Winnett Perico, Inc. 2013 Monthly Profit and Loss

	Jai	n	Fe	b	Ma	ır	Ар	r	Ma	ay	Jur	1	Jul		Aug	5	Sep	)	Oc	t	Nov	/	Dec	
Sales	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-				
Foresteen																								
Expenses:																								
Office Supplies - Staples																			\$	53.49				
Fax service - Efax	\$	12.95	\$	12.95	\$	12.95	\$	12.95	\$	12.95	\$	12.95	\$	12.95	\$	12.95	\$	12.95	\$	12.95				
Internet Service - Optimum	\$	51.24	\$	51.24	\$	51.24	\$	51.24	\$	51.24	\$	51.24	\$	51.24	\$	51.24	\$	51.24	\$	51.24	\$	51.24		
Website - Network Solutions, GoDaddy											\$	12.95	\$	12.95	\$	12.95	\$	12.95	\$	115.83	\$	20.97		
Phone - Skype	\$	2.99	\$	2.99	\$	2.99	\$	2.99	\$	2.99	\$	2.99	\$	2.99	\$	2.99	\$	2.99	\$	2.99				
Investment Banking Fees - C. Jackson															\$	750.00								
Other Expenses																			\$	10.00				
Monthly Loss	\$	67.18	\$	67.18	\$	67.18	\$	67.18	\$	67.18	\$	80.13	\$	80.13	\$	830.13	\$	80.13	\$	246.50	\$	72.21	\$	-
Year To Date Loss	Ś	67.18	Ś	134.36	\$	201.54	Ś	268.72	Ś	335.90	Ś	416.03	Ś	496.16	\$ 1	1.326.29	\$ :	1.406.42	Ś	1.652.92	\$ :	1.725.13	\$ 1.7	725.13



P.O. Box 15284 Wilmington, DE 19850

DENNIS S BREWER 450 ISLAND RD APT 35 RAMSEY, NJ 07446-1137

#### Customer service information

② Customer service: 1.800.432.1000

TDD/TTY users only: 1.800.288.4408

En Español: 1.800.688.6086

Account number: 3810 0749 5308

**o** bankofamerica.com

Bank of America, N.A. P.O. Box 25118 Tampa, FL 33622-5118

## Your MyAccess Checking

for August 29, 2013 to September 26, 2013

### Account summary

Beginning balance on August 29, 2013	\$755.31
Deposits and other additions	60.00
Withdrawals and other subtractions	-811.04
Checks	-0.00
Service fees	-12.45
Ending balance on September 26, 2013	-\$8.18

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To get started, visit www.bankofamerica.com/deals or tap the "Deals" icon in Mobile Banking.



Scan this QR code with your smartphone and start picking your deals now.

LP Evidentiary Exhibits Page 009903

11/30/2022

## IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

Change of address - Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit agreement – When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account. including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

Tell us your name and account number.

Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.

Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree to not make a claim against us for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

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Bank of America, N.A. Member FDIC and



**Equal Housing Lender** 

DENNIS S BREWER | Account # 3810 0749 5308 | August 29, 2013 to September 26, 2013

## **Deposits and other additions**

Date	Description			Amount
09/03/13	Bkofamerica Atm 09/03 # <mark>000003114</mark> Deposit Ramsey	Ramsey	Nj	60.00
Total depo	sits and other additions			\$60.00

### Withdrawals and other subtractions

Date	Description	Amount
08/29/13	Charles Jackson Bill Payment	-750.00
08/29/13	SHOPRITE RAMSE 08/29 #000594814 PURCHASE 2 INTERSTATE PLAZ RAMSEY NJ	-2.49
09/03/13	CHECKCARD 0826 SKYPE COMMUNICATIO LUXEMBOURG 74547063243010240164508	-2.99
09/09/13	CHECKCARD 0906 NETWORK SOLUTIONS, LLC 888-642-9675 VA 24610433249004009061043	-12.95
09/09/13	CHECKCARD 0907 STARBUCKS #07271 RAMSEY Ramsey NJ 24692163250000541311797	-5.56
09/16/13	Capital Bank/Open Sky Bill Payment	-25.00
09/24/13	CHECKCARD 0919 SKYPE COMMUNICATIO LUXEMBOURG 74547063267070159749880	-12.05
Total withd	Irawals and other subtractions	-\$811.04

### Service fees

Date	Transaction description	Amount
09/03/13	CHECKCARD 0826 SKYPE COMMUNICATIO	-0.09
09/24/13	CHECKCARD 0919 SKYPE COMMUNICATIO	-0.36
09/26/13	Monthly Maintenance Fee	-12.00
Total service	ce fees	-\$12.45

Note your Ending Balance already reflects the subtraction of Service Fees.

# Paperless statements. Very smart.

Switching to paperless documents helps make secure record keeping easier. You can find, view, download and print any time—all in one place. You get email notifications when your statements are ready. Plus, it can help reduce the risk of mail fraud and identity theft.

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BANK OF AMERICA MERRILL LYNCH 6900 WESTCLIFF DRIVE LAS VEGAS, NV 89145 94-72

17636

DATE

07/30/2015

AMOUNT

100,000.00

Pay

to the Order of:

WINNETT PERICO INC ATTN: DENNIS BREWER 450 ISLAND ROAD #35 RAMSEY NJ 07446

One hundred thousand and 00/100

Clock

MP

"O 1 76 3 7 " 12 1 2 2 4 0 0 7 2 4 12 5 0 1 0 1 4 7 7 8 4 3 2 1"

## PREFERRED TRUST COMPANY, LLC

17637

DATE:

07/30/2015

CHECK NO:

17636

ACCOUNT NAME:

AMOUNT OF CHECK:

100,000.00

ACCOUNT NUMBER:

404000191 - Smith, Dean T., Traditional ...

PAYEE:

Winnett Perico, Inc

**DESCRIPTION:** 

Purchased 10,000 par value @ \$10.0000 of Winnett Perico, Inc \_PP201 of Winnett...



P.O. Box 25631 Yuma, AZ 85367 Phone 928-329-1449 Fax 344-6160 BlueSkySearch.com

## **Invoice**

Date	Invoice #
8/22/2015	0815-8420

Bill To

WinnettOrganics Dennis Brewer 1635 Foxtrail Drive Loveland, CO 80538

Ad Number	Job Title	Location	Start Date	End Date	e Terms
8420			8/22/2015		Due on receipt
Quantity	Descr	ription	Price Eac	h	Amount
4	4 Pack Employer Direct Ads			223.75	895.00
			L <sub>_</sub>		

**Total** \$895.00

Your order will be on its way soon. Look for the shipping confirmation email in your inbox.

Questions? Visit our help page or contact us directly.

To check the status of your order at any time, click here.

### Here are your order details:

Order Date: **8/24/2015**Delivery Option: **Standard** 

You can expect to receive your order in 5 Business Days.

Payment Type : Visa Card Number : 3367

Authorization Code: 761406

Preview:	Description:	Qty:	Price:
Documents			
	Signature Business Card Item #: BDX-001 Share	500	\$35.00
Options			
	Color Back Side Item #: BE4-001	-	\$16.00
	Signature Glossy Item #: BE7-001	-	FREE
	Website Coupon Item #: 950-001	-	(\$17.78)
		Merchandise:	\$51.00
		Coupons:	(\$17.78)
		Shipping Charges:	\$13.99
		Tax:	\$0.00
		Total:	\$47.21

### **Shipping To:**

Dennis Brewer Winnett Perico 5151 E Broadway Blvd Tucson AZ 85711 US

#### **Billed To:**

Dennis Brewer 450 Island Rd 35 Ramsey NJ 07446 US

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28 Vernon Street, Suite 413 Brattleboro, VT 05301

**BILL TO** 

Winnett Perico Attn Dennis Brewer 450 Island Road #35 Ramsey, NJ 07446



Invoice

DATE INVOICE #

8/25/2015 2012895

MEMBER ID#

TERMS DUE DATE

New Memb... 8/25/2015

DESCRIPTION	AMOUNT
Membership Dues September 30, 2015 to September 30, 2016	360.00

**Total in US Funds** 

\$360.00

We appreciate your prompt payment. You may remit a check/call with credit card information or for wire instructions: Jaclyn Root 802-275-3811 or email jroot@ota.com . OTA dues are tax deductible as a business expense. U.S. members note: 10% lobbying portion must be reported as an after tax expense.



## **Intelligent Office Membership Agreement**

### Service Categories:

- Facilities Only Professional address and receipt of mail with option to use conference rooms and offices
- O Business Identity Live Professional address package with entry-level office usage and communications
- O Intelligent Assistant® Full-service, professional live answer receptionist trained as a member of your staff
- O Dedicated Office Leased office space for a designated term with Intelligent Assistant®

COMPANY NAME:	Winnett Peri	СО		
Billing Contact: Denn	is Brewer			
Street Address: 5151	E Broadway Blvd	Suite 1600		
City: Tucson		State:	Arizona	Zip Code: 85711
Phone Number: (970)	744-3205		Office:	
Email Address: denn	is_brewer@win	nettorganics	.com	

Detailed Membership Information:	Recurring Monthly Fee	Installation
Facilities Only (Mail Box)	\$75.00	\$75.00
Business Identity Live		
Intelligent Assistant® Options:		
Intelligent Assistant® (100 Calls Included, Over @ 1.50/Call)	\$199.00	\$75.00
Simple Forward		
Screened Forward		
Per Call Plan		
With Business Identity Live		
Additional Members		
Dedicated Office		
Additional Services:		
1) Professional Business Address	\$0.00	
2) Private Locked Mailbox	\$0.00	
3) 24/7 Access	\$0.00	
4) Access to Conference Rooms and Offices	\$0.00	
5) Administrative Support	\$0.00	
NOTES: TOTAL:	\$274.00	\$150.00

Recurring Monthly Fee:	\$274.00	
One-time Installation:	\$150.00	Adjustments:
Deposit:	\$274.00	
TOTAL INITIAL PAYMENT:	\$698.00	

IO Phone Number:

www.intelligentoffice.com

Start Date:

#### TERMS AND CONDITIONS RIDER

- 1. Facilities Only allows the Member to use the address of the center (the "Center") specified in the Membership Agreement as the Member's business address for purposes of receiving mail. The Member may not use the Center's address as the address of its registered office for purposes of incorporation or for any other purpose designated by Intelligent Office.
- 2. Business Identity Live includes the Facilities Only services and allows the Member the following:
  - · Use of conference rooms and other business services on demand (to the extent available) at Intelligent Office's standard fees.
  - · Full-time receptionist with live personal telephone answering during normal business hours and voicemail service after business hours;
  - · A listing in the office directory in the building in which the Center is located, if available.

Business Identity Live allows the Member to receive phone calls and faxes to an Intelligent Office dedicated business telephone number and to have Intelligent Office answer those calls in the company or business name designated by the Member. Intelligent Office will handle calls, faxes, and mail in the manner specified by the Member, who must pay for all related forwarding and service charges. Private or office-space time may be used only in eight-hour (full day) increments in an office specified for that particular use. Time not used in any month may not be carried forward to a subsequent month. Private-office-space time is only for the location specified in the Membership Agreement and may not be used at another Intelligent Office Center. Private-office-space time is only for private offices and may not be used for other Intelligent Office services such as conference-room space. Intelligent Office alone determines the private-office space assigned to the Customer. Notwithstanding anything in the Membership Agreement to the contrary, the Member must pay for Private Office Services in advance, not later than the tenth of the month for that month's services. For live personal answering of 10 or fewer calls a month, the fee for Business Identity Live services is included; for 11 or more calls a month, the fee will be adjusted according to the volume of actual calls.

- 3. Intelligent Assistant® entitles the member to receive phone calls and faxes to an Intelligent Office dedicated business telephone number and to have Intelligent Office answer those phone calls in the company or business name, designated by the member. If desired, a member may add Business Identity Live to Intelligent Assistant which allows the member:
  - · Facilities Only address and mail services;
  - · A listing in the office directory in the building in which the Center is located, if available.
  - . Use of conference rooms and other business services on demand (to extend available) at Intelligent Office's standard fees.
- 4. Dedicated Office entitles the member to have and use a private full-time office, with 24/7 access, in addition to Intelligent Assistant Services.
- 5. The Member must use any Intelligent Office Services it purchases under the Membership Agreement in accordance with the Policies and Procedures attached to the Membership Agreement. Intelligent Office may supplement and revise the Policies and Procedures from time to time, and the Member must comply with such supplements and revisions. The Policies and Procedures, as supplemented and revised, are considered part of the Membership Agreement, being incorporated by reference.
- 6. The rights granted the Member under the Membership Agreement (including the right to use private office space) may not be assigned to, or used by, anyone other than the Member, OR those registered with the member's account and approved by Intelligent Office.
- 7. Intelligent Office may immediately terminate the Membership Agreement if:
  - · The Member becomes the subject of an insolvency, bankruptcy, receivership, or like proceeding.
  - The Member fails to timely pay any amount due under the Membership Agreement or otherwise defaults under the Membership Agreement (such defaults including failing to comply with the Policies and Procedures);
  - . The Member defaults under any agreement with any other Intelligent Office Center; or
  - The Member uses any of the services provided under the Membership Agreement for obscene, immoral, scandalous, or unlawful purposes; or for any purpose, or in any manner, that will harm the Center's, or the Intelligent Office trademark's, good will or public reputation. Upon termination, the Member must pay Intelligent Office all fees that would have been due during the remainder of the term had the Membership Agreement not been terminated; and the Member must indemnify Intelligent Office for all liabilities, damages, and expenses it incurs, or to which is becomes subject, because of termination or the acts of omissions on which termination is based.
- 8. The Center is an independently owned and operated franchise of the Intelligent Office franchise system. Accordingly, the Member understands that it is entering the Membership Agreement with a franchisee and not with the franchisor of that system, The Intelligent Office System, LLC, who is not a party to the Membership Agreement and is not bound by, or liable under or in connection with, the Membership Agreement.
- 9. The Membership Agreement is governed by the law of the state in which the Center is located.
- 10. Intelligent Office and the member must comply with all applicable U.S.Postal Service laws and regulations concerning the delivery and receipt of mail.
- 11. The Provisions of this Section apply only if the Member is purchasing a Facilities Only Membership. The Member must complete and sign U.S. Postal Service Form 1583 to receive mail and packages at the Center. Intelligent Office may disclose the Membership Agreement and Form 1583 to the U.S. Postal Service and law-enforcement and other governmental agencies, as well as others to whom it is lawfully required to do so. The Member must also complete and sign any other documents that may be needed regarding service of process. The Member must use, without modification, the exact mailing address, including Private mailbox designation, in the manner required by Section 3 of Form 1583. The delivery address for all mail sent to the Member at the Center must be presented as follows:
  - Line 1 the Member's name or other identification;
  - Line 3 Street number; and
  - City, State and ZIP Code.

The U.S. Postal Service may return improperly addressed mail to the sender with the endorsement "Undeliverable as Addressed, Missing PMB or # Sign"

- 12. After the expiration or sooner termination of the Membership Agreement, Intelligent Office will return to the sender of all mail addressed to the Company that is received by the Center. At such time, the Member must notify all relevant parties of its new address. The Member must not file a change-of-address form with the U.S. Postal Service.
- 13. Intelligent Office is not liable for loss or damage, or deemed in breach of the Membership Agreement, if its failure to perform its obligations results from any of the following causes:
  - Telecommunications and utilities interruptions (including loss of Internet and electrical service), computer malfunctions (including malfunctioning computer hardware and software and peripherals), extreme weather and climatic conditions (including hurricanes, lightning, cyclones, and flooding), transportation shortages or inadequate supply of equipment, merchandise, labor, material, or energy;
  - · Compliance with any applicable law;
  - War, acts of terrorism, strikes, natural disaster, or acts of God; or
  - Any cause beyond its control.

Any delay in Intelligent Office's performance resulting from any of those causes extends the time for performance accordingly or excuses performance, in whole or in part, as may be reasonable Without limiting the generality of the foregoing, the Member acknowledges that services involving, or depending upon computers or the Internet may be unreliable and that services interruptions thus will occur even in the exercise of the greatest care. Accordingly, Intelligent Office disclaims any representations, warranties, and covenants -express or implied-that the services it is obligated to perform that involve, or depend upon, using computers, software, or the Internet will be provided free from interruption or malfunction.

- 14. THE PARTIES WAÎVE TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, EAST IS LIMITED TO THE RECOVERY OF ACTUAL DAMAGES IT SUSTAINED. INTELLIGENT OFFICE'S LIABILITY FOR SUCH ACTUAL DAMAGES IS LIMITED TO THE AMOUNT THE MEMBER PAID FOR THE SERIVCE OR SERVICES FROM WHICH THE DAMAGE OR DAMAGES WERE SUSTAINED. INTELLIGENT OFFICE HAS NO LIABILITY FOR ANY DEFAULT UNDER THE MEMBERSHIP AGREEMENT OR FOR ANY ACT OF OMISSION RELATING TO THE U.S. POSTAL SERVICE'S OR ANY COMMERCIAL COURIER OR CARRIER SERVICE'S FAILING TO DELIVER ANY ITEM, OR FAILING TO DO SO IN A TIMELY MANNER, OR INTELLIGENT OFFICE MAKES DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT THE U.S. POSTAL SERVICE WILL DELIVER OR FORWARD THE MEMBER'S MAIL OR DO SO IN A TIMELY MANNER.
- 15. As a client, your company will be working closely with highly trained and personable employees of The Intelligent Office. We value our staff and understand the attraction to hire these people for other employment. Therefore, should any of The Intelligent Office staff be induced or diverted to employment with your company while employed by Intelligent Office or within 6 months of being an employee of Intelligent Office, it is agreed that The Intelligent Office will be recognized as providing employment services to your company. The cost of such services shall be deemed to be the equivalent to three months of affected employee's salary, payable to The Intelligent Office at the time of employing an Intelligent Office staff member.
- 16. The Membership Agreement and the attached Policies and Procedures and riders and other agreements expressly referred to in the Membership Agreement represent the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersede all other negotiations, understandings and representations if any made by and between the parties. No representations, inducements, promises or agreements, oral or otherwise, if any, not embodied herein are of any force and effect. The provisions of the Membership Agreement may be amended, supplemented, waived or changed only by a written document signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought and making specific reference to the Membership Agreement.

Client Initial:

MG

Payment Details: You will receive your invoice by email, unless other instructions are provided. Your invoice will always be sent on the 1st of the month. Should the 1st fall on a w preceding Friday. Monthly invoices/statements include recurring charges billed in a prior. Mailed billings are subject to an additional fee. Overdue payments are subject and declined EFT's are subject to a return fee. Your invoice will be sent to the email any of your contact information changes at any time, please make sure to let us known current information.	advance and variable expenses for the month ct to a per month late fee. Returned checks laddress listed on page 1 of this agreement. If
This agreement will be in effect for a period of 3 months between the until terminated in writing with thirty (30) day notice by either party. Base me the agreement term. When the contract term is completed, the account will contract the additional monthly option fee. With renewal of the agreement, there will be	ontinue service on a month-to-month basis with
Monthly Payment Method:	
☐ Electronic Funds Transfer Due Date:	
Non-EFT Payment Payments are due by	the 5th of each month
Specify Method of Payment	
Please fill out attached billing form.	
Member acknowledges that he/she has read all the foregoing provisions in the Membership Agr Conditions Rider that follows, and agrees to be bound by all those provisions.	reement, and all the provisions in the Terms and
Carmin & Brewer	
ignature of Member	
Printed Name:	
Today's Date 8/24/15	
Prepared By: Jim Fisher	



Intelligent Office www.intelligentoffice.com 5151 East Broadway Blvd Tucson, AZ 85711 520-512-5400



## AGREEMENT FOR PRE-AUTHORIZED PAYMENTS

Card Type: XXXVisa	Master Card	American Express	
Company Name:	Winnett Perico	-	
Card Holder Name:	Dennis Brewer		
Card Number:	4737024022563367		
Zip Code:	Expiration Date:	_Billing Phone:970-744-32	205
upon becoming a member of THE notify THE INTELLIGENT OFFICE invoices provided to me (us) each later than the 4 <sup>th</sup> (for fixed fees) or	n payment of fixed and variable expen- INTELLIGENT OFFICE (10 TALENT) of any exception I (we) might have the month. Such notification must be pro- ticted by the for variable fees) of each more OFFICE is authorized to proceed with voices provided.	S LLC.) I (we) will be responsible nese charges as documented by rided to THE INTELLIGENT OFF oth. Without provision of such	to the ICE no
has received written notice from m	ull force and effective until the INTELL ne (us) of termination of services throu IE INTELLIGENT OFFICE a reasonab	gh THE INTELLIGENT OFFICE	in such
I (we) authorize THE INTELLIGEN account indicated above.	NT OFFICE (10 TALENTS, LLC.) to ini	tiate debit entries to my (our) cre	dit
Card Holder Signature:	2mip & Bewer	Date:	
Agent of the Intelligent Office	e:	Date:	
Intelligent Office of Tucson 5151 E. Broadway Blvd. Tucson, AZ 85711 Ph. (520) 512-5400	Master Card VISA MERICAN DOORS STATE OF THE	Intelligent Office of Oro Valle 1846 E. Innovation Park Dr. Oro Valley, AZ 85755 Ph. (520) 318-5400	у

Fax (520) 512-5401

Fax (520) 318-5701

PURPOSE:	General exp	penses	-					PERIOD:		5/2/20	)15
EMPLOYEE IN	IFODMATIO	M.							То		
Name	Dennis Brev			Position	CEO						
Department	Definis bree	WC1	-	Manager	020		-	Employee ID			
Dopar interne			_	Wariagor			_	Employee 12			
Date	Account	Description	Hotel	Transport	Fuel	Meals	Phone	Entertainment	Misc.	To	otal
7/16/2015		EquityNet Subscription - Jul							\$ 199.00	\$	199.00
5/2/2015		Delta Air JFK DXB, Sheraton	\$ 113.00	\$ 979.00						\$ 1,	092.00
8/25/2015		BofA Overdraft and fees							\$ 9,280.36	\$ 9,	280.36
8/25/2015		Gail Dean - expense advance							\$ 550.00	\$	550.00
8/24/2015		EquityNet Subscription - Aug							\$ 199.00	\$	199.00
8/24/2015		OTA Membership							\$ 360.00	\$	360.00
										\$	-
8/25/2015		Advance to PayPal WP acct							\$ 5,000.00	\$ 5,	00.00
8/24/2015		AZ Registration - Company Corp.							\$ 949.00	\$	949.00
										\$	-
8/24/2015		Vistaprint Business Cards							\$ 47.21	\$	47.21
8/25/2015		Skype credit							\$ 25.00	\$	25.00
8/26/2015		Intelligent Ofc phone and mail svc							\$ 698.00	\$	698.00
8/25/2015		PHX TUS trip 8/30-9/13	\$ 846.78	\$ 1,225.81					ψ 070100		072.59
		·	,	, ,						\$	-
		0 10	\$ 959.78	\$ 2,204.81	\$ -	\$ -	\$ -	\$ -	\$ 17,307.57		
	8	Semio & Bewer							Subtotal	\$ 20,	472.16
SIGNED:		SHIME LEWON		NOTES:					Advances		
APPROVED:								_	Total	\$ 20,	472.16



WINNETT PERICO, INC. FBO: DOUGLAS J. PETERSEN 47 WESTVIEW DR BROOKLINE NH 03033-2438

000047

WORKERS CREDIT UNION 401K PLAN ATTN: JOHN M DOOLIN PERSONAL AND CONFIDENTIAL 815 MAIN STREET FITCHBURG MA 01420-3111

Disbursement Information

DISBURSEMENT REASON: Premature Distribution **Gross Distribution Amount** \$25,000.00 Total Taxable Amount 25,000.00 Less Federal Income Tax 0.00 Total Non-Taxable Amount 0.00 Less State Income Tax 0.00 After-Tax Basis(Non Roth) 0.00 Less CDSC 0.00 After-Tax Earn(Non Roth) 0.00 Less Fees 0.00 Less Offset Loan Amount 0.00 Less Forfeiture 0.00 Less Ineligible For Rollover 0.00 Net Check Amount \$25,000.00 Total \$25,000.00 

 Plan Number:
 110513210

 Confirm Date:
 8/31/2015

 Check Number:
 2247349

 1-800-854-0647

Retirement Plan Information Line offers automated information/transactions & customer service.

IMPORTANT NOTICE: The check below represents a disbursement of assets from the account listed above. Please detach and negotiate this check promptly by presenting it for payment at a bank or other financial institution. For rollover distributions, detach and deliver the check to the retirement plan sponsor or IRA Provider shown as Payee on the check.

SECURITY NOTE: The face of this check is printed on a blue background. See reverse for additional security features.

Check Number: Date of Check: 2247349 8/31/2015 110513210

Plan Number: Call:

1-800-854-0647

Pay \* TWENTY FIVE THOUSAND AND 00/100 DOLLARS \*

5-2 110

To the WINNETT PERICO, INC. order of FBO: DOUGLAS J. PETERSEN 47 WESTVIEW DR

**BROOKLINE NH 03033-2438** 

STATE STREET BANK AND TRUST CO QUINCY, MA \$25,000.00 \* \* \*

Pay Exactly Invalid after 270 days

Authorized Signature

11/30/2022



Work Anywhere...Professionally

5151 E. Broadway Blvd, Suite 1600 Tucson, AZ 85711

Invoice			Date	Invoice #
Bill To			9/1/201:	5 12346
Winnett Perico Dennis Brewer 5151 E Broadway Suite 1600 Tucson, AZ 85711		Term	s	Send via
Description	Quantity	Rate		Amount
Mailbox Membership Only Remote Receptionist - Enhanced - Monthly Service (100 calls, \$1.50 over) Install New Membership New Member Deposit			75.00 199.00 150.00 274.00	75.00 199.00 150.00 274.00
Welcome aboard		Total		\$698.00
		Payments	s/Credit	<b>s</b> -\$698.00
	Ī	Balance l	Due	\$0.00

PURPOSE:			_					PERIOD:	From	
EMPLOYEE 1	NFORMATIO	N:								
Name	Dennis Bre	wer	_	Position	CEO		_	Employee ID		
Department	CEO			Manager						
			_							
Date	Account	Description	Hotel	Transport	Fuel	Meals	Phone	Entertainment	Misc.	Total
9/16/2015		Paypal Transfer funds							\$ 5,000.00	\$ 5,000.00
9/16/2015		Axial Concord							\$ 795.00	\$ 795.00
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,795.00	
									Subtotal	\$ 5,795.00
SIGNED:				_ NOTES:				_	Advances	
APPROVED:				_				_	Total	\$ 5,795.00

PURPOSE:			-								PERIOD:		9/16/2015
EMPLOYEE I	NFORMATIC	DN:											
Name	Dennis Bre	wer	_	Position	CEO				_		Employee ID		
Department	CEO		_	Manager					_				
Date	Account	Description	Hotel	Transport	F	uel	M	eals	Pho	one	Entertainment	Misc.	Total
9/16/2015		Paypal Transfer funds										\$ 5,000.00	\$ 5,000.00
9/16/2015		Axial Concord										\$ 795.00	\$ 795.00
10/1/2015		Advance to LeBlond										\$ 5,000.00	\$ 5,000.00
10/20/2015		Reimburse expenses - LeBlond										\$ 608.13	\$ 608.13
10/20/2015		Air Ticket for 10/26 PHX		\$ 790.82								\$ -	\$ 790.82
10/21/2015		Paypal Transfer funds										\$ 2,500.00	\$ 2,500.00
10/22/2015		Crowne Plaza 10/26 PHX	\$ 518.53										\$ 518.53
11/16/2015		Advance to LeBlond										\$ 2,500.00	\$ 2,500.00
													\$ -
													\$ -
													\$ -
													\$ -
													\$ -
													\$ -
													\$ -
			\$ 518.53	\$ 790.82	\$	-	\$	-	\$	-	\$ -	\$16,403.13	
												Subtotal	\$ 17,712.48
SIGNED:				NOTES:							_	Advances	
APPROVED:				_							_	Total	\$ 17,712.48

PURPOSE:	General ex	penses	STATEMENT NUMBER:							_	PERIOD:			_	/28/2015	
EMBLOVEE II	VEODMATIC	NAI.												10	12/	31/2015
EMPLOYEE II Name	Dennis Bre				Position	CEC	)									
Department	Dellills Die	wei			Manager	CLC						Employee ID				
Department					Manager							Lilipioyee 1D				
Date	Account	Description	H	Hotel	Transport		Fuel		Meals	Pho	ne	Entertainment		Misc.		Total
10/28/2015		Fox Rental Car			\$ 602.68										\$	602.68
11/19/2015		Payless Rental Car			\$ 989.53										\$	989.53
12/4/2015		Deposits to Great Western Bank											\$	100.00	\$	100.00
11/12/2015		Hampton - Kingman	\$	178.53											\$	178.53
11/18/2015		Viscount Suites	\$	851.37		\$	26.33	\$	278.65						\$	1,156.35
12/1/2015		PPM Expert											\$	700.00	\$	700.00
															\$	-
															\$	-
															\$	-
															\$	-
															\$	-
															\$	-
															\$	-
															\$	-
															\$	-
			\$ 1	,029.90	\$ 1,592.21	\$	26.33	\$	278.65	\$	-	\$ -	\$	800.00		
														Subtotal	\$	3,727.09
SIGNED:					NOTES:								A	dvances		
APPROVED:					•							_		Total	\$	3,727.09

WinnettOrganics									
•	2015 Aug YTD	Activity Sep	2015 Sep YTD	Activity Oct	2015 Oct YDT	Activity Nov	2015 Nov YTD	Activity Dec	2015 Dec YTD
Balance Sheet: ASSETS	Aug 11b	Зер	Зертть	OCI	OCT IDI	NOV	NOV 11D	Dec	Dec 11D
Cash - TD Ameritrade	50,300.50	- 25,199.71	25,100.79 -	14,974.82	10,125.97 -	7,924.96	2,201.01 -	2,125.00	76.01
Cash - PayPal	4,552.00	- 1,140.34	3,411.66 -	1,204.76	2,206.90	- 2,408.22 -	201.32		222.47
Cash - Great Western Bank Payroll	-		-		-		-	50.00	50.00
Cash - Great Western Bank Operating			-		-		-	50.00	50.00
Cash	54,852.50	40.000.00	28,512.45	5 000 00	12,332.87	5 000 00	1,999.69	-	46.46
Loan to Officer - DB Loan to Officer - PL	35,000.00	10,000.00	45,000.00	5,000.00 5,000.00	50,000.00 5,000.00	5,000.00 2,500.00	55,000.00 7,500.00		55,000.00 7,500.00
Loan to Officer - PL	35,000.00		45,000.00	5,000.00	55,000.00	2,500.00	62,500.00		62,500.00
Inventory - Cattle	33,000.00				-		-		02,300.00
Maintenance Inventory	_		_		-		-		_
Current Assets	89,852.50		73,512.45		67,332.87		64,499.69		62,453.54
Cattle	-		-		-		-		-
Equipment	-	30,386.34	30,386.34	80,221.70	110,608.04	65,633.80	176,241.84	92,911.51	269,153.35
Improvements	-		-		-		-		-
Land			-		-		-		-
PP&E	-		30,386.34		110,608.04		176,241.84		269,153.35
Less: Accum Depreciation									
Net PP&E	-		30,386.34		110,608.04		176,241.84		269,153.35
Lease Deposit	-		-		-		-		-
Goodwill & Intangibles	-	83,000.00	83,000.00		83,000.00	2,825.00	85,825.00	56,825.00	142,650.00
Less: Accum Amortization			-		-		-		-
Net Goodwill & Intangibles			83,000.00		83,000.00		85,825.00		142,650.00
Total Other Assets			83,000.00		83,000.00		85,825.00		142,650.00
	89,852.50		186,898.79		260,940.91		326,566.53		474,256.89
LIABILITIES & EQUITY									
Accounts Payable	86,159.30	59,097.38	145,256.68	92,474.95	237,731.63	74,892.09	312,623.72	160,461.55	473,085.27
Wages Payable	575,666.67	86,655.30	662,321.97	112,375.00	774,696.97	112,375.00	887,071.97	112,375.00	999,446.97
Operating Line	-		-		-		-		-
Current Portion-LTD Current Liabilities	661,825.97		807,578.65		1,012,428.60		1,199,695.69		1,472,532.24
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		,- ,		,,		, ,
Long Term Debt									
Cattle (less CP)	-		-		-		-		-
Capex facility (less CP) Mortgage (less CP)	-		-		-		-		-
Sub- Debt	-		-		-		-		-
Total Long Term Debt									
Total Liabilities	661,825.97		807,578.65		1,012,428.60		1,199,695.69		1,472,532.24
Stock Issuance	100,000.00	25,000.00	125,000.00		125,000.00		125,000.00		125,000.00
Paid in Capital	,	-,	-		-		-		-
Prior Accumulated Retained Earnings	- 60,018.00	-	60,018.00	-	- 60,018.00	-	60,018.00	-	60,018.00
Current Net Profit (Loss)	- 611,955.47	- 73,706.39 -	685,661.86	- 130,807.83 -	- 816,469.69	- 121,641.47 -	938,111.16	- 125,146.19 -	1,063,257.35
Less: Dividends							-		
Equity	- 571,973.47	-	,		- 751,487.69		873,129.16	-	998,275.35
	89,852.50		186,898.79		260,940.91		326,566.53		474,256.89
Diff	- 0.00	-	0.00	-	- 0.00	-	0.00	-	0.00

Income Statement: Revenue Cost of Sales	-		-		-		-		-	
Gross Profit			-		-		_			
Travel and Entertainment	3,543.59	6,534.34	10,077.93	6,559.72	16,637.65	7,346.65	23,984.30	1,036.66	25,020.96	
Other Costs & Expenses	2,071.21	2,065.75	4,136.96	1,898.11	6,035.07	1,919.82	7,954.89	9,921.15	17,876.04	
Financing Fees	9,125.00		9,125.00	9,975.00	19,100.00		19,100.00	1,813.38	20,913.38	63,810.38
Legal Expenses	21,549.00 -	21,549.00	-		-		-		-	
Officer Compensation	575,666.67	86,655.30	662,321.97	112,375.00	774,696.97	112,375.00	887,071.97	112,375.00	999,446.97	
Loss - YTD	- 611,955.47 -	73,706.39 -	685,661.86 -	130,807.83 -	816,469.69 -	121,641.47 -	938,111.16 -	125,146.19 -	1,063,257.35	
Activity Detail (Expense or Payment = "-", : Income or Deposit = TD Ameritrade: Adamson Bros for PPM & S-1 Wire Transfer 9.11 Dennis Brewer Wire Transfers 9.30, 10.21, 11.10 Jabor Fund (Scam) Wire Transfer 10.27	<b>"")</b> - -	40,000.00 10,000.00	- -	5,000.00 9,975.00	-	5,000.00				
PMExpert Wire Transfer 11.23					-	2,825.00		0.405.00		
PMExpert Wire Transfer 12.02		05 000 00					-	2,125.00		
Doug Peterson Stock Issuance		25,000.00				100.00				
Promo Reversal Interst Income	-	200.00 0.29		0.18	-	100.00 0.04				
Total	_	25,199.71	_	14,974.82	_	7,924.96	_	2,125.00		
Total	_	20,100.71		14,574.02		1,324.30		2,120.00		
Pay Pal: T&E	_	4,274.30	_	1,806.47	-	588.36		_		
Other Expenses	-	1,866.04	_	1,898.29	_	4 0 4 0 0 0		21.15		
Cash Deposits from DB Expense Report		5,000.00		2,500.00		-		-		
Total	-	1,140.34	-	1,204.76	-	2,408.22		21.15		
Officer Compensation: Dennis Brewer (785,000/12*1.1) Peter LeBlond (135,000/12*8/22)	- 575,666.67 -	71,958.33 4,090.91	-	71,958.33 11,250.00	-	71,958.33 11,250.00	-	71,958.33 11,250.00		
Mike Castro (150,000/12*8/22)	_	4,545.45	_	12,500.00	_	12,500.00		12,500.00		
Paul Smith (200,000/12*8/22)	_	6,060.61	_	16,666.67	_	16,666.67		16,666.67		
Total Monthly Expense / Accrual	- 575,666.67 -	,	_	112,375.00	_	112,375.00	-	112,375.00		
Invoices:	,	•		·		·				
BelliAG for Cooler / Packing Facility (Equipment & Payables) Intelligent Office 9.1 (Pd DB ER), 10.1 (Pd PP), 11.1 (Pd PP), 12.1, ( MountPac (SFW) for Cooler / Packing Facility 15.12.09 Plug Power for Cooler / Packing Facility 15.12.16		30,386.34	-	80,221.70	-	65,633.80		59,235.38 1,813.38 16,000.00 17,676.13		
Sullivan for legal fees15.12.31 Cindy Sigurdson Estimated Consulting Fees for ADP & Other Greg Crossgrove Estimated Consulting Fees	- 103,000.00 -	21,451.00					-	54,000.00 900.00 9,000.00		
Expense Reports: Dennis Brewer 151116:										
T&E	-	795.00	-	1,917.48						
PayPal Deposit	-	5,000.00	-	2,500.00						
Advance LeBlond			-	5,000.00	-	_,				
Total	-	5,795.00	-	9,417.48	-	2,500.00				
Dennis Brewer 151231: T&E			-	602.68	-	2,324.41				
Deposits to Western Bank (Operations)							-	50.00		
Deposits to Western Bank (Payroll)							-	50.00		
PPM Expert Payment (Debt PPM)							-	700.00		
Total			-	602.68	-	2,324.41	-	800.00		

Mike Castro 15.10.27 & 15.11.12 Paul Smith 15.09.24 & 15.11.14	-	882.13 408.91	-	607.15	-	879.32 1.474.66		
Peter LeBlond 15.10.25, 15.11.05, & 15.11.17	-	174.00	-	920.50	-	1,892.89		
Rafael Gomez 15.10.28 & 15.11.06			-	705.44	-	187.01		
Mark Vindiola 15.12.20								410.47
Eduardo Ramirez 15.11.12							-	626.19



SinglePoint® Essentials

You have 13 new LaunchPoint messages

Send Date (MM/DD/YYYY) 01/26/2017

GREAT WESTERN BANK OF WATERTOWN SD

Name

Address Line 2

State or Territory

Account Number

Address Line 2

13461785

Suite E-101 State or Territory Last login Friday 01/13/17, 12:06 PM CST

**ACTIVEAIRF** 

Help with this page

**ACH Origination** 

**Book Transfers** 

Information Reporting

Stop Payments

Wire Transfers

Initiate Wire Transfer

Initiate Batch

Import

Approve Wire Transfers

View Wire Activity

Manage Repeat Codes Manage Templates

View Reports

LaunchPoint (13 New)

Dashboard

Personal Settings

System Administration

Service Guide

Help With SinglePoint

**Customer Service** 

**View Wire Transfer Detail** 

Fed Wire Transfer (FED)

Cancel View History

Control Number 93705343

Debit Account Number - Debit Account Name

153555453833 - Checking

Amount \$5,000.00

**Beneficiary Bank Information (BBK)** 

Bank ABA (Routing / Transit Number) 091408734

Address Line 1

City WATERTWON

Bank Account Number

**Beneficiary Information (BNF)** 

Name

WinnettPerico, Inc

Address Line 1 12725 West Indian School Road

Avondale

Notification Email Address (If populated, email will be sent) Dennis\_Brewer@winnettorganics.com

**Beneficiary Details** 

Reference for Beneficiary (RFB)

Originator to Beneficiary Information (OBI)

Bank to Bank Information (BBI)

Bank to Bank Information

**Originator Information (ORG)** Name

Account Number

Address Line 1 Address Line 2

City State or Territory

View History

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LA

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#### **Dennis Brewer**

From: U.S. Bank Notification <notificationservice@usbank.com>

Sent:Wednesday, March 15, 2017 3:59 PMTo:Dennis\_Brewer@winnettorganics.comSubject:Notification of Account Transaction

At the request of our customer, Active Air Freight LLC, we are providing you notification that a wire transfer in the amount of \$1000.00 has been processed by Active Air Freight LLC and will post to your account on March 15, 2017. If you have any questions regarding this transaction, please contact Active Air Freight LLC.

Please do not respond to this message.

You are receiving this message as a courtesy at the request of the U.S. Bank customer above. If you no longer wish to receive this notification, or if you need to change your email address, please contact the customer listed above. We will never send you an email asking for personal information. View the U.S. Bank Privacy Pledge: http://www.usbank.com/privacy. Learn more at http://www.usbank.com.

To ensure that you continue to receive these email notifications, please add us to your Address Book (notificationservice@usbank.com). Thank you.

U.S. Bank Treasury Management BC-MN-H20P, 800 Nicollet Mall, Minneapolis, MN 55402, USA U.S. Bank National Association Member FDIC © 2005 - 2017 U.S. Bank

## Winnett Cattle Company Balance Sheet As of September 30, 2017

ASSETS		LIABILITIES AND SHAREHOLDER	EQUITY	
Cash	\$ -	Accounts Payable	\$	-
Accounts Receivable	\$ -	Accrued Liabilities	\$	-
Current Assets	\$ -	Current Liabilities	\$	-
Organization Expenses	\$ 59,658			
Computer Hardware	\$ 770	Equity	\$ 6	0,428
	\$ 60,428	<b>Total Liabilities &amp; Equity</b>	\$ 6	0,428

Organization Expenses	
Legal	48070
Phone	1588
Travel	8862
Web services	656
Office services	482
	59658

Computer hardware 770



PO Box 26528, Kansas City, MO 64196-6528 bankmw.com • 800.867.2265

WINNETT CATTLE COMPANY INC 12725 W INDIAN SCHOOL RD E-101 AVONDALE AZ 85392 Last statement: January 12, 2018 This statement: January 31, 2018 Total days in statement period: 20

Page 1 3568367469 ( 0)

PRIVACY NOTICE -- FEDERAL LAW REQUIRES US TO TELL YOU HOW WE COLLECT, SHARE AND PROTECT YOUR PERSONAL INFORMATION. OUR PRIVACY POLICY HAS NOT CHANGED AND YOU MAY REVIEW OUR POLICY AND PRACTICES WITH RESPECT TO YOUR PERSONAL INFORMATION AT: HTTPS: //www.nbhbank.com/media /856615 /nbh-privacy-notice.pdf -we will mail you a free copy upon request if you call us at the number above.

## **Business Analysis Checking**

Account number 3568367469
Low balance \$0.00
Average balance \$0.00
Avg collected balance \$0

#### **DAILY ACTIVITY**

Date	Description	Additions	Subtractions	Balance
01-12	Beginning balance			\$0.00
01-31	Ending totals	.00	.00	\$0.00

\*\* No activity this statement period \*\*





### **OVERDRAFT/RETURN ITEM FEES**

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

Thank you for banking with Bank Midwest

## THIS FORM IS PROVIDED TO HELP YOU BALANCE YOUR STATEMENT

#### **BEFORE YOU START -**

CHECKS OUTSTANDING-NOT CHARGED TO ACCOUNT

PLEASE BE SURE YOU HAVE ENTERED IN YOUR REGISTER ALL AUTO-MATIC TRANSACTIONS SHOWN ON THE FRONT OF YOUR STATEMENT.

NO.	\$	MIATIC TRANSACTIONS SHOWIN ON THE FRONT OF TOOR STATEMENT.
		YOU SHOULD HAVE ADDED YOU SHOULD HAVE SUB- IF ANY OCCURRED: TRACTED IF ANY OCCURRED:
		1. Loan advances.  1. Automatic loan payments.
		2. Credit memos. 2. Automatic savings transfers. 3. Other automatic deposits. 3. Service charges.
		4. Debit memos.
		5. Other automatic deductions and payments.
		BALANCE SHOWN
		ON THIS STATEMENT \$
		ADD +
		DEPOSITS NOT CREDITED
		IN THIS STATEMENT (IF ANY) \$
		(11 AIVI)
		TOTAL \$
		CLIDTDACT
		SUBTRACT -
		CHECKS OUTSTANDING \$
		BALANCE \$
		SHOULD AGREE WITH YOUR CHECK BOOK BAL-
ΤΟΤΔΙ	¢	ANCE AFTER DEDUCTING SERVICE CHARGE (IF ANY) SHOWN ON THIS STATEMENT

#### **ELECTRONIC TRANSFERS**

Please examine immediately and report if incorrect. If no reply is received within 30 days the account will be considered correct. You have 60 days to question electronic transfers.

In Case of Errors Or Questions About Your Electronic Transfers TELEPHONE OR WRITE US AT THE TELEPHONE NUMBER OR ADDRESS LOCATED ON THE FRONT OF THIS STATEMENT as soon as you can. If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we may recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

Rev 06/15



PO Box 26528, Kansas City, MO 64196-6528 hillcrestbank.com • 855.629.7618

WINNETT CATTLE COMPANY INC 12725 W INDIAN SCHOOL RD E-101 AVONDALE AZ 85392 Last statement: January 31, 2018 This statement: February 28, 2018 Total days in statement period: 28

Page 1 3568367469 ( 0)

PRIVACY NOTICE -- FEDERAL LAW REQUIRES US TO TELL YOU HOW WE COLLECT, SHARE AND PROTECT YOUR PERSONAL INFORMATION. OUR PRIVACY POLICY HAS NOT CHANGED AND YOU MAY REVIEW OUR POLICY AND PRACTICES WITH RESPECT TO YOUR PERSONAL INFORMATION AT: HTTPS: //www.nbhbank.com/media /856615 /nbh-privacy-notice.pdf -we will mail you a free copy upon request if you call us at the number above.

## **Business Analysis Checking**

Account number 3568367469 Low balance \$-27.00 Average balance \$-7.61 Avg collected balance \$-7

#### **DAILY ACTIVITY**

Date	Description	Additions	Subtractions	Balance
01-31	Beginning balance			\$0.00
02-13	' Analysis Results Chg		-22.00	-22.00
	ANALYZED CHARGES			
	FOR 01/18			
02-20	' Overdraft Fee		-5.00	-27.00
	FOR CONTINUOUS OD ON 02-20-18			
02-21	' Overdraft Fee		-5.00	-32.00
	FOR CONTINUOUS OD ON 02-21-18			
02-22	' Fee Refund	32.00		0.00
02-28	Ending totals	32.00	-32.00	\$0.00





### **OVERDRAFT/RETURN ITEM FEES**

	Total for this period	Total year-to-date
Total Overdraft Fees	\$10.00	\$10.00
Total Returned Item Fees	\$0.00	\$0.00

Thank you for banking with Hillcrest Bank

## THIS FORM IS PROVIDED TO HELP YOU BALANCE YOUR STATEMENT

#### **BEFORE YOU START -**

CHECKS OUTSTANDING-NOT CHARGED TO ACCOUNT

PLEASE BE SURE YOU HAVE ENTERED IN YOUR REGISTER ALL AUTO-MATIC TRANSACTIONS SHOWN ON THE FRONT OF YOUR STATEMENT.

110.	Ψ	
		YOU SHOULD HAVE ADDED YOU SHOULD HAVE SUB- IF ANY OCCURRED: TRACTED IF ANY OCCURRED:
		1. Loan advances.  1. Automatic loan payments.
		2. Credit memos. 2. Automatic savings transfers.
		3. Other automatic deposits. 3. Service charges. 4. Debit memos.
		5. Other automatic deductions and payments.
		BALANCE SHOWN
		ON THIS STATEMENT \$
		ADD +
		DEPOSITS NOT CREDITED IN THIS STATEMENT
		(IF ANY) \$
		TOTAL \$
		SUBTRACT -
		CHECKS
		OUTSTANDING \$
		BALANCE \$
		SHOULD AGREE WITH YOUR CHECK BOOK BAL- ANCE AFTER DEDUCTING SERVICE CHARGE (IF
TOTAL	¢	ANY SHOWN ON THIS STATEMENT

#### **ELECTRONIC TRANSFERS**

Please examine immediately and report if incorrect. If no reply is received within 30 days the account will be considered correct. You have 60 days to question electronic transfers.

In Case of Errors Or Questions About Your Electronic Transfers TELEPHONE OR WRITE US AT THE TELEPHONE NUMBER OR ADDRESS LOCATED ON THE FRONT OF THIS STATEMENT as soon as you can. If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we may recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

Rev 06/15

## Lance Surety Bond Associates, Inc.

4387 Swamp Road, #287 Doylestown, PA 18902

> Winnett Cattle Company, Inc. 12725 W. Indian School Rd Avondale, AZ 85392

## INVOICE -

Customer	Winnett Cattle Company, Inc.
Acct#	44627
Date	03/08/2018
Customer Service	Williams John
Page	1 of 1

Paym	ent Informatio	n
Invoice Summary	\$	633.00
Payment Amount		
Payment for: Invoice#223462		
10070202	_	

Thank You

mank re

Customer: Winnett Cattle Company, Inc.

Invoice	Effective	Transaction	Description	Amount
223462	03/06/2018	New business	Policy #10070202 03/06/2018-03/05/2019 Hudson Insurance Company  FEDERAL GOVERMENT \$10,000 LIVESTOCK BOND (CLAUSE 2)  *USPS SHIPPING*  THANK YOU!	633.00
			PAID	

Please detach and return with payment

Total 633.00

Thank You

Lance Surety Bond Associates, Inc.	(877)514-5146	Date
4387 Swamp Road, #287 Doylestown, PA 18902	info@suretybonds.org	03/08/2018

U.S. DEPARTMENT OF AGRICULTURE GRAIN INSPECTION, PACKERS AND STOCKYARDS ADMINISTRATION PACKERS AND STOCKYARDS PROGRAM

#### BOND

## REQUIRED OF LIVESTOCK MARKET AGENCIES, DEALERS, AND PACKERS

Subject to the Packers And Stockyards Act, 1921, as Amended and Supplemented

1. Bond Number10070202			
2. Principal Name, Address, and Phone Number		3. Surety Name, Address, and Phone Number	
Winnett Cattle Company, Inc	<b>)</b> .	Hudson Insur	ance Company
12725 W Indian School Rd , E-101, Avondale, Ari		Table 10 to	LAKE MARY Florida 32746 United States
623-207-9675			14-5146
020 20. 00.0		011 0	110110
4. Trustee (List if required by State, Principal, or Surety)	and Phone Nun	nber	
5a. Amount of Bond (Spell out dollar amount)			5b. Dollar Amount
ton thousan	d dollara		# <b>#</b> 40 000 00
ten thousand	a dollars		\$ \$10,000.00
6. Check the box showing the condition clause that appli or Buying on Commission, you must complete a separate			and also operating as either a Dealer
Applicable if Principal sells on commission		al shall pay when due to the person of	
Condition Clause 1	by Principal, t	awful charges, for which all livesto then this bond shall be null and void, following terms, conditions, and lim	otherwise to remain in full force,
Applicable if Principal buys on commission or as a dealer Condition Clause 2	(2) If Principal purchase price the accounts of if any, which a purchased for	al shall pay when due to the person of all livestock purchased by Princ of others, and if Principal safely keep come into his/her hands for the purp the accounts of others, then this bon all force, subject to the following ter	or persons entitled thereto the ipal for his/her own account or for os and properly disburses all funds, ose of paying for livestock d shall be null and void, otherwise
Applicable if others clear through Principal  Condition Clause 3		al, acting as a clearing agency responts engaged in buying livestock, here	nsible for the financial obligations of inafter referred to as "clearees,"
	thereto the pur own accounts all funds comi paying for live and void, othe and limitation		d by Principal's clearees for their safely keep and properly disburse ncipal's clearees for the purpose of others, then this bond shall be null to the following terms, conditions,
Applicable if Principal buys as a Packer	(4) If Princip	al shall pay when due to the person of all livestock purchased for purpo	or persons entitled thereto the
Condition Clause 4	his/her own ac	count, then this bond shall be null a to the following terms, conditions, a	nd void, otherwise to remain in full

- (a) This bond shall apply only to transactions occurring on or at any time after the date hereof, and before the effective date of termination hereof as hereinafter provided.
- (b) Payment by Surety to a claimant or to Trustee in settlement of one or more claims shall discharge Surety as to those claims and shall reduce the penal sum of this bond to the extent of such payment or payments.(c) Any person damaged by failure of Principal to comply with any condition clause of this bond may maintain suit in his or her
- (c) Any person damaged by failure of Principal to comply with any condition clause of this bond may maintain suit in his or her own name to recover on this bond even though such person is not a party named in this bond. Trustee may maintain suit in his or her own name, the recovery to be made for the use of the persons damaged. Principal and Surety hereby waive every defense, if any, based on the fact that any person damaged or in whose name a suit shall be brought, is not a party or privy to this bond.

- (d) Any claim for recovery on this bond must be filed in writing with either Surety, Trustee if one is named, or the Deputy Administrator, Packers and Stockyards Program, Grain Inspection, Packers and Stockyards Administration, United States Department of Agriculture, and whichever of these parties receives such a claim shall notify the other such party or parties at the earliest practicable date. All claims must be filed within 60 days of the date of the transaction on which the claim is based. Suit thereon shall not be commenced in less than 120 days or more than 547 days from the date of the transaction on which the claim is based.
- (e) The Packers and Stockyards Program, Grain Inspection, Packers and Stockyards Administration, United States Department of Agriculture, is authorized to designate a trustee to represent all claimants under this bond if (1) any claim is filed or any action is required to recover damages for breach of any condition of this bond, and if (2) a trustee is not designated herein or Trustee designated herein fails or is unable to act or serve.
- (f) Surety shall not be liable to pay any claim for recovery on this bond if it is not filed in writing within 60 days from the date of the transaction on which the claim is based, or if suit thereon is commenced less than 120 or more than 547 days from the date of the transaction on which the claim is based.
- (g) The proceeds of this bond shall not be used to pay fees, salaries, or expenses for legal representation of Surety or Principal.
- (h) The term "person" as used in this bond shall be construed to mean and include both singular and plural, corporations, partnerships, associations, individuals, and the heirs, executors, administrators, successors, or assigns thereof.
- (i) The acts, omissions or failures of authorized agents or representatives of Principal or persons whom Principal shall knowingly permit to represent themselves as acting for Principal shall be taken and construed to be the acts, omissions, or failures of Principal and to be within the protection of this bond to the same extent and in the same manner as if they were the personal acts of Principal.
- (j) Termination of the clearing services for a registrant under condition clause three (3) of this bond may be accomplished by issuance of a rider or endorsement by Surety herein deleting the name of the registrant as a clearee. Termination of the clearing services shall become effective thirty (30) days after the date of receipt of the rider or endorsement by the Packers and Stockyards Program.
- (k) This bond may be terminated by either party hereto delivering written notice of termination to the other party and the Packers and Stockyards Program at least thirty (30) days prior to the effective date of such termination. (In the event that Surety named herein writes a new bond to replace this bond for the same Principal, the thirty (30) day termination will be waived, and this bond will terminate as of the effective date of the replacement bond.) Immediately upon filing of a claim for recovery on this bond, unless Surety believes that such claim is frivolous, Surety shall cause termination of this bond in accordance with this paragraph.
- (1) A fully executed duplicate of this bond and of any endorsement, amendment, rider, or other attachment hereto, shall be filed with the Regional Supervisor, Packers and Stockyards Program, for the area in which Principal resides or has his, her, or its principal place of business.

#### 7. Signatures

A. Principal's Signature	Name & Title
Sement bewer	Dennis Brewer, CEO
B. Surety's Signature	Name & Title
Soly	John D. Weisbrot , Attorney-in-Fact
C. Trustee's Signature	Name & Title
14 A	
8. Date Effective	
Mar 05, 2018	

9. Attach Power Of Attorney

An adequate bond and registration is required in order to operate as a market agency or dealer as defined in Section 301 or packer as defined in section 201 of the Packers and Stockyards Act, 1921, as amended and supplemented (7 U.S.C. 201 and 7 U.S.C. 191, respectively) and 9 CFR 201.29. Information held confidential (9 CFR 201.96).

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information is 0580-0015. The time required to complete this information collection is estimated to average 2 hours 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Bond Number: 10070202



#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

John D. Weisbrot

of the State of PA

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make,

execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Thousand Dollars (\$10,000.00) Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary. In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 16th day of November , 20 17 at New York, New York. (Corporate seal) HUDSON INSURANCE COMPANY Attest. Dina Daskalakis Michael P. Cifone Corporate Secretary Senior Vice President STATE OF NEW YORK COUNTY OF NEW YORK. SS. On the 16th day of November, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order. a Daskalakis hetion, of white y 27th, sider (Notarial Scal) ANN M. MURPHY Notary Public, State of Ne No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2021 CERTIFICATION STATE OF NEW YORK COUNTY OF NEW YORK The undersigned Dina Daskalakis hereby certifies: That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified: "RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force. March Witness the hand of the undersigned and the seal of said Corporation this (Corporate seal) Dina Daskalakis, Corporate Secretary

### **HUDSON INSURANCE COMPANY**

# SHORT FORM FINANCIAL STATEMENT AS OF DECEMBER 31, 2016

### **ASSETS**

Bonds Real estate Cash on hand and on deposit Reinsurance Receivable FIT recoverable (including net deferred tax asset) Aggregate write-ins for other than invested assets Deferred premiums, agents' balances and installments booked and not yet due (including earned but unbilled premiums) Stocks Other Assets	\$ but deferred \$	322,353,377 0 60,570,911 192,076,222 28,783,437 233,225,823 50,709,775 243,888,222 28,297,030 1,159,904,797
LIABILITIES &	endbu ne	
LIABILITIES &	SUKI LIUS	
Losses Loss adjustment expense Other expenses Unearned premiums Ceded reinsurance premiums payable Payable to parent, subsidiaries and affiliates Commissions payable, contingent commissions and other sim Other Liabilities  Preferred and Common capital stock Gross paid in and contributed surplus Unassigned funds (surplus) Surplus as regards policyholders	ilar charges \$ \$ \$	154,184,245 19,135,432 25,051,920 45,412,869 373,301,492 12,584,128 14,625,204 62,452,222 706,747,514 7,500,238 293,480,097 152,176,948 453,157,283 1,159,904,797
COLOR OLIVERY VOIV		
STATE OF NEW YORK ) ) ss:		
COUNTY OF NEW YORK )		
I, the undersigned Senior Vice President and Controller of Hudson short form financial statement in the form of a balance sheet, showing at the close of business on December 31, 2016.  IN TESTIMONY WHEREOF, I have set my hand and affixed the set subscribed and sworn to before me this	eal of the Company, this	day of March, 2017.

Sean Delaney

Sales Order # 01-2018-102547 rev1

Company Name: Winnett Cattle Company	Inc	Order Type: New Client		Branch: Company Code:	
		<b>Order Date:</b> 3/20/2018		IID:	
Address:	<b>Delivery</b> 12725 W Indian School Rd	Legal 12725 W Indian School Rd			
	Avondale, AZ 85392	Avondale, AZ 85392			
Payroll Contact(s) Phone(s) Mobile 1 Mobile 2 Fax #	Dennis Brewer (520) 549-6245	1100000			
Client Email Address	dennis_brewer@winnettcat	I ttlecompany.com		-	
	Alliance:	Tip Establishment:	Legal Entity:		
		110	Corporation		
	PIC:				
Est. First Input			Est. First Check	1	
4/30/2018 Monday			5/1/2018 Tuesday		
Business: Existing	Existing Balances (has the client processed a payroll with a check date in the calendar year they will start with ADP?): No	Input Method: Internet	Mobile Device:		
Payroll Features	Cont	rol # Frequency	Qty	One Time Fees	Per Processing Fees
RUN POWERED BY AD RUN Enhanced Solution (Primary)	P® 1				es Order Based on d employee(s) 3
Implementation for ADP I	Enhanced Payroll	Once	1	\$50.00	
ADP Enhanced Payroll* Processing Subtotal		Bi-Weekly	3		\$86.95
*Discount(25.0%)					\$86.95 <\$21.74
Processing Total					<u>&gt;</u> \$65.21
					ψ05.21



Additional Features	rees	Additional Features	rees
Year-End W-2/1099 Information Primary Control:	\$49.95	Applied for Status (Fee Per State and Any Local ID Per Month)	\$25.00
W-2/1099 Delivery HeeP Evidentiary Exhibits	Pa <b>ge.</b> 5009940	Applied for Status for SUI ID (Per SUI ID Per Quarter)	11/3/2/2022
Per W-2/1099:	\$5.85	Additional Jurisdiction Fee (Per Additional State & SUI	\$7.00

By initialing to the left, you consent to ADP calling you at the telephone number you provided on the sales order to provide service and support for products and services you purchased and to tell you about other and new ADP payroll and related services, via an automatic dialing system including using prerecorded messages.

#### Comments

Dennis, I was able to apply a 25% discount for you as well as waive the setup fee to \$50

I hereby absolve ADP, LLC, of any errors, penalties and interest payment responsibility arising from incorrect deposits, filings or payroll liability information prior to my ADP start date. I will make all payroll tax deposits for payrolls run before setup of ADP's tax filing service. THE SERVICES, PRICING, CONSENTS AND AUTHORIZATIONS COVERED BY THIS SALES ORDER ARE PROVIDED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SERVICE FOR RUN POWERED BY ADP® ONLINE PAYROLL SERVICES AND ANY ACCOMPANYING EXHIBITS ("RUN TERMS"). BY SIGNING THIS SALES ORDER THAT INCLUDES THESE RUN TERMS, YOU ACKNOWLEDGE RECEIPT OF AND AGREE TO THESE RUN TERMS.

ADP Sales Associate Date

Sean Delaney

3/20/2018

Date

Client

Denvis S. Brewer

Authorization

Date

Date

7322 RUN ET (05/2014)



#### Terms and Conditions of Service for RUN Powered by ADP® Online Services

These Terms and Conditions of Service ("Terms") are an agreement between ADP, LLC and You. They apply to *RUN Powered by ADP*® online services ("RUN") as defined below. By subscribing to and/or using RUN, You acknowledge that you have read, understand and expressly agree to be bound by these Terms, including any modifications or updates from time to time. If You do not agree to these Terms, do not subscribe to or use RUN.

"You" and "Your" means You, Your company, Your employees and any agents You designate as "users" of RUN. You agree to be bound by these Terms, any applicable additional terms and any other terms and guidelines found throughout RUN. "RUN" or "Services" means the services which let users report their employee or other data so ADP can calculate payroll and payroll taxes and file taxes ("Tax Filing Services"), and print and deliver checks and reports, access and/or utilize ADP Marketplace services, HR411, HR Training, HR HelpDesk or other human resources content ("HR Services"), track employee data, access Document Vault, Time and Labor Management ("TLM") or unemployment claims services, or produce a Certificate of Insurance ("COI") based on Your current Workers' Compensation policy purchased through our affiliate, Automatic Data Processing Insurance Agency, Inc. If You choose to subscribe to and/or use any HR Services, calculator tools, pre-employment or employment background checks ("Background Checks"), Document Vault, Health Care Tax Credit Assist, unemployment claims or TLM services ("Additional Business"), or if You purchase, migrate from, upgrade, downgrade or remove any additional business, features or functionality, these services will be included in "RUN" and the "Services" hereunder and these Terms will control and be applicable to Additional Business, migrations, upgrades, features, services, downgrades or removals.

Certain Services, such as Background Checks, Tax Filing, Pay Card (as defined herein) and Full Service Direct Deposit (FSDD)/ADPCheck (ADP pays Your employees from ADP's own bank account) are available for as long as You meet any eligibility requirements, which may include credit checks of You and Your principals, identification verification and other authentication procedures, and may require that You sign additional forms.

#### 1. The Services

Performance Standard ADP will perform the Services in a professional manner with personnel having such skills as required by the Services to be performed.

Use of Services/Protection of Data You will use the Services in accordance with the instructions and reasonable policies communicated to You and only for Your internal business purposes. You may not use the Services, or any software or system used to provide them, for commercial software hosting services. You may not interfere with or disrupt RUN servers, databases or any network connected to them. You may not use RUN or the services provided through or in connection with RUN to violate any law, statute or regulation; or conduct any other illegal activity; or to harvest or otherwise collect information of third parties, including e-mail addresses, without their express consent. You will not provide, directly or indirectly, any of the Services or any part thereof, including any contents, information, tools, calculators and resources, to any party other than Yourself. ADP will take reasonable precautions to prevent the loss of or alteration to Your data files in its possession including employing regular back-up procedures, but ADP does not guarantee against any loss or alteration of Your data. ADP is not and will not be Your record keeper so, to the extent You believe it necessary, You will keep copies of all documents or information delivered to ADP in connection with the Services. You are responsible for maintaining and backing-up any information You are providing or using in connection with RUN.

Payment Services If You are receiving any of the Services that require ADP to debit funds from Your account to pay Your third-party payment obligations (e.g., Tax Filing, GPS, FSDD Services, TotalPay or ALINE Card or other pay card (hereafter "Pay Card"), Pay-by-Pay, 401K and/or ADPCheck Services) ("Payment Services"), You will have sufficient, collected funds in Your account within the deadline established by ADP to satisfy all third-party payment obligations and any ADP fees for Services. Payment Services are subject to the operating rules of the National Automated Clearing House Association ("NACHA"). ADP and You agree to comply with the NACHA rules applicable to it with respect to the Payment Services. ADP may commingle Your impounded funds with other clients', ADP's or ADP-administered funds of a similar type. ALL

AMOUNTS EARNED ON SUCH FUNDS WHILE HELD BY ADP WILL BELONG TO ADP. You acknowledge and agree that ADP will, with respect to the provision of the Pay Card services, provide You with Pay Card marketing materials that You can make available to Your employees, and implementation of Pay Card as a direct deposit option for Your employees. You also acknowledge and agree that the FSDD provisions of this Agreement will apply to Pay Cards. NOTE: The Rhode Island Department of Labor and Training takes the position that payroll cards as a method of wage payment is not permitted under state law because the statute does not specifically authorize payroll cards. If You would like to offer the ALINE Card in Rhode Island, You are solely responsible for the use of the ALINE Card in that jurisdiction

Accuracy of Your Information, Review of Data All Services provided to You will be based on information provided to ADP by You and/or Your employees (including proof of federal, state and local tax identification numbers). You agree to provide accurate, complete and timely information and documentation needed by ADP to perform the Services. The person agreeing to these Terms or any other person designated in writing by that person, is Your authorized payroll contact from whom ADP will take all instructions. ADP will not be liable for following such instructions. You agree to have someone other than Your designated payroll contact promptly and thoroughly review Your disbursement reports to help You spot and correct errors and inconsistencies and help prevent fraud. You agree to promptly review all disbursement records, certificates (including any COI's generated by You) and other reports You receive from ADP or that You produce or generate in connection with RUN, for validity and accuracy. You will promptly deliver to ADP any information regarding Your payroll, employees and any other information or materials of Yours, regardless of form (e.g., images, graphics, text, custom reports, etc.), to be included in the Services, whether included by ADP as part of its setup or other Services or by You or any of Your employees ("Your Client Content"). Your Client Content will be in an electronic file format specified by and accessible to ADP. Upon completion of any setup or other Services or any request for custom reports, You will review Your Client Content provided to ADP as included in the Services. By commencing "live" processing or using the Services, You confirm that Your Client Content is accurate and complete. ADP will have no liability to You for any errors or inaccuracies in Your Client Content included in the Services that was provided by You, or should have been reviewed and approved by You and You agree to indemnify and hold ADP harmless for any damages resulting from Your or Your employees' failure to provide accurate information. ADP may also perform other services related to RUN that You may request (e.g., training, custom reports,

Background Checks, TLM services, HR Services, Health Care Tax Credit Assist, unemployment claims processing, etc.), and such services will be covered by this Agreement at ADP's then current fees Certain of the Services to be provided by ADP may be provided by subsidiaries or affiliates of ADP, LLC or by ADP's subcontractors, and ADP will be responsible for the performance of those subsidiaries, affiliates and subcontractors.

Responsibility for Compliance with Laws The Services are designed to help You comply with applicable laws and governmental regulations. Nevertheless, You (and not ADP) will be responsible (i) for Your compliance with all laws and governmental regulations affecting Your business generally, including any applicable anti-bribery, export control, data protection laws, and rules and regulations promulgated by the United States Department of Treasury; Office of Foreign Assets Control ("OFAC") regarding export controls and trade with prohibited parties and (ii) for any use You make of the Services to help You comply with any applicable laws and governmental regulations. You will not rely on use of the Services to comply with any laws and governmental regulations. Many states have certain requirements, such as employers must obtain consent from their employees, in connection with direct deposit and/or the use of electronic statements. State laws vary and it is Your responsibility to ensure You are compliant with these state laws regarding electronic statements and obtaining any consents, including for Print On Demand capabilities, providing on-line access at Your work site, and direct deposit, as well as for complying with any other applicable state or other laws and governmental regulations affecting Your business. You represent that You verified the identity of each of Your employees to whom You will make payments using ADP Products or Services through appropriate documentation provided by such employee (e.g., I-9 documentation). You also acknowledge that You alone are responsible for the designation of an individual or vendor as a "contractor" and ADP will have no liability for Your designation(s). No state or federal agency monitors or assumes any responsibility for the financial solvency of third-party tax filers.

Important Tax Information (IRS Disclosure): Notwithstanding Your engagement of ADP to provide ADP Tax Services, You are responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for Your employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them. Online enrollment in EFTPS is available at <a href="www.eftps.gov">www.eftps.gov</a>; an enrollment form may also be obtained by calling (800) 5554477. State tax authorities generally offer similar means to verify tax payments. You may contact appropriate state offices directly for details.

FSDD/ADPCheck/Pay Card For FSDD and Pay Card Services, before the first credit to the account of any employee or other individual (a "Payee"), You will get a signed and valid paye authorization from the Payee (a "Payee Authorization") which will be in a form acceptable to ADP and comply with NACHA rules and applicable law and shall authorize the initiation of credits to the Payee's account and debits of such account to recover funds credited to the account in error. You will retain a copy of each Payee Authorization during the period the Payee Authorization is in effect and for two years after and will provide a copy to ADP upon request. You agree not to distribute any ADPChecks to Payees before 4:00 p.m. local time on the banking day immediately before pay date. You also agree to cooperate with ADP to recover funds credited to any Payee's account in error. If You want to stop payment on any ADPCheck, You will provide ADP with a written stop payment request in the form provided by ADP. ADP will, within 24 hours of receipt of the request, place a stop payment order with ADP's bank. You will not request ADP stop payment on any ADPCheck which represents funds to which a Payee is rightly entitled. You agree to indemnify, defend and hold harmless ADP and its affiliates and their successors and assigns from and against any liability whatsoever from stopping payment on any ADPCheck requested by You and from and against all actions, suits, losses, claims, damages, charges and expenses including attorney's fees, in any claims or suits arising because of a request to stop payment, including claims made by a "holder in due course" of such check. If You subscribe to the use of any Pay Card Services, You also agree to the Pay Card Services terms attached to these Terms as Exhibit A, which are incorporated into these terms as if fully set forth. By agreeing to or signing these Terms You acknowledge receipt of the Pay Card terms in Exhibit A and agree to perform all obligations set forth in Exhibit A.

Background Checks will be provided by ADP Screening and Selection Services, Inc. ("SASS"), an affiliate of ADP. If You ask for and are given access to receive Background Checks Services, as may be modified, enhanced or changed by ADP from time to time, ADP will provide You with operating guidelines with the procedures for Your use of the Background Check Services (the "Guide"). You will be required to pass the SASS credentialing process. If You do not pass this process ADP may require additional information or deny access to the Background Check Services. You understand that the Guide may be amended from time to time by ADP and You will have access to such amendments online. You acknowledge that You have internet access so You can access the Guide as made available by ADP. You will sign and deliver to ADP any documents and forms ADP deems necessary to provide You with the Background Check Services under any requirements of governmental data sources and consumer reporting agencies for which ADP is a reseller, or under applicable laws and regulations. Subscription-based programs are not available to organizations providing staffing-related services, property management companies or resellers (i.e., companies who do background checks for other companies) and are only available for employment screening. ADP will abide by all of the provisions of the Fair Credit Reporting Act, as amended ("FCRA"), as applicable to the obligations of ADP acting as a consumer reporting agency. ADP will follow reasonable quality assurance procedures with respect to obtaining reports hereunder. However, You recognize that information within such reports is obtained and managed by fallible sources and ADP does not guarantee or ensure the accuracy or depth of information provided. The parties acknowledge and agree that ADP will not be deemed to be providing legal advice to You in connection with the Background Check Services or any HR Services You understand that the Background Check Services made available to You through a subscriptionbased program will have applicable limits, as indicated on Your Sales Order or similar document, and that there are additional fees when ordering a New York Consolidated Criminal History Report and/or when a search requires a New York county criminal history search. To the extent that You order Background Checks which exceed or differ from the number and type included in Your Services, You will be charged by SASS for the amounts due for the excess number or different services. You agree to pay ADP for Background Checks You order that are not included in Your Services, as well as for applicable fees when ordering a New York Consolidated Criminal History Report and/or when a search requires a New York county criminal history search. You acknowledge that so long as You have access to Background Check Services, You will have access to all Reports ordered through the SASS background site for at least one year (unless we tell You a of a shorter period). It will be Your responsibility to save or print any Reports as needed for You to comply with Your hiring and/or document retention policies. ADP will not deliver copies of Reports to You once such Reports are no longer available within the SASS background screening site or after termination of the Background Check Services or this Agreement, except as required by law. ADP will make available additional accounts to You upon Your written request. You will provide any information ADP requires for establishing additional accounts. You will ensure that the additional accounts established at Your



request by ADP are for employment purposes only, and only in accordance with applicable law. You will ensure that the additional accounts and all information received from ADP is used in strict compliance with the applicable provisions of all federal, state and local laws and international law and all regulations promulgated under any of them, including, but not limited to, the FCRA, the Americans with Disabilities Act (ADA 1990), all equal employment opportunity laws and regulations, to the extent applicable, the Drivers Privacy Protection Act and Federal Equal Credit Opportunity Act, and any specific country (a "Privacy Law"), whether or not deriving from the EU Data Protection Directive 95/46/EC (the "Directive). In the event and to the extent of any conflict between the terms and conditions of this Section and applicable law, the provision(s) of applicable Privacy Law will govern. In order for ADP to provide the Services hereunder, You will provide ADP with [Personal Information] pertaining to Your employees and former employees as well as beneficiaries, agents, consultants, contractors, vendors, candidates and other individuals whose Personal Information is needed in connection with the Services ("Data Subjects"). "Affiliate" means, with respect to any entity, any other entity that controls, is controlled by or under control with such first entity. For purposes of this Agreement, "control" (or variants of it) means the ability, whether directly or indirectly, to direct the management and action of an entity by means of ownership, contract or otherwise. You represent and warrant that this Personal Information has been collected in accordance with applicable Privacy Laws and that You have the authority to provide such data to ADP for processing as contemplated by this Agreement. Each of You and Your Affiliates act as the "Controller" (as defined in the Directive), and each of ADP and its Affiliates and subcontractors providing Services act as the "Processor" (as defined in the Directive). In its capacity as the Controller and also on behalf of its Affiliates (each as a Controller with respect to its employees), You confirm that You are duly empowered to grant ADP and ADP's Affiliates and subcontractors, each as a Processor, the right to access and process Data Subjects' Personal Information for the purposes of this Agreement so that each such Affiliate of Yours shall be considered as having directly empowered ADP and each ADP Affiliate or subcontractor. You and Your Affiliates, as the respective Controller(s), will determine the purposes of collecting, processing, and otherwise using Personal Information of the Data Subjects (as defined below) and ADP will process such information only in accordance with the Sales Order or other pricing documentation and reasonable instructions received from You from time to time in connection with the Services. ADP will at all times have implemented appropriate operational, technical and organizational measures that are reasonably designed to protect Personal Information received from You against accidental or unlawful destruction, alteration or unauthorized disclosure or access. Such measures will ensure a level of security appropriate to the risks represented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of implementation. In order to perform the Services, Personal Information may be processed (including access and hosting) by ADP, its Affiliates or its subcontractors (collectively, "Subprocessors") in countries that do not have laws that have been deemed adequate by the European Commission, including USA, Australia, Tunisia, the Philippines and India, provided ADP and its Affiliates have implemented reasonable safeguards to protect Personal Information with regard to all such processing, and provided further that: (a) ADP will exercise appropriate due diligence in selecting Subprocessors and remain responsible for the quality of the Services and the Subprocessors compliance with the Privacy Laws applicable to data processors; (b) at Your request, ADP will provide You with reasonable information as to (i) the identity of the Subprocessors and the applicable main data flows, and (ii) the actions and measures ADP has undertaken to comply and monitor compliance with the provisions of the Privacy Laws applicable to the Subprocessors; and (c) where required by Privacy Laws and in consultation with You, ADP and You will take the necessary measures to allow lawful transfers of Personal Information to Subprocessors, including by using agreements containing standard contractual clauses or other documents or mechanisms approved by the relevant data protection authorities. ADP will provide You with all reasonable information necessary to allow You to obtain any applicable data transfer authorization in connection with the Services. You, as Data Controller, shall cooperate with ADP to ensure a timely deployment of the documentation necessary to ensure the lawful processing of the Personal Information in all countries where the Services are, or are requested to be, provided. ADP will be entitled to suspend the relevant Services and be excused from performance, if the adequate documentation for lawful data processing is not complete. In order to enable You to fulfil Your duties under the applicable Privacy Law, ADP will, within a reasonable time of receipt, notify You of any complaint, inquiry or request (including access requests made pursuant to Privacy Laws) related to Your or ADP's obligations under applicable Privacy Laws. ADP will provide You, at Your cost, with reasonable cooperation and assistance and provide such information as may be reasonably required for the purpose of responding to Data Subjects or otherwise in order to enable You to comply with Your duties under Privacy Law in relation to such complaints, inquires and/or access requests. H. TLM Products (including ezLaborManager®).

- a) You will provide and install all power, wiring and cabling needed for the installation of any data or time collection devices (e.g., HandPunch, Timeclock) (the "Timeclock Equipment"). You will pay an installation and set-up fee for each unit of Timeclock Equipment if the equipment is installed on Your premises by ADP.
- You will not make any alterations or attach any device not provided by ADP to the Timeclock Equipment. ADP will continue to own the Timeclock Equipment unless You chose the purchase option and paid ADP the full purchase price. Unless You bought and paid for the Timeclock Equipment, it will remain a separate item of personal property though attached to other Timeclock Equipment or real property and You will not remove the Timeclock Equipment from the original installation site without ADP's prior consent.
- Upon termination or cancellation of this Agreement, TLM and/or Payroll Services, You will, at Your expense, return the Timeclock Equipment to ADP according to ADP's instructions. The Timeclock Equipment will be returned in as good condition as received by You, except for normal wear and tear. If the Timeclock Equipment is not returned within 30 days of termination, You agree to purchase it at ADP's retail price at the time of termination. If payment for the Timeclock Equipment is not received within 30 days of any demand for the return of the Equipment, ADP will be able to use any lawful remedy to enforce its rights including, debiting the account You use for ADP Services and/or sending the account to a collection agency for settlement. The terms of this Section c. will not apply if prior to the time of termination or cancellation You had already purchased and paid for the Timeclock Equipment in full.
- ADP warrants to You that the Timeclock Equipment will be free from defects in material and workmanship at the date Timeclock Equipment is shipped and for 90 days after. ADP's sole obligation in case of any breach of any warranty contained in these Terms will be to repair or replace, at ADP's option, any defective items. This is the extent of ADP's liability for all claims related to Timeclock Equipment including contract and negligence claims, and will be Your sole remedy
- e) Maintenance services for the Timeclock Equipment (set forth below in Section f) apply automatically to Timeclock Equipment under the subscription option and any maintenance charges are already included in the monthly time and labor management subscription fees. The costs for maintenance services for Timeclock Equipment under the purchase option are not included in the purchase price and a separate annual maintenance fee will apply. Under the purchase option, You can terminate Your receipt of maintenance services by giving ADP written notice at least 30 days before the end of the then current annual coverage period. ADP is not required to return any maintenance fees

relating to a current or prior coverage period. (NOTE: If You select the purchase option but opt not to receive (or terminate) maintenance services by executing a waiver of maintenance services, any such services provided by ADP at Your request will be subject to ADP's then current charges for such services.) No Timeclock Equipment maintenance is done at Your site. You will be responsible for all delivery/shipping costs and all risk of loss during shipment/delivery of Timeclock Equipment relating to maintenance services.

ADP will maintain the Timeclock Equipment to be free from defects in material and workmanship as follows: Any parts found to be defective (except as specifically excluded below) will be replaced or repaired, at ADP's or its designee's option, without charge for parts or labor, if the Timeclock Equipment was properly installed and maintained by You and if it has been used in accordance with any documentation or terms provided by ADP or its designee and has not been subject to abuse or tampering. The foregoing repairs and replacements may be made only by ADP or its designee, and will be made only after ADP or its designee is notified of a problem, receives delivery from You of the Timeclock Equipment at issue and determines that it results from defective materials or workmanshin

Notwithstanding the foregoing, ADP may deliver a temporary replacement item for You to use while ADP determines the cause of the issue with the Timeclock Equipment in question. Repairs and replacements required as a result of any of the following will not be included in the maintenance services and will be charged at ADP's then current rates: a) Damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, unusual physical or electrical stress, or causes other than normal or intended use; b) Your failure to provide and maintain a suitable installation environment; c) Any changes made to or any devices not provided by ADP attached to the Timeclock Equipment; and d) Malfunctions resulting from use of badges or supplies not approved by ADP.

g) In order to keep the products current, ADP may perform maintenance fixes and other

- upgrades to the TLM products You are receiving. ADP will perform these upgrades on Your behalf for all hosted products. For non-hosted products, You will need to install the upgrade provided by ADP pursuant to the written notice provided to You.
- The TLM Products are hosted by ADP in the United States. The TLM Products are intended for use by United States employees and to permit the transmission of data within the United States only. You are responsible for complying with all applicable data protection laws and represent that You obtained any employee consents necessary (or otherwise have complied with applicable law) to transmit the information to ADP in the United States or otherwise make the ADP TLM Products available to Your employees outside the United States. The TLM Products may not be used or accessed in any way that violates any applicable international, federal, state or local laws and/or regulations
- If You request and are permitted access to HR Services, You agree to use such Services for research and reference purposes only and only for the benefit of Your employer. By submitting any content to ADP through any HR Services, including message boards, forums and chat rooms, You grant ADP a royalty-free, perpetual, irrevocable, world-wide license to use, reproduce, modify, adapt, translate, create derivative works from, distribute, publish and display all such content (in whole or in part) and to incorporate such content in other works in any form, media or technology, whether currently existing or hereafter developed. By submitting any content to ADP, You represent and warrant to ADP that You have the unfettered right to give such a license to ADP. You agree that You will not submit any content that (a) infringes on the intellectual property rights of any other person or entity, unless You have the permission of the person or entity to submit the content and grant the license provided herein, (b) violates the privacy or publicity rights of any other person or entity, unless You have the permission of such person or entity to submit the content and thereby grant the license provided herein, (c) is offensive, obscene, defamatory, threatening or abusive, (d) advertises any other site or business or (e) contains computer programming routines or code designed to interfere in any way with the full, proper and timely operation of RUN or any HR Services or any computer system.
- Materials accessible from or added to any HR Services or web sites by third parties, such as comments posted in discussion groups, are strictly the responsibility of the third party who added such materials or made them accessible. While ADP reserves the right to monitor third-party discussions and to remove materials that ADP believes are inappropriate, ADP neither endorses nor undertakes to control, monitor, edit or assume responsibility for any such third-party material contained in or linked to any HR Services or web sites.
- When You subscribe to any HR Services You can make one attributed copy of a document available through the HR Service for use within Your organization. You may not make multiple copies of documents without expressed written consent. Except for individual copies and direct use by You, You may not copy, modify, distribute, display, transmit, use or prepare derivative works based on the HR Services or any of their contents, or remove or alter any copyright, trademark or other proprietary notice from any part of the HR Services or any of the contents except where expressly instructed to do so. d) Pursuant to the Digital Millennium Copyright Act, ADP has registered an agent with the U.S. Copyright Office. Notices of claimed copyright infringement on any HR Services web site should be directed to: Automatic Data Processing, Inc., One ADP Boulevard, MS 325, Roseland, NJ 07068-1728, Attn: Neal Feivelson.
- e) Although ADP makes every reasonable effort to ensure that the information, tools and data provided through the HR Services, which include the HR HelpDesk, are useful, accurate, and current, ADP cannot guarantee that the information, tools and data provided will be error-free. By using the HR Services, You assume all responsibility for and risk arising from Your use of and reliance upon the contents of the HR Services. You agree to defend, indemnify and hold harmless ADP and its affiliates and their successors or assigns from and against any liability whatsoever arising from or relating in any way to Your use of any HR Services.

### 2. Document Vault

If You request and are permitted access to Document Vault through RUN, You agree to assume all risk and liability for all documents, information, data and content (collectively "Content") that You upload and store. You understand all Content may be protected by intellectual property and You must have the rights to all Content that You upload and store. By affording You access to Document Vault, ADP is offering You a service that allows You to upload and store Your Content. By uploading Content into Document Vault, You agree and acknowledge that You are solely responsible for all Content uploaded and stored by You and that ADP has no responsibility or obligation to monitor or notify You of any noncompliance related to Your use of Document Vault. ADP is not responsible for the accuracy, completeness, appropriateness, or legality of the Content that You upload and store. ADP is not and will not be Your record keeper. Document Vault is a self-service feature and You acknowledge that while ADP may access Your Content, You are solely responsible for complying with all applicable laws regarding recordkeeping, record storage and record retention with respect to Your Content. ADP will not be responsible for any lost, damaged or irrecoverable content. By using Document Vault, You retain full ownership of all Content that You store. You agree that You will not use Document Vault to: (1) upload, store, transmit or otherwise make available any Content that spreads messages of terror or depicts torture or death or illegal acts; (2) harm minors in any way; (3) upload, store, transmit, or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or



other proprietary right of any party; or (4) upload and store any content related to sex, violence, or any other illegal content. Uploading and storing such information will be considered a violation of these Terms and will be cause for immediate termination as set forth in Section 12. If You or ADP terminate this Agreement, Your access to RUN will terminate but You will have the ability to retrieve and download Content stored in Document Vault for a limited amount of time.

#### 3. Background Check Services Fair Credit Reporting Obligations

If You request and are approved to receive Background Check Services which include receiving consumer reports and/or investigative consumer reports (each individually, a "Report" or collectively, "Reports") from ADP, You acknowledge it is provided by ADP solely at Your request and instruction and that ADP is not acting as Your agent and not making any hiring decisions for or on your behalf. You also certify and agree: (1) To review the Notice to Users of Reports: Obligations of Users ("Notice to Users") under the FCRA, provided to You at <a href="https://www.adpselect.com/lgldocs/FCRANotices.pdf">www.adpselect.com/lgldocs/FCRANotices.pdf</a>, and perform legal obligations as set forth in, and acknowledge receipt of, the Notice to Users, (2) To use the information provided by ADP for one-time use for employment purposes only, and only in accordance with applicable law. You may disclose information within any Report obtained from ADP hereunder, to the consumer, potential employee or employee who is the subject of such Report (each a "Consumer"), in accordance with applicable law, (3) When applicable, to make a clear and conspicuous disclosure to the Consumer, in writing and in a separate document before requesting the Report, that a Report may be obtained for employment purposes, (4) To make a clear and accurate disclosure to the Consumer if an investigative consumer report (such as a reference check) will be obtained, including the nature and the scope of the Report and a statement informing the Consumer that additional information and a Summary of Rights is available, if requested, as required by the FCRA, (5) To obtain the proper written authorization from the Consumer for each Report prior to requesting any Report and retain such written authorization, as required by the FCRA, (6) To ensure full compliance with the FCRA and other related federal and state statutes and regulations, as applicable, to the Client, (7) By placing an order for a Report that, prior to placing each order, You provided the required disclosures to the Consumer and received the required authorizations from the Consumer in accordance with the FCRA, including but not limited to, 15 U.S.C. Sections 1681b(b)(2), 1681d(a), and 1681d(b), (8) That prior to placing each order for a Report, You have provided to the Consumer a clear and conspicuous disclosure in writing, consisting solely of the disclosure, that the Report may be obtained for employment purposes and, when required by the FCRA, a copy of Summary of Rights, (9) That, if a Report will be used for employment purposes, when placing an order for a Report, that You are certifying: (a) that You will comply with the pre-adverse and adverse action notice requirements of the FCRA; and (b) that information from the consumer report will not be used in violation of any applicable domestic, international, federal, state or local law or regulation, including but not limited to, any applicable federal or state equal employment opportunity law or regulation, (10) That if You form an intent to take an adverse action based in whole or in part on any information contained in a Report obtained from ADP, You must first provide proper additional notice to the applicant or employee, a copy of the Report obtained, and a Summary of Rights, as required by the FCRA or any other applicable law. After providing these additional pre-adverse action notices, You will provide the Consumer a reasonable opportunity to dispute information contained in a Report before making a final adverse hiring decision or taking any other adverse action based on any information contained in a Report. If You then decide to make a final adverse action or decision based in whole or in part on any information contained in a Report obtained from ADP, You agree to provide the applicant or employee such additional notices as are required under the FCRA and any other applicable federal, state and local law, including but not limited to: (1) the name, address and telephone number of ADP; (2) a statement that ADP did not make the adverse decision and is not able to explain why the decision was made; (3) a statement setting forth the Consumer's right to obtain a free disclosure of the Report from ADP if the Consumer makes the request within 60 days; and (4) a statement setting forth the Consumer's right to dispute directly with ADP the accuracy or completeness of any information in the Report. To the extent You request ADP to assist in any of such obligations, ADP will do so solely at Your direction and it will be clear that ADP was not involved in any hiring decision and all applicant questions as to why hiring decisions were made will be handled by You, (11) To take all measures to ensure that Reports will be requested, accessed and/or viewed only by Your designated representatives and only for employment purposes, provided, however, that You may disclose information within any Report obtained from ADP hereunder to an applicant or employee in accordance with applicable law, (12) To be responsible for the final verification of the Consumer's identity, (13) To be responsible for the security and dissemination of the customer number provided to You by ADP, (14) To receive such communications as ADP deems necessary to ensure You are made aware of changes in procedure or applicable law, (15) To ensure that Your designated representatives will not attempt to obtain any Report on themselves, associates, or any other person, except as part of their official duties, You represent and warrant to ADP that each of Your designated representatives has, and will at all times have, the required authority to (i) transmit information, directions and instructions on Your behalf and (ii) issue, execute, grant, or provide any approvals (other than amendments to this Agreement), requests, notices, or other communications required or permitted under this Agreement or requested by ADP in connection with the Background Check Services, (16) To not resell any Report or information in the Report, (17) To notify ADP in writing within ten (10) days of any changes to company name, federal tax identification number, address, telephone number, contact person, sale or closure of business, merger, change in ownership of 50% or more of the stock assets of Your business that would in any way affect Your right to request and receive Reports, You understand that certain changes may require additional credentialing, (18) To, within ten (10) days following ADP's request, make available to ADP for an audit such records as ADP deems necessary to review Your compliance with this Agreement and all applicable laws and regulations relating to the Background Check Services being provided to You, A failure to cooperate with an audit may result in the immediate suspension or termination of Background Check Services; and (19) That You have read and understand Your obligations under the FCRA and the penalties for requesting Reports under false pretenses or knowingly without a permissible purpose, and (20) That notwithstanding any sample forms provided by ADP, in whatever format, for the Background Check Services, You are responsible for the content of such forms.

#### 4. Fees; Taxes; Payments

A. Fees/Taxes You agree to pay ADP for the Services at the rates specified on the Sales Order or similar document, whether produced on-line, sent to You via email or otherwise provided to You by ADP. You will pay ADP for any Services added by You in the future at ADP's then prevailing prices for the Services or any services You purchase through the ADP Marketplace. ADP does not impose a charge for accessing its mobile application, but third party providers may charge fees to You to access data. You are solely responsible for any third party fees or charges associated with accessing any mobile application. You will also be obligated to pay any maintenance fees or charges assessed for any 30-day period during which You have not processed payroll. If You are a new ADP client processing on RUN, after the initial six months of service, ADP may increase prices for the Services at any time upon at least 30 days prior notice to You. If You previously processed payroll with ADP on another payroll platform, ADP may increase prices for the Services at any time upon at least 30 days prior notice to You. If You fail to pay any amount due hereunder, whether by acceleration or otherwise,

You, on written demand, agree to pay interest at the rate of 1.5% per month (or the maximum allowed by law if less) on such past due amount from the due date until the payment date. You also agree to reimburse ADP for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due ADP hereunder. There will be added to all payments hereunder amounts equal to an applicable taxes levied or based on this Agreement, excluding taxes based on ADP's net income. In the event that, due to changes in legal requirements, product modifications or enhancements or new product offerings in connection with any Background Check, ADP provides additional services not otherwise included in the selected Background Check Services, as may be modified, enhanced or changed by ADP from time to time, such additional services will be provided subject to an additional charge. In addition, if any change in the implementation of the Background Check Services occurs that requires ADP to devote resources, spend time or other costs not contemplated by this Agreement, You agree to pay such additional costs as required by ADP. If You receive Background Check Services, a service fee will apply when ordering the New York Consolidated Criminal History Report.

Payments ADP accepts direct debit of funds ("DDF") as payment for the Services. ADP will not accept cash, checks, C.O.D. orders and wire transfers for the Services. ADP does not accept credit cards except in limited circumstances for specific services. Your bank account will be debited, or Your credit card charged, as applicable. ADP may obtain pre-approval from the credit card company for an amount up to the amount of the order. Billing to Your credit card occurs once You click the Purchase Now button. For those specific services for which ADP accepts credit cards, the following are accepted: Visa, MasterCard, and American Express. PLEASE NOTE: ADP is unable to accept credit cards issued by banks outside of the United States. Debit cards and check cards have daily spending limits that may prevent the processing of Your order. If a purchase is declined online due to credit card issues, please ensure all data is correct and resubmit. If the transaction is not accepted You will be unable to use that card for Your purchase and should use another credit card.

#### 5. License to use the Services

A. RUN, the Services, any content, materials, tools, calculators, text or images and related software and systems are the licensed and/or owned property of and embody the proprietary trade secret technology of ADP and/or its licensors and are protected by copyright laws and international copyright treaties, as well as other intellectual property laws. The fees You pay ADP for RUN include a license fee that entitles You to use the related software and systems to access data processing services. The right to use RUN and access the data processing services provided by RUN is granted only to subscribers/licensees of ADP's RUN and their employees, for the sole purpose of using RUN, and this license terminates when You stop receiving RUN. ADP grants You a nonexclusive. non-transferable license to use RUN to access data processing services, and any related documentation supplied to You by ADP. Access to RUN and related systems and software are licensed not sold. You may not modify, create derivative works from, reverse engineer, decompile or disassemble or otherwise try to discover any trade secret contained in RUN or in any software or system used to provide RUN, except and only to the extent that applicable law expressly permits, despite this limitation. You may not transfer, sell, rent, lease, lend or use RUN, the Services or any software or system used to provide them, to any third person or for commercial software hosting or other service bureau services. You may not download all or any part of ADP's proprietary software. You receive no rights to RUN software or systems or intellectual property of ADP or its licensors, except as expressly stated herein. ADP may terminate or suspend Your access to RUN or any related Services (in whole or in part) at any time, with or without notice, if ADP has reason to believe that You have violated these terms or are otherwise using the Services in an inappropriate manner

RUN and related software and systems are intended to permit the transmission of data from within the United States and may not be used or accessed from outside the United States or in any way that violates any applicable international, federal, state or local laws and/or regulations.

- B. Teledata Clients: If You are a Teledata client, You are not permitted to access or use the ADP proprietary software except to view Your company data, print standard reports and modify employee data. You cannot use the ADP proprietary software to run payroll. As a Teledata client You have chosen to transmit Your payroll, tax and related information to ADP either by fax or over the telephone to an ADP representative. Therefore, the license and software use rights granted under these Terms to use RUN do not apply to You except as noted above.
- C. <u>Mobile Devices</u>. If you are accessing RUN on a mobile device (a "Device") or downloading the ADP mobile application for Services ("Licensed Application") on a Device, the following additional terms apply.
- Services. The Services available through the Licensed Application are licensed, not sold, to You for use under these Terms, subject to the ADP standard terms of service currently governing ADP's provision of Services to You. If you are downloading the Licensed Application onto a Device to access the Services, then the word "Site" as referenced herein then will be deemed to mean "Licensed
- b) Scope of License. The license granted to You for the Licensed Application, or by Your use of the Site on a Device, is a limited, non-transferable license to use the Licensed Application or Site by means of a Device that is approved for use for the Services, that You own or control and as permitted by the Device's usage rules. You may not distribute or make the Services available over a network where they could be used by multiple Devices at the same time.
- Commercial Items. The Licensed Application and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in Computer Software and Commercial Computer Software Documentation, as such refins are used 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to US Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States.
- Access to other services from Devices. In addition, third party services and third party materials thatmay be accessed from, displayed on or linked to the Device are not available in all languages or in all countries. ADP makes no representation that such services and third party materials are appropriate or available for use in any particular location. To the extent You choose to access such services or third party materials from your Device, you do so at Your own initiative and are responsible for compliance with any applicable laws including, but not limited to, applicable local laws. ADP, and its licensors, reserve the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will ADP be liable for the removal of or disabling of access to any such Services. ADP may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

### 6. Account Security and Passwords

In order to access and use RUN You will be required to provide proper credentials including Your User Name, Password and any other authentication required by ADP ("Authentication") to access RUN. You



are responsible for safeguarding the confidentiality of Your account information (including user email address(es) and Your Authentication selected by You or issued to You) and agree to take any and all actions necessary to maintain the privacy of Your Authentication for RUN. You are responsible for any use or misuse of Your account or RUN resulting from any third party using any Authentication selected by You or issued to You. Best practice is not to share or permit access to, Your Authentication, however, if You share or permit access to Your Authentication, including with or by any individual, contractor or vendor, You are responsible for any use or misuse of Your account by such individual, contractor or vendor. ADP will have no liability for any claims or losses as a result of You sharing or allowing access to Your Authentication. You agree to notify ADP immediately of any known or suspected unauthorized access to or use of Your account, Authentication of any individual user to whom You have issued Authentication or any other breach of security or misuse of RUN known to or suspected by You. You may change Your Authentication at any time by following the instructions located under the Security section of the Company Tab ("My Security Profile" and "Change My Password") in RUN. Data transmitted through RUN is encrypted for the user's protection. However, the security of transmissions over the Internet can never be guaranteed. ADP is not responsible for any interception or interruption of any communications through RUN or related software or systems or for changes to or losses of data. In order to protect You and Your data, ADP may suspend Your use of the Services immediately, without notice, pending an investigation, if any breach of security is suspected. In connection with the Background Check Services, You acknowledge that, for security reasons, Your

Background Check account may be inactivated by ADP after a prolonged period of inactivity; provided, however, that inactivation of an account does not result in termination of this Agreement. In the event Your Background Check account becomes inactive, You must contact ADP to reactivate the Background Check account. You acknowledge that as a result of an account being deactivated, in certain circumstances, You may be required to provide new certifications with respect to Your obligations under this Agreement and in connection with the Background Check Services

7. <u>Disclaimer of Warranties</u>
A. NEITHER ADP NOR ITS LICENSORS OR VENDORS MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE CONDITION, SUITABILITY, RELIABILITY, AVAILABILITY, COMPLETENESS, SECURITY, TIMELINESS, OR ACCURACY OF RUN OR THE SERVICES OR ANY INFORMATION, CALCULATIONS, SOFTWARE OR OTHER MATERIALS OR RESULTS INCLUDED IN OR AVAILABLE THROUGH RUN OR THE SERVICES, FOR ANY PURPOSE. ALL OF THE FOREGOING ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE SERVICES ARE PROVIDED AS A RESEARCH AND REFERENCE TOOL ONLY AND DO NOT, AND ARE NOT INTENDED TO, CONSITITUTE LEGAL ADVICE. ADP DOES NOT PROVIDE LEGAL ADVICE. ADP AND ITS LICENSORS AND VENDORS HEREBY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WITH REGARD TO RUN OR ANY INFORMATION, CALCULATIONS, SOFTWARE OR OTHER MATERIALS OR RESULTS INCLUDED IN OR AVAILABLE THROUGH RUN OR THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU WILL BE RESPONSIBLE FOR (AND NEITHER ADP NOR ITS LICENSORS OR VENDORS WILL BE LIABLE FOR): (1) THE CONSEQUENCES OF ANY INSTRUCTIONS YOU MAY GIVE TO ADP; (2) YOUR FAILURE TO USE RUN IN THE MANNER PRESCRIBED BY ADP; (3) YOUR FAILURE TO PROTECT YOUR AUTHENTICATION; (4) MAINTAINING AND BACKING-UP ANY INFORMATION YOU ARE PROVIDING OR USING IN CONNECTION WITH THE ADP RUN SERVICES; AND (5) YOUR FAILURE TO SUPPLY ACCURATE INPUT INFORMATION.

- B. ADP will not be liable for any damage or losses, including damage, loss or disclosure of data, accounts, revenue or business, arising out of or otherwise related to (1) use of RUN by You or by any other party to whom You have given access to Your RUN account information or RUN; (2) errors, bugs or other defects in RUN; (3) lost company, employee or vendor information (e.g., payroll information, social security numbers, lost records regarding withholdings, etc.); (4) illegal or criminal activities; (5) mistakes, omissions, interruptions, deletion of files or e-mail, loss of or damage to data, errors, defects, viruses, delays in operation, or transmission, or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorized access to ADP's records, programs or services; or (6) Your actions with Your employees or vendors, or the use of their information.
- C. Third party links, web sites, content and services.

ADP prohibits unauthorized links to the Site or the Services and the framing of any ontained on the Site or any portion of the Site or the Services. ADP reserves the right to disable any unauthorized links or frames. ADP has no responsibility or liability for any material on other web sites that may contain links to the Site or the Services. The Services and any web sites may display, include or make available, services, content, data, information, applications, links, terms of use or materials of or from third parties or provide links to certain third party web sites not under the control of ADP. Third party materials and links to other web sites are provided solely as a convenience to You. You acknowledge and agree that ADP is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such third party materials or web sites. ADP does not warrant or endorse and does not assume and will not have any liability or responsibility to You or any other person for any third party services, terms, third party materials or web sites, or for any other materials, products, or services of third parties. You also agree that any third party charges that are necessary to use the Site or the Services, such as internet charges and service provider charges, are Your responsibility and not that of ADP. You understand that by using any of the third party services, You may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless,

such services at Your sole risk and ADP shall not have any liability to You for content that may be found to be offensive, indecent, or objectionable. ADP DOES NOT ENDORSE, WARRANT, OR GUARANTEE ANY PRODUCT, INFORMATION OR SERVICE OFFERED BY A THIRD PARTY THROUGH THE SITE OR SERVICES, AND WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN ANY USER OF THE SITE OR SERVICES AND ANY SUCH THIRD-PARTY PROVIDER.

Services available through or integrated with RUN. At times, ADP may make available to You through RUN or the Services, or integrate RUN or the Services with, the services of a third party, either through a link, integration, or otherwise. ADP reserves the right to terminate such links, services or integrations at any time for any reason. If You use any third party services that are integrated with or linked to the Site or Services which require the transmission, use, sharing, access or exchange of Your Client Content or any other payroll or other data or information You provide to

ADP or the third party, You are expressly agreeing to the transmission, use, sharing, access and exchange of such data between ADP and the third party. Your use of any third party services will be governed by any terms You agree to with the third party and in the event of any conflict between these Terms and any third party terms, these Terms will apply to the provision of the RUN Services by ADP

Feedback. You acknowledge and agree that You or Your employees may be asked or have the opportunity to provide suggestions, comments, submissions, content or other feedback regarding RUN or the Services ("Feedback") either within RUN, directly to an ADP representative, on an ADP web or social media site or through surveys or links to or from third party sites that may collect such information from You on behalf of ADP. You agree that all Feedback will automatically become the property of ADP, without any compensation to You or any obligation for ADP to review the Feeback, is and will be given entirely voluntarily and any Feedback, even if designated or deemed as confidential by You, will not create any confidentiality obligation for ADP.

Furthermore, You hereby acknowledge and understand that, with respect to any Feedback, ADP is and will be free to use, disclose, reproduce, license or otherwise distribute or redistribute, and exploit in any way the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise. You represent and warrant that You own and have the right to provide such Feedback and will indemnify and hold ADP harmless from and against any claims resulting from a breach of this representation and warranty

#### 8. Intellectual Property

A. Ownership of Proprietary Rights All computer programs (other than pre-packaged third-party software), tutorials and related documentation made available, directly or indirectly, by ADP to You as part of the Services are the exclusive property of ADP or the third parties from whom ADP has secured the rights to such Services. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the Services and the related logos, names, etc. are reserved. The use of any software included in, or supplied by ADP for use with, the Services will be governed by the license terms of this Agreement and any additional license (whether written, shrinkwrapped or on-line) that may be delivered to You in connection with Your use of RUN (such as any software required to view or print reports generated by RUN). In the event of a conflict, the terms of this Agreement shall prevail. B. <u>ADP Indemnity</u> Subject to the remainder of this Section 8B, ADP will defend You in any suit or cause of action, and indemnify and hold You harmless against any damages payable to any third party in any such suit or cause of action, alleging that the Services as used in accordance with this Agreement infringe any U.S. patent, copyright, trade secret or other proprietary right of any third party. The foregoing obligations of ADP are subject to the following requirements: You will take all reasonable steps to limit any potential damages which may result; You will promptly notify ADP of any and all such suits and causes of action; ADP controls any negotiations or defense of such suits and causes of action, and You assist as reasonably required by ADP. The foregoing obligations of ADP do not apply to the extent that the infringing Services or portions or component thereof or modifications thereto were not supplied or directed by ADP, or were combined with other services, processes or materials not supplied or directed by ADP (where the alleged infringement relates

C. Use of Your Authorized Marks In the event that ADP makes available branding of any materials cards and/or websites associated with the Services and You request such branding, You grant to ADP, to the card issuers and any third party service providers designated by ADP (collectively, "Authorized Users") the right to display Your trademarks, trade names, service marks, logos and designs designated by You (the "Authorized Marks"), subject to Your right to review and approve the copy prior to the use of such Authorized Marks. This authorization will cover the term of this Agreement and, if You are receiving Pay Card Services, any period of ongoing use of the Cards by employees after termination of this Agreement.

#### 9. Your Warranties

By subscribing to RUN, You make the following representations and warranties: (1) You have the legal capacity and authority to (a) enter into and be bound by these Terms, (b) to subscribe to and use RUN in accordance with these Terms and (c) if You are acting in a corporate capacity, to bind Your company; (2) You will not use RUN for any purpose that is unlawful, or prohibited by these Terms (as may be modified from time to time); and (3) All information supplied by You or by others using Your account is true and accurate, including information submitted as part of the registration, subscription and billing

### 10. Confidentiality/Privacy

All Confidential Information disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with its own confidential information. The receiving party will limit access to Confidential Information to its employees and authorized representatives with a need to know and will instruct them to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose Confidential Information to the extent necessary to enforce its rights under this Agreement. Additionally, ADP may (i) disclose Confidential Information to the extent necessary for ADP to perform the Services, (ii) disclose Confidential Information among ADP affiliates, subsidiaries or companies under common control with ADP, (iii) share Your FEIN number(s) with its trusted business partners in order to identify mutual clients, (iv) disclose Confidential Information to a third party including subcontractors, to the extent that disclosure of such information is required to perform the Services, the Background Check Services or any other Services You requested, (v) disclose Your banking and company information to the ADP banking partner that referred You to ADP, and (vi) disclose Confidential Information in connection with the Background Check Services as is required by ADP under any requirements of governmental data sources and consumer reporting agencies (for which ADP is a reseller), or under applicable laws and regulations (including, without limitation, in connection with an audit or regulatory examination by a governmental authority). You acknowledge that ADP or its affiliates may from time to time communicate directly with You and/or Your employees in order to provide the Services, solicit Feedback or market its products and services or those of its recommended vendors or partners and may use certain Confidential Information to do so. Additionally, ADP may share Confidential Information with its affiliate, ADP Broker Dealer, Inc. ("ADPBD") in order for ADP or ADPBD to market or service "Rollover IRAs" for Your terminated employees. You also agree that ADP or ADPBD may disclose such information to a terminated employee to the extent it relates to such employee and acknowledges that ADP or ADPBD may be compensated by a financial institution if an employee selects a Rollover IRA. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, ADP can retain information for regulatory purposes or in back-up files, provided that ADP's confidentiality obligations hereunder continue to apply. You also agree that ADP may use Your or Your employees' and participants' information for purposes other than performance of the Services but only in an aggregated, anonymized form, such that neither You nor Your employees or participants may be identified, and You will have no ownership interest in such aggregated, anonymized



data. For purposes of this Section, "Confidential Information" will mean: all information of a confidential or proprietary nature provided by the disclosing party to the receiving party for use in connection with the Services, and will include, with respect to any Background Check Services, the Guide and any ADP operating guidelines which may be provided with respect to the Background Check Services, but does not include (i) information that is already known by the receiving party, (ii) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis. Confidential Information of ADP also includes all ADP trade secrets, processes, proprietary data, information or documentation related thereto, or any pricing or service information furnished to You by ADP. Your Confidential Information also includes all personally identifiable payroll and employee-level data.

Information about You submitted through RUN or the Services is subject to ADP's privacy statement, located at <a href="http://privacy.adp.com/privacy.html">http://privacy.adp.com/privacy.html</a>.

#### 11. Limitation of Liability

This Section 11 sets forth the full extent of ADP's liability for damages resulting from this Agreement or the Services rendered or to be rendered hereunder, regardless of the form in which such liability or claim for damages may be asserted, and sets forth the full extent of Your remedies. Each of ADP and You acknowledges that the fees for the Services to be provided hereunder reflect the allocation of risk set forth in this Section 11.

- A. <u>ADP Responsibility</u> ADP will correct any of Your reports, data or tax agency filings, as the case may be, produced incorrectly as a result of an ADP error, at no charge to You. Additionally, ADP will reimburse You for (i) actual damages You incur as a direct result of the criminal or fraudulent acts or willful misconduct of ADP or any of its employees, or the loss or misdirection of Your funds in possession or control of ADP due to ADP's error or omission (ii) any penalty imposed against You as a result of an error or omission made by ADP in performing the Tax Filing Services or (iii) any interest assessed against You as a result of ADP holding Your tax funds past the applicable due date as a result of an error or omission made by ADP in performing the Tax Filing Services.
- B. Your Responsibility You will be responsible for (i) the consequences of any instructions You may give to ADP, (ii) Your failure to use the Services in the manner prescribed by ADP, and (iii) Your failure to supply accurate input information.
- C. Limit on Monetary Damages Notwithstanding anything to the contrary contained in this Agreement (other than as set forth in Section 11.A. regarding ADP errors and any direct damages You incur for infringement claims as set forth in Section 8.B. above), ADP's aggregate liability under this Agreement during any calendar year for damages (monetary or otherwise) under any circumstances for claims of any type or character made by You or any third party arising from or related to the Services, will be limited to the lesser of (i) the amount of actual damages incurred by You or (ii) ADP's charges for the affected Services; provided however, that ADP's aggregate liability hereunder in any calendar year will not exceed the average charge for one payroll processing paid by You to ADP for the payroll services during such calendar year. ADP will issue You a credit(s) equal to the applicable amount and any such credit(s) will be applied against subsequent fees owed by You.

  D. No Consequential Damages NEITHER ADP, NOR YOU WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION OR LOSS OF INFORMATION) THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBLITY OF SUCH DAMAGES.



#### 12. Term and Termination; Your Default; Remedies Upon Default

Termination Either party can terminate this Agreement at any time on at least thirty (30) days prior written notice. Either Party can also suspend performance and/or terminate this Agreement immediately upon written notice at any time if: (i) the other Party is in material breach of any material warranty, term, condition or covenant of this Agreement and fails to cure that breach within thirty (30) days after written notice thereof; (ii) the other party stops business operations; or (iii) the other Party becomes insolvent, generally stops paying its debts as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days after commencement of one of the foregoing events). ADP may also suspend performance and/or terminate this Agreement immediately without prior notice in the event You, Your employee(s) or any other third party (i) includes in any Services any Client Content, or undertakes any action(s), which is obscene, offensive, inappropriate, threatening, or malicious; which violates any applicable law or regulation, including if You have violated, or conducting business with You, a payee or subsidiary of Yours, is in violation of, any of the rules or regulations promulgated by OFAC, or any contract, privacy or other third party right; or which otherwise exposes ADP to civil or criminal liability or (ii) wrongfully uses or accesses the Services or any other systems of ADP used in the performance of its obligations under this Agreement. Additionally, Payment Services may be immediately suspended or terminated by ADP without prior notice if (i) ADP has not received timely funds from You as required by Section 1C above; (ii) a bank notifies ADP that it is no longer willing to originate debits from Your account(s) and/or credits on Your behalf for any reason, (iii) the authorization to debit Your account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account, (iv) ADP reasonably determines that You no longer meet ADP's credit/financial eligibility requirements for such Services or (v) You have any material adverse change in Your financial condition. In addition to any other termination rights in this Agreement, if ADP determines that You have failed to comply with any provision of these Additional Terms related to Background Check Services, ADP may, at its sole discretion and upon notice to You, immediately terminate any Background Check Services.

B. Post-Termination If any of the Services are or may be terminated by ADP, ADP will be entitled to allocate any funds available to ADP in such priorities as ADP (in its sole discretion) may determine appropriate (including reimbursing ADP for payments made by ADP hereunder on Your behalf to a third party) and You will immediately: (i) become solely responsible for all third party payment obligations now or hereafter due (including, for Tax Filing Services, all related penalties and interest), (ii) reimburse ADP for all payments made by ADP hereunder on Your behalf to any third party, and/or (iii) pay any and all fees and charges invoiced by ADP to You relating to RUN. If ADP elects not to terminate any or all of the Services as permitted hereunder, ADP may require You to pay Your outstanding and all future third-party amounts covered by the Services and/or ADP's fees and charges for the Services to ADP by bank or certified check or by wire transfer as a condition to receiving further Services.

#### 13. Funding Indemnification

You will be liable for debits properly initiated by ADP hereunder. You unconditionally promise to pay to ADP the amount of any unfunded payroll (including any debit that is returned to ADP because of insufficient or uncollected funds or for any other reason), on demand and interest thereon at the rate set forth in Section 4A. Also, if any debit to an employee or other Payee's or Your account reversing or correcting a previously submitted credit(s) is returned for any reason, You unconditionally promise to pay the amount of such debit upon demand and interest thereon at the rate set forth in Section 4A. You will be liable for, and will indemnify ADP against, any loss, liability, claim, damage or exposure arising from or in connection with any fraudulent or criminal acts of Your employees or payees. You agree to cooperate with ADP and any other parties involved in processing any transactions hereunder to recover funds credited to You or any employee as a result of an error made by ADP or another party processing a transaction on behalf of ADP.

#### 14. Other Features

<u>Data Access/Accountant Connect Feature</u> When You authorize Your accounting professional or other third party ("Your Representative") to access the RUN Data Access or Accou Connect feature, You grant Your Representative permission to view and/or print electronic reports and tax forms as well as view, print and download Your general ledger information. The information accessible by Your Representative is generated by RUN based on and/or including Your Client Content. This method of access will not permit Your Representative to make any changes or updates to Your Client Content. Your Representative will have access to employee level information for all employees, and will have the ability to grant that same access to others within their organization. You and Your Representative are solely responsible for any activity conducted with the Data Access or Accountant Connect feature by You or Your Representative. ADP may keep Your payroll reports and tax forms for a period of time after any termination of Your services for a period of time designated by ADP and make these records and reports available to You or Your Authorized Representative to view, print and/or download, as a convenience, without obligation to do so, if Your Representative was previously authorized to access these records and reports.

CPA View Feature When You authorize Your accounting professional ("Your CPA") to access the RUN CPA View feature, You grant Your CPA permission to view Your company and employee information and, view and/or print Your reports, view, print and/or update tax forms, download Your general ledger information, perform general ledger mappings (assign general ledger accounts to payroll items), as well as to change their login password and update their security profile. The information accessible by Your CPA is generated by RUN based on and/or including Your Client Content. This method of access will not permit Your CPA to make any changes or updates to Your Client Content. Your CPA will have access to employee level information for all employees. You and Your CPA are solely responsible for any activity conducted with the CPA View feature by You or Your CPA.

C. <u>Multi-Company Access Feature</u> When You are processing Your payroll using RUN for multiple entities, RUN will provide You with the ability, through its Multi-Company Access Feature, to access multiple companies without having to log out of one company and log back into another company. When You utilize the Multi-Company Access feature You can assign multi-company access administrator rights to a RUN user. By doing so You acknowledge that such RUN user will have the authority to set up other RUN users for the feature. The list of companies that a user can access using this feature can be customized for each user. The user's role will be the same for all the companies listed for the user and may be changed during the Multi-Company Access setup. You, Your administrator and any users designated using this feature are responsible for any activity conducted in

#### 15. General

A. Inducement You have not been induced to enter into this Agreement by any representation or

- with respect to its subject matter and supersedes and overrides all prior agreements on the same subject matter, including any printed terms You may have signed, and will govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. This Agreement contains the most updated RUN terms and may be modified from time to time. In the event of a conflict between these Terms and any other previously signed agreements, these Terms will apply unless You have signed a Resource on Run Client Services Agreement ("Resource CSA") in which case the Resource CSA will govern the provision of those Services to You.
- B. No Third Party Beneficiaries ADP has no obligation to any third party (including, without limitation, Your employees and/or any taxing authorities) by virtue of this Agreement. Other than with respect to ADP's vendors/licensors as set forth under sections 1(F)(xvii), 7 and 11 above, there will be no third party beneficiaries to this Agreement.
- C. Force Majeure Any party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failure or other cause beyond the party's reasonable control. D. Non-Hire During the term of this Agreement, You will not solicit the employment of any ADP employee who has been involved in furnishing Services hereunder.
- Waiver The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party will not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party
- Severability If any of the provisions of this Agreement will be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of You and ADP will be construed and enforced accordingly.
- Relationship of the Parties You and ADP expressly understand and agree that each party is an independent contractor in the performance of each and every part of this Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection
- Governing Law This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions.
- Pricing The prices stated herein or in any sales order are not contingent or dependent on, way related to, Your purchase of other products or services from ADP not covered hereunder, and will be honored regardless of whether or not such other products or services are purchased.
- Printing These Terms and Conditions of Service If You do not have print capability or You otherwise desire to obtain a hard copy of these Terms, please visit RUN customer service Web site and send an email requesting a hard copy. You may view Your Terms on the Forms page in the Support pages within the RUN application.



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#### EXHIBIT A

#### Pay Card Terms and Conditions of Service

- (i) Pay Card Services shall refer to ADP's payment of certain of Your Payees, through an ALINE Card ("ALINE Card") for wages, commissions, consulting fees or similar compensation or work-related expenses ("Permitted Payments") which are to be paid in Your normal payroll cycle. ALINE Cards are issued by a financial institution selected by ADP (the "Issuing Bank"). The ALINE Cards issued to Payees of Yours may be referred to herein collectively as the "Cards" or each a "Card" or "Pay Card" and Payees of Yours who receive a Card may be referred to herein collectively as "Cardholders" or each a "Cardholder". You will assist and cooperate with ADP in the use of the Pay Card Services solely to direct legal Permitted Payments to Payees via the Pay Cards. You also agree that You will not unduly influence a Payee's decision with respect to receiving their Permitted Payments via a Pay Card. In addition, unless approved by ADP in writing, You agree that You may not make Cards available to individuals residing in any country other than the United States, and You represent and warrant that any payments that You request ADP to make hereunder will not violate any laws of the United States, including employment eligibility laws, and are for services rendered in the employment context. You shall not mail, distribute, transport or otherwise provide Cards to any individual outside the United States without the express written consent of ADP.
- (ii) You understand and acknowledge that access to the ADP Pay Card Services shall be conditioned upon You passing ADP's credentialing process prior to implementation and passing any additional credentialing that ADP may deem necessary in connection with the ADP Pay Card Services. You further understand that the Pay Card Services may be modified as ADP may deem appropriate to assist ADP or the Issuing Bank in complying with its obligations.
- Cardholder Set-Up. You will set-up (or cause ADP to set-up) each Payee as a Cardholder using data and/or procedures required by Issuing Bank or ADP. You represent and warrant that You have all necessary consents and authorizations of each Payee included in submitted set-up data that is required under applicable law and rules, including NACHA (as defined below), for Payee to (a) receive payments from You on its Card and (b) participate in the ADP Pay Card Services. You agree to promptly provide documentation or records related to the set-up of Cardholders and participation of Cardholders in the ADP Pay Card Services to ADP and/or Issuing Bank upon request and agree that such information may be provided to any regulatory authority having jurisdiction over the Issuing Bank or ADP. You, and not ADP nor any of its subcontractors, is responsible for reviewing all enrollment information supplied by such Payees and confirming that it is accurate and complete. Prior to set-up of any Payee on the Cardholder database and distribution of a Card to such Payee, You will: (i) inspect identification documents that will verify such Payee's identity and eligibility to work in the U.S. ("Identity Verification Documents") (e.g., (1) a passport or (2) a U.S. issued driver's license or picture identification card issued by a state or U.S. federal agency and social security card or (3) a U.S. issued driver's license and birth certificate); and (ii) obtain from such Payee and provide to ADP the following information, which information provided shall be accurate and verified by You: (a) name; (b) residential street address (a Post Office Box is unacceptable); (c) date of birth; (d) social security number for U.S. citizens and permanent residents (or other government issued ID number acceptable to ADP and Issuing Bank for individuals who are not U.S. citizens or permanent residents); and (e) personal telephone number. You agree to provide such additional information as may be required by ADP or the Issuing Bank in issuing a Card. You further agree that ADP or Issuing Bank (directly or through a subcontractor) may request and obtain identity information and legal documentation directly from the Payee to verify the identity of any Payee set up on the Cardholder database or participating in the ADP Pay Card Services and that a Payee may be denied ADP Pay Card Services for several reasons, including Your or Payee's failure to provide accurate information or the inability by ADP or Issuing Bank (directly or through a subcontractor) to validate the personal information of the Payee. You also covenant to ADP and Issuing Bank that, with respect to each Cardholder, You will: (i) make and preserve either of the following: (a) at least one (1) copy of all Identity Verification Documents; or (b) a

description of the Identity Verification Documents that were relied on by You noting the date the Verification Documents were reviewed, type of document (e.g., driver's license, government issued identification, passport, alien registration card), any identification number contained in the document, the place of issuance (e.g., state or country) and, if any, the date of issuance and expiration date, provided that if You utilize the ALINE Card to pay independent contractors who use form 1099, You will preserve a copy of all Identity Verification Documents as required by (i)(a) above for those Payees. You agree to retain such documentation during the time that such Payee is a Cardholder until the earlier of (a) five years from termination of Your obligation to make payments to such Payee or (b) five years from termination of such Payee's Card account; provided, however, that in the event a longer retention period is required for the Issuing Bank or ADP to meet its legal obligations, as a result of a change in applicable law or official interpretations thereof, ADP shall provide notice of such longer retention period and You shall retain such documentation for such longer retention period.

(iv) Issuance of ALINE Cards. You may be issued an inventory of instant issue Cards. If You are issued instant issue Cards, You are responsible for distributing Cards to Your Payees from Your inventory of Cards. Prior to providing Payee's information to ADP to issue a permanent Card or load value on an instant issue Card, You shall provide each Payee with the following notice required under the USA Patriot Act: "IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW PREPAID CARD ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open a Prepaid Card account, we may require your name, address, date of birth, Social Security number, tax identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents." The USA Patriot Act notice may be updated from time to time by ADP or the Issuing Bank. Prior to or in conjunction with distributing a Card to any Payee, You shall (i) remove the account routing information from the card kit; and (ii) provide each Payee with a copy of the Issuing Bank's Terms and Conditions and other enrollment-related materials. You will provide Cardholders with any other information and materials regarding the ADP Pay Card Services provided to You from time to time that is necessary for Issuing Bank or ADP to comply with applicable laws or regulations. You will be responsible for the safekeeping of the inventory of Cards received by You and for any theft or misappropriation of any such Cards prior to a valid and authorized issuance and distribution of such Card to a Payee of Yours. You shall not, under any circumstance, disclose or make available the account routing (ABA/DDA) number to any Payee. You shall direct Payees to the Cardholder services telephone number to obtain account routing (A

- (ABA/DDA) number. The amounts to be loaded to each Cardholder's ALINE Card will be provided to ADP by You through one of ADP's standard payroll transmission methods available to You or another means agreed to by ADP and You. You acknowledge that Payees must accept the Cardholder Terms and Conditions and that the Card may be cancelled by ADP or the Issuing Bank at any time in accordance with the Cardholder Terms and Conditions.
- (v) Card Status. You are responsible for ensuring that Cardholders are paid via an alternate pay method in such instances where a Cardholder's Card has not been activated, or has been terminated, cancelled or is in inactive status.
- (vi) Cardholder Services. ADP will make available Cardholder services to Cardholders. You will direct Cardholders to resolve all disputes regarding Card fees and charges and disputed charges on a Card with, and to report any lost or stolen Cards to, Cardholder services. Contact information for Cardholder services is in the Cardholder agreement provided with each Card. Notwithstanding the foregoing, You will be responsible for resolving all disputes by Cardholders regarding amounts credited or debited to the Cards at Your request.
- (vii) Cardholder Communication and Card Features. You understand that Cardholders may receive notices, mailings and other communications directly from ADP or the Issuing Bank. In addition, ADP may make additional Card features available to Cardholders (e.g., secondary cards, card portability, reward programs, etc.).
- (viii) Issuing Bank. All Cards issued to Cardholders are the property of Issuing Bank and are subject to cancellation by the Issuing Bank at any time in accordance with Issuing Bank's Cardholder Terms and Conditions. In the event of cancellation of a Card, such Payee will be required to resume another means of payment made available by You.
- (ix) Cardholder Information. You understand that You are not entitled to access or review any Cardholder transaction information. Notwithstanding the foregoing, in limited circumstances (e.g., where necessary to investigate or prevent fraud) and consistent with the applicable Cardholder privacy policy, ADP may provide certain Cardholder transaction information to You. You agree to treat all Cardholder account information, including Card transaction records, and all other information related to the Issuing Bank or ADP's provision of ADP Pay Card Services to Cardholders, whether provided or made available to You by ADP or Issuing Bank (or their respective agents and subcontractors), as confidential in accordance with the terms of Section 10 of the RUN Terms and Conditions of Service.
- (x) Cardholder Fees. You acknowledge that separate fees and charges will be applied to Cardholders' Cards as set forth on the fee schedule provided to each Payee with the card kit prior to activation of the Card and such fees and charges are the responsibility of the Cardholder. Such Cardholder fees and charges are subject to change in accordance with the Cardholder Terms and Conditions applicable to the Cards. Current Card fees and charges are available upon request by You.
- (xi) Use of Your Authorized Marks. In the event that ADP makes available branding of any materials, Cards and/or websites associated with the ADP Pay Card Services and You request such branding, You grant to ADP, the Issuing Bank and any third party service provider designated by ADP (collectively, "Authorized Users") the right to display the Authorized Marks on the materials, Cards and/or websites associated with the ADP Pay Card Services, subject to Your right to review and approve the copy prior to the use of such Authorized Marks. The term "Authorized Marks" shall refer to any trademarks, trade names, service marks, logos and designs designated by You for branding in connection with the ADP Pay Card Services. This authorization shall cover the term of this Agreement and any period of ongoing use of the Cards by Payces after termination. You understand that various marks identified with ADP, the Issuing Bank and other parties providing services with respect to the Cards may also appear on the materials, Cards and/or websites associated with the ADP Pay Card Services. You shall indemnify and hold harmless the Authorized Users from any loss, damages, claims, liabilities or expenses (including reasonable attorney's fees) that they may incur as a result of any claim that an Authorized User's use of or reference to the Authorized Marks as permitted herein infringes on the right of any other party.
- (xii) Use of Issuing Bank's Marks. Except for materials and collateral provided by either ADP or the Issuing Bank, You agree that You will not use the name or marks of the Issuing Bank in any materials You distribute or make available to Your Payees without the Issuing Bank's prior written consent, as applicable.
- (xiii) Payee Information. Notwithstanding the provisions of Section 10 of the RUN Terms and Conditions of Service, You agree that ADP and its subcontractors providing ADP Pay Card Services may disclose information to a Cardholder related to Your loads to Cardholder's Card and Card enrollment information provided by You regarding Cardholder and may otherwise use or disclose information regarding a particular Cardholder with the consent of that Cardholder or consistent with the Cardholder agreement and/or privacy policy applicable to that Cardholder.
- Your Responsibility for Compliance with Laws. Regarding the ADP Pay Card Services, the following provision shall apply in place of Section 1.E. of the RUN Terms and Conditions of Service with respect to laws and governmental regulations affecting the ADP Pay Card Services. Subject to Your fulfillment of Your compliance responsibilities under the Federal Reserve Board, Regulation E (12 CFR 1005, "Regulation E") as set forth below, ADP shall be responsible for compliance with the other requirements of Regulation E applicable to financial institutions with respect to payroll card accounts. Except as stated in the previous sentence, You (and not ADP, the Issuing Bank or their agents and subcontractors) are solely responsible for (i) compliance with all laws and governmental regulations affecting Your business, including state labor and payroll laws and the permissibility of the ADP Pay Card Services under such laws and federal employment eligibility laws, and (ii) any use You may make of the ADP Pay Card Services to assist You in complying with such laws and governmental regulations In addition, You shall be responsible for compliance with those requirements of Regulation E controlled by You. Without limitation of the foregoing, You will fulfill the following responsibilities: (i) You will distribute to Your Payees all documentation (including, without limitation, Card fees and charges disclosure schedule and Cardholder Terms and Conditions) that ADP makes available to You for distribution purposes, and (ii) You will not mandate that any Payee receive wages only on the ALINE Card; in lieu of such mandate, You will provide to Payees other legally permissible options for payment of wages. You also represent and warrant that any payments that You request ADP to make hereunder will not violate any laws of the United States and are for services rendered in the employment context for Payees who are legally eligible to work in the U.S. You will not rely solely on Your use of the ADP Pay Card Services in complying with any laws and governmental regulations.
- (xv) Audits and Information Requests. You agree that upon prior notice from ADP or Issuing Bank, ADP, Issuing Bank and any regulatory authorities which have jurisdiction over the Issuing Bank or ADP shall have the right to audit and inspect Your books and records related to the ADP Pay Card Services and Your performance of Your obligations with respect thereto, including, without limitation, the following: (i) Your records pertaining to the set-up of Payers and the Cardhelder database and Newwords VADP \*\* Online Payers Issuing Payers Issuin



participation of Cardholders in the ADP Pay Card Services; and (ii) the Identity Verification Documents. Subject to applicable law, You agree to provide Issuing Bank or ADP with information and documents related to the ADP Pay Card Services in Your control or possession (x) in connection with inquiries or requests made by regulators or other enforcement agencies or authorities or (y) where provision of such information and documents is otherwise necessary for Issuing Bank or ADP to demonstrate compliance with applicable law, regulatory requirements or network rules to which Issuing Bank or ADP is subject.

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- (xvi) Network Rules. ADP Pay Card Services are subject to financial industry rules and compliance standards imposed by various card/payment networks or associations (collectively, the "Network Rules"). You agree, to the extent You utilize ADP Pay Card Services, to comply with Network Rules identified by the Issuing Bank from time-to-time related to such things as Card security and fraudulent or impermissible use of Cards.
- Third Party Beneficiary. Notwithstanding Section 15 of the RUN Terms and Conditions of Service, You acknowledge and agree that Issuing Bank (and its respective successors and assigns) is a third party beneficiary of this Agreement (as it relates to ADP Pay Card Services) entitled to enforce each of the provisions of this Exhibit and the RUN Terms and Conditions of Service specifically listed below against You as well as the limitation of liability provisions of Section 11 of the RUN Terms and Conditions of Service applicable to the foregoing sentence include Sections 1C and 12A and the provisions of this Exhibit A applicable to the foregoing sentence include Sections (ii), (iii), (iv), (viii), (xv), (xvi), (xvii), (xviii), (xviii), (xix), (xx) and (xxi). You acknowledge and agree that Section (ix) (Cardholder Information) and Section (xx) of this Exhibit A, and Section 11 (Limitations of Liability) of the RUN Terms and Conditions of Service, and Section (xii) (Indemnification) of this Exhibit A shall survive termination or expiration of this Agreement and the RUN Terms and Conditions of Service.
- (xviii) Liability for Interruptions and Delays. Neither ADP nor the Issuing Bank shall be liable or deemed to be in default for any act, failure to act, negligence or bad faith by, or the insolvency of, any clearing house, card network or card association governing use of the Cards issued hereunder. Neither ADP nor the Issuing Bank shall be liable for any damages to You arising from any decision to refrain from or delay originating debit/credit entries or issuing ADPChecks or crediting amounts to any ALINE Card (a) after reasonable efforts to verify Your instruction or such debit/credit entries by the required security procedure have failed, (b) due to Your creditworthiness, or (c) because ADP has not received timely funds from You as required by Section 1.C. of the RUN Terms and Conditions of Service.
- (xix) Client Indemnity. You shall be liable for, and shall defend, indemnify and hold harmless, ADP, its agents and subcontractors and the Issuing Bank, from and against any and all loss, liability, claim, damage or exposure arising from, or in connection with, any breach of Your compliance obligations hereunder, any fraudulent or criminal acts of Your employees, including as a result of the theft or misappropriation of any Cards (or any negotiable instruments that may be issued with Cards) by Your employees (e.g., the issuance of unauthorized Cards or fraudulent use of negotiable instruments) or the loading of unauthorized value onto Cards. You also agree to defend, indemnify and hold harmless Issuing Bank from and against any and all loss, liability, claim, damage or exposure arising from, or in connection with Your negligence in connection with Your use and/or provision of the ADP Wage Payments Card Services or otherwise in connection with Your performance or obligations under this Agreement.
- (xx) No Consequential Damages. IN NO EVENT WILL THE ORIGINATING BANK, THE ISSUING BANK, ADP OR ANY OF ADP'S AGENTS OR SUBCONTRACTORS BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH YOU MAY INCUR OR EXPERIENCE ON ACCOUNT OF ENTERING INTO OR RELYING ON THIS AGREEMENT OR USING THE ADP PAY SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (xxi) Termination. You agree that the ADP Pay Card Services (or any feature thereof) in any designated jurisdiction may be terminated on 60 days notice to You if ADP or the Issuing Bank believes that any changes in any Network Rules or NACHA rules, or changes to, or interpretations of, applicable law by any federal, state or local governmental authority, or any formal or informal order, instruction or directive communicated to ADP or the Issuing Bank by such authority make it commercially impractical to continue to provide the ADP Pay Card Services (or any feature thereof) in such jurisdiction.

Notwithstanding anything to the contrary herein, ADP may immediately in ADP's sole discretion suspend any of the ADP Pay Card Services or terminate this Agreement and/or any of the ADP Pay Card Services and declare all amounts due and to become due immediately due and payable by You if: (i) ADP reasonably determines that You may be engaged in illegal activity or that You may be utilizing any of the ADP Pay Card Services in an illegal manner; (ii) the Originating Bank notifies ADP that it is no longer willing to originate debits or credits for any reason; or (iii) with respect to the ADP Pay Card Services, the Issuing Bank cancels the Cards issued on Your behalf or advises ADP that it is no longer willing to service the Cards, provided that in such instance ADP shall take commercially reasonable steps to engage a successor Issuing Bank, and provided further that ADP shall not be liable for any delay in providing ADP Pay Card Services during such search for a successor Issuing Bank.

If the ADP Pay Card Services are or may be terminated by ADP pursuant to this section, You will immediately become solely responsible for all of Your third-party payment obligations covered by such ADP Pay Card Services then or thereafter due.

Effective: January 18, 2018



### **EXHIBIT A Pay Card Terms and Conditions of Service**

- Pay Card Services shall refer to ADP's payment of certain of Your Payees, through an ALINE Card ("ALINE Card") for wages, commissions, consulting fees or similar compensation or work-related expenses ("Permitted Payments") which are to be paid in Your normal payroll cycle. ALINE Cards are issued by a financial institution selected by ADP (the "Issuing Bank"). The ALINE Cards issued to Payees of Yours may be referred to herein collectively as the "Cards" or each a "Card" or "Pay Card" and Payees of Yours who receive a Card may be referred to herein collectively as "Cardholders" or each a "Cardholder". You will assist and cooperate with ADP in the use of the Pay Card Services and will assign a liaison person to so assist ADP. You agree that You will use the Pay Card Services solely to direct legal Permitted Payments to Payees via the Pay Cards. You also agree that You will not unduly influence a Payee's decision with respect to receiving their Permitted Payments via a Pay Card. In addition, unless approved by ADP in writing, You agree that You may not make Cards available to individuals residing in any country other than the United States, and You represent and warrant that any payments that You request ADP to make hereunder will not violate any laws of the United States, including employment eligibility laws, and are for services rendered in the employment context. You shall not mail, distribute, transport or otherwise provide Cards to any individual outside the United States without the express written consent of ADP.
- (ii) You understand and acknowledge that access to the ADP Pay Card Services shall be conditioned upon You passing ADP's credentialing process prior to implementation and passing any additional credentialing that ADP may deem necessary in connection with the ADP Pay Card Services. You further understand that the Pay Card Services may be modified as ADP may deem appropriate to assist ADP or the Issuing Bank in complying with its obligations.
- Cardholder Set-Up. You will set-up (or cause ADP to set-up) each Payee as a Cardholder using data and/or procedures required by Issuing Bank or ADP. You represent and warrant that You have all necessary consents and authorizations of each Payee included in submitted set-up data that is required under applicable law and rules, including NACHA (as defined below), for Payee to (a) receive payments from You on its Card and (b) participate in the ADP Pay Card Services. You agree to promptly provide documentation or records related to the set-up of Cardholders and participation of Cardholders in the ADP Pay Card Services to ADP and/or Issuing Bank upon request and agree that such information may be provided to any regulatory authority having jurisdiction over the Issuing Bank or ADP. You, and not ADP nor any of its subcontractors, is responsible for reviewing all enrollment information supplied by such Payees and confirming that it is accurate and complete. Prior to set-up of any Payee on the Cardholder database and distribution of a Card to such Payee, You will: (i) inspect identification documents that will verify such Payee's identity and eligibility to work in the U.S. ("Identity Verification Documents") (e.g., (1) a passport or (2) a U.S. issued driver's license or picture identification card issued by a state or U.S. federal agency and social security card or (3) a U.S. issued driver's license and birth certificate); and (ii) obtain from such Payee and provide to ADP the following information, which information provided shall be accurate and verified by You: (a) name; (b) residential street address (a Post Office Box is unacceptable); (c) date of birth; (d) social security number for U.S. citizens and permanent residents (or other government issued ID number acceptable to ADP and Issuing Bank for individuals who are not U.S. citizens or permanent residents); and (e) personal telephone number. You agree to provide such additional information as may be required by ADP or the Issuing Bank in issuing a Card. You further agree that ADP or Issuing Bank (directly or through a subcontractor) may request and obtain identity information and legal documentation directly from the Payee to verify the identity of any Payee set up on the Cardholder database or participating in the ADP Pay Card Services and that a Payee may be denied ADP Pay Card Services for several reasons, including Your or Payee's failure to provide accurate information or the inability by ADP or Issuing Bank (directly or through a subcontractor) to validate the personal information of the Payee. You also covenant to ADP and Issuing Bank that, with respect to each Cardholder, You will: (i) make and preserve either of the following: (a) at least one (1) copy of all

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Identity Verification Documents; or (b) a description of the Identity Verification Documents that were relied on by You noting the date the Verification Documents were reviewed, type of document (e.g., driver's license, government issued identification, passport, alien registration card), any identification number contained in the document, the place of issuance (e.g., state or country) and, if any, the date of issuance and expiration date, provided that if You utilize the ALINE Card to pay independent contractors who use form 1099, You will preserve a copy of all Identity Verification Documents as required by (i)(a) above for those Payees. You agree to retain such documentation during the time that such Payee is a Cardholder until the earlier of (a) five years from termination of Your obligation to make payments to such Payee or (b) five years from termination of such Payee's Card account; provided, however, that in the event a longer retention period is required for the Issuing Bank or ADP to meet its legal obligations, as a result of a change in applicable law or official interpretations thereof, ADP shall provide notice of such longer retention period and You shall retain such documentation for such longer retention period.

- (iv) Issuance of ALINE Cards. You may be issued an inventory of instant issue Cards. If You are issuedinstant issue Cards, You are responsible for distributing Cards to Your Payees from Your inventory of Cards. Prior to providing Payee's information to ADP to issue a permanent Card or load value on an instant issue Card, You shall provide each Payee with the following notice required under the USA Patriot Act: "IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW PREPAID CARD ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open a Prepaid Card account, we may require your name, address, date of birth, Social Security number, tax identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents." The USA Patriot Act notice may be updated from time to time by ADP or the Issuing Bank. Prior to or in conjunction with distributing a Card to any Payee, You shall (i) remove the account routing information from the card kit; and (ii) provide each Payee with a copy of the Issuing Bank's Terms and Conditions and other enrollment-related materials. You will provide Cardholders with any other information and materials regarding the ADP Pay Card Services provided to You from time to time that is necessary for Issuing Bank or ADP to comply with applicable laws or regulations. You will be responsible for the safekeeping of the inventory of Cards received by You and for any theft or misappropriation of any such Cards prior to a valid and authorized issuance and distribution of such Card to a Payee of Yours. You shall not, under any circumstance, disclose or make available the account routing (ABA/DDA) number to any Payee. You shall direct Payees to the Cardholder services telephone number to obtain account routing (ABA/DDA) number as there are additional requirements that must be met before Payees are provided their account routing (ABA/DDA) number. The amounts to be loaded to each Cardholder's ALINE Card will be provided to ADP by You through one of ADP's standard payroll transmission methods available to You or another means agreed to by ADP and You. You acknowledge that Payees must accept the Cardholder Terms and Conditions and that the Card may be cancelled by ADP or the Issuing Bank at any time in accordance with the Cardholder Terms and Conditions.
- (v) Card Status. You are responsible for ensuring that Cardholders are paid via an alternate pay method in such instances where a Cardholder's Card has not been activated, or has been terminated, cancelled or is in inactive status.
- (vi) Cardholder Services. ADP will make available Cardholder services to Cardholders. You will direct Cardholders to resolve all disputes regarding Card fees and charges and disputed charges on a Card with, and to report any lost or stolen Cards to, Cardholder services. Contact information for Cardholder services is in the Cardholder agreement provided with each Card. Notwithstanding the foregoing, You will be responsible for resolving all disputes by Cardholders regarding amounts credited or debited to the Cards at Your request.



(vii) Cardholder Communication and Card Features. You understand that Cardholders may receive notices, mailings and other communications directly from ADP or the Issuing Bank. In addition, ADP may make additional Card features available to Cardholders (e.g., secondary cards, card portability, reward programs, etc.).

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- (viii) Issuing Bank. All Cards issued to Cardholders are the property of Issuing Bank and are subject to cancellation by the Issuing Bank at any time in accordance with Issuing Bank's Cardholder Terms and Conditions. In the event of cancellation of a Card, such Payee will be required to resume another means of payment made available by You.
- (ix) Cardholder Information. You understand that You are not entitled to access or review any Cardholder transaction information. Notwithstanding the foregoing, in limited circumstances (e.g., where necessary to investigate or prevent fraud) and consistent with the applicable Cardholder privacy policy, ADP may provide certain Cardholder transaction information to You. You agree to treat all Cardholder account information, including Card transaction records, and all other information related to the Issuing Bank or ADP's provision of ADP Pay Card Services to Cardholders, whether provided or made available to You by ADP or Issuing Bank (or their respective agents and subcontractors), as confidential in accordance with the terms of Section 10 of the RUN Terms and Conditions of Service.
- (x) Cardholder Fees. You acknowledge that separate fees and charges will be applied to Cardholders' Cards as set forth on the fee schedule provided to each Payee with the card kit prior to activation of the Card and such fees and charges are the responsibility of the Cardholder. Such Cardholder fees and charges are subject to change in accordance with the Cardholder Terms and Conditions applicable to the Cards. Current Card fees and charges are available upon request by You.
- (xi) Use of Your Authorized Marks. In the event that ADP makes available branding of any materials, Cards and/or websites associated with the ADP Pay Card Services and You request such branding, You grant to ADP, the Issuing Bank and any third party service provider designated by ADP (collectively, "Authorized Users") the right to display the Authorized Marks on the materials, Cards and/or websites associated with the ADP Pay Card Services, subject to Your right to review and approve the copy prior to the use of such Authorized Marks. The term "Authorized Marks" shall refer to any trademarks, trade names, service marks, logos and designs designated by You for branding in connection with the ADP Pay Card Services. This authorization shall cover the term of this Agreement and any period of ongoing use of the Cards by Payees after termination. You understand that various marks identified with ADP, the Issuing Bank and other parties providing services with respect to the Cards may also appear on the materials, Cards and/or websites associated with the ADP Pay Card Services. You shall indemnify and hold harmless the Authorized Users from any loss, damages, claims, liabilities or expenses (including reasonable attorney's fees) that they may incur as a result of any claim that an Authorized User's use of or reference to the Authorized Marks as permitted herein infringes on the right of any other party.
- (xii) Use of Issuing Bank's Marks. Except for materials and collateral provided by either ADP or the Issuing Bank, You agree that You will not use the name or marks of the Issuing Bank in any materials You distribute or make available to Your Payees without the Issuing Bank's prior written consent, as applicable.
- (xiii) Payee Information. Notwithstanding the provisions of Section 10 of the RUN Terms and Conditions of Service, You agree that ADP and its subcontractors providing ADP Pay Card Services may disclose information to a Cardholder related to Your loads to Cardholder's Card and Card enrollment information provided by You regarding Cardholder and may otherwise use or disclose information regarding a particular



Cardholder with the consent of that Cardholder or consistent with the Cardholder agreement and/or privacy policy applicable to that Cardholder.

(xiv) Your Responsibility for Compliance with Laws. Regarding the ADP Pay Card Services, the following provision shall apply in place of Section 1.E. of the RUN Terms and Conditions of Service with respect to laws and governmental regulations affecting the ADP Pay Card Services. Subject to Your fulfillment of Your compliance responsibilities under the Federal Reserve Board, Regulation E (12 CFR 1005, "Regulation E") as set forth below, ADP shall be responsible for compliance with the other requirements of Regulation E applicable to financial institutions with respect to payroll card accounts. Except as stated in the previous sentence, You (and not ADP, the Issuing Bank or their agents and subcontractors) are solely responsible for (i) compliance with all laws and governmental regulations affecting Your business, including state labor and payroll laws and the permissibility of the ADP Pay Card

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Services under such laws and federal employment eligibility laws, and (ii) any use You may make of the ADP Pay Card Services to assist You in complying with such laws and governmental regulations. In addition, You shall be responsible for compliance with those requirements of Regulation E controlled by You. Without limitation of the foregoing, You will fulfill the following responsibilities: (i) You will distribute to Your Payees all documentation (including, without limitation, Card fees and charges disclosure schedule and Cardholder Terms and Conditions) that ADP makes available to You for distribution purposes, and (ii) You will not mandate that any Payee receive wages only on the ALINE Card; in lieu of such mandate, You will provide to Payees other legally permissible options for payment of wages. You also represent and warrant that any payments that You request ADP to make hereunder will not violate any laws of the United States and are for services rendered in the employment context for Payees who are legally eligible to work in the U.S. You will not rely solely on Your use of the ADP Pay Card Services in complying with any laws and governmental regulations.

- (xv) Audits and Information Requests. You agree that upon prior notice from ADP or Issuing Bank, ADP, Issuing Bank and any regulatory authorities which have jurisdiction over the Issuing Bank or ADP shall have the right to audit and inspect Your books and records related to the ADP Pay Card Services and Your performance of Your obligations with respect thereto, including, without limitation, the following: (i) Your records pertaining to the set-up of Payees on the Cardholder database and participation of Cardholders in the ADP Pay Card Services; and (ii) the Identity Verification Documents. Subject to applicable law, You agree to provide Issuing Bank or ADP with information and documents related to the ADP Pay Card Services in Your control or possession (x) in connection with inquiries or requests made by regulators or other enforcement agencies or authorities or (y) where provision of such information and documents is otherwise necessary for Issuing Bank or ADP to demonstrate compliance with applicable law, regulatory requirements or network rules to which Issuing Bank or ADP is subject.
- (xvi) Network Rules. ADP Pay Card Services are subject to financial industry rules and compliancestandards imposed by various card/payment networks or associations (collectively, the "Network Rules"). You agree, to the extent You utilize ADP Pay Card Services, to comply with Network Rules identified by the Issuing Bank from time-to-time related to such things as Card security and fraudulent or impermissible use of Cards.
- (xvii) Third Party Beneficiary. Notwithstanding Section 15 of the RUN Terms and Conditions of Service, You acknowledge and agree that Issuing Bank (and its respective successors and assigns) is a third party beneficiary of this Agreement (as it relates to ADP Pay Card Services) entitled to enforce each of the provisions of this Exhibit and the RUN Terms and Conditions of Service specifically listed below against You as well as the limitation of liability provisions of Section 11 of the RUN Terms and Conditions of Service, including in equity and in law, as if it or they were a party hereto. The provisions of the RUN Terms and



Conditions of Service applicable to the foregoing sentence include Sections 1C and 12A and the provisions of this Exhibit A applicable to the foregoing sentence include Sections (ii), (iii), (iv), (viii), (ix), (xi), (xii), (xiii), (xiii), (xiv), (xv), (xvi), (xvii), (xviii), (xix), (xx) and (xxi). You acknowledge and agree that Section (ix) (Cardholder Information) and Section (xx) of this Exhibit A, and Section 11 (Limitations of Liability) of the RUN Terms and Conditions of Service, and Section (xix) (Indemnification) of this Exhibit A shall survive termination or expiration of this Agreement and the RUN Terms and Conditions of Service.

(xviii) Liability for Interruptions and Delays. Neither ADP nor the Issuing Bank shall be liable or deemed to be in default for any act, failure to act, negligence or bad faith by, or the insolvency of, any clearing house, card network or card association governing use of the Cards issued hereunder. Neither ADP nor the Issuing Bank shall be liable for any damages to You arising from any decision to refrain from or delay originating debit/credit entries or issuing ADPChecks or crediting amounts to any ALINE Card (a) after reasonable efforts to verify Your instruction or such debit/credit entries by the required security procedure have failed, (b) due to Your creditworthiness, or (c) because ADP has not received timely funds from You as required by Section 1.C. of the RUN Terms and Conditions of Service.

(xix) Client Indemnity. You shall be liable for, and shall defend, indemnify and hold harmless, ADP, its agents and subcontractors and the Issuing Bank, from and against any and all loss, liability, claim, damage or exposure arising from, or in connection with, any breach of Your compliance obligations

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hereunder, any fraudulent or criminal acts of Your employees, including as a result of the theft or misappropriation of any Cards (or any negotiable instruments that may be issued with Cards) by Your employees (e.g., the issuance of unauthorized Cards or fraudulent use of negotiable instruments) or the loading of unauthorized value onto Cards. You also agree to defend, indemnify and hold harmless Issuing Bank from and against any and all loss, liability, claim, damage or exposure arising from, or in connection with Your negligence in connection with Your use and/or provision of the ADP Wage Payments Card Services or otherwise in connection with Your performance or obligations under this Agreement.

- (xx) No Consequential Damages. IN NO EVENT WILL THE ORIGINATING BANK, THE ISSUING BANK, ADP OR ANY OF ADP'S AGENTS OR SUBCONTRACTORS BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH YOU MAY INCUR OR EXPERIENCE ON ACCOUNT OF ENTERING INTO OR RELYING ON THIS AGREEMENT OR USING THE ADP PAY SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (xxi) Termination. You agree that the ADP Pay Card Services (or any feature thereof) in any designated jurisdiction may be terminated on 60 days notice to You if ADP or the Issuing Bank believes that any changes in any Network Rules or NACHA rules, or changes to, or interpretations of, applicable law by any federal, state or local governmental authority, or any formal or informal order, instruction or directive communicated to ADP or the Issuing Bank by such authority make it commercially impractical to continue to provide the ADP Pay Card Services (or any feature thereof) in such jurisdiction.

Notwithstanding anything to the contrary herein, ADP may immediately in ADP's sole discretion suspend any of the ADP Pay Card Services or terminate this Agreement and/or any of the ADP Pay Card Services and declare all amounts due and to become due immediately due and payable by You if: (i) ADP reasonably determines that You may be engaged in illegal activity or that You may be utilizing any of the ADP Pay Card Services in an illegal manner; (ii) the Originating Bank notifies ADP that it is no longer willing to originate debits or credits for any reason; or (iii) with respect to the ADP Pay Card Services, the Issuing Bank cancels the Cards issued on Your behalf or advises ADP that it is no longer willing to service the Cards, provided



that in such instance ADP shall take commercially reasonable steps to engage a successor Issuing Bank, and provided further that ADP shall not be liable for any delay in providing ADP Pay Card Services during such search for a successor Issuing Bank.

If the ADP Pay Card Services are or may be terminated by ADP pursuant to this section, You will immediately become solely responsible for all of Your third-party payment obligations covered by such ADP Pay Card Services then or thereafter due.

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### CLIENT ACCOUNT AGREEMENT AND AUTHORIZATION TO DEBIT/CREDIT

Client Name Winnett Cattle Com	npany Inc		Branch	Co.Code		
Additional Applicable Compa	ny Codes			<del></del>		
understandingbetween ADP and collection of(1) payroll tax and pobligations related to ADP's ALII (3) wage garnishment deduction collection of the applicable fees provisions of Exhibit A attached Client's applicable account specimal be required by CLIENT's acknowledges that the implement	for which ADP, LLC ("ADP") has a Client (each, a "Service" and collect benalty obligations related to ADP's NE Pay, Workers' Compensation, For amounts related to ADP'sWGPS for the Services, all pursuant to this hereto and incorporated by reference ified below (the "DDA Account") at the BANK(s) authorizing reverse wire entation and ongoing provision of Sermay deem necessary in connection	ctively the "Services"), Clie Tax Filing Services or AC SDD, ADPCheck, ALINE F Services, and Client agree s Client Account Agreement be financial institution speci- and/or ACH (fees for ser- ervices are conditioned up	nt agrees to the del A Penalty Manager Pay Card and/or Inses to the ACH deb nt and Authorizatio "). Such debits will fied below ("BANK" vices) transactions on Client passing	bit method listed below for ment Services, (2) payroll stant Pay Services, and/or it method listed below for in to Debit/Credit, and the be initiated by ADP out of ).Additional authorizations is. Client understands and		
DEBIT METHOD (Check Applicable	Box): Note: ACH met	hod will be used to collect all s	service			
fees Reverse Wire	ADP will initiate request for a wire transfers o provisions of this Agreement. Each applicabl Reverse Wire provisions of this Agreement.					
X ACH (Please refer to the ACH  Debit Filter page for Bank  Authorization / Setup)	Debit Filter page for Bank established dollar limit for processing by ACH. Such dollar limit shall be determined by ADP in its sole discretion.					
Reverse Wire (Over ACH Limit)	In the event a single impound exceeds the est for a wire transfer of funds from the DDA ACC Agreement.					
BANK INFORMATION	*FSDD & ADPCheck funds m	nust be debited from the same a	ccount			
X Payroll Taxes X FSDD* ADPCK	* Aline Pay ACA WGPS	Wage Garnishment 401K	Workers Comp Othe	ır		
BANK Transit/ABA # 10100	02716	BANK Account #	3568367469			
Bank Name Hillcrest Bank		BANK Contact				
BANK Address		BANK Phone				
Reverse Wire ACH	Reverse Wire (Over ACH Limit)					
Payroll Taxes FSDD* ADPCK	* Aline Pay ACA WGPS	Wage Garnishment 401K	Workers Comp Othe	ır		
BANK Transit/ABA #		BANK Account #				
Bank Name		BANK Contact				
BANK Address		BANK Phone				
Reverse Wire ACH	Reverse Wire (Over ACH Limit)					
ACH FEES FOR SERVICES	accordance with the ACH p	for its Fees for Services from rovisions of this Agreement. T Account in accordance with the	he applicable BANK i	s authorized to		

Same bank information as above

Χ

ANK Transit/ABA #		RA	BANK Account #				
ank Name			NK Contact				
ANK Address			NK Phone				
AINT Address		DA	WIX I HOHE				
OMPLETE THIS SECTION	N ONLY IF FSDD, ADPCHECK O	OR ALINE PAY IS INI	DICATED ABOVE:				
st. No. of Employees:			1	CK Start Date	Federal ID#		
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W-ACH-RWX CAA (12/17	)				Order 01-2018-102547 r1		
spect thereto, shall be the ich BANK shall be under role discretion, for any refur LIENT acknowledges and ansmission services hereu	e same as if the charge were initiano liability whatsoever. In addition and or credit amount due CLIENT.  agrees that (i) ADP Payroll Serviunder and is a party to this Agreer	ated personally by CL n, CLIENT authorizes ces Inc. ("ADPPSI"), ment and (ii) ADP's p	IENT, and that if a ADP to credit the a a licensed money rovision of services	ny charge is disho applicable DDA A transmitter, is resp s hereunder shall	be deemed acceptance of this		
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#### ACH

Client understands that funds representing the total of Fees for Services must be on deposit in the applicable DDA Account no later than the date specified in the "Advice of Debit" or "Advice of Charge" periodically delivered to the Client after such services are rendered. ADP will initiate a transfer of such funds out of such DDA Account on such date.

#### **REVERSE WIRE**

CLIENT understands that funds representing the total of (i) CLIENT's payroll tax obligations for the applicable payroll (if CLIENT receives ADP's Tax Filing Services), (ii) CLIENT's wage payment obligations for the applicable payroll (if CLIENT receives ADP's FSDD, ADPCheck, Aline Pay, Instant Pay Services or Workers Compensation), (iii) CLIENT's wage garnishment deduction obligations with respect to CLIENT's employees for the applicable payroll (if CLIENT receives ADP's WGPS or Garnishment Services), (iv) CLIENT's electronic business tax deposit obligations (if CLIENT receives ADP's Electronic Business Tax Services), must be on deposit in the applicable DDA Account no later than the applicable date(s) specified within the contractual agreement between ADP and CLIENT for the applicable services. ADP will cause such funds to be wire transferred from the DDA Account to one of the following accounts located at the banks listed below on such specified funding date (unless and until changed by notice from ADP). In consideration for the additional costs incurred by ADP in providing wire transfer service, Client agrees to pay a reasonable fee for each wire transfer.

ALINE Pay, FSDD, ADPCheck, WGPS, Garnishment Services, Other
--

Bank	Bank Address	Account Name	ABA	DDA	Collection Method
JPMorgan Chase	Four New York Plaza New York, NY 10004	ADP Tax Services	021000021	323269036	Reverse Wire Impound
JPMorgan Chase	Four New York Plaza New York, NY 10004	ADP Client Trust	021000021	192835673	Reverse Wire Impound
Deutsche Bank	60 Wall Street New York, NY 10005-2858	ADP Tax Services	021001033	00416217	Reverse Wire Impound
Deutsche Bank	60 Wall Street New York, NY 10005-2858	ADP Client Trust	021001033	00374926	Reverse Wire Impound

### Tax & 401K

Bank	Bank Address	Account Name	ABA	DDA	Collection Method
JPMorgan Chase	Four New York Plaza New York, NY 10004	ADP Tax Services	021000021	9102628675	Reverse Wire Impound
JPMorgan Chase	Four New York Plaza New York, NY 10004	ADP Client Trust	021000021	192835681	Reverse Wire Impound
Deutsche Bank	60 Wall Street New York, NY 10005-2858	ADP Tax Services	021001033	00153170	Reverse Wire Impound
Deutsche Bank	60 Wall Street New York, NY 10005-2858	ADP Client Trust	021001033	00374934	Reverse Wire Impound

### **Workers' Compensation**

Bank	Bank Address	Account Name	ABA	DDA	Collection Method
JPMorgan Chase	Four New York Plaza New York, NY 10004	ADP Tax Services	021000021	304939315	Reverse Wire Impound
JPMorgan Chase	Four New York Plaza New York, NY 10004	ADP Client Trust	021000021	192836812	Reverse Wire Impound

### NOTICE

CLIENT acknowledges that if sufficient funds are not available by the date required pursuant to the foregoing provisions of this Agreement, (1) CLIENT will immediately become solely responsible for all tax deposits and filings, all employee wages, all wage garnishments, all CLIENT third- party payments (e.g., vendor payments) and all related penalties and interest due then and thereafter, (2) any and all ADP Services may, at ADP's option, be immediately terminated, (3) neither BANK nor ADP will have any further obligation to CLIENT or any third party with respect to any such Services and (4) ADP may take such action as it deems appropriate to collect ADP's Fees for Services.

Client shall not initiate any ACH transactions utilizing ADP's services that constitute International ACH transactions without first (i) notifying ADP of such IAT transactions in writing utilizing ADP's Declaration of International ACH Transaction form (or such other form

as directed by ADP) and (ii) complying with the requirements applicable to IAT transactions. ADP shall not be liable for any delay or failure in processing any ACH transaction due to Client's failure to so notify ADP of Client's IAT transactions or Client's failure to comply with applicable IAT requirements.

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### **EXHIBIT A**

The provisions set forth in this Exhibit A shall be incorporated by reference into the Client Account Agreement and Authorization to Debit/Credit (Reverse Wire) (the "Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement or the NACHA Operating Rules & Guidelines, as the same may be amended from time to time (the "NACHA Rules"), as applicable.

CLIENT, as an Originator, makes the following representations, warranties, covenants, certifications, authorizations and acknowledgments:

- (i) CLIENT (1) agrees to be bound by and warrants it will comply with the NACHA Rules, as the same may be amended from time to time, (2) warrants it will not submit Entries that violate the laws of the United States, (3) warrants it will comply with all U.S. laws, rules and regulations, including, as applicable, laws, rules and regulations applicable to IAT Entries (including those of the Office of Foreign Assets Control (OFAC) and the Financial Crimes Enforcement Network), (4) acknowledges and agrees that ADP shall have the right to audit CLIENT'S compliance with the provisions of this Exhibit A, the Agreement and the NACHA Rules, and (5) acknowledges and agrees that ADP shall have the right to suspend or terminate initiating ACH transactions immediately upon notice to CLIENT in the event CLIENT breaches any of the NACHA Rules;
- (ii) CLIENT (1) certifies that it has not been suspended and does not appear on a National Association list of suspended Originators, and (2) warrants that it will not transmit any Entry if it has been suspended or appears on a National Association list of suspended Originators;
- (iii) CLIENT authorizes ADP to initiate Entries on behalf of CLIENT to its Receivers' accounts and CLIENT agrees to be financially responsible to Originating Depository Financial Institution ("BANK") for all Entries initiated by ADP on CLIENT'S behalf;
- (iv) CLIENT acknowledges and agrees that ADP and BANK (1) may restrict certain types of Entries, (2) shall have the right to reject any Entry or series of Entries, and (3) shall have the right to reverse Erroneous Entries;
- (v) CLIENT represents, warrants and certifies that (1) prior to submission, each Entry has been properly authorized by CLIENT and the Receiver in accordance with the NACHA Rules, including, but not limited to (a) the authorization has not been revoked, (b) the Agreement has not been terminated, (c) CLIENT has no knowledge of the revocation of the Receiver's authorization or termination of the agreement between the Receiver and the RDFI concerning the Entry, and (d) at the time the Entry is processed by a RDFI, the authorization for that Entry has not been terminated, in whole or in part, by operation of law, (2) CLIENT will retain all authorizations for a minimum of two (2) years following termination or revocation of the authorization, and (3) CLIENT will provide a copy of such authorization to ADP or BANK upon request;
- (vi) CLIENT represents, warrants and certifies that (1) all credit and debit Entries will be accurate and timely, and (2) each Entry will contain all information required by the NACHA Rules for specific Entry types, including, but not limited to, the Receiver's correct account number, dollar amount of the Entry, CLIENT'S Name, CLIENT'S Entry description;
- (vii) CLIENT acknowledges and agrees that (1) CLIENT shall be responsible for promptly detecting and correcting any errors, (2) any Entry sent to ADP that identifies the Receiver inconsistently by name and account number may be processed by BANK based solely on the account number provided, (3) ADP is authorized to take such measures as ADP deems appropriate to carry out the intent of CLIENT in completing any particular Entry, including, but not limited to, ADP may contact CLIENT or may attempt to retransmit any Return Entry, and (4) subject to any limitations set forth in the applicable client services agreement with ADP, CLIENT shall indemnify ADP, its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents, for any claim, demand, loss, liability or expense (including reasonable attorneys' fees, penalties, fines or interest) resulting from the debiting or crediting of any Entry or a breach of the Agreement (including the provisions of this Exhibit A);
- (viii) CLIENT agrees to implement and maintain safeguards to protect against (1) any unauthorized access to confidential information being stored, processed or transmitted in connection with Entries, and (2) submission of fraudulent Entries purportedly on CLIENT'S behalf; and
- (ix) CLIENT represents and warrants, to the extent applicable, that (1) the origination of each IAT Entry shall comply with the laws and payment systems rules of the receiving country, and (2) any submission by CLIENT requiring initiation of an IAT Entry by ADP shall include the name and physical address of each of CLIENT and the Receiver, the account number of the Receiver and the identity of the Receiver's bank, bank ID number and bank branch code.

### **EXHIBIT B**

California Clients see below for information about filing complaints about the money transmission service:

If you have any complaints regarding money transmission activities, please contact California Department of Business Oversight at:

Department of Business Oversight Attn: Consumer Services 1515 K Street, Suite 200 Sacramento, CA 95814 Telephone: (866) 275-2677 RW-ACH-RWX CAA (12/17) Page 4 of 5



Revised AVS-FCM-120117

## ACH Debit Filters - ADP Company ID's

#### What is an ACH Debit filter?

An ACH Debit Filter is an automated solution that screens incoming ACH transactions to identify unauthorized transactions. Debit filters on your bank accounts help block unauthorized ACH debit transactions, making it less likely to be impacted by fraud.

### What is a Company ID?

The following Company IDs allow ACH transactions to be reviewed and approved (or returned); permitting only approved transactions to post to your accounts.

#### What do I need to do with these numbers?

To ensure timely processing of your payroll, it's imperative that you forward the following ADP-originating Company ACH debit filter IDs to your financial institution to be set up on your account.

#### How do I know what ID to use?

We've made it easy by including all of the numbers you may need. Just print the table below and provide it to your financial institution.

Money Movement Company IDs Employer Impounds						
ADP Bank	Payment Type	Domestic ID	IAT* ID			
Bank of America	ACH	9333006057	E133036745			
Harris	ACH	9333006057	E133036745			
JPMorgan Chase	ACH	9333006057	E133036745			
JPMorgan Chase	PMorgan Chase ACH (Flexible Spending)		H133036745			
JPMorgan Chase	ACH (Workers Comp)	9555555555	G133036745			
JPMorgan Chase	ACH (TotalSource Only)	8238112001	N/A			
JPMorgan Chase	ACH (TotalSource Only)	9238112001	N/A			
PNC	ACH	9333006057	E133036745			
Wells Fargo	ACH	9333006057	E133036745			
Wells Fargo	ACH (Property & Casualty)	9333006058	D133036745			
Wells Fargo	ells Fargo ACH (Benefit Services)		E133036745			
Wells Fargo ACH (Health & Benefits)		9333006059	G133036745			
	Tax Company IDs Employer Impo	ounds	**			
Bank of America	ACH	1941711111	V133036745			
Bank of America	ACH	1223006057	N/A			
Bank of America	ACH	2223006057	W133036745			
Harris	ACH	0001600238	S133036745			
JPMorgan Chase	ACH	1223006057	U223006057			
PNC	ACH	1223006057	U133036745			
Wells Fargo	ACH	9095926526	Y133036745			
Wells Fargo	ACH	1223006057	U133036745			
Wells Fargo	ACH	1223006057	U133036745			
	Direct Debit of Fees (DDF) Compa	any IDs				
Bank of America	Direct Debit of Fees	9223006057	N/A			
JPMorgan Chase	Direct Debit of Fees	9659605001	N/A			
JPMorgan Chase	Direct Debit of Fees (TotalSource Only)	9659605002	N/A			

<sup>\*</sup>IAT = International ACH Transaction

Substitute for IR	S Form 8655					(	OMB No	·		T			
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	8				,								
Tax Filing Ser	vice	(In acco	rdance with Ir res)	iternal Keve	nue Service	e Revenue		4 If here		easonal emplo	yer, check		
hyphens. Do		other punc		tal letters. I	nclude spa	ces, ampe	ersands,	and					
6 DBA N	IAME (Use	all capital l	etters. Includ	e spaces, ar	mpersands,	and hypl	hens. Do	not ente	er any othe	r punctuation	ı.)		
7 Addres	s(number, s	treet, and ro	om or suite n	10.)				City or	town, state	and ZIP Cod	le		
12725 W Indian School Rd A						Avonda AZ 853	,						
	REP	ORTING AC	GENT: ADP T	ax Services	, 400 West	Covina Bo	oulevard	San Din	nas, CA 91	773 ID # 22-3	006057, 800/2	235-7212	
Authorizati	on of Repo	rting Agen	t to Sign an	d File Ret	urns								
for qua or Repo		urns. See th				quarter ar		Once thi		is granted, it		until revoked	ginning quarter by the taxpayer 943
T	ax Year	_	Qtr/Yr	•	Tax Year			Qtr/Yr		Qtr/Yr	_	Tax Year	•
943-PR	N/A	944_	N/A	944-PR	N/A		945	N/A					
T	ax Year		Tax Year		Tax Year		7	ax Year					
deposit	e entry lines	below to en	ter the startin	g date (the	first month	and year						is authorized I revoked by t	to make he taxpayer or
940	4 2018	941 4	2018	943			944			945			
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Disclosure o	of Informat	ion to Rep	orting Agen	ıt									
10a Check the	here to author IRS, relate	d to the autl	norization gra	inted on Lir	ne 8 and/or	Line 9						nications fron	
Form W-2 S	Series or Fo	orm 1099 S	series Disclo	sure Auth	orization			_					
			ized to exchar series inform	-		_	-			_	g responding	to certain IRS	notices
				W	-2 2018	_		1099	Γax Year				

By checking the box to the right and signing in Box 13 below, the taxpayer identified above hereby appoints ADP as Reporting Agent and grants ADP a limited power attorney with the authority to sign and file employment and file tax returns and make deposits electronically, on magnetic media, or on paper for all state and local jurisdictions in which the taxpayer is required to file tax returns and make tax deposits. ADP is also hereby authorized to receive notices, correspondance and transcripts from all applicable state and local jurisdictions, resolve matters pertaining to these deposits and filings, and to request and receive deposit frequency data and any other information from applicable state and local jurisdictions related to taxpayer's employmental project of the proje

Tax Year

DP will in its discretion file and make denosits on the taynover's behalf in one of the filing methods; electronic magnetic media or

**State and Local Authorization** 

I understand that this agreement does not relieve me, as the taxpayer, of theresponsibility to ensure that all tax returns are filed and that all deposits andpayments are made. If Line 8 is completed, the Reporting Agent named above isauthorized to sign and file the return indicated, beginning with the quarter or yearindicated. If any starting dates on line 9 are completed, the Reporting Agent namedabove is authorized to make deposits and payments beginning with the periodindicated. Any authorization granted remains in effect until it is revoked by thetaxpayer or Reporting Agent. I am authorizing the IRS to disclose otherwise confidential tax information to the reporting agent relating to the authority granted on Line 8 and/or Line 9 including disclosure required to process Form 8655. Disclosure authority is effective upon signature of the taxpayer and IRS receipt ofForm 8655. The authority granted on Form 8655 will not revoke any Power ofAttorney (Form 2848) or Tax Information Authorization (Form 8821) in effect.

I certify that I have the authority to execute this form and authorize disclosure of otherwise confidential information on behalf of the taxpayer.

Brewer

Name (Required)

Dennis S. Brewer

Title

Signature (Required)

CEO

Date (Required) 3/20/2018

For Privacy Act and Paperwork Reduction Act notice, see attached. TX-6931 Revised: 12/06/2007

UZA

DSB

ADP eSignature Info

Date/Time: 3/20/2018

2:05:01 PM

IP:

68.192.175.75 ID:

1008202296

7322 RUN ET (05/2014)

RAA Page 1 o



Referral - 1					
Name :					
Email :					
Phone Number:					
Company Name:					
Referral - 2					
Name:					
Email :					
Phone Number:					
Company Name:					

7322 RUN ET (12/13) Order 01-2018-102547 r1

Referrals Page 1 of 2



### **ADP Online Client Appreciation Program**

### **Terms and Conditions of Use**

These Terms and Conditions of Use ("Terms") are an agreement between ADP, LLC ("ADP"), on behalf of its Small Business Services Division ("SBS"), and You and apply to the ADP Online *Client Appreciation* program (the "Program") described in these Terms. By enrolling in or using the Program, You agree to be bound by these Terms, including any modifications and/or updates made by ADP from time to time and posted on any applicable web site, as they relate to the Program. If You do not agree to these Terms, do not enroll in or use the Program. "You" and "Your" means You, Your company, Your employees, Your subsidiaries, Your affiliates and Your agents whom You have enrolled as "users" of the Program, all of which agree to be bound by these Terms, any applicable additional terms, policies and any other terms and guidelines found throughout the Program.

- 1. THE PROGRAM AND REFERRAL ACTIVITIES. The Program is designed to enable ADP's SBS clients that are processing payroll using ADP's RUN Powered by ADP® ("RUN") payroll processing platforms, to refer other clients to ADP and receive the rewards set forth herein for such referrals. The Program consists of the ability by SBS clients to access the ADP client referral rewards web site currently located at www.adpreferralrewards.com, or such other address as ADP may determine from time to time, hosted by ADP or its third party vendor ("Rewards Site"), enroll in the Program, accept these Terms and make referrals to ADP and, in exchange for referrals that become new ADP Clients (as defined below) under and pursuant to these Terms, receive the rewards set forth herein. ADP is willing to perform certain payroll and payroll related tax filing data processing services (the "Services") for businesses referred to ADP by You that wish to receive any or all of such Services ("Prospects") and that sign ADP's standard forms of agreement and meet ADP's eligibility requirements covering such Services (the "Clients"). In exchange for Your referrals, ADP shall, for each eligible Prospect referred to ADP under this Program that becomes an ADP Client and begins processing Services with ADP and continues processing for ninety (90) consecutive days, award You credit under the Program as set forth herein, and/or free payroll, as applicable, for as long as You remain a client of ADP and process payroll which results in an invoice to You. If You are new to the Program or are reenrolling in the Program, You will not be fully enrolled in the Program or begin receiving any rewards or credits until ADP acknowledges Your agreement to these Terms by sending You an electronic acknowledgment by e-mail confirming Your enrollment.
- 2. REWARD CREDITS AND/OR FREE PAYROLL. You will be awarded credits and/or free payroll as set forth below for each eligible Client that You refer that starts processing Services with ADP during <u>each</u> twelvemonth period of this Agreement during the Term (as defined below in Section 5) starting with and as measured by Your enrollment date ("Annual Period"). Referred Clients must each complete ninety (90) consecutive days of processing Services with ADP to qualify toward the credit or free payroll. Credits and free payroll will be awarded as follows:
  - For each new referred Client that starts processing up to the first three (3) \$100 credit each;
  - For 4 or more Clients Free payroll processing for one year as set forth below to a maximum credit of \$2,500.

The credits in the amount of \$100 each for each of the first three (3) referrals shall be credited to the bank account You have on file with ADP if Your payment method is Direct Debit of Fees ("DDF"). If Your payment method is not DDF, ADP will apply the credits on account toward Your future payroll processing invoices. Free payroll for the referral of four (4) or more Clients will be applied to Your future payroll processing invoices.

For the sake of clarity, You shall only be entitled to the above credits and/or free payroll for a maximum of four (4) referrals during any Annual Period during the Term and each Annual Period under the Term shall begin anew so that any referrals made by You in any previous Annual Period during the Term shall not be carried over into the following Annual Period. To count as a referral toward any Annual Period all referred Clients must have started processing payroll with ADP within the Annual Period in which they were referred. Free payroll for the



referral of 4 or more Clients in any Annual Period as set forth above will apply to You if You are enrolled in the Program and are processing payroll on RUN and refer a minimum of 4 Clients under the Program, each of which meet the 90-day processing requirement.

Free payroll will be given after the fourth referred Client meets the 90- day processing requirement and will apply to all features of standard payroll processing invoiced on Your regular processing cycle including all recurring processing fees (including recurring "per employee" fees) chargeable to You for payroll services and billed to You for the applicable twelve month period beginning with the first eligible invoice for payroll service(s), excluding, without limitation, therefrom: (i) any fees derived from set up, training, shipping, delivery and installation (except that any delivery charges that are included in Your standard RUN payroll services bundle will be included as part of Your free payroll), custom programming, the sale, rental or leasing of equipment or software, maintenance, or the provision by ADP of checks, forms or other supplies, (ii) any fees derived from Client conversion, consulting services, official bank checks, W 2 forms, or tax or special one time reports, (iii) sales, service or excise taxes, (iv) third party pass through charges, (v) fees derived from an ADP product or service that is not a payroll processing or tax filing service (e.g., non-payroll processing aspects of employee leasing services, benefit administration services, retirement services and insurances services), whether offered as ancillary services to the payroll and tax filing services or combined with such services into an integrated offering, (vi) any portion of fees representing, or reimbursing ADP for, the amount of employee wages paid in ADP's employee leasing/professional employer organization business and (vii) ADP products or services not in existence on the date hereof. These exclusions will also apply to the credits against payroll processing charges. In no event will credits exceed fees paid or payable. In the event You have received any credits toward future payroll under these terms and You terminate Your payroll services with ADP prior to such credits having been applied toward eligible payroll services, You shall be required to immediately return the amount of any credits You have received that exceed any fees due from You to ADP for the services against which the credits were eligible.

In order to receive ANY credits or free payroll under the Program, all sales to Clients need to have been made as a direct result of Your direct "Involvement and/or Referral" (as defined below) and each referral must be accompanied by Your unique Partner Identification Code (PIC) assigned to You by ADP for appropriate tracking and points calculation. For purposes of the Program and these Terms, Your "Involvement and/or Referral" shall mean, with respect to a sale of any Services, that: (i) the initial contact regarding the sale of the Services to a Prospect was made by an authorized employee of Yours or as a result of a specific referral of the Services to such Prospect by Your authorized employee or (ii) Your referral under the Program resulted in an appointment with the Prospect by an ADP sales representative, or (iii) an ADP sales representative requested that Your personnel meet with one of Your Prospects to assist in closing a sale at any time prior to completion of a sale of the Services and Your personnel complied with such a request.

Free payroll due to You for referrals in accordance with these Terms will be credited and applied against Your payroll processing invoice(s) at the end of the ADP fiscal month close following the fiscal month the referred Client(s) completes processing Services with ADP for a period of ninety (90) consecutive days. All other credits earned under the Program will either be credited to Your bank account on file with ADP for the amount of the credit or applied toward Your future payroll processing invoices, as applicable. You will receive credit for new Clients only and in no event will You be awarded any credit for an existing ADP Client or for Clients referred by a third party prior to receipt by ADP of a referral from You. In no event will you be awarded any credit for an ADP Client following the termination of ADP's Services by a Client referred by You under this Agreement prior to the completion by the referred Client of ninety (90) consecutive days of processing payroll with ADP. In the event You terminate processing Your payroll with ADP, any credits or free payroll You are due under the Program shall be relinquished and You shall not be entitled to any payments for any credit balances or free payroll due to You at the time of termination.

Credits under the Program are not transferrable including to any company with which You have common ownership or with which You are or may be affiliated. If You have received any credits toward future payroll or



credits to Your bank account and You terminate processing Your payroll with ADP, You shall immediately return, and ADP shall be entitled to, the amount of any such credits by ADP that exceed any fees due from You to ADP for the services against which the credits were eligible. In the event You do not immediately return the amount of such credits, including after any demand made by ADP for same, You acknowledge and agree that ADP shall be entitled to take such action as is necessary to collect such amounts from You and You further understand and agree that You shall be responsible for reimbursing ADP for the cost of any such action, including any applicable collection and/or attorney fees.

You shall not receive credit for any Client for which You have common ownership or for which You have been previously paid through any other ADP agreement, or any other third party has been or will be paid by ADP for such Client, including revenue sharing, acquisition or wholesale agreements, and You understand that You are not eligible to participate in this Program if You are enrolled in any other referral program or being paid under any other such agreement, with ADP.

- 3. OWNERSHIP/LICENSE. (a) You acknowledge that all rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the Program and the related logos, names, etc. are reserved. The Program, and related software and systems, is the licensed and/or owned property, and embodies the proprietary trade secret technology, of ADP and/or its licensors and is protected by copyright laws and international copyright treaties, as well as other intellectual property laws. ADP grants You a non-exclusive, non-transferable license to use the Program to access Your account. ADP may terminate or suspend Your access to the Program (in whole or in part) at any time, with or without notice, if ADP has reason to believe that You have violated these Terms or are otherwise using the Program in an inappropriate manner. The right to use the Program and access the services provided by the Program is granted only to enrollees of the Program and their authorized employees for the sole purpose of utilizing the Program and this limited license terminates when You or ADP terminates the Program and/or these Terms.
- (b) You agree that You will not (i) use ADP's name, or any affiliate or subsidiary of ADP, or any partner, or employee of ADP, or any trade name, trademark, trade device, logo, service mark, domain name, symbol or any abbreviation, contraction or simulation thereof owned by ADP or its affiliates or subsidiaries (collectively, the "ADP Marks"), (ii) use the ADP Marks in any manner that might express or imply ADP's affiliation, sponsorship, endorsement, or approval of You or Your services, or (iii) represent, directly or indirectly, that any product or any services provided by You has been approved or endorsed by ADP (unless specifically so approved or endorsed pursuant to a separate agreement). ADP may make available to You certain standard ADP advertising and/or promotional literature and marketing materials promoting the Services that You will be permitted to distribute to Prospects.
- (c) <u>Disclaimer of Warranties.</u> ADP MAKES NO WARRANTIES EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE PROGRAM OR THE ADP MARKS, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL ADP BE LIABLE FOR ANY DAMAGES FOR TERMINATION OF THESE TERMS OR FOR YOUR USE OF THE PROGRAM OR THE ADP MARKS, INCLUDING, BUT NOT LIMITED TO, ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING FROM OR RELATED TO YOUR ENROLLMENT IN THE PROGRAM, ANY USE, SUSPENSION OR TERMINATION OF USE OF THE PROGRAM, THE REWARDS WEBSITE, OR ANY ADP MARKS OR WEBSITES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



- (d) Your Indemnity Obligations. You agree to indemnify, defend, and hold harmless ADP from and against any and all claims, damages, costs, and expenses (including reasonable attorneys' fees) and pay the amount of any adverse final judgment (or settlement to which both parties consent) arising out of or related to any use by You of the Program, the ADP Marks or any ADP or third party web site.
- (e) These Terms and/or Your participation in the Program do not grant to You any right or license in, or to, any copyrights in any materials and/or documentation of ADP or to any rights of copyright in or to ADP's other services or web sites.
- 4. CONFIDENTIALITY. You and ADP will treat all information provided to it by the other as confidential with the same degree of care and confidentially that it provides for its own confidential information; provided that any information provided by a referred Client to ADP shall not be covered by this Agreement even if identical information was provided to ADP by You. You acknowledge and agree that Your use of the Program and any web sites contained therein shall be subject to the terms of any Privacy Policies found at such web sites.
- 5. TERMINATION/EXPIRATION OF CREDITS. These Terms, as well as any modifications or updates, shall apply to Your use of and participation in the Program for as long as You are enrolled in and use the Program and are processing payroll with ADP using RUN ("Term"). ADP may terminate these Terms at any time for any reason or no reason upon providing You thirty (30) days prior notice at which time Your participation in the Program shall terminate. Upon termination, all obligations under Paragraphs 1, 2, 3, 4, 5, 6, 7, 8 and 9 of these Terms shall survive with respect to any events which occurred, or any credits which accrued and are owing, prior to the effective date of any such termination, unless and until You cease processing payroll with ADP at which time any credit or free payroll which have accrued and are owing, or which have been credited to You but not applied toward eligible payroll services, will be relinquished by and/or due from You as applicable pursuant to Section 2 above.
- 6. USE OF THE PROGRAM/COMPLIANCE WITH LAWS. You will use the Program as described in these Terms and in accordance with the instructions and reasonable policies established by ADP or its agents from time to time and communicated to You and/or as posted on any applicable Program web sites. By enrolling in or using the Program you are agreeing to any online terms or service agreements and any applicable Privacy Policies as such may be updated from time-to-time with or without notice to You, posted on any Program websites, as well as, any fees set forth on any Program web sites. You may not use the Program for any other purpose or interfere with or disrupt Program servers, databases or any network connected to them, or use the Program to violate any law, statute or regulation; or conduct any other illegal activity, or to harvest or otherwise collect information submitted by third parties, including e-mail addresses, without the express consent of such third parties. ADP does not guarantee against any loss or alteration to Your data. You confirm that all information provided by You is being provided voluntarily and is accurate and complete and that You or Your employee providing the information or any referral under the Program is authorized to do so. You also agree that ADP shall have no liability for any use of such information to administer the Program, or for any errors or inaccuracies in the Program based upon information provided by You or the person accepting these Terms on Your behalf. You will be responsible for Your compliance with all laws and governmental regulations affecting Your business including any applicable anti-bribery, export control, data protection laws, and rules and regulations promulgated by the United States Department of Treasury, Office of Foreign Assets Control ("OFAC") regarding export controls and trade with prohibited parties and for any use You may make of the Program. ADP may immediately terminate this Agreement if You have violated or, if conducting business with You or Your Subsidiary is in violation of, any of the rules or regulations promulgated by OFAC. You agree to pay



any applicable taxes levied or based on any payments or credits received by You under the Program and to comply with any professional rules regarding use of the Program or credits awarded thereunder. You understand that if You are an individual You are not eligible to enroll in the Program which is available solely for U.S. companies and sole proprieters.

The execution, delivery and performance by You of this Agreement will not (i) violate any statute, ordinance, rule, regulation, order, judgment or decree of any court or of any governmental or regulatory body, agency or authority applicable to You, (ii) require any filing with, or require You to obtain any permit, consent or approval of, or require You to give any notice to, any governmental or regulatory body, agency or authority or any other person or entity, except for a filing, consent, approval or notice which would not prevent Your ability to perform Your obligations hereunder and would not result in any liability to ADP, or (iii) result in a violation or breach by You under any of the terms of any agreement (including Your agreement with Your clients), license or other instrument or obligation to which You are a party, or by which You or any of Your properties or assets may be bound.

- 7. ACCOUNT SECURITY AND PASSWORDS. In order to access and use the Program You will be required to provide proper authentication including your User Name, Password and any other authentication required by ADP ("Authentication") to access the Program. You are responsible for safeguarding the confidentiality of Your account information (including user email address(es) and your Authentication selected by You or issued to You) and agree to take any and all actions necessary to maintain the privacy of your Authentication for the Program. You are responsible for any use or misuse of Your account or the Program resulting from any unauthorized third party or employee using any Authentication selected by You or issued to You and you agree to notify ADP immediately of any known or suspected unauthorized access to or use of Your account, Authentication of any individual user to whom You have issued Authentication or any other breach of security or misuse of the Program known to or suspected by You.
- 8. DISCLAIMER OF WARRANTIES/LIMITATION OF DAMAGES. NEITHER ADP NOR ITS LICENSORS OR VENDORS MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE CONDITION, SUITABILITY, RELIABILITY, AVAILABILITY, COMPLETENESS, SECURITY, TIMELINESS, OR ACCURACY OF THE PROGRAM OR ANY INFORMATION, CALCULATIONS, SOFTWARE OR OTHER MATERIALS OR RESULTS INCLUDED IN OR AVAILABLE THROUGH THE PROGRAM, FOR ANY PURPOSE.

ALL OF THE FOREGOING ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. ADP AND ITS LICENSORS HEREBY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WITH REGARD TO THE PROGRAM OR ANY INFORMATION, CALCULATIONS, SOFTWARE OR OTHER MATERIALS OR RESULTS INCLUDED IN OR AVAILABLE THROUGH THE PROGRAM, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

ADP WILL NOT BE RESPONSIBLE FOR ANY DAMAGES ARISING FOM YOUR USE OF THE PROGRAM OR THE PROGRAM WEB SITE INCLUDING BUT NOT LIMITED TO ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES INCLUDING LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION OR LOSS OF INFORMATION THAT YOU



MAY INCUR OR EXPERIENCE IN CONNECTION WITH THESE TERMS OR THE PROGRAM, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBLITY OF SUCH DAMAGES.

ADP will not be liable for any damage or losses arising out of or otherwise related to (1) Your use of the Program or use by anyone to whom You have given access to the Program; (2) errors, bugs or other defects in the Program; (3) lost information; (4) illegal or criminal activities; (5) mistakes, omissions, interruptions, deletion of files or e- mail, loss of or damage to data, errors, defects, viruses, delays in operation, or transmission, or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction, unauthorized access to Program records, programs or services or any third party actions; or (6) Your actions with Your employees or vendors, or the use of their information.

9. GENERAL. Except as otherwise expressly set forth herein, these Terms supersede any prior agreements or terms of service on the same subject matter and will govern Your participation in the Program as well as all disclosures and exchanges of Confidential Information by the parties. These Terms do not modify or terminate any existing arrangements between You and ADP relating to the provision of official bank checks or relating to the provision of Services by ADP to You.

These Terms may be modified by ADP from time to time at any time and you are responsible for any updates posted on the Program web site or sent to You by ADP. The failure of You or ADP at any time to enforce any right or remedy available to it under these Terms with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party. These Terms are governed by the laws of the State of New York without giving effect to its conflict of law provisions. You and ADP agree that each is acting independently of the other, that You are not joint venturers, and that neither is an agent of the other. All notices, made under or in connection with these Terms, shall be in writing and shall be deemed to have been given three (3) days after mailed in any general or branch United States Post Office, enclosed in a registered or certified post-paid envelope, if to ADP addressed to: ADP, Attention: Manager, Client Appreciation Program-SBS, 71 Hanover Road, Florham Park, NJ 07932, with a copy to Automatic Data Processing, Inc., One ADP Boulevard, Roseland, New Jersey 07068, Attention: General Counsel, and if to You, at the address given for participation in the Program; provided, however, that any notice of change of address shall be effective only upon receipt. These Terms shall not be assigned by You without ADP's prior written consent and any attempted assignment without such consent shall be void. Nothing contained in these Terms is intended to create third-party beneficiaries of or under these Terms.

**10. THESE TERMS.** You should print a copy of these Terms for your records. If You do not have print capability or You otherwise desire to obtain a hard copy of these Terms please e-mail <a href="mailto:referralrewards@adp.com">referralrewards@adp.com</a> to request a hard copy.

By entering Your name, title, (phone and email where requested) and clicking the "Accept" box below You acknowledge that You have read, are authorized to sign and do agree to and do accept, these Terms.

R2 Referral Rewards Client Appreciation TOS AMP FINAL v8.18.16 ADP PROPRIETARY AND CONFIDENTIAL



Name & Title: Dennis S. Brewer

By signing below you acknowledge and agree to the terms of the Client Appreciation Program

CLIENT/ACCT
Signature:

Dennis S. Brewer

Date: 3/20/2018

(Must be an authorized signatory on the accounts listed above)

CEO

7322 RUN ET (12/13) Order 01-2018-102547 rl

Referrals Page 2 of 2



# **Activity - Deposit Accounts**

03/29/2018 03:02:25 PM (ET) Report created:

101002716 • \*7469 • Checking • BUSINESS CHECKING • Available \$18,310.72 3/16/2018 to 3/29/2018 Account:

Date range: Transaction types: All transactions

Detail option: Includes transaction detail

### 101002716 • \*7469 • Checking • BUSINESS CHECKING • Available \$18,310.72

Post Date	Reference	Additional Reference	Description	Debit	Credit	Calculated Balance
03/29/2018 03:00 PM (ET)	PEX CARD EP		PREAUTHORIZED ACH DEBIT PEX CARD EPAY 180329	\$0.15		\$18,310.72
03/29/2018 03:00 PM (ET)	PEX CARD EP		PREAUTHORIZED ACH DEBIT PEX CARD EPAY 180329	\$0.08		\$18,310.87
03/28/2018	PEX CARD EP		PREAUTHORIZED ACH DEBIT PEX CARD EPAY 180328	\$1,500.00		\$18,310.95
03/27/2018	71001733327334		PREAUTHORIZED ACH CREDIT PEX CARD EPAY 180326		\$0.15	\$19,810.95
03/27/2018	71001733327333		PREAUTHORIZED ACH CREDIT PEX CARD EPAY 180326		\$0.08	\$19,810.80
03/29/2018	Totals			\$1,500.23	\$0.23	

1/1



PO Box 26528, Kansas City, MO 64196-6528 hillcrestbank.com • 855.629.7618

WINNETT CATTLE COMPANY INC 12725 W INDIAN SCHOOL RD E-101 AVONDALE AZ 85392-9525 Last statement: February 28, 2018 This statement: March 31, 2018 Total days in statement period: 31

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PRIVACY NOTICE -- FEDERAL LAW REQUIRES US TO TELL YOU HOW WE COLLECT, SHARE AND PROTECT YOUR PERSONAL INFORMATION. OUR PRIVACY POLICY HAS NOT CHANGED AND YOU MAY REVIEW OUR POLICY AND PRACTICES WITH RESPECT TO YOUR PERSONAL INFORMATION AT: HTTPS: //www.nbhbank.com/media /856615 /nbh-privacy-notice.pdf -we will mail you a free copy upon request if you call us at the number above.

# **Business Analysis Checking**

Account number 3568367469 Low balance \$-189.28 Average balance \$11,290.02 Avg collected balance \$10,644

### **DAILY ACTIVITY**

Date	Description	Additions	Subtractions	Balance
02-28	Beginning balance			\$0.00
03-07	' Preauthorized Credit	.18		0.18
	GWB TRIALCREDT			
	180307			
03-07	' Preauthorized Credit	.25		0.43
	GWB TRIALCREDT			
	180307			
03-07	' Preauthorized Wd		-0.43	0.00
	GWB TRIALDEBIT			
	180307			
03-09	' Preauthorized Wd		-189.28	-189.28
	DELUXE BUS SYS. BUS PRODS			
	180309 82154676			





Date	Description	Additions	Subtractions	Balance
03-12	' Return Item	189.28		0.00
	DELUXE BUS SYS. BUS PRODS			
	180309 82154676			
	CHECK			
03-12	' NSF Return Item Fee		-35.00	-35.00
	FOR RETURN OF PREAUTHORIZED	WD		
	042000017308726			
	' Fee Refund	35.00		0.00
	' Credit Memo	20,000.00		20,000.00
03-14	' Preauthorized Wd		-189.28	19,810.72
	DELUXE BUS SYS. RETRY PYMT			
	180309 82154676			
03-27	' Preauthorized Credit	.08		19,810.80
	PEX CARD EPAY			
	180326			
03-27	' Preauthorized Credit	.15		19,810.95
	PEX CARD EPAY			
	180326			
03-28	' Preauthorized Wd		-1,500.00	18,310.95
	PEX CARD EPAY			
	180328			
03-29	' Preauthorized Wd		-0.08	18,310.87
	PEX CARD EPAY			
	180329			
03-29	' Preauthorized Wd		-0.15	18,310.72
	PEX CARD EPAY			
	180329			
03-31	Ending totals	20,224.94	-1,914.22	\$18,310.72

### **OVERDRAFT/RETURN ITEM FEES**

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$10.00
Total Returned Item Fees	\$35.00	\$35.00

Thank you for banking with Hillcrest Bank

# THIS FORM IS PROVIDED TO HELP YOU BALANCE YOUR STATEMENT

### **BEFORE YOU START -**

CHECKS OUTSTANDING-NOT CHARGED TO ACCOUNT

PLEASE BE SURE YOU HAVE ENTERED IN YOUR REGISTER ALL AUTO-MATIC TRANSACTIONS SHOWN ON THE FRONT OF YOUR STATEMENT.

NO.	\$	MINITED THAT IS NOT THE THE THE THE THE THE THE THE THE TH
		YOU SHOULD HAVE ADDED IF ANY OCCURRED: YOU SHOULD HAVE SUBTRACTED IF ANY OCCURRED:
		<ol> <li>Loan advances.</li> <li>Credit memos.</li> <li>Automatic loan payments.</li> <li>Automatic savings transfers.</li> </ol>
		3. Other automatic deposits. 3. Service charges.
		4. Debit memos.
		<ol><li>Other automatic deductions and payments.</li></ol>
		BALANCE SHOWN
		ON THIS STATEMENT \$
		ADD +
		DEPOSITS NOT CREDITED
		IN THIS STATEMENT
		(IF ANY) \$
		TOTAL \$
		· · · · · · · · · · · · · · · · · · ·
		SUBTRACT -
		► CHECKS
		OUTSTANDING \$
		BALANCE \$
		DITERIVOE \$
		SHOULD AGREE WITH YOUR CHECK BOOK BAL- ANCE AFTER DEDUCTING SERVICE CHARGE (IF
TOTAL	\$	ANY) SHOWN ON THIS STATEMENT.

#### **ELECTRONIC TRANSFERS**

Please examine immediately and report if incorrect. If no reply is received within 30 days the account will be considered correct. You have 60 days to question electronic transfers.

In Case of Errors Or Questions About Your Electronic Transfers TELEPHONE OR WRITE US AT THE TELEPHONE NUMBER OR ADDRESS LOCATED ON THE FRONT OF THIS STATEMENT as soon as you can. If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we may recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

Rev 06/15



14100 Southwest Freeway, Suite 210, Sugar Land, TX 77478

### Wire/ ACH Instructions

### **COMPANY INFORMATION:**

LEGAL NAME: Sallyport Commercial Finance LLC

CONTACT NAME: Perla Varela

ADDRESS: 14100 Southwest Freeway, Suite 210, Sugar Land, TX 77478

**TELEPHONE NUMBER: 832-939-9504** 

### **BANKING INFORMATION:**

**BANK NAME: Cadence Bank** 

BANK BRANCH: Sugar Land Branch

BANK ADDRESS: 4647 Sweetwater Blvd, Sugar Land, TX 77479

BANK ACCOUNT NAME: Sallyport CF, LLC

BANK ACCOUNT NUMBER: 5500082010

ABA ROUTING NUMBER: 062206295

BANK SWIFT CODE: CDBKUS44

Kind Regards,

Perla Varela

**Business Support Specialist, Underwriting** 

832-939-9504 email: pvarela@sallyportcf.com



PO Box 26528, Kansas City, MO 64196-6528 hillcrestbank.com • 855.629.7618

WINNETT CATTLE COMPANY INC 12725 W INDIAN SCHOOL RD E-101 AVONDALE AZ 85392-9525 Last statement: March 31, 2018 This statement: April 30, 2018 Total days in statement period: 30

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PRIVACY NOTICE -- FEDERAL LAW REQUIRES US TO TELL YOU HOW WE COLLECT, SHARE AND PROTECT YOUR PERSONAL INFORMATION. OUR PRIVACY POLICY HAS NOT CHANGED AND YOU MAY REVIEW OUR POLICY AND PRACTICES WITH RESPECT TO YOUR PERSONAL INFORMATION AT: HTTPS: //www.nbhbank.com/media /856615 /nbh-privacy-notice.pdf -we will mail you a free copy upon request if you call us at the number above.

# **Business Analysis Checking**

Account number 3568367469
Enclosures 9
Low balance \$6,235.72
Average balance \$10,024.05
Avg collected balance \$10,024

### **DAILY ACTIVITY**

Date	Description	Additions	Subtractions	Balance
03-31	Beginning balance			\$18,310.72
04-02	Outgoing Wire-Beb		-1,500.00	16,810.72
	201804020037307 BIBBY FINANCIAL S	SE		
04-02	Outgoing Wire-Beb		-2,000.00	14,810.72
	201804020037110 CROSSROADS FINA	ANCI		
04-03	Outgoing Wire-Beb		-1,000.00	13,810.72
	201804030012364 DENNIS BREWER			
04-05	Outgoing Wire-Beb		-1,000.00	12,810.72
	201804050016616 DENNIS BREWER			
04-06	Outgoing Wire-Beb		-1,000.00	11,810.72
	201804060038895 MB FINANCIAL BAI	NK,		
	9261700988207 FUND			
04-11	Outgoing Wire-Beb		-1,950.00	9,860.72
	201804110018734 MADISON STREET	CAP		





# WINNETT CATTLE COMPANY INC April 30, 2018

Page 2 3568367469

Date	Description	Additions	Subtractions	Balance
04-12	Check 99102		-250.00	9,610.72
04-17	Check 99101		-175.00	9,435.72
04-19	' Preauthorized Wd		-500.00	8,935.72
	PEX CARD EPAY			
	180419			
04-19	Check 99103		-1,200.00	7,735.72
04-30	' Preauthorized Wd		-1,500.00	6,235.72
	WINNETT CATTLE C ACH CREDIT			
	180430 1822861578			
04-30	Ending totals	.00	-12,075.00	\$6,235.72

### CHECKS

Number	Date	Amount	Number	Date	Amount
99101	04-17	175.00	99103	04-19	1,200.00
99102	04-12	250.00			

### **OVERDRAFT/RETURN ITEM FEES**

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$10.00
Total Returned Item Fees	\$0.00	\$35.00

Thank you for banking with Hillcrest Bank

WINNETT CATTLE COMPANY INC

Account: 3568367469

Page: 3 of 3

WINNETT CATTLE COMPANY INC  12729 W HOLM SCHOOL ROLE 101  2775 DOLLARS & ST.  2775 DOLLARS & ST.  2775 POPULAR ROLE SCHOOL ST. SCHOOL SCHOOL ST. SCHOOL ST. SCHOOL ST. SCHOOL ST. SCHOOL SCHOOL ST. SCHOOL SCHOOL ST. SCHOOL SCHOOL SCHOOL SCHOOL ST. SCHOOL
04/17/2018 99101 \$175.00

Г	and the second s	CONTRACTOR OF THE PROPERTY OF	No. of the Contract of the Con	
ľ				99102
	WINNETT CATTLE COMPANY INC 12725 W RIDIAN SCHOOL RD E-101			
П	AVONDALE, AZ 85392		DATE 4/6/18	83-271/1010
	PAY TO THE TATAL SENT OFICE		DATE //U/18	\$750
ě	Two hundred fafty \$/100	<del> </del>		DOLLARS A MAN
	Hillcrest Bank 855.629.7618 hillcrestbank.com		Builde	
	FOR	: 3568367469	•	MP I
	0	4/12/2018	99102	\$250.00

	99103
WINNETT CATTLE COMPANY INC 12725 W INDIAN SCHOOL RD E-101	
AVONDALE, AZ 86392	DATE 4-18-18 83-271/1010
PAY. D. O.	JANIE 7 70 10
PATHE OF DENNIS Brewer	\$ 1200
One theward two hundred */-	DOLLARS 🗗 🚟
#Hillcrest Bank	
855.529.7618 hillcreetbank.com	-100
FOR	SEX tremes
-099103     :101002716 : 3	1568367469#
04/19	9/2018 99103 \$1,200.00

## THIS FORM IS PROVIDED TO HELP YOU BALANCE YOUR STATEMENT

### **BEFORE YOU START -**

CHECKS OUTSTANDING-NOT CHARGED TO ACCOUNT

PLEASE BE SURE YOU HAVE ENTERED IN YOUR REGISTER ALL AUTO-MATIC TRANSACTIONS SHOWN ON THE FRONT OF YOUR STATEMENT.

NO.	\$	MINITED THAT IS NOT THE THE THE THE THE THE THE THE THE TH
		YOU SHOULD HAVE ADDED IF ANY OCCURRED: YOU SHOULD HAVE SUBTRACTED IF ANY OCCURRED:
		<ol> <li>Loan advances.</li> <li>Credit memos.</li> <li>Automatic loan payments.</li> <li>Automatic savings transfers.</li> </ol>
		3. Other automatic deposits. 3. Service charges.
		4. Debit memos.
		<ol><li>Other automatic deductions and payments.</li></ol>
		BALANCE SHOWN
		ON THIS STATEMENT \$
		ADD +
		DEPOSITS NOT CREDITED
		IN THIS STATEMENT
		(IF ANY) \$
		TOTAL \$
		· · · · · · · · · · · · · · · · · · ·
		SUBTRACT -
		► CHECKS
		OUTSTANDING \$
		BALANCE \$
		DITERIVOE \$
		SHOULD AGREE WITH YOUR CHECK BOOK BAL- ANCE AFTER DEDUCTING SERVICE CHARGE (IF
TOTAL	\$	ANY) SHOWN ON THIS STATEMENT.

#### **ELECTRONIC TRANSFERS**

Please examine immediately and report if incorrect. If no reply is received within 30 days the account will be considered correct. You have 60 days to question electronic transfers.

In Case of Errors Or Questions About Your Electronic Transfers TELEPHONE OR WRITE US AT THE TELEPHONE NUMBER OR ADDRESS LOCATED ON THE FRONT OF THIS STATEMENT as soon as you can. If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we may recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

Rev 06/15



# **Completed ACH Transaction Details**

# **Detail for Confirmation Number 3663394318**

## **Template Information**

Template name:

Request type: CCD Payment

Company name/ID: WINNETT CATTLE C / 1822861578

Template description: ACH CREDIT

Debit account: \*7469 - BUSINESS CHECKING

Effective date: 04/30/2018

Confirmation number: 3663394318

### **Credit/Destination Accounts**

ABA/TRC	Account	Account Type	Name	Detail ID	Amount
021200339	*8546	Checking	Orbit Technologies		\$1,500.00
				Total:	\$1,500.00

# **Approval History Information**

Action	User ID	Date
Enter Request	DBREWER	04/27/2018 05:25:38 PM (ET)
Approve/Transmit Request	JWASEMAN	04/27/2018 05:27:54 PM (ET)



Home | Contact Us | Sitemap Home About Us Our Businesses Press Releases Our Network

#### **Dear Dennis Brewer**

The Payment has been received and processing of your order may take 24-48 hours.

#### **ORDER DETAILS:**

Order Number: WBIN/EI:320173

Received Date: 2018-05-01

Total Amount: 9452 / \$ 139

Email Address: dennis\_brewer@winnettcattlecompany.com

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2/2





**ADVICE OF DEBIT** 

Client Name : WINNETT CATTLE COMPANY INC

Client Number : 1610088

Advice of Debit Number : 513511039

Advice of Debit Date : 05/04/2018

Advice of Debit Due Date : 05/11/2018

Total Debited This Invoice : \$111.46

ADP, LLC 1851 N RESLER DRIVE MS-600 EL PASO TX 79912



# DENNIS BREWER WINNETT CATTLE COMPANY INC For

Billing inquiries, please contact your client service rep at (877)815-6427. 12725 W INDN SCHL RD
AVONDALE, AZ 85392-9520

#### **CURRENT CHARGES**

RUN COMPANY CODE 1731-2R-4ZJ IID 24131937	QUANTITY	RATE	BASE	TOTAL CHARGES	TAX
Processing Charges for Period Ending Date: 04/29/2018 Check Date: 05/01/2018	1	discount applies		\$81.95	
ADP Enhanced Payroll Payroll Features Include: Multiple Employee Pay Options Tax Filing New Hire Reporting eTimecard Electronic Reports Employee Access RUN Powered by ADP mobile payroll General Ledger Interface Garnishment Payment Service Unemployment Claims Service (SUI) Poster Compliance Update Service 24x7 Live Support					
Implementation Charges for Period Ending Date: 04/29/2018 Check Date: 05/01/2018					
Implementation for ADP Enhanced Payroll				\$50.00	

Sub Total Current Charges 25% Discount On Processing Charges \$131.95 -\$20.49 **TOTAL CHARGES FOR COMPANY CODE:** 

1731-2R-4ZJ \$111.46

Total Debited \$111.46

### WE APPRECIATE YOUR BUSINESS! - NO PAYMENT REQUIRED.

This amount will be processed for debit from your account # XXXXXX7469 on 05/11/2018 or the next banking day. Please confirm the debit was completed with your banking institution to ensure the invoice is paid in full.



# **Completed ACH Transaction Details**

# **Detail for Confirmation Number 3308434358**

## **Template Information**

Template name:

Request type: **CCD** Payment

WINNETT CATTLE C / 1822861578 Company name/ID:

Template description: ACH CREDIT

Debit account: \*7469 - BUSINESS CHECKING

Effective date: 05/16/2018 Confirmation number: 3308434358

### **Credit/Destination Accounts**

ABA/TRC	Account	Account Type	Name	Detail ID	Amount
021200339	*8546	Checking	Orbit Technologies	89779-B	\$1,500.00
				Total:	\$1,500.00

# **Approval History Information**

Action	User ID	Date
Enter Request	DBREWER	05/15/2018 05:28:45 AM (ET)
Approve/Transmit Request	JWASEMAN	05/15/2018 02:23:25 PM (ET)



# Invoice

Date	Invoice #
5/21/2018	4174.7980

Bill To	
Winnett Cattle Company Dennis Brewer 450 Island Road #35 Ramsey NJ 07446	

P.O. No.	Terms	Project

Quantity	Description	<u>'</u>	Rate	Amount
1	Virtual Office-Custom package Additional Phone Line per month  4% Service Charge Avondale Rental Tax		Rate  225.00 10.00 10.04 3.00%	225.00T 20.00T
Thank you for yo	ur business!		Total	\$262.40



PO Box 26528, Kansas City, MO 64196-6528 hillcrestbank.com • 855.629.7618

WINNETT CATTLE COMPANY INC 12725 W INDIAN SCHOOL RD E-101 AVONDALE AZ 85392-9525 Last statement: April 30, 2018 This statement: May 31, 2018 Total days in statement period: 31

Page 1 3568367469 ( 2)

PRIVACY NOTICE -- FEDERAL LAW REQUIRES US TO TELL YOU HOW WE COLLECT, SHARE AND PROTECT YOUR PERSONAL INFORMATION. OUR PRIVACY POLICY HAS NOT CHANGED AND YOU MAY REVIEW OUR POLICY AND PRACTICES WITH RESPECT TO YOUR PERSONAL INFORMATION AT: HTTPS: //www.nbhbank.com/media /856615 /nbh-privacy-notice.pdf -we will mail you a free copy upon request if you call us at the number above.

# **Business Analysis Checking**

Account number 3568367469
Enclosures 2
Low balance \$218.01
Average balance \$3,080.86
Avg collected balance \$3,080

### **DAILY ACTIVITY**

Date	Description	Additions	Subtractions	Balance
04-30	Beginning balance			\$6,235.72
05-01	' Preauthorized Wd		-819.90	5,415.82
	ADP Tax ADP Tax			
	180501 RT4ZJ 050101A01			
05-11	' Preauthorized Wd		-111.46	5,304.36
	ADP PAYROLL FEES ADP - FEES			
	180511 2R4ZJ 6962056			
05-15	Check 50001		-1,936.35	3,368.01
05-15	Check 99104		-250.00	3,118.01
05-16	' Preauthorized Wd		-1,500.00	1,618.01
	WINNETT CATTLE C ACH CREDIT			
	180516 1822861578			





# WINNETT CATTLE COMPANY INC May 31, 2018

Page 2 3568367469

Date	Description	Additions	Subtractions	Balance
05-18	' Preauthorized Wd		-25.00	1,593.01
	ADP PAYROLL FEES ADP - FEES			
	180518 2R4ZJ 8061867			
05-18	' Preauthorized Wd		-400.00	1,193.01
	PEX CARD EPAY			
	180518			
05-18	' Preauthorized Wd		-975.00	218.01
	WINNETT CATTLE C ACH CREDIT			
	180518 1822861578			
05-21	' ACH Orig Cr Return	975.00		1,193.01
	RETURN SETTLE A ACH RTN - RO3			
	INTERTEK 1005110267			
	ORIGINAL ENTRY EFF DATE = 180518			
05-31	Ending totals	975.00	-6,017.71	\$1,193.01

### **CHECKS**

Number	Date	Amount	Number	Date	Amount
50001	05-15	1,936.35	* Skip in ched	k sequence	
99104 *	05-15	250.00	-	-	

### **OVERDRAFT/RETURN ITEM FEES**

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$10.00
Total Returned Item Fees	\$0.00	\$35.00

Thank you for banking with Hillcrest Bank

WINNETT CATTLE COMPANY INC

Account: 3568367469

Page: 3 of 3



WINNETT CATTLE COMPANY INC

12723 WINDOWS COLOR DE FIST
ANNICALE, A CESSOR

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BOLLARS A SECURITY OF CAMPANY INC

BOLLARS A

05/15/2018 99104 \$250.00

# THIS FORM IS PROVIDED TO HELP YOU BALANCE YOUR STATEMENT

### **BEFORE YOU START -**

CHECKS OUTSTANDING-NOT CHARGED TO ACCOUNT

PLEASE BE SURE YOU HAVE ENTERED IN YOUR REGISTER ALL AUTO-MATIC TRANSACTIONS SHOWN ON THE FRONT OF YOUR STATEMENT.

NO.	\$	MIATIC TRANSACTIONS SHOWN ON THE FRONT OF TOOR STATEMENT.
		YOU SHOULD HAVE ADDED IF ANY OCCURRED:  1. Loan advances.  YOU SHOULD HAVE SUB- TRACTED IF ANY OCCURRED:  1. Automatic loan payments.
		2. Credit memos. 2. Automatic savings transfers. 3. Other automatic deposits. 3. Service charges.
		4. Debit memos. 5. Other automatic deductions and payments.
		and payments.
		ON THIS STATEMENT \$
		ADD +
		DEPOSITS NOT CREDITED IN THIS STATEMENT
		(IF ANY) \$
		TOTAL \$
		SUBTRACT -
		CHECKS OUTSTANDING \$
		BALANCE \$
TOTAL	\$	SHOULD AGREE WITH YOUR CHECK BOOK BAL- ANCE AFTER DEDUCTING SERVICE CHARGE (IF ANY) SHOWN ON THIS STATEMENT.

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- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we may recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

Rev 06/15



# Invoice

Date	Invoice #
6/20/2018	4174.8170

Bill To	
Winnett Cattle Company Dennis Brewer 450 Island Road #35 Ramsey NJ 07446	

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1 3	Virtual Office-Custom package	22	Amount  25.00 10.00 30.00T  10.51 00% 10.66
Thank you for you	ur business!	Total	\$273.17



# **Invoice**

Date	Invoice #
7/20/2018	4174.8287

Bill To	
Winnett Cattle Company Dennis Brewer 450 Island Road #35 Ramsey NJ 07446	

P.O. No.	Terms	Project

Quantity	Description	Rate		Amount
1	Virtual Office-Custom package Additional Phone Line per month  4% Service Charge Avondale Rental Tax		225.00 10.00 10.51 3.00%	225.00T
Thank you for yo	ur business!			
		Total		\$273.17

# Dean Smith financing and investment terms & conditions - Winnett Perico July 26, 2018

- Dean Smith will fund \$30,000.00 to Winnett Perico on July 27, 2018.
- Winnett Perico will grant seven-year Preferred Stock options for 147,000 shares at \$1.67 to Dean Smith
- Winnett Perico has 6 months (January 26, 2019) to repay the following
  - 1. \$30,000.00 + \$1000.00 interest (Payable to Sasha's Farm Fresh)
  - 2. \$5,000.00 + \$1,000.00 personal loan +agreed and 9% (Original funding March, 2017) interest compounded (Payable to Dean T. Smith)

If the above deadline is not met by January 26, 2019 Dean Smith company shares default to 20% ownership and shares of ownership increase 1% each corresponding month after January 26, 2019 until items 1 & 2 are settled in full with a final settlement extension of August 1, 2019.

If items 1&2 (and any possible additional funds requests during this 6 month period) are not settled by **August 1, 2019**, Dean Smith will then receive **51% controlling interest of Winnett Perico**.

Any additional financing requests between today July 26, 2018 and the 6 month due date January 26, 2019 will be considered with additional terms and conditions

Dean T. Smith -DATE

July 26, 2018

July 26, 2018

Diana F. Smith - DATE

(Witness)

Notary to be completed 07/27/2018

**Dennis Brewer - DATE** 

Emil Schmiedhauser

Some Bares 7-76-18

450 Island Road #35

Ramsey NJ 07446

201-785-1913

Davis & Remen 8-2-18

Mattics Aydin

Ence of 1/30/2023

Brewer



## WINNETT CATTLE COMPANY

ATTN: DENNIS BREWER UNITED STATES

## INVOICE 20180810652

AUG 3, 2018 / DUE ON RECEIPT

### 2 TORONTO ST.

SUITE 237 TORONTO M5C 2B5 ONTARIO, CANADA



SUMMARY	QUANTITY	RATE	AMOUNT
AutoKlose (Quarterly Payments)	1	\$89.97	\$89.97

Discounted Beta pricing for all AutoKlose platform features including:

- Cadence Scheduling
- Autoklose Sales Engine
- Salesforce Integration
- Autoklose Connect for Gmail
- Autoklose Connect for Outlook

- Personalized Email Templates		
	TOTAL	\$89.97
	PAYMENTS	\$89.97
	BALANCE DUE	\$0.00
HST # 863613162		
Wire transfer information: Bank: Royal Bank of Canada Address: 51 Hanna Ave		
Toronto M6K 3N7		
Ontario, Canada		
SWIFT: ROYCCAT2		
CAD Account:		
Transit: 01824		

Transit: 01824
Institution: 003

Account: 1010487

Routing: 021000021

**USD Account:** 

Transit: 00616 Institution: 003 Account: 4001699



Invo	ice Date	08/03/2018		Balan	ce Due \$0.00
Terr		Due on Receipt	74		
Due	Date	08/03/2018			
P.O.	#	4479			
#	Item & Description		Qty	Rate	Amount
1	1 Marketing List B2B Professional List Quantity; 8173 Contacts Contact Name, Contact Title, Contact Email, Company Name *Phone and Postal Address Job Title; C-Level Grocery Executives USA-4799 Contacts International-3374 Contacts  *Output where available		1.00	\$2,292.53	\$2,292.53
2	UNLIMITED REUSE/NO REUSE/NO RE		1.00	\$0.00	\$0.00
3		mail in csv format en 3-5 days AFTER Company I Purchase Order, Payment	1.00	\$50.00	\$50.00

	Balance Due	\$0.00
	Payment Made	(-) 2,342.53
Date	Total	\$2,342.53
y Signing here the party agrees to the Terms and Conditions on this order.	Sub Total	2,342.53

### **Terms & Conditions**

Terms and Conditions; Data is rented for one time use only unless specifically approved otherwise in writing on this Purchase Order. However once an individual responds to a solicitation, this limitation no longer applies to that individual record. EGM Global's maximum liability for errors or omissions cannot exceed the cost of the data and services purchased from EGM Global. You may be required to supply EGM Global with a copy of a sample mail piece, telephone or html script prior to the supply of data from EGM Global or our third party vendors. EGM Global has the right to refuse an order for any reason. All sales are final. No refunds are permitted. We do not issue refunds due to 3rd party email platforms refusal to deploy provided list. Your order has been fulfilled with data owned by EGM Global or a third party supplier. Specific attributes are captured online, from surveys, or modeled by EGM Global or by one of our suppliers. Replacement of records (Invalids or Hard Bounces) on a one to one basis with proof of transmission report.



Inve	sice Date	08/06/2018		Balan	ce Due \$0.00
Invo	oice Date				
Teri	ns	Due on Receipt			
Due	Date	08/06/2018			
P.O.	P.O.# 4481				
#	Item & Description		Qty	Rate	Amount
1	1 Html Creative Production Client will provide all copy and images for production of HTML Creative for use in Email Campaign-2 revisions provided-7 Business Days lead way time required-depending on final approval		1.00	\$350.00	\$350.00
2	Deployment Full Campaign Deployment 10 Email Deployments-Init required Campaign Performance Recampaign	tial Setup time of 3-5 days	1.00	\$1,350.00	\$1,350.00

		Balance Due	\$0.00
		Payment Made	(-) 1,700.00
Date	THE PROPERTY.	Total	\$1,700.00
By Signing here the	party agrees to the Terms and Conditions on this order.	Sub Total	1,700.00

### Terms & Conditions

Terms and Conditions; Data is rented for one time use only unless specifically approved otherwise in writing on this Purchase Order. However once an individual responds to a solicitation, this limitation no longer applies to that individual record. EGM Global's maximum liability for errors or omissions cannot exceed the cost of the data and services purchased from EGM Global. You may be required to supply EGM Global with a copy of a sample mail piece, telephone or html script prior to the supply of data from EGM Global or our third party vendors. EGM Global has the right to refuse an order for any reason. All sales are final. No refunds are permitted. We do not issue refunds due to 3rd party



email platforms refusal to deploy provided list. Your order has been fulfilled with data owned by EGM Global or a third party supplier. Specific attributes are captured online, from surveys, or modeled by EGM Global or by one of our suppliers. Replacement of records (Invalids or Hard Bounces) on a one to one basis with proof of transmission report.



General Wire Transfer Request

				sier Request		
D - 1.4			Branch	Information		
I	nch Name: NORTH AU				ne Number:	530.889.3959
Date Received: 8/7/2018		ceived: 4 25	T	p.m.		
Name & Title of Person CONS	TANTINE PE	RAKIS BM	Signatu Accepti	re of Person ng Instructions		8
		Section 2 - N	/lethod \	Nire Received		
Wire Requested: In-Person (Section 3	Required)					
	Secti	on 3 – Identif	ication	for In-Person Wi	res	
ID Issue State: NV	/Type of ID: State Dr			ID Number: 020		ID Issue Date: 08/12/2016
Expiration Date: 08/22/2022		Additional In	nformation	1:		
	Section 4	- Telephone.	, Fax, ar	nd Email Reques	ts Only	
No-A, General vvire Transfer Reque	e, fax, or email may of tity was verified (i.e., est for detailed identif	only be accepted fi the customer was ication and docum	rom knowr able to ver	n and existing custom rify account transaction	ers. The emp	Nefer to Instructions for Completing
Customer's/Requestor's Full Nar	ne:					
	Doc	umentation for h	now the C	ustomer was verifie	ed	
Option 1: Select three different options and document details used to identify the customer.  Ownership/Title/Signer(s) option must only be selected once.						
Option 2: Customer identified th details – Used to identify "known e.	Option 2: Customer identified through conversation details – Used to identify "known existing customers":					
11		Section 5	- Wire I	nformation		
Customer and Account Information						
Debiting Account Number: 153567	382954			nt Title (as shown or	CACL	IAIC EADM EDECLILLO
	the system): SASHA'S FARM FRESH LLC					
Person Requesting Wire (Name)			Relatio	nship to Beneficiary	: INVESTO	3
Purpose of Wire: BUYING MORE SHA						
Customer Address (city, state, zi	p): 1600 RIDGEVIEW CII					
Time of Minis			nd Amour	t of Wire		
Type of Wire: Domestic	Am	ount of Wire: 18,0			ls 1	the amount in USD?
Reason/Purpose for		INPOC	Wire Info	ormation		
using INPOC GL:						
Customer CD/Loan Account #:				INPOC Cost Center	& Account:	/1851230
	F	Receiving Bank a	and Bene	ficiary Information		
ABA/Swift (first bank):				Bank Name (first ba	ınk):	
Address:				City, State, and/or	Country:	
ABA/Swift (final bank): 101002716						
Address: 1111 MAIN STREET STE 2800				Bank Name (final b City, State, and/or (		HILLCREST BANK
Beneficiary Name:	WINNETT CATTLE	COMPANY INC		Beneficiary Accour		KANSAS CITY MO 64105
Beneficiary Address:	ADDRESS NOT SU			Delicitorary Account	- Number	3568367469
Further Credit To/Reference Info:						
			rnationa	I Wire Transfers		
All consumer international wires re	equire a Prepayment	Disclosure and R	eceipt Disc	closure. Refer to Inter	i national Wire	Transfer Processing for instructions.
In what currency are the funds to (If unknown to sender, select USI	be received?	e of Currency:			Bank ID N	
		Section 7 - \	Verificat	ion of Funds	1	
The account has been	Restraints		☑ Colle	ected Balance		
reviewed for the following:	Accessible Balance	(Balance details o	or DE00 sc	reen print attached)		
		ranch Manage	ement A	Authorization (if owing scenarios:	applicable	)
<ul> <li>Known/existing customer is do</li> <li>When using the INPOC account</li> <li>Future dated wires.</li> </ul>			•	-For all wires reques	allback requir	ione, fax or email. rement for telephone, fax or email
Signature of Management Approval: Printed name:						

04/2017 K5-A.1

**Customer Confidential** 



# **Completed Wire Details**

### **Debit Information**

Domestic wire Wire type:

**BUSINESS CHECKING - \*7469** Account:

Security code:

Effective date: 08/14/2018 Amount: \$2,000.00 Currency: USD Entered by: **DBREWER** 

Entry date/time: 08/14/2018 10:36:36 AM (ET)

Transmitted by: **JWASEMAN** 

Transmit date/time: 08/14/2018 10:47 AM (ET)

**CONFIRMED** Status: Confirmation number: 690612067

Reference number: 20180814MMQFMPHC000031

## **Recipient Information**

Bank ID type: ABA

062206295 Bank ID:

CADENCE BANK, NA Bank name:

Bank address 1: **BIRMINGHAM** 

Bank address 2: AL

Bank address 3:

Recipient account: 5500082010 Recipient name: Sallyport CF, LLC

14100 Southwest Freeway Ste 210 Recipient address 1:

Recipient address 2: Sugar Land TX 77478

Recipient address 3:

Additional information for recipient:

# **First Intermediary Information**

Bank ID type:

Bank ID:

Intermediary account:

Bank name: Bank address 1: Bank address 2: Bank address 3:

# **Second Intermediary Information**

Bank ID type:

Bank ID:

Intermediary account:

Bank name:

Bank address 1:

Bank address 2:

Bank address 3:

# Wire Initiator Information

WINNETT CATTLE COMPANY INC Wire initiator name: Wire initiator address 1: 12725 W INDIAN SCHOOL RD E-101

AVONDALE, AZ 853929525 Wire initiator address 2:

Wire initiator address 3:

# **Approval History Information**

Action	User ID	Date	Time
Enter Request	DBREWER	08/14/2018	10:36:36 AM (ET)
Approve Request	JWASEMAN	08/14/2018	10:47:30 AM (ET)



# **Completed ACH Transaction Details**

# **Template Information**

Template name:

**CCD** Payment Request type:

Company name/ID: WINNETT CATTLE C / 1822861578

Template description: ACH CREDIT

\*7469 - BUSINESS CHECKING Debit account:

Effective date: 08/14/2018 Confirmation number: 3553641804

### **Credit/Destination Accounts**

	ABA/TRC	Account	Account Type	Name	Detail ID	Amount
	021200339	*8546	Checking	Orbit Technologies		\$3,000.00
ĺ					Total:	\$3,000.00

## **Approval History Information**

Action	User ID	Date
Enter Request	DBREWER	08/13/2018 09:15:58 AM (ET)
Approve/Transmit Request	JWASEMAN	08/13/2018 10:04:03 AM (ET)



# **Completed ACH Transaction Details**

# **Template Information**

Template name:

**CCD** Payment Request type:

WINNETT CATTLE C / 1822861578 Company name/ID:

Template description: ACH CREDIT

\*7469 - BUSINESS CHECKING Debit account:

Effective date: 08/14/2018 Confirmation number: 3553641804

### **Credit/Destination Accounts**

	ABA/TRC	Account	Account Type	Name	Detail ID	Amount
	021200339	*8546	Checking	Orbit Technologies		\$3,000.00
ĺ					Total:	\$3,000.00

## **Approval History Information**

Action	User ID	Date
Enter Request	DBREWER	08/13/2018 09:15:58 AM (ET)
Approve/Transmit Request	JWASEMAN	08/13/2018 10:04:03 AM (ET)



True Commerce, Inc NW 6199 PO Box 1450 Minneapolis, MN 55485-6199

Phone: (888) 430-4489 Fax: (412) 291-3444

https://www.truecommerce.com/

### **Bill To**

Winnett Cattle Company 12725 W Indian School Rd E-101 Avondale AZ 85392

## Quote

Page 1 of 2

**Date** 8/16/2018 **Quote #** Q-2008805467

Sales Rep Tim Rackowski Expires 8/31/2018 Terms Due on receipt

### Ship To

Winnett Cattle Company 12725 W Indian School Rd E-101 Avondale AZ 85392

Item	Description	Qty	Price	Amount
QuickBooks Enterprise 2018 Advanced Bundle - SaaS		1		
Transaction Manager SaaS	Transaction Manager Web Based Solution for Windows Includes: -Ability to send or receive any X12 EDI Document directly -One concurrent user -852 Product Activity Report Export to TrueCommerce Normalized CSV File	1	795.00	795.00
Si - QuickBooks 2018 Enterprise Advanced	Advanced integration for QuickBooks Enterprise that includes:	1	1,495.00	1,495.00
	Integrated: - Sales Order, Sales Receipt and Invoice - Purchase Order and Bill - Warehouse Transactions - Credit Memos - Custom Fields			
Americold Vendor	Electronic Partner Plug-in (EPP)	1	350.00	350.00
Subtotal				2,640.00
Bundle Discount			-1,940.00	-1,940.00
End of Group				700.00
Concurrent User - Up to 3 Total Users	Provides Up to 3 Total Concurrent User access to Transaction Manager	1	295.00	295.00
Subtotal				995.00
Basic Plan	Network billing begins when your first transaction (Test or Production) is sent/received.	1	0.00	0.00
	Monthly Access Fee: \$65.00 (includes 25 transactions of 30 line items per month) Additional Line Items: \$0.04 per line item (over the allotment of 30 per transaction) Additional Transactions: \$0.56 per transaction (over the allotment of 25) Acknowledgement (997) Transactions: No Charge			
LP Evidentiary Exhibits Page 0	True Commerce Benefit - The Complete Solution		11/30/202	22



## Quote

Page 2 of 2

Date 8/16/2018 Quote # Q-2008805467

	Quote #		Q-200000340	
Item	Description	Qty	Price	Amount
	- Complete Implementation – Including the following: o Trading Partner Mapping o One on One/Many Training o Webinars and Knowledgebase access o TrueCommerce Trading Partner Testing o Integration Testing for Business System (ERP) o Configuration of Trading Partner o Translation Table Setup Assistance – Items and Addresses o Look-up table and Business Logic Configuration			
	- Full Customer Support – Included: o 8:00AM – 8:00PM Technical Support o 24 x 7 x 365 Emergency Support – On Call			
	- 100% Maintenance Included Free: o Includes Integration File Changes for Adding / Removing Fields – Free o Business System Plugin Changes – Included Free o Includes Trading Partner Mapping Changes – Free			
	- Managed Network Platform: 0 Includes Direct AS2   FTP   VAN 0 Includes AS2 Certificates – Free 0 Includes VAN Interconnection – Free 0 Free VAN Mailbox 0 No Fee per month per Trading Partner 0 Flexible Monthly Network – Change Month to Month 0 No Fee to Cancel or Suspend Service			

	o No Fee per month per Trac o Flexible Monthly Network - Month to Month o No Fee to Cancel or Susp	- Change		
I AGREE TO THE FEES AND TERMS OF US QUOTE Dennis Brever Print Name / Signature / Date	8/16/18		Total	\$995.00
The TrueCommerce Terms & Conditions executed betwee products, services and/or features provided in this Quote The TrueCommerce Terms & Conditions are located at his issued on Software or Services.	en Customer and TrueCommerce shall ap and Quote shall be fully incorporated by ttp://goo.gl/9JBrlb. No Refund or Returns	oply to the reference. will be		
Select payment method for all invoices:				
Credit Card #: 4056403186161726 Code: 660	Expiration Date: 3/21	Security		
ACH from bank account: I hereby authorize TrueCommer below:	rce to initiate debit entries to my account i	indicated		
ABA#:				
Acct #: LP Evidentiary Exhibits Page 01	10010		11/30/2022	



## **Completed Wire Details**

#### **Debit Information**

Domestic wire Wire type:

**BUSINESS CHECKING - \*7469** Account:

Security code:

Effective date: 08/23/2018 Amount: \$2,500.00 Currency: USD Entered by: **DBREWER** 

Entry date/time: 08/23/2018 06:24:25 AM (ET)

Transmitted by: **JWASEMAN** 

Transmit date/time: 08/23/2018 09:13 AM (ET)

Status: **CONFIRMED** Confirmation number: 1065948059

Reference number: 20180823MMQFMPHC000007

#### **Recipient Information**

Bank ID type: ABA 081202759 Bank ID: US BANK, NA Bank name: Bank address 1: MOUNT VERNON

Bank address 2: IL

Bank address 3:

Recipient account: 199375573805

Recipient name: New American Lending 2812 Pat Tillman Drive Recipient address 1: Recipient address 2: Springfield, IL 62711

Recipient address 3:

Additional information for recipient:

## **First Intermediary Information**

Bank ID type:

Bank ID:

Intermediary account:

Bank name: Bank address 1: Bank address 2:

Bank address 3:

## Second Intermediary Information

Bank ID type:

Bank ID:

Intermediary account:

Bank name: Bank address 1: Bank address 2:

Bank address 3:

### Wire Initiator Information

Wire initiator name: WINNETT CATTLE COMPANY INC Wire initiator address 1: 12725 W INDIAN SCHOOL RD E-101

AVONDALE, AZ 853929525 Wire initiator address 2:

Wire initiator address 3:

## **Approval History Information**

Approval status: 1 of 1 received

Action	User ID	Date	Time
Enter Request	DBREWER	08/23/2018	06:24:25 AM (ET)
Approve Request	JWASEMAN	08/23/2018	09:13:55 AM (ET)

# INVOICE

Lori Alvarez	DATE: AUGUST 31, 2018
22400 0 1 D	INVOICE # 169

3348 S. Colt Dr. Gilbert, AZ 85297 480.452.8887

TO Winnett Cattle Company, Inc. Attn: Dennis Brewer, CEO

Dennis\_Brewer@winnettcattlecompany.com

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
8.0	August 30, 2018 – Training in Avondale	\$100.00	\$800.00
100.4	Mileage to Avondale – Roundtrip	\$0.545	54.72
		SUBTOTAL	\$ 854.72
		SALES TAX	
		TOTAL	\$ 854.72

Make all checks payable to Lori Alvarez

Thank you for your business!

United States



				Balan	ce Due	\$300.00
Invo	ice Date	09/05/2018				
Terr	ns	Due on Receipt				
Due	Date	09/05/2018				
P.O.	#	4485				
#	Item & Description		Qty	Rate	ř	Amount
1	Update to List Hygiene and Permission I Cattle Company to supple	Pass to be added to Winnett emen current email list	1.00	\$300.00		\$300.00
2	EGM Global Inc Routing # 071001737 Account # 9999139746		1.00	\$0.00		\$0.00

By Signification the party agrees to the Terms and Conditions on this order.

Sub Total

300.00

Total

\$300.00

**Balance Due** 

\$300.00

#### Terms & Conditions

Terms and Conditions; Data is rented for one time use only unless specifically approved otherwise in writing on this Purchase Order. However once an individual responds to a solicitation, this limitation no longer applies to that individual record. EGM Global's maximum liability for errors or omissions cannot exceed the cost of the data and services purchased from EGM Global. You may be required to supply EGM Global with a copy of a sample mail piece, telephone or html script prior to the supply of data from EGM Global or our third party vendors, EGM Global has the right to refuse an order for any reason. All sales are final. No refunds are permitted. We do not issue refunds due to 3rd party email platforms refusal to deploy provided list. Your order has been fulfilled with data owned by EGM Global or a third party supplier. Specific attributes are captured online, from surveys, or modeled by EGM Global or by one of our suppliers. Replacement of records (Invalids or Hard Bounces) on a one to one basis with proof of transmission report.



EGM Global, Inc. 823 W Roscoe St. Suite 100 Chicago IL 60657 U.S.A



## **Completed ACH Transaction Details**

## **Template Information**

Template name:

**CCD** Payment Request type:

Company name/ID: WINNETT CATTLE C / 1822861578

Template description: ACH CREDIT

\*7469 - BUSINESS CHECKING Debit account:

Effective date: 09/06/2018 Confirmation number: 1463586247

#### **Credit/Destination Accounts**

ABA/TRC	Account	Account Type	Name	Detail ID	Amount
071001737	*9746	Checking	EGM Global	4485	\$300.00
				Total:	\$300.00

#### **Approval History Information**

Approval status: 1 of 1 received

Action	User ID	Date
Enter Request	DBREWER	09/05/2018 10:24:21 AM (ET)
Approve/Transmit Request	JWASEMAN	09/05/2018 11:30:22 AM (ET)



## **Completed ACH Transaction Details**

## **Template Information**

Template name:

**CCD** Payment Request type:

Company name/ID: WINNETT CATTLE C / 1822861578

Template description: ACH CREDIT

\*7469 - BUSINESS CHECKING Debit account:

Effective date: 09/06/2018 Confirmation number: 3956031355

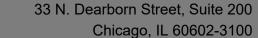
#### **Credit/Destination Accounts**

ABA/TRC	Account	Account Type	Name	Detail ID	Amount
071001737	*0325	Checking	Exact Data	Tom Flash	\$1,065.00
				Total:	\$1,065.00

#### **Approval History Information**

Approval status: 1 of 1 received

Action	User ID	Date
Enter Request	DBREWER	09/05/2018 08:11:19 AM (ET)
Approve/Transmit Request	JWASEMAN	09/05/2018 11:31:57 AM (ET)





#### **Quote + Purchase Order List Rental**

Sales Contact: Tom Flash

Sales Email: tom.flash@exactdata.com

Contract Date: September 6, 2018 Insertion Order Number: 1098551

Client Order Number:

Delivery Date: September 13, 2018

#### **Client Contact & Campaign Information**

Contact:	Dennis Brewer
Email:	dennis_brewer@winnettcattlecompany.com
Phone:	520-549-6245
Account:	Winnett Cattle Company
Mailing Address:	12725 W Indian School Rd E-101
City:	Avondale
State:	AZ
ZIP:	85392
Terms:	Prepay

Campaign:	СРМ:	Quantity:	Subtotals:
Postal	\$137.00/M	3,562	\$490.00
Email-Client Deploy	\$0.00/M	3,562	\$0.00
Telephone	\$0.00/M	0	\$0.00

Total Data Cost:	\$490.00
Multi-Use:	\$490.00
Multi-Use: Email:	\$0.00
Multi-Use: Telephone:	\$0.00
Fulfillment Fee:	\$75.00
Save Fee:	\$10.00
Total Cost:	\$1,065.00

Targeting	B2B Postal, Email-Client Deploy, Telephone
Details:	Geography: US
	SIC Code/Industry: 5141 5144 5147 514900 5149900 5421 5411
	Job Function: Finance: Procurement;
	Output Phones Upon Availability
	Multiple Contacts Per Company
	Multi-Use: Email-Client Deploy, Telephone

#### **Terms & Conditions**

- 1. All sales are final. No refunds are permitted. Orders cancelled before fulfillment will be charged a 10% cancellation fee. Your order has been fulfilled with data owned by Exact Data or a third party supplier. Specific attributes are captured online, from surveys or modeled by Exact Data or by one of our suppliers. If your order is being fulfilled with a specific list from SRDS or Nextmark, the list name and ID will be included in "Targeting Details" above.
- 2. Exact Data's maximum liability for errors or omissions cannot exceed the cost of the data and services purchased from Exact Data. You may be required to supply Exact Data with a copy of a sample mail piece, telephone script or html prior to the supply of data by Exact Data. Exact Data reserves the right to refuse an order for any reason.
- 3. Data is rented for one time use only unless specifically approved otherwise in writing on this Purchase Order. Multi-use charge applies only to email and phone if either is selected. However once an individual responds to a solicitation, this limitation no longer applies to that individual record.
- 4. For Email Data Only: All creative must be provided in HTML format or a conversion fee per creative will be charged. Exact Data is not responsible for typos, broken links, missing images, or table, style sheet and javascript errors. A specific number of conversions, or inbox delivery is never guaranteed. Do not expect to be profitable deploying email for standalone direct marketing offers or surveys, not supported by other marketing efforts. Unsupported, well targeted email typically works well only for branding, awareness or lead generation campaigns. If Client takes possession of email addresses, Client asserts familiarity with CAN-SPAM, and shall deploy email strictly according to same. Client agrees not to use the name "Exact Data" in its advertising, and Client acknowledges that Exact Data does not guarantee email delivery by Client or Client's 3rd party service provider; many third party email deployment services do not permit you to deploy purchased email. Inform yourself prior to purchasing email data. Failure to send Exact Data creative within 180-days of the sale date automatically voids this sale, with no refund or offset due. A 10% fee will be charged to reinstate this order if it becomes void.

Email (guaranteed delivery): Email guarantees your creative will be delivered to the specific audience you've selected. The campaign will continue to deploy until confirmation the exact quantity ordered has been delivered.

- TMEmail+ (guaranteed results): Email+ guarantees you will receive one half of one percent (½%) or more bona fide clicks from the number of emails deployed in your campaign, using the creative you supplied, plus alternate, similar versions we produce for our backfill sources, including but not limited to Yahoo Gemini, AdWords, and contextual links. Simultaneously with deploying your email campaign, our backfill sources will saturate your specific geography in lieu of targeting your demographic selects.
- 5. For Telephone Data Only: If you selected the optional Do Not Call (DNC) service, we appended a code field telling you which DNC database the client is currently listed in. Where applicable, codes included are Federal DNC, selected State DNC, and the Direct Marketing Association Telephone Preference Service (DMA/TPS). By selecting the DNC service you are required to supply a Subscriber Authorization Number (SAN) from the Federal Trade Commission (FTC) and a signed Authorization Form. If you elected not to process your file through DNC or if your organization is exempt from the DNC regulations, by agreeing to these terms you and your company accept full responsibility for the legal and proper use of private telephone numbers that may be appended to files provided to Exact Data or supplied by Exact Data by one of its vendors at your request, on behalf of your company and its clients.
- 6. For Cell Phone Data Only: It is unlawful to use cell phone numbers for auto-dialed and/or pre-recorded calls or texts without prior express written consent from the recipient.
- 7. For Fax Data Only: It is a violation of federal and state law to send unsolicited advertisements to a fax machine (See United States Code Title 47, Section 227). Anyone violating those laws may be subject to civil and criminal penalties, which may exceed \$500 for each transmission of an unsolicited fax. Exact Data provides business data for lawful purposes only and expressly forbids the use of its business data in any unlawful manner.
- 8. See www.exactdata.com/additional-terms.html (https://www.exactdata.com/additional-terms.html) for additional Terms & Conditions.

## **Payment Information**

Signature:

Card number:	
Cardholder Name:	

Expiration Date (MM/YY):	
CVV	

## By signing below the parties hereby agree to the Terms & Conditions on this Insertion Order.

Signature:

Ву:	Larry Organ
Title:	CEO
Date:	September 6, 2018

**Dennis Brewer** CEO Title: September 6, 2018 (68.192.175.75)



14 Hampshire Drive

e

Date	Invoice #	
09/25/2018	INV01201218	

Bill To: Winnett Cattle Company, Inc 12725 W Indian School Rd E-101 Avondale, Arizona 85392

#### **Billing Statement of Charges**

Hudson, NH 03051

CHARGE SUMMARY				
Charge Name	Quantity	Service Period	Rate	Amount
Intuit All Apps	1	09/25/2018-10/24/2018	\$25.00	\$25.00
		Invoice Total		\$25.00

TRANSACTION SUMMARY					
Transaction Date	Transaction Number	Transaction Type	Description	Applied Amount	
09/26/2018	P-00820365	Payment		(\$25.00)	
			Payments/Credits	(\$25.00)	
			Invoice Balance	\$0.00	
			<b>Account Balance</b>	\$0.00	

## DO NOT SEND PAYMENT - Payment will be charged to card on file.

Payment Information	
Billing Contact:	Dennis Brewer
Credit Card Type: Credit Card #: Payment Number:	Visa *******1726 P-00820365

Thank you for your business. Our billing team is available Mon-Fri 9am-12pm and 1pm-5pm EST if you have any questions. For assistance or questions about your bill please contact our Billing department by email at Billing@rightnetworks.com.



## **Completed Wire Details**

## **Detail for Confirmation Number 2762384964**

#### **Debit Information**

Wire type: Domestic wire

Account: **BUSINESS CHECKING - \*7469** 

Security code:

Effective date: 10/12/2018 Amount: \$5,000.00 USD Currency: Entered by: **DBREWER** 

Entry date/time: 10/12/2018 02:25:16 PM (ET)

Transmitted by: **JWASEMAN** 

Transmit date/time: 10/12/2018 05:00 PM (ET)

Status: CONFIRMED Confirmation number: 2762384964

Reference number: 20181012MMQFMPHC000162

### **Recipient Information**

Bank ID type: ABA Bank ID: 081202759 US BANK, NA Bank name: MOUNT VERNON Bank address 1:

Bank address 2:

Bank address 3:

Recipient account: 199375573805

Recipient name: New American Lending 2812 Pat Tillman Dr Recipient address 1: Springfield IL Recipient address 2:

Recipient address 3:

Additional information for recipient:

## **First Intermediary Information**

Bank ID type:

Bank ID:

Intermediary account:

Bank name:

Bank address 1:

Bank address 2:

Bank address 3:

## **Second Intermediary Information**

Bank ID type:

Bank ID:

Intermediary account:

Bank name:

Bank address 1:

Bank address 2:

LP Evidentiary Exhibits Page 010021 https://hillcrestbank.ebanking-services.com/nubi/Wire/Views/Wire Transaction Details.aspx?pf=true

1/2

## **Wire Initiator Information**

Wire initiator name: WINNETT CATTLE COMPANY INC Wire initiator address 1: 12725 W INDIAN SCHOOL RD E-101

AVONDALE, AZ 853929525 Wire initiator address 2:

Wire initiator address 3:

## **Approval History Information**

Approval status: 1 of 1 received

Action	User ID	Date	Time
Enter Request	DBREWER	10/12/2018	02:25:16 PM (ET)
Approve Request	JWASEMAN	10/12/2018	05:00:36 PM (ET)



## **Completed Wire Details**

## **Detail for Confirmation Number 4244460894**

#### **Debit Information**

Wire type: USD international wire

Account: BUSINESS CHECKING - \*7469

Security code:

 Effective date:
 12/03/2018

 Amount:
 \$500.00

 Currency:
 USD

 Entered by:
 DBREWER

Entry date/time: 12/03/2018 02:35:03 PM (ET)

Transmitted by: JWASEMAN

Transmit date/time: 12/03/2018 04:56 PM (ET)

Status: CONFIRMED Confirmation number: 4244460894

Reference number: 20181203MMQFMPHC000127

#### **Recipient Information**

Bank ID type: SWIFT

Bank ID: SCBLINBBDEL

Bank name: STANDARD CHARTERED BANK

Bank address 1: NEW DELHI

Bank address 2:

Bank address 3:

Recipient account: 54505064513

Recipient name: Weblink.In Pvt Ltd

Recipient address 1: 33 33A Rama Road

Recipient address 2: Industrial Area, Kirti Nagar, New D

Recipient address 3:

Additional information for recipient:

### **Second Intermediary Information**

Bank ID type:

Bank ID:

Intermediary account:

Bank name:

Bank address 1:

Bank address 2:

Bank address 3:

#### **Wire Initiator Information**

Wire initiator name: WINNETT CATTLE COMPANY INC Wire initiator address 1: 12725 W INDIAN SCHOOL RD E-101

AVONDALE, AZ 853929525 Wire initiator address 2:

Wire initiator address 3:

## **Approval History Information**

Approval status: 1 of 1 received

Action	User ID	Date	Time
Enter Request	DBREWER	12/03/2018	02:35:03 PM (ET)
Approve Request	JWASEMAN	12/03/2018	04:56:10 PM (ET)

#### **Export for Tax Invoice**

(SUPPLY MEANT FOR EXPORT/SUPPLY TO SEZ UNIT OR SEZ DEVELOPER FOR AUTHORISED OPERATIONS UNDER BOND OR LETTER OF UNDERTAKING WITHOUT PAYMENT OF IGST)

Weblink.in Pvt. Ltd. (2018-19) 33 & 33A, Rama Road, Industrial Area, Shivaji Marg, New Delhi (India) Ph No. 011-41428133/34 Fax No. 011-41427820 GSTIN/UIN: 07AAACW1541R1ZZ

State Name : Delhi, Code : 07 CIN: U72200DL1997PTC088785 E-Mail: billing@weblink.in

Invoice No.	Dated
WEB/EXPORT/3221	4-Dec-2018
Supplier Reference	Other Reference(S)

Consignee

Winnett Cattle [W-83848]

**United States** 

dennis\_brewer@winnettcattlecompany.com

	er Reference EXPORT/3221	Other Reference(S)
Country:	United States	of America

SI No.	Description of Services	HSN/SAC	Quantity	Rate	per	Amount
1	Website Designing & Hosting Www.Weblinkindia.Net	998314				34,830.00
	Output IGST 0	%				
	To	otal		1		₹ 34,830.00

Amount Chargeable (in words)
INR Thirty Four Thousand Eight Hundred Thirty
Only

for Weblink.in Pvt. Ltd. (2018-19)

E. & O.E

Amount received for Customized Website

Company's PAN/ IEC Code : AAACW1541R

Terms & Conditions

We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

**Authorised Signatory** 

SUBJECT TO DELHI JURISDICTION

This is a Computer Generated Invoice

## Winnett Cattle Company, Inc.

## PROFIT AND LOSS

January 1 – December 31, 2018

Income	
Sales	0.00
Sales of Product Income	0.00
Total Income	\$0.00
Cost of Goods Sold	
Cost of Goods Sold	0.00
Total Cost of Goods Sold	\$0.00
GROSS PROFIT	\$0.00
Expenses	
Bank Charges & Fees	4,560.66
Legal & Professional Services	29,224.27
Office Supplies & Software	6,581.24
Payroll Expenses	6,424.71
Rent & Lease	2,461.31
Travel & Entertainment	3,963.12
Sales Agent Expenses	6,000.00
Taxes & Licenses	425.00
Total Expenses	\$61,030.31
NET INCOME	\$61,030.31

1/1

	JAN	FEB	MAR	?	APR		MAY	JUI	N JUL	
Bank fees				189	)					
Financial provider fees						5450				
Pex				1500	)	1500		400		1000
Loans to Officers						3200				100
Sales support						1500	1	500	900	
Legal						175				
Rent						250	:	250		
Payroll taxes							:	820		
Payroll - Waseman							19	936		
ADP Fees								136	32	
Inspection fees							9	975		
Staffing										
				1689	)	12075	60	017	932	1100

AUG	SEP	(	ОСТ	NOV		DEC		Total		
								189	XX	
450	0		5000					14950	XX	32328
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					1500		600	5400		
1051	3	2365			100		500	17378	XX	
								175	XX	
25	0				250			1000	XX	
								820	XX	2924
								1936	XX	
								168	XX	
97	5							1950	XX	
		855					175	1030	XX	
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								60646		

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me	4	Di	vidends (S	Schedule (	), line 19) .						•	4		
Income	5	Int	terest .									5		
=	6		ross rents									6		4
	7	Gr	ross royalt	ties								7		
	8	Ca	apital gain	net incom	ne (attach Sch	edule D (	Form 1120))					8		-
	9	Ne	et gain or	(loss) from	Form 4797, F	Part II, line	e 17 (attach Form 4797)					9		
	10	Ot	ther incom	ne (see ins	tructions-att	ach state	ment)					10		
	11	To	tal incon	ne. Add lin	nes 3 through	10 .					. ▶	11	0	T
-	12						attach Form 1125-E)					12	3	
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for limitations on deductions.)	17											18		+
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Suc	22		dvertising									22		
instructions	23											23		-
stru	24	Er	nployee b	enefit prog	grams							24		
		Do	omestic p	roduction	activities dedu	uction (att	ach Form 8903)					25	P - 2 - 2	
See	26	Ot	ther dedu	ctions (atta	ach statement	:)		,			• •	26	63810	
Deductions (Se	27	To	otal dedu	ctions. Ad	dd lines 12 thr	ough 26	. Travel, Fine	incing. Te	25,0	ther	. >	27		
io	28	Ta	axable inc	ome befor	e net operatin	g loss de	duction and special de	ductions. Subtr	act line 2	7 from line 1	1.	28		
nct	29a	Ne	et operatir	ng loss de	duction (see ir	nstruction	s)		29a					
ed	b	S	oecial ded	uctions (S	chedule C, lin	e 20) .			29b					
	C	Ac	dd lines 29	a and 29b							•	29c		
and	30	Ta	axable inc	ome. Sul	otract line 29c	from line	28 (see instructions)					30 -	-638iC	
Tax, Refundable Credits, and	31											31	0	
Sred	2 32	To	otal payme	ents and re	efundable cred	dits (Sche	edule J, Part II, line 21)					32		
ple	32 33 34						ck if Form 2220 is attac			>	- 🗆	33		
Inda	34	Aı	mount ow	red. If line	32 is smaller	than the	total of lines 31 and 33	enter amount	owed			34		
Refu	35	-					tal of lines 31 and 33, e					35		
ax,	36						d to 2016 estimated to			Refunde	ed >	36		
_	30	Un	der penalties	of perjury, I o	declare that I have	examined th	is return, including accompany	ing schedules and s	statements, a	and to the best o	f my kno		belief, it is true,	correct,
S	ign	and	d complete. I	Declaration of	preparer (other the	an taxpayer)	is based on all information of v	vhich preparer has a	any knowled	ge.	Г	May the IRS	S discuss this re	aturn
	ere	1	51)	1 Bis	MAN		1-17-19	MEN				with the pre	parer shown be	elow
	010	Sin	gnature of	officer	TVV		Date	Title			-	see instruc	tions)? Tyes	No
				preparer's	name		Preparer's signature		Date	)	T		PTIN	
P	aid		rype	p. 500000			- 1					ck if		
P	repai	rer	F							1-		employed		
U	se O	nly	Firm's na								's EIN	<u> </u>	· · · · · · · · · · · · · · · · · · ·	
_	. D		Firm's ad		otion access	novet- i-	otructions		of No. 44		ne no.		Form <b>112</b>	0 (2015)
ro	rabe	rwo!	rk neduci	HUII ACT N	otice, see se	varate in	อน นับแบทีโร้.	C	at. No. 11	HUUW.			I UIIII I I L	(CIU)

_	11	20		U	.S. C	orporation Inc	come Ta	x Retur	n			OMB No. 154	5-0123
For		of the Treasury		ndar year 2016				, ending		, 20		201	6
		nue Service	▶In	formation ab	out Form	n 1120 and its separat	e instructions	is at www.i	rs.gov/for				
	Check if:			Name,	1	100				BE		dentification no	umber
	attach Fo	rm 851)	T/DF	Wiv	nett	Trened Inc				4	6-0	125870	1
bi	_ife/nonlif	e consoli-	TYPE	Number, stree	t, and roor	m or suite no. If a P.O. box		50 1 +	16:	C Da	te incorp	orated	
	dated retu	urn	OR PRINT	177	175	IN Indian	Salad 1	KN 13-	101		11/7	0/2019	5
	attach So		Philvi	City or town, s	state, or pr	ovince, country, and ZIP o		code		D To	tal assets	(see instruction	ns)
		ervice corp.		Mar	Nale	17 85392				\$	<	6005	
	see instru Schedule N	VI-3 attached	E Check	k if: (1) Init		(2) Final retu	rn (3)	☐ Name cha	nge (	(4)	Addres	s change	
	1a		<u> </u>					1a			İ		T
	1							1b					
	b									-	1c	0	
	C										2		1
	2												+
	3	•									3		+
Income	4	·									4		-
00	5	Interest .									5		
=	6	Gross rents									6		-
	7										7		-
	8					Form 1120))					8		<u> </u>
	9	Net gain or	(loss) from	Form 4797, P	art II, line	e 17 (attach Form 4797)					9		
	10	Other incom	ne (see ins	tructions—atta	ach state	ment)					10	_	
	11	Total incon	ne. Add lin	nes 3 through	10 .					. ▶	11	V	
7	12	Compensat	ion of offic	ers (see instru	ictions—a	attach Form 1125-E)				. ▶	12	0	
instructions for limitations on deductions.)	13	Salaries and	l wages (le	ss employmer	nt credits)						13		
퓽	14	Repairs and	l maintena	nce							14		
뤗	15										15		
þ	16										16	7	
0	17										17		
ons	18	Interest									18		-
at	19										19		
Ē	20					Form 1125-A or elsew					20		
<u> </u>									14002).	•	21		+
sfc	21	Depletion .								•	22		
ion		Advertising									23		+
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e ii	25					ach Form 8903)				•		8770	+
	26			ach statement)							26	8660	+-
us	27				•						27		
Ę	28					duction and special dec			om line 11	•	28		+
Deductions (Se	29a					s)		29a					
ě	b							29b					
	С									-	29c	0	-
Tax, Refundable Credits, and	30					28. See instructions					30	-8270	-
dits	31	•			•					•	31		-
Ö	32					edule J, Part II, line 21)					32		-
ndable Cr	33					ck if Form 2220 is attac			▶	П	33		
f f	34	Amount ov	ved. If line	32 is smaller	than the	total of lines 31 and 33	, enter amount	owed .			34		
c, Re	35	Overpayme	ent. If line	32 is larger th	an the to	tal of lines 31 and 33, e	nter amount o	verpaid .			35		
Ta	36	Enter amou	nt from lin	e 35 you want	: Credite	d to 2017 estimated to	ax▶		Refunded		36		
C.		Under penalties	of perjury, I of	preparer (other that	examined than taxpaver	is return, including accompany is based on all information of v	ring schedules and which preparer has	statements, and any knowledge.	to the best of	my kno	wledge an	d belief, it is true, o	correct,
	gn	170	2		. , . ,	10.00 10	15					S discuss this re	
H	ere	1/1	Der	m		13-16-19	CC					eparer shown be ctions. Yes	
	-	Signature of				Date	/ Title			L			
p.	aid	Print/Type	e preparer's	name		Preparer's signature		Date		Cher	k 🗌 if	PTIN	
	alu epare	ar									employed		
	se On	Fire 1	me 🕨						Firm's	s EIN	<b>&gt;</b>		
_		Firm's ad	dress ▶						Phone	e no.			
Fo	r Paper	work Reduc	tion Act N	lotice, see sei	parate in	structions.		Cat. No. 11450	Q			Form 112	0 (2016)

	11	20		corporation Inco	me Tax F	Return			OMB No. 154	5-0123
Forn	n III	of the Treasury	r calendar year 2017 or tax		, 2017, end		, 20	0	201	7
		nue Service	▶ Go to www.irs.	gov/Form1120 for instruc	tions and the la	atest informati				
	Check if:		Name 1	0. 1			BE	mployer i	dentification nu	ımber
	ionsolida attach Fo	orm 851) . TYP	= Winnett	· tenco Inc	,		14	6-0	27880	
		e consoli-	Number, street, and roo	m or suite no. If a P.O. box, se	e instructions.	1 / 141	CD	ate incorp	orated	
	lated retu Personal h	nolding co. PRI	NT 2725	W Lodgam	School K	0 501		11/2	0/2015	
(2	attach Sc	ch. PH)	City or town, state, or pr	rovince, country, and ZIP or fo	reign postal code	•	DTo	otal assets	(see instruction	s)
	'ersonal si see instrui	ervice corp. ctions)	NVONDO	IP AL 8559	1-		\$	_	5000	<u> </u>
<b>4</b> S	chedule N	M-3 attached E C	Check if: (1) Initial return	(2) Final return	(3) 📙 1	Name change	(4)	Addres	ss change	
	1a	Gross receipts or	sales		1a	-Q				
	b	Returns and allow	/ances		1b	0			•	
	C	Balance. Subtract	et line 1b from line 1a .					1c	-0	-
	2	Cost of goods sol	ld (attach Form 1125-A).					2		<b>_</b>
	3	Gross profit. Sub	stract line 2 from line 1c .				[	3		1
ne	4	Dividends (Schedi	ule C, line 19)				[	4		-
Income	5	Interest						5		
드	6	Gross rents .						6		-
	7							7		
	8		ncome (attach Schedule D					8		
	9		from Form 4797, Part II, lin					9		
	10		e instructions—attach state					10		
	11		dd lines 3 through 10 .					11		
S.	12	Compensation of	officers (see instructions-	-attach Form 1125-E) .				12	0	-
deductions.)	13	Salaries and wage	es (less employment credits	s)				13		+
rct	14	Repairs and main	tenance					14		+
ed	15	Bad debts						15	201-	-
ono	16	Rents						16	885	
US C	17	Taxes and license	es					17		
instructions for limitations	18	Interest						18		-
nita	19	Charitable contrib						19		-
Ē	20	Depreciation from	n Form 4562 not claimed o	n Form 1125-A or elsewhe	re on return (atta	ach Form 4562)		20		+
ō	21	Depletion						21		
ons	22							22		-
icti	23		naring, etc., plans					23		-
str	24	Employee benefit	•					24		+
	25		ction activities deduction (a					25	7710	+
Sec	26		(attach statement)					The second second	VEGE.	+
us (	27		s. Add lines 12 through 26			line 07 from lin	. 11	27	0375	+
ţ	28		pefore net operating loss de		1 1	line 27 from lin		20		-
Deductions (See	29a	•	s deduction (see instructio							
å	b		ns (Schedule C, line 20) .					29c		
0	C 20		d 29b				•	30	-9cac	+
Tax, Refundable Credits, and	30		ule J, Part I, line 11)					31	0717	
redit	31		and refundable credits (Sch					32		
ndable Cr	32		and refundable credits (Scrienalty, See instructions, Che				▶□	33		
ndab	33		fraity. See instructions. One If line 32 is smaller than the				. –	34		
Sefur	35		f line 32 is larger than the t					35		
ax, F	36		m line 35 you want: <b>Credit</b>				nded ▶	36		
_	100	Under penalties of peri	iury. I declare that I have examined	this return, including accompanying	g schedules and stat	ements, and to the h			and belief, it is tru	e, correct,
Si	gn	and complete. Declarat	tion of preparer (other than taxpaye	er) is based on all information of whi	ch preparer has any k	nowledge.		May the II	RS discuss this re	eturn
	ere	5/1/1/5	com.	15-12-19	CAX			with the p	reparer shown be actions. Yes	elow?
- "		Signature of officer		Date	Title			See mstrt	Yes	Пио
D-	aid .	Print/Type prepa	arer's name	Preparer's signature		Date	Chi	eck 🔲 if	PTIN	
	aid ropar	or						f-employe		
	repar se Or	Charle manne	<b>&gt;</b>			F	irm's EIN	<b> </b>		
U:	oc UI	Firm's address	<b>&gt;</b>			P	hone no.			_
Fo	r Pape	rwork Reduction A	Act Notice, see separate i	instructions.	Cat.	No. 11450Q			Form 112	(2017)

	11	20		U.S	. Corpora	ation Inc	ome T	ax	Return				OMB No. 154	5-0123
Form Dena	rtment of	the Treasury	For cale	endar year 2018 o				018, er			, 20		201	8
		ue Service	and the second second	► Go to www	.irs.gov/Form	120 for instr	uctions an	d the	latest inform					<u> </u>
	heck if: onsolidate	nd roturn		Name	1 0	1				В	Em	oloyer	identification n	umber
(a	ttach Forr	m 851) . 🛂 📉	YPE	Winnet	Troch	ed L					76	, - (	122880	1
	fe/nonlife ated returi		R	Number, street, an	1	0 3	1 1	ions.	= 1 N1	10	Date	incorp	porated	
	ersonal ho		RINT	City or town, state	WIndia			l sada	-101	-	Tota	1 2CCate	s (see instruction	
	ttach Sch ersonal ser		e ·	AVand	or province, coun	2539		ai code			\$	1 asset	97.8	
	ee instruct	-	E Chack	cif: (1) Initial re			Market or any state of the same	3) 🗍	Name change			Addre	ss change	
				S				1a	0	1 .,	T		oo onango	T
		Returns and all						1b	0					
				a 1b from line 1a							1	c	0	
				tach Form 1125-A	W							2		
				line 2 from line 1							1	3	and the second of the second of the second	
9	4	Dividends and	inclusio	ons (Schedule C, I	ne 23, column	(a))					4	1		
Income		Interest										5		
ا غ	6	Gross rents .		w								3		
	7	Gross royalties	3									7		
	8	Capital gain ne	et incom	e (attach Schedu	e D (Form 1120	)))					-	3		-
		•	,	Form 4797, Part		The state of the s					1	3		-
	10	Other income (s	(see inst	tructions-attach	statement) .						-	0		-
				nes 3 through 10	· · · ·					•	-	1	0	-
8.)				ers (see instructio						•		2		-
deductions.)				ss employment cr	edits)						_	3		-
no				nce								4		
ded		Bad debts										5	7700	-
on		Rents										6	3300	
us		Taxes and licer										7		,
atio		Interest (see ins									-	8		
instructions for limitations		Charitable cont										9		
=			rom Forr	m 4562 not claime	ed on Form 112	5-A or elsewr	iere on retu	ırn (att	acn Form 45	62)		0		+
s fo		Depletion						•				2		
ion		•						•			-	3		
nct		Pension, profit-	-		• • • •						-	4		-
ıstr		Employee bene						•		• • •	-	5		
				se ach statement) .							-	6	10141	
(Se				dd lines 12 throug				•				7	1-7011	
Deductions (See				e net operating los					t line 27 from	line 11		8	03990	4
cţi				duction (see instru				29a	CIMIO ZI IIOM					
npe				chedule C, line 24				29b						
۵											2	9c		
<u>_</u>				otract line 29c from								0 -	-6394	
Tax, Refundable Credits, and Payments				, Part I, line 11) .							3	11	U / IV	
edits				ity paid (Schedule							3	2		
ndable Cr				ts, and section 96							3	3		
ndab aym				. See instructions.						. •	] 3	4		
lefur F	35	Amount owed	d. If line	33 is smaller than	the total of line	es 31, 32, and	34, enter	amour	nt owed .		3	5		
ах, Е	36	Overpayment.	. If line	33 is larger than t	he total of lines	31, 32, and 3	4, enter an	nount	overpaid .		3	6		
٢	37			e 36 you want: Cr						funded		7	· · · · · · · · · · · · · · · · · · ·	
C:		Under penalties of p	perjury, I d	declare that I have exar preparer (other than tax	nined this return, inc	luding accompany	ing schedules	and sta	tements, and to t	he best of r	my kno	wledge	and belief, it is true	e, correct,
Sig		An a	0		1 6	-/12/10	01	CE	-9-1				RS discuss this re preparer shown be	
He		US V	4 00 0	Ne~		11414		(10)			- Se	e instru	uctions. Yes	No
	-	Signature of office		nomo		eignature	r little	-	Date	— т			PTIN	
Pa	id	Print/Type pro	eparer s	name	Preparer's	aynature			Date			☐ if		
Pre	epare											nploye	o j	
Us	e Onl						1			Firm's E		*		
For	Paner	Firm's addres		otice, see separa	ate instructions	s.	4	Cat	No. 11450Q	Phone r	iU.		Form <b>112</b>	0 (2018)
. 01	· when M	I ICUUCUOI	TUL IN	-avo, ove schall				vat.						(0)

LP Evidentiary Exhibits Page 010032



PO Box 26528, Kansas City, MO 64196-6528 hillcrestbank.com • 855.629.7618

WINNETT CATTLE COMPANY INC 12725 W INDIAN SCHOOL RD E-101 AVONDALE AZ 85392-9525 Last statement: January 31, 2019 This statement: February 28, 2019 Total days in statement period: 28

Page 1 3568367469 ( 0)

PRIVACY NOTICE -- FEDERAL LAW REQUIRES US TO TELL YOU HOW WE COLLECT, SHARE AND PROTECT YOUR PERSONAL INFORMATION. OUR PRIVACY POLICY HAS NOT CHANGED AND YOU MAY REVIEW OUR POLICY AND PRACTICES WITH RESPECT TO YOUR PERSONAL INFORMATION AT: HTTPS: //www.nbhbank.com/media /856615 /nbh-privacy-notice.pdf -we will mail you a free copy upon request if you call us at the number above.

### **Business Analysis Checking**

Account number 3568367469 Low balance \$128.76 Average balance \$182.33 Avg collected balance \$182

#### **DAILY ACTIVITY**

Date	Description	Additions	Subtractions	Balance
01-31	Beginning balance			\$428.76
02-06	' Preauthorized Wd		-300.00	128.76
	PEX CARD EPAY			
	190206			
02-28	Ending totals	.00	-300.00	\$128.76





#### **OVERDRAFT/RETURN ITEM FEES**

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

Thank you for banking with Hillcrest Bank

## THIS FORM IS PROVIDED TO HELP YOU BALANCE YOUR STATEMENT

#### **BEFORE YOU START -**

CHECKS OUTSTANDING-NOT CHARGED TO ACCOUNT

PLEASE BE SURE YOU HAVE ENTERED IN YOUR REGISTER ALL AUTO-MATIC TRANSACTIONS SHOWN ON THE FRONT OF YOUR STATEMENT.

NO.	\$	MATIC TRANSACTIONS SHOWN ON THE FRONT OF YOUR STATEMENT.
		YOU SHOULD HAVE ADDED IF ANY OCCURRED:  YOU SHOULD HAVE SUBTRACTED IF ANY OCCURRED:
		1. Loan advances. 1. Automatic loan payments. 2. Credit memos. 2. Automatic savings transfers.
		3. Other automatic deposits. 3. Service charges.
		4. Debit memos. 5. Other automatic deductions and payments.
		BALANCE SHOWN ON THIS STATEMENT \$
		ADD +
		DEPOSITS NOT CREDITED
		IN THIS STATEMENT
		(IF ANY) \$
		TOTAL \$
		SUBTRACT -
		CHECKS OUTSTANDING \$
		BALANCE \$
TOTAL	\$	SHOULD AGREE WITH YOUR CHECK BOOK BAL- ANCE AFTER DEDUCTING SERVICE CHARGE (IF ANY) SHOWN ON THIS STATEMENT.

#### **ELECTRONIC TRANSFERS**

Please examine immediately and report if incorrect. If no reply is received within 30 days the account will be considered correct. You have 60 days to question electronic transfers.

In Case of Errors Or Questions About Your Electronic Transfers TELEPHONE OR WRITE US AT THE TELEPHONE NUMBER OR ADDRESS LOCATED ON THE FRONT OF THIS STATEMENT as soon as you can. If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we may recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

Rev 06/15



PO Box 26528, Kansas City, MO 64196-6528 hillcrestbank.com • 855.629.7618

WINNETT CATTLE COMPANY INC 12725 W INDIAN SCHOOL RD E-101 AVONDALE AZ 85392-9525 Last statement: February 28, 2019 This statement: March 31, 2019 Total days in statement period: 31

Page 1 3568367469 (1)

FEE SCHEDULE CHANGE: EFFECTIVE 5/1/19: STATEMENT REPRINTING FEE IS \$3.00 PER STATEMENT.

### **Business Analysis Checking**

Account number 3568367469
Enclosures 1
Low balance \$128.76
Average balance \$315.86
Avg collected balance \$315

#### **DAILY ACTIVITY**

Date	Description	Additions	Subtractions	Balance
02-28	Beginning balance			\$128.76
03-07	' Preauthorized Credit	400.00		528.76
	PAYPAL TRANSFER			
	190307			
03-18	Check 99116		-300.00	228.76
03-31	Ending totals	400.00	-300.00	\$228.76

#### **CHECKS**

Number	Date	Amount	Number	Date	Amount
99116	03-18	300.00			





#### **OVERDRAFT/RETURN ITEM FEES**

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

Thank you for banking with Hillcrest Bank

WINNETT CATTLE COMPANY INC

Account: 3568367469

Page: 3 of 3



## THIS FORM IS PROVIDED TO HELP YOU BALANCE YOUR STATEMENT

#### **BEFORE YOU START -**

CHECKS OUTSTANDING-NOT CHARGED TO ACCOUNT

PLEASE BE SURE YOU HAVE ENTERED IN YOUR REGISTER ALL AUTO-MATIC TRANSACTIONS SHOWN ON THE FRONT OF YOUR STATEMENT.

NO.	\$	WINTER THAT OF THE
		YOU SHOULD HAVE ADDED IF ANY OCCURRED:  1. Loan advances.  YOU SHOULD HAVE SUBTRACTED IF ANY OCCURRED  1. Automatic loan payments.
		<ol> <li>Credit memos.</li> <li>Automatic savings transfers.</li> </ol>
		<ul><li>3. Other automatic deposits.</li><li>3. Service charges.</li><li>4. Debit memos.</li></ul>
		<ol><li>Other automatic deductions and payments.</li></ol>
		BALANCE SHOWN
		ON THIS STATEMENT \$
		ADD I
		ADD +
		DEPOSITS NOT CREDITED IN THIS STATEMENT (IF ANY) \$
		(IF ANY) \$
		TOTAL \$
		101AL \$
		OUDTDACT
		SUBTRACT -
		CHECKS OUTSTANDING \$
		BALANCE \$
		SHOULD AGREE WITH YOUR CHECK BOOK BAL- ANCE AFTER DEDUCTING SERVICE CHARGE (IF
TOTAL	\$	ANY) SHOWN ON THIS STATEMENT.

#### **ELECTRONIC TRANSFERS**

Please examine immediately and report if incorrect. If no reply is received within 30 days the account will be considered correct. You have 60 days to question electronic transfers.

In Case of Errors Or Questions About Your Electronic Transfers TELEPHONE OR WRITE US AT THE TELEPHONE NUMBER OR ADDRESS LOCATED ON THE FRONT OF THIS STATEMENT as soon as you can. If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

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Rev 06/15

## Winnett Cattle Company, Inc.

BALANCE SHEET	Ар	r 30 2019
Cook	۲.	17
Cash  Employee Advances	\$ ¢	17
Employee Advances Accounts Receivable	۶ ک	1,610
	۶ ک	-
Deposits  Inventory Organic Foodors	ې د	-
Inventory - Organic Feeders Current Assets	\$ \$ \$ \$ \$ \$	1,627
Cattle - Breeding Herd	<del>ر</del>	
Equipment and Feedlot	ب خ	_
Less: Accumulated Depreciation & Amortization	ς ,	_
Cattle, Equipment and Feedlot, Net	<del>\\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ </del>	
Land	\$	_
Total Assets	\$ \$	1,627
	<u> </u>	
Interest Payable	\$	3,430
Short-Term Debt - PO, AR, Inventory		45,600
Current Liabilities	\$ \$ \$ \$ \$ \$	49,030
Mortgage Debt	\$	-
Equipment, Cattle Loan	\$	-
Subordinated Debt	\$	-
Total Liabilities	\$	49,030
Equity	\$	(47,403)
Total Liabilities and Equity	\$	1,627
INCOME STATEMENT		
Sales	\$	-
Total COS	\$ \$	-
Gross Profit	<u>.</u>	-
Overhead - Corp, Sales/Marketing, Profit Share	\$	1,346
Depreciation & Amortization		-
Interest	\$ \$ \$	1,040
Net Profit	\$	(2,386)
Taxes	\$ \$	
Net Profit After Taxes	\$	(2,386)



PO Box 26528, Kansas City, MO 64196-6528 hillcrestbank.com • 855.629.7618

WINNETT CATTLE COMPANY INC 12725 W INDIAN SCHOOL RD E-101 AVONDALE AZ 85392-9525 Last statement: March 31, 2019 This statement: April 30, 2019 Total days in statement period: 30

Page 1 3568367469 (2)

FEE SCHEDULE CHANGE: EFFECTIVE 5/1/19: STATEMENT REPRINTING FEE IS \$3.00 PER STATEMENT.

### **Business Analysis Checking**

Account number 3568367469
Enclosures 2
Low balance \$17.42
Average balance \$77.23
Avg collected balance \$77

#### **DAILY ACTIVITY**

Date	Description	Additions	Subtractions	Balance
03-31	Beginning balance			\$228.76
04-05	' Preauthorized Credit	45.00		273.76
	PAYPAL TRANSFER			
	190405			
04-08	Check 99117		-246.34	27.42
04-26	Check 99118		-10.00	17.42
04-30	Ending totals	45.00	-256.34	\$17.42

#### **CHECKS**

Number	Date	Amount	Number	Date	Amount
99117	04-08	246.34	99118	04-26	10.00





#### **OVERDRAFT/RETURN ITEM FEES**

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

Thank you for banking with Hillcrest Bank

WINNETT CATTLE COMPANY INC

Account: 3568367469

Page: 3 of 3

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		99117
	WINNETT CATTLE COMPANY INC  12728 W INDIAN SCHOOL RD E-101 AVONDALLE, AZ BSS92	
. ,	DATE 4 - 1 -	83-271/1010
j	PAY TO THE COS ORDER OF LAX OFFICES	<b>-</b> \$ 246,34
	Troobundre forty SIX 7/100	DOLLARS 🗗 🚟
	Hillcrest Bank	*
1	FOR	· ·
	"099117" ::101002716: 3568367469"	
	04/08/2019 9911	17 \$246.34

WINNETT CATTLE COMPANY INC
12753 WINDOM SCHOOL 80 E-101
AND DAME A 25352
FOR 15 FOR 15

## THIS FORM IS PROVIDED TO HELP YOU BALANCE YOUR STATEMENT

#### **BEFORE YOU START -**

CHECKS OUTSTANDING-NOT CHARGED TO ACCOUNT

PLEASE BE SURE YOU HAVE ENTERED IN YOUR REGISTER ALL AUTO-MATIC TRANSACTIONS SHOWN ON THE FRONT OF YOUR STATEMENT.

NO.	\$	WATE TRANSACTIONS SHOWN ON THE FRONT OF TOUR STATEMENT.
		YOU SHOULD HAVE ADDED YOU SHOULD HAVE SUB- IF ANY OCCURRED: TRACTED IF ANY OCCURRED
		Loan advances.     Automatic loan payments.
		<ol> <li>2. Credit memos.</li> <li>3. Other automatic deposits.</li> <li>2. Automatic savings transfers.</li> <li>3. Service charges.</li> </ol>
		4. Debit memos.
		5. Other automatic deductions and payments.
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		SHOULD AGREE WITH YOUR CHECK BOOK BAL-
TOTAL	\$	ANCE AFTER DEDUCTING SERVICE CHARGE (IF ANY) SHOWN ON THIS STATEMENT.

#### **ELECTRONIC TRANSFERS**

Please examine immediately and report if incorrect. If no reply is received within 30 days the account will be considered correct. You have 60 days to question electronic transfers.

In Case of Errors Or Questions About Your Electronic Transfers TELEPHONE OR WRITE US AT THE TELEPHONE NUMBER OR ADDRESS LOCATED ON THE FRONT OF THIS STATEMENT as soon as you can. If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

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Rev 06/15



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WINNETT CATTLE COMPANY INC 12725 W INDIAN SCHOOL RD E-101 AVONDALE AZ 85392-9525 Last statement: December 31, 2018 This statement: January 31, 2019 Total days in statement period: 31

Page 1 3568367469 ( 0)

PRIVACY NOTICE -- FEDERAL LAW REQUIRES US TO TELL YOU HOW WE COLLECT, SHARE AND PROTECT YOUR PERSONAL INFORMATION. OUR PRIVACY POLICY HAS NOT CHANGED AND YOU MAY REVIEW OUR POLICY AND PRACTICES WITH RESPECT TO YOUR PERSONAL INFORMATION AT: HTTPS: //www.nbhbank.com/media /856615 /nbh-privacy-notice.pdf -we will mail you a free copy upon request if you call us at the number above.

## **Business Analysis Checking**

Account number 3568367469 Low balance \$428.76 Average balance \$483.60 Avg collected balance \$483

#### **DAILY ACTIVITY**

Date	Description	Additions	Subtractions	Balance
12-31	Beginning balance			\$528.76
01-18	' Preauthorized Wd		-100.00	428.76
	PEX CARD EPAY			
	190118			
01-31	Ending totals	.00	-100.00	\$428.76





	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

### **BEFORE YOU START -**

CHECKS OUTSTANDING-NOT CHARGED TO ACCOUNT

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		YOU SHOULD HAVE ADDED YOU SHOULD HAVE SUB- IF ANY OCCURRED: TRACTED IF ANY OCCURRED:
		Loan advances.     1. Automatic loan payments.
		2. Credit memos. 2. Automatic savings transfers. 3. Other automatic deposits. 3. Service charges.
		4. Debit memos.
		5. Other automatic deductions and payments.
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WINNETT CATTLE COMPANY INC 12725 W INDIAN SCHOOL RD E-101 AVONDALE AZ 85392-9525 Last statement: January 31, 2019 This statement: February 28, 2019 Total days in statement period: 28

Page 1 3568367469 ( 0)

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## **Business Analysis Checking**

Account number 3568367469 Low balance \$128.76 Average balance \$182.33 Avg collected balance \$182

### **DAILY ACTIVITY**

Date	Description	Additions	Subtractions	Balance
01-31	Beginning balance			\$428.76
02-06	' Preauthorized Wd		-300.00	128.76
	PEX CARD EPAY			
	190206			
02-28	Ending totals	.00	-300.00	\$128.76





	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

## **BEFORE YOU START -**

CHECKS OUTSTANDING-NOT CHARGED TO ACCOUNT

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		1. Loan advances. 1. Automatic loan payments.
		2. Credit memos. 2. Automatic savings transfers. 3. Other automatic deposits. 3. Service charges.
		4. Debit memos.
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TOTAL	\$	ANY) SHOWN ON THIS STATEMENT.

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WINNETT CATTLE COMPANY INC 12725 W INDIAN SCHOOL RD E-101 AVONDALE AZ 85392-9525 Last statement: February 28, 2019 This statement: March 31, 2019 Total days in statement period: 31

Page 1 3568367469 (1)

FEE SCHEDULE CHANGE: EFFECTIVE 5/1/19: STATEMENT REPRINTING FEE IS \$3.00 PER STATEMENT.

## **Business Analysis Checking**

Account number 3568367469
Enclosures 1
Low balance \$128.76
Average balance \$315.86
Avg collected balance \$315

## **DAILY ACTIVITY**

Date	Description	Additions	Subtractions	Balance
02-28	Beginning balance			\$128.76
03-07	' Preauthorized Credit	400.00		528.76
	PAYPAL TRANSFER			
	190307			
03-18	Check 99116		-300.00	228.76
03-31	Ending totals	400.00	-300.00	\$228.76

## **CHECKS**

Number	Date	Amount	Number	Date	Amount
99116	03-18	300.00			





	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

WINNETT CATTLE COMPANY INC

Account: 3568367469

Page: 3 of 3



### **BEFORE YOU START -**

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		<ol> <li>2. Credit memos.</li> <li>3. Other automatic deposits.</li> <li>2. Automatic savings transfers.</li> <li>3. Service charges.</li> </ol>
		4. Debit memos.
		5. Other automatic deductions and payments.
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TOTAL	\$	ANCE AFTER DEDUCTING SERVICE CHARGE (IF ANY) SHOWN ON THIS STATEMENT.

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WINNETT CATTLE COMPANY INC 12725 W INDIAN SCHOOL RD E-101 AVONDALE AZ 85392-9525 Last statement: March 31, 2019 This statement: April 30, 2019 Total days in statement period: 30

Page 1 3568367469 (2)

FEE SCHEDULE CHANGE: EFFECTIVE 5/1/19: STATEMENT REPRINTING FEE IS \$3.00 PER STATEMENT.

## **Business Analysis Checking**

Account number 3568367469
Enclosures 2
Low balance \$17.42
Average balance \$77.23
Avg collected balance \$77

## **DAILY ACTIVITY**

Date	Description	Additions	Subtractions	Balance
03-31	Beginning balance			\$228.76
04-05	' Preauthorized Credit	45.00		273.76
	PAYPAL TRANSFER			
	190405			
04-08	Check 99117		-246.34	27.42
04-26	Check 99118		-10.00	17.42
04-30	Ending totals	45.00	-256.34	\$17.42

### **CHECKS**

Number	Date	Amount	Number	Date	Amount
99117	04-08	246.34	99118	04-26	10.00





	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

WINNETT CATTLE COMPANY INC

Account: 3568367469

Page: 3 of 3

WINNETT CATTLE COMPANY INC			99117
12725 WINDIAN SCHOOL RD E-101 AVONDALE, AZ BS392  TO THE CROSS ORDER OF LWY HILLOS	DA	18 <del>4 - 1 - 19</del>	85-271/1010 26/ 2//
Troobundre Lady Cix 3/100  Hillcrest Bank		,	OLLARS @ EET
FOR		Jesun	
#O99117# #:101002	716: 3568367469#		
	04/08/2019	99117	\$246.34

WINNETT CATTLE COMPANY INC

1373 WINNETT CATTLE COMPANY INC

1375 WINNEST SCHOOL RO E-101

AND DOLLARS

000100 PAY

### **BEFORE YOU START -**

CHECKS OUTSTANDING-NOT CHARGED TO ACCOUNT

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		2. Credit memos. 2. Automatic savings transfers. 3. Other automatic deposits. 3. Service charges.
		4. Debit memos.
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		ANV) SHOWN ON THIS STATEMENT

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WINNETT CATTLE COMPANY INC 12725 W INDIAN SCHOOL RD E-101 AVONDALE AZ 85392-9525 Last statement: April 30, 2019 This statement: May 31, 2019 Total days in statement period: 31

Page 1 3568367469 ( 0)

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## **Business Analysis Checking**

Account number 3568367469 Low balance \$17.42 Average balance \$17.42 Avg collected balance \$17

## **DAILY ACTIVITY**

Date	Description	Additions	Subtractions	Balance
04-30	Beginning balance			\$17.42
05-31	Ending totals	.00	.00	\$17.42

\*\* No activity this statement period \*\*





	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

### **BEFORE YOU START -**

CHECKS OUTSTANDING-NOT CHARGED TO ACCOUNT

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		YOU SHOULD HAVE ADDED IF ANY OCCURRED:  1. Loan advances. 2. Credit memos. 3. Other automatic deposits.  YOU SHOULD HAVE SUBTRACTED IF ANY OCCURRED:  1. Automatic loan payments. 2. Automatic savings transfers. 3. Service charges. 4. Debit memos. 5. Other automatic deductions
		and payments.  BALANCE SHOWN ON THIS STATEMENT \$
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TOTAL	\$	SHOULD AGREE WITH YOUR CHECK BOOK BAL- ANCE AFTER DEDUCTING SERVICE CHARGE (IF ANY) SHOWN ON THIS STATEMENT.

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WINNETT CATTLE COMPANY INC 12725 W INDIAN SCHOOL RD E-101 AVONDALE AZ 85392-9525 Last statement: May 31, 2019 This statement: June 30, 2019 Total days in statement period: 30

Page 1 3568367469 ( 0)

FEE SCHEDULE CHANGES: EFFECTIVE 8/1/2019: OFFICIAL CHECKS ARE \$8.00 PER CHECK; ACTIVITY PRINTOUTS ARE \$3.00 PER REQUEST; OUTGOING DOMESTIC WIRE TRANSFERS ARE \$30.00 PER WIRE; DEBIT CARD PICK-UP HANDLING FEE IS \$10.00 PER REQUEST.

## **Business Analysis Checking**

Account number 3568367469 Low balance \$17.42 Average balance \$17.42 Avg collected balance \$17

## **DAILY ACTIVITY**

Date	Description	Additions	Subtractions	Balance
05-31	Beginning balance			\$17.42
06-30	Ending totals	.00	.00	\$17.42

<sup>\*\*</sup> No activity this statement period \*\*

## **OVERDRAFT/RETURN ITEM FEES**

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00





## **BEFORE YOU START -**

CHECKS OUTSTANDING-NOT CHARGED TO ACCOUNT

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		YOU SHOULD HAVE ADDED IF ANY OCCURRED: YOU SHOULD HAVE SUBTRACTED IF ANY OCCURRED:
		1. Loan advances. 1. Automatic loan payments.
		2. Credit memos. 2. Automatic savings transfers.
		3. Other automatic deposits. 3. Service charges. 4. Debit memos.
		5. Other automatic deductions and payments.
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TOTAL	\$	ANCE AFTER DEDUCTING SERVICE CHARGE (IF ANY) SHOWN ON THIS STATEMENT.

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WINNETT CATTLE COMPANY INC 12725 W INDIAN SCHOOL RD E-101 AVONDALE AZ 85392-9525 Last statement: June 30, 2019 This statement: July 31, 2019 Total days in statement period: 31

Page 1 3568367469 ( 0)

FEE SCHEDULE CHANGES: EFFECTIVE 8/1/2019: OFFICIAL CHECKS ARE \$8.00 PER CHECK; ACTIVITY PRINTOUTS ARE \$3.00 PER REQUEST; OUTGOING DOMESTIC WIRE TRANSFERS ARE \$30.00 PER WIRE; DEBIT CARD PICK-UP HANDLING FEE IS \$10.00 PER REQUEST.

## **Business Analysis Checking**

Account number 3568367469 Low balance \$17.42 Average balance \$17.42 Avg collected balance \$17

## **DAILY ACTIVITY**

Date	Description	Additions	Subtractions	Balance
06-30	Beginning balance			\$17.42
07-31	Ending totals	.00	.00	\$17.42

\*\* No activity this statement period \*\*

## **OVERDRAFT/RETURN ITEM FEES**

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00





### **BEFORE YOU START -**

CHECKS OUTSTANDING-NOT CHARGED TO ACCOUNT

PLEASE BE SURE YOU HAVE ENTERED IN YOUR REGISTER ALL AUTO-MATIC TRANSACTIONS SHOWN ON THE FRONT OF YOUR STATEMENT.

NO.	\$	MATIC TRANSACTIONS SHOWN ON THE FRONT OF YOUR STATEMENT.
		YOU SHOULD HAVE ADDED IF ANY OCCURRED:  1 Lagrange and the same of the same and the
		1. Loan advances. 1. Automatic loan payments. 2. Credit memos. 2. Automatic savings transfers.
		3. Other automatic deposits. 3. Service charges.
		4. Debit memos. 5. Other automatic deductions
		and payments.
		BALANCE SHOWN
		ON THIS STATEMENT \$
		ADD +
		DEPOSITS NOT CREDITED
		IN THIS STATEMENT (IF ANY) \$
		(11 AIVI)
		TOTAL \$
		SUBTRACT -
		CHECKS OUTSTANDING \$
		BALANCE \$
		SHOULD AGREE WITH YOUR CHECK BOOK BAL-
TOTAL	\$	ANCE AFTER DEDUCTING SERVICE CHARGE (IF ANY) SHOWN ON THIS STATEMENT.

#### **ELECTRONIC TRANSFERS**

Please examine immediately and report if incorrect. If no reply is received within 30 days the account will be considered correct. You have 60 days to question electronic transfers.

In Case of Errors Or Questions About Your Electronic Transfers TELEPHONE OR WRITE US AT THE TELEPHONE NUMBER OR ADDRESS LOCATED ON THE FRONT OF THIS STATEMENT as soon as you can. If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we may recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

## Winnett Perico, Inc.

Cash \$ 1,160 \$ 17 \$ 15 Employee Advances \$ 24,529 \$ 24,539 \$ 24,549	_
Employee Advances \$ 24,529 \$ 24,539 \$ 24,549	
	9
Accounts Receivable \$ - \$ - \$ -	
Deposits \$ - \$ - \$ -	
Inventory - Organic Feeders         \$ - \$ - \$ -           Current Assets         \$ 25,689 \$ 24,556 \$ 24,566           Cattle - Breeding Herd         \$ - \$ - \$ -	
Current Assets \$ 25,689 \$ 24,556 \$ 24,566	6_
Equipment and Feedlot \$ - \$ - \$	
Less: Accumulated Depreciation & Amortization \$ - \$ - \$ - Cattle, Equipment and Feedlot, Net \$ - \$ - \$ -	
Land       \$       -       \$       -       \$       -         Total Assets       \$       25,689       \$       24,556       \$       24,566	
Total Assets \$ 25,689 \$ 24,556 \$ 24,566	6
Interest Payable \$ 1,390 \$ 3,430 \$ 4,039	5
Short-Term Debt - PO, AR, Inventory \$ 60,450 \$ 60,450 \$ 60,450	0
Current Liabilities \$ 61,840 \$ 63,880 \$ 64,485	<del></del> 5
Mortgage Debt \$ - \$ -	_
Equipment, Cattle Loan \$ - \$ -	
Total Liabilities \$ 766,840 \$ 768,880 \$ 64,485	<u>—</u>
Equity \$ (741,151) \$ (744,324) \$ (39,929)	
Subordinated Debt       \$ 705,000 \$       705,000 \$       -         Total Liabilities       \$ 766,840 \$       768,880 \$       64,489         Equity       \$ (741,151) \$       (744,324) \$       (39,929)         Total Liabilities and Equity       \$ 25,689 \$       24,556 \$       24,556	
	_
INCOME STATEMENT	
Sales \$ - \$ -	
Total COS \$ - \$ -	
Gross Profit \$ - \$ -	
Overhead - Corp, Sales/Marketing, Profit Share \$ 63,946 \$ 1,346	
Depreciation & Amortization \$ - \$ -	
Interest \$ 1,390 \$ 1,040	
Net Profit \$ (65,336) \$ (2,386)	
Taxes \$ - \$ -	
Net Profit After Taxes \$ (65,336) \$ (2,386)	

## Sheldon Beef Inc General Ledger

January - December 2020

Transacti	Nu
 _	

Date	on Type	m A	dj Name	Memo/Description	Split	Amount	Balance
Check	king						
02/26/2020	Deposit	No	Dennis Brewer	Chase Account Opening	Owner's Investment	25.00	25.00
03/23/2020	Expense	No	Instant Ink	HP *INSTANT INK 855-785-2777 CA 03/20	Office Supplies	-5.32	19.68
03/23/2020	Expense	No	Target	TARGET T-1263 543 Rive EDGEWATER NJ 707781 03/23	Office Supplies	-3.99	15.69
03/23/2020	Expense	No	Acme	ACME 1777 EDGEWATER NJ 664966 03/23	Owner's Investment	-4.00	11.69
03/24/2020	Expense	No	Acme	ACME 1777 EDGEWATER NJ 108938 03/24	Owner's Investment	-5.99	5.70
03/26/2020	Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER WFCT07VBZJMY	Owner's Investment	100.00	105.70
04/09/2020	Expense	No	RanchWorld	PAYPAL *RANCH WORLD 402-935-7733 WY 04/08	Advertising & Marketing	-30.00	75.70
04/09/2020	Expense	No	CVS	CVS/PHARMACY #08 EDGEWATER NJ 044962 04/09	Office Supplies	-14.00	61.70
04/10/2020	Expense	No	Acme	ACME 1777 EDGEWATER NJ 983797 04/10	Owner's Investment	-18.48	43.22
04/13/2020	Expense	No	Acme	ACME 1777 EDGEWATER NJ 509475 04/11	Owner's Investment	-3.99	39.23
04/13/2020	Expense	No	Line2	www.line2.com 888-3176574 CA 04/11	Telephone	-12.39	26.84
04/14/2020	Expense	No	Dennis Brewer	QuickPay with Zelle payment to D ennis Brewer 9447103125	Owner's Investment	-10.00	16.84
04/15/2020	Expense	No	Dennis Brewer	QuickPay with Zelle payment to D ennis S Brewer 9453584707	Owner's Investment	-10.00	6.84
04/20/2020	Expense	No	Instant Ink	HP *INSTANT INK 855-785-2777 CA 04/19	Office Supplies	-3.19	3.65
04/22/2020	Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER WFCT07ZJSNR7	Owner's Investment	20.00	23.65
04/22/2020	Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER WFCT07ZH5NXQ	Owner's Investment	150.00	173.65
04/23/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 04/22	Software	-4.19	169.46
04/24/2020	Expense	No	Staples	STAPLES DIRECT 800-3333330 MA 04/23	Office Supplies	-31.96	137.50
04/24/2020	Expense	No	Staples	STAPLES DIRECT 800-3333330 MA 04/23	Office Supplies	-4.77	132.73
04/27/2020	Expense	No	Staples	STAPLES DIRECT 800-3333330 MA 04/24	Office Supplies	-26.65	106.08
04/27/2020	Expense	No	USPS	USPS STAMPS ENDICIA 310-482-5800 CA 04/26	Postage	-10.00	96.08
04/27/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 04/26	Software	-5.99	90.09
04/27/2020	Expense	No	Staples	STAPLES DIRECT 800-3333330 MA 04/24	Office Supplies	-58.63	31.46
04/28/2020	Expense	No	Grasshopper	GRASSHOPPER.COM LOGMEIN.COM MA 04/27	Telephone	-37.71	-6.25
0.4/0.0/0.00	_		0.1	0427GRASSHOPPER.COM LOGMEIN.COM MA 04563310033393285	D 1 01 0.5	04.00	40.05
04/28/2020	Expense	No		00	Bank Charges & Fees	-34.00	-40.25
04/29/2020	Deposit -	No		QuickPay with Zelle payment from DENNIS BREWER WFCT082FT8LD	Owner's Investment	150.00	109.75
04/30/2020	Expense -	No		USPS STAMPS ENDICIA 310-482-5800 CA 04/29	Postage	-10.00	99.75
04/30/2020	Expense -	No		MONTHLY SERVICE FEE	Bank Charges & Fees	-15.00	84.75
04/30/2020	Expense -	No		USPS STAMPS ENDICIA 310-482-5800 CA 04/29	Postage	-10.00	74.75
04/30/2020	Expense	No		USPS STAMPS ENDICIA 310-482-5800 CA 04/29	Postage	-10.00	64.75
05/01/2020	Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER WFCT082X7Q6H	Owner's Investment	40.00	104.75

05/01/2020	Expense	No	NJ Department of State	NJ BUSINES SERVICES EGOV.COM NJ 04/30	Taxes & Licenses	-52.50	52.25
05/05/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 05/04	-Split-	-24.99	27.26
05/12/2020	Expense	No	Line2	www.line2.com 888-3176574 CA 05/11	Telephone	-12.39	14.87
05/27/2020	Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER WFCT086X4PDZ	Owner's Investment	200.00	214.87
05/28/2020	Expense	No	Promo	PROMO STANDARD PLAN 8888658862 C A 05/27	Advertising & Marketing	-99.00	115.87
05/29/2020	Expense	No	Grasshopper	GRASSHOPPER.COM LOGMEIN.COM MA 05/28	Telephone	-37.71	78.16
05/29/2020	Expense	No	Chase	MONTHLY SERVICE FEE	Bank Charges & Fees	-15.00	63.16
06/02/2020	Expense	No	Instant Ink	HP *INSTANT INK 855-785-2777 CA 06/01	Office Supplies	-22.38	40.78
06/02/2020	Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER WFCT0882R2Z3	Owner's Investment	50.00	90.78
06/05/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 06/04	Software	-5.99	84.79
06/05/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 06/04	-Split-	-24.99	59.80
06/08/2020	Expense	No	Staples	STAPLES DIRECT 800-3333330 MA 06/05	Office Supplies	-15.98	43.82
06/12/2020	Expense	No	Line2	www.line2.com 888-3176574 CA 06/11	Telephone	-15.95	27.87
06/15/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 06/13	Website	-20.00	7.87
06/15/2020	Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER WFCT089ZL845	Owner's Investment	30.00	37.87
06/18/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 06/17	Software	-5.99	31.88
06/18/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 06/17	Software	-14.99	16.89
06/19/2020	Expense	No	Staples	STAPLES DIRECT 800-3333330 MA 06/18	Office Supplies	-15.98	0.91
06/22/2020	Expense	No	Instant Ink	HP *INSTANT INK 855-785-2777 CA 06/20	Office Supplies	-21.31	-20.40
06/22/2020	Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER WFCT08C3JHLC	Owner's Investment	40.00	19.60
06/23/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 06/22	Software	-5.99	13.61
06/26/2020	Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER 9840248690	Owner's Investment	60.00	73.61
06/29/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 06/26	Software	-5.99	67.62
06/29/2020	Expense	No	Grasshopper	GRASSHOPPER.COM LOGMEIN.COM MA 06/28	Telephone	-37.71	29.91
06/30/2020	Expense	No	Chase	MONTHLY SERVICE FEE	Bank Charges & Fees	-15.00	14.91
07/00/0000	_			DETAILS: 0704GODADDY.COM 480-5058855 AZ 04563310033393285	D 101 05	0.4.00	40.00
07/06/2020	Expense	No	Chase	00	Bank Charges & Fees	-34.00	-19.09
07/06/2020	Expense	No	GoDaddy	GODADDY.COM 480-5058855 AZ 07/04	-Split-	-30.98	-50.07
07/13/2020	Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER 9929139252	Owner's Investment	50.00	-0.07
07/13/2020	Expense	No	Line2	www.line2.com 888-3176574 CA 07/11 0711www.line2.com 888-3176574 CA 04563310033393285	Telephone	-12.60	-12.67
07/13/2020	Expense	No	Chase	00 00	Bank Charges & Fees	-34.00	-46.67
07/14/2020	Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER 9943277828	Owner's Investment	100.00	53.33
07/14/2020	Expense	No	Staples	STAPLES DIRECT 800-3333330 MA 07/13	Office Supplies	-10.65	42.68
07/20/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 07/17	Software	-5.99	36.69
07/20/2020	Expense	No	Instant Ink	HP *INSTANT INK 855-785-2777 CA 07/18	Office Supplies	-3.19	33.50
07/22/2020	Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER 9984950241	Owner's Investment	100.00	133.50
07/23/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 07/22	Software	-5.99	127.51
07/24/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 07/23	-Split-	-34.99	92.52
07/27/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 07/26	Software	-5.99	86.53
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07/28/2020	Expense	No	Staples	STAPLES DIRECT 800-3333330 MA 07/27	Office Supplies	-15.98	70.55
07/29/2020	Expense	No	Grasshopper	GRASSHOPPER.COM LOGMEIN.COM MA 07/28	Telephone	-38.80	31.75
07/31/2020	Expense	No	Chase	MONTHLY SERVICE FEE	Bank Charges & Fees	-15.00	16.75
08/12/2020	Expense	No	Line2	www.line2.com 888-3176574 CA 08/11	Telephone	-12.60	4.15
08/20/2020	Expense	No	Instant Ink	HP *INSTANT INK 855-785-2777 CA 08/19	Office Supplies	-3.19	0.96
08/26/2020	Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER 10178065893	Owner's Investment	200.00	200.96
08/27/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 08/26	-Split-	-37.97	162.99
08/31/2020	Expense	No	Grasshopper	GRASSHOPPER.COM LOGMEIN.COM MA 08/28	Telephone	-38.80	124.19
08/31/2020	Expense	No	Chase	MONTHLY SERVICE FEE	Bank Charges & Fees	-15.00	109.19
09/08/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 09/04	-Split-	-30.98	78.21
09/14/2020	Expense	No	Acme	ACME 1777 EDGEWATER NJ 144528 09/13	Owner's Investment	-1.49	76.72
09/14/2020	Expense	No	Acme	ACME 1777 EDGEWATER NJ 330258 09/14	Owner's Investment	-2.00	74.72
09/14/2020	Expense	No	Acme	ACME 1777 EDGEWATER NJ 080206 09/12	Owner's Investment	-3.49	71.23
09/14/2020	Expense	No	Line2	www.line2.com 888-3176574 CA 09/11	Telephone	-12.60	58.63
09/14/2020	Expense	No	Acme	ACME 1777 EDGEWATER NJ 057248 09/13	Owner's Investment	-16.64	41.99
09/15/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 09/14	-Split-	-34.99	7.00
09/16/2020	Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER 10301378887	Owner's Investment	25.00	32.00
09/18/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 09/17	Software	-5.99	26.01
09/18/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 09/17	Software	-5.99	20.02
09/21/2020	Expense	No	Instant Ink	HP *INSTANT INK 855-785-2777 CA 09/19	Office Supplies	-3.19	16.83
09/23/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 09/22	Software	-5.99	10.84
09/23/2020	Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER 10336865947	Owner's Investment	125.00	135.84
09/28/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 09/26	Software	-11.98	123.86
09/29/2020	Expense	No	Grasshopper	GRASSHOPPER.COM LOGMEIN.COM MA 09/28	Telephone	-38.80	85.06
09/30/2020	Expense	No	Chase	MONTHLY SERVICE FEE	Bank Charges & Fees	-15.00	70.06
10/05/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-505-8855 AZ 10/04	-Split-	-30.97	39.09
10/13/2020	Expense	No	Line2	www.line2.com 888-3176574 CA 09/11	Telephone	-13.89	25.20
10/19/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 09/26	Software	-11.98	13.22
10/19/2020	Expense	No	Instant Ink	HP *INSTANT INK 855-785-2777 CA 10/18	Office Supplies	-3.19	10.03
10/23/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 09/22	Software	-5.99	4.04
10/28/2020	Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER 10535008129	Owner's Investment	150.00	154.04
10/29/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-505-8855 AZ 10/04	-Split-	-46.96	107.08
10/30/2020	Expense	No	Grasshopper	GRASSHOPPER.COM LOGMEIN.COM MA 10/29	Telephone	-38.88	68.20
10/30/2020	Expense	No	Chase	MONTHLY SERVICE FEE	Bank Charges & Fees	-15.00	53.20
11/05/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-505-8855 AZ 10/04	-Split-	-30.97	22.23
11/12/2020	Expense	No	Line2	www.line2.com 888-3176574 CA 11/11	Telephone	-13.17	9.06
11/19/2020	Expense	No	Instant Ink	HP *INSTANT INK 855-785-2777 CA 11/18	Office Supplies	-3.19	5.87
11/25/2020	Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER 10697865447	Owner's Investment	200.00	205.87
11/27/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 09/26	Software	-11.98	193.89

	11/27/2020	Expense		No	GoDaddy	DNH*GODADDY.COM 480-505-8855 AZ 10/04	-Split-		-52.95	140.94
	11/30/2020	Expense		No	Chase	MONTHLY SERVICE FEE	Bank Charges & Fees		-15.00	125.94
	11/30/2020	Expense		No	Grasshopper	GRASSHOPPER.COM LOGMEIN.COM MA 11/28	Telephone		-38.88	87.06
	12/07/2020	Expense		No	GoDaddy	DNH*GODADDY.COM 480-505-8855 AZ 10/04	-Split-		-30.97	56.09
	12/14/2020	Expense		No	Line2	www.line2.com 888-3176574 CA 12/11	Telephone		-13.17	42.92
	12/15/2020	Expense		No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 12/14	-Split-		-34.98	7.94
	12/21/2020	Expense		No	Instant Ink	HP *INSTANT INK 855-785-2777 CA 12/18	Office Supplies		-3.19	4.75
	12/23/2020	Deposit		No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER 10870937399	Owner's Investment		200.00	204.75
						ORIG CO NAME:NJGovServEW ORIG ID:1522077581 DESC DATE: CO ENTRY DESCR:NJGovServESEC:CCD TRACE#:096016937000334 EED:201228 IND				
	12/28/2020	Expense		No	NJ Department of State	ID:609-586-2600 IND NAME:Sheldon Beef Inc TRN: 3637000334TC	Taxes & Licenses		-75.50	129.25
	12/28/2020	Expense		No	GoDaddy	DNH*GODADDY.COM EUROPE 480-50588 55 AZ 12/26	Software		-23.96	105.29
	12/29/2020	Expense		No	Grasshopper	GRASSHOPPER.COM LOGMEIN.COM MA 12/28	Telephone		-38.88	66.41
	12/31/2020	Expense		No	Chase	MONTHLY SERVICE FEE	Bank Charges & Fees		-15.00	51.41
ot								\$	51.41	
а										
	01/23/2020	Expense		No	IncFile		-Split-		0.00	0.00
(	01/23/2020	Expense		No	Vistaprint		-Split-		0.00	0.00
(	02/01/2020	Expense		No	Microsoft		-Split-		0.00	0.00
(	05/01/2020	Expense		No	Staples		-Split-		0.00	0.00
	05/13/2020	Expense		No	Freelancer.com		-Split-		0.00	0.00
	05/14/2020	Expense		No	Dealflow Solutions Ltd		-Split-		0.00	0.00
(	05/14/2020	Expense		No	GoDaddy		-Split-		0.00	0.00
	05/16/2020	Expense		No	USPS	USPS STAMPS ENDICIA 310-482-5800 CA 04/29	-Split-		0.00	0.00
ot								\$	0.00	
С										
	04/30/2020	Bill	2	No	Sullivan		-Split-	5,	850.00	5,850.00
	05/31/2020	Bill	3	No	Sullivan		Legal Fees	4,	725.00	10,575.00
	06/30/2020	Bill	4	No	Sullivan		Legal Fees	1,	575.00	12,150.00
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12/31/202	0 Entry	1 No		Bookkeeping March - Dec 2020	-Split-	465.00	465.00
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01/23/202	0 Expense	No	IncFile	Paid with personal funds	Bank Clearing	130.00	130.00
01/23/202	0 Expense	No	Vistaprint	Paid with personal funds	Bank Clearing	43.70	173.70
02/01/202	0 Expense	No	Microsoft	paid with personal funds	Bank Clearing	69.99	243.69
02/26/202	0 Deposit	No	Dennis Brewer	Chase Account Opening	Checking	25.00	268.69
03/23/202	0 Expense	No	Acme	ACME 1777 EDGEWATER NJ 664966 03/23	Checking	-4.00	264.69
03/24/202	0 Expense	No	Acme	ACME 1777 EDGEWATER NJ 108938 03/24	Checking	-5.99	258.70
03/26/202	0 Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER WFCT07VBZJMY	Checking	100.00	358.70
04/10/202	0 Expense	No	Acme	ACME 1777 EDGEWATER NJ 983797 04/10	Checking	-18.48	340.22
04/13/202	0 Expense	No	Acme	ACME 1777 EDGEWATER NJ 509475 04/11	Checking	-3.99	336.23
04/14/202	0 Expense	No	Dennis Brewer	QuickPay with Zelle payment to D ennis Brewer 9447103125	Checking	-10.00	326.23
04/15/202	0 Expense	No	Dennis Brewer	QuickPay with Zelle payment to D ennis S Brewer 9453584707	Checking	-10.00	316.23
04/22/202	0 Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER WFCT07ZJSNR7	Checking	20.00	336.23
04/22/202	0 Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER WFCT07ZH5NXQ	Checking	150.00	486.23
04/29/202	0 Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER WFCT082FT8LD	Checking	150.00	636.23
05/01/202	0 Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER WFCT082X7Q6H	Checking	40.00	676.23
05/01/202	0 Expense	No	Staples	Paid with personal funds	Bank Clearing	20.62	696.85
05/13/202	0 Expense	No	Freelancer.com	Paid with personal funds	Bank Clearing	34.36	731.21
05/14/202	0 Expense	No	Dealflow Solutions Ltd	Paid with personal funds	Bank Clearing	149.00	880.21
05/14/202	0 Expense	No	GoDaddy	paid with personal funds	Bank Clearing	25.55	905.76
05/16/202	0 Expense	No	USPS	Dennis Brewer Paid with Personal Funds	Bank Clearing	50.00	955.76
05/27/202	0 Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER WFCT086X4PDZ	Checking	200.00	1,155.76
06/02/202	0 Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER WFCT0882R2Z3	Checking	50.00	1,205.76

06/15/2020	Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER WFCT089ZL845	Checking	30.00	1,235.76
06/22/2020	Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER WFCT08C3JHLC	Checking	40.00	1,275.76
06/26/2020	Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER 9840248690	Checking	60.00	1,335.76
07/13/2020	Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER 9929139252	Checking	50.00	1,385.76
07/14/2020	Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER 9943277828	Checking	100.00	1,485.76
07/22/2020	Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER 9984950241	Checking	100.00	1,585.76
08/26/2020	Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER 10178065893	Checking	200.00	1,785.76
09/14/2020	Expense	No	Acme	ACME 1777 EDGEWATER NJ 144528 09/13	Checking	-1.49	1,784.27
09/14/2020	Expense	No	Acme	ACME 1777 EDGEWATER NJ 080206 09/12	Checking	-3.49	1,780.78
09/14/2020	Expense	No	Acme	ACME 1777 EDGEWATER NJ 330258 09/14	Checking	-2.00	1,778.78
09/14/2020	Expense	No	Acme	ACME 1777 EDGEWATER NJ 057248 09/13	Checking	-16.64	1,762.14
09/16/2020	Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER 10301378887	Checking	25.00	1,787.14
09/23/2020	Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER 10336865947	Checking	125.00	1,912.14
10/28/2020	Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER 10535008129	Checking	150.00	2,062.14
11/25/2020	Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER 10697865447	Checking	200.00	2,262.14
12/23/2020	Deposit	No	Dennis Brewer	QuickPay with Zelle payment from DENNIS BREWER 10870937399	Checking	200.00	2,462.14
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12/31/2020  ot all fo r A c c c o u	Entry	1 No		Bookkeeping March - Dec 2020	-Split-	\$ 200.00	200.00

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01/23/202	0 Expense	No	Vistaprint	Business cards	Bank Clearing	43.70	43.70
04/09/202	0 Expense	No	RanchWorld	PAYPAL *RANCH WORLD 402-935-7733 WY 04/08	Checking	30.00	73.70
05/28/202	0 Expense	No	Promo	PROMO STANDARD PLAN 8888658862 C A 05/27	Checking	99.00	172.70
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				0427GRASSHOPPER.COM LOGMEIN.COM MA	10010 Chase 2718		
04/28/202		No	Chase	00	Checking	34.00	34.00
04/30/202	-	No	Chase	MONTHLY SERVICE FEE	Checking	15.00	49.00
05/29/202	•	No	Chase	MONTHLY SERVICE FEE	Checking	15.00	64.00
06/30/202	0 Expense	No	Chase	MONTHLY SERVICE FEE  DETAILS: 0704GODADDY.COM 480-5058855 AZ 045633100333932:	Checking 85 10010 Chase 2718	15.00	79.00
07/06/202	0 Expense	No	Chase	DETAILS. 0704GODADDT.COM 400-3030035 AZ 043033 100333932	Checking	34.00	113.00
				0711www.line2.com 888-3176574 CA 04563310033393285	10010 Chase 2718		
07/13/202	•	No	Chase	00	Checking	34.00	147.00
07/31/202	•	No	Chase	MONTHLY SERVICE FEE	Checking	15.00	162.00
08/31/202	•	No	Chase	MONTHLY SERVICE FEE	Checking	15.00	177.00
09/30/202	•	No	Chase	MONTHLY SERVICE FEE	Checking	15.00	192.00
10/30/202	•	No	Chase	MONTHLY SERVICE FEE	Checking	15.00	207.00
11/30/202	•	No	Chase	MONTHLY SERVICE FEE	Checking	15.00	222.00
12/31/202	0 Expense	No	Chase	MONTHLY SERVICE FEE	Checking	15.00	237.00

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	04/30/2020	Bill	2	No	Sullivan		Previous Balance	Accounts Payable (A/P)	900.00	900.00
	04/30/2020	Bill	2	No	Sullivan	-	11.0 hours @ \$450.00 per hour General Coproate	Accounts Payable (A/P)	4,950.00	5,850.00
	05/31/2020	Bill	3	No	Sullivan	-	10.5 hours @ \$450.00 per hour General Coproate	Accounts Payable (A/P)	4,725.00	10,575.00
ot	06/30/2020	Bill	4	No	Sullivan		3.5 hours @ \$450.00 per hour General Coproate	Accounts Payable (A/P)	1,575.00	12,150.00
al fo r L e g ffi c e S u									\$ 12,150.00	
	03/23/2020	Expense		No	Instant Ink		HP *INSTANT INK 855-785-2777 CA 03/20	Checking	5.32	5.32
	03/23/2020	Expense		No	Target		TARGET T-1263 543 Rive EDGEWATER NJ 707781 03/23	Checking	3.99	9.31
	04/09/2020	Expense		No	CVS		CVS/PHARMACY #08 EDGEWATER NJ 044962 04/09	Checking	14.00	23.31
	04/20/2020	Expense		No	Instant Ink		HP *INSTANT INK 855-785-2777 CA 04/19	Checking	3.19	26.50
	04/24/2020	Expense		No	Staples		STAPLES DIRECT 800-33333330 MA 04/23	Checking	31.96	58.46
	04/24/2020	Expense		No	Staples		STAPLES DIRECT 800-33333330 MA 04/23	Checking	4.77	63.23
	04/27/2020	Expense		No	Staples		STAPLES DIRECT 800-33333330 MA 04/24	Checking	26.65	89.88
	04/27/2020	Expense		No	Staples		STAPLES DIRECT 800-3333330 MA 04/24	Checking	58.63	148.51
	05/01/2020	Expense		No	Staples		Shipping labels	Bank Clearing	20.62	169.13
	06/02/2020	Expense		No	Instant Ink		HP *INSTANT INK 855-785-2777 CA 06/01	Checking	22.38	191.51
	06/08/2020	Expense		No	Staples		STAPLES DIRECT 800-3333330 MA 06/05	Checking	15.98	207.49
	06/19/2020	Expense		No	Staples		STAPLES DIRECT 800-3333330 MA 06/18	Checking	15.98	223.47 244.78
	06/22/2020 07/14/2020	Expense		No	Instant Ink		HP *INSTANT INK 855-785-2777 CA 06/20 STAPLES DIRECT 800-3333330 MA 07/13	Checking	21.31 10.65	244.78 255.43
	07/20/2020	Expense Expense		No No	Staples Instant Ink		HP *INSTANT INK 855-785-2777 CA 07/18	Checking Checking	3.19	258.62
	0112012020	ryheiise		INU	ii i Stai it II IK		III IIIO IANI IIIK 000-100-2111 OA 01/10	Checking	3.18	200.02

	07/28/2020	Expense	No	Staples	STAPLES DIRECT 800-3333330 MA 07/27		Checking	15.98	274.60
	08/20/2020	Expense	No	Instant Ink	HP *INSTANT INK 855-785-2777 CA 08/19		Checking	3.19	277.79
	09/21/2020	Expense	No	Instant Ink	HP *INSTANT INK 855-785-2777 CA 09/19		Checking	3.19	280.98
	10/19/2020	Expense	No	Instant Ink	HP *INSTANT INK 855-785-2777 CA 10/18		Checking	3.19	284.17
	11/19/2020	Expense	No	Instant Ink	HP *INSTANT INK 855-785-2777 CA 11/18		Checking	3.19	287.36
	12/21/2020	•	No	Instant Ink	HP *INSTANT INK 855-785-2777 CA 11/16		Checking	3.19	290.55
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	05/14/2020	Expense	No	Dealflow Solutions Ltd	Companies.		Bank Clearing	149.00	149.00
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of e o st a								\$ 149.00	
	04/27/2020	Expense	No	USPS	USPS STAMPS ENDICIA 310-482-5800 CA	04/26	Checking	10.00	10.00
	04/30/2020	Expense	No	USPS	USPS STAMPS ENDICIA 310-482-5800 CA	04/29	Checking	10.00	20.00
	04/30/2020	Expense	No	USPS	USPS STAMPS ENDICIA 310-482-5800 CA	04/29	Checking	10.00	30.00
	04/30/2020	Expense	No	USPS	USPS STAMPS ENDICIA 310-482-5800 CA	04/29	Checking	10.00	40.00
	05/16/2020	Expense	No	USPS	Dennis Brewer Paid with Personal Funds		Bank Clearing	50.00	90.00
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02/01/2020	Expense	No	Microsoft	O365		Bank Clearing	69.99	69.99
04/23/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 04/22		Checking	4.19	74.18
04/27/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 04/26		Checking	5.99	80.17
05/05/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 05/04		Checking	4.99	85.16
06/05/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 06/04		Checking	5.99	91.15
06/05/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 06/04		Checking	4.99	96.14
06/18/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 06/17		Checking	14.99	111.13
06/18/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 06/17		Checking	5.99	117.12
06/23/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 06/22		Checking	5.99	123.11
06/29/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 06/26		Checking	5.99	129.10
07/06/2020	Expense	No	GoDaddy	GODADDY.COM 480-5058855 AZ 07/04		Checking	10.98	140.08
07/20/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 07/17		Checking	5.99	146.07
07/23/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 07/22		Checking	5.99	152.06
07/24/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 07/23		Checking	14.99	167.05
07/27/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 07/26		Checking	5.99	173.04
08/27/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 08/26		Checking	17.97	191.01
09/08/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 09/04		Checking	10.98	201.99
09/15/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 09/14		Checking	14.99	216.98
09/18/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 09/17		Checking	5.99	222.97
09/18/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 09/17		Checking	5.99	228.96
09/23/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 09/22		Checking	5.99	234.95
09/28/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 09/26		Checking	11.98	246.93
10/05/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-505-8855 AZ 10/04		Checking	10.97	257.90
10/19/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 09/26		Checking	11.98	269.88
10/23/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 09/22		Checking	5.99	275.87
10/29/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-505-8855 AZ 10/04		Checking	26.96	302.83
11/05/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-505-8855 AZ 10/04		Checking	10.97	313.80
11/27/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 09/26		Checking	11.98	325.78
11/27/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-505-8855 AZ 10/04		Checking	32.95	358.73
12/07/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-505-8855 AZ 10/04		Checking	10.97	369.70
12/15/2020	Expense	No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 12/14		Checking	14.98	384.68
12/28/2020	Expense	No	GoDaddy	DNH*GODADDY.COM EUROPE 480-50588 55 AZ	12/26	Checking	23.96	408.64
12/31/2020	Entry	1 No	)	QBO June - Dec 2020		-Split-	265.00	673.64

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	01/23/2020	Expense	No	IncFile	NJ State Filing Fee	CC FCOV.COM NU 04/20	Bank Clearing		
(	05/01/2020	Expense	No	NJ Department of State		ES EGOV.COM NJ 04/30 vServEW ORIG ID:1522077581 DESC DATE: CO ENTRY	Checking	52	.50 182.50
						EC:CCD TRACE#:096016937000334 EED:201228 IND	10010 Chase 2718		
	12/28/2020	Expense	No	NJ Department of State	ID:609-586-2600	IND NAME:Sheldon Beef Inc TRN: 3637000334TC	Checking	75	258.00
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x e s el e	04/13/2020	Expense	No	Line2	www.line2.com 888-31	76574 CA 04/11	Checking	·	.39 12.39
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x e s el e p		-				LOGMEIN.COM MA 04/27	<del>-</del>	12 37	.39 12.39
x e s el e p	04/28/2020	Expense	No	Grasshopper	GRASSHOPPER.COM www.line2.com 888-31	LOGMEIN.COM MA 04/27	Checking	12 37 12	.39 12.39 .71 50.10
x e s el e p	04/28/2020 05/12/2020	Expense Expense	No No	Grasshopper Line2	GRASSHOPPER.COM www.line2.com 888-31	LOGMEIN.COM MA 04/27 76574 CA 05/11 LOGMEIN.COM MA 05/28	Checking Checking	12 37 12 37	.39 12.39 .71 50.10 .39 62.49
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x e s el e p ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( (	04/28/2020 05/12/2020 05/12/2020 05/29/2020 06/29/2020 07/13/2020 07/29/2020 08/12/2020 08/31/2020 09/14/2020 09/29/2020	Expense	No N	Grasshopper Line2 Grasshopper	GRASSHOPPER.COM www.line2.com 888-31	I LOGMEIN.COM MA 04/27 76574 CA 05/11 I LOGMEIN.COM MA 05/28 76574 CA 06/11 I LOGMEIN.COM MA 06/28 76574 CA 07/11 I LOGMEIN.COM MA 07/28 76574 CA 08/11 I LOGMEIN.COM MA 08/28 76574 CA 09/11 I LOGMEIN.COM MA 08/28 76574 CA 09/11 I LOGMEIN.COM MA 09/28 76574 CA 09/11 I LOGMEIN.COM MA 09/28	Checking	12 37 12 37 15 37 12 38 12 38 12 38	.39 12.39 .71 50.10 .39 62.49 .71 100.20 .95 116.15 .71 153.86 .60 166.46 .80 205.26 .60 217.86 .80 256.66 .60 269.26 .80 308.06 .89 321.95

12/14/	2020 Expe	ense No	Line2	www.line2.com 888-3176574 CA 12/11	Checking	13.17	426.05
12/29/	2020 Expe	ense No	Grasshopper	GRASSHOPPER.COM LOGMEIN.COM MA 12/28	Checking	38.88	464.93
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si							
05/05/	2020 Expe	ense No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 05/04	Checking	20.00	20.00
05/13/	2020 Expe	ense No	Freelancer.com		Bank Clearing	30.99	50.99
05/13/	2020 Expe	ense No	Freelancer.com		Bank Clearing	3.37	54.36
05/14/	2020 Expe	ense No	GoDaddy	sheldonfoods.com domain registration	Bank Clearing	25.55	79.91
06/05/	2020 Expe	ense No	GoDaddy		Checking	20.00	99.91
06/15/	2020 Expe	ense No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 06/13	Checking	20.00	119.91
07/06/	2020 Expe	ense No	GoDaddy	GODADDY.COM 480-5058855 AZ 07/04	Checking	20.00	139.91
07/24/	2020 Expe	ense No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 07/23	Checking	20.00	159.91
08/27/	2020 Expe	ense No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 08/26	Checking	20.00	179.91
09/08/	2020 Expe	ense No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 09/04	Checking	20.00	199.91
09/15/	2020 Expe	ense No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 09/14	Checking	20.00	219.91
10/05/	2020 Expe	ense No	GoDaddy	DNH*GODADDY.COM 480-505-8855 AZ 10/04	Checking	20.00	239.91
10/29/	2020 Expe	ense No	GoDaddy	DNH*GODADDY.COM 480-505-8855 AZ 10/04	Checking	20.00	259.91
11/05/	2020 Expe	ense No	GoDaddy	DNH*GODADDY.COM 480-505-8855 AZ 10/04	Checking	20.00	279.91
11/27/	2020 Expe	ense No	GoDaddy	DNH*GODADDY.COM 480-505-8855 AZ 10/04	Checking	20.00	299.91
12/07/	2020 Expe	ense No	GoDaddy	DNH*GODADDY.COM 480-505-8855 AZ 10/04	Checking	20.00	319.91
12/15/	2020 Expe	ense No	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 12/14	Checking	20.00	339.91
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W e						\$ 339.91	
E						ψ 339.91	

Thursday, Mar 25, 2021 02:29:19 AM GMT-7

## Sheldon Beef Inc Profit and Loss Detail

January - December 2020

	Date	Transaction Type	Nu m		Memo/Description	Split	A	mount	Balance
Ordinary Income/Expenses									
Expenses									
Accounting Fees									
	12/31/2020	Journal Entry	1		Bookkeeping March - Dec 2020	-Split-		200.00	200.00
Total for Accounting Fees							\$	200.00	
Advertising & Marketing									
	01/23/2020	Expense		Vistaprint	Business cards	Bank Clearing		43.70	43.70
	04/09/2020	Expense		RanchWorld	PAYPAL *RANCH WORLD 402-935-7733 WY 04/08	10010 Chase 2718 Checking		30.00	73.70
	05/28/2020	Expense		Promo	PROMO STANDARD PLAN 8888658862 C A 05/27	10010 Chase 2718 Checking		99.00	172.70
Total for Advertising & Marketing							\$	172.70	
Bank Charges & Fees									
	0.4/0.0/0.000	E		Ohaaa	DETAILS: 0427GRASSHOPPER.COM LOGMEIN.COM MA	40040 Ob 0740 Ob bin -		24.00	24.00
	04/28/2020	Expense		Chase	04563310033393285	10010 Chase 2718 Checking		34.00	
	04/30/2020	Expense		Chase	MONTHLY SERVICE FEE	10010 Chase 2718 Checking		15.00	49.00
	05/29/2020	Expense		Chase	MONTHLY SERVICE FEE	10010 Chase 2718 Checking		15.00	64.00
	06/30/2020	Expense		Chase	MONTHLY SERVICE FEE PURCHASE - DETAILS: 0704GODADDY.COM 480-5058855 AZ	10010 Chase 2718 Checking		15.00	79.00
	07/06/2020	Expense		Chase	04563310033393285	10010 Chase 2718 Checking		34.00	113.00
	07/13/2020	Expense		Chase	DETAILS: 0711www.line2.com 888-3176574 CA 04563310033393285	10010 Chase 2718 Checking		34.00	147.00
	07/31/2020	Expense		Chase	MONTHLY SERVICE FEE	10010 Chase 2718 Checking		15.00	162.00
	08/31/2020	Expense		Chase	MONTHLY SERVICE FEE	10010 Chase 2718 Checking		15.00	177.00
	09/30/2020	Expense		Chase	MONTHLY SERVICE FEE	10010 Chase 2718 Checking		15.00	192.00
	10/30/2020	Expense		Chase	MONTHLY SERVICE FEE	10010 Chase 2718 Checking		15.00	207.00
	11/30/2020	Expense		Chase	MONTHLY SERVICE FEE	10010 Chase 2718 Checking		15.00	222.00
	12/31/2020	Expense		Chase	MONTHLY SERVICE FEE	10010 Chase 2718 Checking		15.00	237.00
Total for Bank Charges & Fees							\$	237.00	
Legal Fees									
	04/30/2020	Bill	2	F. Sullivan	Previous Balance	Accounts Payable (A/P)		900.00	900.00
	04/30/2020	Bill	2	F. Sullivan	11.0 hours @ \$450.00 per hour General Coproate	Accounts Payable (A/P)		4,950.00	5,850.00
	05/31/2020	Bill	3	F. Sullivan	10.5 hours @ \$450.00 per hour General Coproate	Accounts Payable (A/P)		4,725.00	10,575.00
	06/30/2020	Bill	4	F. Sullivan	3.5 hours @ \$450.00 per hour General Coproate	Accounts Payable (A/P)		1,575.00	12,150.00
Total for Legal Fees							\$	12,150.00	
Office Supplies									
	03/23/2020	Expense		Target	TARGET T-1263 543 Rive EDGEWATER NJ 707781 03/23	10010 Chase 2718 Checking		3.99	3.99
	03/23/2020	Expense		Instant Ink	HP *INSTANT INK 855-785-2777 CA 03/20	10010 Chase 2718 Checking		5.32	9.31
	04/09/2020	Expense		CVS	CVS/PHARMACY #08 EDGEWATER NJ 044962 04/09	10010 Chase 2718 Checking		14.00	23.31
	04/20/2020	Expense		Instant Ink	HP *INSTANT INK 855-785-2777 CA 04/19	10010 Chase 2718 Checking		3.19	26.50
	04/24/2020	Expense		Staples	STAPLES DIRECT 800-3333330 MA 04/23	10010 Chase 2718 Checking		4.77	31.27
	04/24/2020	Expense		Staples	STAPLES DIRECT 800-3333330 MA 04/23	10010 Chase 2718 Checking		31.96	63.23

	04/27/2020	Expense	Staples	STAPLES DIRECT 800-3333330 MA 04/24		10010 Chase 2718 Checking		26.65	89.88
	04/27/2020	Expense	Staples	STAPLES DIRECT 800-3333330 MA 04/24		10010 Chase 2718 Checking		58.63	148.51
	05/01/2020	Expense	Staples	Shipping labels		Bank Clearing		20.62	169.13
	06/02/2020	Expense	Instant Ink	HP *INSTANT INK 855-785-2777 CA 06/01		10010 Chase 2718 Checking		22.38	191.51
	06/08/2020	Expense	Staples	STAPLES DIRECT 800-3333330 MA 06/05		10010 Chase 2718 Checking		15.98	207.49
	06/19/2020	Expense	Staples	STAPLES DIRECT 800-3333330 MA 06/18		10010 Chase 2718 Checking		15.98	223.47
	06/22/2020	Expense	Instant Ink	HP *INSTANT INK 855-785-2777 CA 06/20		10010 Chase 2718 Checking		21.31	244.78
	07/14/2020	Expense	Staples	STAPLES DIRECT 800-3333330 MA 07/13		10010 Chase 2718 Checking		10.65	255.43
	07/20/2020	Expense	Instant Ink	HP *INSTANT INK 855-785-2777 CA 07/18		10010 Chase 2718 Checking		3.19	258.62
	07/28/2020	Expense	Staples	STAPLES DIRECT 800-3333330 MA 07/27		10010 Chase 2718 Checking		15.98	274.60
	08/20/2020	Expense	Instant Ink	HP *INSTANT INK 855-785-2777 CA 08/19		10010 Chase 2718 Checking		3.19	277.79
	09/21/2020	Expense	Instant Ink	HP *INSTANT INK 855-785-2777 CA 09/19		10010 Chase 2718 Checking		3.19	280.98
	10/19/2020	Expense	Instant Ink	HP *INSTANT INK 855-785-2777 CA 10/18		10010 Chase 2718 Checking		3.19	284.17
	11/19/2020	Expense	Instant Ink	HP *INSTANT INK 855-785-2777 CA 11/18		10010 Chase 2718 Checking		3.19	287.36
	12/21/2020	Expense	Instant Ink	HP *INSTANT INK 855-785-2777 CA 12/18		10010 Chase 2718 Checking		3.19	290.55
Total for Office Supplies							\$ 2	90.55	
Other Professional Fees									
	05/14/2020	Expense	Dealflow Solutions Ltd	Chinese Companies.		Bank Clearing	1	49.00	149.00
Total for Other Professional Fees							\$ 1	49.00	
Postage									
	04/27/2020	Expense	USPS	USPS STAMPS ENDICIA 310-482-5800 CA	04/26	10010 Chase 2718 Checking		10.00	10.00
	04/30/2020	Expense	USPS	USPS STAMPS ENDICIA 310-482-5800 CA	04/29	10010 Chase 2718 Checking		10.00	20.00
	04/30/2020	Expense	USPS	USPS STAMPS ENDICIA 310-482-5800 CA	04/29	10010 Chase 2718 Checking		10.00	30.00
	04/30/2020	Expense	USPS	USPS STAMPS ENDICIA 310-482-5800 CA	04/29	10010 Chase 2718 Checking		10.00	40.00
	05/16/2020	Expense	USPS	Dennis Brewer Paid with Personal Funds		Bank Clearing		50.00	90.00
Total for Postage							\$	90.00	
Software									
	02/01/2020	Expense	Microsoft	O365		Bank Clearing		69.99	69.99
	04/23/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 04/22		10010 Chase 2718 Checking		4.19	74.18
	04/27/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 04/26		10010 Chase 2718 Checking		5.99	80.17
	05/05/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 05/04		10010 Chase 2718 Checking		4.99	85.16
	06/05/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 06/04		10010 Chase 2718 Checking		5.99	91.15
	06/05/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 06/04		10010 Chase 2718 Checking		4.99	96.14
	06/18/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 06/17		10010 Chase 2718 Checking		14.99	111.13
	06/18/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 06/17		10010 Chase 2718 Checking		5.99	117.12
	06/23/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 06/22		10010 Chase 2718 Checking		5.99	123.11
	06/29/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 06/26		10010 Chase 2718 Checking		5.99	129.10
	07/06/2020	Expense	GoDaddy	GODADDY.COM 480-5058855 AZ 07/04		10010 Chase 2718 Checking		10.98	140.08
	07/20/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 07/17		10010 Chase 2718 Checking		5.99	146.07
	07/23/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 07/22		10010 Chase 2718 Checking		5.99	152.06
	07/24/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 07/23		10010 Chase 2718 Checking		14.99	167.05
	07/27/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 07/26		10010 Chase 2718 Checking		5.99	173.04
	08/27/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 08/26		10010 Chase 2718 Checking		17.97	191.01
	08/27/2020 09/08/2020	Expense Expense	GoDaddy GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 08/26 DNH*GODADDY.COM 480-5058855 AZ 09/04		10010 Chase 2718 Checking 10010 Chase 2718 Checking		17.97 10.98	191.01 201.99
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	09/18/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 09/17	10010 Chase 2718 Checking	5.99	222.97
	09/18/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 09/17	10010 Chase 2718 Checking	5.99	228.96
	09/23/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 09/22	10010 Chase 2718 Checking	5.99	234.95
	09/28/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 09/26	10010 Chase 2718 Checking	11.98	246.93
	10/05/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-505-8855 AZ 10/04	10010 Chase 2718 Checking	10.97	257.90
	10/19/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 09/26	10010 Chase 2718 Checking	11.98	269.88
	10/23/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 09/22	10010 Chase 2718 Checking	5.99	275.87
	10/29/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-505-8855 AZ 10/04	10010 Chase 2718 Checking	26.96	302.83
	11/05/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-505-8855 AZ 10/04	10010 Chase 2718 Checking	10.97	313.80
	11/27/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 09/26	10010 Chase 2718 Checking	11.98	325.78
	11/27/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-505-8855 AZ 10/04	10010 Chase 2718 Checking	32.95	358.73
	12/07/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-505-8855 AZ 10/04	10010 Chase 2718 Checking	10.97	369.70
	12/15/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 12/14	10010 Chase 2718 Checking	14.98	384.68
	12/28/2020	Expense	GoDaddy	DNH*GODADDY.COM EUROPE 480-50588 55 AZ 12/26	10010 Chase 2718 Checking	23.96	408.64
	12/31/2020	Journal Entry 1		QBO June - Dec 2020	-Split-	265.00	673.64
Total for Software						\$ 673.64	
Taxes & Licenses							
	01/23/2020	Expense	IncFile	NJ State Filing Fee	Bank Clearing	130.00	130.00
	05/01/2020	Expense	NJ Department of State	NJ BUSINES SERVICES EGOV.COM NJ 04/30	10010 Chase 2718 Checking	52.50	182.50
	12/28/2020	Expense	NJ Department of State	CO ENTRY DESCR:NJGovServESEC:CCD TRACE#:096016937000334 EED:201228 IND ID:609-586-2600 IND NAME:Sheldon Beef Inc TRN: 3637000334TC	10010 Chase 2718 Checking	 75.50	258.00
Total for Taxes & Licenses						\$ 258.00	
Telephone							
Telephone	04/13/2020	Expense	Line2	www.line2.com 888-3176574 CA 04/11	10010 Chase 2718 Checking	12.39	12.39
Telephone	04/28/2020	Expense	Grasshopper	GRASSHOPPER.COM LOGMEIN.COM MA 04/27	10010 Chase 2718 Checking	37.71	50.10
Telephone	04/28/2020 05/12/2020	Expense Expense	Grasshopper Line2	GRASSHOPPER.COM LOGMEIN.COM MA 04/27 www.line2.com 888-3176574 CA 05/11	10010 Chase 2718 Checking 10010 Chase 2718 Checking	37.71 12.39	50.10 62.49
Telephone	04/28/2020 05/12/2020 05/29/2020	Expense Expense Expense	Grasshopper Line2 Grasshopper	GRASSHOPPER.COM LOGMEIN.COM MA 04/27 www.line2.com 888-3176574 CA 05/11 GRASSHOPPER.COM LOGMEIN.COM MA 05/28	10010 Chase 2718 Checking 10010 Chase 2718 Checking 10010 Chase 2718 Checking	37.71 12.39 37.71	50.10 62.49 100.20
Telephone	04/28/2020 05/12/2020	Expense Expense	Grasshopper Line2	GRASSHOPPER.COM LOGMEIN.COM MA 04/27 www.line2.com 888-3176574 CA 05/11	10010 Chase 2718 Checking 10010 Chase 2718 Checking	37.71 12.39 37.71 15.95	50.10 62.49
Telephone	04/28/2020 05/12/2020 05/29/2020 06/12/2020 06/29/2020	Expense Expense Expense	Grasshopper Line2 Grasshopper Line2 Grasshopper	GRASSHOPPER.COM LOGMEIN.COM MA 04/27 www.line2.com 888-3176574 CA 05/11 GRASSHOPPER.COM LOGMEIN.COM MA 05/28 www.line2.com 888-3176574 CA 06/11 GRASSHOPPER.COM LOGMEIN.COM MA 06/28	10010 Chase 2718 Checking 10010 Chase 2718 Checking 10010 Chase 2718 Checking 10010 Chase 2718 Checking 10010 Chase 2718 Checking	37.71 12.39 37.71 15.95 37.71	50.10 62.49 100.20 116.15 153.86
Telephone	04/28/2020 05/12/2020 05/29/2020 06/12/2020 06/29/2020 07/13/2020	Expense Expense Expense Expense Expense Expense	Grasshopper Line2 Grasshopper Line2	GRASSHOPPER.COM LOGMEIN.COM MA 04/27 www.line2.com 888-3176574 CA 05/11 GRASSHOPPER.COM LOGMEIN.COM MA 05/28 www.line2.com 888-3176574 CA 06/11 GRASSHOPPER.COM LOGMEIN.COM MA 06/28 www.line2.com 888-3176574 CA 07/11	10010 Chase 2718 Checking 10010 Chase 2718 Checking	37.71 12.39 37.71 15.95 37.71 12.60	50.10 62.49 100.20 116.15 153.86 166.46
Telephone	04/28/2020 05/12/2020 05/29/2020 06/12/2020 06/29/2020 07/13/2020 07/29/2020	Expense Expense Expense Expense Expense	Grasshopper Line2 Grasshopper Line2 Grasshopper Line2 Grasshopper	GRASSHOPPER.COM LOGMEIN.COM MA 04/27 www.line2.com 888-3176574 CA 05/11 GRASSHOPPER.COM LOGMEIN.COM MA 05/28 www.line2.com 888-3176574 CA 06/11 GRASSHOPPER.COM LOGMEIN.COM MA 06/28 www.line2.com 888-3176574 CA 07/11 GRASSHOPPER.COM LOGMEIN.COM MA 07/28	10010 Chase 2718 Checking 10010 Chase 2718 Checking	37.71 12.39 37.71 15.95 37.71 12.60 38.80	50.10 62.49 100.20 116.15 153.86 166.46 205.26
Telephone	04/28/2020 05/12/2020 05/29/2020 06/12/2020 06/29/2020 07/13/2020 07/29/2020 08/12/2020	Expense Expense Expense Expense Expense Expense Expense Expense	Grasshopper Line2 Grasshopper Line2 Grasshopper Line2 Grasshopper Line2 Grasshopper	GRASSHOPPER.COM LOGMEIN.COM MA 04/27 www.line2.com 888-3176574 CA 05/11 GRASSHOPPER.COM LOGMEIN.COM MA 05/28 www.line2.com 888-3176574 CA 06/11 GRASSHOPPER.COM LOGMEIN.COM MA 06/28 www.line2.com 888-3176574 CA 07/11 GRASSHOPPER.COM LOGMEIN.COM MA 07/28 www.line2.com 888-3176574 CA 08/11	10010 Chase 2718 Checking 10010 Chase 2718 Checking	37.71 12.39 37.71 15.95 37.71 12.60 38.80 12.60	50.10 62.49 100.20 116.15 153.86 166.46 205.26 217.86
Telephone	04/28/2020 05/12/2020 05/29/2020 06/12/2020 06/29/2020 07/13/2020 07/29/2020 08/12/2020 08/31/2020	Expense Expense Expense Expense Expense Expense Expense	Grasshopper Line2 Grasshopper Line2 Grasshopper Line2 Grasshopper Line2 Grasshopper	GRASSHOPPER.COM LOGMEIN.COM MA 04/27 www.line2.com 888-3176574 CA 05/11 GRASSHOPPER.COM LOGMEIN.COM MA 05/28 www.line2.com 888-3176574 CA 06/11 GRASSHOPPER.COM LOGMEIN.COM MA 06/28 www.line2.com 888-3176574 CA 07/11 GRASSHOPPER.COM LOGMEIN.COM MA 07/28	10010 Chase 2718 Checking 10010 Chase 2718 Checking	37.71 12.39 37.71 15.95 37.71 12.60 38.80 12.60 38.80	50.10 62.49 100.20 116.15 153.86 166.46 205.26 217.86 256.66
Telephone	04/28/2020 05/12/2020 05/29/2020 06/12/2020 06/29/2020 07/13/2020 07/29/2020 08/12/2020 08/31/2020 09/14/2020	Expense	Grasshopper Line2 Grasshopper Line2 Grasshopper Line2 Grasshopper Line2 Grasshopper Line2 Grasshopper	GRASSHOPPER.COM LOGMEIN.COM MA 04/27 www.line2.com 888-3176574 CA 05/11 GRASSHOPPER.COM LOGMEIN.COM MA 05/28 www.line2.com 888-3176574 CA 06/11 GRASSHOPPER.COM LOGMEIN.COM MA 06/28 www.line2.com 888-3176574 CA 07/11 GRASSHOPPER.COM LOGMEIN.COM MA 07/28 www.line2.com 888-3176574 CA 08/11 GRASSHOPPER.COM LOGMEIN.COM MA 08/28 www.line2.com 888-3176574 CA 09/11	10010 Chase 2718 Checking 10010 Chase 2718 Checking	37.71 12.39 37.71 15.95 37.71 12.60 38.80 12.60 38.80 12.60	50.10 62.49 100.20 116.15 153.86 166.46 205.26 217.86 256.66 269.26
Telephone	04/28/2020 05/12/2020 05/29/2020 06/12/2020 06/29/2020 07/13/2020 07/29/2020 08/12/2020 08/31/2020 09/14/2020 09/29/2020	Expense Expense Expense Expense Expense Expense Expense Expense Expense	Grasshopper Line2 Grasshopper Line2 Grasshopper Line2 Grasshopper Line2 Grasshopper	GRASSHOPPER.COM LOGMEIN.COM MA 04/27 www.line2.com 888-3176574 CA 05/11 GRASSHOPPER.COM LOGMEIN.COM MA 05/28 www.line2.com 888-3176574 CA 06/11 GRASSHOPPER.COM LOGMEIN.COM MA 06/28 www.line2.com 888-3176574 CA 07/11 GRASSHOPPER.COM LOGMEIN.COM MA 07/28 www.line2.com 888-3176574 CA 08/11 GRASSHOPPER.COM LOGMEIN.COM MA 08/28 www.line2.com 888-3176574 CA 09/11 GRASSHOPPER.COM LOGMEIN.COM MA 08/28	10010 Chase 2718 Checking 10010 Chase 2718 Checking	37.71 12.39 37.71 15.95 37.71 12.60 38.80 12.60 38.80 12.60 38.80	50.10 62.49 100.20 116.15 153.86 166.46 205.26 217.86 256.66 269.26 308.06
Telephone	04/28/2020 05/12/2020 05/29/2020 06/12/2020 06/29/2020 07/13/2020 07/29/2020 08/12/2020 08/31/2020 09/14/2020 09/29/2020 10/13/2020	Expense	Grasshopper Line2 Grasshopper	GRASSHOPPER.COM LOGMEIN.COM MA 04/27 www.line2.com 888-3176574 CA 05/11 GRASSHOPPER.COM LOGMEIN.COM MA 05/28 www.line2.com 888-3176574 CA 06/11 GRASSHOPPER.COM LOGMEIN.COM MA 06/28 www.line2.com 888-3176574 CA 07/11 GRASSHOPPER.COM LOGMEIN.COM MA 07/28 www.line2.com 888-3176574 CA 08/11 GRASSHOPPER.COM LOGMEIN.COM MA 08/28 www.line2.com 888-3176574 CA 09/11 GRASSHOPPER.COM LOGMEIN.COM MA 09/28 www.line2.com 888-3176574 CA 09/11	10010 Chase 2718 Checking 10010 Chase 2718 Checking	37.71 12.39 37.71 15.95 37.71 12.60 38.80 12.60 38.80 12.60 38.80 13.89	50.10 62.49 100.20 116.15 153.86 166.46 205.26 217.86 256.66 269.26 308.06 321.95
Telephone	04/28/2020 05/12/2020 05/29/2020 06/12/2020 06/29/2020 07/13/2020 07/29/2020 08/12/2020 08/31/2020 09/14/2020 09/29/2020 10/13/2020	Expense	Grasshopper Line2 Grasshopper Line2 Grasshopper Line2 Grasshopper Line2 Grasshopper Line2 Grasshopper	GRASSHOPPER.COM LOGMEIN.COM MA 04/27 www.line2.com 888-3176574 CA 05/11 GRASSHOPPER.COM LOGMEIN.COM MA 05/28 www.line2.com 888-3176574 CA 06/11 GRASSHOPPER.COM LOGMEIN.COM MA 06/28 www.line2.com 888-3176574 CA 07/11 GRASSHOPPER.COM LOGMEIN.COM MA 07/28 www.line2.com 888-3176574 CA 08/11 GRASSHOPPER.COM LOGMEIN.COM MA 08/28 www.line2.com 888-3176574 CA 09/11 GRASSHOPPER.COM LOGMEIN.COM MA 08/28	10010 Chase 2718 Checking 10010 Chase 2718 Checking	37.71 12.39 37.71 15.95 37.71 12.60 38.80 12.60 38.80 12.60 38.80 13.89 38.88	50.10 62.49 100.20 116.15 153.86 166.46 205.26 217.86 256.66 269.26 308.06 321.95 360.83
Telephone	04/28/2020 05/12/2020 05/29/2020 06/12/2020 06/29/2020 07/13/2020 07/29/2020 08/12/2020 08/31/2020 09/14/2020 10/13/2020 10/30/2020 11/12/2020	Expense	Grasshopper Line2 Grasshopper	GRASSHOPPER.COM LOGMEIN.COM MA 04/27 www.line2.com 888-3176574 CA 05/11 GRASSHOPPER.COM LOGMEIN.COM MA 05/28 www.line2.com 888-3176574 CA 06/11 GRASSHOPPER.COM LOGMEIN.COM MA 06/28 www.line2.com 888-3176574 CA 07/11 GRASSHOPPER.COM LOGMEIN.COM MA 07/28 www.line2.com 888-3176574 CA 08/11 GRASSHOPPER.COM LOGMEIN.COM MA 08/28 www.line2.com 888-3176574 CA 09/11 GRASSHOPPER.COM LOGMEIN.COM MA 09/28 www.line2.com 888-3176574 CA 09/11 GRASSHOPPER.COM LOGMEIN.COM MA 10/29 www.line2.com 888-3176574 CA 01/11	10010 Chase 2718 Checking 10010 Chase 2718 Checking	37.71 12.39 37.71 15.95 37.71 12.60 38.80 12.60 38.80 12.60 38.80 13.89 38.88 13.17	50.10 62.49 100.20 116.15 153.86 166.46 205.26 217.86 256.66 269.26 308.06 321.95 360.83 374.00
Telephone	04/28/2020 05/12/2020 05/29/2020 06/12/2020 06/29/2020 07/13/2020 07/29/2020 08/12/2020 08/31/2020 09/14/2020 09/29/2020 10/13/2020	Expense	Grasshopper Line2 Grasshopper	GRASSHOPPER.COM LOGMEIN.COM MA 04/27 www.line2.com 888-3176574 CA 05/11 GRASSHOPPER.COM LOGMEIN.COM MA 05/28 www.line2.com 888-3176574 CA 06/11 GRASSHOPPER.COM LOGMEIN.COM MA 06/28 www.line2.com 888-3176574 CA 07/11 GRASSHOPPER.COM LOGMEIN.COM MA 07/28 www.line2.com 888-3176574 CA 08/11 GRASSHOPPER.COM LOGMEIN.COM MA 08/28 www.line2.com 888-3176574 CA 09/11 GRASSHOPPER.COM LOGMEIN.COM MA 09/28 www.line2.com 888-3176574 CA 09/11 GRASSHOPPER.COM LOGMEIN.COM MA 09/28 www.line2.com 888-3176574 CA 09/11 GRASSHOPPER.COM LOGMEIN.COM MA 10/29	10010 Chase 2718 Checking 10010 Chase 2718 Checking	37.71 12.39 37.71 15.95 37.71 12.60 38.80 12.60 38.80 12.60 38.80 13.89 38.88 13.17 38.88	50.10 62.49 100.20 116.15 153.86 166.46 205.26 217.86 256.66 269.26 308.06 321.95 360.83 374.00 412.88
Telephone	04/28/2020 05/12/2020 05/29/2020 06/12/2020 06/29/2020 07/13/2020 07/29/2020 08/12/2020 08/31/2020 09/14/2020 10/13/2020 10/30/2020 11/12/2020 11/30/2020 12/14/2020	Expense	Grasshopper Line2 Grasshopper	GRASSHOPPER.COM LOGMEIN.COM MA 04/27 www.line2.com 888-3176574 CA 05/11 GRASSHOPPER.COM LOGMEIN.COM MA 05/28 www.line2.com 888-3176574 CA 06/11 GRASSHOPPER.COM LOGMEIN.COM MA 06/28 www.line2.com 888-3176574 CA 07/11 GRASSHOPPER.COM LOGMEIN.COM MA 07/28 www.line2.com 888-3176574 CA 08/11 GRASSHOPPER.COM LOGMEIN.COM MA 08/28 www.line2.com 888-3176574 CA 09/11 GRASSHOPPER.COM LOGMEIN.COM MA 09/28 www.line2.com 888-3176574 CA 09/11 GRASSHOPPER.COM LOGMEIN.COM MA 10/29 www.line2.com 888-3176574 CA 11/11 GRASSHOPPER.COM LOGMEIN.COM MA 11/28 www.line2.com 888-3176574 CA 11/11	10010 Chase 2718 Checking	37.71 12.39 37.71 15.95 37.71 12.60 38.80 12.60 38.80 12.60 38.80 13.89 38.88 13.17 38.88	50.10 62.49 100.20 116.15 153.86 166.46 205.26 217.86 256.66 269.26 308.06 321.95 360.83 374.00 412.88 426.05
	04/28/2020 05/12/2020 05/29/2020 06/12/2020 06/29/2020 07/13/2020 07/29/2020 08/12/2020 08/31/2020 09/29/2020 10/13/2020 10/30/2020 11/12/2020 11/30/2020	Expense	Grasshopper Line2 Grasshopper	GRASSHOPPER.COM LOGMEIN.COM MA 04/27 www.line2.com 888-3176574 CA 05/11 GRASSHOPPER.COM LOGMEIN.COM MA 05/28 www.line2.com 888-3176574 CA 06/11 GRASSHOPPER.COM LOGMEIN.COM MA 06/28 www.line2.com 888-3176574 CA 07/11 GRASSHOPPER.COM LOGMEIN.COM MA 07/28 www.line2.com 888-3176574 CA 08/11 GRASSHOPPER.COM LOGMEIN.COM MA 08/28 www.line2.com 888-3176574 CA 09/11 GRASSHOPPER.COM LOGMEIN.COM MA 09/28 www.line2.com 888-3176574 CA 09/11 GRASSHOPPER.COM LOGMEIN.COM MA 10/29 www.line2.com 888-3176574 CA 11/11 GRASSHOPPER.COM LOGMEIN.COM MA 11/28	10010 Chase 2718 Checking 10010 Chase 2718 Checking	37.71 12.39 37.71 15.95 37.71 12.60 38.80 12.60 38.80 13.89 38.88 13.17 38.88 13.17 38.88	50.10 62.49 100.20 116.15 153.86 166.46 205.26 217.86 256.66 269.26 308.06 321.95 360.83 374.00 412.88
Total for Telephone	04/28/2020 05/12/2020 05/29/2020 06/12/2020 06/29/2020 07/13/2020 07/29/2020 08/12/2020 08/31/2020 09/14/2020 10/13/2020 10/30/2020 11/12/2020 11/30/2020 12/14/2020	Expense	Grasshopper Line2 Line2 Grasshopper	GRASSHOPPER.COM LOGMEIN.COM MA 04/27 www.line2.com 888-3176574 CA 05/11 GRASSHOPPER.COM LOGMEIN.COM MA 05/28 www.line2.com 888-3176574 CA 06/11 GRASSHOPPER.COM LOGMEIN.COM MA 06/28 www.line2.com 888-3176574 CA 07/11 GRASSHOPPER.COM LOGMEIN.COM MA 07/28 www.line2.com 888-3176574 CA 08/11 GRASSHOPPER.COM LOGMEIN.COM MA 08/28 www.line2.com 888-3176574 CA 09/11 GRASSHOPPER.COM LOGMEIN.COM MA 09/28 www.line2.com 888-3176574 CA 09/11 GRASSHOPPER.COM LOGMEIN.COM MA 10/29 www.line2.com 888-3176574 CA 11/11 GRASSHOPPER.COM LOGMEIN.COM MA 11/28 www.line2.com 888-3176574 CA 11/11	10010 Chase 2718 Checking	\$ 37.71 12.39 37.71 15.95 37.71 12.60 38.80 12.60 38.80 12.60 38.80 13.89 38.88 13.17 38.88	50.10 62.49 100.20 116.15 153.86 166.46 205.26 217.86 256.66 269.26 308.06 321.95 360.83 374.00 412.88 426.05
	04/28/2020 05/12/2020 05/29/2020 06/12/2020 06/29/2020 07/13/2020 07/29/2020 08/12/2020 08/31/2020 09/14/2020 09/29/2020 10/30/2020 11/12/2020 11/30/2020 12/14/2020 12/29/2020	Expense	Grasshopper Line2 Grasshopper	GRASSHOPPER.COM LOGMEIN.COM MA 04/27 www.line2.com 888-3176574 CA 05/11 GRASSHOPPER.COM LOGMEIN.COM MA 05/28 www.line2.com 888-3176574 CA 06/11 GRASSHOPPER.COM LOGMEIN.COM MA 06/28 www.line2.com 888-3176574 CA 07/11 GRASSHOPPER.COM LOGMEIN.COM MA 07/28 www.line2.com 888-3176574 CA 08/11 GRASSHOPPER.COM LOGMEIN.COM MA 08/28 www.line2.com 888-3176574 CA 09/11 GRASSHOPPER.COM LOGMEIN.COM MA 09/28 www.line2.com 888-3176574 CA 09/11 GRASSHOPPER.COM LOGMEIN.COM MA 10/29 www.line2.com 888-3176574 CA 11/11 GRASSHOPPER.COM LOGMEIN.COM MA 11/28 www.line2.com 888-3176574 CA 12/11 GRASSHOPPER.COM LOGMEIN.COM MA 11/28 www.line2.com 888-3176574 CA 12/11 GRASSHOPPER.COM LOGMEIN.COM MA 12/28	10010 Chase 2718 Checking	\$ 37.71 12.39 37.71 15.95 37.71 12.60 38.80 12.60 38.80 12.60 38.80 13.89 38.88 13.17 38.88 13.17 38.88	50.10 62.49 100.20 116.15 153.86 166.46 205.26 217.86 256.66 269.26 308.06 321.95 360.83 374.00 412.88 426.05 464.93
Total for Telephone	04/28/2020 05/12/2020 05/29/2020 06/12/2020 06/29/2020 07/13/2020 07/29/2020 08/12/2020 08/31/2020 09/14/2020 10/13/2020 10/30/2020 11/12/2020 11/30/2020 12/14/2020	Expense	Grasshopper Line2 Line2 Grasshopper	GRASSHOPPER.COM LOGMEIN.COM MA 04/27 www.line2.com 888-3176574 CA 05/11 GRASSHOPPER.COM LOGMEIN.COM MA 05/28 www.line2.com 888-3176574 CA 06/11 GRASSHOPPER.COM LOGMEIN.COM MA 06/28 www.line2.com 888-3176574 CA 07/11 GRASSHOPPER.COM LOGMEIN.COM MA 07/28 www.line2.com 888-3176574 CA 08/11 GRASSHOPPER.COM LOGMEIN.COM MA 08/28 www.line2.com 888-3176574 CA 09/11 GRASSHOPPER.COM LOGMEIN.COM MA 09/28 www.line2.com 888-3176574 CA 09/11 GRASSHOPPER.COM LOGMEIN.COM MA 10/29 www.line2.com 888-3176574 CA 11/11 GRASSHOPPER.COM LOGMEIN.COM MA 11/28 www.line2.com 888-3176574 CA 11/11	10010 Chase 2718 Checking	\$ 37.71 12.39 37.71 15.95 37.71 12.60 38.80 12.60 38.80 13.89 38.88 13.17 38.88 13.17 38.88	50.10 62.49 100.20 116.15 153.86 166.46 205.26 217.86 256.66 269.26 308.06 321.95 360.83 374.00 412.88 426.05

05/13/2020	Expense	Freelancer.com		Bank Clearing	30.99	54.36
05/14/2020	Expense	GoDaddy	sheldonfoods.com domain registration	Bank Clearing	25.55	79.91
06/05/2020	Expense	GoDaddy		10010 Chase 2718 Checking	20.00	99.91
06/15/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 06/13	10010 Chase 2718 Checking	20.00	119.91
07/06/2020	Expense	GoDaddy	GODADDY.COM 480-5058855 AZ 07/04	10010 Chase 2718 Checking	20.00	139.91
07/24/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 07/23	10010 Chase 2718 Checking	20.00	159.91
08/27/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 08/26	10010 Chase 2718 Checking	20.00	179.91
09/08/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 09/04	10010 Chase 2718 Checking	20.00	199.91
09/15/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 09/14	10010 Chase 2718 Checking	20.00	219.91
10/05/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-505-8855 AZ 10/04	10010 Chase 2718 Checking	20.00	239.91
10/29/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-505-8855 AZ 10/04	10010 Chase 2718 Checking	20.00	259.91
11/05/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-505-8855 AZ 10/04	10010 Chase 2718 Checking	20.00	279.91
11/27/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-505-8855 AZ 10/04	10010 Chase 2718 Checking	20.00	299.91
12/07/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-505-8855 AZ 10/04	10010 Chase 2718 Checking	20.00	319.91
12/15/2020	Expense	GoDaddy	DNH*GODADDY.COM 480-5058855 AZ 12/14	10010 Chase 2718 Checking	20.00	339.91
				\$	339.91	
				\$	15,025.73	
				-\$	15,025.73	

Total for Website
Total for Expenses
Net Income

Thursday, Mar 25, 2021 02:35:56 AM GMT-7 - Accrual Basis

From Chase 7/13/21		nces to SBI	Reimbursements From SBI
23-Jun	\$	175.00	
28-Jun			\$ 60.00
1-Jul	\$	25.00	
2-Jul	\$	1,000.00	
6-Jul			\$ 90.00
6-Jul	\$	75.00	
8-Jul	\$	500.00	
From Chase 8/11/21			
30-Jul	\$	100.00	
2-Aug	\$ \$	150.00	
11-Aug	\$	40.00	
From Chase 9/1/21			
30-Aug	\$	500.00	
30-Aug	\$	50.00	
25-Aug	\$ \$	100.00	
25-Aug	\$	10.00	
	\$	2,725.00	\$ 150.00
Net advances	\$	2,575.00	
Less: \$200 per period typical advance	\$	600.00	_
Reimbursement available	\$	1,975.00	
Reimbursement taken on 9/1/21	\$	1,660.00	
Greenline payoff	¢	402.65	
Greenarrow payoff	٠ (	1,157.81	
Siccilariow payori	<u> </u>	1,560.46	-
To checking account	\$	100.00	
	\$ \$ \$ \$	1,660.46	-

#### Please make the following changes:

- 1. The correct entity name is GPR INC
- 2. Change the heading Profit and Loss Account to Income Statement
- 3. Delete the word annexed in footer so it reads The Notes form...... on all pages
- 4. Balance Sheet As Of instead of As At please
- 5. All funds advanced by SBI are part of GPR's capital stack, no loan from SBI
- 6. Payments to Oregon Secretary of State and Registered Agent are organization expenses
- 7. Address for GPR is 1210 City Place, Edgewater, NJ 07020
- 8. Change Notes to the Accounts to Notes to Financial Statements
- 9. If you plan to round the figures to the nearest dollar, please actually do so
- 10. Remove signature blocks on the bottom of each page
- 11. Once edited and approved by me, place all financial statement contents in a Word document, add a title page and clean opinion for auditor to sign.

# FINANCIAL STATEMENTS JULY-2021

GPR INC.

#### INDEPENDENT AUDITORS' REPORT

#### Report on the Financial Statements

We have audited the accompanying financial statements of **GPR INC** which comprise the balance sheet as of July 31, 2021, and the related Income Statement, Changes in Equity, a summary of significant accounting policies, and other explanatory notes.

#### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the approved accounting standards as applicable in the USA. This responsibility includes designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; selecting and applying appropriate accounting policies; and making accounting estimates that are reasonable in the circumstances.

#### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Standards on Auditing as applicable in USA. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### Opinion

In our opinion, and to the best of information and according to the explanations given to us, the financial statements give a true and fair view of the financial position of **GPR INC.** as of July 31, 2021 and its' Income statement for the period then ended are drawn in conformity with the information provided.

Date:	ABC & Co.
	CHARTERED ACCOUNTANTS
	Fngagement Partner: ARC

#### GPR INC BALANCE SHEET AS OF JULY 31, 2021

	2021		
<u>NOTE</u>	USD		
ASSETS			
Current Assets	\$ -		
Property, Plant and Equipment	\$ -		
Other Assets	\$ -		
	\$ -		
Total Assets	\$ -		
LIABILITIES AND SHAREHOLDERS' EQUITY			
Liabilities			
Current Liabilities	\$ -		
Non-current Liabilities	\$ -		
Total Liabilities	\$ -		
Shareholders' Equity			
Common Stock: Nominal Value \$0.00001:Authorized Shares 500,000; Issued 2021100,000; 20200	\$ 867		
Retained Earnings	\$ (867)		
	\$ -		
	\$ -		

The notes from 1 to 12 form an integral part of these financial statements.

## GPR INC INCOME STATEMENT FOR THE PERIOD ENDED JULY 31, 2021

		2021		
	NOTE			
Revenues		\$	-	
Cost of Sales		\$	-	
Gross Profit		\$	-	
General and Administrative Expenses	6	\$	(812)	
Sales and Marketing Expenses	7	\$	(56)	
Operating Profit/(Loss)		\$	(867)	
Other Income		\$	-	
Financial Expenses		\$	<u>-</u> _	
Profit/(Loss) For The Period Before Taxes		\$	(867)	
Taxes		\$	-	
Profit/(Loss) For The Period After Taxes		\$	(867)	
The notes from 1 to 12 form an integral part of	these financ	ial state	ments.	

### GPR INC STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY FOR THE PERIOD ENDED JULY 31, 2021

- -	Share Capital		Retained Earnings			Total
<u>-</u>				USD		
Balance As Of Incorporation On July 12	\$	-	\$	-	\$	-
Common Stock Issued			\$	867	\$	867
Profit/(Loss) For The Period	\$	-	\$	(867)	\$	(867)
Balance as of JULY 31, 2021	\$		\$	-	\$	-

The notes from 1 to 12 form an integral part of these financial statements.

#### **GPR INC**

### NOTES TO THE FINANCIAL STATEMENTS FOR THE PERIOD ENDED JULY 31, 2021

#### 1 STATUS AND NATURE OF BUSINESS:

GPR INC is a C corporation formed on July 12,2021. The company is located at 1210 City Place, Edgewater, NJ 07020 USA. It is registered as a DOMESTIC BUSINESS CORPORATION in the State of Oregon. The Company has one full-time employee. It is engaged in developing organic grainfed beef and pork products for wholesale and retail sale in the western United States.

#### 2 STATEMENT OF COMPLIANCE

These financial statements have been prepared in compliance with Generally Accepted Accounting Principles.

#### 3 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The following accounting policies have been consistently applied in dealing with items which are considered significant to the business financial statements.

#### 3.1 Basis of Preparation

These financial statements are prepared based upon historical costs.

#### 3.2 Basis of Accounting

Financial statements are prepared on an accrual basis. Transactions are recognized when they occur, not when cash is received.

#### 5 Subsequent Events

Events after the balance sheet date was prepared are accounted for using ASC Topic 855. Subsequent events are as follows:

#### 5.1 Funding

7

The Company is in the initial stages of raising funds under SEC Regulation CF on the WeFunder platform. The Company has accululated reservations of approxiamtely \$13,000, including \$10,000 from its lead investor and \$3,000 from other investors on the first day reservations were taken.

#### **6 GENERAL AND ADMINISTRATIVE EXPENSES**

Travelling Expenses	\$ 590
Hotels and Restaurants Charges	\$ 122
Legal and Professional Charges	\$ 100
	\$ 812
SALES AND MARKETING EXPENSES	
Advertisment Charges	\$ 56
Other	\$ -

56

#### 8 TRANSACTIONS WITH RELATED PARTIES

Related party	Relationship	Nature of transaction		Transaction	]
Related party	Relationship	Nature of transaction		2021	

Parent (Sheldon Beef Inc) Parent

Shares Issued

867

100,000 shares of common stock were issued to parent company Sheldon Beef Inc in 2021.

#### 9 DATE OF AUTHORIZATION

These accounts were approved by the Board of Directors of the Company on September 4, 2021.

#### 10 NUMBER OF EMPLOYEES

Total number of permanent employees as of July 31, 2021.

1

#### 11 GENERAL

- All dollar amounts have been rounded off to the nearest USD.

	eldon Beef Inc Account ctions as of 6/14/2022	570482718		Routing		21202337
Details	Posting Date Description	Amount		Туре	Balanc	e
DEBIT	6/14/2022 ONLINE TRANSFER TO CHK8815 TRANSACTION#: 14574741936 06/14	\$	(0.75)	ACCT_XFER		
DEBIT	6/13/2022 www.line2.com 888-3176574 CA 06/11	\$	(15.25)	DEBIT_CARD	\$	0.75
DEBIT	6/10/2022 Online Transfer to CHK8815 transaction#: 14550286762 06/10	\$		ACCT_XFER	\$	16.00
DEBIT CREDIT	6/10/2022 Online Transfer to CHK8815 transaction#: 14547636953 06/10 6/9/2022 Online Transfer from CHK8815 transaction#: 14540422434	\$ \$		ACCT_XFER ACCT_XFER	\$ \$	36.00 46.00
DEBIT	6/6/2022 Online Transfer from CRK8815 transaction#: 14510444970 06/06	\$		ACCT_XFER	\$	46.00
DEBIT	6/6/2022 DNH*GODADDY.COM https://www.g AZ 06/04	\$		DEBIT CARD	\$	25.42
CREDIT	6/6/2022 Online Transfer from CHK0896 transaction#: 14508891805	\$		ACCT_XFER	\$	30.41
DEBIT	5/31/2022 MONTHLY SERVICE FEE	\$	(15.00)	FEE_TRANSACTION	\$	30.38
DEBIT	5/31/2022 HP *INSTANT INK 855-785-2777 CA 05/27	\$		DEBIT_CARD	\$	45.38
CREDIT	5/25/2022 Online Transfer from CHK8815 transaction#: 14420037879	\$		ACCT_XFER	\$	50.70
DEBIT CREDIT	5/23/2022 DNH*GODADDY.COM 480-5058855 AZ 05/22 5/23/2022 Online Transfer from CHK8815 transaction#: 14400297957	\$ \$		DEBIT_CARD ACCT XFER	\$ \$	0.70 6.69
CREDIT	5/16/2022 Online Transfer from CHK8815 transaction#: 14342049896	\$		ACCT_XFER	\$	0.69
DEBIT	5/13/2022 DNH*GODADDY.COM 480-5058855 AZ 05/12	\$		DEBIT CARD	\$	(19.31)
DEBIT	5/12/2022 www.line2.com 888-3176574 CA 05/11	\$	(15.25)	DEBIT_CARD	\$	0.86
CREDIT	5/11/2022 Online Transfer from CHK8815 transaction#: 14316876485	\$	11.00	ACCT_XFER	\$	16.11
CREDIT	5/6/2022 Online Transfer from CHK8815 transaction#: 14280805450	\$		ACCT_XFER	\$	5.11
DEBIT	5/6/2022 Claim reversal: CORPORATE FILINGS LLC 888-7898466 WY 04/18 Claimld: 46474766110000	\$ (	200.00)		\$	(14.89)
DEBIT DEBIT	5/5/2022 DNH*GODADDY.COM https://www.g AZ	\$ \$		DEBIT_CARD	\$ \$	185.11 190.10
CREDIT	4/29/2022 MONTHLY SERVICE FEE 4/29/2022 Online Transfer from CHK8815 transaction#: 14223831052	\$ \$		FEE_TRANSACTION ACCT_XFER	\$	205.10
DEBIT	4/28/2022 ORIG CO NAME:WELLS FARGO CARD ORIG ID:3411650794 DESC DATE:042722 CO ENTRY DES	; ; \$		ACH DEBIT	\$	160.10
DEBIT	4/28/2022 HP *INSTANT INK 855-785-2777 CA 04/27	\$		DEBIT CARD	\$	250.10
CREDIT	4/27/2022 Online Transfer from CHK8815 transaction#: 14203079260	\$		ACCT_XFER	\$	303.40
DEBIT	4/26/2022 CORPORATE FILINGS LLC 888-7898466 WY 04/19	\$	200.00	DEBIT_CARD	\$	253.40
DEBIT	4/25/2022 DNH*GODADDY.COM https://www.g AZ 04/22	\$	(5.99)	DEBIT_CARD	\$	53.40
CREDIT	4/22/2022 Reversal: INSUFFICIENT FUNDS FEE FOR A \$200.00	\$		REFUND_TRANSACTION	\$	59.39
CREDIT	4/22/2022 Reversal: CORPORATE FILINGS LLC 888-7898466 WY 04/18 ClaimId: 464747661100001	•	200.00		\$	25.39
CREDIT	4/21/2022 Online Transfer from CHK8815 transaction#: 14161496700	\$		ACCT_XFER	\$	(174.61)
DEBIT DEBIT	4/19/2022 INSUFFICIENT FUNDS FEE FOR A \$200.00 CARD PURCHASE - DETAILS: 0418CORPORATE FILING 4/19/2022 CORPORATE FILINGS LLC 888-7898466 WY 04/18			FEE_TRANSACTION DEBIT CARD	\$ \$	(224.61) (190.61)
DEBIT	4/12/2022 www.line2.com 888-3176574 CA 04/11	\$ ( \$		DEBIT_CARD	\$	9.39
CREDIT	4/12/2022 Online Transfer from CHK8815 transaction#: 14097272033	\$		ACCT_XFER	\$	24.64
DEBIT	4/5/2022 Online Transfer to CHK8815 transaction#: 14043439577 04/05	\$		ACCT_XFER	\$	4.64
DEBIT	4/5/2022 DNH*GODADDY.COM 480-5058855 AZ 04/04	\$	(4.99)	DEBIT_CARD	\$	9.64
CREDIT	4/4/2022 Online Transfer from CHK8815 transaction#: 14038764311	\$	10.00	ACCT_XFER	\$	14.63
CREDIT	4/4/2022 Online Transfer from CHK8815 transaction#: 14035719044	\$		ACCT_XFER	\$	4.63
DEBIT	4/4/2022 Claim reversal: HP *INSTANT INK 855-785-2777 CA 02/19 ClaimId: 564739739800001	\$	(44.77)		\$	(25.37)
DEBIT	3/31/2022 MONTHLY SERVICE FEE	\$		FEE_TRANSACTION	\$ \$	19.40
CREDIT DEBIT	3/28/2022 HP *INSTANT INK 855-785-2777 CA 0 3/24/2022 ORIG CO NAME:WELLS FARGO CARD ORIG ID:3411650794 DESC DATE:032322 CO ENTRY DES	۶ : د		MISC_CREDIT ACH_DEBIT	\$ \$	34.40 28.02
DEBIT	3/23/2022 DNH*GODADDY.COM 480-5058855 AZ 03/22	\$		DEBIT CARD	\$	78.02
CREDIT	3/23/2022 Online Transfer from CHK8815 transaction#: 13947509892	\$		ACCT XFER	\$	84.01
DEBIT	3/22/2022 Online Transfer to CHK8815 transaction#: 13939202347 03/22	\$	(5.00)	ACCT_XFER	\$	44.01
DEBIT	3/22/2022 Online Transfer to CHK8815 transaction#: 13937104676 03/22	\$	(10.00)	ACCT_XFER	\$	49.01
DEBIT	3/21/2022 HP *INSTANT INK 855-785-2777 CA 03/18	\$	(44.77)	DEBIT_CARD	\$	59.01
DEBIT	3/21/2022 HP *INSTANT INK 855-785-2777 CA 03/18	\$		DEBIT_CARD	\$	103.78
CREDIT	3/18/2022 Reversal: MONTHLY SERVICE FEE ClaimId: 5647397	\$		ADJUSTMT_REVERSAL	\$	65.39
CREDIT	3/18/2022 Reversal: HP *INSTANT INK 855-785-2777 CA 02/19 Claimld: 564739739800001	\$	44.77	DEBIT CARD	\$ \$	50.39
DEBIT CREDIT	3/14/2022 www.line2.com 888-3176574 CA 03/11 3/11/2022 Online Transfer from CHK8815 transaction#: 13855736130	\$ \$		ACCT XFER	\$ \$	5.62 20.92
DEBIT	3/7/2022 DNH*GODADDY.COM 480-5058855 AZ 03/04	\$		DEBIT_CARD	Ś	0.92
CREDIT	3/4/2022 Online Transfer from CHK0896 transaction#: 13811216375	\$		ACCT XFER	\$	5.91
CREDIT	3/3/2022 Online Transfer from CHK8815 transaction#: 13795668764	\$	20.00	ACCT_XFER	\$	0.91
DEBIT	3/3/2022 Claim reversal: ENGAGEBAY INC., WWW.ENGAGEBAY CA 11/19 Claimld: 8047248534100	\$	(49.99)	ATM	\$	(19.09)
DEBIT	2/28/2022 MONTHLY SERVICE FEE	\$	(15.00)	FEE_TRANSACTION	\$	30.90
DEBIT	2/28/2022 Online Transfer to CHK8815 transaction#: 13757352128 02/28	\$		ACCT_XFER	\$	45.90
DSLIP	2/28/2022 REMOTE ONLINE DEPOSIT # 1	\$		CHECK_DEPOSIT	\$	47.90
DEBIT DEBIT	2/23/2022 DNH*GODADDY.COM https://www.g AZ 02/22 2/22/2022 HP *INSTANT INK 855-785-2777 CA 02/19	\$ \$		DEBIT_CARD DEBIT_CARD	\$ \$	7.90 13.89
CREDIT	2/22/2022 Online Transfer from CHK8815 transaction#: 13723274537	\$		ACCT_XFER	\$	67.19
CREDIT	2/22/2022 Online Transfer from CHK8815 transaction#: 13706958016	\$		ACCT XFER	\$	57.19
DEBIT	2/14/2022 www.line2.com 888-3176574 CA 02/11	\$		DEBIT_CARD	\$	27.19
CREDIT	2/11/2022 Online Transfer from CHK8815 transaction#: 13644415498	\$	40.00	ACCT_XFER	\$	40.30
DEBIT	2/9/2022 Online Transfer to CHK8815 transaction#: 13631058345 02/09	\$	(0.06)	ACCT_XFER	\$	0.30
DEBIT	2/7/2022 Online Transfer to CHK8815 transaction#: 13616567890 02/07	\$		ACCT_XFER	\$	0.36
DEBIT	2/7/2022 DNH*GODADDY.COM 480-5058855 AZ 02/04	\$		DEBIT_CARD	\$	3.36
CREDIT	2/4/2022 Online Transfer from CHK8815 transaction#: 13599377030	\$		ACCT_XFER	\$	8.35
CREDIT	2/3/2022 Online Transfer from CHK0896 transaction#: 13587342584	\$		ACCT_XFER	\$	3.35
DEBIT DEBIT	2/3/2022 Claim reversal: ENGAGEBAY INC., WWW.ENGAGEBAY CA 12/19 Claimld: 8547247877300 1/31/2022 MONTHLY SERVICE FEE	ر. \$	(49.99) (15.00)	FEE_TRANSACTION	\$ \$	(46.65) 3.34
DEBIT	1/31/2022 ORIG CO NAME:NJ.gov ORIG ID:1522077581 DESC DATE: CO ENTRY DESCR:NJ.gov Se	: \$		ACH_DEBIT	\$	18.34
CREDIT	1/31/2022 Online Transfer from CHK8815 transaction#: 13548951632	\$		ACCT_XFER	\$	93.84

DEBIT	1/25/2022 ENGAGEBAY INC., WWW.ENGAGEBAY CA 01/24	\$ 49.99	DEBIT_CARD	\$	73.84
DEBIT	1/24/2022 Online Transfer to CHK8815 transaction#: 13513735570 01/24	\$ (10.00)	ACCT_XFER	\$	23.85
DEBIT	-,-,,		DEBIT_CARD	\$	33.85
DEBIT	, ,		ACCT_XFER	\$	39.84
DEBIT	1/21/2022 Online Realtime Transfer to DB TOTAL CHECKING 8815 transaction#: 13499438419 reference#: 1		ACCT_XFER	\$	69.84
DEBIT	1/20/2022 HP *INSTANT INK 855-785-2777 CA 01/19 1/19/2022 Online Realtime Transfer to DB TOTAL CHECKING 8815 transaction#: 13483744497 reference#: !		DEBIT_CARD	\$ \$	89.84
DEBIT DEBIT	1/19/2022 ENGAGEBAY INC., WWW.ENGAGEBAY CA 01/19		ACCT_XFER DEBIT_CARD	\$ \$	110.09 130.09
CREDIT			ADJUSTMT_REVERSAL	\$	180.08
CREDIT	, .,		ADJUSTMT REVERSAL	Ś	165.08
CREDIT	, .,	\$ 49.99	_	\$	150.08
CREDIT		\$ 49.99		\$	100.09
CREDIT	1/19/2022 Reversal: ENGAGEBAY INC., WWW.ENGAGEBAY CA 10/19 ClaimId: 404719794580001	\$ 49.99	ATM	\$	50.10
DEBIT	1/12/2022 www.line2.com 888-3176574 CA 01/11	\$ (13.11)	DEBIT_CARD	\$	0.11
CREDIT	1/11/2022 Online Transfer from CHK0896 transaction#: 13426450108	\$ 10.00	ACCT_XFER	\$	13.22
DEBIT	-,-,		DEBIT_CARD	\$	3.22
CREDIT	1/4/2022 Online Transfer 13357905017 from DB TOTAL CHECKING #####8815 transaction #: 1335790501		ACCT_XFER	\$	8.21
DEBIT	12/31/2021 MONTHLY SERVICE FEE		FEE_TRANSACTION	\$	(11.79)
DEBIT	12/24/2021 ORIG CO NAME:WELLS FARGO CARD ORIG ID:3411650794 DESC DATE:122321 CO ENTRY DES		ACH_DEBIT	\$ \$	3.21
CREDIT DEBIT	12/24/2021 Online Transfer from CHK8815 transaction#: 13304202138		ACCT_XFER	\$ \$	304.44 3.21
DEBIT	, -, - , - , - , - , - , - , - , - , -		DEBIT_CARD DEBIT_CARD	\$	9.20
DEBIT			DEBIT_CARD	\$	60.37
CREDIT			ACCT XFER	\$	110.36
DEBIT	, ,	•	DEBIT CARD	\$	10.36
CREDIT	12/13/2021 Online Transfer from CHK8815 transaction#: 13210568680		ACCT_XFER	\$	23.59
DEBIT	12/7/2021 Online Realtime Transfer to DB TOTAL CHECKING 8815 transaction#: 13182847608 reference#: !	\$ (50.00)	ACCT_XFER	\$	3.59
CREDIT	12/7/2021 Online Transfer from CHK0896 transaction#: 13182843339	\$ 50.00	ACCT_XFER	\$	53.59
DEBIT	· · ·		DEBIT_CARD	\$	3.59
CREDIT		•	ACCT_XFER	\$	34.56
DEBIT	, ,		DEBIT_CARD	\$	9.56
DEBIT			FEE_TRANSACTION	\$ \$	39.55
CREDIT DEBIT			ACCT_XFER DEBIT CARD	\$ \$	54.55 4.55
DEBIT	· ·		DEBIT_CARD	\$	43.82
CREDIT	, ,		ACCT XFER	\$	55.80
DEBIT	···	•	DEBIT_CARD	\$	5.80
CREDIT			ACCT_XFER	\$	25.79
DEBIT	11/23/2021 DNH*GODADDY.COM https://www.g AZ 11/22		DEBIT_CARD	\$	5.79
DEBIT	11/22/2021 Online Transfer to CHK8815 transaction#: 13073289866 11/22	\$ (10.00)	ACCT_XFER	\$	11.78
DEBIT	11/22/2021 Online Transfer to CHK8815 transaction#: 13065947573 11/22	\$ (5.00)	ACCT_XFER	\$	21.78
DEBIT			DEBIT_CARD	\$	26.78
CREDIT			ACCT_XFER	\$	82.21
CREDIT	• •	•	ACCT_XFER	\$	62.21
DEBIT			DEBIT_CARD	\$	0.25
CREDIT DEBIT	11/19/2021 Online Transfer from CHK0896 transaction#: 13054548103 11/16/2021 Online Realtime Transfer to DB TOTAL CHECKING 8815 transaction#: 13031940733 reference#: !	•	ACCT_XFER ACCT_XFER	\$ \$	50.24 0.24
DEBIT	11/15/2021 DNH*GODADDY.COM 480-5058855 AZ 11/14		DEBIT CARD	\$	10.24
DEBIT	11/15/2021 Online Realtime Transfer to DB TOTAL CHECKING 8815 transaction#: 13009266345 reference#:		ACCT XFER	\$	25.23
DEBIT			DEBIT_CARD	\$	45.23
DEBIT	· · ·		ACCT_XFER	\$	58.46
DEBIT			DEBIT_CARD	\$	108.46
CREDIT	11/5/2021 Online Transfer from CHK8815 transaction#: 12957793508	\$ 80.00	ACCT_XFER	\$	139.43
CREDIT		•	ACCT_XFER	\$	59.43
DEBIT			DEBIT_CARD	\$	(2.53)
DEBIT			DEBIT_CARD	\$	27.46
CREDIT			ACCT_XFER	\$	30.83
DEBIT			DEBIT_CARD	\$ \$	5.83
CREDIT DEBIT			ACCT_XFER BILLPAY	\$ \$	45.10 20.10
DEBIT			ACCT_XFER	\$	70.10
DEBIT			DEBIT_CARD	\$	145.10
CREDIT			ACCT XFER	\$	157.08
DEBIT			ACCT_XFER	\$	7.08
DEBIT	10/25/2021 DNH*GODADDY.COM https://www.g AZ 10/23	\$ (19.99)	DEBIT_CARD	\$	12.08
DEBIT			ACCT_XFER	\$	32.07
DEBIT			DEBIT_CARD	\$	42.07
DEBIT			ACCT_XFER	\$	48.06
CREDIT			ACCT_XFER	\$	53.06
DEBIT			DEBIT_CARD	\$	3.06
DEBIT			DEBIT_CARD	\$	57.43
CREDIT DEBIT			ACCT_XFER DEBIT_CARD	\$ \$	60.80 10.80
CREDIT			ACCT XFER	\$ \$	60.79
DEBIT			DEBIT_CARD	\$	10.79
DEBIT			DEBIT_CARD	\$	25.78
DEBIT			ACCT_XFER	\$	39.01

DEBIT	10/7/2021	Online Transfer to CHK8815 transaction#: 12755020030 10/07	\$	(5.00)	ACCT_XFER	\$	89.01
DEBIT	10/5/2021	DNH*GODADDY.COM 480-505-8855 AZ 10/04	\$	(30.97)	DEBIT_CARD	\$	94.01
CREDIT	10/4/2021	NYJ REFUND OF MONTHLY SERVICE FEE Charged 09302021	\$	15.00	REFUND_TRANSACTION	\$	124.98
DEBIT		DNH*GODADDY.COM 480-5058855 AZ 09/30	\$		DEBIT_CARD	\$	109.98
DEBIT		MONTHLY SERVICE FEE	\$		FEE_TRANSACTION	\$	139.97
DEBIT		Online Payment 12694178472 To Emil Schmiedhauser 09/30	\$		BILLPAY	\$	154.97
DEBIT		GRASSHOPPER.COM LOGMEIN.COM MA 09/28	\$ \$		DEBIT_CARD	\$	204.97
DEBIT DEBIT		DNH*GODADDY.COM 480-5058855 AZ 09/26 DNH*GODADDY.COM 480-5058855 AZ 09/23	\$ \$		DEBIT_CARD DEBIT_CARD	\$ \$	244.66 256.64
DEBIT		DNH*GODADDY.COM 480-5058855 AZ 09/22	\$		DEBIT_CARD	\$	276.63
DEBIT		HP *INSTANT INK 855-785-2777 CA 09/19	\$		DEBIT_CARD	\$	282.62
DEBIT		ENGAGEBAY INC., WWW.ENGAGEBAY CA 09/19	\$		DEBIT_CARD	\$	306.07
DEBIT	9/15/2021	DNH*GODADDY.COM 480-5058855 AZ 09/14	\$		DEBIT_CARD	\$	356.06
DEBIT	9/14/2021	Freelancer.com London 09/10	\$	(15.65)	DEBIT_CARD	\$	371.05
DEBIT	9/14/2021	Freelancer.com London 09/10	\$	(85.93)	DEBIT_CARD	\$	386.70
DEBIT	9/13/2021	Online Realtime Transfer to DB TOTAL CHECKING 8815 transaction#: 12574276754 reference#: !		(150.00)	ACCT_XFER	\$	472.63
DEBIT		www.line2.com 888-3176574 CA 09/11	\$	(13.33)	DEBIT_CARD	\$	622.63
CREDIT		Online Transfer from CHK0896 transaction#: 12560138621	\$		ACCT_XFER	\$	635.96
DEBIT		Online Realtime Transfer to DB TOTAL CHECKING 8815 transaction#: 12542042448 reference#: !	\$		ACCT_XFER	\$	135.96
DEBIT		Upwork -411223783REF 165-08534100 CA 09/07	\$		DEBIT_CARD	\$	185.96
DEBIT DEBIT		ENVATO 59611737 ENVATO.COM UT 09/06 DNH*GODADDY.COM 480-5058855 AZ 09/04	\$ \$		DEBIT_CARD DEBIT_CARD	\$ \$	494.96 515.82
CREDIT		Online Transfer from CHK0896 transaction#: 12542039315	\$		ACCT XFER	\$	546.79
DEBIT		Online Transfer to CHK8815 transaction#: 12518918717 09/03	\$		ACCT XFER	\$	216.93
DEBIT		Freelancer.com London 08/29	\$		DEBIT_CARD	\$	266.93
DEBIT		Online Transfer to CHK8815 transaction#: 12502729685 09/01	\$		ACCT XFER	\$	799.19
CREDIT		Online Transfer from CHK0896 transaction#: 12502706801	\$	1,000.00	ACCT_XFER	\$	2,459.19
DEBIT	8/31/2021	MONTHLY SERVICE FEE	\$	(15.00)	FEE_TRANSACTION	\$	1,459.19
DEBIT	8/31/2021	DNH*GODADDY.COM https://www.g AZ 08/30	\$		DEBIT_CARD	\$	1,474.19
DEBIT		GRASSHOPPER.COM LOGMEIN.COM MA 08/28	\$	(39.69)	DEBIT_CARD	\$	1,504.18
DEBIT		Freelancer.com London 08/25	\$		DEBIT_CARD	\$	1,543.87
DEBIT		Freelancer.com London 08/25	\$		DEBIT_CARD	\$	1,554.71
DEBIT		Freelancer.com London 08/25	\$ \$		DEBIT_CARD	\$ \$	1,583.59
CREDIT CREDIT		Online Transfer from CHK8815 transaction#: 12472404630 Online Transfer from CHK8815 transaction#: 12477818843	\$ \$		ACCT_XFER ACCT_XFER	\$	1,614.58 1,564.58
CREDIT		Online Transfer from CHK0896 transaction#: 12477812823	\$		ACCT_XFER	\$	1,064.58
DEBIT		DNH*GODADDY.COM 480-5058855 AZ 08/26	\$		DEBIT_CARD	\$	64.58
DEBIT		Freelancer.com London 08/22	\$		DEBIT CARD	\$	76.56
DEBIT		Freelancer.com London 08/22	\$		DEBIT_CARD	\$	83.00
DEBIT	8/27/2021	Freelancer.com London 08/22	\$		DEBIT_CARD	\$	257.21
DEBIT	8/27/2021	Freelancer.com London 08/22	\$	(10.02)	DEBIT_CARD	\$	288.20
DEBIT	8/26/2021	FACEBK S4YGC5P462 650-5434800 CA 08/25	\$	(46.22)	DEBIT_CARD	\$	298.22
DEBIT		Freelancer.com London 08/21	\$	(7.97)	DEBIT_CARD	\$	344.44
CREDIT		Online Transfer from CHK8815 transaction#: 12451363154	\$		ACCT_XFER	\$	352.41
CREDIT		Online Transfer from CHK8815 transaction#: 12455005159	\$		ACCT_XFER	\$	342.41
DEBIT		DNH*GODADDY.COM 480-5058855 AZ 08/23	\$		DEBIT_CARD	\$	242.41
CREDIT DEBIT		Online Transfer from CHK8815 transaction#: 12444677429  DNH*GODADDY.COM https://www.g AZ 08/22	\$ \$		ACCT_XFER DEBIT CARD	\$ \$	262.40 162.40
DEBIT		DNH*GODADDY.COM https://www.g AZ 08/22 Freelancer.com London 08/17	\$		DEBIT_CARD	\$	168.39
DEBIT	-, -, -	Freelancer.com London 08/17	Ś		DEBIT_CARD	\$	393.75
CREDIT		Online Transfer from CHK8815 transaction#: 12440545846	\$		ACCT XFER	\$	424.74
DEBIT		HP *INSTANT INK 855-785-2777 CA 08/19	\$		DEBIT CARD	\$	324.74
DEBIT	8/20/2021	Freelancer.com London 08/15	\$		DEBIT_CARD	\$	327.93
DEBIT	8/19/2021	ENGAGEBAY INC., WWW.ENGAGEBAY CA 08/19	\$	(49.99)	DEBIT_CARD	\$	329.76
DEBIT	8/19/2021	CHEAPSSLSECURITY COM 307-2789490 WY 08/19	\$	(89.10)	DEBIT_CARD	\$	379.75
CREDIT	8/18/2021	Online Transfer from CHK8815 transaction#: 12411664583	\$	100.00	ACCT_XFER	\$	468.85
CREDIT		Online Transfer from CHK8815 transaction#: 12404012595	\$		ACCT_XFER	\$	368.85
CREDIT		Zelle payment from DENNIS BREWER 12400986082	\$		QUICKPAY_CREDIT	\$	168.85
DEBIT		DNH*GODADDY.COM 480-5058855 AZ 08/15	\$		DEBIT_CARD	\$	(31.15)
DEBIT		DNH*GODADDY.COM 480-505-8855 AZ 08/14	\$ \$	, ,	DEBIT_CARD	\$ \$	1.00
DEBIT CREDIT		ENVATO 59342023 ENVATO.COM UT 08/13  Zelle payment from DENNIS BREWER 12383839156	\$ \$		DEBIT_CARD QUICKPAY_CREDIT	\$ \$	35.98 61.10
DEBIT		www.line2.com 888-3176574 CA 08/11	\$		DEBIT CARD	\$	38.10
CREDIT		Zelle payment from DENNIS BREWER 12359586144	\$	, ,	QUICKPAY_CREDIT	\$	51.53
DEBIT		Freelancer.com London 08/01	\$		DEBIT_CARD	\$	11.53
DEBIT		Freelancer.com London 08/01	\$	, ,	DEBIT_CARD	\$	17.97
DEBIT	8/5/2021	DNH*GODADDY.COM https://www.g AZ 08/04	\$		DEBIT_CARD	\$	130.29
DEBIT	8/5/2021	Freelancer.com London 07/31	\$	(30.99)	DEBIT_CARD	\$	161.26
DEBIT	8/5/2021	Freelancer.com London 07/31	\$	(50.30)	DEBIT_CARD	\$	192.25
DEBIT	8/4/2021	Freelancer.com London 07/30	\$	(1.12)	DEBIT_CARD	\$	242.55
DEBIT		Freelancer.com London 07/30	\$		DEBIT_CARD	\$	243.67
DEBIT		Freelancer.com London 07/30	\$		DEBIT_CARD	\$	247.04
DEBIT		FREEPIK & FLATICON MALAGA 08/01	\$		DEBIT_CARD	\$	349.64
DEBIT		DNH*GODADDY.COM 480-505-8855 AZ 07/30  Zollo payment from DENNIS RPEWER 12201527228	\$ \$		DEBIT_CARD	\$ \$	364.63
CREDIT DEBIT		Zelle payment from DENNIS BREWER 12291527338  MONTHLY SERVICE FEE	\$		QUICKPAY_CREDIT FEE TRANSACTION	\$ \$	394.62 244.62
CREDIT		Zelle payment from DENNIS BREWER 12281515365	\$		QUICKPAY_CREDIT	\$ \$	259.62
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DEBIT	7/29/2021 GRASSHOPPER.COM LOGMEIN.COM MA 07/28	\$	(20.60)	DEDIT CARD	\$	159.62
		\$		DEBIT_CARD	\$	199.31
DEBIT	· · · · · · · · · · · · · · · · · · ·			DEBIT_CARD		
DEBIT	7/26/2021 FACEBK 2NNXN47462 650-5434800 CA 07/25	\$		DEBIT_CARD	\$	211.29
DEBIT	7/26/2021 DNH*GODADDY.COM 480-5058855 AZ 07/23	\$		DEBIT_CARD	\$	229.65
DEBIT	7/23/2021 DNH*GODADDY.COM 480-5058855 AZ 07/22	\$	(5.99)	DEBIT_CARD	\$	249.64
DEBIT	7/22/2021 HP *INSTANT INK 855-785-2777 CA 07/21	\$	(3.19)	DEBIT_CARD	\$	255.63
DEBIT	7/21/2021 FACEBK 9M63M4F462 650-5434800 CA 07/20	\$	(35.00)	DEBIT_CARD	\$	258.82
DEBIT	7/15/2021 DNH*GODADDY.COM 480-5058855 AZ 07/14	\$	(34.98)	DEBIT CARD	\$	293.82
DEBIT	7/12/2021 OR SEC STATE CORPDIV 503-9865376 OR 07/11	\$	(100.00)	DEBIT_CARD	\$	328.80
DEBIT	7/12/2021 CORPORATE FILINGS LLC 888-7898466 WY 07/11	\$		DEBIT CARD	\$	428.80
DEBIT	7/12/2021 www.line2.com 888-3176574 CA 07/11	\$		_	\$	463.80
				DEBIT_CARD		
DEBIT	7/12/2021 FACEBK R8DX343562 650-5434800 CA 07/11	\$		DEBIT_CARD	\$	477.13
DEBIT	7/8/2021 SEPTA FARE MACHINE PHILADELPHIA PA 779360 07/08	\$		DEBIT_CARD	\$	502.13
DEBIT	7/8/2021 AFRICA LOUNGE CNCRS A SEATTLE WA 07/08	\$	(23.81)	DEBIT_CARD	\$	511.38
CREDIT	7/8/2021 Zelle payment from DENNIS BREWER 12138310219	\$	500.00	QUICKPAY_CREDIT	\$	535.19
DEBIT	7/7/2021 MOTEL 6 #4076 REDMOND OR 07/07	\$	(121.54)	DEBIT_CARD	\$	35.19
DEBIT	7/7/2021 ORIG CO NAME:CITI PAYMENT ORIG ID:CITIGPUIBS DESC DATE:210706 CO ENTRY DESCR:P/	\$	(100.00)	ACH_DEBIT	\$	156.73
DEBIT	7/7/2021 JFK LEGRAND COMPTOIR 11 JAMAICA NY 07/06	Ś		DEBIT_CARD	\$	256.73
DEBIT	7/7/2021 ACME 1777 EDGEWATER NJ 07/06	Ś		DEBIT_CARD	\$	279.63
DEBIT	7/6/2021 ACME 1777 EDGEWATER NJ 07/06 Purchase \$3.18 Cash Back \$100.00	\$		DEBIT_CARD	\$	299.00
		•		_		
DEBIT	7/6/2021 Zelle payment to Dennis Brewer 12119226759	\$		QUICKPAY_DEBIT	\$	402.18
DEBIT	7/6/2021 FACEBK NJ2SM47562 650-5434800 CA 07/06	\$		DEBIT_CARD	\$	492.18
DEBIT	7/6/2021 DNH*GODADDY.COM 480-5058855 AZ 07/04	\$	(30.97)	DEBIT_CARD	\$	507.18
DEBIT	7/6/2021 FACEBK P32LH4K462 650-5434800 CA 07/03	\$	(5.55)	DEBIT_CARD	\$	538.15
DEBIT	7/6/2021 DELTA AIR 00624622397 DELTA.COM CA 07/02	\$	(534.40)	DEBIT_CARD	\$	543.70
CREDIT	7/6/2021 Zelle payment from DENNIS BREWER 12109677443	\$	75.00	QUICKPAY CREDIT	\$	1,078.10
CREDIT	7/2/2021 Zelle payment from DENNIS BREWER 12099068811	\$	1.000.00	QUICKPAY CREDIT	\$	1,003.10
DEBIT	7/1/2021 FACEBK CKX4J47562 650-5434800 CA 07/01	Ś		DEBIT_CARD	\$	3.10
CREDIT	7/1/2021 Zelle payment from DENNIS BREWER 12084633947	\$		QUICKPAY CREDIT	\$	13.10
		۶ \$		_		
DEBIT	6/30/2021 MONTHLY SERVICE FEE	•		FEE_TRANSACTION	\$	(11.90)
DEBIT	6/30/2021 FACEBK QYJFX3B562 650-5434800 CA 06/29	\$		DEBIT_CARD	\$	3.10
DEBIT	6/29/2021 GRASSHOPPER.COM LOGMEIN.COM MA 06/28	\$		DEBIT_CARD	\$	13.10
DEBIT	6/28/2021 Zelle payment to Dennis Brewer 12065561302	\$	(60.00)	QUICKPAY_DEBIT	\$	53.02
DEBIT	6/28/2021 FACEBK 8A77Y37462 650-5434800 CA 06/27	\$	(10.00)	DEBIT_CARD	\$	113.02
DEBIT	6/28/2021 DNH*GODADDY.COM 480-505-8855 AZ 06/26	\$	(11.98)	DEBIT_CARD	\$	123.02
DEBIT	6/24/2021 DNH*GODADDY.COM 480-505-8855 AZ 06/23	\$	(14.99)	DEBIT_CARD	\$	135.00
DEBIT	6/24/2021 DNH*GODADDY.COM 480-505-8855 AZ 06/23	\$		DEBIT_CARD	\$	149.99
DEBIT	6/23/2021 DNH*GODADDY.COM https://www.g AZ 06/22	\$		DEBIT_CARD	\$	173.87
CREDIT	6/23/2021 Zelle payment from DENNIS BREWER 12031669514	\$		QUICKPAY_CREDIT	\$	179.86
		•		_		
DEBIT	6/21/2021 HP *INSTANT INK 855-785-2777 CA 06/19	\$		DEBIT_CARD	\$	4.86
DEBIT	6/15/2021 DNH*GODADDY.COM https://www.g AZ 06/14	\$		DEBIT_CARD	\$	8.05
DEBIT	6/14/2021 www.line2.com 888-3176574 CA 06/11	\$		DEBIT_CARD	\$	43.03
DEBIT	6/7/2021 DNH*GODADDY.COM 480-505-8855 AZ 06/04	\$	(30.97)	DEBIT_CARD	\$	56.40
DEBIT	6/3/2021 Zelle payment to Dennis Brewer 11901988876	\$	(45.00)	QUICKPAY_DEBIT	\$	87.37
DEBIT	6/1/2021 GRASSHOPPER.COM LOGMEIN.COM MA 05/28	\$	(39.92)	DEBIT_CARD	\$	132.37
DEBIT	5/28/2021 MONTHLY SERVICE FEE	\$	(15.00)	FEE_TRANSACTION	\$	172.29
DEBIT	5/27/2021 DNH*GODADDY.COM 480-5058855 AZ 05/26	\$	(11.98)	DEBIT CARD	\$	187.29
CREDIT	5/26/2021 Zelle payment from DENNIS BREWER 11846799975	Ś		QUICKPAY_CREDIT	\$	199.27
DEBIT	5/24/2021 DNH*GODADDY.COM 480-5058855 AZ 05/22	Ś		DEBIT_CARD	\$	(0.73)
DEBIT	5/20/2021 HP *INSTANT INK 855-785-2777 CA 05/19	\$		_	\$	5.26
		<i>ې</i>		DEBIT_CARD	,	
DEBIT	5/17/2021 DNH*GODADDY.COM 480-5058855 AZ 05/14	\$		DEBIT_CARD	>	8.45
DEBIT	5/17/2021 DNH*GODADDY.COM 480-5058855 AZ 05/14	\$		DEBIT_CARD	\$	115.31
CREDIT	5/14/2021 Zelle payment from DENNIS BREWER 11773264998	\$		QUICKPAY_CREDIT	\$	49.40
DEBIT	5/12/2021 DNH*GODADDY.COM 480-5058855 AZ 05/11	\$	(12.17)	DEBIT_CARD	\$	35.40
DEBIT	5/12/2021 www.line2.com 888-3176574 CA 05/11	\$	(13.37)	DEBIT_CARD	\$	47.57
DEBIT	5/5/2021 DNH*GODADDY.COM 480-5058855 AZ 05/04	\$	(30.97)	DEBIT_CARD	\$	60.94
DEBIT	4/30/2021 MONTHLY SERVICE FEE	\$	(15.00)	FEE_TRANSACTION	\$	91.91
DEBIT	4/29/2021 DNH*GODADDY.COM https://www.g AZ 04/28	\$		DEBIT_CARD	\$	106.91
DEBIT	4/29/2021 GRASSHOPPER.COM LOGMEIN.COM MA 04/28	\$		DEBIT_CARD	\$	119.08
CREDIT	4/28/2021 Zelle payment from DENNIS BREWER 11659273019	ċ		QUICKPAY CREDIT	\$	159.00
	• • • • • •	ç		_	\$	
DEBIT	4/27/2021 INSUFFICIENT FUNDS FEE FOR A \$11.98 CARD PURCHASE - DETAILS: 0426DNH*GODADDY.CO	\$ ¢		FEE_TRANSACTION		(41.00)
DEBIT	4/27/2021 DNH*GODADDY.COM https://www.g AZ 04/26	\$		DEBIT_CARD	\$	(7.00)
DEBIT	4/23/2021 DNH*GODADDY.COM https://www.g AZ 04/22	\$		DEBIT_CARD	\$	4.98
DEBIT	4/20/2021 Zelle payment to Dennis S Brewer 11613733582	\$	(10.00)	QUICKPAY_DEBIT	\$	10.97
DEBIT	4/20/2021 HP *INSTANT INK 855-785-2777 CA 04/19	\$	(3.19)	DEBIT_CARD	\$	20.97
DEBIT	4/15/2021 DNH*GODADDY.COM 480-5058855 AZ 04/14	\$	(34.98)	DEBIT_CARD	\$	24.16
CREDIT	4/14/2021 Zelle payment from DENNIS BREWER 11574746899	\$		QUICKPAY_CREDIT	\$	59.14
DEBIT	4/12/2021 www.line2.com 888-3176574 CA 04/11	\$		DEBIT_CARD	\$	54.14
DEBIT	4/8/2021 Zelle payment to Dennis S Brewer 11539130883	\$		QUICKPAY_DEBIT	\$	67.51
DEBIT	4/8/2021 Zelle payment to Dennis S Brewer 11538322213	\$		QUICKPAY_DEBIT	\$	87.51
DEBIT	4/7/2021 Zelle payment to Dennis S Brewer 11529002376	\$		QUICKPAY DEBIT	\$	97.51
		\$ \$		_	\$ \$	
DEBIT	4/5/2021 DNH*GODADDY.COM 480-505-8855 AZ 04/04			DEBIT_CARD		107.51
DEBIT	3/31/2021 MONTHLY SERVICE FEE	\$		FEE_TRANSACTION	\$	138.48
DEBIT	3/29/2021 GRASSHOPPER.COM LOGMEIN.COM MA 03/28	\$		DEBIT_CARD	\$	153.48
DEBIT	3/29/2021 DNH*GODADDY.COM 480-5058855 AZ 03/26	\$	(11.98)	DEBIT_CARD	\$	193.10
CREDIT	3/24/2021 Zelle payment from DENNIS BREWER 11436569922	\$	165.00	QUICKPAY_CREDIT	\$	205.08
DEBIT	3/23/2021 DNH*GODADDY.COM 480-5058855 AZ 03/22	\$	(5.99)	DEBIT_CARD	\$	40.08

DEBIT	3/22/2021 HP *INSTANT INK 855-785-2777 CA 03/20		\$ (3.19)	DEBIT_CARD	\$	46.07
DEBIT	3/15/2021 DNH*GODADDY.COM 480-5058855 AZ 03/2	.4		DEBIT CARD	\$	49.26
CREDIT	3/15/2021 QuickPay with Zelle payment from DENNIS BREWEI			QUICKPAY_CREDIT	\$	84.24
CREDIT	3/15/2021 QuickPay with Zelle payment from DENNIS BREWEI			QUICKPAY CREDIT	\$	74.24
CREDIT	3/15/2021 QuickPay with Zelle payment from DENNIS BREWE			QUICKPAY_CREDIT	\$	54.24
CREDIT	3/15/2021 INSUFFICIENT FUNDS FEE REFUND		\$ 34.00	REFUND_TRANSACTION	\$	(10.76)
DEBIT	3/12/2021 INSUFFICIENT FUNDS FEE FOR A \$13.33 CARD PURG	HASE - DETAILS: 0311www.line2.com 888	\$ (34.00)	FEE_TRANSACTION	\$	(44.76)
DEBIT	3/12/2021 www.line2.com 888-3176574 CA 03/11		\$ (13.33)	DEBIT_CARD	\$	(10.76)
DEBIT	3/5/2021 DNH*GODADDY.COM https://www.g AZ 03/	04	\$ (30.97)	DEBIT_CARD	\$	2.57
DEBIT	3/1/2021 GRASSHOPPER.COM LOGMEIN.COM MA 02	/28	\$ (39.62)	DEBIT_CARD	\$	33.54
DEBIT	3/1/2021 DNH*GODADDY.COM 480-5058855 AZ 02/3	16	\$ (11.98)	DEBIT_CARD	\$	73.16
DEBIT	2/26/2021 MONTHLY SERVICE FEE			FEE_TRANSACTION	\$	85.14
CREDIT	2/26/2021 QuickPay with Zelle payment from DENNIS BREWE			QUICKPAY_CREDIT	\$	100.14
DEBIT	2/23/2021 DNH*GODADDY.COM 480-5058855 AZ 02/3	2		DEBIT_CARD	\$	0.14
DEBIT	2/22/2021 HP *INSTANT INK 855-785-2777 CA 02/19			DEBIT_CARD	\$	6.13
DEBIT	2/18/2021 DNH*GODADDY.COM 480-5058855 AZ 02/			DEBIT_CARD	\$	9.32
CREDIT	2/17/2021 QuickPay with Zelle payment from DENNIS BREWE			QUICKPAY_CREDIT	\$	21.30
DEBIT	2/16/2021 DNH*GODADDY.COM https://www.g AZ 02/			DEBIT_CARD	\$	1.30
DEBIT	2/16/2021 Online Realtime Transfer to DB TOTAL CHECKING 8			ACCT_XFER	\$	36.28
CREDIT	2/16/2021 QuickPay with Zelle payment from DENNIS BREWEI	11191608636		QUICKPAY_CREDIT	\$	86.28
DEBIT DEBIT	2/12/2021 www.line2.com 888-3176574 CA 02/11 2/9/2021 Microsoft 425-6816830 WA 02/09			DEBIT_CARD DEBIT_CARD	\$ \$	56.28 69.61
DEBIT	2/8/2021 Online Realtime Transfer to DB TOTAL CHECKING 8	815 transaction#: 111/3028996 reference#:	(7.1.05)	ACCT XFER	\$	144.24
CREDIT	2/8/2021 QuickPay with Zelle payment from DENNIS BREWEI			QUICKPAY CREDIT	\$	164.24
CREDIT	2/8/2021 QuickPay with Zelle payment from DENNIS BREWEI			QUICKPAY CREDIT	\$	134.24
DEBIT	2/5/2021 DNH*GODADDY.COM 480-5058855 AZ 02/0			DEBIT CARD	\$	84.24
DEBIT	2/3/2021 Online Realtime Transfer to DB TOTAL CHECKING 8			ACCT XFER	Ś	115.21
DEBIT	1/29/2021 MONTHLY SERVICE FEE			FEE_TRANSACTION	Ś	135.21
DEBIT		/28		DEBIT CARD	\$	150.21
DEBIT	1/27/2021 DNH*GODADDY.COM 480-505-8855 AZ 01/			DEBIT_CARD	\$	189.83
CREDIT	1/27/2021 QuickPay with Zelle payment from DENNIS BREWEI	11072479770		QUICKPAY_CREDIT	\$	201.81
DEBIT	1/25/2021 DNH*GODADDY.COM EUROPE 480-5058855 AZ	01/22	\$ (5.99)	DEBIT_CARD	\$	1.81
CREDIT	1/22/2021 QuickPay with Zelle payment from DENNIS BREWE	11048079531	\$ 5.00	QUICKPAY_CREDIT	\$	7.80
DEBIT	1/20/2021 HP *INSTANT INK 855-785-2777 CA 01/19		\$ (3.19)	DEBIT_CARD	\$	2.80
DEBIT	1/19/2021 DNH*GODADDY.COM https://www.g AZ 01/	17	\$ (11.98)	DEBIT_CARD	\$	5.99
CREDIT	1/19/2021 QuickPay with Zelle payment from DENNIS BREWE	11029390248		QUICKPAY_CREDIT	\$	17.97
CREDIT	1/19/2021 QuickPay with Zelle payment from DENNIS BREWE	11018751740	\$ 10.00	QUICKPAY_CREDIT	\$	12.97
DEBIT	1/15/2021 DNH*GODADDY.COM https://www.g AZ 01/	14		DEBIT_CARD	\$	2.97
DEBIT	1/12/2021 www.line2.com 888-3176574 CA 01/11			DEBIT_CARD	\$	37.95
CREDIT	1/11/2021 QuickPay with Zelle payment from DENNIS BREWE			QUICKPAY_CREDIT	\$	51.28
DEBIT	1/6/2021 DNH*GODADDY.COM EUROPE 480-5058855 AZ	01/05		DEBIT_CARD	\$	1.28
CREDIT	1/6/2021 QuickPay with Zelle payment from DENNIS BREWE			QUICKPAY_CREDIT	\$	19.45
DEBIT	1/5/2021 DNH*GODADDY.COM 480-5058855 AZ 01/0			DEBIT_CARD	\$	14.45
DEBIT	1/5/2021 DNH*GODADDY.COM 480-5058855 AZ 01/0			DEBIT_CARD	\$ \$	222.12
DEBIT	1/4/2021 DNH*GODADDY.COM EUROPE 480-5058855 AZ	01/01		DEBIT_CARD	\$	45.42
DEBIT DEBIT	12/31/2020 MONTHLY SERVICE FEE 12/29/2020 GRASSHOPPER.COM LOGMEIN.COM MA 12	/28		FEE_TRANSACTION DEBIT CARD	\$	51.41 66.41
DEBIT		726 177581 DESC DATE: CO ENTRY DESCR:NJG(		ACH_DEBIT	\$	105.29
DEBIT	12/28/2020 DNH*GODADDY.COM EUROPE 480-5058855 AZ	12/26		DEBIT CARD	\$	180.79
CREDIT	12/23/2020 QuickPay with Zelle payment from DENNIS BREWEI			QUICKPAY CREDIT	\$	204.75
DEBIT	12/21/2020 HP *INSTANT INK 855-785-2777 CA 12/18	. 100, 050, 055		DEBIT_CARD	Ś	4.75
DEBIT	12/15/2020 DNH*GODADDY.COM 480-5058855 AZ 12/15	.4		DEBIT_CARD	\$	7.94
DEBIT	12/14/2020 www.line2.com 888-3176574 CA 12/11			DEBIT_CARD	\$	42.92
DEBIT	12/7/2020 DNH*GODADDY.COM 480-5058855 AZ 12/0	04		DEBIT_CARD	\$	56.09
DEBIT	11/30/2020 MONTHLY SERVICE FEE			FEE_TRANSACTION	\$	87.06
DEBIT	11/30/2020 GRASSHOPPER.COM LOGMEIN.COM MA 11	/28	\$ (38.88)	DEBIT_CARD	\$	102.06
DEBIT	11/27/2020 DNH*GODADDY.COM 480-5058855 AZ 11/2	16	\$ (11.98)	DEBIT_CARD	\$	140.94
DEBIT	11/27/2020 DNH*GODADDY.COM 480-5058855 AZ 11/3	.5		DEBIT_CARD	\$	152.92
CREDIT	11/25/2020 QuickPay with Zelle payment from DENNIS BREWE	10697865447		QUICKPAY_CREDIT	\$	205.87
DEBIT	11/19/2020 HP *INSTANT INK 855-785-2777 CA 11/18			DEBIT_CARD	\$	5.87
DEBIT	11/12/2020 www.line2.com 888-3176574 CA 11/11			DEBIT_CARD	\$	9.06
DEBIT	11/5/2020 DNH*GODADDY.COM 480-5058855 AZ 11/0	04		DEBIT_CARD	\$	22.23
DEBIT	10/30/2020 MONTHLY SERVICE FEE	/20		FEE_TRANSACTION	\$	53.20
DEBIT		/29		DEBIT_CARD	\$	68.20
DEBIT	10/29/2020 DNH*GODADDY.COM 480-5058855 AZ 10/3			DEBIT_CARD	\$	107.08
CREDIT DEBIT	10/28/2020 QuickPay with Zelle payment from DENNIS BREWEI 10/23/2020 DNH*GODADDY.COM 480-5058855 AZ 10/2			QUICKPAY_CREDIT DEBIT_CARD	\$ \$	154.04 4.04
DEBIT	10/19/2020 HP *INSTANT INK 855-785-2777 CA 10/18	<u>.                                    </u>		DEBIT_CARD	\$	10.03
DEBIT	10/19/2020 DNH*GODADDY.COM 480-5058855 AZ 10/19	.7		DEBIT_CARD	\$	13.22
DEBIT	10/13/2020 www.line2.com 888-3176574 CA 10/11		1	DEBIT_CARD	\$	25.20
DEBIT	10/5/2020 DNH*GODADDY.COM 480-505-8855 AZ 10/	04		DEBIT CARD	\$	39.09
DEBIT	9/30/2020 MONTHLY SERVICE FEE			FEE_TRANSACTION	\$	70.06
DEBIT		/28		DEBIT_CARD	\$	85.06
DEBIT	9/28/2020 DNH*GODADDY.COM 480-5058855 AZ 09/3			DEBIT_CARD	\$	123.86
DEBIT	9/23/2020 DNH*GODADDY.COM 480-5058855 AZ 09/2			DEBIT_CARD	\$	135.84
CREDIT	9/23/2020 QuickPay with Zelle payment from DENNIS BREWE	10336865947		QUICKPAY_CREDIT	\$	141.83
DEBIT	9/21/2020 HP *INSTANT INK 855-785-2777 CA 09/19		\$ (3.19)	DEBIT_CARD	\$	16.83

DEBIT	9/18/2020 DNH*GODADDY.COM 480-5058855 AZ 09/17	\$ (5.99)	DEBIT_CARD	\$ 20.02
DEBIT	9/18/2020 DNH*GODADDY.COM 480-5058855 AZ 09/17	\$	DEBIT CARD	\$ 26.01
CREDIT	9/16/2020 QuickPay with Zelle payment from DENNIS BREWER 10301378887	\$ 25.00	QUICKPAY_CREDIT	\$ 32.00
DEBIT	9/15/2020 DNH*GODADDY.COM 480-5058855 AZ 09/14	\$ (34.99)	DEBIT CARD	\$ 7.00
DEBIT	9/14/2020 ACME 1777 EDGEWATER NJ 330258 09/14	\$ (2.00)	DEBIT_CARD	\$ 41.99
DEBIT	9/14/2020 ACME 1777 EDGEWATER NJ 144528 09/13	\$ (1.49)	DEBIT_CARD	\$ 43.99
DEBIT	9/14/2020 ACME 1777 EDGEWATER NJ 057248 09/13	\$ (16.64)	DEBIT_CARD	\$ 45.48
DEBIT	9/14/2020 ACME 1777 EDGEWATER NJ 080206 09/12	\$ (3.49)	DEBIT_CARD	\$ 62.12
DEBIT	9/14/2020 www.line2.com 888-3176574 CA 09/11	\$ (12.60)	DEBIT_CARD	\$ 65.61
DEBIT	9/8/2020 DNH*GODADDY.COM 480-5058855 AZ 09/04	\$ (30.98)	DEBIT_CARD	\$ 78.21
DEBIT	8/31/2020 MONTHLY SERVICE FEE	\$ (15.00)	FEE_TRANSACTION	\$ 109.19
DEBIT	8/31/2020 GRASSHOPPER.COM LOGMEIN.COM MA 08/28	\$ (38.80)	DEBIT_CARD	\$ 124.19
DEBIT	8/27/2020 DNH*GODADDY.COM 480-5058855 AZ 08/26	\$ (37.97)	DEBIT_CARD	\$ 162.99
CREDIT	8/26/2020 QuickPay with Zelle payment from DENNIS BREWER 10178065893	\$ 200.00	QUICKPAY_CREDIT	\$ 200.96
DEBIT	8/20/2020 HP *INSTANT INK 855-785-2777 CA 08/19	\$ (3.19)	DEBIT_CARD	\$ 0.96
DEBIT	8/12/2020 www.line2.com 888-3176574 CA 08/11	\$ (12.60)	DEBIT_CARD	\$ 4.15
DEBIT	7/31/2020 MONTHLY SERVICE FEE	\$ (15.00)	FEE_TRANSACTION	\$ 16.75
DEBIT	7/29/2020 GRASSHOPPER.COM LOGMEIN.COM MA 07/28	\$ (38.80)	DEBIT_CARD	\$ 31.75
DEBIT	7/28/2020 STAPLES DIRECT 800-3333330 MA 07/27	\$ (15.98)	DEBIT_CARD	\$ 70.55
DEBIT	7/27/2020 DNH*GODADDY.COM 480-5058855 AZ 07/26	\$ (5.99)	DEBIT_CARD	\$ 86.53
DEBIT	7/24/2020 DNH*GODADDY.COM 480-5058855 AZ 07/23	\$ (34.99)	DEBIT_CARD	\$ 92.52
DEBIT	7/23/2020 DNH*GODADDY.COM 480-5058855 AZ 07/22	\$ (5.99)	DEBIT_CARD	\$ 127.51
CREDIT	7/22/2020 QuickPay with Zelle payment from DENNIS BREWER 9984950241	\$ 100.00	QUICKPAY_CREDIT	\$ 133.50
DEBIT	7/20/2020 HP *INSTANT INK 855-785-2777 CA 07/18	\$ (3.19)	DEBIT_CARD	\$ 33.50
DEBIT	7/20/2020 DNH*GODADDY.COM 480-5058855 AZ 07/17	\$ (5.99)	DEBIT_CARD	\$ 36.69
DEBIT	7/14/2020 STAPLES DIRECT 800-3333330 MA 07/13	\$ (10.65)	DEBIT_CARD	\$ 42.68
CREDIT	7/14/2020 QuickPay with Zelle payment from DENNIS BREWER 9943277828	\$ 100.00	QUICKPAY_CREDIT	\$ 53.33
DEBIT	7/13/2020 INSUFFICIENT FUNDS FEE FOR A \$12.60 CARD PURCHASE - DETAILS: 0711www.line2.com 888	\$ (34.00)	FEE_TRANSACTION	\$ (46.67)
DEBIT	7/13/2020 www.line2.com 888-3176574 CA 07/11	\$ (12.60)	DEBIT_CARD	\$ (12.67)
CREDIT	7/13/2020 QuickPay with Zelle payment from DENNIS BREWER 9929139252	\$ 50.00	QUICKPAY_CREDIT	\$ (0.07)
DEBIT	7/6/2020 INSUFFICIENT FUNDS FEE FOR A \$30.98 RECURRING CARD PURCHASE - DETAILS: 0704GODAD	\$ (34.00)	FEE_TRANSACTION	\$ (50.07)
DEBIT	7/6/2020 GODADDY.COM 480-5058855 AZ 07/04	\$ (30.98)	DEBIT_CARD	\$ (16.07)
DEBIT	6/30/2020 MONTHLY SERVICE FEE	\$ (15.00)	FEE_TRANSACTION	\$ 14.91
DEBIT	6/29/2020 GRASSHOPPER.COM LOGMEIN.COM MA 06/28	\$ (37.71)	DEBIT_CARD	\$ 29.91
DEBIT	6/29/2020 DNH*GODADDY.COM 480-5058855 AZ 06/26	\$ (5.99)	DEBIT_CARD	\$ 67.62
CREDIT	6/26/2020 QuickPay with Zelle payment from DENNIS BREWER 9840248690	\$ 60.00	QUICKPAY_CREDIT	\$ 73.61
DEBIT	6/23/2020 DNH*GODADDY.COM 480-5058855 AZ 06/22	\$ (5.99)	DEBIT_CARD	\$ 13.61
DEBIT	6/22/2020 HP *INSTANT INK 855-785-2777 CA 06/20	\$ (21.31)	DEBIT_CARD	\$ 19.60
CREDIT	6/22/2020 QuickPay with Zelle payment from DENNIS BREWER WFCT08C3JHLC	\$ 40.00	PARTNERFI_TO_CHASE	\$ 40.91
DEBIT	6/19/2020 STAPLES DIRECT 800-3333330 MA 06/18	\$ (15.98)	DEBIT_CARD	\$ 0.91
DEBIT	6/18/2020 DNH*GODADDY.COM 480-5058855 AZ 06/17	\$ (14.99)	DEBIT_CARD	\$ 16.89
DEBIT	6/18/2020 DNH*GODADDY.COM 480-5058855 AZ 06/17	\$ (5.99)	DEBIT_CARD	\$ 31.88
DEBIT	6/15/2020 DNH*GODADDY.COM 480-5058855 AZ 06/13	\$ (20.00)	DEBIT_CARD	\$ 37.87
CREDIT	6/15/2020 QuickPay with Zelle payment from DENNIS BREWER WFCT089ZL845	\$ 30.00	PARTNERFI_TO_CHASE	\$ 57.87

NOTE: ALL CHASE CHECKING TRANSACTIONS FROM FEB 2020 OPENING THROUGH DEC 31 2020 ARE SHOWN IN THE DOCUMENT ENTITLED 201231 SBI GENERAL LEDGER DETAIL. ALL TRANSACTIONS FROM 200615 (JUNE 15, 2020) TO CLOSURE OF ACCOUNT ON 220614 (JUNE 14, 2022 ARE SHOWN HERE. ORIGINAL CHASE BANK STATEMENTS ARE AVAILABLE UPON REQUEST.

Note by Lead Plaintiff re CapitalOne: This sequence of files marked with a C1 prefix to the file date contains information on a corrupted \$8.00 ACH transaction between two banks using the transmission process between Lead Plaintiff's computer and the receiving bank, as well as the subsequent refusal of CapitalOne to continue the collections process on two past due credit card accounts. This pattern of practice further indicates that there is a reasonable possibility of a spoof and/or hack of major financial institutions and/or NACHA systems by Defendant United States, which could imperil the financial integrity of the ACH system, as noted in Lead Plaintiff's letter to the US Attorney for the Southern District of New York at LP Evidentiary Exhibits pages 609-612.

June 29, 2022

Capital One

Attn: Collections Team – Autopay Chargeoffs

Salt Lake City, UT 84130-0285

Re: Autopay on charge-offs

I make two autopay payments each month on charged off cards, \$25.00 and \$24.99 respectively. The old account number of the bank account used for these payments ended in 8815 Chase Bank. This account has been closed. Following is the new account to be used for these autopay payments:

Wells Fargo Bank

Routing: 021200025

Account: 5783829749

By this letter you are authorized to take these payments from the new account.

**Dennis Brewer** 

1210 City Pl

Edgewater, NJ 07020

SSN: \*\*\*4236

July 19, 2022

Capital One

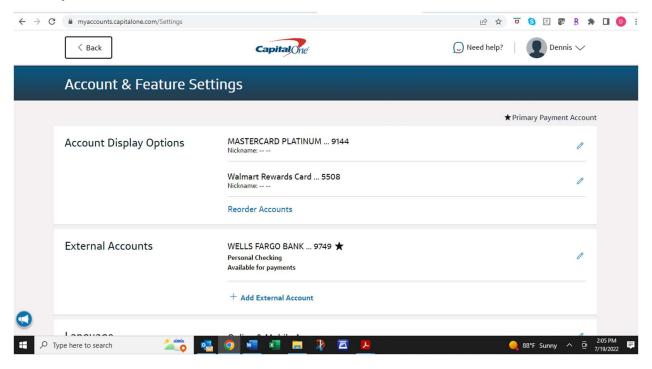
Attn: Disputes

P.O. Box 30279

Salt Lake City, UT 84130-0279

Good day – My CapitalOne account was wrongly charged a late payment fee on July 15, 2022, for a bounced ACH payment. The wrong account number was used when this ACH was charged.

Both the correct routing and account numbers were copied directly from the Wells Fargo site to your site to add this new external account.

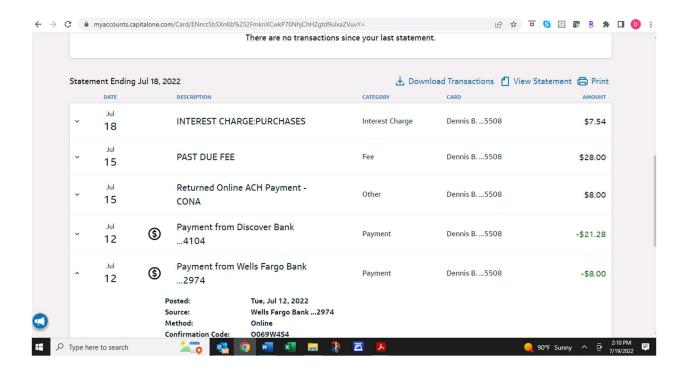


They are as follows:

Correct Account Number: 5783829749

Correct Routing Number: 021200025

The CapitalOne account reflects a bounced \$8.00 ACH from a Wells Fargo account ending in 2974. This appears to be either a malicious intervening hack or some software bug.



Please immediately remove the \$28.00 late payment charge from my account and the late payment record from my credit history. Charge the correct account number as the balance exceeds the \$8.00 payment amount as it did on the day the wrong account number ACH was attempted.

Sincerely,

**Dennis Brewer** 

1210 City Place

Edgewater, NJ 07020

August 1, 2022

Mr. Richard Fairbank CEO Capital One Financial Corp 1680 Capital One Drive McLean, VA 22102

Dear Mr. Fairbank:

Since you probably do not get to see the routine processes in your operation very often, I thought you might find it instructive how your Customer Service team supports (or not) your customers. I am attempting to continue my payments on two accounts which adverse circumstances forced to charge-off status. My effort is being stymied by your internal processes. Please see the enclosed correspondence for the dialog between your team and me.

I look forward to an appropriate resolution of this matter, so I can complete my payoff of this charged off account. Thanks for your attention to this matter.

Sincerely,

Dennis Brewer 1210 City Place Edgewater, NJ 07020 Dsbrewer923@hotmail.com

Enclosure: All correspondence related to my effort to change the account which is charged for payment of 2 charged-off accounts.

August 05, 2022

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DENNIS BREWER 1210 CITY PL 000053580

For California Residents: License number pending 80xx

EDGEWATER, NJ 07020--3143

Re: Capital One® account ending in 9144

For District of Columbia residents:

This is an attempt to collect this debt and any infor

(2) Your last account number with the original creditor;

(3) A copy of the signed contract, signed application, or other do

Dear DENNIS BREWER,

Thank you for contacting us regarding the payment discrepancy on your Capital One account.

Unfortunately, the request cannot be fulfilled. To update your banking information, we need the documentation on a letterhead from your financial institution confirming it's a valid account, with your name, type of account, correct bank routing number and full account number. Any temporary credits that were applied related to this dispute will be removed, and you will see the adjustment within 1-2 billing cycles.

If you have any questions, please give us a call at 1-800-258-9319. We're available Monday-Friday 8:00am-9:00pm ET.

NOTICE OF IMPORTANT INCHTS: YOU HAVE THE HOME TO BIAMS A VIRITIES OF CARE
REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEST NOT BE MADE TO YOU AT
YOUR PLACE OF EMPLOYMENT, ARY SUCH ORAL REQUEST WILL BE VALID FOR ONLY 10
DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED

Sincerely, as liam vd to ((zerovozeff) 6168-885-008-1 to (zerolizello)) 0000-886-008-1

Payment Investigations Capital One

© 2022 Capital One. Capital One is a federally registered service mark.



August 02, 2022

> Re: Capital One® account ending in 5508 Case Number: 220729184358825

#### Dear DENNIS BREWER,

Your bank returned a payment for \$8.00 made to your Capital One account on 07/12/2022. Returned payments are not reflected in your balance and would not be applied to any remaining minimum payment you may have.

To make a new payment you may contact our office directly or go online at capitalone.com. You'll be able to make a payment, subscribe to reminder alerts, use AutoPay and more. If you have questions about the returned payment, please contact your bank for more information.

If you have any questions, please give us a call at 1-800-955-7070. We're available 24 hours a day, 7 days a week.

Sincerely,

Payment Investigations Capital One

See enclosure for correct into.
Please resolve and recontact by
wail. Thanks

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Capital One Services, LLC P.O. Box 85168 Richmond, VA 23285-5168 (Return Mail Only)

Account Number: 5178058776583943 Customer Number: 1003638449

1000004

01 SP 0.570 \*\*SNGLP H1 1 8230 07020-314310 -C36-P00014-I

8/12/22



DENNIS BREWER 1210 CITY PL EDGEWATER, NJ 07020-3143

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#### Call Us

1-800-258-9319 Ext. 525-0110

#### Go Online

www.capitalone.com

#### Write to Us

Capital One Services, LLC P.O. Box 30285 Salt Lake City, UT 84130 (Not a payment address)

Dear DENNIS BREWER,

Thank you for contacting us about your Capital One account.

Please call 1-800-258-9319 Ext. 525-0110 for help with your request.

If your account is being serviced by a third-party agency, your call will automatically be routed to them.

Sincerely,

Capital One Services, LLC 1-800-258-9319 Ext. 525-0110

Puerto Rico Residents: You can request a copy of this document in Spanish.

Residentes de Puerto Rico: Pueden solicitar una copia de este documento en Español.

Hours of Operation: 8:00 a.m.-9:00 p.m. ET (M-F)

This letter is for informational purposes only and is not an attempt to collect a debt.

663651

FM417867 11/30/2022

August 13, 2022

Capital One Payment Investigations PO Box 31293 Salt Lake City, UT 84131-1293

Case Number: 220802200358574

Good day -

An interesting reply to say the least. Seems designed to minimize your institution's ability to collect on a past due debt, though I can only speculate on your motivation. While this series of impediments you have placed in the path to your collection of this debt is interesting, novel, and unlike any prior commercial debt collection I have ever seen, I believe I have a way to honor your request. Let's proceed as follows:

The Wells Fargo CEO will inevitably have to come to Washington, DC to answer for the bank's part in some future financial services scandal. So, when that happens, how about if your CEO meets that CEO in Statuary Hall at the Capitol? McLean is close to the Capitol, and they may well both be on the same House or Senate panel at the same hearings anyway. They can both wear dark blue suits, white shirts, and striped red and blue ties, so they'll be sure to recognize each other. A simple nod of the head by your CEO will acknowledge the Wells Fargo CEO, and he can pass the bank's letter with my account number and the appropriate routing number to your CEO. Signed, sealed, delivered. Sound good?

To be absolutely certain, the exchange will take place near the statue of Junipero Serra, he's the guy in a robe holding up a cross, so he's hard to miss. Hopefully, your CEO won't mind receiving this letter next to a statue placed by California. Anyway, this will echo the CIA Director's likely transit of the East Building Rotunda of the National Gallery of Art in Spring 1979 while I was on my first visit to the District of Columbia. I truly appreciated his mildly approving smile at the time (or maybe I thought it was some creepy pickup job, I can't remember for sure).

So, I must speculate on your strenuous efforts to avoid collecting these two past due credit card debts. Is it because of the thousands of dollars of overdraft fees charged by First Interstate Bank and Washington Mutual between the 1970 and the early 2000s as I used my checking account, then debit card? Or was it the tens of thousands spent on legal fees to collect debts due me from an employer, a prior business owner, and numerous customers? Or the approximately \$10,000 early pay-off penalty on my mortgage loan at the time of the forced sale of the Kirkland residence I had painstakingly remodeled over a decade? Or the fake Kewill North America CEO meeting at AeA in Washington, DC after the \$160,000 ShipNow bad check fraud? Or the forced write-downs of the CNA debts due from owner Cook (\$100K), HomeGrocer.com (\$250,000 net), and the failed Accu-Sort sorter install at CUC in Torrance (around \$400,000)? All of these were merely part of the series of financial frauds undertaken to limit my personal cash flow and move me from one situation to the next along, of course, with the various successful efforts to destabilize and destroy family life, take property, and propel me first to homelessness, then to psychiatric confinement including, of course, the inevitable padded cell and shots of unknown medications into my butt. I could go on, but these are merely a few of the highlights of constitutional liberties guaranteed to law-abiding citizens, provided they have badges, swore an oath,

and enjoy impunity under the contemporary interpretation of liberty to compromise rights in the name of unspeakable and unreviewable acts under the guise of national security.

I realize that atonement for sins is part of the healing process for the corrupt as recommended by psychologists and churches (seems they know more than we originally thought they did about this line of reasoning). But, alas, we have yet another system for this sort of atonement. It's known to most of us as the justice system, though it seems to have a somewhat limited application when it comes to institutional corruption, including, for example, attempts at mass murder foretold through visual evidence, and tossing people with dents in the back of their head to sidewalks from time to time. In any event, I appreciate the continued efforts to evade collection of a debt properly due from me to you. But perhaps we ought to resolve the entire matter before a jury. As a practicing deist I find the religious confessional form to be an inadequate remedy to the previously implemented system of constitutional interpretation known as "just us."

And, since indictments are the product of the grand jury process and the justice system, I will leave the wide variety of 18 U.S.C. offenses involved to be named by others in the time and manner of their choosing. Speaking only for myself, I refer you to the complaint and appeal against the United States and various other named and unnamed parties TBD which is currently pending in the United States Circuit Court for the District of Columbia, 22-5158.

Sincerely,

Dennis Brewer 1210 City Place Edgewater, Nj 07020

P.S. - The proper account and routing numbers are as follows:

Account 5783829749

Routing numbers

Direct deposits, electronic payments021200025

A copy of a recent Wells Fargo statement is enclosed so you may continue your collection efforts while we await the next banking and/or unhackable blockchain cryptocurrency scandal.