

UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

In the Matter of:

MICHAEL W. CROW,
ALEXANDRE S. CLUG,
AURUM MINING, LLC, and
THE CORSAIR GROUP, INC.

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ADMINISTRATIVE PROCEEDING

File No. 3-16318

**ALEXANDRE S. CLUG’S RESPONSE TO DIVISION’S SUPPLEMENTAL BRIEF
DATED JANUARY 15, 2021, PER COMMISSION’S BRIEFING ORDER DATED
DECEMBER 15, 2020¹;**

I, Alexandre S. Clug, submit this Response to the Division’s Brief dated January 15th, 2021, as permitted in the Commission’s December 15, 2020 order.

RESPONSE

The Division’s brief uses rhetoric and inflammatory language, but the facts do not back up its assertions. I have not been able to afford counsel for several years now and must defend myself pro-se as best as I can. It is not a fair fight and the punishments handed out here are equivalent to a professional death penalty. The consequences have destroyed my professional life, and of course severely affected my personal one as well. Despite the disparity in resources and skill between the

¹ Unfortunately, I am still not able to afford an attorney, so I am filing this *pro se*. But for the sake of full disclosure, I note that I did ask an attorney to review this response before filing.

Division and me, it is my hope that the Commission will fairly consider the information I am presenting, and not simply accept the Division's assertions.

The Division's inflammatory allegations begin with "Clug's proven conduct in no way supports any reduction...." The Administrative Law Judge (ALJ) who presided over our hearings over two weeks had the best opportunity to judge my credibility and conduct. Here is what the Administrative Law Judge found about my conduct:

There was no evidence that Clug lived lavishly or spent money recklessly. He appeared to be as a sincere individual who made regrettable decisions, in large part because he attempted to undertake endeavors that he was ill-equipped for. He strove committedly to ensure the businesses succeeded, in order to return money to investors, but was unable to do so. He appears to be a hard-working, generally good person.

Initial Decision at pg. 80.

While the Division says I do not care about the investors, to this day, there has not been a single investor complaint. I hope that the Commission would look at my arguments, present and past, with the lens that perhaps I am indeed being sincere.

In my motion, I provided evidence that the stock holdings the Commission thought would provide assets to use to pay monetary penalties, had a tiny fraction of the value attributed to them by the Commission. I also provided information about my employment and financial situation more generally.

In response, the Division has misconstrued my statements, attributing to me, for example, that I described myself as a hero. I never made any such claim. It was the ALJ that found that I tried to "do the right thing for investors." These were the ALJ's words, not mine. I did immediately

inform and consult with the investors when there had been a potentially competitive operation set-up by the other partner in these procedures and I then voluntarily gave up all compensation and used up my own meagre savings for over a year to try to get a return for all the investors. That does not mean I think I am a hero. But contrary to the Division's assertions, it does demonstrate regret for my involvement in investor losses and a sincere attempt to avoid them.

I. Sworn Financial Information

The Division begins its argument by claiming that I have knowingly failed to update my financial information. That is not true. I am updating my financial information via this and my prior communications. I am *pro se*, have never been told that I needed to update my financial information, and have no prior experience with legal proceedings like this case. I have not had an attorney to advise me on ongoing obligations, and if I needed to submit another financial disclosure, I was unaware of that. While I had thought that my statements as a *pro se* party were equivalent to being under oath, to address the Division's assertion that they were unsworn, below I am certifying under oath the truth of the statements in my motion and this response.

II. Employment

At the same time as the Division accuses me of not being forthcoming about my financial information, the Division tacitly concedes the opposite by admitting that I made disclosures about my current employment situation, then arguing they show an ability to pay the monetary penalties. I have, for almost ten years now, been under the shadow of an SEC administrative case, which has greatly restricted my ability to obtain employment. My motion documents show I had to resign the only full time position I was able to obtain. As I disclosed in my motion, I was able to obtain consulting work for someone who has known me for decades and knows of my values and hard

work ethic. I was not vague about it – I did not list the name of this consulting employer out of fear that it would be dragged into this case and I would lose that work as well.

The Division says the \$5,000.00 per month in compensation I received for the consulting shows “a source of income from which payments can be made.” But even if that income were consistent (which it is not), it is my means of paying for food, clothing, shelter, healthcare, and other necessities of life. Any amount not needed for the necessities of life would be grossly insufficient to pay the hundreds of thousands of dollars ordered in the Commission’s decision, even if I made payments for the rest of my life.

Next, the Division implies that I hid employment with a real estate broker. I, myself, disclosed in my motion that I had obtained my real estate license and was trying to work in the real estate business. The Division’s suggestion that I am a paid employee of a real estate broker is factually incorrect. To be licensed as a “sales associate” in Florida, I am required to work under the supervision of a Broker. See section 475.01(j), Florida Statutes. It in no way makes me an employee or afford me any compensation except for a portion of the commission earned on any sale I make. See Exhibit 3 for a copy of my agreement with this Broker. As I stated in my motion, I am trying to break into real estate sales but have not yet done so. My association with a broker is a necessary part of licensure—it is not employment, not compensated unless I make sales, and is immaterial.

Similarly, the Division suggests that I have additional earning potential because my name appears as a “registered agent” for two companies I registered online at sunbiz.org in Florida. It is true that I have a relationship with Mr. Cohen in that he is a friend. In that capacity, he requested

that I help him register those companies for him, which takes about 5 minutes to do online. As far as I know, neither of the entities that the Division refers to has any operations. And as the designated registered agent for those companies, the only responsibility is to receive and forward “process, notice, or demand pertaining to the corporation which is served on or received by the registered agent.” Section 607.0501, Florida Statutes. I am not a member, manager, employee or receive any compensation from Infinite Mind, LLC, which to my knowledge, is not operational. I am no longer listed as a manager of XYZMINDS, LLC, and it is also not an operating company. There is no earnings potential, undisclosed or otherwise, from the fact that I am friends with Mr. Cohen and helped him register companies online.

III. The Avra Shares

The Commission’s primary basis for increasing the penalties against me was my ownership of a million shares in a startup company called Avra Medical Robotics, Inc., purchased for \$100.00, which the Commission found had a value that made me able to pay a penalty of over half a million dollars. In my motion, I explained that I had no way of getting significant value for those shares because: (1) I could not deposit them in a brokerage account to sell them on the open market; and (2) although the shares had a nominal price of approximately \$3.00 at one point, the trading volume was extremely low and selling one million shares, if even feasible, would have caused the share price to collapse. As a result, as I have documented, my wife sold the shares in a private transaction for a total of \$10,000.00 shortly before the Commission released its decision. I have provided evidence showing this to be true.

The Division cannot dispute any of these points. It merely nitpicks a statement in my motion, taken out of context, to say that there was trading volume on the majority of days in 2020, so I should have said that on “many” days, the trading volume was zero rather than on “most” days. That nitpick does not change the fact that, as the Division’s own exhibit shows, the volume of trading in 2020, even with the share price dropping to as low as \$0.20, was low and would not have allowed me to liquidate one million shares for any significant value even if I could have sold them on the open market. I have also provided evidence that my wife and I have been disallowed from holding brokerage accounts, such that we could not sell the shares through a broker.

More importantly, as stated in my motion, the shares were sold for \$10,000.00. So they are not an asset that can be liquidated to pay the monetary amounts I was ordered to pay. And the sale was arms-length.

Avra has not filed a financial report since the third quarter of 2019. The May 20, 2020 ‘reporting’ that the Division refers to was a filing simply stating that the company was negatively affected by COVID-19². The last time that the Company reported any financials was for its third quarter of 2019³. It is now listed on the OTC platform with a STOP SIGN next to its symbol (Exhibit 1). To my knowledge, that makes it impossible for any broker to accept a deposit of those shares, even if they were not associated with me.

But those shares did have my name associated with them. As I have documented previously, I have had banks and broker after broker close my accounts or refuse to open an

² https://www.sec.gov/Archives/edgar/data/1676163/000121390020012356/ea121892-8k_avramedical.htm

³ https://www.sec.gov/Archives/edgar/data/1676163/000121390019023104/f10q0919_avramedical.htm

account based on these SEC proceedings. Even my wife was not able to deposit any shares (even prior to the Stop Sign) because of my association with the shares. See Exhibit 2 as one example of a broker informing my wife that they are refusing a deposit of shares if they have anything to do with me. Please note that the Mustang Trust, of which my wife is a Trustee, no longer owns the shares. They were transferred to my wife who then entered the agreement, as explained and documented in my prior request for reconsideration, to sell the shares to an individual for \$10,000.⁴ I do not have shares that can be liquidated to pay the monetary penalties.

IV. Property Acquisition

I disclosed in my motion that my wife works at a nearby restaurant. If I needed to disclose my wife's pay rate, I did not know that. She earns \$22 per hour. See Exhibit 4 – a typical pay stub for her showing her hourly rate. Her hours have, unfortunately, been reduced due to the Coronavirus.

Additionally, I voluntarily disclosed in my motion that I had applied for a Veterans Administration (VA) loan to buy a home. After filing the motion, my wife and I were able to close on the purchase of a home for a cost of \$231,000 financed by a \$236,313 no down-payment loan. This is the purchase referred to by the Division. We were only able to qualify for the loan because of my wife's income. My income contributed close to nothing to our loan qualification. See Exhibit 5 for Loan documents. See Exhibit 6 for copies of the last two years of Tax Returns. I hereby also request that the Commission please black out personal and financial information in both this

⁴ The Division says I should have disclosed the sale, but it is unclear when it suggests I should have done that given that the Division also says the transaction is not yet complete. As a pro se litigant, I have no knowledge of these issues and have disclosed it as soon as it appeared relevant.

Response and in the Exhibits such as my and my wife's social security numbers before publishing these documents online.

You will also see from our tax returns that my income has not improved from my prior statements and submissions. I made \$18,000 for the entire year 2019 and lost money in 2018. We have not yet been able to file our 2020 tax return but my situation has not much changed from 2019. I am receiving \$5,000 per month for my consulting work and have not been able to obtain any other work, despite my best efforts.

The Division also suggests we are earning income from rental properties. As noted, the home purchased with a loan of \$236,313 is where my wife and I are now residing. The condo in Miami identified by the Division is actually rented for \$2,500 per month but our costs there are over \$3,300 per month. We have a mortgage payment of \$2,586.39 per month and Home Owners Association dues of \$736 per month. See Exhibit 7. Our renter for the townhouse in Palm Beach Gardens moved out in January of this year and we hope to sell that house. See Exhibit 8. Before that, we received \$2,200 in rent and had monthly costs of \$305 per month in Home Owners Association dues, a pro-rated cost of \$147 per month in insurance, a pro-rated monthly tax amount of \$414, and approximately \$1,500 per month (it has a floating interest rate) due on the personal loan we used to purchase the home that was well documented in my prior response to the Division when they accused me of some nefarious plot to hide that purchase while in fact it made our financial situation worse and the ALJ agreed with this in his ratification and revision order dated April 20, 2018 – AP-5691. This thus left us with a monthly loss of \$166. See Exhibit 9. As that home was purchased with 100% financing, most proceeds of such a sale would be used to repay that loan. The third house that we rent in North Palm Beach rents for \$2,250 and, before repairs

and updates, which are not infrequent as the house was built in 1970, nets us just under \$1,000 per month after a mortgage payment of \$1,279.42 per month. See Exhibit 10. Thus, rental income does not provide me the ability to pay the monetary penalties imposed by the Commission.

CONCLUSION

Based on the foregoing, I respectfully request that the Commission accept my motion for reconsideration and return my total in monetary penalties to \$50,000, per the ALJ's original decision.

Dated: February 16, 2021


Respectfully submitted,

By:  _____

Alexandre S. Clug

CERTIFICATION

I declare under penalty of perjury that the statements of fact made in this Response and in my Motion for Reconsideration are true and correct to the best of my knowledge.

 _____
ALEXANDRE S. CLUG
JUPITER, FLORIDA

CERTIFICATE OF SERVICE

I hereby certify that on February 16, 2021, I served a copy of this Petition by fax 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:

Office of the Secretary at apfilings@sec.gov
David Stoelting at StoeltingD@sec.gov

Dated: February 16, 2021

Respectfully submitted,

/s Alexandre Clug

Alexandre Clug – [REDACTED]

Jupiter, FL [REDACTED]

CERTIFICATE OF COMPLIANCE

I hereby certify pursuant to Rule 450(d) of the Commission's Rules of Practice that This Response to the Division's Supplemental Brief complies with the length limitations set forth in the Commission's Order Requesting Additional Written Submissions dated December 15, 2020. Respondent's Response is 2,538 words.

/s Alexandre Clug
Alexandre Clug

EXHIBIT 1

Quote

Stock Screener

OTC MARKETS
TOTALS

SECURITIES
11,923

DOLLAR VOL
\$2.9B

SHARE VOL
80.5B

TRADES
999,203

Market Activity / Stock / AVMR / Overview

AVMR

Avra Med Robotics Inc.

0.90 -0.20
-18.18%

0.90 / 1.05 (1 x 1)

Real-Time Best Bid & Ask: 12:00pm 02/08/2021
Delayed (15 Min) Trade Data: 11:52am 02/08/2021



Pink No Information



Delinquent SEC Reporting



Transfer Agent Verified

Overview Quote Company Profile Security Details News Financials Disclosure Research

Warning! This company may not be making material information publicly available

Buying or selling a security on the basis of material nonpublic material information is prohibited under Section 10(b) of the Securities Exchange Act of 1934 and Rules 10b-5 and 10b5-1 thereunder. Violators may be subject to civil and criminal penalties.



EXHIBIT 2

lulamay4@yahoo.com

From: Mike Conway <mikec@wdco.com>
Sent: Friday, May 15, 2020 5:11 PM
To: lulamay4@yahoo.com
Subject: AVMR-The Mustang Trust
Attachments: AVMR-The Mustang Trust.pdf

Carol,

I heard back from compliance today on your packet for Mustang Trust. Please see the previous email as to her answer. Unfortunately, they are being extra cautious. I would say they are being overly cautious, and I don't think it's fair but they call the shots and make a final decision. My in-house compliance agrees with them. They are going to refund the \$850 compliance review fee. I am sorry that this happened, but in this environment if there's a connection to an SEC investigation or action, compliance will always err on the side of being overly cautious. The SEC is a judge, jury and executioner for us, since they hold our licenses in the palm of their hand.

Sorry,
Mike

From: Voter, Betsy T (64105)
Sent: Tuesday, May 12, 2020 9:48 AM
To: Mike Conway <mikec@wdco.com>
Cc:
Subject: FW: AVMR-The Mustang Trust secure

Hi Mike,

Can you please confirm whether this is the same Alex Clug that is either the trustee or the beneficiary of this trust? <https://www.sec.gov/litigation/apdocuments/3-16318-event-123.pdf>

Additionally, please have the customer disclose her relationship to Alex Clug.

Thanks,
Betsy

Betsy T. Voter

Partner

T 801.924.4105 | michaelbest.com



Michael Best & Friedrich LLP

COVID-19 Resource Center

CARES Act Relief Resource Center

From: Miyake, Haegyon K (64123)
Sent: Friday, May 08, 2020 4:27 PM
To: Voter, Betsy T (64105)
Subject: FW: AVMR-The Mustang Trust secure

H. Kim Miyake

Legal Assistant

T 801.924.4123 | michaelbest.com



Michael Best & Friedrich LLP

COVID-19 Resource Center

CARES Act Relief Resource Center

From: Mike Conway <mikec@wdco.com>
Sent: Friday, May 8, 2020 3:04 PM
To: Stevens, Vicki M (60468) <vmstevens@michaelbest.com>
Cc: Jim Snow <JSnow@wdco.com>
Subject: AVMR-The Mustang Trust secure

This message was sent securely using Zix®

Vicki,
This is vetting for The Mustang Trust's AVMR shares.
Thanks,
Mike Conway
WD

This message was secured by [Zix](#)®.

Email Disclaimer

The information contained in this communication may be confidential, is intended only for the use of the recipient(s) named above, and may be legally privileged. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in error, please return it to the sender immediately and delete the original message and any copy of it from your computer system. If you have any questions concerning this message, please contact the sender.

EXHIBIT 3

Independent Contractor Agreement between Broker and Associate

PARADISE REAL ESTATE INTERNATIONAL

(**"Broker"**)

is licensed as a real estate broker in the State of Florida and performs acts designated within Chapter 475, Florida Statutes, enjoys goodwill and a reputation for dealing with the public, and maintains an office for the purpose of serving the public as a real estate broker.

ALEXANDRE CLUG

() broker associate (license number BK/BL _____) in the State of Florida and is properly qualified to deal with the public as such.

Effective Feb 24, 2020 ("effective date"), **Broker and Associate** agree to associate pursuant to the following terms and conditions.

1. **Employment Status:** **Broker** retains **Associate** as an independent contractor to assist **Broker** in the performance of real estate-related activities. With respect to the clients and customers for whom service is performed within the scope of this Agreement, **Associate** will be construed to be an agent of **Broker**; otherwise, **Associate** will not be deemed a servant, employee, joint venturer, or partner of **Broker** for any purpose. **Associate** will not be treated as an employee for federal tax purposes with respect to the services performed for **Broker** under this Agreement. **Associate** is responsible for paying her/his own estimated income tax payments, self-employment taxes, occupational taxes, and other taxes, if any, to the appropriate governmental entities. **Broker** will not withhold any taxes from compensation due to **Associate**, nor will **Broker** provide worker's compensation insurance for **Associate**.
2. **Associate Responsibilities:** **Associate** will use her/his best efforts to procure real estate-related business for **Broker** and will conduct her/his business in a reputable manner and in conformance with all laws, rules, regulations, and codes of ethics that are binding upon or applicable to real estate licensees, and with **Broker's** office policy manual, if any.
 - (a) **Compliance:** **Associate** recognizes and acknowledges the obligation to keep abreast of all legal and other issues that affect the real estate industry as they may change from time to time. **Associate** will not commit any act that violates Florida real estate license law.
 - (1) **Fair Housing:** **Broker** and **Broker's** company support and practice Fair Housing principles. **Associate** has been advised that failure to comply with Fair Housing principles will result in appropriate disciplinary action and possible termination of this Agreement. **Associate** warrants and represents that it is **Associate's** intent to attend Fair Housing instructional programs, keep current on developments in Fair Housing as it affects real estate marketing and sales, and comply with the Fair Housing laws and regulations. **Associate** understands this acknowledgment, warranty, and representation and agrees to it voluntarily.
 - (2) **Office Policy Manual:** **Broker** maintains does not maintain an office policy manual. **Associate** has received a copy and agrees to comply with the manual and such modifications, addenda, and changes as may be incorporated therein from time to time.
 - (b) **License Renewal; Continuing Education; Dues:** **Associate** will be responsible for timely renewing **Associate's** real estate license and for completing all legally required continuing education in a timely manner and maintaining the records that evidence such completion as required by the Florida Real Estate Commission. **Associate** will be responsible for paying all license fees, membership dues, and fines.
 - (c) **Broker Supervision:** **Associate** will be deemed to be working under **Broker's** supervision only to the extent required by Chapter 475, Florida Statutes. **Associate** will perform all activities, including those activities **Broker** requires **Associate** to perform, independently without **Broker's** supervision or control.
 - (d) **Broker Property:** **Associate** acknowledges that all pending sales and listings taken during the term of this Agreement are **Broker's** property. All programs, forms, data, keys, manuals, signs, and other paraphernalia relative to the business of **Broker** are **Broker's** property, as are all documents and other items pertaining to transactions.
 - (e) **Property of Others:** In accordance with Florida law, **Associate** will deliver to **Broker**, by the end of the next business day following receipt, any funds or other items that a consumer has entrusted to **Associate** in connection with a real estate transaction.
 - (f) **Responsibility:** **Broker** will not be liable to **Associate** for any expenses incurred by **Associate** nor for any of **Associate's** acts. **Associate** will have no authority to bind **Broker** by any promise or representation, oral or otherwise, unless specifically authorized in writing in a particular transaction. Suits, whether for fees or otherwise, against clients, customers, and others in the real estate business will be maintained only in **Broker's** name. **Associate** is responsible for providing all tools necessary to perform the duties outlined. **Associate** will also be

Broker () and Associate () acknowledge receipt of a copy of this page, which is Page 1 of 3.

responsible for providing **Associate's** own automobile and is responsible for transportation expenses, including insurance in the minimum coverage amount of \$100,000.00 for personal injury protection liability and insurance in the minimum coverage amount of \$300,000.00 for bodily injury liability and insurance in the minimum coverage amount of \$50,000.00 for property damage liability and other expenses incidental to performing **Associate's** duties without receiving any reimbursement from **Broker**. **Broker** will be named as an additional insured in all such policies.

(g) **Indemnification:** **Associate** will indemnify and hold **Broker**, its officers, directors, and employees harmless from all claims, demands, suits, costs, and expenses, including reasonable attorneys' fees at all levels, of whatever nature and description to the extent based on **Associate's** representations, acts, omissions, negligence, willful misconduct, or violation of laws, rules, regulations, codes of ethics, this Agreement, or office policy manual.

3. Broker Responsibilities:

(a) **Access to Listings:** **Broker** will provide **Associate** with access to all current listings of **Broker** and listings made available to **Broker** through offers of cooperation, except those listings that **Broker**, in her/his/its discretion places exclusively in the possession of another associate.

(b) **Access to Facilities:** **Associate** may use **Broker's** then existing office facilities for the performance of **Associate's** duties as described above.

(c) **Compensation:** **Broker** will negotiate all terms and conditions of fees charged clients, including but not limited to the amount and payment date. **Broker** will compensate **Associate** in proportion to **Associate's** output with regard to real estate-related activities and not to hours worked by **Associate**. Such compensation will be solely through commissions as described below or in **Broker's** office policy manual, if any. In the event of conflict between **Broker's** office policy manual and this Agreement, the terms of the office policy manual will prevail. **Broker** may deduct from **Associate's** compensation any amounts due from **Associate** to **Broker**.

(1) **Amount; Payment:** When **Associate** performs any brokerage service for **Broker** and **Broker** earns and collects a fee for such service, **Broker** will pay **Associate** within 1 days after the funds are collected and have cleared:

<u>100*% of the fee as commission for</u>	<u>LISTINGS SOLD AT CLOSING</u>
<u>100*% of the fee as commission for</u>	<u>SALES CLOSED AT CLOSING</u>
<u>100% of the fee as commission for</u>	<u>RENTALS CLOSED AT CLOSING</u>

(2) **Dividing Compensation with Other Licensees:** If two or more associates participate in rendering a brokerage service to the public, or claim to have done so, **Broker** will determine, in **Broker's** sole and absolute discretion, the amount of the fee due **Associate**.

(3) **Incentives:** If a seller or listing office offers a premium, bonus, or other incentive, if such premium, incentive, or bonus is in the form of money, then ASSOCIATE WILL BE PAID SAME UPON CLOSING AND COLLECTION OF CLEARED FUNDS

If such incentive is other than money (i.e., a cruise, trip, or other matter having economic value but not delivered in money), then such premium, bonus, or incentive will go to **Broker** **Associate**. If a nonmonetary incentive goes to **Associate**, **Broker** will report the fair market value of the incentive as income to **Associate**, as **Broker** must collect and deliver the incentive to **Associate** to preserve the respective legal positions of the parties.

(4) **Benefits:** **Associate** will be provided no minimum salary, vacation pay, sick leave, or any other fringe benefit.

(5) **Collection of Fees:** **Broker** will not be required to prosecute or sue any party in order to collect any fee for services performed by **Associate**. However, if **Broker** incurs attorney's fees and costs in the collection of or attempt to collect a fee, such amounts will be deducted from **Associate's** commission in the same proportion as provided for herein in the division of the fee.

(6) **Compensation after Termination of Agreement:** After termination of this Agreement, **Broker** will pay **Associate** any amount earned before termination less amounts owed to **Broker** and amounts **Broker** must pay another licensee to complete pending transactions for which **Associate** was responsible before termination.

4. Errors and Omissions Insurance: **Broker** maintains Errors and Omissions insurance which coverage includes **Associate**. **Associate** will pay a portion of Errors and Omissions coverage as follows: \$35.00 PER CLOSED TRANSACTION (RENTALS EXCLUDED), CAPPED AT 10 TRANSACTIONS PER YEAR.

Broker  and Associate  acknowledge receipt of a copy of this page, which is Page 2 of 3.

5. **Term; Termination:** This Agreement will be in effect for 5 year(s) from the effective date. Either party may terminate this Agreement by 5 days' advance written notice to the other party. **Broker** may terminate this Agreement without notice for wrongful conduct by **Associate**. Failure by either party to maintain active licensure status pursuant to Chapter 475, Florida Statutes, will be deemed automatic termination. **Associate** will not, after termination of this Agreement, use to her/his own advantage, or to the advantage of any other person or entity, any information gained from the business of the **Broker** relating to property for sale, lease, or rental, or **Broker's** customers or clients. Upon termination of this Agreement, **Associate** will return all **Broker's** property to **Broker** with no copies made or retained by **Associate**.
6. **Confidentiality:** **Associate** acknowledges that **Broker** may disclose confidential information to **Associate** during the course of this Agreement. Any such information that is or should be reasonably understood to be confidential or proprietary to **Broker**, including mailing lists, customer and client lists, sales, costs, unpublished financial information, product and business plans, projections, marketing data, computer data, computer programs and supporting documentation, and **Broker's** office policy manual, if any, are considered confidential property of **Broker**. **Associate** will take reasonable steps and use due care during the term of this Agreement and after its termination to prevent the duplication or disclosure of confidential information, other than by or to **Broker's** employees or agents who must have access to the information to perform their duties for **Broker**.
7. **Dispute Resolution:** This Agreement will be construed under Florida law. All disputes between **Associate** and another associate in **Broker's** firm will be resolved by **Broker**. All disputes between **Broker** and **Associate** will be mediated under the rules of the **American Arbitration Association** or other mediator agreed upon by the parties. The parties will equally divide the mediation fee, if any. In any litigation between **Broker** and **Associate**, the prevailing party will be entitled to recover reasonable attorneys' fees and costs at all levels, unless the following box is checked: **Arbitration:** Any dispute not resolved by mediation will be settled by neutral binding arbitration in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration or litigation (including appeals and interpleaders) will pay its own fees, costs, and expenses, including attorneys' fees at all levels, and will equally split the arbitrators' fees and administrative fees of arbitration.

8. **Additional Terms:** TRANSACTION FEES (TF) ARE CALCULATED ON THE COMMISSION INCOME OF THE TRANSACTION PAID TO PARADISE REI AND ARE DEDUCTED FROM THE ASSOCIATE'S COMMISSION PROCEEDS:

GROSS COMMISSION INCOME BELOW \$999.00....TF IS \$65.00

GROSS COMMISSION INCOME FROM \$1,000.00 TO \$2,999.00....TF IS \$295.00

GROSS COMMISSION INCOME FROM \$3,000.00 TO \$24,999.00....TF IS \$395.00

GROSS COMMISSION INCOME FROM \$25,000.00 TO \$49,999.00...TF IS \$1,000.00

GROSS COMMISSION INCOME FROM \$50,000.00 AND UP....TF IS \$2,000.00

*COMMISSION SPLIT ON FIRST 3 TRANSACTIONS (EXCLUDING RENTALS) IS 90%. THERE AFTER, COMMISSION SPLIT WILL BE 100%.

SALES ASSOCIATE MAINTAINS CONTROL OVER THEIR LISTINGS WHICH SHALL BE RELEASED TO THEM UPON TERMINATION OF THIS RELATIONSHIP WITHOUT PENALTY NOR DEDUCTION. ANY PENDING TRANSACTIONS WILL BE PAID AT 100% COMMISSION SPLIT UPON CLOSING.

E & O DEDUCTIBLE: ASSOCIATE UNDERSTANDS THAT THEY ARE RESPONSIBLE FOR THE DEDUCTIBLE AMOUNT FOR EACH CLAIM ON THEIR BEHALF. THE CURRENT DEDUCTIBLE IS \$3500.00 AND IS SUBJECT TO CHANGE WITHOUT NOTICE TO ASSOCIATE. THIS ALSO APPLIES TO ANY CLAIMS ON BEHALF OF ASSOCIATE AFTER TERMINATION OF THIS RELATIONSHIP.

PARADISE REAL ESTATE INTERNATIONAL

Brokerage Name _____
 Broker [Signature] Date 2/29/2020

[Signature] Date 3/3/2020
 Associate _____

BATES STODDARD
 Print name _____

ALEXANDRE CLUG
 Print name _____

Broker [Signature] and Associate [Signature] acknowledge receipt of a copy of this page, which is Page 3 of 3.

EXHIBIT 4

Carol Wilson
 ***** five hundred sixty-six point eight two

Carol Wilson
 Carol A. Wilson [REDACTED]
 FL [REDACTED]

EMPLOYER
 Brass Ring Pub of Jup LLC
 1150 West Indiantown Road FL 33458

PAY PERIOD
 Period Beginning 2021-01-07
 Period Ending: 2021-01-13
 Pay Date: 2021-01-19
 Total Hours: 34.22

EMPLOYEE
Carol Wilson
 Carol A. Wilson [REDACTED], FL [REDACTED]

OTHER PAY **Current** **YTD**

SSN: ***-**-0876

MEMO: Direct Deposit

BENEFITS **Used** **Available**

NET PAY: \$566.82

PAY	Hours	Rate	Current	YTD
Manager	34.22	22.0	756.07	1905.94

ADJUSTMENTS	Current	YTD
Health Insurance (pre-tax) (Pre-tax)	-94.65	-230.43

TAXES	Current	YTD
Medicare Employee	9.59	24.29
Federal Withholding	44.0	98.0
Medicare Employee Addl Tax	0.0	0.0
Social Security Employee	41.01	103.88

SUMMARY	Current	YTD
Total Pay	756.07	1905.94
Taxes	94.6	226.17
Adjustments	-94.65	-230.43

Net Pay \$566.82

EXHIBIT 5

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 12/31/2020
Closing Date 12/31/2020
Disbursement Date 12/31/2020
Settlement Agent Distinctive Title Services,
File # 20-305
Property 1311 Arapaho St
 Jupiter, FL 33458
Sale Price \$231,000

Transaction Information

Borrower Alexandre Clug and Carol A Wilson
 Jupiter, FL [REDACTED]
Seller Julius C Brecht III and Candace Brecht
 Jupiter, FL [REDACTED]
Lender Mortgage Research Center, LLC dba
 Veterans United Home Loans

Loan Information

Loan Term 30 years
Purpose Purchase
Product Fixed Rate
Loan Type Conventional FHA
 VA
Loan ID # 400220103276593
MIC # [REDACTED]

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$236,313	NO
Interest Rate	2.25 %	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$903.30	NO
Does the loan have these features?		
Prepayment Penalty		NO
Balloon Payment		NO

Projected Payments		
Payment Calculation	Years 1-30	
Principal & Interest		\$903.30
Mortgage Insurance	+	0
Estimated Escrow <i>Amount can increase over time</i>	+	342.60
Estimated Total Monthly Payment		\$1,245.90
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$565.93 Monthly	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: HOA Dues <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>
		In escrow? YES YES NO

Costs at Closing		
Closing Costs	\$10,996.59	Includes \$8,184.16 in Loan Costs + \$2,812.43 in Other Costs - \$0 in Lender Credits. <i>See page 2 for details.</i>
Cash to Close	-\$83.16	Includes Closing Costs. <i>See Calculating Cash to Close on page 3 for details.</i>

Closing Cost Details

Loan Costs	Borrower-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges	\$826.96				
01 0.625 % of Loan Amount (Points)	\$826.96				(L) \$650.00
02 Origination Fee					\$2,363.13
03					
04					
05					
06					
07					
08					
B. Services Borrower Did Not Shop For	\$5,913.00				
01 Appraisal Fee to PAUL BURGESS APPRAISAL, INC					\$500.00
02 Appraisal Re-Inspection Fee to PAUL BURGESS APPRAISAL, INC	\$150.00				
03 Land Survey to Bob Buggee, Inc "The Surveyor"	\$450.00				
04 VA Funding Fee to Dept. of Veteran Affairs	\$5,313.00				
05					
06					
07					
08					
09					
10					
C. Services Borrower Did Shop For	\$1,444.20				
01 Title - Closing Fee to Distinctive Title Services, Inc			\$425.00		\$425.00
02 Title - Electronic Recording Fee to SimpliFile					\$9.00
03 Title - Lender's Title Insurance to Distinctive Title Services, Inc	\$1,257.00				
04 Title - Title Endorsement Fee to Distinctive Title Services, Inc	\$187.20				
05 Title - Title Search/Abstract to Distinctive Title Services, Inc			\$75.00		
06					
07					
08					
D. TOTAL LOAN COSTS (Borrower-Paid)	\$8,184.16				
Loan Costs Subtotals (A + B + C)	\$8,184.16				
Other Costs					
E. Taxes and Other Government Fees	\$1,457.93				
01 Recording Fees Deed: \$40.70 Mortgage: \$117.20	\$157.90				
02 State Tax/Stamps to Deed \$1617.00; Mortgage \$827.40	\$827.40		\$1,617.00		
03 Transfer Taxes to Intangible Tax	\$472.63				
F. Prepays					
01 Homeowner's Insurance Premium (12 mo.) to Citizens Property Insurance					\$1,660.00
02 Mortgage Insurance Premium (mo.)					
03 Prepaid Interest (\$14.5672 per day from 12/31/20 to 1/1/21)					\$14.57
04 Property Taxes (12 mo.) to Palm Beach County Tax Collector			\$2,451.27		
05					
G. Initial Escrow Payment at Closing	\$684.50				
01 Homeowner's Insurance \$138.33 per month for 3 mo.	\$71.69				\$343.30
02 Mortgage Insurance per month for mo.					
03 Property Taxes \$204.27 per month for 4 mo.	\$817.08				
04					
05					
06					
07					
08 Aggregate Adjustment	-\$204.27				
H. Other	\$670.00				
01 HOA Dues to Simscreek HOA	\$670.00				
02 Real Estate Commission to Paradise Realty			\$5,775.00		
03 Real Estate Commission to Continental Properties, Inc			\$4,620.00		
04 Title - Owner's Title Insurance (optional) to Distinctive Title Services, Inc			\$350.00		
05					
06					
07					
I. TOTAL OTHER COSTS (Borrower-Paid)	\$2,812.43				
Other Costs Subtotals (E + F + G + H)	\$2,812.43				
J. TOTAL CLOSING COSTS (Borrower-Paid)	\$10,996.59				
Closing Costs Subtotals (D + I)	\$10,996.59		\$15,313.27		\$5,965.00
Lender Credits	\$0.00				

Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$17,849.00	\$10,996.59	YES · See Total Loan Costs (D) and Total Other Costs (I).
Closing Costs Paid Before Closing	\$0	\$0	NO
Closing Costs Financed (Paid from your Loan Amount)	-\$5,313.00	-\$5,313.00	NO
Down Payment/Funds from Borrower	\$0	\$0	NO
Deposit	-\$5,000.00	-\$5,000.00	NO
Funds for Borrower	\$0	\$0	NO
Seller Credits	\$0	\$0	NO
Adjustments and Other Credits	-\$1,940.00	-\$766.75	YES · See details in Section K and Section L.
Cash to Close	\$5,596.00	-\$83.16	

Summaries of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION

K. Due from Borrower at Closing	\$242,079.84
01 Sale Price of Property	\$231,000.00
02 Sale Price of Any Personal Property Included in Sale	
03 Closing Costs Paid at Closing (J)	\$10,996.59
04 Land	
Adjustments	
05 Debts to be paid	
06 Principal Reduction	
07	
Adjustments for Items Paid by Seller in Advance	
08 City/Town Taxes to	
09 County Taxes 12/30/20 to 12/31/20	\$6.56
10 Assessments 12/30/20 to 09/30/21	\$69.41
11 School Taxes	
12 HOA Dues 12/31/2020 -12/31/2020	\$7.28
13	
14	
15	
L. Paid Already by or on Behalf of Borrower at Closing	\$242,163.00
01 Deposit	\$5,000.00
02 Loan Amount	\$236,313.00
03 Existing Loan(s) Assumed or Taken Subject to	
04 Realtor Credit	
05 Seller Credit	
Other Credits	
06 Simultaneous Issue Credit	\$850.00
07	
Adjustments	
08	
09	
10 Adjustments and Other Credits	
11 Subordinate Financing	
Adjustments for Items Unpaid by Seller	
12 City/Town Taxes to	
13 County Taxes to	
14 Assessments to	
15 School Taxes	
16	
17	

CALCULATION

Total Due from Borrower at Closing (K)	\$242,079.84
Total Paid Already by or on Behalf of Borrower at Closing (L)	-\$242,163.00
Cash to Close <input type="checkbox"/> From <input checked="" type="checkbox"/> To Borrower	\$83.16

SELLER'S TRANSACTION

M. Due to Seller at Closing	\$231,083.25
01 Sale Price of Property	\$231,000.00
02 Sale Price of Any Personal Property Included in Sale	
03	
04	
05	
06	
07	
08	
Adjustments for Items Paid by Seller in Advance	
09 City/Town Taxes to	
10 County Taxes 12/30/20 to 12/31/20	\$6.56
11 Assessments 12/30/20 to 09/30/21	\$69.41
12 School Taxes	
13 HOA Dues 12/31/2020 -12/31/2020	\$7.28
14	
15	
16	
N. Due from Seller at Closing	\$16,163.27
01 Excess Deposit	
02 Closing Costs Paid at Closing (J)	\$15,313.27
03 Existing Loan(s) Assumed or Taken Subject to	
04 Payoff of First Mortgage Loan	
05 Payoff of Second Mortgage Loan	
06	
07 Seller Credit for Closing Costs	
08 Seller Credit	
09 Seller Credit for Customary Fees	
10 Simultaneous Issue Credit	\$850.00
11	
12	
13	
Adjustments for Items Unpaid by Seller	
14 City/Town Taxes to	
15 County Taxes to	
16 Assessments to	
17 School Taxes	
18	
19	

CALCULATION

Total Due to Seller at Closing (M)	\$231,083.25
Total Due from Seller at Closing (N)	-\$16,163.27
Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller	\$214,919.98

Additional Information About This Loan

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender

- will allow, under certain conditions, this person to assume this loan on the original terms.
- will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

- has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- does not have a demand feature.

Late Payment

If your payment is more than 15 days late, your lender will charge a late fee of 4% of the overdue payment.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- do not have a negative amortization feature.

Partial Payments

Your lender

- may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in

██████████, Jupiter, FL ██████████

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

- will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1	\$3,768.60	Estimated total amount over year 1 for your escrowed property costs: See attached page for additional information
Non-Escrowed Property Costs over Year 1	\$2,456.63	Estimated total amount over year 1 for your non-escrowed property costs: HOA Dues You may have other property costs.
Initial Escrow Payment	\$1,027.80	A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment	\$342.60	The amount included in your total monthly payment.

- will not have an escrow account because you declined it your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$333,370.65
Finance Charge. The dollar amount the loan will cost you.	\$97,825.15
Amount Financed. The loan amount available after paying your upfront finance charge.	\$227,361.34
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	2.542 %
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	37.608 %



Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Other Disclosures

Appraisal

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of loan, and
- the rules for making payments before they are due.

Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

- state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- state law does not protect you from liability for the unpaid balance.

Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	Veterans United Home Loans		Paradise Real Estate International	Continental Properties, Inc.	Distinctive Title Services, Inc.
Address	4700 S. Providence Road Columbia, MO 65217		150 Waters Edge Dr Jupiter, FL 33477	2240 Palm Beach Lakes Blvd. Ste 400 West Palm Beach, FL 33409	12012 South Shore Boulevard, Suite 102 Wellington, FL 33414
NMLS ID	1907		-	-	-
FL License ID	MLDB3746		CQ 1044548	265829	-
Contact	Chris Primmer		Alexandre Clug	Brian Reagle	Mary P Gretel
Contact NMLS ID	1054596		-	-	-
Contact FL License ID	LO20062		3465459	3403909	-
Email	Chris.Primmer@veteransunited.com		aclug@thedolphingroupplc.com	brianreaglerealtor@gmail.com	mgretel@distinctivetitle.com
Phone	800-814-1103 4338		305-610-8000	561-324-6757	561-515-0832

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

Alexandre Clug

Date

12-31-2020

Carol A Wilson

Date

12-31-2020

Addendum to Closing Disclosure

This form is a continued statement of final loan terms and closing costs.

Settlement Agent Distinctive Title Services, Inc.

Additional Information About This Loan

Loan Disclosures

Escrow Account

Escrow		
Escrowed Property Costs over Year 1	\$3,768.60	Estimated total amount over year 1 for your escrowed property costs: <i>Property Taxes, Homeowner's Insurance, City Property Tax</i>

EXHIBIT 6

Filing status: Single Married filing jointly Married filing separately Head of household Qualifying widow(er)

Your first name and initial: **ALEXANDRE S** Last name: **CLUG** Your social security number: [REDACTED]

Your standard deduction: Someone can claim you as a dependent You were born before January 2, 1954 You are blind

If joint return, spouse's first name and initial: **CAROL A** Last name: **WILSON** Spouse's social security number: [REDACTED]

Spouse standard deduction: Someone can claim your spouse as a dependent Spouse was born before January 2, 1954 Full-year health care coverage or exempt (see inst.)

Spouse is blind Spouse itemizes on a separate return or you were dual-status alien

Home address (number and street). If you have a P.O. box, see instructions. [REDACTED] Apt. no. [REDACTED] Presidential Election Campaign (see inst.) You Spouse

City, town or post office, state, and ZIP code. If you have a foreign address, attach Schedule 6. **MIAMI FL** [REDACTED] If more than four dependents, see inst. and ✓ here

Dependents (see instructions):		(2) Social security number	(3) Relationship to you	(4) ✓ If qualifies for (see inst.):	
(1) First name	Last name			Child tax credit	Credit for other dependents
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>

Sign Here Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Joint return? See instructions. Keep a copy for your records.

Your signature	Date	Your occupation EXECUTIVE	If the IRS sent you an Identity Protection PIN, enter it here (see inst.) [REDACTED]
Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation WAITRESS	If the IRS sent you an Identity Protection PIN, enter it here (see inst.) [REDACTED]

Paid Preparer Use Only

Preparer's name	Preparer's signature	PTIN	Firm's EIN	Check if: <input type="checkbox"/> 3rd Party Designee <input type="checkbox"/> Self-employed
Firm's name ▶		Phone no.		
Firm's address ▶				

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions. Form **1040** (2018)

1 Wages, salaries, tips, etc. Attach Form(s) W-2		1	73,958.
2a Tax-exempt interest	2a	2b Taxable interest	2b 2.
3a Qualified dividends	3a 1,247.	3b Ordinary dividends	3b 1,494.
4a IRAs, pensions, and annuities	4a	4b Taxable amount	4b
5a Social security benefits	5a	5b Taxable amount	5b
6 Total income. Add lines 1 through 5. Add any amount from Schedule 1, line 22	-15,319.	6	60,135.
7 Adjusted gross income. If you have no adjustments to income, enter the amount from line 6; otherwise, subtract Schedule 1, line 36, from line 6		7	60,135.
8 Standard deduction or itemized deductions (from Schedule A)		8	24,000.
9 Qualified business income deduction (see instructions)		9	0.
10 Taxable income. Subtract lines 8 and 9 from line 7. If zero or less, enter -0-		10	36,135.
11 a Tax (see inst.) 3,804. (check if any from: 1 <input type="checkbox"/> Form(s) 8814 2 <input type="checkbox"/> Form 4972 3 <input type="checkbox"/>)		11	3,804.
b Add any amount from Schedule 2 and check here <input type="checkbox"/>		12	0.
12 a Child tax credit/credit for other dependents b Add any amount from Schedule 3 and check here <input type="checkbox"/>		13	3,804.
13 Subtract line 12 from line 11. If zero or less, enter -0-		14	0.
14 Other taxes. Attach Schedule 4		15	3,804.
15 Total tax. Add lines 13 and 14		16	5,607.
16 Federal income tax withheld from Forms W-2 and 1099		17	
17 Refundable credits: a EIC (see inst.) No b Sch. 8812 c Form 8863		18	5,607.
18 Add lines 16 and 17. These are your total payments		19	1,803.
19 If line 18 is more than line 15, subtract line 15 from line 18. This is the amount you overpaid		20a	1,803.
20a Amount of line 19 you want refunded to you. If Form 8888 is attached, check here <input type="checkbox"/>		21	
21 Amount of line 19 you want applied to your 2019 estimated tax		22	
22 Amount you owe. Subtract line 18 from line 15. For details on how to pay, see instructions		23	
23 Estimated tax penalty (see instructions)			

Direct deposit? See instructions.

▶ **b** Routing number 067014822 ▶ **c** Type: Checking Savings

▶ **d** Account number 4334086778

SCHEDULE 1
(Form 1040)

Additional Income and Adjustments to Income

OMB No. 1545-0074

2018
Attachment
Sequence No. **01**

Department of the Treasury
Internal Revenue Service

▶ **Attach to Form 1040.**

▶ **Go to www.irs.gov/Form1040 for instructions and the latest information.**

Name(s) shown on Form 1040

ALEXANDRE S CLUG & CAROL A WILSON

Your social security number

██████████

Additional Income	1-9b	Reserved	1-9b		
	10	Taxable refunds, credits, or offsets of state and local income taxes	10		
	11	Alimony received	11		
	12	Business income or (loss). Attach Schedule C or C-EZ	12	0.	
	13	Capital gain or (loss). Attach Schedule D if required. If not required, check here ▶ <input type="checkbox"/>	13	-3,000.	
	14	Other gains or (losses). Attach Form 4797	14		
	15a	Reserved	15b		
	16a	Reserved	16b		
	17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E	17	-12,319.	
	18	Farm income or (loss). Attach Schedule F	18		
	19	Unemployment compensation	19		
	20a	Reserved	20b		
	21	Other income. List type and amount ▶ _____	21		
	22	Combine the amounts in the far right column. If you don't have any adjustments to income, enter here and include on Form 1040, line 6. Otherwise, go to line 23	22	-15,319.	
	Adjustments to Income	23	Educator expenses	23	
		24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106	24	
		25	Health savings account deduction. Attach Form 8889	25	
		26	Moving expenses for members of the Armed Forces. Attach Form 3903	26	
		27	Deductible part of self-employment tax. Attach Schedule SE	27	
		28	Self-employed SEP, SIMPLE, and qualified plans	28	
		29	Self-employed health insurance deduction	29	
		30	Penalty on early withdrawal of savings	30	
31a		Alimony paid b Recipient's SSN ▶ _____	31a		
32		IRA deduction	32		
33	Student loan interest deduction	33			
34	Reserved	34			
35	Reserved	35			
36	Add lines 23 through 35	36			

For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule 1 (Form 1040) 2018

REV 12/21/18 TTW

**SCHEDULE D
(Form 1040)**

Capital Gains and Losses

OMB No. 1545-0074

2018

Attachment
Sequence No. **12**

Department of the Treasury
Internal Revenue Service (99)

▶ **Attach to Form 1040 or Form 1040NR.**
▶ **Go to www.irs.gov/ScheduleD for instructions and the latest information.**
▶ **Use Form 8949 to list your transactions for lines 1b, 2, 3, 8b, 9, and 10.**

Name(s) shown on return

ALEXANDRE S CLUG & CAROL A WILSON

Your social security number

██████████

Part I Short-Term Capital Gains and Losses—Generally Assets Held One Year or Less (see instructions)

See instructions for how to figure the amounts to enter on the lines below. This form may be easier to complete if you round off cents to whole dollars.	(d) Proceeds (sales price)	(e) Cost (or other basis)	(g) Adjustments to gain or loss from Form(s) 8949, Part I, line 2, column (g)	(h) Gain or (loss) Subtract column (e) from column (d) and combine the result with column (g)
1a Totals for all short-term transactions reported on Form 1099-B for which basis was reported to the IRS and for which you have no adjustments (see instructions). However, if you choose to report all these transactions on Form 8949, leave this line blank and go to line 1b .				
1b Totals for all transactions reported on Form(s) 8949 with Box A checked				
2 Totals for all transactions reported on Form(s) 8949 with Box B checked				
3 Totals for all transactions reported on Form(s) 8949 with Box C checked				
4 Short-term gain from Form 6252 and short-term gain or (loss) from Forms 4684, 6781, and 8824				4
5 Net short-term gain or (loss) from partnerships, S corporations, estates, and trusts from Schedule(s) K-1				5
6 Short-term capital loss carryover. Enter the amount, if any, from line 8 of your Capital Loss Carryover Worksheet in the instructions				6 (44,405.)
7 Net short-term capital gain or (loss). Combine lines 1a through 6 in column (h). If you have any long-term capital gains or losses, go to Part II below. Otherwise, go to Part III on the back				7 -44,405.

Part II Long-Term Capital Gains and Losses—Generally Assets Held More Than One Year (see instructions)

See instructions for how to figure the amounts to enter on the lines below. This form may be easier to complete if you round off cents to whole dollars.	(d) Proceeds (sales price)	(e) Cost (or other basis)	(g) Adjustments to gain or loss from Form(s) 8949, Part II, line 2, column (g)	(h) Gain or (loss) Subtract column (e) from column (d) and combine the result with column (g)
8a Totals for all long-term transactions reported on Form 1099-B for which basis was reported to the IRS and for which you have no adjustments (see instructions). However, if you choose to report all these transactions on Form 8949, leave this line blank and go to line 8b .				
8b Totals for all transactions reported on Form(s) 8949 with Box D checked	1,755.	4,616.		-2,861.
9 Totals for all transactions reported on Form(s) 8949 with Box E checked				
10 Totals for all transactions reported on Form(s) 8949 with Box F checked.				
11 Gain from Form 4797, Part I; long-term gain from Forms 2439 and 6252; and long-term gain or (loss) from Forms 4684, 6781, and 8824				11
12 Net long-term gain or (loss) from partnerships, S corporations, estates, and trusts from Schedule(s) K-1				12
13 Capital gain distributions. See the instructions				13 1,469.
14 Long-term capital loss carryover. Enter the amount, if any, from line 13 of your Capital Loss Carryover Worksheet in the instructions				14 (1,506.)
15 Net long-term capital gain or (loss). Combine lines 8a through 14 in column (h). Then go to Part III on the back				15 -2,898.

Part III Summary

16	Combine lines 7 and 15 and enter the result	16	-47,303.
	<ul style="list-style-type: none"> • If line 16 is a gain, enter the amount from line 16 on Schedule 1 (Form 1040), line 13, or Form 1040NR, line 14. Then go to line 17 below. • If line 16 is a loss, skip lines 17 through 20 below. Then go to line 21. Also be sure to complete line 22. • If line 16 is zero, skip lines 17 through 21 below and enter -0- on Schedule 1 (Form 1040), line 13, or Form 1040NR, line 14. Then go to line 22. 		
17	Are lines 15 and 16 both gains? <input type="checkbox"/> Yes. Go to line 18. <input type="checkbox"/> No. Skip lines 18 through 21, and go to line 22.		
18	If you are required to complete the 28% Rate Gain Worksheet (see instructions), enter the amount, if any, from line 7 of that worksheet ▶	18	
19	If you are required to complete the Unrecaptured Section 1250 Gain Worksheet (see instructions), enter the amount, if any, from line 18 of that worksheet ▶	19	
20	Are lines 18 and 19 both zero or blank? <input type="checkbox"/> Yes. Complete the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 11a (or in the instructions for Form 1040NR, line 42). Don't complete lines 21 and 22 below. <input type="checkbox"/> No. Complete the Schedule D Tax Worksheet in the instructions. Don't complete lines 21 and 22 below.		
21	If line 16 is a loss, enter here and on Schedule 1 (Form 1040), line 13, or Form 1040NR, line 14, the smaller of: <ul style="list-style-type: none"> • The loss on line 16; or • (\$3,000), or if married filing separately, (\$1,500) } 	21	(3,000.)
	Note: When figuring which amount is smaller, treat both amounts as positive numbers.		
22	Do you have qualified dividends on Form 1040, line 3a, or Form 1040NR, line 10b? <input checked="" type="checkbox"/> Yes. Complete the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 11a (or in the instructions for Form 1040NR, line 42). <input type="checkbox"/> No. Complete the rest of Form 1040 or Form 1040NR.		

Name(s) shown on return. Name and SSN or taxpayer identification no. not required if shown on other side

Social security number or taxpayer identification number

ALEXANDRE S CLUG & CAROL A WILSON

Before you check Box D, E, or F below, see whether you received any Form(s) 1099-B or substitute statement(s) from your broker. A substitute statement will have the same information as Form 1099-B. Either will show whether your basis (usually your cost) was reported to the IRS by your broker and may even tell you which box to check.

Part II Long-Term. Transactions involving capital assets you held more than 1 year are generally long-term (see instructions). For short-term transactions, see page 1.

Note: You may aggregate all long-term transactions reported on Form(s) 1099-B showing basis was reported to the IRS and for which no adjustments or codes are required. Enter the totals directly on Schedule D, line 8a; you aren't required to report these transactions on Form 8949 (see instructions).

You must check Box D, E, or F below. Check only one box. If more than one box applies for your long-term transactions, complete a separate Form 8949, page 2, for each applicable box. If you have more long-term transactions than will fit on this page for one or more of the boxes, complete as many forms with the same box checked as you need.

- (D)** Long-term transactions reported on Form(s) 1099-B showing basis was reported to the IRS (see **Note** above)
- (E)** Long-term transactions reported on Form(s) 1099-B showing basis **wasn't** reported to the IRS
- (F)** Long-term transactions not reported to you on Form 1099-B

1	(a) Description of property (Example: 100 sh. XYZ Co.)	(b) Date acquired (Mo., day, yr.)	(c) Date sold or disposed of (Mo., day, yr.)	(d) Proceeds (sales price) (see instructions)	(e) Cost or other basis. See the Note below and see <i>Column (e)</i> in the separate instructions	Adjustment, if any, to gain or loss. If you enter an amount in column (g), enter a code in column (f). See the separate instructions.		(h) Gain or (loss). Subtract column (e) from column (d) and combine the result with column (g)
						(f) Code(s) from instructions	(g) Amount of adjustment	
	ALTERNET SYSTEMS INC.	Various	05/08/18	1,755.	4,616.			-2,861.
2 Totals. Add the amounts in columns (d), (e), (g), and (h) (subtract negative amounts). Enter each total here and include on your Schedule D, line 8b (if Box D above is checked), line 9 (if Box E above is checked), or line 10 (if Box F above is checked) ▶				1,755.	4,616.			-2,861.

Note: If you checked Box D above but the basis reported to the IRS was incorrect, enter in column (e) the basis as reported to the IRS, and enter an adjustment in column (g) to correct the basis. See *Column (g)* in the separate instructions for how to figure the amount of the adjustment.

**SCHEDULE E
(Form 1040)**

Supplemental Income and Loss

(From rental real estate, royalties, partnerships, S corporations, estates, trusts, REMICs, etc.)

OMB No. 1545-0074

2018

Attachment
Sequence No. **13**

Department of the Treasury
Internal Revenue Service (99)

▶ Attach to Form 1040, 1040NR, or Form 1041.

▶ Go to www.irs.gov/ScheduleE for instructions and the latest information.

Name(s) shown on return

ALEXANDRE S CLUG & CAROL A WILSON

Your social security number

[REDACTED]

Part I Income or Loss From Rental Real Estate and Royalties Note: If you are in the business of renting personal property, use Schedule C or C-EZ (see instructions). If you are an individual, report farm rental income or loss from Form 4835 on page 2, line 40.

A Did you make any payments in 2018 that would require you to file Form(s) 1099? (see instructions) Yes No

B If "Yes," did you or will you file required Forms 1099? Yes No

1a	Physical address of each property (street, city, state, ZIP code)				
A	[REDACTED]	NORTH PALM BEACH FL	[REDACTED]		
B	[REDACTED]	MIAMI FL	[REDACTED]		
C					
1b	Type of Property (from list below)	2 For each rental real estate property listed above, report the number of fair rental and personal use days. Check the QJV box only if you meet the requirements to file as a qualified joint venture. See instructions.	Fair Rental Days	Personal Use Days	QJV
A	1		365	0	<input type="checkbox"/>
B	1		300	0	<input type="checkbox"/>
C					<input type="checkbox"/>

Type of Property:

- 1 Single Family Residence 3 Vacation/Short-Term Rental 5 Land 7 Self-Rental
- 2 Multi-Family Residence 4 Commercial 6 Royalties 8 Other (describe)

Income:		Properties:		A	B	C
3	Rents received	3		23,100.	24,000.	
4	Royalties received	4				
Expenses:						
5	Advertising	5				
6	Auto and travel (see instructions)	6				
7	Cleaning and maintenance	7				
8	Commissions.	8			2,400.	
9	Insurance	9		476.	610.	
10	Legal and other professional fees	10			121.	
11	Management fees	11				
12	Mortgage interest paid to banks, etc. (see instructions)	12		3,212.	6,816.	
13	Other interest.	13				
14	Repairs.	14		185.	267.	
15	Supplies	15		337.	223.	
16	Taxes	16		4,751.	5,960.	
17	Utilities.	17			218.	
18	Depreciation expense or depletion	18		4,324.	14,248.	
19	Other (list) ▶ See Line 19 Other Expenses	19		1,020.	9,202.	
20	Total expenses. Add lines 5 through 19	20		14,305.	40,065.	
21	Subtract line 20 from line 3 (rents) and/or 4 (royalties). If result is a (loss), see instructions to find out if you must file Form 6198	21		8,795.	-16,065.	
22	Deductible rental real estate loss after limitation, if any, on Form 8582 (see instructions)	22	()	()	(-17,814.)	()
23a	Total of all amounts reported on line 3 for all rental properties	23a			47,100.	
b	Total of all amounts reported on line 4 for all royalty properties	23b				
c	Total of all amounts reported on line 12 for all properties	23c			10,028.	
d	Total of all amounts reported on line 18 for all properties	23d			18,572.	
e	Total of all amounts reported on line 20 for all properties	23e			54,370.	
24	Income. Add positive amounts shown on line 21. Do not include any losses	24				8,795.
25	Losses. Add royalty losses from line 21 and rental real estate losses from line 22. Enter total losses here	25	(17,814.)
26	Total rental real estate and royalty income or (loss). Combine lines 24 and 25. Enter the result here. If Parts II, III, IV, and line 40 on page 2 do not apply to you, also enter this amount on Schedule 1 (Form 1040), line 17, or Form 1040NR, line 18. Otherwise, include this amount in the total on line 41 on page 2.	26				-9,019.

Name(s) shown on return. Do not enter name and social security number if shown on other side.

Your social security number

ALEXANDRE S CLUG & CAROL A WILSON

[Redacted]

Caution: The IRS compares amounts reported on your tax return with amounts shown on Schedule(s) K-1.

Part II Income or Loss From Partnerships and S Corporations - Note: If you report a loss, receive a distribution, dispose of stock, or receive a loan repayment from an S corporation, you must check the box in column (e) on line 28 and attach the required basis computation. If you report a loss from an at-risk activity for which any amount is not at risk, you must check the box in column (f) on line 28 and attach Form 6198 (see instructions).

27 Are you reporting any loss not allowed in a prior year due to the at-risk, excess farm loss, or basis limitations, a prior year unallowed loss from a passive activity (if that loss was not reported on Form 8582), or unreimbursed partnership expenses? If you answered "Yes," see instructions before completing this section. [] Yes [X] No

Table with 6 columns: (a) Name, (b) Enter P for partnership; S for S corporation, (c) Check if foreign partnership, (d) Employer identification number, (e) Check if basis computation is required, (f) Check if any amount is not at risk. Row A: DOLPHIN GROUP LLC, S, [], [Redacted], [], [].

Table with 5 columns: (g) Passive loss allowed, (h) Passive income from Schedule K-1, (i) Nonpassive loss from Schedule K-1, (j) Section 179 expense deduction from Form 4562, (k) Nonpassive income from Schedule K-1. Row A: 3,300. Row B: []. Row C: []. Row D: []. 29a Totals: []. 29b Totals: 3,300. 30 Add columns (h) and (k) of line 29a. 30 31 Add columns (g), (i), and (j) of line 29b. 31 (3,300.) 32 Total partnership and S corporation income or (loss). Combine lines 30 and 31. 32 -3,300.

Part III Income or Loss From Estates and Trusts

Table with 2 columns: (a) Name, (b) Employer identification number. Row A: []. Row B: [].

Table with 4 columns: (c) Passive deduction or loss allowed, (d) Passive income from Schedule K-1, (e) Deduction or loss from Schedule K-1, (f) Other income from Schedule K-1. Row A: []. Row B: []. 34a Totals: []. 34b Totals: []. 35 Add columns (d) and (f) of line 34a. 35 36 Add columns (c) and (e) of line 34b. 36 () 37 Total estate and trust income or (loss). Combine lines 35 and 36. 37

Part IV Income or Loss From Real Estate Mortgage Investment Conduits (REMICs) - Residual Holder

Table with 5 columns: (a) Name, (b) Employer identification number, (c) Excess inclusion from Schedules Q, line 2c, (d) Taxable income (net loss) from Schedules Q, line 1b, (e) Income from Schedules Q, line 3b. Row A: []. 39 Combine columns (d) and (e) only. Enter the result here and include in the total on line 41 below. 39

Part V Summary

Table with 2 columns: Description, Amount. Row 40: Net farm rental income or (loss) from Form 4835. Also, complete line 42 below. 40 Row 41: Total income or (loss). Combine lines 26, 32, 37, 39, and 40. Enter the result here and on Schedule 1 (Form 1040), line 17, or Form 1040NR, line 18. 41 -12,319. Row 42: Reconciliation of farming and fishing income. Enter your gross farming and fishing income reported on Form 4835, line 7; Schedule K-1 (Form 1065), box 14, code B; Schedule K-1 (Form 1120S), box 17, code AC; and Schedule K-1 (Form 1041), box 14, code F (see instructions). 42 Row 43: Reconciliation for real estate professionals. If you were a real estate professional (see instructions), enter the net income or (loss) you reported anywhere on Form 1040 or Form 1040NR from all rental real estate activities in which you materially participated under the passive activity loss rules. 43

Foreign Tax Credit

(Individual, Estate, or Trust)

▶ Attach to Form 1040, 1040NR, 1041, or 990-T. **COPY 1**
 ▶ Go to www.irs.gov/Form1116 for instructions and the latest information.

Name ALEXANDRE S CLUG & CAROL A WILSON Identifying number as shown on page 1 of your tax return XXXXXXXXXX

Use a separate Form 1116 for each category of income listed below. See *Categories of Income* in the instructions. Check only one box on each Form 1116. Report all amounts in U.S. dollars except where specified in Part II below.

- a** Section 951A income **c** Passive category income **e** Section 901(j) income **g** Lump-sum distributions
b Foreign branch income **d** General category income **f** Certain income re-sourced by treaty

h Resident of (name of country) ▶ USA

Note: If you paid taxes to only one foreign country or U.S. possession, use column A in Part I and line A in Part II. If you paid taxes to more than one foreign country or U.S. possession, use a separate column and line for each country or possession.

Part I Taxable Income or Loss From Sources Outside the United States (for category checked above)

i	Enter the name of the foreign country or U.S. possession ▶	Foreign Country or U.S. Possession			Total (Add cols. A, B, and C.)
		A	B	C	
1a	Gross income from sources within country shown above and of the type checked above (see instructions): ----- -----				1a
b	Check if line 1a is compensation for personal services as an employee, your total compensation from all sources is \$250,000 or more, and you used an alternative basis to determine its source (see instructions) . . . ▶ <input type="checkbox"/>				
Deductions and losses (Caution: See instructions.):					
2	Expenses definitely related to the income on line 1a (attach statement)				
3	Pro rata share of other deductions not definitely related:				
a	Certain itemized deductions or standard deduction (see instructions)				
b	Other deductions (attach statement)				
c	Add lines 3a and 3b				
d	Gross foreign source income (see instructions)				
e	Gross income from all sources (see instructions)				
f	Divide line 3d by line 3e (see instructions)				
g	Multiply line 3c by line 3f				
4	Pro rata share of interest expense (see instructions):				
a	Home mortgage interest (use the Worksheet for Home Mortgage Interest in the instructions)				
b	Other interest expense				
5	Losses from foreign sources				
6	Add lines 2, 3g, 4a, 4b, and 5				6
7	Subtract line 6 from line 1a. Enter the result here and on line 15, page 2 ▶				7

Part II Foreign Taxes Paid or Accrued (see instructions)

Country	Credit is claimed for taxes (you must check one) (j) <input type="checkbox"/> Paid (k) <input type="checkbox"/> Accrued	Foreign taxes paid or accrued								
		In foreign currency				In U.S. dollars				
		Taxes withheld at source on:			(p) Other foreign taxes paid or accrued	Taxes withheld at source on:			(t) Other foreign taxes paid or accrued	(u) Total foreign taxes paid or accrued (add cols. (q) through (t))
		(l) Date paid or accrued	(m) Dividends	(n) Rents and royalties		(o) Interest	(q) Dividends	(r) Rents and royalties		
A										
B										
C										
8	Add lines A through C, column (u). Enter the total here and on line 9, page 2 ▶									8

Part III Figuring the Credit

9	Enter the amount from line 8. These are your total foreign taxes paid or accrued for the category of income checked above Part I . . .	9		
10	Carryback or carryover (attach detailed computation) SEE STMT (If your income was section 951A income (box a above Part I), leave line 10 blank.)	10	736.	
11	Add lines 9 and 10	11	736.	
12	Reduction in foreign taxes (see instructions)	12	()	
13	Taxes reclassified under high tax kickout (see instructions) . . .	13		
14	Combine lines 11, 12, and 13. This is the total amount of foreign taxes available for credit . . .	14		736.
15	Enter the amount from line 7. This is your taxable income or (loss) from sources outside the United States (before adjustments) for the category of income checked above Part I (see instructions)	15		
16	Adjustments to line 15 (see instructions)	16		
17	Combine the amounts on lines 15 and 16. This is your net foreign source taxable income. (If the result is zero or less, you have no foreign tax credit for the category of income you checked above Part I. Skip lines 18 through 22. However, if you are filing more than one Form 1116, you must complete line 20.)	17		
18	Individuals: Enter the amount from Form 1040, line 10; or Form 1040NR, line 41. Estates and trusts: Enter your taxable income without the deduction for your exemption	18		
	Caution: If you figured your tax using the lower rates on qualified dividends or capital gains, see instructions.			
19	Divide line 17 by line 18. If line 17 is more than line 18, enter "1"	19		
20	Individuals: Enter the total of Form 1040, line 11a, and Schedule 2 (Form 1040), line 46. If you are a nonresident alien, enter the total of Form 1040NR, lines 42 and 44. Estates and trusts: Enter the amount from Form 1041, Schedule G, line 1a; or the total of Form 990-T, lines 40, 41, and 43. Foreign estates and trusts should enter the amount from Form 1040NR, line 42	20		
	Caution: If you are completing line 20 for separate category g (lump-sum distributions), see instructions.			
21	Multiply line 20 by line 19 (maximum amount of credit)	21		
22	Enter the smaller of line 14 or line 21. If this is the only Form 1116 you are filing, skip lines 23 through 30 and enter this amount on line 31. Otherwise, complete the appropriate line in Part IV (see instructions) ▶	22		

Part IV Summary of Credits From Separate Parts III (see instructions)

23	Credit for taxes on section 951A income	23		
24	Credit for taxes on foreign branch income	24		
25	Credit for taxes on passive category income	25		
26	Credit for taxes on general category income	26		
27	Credit for taxes on section 901(j) income	27		
28	Credit for taxes on certain income re-sourced by treaty	28		
29	Credit for taxes on lump-sum distributions	29		
30	Add lines 23 through 29	30		
31	Enter the smaller of line 20 or line 30	31		
32	Reduction of credit for international boycott operations. See instructions for line 12	32		
33	Subtract line 32 from line 31. This is your foreign tax credit . Enter here and on Schedule 3 (Form 1040), line 48; Form 1040NR, line 46; Form 1041, Schedule G, line 2a; or Form 990-T, line 45a . ▶	33		0.

Passive Activity Loss Limitations

Department of the Treasury
Internal Revenue Service (99)

▶ See separate instructions.

▶ Attach to Form 1040 or Form 1041.

▶ Go to www.irs.gov/Form8582 for instructions and the latest information.

Name(s) shown on return

ALEXANDRE S CLUG & CAROL A WILSON

Identifying number

Part I 2018 Passive Activity Loss

Caution: Complete Worksheets 1, 2, and 3 before completing Part I.

Rental Real Estate Activities With Active Participation (For the definition of active participation, see **Special Allowance for Rental Real Estate Activities** in the instructions.)

1a Activities with net income (enter the amount from Worksheet 1, column (a))	1a	8,795.	
b Activities with net loss (enter the amount from Worksheet 1, column (b))	1b (16,065.)	
c Prior years' unallowed losses (enter the amount from Worksheet 1, column (c))	1c (1,749.)	
d Combine lines 1a, 1b, and 1c	1d		-9,019.

Commercial Revitalization Deductions From Rental Real Estate Activities

2a Commercial revitalization deductions from Worksheet 2, column (a)	2a ()	
b Prior year unallowed commercial revitalization deductions from Worksheet 2, column (b)	2b ()	
c Add lines 2a and 2b	2c ()	

All Other Passive Activities

3a Activities with net income (enter the amount from Worksheet 3, column (a))	3a		
b Activities with net loss (enter the amount from Worksheet 3, column (b))	3b ()	
c Prior years' unallowed losses (enter the amount from Worksheet 3, column (c))	3c ()	
d Combine lines 3a, 3b, and 3c	3d		

4 Combine lines 1d, 2c, and 3d. If this line is zero or more, stop here and include this form with your return; all losses are allowed, including any prior year unallowed losses entered on line 1c, 2b, or 3c. Report the losses on the forms and schedules normally used	4		-9,019.
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- If line 4 is a loss and:
- Line 1d is a loss, go to Part II.
 - Line 2c is a loss (and line 1d is zero or more), skip Part II and go to Part III.
 - Line 3d is a loss (and lines 1d and 2c are zero or more), skip Parts II and III and go to line 15.

Caution: If your filing status is married filing separately and you lived with your spouse at any time during the year, **do not** complete Part II or Part III. Instead, go to line 15.

Part II Special Allowance for Rental Real Estate Activities With Active Participation

Note: Enter all numbers in Part II as positive amounts. See instructions for an example.

5 Enter the smaller of the loss on line 1d or the loss on line 4	5		9,019.
6 Enter \$150,000. If married filing separately, see instructions	6	150,000.	
7 Enter modified adjusted gross income, but not less than zero (see instructions)	7	69,154.	
Note: If line 7 is greater than or equal to line 6, skip lines 8 and 9, enter -0- on line 10. Otherwise, go to line 8.			
8 Subtract line 7 from line 6	8	80,846.	
9 Multiply line 8 by 50% (0.50). Do not enter more than \$25,000. If married filing separately, see instructions	9		25,000.
10 Enter the smaller of line 5 or line 9	10		9,019.

If line 2c is a loss, go to Part III. Otherwise, go to line 15.

Part III Special Allowance for Commercial Revitalization Deductions From Rental Real Estate Activities

Note: Enter all numbers in Part III as positive amounts. See the example for Part II in the instructions.

11 Enter \$25,000 reduced by the amount, if any, on line 10. If married filing separately, see instructions	11		
12 Enter the loss from line 4	12		
13 Reduce line 12 by the amount on line 10	13		
14 Enter the smallest of line 2c (treated as a positive amount), line 11, or line 13	14		

Part IV Total Losses Allowed

15 Add the income, if any, on lines 1a and 3a and enter the total	15		8,795.
16 Total losses allowed from all passive activities for 2018. Add lines 10, 14, and 15. See instructions to find out how to report the losses on your tax return	16		17,814.

Caution: The worksheets must be filed with your tax return. Keep a copy for your records.

Worksheet 1—For Form 8582, Lines 1a, 1b, and 1c (See instructions.)

Name of activity	Current year		Prior years	Overall gain or loss	
	(a) Net income (line 1a)	(b) Net loss (line 1b)	(c) Unallowed loss (line 1c)	(d) Gain	(e) Loss
965 LAUREL RD	8,795.	0.		8,795.	
900 BISCAYNE BLVD	0.	16,065.	1,749.		17,814.
Total. Enter on Form 8582, lines 1a, 1b, and 1c	8,795.	16,065.	1,749.		

Worksheet 2—For Form 8582, Lines 2a and 2b (See instructions.)

Name of activity	(a) Current year deductions (line 2a)	(b) Prior year unallowed deductions (line 2b)	(c) Overall loss
Total. Enter on Form 8582, lines 2a and 2b			

Worksheet 3—For Form 8582, Lines 3a, 3b, and 3c (See instructions.)

Name of activity	Current year		Prior years	Overall gain or loss	
	(a) Net income (line 3a)	(b) Net loss (line 3b)	(c) Unallowed loss (line 3c)	(d) Gain	(e) Loss
Total. Enter on Form 8582, lines 3a, 3b, and 3c					

Worksheet 4—Use this worksheet if an amount is shown on Form 8582, line 10 or 14 (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Special allowance	(d) Subtract column (c) from column (a)
900 BISCAYNE BLVD	E Ln 22	17,814.	1.00000000	9,019.	8,795.
Total		17,814.	1.00	9,019.	8,795.

Worksheet 5—Allocation of Unallowed Losses (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Unallowed loss
900 BISCAYNE BLVD	E Ln 22	8,795.	1.00000000	0.
Total		8,795.	1.00	0.

Worksheet 6—Allowed Losses (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Unallowed loss	(c) Allowed loss
900 BISCAYNE BLVD	E Ln 22	17,814.	0.	17,814.
Total	▶	17,814.	0.	17,814.

Worksheet 7—Activities With Losses Reported on Two or More Forms or Schedules (See instructions.)

Name of activity:	(a)	(b)	(c) Ratio	(d) Unallowed loss	(e) Allowed loss
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule . ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule . ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule . ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Total	▶		1.00		

Foreign Tax Credit Carryover Statement

2018

COPY 1

Name(s) Shown on Return

ALEXANDRE S CLUG & CAROL A WILSON

Social Security No

[REDACTED]

Foreign Tax Credit Carryovers from 2017

- | | | | | | |
|----------|-------------------------------------|-------------------------|----------|--------------------------|-------------------------------------|
| a | <input checked="" type="checkbox"/> | Passive category income | d | <input type="checkbox"/> | Certain income re-sourced by treaty |
| b | <input type="checkbox"/> | General category income | e | <input type="checkbox"/> | Lump-sum distribution |
| c | <input type="checkbox"/> | Section 901(j) income | | | |

Regular Tax	Foreign Taxes	Disallowed	Utilized	Carryover
2008				
2009				
2010				
2011				
2012				
2013				
2014				
2015				
2016	736.		0.	736.
2017				
Carryover to 2018				736.

Alternative Minimum Tax	Foreign Taxes	Disallowed	Utilized	Carryover
2008				
2009				
2010				
2011				
2012				
2013				
2014				
2015				
2016	736.		0.	736.
2017				
Carryover to 2018				736.

Additional information from your 2018 Federal Tax Return

Schedule E: Supplemental Income and Loss

Line 19 Other Expenses: Property (1)

Continuation Statement

Expense Description	Amount
MAINTENANCE FEES	420.
LAWN CARE	600.
Total	1,020.

Schedule E: Supplemental Income and Loss

Line 19 Other Expenses: Property (2)

Continuation Statement

Expense Description	Amount
CONDO FEES	8,309.
PAINTING	893.
Total	9,202.

Form 1116: Foreign Tax Credit

Line 10

Explanation Statement

Carryback/Carryover	
REGULAR TAX	
Foreign Tax Credit Carryover from 2016	736
Total Foreign Tax Credit Carryover to 2018	736
ALTERNATIVE MINIMUM TAX	
AMT Foreign Tax Credit Carryover from 2016	736
Total AMT Foreign Tax Credit Carryover to 2018	736

IF you live in . . .	THEN use this address to send in your payment . . .
Alabama, Florida, Louisiana, Mississippi, North Carolina, South Carolina, Texas	Internal Revenue Service P.O. Box 1214 Charlotte, NC 28201-1214
Alaska, California, Hawaii, Washington	Internal Revenue Service P.O. Box 7704 San Francisco, CA 94120-7704
Arizona, Colorado, Idaho, Illinois, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Ohio, Oregon, South Dakota, Utah, Wisconsin, Wyoming	Internal Revenue Service P.O. Box 802501 Cincinnati, OH 45280-2501
Arkansas, Connecticut, District of Columbia, Georgia, Indiana, Iowa, Kentucky, Maryland, Missouri, New Jersey, Oklahoma, Rhode Island, Tennessee, Virginia, West Virginia	Internal Revenue Service P.O. Box 931000 Louisville, KY 40293-1000
Delaware, Maine, Massachusetts, New Hampshire, New York, Pennsylvania, Vermont	Internal Revenue Service P.O. Box 37008 Hartford, CT 06176-7008
A foreign country, American Samoa, or Puerto Rico (or are excluding income under Internal Revenue Code 933), or use an APO or FPO address, or file Form 2555 or 4563, or are a dual-status alien or nonpermanent resident of Guam or the U.S. Virgin Islands	Internal Revenue Service P.O. Box 1303 Charlotte, NC 28201-1303

TO PAY YOUR TAXES DUE BY CHECK, MAIL THIS FORM TO THE ADDRESS LISTED BELOW.

▼ Detach Here and Mail With Your Payment and Return ▼

Form **1040-V**
Department of the Treasury
Internal Revenue Service (99)

2019 Payment Voucher

▶ Do not staple or attach this voucher to your payment or return.

3 Amount you are paying by check or money order. Make your check or money order payable to "United States Treasury"	Dollars Cents 2,419.
--	---

REV 04/19/20 TTW 1555

ALEXANDRE S CLUG
CAROL A WILSON
[REDACTED]
MIAMI FL [REDACTED]

INTERNAL REVENUE SERVICE
P.O. BOX 1214
CHARLOTTE, NC 28201-1214

218110542 XA CLUG 30 0 201912 610

Filing Status

Single Married filing jointly Married filing separately (MFS) Head of household (HOH) Qualifying widow(er) (QW)

Check only one box.

If you checked the MFS box, enter the name of spouse. If you checked the HOH or QW box, enter the child's name if the qualifying person is a child but not your dependent.

Form fields for personal information: Your first name and middle initial (ALEXANDRE S), Last name (CLUG), Your social security number, Spouse's social security number, Home address (MIAMI FL), City, town or post office, state, and ZIP code, Foreign country name, Foreign province/state/county, Foreign postal code.

Standard Deduction

Someone can claim: You as a dependent, Your spouse as a dependent, Spouse itemizes on a separate return or you were a dual-status alien

Age/Blindness

You: Were born before January 2, 1955, Are blind, Spouse: Was born before January 2, 1955, Is blind

Dependents (see instructions):

Table with 5 columns: (1) First name, Last name, (2) Social security number, (3) Relationship to you, (4) Child tax credit, Credit for other dependents

Main income table with columns for line numbers and amounts. Includes rows for Wages, Tax-exempt interest, Qualified dividends, IRA distributions, Pensions and annuities, Social security benefits, Capital gain or (loss), Other income from Schedule 1, Adjustments to income, Standard deduction or itemized deductions, Qualified business income deduction, and Taxable income.

Standard Deduction for— Single or Married filing separately, \$12,200; Married filing jointly or Qualifying widow(er), \$24,400; Head of household, \$18,350; If you checked any box under Standard Deduction, see instructions.

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions.

12a	Tax (see Inst.) Check if any from Form(s): 1 <input type="checkbox"/> 8814 2 <input type="checkbox"/> 4972 3 <input type="checkbox"/> _____	12a	5,267.	
b	Add Schedule 2, line 3, and line 12a and enter the total	12b	5,267.	
13a	Child tax credit or credit for other dependents	13a		
b	Add Schedule 3, line 7, and line 13a and enter the total	13b	0.	
14	Subtract line 13b from line 12b. If zero or less, enter -0-	14	5,267.	
15	Other taxes, including self-employment tax, from Schedule 2, line 10	15	2,543.	
16	Add lines 14 and 15. This is your total tax	16	7,810.	
17	Federal income tax withheld from Forms W-2 and 1099	17	5,391.	
18	Other payments and refundable credits:			
a	Earned income credit (EIC)	18a		
b	Additional child tax credit. Attach Schedule 8812	18b		
c	American opportunity credit from Form 8863, line 8	18c		
d	Schedule 3, line 14	18d		
e	Add lines 18a through 18d. These are your total other payments and refundable credits	18e		
19	Add lines 17 and 18e. These are your total payments	19	5,391.	

• If you have a qualifying child, attach Sch. EIC.
• If you have nontaxable combat pay, see instructions.

Refund

20	If line 19 is more than line 16, subtract line 16 from line 19. This is the amount you overpaid	20																					
21a	Amount of line 20 you want refunded to you . If Form 8888 is attached, check here <input type="checkbox"/>	21a																					
b	Routing number <table border="1"><tr><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td></tr></table> c Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		
X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X				
d	Account number <table border="1"><tr><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td></tr></table>	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		
X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X				
22	Amount of line 20 you want applied to your 2020 estimated tax	22																					

Amount You Owe

23	Amount you owe. Subtract line 19 from line 16. For details on how to pay, see instructions	23	2,419.
24	Estimated tax penalty (see instructions)	24	

Third Party Designee

Do you want to allow another person (other than your paid preparer) to discuss this return with the IRS? See instructions. Yes. Complete below. No

(Other than paid preparer) Designee's name Phone no. Personal Identification number (PIN)

Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature	Date	Your occupation EXECUTIVE	If the IRS sent you an Identity Protection PIN, enter it here (see Inst.) <input type="text"/>
Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation MANAGER	If the IRS sent your spouse an Identity Protection PIN, enter it here (see Inst.) <input type="text"/>
Phone no.	Email address		

Paid Preparer Use Only

Preparer's name	Preparer's signature	Date	PTIN	Check if: <input type="checkbox"/> 3rd Party Designee <input type="checkbox"/> Self-employed
Firm's name	Firm's address		Phone no.	Firm's EIN

SCHEDULE 1
(Form 1040 or 1040-SR)

Department of the Treasury
Internal Revenue Service

Additional Income and Adjustments to Income

▶ **Attach to Form 1040 or 1040-SR.**

▶ **Go to www.irs.gov/Form1040 for instructions and the latest information.**

OMB No. 1545-0074

2019
Attachment
Sequence No. **01**

Name(s) shown on Form 1040 or 1040-SR

ALEXANDRE S CLUG & CAROL A WILSON

Your social security number

██████████

At any time during 2019, did you receive, sell, send, exchange, or otherwise acquire any financial interest in any virtual currency?

Yes No

Part I Additional Income

1	Taxable refunds, credits, or offsets of state and local income taxes	1	
2a	Alimony received	2a	
b	Date of original divorce or separation agreement (see instructions) ▶		
3	Business income or (loss). Attach Schedule C	3	18,000.
4	Other gains or (losses). Attach Form 4797	4	
5	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E	5	13,885.
6	Farm income or (loss). Attach Schedule F	6	
7	Unemployment compensation	7	
8	Other income. List type and amount ▶	8	
9	Combine lines 1 through 8. Enter here and on Form 1040 or 1040-SR, line 7a	9	31,885.

Part II Adjustments to Income

10	Educator expenses	10	
11	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106	11	
12	Health savings account deduction. Attach Form 8889	12	
13	Moving expenses for members of the Armed Forces. Attach Form 3903	13	
14	Deductible part of self-employment tax. Attach Schedule SE	14	1,272.
15	Self-employed SEP, SIMPLE, and qualified plans	15	
16	Self-employed health insurance deduction	16	
17	Penalty on early withdrawal of savings	17	
18a	Alimony paid	18a	
b	Recipient's SSN ▶		
c	Date of original divorce or separation agreement (see instructions) ▶		
19	IRA deduction	19	
20	Student loan interest deduction	20	
21	Tuition and fees. Attach Form 8917	21	
22	Add lines 10 through 21. These are your adjustments to income . Enter here and on Form 1040 or 1040-SR, line 8a	22	1,272.

For Paperwork Reduction Act Notice, see your tax return instructions.

REV 04/19/20 TTW

Schedule 1 (Form 1040 or 1040-SR) 2019

SCHEDULE 2
(Form 1040 or 1040-SR)

Department of the Treasury
Internal Revenue Service

Additional Taxes

▶ **Attach to Form 1040 or 1040-SR.**

▶ **Go to www.irs.gov/Form1040 for instructions and the latest information.**

OMB No. 1545-0074

2019
Attachment
Sequence No. **02**

Name(s) shown on Form 1040 or 1040-SR

ALEXANDRE S CLUG & CAROL A WILSON

Your social security number

██████████

Part I Tax

1	Alternative minimum tax. Attach Form 6251	1	
2	Excess advance premium tax credit repayment. Attach Form 8962	2	
3	Add lines 1 and 2. Enter here and include on Form 1040 or 1040-SR, line 12b	3	

Part II Other Taxes

4	Self-employment tax. Attach Schedule SE	4	2,543.
5	Unreported social security and Medicare tax from Form: a <input type="checkbox"/> 4137 b <input type="checkbox"/> 8919	5	
6	Additional tax on IRAs, other qualified retirement plans, and other tax-favored accounts. Attach Form 5329 if required	6	
7a	Household employment taxes. Attach Schedule H	7a	
b	Repayment of first-time homebuyer credit from Form 5405. Attach Form 5405 if required	7b	
8	Taxes from: a <input type="checkbox"/> Form 8959 b <input type="checkbox"/> Form 8960 c <input type="checkbox"/> Instructions; enter code(s) _____	8	
9	Section 965 net tax liability installment from Form 965-A	9	
10	Add lines 4 through 8. These are your total other taxes . Enter here and on Form 1040 or 1040-SR, line 15	10	2,543.

For Paperwork Reduction Act Notice, see your tax return instructions.

REV 04/19/20 TTW

Schedule 2 (Form 1040 or 1040-SR) 2019

SCHEDULE C
(Form 1040 or 1040-SR)

Profit or Loss From Business
(Sole Proprietorship)

OMB No. 1545-0074

2019
Attachment
Sequence No. **09**

Department of the Treasury
Internal Revenue Service (99)

▶ Go to www.irs.gov/ScheduleC for instructions and the latest information.

▶ Attach to Form 1040, 1040-SR, 1040-NR, or 1041; partnerships generally must file Form 1065.

Name of proprietor ALEXANDRE S CLUG		Social security number (SSN) [REDACTED]
A Principal business or profession, including product or service (see instructions) BUSINESS CONSULTANT	B Enter code from instructions ▶ 5 4 1 6 0 0	
C Business name. If no separate business name, leave blank.	D Employer ID number (EIN) (see instr.)	
E Business address (including suite or room no.) ▶ [REDACTED] City, town or post office, state, and ZIP code MIAMI, FL [REDACTED]		
F Accounting method: (1) <input checked="" type="checkbox"/> Cash (2) <input type="checkbox"/> Accrual (3) <input type="checkbox"/> Other (specify) ▶		
G Did you "materially participate" in the operation of this business during 2019? If "No," see instructions for limit on losses		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
H If you started or acquired this business during 2019, check here		<input type="checkbox"/>
I Did you make any payments in 2019 that would require you to file Form(s) 1099? (see instructions)		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
J If "Yes," did you or will you file required Forms 1099?		<input type="checkbox"/> Yes <input type="checkbox"/> No

Part I Income

1 Gross receipts or sales. See instructions for line 1 and check the box if this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked ▶ <input type="checkbox"/>	1	18,000.
2 Returns and allowances	2	
3 Subtract line 2 from line 1	3	18,000.
4 Cost of goods sold (from line 42)	4	
5 Gross profit. Subtract line 4 from line 3	5	18,000.
6 Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)	6	
7 Gross income. Add lines 5 and 6 ▶	7	18,000.

Part II Expenses. Enter expenses for business use of your home **only** on line 30.

8 Advertising	8		18	
9 Car and truck expenses (see instructions).	9		19	
10 Commissions and fees	10		20	
11 Contract labor (see instructions)	11		a	20a
12 Depletion	12		b	20b
13 Depreciation and section 179 expense deduction (not included in Part III) (see instructions).	13		21	21
14 Employee benefit programs (other than on line 19)	14		22	22
15 Insurance (other than health)	15		23	23
16 Interest (see instructions):			24	24
a Mortgage (paid to banks, etc.)	16a		a	24a
b Other	16b		b	24b
17 Legal and professional services	17		25	25
18 Office expense (see instructions)			26	26
19 Pension and profit-sharing plans			27a	27a
20 Rent or lease (see instructions):			27b	27b
a Vehicles, machinery, and equipment				
b Other business property				
21 Repairs and maintenance				
22 Supplies (not included in Part III)		0.		
23 Taxes and licenses				
24 Travel and meals:				
a Travel		0.		
b Deductible meals (see instructions)				
25 Utilities				
26 Wages (less employment credits)				
27a Other expenses (from line 48)				
27b Reserved for future use				
28 Total expenses before expenses for business use of home. Add lines 8 through 27a ▶	28	0.		
29 Tentative profit or (loss). Subtract line 28 from line 7	29	18,000.		
30 Expenses for business use of your home. Do not report these expenses elsewhere. Attach Form 8829 unless using the simplified method (see instructions). Simplified method filers only: enter the total square footage of: (a) your home: _____ and (b) the part of your home used for business: _____. Use the Simplified Method Worksheet in the instructions to figure the amount to enter on line 30	30			
31 Net profit or (loss). Subtract line 30 from line 29. • If a profit, enter on both Schedule 1 (Form 1040 or 1040-SR), line 3 (or Form 1040-NR, line 13) and on Schedule SE, line 2 . (If you checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3 . • If a loss, you must go to line 32.	31	18,000.		
32 If you have a loss, check the box that describes your investment in this activity (see instructions). • If you checked 32a, enter the loss on both Schedule 1 (Form 1040 or 1040-SR), line 3 (or Form 1040-NR, line 13) and on Schedule SE, line 2 . (If you checked the box on line 1, see the line 31 instructions). Estates and trusts, enter on Form 1041, line 3 . • If you checked 32b, you must attach Form 6198 . Your loss may be limited.			32a	<input type="checkbox"/> All investment is at risk.
			32b	<input type="checkbox"/> Some investment is not at risk.

SCHEDULE D
(Form 1040 or 1040-SR)

Capital Gains and Losses

OMB No. 1545-0074

2019

Attachment
Sequence No. **12**

Department of the Treasury
Internal Revenue Service (99)

▶ **Attach to Form 1040, 1040-SR, or 1040-NR.**
▶ **Go to www.irs.gov/ScheduleD for instructions and the latest information.**
▶ **Use Form 8949 to list your transactions for lines 1b, 2, 3, 8b, 9, and 10.**

Name(s) shown on return

ALEXANDRE S CLUG & CAROL A WILSON

Your social security number

██████████

Did you dispose of any investment(s) in a qualified opportunity fund during the tax year? **Yes** **No**

If "Yes," attach Form 8949 and see its instructions for additional requirements for reporting your gain or loss.

Part I Short-Term Capital Gains and Losses—Generally Assets Held One Year or Less (see instructions)

See instructions for how to figure the amounts to enter on the lines below. This form may be easier to complete if you round off cents to whole dollars.	(d) Proceeds (sales price)	(e) Cost (or other basis)	(g) Adjustments to gain or loss from Form(s) 8949, Part I, line 2, column (g)	(h) Gain or (loss) Subtract column (e) from column (d) and combine the result with column (g)
1a Totals for all short-term transactions reported on Form 1099-B for which basis was reported to the IRS and for which you have no adjustments (see instructions). However, if you choose to report all these transactions on Form 8949, leave this line blank and go to line 1b .				
1b Totals for all transactions reported on Form(s) 8949 with Box A checked				
2 Totals for all transactions reported on Form(s) 8949 with Box B checked				
3 Totals for all transactions reported on Form(s) 8949 with Box C checked				
4 Short-term gain from Form 6252 and short-term gain or (loss) from Forms 4684, 6781, and 8824				4
5 Net short-term gain or (loss) from partnerships, S corporations, estates, and trusts from Schedule(s) K-1				5
6 Short-term capital loss carryover. Enter the amount, if any, from line 8 of your Capital Loss Carryover Worksheet in the instructions				6 (41,405.)
7 Net short-term capital gain or (loss). Combine lines 1a through 6 in column (h). If you have any long-term capital gains or losses, go to Part II below. Otherwise, go to Part III on the back				7 -41,405.

Part II Long-Term Capital Gains and Losses—Generally Assets Held More Than One Year (see instructions)

See instructions for how to figure the amounts to enter on the lines below. This form may be easier to complete if you round off cents to whole dollars.	(d) Proceeds (sales price)	(e) Cost (or other basis)	(g) Adjustments to gain or loss from Form(s) 8949, Part II, line 2, column (g)	(h) Gain or (loss) Subtract column (e) from column (d) and combine the result with column (g)
8a Totals for all long-term transactions reported on Form 1099-B for which basis was reported to the IRS and for which you have no adjustments (see instructions). However, if you choose to report all these transactions on Form 8949, leave this line blank and go to line 8b .				
8b Totals for all transactions reported on Form(s) 8949 with Box D checked				
9 Totals for all transactions reported on Form(s) 8949 with Box E checked	14,703.	60.		14,643.
10 Totals for all transactions reported on Form(s) 8949 with Box F checked				
11 Gain from Form 4797, Part I; long-term gain from Forms 2439 and 6252; and long-term gain or (loss) from Forms 4684, 6781, and 8824				11
12 Net long-term gain or (loss) from partnerships, S corporations, estates, and trusts from Schedule(s) K-1				12
13 Capital gain distributions. See the instructions				13 1,705.
14 Long-term capital loss carryover. Enter the amount, if any, from line 13 of your Capital Loss Carryover Worksheet in the instructions				14 (2,898.)
15 Net long-term capital gain or (loss). Combine lines 8a through 14 in column (h). Then go to Part III on the back				15 13,450.

For Paperwork Reduction Act Notice, see your tax return instructions.

BAA

REV 04/19/20 TTW

Schedule D (Form 1040 or 1040-SR) 2019

Part III Summary

<p>16 Combine lines 7 and 15 and enter the result</p> <ul style="list-style-type: none"> • If line 16 is a gain, enter the amount from line 16 on Form 1040 or 1040-SR, line 6; or Form 1040-NR, line 14. Then go to line 17 below. • If line 16 is a loss, skip lines 17 through 20 below. Then go to line 21. Also be sure to complete line 22. • If line 16 is zero, skip lines 17 through 21 below and enter -0- on Form 1040 or 1040-SR, line 6; or Form 1040-NR, line 14. Then go to line 22. 	16	-27,955.
<p>17 Are lines 15 and 16 both gains?</p> <p><input type="checkbox"/> Yes. Go to line 18.</p> <p><input type="checkbox"/> No. Skip lines 18 through 21, and go to line 22.</p>		
<p>18 If you are required to complete the 28% Rate Gain Worksheet (see instructions), enter the amount, if any, from line 7 of that worksheet ▶</p>	18	
<p>19 If you are required to complete the Unrecaptured Section 1250 Gain Worksheet (see instructions), enter the amount, if any, from line 18 of that worksheet ▶</p>	19	
<p>20 Are lines 18 and 19 both zero or blank?</p> <p><input type="checkbox"/> Yes. Complete the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Forms 1040 and 1040-SR, line 12a (or in the instructions for Form 1040-NR, line 42). Don't complete lines 21 and 22 below.</p> <p><input type="checkbox"/> No. Complete the Schedule D Tax Worksheet in the instructions. Don't complete lines 21 and 22 below.</p>		
<p>21 If line 16 is a loss, enter here and on Form 1040 or 1040-SR, line 6; or Form 1040-NR, line 14, the smaller of:</p> <ul style="list-style-type: none"> • The loss on line 16; or • (\$3,000), or if married filing separately, (\$1,500) } <p>Note: When figuring which amount is smaller, treat both amounts as positive numbers.</p>	21	(3,000.)
<p>22 Do you have qualified dividends on Form 1040 or 1040-SR, line 3a; or Form 1040-NR, line 10b?</p> <p><input checked="" type="checkbox"/> Yes. Complete the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Forms 1040 and 1040-SR, line 12a (or in the instructions for Form 1040-NR, line 42).</p> <p><input type="checkbox"/> No. Complete the rest of Form 1040, 1040-SR, or 1040-NR.</p>		

Name(s) shown on return. Name and SSN or taxpayer identification no. not required if shown on other side

Social security number or taxpayer identification number

ALEXANDRE S CLUG & CAROL A WILSON

Before you check Box D, E, or F below, see whether you received any Form(s) 1099-B or substitute statement(s) from your broker. A substitute statement will have the same information as Form 1099-B. Either will show whether your basis (usually your cost) was reported to the IRS by your broker and may even tell you which box to check.

Part II Long-Term. Transactions involving capital assets you held more than 1 year are generally long-term (see instructions). For short-term transactions, see page 1.

Note: You may aggregate all long-term transactions reported on Form(s) 1099-B showing basis was reported to the IRS and for which no adjustments or codes are required. Enter the totals directly on Schedule D, line 8a; you aren't required to report these transactions on Form 8949 (see instructions).

You must check Box D, E, or F below. Check only one box. If more than one box applies for your long-term transactions, complete a separate Form 8949, page 2, for each applicable box. If you have more long-term transactions than will fit on this page for one or more of the boxes, complete as many forms with the same box checked as you need.

- (D)** Long-term transactions reported on Form(s) 1099-B showing basis was reported to the IRS (see **Note** above)
- (E)** Long-term transactions reported on Form(s) 1099-B showing basis **wasn't** reported to the IRS
- (F)** Long-term transactions not reported to you on Form 1099-B

1	(a) Description of property (Example: 100 sh. XYZ Co.)	(b) Date acquired (Mo., day, yr.)	(c) Date sold or disposed of (Mo., day, yr.)	(d) Proceeds (sales price) (see instructions)	(e) Cost or other basis. See the Note below and see <i>Column (e)</i> in the separate instructions	Adjustment, if any, to gain or loss. If you enter an amount in column (g), enter a code in column (f). See the separate instructions.		(h) Gain or (loss). Subtract column (e) from column (d) and combine the result with column (g)
						(f) Code(s) from instructions	(g) Amount of adjustment	
	AVRA	Various	10/01/19	14,703.	60.			14,643.
2 Totals. Add the amounts in columns (d), (e), (g), and (h) (subtract negative amounts). Enter each total here and include on your Schedule D, line 8b (if Box D above is checked), line 9 (if Box E above is checked), or line 10 (if Box F above is checked) ▶				14,703.	60.			14,643.

Note: If you checked Box D above but the basis reported to the IRS was incorrect, enter in column (e) the basis as reported to the IRS, and enter an adjustment in column (g) to correct the basis. See *Column (g)* in the separate instructions for how to figure the amount of the adjustment.

SCHEDULE E
(Form 1040 or 1040-SR)

Supplemental Income and Loss

(From rental real estate, royalties, partnerships, S corporations, estates, trusts, REMICs, etc.)

OMB No. 1545-0074

2019

Attachment
Sequence No. **13**

Department of the Treasury
Internal Revenue Service (99)

▶ Attach to Form 1040, 1040-SR, 1040-NR, or 1041.

▶ Go to www.irs.gov/ScheduleE for instructions and the latest information.

Name(s) shown on return

ALEXANDRE S CLUG & CAROL A WILSON

Your social security number

[REDACTED]

Part I Income or Loss From Rental Real Estate and Royalties Note: If you are in the business of renting personal property, use Schedule C (see instructions). If you are an individual, report farm rental income or loss from Form 4835 on page 2, line 40.

A Did you make any payments in 2019 that would require you to file Form(s) 1099? (see instructions) Yes No

B If "Yes," did you or will you file required Forms 1099? Yes No

1a	Physical address of each property (street, city, state, ZIP code)					
A	[REDACTED]	PALM BEACH FL	[REDACTED]			
B	[REDACTED]	MIAMI FL	[REDACTED]			
C	[REDACTED]	PALM BEACH GARDENS FL	[REDACTED]			
1b	Type of Property (from list below)	2	Fair Rental Days	Personal Use Days	QJV	
A	1	For each rental real estate property listed above, report the number of fair rental and personal use days. Check the QJV box only if you meet the requirements to file as a qualified joint venture. See instructions.	A	365	0	<input type="checkbox"/>
B	1		B	365	0	<input type="checkbox"/>
C	1		C	365	0	<input type="checkbox"/>

Type of Property:

- 1 Single Family Residence 3 Vacation/Short-Term Rental 5 Land 7 Self-Rental
- 2 Multi-Family Residence 4 Commercial 6 Royalties 8 Other (describe)

Income:	Properties:	A	B	C
3 Rents received	3	23,925.	28,800.	25,548.
4 Royalties received	4			
Expenses:				
5 Advertising	5			
6 Auto and travel (see instructions)	6	145.	2,227.	145.
7 Cleaning and maintenance	7			
8 Commissions.	8			
9 Insurance	9	503.	584.	1,228.
10 Legal and other professional fees	10			
11 Management fees	11			
12 Mortgage interest paid to banks, etc. (see instructions)	12	2,934.	6,265.	
13 Other interest.	13			
14 Repairs.	14	3,257.		346.
15 Supplies	15	840.		141.
16 Taxes	16	4,984.	6,211.	5,051.
17 Utilities.	17			
18 Depreciation expense or depletion	18	3,818.	13,924.	8,392.
19 Other (list) ▶ See Line 19 Other Expenses	19	1,020.	8,835.	4,709.
20 Total expenses. Add lines 5 through 19	20	17,501.	38,046.	20,012.
21 Subtract line 20 from line 3 (rents) and/or 4 (royalties). If result is a (loss), see instructions to find out if you must file Form 6198	21	6,424.	-9,246.	5,536.
22 Deductible rental real estate loss after limitation, if any, on Form 8582 (see instructions)	22	()	(-9,246.)	()
23a Total of all amounts reported on line 3 for all rental properties	23a		78,273.	
b Total of all amounts reported on line 4 for all royalty properties	23b			
c Total of all amounts reported on line 12 for all properties	23c		9,199.	
d Total of all amounts reported on line 18 for all properties	23d		26,134.	
e Total of all amounts reported on line 20 for all properties	23e		75,559.	
24 Income. Add positive amounts shown on line 21. Do not include any losses	24			11,960.
25 Losses. Add royalty losses from line 21 and rental real estate losses from line 22. Enter total losses here	25		(9,246.)	
26 Total rental real estate and royalty income or (loss). Combine lines 24 and 25. Enter the result here. If Parts II, III, IV, and line 40 on page 2 do not apply to you, also enter this amount on Schedule 1 (Form 1040 or 1040-SR), line 5, or Form 1040-NR, line 18. Otherwise, include this amount in the total on line 41 on page 2	26			2,714.

Name(s) shown on return. Do not enter name and social security number if shown on other side.

Your social security number

ALEXANDRE S CLUG & CAROL A WILSON

[Redacted]

Caution: The IRS compares amounts reported on your tax return with amounts shown on Schedule(s) K-1.

Part II Income or Loss From Partnerships and S Corporations - Note: If you report a loss, receive a distribution, dispose of stock, or receive a loan repayment from an S corporation, you must check the box in column (e) on line 28 and attach the required basis computation. If you report a loss from an at-risk activity for which any amount is not at risk, you must check the box in column (f) on line 28 and attach Form 6198 (see instructions).

27 Are you reporting any loss not allowed in a prior year due to the at-risk or basis limitations, a prior year unallowed loss from a passive activity (if that loss was not reported on Form 8582), or unreimbursed partnership expenses? If you answered "Yes," see instructions before completing this section. [] Yes [X] No

Table with 6 columns: (a) Name, (b) Enter P for partnership; S for S corporation, (c) Check if foreign partnership, (d) Employer identification number, (e) Check if basis computation is required, (f) Check if any amount is not at risk. Row A: DOLPHIN GROUP LLC, S, [], [Redacted], [], [].

Summary table for Part II with columns: (g) Passive loss allowed, (h) Passive income from Schedule K-1, (i) Nonpassive loss allowed, (j) Section 179 expense deduction from Form 4562, (k) Nonpassive income from Schedule K-1. Totals: 11,171.

Part III Income or Loss From Estates and Trusts

Table with 2 columns: (a) Name, (b) Employer identification number. Rows A and B are empty.

Summary table for Part III with columns: (c) Passive deduction or loss allowed, (d) Passive income from Schedule K-1, (e) Deduction or loss from Schedule K-1, (f) Other income from Schedule K-1. Totals: 35, 36, 37.

Part IV Income or Loss From Real Estate Mortgage Investment Conduits (REMICs) - Residual Holder

Table with 5 columns: (a) Name, (b) Employer identification number, (c) Excess inclusion from Schedules Q, line 2c, (d) Taxable income (net loss) from Schedules Q, line 1b, (e) Income from Schedules Q, line 3b. Row 39: Combine columns (d) and (e) only.

Part V Summary

Summary table for Part V with columns: Description, Amount. Row 40: Net farm rental income or (loss) from Form 4835. Row 41: Total income or (loss). Row 42: Reconciliation of farming and fishing income. Row 43: Reconciliation for real estate professionals.

SCHEDULE SE
(Form 1040 or 1040-SR)

Self-Employment Tax

OMB No. 1545-0074

2019

Attachment
Sequence No. **17**

Department of the Treasury
Internal Revenue Service (99)

▶ Go to www.irs.gov/ScheduleSE for instructions and the latest information.

▶ Attach to Form 1040, 1040-SR, or 1040-NR.

Name of person with self-employment income (as shown on Form 1040, 1040-SR, or 1040-NR)

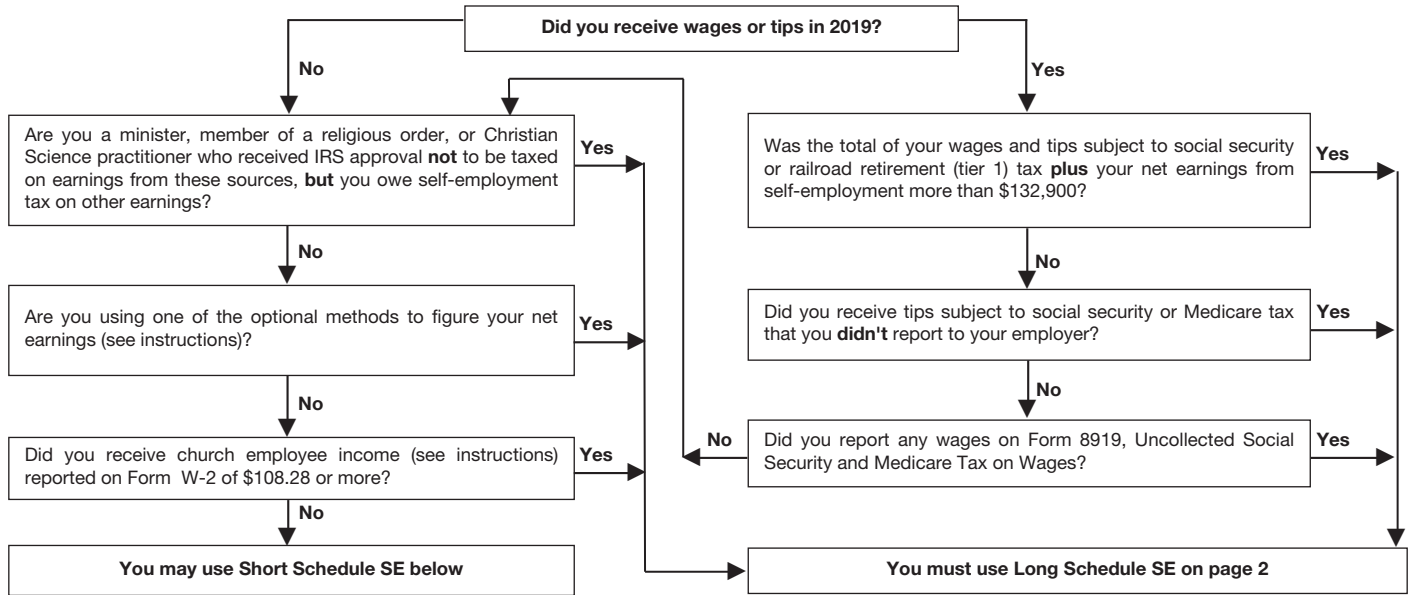
ALEXANDRE S CLUG

Social security number of person
with self-employment income ▶

Before you begin: To determine if you must file Schedule SE, see the instructions.

May I Use Short Schedule SE or Must I Use Long Schedule SE?

Note: Use this flowchart **only** if you must file Schedule SE. If unsure, see *Who Must File Schedule SE* in the instructions.



Section A—Short Schedule SE. Caution: Read above to see if you can use Short Schedule SE.

1a	Net farm profit or (loss) from Schedule F, line 34, and farm partnerships, Schedule K-1 (Form 1065), box 14, code A	1a	
b	If you received social security retirement or disability benefits, enter the amount of Conservation Reserve Program payments included on Schedule F, line 4b, or listed on Schedule K-1 (Form 1065), box 20, code AH	1b	()
2	Net profit or (loss) from Schedule C, line 31; and Schedule K-1 (Form 1065), box 14, code A (other than farming). Ministers and members of religious orders, see instructions for types of income to report on this line. See instructions for other income to report	2	18,000.
3	Combine lines 1a, 1b, and 2	3	18,000.
4	Multiply line 3 by 92.35% (0.9235). If less than \$400, you don't owe self-employment tax; don't file this schedule unless you have an amount on line 1b ▶	4	16,623.
5	Self-employment tax. If the amount on line 4 is: • \$132,900 or less, multiply line 4 by 15.3% (0.153). Enter the result here and on Schedule 2 (Form 1040 or 1040-SR), line 4, or Form 1040-NR, line 55. • More than \$132,900, multiply line 4 by 2.9% (0.029). Then, add \$16,479.60 to the result. Enter the total here and on Schedule 2 (Form 1040 or 1040-SR), line 4, or Form 1040-NR, line 55 .	5	2,543.
6	Deduction for one-half of self-employment tax. Multiply line 5 by 50% (0.50). Enter the result here and on Schedule 1 (Form 1040 or 1040-SR), line 14, or Form 1040-NR, line 27	6	1,272.

Foreign Tax Credit

(Individual, Estate, or Trust)

▶ Attach to Form 1040, 1040-SR, 1040-NR, 1041, or 990-T. COPY 1

▶ Go to www.irs.gov/Form1116 for instructions and the latest information.

Name ALEXANDRE S CLUG & CAROL A WILSON Identifying number as shown on page 1 of your tax return XXXXXXXXXX

Use a separate Form 1116 for each category of income listed below. See *Categories of Income* in the instructions. Check only one box on each Form 1116. Report all amounts in U.S. dollars except where specified in Part II below.

- a** Section 951A category income **c** Passive category income **e** Section 901(j) income **g** Lump-sum distributions
b Foreign branch category income **d** General category income **f** Certain income re-sourced by treaty

h Resident of (name of country) ▶ USA

Note: If you paid taxes to only one foreign country or U.S. possession, use column A in Part I and line A in Part II. If you paid taxes to more than one foreign country or U.S. possession, use a separate column and line for each country or possession.

Part I Taxable Income or Loss From Sources Outside the United States (for category checked above)

i	Enter the name of the foreign country or U.S. possession ▶	Foreign Country or U.S. Possession			Total (Add cols. A, B, and C.)
		A	B	C	
1a	Gross income from sources within country shown above and of the type checked above (see instructions): ----- -----				1a
b	Check if line 1a is compensation for personal services as an employee, your total compensation from all sources is \$250,000 or more, and you used an alternative basis to determine its source (see instructions) . . . ▶ <input type="checkbox"/>				
Deductions and losses (Caution: See instructions.):					
2	Expenses definitely related to the income on line 1a (attach statement)				
3	Pro rata share of other deductions not definitely related:				
a	Certain itemized deductions or standard deduction (see instructions)				
b	Other deductions (attach statement)				
c	Add lines 3a and 3b				
d	Gross foreign source income (see instructions)				
e	Gross income from all sources (see instructions)				
f	Divide line 3d by line 3e (see instructions)				
g	Multiply line 3c by line 3f				
4	Pro rata share of interest expense (see instructions):				
a	Home mortgage interest (use the Worksheet for Home Mortgage Interest in the instructions)				
b	Other interest expense				
5	Losses from foreign sources				
6	Add lines 2, 3g, 4a, 4b, and 5				6
7	Subtract line 6 from line 1a. Enter the result here and on line 15, page 2 ▶				7

Part II Foreign Taxes Paid or Accrued (see instructions)

Country	Credit is claimed for taxes (you must check one) (j) <input type="checkbox"/> Paid (k) <input type="checkbox"/> Accrued	Foreign taxes paid or accrued								
		In foreign currency				In U.S. dollars				
		Taxes withheld at source on:			(p) Other foreign taxes paid or accrued	Taxes withheld at source on:			(t) Other foreign taxes paid or accrued	(u) Total foreign taxes paid or accrued (add cols. (q) through (t))
		(l) Date paid or accrued	(m) Dividends	(n) Rents and royalties		(o) Interest	(q) Dividends	(r) Rents and royalties		
A										
B										
C										
8	Add lines A through C, column (u). Enter the total here and on line 9, page 2 ▶									8

Part III Figuring the Credit

9	Enter the amount from line 8. These are your total foreign taxes paid or accrued for the category of income checked above Part I . . .	9		
10	Carryback or carryover (attach detailed computation) SEE STMT (If your income was section 951A category income (box a above Part I), leave line 10 blank.)	10	736.	
11	Add lines 9 and 10	11	736.	
12	Reduction in foreign taxes (see instructions)	12	()	
13	Taxes reclassified under high tax kickout (see instructions) . . .	13		
14	Combine lines 11, 12, and 13. This is the total amount of foreign taxes available for credit . . .	14		736.
15	Enter the amount from line 7. This is your taxable income or (loss) from sources outside the United States (before adjustments) for the category of income checked above Part I (see instructions)	15		
16	Adjustments to line 15 (see instructions)	16		
17	Combine the amounts on lines 15 and 16. This is your net foreign source taxable income. (If the result is zero or less, you have no foreign tax credit for the category of income you checked above Part I. Skip lines 18 through 22. However, if you are filing more than one Form 1116, you must complete line 20.)	17		
18	Individuals: Enter the amount from Form 1040 or 1040-SR, line 11b; or Form 1040-NR, line 41. Estates and trusts: Enter your taxable income without the deduction for your exemption Caution: If you figured your tax using the lower rates on qualified dividends or capital gains, see instructions.	18		
19	Divide line 17 by line 18. If line 17 is more than line 18, enter "1"	19		
20	Individuals: Enter the total of Form 1040 or 1040-SR, line 12a, and Schedule 2 (Form 1040 or 1040-SR), line 2. If you are a nonresident alien, enter the total of Form 1040-NR, lines 42 and 44. Estates and trusts: Enter the amount from Form 1041, Schedule G, line 1a; or the total of Form 990-T, lines 41, 42, and 44. Foreign estates and trusts should enter the amount from Form 1040-NR, line 42 Caution: If you are completing line 20 for separate category g (lump-sum distributions), see instructions.	20		
21	Multiply line 20 by line 19 (maximum amount of credit)	21		
22	Enter the smaller of line 14 or line 21. If this is the only Form 1116 you are filing, skip lines 23 through 30 and enter this amount on line 31. Otherwise, complete the appropriate line in Part IV (see instructions) ▶	22		

Part IV Summary of Credits From Separate Parts III (see instructions)

23	Credit for taxes on section 951A category income	23		
24	Credit for taxes on foreign branch category income	24		
25	Credit for taxes on passive category income	25		
26	Credit for taxes on general category income	26		
27	Credit for taxes on section 901(j) income	27		
28	Credit for taxes on certain income re-sourced by treaty	28		
29	Credit for taxes on lump-sum distributions	29		
30	Add lines 23 through 29	30		
31	Enter the smaller of line 20 or line 30	31		
32	Reduction of credit for international boycott operations. See instructions for line 12	32		
33	Subtract line 32 from line 31. This is your foreign tax credit . Enter here and on Schedule 3 (Form 1040 or 1040-SR), line 1; Form 1040-NR, line 46; Form 1041, Schedule G, line 2a; or Form 990-T, line 46a ▶	33		0.

**Qualified Business Income Deduction
Simplified Computation**

Department of the Treasury
Internal Revenue Service

▶ **Attach to your tax return.**

Attachment
Sequence No. **55**

▶ **Go to www.irs.gov/Form8995 for instructions and the latest information.**

Name(s) shown on return

ALEXANDRE S CLUG & CAROL A WILSON

Your taxpayer identification number

██████████

1	(a) Trade, business, or aggregation name	(b) Taxpayer identification number	(c) Qualified business income or (loss)
i	CONDOMINIUM	██████████	-9,246.
ii	NORTH PALM BEACH HOUSE	██████████	6,424.
iii	DOLPHIN GROUP LLC	██████████	11,171.
iv	ALEXANDRE S CLUG	██████████	5,536.
v	ALEXANDRE S CLUG	██████████	16,728.
2	Total qualified business income or (loss). Combine lines 1i through 1v, column (c)	2 30,613.	
3	Qualified business net (loss) carryforward from the prior year	3 (10,570.)	
4	Total qualified business income. Combine lines 2 and 3. If zero or less, enter -0-	4 20,043.	
5	Qualified business income component. Multiply line 4 by 20% (0.20)		5 4,009.
6	Qualified REIT dividends and publicly traded partnership (PTP) income or (loss) (see instructions)	6	
7	Qualified REIT dividends and qualified PTP (loss) carryforward from the prior year	7 (0.)	
8	Total qualified REIT dividends and PTP income. Combine lines 6 and 7. If zero or less, enter -0-	8 0.	
9	REIT and PTP component. Multiply line 8 by 20% (0.20)		9 0.
10	Qualified business income deduction before the income limitation. Add lines 5 and 9		10 4,009.
11	Taxable income before qualified business income deduction	11 52,308.	
12	Net capital gain (see instructions)	12 1,189.	
13	Subtract line 12 from line 11. If zero or less, enter -0-	13 51,119.	
14	Income limitation. Multiply line 13 by 20% (0.20)		14 10,224.
15	Qualified business income deduction. Enter the lesser of line 10 or line 14. Also enter this amount on the applicable line of your return ▶		15 4,009.
16	Total qualified business (loss) carryforward. Combine lines 2 and 3. If greater than zero, enter -0-		16 (0.)
17	Total qualified REIT dividends and PTP (loss) carryforward. Combine lines 6 and 7. If greater than zero, enter -0-		17 (0.)

Depreciation and Amortization
(Including Information on Listed Property)

Department of the Treasury
Internal Revenue Service (99)

▶ Attach to your tax return.

▶ Go to www.irs.gov/Form4562 for instructions and the latest information.

Name(s) shown on return ALEXANDRE S CLUG & CAROL A WILSON	Business or activity to which this form relates Sch E	Identifying number [REDACTED]
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Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1 Maximum amount (see instructions)	1	1,020,000.
2 Total cost of section 179 property placed in service (see instructions)	2	
3 Threshold cost of section 179 property before reduction in limitation (see instructions)	3	2,550,000.
4 Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5 Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	
6 (a) Description of property	(b) Cost (business use only)	(c) Elected cost
7 Listed property. Enter the amount from line 29	7	
8 Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9 Tentative deduction. Enter the smaller of line 5 or line 8	9	
10 Carryover of disallowed deduction from line 13 of your 2018 Form 4562	10	
11 Business income limitation. Enter the smaller of business income (not less than zero) or line 5. See instructions	11	
12 Section 179 expense deduction. Add lines 9 and 10, but don't enter more than line 11	12	
13 Carryover of disallowed deduction to 2020. Add lines 9 and 10, less line 12	13	

Note: Don't use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property. See instructions.)

14 Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year. See instructions	14	
15 Property subject to section 168(f)(1) election	15	
16 Other depreciation (including ACRS)	16	

Part III MACRS Depreciation (Don't include listed property. See instructions.)

Section A

17 MACRS deductions for assets placed in service in tax years beginning before 2019	17	13,924.
18 If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here <input type="checkbox"/>		

Section B—Assets Placed in Service During 2019 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only—see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property			27.5 yrs.	MM	S/L	
i Nonresidential real property			39 yrs.	MM	S/L	

Section C—Assets Placed in Service During 2019 Tax Year Using the Alternative Depreciation System

20a Class life					S/L	
b 12-year			12 yrs.		S/L	
c 30-year			30 yrs.	MM	S/L	
d 40-year			40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21 Listed property. Enter amount from line 28	21	
22 Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations—see instructions	22	13,924.
23 For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

Part V Listed Property (Include automobiles, certain other vehicles, certain aircraft, and property used for entertainment, recreation, or amusement.)

Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete **only** 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A—Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.)

24a Do you have evidence to support the business/investment use claimed? **Yes** **No** **24b** If "Yes," is the evidence written? **Yes** **No**

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/Convention	(h) Depreciation deduction	(i) Elected section 179 cost
25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use. See instructions .						25		
26 Property used more than 50% in a qualified business use:								
		%						
		%						
		%						
27 Property used 50% or less in a qualified business use:								
AUTO	01/01/2019	14.52 %				S/L -		
		%				S/L -		
		%				S/L -		
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1 .						28		
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1							29	

Section B—Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle 1		(b) Vehicle 2		(c) Vehicle 3		(d) Vehicle 4		(e) Vehicle 5		(f) Vehicle 6	
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
30 Total business/investment miles driven during the year (don't include commuting miles)	3,840											
31 Total commuting miles driven during the year	0											
32 Total other personal (noncommuting) miles driven	22,610											
33 Total miles driven during the year. Add lines 30 through 32	26,450											
34 Was the vehicle available for personal use during off-duty hours?	X											
35 Was the vehicle used primarily by a more than 5% owner or related person?	X											
36 Is another vehicle available for personal use?	X											

Section C—Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who **aren't** more than 5% owners or related persons. See instructions.

	Yes	No
37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39 Do you treat all use of vehicles by employees as personal use?		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use? See instructions.		

Note: If your answer to 37, 38, 39, 40, or 41 is "Yes," don't complete Section B for the covered vehicles.

Part VI Amortization

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2019 tax year (see instructions):					
43 Amortization of costs that began before your 2019 tax year				43	
44 Total. Add amounts in column (f). See the instructions for where to report				44	

Depreciation and Amortization (Including Information on Listed Property)

Department of the Treasury Internal Revenue Service (99)

Attach to your tax return.

Go to www.irs.gov/Form4562 for instructions and the latest information.

Name(s) shown on return: ALEXANDRE S CLUG & CAROL A WILSON; Business or activity to which this form relates: Sch E; Identifying number

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

Table with 5 columns: Line number, Description, and Amount. Includes lines 1-13 for Section 179 election details.

Note: Don't use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property. See instructions.)

Table with 2 columns: Line number and Description. Includes lines 14-16 for special depreciation allowance.

Part III MACRS Depreciation (Don't include listed property. See instructions.)

Section A

Table with 2 columns: Line number and Description. Includes lines 17-18 for MACRS deductions.

Section B - Assets Placed in Service During 2019 Tax Year Using the General Depreciation System

Table with 7 columns: (a) Classification of property, (b) Month and year placed in service, (c) Basis for depreciation, (d) Recovery period, (e) Convention, (f) Method, (g) Depreciation deduction. Includes lines 19a-i.

Section C - Assets Placed in Service During 2019 Tax Year Using the Alternative Depreciation System

Table with 7 columns: (a) Class life, (b) Recovery period, (c) Convention, (d) Method. Includes lines 20a-d.

Part IV Summary (See instructions.)

Table with 2 columns: Line number and Description. Includes lines 21-23 for summary totals.

Additional information from your 2019 Federal Tax Return

Schedule E: Supplemental Income and Loss

Line 19 Other Expenses: Property (1)

Continuation Statement

Expense Description	Amount
MAINTENANCE FEES	420.
LAWN CARE	600.
Total	1,020.

Schedule E: Supplemental Income and Loss

Line 19 Other Expenses: Property (2)

Continuation Statement

Expense Description	Amount
CONDO FEES	8,835.
Total	8,835.

Schedule E: Supplemental Income and Loss

Line 19 Other Expenses: Property (3)

Continuation Statement

Expense Description	Amount
HOA FEES	3,060.
STORAGE	1,649.
Total	4,709.

Form 1116: Foreign Tax Credit

Line 10

Explanation Statement

Carryback/Carryover	
REGULAR TAX	
Foreign Tax Credit Carryover from 2016	736
Total Foreign Tax Credit Carryover to 2019	736
ALTERNATIVE MINIMUM TAX	
AMT Foreign Tax Credit Carryover from 2016	736
Total AMT Foreign Tax Credit Carryover to 2019	736

EXHIBIT 7

Specialized Loan
Servicing

Part of the Computershare Group

6200 S. QUEBEC ST
GREENWOOD VILLAGE, CO 80111



ALEXANDRE CLUG

JUPITER, FL

001305

To obtain information about your account, contact SLS at: 1-800-315-4757 or visit our website at www.sls.net. SLS accepts calls from relay services on behalf of hearing impaired borrowers.

Mortgage Statement
Statement Date: 11/16/20

Account Number	1011595220
Payment Due Date	12/01/20
Total Amount Due[‡]	\$2,586.39
<i>If payment is received after 12/16/20, \$98.02 late fee will be charged.</i>	

Property Address:

MIAMI, FL

Account Information	
Outstanding Principal	\$167,037.36
Escrow Balance	\$447.90
Suspense	\$0.00
Deferred Principal	\$0.00
Deferred Interest	\$0.00
Other Deferred Amounts	\$0.00
Interest Rate	3.25000%
Prepayment Penalty	No

Explanation of Amount Due	
Principal	\$1,508.06
Interest	\$452.39
Escrow (for Taxes and Insurance)	\$625.94
Regular Monthly Payment	\$2,586.39
Total New Fees Charged	\$0.00
Past Due Amounts	\$0.00
Suspense	(\$0.00)
TOTAL AMOUNT DUE[‡]	\$2,586.39

Past Payments Breakdown		
	Paid Last Month	Paid Year to Date
Principal	\$1,503.98	\$16,322.19
Interest	\$456.47	\$5,242.76
Escrow (Taxes and Insurance)	\$545.34	\$5,998.74
Fees/Charges/Optional Product	\$0.00	\$0.00
Suspense	\$0.00	\$0.00
Total	\$2,505.79	\$27,563.69

Important Messages
If your account has been approved for a forbearance plan, your payment is not due until the end of that plan.
 You are currently due for the 12/01/20 payment.
Housing Counselor Information: If you would like counseling or assistance, you can contact the following: U.S. Department of Housing and Urban Development (HUD): For a list of homeownership counselors or counseling organizations in your area, go to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm> or call 1-800-569-4287.
[‡]**Amount to bring loan current:** Please note, if your account is past due, this amount may not include all fees or other amounts necessary to fully reinstate your loan. Please contact SLS at 1-800-306-6062 for a full reinstatement quote.

Transaction Activity (10/15/20 to 11/16/20)									
Effective Date	Description	Total	Interest	Principal	Escrow (for Taxes and Insurance)	Optional Product	Fees/Charges	Suspense*	
11/11/20	Taxes Disbursement	6272.30	0.00	0.00	6272.30	0.00	0.00	0.00	
11/14/20	Mortgage Payment	2505.79	456.47	1503.98	545.34	0.00	0.00	0.00	



Part of the Computershare Group

PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND DISCLOSURES.

142SLP0008

SPECIALIZED LOAN SERVICING LLC
PO BOX 636007
LITTLETON, CO 80163-6007

MONTHLY PAYMENT NOTICE

Make checks payable to: Specialized Loan Servicing LLC
 Check if your address has changed and fill out form on reverse side, signature required.

LOAN NUMBER: 1011595220
DATE: 11/16/20

MIAMI, FL

Payment Due Date **12/01/20**
Total Amount Due **\$2,586.39**

When sending more than the amount due, complete the following:

TOTAL AMOUNT ENCLOSED

Additional Principal \$ _____
Additional Escrow \$ _____



SPECIALIZED LOAN SERVICING LLC
PO BOX 60535
CITY OF INDUSTRY, CA 91716-0535

This statement reflects amounts automatically debited from your designated accounts via our Automated Payment Program. This is not a bill. It is to be used for informational purposes. Your next scheduled draft date is 12/14/20.

101159522081002586390002684410002586399

How to Contact Us			
All Loan Payments:	Specialized Loan Servicing LLC P.O. Box 60535 City of Industry, CA 91716-0535	Notices of Error and Requests for Information (Including Qualified Written Requests):	Specialized Loan Servicing LLC P.O. Box 630147 Littleton, CO 80163-0147
Overnight Payment /Mail:	Specialized Loan Servicing LLC 6200 S. Quebec St Greenwood Village, CO 80111	General Inquiries & Payoffs:	Specialized Loan Servicing LLC P.O. Box 636005 Littleton, CO 80163-6005 General Fax: 1-720-241-7218 Payoff Fax: 1-720-241-7537 Online/Email: www.sls.net
Wire Transfer Payments:	MoneyGram Payments: Specialized Loan Servicing LLC Receive Code: 6114 Western Union Payments: Specialized Loan Servicing LLC Code City: PAYSLS State: CO	Insurance Information:	Specialized Loan Servicing LLC P.O. Box 4500 Springfield, OH 45501 Phone: 1-800-441-4145 Fax: 1-678-475-8763 www.MyCoverageInfo.com PIN Number mci2453
Tax Information:	Specialized Loan Servicing LLC 3001 Hackberry Rd Irving, TX 75063 Phone: 1-866-801-1373 Fax: 1-817-826-0460	Insurance Loss Claims Information:	Specialized Loan Servicing LLC P.O. Box 6501 Springfield, OH 45501 Phone: 1-888-528-0454 Fax: 1-678-459-9746 www.InsuranceClaimCheck.com

Payment Options and Notices	
Regular payment instructions	Payments received at an SLS location on a business day prior to 5:00 p.m. ET and in proper form will be effective dated as of the date of receipt. <ul style="list-style-type: none"> • AVOID DELAYS IN PAYMENT PROCESSING: • Always mail the payment in proper form. Proper form includes submitting your payment with the attached coupon, in the window envelope provided, and writing your account number on the check. Failure to do any of these steps may delay the posting of the payment. • Do Not Send Cash Do not send correspondence with your payment. Send all correspondence to the applicable address listed above. In the event that you do not receive your monthly billing statement, PLEASE DO NOT DELAY PAYMENT. Write your account number on the check and mail it to the payment address listed above. Payments must be sent in proper form to avoid a delay in processing.
Important information for customers paying by check	When you pay your bill by check, you authorize us to electronically process your payment. If your check is processed electronically, your checking account may be debited on the same day we receive the check and it will not be returned with your checking account statement. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item. Note: The information on this Statement is subject to reversal of previous payments made that may not be honored by your bank.
Payment options	Official Payments automated service allows you to make your payment conveniently with one of our Customer Care associates, the automated service system, or via our website. Official Payments may charge a convenience fee for their services. Please contact Specialized Loan Servicing LLC from 6:00 a.m. until 6:00 p.m. MT, Monday through Friday, or by going to our website www.sls.net . Payments sent via certified mail or overnight must be sent to the overnight address above. Failure to do so may result in a delay in posting.
Loan payoffs & reinstatement quotes	The information on the front of this statement cannot be used for payoff purposes. All requests for payoff information may be made by calling our Customer Care toll free at 1-800-315-4757, by faxing your request to 1-720-241-7537, or by mailing your request to the address listed above. Please be advised that there may be a fee for preparation and delivery of a payoff statement, which may vary according to state law. All requests must accompany the customer's authorization. Please allow 5 business days for processing, unless otherwise indicated by applicable law. The information on the front of this statement cannot be used for reinstatement of the loan. All requests for a reinstatement quote may be made by calling 1-800-306-6062, by faxing your request to 1-720-241-7537, or by mailing your request to the address above.

Important Information and Legal Disclosures	
Escrow, Tax	Specialized Loan Servicing LLC performs an annual escrow analysis, which may result in a payment adjustment. Your monthly home loan payment may include an amount to be deposited into an escrow or impound account from which we pay the insurance and/or taxes. We may review this account during the first 12 months to ensure that our monthly payment to this account is appropriate. If Specialized Loan Servicing LLC is maintaining an account on your behalf, please carefully read the information listed below. TAX INFORMATION: Please immediately forward any property tax bill sent to you to Specialized Loan Servicing LLC Tax Department at the address listed above, so that you can avoid penalties incurred by late tax payments.
Insurance	The terms of your mortgage loan require that you maintain insurance coverage on the property. If you do not provide evidence of insurance, we may have to place coverage with an agent of our choice to protect our security interest. Any insurance correspondence should be forwarded immediately to SLS Insurance Department at the address listed above. If you wish to make a mid-term insurance policy substitution, you are responsible for canceling the previous policy and paying the new carrier. You must send SLS Insurance Department a copy of the cancellation notice for the prior policy, a copy of the new policy with the appropriate mortgagee clause and a paid receipt for the first year's premium. We encourage you to contact your insurance company immediately to verify that your policy reflects Specialized Loan Servicing LLC as your new loan servicer. Your mortgagee clause must read as follows: "Specialized Loan Servicing LLC, its successors and/or assigns." Please also provide your insurance agent with your new account number and Specialized Loan Servicing LLC insurance address listed above. For insurance loss claims, please refer to the contact information listed above.
Credit Reporting	As required by law, we may provide information to credit bureaus about an insolvency, delinquency, late payment or default on your account and this may be included on your credit report.
Error Resolution and Requests for Information	Borrowers have certain rights under Federal law related to resolving errors and requesting information about their account. You may learn more about your rights by contacting Specialized Loan Servicing LLC at 1-800-315-4757 or you may visit our website at www.sls.net to find additional information about our error resolution procedures and requests for information. Notices of Error and Requests for Information must be sent to P.O. Box 630147, Littleton, CO 80163-0147.
Fee Disclosure	Information regarding fees Specialized Loan Servicing LLC may charge for certain services is available on our website at www.sls.net or by calling our Customer Care toll free at 1-800-315-4757.
SCRA Notice	If you are a servicemember or person eligible for protection under the Servicemembers Civil Relief Act (SCRA), your loan may not incur fees, and we will not move for foreclosure as long as you are protected by SCRA. If you believe you may be eligible for SCRA protection, please contact us at 1-800-315-4757.

BANKRUPTCY NOTICE - IF YOU ARE A CUSTOMER IN BANKRUPTCY OR A CUSTOMER WHO HAS RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT: PLEASE BE ADVISED THAT THIS NOTICE IS TO INFORM YOU OF THE STATUS OF THE MORTGAGE SECURED BY THE SUBJECT PROPERTY. THIS NOTICE CONSTITUTES NEITHER A DEMAND FOR PAYMENT NOR A NOTICE OF PERSONAL LIABILITY TO ANY RECIPIENT HEREOF, WHO MIGHT HAVE RECEIVED A DISCHARGE OF SUCH DEBT IN ACCORDANCE WITH APPLICABLE BANKRUPTCY LAWS OR WHO MIGHT BE SUBJECT TO THE AUTOMATIC STAY OF SECTION 362 OF THE UNITED STATES BANKRUPTCY CODE. IF YOU RECEIVED A DISCHARGE OF THE DEBT IN BANKRUPTCY, WE ARE AWARE THAT YOU HAVE NO PERSONAL OBLIGATION TO REPAY THE DEBT. WE RETAIN THE RIGHT TO ENFORCE THE LIEN AGAINST THE COLLATERAL PROPERTY, WHICH HAS NOT BEEN DISCHARGED IN YOUR BANKRUPTCY, IF ALLOWED BY LAW AND/OR CONTRACT. IF YOU HAVE QUESTIONS, PLEASE CONTACT US AT 1-800-306-6057.

Change of Address	
Check the appropriate box:	<input type="checkbox"/> Change of Mailing Address <input type="checkbox"/> Change of Telephone Number
Borrower's Name:	_____
Borrower's New Street Address:	_____
City, State, Zip/Postal Code:	_____
Borrower's Telephone Number: Home: (_____) _____	Work: (_____) _____
Loan Number: _____	Signature Required: _____

RESIDENTIAL LEASE FOR APARTMENT OR UNIT IN MULTI-FAMILY RENTAL HOUSING (OTHER THAN A DUPLEX) INCLUDING A MOBILE HOME, CONDOMINIUM, OR COOPERATIVE (FOR A TERM NOT TO EXCEED ONE YEAR)



2666 Brickell Ave
Miami, FL 33129
t. 305.856.2600
f. 305.857.3636

(Not To Be Used For Commercial, Agricultural, or Other Residential Property)

WARNING: IT IS VERY IMPORTANT TO READ ALL OF THE LEASE CAREFULLY. THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS.

AN ASTERISK (*) OR A BLANK SPACE () INDICATES A PROVISION WHERE A CHOICE OR A DECISION MUST BE MADE BY THE PARTIES.

NO CHANGES OR ADDITIONS TO THIS FORM MAY BE MADE UNLESS A LAWYER IS CONSULTED.

I. TERMS AND PARTIES. This is a lease (the "Lease") for a period of 12 months (the "Lease Term"), beginning

March 1, 2020
(month, day, year)

and ending February 28, 2021
(month, day, year)

, between

ALEXANDRE CLUG

(name of owner of the property)

and

ADAM FROST

(name(s) of person(s) to whom the property is leased)

(In the Lease, the owner, whether one or more, of the property is called "Landlord." All persons to whom the property is leased are called "Tenant.")

Landlord's E-mail Address: [REDACTED]

Landlord's Telephone Number: [REDACTED]

Tenant's E-mail Address: [REDACTED]

Tenant's Telephone Number: [REDACTED]

II. PROPERTY RENTED. Landlord leases to Tenant apartment or unit no. [REDACTED] in the building located at

[REDACTED]
(street address)

known as

[REDACTED]
(name of apartment or condominium)

MIAMI
(city)

Florida [REDACTED], together with the following furniture and appliances:

(zip code)

Refrigerator, Electric Range/Microwave, Dishwasher, Washer & Dryer, Lighting Fixtures, Shades, TV w Rack

[List all furniture and appliances. If none, write "none."] (In the Lease, the property leased, including furniture and appliances, if any, is called "the Premises.")

III. COMMON AREAS. Landlord grants to Tenant permission to use, during the Lease Term, along with others, the common areas of the building and the development of which the Premises are a part.

IV. RENT PAYMENTS AND CHARGES. Tenant shall pay rent for the Premises in installments of \$2,500.00 each on the 1ST day of each MONTH [month, week]

(a "Rental Installment Period," as used in the Lease, shall be a month if rent is paid monthly, and a week if rent is paid weekly.) Tenant shall pay with each rent payment all taxes imposed on the rent by taxing authorities. The amount of taxes payable on the beginning date of the Lease is \$_____ for each installment. The amount of each installment of rent plus taxes ("the Lease Payment"), as of the date the Lease begins, is \$2,500.00. Landlord will notify Tenant if the amount of the tax changes. Tenant shall pay the rent and all other charges required to be paid under the Lease by cash, valid check, or money order. Landlord may appoint an agent to collect the Lease Payment and to perform Landlord's obligations.

Landlord ([Signature]) and Tenant ([Signature]) acknowledge receipt of a copy of this page, which is Page 1 of 18.
RLAUC-1x Rev 8/14 Approved on April 15, 2010, by the Supreme Court of Florida, for use under rule 10-2.1(a) of the Rules Regulating the Florida Bar.

Unless this box is checked, the Lease Payments must be paid in advance beginning March 1, 2020.

If the tenancy starts on a day other than the first day of the month or week as designated above, the rent shall be prorated from

_____ through _____ in the amount of \$ _____ and shall be due
(date) (date)

on _____ (If rent paid monthly, prorate on a 30-day month.)
(date)

V. DEPOSITS, ADVANCE RENT, AND LATE CHARGES. In addition to the Lease Payments described above, Tenant shall pay the following: (check only those items that apply)

a security deposit of \$2,400 (paid in 2018) to be paid upon signing the Lease.

advance rent in the amount of \$ 2,500.00 for the Rental Installment Periods of FIRST MONTH to be paid upon signing the Lease.

a pet deposit in the amount of \$ _____ to be paid upon signing the Lease.

a late charge in the amount of \$ 75.00 for each Lease Payment made more than 3 days after the date it is due.

bad check fee in the amount \$75.00 (not to exceed \$20.00 or 5% of the Lease Payment, whichever is greater) if Tenant makes any Lease Payment with a bad check. If Tenant makes any Lease Payment with a bad check, Landlord can require Tenant to pay all future Lease Payments in cash or by money order.

Other: Tenant shall pay the \$2,400 security deposit to the association (paid in 2018)

Other: Any imposed late fees or returned check fees shall become part of the rent due.

VI. SECURITY DEPOSITS AND ADVANCE RENT. If Tenant has paid a security deposit or advance rent the following provisions apply:

A. Landlord shall hold the money in a separate interest-bearing or non-interest-bearing account in a Florida banking institution for the benefit of Tenant. If Landlord deposits the money in an interest-bearing account, Landlord must pay Tenant interest of at least 75% of the annualized average interest paid by the bank or 5% per year simple interest, whichever Landlord chooses. Landlord cannot mix such money with any other funds of Landlord or pledge, mortgage, or make any other use of such money until the money is actually due to Landlord; or

B. Landlord must post a surety bond in the manner allowed by law. If Landlord posts the bond, Landlord shall pay Tenant 5% interest per year.

At the end of the Lease, Landlord will pay Tenant, or credit against rent, the interest due to Tenant. No interest will be due Tenant if Tenant wrongfully terminates the Lease before the end of the Lease Term.

C. If Landlord rents 5 or more dwelling units, then within 30 days of Tenant's payment of the advance rent or any security deposit, Landlord must notify Tenant in writing of the manner in which Landlord is holding such money, the interest rate, if any, that Tenant will receive, and when such payments will be made.

VII. NOTICES. ALEXANDRE CLUG is Landlord's Agent. All notices to Landlord and all
(name)

Lease Payments must be sent to Landlord's Agent at _____ JUPITER, FL, _____
(address)

unless Landlord gives Tenant written notice of a change. Landlord's Agent may perform inspections on behalf of Landlord, subject to Article XII below. All notices to Landlord shall be given by certified mail, return receipt requested, or by hand delivery to Landlord or Landlord's Agent.

Any notice to Tenant shall be given by certified mail, return receipt requested, or delivered to Tenant at the Premises. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at the Premises.

VIII. USE OF PREMISES. Tenant shall use the Premises only for residential purposes. Tenant also shall obey, and require anyone on the Premises to obey, all laws and any restrictions that apply to the Premises. Landlord will give Tenant notice of any restrictions that apply to the Premises.

If the Premises are located in a condominium or cooperative development, the Lease and Tenant's rights under it, including as to the common areas, are subject to all terms of the governing documents for the project, including, without limitation, any Declaration of Condominium or proprietary lease, and any restrictions, rules, and regulations now existing or hereafter adopted, amended, or repealed.

Landlord (AC) and Tenant (AB) acknowledge receipt of a copy of this page, which is Page 2 of 18.
RLAUC-1x Rev 8/14 Approved on April 15, 2010, by the Supreme Court of Florida, for use under rule 10-2.1(a) of the Rules Regulating the Florida Bar.

Unless this box is checked, Landlord may adopt, modify, or repeal rules and regulations for the use of common areas and conduct on the Premises during the Lease Term. All rules and regulations must be reasonable and in the best interest of the development in which the Premises are located.

Occasional overnight guests are permitted. An occasional overnight guest is one who does not stay more than 10 nights in any calendar month (if left blank, 7). Landlord's written approval is required to allow anyone else to occupy the Premises.

Unless this box is checked or a pet deposit has been paid, Tenant may not keep or allow pets or animals on the Premises without Landlord's approval of the pet or animal in writing.

Unless this box is checked, no smoking is permitted in the Premises.

Tenant shall not keep any dangerous or flammable items that might increase the danger of fire or damage on the Premises without Landlord's consent.

Tenant shall not create any environmental hazards on or about the Premises.

Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises belonging to Landlord, nor permit any person to do so.

Tenant may not make any alterations or improvements to the Premises without first obtaining Landlord's written consent to the alteration or improvement. However, unless this box is checked, Tenant may hang pictures and install window treatments in the Premises without Landlord's consent, provided Tenant removes all such items before the end of the Lease Term and repairs all damage resulting from the removal.

Tenant must act, and require all other persons on the Premises to act, in a manner that does not unreasonably disturb any neighbors or constitute a breach of the peace.

IX. MAINTENANCE. Landlord and Tenant agree that the maintenance of the Premises must be performed by the person indicated below:

A. Landlord's Required Maintenance. Landlord will comply with applicable building, housing, and health codes relating to the Premises. If there are no applicable building, housing, or health codes, Landlord shall maintain and repair the roofs, porches, windows, exterior walls, screens, foundations, floors, structural components, and steps, and keep the plumbing in reasonable working order. If the Premises are located in a condominium, Landlord and Tenant acknowledge that the maintenance of the structural elements and common areas is performed by the condominium association as part of the common area maintenance. Landlord shall assure that the association complies with applicable building, housing, and health codes relating to the Premises. If there are no applicable building, housing, or health codes, Landlord shall assure that the association maintains and repairs roofs, porches, windows, exterior walls, screens, foundations, floors, structural components, and steps, and keeps the plumbing in reasonable working order. Landlord will be responsible for the maintenance of any items listed above for which the association is not responsible.

B. Elective Maintenance. Fill in each blank space in this section with Landlord or Tenant to show who will take care of the item noted. If a space is left blank, Landlord will be required to take care of that item (or assure that the association takes care of the items if the Premises are located in a condominium).

<input checked="" type="checkbox"/>	Landlord	<input type="checkbox"/>	Tenant	Smoke Detectors
<input type="checkbox"/>	Landlord	<input checked="" type="checkbox"/>	Tenant	Extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs
<input type="checkbox"/>	Landlord	<input checked="" type="checkbox"/>	Tenant	Locks and keys
<input checked="" type="checkbox"/>	Landlord	<input type="checkbox"/>	Tenant	Clean and safe condition of outside areas
<input checked="" type="checkbox"/>	Landlord	<input type="checkbox"/>	Tenant	Garbage removal and outside garbage receptacles
<input checked="" type="checkbox"/>	Landlord	<input type="checkbox"/>	Tenant	Running water
<input checked="" type="checkbox"/>	Landlord	<input type="checkbox"/>	Tenant	Hot water
<input type="checkbox"/>	Landlord	<input type="checkbox"/>	Tenant	Lawn
<input checked="" type="checkbox"/>	Landlord	<input type="checkbox"/>	Tenant	Heat
<input checked="" type="checkbox"/>	Landlord	<input type="checkbox"/>	Tenant	Air conditioning
<input type="checkbox"/>	Landlord	<input checked="" type="checkbox"/>	Tenant	Furniture
<input checked="" type="checkbox"/>	Landlord	<input type="checkbox"/>	Tenant	Appliances
<input checked="" type="checkbox"/>	Landlord	<input type="checkbox"/>	Tenant	Fixtures
<input type="checkbox"/>	Landlord	<input type="checkbox"/>	Tenant	Pool (including filters, machinery, and equipment)
<input type="checkbox"/>	Landlord	<input checked="" type="checkbox"/>	Tenant	Heating and air conditioning filters
<input type="checkbox"/>	Landlord	<input checked="" type="checkbox"/>	Tenant	Other: Cable & Internet. Tenant must replace smoke detector batteries.

Tenant's responsibility, if any, indicated above, shall include major maintenance or major replacement of equipment.

Landlord shall be responsible for major maintenance or major replacement of equipment, except for equipment for which Tenant has accepted responsibility for major maintenance or major replacement in the previous paragraph.

Major maintenance or major replacement means a repair or replacement that costs more than \$ 200.00.

Landlord [Signature] and Tenant [Signature] acknowledge receipt of a copy of this page, which is Page 3 of 18. RLAUCC-1x Rev 8/14 Approved on April 15, 2010, by the Supreme Court of Florida, for use under rule 10-2.1(a) of the Rules Regulating the Florida Bar.

Tenant shall be required to vacate the Premises on 7 days' written notice, if necessary, for extermination pursuant to this subparagraph. When vacation of the Premises is required for extermination, Landlord shall not be liable for damages but shall abate the rent.

Nothing in this section makes Landlord responsible for any condition created or caused by the negligent or wrongful act or omission of Tenant, any member of Tenant's family, or any other person on the Premises with Tenant's consent.

- C. Tenant's Required Maintenance. At all times during the Lease Term, Tenant shall:
1. comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes;
 2. keep the Premises clean and sanitary;
 3. remove all garbage from the dwelling unit in a clean and sanitary manner;
 4. keep all plumbing fixtures in the dwelling unit clean, sanitary, and in repair; and
 5. use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators.

X. UTILITIES. Tenant shall pay all charges for hook-up, connection, and deposit for providing all utilities and utility services to the Premises during the Lease Term except WATER, SEWER, BASIC CABLE AND INTERNET, which Landlord agrees to provide at Landlord's expense. (Specify any utilities to be provided and paid for by Landlord such as water, sewer, oil, gas, electricity, telephone, garbage removal, etc.).

XI. SERVICEMEMBER. If Tenant is a member of the United States Armed Forces on active duty or state active duty or a member of the Florida National Guard or United States Reserve Forces, the Tenant has rights to terminate the Lease as provided in Section 83.682, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

XII. LANDLORD'S ACCESS TO PREMISES. Landlord or Landlord's Agent may enter the Premises in the following circumstances:

- A. At any time for the protection or preservation of the Premises.
- B. After reasonable notice to Tenant at reasonable times for the purpose of repairing the Premises.
- C. To inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances:
 1. with Tenant's consent;
 2. in case of emergency;
 3. when Tenant unreasonably withholds consent; or
 4. if Tenant is absent from the Premises for a period of at least one-half a Rental Installment Period. (If the rent is current and Tenant notifies Landlord of an intended absence, then Landlord may enter only with Tenant's consent or for the protection or preservation of the Premises.)

XIII. PROHIBITED ACTS BY LANDLORD. Landlord is prohibited from taking certain actions as described in Section 83.67, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

XIV. CASUALTY DAMAGE. If the Premises are damaged or destroyed other than by wrongful or negligent acts of Tenant or persons on the Premises with Tenant's consent, so that the use of the Premises is substantially impaired, Tenant may terminate the Lease within 30 days after the damage or destruction and Tenant will immediately vacate the Premises. If Tenant vacates, Tenant is not liable for rent that would have been due after the date of termination. Tenant may vacate the part of the Premises rendered unusable by the damage or destruction, in which case Tenant's liability for rent shall be reduced by the fair rental value of the part of the Premises that was damaged or destroyed.



XV. DEFAULTS/REMEDIES. Should a party to the Lease fail to fulfill their responsibilities under the Lease or need to determine whether there has been a default of the Lease, refer to Part II, Chapter 83, entitled Florida Residential Landlord and Tenant Act which contains information on defaults and remedies. A copy of the current version of this Act is attached to the Lease.

XVI. ASSIGNMENT AND SUBLEASING. Unless this box is checked, Tenant may not assign the Lease or sublease all or any part of the Premises without first obtaining Landlord's written approval and consent to the assignment or sublease.

XVII. RISK OF LOSS. Subject to the next sentence, Landlord shall not be liable for any loss by reason of damage, theft, or otherwise to the contents, belongings, and personal effects of the Tenant, or Tenant's family, agents, employees, guests, or visitors. Landlord shall not be liable if such damage, theft, or loss is caused by Tenant, Tenant's family, agents, employees, guests, or visitors. Nothing contained in this provision shall relieve Landlord or Tenant from responsibility for loss, damage, or injury caused by its own negligence or willful conduct.

XVIII. SUBORDINATION. The Lease is automatically subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.

XIX. LIENS. The interest of the Landlord shall not be subject to liens for improvements by the Tenant as provided in Section 713.10, Florida Statutes. Tenant shall notify all parties performing work on the Premises at Tenant's request that the Lease does not allow any liens to attach to Landlord's interest.

Landlord  () and Tenant  () acknowledge receipt of a copy of this page, which is Page 4 of 18.
RLAUCC-1x Rev 8/14 Approved on April 15, 2010, by the Supreme Court of Florida, for use under rule 10-2.1(a) of the Rules Regulating the Florida Bar.

XX. APPROVAL CONTINGENCY. If applicable, the Lease is conditioned upon approval of Tenant by the association that governs the Premises. Any application fee required by an association shall be paid by Landlord Tenant. If such approval is not obtained prior to commencement of Lease Term, either party may terminate the Lease by written notice to the other given at any time prior to approval by the association, and if the Lease is terminated, Tenant shall receive return of deposits specified in Article V, if made. If the Lease is not terminated, rent shall abate until the approval is obtained from the association. Tenant agrees to use due diligence in applying for association approval and to comply with the requirements for obtaining approval. Landlord Tenant shall pay the security deposit required by the association, if applicable.

XXI. RENEWAL/EXTENSION. The Lease can be renewed or extended only by a written agreement signed by both Landlord and Tenant, but in no event may the total Lease Term exceed one year. A new lease is required for each year.

XXII. LEAD-BASED PAINT. Check and complete if the dwelling was built before January 1, 1978. **Lead Warning Statement** (when used in this article, the term Lessor refers to Landlord and the term Lessee refers to Tenant)

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

 (a) Presence of lead-based paint or lead-based paint hazards (check (i) or (ii) below):
 (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

 (ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
 (b) Records and reports available to the Lessor (check (i) or (ii) below):
 (i) Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

 (c) Lessee has received copies of all information listed above.
 (d) Lessee has received the pamphlet **Protect Your Family From Lead in Your Home.**

Agent's Acknowledgment (Initial)

 (e) Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

<u> <i> </i> </u> Lessor's signature	<u> Feb 28, 2020 </u> Date	_____	_____
<u> <i> </i> </u> Lessee's signature	<u> 2-18-2020 </u> Date	_____	_____
_____	_____	_____	_____
Agent's signature	Date	Agent's signature	Date

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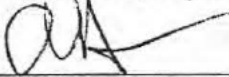
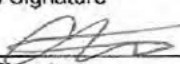
XXIII. ATTORNEYS' FEES. In any lawsuit brought to enforce the Lease or under applicable law, the party in whose favor a judgment or decree has been rendered may recover its reasonable court costs, including attorneys' fees, from the non-prevailing party.

XXIV. MISCELLANEOUS.

- A. Time is of the essence of the performance of each party's obligations under the Lease.
- B. The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.
- C. The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally.
- D. No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord.
- E. All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.
- F. The place for filing any suits or other proceedings with respect to the Lease shall be the county in which the Premises is located.
- G. Landlord and Tenant will use good faith in performing their obligations under the Lease.
- H. As required by law, Landlord makes the following disclosure: "RADON GAS." Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

XXV. TENANT'S PERSONAL PROPERTY. TENANT MUST INITIAL IN THIS BOX FOR THE FOLLOWING PROVISION TO APPLY. BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.



The Lease has been executed by the parties on the dates indicated below.

 _____ Landlord's Signature	Feb 28, 2020 _____ Date
_____ Landlord's Signature	_____ Date
 _____ Tenant's Signature	2-18-2020 _____ Date
_____ Tenant's Signature	_____ Date

This form was completed with the assistance of:

Name of Individual: _____
Name of Business: _____
Address: _____
Telephone Number: _____

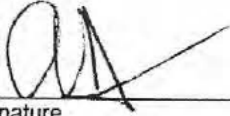
Copy of Current Version of Florida Residential Landlord and Tenant Act, Part II, Chapter 83, Florida Statutes to Be Attached

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Early Termination Fee/Liquidated Damages Addendum

I agree, as provided in the rental agreement, to pay \$ 2,500.00 (an amount that does not exceed two months' rent) as liquidated damages or an early termination fee if I elect to terminate the rental agreement and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

I do not agree to liquidated damages or an early termination fee, and I acknowledge that the landlord may seek damages as provided by law.



Landlord's Signature

Feb 28, 2020

Date

Landlord's Signature

Date



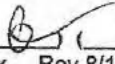
Tenant's Signature

2-18-2020

Date

Tenant's Signature

Date

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Regulating the Florida Bar.

Florida Residential Landlord and Tenant Act

PART II

RESIDENTIAL TENANCIES

- 83.40 Short title.
- 83.41 Application.
- 83.42 Exclusions from application of part.
- 83.43 Definitions.
- 83.44 Obligation of good faith.
- 83.45 Unconscionable rental agreement or provision.
- 83.46 Rent; duration of tenancies.
- 83.47 Prohibited provisions in rental agreements.
- 83.48 Attorney fees.
- 83.49 Deposit money or advance rent; duty of landlord and tenant.
- 83.50 Disclosure of landlord's address.
- 83.51 Landlord's obligation to maintain premises.
- 83.52 Tenant's obligation to maintain dwelling unit.
- 83.53 Landlord's access to dwelling unit.
- 83.535 Flotation bedding system; restrictions on use.
- 83.54 Enforcement of rights and duties; civil action; criminal offenses.
- 83.55 Right of action for damages.
- 83.56 Termination of rental agreement.
- 83.57 Termination of tenancy without specific term.
- 83.575 Termination of tenancy with specific duration.
- 83.58 Remedies; tenant holding over.
- 83.59 Right of action for possession.
- 83.595 Choice of remedies upon breach or early termination by tenant.
- 83.60 Defenses to action for rent or possession; procedure.
- 83.61 Disbursement of funds in registry of court; prompt final hearing.
- 83.62 Restoration of possession to landlord.
- 83.625 Power to award possession and enter money judgment.
- 83.63 Casualty damage.
- 83.64 Retaliatory conduct.
- 83.67 Prohibited practices.
- 83.681 Orders to enjoin violations of this part.
- 83.682 Termination of rental agreement by a servicemember.

83.40 Short title.-- This part shall be known as the "Florida Residential Landlord and Tenant Act."

History.-- s. 2, ch. 73-330.

83.41 Application.-- This part applies to the rental of a dwelling unit.

History.--s. 2, ch. 73-330; ss. 2, 20, ch. 82-66.

83.42 Exclusions from application of part.-- This part does not apply to:

- (1) Residency or detention in a facility, whether public or private, when residence or detention is incidental to the provision of medical, geriatric, educational, counseling, religious, or similar services. For residents of a facility licensed under part II of chapter 400, the provisions of s. 400.0255 are the exclusive procedures for all transfers and discharges.
- (2) Occupancy under a contract of sale of a dwelling unit or the property of which it is a part in which the buyer has paid at least 12 months' rent or in which the buyer has paid at least 1 month's rent and a deposit of at least 5 percent of the purchase price of the property.
- (3) Transient occupancy in a hotel, condominium, motel, roominghouse, or similar public lodging, or transient occupancy in a mobile home park.
- (4) Occupancy by a holder of a proprietary lease in a cooperative apartment.
- (5) Occupancy by an owner of a condominium unit.

History.--s. 2, ch. 73-330; s. 40, ch. 2012-160; s. 1, ch. 2013-136.

83.43 Definitions.-- As used in this part, the following words and terms shall have the following meanings unless some other meaning is plainly indicated:

- (1) "Building, housing, and health codes" means any law, ordinance, or governmental regulation concerning health, safety, sanitation or fitness for habitation, or the construction, maintenance, operation, occupancy, use, or appearance, of any dwelling unit.
- (2) "Dwelling unit" means:
 - (a) A structure or part of a structure that is rented for use as a home, residence, or sleeping place by one person or by two or more persons

Landlord (*B*) and Tenant (*A*) acknowledge receipt of a copy of this page, which is Page 8 of 18.

who maintain a common household.

(b) A mobile home rented by a tenant.

(c) A structure or part of a structure that is furnished, with or without rent, as an incident of employment for use as a home, residence, or sleeping place by one or more persons.

(3) "Landlord" means the owner or lessor of a dwelling unit.

(4) "Tenant" means any person entitled to occupy a dwelling unit under a rental agreement.

(5) "Premises" means a dwelling unit and the structure of which it is a part and a mobile home lot and the appurtenant facilities and grounds, areas, facilities, and property held out for the use of tenants generally.

(6) "Rent" means the periodic payments due the landlord from the tenant for occupancy under a rental agreement and any other payments due the landlord from the tenant as may be designated as rent in a written rental agreement.

(7) "Rental agreement" means any written agreement, including amendments or addenda, or oral agreement for a duration of less than 1 year, providing for use and occupancy of premises.

(8) "Good faith" means honesty in fact in the conduct or transaction concerned.

(9) "Advance rent" means moneys paid to the landlord to be applied to future rent payment periods, but does not include rent paid in advance for a current rent payment period.

(10) "Transient occupancy" means occupancy when it is the intention of the parties that the occupancy will be temporary.

(11) "Deposit money" means any money held by the landlord on behalf of the tenant, including, but not limited to, damage deposits, security deposits, advance rent deposit, pet deposit, or any contractual deposit agreed to between landlord and tenant either in writing or orally.

(12) "Security deposits" means any moneys held by the landlord as security for the performance of the rental agreement, including, but not limited to, monetary damage to the landlord caused by the tenant's breach of lease prior to the expiration thereof.

(13) "Legal holiday" means holidays observed by the clerk of the court.

(14) "Servicemember" shall have the same meaning as provided in s. 250.01.

(15) "Active duty" shall have the same meaning as provided in s. 250.01.

(16) "State active duty" shall have the same meaning as provided in s. 250.01.

(17) "Early termination fee" means any charge, fee, or forfeiture that is provided for in a written rental agreement and is assessed to a tenant when a tenant elects to terminate the rental agreement, as provided in the agreement, and vacates a dwelling unit before the end of the rental agreement. An early termination fee does not include:

(a) Unpaid rent and other accrued charges through the end of the month in which the landlord retakes possession of the dwelling unit.

(b) Charges for damages to the dwelling unit.

(c) Charges associated with a rental agreement settlement, release, buy-out, or accord and satisfaction agreement.

History.--s. 2, ch. 73-330; s. 1, ch. 74-143; s. 1, ch. 81-190; s. 3, ch. 83-151; s. 17, ch. 94-170; s. 2, ch. 2003-72; s. 1, ch. 2008-131.

83.44 Obligation of good faith.-- Every rental agreement or duty within this part imposes an obligation of good faith in its performance or enforcement.

History.--s. 2, ch. 73-330.

83.45 Unconscionable rental agreement or provision.--

(1) If the court as a matter of law finds a rental agreement or any provision of a rental agreement to have been unconscionable at the time it was made, the court may refuse to enforce the rental agreement, enforce the remainder of the rental agreement without the unconscionable provision, or so limit the application of any unconscionable provision as to avoid any unconscionable result.

(2) When it is claimed or appears to the court that the rental agreement or any provision thereof may be unconscionable, the parties shall be afforded a reasonable opportunity to present evidence as to meaning, relationship of the parties, purpose, and effect to aid the court in making the determination.

History.--s. 2, ch. 73-330.



83.46 Rent; duration of tenancies.--

(1) Unless otherwise agreed, rent is payable without demand or notice; periodic rent is payable at the beginning of each rent payment period; and rent is uniformly apportionable from day to day.

(2) If the rental agreement contains no provision as to duration of the tenancy, the duration is determined by the periods for which the rent is payable. If the rent is payable weekly, then the tenancy is from week to week; if payable monthly, tenancy is from month to month; if payable quarterly, tenancy is from quarter to quarter; if payable yearly, tenancy is from year to year.

(3) If the dwelling unit is furnished without rent as an incident of employment and there is no agreement as to the duration of the tenancy, the duration is determined by the periods for which wages are payable. If wages are payable weekly or more frequently, then the tenancy is from week to week; and if wages are payable monthly or no wages are payable, then the tenancy is from month to month. In the event that the employee ceases employment, the employer shall be entitled to rent for the period from the day after the employee ceases employment until the day that the dwelling unit is vacated at a rate equivalent to the rate charged for similarly situated residences in the area. This subsection shall not apply to an employee or a resident manager of an apartment house or an apartment complex when there is a written agreement to the contrary.

History.--s. 2, ch. 73-330; s. 2, ch. 81-190; s. 2, ch. 87-195; s. 2, ch. 90-133; s. 1, ch. 93-255.

Landlord  () and Tenant  () acknowledge receipt of a copy of this page, which is Page 9 of 18.

83.47 Prohibited provisions in rental agreements.--

- (1) A provision in a rental agreement is void and unenforceable to the extent that it:
- (a) Purports to waive or preclude the rights, remedies, or requirements set forth in this part.
 - (b) Purports to limit or preclude any liability of the landlord to the tenant or of the tenant to the landlord, arising under law.
- (2) If such a void and unenforceable provision is included in a rental agreement entered into, extended, or renewed after the effective date of this part and either party suffers actual damages as a result of the inclusion, the aggrieved party may recover those damages sustained after the effective date of this part.



History.--s. 2, ch. 73-330.

83.48 Attorney's fees.--In any civil action brought to enforce the provisions of the rental agreement or this part, the party in whose favor a judgment or decree has been rendered may recover reasonable attorney fees and court costs from the nonprevailing party. The right to attorney fees in this section may not be waived in a lease agreement. However, attorney fees may not be awarded under this section in a claim for personal injury damages based on a breach of duty under s. 83.51. **History.--**s. 2, ch. 73-330; s. 4, ch. 83-151; s. 2, ch. 2013-136.

83.49 Deposit money or advance rent; duty of landlord and tenant.--

- (1) Whenever money is deposited or advanced by a tenant on a rental agreement as security for performance of the rental agreement or as advance rent for other than the next immediate rental period, the landlord or the landlord's agent shall either:
- (a) Hold the total amount of such money in a separate non-interest-bearing account in a Florida banking institution for the benefit of the tenant or tenants. The landlord shall not commingle such moneys with any other funds of the landlord or hypothecate, pledge, or in any other way make use of such moneys until such moneys are actually due the landlord;
 - (b) Hold the total amount of such money in a separate interest-bearing account in a Florida banking institution for the benefit of the tenant or tenants, in which case the tenant shall receive and collect interest in an amount of at least 75 percent of the annualized average interest rate payable on such account or interest at the rate of 5 percent per year, simple interest, whichever the landlord elects. The landlord shall not commingle such moneys with any other funds of the landlord or hypothecate, pledge, or in any other way make use of such moneys until such moneys are actually due the landlord; or
 - (c) Post a surety bond, executed by the landlord as principal and a surety company authorized and licensed to do business in the state as surety, with the clerk of the circuit court in the county in which the dwelling unit is located in the total amount of the security deposits and advance rent he or she holds on behalf of the tenants or \$50,000, whichever is less. The bond shall be conditioned upon the faithful compliance of the landlord with the provisions of this section and shall run to the Governor for the benefit of any tenant injured by the landlord's violation of the provisions of this section. In addition to posting the surety bond, the landlord shall pay to the tenant interest at the rate of 5 percent per year, simple interest. A landlord, or the landlord's agent, engaged in the renting of dwelling units in five or more counties, who holds deposit moneys or advance rent and who is otherwise subject to the provisions of this section, may, in lieu of posting a surety bond in each county, elect to post a surety bond in the form and manner provided in this paragraph with the office of the Secretary of State. The bond shall be in the total amount of the security deposit or advance rent held on behalf of tenants or in the amount of \$250,000, whichever is less. The bond shall be conditioned upon the faithful compliance of the landlord with the provisions of this section and shall run to the Governor for the benefit of any tenant injured by the landlord's violation of this section. In addition to posting a surety bond, the landlord shall pay to the tenant interest on the security deposit or advance rent held on behalf of that tenant at the rate of 5 percent per year simple interest.
- (2) The landlord shall, in the lease agreement or within 30 days after receipt of advance rent or a security deposit, give written notice to tenant which includes disclosure of the advance rent or security deposit. Subsequent to providing such written notice, if the landlord changes the manner or location in which he or she is holding the advance rent or security deposit, he or she must notify the tenant within 30 days after the change as provided in paragraphs (a)-(d). The landlord is not required to give new or additional notice solely because the depository has merged with another financial institution, changed its name, or transferred ownership to a different financial institution. This subsection does not apply to any landlord who rents fewer than five individual dwelling units. Failure to give this notice is not a defense to the payment of rent when due. The written notice must:
- (a) Be given in person or by mail to the tenant.
 - (b) State the name and address of the depository where the advance rent or security deposit is being held or state that the landlord has posted a surety bond as provided by law.
 - (c) State whether the tenant is entitled to interest on the deposit.
 - (d) Contain the following disclosure:

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

Landlord () () and Tenant () () acknowledge receipt of a copy of this page, which is Page 10 of 18.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE. THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

(3) The landlord or the landlord's agent may disburse advance rents from the deposit account to the landlord's benefit when the advance rental period commences and without notice to the tenant. For all other deposits:

(a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount of _____ upon your security deposit, due to _____. It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (landlord's address)

If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit and may not seek a setoff against the deposit but may file an action for damages after return of the deposit.

(b) Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose a claim for damages. The failure of the tenant to make a timely objection does not waive any rights of the tenant to seek damages in a separate action.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.

(d) Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and sales associates, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s. 475.25(1)(d).

(4) The provisions of this section do not apply to transient rentals by hotels or motels as defined in chapter 509; nor do they apply in those instances in which the amount of rent or deposit, or both, is regulated by law or by rules or regulations of a public body, including public housing authorities and federally administered or regulated housing programs including s. 202, s. 221(d)(3) and (4), s. 236, or s. 8 of the National Housing Act, as amended, other than for rent stabilization. With the exception of subsections (3), (5), and (6), this section is not applicable to housing authorities or public housing agencies created pursuant to chapter 421 or other statutes.

(5) Except when otherwise provided by the terms of a written lease, any tenant who vacates or abandons the premises prior to the expiration of the term specified in the written lease, or any tenant who vacates or abandons premises which are the subject of a tenancy from week to week, month to month, quarter to quarter, or year to year, shall give at least 7 days' written notice by certified mail or personal delivery to the landlord prior to vacating or abandoning the premises which notice shall include the address where the tenant may be reached. Failure to give such notice shall relieve the landlord of the notice requirement of paragraph (3)(a) but shall not waive any right the tenant may have to the security deposit or any part of it.

(6) For the purposes of this part, a renewal of an existing rental agreement shall be considered a new rental agreement, and any security deposit carried forward shall be considered a new security deposit.

(7) Upon the sale or transfer of title of the rental property from one owner to another, or upon a change in the designated rental agent, any and all security deposits or advance rents being held for the benefit of the tenants shall be transferred to the new owner or agent, together with any earned interest and with an accurate accounting showing the amounts to be credited to each tenant account. Upon the transfer of such funds and records to the new owner or agent, and upon transmittal of a written receipt therefor, the transferor is free from the obligation imposed in subsection (1) to hold such moneys on behalf of the tenant. There is a rebuttable presumption that any new owner or agent received the security deposit from the previous owner or agent; however, this presumption is limited to 1 month's rent. This subsection does not excuse the landlord or agent for a violation of other provisions of this section while in possession of such deposits.

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(8) Any person licensed under the provisions of s. 509.241, unless excluded by the provisions of this part, who fails to comply with the provisions of this part shall be subject to a fine or to the suspension or revocation of his or her license by the Division of Hotels and Restaurants of the Department of Business and Professional Regulation in the manner provided in s. 509.261.

(9) In those cases in which interest is required to be paid to the tenant, the landlord shall pay directly to the tenant, or credit against the current month's rent, the interest due to the tenant at least once annually. However, no interest shall be due a tenant who wrongfully terminates his or her tenancy prior to the end of the rental term.

History.--s. 1, ch. 69-282; s. 3, ch. 70-360; s. 1, ch. 72-19; s. 1, ch. 72-43; s. 5, ch. 73-330; s. 1, ch. 74-93; s. 3, ch. 74-146; ss. 1, 2, ch. 75-133; s. 1, ch. 76-15; s. 1, ch. 77-445; s. 20, ch. 79-400; s. 21, ch. 82-66; s. 5, ch. 83-151; s. 13, ch. 83-217; s. 3, ch. 87-195; s. 1, ch. 87-369; s. 3, ch. 88-379; s. 2, ch. 93-255; s. 5, ch. 94-218; s. 1372, ch. 95-147; s. 1, ch. 96-146; s. 1, ch. 2001-179; s. 53, ch. 2003-164; s. 3, ch. 2013-136.

Note.--Section 4, ch. 2013-136, provides that "[t]he Legislature recognizes that landlords may have stocks of preprinted lease forms that comply with the notice requirements of current law. Accordingly, for leases entered into on or before December 31, 2013, a landlord may give notice that contains the disclosure required in the changes made by this act to s. 83.49, Florida Statutes, or the former notice required in s. 83.49, Florida Statutes 2012. In any event, the disclosure required by this act is only required for all leases entered into under this part on or after January 1, 2014."

Note.--Former s. 83.261.

83.50 Disclosure of landlord's address.--In addition to any other disclosure required by law, the landlord, or a person authorized to enter into a rental agreement on the landlord's behalf, shall disclose in writing to the tenant, at or before the commencement of the tenancy, the name and address of the landlord or a person authorized to receive notices and demands in the landlord's behalf. The person so authorized to receive notices and demands retains authority until the tenant is notified otherwise. All notices of such names and addresses or changes thereto shall be delivered to the tenant's residence or, if specified in writing by the tenant, to any other address.

History.--s. 2, ch. 73-330; s. 443, ch. 95-147; s. 5, ch. 2013-136.

83.51 Landlord's obligation to maintain premises.--

(1) The landlord at all times during the tenancy shall:

- (a) Comply with the requirements of applicable building, housing, and health codes; or
- (b) Where there are no applicable building, housing, or health codes, maintain the roofs, windows, screens, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads and the plumbing in reasonable working condition. The landlord, at commencement of the tenancy, must ensure that screens are installed in a reasonable condition. Thereafter, the landlord must repair damage to screens once annually, when necessary, until termination of the rental agreement.

The landlord is not required to maintain a mobile home or other structure owned by the tenant. The landlord's obligations under this subsection may be altered or modified in writing with respect to a single-family home or duplex.

(2)(a) Unless otherwise agreed in writing, in addition to the requirements of subsection (1), the landlord of a dwelling unit other than a single-family home or duplex shall, at all times during the tenancy, make reasonable provisions for:

1. The extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs. When vacation of the premises is required for such extermination, the landlord shall not be liable for damages but shall abate the rent. The tenant must temporarily vacate the premises for a period of time not to exceed 4 days, on 7 days' written notice, if necessary, for extermination pursuant to this subparagraph.
2. Locks and keys.
3. The clean and safe condition of common areas.
4. Garbage removal and outside receptacles therefor.
5. Functioning facilities for heat during winter, running water, and hot water.

(b) Unless otherwise agreed in writing, at the commencement of the tenancy of a single-family home or duplex, the landlord shall install working smoke detection devices. As used in this paragraph, the term "smoke detection device" means an electrical or battery-operated device which detects visible or invisible particles of combustion and which is listed by Underwriters Laboratories, Inc., Factory Mutual Laboratories, Inc., or any other nationally recognized testing laboratory using nationally accepted testing standards.

(c) Nothing in this part authorizes the tenant to raise a noncompliance by the landlord with this subsection as a defense to an action for possession under s. 83.59.

(d) This subsection shall not apply to a mobile home owned by a tenant.

(e) Nothing contained in this subsection prohibits the landlord from providing in the rental agreement that the tenant is obligated to pay costs or charges for garbage removal, water, fuel, or utilities.

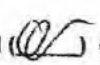

(3) If the duty imposed by subsection (1) is the same or greater than any duty imposed by subsection (2), the landlord's duty is determined by subsection (1).

(4) The landlord is not responsible to the tenant under this section for conditions created or caused by the negligent or wrongful act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

History.--s. 2, ch. 73-330; s. 22, ch. 82-66; s. 4, ch. 87-195; s. 1, ch. 90-133; s. 3, ch. 93-255; s. 444, ch. 95-147; s. 8, ch. 97-95; s. 6, ch. 2013-136.

83.52 Tenant's obligation to maintain dwelling unit.-- The tenant at all times during the tenancy shall:

- (1) Comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes.

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- (2) Keep that part of the premises which he or she occupies and uses clean and sanitary.
- (3) Remove from the tenant's dwelling unit all garbage in a clean and sanitary manner.
- (4) Keep all plumbing fixtures in the dwelling unit or used by the tenant clean and sanitary and in repair.
- (5) Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators.
- (6) Not destroy, deface, damage, impair, or remove any part of the premises or property therein belonging to the landlord nor permit any person to do so.
- (7) Conduct himself or herself, and require other persons on the premises with his or her consent to conduct themselves, in a manner that does not unreasonably disturb the tenant's neighbors or constitute a breach of the peace.

History.--s. 2, ch. 73-330; s. 445, ch. 95-147.

83.53 Landlord's access to dwelling unit.--

- (1) The tenant shall not unreasonably withhold consent to the landlord to enter the dwelling unit from time to time in order to inspect the premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.
- (2) The landlord may enter the dwelling unit at any time for the protection or preservation of the premises. The landlord may enter the dwelling unit upon reasonable notice to the tenant and at a reasonable time for the purpose of repair of the premises. "Reasonable notice" for the purpose of repair is notice given at least 12 hours prior to the entry, and reasonable time for the purpose of repair shall be between the hours of 7:30 a.m. and 8:00 p.m. The landlord may enter the dwelling unit when necessary for the further purposes set forth in subsection (1) under any of the following circumstances:
 - (a) With the consent of the tenant;
 - (b) In case of emergency;
 - (c) When the tenant unreasonably withholds consent; or
 - (d) If the tenant is absent from the premises for a period of time equal to one-half the time for periodic rental payments. If the rent is current and the tenant notifies the landlord of an intended absence, then the landlord may enter only with the consent of the tenant or for the protection or preservation of the premises.
- (3) The landlord shall not abuse the right of access nor use it to harass the tenant.

History.--s. 2, ch. 73-330; s. 5, ch. 87-195; s. 4, ch. 93-255; s. 446, ch. 95-147.

83.535 Flotation bedding system; restrictions on use.-- No landlord may prohibit a tenant from using a flotation bedding system in a dwelling unit, provided the flotation bedding system does not violate applicable building codes. The tenant shall be required to carry in the tenant's name flotation insurance as is standard in the industry in an amount deemed reasonable to protect the tenant and owner against personal injury and property damage to the dwelling units. In any case, the policy shall carry a loss payable clause to the owner of the building.

History.--s. 7, ch. 82-66; s. 5, ch. 93-255.

83.54 Enforcement of rights and duties; civil action; criminal offenses.-- Any right or duty declared in this part is enforceable by civil action. A right or duty enforced by civil action under this section does not preclude prosecution for a criminal offense related to the lease or leased property.



History.--s. 2, ch. 73-330; s. 7, ch. 2013-136.

83.55 Right of action for damages.-- If either the landlord or the tenant fails to comply with the requirements of the rental agreement or this part, the aggrieved party may recover the damages caused by the noncompliance.

History.--s. 2, ch. 73-330.

83.56 Termination of rental agreement.--

- (1) If the landlord materially fails to comply with s. 83.51(1) or material provisions of the rental agreement within 7 days after delivery of written notice by the tenant specifying the noncompliance and indicating the intention of the tenant to terminate the rental agreement by reason thereof, the tenant may terminate the rental agreement. If the failure to comply with s. 83.51(1) or material provisions of the rental agreement is due to causes beyond the control of the landlord and the landlord has made and continues to make every reasonable effort to correct the failure to comply, the rental agreement may be terminated or altered by the parties, as follows:
 - (a) If the landlord's failure to comply renders the dwelling unit untenable and the tenant vacates, the tenant shall not be liable for rent during the period the dwelling unit remains uninhabitable.
 - (b) If the landlord's failure to comply does not render the dwelling unit untenable and the tenant remains in occupancy, the rent for the period of noncompliance shall be reduced by an amount in proportion to the loss of rental value caused by the noncompliance.
- (2) If the tenant materially fails to comply with s. 83.52 or material provisions of the rental agreement, other than a failure to pay rent, or reasonable rules or regulations, the landlord may:
 - (a) If such noncompliance is of a nature that the tenant should not be given an opportunity to cure it or if the noncompliance constitutes a subsequent or continuing noncompliance within 12 months of a written warning by the landlord of a similar violation, deliver a written notice to the tenant specifying the noncompliance and the landlord's intent to terminate the rental agreement by reason thereof. Examples of noncompliance which are of a nature that the tenant should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of the landlord's or other tenants' property by intentional act or a subsequent or continued unreasonable

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disturbance. In such event, the landlord may terminate the rental agreement, and the tenant shall have 7 days from the date that the notice is delivered to vacate the premises. The notice shall be in substantially the following form:

You are advised that your lease is terminated effective immediately. You shall have 7 days from the delivery of this letter to vacate the premises. This action is taken because (cite the noncompliance).

(b) If such noncompliance is of a nature that the tenant should be given an opportunity to cure it, deliver a written notice to the tenant specifying the noncompliance, including a notice that, if the noncompliance is not corrected within 7 days from the date the written notice is delivered, the landlord shall terminate the rental agreement by reason thereof. Examples of such noncompliance include, but are not limited to, activities in contravention of the lease or this act such as having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary. If such noncompliance recurs within 12 months after notice, an eviction action may commence without delivering subsequent notice pursuant to paragraph (a) or this paragraph. The notice shall be in substantially the following form:

You are hereby notified that (cite the noncompliance). Demand is hereby made that you remedy the noncompliance within 7 days of receipt of this notice or your lease shall be deemed terminated and you shall vacate the premises upon such termination. If this same conduct or conduct of a similar nature is repeated within 12 months, your tenancy is subject to termination without further warning and without your being given an opportunity to cure the noncompliance.

(3) If the tenant fails to pay rent when due and the default continues for 3 days, excluding Saturday, Sunday, and legal holidays, after delivery of written demand by the landlord for payment of the rent or possession of the premises, the landlord may terminate the rental agreement. Legal holidays for the purpose of this section shall be court-observed holidays only. The 3-day notice shall contain a statement in substantially the following form:

You are hereby notified that you are indebted to me in the sum of _____ dollars for the rent and use of the premises (address of leased premises, including county), Florida, now occupied by you and that I demand payment of the rent or possession of the premises within 3 days (excluding Saturday, Sunday, and legal holidays) from the date of delivery of this notice, to wit: on or before the day of, (year), (landlord's name, address and phone number)

(4) The delivery of the written notices required by subsections (1), (2), and (3) shall be by mailing or delivery of a true copy thereof or, if the tenant is absent from the premises, by leaving a copy thereof at the residence. The notice requirements of subsections (1), (2), and (3) may not be waived in the lease.

(5)(a) If the landlord accepts rent with actual knowledge of a noncompliance by the tenant or accepts performance by the tenant of any other provision of the rental agreement that is at variance with its provisions, or if the tenant pays rent with actual knowledge of a noncompliance by the landlord or accepts performance by the landlord of any other provision of the rental agreement that is at variance with its provisions, the landlord or tenant waives his or her right to terminate the rental agreement or to bring a civil action for that noncompliance, but not for any subsequent or continuing noncompliance. However, a landlord does not waive the right to terminate the rental agreement or to bring a civil action for that noncompliance by accepting partial rent for the period. If partial rent is accepted after posting the notice for nonpayment, the landlord must:

- 1. Provide the tenant with a receipt stating the date and amount received and the agreed upon date and balance of rent due before filing an action for possession;
- 2. Place the amount of partial rent accepted from the tenant in the registry of the court upon filing the action for possession; or
- 3. Postanew 3-day notice reflecting the new amount due.

(b) Any tenant who wishes to defend against an action by the landlord for possession of the unit for noncompliance of the rental agreement or of relevant statutes must comply with s. 83.60(2). The court may not set a date for mediation or trial unless the provisions of s. 83.60(2) have been met, but must enter a default judgment for removal of the tenant with a writ of possession to issue immediately if the tenant fails to comply with s. 83.60(2).

(c) This subsection does not apply to that portion of rent subsidies received from a local, state, or national government or an agency of local, state, or national government; however, waiver will occur if an action has not been instituted within 45 days after the landlord obtains actual knowledge of the noncompliance.

(6) If the rental agreement is terminated, the landlord shall comply with s. 83.49(3).

History.--s. 2, ch. 73-330; s. 23, ch. 82-66; s. 6, ch. 83-151; s. 14, ch. 83-217; s. 6, ch. 87-195; s. 6, ch. 93-255; s. 6, ch. 94-170; s. 1373, ch. 95-147; s. 5, ch. 99-6; s. 8, ch. 2013-136.

83.57 Termination of tenancy without specific term.-- A tenancy without a specific duration, as defined in s. 83.46(2) or (3), may be terminated by either party giving written notice in the manner provided in s. 83.56(4), as follows:

- (1) When the tenancy is from year to year, by giving not less than 60 days' notice prior to the end of any annual period;
- (2) When the tenancy is from quarter to quarter, by giving not less than 30 days' notice prior to the end of any quarterly period;
- (3) When the tenancy is from month to month, by giving not less than 15 days' notice prior to the end of any monthly period; and
- (4) When the tenancy is from week to week, by giving not less than 7 days' notice prior to the end of any weekly period. **History.**--s. 2, ch. 73-330; s. 3, ch. 81-190; s. 15, ch. 83-217.

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83.575 Termination of tenancy with specific duration.--

(1) A rental agreement with a specific duration may contain a provision requiring the tenant to notify the landlord within a specified period before vacating the premises at the end of the rental agreement, if such provision requires the landlord to notify the tenant within such notice period if the rental agreement will not be renewed; however, a rental agreement may not require more than 60 days' notice from either the tenant or the landlord.

(2) A rental agreement with a specific duration may provide that if a tenant fails to give the required notice before vacating the premises at the end of the rental agreement, the tenant may be liable for liquidated damages as specified in the rental agreement if the landlord provides written notice to the tenant specifying the tenant's obligations under the notification provision contained in the lease and the date the rental agreement is terminated. The landlord must provide such written notice to the tenant within 15 days before the start of the notification period contained in the lease. The written notice shall list all fees, penalties, and other charges applicable to the tenant under this subsection.

(3) If the tenant remains on the premises with the permission of the landlord after the rental agreement has terminated and fails to give notice required under s. 83.57(3), the tenant is liable to the landlord for an additional 1 month's rent.

History.--s. 3, ch. 2003-30; s. 1, ch. 2004-375. s. 9, ch. 2013-136.

83.58 Remedies; tenant holding over.-- If the tenant holds over and continues in possession of the dwelling unit or any part thereof after the expiration of the rental agreement without the permission of the landlord, the landlord may recover possession of the dwelling unit in the manner provided for in s. 83.59. The landlord may also recover double the amount of rent due on the dwelling unit, or any part thereof, for the period during which the tenant refuses to surrender possession.

History.--s. 2, ch. 73-330; s. 10, ch. 2013-136.

83.59 Right of action for possession.--

(1) If the rental agreement is terminated and the tenant does not vacate the premises, the landlord may recover possession of the dwelling unit as provided in this section.

(2) A landlord, the landlord's attorney, or the landlord's agent, applying for the removal of a tenant shall file in the county court of the county where the premises are situated a complaint describing the dwelling unit and stating the facts that authorize its recovery. A landlord's agent is not permitted to take any action other than the initial filing of the complaint, unless the landlord's agent is an attorney. The landlord is entitled to the summary procedure provided in s. 51.011, and the court shall advance the cause on the calendar.

(3) The landlord shall not recover possession of a dwelling unit except:

(a) In an action for possession under subsection (2) or other civil action in which the issue of right of possession is determined;

(b) When the tenant has surrendered possession of the dwelling unit to the landlord;

(c) When the tenant has abandoned the dwelling unit. In the absence of actual knowledge of abandonment, it shall be presumed that the tenant has abandoned the dwelling unit if he or she is absent from the premises for a period of time equal to one-half the time for periodic rental payments. However, this presumption does not apply if the rent is current or the tenant has notified the landlord, in writing, of an intended absence; or

(d) When the last remaining tenant of a dwelling unit is deceased, personal property remains on the premises, rent is unpaid, at least 60 days have elapsed following the date of death, and the landlord has not been notified in writing of the existence of a probate estate or of the name and address of a personal representative. This paragraph does not apply to a dwelling unit used in connection with a federally administered or regulated housing program, including programs under s. 202, s. 221(d)(3) and (4), s. 236, or s. 8 of the National Housing Act, as amended.

(4) The prevailing party is entitled to have judgment for costs and execution therefor.

History.--s. 2, ch. 73-330; s. 1, ch. 74-146; s. 24, ch. 82-66; s. 1, ch. 92-36; s. 447, ch. 95-147; s. 1, ch. 2007-136; s. 11, ch. 2013-136.

83.595 Choice of remedies upon breach or early termination by tenant.-- If the tenant breaches the rental agreement for the dwelling unit and the landlord has obtained a writ of possession, or the tenant has surrendered possession of the dwelling unit to the landlord, or the tenant has abandoned the dwelling unit, the landlord may:

(1) Treat the rental agreement as terminated and retake possession for his or her own account, thereby terminating any further liability of the tenant;

(2) Retake possession of the dwelling unit for the account of the tenant, holding the tenant liable for the difference between the rent stipulated to be paid under the rental agreement and what the landlord is able to recover from a reletting. If the landlord retakes possession, the landlord has a duty to exercise good faith in attempting to relet the premises, and any rent received by the landlord as a result of the reletting must be deducted from the balance of rent due from the tenant. For purposes of this subsection, the term "good faith in attempting to relet the premises" means that the landlord uses at least the same efforts to relet the premises as were used in the initial rental or at least the same efforts as the landlord uses in attempting to rent other similar rental units but does not require the landlord to give a preference in renting the premises over other vacant dwelling units that the landlord owns or has the responsibility to rent;

(3) Stand by and do nothing, holding the lessee liable for the rent as it comes due; or

(4) Charge liquidated damages, as provided in the rental agreement, or an early termination fee to the tenant if the landlord and tenant have agreed to liquidated damages or an early termination fee, if the amount does not exceed 2 months' rent, and if, in the case of an early termination fee, the tenant is required to give no more than 60 days' notice, as provided in the rental agreement, prior to the proposed date of early termination. This remedy is available only if the tenant and the landlord, at the time the rental agreement was made, indicated

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acceptance of liquidated damages or an early termination fee. The tenant must indicate acceptance of liquidated damages or an early termination fee by signing a separate addendum to the rental agreement containing a provision in substantially the following form:
[] I agree, as provided in the rental agreement, to pay \$ (an amount that does not exceed 2 months' rent) as liquidated damages or an early termination fee if I elect to terminate the rental agreement, and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

[] I do not agree to liquidated damages or an early termination fee, and I acknowledge that the landlord may seek damages as provided by law.

(a) In addition to liquidated damages or an early termination fee, the landlord is entitled to the rent and other charges accrued through the end of the month in which the landlord retakes possession of the dwelling unit and charges for damages to the dwelling unit.

(b) This subsection does not apply if the breach is failure to give notice as provided in s. 83.575. **History.**--s. 2, ch. 87-369; s. 4, ch. 88-379; s. 448, ch. 95-147; s. 2, ch. 2008-131.

83.60 Defenses to action for rent or possession; procedure.--

(1)(a) In an action by the landlord for possession of a dwelling unit based upon nonpayment of rent or in an action by the landlord under s. 83.55 seeking to recover unpaid rent, the tenant may defend upon the ground of a material noncompliance with s. 83.51(1), or may raise any other defense, whether legal or equitable, that he or she may have, including the defense of retaliatory conduct in accordance with s. 83.64. The landlord must be given an opportunity to cure a deficiency in a notice or in the pleadings before dismissal of the action.

(b) The defense of a material noncompliance with s. 83.51(1) may be raised by the tenant if 7 days have elapsed after the delivery of written notice by the tenant to the landlord, specifying the noncompliance and indicating the intention of the tenant not to pay rent by reason thereof. Such notice by the tenant may be given to the landlord, the landlord's representative as designated pursuant to s. 83.50, a resident manager, or the person or entity who collects the rent on behalf of the landlord. A material noncompliance with s. 83.51(1) by the landlord is a complete defense to an action for possession based upon nonpayment of rent, and, upon hearing, the court or the jury, as the case may be, shall determine the amount, if any, by which the rent is to be reduced to reflect the diminution in value of the dwelling unit during the period of noncompliance with s. 83.51(1). After consideration of all other relevant issues, the court shall enter appropriate judgment.

(2) In an action by the landlord for possession of a dwelling unit, if the tenant interposes any defense other than payment, including, but not limited to, the defense of a defective 3-day notice, the tenant shall pay into the registry of the court the accrued rent as alleged in the complaint or as determined by the court and the rent that accrues during the pendency of the proceeding, when due. The clerk shall notify the tenant of such requirement in the summons. Failure of the tenant to pay the rent into the registry of the court or to file a motion to determine the amount of rent to be paid into the registry within 5 days, excluding Saturdays, Sundays, and legal holidays, after the date of service of process constitutes an absolute waiver of the tenant's defenses other than payment, and the landlord is entitled to an immediate default judgment for removal of the tenant with a writ of possession to issue without further notice or hearing thereon. If a motion to determine rent is filed, documentation in support of the allegation that the rent as alleged in the complaint is in error is required. Public housing tenants or tenants receiving rent subsidies shall be required to deposit only that portion of the full rent for which they are responsible pursuant to federal, state, or local program in which they are participating.

History.--s. 2, ch. 73-330; s. 7, ch. 83-151; s. 7, ch. 87-195; s. 7, ch. 93-255; s. 7, ch. 94-170; s. 1374, ch. 95-147; s. 12, ch. 2013-136.

83.61 Disbursement of funds in registry of court; prompt final hearing.-- When the tenant has deposited funds into the registry of the court in accordance with the provisions of s. 83.60(2) and the landlord is in actual danger of loss of the premises or other personal hardship resulting from the loss of rental income from the premises, the landlord may apply to the court for disbursement of all or part of the funds or for prompt final hearing. The court shall advance the cause on the calendar. The court, after preliminary hearing, may award all or any portion of the funds on deposit to the landlord or may proceed immediately to a final resolution of the cause.

History.--s. 2, ch. 73-330; s. 2, ch. 74-146.

83.62 Restoration of possession to landlord.--

(1) In an action for possession, after entry of judgment in favor of the landlord, the clerk shall issue a writ to the sheriff describing the premises and commanding the sheriff to put the landlord in possession after 24 hours' notice conspicuously posted on the premises. Saturdays, Sundays, and legal holidays do not stay the 24-hour notice period.

(2) At the time the sheriff executes the writ of possession or at any time thereafter, the landlord or the landlord's agent may remove any personal property found on the premises to or near the property line. Subsequent to executing the writ of possession, the landlord may request the sheriff to stand by to keep the peace while the landlord changes the locks and removes the personal property from the premises. When such a request is made, the sheriff may charge a reasonable hourly rate, and the person requesting the sheriff to stand by to keep the peace shall be responsible for paying the reasonable hourly rate set by the sheriff. Neither the sheriff nor the landlord or the landlord's agent shall be liable to the tenant or any other party for the loss, destruction, or damage to the property after it has been removed.

History.--s. 2, ch. 73-330; s. 3, ch. 82-66; s. 5, ch. 88-379; s. 8, ch. 94-170; s. 1375, ch. 95-147; s. 2, ch. 96-146; s. 13, ch. 2013-136.

83.625 Power to award possession and enter money judgment.-- In an action by the landlord for possession of a dwelling unit based upon nonpayment of rent, if the court finds the rent is due, owing, and unpaid and by reason thereof the landlord is entitled to possession of the premises, the court, in addition to awarding possession of the premises to the landlord, shall direct, in an amount which is within its jurisdictional limitations, the entry of a money judgment with costs in favor of the landlord and against the tenant for the amount of money

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found due, owing, and unpaid by the tenant to the landlord. However, no money judgment shall be entered unless service of process has been effected by personal service or, where authorized by law, by certified or registered mail, return receipt, or in any other manner prescribed by law or the rules of the court; and no money judgment may be entered except in compliance with the Florida Rules of Civil Procedure. The prevailing party in the action may also be awarded attorney's fees and costs.

History.--s. 1, ch. 75-147; s. 8, ch. 87-195; s. 6, ch. 88-379.

83.63 Casualty damage.-- If the premises are damaged or destroyed other than by the wrongful or negligent acts of the tenant so that the enjoyment of the premises is substantially impaired, the tenant may terminate the rental agreement and immediately vacate the premises. The tenant may vacate the part of the premises rendered unusable by the casualty, in which case the tenant's liability for rent shall be reduced by the fair rental value of that part of the premises damaged or destroyed. If the rental agreement is terminated, the landlord shall comply with s. 83.49(3).

History.--s. 2, ch. 73-330; s. 449, ch. 95-147; s. 14, ch. 2013-136.

83.64 Retaliatory conduct.--

(1) It is unlawful for a landlord to discriminatorily increase a tenant's rent, or decrease services to a tenant, or to bring or threaten to bring an action for possession or other civil action, primarily because the landlord is retaliating against the tenant. In order for the tenant to raise the defense of retaliatory conduct, the tenant must have acted in good faith. Examples of conduct for which the landlord may not retaliate include, but are not limited to, situations where:

- (a) The tenant has complained to a governmental agency charged with responsibility for enforcement of a building, housing, or health code of a suspected violation applicable to the premises;
- (b) The tenant has organized, encouraged, or participated in a tenants' organization;
- (c) The tenant has complained to the landlord pursuant to s. 83.56(1);
- (d) The tenant is a servicemember who has terminated a rental agreement pursuant to s. 83.682;
- (e) The tenant has paid rent to a condominium, cooperative, or homeowners' association after demand from the association in order to pay the landlord's obligation to the association; or
- (f) The tenant has exercised his or her rights under local, state, or federal fair housing laws.

(2) Evidence of retaliatory conduct may be raised by the tenant as a defense in any action brought against him or her for possession.

(3) In any event, this section does not apply if the landlord proves that the eviction is for good cause. Examples of good cause include, but are not limited to, good faith actions for nonpayment of rent, violation of the rental agreement or of reasonable rules, or violation of the terms of this chapter.

(4) "Discrimination" under this section means that a tenant is being treated differently as to the rent charged, the services rendered, or the action being taken by the landlord, which shall be a prerequisite to a finding of retaliatory conduct.

History.--s. 8, ch. 83-151; s. 450, ch. 95-147; s. 3, ch. 2003-72; s. 15, ch. 2013-136

83.67 Prohibited practices.--

(1) A landlord of any dwelling unit governed by this part shall not cause, directly or indirectly, the termination or interruption of any utility service furnished the tenant, including, but not limited to, water, heat, light, electricity, gas, elevator, garbage collection, or refrigeration, whether or not the utility service is under the control of, or payment is made by, the landlord.

(2) A landlord of any dwelling unit governed by this part shall not prevent the tenant from gaining reasonable access to the dwelling unit by any means, including, but not limited to, changing the locks or using any bootlock or similar device.



(3) A landlord of any dwelling unit governed by this part shall not discriminate against a servicemember in offering a dwelling unit for rent or in any of the terms of the rental agreement.

(4) A landlord shall not prohibit a tenant from displaying one portable, removable, cloth or plastic United States flag, not larger than 4 and 1/2 feet by 6 feet, in a respectful manner in or on the dwelling unit regardless of any provision in the rental agreement dealing with flags or decorations. The United States flag shall be displayed in accordance with s. 83.52(6). The landlord is not liable for damages caused by a United States flag displayed by a tenant. Any United States flag may not infringe upon the space rented by any other tenant.

(5) A landlord of any dwelling unit governed by this part shall not remove the outside doors, locks, roof, walls, or windows of the unit except for purposes of maintenance, repair, or replacement; and the landlord shall not remove the tenant's personal property from the dwelling unit unless such action is taken after surrender, abandonment, recovery of possession of the dwelling unit due to the death of the last remaining tenant in accordance with s. 83.59(3)(d), or a lawful eviction. If provided in the rental agreement or a written agreement separate from the rental agreement, upon surrender or abandonment by the tenant, the landlord is not required to comply with s. 715.104 and is not liable or responsible for storage or disposition of the tenant's personal property; if provided in the rental agreement, there must be printed or clearly stamped on such rental agreement a legend in substantially the following form:

BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

For the purposes of this section, abandonment shall be as set forth in s. 83.59(3)(c).

Landlord  () and Tenant  () acknowledge receipt of a copy of this page, which is Page 17 of 18.

(6) A landlord who violates any provision of this section shall be liable to the tenant for actual and consequential damages or 3 months' rent, whichever is greater, and costs, including attorney's fees. Subsequent or repeated violations that are not contemporaneous with the initial violation shall be subject to separate awards of damages.

(7) A violation of this section constitutes irreparable harm for the purposes of injunctive relief.

(8) The remedies provided by this section are not exclusive and do not preclude the tenant from pursuing any other remedy at law or equity that the tenant may have. The remedies provided by this section shall also apply to a servicemember who is a prospective tenant who has been discriminated against under subsection (3).

History.--s. 3, ch. 87-369; s. 7, ch. 88-379; s. 3, ch. 90-133; s. 3, ch. 96-146; s. 2, ch. 2001-179; s. 2, ch. 2003-30; s. 4, ch. 2003-72; s. 1, ch. 2004-236; s. 2, ch. 2007-136.

83.681 Orders to enjoin violations of this part.--

(1) A landlord who gives notice to a tenant of the landlord's intent to terminate the tenant's lease pursuant to s. 83.56(2)(a), due to the tenant's intentional destruction, damage, or misuse of the landlord's property may petition the county or circuit court for an injunction prohibiting the tenant from continuing to violate any of the provisions of that part.

(2) The court shall grant the relief requested pursuant to subsection (1) in conformity with the principles that govern the granting of injunctive relief from threatened loss or damage in other civil cases.

(3) Evidence of a tenant's intentional destruction, damage, or misuse of the landlord's property in an amount greater than twice the value of money deposited with the landlord pursuant to s. 83.49 or \$300, whichever is greater, shall constitute irreparable harm for the purposes of injunctive relief.

History.--s. 8, ch. 93-255; s. 451, ch. 95-147.

83.682 Termination of rental agreement by a servicemember.--

(1) Any servicemember may terminate his or her rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice if any of the following criteria are met:

(a) The servicemember is required, pursuant to a permanent change of station orders, to move 35 miles or more from the location of the rental premises;

(b) The servicemember is prematurely or involuntarily discharged or released from active duty or state active duty;

(c) The servicemember is released from active duty or state active duty after having leased the rental premises while on active duty or state active duty status and the rental premises is 35 miles or more from the servicemember's home of record prior to entering active duty or state active duty;

(d) After entering into a rental agreement, the servicemember receives military orders requiring him or her to move into government quarters or the servicemember becomes eligible to live in and opts to move into government quarters;

(e) The servicemember receives temporary duty orders, temporary change of station orders, or state active duty orders to an area 35 miles or more from the location of the rental premises, provided such orders are for a period exceeding 60 days; or

(f) The servicemember has leased the property, but prior to taking possession of the rental premises, receives a change of orders to an area that is 35 miles or more from the location of the rental premises.

(2) The notice to the landlord must be accompanied by either a copy of the official military orders or a written verification signed by the servicemember's commanding officer.


(3) In the event a servicemember dies during active duty, an adult member of his or her immediate family may terminate the servicemember's rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice. The notice to the landlord must be accompanied by either a copy of the official military orders showing the servicemember was on active duty or a written verification signed by the servicemember's commanding officer and a copy of the servicemember's death certificate.

(4) Upon termination of a rental agreement under this section, the tenant is liable for the rent due under the rental agreement prorated to the effective date of the termination payable at such time as would have otherwise been required by the terms of the rental agreement. The tenant is not liable for any other rent or damages due to the early termination of the tenancy as provided for in this section.

Notwithstanding any provision of this section to the contrary, if a tenant terminates the rental agreement pursuant to this section 14 or more days prior to occupancy, no damages or penalties of any kind will be assessable.

(5) The provisions of this section may not be waived or modified by the agreement of the parties under any circumstances.

History.--s. 6, ch. 2001-179; s. 1, ch. 2002-4; s. 1, ch. 2003-30; s. 5, ch. 2003-72.

Landlord  () and Tenant  () acknowledge receipt of a copy of this page, which is Page 18 of 18.

900 BISCAYNE BAY CONDO ASSN INC
KW PROPERTY MANAGEMENT LLC
8200 NW 33RD ST STE 300
DORAL FL 33122-1942

Unit No.
00013307



KW PROPERTY MANAGEMENT & CONSULTING

+ 0468570 000012138 09C0N1-0060330-0002083327-0000212-001
ALEXANDRE CLUG
150 WATERS EDGE DR
JUPITER FL 33477-4031



**Important Information
Regarding Your
Association Payment**

Your unit is set up on Association Pay, a convenient and efficient way to automatically pay your association's payment. Please review the following important information regarding your automatic payment.

Association Name: 900 BISCAYNE BAY CONDO ASSN INC
Serial Acct. No. 00062012 Unit No. 00013307

Effective Date: 01/2021 Amount: \$736.25



NOTICE - PAYMENT IS DEBITED AUTOMATICALLY FROM YOUR ACCOUNT - DO NOT PAY

- If you did not sign up for Association Pay and believe you have received this notice in error, please contact your management company or association immediately.
- When your payment is due we will debit your account automatically on the 3rd of the month. If the 3rd falls on a weekend or holiday, your payment will be debited on the following business day.
- If your payment amount has changed, the new amount will be debited on the effective date listed above. Please update your banking records accordingly.
- Amounts debited are communicated to BB&T by your management company or association and are subject to change. If any amount due is negative or zero you will not be debited on the corresponding effective date. Please contact your management company or association with any questions.
- Review your bank statement to verify your payment has occurred on the scheduled date.
- Any changes or cancellations must be received by the 27th of the month to be effective for the next debit date. When the 27th of the month falls on a weekend or holiday, the deadline is the last business day prior to the 27th. Some exceptions apply; ask a BB&T Representative for an Association Pay deadline calendar. Mail cancellations or changes to:
BB&T Association Services - P.O.BOX 2914 LARGO, FL 33779-2914.
- If your address changes, please notify:
KW PROPERTY MANAGEMENT LLC

EXHIBIT 8

Alex Clug

From: Juan Gutierrez <juanes632@gmail.com>
Sent: Monday, November 30, 2020 8:46 PM
To: Alex Clug; lulamay4
Cc: Monica Santos
Subject: Rental agreement

Hello Alex.

As we discussed today we will make affective the termination of the contract with 30 days notice.

We will be in the house until December 31.

The closing date is before the end of the year, if not we wold like extend our stay for few more days in January and pay the additional days.

Thank you.

EXHIBIT 9

PROGRAM MANAGER
 SEACOAST BROKERS LLC
 PO BOX 7378
 HILTON HEAD ISLAND SC 29938

Dwelling Three® X-Wind

CERTIFICATE DECLARATIONS
 Policy No NF033FL0207993
 Endt No 00 Yr 20
 Policy Period
 09/04/2020 to 09/04/2021

COMPANY
NATIONAL FIRE & MARINE INS CO
 1314 DOUGLAS STREET, STE 1400
 OMAHA NE 68102

AGENT ALICE V RULAU
 PHONE (561) 630-4955



(12:01 AM Standard Time) at Residence Premises

CONTRACT/UMR

NF010120

AGENCY NAME AND ADDRESS:		NAMED INSURED AND MAILING ADDRESS	
PLASTRIDGE AGENCY INC 10337 N MILITARY TR PALM BEACH GARDENS FL 33410		ALEXANDRE CLUG [REDACTED] JUPITER FL [REDACTED]	
RESIDENCE PREMISES		SECTION I COVERAGES	LIMIT OF LIABILITY
LOCATION OF RISK	[REDACTED]	COVERAGE A - DWELLING	275,000
COMPLEX NAME (if applicable)		COVERAGE C - PERSONAL PROPERTY	14,000
UNIT		COVERAGE D - LOSS OF USE / RENTS	14,000
CITY/ STATE/ ZIP	Palm Beach Gardens FL [REDACTED]	COVERAGE B - OTHER STRUCTURES	0
COUNTY	Palm Beach		
MORTGAGEE INFORMATION		SECTION II COVERAGES	
LOAN NO	PAYOR: Insured	COVERAGE L - PERSONAL LIABILITY	300,000
		COVERAGE M - MEDICAL PAYMENTS	5,000
2nd MORTGAGEE INFORMATION		DEDUCTIBLE(S) PER OCCURRENCE	
LOAN NO		ALL OTHER PERILS	\$2,500
		WATER DAMAGE	\$2,500
NAMED INSURED: ADDITIONAL INSURED:		PREMIUM	
		COVERAGE A - DWELLING	888.03
		COVERAGE C - PERSONAL PROPERTY	35.52
		OPTIONAL COVERAGES (if any)	635.24
		SUB TOTAL	1,558.79
		POLICY FEE	125.00
		OTHER FEE	0.00
		TAXABLE TOTAL	1,683.79
		SURPLUS LINES TAX	0.0494 83.18
		FLSO TAX	0.0006 1.01
		EMPA FEE	2.00
			0.00
		TOTAL PREMIUM	\$ 1,769.98
FORMS AND ENDORSEMENTS MADE PART OF THIS POLICY AT TIME OF ISSUE NFPJ0119; SE0420; DP00031202; NFD0119; WHXDP0510; LMMDDDPDL0117; MUPDP1014; AOSDP0719; DL24011202; RTODPDL0113; ALDL0716; DP04631202 [\$0]; DP04951202 [\$5,000];			
UPON POLICY EXPIRATION, A 100% EARNED PREMIUM WILL APPLY. NO FLAT CANCELLATIONS. IN THE EVENT OF CANCELLATION THE POLICY FEE WILL BE FULLY EARNED.			

This insurance is issued pursuant to the Florida Surplus Lines Law. Persons insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.

Signed By  Correspondent: Brian Hover
 Surplus Lines Broker:  Peggy Miceli #A314552
 1425 S Andrews Ave Ste 175 Ft Lauderdale FL 33316
 Service of Suit Nominee: Counsel, Legal Department, National Fire & Marine Insurance Company, 1314 Douglas Street, Ste. 1400, Omaha, NE 68102

File Printed On 09/09/2020
 Processing Date 09/09/2020

From: Lauren Prada
To: [Alex Clug](#)
Subject: Property Insurance Payment Confirmation
Date: Thursday, September 10, 2020 11:25:29 AM

Alex, thank you for calling in your property insurance payment.

Lauren Prada
Plastridge Agency
561-819-1532
lprada@plastridge.com

From: noreply@velocitypayment.com <noreply@velocitypayment.com>
Sent: Thursday, September 10, 2020 11:09 AM
To: Lauren Prada <LPrada@plastridge.com>
Subject: Payment Receipt: DBH Global Bank of America Payment Processing

Successful Payment Receipt

Please print this receipt for your records

Remittance ID: 1733013

Received: September 10, 2020 11:08AM EDT

Policy Number: NB_NF033FL0207993

Insured Name: Clug, Alexandre

Risk Location: [REDACTED], Palm Beach Gardens FL [REDACTED]

Transaction Info: FL_DTX_033_20200904_NB

Notes/Remarks:

Amount: \$1,769.98

Transaction Type: Debit

Paid By: Check

Check Information: Personal

Account Type: Checking

Account No. *****6760

RTN: *****4822

Name on Account: Alexandre Clug

Billing information: Address Line 1: [REDACTED]

Country: United States

City: JUPITER

State: Florida

ZIP Code: [REDACTED]

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YOU CANNOT START, STOP, OR CHANGE COVERAGE VIA E-MAIL

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Residential Lease Agreement

THIS LEASE (the "Lease") dated this 13th day of January 2019

BETWEEN:

Carol Wilson and Alexandre Clug

(collectively and individually the "Landlord")

OF THE FIRST PART

- AND -

Juan Pablo Gutierrez and Monica Santos

(collectively and individually the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations provided in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

Leased Property

1. The Landlord agrees to rent to the Tenant the house, municipally described as [REDACTED] [REDACTED] Palm Beach Gardens, FL 3 [REDACTED] (the "Property"), for use as residential premises only. Neither the Property nor any part of the Property will be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private single-family residence.
2. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord.

3. A reasonable number of pets or animals are allowed to be kept in or about the Property. If, at the sole discretion of the Landlord, this privilege is abused, or if the pets damage the Property, or if the pets cause problems or interfere with the use and enjoyment of the Property for the other tenants, the Landlord may revoke this privilege upon thirty (30) days' notice.
4. Smoking is permitted on the Property. The Tenant will be responsible for all damage caused by smoking including, but not limited to, stains, burns, odors and removal of debris.
5. The Landlord agrees to supply and the Tenant agrees to use and maintain in reasonable condition, normal wear and tear excepted, the following furnishings: Ceiling fans, stove, refrigerator, washer, dryer, dishwasher, microwave.

Term

6. The term of the Lease is twelve months commencing at 12:00 noon on January 13, 2019 and terminating at 12:00 noon on January 13, 2020.
7. Upon the greater of 10 days' notice and any notice required under the Act, the Landlord may terminate this tenancy if the Tenant has defaulted in the payment of any portion of the Rent when due, including any late payment penalty fees, and that amount is still due after any grace period required by the Act.
8. Upon the greater of 15 days' notice and any notice required under the Act, the Landlord may terminate this tenancy if the Tenant has breached any provision of this lease.
9. Upon the greater of 60 days' notice and any notice required under the Act, the Landlord may terminate this tenancy without cause or reason.
10. Upon the greater of 60 days' notice and any notice required under the Act, the Tenant may terminate this tenancy without cause or reason.

Rent

11. Subject to the provisions of this Lease, the rent for the Property is \$2,200.00 per month (the "Rent").

12. The Tenant will pay the Rent on or before the 1st of each and every month of the term of this Lease to the Landlord at 150 Waters Edge Drive, Jupiter, FL 33477 or at such other place as the Landlord may later designate.
13. The Tenant will be charged an additional amount of \$25.00 per day that the Rent is Late. Rent will be considered Late for late payment fee purposes after a three-day grace period. Therefore, as an example, if a rent payment is received by the Landlord on the 3rd of the month in which it is due, then no late payment fee will be charged. However, as an example, if the rent payment is received on the 6th of the month in which it is due, then a late payment fee of \$75 is due: 6 less 3 multiplied by 25 = 75.

Security Deposit

14. On execution of this Lease, the Tenant will pay the Landlord a security deposit of \$2,150.00 (the "Security Deposit"), one first month's rent payment of \$2,200.00, and one last month's rent payment of \$2,200.00.
15. The Landlord will initially hold the Security Deposit in a dedicated account located at TDBank in Palm Beach Gardens, Florida. The Landlord may use another bank at their discretion.
16. The Landlord will return the Security Deposit, not including any accrued interest, if any, at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the Act.
17. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
 - a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
 - b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
 - c. unplugging toilets, sinks and drains;

- d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
- e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
- f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
- g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
- h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
- i. replacement of locks and/or lost keys to the Property and any administrative fees associated with the replacement as a result of the Tenant's misplacement of the keys; and
- j. any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

18. The Tenant may not use the Security Deposit as payment for the Rent.
19. Within the time period required by the Act and after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: JUAN GUTIERREZ, [REDACTED], Sanford, FL [REDACTED] or at such other place as the Tenant may advise.

Early Termination Fee

20. Tenant agrees to pay \$2,200 as liquidated damages or an early termination fee if Tenant elects to terminate the rental agreement and the landlord waives the right to seek additional rent beyond the month in which the Landlord retakes possession.
21. The tenant is required to give 60 days' notice prior to the proposed date of early termination.

22. An early termination fee does not include:
- (a) Unpaid rent and other accrued charges through the end of the month in which the landlord retakes possession of the dwelling unit.
 - (b) Charges for damages to the dwelling unit.
 - (c) Charges associated with a rental agreement settlement, release, buy-out, or accord and satisfaction agreement.

Pet Fee

23. On execution of this Lease, the Tenant will pay the Landlord a non-refundable pet fee of \$300.00 (the "Pet Fee").

Quiet Enjoyment

24. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Property for the agreed term.

Inspections

25. The Landlord and the Tenant will complete, sign and date an inspection report at the beginning and at the end of this tenancy.
26. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act.

Tenant Improvements

27. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall:
 - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property:
 - c. removing or adding walls, or performing any structural alterations:

- d. installing a waterbed(s);
- e. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;
- f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or
- g. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

Utilities and Other Charges

28. The Tenant is responsible for the payment of all utilities in relation to the Property.

Insurance

29. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a renter's policy of insurance.

Abandonment

30. If at any time during the term of this Lease, the Tenant abandons the Property or any part of the Property, the Landlord may, at its option, enter the Property by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, rent the Property, or any part of the Property, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such renting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the renting. If the Landlord's right of re-entry is exercised following abandonment of the Property by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the

Property to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Attorney Fees

31. In the event that any action is filed in relation to this Lease, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called on to pay a reasonable sum for the successful party's attorney fees.

Governing Law

32. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Florida, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

33. If there is a conflict between any provision of this Lease and the applicable legislation of State of Florida (the "Act"), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
34. In the event that any of the provisions of this Lease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Lease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

Amendment of Lease

35. Any amendment or modification of this Lease or additional obligation assumed by either party in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Assignment and Subletting

36. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Additional Clause

37. Tenant is responsible for extermination of rats, mice, roaches, ants and bedbugs.

Damage to Property

38. If the Property, or any part of the Property, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Property will be promptly repaired by the Landlord and there will be an abatement of Rent corresponding with the time during which, and the extent to which, the Property may have been untenable. However, if the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

Care and Use of Property

39. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
40. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
41. The Tenant will keep the Property reasonably clean.
42. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.
43. The Tenant will not engage in any illegal trade or activity on or about the Property.

44. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
45. The Landlord will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold, and to promptly respond to any written notices from the Tenant in relations to accumulation of moisture and visible evidence of mold.
46. The Tenant will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold, and to promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant.
47. The Tenant agrees that no signs will be placed or painting done on or about the Property by the Tenant or at the Tenant's direction without the prior, express, and written consent of the Landlord. Notwithstanding the above provision, the Tenant may place election signs on the Property during the appropriate time periods.
48. If the Tenant is absent from the Property and the Property is unoccupied for a period of four consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.
49. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

Hazardous Materials

50. The Tenant will not keep or have on the Property any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Property or that might be considered hazardous by any responsible insurance company.

Address for Notice

51. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below. After this tenancy has been terminated, the contact information of the Tenant is:

a. Name: Juan Gutierrez__ and _Monica Santos__.

b. Phone: [REDACTED] [REDACTED].

c. Post termination notice address: [REDACTED] Sanford, FL. [REDACTED].

52. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

a. Name: Carol Wilson and Alexandre Clug.

b. Address: [REDACTED], Jupiter, FL [REDACTED]

The contact information for the Landlord is:

c. Phone [REDACTED]

d. Email address [REDACTED]

General Provisions

53. All monetary amounts stated or referred to in this Lease are based in the United States dollar.

54. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

55. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
56. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
57. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
58. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant, or unless the changes are made in compliance with the Act.
59. The Tenant will be charged an additional amount of \$75.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
60. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
61. This Lease and the Tenant's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Property by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.
62. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
63. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease.
64. The Tenant will indemnify and hold the Landlord, and the owner of the Property where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or

suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the Lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary.

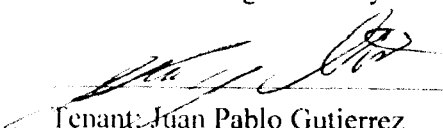
65. The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Property of the Landlord or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible.

66. The Tenant is responsible for any person or persons who are upon or occupying the Property or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Property for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.

67. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.

68. Time is of the essence in this Lease. Every calendar day except Saturday, Sunday or U.S. national holidays will be deemed a business day and all relevant time periods in this Lease will be calculated in business days. Performance will be due the next business day, if any deadline falls on a Saturday, Sunday or a national holiday. A business day ends at five p.m. local time in the time zone in which the Property is situated.

IN WITNESS WHEREOF Juan Pablo Gutierrez and Monica Santos, and Carol Wilson and Alexandre Clug have duly affixed their signatures on this 09 day of January, 2019.



Tenant: Juan Pablo Gutierrez



Landlord: Carol Wilson

Monica Santos

Tenant: Monica Santos

Alexandre Clug

Landlord: Alexandre Clug

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the 09 day of January, 2019.

Juan Pablo Gutierrez
Tenant: Juan Pablo Gutierrez

Monica Santos

Tenant: Monica Santos

Lead-Based Paint Disclosure

Property: [REDACTED] Palm Beach Gardens, FL [REDACTED]

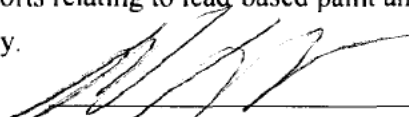
Landlord: Carol Wilson and Alexandre Clug

Tenant: Juan Pablo Gutierrez and Monica Santos

Landlord's Disclosure

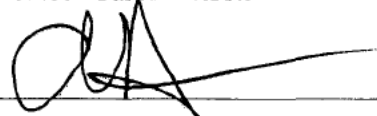
The Landlord CERTIFIES THAT:

1. The Landlord has NO knowledge of any lead-based paint and/or lead-based paint hazards in or about the Property.
2. The Landlord has NO records or reports relating to lead-based paint and/or lead-based paint hazards in or about the Property.



Landlord: Carol Wilson

Date: 9 day of January 2019

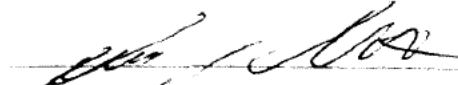


Landlord: Alexandre Clug

Tenant's Disclosure

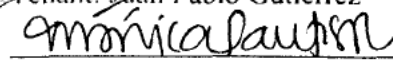
The Tenant ACKNOWLEDGES receipt of:

- i. the information contained in the above Landlord's Disclosure including the above-mentioned reports and records: and
- ii. the pamphlet *Protect Your Family from Lead in Your Home* (EPA-747-K-99-001) or an equivalent pamphlet that has been approved for use in its state by the Environmental Protection Agency.



Tenant: Juan Pablo Gutierrez

Date: 09 day of January, 2019



Tenant: Monica Santos

The pamphlet *Protect Your Family from Lead in Your Home* can be ordered in hard copy or can be printed from the website <http://www2.epa.gov/lead/protect-your-family-lead-your-home>.

Asbestos Disclosure

Property [REDACTED], Palm Beach Gardens, FL [REDACTED]

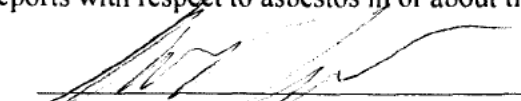
Landlord: Carol Wilson and Alexandre Clug

Tenant: Juan Pablo Gutierrez and Monica Santos

Landlord's Disclosure


The Landlord CERTIFIES THAT:

1. The Landlord has investigated and there is no asbestos in or about the Property.
2. The Landlord has NO records or reports with respect to asbestos in or about the Property.



Landlord: Carol Wilson

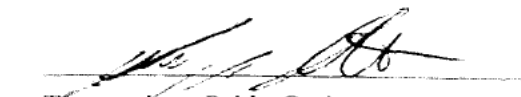
Date: 9 day of January, 2019



Landlord: Alexandre Clug

Tenant's Disclosure

The Tenant ACKNOWLEDGES receipt of the information contained in the above Landlord's Disclosure including any reports and records.



Tenant: Juan Pablo Gutierrez

Date: 09 day of January, 2019



Tenant: Monica Santos

Residential Lease Agreement Amendment

THIS AMENDMENT REFERS TO THE LEASE (the "Lease") dated the 13th day of January 2019

BETWEEN:

Carol Wilson and Alexandre Clug

(collectively and individually the "Landlord")

OF THE FIRST PART

- AND -

Juan Pablo Gutierrez and Monica Santos

(collectively and individually the "Tenant")

OF THE SECOND PART


BOTH Landlord and Tenant agree to extend the Term of the Lease to a month-to-month term starting at 12:00 noon on January 13, 2020.

BOTH Landlord and Tenant agree to amend the termination notice from a minimum of 60' days to a minimum of 30 days' notice. Specifically, upon the greater of 30 days' notice and any notice required under the Act, the Landlord or Tenant may terminate this tenancy without cause or reason. ALL OTHER terms and conditions of the Lease remain the same.

IN WITNESS WHEREOF Juan Pablo Gutierrez and Monica Santos, and Carol Wilson and Alexandre Clug have duly affixed their signatures on this 03 day of December, 2019.




Tenant: Juan Pablo Gutierrez



Landlord: Carol Wilson



Tenant: Monica Santos



Landlord: Alexandre Clug

Catalina Lakes HOA, Inc.
c/o Capital Realty Advisors
600 Sandtree Drive Suite 109
Palm Beach Gardens, FL 33403

Statement of Account

as of 12/11/2020
call or click today!
561-624-5888

Pay online at: <http://www.duespayment.com>

Alexandre Clug/Carol Wilson
Carol A Wilson
[REDACTED]
Jupiter FL [REDACTED]

1ST QUARTER 2021

[REDACTED]
Account #: [REDACTED]
Lot/Unit #: [REDACTED]
Due Date: 01/01/2021
Amount Due: \$915.00

Date	Description	Charges	Credits	Balance
10/31/2020	Balance Forward			
	Current Charges			
	QTRLY ASSESS	\$915.00		\$915.00
Current Balance:				\$915.00

1ST QTR MAINTENANCE FEES ARE DUE 1/1/21~\$25 LATE FEE AND INTEREST ADDED IF PAYMENT IS NOT RECEIVED BY 1/15

please remit this portion with your payment

Make Checks Payable to:
Catalina Lakes Homeowners Assoc, Inc (#352)

Remit Payment To:
c/o Accounts Receivable Department
Capital Realty Advisors-#352
PO Box 166452
Miami, FL 33116-6452

Account Information

1ST QUARTER 2021
[REDACTED]
Account #: [REDACTED]
Lot/Unit #: [REDACTED]
Due Date: 01/01/2021
Amount Due: \$915.00

Amount Enclosed:



COUNTY OF PALM BEACH: NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY CONTROL NO.	YEAR	BILL NO.	CMC	APPLIED EXEMPTION(S)	LEGAL DESCRIPTION
52-43-42-07-39-000-1540	2020	101508787	40		CATALINA LAKES LT 154



1157
R 8 - 297519

CLUG ALEXANDRE S &
WILSON CAROLA

MIAMI FL [REDACTED] APT [REDACTED]



ANNE M. GANNON

CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

www.pbctax.com

2020 REAL ESTATE PROPERTY TAX BILL

READ REVERSE SIDE BEFORE CALLING		AD VALOREM TAXES			READ REVERSE SIDE BEFORE CALLING		
TAXING AUTHORITY	TELEPHONE	ASSESSED	EXEMPTION	TAXABLE	MILLAGE	TAX AMOUNT	
COUNTY	561-355-3996	258,535		258,535	4.7815	1,236.19	
COUNTY DEBT	561-355-3996	258,535		258,535	0.0309	7.99	
LIBRARY	561-355-3996	258,535		258,535	0.5491	141.96	
LIBRARY DEBT	561-355-3996	258,535		258,535	0.0342	8.84	
CITY OF PALM BEACH GARDENS	561-799-4108	258,535		258,535	5.5500	1,434.87	
CHILDRENS SERVICES COUNCIL	561-740-7000	258,535		258,535	0.6497	167.97	
F.I.N.D.	561-627-3386	258,535		258,535	0.0320	8.27	
PBC HEALTH CARE DISTRICT	561-659-1270	258,535		258,535	0.7261	187.72	
SCHOOL LOCAL	561-434-8837	258,535		258,535	3.2480	839.72	
SCHOOL STATE	561-434-8837	258,535		258,535	3.7620	972.61	
SFWM EVERGLADES CONST PROJECT	561-686-8800	258,535		258,535	0.0380	9.82	
SO FLA WATER MANAGEMENT DIST.	561-686-8800	258,535		258,535	0.1103	28.52	
SO FLA WATER MGMT - OKEE BASIN	561-686-8800	258,535		258,535	0.1192	30.82	
TOTAL AD VALOREM						5,075.30	

www.pbctax.com

READ REVERSE SIDE BEFORE CALLING		NON-AD VALOREM ASSESSMENTS		READ REVERSE SIDE BEFORE CALLING	
LEVYING AUTHORITY	TELEPHONE	RATE	AMOUNT		
SOLID WASTE AUTHORITY OF PBC	561-640-4000	95.00	95.00		
TOTAL NON-AD VALOREM			95.00		
TOTAL AD VALOREM AND NON-AD VALOREM COMBINED			5,170.30		

AMOUNT DUE WHEN RECEIVED BY					
NOV 30, 2020	DEC 31, 2020	JAN 31, 2021	FEB 28, 2021	MAR 31, 2021	TAXES ARE DELINQUENT APRIL 1, 2021
\$4,963.50	\$5,015.19	\$5,066.89	\$5,118.60	\$5,170.30	
4%	3%	2%	1%	NO DISCOUNT	

DETACH HERE

SEE REVERSE SIDE FOR INSTRUCTIONS AND INFORMATION

DETACH HERE

COUNTY OF PALM BEACH: NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY CONTROL NO.	YEAR	BILL NO.
52-43-42-07-39-000-1540	2020	101508787

CLUG ALEXANDRE S &
WILSON CAROLA

MIAMI FL [REDACTED] APT [REDACTED]

20201015087870005170308

LEGAL DESCRIPTION

CATALINA LAKES LT 154

P.O. BOX 3353
WEST PALM BEACH, FL 33402-3353

MAKE PAYMENT TO:

TAX COLLECTOR, PALM BEACH COUNTY

AMOUNT DUE WHEN RECEIVED BY					
NOV 30, 2020	DEC 31, 2020	JAN 31, 2021	FEB 28, 2021	MAR 31, 2021	TAXES ARE DELINQUENT APRIL 1, 2021
\$4,963.50	\$5,015.19	\$5,066.89	\$5,118.60	\$5,170.30	
4%	3%	2%	1%	NO DISCOUNT	



IMPORTANT INSTRUCTIONS

2020 REAL ESTATE PROPERTY TAX BILL

This bill includes AD VALOREM TAXES and NON-AD VALOREM ASSESSMENTS for the current tax year. Discount amounts are shown on the front of this bill.

REAL ESTATE PROPERTY TAX PAYMENT

- Payment must be made in full and in U. S. funds.
- Payment must be received in our office by the due date printed on the front of this bill.
- Payment is subject to verification and receipt of funds. A fee is applied for dishonored funds.
- For the latest requirements when visiting our office in-person, visit www.pbctax.com.

PAYMENT OPTIONS

- **ECHECK** (Online Only) 24/7 at www.pbctax.com. eCheck is FREE (email transaction notice serves as confirmation).
- **CREDIT/DEBIT CARD A 2.4% Convenience Fee Will Apply (\$2.00 minimum)**. Convenience fees are collected by the credit/debit card vendor and not retained by our office (email transaction notice serves as online receipt).
- **BANK ONLINE BILL PAY** Use your bank's bill pay service. Enter the 17-digit Property Control Number (no dashes) as account number. Mail delivery and bank processing times vary. Please allow ample time (confirmation from your bill pay service serves as receipt).
- **DROP OFF BOX** At any service center from 8:15 AM to 5:00 PM, Monday - Friday (canceled check serves as receipt).
- **MAIL** Detach the stub below and return with payment. **DO NOT TAPE, FOLD, STAPLE, PAPER CLIP OR WRITE ON PAYMENT STUB.** Write your 17-digit Property Control Number on your payment. Use the enclosed return envelope with the Tax Collector address showing in the return envelope window (canceled check serves as receipt).
- **WIRETRANSFER** Visit our website at www.pbctax.com/wires for instructions.

DELINQUENT TAX INFORMATION

FLORIDA STATUTE 197.402 and 197.432: Tax Certificates will be sold on all unpaid property taxes 60 days after the date of delinquency.

- AD VALOREM TAXES and NON-AD VALOREM ASSESSMENTS are delinquent APRIL 1.
- The minimum charge of 3% will be collected. Interest accrues up to 1.5% per month (18% annually).
- Interest and associated costs for delinquent taxes are determined by the date payment is received. Postmark date is not proof of payment.
- Payment AFTER THE DATE OF DELINQUENCY must be paid by certified funds or the payment will be returned. Certified funds include funds drawn on a U.S. bank in cash, bank draft, wire transfer, money order or cashier's check.

(DETACH HERE)

STOP PAYMENT PROCESSING DELAYS

DO NOT TAPE, FOLD, STAPLE, PAPER CLIP OR WRITE ON THIS PAYMENT STUB

QUESTIONS

Constitutional Tax Collector

Prepares and mails TAX BILLS. For answers to most questions, visit www.pbctax.com or call 561-355-2264.

Note: *If this property was sold, please notify us at www.pbctax.com/propertysold and complete a Property Tax Contact Form.*

Property Appraiser

Prepares the AD VALOREM TAX ROLL. For questions about assessed value, exemptions, taxable value, assessed owner's name, address and legal description, call 561-355-2866.

Taxing Authorities

Set the AD VALOREM MILLAGE RATES. See telephone numbers listed on front of bill for questions about assessment amounts and services provided.

Levying Authorities

Determine the NON-AD VALOREM ASSESSMENTS. See telephone numbers listed on front of bill for questions about assessment amounts and services provided.

INCLUDE THIS STUB WITH PAYMENT

Make payment to:

Tax Collector, Palm Beach County

Please include the 17-digit Property Control Number on your payment. Place this stub and your payment in the enclosed return envelope. The Constitutional Tax Collector's address must show in the return envelope window.

EXHIBIT 10

Residential Lease Agreement

THIS LEASE (the "Lease" or "Agreement") dated this 1st day of August 2020

BETWEEN:

Carol Wilson and Alexandre Clug

(collectively and individually the "Landlord")

OF THE FIRST PART

- AND -

Jason Robert Herold

(collectively and individually the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations provided in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

Leased Property

1. The Landlord agrees to rent to the Tenant the house, municipally described as [REDACTED] [REDACTED] North Palm Beach, Florida [REDACTED] (the "Property"), for use as residential premises only. Neither the Property nor any part of the Property will be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private single-family residence.
2. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord.

3. A reasonable number of pets or animals are allowed to be kept in or about the Property. If, at the sole discretion of the Landlord, this privilege is abused, or if the pets damage the Property, or if the pets cause problems or interfere with the use and enjoyment of the Property for the other tenants, the Landlord may revoke this privilege upon thirty (30) days' notice.
4. Smoking is permitted on the Property. The Tenant will be responsible for all damage caused by smoking including, but not limited to, stains, burns, odors and removal of debris.
5. The Landlord agrees to supply and the Tenant agrees to use and maintain in reasonable condition, normal wear and tear excepted, the following furnishings: Ceiling fans, stove, 2 refrigerators, washer, dryer, dishwasher, microwave.

Term

6. The term of the Lease is twelve months commencing at 12:00 noon on August 1st, 2020 and terminating at 12:00 noon on July 31st, 2021.
7. Upon the greater of 10 days' notice and any notice required under the Act, the Landlord may terminate this tenancy if the Tenant has defaulted in the payment of any portion of the Rent when due, including any late payment penalty fees, and that amount is still due after any grace period required by the Act.
8. Upon the greater of 15 days' notice and any notice required under the Act, the Landlord may terminate this tenancy if the Tenant has breached any provision of this lease.
9. Upon the greater of 60 days' notice and any notice required under the Act, the Landlord may terminate this tenancy without cause or reason.
10. Upon the greater of 60 days' notice and any notice required under the Act, the Tenant may terminate this tenancy without cause or reason.

Rent

11. Subject to the provisions of this Lease, the rent for the Property is \$2,250.00 per month (the "Rent").

12. The Tenant will pay the Rent on or before the 1st of each and every month of the term of this Lease to the Landlord at [REDACTED], Jupiter, FL [REDACTED] or at such other place as the Landlord may later designate.
13. The Tenant will be charged an additional amount of \$25.00 per day that the Rent is Late. Rent will be considered Late for late payment fee purposes after a three-day grace period. Therefore, as an example, if a rent payment is **received** by the Landlord on the 3rd of the month in which it is due, then no late payment fee will be charged. However, as an example, if the rent payment is **received** on the 6th of the month in which it is due, then a late payment fee of \$75 is due: 6 less 3 multiplied by 25 = 75.
14. If Tenant remains in Property past the Term ending date of July 31st, 2021 without Landlord's approval or a renewal contract, then Rent will automatically be increased to \$4,000 per month.

Security Deposit

15. On execution of this Lease, the Tenant will pay the Landlord a security deposit of \$2,250.00 (the "Security Deposit"), one first month's rent payment of \$2,250.00, and one last month's rent payment of \$2,250.00.
16. The Landlord will initially hold the Security Deposit in a dedicated account located at TDBank in Palm Beach Gardens, Florida. The Landlord may use another bank at their discretion.
17. The Landlord will return the Security Deposit, not including any accrued interest, if any, at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the Act.
18. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
 - a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;

- b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
- c. unplugging toilets, sinks and drains;
- d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
- e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
- f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
- g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
- h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
- i. replacement of locks and/or lost keys to the Property and any administrative fees associated with the replacement as a result of the Tenant's misplacement of the keys; and
- j. any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

19. The Tenant may not use the Security Deposit as payment for the Rent.

20. Within the time period required by the Act and after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: _____, _____, FL _____, or at such other place as the Tenant may advise.

Early Termination Fee

21. Tenant agrees to pay \$2,250 as liquidated damages or an early termination fee if Tenant elects to terminate the rental agreement and the landlord waives the right to seek additional rent beyond the month in which the Landlord retakes possession.
22. The tenant is required to give 60 days' notice prior to the proposed date of early termination.
23. An early termination fee does not include:
 - (a) Unpaid rent and other accrued charges through the end of the month in which the landlord retakes possession of the dwelling unit.
 - (b) Charges for damages to the dwelling unit.
 - (c) Charges associated with a rental agreement settlement, release, buy-out, or accord and satisfaction agreement.

Pet Fee

24. Tenant does not have a pet. However, if in the future the tenant wishes to have a pet, then the pet will first need to be approved by landlord, whose approval will not be unreasonably withheld. Upon acceptance of a pet, the Tenant will pay the Landlord a non-refundable pet fee of \$300.00 (the "Pet Fee") for each accepted pet.

Quiet Enjoyment

25. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Property for the agreed term.

Inspections

26. The Landlord and the Tenant will complete, sign and date an inspection report at the beginning and at the end of this tenancy.
27. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act.

Tenant Improvements

28. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
 - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
 - c. removing or adding walls, or performing any structural alterations;
 - d. installing a waterbed(s);
 - e. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;
 - f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or
 - g. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

Utilities and Other Charges

29. The Tenant is responsible for the payment of all utilities in relation to the Property.

Insurance

30. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a renter's policy of insurance.

Abandonment

31. If at any time during the term of this Lease, the Tenant abandons the Property or any part of the Property, the Landlord may, at its option, enter the Property by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, rent the Property, or any part of the Property, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such renting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the renting. If the Landlord's right of re-entry is exercised following abandonment of the Property by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Property to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Attorney Fees

32. In the event that any action is filed in relation to this Lease, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called on to pay a reasonable sum for the successful party's attorney fees.

Governing Law

33. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Florida, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

34. If there is a conflict between any provision of this Lease and the applicable legislation of State of Florida (the "Act"), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

35. In the event that any of the provisions of this Lease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Lease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

Amendment of Lease

36. Any amendment or modification of this Lease or additional obligation assumed by either party in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Assignment and Subletting

37. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Additional Clause

38. Tenant is responsible for extermination of rats, mice, roaches, ants and bedbugs.

Damage to Property

39. If the Property, or any part of the Property, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Property will be promptly repaired by the Landlord and there will be an abatement of Rent corresponding with the time during which, and the extent to which, the Property may have been untenable. However, if the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

Care and Use of Property

40. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
41. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
42. The Tenant will keep the Property reasonably clean.
43. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.
44. The Tenant will not engage in any illegal trade or activity on or about the Property.
45. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
46. The Landlord will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold, and to promptly respond to any written notices from the Tenant in relations to accumulation of moisture and visible evidence of mold.
47. The Tenant will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold, and to promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant.
48. The Tenant agrees that no signs will be placed or painting done on or about the Property by the Tenant or at the Tenant's direction without the prior, express, and written consent of the Landlord. Notwithstanding the above provision, the Tenant may place election signs on the Property during the appropriate time periods.
49. If the Tenant is absent from the Property and the Property is unoccupied for a period of four consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.

50. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

Hazardous Materials

51. The Tenant will not keep or have on the Property any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Property or that might be considered hazardous by any responsible insurance company.

Address for Notice

52. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below. After this tenancy has been terminated, the contact information of the Tenant is:

- a. Name: _____ and _____.
- b. Phone: ____-____-____.
- c. Post termination notice address: _____, _____, _____.

53. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

- a. Name: Carol Wilson and Alexandre Clug.
- b. Address: [REDACTED], Jupiter, FL [REDACTED]

The contact information for the Landlord is:

- c. Phone: [REDACTED]
- d. Email address: [REDACTED]

General Provisions

54. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
55. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
56. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
57. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
58. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
59. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant, or unless the changes are made in compliance with the Act.
60. The Tenant will be charged an additional amount of \$75.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
61. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
62. This Lease and the Tenant's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Property by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.

63. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
64. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease.
65. The Tenant will indemnify and hold the Landlord, and the owner of the Property where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the Lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary.
66. The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Property of the Landlord or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible.
67. The Tenant is responsible for any person or persons who are upon or occupying the Property or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Property for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.
68. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.

69. Time is of the essence in this Lease. Every calendar day except Saturday, Sunday or U.S. national holidays will be deemed a business day and all relevant time periods in this Lease will be calculated in business days. Performance will be due the next business day, if any deadline falls on a Saturday, Sunday or a national holiday. A business day ends at five p.m. local time in the time zone in which the Property is situated.

IN WITNESS WHEREOF Jason Robert Herold and Carol Wilson and Alexandre Clug have duly affixed their signatures on this 1st day of August, 2020.

Jason Herold
08-02-2020 04:24:11 PM UTC - 2-1

Tenant: Jason Robert Herold

Carol Wilson
08-02-2020 05:18:28 PM UTC - 3-2

Landlord: Carol Wilson

Alexandre Clug
08-02-2020 05:22:06 PM UTC - 4-3

Landlord: Alexandre Clug

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the 1st day of August, 2020.

Jason Herold
08-02-2020 04:24:11 PM UTC - 2-4

Tenant: Jason Robert Herold

Lead-Based Paint Disclosure

Property: [REDACTED] North Palm Beach, Florida [REDACTED]

Landlord: Carol Wilson and Alexandre Clug

Tenant: Jason Robert Herold

Landlord's Disclosure

The Landlord CERTIFIES THAT:

1. The Landlord has NO knowledge of any lead-based paint and/or lead-based paint hazards in or about the Property.
2. The Landlord has NO records or reports relating to lead-based paint and/or lead-based paint hazards in or about the Property.

Carol Wilson
08-02-2020 05:18:28 PM UTC - 3-5

Landlord: Carol Wilson

Date: 1st day of August 2020

Alexandre Clug
08-02-2020 05:22:06 PM UTC - 4-6

Landlord: Alexandre Clug

Tenant's Disclosure

The Tenant ACKNOWLEDGES receipt of:

- i. the information contained in the above Landlord's Disclosure including the above-mentioned reports and records; and
- ii. the pamphlet *Protect Your Family from Lead in Your Home* (EPA-747-K-99-001) or an equivalent pamphlet that has been approved for use in its state by the Environmental Protection Agency.

Jason Herold
08-02-2020 04:24:11 PM UTC - 2-7

Date: 1st day of August, 2020

Tenant: Jason Robert Herold

The pamphlet *Protect Your Family from Lead in Your Home* can be ordered in hard copy or can be printed from the website <http://www2.epa.gov/lead/protect-your-family-lead-your-home>.

Asbestos Disclosure

Property: [REDACTED] North Palm Beach, Florida [REDACTED]

Landlord: Carol Wilson and Alexandre Clug

Tenant: Jason Robert Herold

Landlord's Disclosure

The Landlord CERTIFIES THAT:

1. The Landlord has investigated and there is no asbestos in or about the Property.
2. The Landlord has NO records or reports with respect to asbestos in or about the Property.

Carol Wilson
08-02-2020 05:18:28 PM UTC - 3-8

Landlord: Carol Wilson

Date: 1st day of August, 2020

Alexandre Clug
08-02-2020 05:22:06 PM UTC - 4-9

Landlord: Alexandre Clug

Tenant's Disclosure

The Tenant ACKNOWLEDGES receipt of the information contained in the above Landlord's Disclosure including any reports and records.

Jason Herold
08-02-2020 04:24:11 PM UTC - 2-10

Tenant: Jason Robert Herold

Date: 1st day of August, 2020



B6-YM07-01-7
P.O. Box 1820
Dayton, Ohio 45401-1820

Mortgage Statement

Statement Date 01/13/2021

pnc.com/homehq

1-749-23825-0000677-001-000-000-000-000

Customer Service: 1-800-822-5626

Account Number 1000518130
Payment Due Date 02/01/2021
Amount Due **\$1,279.42**

ALEXANDRE CLUG
JUPITER FL

If payment is received after 02/16/2021, \$39.66 late fee will be charged.

Account Information		Explanation of Amount Due	
Outstanding Principal	\$65,119.89	Principal	\$596.42
Interest Rate	3.6250%	Interest	\$196.72
		Escrow (Taxes and Insurance)	\$457.26
		Escrow Overage/Shortage	\$29.02
		Regular Monthly Payment	\$1,279.42
		Total Amount Due	\$1,279.42

Transaction Activity (12/12/2020 to 01/13/2021)

Payments received after 01/13/2021 are not reflected on this statement.

Date Received	Description	Charges	Payments
01/13/2021	Payment		\$1,279.42
01/13/2021	Payment to Principal		\$220.58

Past Payments Breakdown

	Paid Since Last Statement	Paid Year to Date
Principal	\$814.54	\$814.54
Interest	\$199.18	\$199.18
Escrow (Taxes and Insurance)	\$486.28	\$486.28
Fees	\$0.00	\$0.00
Unapplied Funds*	\$0.00	\$0.00
Total	\$1,500.00	\$1,500.00

***Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate Unapplied Funds Account. If you pay the balance of a partial payment, the funds may be applied to your mortgage loan or the funds may be returned to you depending on the status of your loan.



[Redacted]	Payment Due Date	Next Payment Amount Due	Past Due Amounts	Total Amount Due	If Received After	*Payment Amount Due
	02/01/2021	\$1,279.42	\$0.00	\$1,279.42	02/16/2021	\$1,319.08

ALEXANDRE CLUG

Make checks payable to PNC Bank.

*Includes Late Fees

Regular Payment	\$	[Grid]
Additional Principal	\$	[Grid]
Total Amount Enclosed	\$	[Grid]

P.O. Box 6534
Carol Stream, IL 60197-6534

Your complete online resource for all your home lending needs:

- Current Loan Information
- Tax and Interest Information
- IRS Form 1098 / Year End Statement
- Borrower Contact Profile
- Loan Activity
- Amortization Schedule
- Electronic Funds Transfer
- Escrow Information
- Payoff Requests
- Billing Statements

For important information regarding your mortgage and to access your account online, visit pnc.com/homehq and click **Customer Service & Support**. And don't forget, you can always write to us at the addresses below or call us at **1-800-822-5626** to help you with any questions you may have. Representatives are available to talk 8 a.m. - 9 p.m. ET Monday - Thursday, and 9 a.m. - 5 p.m. ET on Friday.

Important address and correspondence information

General Inquiries: PNC Bank, PO Box 1820, Dayton, OH 45401-1820

Credit Bureau Disputes: PNC Bank, PO Box 8703, Dayton, OH 45401-8703

Notice of Error and Information Request: To assert an error or to request information regarding your account, you must submit the notice of error or request for information in writing to PNC Bank, PO Box 8807, Dayton, OH 45401-8807

Insurance Bills: PNC Bank National Association ISAOA ATIMA, PO Box 7433, Springfield, OH 45501 1-888-229-5429

Military Servicemembers SCRA Benefit Questions: PNC Bank, Servicemembers Operations Center BR-YB58-01-8, PO Box 5570, Cleveland, OH 44101-0570 1-844-762-7272

Please remember to include your name and loan number on all payment remittances or written correspondence.

Payment Options

Free payment options



PNC Online Banking: Visit PNC.com/OLB



Electronic Funds Transfer Form: Visit PNC.com/MortgageAutopay to print out and send in a form or visit your local branch for more information.



Send check: Make payable to PNC Bank and mail with the attached coupon to the address listed on the coupon. Overnight or Express Mail to: 2012 Corporate Lane, Suite 108, Naperville, IL 60563



Visit a Branch: Visit your local branch and make a payment with a check, cashier's check, money order, or cash.

Other payment options



Pay by Phone at 1-800-822-5626. For fee amount, refer to the Fees section.

Fees (All fees are subject to change without notice, subject to applicable law.)

CFPB 2nd Servicing File in 6 months	\$250.00	Partial Release	\$500.00
Escrow Deletion	0.25% of Unpaid Principal Balance (UPB) at the time of approval.	Priority Service	\$15.00
Late Charges	Per Note	Recast Modification*	\$250.00
Loan Assumption (dependent on loan type)	Not to Exceed \$900.00	Agent Assisted Phone Payment	\$7.00 per transaction
Non-Sufficient Funds (NSF)	Subject to Applicable Law	Subordination of Junior Lien	Per Agreement

*Fees are subject to loan qualification.

IMPORTANT NOTICES

Under Federal law, we are required to provide you with notice that 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.

Additional funds will be applied toward outstanding fees, subject to applicable law, and the current month's payment must be satisfied prior to any additional principal payments being applied.

Crediting of Payments: Payments received by 5:00 p.m. (Central Time/Carol Stream, IL or Pacific Time/Los Angeles, CA) will be credited as of that day, as long as the following conditions are met:

- Make your check, money order or cashier's check payable to **PNC Bank**. All checks/money orders must be drawn in U.S. dollars on a U.S. financial institution. **Do not send cash by mail.**
- The payment must be accompanied by the proper payment coupon using the envelope provided or proper billing statement coupon and envelope.
- Be sure to write your loan number on your check, money order or cashier's check.
- Do not fold the enclosed check, payment coupon, or billing statement coupon. Do not include paper clips, staples, tape, other correspondence or more than one payment in the envelope.

Payments that do not meet these requirements may not be credited for up to 5 days after the day of receipt.

Funds will be applied to interest, principal, and escrow (if applicable). Additional funds will be applied towards outstanding fees, subject to applicable law, and then to additional principal payments if the loan is current.

AVOID LATE CHARGES. Your full monthly payment should be received on or before the due date. Any check or automatic draft that is returned by your bank may result in additional processing fees, subject to applicable law.

1-749-23825-0000677-001-000-000-000-000

Important Messages

Thank you for going paperless and choosing online billing statements. Your paper statement has been discontinued. We hope you enjoy the ease of accessing your statement and loan information online.

* * * * *

Detailed History

Payments received after 01/13/2021 are not reflected on this statement.

Property Address: 965 LAUREL RD
NORTH PALM BEACH FL 33408

Escrow Balance: \$1,833.98

Date Received	Effective Date	Description	Amount Received	Principal	Interest	Escrow	Late Charges/ Other Fees	Optional Insurance	Unapplied
01/13/21	01/13/21	Payment for 01/21	1,279.42	593.96	199.18	486.28	0.00	0.00	0.00
01/13/21	01/13/21	Principal Payment	220.58	220.58	0.00	0.00	0.00	0.00	0.00

Financial counseling is available through a HUD-approved counseling agency. To locate an agency near you, call 1-800-569-4287 (TDD 1-800-877-8339) or visit www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm. For assistance in finding a HUD-approved housing counselor at no charge or to request further explanation of the borrower notices, call the HOPE Hotline at 1-888-995-HOPE and ask for hardship assistance.

Contact Information

Online Payment and Information available 24 hours a day/7 days a week:	pnc.com/homehq
Customer Service: 1-800-822-5626	Monday - Thursday 8 a.m. - 9 p.m. (ET); Friday 8 a.m. - 5 p.m. (ET)
Collections: 1-800-523-8654	Monday - Friday 8 a.m. - 9 p.m. (ET); Saturday 8 a.m. - 2 p.m. (ET)
Credit Bureau Disputes:	PNC Bank, PO Box 8703, Dayton, OH 45401-8703
General Account Written Inquiries/Update:	PNC Bank, PO Box 1820, B6-YM07-01-7, Dayton, OH 45401-1820
Notice of Error and Information Request:	To assert an error or to request information regarding your account, you must submit the notice of error or request for information in writing to PNC Bank, PO Box 8807, Dayton, OH 45401-8807

Go Green

Go paperless with your monthly billing statements or coupons for:



- **Efficiency:** Say goodbye to filing and shredding
- **Convenience:** Receive monthly emails when statements are ready
- **Safety:** Reduce the possibility of mail fraud and ID theft
- **Conservation:** Save trees from being cut down
- **Prevention:** Stop paper from going to landfills
- **Reduction:** Shrink your carbon footprint

Go to pnc.com/homehq/gogreen and log into your account to switch today.

Payoff Quote

In the event you decide to sell your home, it is important that either you or your attorney or closing agent contact PNC Bank for the proper payoff amount to satisfy the mortgage. Please include the following in your request:

1. Name and address of person receiving the payoff quote.
2. Expected payoff date.

It is possible to receive a payoff quote via fax for a fee (subject to change without notice). For fee amount, refer to the Fees Section. For additional information, please visit us online or call the Payoff Department toll-free at 877-729-6337.

Trouble Making Payments

Homeowners Assistance

Has there been a hardship that has affected your ability to pay your PNC mortgage? We may be able to help. Visit us online or you can call us toll free: 800-523-8654, Monday - Friday 8 a.m. - 9 p.m. ET, Saturday 8 a.m. - 2 p.m. ET.

Write to us at:

PNC Homeowners Assistance
3232 Newmark Drive
Miamisburg OH 45342

Home Lending Center

Purchasing • Refinancing • Home Equity Lending

Whether you're buying a new home, refinancing or looking to tap into your home's equity, the Home Lending Center is the first place to turn. Here you'll find the expert advice you need to determine the right lending product for you. Just visit us online or call us now at **1-800-513-1578**.



Borrower Personal Profile Change Information

Please indicate any change of information by checking the appropriate box. Verification can be made by visiting pnc.com/homehq and clicking **Sign On** to log in to Mortgage Online. Please allow adequate time for processing your request.

Loan Number: _____

Borrower: _____ Co-borrower: _____

Street: _____

City/State/Zip Code: _____

Home Phone: _____ Cell Phone: _____ Other Phone: _____

Borrower e-mail: _____ Co-borrower e-mail: _____

Borrower signature: _____ Co-borrower signature: _____

CERTIFICATION: Under penalties of perjury, you certify that the information provided on this form is true, correct, and complete.

By providing a cell phone number, you understand and agree that PNC Bank and its affiliates may use that number to service any of your accounts using an automated dialer or leaving a pre-recorded message or text.

Return the completed form to:

PNC Bank, Attn: Customer Service Department, PO Box 1820, Dayton, OH 45401-1820.