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February 14, 2024
via efilings

Adam Teitzman, Commission Clerk
Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Re: Docket No. 20230083-WS – Application for Increase in Water and Wastewater Rates in Orange County by Pluris Wedgefield, LLC.

Dear Mr. Teitzman:

On behalf of Pluris Wedgefield, LLC (“Pluris” or “Utility”) this letter is the response to Staff’s Eighth Data Request dated February 1, 2024.

- 1) The Utility’s MFR Schedules B-7 and B-8 provide a brief explanation of the shift in contractual services to in-house services, as reflected in the increase in Accounts 601/701 – Salaries & Wages - Employees and the decrease in Accounts 636/736 – Contractual Services - Other. The same explanation is provided for the 412.33 percent and 100 percent increase in Accounts 634/734 – Contractual Services - Management Fees and Accounts 650/750 – Transportation Expense, respectively.
 - a. Please provide a breakdown comparing, explaining, and justifying the increased services and costs allocated from the previous test year to the current in Accounts 634/734. As part of the Utility’s response, please include the same breakdown of allocated costs in the previous test year, as approved by the Commission, as provided in response to Item No. 1 in staff’s first data request.
Response: See the attached Expense Comparison file for the requested breakdown.

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- b. Please provide a breakdown of the expense approved by the Commission in Accounts 636/736 from the previous test year.
Response: The breakdown of Account 636 is detailed on MFR Schedule B-9, Lines 10-24. The breakdown of Account 736 is detailed on MFR Schedule B-9, Lines 25-41. The expenses in 2011 consisted of Meter Reading (\$9,426 Water / \$9,426 Wastewater) and Utility Operations (\$415,070 Water / \$424,796 Wastewater).
 - c. Please quantify the amount of expense in Accounts 636/736 that shifted to Accounts 634/734 from the previous test year.
Response: None of the expense in Accounts 636/736 from the previous test year has shifted to Accounts 634/734 for the current test year.
 - d. Based on the timeline of the shift in contractual services, please explain why the Utility's annual reports only reflect O&M expense recorded to Accounts 650/750 in 2021 and 2022.
Response: Prior to 2021, Transportation Expense was recorded to Accounts 675.19/775.19. Starting in 2021, it was recorded in Accounts 650.8/750.8.
- 2) For the following items, please refer to the general ledgers of Pluris Holdings and Pluris Management Group, LLC (collectively known as the Parent Company) provided to staff auditors.
- a. Were costs associated with the processing of personal tax returns or services for Stockdale Investment Group, LLC included in Contractual Services – Accounting expense allocated to Pluris Wedgefield?
Response: No.
 - b. Please provide all lease agreements and documentation to support the vehicles included in Account 650.8 – Transportation Expenses.
Response: See attached lease agreements.
 - c. Please provide a detailed justification for including the allocated Transportation Expenses in light of the seven vehicles designated solely for the Utility, as reflected in its rate base and O&M expense.
Response: As in the 2011 rate case, the allocated Transportation Expenses from the parent company are included as part of the compensation for those employees and are allocated along with all other corporate expenses.

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- d. Were any of the leased vehicles included in Transportation Expense supplied to any executive staff members of the management company as part of a compensation package?

Response: Yes.

- e. Please provide all invoices for services, not payroll expense, charged by Daniel Winters and Maurice Gallarda.

Response: Services were not charged by Mr. Winters or Mr. Gallarda. The only items charged to the Company from employees are from expense report reimbursements related to corporate travel (airfare, car rental, hotel, meals, etc.).

- i. If it is not apparent what the service invoiced was related to, please provide an explanation.

Response: See above.

- ii. Please explain and justify the inclusion of additional expense, if they also receive payroll expense.

Response: As noted above, Mr. Winters and Mr. Gallarda are not invoicing the Company separately for any services.

- f. Please provide all invoices supporting the items recorded in Account Nos. 632.8 – Professional Fees – Accounting; 675.10 – Travel; 675.11 – Meals & Entertainment; 675.14 – Dues/Subscriptions/Gifts; and 675.9 – Penalties. Additionally, please provide justification for the inclusion of the items recorded.

Response: Attached are the requested invoices by Account. Pluris withdraws the amount for Account 675.9 – Penalties as we recognize this account is not recoverable in rates.

- 3) For each allocated expense account listed in Attachment No. 1 of the Utility's response to staff's first data request No. 1, please explain how much of the expense account is variable in relation to ERCs managed by Pluris Management Group, and how much is fixed. If the expense account includes only fixed costs, please provide an explanation for why these costs are not variable in light of the downsizing of the company.

Response: Pluris recognizes a reduction in ERCs in light of the downsizing resulting in a cost savings within our Billing, Collections, and Customer Care group. That reduction of

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\$150,000 is reflected in our proforma adjustment for the corporate allocation. None of the allocated costs by the parent company are considered variable costs. Although the ERCs managed by Pluris Management Group have decreased since November 2022, the costs associated with the corporate office have not changed. The management and administrative teams will remain in place as there are economies of scale to consider. Cutting corporate personnel or other costs at this point would be detrimental to the service provided to Pluris utilities as all functions remain in use.

- 4) Please justify the inclusion of each Pluris Management Group position with an allocated salary in light of the downsizing of the company.

Response: See response to 3 above.

- 5) Please reconcile the total amount of management costs included in the Utility's MFR schedule B-3, lines 6 and 7, and the amounts provided for Pluris Holdings, Pluris Management Group, and the direct utility expense allocation in Attachment No. 1 of the Utility's response to staff's first data request No. 1.

Response: The file provided as Attachment No. 1 included formulas that zeroed out when the file was opened. Attached is an updated version of that file with the lookup formulas paste-valued. The file reconciles to MFR Schedule B-3, Lines 6 and 7.

- 6) Please explain the Utility and Parent Company's relationship to the related party Stockdale Investment Group, LLC.

Response: Stockdale Investment Group, LLC is an affiliate of Pluris Capital Group, LLC through common ownership.

Should you or Staff have any questions regarding this response please do not hesitate to contact me.

Very truly yours,

/s/ Martin S. Friedman
Martin Friedman

MSF:

Cc: Amber Norris (via email)

on (Parent Company)

2011 Allocated Expense Accounts:	As approved		2022 Allocated Expense Accounts:	Inc/(Dec)	%	Notes:
	Jan - Dec 11	Jan - Dec 22				
6000 · Accounting/Tax Fees	24,135	180,038	632.8 - Professional Fees - Accounting	155,903	646%	Tax and audit fees from national firms, no longer using small local firms; two direct hire placement fees in 2022 (did not occur in 2011); outsourcing fees for A/P entry
6010 · Legal Fees	4,243	32,791	633.8 - Legal - Professional Fees	28,548	673%	Corporate restructuring, updates/amendments to corporate documents for parent company
6020 · Consulting Fees	(3,033)	-		3,033	-100%	No consulting fees
6040 · Automobile Expense	30,708	91,346	650.8 - Transportation Expenses	60,639	197%	3 corporate vehicles and fuel cost, additional cost of vehicles since 2011
6050 · Depreciation Expense	3,109	29,435	403.1 - Depreciation Expenses	26,326	847%	Depreciation of improvements to B&C building, did not occur in 2011
6055 · Amortization Expense	6,281	-		(6,281)	-100%	No amortization expense
6060 · Insurance	8,442	523	658.8 - Insurance - Workers Comp	(7,919)		
		28,405	659.8 - Insurance Expense - Other	28,405		
Total Insurance	8,442	28,928		20,486	243%	Cost of insurance and amount of coverage has increased, includes auto, commercial, umbrella, and cyber coverages
6070 · Licenses and Permits	400	16,432	675.4 - Permits/Licenses	16,032	4011%	Licensing costs of billing software system and corporate general ledger system (neither occurred in 2011)
6080 · Travel	18,499	15,005	675.10 - Travel	(3,494)	-19%	Less corporate travel (utility specific travel booked directly)
6090 · Meals and Entertainment	-	14,413	675.11 - Meals & Entertainment	14,413	N/A	Corporate office meals, holiday employee dinner
6110 · Dues and Subscriptions	1,538	36,824	675.14 - Dues/Subscriptions	35,286	2294%	Professional organization dues for executives
6120 · Office Supplies	21,779	4,375	620.8 - Supplies/Materials - Admin & General	(17,404)		
		29,380	675.1 - Office Supplies/Materials	29,380		
Total Office Supplies	21,779	33,755		11,976	55%	Additional corporate employees in 2022 resulting in additional office supplies used; lease of B&C copier
6130 · Postage and Delivery	120,529	94,000	675.3 - Postage	(26,529)	-22%	Less corporate postage, utility-specific postage is booked directly
6140 · Computer Supplies	6,061	31,959	675.16 - Computer Supplies/Equipment	25,898	427%	Miscellaneous computer supplies (monitors, computer accessories, printer toner, etc.)
6150 · Telephone Expense	58,263	81,200	675.2 - Telephone and Network	22,937		
	-	31,266	675.17 - Internet-Computer Services	31,266		
Total Telephone & Internet	58,263	112,466		54,203	93%	Office internet/phone costs, necessary IT redundancies, networking costs, domains, backups
6160 · Bank Service Charges	290	1,801	675.8 - Bank Charges	1,512	522%	Monthly merchant fees for B&C
6165 · Penalties & Fees	60	4,746	675.9 - Penalties	4,686	7810%	NC tax assessment, did not occur in 2011
6200 · Regulatory Filings and Fees	202	-		(202)	-100%	Did not occur in 2022
6260 · Printing and Reproduction	1,374	-		(1,374)	-100%	Did not occur in 2022
6265 · Marketing Expense	788	-		(788)	-100%	Did not occur in 2022
7000 · Rent	51,844	118,552	675.15 - Rent Expenses	66,708	129%	Increase in office rent since 2011 due to larger office space to accommodate additional personnel
7005 · Education and Seminars	450	-		(450)	-100%	Did not occur in 2022
7010 · Utilities	1,049	4,549	675.5 - Utilities	3,501	334%	Increase in office space resulted in increase in utility costs
7020 · Repairs and Maintenance	2,120	1,229	675.19 - Repairs And Maintenance	(892)	-42%	
7022 · Repairs & Maint-Banyon Support	965	-		(965)	-100%	Did not occur in 2022
7050 · Relocation costs	26,442	-		(26,442)	-100%	Did not occur in 2022
		412	675.7 - Bond Expense	412	N/A	
	-	11,402	675.14 - Gifts	11,402	N/A	Scholarships and gift cards, did not occur in 2011
	-	123,502	636.8 - Contractual Svcs - Others G&A*	123,502	N/A	IT outsourcing of networks, B&C billing software hosting, office cleanings, pest control, alarm service, website maintenance (all of which did not occur in 2011)
Total Expense	386,537	983,585		597,048		
6030 · Payroll Expenses	3,314	7,291	605.8 - Payroll Expenses	3,977	120%	Commensurate with increase in wages
6031 · Wages	116,909	1,479,046	601.8 - Salaries & Wages	1,362,137	1165%	3 employees in 2011 filing, 16 employees at year-end 2022 (433% increase); hired positions in-house that were previously outsourced or unfilled including B&C department, accounting/finance, HR, IT
6034 · Payroll Tax Expense	20,267	67,742	602.8 - Payroll Taxes	47,475	234%	Commensurate with increase in wages
6035 · Employee Benefits	25,950	147,297	604.8 - Employee Benefits	121,347	468%	Commensurate with increase in personnel
Proforma salaries	106,973	-		(106,973)	-100%	No proforma additions in 2022
	-	-	Other Income/Expense	-		
	659,950	2,684,962	Total before allocation	2,025,012	307%	
		109,236	Admin fee			
	659,950	2,794,198	Net Total			
		(150,239)	Estimated B&C Savings			
	659,950	2,643,959	Net Allocation			
2011			2022	2022		
WF Alloc \$			WF Alloc %	WF Alloc \$		
77,346	659,950	2,280,298	37.58%	856,930		
81,751		363,661	37.58%	136,677		
159,097	659,950	2,643,959		993,607		

CLOSED-END MOTOR VEHICLE LEASE AGREEMENT
Consumer Paper

Monthly Payment Lease Single Payment Lease

Lease Date 08/01/2019

1. PARTIES:

Table with columns for Lessor/Dealer Name, Lessee Name, Address, and Lease Date. Lessor: JAGUAR LAND ROVER FRISCO. Lessee: PLURIS HOLDINGS, LLC.

Each Lessee signing this Lease ("you" or "your") agree to lease from the Lessor named above the vehicle described in Section 2 (the "Vehicle") on the terms and conditions in this Lease Agreement ("Lease").

2. DESCRIPTION OF LEASED VEHICLE:

Table with columns: MODEL YEAR, MAKE, MODEL, BODY STYLE, COLOR, VEHICLE ID NO., ODOMETER. Vehicle: 2020 LAND ROVER RANGE ROVER SC HDR SUV V8 S INDUS SILV M SALGS2SE9LA57940B.

If checked, the primary use of the Vehicle is business or commercial; otherwise, it is personal, family or household use.

3. LEASE TERM. The Lease Term is 33 months, beginning on the Lease Date (above) and ending on 7/01/2022 (the "Maturity Date").

4. DESCRIPTION OF TRADE-IN (if applicable)

Table with columns: MODEL YEAR, MAKE, MODEL, GROSS ALLOWANCE, AMOUNT OWED, NET TRADE-IN. All fields are N/A.

An "e" in this Lease indicates an estimate.

Federal Consumer Lending Act Disclosures

Table with 4 columns: 5. Amount Due at Lease Signing or Delivery, 6. Lease Payments, 7. Other Charges, 8. Total of Payments. Total lease payment: \$12918.73.

9. Amount Due at Lease Signing or Delivery:

Table listing various fees: Capitalized Cost Reduction, First Monthly Payment, Advance Single Payment, Refundable security deposit, Initial title fees, etc.

10. How the Amount Due at Lease Signing or Delivery will be paid:

Table showing payment breakdown: Net trade-in allowance, Amount to be paid in cash, Rebates and noncash credits, Total: \$12918.73.

11. Your Lease payment is determined as shown below.

Table showing cost breakdown: Gross capitalized cost, Capitalized cost reduction, Adjusted capitalized cost, Residual value, Depreciation and amortized amounts, Rent charge, Total base Monthly Payments, Lease Payments, Base Lease Payment, Total Lease Payment.

12. Early Termination. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars.

13. Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use, and for mileage in excess of 10000 miles per year during the scheduled Lease Term at the rate of .30 cents per mile.

14. Purchase Option at End of Lease Term. You have an option to purchase the Vehicle at the end of the Lease Term for \$76938.28 and a purchase option fee of \$150.00.

15. Other Important Terms. See the front and back of this Lease for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, excess wear standards and any security interest, if applicable.

16. ITEMIZATION OF GROSS CAPITALIZED COST.

Table listing itemized costs: Sales/use tax, Initial title, license and registration fees, Acquisition Fee, Prior credit or lease balance, Dealer document processing fee, ROAD HAZARD & TIRE WITH RENTAL, ALLOY WHEEL REPAIR CLASS 3-6, etc.

17. OFFICIAL FEES AND TAXES. The total amount you will pay for official and license fees, registration, title, and taxes over the term of your Lease, whether included with your Monthly Payments (or Advance Single Payment, as applicable) or assessed otherwise is:

\$ 8116.94

18. WARRANTIES. The Vehicle is subject to the manufacturer's standard new car warranty. The Vehicle is also subject to any other express warranties or guarantees disclosed here.

There are no warranties, guarantees or other rights provided to you by us or the Vehicle's manufacturer other than those disclosed in this Lease.

WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT WHERE PROHIBITED BY LAW.

19. INSURANCE VERIFICATION. The insurance required by Section 28 of this Lease is in force on the Lease Date as follows:

Insurance Co.: LIBERTY INSURANCE
Policy No: N/A
Agent's Name: N/A
Agent's Address: N/A
Phone Number: N/A

* Arkansas: A SERVICE AND HANDLING FEE IS NOT AN OFFICIAL FEE. A SERVICE AND HANDLING FEE IS NOT REQUIRED BY LAW BUT MAY BE CHARGED TO THE CUSTOMER FOR PERFORMING SERVICES AND HANDLING DOCUMENTS RELATING TO THE CLOSING OF A SALE OR LEASE. THE SERVICE AND HANDLING FEE MAY RESULT IN PROFIT TO THE DEALER. THE SERVICE AND HANDLING FEE DOES NOT INCLUDE PAYMENT FOR THE PREPARATION OF LEGAL DOCUMENTS. THIS NOTICE IS REQUIRED BY LAW.

20. OPTIONAL INSURANCE AND OTHER PRODUCTS.

You are not required to buy any of the optional insurance products or other products listed below. You should carefully review the contracts that describe the details of any optional insurance products or other products you choose to buy. By signing this Lease, you have elected to purchase from the Lessor the following optional insurance products and other products:

Table with columns: Type, Provider Name, Coverage Term, Coverage Amount, Premium/Charge. Includes Service Contract, Prepaid Maintenance Plan, Tire & Wheel Protection, ROAD HAZARD & TIRE WITH RENTAL, ALLOY WHEEL REPAIR CLASS 3-6.

You have purchased the optional products listed above for a total charge of: \$ 3129.00

* The Dealer may retain a portion of the premiums or other charges for the optional insurance products and other products listed above.

21. HOW THIS LEASE MAY BE CHANGED. This Lease contains the entire agreement for the Lease of the Vehicle. We may, in our sole discretion, agree orally to requests for extensions, defaults, or due date changes, and confirm them electronically or in writing. We may, at our option, change any provision in this Lease by giving you at least 10 days advance written notice of the proposed change, provided that the change is at least as favorable to you as the existing provision. No other changes to this Lease are effective unless they are in a writing signed by you and us.

Lessee's Signature: [Signature] Lessee's Signature: N/A

LESSEE(S) NOTICES AND SIGNATURES

BY SIGNING THIS LEASE, YOU ACKNOWLEDGE THAT THIS LEASE CONTAINS AN "ARBITRATION PROVISION" ON THE REVERSE SIDE, THAT YOU HAVE READ THE AGREEMENT TO ARBITRATE DISPUTES AND AGREE TO ITS TERMS.

Total Loss Early Termination Payoff Balance Notice: If there is a total loss, destruction or theft of the Vehicle, the early termination payoff balance (Adjusted Lease Balance) of the Vehicle as determined under Section 30 of this Lease may be different than the actual cash value of the Vehicle as determined by your insurer of the Vehicle. Section 31 provides that you will not be obligated to pay this amount, unless, as of the date of such total loss, you do not have in effect a physical damage insurance policy as required by Section 28. By signing this Lease, you acknowledge that you have read this notice and understand its content.

Michigan: Lessee's initials indicating you have read this notice and understand its content.

Lessee's Initial: N/A Lessee's Initial: N/A

NOTICE TO LESSEE(S). BY SIGNING THIS LEASE BELOW YOU ACKNOWLEDGE THAT: (1) EACH LESSEE ACCEPTS AND IS SEPARATELY LIABLE UNDER THE TERMS AND CONDITIONS OF THIS LEASE; AND (2) YOU HAVE READ BOTH SIDES OF THIS LEASE, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS AND RECEIVED A COMPLETELY FILLED IN COPY BEFORE SIGNING BELOW.

Lessee(s) agree to all terms and conditions in this Lease.

Lessee Signs: [Signature] Title (if a business): N/A Lessee Signs: [Signature] Title (if a business): N/A

LESSOR'S SIGNATURE AND ASSIGNMENT

By signing below, Lessor: (1) accepts all terms and conditions of this Lease; and then (2) assigns all of its rights under this Lease, as well as all title and interest in and to the Vehicle, to JPMorgan Chase Bank, N.A. ("Chase"), subject to the applicable dealer agreement between the Lessor and Chase; and (3) warrants to Chase that the insurance policy in Section 19 is in place and complies with the requirements of this Lease.

Lessor-Dealer Sign: [Signature] Title: Finance Manager Date: 08/01/2019

*The Land Rover word mark, the Land Rover and Oval logo and Land Rover Financial Group are trademarks of Jaguar Land Rover Limited and any use by JPMorgan Chase Bank, N.A. ("Chase") is under license. Lease accounts are owned by Chase.



CLOSED-END MOTOR VEHICLE LEASE AGREEMENT

Consumer Paper

Monthly Payment Lease

Single Payment Lease

1. PARTIES:

Lease Date: 12/17/2019

Lessor - Dealer Name JAGUAR LAND ROVER FRISCO	Address 5935 PRESTON ROAD FRISCO TX 75034
Lessee - Name PLURIS HOLDINGS, LLC	Address 5950 BERKSHIRE LN # 800 DALLAS TX 75225
Lessee - Name N/A	Address N/A

Each Lessee signing this Lease ("you" or "your") agrees to lease from the Lessor named above the vehicle described in Section 2 (the "Vehicle") on the terms and conditions in this Lease Agreement ("Lease"). Lessor intends to assign its rights and interest under this Lease to JPMorgan Chase Bank, N. A. ("Chase"). As used in this Lease, the terms "us," "our" and "we" refer to the Lessor and, after assignment, to Chase or its successors and assigns.

2. DESCRIPTION OF LEASED VEHICLE:

MODEL YEAR	MAKE	MODEL	BODY STYLE	COLOR	VEHICLE ID NO.	ODOMETER
2020	LAND ROVER	RANGE ROVER S	4DR SUV V8 S	WINDWARDGREY	SALGS2SE8LA589755	11

If checked, the primary use of the Vehicle is business or commercial; otherwise, it is personal, family or household use.

3. LEASE TERM. The Lease Term is 36 months, beginning on the Lease Date (above) and ending on 12/17/2022 (the "Maturity Date").

4. DESCRIPTION OF TRADE-IN (if applicable)

MODEL YEAR	MAKE	MODEL	GROSS ALLOWANCE	AMOUNT OWED	NET TRADE-IN
N/A	N/A	N/A	\$ N/A	\$ N/A	\$ N/A

An "e" in this Lease indicates an estimate.

Federal Consumer Leasing Act Disclosures

5. Amount Due at Lease Signing or Delivery: (Itemized below)* \$ <u>7556.77</u>	6. Lease Payments: (a) Monthly Payment Lease: Your first Monthly Payment of \$ <u>2483.77</u> is due on <u>12/17/2019</u> followed by <u>35</u> payments of \$ <u>2483.77</u> due each following month. The total of your Monthly Payments is \$ <u>89415.72</u> . (b) Single Payment Lease: Your Advance Single Payment of \$ <u>N/A</u> is due on <u>N/A</u> .	7. Other Charges (not part of your Monthly Payment): Turn-In Fee (if you do not purchase the Vehicle from us): \$ <u>495.00</u> Total: \$ <u>495.00</u>	8. Total of Payments (The amount you will have paid by the end of the Lease): \$ <u>94983.72</u>
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*Itemization of Amount Due at Lease Signing or Delivery

9. Amount Due at Lease Signing or Delivery: (a) Capitalized Cost Reduction \$ <u>5073.00</u> (b) First Monthly Payment + \$ <u>2483.77</u> (c) Advance Single Payment + \$ <u>N/A</u> (d) Refundable security deposit + \$ <u>N/A</u> (e) Initial title fees + \$ <u>N/A</u> (f) Initial registration fees + \$ <u>N/A</u> (g) Sales or use tax + \$ <u>N/A</u> (h) Acquisition Fee + \$ <u>N/A</u> (i) Dealer document processing fee + \$ <u>N/A</u> (j) Prior credit or lease balance + \$ <u>N/A</u> (k) <u>N/A</u> + \$ <u>N/A</u> (l) <u>N/A</u> + \$ <u>N/A</u> (m) <u>N/A</u> + \$ <u>N/A</u> (n) <u>N/A</u> + \$ <u>N/A</u> (o) <u>N/A</u> + \$ <u>N/A</u> (p) <u>N/A</u> + \$ <u>N/A</u> (q) <u>N/A</u> + \$ <u>N/A</u> (r) <u>N/A</u> + \$ <u>N/A</u> (s) <u>N/A</u> + \$ <u>N/A</u> (t) <u>N/A</u> + \$ <u>N/A</u> (u) <u>N/A</u> + \$ <u>N/A</u> (v) Total = \$ <u>7556.77</u>	10. How the Amount Due at Lease Signing or Delivery will be paid: (a) Net trade-in allowance \$ <u>N/A</u> (b) Amount to be paid in cash + \$ <u>6556.77</u> (c) Rebates and noncash credits: (1) Manufacturer Rebate(s) + \$ <u>1000.00</u> (2) <u>N/A</u> + \$ <u>N/A</u> (3) <u>N/A</u> + \$ <u>N/A</u> (4) <u>N/A</u> + \$ <u>N/A</u> (d) Total = \$ <u>7556.77</u>
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Lessee Initials Here _____ Co-Lessee Initials Here N/A

11. Your Lease payment is determined as shown below.

(a) Gross capitalized cost. The agreed upon value of the Vehicle (<u>\$130207.00</u>) and any items you pay for over the Lease Term (such as taxes, fees, service contracts, insurance, and any outstanding prior credit or lease balance) (See Section 16 below for an itemization of this amount)	\$ <u>143593.44</u>
(b) Capitalized cost reduction. The amount of any rebate, net trade-in allowance, noncash credit or cash you pay that reduces the gross capitalized cost	- \$ <u>5073.00</u>
(c) Adjusted capitalized cost. The amount used in calculating your base Monthly Payment.	= \$ <u>138520.44</u>
(d) Residual value. The value of the Vehicle at the end of the Lease used in calculating your base Monthly Payment.	- \$ <u>68809.37</u>
(e) Depreciation and any amortized amounts. The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease Term.	= \$ <u>69711.07</u>
(f) Rent charge. The amount charged in addition to the depreciation and any amortized amounts.	+ \$ <u>19704.65</u>
(g) Total of base Monthly Payments. The depreciation and any amortized amounts plus the rent charge.	= \$ <u>89415.72</u>
(h) Lease Payments. The number of payments in your Lease.	÷ <u>36</u>
(i) Base Lease Payment (Monthly or Advance Single, as applicable)	= \$ <u>2483.77</u>
(j) Sales/use tax.	+ \$ <u>N/A</u>
(k) Other: N/A	+ \$ <u>N/A</u>
(l) Total Lease Payment (Monthly or Advance Single, as applicable)	= \$ <u>2483.77</u>

Lease terms are negotiable with the Lessor. The Lessor intends to assign this Lease Agreement and may retain a portion of the Total Lease Payments.

12. Early Termination. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

- 13. Excessive Wear and Use.** You may be charged for excessive wear based on our standards for normal use, and for mileage in excess of 15000 miles per year during the scheduled Lease Term at the rate of 30 cents per mile.
- 14. Purchase Option at End of Lease Term.** You have an option to purchase the Vehicle at the end of the Lease Term for \$ 68809.37 and a purchase option fee of \$ 150.00, for a total of \$ 68959.37. The purchase option fee does not include fees for tags, taxes or registration.
- 15. Other Important Terms.** See the remainder of this Lease for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, excess wear standards and any security interest, if applicable.

16. ITEMIZATION OF GROSS CAPITALIZED COST.

(a) Agreed upon value of the Vehicle	\$ <u>130207.00</u>
(b) Sales/use tax	+ \$ <u>8075.44</u>
(c) Initial title, license and registration fees	+ \$ <u>188.25</u>
(d) Acquisition Fee	+ \$ <u>895.00</u>
(e) Prior credit or lease balance	+ \$ <u>N/A</u>
(f) Dealer document processing fee	+ \$ <u>150.00</u>
(g) ROAD HAZARD & TIRE WITH RENTAL	\$ <u>2165.00</u>
(h) ALLOY WHEEL REPAIR CLASS 3-6	+ \$ <u>1908.00</u>
(i) TX P&H FEE	+ \$ <u>4.75</u>
(j) N/A	+ \$ <u>N/A</u>
(k) N/A	+ \$ <u>N/A</u>
(l) N/A	+ \$ <u>N/A</u>
(m) N/A	+ \$ <u>N/A</u>
(n) N/A	+ \$ <u>N/A</u>
(o) N/A	+ \$ <u>N/A</u>
(p) N/A	+ \$ <u>N/A</u>
(q) N/A	+ \$ <u>N/A</u>
(r) Gross Capitalized Cost	= \$ <u>143593.44</u>

17. OFFICIAL FEES AND TAXES. The total amount you will pay for official and license fees, registration, title, and taxes over the term of your Lease, whether included with your Monthly Payments (or Advance Single Payment, as applicable) or assessed otherwise is:

\$ 8504.94 e.
This amount is an estimate. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the Vehicle when a fee or tax is assessed.

18. WARRANTIES. The Vehicle is subject to the manufacturer's standard new car warranty. The Vehicle is also subject to any other express warranties or guarantees disclosed here:

N/A
 There are no warranties, guarantees or other rights provided to you by us or the Vehicle's manufacturer other than those disclosed in this Lease.

WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT WHERE PROHIBITED BY LAW.

19. INSURANCE VERIFICATION. The insurance required by Section 28 of this Lease is in force on the Lease Date as follows:

Insurance Co.: NATIONAL UNION FIRE INS
 Policy No.: CA3767828
 Agent's Name: MARSH WORTHAM
 Agent's Address: 1717 MAIN ST DALLAS TX 75201
 Phone Number: (214)740-6000

◆ A SERVICE AND HANDLING FEE IS NOT AN OFFICIAL FEE. A SERVICE AND HANDLING FEE IS NOT REQUIRED BY LAW BUT MAY BE CHARGED TO THE CUSTOMER FOR PERFORMING SERVICES AND HANDLING DOCUMENTS RELATING TO THE CLOSING OF A SALE OR LEASE. THE SERVICE AND HANDLING FEE MAY RESULT IN PROFIT TO THE DEALER. THE SERVICE AND HANDLING FEE DOES NOT INCLUDE PAYMENT FOR THE PREPARATION OF LEGAL DOCUMENTS. THIS NOTICE IS REQUIRED BY LAW.

Lessee Initials Here MV Co-Lessee Initials Here N/A

20. OPTIONAL INSURANCE AND OTHER PRODUCTS.

You are not required to buy any of the optional insurance products or other products listed below. You should carefully review the contracts that describe the details of any optional insurance products or other products you choose to buy. By signing this Lease, you have elected to purchase from the Lessor the following optional insurance products and other products:

Type	Provider Name	Coverage Term/Coverage Amount	Premium/Charge*
<input type="checkbox"/> Service Contract	<u>N/A</u>	<u>N/A</u> miles/ <u>N/A</u> months	\$ <u>N/A</u>
<input type="checkbox"/> Prepaid Maintenance Plan	<u>N/A</u>	<u>N/A</u> miles/ <u>N/A</u> months	\$ <u>N/A</u>
<input type="checkbox"/> Tire & Wheel Protection	<u>N/A</u>	<u>N/A</u> miles/ <u>N/A</u> months	\$ <u>N/A</u>
ROAD HAZARD & TIRE W	<u>HALO</u>	<u>N/A MI / 36 MO</u>	\$ <u>2165.00</u>
ALLOY WHEEL REPAIR C	<u>NSD</u>	<u>N/A MI / 36 MO</u>	\$ <u>1908.00</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A MI / N/A MO</u>	\$ <u>N/A</u>
You have purchased the optional products listed above for a total charge of:			\$ <u>4073.00</u>

* The Dealer may retain a portion of the premiums or other charges for the optional insurance products and other products listed above.

21. HOW THIS LEASE MAY BE CHANGED. This Lease contains the entire agreement for the Lease of the Vehicle. We may, in our sole discretion, agree orally to requests for extensions, deferrals, or due date changes, and confirm them electronically or in writing. We may, at our option, change any provision in this Lease by giving you at least 10 days' advance written or electronic notice of the proposed change, provided that the change is at least as favorable to you as the existing provision. No other changes to this Lease are effective unless they are in a written or electronic agreement signed by you and us.

Lessee's Signature: [Signature] Lessee's Signature: N/A

LESSEE(S) NOTICES AND SIGNATURES

BY SIGNING THIS LEASE, YOU ACKNOWLEDGE THAT THIS LEASE CONTAINS AN "ARBITRATION PROVISION" HEREIN, THAT YOU HAVE READ THE AGREEMENT TO ARBITRATE DISPUTES AND AGREE TO ITS TERMS.

Total Loss Early Termination Payoff Balance Notice: If there is a total loss, destruction or theft of the Vehicle, the early termination payoff balance (Adjusted Lease Balance) of the Vehicle as determined under Section 30 of this Lease may be different than the actual cash value of the Vehicle as determined by your insurer of the Vehicle. Section 31 provides that you will not be obligated to pay us this amount, unless, as of the date of such total loss, you do not have in effect a physical damage insurance policy as required by Section 28. By signing this Lease, you acknowledge that you have read this notice and understand its content. Michigan: Lessee must initial indicating you have read this notice and understand its content.

Lessee's Initial: [Initials] Lessee's Initial: N/A

NOTICE TO LESSEE(S): BY SIGNING THIS LEASE BELOW YOU ACKNOWLEDGE THAT: (1) EACH LESSEE ACCEPTS AND IS SEPARATELY LIABLE UNDER THE TERMS AND CONDITIONS OF THIS LEASE; AND (2) YOU HAVE READ ALL PAGES OF THIS LEASE (INCLUDING TERMS APPEARING AFTER YOUR SIGNATURE, ON ADDITIONAL PAGES OF THIS LEASE), UNDERSTAND ALL OF ITS TERMS, AND WERE PRESENTED A COMPLETELY FILLED IN COPY BEFORE SIGNING BELOW. BEFORE SIGNING, YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THE LEASE YOU MAY KEEP. YOU ARE ALSO ENTITLED TO A COPY OF YOUR SIGNED LEASE.

Lessee(s) agree to all terms and conditions in this Lease.

X [Signature] Title (if a business) _____ X N/A Title (if a business) _____
 Lessee Signs Lessee Signs

LESSOR'S SIGNATURE AND ASSIGNMENT

By signing below, Lessor: (1) accepts all terms and conditions of this Lease; and then (2) assigns all of its rights under this Lease, as well as all title and interest in and to the Vehicle, to JPMorgan Chase Bank, N.A. ("Chase"), subject to the applicable dealer agreement between the Lessor and Chase; and (3) warrants to Chase that the insurance set forth in Section 19 is in place and complies with the requirements of this Lease.

X [Signature] Title: _____ Date: 12/17/2019
 Lessor-Dealer Signs



VEHICLE MAINTENANCE, USE AND INSURANCE

22. PAYMENTS. You will pay all Monthly Payments and other amounts owed under this Lease when due and as we direct. Your first Monthly Payment is due on the Lease Date. All subsequent Monthly Payments are due on the same day of each following month, except that if the Lease Date falls on the 29th, 30th or 31st day of the month, all subsequent Monthly Payments are due on the first day of each month beginning in the second month following the Lease Date. If your payment schedule above reflects that subsequent Monthly Payments are due on the 29th, 30th or 31st day of the month, then this Section controls rather than the payment schedule. If we collect sales/use tax on your Monthly Payments and you move, the amount of your Monthly Payment will change if the tax changes.

23. LATE PAYMENTS AND RETURNED ITEMS. You will pay us a late fee of the lesser of **\$25 or 5%** of the unpaid amount of any Monthly Payment not received by us within **10 days (15 days in Maine)** after its due date (except if the Lease is entered into in: Iowa - No late fee; Colorado - \$15; Wyoming and Maine - Lesser of \$10 or 5% of the unpaid amount of any payment). This fee will be due upon demand. If any check, draft, electronic payment or other payment we receive is returned unpaid or declined for any reason, then you will not be required to pay us a returned item fee.

24. MAINTENANCE AND OPERATING COSTS. You will maintain, service and repair the Vehicle as recommended in the owner's manual and as needed to keep the Vehicle in good operating condition and free of physical damage. Replacement parts must be original equipment manufacturer parts or parts of equal quality or design. You will have any defects timely repaired according to any manufacturer's safety recall notices. You will pay all operating expenses for the Vehicle, including the cost of oil, gas, lubrication, parts, labor, storage, parking, towing, tolls and all other costs associated with operating the Vehicle. You will maintain records of all repairs and maintenance. If the odometer stops working, you must fix it immediately. You will not modify the Vehicle (such as adding, removing or modifying any accessories, equipment, parts, painting or lettering) without our prior written permission. Any accessories, equipment or parts installed in or on the Vehicle become our property and part of the Vehicle regardless of whether we gave you our written permission. You will make the Vehicle available to us for inspection upon our reasonable request. Any inspection we perform will be solely to protect our interests in the Vehicle or to determine your liability under this Lease and is not a representation or warranty to you about the Vehicle's condition or safety.

25. TITLE, REGISTRATION AND OFFICIAL FEES AND TAXES. You will keep the Vehicle's registration and licensing current with the appropriate governmental office. Legal title to the Vehicle will be in our name and the Vehicle will be titled as we direct. You will pay when due all government taxes and fees (other than our income taxes) in connection with this Lease, including its termination, and the Vehicle, whether assessed on you, us or the Vehicle. Your responsibility includes, but is not limited to, any personal property taxes and fees for title, registration and licensing. You are responsible for government taxes and fees that are assessed or imposed for any period that begins before you purchase or return the Vehicle to us, even if those fees or taxes are billed or due afterwards. At termination of this Lease, you will pay, at our option, an amount we estimate for such government taxes and fees that are not yet billed. If the actual taxes or fees are less than our estimate, we will refund you the difference; if they are more, you will pay us the difference. We are not required to apply on your behalf for any exemptions or refunds of government taxes or fees. If we receive a bill for government fees and taxes, we may forward it to you for payment or we may pay it and you will reimburse us upon our demand. Texas Lessee waives any timing requirement regarding personal property tax assessment notices relating to the Vehicle in the event that applicable law requires such notice from Lessor to Lessee.

26. USE OF THE VEHICLE. You will not use the Vehicle or allow anyone else to use it (a) unlawfully or for any illegal or wrongful purpose; (b) to transport goods or persons for hire; (c) without a valid driver license and insurance; or (d) in any manner that would not be covered by your required insurance policy or that would void any warranty. You will not take or allow others to take the Vehicle outside the United States without our prior written permission.

27. FINES AND PENALTIES. You will pay when due any fine, penalty, traffic ticket, parking ticket, or court costs issued in connection with the Vehicle's use (all referred to as a "**Fine(s)**"). We are not responsible for any Fines. If we receive a citation, court process or other demand for payment of a Fine during the term of this Lease, you authorize us to inform the entity issuing the Fine, its agent, toll road or toll highway company that you are responsible for paying the Fine and to give them your name, driver license number, contact information, and a copy of this Lease and any related information. Colorado: Pursuant to C.R.S. § 43-3-302(7)(b)(II) you are liable for payment of any toll evasion violation incurred on or after taking possession of the Vehicle. At our option, we may pay any Fine that you have not paid on your behalf. You must reimburse us for any such amount immediately upon demand.

28. INSURANCE. You must keep the Vehicle insured with the following minimum insurance coverages in addition to any other insurance required by law: (a) \$100,000 for bodily injury to one person, \$300,000 for bodily injury for any one accident, and \$50,000 for property damage; and (b) collision, fire, theft and comprehensive coverage covering the Vehicle's actual value with a deductible of no more than \$1,000. Such policies must not exclude or restrict coverage if you were to drive the Vehicle, or when the driver is someone you allow to drive the Vehicle or who you can reasonably foresee may drive the Vehicle. Chase and/or other persons specified by Chase must be listed as loss payee and additional insured. You will not operate the Vehicle if the insurance coverage has lapsed or has been cancelled. The insurance policy must state that we will be given at least 10 days' advance notice of any cancellation, reduction, or other material change in coverage. You may provide the insurance through any insurer reasonably acceptable to us. You will give us written proof of coverage upon our request. You will remain liable to us for any loss we suffer because your insurer denies a claim. You authorize us to settle any claim for loss of damage to the Vehicle, and to collect insurance proceeds, directly with or from your insurer, as well as to endorse your name on and negotiate any insurance check or draft. You will cooperate with us in collecting insurance proceeds, including providing or signing any releases or other documents. You will not settle any insurance claim or accept any settlement payment from your insurer without first obtaining our written permission. If you fail to maintain the required insurance we may, but are not required to, obtain it to protect our interests and you will reimburse us for the insurance premium we pay. (Louisiana Customers: You have the option of furnishing the required insurance either through existing policies of insurance coverage or through any insurance company authorized to transact business in Louisiana.)

NO PHYSICAL DAMAGE OR LIABILITY INSURANCE COVERAGE FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS IS INCLUDED IN THIS LEASE.

DEFAULT AND LEASE TERMINATION

29. DEFAULT

(a) **Events of Default.** You will be in default if: (1) you fail to pay any Monthly Payment or other amount you owe under this Lease when due; (2) you gave any false or misleading information when applying for this Lease; (3) you become insolvent or the subject of a bankruptcy proceeding; (4) you are dissolved (if an entity), die or become incompetent and there is no surviving Lessee; or (5) you break any other promise in this Lease.

(b) **Our Remedies.** If you default, in addition to any other rights we have, we can do one or more of the following at our option and without notifying you, except for any notice required by law: (1) take any reasonable measures to correct the default or to save us from loss, in which case you will reimburse us upon demand for our expenses; (2) terminate this Lease and your rights to possess and use the Vehicle; (3) take possession of the Vehicle by any lawful method or manner; (4) cancel any optional product or service you purchased as part of this Lease and apply any refunds for unearned premiums or charges to amounts you owe under this Lease; (5) or pursue any other remedy at law or in equity.

LOUISIANA LAW PERMITS REPOSSESSION OF MOTOR VEHICLES UPON DEFAULT WITHOUT FURTHER NOTICE OR JUDICIAL PROCESS. (In Louisiana, default for this purpose means the nonpayment of two consecutive payments on the date due.)

(c) **Default Charges:** In addition to all other amounts you owe under this Lease, including, but not limited to, any liability under Sections 27, 30, 31 or 33, as applicable, you will pay us all of the following, as permitted by law: collection costs; court costs; the reasonable expenses we incur in connection with locating, retaking (or attempting to retake), storing and transporting the Vehicle, the actual costs for selling the Vehicle and preparing it for sale; and, if the Lease is referred to attorneys who are not our salaried employees, reasonable attorneys' fees we incur to enforce this Lease.

30. EARLY TERMINATION

(a) **Early Termination Liability.** If you are not in default, you may end this Lease at any time before the end of the Lease Term by returning the Vehicle to a place we specify. We may end this Lease at any time before the end of the Lease Term if you default. If you or we end this Lease before the beginning of the final Monthly Period (defined below) and the Vehicle is not a Total Loss, then we will assess an Early Termination Charge equal to the Adjusted Lease Balance minus the Vehicle's Fair Market Value. For a Monthly Payment Lease, if you have returned the Vehicle as required or we have recovered the Vehicle, then the Early Termination Charge will not exceed the sum of all remaining Monthly Payments that would otherwise have been due from the early termination date to the Maturity Date and any End-of-Term Liability under Section 33. Your total early termination liability will equal this Early Termination Charge plus any other amounts that have become due and are unpaid at termination (including, for a Monthly Payment Lease, any unpaid Monthly Payments due before termination), less any credits to your account. We will credit your account for any remaining Refundable Security Deposit (see Sections 9(d) and 38) and any refunds we may receive from the cancellation of any Optional Insurance or Other Products (see Section 20). For a Single Payment Lease, we will credit your account for any portion of the Single Payment that is not allocated to the rent charge earned or Depreciation when calculating the Adjusted Lease Balance. Additionally, for a Single Payment Lease, your early termination liability under this Section will not exceed the amount of any End-of-Term Liability under Section 33 after applying any credits for any remaining Refundable Security Deposit and any refunds we receive from the cancellation of any Optional Insurance or Other Products. If any of these credits result in a negative early termination liability, then the excess credits will be refunded to you. If the Vehicle is a Total Loss, your early termination liability will be determined under Sections 28 and 31 rather than under this Section. Further, if you are in default and the Vehicle has not been returned as required or recovered by us, then we will use the amount that you would have owed if you had exercised your purchase option under Section 32, including the purchase option fee, as the Adjusted Lease Balance when calculating the Early Termination Charge. (If you pay all that you owe, including this amount, then we will sell the Vehicle to you under Section 32.)

(b) **Calculation of the Adjusted Lease Balance.**

(1) **Calculation of the Monthly Rent Charge:** We earn a portion of the total rent charge (see Section 11(f)) during each month of the Lease Term. To calculate the rent charge earned each month, we divide the Lease Term into monthly periods (each "Monthly Period"). For a Monthly Payment Lease, the first Monthly Period begins on due date of the first Monthly Payment (see Section 6(a)) and subsequent Monthly Periods begin on the due date of each subsequent Monthly Payment. For a Single Payment Lease the first Monthly Period begins on due date of the Single Payment (see Section 6(b)) and subsequent Monthly Periods begin on the same day of each subsequent month. We figure the monthly rent charge earned using the "Constant Yield Method." When figuring the monthly rent charge, monthly rent charges are earned in advance on the first day of each Monthly Period. The rent charge for a Monthly Period equals (i) the constant rate implicit in the Lease multiplied by (ii) the Balance Subject to Rent Charge. In the case of a Monthly Payment Lease, the Balance Subject to Rent Charge in a Monthly Period equals the difference between the Adjusted Capitalized Cost and the sum of (i) all Depreciation for each prior Monthly Period plus (ii) the first Monthly Payment. In the case of a Single Payment Lease, the Balance Subject to Rent Charge is determined by subtracting from Residual Value (see Section 11(d)) the total rent charge scheduled to be earned over the Lease Term (see Section 11(f)) and adding to the difference all rent charges accrued during the preceding Monthly Periods.

(2) **Depreciation:** At the beginning of each Monthly Period, we allocate a portion of the Monthly Funds to the rent charge earned based on the calculation above, and the rest to monthly depreciation and other amortized amounts ("Depreciation"). For a Monthly Payment Lease, the "Monthly Funds" for a Monthly Period is equal to the base Monthly Payment due. For a Single Payment Lease, the "Monthly Funds" for a Monthly Period is equal to the base Single Payment divided by the number of monthly periods during the Lease Term. (Your base Monthly or Single Payment is the payment before taxes and other non-amortized amounts (see Section 11(i)).

(3) **Adjusted Lease Balance:** The Adjusted Lease Balance equals the Adjusted Capitalized Cost minus the sum of all accrued monthly Depreciation for each Monthly Period before termination of this Lease and the Monthly Period in which this Lease terminates.

(c) **Fair Market Value.** The Vehicle's Fair Market Value is equal to the net sale price we receive for the Vehicle at a wholesale sale, after deducting from the gross sale price the reasonable expenses we incur to transport, recondition, prepare for sale and sell the Vehicle. Alternatively, if you obtain an appraisal of the Vehicle's wholesale value, at your expense, within 30 days prior to or 10 days after the termination date from a professional independent appraiser agreed to by us, then we will use the appraised value as the Vehicle's Fair Market Value. You and we also may agree in writing to a specific amount for the Vehicle's Fair Market Value. If the Vehicle's Fair Market Value is negative, then we treat the Vehicle's Fair Market Value as zero. Additionally, the Vehicle's Fair Market Value is zero if the Vehicle is not returned to us.

31. DAMAGE, LOSS OR DANGER TO THE VEHICLE. You will keep the Vehicle free from any liens, encumbrances or claims, whether voluntary or involuntary. You will not allow the Vehicle (and will not allow others to take actions causing the Vehicle) to become damaged, destroyed, stolen, lost, confiscated, seized, abandoned, or subjected to undue peril. You will notify us and your insurance company within 24 hours if any of these events occurs.

(a) **Liability for Total Loss.** You are responsible for the risk of loss to the Vehicle. If the Vehicle is lost, stolen or damaged beyond repair (a "Total Loss"), we will terminate this Lease and, except for amounts waived under Subsection (b) below, you will pay us promptly upon our demand the Adjusted Lease Balance (see Section 30(b)) less credits for (i) any remaining Refundable Security Deposit (Sections 9(d) and 38), (ii) any refunds we receive from the cancellation of any Optional Insurance or Other Products (Section 20), and (iii) any other amounts we receive in payment for the loss, plus any other amounts due under this Lease at termination. For a Single Payment Lease, we also will provide a credit for any portion of the Single Payment that is allocated to the earned monthly rent charge or monthly Depreciation when calculating the Adjusted Lease Balance.

(b) **Conditional Gap Waiver.** If the Vehicle is a Total Loss and you had in place the insurance required by this Lease on the date of loss, we will waive any portion of the Adjusted Lease Balance remaining after we subtract the payment we receive from your insurer for the loss (the "Gap Amount"). However, you will still owe us any other amounts due under this Lease plus any amounts your insurer deducts from the Vehicle's actual cash value (for example, for any pre-existing damage) and an amount equal to your insurance deductible when paying the claim. You will be in default and our waiver of the Gap Amount in this Subsection (b) will not apply if you did not have the required insurance in place on the date of loss, you do not otherwise comply with Section 28, or your insurer denies any part of the claim.

32. PURCHASE OPTION. You may purchase the Vehicle from us if you are not in default, on an AS-IS, WHERE-IS basis, at any time before or at the end of the Lease Term. To purchase the Vehicle, you must pay the sum of (a) the amount in Section 14 if you purchase the Vehicle at the end of the Lease Term, or the Adjusted Lease Balance plus the purchase option fee in Section 14 if you purchase it before the end of the Lease Term, plus (b) any related official fees, such as sales tax, other taxes, title, tags, license and registration we are required to collect, plus (c) any past due Monthly Payments and any other amounts you owe under this Lease. If you purchase the Vehicle, you will transfer title, re-register the Vehicle and remove and return the license plates (if required by law) within 30 days after purchase or any shorter time required by law. You will sign any additional documents necessary to effect the purchase. We may, at our option, apply any credits or security deposit under this Lease towards the purchase price.

33. END-OF-TERM LIABILITY. Your right to use the Vehicle ends on the Maturity Date. If this Lease ends after the last Monthly Payment is due, then we will treat this Lease as if it terminated at the end of the Lease Term and not as if it ended early. However, if the Vehicle is a Total Loss, Section 31 applies. If you do not purchase the Vehicle, at the end of the Lease Term you must return the Vehicle to a place we specify, call us within one business day of returning the Vehicle, and pay us the following end-of-term liability upon our demand: (a) the **Turn-In Fee** disclosed in Section 7; plus (b) any excess mileage charges under Section 13; plus (c) any excess wear and use under Section 34; plus (d) all other amounts due and unpaid under this Lease. You will not keep the Vehicle past the end of the Lease Term unless we agree in writing to extend the Lease Term. For each full or partial Monthly Period after the end of the Lease Term that you have not returned or purchased the Vehicle, you will pay us an additional amount equal to one Monthly Payment (if this is a Single Payment Lease, this monthly amount equals the Advance Single Payment disclosed under Section 6(b) divided by the number of months in the Lease Term) due at the beginning of each Monthly Period, plus a late fee under Section 23 if paid late. Our demand for or acceptance of these payments does not give you the right to keep the Vehicle and does not constitute our agreement to extend the Lease Term. Additionally, if you have not returned or purchased the Vehicle by the Maturity Date as required, then we may declare you in default and charge you the amount that you would have owed if you had exercised your purchase option at the end of the Lease Term (see Section 32) as damages for failure to return the Vehicle. You agree to pay this amount in full, and if you do pay, then we will sell the Vehicle to you under Section 32. We may charge you this amount even if you have made one or more payments to us after the end of the Lease.

34. EXCESS WEAR AND USE. You will not subject the Vehicle to more than normal wear and use. If you do not purchase the Vehicle, at the end of the Lease Term you will owe us for excess mileage under Section 13, plus our actual or estimated cost to repair or replace any excess wear and use to the Vehicle, whether or not we make repairs. We will total the costs of items (a) through (f), as follows, and you will owe us any portion of the total in excess of costs expected based on normal wear and use, plus the other amounts set forth at the end of this Section: (a) holes, tears, burns, stains, strong odors or excessively worn areas in the carpet, other interior surfaces or convertible top; (b) scratches, chips, dents, pits, rust, holes or cracks in the wheels or exterior surfaces, windshield or other glass surfaces or metal work; (c) cracked, broken or missing windows, doors, lights, trim, mirrors or antennae; (d) missing, damaged or nonworking mechanical equipment, safety or emissions control equipment, electrical or other parts or accessories; (e) damage to the Vehicle's frame or alignment; (f) damage due to improper, poor quality or incomplete repairs or paint work. You also will remain liable to us for the full cost of any such items resulting from intentional or willful abuse or misuse. In addition, you will owe us the full cost of any missing, damaged or mismatched tires (including spare), any tire that has less than 1/8th inch tread at its lowest point or that is not comparable in quality to the original equipment, and any missing manual or missing or nonworking keys or remote entry devices.

ADDITIONAL TERMS AND CONDITIONS

35. INDEMNITY AND NO INTENDED THIRD PARTY BENEFICIARY RIGHTS. Except as expressly provided in this Lease, you will hold us harmless and indemnify us from any and all claims, liability, loss and expense (including court costs and attorneys' fees) arising from or related to the use, maintenance, condition or possession of the Vehicle, or your failure to perform any obligation in this Lease. This Lease shall not be deemed to confer any rights or remedies upon any person, including but not limited to any rights to enforce these terms, other than by Chase, and its respective successors and assigns.

36. ODOMETER STATEMENTS. Whether or not you purchase the Vehicle, when this Lease terminates you must give us a written statement regarding the odometer reading as required by federal and/or state law. Failure to complete this statement upon our request or giving false information may result in fines and/or imprisonment.

37. ASSIGNMENT. This is a true lease and you will not own any equity in the Vehicle unless you exercise the purchase option in Section 32. **You will not assign, sublease or transfer any interest in the Vehicle or your rights or obligations under this Lease without getting our written permission first.** After any such assignment, you will remain fully responsible for the performance of this Lease even if we gave you our permission. We may assign or transfer any interest in the Vehicle or our rights and obligations under this Lease without your permission and without notifying you first.

38. SECURITY DEPOSIT. You will not earn any interest, benefit, increase or profits on any security deposit. You further agree that we may retain any interest, benefit, increase or profits we earn on your security deposit or other property in which we have a security interest. We may commingle your security deposit with our other funds. We may use your security deposit to pay or satisfy any amount or obligation you fail to pay or satisfy under this Lease. After this Lease terminates, we will refund to you any unused portion of your security deposit.

39. NOTICES AND ADDRESS CHANGES. You will mail or deliver any written notices to us in connection with this Lease to the address we provide for the type of notice or, if none, our address for general correspondence. Notices sent to an address we designate for payments only are not effective. If your phone number, or any address we have for you or the Vehicle, changes or is incorrect, you will give us an updated phone number or address within **15 days**. We may send you any notices, bills, correspondence and any refunds owed to you to your address in Section 1, or to any other address you provide us or that we may obtain directly or indirectly from the U. S. Postal Service. We may also send you notices, bills and correspondence electronically (i) at any email address you have provided to us, or (ii) by posting the notice, bill or correspondence on a website and sending you a notice to your email address telling you that the communication has been posted, describing the general purpose of the communication and its location, and providing instructions on how to view it. Delivery of any notice, bill or correspondence in this manner will be effective when we send the email.



40. USE OF TELEPHONE, EMAILS AND TEXT MESSAGES. In addition to any other lawful method of communication, we and our agents and representatives may contact you regarding the origination, servicing, and collection of amounts due under this Lease at any telephone number or email address you give us or where we believe we may reach you. You give us and our agents and representatives permission to use automatic telephone dialing systems to call you, send you text messages or leave you artificial or prerecorded voice messages, at any telephone number you give us, including a telephone number for a cellular phone or mobile device or any number we obtain for you from another source. In addition, you give us permission to monitor or record telephone calls between you and us regarding this Lease.

41. CONSUMER REPORTS AND VERIFICATION. You agree that we may obtain one or more consumer reports (including credit reports) about you from consumer reporting agencies in connection with your application for this Lease and for the purpose of taking collection action, updating, renewing, refinancing, modifying or extending this Lease. You agree that we may also verify your employment, income, assets and debts, and you hereby authorize anyone receiving a copy of this Lease to give us such information.

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

42. ADDITIONAL INFORMATION AND DOCUMENTS. Promptly upon our reasonable request, you will (a) give us any additional documents and information to allow us to verify any information provided in connection with your application for this Lease, in connection with the Vehicle or your compliance with this Lease, and (b) sign any documents necessary to effect this Lease, including, but not limited to, motor vehicles department forms.

43. JOINT LESSEES. If there is more than one Lessee, each Lessee is jointly and severally liable under this Lease. If we release, waive or delay in the enforcement of our rights as to one Lessee, then that will not affect our rights as to the other Lessee. We may, in our sole discretion, pay any refund or other amounts we owe you in connection with this Lease jointly to both Lessees or individually to either Lessee. Also, you agree that notice provided by us to any Lessee is effective notice to all Lessees, including you, except as otherwise required by applicable law. We may also, in our sole discretion, allow one Lessee to exercise any right under this Lease with respect to the Vehicle without the other Lessee's consent or participation and any authorization provided by any Lessee, is effective and binding on you even if you did not provide such authorization.

44. SECURITY INTEREST. Except in Colorado, Indiana, Kansas, Oklahoma, Maine, South Carolina, West Virginia, and Wyoming, you grant us an irrevocable security interest in the following to secure performance of your obligations under this Lease: (a) in payment under any insurance policy or from any other party in payment for loss or damage to the Vehicle; (b) in the proceeds of any mechanical breakdown protection contract, service contract, or other optional product or service purchased as part of this Lease; and (c) any refunds of unearned premiums or charges for any of the foregoing. You authorize us to apply any amounts we receive to your obligations under this Lease. You will not earn any interest, benefit, increase or profits on or in any property in which we have a security interest.

45. ASSIGNMENT OF UNEARNED PREMIUMS AND CHARGES. You assign to us any refunds of unearned premiums or charges for any insurance or optional products or services purchased as part of this Lease.

46. LIMITED POWER OF ATTORNEY. You hereby appoint us or our agent as your attorney-in-fact to do the following: (a) settle any insurance claim related to the Vehicle, (b) endorse your name on any check or draft we receive from your insurer or from any other party for damage to or loss of the Vehicle, and (c) to sign your name to any title, registration or other documents related to the Vehicle, for example, state motor vehicles department applications and documents. This power of attorney is coupled with an interest in the Vehicle and is not revocable as long as we have an interest in the Vehicle.

47. ELECTRONIC EXECUTION, AUTHORITATIVE COPY AND CONVERSION TO PAPER. This Lease and any other associated documents may be signed on paper, or signed electronically as an electronic record. (a) If this Lease is signed electronically as an electronic record, then at our option an authoritative electronic copy of this Lease ("Authoritative Copy") may be converted to paper and marked as the original by us (the "Paper Original"). Unless and until we create a Paper Original, the Authoritative Copy of this Lease: (i) will reside in a document management system designated by us or our custodian for the storage of authoritative copies of electronic records, and (ii) is held in the ordinary course of business. (b) In the event we convert the Authoritative Copy to a Paper Original, you acknowledge and agree that: (i) the electronic signing of this Lease also constitutes issuance and delivery of the Paper Original, (ii) the electronic signature(s) associated with this Lease, when affixed to the Paper Original, constitutes a legally valid and binding signature on the Paper Original, and (iii) your obligations will be evidenced by the Paper Original after the conversion.

48. GOVERNING LAW. Except as otherwise set forth in this Lease, this Lease will be governed by the laws of the state of the Lessor's address (as set forth in Section 1 of this Lease) and federal law, including any applicable federal law relating to the use of electronic records and signatures.

49. GENERAL. If we waive or delay in enforcing any of our rights, it will not be considered a waiver of any of our other rights or later rights. You acknowledge that we have not given you any tax information or advice about this Lease and that we are not passing to you any tax credit or benefit on the Vehicle. Except as otherwise set forth in the Arbitration Provision, if any provision of this Lease is determined to be unenforceable, that provision will be deemed modified as necessary to comply with law and to make the provision enforceable, and all remaining provisions of this Lease will remain in full effect. We may, at our option, apply any refunds we owe you or credits you have under this Lease to reduce any amounts you owe us under this Lease. We are not required to make any credit or refund to you in connection with this Lease if the amount of the credit or refund is less than \$1.00.

ARBITRATION PROVISION: PLEASE REVIEW AS THIS AFFECTS YOUR LEGAL RIGHTS

You and we agree that upon the election of either of us, any claims or disputes relating in any way to your lease account or transactions will be resolved by binding arbitration as discussed below, and not through litigation in any court (except for matters in small claims court). This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA").

Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist, or may arise in the future. All such claims or disputes are referred to in this agreement as "Claims." However, claims relating to the scope, enforceability or validity of this agreement to arbitrate are for a court of competent jurisdiction to decide. The only exception to arbitration of Claims is that both you and we have the right to pursue a Claim in a small claims court instead of arbitration, if the Claim is in that court's jurisdiction and proceeds on an individual basis. Claims in arbitration will proceed on an individual basis, on behalf of the named parties only. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the Vehicle, to recover a deficiency balance, or for individual injunctive relief. Arbitration procedures are generally simpler than court rules, and discovery can be more limited. Certain rights that you have in court may not be available in arbitration.

YOU AND WE AGREE NOT TO: 1) SEEK TO PROCEED ON ANY CLAIM IN ARBITRATION AS A CLASS CLAIM OR CLASS ACTION OR OTHER COMPARABLE REPRESENTATIVE PROCEEDING; 2) SEEK TO CONSOLIDATE IN ARBITRATION ANY CLAIMS INVOLVING SEPARATE CLAIMANTS (EXCEPT FOR CLAIMANTS WHO ARE ON THE SAME ACCOUNT), UNLESS ALL PARTIES AGREE; 3) BE PART OF, OR BE REPRESENTED IN, ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE; NOR 4) SEEK ANY AWARD OR REMEDY IN ARBITRATION AGAINST OR ON BEHALF OF ANYONE WHO IS NOT A NAMED PARTY TO THE ARBITRATION.

If these terms relating to class or representative procedures are legally unenforceable for any reason with respect to a Claim, then this agreement to arbitrate will be inapplicable to that Claim, and the Claim will instead be handled through litigation in court rather than by arbitration. No arbitrator shall have authority to entertain any Claim on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party.

The party filing a Claim in arbitration must select either: JAMS or the American Arbitration Association ("AAA") as the arbitration administrator. That organization will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control. In the event that JAMS or the AAA is unable to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA), pursuant to the AAA rules of procedure.

The single arbitrator will conduct the arbitration and decide the Claim in accordance with all applicable substantive law, including recognized principles of equity and statutes of limitations, and will honor all claims of privilege recognized by law. The arbitrator will have the power to award to a party any damages or other relief provided for under applicable law. The arbitrator can award damages or other relief provided for by law to you or us, but not to anyone else. The arbitrator's authority is limited to the Claims between you and us.

A party can file a written appeal to the arbitration administrator within 30 days of award issuance. The appeal must request a new arbitration in front of three neutral arbitrators designated by the same arbitration administrators. The panel will reconsider all factual and legal issues, following the same rules of procedure, and will make decisions based on majority vote. Any arbitration decision and award will be final and binding on the named parties and enforceable by any court having jurisdiction.

We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. Even if not otherwise required, we will reimburse you up to \$500 for any initial arbitration filing fees you have paid. We will also pay any fees of the arbitrator and arbitration administrator for the first two days of any hearing. If you win the arbitration, we will reimburse you for any fees you paid to the arbitration organization and/or arbitrator. All other fees will be allocated according to the arbitration administrator's rules and applicable law.

Rules and forms may be obtained from, and Claims may be filed with JAMS (800.352.5267 or jamsadr.com) or the AAA (800.778.7879 or www.adr.org). Arbitration hearings will take place in the federal judicial district that includes your address at the time the Claim is filed, unless the parties agree to a different place.

Lessee Initials Here Co-Lessee Initials Here N/A



CLOSED-END MOTOR VEHICLE LEASE AGREEMENT

Consumer Paper

Monthly Payment Lease

Single Payment Lease

1. PARTIES:

Lease Date: **07/22/2022**

Lessor - Dealer Name JAGUAR LAND ROVER FRISCO	Address 5935 PRESTON ROAD FRISCO TX 75034
Lessee - Name PLURIS MANAGEMENT GROUP, LLC	Address 206 E 9TH ST # 1300 AUSTIN TX 78701
Lessee - Name N/A	Address N/A

Each Lessee signing this Lease ("you" or "your") agrees to lease from the Lessor named above the vehicle described in Section 2 (the "Vehicle") on the terms and conditions in this Lease Agreement ("Lease"). Lessor intends to assign its rights and interest under this Lease to JPMorgan Chase Bank, N. A. ("Chase"). As used in this Lease, the terms "us," "our" and "we" refer to the Lessor and, after assignment, to Chase or its successors and assigns.

2. DESCRIPTION OF LEASED VEHICLE:

MODEL YEAR	MAKE	MODEL	BODY STYLE	COLOR	VEHICLE ID NO.	ODOMETER
2023	LAND ROVER	RANGE ROVER S	4DR P530 SE	CARP GRY PRM	SALKP9E71PA010399	18

If checked, the primary use of the Vehicle is business or commercial; otherwise, it is personal, family or household use.

3. LEASE TERM. The Lease Term is 36 months, beginning on the Lease Date (above) and ending on **07/22/2025** (the "Maturity Date").

4. DESCRIPTION OF TRADE-IN (if applicable)

MODEL YEAR	MAKE	MODEL	GROSS ALLOWANCE	AMOUNT OWED	NET TRADE-IN
2020	LAND ROVER	RANGE ROVER	\$ 85000.00	\$ 77713.13	\$ 7286.87

An "e" in this Lease indicates an estimate.

Federal Consumer Leasing Act Disclosures

5. Amount Due at Lease Signing or Delivery: (Itemized below)* \$ 17286.87	6. Lease Payments: (a) Monthly Payment Lease: Your first Monthly Payment of \$ 2662.78 is due on 7/22/2022 followed by 35 payments of \$ 2662.78 due each following month. The total of your Monthly Payments is \$ 100000.00 . (b) Single Payment Lease: Your Advance Single Payment of \$ N/A is due on N/A .	7. Turn-In Charge (not part of your Monthly Payment): Turn-In Charge (if you do not purchase the Vehicle from us) 495.00 Total: \$ 495.00	8. Total of Payments (The amount you will have paid by the end of the Lease): \$ 110979.17
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*Itemization of Amount Due at Lease Signing or Delivery

9. Amount Due at Lease Signing or Delivery:	10. How the Amount Due at Lease Signing or Delivery will be paid:
(a) Capitalized Cost Reduction \$ 14624.09	(a) Net trade-in allowance \$ 7286.87
(b) First Monthly Payment + \$ 2662.78	(b) Amount to be paid in cash + \$ 10000.00
(c) Advance Single Payment + \$ N/A	(c) Rebates and noncash credits:
(d) Refundable security deposit + \$ N/A	(1) Manufacturer Rebate(s) + \$ N/A
(e) Initial title fees + \$ N/A	(2) N/A + \$ N/A
(f) Initial registration fees + \$ N/A	(3) N/A + \$ N/A
(g) Sales or use tax + \$ N/A	(4) N/A + \$ N/A
(h) Acquisition Fee + \$ N/A	(d) Total = \$ 17286.87
(i) Dealer document processing fee + \$ N/A	
(j) Prior credit or lease balance + \$ N/A	
(k) N/A + \$ N/A	
(l) N/A + \$ N/A	
(m) N/A + \$ N/A	
(n) N/A + \$ N/A	
(o) N/A + \$ N/A	
(p) N/A + \$ N/A	
(q) N/A + \$ N/A	
(r) N/A + \$ N/A	
(s) N/A + \$ N/A	
(t) N/A + \$ N/A	
(u) N/A + \$ N/A	
(v) Total = \$ 17286.87	

Lessee Initials Here ML Co-Lessee Initials Here N/A

11. Your Lease payment is determined as shown below.

(a) Gross capitalized cost. The agreed upon value of the Vehicle (<u>\$153877.70</u>) and any items you pay for over the Lease Term (such as taxes, fees, service contracts, insurance, and any outstanding prior credit or lease balance) (See Section 16 below for an itemization of this amount)	\$ <u>160137.87</u>
(b) Capitalized cost reduction. The amount of any rebate, net trade-in allowance, noncash credit or cash you pay that reduces the gross capitalized cost	- \$ <u>14624.09</u>
(c) Adjusted capitalized cost. The amount used in calculating your base Monthly Payment.	= \$ <u>145513.78</u>
(d) Residual value. The value of the Vehicle at the end of the Lease used in calculating your base Monthly Payment.	- \$ <u>80583.75</u>
(e) Depreciation and any amortized amounts. The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease Term.	= \$ <u>64930.03</u>
(f) Rent charge. The amount charged in addition to the depreciation and any amortized amounts.	+ \$ <u>30930.05</u>
(g) Total of base Monthly Payments. The depreciation and any amortized amounts plus the rent charge.	= \$ <u>95860.08</u>
(h) Lease Payments. The number of payments in your Lease.	÷ <u>36</u>
(i) Base Lease Payment (Monthly or Advance Single, as applicable)	= \$ <u>2662.78</u>
(j) Sales/use tax.	+ \$ <u>N/A</u>
(k) Other: N/A	+ \$ <u>N/A</u>
(l) Total Lease Payment (Monthly or Advance Single, as applicable)	= \$ <u>2662.78</u>

Lease terms are negotiable with the Lessor. The Lessor intends to assign this Lease Agreement and may retain a portion of the Total Lease Payments.

12. Early Termination. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

- 13. Excessive Wear and Use.** You may be charged for excessive wear based on our standards for normal use, and for mileage in excess of 7500 miles per year during the scheduled Lease Term at the rate of 30 cents per mile.
- 14. Purchase Option at End of Lease Term.** You have an option to purchase the Vehicle at the end of the Lease Term for \$ 80583.75 and a purchase option fee of \$ 150.00, for a total of \$ 80733.75. The purchase option fee does not include fees for tags, taxes or registration.
- 15. Other Important Terms.** See the remainder of this Lease for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance wear standards and any security interest, if applicable.

16. ITEMIZATION OF GROSS CAPITALIZED COST.

(a) Agreed upon value of the Vehicle	\$ <u>153877.70</u>
(b) Sales/use tax	+ \$ <u>N/A</u>
(c) Initial title, license and registration fees	+ \$ <u>188.25</u>
(d) Acquisition Fee	+ \$ <u>895.00</u>
(e) Prior credit or lease balance	+ \$ <u>N/A</u>
(f) Dealer document processing fee	+ \$ <u>150.00</u>
(g) ROAD HAZARD & TIRE WITH RENTAL	+ \$ <u>1456.00</u>
(h) ALLOY WHEEL REPAIR CLASS 3-6	+ \$ <u>1258.00</u>
(i) L&M FEE	+ \$ <u>2308.17</u>
(j) TX P&H FEE	+ \$ <u>4.75</u>
(k) N/A	+ \$ <u>N/A</u>
(l) N/A	+ \$ <u>N/A</u>
(m) N/A	+ \$ <u>N/A</u>
(n) N/A	+ \$ <u>N/A</u>
(o) N/A	+ \$ <u>N/A</u>
(p) N/A	+ \$ <u>N/A</u>
(q) N/A	+ \$ <u>N/A</u>
(r) Gross Capitalized Cost	= \$ <u>160137.87</u>

17. OFFICIAL FEES AND TAXES. The total amount you will pay for official and license fees, registration, title, and taxes over the term of your lease, whether included with your Monthly Payments (or Advance Single Payment, as applicable) or assessed otherwise is:

\$ 1326.60

This amount is an estimate. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the Vehicle when a sales tax is assessed. ♦

WARRANTIES. The Vehicle is subject to the manufacturer's standard new car warranty. The vehicle is also subject to any other express warranties or guarantees disclosed here:

N/A

There are no warranties, guarantees or other rights provided to you by us or the Vehicle's manufacturer other than those disclosed in this Lease.

WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT WHERE PROHIBITED BY LAW.

19. INSURANCE VERIFICATION. The insurance required by Section 28 of this Lease is in force on the Lease Date as follows:

Insurance Co.: ALLIANT INSURANCE
 Policy No.: CF8CA00256-221
 Agent's Name: N/A
 Agent's Address: 6400 S FIDDLERS GRNCIR ST 2000 GREENWOOD
 Phone Number: (559) 437-3370

♦ A SERVICE AND HANDLING FEE IS NOT AN OFFICIAL FEE. A SERVICE AND HANDLING FEE IS NOT REQUIRED BY LAW BUT MAY BE CHARGED TO THE CUSTOMER FOR PERFORMING SERVICES AND HANDLING DOCUMENTS RELATING TO THE CLOSING OF A SALE OR LEASE. THE SERVICE AND HANDLING FEE MAY RESULT IN PROFIT TO THE DEALER. THE SERVICE AND HANDLING FEE DOES NOT INCLUDE PAYMENT FOR THE PREPARATION OF LEGAL DOCUMENTS. THIS NOTICE IS REQUIRED BY LAW.

20. OPTIONAL INSURANCE AND OTHER PRODUCTS.

You are not required to buy any of the optional insurance products or other products listed below. You should carefully review the contracts that describe the details of any optional insurance products or other products you choose to buy. By signing this Lease, you have elected to purchase from the Lessor the following optional insurance products and other products:

Type	Provider Name	Coverage Term/Coverage Amount	Premium/Charge*
<input type="checkbox"/> Service Contract	<u>N/A</u>	<u>N/A</u> miles/ <u>N/A</u> months	\$ <u>N/A</u>
<input type="checkbox"/> Prepaid Maintenance Plan	<u>N/A</u>	<u>N/A</u> miles/ <u>N/A</u> months	\$ <u>N/A</u>
<input type="checkbox"/> Tire & Wheel Protection	<u>N/A</u>	<u>N/A</u> miles/ <u>N/A</u> months	\$ <u>N/A</u>
ROAD HAZARD & TIRE W	<u>HALO</u>	<u>N/A MI / 36 MO</u>	\$ <u>1456.00</u>
ALLOY WHEEL REPAIR C	<u>NSD</u>	<u>N/A MI / 36 MO</u>	\$ <u>1258.00</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A MI / N/A MO</u>	\$ <u>N/A</u>
You have purchased the optional products listed above for a total charge of:			\$ <u>2714.00</u>

* The Dealer may retain a portion of the premiums or other charges for the optional insurance products and other products listed above.

21. HOW THIS LEASE MAY BE CHANGED. This Lease contains the entire agreement for the Lease of the Vehicle. We may, in our sole discretion, agree orally to requests for extensions, deferrals, or due date changes, and confirm them electronically or in writing. We may, at our option, change any provision in this Lease by giving you at least 10 days' advance written or electronic notice of the proposed change, provided that the change is at least as favorable to you as the existing provision. No other changes to this Lease are effective unless they are in a written or electronic agreement signed by you and us.

Lessee's Signature: JMP, manager Lessee's Signature: N/A

LESSEE(S) NOTICES AND SIGNATURES

BY SIGNING THIS LEASE, YOU ACKNOWLEDGE THAT THIS LEASE CONTAINS AN "ARBITRATION PROVISION" HEREIN, THAT YOU HAVE READ THE AGREEMENT TO ARBITRATE DISPUTES AND AGREE TO ITS TERMS.

Total Loss Early Termination Payoff Balance Notice: If there is a total loss, destruction or theft of the Vehicle, the early termination payoff balance (Adjusted Lease Balance) of the Vehicle as determined under Section 30 of this Lease may be different than the actual cash value of the Vehicle as determined by your insurer of the Vehicle. Section 31 provides that you will not be obligated to pay us this amount, unless, as of the date of such total loss, you do not have in effect a physical damage insurance policy as required by Section 28. By signing this Lease, you acknowledge that you have read this notice and understand its content. Michigan: Lessee must initial indicating you have read this notice and understand its content.

Lessee's Initial: JMP Lessee's Initial: N/A

NOTICE TO LESSEE(S): BY SIGNING THIS LEASE BELOW YOU ACKNOWLEDGE THAT: (1) EACH LESSEE ACCEPTS AND IS SEPARATELY LIABLE UNDER THE TERMS AND CONDITIONS OF THIS LEASE; AND (2) YOU HAVE READ ALL PAGES OF THIS LEASE (INCLUDING TERMS APPEARING AFTER YOUR SIGNATURE, ON ADDITIONAL PAGES OF THIS LEASE), UNDERSTAND ALL OF ITS TERMS, AND WERE PRESENTED A COMPLETELY FILLED IN COPY BEFORE SIGNING BELOW. BEFORE SIGNING, YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THE LEASE YOU MAY KEEP. YOU ARE ALSO ENTITLED TO A COPY OF YOUR SIGNED LEASE.

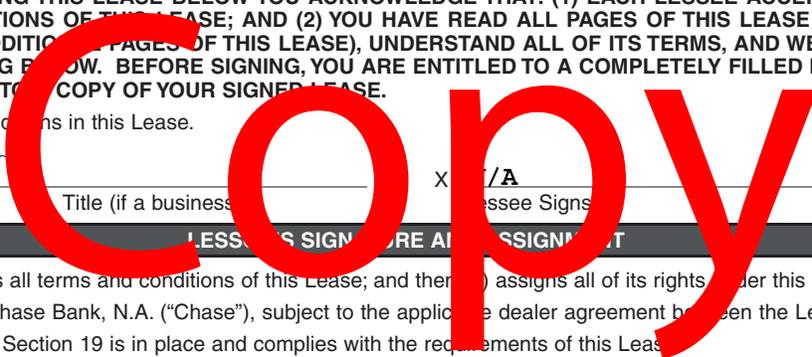
Lessee(s) agree to all terms and conditions in this Lease.

X JMP, manager Title (if a business) N/A Lessee Signs N/A Title (if a business)

LESSOR'S SIGNATURE AND ASSIGNMENT

By signing below, Lessor: (1) accepts all terms and conditions of this Lease; and then (2) assigns all of its rights under this Lease, as well as all title and interest in and to the Vehicle, to JPMorgan Chase Bank, N.A. ("Chase"), subject to the applicable dealer agreement between the Lessor and Chase; and (3) warrants to Chase that the insurance set forth in Section 19 is in place and complies with the requirements of this Lease.

X [Signature] Title: _____ Date: 07/22/2022
Lessor-Dealer Signs



VEHICLE MAINTENANCE, USE AND INSURANCE

22. PAYMENTS. You will pay all Monthly Payments and other amounts owed under this Lease when due and as we direct. Your first Monthly Payment is due on the Lease Date. All subsequent Monthly Payments are due on the same day of each following month, except that if the Lease Date falls on the 29th, 30th or 31st day of the month, all subsequent Monthly Payments are due on the first day of each month beginning in the second month following the Lease Date. If your payment schedule above reflects that subsequent Monthly Payments are due on the 29th, 30th or 31st day of the month, then this Section controls rather than the payment schedule. If we collect sales/use tax on your Monthly Payments and you move, the amount of your Monthly Payment will change if the tax changes.

23. LATE PAYMENTS AND RETURNED ITEMS. You will pay us a late fee of the lesser of **\$25 or 5%** of the unpaid amount of any Monthly Payment not received by us within **10 days (15 days in Maine)** after its due date (except if the Lease is entered into in: Iowa - No late fee; Colorado - \$15; Wyoming and Maine - Lesser of \$10 or 5% of the unpaid amount of any payment). This fee will be due upon demand. If any check, draft, electronic payment or other payment we receive is returned unpaid or declined for any reason, then you will not be required to pay us a returned item fee.

24. MAINTENANCE AND OPERATING COSTS. You will maintain, service and repair the Vehicle as recommended in the owner's manual and as needed to keep the Vehicle in good operating condition and free of physical damage. Replacement parts must be original equipment manufacturer parts or parts of equal quality or design. You will have any defects timely repaired according to any manufacturer's safety recall notices. You will pay all operating expenses for the Vehicle, including the cost of oil, gas, lubrication, parts, labor, storage, parking, towing, tolls and all other costs associated with operating the Vehicle. You will maintain records of all repairs and maintenance. If the odometer stops working, you must fix it immediately. You will not modify the Vehicle (such as adding, removing or modifying any accessories, equipment, parts, painting or lettering) without our prior written permission. Any accessories, equipment or parts installed in or on the Vehicle become our property and part of the Vehicle regardless of whether we gave you our written permission. You will make the Vehicle available to us for inspection upon our reasonable request. Any inspection we perform will be solely to protect our interests in the Vehicle or to determine your liability under this Lease and is not a representation or warranty to you about the Vehicle's condition or safety.

25. TITLE, REGISTRATION AND OFFICIAL FEES AND TAXES. You will keep the Vehicle's registration and licensing current with the appropriate governmental office. Legal title to the Vehicle will be in our name and the Vehicle will be titled as we direct. You will pay when due all government taxes and fees (other than our income taxes) in connection with this Lease, including its termination, and the Vehicle, whether assessed on you, us or the Vehicle. Your responsibility includes, but is not limited to, any personal property taxes and fees for title, registration and licensing. You are responsible for government taxes and fees that are assessed or imposed for any period that begins before you purchase or return the Vehicle to us, even if those fees or taxes are billed or due afterwards. At termination of this Lease, you will pay, at our option, an amount we estimate for such government taxes and fees that are not yet billed. If the actual taxes or fees are less than our estimate, we will refund you the difference; if they are more, you will pay us the difference. We are not required to apply on your behalf for any exemptions or refunds of government taxes or fees. If we receive a bill for government fees and taxes, we may forward it to you for payment or we may pay it and you will reimburse us upon our demand. Texas Lessee waives any timing requirement regarding personal property tax assessment notices relating to the Vehicle in the event that applicable law requires such notice from Lessor to Lessee.

26. USE OF THE VEHICLE. You will not use the Vehicle or allow anyone else to use it (a) unlawfully or for any illegal or wrongful purpose; (b) to transport goods or persons for hire; (c) without a valid driver license and insurance; or (d) in any manner that would not be covered by your required insurance policy or that would void any warranty. You will not take or allow others to take the Vehicle outside the United States without our prior written permission.

27. FINES AND PENALTIES. You will pay when due any fine, penalty, traffic ticket, parking ticket, or court costs issued in connection with the Vehicle's use (all referred to as a "**Fine(s)**"). We are not responsible for any Fines. If we receive a citation, court process or other demand for payment of a Fine during the term of this Lease, you authorize us to inform the entity issuing the Fine, its agent, toll road or toll highway company that you are responsible for paying the Fine and to give them your name, driver license number, contact information, and a copy of this Lease and any related information. Colorado: Pursuant to C.R.S. § 43-3-302(7)(b)(II) you are liable for payment of any toll evasion violation incurred on or after taking possession of the Vehicle. At our option, we may pay any Fine that you have not paid on your behalf. You must reimburse us for any such amount immediately upon demand.

28. INSURANCE. You must keep the Vehicle insured with the following minimum insurance coverages in addition to any other insurance required by law: (a) \$100,000 for bodily injury to one person, \$300,000 for bodily injury for any one accident, and \$50,000 for property damage; and (b) collision, fire, theft and comprehensive coverage covering the Vehicle's actual value with a deductible of no more than \$1,000. Such policies may include or restrict coverage if you were to drive the Vehicle, or when the driver is someone you allow to drive the Vehicle or who you can reasonably foresee may drive the Vehicle, and/or other persons specified by Chase must be listed as loss payee and additional insured. You will not operate the Vehicle if the insurance coverage has lapsed or has been cancelled. The insurance policy must state that we will be given at least 10 days' advance notice of any cancellation, reduction, or other material change in coverage. You may provide the insurance through any insurer reasonably acceptable to us. You will give us written proof of coverage upon our request. You will remain liable to us for any loss we suffer because your insurer denies a claim. You authorize us to file a claim for loss or damage to the Vehicle and to collect insurance proceeds, directly with or from your insurer, as well as to endorse your name on any insurance check or draft. You will cooperate with us in completing insurance processes, including providing or signing any releases or other documents. You will not settle any insurance claim or accept any settlement payment from your insurer without obtaining our written permission. If you fail to maintain the required insurance we may, but are not required to, do so to protect our interests and you will reimburse us for the insurance premium we pay (Louisiana Customers: You have the option of furnishing the required insurance either through existing policies of insurance coverage or through a Louisiana insurance company authorized to transact business in Louisiana.)

NO PHYSICAL DAMAGE OR LIABILITY INSURANCE COVERAGE FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED BY OTHERS IS INCLUDED IN THIS LEASE.

DEFAULT AND LEASE TERMINATION

29. DEFAULT

(a) **Events of Default.** You will be in default if: (1) you fail to pay any Monthly Payment or other amount you owe under this Lease when due; (2) you gave any false or misleading information when applying for this Lease; (3) you become insolvent or the subject of a bankruptcy proceeding; (4) you are dissolved (if an entity), die or become incompetent and there is no surviving Lessee; or (5) you break any other promise in this Lease.

(b) **Our Remedies.** If you default, in addition to any other rights we have, we can do one or more of the following at our option and without notifying you, except for any notice required by law: (1) take any reasonable measures to correct the default or to save us from loss, in which case you will reimburse us upon demand for our expenses; (2) terminate this Lease and your rights to possess and use the Vehicle; (3) take possession of the Vehicle by any lawful method or manner; (4) cancel any optional product or service you purchased as part of this Lease and apply any refunds for unearned premiums or charges to amounts you owe under this Lease; (5) or pursue any other remedy at law or in equity.

LOUISIANA LAW PERMITS REPOSSESSION OF MOTOR VEHICLES UPON DEFAULT WITHOUT FURTHER NOTICE OR JUDICIAL PROCESS. (In Louisiana, default for this purpose means the nonpayment of two consecutive payments on the date due.)

(c) **Default Charges:** In addition to all other amounts you owe under this Lease, including, but not limited to, any liability under Sections 27, 30, 31 or 33, as applicable, you will pay us all of the following, as permitted by law: collection costs; court costs; the reasonable expenses we incur in connection with locating, retaking (or attempting to retake), storing and transporting the Vehicle, the actual costs for selling the Vehicle and preparing it for sale; and, if the Lease is referred to attorneys who are not our salaried employees, reasonable attorneys' fees we incur to enforce this Lease.

30. EARLY TERMINATION

(a) **Early Termination Liability.** If you are not in default, you may end this Lease at any time before the end of the Lease Term by returning the Vehicle to a place we specify. We may end this Lease at any time before the end of the Lease Term if you default. If you or we end this Lease before the beginning of the final Monthly Period (defined below) and the Vehicle is not a Total Loss, then we will assess an Early Termination Charge equal to the Adjusted Lease Balance minus the Vehicle's Fair Market Value. For a Monthly Payment Lease, if you have returned the Vehicle as required or we have recovered the Vehicle, then the Early Termination Charge will not exceed the sum of all remaining Monthly Payments that would otherwise have been due from the early termination date to the Maturity Date and any End-of-Term Liability under Section 33. Your total early termination liability will equal this Early Termination Charge plus any other amounts that have become due and are unpaid at termination (including, for a Monthly Payment Lease, any unpaid Monthly Payments due before termination), less any credits to your account. We will credit your account for any remaining Refundable Security Deposit (see Sections 9(d) and 38) and any refunds we may receive from the cancellation of any Optional Insurance or Other Products (see Section 20). For a Single Payment Lease, we will credit your account for any portion of the Single Payment that is not allocated to the rent charge earned or Depreciation when calculating the Adjusted Lease Balance. Additionally, for a Single Payment Lease, your early termination liability under this Section will not exceed the amount of any End-of-Term Liability under Section 33 after applying any credits for any remaining Refundable Security Deposit and any refunds we receive from the cancellation of any Optional Insurance or Other Products. If any of these credits result in a negative early termination liability, then the excess credits will be refunded to you. If the Vehicle is a Total Loss, your early termination liability will be determined under Sections 28 and 31 rather than under this Section. Further, if you are in default and the Vehicle has not been returned as required or recovered by us, then we will use the amount that you would have owed if you had exercised your purchase option under Section 32, including the purchase option fee, as the Adjusted Lease Balance when calculating the Early Termination Charge. (If you pay all that you owe, including this amount, then we will sell the Vehicle to you under Section 32.)

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(b) **Calculation of the Adjusted Lease Balance.**

(1) **Calculation of the Monthly Rent Charge:** We earn a portion of the total rent charge (see Section 11(f)) during each month of the Lease Term. To calculate the rent charge earned each month, we divide the Lease Term into monthly periods (each "Monthly Period"). For a Monthly Payment Lease, the first Monthly Period begins on due date of the first Monthly Payment (see Section 6(a)) and subsequent Monthly Periods begin on the due date of each subsequent Monthly Payment. For a Single Payment Lease the first Monthly Period begins on due date of the Single Payment (see Section 6(b)) and subsequent Monthly Periods begin on the same day of each subsequent month. We figure the monthly rent charge earned using the "Constant Yield Method." When figuring the monthly rent charge, monthly rent charges are earned in advance on the first day of each Monthly Period. The rent charge for a Monthly Period equals (i) the constant rate implicit in the Lease multiplied by (ii) the Balance Subject to Rent Charge. In the case of a Monthly Payment Lease, the Balance Subject to Rent Charge in a Monthly Period equals the difference between the Adjusted Capitalized Cost and the sum of (i) all Depreciation for each prior Monthly Period plus (ii) the first Monthly Payment. In the case of a Single Payment Lease, the Balance Subject to Rent Charge is determined by subtracting from Residual Value (see Section 11(d)) the total rent charge scheduled to be earned over the Lease Term (see Section 11(f)) and adding to the difference all rent charges accrued during the preceding Monthly Periods.

(2) **Depreciation:** At the beginning of each Monthly Period, we allocate a portion of the Monthly Funds to the rent charge earned based on the calculation above, and the rest to monthly depreciation and other amortized amounts ("Depreciation"). For a Monthly Payment Lease, the "Monthly Funds" for a Monthly Period is equal to the base Monthly Payment due. For a Single Payment Lease, the "Monthly Funds" for a Monthly Period is equal to the base Single Payment divided by the number of monthly periods during the Lease Term. (Your base Monthly or Single Payment is the payment before taxes and other non-amortized amounts (see Section 11(i)).

(3) **Adjusted Lease Balance:** The Adjusted Lease Balance equals the Adjusted Capitalized Cost minus the sum of all accrued monthly Depreciation for each Monthly Period before termination of this Lease and the Monthly Period in which this Lease terminates.

(c) **Fair Market Value.** The Vehicle's Fair Market Value is equal to the net sale price we receive for the Vehicle at a wholesale sale, after deducting from the gross sale price the reasonable expenses we incur to transport, recondition, prepare for sale and sell the Vehicle. Alternatively, if you obtain an appraisal of the Vehicle's wholesale value, at your expense, within 30 days prior to or 10 days after the termination date from a professional independent appraiser agreed to by us, then we will use the appraised value as the Vehicle's Fair Market Value. You and we also may agree in writing to a specific amount for the Vehicle's Fair Market Value. If the Vehicle's Fair Market Value is negative, then we treat the Vehicle's Fair Market Value as zero. Additionally, the Vehicle's Fair Market Value is zero if the Vehicle is not returned to us.

31. DAMAGE, LOSS OR DANGER TO THE VEHICLE. You will keep the Vehicle free from any liens, encumbrances or claims, whether voluntary or involuntary. You will not allow the Vehicle (and will not allow others to take actions causing the Vehicle) to become damaged, destroyed, stolen, lost, confiscated, seized, abandoned, or subjected to undue peril. You will notify us and your insurance company within 24 hours if any of these events occurs.

(a) **Liability for Total Loss.** You are responsible for the risk of loss to the Vehicle. If the Vehicle is lost, stolen or damaged beyond repair (a "Total Loss"), we will terminate this Lease and, except for amounts waived under Subsection (b) below, you will pay us promptly upon our demand the Adjusted Lease Balance (see Section 30(b)) less credits for (i) any remaining Refundable Security Deposit (Sections 9(d) and 38), (ii) any refunds we receive from the cancellation of any Optional Insurance or Other Products (Section 20), and (iii) any other amounts we receive in payment for the loss, plus any other amounts due under this Lease at termination. For a Single Payment Lease, we also will provide a credit for any portion of the Single Payment that is allocated to the earned monthly rent charge or monthly Depreciation when calculating the Adjusted Lease Balance.

(b) **Conditional Gap Waiver.** If the Vehicle is a Total Loss and you had in place the insurance required by this Lease on the date of loss, we will waive any portion of the Adjusted Lease Balance remaining after we subtract the payment we receive from your insurer for the loss (the "Gap Amount"). However, you will still owe us any other amounts due under this Lease plus any amounts your insurer deducts from the Vehicle's actual cash value (for example, for any pre-existing damage) and an amount equal to your insurance deductible when paying the claim. You will be in default and our waiver of the Gap Amount in this Subsection (b) will not apply if you did not have the required insurance in place on the date of loss, you do not otherwise comply with Section 28, or your insurer denies any part of the claim.

32. PURCHASE OPTION. You may purchase the Vehicle from us if you are not in default, on an AS-IS, WHERE-IS basis, at any time before or at the end of the Lease Term. To purchase the Vehicle, you must pay the sum of (a) the amount in Section 14 if you purchase the Vehicle at the end of the Lease Term, or the Adjusted Lease Balance plus the purchase option fee in Section 14 if you purchase it before the end of the Lease Term, plus (b) any related official fees, such as sales tax, other taxes, title, tags, license and registration we are required to collect, plus (c) any past due Monthly Payments and any other amounts you owe under this Lease. If you purchase the Vehicle, you will transfer title, re-register the Vehicle and remove and return the license plates (if required by law) within 30 days after purchase or any shorter time required by law. You will sign any additional documents necessary to effect the purchase. We may, at our option, apply any credits or security deposit under this Lease towards the purchase price.

33. END-OF-TERM LIABILITY. Your right to use the Vehicle ends on the Maturity Date. If this Lease ends after the last Monthly Payment is due, then we will treat this Lease as if it terminated at the end of the Lease Term and not as if it ended early. However, if the Vehicle is a Total Loss, Stolen, or Damaged Beyond Repair and you do not purchase the Vehicle, at the end of the Lease Term you must return the Vehicle to a place we specify and we will bill us within one business day of return of the Vehicle and pay us the following end-of-term liability upon our demand: (a) the **Turn-In Fee** disclosed in Section 7; plus (b) any excess lease charges under Section 13; plus (c) any excess wear and use under Section 34; plus (d) all other amounts due and unpaid under this Lease. You will not keep the Vehicle past the end of the Lease Term unless we agree in writing to extend the Lease Term. For each full or partial Monthly Period after the end of the Lease Term that you have not returned or purchased the Vehicle, you will pay us an additional amount equal to one Monthly Payment (if this is a Single Payment Lease, this monthly amount equals the Advance Single Payment disclosed under Section 6(b) divided by the number of months in the Lease Term) due at the beginning of each Monthly Period, plus a late fee under Section 23 if paid late. Our demand for or acceptance of these payments does not constitute an agreement to extend the Lease Term. Additionally, if you have not returned or purchased the Vehicle by the Maturity Date as stated above, we may charge you a default and chargeback amount that you would have owed if you had exercised your purchase option at the end of the Lease Term (see Section 32) as damages for failure to return the Vehicle. You agree to pay this amount in full, and if you do pay, then we will sell the Vehicle to you under Section 32. We may charge you this amount even if you have made one or more payments to us at the end of the Lease.

34. EXCESS WEAR AND USE. You will not subject the Vehicle to more than normal wear and use. If you do not purchase the Vehicle at the end of the Lease Term you will owe us for excess mileage under Section 13, plus our actual or estimated cost to repair or replace any excess wear and use to the Vehicle, whether or not we make repairs. We will total the costs of items (a) through (f), as follows, and you will owe us any portion of the total in excess of costs expected based on normal wear and use, plus the other amounts set forth at the end of this Section: (a) holes, tears, burns, stains, strong odors or excessively worn areas in the carpet, other interior surfaces or convertible top; (b) scratches, chips, dents, pits, rust, holes or cracks in the wheels or exterior surfaces, windshield or other glass surfaces or metal work; (c) cracked, broken or missing windows, doors, lights, trim, mirrors or antennae; (d) missing, damaged or nonworking mechanical equipment, safety or emissions control equipment, electrical or other parts or accessories; (e) damage to the Vehicle's frame or alignment; (f) damage due to improper, poor quality or incomplete repairs or paint work. You also will remain liable to us for the full cost of any such items resulting from intentional or willful abuse or misuse. In addition, you will owe us the full cost of any missing, damaged or mismatched tires (including spare), any tire that has less than 1/8th inch tread at its lowest point or that is not comparable in quality to the original equipment, and any missing manual or missing or nonworking keys or remote entry devices.

ADDITIONAL TERMS AND CONDITIONS

35. INDEMNITY AND NO INTENDED THIRD PARTY BENEFICIARY RIGHTS. Except as expressly provided in this Lease, you will hold us harmless and indemnify us from any and all claims, liability, loss and expense (including court costs and attorneys' fees) arising from or related to the use, maintenance, condition or possession of the Vehicle, or your failure to perform any obligation in this Lease. This Lease shall not be deemed to confer any rights or remedies upon any person, including but not limited to any rights to enforce these terms, other than by Chase, and its respective successors and assigns.

36. ODOMETER STATEMENTS. Whether or not you purchase the Vehicle, when this Lease terminates you must give us a written statement regarding the odometer reading as required by federal and/or state law. Failure to complete this statement upon our request or giving false information may result in fines and/or imprisonment.

37. ASSIGNMENT. This is a true lease and you will not own any equity in the Vehicle unless you exercise the purchase option in Section 32. **You will not assign, sublease or transfer any interest in the Vehicle or your rights or obligations under this Lease without getting our written permission first.** After any such assignment, you will remain fully responsible for the performance of this Lease even if we gave you our permission. We may assign or transfer any interest in the Vehicle or our rights and obligations under this Lease without your permission and without notifying you first.

38. SECURITY DEPOSIT. You will not earn any interest, benefit, increase or profits on any security deposit. You further agree that we may retain any interest, benefit, increase or profits we earn on your security deposit or other property in which we have a security interest. We may commingle your security deposit with our other funds. We may use your security deposit to pay or satisfy any amount or obligation you fail to pay or satisfy under this Lease. After this Lease terminates, we will refund to you any unused portion of your security deposit.

39. NOTICES AND ADDRESS CHANGES. You will mail or deliver any written notices to us in connection with this Lease to the address we provide for the type of notice or, if none, our address for general correspondence. Notices sent to an address we designate for payments only are not effective. If your phone number, or any address we have for you or the Vehicle, changes or is incorrect, you will give us an updated phone number or address within **15 days**. We may send you any notices, bills, correspondence and any refunds owed to you to your address in Section 1, or to any other address you provide us or that we may obtain directly or indirectly from the U. S. Postal Service. We may also send you notices, bills and correspondence electronically (i) at any email address you have provided to us, or (ii) by posting the notice, bill or correspondence on a website and sending you a notice to your email address telling you that the communication has been posted, describing the general purpose of the communication and its location, and providing instructions on how to view it. Delivery of any notice, bill or correspondence in this manner will be effective when we send the email.



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40. USE OF TELEPHONE, EMAILS AND TEXT MESSAGES. In addition to any other lawful method of communication, we and our agents and representatives may contact you regarding the origination, servicing, and collection of amounts due under this Lease at any telephone number or email address you give us or where we believe we may reach you. You give us and our agents and representatives permission to use automatic telephone dialing systems to call you, send you text messages or leave you artificial or prerecorded voice messages, at any telephone number you give us, including a telephone number for a cellular phone or mobile device or any number we obtain for you from another source. In addition, you give us permission to monitor or record telephone calls between you and us regarding this Lease.

41. CONSUMER REPORTS AND VERIFICATION. You agree that we may obtain one or more consumer reports (including credit reports) about you from consumer reporting agencies in connection with your application for this Lease and for the purpose of taking collection action, updating, renewing, refinancing, modifying or extending this Lease. You agree that we may also verify your employment, income, assets and debts, and you hereby authorize anyone receiving a copy of this Lease to give us such information.

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

42. ADDITIONAL INFORMATION AND DOCUMENTS. Promptly upon our reasonable request, you will (a) give us any additional documents and information to allow us to verify any information provided in connection with your application for this Lease, in connection with the Vehicle or your compliance with this Lease, and (b) sign any documents necessary to effect this Lease, including, but not limited to, motor vehicles department forms.

43. JOINT LESSEES. If there is more than one Lessee, each Lessee is jointly and severally liable under this Lease. If we release, waive or delay in the enforcement of our rights as to one Lessee, then that will not affect our rights as to the other Lessee. We may, in our sole discretion, pay any refund or other amounts we owe you in connection with this Lease jointly to both Lessees or individually to either Lessee. Also, you agree that notice provided by us to any Lessee is effective notice to all Lessees, including you, except as otherwise required by applicable law. We may also, in our sole discretion, allow one Lessee to exercise any right under this Lease with respect to the Vehicle without the other Lessee's consent or participation and any authorization provided by any Lessee, is effective and binding on you even if you did not provide such authorization.

44. SECURITY INTEREST. Except in Colorado, Indiana, Kansas, Oklahoma, Maine, South Carolina, West Virginia, and Wyoming, you grant us an irrevocable security interest in the following to secure performance of your obligations under this Lease: (a) in payment under any insurance policy or from any other party in payment for loss or damage to the Vehicle; (b) in the proceeds of any mechanical breakdown protection contract, service contract, or other optional product or service purchased as part of this Lease; and (c) any refunds of unearned premiums or charges for any of the foregoing. You authorize us to apply any amounts we receive to your obligations under this Lease. You will not earn any interest, benefit, increase or profits on or in any property in which we have a security interest.

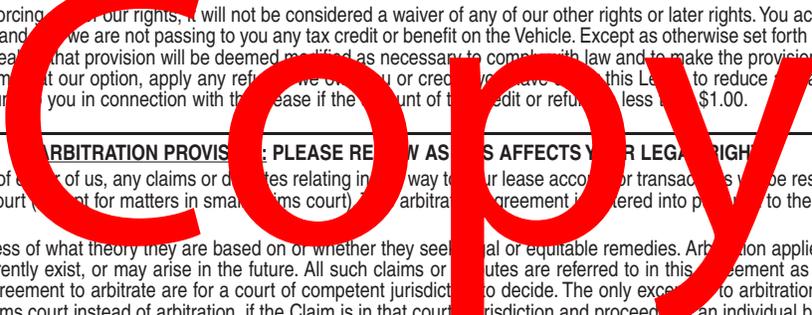
45. ASSIGNMENT OF UNEARNED PREMIUMS AND CHARGES. You assign to us any refunds of unearned premiums or charges for any insurance or optional products or services purchased as part of this Lease.

46. LIMITED POWER OF ATTORNEY. You hereby appoint us or our agent as your attorney-in-fact to do the following: (a) settle any insurance claim related to the Vehicle, (b) endorse your name on any check or draft we receive from your insurer or from any other party for damage to or loss of the Vehicle, and (c) to sign your name to any title, registration or other documents related to the Vehicle, for example, state motor vehicles department applications and documents. This power of attorney is coupled with an interest in the Vehicle and is not revocable as long as we have an interest in the Vehicle.

47. ELECTRONIC EXECUTION, AUTHORITATIVE COPY AND CONVERSION TO PAPER. This Lease and any other associated documents may be signed on paper, or signed electronically as an electronic record. (a) If this Lease is signed electronically as an electronic record, then at our option an authoritative electronic copy of this Lease ("Authoritative Copy") may be converted to paper and marked as the original by us (the "Paper Original"). Unless and until we create a Paper Original, the Authoritative Copy of this Lease: (i) will reside in a document management system designated by us or our custodian for the storage of authoritative copies of electronic records, and (ii) is held in the ordinary course of business. (b) In the event we convert the Authoritative Copy to a Paper Original, you acknowledge and agree that: (i) the electronic signing of this Lease also constitutes issuance and delivery of the Paper Original, (ii) the electronic signature(s) associated with this Lease, when affixed to the Paper Original, constitutes a legally valid and binding signature on the Paper Original, and (iii) your obligations will be evidenced by the Paper Original after the conversion.

48. GOVERNING LAW. Except as otherwise set forth in this Lease, this Lease will be governed by the laws of the state of the Lessor's address (as set forth in Section 1 of this Lease) and federal law, including any applicable federal law relating to the use of electronic records and signatures.

49. GENERAL. If we waive or delay in enforcing any of our rights, it will not be considered a waiver of any of our other rights or later rights. You acknowledge that we have not given you any tax information or advice about this Lease and we are not passing to you any tax credit or benefit on the Vehicle. Except as otherwise set forth in the Arbitration Provision, if any provision of this Lease is determined to be unenforceable, that provision will be deemed modified as necessary to comply with law and to make the provision enforceable, and all remaining provisions of this Lease will remain in full effect. We may, at our option, apply any refund, rebate, credit or other amount we receive in connection with this Lease to reduce the amounts you owe us under this Lease. We are not required to make any credit or refund to you in connection with this Lease if the amount of the credit or refund is less than \$1.00.



ARBITRATION PROVISION: PLEASE READ HOW THIS AFFECTS YOUR LEGAL RIGHTS.

You and we agree that upon the election of either of us, any claims or disputes relating in any way to your lease account or transactions will be resolved by binding arbitration as discussed below, and not through litigation in any court (except for matters in small claims court). This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA").

Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist, or may arise in the future. All such claims or disputes are referred to in this agreement as "Claims." However, claims relating to the scope, enforceability or validity of this agreement to arbitrate are for a court of competent jurisdiction to decide. The only exception to arbitration of Claims is that both you and we have the right to pursue a Claim in a small claims court instead of arbitration, if the Claim is in that court's jurisdiction and proceeds on an individual basis. Claims in arbitration will proceed on an individual basis, on behalf of the named parties only. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the Vehicle, to recover a deficiency balance, or for individual injunctive relief. Arbitration procedures are generally simpler than court rules, and discovery can be more limited. Certain rights that you have in court may not be available in arbitration.

YOU AND WE AGREE NOT TO: 1) SEEK TO PROCEED ON ANY CLAIM IN ARBITRATION AS A CLASS CLAIM OR CLASS ACTION OR OTHER COMPARABLE REPRESENTATIVE PROCEEDING; 2) SEEK TO CONSOLIDATE IN ARBITRATION ANY CLAIMS INVOLVING SEPARATE CLAIMANTS (EXCEPT FOR CLAIMANTS WHO ARE ON THE SAME ACCOUNT), UNLESS ALL PARTIES AGREE; 3) BE PART OF, OR BE REPRESENTED IN, ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE; NOR 4) SEEK ANY AWARD OR REMEDY IN ARBITRATION AGAINST OR ON BEHALF OF ANYONE WHO IS NOT A NAMED PARTY TO THE ARBITRATION.

If these terms relating to class or representative procedures are legally unenforceable for any reason with respect to a Claim, then this agreement to arbitrate will be inapplicable to that Claim, and the Claim will instead be handled through litigation in court rather than by arbitration. No arbitrator shall have authority to entertain any Claim on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party.

The party filing a Claim in arbitration must select either: JAMS or the American Arbitration Association ("AAA") as the arbitration administrator. That organization will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control. In the event that JAMS or the AAA is unable to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA), pursuant to the AAA rules of procedure.

The single arbitrator will conduct the arbitration and decide the Claim in accordance with all applicable substantive law, including recognized principles of equity and statutes of limitations, and will honor all claims of privilege recognized by law. The arbitrator will have the power to award to a party any damages or other relief provided for under applicable law. The arbitrator can award damages or other relief provided for by law to you or us, but not to anyone else. The arbitrator's authority is limited to the Claims between you and us.

A party can file a written appeal to the arbitration administrator within 30 days of award issuance. The appeal must request a new arbitration in front of three neutral arbitrators designated by the same arbitration administrators. The panel will reconsider all factual and legal issues, following the same rules of procedure, and will make decisions based on majority vote. Any arbitration decision and award will be final and binding on the named parties and enforceable by any court having jurisdiction.

We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. Even if not otherwise required, we will reimburse you up to \$500 for any initial arbitration filing fees you have paid. We will also pay any fees of the arbitrator and arbitration administrator for the first two days of any hearing. If you win the arbitration, we will reimburse you for any fees you paid to the arbitration organization and/or arbitrator. All other fees will be allocated according to the arbitration administrator's rules and applicable law.

Rules and forms may be obtained from, and Claims may be filed with JAMS (800.352.5267 or jamsadr.com) or the AAA (800.778.7879 or www.adr.org). Arbitration hearings will take place in the federal judicial district that includes your address at the time the Claim is filed, unless the parties agree to a different place.

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CONSUMER PAPER

CLOSED END MOTOR VEHICLE LEASE (WITH ARBITRATION PROVISION)



BUICK



366701

Lease Date: **12/26/2020**

Lessor Name and Business Address	Lessee Name and Address	Co-Lessee Name and Address
SEWELL BUICK GMC 7474 LEMMON AVE DALLAS, TX 75209	PLURIS HOLDINGS, LLC 5950 BERKSHIRE LANE DALLAS, TX 75225 County: DALLAS	N/A County:
Lessee Billing Address (if different than above)		Vehicle Garaging Address (if different than above)
N/A		N/A Principal Driver: (if business use) County:

In this Lease, "you" and "your" mean the lessee and co-lessee. "We," "us" and "our" mean the lessor, and any assignee of this Lease. The terms, conditions, and disclosures in this Lease govern your Lease with us. Each of you who signs the Lease is jointly and severally liable to us for all Lease obligations. You are leasing the Vehicle described below (the "Vehicle") from us. You agree to pay all amounts due under the Lease and fulfill all your obligations under the Lease. In this Lease, "e" means an estimate. The Consumer Leasing Act Disclosures shown below are also terms of this Lease. You are leasing the Vehicle and have no ownership rights in the Vehicle unless you exercise your purchase option.

Monthly Payment Lease: If your payment schedule shows monthly scheduled payments in Item 3A, your lease is a monthly payment lease.
Single Payment Lease: If your payment schedule shows a single scheduled payment in Item 3B, your lease is a single payment lease.

1. The Vehicle							
New/Used	Year	Make	Model	Body Style	Vehicle ID #	Odometer	Primary Use
NEW	2021	GMC	SIERRA 1500	PK	1GTP9EEL5MZ179979	9	Personal, unless otherwise indicated below <input checked="" type="checkbox"/> business <input type="checkbox"/> agricultural

CONSUMER LEASING ACT DISCLOSURES			
2. Amount Due at Lease Signing or Delivery (Itemized in Item 6) \$ 2512.78	3. Scheduled Payments A. Your first monthly payment of \$ 1012.78 is due on 12/26/2020 , followed by 38 monthly payments of \$ 1012.78 , due on the 25th of each month. B. Your single payment of \$ N/A is due on N/A . C. The Total of your Scheduled Payments is \$ 39498.42 .	4. Other Charges (not part of your scheduled payment) A. Disposition fee (if you do not purchase the Vehicle and we do not waive the fee under Item 23(f)) \$ 495.00 B. N/A \$ N/A C. N/A \$ N/A D. Total \$ 495.00	5. Total of Payments (The amount you will have paid by the end of the Lease) \$ 41493.42 (2 + 3C + 4D - 6A3 - 6A4 - 6A5)

6. Itemization of Amount Due at Lease Signing or Delivery																																			
A. Amount Due at Lease Signing or Delivery: <table style="width: 100%;"> <tr><td>1. Capitalized cost reduction</td><td style="text-align: right;">\$ 1500.00</td></tr> <tr><td>2. Taxes on capitalized cost reduction</td><td style="text-align: right;">\$ N/A</td></tr> <tr><td>3. First monthly payment</td><td style="text-align: right;">\$ 1012.78</td></tr> <tr><td>4. Single scheduled payment</td><td style="text-align: right;">\$ N/A</td></tr> <tr><td>5. Refundable security deposit</td><td style="text-align: right;">\$ N/A</td></tr> <tr><td>6. Lease acquisition fee</td><td style="text-align: right;">\$ N/A</td></tr> <tr><td>7. Title fees</td><td style="text-align: right;">\$ N/A</td></tr> <tr><td>8. License and registration fees</td><td style="text-align: right;">\$ N/A</td></tr> <tr><td>9. Sales/use tax</td><td style="text-align: right;">\$ N/A</td></tr> <tr><td>10. N/A</td><td style="text-align: right;">\$ N/A</td></tr> <tr><td>11. N/A</td><td style="text-align: right;">\$ N/A</td></tr> <tr><td>12. Total</td><td style="text-align: right;">\$ 2512.78</td></tr> </table>	1. Capitalized cost reduction	\$ 1500.00	2. Taxes on capitalized cost reduction	\$ N/A	3. First monthly payment	\$ 1012.78	4. Single scheduled payment	\$ N/A	5. Refundable security deposit	\$ N/A	6. Lease acquisition fee	\$ N/A	7. Title fees	\$ N/A	8. License and registration fees	\$ N/A	9. Sales/use tax	\$ N/A	10. N/A	\$ N/A	11. N/A	\$ N/A	12. Total	\$ 2512.78	B. How the Amount Due at Lease Signing or Delivery will be paid: <table style="width: 100%;"> <tr><td>1. Net trade-in allowance</td><td style="text-align: right;">\$ N/A</td></tr> <tr><td>2. Rebates and noncash credits</td><td style="text-align: right;">\$ 1500.00</td></tr> <tr><td>3. Amount to be paid in cash</td><td style="text-align: right;">\$ 1012.78</td></tr> <tr><td>4. Other N/A</td><td style="text-align: right;">\$ N/A</td></tr> <tr><td>5. Total</td><td style="text-align: right;">\$ 2512.78</td></tr> </table>	1. Net trade-in allowance	\$ N/A	2. Rebates and noncash credits	\$ 1500.00	3. Amount to be paid in cash	\$ 1012.78	4. Other N/A	\$ N/A	5. Total	\$ 2512.78
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3. Amount to be paid in cash	\$ 1012.78																																		
4. Other N/A	\$ N/A																																		
5. Total	\$ 2512.78																																		

7. Your scheduled payment is determined as shown below:	
A. Gross capitalized cost. The agreed upon value of the Vehicle (\$ 72202.00) and any items you pay over the Lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance).	\$ 76155.42
B. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the gross capitalized cost.	- \$ 1500.00
C. Adjusted capitalized cost. The amount used in calculating your base scheduled payment.	= \$ 74655.42
D. Residual value. The value of the Vehicle at the end of the Lease used in calculating your base scheduled payment.	- \$ 39659.80
E. Depreciation and any amortized amounts. The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease term.	= \$ 34995.62
F. Rent charge. The amount charged in addition to the depreciation and any amortized amounts.	+ \$ 4502.80
G. Total of base scheduled payments. The depreciation and any amortized amounts plus the rent charge.	= \$ 39498.42
H. Lease payments. The number of payments in your Lease.	÷ 39
I. Base scheduled payment.	= \$ 1012.78
J. Sales/use tax (e).	+ \$ N/A
K. N/A	+ \$ N/A
L. N/A	+ \$ N/A
M. Total Scheduled Payment.	= \$ 1012.78

Early Termination. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

- 8. Excessive Wear and Use.** You may be charged for excessive wear based on our standards for normal use and for mileage in excess of **15000** miles per year at the rate of \$ **0.25** per mile.
- 9. Purchase Option at End of Lease Term.** You have an option to purchase the Vehicle at the end of the Lease term for \$ **39659.80** plus a purchase option fee of \$ **0.00**. The purchase option price does not include official fees such as those for taxes, tags, licenses and registration.
- 10. Other Important Terms.** See your Lease documents for additional information on early termination, purchase options, maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

Lessee Initials X Co-Lessee Initials X **N/A**

46914**OLD-FI

11. The Trade-In Vehicle

Year N/A
 Make N/A
 Model N/A

A. Gross Amount of Trade-In Allowance \$ N/A
 B. Prior Credit or Lease Balance \$ N/A
 C. Net Trade-In Allowance (If less than 0 then enter 0) = \$ 0.00

12. Itemization of Gross Capitalized Cost

A. Agreed upon value of the Vehicle: \$ 72202.00
 Other amounts included in the gross capitalized cost:
 B. Taxes \$ 848.42
 C. Title, license, and registration fees \$ 203.00
 D. Lease acquisition fee \$ 695.00
 E. Documentation fee \$ 150.00
 F. Prior credit or lease balance \$ N/A
 G. N/A \$ N/A
 H. N/A \$ N/A

Optional Products and Services:
 I. N/A \$ N/A
 J. Multishield \$ 2057.00
 K. N/A \$ N/A
 L. N/A \$ N/A
 M. N/A \$ N/A
 N. N/A \$ N/A
 O. N/A \$ N/A
 P. Total Gross Capitalized Cost: \$ 76155.42

IF YOU DO NOT MEET YOUR OBLIGATIONS UNDER THIS LEASE, WE MAY RETAKE THE VEHICLE.

13. Official Fees and Taxes. The total amount you will pay for official and license fees, registration, title, and taxes over the term of your Lease, whether included in your scheduled payments or assessed otherwise: \$ 1043.42 (e). The total fees and taxes you pay may be different than this estimate based on changes in the tax or fee rates and the value of the Vehicle when the fee or tax is determined.

14. Late Payments. For any payment not received within 10 days of the date it is due, you will pay a late charge of: LESSER OF \$25 or 5%

You will not have to pay a late charge if the only amount that is late is a late charge you owed for an earlier late payment.

15. Returned Payments and Unpaid Fines and Fees. You will also pay a returned payment charge of \$ N/A for any check, instrument or electronic funds debit that is returned unpaid for any reason, if the law allows it. If you don't pay a fine, penalty, toll, or parking ticket and we elect to pay it, you will reimburse us for the amount paid plus a \$ 25.00 Administrative Fee per incident, if the law allows it.

16. Warranties. The Vehicle is subject to the manufacturer's standard warranty, unless this box is checked:

If this box is checked, the Vehicle is subject to the following express warranties:
N/A
N/A
N/A

Warranty papers that are separate from this Lease state any coverage limits. The law gives you a warranty that the Vehicle conforms to the description in this Lease. **THERE ARE NO OTHER EXPRESS WARRANTIES ON THE VEHICLE.** Except as prohibited by law, the following sentence applies. **WE DISCLAIM ANY WARRANTIES IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.** If we make a written warranty covering the Vehicle or, within 90 days of the Lease Date we enter into a service contract covering the Vehicle, this disclaimer will not affect any implied warranties during the term of the written warranty or service contract.

17. OPTIONAL PRODUCTS AND SERVICES

You are not required to buy any of the following optional products and services to enter into the Lease. The term of any product or service will be the Lease term, unless a different term is shown below. If you decide you want to purchase an optional product or service, review the terms of the contract that describe the product or service before you initial below. A completed copy of the contract will be given to you as soon as practicable. **By initialing below, you indicate that you want to buy the optional products and services indicated. If the cost shown below is not shown as part of the Itemization of Amount Due at Lease Signing or Delivery (Item 6), it has been added to the Gross Capitalized Cost (Item 7A).**

Optional Product or Service	Coverage	Price	Name of Provider	Approval
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	Lessee Initials <u>N/A</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	Lessee Initials <u>N/A</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	Lessee Initials <u>N/A</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	Lessee Initials <u>N/A</u>

18. TYPES AND AMOUNTS OF REQUIRED INSURANCE COVERAGE

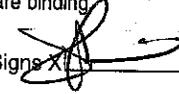
You must maintain: Bodily Injury Coverage with \$ 100,000 / \$ 300,000 limits; Property Damage Coverage with \$ 50,000 / \$ 500,000 limits or combined single limit; Collision, Fire, Theft and Comprehensive Coverage with a maximum deductible of \$ 1,000. See Item 23(a) for additional insurance provisions. You confirm that insurance policies that meet the requirements described in this Lease are in force on the date of this Lease as follows:

Insurance Company Name NATIONAL UNION FIRE Insurance Agency Name _____
 Agency Address _____ Agency Phone Number _____
 Agent's Name _____ Policy Number CA3767828
 Deductibles: Collision \$ N/A Comprehensive \$ N/A

19. SCHEDULED LEASE END AND LEASE TERM

A. This Lease is scheduled to end on a date determined as follows: (1) If the date of this Lease is the 29th, 30th, or 31st of the month, start with the 1st day of the month immediately following the date of this Lease and move forward by the number of months in the lease term (Item 19B); or (2) If the date of this Lease is not the 29th, 30th, or 31st of the month, start with the date of this Lease and move forward by the number of months in the lease term (Item 19B).
 B. The scheduled lease term is 39 months.

20. HOW THIS LEASE CAN BE CHANGED

This Lease contains the entire agreement between you and us relating to this Lease. Any change to the Lease must be in writing and both you and we must sign it. No oral changes are binding.
 Lessee Signs X 
 Co-Lessee Signs X N/A

NOTICE: ALL PAGES OF THIS LEASE CONTAIN IMPORTANT TERMS AND CONDITIONS, INCLUDING AN ARBITRATION PROVISION. THE TERMS AND CONDITIONS ON ALL PAGES ARE PART OF THIS LEASE.

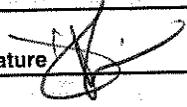
Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on page 5 of this Lease, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.
 Lessee Signs X  Co-Lessee Signs X N/A

Notice is hereby given that the rights, but not the obligations, of N/A to purchase and/or sell the asset described in this Lease have been assigned to N/A pursuant to an agreement between N/A and N/A

NOTICE TO THE LESSEE: DO NOT SIGN THIS LEASE BEFORE YOU READ IT OR IN BLANK. YOU ARE ENTITLED TO A COPY OF THIS LEASE WHEN YOU SIGN IT. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

YOU AGREE TO THE TERMS OF THIS LEASE. YOU ACKNOWLEDGE YOU HAVE EXAMINED THE VEHICLE, THAT THE VEHICLE IS EQUIPPED AS YOU WANT, AND THAT IT IS IN GOOD CONDITION. YOU ACCEPT THE VEHICLE FOR ALL PURPOSES OF THE LEASE. YOU UNDERSTAND THAT YOU HAVE NO OWNERSHIP RIGHTS IN THE VEHICLE UNLESS YOU EXERCISE YOUR OPTION TO PURCHASE THE VEHICLE. YOU CONFIRM THAT BEFORE YOU SIGNED THIS LEASE, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU READ ALL PAGES OF THIS LEASE, INCLUDING THE ARBITRATION PROVISION ON PAGE 5 OF THIS LEASE (ITEM 24), BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED THIS LEASE.

LESSEE SIGNATURES

Lessee Signature 	Date 12/26/2020	Co-Lessee Signature N/A	Date
Type/Print Lessee Name PLURIS HOLDINGS, LLC		Type/Print Co-Lessee Name N/A	

COMMERCIAL LESSEE SIGNATURE

Commercial Lessee PLURIS HOLDINGS, LLC	Date 12/26/20	By 
Type/Print Name PLURIS HOLDINGS, LLC	Type/Print Title N/A	

21. DEFAULT, REPOSSESSION AND OTHER REMEDIES

If any of the following occurs, you will be in default under this Lease: • You do not pay any payment on its scheduled due date under this Lease (or, if an Iowa resident within 10 days of the scheduled due date); • You do not pay any other amount due under this Lease when we ask that you pay it; • You provide any false or misleading information in any Lease application; • You fail to maintain required insurance; • You lose possession of the Vehicle by confiscation, forfeiture or other involuntary transfer whether or not the Vehicle is the subject of judicial or administrative proceedings; • You assign the Lease or transfer the Vehicle without our prior written permission, or attempt to do either; • You start a bankruptcy, receivership, or insolvency proceeding or one is started against you or your property; • You do anything that endangers the Vehicle or your ability to pay your Lease obligations; • You fail to return the Vehicle when required to do so under this Lease; • You fail to meet any other obligation under this Lease; • You do anything the law says is a default.

If you are in default, after providing any notice and waiting any time the law requires, we may do any of the following: • End this Lease and require you to pay the amount due at early termination; • Take any action we believe is required to protect our interest in the Vehicle (for example buying insurance) and our action will not cure your default; • Add any amounts we spend taking these actions to your Lease obligation and charge rent on the amount added, or at our option, ask you to pay these amounts right away; • If the Vehicle has an electronic locating device, use it to find the Vehicle; • Cancel any optional products and services included with this Lease and apply any refund to your Lease obligations (you hereby instruct any provider of such products and services to pay us any refund or credit due on early cancellation); • Take (repossess) the Vehicle wherever we find it and enter any property where the Vehicle may be to do so; • Sue you for damages or to get the Vehicle back; • Pursue any other remedy the law gives us.

We will exercise our rights without breach of the peace, at reasonable times and places, in a reasonable way, as the law allows. We may use the license plates on the Vehicle to move it to a storage place. After repossessing the Vehicle, we will hold it free of any rights you may have under this Lease, subject to any right the law gives you to cure the default or recover the Vehicle. We may take and store any personal items that are in the Vehicle. If you do not ask for these items back, we may dispose of them as the law allows. Unless you tell us within five business days of any personal property you claim was in the Vehicle when it was repossessed, we will not be responsible for that property. You will pay our reasonable expenses of taking these actions as the law allows. These expenses may include expenses of taking and storing the Vehicle, attorney's fees, collection costs, and court costs. Ohio residents will not pay any attorney's fees.

If you reside in Texas, to the extent allowed by law, you waive: (i) notice that we intend to end this Lease and require you to return the Vehicle, (ii) notice that we have ended this Lease and that you are required to return the Vehicle, (iii) notice that we intend to require you to pay the Early Termination Liability, (iv) notice that we are requiring you to pay the Early Termination Liability, (v) notice of our intention to take possession of the Vehicle, (vi) notice that we have taken possession of the Vehicle, and (vii) any other notices pertaining to our exercise of our rights or of our intention to exercise our rights.

22. EARLY TERMINATION LIABILITY

When the Lease Can End Early. You may terminate (end) the Lease early by returning the Vehicle to us and paying us your early termination liability (see below) when we ask for it.

We may end the Lease early if you are in default; the Vehicle is damaged or destroyed beyond repair, stolen or lost (a "Total Loss"); or you die and there is no surviving lessee. If we end the Lease, you must return the Vehicle to the place we designate and pay us the early termination liability (see below) when we ask for it.

Early Termination Liability. We will figure your early termination liability as follows:

Monthly Payment Lease. You will owe the amount, if any, by which the Adjusted Lease Balance (see definition) exceeds the Vehicle's Fair Market Wholesale Value (see definition) at termination. If this amount is more than the total of the following amounts, you will instead pay the total of the following amounts: • The total of your base scheduled payments not yet due; • An excess wear charge (see Item 23(c)); and • An excess mileage charge for any miles in excess of the permitted mileage during the scheduled Lease term at the rate per mile shown in Item 8.

Single Payment Lease. The Base Scheduled Payment (Item 7I) paid at lease signing prepays the depreciation and any amortized amounts (Item 7E) and the rent charge (Item 7F). If the Vehicle's Fair Market Wholesale Value at termination (see definition) exceeds the Adjusted Lease Balance (see definition), we will give you a credit for the excess up to the amount of the Unused Base Scheduled Payment (see definition). If the Adjusted Lease Balance exceeds the Vehicle's Fair Market Wholesale Value at termination, you will owe the excess up to the total of the following amounts: • An excess wear charge (see Item 23(c)); and • An excess mileage charge for any miles in excess of the permitted mileage during the scheduled Lease term at the rate per mile shown in Item 8.

In addition to the amounts described above, you will also owe us the Item 4A Disposition Fee unless this fee is waived under Item 23(f) plus the Additional Amounts Due and we will apply the Additional Credits to the amount you owe (see Item 23(s)).

Definition of Adjusted Lease Balance:

Monthly Payment Lease. The Adjusted Lease Balance equals the difference between: (1) The Item 7C Adjusted Capitalized Cost; and (2) all depreciation and amortized amounts in the base scheduled payments that have become due. Each Item 7I Base Scheduled Payment consists of • a rent charge portion; and • a portion allocable to depreciation and any amortized amounts. Although the amount of your Item 7I Base Scheduled Payment does not change, different portions of each Base Scheduled Payment are allocated to • rent charge; and • depreciation and any amortized amounts. The portion of a Base Scheduled Payment that is allocated to depreciation and any amortized amounts is equal to the Base Scheduled Payment minus the rent charge for that month. We use the Constant Yield Method to figure the rent charge portion of each Base Scheduled Payment. Under the "Constant Yield Method," the rent charge for each scheduled period is earned in advance by multiplying the constant rate implicit in this Lease times the Balance Subject to Rent Charge as it declines during the Lease term. At any given time during the Lease term, the "Balance Subject to Rent Charge" is the difference between the Item 7C Adjusted Capitalized Cost and the sum of: (i) all depreciation and amortized amounts accrued during the previous periods, and (ii) any Base Scheduled Payment paid at Lease signing or delivery. The scheduled rent charge calculations are based on the assumption that we will receive your scheduled payments on their exact due dates and that the Lease goes to its full term.

Single Payment Lease. The Adjusted Lease Balance at the beginning of the Lease equals: (i) The Item 7C Adjusted Capitalized Cost; minus (ii) the Item 7I Base Scheduled Payment. At the beginning of each month, the Adjusted Lease Balance increases by the rent charge for that month. We use the Constant Yield Method to figure the rent charge for each month. Under the "Constant Yield Method" the rent charge for each monthly period is earned in advance by multiplying the constant rate implicit in this Lease times the Balance Subject to Rent Charge as it increases during the Lease term. At any given time during the Lease term, the "Balance Subject to Rent Charge" equals: (i) the Item 7C Adjusted Capitalized Cost; minus (ii) the Item 7I Base Scheduled Payment; plus (iii) all rent charges accrued during previous periods. The rent charge calculations are based on the assumption that the Lease goes to its full term.

Definition of Fair Market Wholesale Value: Unless you exercise your independent appraisal right (see below), the Fair Market Wholesale Value of the Vehicle is: • the price we receive for the Vehicle at disposition; • the highest offer we receive for disposition of the Vehicle; • the amount you and we agree in writing; • or the wholesale fair market value of the Vehicle.

Definition of Unused Base Scheduled Payment (Single Payment Lease): The Unused Base Scheduled Payment equals: (i) the Item 7I Base Scheduled Payment; divided by (ii) the number of months in the Lease Term (Item 19B); times (iii) the number of full months remaining after the date of the early termination until the Scheduled Lease End (Item 19A).

Your Independent Appraisal Right: To the extent your early termination liability takes into account the value of the Vehicle at termination, you may get a professional appraisal of the Vehicle's fair market wholesale value. If you do so within a reasonable time, we will use the appraised value as the Fair Market Wholesale Value. The appraiser must be an independent third party. You and we must agree on the appraiser. You must pay for any appraisal. The appraisal will be binding.

23. OTHER TERMS AND CONDITIONS

(a) Insurance. For the duration of the Lease term, and until you return the Vehicle, you agree to maintain the amounts and types of primary insurance as indicated in Item 18 on page 2 of this Lease in your name. Insurance may be obtained by you from anyone reasonably acceptable to us. You must indicate us or anyone we require as an additional insured and loss payee on your policy. Your policy must state that we will be given at least 10 days' notice of any material coverage change, reduction, or cancellation. If your insurer does not pay a claim for any reason, it will mean that you have not maintained the required insurance. You will pay for any loss we incur because you do not maintain required insurance or because the insurer does not pay a claim. If you fail to obtain and maintain the required insurance, we may, if we choose, buy it for you. We may add the amount we pay for this insurance to your unpaid Lease obligations and charge rent on the amount added, or at our option, ask you to pay it right away. If we decide to buy this insurance, we may either buy insurance that covers your interest and our interest, or buy insurance that covers only our interest, unless the law requires us to buy insurance that also protects your interests. If the Vehicle is damaged, stolen, or destroyed, and money becomes available from insurance, a judgment, a settlement, or the like, we will be entitled to the money, if the Lease ends in connection with our receipt of the money, we will treat any of the money we do not use to repair the Vehicle as part of the price we received for the Vehicle at disposition.

NOTICE: PHYSICAL DAMAGE OR LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE TO OTHERS IS NOT INCLUDED IN THIS LEASE.

Lessee Initials X  Co-Lessee Initials X N/A

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(b) **Total Loss of Vehicle.** If the Vehicle is a total loss (as described in the second paragraph of Item 22, Early Termination Liability) during the Lease term, we may at our option agree in writing to continue this Lease and provide you with a substitute vehicle. If you and we do not agree to continue this Lease with a substitute vehicle, we will end the Lease early as described in Item 22 Early Termination Liability, and you will only owe the amounts described in the following paragraphs of this Item 23(b). But if: (a) the Vehicle was forfeited or confiscated under governmental authority, or (b) the Total Loss arose from your fraud, intentional wrongful act or omission, gross negligence, or other failure to use the Vehicle in compliance with this Lease (see Item 23(i)), then you will still owe the Item 22 Early Termination Liability.

If we receive a settlement under an insurance policy that complies with the requirements of this Lease (see Items 18 and 23(a)), then:

Monthly Payment Lease. We will deduct the amount of any refunds we receive from cancelling optional insurance, maintenance, service, or other contracts included in this Lease from the Adjusted Lease Balance (see Item 22) to compute a net lease balance (the "Net Lease Balance"). If the Net Lease Balance is greater than the insurance settlement we receive, you will owe the excess up to the sum of the following: (i) the amount, if any, by which your insurance deductible exceeds \$1,000 for the insurance settlement we receive; and (ii) the total amount of any deductions from the value of the Vehicle used to compute the insurance settlement we receive due to past due premiums or the condition of the Vehicle before the Total Loss occurred.

If the insurance settlement we receive is more than the Net Lease Balance, you will receive a credit for any excess.

Single Payment Lease. You will receive a credit for the Unused Base Scheduled Payment (see Item 22). We will deduct the amount of any refunds we receive from cancelling optional insurance, maintenance, service, or other contracts included in this Lease from the sum of the Adjusted Lease Balance (see Item 22) and the Unused Base Scheduled Payment to compute a net lease balance (the "Net Lease Balance"). If the insurance settlement we receive is more than the Net Lease Balance, you will also receive a credit for the excess.

If the Net Lease Balance is more than the insurance settlement we receive, you will owe the excess up to the sum of the following: (i) the amount, if any, by which your insurance deductible exceeds \$1,000 for the insurance settlement we receive; and (ii) the total amount of any deductions from the value of the Vehicle used to compute the insurance settlement we receive due to past due premiums or the condition of the Vehicle before the Total Loss occurred.

If we do not receive a settlement under an insurance policy that complies with the requirements of this Lease (see Items 18 and 23(a)), you will owe us: (i) the Actual Cash Value of the Vehicle (see definition below); minus (ii) any part of your insurance deductible that you pay us; minus (iii) any settlement we receive from your insurance company; minus (iv) any amount we receive for selling the Vehicle as salvage; plus (v) if the Vehicle is returned to us, the Item 4A Disposition Fee unless this fee is waived under Item 23(i).

In addition to the amounts described above, you will also owe us the Additional Amounts Due (see Item 23(s)).

Definition of Actual Cash Value of the Vehicle: The Actual Cash Value of the Vehicle is: (i) the retail value of the Vehicle on the date of the Total Loss, as listed in a recognized national or regional guidebook for used vehicle values with no deductions for prior damage or the condition of the Vehicle; or (ii) if no such guidebook values are available, our estimate, based on the best data reasonably available to us, of the retail value of the Vehicle on the date of the Total Loss, with no deductions for prior damage or the condition of the Vehicle.

(c) **Standards for Wear and Use.** You agree to pay an excess mileage charge as indicated in Item 8 and an excess wear charge, at the early end of this Lease to the extent provided for in Item 22 or at the Scheduled Lease End (Item 19). Excess wear is wear beyond the minor wear reasonably expected to result from ordinary use of the Vehicle, assuming you maintain the Vehicle as this Lease requires (Item 23(g)) and use the Vehicle as this Lease permits (Item 23(i)). The excess wear charge will be our actual or estimated cost of repairing any excess wear. (We do not have to make the repairs.) Repairs, including tires, must be made with original equipment manufacturer's parts or those of equal quality. These include but are not limited to those necessary to repair or replace: • painting or lettering the Vehicle or modifying its VIN; • accessories, equipment, or parts that have been added, removed, damaged or modified (including missing keys or remote entry devices) without our prior written permission; • road damage, chips, scratches, cracks, plugs, tinting, staining, corrosion or damage to the glass, paint, body, bumpers, suspension, engine, powertrain, frame, wheels, floor coverings, seats or any other part of the interior; • mechanical or electrical malfunction, upholstery, interior or trunkliner damage, stains or tears, dentured trim or molding, or damage from water, sand, or freezing; • inoperable lights; • tires that have sidewall plugs, gouges, cuts or exposed cords or are not part of a matching set of five tires or of unequal quality to the originals (or four with a spare of quality and type as the original); • one or more tires with less than 1/8 inch of tread remaining at the shallowest point; • any condition that renders the Vehicle unsafe, incapable of passing any required inspection or makes the Vehicle run noisy, rough or unsafely; and • any other wear beyond normal wear. You will not owe a charge for excess mileage or excess wear if you purchase the Vehicle.

(d) **Security Deposit.** If you paid a security deposit this paragraph applies. Unless required by law, we do not keep the security deposit separate in a bank or earmarked on our books. We may apply some or all of the security deposit to any amounts you owe under this Lease, or, if you exercise your purchase option, to the price of the Vehicle. Any unused security deposit will be returned to you at the end of the Lease. We have no fiduciary duty to you with respect to the security deposit unless such duty is imposed by law. No interest, increase, or profit on the security deposit will accrue or be paid to you.

(e) **Option to Purchase Vehicle.** You have the option to buy the Vehicle at any time from a party designated by us. If you do, you agree to re-register and re-title the Vehicle in your name no later than 30 days from the time you purchase it. If you fail to do so, we reserve the right to cancel the registration. Before the Scheduled Lease End (Item 19A), the price will be the Adjusted Lease Balance (see Item 22) plus the Item 9 Purchase Price minus the Item 7D Residual Value. At the Scheduled Lease End (Item 19A), the price will be the Item 9 Purchase Price. At either time, you must also pay the Additional Amounts Due and we will apply the Additional Credits to the amount you owe (see Item 23(s)).

(f) **Return of the Vehicle.** If you do not exercise your purchase option, you will return the Vehicle to us at a place we designate when this Lease ends. You agree to make the Vehicle available for inspection at our request. When you return the Vehicle, you must give us a completed, signed odometer disclosure statement. If you keep the Vehicle after the Scheduled Lease End (Item 19), unless you return it within any grace period we offer, you will pay us at the beginning of each month for any part of a month you keep the Vehicle, an amount equal to:

- For a monthly payment lease, the Item 7M Total Scheduled Payment.
- For a single payment lease, the Item 7M Total Scheduled Payment divided by the number of months in the Lease Term (Item 19B).

Your payment does not permit you to keep the Vehicle unless you get our permission in advance. Upon return of the Vehicle on or after the Scheduled Lease End (Item 19), you will also pay us the total of the following amounts: • the Item 4A Disposition Fee unless this fee is waived under Item 23(i); • an excess mileage charge for any miles in excess of the permitted mileage during the scheduled Lease term at the rate per mile shown in Item 8; • an excess wear charge (Item 23(c)); • the Additional Amounts Due (see Item 23(s)). We will apply the Additional Credits to the amount you owe (see item 23(s)).

(g) **Maintenance.** We will maintain the Vehicle in good working order and repair. You will pay all operating costs, such as gasoline, oil, and replacement tires. You will, at your expense, service the Vehicle according to the owner's manual maintenance schedule. If the Vehicle is recalled, you will have the recall repairs or service performed. You will use original equipment manufacturer's parts or those of equal value in the maintenance and service of the Vehicle. We may but are not required to provide you with a replacement vehicle for any reason. You will maintain and keep in the Vehicle a record of all maintenance performed on the Vehicle. This maintenance record will be available to us at any time, and will be provided to us at the end of the Lease.

(h) **Registration, Parking Tickets, Tolls and Taxes.** You must keep the Vehicle currently registered. You must pay all parking tickets, tolls and traffic fines relating to the Vehicle. If you do not pay such tickets, tolls and fines, we may do so for you, and you will pay us upon demand. We may add the amount to what you owe us if you do not pay us when we make demand. You must pay when due or reimburse us if we pay for you, all government charges, fees and taxes whether assessed on you, us, or the Vehicle. You will not have to pay our income taxes. If you do not pay the charges, fees and taxes, and interest or penalties are assessed (unless the interest or penalties are a result of our negligence), you must pay the interest or penalties when due or reimburse us if we pay them. You must pay personal property taxes, ad valorem, sales, use or similar taxes assessed on the Vehicle, whether such fees or taxes are billed during or after the Lease term, and whether you are billed for them by the government or whether we pay them and bill you for them or include the amount of such taxes as part of your scheduled payment. We may change your scheduled payment if taxes change. If you don't pay a fine, penalty, toll or parking ticket and we elect to pay it, you will reimburse us for the amount paid plus the Item 15 Administrative Fee.

(i) **Use of the Vehicle.** You will keep the Vehicle free from any liens or claims. You have the risk of loss, and are responsible for the Vehicle's damage or destruction. You will not: • Use the Vehicle illegally, improperly such as for towing that exceeds the manufacturer's towing recommendations, or for hire; • Without our prior written consent, alter or install equipment that makes the Vehicle unsafe or unlawful to operate; • Use the Vehicle in a manner that your insurance policy prohibits or in a way that produces unusually high depreciation; • Allow unlicensed drivers to drive the Vehicle; • Use the Vehicle for more than 30 days outside the state where you originally registered the Vehicle without our prior written permission; • Take the Vehicle out of the United States without our written consent except for trips to Canada that do not exceed 30 days; • Change the Vehicle without our written consent. You will not let anyone else do any of these things.

(j) **Indemnification.** We are not responsible for any injuries, damages, expenses or claims, including claims for attorney fees or under the strict liability doctrine, caused by the maintenance, condition, or operation or use of the Vehicle. You agree to indemnify and hold us (and our assignees, successors, agents, and insurers) harmless for all such injuries, damages, expenses and claims.

(k) **Assignment of Returned Premiums and Other Amounts.** You assign to us any unearned returned premiums or charges or other amounts relating to insurance or any optional product or service sold in connection with this Lease and returned or paid to us. We will use these amounts to reduce amounts you owe under the Lease. You will earn no interest, increase, or profit with respect to such property.

(l) **Your Odometer Obligations.** You will maintain the odometer of the Vehicle so that it always reflects the Vehicle's actual mileage. If the odometer is at any time inoperable, you will provide us with reasonable evidence of the Vehicle's actual mileage. If you are unable to do so, you will pay us our reasonable estimate of any reduction of the Vehicle's fair market value caused by the inability to determine the Vehicle's actual mileage. You will provide us with an odometer certification at any time we request one. We may request more than one certification during the term of this Lease.

Important Note: Federal law requires you to tell us the Vehicle's mileage in connection with a transfer of Vehicle ownership. You may be fined and/or imprisoned if you do not complete the disclosure or if you make a false statement.

(m) **Assignment and Transfer of the Vehicle.** You may not assign the Lease or transfer the Vehicle without our prior written permission. We may assign all of our rights under this Lease. Any person to whom this Lease is assigned may reassign it. Any sale and assignment by us will not be considered to change materially your duties, burden, or risk under this Lease.

(n) **Ownership.** We are the sole owners of the Vehicle including original accessories and any installed after the Lease begins. This is a true lease for tax and other purposes and we receive all benefits of ownership. We have not given you any information or advice regarding possible tax consequences under this Lease.

(o) **Inspection.** Upon reasonable notice to you, at any reasonable place and time we choose we may inspect this Vehicle and you agree to cooperate with such inspection.

(p) **Waiver.** We may delay or refrain from enforcing any of our rights under this Lease without losing them.

(q) **Giving Notice.** Notices may be given personally or sent by first class mail. Notice mailed to us must be sent to the address shown in this Lease or as we otherwise direct from time to time. Notices shall be deemed given to us when they are personally given or actually received at our address. Notices shall be deemed given to you when they are personally given or when placed in the mail, addressed to you at your address then shown on our records, even though you might not actually receive our mailed notice. You agree that 10 days' notice is a reasonable notice period, unless state law requires a longer period, in which case you agree that the state-required period is reasonable.

(r) **Notice and Agreement Regarding E-Mails and Calls/Text Messages to Wireless Telephones:** You agree, in order for us to service your account or to collect any amounts you may owe, we may contact you by telephone at any telephone number associated with your account, including land-line, wireless, cellular, or VoIP/internet telephone numbers, which could result in charges to you. We may also contact you at any e-mail address you provide to us or by sending text messages, which could result in charges to you. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable. Your agreement and consent also extends to any other agents, affiliates, or entities to whom we may assign, transfer, or sell your obligation for servicing or collection. You may revoke this consent for any telephone number or email address by contacting us and letting us know.

(s) **Additional Amounts Due and Additional Credits:** Regardless of how this Lease ends, you will owe us the following amounts: • Any official fees and taxes related to the termination. • Any other amounts due under this Lease including any unpaid late charges or other amounts due because you failed to meet your obligations under this Lease. If this Lease ends early, we may cancel any optional insurance, maintenance, service, or other contracts included in this Lease or claim benefits under them to reduce what you owe or repair the Vehicle. If the sum of the amounts you owe under this Lease exceeds the sum of the credits, you will owe us the difference. If the sum of the credits exceeds the amounts you owe, we will refund the difference to you.

- (t) **Disposition Fee Waiver:** The Item 4A Disposition Fee will be waived if you purchase or lease a new General Motors vehicle when this Lease ends.
- (u) **Limited Power of Attorney.** If there is any damage or loss to the Vehicle, you agree that we or our agent may settle any insurance claim or sign your name on any title or registration or on any check or draft we receive for that Vehicle damage or loss.

(v) **General.** If any part of this Lease is invalid, unenforceable or illegal in any jurisdiction, the part that is invalid, unenforceable or illegal will not be effective as to that jurisdiction. The rest of the Lease will be enforceable except as provided in the Arbitration Provision, below. This Lease is our entire agreement. We have made no promises to you not contained in this Lease. If any part of this Lease is found by a court or other dispute resolution body to be void or unenforceable, this Lease is to be read as if that part were never contained in this Lease.

24. ARBITRATION PROVISION

**ARBITRATION PROVISION
PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, lease or condition of this Vehicle, this Lease or any resulting transaction or relationship (including any such relationship with third parties who do not sign this Lease) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, (www.adr.org), or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Lessor named on page 1 of this Lease is a party to the claim or dispute, in which case the hearing will be held in the federal district where this Lease was executed. You and we will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee in accordance with the rules and procedures of the chosen arbitration organization. If the rules of the chosen arbitration organization do not specify how fees must be allocated, we will pay the filing, administration, service or case management fee and the arbitrator or hearing fee up to a maximum of \$5,000, unless the law requires us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control.

Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the Vehicle, to recover amounts you owe under this Lease, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this Lease. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

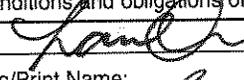
25. LESSOR'S ASSIGNMENT

Pursuant to the terms of that certain agreement between Lessor and the assignee named below ("Assignee") for the assignment of leases by Lessor to Assignee from time to time, Lessor hereby assigns all right, title and interest in the Lease and the Vehicle and rights the Lessor may have under any guaranty executed in connection with the Lease, with full powers to Assignee to collect and discharge all obligations, any guaranty and this assignment.

LESSOR'S ACCEPTANCE

The Lessor's authorized signature indicates the Lessor has accepted the terms, conditions and obligations of this Lease.

Lessor Name: **SEWELL BUICK GMC**
 Lienholder Name: **WELLS FARGO BANK AS COLTL AGNT**
 Assignee Name: **ACAR LEASING LTD**

By: 
 Type/Print Name: _____
 Type/Print Title: 

Lessee Initials X  Co-Lessee Initials X N/A

Property = phol pmg
General Ledger
 Period = Jan 2022-Dec 2022
 Book = Accrual,Elimination ; Tree = qb_is
 Sort On = Date

Property	Property Name	Date	Period	Person/Description	Control	Reference	Debit	Credit	Balance	Remarks
632.800				632.8 - Professional Fees - Accounting					0.00	= Beginning Balance =
phol	Pluris Holdings	1/7/2022	02-2022	Whitley Penn LLP (whitp)	P-23341	522766	2,800.00	0.00	2,800.00	Professional services rendered through Dec. 31, 2021
phol	Pluris Holdings	1/31/2022	02-2022	Digital Insurance LLC (digillc)	P-23485	36492	508.60	0.00	3,308.60	01.01.22 To 01.31.22; Payroll Management
phol	Pluris Holdings	2/11/2022	02-2022	Annet Technologies (USA), Inc. (ret)	P-23353	15997	2,529.05	0.00	5,837.65	FTE - Recurring Lease Administration & Finance & Accounting - January 2022
phol	Pluris Holdings	2/12/2022	02-2022	Deloitte Tax LLP (deloitte)	P-23476	8002394075	4,619.00	0.00	10,456.65	Progress billing for professional services rendered from September 21, 2021 through January 15, 2022
phol	Pluris Holdings	2/28/2022	03-2022	Digital Insurance LLC (digillc)	P-24040	38713	262.50	0.00	10,719.15	02.01.22 To 02.28.22; Payroll Management
phol	Pluris Holdings	2/28/2022	03-2022	Digital Insurance LLC (digillc)	P-24274	39864	490.00	0.00	11,209.15	02.01.22 To 02.28.22; Supplemental Payroll Services
phol	Pluris Holdings	2/28/2022	02-2022		J-33013	AMEX	4.25	0.00	11,213.40	2021 1099-int filing
phol	Pluris Holdings	2/28/2022	02-2022		J-33013	AMEX	70.00	0.00	11,283.40	T. Davidson 2022-2023 CPA renewal
phol	Pluris Holdings	2/28/2022	02-2022		J-33013	AMEX	38.95	0.00	11,322.35	T. Davidson required CPE ethics training
phol	Pluris Holdings	3/10/2022	03-2022	Annet Technologies (USA), Inc. (ret)	P-24440	16295	2,484.00	0.00	13,806.35	FTE - Recurring Lease Administration & Finance & Accounting - February 2022
phol	Pluris Holdings	3/14/2022	03-2022	Whitley Penn LLP (whitp)	P-24177	531819	17,350.00	0.00	31,156.35	Professional services rendered through February 28, 2022
phol	Pluris Holdings	3/14/2022	04-2022	Whitley Penn LLP (whitp)	P-24839	531534	11,000.00	0.00	42,156.35	Professional services through 2.28.22
phol	Pluris Holdings	3/31/2022	04-2022	Digital Insurance LLC (digillc)	P-25108	41447	403.60	0.00	42,559.95	03.01.22 To 03.31.22; Payroll Management
phol	Pluris Holdings	4/5/2022	04-2022	Pluris TN Form 170	J-32834		100.00	0.00	42,659.95	Pluris TN Form 170
phol	Pluris Holdings	4/14/2022	04-2022	Annet Technologies (USA), Inc. (ret)	P-25049	16569	2,484.00	0.00	45,143.95	FTE - Recurring Lease Administration & Finance & Accounting - March 2022
phol	Pluris Holdings	4/14/2022	04-2022	Whitley Penn LLP (whitp)	P-25818	537096	8,000.00	0.00	53,143.95	Professional services rendered through March 31, 2022
phol	Pluris Holdings	4/30/2022	04-2022	Digital Insurance LLC (digillc)	P-25621	43924	262.50	0.00	53,406.45	04.01.22 To 04.30.22; Payroll Management
phol	Pluris Holdings	5/11/2022	05-2022	Annet Technologies (USA), Inc. (ret)	P-25803	16808	1,670.00	0.00	55,076.45	FTE - Recurring Lease Administration & Finance & Accounting - April 2022
phol	Pluris Holdings	5/12/2022	05-2022	Whitley Penn LLP (whitp)	P-25825	506420	500.00	0.00	55,576.45	Professional services rendered through April 30, 2022
pmg	Pluris Management Gro	5/23/2022	05-2022	Proven Solutions, LLC (proven)	P-26107	P9129	21,875.00	0.00	77,451.45	Professional fees related to the placement pf Mari Ohl
pmg	Pluris Management Gro	5/31/2022	06-2022	Digital Insurance LLC (digillc)	P-26667	46627	262.50	0.00	77,713.95	05.01.22 To 05.31.22; Payroll Management
pmg	Pluris Management Gro	5/31/2022	06-2022	Digital Insurance LLC (digillc)	P-26668	46837	113.75	0.00	77,827.70	05.01.22 To 05.31.22; Supplemental Payroll Services
phol	Pluris Holdings	6/10/2022	06-2022	Annet Technologies (USA), Inc. (ret)	P-26736	17047	1,922.75	0.00	79,750.45	FTE - Recurring Lease Administration & Finance & Accounting - May 2022
phol	Pluris Holdings	6/19/2022	06-2022	Deloitte Tax LLP (deloitte)	P-27361	8002701007	25,184.00	0.00	104,934.45	Progress billing for professional services rendered from Jan 16, 2022 through April 23, 2022
pmg	Pluris Management Gro	6/30/2022	07-2022	Digital Insurance LLC (digillc)	P-27483	48668	262.50	0.00	105,196.95	06.01.22 To 06.30.22; Payroll Management
pmg	Pluris Management Gro	6/30/2022	07-2022	Digital Insurance LLC (digillc)	P-27484	48669	393.75	0.00	105,590.70	06.01.22 To 06.30.22; Supplemental Payroll Services
phol	Pluris Holdings	7/12/2022	07-2022	Annet Technologies (USA), Inc. (ret)	P-27518	17315	1,863.27	0.00	107,453.97	FTE - Recurring Lease Administration & Finance & Accounting - June 2022
pmg	Pluris Management Gro	7/31/2022	08-2022	Digital Insurance LLC (digillc)	P-28510	51347	262.50	0.00	107,716.47	07.01.22 To 07.31.22; Payroll Management
pmg	Pluris Management Gro	7/31/2022	08-2022	Digital Insurance LLC (digillc)	P-28511	51564	245.00	0.00	107,961.47	07.01.22 To 07.31.22; Supplemental Payroll Services
phol	Pluris Holdings	8/18/2022	08-2022	Annet Technologies (USA), Inc. (ret)	P-28612	17557	2,384.70	0.00	110,346.17	FTE - Recurring Lease Administration & Finance & Accounting - July 2022
pmg	Pluris Management Gro	8/31/2022	09-2022	Digital Insurance LLC (digillc)	P-29313	53969	210.00	0.00	110,556.17	08.01.22 To 08.31.22; Supplemental Payroll Services
pmg	Pluris Management Gro	8/31/2022	10-2022	Digital Insurance LLC (digillc)	P-30123	52785	262.50	0.00	110,818.67	08.01.22 To 08.31.22; Payroll Management
phol	Pluris Holdings	9/13/2022	09-2022	Annet Technologies (USA), Inc. (ret)	P-29277	17837	2,039.68	0.00	112,858.35	FTE - Recurring Lease Administration & Finance & Accounting - August 2022
pmg	Pluris Management Gro	9/26/2022	09-2022	High Profile, Inc. (highpro)	P-29712	91652	45,000.00	0.00	157,858.35	09.23.22 To 09.23.22 Direct Hire
pmg	Pluris Management Gro	9/30/2022	10-2022	Digital Insurance LLC (digillc)	P-30018	54399	262.50	0.00	158,120.85	09.01.2022 - 09.30.2022 Payroll Management
phol	Pluris Holdings	10/14/2022	10-2022	Annet Technologies (USA), Inc. (ret)	P-30191	18060	2,055.00	0.00	160,175.85	FTE - Recurring Lease Administration & Finance & Accounting - September 2022
pmg	Pluris Management Gro	10/31/2022	11-2022	Digital Insurance LLC (digillc)	P-30960	58664	192.50	0.00	160,368.35	10.01.22 To 10.31.22; Supplemental Payroll Services
pmg	Pluris Management Gro	10/31/2022	11-2022	Digital Insurance LLC (digillc)	P-30992	58539	262.50	0.00	160,630.85	10.01.22 To 10.31.22; Payroll Management
phol	Pluris Holdings	11/16/2022	11-2022	Annet Technologies (USA), Inc. (ret)	P-31208	18332	2,760.25	0.00	163,391.10	FTE - Recurring Lease Administration & Finance & Accounting - October 2022
pmg	Pluris Management Gro	11/30/2022	12-2022	Digital Insurance LLC (digillc)	P-32042	60266	262.50	0.00	163,653.60	11.01.22 To 11.30.22; Payroll Management
pmg	Pluris Management Gro	11/30/2022	12-2022	Digital Insurance LLC (digillc)	P-32043	60847	306.25	0.00	163,959.85	11.01.22 To 11.30.22; Supplemental Payroll Services
pmg	Pluris Management Gro	12/13/2022	12-2022	Deloitte Tax LLP (deloitte)	P-32251	8003142072	10,696.00	0.00	174,655.85	final billing federal & state tax return, additional fees fixed asset allocation and tax consultation
pmg	Pluris Management Gro	12/13/2022	12-2022	Deloitte Tax LLP (deloitte)	P-32251	8003142072	1,050.00	0.00	175,705.85	state tax return excess amount
pmg	Pluris Management Gro	12/14/2022	12-2022	Annet Technologies (USA), Inc. (ret)	P-32144	18556	2,209.71	0.00	177,915.56	FTE - Recurring Lease Administration & Finance & Accounting - November 2022
pmg	Pluris Management Gro	12/31/2022	12-2022	Digital Insurance LLC (digillc)	P-33029	63345	96.25	0.00	178,011.81	12.01.22 To 12.31.22; Supplemental Payroll Services
pmg	Pluris Management Gro	12/31/2022	12-2022	December Accrued Expenses :Reversed by JJ-39124			262.50	0.00	178,274.31	Accrue Digital Ins 12.01.22 To 12.31.22; Payroll Management
pmg	Pluris Management Gro	12/31/2022	12-2022	December Accrued Expenses :Reversed by JJ-39124			1,763.83	0.00	180,038.14	Accrue RET FTE - Recurring Lease Administration & Finance & Accounting - December 2022
				Net Change=180,038.14			180,038.14	0.00	180,038.14	= Ending Balance =

withdrawn



fPay Online:
whitleypenn.com/makeapayment/

January 7, 2022

Pluris Holdings LLC
Mr. Ken Pratt
5950 Berkshire Ln, Ste 800
Dallas, TX 75225

Invoice: 522766
Client: 709422.05

Professional services rendered through December 31, 2021:

Consulting Services:

Services related to discussions, research and review of provided schedules regarding CICA issues, including consideration of accounting treatment and appropriate accounting period recognition.

\$ 2,800.00

Current Amount 2,800.00

Prior Balance as of 12/01/2021

0.00

Total Amount Due \$ 2,800.00

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
2,800.00	0.00	0.00	0.00	0.00	2,800.00

Effective October 4, 2021 our bank was acquired by PNC Bank. IF YOU PAY BY ACH OR WIRE, please contact Wendy Edington at 817.259.9225 or wendy.edington@whitleypenn.com to obtain our updated account information. We apologize for the inconvenience.

DUE UPON RECEIPT

Late fees applied on past due balances

Please include invoice number with remittance

Remittance Address:

640 Taylor Street, Suite 2200 Fort Worth, Texas 76102
wpbilling@whitleypenn.com 817.259.9798



Invoice

Invoice 36492

Date Jan 31, 2022

Customer ID C-2751

Bill To:

Pluris Holdings LLC
 5950 Berkshire Lane
 Suite 800
 Dallas, TX 75255
 United States of America

Project	Service Period	Payment Terms	Payment Type
Pluris Holdings LLC: Payroll Management	Jan 1, 2022 To Jan 31, 2022	Net 10	Check

Date	Description	Quantity	Unit Price	Total
Jan 1, 2022	Payroll Administration	1.00	\$ 2,100.00	\$ 2,100.00
Jan 31, 2022	Supplemental Payroll Services	11.25	\$ 175.00	\$ 1,968.75
			Subtotal	\$ 4,068.75
			Tax	\$ 0.00
			Total	\$ 4,068.75

Payable	Payee	Date	Invoice#	Amount
23485	Digital Insurance LLC(digillc)	01/31/2022	36492	508.60
23491	Digital Insurance LLC(digillc)	01/31/2022	36492	508.59
23492	Digital Insurance LLC(digillc)	01/31/2022	36492	508.59
23493	Digital Insurance LLC(digillc)	01/31/2022	36492	508.59
23494	Digital Insurance LLC(digillc)	01/31/2022	36492	508.59
23495	Digital Insurance LLC(digillc)	01/31/2022	36492	508.60
23496	Digital Insurance LLC(digillc)	01/31/2022	36492	508.60
23497	Digital Insurance LLC(digillc)	01/31/2022	36492	508.59

Remit to:

Digital Insurance LLC
 P.O. Box 734429
 Dallas, TX 75373-4429
 United States of America

Telephone: +1 770-250-2900

Email: DBilling@OneDigital.com



Retransform
 PO Box 801545
 Dallas, TX 75380

(214) 358-4330x109
accounts@retransform.com
www.retransform.com

Invoice To

Kenneth W. Pratt
 Stockdale Investment Group
 5950 Berkshire Ln, Suite 800,
 Dallas, TX 75225

INVOICE

Invoice No.	15997
Terms	Net 30
Date	02/11/2022
Due Date	03/13/2022

Project Name :	Lease Administration & Finance
Project ID :	STO1105955
Period :	January-2022

Date	Activity	Quantity	Rate	Amount
01/01/2022	FTE - Recurring Lease Administration & Finance & Accounting Services	1	4,515.00	4,515.00T
01/31/2022	Postage and Handling Fees for January-2022	1	71.71	71.71

Total	4,586.71
Sales Tax	0.00
Payment	
Balance Due	USD 4,586.71

Payable	Payee	Date	Invoice#	Amount
23353	Annet Technologies (USA), Inc.(ret)	02/11/2022	15997	2,529.05
23362	Annet Technologies (USA), Inc.(ret)	02/11/2022	15997	295.42
23363	Annet Technologies (USA), Inc.(ret)	02/11/2022	15997	38.55
23364	Annet Technologies (USA), Inc.(ret)	02/11/2022	15997	134.88
23365	Annet Technologies (USA), Inc.(ret)	02/11/2022	15997	94.13
23366	Annet Technologies (USA), Inc.(ret)	02/11/2022	15997	25.69
23367	Annet Technologies (USA), Inc.(ret)	02/11/2022	15997	1,155.38
23368	Annet Technologies (USA), Inc.(ret)	02/11/2022	15997	313.61



Deloitte Tax LLP

Date: February 12, 2022
FEIN: 861065772

Billing Address:

ATTN: Kenneth Pratt
 Stockdale Investment Group, LLC
 5950 Berkshire Lane, Suite 800
 Dallas TX 75255
 USA

For professional services rendered

Fees	\$ 4,399.00
Progress billing for professional services rendered from September 21, 2021 through January 15, 2022 for Pluris Holdings, LLC as detailed on the attached.	
Expense	\$ 220.00
Administrative and Technology Expenses	
Total Amount Due (USD)	\$ 4,619.00

Invoice 8002394075**Payment Instructions:****Check Payment Mailing Address:**

Deloitte Tax LLP
 PO Box 844736
 Dallas TX 75284-4736

Email remittance information to:

deloittepayments@deloitte.com

Please pay by ACH amounts and with CTX, CCD+ or WIRE. Include Invoice numbers/ your company name with payment.

Bank Name: Bank of America

Electronic funds payment details

ABA# and ACH#: 011900571
US WIRE: 026009593
Swift Code : BOFAUS3N
Account Title: DELOITTE TAX LLP
Account Number: 385015866200

Payment Terms:

Per Contract or Upon Receipt

Billing Office:

2200 Ross Avenue
 Dallas TX 75201

Overnight Mailing Address:

Deloitte Tax LLP LBX# 844736
 1950 N. Stemmons Freeway
 Suite 5010
 Dallas TX 75207

Invoice 8002394075**Amount****Fees****Benefit Derived Address:** Stockdale Investment Group, LLC, 5950 Berkshire Lane, Suite 800, Dallas, TX**For Services Performed In:**

Texas Tax Services \$ 4,399.00

Total Fees \$ 4,399.00**Expense****Benefit Derived Address:** Stockdale Investment Group, LLC, 5950 Berkshire Lane, Suite 800, Dallas, TX**For Services Performed In:**

Texas Tax Services \$ 220.00

Total Expense \$ 220.00**Total Fees and Expense** \$ 4,619.00**Total Amount Due (USD)** \$ 4,619.00



Invoice

Invoice 38713

Date Feb 28, 2022

Customer ID C-2751

Bill To:

Pluris Holdings LLC
 5950 Berkshire Lane
 Suite 800
 Dallas, TX 75255
 United States of America

Project	Service Period	Payment Terms	Payment Type
Pluris Holdings LLC: Payroll Management	Feb 1, 2022 To Feb 28, 2022	Net 10	Check

Date	Description	Quantity	Unit Price	Total
	Payroll Administration	1.00	\$ 2,100.00	\$ 2,100.00

Subtotal \$ 2,100.00
Tax \$ 0.00
Total \$ 2,100.00

Payable	Payee	Date	Invoice#	Amount
24040	Digital Insurance LLC(digillc)	02/28/2022	38713	262.50
24065	Digital Insurance LLC(digillc)	02/28/2022	38713	262.50
24066	Digital Insurance LLC(digillc)	02/28/2022	38713	262.50
24067	Digital Insurance LLC(digillc)	02/28/2022	38713	262.50
24068	Digital Insurance LLC(digillc)	02/28/2022	38713	262.50
24069	Digital Insurance LLC(digillc)	02/28/2022	38713	262.50
24070	Digital Insurance LLC(digillc)	02/28/2022	38713	262.50
24071	Digital Insurance LLC(digillc)	02/28/2022	38713	262.50

Remit to:

Digital Insurance LLC
 P.O. Box 734429
 Dallas, TX 75373-4429
 United States of America

Telephone: +1 770-250-2900

Email: DBilling@OneDigital.com

Invoice



Invoice #: 39864

Date: February 28, 2022

Customer ID: C-2751

Bill To:

Pluris Holdings LLC
 5950 Berkshire Lane
 Suite 800
 Dallas, TX 75255
 United States of America

Project	Service Period	Payment Terms
Pluris Holdings LLC: Supplemental PR	2/1/22 To 2/28/22	Net 10

Date	Description	Memo	Consultant	Quantity	Unit Price	Total
2/3/22	Supplemental Payroll Services	Manually funded 401k contributions.	Alfred Garcia	0.75	\$175.00	\$131.25
2/28/22	Supplemental Payroll Services	Replied to T. Davidson regarding direct deposit for corporate bonuses, Workers' Comp set up, termination of an employee, and processing payroll; contacted Paylocity for information on Workers' Compensation set up and the direct deposit option to "Use this account for special checks;" created manual bonus check for T. Roblez.	Alfred Garcia	2.05	\$175.00	\$358.75

Subtotal \$490.00
Tax \$0.00
Total \$490.00

Remit To: P.O. Box 734429
 Dallas, TX 75373-4429
 United States of America

Email: DIBilling@OneDigital.com
Telephone: +1 770-250-2900

01/27/22	TAXBANDITS.COM	ROCK HILL	SC	95907322000	4.25
	REF# 95907322	704-684-4751	01/26/22		
	COMPUTER AND DATA P				
	ROC NUMBER 95907322				

01/27/22

TSBPA IND LIC RENEW AUSTIN
REF# 609116049 512-305-7814
GOVERNMENT SERVICES
ROC NUMBER 609116049

TX
01/26/22

60911604900

70.00

01/27/22	CPE SOLUTIONS LLC 04 TAMPA	FL	95150043000	38.95
	REF# 95150043 813-662-3592	01/26/22		
	TUITION/FEEES			
	ROC NUMBER 95150043			



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Invoice To

Kenneth W. Pratt
 Stockdale Investment Group
 5950 Berkshire Ln, Suite 800,
 Dallas, TX 75225

INVOICE

Invoice No.	16295
Terms	Net 30
Date	03/10/2022
Due Date	04/09/2022

Project Name :	Lease Administration & Finance
Project ID :	STO1105955
Period :	February-2022

Date	Activity	Quantity	Rate	Amount
02/01/2022	FTE - Recurring Lease Administration & Finance & Accounting Services: Total Hrs Pluris Property- 86 Total Hrs Stockdale Property- 111 Stockdale Property: Hours: Amount (\$) Knox / 17 hrs / \$306 Lln / 1 hr / \$16 Lovers / 2 hrs / \$37 Npark / 7 hrs / \$126 Pcnw / 3 hrs / \$58 Pfc / 1 hr / \$23 Pfsc / 63 hrs / \$1150 Shops / 17 hrs / \$315 Total / 111 hrs / \$2032	1	4,515.00	4,515.00T

Total	4,515.00
Sales Tax	0.00
Payment	
Balance Due	USD 4,515.00

Payable	Payee	Date	Invoice#	Amount
24440	Annet Technologies (USA), Inc.(ret)	03/10/2022	16295	2,484.00
24468	Annet Technologies (USA), Inc.(ret)	03/10/2022	16295	306.00
24469	Annet Technologies (USA), Inc.(ret)	03/10/2022	16295	16.00
24470	Annet Technologies (USA), Inc.(ret)	03/10/2022	16295	37.00
24471	Annet Technologies (USA), Inc.(ret)	03/10/2022	16295	126.00
24472	Annet Technologies (USA), Inc.(ret)	03/10/2022	16295	58.00
24473	Annet Technologies (USA), Inc.(ret)	03/10/2022	16295	23.00
24474	Annet Technologies (USA), Inc.(ret)	03/10/2022	16295	1,150.00
24475	Annet Technologies (USA), Inc.(ret)	03/10/2022	16295	315.00



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March 14, 2022

Pluris Holdings, LLC
Mr. Dan Winters
5950 Berkshire Ln, Ste 800
Dallas, TX 75225

Invoice: 531819
Client: 709422.07

Professional services rendered through February 28, 2022:

Professional services related to the Employee Retention
Credit, including preparation of Adjusted Employer's
Quarterly Federal Tax Return (Form 941-X).

\$ 17,350.00

Current Amount 17,350.00

Prior Balance as of 02/01/2022

0.00

Total Amount Due \$ 17,350.00

0 - 30	31- 60	61 - 90	91 - 120	Over 120	Balance
17,350.00	0.00	0.00	0.00	0.00	17,350.00

Effective October 4, 2021 our bank was acquired by PNC Bank. IF YOU PAY BY ACH OR WIRE, please contact Wendy Edington at 817.259.9225 or wendy.edington@whitleypenn.com to obtain our updated account information. We apologize for the inconvenience.

DUE UPON RECEIPT

Late fees applied on past due balances

Please include invoice number with remittance

Remittance Address:

640 Taylor Street, Suite 2200 Fort Worth, Texas 76102
wpbilling@whitleypenn.com 817.259.9798



Pay Online:
whitleypenn.com/makeapayment/

March 14, 2022

Pluris Holdings LLC
Mr. Dan Winters
5950 Berkshire Ln, Ste 800
Dallas, TX 75225

Invoice: 531534
Client: 709422.05

Professional services rendered through February 28, 2022:

Professional services related to planning and audit of financial statements for Pluris Wedgefield, LLC.	\$	12,000.00
Professional services related to planning and audit of financial statements for Pluris Southgate, LLC.		12,000.00
Professional services related to planning and audit of financial statements for Pluris, LLC.		14,000.00
Professional services related to the review of financial statements for Pluris Holdings, LLC and Subsidiaries.		11,000.00
Professional services related to the review of financial statements for Pluris Hampstead, LLC.		7,000.00
Professional services related to the review of financial statements for Pluris Webb Creek, LLC.		7,000.00
Professional services related to the review of financial statements for Pluris Alabama, LLC.		7,000.00
Out-of-Pocket Expenses:		
Mailing		<u>14.00</u>
	Current Amount	70,014.00
Prior Balance as of 02/01/2022		2,800.00
02/19/2022 Payment		<u>(2,800.00)</u>
Total Amount Due	\$	<u>70,014.00</u>

0 - 30	31- 60	61 - 90	91 - 120	Over 120	Balance
70,014.00	0.00	0.00	0.00	0.00	70,014.00

Effective October 4, 2021 our bank was acquired by PNC Bank. IF YOU PAY BY ACH OR WIRE, please contact Wendy Edington at 817.259.9225 or wendy.edington@whitleypenn.com to obtain our updated account information. We apologize for the inconvenience.

DUE UPON RECEIPT

Late fees applied on past due balances

Please include invoice number with remittance

Remittance Address:

640 Taylor Street, Suite 2200 Fort Worth, Texas 76102
wpbilling@whitleypenn.com 817.259.9798



Invoice

Invoice 41447

Date Mar 31, 2022

Customer ID C-2751

Bill To:

Pluris Holdings LLC
 5950 Berkshire Lane
 Suite 800
 Dallas, TX 75255
 United States of America

Project	Service Period	Payment Terms
Pluris Holdings LLC: Payroll Management	March 1, 2022 To March 31, 2022	Net 10

Date	Description	Quantity	Unit Price	Total
Mar 1, 2022	Payroll Administration	1.00	\$ 2,100.00	\$ 2,100.00
Mar 31, 2022	Supplemental Payroll Services: Due to additional time needed to process numerous changes, inclusive of benefits, bonuses, garnishments, manual checks, terminations, new hires, etc.	6.45	\$ 175.00	\$ 1,128.75

Subtotal \$ 3,228.75
Tax \$ 0.00
Total \$ 3,228.75

Payable	Payee	Date	Invoice#	Amount
25108	Digital Insurance LLC(digillc)	03/31/2022	41447	403.60
25131	Digital Insurance LLC(digillc)	03/31/2022	41447	403.59
25132	Digital Insurance LLC(digillc)	03/31/2022	41447	403.59
25133	Digital Insurance LLC(digillc)	03/31/2022	41447	403.59
25134	Digital Insurance LLC(digillc)	03/31/2022	41447	403.59
25135	Digital Insurance LLC(digillc)	03/31/2022	41447	403.60
25136	Digital Insurance LLC(digillc)	03/31/2022	41447	403.60
25137	Digital Insurance LLC(digillc)	03/31/2022	41447	403.59

Remit to:

Digital Insurance LLC
 P.O. Box 734429
 Dallas, TX 75373-4429
 United States of America

Telephone: +1 770-250-2900
 Email: DBilling@OneDigital.com



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 Dallas, TX 75380

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www.retransform.com

Invoice To

Kenneth W. Pratt
 Stockdale Investment Group
 5950 Berkshire Ln, Suite 800,
 Dallas, TX 75225

INVOICE

Invoice No.	16569
Terms	Net 30
Date	04/14/2022
Due Date	05/14/2022

Project Name :	Lease Administration & Finance
Project ID :	STO1105955
Period :	March - 2022

Date	Activity	Quantity	Rate	Amount
03/31/2022	FTE - Recurring Lease Administration & Finance & Accounting Services Total Hrs Pluris Property- 100 Total Hrs Stockdale Property- 166 Stockdale Property/Hours/Amount (\$) 1 / Knox / 20 / \$244 2 / Kpv / 32 / \$391 3 / Lln / 1 / \$13 4 / Lovers / 2 / \$29 5 / Npark / 8 / \$100 6 / Pcnw / 4 / \$46 7 / Pfc / 2 / \$18 8 / Pfsc / 75 / \$915 9 / ppl / 2 / \$25 10 / Shops / 20 / \$250 Total / 166 / \$2032	1	4,515.00	4,515.00T

Total	4,515.00
Sales Tax	0.00
Payment	
Balance Due	USD 4,515.00

Payable	Payee	Date	Invoice#	Amount
25049	Annet Technologies (USA), Inc.(ret)	04/14/2022	16569	2,484.00
25081	Annet Technologies (USA), Inc.(ret)	04/14/2022	16569	244.00
25082	Annet Technologies (USA), Inc.(ret)	04/14/2022	16569	391.00
25083	Annet Technologies (USA), Inc.(ret)	04/14/2022	16569	13.00
25084	Annet Technologies (USA), Inc.(ret)	04/14/2022	16569	29.00
25085	Annet Technologies (USA), Inc.(ret)	04/14/2022	16569	100.00
25086	Annet Technologies (USA), Inc.(ret)	04/14/2022	16569	46.00
25087	Annet Technologies (USA), Inc.(ret)	04/14/2022	16569	18.00
25088	Annet Technologies (USA), Inc.(ret)	04/14/2022	16569	915.00
25089	Annet Technologies (USA), Inc.(ret)	04/14/2022	16569	25.00
25090	Annet Technologies (USA), Inc.(ret)	04/14/2022	16569	250.00

Retransform**Client:** Stockdale Investment Group**Project Id:** STO1105955**Document:** Monthly Activity Report detailed report**Date:** March 31,2022**For Period :** March 01 2022 - March 31 2022

Activities	Total (In Hrs)
<i>AP Entry Report March'22(Stockdale Property)</i>	36
<i>AP Entry Report March'22(Pluris Property)</i>	48
<i>AR Entry Report March'22(Stockdale Property)</i>	10
<i>AR Entry Report March'22(Pluris Property)</i>	18
<i>Bank Recon. Entry Report February'22 (Stockdale Property)</i>	47
<i>Bank Recon. Entry Report February'22 (Pluris Property)</i>	26
<i>Payroll Entry Report March'22 (Stockdale Property)</i>	1
<i>Payroll Entry Report March'22 (Pluris Property)</i>	8
<i>Lease Administration Feb'22</i>	71
Total Hrs	266

Total Hrs Pluris Property 100
Total Hrs Stockdale Property 166

Stockdale Property:	Hours	Amount (\$)
Knox	20	244
Kpv	32	391
Lln	1	13
Lovers	2	29
Npark	8	100
Pcnw	4	46
Pfc	2	18
Pfsc	75	915
ppl	2	25
Shops	20	250
Total	166	2032



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April 14, 2022

Pluris Holdings LLC
Mr. Ken Pratt
5950 Berkshire Ln, Ste 800
Dallas, TX 75225

Invoice: 537096
Client: 709422.05

Professional services rendered through March 31, 2022:

Professional services related to planning and audit of financial statements for Pluris Wedgefield, LLC.	\$ 8,000.00
Professional services related to planning and audit of financial statements for Pluris Southgate, LLC.	6,000.00
Professional services related to planning and audit of financial statements for Pluris, LLC.	6,000.00
Professional services related to the review of financial statements for Pluris Holdings, LLC and Subsidiaries.	8,000.00
Professional services related to the review of financial statements for Pluris Hampstead, LLC.	3,000.00
Professional services related to the review of financial statements for Pluris Webb Creek, LLC.	3,000.00
Professional services related to the review of financial statements for Pluris Alabama, LLC.	<u>\$ 3,000.00</u>
Current Amount	37,000.00
Prior Balance as of 03/01/2022	0.00
03/14/2022 Invoice 531534	<u>70,014.00</u>
Total Amount Due	<u><u>\$ 107,014.00</u></u>

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
37,000.00	70,014.00	0.00	0.00	0.00	107,014.00

IF YOU PAY BY ACH OR WIRE, please contact us at 817.259.9798 or wpbilling@whitleypenn.com to obtain updated account information. We apologize for the inconvenience.

DUE UPON RECEIPT

Late fees applied on past due balances
Please include invoice number with remittance

Remittance Address:

640 Taylor Street, Suite 2200 Fort Worth, Texas 76102
wpbilling@whitleypenn.com 817.259.9798



Invoice

Invoice 43924

Date Apr 30, 2022

Customer ID C-2751

Bill To:

Pluris Holdings LLC
 5950 Berkshire Lane
 Suite 800
 Dallas, TX 75255
 United States of America

Project	Service Period	Payment Terms
Pluris Holdings LLC: Payroll Management	April 1, 2022 To April 30, 2022	Net 10

Date	Description	Quantity	Unit Price	Total
	Payroll Administration	1.00	\$ 2,100.00	\$ 2,100.00
Subtotal				\$ 2,100.00
Tax				\$ 0.00
Total				\$ 2,100.00



Payable	Payee	Date	Invoice#	Amount
25621	Digital Insurance LLC(digillc)	04/30/2022	43924	262.50
25622	Digital Insurance LLC(digillc)	04/30/2022	43924	262.50
25623	Digital Insurance LLC(digillc)	04/30/2022	43924	262.50
25624	Digital Insurance LLC(digillc)	04/30/2022	43924	262.50
25625	Digital Insurance LLC(digillc)	04/30/2022	43924	262.50
25626	Digital Insurance LLC(digillc)	04/30/2022	43924	262.50
25627	Digital Insurance LLC(digillc)	04/30/2022	43924	262.50
25628	Digital Insurance LLC(digillc)	04/30/2022	43924	262.50

Remit to:

Digital Insurance LLC
 P.O. Box 734429
 Dallas, TX 75373-4429
 United States of America

Telephone: +1 770-250-2900

Email: DBilling@OneDigital.com



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Invoice To

Kenneth W. Pratt
 Stockdale Investment Group
 5950 Berkshire Ln, Suite 800,
 Dallas, TX 75225

INVOICE

Invoice No.	16808
Terms	Net 30
Date	05/11/2022
Due Date	06/10/2022

Project Name :	Lease Administration & Finance
Project ID :	STO1105955
Period :	April - 2022

Date	Activity	Quantity	Rate	Amount
04/30/2022	Platform/ Service : Managed Services	1	4,515.00	4,515.00T
	FTE - Recurring Lease Administration & Finance & Accounting Services			
	Total Hrs Pluris Property- 92			
	Total Hrs Stockdale Property- 157			
	Sr. No./ Stockdale Property/ Hours/ Amount(\$)			
	1/ Knox / 18 /321			
	2/ Kpv / 30 /549			
	3/ Lln / 1 /18			
	4/ Lovers / 2 /42			
	5/ Npark / 8 /141			
	6/ Pcnw / 4 /65			
	7/ Pfc / 1 /26			
	8/ Pfsc / 72 /1296			
	9/ ppl / 2 /35			
	10/ Shops / 19 /352			
	Total / 157 /2846			

Total	4,515.00
Sales Tax	0.00
Payment	
Balance Due	USD 4,515.00

Payable	Payee	Date	Invoice#	Amount
25803	Annet Technologies (USA), Inc.(ret)	05/11/2022	16808	1,670.00
25805	Annet Technologies (USA), Inc.(ret)	05/11/2022	16808	321.00
25806	Annet Technologies (USA), Inc.(ret)	05/11/2022	16808	549.00
25807	Annet Technologies (USA), Inc.(ret)	05/11/2022	16808	18.00
25808	Annet Technologies (USA), Inc.(ret)	05/11/2022	16808	42.00
25809	Annet Technologies (USA), Inc.(ret)	05/11/2022	16808	141.00
25810	Annet Technologies (USA), Inc.(ret)	05/11/2022	16808	65.00
25811	Annet Technologies (USA), Inc.(ret)	05/11/2022	16808	26.00
25812	Annet Technologies (USA), Inc.(ret)	05/11/2022	16808	1,296.00
25813	Annet Technologies (USA), Inc.(ret)	05/11/2022	16808	35.00
25814	Annet Technologies (USA), Inc.(ret)	05/11/2022	16808	352.00



Pay Online:
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May 12, 2022

Pluris Holdings LLC
Mr. Ken Pratt
5950 Berkshire Ln, Ste 800
Dallas, TX 75225

Invoice: 546420
Client: 709422.05

Professional services rendered through April 30, 2022:

Professional services related to planning and audit of financial statements for Pluris Wedgefield, LLC. \$ 6,000.00

Professional services related to planning and audit of financial statements for Pluris Southgate, LLC. 1,000.00

Professional services related to planning and audit of financial statements for Pluris, LLC. 1,000.00

Professional services related to the review of financial statements for Pluris Holdings, LLC and Subsidiaries. 500.00

Professional services related to the review of financial statements for Pluris Hampstead, LLC. 500.00

Professional services related to the review of financial statements for Pluris Webb Creek, LLC. 500.00

Professional services related to the review of financial statements for Pluris Alabama, LLC. 500.00

Current Amount 10,000.00

Prior Balance as of 04/01/2022 70,014.00

04/14/2022	Invoice 537096	37,000.00
04/14/2022	Payment	(14,000.00)
04/14/2022	Payment	(12,000.00)
04/14/2022	Payment	(12,000.00)
04/14/2022	Payment	(11,014.00)
04/14/2022	Payment	(7,000.00)
04/14/2022	Payment	(7,000.00)
04/14/2022	Payment	<u>(7,000.00)</u>

Total Amount Due \$ 47,000.00

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
47,000.00	0.00	0.00	0.00	0.00	47,000.00

DUE UPON RECEIPT

Late fees applied on past due balances

Please include invoice number with remittance

Remittance Address:

640 Taylor Street, Suite 2200 Fort Worth, Texas 76102
wpbilling@whitleypenn.com 817.259.9798



Proven RECRUITING

Phone # 858-412-1111
Fax # 858-412-1100
www.provenrecruiting.com

Invoice

Invoice # P9129

Date: 5/23/2022

Terms: Net 15

Due Date: 6/7/2022

P.O. No.

Bill To:

Stockdale
5950 Berkshire Lane, Ste 800,
Dallas, Texas 75225

DESCRIPTION	AMOUNT
Professional fees related to the placement of Mari Ohl Position: Senior Accountant Start Date: 05/23/2022	21,875.00
Please make all checks payable to: Proven Solutions, LLC P. O. Box 743628 Los Angeles, CA 90074-3628	Total \$21,875.00

ACH payments accepted. Please call the Accounting Department at (858)412-1117 or email invoices@provenrecruiting.com for banking details.



Invoice

Invoice 46627

Date May 31, 2022

Customer ID C-2751

Bill To:

Pluris Holdings LLC
 5950 Berkshire Lane
 Suite 800
 Dallas, TX 75255
 United States of America

Project	Service Period	Payment Terms
Pluris Holdings LLC: Payroll Management	May 1, 2022 To May 31, 2022	Net 10

Date	Description	Quantity	Unit Price	Total
May 1, 2022	Payroll Administration	1.00	\$ 2,100.00	\$ 2,100.00
Subtotal				\$ 2,100.00
Tax				\$ 0.00
Total				\$ 2,100.00



Payable	Payee	Date	Invoice#	Amount
26667	Digital Insurance LLC(digillc)	05/31/2022	46627	262.50
26669	Digital Insurance LLC(digillc)	05/31/2022	46627	262.50
26670	Digital Insurance LLC(digillc)	05/31/2022	46627	262.50
26671	Digital Insurance LLC(digillc)	05/31/2022	46627	262.50
26672	Digital Insurance LLC(digillc)	05/31/2022	46627	262.50
26673	Digital Insurance LLC(digillc)	05/31/2022	46627	262.50
26674	Digital Insurance LLC(digillc)	05/31/2022	46627	262.50
26675	Digital Insurance LLC(digillc)	05/31/2022	46627	262.50

Remit to:

Digital Insurance LLC
 P.O. Box 734429
 Dallas, TX 75373-4429
 United States of America

Telephone: +1 770-250-2900

Email: DBilling@OneDigital.com

Invoice



Invoice #: 46837

Date: May 31, 2022

Customer ID: C-2751

Bill To:

Pluris Holdings LLC
5950 Berkshire Lane
Suite 800
Dallas, TX 75255
United States of America

Table with 3 columns: Project, Service Period, Payment Terms. Row 1: Pluris Holdings LLC: Supplemental PR, 5/1/22 To 5/31/22, Net 10

Table with 7 columns: Date, Description, Memo, Consultant, Quantity, Unit Price, Total. Row 1: 5/25/22, Supplemental Payroll Services, Reviewed JP Morgan Validation Rejections Reports for participant rejections; funded 401k contributions; notified client., Alfred Garcia, 0.65, \$175.00, \$113.75

Subtotal \$113.75

Tax \$0.00

Total \$113.75

Remit To: Digital Insurance LLC
P.O. Box 734429
Dallas, TX 75373-4429
United States of America

Email: DIBilling@OneDigital.com
Telephone: +1 770-250-2900



Retransform
 PO Box 801545
 Dallas, TX 75380

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accounts@retransform.com
www.retransform.com

Invoice To

Kenneth W. Pratt
 Stockdale Investment Group
 5950 Berkshire Ln, Suite 800,
 Dallas, TX 75225

INVOICE

Invoice No.	17047
Terms	Net 30
Date	06/10/2022
Due Date	07/10/2022

Project Name :	Lease Administration & Finance
Project ID :	STO1105955
Period :	May - 2022

Date	Activity	Quantity	Rate	Amount
05/31/2022	Platform/ Service : Managed Services FTE - Recurring Lease Administration & Finance & Accounting Services Total Hrs Pluris Property- 106 Total Hrs Stockdale Property- 143 Sr. No./ Stockdale Property/ Hours/ Amount(\$) 1/ bryan / 2 / 45 2/ davis / 3 / 48 3/ Knox / 16 / 284 4/ Kpv / 26 / 471 5/ Lln / 1 / 16 6/ Lovers / 2 / 37 7/ Npark / 7 / 125 8/ Pcnw / 3 / 57 9/ Pfc / 1 / 23 10/ Pfsc / 63 / 1,146 11/ ppl / 2 / 31 12/ Shops / 17 / 311 Total / 143 / 2594	1	4,515.00	4,515.00T
05/31/2022	Postages and Handling fees for May 2022	1	1.75	1.75T

Total	4,516.75
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Sales Tax	0.00
Payment	
Balance Due	USD 4,516.75

Payable	Payee	Date	Invoice#	Amount
26693	Annet Technologies (USA), Inc.(ret)	06/10/2022	17047	45.00
26725	Annet Technologies (USA), Inc.(ret)	06/10/2022	17047	48.00
26726	Annet Technologies (USA), Inc.(ret)	06/10/2022	17047	284.00
26727	Annet Technologies (USA), Inc.(ret)	06/10/2022	17047	471.00
26728	Annet Technologies (USA), Inc.(ret)	06/10/2022	17047	16.00
26729	Annet Technologies (USA), Inc.(ret)	06/10/2022	17047	37.00
26730	Annet Technologies (USA), Inc.(ret)	06/10/2022	17047	125.00
26731	Annet Technologies (USA), Inc.(ret)	06/10/2022	17047	57.00
26732	Annet Technologies (USA), Inc.(ret)	06/10/2022	17047	23.00
26733	Annet Technologies (USA), Inc.(ret)	06/10/2022	17047	1,146.00
26734	Annet Technologies (USA), Inc.(ret)	06/10/2022	17047	31.00
26735	Annet Technologies (USA), Inc.(ret)	06/10/2022	17047	311.00
26736	Annet Technologies (USA), Inc.(ret)	06/10/2022	17047	1,922.75

Deloitte.**Invoice 8002701007**

Deloitte Tax LLP

Date: June 19, 2022**FEIN:** 861065772**Billing Address:**

ATTN: Kenneth Pratt
 Stockdale Investment Group, LLC
 5950 Berkshire Lane, Suite 800
 Dallas TX 75255
 USA

For professional services rendered

Fees	\$ 120,810.00
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Progress billing for professional services rendered from January 16, 2022 through April 23, 2022 as detailed on the attached.

Total Amount Due (USD)	\$ 120,810.00
-------------------------------	----------------------

Payment Instructions:**Check Payment Mailing Address:**

Deloitte Tax LLP
 PO Box 844736
 Dallas TX 75284-4736

Email remittance information to:

deloittepayments@deloitte.com

Please pay by ACH amounts and with CTX, CCD+ or WIRE. Include Invoice numbers/ your company name with payment.

Bank Name: Bank of America**Electronic funds payment details**

ABA# and ACH#: 011900571
US WIRE: 026009593
Swift Code : BOFAUS3N
Account Title: DELOITTE TAX LLP
Account Number: 385015866200

Payment Terms:

Per Contract or Upon Receipt

Billing Office:

2200 Ross Avenue
 Dallas TX 75201

Overnight Mailing Address:

Deloitte Tax LLP LBX# 844736
 1950 N. Stemmons Freeway
 Suite 5010
 Dallas TX 75207

Payable	Payee	Date	Invoice#	Amount
27355	Deloitte Tax LLP(deloitte)	06/19/2022	8002701007	15,970.00
27357	Deloitte Tax LLP(deloitte)	06/19/2022	8002701007	3,675.00
27358	Deloitte Tax LLP(deloitte)	06/19/2022	8002701007	3,872.00
27359	Deloitte Tax LLP(deloitte)	06/19/2022	8002701007	2,625.00
27360	Deloitte Tax LLP(deloitte)	06/19/2022	8002701007	2,625.00
27361	Deloitte Tax LLP(deloitte)	06/19/2022	8002701007	25,184.00
27362	Deloitte Tax LLP(deloitte)	06/19/2022	8002701007	263.00
27363	Deloitte Tax LLP(deloitte)	06/19/2022	8002701007	30,214.00
27364	Deloitte Tax LLP(deloitte)	06/19/2022	8002701007	1,838.00
27365	Deloitte Tax LLP(deloitte)	06/19/2022	8002701007	2,364.00
27366	Deloitte Tax LLP(deloitte)	06/19/2022	8002701007	263.00
27367	Deloitte Tax LLP(deloitte)	06/19/2022	8002701007	263.00
27368	Deloitte Tax LLP(deloitte)	06/19/2022	8002701007	263.00
27369	Deloitte Tax LLP(deloitte)	06/19/2022	8002701007	263.00
27370	Deloitte Tax LLP(deloitte)	06/19/2022	8002701007	263.00
27371	Deloitte Tax LLP(deloitte)	06/19/2022	8002701007	1,827.00

Invoice 8002701007**Amount****Fees****Benefit Derived Address:** Stockdale Investment Group, LLC, 5950 Berkshire Lane, Suite 800, Dallas, TX**For Services Performed In:**

Texas	Tax Services	\$	120,810.00
Total Fees		\$	120,810.00
Total Amount Due (USD)		\$	120,810.00

DETAIL TO INVOICE

Progress billing for professional services rendered from January 16, 2022 through April 23, 2022.

Entity/Individual	Compliance Fees	Additional Fees	Administrative Fee (5%)	Total Invoice
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Plaris Holdings, LLC

Progress billing. Additional fees incurred for preparation and analysis of Florida annual report and CIAC restructuring options including EBST research.

\$ 10,500 \$ 13,484 \$ 1,199 \$ 25,184



Invoice

Invoice 48668

Date Jun 30, 2022

Customer ID C-2751

Bill To:

Pluris Holdings LLC
 5950 Berkshire Lane
 Suite 800
 Dallas, TX 75255
 United States of America

Project	Service Period	Payment Terms
Pluris Holdings LLC: Payroll Management	June 1, 2022 To June 30, 2022	Net 10

Date	Description	Quantity	Unit Price	Total
Jun 1, 2022	Payroll Administration	1.00	\$ 2,100.00	\$ 2,100.00

Subtotal \$ 2,100.00
Tax \$ 0.00
Total \$ 2,100.00

Payable	Payee	Date	Invoice#	Amount
27483	Digital Insurance LLC(digillc)	06/30/2022	48668	262.50
27500	Digital Insurance LLC(digillc)	06/30/2022	48668	262.50
27501	Digital Insurance LLC(digillc)	06/30/2022	48668	262.50
27502	Digital Insurance LLC(digillc)	06/30/2022	48668	262.50
27503	Digital Insurance LLC(digillc)	06/30/2022	48668	262.50
27504	Digital Insurance LLC(digillc)	06/30/2022	48668	262.50
27505	Digital Insurance LLC(digillc)	06/30/2022	48668	262.50
27506	Digital Insurance LLC(digillc)	06/30/2022	48668	262.50

Remit to:

Digital Insurance LLC
 P.O. Box 734429
 Dallas, TX 75373-4429
 United States of America

Telephone: +1 770-250-2900

Email: DBilling@OneDigital.com

Invoice



Invoice #: 48669

Date: June 30, 2022

Customer ID: C-2751

Bill To:

Pluris Holdings LLC
 5950 Berkshire Lane
 Suite 800
 Dallas, TX 75255
 United States of America

Project	Service Period	Payment Terms
Pluris Holdings LLC: Supplemental PR	6/1/22 To 6/30/22	Net 10

Date	Description	Memo	Consultant	Quantity	Unit Price	Total
6/24/22	Supplemental Payroll Services	Researched and replied to T. Davidson's questions regarding payroll audit and 401k; contacted Paylocity to correct A. Johnson's 06/10 paycheck (2).	Alfred Garcia	0.25	\$175.00	\$43.75
6/27/22	Supplemental Payroll Services	Replied to T. Davidson regarding steps to correct A. Johnson's 06/10 paycheck and questioned what his deductions should have been.	Alfred Garcia	0.2	\$175.00	\$35.00
6/28/22	Supplemental Payroll Services	Contacted Paylocity for direction with voiding/reissuing A. Johnson's 06/10 paycheck; created and processed additional payroll; downloaded reports and notified client.	Alfred Garcia	0.85	\$175.00	\$148.75
6/29/22	Supplemental Payroll Services	Confirmed with D. Winters regarding benefit deduction for A. Johnson; reset password for K. King; updated pay rate changes in Paylocity per D. Winters.	Alfred Garcia	0.95	\$175.00	\$166.25

Subtotal \$393.75
Tax \$0.00
Total \$393.75

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 P.O. Box 734429
 Dallas, TX 75373-4429
 United States of America

Email: DIBilling@OneDigital.com
Telephone: +1 770-250-2900



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Invoice To

Kenneth W. Pratt
 Stockdale Investment Group
 5950 Berkshire Ln, Suite 800,
 Dallas, TX 75225

INVOICE

Invoice No.	17315
Terms	Net 30
Date	07/12/2022
Due Date	08/11/2022

Project Name :	Lease Administration & Finance
Project ID :	STO1105955
Period :	June - 2022

Date	Activity	Quantity	Rate	Amount
06/30/2022	Platform/ Service : Managed Services FTE - Recurring Lease Administration & Finance & Accounting Services Total Hrs Pluris Property- 93 Total Hrs Stockdale Property- 146 Sr. No./ Stockdale Property/ Hours/ Amount(\$) 1 / bryan / 3 / 47 2 / davis / 3 / 50 3 / Knox / 16 / 299 4 / Kpv / 26 / 496 5 / Lln / 1 / 17 6 / Lovers / 2 / 39 7 / Npark / 7 / 132 8 / Pcnw / 5 / 89 9 / Pfc / 1 / 24 10 / Pfsc / 64 / 1205 11 / ppl / 2 / 33 12 / Shops / 17 / 328	1	4,515.00	4,515.00T
06/30/2022	Postages and Handling fees for June 2022	1	107.27	107.27T

Total	4,622.27
Sales Tax	0.00

Payment	
Balance Due	USD 4,622.27

Payable	Payee	Date	Invoice#	Amount
27491	Annet Technologies (USA), Inc.(ret)	07/12/2022	17315	47.00
27507	Annet Technologies (USA), Inc.(ret)	07/12/2022	17315	50.00
27508	Annet Technologies (USA), Inc.(ret)	07/12/2022	17315	299.00
27509	Annet Technologies (USA), Inc.(ret)	07/12/2022	17315	496.00
27510	Annet Technologies (USA), Inc.(ret)	07/12/2022	17315	17.00
27511	Annet Technologies (USA), Inc.(ret)	07/12/2022	17315	39.00
27512	Annet Technologies (USA), Inc.(ret)	07/12/2022	17315	132.00
27513	Annet Technologies (USA), Inc.(ret)	07/12/2022	17315	89.00
27514	Annet Technologies (USA), Inc.(ret)	07/12/2022	17315	24.00
27515	Annet Technologies (USA), Inc.(ret)	07/12/2022	17315	1,205.00
27516	Annet Technologies (USA), Inc.(ret)	07/12/2022	17315	33.00
27517	Annet Technologies (USA), Inc.(ret)	07/12/2022	17315	328.00
27518	Annet Technologies (USA), Inc.(ret)	07/12/2022	17315	1,863.27



Invoice

Invoice 51347

Date Jul 31, 2022

Customer ID C-2751

Bill To:

Pluris Holdings LLC
 5950 Berkshire Lane
 Suite 800
 Dallas, TX 75255
 United States of America

Project	Service Period	Payment Terms
Pluris Holdings LLC: Payroll Management	July 1, 2022 To July 31, 2022	Net 10

Date	Description	Quantity	Unit Price	Total
	Payroll Management	1.00	\$ 2,100.00	\$ 2,100.00

Subtotal \$ 2,100.00
Tax \$ 0.00
Total \$ 2,100.00

Payable	Payee	Date	Invoice#	Amount
28510	Digital Insurance LLC(digillc)	07/31/2022	51347	262.50
28513	Digital Insurance LLC(digillc)	07/31/2022	51347	262.50
28514	Digital Insurance LLC(digillc)	07/31/2022	51347	262.50
28515	Digital Insurance LLC(digillc)	07/31/2022	51347	262.50
28516	Digital Insurance LLC(digillc)	07/31/2022	51347	262.50
28517	Digital Insurance LLC(digillc)	07/31/2022	51347	262.50
28518	Digital Insurance LLC(digillc)	07/31/2022	51347	262.50
28519	Digital Insurance LLC(digillc)	07/31/2022	51347	262.50

Remit to:

Digital Insurance LLC
 P.O. Box 734429
 Dallas, TX 75373-4429
 United States of America

Telephone: +1 770-250-2900
 Email: DBilling@OneDigital.com

Invoice



Invoice #: 51564

Date: July 31, 2022

Customer ID: C-2751

Bill To:

Pluris Holdings LLC
 5950 Berkshire Lane
 Suite 800
 Dallas, TX 75255
 United States of America

Project	Service Period	Payment Terms
Pluris Holdings LLC: Supplemental PR	7/1/22 To 7/31/22	Net 10

Date	Description	Memo	Consultant	Quantity	Unit Price	Total
7/27/22	Supplemental Payroll Services	Contacted Paylocity regarding tax and 401k set up for A. Johnson; replied to T. Davidson with update and included Service@Paylocity for answers (2).	Alfred Garcia	0.35	\$175.00	\$61.25
7/29/22	Supplemental Payroll Services	Reviewed email inbox; prepared payroll: emailed timecard reminder to supervisors; created payroll folders for each company; updated Payroll Processing Notes and Payroll Changes worksheet; downloaded JP Morgan feedback files and entered employee changes; approved pending employee changes for each company; downloaded three pre-process payroll reports for each company.	Alfred Garcia	1.05	\$175.00	\$183.75

Subtotal \$245.00
Tax \$0.00
Total \$245.00

Remit To: Digital Insurance LLC
 P.O. Box 734429
 Dallas, TX 75373-4429
 United States of America

Email: DIBilling@OneDigital.com
Telephone: +1 770-250-2900



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Invoice To

Kenneth W. Pratt
 Stockdale Investment Group
 5950 Berkshire Ln, Suite 800,
 Dallas, TX 75225

INVOICE

Invoice No.	17557
Terms	Net 30
Date	08/18/2022
Due Date	09/17/2022

Project Name :	Lease Administration & Finance
Project ID :	STO1105955
Period :	July-2022

Date	Activity	Quantity	Rate	Amount
07/01/2022	Platform/ Service : Managed Services FTE - Recurring Lease Administration & Finance & Accounting Services Total Hrs Pluris Property- 137 Total Hrs Stockdale Property- 129 Sr. No./ Stockdale Property/ Hours/ Amount(\$) 1 / bryan / 2 / 37 2 / davis / 2 / 40 3 / Knox / 14 / 235 4 / Kpv / 22 / 381 5 / Lln / 1 / 13 6 / Lovers / 2 / 30 7 / Npark / 6 / 103 8 / Pcnw / 6 / 95 9 / Pfc / 1 / 19 10 / Pfsc / 56 / 946 11 / ppl / 2 / 26 12 / Shops / 15 / 260 Total / 129 / 2185	1	4,515.00	4,515.00T
07/31/2022	Platform/Service :- Managed services Postages and Handling fees for July 2022	1	54.70	54.70

Total	4,569.70
Sales Tax	0.00
Payment	
Balance Due	USD 4,569.70

Payable	Payee	Date	Invoice#	Amount
28596	Annet Technologies (USA), Inc.(ret)	08/18/2022	17557	37.00
28601	Annet Technologies (USA), Inc.(ret)	08/18/2022	17557	40.00
28602	Annet Technologies (USA), Inc.(ret)	08/18/2022	17557	235.00
28603	Annet Technologies (USA), Inc.(ret)	08/18/2022	17557	381.00
28604	Annet Technologies (USA), Inc.(ret)	08/18/2022	17557	13.00
28605	Annet Technologies (USA), Inc.(ret)	08/18/2022	17557	30.00
28606	Annet Technologies (USA), Inc.(ret)	08/18/2022	17557	103.00
28607	Annet Technologies (USA), Inc.(ret)	08/18/2022	17557	95.00
28608	Annet Technologies (USA), Inc.(ret)	08/18/2022	17557	19.00
28609	Annet Technologies (USA), Inc.(ret)	08/18/2022	17557	946.00
28610	Annet Technologies (USA), Inc.(ret)	08/18/2022	17557	26.00
28611	Annet Technologies (USA), Inc.(ret)	08/18/2022	17557	260.00
28612	Annet Technologies (USA), Inc.(ret)	08/18/2022	17557	2,384.70

Invoice



Invoice #: 53969

Date: August 31, 2022

Customer ID: C-2751

Bill To:

Pluris Holdings LLC
 5950 Berkshire Lane
 Suite 800
 Dallas, TX 75255
 United States of America

Project	Service Period	Payment Terms
Pluris Holdings LLC: Supplemental PR	8/1/22 To 8/31/22	Net 10

Date	Description	Memo	Consultant	Quantity	Unit Price	Total
8/24/22	Supplemental Payroll Services	Reviewed email inbox; replied to T. Davidson regarding M. Ohl's adjustment and R. Hoffer's final check.	Alfred Garcia	0.2	\$175.00	\$35.00
8/26/22	Supplemental Payroll Services	Prepared payroll: emailed timecard reminder to supervisors; created payroll folders for each company; updated Payroll Processing Notes and Payroll Changes worksheet; downloaded JP Morgan feedback files and entered employee changes; approved pending employee changes for each company; downloaded three pre-process payroll reports for each company. (2)	Alfred Garcia	0.85	\$175.00	\$148.75
8/29/22	Supplemental Payroll Services	Reviewed email inbox; replied to T. Davidson regarding two issues for payroll tomorrow.	Alfred Garcia	0.15	\$175.00	\$26.25

Subtotal \$210.00
Tax \$0.00
Total \$210.00

Remit To: Digital Insurance LLC
 P.O. Box 734429
 Dallas, TX 75373-4429
 United States of America

Email: DIBilling@OneDigital.com
Telephone: +1 770-250-2900



Invoice

Invoice 52785

Date Aug 31, 2022

Customer ID C-2751

Bill To:

Pluris Holdings LLC
5950 Berkshire Lane
Suite 800
Dallas, TX 75255
United States of America

Project	Service Period	Payment Terms
Pluris Holdings LLC: Payroll Management	August 1, 2022 To August 31, 2022	Net 10

Date	Description	Quantity	Unit Price	Total
	Payroll Management	1.00	\$ 2,100.00	\$ 2,100.00

Subtotal \$ 2,100.00
Tax \$ 0.00
Total \$ 2,100.00

Payable	Payee	Date	Invoice#	Amount
30123	Digital Insurance LLC(digillc)	08/31/2022	52785	262.50
30127	Digital Insurance LLC(digillc)	08/31/2022	52785	262.50
30128	Digital Insurance LLC(digillc)	08/31/2022	52785	262.50
30129	Digital Insurance LLC(digillc)	08/31/2022	52785	262.50
30130	Digital Insurance LLC(digillc)	08/31/2022	52785	262.50
30131	Digital Insurance LLC(digillc)	08/31/2022	52785	262.50
30132	Digital Insurance LLC(digillc)	08/31/2022	52785	262.50
30133	Digital Insurance LLC(digillc)	08/31/2022	52785	262.50

Remit to:

Digital Insurance LLC
P.O. Box 734429
Dallas, TX 75373-4429
United States of America

Telephone: +1 770-250-2900
Email: DBilling@OneDigital.com



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 PO Box 801545
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(214) 358-4330x109
accounts@retransform.com
www.retransform.com

Invoice To

Kenneth W. Pratt
 Stockdale Investment Group
 5950 Berkshire Ln, Suite 800,
 Dallas, TX 75225

INVOICE

Invoice No.	17837
Terms	Net 30
Date	09/13/2022
Due Date	10/13/2022

Project Name :	Lease Administration & Finance
Project ID :	STO1105955
Period :	August - 2022

Date	Activity	Quantity	Rate	Amount
08/31/2022	Platform/ Service : Managed Services FTE - Recurring Lease Administration & Finance & Accounting Services Total Hrs Pluris Property- 88 Total Hrs Stockdale Property- 112 Sr. No./ Stockdale Property/ Hours/ Amount(\$) 1 / bryan / 1 / 24 2 / davis / 2 / 47 3 / Knox / 12 / 276 4 / Kpv / 20 / 448 5 / Lln / 1 / 16 6 / Lovers / 1 / 27 7 / Npark / 5 / 121 8 / Pcnw / 5 / 102 9 / Pfc / 1 / 22 10 / Pfsc / 49 / 1,106 11 / ppl / 1 / 30 12 / Shops / 14 / 314	1	4,515.00	4,515.00T
08/31/2022	Postages and Handling fees for August 2022	1	57.68	57.68T

Total	4,572.68
Sales Tax	0.00

Payment	
Balance Due	USD 4,572.68

Payable	Payee	Date	Invoice#	Amount
29265	Annet Technologies (USA), Inc.(ret)	09/13/2022	17837	24.00
29266	Annet Technologies (USA), Inc.(ret)	09/13/2022	17837	47.00
29267	Annet Technologies (USA), Inc.(ret)	09/13/2022	17837	276.00
29268	Annet Technologies (USA), Inc.(ret)	09/13/2022	17837	448.00
29269	Annet Technologies (USA), Inc.(ret)	09/13/2022	17837	16.00
29270	Annet Technologies (USA), Inc.(ret)	09/13/2022	17837	27.00
29271	Annet Technologies (USA), Inc.(ret)	09/13/2022	17837	121.00
29272	Annet Technologies (USA), Inc.(ret)	09/13/2022	17837	102.00
29273	Annet Technologies (USA), Inc.(ret)	09/13/2022	17837	22.00
29274	Annet Technologies (USA), Inc.(ret)	09/13/2022	17837	1,106.00
29275	Annet Technologies (USA), Inc.(ret)	09/13/2022	17837	30.00
29276	Annet Technologies (USA), Inc.(ret)	09/13/2022	17837	314.00
29277	Annet Technologies (USA), Inc.(ret)	09/13/2022	17837	2,039.68



INVOICE

REMIT TO:
 High Profile, Inc.
 17250 Dallas Plwy.
 Dallas, TX 75248

BILL TO:

Attention of: Dan Winters
 Stockdale Investment Group
 5950 Berkshire Lane
 Suite 800
 Dallas, TX 75225

Thank you. Please know that we value your business.

PO#

DATE	INVOICE NO.	PAGE	ACCOUNT NO.	TERMS:	
09/26/2022	91652	1	112448	Due Upon Receipt	
PERIOD	DESCRIPTION & EMPLOYEE		HOURS	RATE	AMOUNT
09/23/22-09/23/22	HPF ACCMGR	Kapolczynski, Janelle Lee		45000.00	\$45,000.00
	Report to:Dan Winters				
	Direct Hire				
PAY THIS AMOUNT >				TOTAL	\$45,000.00



Invoice

Invoice 54399

Date Sep 30, 2022

Customer ID C-2751

Bill To:

Pluris Holdings LLC
5950 Berkshire Lane
Suite 800
Dallas, TX 75255
United States of America

Project	Service Period	Payment Terms
Pluris Holdings LLC: Payroll Management	September 1, 2022 To September 30, 2022	Net 10

Date	Description	Quantity	Unit Price	Total
	Payroll Management	1.00	\$ 2,100.00	\$ 2,100.00

Subtotal \$ 2,100.00
Tax \$ 0.00
Total \$ 2,100.00

Payable	Payee	Date	Invoice#	Amount
30018	Digital Insurance LLC(digillc)	09/30/2022	54399	262.50
30019	Digital Insurance LLC(digillc)	09/30/2022	54399	262.50
30020	Digital Insurance LLC(digillc)	09/30/2022	54399	262.50
30021	Digital Insurance LLC(digillc)	09/30/2022	54399	262.50
30022	Digital Insurance LLC(digillc)	09/30/2022	54399	262.50
30023	Digital Insurance LLC(digillc)	09/30/2022	54399	262.50
30024	Digital Insurance LLC(digillc)	09/30/2022	54399	262.50
30025	Digital Insurance LLC(digillc)	09/30/2022	54399	262.50

Remit to:

Digital Insurance LLC
P.O. Box 734429
Dallas, TX 75373-4429
United States of America

Telephone: +1 770-250-2900
Email: DBilling@OneDigital.com



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 PO Box 801545
 Dallas, TX 75380

(214) 358-4330x109
accounts@retransform.com
www.retransform.com

Invoice To

Kenneth W. Pratt
 Stockdale Investment Group
 5950 Berkshire Ln, Suite 800,
 Dallas, TX 75225

INVOICE

Invoice No.	18060
Terms	Net 30
Date	10/14/2022
Due Date	11/13/2022

Project Name :	Lease Administration & Finance
Project ID :	STO1105955
Period :	September-2022

Date	Activity	Quantity	Rate	Amount
09/01/2022	Platform/ Service : Managed Services	1	4,515.00	4,515.00T
	FTE - Recurring Lease Administration & Finance & Accounting Services			
	Total Hrs Pluris Property- 101 46%			
	Total Hrs Stockdale Property-121 54%			
	Sr. No./ Stockdale Property/ Hours/ Amount(\$)			
	1 / bryan / 1 / 23			
	2 / davis / 2 / 45			
	3 / Knox / 13 / 266			
	4 / Kpv / 22 / 445			
	5 / Lln / 1 / 15			
	6 / Lovers / 1 / 26			
	7 / Npark / 6 / 117			
	8 / Pcnw / 5 / 98			
	9 / Pfc / 1 / 22			
	10 / Pfsc / 53 / 1,079			
	11 / ppl / 1 / 29			
	12 / Shops / 15 / 295			
	Total - 121 - 2459			

Total	4,515.00
Sales Tax	0.00
Payment	
Balance Due	USD 4,515.00

Payable	Payee	Date	Invoice#	Amount
30170	Annet Technologies (USA), Inc.(ret)	10/14/2022	18060	23.00
30180	Annet Technologies (USA), Inc.(ret)	10/14/2022	18060	45.00
30181	Annet Technologies (USA), Inc.(ret)	10/14/2022	18060	266.00
30182	Annet Technologies (USA), Inc.(ret)	10/14/2022	18060	445.00
30183	Annet Technologies (USA), Inc.(ret)	10/14/2022	18060	15.00
30184	Annet Technologies (USA), Inc.(ret)	10/14/2022	18060	26.00
30185	Annet Technologies (USA), Inc.(ret)	10/14/2022	18060	117.00
30186	Annet Technologies (USA), Inc.(ret)	10/14/2022	18060	98.00
30187	Annet Technologies (USA), Inc.(ret)	10/14/2022	18060	22.00
30188	Annet Technologies (USA), Inc.(ret)	10/14/2022	18060	1,079.00
30189	Annet Technologies (USA), Inc.(ret)	10/14/2022	18060	29.00
30190	Annet Technologies (USA), Inc.(ret)	10/14/2022	18060	295.00
30191	Annet Technologies (USA), Inc.(ret)	10/14/2022	18060	2,055.00

Invoice



Invoice #: 58664

Date: October 31, 2022

Customer ID: C-2751

Bill To:

Pluris Holdings LLC
 5950 Berkshire Lane
 Suite 800
 Dallas, TX 75255
 United States of America

Project	Service Period	Payment Terms
Pluris Holdings LLC: Supplemental PR	10/1/22 To 10/31/22	Net 10

Date	Description	Memo	Consultant	Quantity	Unit Price	Total
10/26/22	Supplemental Payroll Services	Downloaded post-payroll reports, formatted, and emailed to client; reviewed JP Morgan Validation Rejections Reports for participant rejections; funded 401k contributions; notified client. (2)	Alfred Garcia	0.85	\$175.00	\$148.75
10/27/22	Supplemental Payroll Services	Reviewed email inbox; spoke with M. Ohl; resent a few payroll reports that were missed.	Alfred Garcia	0.25	\$175.00	\$43.75

Subtotal \$192.50
Tax \$0.00
Total \$192.50

Remit To: Digital Insurance LLC
 P.O. Box 734429
 Dallas, TX 75373-4429
 United States of America

Email: DIBilling@OneDigital.com
Telephone: +1 770-250-2900



Invoice

Invoice 58539

Date Oct 31, 2022

Customer ID C-2751

Bill To:

Pluris Holdings LLC
5950 Berkshire Lane
Suite 800
Dallas, TX 75255
United States of America

Project	Service Period	Payment Terms
Pluris Holdings LLC: Payroll Management	October 1, 2022 To October 31, 2022	Net 10

Date	Description	Quantity	Unit Price	Total
	Payroll Management	1.00	\$ 2,100.00	\$ 2,100.00
Subtotal				\$ 2,100.00
Tax				\$ 0.00
Total				\$ 2,100.00

Payable	Payee	Date	Invoice#	Amount
30992	Digital Insurance LLC(digillc)	10/31/2022	58539	262.50
31014	Digital Insurance LLC(digillc)	10/31/2022	58539	262.50
31015	Digital Insurance LLC(digillc)	10/31/2022	58539	262.50
31016	Digital Insurance LLC(digillc)	10/31/2022	58539	262.50
31017	Digital Insurance LLC(digillc)	10/31/2022	58539	262.50
31018	Digital Insurance LLC(digillc)	10/31/2022	58539	262.50
31019	Digital Insurance LLC(digillc)	10/31/2022	58539	262.50
31020	Digital Insurance LLC(digillc)	10/31/2022	58539	262.50

Remit to:

Digital Insurance LLC
P.O. Box 734429
Dallas, TX 75373-4429
United States of America

Telephone: +1 770-250-2900

Email: DBilling@OneDigital.com



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Invoice To

Kenneth W. Pratt
 Stockdale Investment Group
 5950 Berkshire Ln, Suite 800,
 Dallas, TX 75225

INVOICE

Invoice No.	18332
Terms	Net 30
Date	11/16/2022
Due Date	12/16/2022

Project Name :	Lease Administration & Finance
Project ID :	STO1105955
Period :	October - 2022

Date	Activity	Quantity	Rate	Amount
10/31/2022	Platform/ Service : Managed Services FTE - Recurring Lease Administration & Finance & Accounting Services Total Hrs Pluris Property- 155 - 59% Total Hrs Stockdale Property-109 - 41% Sr. No./ Stockdale Property/ Hours/ Amount(\$) 1 / bryan - 1 - 18 2 / davis - 2 - 34 3 / Knox - 12 - 202 4 / Kpv - 20 - 339 5 / Lln - 1 - 12 6 / Lovers - 1 - 20 7 / Npark - 5 - 89 8 / Pcnw - 4 - 75 9 / Pfc - 1 - 16 10 / Pfsc - 48 - 821 11 / ppl - 1 - 22 12 / Shops - 13 - 224	1	4,515.00	4,515.00T
10/31/2022	Postages and Handling fees for October 2022	1	117.25	117.25T

Total	4,632.25
Sales Tax	0.00
Payment	
Balance Due	USD 4,632.25

Payable	Payee	Date	Invoice#	Amount
31193	Annet Technologies (USA), Inc.(ret)	11/16/2022	18332	18.00
31197	Annet Technologies (USA), Inc.(ret)	11/16/2022	18332	34.00
31198	Annet Technologies (USA), Inc.(ret)	11/16/2022	18332	202.00
31199	Annet Technologies (USA), Inc.(ret)	11/16/2022	18332	339.00
31200	Annet Technologies (USA), Inc.(ret)	11/16/2022	18332	12.00
31201	Annet Technologies (USA), Inc.(ret)	11/16/2022	18332	20.00
31202	Annet Technologies (USA), Inc.(ret)	11/16/2022	18332	89.00
31203	Annet Technologies (USA), Inc.(ret)	11/16/2022	18332	75.00
31204	Annet Technologies (USA), Inc.(ret)	11/16/2022	18332	16.00
31205	Annet Technologies (USA), Inc.(ret)	11/16/2022	18332	821.00
31206	Annet Technologies (USA), Inc.(ret)	11/16/2022	18332	22.00
31207	Annet Technologies (USA), Inc.(ret)	11/16/2022	18332	224.00
31208	Annet Technologies (USA), Inc.(ret)	11/16/2022	18332	2,760.25



Invoice

Invoice 60266

Date Nov 30, 2022

Customer ID C-2751

Bill To:

Pluris Holdings LLC
5950 Berkshire Lane
Suite 800
Dallas, TX 75255
United States of America

Project	Service Period	Payment Terms
Pluris Holdings LLC: Payroll Management	November 1, 2022 To November 30, 2022	Net 10

Date	Description	Quantity	Unit Price	Total
	Payroll Management	1.00	\$ 2,100.00	\$ 2,100.00
Subtotal				\$ 2,100.00
Tax				\$ 0.00
Total				\$ 2,100.00

Payable	Payee	Date	Invoice#	Amount
32042	Digital Insurance LLC(digillc)	11/30/2022	60266	262.50
32081	Digital Insurance LLC(digillc)	11/30/2022	60266	262.50
32082	Digital Insurance LLC(digillc)	11/30/2022	60266	262.50
32083	Digital Insurance LLC(digillc)	11/30/2022	60266	262.50
32084	Digital Insurance LLC(digillc)	11/30/2022	60266	262.50
32085	Digital Insurance LLC(digillc)	11/30/2022	60266	262.50
32086	Digital Insurance LLC(digillc)	11/30/2022	60266	262.50
32087	Digital Insurance LLC(digillc)	11/30/2022	60266	262.50

Remit to:

Digital Insurance LLC
P.O. Box 734429
Dallas, TX 75373-4429
United States of America

Telephone: +1 770-250-2900

Email: DBilling@OneDigital.com

Invoice



Invoice #: 60847

Date: November 30, 2022

Customer ID: C-2751

Bill To:

Pluris Holdings LLC
5950 Berkshire Lane
Suite 800
Dallas, TX 75255
United States of America

Summary table with columns: Project, Service Period, Payment Terms. Row: Pluris Holdings LLC: Supplemental PR, 11/1/22 To 11/30/22, Net 10

Main invoice table with columns: Date, Description, Memo, Consultant, Quantity, Unit Price, Total. Rows for 11/8/22 and 11/22/22.

Subtotal \$306.25
Tax \$0.00
Total \$306.25

Remit To: Digital Insurance LLC
P.O. Box 734429
Dallas, TX 75373-4429
United States of America

Email: DIBilling@OneDigital.com
Telephone: +1 770-250-2900



Invoice 8003142072

Deloitte Tax LLP

Date: December 13, 2022
FEIN: 861065772

Billing Address:
 ATTN: Kenneth Pratt
 Stockdale Investment Group, LLC
 5950 Berkshire Lane, Suite 800
 Dallas TX 75255
 USA

For professional services rendered

Fees	\$ 221,075.00
Final billing for professional services rendered from April 24, 2022 through December 3, 2022. as detailed on the attached.	
Total Amount Due (USD)	\$ 221,075.00

Payment Instructions:

Check Payment Mailing Address:

Deloitte Tax LLP
 PO Box 844736
 Dallas TX 75284-4736

Email remittance information to:

deloittepayments@deloitte.com

Please pay by ACH amounts and with CTX, CCD+ or WIRE. Include Invoice numbers/ your company name with payment.

Bank Name: Bank of America

Electronic funds payment details

ABA# and ACH#: 011900571
US WIRE: 026009593
Swift Code : BOFAUS3N
Account Title: DELOITTE TAX LLP
Account Number: 385015866200

Payment Terms:

Per Contract or Upon Receipt

Billing Office:

2200 Ross Avenue
 Dallas TX 75201

Overnight Mailing Address:

Deloitte Tax LLP LBX# 844736
 1950 N. Stemmons Freeway
 Suite 5010
 Dallas TX 75207

Invoice 8003142072**Fees****Benefit Derived Address:** Stockdale Investment Group, LLC, 5950 Berkshire Lane, Suite 800, Dallas, TX**For Services Performed In:**

Texas	Tax Services	\$	221,075.00
Total Fees		\$	221,075.00

Total Amount Due (USD) **\$ 221,075.00**

Payable	Payee	Date	Invoice#	Amount
32209	Deloitte Tax LLP(deloitte)	12/13/2022	8003142072	13,913.00
32249	Deloitte Tax LLP(deloitte)	12/13/2022	8003142072	9,450.00
32250	Deloitte Tax LLP(deloitte)	12/13/2022	8003142072	11,550.00
32251	Deloitte Tax LLP(deloitte)	12/13/2022	8003142072	11,746.00
32252	Deloitte Tax LLP(deloitte)	12/13/2022	8003142072	788.00
32253	Deloitte Tax LLP(deloitte)	12/13/2022	8003142072	5,250.00
32254	Deloitte Tax LLP(deloitte)	12/13/2022	8003142072	1,838.00
32255	Deloitte Tax LLP(deloitte)	12/13/2022	8003142072	2,836.00
32256	Deloitte Tax LLP(deloitte)	12/13/2022	8003142072	263.00
32257	Deloitte Tax LLP(deloitte)	12/13/2022	8003142072	263.00
32258	Deloitte Tax LLP(deloitte)	12/13/2022	8003142072	263.00
32259	Deloitte Tax LLP(deloitte)	12/13/2022	8003142072	263.00
32260	Deloitte Tax LLP(deloitte)	12/13/2022	8003142072	263.00
32261	Deloitte Tax LLP(deloitte)	12/13/2022	8003142072	47,638.00
32262	Deloitte Tax LLP(deloitte)	12/13/2022	8003142072	525.00
32263	Deloitte Tax LLP(deloitte)	12/13/2022	8003142072	525.00

Entity	Amount	Account	Account Description	Notes	Check
pmg	10,696.00	70150	632.8 - Professional Fees - Accounting (W)	final billing federal & state tax return, additional fees fixed asset allocation and tax consultation	314
pmg	1,050.00	70150	632.8 - Professional Fees - Accounting (W)	state tax return excess amount	314
	11,746.00				

DETAIL TO INVOICE

Final billing for professional services rendered from April 24, 2022 through December 3, 2022.

Entity/Individual	Compliance Fees	Additional Fees	Administrative Fee (5%)	Total Invoice
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Pluris Holdings, LLC

Final billing as a result of federal and state tax compliance as stated in the engagement letter. Additional fees related to fixed asset allocation and tax consultation related to restructuring.
State tax return(s) in excess of amount stated in engagement letter.

3,500 ✓	6,686	509	10,696
1,000	-	50	1,050



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Invoice To

Kenneth W. Pratt
 Stockdale Investment Group
 5950 Berkshire Ln, Suite 800,
 Dallas, TX 75225

INVOICE

Invoice No.	18556
Terms	Net 30
Date	12/14/2022
Due Date	01/13/2023

Project Name :	Lease Administration & Finance
Project ID :	STO1105955
Period :	November - 2022

Date	Activity	Quantity	Rate	Amount
11/30/2022	Platform/ Service : Managed Services FTE - Recurring Lease Administration & Finance & Accounting Services Total Hrs Pluris Property - 95 - 48% Total Hrs Stockdale Property - 105 - 52% Sr. No. / Stockdale Property - Hours - Amount (\$) 1 / bryan - 0.75 - 16.91136061 2 / davis - 1.89 - 42.61662873 3 / Knox - 11.22 - 252.9939547 4 / Kpv - 18.79 - 423.6859544 5 / Lln - 0.64 - 14.43102772 6 / Lovers - 1.46 - 32.92078198 7 / Npark - 4.93 - 111.1640104 8 / Pcnw - 4.15 - 93.57619535 9 / Pfc - 0.91 - 20.51911754 10 / Pfsc - 46.25 - 1042.867237 11 / ppl - 1.22 - 27.50914659 12 / Shops - 12.78 - 288.1695847	1	4,515.00	4,515.00T
11/30/2022	Postages and Handling fees for November 2022	1	62.07	62.07T

Total	4,577.07
Sales Tax	0.00
Payment	
Balance Due	USD 4,577.07

Payable	Payee	Date	Invoice#	Amount
32115	Annet Technologies (USA), Inc.(ret)	12/14/2022	18556	16.91
32133	Annet Technologies (USA), Inc.(ret)	12/14/2022	18556	42.62
32134	Annet Technologies (USA), Inc.(ret)	12/14/2022	18556	252.99
32135	Annet Technologies (USA), Inc.(ret)	12/14/2022	18556	423.69
32136	Annet Technologies (USA), Inc.(ret)	12/14/2022	18556	14.43
32137	Annet Technologies (USA), Inc.(ret)	12/14/2022	18556	32.92
32138	Annet Technologies (USA), Inc.(ret)	12/14/2022	18556	111.16
32139	Annet Technologies (USA), Inc.(ret)	12/14/2022	18556	93.58
32140	Annet Technologies (USA), Inc.(ret)	12/14/2022	18556	20.52
32141	Annet Technologies (USA), Inc.(ret)	12/14/2022	18556	1,042.87
32142	Annet Technologies (USA), Inc.(ret)	12/14/2022	18556	27.50
32143	Annet Technologies (USA), Inc.(ret)	12/14/2022	18556	288.17
32144	Annet Technologies (USA), Inc.(ret)	12/14/2022	18556	2,209.71

Invoice



Invoice #: 63345

Date: December 31, 2022

Customer ID: C-2751

Bill To:

Pluris Holdings LLC
 5950 Berkshire Lane
 Suite 800
 Dallas, TX 75255
 United States of America

Project	Service Period	Payment Terms
Pluris Holdings LLC: Supplemental PR	12/1/22 To 12/31/22	Net 10

Date	Description	Memo	Consultant	Quantity	Unit Price	Total
12/29/22	Supplemental Payroll Services	Prepared payroll: emailed timecard reminder to supervisors; created payroll folders for each company; updated Payroll Processing Notes and Payroll Changes worksheet; downloaded JP Morgan feedback files and entered employee changes; approved pending employee changes for each company; downloaded three pre-process payroll reports for each company. (2)	Alfred Garcia	0.55	\$175.00	\$96.25

Subtotal \$96.25
Tax \$0.00
Total \$96.25

Remit To: Digital Insurance LLC
 P.O. Box 734429
 Dallas, TX 75373-4429
 United States of America

Email: DiBilling@OneDigital.com
Telephone: +1 770-250-2900



Invoice

Invoice 62982

Date Dec 31, 2022

Customer ID C-2751

Bill To:

Pluris Holdings LLC
5950 Berkshire Lane
Suite 800
Dallas, TX 75255
United States of America

Project	Service Period	Payment Terms
Pluris Holdings LLC: Payroll Management	December 1, 2022 To December 31, 2022	Net 10

Date	Description	Quantity	Unit Price	Total
	Payroll Management	1.00	\$ 2,100.00	\$ 2,100.00

Subtotal \$ 2,100.00
Tax \$ 0.00
Total \$ 2,100.00

Payable	Payee	Date	Invoice#	Amount
32856	Digital Insurance LLC(digillc)	12/31/2022	62982	262.50
32860	Digital Insurance LLC(digillc)	12/31/2022	62982	262.50
32861	Digital Insurance LLC(digillc)	12/31/2022	62982	262.50
32862	Digital Insurance LLC(digillc)	12/31/2022	62982	262.50
32863	Digital Insurance LLC(digillc)	12/31/2022	62982	262.50
32864	Digital Insurance LLC(digillc)	12/31/2022	62982	262.50
32865	Digital Insurance LLC(digillc)	12/31/2022	62982	262.50
32866	Digital Insurance LLC(digillc)	12/31/2022	62982	262.50

Remit to:

Digital Insurance LLC
P.O. Box 734429
Dallas, TX 75373-4429
United States of America

Telephone: +1 770-250-2900

Email: DBilling@OneDigital.com



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Invoice To

Kenneth W. Pratt
 Stockdale Investment Group
 5950 Berkshire Ln, Suite 800,
 Dallas, TX 75225

INVOICE

Invoice No.	18659
Terms	Net 30
Date	01/17/2023
Due Date	02/16/2023

Project Name :	Lease Administration & Finance
Project ID :	STO1105955
Period :	December - 2022

Date	Activity	Quantity	Rate	Amount
12/31/2022	Platform/ Service : Managed Services FTE - Recurring Lease Administration & Finance & Accounting Services Total Hrs Pluris Property - 86 - 39% Total Hrs Stockdale Property - 136 - 61% Sr. No. / Stockdale Property - Hours - Amount (\$) 1 / bryan - 1 - 19 2 / davis - 2 - 48 3 / Knox - 16 - 336 4 / Kpv - 23 - 472 5 / Lln - 1 - 16 6 / Lovers - 2 - 37 7 / Npark - 6 - 124 8 / Pcnw - 5 - 104 9 / Pfc - 1 - 23 10 / Pfsc - 61 - 1244 11 / ppl - 2 - 31 12 / Shops - 16 - 321	1	4,515.00	4,515.00T
12/31/2022	Postages and Handling fees for December 2022	1	23.83	23.83T

Total	4,538.83
Sales Tax	0.00
Payment	
Balance Due	USD 4,538.83

Payable	Payee	Date	Invoice#	Amount
33041	Annet Technologies (USA), Inc.(ret)	01/17/2023	18659	19.00
33049	Annet Technologies (USA), Inc.(ret)	01/17/2023	18659	48.00
33050	Annet Technologies (USA), Inc.(ret)	01/17/2023	18659	336.00
33051	Annet Technologies (USA), Inc.(ret)	01/17/2023	18659	472.00
33052	Annet Technologies (USA), Inc.(ret)	01/17/2023	18659	16.00
33053	Annet Technologies (USA), Inc.(ret)	01/17/2023	18659	37.00
33054	Annet Technologies (USA), Inc.(ret)	01/17/2023	18659	124.00
33055	Annet Technologies (USA), Inc.(ret)	01/17/2023	18659	104.00
33056	Annet Technologies (USA), Inc.(ret)	01/17/2023	18659	23.00
33057	Annet Technologies (USA), Inc.(ret)	01/17/2023	18659	1,244.00
33058	Annet Technologies (USA), Inc.(ret)	01/17/2023	18659	31.00
33059	Annet Technologies (USA), Inc.(ret)	01/17/2023	18659	321.00
33060	Annet Technologies (USA), Inc.(ret)	01/17/2023	18659	1,763.83

Property = phol pmg

General Ledger

Period = Jan 2022-Dec 2022

Book = Accrual, Elimination ; Tree = qb_is

Sort On = Date

Property	Property Name	Date	Period	Person/Description	Control	Reference	Debit	Credit	Balance	Remarks
675.101				675.10 - Travel					0.00	= Beginning Balance =
phol	Pluris Holdings	1/24/2022	01-2022	Maurice Gallarda (mgd)	P-22827	01.24.2022 p	19.00	0.00	19.00	Inflight internet
phol	Pluris Holdings	1/24/2022	01-2022	Maurice Gallarda (mgd)	P-22827	01.24.2022 p	1,695.20	0.00	1,714.20	NARUC Winter Conference DC - Airfare
phol	Pluris Holdings	1/31/2022	01-2022		J-33010	AMEX	30.19	0.00	1,744.39	Lunch - Dallas
phol	Pluris Holdings	1/31/2022	01-2022		J-33010	AMEX	327.46	0.00	2,071.85	Texas Christmas Party
phol	Pluris Holdings	1/31/2022	01-2022		J-33010	AMEX	1,433.63	0.00	3,505.48	Texas Christmas Party
phol	Pluris Holdings	1/31/2022	01-2022		J-33010	AMEX	11.39	0.00	3,516.87	Lunch - Marshville
phol	Pluris Holdings	3/7/2022	03-2022	Maurice Gallarda (mgd)	P-24023	03.07.2022 p	5,661.61	0.00	9,178.48	Marshville expenses
phol	Pluris Holdings	4/30/2022	04-2022		J-34195	AMEX	308.92	0.00	9,487.40	Travel
phol	Pluris Holdings	4/30/2022	04-2022		J-34195	AMEX	20.57	0.00	9,507.97	Travel
phol	Pluris Holdings	6/5/2022	07-2022	Miguel Garcia (mg)	P-27433	06.05.2022	179.47	0.00	9,687.44	Travel & Meal expense
phol	Pluris Holdings	6/30/2022	06-2022		J-35069	AMEX recl	302.79	0.00	9,990.23	NC Rental Car
phol	Pluris Holdings	6/30/2022	06-2022		J-35069	AMEX recl	302.80	0.00	10,293.03	NC hotel - 5/13
phol	Pluris Holdings	6/30/2022	06-2022		J-35069	AMEX recl	0.00	30.00	10,263.03	NC hotel - 5/13 parking refund
phol	Pluris Holdings	6/30/2022	06-2022		J-35069	AMEX recl	170.63	0.00	10,433.66	NC hotel 5/12
phol	Pluris Holdings	6/30/2022	06-2022		J-35069	AMEX recl	452.09	0.00	10,885.75	NC hotel 5/10-11
phol	Pluris Holdings	6/30/2022	06-2022		J-35069	AMEX recl	28.26	0.00	10,914.01	dinner 5/12
phol	Pluris Holdings	6/30/2022	06-2022		J-35069	AMEX recl	4.26	0.00	10,918.27	water/coffee
phol	Pluris Holdings	6/30/2022	06-2022		J-35069	AMEX recl	6.73	0.00	10,925.00	dinner 5/10
phol	Pluris Holdings	6/30/2022	06-2022		J-35069	AMEX recl	22.56	0.00	10,947.56	lunch 5/11
phol	Pluris Holdings	6/30/2022	06-2022		J-35069	AMEX recl	57.15	0.00	11,004.71	dinner 5/11
phol	Pluris Holdings	6/30/2022	06-2022		J-35069	AMEX recl	379.00	0.00	11,383.71	Toll Road
phol	Pluris Holdings	6/30/2022	06-2022		J-35069	AMEX recl	533.19	0.00	11,916.90	Flight to NC
phol	Pluris Holdings	6/30/2022	06-2022		J-35069	AMEX recl	19.00	0.00	11,935.90	Travel Internet
phol	Pluris Holdings	8/31/2022	08-2022		J-36367	AMEX recl	272.40	0.00	12,208.30	Hotel
phol	Pluris Holdings	8/31/2022	08-2022		J-36367	AMEX recl	163.90	0.00	12,372.20	Hotel
pmg	Pluris Management Grou	9/22/2022	09-2022	Daniel Winters (dan)	P-29515	09.22.2022	2,167.96	0.00	14,540.16	Airfare to Wilmington , Hotel, Airpot meal & Parking
pmg	Pluris Management Grou	9/30/2022	09-2022		J-36883	AMEX recl	68.61	0.00	14,608.77	NC Flight for meeting with Dan
pmg	Pluris Management Grou	9/30/2022	09-2022		J-36883	AMEX recl	709.20	0.00	15,317.97	NC Flight for meeting with Dan
pmg	Pluris Management Grou	9/30/2022	09-2022		J-36883	AMEX recl	50.85	0.00	15,368.82	NC Flight for meeting with Dan
pmg	Pluris Management Grou	10/28/2022	10-2022		J-37222		0.00	620.66	14,748.16	American Airlines flight reimbursement - TD
pmg	Pluris Management Grou	10/31/2022	10-2022		J-37460	AMEX recl	0.00	208.00	14,540.16	NC Flight refund
pmg	Pluris Management Grou	10/31/2022	10-2022		J-37460	AMEX recl	15.00	0.00	14,555.16	New AMEX card
pmg	Pluris Management Grou	11/30/2022	11-2022		J-38350	AMEX recl	335.70	0.00	14,890.86	Hotel
pmg	Pluris Management Grou	12/30/2022	12-2022		J-38575	AMEX recl	113.85	0.00	15,004.71	Hotel - Travel Expense
Net Change=15,004.71							15,863.37	858.66	15,004.71	= Ending Balance =



Citi® / AAdvantage® Executive World Elite™ MasterCard®-1756

Current Balance	Last Statement Balance
 Total Available Miles: 21,926	

Transactions

#1	Jan 20, 2022	Viasat In-Flight Wi-Fi Carlsbad CA	\$19.00
----	--------------	------------------------------------	---------

Date	Description	Amount	Running Balance
------	-------------	--------	-----------------

#2	Jan 14, 2022	AMERICAN0012324768439 8004337300 TX	\$1,695.20
		Eligible for Citi® Flex Pay	

Transaction Date	Transaction Reference No.	Transaction Amount USD	Transaction Description 1			Transaction Description 2		
12/07/2021	0001088100000	11.39	BURGER KING #4114 04 LAURINBURG	NC	REF# 010881	910-276-5487	12/07/21	
12/06/2021	0043470006000	1,433.63	HIGHLAND DALLAS HIGH DALLAS	TX	FOL# 317587	HILTON HOTELS 12/06/21		
12/05/2021	3972298030000	327.46	BUDGET RENT A CAR DALLAS	TX	R/A# 397229803	AUTOMOBILE RE 12/05/21		
12/03/2021	0091100111000	30.19	JASON'S DELI MCK 008 DALLAS	TX	REF# 91100111	409-838-1976	12/03/21	

Transaction Date	Transaction Reference No.	Transaction Amount USD	Transaction Description 1			Transaction Description 2		
12/07/2021	0001088100000	11.39	BURGER KING #4114 04 LAURINBURG	NC	REF# 010881	910-276-5487	12/07/21	
12/06/2021	0043470006000	1,433.63	HIGHLAND DALLAS HIGH DALLAS	TX	FOL# 317587	HILTON HOTELS 12/06/21		
12/05/2021	3972298030000	327.46	BUDGET RENT A CAR DALLAS	TX	R/A# 397229803	AUTOMOBILE RE 12/05/21		
12/03/2021	0091100111000	30.19	JASON'S DELI MCK 008 DALLAS	TX	REF# 91100111	409-838-1976	12/03/21	

Transaction Date	Transaction Reference No.	Transaction Amount USD	Transaction Description 1			Transaction Description 2		
12/07/2021	0001088100000	11.39	BURGER KING #4114 04 LAURINBURG	NC	REF# 010881	910-276-5487	12/07/21	
12/06/2021	0043470006000	1,433.63	HIGHLAND DALLAS HIGH DALLAS	TX	FOL# 317587	HILTON HOTELS 12/06/21		
12/05/2021	3972298030000	327.46	BUDGET RENT A CAR DALLAS	TX	R/A# 397229803	AUTOMOBILE RE 12/05/21		
12/03/2021	0091100111000	30.19	JASON'S DELI MCK 008 DALLAS	TX	REF# 91100111	409-838-1976	12/03/21	

Transaction Date	Transaction Reference No.	Transaction Amount USD	Transaction Description 1			Transaction Description 2		
12/07/2021	0001088100000	11.39	BURGER KING #4114 04 LAURINBURG	NC	REF# 010881	910-276-5487	12/07/21	
12/06/2021	0043470006000	1,433.63	HIGHLAND DALLAS HIGH DALLAS	TX	FOL# 317587	HILTON HOTELS 12/06/21		
12/05/2021	3972298030000	327.46	BUDGET RENT A CAR DALLAS	TX	R/A# 397229803	AUTOMOBILE RE 12/05/21		
12/03/2021	0091100111000	30.19	JASON'S DELI MCK 008 DALLAS	TX	REF# 91100111	409-838-1976	12/03/21	

Order confirmation

Done

ITEMS

Uber Technologies, Inc

\$20.97

ORDERED ON

Tue Feb 15, 6:01pm

PAID WITH

PayPal

SUMMARY

Subtotal	\$20.97
Delivery	\$0.00
Estimated tax	\$0.00
Total	\$20.97

	Date	Description	Amount
#1	Mar 03, 2022	<u>AMERICAN0012410179198 8004337300 TX</u> Eligible for Citi® Flex Pay	\$1,324.20
#2	Mar 02, 2022	CITY CAB OF ORL ORLANDO FL Eligible for Citi® Flex Pay	\$85.60
#3	Mar 02, 2022	Viasat In-Flight Wi-Fi Carlsbad CA	\$19.00
#4	Mar 01, 2022	CHRISTNER'S PRIME STEA ORLANDO FL Eligible for Citi® Flex Pay	\$226.79



Citi® / AAdvantage® Executive World Elite™ MasterCard®-1756

	Date	Description	Amount
#5	Feb 28, 2022	Viasat In-Flight Wi-Fi Carlsbad CA	\$19.00
#6	Feb 28, 2022	ANTONIO S RESTAURANT MAITLAND FL	\$20.98
#7	Feb 28, 2022	<u>CITY CAB OF ORL ORLANDO FL</u>	\$73.63
#8	Feb 16, 2022	Viasat In-Flight Wi-Fi Carlsbad CA	\$19.00

Date	Description	Amount
#9	Feb 16, 2022 STARBUCKS 800-782-7282 800-782-7282 WA	\$7.04
#10	Feb 16, 2022 SQ *UVC Arlington VA	\$25.92
#13	Feb 15, 2022 STARBUCKS 800-782-7282 800-782-7282 WA	\$22.17
#14	Feb 15, 2022 SQ *UVC WASHINGTON DC	\$38.00
#15	Feb 15, 2022 MARTINS TAVERN WASHINGTON DC Eligible for Citi® Flex Pay	\$161.18
#16	Feb 14, 2022 STARBUCKS STORE 49899 WASHINGTON DC	\$9.90
#17	Feb 14, 2022 SQ *UVC Washington DC	\$32.86
#18	Feb 14, 2022 GANNETT NEWSRPR SE 8888710788 IN	\$5.24
#19	Feb 14, 2022 TAXI SVC ALEXANDRIA ALEXANDRIA VA	\$43.33
#20	Feb 14, 2022 CHART HOUSE ALEXANDRIA ALEXANDRIA VA Eligible for Citi® Flex Pay	\$235.58
#21	Feb 13, 2022 Viasat In-Flight Wi-Fi Carlsbad CA	\$19.00
#22	Feb 13, 2022 SQ *FNR CAB COMPANY DC Washington DC	\$25.00
#23	Feb 13, 2022 ZTRIP DULLES VA Eligible for Citi® Flex Pay	\$100.00

Date	Description	Amount
------	-------------	--------

#24	Feb 13, 2022	RENAISSANCE DC DNTOWN 866-435-7527 DC PHONE NUMBER: 8664357627 FOLIO NUMBER: M04916 ARRIVE: 02/13/2022 DEPART:02/13/2022	\$1,183.68
Eligible for Citi® Flex Pay			

#26	Feb 09, 2022	SHERATON ORLANDO NORTH MAITLAND FL PHONE NUMBER: 8004307161 FOLIO NUMBER: 935653 ARRIVE: 02/28/2022 DEPART:02/09/2022	\$456.25
Eligible for Citi® Flex Pay			

#27	Feb 07, 2022	AMERICAN0012330901892 8004337300 TXNAME: MAURICE GALLARDA DEPART:02/28/2022 DFW TO MCO: AA: CLASS:B : STOP: X MCO TO DFW: AA: CLASS:B : STOP: X	\$1,289.21
Eligible for Citi® Flex Pay			

Date	Description	Amount
------	-------------	--------

#30	Jan 23, 2022 Viasat In-Flight Wi-Fi Carlsbad CA	\$19.00
-----	---	---------

#31	Jan 23, 2022 PARKING CONCEPTS INC L DFW DALLAS TX	\$147.22
-----	---	----------

From: Uber Receipts <noreply@uber.com>
Sent: Wednesday, February 16, 2022 3:57 PM
To: mgallarda@plurisusa.com
Subject: Your Wednesday afternoon trip with Uber

Total **\$31.86**

February 16, 2022

Total \$31.86

Payments

PayPal - mgallarda@gmail.com

2/16/22 3:56 PM

\$31.86

A temporary hold of \$31.17 was placed on your payment method PayPal - mgallarda@gmail.com. This is not a charge and will be removed. It should disappear from your bank statement shortly. [Learn More](#)

You rode with Alexander

4.99 Rating Has passed a multi-step safety screen

Drivers are critical to communities right now. Say thanks with a tip.

When you ride with Uber, your trips are insured in case of a covered accident.

[Learn more >](#)

03/01/22

HILTON DALLAS PARK C DALLAS TX
FOL# 828388 HILTON HOTELS 03/01/22
ARRIVAL DATE DEPARTURE DATE
02/27/22 02/28/22 00
ROC NUMBER 828388

08348700300

308.92

03/01/22	HILTON DALLAS PARK C DALLAS	TX	08348704500	20.57
	FOL# 828388	HILTON HOTELS 03/01/22		
	ARRIVAL DATE	DEPARTURE DATE		
	02/27/22	02/28/22	00	
	ROC NUMBER 828388			

Hudson

Dallas/Fort Worth International Airport
2400 Aviation Dr,
DFW Airport, TX 75261
Hudson/Dunkin
PC# 350269

***** REPRINT *****

SALE TRANSACTION

3568353 SMART WATER 1 LIT \$4.25

Items in Transaction: 1
Balance to pay \$4.25
VISA \$4.25

TYPE: Sale
ACCT: VISA INSERTED
VISA CREDIT

CFRD # *****4324 EXP **/**
DATE/TIME: 05/10/2022 16:43:46
REF # AUTH # RESP 00
010742 08793C ISO
AID: A000000031010
TSI: 6800 ARC: 00 CUR: 0840
TVR: 8080008000
AFP: VISA CREDIT
IFD: 06011203A0A000

Total USDC 4.25

Approved

No Signature Required

I agree to pay the above total amount according to the card issuer agreement (merchant agreement if credit voucher)

CUSTOMER COPY

Pilot

STORE 6996
2574 W NC Highway 24
Warsaw, NC 28398
(910) 293-7070
05/10/2022

SALE
Transaction #: 5243420

Qty Name	Price	Total
1 Iced Coffee Med	2.49	2.49
1 LtrDeerParkSpringWtr	2.29	1.75
1 Non-Carbonated Water	0.00	0.00
RSM 1L 2/\$3.50	-0.54	
1 LtrDeerParkSpringWtr	2.29	1.75
1 Non-Carbonated Water	0.00	0.00
RSM 1L 2/\$3.50	-0.54	
Subtotal		5.99
Sales Tax		0.24
Sales Tax		0.17
Sales Tax		0.07
Total		6.23

Received:
Debit Card
XXXXXXXXXX5376 INSERTED 6.23
APPROVED
Auth #: 467920

TYPE: PURCHASE
US DEBIT (C)
AID: A000000980840
TVR: 8000048000
IAD: 06011203A08000
TSI: 6800
ARC: Z3

IMPORTANT - Retain this copy for your records.

CUSTOMER #ORIGINAL

***** PROMO/COMBO SAVINGS: 1.00*****



699605243420
Pos 5 Clerk:466 05/10/2022 22:49:58
ORIGINAL RECEIPT

Drive Thru

Bojangles'
Store #001283
1194 Cedar Point Blvd
Cedar Point, NC 28584
(252)764-2456

5/12/2022 2:44:46 PM
Cashier: JaTaya
Check: 322169

1 Supreme Salad	5.19
(1) Ranch Dressing	
SubTotal	5.19
Tax	0.35
GRAND TOTAL	5.54

General comments or suggestions?
Call Customer Support at 1-888-347-5460

Parent Item Count 1
All Item Count 1

Tide to Table

View check and pay now
Scan with phone camera to pay








Server: Jenna D
Check #11 Table 31
Ordered: 5/13/22 1:29 PM

Unsweetened Tea	\$2.50
Low Tide Tower	\$24.00
Cup House Gumbo	\$6.00
Subtotal	\$32.50
Tax	\$2.28
Total	\$34.78

"The Napa Valley of Oysters"
Tidewater Oyster Bar
8211 Market St.
(910) 319-7500

4

Stanbury
938 N Blount St
Raleigh, NC 27604
919-977-4321

Server: Jenna D
Check #96
Ordered: 5/13/22 10:00 PM

French Quarter a la Stanbury \$13.00

Crudo	\$17.00
Octopus	\$16.00
Sausage	\$16.00
Lamb	\$18.00
Coppa	\$16.00
Sticky Toffee	\$12.00

Optional Kitchen Gratuity.
Please let us know if you would like this removed.
(2.00%) \$2.34

Subtotal	\$110.34
Tax	\$8.90
Total	\$119.24

\$98.90

sunshine always follows rain

with love,
the Stanbury family

5

The Juice Bar

The Juice Bar 05/13/2022 02:01 PM
#0 9668887

Levy Sartorius

# Item	Price
1 4 oz Bottle Turmeric Tonic	5.50
2 Purple Haze	19.00
1 Whey Protein	1.50
1 Vegan Plant Protein	1.50
Subtotal	27.50
Tax	2.27
Total	\$29.77

Number of credit items 5

Payment	Amount
Credit Card	29.77
Total paid	29.77

	Net	Tax	Gross
\$29.77	27.50	2.27	29.77
Tax total:	27.50	2.27	29.77

Card information

Card holder: GARCAMIGUEL ANGEL

Card number: *****524

Card type: visa

Result: APPROVED

KuhCode: 040220

Transaction n: 440685419

ADI: ACC0000031010

Application label: VISA CREDIT

Cryptogram type: TC

Cryptogram: 2708E85F524E1144

Amount 29.77

Tip: _____

Total: _____

Thank you!

Questions or Comments?

Tom Hennings
tom@dallasjuicebar.com
214-244-3270

The Juice Bar
Highland Park Village 06
75206 Dallas
(930) 914-5551

6

05/19/22 NATIONAL CAR R018115 MORRISVILLE NC 02338482200 302.79
R/A# 234995857 NATIONAL CAR 05/18/22
NATIONAL CAR R018115 06020018115
LOCATION DATE/TIME
RENTAL AGREEMENT
MORRISVILLE NC 05/11/22 023384822
000000
RETURN TR#
MORRISVILLE NC 05/15/22
MIGUEL GARCIA

05/15/22 RALEIGH MARRIOTT CIT RALEIGH NC 7211000000 302.80
FOL# 7211 LODGING 05/15/22
ARRIVAL DATE DEPARTURE DATE
05/13/22 05/14/22 00
ROOM RATE \$302.80
ROC NUMBER 7211

05/15/22	RALEIGH MARRIOTT CIT RALEIGH	NC	72110000000	-30.00
	FOL# 7211	LODGING	05/15/22	Credit
	ARRIVAL DATE DEPARTURE DATE			
	05/13/22 05/14/22 00			
	ROOM RATE	\$30.00		
	ROC NUMBER 7211			

05/14/22	COURTYARD 1YS	WILMINGTON	NC	13050009000	170.63
	FOL# 000013050009	LODGING	05/13/22		
	ARRIVAL DATE	DEPARTURE DATE			
	05/12/22	05/13/22	00		
	ROC NUMBER 000013050009				

05/13/22	HAMPTON INN	SNEADS F	SNEADS FERRY	NC	452.09
	FOL# 101556		HAMPTON INNS	05/12/22	
	ARRIVAL DATE	DEPARTURE DATE			
	05/10/22	05/12/22	00		
	ROOM RATE			\$452.09	
	ROC NUMBER	101556			

05/13/22

MIGHT AS WELL 021770 WILMINGTON NC
730110021 0000484130 28403 05/12/22
ROC NUMBER 7301100213324860

73011002133

28.26

05/13/22	EXXONMOBIL 4228	HUBERT	NC	00744467000	4.26
	00744467 01170445	28539	05/12/22		
	400				
	431				
	ROC NUMBER 00744467	TAX	\$0.28		

05/12/22	MCDONALD'S F27866	00	SNEADS FERRY	NC	00010919300	6.73
	REF# 000109193		9103272695	05/11/22		

05/11/22	RIVERVIEW CAFE 0001 SNEADS FERRY	NC	00028077000	22.56
	REF# 00028077 910-327-2011	05/11/22		
	GENERAL MERCH			
	ROC NUMBER 00028077			

05/12/22

SPLASH BY THE SEA 46 N TOPSAIL BCH NC
REF# 73011002132 WILL@AFTONTAVERN 05/11/22

73011002132

57.15

05/08/22 NTTA AUTOCHARGE 972-818-6882 TX 15766855100 379.00
REF# 157668551 TOLL FEES 05/08/22

05/05/22

AMERICAN AIRLINES 800-433-7300 TX
TKT# 0012425396885 AMERICAN AIR 05/04/22
PASSENGER TICKET
GARCIA/MIGUEL AMERICAN AIRLINES
AMERICAN AIRLINES 800-433-7300 TX
FROM

20220505000

533.19

DALLAS/FT WORTH TX
TO CARRIER CLASS
RALEIGH NC AA V
TO
DALLAS/FT WORTH TX AA G
TO
UNAVAILABLE YY 00
TO
UNAVAILABLE YY 00

05/01/22 VIASAT IN-FLIGHT WI- CARLSBAD US
REF# 000000A1H5V COMPUTER NETWORK 05/01/22

19.00

07/15/22	HAMPTON INN	SNEADS F	SNEADS FERRY	NC	272.40
	FOL# 103952		HAMPTON INNS	07/14/22	
	ARRIVAL DATE	DEPARTURE DATE			
	07/13/22	07/14/22	00		
	ROOMRATE			\$272.40	
	ROC NUMBER 103952				

07/11/22	HAMPTON INN SNEADS F SNEADS FERRY	NC	163.90
	FOL# 103356	HAMPTON INNS 07/10/22	
	ARRIVAL DATE DEPARTURE DATE		
	07/09/22 07/10/22 00		
	ROOM RATE	\$163.90	
	ROC NUMBER 103356		

Transaction Details Platinum Card® / Aug 01, 2022 to Sep 22, 2022

Prepared for

DANIEL WINTERS

Account Number

XXXX-XXXXX-12003

Date	Description	Card Member	Account #	Amount	Extended Details
08/19/2022	AMERICAN EXPRESS TRASEATTLE WA	DANIEL WINTERS	-12003	551.69	082409 AIRLINE/AIR CARRIERPASSENGER TICKET#
08/19/2022	AMEXTRAVEL.COM 800-297-2977 WA	DANIEL WINTERS	-12003	683.31	HIB2ZNY9Z 0 28460DANIEL WINTERSHAMP1
09/14/2022	AUNTIE ANNE'S DFW DALLAS TX	DANIEL WINTERS	-12003	9.74	FAST FOOD RESTAURANTAUNTIE ANNE'S DFWDALLA
09/14/2022	STARBUCKS GATE A20 DDALLAS TX	DANIEL WINTERS	-12003	14.40	186015 186015 75261STARBUCKS GATE A20 I
09/14/2022	VIASAT IN-FLIGHT WI-CARLSBAD	DANIEL WINTERS	-12003	19.00	#####1zEQ COMPUTER NETWORK/INFOVIASAT IN-
09/14/2022	CAROLINA PARKING 868WILMINGTON NC	DANIEL WINTERS	-12003	17.12	73011862258 HELPDESK@UNIFIEDPARKINGHELPDESK@
09/14/2022	TST* COPPER PENNY-WIWILMINGTON NC	DANIEL WINTERS	-12003	61.83	21105172258 RESTAURANTTST* COPPER PENNY-WIL
09/15/2022	RIVERVIEW CAFE 0001SNEADS FERRY NC	DANIEL WINTERS	-12003	57.69	00035456 910-327-2011RIVERVIEW CAFE 0001SNE
09/16/2022	FOOD LION #0401 SNEADS FERRY NC	DANIEL WINTERS	-12003	61.36	869997 GROCERY STOREFOOD LION #0401SNEAD
09/16/2022	NAPOLI CAFE SNEADS FERRY NC	DANIEL WINTERS	-12003	13.66	85179242261910-327-1210NAPOLI CAFE SNEADS FER
09/16/2022	SPLASH BY THE SEA 46N TOPSAIL BCH NC	DANIEL WINTERS	-12003	59.94	73011002261 WILL@AFTONTAVERN.COMSPLASH BY
09/17/2022	TST* BRIXX PIZZA - WWILMINGTON NC	DANIEL WINTERS	-12003	38.31	myoFJGCOK00 9102569677TST* BRIXX PIZZA - WILMI
09/17/2022	CIRCLE K # 09202/CIRWILMINGTON NC	DANIEL WINTERS	-12003	29.04	CONVENIENCE STORECIRCLE K # 09202/CIRCLE KWILM
09/17/2022	ENTERPRISE RENT-A-CAWILMINGTON NC	DANIEL WINTERS	-12003	377.67	R/A# 951512186 910-2549503ENTERPRISE RENT-A-C
09/18/2022	PCI L476 DALLAS FORTDALLAS TX	DANIEL WINTERS	-12003	173.20	10156320220 9725742400PCI L476 DALLAS FORT WC

Total = \$2,167.96

08/23/22	AMERICAN AIRLINES	800-433-7300	TX	20220823000	68.61
	TKT# 0010610669644	AMERICAN AIR	08/22/22		
	ADDITIONAL COLLECTION				
	DAVIDSON/ TIFFANY	AMERICAN AIRLINES			
	AMERICAN AIRLINES	800-433-7300	TX		
	FROM				
	UNAVAILABLE				
	TO	CARRIER	CLASS		
	UNAVAILABLE	AA	00		
	TO				
	UNAVAILABLE	YY	00		
	TO				
	UNAVAILABLE	YY	00		
	TO				
	UNAVAILABLE	YY	00		

08/19/22

American Airlines FT WORTH TX
TKT# 0012331284171 AMERICAN AIR 08/19/22
PASSENGER TICKET
DAVIDSON/ TIFFANY American Airlines
American Airlines FT WORTH TX

20220819000

709.20

FROM
DALLAS/FT WORTH TX
TO CARRIER CLASS
WILMINGTON NC AA N
TO
DALLAS/FT WORTH TX AA N
TO
UNAVAILABLE YY 00
TO
UNAVAILABLE YY 00

08/20/22

ALLIANZ TRAVEL INS RICHMOND
REF# JZBEN7XK 8006285404

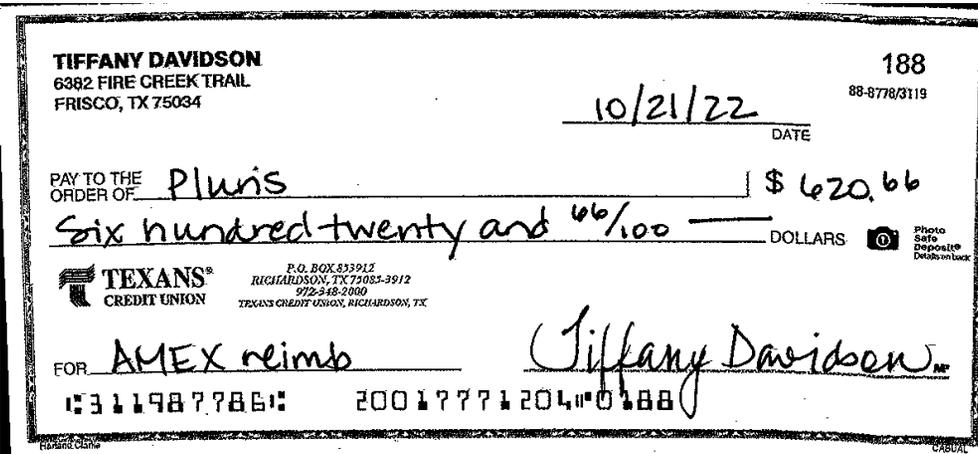
VA
08/19/22

50.85



Print Images

Account Number: Pluris MgmtGroup LLC
Posted Date: 10/28/2022
Deposit Amount: \$696.91
Description: POD - Credit/Deposit



09/13/22	AMERICAN AIRLINES TKT# 0012331284171 PASSENGER TICKET DAVIDSON/TIFFANY AMERICAN AIRLINES FROM UNAVAILABLE TO UNAVAILABLE TO UNAVAILABLE TO UNAVAILABLE TO UNAVAILABLE	800-433-7300 AMERICAN AIR AMERICAN AIRLINES 800-433-7300 CARRIER CLASS YY 00 YY 00 YY 00 YY 00 YY 00	TX 09/12/22 TX	20220913000	-208.00 Credit
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09/20/22 RUSH CARD SERVICE CHARGE

15.00

10/21/22 HAMPTON INN SNEADS F SNEADS FERRY NC
FOL# 00862029 HAMPTON INNS 10/20/22
ARRIVAL DATE DEPARTURE DATE
10/17/22 10/20/22 00
ROOM RATE \$335.70
ROC NUMBER 00862029

335.70

11/23/22 HAMPTON INN SNEADS F SNEADS FERRY NC
FOL# 00969931 HAMPTON INNS 11/22/22
ARRIVAL DATE DEPARTURE DATE
11/21/22 11/22/22 00
ROOM RATE \$113.85
ROC NUMBER 00969931

113.85

Property = phol pmg
General Ledger
 Period = Jan 2022-Dec 2022
 Book = Accrual,Elimination ; Tree = qb_is
 Sort On = Date

Property	Property Name	Date	Period	Person/Description	Control	Reference	Debit	Credit	Balance	Remarks
675.110				675.11 - Meals & Entertainment					0.00 = Beginning Balance =	
phol	Pluris Holdings	1/31/2022	01-2022		J-33010	AMEX	48.62	0.00	48.62	Office meal
phol	Pluris Holdings	1/31/2022	01-2022		J-33010	AMEX	56.78	0.00	105.40	Office meal
phol	Pluris Holdings	1/31/2022	01-2022		J-33010	AMEX	2,681.95	0.00	2,787.35	Christmas Party
phol	Pluris Holdings	1/31/2022	01-2022		J-33010	AMEX	3,405.08	0.00	6,192.43	Christmas Party
phol	Pluris Holdings	2/28/2022	02-2022		J-33013	AMEX	50.39	0.00	6,242.82	Meals
phol	Pluris Holdings	2/28/2022	02-2022		J-33013	AMEX	33.62	0.00	6,276.44	Meals
phol	Pluris Holdings	2/28/2022	02-2022		J-33013	AMEX	35.57	0.00	6,312.01	Lunch w\ KPratt
phol	Pluris Holdings	3/7/2022	02-2022	Robert W. Kaylor, P.A. (robkay)	P-23869	03072022	122.00	0.00	6,434.01	NARUC Winter Meeting dinner 2022
phol	Pluris Holdings	3/31/2022	03-2022		J-33014	AMEX	102.20	0.00	6,536.21	Office meals
phol	Pluris Holdings	3/31/2022	03-2022		J-33014	AMEX	59.07	0.00	6,595.28	Office meals
phol	Pluris Holdings	3/31/2022	03-2022		J-33014	AMEX	32.51	0.00	6,627.79	Lunch w\ KPratt
phol	Pluris Holdings	4/6/2022	04-2022	Maurice Gallarda (mgd)	P-24735	04.06.2022 p	29.23	0.00	6,657.02	PHOL Expense- Lunch - Self and Theresa and Amanda
phol	Pluris Holdings	4/30/2022	04-2022		J-34195	AMEX	95.79	0.00	6,752.81	Office meal
phol	Pluris Holdings	4/30/2022	04-2022		J-34195	AMEX	33.77	0.00	6,786.58	Office meal
phol	Pluris Holdings	4/30/2022	04-2022		J-34195	AMEX	30.56	0.00	6,817.14	Office meal
phol	Pluris Holdings	5/16/2022	05-2022	Beverly Yopp (bev)	P-25908	05.16.2022	110.00	0.00	6,927.14	Office Lunch- BBQ Benefit Dinner
phol	Pluris Holdings	5/31/2022	05-2022		J-34196	AMEX	109.62	0.00	7,036.76	Office meal
phol	Pluris Holdings	5/31/2022	05-2022		J-34196	AMEX	104.06	0.00	7,140.82	Office meal
phol	Pluris Holdings	6/14/2022	06-2022	Maurice Gallarda (mgd)	P-26776	06.14.2022 p	79.80	0.00	7,220.62	Breakfast for Call Center Staff
phol	Pluris Holdings	6/14/2022	06-2022	Maurice Gallarda (mgd)	P-26776	06.14.2022 p	16.07	0.00	7,236.69	Lunch
phol	Pluris Holdings	6/30/2022	06-2022		J-35069	AMEX recl	58.61	0.00	7,295.30	Mesero - T. Davidson/M. Ohl new hire lunch
phol	Pluris Holdings	6/30/2022	06-2022		J-35069	AMEX recl	48.67	0.00	7,343.97	Meals
phol	Pluris Holdings	6/30/2022	06-2022		J-35069	AMEX recl	108.79	0.00	7,452.76	Office meal
phol	Pluris Holdings	6/30/2022	06-2022		J-35069	AMEX recl	122.82	0.00	7,575.58	Office meal
phol	Pluris Holdings	6/30/2022	06-2022		J-35069	AMEX recl	265.61	0.00	7,841.19	Office meal - NC staff Cintas AED, CPR, First Aid training
phol	Pluris Holdings	7/31/2022	07-2022		J-35764	AMEX recl	77.49	0.00	7,918.68	Office meal
phol	Pluris Holdings	7/31/2022	07-2022		J-35764	AMEX recl	116.56	0.00	8,035.24	Office meal
phol	Pluris Holdings	8/31/2022	08-2022		J-36367	AMEX recl	2.00	0.00	8,037.24	Meal with Jed at Green Brick
phol	Pluris Holdings	8/31/2022	08-2022		J-36367	AMEX recl	119.59	0.00	8,156.83	Meal with accounting group
phol	Pluris Holdings	8/31/2022	08-2022		J-36367	AMEX recl	500.00	0.00	8,656.83	Christmas Party Room Deposit
phol	Pluris Holdings	8/31/2022	08-2022		J-36367	AMEX recl	44.66	0.00	8,701.49	Office meal
phol	Pluris Holdings	8/31/2022	08-2022		J-36367	AMEX recl	102.30	0.00	8,803.79	Office meal
phol	Pluris Holdings	9/20/2022	09-2022	Maurice Gallarda (mgd)	P-29501	09.20.2022 p	11.90	0.00	8,815.69	Lunch
pmg	Pluris Management Gro	9/30/2022	09-2022		J-36883	AMEX recl	44.25	0.00	8,859.94	Office meal
pmg	Pluris Management Gro	9/30/2022	09-2022		J-36883	AMEX recl	21.87	0.00	8,881.81	Office meal
pmg	Pluris Management Gro	9/30/2022	09-2022		J-36883	AMEX recl	88.52	0.00	8,970.33	Office meal
pmg	Pluris Management Gro	9/30/2022	09-2022		J-36883	AMEX recl	95.65	0.00	9,065.98	Office meal
pmg	Pluris Management Gro	10/31/2022	10-2022		J-37460	AMEX recl	7.04	0.00	9,073.02	Lunch
pmg	Pluris Management Gro	10/31/2022	10-2022		J-37460	AMEX recl	32.69	0.00	9,105.71	Office meals
pmg	Pluris Management Gro	10/31/2022	10-2022		J-37460	AMEX recl	68.88	0.00	9,174.59	Office meals
pmg	Pluris Management Gro	11/30/2022	11-2022		J-38350	AMEX recl	7.04	0.00	9,181.63	Meal

Property = phol pmg
General Ledger
 Period = Jan 2022-Dec 2022
 Book = Accrual,Elimination ; Tree = qb_is
 Sort On = Date

Property	Property Name	Date	Period	Person/Description	Control	Reference	Debit	Credit	Balance	Remarks
pmg	Pluris Management Gro	11/30/2022	11-2022		J-38350	AMEX recl	102.95	0.00	9,284.58	Office supplies
pmg	Pluris Management Gro	11/30/2022	11-2022		J-38350	AMEX recl	89.74	0.00	9,374.32	Office meal
pmg	Pluris Management Gro	12/1/2022	11-2022	Robert W. Kaylor, P.A. (robkay)	P-31641	12.01.2022	60.00	0.00	9,434.32	NARUC DINNER - New Orleans, LA
pmg	Pluris Management Gro	12/16/2022	12-2022	Dallas Country Club (dcc)	P-32569	006010-2	3,745.23	0.00	13,179.55	Office Holiday Party
pmg	Pluris Management Gro	12/21/2022	12-2022	Kenneth W. Pratt (kwp)	P-32246	12.21.2022	900.00	0.00	14,079.55	Christmas Party - Magician Diamond Jim (SMG/PMG 50/50)
pmg	Pluris Management Gro	12/30/2022	12-2022		J-38575	AMEX recl	52.39	0.00	14,131.94	Meals
pmg	Pluris Management Gro	12/30/2022	12-2022		J-38575	AMEX recl	50.53	0.00	14,182.47	Meals
pmg	Pluris Management Gro	12/30/2022	12-2022		J-38575	AMEX recl	22.82	0.00	14,205.29	Meals
pmg	Pluris Management Gro	12/30/2022	12-2022		J-38575	AMEX recl	4.87	0.00	14,210.16	Meals
pmg	Pluris Management Gro	12/30/2022	12-2022		J-38575	AMEX recl	117.85	0.00	14,328.01	office meal
pmg	Pluris Management Gro	12/30/2022	12-2022		J-38575	AMEX recl	84.90	0.00	14,412.91	office meal
Net Change=14,412.91							14,412.91	0.00	14,412.91	= Ending Balance =

Transaction Date	Transaction Reference No.	Transaction Amount USD	Transaction Description 1	Transaction Description 2	Transaction Description 3
12/23/2021	0010156320211	56.78	HWY 55 SNEADS FERRY SNEADS FERRY NC	REF# 10156320211 9103271555 12/23/21	
12/10/2021	0074300018000	48.62	MINERVINIS NY BAGEL SNEADS FERRY NC	REF# 74300018 910-545-6905 12/10/21	2-993300-61062 12/10/21 74300018 862455
12/15/2021	0089103901100	3,405.08	ALOFT WILMINGTON AT WILMINGTON NC	FOL# 10593 ALOFT 12/15/21	3-993300-61070 12/15/21 891039011 129469
12/10/2021	0089103403600	2,681.95	ALOFT WILMINGTON AT WILMINGTON NC	FOL# 10593 ALOFT 12/10/21	3-993300-61070 12/10/21 891034036 161946

Transaction Date	Transaction Reference No.	Transaction Amount USD	Transaction Description 1	Transaction Description 2	Transaction Description 3
12/23/2021	0010156320211	56.78	HWY 55 SNEADS FERRY SNEADS FERRY NC	REF# 10156320211 9103271555 12/23/21	
12/10/2021	0074300018000	48.62	MINERVINIS NY BAGEL SNEADS FERRY NC	REF# 74300018 910-545-6905 12/10/21	2-993300-61062 12/10/21 74300018 862455
12/15/2021	0089103901100	3,405.08	ALOFT WILMINGTON AT WILMINGTON NC	FOL# 10593 ALOFT 12/15/21	3-993300-61070 12/15/21 891039011 129469
12/10/2021	0089103403600	2,681.95	ALOFT WILMINGTON AT WILMINGTON NC	FOL# 10593 ALOFT 12/10/21	3-993300-61070 12/10/21 891034036 161946

Transaction Date	Transaction Reference No.	Transaction Amount USD	Transaction Description 1		Transaction Description 2	Transaction Description 3
12/23/2021	0010156320211	56.78	HWY 55 SNEADS FERRY SNEADS FERRY	NC	REF# 10156320211 9103271555 12/23/21	
12/10/2021	0074300018000	48.62	MINERVINIS NY BAGEL SNEADS FERRY	NC	REF# 74300018 910-545-6905 12/10/21	2-993300-61062 12/10/21 74300018 862455
12/15/2021	0089103901100	3,405.08	ALOFT WILMINGTON AT WILMINGTON	NC	FOL# 10593 ALOFT 12/15/21	3-993300-61070 12/15/21 891039011 129469
12/10/2021	0089103403600	2,681.95	ALOFT WILMINGTON AT WILMINGTON	NC	FOL# 10593 ALOFT 12/10/21	3-993300-61070 12/10/21 891034036 161946

Transaction Date	Transaction Reference No.	Transaction Amount USD	Transaction Description 1		Transaction Description 2	Transaction Description 3
12/23/2021	0010156320211	56.78	HWY 55 SNEADS FERRY SNEADS FERRY	NC	REF# 10156320211 9103271555 12/23/21	
12/10/2021	0074300018000	48.62	MINERVINIS NY BAGEL SNEADS FERRY	NC	REF# 74300018 910-545-6905 12/10/21 2-993300-61062 12/10/21 74300018 862455	
12/15/2021	0089103901100	3,405.08	ALOFT WILMINGTON AT WILMINGTON	NC	FOL# 10593 ALOFT 12/15/21 2-993300-61070 12/15/21 891039011 129469	
12/10/2021	0089103403600	2,681.95	ALOFT WILMINGTON AT WILMINGTON	NC	FOL# 10593 ALOFT 12/10/21 2-993300-61070 12/10/21 891034036 161946	

01/07/22

MINERVINIS NY BAGEL SNEADS FERRY NC
REF# 74800014 910-545-6905 01/07/22
FOOD/BEVERAGE
ROC NUMBER 74800014

74800014000

50.39

01/21/22

NAPOLI CAFE

SNEADS FERRY

NC

85179242021

33.62

REF# 85179242021 910-327-1210

01/21/22

ROC NUMBER 8517924202198000

01/21/22

CKE*BIRD BAKERY SAN SAN ANTONIO TX
REF# 9999992020 2108042473 01/20/22

9999992020

35.57

INVOICE FOR NARUC DINNER, FEBRUARY 13, 2022

WASHINGTON, DC NARUC WINTER MEETING, 2022

AMOUNT DUE: \$122.00

PAYABLE TO: ROBERT W. KAYLOR, P.A.
 353 E. SIX FORKS ROAD, SUITE 260
 RALEIGH, NC 27609

TAX ID #: 56-196-2584

March 7, 2022

02/05/22

MICHAELANGELO'S
REF# 73011002037

PIZZ SNEADS FERRY NC
JSTEELE@EC.RR.CO 02/04/22

73011002037

102.20

02/20/22	NAPOLI CAFE	SNEADS FERRY	NC	85179242051	59.07
	REF# 85179242051	910-327-1210	02/18/22		
	ROC NUMBER 8517924205198000				

01/30/22

POTBELLY #52
852504 20073
ROC NUMBER 852504

DALLAS

75205
TAX

TX
01/28/22

\$2.48

85250400000

32.51

Date	Description	Amount
#26 Mar 10, 2022	SQ *THE BERKSHIRE CAFE Dallas TX	\$29.23

03/05/22

MICHAELANGELO'S PIZZ SNEADS FERRY NC
REF# 73011002065 JSTEELE@EC.RR.CO 03/04/22

73011002065

95.79

03/12/22 TACO BELL 3003037 30 HOLLY RIDGE NC 40746000000 33.77
REF# 40746 216-750-1741 03/11/22
FAST FOOD RESTAURAN
ROC NUMBER 40746

03/25/22

MINERVINIS NY BAGEL SNEADS FERRY NC
REF# 74100007 910-545-6905 03/25/22
FOOD/BEVERAGE
ROC NUMBER 74100007

74100007000

30.56

Benefit Dinner for Bryson Capps

BBQ for BBB

BRING BRYSON BACK



Friday, May 20 • 11:00 AM-2:00 PM

Tar Landing Baptist Church

3884 Richlands Hwy., Jacksonville, NC

(Hwy. 258 & Pony Farm Rd.)



Pick up location: Gary's Auto Sales, Sneads Ferry

--- \$10 per plate ---

BBQ, Cole Slaw, Baked Beans & Hush Puppies

-- TICKETS CAN BE PURCHASED AT --

FIRST BANK (827 New Bridge Street)

SMITH'S AUTO SERVICE (612 Bell Fork Road)

TLC (609 Richlands Hwy. #9)

GARY'S AUTO SALES (2145 NC Hwy 172, Sneads Ferry)

MODERN EXTERMINATING (627 College St., Jacksonville)

Volunteers and Donations, please contact:

Erica Jones at rlecjones@gmail.com or 910-358-7231

Amanda Smith (Smith's Auto) 910-459-2762 • Katie Carper (TLC) 910-340-0651



04/08/22	NAPOLI CAFE	SNEADS FERRY	NC	85179242098	109.62
	REF# 85179242098	910-327-1210	04/08/22		
	ROC NUMBER 8517924209898000				

04/23/22

HOUSE OF BREAKFAST 1 SNEADS FERRY
REF# 31089092112 9107410834

NC

31089092112

04/22/22

104.06



Citi® / AAdvantage® Executive World Elite™ MasterCard®-1756



Transactions

Date	Description	Amount	Running Balance
#1 Jun 14, 2022	PORT CITY JAVA - HAMPS HAMPSTEAD NC	\$79.80	



Citi® / AAdvantage® Executive World Elite™ MasterCard®-1756



Transactions

Date	Description	Amount
#26	May 31, 2022 THE ORIGINAL CHOPSHOP DALLAS TX	\$16.07

05/24/22

MESERO - INWOOD VILL DALLAS

TX

73011542144

58.61

REF# 73011542144 TREY@MESERO.NET 05/23/22

05/26/22	EATZI'S - LOVERS 000 DALLAS	TX	00200008395	48.67
	REF# 00200008395 2145998602	05/25/22		
	GROCERY STORES			
	ROC NUMBER 00200008395			

05/28/22

LORELEI PUB & GRILL SNEADS FERRY NC
REF# 73011002149 TWHALEY@EMBARQM05/27/22

73011002149

108.79

05/13/22 NAPOLI CAFE SNEADS FERRY NC
REF# 85179242133 910-327-1210 05/13/22
ROC NUMBER 8517924213398000

85179242133

122.82

05/03/22 BAKED PIZZA COMPANY SNEADS FERRY NC
REF# 08850019 910-741-0701 05/03/22
FOOD/BEVERAGE
ROC NUMBER 08850019

08850019000

265.61

06/25/22

LORELEI PUB & GRILL SNEADS FERRY NC
REF# 73011002177 TWHALEY@EMBARQMA06/24/22

73011002177

77.49

06/12/22

NAPOLI CAFE

SNEADS FERRY

NC

85179242163

116.56

REF# 85179242163 910-327-1210

06/11/22

ROC NUMBER 8517924216398000

07/03/22 USA*CSC SERVICWORK WAXAHACHIE TX
REF# TD772749-16 FAST FOOD RESTAU 07/03/22

2.00

07/16/22

R+D DALLAS214.890.79 DALLAS
REF# 010381 214-890-7900
FOOD/BEVERAGE
ROC NUMBER 010381

TX
07/14/22

01038100000

119.59

07/26/22	FRONT STREET BREWERY WILMINGTON	NC	38860002000	500.00
	REF# 38860002	910-251-1935	07/25/22	
	FOOD/BEVERAGE			
	ROC NUMBER 38860002			

07/22/22

MINERVINIS NY BAGEL SNEADS FERRY NC
REF# 74900016 910-545-6905 07/22/22
FOOD/BEVERAGE
ROC NUMBER 74900016

74900016000

44.66

07/08/22	NAPOLI CAFE	SNEADS FERRY	NC	85179242189	102.30
	REF# 85179242189	910-327-1210	07/08/22		
	ROC NUMBER 8517924218998000				



Citi® / AAdvantage® Executive World Elite Mastercard®-1756

Date	Description	Amount	Running Balance
#1 Sep 20, 2022	WWW.FOODSBY.COM +16124443395 MN	\$11.90	-----

08/19/22	MINERVINIS NY BAGEL SNEADS FERRY	NC	74500010000	44.25
	REF# 74500010 910-545-6905	08/19/22		
	FOOD/BEVERAGE			
	ROC NUMBER 74500010			

08/18/22 MINERVINIS NY BAGEL SNEADS FERRY NC
REF# 74300020 910-545-6905 08/18/22
FOOD/BEVERAGE
ROC NUMBER 74300020

74300020000

21.87

08/19/22	NAPOLI CAFE	SNEADS FERRY	NC	85179242231	88.52
	REF# 85179242231	910-327-1210	08/18/22		
	ROC NUMBER 8517924223198000				

08/06/22 GOLDEN CHINA 8990000 SNEADS FERRY NC
REF# 73011002217 SHAWN@ARGUSINVI 08/05/22

73011002217

95.65

09/13/22 THE BERKSHIRE CAFE Dallas TX
REF# daE3WZoK3kN squareup.com/rec 09/13/22

7.04

09/18/22

NAPOLI CAFE

SNEADS FERRY

NC

85179242261

32.69

REF# 85179242261 910-327-1210

09/16/22

ROC NUMBER 8517924226198000

09/02/22 MINE ALL MINE SNEADS FERRY NC
REF# 44437 0 1 2 FAST FOOD RESTAU 09/02/22

44437000102

68.88

10/20/22

THE BERKSHIRE CAFE Dallas

TX

7.04

REF# taeglArqKpp squareup.com/rec

10/20/22

10/15/22 LORELEI PUB & GRILL SNEADS FERRY NC
REF# 73011002289 TWHALEY@EMBARQMA10/14/22

73011002289

102.95

09/30/22 MINERVINIS NY BAGEL SNEADS FERRY NC 74900027000 89.74
REF# 74900027 910-545-6905 09/30/22
FOOD/BEVERAGE
ROC NUMBER 74900027

INVOICE FOR NARUC DINNER NOVEMBER 13, 2022

NEW ORLEANS, LA NARUC ANNUAL, 2022

AMOUNT DUE: \$60.00

**PAYABLE TO: ROBERT W. KAYLOR, P.A.
353 E. SIX FORKS ROAD, SUITE 260
RALEIGH, NC 27609**

TAX ID #: 56-196-2584

December 1, 2022

DALLAS COUNTRY CLUB

006010

4100 Beverly Drive
Dallas, TX 75205

Telephone: (214) 521-2151 | Fax: (214) 528-8390

Booking Date: 12/16/2022
Event Name: Stockdale Holiday Dinner

Event Invoice

Contact Name: Theresa Roblez
Contact No: 214-220-3419
Contact Email: troblez@stockdale.com

Member Name: Brian Leslie Pratt
Member Code: S122

Address: 4419 Highland Drive
Dallas, TX
75205

Consultant: Julie Cope

Date	Time	Function	Setup	Room	Room Rental
Friday, December 16, 2022	6:30 PM - 9:30 PM	Dinner	See Diagram	Lakeside Lounge	\$150.00
Friday, December 16, 2022	6:30 PM - 9:30 PM	Vendor Room	Existing Setup	Employee Break Room	\$0.00

Food

Date	Service Time	Service Type	Description	Qty	Charge	Total
Dec 16,22	6:30 PM	Reception	Lakeside Lounge			
			Roasted Pear & Brie in Phyllo Pastry	30.00	\$6.00	\$180.00
			House-Made Chicken Meatball Pesto Cream	30.00	\$7.00	\$210.00
			Braised Beef Short Rib & Potato Croquette	30.00	\$7.00	\$210.00
			Smoked Tomato Aioli			
			Mini Crab Cakes with Remoulade	30.00	\$8.00	\$240.00
Dec 16,22	7:30 PM	Dinner	Lakeside Lounge			
			Spinach Salad Baby Spinach, Dried Blueberries, Crumbled Goat Cheese, Grilled Red Onion, Candied Pecans, Baby Tomato, Vanilla Bean Vinaigrette	18.00	\$18.00	\$324.00
			OR			
			Caprese Salad Red & Yellow Tomatoes, Fresh Mozzarella, Basil, Aged Balsamic Vinegar	24.00	\$18.00	\$432.00

DALLAS COUNTRY CLUB

006010

4100 Beverly Drive
Dallas, TX 75205

Telephone: (214) 521-2151 | Fax: (214) 528-8390

Booking Date: 12/16/2022

Event Name: Stockdale Holiday Dinner

Date	Service Time	Service Type	Description	Qty	Charge	Total
			Herb Marinated Frenched Chicken Rosemary Chicken Jus	5.00	\$52.00	\$260.00
			OR			
			Pan Roasted Halibut Coriander Beurre Noisette	16.00	\$75.00	\$1,200.00
			OR			
			Herb Roasted Filet Cabernet Sauce	21.00	\$95.00	\$1,995.00
			Chef's Choice of Starch and Vegetables			
			Coffee & Tea			
			Assorted Rolls & Butter			
			Chocolate Mousse Cake Chocolate Sponge Cake, Chocolate Mousse, Strawberry Garnish, Raspberry Sauce	22.00	\$15.00	\$330.00
			OR			
			New York Cheesecake Whipped Strawberry Ganache, Dehydrated Strawberry Meringue, Strawberry Sauce	20.00	\$15.00	\$300.00
Dec 16,22	7:30 PM	Band Break/Vendor Meal	Employee Break Room			
			VENDOR MEAL FOR MAGICIAN:	1.00	\$108.00	\$108.00
			Spinach Salad			
			Pan Roasted Halibut Chef's Choice of Starch and Vegetables			
			Cheesecake			

Beverage						
Date	Service Time	Service Type	Description	Qty	Charge	Total
Dec 16,22	6:30 PM	Reception	Lakeside Lounge			
			Premium Drinks	86.00	\$14.00	\$1,204.00
			Duckhorn Decoy	15.00	\$54.00	\$810.00
			House Champagne	2.00	\$42.00	\$84.00

DALLAS COUNTRY CLUB

006010

4100 Beverly Drive
Dallas, TX 75205

Telephone: (214) 521-2151 | Fax: (214) 528-8390

Booking Date: 12/16/2022
Event Name: Stockdale Holiday Dinner

Date	Service Time	Service Type	Description	Qty	Charge	Total
			Domestic Beer Make sure to have Miller Light	15.00	\$4.50	\$67.50
			Soft Drinks	22.00	\$2.50	\$55.00
			Bottled Sparkling Water	12.00	\$4.50	\$54.00

Date	Service Time	Resource Group	Description	Qty	Charge	Total
Dec 16,22	6:30 PM		Lakeside Lounge			
			Bartender Fee	1.00	\$150.00	\$150.00

Total Charges				
	Charges	Taxes	Service Charges & Gratuities	Total
Room(s)	\$150.00	\$12.38	\$0.00	\$162.38
Food	\$5,789.00	\$596.99	\$1,447.25	\$7,833.24
Beverages	\$2,274.50	\$234.55	\$568.63	\$3,077.68
Misc. Charges	\$0.00	\$0.00	\$0.00	\$0.00
Resources	\$150.00	\$12.38	\$0.00	\$162.38

Grand Totals	\$8,363.50	\$856.30	\$2,015.88	\$11,235.68
---------------------	------------	----------	------------	-------------

Deposits Received				\$0.00
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Credit Items				\$0.00
---------------------	--	--	--	--------

Balance Due				\$11,235.68
--------------------	--	--	--	--------------------

Thank you for allowing Dallas Country Club to host your event.
For any questions, please contact the Catering Department at (214) 224-9102.

PMG = \$3,745.23

5:44



Wi-Fi 30



Payment details



Jim Tyler

"Stockdale 2/2"

- \$900

Social activity

♥ 0 💬 0

Status

Complete

Payment method



Lakeside Bank (TX) Personal Checking

Bank •• 4429

Transaction details

December 16, 2022, 6:24 PM • Private

Paid to

@DJTMagic

Type of transaction

Payments between friends

Transaction ID

3694919169588646201

11/23/22	APLPAY DOORDASH*FIREHOUSE S SAN FRANCISCO	C	52.39
	REF# NT_MQIXGOUE +16506819470	11/22/22	

11/17/22

GEORGIE 4514 TRAVIS DALLAS
REF# 31089092320 2147265075

TX
11/15/22

31089092320

50.53

11/07/22	FAIRGROUNDS DALLAS	Dallas	TX	22.82
	REF# hORDvTXKXsC	squareup.com/rec	11/07/22	

11/01/22 THE BERKSHIRE CAFE Dallas TX
REF# TrVymVgcqJ squareup.com/rec 11/01/22

4.87

11/11/22	DENNY'S #8897	000000	SNEADS FERRY	NC	00045444000	117.85
	REF# 000454440		9103271177	11/10/22		

10/29/22 HWY 55 SNEADS FERRY SNEADS FERRY NC
REF# 10156320221 9103271555 10/28/22

10156320221

84.90

Property = phol pmg

General Ledger

Period = Jan 2022-Dec 2022

Book = Accrual,Elimination ; Tree = qb_is

Sort On = Date

Property	Property Name	Date	Period	Person/Description	Control	Reference	Debit	Credit	Balance	Remarks
675.140				675.14 - Dues/Subscriptions					0.00 = Beginning Balance =	
phol	Pluris Holdings	9/13/2021	01-2022	Chief Executive Organization (ce)	P-22828	21-1006484	4,290.00	0.00	4,290.00	2022 membership dues
phol	Pluris Holdings	1/24/2022	01-2022	Maurice Gallarda (mgd)	P-22827	01.24.2022 †	695.00	0.00	4,985.00	NARUC Winter Conference DC - Registration
phol	Pluris Holdings	1/31/2022	01-2022		J-33010	AMEX	29.86	0.00	5,014.86	Sirius subscription
phol	Pluris Holdings	2/28/2022	02-2022		J-33013	AMEX	29.86	0.00	5,044.72	Sirius subscription
phol	Pluris Holdings	3/7/2022	03-2022	Maurice Gallarda (mgd)	P-24023	03.07.2022 †	628.63	0.00	5,673.35	Linkedin-Annual subscription
phol	Pluris Holdings	3/18/2022	03-2022	National Association of Water Companies (r	P-24289	2022M02300	6,997.42	0.00	12,670.77	2022 NAWC membership dues
phol	Pluris Holdings	3/31/2022	03-2022		J-33014	AMEX	29.86	0.00	12,700.63	Sirius subscription
phol	Pluris Holdings	3/31/2022	03-2022		J-33014	AMEX	748.34	0.00	13,448.97	Antivirus for plant/field pc's
phol	Pluris Holdings	4/6/2022	04-2022	Maurice Gallarda (mgd)	P-24735	04.06.2022 †	275.51	0.00	13,724.48	PHOL Expense- Annual Sirius Subscription
phol	Pluris Holdings	4/30/2022	04-2022		J-34195	AMEX	29.86	0.00	13,754.34	Sirius subscription
phol	Pluris Holdings	5/2/2022	05-2022	Sneads Ferry Rotary Club (snead)	P-25848	05022022	5,000.00	0.00	18,754.34	Annual Mackerel Tournament sponsorship
phol	Pluris Holdings	5/4/2022	05-2022	Maurice Gallarda (mgd)	P-25617	05.04.2022 †	5.24	0.00	18,759.58	Jacksonville Monthly Online Digital Subscription
phol	Pluris Holdings	5/31/2022	05-2022		J-34196	AMEX	29.86	0.00	18,789.44	sirius subscription
phol	Pluris Holdings	6/14/2022	06-2022	Maurice Gallarda (mgd)	P-26776	06.14.2022 †	450.00	0.00	19,239.44	Annual Company MC Membership Fee
phol	Pluris Holdings	6/14/2022	06-2022	Maurice Gallarda (mgd)	P-26776	06.14.2022 †	5.24	0.00	19,244.68	Jacksonville Digital News Subscription
phol	Pluris Holdings	6/30/2022	06-2022		J-35069	AMEX recl	29.86	0.00	19,274.54	Auto
phol	Pluris Holdings	6/30/2022	06-2022	:PostRecurring YPO annual dues	J-35090	PHOLYPO22:	1,503.33	0.00	20,777.87	YPO dues monthly
phol	Pluris Holdings	7/22/2022	07-2022	:PostRecurring YPO annual dues	J-35095	PHOLYPO22:	1,503.33	0.00	22,281.20	YPO dues monthly
phol	Pluris Holdings	7/31/2022	07-2022		J-35764	AMEX recl	29.86	0.00	22,311.06	Sirius Auto Expense
phol	Pluris Holdings	8/2/2022	08-2022	:PostRecurring YPO annual dues	J-35322	PHOLYPO22:	1,503.33	0.00	23,814.39	YPO dues monthly
phol	Pluris Holdings	8/31/2022	08-2022		J-36367	AMEX recl	29.86	0.00	23,844.25	sirius XM radio
phol	Pluris Holdings	8/31/2022	08-2022		J-36367	AMEX recl	6,240.00	0.00	30,084.25	Young Presidents Org. annual membership
phol	Pluris Holdings	9/2/2022	09-2022	:PostRecurring YPO annual dues	J-36038	PHOLYPO22:	1,503.33	0.00	31,587.58	YPO dues monthly
pmg	Pluris Management Groi	9/13/2022	09-2022	Maurice Gallarda (mgd)	P-29310	09.13.2022 †	217.34	0.00	31,804.92	DropBox Annual Subscription
pmg	Pluris Management Groi	9/26/2022	09-2022	Maurice Gallarda (mgd)	P-29696	09.26.22	24.32	0.00	31,829.24	Software Annual Renewal
pmg	Pluris Management Groi	9/30/2022	09-2022		J-36883	AMEX recl	0.00	7.71	31,821.53	Auto
phol	Pluris Holdings	10/3/2022	10-2022	:PostRecurring YPO annual dues	J-37734	PHOLYPO22:	1,503.33	0.00	33,324.86	YPO dues monthly
pmg	Pluris Management Groi	10/4/2022	09-2022	Maurice Gallarda (mgd)	P-29884	10.04.2022 †	299.00	0.00	33,623.86	National Society of Professional Engineers (NSPE) Annual Membership
pmg	Pluris Management Groi	10/31/2022	10-2022		J-37460	AMEX recl	193.77	0.00	33,817.63	Amazon Prime renewal
phol	Pluris Holdings	11/1/2022	11-2022	:PostRecurring YPO annual dues	J-37327	PHOLYPO22:	1,503.33	0.00	35,320.96	YPO dues monthly
pmg	Pluris Management Groi	12/1/2022	12-2022	:PostRecurring YPO annual dues	J-38099	PHOLYPO22:	1,503.33	0.00	36,824.29	YPO dues monthly
				Net Change=36,824.29			36,832.00	7.71	36,824.29 = Ending Balance =	



INVOICE

Chief Executives Organization
1825 K Street, NW Suite 1450
Washington, DC 20006 US
T: +1 202 813 1886
F: +1 202 296 2821
E: info@ceo.org

INVOICE DATE: 09-13-2021
INVOICE NO: 21-1006484

Maurice Gallarda
5950 Berkshire Lane Suite 800
Dallas, Texas 75225
United States

CEO ID: 075047

Table with 3 columns: Name, Description, Amount. Row 1: Membership Dues 2022, \$4,290.00. Summary: Amount Paid: Balance Due: \$4,290.00

Please Note: Payments not received by 1 December 2021 will incur a 10% late fee.

Maurice Gallarda | CEO ID: 075047
5950 Berkshire Lane Suite 800
Dallas, Texas 75225
United States

INVOICE DATE 09-13-2021
INVOICE/MEMO 21-1006484

Please make checks payable to Chief Executives Organization, Inc. Amount in US \$ _____

Payment by credit card:

- MasterCard, Visa, American Express, DinersClub

Card No. _____ Exp. Date _____ Sec. Code _____

Cardholder's Billing Address _____

Cardholder's Billing Zip Code _____

Cardholder's Signature _____

Electronic Banking Information

Wire Information:

- Bank of America, N.A. • Democracy Boulevard • Bethesda, Maryland USA •
ABA #026009593 • Credit to Chief Executives Organization • Operating Acct.#0007303354 • Swift Code BOFAUS3N •
Please be sure to include your name and your CEO ID Number somewhere on the face of the wire transfer. •

ACH Information:

- Bank of America, N.A. • Democracy Boulevard • Bethesda, Maryland USA •
ACH Routing # 052001633 • Chief Executives Organization, Inc. • Account # 0007303354 •

Date	Description	Amount	Running Balance
------	-------------	--------	-----------------

#3	Jan 14, 2022	NATL ASSN REG UTIL COM 2028982200 DC	\$695.00
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Eligible for Citi® Flex Pay

05/04/22	SIRIUS XM RADIO INC. 888-635-5144	NY	29.86
	REF# T1,1AD73F09 RADIO SERVICE	05/04/22	

05/04/22	SIRIUS XM RADIO INC. 888-635-5144	NY	29.86
	REF# T1,1AD73F09 RADIO SERVICE	05/04/22	

Date	Description	Amount
#25	Feb 12, 2022 LINKEDIN-754*9463784 6506873555 CA Eligible for Citi® Flex Pay	\$623.39

#29

Date	Description	Amount
Jan 26, 2022	GANNETT NEWSRPR SE 8888710788 IN	\$5.24



INVOICE

Two Liberty Place
50 S. 16th St., Ste. 2725
Philadelphia, PA 19102
Phone 267-691-7765

March 18, 2022

Invoice No: 2022M023001

Bill To:

Pluris Holdings, LLC
5950 Berkshire Lane, Suite 800
Dallas, TX 75225
Sent via email to: dwinters@plurisa.com

DESCRIPTION	AMOUNT
2022 NAWC membership dues	\$6,997.42

....

AMOUNT PAID

TOTAL

\$6,997.42

Payment due: Upon receipt

Make all checks payable to:
National Association of Water Companies (NAWC)
50 S. 16th St, Suite 2725, Philadelphia, PA 19102

THANK YOU FOR YOUR BUSINESS!



05/04/22	SIRIUS XM RADIO INC. 888-635-5144	NY	29.86
	REF# T1,1AD73F09 RADIO SERVICE	05/04/22	

02/08/22	ESET WWW.ESET.COM	SAN DIEGO	CA	74349841000	748.34
	REF# 74349841	866-343-3738	02/08/22		
	CATALOG MERCHANT				
	ROC NUMBER 74349841				

Date	Description	Amount
------	-------------	--------

#15

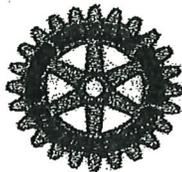
Mar 17, 2022

SXM*SIRIUSXM.COM/ACCT 888-635-5144 NY

\$275.51

Eligible for Citi® Flex Pay

05/04/22	SIRIUS XM RADIO INC. 888-635-5144	NY	29.86
	REF# T1,1AD73F09 RADIO SERVICE	05/04/22	



ROTARY CLUB OF SNEADS FERRY
PO Box 487 – Sneads Ferry NC 28460

ANNUAL KING MACKEREL TOURNAMENT

(Please print)

Date: 5/2/22

Name: Pluris

Mailing Address: 1095 Hwy 210 Sneads Ferry NC

Phone: 910-327-2880 Email: rbottiere@plurisuser.com

ALL ADS IN COLOR

- Full page - \$650 (includes a T-shirt)
- Half-page - \$350
- Quarter-page - \$250
- Eighth-page - \$150
- Special Ad (fish) - \$60 (black & white only)

AD COPY MUST BE TURNED IN BY MAY 1ST

FULL PAYMENT DUE BY JUNE 1ST

SAME AS LAST YEAR ATTACHED TO BE FORWARDED

(attach copy and page #)

PAID: Check \$5,000 Cash

Authorized by: *Ray Hoff*

Date	Description	Amount
------	-------------	--------

#7	Apr 14, 2022	GANNETT NEWSRPR SE 8888710788 IN	\$5.24
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05/04/22	SIRIUS XM RADIO INC. 888-635-5144	NY	29.86
	REF# T1,1AD73F09 RADIO SERVICE	05/04/22	



Citi® / AAdvantage® Executive World Elite™ MasterCard®-1756



Transactions

Date	Description	Amount
#25 Jun 02, 2022	MEMBERSHIP FEE JUN 22-MAY 23	\$450.00

Date	Description	Amount
#31	May 16, 2022 GANNETT NEWSRPR SE 8888710788 IN	\$5.24

05/04/22	SIRIUS XM RADIO INC. 888-635-5144	NY	29.86
	REF# T1,1AD73F09 RADIO SERVICE	05/04/22	

05/14/22	YPO INTL, IRVING,TX- IRVING	TX	83659055000	18,040.00
	REF# 83659055 972-857-1500	05/13/22		
	MEMBERSHIP FEES			
	ROC NUMBER 83659055			

18040/12=1,503.33 Monthly Expense

05/14/22	YPO INTL, IRVING,TX- IRVING	TX	83659055000	18,040.00
	REF# 83659055 972-857-1500	05/13/22		
	MEMBERSHIP FEES			
	ROC NUMBER 83659055			

18040/12=1,503.33 Monthly Expense

05/04/22	SIRIUS XM RADIO INC. 888-635-5144	NY	29.86
	REF# T1,1AD73F09 RADIO SERVICE	05/04/22	

05/14/22	YPO INTL, IRVING, TX- IRVING	TX	83659055000	18,040.00
	REF# 83659055 972-857-1500	05/13/22		
	MEMBERSHIP FEES			
	ROC NUMBER 83659055			

18040/12=1,503.33 Monthly Expense

05/04/22	SIRIUS XM RADIO INC. 888-635-5144	NY	29.86
	REF# T1,1AD73F09 RADIO SERVICE	05/04/22	

06/29/22	YPO DALLAS 115702001	DALLAS	TX	74760622180	6,240.00
	REF# 74760622180	214-363-3284	06/28/22		

05/14/22	YPO INTL, IRVING,TX- IRVING	TX	83659055000	18,040.00
	REF# 83659055 972-857-1500	05/13/22		
	MEMBERSHIP FEES			
	ROC NUMBER 83659055			

18040/12=1,503.33 Monthly Expense

Pluris Employee Expense Sheet

Employee: M. Gallarda

Page 1 of 1

Period : 9/13/2022

Date	Description	Item Number	Entity - Holdings, EL, NT, PH, PCU, SG, WF, PLA, PWC	NARUC Account Code	Amount
5-Sep-22	DrcpBox Annual Subscription	1	PMG	70443	\$ 217.34

9/26/22, 9:26 AM

Account Information – Citi Online

Date	Description	Amount	Running Balance
#1	Sep 22, 2022 CBI*CCLEANER PIRIFORM 800-799-9570 IL	\$24.32	

07/29/22	SIRIUS XM RADIO INC. 888-635-5144	NY	-7.71
	REF# R1-50991117 RADIO SERVICE	07/29/22	Credit

05/14/22	YPO INTL, IRVING, TX- IRVING	TX	83659055000	18,040.00
	REF# 83659055 972-857-1500	05/13/22		
	MEMBERSHIP FEES			
	ROC NUMBER 83659055			

18040/12=1,503.33 Monthly Expense



Amazon Services LLC
410 Terry Ave North
Seattle WA 98109-5210 USA

Receipt number: 5804407141121

Purchase Order (PO) number: Business Prime shipping

Billing date:
September 12, 2022

Billed to:
Pluris Holdings LLC
5950 BERKSHIRE LN STE 800
TX, 75225-5836 DALLAS
US

Payment method:
AmericanExpress ending in 1146

Item	Amount
Business Prime membership fee: Essentials – up to 3 users	\$179.00
Tax:	\$14.77
Total:	\$193.77

05/14/22	YPO INTL, IRVING, TX- IRVING	TX	83659055000	18,040.00
	REF# 83659055 972-857-1500	05/13/22		
	MEMBERSHIP FEES			
	ROC NUMBER 83659055			

18040/12=1,503.33 Monthly Expense

05/14/22	YPO INTL, IRVING,TX- IRVING	TX	83659055000	18,040.00
	REF# 83659055 972-857-1500	05/13/22		
	MEMBERSHIP FEES			
	ROC NUMBER 83659055			

18040/12=1,503.33 Monthly Expense

ALLOCATION METHODOLOGY

	LLC	Southgate	Wedgefield	Alabama	Hampstead	Webb Creek	Total
Customers	5,963	4,773	3,434	1,800	929	1,419	18,318
cust %	32.55%	26.06%	18.75%	9.83%	5.07%	7.75%	

YTD Jan 2022

Ordinary Income/Expense	type	LLC	Southgate	Wedgefield	Alabama	Hampstead	Webb Creek	Total	
Expense		32.55%	26.06%	18.75%	9.83%	5.07%	7.75%	100.00%	
601.8 - Salaries & Wages	direct	-155,375.69	-50,578.95	-40,485.22	-29,127.64	-15,287.84	-7,879.90	-12,036.15	-155,375.69
602.8 - Payroll Taxes	direct	-15,264.56	-4,969.02	-3,977.39	-2,861.58	-1,499.96	-774.14	-1,182.47	-15,264.56
604.8 - Employee Benefits	direct	-3,518.03	-1,145.21	-916.67	-659.51	-345.70	-178.42	-272.52	-3,518.03
605.8 - Payroll Expenses	direct	2,397.71	780.52	624.76	449.49	235.61	121.60	185.74	2,397.71
633.8 - Legal - Professional Fees		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
634.8 - Management Fee		0.00							0.00
637 - Direct Utility Fees		0.00							0.00
734.8 - Management Fee		0.00							0.00
737 - Direct Utility Fees		0.00							0.00
		-171,760.57	-55,912.67	-44,754.51	-32,199.25	-16,877.88	-8,710.86	-13,305.40	-171,760.57
Other Income		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Direct Utility Expenses (B&C Group)									
Wages		38,450.36							
Payroll Tax Expense		3,347.63							
Employee Benefits		2,872.71							
		44,670.70							
Corp Expense Allocation		-216,431.27	-70,454.18	-56,394.06	-40,573.48	-21,267.40	-10,976.34	-16,765.80	-216,431.27
Direct Utility Expense Allocation		44,670.70	16,126.13	12,907.94	9,286.79	2,512.36	3,837.49	44,670.70	
TOTAL 2022									
CORP JE	W		-56,394.06	-20,286.74	-21,267.40				-97,948.21
	WW		-70,454.18		-20,286.74	-10,976.34	-16,765.80		-118,483.07
DIRECT JE	W		12,907.94	4,643.40					17,551.33
	WW		16,126.13	4,643.40		2,512.36	3,837.49		27,119.37
Booked Prior Months									
CORP	W		0.00	0.00	0.00				0.00
	WW		0.00	0.00		0.00	0.00		0.00
DIRECT JE	W		0.00	0.00	0.00				0.00
	WW		0.00	0.00		0.00	0.00		0.00
Monthly Entry									
CORP JE	W	0.00	-56,394.06	-20,286.74	-21,267.40	0.00	0.00		-97,948.21
	WW	-70,454.18	0.00	-20,286.74	0.00	-10,976.34	-16,765.80		-118,483.07
DIRECT JE	W	0.00	12,907.94	4,643.40	0.00	0.00	0.00		17,551.33
	WW	16,126.13	0.00	4,643.40	0.00	2,512.36	3,837.49		27,119.37

ALLOCATION METHODOLOGY

	LLC	Southgate	Wedgfield	Alabama	Hampstead	Webb Creek	Total
Customers	5,999	4,775	3,443	1,800	940	1,421	18,378
cust %	32.64%	25.98%	18.73%	9.79%	5.11%	7.73%	

YTD Feb 2022

		LLC	Southgate	Wedgfield	Alabama	Hampstead	Webb Creek	Total
		32.64%	25.98%	18.73%	9.79%	5.11%	7.73%	100.00%
601.8 - Salaries & Wages	-10,204.81	-3,331.08	-2,651.43	-1,911.81	-999.49	-521.96	-789.04	-10,204.81
602.8 - Payroll Taxes	-8,146.87	-2,659.32	-2,116.73	-1,526.26	-797.93	-416.70	-629.92	-8,146.87
604.8 - Employee Benefits	6,387.15	2,084.91	1,659.52	1,196.59	625.58	326.69	493.86	6,387.15
605.8 - Payroll Expenses	2,787.95	910.05	724.37	522.30	273.06	142.60	215.57	2,787.95
633.8 - Legal - Professional Fees	203.00	66.26	52.74	38.03	19.88	10.38	15.70	203.00
634.8 - Management Fee	97,948.21							0.00
637 - Direct Utility Fees	-17,551.34							0.00
734.8 - Management Fee	118,483.08							0.00
737 - Direct Utility Fees	-27,119.38							0.00
	162,786.99	-2,929.18	-2,331.53	-1,681.14	-878.90	-458.98	-693.84	-8,973.58
Other Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Direct Utility Expenses (B&C Group)								
Wages	60,425.92							
Payroll Tax Expense	5,170.18							
Employee Benefits	5,745.35							
	71,341.45							
Corp Expense Allocation	-80,315.03	-26,216.66	-20,867.57	-15,046.50	-7,866.31	-4,107.96	-6,210.01	-80,315.03
Direct Utility Expense Allocation	71,341.45	25,815.98	20,548.64	14,816.54	4,045.18	6,115.10		71,341.45
TOTAL 2022								
	CORP JE	W	-20,867.57	-7,523.25	-7,866.31			-36,257.13
		WW	-26,216.66	-7,523.25	-4,107.96	-6,210.01		-44,057.89
	DIRECT JE	W	20,548.64	7,408.27				27,956.91
		WW	25,815.98	7,408.27	4,045.18	6,115.10		43,384.53
Booked Prior Months	CORP	W	-56,394.06	-20,286.74	-21,267.40			-97,948.21
		WW	-70,454.18	-20,286.74	-10,976.34	-16,765.80		-118,483.07
	DIRECT JE	W	12,907.94	4,643.40				17,551.33
		WW	16,126.13	4,643.40	2,512.36	3,837.49		27,119.37
Monthly Entry	CORP JE	W	0.00	35,526.49	12,763.49	13,401.09	0.00	61,691.08
		WW	44,237.52	0.00	12,763.49	0.00	6,868.38	74,425.17
	DIRECT JE	W	0.00	7,640.71	2,764.88	0.00	0.00	10,405.58
		WW	9,689.85	0.00	2,764.87	0.00	1,532.82	16,265.16

ALLOCATION METHODOLOGY

	LLC	Southgate	Wedgfield	Alabama	Hampstead	Webb Creek	Total
Customers	6,572	4,776	3,441	1,800	951	1,416	18,956
cust %	34.67%	25.20%	18.15%	9.50%	5.02%	7.47%	

YTD Mar 2022

		LLC	Southgate	Wedgfield	Alabama	Hampstead	Webb Creek	Total
		34.67%	25.20%	18.15%	9.50%	5.02%	7.47%	100.00%
601.8 - Salaries & Wages	235,371.51	81,602.74	59,302.30	42,725.96	22,350.11	11,808.31	17,582.09	235,371.51
602.8 - Payroll Taxes	4,411.59	1,529.49	1,111.51	800.82	418.91	221.32	329.54	4,411.59
604.8 - Employee Benefits	19,743.10	6,844.89	4,974.31	3,583.88	1,874.74	990.49	1,474.80	19,743.10
605.8 - Payroll Expenses	3,178.19	1,101.87	800.75	576.92	301.79	159.45	237.41	3,178.19
633.8 - Legal - Professional Fees	203.00	70.38	51.15	36.85	19.28	10.18	15.16	203.00
634.8 - Management Fee	36,257.14							0.00
637 - Direct Utility Fees	-27,956.93							0.00
734.8 - Management Fee	44,057.90							0.00
737 - Direct Utility Fees	-43,384.53							0.00
	271,880.97	91,149.37	66,240.01	47,724.43	24,964.83	13,189.75	19,639.00	262,907.39
Other Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Direct Utility Expenses (B&C Group)								
Wages	82,392.79							
Payroll Tax Expense	6,901.84							
Employee Benefits	8,617.71							
	97,912.34							
Corp Expense Allocation	164,995.05	57,203.39	41,570.81	29,950.83	15,667.39	8,277.61	12,325.02	164,995.05
Direct Utility Expense Allocation	97,912.34	37,507.57	27,257.48	19,638.40		5,427.53	8,081.36	97,912.34
TOTAL 2022								
	CORP JE	W	41,570.81	14,975.42	15,667.39			72,213.62
		WW	57,203.39	14,975.42		8,277.61	12,325.02	92,781.43
	DIRECT JE	W	27,257.48	9,819.20				37,076.68
		WW	37,507.57	9,819.20		5,427.53	8,081.36	60,835.66
Booked Prior Months	CORP	W	-20,867.57	-7,523.25	-7,866.31			-36,257.13
		WW	-26,216.66	-7,523.25		-4,107.96	-6,210.01	-44,057.89
	DIRECT JE	W	20,548.64	7,408.27				27,956.91
		WW	25,815.98	7,408.27		4,045.18	6,115.10	43,384.53
Monthly Entry	CORP JE	W	0.00	62,438.39	22,498.67	23,533.70	0.00	108,470.75
		WW	83,420.05	0.00	22,498.67	0.00	12,385.57	136,839.32
	DIRECT JE	W	0.00	6,708.84	2,410.93	0.00	0.00	9,119.77
		WW	11,691.59	0.00	2,410.93	0.00	1,382.35	17,451.13

ALLOCATION METHODOLOGY

	LLC	Southgate	Wedgfield	Alabama	Hampstead	Webb Creek	Total
Customers	6,600	4,777	3,440	1,800	971	1,417	19,005
cust %	34.73%	25.14%	18.10%	9.47%	5.11%	7.46%	

YTD Apr 2022

		LLC	Southgate	Wedgfield	Alabama	Hampstead	Webb Creek	Total
		34.73%	25.14%	18.10%	9.47%	5.11%	7.46%	100.00%
601.8 - Salaries & Wages	371,227.67	128,918.84	93,309.90	67,194.06	35,159.68	18,966.70	27,678.49	371,227.67
602.8 - Payroll Taxes	10,471.94	3,636.66	2,632.17	1,895.47	991.82	535.03	780.78	10,471.94
604.8 - Employee Benefits	29,938.66	10,397.01	7,525.23	5,419.05	2,835.55	1,529.62	2,232.21	29,938.66
605.8 - Payroll Expenses	3,855.29	1,338.85	969.05	697.83	365.14	196.97	287.45	3,855.29
633.8 - Legal - Professional Fees	325.50	113.04	81.82	58.92	30.83	16.63	24.27	325.50
634.8 - Management Fee	-72,213.62							0.00
637 - Direct Utility Fees	-37,076.70							0.00
734.8 - Management Fee	-92,781.41							0.00
737 - Direct Utility Fees	-60,835.66							0.00
	152,911.67	144,404.41	104,518.16	75,265.33	39,383.02	21,244.95	31,003.19	415,819.06
Other Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Direct Utility Expenses (B&C Group)								
Wages	115,367.64							
Payroll Tax Expense	9,423.06							
Employee Benefits	12,917.20							
	137,707.90							
Corp Expense Allocation	278,111.16	96,581.62	69,904.60	50,339.51	26,340.44	14,209.20	20,735.78	278,111.16
Direct Utility Expense Allocation	137,707.90	52,826.05	38,234.85	27,533.58		7,771.83	11,341.59	137,707.90
TOTAL 2022								
	CORP JE	W	69,904.60	25,169.76	26,340.44			121,414.80
		WW	96,581.62	25,169.75		14,209.20	20,735.78	156,696.36
	DIRECT JE	W	38,234.85	13,766.79				52,001.64
		WW	52,826.05	13,766.79		7,771.83	11,341.59	85,706.26
Booked Prior Months	CORP	W	41,570.81	14,975.42	15,667.39			72,213.62
		WW	57,203.39	14,975.42		8,277.61	12,325.02	92,781.43
	DIRECT JE	W	27,257.48	9,819.20				37,076.68
		WW	37,507.57	9,819.20		5,427.53	8,081.36	60,835.66
Monthly Entry	CORP JE	W	0.00	28,333.79	10,194.34	10,673.05	0.00	49,201.18
		WW	39,378.23	0.00	10,194.34	0.00	5,931.60	63,914.93
	DIRECT JE	W	0.00	10,977.37	3,947.59	0.00	0.00	14,924.96
		WW	15,318.48	0.00	3,947.59	0.00	2,344.31	24,870.60

ALLOCATION METHODOLOGY

	LLC	Southgate	Wedgfield	Alabama	Hampstead	Webb Creek	Total
Customers	6,637	4,778	3,440	1,800	990	1,416	19,061
cust %	34.82%	25.07%	18.05%	9.44%	5.19%	7.43%	

YTD May 2022

		LLC	Southgate	Wedgfield	Alabama	Hampstead	Webb Creek	Total
		34.82%	25.07%	18.05%	9.44%	5.19%	7.43%	100.00%
601.8 - Salaries & Wages	517,448.51	180,174.48	129,708.25	93,385.60	48,864.56	26,875.51	38,440.12	517,448.51
602.8 - Payroll Taxes	16,374.05	5,701.41	4,104.47	2,955.08	1,546.26	850.44	1,216.39	16,374.05
604.8 - Employee Benefits	41,840.05	14,568.62	10,488.00	7,551.01	3,951.11	2,173.11	3,108.21	41,840.05
605.8 - Payroll Expenses	4,281.25	1,490.72	1,073.18	772.65	404.29	222.36	318.04	4,281.25
632.8 - Professional Fees - Accounting	21,875.00	7,616.83	5,483.38	3,947.85	2,065.74	1,136.15	1,625.05	21,875.00
633.8 - Legal - Professional Fees	560.50	195.16	140.50	101.16	52.93	29.11	41.64	560.50
634.8 - Management Fee	-121,414.80							0.00
637 - Direct Utility Fees	-52,001.66							0.00
734.8 - Management Fee	-156,696.33							0.00
737 - Direct Utility Fees	-85,706.27							0.00
	186,560.30	209,747.22	150,997.77	108,713.34	56,884.89	31,286.69	44,749.45	602,379.36
5% admin fee	30,118.97	10,487.36	7,549.89	5,435.67	2,844.24	1,564.33	2,237.47	30,118.97
Direct Utility Expenses (B&C Group)								
Wages	140,471.91							
Payroll Tax Expense	11,292.02							
Employee Benefits	15,789.29							
	167,553.22							
Corp Expense Allocation	464,945.10	161,892.90	116,547.28	83,910.14	43,906.47	24,148.56	34,539.75	464,945.10
Direct Utility Expense Allocation	167,553.22	64,425.63	46,380.24	33,392.22		9,609.97	13,745.17	167,553.22
TOTAL 2022								
	CORP JE	W	116,547.28	41,955.07	43,906.47			202,408.82
		WW	161,892.90	41,955.07		24,148.56	34,539.75	262,536.29
	DIRECT JE	W	46,380.24	16,696.11				63,076.35
		WW	64,425.63	16,696.11		9,609.97	13,745.17	104,476.87
Booked Prior Months	CORP	W	69,904.60	25,169.76	26,340.44			121,414.80
		WW	96,581.62	25,169.75		14,209.20	20,735.78	156,696.36
	DIRECT JE	W	38,234.85	13,766.79				52,001.64
		WW	52,826.05	13,766.79		7,771.83	11,341.59	85,706.26
Monthly Entry	CORP JE	W	0.00	46,642.68	16,785.32	17,566.03	0.00	80,994.02
		WW	65,311.29	0.00	16,785.31	0.00	9,939.35	105,839.93
	DIRECT JE	W	0.00	8,145.38	2,929.32	0.00	0.00	11,074.70
		WW	11,599.58	0.00	2,929.32	0.00	1,838.14	18,770.61

ALLOCATION METHODOLOGY

	LLC	Southgate	Wedgfield	Alabama	Hampstead	Webb Creek	Total
Customers	6,393	4,781	3,441	1,800	1,012	1,419	18,846
cust %	33.92%	25.37%	18.26%	9.55%	5.37%	7.53%	

YTD June 2022

		LLC	Southgate	Wedgfield	Alabama	Hampstead	Webb Creek	Total
		33.92%	25.37%	18.26%	9.55%	5.37%	7.53%	100.00%
601.8 - Salaries & Wages	601,190.38	203,937.71	152,514.66	109,768.44	57,420.28	32,282.96	45,266.32	601,190.38
602.8 - Payroll Taxes	22,818.98	7,740.73	5,788.90	4,166.41	2,179.46	1,225.34	1,718.14	22,818.98
604.8 - Employee Benefits	51,828.37	17,581.38	13,148.22	9,463.09	4,950.18	2,783.10	3,902.39	51,828.37
605.8 - Payroll Expenses	4,687.73	1,590.19	1,189.22	855.91	447.73	251.72	352.96	4,687.73
632.8 - Professional Fees - Accounting	22,251.25	7,548.14	5,644.87	4,062.75	2,125.24	1,194.86	1,675.40	22,251.25
633.8 - Legal - Professional Fees	560.50	190.13	142.19	102.34	53.53	30.10	42.20	560.50
636.8 - Contractual Svcs - Others G&A	214.00	72.59	54.29	39.07	20.44	11.49	16.11	214.00
634.8 - Management Fee	-202,408.83							0.00
637 - Direct Utility Fees	-63,076.36							0.00
734.8 - Management Fee	-262,536.25							0.00
737 - Direct Utility Fees	-104,476.89							0.00
	71,052.88	238,660.88	176,482.35	128,458.01	67,196.87	37,779.57	52,973.53	703,551.21
5% admin fee	35,177.56	11,933.04	8,924.12	6,422.90	3,359.84	1,888.98	2,648.68	35,177.56
Direct Utility Expenses (B&C Group)								
Wages	158,858.67							
Payroll Tax Expense	12,697.57							
Employee Benefits	18,264.39							
	189,920.63							
Corp Expense Allocation	548,808.14	186,168.44	139,225.92	100,204.22	52,417.21	29,470.12	41,322.23	548,808.14
Direct Utility Expense Allocation	189,920.63	71,228.59	53,268.25	38,338.43		11,275.35	15,810.01	189,920.63
TOTAL 2022								
	CORP JE	W	139,225.92	50,102.11	52,417.21			241,745.24
		WW	186,168.44	50,102.11	29,470.12	41,322.23		307,062.90
	DIRECT JE	W	53,268.25	19,169.22				72,437.46
		WW	71,228.59	19,169.22	11,275.35	15,810.01		117,483.17
Booked Prior Months	CORP	W	116,547.28	41,955.07	43,906.47			202,408.82
		WW	161,892.90	41,955.07	24,148.56	34,539.75		262,536.29
	DIRECT JE	W	46,380.24	16,696.11				63,076.35
		WW	64,425.63	16,696.11	9,609.97	13,745.17		104,476.87
Monthly Entry	CORP JE	W	0.00	22,678.64	8,147.04	8,510.74	0.00	39,336.42
		WW	24,275.54	0.00	8,147.05	0.00	5,321.56	44,526.62
	DIRECT JE	W	0.00	6,888.01	2,473.11	0.00	0.00	9,361.11
		WW	6,802.97	0.00	2,473.11	0.00	1,685.38	13,006.29

ALLOCATION METHODOLOGY

	LLC	Southgate	Wedgfield	Alabama	Hampstead	Webb Creek	Total
Customers	6,497	4,781	3,457	1,800	1,016	1,417	18,968
cust %	34.25%	25.21%	18.23%	9.49%	5.36%	7.47%	

YTD July 2022

		LLC	Southgate	Wedgfield	Alabama	Hampstead	Webb Creek	Total
		34.25%	25.21%	18.23%	9.49%	5.36%	7.47%	100.00%
601.8 - Salaries & Wages	734,713.97	251,657.35	185,189.13	133,904.80	69,721.91	39,354.14	54,886.64	734,713.97
602.8 - Payroll Taxes	29,125.68	9,976.25	7,341.31	5,308.28	2,763.93	1,560.08	2,175.83	29,125.68
604.8 - Employee Benefits	61,914.62	21,207.26	15,605.96	11,284.21	5,875.49	3,316.39	4,625.32	61,914.62
605.8 - Payroll Expenses	5,109.91	1,750.27	1,287.98	931.30	484.91	273.71	381.73	5,109.91
620.8 - Supplies/Materials - Admin & General	25.00	8.56	6.30	4.56	2.37	1.34	1.87	25.00
632.8 - Professional Fees - Accounting	24,770.77	8,484.59	6,243.62	4,514.58	2,350.66	1,326.82	1,850.49	24,770.77
633.8 - Legal - Professional Fees	3,015.57	1,032.91	760.09	549.60	286.17	161.53	225.28	3,015.57
636.8 - Contractual Svcs - Others G&A	11,116.21	3,807.57	2,801.91	2,025.98	1,054.89	595.43	830.43	11,116.21
650.8 - Transportation Expenses	-1,154.30	-395.38	-290.95	-210.38	-109.54	-61.83	-86.23	-1,154.30
658.8 - Insurance - Workers Comp	65.00	22.26	16.38	11.85	6.17	3.48	4.86	65.00
659.8 - Insurance Expense - Other	1,716.29	587.87	432.60	312.80	162.87	91.93	128.22	1,716.29
675.1 - Office Supplies/Materials	3,273.73	1,121.33	825.16	596.65	310.67	175.35	244.56	3,273.73
675.10 - Travel	179.47	61.47	45.24	32.71	17.03	9.61	13.41	179.47
675.11 - Meals & Entertainment	194.05	66.47	48.91	35.37	18.41	10.39	14.50	194.05
675.14 - Dues/Subscriptions	1,533.19	525.15	386.45	279.43	145.49	82.12	114.54	1,533.19
675.15 - Rent Expenses	10,406.94	3,564.63	2,623.13	1,896.71	987.58	557.44	777.45	10,406.94
675.16 - Computer Supplies/Equipment	378.86	129.77	95.49	69.05	35.95	20.29	28.30	378.86
675.17 - Internet-Computer Services	1,729.62	592.44	435.96	315.23	164.14	92.65	129.21	1,729.62
675.2 - Telephone and Network	8,615.30	2,950.95	2,171.54	1,570.18	817.56	461.47	643.60	8,615.30
675.3 - Postage	15,675.44	5,369.22	3,951.09	2,856.92	1,487.55	839.64	1,171.03	15,675.44
675.4 - Permits/Licenses	1,336.88	457.91	336.97	243.65	126.87	71.61	99.87	1,336.88
675.5 - Utilities	389.15	133.29	98.09	70.92	36.93	20.84	29.07	389.15
675.8 - Bank Charges	201.00	68.85	50.66	36.63	19.07	10.77	15.02	201.00
634.8 - Management Fee	-241,745.25							0.00
637 - Direct Utility Fees	-72,437.48							0.00
734.8 - Management Fee	-307,062.85							0.00
737 - Direct Utility Fees	-117,483.19							0.00
	175,603.58	313,181.00	230,463.04	166,641.02	86,767.09	48,975.20	68,304.98	914,332.35
5% admin fee	45,716.62	15,659.05	11,523.15	8,332.05	4,338.35	2,448.76	3,415.25	45,716.62
Direct Utility Expenses (B&C Group)								
Wages	179,826.10							
Payroll Tax Expense	14,218.66							
Employee Benefits	21,205.46							
Postage	15,098.42							
Telephone	3,136.20							
Utilities	3,196.09							
	236,680.93							
Corp Expense Allocation	723,368.04	247,771.10	182,329.32	131,836.95	68,645.22	38,746.41	54,039.04	723,368.04
Direct Utility Expense Allocation	236,680.93	89,568.73	65,911.67	47,658.78	14,006.75	19,535.00		236,680.93
TOTAL 2022								
	CORP JE	W	182,329.32	65,918.48	68,645.22			316,893.01
		WW	247,771.10	65,918.48		38,746.41	54,039.04	406,475.02
	DIRECT JE	W	65,911.67	23,829.39				89,741.06
		WW	89,568.73	23,829.39		14,006.75	19,535.00	146,939.87
Booked Prior Months	CORP	W	139,225.92	50,102.11	52,417.21			241,745.24
		WW	186,168.44	50,102.11		29,470.12	41,322.23	307,062.90
	DIRECT JE	W	53,268.25	19,169.22				72,437.46
		WW	71,228.59	19,169.22		11,275.35	15,810.01	117,483.17
Monthly Entry	CORP JE	W	0.00	43,103.40	15,816.37	16,228.01	0.00	75,147.78
		WW	61,602.66	0.00	15,816.36	0.00	9,276.29	99,412.12
	DIRECT JE	W	0.00	12,643.42	4,660.18	0.00	0.00	17,303.60
		WW	18,340.14	0.00	4,660.18	0.00	2,731.39	29,456.70

ALLOCATION METHODOLOGY

	LLC	Southgate	Wedgfield	Alabama	Hampstead	Webb Creek	Total
Customers	6,497	4,781	3,457	1,800	1,016	1,417	18,968
cust %	34.25%	25.21%	18.23%	9.49%	5.36%	7.47%	

YTD August 2022

	LLC	Southgate	Wedgfield	Alabama	Hampstead	Webb Creek	Total	
	34.25%	25.21%	18.23%	9.49%	5.36%	7.47%	100.00%	
601.8 - Salaries & Wages	871,409.72	298,478.96	219,644.13	158,818.19	82,693.88	46,676.10	65,098.46	871,409.72
602.8 - Payroll Taxes	35,565.03	12,181.89	8,964.38	6,481.88	3,375.00	1,905.00	2,656.88	35,565.03
604.8 - Employee Benefits	76,221.80	26,107.81	19,212.17	13,891.75	7,233.19	4,082.74	5,694.13	76,221.80
605.8 - Payroll Expenses	5,532.09	1,894.87	1,394.40	1,008.25	524.98	296.32	413.27	5,532.09
620.8 - Supplies/Materials - Admin & General	25.00	8.56	6.30	4.56	2.37	1.34	1.87	25.00
632.8 - Professional Fees - Accounting	27,662.97	9,475.24	6,972.62	5,041.70	2,625.12	1,481.74	2,066.56	27,662.97
633.8 - Legal - Professional Fees	3,015.57	1,032.91	760.09	549.60	286.17	161.53	225.28	3,015.57
636.8 - Contractual Svcs - Others G&A	20,498.78	7,021.33	5,166.84	3,735.99	1,945.27	1,097.99	1,531.36	20,498.78
650.8 - Transportation Expenses	8,555.09	2,930.33	2,156.36	1,559.20	811.85	458.24	639.11	8,555.09
658.8 - Insurance - Workers Comp	130.00	44.53	32.77	23.69	12.34	6.96	9.71	130.00
659.8 - Insurance Expense - Other	5,002.91	1,713.62	1,261.01	911.80	474.76	267.98	373.74	5,002.91
675.1 - Office Supplies/Materials	4,951.94	1,696.16	1,248.17	902.51	469.92	265.25	369.93	4,951.94
675.10 - Travel	615.77	210.92	155.21	112.23	58.43	32.98	46.00	615.77
675.11 - Meals & Entertainment	962.60	329.71	242.63	175.44	91.35	51.56	71.91	962.60
675.14 - Dues/Subscriptions	9,306.38	3,187.66	2,345.73	1,696.13	883.14	498.49	695.23	9,306.38
675.15 - Rent Expenses	21,227.19	7,270.83	5,350.44	3,868.75	2,014.39	1,137.01	1,585.77	21,227.19
675.16 - Computer Supplies/Equipment	3,243.31	1,110.91	817.50	591.11	307.78	173.72	242.29	3,243.31
675.17 - Internet-Computer Services	3,591.29	1,230.10	905.21	654.53	340.80	192.36	268.29	3,591.29
675.19 - Repairs And Maintenance	1,108.90	379.83	279.51	202.10	105.23	59.40	82.84	1,108.90
675.2 - Telephone and Network	16,500.26	5,651.74	4,158.99	3,007.24	1,565.82	883.82	1,232.65	16,500.26
675.3 - Postage	18,074.25	6,190.87	4,555.72	3,294.11	1,715.19	968.13	1,350.23	18,074.25
675.4 - Permits/Licenses	2,673.76	915.83	673.94	487.30	253.73	143.22	199.74	2,673.76
675.5 - Utilities	880.80	301.70	222.01	160.53	83.58	47.18	65.80	880.80
675.8 - Bank Charges	409.00	140.09	103.09	74.54	38.81	21.91	30.55	409.00
675.9 - Penalties	4,694.93	1,608.13	1,183.39	855.67	445.53	251.48	350.73	4,694.93
634.8 - Management Fee	-316,893.03							0.00
637 - Direct Utility Fees	-89,741.08							0.00
734.8 - Management Fee	-406,474.97							0.00
737 - Direct Utility Fees	-146,939.89							0.00
	181,810.37	391,114.52	287,812.61	208,108.80	108,358.65	61,162.44	85,302.33	1,141,859.34
5% admin fee	57,092.97	19,555.73	14,390.63	10,405.44	5,417.93	3,058.12	4,265.12	57,092.97
Direct Utility Expenses (B&C Group)								
Wages	202,423.94							
Payroll Tax Expense	15,968.63							
Employee Benefits	24,058.40							
Postage	15,192.11							
Telephone	6,396.32							
Utilities	4,583.53							
	268,622.93							
Corp Expense Allocation	930,329.38	318,660.37	234,495.19	169,556.55	88,285.16	49,832.07	69,500.04	930,329.38
Direct Utility Expense Allocation	268,622.93	101,656.75	74,806.98	54,090.72	15,897.07	22,171.41	268,622.93	
TOTAL 2022								
	CORP JE	W	234,495.19	84,778.28	88,285.16			407,558.62
		WW	318,660.37	84,778.28		49,832.07	69,500.04	522,770.76
	DIRECT JE	W	74,806.98	27,045.36				101,852.34
		WW	101,656.75	27,045.36		15,897.07	22,171.41	166,770.59
Booked Prior Months	CORP	W	182,329.32	65,918.48	68,645.22			316,893.01
		WW	247,771.10	65,918.48		38,746.41	54,039.04	406,475.02
	DIRECT JE	W	65,911.67	23,829.39				89,741.06
		WW	89,568.73	23,829.39		14,006.75	19,535.00	146,939.87
Monthly Entry	CORP JE	W	0.00	52,165.87	18,859.80	19,639.94	0.00	90,665.61
		WW	70,889.28	0.00	18,859.80	0.00	11,085.66	116,295.73
	DIRECT JE	W	0.00	8,895.31	3,215.97	0.00	0.00	12,111.28
		WW	12,088.02	0.00	3,215.97	0.00	1,890.32	19,830.72

ALLOCATION METHODOLOGY

	LLC	Southgate	Wedgfield	Alabama	Hampstead	Webb Creek	Total
Customers	6,594	4,782	3,459	1,800	1,031	1,419	19,085
cust %	34.55%	25.06%	18.12%	9.43%	5.40%	7.44%	

YTD September 2022

		LLC	Southgate	Wedgfield	Alabama	Hampstead	Webb Creek	Total
		34.55%	25.06%	18.12%	9.43%	5.40%	7.44%	100.00%
601.8 - Salaries & Wages	1,073,072.50	370,754.00	268,872.55	194,485.61	101,206.73	57,968.97	79,784.64	1,073,072.50
602.8 - Payroll Taxes	44,603.99	15,410.99	11,176.12	8,084.11	4,206.82	2,409.57	3,316.38	44,603.99
604.8 - Employee Benefits	105,950.92	36,606.78	26,547.41	19,202.74	9,992.75	5,723.63	7,877.62	105,950.92
605.8 - Payroll Expenses	5,971.86	2,063.32	1,496.33	1,082.35	563.24	322.61	444.02	5,971.86
620.8 - Supplies/Materials - Admin & General	25.00	8.64	6.26	4.53	2.36	1.35	1.86	25.00
632.8 - Professional Fees - Accounting	74,912.65	25,882.84	18,770.36	13,577.30	7,065.38	4,046.89	5,569.87	74,912.65
633.8 - Legal - Professional Fees	3,233.07	1,117.05	810.09	585.97	304.93	174.66	240.38	3,233.07
636.8 - Contractual Svcs - Others G&A	30,958.20	10,696.27	7,756.99	5,610.92	2,919.82	1,672.41	2,301.79	30,958.20
650.8 - Transportation Expenses	15,880.80	5,486.93	3,979.15	2,878.26	1,497.80	857.90	1,180.76	15,880.80
658.8 - Insurance - Workers Comp	-105.00	-36.28	-26.31	-19.03	-9.90	-5.67	-7.81	-105.00
659.8 - Insurance Expense - Other	8,289.53	2,864.09	2,077.05	1,502.41	781.83	447.81	616.34	8,289.53
675.1 - Office Supplies/Materials	7,516.58	2,597.03	1,883.38	1,362.32	708.93	406.06	558.87	7,516.58
675.10 - Travel	3,612.39	1,248.11	905.13	654.72	340.70	195.15	268.59	3,612.39
675.11 - Meals & Entertainment	1,224.79	423.17	306.89	221.98	115.52	66.16	91.07	1,224.79
675.14 - Dues/Subscriptions	11,342.66	3,918.97	2,842.05	2,055.76	1,069.78	612.75	843.34	11,342.66
675.15 - Rent Expenses	31,634.13	10,929.81	7,926.35	5,733.43	2,983.57	1,708.92	2,352.05	31,634.13
675.16 - Computer Supplies/Equipment	16,673.41	5,760.78	4,177.74	3,021.92	1,572.55	900.72	1,239.69	16,673.41
675.17 - Internet-Computer Services	4,903.92	1,694.34	1,228.74	888.80	462.51	264.92	364.61	4,903.92
675.19 - Repairs And Maintenance	1,108.90	383.13	277.85	200.98	104.59	59.90	82.45	1,108.90
675.2 - Telephone and Network	22,568.82	7,797.68	5,654.92	4,090.41	2,128.58	1,219.20	1,678.03	22,568.82
675.3 - Postage	20,415.04	7,053.54	5,115.26	3,700.06	1,925.44	1,102.85	1,517.89	20,415.04
675.4 - Permits/Licenses	3,440.33	1,188.66	862.02	623.53	324.47	185.85	255.79	3,440.33
675.5 - Utilities	1,358.93	469.52	340.50	246.29	128.17	73.41	101.04	1,358.93
675.8 - Bank Charges	578.50	199.88	144.95	104.85	54.56	31.25	43.01	578.50
675.9 - Penalties	4,694.93	1,622.13	1,176.38	850.92	442.80	253.63	349.08	4,694.93
634.8 - Management Fee	-407,558.64							0.00
637 - Direct Utility Fees	-101,852.36							0.00
734.8 - Management Fee	-522,770.71							0.00
737 - Direct Utility Fees	-166,770.60							0.00
	294,914.54	516,141.37	374,308.16	270,751.14	140,893.91	80,700.90	111,071.37	1,483,866.85
5% admin fee	74,693.34	25,807.07	18,715.41	13,537.56	7,044.70	4,035.05	5,553.57	74,693.34
Direct Utility Expenses (B&C Group)								
Wages	238,653.74							
Payroll Tax Expense	18,718.46							
Employee Benefits	28,334.92							
Postage	15,290.05							
Telephone	9,459.29							
Utilities	7,033.39							
	317,489.85							
Corp Expense Allocation	1,251,070.34	432,253.49	313,472.27	226,746.26	117,994.58	67,584.67	93,019.06	1,251,070.34
Direct Utility Expense Allocation	317,489.85	121,118.20	87,835.49	63,534.71		18,937.35	26,064.11	317,489.85
TOTAL 2022	CORP JE	W	313,472.27	113,373.13	117,994.58			544,839.99
		WW	432,253.49	113,373.13		67,584.67	93,019.06	706,230.35
	DIRECT JE	W	87,835.49	31,767.36				119,602.85
		WW	121,118.20	31,767.35		18,937.35	26,064.11	197,887.01
Booked Prior Months	CORP	W	234,495.19	84,778.28	88,285.16			407,558.62
		WW	318,660.37	84,778.28		49,832.07	69,500.04	522,770.76
	DIRECT JE	W	74,806.98	27,045.36				101,852.34
		WW	101,656.75	27,045.36		15,897.07	22,171.41	166,770.59
Monthly Entry	CORP JE	W	0.00	78,977.08	28,594.86	29,709.42	0.00	137,281.36
		WW	113,593.11	0.00	28,594.85	0.00	17,752.61	183,459.59
	DIRECT JE	W	0.00	13,028.51	4,722.00	0.00	0.00	17,750.51
		WW	19,461.45	0.00	4,721.99	0.00	3,040.28	31,116.42

ALLOCATION METHODOLOGY

	LLC	Southgate	Wedgfield	Alabama	Hampstead	Webb Creek	Total
Customers	6,646	4,782	3,447	1,800	1,046	1,429	19,150
cust %	34.70%	24.97%	18.00%	9.40%	5.46%	7.46%	

YTD October 2022

		LLC	Southgate	Wedgfield	Alabama	Hampstead	Webb Creek	Total
		34.70%	24.97%	18.00%	9.40%	5.46%	7.46%	100.00%
601.8 - Salaries & Wages	1,212,973.88	420,962.11	302,895.10	218,335.30	114,013.21	66,254.34	90,513.82	1,212,973.88
602.8 - Payroll Taxes	51,608.21	17,910.61	12,887.23	9,289.48	4,850.90	2,818.91	3,851.08	51,608.21
604.8 - Employee Benefits	118,185.52	41,016.24	29,512.44	21,273.39	11,108.82	6,455.46	8,819.17	118,185.52
605.8 - Payroll Expenses	6,411.63	2,225.15	1,601.07	1,154.09	602.66	350.21	478.44	6,411.63
620.8 - Supplies/Materials - Admin & General	2,790.94	968.59	696.93	502.37	262.33	152.45	208.26	2,790.94
632.8 - Professional Fees - Accounting	77,492.65	26,893.79	19,350.91	13,948.68	7,283.90	4,232.76	5,782.61	77,492.65
633.8 - Legal - Professional Fees	4,891.07	1,697.44	1,221.36	880.39	459.74	267.16	364.98	4,891.07
636.8 - Contractual Svcs - Others G&A	14,607.90	14,440.01	10,390.02	7,489.42	3,910.93	2,272.68	3,104.84	41,607.90
650.8 - Transportation Expenses	22,157.68	7,689.81	5,533.06	3,988.38	2,082.71	1,210.28	1,653.44	22,157.68
658.8 - Insurance - Workers Comp	-40.00	-13.88	-9.99	-7.20	-3.76	-2.18	-2.98	-40.00
659.8 - Insurance Expense - Other	11,673.10	4,051.14	2,914.92	2,101.16	1,097.21	637.60	871.06	11,673.10
675.1 - Office Supplies/Materials	9,159.56	3,178.82	2,287.26	1,648.72	860.95	500.31	683.50	9,159.56
675.10 - Travel	2,798.73	971.30	698.88	503.77	263.07	152.87	208.85	2,798.73
675.11 - Meals & Entertainment	1,333.40	462.76	332.97	240.01	125.33	72.83	99.50	1,333.40
675.14 - Dues/Subscriptions	13,039.76	4,525.44	3,256.19	2,347.16	1,225.67	712.25	973.05	13,039.76
675.15 - Rent Expenses	42,041.07	14,590.34	10,498.19	7,567.39	3,951.64	2,296.34	3,137.16	42,041.07
675.16 - Computer Supplies/Equipment	16,687.47	5,791.38	4,167.07	3,003.74	1,568.54	911.49	1,245.24	16,687.47
675.17 - Internet-Computer Services	6,740.04	2,339.13	1,683.07	1,213.21	633.53	368.15	502.95	6,740.04
675.19 - Repairs And Maintenance	1,108.90	384.84	276.91	199.60	104.23	60.57	82.75	1,108.90
675.2 - Telephone and Network	28,066.84	9,740.59	7,008.65	5,052.03	2,638.14	1,533.05	2,094.39	28,066.84
675.3 - Postage	37,482.52	13,008.29	9,359.86	6,746.85	3,523.16	2,047.35	2,797.00	37,482.52
675.4 - Permits/Licenses	5,723.71	1,986.41	1,429.28	1,030.27	538.00	312.64	427.11	5,723.71
675.5 - Utilities	1,787.97	620.51	446.48	321.83	168.06	97.66	133.42	1,787.97
675.8 - Bank Charges	726.60	252.17	181.44	130.79	68.30	39.69	54.22	726.60
675.9 - Penalties	4,694.93	1,629.37	1,172.38	845.09	441.30	256.44	350.34	4,694.93
634.8 - Management Fee	-544,840.00							0.00
637 - Direct Utility Fees	-119,602.87							0.00
734.8 - Management Fee	-706,230.30							0.00
737 - Direct Utility Fees	-197,887.03							0.00
	152,583.88	597,322.38	429,791.70	309,805.93	161,778.56	94,011.32	128,434.20	1,721,144.08
5% admin fee	86,057.20	29,866.12	21,489.58	15,490.30	8,088.93	4,700.57	6,421.71	86,057.20
Direct Utility Expenses (B&C Group)								
Wages	269,061.43							
Payroll Tax Expense	20,983.45							
Employee Benefits	31,938.52							
Postage	30,712.73							
Telephone	12,095.34							
Utilities	8,138.99							
	372,930.46							
Corp Expense Allocation	1,434,270.83	497,763.13	358,155.78	258,168.75	134,813.97	78,341.89	107,027.31	1,434,270.83
Direct Utility Expense Allocation	372,930.46	142,852.78	102,786.94	74,091.72		22,483.30	30,715.71	372,930.46
TOTAL 2022	CORP JE	W	358,155.78	129,084.38	134,813.97			622,054.12
		WW	497,763.13	129,084.37		78,341.89	107,027.31	812,216.71
	DIRECT JE	W	102,786.94	37,045.86				139,832.80
		WW	142,852.78	37,045.86		22,483.30	30,715.71	233,097.65
Booked Prior Months	CORP	W	313,472.27	113,373.13	117,994.58			544,839.99
		WW	432,253.49	113,373.13		67,584.67	93,019.06	706,230.35
	DIRECT JE	W	87,835.49	31,767.36				119,602.85
		WW	121,118.20	31,767.35		18,937.35	26,064.11	197,887.01
Monthly Entry	CORP JE	W	0.00	44,683.50	15,711.25	16,819.39	0.00	77,214.13
		WW	65,509.64	0.00	15,711.25	0.00	10,757.22	105,986.36
	DIRECT JE	W	0.00	14,951.45	5,278.51	0.00	0.00	20,229.95
		WW	21,734.58	0.00	5,278.50	0.00	3,545.95	35,210.65

ALLOCATION METHODOLOGY

	LLC	Southgate	Wedgfield	Alabama	Hampstead	Webb Creek	Total
Customers	6,736	4,783	3,532	1,800	1,065	1,432	19,348
cust %	34.81%	24.72%	18.26%	9.30%	5.50%	7.40%	

YTD November 2022

		LLC	Southgate	Wedgfield	Alabama	Hampstead	Webb Creek	Total
		34.81%	24.72%	18.26%	9.30%	5.50%	7.40%	100.00%
601.8 - Salaries & Wages	1,341,952.76	467,200.42	331,742.82	244,975.04	124,845.72	73,867.05	99,321.71	1,341,952.76
602.8 - Payroll Taxes	58,266.96	20,285.62	14,404.12	10,636.70	5,420.74	3,207.27	4,312.50	58,266.96
604.8 - Employee Benefits	135,081.35	47,028.53	33,393.33	24,659.26	12,567.01	7,435.48	9,997.75	135,081.35
605.8 - Payroll Expenses	6,851.40	2,385.31	1,693.73	1,250.73	637.41	377.13	507.09	6,851.40
620.8 - Supplies/Materials - Admin & General	2,790.94	971.66	689.95	509.49	259.65	153.63	206.57	2,790.94
632.8 - Professional Fees - Accounting	80,707.90	28,098.43	19,951.72	14,733.32	7,508.49	4,442.52	5,973.42	80,707.90
633.8 - Legal - Professional Fees	5,570.07	1,939.22	1,376.97	1,016.82	518.20	306.60	412.26	5,570.07
636.8 - Contractual Svcs - Others G&A	52,479.83	18,270.84	12,973.49	9,580.25	4,882.35	2,888.72	3,884.18	52,479.83
650.8 - Transportation Expenses	29,032.19	10,107.55	7,177.02	5,299.86	2,700.95	1,598.06	2,148.75	29,032.19
658.8 - Insurance - Workers Comp	25.00	8.70	6.18	4.56	2.33	1.38	1.85	25.00
659.8 - Insurance Expense - Other	14,959.72	5,208.22	3,698.18	2,730.91	1,391.75	823.45	1,107.21	14,959.72
675.1 - Office Supplies/Materials	10,917.55	3,800.94	2,698.92	1,993.01	1,015.69	600.95	808.04	10,917.55
675.10 - Travel	3,134.43	1,091.25	774.86	572.19	291.61	172.53	231.99	3,134.43
675.11 - Meals & Entertainment	1,593.13	554.65	393.84	290.83	148.21	87.69	117.91	1,593.13
675.14 - Gifts	413.54	143.97	102.23	75.49	38.47	22.76	30.61	413.54
675.14 - Dues/Subscriptions	14,543.09	5,063.17	3,595.18	2,654.86	1,352.99	800.52	1,076.38	14,543.09
675.15 - Rent Expenses	51,572.31	17,954.88	12,749.14	9,414.59	4,797.92	2,838.77	3,817.01	51,572.31
675.16 - Computer Supplies/Equipment	17,317.53	6,029.09	4,281.05	3,161.34	1,611.10	953.23	1,281.72	17,317.53
675.17 - Internet-Computer Services	8,912.02	3,102.72	2,203.13	1,626.90	829.11	490.56	659.60	8,912.02
675.19 - Repairs And Maintenance	1,108.90	386.06	274.13	202.43	103.16	61.04	82.07	1,108.90
675.2 - Telephone and Network	34,701.01	12,081.15	8,578.40	6,334.71	3,228.33	1,910.10	2,568.32	34,701.01
675.3 - Postage	54,238.85	18,883.24	13,408.33	9,901.37	5,046.00	2,985.55	4,014.37	54,238.85
675.4 - Permits/Licenses	6,490.28	2,259.59	1,604.46	1,184.81	603.81	357.25	480.36	6,490.28
675.5 - Utilities	2,170.02	755.49	536.45	396.14	201.88	119.45	160.61	2,170.02
675.8 - Bank Charges	883.80	307.69	218.48	161.34	82.22	48.65	65.41	883.80
675.9 - Penalties	4,694.93	1,634.54	1,160.63	857.06	436.78	258.43	347.48	4,694.93
634.8 - Management Fee	-622,054.14							0.00
637 - Direct Utility Fees	-139,832.83							0.00
734.8 - Management Fee	-812,216.65							0.00
737 - Direct Utility Fees	-233,097.67							0.00
	133,208.22	675,552.95	479,686.72	354,224.02	180,521.87	106,808.77	143,615.18	1,940,409.51
5% admin fee	97,020.48	33,777.65	23,984.34	17,711.20	9,026.09	5,340.44	7,180.76	97,020.48
Direct Utility Expenses (B&C Group)								
Wages	289,038.95							
Payroll Tax Expense	22,409.73							
Employee Benefits	35,060.38							
Postage	46,919.79							
Telephone	16,315.81							
Utilities	9,323.23							
	419,067.89							
Corp Expense Allocation	1,618,362.10	563,432.25	400,073.70	295,433.89	150,560.87	89,081.85	119,779.54	1,618,362.10
Direct Utility Expense Allocation	419,067.89	160,863.99	114,223.94	84,348.52		25,433.51	34,197.93	419,067.89
TOTAL 2022	CORP JE	W	400,073.70	147,716.95	150,560.87			698,351.52
		WW	563,432.25	147,716.95		89,081.85	119,779.54	920,010.58
								0.00
	DIRECT JE	W	114,223.94	42,174.26				156,398.20
		WW	160,863.99	42,174.26		25,433.51	34,197.93	262,669.69
								0.00
Booked Prior Months	CORP	W	358,155.78	129,084.38	134,813.97			622,054.12
		WW	497,763.13	129,084.37		78,341.89	107,027.31	812,216.71
								0.00
	DIRECT JE	W	102,786.94	37,045.86				139,832.80
		WW	142,852.78	37,045.86		22,483.30	30,715.71	233,097.65
								0.00
Monthly Entry	CORP JE	W	0.00	41,917.92	18,632.57	15,746.91	0.00	76,297.40
		WW	65,669.12	0.00	18,632.57	0.00	10,739.96	107,793.87
								0.00
	DIRECT JE	W	0.00	11,437.00	5,128.40	0.00	0.00	16,565.40
		WW	18,011.20	0.00	5,128.40	0.00	2,950.21	29,572.03

ALLOCATION METHODOLOGY

	LLC	Southgate	Wedgfield	Alabama	Hampstead	Webb Creek	Total
Customers		4,783	3,534	1	1,086		9,404
cust %	0.00%	50.86%	37.58%	0.01%	11.55%	0.00%	

reduce AL customer count to 1

YTD December 2022

	LLC	Southgate	Wedgfield	Alabama	Hampstead	Webb Creek	Total	
	0.00%	50.86%	37.58%	0.01%	11.55%	0.00%	100.00%	
601.8 - Salaries & Wages	1,479,045.58	0.00	752,262.34	555,821.68	157.28	170,804.29	0.00	1,479,045.58
602.8 - Payroll Taxes	67,742.37	0.00	34,454.67	25,457.42	7.20	7,823.08	0.00	67,742.37
604.8 - Employee Benefits	147,297.09	0.00	74,917.27	55,353.88	15.66	17,010.28	0.00	147,297.09
605.8 - Payroll Expenses	7,291.17	0.00	3,708.39	2,740.00	0.78	842.00	0.00	7,291.17
620.8 - Supplies/Materials - Admin & General	2,815.94	0.00	1,432.22	1,058.22	0.30	325.19	0.00	2,815.94
632.8 - Professional Fees - Accounting	97,354.94	0.00	49,516.02	36,585.75	10.35	11,242.82	0.00	97,354.94
633.8 - Legal - Professional Fees	5,582.07	0.00	2,839.12	2,097.73	0.59	644.63	0.00	5,582.07
636.8 - Contractual Svcs - Others G&A	64,540.07	0.00	32,825.94	24,254.00	6.86	7,453.27	0.00	64,540.07
650.8 - Transportation Expenses	35,055.08	0.00	17,829.48	13,173.61	3.73	4,048.26	0.00	35,055.08
658.8 - Insurance - Workers Comp	90.00	0.00	45.78	33.82	0.01	10.39	0.00	90.00
659.8 - Insurance Expense - Other	18,218.64	0.00	9,266.24	6,846.52	1.94	2,103.94	0.00	18,218.64
675.1 - Office Supplies/Materials	16,152.40	0.00	8,215.33	6,070.03	1.72	1,865.32	0.00	16,152.40
675.10 - Travel	3,248.28	0.00	1,652.12	1,220.70	0.35	375.12	0.00	3,248.28
675.11 - Meals & Entertainment	6,571.72	0.00	3,342.46	2,469.64	0.70	758.92	0.00	6,571.72
675.14 - Gifts	5,197.26	0.00	2,643.40	1,953.12	0.55	600.19	0.00	5,197.26
675.14 - Dues/Subscriptions	16,046.42	0.00	8,161.42	6,030.21	1.71	1,853.09	0.00	16,046.42
675.15 - Rent Expenses	62,182.86	0.00	31,627.03	23,368.17	6.61	7,181.05	0.00	62,182.86
675.16 - Computer Supplies/Equipment	18,405.33	0.00	9,361.20	6,916.68	1.96	2,125.50	0.00	18,405.33
675.17 - Internet-Computer Services	16,685.99	0.00	8,486.72	6,270.55	1.77	1,826.94	0.00	16,685.99
675.19 - Repairs And Maintenance	1,108.90	0.00	564.00	416.72	0.12	128.06	0.00	1,108.90
675.2 - Telephone and Network	40,977.19	0.00	20,841.55	15,399.13	4.36	4,732.16	0.00	40,977.19
675.3 - Postage	56,110.37	0.00	28,538.48	21,086.14	5.97	6,479.78	0.00	56,110.37
675.4 - Permits/Licenses	8,744.13	0.00	4,447.38	3,286.02	0.93	1,009.80	0.00	8,744.13
675.5 - Utilities	2,528.90	0.00	1,286.23	950.35	0.27	292.04	0.00	2,528.90
675.8 - Bank Charges	1,035.00	0.00	526.41	388.95	0.11	119.52	0.00	1,035.00
675.9 - Penalties	4,694.93	0.00	2,387.90	1,764.34	0.50	542.18	0.00	4,694.93
634.8 - Management Fee	-698,351.54							0.00
637 - Direct Utility Fees	-156,398.23							0.00
734.8 - Management Fee	-920,010.53							0.00
737 - Direct Utility Fees	-262,669.69							0.00
	147,292.64	0.00	1,111,179.11	821,013.37	232.32	252,297.83	0.00	2,184,722.63

5% admin fee	109,236.13	0.00	55,558.96	41,050.67	11.62	12,614.89	0.00	109,236.13
Direct Utility Expenses (B&C Group)								
Wages	314,120.52							
Payroll Tax Expense	24,176.67							
Employee Benefits	38,554.10							
Postage	47,018.52							
Telephone	19,396.44							
Utilities	10,394.74							
	453,660.99							
Corp Expense Allocation	2,280,297.77	0.00	1,159,789.90	856,930.28	242.48	263,335.11	0.00	2,280,297.77
Direct Utility Expense Allocation	363,660.99	0.00	184,982.51	136,677.44		42,001.05	0.00	363,660.99

additions for 500K PHOL alloc in 2022 less 150K B&C savings

				993,607.71				
TOTAL 2022	CORP JE	W	1,159,789.90	428,465.14	242.48			1,588,497.52
		WW	0.00	428,465.14	263,335.11	0.00		691,800.25
								0.00
	DIRECT JE	W	184,982.51	68,338.72				253,321.23
		WW	0.00	68,338.72	42,001.05	0.00		110,339.76
								0.00
Booked Prior Months	CORP	W	400,073.70	147,716.95	150,560.87			698,351.52
		WW	563,432.25	147,716.95		89,081.85	119,779.54	920,010.58
								0.00
	DIRECT JE	W	114,223.94	42,174.26				156,398.20
		WW	160,863.99	42,174.26		25,433.51	34,197.93	282,669.69
								0.00
Monthly Entry	CORP JE	W	759,716.20	280,748.20	-150,318.39	0.00	0.00	890,146.01
		WW	-563,432.25	0.00	280,748.19	0.00	174,253.26	-228,210.34
								0.00
	DIRECT JE	W	70,758.57	26,164.46	0.00	0.00	0.00	96,923.03
		WW	-160,863.99	0.00	26,164.46	0.00	16,587.53	-152,329.92

	Total	Water	Wastewater
Total Proforma Cost	993,608	496,804	496,804
Actual Cost	519,588	259,794	259,794
Increase	474,020	237,010	237,010

Water	237,010
Wastewater	237,010