

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

FEDERAL TRADE COMMISSION and
OFFICE OF THE ATTORNEY GENERAL,
STATE OF FLORIDA,

Plaintiffs,

Case no. 6:16-cv-982-Orl-41TBS

vs.

LIFE MANAGEMENT SERVICES
OF ORANGE COUNTY, LLC, et al.,

Defendants.

RECEIVER'S INITIAL REPORT

Mark J. Bernet (the "Receiver"), as Receiver for Life Management Services of Orange County, LLC, Loyal Financial & Credit Services, LLC, IVD Recovery, LLC, KWP Services, LLC, KWP Services of Florida, LLC, LPSOFFLA LLC, LPSOFFLORIDA L.L.C., PW&F Consultants of Florida, LLC, UAD Secure Services LLC, UAD Secure Service of FL LLC, URB Management, LLC, YCC Solutions LLC and YFP Solutions LLC (collectively the "Receivership Defendants"), files his initial report.

I. **PROCEDURAL BACKGROUND.**

The Plaintiffs, the Federal Trade Commission ("FTC") and the State of Florida, Office of the Attorney General ("FLAG") commenced this case by filing their *Complaint for Permanent Injunction and Other Relief* (doc. no. 1), on Tuesday, June 7, 2016. In their Complaint the FTC and FLAG alleged that the Defendants operated their businesses (i) in violation of Section 5(a) of the FTC Act, 15 U.S.C.A. §45(a), (ii) in violation of the Telemarketing Sales Rule, 16 CFR Part 310, and (iii) in violation of the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat.

§§501.201 *et seq.* The Plaintiffs specifically alleged that since 2013 the Defendants "engaged in a telemarketing scheme that defrauds financially distressed consumers by selling them two types of phony debt relief services: credit card interest rate-reduction services . . . and credit-card debt-elimination services." The Plaintiffs alleged that since 2013 the Defendants "have initiated hundreds of thousands of illegal telephone calls to consumers throughout the United States," including to consumers on the National Do-Not-Call Registry. The FTC and FLAG also alleged that the Defendants used unlawful "robocalls" and that the Defendants utilized a host of deceptive and misleading representations to try to induce consumers to agree to pay for either the credit-card interest-rate-reduction product or service (hereafter referred to as the "Lower Interest Rate" or more simply the "LI" product or service) or the credit-card debt-elimination product or service (hereafter referred to as the "Debt Elimination" or more simply the "DE" product or service). The Plaintiffs also alleged that the LI and DE products or services do not work, and that the cost to consumers for the LI and DE products or services far outweighs any benefits that consumers receive from either product or service. As relief, the Plaintiffs requested preliminary and permanent injunctive relief, a money judgment in an amount necessary to redress injury to consumers, fines, and the costs of bringing the lawsuit.

The Plaintiffs also filed *Plaintiffs' ex parte Motion for a Temporary Restraining Order with Asset Freeze, Appointment of a Receiver, Other Equitable Relief and an Order to Show Cause why a Preliminary Injunction should not Issue* (the "Motion for TRO"), together with a supporting memorandum of law. At approximately 1:00 p.m. on June 8, 2016, this Court granted the Plaintiffs' motion and entered an *Ex Parte Temporary Restraining Order* (hereafter the "TRO"). Among other things, the TRO appointed the Receiver as temporary receiver for each of the 13 Receivership Defendants. *See* Section XIV, p. 18 of the TRO. The Court also scheduled

a hearing for June 22, 2016, at which the Defendants were directed to appear and show cause why the Court should not enter a preliminary injunction.

Attorney Mario Ceballos filed an appearance on behalf of the Receivership Defendants LPSofFLA, LPSOFFLORIDA, and YFP Solutions, although at the June 22, 2016 show-cause hearing, none of the Receivership Defendants was represented by counsel. The Court was advised that most of the individual Defendants were prepared to stipulate to a preliminary injunction. The individual Defendants Clarence H. "Harry" Wahl and Karen M. Wahl initially advised that they opposed the entry of a preliminary injunction based on arguments that certain funds in their accounts at McCoy Federal Credit Union should not have been frozen by the TRO. After discussions between the Wahls' attorney and counsel for the Plaintiffs, the Wahls agreed to the entry of a preliminary injunction, subject to the release of a small amount of the frozen funds. The Court then extended the TRO until the parties could submit proposed agreed preliminary injunctions.

Thereafter, between June 30, 2016, and July 6, 2016, the Court entered a series of stipulated preliminary injunctions (doc. nos. 75, 76, 77, 78, 79, 80, 81 and 83) and a preliminary injunction that was not stipulated pertaining to certain of the Receivership Defendants (doc. no. 89) containing essentially the same provisions that had been set out in the TRO. The preliminary injunctions confirmed the Receiver's appointment as permanent receiver for the Receivership Defendants.

II. EVENTS OF RECEIVERSHIP.

A. Preparations for Taking Possession of Business Premises.

The Court entered the TRO early-afternoon on June 8, 2016. Counsel for the Plaintiffs provided the Receiver with copies of the Complaint, the Motion for TRO and its

supporting materials, and the TRO. At that time the Receiver learned that the Receivership Defendants were engaging in business in offices located at 12001 Science Drive, Suites 125 & 180, Orlando, Florida 32826 (together the "Science Drive Offices"). In accordance with the TRO, the Receiver determined that he would take possession of the Receivership Defendants the morning of June 9, 2016, and remove their officers, managers and employees from the Science Drive Offices to assure that the Receivership Defendants ceased performing the acts enjoined under the TRO. The Receiver's specific objectives in taking possession of the Science Drive Offices were:

1. To take possession of the Receivership Defendants' business premises and to evaluate the nature of the Receivership Defendants' business practices.
2. In the event the Receiver concluded that the Receivership Defendants were operating their businesses in violation of applicable law, to cause them to cease doing so.
3. To remove the management of the Receivership Defendants from the business premises.
4. To secure the Receivership Defendants' business premises and their property located therein.
5. To take an inventory of the personal property located at the Receivership Defendants' business premises.
6. To determine whether the employees of the Receivership Defendants were necessary, and if not, to terminate their employment.
7. To obtain control of all of the Receivership Defendants' bank accounts, accounts receivable and other financial resources.
8. In the event the Receiver determined that the Receivership Defendants were operating their businesses in violation of applicable law, to take steps to notify consumers of the lawsuit and of the TRO.
9. To otherwise comply with the TRO.

B. Taking Possession of Business Premises.

The Receiver, his representatives, and counsel and certain investigators for the Plaintiffs met at FLAG's offices in Orlando at approximately 8:00 a.m. on June 9, 2016, to plan the immediate access. FLAG had made arrangements with agents from the Florida Department of Agriculture and Consumer Services ("DOACS") to assist with taking possession.¹ The DOACS officers entered the Science Drive Offices with the Receiver at approximately 10:00 a.m. and directed all persons located within to assemble in a large room. After becoming satisfied that the facilities were safe, the DOACS officers and the Receiver invited the Plaintiffs and their investigators into the premises.

The Receiver addressed the employees assembled in the main boiler room contained in Suite 125. The Receiver advised them that the companies and certain of their principals had been sued by the Federal Trade Commission and the Florida Attorney General for various alleged violations of state and federal consumer protection laws, rules and regulations, and that the Court had seen fit to enter a temporary restraining order that, among other things, appointed the Receiver as receiver for the various companies. The Receiver explained the role of a federal equity receiver, as well as the specific tasks and directions given to him by the Court in the TRO. The employees were asked to wait while the Receiver interviewed them, although neither the Receiver, nor the Plaintiffs, nor DOACS, nor anyone else prevented any of the employees from leaving if they so chose.

Suites 125 and 180 are adjoining suites at the Science Drive office complex in a "front-to-back" configuration. *See* Exhibit "A" (sketch of Suites 125 and 180).² Together they comprise 5,385 sq. ft., with each of the suites being approximately the same size. Part of the

¹ DOACS, which regulates telemarketing operations in Florida, employs armed uniformed and plain-clothes officers. DOACS assigned five experienced officers familiar with the Receiver to the immediate access.

² The sketch diagram was prepared by Reeve Tyndall, an investigator with the FTC.

wall between the two office suites – the back wall for 125, the front wall for 180 – has been removed, so that employees could move freely between the two suites. The entrance door to Suite 125 opens to a sparsely-furnished waiting lobby containing inexpensive chairs (3) and glass-topped end tables (2) in moderate-to-poor condition. To the left of the lobby is a conference room equipped with an inexpensive conference room table and six conference room chairs. Directly through the lobby is one of the two "boiler rooms" containing cubicles and chairs for the various telemarketers and their supervisors. To the right of the entrance lobby, against the East wall, are three executive offices that were used as meeting rooms and for storage. Suite 125 also contains a small kitchen area, a telephone room/server room, and bathrooms.

Suite 180 sits on the West side of the building. Its door from the outside West wall leads into a second, smaller telemarketing boiler room containing cubicles at which sat the telemarketing fulfillment team. Along the West wall are three separate offices that contained certain financial information and file storage. It appeared that one of the offices was used as a daycare for children, although the same office also contained deal folders and binders for the Receivership Defendants' DE business. Employees who handled the debt elimination part of the Receivership Defendants' telemarketing business occupied an office on the Southeast corner of Suite 180.

To secure the Science Drive Offices, the Receiver hired a locksmith to change the locks. Keys for the Science Drive Offices are in the possession of the Receiver and his counsel. Also, IT professionals entered the building and cut off all outside telephone and internet access to the offices, and also made "mirror images" of computer hard drives by copying the electronic data contained in or accessible from the offices.

A representative of the landlord for the property appeared on June 9 to find out what was happening. The Receiver spoke with the landlord and obtained a copy of the lease (*see* Exhibit "B"). The tenant under the lease is "ADD Professional Services LLC," a dissolved Florida limited liability company and a non-party to this lawsuit. According to the Florida Secretary of State, the sole manager for ADD Professional Services is Terra Barrs. Ms. Barrs appears to have signed the lease on behalf of the tenant. The Receiver has been told that Ms. Barrs had no prominent role in the telemarketing operations; instead, she was employed by the Defendant Kevin Guice and his spouse as their babysitter. The Receiver has found no sublease or other document that would justify the Receivership Defendants' occupancy of the Science Drive Offices leased by ADD Professional Services, although it is clear that the Receivership Defendants paid the monthly rent owed to the landlord.

C. Preliminary Investigation of the Business Operations.

After securing the physical premises, the Receiver began the process of interviewing the employees and reviewing business records to try to understand the business operations. According to supervisors Kara Waldron and Linda McNealy,³ the Receivership Defendants are owned and controlled by the Defendant Harry Wahl and his spouse, the Defendant Karen Wahl. The Receiver has determined that the Wahls were involved with certain aspects of the Receivership Defendants' business operations, but the Receiver believes that the Wahls had ultimate management authority with the Defendant K. Guice. As discussed below, the Wahls have refused to cooperate with the Receiver.

³ Ms. Waldron gave the Receiver her maiden name of "Andrews," even though she does not use that name. Ms. McNealy, who is a defendant in this case as well as the sister of her co-defendant, Kevin Guice, goes by "Nikki."

1. Interview of Kara Andrews, a/k/a Kara Waldron

Ms. Waldron, one of the supervisors, did not give the Receiver her actual name. *See* fn. 3, *supra*. Ms. Waldron listed her title as "Assistant Manager" for the Receivership Defendant Life Management Services of Orange County LLC ("LMS"). Ms. Waldron was paid \$2,000 per week by the Defendant LMS, or \$104,000 per year. No payroll taxes were withheld from her paychecks. Ms. Waldron kept the payroll records for the companies and arranged to cut payroll checks for all of the companies' employees. Ms. Waldron maintained that the companies only hired "independent contractors," and that as a result the company did not need to withhold payroll, social security, unemployment or Medicare taxes. She said that the Receivership Defendants never filed any payroll tax returns. As discussed more fully below, there is no valid basis for Ms. Waldron to have concluded that the Receivership Defendants should be exempt from withholding payroll taxes from their employees, because there is no conceivable basis upon which the companies' employees could be characterized as "independent contractors." *See* Section II.C.6., below.

Ms. Waldron claimed that she was supervised solely by the Defendant Harry Wahl who, she claimed, is the owner of LMS. She claimed that Mr. Wahl came to the office "a couple of times per week" and collected all the money that the companies had received, and that he then deposited those funds into bank accounts.⁴ She did not know where all of the bank accounts were maintained, and she claimed that she had no bank records.⁵ She said she would call Mr. Wahl when it was time to cut payroll checks and tell him how much she needed;

⁴ Most customers made payments payable to Receivership Defendants other than LMS. It therefore is doubtful that H. Wahl deposited customer payments into LMS's bank accounts. H. Wahl, however, transferred money into LMS accounts from accounts owned by the other Receivership Defendants.

⁵ Ms. Waldron maintained a financial transactions ledger, through a financial software program called "Verichack." The records did not identify any particular bank accounts by account number. They identify checks written by LMS (likely on a Bank of America account) and by the Defendant KWP, on its SunTrust account. These particular records do not reflect any transactions by any of the other Receivership Defendants although, as discussed more fully below, some were involved with receiving and transferring millions of dollars.

she claims that he then would transfer money into an LMS bank account so that she could distribute paychecks. She denied that she supervised any of the employees, and she claimed to be unaware of any "debt elimination" service or product sold by the Receivership Defendants (she acknowledged that the companies sold a "lower interest rate" product). Ms. Waldron's comments to the Receiver in many respects were false; for example, she supervised the employees who performed "debt elimination" services, and she also knew that the Receivership Defendants were selling a "debt elimination" product.⁶ On the whole, Ms. Waldron was uncooperative and deceptive.

2. Interview of Nikki McNealy

Ms. McNealy, the sister of the Defendant Kevin Guice, was paid \$3,500 per week by the Defendant LMS, or \$182,000 per year. Like all other employees of the Receivership Defendants, no payroll taxes were withheld from her paychecks. She listed her title as "General Manager." She claimed that her supervisor was Harry Wahl, and that she began working for LMS in 2008.⁷ Immediately after the Receiver took possession of the Science Drive Offices, Ms. McNealy called Kevin Guice on her cell phone. She spoke to him for approximately five minutes, although the Receiver does not know the substance of the conversation. Thereafter, she refused to respond to most of the Receiver's questions, stating that she preferred to speak with her attorney. She could not identify her attorney at first, but she subsequently advised that she was represented by attorney Andrew Cove.⁸ She listened to the Receiver as he subsequently interviewed other witnesses and occasionally offered comments,

⁶ Clark Brian Hampton worked for the Receivership Companies as a "debt negotiator." He would contact credit card companies after customers had already paid their money to the Receivership Defendants and attempt to negotiate a debt reduction. He confirmed that Ms. Waldron was the supervisor of the "debt elimination" department and that she was completely aware of the "debt elimination" product. *See* Section II.C.4., below.

⁷ LMS was not created until February of 2014. *See* Section II.C.5., below

⁸ Mr. Cove represents K. Guice in this case. He does not represent Ms. McNealy.

including that the Receivership Defendants sold both lower interest rate and debt-elimination products, and that the companies hired independent contractors and therefore were not legally obligated, in her opinion, to withhold payroll taxes.⁹ Otherwise, she declined to respond to the Receiver's questions.

3. Interview of John Kunz

John Kunz was the third supervisor present at the Science Drive Offices when the Receiver took possession. He listed his title as "Manager," and he said he managed the call center, consisting of 23 telemarketers. His employer was LMS. He was paid \$2,500 per week, or \$130,000 per year. No taxes were withheld from his paychecks. He reported to Ms. McNealy, who he described as the "onsite boss." He thought that Mr. Wahl was the owner, but he did not ever meet him. Mr. Kunz never saw Mr. Wahl at the Science Drive Offices. Mr. Kunz said he was not aware of any connection between LMS and Kevin Guice. He seemed to enjoy avoiding answering the Receiver's questions.

After the Receiver concluded his interview of Mr. Kunz he searched Mr. Kunz's desktop computer. The Receiver found an active thread of Skype text communications¹⁰ between Mr. Kunz in "Kevin's Room" and "telecomunited" for June 8 and 9, 2016. A printed copy of the text log is attached as Exhibit "C." The significance of the Skype communications is discussed in Section II.C.6., beginning on page 16, below.

⁹ Ms. McNealy is not an attorney or accountant.

¹⁰ Skype is an application that provides video chat, voice call and instant messaging, or "IM" services through internet connections. Users may exchange such digital documents as images, text, video and any others, and may transmit both text and video messages. Registered users of Skype are identified by a unique Skype Name and may be listed in the Skype directory. The thread between Mr. Kunz in "Kevin's Room" and "telecomunited" consists of IM communications.

4. Interview of Clark Brian Hampton

Clark Brian Hampton was an employee of the Defendant LMS, earning a salary of \$1,000 per week. No payroll taxes were withheld from his paychecks. He was not present on June 9 when the Receiver took possession of the Science Drive Offices, but instead he arrived for work on June 10, 2016,¹¹ unaware of the lawsuit or that the Receiver had taken control of the Receivership Defendants.

Mr. Hampton was a negotiator in connection with the Receivership Defendants' "debt elimination" product. He had worked for LMS since February of 2015. He was aware that the companies had both an "LI" product and a "DE" product, although he only worked on DE. He said that new clients who signed up for the DE product were told to make the required minimum payments to all of their creditors for four months. If the customers did this, and provided that they had made payment to the Receivership Defendants of the agreed fee,¹² then Mr. Hampton or another negotiator would receive a "New Client Packet." At that time, Mr. Hampton said that customers were instructed not to make payments to any of their creditors; the reason for this was credit card companies will not negotiate debt reductions for consumers who are current on their payments. Mr. Hampton said that when he told consumers not to make their payments, he did not discuss the effect that non-payment might have on their credit scores. He thought nobody did.

The New Client Packet that Mr. Hampton received four months after a customer paid the fee to the Receivership Defendants included a power-of-attorney form that

¹¹ Thursdays are one of Mr. Hampton's regular off-days.

¹² As a rule, the Receivership Companies charged 40 percent of a consumer's total debt as a fee for the DE service. The Receivership Companies did not have a merchant account, and therefore were unable to take payments from customers by charging customers' credit cards. The Receivership Companies instead instructed customers to take cash advances from unused credit lines on their credit cards, and then to send payment to the Receivership Companies, utilizing that cash. *See* Section II.C.6., beginning on page 16, below.

appointed one of the Receivership Defendants as a consumer's attorney-in-fact. This was then sent to the consumer's creditors, so that the Receivership Defendants would be authorized to speak for the consumers. It also had the effect of causing the consumer to lose contact with his or her creditors. According to Mr. Hampton, the new client packet also included a "cease and desist" notice, again to assure that creditors would not seek to contact consumers directly.

Mr. Hampton said that, after a consumer had become four months delinquent on his or her bills, he would contact the credit card companies, utilizing the power-of-attorney and cease-and-desist forms, and seek to negotiate a reduction of the debt. He said that generally his initial offer was for the consumer to pay 25 percent of the outstanding balance, and then negotiate from there. He said that he had been in the debt-negotiation business long enough to know the "bottom line" for most of the credit card companies. Discover, for example, ordinarily will not negotiate a reduction of the debt sufficient to justify the Receivership Defendants' 40 percent fee, and so Mr. Hampton said he usually told customers to continue to pay their Discover bills. American Express would, at most, discount its bills by 40 percent. Chase Bank would agree to a 50 percent discount, and would also agree to take payment over 30 months.

Mr. Hampton said that a number of consumers with whom he spoke thought that the Receivership Defendants could have all of their debt "eliminated." He said that he always told them that debt could not be 100 percent eliminated, but instead it could be reduced. He did not discuss the effects of debt reduction on a consumer's credit score. He said that "many" consumers told him that they thought there was a "government fund" available for creditors to use to pay off their credit card debts. He said that some consumers complained that the Receivership Defendants had made that particular representation to them. Mr. Hampton said

that he told consumers that he is not aware of any such government fund. The Receiver likewise is not aware of any such fund.

Mr. Hampton said that an employee named "Danny Romero" handled collection lawsuits filed against consumers.¹³ Mr. Romero is not an attorney, but he would prepare draft responses and send them to consumers, so that they could file them in response to lawsuits. The draft responses raised various consumer defenses, including allegations of violations of truth-in-lending rules and regulations and also of violations of the Fair Debt Collection Practices Act. The draft responses had no basis in fact – Mr. Romero sent the same draft responses to all consumers who had been sued, and he did not interview consumers to determine whether the "defenses" that he prepared could be valid. In other words, Mr. Romero utilized a "one size fits all" strategy in providing draft responses to consumers, with the instruction that the consumers file the responses in response to a lawsuit. Obviously, it is inappropriate to raise a defense to a lawsuit that contains allegations of fact that are untrue.

5. Relationship Among the Receivership Defendants

Non-party **Royal Financial Solutions, LLC ("Royal Financial")** is a Florida limited liability company that was formed in June of 2010. It was owned by the Defendants K. Guice (50 percent), Robert Guice ("R. Guice") (25 percent) and Timothy Woods ("Woods") (25 percent).¹⁴ It was involuntarily dissolved in September of 2013 for failure to file an annual report. Royal Financial engaged in telemarketing sales activities, similar to those of the Receivership Defendants as described in the Complaint. According to its IRS form 1065 tax return, it generated over \$2.4 million in gross revenues in 2012. It reported capital distributions in 2012 to K. Guice of \$267,155; to R. Guice of \$104,040; and to Woods of \$125,079. The

¹³ Mr. Hampton was not clear whether "Danny Romero" used his real name.

¹⁴ R. Guice is the father of K. Guice. Woods is K. Guice's father-in-law.

Receiver has discovered no evidence that R. Guice or Woods provided any start-up capital to Royal Financial, or that they worked at the companies. K Guice has failed to provide records of Royal Financial's business activities in 2013, although it is likely that K. Guice allowed Royal Financial to dissolve so that the Receivership Defendant Loyal Financial Credit Services LLC could succeed to its operations.¹⁵

The Receivership Defendant Loyal Financial & Credit Services, Inc. ("**Loyal Financial**") was formed in 2011, with the Defendant K. Guice listed as its sole member. It appears to have succeeded Royal Financial, which stopped operating after 2012. In the Schedule K-1s issued for the 2013 tax year, K. Guice is shown as holding a 58 percent ownership interest, while R. Guice and Woods each are shown holding a 21 percent ownership interest. In 2013 Loyal Financial filed papers with the Florida Secretary of State that reflected that K. Guice was removed as a manager, and that the Defendant Linda "Nikki" McNealy, K. Guice's sister, was added as a manager.¹⁶ The company filed additional paperwork with the Secretary of State later in 2013 to reflect that K. Guice was added to the company as a managing member. The company was involuntarily dissolved in 2014 for failure to file an annual report. K. Guice reported non-passive income from Loyal Financial in 2013 of \$687,468, accounting for essentially all of his income as declared on his 2013 1040 tax return. The Schedule K-1s for 2013 also show distributions to R. Guice of \$251,100 and to Woods of \$251,011. K. Guice reported non-passive income from Loyal Financial in 2014 of \$652,447, accounting for most of

¹⁵ In an e-mail dated July 8, 2014, K. Guice advised his accountant, Bernard Kiesel, that Royal Financial did not operate in 2013.

¹⁶ McNealy refused the Receiver's request to provide documents relating to the company. K. Guice invoked his fifth amendment privilege against self-incrimination when the Receiver asked him if he owns or controls Loyal Financial. The Receiver obtained some of the company's financial records through a subpoena he served on the company's accountants.

his income as declared on his 2014 1040 tax return. The Receiver does not have Loyal Financial's 2014 tax return (*see* fn. 16, *supra*).

The Receivership Defendant LMS was formed in February of 2014 by Adrien J. Brezinski, an employee of the company, who served as the company's registered agent and who also signed the original articles of organization for the company as a "member or an authorized representative." In August of 2014, the company filed articles of amendment to reflect that H. Wahl was added as a manager (but not as a managing member) of the company, and that Mr. Wahl was substituted as the new registered agent. Ms. Brezinski remained as a "member or an authorized representative." The Defendant K. Guice is not listed on the records of the company with the Florida Secretary of State as being a member or manager.¹⁷ The Receiver does not have tax returns for LMS, despite (i) the Court's orders directing the Defendants to provide all relevant documents, and (ii) specific requests made to H. Wahl and K. Guice. The Defendants McNealy and K. Guice advised the Receiver that H. Wahl controls LMS, but the Receiver believes that H. Wahl, K. Wahl and K. Guice (through his sister, McNealy and John Kunz).¹⁸

The Receivership Defendant YCC Solutions LLC ("YCC") was formed in late August of 2015 by Christine P. Jones. Ms. Jones is 28 years old, has three children and teaches at a daycare facility. She refused to answer any of the Receiver's

¹⁷ K. Guice, through his attorney, denies any ownership interest in LMS. He refuses to respond to the Receiver's questions concerning the reasons he obtained money from LMS, citing his fifth amendment privilege against self-incrimination.

¹⁸ In 2013, K. Guice and Loyal Financial entered into a Settlement Agreement with DOACS. The Settlement Agreement arose out of a series of citations issued by DOACS against K. Guice and Loyal Financial charging them with operating a telemarketing business unlawfully. K. Guice specifically agreed in the Settlement Agreement to pay a \$5,000 fine and to comply fully with Florida law pertaining to telemarketing sales. It appears, however, that rather than comply with applicable law as he agreed in the Settlement Agreement, K. Guice set up a new company, LMS, and installed H. Wahl as the owner. This would not change the fact that K. Guice, with H. Wahl and K. Wahl, controls LMS. For his part, H. Wahl was cited by DOACS for operating a telemarketing business unlawfully in 2009. He paid a \$9,000 fine and agreed to conduct future telemarketing business in compliance with Florida law.

substantive questions at deposition, instead invoking her fifth amendment privilege against self-incrimination.

YCC functioned as a repository for money derived through the telemarketing enterprise controlled by H. Wahl, K. Wahl and K. Guice. It maintained bank accounts at TD Bank and Bank of America. From January 1, 2016 through June 8, 2016 it deposited a total of \$2,003,685.46 into its Bank of America account, all of which derived from consumers who purchased the Receivership Defendants' LI or DE products. Ms. Jones, with H. Wahl, arranged for the transfer of almost \$950,000 of these funds from the Bank of America account to LMS. She also arranged payments of \$297,000 to K. Guice. She made cash withdrawals from the Bank of America account totaling \$204,828 in 2016,¹⁹ and she also spent \$5,013.90 from the Bank of America account on personal items, such as groceries, restaurants, gasoline, etc. Similarly, through June 8, 2016, Ms. Jones arranged for the deposit of \$189,326 into YCC's account with TD Bank. She made a \$20,000 wire transfer to K. Guice in February of 2016 from the TD Bank account. She made cash withdrawals from the TD Bank account totaling \$103,128 in 2016,²⁰ and she also spent \$902.04 from the TD Bank account on personal items, such as groceries, restaurants, gasoline, etc.

The Receiver is continuing to investigate the activities of the other Receivership Defendants.

6. How the Companies Operated

The Receivership Defendants sold LI and DE products through telemarketing. According to John Kunz, LMS's floor manager, he spoke routinely by Skype with

¹⁹ Ms. Jones refused to answer the Receiver's questions at deposition concerning the purpose for the cash withdrawals, citing her fifth amendment privilege against self-incrimination. K. Guice also refused to answer questions concerning the transfers of funds into and out of YCC's accounts, for the same reason.

²⁰ Again, Ms. Jones asserted her fifth amendment privilege against self-incrimination in response to the Receiver's deposition questions concerning the purpose for the cash withdrawals.

"Mo" at "telecomunited." According to Mr. Kunz, "Mo" is Mohammad Ullah, who controls Net VOIP Communications, Inc. ("Net VOIP")²¹ and Total Security Vision, Inc. ("Total Security"). Mr. Kunz testified at deposition that Mo handled the telephone traffic, meaning that he directed outbound robocalls to consumers for the benefit of the Receivership Defendants.²² Mr. Kunz said that his goal was for LMS to complete 30 sales per day, but to do that LMS needed potential customers from the robocalls. He therefore said that he would monitor the activity on the floor to determine whether LMS was receiving sufficient prospective clients; if not, he said he would communicate with the dialer and seek to have it increase the call volume.²³ His communications were through his Skype account; Mr. Kunz was a user in "Kevin's Room," while the dialer used the Skype handle "telecomunited."²⁴

The robocalls were recorded messages placed to consumers pitching the LI product. There is no evidence that the dialer or the Receivership Defendants made any effort to determine whether consumers who received the robocalls had signed up on the National Do Not Call Registry. The robocalls included representations that a consumer could receive

²¹ VoIP stands for "Voice over Internet Protocol." It is a methodology and group of technologies for the delivery of voice communications and multimedia sessions over Internet Protocol (IP) networks, including broadband internet accessed through cable. Because of the bandwidth efficiency and low costs that VoIP technology can provide, businesses are migrating from traditional copper-wire telephone systems to VoIP systems to reduce their monthly phone costs. Caller ID support among VoIP providers varies, but is provided by the majority of VoIP providers. Many VoIP service providers allow callers to configure arbitrary caller ID information, thus permitting "spoofing attacks." Business-grade VoIP equipment and software often makes it easy to modify caller ID information. The Truth in Caller ID Act of 2009, 47 U.S.C. §227, makes it a crime to "knowingly transmit misleading or inaccurate caller identification information with the intent to defraud, cause harm, or wrongfully obtain anything of value ...". The Receivership Defendants, through Net VOIP and Total Security, modified their outbound robocalls to mask their true identities, for the purpose of obtaining money from consumers in return for their LI and DE products and services.

²² The robocalls played a recorded message pitching the LI product to consumers, who were then invited to press "1" if they were interested in further information. Upon pressing "1," consumers were transferred to telemarketers at the Science Drive Offices, supervised by Mr. Kunz.

²³ Mr. Kunz testified at his deposition that the dialer, "telecomunited," had the ability to increase or decrease call volume to LMS. Mr. Kunz also testified that "telecomunited" had the ability to adjust the outbound robocalls for quality. He was clear that "telecomunited" was a Skype handle for one of Mohammad Ullah's companies.

²⁴ Exhibit "C" hereto is a transcript of IM messages between Mr. Kunz, in "Kevin's Room", and "telecomunited", for June 8 and 9, 2016. In his deposition, Mr. Kunz acknowledged that the transcript accurately reflects his communications with "telecomunited" on those dates.

"substantial and permanent" reductions in their interest rates for "no out of pocket expense." A consumer who listened to the robocall and who wanted further information was directed to dial "1." At that point, the consumer was directed to a live telemarketer working under the supervision of Mr. Kunz. The telemarketer made basic inquiries of the consumer concerning the amount of debt that they owed, and also the identity of their credit card account numbers. With that information, telemarketers were able to access information showing the available credit on consumers' credit cards; this was critical because the telemarketers needed that information to determine whether the consumer would be able to pay the advance fee that was computed, by Mr. Kunz, based on his "feel" (see discussion below). Telemarketing scripts found at the Science Drive Offices include representations from telemarketers to consumers that under the Receivership Defendants' program consumers would pay off their debts "3 to 5 times faster," save at least \$2,500, and cost nothing out-of-pocket.

Consumers who agreed to purchase the LI product were quoted a price based on the amount of the debt they owed. According to Mr. Kunz, there was no hard-and-fast rule; instead, the price was based more on a "feel" than a hard scale, relying on Mr. Kunz's training and experience in the telemarketing business. The Receivership Defendants provided no LI product or service until they were paid in full in advance. The Receivership Defendants did not have a merchant account, and accordingly did not accept payments from consumers by credit cards. Instead, they instructed consumers to take cash advances on their credit card accounts, and then use the cash to purchase cashier's checks.²⁵ Consumers were instructed to make payment payable to Receivership Defendants other than Loyal Financial and LMS; as noted

²⁵ From the perspective of the Receivership Defendants, cashier's checks were preferable to credit card payments because (i) the Receivership Companies did not have merchant accounts and therefore could not process credit card payments, and (ii) cash advances cannot be challenged effectively by consumers after the fact if they feel that they have been defrauded, whereas charges on a consumer's credit card account can be challenged under "chargeback" procedures established by credit card companies.

above, YCC received payment from consumers of more than \$2 million between January 1, 2016, and June 9, 2016.²⁶ Funds then would be transferred to LMS to fund its operating expenses. Funds also were distributed to K. Guice, Total Security, Net VOIP and others.

After purchasing and paying in advance for the LI product, consumers would be assigned to a "financial advisor," who would speak with the consumer and help to devise strategies to lower their interest rates. The strategies are not novel; they include (i) calling the credit card company to request a lower interest rate, (ii) transferring consumers' balances from credit cards with high interest rates to consumers' already-existing accounts with lower rates, and (iii) transferring card balances to new credit card accounts that feature low introductory "teaser" interest rates. None of these strategies required any particular expertise or special knowledge; consumers could obtain the same results without the assistance of the Receivership Defendants.²⁷

Consumers who signed up and paid for the LI product subsequently would be pitched the Receivership Defendants' DE product, sometimes during the same call but more generally through a separate telemarketing call. As noted previously, the DE sales pitch included representations that the consumer would have his or her debt "eliminated" and that the consumer would have access to money in a "government fund" that could be used to pay off the credit card debt. The companies charged an up-front fee (indeed, no results were even possible until more

²⁶ The Receiver has received information that the Receivership Defendants IVD Recovery, KWP Services, KWP Services of Florida, LPSofFLA, and URB Management also were utilized to collect payments from consumers. There may have been others. K. Guice asserted his fifth amendment privilege against self-incrimination when he was asked why so many different companies were utilized to collect and then transfer funds.

²⁷ Tanya Dold was a financial advisor for LMS. After a consumer agreed to purchase the LI product the consumer would be routed to a financial advisor to discuss strategies. Ms. Dold explained a strategy that she would recommend for consumers, involving taking a cash advance on a credit card and using the money to reduce the balance owed on a second card. Then, Ms. Dold recommended that the consumer take a cash advance on the second card and use the money to make a payment on the first card within thirty days. By floating cash advances between two cards and paying off the amount of the advance each month, no interest would accrue on the cash advances. This strategy, however, ignores fees associated with cash advances, and it also does not account for the fact that many credit card issuers limit the number of cash advances permitted on a card.

than four months after the time that the Receivership Companies received payment), and consumers were not counseled as to the possible effect that entering into the DE program would have on their credit scores. *See* Section II.C.4., *supra*.

D. Shutting Down the Businesses.

The TRO and the Court's preliminary injunctions direct the Receiver to shut down the Receivership Defendants if the Receiver concludes that they are not operating in compliance with state and federal law. On this point, the Receiver considered the nature of the businesses. All of the businesses generate revenues through the sale of LI and DE products. The Receivership Defendants use robocalls, and there is no evidence that they make any effort to screen their calls against the National Do Not Call Registry, both of which violate the Telemarketing Sales Rule, 16 CFR Part 310.4(b). The businesses all require payment in full before they deliver any product or service to consumers, which is a violation of a separate provision of the Telemarketing Sales Rule. *See* 16 CFR Part 310.4(a). The representations used to induce consumers to purchase the LI or DE product – that consumers will get out of debt 3 to 5 times faster, that interest rates will be substantially and permanently reduced, that consumers' debts can be eliminated, that there is a "government fund" that consumers can utilize to pay off their credit card debt, etc. – are at best deceptive and misleading, but more accurately downright false.²⁸ In response to the Receiver's questions concerning the business operations the individual Defendants either blame each other (all seem to blame H. Wahl and K. Wahl), or they invoke their fifth amendment privilege against self-incrimination to refuse to respond to the Receiver's inquiries.²⁹

²⁸ In other words, the Receivership Defendants' business practices involve material representations or omissions that would likely mislead consumers, acting reasonably under the circumstances. *See FTC v. Tashman*, 318 F.3d 1273 (11th Cir. 2003).

²⁹ Waldron, McNealy and, to some extent Kunz, also gave false answers to the Receiver.

Additionally, the Receiver is concerned that LMS, at the direction of K. Guice, Waldron and McNealy (or at the direction of H. Wahl, if K. Guice and McNealy are to be believed), has misclassified its employees as "independent contractors." This is relevant because under the Internal Revenue Code an "employer" is obligated to withhold payroll taxes, including social security taxes, unemployment taxes, Medicare taxes and income taxes from the paycheck of an "employee." There is no such obligation, with respect to "independent contractors." The general rule is that an individual is an "independent contractor" if the payer has the right to control or direct only the result of the work and not what will be done or how it will be done. In this instance, the employees of LMS had set schedules at which they were required to be physically present at the Science Drive Offices. Employees could receive weekly bonuses if they showed up timely for work each day. The employees were required to work at assigned work stations. Telemarketers were required to read from a script provided by LMS, and they were not permitted to deviate from that script. Although bonuses were possible, employees received the same base rate of pay each week. In short, LMS completely controlled what employees could do and how they could do it. There is no conceivable basis under which the employees could be considered "independent contractors."

Under IRC Section 3509, when an employer (such as LMS) erroneously treats an employee as a non-employee and does not withhold federal employment taxes, the employer is liable not only for the employer's share of taxes, but also potentially for the employee's share of social security, Medicare and unemployment taxes that should have been withheld. The lookback period is three years. LMS therefore has significant potential liability for failing to withhold taxes from its employees' paychecks. McNealy and Waldron could potentially have personal liability for failing to withhold taxes from employees' paychecks as "responsible

persons." Also, intentional disregard of withholding requirements potentially could be a criminal violation. *See* 28 U.S.C. §§7201 and 7202; *see also* Fla. Stat. §440.105.

In light of the foregoing, the Receiver has elected to shut down the business operations of the Receivership Defendants, and recommends that it not be allowed to resume operations. In making this decision, the Receiver considered whether the business could be operated in compliance with state and federal law. The Receiver concluded that the companies were successful in generating money precisely because they operated outside consumer protection laws. Also, given the individual Defendants' consistent invocation of their fifth amendment privileges against self-incrimination and the refusal of any of them to acknowledge that they were in control of the companies, the Receiver has no confidence that they could be trusted to operate the businesses lawfully. The businesses are shut down and should remain so.

E. Removing Management and Securing Business Premises.

Upon taking possession of the Science Drive Offices the Receiver directed all employees, including managers, to vacate the premises (they were permitted to retrieve their personal belongings). The Receiver coordinated steps to secure the assets of the Receivership Defendants, including changing the locks and eliminating all outside access to electronically stored information. Also, the Receiver coordinated the copying of ESI located in the Science Drive Offices.

The Receivership Defendants received a significant amount of mail from their consumer-clients. Mail was received at several post office boxes located at the United States Post Office or at UPS branch stores. Mail to the Receivership Defendants includes checks from consumers. The Receiver has opened a new post office box and arranged to have all mail delivered there. The Receiver has employed Lauren Miller, a recent high-school graduate, to

open the mail and to prepare form letters from the Receiver to consumers to return any payments received.³⁰

F. Inventory of Personal Property Located in Science Drive Offices.

The Receiver coordinated an inventory of the personal property located at the Science Drive Offices. A copy of the inventory is attached as Exhibit "D." These items are of sufficiently little value that the Receiver may choose to abandon them to the landlord.

G. Employees of Receivership Defendants.

Given the Receiver's decision, based on his analysis described above, to shut down the business operations of the Receivership Defendants, the employees were told not to return to the offices.

H. Receivership Defendants' Financial Resources.

As of August 5, 2016, the Receiver had collected the following funds:

<u>Date</u>	<u>Source</u>	<u>Amount</u>
06/09/2016	Cash found at facility	\$ 456.68
06/23/2016	Bank of America	40,462.06
06/28/2016	BB&T	12,223.42
07/14/2016	McCoy Federal Credit Union ³¹	49,641.55
07/15/2016	TD Bank	<u>10,504.73</u>
		\$113,288.44

I. Notifying Clients

After determining that he would shut down the Receivership Defendants, the Receiver was faced with the problem of how to notify their consumer-clients. The Receiver recorded a message that is played for consumers when they call the Receivership Defendants'

³⁰ Ms. Miller, the daughter of the Receiver's paralegal Suzanne Miller, is paid \$12 per hour for part-time services. This compares favorably with standard paralegal rates of \$225/hour.

³¹ These funds came from an account titled in the name of H. Wahl and K. Wahl. The Receiver is holding them pending further decisions by the parties or by the Court.

customer service telephone numbers, explaining that the companies have been sued and shut down under a court order. The Receiver also set up a website, located at www.bernet-receiver.com, on which he has posted relevant pleadings and orders from this case, along with narrative descriptions appropriate for consumers. The Receiver updates the website periodically. Also, consumers are able to send e-mails to the Receiver through the website, and the Receiver periodically reviews and responds to those e-mails.

III. EFFORTS TO RECOVER ASSETS/FUNDS.

The Defendant K. Guice purchased a 55' Ocean yacht in 2014 called the *Tuff Life II*, for \$180,000. K. Guice then spent over \$100,000 to refurbish and upgrade the yacht. The funds utilized to purchase and refurbish the *Tuff Life II* originated with one or more of the Receivership Defendants. The Receiver asserted a claim to the *Tuff Life II* under various legal and equitable theories, including constructive trust and fraudulent transfer. However, to avoid the risk and cost of litigation, the Receiver and K. Guice entered into a Settlement Agreement that called for the Receiver to sell the *Tuff Life II* at a public auction. The Receiver's motion filed with the Court seeking approval to hire an auctioneer and to sell the yacht at auction (doc. no. 90), has been approved by the Court (doc nos. 100, 108). The auction is scheduled to proceed on August 27, 2016. Information concerning the auction can be found on the Receiver's website, www.bernet-receiver.com, and on the auctioneer's website, www.harrisauctionsllc.com. As part of the Settlement Agreement reached between K. Guice and the Receiver, the Receiver committed not to pursue K. Guice's other personal assets at this time, although the Receiver has reserved the right to do so as the case progresses.

The Receiver also is investigating potential fraudulent transfers of funds from the Receivership Defendants to non-parties. The investigations are handicapped as a consequence of

the refusal of the individual Defendants – particularly K. Guice, McNealy and H. Wahl – to cooperate with the Receiver. The Receiver has obtained documents from various third parties, including the Receivership Defendants' accountants, and is analyzing them. The Receiver will provide further information as he develops these potential claims.

IV. FEES AND COSTS.

Through July 31, 2016, the Receiver personally has recorded 100.3 hours on this matter. At his agreed discounted hourly rate of \$325.00, his fees would total \$32,597.50. Additionally, expenses on this file, which include funds advanced personally for a locksmith and to cover contract labor and utility bills, as well as mileage costs, total \$1,349.01. The Receiver's fees and costs are described in further detail on the attached Exhibit "E."

V. CONCLUSION.

The Receiver invites the questions and comments of the Court and the parties.

Dated: Tampa, Florida
August 11, 2016

/s/ Mark J. Bernet
Mark J. Bernet, Receiver
401 E. Jackson Street, Suite 1700
Tampa, Florida 33602
Telephone: (813) 223-7333
Facsimile: (813) 218-5495
Email: mark.bernet@akerman.com
Secondary: judy.barton@akerman.com

CERTIFICATE OF SERVICE

I CERTIFY that on August 11, 2016, a copy of the foregoing was served by electronic or

U.S. mail to:

Tejasvi M. Srimushnam, Esquire
Joshua A. Doan, Esquire
Federal Trade Commission
600 Pennsylvania Ave., NW
Mail Stop H-286
Washington, DC 20580
E-mail: tsrimushnam@ftc.gov
jdoan@ftc.gov

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Cove & Associates, P.A.
225 S 21st Ave
Hollywood, FL 33020-5009
E-mail: anc@covelaw.com

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Law Offices of David P. Hill
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Jennifer Hinton Knutton, Esquire
Denise Beamer, Esquire
Office of the Attorney General
Consumer Protection Division
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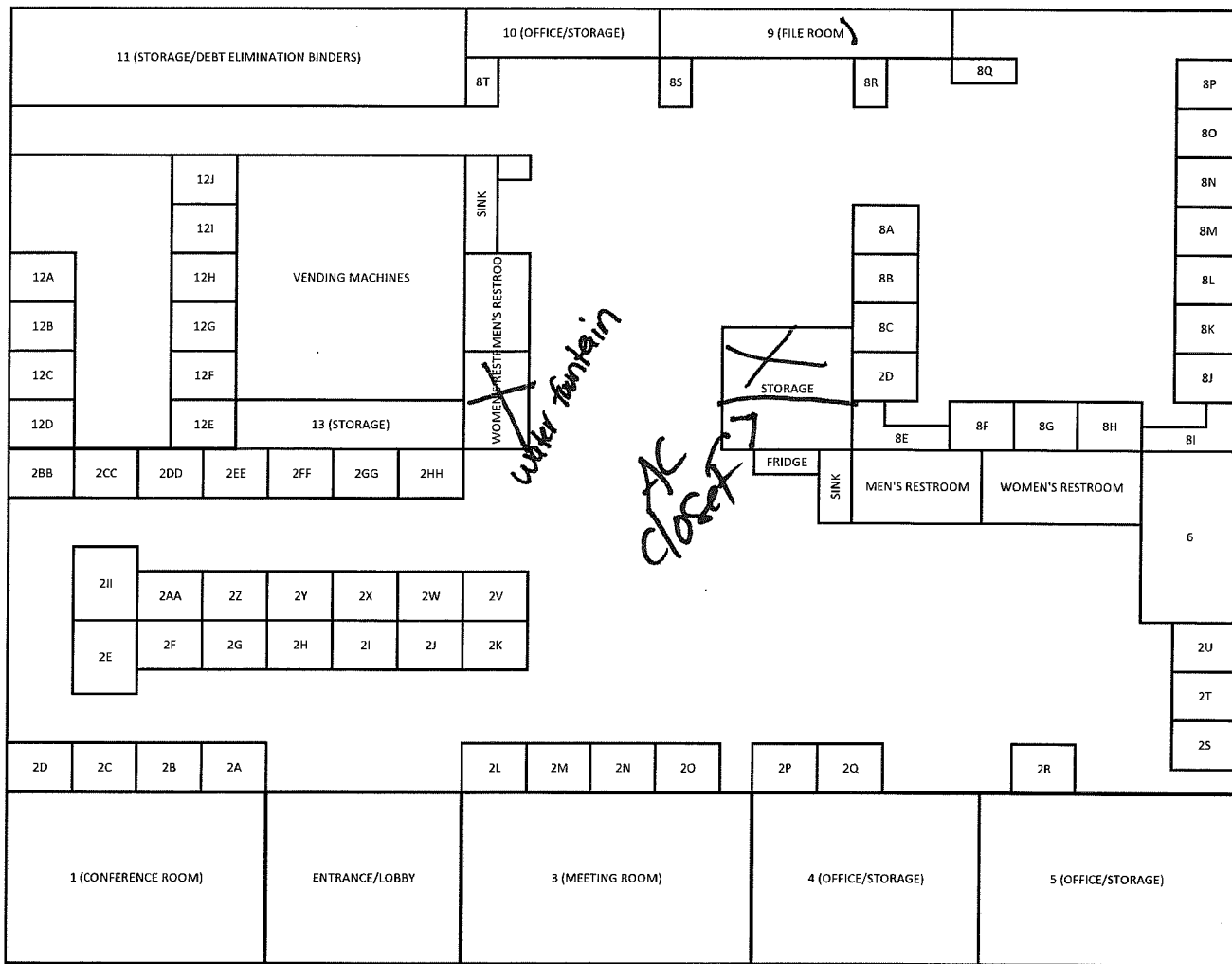
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William Hilal Wigand, PLLC
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E-mail: elias.hilal@erhlaw.com

/s/ Mark J. Bernet

Mark J. Bernet, Receiver

Map of Life Management Services of Orange County LLC
 12001 SCIENCE DRIVE, SUITE 125, ORLANDO, 32826
 Created by Investigator Reeve Tyndall, Investigator, Federal Trade Commission



SCIENCE DRIVE

Key

Room 2: Frontier Room Cubicles/desks 2A-2I

John Kunz's desk is 2I

Room B: Closer Room (Cubicles/desks 8A-8T)

Linda McNealy's desk is 8Q

Room 12: Debt Elimination Room (Cubicles/desks 12A-12J)

EXHIBIT A

OFFICE LEASE

THIS OFFICE LEASE (the "Lease") is made and entered into as of the Date of this Lease, by and between Landlord and Tenant. "Date of this Lease" shall mean the date on which the last one of the Landlord and Tenant has signed this Lease.

WITNESSETH:

Subject to and on the terms and conditions of this Lease, Landlord leases to Tenant and Tenant hires from Landlord the Premises.

1. **BASIC LEASE INFORMATION AND DEFINED TERMS.** The key business terms of this Lease and the defined terms used in this Lease are as follows:

1.1 **Landlord.** SCIENCE DRIVE LLC, a Florida limited liability company.

1.2 **Tenant.** ADD PROFESSIONAL SERVICES, LLC, a Florida limited liability company.

1.3 **Building.** The building containing the Premises located at 12001 Science Drive, Orlando, Florida 32826. The Building is located within the Project.

1.4 **Project.** The parcel of land and the buildings and improvements located on such land known as University Science Center located at 12001 Science Drive, Orlando, Orange County, Florida. The Project is legally described in **EXHIBIT "A"** to this Lease.

1.5 **Premises.** Suite No. 125 / 180 on the first floor of the Building. The Premises are depicted in the sketch attached as **EXHIBIT "B"**. Landlord reserves the right to install, maintain, use, repair, and replace pipes, ducts, conduits, risers, chases, wires, and structural elements leading through the Premises in locations that will not materially interfere with Tenant's use of the Premises.

1.6 **Rentable Area of the Premises.** 5,385 square feet. This square footage figure has been agreed upon by the parties as final and correct and is not subject to challenge or dispute by either party.

1.7 **Permitted Use of the Premises.** General office purposes only, including use for a telephone call center (see the Use article of this Lease).

1.8 **Commencement Date.** The earlier to occur of (a) the date when Tenant takes possession of any part of the Premises for the conduct of its business, or (b) the date of substantial completion of the Tenant Improvements (estimated to be March 1, 2014). Substantial completion shall mean the date that a Certificate of Occupancy or its equivalent, including a Certificate of Completion or Certificate of Final Inspection, is issued by the appropriate local government entity concerning the Tenant Improvements, or, if no such Certificate will be issued for the Tenant Improvements, the date on which the Tenant Improvements are substantially completed so that Tenant may use the Premises for their intended purpose, notwithstanding that punchlist items or insubstantial details concerning construction, decoration, or mechanical adjustment remain to be performed.

1.9 **Lease Term.** A term commencing on the Commencement Date and continuing for 38 full calendar months (plus any partial calendar month in which the Commencement Date falls), as extended or sooner terminated under the terms of this Lease. If the Commencement Date falls on a day other than the first day of a month, then for purposes of calculating the length of the Lease Term, the first month of the Lease Term shall be the month immediately following the month in which the Commencement Date occurs. Tenant shall pay prorated Rent for the partial month in which the Commencement Date occurs at the rate in effect for the third month of the Lease Term.

1.10 **Base Rent.** The following amounts:

Period	Rate P/S/F Per Annum	Monthly Base Rent	Period Base Rent
Months 1 – 12	\$ 9.75	\$4,375.31*	\$52,503.75*
Months 13 – 24	\$10.04	\$4,505.45	\$54,065.40
Months 25 – 36	\$10.34	\$4,640.08	\$55,680.90
Months 37 – 38	\$10.65	\$4,779.19	\$ 9,558.38

* Base Rent is abated for months 1-2 of the Term. See Section 4.2

Base Rent amounts shown above do not include applicable sales tax, which shall be paid by Tenant together with payments of Base Rent as set forth in Section 4.

1.11 **Allocated Share.** 9.63%. This share is a stipulated percentage, agreed upon by the parties, and constitutes a material part of the economic basis of this Lease and the consideration to Landlord in entering into this Lease. Landlord may readjust the Allocated Share from time to time based on changes in the rentable area of the Building.

1.12 **Security Deposit.** \$30,000, to be paid to Landlord as follows: (i) The sum of \$15,000.00 upon execution of this Lease by Tenant; plus (ii) the balance in four equal monthly installments of \$3,750.00 each paid on the first day of each of Months 1, 2, 3 and 4 of the Lease Term. See Section 22.

1.13 **Prepaid Rent.** \$6,657.41 (Base Rent, Operating Costs and sales tax for the first month of the Lease Term for which rent is due and not abated), to be paid to Landlord upon execution of this Lease by Tenant.

1.14 **Tenant's Notice Address.** All notices to Tenant under this Lease should be sent to: ADD Professional Services, LLC, 12001 Science Drive, Suite 125, Orlando, Florida 32826.

1.15 **Landlord's Notice Address.** SCIENCE DRIVE LLC, c/o Real Estate Inverlad Development LLC, 101 S. Eola Drive, Suite 1205, Orlando, Florida 32801.

1.16 **Landlord's Address for Payments.** SCIENCE DRIVE LLC, 101 S. Eola Drive, Suite 1205, Orlando, Florida 32801.

1.17 **Landlord's Broker.** CBRE, Inc.

1.18 **Tenant's Broker.** Equity Partners, Inc.

1.19 **Parking Spaces.** Total Spaces: 26 Unreserved Spaces based on the Parking Ratio. See Section 31.

1.20 **Business Days.** All days other than Saturdays, Sundays, or Legal Holidays.

1.21 **Legal Holidays.** New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

2. **TERM.** Tenant shall have and hold the Premises for the Lease Term. The Lease Term shall commence on the Commencement Date. Landlord shall determine the Commencement Date as provided in Basic Lease Information and Defined Terms article of this Lease and shall notify Tenant of the date so determined. Tenant shall, if Landlord so requests, thereafter execute and return within ten days a letter confirming the Commencement Date and the expiration date of this Lease.

3. **USE.**

3.1 **General.** Tenant shall continuously use and occupy the Premises only for the Permitted Use of the Premises. Tenant shall not use or permit or suffer the use of the Premises for any other business or purpose. Tenant shall conform to

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the Rules and Regulations. “**Rules and Regulations**” shall mean the rules and regulations for the Building promulgated by Landlord from time to time. The Rules and Regulations which apply as of the Date of this Lease are attached as **EXHIBIT “D”**.

3.2 **Call Center.** Landlord understands Tenant will utilize the Premises for a telephone call center, provided such use is in accordance with the terms of this Lease and applicable law and codes pertaining to Tenant’s occupancy. Tenant will agree to stagger employee break times during the day and ensure no more than 5 employees are outside of the Premises at any given time. Tenant further agrees to ensure all employees use the area in the rear of the Building for break times and smoke in the area designated by the Landlord in its sole discretion. Tenant acknowledges that Landlord shall not be liable for any conditions, including performance of any Building system, which may be caused by Tenant’s high occupant load in the Premises.

4. **RENT.**

4.1 **General.** Tenant shall pay Rent to Landlord in lawful United States currency. All Base Rent and additional rent for Operating Costs shall be payable in monthly installments, in advance, beginning on the Commencement Date (subject to any prepaid Rent due under Article 1), and continuing on the first day of each and every calendar month thereafter during the Lease Term. Unless otherwise expressly provided, all monetary obligations of Tenant to Landlord under this Lease, of any type or nature, other than Base Rent, shall be denominated as additional rent. Except as otherwise provided, all additional rent payments (other than Operating Costs which are due together with Base Rent) are due ten days after delivery of an invoice. Tenant shall pay monthly to Landlord any sales, use, or other tax (excluding state and federal income tax) now or hereafter imposed on any Rent due under this Lease. The term “**Rent**” when used in this Lease includes Base Rent and all forms of additional rent. All Rent shall be paid to Landlord without demand, setoff, or deduction whatsoever, except as specifically provided in this Lease, at Landlord’s Notice Address, or at such other place as Landlord designates in writing to Tenant. Tenant’s obligations to pay Rent are covenants independent of the Landlord’s obligations under this Lease.

4.2 **Base Rent Abatement.** Provided that Tenant is not in default of this Lease beyond any applicable grace period at any time during the abatement period, Tenant shall have a Rent credit in the amount of the Base Rent owed for the first two full calendar months of the Lease Term, which credit shall be applied to the installments of Base Rent due for those months. Accordingly, if the Commencement Date occurs on a day other than the first day of the month, the prorated Rent for the first partial month of the Lease Term shall be due on the Commencement Date and the rent abatement period shall commence on the first day of the first full calendar month of the Lease Term and shall expire on the last day of the second full calendar month of the Lease Term. Tenant shall remain liable for all additional rent owed under this Lease during the rent abatement period, such as, but not limited to, Tenant’s Allocated Share of Operating Costs.

5. **OPERATING COSTS.**

5.1 **General.** Tenant shall pay to Landlord its Allocated Share of Operating Costs in accordance with the terms and provisions of this article and based on the following.

5.2 **Defined Terms.** The following terms shall have the following definitions:

5.2.1 “**Real Estate Taxes**” shall mean the total of all taxes, assessments, and other charges by any governmental or quasi-governmental authority that are assessed, levied, or in any manner imposed on the Project, including all charges on the tax bills for the Project, real and personal property taxes, special district taxes and assessments, franchise taxes, solid waste assessments, and non-ad valorem assessments or charges. If a tax shall be levied against Landlord in substitution in whole or in part for the Real Estate Taxes or otherwise as a result of the ownership of the Project, then the other tax shall be deemed to be included within the definition of “**Real Estate Taxes**”. “**Real Estate Taxes**” also includes all costs incurred by Landlord in contesting the amount of the assessment of the Project made for Real Estate Tax purposes, including attorneys’, consultants’, and appraisers’ fees.

5.2.2 “**Operating Costs**” shall mean the total of all of the costs incurred by Landlord relating to the ownership, operation, and maintenance of the Project and the services provided tenants in the Project. By way of explanation and clarification, but not by way of limitation, Operating Costs will include the costs and expenses incurred for the following: Real Estate Taxes; pest control; trash and garbage removal (including dumpster rental); porter and matron service; security; Common Areas decorations; repairs, maintenance, and alteration of building systems, Common Areas, and other portions of the Project to be maintained by Landlord; amounts paid under easements or other recorded agreements affecting the Project, including assessments by

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property owners' or condominium associations; repairs, maintenance, replacements, and improvements that are appropriate for the continued operation of the Project as a first-class building; improvements required by law; improvements in security systems; materials, tools, supplies, and equipment to enable Landlord to supply services that Landlord would otherwise have obtained from a third party; expenditures designed to result in savings or reductions in Operating Costs; landscaping, including fertilization and irrigation supply, parking area maintenance and supply; property management fees; an on-site management office; all utilities serving the Project and not separately billed to or reimbursed by any tenant of the Project; cleaning; window washing, and janitorial services; all insurance customarily carried by owners of comparable buildings or required by any mortgagee of the Project; supplies; service and maintenance contracts for the Project; wages, salaries, and other benefits and costs of employees of the Landlord up to and including the Building manager (including a pro rata share only of the wages and benefits of employees who are employed at more than one building, which pro rata share shall be determined by Landlord and shall be based on Landlord's estimate of the percentage of time spent by the employees at the Project); legal, accounting, and administrative costs; and uniforms and working clothes for employees and the cleaning of them. Landlord may contract for the performance of some or all of the management and maintenance functions generally described in this section with entities that are affiliated with Landlord.

5.3 Variable Operating Costs. If during any year the entire Building is not occupied or Landlord is not furnishing utilities or services to all of the premises in the Building, then the Variable Operating Costs for such year shall be "grossed up" (using reasonable projections and assumptions) to the amounts that would apply if the entire Building were completely occupied and all of the premises in the Building were provided with the applicable utilities or services. Variable Operating Costs are Operating Costs that are variable with the level of occupancy of the Building (such as janitorial services, utilities, refuse and waste disposal, and management fees).

5.4 Payment. Landlord shall reasonably estimate the Operating Costs that will be payable for each calendar year. Tenant shall pay one-twelfth of its share of the estimated Operating Costs monthly in advance, together with the payment of Base Rent. Should any assumptions used in creating a budget change, Landlord may adjust the estimated monthly Operating Costs payments to be made by Tenant by notice to Tenant. After the conclusion of each calendar year, Landlord shall furnish Tenant a detailed statement of the actual Operating Costs for the year; and an adjustment shall be made between Landlord and Tenant with payment to or repayment by Landlord, as the case may require. Tenant waives and releases any and all objections or claims relating to Operating Costs for any calendar year unless, within 30 days after Landlord provides Tenant with the annual statement of the actual Operating Costs for the calendar year, Tenant provides Landlord notice that it disputes the statement and specifies the matters disputed. If Tenant disputes the statement then, Tenant shall continue to pay the Rent in question to Landlord in the amount provided in the disputed statement pending resolution of the dispute.

5.5 Alternate Computation. Instead of including in Operating Costs certain costs, Landlord may bill Tenant and Tenant shall pay for those costs in any one or a combination of the following manners: (a) direct charges for services provided for the exclusive benefit of the Premises that are subject to quantification; (b) based on a formula that takes into account the relative intensity or quantity of use of utilities or services by Tenant and all other recipients of the utilities or services, as reasonably determined by Landlord; or (c) pro rata based on the ratio that the Rentable Area of the Premises bears to the total rentable area of the tenant premises within the Building that are benefited by such costs.

6. ASSIGNMENT OR SUBLETTING. Tenant may not transfer any of its rights under this Lease, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner (any of which, a "transfer"), without Landlord's consent, which may be withheld in Landlord's sole and absolute discretion. Without limiting the generality of the foregoing, Tenant may not sublease, assign, mortgage, encumber, permit the transfer of ownership or control of the business entity comprising Tenant, or permit any portion of the Premises to be occupied by third parties. Consent by Landlord to a transfer shall not relieve Tenant from the obligation to obtain Landlord's consent to any further transfer. Tenant and Guarantor shall remain fully liable for all obligations under this Lease following any such transfer. The joint and several liability of Tenant, Guarantor, and any successor in interest of Tenant (by assignment or otherwise) under this Lease shall not in any way be affected by any agreement that modifies any of the rights or obligations of the parties under this Lease or any waiver of, or failure to enforce, any obligation under this Lease. If Landlord assigns this Lease to a successor who expressly assumes the obligations of Landlord, Landlord shall be released from its obligations. Tenant shall pay to Landlord, on demand, an administrative fee of \$1,000, plus all reasonable attorneys' fees and actual costs associated with Landlord's consideration of Tenant's transfer request and the review and preparation of all documents associated with it. Any transfer by Tenant in violation of this article shall, at Landlord's option, be void.

7. INSURANCE.

7.1 Tenant's Insurance. Tenant shall obtain and keep in full force and effect the following insurance coverages: commercial general liability insurance, including contractual liability, on an occurrence basis, on the then most current Insurance Services Office ("ISO") form in the minimum amounts of \$2 million per occurrence, \$2 million general aggregate; special form causes of loss property insurance (ISO CP 10 30 or equivalent in effect in the State in which the Premises are located), in an amount adequate to cover 100% of the replacement costs, without co-insurance, of all of Tenant's property at the Premises; workers' compensation insurance; business income and extra expense insurance covering the risks to be insured by the property insurance described above, on an actual loss sustained basis, but in all events in an amount sufficient to prevent Tenant from being a co-insurer of any loss covered under the applicable policy or policies, including income coverage for a minimum 12 month period; and such other insurance as may be reasonably required by Landlord. Tenant's insurance shall provide primary coverage to Landlord when any policy issued to Landlord provides duplicate or similar coverage, and in such circumstance, Landlord's policy will be excess over Tenant's policy. None of Tenant's policies may have any deductibles, or any self-insured retentions.

7.2 Insurance Requirements. All insurance policies shall be written with insurance companies and shall have coverage limits acceptable to Landlord and having a policyholder rating of at least "A-" and a financial size category of at least "Class XII" as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies. The commercial general liability insurance policy shall name Landlord and Landlord's directors, officers, partners, members, managers, agents, employees, mortgagee, and managing agent as additional insureds. All policies shall contain an endorsement providing that they may not be canceled without 30 days' advance notice in writing to Landlord. Tenant shall furnish evidence that it maintains all insurance coverages required under this Lease (ACORD 25 for Commercial General Liability and the 2003 edition of ACORD 28 for Property, with copies of declaration pages for each required policy) at least ten days before entering the Premises for any reason. The ACORD 25 Form Certificate of Insurance for the Commercial General Liability policy shall specify the policy form number and edition date and shall have attached to it a copy of the additional insureds endorsement listing Landlord and all of the parties covered by Tenant's indemnification obligations under the Indemnification article of this Lease. Coverage amounts for the commercial general liability insurance may be increased periodically in accordance with industry standards for similar properties.

7.3 Waiver of Subrogation. Landlord and Tenant each expressly, knowingly, and voluntarily waive and release any claims that they may have against the other or the other's employees, agents, or contractors and against every other tenant in the Project who shall have executed a waiver similar to this one for loss or damage to its property and loss of business (specifically including loss of Rent by Landlord and business interruption by Tenant) as a result of the acts or omissions of the other party or the other party's employees, agents, or contractors (specifically including the negligence of either party or its employees, agents, or contractors and the intentional misconduct of the employees, agents, or contractors of either party), to the extent any such claims are covered by the workers compensation, employer's liability, property, rental income, business income, or extra expense insurance described in this Lease (whether or not actually carried by either party), or other property insurance that either party may carry at the time of an occurrence. Landlord and Tenant shall each, on or before the earlier of the Commencement Date or the date on which Tenant first enters the Premises for any purpose, obtain and keep in full force and effect at all times thereafter a waiver of subrogation from its insurer concerning the workers' compensation, employer's liability, property, rental income, and business interruption insurance maintained by it for the Project and the property located in the Premises. The waiver of subrogation and release shall not apply to the deductible amount of any loss under any property insurance carried by Landlord. This section shall control over any other provisions of this Lease in conflict with it and shall survive the expiration or sooner termination of this Lease.

8. DEFAULT.

8.1 Events of Default. Each of the following shall be an event of default under this Lease: (a) Tenant fails to make any payment of Rent when due; (b) Tenant or any Guarantor for Tenant's obligations under this Lease becomes bankrupt or insolvent or makes an assignment for the benefit of creditors or takes the benefit of any insolvency act, or if any debtor proceedings are taken by or against Tenant or any Guarantor; (c) Tenant abandons the Premises; (d) Tenant transfers this Lease in violation of the Assignment or Subletting article; (e) Tenant fails to deliver an estoppel certificate or subordination agreement or maintain required insurance coverages within the time periods required by this Lease; or (f) Tenant fails to perform any other obligation under this Lease.

8.2 Remedies. If Tenant defaults, in addition to all remedies provided by law, Landlord may declare the entire balance of all forms of Rent due under this Lease for the remainder of the Lease Term to be forthwith due and payable and may collect the then present value of the Rents (calculated using a discount rate equal to the discount rate of the branch of the Federal Reserve Bank closest to the Premises in effect as of the date of the default). If this Lease is rejected in any bankruptcy proceeding, Rent for the entire month in which the rejection occurs shall be due and payable in full and shall not be prorated.

8.3 Landlord's Right to Perform. If Tenant defaults, Landlord may, but shall have no obligation to, perform the obligations of Tenant, and if Landlord, in doing so, makes any expenditures or incurs any obligation for the payment of money, including reasonable attorneys' fees, the sums so paid or obligations incurred shall be paid by Tenant to Landlord upon receipt of a bill or statement to Tenant therefor.

8.4 Late Charges, Interest, and Bad Checks. If any payment due Landlord shall not be paid within five days of the date when due, Tenant shall pay, in addition to the payment then due, an administrative charge equal to the greater of (a) 5% of the past due payment; or (b) \$250. All payments due Landlord shall bear interest at the lesser of: (a) 18% per annum, or (b) the highest rate of interest permitted to be charged by applicable law, accruing from the date the obligation arose through the date payment is actually received by Landlord. If any check given to Landlord for any payment is dishonored for any reason whatsoever not attributable to Landlord, in addition to all other remedies available to Landlord, upon demand, Tenant will reimburse Landlord for all insufficient funds, bank, or returned check fees, plus an administrative fee not to exceed the maximum amount prescribed by Section 68.065, Florida Statutes. In addition, Landlord may require all future payments from Tenant to be made by cashier's check from a local bank or by Federal Reserve wire transfer to Landlord's account.

8.5 Limitations. None of Landlord's officers, employees, agents, directors, shareholders, partners, members, managers, or affiliates shall ever have any personal liability to Tenant. No person holding Landlord's interest shall have any liability after such person ceases to hold such interest, except for any liability accruing while such person held such interest. **TENANT SHALL LOOK SOLELY TO LANDLORD'S ESTATE AND INTEREST IN THE BUILDING FOR THE SATISFACTION OF ANY RIGHT OR REMEDY OF TENANT UNDER THIS LEASE, AND NO OTHER ASSETS OF LANDLORD SHALL BE SUBJECT TO LEVY, EXECUTION, OR OTHER ENFORCEMENT PROCEDURE FOR THE SATISFACTION OF TENANT'S RIGHTS OR REMEDIES, OR ANY OTHER LIABILITY OF LANDLORD TO TENANT OF WHATEVER KIND OR NATURE.** No act or omission of Landlord or its agents shall constitute an actual or constructive eviction of Tenant or a default by Landlord as to any of its obligations under this Lease unless Landlord shall have first received written notice from Tenant of the claimed default and shall have failed to cure it after having been afforded reasonable time in which to do so, which in no event shall be less than 30 days. Further, Tenant waives any claims against Landlord that Tenant does not make in writing within 30 days of the onset of the cause of such claim. Landlord and Tenant each waive all rights (other than rights under the Estoppel Certificate and End of Term articles) to consequential damages, lost profits, punitive damages, or special damages of any kind.

8.6 Presumption of Abandonment. It shall be conclusively presumed that Tenant has abandoned the Premises if Tenant fails to keep the Premises open for business during regular business hours for ten consecutive days while in monetary default. Any grace periods set forth in this article shall not apply to the application of this presumption. In addition to all other rights of Landlord in the event of an abandonment of the Premises by Tenant, Landlord may reenter and repossess the Premises without legal process, without releasing Tenant of any liability, and with no liability for any claims of wrongful eviction or otherwise by Tenant, if Tenant is presumed to have abandoned the Premises as specified above and fails to object in writing within ten days after a notice from Landlord that it so intends to reenter.

9. ALTERATIONS. "Alterations" shall mean any alteration, addition, or improvement in or on or to the Premises of any kind or nature, including any improvements made before Tenant's occupancy of the Premises. Tenant shall make no Alterations without the prior written consent of Landlord, which consent may be withheld or conditioned in Landlord's sole discretion. However, Landlord will not unreasonably withhold or delay consent to non-structural interior Alterations, provided that they do not involve demolition of improvements, affect utility services or Building systems, are not visible from outside the Premises, and do not require other alterations, additions, or improvements to areas outside the Premises. Tenant shall reimburse Landlord, on demand, for the actual out-of-pocket costs for the services of any third party employed by Landlord to review or prepare any Alteration-related plan or other document for which Landlord's consent or approval is required. Except as expressly set forth in this Lease, Landlord has made no representation or promise as to the condition of the Premises, Landlord shall not perform any alterations, additions, or improvements to make the Premises suitable and ready for occupancy and use by Tenant, and Tenant shall accept possession of the Premises in its then "as-is", "where-is" condition, without representation or warranty of any kind by Landlord. Except for work to be performed by Landlord, before any Alterations are undertaken by or on behalf of Tenant, Tenant shall deliver to Landlord any governmental permit required for the Alterations and shall require any contractor performing work on the Premises to obtain and maintain, at no expense to Landlord, workers' compensation insurance as required by law, builder's risk insurance in the amount of the replacement cost of the applicable Alterations (or such other amount reasonably required by Landlord), commercial general liability insurance, and auto liability insurance (to include all automobiles owned, leased, hired or borrowed), written on an occurrence basis with minimum limits of \$2 million per occurrence limit, \$2 million general aggregate limit, \$2 million personal and advertising limit, and \$2 million products/completed operations limit; which coverage limits may be effected with umbrella coverage (including contractual liability, broad form property damage and contractor's protective liability coverage). Contractor's insurance shall contain

an endorsement insuring the Landlord and its managing agent (and, if requested, Landlord's mortgagee) as additional insureds and shall be primary over any other coverage available to the Landlord. All Alterations by Tenant shall also comply with Landlord's rules and requirements for contractors performing work in the Project.

10. **LIENS.** The interest of Landlord in the Premises shall not be subject in any way to any liens, including construction liens, for Alterations made by or on behalf of Tenant. This exculpation is made with express reference to Section 713.10, Florida Statutes. Tenant represents to Landlord that any improvements that might be made by Tenant to the Premises are not required to be made under the terms of this Lease and that any improvements which may be made by Tenant do not constitute the "pith of the lease" under applicable Florida case law. If any lien is filed against the Premises for work or materials claimed to have been furnished to Tenant, Tenant shall cause it to be discharged of record or properly transferred to a bond under Section 713.24, Florida Statutes, within ten days after notice to Tenant. Further, Tenant shall indemnify, defend, and save Landlord harmless from and against any damage or loss, including reasonable attorneys' fees, incurred by Landlord as a result of any liens or other claims arising out of or related to work performed in the Premises by or on behalf of Tenant. Tenant shall notify every contractor making improvements to the Premises that the interest of the Landlord in the Premises shall not be subject to liens.

11. **ACCESS TO PREMISES.** Landlord and persons authorized by Landlord shall have the right, at all reasonable times, to enter and inspect the Premises and to make repairs and alterations Landlord deems necessary, with reasonable prior notice (which may be by telephone or e-mail), except in cases of emergency, when no notice shall be required.

12. **COMMON AREAS.** The "Common Areas" of the Project include such areas and facilities as delivery facilities, walkways, landscaped and planted areas, and parking facilities and are those areas designated by Landlord for the general use in common of occupants of the Project, including Tenant. The Common Areas shall at all times be subject to the exclusive control and management of Landlord. Landlord may grant third parties specific rights concerning portions of the Common Areas. Landlord may increase, reduce, improve, or otherwise alter the Common Areas, otherwise make improvements, alterations, or additions to the Project, and change the name or number by which the Building or Project is known. Landlord may also temporarily close the Common Areas to make repairs or improvements. In addition, Landlord may temporarily close the Building or Project and preclude access to the Premises in the event of casualty, governmental requirements, the threat of an emergency such as a hurricane or other act of God, or if Landlord otherwise reasonably deems it necessary in order to prevent damage or injury to person or property. This Lease does not create, nor will Tenant have any express or implied easement for, or other rights to, air, light, or view over, from, or about the Project.

13. **SECURITY INTEREST.** As security for Tenant's obligations under this Lease, Tenant grants to Landlord a security interest in this Lease and all property of Tenant now or hereafter placed in or upon the Premises including, but not limited to, all fixtures, furniture, inventory, machinery, equipment, merchandise, furnishings, and other articles of personal property, and all insurance proceeds of or relating to Tenant's property and all accessions and additions to, substitutions for, and replacements, products, and proceeds of the Tenant's property. This Lease constitutes a security agreement under the Florida Uniform Commercial Code.

14. **CASUALTY DAMAGE.** If: (a) the Building shall be so damaged that substantial alteration or reconstruction of the Building shall, in Landlord's opinion, be required (whether or not the Premises shall have been damaged by the casualty); or (b) Landlord is not permitted to rebuild the Building in substantially the same form as they existed before the damage; or (c) the Premises shall be materially damaged by casualty during the last two years of the Lease Term; or (d) any mortgagee requires that the insurance proceeds be applied to the payment of the mortgage debt; or (e) the damage is not covered by insurance maintained by Landlord; then Landlord may, within 90 days after the casualty, give notice to Tenant of Landlord's election to terminate this Lease, and the balance of the Lease Term shall automatically expire on the fifth day after the notice is delivered. If Landlord does not elect to terminate this Lease, Landlord shall proceed with reasonable diligence to restore the Building and the Premises to substantially the same condition they were in immediately before the casualty. However, Landlord shall not be required to restore any unleased premises in the Building or any portion of Tenant's property. Rent shall abate in proportion to the portion of the Premises not usable by Tenant as a result of any casualty resulting in damage to the Building which is covered by insurance carried or required to be carried by Landlord under this Lease, as of the date on which the Premises becomes unusable. Landlord shall not otherwise be liable to Tenant for any delay in restoring the Premises or any inconvenience or annoyance to Tenant or injury to Tenant's business resulting in any way from the damage or the repairs, Tenant's sole remedy being the right to an abatement of Rent.

15. **CONDEMNATION.** If the whole or any substantial part of the Premises shall be condemned by eminent domain or acquired by private purchase in lieu of condemnation, this Lease shall terminate on the date on which possession of the Premises is delivered to the condemning authority and Rent shall be apportioned and paid to that date. If no portion of the Premises is taken but a

substantial portion of the Building is taken, at Landlord's option, this Lease shall terminate on the date on which possession of such portion of the Building is delivered to the condemning authority and Rent shall be apportioned and paid to that date. Tenant shall have no claim against Landlord for the value of any unexpired portion of the Lease Term, nor shall Tenant be entitled to any part of the condemnation award or private purchase price. If this Lease is not terminated as provided above, Rent shall abate in proportion to the portion of the Premises condemned.

16. **REPAIR AND MAINTENANCE.** Landlord shall repair and maintain in good order and condition, ordinary wear and tear excepted, the Common Areas, mechanical and equipment rooms, the roof of the Building, the exterior walls of the Building, the exterior windows of the Building, the structural portions of the Building, the elevators, and the electrical, plumbing, mechanical, fire protection, life safety, and HVAC systems servicing the Building. However, unless the Waiver of Subrogation section of this Lease applies, Tenant shall pay the cost of any such repairs or maintenance resulting from acts or omissions of Tenant, its employees, agents, or contractors. Additionally, Landlord shall replace the Building standard fluorescent light tubes in the Premises. Tenant waives the provisions of any law, or any right Tenant may have under common law, permitting Tenant to make repairs at Landlord's expense or to withhold Rent or terminate this Lease based on any alleged failure of Landlord to make repairs. All costs associated with the repair and maintenance obligations of Landlord under this article shall be included in and constitute Operating Costs. Except to the extent Landlord is obligated to repair and maintain the Premises as provided above, Tenant shall, at its sole cost, repair, replace, and maintain the Premises (including the walls, ceilings, and floors in the Premises, and any specialized electrical, plumbing, mechanical, fire protection, life safety and HVAC systems servicing the Premises requested by Tenant exclusively for their use) in a clean, attractive, first-class condition. All replacements shall be of equal quality and class to the original items replaced. Tenant shall not commit or allow to be committed any waste on any portion of the Premises.

17. **ESTOPPEL CERTIFICATES.** From time to time, Tenant, on not less than five days' prior notice, shall (i) execute and deliver to Landlord an estoppel certificate in a form generally consistent with the requirements of institutional lenders and certified to all or any of Landlord, any mortgagee or prospective mortgagee, or prospective purchaser of the Building, and (ii) cause any Guarantor to deliver to Landlord any estoppel certificate required under the Guaranty.

18. **SUBORDINATION.** This Lease is and shall be subject and subordinate to all mortgages and ground leases that may now or hereafter affect the Building, and to all renewals, modifications, consolidations, replacements, and extensions of the leases and mortgages. This article shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, Tenant shall execute promptly any certificate that Landlord may request. If any ground or underlying lease is terminated, or if the interest of Landlord under this Lease is transferred by reason of or assigned in lieu of foreclosure or other proceedings for enforcement of any mortgage, or if the holder of any mortgage acquires a lease in substitution for the mortgage, or if this Lease is terminated by termination of any lease or by foreclosure of any mortgage to which this Lease is or may be subordinate, then Tenant will, at the option to be exercised in writing by the landlord under any ground or underlying lease or the purchaser, assignee, or tenant, as the case may be (a) attorn to it and will perform for its benefit all the terms, covenants, and conditions of this Lease on Tenant's part to be performed with the same force and effect as if the landlord or the purchaser, assignee, or tenant were the landlord originally named in this Lease, or (b) enter into a new lease with the landlord or the purchaser, assignee, or tenant for the remainder of the Lease Term and otherwise on the same terms, conditions, and rents as provided in this Lease.

19. **INDEMNIFICATION.** To the fullest extent permitted by law, Tenant shall indemnify, defend, and save harmless Landlord and Landlord's employees, agents, and contractors from and against any and all liability (including reasonable attorneys' fees) resulting from claims by third parties in connection with the Premises. Similarly, to the fullest extent permitted by law, Landlord shall indemnify, defend, and save harmless Tenant and Tenant's employees, agents, and contractors from and against any and all liability (including reasonable attorneys' fees) resulting from claims by third parties in connection with any area of the Project other than the Premises to the same extent that Tenant would have been covered had it been named as an additional insured on the commercial general liability insurance policy required to be carried by Landlord under this Lease. It is intended that the indemnitor indemnify the indemnitee, and its employees, agents, and contractors against the consequences of their own negligence or fault, even when the indemnitee or its employees, agents, or contractors is jointly, comparatively, contributively, or concurrently negligent with the indemnitor, and even though any such claim, cause of action, or suit is based upon or alleged to be based upon the strict liability of the indemnitee or its employees, agents, and contractors. This Indemnification article shall not be construed to restrict, limit, or modify either party's insurance obligations under this Lease. Either party's compliance with the insurance requirements under this Lease shall not restrict, limit, or modify that party's obligations under this Indemnification article. These indemnification provisions shall survive the expiration or sooner termination of this Lease.

20. **NO WAIVER.** The failure of a party to insist on the strict performance of any provision of this Lease or to exercise any remedy for any default shall not be construed as a waiver. The waiver of any noncompliance with this Lease shall not prevent

subsequent similar noncompliance from being a default. No waiver shall be effective unless expressed in writing and signed by the waiving party. No notice to or demand on a party shall of itself entitle the party to any other or further notice or demand in similar or other circumstances. The receipt by Landlord of any Rent after default on the part of Tenant (whether the Rent is due before or after the default) shall not excuse any delays as to future Rent payments and shall not be deemed to operate as a waiver of any then-existing default by Tenant or of the right of Landlord to enforce the payment of any other Rent reserved in this Lease or to pursue eviction or any other remedies available to Landlord. No payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent actually owed under the terms of this Lease shall be deemed to be anything other than a payment on account of the earliest stipulated Rent. No endorsement or statement on any check or any letter accompanying any check or payment of Rent will be deemed an accord and satisfaction. Landlord may accept the check or payment without prejudice to Landlord's right to recover the balance of the Rent or to pursue any other remedy. It is the intention of the parties that this article will modify the common law rules of waiver and estoppel and the provisions of any statute that might dictate a contrary result.

21. **SERVICES AND UTILITIES.** Landlord shall furnish the following services: (a) air conditioning and heating in season, and (b) cold running water. Tenant shall obtain its own cleaning/janitorial services for the Premises and the Premises shall be separately metered for electricity use, at Tenant's expense, and Tenant shall be obligated to pay for electricity directly to the utility provider, including electricity for HVAC service to the Premises. Landlord shall have the right to select the Building's electric service provider and to switch providers at any time. Tenant's use of electrical, HVAC or other services furnished by Landlord shall not exceed, either in voltage, rated capacity, use, or overall load, that which Landlord deems to be standard for the Building. Tenant shall pay all costs associated with any such additional utility usage, including the installation of separate meters. In no event shall Landlord be liable for damages resulting from the failure to furnish any service, and any interruption or failure shall in no manner entitle Tenant to any remedies including abatement of Rent.

22. **SECURITY DEPOSIT.** The Security Deposit shall be held by Landlord as security for Tenant's full and faithful performance of this Lease including the payment of Rent. Tenant grants Landlord a security interest in the Security Deposit. The Security Deposit may be commingled with other funds of Landlord and Landlord shall have no liability for payment of any interest on the Security Deposit. Landlord may apply the Security Deposit to the extent required to cure any default by Tenant. If Landlord so applies the Security Deposit, Tenant shall deliver to Landlord the amount necessary to replenish the Security Deposit to its original sum within five days after notice from Landlord. The Security Deposit shall not be deemed an advance payment of Rent or a measure of damages for any default by Tenant, nor shall it be a defense to any action that Landlord may bring against Tenant.

If Tenant fully and faithfully complies with all of the terms, covenants, and conditions of this Lease during the one year period following the Commencement Date, then on the first anniversary of the Commencement Date, \$10,000.00 of the Security Deposit shall be returned to Tenant by Landlord. If Tenant has fully and faithfully complied with all of the terms, covenants, and conditions of this Lease during the two year period following the Commencement Date, then on the second anniversary of the Commencement Date, \$10,000.00 of the Security Deposit shall be returned to Tenant by Landlord; provided that, in no event shall the remaining Security Deposit amount be less than \$10,000.00 at the time of the final reduction.

23. **GOVERNMENTAL REGULATIONS.** Tenant shall promptly comply with all laws, codes, and ordinances of governmental authorities, including the Americans with Disabilities Act of 1990 and all similar present or future laws.

24. **SIGNS.** No signage shall be placed by Tenant on any portion of the Project. However, Tenant shall be permitted to place a sign bearing its name in a location approved by Landlord near the entrance to the Premises (at Tenant's cost) in accordance with the criteria adopted from time to time by Landlord for the Project.

25. **BROKER.** Tenant represents and warrants that it neither consulted nor negotiated with any broker or finder regarding the Premises, except the Landlord's Broker and Tenant's Broker, who shall be paid by Landlord pursuant to a separate written agreement, provided that neither the foregoing nor anything else in this Lease is intended, or shall be construed, to grant such Brokers any rights under this Lease or make them third party beneficiaries hereof. Tenant shall indemnify, defend, and hold Landlord harmless from and against any claims for commissions from any real estate broker other than the Landlord's Broker and Tenant's Broker with whom it has dealt in connection with this Lease. The terms of this Article shall survive the expiration or earlier termination of this Lease.

26. **END OF TERM.** Tenant shall surrender the Premises to Landlord at the expiration or sooner termination of this Lease in good order and condition, broom-clean, except for reasonable wear and tear. Tenant shall be liable to Landlord for all damages, including any consequential damages, that Landlord may suffer by reason of any holding over by Tenant, and Tenant shall indemnify, defend, and save Landlord harmless against all costs, claims, loss, or liability resulting from delay by Tenant in so

surrendering the Premises, including any claims made by any succeeding tenant founded on any delay. All Alterations made by Landlord or Tenant to the Premises shall become Landlord's property on the expiration or sooner termination of the Lease Term. On the expiration or sooner termination of the Lease Term, Tenant, at its expense, shall remove from the Premises all of Tenant's personal property, all computer and telecommunications wiring, and all Alterations that Landlord designates by notice to Tenant. Tenant shall also repair any damage to the Premises caused by the removal. Any items of Tenant's property that shall remain in the Premises after the expiration or sooner termination of the Lease Term, may, at the option of Landlord, be deemed to have been abandoned, and in that case, those items may be retained by Landlord as its property to be disposed of by Landlord, without accountability to Tenant or any other party, in the manner Landlord shall determine, at Tenant's expense.

27. **ATTORNEYS' FEES.** The prevailing party in any litigation arising out of or in any manner relating to this Lease, including the declaration of any rights or obligations under this Lease, shall be entitled to recover from the losing party reasonable attorneys' fees and costs. In addition, if Landlord becomes a party to any suit or proceeding affecting the Premises or involving this Lease or Tenant's interest under this Lease, other than a suit between Landlord and Tenant, or if Landlord engages counsel to collect any of the amounts owed under this Lease, or to enforce performance of any of the agreements, conditions, covenants, provisions, or stipulations of this Lease, without commencing litigation, then the costs, expenses, and reasonable attorneys' fees and disbursements incurred by Landlord shall be paid to Landlord by Tenant.

28. **NOTICES.** Any notice to be given under this Lease may be given either by a party itself or by its attorney or agent and shall be in writing and delivered by hand, by nationally recognized overnight air courier service (such as FedEx), or by the United States Postal Service, registered or certified mail, return receipt requested, in each case addressed to the respective party at the party's notice address. A notice shall be deemed effective upon receipt or the date sent if it is returned to the addressor because it is refused, unclaimed, or the addressee has moved.

29. **IMPOSSIBILITY OF PERFORMANCE.** For purposes of this Lease, the term "Unavoidable Delay" shall mean any delays due to strikes, lockouts, civil commotion, war or warlike operations, acts of terrorism, acts of a public enemy, acts of bioterrorism, epidemics, quarantines, invasion, rebellion, hostilities, military or usurped power, sabotage, government regulations or controls, inability to obtain any material, utility, or service because of governmental restrictions, hurricanes, floods, or other natural disasters, acts of God, or any other cause beyond the direct control of the party delayed. Notwithstanding anything in this Lease to the contrary, if Landlord or Tenant shall be delayed in the performance of any act required under this Lease by reason of any Unavoidable Delay, then provided notice of the Unavoidable Delay is given to the other party within ten days after its occurrence, performance of the act shall be excused for the period of the delay and the period for the performance of the act shall be extended for a reasonable period, in no event to exceed a period equivalent to the period of the delay. The provisions of this article shall not operate to excuse Tenant from the payment of Rent or from surrendering the Premises at the end of the Lease Term, and shall not operate to extend the Lease Term. Delays or failures to perform resulting from lack of funds or the increased cost of obtaining labor and materials shall not be deemed delays beyond the direct control of a party.

30. **RELOCATION OF TENANT/INTENTIONALLY OMITTED.**

31. **PARKING.** Tenant shall be entitled to use no more than the number of parking spaces in the Parking Areas that corresponds to the Parking Ratio applied to the Rentable Area of the Premises rounded down to the nearest whole number. "Parking Areas" shall mean the areas available for automobile parking in connection with the Building as those areas may be designated by Landlord from time to time. Tenant agrees to park all employee cars in the rear lot of the Building. "Parking Ratio" shall mean the number of parking spaces for each 1,000 rentable square feet of space in the Premises from time to time as specified by the zoning and land use regulations applicable to the Project. As of the Date of this Lease, the Parking Ratio is 5.00 parking spaces per 1,000 rentable square feet. Except for particular spaces and areas designated from time to time by Landlord for reserved parking, if any, all parking in the Parking Areas shall be on an unreserved, first-come, first-served basis. Landlord reserves the right to (a) reduce the number of spaces in the Parking Areas, as long as the number of parking spaces remaining is in compliance with all applicable governmental requirements; (b) to reserve spaces for the exclusive use of specific parties; and (c) change the access to the Parking Areas, provided that some manner of reasonable access to the Parking Areas remains after the change; and none of the foregoing shall entitle Tenant to any claim against Landlord or to any abatement of Rent. Landlord shall have no liability to Tenant for unauthorized parking in reserved spaces, and shall not be required to tow any unauthorized vehicles. Landlord may, in its discretion, from time to time, change the location of any reserved spaces.

32. **FINANCIAL REPORTING.** From time to time, but no more than once per year in the absence of a default by Tenant, or in connection with a sale or refinancing by Landlord, at Landlord's request, Tenant shall cause the following financial information to be delivered to Landlord, at Tenant's sole cost and expense, upon not less than ten days' advance written notice from

Landlord a current financial statement, including a balance sheet a statement of income and expenses, for Tenant and Tenant's financial statements for the previous two accounting years, and such other financial information pertaining to Tenant as Landlord or any lender or purchaser of Landlord may reasonably request. All financial statements shall be prepared in accordance with generally accepted accounting principles consistently applied and, if such is the normal practice of Tenant, shall be audited by an independent certified public accountant. Tenant hereby authorizes Landlord, from time to time, without notice to Tenant, to obtain a credit report or credit history on Tenant from any credit reporting company.

33. GENERAL PROVISIONS.

33.1 Construction Principles. The words "including" and "include" and similar words will not be construed restrictively to limit or exclude other items not listed. This Lease has been negotiated "at arm's-length" by Landlord and Tenant, each having the opportunity to be represented by legal counsel of its choice and to negotiate the form and substance of this Lease. Therefore, this Lease shall not be more strictly construed against either party because one party may have drafted this Lease. If any provision of this Lease is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Lease shall remain in full force, if the essential provisions of this Lease for each party remain valid, binding, and enforceable. The parties may amend this Lease only by a written agreement of the parties. This Lease shall constitute the entire agreement of the parties concerning the matters covered by this Lease. All prior understandings and agreements had between the parties concerning those matters, including all preliminary negotiations, lease proposals, letters of intent, and similar documents, are merged into this Lease, which alone fully and completely expresses the understanding of the parties. The provisions of this Lease may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Lease, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in this Lease. There are no conditions precedent to the effectiveness of this Lease, other than those expressly stated in this Lease. Landlord and Tenant intend that faxed or PDF format signatures constitute original signatures binding on the parties. This Lease shall bind and inure to the benefit of the heirs, personal representatives, and, except as otherwise provided, the successors and assigns of the parties to this Lease. Each provision of this Lease shall be deemed both a covenant and a condition and shall run with the land. Any liability or obligation of Landlord or Tenant arising during the Lease Term shall survive the expiration or earlier termination of this Lease.

33.2 Radon Gas. The following notification is provided under Section 404.056(5), Florida Statutes: "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."

33.3 Exhibits. All exhibits, riders, and addenda attached to this Lease shall, by this reference, be incorporated into this Lease. The following exhibits are attached to this Lease:

- EXHIBIT "A" – Legal Description of the Project
- EXHIBIT "B" – Location of Premises
- EXHIBIT "C" – Intentionally Omitted
- EXHIBIT "D" – Rules and Regulations
- EXHIBIT "E" – Tenant Improvements

34. JURY WAIVER; COUNTERCLAIMS. LANDLORD AND TENANT KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE. TENANT FURTHER WAIVES THE RIGHT TO INTERPOSE ANY PERMISSIVE COUNTERCLAIM OF ANY NATURE IN ANY ACTION TO OBTAIN POSSESSION OF THE PREMISES.

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IN WITNESS WHEREOF, this Lease has been executed on behalf of Landlord and Tenant as of the Date of this Lease.

WITNESSES:

[Signature]
Signature of Witness 1

Mac Borling
Print or type name of Witness 1

[Signature]
Signature of Witness 2

UNDA L. WATERS
Print or type name of Witness 2

[Signature]
Signature of Witness 1

Nicole Parker
Print or type name of Witness 1

[Signature]
Signature of Witness 2

Mark Williams
Print or type name of Witness 2

LANDLORD:

SCIENCE DRIVE LLC, a Florida limited liability company

By: [Signature]
Name: Cheney B. Gerdy Jr
Title: MSr

Date Executed: 2/14/14

TENANT:

ADD PROFESSIONAL SERVICES, LLC, a Florida limited liability company

By: [Signature]
Name: Terra Lynn Barrs
Title: owner

Date Executed: 2/14/14

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROJECT

Commence at the Southeast corner of the Southwest One Quarter (1/4) of Section 10, Township 22 South, Range 31 East, Orange County, Florida; thence North 87 degrees 55 minutes 56 seconds West, along the South line of said Southwest One Quarter (1/4) 30.02 feet; thence North 00 degrees 08 minutes 38 seconds East along a line parallel with and 30.00 feet from the East line of said Southwest One Quarter (1/4) 47.05 feet to the North right of way line of Science Drive and the POINT OF BEGINNING; thence North 87 degrees 55 minutes 56 seconds West along said North right of way line 754.73 feet; thence North 02 degrees 04 minutes 04 seconds East 287.34 feet; thence South 88 degrees 19 minutes 29 seconds East 744.982 feet; thence South 00 degrees 08 minutes 38 seconds West along a line parallel with and 30.00 feet from the East line of said Southwest One Quarter (1/4) 292.60 feet to the POINT OF BEGINNING.

TOGETHER WITH easement as created by Underground Drainage Easement recorded in Official Records Book 4158, Page 3984, for the purpose described therein over, under and across lands described therein.

AND

TOGETHER WITH easement as created by Declaration of Sanitary Sewer and Utility Easements recorded in Official Records Book 4985, Page 1955, Public Records of Orange County, Florida, for the purpose described therein, over, under and across lands described therein.

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EXHIBIT "B"
LOCATION OF PREMISES

The above plan is for location of Premises only and is not a representation by Landlord as to any other improvements shown.

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EXHIBIT "C"

INTENTIONALLY OMITTED

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EXHIBIT "D"

RULES AND REGULATIONS

1. The sidewalks and public portions of the Project, such as entrances, passages, courts, parking areas, elevators, vestibules, stairways, corridors, or halls shall not be obstructed or encumbered by Tenant or its employees, agents, invitees, or guests nor shall they be used for any purpose other than ingress and egress to and from the Premises.
2. No awnings or other projections shall be attached to the outside walls of the Project. No curtains, blinds, shades, louvered openings, or screens or anything else which may be visible from outside the Building shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of Landlord, unless installed by Landlord. No aerial or antenna shall be erected on the roof or exterior walls of the Premises or on the Project.
3. No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or affixed by Tenant on any part of the outside of the Premises or Project or on corridor walls or doors or mounted on the inside of any windows or within the interior of the Premises, if visible from the exterior of the Premises, without the prior written consent of Landlord. Signs on any entrance door or doors shall conform to Project standards and shall, at Tenant's expense, be inscribed, painted, or affixed for Tenant by sign makers approved by Landlord.
4. The sashes, sash doors, skylights, windows, heating, ventilating, and air conditioning vents and doors that reflect or admit light and air into the halls, passageways, or other public places in the Project shall not be covered or obstructed by Tenant, or its employees, agents, invitees, or guests, nor shall any bottles, parcels, or other articles be placed outside of the Premises.
5. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Project, nor placed in the public halls, corridors, or vestibules without the prior written consent of Landlord.
6. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown in them. All damages resulting from any misuse of fixtures shall be borne by the Tenant who, or whose employees, agents, invitees, or guests, shall have caused the damages.
7. No animals of any kind (except dogs assisting disabled persons) shall be brought on the Premises or Project.
8. The Premises shall not be used for cooking, except that use by Tenant of Underwriters' Laboratory-approved equipment for brewing coffee, tea, hot chocolate, and similar beverages and a microwave oven for food warming shall be permitted, provided that such equipment and use is in accordance with all applicable governmental requirements. Tenant shall not permit the presence of portable heaters within the Building. Tenant shall not cause or permit any unusual or objectionable odors to be produced on or permeate from the Premises.
9. No office space in the Project shall be used for the distribution or for the storage of merchandise or for the sale at auction or otherwise of merchandise, goods, or property of any kind.
10. Tenant shall not make or permit to be made any unseemly or disturbing noises, radio frequency or electromagnetic or radio interference, or vibrations, or disturb or interfere with occupants of the Project or neighboring premises or those having business with them, or interfere with equipment of Landlord or occupants of the Project, whether by the use of any musical instrument, radio, television, machines or equipment, unmusical noise, or in any other way, including use of any wireless device or equipment. Tenant shall not throw anything out of the doors or windows or down the corridors, stairwells, or elevator shafts of the Project.
11. Neither Tenant nor any of Tenant's employees, agents, invitees, or guests shall at any time bring or keep on the Premises any firearms, inflammable, combustible, or explosive substance or any chemical substance, other than reasonable amounts of cleaning fluids and solvents required in the normal operation of Tenant's business, all of which shall only be used in strict compliance with all applicable environmental laws.
12. Landlord shall, at Tenant's expense, have a valid pass key to all spaces within the Premises at all times during the Lease Term. No additional locks or bolts of any kind shall be placed on any of the doors or windows by Tenant, nor shall any changes

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be made in existing locks or the mechanism of the locks, without the prior written consent of the Landlord and unless and until a duplicate key is delivered to Landlord. Tenant must, on the termination of its tenancy, restore to the Landlord all keys to stores, offices, and toilet rooms, either furnished to or otherwise procured by Tenant, and in the event of the loss of any keys so furnished, Tenant shall pay Landlord for the replacement cost of them.

13. All deliveries, removals, or the carrying in or out of any safes, freights, furniture, or bulky matter of any description may be accomplished only with the prior approval of Landlord and then only in approved areas, through the approved loading/service area doors, using the freight elevator only, during approved hours, and otherwise in accordance with Landlord's requirements. Tenant shall assume all liability and risk concerning these movements. All hand trucks must be equipped with rubber tires and side guards. Landlord may restrict the location where heavy or bulky matters may be placed inside the Premises. Landlord reserves the right to inspect all freight to be brought into the Project and to exclude all freight that can or may violate any of these Rules and Regulations or other provisions of this Lease.

14. Tenant shall not, unless otherwise approved by Landlord, occupy or permit any portion of the Premises demised to it to be occupied as, by, or for a public stenographer or typist, barber shop, bootblacking, beauty shop or manicuring, beauty parlor, telephone agency, telephone or secretarial service, messenger service, travel or tourist agency, a personnel or employment agency, public restaurant or bar, commercial document reproduction or offset printing service, ATM or similar machines, retail, wholesale, or discount shop for sale of merchandise or food, retail service shop, labor union, school, classroom, or training facility, an entertainment, sports, or recreation facility, dance or music studio, an office or facility of a foreign consulate or any other form of governmental or quasi-governmental bureau, department, or agency, including an autonomous governmental corporation, a place of public assembly (including a meeting center, theater, or public forum), a facility for the provision of social welfare or clinical health services, a medical or health care office of any kind, a firm the principal business of which is real estate brokerage, a company engaged in the business of renting office or desk space, a public finance (personal loan) business, or manufacturing, or any other use that would, in Landlord's reasonable opinion, impair the reputation or quality of the Building, overburden any of the Building systems, Common Areas, or Parking Areas (including any use that would create a population density in the Premises which is in excess of the density which is standard for the Building), impair Landlord's efforts to lease space or otherwise interfere with the operation of the Project, unless Tenant's Lease expressly grants permission to do so. Tenant shall not operate or permit to be operated on the Premises any coin or token operated vending machine or similar device (including telephones, lockers, toilets, scales, amusement devices, and machines for sale of beverages, foods, candy, cigarettes, or other goods), except for those vending machines or similar devices that are for the sole and exclusive use of Tenant's employees, and then only if operation of the machines or devices does not violate the lease of any other tenant of the Project. Tenant shall not engage or pay any employees on the Premises, except those actually working for Tenant on the Premises, nor advertise for labor giving an address at the Premises.

15. Tenant shall not create or use any advertising mentioning or exhibiting any likeness of the Project without the prior written consent of Landlord. Landlord shall have the right to prohibit any advertising that, in Landlord's reasonable opinion, tends to impair the reputation of the Project or its desirability as a building for offices, and on notice from Landlord, Tenant shall discontinue the advertising.

16. Landlord reserves the right to exclude from the Project all persons who do not present a pass to the Project on a form or card approved by Landlord or other identification documentation required by Landlord. Tenant shall be responsible for all its employees, agents, invitees, or guests who have been issued a pass at the request of Tenant and shall be liable to Landlord for all acts of those persons.

17. The Premises shall not be used for lodging or sleeping, or for any immoral, disreputable, or illegal purposes, or for any purpose that may be dangerous to life, limb, or property.

18. Any maintenance requirements of Tenant will be attended to by Landlord only on application at the Landlord's management office for the Project. Landlord's employees shall not perform any work or do anything outside of their regular duties, unless under specific instructions from the office of Landlord.

19. Canvassing, soliciting, and peddling within the Project is prohibited and Tenant shall cooperate to prevent such activities.

20. In order to obtain maximum effectiveness of the cooling system, Tenant shall lower and/or close Venetian or vertical blinds, shades or drapes when the sun's rays fall directly on the exterior windows of the Premises.

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21. If, in Landlord's reasonable opinion, the replacement of ceiling tiles becomes necessary after they have been removed on behalf of Tenant by telephone company installers or others (in both the Premises and the public corridors), the cost of replacements shall be charged to Tenant on a per-tile basis.

22. All paneling or other wood products not considered furniture that Tenant shall install in the Premises shall be of fire retardant materials. Before the installation of these materials, Tenant shall submit to Landlord a satisfactory (in the reasonable opinion of Landlord) certification of the materials' fire retardant characteristics.

23. Tenant, its employees, agents, contractors, and invitees shall not be permitted to occupy at any one time more than the number of parking spaces in the Parking Areas permitted in the Lease (including any parking spaces reserved exclusively for Tenant). Usage of parking spaces shall be in common with all other tenants of the Project and their employees, agents, contractors, and invitees. All parking space usage shall be subject to any reasonable rules and regulations for the sale and proper use of parking spaces that Landlord may prescribe. Tenant's employees, agents, contractors, and invitees shall abide by all posted roadway signs in and about the parking facilities. Landlord shall have the right to tow or otherwise remove vehicles of Tenant and its employees, agents, contractors, or invitees that are improperly parked, blocking ingress or egress lanes, or violating parking rules, at the expense of Tenant or the owner of the vehicle, or both, and without liability to Landlord. Upon request by Landlord, Tenant shall furnish Landlord with the license numbers and descriptions of any vehicles of Tenant, its principals, employees, agents, and contractors. Tenant acknowledges that reserved parking spaces, if any, shall only be reserved during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, legal holidays excluded. Parking spaces may be used for the parking of passenger vehicles only and shall not be used for parking commercial vehicles or trucks (except sports utility vehicles, mini-vans, and pick-up trucks utilized as personal transportation), boats, personal watercraft, or trailers. No parking space may be used for the storage of equipment or other personal property. Overnight parking in the Parking Areas is prohibited. Landlord, in Landlord's sole and absolute discretion, may establish from time to time a parking decal or pass card system, security check-in, or other reasonable mechanism to restrict parking in the Parking Areas. Landlord reserves the right to charge Tenant an administrative fee of \$50.00 per violation of the foregoing rules..

24. All trucks and delivery vans shall be parked in designated areas only and not parked in spaces reserved for cars. All delivery service doors are to remain closed except during the time that deliveries, garbage removal, or other approved uses are taking place. All loading and unloading of goods shall be done only at the times, in the areas, and through the entrances designated for loading purposes by Landlord.

25. Tenant shall be responsible for the removal and proper disposition of all crates, oversized trash, boxes, and items termed garbage from the Premises. The corridors and parking and delivery areas are to be kept clear of these items. Tenant shall provide convenient and adequate receptacles for the collection of standard items of trash and shall facilitate the removal of trash by Landlord. Tenant shall ensure that liquids are not disposed of in the receptacles.

26. Landlord shall not be responsible for lost or stolen personal property, equipment, or money occurring anywhere on the Project, regardless of how or when the loss occurs.

27. Tenant shall not conduct any business, loading or unloading, assembling, or any other work connected with Tenant's business in any public areas.

28. Tenant shall give Landlord prompt notice of all accidents to or defects in air conditioning equipment, plumbing, electric facilities, or any part or appurtenance of the Premises.

29. Tenant agrees and fully understands that the overall aesthetic appearance of the Project is of paramount importance; thus Landlord shall maintain complete aesthetic control over any and every portion of the Premises visible from outside the Premises including all fixtures, equipment, signs, exterior lighting, plumbing fixtures, shades, awnings, merchandise, displays, art work, wall coverings, or any other object used in Tenant's business. Landlord's control over the visual aesthetics shall be complete and arbitrary. Landlord will notify Tenant in writing of any aesthetic deficiencies and Tenant will have seven days to correct the deficiencies to Landlord's satisfaction or Tenant shall be in default of this Lease and the Default article shall apply.

30. Tenant shall not install, operate, or maintain in the Premises or in any other area, any electrical equipment that does not bear the U/L (Underwriters Laboratories) seal of approval, or that would overload the electrical system or any part of the system beyond its capacity for proper, efficient, and safe operation as determined by Landlord, taking into consideration the overall electrical

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system and the present and future requirements therefor in the Project. Tenant shall not furnish any cooling or heating to the Premises, including the use of any electronic or gas heating devices, without Landlord's prior written consent.

31. Under applicable law, the entire Project, including the Premises, is deemed to be a "no smoking" building, and smoking is prohibited in all Common Areas and all areas designated by Landlord in its sole discretion as being "no smoking" areas.

32. Tenant shall not allow the Premises to be occupied by more than the requirements of applicable laws and occupancy requirements.

33. Landlord may, on request by any tenant, waive compliance by the tenant with any of the Rules and Regulations provided that (a) no waiver shall be effective unless in writing and signed by Landlord or Landlord's authorized agent, (b) a waiver shall not relieve the tenant from the obligation to comply with the rule or regulation in the future unless expressly consented to by Landlord, and (c) no waiver granted to any tenant shall relieve any other tenant from the obligation of complying with the Rules and Regulations unless the other tenant has received a similar waiver in writing from Landlord.

34. Tenant will take all steps necessary to prevent: inadequate ventilation, emission of chemical contaminants from indoor or outdoor sources, or both, or emission of biological contaminants. Tenant will not allow any unsafe levels of chemical or biological contaminants (including volatile organic compounds ["VOCs"]) in the Premises, and will take all steps necessary to prevent the release of contaminants from adhesives (for example, upholstery, wallpaper, carpet, machinery, supplies, and cleaning agents) and excess VOC levels.

35. Tenant shall comply with any recycling programs for the Project implemented by Landlord from time to time.

36. Tenant shall not obtain for use in the Premises ice, drinking water, towel, barbering, bootblackening, floor polishing, lighting maintenance, cleaning, or other similar services from any persons not authorized by Landlord in writing to furnish the services.

37. Tenant shall not place a load on any floor of the Premises exceeding the floor load per square foot area that such floor was designed to carry. Landlord reserves the right to prescribe the weight limitations and position of all heavy equipment and similar items, and to prescribe the reinforcing necessary, if any, that in the opinion of Landlord may be required under the circumstances, such reinforcing to be at Tenant's expense.

38. All contractors performing work to the structure or systems of the Project must be approved by Landlord.

39. Tenant shall comply with all rules and regulations imposed by Landlord as to any messenger center Landlord may establish for the Project and as to the delivery of letters, packages, and other items to the Premises by messengers.

40. Landlord reserves the right to grant or deny access to the Project to any telecommunications service provider. Access to the Building by any telecommunications service provider (unless through Landlord's current Building telecommunications provider's lines) shall be governed by the terms of Landlord's standard telecommunications license agreement and access fees, which must be executed and delivered to Landlord by such provider before it is allowed any access whatsoever to the Project.

41. No vinyl wall covering may be installed on any interior side of any wall which comprises an exterior wall of the Building, unless the wall covering was manufactured using a micro-venting procedure having no less than 140 needle/venting holes per square inch, and Tenant shall provide a letter from the wall covering manufacturer confirming such process.

42. Whenever these Rules and Regulations directly conflict with any of the rights or obligations of Tenant under this Lease, this Lease shall govern.

EXHIBIT "E"

TENANT IMPROVEMENTS

As-Is

1. Condition of Premises. Landlord has made no representation or promise as to the condition of the Premises. Landlord shall not perform any alterations, additions, or improvements in order to make the Premises suitable and ready for occupancy and use by Tenant. Tenant has inspected the Premises, is fully familiar with the physical condition of the Premises, and shall accept the Premises "as-is," "where-is," without any warranty, express or implied, or representation as to fitness or suitability. Landlord shall not be liable for any latent or patent defect in the Premises. Notwithstanding the foregoing, Landlord shall, at its expense, using Building standard materials perform the following Tenant Improvements:

1. Repair the walls within the Premises, as necessary;
2. Repaint the Premises interior walls in Tenant's choice of color;
3. Replace the carpeting within the Premises in Tenant's choice of color of "quick ship" Building Standard carpet;
4. Strip and re-wax the existing VCT flooring within the Premises;
5. Have the Premises professionally cleaned; and
6. Deliver the HVAC system serving the Premises in good working order on the Commencement Date.

2. Changes. Tenant shall be responsible to reimburse Landlord for all costs resulting from approved changes to the Tenant Improvements stated above requested by Tenant. Tenant shall pay to Landlord the total costs of such changes, inclusive of any supervision fees, within ten days of receipt of a notice from Landlord as to the amount. Such payments by Tenant shall not be considered additional rent.

3. Tenant Delays. If Landlord or the general contractor is delayed in substantially completing the Tenant Improvements as a result of the occurrence of any Tenant Delay (as hereafter defined), then, (i) any deadlines set forth in this Lease for Landlord's delivery of the Premises shall be extended day for day for each day of Tenant's Delay, and (ii) at Landlord's option, for purposes of determining the Commencement Date, the date of delivery of the Premises shall be deemed to be the day that the Tenant Improvements would have been substantially completed absent any Delay(s). For purposes of this provision each of the following shall constitute a "Tenant Delay": (a) Tenant's failure to furnish information or to respond to any request by Landlord or any design consultant for any approval within any time period prescribed, or if no time period is prescribed, within three Business Days of a request; or (b) changes to the Tenant Improvements stated above requested by Tenant; or (c) any delay resulting from Tenant's or its vendors' or contractors' activities in the Premises before substantial completion of the Tenant Improvements; or (d) any other delay to Landlord's ability to complete the Tenant Improvements caused by Tenant, its employees, agents, contractors, or consultants.

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LIMITED LIABILITY COMPANY RESOLUTIONS

The undersigned Manager of ADD PROFESSIONAL SERVICES, LLC, a Florida limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of Resolutions adopted at a duly called meeting of the Members and Managers of the Company held on 14 Feb, 2014, at which a quorum of Members and Managers were present and voting throughout:

"BE IT RESOLVED that this Company enter into a Lease with SCIENCE DRIVE LLC, a Florida limited liability company ('Landlord'), for space in University Science Center, 12001 Science Drive, Orlando, Florida 32826.

"BE IT FURTHER RESOLVED that the Manager or Managing Member or any other member of this Company, acting singly or together, be and hereby is and are authorized and directed to negotiate the specific terms and conditions of the Lease and the Rent and charges in connection therewith and to execute and deliver on behalf of this Company the Lease, security agreements, financing statements, certificates, estoppels, subordination, attornment, and non-disturbance agreements, and such other documents as may be necessary or required by Landlord with respect to the Lease.

"BE IT FURTHER RESOLVED, that the foregoing Resolutions are in conformity with the Articles of Organization and the Regulations of the Company, and are within its powers. The authority given under these Resolutions shall be deemed retroactive to the extent necessary or convenient for the full effectuation of these Resolutions. In such event, all acts performed before the adoption of these Resolutions, but which are necessary or convenient for the full effectuation of these Resolutions, are hereby ratified, adopted, and affirmed. The authority conferred by these Resolutions shall continue in full force and effect until actual written notice of revocation of these Resolutions shall have been received by the Landlord."

I FURTHER CERTIFY (i) that the above Resolutions were duly and regularly enacted at a meeting of the Members and Managers called for that purpose and held in accordance with the Articles of Organization and Regulations of the Company and the statutes of the State of Florida; (ii) that the Manager(s) of the Company have full power and authority to bind the Company pursuant thereto; and (iii) that the Resolutions are in full force and effect and have not been altered, modified, or rescinded in any way.

IN WITNESS WHEREOF, I have affixed my name as Owner of the Company, and have affixed the seal of the Company this 14 day of Feb, 2014.

Jerradynn Barrs

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SKYPE LOG – JOHN KUNZ *Text From "Kevin's Room"*

Wednesday, June 8, 2016

[10:00:01 AM] telecomunited: gm
[10:01:14 AM] John Kunz: gm
[10:01:20 AM] John Kunz: we are shooting for 30 today
[10:02:46 AM] John Kunz: 24 monday and 25 yesterday..... we are right there. we just have to put it together for a whole day. yesterday our 3pm - 5pm hours were very poor and that is what kept us from hitting 30. we do it for those two hours and do what we did the rest of the day and we will nail itr. lets focus on those two hours please today
[10:30:50 AM] John Kunz: nothing qualified yet and no one pulling
[10:32:17 AM] telecomunited: ok adjusting for quality
[10:54:08 AM] John Kunz: almost the whole first hour gone and not one qualified yet. def need a major adjustment early
[10:56:46 AM] telecomunited: alright adjusting
[11:09:00 AM] John Kunz: still nothing qualified....
[11:09:24 AM] telecomunited: changing areas
[11:26:50 AM] John Kunz: cmon guys i need u to turn it up big time
[11:28:09 AM] telecomunited: alright boosting
[11:29:31 AM] John Kunz: 1 total qualiifed and no one pulling
[11:51:40 AM] John Kunz: just 2 qualified so far. need some steam in here guys this is an awful start
[11:54:13 AM] telecomunited: alright coming up
[12:24:50 PM] John Kunz: 4 total qualified in 2 and a half hours. still waiting on an improvement here guys.
[12:25:07 PM] John Kunz: slow as well
[12:26:19 PM] telecomunited: adjusting
[12:58:47 PM] John Kunz: just sent one to close. the last qualified before that was 11:57 so we went an hour between quals
[12:59:47 PM] John Kunz: we may have a second one going to close. i need them to be coming back to back from here on out
[1:00:40 PM] telecomunited: ok adjusting for qualitty
[1:01:00 PM] John Kunz: fuck yes 3 going to close now!!! bout time. lets boogie now. BACK TO BACK the rest of the day
[1:11:40 PM] John Kunz: ok guys good job i have 3 in close at once now lets keep em cummin
[1:11:50 PM] John Kunz: we need a monster afternoon
[1:12:20 PM] telecomunited: good to hear, we'll have it
[1:43:02 PM] John Kunz: dont let off the gas. nothnig since that tiny spurt of 3 quals. need juice
[1:47:14 PM] telecomunited: alright coming up
[1:54:12 PM] John Kunz: no one pulling
[1:54:19 PM] John Kunz: back to what we been doing all day.
[1:55:13 PM] telecomunited: ok changing up areas
[3:08:42 PM] John Kunz: we had another tiny little pop but slowing down again. please pick us back up again'
[3:11:12 PM] telecomunited: ok u got it
[4:01:27 PM] John Kunz: we have 13 deals and none in close. new goal is 18 by 5pm. we are waaaaaay behind we HAVE to start cranking out hella deals

[4:02:41 PM] telecomunited: alright adjusting for quality
[5:43:38 PM] John Kunz: need boost in quality please
[5:43:45 PM] John Kunz: 16 deals and 1 in close
[5:49:09 PM] telecomunited: ok boosting
[6:24:41 PM] John Kunz: Nothing at all happening. 17 deals and none in close
[6:25:09 PM] telecomunited: adjusting
[6:35:05 PM] John Kunz: by the way this is the number that showed up on a clients caller id and when she called it back it rang to our customer service number. 855-979-1064
[6:35:14 PM] John Kunz: this is NOT good
[6:36:14 PM] telecomunited: which client/# ? if someone called from ur customer service that would of showed the caller id
[6:36:18 PM] telecomunited: otherwise it won't show from anywhere else
[6:36:32 PM] John Kunz: Cmon guys we gonna qualify ANYTHING at all? These calls are crap
[6:36:36 PM] telecomunited: ok adjusting
[6:36:41 PM] John Kunz: I am not happy right jow
[6:36:43 PM] John Kunz: Now
[6:37:55 PM] John Kunz: the client was linda mize. she was qualified and transferred to a closer. call dropped and she called the number that showed up on her caller id and it rang to our customer service number
[6:38:25 PM] telecomunited: what was her # ?
[6:39:16 PM] John Kunz: 731-431-2817
[6:45:58 PM] John Kunz: last qual was 5:24 by the way
[6:47:13 PM] telecomunited: is ext 146 a customer service #?
[6:47:21 PM] John Kunz: FA
Thursday, June 9, 2016
[9:42:28 AM] John Kunz: we finished with just 18 deals yesterday. huge problems in the first 3 hours and even bigger the last two hours so we need MAJOR MAJOR day today. i know u can turn me around in one day so lets make today that day
[9:59:58 AM] telecomunited: gm
[10:20:19 AM] John Kunz: cannot dial outbound
[10:21:44 AM] telecomunited: ok checking
[10:31:18 AM] telecomunited: should work now
[10:32:37 AM] John Kunz: ok thank u. so far nothing qualiifed yet but we have been pulling. need some deals this morning tho cant start like yesterday
[10:33:13 AM] John Kunz: the call volume is better this morning and again we are pulling. yesterday we were just getting yelled at so its an imporvement but nothing just yet
[10:37:05 AM] John Kunz: outbound is down again
[10:38:04 AM] telecomunited: ok checking
[10:38:15 AM] John Kunz: it was back up and then stopped workking again
[10:38:33 AM] John Kunz: now its working again
[10:45:17 AM] John Kunz: just one qualified so far. can use a boost in quality please
[10:45:47 AM] telecomunited: alright adjusting for qualittty
[10:47:03 AM] telecomunited: stopping per mo to fix outbound issues
[10:47:05 AM] telecomunited: for a few
[11:31:19 AM] telecomunited: any outbound issues now?

Lobby

MARK BERNET, RECEIVER
LIFE MANAGEMENT SERVICES OFFICE INVENTORY
(12001 Science Drive, Suite 125, Orlando, Florida)

<u>Location</u>	<u>Description</u>	Serial Number	Quantity
	Glass End Tables		2
	Green Chairs		3

MARK BERNET, RECEIVER
LIFE MANAGEMENT SERVICES OFFICE INVENTORY
(12001 Science Drive, Suite 125, Orlando, Florida)

<u>Location</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
	Maroon-colored rolling office chairs		6
	Security safe with lock	ESB-3C1 660037404	1
	Wood oval office table		1

MARK BERNET, RECEIVER
LIFE MANAGEMENT SERVICES OFFICE INVENTORY
(12001 Science Drive, Suite 125, Orlando, Florida)

<u>Location</u>	<u>Description</u>	<u>Model No.</u>	<u>Serial Number</u>	<u>Quantity</u>
	Cubicles			33
	Rolling chair – Patterned			26
	Office chair (black)			1
	Grandstream telephone		GXP1405	14
	Grandstream telephone		GXP 1400	18
	Inter-tel telephone – standard		digital terminal	5
	Axxess telephone			5
	Inter-tel telephone		Model 8520	21
	Grandstream Telephone		GXP 2140	1
Desk II	Office Desk			1
Desk E	Office Desk			1
	Dell keyboard		RT7060	1
	Dell monitor		MX-OF024J-74262-96J-1AJU	1
	Dell computer tower		1708FP6	1
	Paper-clip holder		G23DGD1	1
	Quartet dry-erase board			1
	Dell mouse		LZ001HC61J2	1
	DVD (in case)			1
	Clipboard holder – blue			1
	Clipboard – brown			1
Desk BB & FF	Teen Titan Figurines			3
	Brown cardigan (on office chair)			1
	Dell computer tower		G201KD1	1
	Zephyrhills jug			21
Desk DD	Water jug			1
Desk FF	Coca-Cola Cup			1
Desk V	Office Max calculator		OM96126	1
Desk V	Metal pail – bright pink		234080154	1
Desk W	Printed pail – black diamonds		234070410	1
Desk II	Miami University cup			1
Desk I	Black binder			1
Desk J	Clear clipboard			1
Desk K	Zigzag, colorful pillow			1
Near S	Beyonce Perfume			1
Near S	Wawa coffee mug			1
Near S	Goodcook mug (18 fl oz)			2
Desk T	Black jacket			1
Cubicle U	Desk calculator			1
Cubicle U	Varnado desk fan		25841T	1
Cubicle U	Glass cup (w/change and earrings)			1
Cubicle U	Desk mirror			1
Cubicle U	Desk organizer (metal-mesh)			1
Cubicle U	Trutech radio		060415214	1
Cubicle U	Comfort zone electronic fireplace		CZFP1	1
	Nestle water filter		IM11D02437	1
	Whirlpool Fridge		VS2440893	1
	Turntable microwave oven			1

<u>Location</u>	<u>Description</u>	<u>Model No.</u>	<u>Serial Number</u>	<u>Quantity</u>
	Tri-fold whiteboard			1
	Unicorn darts set			1
	Red Child doll			1
Desk C	Pink brand lime green koozie (for drinks)			1
Desk P	I ♥ Bahamas mug			1
Desk P	Nexford small calculator		85046	1
Desk P	Subrod Electronic cigarette			1
Desk R	Pink binder			1
Desk R	Blue tray/organizer			1
Desk T	Casio small calculator		SL-300VC	1
Desk T	Electronic candle			1
Desk A	Grandstream	GXP1400	20EYX4CD404F55D5	1
Desk A	Intertel	8520	1DC2M06144EP	1
Desk B	Grandstream	GXP1405	20EYXQZD80581EA8	1
Desk B	Intertel	8520	1DC2M043624T	1
Desk C	Grandstream	GXP1405	20EYXQZD80581CBD	1
Desk C	Intertel	8520	1DC2M05231YB	1
Desk D	Grandstream	GXP1405	20EYXQZD80581EA5	1
Desk D	Intertel	8520	1DC2M0436236	1
Desk E	Intertel	8520	1DC2M064621A	1
Desk E	Grandstream	GXP1400	20EYX4CD404D95B6	1
Desk F	Grandstream	GXP1405	20EYX4CD404D95B8	1
Desk F	Intertel	8520	1DC0C08342UR	1
Desk G	Intertel	8520	1DC2M043621Z	1
Desk H	Intertel	8520	1DC2M06153W0	1
Desk H	Grandstream	GXP1400	20EYX4CD404F55D0	1
Desk I	Grandstream	GXP1400	20EYX4CD404D95B4	1
Desk I	Intertel	8520	1DC2M04321U1	1
Desk J	Intertel	8520	1DC0C08372ZD	1
Desk J	Grandstream	GXP1400	20EYX4CE404F55CD	1
Desk K	Grandstream	GXP1400	20EYX4CD404F55CA	1
Desk K	Intertel	8520	1DC2M043626B	1
Desk L	Intertel	8520	1DC2M04331E3	1
Desk L	Grandstream	GXP1400	20EYX4CD404F54F1	1
Desk M	Grandstream	GXP1405	20EYXQZE70692550	1
Desk M	Intertel	8520	1DC0C08372XN	1
Desk N	Intertel	8520	1DC2M06072FA	1
Desk N	Grandstream	GXP1405	20EYXQZD80581EA2	1
Desk O	Grandstream	GXP1400	20EYX4CD404F55D4	1
Desk O	Intertel	8520	1DC0C09010GG	1
Desk P	Grandstream	GXP1400	20EYX4CD404F55CF	1
Desk P	Axxess	4400	0U80C0C633G5U	1
Desk Q	Grandstream	GXP1400	20EYX4CD404F55C9	1
Desk Q	Intertel	4400	0U80C022RZC	1
Desk R	Grandstream	GXP1405	20EYXQZD80581EA7	1
Desk R	Axxess	4400	0U82M03272TT	1
Desk S	Grandstream	GXP1405	20EYXQZD80581EA6	1
Desk T	Axxess	4400	0U80C0236FC7	1
Desk U	Grandstream	GXP1400	20EYX4CD404F55CB	1
Desk V	Grandstream	GXP1405	20EYXQZD80581EAC	1
Desk V	Intertel	8520	1DC2M043626C	1
Desk AA	Grandstream	GXP1405	20EYXQZE70692549	1

<u>Location</u>	<u>Description</u>	<u>Model No.</u>	<u>Serial Number</u>	<u>Quantity</u>
Desk AA	Intertel	8520	1DC0C07321LC	1
Desk BB	Grandstream	GXP1405	20EYXQZE70692553	1
Desk BB	Intertel	Executive Digital Terminal	0U9?C041K94 ? MAY BE 2 OR 0	1
Desk CC	Grandstream	GXP1400	20EYX4CD404D95B5	1
Desk DD	Intertel	Executive Digital Terminal	0U90C826JU8	1
Desk DD	Grandstream	GXP1400	20EYX4CD404D95BA	1
Desk EE	Grandstream	GXP1405	20EYXQZD80581EA0	1
Desk EE	Grandstream	GXP1405	20EYXQZD80581EA1	1
Desk EE	Axxess	Standard Digital Terminal	0U82M02352WB	1
Desk FF	Grandstream	GXP1400	20EYX4CD404F54F4	1
Desk FF	Intertel	Standard Digital Terminal	0U82M00411B	1
Desk GG	Grandstream	GXP1400	20EYX4CD404D95B7	1
Desk GG	Intertel	Standard Digital Terminal	0U?(8 or 3)0C948376	1
Desk HH	Grandstream	GXP1400	20EYX4CD404F55D2	1
Desk HH	Axxess	Standard Digital Terminal	0U82M0316393	1
Desk II	Grandstream	GXP2140	20EYZMNEB0724780	1
Desk Z	Grandstream	GXP1400	20EYX4CD404D95B3	1
Desk Z	Intertel	8520	1DC0C09010GH	1
Desk Y	Grandstream	GXP1405	20EYXQYD304C60AE	1
Desk Y	Intertel	8520	1DC2M0429101	1
Desk X	Grandstream	GXP1400	20EYX4CD404F55C8	1
Desk X	Intertel	8520	1DC2M04321U8	1
Desk W	Grandstream	GXP1405	20EYXQZD80581CC5	1
Desk W	Intertel	8520	1DC2M06072BD	1

MARK BERNET, RECEIVER
LIFE MANAGEMENT SERVICES OFFICE INVENTORY
(12001 Science Drive, Suite 125, Orlando, Florida)

<u>Location</u>	<u>Description</u>	<u>Model No.</u>	<u>Serial Number</u>	<u>Quantity</u>
	Gray fold-up table			1
	Black office chairs	CA42677		2
	Black office chairs	2083783067		3
	Microwave (white Magic Chef)		35135858005	1
	Microwave kitchen cart (wood/metal)			1

MARK BERNET, RECEIVER
LIFE MANAGEMENT SERVICES OFFICE INVENTORY
(12001 Science Drive, Suite 125, Orlando, Florida)

<u>Location</u>	<u>Description</u>	<u>Model No.</u>	<u>Serial Number</u>	<u>Quantity</u>
	Opened box of Honey Buns			1
	Poker chips and tray		MKY1344	1
4A	Wood office table			1
	Printer cartridge		CN049S	1
	Axxess phone		0U92M02074PA	1
	HP laptop		5CB3524X5B	1
	Wooden chairs			2
	Black office chair		(PO# 10074)	1
	Ladder-Davidson	W-2317-04S		1
	Bowling Set – 10 pins; 2 balls			1
	Dolly (rolls)			1
	Pepsi – opened			1
	Assorted Gatorade pack – opened			1
	Coca-Cola pack - opened			1
	Yahoo pack – opened			1
	Sprite packs – 1 opened; 1 unopened			2
	Brisk iced tea packs – 1 opened; 1 unopened			2
	Dr. Pepper pack – opened			1
	Mountain Dew Pack – opened			1
	Lays 50 count pack opened (chips)			1
	Ruffles Cheddar & Sour Cream chips 50 count opened box			1
	Funyuns – 50 count opened box			1
	Smart Food white cheddar popcorn 50 count opened box			1
	Nacho Cheese Doritos 50 count – opened box			1
	Cool Ranch Doritos 50 count – opened box			1
	Other assorted opened snacks			

MARK BERNET, RECEIVER
LIFE MANAGEMENT SERVICES OFFICE INVENTORY
(12001 Science Drive, Suite 125, Orlando, Florida)

<u>Location</u>	<u>Description</u>	<u>Model No.</u>	<u>Serial Number</u>	<u>Quantity</u>
	Zephyrhills jug			6
	Klean-Strip Adhesive remover	CO954		1
	QE stripper blades	62904Q		2
	Rolling chair	CA42677		7
	Rolling chair	2083783067		3
	Dell computer monitor	E177FPb		2
	Dell computer monitor	E173FPc		2
	File cabinets			2
	HP keyboard		SK-2085	1
	Dell keyboard		SK-3205	1
	Dell keyboard		RT7D60	1
	2B keyboard			1
	Dell keyboard		Y-U0003-DEL5	1
	Grandstream phone receiver		20EYXQZE70691510	1
	Dell keyboard		L3OU	1
	Dell computer tower	X10-23533		3
	Dell AC/DC Adapter	D220P-01		2
	Dyson DC39 Vacuum		US-DFA4274A	1

MARK BERNET, RECEIVER
LIFE MANAGEMENT SERVICES OFFICE INVENTORY
(12001 Science Drive, Suite 125, Orlando, Florida)

<u>Location</u>	<u>Description</u>	<u>Model No.</u>	<u>Serial Number</u>	<u>Quantity</u>
	Dell Computer Monitor	1905FP		1
	Metal ladder – Model star			1
	Edible Arrangements yellow basket full of nuts & bolts& screws			1
	Sherman Williams grey bucket			1
	Tenda Ethernet Switch		E1075011224000036	1
	Net Gear gigabit switch		2W02365M004AC	1
	Dell Computer tower – opened	000-45-694-850-393		4
	Cord phones – unconnected HD			3
	Intellinet Ethernet Switch		16133801998	1
	Air Filters			2
	Dell AC/DC adapter		XRW0743681666	2
	Grandstream telephones	GXP1400		2
	Grandstream telephone	GXP2140		1
	Grandstream telephone	GXP1405		4
	Axxess telephone		0U80C0447FGR	1
	Net Gear ethernet switch		FS73151DB001235	1
	Intertel desktop port		1234H0212A46	1
	V-tech phone white		KG311790119	1
	Intellinet ethernet cable		6662333662	1
	Dell mouse		HCP54117752	1
	Intellinet Ethernet Tower			1
	Logitech keyboard	Y-UT76		1
	Disc CD player		0310907503067	1
	Dell keyboard		TH-02R400-37171-2BB-1339	1
	Dell computer monitor		CN-0T6116-71618-5BM-ANWN	1
	Megaframe cabinet			1
	Unopened paint cans			5

MARK BERNET, RECEIVER
LIFE MANAGEMENT SERVICES OFFICE INVENTORY
(12001 Science Drive, Suite 125, Orlando, Florida)

<u>Location</u>	<u>Description</u>	<u>Model No.</u>	<u>Serial Number</u>	<u>Quantity</u>
	Pass & Seymour wiring devices box		CR20-1	1
	Large box of mechanical supplies			2

MARK BERNET, RECEIVER
LIFE MANAGEMENT SERVICES OFFICE INVENTORY
(12001 Science Drive, Suite 125, Orlando, Florida)

<u>Location</u>	<u>Description</u>	<u>Model No.</u>	<u>Serial Number</u>	<u>Quantity</u>
	Snack vending machine		102236597162	1
	Drink vending machine		S000187991	1
	Garbage bin			1
Desk S	USPS mailing bin			1
Desk S	Black clipboard			1
Desk S	Red/Grey stapler			1
Desk S	Black staple remover			1
Desk S	White tape roll			1
Desk S	Zig-zag color pattern organizer			1
Desk S	Turquoise star pattern organizer			1
Desk S	"Chrissa" black austin boots size 4		YFWATYC1071	1
Desk S	"Dakota Brown" Austin Boots Size 5		YFWATYC1075	1
Desk S	XL American Westend Jacket – black with fur hood			1
Desk S	Blue mirror			1
Desk S	Striped pail/container w/change in it			1
Desk S	Glasses in brown pocket			1
Desk S	Mason jar			1
Desk S	Black mesh cup holder			1
Desk S	eMachines computer tower		92102800190	1
Desk S	Surge protector			1
Desk S	Canon fax/scan/copy machine		QC3-6425-DB01-01	1
Desk S	Grandstream phone	GXP1405	20EYXQZD80581EAA	1
Desk S	eMachines keyboard		KBRS20P065920009 5BK701	1
Desk S	eMachines computer monitor		93812777140	1
Desk S	Microsoft mouse		02062-523-8675836- 41141	1
Desk S	Intertel phone	8520	IDC2M043624S	1
Desk S	Mahogany colored desk			1
	Pattern rolling chairs	4331223		16
	Cubicles			18
Desk A	Black metal cabinet			1
Desk A	Black mesh organizer			1
Desk A	Intertel phone	8560	???2M0513171	1
Desk A	Grandstream phone	GXP1400	20EYX4CD404F54EC	1
Desk A	Dell computer tower		3B337D1	1
Desk A	Dell computer monitor		CN-UGM778-72872- 82N-0145	1
Desk A	Dell keyboard		CN-0J4628-71616- 4AL-0T8D	1
Desk A	Dell mouse		HS845161KYD	1
Desk A	Comfortzone desk fan			1
Desk A	Officemax black magazine file			1
Desk A	Grey hole puncher			1
Desk B	Black metal cabinet			1
Desk B	Linus (from the Peanuts) figurine			1
Desk B	Metal desk fan			1
Desk B	Mainstays Gnome on Mushroom		25564-15144	1

Location	Description	Model No.	Serial Number	Quantity
Desk B	Mainstays Girl Gnome w/Basket		25564-15016	1
Desk B	Mainstays Large red Gnome		25564-15082	1
Desk B	Naztech Action Pro Speaker			1
Desk B	Dell computer tower		JJ9XPD1	1
Desk B	Dell mouse		HS844162UZ4	1
Desk B	Grandstream phone	GXP1400	20EYX4CD404F54EE	1
Desk B	Dell keyboard		CN-04473D-44751-8B3-D1XM-A00	1
Desk B	Patterned red sphere			1
Desk B	Dell computer monitor		CN-0WH319-72872-67C-87AL	1
Desk B	Black mesh file organizer			1
Desk B	Clear plastic wavy organizer			1
Desk B	Clear cup			1
Desk B	Black mesh cup			1
Desk B	Inter-tel phone	8520	1DC0C07213NT	1
Desk B	Large black desk fan			1
Desk C	Post-it note dispenser (black, heart shaped)		HD330	1
Desk C	Polaroid bluetooth (speaker?) pink			1
Desk C	Grandstream phone	GXP1400	20EYX4CD404F54E9	1
Desk C	Intertel phone	8520	1DC2M06471VF	1
Desk C	Silver mirror			1
Desk C	Small brown clipboard			1
Desk C	Dell keyboard		CN-0U473D-44751-016-0274-A00	1
Desk C	Dell computer monitor		MX-0F024J-74262-96J-1REU	1
Desk C	Pink dotted pail		234-07 0410	1
Desk C	Black mesh organizer			1
Desk C	Small black stapler			1
Desk C	Clear, blue-___ holder			1
Desk C	Small Sentry calculator			1
Desk C	Dell mouse		HS84516179K	1
Desk C	Clear glass mug/jar			1
Desk C	Dell computer tower		3LDP5D1	1
Desk C	Black mesh holder			1
Desk C	Brown cabinet			1
Desk D	Blue recycle bin			1
Desk D	Stretchy silver & gold cross bracelet			1
Desk D	Microsoft mouse		X8C0898	1
Desk D	Black metal, tiger art pencil box			1
Desk D	Black metal cabinet			1
Desk D	Metal holiday tin			1
Desk D	Clear wavy plastic organizer			1
Desk D	Picture of kid			1
Desk D	Black stapler			1
Desk D	Snowman mug			1
Desk D	Grandstream phone	GXP1400	20EYX4CD404F54ED	1
Desk D	Intertel phone	8520	1DC0C08372V5	1
Desk E	Logitech/Jabra Pouch			1
Desk E	Black hanging organizer			1
Desk E	Dell mouse			1

Location	Description	Model No.	Serial Number	Quantity
Desk E	Toshiba laptop computer		ZC409264G	1
Desk E	Grandstream phone	GXP1405	20EYXQZD80581E9E	1
Desk E	Intertel phone	8520	1DC2M05231WK	1
Desk F	Grandstream phone	GXP1400	20EYX4CD404F5UEB	1
Desk F	Intertel phone	8520	1DC2M05231WE	1
Desk G	Clear plastic organizer			1
Desk G	AVC computer fan		CG263NC	1
Desk G	Dell computer tower		12DQYB1	1
Desk G	Dell computer monitor		CN-0HC317-71618-57E-AG2W	1
Desk G	Grandstream phone	GXP1400	20EYX4CD404F54E8	1
Desk H	Dell computer monitor		CN-0KC147-46633-623-1VWL	1
Desk H	5" white binder			1
Desk H	Torn-apart Dell computer tower		D931J91	1
Desk H	Torn-apart Dell computer tower		2JBQYB1	1
Desk H	Grandstream phone	GXP1400	20EYX4CD404F54E6	1
Desk I	Clear plastic organizer			1
Desk I	HP mouse		FCYRV0AN34MBZV	1
Desk I	Logitech keyboard		SC73618	1
Desk I	Dell computer monitor		CN-054232-71618-472-BFVC	1
Desk I	Dell computer tower		F6CJ322	1
Desk I	Grandstream phone	GXP1405	20EYXQZD80581EA4	1
Desk I	Intertel phone	8520	IDC2M05463HY	1
Desk J	Black hanging organizer			1
Desk J	Black mesh organizer			1
Desk J	Intertel phone	8520	IDC2M04411P2	1
Desk J	Grandstream phone	GXP1400	20EYX4CD404F55C7	1
Desk J	Tinted cheetah sunglasses			1
Desk J	(opened) Dell computer tower		47HHMD1	1
Desk J	Dell keyboard		CN0RH65973571855045B	1
Desk J	Pink desk fan			1
Desk J	Dell computer monitor		CN-054232-71618-46M-AEMT	1
Desk K	Black cup organizer			1
Desk K	Hanging black organizer			1
Desk K	Grandstream phone	GXP1400	20EYX4CD404F54F3	1
Desk K	Dell Latitude D630 Laptop		2FT44J1	1
Desk K	Logitech speakers	S-00038		1
Desk K	Casto MS-80S Calculator			1
Desk K	Source mouse		YVYHYXHM8124	1
Desk K	Intertel phone	8520	1DC2M06232CF	1
Desk L	Spare change			\$2.96
Desk L	Dell mouse		403026331	1
Desk L	Dell keyboard		CN-0RH659-73571-06N-045E	1
Desk L	Intertel phone	8520	1DC2M04411MF	1
Desk L	Grandstream phone	GXP1400	20EYX4CD404F54F5	1
Desk L	Dell computer tower		GFDRPD1	1
Desk L	Dell computer monitor		CN-0T6116-71618-586-BDRV	1

<u>Location</u>	<u>Description</u>	<u>Model No.</u>	<u>Serial Number</u>	<u>Quantity</u>
Table T	Red-brown drawer/table desk (wood)			1
Table T	Dell keyboard		CN-0U473D-44751-089-02SQ-A00	1
Table T	Black binder			1
Table T	Purple binder (empty)			2
Table T	Stuffed baby in a carrier			1
Table T	Knee brace (black)			1
Desk R	Intertel telephone	8520	IDC2M0620IQL	1
Desk R	Black holder/organizer			1
Desk R	Logitech keyboard	Y-UT76		1
Desk R	Grandstream telephone	GXP1405	20EYXQZD80581EA3	1
Desk R	Dell Computer mouse			1
Desk R	Dell computer monitor		CN-0T6116-71618-5BI-ACFS	1
Desk R	Dell computer tower		2C6KJ81	1
Desk R	Red-brown desk (wood)			1
Desk R	2-drawer black metal filing cabinet			1
Desk Q	Red-brown desk (wood) with attached filing cabinet			1
Desk Q	Black plastic tray organizer			1
Desk Q	Pink stapler/grey stapler			2
Desk Q	Blue tape dispenser			1
Desk Q	Black metal oval organizer			1
Desk Q	HP keyboard	KU-1228		1
Desk Q	Logitech computer mouse	M310		1
Desk Q	16 G Lexar USB drive			1
Desk Q	Grandstream phone	GXP2140	20EYZMNEB0724B21	1
Desk Q	Intertel phone	8520	IDC0C08372MS	1
Desk Q	HP computer monitor		3CR3410S4B	1
Desk Q	UAttend Fingerprint Ethernet time clock		BN4000-C2340500	1
Desk Q	Dragon hat			1
Desk Q	First aid kits			2
Desk Q	Brown electronic thermometer			1
Desk Q	White 3-drawer cabinet (medium sized)			1
Desk Q	White 3-drawer cabinet (mini size)			1
Desk Q	Nikon D5300 digital camera		2614899	1
Desk Q	Nikon lens		21216582	1
Desk Q	Black portable charger			1
Desk Q	Black 3-hole puncher			1
Desk Q	HP AC adapter		3805036203	1
Desk Q	Belkin surge protector		071023626-00853	1
Area behind Desk Q	Netgear Pro Safe 5 port gigabit switch	GS105		1
Area behind Desk Q	2-drawer black metal filing cabinet			1
Area behind Desk Q	Pink pencil case			1

<u>Location</u>	<u>Description</u>	<u>Model No.</u>	<u>Serial Number</u>	<u>Quantity</u>
Area behind Desk Q	Silver metal paper tray			1
Area behind Desk Q	LG phone			1
Area behind Desk Q	Office Max gel-based stamp pad (unopened)			1
Area behind Desk Q	24-pack crayola colored pencils (unopened)			1
Area behind Desk Q	AA Energizer batteries (unopened)			1
Area behind Desk Q	Office Depot 10-pack 100 ct paper clips (unopened)			1
Area behind Desk Q	Black binder (paid & settled clients)			1
Area behind Desk Q	Staples file folder labels pack			5
Area behind Desk Q	Clear plastic box with lid & blue handles			1
Area behind Desk Q	Wood cabinet with 2 drawers			1
Area behind Desk Q	White multipurpose paper pack (unopened)			11
Area behind Desk Q	Patterned hankerchiefs			2
Area behind Desk Q	Surfing samurai robots book			1
Area behind Desk Q	Casio hand-held calculator	SL-300VC		1
Area behind Desk Q	Tan colored plastic cabinet (large)			1
Area behind Desk Q	Black & blue back brace			1
Area behind Desk Q	Wexford 8 pack of highlighters (unopened)			1
Area behind Desk Q	Hard-back writing pads (8 pack unopened)			3

<u>Location</u>	<u>Description</u>	<u>Model No.</u>	<u>Serial Number</u>	<u>Quantity</u>
Area behind Desk Q	Office Depot self-stick notes (18 pack unopened)			3
Area behind Desk Q	Plastic tab dividers (assorted) (unopened)			8
Area behind Desk Q	HP Officejet Pro printer/copier		1HA8ELFCKA	1
Area behind Desk Q	Black fabric cradle for baby			1
Area behind Desk Q	Black umbrella (1 broken)			2
Area behind Desk Q	Black polka-dot umbrella			1
Area behind Desk Q	3-drawer black filing cabinet			1
Desk M	Dell AC Adapter		CN-0DF266-71615-82Q-325D	1
Desk M	TI-30XIIS Calculator		K-0310M	1
Desk M	Dell Laptop		MGJDT-893B3-FXPR9-3C433-3XF6G	1
Desk M	Dell mouse	M-UARDEL7		1
Desk M	Pink file organizer			1
Desk M	Intertel phone	8520	1DC2M06072GS	1
Desk M	Grandstreamphone	GXP1405	20EYXQYD50514AF8	1
Desk M	Mint 3-drawer plastic small organizer			1
Desk M	Yellow Yoobi tape dispenser			1
Desk M	Egg-shaped light blue candy dispenser			1
Desk M	Clear stackable small tray organizer			1
Desk M	Purple & white polkadot pillow			1
Desk N	Hard drive opened/broken?		WMAMC5193220	1
Desk N	iHome computer mouse		1504000856	1
Desk N	Intertel phone	8520	1DC2M04291EE	1
Desk N	Grandstream Phone	GXP1400	20EYX4CD404F54F0	1
Desk N	Dell computer mouse	M-UANDEL1		1
Desk N	Hanging file organizer			1
Desk N	Dell keyboard		CN-0J4628-71616-595-0FUJ	1
Desk N	Dell computer monitor		CN-0M1609-46633-434-0M7S	1
Desk O	File organizer			1
Desk O	Dell keyboard		CN-0GVWNX-71616-48R-0QNS-A00	1
Desk O	Black umbrella			1
Desk O	Grandstream phone	GXP1405	20EYXQZD80581E9F	1
Desk O	Dell Mouse	M-UARDEL7		1

<u>Location</u>	<u>Description</u>	<u>Model No.</u>	<u>Serial Number</u>	<u>Quantity</u>
Desk O	Dell laptop		RJV9G-4DY3V-DG4K8-G8WQ9-8P2X3	1
Desk O	Dell AC adapter		CN-0DF266-71615-77L-0BCC	1
Desk O	Salt Life Tervis tumbler			1
Desk O	Intertel phone	8520	1DC0C074195Y	1
Desk P	Office Depot small calculator	0D-880		1
Desk P	Intertel phone	8520	IDC2M06153G3	1
Desk P	Grandstream phone	GXP1400	20EYX4CD404D95BC	1
Desk P	IBM computer mouse		23-016979	1
Desk P	Dell keyboard		CN-0U473D-44751-092-03TL-A00	1
Desk P	Dell monitor		MX-0W8690-48323-56M-5GXA	1
Desk P	Dell computer tower		5BZKPD1	1
Desk P	Black metal circle organizer (small)			1
Desk R	Grey hoodie			1

MARK BERNET, RECEIVER
LIFE MANAGEMENT SERVICES OFFICE INVENTORY
(12001 Science Drive, Suite 125, Orlando, Florida)

<u>Location</u>	<u>Description</u>	<u>Model No.</u>	<u>Serial Number</u>	<u>Quantity</u>
	Black paper holder			1
	Office Depot paper pads (12 pack)		35854 99400	1
	Filing cabinets			8
	Black filing folders			2
	Ativa paper shredder		DQ80M	1
	Office Depot file folders (50 pks)			4
	Priority mail label rolls			3
	Fellowes paper shredder		FS501145E10390216	1

MARK BERNET, RECEIVER
LIFE MANAGEMENT SERVICES OFFICE INVENTORY
(12001 Science Drive, Suite 125, Orlando, Florida)

<u>Location</u>	<u>Description</u>	<u>Model No.</u>	<u>Serial Number</u>	<u>Quantity</u>
	United States Postal Service bin			1
	Scotch laminator		1210035986	1
	Scotch laminating pouches (50 pack)			2
	One-touch "Staples" 3-hole puncher			1
	Black button-down white floral men's shirt			1
	Check-folio Harland Clarke			1
	Black checkbook with blank checks			1
	Black rolling office chairs	2083783067		2
	5 inch binder black – "License Book"			1
	Disney Frozen Metallic Jewelry tattoos – unopened			1
	Box of US PS mailing envelopes			1
	Haier mini fridge		BS0880EIG008KEAM 9943	1
	Large dark brown wood office desk			1
	Black organizer object – metal			1
	Office Max self-seal envelopes – unopened			2
	Medium binder clips – opened (2 12-packs unopened)			1
	Insignia USB 2.0 A/B Cable		15J23H	1
	Nikon battery charger		MH-24	1
	3 pc snap-off knife			1
	Toshiba AC/DC Adapter		PA3822U-1ACA	1
	Black office organizer – plastic			1
	Swingline black stapler			1
	Black keypad safe			1
	HP Officejet 950XL black ink cartridge (unopened)		CN045AN	1
	Windows 7 Home Premium CD			1
	"Really Useful Box" clear plastic box with lid and blue handles			1
	Axxess telephone		0U92M0207458	1
	Dell computer monitor		CN-0T6116-71618- 5B7-ABUN	1
	Dell keyboard		BCYRUOACP4R828	1
	HP Mouse		M-U0009-HP1	1
	Priority mail label roll			1
	Electronic cash register (Cassio)		5256012	1
	HP Officejet Pro printer		CN3B5FKGC1	1
	HP computer tower		4CE32701QL	1
	Black binder			1
	Black ink cartridge		14329 14421	1
	Motorized coin sorter (Magnif)		HK1409058	1

MARK BERNET, RECEIVER
LIFE MANAGEMENT SERVICES OFFICE INVENTORY
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<u>Location</u>	<u>Description</u>	<u>Model No.</u>	<u>Serial Number</u>	<u>Quantity</u>
	"1st" Playpen/crib			1
	United States Postal Service bins			3
	Pink camouflage blanket			1
	Black rolling office chairs	2083783067		3
	Steel-case rolling chairs	4331223		3
	ASUS laptop		B5N0CJ16455621E	1
	Binders			28
	Light green small trash can			1

MARK BERNET, RECEIVER
LIFE MANAGEMENT SERVICES OFFICE INVENTORY
(12001 Science Drive, Suite 125, Orlando, Florida)

<u>Location</u>	<u>Description</u>	<u>Model No.</u>	<u>Serial Number</u>	<u>Quantity</u>
Desk A	Grandstream Telephone	GXP 1405	20EYXQZE70691513	1
Desk A	Comfort Zone small fan		70322/CZ6CDXBKBL/ 112414	1
Desk A	Dell computer monitor		CN-0GC811-72872- 675-18UM	1
Desk A	Metal pen holder			1
Desk A	Dell keyboard		CN-0U473D-44751- 9A7-00KY-A00	1
Desk A	Dell computer tower		FG6KJ81	1
Desk A	Black metal 2-drawer filing cabinet			1
Desk A	Computer mouse Gear Head	OM3700UP		1
Desk B	Grandstream Phone	GXP 1405	20EYXQZE70692554	1
Desk B	Logitech computer mouse	M-UAE96		1
Desk B	Dell keyboard		CN-0RH659-73571- 7B300D3	1
Desk B	Black portable charger			1
Desk B	Dell computer tower		2BT8HD1	1
Desk B	Dell computer monitor		CN-0YG613-71618- 688-ADD3	1
Desk C	Clorox wipes			2
Desk C	Lysol spray			1
Desk C	Black tray			1
Desk C	Blue Swingline stapler			1
Desk C	Blue tray/box thing			1
Desk C	White alarm clock	7-4809A		1
Desk C	Mini blue box with white lid			1
Desk C	Germ-X			1
Desk C	Black metal 2-drawer filing cabinet			1
Desk D	Black metal paper tray organizer			1
Desk D	Separate paper tray (black/metal)			1
Desk D	Black metal pen holder			1
Desk D	Comfort Zone mini fan			1
Desk D	Hanging black file organizer			2
Desk D	Dell computer mouse	M-UAR DEL7		1
Desk D	Dell computer tower		26PY9F1	1
Desk D	Dell keyboard		CN-0U473D-44751- 96O-02P6-A00	1
Desk D	Dell computer monitor		CN-0M2771-48220- 492-007Z	1
Desk D	Canon printer/copier	NWQ17954		1
Desk D	Blue clipboard			1
Desk D	Black 3-drawer filing cabinet			1
Desk D	Black metal organizer tray			1
Desk D	Black oval metal organizer			1
Desk D	Blue chevron pencil case			1
Desk D	Blue paper pro stapler			1
Desk D	7-pocket 6-tab expanding file			2
Desk D	United States Postal Service bin			1
Desk D	Binder clip purple holder			1

<u>Location</u>	<u>Description</u>	<u>Model No.</u>	<u>Serial Number</u>	<u>Quantity</u>
Desk D	Cubicles			11
Desk D	Canon laser cartridge (unopened)			1
Desk D	"Brother" label printer/maker		U63880-L5Z762554	1
Desk G	Black metal cabinet			1
Desk G	Red sunglasses			1
Desk G	Black Swingline stapler			1
Desk G	Brown staple remover			1
Desk G	Dell computer monitor		CN-0T6116-71618-59D-AGIV	1
Desk G	Dell keyboard		CN-0KW240-71616-84N-1981	1
Desk G	Dell AC/DC Adapter		XDW0516312329	1
Desk G	Grandstream phone	GXP1400	20EYX4CD404F55CE	1
Desk G	IBM mouse		23-016295	1
Desk G	Dell computer tower		DF9LJ91	1
Desk F	Grandstream phone	GXP1405	20EYXQZE70691427	1
Desk F	Dell keyboard		CN-0U473D-44751-970-00ZC-A00	1
Desk F	Dell mouse		LZ004HC3D6M	1
Desk F	Dell computer monitor		CN-0T6116-71618-57B3-BD8J	1
Desk F	Dell AC/DC Adapter		XRW0551353560	1
Desk E	Wolf Mask			1
Desk E	Wells Fargo Pony			1
Desk E	Dell computer tower		759LJ91	1
Desk E	Huge rubber band ball			1
Desk E	IBM mouse			1
Desk E	Small black mesh organizer			1
Desk E	Blue staple remover			1
Desk E	Grandstream phone	GXP1405	20EYXQZE7069254B	1
Desk E	Compucessory keyboard	30221		1
Desk E	Dell computer monitor		CN-0T6116-71618-57R-AHEC	1
Desk E	Dell AC/DC Adapter		XRW0634564275	1
	Black trash can			1
	Patterned rolling chair	4331223		7
	Black rolling chair	2083783067		2
Desk J	Dell computer monitor		CN-0F534H-74443-89ATBC6T	1
Desk J	Grandstream phone	GXP1405	20EYXQZE70692552	1
Desk J	Dell computer mouse		HS844161V2P	1
Desk J	Logitech keyboard K120		DZL-Y-U0008(3)	1
Desk J	Dell AC/DC Adapter		XRW0602029729	1
Desk J	Dell computer tower		00045-637-480-187	1
Desk J	Black hoodie			1
Desk I	Purple/Blue zebra blanket			1
Desk I	Blue designed clipboard			1
Desk I	Clear blue container (w/\$10 in it)			1
Desk I	Black mesh cup			1
Desk I	Dell computer tower		3L8GWD1	1
Desk I	Dell computer monitor		CN-0M1609-40633-434-0N85	1

<u>Location</u>	<u>Description</u>	<u>Model No.</u>	<u>Serial Number</u>	<u>Quantity</u>
Desk I	Dell keyboard		CN-0W765837172-5AR-0TWE	1
Desk I	Grandstream phone	GXP1405	20EYXQZE70692555	1
Desk I	Blue Nano stapler			1
Desk I	Blue lighter			1
Desk I	IBM mouse		23-016977	1
Desk I	Cute design mouse pad			1
Desk H	HP Officejet 6830 printer		TH53N691CK	1
Desk H	Black metal filing cabinet			1
Desk H	Dell AC/DC Adapter		XRW0815241565	1

MARK BERNET, RECEIVER
LIFE MANAGEMENT SERVICES OFFICE INVENTORY
(12001 Science Drive, Suite 125, Orlando, Florida)

<u>Location</u>	<u>Description</u>	<u>Model No.</u>	<u>Serial Number</u>	<u>Quantity</u>
	Berkley Jensen toilet paper (open)			1
	5-pack Clorox Wipes			3
	5-pack Clorox Wipes (open)			2
	Lysol sprays			16
	Lysol Spray 3-pack			8
	Scott paper towels 16 pack (open)			1
	Shoulderback vacuum		C2401	1
	Ethernet rack			1
	Berkley Jensen paper towel pack			1

Room 14
(second kitchen)

MARK BERNET, RECEIVER
LIFE MANAGEMENT SERVICES OFFICE INVENTORY
(12001 Science Drive, Suite 125, Orlando, Florida)

<u>Location</u>	<u>Description</u>	<u>Model No.</u>	<u>Serial Number</u>	<u>Quantity</u>
	Rival toaster	16042		1
	Mr. Coffee coffeemaker	CHX24		1
	Wooden dish dryer			1
	Ceramic plate/bowl			1
	Sharp carousel microwave		D350116439	1
	Maytag white refrigerator		EW3808233	1

Mark J. Bernet, Receiver**INVOICE**INVOICE #16-1014-1
DATE: AUGUST 11, 2016

TO:

FOR:

MARK J. BERNET, as Receiver for Life Management Services of Orange County, LLC, et al.

Services rendered and costs incurred for the period 06/08/2016 through

DESCRIPTION	HOURS	RATE	AMOUNT
06/08/2016 – Telephone calls to/from attys for FTC and FLAG re entry of TRO, appointment as receiver, etc. (0.5); review/analyze Complaint, motion for TRO and TRO (1.4); e-mails to/from FLAG and FTC re immediate access set for 06/09/2016 (0.4); preparations for taking custody and control of telemarketing companies (includes internet research on defendants) (2.4)	4.2	325.00	1,365.00
06/09/2016 -- Prepare for and serve immediate access order, take control of telemarketing company, interview employees, review/analyze documents, coordinate copy and review of ESI and paper documents, inventory of assets, prepare notes, etc. (actual time was over 17 hours)	12.0	325.00	3,900.00
06/10/2016 – Continued review/analysis of documents and ESI (3.5); continued interview of employees (1.4); notes on interviews (0.5); review materials from financial institutions re asset freeze (0.4); telephone call to/from A. Cove re status (0.5); work on Receiver's Initial Report (2.4)	8.0	325.00	2,600.00
06/12/2016 – Prepare letter to banks regarding transfer of funds (0.3); further work on Receiver's Initial Report (1.5)	0.0	325.00	0.00
06/13/2016 – Discussions with FTC and FLAG re various issues relating to discovery, financial condition of defendants, etc. (0.5); analyze TRO regarding expedited discovery provisions (0.3); e-mails to/from A. Cove re yacht, accountants, etc. (0.4); arrange with Bank to open receivership accounts (0.3)	1.3	325.00	422.50
06/14/2016 – Prepare document request to Shannon Guice (0.5); prepare interrogatories to Kevin Guice (0.3); discussions with Plaintiffs re Preliminary Injunction, asset transfers, etc. (0.4); work on Receiver's Initial Report (1.2)	2.1	325.00	682.50
06/15/2016 – Discussions with FTC and FLAG re depositions, document requests, etc. (0.5); prepare document requests (0.4); work on Receiver's Initial Report (2.5); Coordinate subpoenas for depositions (1.1)	4.0	325.00	1,350.00
06/16/2016 – Efforts at coordinating subpoenas for deponents	0.5	325.00	162.50
06/17/2016 – Review of various sworn statements and financial disclosures	1.0	325.00	325.00

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EXHIBIT E

06/20/2016 – Prepare for and participate in depositions of Kevin Guice, Shannon Guice and Nikki McNealy (8.5); site visit to Science Drive facilities, coordinate inventory, etc. (1.5); notes concerning depositions (1.0)	9.0	325.00	2,925.00
06/21/2016 – Prepare for and conduct/participate in depositions of John Kunz, Christine Jones and Harry Wahl (8.5); work on presentation for Court for preliminary injunction hearing (1.4); analysis of BOA records for YCC (0.4); meeting with FTC and FLAG re preliminary injunction hearing (0.5)	9.0	325.00	2,925.00
06/22/2016 – Prepare outline of presentation to Court for Preliminary Injunction Hearing (3.4); prepare for and attend Preliminary Injunction Hearing, including negotiation/mediation between Plaintiffs and Defendants concerning living expenses for Wahls (1.3); review and revise subpoenas/records requests for CRE Federal Credit Union, accounting firms (1.3); prepare subpoena duces tecum for Net Voip (robocaller) (0.7)	6.1	325.00	1,690.00
06/23/2016 – E-mails to/from atty for Christine Jones (principal of YCC) regarding access to YCC's bank accounts (0.4); review/analyze bank statements of YCC (1.5); open bank accounts (0.5); finalize subpoenas to Net Voip, CRE Federal Credit Union, and two accountants (0.4); prepare letters to accountants re company records, TRO, subpoenas, etc. (0.7); telephone calls to/from SunTrust regarding accounts, funds in accounts, etc. (0.3); discussions with attorneys for FTC re status of various matters (0.4);	3.8	325.00	1,235.00
06/24/2016 – Review/analyze YCC BOA accounts (0.5); e-mails to/from paralegal re logistics of inventory (0.5); conference call with FTC attys regarding YCC (0.4); e-mails and telephone calls to/from A. Cove re YCC, yacht, etc. (0.5)	1.7	325.00	617.50
06/27/2016 – Prepare First Notice to Consumers (1.2); analysis of accounting information (such as it is) and need for further accounting and corporate records from Receivership Defendants (0.6); arrangements for mail, telephones, etc. (0.5);	2.1	325.00	682.50
06/28/2016 – Efforts at obtaining financial and other information (1.1); prepare letters to counsel for principals of Receivership Defendants demanding documentation, accounting records, etc. (1.2); work on Receiver's Initial Report (1.4); discussions with FTC attorneys re telephone system, notice to consumers (0.3); review declarations concerning Grasshopper and FreedomVoice (telephone service providers) (0.4); analysis of applicability of Telemarketing Bond posted by Receivership Defendants and e-mails to/from FLAG re same (0.5)	4.1	325.00	1,332.50
06/29/2016 – telephone call from Ohio attorney representing Net Voip re subpoena response, nature of business, etc. (0.4); negotiate turnover and liquidation of Tuff Life II (0.5); prepare Settlement Agreement pertaining to Tuff Life II (1.0); review/analyze bank statements and summaries of transfers to various persons (1.1); discussions with auctioneer re possible auction sale of Tuff Life II (0.3); analysis of possible claim on telemarketing band (0.3)	3.2	325.00	1,040.00
06/30.2016 – prepare draft of motion to approve settlement agreement between K. Guice and Receiver (1.3); negotiate terms of motion re sale of Tuff Life II (0.4); research re industry standard for yacht broker's commissions and telephone calls to yacht brokers re same (0.5); telephone call to auctioneer re fee structure, mechanics of selling yacht, etc. (0.4); review documents from K. Guice re Tuff Life II and forward same to auctioneer, with e-mail discussion (0.5);	2.8	325.00	910.00

07/05/2016 – Telephone calls to attys for Wahls and McNealy re motion to sell Tuff Life II and re documents (0.4); review correspondence from McNealy and Wahls attys re documents (0.3); review/analyze TD Bank account statements (0.4); revise/finalize motion to approve settlement agreement with K. Guice and for authority to sell Tuff Life II (0.3); telephone calls and e-mails to/from FLAG regarding contact information for John Samples (pilot for Tuff Life II) (0.2); prepare letter to J. Samples regarding Tuff Life II and re \$245,000 transferred to him (0.5); telephone call from Ramon Martinez, CPA (Central Florida Accounting) regarding subpoena, his failure to respond, etc. (0.2)	2.1	325.00	682.50
07/06/2016 – Prepare letter to TD Bank re funds in account (0.3); telephone calls and e-mails to/from CPA from Central Florida Accounting regarding response to subpoena (0.4); revise motion relating to Tuff Life II to reflect non-cooperation of atty for Jackowski and arrange to file same (0.2); telephone call from atty for Jackowski regarding motion to sell Tuff Life II and re documentation from LPSOFFLA, LPSOFFLORIDA and YFC (0.4); discussions with auctioneer re sale strategy concerning Tuff Life II (0.4); telephone call from new atty for Net Voip re subpoena (0.2)	1.7	325.00	552.50
07/07/2016 – Revise form letter for returning checks to consumers (0.2); conference call with attys for FTC and FLAG re notice to consumers, Tuff Life II, etc. (0.5); telephone call to chambers regarding possible order approving motion to sell Tuff Life II (0.3); review monthly bank statements and balance accounts (0.3); follow up with Grasshopper and VoiceFreedom re rollover line (0.6); prepare script to record for voice mail and e-mails to/from plaintiffs re same (0.5); website maintenance, regarding notices to consumers (0.7)	2.8	325.00	910.00
07/08/2016 – Telephone calls and e-mails to/from J. Samples re Tuff Life II, money transferred to him for yacht, etc. (0.5); telephone call to auctioneer re J. Samples (0.2); e-mails to/from banks re funds (0.2); work on Receiver's Initial Report (2.3)	2.0	325.00	650.00
07/12/2016 – Review/analyze documents provided by Net Voip in response to subpoena (0.6); e-mails to/from FTC and FLAG re Net Voip, need for new subpoena re other Ullah entity (0.4); prepare subpoena for Total Security Vision (0.7); telephone call from atty for landlord re status, possible exit strategy, and follow-up e-mail re same issues (0.7); analysis of Grasshopper lines (0.3); call to J. Samples re inspection of Tuff Life II (0.3)	2.7	325.00	877.50
07/13/2016 – Meeting with John Samples and harbor master re Tuff Life II (1.0); inspect Tuff Life II with auctioneer, prepare for sale (2.2); telephone call from landlord re status of occupancy (0.3); NOTE – TRAVEL TIME TO/FROM TAMPA/PORT CANAVERAL NOT INCLUDED	3.1	325.00	1,007.50
07/14/2016 – conference call with FTC and FLAG regarding status, issues associated with Tuff Life II, issues regarding M. Ullah's companies (0.5); e-mails to/from Harbor Master re sums owed for Tuff Life II and arrange for payment of same (0.4); review magistrate's Report & Recommendation regarding motion to sell Tuff Life II (0.2); e-mails and telephone calls to/from auctioneer regarding marketing of Tuff Life II, logistics of auction, etc. (0.5);	1.4	325.00	455.00
07/15/2016 – Telephone calls from consumer-victims (composite time entry) (0.3); analysis of marketing plan for Tuff Life II and e-mails to/from J. Samples re prepping boat for sale (0.5)	0.7	325.00	227.50
07/20/2016 – Discussions with auctioneer re logistical issues associated with upcoming auction (0.4)	0.3	325.00	97.50

07/21/2016 – Discussions with auctioneer re logistics for auction of Tuff Life II (0.5); prepare letter to J. Samples re prepping yacht (0.2)	0.6	325.00	195.00
07/25/2016 – telephone call from auctioneer re status, auction venue, etc. (0.3); review online marketing materials (0.5); telephone call to J. Samples re work on teak, need for Marine Survey, etc. (0.3)	0.5	325.00	162.50
07/26/2016 – Discussions with J. Samples and J. Harris re Tuff Life II (0.3); work on Receiver's Initial Report (1.4)	0.5	325.00	162.50
07/27/2016 – Work on Receiver's Initial Report (4.3) conference call with attorneys for FTC re status, etc. (0.5); discussions with auctioneer re Tuff Life II (0.3)	4.6	325.00	1,495.00
07/28/2016 – Work on Receiver's Initial Report, including review of deposition transcripts, business analysis, etc. (2.7);	<u>2.4</u>	<u>325.00</u>	<u>780.00</u>
TOTAL	100.3	325.00	\$32,597.50

EXPENSES

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
06/08/2016	Refreshments for team of 15 for service of TRO	\$ 29.29
06/09/2016	Mileage – Roundtrip Tampa/Orlando (196 miles @ \$0.54/mile)	105.84
06/09/2106	Locksmith	672.04
06/10/2016	Mileage – Roundtrip Tampa/Orlando (196 miles @ \$0.54/mile)	105.84
06/20/2016	Mileage – Roundtrip Tampa/Orlando (196 miles @ \$0.54/mile)	105.84
06/22/2016	Mileage – Roundtrip Tampa/Orlando (196 miles @ \$0.54/mile)	105.84
07/07/2016	Fee to Open New Post Office Box with United States Postal Service	85.00
07/13/2016	Mileage – Roundtrip Tampa/Port Canaveral (258 miles @ \$0.54/mile)	<u>139.32</u>
TOTAL		\$1,349.01