

# FAX COVER SHEET

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TO

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COMPANY

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FAX NUMBER      17038139793

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FROM              Alex Clug

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DATE              2020-11-23 23:29:58 GMT

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RE                Request for Reconsideration, File No. 3-16318

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COVER MESSAGE

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# Fax

**To:** Secretary of the Securities Exchange Commission

**From:** Alexandre Clug

**Fax:** 703-813-9793

**Pages:** 1 of 33

**Phone:**

**Date:** Nov 23, 2020

**Re:** Request for Reconsideration, File No. 3-16318

**cc:**

Urgent     For Review     Please Comment     Please Reply     Please Recycle

Please deliver the following pages to the Secretary of the Securities Exchange Commission.

Thank you.



On June 21, 2018, the Supreme Court issued its decision in *Lucia v. SEC*. In *Lucia*, the Court held that the Commission's ALJs were appointed in a manner that violated the Appointments Clause of Article II of the Constitution. The Court remanded for the Commission to provide the respondent with a new hearing before a hearing officer who was properly appointed and had not participated in the matter previously.

## **II. Argument**

I respectfully request the Commission to reconsider its Opinion insofar as it found that I had the ability to pay the full amount of civil penalties and disgorgement. The Commission stated that it was not "plac[ing] significant weight" on the ALJ's finding of inability to pay because it did not appear that the ALJ "had all the information relevant to" that issue. Opinion at 40, n. 151. However, the same information that the Division pointed to in the appeal was also raised to the ALJ before his April 20, 2018 decision. At that time, the shares of the company AVRA, which the Commission states were of a large value, were at that time still for untradeable shares in a company with no revenues and no value to me except for perhaps the \$100 that was paid for the shares. While the market price of a share may show and thus imply a value, the reality, thus real value to the holder of those shares, can be very different if the shares cannot be deposited and much less traded. Time also proved that they were never of any value to me and I was never able or allowed to deposit them, and I no longer own those shares. More details on that below. Therefore, I ask the Commission to reconsider its decision to not accord significant weight to the ALJ's findings.

The Commission appears to have based its decision that I had not shown an inability to pay on the finding that I had obtained gainful employment, purchased a house, and had undisclosed assets in the form of a beneficial ownership of shares of penny stock that "appear to have been worth more than \$3 million in January 2019." Opinion at 40-41. I respectfully submit that the Commission's conclusion that I have assets to cover the amount of the award is not supported for the following reasons.

A. Lack of Gainful Employment. As the Commission notes, I disclosed, and AVRA's July 24, 2018 Form 8-K reflects, that I "resigned" from my 'gainful' employment with the company. The "resignation" was required by my involvement in these proceedings. It resulted from an email from OTC Markets Group to my employer at the time stating that they would not allow my employer to get listed on the OTCQB Marketplace if I remained an employee. I have attached in Exhibit B the letter from OTC Markets Group and a copy of the filing of my resignation. I have previously filed financial affidavits with the Commission that show my dire financial situation and inability to pay. I would like to respectfully highlight to the Commission that I have not been able to obtain full time "gainful employment" since my forced resignation in July 2018. [REDACTED]

[REDACTED]

Unfortunately, he was not able to pay me for several months of this year but am hopeful that I will receive the missing payments and will hopefully resume my regular payments but there are no guarantees and I do not know how long this work will last. With the release of the Commission's Opinion, my employment prospects are unlikely to improve. Because traditional employers will not hire me based on the results of a background check, and unfortunately also based on recent experience, I can only hope to provide for my family by working for friends and family or trying to work for myself. I have recently obtained a real-estate license and hope to make some inroads there but to date I have made no income as a realtor. I am also shut out of most financial institutions such as bank and brokerage accounts. I have attached some examples of this in Exhibit A where, sequentially, Citibank, Scottrade (which became TD Ameritrade), and E-Trade all closed my brokerage and/or bank accounts.



listed historical share prices of AVRA. But the true value of the shares is, in fact, de minimis due to my and my wife's inability to deposit them anywhere, much less trade them, limited trading volume and lack of a market for the shares of this startup company that was not generating any revenues. The same July 13, 2017 filing notes that Clug received the shares for approximately \$100, when the company "sold an aggregate of 5,899,600 shares to our founders, initial shareholders and initial investors in a private offering for aggregate consideration of \$590." And due to the lack of a market for the shares, the same filing states that the "[v]olume weighted average exercise/fair value price per share for all options awarded is \$0.117." While AVMR shares closed at \$0.36/share on the date the Commission issued its Opinion, the volume of trading was only 882 shares. Most days the volume is zero. Thus, liquidating a large block of shares would require offering them at a price far below \$0.36 and take a long period of time. This all assumes that I, or my wife, could have deposited these shares into a brokerage account and sold them at the market price. This is not the case. Firstly, due to these SEC proceedings, no brokerage house will allow me to deposit penny stock shares, even if it were for a fully reporting company, and Avra has not been reporting for a year now, and secondly, because I was the original owner of the shares, they will also not allow my wife, to whom I had transferred the shares to (See Exhibit C), to deposit or trade any of them either. This assumes that AVRA was fully reporting, which it is not, and any shares could be deposited, which they cannot. Thus, the AVRA shares have at all times had a de minimis value, far below the amount of the civil penalties and disgorgement, at all relevant times. It should also be noted that the Company has not reported a Form 10-K or 10-Q since 2019. These shares are thus un-depositable and

untradable for either me or my wife. Due to our financial difficulties, and the apparent dire prospects for the company shares, in June of 2020, my wife found an acquaintance willing to buy them all in a private transaction for \$10,000, which amount has not yet been completely paid. See Exhibit D.

I would humbly also like to highlight to the Commission some points as to why the ALJ may have found me, after two weeks of hearings and testimony, to be “a hard-working, generally good person.” Initial Decision 80. I voluntarily abided by a proposed cease and desist order from the day it was filed by the Division, although investors pressured me to find more funds to keep Aurum Mining LLC going, primarily via its Alta Gold mine. I instead invested my meagre savings to keep the business going in the hope of packaging it enough to be able to sell it or ‘merge’ it and thus get some money back to investors. I obtained a NI-43101 standard mining report showing that there was indeed potential gold at the Alta Gold mine. I demonstrated my abidance to a recommendation, voluntarily, of a cease & desist by the Division and continued, via my own work and investments, to work for the investors and try to get a return to those investors. It was I that informed investors of Crow’s competitive mineral processing plant and led the work with investors to remove him from Aurum Mining LLC and remove him from any and all managerial duties (Tr. 1562). At the same time, I also voluntarily ensured that the consulting contracts between Corsair and Aurum were cancelled, stopping any potential payments to me in the process. I thus continued working for free and put in what savings I had back into the operations. I hope that the Commission sees this as my continuing effort to always do the right thing by investors.

For these reasons, I respectfully request the Commission to reconsider its finding that I have the ability to pay the full civil penalties and disgorgement. I would also like to clarify to the Commission that I did not ‘voluntarily’ accept the option of continuing with the original procedure



whereby the Commission would be reviewing my Appeal of the Initial Decision by Administrative Law Judge Jason Patil. If I had had the resources, I would have welcomed another opportunity to defend my actions in another hearing but I simply could not afford to pay counsel to represent me at another hearing and lacked the ability to adequately represent myself against the Division's skilled counsel.

Dated: November 23, 2020

Respectfully submitted,

By: \_\_\_\_\_

Alexandre S. Clug

#### **CERTIFICATE OF SERVICE**

I hereby certify that on November 23, 2020, I served a copy of this Petition by fax and mail to the Commission's Secretary, Office of the Secretary, U.S. Securities and Exchange Commission, 100 F Street, NE, Mail Stop 1090, Washington, DC 20549, and a true and correct copy of the foregoing was furnished via Electronic Delivery to:

Honorable Judge Jason S. Patil at Patilj@sec.gov  
David Stoelting at StoeltingD@sec.gov

# Exhibit A

Executive Response Unit/CSSU  
PO Box 6000  
Sioux Falls, SD 57117

(CITIBANK)

October 18, 2016

Alexandre Clug  
Dolphin Group LLC  
[REDACTED]  
Palm Beach Gardens, FL [REDACTED]

This letter is regarding your account number ending in 0647.

Dear Alexandre Clug,

Effective October 14, 2016 we have closed the above referenced credit card account(s). Additional transactions will not be authorized. If your account has a balance, you remain responsible for repayment of the outstanding balance and will continue to receive monthly statements until the balance is completely paid.

Pursuant to our Card Agreement, we have the right to close your account at our discretion anytime without prior notice. We have chosen to exercise this right.

If you or any other authorized users still have a card, please destroy it.

If you have any questions regarding this notification, please contact our Executive Response Unit at:

PO Box 6000  
Sioux Falls, SD 57117

Sincerely,

Security Operations

Federal regulations require the statement printed below.

NOTICE: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Bureau of Consumer Financial Protection, 1700 G Street, N.W., Washington, DC 20006.



April 11, 2018

Alexandre Clug & Carol Anne Wilson

[REDACTED]  
Jupiter, FL [REDACTED]

RE: TD Ameritrade Account: 422258468

Dear Alexandre Clug & Carol Anne Wilson,

We are writing to inform you we have made the decision to terminate our business relationship with you. This means you must either have a transfer in progress to another brokerage firm by May 11, 2018, or have liquidated and closed your account by that date. To initiate a transfer to another brokerage firm, please contact that firm for the necessary forms and information.

Your TD Ameritrade account has been restricted to liquidating transactions only. If your account has check writing, ATM/Debit card, etc., please do not use these features as they will not be honored.

If you have not closed your account, or do not have a transfer in progress by the close of business on May 11, 2018, please understand we may liquidate your account and mail you the proceeds in the form of a check, sent to your address of record. Alternatively, at our discretion, stock certificates may be issued for positions held in the account and mailed to your address of record.

TD Ameritrade will not change this decision. Please do not attempt to open a new TD Ameritrade account in the future.

Thank you for your prompt attention to this matter.

Sincerely,

Retail Risk Management  
TD Ameritrade  
1-817-490-2050

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April 11, 2018

Carol Anne Wilson Rollover IRA

Jupiter, FL

**NOTICE OF RESIGNATION OF IRA CUSTODIAN**  
**\*\*\*THIS AFFECTS YOUR IRA\*\*\***  
**(Account number 428164235)**

Dear Carol Anne Wilson Rollover IRA,

Currently, TD Ameritrade Clearing, Inc. serves as custodian of your IRA. Effective thirty (30) days from the date of this notice, TD Ameritrade Clearing, Inc. will resign as custodian of your IRA. Section 408(a) of the Internal Revenue Code requires that an IRA be a trust or custodial account. This means that a trustee or custodian takes title to and holds the assets of the IRA, pursuant to a plan agreement, for the benefit of the IRA owner. You must designate a new custodian or trustee for your IRA within thirty (30) days of this correspondence and provide written notice thereof to TD Ameritrade Clearing, Inc. immediately. Transfer of your existing IRA may then be made to your new IRA custodian or trustee. You may contact TD Ameritrade Clearing, Inc. at:

**200 South 108<sup>th</sup> Avenue**  
**Omaha, NE 68154**

If, within thirty (30) days of the date of this notice, you do not designate a new custodian or trustee and provide due notice thereof to TD Ameritrade Clearing, Inc., we may, at our option, re-register all assets of the IRA in your name and distribute them to you. If you have not closed your account, or do not have a transfer in progress by the close of business on May 11, 2018, please understand we may liquidate your account and mail you the proceeds in the form of a check, sent to your address of record.

All duties or liabilities of TD Ameritrade Clearing, Inc. as custodian to your IRA shall terminate upon any distribution such as that described above. Please be aware that, under federal tax law, you may incur severe financial consequences as a result of such distribution to you including, but not limited to, loss of qualification of IRA status, income tax on the distribution, a tax penalty for early distribution, and loss of taxation deferral privileges.

Your TD Ameritrade account has been restricted to liquidating transactions only. If your account has check writing, ATM/Debit card, etc., please do not use these features as they will not be honored.

TD Ameritrade will not change this decision. Please do not attempt to open a new TD Ameritrade account in the future.

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We appreciate your past patronage, and regret any inconvenience this may cause. If you have questions or concerns regarding this important notice, please consult your tax professional.

Sincerely,

Retail Risk Management  
TD Ameritrade  
1-817-490-2050

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April 11, 2018

Carol Anne Wilson Roth IRA

Jupiter, FL

**NOTICE OF RESIGNATION OF IRA CUSTODIAN**  
**\*\*\*THIS AFFECTS YOUR IRA\*\*\***  
**(Account number 428220571)**

Dear Carol Anne Wilson Roth IRA,

Currently, TD Ameritrade Clearing, Inc. serves as custodian of your IRA. Effective thirty (30) days from the date of this notice, TD Ameritrade Clearing, Inc. will resign as custodian of your IRA. Section 408(a) of the Internal Revenue Code requires that an IRA be a trust or custodial account. This means that a trustee or custodian takes title to and holds the assets of the IRA, pursuant to a plan agreement, for the benefit of the IRA owner. You must designate a new custodian or trustee for your IRA within thirty (30) days of this correspondence and provide written notice thereof to TD Ameritrade Clearing, Inc. immediately. Transfer of your existing IRA may then be made to your new IRA custodian or trustee. You may contact TD Ameritrade Clearing, Inc. at:

**200 South 108<sup>th</sup> Avenue**  
**Omaha, NE 68154**

If, within thirty (30) days of the date of this notice, you do not designate a new custodian or trustee and provide due notice thereof to TD Ameritrade Clearing, Inc., we may, at our option, re-register all assets of the IRA in your name and distribute them to you. If you have not closed your account, or do not have a transfer in progress by the close of business on May 11, 2018, please understand we may liquidate your account and mail you the proceeds in the form of a check, sent to your address of record.

All duties or liabilities of TD Ameritrade Clearing, Inc. as custodian to your IRA shall terminate upon any distribution such as that described above. Please be aware that, under federal tax law, you may incur severe financial consequences as a result of such distribution to you including, but not limited to, loss of qualification of IRA status, income tax on the distribution, a tax penalty for early distribution, and loss of taxation deferral privileges.

Your TD Ameritrade account has been restricted to liquidating transactions only. If your account has check writing, ATM/Debit card, etc., please do not use these features as they will not be honored.

TD Ameritrade will not change this decision. Please do not attempt to open a new TD Ameritrade account in the future.

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April 11, 2018

Alexandre Clug Roth IRA

Jupiter, FL

**NOTICE OF RESIGNATION OF IRA CUSTODIAN**  
**\*\*\*THIS AFFECTS YOUR IRA\*\*\***  
**(Account number 422258658)**

Dear Alexandre Clug Roth IRA,

Currently, TD Ameritrade Clearing, Inc. serves as custodian of your IRA. Effective thirty (30) days from the date of this notice, TD Ameritrade Clearing, Inc. will resign as custodian of your IRA. Section 408(a) of the Internal Revenue Code requires that an IRA be a trust or custodial account. This means that a trustee or custodian takes title to and holds the assets of the IRA, pursuant to a plan agreement, for the benefit of the IRA owner. You must designate a new custodian or trustee for your IRA within thirty (30) days of this correspondence and provide written notice thereof to TD Ameritrade Clearing, Inc. immediately. Transfer of your existing IRA may then be made to your new IRA custodian or trustee. You may contact TD Ameritrade Clearing, Inc. at:

**200 South 108<sup>th</sup> Avenue**  
**Omaha, NE 68154**

If, within thirty (30) days of the date of this notice, you do not designate a new custodian or trustee and provide due notice thereof to TD Ameritrade Clearing, Inc., we may, at our option, re-register all assets of the IRA in your name and distribute them to you. If you have not closed your account, or do not have a transfer in progress by the close of business on May 11, 2018, please understand we may liquidate your account and mail you the proceeds in the form of a check, sent to your address of record.

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1-817-490-2050

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E\*TRADE Securities has a \$60 account transfer fee, which will be deducted from your account at the time of transfer. Once the transfer has been completed, the fee will be reversed back into your account. You will see the fee reversal in the residual (final) sweep transfer from your E\*TRADE account to your new account at the outside firm. If you choose to transfer assets to another brokerage firm, please be aware that you will need to contact the new brokerage firm to initiate the transfer of the account.

If there are no cash balances or securities positions in the account, please be advised E\*TRADE Securities will close the account within the next 30 days.

Please take the necessary action on the account within 30 days from the date of this letter. If action is not taken by this date, E\*TRADE Securities will take action on your behalf.

We regret that E\*TRADE Securities is no longer able to assist with your financial needs.

Sincerely,

E\*TRADE Securities LLC

**PLEASE READ THE IMPORTANT DISCLOSURES BELOW**

The E\*TRADE Financial family of companies provides financial services including trading, investing and banking products and services to retail customers.

Securities products and services offered by E\*TRADE Securities LLC, Member FINRA/SIPC.

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22925614127096

IRA

**E\*TRADE  
FINANCIAL**

April 30, 2018



Mrs. Carol Wilson

Palm Bch Gdns FL

0000000138



Re: Accts #XXXX-6208

Dear Mrs. Carol Wilson,

E\*TRADE Securities LLC ("E\*TRADE Securities") has decided to exercise its discretion to close the above-referenced accounts.

For your review, the E\*TRADE Securities Brokerage Customer Agreement states:

***Termination of Accounts***

*I may close my Account at any time, after all Debit Balances are paid, on written or oral notice to E\*TRADE Securities. E\*TRADE Securities reserves the right to terminate my Account or to block my access to the Service without notice, for any reason or for no reason. The terms and conditions of this Agreement will survive termination of my Account and will continue to apply to any disputed or other remaining matters involving my relationship with E\*TRADE Securities. After the termination of my Account, I will remain liable to E\*TRADE Securities for payment of any indebtedness or obligation to E\*TRADE Securities, plus interest as provided under this Agreement.*

If there is cash and/or positions in the accounts, the following three options are available to settle the accounts:

- You may sell your stock and request a check for the proceeds (minus any applicable charges or payments due).
- You may transfer the accounts to another firm.
- You may request a check for the balance of any funds and a stock certificate(s) for any eligible shares (any applicable charges or payments due will be deducted from the accounts). In the event the accounts contain positions that cannot be transferred and shipped, alternate arrangements will need to be made.

If you wish to request a stock certificate(s) for any eligible shares and a check for the balance of any funds, please mail specific instructions to the following address or call E\*TRADE Customer Service toll free at 1-800-ETRADE-1 (1-800-387-2331) for domestic or 678-624-6210 outside the US.

E\*TRADE Securities  
P.O. Box 484  
Jersey City, NJ 07303-0484

Please be advised that the majority of Non Exchange Listed securities are also Direct Registration System ("DRS") eligible. Paper certificate requests also will be transferred electronically at no charge to the transfer agent via DRS in place of requesting a paper certificate. In the event a security is not DRS eligible, a paper certificate will be mailed for a \$500 fee for domestic companies and a \$250 fee for international companies.

E\*TRADE Securities has a \$60 accounts transfer fee, which will be deducted from your accounts at the time of transfer. Once the transfer has been completed, the fee will be reversed back into your accounts. You will see the fee reversal in the residual (final) sweep transfer from your E\*TRADE accounts to your new accounts at the outside firm. If you choose to transfer assets to another brokerage firm, please be aware that you will need to contact the new brokerage firm to initiate the transfer of the accounts.

If there are no cash balances or securities positions in the accounts, please be advised E\*TRADE Securities will close the accounts within the next 30 days.

Please take the necessary action on these accounts within 30 days from the date of this letter. If action is not taken by this date, E\*TRADE Securities will take action on your behalf.

We regret that E\*TRADE Securities is no longer able to assist with your financial needs.

Sincerely,

E\*TRADE Securities LLC

**PLEASE READ THE IMPORTANT DISCLOSURES BELOW**

The E\*TRADE Financial family of companies provides financial services including trading, investing and banking products and services to retail customers.

Securities products and services offered by E\*TRADE Securities LLC, Member FINRA/SIPC.

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22925614136096  
BROKERAGE

**E\*TRADE  
FINANCIAL**

April 30, 2018



Mr. Alexandre Clug

Palm Bch Gdns FL

0000000037



Re: Accts #XXXX-6208

Dear Mr. Alexandre Clug,

E\*TRADE Securities LLC ("E\*TRADE Securities") has decided to exercise its discretion to close the above-referenced accounts.

For your review, the E\*TRADE Securities Brokerage Customer Agreement states:

***Termination of Accounts***

*I may close my Account at any time, after all Debit Balances are paid, on written or oral notice to E\*TRADE Securities. E\*TRADE Securities reserves the right to terminate my Account or to block my access to the Service without notice, for any reason or for no reason. The terms and conditions of this Agreement will survive termination of my Account and will continue to apply to any disputed or other remaining matters involving my relationship with E\*TRADE Securities. After the termination of my Account, I will remain liable to E\*TRADE Securities for payment of any indebtedness or obligation to E\*TRADE Securities, plus interest as provided under this Agreement.*

If there is cash and/or positions in the accounts, the following three options are available to settle the accounts:

- You may sell your stock and request a check for the proceeds (minus any applicable charges or payments due).
- You may transfer the accounts to another firm.
- You may request a check for the balance of any funds and a stock certificate(s) for any eligible shares (any applicable charges or payments due will be deducted from the accounts). In the event the accounts contain positions that cannot be transferred and shipped, alternate arrangements will need to be made.

If you wish to request a stock certificate(s) for any eligible shares and a check for the balance of any funds, please mail specific instructions to the following address or call E\*TRADE Customer Service toll free at 1-800-ETRADE-1 (1-800-387-2331) for domestic or 678-624-6210 outside the US.

E\*TRADE Securities  
P.O. Box 484  
Jersey City, NJ 07303-0484

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E\*TRADE Securities has a \$60 accounts transfer fee, which will be deducted from your accounts at the time of transfer. Once the transfer has been completed, the fee will be reversed back into your accounts. You will see the fee reversal in the residual (final) sweep transfer from your E\*TRADE accounts to your new accounts at the outside firm. If you choose to transfer assets to another brokerage firm, please be aware that you will need to contact the new brokerage firm to initiate the transfer of the accounts.

If there are no cash balances or securities positions in the accounts, please be advised E\*TRADE Securities will close the accounts within the next 30 days.

Please take the necessary action on these accounts within 30 days from the date of this letter. If action is not taken by this date, E\*TRADE Securities will take action on your behalf.

We regret that E\*TRADE Securities is no longer able to assist with your financial needs.

Sincerely,

E\*TRADE Securities LLC

**PLEASE READ THE IMPORTANT DISCLOSURES BELOW**

The E\*TRADE Financial family of companies provides financial services including trading, investing and banking products and services to retail customers.

Securities products and services offered by E\*TRADE Securities LLC, Member FINRA/SIPC.

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22925614136096  
BROKERAGE



# Exhibit B

**Alex Clug**

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**From:** Kyle Davies <kyle@otcmarkets.com>  
**Sent:** Monday, July 23, 2018 3:41 PM  
**To:** bcohen@avramedical.com; Alex Clug  
**Cc:** Rachel Nussbaum  
**Subject:** Avra Med Robotics Inc. (AVMR) - OTCQB Application

Barry,

Thank you for submitting an OTCQB Application for Avra Med Robotics Inc. (AVMR). We appreciate the company's responsiveness to all of our requests throughout the application process, however, we have now concluded our review and determined not to approve your OTCQB Application. This decision was based on our findings regarding the matter of Alexandre Clug, Aurum Mining, Panam Terra and The Corsair Group.

We will not consider an application for the OTCQB Marketplace at this time under the current circumstances. Please let us know how you would like your annual fee to be refunded. If you have any questions don't hesitate to reach out.

Regards,

**Kyle M.J. Davies**  
Compliance Analyst  
OTC Markets Group  
100 M Street SE / Suite 220 / Washington, DC 20003  
Office: (212) 896-4402

Website: <http://www.otcmarkets.com/home>  
Twitter: <https://twitter.com/OTCMarkets>  
Facebook: <https://www.facebook.com/OTCMarkets>  
LinkedIn: <https://www.linkedin.com/company/otc-markets-group>

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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM 8-K  
CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (date of earliest event reported): July 24, 2018

AVRA MEDICAL ROBOTICS, INC.  
(Exact name of registrant as specified in charter)

Florida  
(State or other jurisdiction of incorporation)

333-216054  
(Commission File Number)

47-3478854  
(IRS Employer Identification No.)

3259 Progress Drive, Suite 112A, Orlando, FL 32826  
(Address of principal executive offices and zip code)

(407) 956-2250  
(Registrant's telephone number including area code)

Former Name or Former Address (If Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of registrant under any of the following provisions:

- Written communications pursuant to Rule 435 under the Securities Act (17 CFR 230.435)
- Soliciting material pursuant to Rule 144-12(b) under the Exchange Act (17 CFR 240.144-12)
- Pre-commencement communications pursuant to Rule 144-2(b) under the Exchange Act (17 CFR 240.144-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

When used in this Current Report on Form 8-K, unless otherwise indicated, the terms "AVRA," "the Company," "we," "us" and "our" refer to AVRA Medical Robotics, Inc.

**Item 5.02** **Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

Effective July 24, 2018, Alexander S. Chng resigned as the Company's Vice President of Global Business Development.

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

AVRA MEDICAL ROBOTICS, INC.

Date: July 27, 2018

By: /s/ Barry F. Cohen  
Barry F. Cohen, Chief Executive Officer

# Exhibit C



18 Lafayette Place  
Woodmere, NY 11598  
(212) 828-8436 Main  
(646) 536-3179 Fax

### Transfer Instruction Form

Company Name & CUSIP No: Avra Medical Robotics, Inc. - 05453U 104

Current Shareholder: The Mustang Trust

Certificate Number\*/Book: 125 Total Number of Shares: 1,000,000

Address: 150 Waters Edge Drive, Jupiter, FL 33477

SS or Tax ID Number: [REDACTED]

New Name/Registration: Carol Anne Wilson

New Address: [REDACTED] Jupiter, FL [REDACTED]

SS or Tax ID# [REDACTED] Telephone: [REDACTED] Email: [REDACTED]

Number of Shares Being Transferred: 1,000,000

Transfer Date: Mar 1, 2020 Transfer/Sale price per share: \$0.01

Are these shares a gift?  Yes  No

Are the recipients inheriting the shares from an estate?  Yes  No

Current Owner(s) Signatures: [Signature] Today's Date: Jun 15, 2020

Telephone: [REDACTED] E-Mail: [REDACTED]

**Medallion Guarantee Stamp Area:** For registration/ownership changes - the owner of the certificates must have their signature "medallion guaranteed" by an approved bank, broker, or other financial institution associated with the medallion program, such as STAMP, SEMP or MSR.

[Signatures: Carol Alexandra, Aug Amy]

To obtain a Medallion Signature Guarantee you may contact your bank, broker or via an online solution - [www.eSignatureGuarantee.com](http://www.eSignatureGuarantee.com).

Method of Delivery (if eligible):  Certificate  Book entry  DRS

Certificate Delivery Instructions (if different from the address listed above):

Contact Name: Alex Clug Phone: 305-610-8000

Address: [REDACTED]

\* Please submit your original certificates along with this form as well as applicable W-8/W-9 forms.

# Exhibit D

## STOCK SALE AND PURCHASE AGREEMENT

**STOCK SALE AND PURCHASE AGREEMENT** (the "**Agreement**"), made as of this 30<sup>th</sup> day of June 2020, by and between **Carol Wilson** ("**Seller**") and **Ann Marie Skordy** ("**Buyer**").

### RECITAL

**WHEREAS**, Seller owns shares of common stock of AVRA Medical Robotics, Inc., a Florida corporation (the "**Company**"); and

**WHEREAS**, Seller wishes to sell to Buyer 1,000,000 shares (one million) of the Company's common stock held by Seller (the "**Shares**") and Buyer wishes to purchase the Shares from Seller on the terms and conditions set forth herein.

### AGREEMENT

**NOW THEREFORE**, in reliance on the foregoing recital and in and for the mutual covenants contained herein, the parties hereto agree as follows:

1. **Sale of Shares.** At Closing (as hereinafter defined), Seller shall sell, assign and transfer to Buyer, and Buyer shall purchase from Seller, the Shares, free and clear of all security interests, liens, encumbrances, claims, charges, assessments and restrictions other than restrictions on transfer under federal and state securities laws.

2. **Purchase Price.** The purchase price shall be \$10,000.00 (ten thousand) (the "**Purchase Price**"), payable by Buyer to Seller by bank transfer, wire or check, subject to collection.

3. **Delivery of Shares.** Following complete payment of the Purchase Price by Buyer as provided in **Paragraph 2**, Seller shall cause the company to issue and deliver to Buyer certificate(s), or Book Entry statements from the Company's Transfer Agent, evidencing the Shares registered in Buyer's name, at such time as the Company issues certificates evidencing Shares to all its shareholders as of the date of this Agreement. Buyer may make partial payments towards the Purchase Price but will only receive the Shares upon full and complete payment of the Purchase Price. Buyer has until June 30<sup>th</sup>, 2021 to pay the complete Purchase Price and will forfeit any partial payments made if full Purchase Price is not made by June 30<sup>th</sup>, 2021.

4. **Closing.** Closing of the transactions contemplated by this Agreement ("**Closing**") shall take place by electronic or overnight exchange of documents contemporaneously with the execution of this Agreement.

5. **Seller's Representations and Warranties.** Seller represents and warrants to Buyer that:

5.1 Seller has and will transfer to Buyer, good, valid and marketable title to the Shares and, except with respect to the restrictions on transfer under federal and state securities





laws, there are no security interests, liens, encumbrances, claims, charges, assessments or restrictions or any other defects in title of any nature whatsoever on any of the Shares.

5.2 Seller has the right, power, legal capacity and authority to enter into and perform Seller's obligations under this Agreement.

5.3 Except as specifically set forth herein, Seller makes no representations and warranties whatsoever to Buyer, including representations and warranties regarding the Company, its business, condition (financial or otherwise) and prospects.

6. **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller that:

6.1 Buyer has the right, power and legal capacity to enter into and perform such Buyer's obligations under this Agreement.

6.2 Buyer is an "**accredited investor**" as defined in Rule 501(a) under the Securities Act of 1933 as amended and has made its own investigation of the Company and is fully familiar with the Company, its business, condition (financial or otherwise) and prospects.

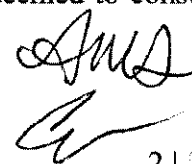
6.3 Except as specifically set forth herein, each Buyer makes no representations and warranties whatsoever to Seller, including representations and warranties regarding the Company, its business, condition (financial or otherwise) and prospects.

7. **Binding Upon Successors and Assigns.** Subject to, and unless otherwise provided in, this Agreement, each and all of the covenants, terms, provisions, and agreements contained herein shall be binding upon, and inure to the benefit of, the permitted successors, executors, heirs, representatives, administrators, successors and assigns of the parties hereto.

8. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties with respect hereto and thereto.

9. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears thereon (whether original, facsimile, .pdf or other electronic signature) and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as signatories.

10. **Amendments and Waivers.** Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the party to be bound thereby. The waiver by a party of any breach hereof for default in payment of any amount due hereunder or default in the performance hereof shall not be deemed to constitute a waiver of any other default or any succeeding breach or default.



11. **Applicable Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state of Florida, both substantive and remedial. The parties agree that this Agreement, and any controversies of any nature whatsoever arising under or relating to this Agreement, shall be subject to the exclusive jurisdiction of the state or federal district courts located in Broward County, Florida, and Broward County, Florida shall be the exclusive jurisdiction and venue for any disputes, actions or lawsuits arising out of or relating to this Agreement.

12. **Attorneys' Fees.** If any party to this Agreement seeks to interpret or enforce the terms and provisions of this Agreement, then the prevailing party in such action shall be entitled to recover from the losing party all costs in connection with such action, including without limitation, reasonable attorneys' fees, expenses and costs incurred at the trial court and all appellate levels.

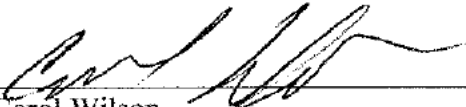
13. **Notices.** Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to have been delivered when hand delivered, one (1) day after being sent by overnight courier or five (5) days after having been deposited in the United States mail, postage prepaid, certified, return receipt requested, addressed to the parties at the addresses set forth below, or to such other address as either party hereto shall from time to time designate to the other party by written notice.

If to Seller: [Redacted]  
Jupiter, FL [Redacted]

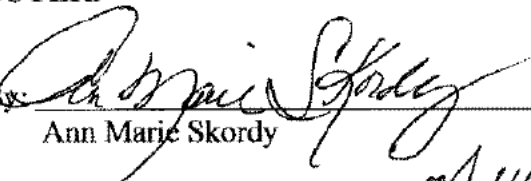
If to Buyer: [Redacted]  
Jupiter, FL [Redacted]

**IN WITNESS WHEREOF,** Seller and Buyer have signed this Agreement as of the date first above written.

**SELLER:**

By:   
Carol Wilson

**BUYER:**

By:   
Ann Marie Skordy  
