698	407.54	3.50	586.97	68,368.10	Asset Allocation	
								0×	KFYIELDKFINFLTKFGRW
otal				407.54			68,368.10		KFGOLE Others

Market Performance:









Financial

Transactions:

	Fund Trans	actions			Dividend Reinvestmen	t	Total	Cash Tra	nsactions
Fund	Price \$	\$	Shares	%	\$	Shares	Shares	Deposit \$	Withdrawal \$
KFYIELD	116.48	-	-	100%	407.54	3.50	3.50	-	-

KINETIC INVESTMENT GROUP, LLC

1800 2nd Street Suite 955 Sarasota, FL 34236

+1.941.870.9544

www.kineticfunds.com

Kinetic Funds I, LLC clears Interactive Brokers Group, Inc. Prime Services.

You must not rely on the information in this statement as an alternative to financial advice from an appropriately qualified professional. The performance data quoted represents past performance, and is no guarantee of future results. Your returns and the principal value of your investment will fluctuate so that your shares or accumulation units, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance quoted in this statement. Without prejudice to the generality of the foregoing paragraph, we do not represent, warrant, undertake or guarantee; that the information in the statement is correct, accurate, complete, or non-misleading, that the use of guidance in this financial statement will lead to any practical outcome or result. We will not be liable in respect of any business losses, including without limitation loss of or damage to profits, income, revenue, use, production, anticipated returns, business, contracts, or principal investments. This statement is for information purposes only, based on the current data provided and is not an audited financial statement. The data in this report is supplied by, but not limited to; the clearing firm, broker dealer, execution agents, other reporting entities, and/or financial data from exchanges or third-party exchange data providers. If you have any specific questions about any financial, account, tax, or other matter you should consult an appropriately qualified professional.

Case 8:20-cv-00394-MSS-SPF Document 71-5 Filed 05/15/20 Page 2 of 3 PageID 1999

Statement Summary: Account Number: May-18 150504

Account Title:

Michael Williams

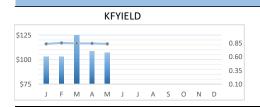
Mailing Address:



Portfolio Summary:

Fund	Price \$	Shares	Div per \$	Div Cash \$	Buy/Sell	Total Shares	Mkt Value \$		
FYIELD	116.07	586.97	0.677	397.26	12,926.30	13,513.27	1,568,528.73	Asset Allocation	
								0%	= KF = KF
otal				397.26			1,568,528.73		• K
								100%	- 01

Market Performance:









Transactions:

	Fund Trans	actions		Γ	Dividend Reinvestmen	t	Total	Cash Tra	nsactions
Fund	Price \$	\$	Shares	%	\$	Shares	Shares	Deposit \$	Withdrawal \$
KFYIELD	116.07	1,500,000.00	12,922.87	100%	397.26	3.42	12,926.30	-	-

KINETIC INVESTMENT GROUP, LLC

1800 2nd Street Suite 955 Sarasota, FL 34236 +1.941.870.9544

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Reports are generated by El Morro Financial, LLC



Case 8:20-cv-00394-MSS-SPF Document 71-5 Filed 05/15/20 Page 3 of 3 PageID 2000

Statement Summary: Account Number:

January-20 150504

Account Title:

Michael Williams

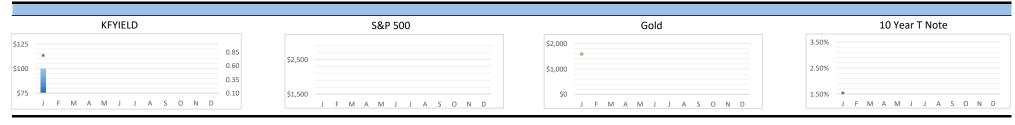
Mailing Address:



Portfolio Summary:

	Mkt Value \$	Total Shares	Buy/Sell	Div Cash \$	Div per \$	Shares	Price \$	Fund
Asset Allocation	1,601,402.06	14,114.08	-	7,761.26	0.550	14,114.08	113.46	YIELD
0%								
	1,601,402.06			7,761.26				otal

Market Performance:



Transactions:

Fund Transactions			Dividend Reinvestment			Total	Cash Transactions		
Fund	Price \$	\$	Shares	%	\$	Shares	Shares	Deposit \$	Withdrawal \$
KFYIELD	113.46	-	-	0%	-	-	-	-	(7,761.26)

KINETIC INVESTMENT GROUP, LLC

1800 2nd Street Suite 955 Sarasota, FL 34236 +1.941.870.9544

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ACCOUNT TITLE

MAILING ADDRESS



STATEMENT PERIOD ACCOUNT NUMBER

CREDIT LIMIT

11/01/2019 - 11/30/2019 1304300001 1,517,000.00

ACCOUNT SUMMARY

	монтн
Beginning Period Debt	(1,605,763.92)
Current Period Adjustments	
+ Payments	5,000.00
- Withdrawals	0.00
Total Period Charges	(2,049.03)
Ending Debt Balance	(1,602,812.95)

TRANSACTION HISTORY

DATE		CREDIT	DEBIT
11/26/2019		5,000.00	-
11/30/2019	Interest Charged	-	(2,049.03)
		-	-
		-	-
		-	-
		-	-
		-	-

Payable to:	KCL Services	APR	1.55333%
	1800 2nd St., Suite 855	MINIMUM DUE	85,812.95
	Sarasota, FL 34236	DUE DATE	12/31/2020
	(941) 870-9544	PAST DUE	83,763.92

Total Periodic Charge(s) is(are) based on the current Federal Funds rate (Index) plus interest (Margin) in accordance with your Credit Facility Agreement and Truth in Lending Disclosure (CFA). Beginning Credit Line balance is based on KCL Services, LLC's approval process and may be changed with or without notice in KCL Services, LLC's sole and absolute discretion. No funds held by KCL Services, LLC are insured by any federal agency, other person, agency or entity. Past due amounts are subject to additional interest charges. Please refer to your CFA and contact your Client Director for additional information