JHDARBIE & CO.

Account Application And Agreement

To open and fund your new investment account(s), please provide all the information requested. Be sure to initial any corrections, cross-outs and white-outs. Any corrections to the Tax ID or SSN will require the submission of a new W9.

CLIENT RELATIONSHIP SUMMARY (FORM CRS) – This form provided by your adviser or broker contains important information about its services, fees, and conflicts of interest. Initial to acknowledge receipt of the CRS:

CLIENT (INITIAL HERE) MW DATE: 10/26/20 BROKER (INITIAL HERE) MM DATE: 11/11/2020

STEP 1. ACCOUNT INFORMATION

Account Title (Name of this account)		
Esousa Holdings LLC		
Account Number	**Broker Rep Code**	**Open Date** (mm/dd/yyyy)
JHDA-JHD-000023	VE04	

TYPE OF ACCOUNT	ADDITIONAL REQUIRED PAPERWORK
☐ Individual	
☐ Joint Tenant Are the account holders married to each other? ☐ Yes ☐ No Number of Tenants _____ Tenancy Clause ☐ Community Property ☐ Community Property with Rights of Survivorship ☐ Tenants in Common ☐ Tenants by Entirety ☐ Joint Tenants with Rights of Survivorship P %_____ J%_____	
☐ Custodial: ☐ UGMA ☐ UTMA State Code:	
☐ Trust: ☐ Revocable ☐ Irrevocable Additional Distinction: ☐ Testamentary ☐ Family ☐ Charitable ☐ Living	Copy of the Trust, Certificate of Trust
☐ Sole Proprietor	Declaration of Sole Propriety
☐ Corporation: ☐ C Corp ☐ S Corp	Corporate Certification, Articles of Incorporation
☑ LLC	LLC Resolution, Operating Agreement & Formation documents
☐ Non-Profit Organization	Formation documents/charter, Corporate Resolution, proof of 501(c)(3) status, and other entity document that may be required
☐ Partnership	Certificate of Partnership
☐ Estate – Person or Entity appointed to act on behalf of the account: ☐ Administrator ☐ Personal Representative Executor/ ☐ Executrix Number appointed to act on account _____	Copy of Death Certificate, Affidavit of Domicile, Letter of Testamentary or Court Appointment, other documents may be required.
☐ IRA ☐ Traditional ☐ Inherited IRA ☐ Rollover ☐ Roth ☐ Inherited Roth ☐ SEP ☐ SIMPLE ☐ Coverdell	Adoption Agreement and Plan Documents, Additional items may be needed depending on type of IRA
☐ Other: _____	e.g., Prime Custody account, Investment Club

If the owner is a non-US Person, the appropriate IRS form W-8 must be provided from the non-US Owner.

Clearing, custody or other brokerage services provided by Velocity Clearing LLC, Member FINRA and SIPC. Trademark(s) belong to their respective owners.

Account Number:	

STEP 2. PRIMARY ACCOUNT HOLDER INFORMATION

NOTE: Primary account holder may include owner, minor, ward, executor or entity.
On a UGMA/UTMA account the minor is the primary account holder, the custodian is the secondary account holder.

Complete for Accounts Owned by Individuals only – Do not use for authorized parties on Entity accounts (see STEP 3)

First Name	Middle Initial	Last Name	Social Security Number

Date of Birth (mm/dd/yyyy)	Gender	Marital Status	Dependents	Home
	☐ M ☐ F ☐ No Answer	☐ Married ☐ Single ☐ Divorced ☐ Widowed		☐ Own ☐ Rent

Complete for Accounts Owned by Entities only–Corporation, Estate, Trust, LLC, Partnership, Etc.

Entity Name (if applicable)	Formation Date	Tax Identification Number
Esousa Holdings, LLC	10/09/2009	- 271090555

Complete for all Account Types

Contact Information

Home or Mobile Phone	Business Phone	Foreign Phone	Email Address
917-509-6446	646-278-6785		Michael@Esousallc.com

Address(es)

Legal Address (no PO Box)	Address 1: 211 East 43rd Street	Address 2:	
	City: NYC	State: New York	Zip Code: 10017
	Country:	Province:	Foreign Postal Code:
Mailing Address (if different from Legal)	Address 1:	Address 2:	
	City:	State:	Zip Code:
	Country:	Province:	Foreign Postal Code:
Previous LegalAddress (if Legals less than 6 months old)	Address 1:	Address 2:	
	City:	State:	Zip Code:
	Country:	Province:	Foreign Postal Code:

Citizenship

Please check only one:
Proof of address is required for each non-US Person and US Citizens living abroad. Non-Resident Alien must provide a valid Government ID and a form W-8

☒ U.S. ☐ U.S. Resident Alien ☐ Non-Resident Alien

Country of legal and tax resident:
☒ U.S ☐ Other (specify)

USA Patriot Act Information (Required by Federal Law)

All applicants must provide the information below. Non-Resident aliens must also include a completed W-8.
☒ Driver's License ☐ Passport ☐ State ID ☐ Foreign Tax ID ☐ Other Government-issued ID

Place/Country of Issuance	ID No:	Issue Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)
New York/U.S	912717228	6/26/2017	02/12/2025

Employment and Industry Affiliations

☐ Employed ☒ Self-Employed ☐ Retired ☐ Unemployed ☐ Homemaker ☐ Student
If Employed/Self-Employed is indicated, please complete all employment fields.
If Retired or Unemployed is indicated, please indicate former Employer & Occupation.

Employer Name	Years Employed	Phone Number	Occupation	Business Nature
Esousa Holdings, LLC	11	646-278-6785	Finance	Investments

Employer's Address	City	State	Zip Code
211 East 43rd Street	NYC	New York	10017

Country	Province	Foreign Postal Code
U.S		

If not employed state reason :

Clearing, custody or other brokerage services provided by Velocity Clearing LLC, Member FINRA and SIPC. Trademark(s) belong to their respective owners.

Account Number:	

Industry and Other Affiliations

Are you, your spouse, or any other immediate family members, including parents, in-laws, siblings or dependents:

☐ Yes ☒ No — **Employed by or associated with the securities industry (for example, a sole proprietor, partner, officer, director, branch manager, registered representative or other associated person of a broker-dealer firm) or a financial services regulator?**

IF CHECKED YES, OBTAIN AND ATTACH THE COMPLIANCE OFFICER'S LETTER OF APPROVAL

If yes, please specify entity below. If this entity requires its approval for you to open this account, please provide a copy of the required authorization letter (with this Application).

☐ Broker Dealer or Municipal Securities Dealer ☐ Investment Adviser
☐ FINRA or other Self-Regulatory Organazation ☐ State or Federal Securities Regulator

Name of Entity(ies): _____

☐ Yes ☒ No — **An officer, director or 10% (or more) shareholder in a publicly owned company?**

What is your title? ☐ 10% shareholder ☐ CEO ☐ CFO ☐ COO ☐ Other Officer

Name of Company and Symbol: _____

☐ Yes ☒ No — **A former or current senoir military, governmental or political offical in a non-US country?**

Name of country: _____

STEP 3. SECONDARY ACCOUNT HOLDER INFORMATION

NOTE: Secondary account holder may include additional account owners, custodian, conservator, guardian or Trustee/Officer. On a UGMA/UTMA account the minor is the primary account holder, the custodian is the secondary account holder.

Complete for Joint Account Holders, Custodians, Trustees, Authorized Parties

First Name	Middle Initial	Last Name	Social Security Number
Michael		Wachs	095549675

Date of Birth (mm/dd/yyyy)	Gender	Marital Status	Dependents	Home
02/12/1963	☑ M ☐ F ☐ No Answer	☑ Married ☐ Single ☐ Divorced ☐ Widowed	6	☑ Own ☐ Rent

Complete for all Account Types

Contact Information

Home or Mobile Phone	Business Phone	Foreign Phone	Email Address
917-509-6446	646-278-6785		Michael@esousallc.com

Address(es)

Physical Address (no PO Box)	Address 1: 18 Dolma Road	Address 2:	
	City: Scarsdale	State: NY	Zip Code: 10583
	Country: United States	Province:	Foreign Postal Code:
Mailing Address (if different from Physical)	Address 1:	Address 2:	
	City:	State:	Zip Code:
	Country:	Province:	Foreign Postal Code:
Previous Physical Address (if Physical is less than 6 months old)	Address 1:	Address 2:	
	City:	State:	Zip Code:
	Country:	Province:	Foreign Postal Code:

Citizenship

Please check only one:

Proof of address is required for each non-US Person and US Citizens living abroad. Non-Resident Alien must provide a valid Government ID and a form W-8

☑ U.S. ☐ U.S. Resident Alien ☐ Non-Resident Alien

Country of legal and tax resident:

☑ U.S. ☐ Other (specify) _____

CONTINUED NEXT PAGE

Clearing, custody or other brokerage services provided by Velocity Clearing LLC, Member FINRA and SIPC. Trademark(s) belong to their respective owners.

Account Number:

USA Patriot Act Information (Required by Federal Law)

All applicants must provide the information below. Non Resident aliens must also include a completed W-8.

☑ Driver's License ☐ Passport ☐ State ID ☐ Foreign Tax ID ☐ Other Government Issued ID

Place, Country of Issuance	ID No	Issue Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)
New York	912717228	6/26/2017	02/12/2025

Employment and Industry Affiliations

☐ Employed ☑ Self Employed ☐ Retired ☐ Unemployed ☐ Homemaker ☐ Student If not employed state reason: _____

If Employed/Self Employed is indicated, please complete all employment fields.

If Retired or Unemployed is indicated, please indicate former Occupation

Employer Name	Years Employed	Phone Number	Occupation	Business Nature
Esousa Holdings LLC	11	646-278-6785	Financial Services	Investments

Employer's Address	City	State	Zip Code
211 East 43rd Street	NYC	New York	10017

Country	Province	Foreign Postal Code
United States		

Industry and Other Affiliations

Are you, your spouse, or any other immediate family members, including parents, in-laws, siblings or dependents:

☐ Yes ☑ No — **Employed by or associated with the securities industry (for example, a sole proprietor, partner, officer, director, branch manager, registered representative or other associated person of a broker-dealer firm) or a financial services regulator?**

IF CHECKED YES, OBTAIN AND ATTACH THE COMPLIANCE OFFICER'S LETTER OF APPROVAL

If yes, please specify entity below. If this entity requires its approval for you to open this account, please provide a copy of the required authorization letter (with this Application).

☐ Broker-Dealer or Municipal Securities Dealer ☐ Investment Adviser
☐ FINRA or other Self-Regulatory Organization ☐ State or Federal Securities Regulator

Name of Entity(ies): _____

☐ Yes ☑ No — **An officer, director or 10% (or more) shareholder in a publicly-owned company?**

What is your title? ☐ 10% shareholder ☐ CEO ☐ CFO ☐ COO ☐ Other Officer

Name of company and symbol: _____

☐ Yes ☑ No — **A former or current senior military, governmental or political official in a non-US country?**

Name of country: _____

STEP 4. ACCOUNT FUNDING AND FEATURES

Initial Funding Source

What is the initial source of funds for this account? If you are transferring assets from another financial institution, please indicate the origin of those investments.

☑ Investments ☐ Compensation ☐ Retirement Assets ☐ Gift ☐ Donations
☐ Insurance Payout ☐ Inheritance ☐ Social Security Benefits ☐ Legal Settlement ☐ Spouse/Parent
☐ Business Revenue ☐ Sale of Business or Property ☐ Other (Specify) _____

Money Fund Instructions

☑ DREYFUS GOVERNMENT CASH MANAGEMENT FUND
☐ Do not sweep to DREYFUS GOVERNMENT CASH MANAGEMENT FUND

Disclaimer: By initialing this document, I represent my consent and authorization to participate in the chosen Sweep Program. I acknowledge that I have read and understand the terms and conditions of the Sweep Program included in the Customer Agreement.

PRIMARY M.W (INITIALS REQUIRED)

Dividend Standing Instructions

Cash Options (select one)
☑ Deposit into free credit balance
☐ Dividends mailed weekly to client
☐ Dividends mailed semi-monthly to client
☐ Dividends mailed monthly to client

Dividend Reinvestment (select one)
☑ Cash dividends – Opt-in for Reinvestment
☐ No Reinvestment
☐ Reinvestment all – Opt-out for Cash dividends

Trading Privileges

☑ Cash	
☐ Margin (not available for all account types)	I understand that margin privileges are granted by JH Darbie & Co. in its sole discretion under the Terms and Conditions of this Account Application and Agreement. A separate Margin Account Agreement is also required.
☐ Options (not available for all account types)	I understand that option privileges are granted by JH Darbie & Co. in its sole discretion under the Terms and Conditions of this Account Application and Agreement. A separate Option Account Agreement is also required.

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Account Number:

STEP 5. ACCOUNT INVESTMENT PROFILE

Annual Income $	Net Worth $ (excluding residence)	Liquid Net Worth $	Risk Tolerance	Tax Bracket
☐ Under $25,000	☐ Under $50,000	☐ Under $25,000	☐ Low	☐ 0%
☐ $25,001 - $50,000	☐ $50,001 - $100,000	☐ $25,001 - $50,000	☐ Moderate	☐ 10%
☐ $50,001 - $100,000	☐ $100,001 - $500,000	☐ $50,001 - $100,000	☐ Aggressive	☐ 12%
☐ $100,001 - $200,000	☐ $500,001 - $1 million	☐ $100,001 - $200,000	☑ Speculative	☐ 22%
☐ $200,001 - $500,000	☐ $1,000,001 - $3 million	☐ $200,001 - $500,000		☐ 24%
☐ $500,001 - $1 million	☑ Over $3 million	☐ $500,001 - $1 million		☐ 32%
☑ Over $1 million		☐ $1,000,001 - $3 million		☐ 35%
		☑ Over $3 million		☑ 37%

Estimated Value of Investments	Liquidity Needs :	Time Horizon	Annual Expenses	
☐ under $10,000	☐ less than 1 year	☐ Undefined less	☐ $50,000 and under	
☐ up to $24,000	☐ 1 - 5 years	☑ than 1 year	☐ $50,001 - $100,000	
☐ up to $50,000	☐ 5 -10 years	☐ 1 - 5 years	☐ $100,001 - $250,000	
☐ up to $200,000	☐ 10 - 15 years	☐ 5 -10 years	☐ $250,001 - $500,000	
☐ under $500,000	☐ Over 15 years	☐ 10 - 15 years	☑ Over $500,000	
☑ Over $500,000	☑ Not applicable	☐ Over 15 years	**Investment Knowledge**	
			☐ Limited	
			☐ Good	
			☑ Excellent	

Investment Objective : Rank in order of importance 1-6 (1 being the most important)

[6] Current Income (A) - Preservation of capital with a primary consideration on current income

[5] Balanced (F)- A balance between capital appreciation and current income with the primary consideration being current income

[4] Growth & Income (G) - A balance between capital appreciation and current income with the primary consideration being capital appreciation

[3] Growth (H) - Capital appreciation through quality equity investment and little or no income

[2] Maximum Growth (I) - Maximum capital appreciation with higher risk and little to no income.

[1] Speculation (J)- Maximum total return potential, involving a higher degree of risk through investment in a broad spectrum of securities.

Investment Experience	Years of Experience			Transactions per year		
Mutual Funds/Exchange Traded Funds	☐ 0	☐ 1 - 5	☑ Over 5	☑ 0 - 5	☐ 6 - 15	☐ Over 15
Individual Stocks	☐ 0	☐ 1 - 5	☑ Over 5	☐ 0 - 5	☐ 6 - 15	☑ Over 15
Bonds	☐ 0	☐ 1 - 5	☑ Over 5	☑ 0 - 5	☐ 6 - 15	☐ Over 15
Options	☐ 0	☐ 1 - 5	☑ Over 5	☑ 0 - 5	☐ 6 - 15	☐ Over 15
Securities Futures	☐ 0	☐ 1 - 5	☑ Over 5	☑ 0 - 5	☐ 6 - 15	☐ Over 15
Annuities	☐ 0	☐ 1 - 5	☑ Over 5	☑ 0 - 5	☐ 6 - 15	☐ Over 15
Alternative (structured products, hedge funds,	☐ 0	☐ 1 - 5	☑ Over 5	☑ 0 - 5	☐ 6 - 15	☐ Over 15
etc.) Margin	☐ 0	☐ 1 - 5	☑ Over 5	☑ 0 - 5	☐ 6 - 15	☐ Over 15
Short Sales	☐ 0	☐ 1 - 5	☑ Over5	☐ 0 - 5	☐ 6 - 15	☑ Over 15

STEP 6. TRUSTED CONTACT

By choosing to provide information for a Trusted Contact Person ("TCP"), you authorize your Agent to contact and to disclose information about you and your account(s) to the TCP.

- Provide the TCP with information about you or your account(s), but does not provide the TCP with the ability to transact on your account(s) Inquire
- about your current contact information or health status
- Inquire if another person or entity has legal authority to act on your behalf (e.g. legal guardian or conservator, executor, trustee, or holder of a power of attorney)

The TCP must be at least 18 years old, must be someone other than an account owner and cannot be your Investment Advisor and or your Agent. The Agent may provide the TCP information about you or your account(s), but does not allow the TCP the ability to transact on your account(s).

☑ I decline to identify a Trusted Contact at this time.

Name (First, Middle Initial, Last)	Relationship	
Primary Telephone Number	Email Address	
Mailing Address		
City	State	Zip Code
Country	Province	Foreign Postal Code

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Account Number:

STEP 7. W-9 CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct Social Security Number or Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a US citizen or other US person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Definition of a US Person

For federal tax purposes, you are considered a US person if you are:

- An individual who is a US citizen or US resident alien,
- A partnership, corporation, company or association created or organized in the United State or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in IRS Regulations section 301.7701-7)

Certification instructions.

You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. If you are an exempt payee (if you are unsure, please consult your tax professional), enter your exempt payee code (if any) here: _____

If you are exempt from FATCA reporting (if you are unsure, please consult your tax professional), enter your exemption from FATCA reporting code (if any) here: _____

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT SECURITIES NOT FULLY PAID FOR MAY BE LOANED TO JH Darbie & Co. OR LOANED OUT TO OTHERS.

PLEASE NOTE THAT THIS ACCOUNT APPLICATION AND AGREEMENT CONTAINS A PREDISPUTE ARBITRATION AGREEMENT IN THE TERMS AND CONDITIONS ACCOMPANYING THIS ACCOUNT APPLICATION AND AGREEMENT. YOU ACKNOWLEDGE RECEIVING A COPY OF THIS ACCOUNT APPLICATION AND AGREEMENT.

STEP 8. SIGNATURES

To help the government fight the funding of terrorism and money laundering activities, federal laws require all financial organizations to obtain, verify and record information that identifies each person who opens an account. That means that JH Darbie & Co. will ask for your name, address, date of birth and other information that will allow us to identify you. We may also require a copy of your driver's license or other government-issued identifying document.

By signing this Account Application and Agreement , you affirm that you are of full legal age in the state of jurisdiction in which you reside and have the capacity to enter into this Account Application and Agreement . You further affirm that you have read, understood and agree to the Terms and Conditions attached to this Account Application and Agreement.

ACCOUNT HOLDER/TRUSTEE/CORPORATE OFFICER SIGNATURE

Account Owner Signature	Print Name	Date
× M. Wachs	Michael Wachs	10/26/20
Account Co-Owner Signature ×	Print Name	Date

APPROVALS

Broker Signature	Print Name	Date
×	Mackey McFarlane	11/11/2020
Principal Signature ×	Print Name Xavier Vicuña	Date 11/16/2020

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NEW YORK STATE
DRIVER LICENSE
USA
ID 912 717 228
Class D
WACHS
MICHAEL
18 DOLMA RD
SCARSDALE, NY 10583
Sex M Height 5'-09" Eyes BRO
DOB 02/12/1963
Expires 02/12/2025
E NONE
R B
Issued 06/26/2017
FEB 63
EXCELSIOR

From: Michael Wachs
To: Mackey Mcfarlane
Subject: Response to MIS alerts
Date: Thursday, November 12, 2020 7:51:39 AM

Hi Mackey,

In the early 1990's, I was hired by Chase Manhattan Bank (now JP Morgan) as part of their investment bank as the firm pushed to compete with Wall Street firms for fee income business. Shortly thereafter, they moved the bankers out of the bank and into a newly created entity called Chase Securities, a wholly-owned subsidiary of the bank. In connection with that, they required each of their employees to register to work in the securities business, so I took my series 7, 63 and 24 exams. I was in charge of running the bank's asset-based finance business. My business was responsible for working with large corporations that wanted to raise capital through the sale and leaseback of their assets in privately placed transactions with institutional investors. These were not securities. They were not registered. There was nothing that was tradeable. I have never, in any form, sold securities to the public or otherwise. I have never acted as a broker. I held licenses solely because the bank moved all of its fee-generating investment banking businesses into Chase Securities.

In 1995, I was under extreme financial pressure, having lost millions of dollars to bookmakers that I couldn't pay, through reckless and out of control gambling. Late in the year, the bank decided that it wanted to exit its own leasing portfolio as its tax position had changed and it would no longer be able to use the deductions, making holding the assets uneconomic. It placed me in charge of holding an auction and selling those assets. I discussed with my friend, who had expertise in the sale of transportation assets like rolling stock and aircraft, the idea of making a bid for the bank's assets, as I thought few parties would be interested in buying the entire portfolio. He agreed to give me a 20% interest in the profitability of the transaction, and I intended to use the proceeds to pay bookies who were increasingly threatening my family and me to repay the lost money. Although I was earning a substantial income, I couldn't repay the debt in a time they found acceptable. I failed to disclose to the bank, in what was a serious lapse of judgment, that I had an interest in what proved to be the winning bidder.

The bidder paid Chase $20.8 million to acquire the entire portfolio, and received title to the portfolio of assets. Several months later, somebody in the bank's compliance department routinely audited the transaction, found it to be unusual that a newly created entity purchased the assets, and reported it. The regulators became involved, and I was ultimately charged with one count of bank fraud. I ended up pleading guilty to one count of bank fraud in the amount of $20.8 million, which represented the total sale price. As the regulators stepped in before any of the assets were disposed of, the transaction was invalidated and

the investor received its money back and the bank took back its assets. The government agreed that it would join in requesting a departure, from the sentencing guidelines in effect at that time, for pathological gambling, and the judge imposed a 16-month sentence to be served at the Gambler's Treatment Center, on an outpatient basis, in Bethesda, Maryland. This was a private treatment facility that was owned by Valerie Lorenz. I spent 11 months in treatment there before being released. There was no restitution ordered, as there was no financial loss to any party. That occurred in 1996. Under the ban that I accepted, I could reapply for my license after 5 years. Since I do not work for an entity that requires licensing, I have never reapplied.

While I constantly live with regret for the mistake that I made, I have never had any other regulatory issues either prior to that point, or in the 25 years subsequently. I have made filings with the SEC since 2011, and have been listed in numerous registration statements it has cleared. I have done financings with more than 50 companies during that period. McDermott Will, one of the largest law firms in the country, is my counsel. I have worked with the partner there, Bob Cohen, for more than a decade. I have been married for nearly 20 years, have four kids and live in Westchester, New York in the same home I have lived in for 15 years.

CEOcast has been out of business since I became active in making investments and its operations were not run by me when it was in business. It never participated in any situation where its compensation was tied to the performance of a stock.

I have banked at Wells Fargo for many years where I also have brokerage accounts. In addition, I have brokerage accounts at Dawson James (clears through StoneX Funancial), Ascendiant Capital Markets (clears through COR), Alexander Capital (clears through RBC) and Glendale Securities (clears through Wilson Davis).

I would be happy to answer any questions, or provide more information to your firm.

Respectfully,

Michael Wachs
Esousa Holdings, LLC.
211 East 43rd Street
Suite 402
New York, NY 10017
(917) 509-6446
michael@esousallc.com

mwe.com

Robert Cohen
Attorney at Law
rcohen@mwe.com
+1 212 547 5885

November 27, 2020

Michael Wachs
Managing Director
Crede
211 East 43rd Street
4th Floor
NY, NY 10017

Letter of attestation from partner at McDermott Will

Dear Michael:

I have known Michael Wachs for more than 10 years as a client of the law firm McDermott Will & Emery and my predecessor law firm Greenberg Traurig, during which period I have been a partner in the corporate and transactions groups. Michael has at all such times been a valued client of said firms for whom we have undertaken significant legal representations. Please do not hesitate to contact me if you require any additional information.

Sincerely,

Robert Cohen

From: Michael Wachs
To: Mackey Mcfarlane
Subject: Letter of attestation from partner at McDermott Will
Date: Thursday, November 12, 2020 7:53:34 AM

From: Cohen, Robert <RCohen@mwe.com>
Sent: Thursday, October 29, 2020 4:27 PM
To: Michael Wachs <michael@esousallc.com>
Subject:

I have known Michael Wachs for more than 10 years as a client of the law firm McDermott Will & Emery and my predecessor law firm Greenberg Traurig, during which period I have been a partner in the corporate and transactions groups. Michael has at all such times been a valued client of said firms for whom we have undertaken significant legal representations. Please do not hesitate to contact me if you require any additional information. Best regards, Robert Cohen.

ROBERT H. COHEN
Partner
McDermott Will & Emery LLP 340 Madison Avenue, New York, NY 10173-1922
Tel +1 212 547 5885 | **Mobile** +1 914 329 6625 | **Email** rcohen@mwe.com
Biography | **Website** | **vCard** | **Twitter** | **LinkedIn**

Chambers USA Tier 1 2020
Healthcare
Food & Beverages

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****

Please visit http://www.mwe.com/ for more information about our Firm.

Platinum Business Checking

ESOUSA HOLDINGS LLC
211 E 43RD ST FL 4
NEW YORK NY 10017-4707

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted
1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833
En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (348)
P.O. Box 6995
Portland, OR 97228-6995

Your Business and Wells Fargo

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Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking	☑
Online Statements	☑
Business Bill Pay	☑
Business Spending Report	☑
Overdraft Protection	☐

IMPORTANT ACCOUNT INFORMATION

We're making important changes to the terms and conditions of several of our accounts. If these changes affect you, a detailed message is included below your transaction detail for each impacted account.

Statement period activity summary

Beginning balance on 9/1	$1,129,434.33
Deposits/Credits	7,500,013.57
Withdrawals/Debits	- 3,767,493.50
Ending balance on 9/30	**$4,861,954.40**
Average ledger balance this period	$1,650,865.65

Account number: **7058593125**

ESOUSA HOLDINGS LLC

New York account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 026012881

For Wire Transfers use
Routing Number (RTN): 121000248

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Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo branch.

Interest summary

Interest paid this statement	$13.57
Average collected balance	$1,650,865.65
Annual percentage yield earned	0.01%
Interest earned this statement period	$13.57
Interest paid this year	$306.56

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
9/1		Wire Trans Svc Charge - Sequence: 200901041463 Srf# Trn#200901041463 Rfb#		30.00	
9/1		WT 200901-041463 Bank of America, NE /Bnf=Trenton Edward Atwood Srf# Trn#200901041463 Rfb#		189,500.00	
9/1	1040	Check		1,800.00	938,104.33
9/2		WT Seq#80291 Td Ameritrade Clearing /Org=Esousa Holding LLC LLC Attn Michae Srf# Ec20090257190397 Trn#200902080291 Rfb# 21208305	1,000,000.00		
9/2		Wire Trans Svc Charge - Sequence: 200902060131 Srf# Trn#200902060131 Rfb#		30.00	
9/2		WT 200902-060131 Fifth Third Bank, N /Bnf=Cantone Asset Management, LLC Srf# Trn#200902060131 Rfb#		864,271.95	1,073,802.38
9/3		Wire Trans Svc Charge - Sequence: 200903116157 Srf# Trn#200903116157 Rfb#		30.00	
9/3		WT 200903-116157 Bank of America, NE /Bnf=Jose Ricardo Fallas Freer Srf# Trn#200903116157 Rfb#		48,000.00	1,025,772.38
9/8		Wire Trans Svc Charge - Sequence: 200908175088 Srf# Trn#200908175088 Rfb#		30.00	
9/8		WT Fed#06691 Jpmorgan Chase Ban /Ftr/Bnf=National Financial Services LLC Srf# Trn#200908175088 Rfb#		50,000.00	975,742.38
9/10		WT Seq116812 Fidelity Natl Title Age /Bnf=, Inc Srf# Trn#200910116812 Rfb#		307,000.00	668,742.38
9/11		Wire Trans Svc Charge - Sequence: 200911150143 Srf# Trn#200911150143 Rfb#		30.00	
9/11		WT 200911-150143 Bank of America, NE /Bnf=Sh Living Trust Srf# Trn#200911150143 Rfb#		190,000.00	
9/11	<	Business to Business ACH Debit - American Express ACH Pmt 200911 W9270 Esousa Holdings LLC		17,124.80	461,587.58
9/16		WT Seq155500 Juan M Gomez /Bnf= Srf# Trn#200916155500 Rfb#		49,000.00	412,587.58
9/17		Wire Trans Svc Charge - Sequence: 200917118695 Srf# Trn#200917118695 Rfb#		30.00	
9/17		WT 200917-118695 Bank of America, NE /Bnf=Sh Living Trust Srf# Trn#200917118695 Rfb#		140,000.00	272,557.58
9/21		Wire Trans Svc Charge - Sequence: 200921173907 Srf# Trn#200921173907 Rfb#		30.00	
9/21		WT 200921-173907 Bank of America, NE /Bnf=Sh Investments LLC Srf# Trn#200921173907 Rfb#		194,000.00	
9/21		Tesla 13 Web Pymnt xxxxx1402 Esousa Holdings LLC		1,139.08	77,388.50
9/22		WT Seq#58100 Td Ameritrade Clearing /Org=Esousa Holding LLC LLC Attn Michae Srf# Ec20092229812196 Trn#200922058100 Rfb# 21295809	500,000.00		

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Transaction history (continued)

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
9/22	1028	Check		4,100.00	573,288.50
9/23		Wire Trans Svc Charge - Sequence: 200923141563 Srf# Trn#200923141563 Rfb#		45.00	
9/23		WT 200923-141563 Bank of Nova Scotia /Bnf=6967787 Canada Inc Srf# Trn#200923141563 Rfb#		70,000.00	503,243.50
9/24		American Express ACH Pmt 200924 M5202 Esousa Holdings LLC		18,219.70	485,023.80
9/25		WT Seq#90550 Td Ameritrade Clearing /Org=Esousa Holding LLC LLC Attn Michae Srf# Ec20092509902047 Trn#200925090550 Rfb# 21311741	6,000,000.00		
9/25		Wire Trans Svc Charge - Sequence: 200925054419 Srf# Trn#200925054419 Rfb#		30.00	
9/25		Wire Trans Svc Charge - Sequence: 200925101096 Srf# Trn#200925101096 Rfb#		30.00	
9/25		WT Fed#06710 Northfield Bank /Ftr/Bnf=Rbl Capital Group LLC Srf# Trn#200925054419 Rfb#		434,720.00	
9/25		WT Fed#00171 E Trade Securities /Ftr/Bnf=Jim Fallon Srf# Trn#200925101096 Rfb#		150,000.00	
9/25		Unipay Wannacomet 20200923407025 Esousa Holdings LLC		0.25	
9/25		Ngrid04 Ngrid04Web 092520 6845468006 Esousa Holdings LLC		74.77	
9/25		Ngrid04 Ngrid04Web 092520 2945827003 Esousa Holdings LLC		1,431.36	
9/25		Wannacomet Water Water 20200923407025 Esousa Holdings LLC		2,293.64	5,896,443.78
9/28		Con Ed of NY Intell Ck 200925 555712147500010 Rachel Wachs		1,989.29	
9/28	1058	Check		12,453.66	5,882,000.83
9/30		Wire Trans Svc Charge - Sequence: 200930168403 Srf# Trn#200930168403 Rfb#		30.00	
9/30		Wire Trans Svc Charge - Sequence: 200930166995 Srf# Trn#200930166995 Rfb#		30.00	
9/30		WT 200930-168403 Bank of America, NE /Bnf=Sh Living Trust Srf# Trn#200930168403 Rfb#		170,000.00	
9/30		WT Fed#05513 First National Ban /Ftr/Bnf=Dpw Holdings, Inc Srf# Trn#200930166995 Rfb#		850,000.00	
9/30		Interest Payment	13.57		4,861,954.40
Ending balance on 9/30					**4,861,954.40**
Totals			**$7,500,013.57**	**$3,767,493.50**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

< ***Business to Business ACH:****If this is a business account, this transaction has a return time frame of one business day from post date. This time frame does not apply to consumer accounts.*

Summary of checks written *(checks listed are also displayed in the preceding Transaction history)*

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
1028	9/22	4,100.00	1040 *	9/1	1,800.00	1058 *	9/28	12,453.66

* *Gap in check sequence.*

Monthly service fee summary

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 09/01/2020 - 09/30/2020	Standard monthly service fee $40.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
· Average ledger balance	$25,000.00	$1,650,866.00 ☑

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Monthly service fee summary (continued)

How to avoid the monthly service fee	Minimum required	This fee period
· Combined balance in linked accounts, which may include - Average ledger balance in business checking, savings, and Time Accounts (Cds) - Most recent statement balance in eligible Wells Fargo business credit cards and lines of credit, and combined average daily balance from the previous month in eligible Wells Fargo business and commercial loans and lines of credit - For complete details on how you can avoid the monthly service fee based on your combined balances please refer to page 10 of the Business Account Fee and Information Schedule at www.wellsfargo.com/biz/fee-information	$40,000.00	☑

WK/WK

Account transaction fees summary

Service charge description	*Units used*	*Units included*	*Excess units*	*Service charge per excess units ($)*	*Total service charge ($)*
Cash Deposited ($)	0	20,000	0	0.0030	0.00
Transactions	11	500	0	0.50	0.00
Total service charges					**$0.00**

IMPORTANT ACCOUNT INFORMATION:

Your Wells Fargo Platinum Business Checking account is changing.

Effective November 9, 2020, the name of your account will change to Navigate Business Checking (SM). Other changes to your account are listed below.

Effective with the fee period beginning after October 8, 2020, the monthly service fee is being lowered from $40 to $25. The $25 monthly service fee can be avoided with ONE of the following options each fee period:

- Maintain a $10,000 minimum daily balance
- Maintain $15,000 or more in average combined business deposit balances*
-- The combined balance option to avoid the monthly service fee no longer includes your credit balances.

If you do not meet one of the options above, the monthly service fee will be charged for fee periods ending on or after November 9, 2020.

Effective with the fee period beginning after October 8, 2020, other features of your account will change:

- Your account will include fewer Transactions at no charge, decreasing from 500 to 250 each fee period. The fee for Transactions over 250 each fee period remains at $0.50 each.
- The definition of Transactions is changing to include all checks deposited and all withdrawals or debits posted to your account, including paper and electronic, except debit card purchases and debit card payments.

In addition, effective with the fee period beginning after November 8, 2020, we're pleased to introduce new benefits with your account:

- No Overdraft Protection Transfer Fee from eligible savings account
- No fee for the first two outgoing domestic wires each fee period**. Your account will continue to include no fees for incoming domestic (U.S.) and international U.S./foreign currency wires.

WELLS FARGO

Fee Period: The fee period is the period used to calculate monthly fees. Your statement includes a monthly service fee summary with the dates of the fee period. The monthly service fee summary is also available through Wells Fargo Business Online® or Wells Fargo Mobile®.

What remains the same:
- The Business Fee and Information Schedule and Deposit Account Agreement, as amended, continue to apply.

If you have questions about these changes, please contact your local banker or call the number listed on this statement.

Thank you for banking with Wells Fargo. We appreciate your business.

*Combined business deposit balances include the average ledger balance in your Navigate Business Checking account plus other qualifying linked accounts:
- Your business checking accounts: Initiate Business Checking (SM), Additional Navigate Business Checking (SM), Business Choice Checking, and Business Checking Plus, **PLUS**
- Your business savings accounts: Business Market Rate Savings, Business Platinum Savings, and Business High Yield Savings, **PLUS**
- Your business time accounts (CDs): Business Time Account (CD) and Business Step Rate Time Account (CD)

Your Navigate Business Checking account cannot be linked to another Navigate Business Checking account to qualify for a monthly service fee waiver. In addition, accounts linked to your Navigate Business Checking account to qualify for a monthly service fee waiver, such as a Business Market Rate Savings account, cannot simultaneously be linked to another Navigate Business Checking account to qualify for a monthly service fee waiver.
**If your account is converted into a Navigate Business Checking from another account, this benefit will start after your current fee period ends .

IMPORTANT ACCOUNT INFORMATION

Effective June 1, 2020, the Deposit Account Agreement has been updated.

In the section of the Deposit Account Agreement titled "Available balance, posting order, and overdrafts," the second bullet of the paragraph titled "Then, we sort your transactions into categories before we process them" under the subsection titled "How do we process (post) transactions to your account?" is deleted and replaced with the following: "Then, we process withdrawals/payments we have previously authorized and cannot return unpaid, such as debit card purchases, ATM withdrawals, account transfers, Online Bill Pay transactions, and teller-cashed checks. If we receive more than one of these transactions for payment from your account, we will generally sort and pay them based on the date and time you conducted the transactions. For a debit card transaction, if a merchant does not seek authorization from the Bank at the time of the transaction or you conducted the transaction more than 10 business days before we receive it for payment, we will use the date the transaction is received for payment from your account. For some transactions, such as Online Bill Pay transactions or teller-cashed checks, the time may be assigned by our systems and may vary from the time it was conducted. Multiple transactions that have the same time will be sorted and paid from lowest to highest dollar amount."

For questions, please call the number listed on your statement.

IMPORTANT ACCOUNT INFORMATION

Regulation D and Wells Fargo withdrawal and transfer restrictions on all savings accounts have been discontinued.

The Federal Reserve Board recently removed Regulation D's six transaction limit on certain withdrawals and transfers from savings accounts, and allowed banks to suspend enforcement of that limit at each bank's discretion. Your Deposit Account Agreement states

that both Regulation D and Wells Fargo limit certain types of withdrawals and transfers from a savings account to a combined total of six per monthly fee period. This message is to advise you that these limits were removed in May 2020. We have also discontinued charging the related excess activity fees, and have ceased account conversions and account closures related to the six withdrawal or transfer limit.

While it will take a period of time to update our disclosures and other materials, the changes described above apply to your account immediately and allow you to make withdrawals and transfers, including online and mobile, from your savings account without regard to the previous limit of six transactions. If you have any questions about your account, please call the phone number at the top of your statement or visit your Wells Fargo branch.

WELLS FARGO

General statement policies for Wells Fargo Bank

■ **Notice:** Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement . . . . . $ _____

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement.

$ _____
$ _____
$ _____
+ $ _____

. . . . . **TOTAL** $ _____

CALCULATE THE SUBTOTAL

(Add Parts A and B)

. . . . . **TOTAL** $ _____

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above . . . . . - $ _____

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)
This amount should be the same as the current balance shown in your check register . . . . . $ _____

Number	Items Outstanding	Amount

WELLS FARGO ADVISORS

SNAPSHOT

Current period ending November 30, 2020

ACCOUNT NAME: ESOUSA HOLDINGS LLC LLC

ACCOUNT NUMBER: 6319-0514

Electronic Delivery

Your Investment Professional:
WELLSTRADE
1-800-TRADERS
Phone: 800-872-3377

MAC H0004-014
PO BOX 66535
ST LOUIS, MO 63166-9954

ESOUSA HOLDINGS LLC LLC
211 E 43RD ST FL 4
NEW YORK NY 10017-4707

If you have more than one account with us, why not link them and receive summary information for your entire household? Contact Your Investment Professional for more details.

Message from Our Firm

THIS YEAR HAS BEEN UNPREDICTABLE IN MANY WAYS. NOW IS A GOOD TIME FOR INVESTORS TO CONSIDER WHAT MAY BE AHEAD. FIND OUT WHAT WELLS FARGO INVESTMENT INSTITUTE STRATEGISTS SEE IN THE 2021 OUTLOOK-FORGING A PATH FORWARD. VISIT WELLSFARGOADVISORS.COM/OUTLOOK TO LEARN MORE.

News

YOU CAN ENROLL, MANAGE RECIPIENTS, AND SEND WIRES FROM YOUR DESKTOP OR MOBILE DEVICE. ONLINE ACCESS REQUIRED, AND FEES AND WIRE LIMITS APPLY. VISIT WELLSFARGO.COM/ONLINEWIRES TO LEARN MORE.

Wells Fargo Advisors is a trade name used by Wells Fargo Clearing Services, LLC, a registered broker-dealer and non-bank affiliate of Wells Fargo & Company.

Investment and Insurance Products are:
- **Not Insured by the FDIC or Any Federal Government Agency**
- **Not a Deposit or Other Obligation of, or Guaranteed by, the Bank or Any Bank Affiliate**
- **Subject to Investment Risks, Including Possible Loss of the Principal Amount Invested**

General instructions and disclosures

About this statement

Clearing services: Wells Fargo Clearing Services, LLC (Wells Fargo Advisors), an indirect wholly owned subsidiary of Wells Fargo & Company, is a clearing broker-dealer registered with the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) and is a member of the New York Stock Exchange (NYSE), the Financial Industry Regulatory Authority (FINRA) and all principal U.S. exchanges. Wells Fargo Advisors carries your account(s) and acts as your custodian for funds and securities deposited with us directly by you, or as a result of transactions we process for your account. Twice a year, Wells Fargo Advisors publishes on its web site **www.wfclearing.com** a statement of the firm's financial condition. A financial statement of this organization is available for your personal inspection at its offices, or a copy of it will be mailed upon your written request.

Trade date statement and trade details: All activity and positions on this statement are shown as of the date a trade is entered on the brokerage trading system (i.e., the trade date). Proceeds from the sale of securities and costs for the purchase of securities are not transacted through your account until the actual settlement date of the trade. The time of the transactions, the name of the buyer or seller, and the source and amount of any commission or fee will be furnished upon written request.

Pricing of securities: Securities prices on your statement may vary from actual liquidation value. Prices are provided by outside quotation services which we believe are reliable but due to the nature of market data the accuracy cannot be guaranteed. In the absence of such pricing, prices are estimated by Wells Fargo Advisors using available information and its judgment. Such estimates may not reflect actual trades and do not reflect a commitment by the firm to buy or sell at those prices. Securities listed on a national exchange are priced as of the close of the statement period. Unlisted shares may be valued at the current best published "bid-price", and, if none exists, the last reported transaction if occurring within the last 45 days. Prices of securities not actively traded may not be available and are indicated by "N/A." Corporate and municipal bonds and other fixed income securities are priced by a computerized pricing service or, if less actively traded, by utilizing a yield-based matrix system to arrive at an estimated market value. Listed options are priced based on the closing "bid-ask" prices and the last reported trade. Mutual fund shares are priced at net asset value. Shares of direct participation program (DPP) and real estate investment trust (REIT) securities that are not listed on a national exchange are generally illiquid. Because no trading market exists for these investments, their values are estimated. Unless otherwise indicated, the values shown for DPP and REIT securities have been provided by the management of each program and represent that management's estimate of the investor's interest in the net assets of the program. See statement sections for additional pricing information. Prices for hedge funds and certain managed futures funds are provided on a month delay basis. Other managed futures funds may be priced more frequently. Long-term certificates of deposit (maturity beyond one year from date of issue) are priced using a market value pricing model. The sale or redemption price of your securities may be higher or lower than the prices shown on your statement. For an actual quote, contact the individual servicing your account.

Estimated annual income/yield: Estimated Annual Income (EAI), when available, reflects the estimated amount you would earn on a security if your current position and its related income remained constant for a year. Estimated Annual Yield (EAY), when available, reflects the current estimated annual income divided by the current value of the security as of the statement closing date. EAI and EAY are estimates and the actual income and yield might be lower or higher than the estimated amounts. EAY reflects only the income generated by an investment. It does not reflect changes in its price, which may fluctuate. The information used to derive these estimates is obtained from various outside vendors; Wells Fargo Advisors is not responsible for incorrect or missing estimated annual income and yields. Past performance is not a guarantee of future results.

Income summary: The Income summary displays all income as recorded in the tax system as of period end date. The totals in the Cash flow snapshot may not match the totals in the Income snapshot due to reclassifications or other corrections made in the tax system. Remember, you may have certain products that are not included in these figures and whose income is only available on the tax forms sent to you at year-end. Reclassifications and other tax reporting requirements may alter these numbers both during and after year end. You should rely only on tax reporting documents. Contact your tax advisor if you have any questions about the tax consequences of your brokerage activity.

Texas designation: If you are a resident of Texas who has purchased mutual fund shares, you may designate a representative to receive notification to assist in avoiding escheatment of assets in your investment account to the State of Texas. The designated representative does not have any rights to your account. Please use the Texas Unclaimed Property link (**https://claimittexas.org/**) to access the Designation of Representative for Notice Request form which you may complete and return to us at **ATTN: H0006-08K, 1 N. Jefferson Ave, St. Louis, MO 63103** or return by email at **clientcontact@firstclearing.com**.

Tax reporting: We are required by federal law to report annually to you and to the Internal Revenue Service (IRS) on Form(s) 1099 interest income, dividend payments and sales proceeds including cost basis information for applicable transactions credited to your account.

About your rights and responsibilities

Questions and complaints about Your Account: This account statement contains important information about your brokerage account, including recent transactions. All account statements sent to you shall be deemed complete and accurate if not objected to in writing within ten days of receipt. We encourage you to review the details in this statement. If you do not understand any of the information in your statement or if you believe there are any inaccuracies or discrepancies in your statement, you should promptly report them to the manager of the Wells Fargo Advisors office listed on the front of your statement. To further protect your rights, including any rights under the Securities Investor Protection Act, any verbal communications with Wells Fargo Advisors should be re-confirmed in writing. Inquiries or complaints about your account statement, including the positions and balances in your account, may be directed to **Wells Fargo Advisors Client Services at (866) 887-2402 or ATTN: H0005-087, 1 N. Jefferson Ave, St. Louis, MO 63103.**

Public disclosure: You may reach FINRA by calling the FINRA BrokerCheck Hotline at **(800) 289-9999** or by visiting the FINRA website at **www.finra.org.** An investor brochure that includes information describing FINRA BrokerCheck is available from FINRA upon request. A brochure describing the FINRA Pricing of Securities Regulation Public Disclosure Program is also available from the FINRA upon request.

MSRB disclosure: A brochure describing the protections available under MSRB rules and how to file a complaint is available at **www.MSRB.org**.

Account protection: Wells Fargo Advisors is a member of the Securities Investor Protection Corporation (SIPC) which protects against the loss of cash and securities held in client accounts of a SIPC member firm in the event of the member's insolvency and liquidation. SIPC coverage is limited to $500,000 per customer, including up to $250,000 for cash. For more information on SIPC coverage, please see the explanatory brochure at **www.sipc.org** or contact SIPC at **(202) 371-8300**. In addition, Wells Fargo Advisors maintains additional insurance coverage provided through London Underwriters (led by Lloyd's of London Syndicates). This additional insurance policy becomes available to clients if their SIPC limit is exhausted and provides additional protection up to a firm aggregate of $1 billion, including up to $1.9 million for cash per client. SIPC does not insure the quality of investments or protect against market losses. SIPC only protects the custody function of their members, which means that SIPC works to restore to clients their securities and cash that are in their accounts when the member firm liquidation begins. Not all investments are protected by SIPC. In general, SIPC does not cover instruments such as unregistered investment contracts, unregistered limited partnerships, fixed annuity contracts, escrow receipts, direct investments, currency, commodities or related contracts, hedge funds and certain other investments.

Investor education: Wells Fargo Advisors publishes on its web site **www.wellsfargoadvisors.com** information on topics of interest to investors as well as market commentary and economic analysis. Wells Fargo Advisors has also developed numerous investor education guides to provide you with important information regarding the products and services we offer. These guides may be found under the "Our Insights" tab.

Free credit balances: Free credit balances are not segregated and may be used by Wells Fargo Advisors in the operation of its business in accordance with applicable laws and regulations. You have the right to receive from us in the course of normal business operations, subject to any open commitments in any of your accounts, any free credit balances to which you are entitled.

Investment objectives/Risk tolerances: Please inform us promptly of any material change that might affect your investment objectives, risk tolerances or financial situation, or if you wish to impose or change any reasonable restrictions on the management of your account. A copy of the Investment Advisory Services Disclosure document is available without charge upon request. Please contact the individual denoted on the front of your statement to update your information and to receive a copy of this document.

Option accounts: Pursuant to FINRA Rule 2360, option assignment notices are randomly allocated by an automated process amongst all client short option positions that are subject to exercise, including positions established on the day of assignment. Transaction confirmations that were previously furnished to you provides information on commissions and other charges related to your option transaction executions. Details of our random allocation procedures and copies of transaction confirmations are available upon request.

WELLS FARGO ADVISORS

SNAPSHOT

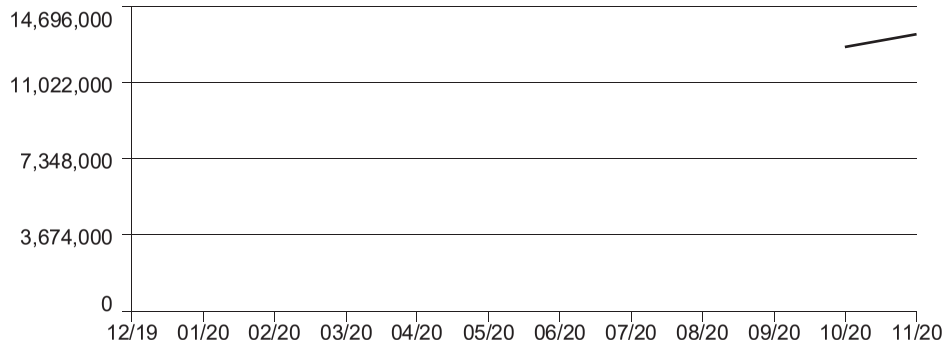
ESOUSA HOLDINGS LLC LLC

NOVEMBER 1, 2020 - NOVEMBER 30, 2020
ACCOUNT NUMBER: 6319-0514

Progress summary

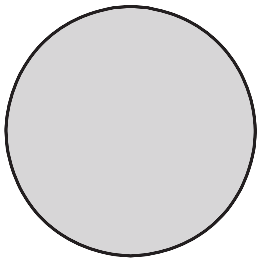
	THIS PERIOD	THIS YEAR
Opening value	**$12,725,733.24**	**$0.00**
Cash deposited	0.00	0.00
Securities deposited	0.00	13,951,759.14
Cash withdrawn	0.00	0.00
Securities withdrawn	0.00	0.00
Change in value	630,783.92	-595,241.98
Closing value	**$13,356,517.16**	**$13,356,517.16**

Value over time



Portfolio summary

CURRENT



	ASSET TYPE	PREVIOUS VALUE ON OCT 31	%	CURRENT VALUE ON NOV 30	%	ESTIMATED ANN. INCOME
ASSETS	Cash and sweep balances	0.00	0.00	13,356,517.16	100.00	1,336
	Stocks, options & ETFs	12,725,733.24	100.00	0.00	0.00	0
	Fixed income securities	0.00	0.00	0.00	0.00	0
	Mutual funds	0.00	0.00	0.00	0.00	0
	Asset value	**$12,725,733.24**	**100%**	**$13,356,517.16**	**100%**	**$1,336**

ESOUSA HOLDINGS LLC LLC

NOVEMBER 1, 2020 - NOVEMBER 30, 2020
ACCOUNT NUMBER: 6319-0514

Cash flow summary

	THIS PERIOD	THIS YEAR
Opening value of cash and sweep balances	**$0.00**	
Income and distributions	90.11	90.11
Securities sold and redeemed	13,629,904.63	13,629,904.63
Net additions to cash	**$13,629,994.74**	**$13,629,994.74**
Securities purchased	-273,477.58	-273,477.58
Net subtractions from cash	**-$273,477.58**	**-$273,477.58**
Closing value of cash and sweep balances	**$13,356,517.16**	

Income summary *

		THIS PERIOD	THIS YEAR
TAXABLE	Money market/sweep funds	90.11	90.11
	Total taxable income	**$90.11**	**$90.11**
	Total federally tax-exempt income	**$0.00**	**$0.00**
	Total income	**$90.11**	**$90.11**

* Certain distributions made in the current year are reported as prior year income according to IRS regulations. This may cause a difference between Cash Flow and Income Summary totals.

Gain/loss summary

	UNREALIZED	THIS PERIOD REALIZED	THIS YEAR REALIZED
Short term/Net lots	0.00	8,621.39	8,621.39
Long term (L)	0.00	11,567,856.71	11,567,856.71
Total	**$0.00**	**$11,576,478.10**	**$11,576,478.10**

NOVEMBER 1, 2020 - NOVEMBER 30, 2020
ACCOUNT NUMBER: 6319-0514

Your Investment Professional

WELLSTRADE	MAC H0004-014
1-800-TRADERS	PO BOX 66535
Phone: 800-872-3377	ST LOUIS, MO 63166-9954

Account profile

Full account name:	ESOUSA HOLDINGS LLC LLC
Account type:	Brokerage Cash Services
Brokerage account number:	6319-0514
Brokerage Cash Services number:	9223912610
Tax status:	Taxable
Investment objective/Risk tolerance:	Please Provide
Cost Basis Election:	First in, First out
Sweep option:	EXPANDED BANK DEPOSIT

Available funds

Cash	0.00
Money market and sweep funds	13,356,517.16
Available for loan	0.00
Your total available funds	**$13,356,517.16**

Client service information

Client service:	800-733-8812
En español:	800-326-8977
Website:	www.wellsfargo.com

For your consideration

Go paperless. Accessing your account documents online is easy, secure, and costs nothing. Sign on to Online Brokerage at **wellsfargo.com**, select **Statements & Docs**, and then click on the **Delivery Preferences** Quick Link. Choose **Electronic Delivery** to go paperless or select specific account documents for electronic delivery.

Document delivery status

Email Address: MICHAEL@ESOUSALLC.COM

	Paper	Electronic
Statements:		X
Trade confirmations:		X
Tax documents:	X	
Shareholder communications:		X
Other documents:		X

ESOUSA HOLDINGS LLC LLC

NOVEMBER 1, 2020 - NOVEMBER 30, 2020
ACCOUNT NUMBER: 6319-0514

Additional information

	THIS PERIOD	THIS YEAR
Gross proceeds	13,629,904.63	13,629,904.63

Portfolio detail

Cash and Sweep Balances

Sweep Balances - You have the right, in the course of normal business operations, to withdraw balances in the Bank Deposit Sweep Program(s) or redeem shares of the money market mutual fund used in the sweep, subject to any open commitments in any of your accounts and have the proceeds returned to your accounts or remitted to you. Note, however, that as required by federal banking regulations, the banks in the Bank Deposit Sweep Program(s) reserve the right to require seven days prior notice before permitting a transfer out of the Bank Deposit Sweep Program(s). In addition, the money market mutual funds in the sweep reserve the right to require one or more day's prior notice before permitting withdrawals.

Standard Bank Deposit Sweep - Consists of monies generally first held at Wells Fargo Bank, N.A. and (if amounts exceed $250,000) at one or more Wells Fargo affiliated banks.
Expanded Bank Deposit Sweep - Consists of monies held at Wells Fargo Bank, N.A. unless indicated otherwise on our public website and (if amounts exceed $250,000) at one or more Wells Fargo affiliated or nonaffiliated banks.
Brokered Liquid Deposit - Consists of monies held at one or more nonaffiliated and Wells Fargo affiliated banks.
Assets in the Bank Deposit Sweep Program and Brokered Liquid Deposit are not covered by SIPC, but are instead eligible for FDIC insurance of up to $250,000 per depositor, per institution, in accordance with FDIC rules. For additional information, please contact Your Investment Professional.

DESCRIPTION	% OF ACCOUNT	ANNUAL PERCENTAGE YIELD EARNED*	CURRENT MARKET VALUE	ESTIMATED ANNUAL INCOME
EXPANDED BANK DEPOSIT	100.00	0.010	13,356,517.16	1,336.00
Interest Period 11/01/20 - 11/30/20				
Total Cash and Sweep Balances	**100.00**		**$13,356,517.16**	**$1,336.00**

* APYE measures the total amount of the interest paid on an account based on the interest rate and the frequency of the compounding during the interest period. The annual percentage yield earned is expressed as an annualized rate, based on a 365 day year.

Bank Deposit Allocation

Monies on deposit at each bank are eligible for FDIC insurance of up to $250,000 per depositor, per bank in accordance with FDIC rules. In those instances where deposit balances exceed the maximum FDIC insurance limits, those deposits will be uninsured. Deposits at each bank are not held in your securities brokerage account and therefore not covered by SIPC. Settlement timing differences will cause balances displayed in this section to vary from those indicated in the Portfolio detail section due to activity that occurs after 2pm ET on the last business day of the month. For additional information, please contact Your Investment Professional.

DESCRIPTION	CURRENT VALUE	AS OF VALUE DATE
WELLS FARGO NATIONAL BANK WEST	248,001.85	11/30
WELLS FARGO BANK, N.A.	12,364,509.88	11/30
WELLS FARGO BANK SOUTH CENTRAL, N.A.	248,001.72	11/30
CITIBANK N.A.	248,001.85	11/30
BANK OF NEW YORK MELLON	248,001.86	11/30

Total Bank Deposits **$13,356,517.16**

Activity detail

Income and distributions

DATE	ACCOUNT TYPE	TRANSACTION	QUANTITY	DESCRIPTION	PRICE	AMOUNT
11/30	Cash	INTEREST		EXPANDED BANK DEPOSIT 113020 13,356,427		90.11
				Total Income and distributions:		**$90.11**

Securities sold and redeemed

DATE	ACCOUNT TYPE	TRANSACTION	QUANTITY	DESCRIPTION	PRICE	AMOUNT
11/02	Cash	SALE	-3,000.00000	ONTRAK INC	62.1000	186,295.88
11/02	Cash	SALE	-3,000.00000	ONTRAK INC	62.8700	188,605.83
11/02	Cash	SALE	-3,000.00000	ONTRAK INC	62.9000	188,695.83
11/02	Cash	SALE	-2,900.00000	ONTRAK INC	62.2000	180,376.01
11/02	Cash	SALE	-2,850.00000	ONTRAK INC	61.5000	175,271.13
11/02	Cash	SALE	-2,000.00000	ONTRAK INC	61.3500	122,697.29
11/02	Cash	SALE	-2,000.00000	ONTRAK INC	62.0000	123,997.26
11/02	Cash	SALE	-805.00000	ONTRAK INC	61.7000	49,667.40
11/03	Cash	SALE	-4,777.00000	ONTRAK INC	62.8000	299,988.97
11/03	Cash	SALE	-4,580.00000	ONTRAK INC	63.0000	288,533.62
11/03	Cash	SALE	-4,175.00000	ONTRAK INC	62.6600	261,599.72
11/03	Cash	SALE	-4,114.00000	ONTRAK INC	62.0500	255,268.06
11/03	Cash	SALE	-4,000.00000	ONTRAK INC	63.0500	252,194.43
11/03	Cash	SALE	-3,945.00000	ONTRAK INC	62.8500	247,937.77
11/03	Cash	SALE	-3,550.00000	ONTRAK INC	63.3000	224,710.03
11/03	Cash	SALE	-3,500.00000	ONTRAK INC	63.3000	221,545.10
11/03	Cash	SALE	-3,500.00000	ONTRAK INC	63.2500	221,370.11
11/03	Cash	SALE	-3,428.00000	ONTRAK INC	62.6000	214,588.06
11/03	Cash	SALE	-3,400.00000	ONTRAK INC	63.3000	215,215.24
11/03	Cash	SALE	-3,361.00000	ONTRAK INC	62.9800	211,671.10

ESOUSA HOLDINGS LLC LLC

NOVEMBER 1, 2020 - NOVEMBER 30, 2020
ACCOUNT NUMBER: 6319-0514

Activity detail continued

Securities sold and redeemed

DATE	ACCOUNT TYPE	TRANSACTION	QUANTITY	DESCRIPTION	PRICE	AMOUNT
11/03	Cash	SALE	-3,300.00000	ONTRAK INC	63.1000	208,225.40
11/03	Cash	SALE	-3,260.00000	ONTRAK INC	62.6000	204,071.49
11/03	Cash	SALE	-3,200.00000	ONTRAK INC	63.3300	202,651.52
11/03	Cash	SALE	-3,198.00000	ONTRAK INC	62.6800	200,446.21
11/03	Cash	SALE	-3,150.00000	ONTRAK INC	63.0000	198,445.61
11/03	Cash	SALE	-3,100.00000	ONTRAK INC	62.7500	194,520.70
11/03	Cash	SALE	-3,000.00000	ONTRAK INC	62.8200	188,455.84
11/03	Cash	SALE	-2,975.00000	ONTRAK INC	62.5000	185,933.39
11/04	Cash	SALE	-4,240.00000	ONTRAK INC	65.6000	278,137.85
11/04	Cash	SALE	-4,200.00000	ONTRAK INC	64.2500	269,844.04
11/04	Cash	SALE	-4,000.00000	ONTRAK INC	64.0000	255,994.34
11/04	Cash	SALE	-4,000.00000	ONTRAK INC	64.4500	257,794.30
11/04	Cash	SALE	-3,737.00000	ONTRAK INC	64.0000	239,162.71
11/04	Cash	SALE	-3,500.00000	ONTRAK INC	64.0000	223,995.05
11/04	Cash	SALE	-3,500.00000	ONTRAK INC	64.2000	224,695.03
11/04	Cash	SALE	-3,500.00000	ONTRAK INC	64.5000	225,745.01
11/04	Cash	SALE	-3,300.00000	ONTRAK INC	65.4500	215,980.23
11/04	Cash	SALE	-3,198.00000	ONTRAK INC	64.5000	206,266.44
11/04	Cash	SALE	-3,157.00000	ONTRAK INC	65.0000	205,200.46
11/04	Cash	SALE	-3,000.00000	ONTRAK INC	64.4500	193,345.73
11/04	Cash	SALE	-3,000.00000	ONTRAK INC	64.2500	192,745.74
11/04	Cash	SALE	-3,000.00000	ONTRAK INC	64.3000	192,895.74
11/04	Cash	SALE	-2,911.00000	ONTRAK INC	64.2300	186,969.40
11/04	Cash	SALE	-2,903.00000	ONTRAK INC	64.0000	185,787.89
11/04	Cash	SALE	-2,800.00000	ONTRAK INC	64.7500	181,295.99
11/04	Cash	SALE	-2,700.00000	ONTRAK INC	64.3400	173,714.16

Activity detail continued

Securities sold and redeemed

DATE	ACCOUNT TYPE	TRANSACTION	QUANTITY	DESCRIPTION	PRICE	AMOUNT
11/04	Cash	SALE	-1,680.00000	ONTRAK INC	64.0000	107,517.62
11/04	Cash	SALE	-1,000.00000	ONTRAK INC	64.4600	64,458.58
11/04	Cash	SALE	-702.00000	ONTRAK INC	64.5100	45,285.02
11/04	Cash	SALE	-600.00000	ONTRAK INC	64.0002	38,399.27
11/04	Cash	SALE	-526.00000	ONTRAK INC	64.0100	33,668.52
11/04	Cash	SALE	-200.00000	ONTRAK INC	65.9800	13,195.71
11/04	Cash	SALE	-100.00000	ONTRAK INC	64.5200	6,451.86
11/04	Cash	SALE	-100.00000	ONTRAK INC	64.0200	6,401.86
11/04	Cash	SALE	-97.00000	ONTRAK INC	64.0300	6,210.77
11/04	Cash	SALE	-70.00000	ONTRAK INC	64.7500	4,532.40
11/04	Cash	SALE	-50.00000	ONTRAK INC	64.0300	3,201.43
11/04	Cash	SALE	-44.00000	ONTRAK INC	64.1100	2,820.78
11/05	Cash	SALE	-4,797.00000	ONTRAK INC	67.3200	322,926.90
11/05	Cash	SALE	-4,400.00000	ONTRAK INC	66.9000	294,353.49
11/05	Cash	SALE	-4,000.00000	ONTRAK INC	66.2000	264,794.15
11/05	Cash	SALE	-4,000.00000	ONTRAK INC	66.7500	266,994.10
11/05	Cash	SALE	-4,000.00000	ONTRAK INC	67.5000	269,994.03
11/05	Cash	SALE	-3,999.00000	ONTRAK INC	65.5000	261,928.71
11/05	Cash	SALE	-3,850.00000	ONTRAK INC	65.7500	253,131.91
11/05	Cash	SALE	-3,107.00000	ONTRAK INC	68.0000	211,271.33
11/05	Cash	SALE	-3,000.00000	ONTRAK INC	67.6000	202,795.52
11/05	Cash	SALE	-2,987.00000	ONTRAK INC	65.8700	196,749.34
11/05	Cash	SALE	-2,950.00000	ONTRAK INC	66.5000	196,170.66
11/05	Cash	SALE	-2,885.00000	ONTRAK INC	65.7500	189,684.56
11/05	Cash	SALE	-2,700.00000	ONTRAK INC	67.5000	182,245.97
11/05	Cash	SALE	-2,673.00000	ONTRAK INC	66.2500	177,082.34

ESOUSA HOLDINGS LLC LLC

NOVEMBER 1, 2020 - NOVEMBER 30, 2020
ACCOUNT NUMBER: 6319-0514

Activity detail continued

Securities sold and redeemed

DATE	ACCOUNT TYPE	TRANSACTION	QUANTITY	DESCRIPTION	PRICE	AMOUNT
11/05	Cash	SALE	-1,982.00000	ONTRAK INC	65.6000	130,016.33
11/05	Cash	SALE	-1,300.00000	ONTRAK INC	67.9100	88,281.05
11/05	Cash	SALE	-1,200.00000	ONTRAK INC	65.6010	78,719.46
11/05	Cash	SALE	-900.00000	ONTRAK INC	66.2700	59,641.68
11/05	Cash	SALE	-227.00000	ONTRAK INC	66.3800	15,067.93
11/05	Cash	SALE	-100.00000	ONTRAK INC	66.4200	6,641.85
11/05	Cash	SALE	-100.00000	ONTRAK INC	66.5500	6,654.85
11/05	Cash	SALE	-1.00000	ONTRAK INC	65.5400	65.54
				Total Securities sold and redeemed:		**$13,629,904.63**

Securities purchased

DATE	ACCOUNT TYPE	TRANSACTION	QUANTITY	DESCRIPTION	PRICE	AMOUNT
11/04	Cash	PURCHASE	4,218.00000	ONTRAK INC	64.5000	-272,061.00
11/04	Cash	PURCHASE	20.00000	ONTRAK INC	64.3900	-1,287.80
11/04	Cash	PURCHASE	1.00000	ONTRAK INC	64.3700	-64.37
11/04	Cash	PURCHASE	1.00000	ONTRAK INC	64.4100	-64.41
				Total Securities purchased:		**-$273,477.58**

Cash sweep activity

Our Cash Sweep program allows you to earn a return on the idle cash balances in your account by automatically investing such balances into one of our cash sweep options. These 'sweep transactions' may represent a net amount for the day and occur on settlement date. The following section displays transfers into and out of your sweep option. Transactions displayed here are Transfer To, Transfer From and Reinvested Dividends and Interest. These transaction amounts are not included in your cash flow summary.

DATE	TRANSACTION	DESCRIPTION	AMOUNT
11/01		BEGINNING BALANCE	0.00
11/04	TRANSFER TO	EXPANDED BANK DEPOSIT	1,215,606.63
11/05	TRANSFER TO	EXPANDED BANK DEPOSIT	4,497,372.37
11/06	TRANSFER TO	EXPANDED BANK DEPOSIT	3,968,236.35
11/09	TRANSFER TO	EXPANDED BANK DEPOSIT	3,675,211.70
11/30	REINVEST INT	EXPANDED BANK DEPOSIT	90.11
11/30		ENDING BALANCE	13,356,517.16

ESOUSA HOLDINGS LLC LLC

NOVEMBER 1, 2020 - NOVEMBER 30, 2020
ACCOUNT NUMBER: 6319-0514

Bank Deposits Through Teller

November 1 - November 30

Wells Fargo Bank, N.A. (Member FDIC) **Account number 9223912610** **Questions? Call us at 1-800-266-6263**

Deposits made in a bank branch on the last business day of the month will typically appear on your next statement.

DATE	TRANSACTION	DESCRIPTION	AMOUNT	BANK BALANCE
11/01		BEGINNING BALANCE		$0.00
11/30		ENDING BALANCE		$0.00

Realized gain/loss

Realized Gain/Loss Summary

	THIS PERIOD GAIN	THIS PERIOD LOSS	THIS PERIOD NET	THIS YEAR GAIN	THIS YEAR LOSS	THIS YEAR NET
Short term	8,621.39	0.00	8,621.39	8,621.39	0.00	8,621.39
Long term	11,567,856.71	0.00	11,567,856.71	11,567,856.71	0.00	11,567,856.71
Total Realized Gain/Loss	**$11,576,478.10**	**$0.00**	**$11,576,478.10**	**$11,576,478.10**	**$0.00**	**$11,576,478.10**

ESOUSA HOLDINGS LLC LLC

NOVEMBER 1, 2020 - NOVEMBER 30, 2020
ACCOUNT NUMBER: 6319-0514

Realized Gain/Loss Detail

Short term

DESCRIPTION	QUANTITY	ADJ PRICE/ ORIG PRICE	DATE ACQUIRED	CLOSE DATE	PROCEEDS	ADJ COST/ ORIG COST	GAIN/LOSS
ONTRAK INC	100.00000	64.5000	11/04/20	11/05/20	6,641.85	6,450.00	191.85
CUSIP 683373104							
	227.00000	64.5000	11/04/20	11/05/20	15,067.93	14,641.50	426.43
	79.00000	64.5000	11/04/20	11/05/20	5,257.33	5,095.50	161.83
	20.00000	64.3900	11/04/20	11/05/20	1,330.97	1,287.80	43.17
	1.00000	64.3700	11/04/20	11/05/20	66.55	64.37	2.18
	900.00000	64.5000	11/04/20	11/05/20	59,641.68	58,050.00	1,591.68
	412.00000	64.5000	11/04/20	11/05/20	27,026.61	26,574.00	452.61
	1,200.00000	64.5000	11/04/20	11/05/20	78,719.46	77,400.00	1,319.46
	1.00000	64.4100	11/04/20	11/05/20	65.54	64.41	1.13
	1,300.00000	64.5000	11/04/20	11/05/20	88,281.05	83,850.00	4,431.05
Total Short term					**$282,098.97**	**$273,477.58**	**$8,621.39**

Long term

DESCRIPTION	QUANTITY	ADJ PRICE/ ORIG PRICE	DATE ACQUIRED	CLOSE DATE	PROCEEDS	ADJ COST/ ORIG COST	GAIN/LOSS
ONTRAK INC	2,000.00000	0.0000	04/26/17	11/02/20	122,697.29	9,600.00	113,097.29
CUSIP 683373104							
	2,000.00000	0.0000	04/26/17	11/02/20	123,997.26	9,600.00	114,397.26
	1,163.00000	0.0000	04/26/17	11/02/20	71,522.93	5,582.40	65,940.53
	805.00000	0.0000	04/26/17	11/02/20	49,667.40	3,864.00	45,803.40
	2,975.00000	0.0000	04/26/17	11/03/20	185,933.39	14,280.00	171,653.39
	4,175.00000	0.0000	04/26/17	11/03/20	261,599.72	20,040.00	241,559.72
	3,945.00000	0.0000	04/26/17	11/03/20	247,937.77	18,936.00	229,001.77
	3,500.00000	0.0000	04/26/17	11/03/20	221,545.10	16,800.00	204,745.10
	3,200.00000	0.0000	04/26/17	11/03/20	202,651.52	15,360.00	187,291.52
	3,400.00000	0.0000	04/26/17	11/03/20	215,215.24	16,320.00	198,895.24
	3,150.00000	0.0000	04/26/17	11/03/20	198,445.61	15,120.00	183,325.61
	3,000.00000	0.0000	04/26/17	11/03/20	188,455.84	14,400.00	174,055.84
	3,550.00000	0.0000	04/26/17	11/03/20	224,710.03	17,040.00	207,670.03
	3,428.00000	0.0000	04/26/17	11/03/20	214,588.06	16,454.40	198,133.66
	4,777.00000	0.0000	04/26/17	11/03/20	299,988.97	22,929.60	277,059.37
	4,000.00000	0.0000	04/26/17	11/03/20	252,194.43	19,200.00	232,994.43
	3,260.00000	0.0000	04/26/17	11/03/20	204,071.49	15,648.00	188,423.49

Realized Gain/Loss Detail continued

Long term

DESCRIPTION	QUANTITY	ADJ PRICE/ ORIG PRICE	DATE ACQUIRED	CLOSE DATE	PROCEEDS	ADJ COST/ ORIG COST	GAIN/LOSS
	3,361.00000	0.0000	04/26/17	11/03/20	211,671.10	16,132.80	195,538.30
	4,114.00000	0.0000	04/26/17	11/03/20	255,268.06	19,747.20	235,520.86
	3,198.00000	0.0000	04/26/17	11/03/20	200,446.21	15,350.40	185,095.81
	3,100.00000	0.0000	04/26/17	11/03/20	194,520.70	14,880.00	179,640.70
	4,580.00000	0.0000	04/26/17	11/03/20	288,533.62	21,984.00	266,549.62
	3,300.00000	0.0000	04/26/17	11/03/20	208,225.40	15,840.00	192,385.40
	3,500.00000	0.0000	04/26/17	11/03/20	221,370.11	16,800.00	204,570.11
	3,157.00000	0.0000	04/26/17	11/04/20	205,200.46	15,153.60	190,046.86
	3,500.00000	0.0000	04/26/17	11/04/20	223,995.05	16,800.00	207,195.05
	2,800.00000	0.0000	04/26/17	11/04/20	181,295.99	13,440.00	167,855.99
	3,300.00000	0.0000	04/26/17	11/04/20	215,980.23	15,840.00	200,140.23
	4,240.00000	0.0000	04/26/17	11/04/20	278,137.85	20,352.00	257,785.85
	200.00000	0.0000	04/26/17	11/04/20	13,195.71	960.00	12,235.71
	100.00000	0.0000	04/26/17	11/04/20	6,451.86	480.00	5,971.86
	702.00000	0.0000	04/26/17	11/04/20	45,285.02	3,369.60	41,915.42
	3,198.00000	0.0000	04/26/17	11/04/20	206,266.44	15,350.40	190,916.04
	2,700.00000	0.0000	04/26/17	11/04/20	173,714.16	12,960.00	160,754.16
	70.00000	0.0000	04/26/17	11/04/20	4,532.40	336.00	4,196.40
	4,000.00000	0.0000	04/26/17	11/04/20	255,994.34	19,200.00	236,794.34
	3,737.00000	0.0000	04/26/17	11/04/20	239,162.71	17,937.60	221,225.11
	97.00000	0.0000	04/26/17	11/04/20	6,210.77	465.60	5,745.17
	2,903.00000	0.0000	04/26/17	11/04/20	185,787.89	13,934.40	171,853.49
	4,200.00000	0.0000	04/26/17	11/04/20	269,844.04	20,160.00	249,684.04
	3,000.00000	0.0000	04/26/17	11/04/20	193,345.73	14,400.00	178,945.73
	1,000.00000	0.0000	04/26/17	11/04/20	64,458.58	4,800.00	59,658.58
	3,500.00000	0.0000	04/26/17	11/04/20	224,695.03	16,800.00	207,895.03
	44.00000	0.0000	04/26/17	11/04/20	2,820.78	211.20	2,609.58
	526.00000	0.0000	04/26/17	11/04/20	33,668.52	2,524.80	31,143.72
	50.00000	0.0000	04/26/17	11/04/20	3,201.43	240.00	2,961.43
	100.00000	0.0000	04/26/17	11/04/20	6,401.86	480.00	5,921.86
	600.00000	0.0000	04/26/17	11/04/20	38,399.27	2,880.00	35,519.27
	1,680.00000	0.0000	04/26/17	11/04/20	107,517.62	8,064.00	99,453.62
	3,000.00000	0.0000	04/26/17	11/04/20	192,745.74	14,400.00	178,345.74
	2,911.00000	0.0000	04/26/17	11/04/20	186,969.40	13,972.80	172,996.60
	3,000.00000	0.0000	04/26/17	11/04/20	192,895.74	14,400.00	178,495.74

ESOUSA HOLDINGS LLC LLC

NOVEMBER 1, 2020 - NOVEMBER 30, 2020
ACCOUNT NUMBER: 6319-0514

Realized Gain/Loss Detail continued

Long term

DESCRIPTION	QUANTITY	ADJ PRICE/ ORIG PRICE	DATE ACQUIRED	CLOSE DATE	PROCEEDS	ADJ COST/ ORIG COST	GAIN/LOSS
	4,000.00000	0.0000	04/26/17	11/04/20	257,794.30	19,200.00	238,594.30
	3,500.00000	0.0000	04/26/17	11/04/20	225,745.01	16,800.00	208,945.01
	2,673.00000	0.0000	04/26/17	11/05/20	177,082.34	12,830.40	164,251.94
	1,570.00000	0.0000	04/26/17	11/05/20	102,989.72	7,536.00	95,453.72
	3,999.00000	0.0000	04/26/17	11/05/20	261,928.71	19,195.20	242,733.51
	3,850.00000	0.0000	04/26/17	11/05/20	253,131.91	18,480.00	234,651.91
	4,400.00000	0.0000	04/26/17	11/05/20	294,353.49	21,120.00	273,233.49
	2,950.00000	0.0000	04/26/17	11/05/20	196,170.66	14,160.00	182,010.66
	4,000.00000	0.0000	04/26/17	11/05/20	264,794.15	19,200.00	245,594.15
	2,885.00000	0.0000	04/26/17	11/05/20	189,684.56	13,848.00	175,836.56
	2,987.00000	0.0000	04/26/17	11/05/20	196,749.34	14,337.60	182,411.74
	4,000.00000	0.0000	04/26/17	11/05/20	266,994.10	19,200.00	247,794.10
	4,797.00000	0.0000	04/26/17	11/05/20	322,926.90	23,025.60	299,901.30
	2,700.00000	0.0000	04/26/17	11/05/20	182,245.97	12,960.00	169,285.97
	4,000.00000	0.0000	04/26/17	11/05/20	269,994.03	19,200.00	250,794.03
	3,000.00000	0.0000	04/26/17	11/05/20	202,795.52	14,400.00	188,395.52
	3,107.00000	0.0000	04/26/17	11/05/20	211,271.33	14,913.60	196,357.73
Total Long term					**$12,500,083.91**	**$932,227.20**	**$11,567,856.71**

Other term

DESCRIPTION	QUANTITY	ADJ PRICE/ ORIG PRICE	DATE ACQUIRED	CLOSE DATE	PROCEEDS	ADJ COST/ ORIG COST	GAIN/LOSS
ONTRAK INC CUSIP 683373104	3,000.00000	0.0000	UNKNOWNnc	11/02/20	186,295.88	Not Provided	N/A
	3,000.00000	0.0000	UNKNOWNnc	11/02/20	188,605.83	Not Provided	N/A
	3,000.00000	0.0000	UNKNOWNnc	11/02/20	188,695.83	Not Provided	N/A
	2,900.00000	0.0000	UNKNOWNnc	11/02/20	180,376.01	Not Provided	N/A
	1,687.00000	0.0000	UNKNOWNnc	11/02/20	103,748.20	Not Provided	N/A
Total Other term					**$847,721.75**	**$0.00**	**$0.00**

nc Cost information for this tax lot is not covered by IRS reporting requirements. Unless indicated, cost for all other lots will be reported to the IRS.

ESOUSA HOLDINGS LLC LLC

NOVEMBER 1, 2020 - NOVEMBER 30, 2020
ACCOUNT NUMBER: 6319-0514

Specific instructions and disclosures

Available funds
"Available for loan" reflects the approximate amount available as of the statement period ending date and should be reduced by any pending checks and Visa charges not yet cleared. This amount is the approximate amount available for withdrawal and loans. A margin loan is a variable rate loan secured by your account.

Cost basis - To add or update information or modify your reporting options, please contact Your Investment Professional.
This statement presents estimated unrealized or realized gains or losses for your information only. If acquisition or other information is not available, the gain/loss information may not be displayed and section and summary totals may not reflect your complete portfolio. Cost basis information is not verified by Wells Fargo Advisors and should not be relied upon for legal or tax purposes. Revisions to this information (due to corporate mergers, tenders and other reorganizations) may be required from time to time.

Cost basis for factored bonds (GNMA, CMO, etc.) will be adjusted for paydown of principal. Systematic investments in mutual funds and reinvested dividends for mutual funds and stocks have been consolidated for each position. Unit cost data for systematic investments and dividend reinvestment securities is provided for informational purposes only and is a non-weighted average.

Your account statement should not be used for tax preparation without assistance from your tax consultant. We do not report capital gains or losses for non-covered securities to the IRS.

Cost basis options
Unless specific tax lots are selected at trade time, sales of tax lots will occur using the cost basis election reflected in the Account profile section.

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Navigate Business Checking[SM]

ESOUSA HOLDINGS LLC
211 E 43RD ST FL 4
NEW YORK NY 10017-4707

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted
1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833
En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (348)
P.O. Box 6995
Portland, OR 97228-6995

Your Business and Wells Fargo

Visit wellsfargoworks.com to explore videos, articles, infographics, interactive tools, and other resources on the topics of business growth, credit, cash flow management, business planning, technology, marketing, and more.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking	☑
Online Statements	☑
Business Bill Pay	☑
Business Spending Report	☑
Overdraft Protection	☐

Statement period activity summary

Beginning balance on 11/1	$7,415,737.82
Deposits/Credits	11,653,602.61
Withdrawals/Debits	- 3,722,277.00
Ending balance on 11/30	**$15,347,063.43**

Account number: **7058593125**

ESOUSA HOLDINGS LLC

New York account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 026012881

For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo branch.

WELLS FARGO

Interest summary

Interest paid this statement	$61.24
Average collected balance	$7,451,357.27
Annual percentage yield earned	0.01%
Interest earned this statement period	$61.24
Interest paid this year	$412.00

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
11/2		WT Seq165310 Td Ameritrade Clearing /Org=Esousa Holding LLC LLC Attn Michae Srf# Ec20110211129911 Trn#201102165310 Rfb# 21493882	90,738.29		
11/2		Wire Trans Svc Charge - Sequence: 201102105304 Srf# Trn#201102105304 Rfb#		45.00	
11/2		WT 201102-105304 Bank of Nova Scotia /Bnf=6967787 Canada Inc Srf# Trn#201102105304 Rfb#		70,000.00	
11/2		Unipay Nantucket 20201029607355 Esousa Holdings LLC		0.25	
11/2		Town of Nantucke P.Property 20201029607355 Esousa Holdings LLC		107.29	7,436,323.57
11/3		Unipay Nantucket 20201030614042 Esousa Holdings LLC		0.25	
11/3		Town of Nantucke Realestate 20201030614042 Esousa Holdings LLC		6,181.57	
11/3	1079	Check		482.80	
11/3	1077	Check		1,114.07	7,428,544.88
11/5		Wire Trans Svc Charge - Sequence: 201105064942 Srf# Trn#201105064942 Rfb#		30.00	
11/5		WT Fed#06096 Citibank N.A. /Ftr/Bnf=Rbsm LLP Srf# Trn#201105064942 Rfb#		2,750.00	7,425,764.88
11/6		Unipay Wannacomet 20201104651543 Esousa Holdings LLC		0.25	
11/6		Wannacomet Water Water 20201104651543 Esousa Holdings LLC		392.85	7,425,371.78
11/9		WT Fed#00038 First National Ban /Org=Dpw Holdings Inc 21648 Srf# 201109112208H300 Trn#201109171626 Rfb#	230,701.35		
11/9		WT 201109-106084 Hsbc Bank USA /Bnf=William Goldberg Diamond Corp Srf# Trn#201109106084 Rfb#		80,000.00	
11/9	<	Business to Business ACH Debit - American Express ACH Pmt 201109 W7192 Esousa Holdings LLC		16,640.69	7,559,432.44
11/10		Wire Trans Svc Charge - Sequence: 201110177878 Srf# Trn#201110177878 Rfb#		30.00	
11/10		WT 201110-092626 Bank of America, NE /Bnf=Wlv,LLC Srf# Trn#201110092626 Rfb#		200,000.00	
11/10		WT 201110-177878 Bank of America, NE /Bnf=Nathan Carl Soares Srf# Trn#201110177878 Rfb#		161,000.00	7,198,402.44
11/16		WT Fed#00037 First National Ban /Org=Dpw Holdings Inc 21648 Srf# 201116102220H300 Trn#201116177873 Rfb#	1,015,137.63		8,213,540.07
11/17		Wire Trans Svc Charge - Sequence: 201117054293 Srf# Trn#201117054293 Rfb#		30.00	
11/17		WT Fed#04519 E Trade Securities /Ftr/Bnf=Jim Fallon Srf# Trn#201117054293 Rfb#		100,000.00	8,113,510.07
11/19		Wire Trans Svc Charge - Sequence: 201119116804 Srf# Trn#201119116804 Rfb#		30.00	
11/19		WT Fed#01062 First National Ban /Ftr/Bnf=Dpw Holdings, Inc. Srf# Trn#201119116804 Rfb#		2,100,000.00	6,013,480.07
11/20		Tesla 13 Web Pymnt xxxxx5257 Esousa Holdings LLC		1,139.08	6,012,340.99
11/23		Wire Trans Svc Charge - Sequence: 201123171548 Srf# Trn#201123171548 Rfb#		45.00	
11/23		Wire Trans Svc Charge - Sequence: 201123172466 Srf# Trn#201123172466 Rfb#		45.00	

WELLS FARGO

Transaction history (continued)

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
11/23		WT 201123-171548 Bank of Nova Scotia /Bnf=6967787 Canada Inc Srf# Trn#201123171548 Rfb#		70,000.00	
11/23		WT 201123-172466 Caisse Centrale Des /Bnf=Kathleen Gauthier Srf# Trn#201123172466 Rfb#		50,000.00	
11/23		American Express ACH Pmt 201123 M9384 Esousa Holdings LLC		14,151.32	5,878,099.67
11/24		Wire Trans Svc Charge - Sequence: 201124090472 Srf# Trn#201124090472 Rfb#		30.00	
11/24		WT 201124-090472 Bank of America, NE /Bnf=Borislav K Neykov Srf# Trn#201124090472 Rfb#		100,000.00	
11/24		Village of Scars Tax Bill 000000002698994 Holdings LLC Esousa		88,934.72	5,689,134.95
11/25		WT Fed#00065 First National Ban /Org=Dpw Holdings Inc 21648 Srf# 201125111553H300 Trn#201125211454 Rfb#	1,906,666.67		7,595,801.62
11/27		Con Ed of NY Intell Ck 201125 555712147500010 Rachel Wachs		1,489.50	7,594,312.12
11/30		WT Fed#03332 Rbc Capital Market /Org=Esousa Holdings LLC Srf# 201130097616 Trn#201130184215 Rfb# 201130097616	8,410,297.43		
11/30		Wire Trans Svc Charge - Sequence: 201130205075 Srf# Trn#201130205075 Rfb#		30.00	
11/30		WT Fed#09170 E Trade Securities /Ftr/Bnf=Jim Fallon Srf# Trn#201130205075 Rfb#		657,577.36	
11/30		Interest Payment	61.24		15,347,063.43
Ending balance on 11/30					**15,347,063.43**
Totals			**$11,653,602.61**	**$3,722,277.00**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

< ***Business to Business ACH:****If this is a business account, this transaction has a return time frame of one business day from post date. This time frame does not apply to consumer accounts.*

Summary of checks written *(checks listed are also displayed in the preceding Transaction history)*

Number	Date	Amount	Number	Date	Amount
1077	11/3	1,114.07	1079 *	11/3	482.80

** Gap in check sequence.*

Monthly service fee summary

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 11/01/2020 - 11/30/2020	Standard monthly service fee $25.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
· Minimum daily balance	$10,000.00	$5,689,134.95 ☑
· Combined balance in linked accounts, which may include	$15,000.00	$7,179,093.65 ☑
- Average ledger balance in your Navigate Business Checking, Initiate Business Checking, Additional Navigate Business Checking, Business Choice Checking, and Business Checking Plus, plus		
- Average ledger balance in your Business Market Rate Savings, Business Platinum Savings, and Business High Yield Savings, plus		
- Average ledger balance in your Business Time Account and Business Step Rate Time Account		

WK/WK

Account transaction fees summary

Service charge description	*Units used*	*Units included*	*Excess units*	*Service charge per excess units ($)*	*Total service charge ($)*
Cash Deposited ($)	0	20,000	0	0.0030	0.00
Transactions	22	250	0	0.50	0.00
Total service charges					**$0.00**

Other Wells Fargo Benefits

Our National Business Banking Center customer service number 1-800-CALL-WELLS (1-800-225-5935) hours of operation have temporarily changed to 7:00 a.m. to 11:00 p.m. Eastern Time, Monday through Saturday and Sunday 9:00 a.m. to 10:00 p.m. Eastern Time. Access to our automated banking system, the ability to report a fraud claim on your business credit or debit card, and access to report a lost or stolen business card will continue to be available 24 hours a day, 7 days per week. Thank you for banking with Wells Fargo. We appreciate your business.

IMPORTANT ACCOUNT INFORMATION

Effective on or after November 30, 2020, (1) Wells Fargo branches will no longer be able to issue Wells Fargo Instant Issue Debit Cards and/or Business Instant Issue Debit Cards in certain circumstances, and (2) Wells Fargo branches in the states of South Carolina and Washington will no longer be able to issue Wells Fargo Instant Issue Debit Cards, Wells Fargo Business Instant Issue Debit Cards, and/or EasyPay Instant Cards. If you need a replacement card, you may request one by signing on to Wells Fargo Online® or calling the number on your statement. Once requested, replacement cards typically arrive in 5 to 7 calendar days. If you previously added your current Wells Fargo Debit Card or EasyPay Card to your Wells Fargo-supported digital wallet, you may continue to make purchases and access Wells Fargo ATMs using your digital wallet while you wait for your replacement card to arrive. For more details on digital wallets, please visit wellsfargo.com/mobile/payments.

WELLS FARGO

General statement policies for Wells Fargo Bank

■ **Notice:** Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement . . . . . $ _____

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement.

$ _____
$ _____
$ _____
+ $ _____

. . . . . **TOTAL** $ _____

CALCULATE THE SUBTOTAL

(Add Parts A and B)

. . . . . **TOTAL** $ _____

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above . . . . . - $ _____

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)
This amount should be the same as the current balance shown in your check register . . . . . $ _____

Number	Items Outstanding	Amount

ALEXANDER CAPITAL L.P.

17 State Street, 5th Floor
New York, New York 10004

Phone: 212.687.5650
Fax: 212.687.5649

ESOUSA HOLDINGS LLC
211 EAST 43RD STREET
NEW YORK NY 10017-4707

GG0AF
LPM

YOUR INFORMATION

Corporate Account

Your Financial Professional
Paul Messina
17 State St.
5th Floor
New York NY 10004
Telephone: (212) 687-5650
Fax: (212) 687-5649

ACCOUNT STATEMENT

SEPTEMBER 1, 2020 - SEPTEMBER 30, 2020

Account number:
883-09395

ACCOUNT VALUE SUMMARY

	THIS PERIOD	THIS YEAR
Beginning account value	**$9,379,706.18**	**$0.00**
Deposits	339,750.00	14,166,347.09
Withdrawals	-210.00	-2,000,560.00
Taxable income	57.86	113.44
Change in asset value	1,412,876.70	-1,033,719.79
Ending account value	**$11,132,180.74**	**$11,132,180.74**

Estimated annualized income **$11,200.00**

Please see "About Your Statement" on page 2 for further information.

YOUR MESSAGE BOARD

Important cost basis requirements remain effective as part of the overall Form 1099 reporting changes that began in 2011. For more information about these regulation changes, please visit www.rbccorrespondentservices.com and select the "Legal" link at the bottom of the home page, followed by "Cost Basis Updates". Check back regularly for updates.

Whether you want to build, preserve, enjoy, or share your hard-earned wealth, we're here to help. For questions about your account, please contact your Financial Professional, who will be happy to assist you.

GO PAPERLESS – Certain client documents are available for electronic delivery by accessing your account online at www.Investor-Connect.com or your broker dealer's website. Upon signing up for this service, you will choose which documents you do not want to receive in the mail. You will then be notified by email when they are available for viewing and printing via the Internet. You may change your paperless elections at any time by going to the Online Documents page on the website.

ABOUT YOUR ACCOUNT – RBC Capital Markets, LLC, through the courtesy of RBC Correspondent Services, a division of RBC Capital Markets, LLC (RBC), carries your account and acts as your custodian for funds and securities deposited with us directly by you, through your brokerage firm or as a result of transactions we process for your account. Inquiries concerning the positions and balances in your account may be directed to us at 612-371-7830. All other inquiries regarding your account or the activity therein should be directed to your brokerage firm. **Please review your account statement in its entirety. If you note any discrepancies in your money balance, security positions, tax lots chosen for disposition, or unauthorized activity in your account, report it immediately to your brokerage firm and RBC. In addition, you should reconfirm in writing any oral communications with your brokerage firm or us (RBC Correspondent Services, Attn: Relationship Management, 60 South 6th Street P18, Minneapolis, MN 55402) to further protect your rights, including your rights under the Securities Investor Protection Act (SIPA).** A statement of financial condition for RBC is available for your personal inspection at our offices or a copy will be mailed to you upon written request.

Securities and cash in your account(s) are protected up to $500,000 per client (including a $250,000 limit for cash only) by the Securities Investor Protection Corporation (SIPC). RBC has purchased an additional policy covering up to $99.5 million per SIPC-qualified account (of which $900,000 may be cash) subject to a total maximum aggregate for RBC of $400 million which would be distributed on a pro-rata basis across all losses by clients of RBC. This protection applies only to the physical loss or destruction of your securities; it does not apply to any decline in the market value of your securities. Other investments shown on your statement but not held at RBC may not be protected by SIPC or private insurance policies purchased by RBC. Certain investments and transactions are ineligible under SIPC, such as commodity futures contracts and currency, investment contracts (such as limited partnerships), fixed annuity contracts that are not registered with the U.S. Securities and Exchange Commission under the Securities Act of 1933, and foreign currency transactions. For more details, please talk to your Financial Professional, call SIPC at 202-371-8300 for a brochure, or visit www.sipc.org.

All securities we hold for you that are not registered in your name ("street name" securities) are commingled with identical securities being held for other clients. In the event that any such securities are "called" by the issuer, we will determine which clients' securities are redeemed using an impartial selection system, as required by Financial Industry Regulatory Authority (FINRA) rules. RBC's lottery procedures for callable securities may be found on our website at www.rbcwm-usa.com/legal/rbc-cs. A printed copy of these procedures may be requested from your Financial Professional.

To report a lost or stolen Visa® Platinum Debit Card, or for questions regarding check activity, money fund balances, and Visa® Platinum Debit Card activity, call Client Support Services at 800-933-9946.

If you have an options account, each of the transaction confirmations we send you itemizes the commissions you have paid. Upon request, we will also provide you with a statement of the total option commissions you have paid this calendar year.

Accounts may be subject to an annual and/or inactive fee. Contact your Financial Professional for information.

ABOUT YOUR INVESTMENT OBJECTIVE / PROFILE AND RISK TOLERANCE – The Investment Objective and Risk Tolerance, where applicable, on page 3 of this statement are specific to this account and should reflect your investment goals and the level of overall risk you are willing to assume in seeking returns for this account.

Investment Objective	Preservation of Principal/ Income	Balanced Growth	Growth	Aggressive Growth/Aggressive Income	Speculation
Lower Return Potential Lower Risk	◄			►	Higher Return Potential Higher Risk
Risk Tolerance	Minimal Risk	Low Risk	Moderate Risk	High Risk	Maximum Risk

The Advisory Risk Profile, also noted on page 3, if applicable, is applied broadly across specified advisory accounts held at RBC and should reflect the basis for the recommendation of an appropriate investment strategy designed to meet your objectives and financial needs as identified in your Risk Profile questionnaire.

Advisory Risk Profile	Profile 1	Profile 2	Profile 3	Profile 4	Profile 5
Lower Risk and Return Potential Shorter Time Horizon	◄			►	Higher Risk and Return Potential Longer Time Horizon

Please consult promptly with your Financial Professional if the information shown does not accurately reflect your objective or risk tolerance, or if you wish to impose or modify any restrictions on your account.

ABOUT YOUR STATEMENT – Statements are mailed monthly to clients who have transactions during the month that affect money balances and/or security positions. Statements are mailed quarterly to all other clients provided that their account contains a money or security balance. Please review these statements carefully and keep them for your records.

Your statement is intended to provide only a summary of activity in your account(s) for the statement period. The information provided on the statement includes, among other things, a snapshot of the value of your account(s); a summary of the income you received for the statement and year-to-date periods; contributions to Traditional, Roth, or other Individual Retirement Account(s); and transactions in mutual funds shares. The presentation of the value of your account(s), as well as changes in value, includes all deposits, withdrawals, and other changes in market value. It may also reflect a reduction in value as a result of the return of principal on certain fixed income securities. However, changes in the value of unpriced securities, special products, or accrued interest are not reflected.

If you have questions about your individual tax situation, please consult your tax advisor.

The prices for most securities and certain securities transactions reported on this statement are obtained from independent quotation services whose appraisal(s) are based on closing prices, bid-ask quotations, or other factors; however, in some cases, RBC calculates prices for certain securities using information from independent and internal sources. If you hold municipal revenue bonds, please be aware that the price you may receive on their sale may vary significantly from the price shown on your statement. Moreover, certain securities may have unique valuation requirements. Certain securities prices may not be current as of the statement date, and certain adjustments to your holdings may not yet have been included. If you purchase and/or hold securities traded in a market outside of the United States, and/or denominated in a currency other than United States dollars, the price of those securities may be converted into United States dollars for inclusion on your statement. The risks of adverse changes in the value of non-United States currencies relative to the United States dollar are borne by you; RBC does not hedge or otherwise mitigate such risks. While we obtain pricing and currency conversion information from sources that we believe are reliable, RBC cannot guarantee the accuracy of the prices and currency conversion information that appear on your statement. You should always request a current valuation of your securities prior to making an investment decision or placing an order to buy or sell securities.

RBC's Dividend Reinvestment Program (DRIP) is available to holders of eligible securities. Please contact your Financial Professional for more information on the program.

Non-priced Securities – Securities that are not actively traded and for which no independent quotation-service pricing is readily available are excluded from the (i) Market Price, (ii) Market Value, and (iii) Account Value Summary Total sections of your statement. In these instances, the Market Value and Total Account Summary sections will reflect a $0.00 value for these securities until such time that they begin active trading and/or have a readily available independent quotation-service price. Accrued interest for non-priced (N/P) securities will be reflected where applicable. Examples of N/P securities may include, but are not limited to, auction rate securities, auction rate preferred securities and certain structured products, and over-the-counter equity securities.

Your statement also includes a summary of the short- or long-term gain or loss from the sale of selected securities in non-retirement accounts. "Short-term" refers to securities held for one year or less; "long-term" refers to securities held more than one year. RBC provides gain/loss information as a service to you; the information may not be accurate for tax reporting or other purposes and may rely on information, such as the original cost basis for a security that you or another source at your direction provided to RBC. Gain/loss information may also reflect a change in the value of certain fixed income and other securities that return or amortize principal over time.

If you have elected to receive interest on free credit balances maintained in your account, please be advised that under federal securities laws and the rules of FINRA, we are permitted to pay such interest only on balances arising as an incidence of securities trading activities. We may use a free credit balance in your account in the course of our business, subject to limitations of 17CFR Section 240.15c3–3 under the Securities Exchange Act of 1934. You may demand and receive from us during normal business hours the delivery of any free credit balances or fully paid securities in your account, and/or any securities purchased in your loan account upon full payment of any indebtedness to us. Any balance in the RBC Insured Deposits or shares in a money market fund in your account may be liquidated on your order and the proceeds returned to your account or remitted to you upon the full payment of any indebtedness to us.

If this is an RBC Express Credit™ (margin) account and RBC maintains a special memorandum account for you, this is a combined statement of both your general account and the special memorandum account maintained for you under Regulation T of the Federal Reserve system. The permanent record of the special memorandum account as required by Regulation T is available for your inspection at your request. RBC reserves the right to limit RBC Express Credit (margin) purchases and short sales and to alter its margin requirements and due dates for house or other margin calls in accordance with the firm's guidelines, market conditions, and regulatory requirements.

The prices reported on your RBC statement for securities issued through or by a Direct Participation Program, Real Estate Investment Trust, or private securities, including hedge funds, are estimates. RBC does not calculate the prices of these securities, and has not confirmed these prices or verified that they are determined correctly. Instead, RBC relies on independent quotation services or the management, trustee, or general partner of the issuer of the securities to provide such prices. The prices may be based on independent appraisals, the book value of the entity's assets, the prices paid or offered for the securities, or another method or basis (or a combination of any of these). These securities are illiquid, and do not trade in a public market. Consequently, the estimated value of the securities (which is shown on your statement) may not equal the amount(s) that you receive if you attempt to sell your investment. In some cases, accurate valuation information relating to these securities may not be available. For current or estimated price information on the estimated value of the securities, the source of the actual or estimated value of the securities, or the method by which the value was determined or estimated, please contact your Financial Professional.

If this statement contains an estimated value, you should be aware that this value may be based on a limited number of trades or quotes. Therefore, you may not be able to sell these securities at a price equal or near to the value shown. However, the broker-dealer providing this statement may not refuse to accept your order to sell these securities. Also, the amount you receive from a sale generally will be reduced by the amount of any commissions or similar charges. If an estimated value is not shown for a security, a value could not be determined because of a lack of information.

For a schedule of fees charged by RBC CS and your brokerage firm, you may visit Investor Connect through your Financial Professional's website or directly at www.investor-connect.com where a list of fees is included in the most recent electronic statement insert section for the periods ending March, June, September or December. Please contact your Financial Professional with additional questions about the list of fees, or for help accessing Investor Connect.

FINRA BrokerCheck Hotline – FINRA has made available to investors a pamphlet describing FINRA BrokerCheck for your information. To obtain a copy of the brochure, please contact FINRA at 800-289-9999 or visit their website at www.finra.org.

Same-Day Cash Sweep Redemptions – If your transaction has the description "Same Day," the transaction you requested required same-day payment; RBC retained the last day's dividend to offset the cost of advancing a same-day payment on your behalf.

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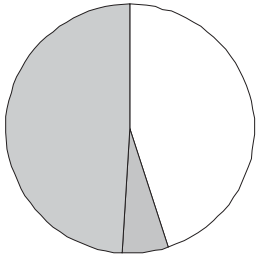
ACCOUNT STATEMENT

SEPTEMBER 1, 2020 - SEPTEMBER 30, 2020

ASSET ALLOCATION SUMMARY



	CURRENT VALUE	PERCENT
RBC Insured Deposits	$5,000,000.00	45%
Cash and money market	695,430.74	6%
US equities	5,436,750.00	49%
Current account value	**$11,132,180.74**	**100%**

Mutual funds are included in the above categories. Funds that invest in more than one category are reported as "Mixed Assets."
The cash and money market figure is net of debits including any RBC Express Credit (margin) debit, if applicable.

Deposits in the RBC Insured Deposits are not covered by SIPC. Please see Asset Detail beginning on page 4 for more information.

INVESTMENT OBJECTIVE / RISK TOLERANCE

The investment objective for this account is: Speculation
The risk tolerance for this account is: Maximum Risk
Please see "About Your Investment Objective / Profile and Risk Tolerance" on page 2 for further information.

GAIN/LOSS SUMMARY

	THIS PERIOD	THIS YEAR
Total realized gain or loss	$0.00	$0.00
Short-term gain or loss	0.00	0.00
Long-term gain or loss	0.00	0.00
		AS OF SEPTEMBER 30, 2020
Unrealized gain or loss		$130,000.15

Please see "About Your Statement" on page 2 for further information.

ACTIVITY SUMMARY

Total account value last statement		**$9,379,706.18**
Cash activity		
Beginning balance	**6,511,666.18**	
Money coming into your account		
Sales proceeds/redemptions	1,830,166.55	
Interest	45.16	
Dividends	12.70	
Total	**1,830,224.41**	
Money going out of your account		
Funds to purchase securities	-2,646,249.85	
Fees	-210.00	
Total	**-2,646,459.85**	
Ending balance	**5,695,430.74**	
Net change cash activity		**-$816,235.44**
Change in security value		
Beginning value of priced securities	**2,868,040.00**	
Securities purchased	2,646,249.85	
Securities transferred in	339,750.00	
Securities sold/redeemed	-1,830,166.55	
Change in value of priced securities	1,412,876.70	
Ending value of priced securities	**5,436,750.00**	
Net change in securities value		**$2,568,710.00**
Total account value as of September 30, 2020		**$11,132,180.74**

ASSET DETAIL

The Estimated Annualized Income ("EAI") for certain securities could include a return of principal or capital gains, in which case EAI depicted on this account statement would be overstated. EAI is only an estimate of income generated by the investment and the actual income may be higher or lower. In the event the investment matures, is sold or called, the full EAI may not be realized.

** The Unrealized Gain/Loss may not reflect your investments' total return. Specifically, the net cost may include dividend and capital gains distributions which have been reinvested. Additionally, the information that appears in these columns may be based on information provided by you or at your direction. RBC has not verified such data. Please see "About Your Statement" on page 2 for further information.*

Your Financial Professional has elected to display Asset Detail with the following options: asset purchases (tax lots) consolidated.

RBC INSURED DEPOSITS

Deposits in the RBC Insured Deposits, with the exception of amounts classified as "Pending Deposits," are held by the Program Banks, not RBC Correspondent Services. They are not covered by SIPC. Balances classified as "Pending Deposits" are scheduled to be deposited in the Program Banks on the business day following the statement date, and thus, these deposits are covered by SIPC until such time as they are deposited in the Program Banks. Deposits are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 per depositor at each bank subject to certain limitations. ***This means that your funds in excess of $250,000 in the same insurable capacity at any single Program Bank are not insured.*** *FDIC insurance coverage amounts are subject to the combined total of all deposits at a specific Program Bank including deposits held by the Program Bank outside of this account. Please refer to the RBC Insured Deposits Disclosure Statement and our website at www.investor-connect.com for more details, including the current aggregate FDIC deposit insurance amount available through the Program. For questions concerning bank balances, please contact your Financial Professional.*

DESCRIPTION		BANK BALANCE	CURRENT BALANCE	PREVIOUS STATEMENT BALANCE	YTD INCOME
RBC INSURED DEPOSITS NOT SIPC COVERED			$5,000,000.00	$5,000,000.00	$90.39
DEPOSITS ARE HELD AT:					
Associated Bank NA	Green Bay, WI	$249,000.00			
Simmons Bank	Pine Bluff, AR	$249,000.00			
Truist Bank	Charlotte, NC	$1.52			
BBVA USA	Birmingham, AL	$249,000.00			
New York Community Bank	Westbury NY, NY	$249,000.00			
Citibank NA	Sioux Falls, SD	$249,000.00			
Tristate Capital Bank	Pittsburgh, PA	$229,706.82			
Enterprise Bank and Trust	Clayton, MO	$249,000.00			
East West Bank	Pasadena, CA	$249,000.00			
EagleBank	Bethesda, MD	$249,000.00			
Synovus Bank	Columbus, GA	$249,000.00			
Umpqua Bank	Portland, OR	$249,000.00			
Texas Capital Bank NA	Dallas, TX	$248,993.94			
City National Bank	Los Angeles, CA	$39,297.72			
Manufacturers Bank	LOS ANGELES, CA	$249,000.00			
Israel Discount Bank of N	New York, NY	$249,000.00			
First Internet Bank of In	Fishers, IN	$249,000.00			
BankUnited	Miami, FL	$249,000.00			
HSBC Bank USA NA	Tysons, VA	$249,000.00			
State Street Bank and Tru	Boston, MA	$249,000.00			
Bridgewater Bank	Saint Louis Park, MN	$249,000.00			
Sandy Spring Bank	Olney, MD	$249,000.00			
TOTAL RBC INSURED DEPOSITS			**$5,000,000.00**		**$90.39**

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ACCOUNT STATEMENT

SEPTEMBER 1, 2020 - SEPTEMBER 30, 2020

CASH AND MONEY MARKET

DESCRIPTION	SYMBOL/CUSIP	QUANTITY	MARKET PRICE	CURRENT MARKET VALUE	PREVIOUS STATEMENT MARKET VALUE	YTD INCOME
US GOVT MONEY MARKET FUND RBC INVESTOR CLASS	TUIXX	695,430.740	$1.000	$695,430.74	$1,511,666.18	$23.05
TOTAL CASH AND MONEY MARKET				**$695,430.74**		**$23.05**

US EQUITIES

DESCRIPTION	SYMBOL/CUSIP	QUANTITY	MARKET PRICE	MARKET VALUE	NET COST *	UNREALIZED GAIN/LOSS *	ESTIMATED ANNUALIZED INCOME
DPW HOLDINGS INC COMMON STOCK	DPW	1,100,000.000	$2.010	$2,211,000.00	N/A	N/A	
FACEBOOK INC CL A	FB	5,000.000	$261.900	$1,309,500.00	$1,245,999.95	$63,500.05	
MICROSOFT CORP	MSFT	5,000.000	$210.330	$1,051,650.00	$1,015,099.95	$36,550.05	$11,200.00
NET ELEMENT INC COMMON STOCK	NETE	50,000.000	$8.990	$449,500.00	N/A	N/A	
PINTEREST INC CLASS A COMMON STOCK	PINS	10,000.000	$41.510	$415,100.00	$385,149.95	$29,950.05	
TOTAL US EQUITIES				**$5,436,750.00**	**$2,646,249.85**	**$130,000.15**	**$11,200.00**
TOTAL ASSETS				**$11,132,180.74**			**$11,200.00**

ACTIVITY DETAIL

Realized gain/loss column includes fees and commissions. It does not include accrued interest.

Purchases, sales and other activity all represent an exchange of cash and/or money market funds for securities and, as such, do not represent deposits to or withdrawals from your account. Account value changes due to commissions, mark ups, mark downs and accrued interest are shown in the "Change in value of priced securities" line of the Account Value Summary.

** Information that appears in these columns may be based on information provided by you or at your direction; RBC has not verified such data. Please see "About Your Statement" on page 2 for further information.*

PURCHASES

Regular Purchases

DATE	DESCRIPTION	QUANTITY	PRICE	NET COST/ ACCRUED INTEREST	COMMENTS
09/25/20	FACEBOOK INC CL A UNSOLICITED	5,000.000	$249.180	-$1,245,999.95	

ACTIVITY DETAIL

PURCHASES
(continued)

Regular Purchases

DATE	DESCRIPTION	QUANTITY	PRICE	NET COST/ ACCRUED INTEREST	COMMENTS
09/25/20	MICROSOFT CORP UNSOLICITED	5,000.000	$203.000	-$1,015,099.95	
09/25/20	PINTEREST INC CLASS A COMMON STOCK UNSOLICITED	10,000.000	$38.500	-$385,149.95	
Total regular purchases				**-$2,646,249.85**	
TOTAL PURCHASES				**-$2,646,249.85**	

SALES

DATE	DESCRIPTION	QUANTITY	PRICE	NET PROCEEDS/ ACCRUED INTEREST	NET COST*	REALIZED GAIN/LOSS*	COMMENTS
09/24/20	NET ELEMENT INC COMMON STOCK LONG-STOCK IN DELIVERABLE FORM UNSOLICITED	-128,000.000	$14.370	$1,830,166.55	N/A	N/A	

DEPOSITS

Securities transferred in

DATE	DESCRIPTION	QUANTITY	PRICE	AMOUNT	COMMENTS
09/28/20	NET ELEMENT INC COMMON STOCK DWAC FAST DEPOSIT ASSETS RECEIVED	50,000.000	$6.795	$339,750.00	
TOTAL DEPOSITS				**$339,750.00**	

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ACTIVITY DETAIL

WITHDRAWALS

Fees

DATE	DESCRIPTION		AMOUNT	COMMENTS
09/01/20	DPW HOLDINGS INC DWAC FEE	COMMON STOCK AGENT TFR FEE	-$110.00	
09/01/20	NET ELEMENT INC DWAC FEE	COMMON STOCK AGENT TFR FEE	-$100.00	
Total fees			**-$210.00**	

TOTAL WITHDRAWALS **-$210.00**

TAXABLE INCOME

Interest

DATE	DESCRIPTION		SYMBOL/CUSIP	AMOUNT	COMMENTS
09/28/20	RBC INSURED DEPOSITS APYE#: 00.01 % *# APYE = Annual Percentage Yield Earned*	MONTHLY INTEREST 08/26-09/27 INTEREST	2015912	$45.16	

Dividends

DATE	DESCRIPTION		SYMBOL/CUSIP	AMOUNT	COMMENTS
09/30/20	US GOVT MONEY MARKET FUND MONTHLY DIVIDEND 8/31- 9/29	RBC INVESTOR CLASS DIVIDEND	TUIXX	$12.70	.01% AVERAGE MONTHLY YIELD

TOTAL TAXABLE INCOME **$57.86**

CASH SWEEP PROGRAM DETAIL

** Transaction details are only provided for cash sweep programs that sweep funds into bank deposit accounts. Please refer to the Asset Detail section of this statement for more information.*

RBC INSURED DEPOSITS
NOT SIPC COVERED

DATE	DESCRIPTION	AMOUNT
09/01/20	BALANCE FORWARD	$5,000,000.00
09/28/20	DEPOSIT	1,830,166.55
09/30/20	ENDING BALANCE	$5,000,000.00

DATE	DESCRIPTION	AMOUNT
09/28/20	INTEREST REINVEST	45.16
09/28/20	WITHDRAWAL	-1,830,211.71

INCOME FROM SEPTEMBER 1, 2020 – SEPTEMBER 30, 2020: $45.16

MONEY MARKET DETAIL

** Transaction details are only provided for money market funds that are set up for automated sweep.*

US GOVT MONEY MARKET FUND
RBC INVESTOR CLASS

09/01/20	BALANCE FORWARD	$1,511,666.18
09/28/20	PURCHASE	1,830,211.71
09/30/20	DIVIDEND REINVEST	12.70

09/01/20	SAME DAY; SEE DISCLOSURE PG2	-210.00
09/29/20	REDEMPTION	-2,646,249.85
09/30/20	ENDING BALANCE	$695,430.74

INCOME FROM SEPTEMBER 1, 2020 – SEPTEMBER 30, 2020: $12.70

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ESOUSA HOLDINGS LLC
211 EAST 43RD STREET
NEW YORK NY 10017-4707

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LPM

YOUR INFORMATION

Corporate Account

Your Financial Professional
Paul Messina
17 State St.
5th Floor
New York NY 10004
Telephone: (212) 687-5650
Fax: (212) 687-5649

ACCOUNT STATEMENT

OCTOBER 1, 2020 - OCTOBER 31, 2020

Account number:
883-09395

ACCOUNT VALUE SUMMARY

	THIS PERIOD	THIS YEAR
Beginning account value	**$11,132,180.74**	**$0.00**
Deposits	2,696,773.64	16,863,120.73
Withdrawals	-125.00	-2,000,685.00
Taxable income	66.69	180.13
Change in asset value	575,173.85	-458,545.94
Ending account value	**$14,404,069.92**	**$14,404,069.92**

Estimated annualized income **$11,200.00**

Please see "About Your Statement" on page 2 for further information.

YOUR MESSAGE BOARD

Whether you want to build, preserve, enjoy, or share your hard-earned wealth, we're here to help. For questions about your account, please contact your Financial Professional, who will be happy to assist you.

GO PAPERLESS – Certain client documents are available for electronic delivery by accessing your account online at www.Investor-Connect.com or your broker dealer's website. Upon signing up for this service, you will choose which documents you do not want to receive in the mail. You will then be notified by email when they are available for viewing and printing via the Internet. You may change your paperless elections at any time by going to the Online Documents page on the website.

ABOUT YOUR ACCOUNT – RBC Capital Markets, LLC, through the courtesy of RBC Correspondent Services, a division of RBC Capital Markets, LLC (RBC), carries your account and acts as your custodian for funds and securities deposited with us directly by you, through your brokerage firm or as a result of transactions we process for your account. Inquiries concerning the positions and balances in your account may be directed to us at 612-371-7830. All other inquiries regarding your account or the activity therein should be directed to your brokerage firm. **Please review your account statement in its entirety. If you note any discrepancies in your money balance, security positions, tax lots chosen for disposition, or unauthorized activity in your account, report it immediately to your brokerage firm and RBC. In addition, you should reconfirm in writing any oral communications with your brokerage firm or us (RBC Correspondent Services, Attn: Relationship Management, 60 South 6th Street P18, Minneapolis, MN 55402) to further protect your rights, including your rights under the Securities Investor Protection Act (SIPA).** A statement of financial condition for RBC is available for your personal inspection at our offices or a copy will be mailed to you upon written request.

Securities and cash in your account(s) are protected up to $500,000 per client (including a $250,000 limit for cash only) by the Securities Investor Protection Corporation (SIPC). RBC has purchased an additional policy covering up to $99.5 million per SIPC-qualified account (of which $900,000 may be cash) subject to a total maximum aggregate for RBC of $400 million which would be distributed on a pro-rata basis across all losses by clients of RBC. This protection applies only to the physical loss or destruction of your securities; it does not apply to any decline in the market value of your securities. Other investments shown on your statement but not held at RBC may not be protected by SIPC or private insurance policies purchased by RBC. Certain investments and transactions are ineligible under SIPC, such as commodity futures contracts and currency, investment contracts (such as limited partnerships), fixed annuity contracts that are not registered with the U.S. Securities and Exchange Commission under the Securities Act of 1933, and foreign currency transactions. For more details, please talk to your Financial Professional, call SIPC at 202-371-8300 for a brochure, or visit www.sipc.org.

All securities we hold for you that are not registered in your name ("street name" securities) are commingled with identical securities being held for other clients. In the event that any such securities are "called" by the issuer, we will determine which clients' securities are redeemed using an impartial selection system, as required by Financial Industry Regulatory Authority (FINRA) rules. RBC's lottery procedures for callable securities may be found on our website at www.rbcwm-usa.com/legal/rbc-cs. A printed copy of these procedures may be requested from your Financial Professional.

To report a lost or stolen Visa® Platinum Debit Card, or for questions regarding check activity, money fund balances, and Visa® Platinum Debit Card activity, call Client Support Services at 800-933-9946.

If you have an options account, each of the transaction confirmations we send you itemizes the commissions you have paid. Upon request, we will also provide you with a statement of the total option commissions you have paid this calendar year.

Accounts may be subject to an annual and/or inactive fee. Contact your Financial Professional for information.

ABOUT YOUR INVESTMENT OBJECTIVE / PROFILE AND RISK TOLERANCE – The Investment Objective and Risk Tolerance, where applicable, on page 3 of this statement are specific to this account and should reflect your investment goals and the level of overall risk you are willing to assume in seeking returns for this account.

Investment Objective	Preservation of Principal/ Income	Balanced Growth	Growth	Aggressive Growth/Aggressive Income	Speculation
Lower Return Potential Lower Risk	◄				► Higher Return Potential Higher Risk
Risk Tolerance	Minimal Risk	Low Risk	Moderate Risk	High Risk	Maximum Risk

The Advisory Risk Profile, also noted on page 3, if applicable, is applied broadly across specified advisory accounts held at RBC and should reflect the basis for the recommendation of an appropriate investment strategy designed to meet your objectives and financial needs as identified in your Risk Profile questionnaire.

Advisory Risk Profile	Profile 1	Profile 2	Profile 3	Profile 4	Profile 5
Lower Risk and Return Potential Shorter Time Horizon	◄				► Higher Risk and Return Potential Longer Time Horizon

Please consult promptly with your Financial Professional if the information shown does not accurately reflect your objective or risk tolerance, or if you wish to impose or modify any restrictions on your account.

ABOUT YOUR STATEMENT – Statements are mailed monthly to clients who have transactions during the month that affect money balances and/or security positions. Statements are mailed quarterly to all other clients provided that their account contains a money or security balance. Please review these statements carefully and keep them for your records.

Your statement is intended to provide only a summary of activity in your account(s) for the statement period. The information provided on the statement includes, among other things, a snapshot of the value of your account(s); a summary of the income you received for the statement and year-to-date periods; contributions to Traditional, Roth, or other Individual Retirement Account(s); and transactions in mutual funds shares. The presentation of the value of your account(s), as well as changes in value, includes all deposits, withdrawals, and other changes in market value. It may also reflect a reduction in value as a result of the return of principal on certain fixed income securities. However, changes in the value of unpriced securities, special products, or accrued interest are not reflected.

If you have questions about your individual tax situation, please consult your tax advisor.

The prices for most securities and certain securities transactions reported on this statement are obtained from independent quotation services whose appraisal(s) are based on closing prices, bid-ask quotations, or other factors; however, in some cases, RBC calculates prices for certain securities using information from independent and internal sources. If you hold municipal revenue bonds, please be aware that the price you may receive on their sale may vary significantly from the price shown on your statement. Moreover, certain securities may have unique valuation requirements. Certain securities prices may not be current as of the statement date, and certain adjustments to your holdings may not yet have been included. If you purchase and/or hold securities traded in a market outside of the United States, and/or denominated in a currency other than United States dollars, the price of those securities may be converted into United States dollars for inclusion on your statement. The risks of adverse changes in the value of non-United States currencies relative to the United States dollar are borne by you; RBC does not hedge or otherwise mitigate such risks. While we obtain pricing and currency conversion information from sources that we believe are reliable, RBC cannot guarantee the accuracy of the prices and currency conversion information that appear on your statement. You should always request a current valuation of your securities prior to making an investment decision or placing an order to buy or sell securities.

RBC's Dividend Reinvestment Program (DRIP) is available to holders of eligible securities. Please contact your Financial Professional for more information on the program.

Non-priced Securities – Securities that are not actively traded and for which no independent quotation-service pricing is readily available are excluded from the (i) Market Price, (ii) Market Value, and (iii) Account Value Summary Total sections of your statement. In these instances, the Market Value and Total Account Summary sections will reflect a $0.00 value for these securities until such time that they begin active trading and/or have a readily available independent quotation-service price. Accrued interest for non-priced (N/P) securities will be reflected where applicable. Examples of N/P securities may include, but are not limited to, auction rate securities, auction rate preferred securities and certain structured products, and over-the-counter equity securities.

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If this is an RBC Express Credit™ (margin) account and RBC maintains a special memorandum account for you, this is a combined statement of both your general account and the special memorandum account maintained for you under Regulation T of the Federal Reserve system. The permanent record of the special memorandum account as required by Regulation T is available for your inspection at your request. RBC reserves the right to limit RBC Express Credit (margin) purchases and short sales and to alter its margin requirements and due dates for house or other margin calls in accordance with the firm's guidelines, market conditions, and regulatory requirements.

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FINRA BrokerCheck Hotline – FINRA has made available to investors a pamphlet describing FINRA BrokerCheck for your information. To obtain a copy of the brochure, please contact FINRA at 800-289-9999 or visit their website at www.finra.org.

Same-Day Cash Sweep Redemptions – If your transaction has the description "Same Day," the transaction you requested required same-day payment; RBC retained the last day's dividend to offset the cost of advancing a same-day payment on your behalf.

ALEXANDER CAPITAL L.P.

17 State Street, 5th Floor
New York, New York 10004

Phone: 212.687.5650
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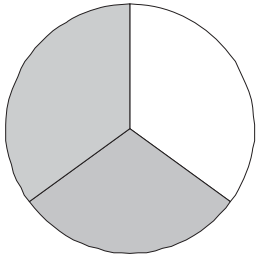
ACCOUNT STATEMENT

OCTOBER 1, 2020 - OCTOBER 31, 2020

ASSET ALLOCATION SUMMARY



	CURRENT VALUE	PERCENT
RBC Insured Deposits	$5,000,000.00	35%
Cash and money market	4,358,574.08	30%
US equities	5,045,495.84	35%
Current account value	**$14,404,069.92**	**100%**

Mutual funds are included in the above categories. Funds that invest in more than one category are reported as "Mixed Assets."
The cash and money market figure is net of debits including any RBC Express Credit (margin) debit, if applicable.

Deposits in the RBC Insured Deposits are not covered by SIPC. Please see Asset Detail beginning on page 4 for more information.

INVESTMENT OBJECTIVE / RISK TOLERANCE

The investment objective for this account is: Speculation
The risk tolerance for this account is: Maximum Risk
Please see "About Your Investment Objective / Profile and Risk Tolerance" on page 2 for further information.

GAIN/LOSS SUMMARY

	THIS PERIOD	THIS YEAR
Total realized gain or loss	$0.00	$0.00
Short-term gain or loss	0.00	0.00
Long-term gain or loss	0.00	0.00
		AS OF OCTOBER 31, 2020
Unrealized gain or loss		$795,106.04

Please see "About Your Statement" on page 2 for further information.

ACTIVITY SUMMARY

Total account value last statement		**$11,132,180.74**
Cash activity		
Beginning balance	**5,695,430.74**	
Money coming into your account		
Sales proceeds/redemptions	4,563,356.60	
Deposits	-75.00	
Interest	38.34	
Dividends	28.35	
Total	**4,563,348.29**	
Money going out of your account		
Funds to purchase securities	-900,079.95	
Fees	-125.00	
Total	**-900,204.95**	
Ending balance	**9,358,574.08**	
Net change cash activity		**$3,663,143.34**
Change in security value		
Beginning value of priced securities	**5,436,750.00**	
Securities purchased	900,079.95	
Securities transferred in	2,696,848.64	
Securities sold/redeemed	-4,563,356.60	
Change in value of priced securities	575,173.85	
Ending value of priced securities	**5,045,495.84**	
Net change in securities value		**-$391,254.16**
Total account value as of October 31, 2020		**$14,404,069.92**

ASSET DETAIL

The Estimated Annualized Income ("EAI") for certain securities could include a return of principal or capital gains, in which case EAI depicted on this account statement would be overstated. EAI is only an estimate of income generated by the investment and the actual income may be higher or lower. In the event the investment matures, is sold or called, the full EAI may not be realized.

** The Unrealized Gain/Loss may not reflect your investments' total return. Specifically, the net cost may include dividend and capital gains distributions which have been reinvested. Additionally, the information that appears in these columns may be based on information provided by you or at your direction. RBC has not verified such data. Please see "About Your Statement" on page 2 for further information.*

Your Financial Professional has elected to display Asset Detail with the following options: asset purchases (tax lots) consolidated.

RBC INSURED DEPOSITS

Deposits in the RBC Insured Deposits, with the exception of amounts classified as "Pending Deposits," are held by the Program Banks, not RBC Correspondent Services. They are not covered by SIPC. Balances classified as "Pending Deposits" are scheduled to be deposited in the Program Banks on the business day following the statement date, and thus, these deposits are covered by SIPC until such time as they are deposited in the Program Banks. Deposits are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 per depositor at each bank subject to certain limitations. ***This means that your funds in excess of $250,000 in the same insurable capacity at any single Program Bank are not insured.*** *FDIC insurance coverage amounts are subject to the combined total of all deposits at a specific Program Bank including deposits held by the Program Bank outside of this account. Please refer to the RBC Insured Deposits Disclosure Statement and our website at www.investor-connect.com for more details, including the current aggregate FDIC deposit insurance amount available through the Program. For questions concerning bank balances, please contact your Financial Professional.*

DESCRIPTION		BANK BALANCE	CURRENT BALANCE	PREVIOUS STATEMENT BALANCE	YTD INCOME
RBC INSURED DEPOSITS NOT SIPC COVERED			$5,000,000.00	$5,000,000.00	$128.73
DEPOSITS ARE HELD AT:					
Associated Bank NA	Green Bay, WI	$249,000.00			
Simmons Bank	Pine Bluff, AR	$249,000.00			
Truist Bank	Lumberton, NC	$1.52			
BBVA USA	Birmingham, AL	$249,000.00			
New York Community Bank	Westbury NY, NY	$249,000.00			
Citibank NA	Sioux Falls, SD	$249,000.00			
Tristate Capital Bank	Pittsburgh, PA	$229,708.58			
Enterprise Bank and Trust	Clayton, MO	$249,000.00			
East West Bank	Pasadena, CA	$249,000.00			
EagleBank	Bethesda, MD	$249,000.00			
Synovus Bank	Columbus, GA	$249,000.00			
Umpqua Bank	Portland, OR	$249,000.00			
Texas Capital Bank NA	Dallas, TX	$248,991.88			
City National Bank	Los Angeles, CA	$39,298.02			
Manufacturers Bank	LOS ANGELES, CA	$249,000.00			
Israel Discount Bank of N	New York, NY	$249,000.00			
First Internet Bank of In	Fishers, IN	$249,000.00			
BankUnited	Miami, FL	$249,000.00			
HSBC Bank USA NA	Tysons, VA	$249,000.00			
State Street Bank and Tru	Boston, MA	$249,000.00			
Bridgewater Bank	Saint Louis Park, MN	$249,000.00			
Sandy Spring Bank	Olney, MD	$249,000.00			
TOTAL RBC INSURED DEPOSITS			**$5,000,000.00**		**$128.73**

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ACCOUNT STATEMENT

OCTOBER 1, 2020 - OCTOBER 31, 2020

CASH AND MONEY MARKET

DESCRIPTION	SYMBOL/CUSIP	QUANTITY	MARKET PRICE	CURRENT MARKET VALUE	PREVIOUS STATEMENT MARKET VALUE	YTD INCOME
US GOVT MONEY MARKET FUND RBC INVESTOR CLASS	TUIXX	4,358,574.080	$1.000	$4,358,574.08	$695,430.74	$51.40
TOTAL CASH AND MONEY MARKET				**$4,358,574.08**		**$51.40**

US EQUITIES

DESCRIPTION	SYMBOL/CUSIP	QUANTITY	MARKET PRICE	MARKET VALUE	NET COST *	UNREALIZED GAIN/LOSS *	ESTIMATED ANNUALIZED INCOME
BIOVIE INC CLASS A COMMON STOCK	BIVI	25,000.000	$7.970	$199,250.00	$250,000.00	-$50,750.00	
DPW HOLDINGS INC COMMON STOCK	DPW	106,000.000	$1.510	$160,060.00	N/A	N/A	
FACEBOOK INC CL A	FB	5,000.000	$263.110	$1,315,550.00	$1,245,999.95	$69,550.05	
MICROSOFT CORP	MSFT	5,000.000	$202.470	$1,012,350.00	$1,015,099.95	-$2,749.95	$11,200.00
NET ELEMENT INC COMMON STOCK	NETE	50,000.000	$5.880	$294,000.00	N/A	N/A	
ONTRAK INC COMMON STOCK	OTRK	10,416.000	$61.240	$637,875.84	$0.00	$637,875.84	
PINTEREST INC CLASS A COMMON STOCK	PINS	10,000.000	$58.950	$589,500.00	$385,149.95	$204,350.05	
TWILIO INC CL A	TWLO	3,000.000	$278.970	$836,910.00	$900,079.95	-$63,169.95	
TOTAL US EQUITIES				**$5,045,495.84**	**$3,796,329.80**	**$795,106.04**	**$11,200.00**
TOTAL ASSETS				**$14,404,069.92**			**$11,200.00**

ACTIVITY DETAIL

Realized gain/loss column includes fees and commissions. It does not include accrued interest.

Purchases, sales and other activity all represent an exchange of cash and/or money market funds for securities and, as such, do not represent deposits to or withdrawals from your account. Account value changes due to commissions, mark ups, mark downs and accrued interest are shown in the "Change in value of priced securities" line of the Account Value Summary.

** Information that appears in these columns may be based on information provided by you or at your direction; RBC has not verified such data. Please see "About Your Statement" on page 2 for further information.*

PURCHASES

Regular Purchases

DATE	DESCRIPTION	QUANTITY	PRICE	NET COST/ ACCRUED INTEREST	COMMENTS
10/08/20	TWILIO INC CL A UNSOLICITED	3,000.000	$300.000	-$900,079.95	
TOTAL PURCHASES				**-$900,079.95**	

SALES

DATE	DESCRIPTION	QUANTITY	PRICE	NET PROCEEDS/ ACCRUED INTEREST	NET COST*	REALIZED GAIN/LOSS*	COMMENTS
10/02/20	DPW HOLDINGS INC COMMON STOCK SOLICITED LONG-STOCK IN DELIVERABLE FORM	-1,007,876.000	$2.378	$2,384,993.56	N/A	N/A	
10/07/20	DPW HOLDINGS INC COMMON STOCK SOLICITED LONG-STOCK IN DELIVERABLE FORM	-466,616.000	$2.587	$1,200,912.32	N/A	N/A	
10/08/20	DPW HOLDINGS INC COMMON STOCK LONG-STOCK IN DELIVERABLE FORM UNSOLICITED	-292,511.000	$2.778	$808,381.39	N/A	N/A	
10/16/20	DPW HOLDINGS INC COMMON STOCK LONG-STOCK IN DELIVERABLE FORM UNSOLICITED	-71,513.000	$2.376	$169,069.33	N/A	N/A	
TOTAL SALES				**$4,563,356.60**		**$0.00**	

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ACTIVITY DETAIL

DEPOSITS

Cash deposits

DATE	DESCRIPTION		AMOUNT	COMMENTS
10/13/20	TRANSFER FROM AXOS CLEARING TRANSFER ASSET IN	ACAT20202790050837 BOS 0052	-$75.00	

Securities transferred in

DATE	DESCRIPTION	QUANTITY	PRICE	AMOUNT	COMMENTS
10/06/20	DPW HOLDINGS INC COMMON STOCK DWAC FAST DEPOSIT ASSETS RECEIVED	844,516.000	$2.040	$1,722,812.64	
10/07/20	ONTRAK INC COMMON STOCK 7805 ASSETS RECEIVED	10,416.000	$71.000	$739,536.00	
10/13/20	BIOVIE INC CLASS A COMMON STOCK TRANSFER FROM AXOS CLEARING ACAT20202790050837 BOS 0052 TRANSFER ASSET IN	25,000.000	$9.380	$234,500.00	
Total securities transferred in				**$2,696,848.64**	

TOTAL DEPOSITS **$2,696,773.64**

WITHDRAWALS

Fees

DATE	DESCRIPTION		AMOUNT	COMMENTS
10/05/20	NET ELEMENT INC DWAC FEE	COMMON STOCK AGENT TFR FEE	-$100.00	

ACTIVITY DETAIL

WITHDRAWALS
(continued)

Fees

DATE	DESCRIPTION		AMOUNT	COMMENTS
10/06/20	Submission Fee	AGENT TFR FEE	-$25.00	
Total fees			**-$125.00**	
TOTAL WITHDRAWALS			**-$125.00**	

TAXABLE INCOME

Interest

DATE	DESCRIPTION		SYMBOL/CUSIP	AMOUNT	COMMENTS
10/26/20	RBC INSURED DEPOSITS APYE#: 00.01 % *# APYE = Annual Percentage Yield Earned*	MONTHLY INTEREST 09/28-10/25 INTEREST	2015912	$38.34	

Dividends

DATE	DESCRIPTION		SYMBOL/CUSIP	AMOUNT	COMMENTS
10/30/20	US GOVT MONEY MARKET FUND MONTHLY DIVIDEND 9/30-10/29	RBC INVESTOR CLASS DIVIDEND	TUIXX	$28.35	.01% AVERAGE MONTHLY YIELD
TOTAL TAXABLE INCOME				**$66.69**	

CASH SWEEP PROGRAM DETAIL

** Transaction details are only provided for cash sweep programs that sweep funds into bank deposit accounts. Please refer to the Asset Detail section of this statement for more information.*

RBC INSURED DEPOSITS
NOT SIPC COVERED

DATE	DESCRIPTION	AMOUNT	DATE	DESCRIPTION	AMOUNT
10/01/20	BALANCE FORWARD	$5,000,000.00	10/06/20	DEPOSIT	2,384,993.56
10/06/20	WITHDRAWAL	-2,384,993.56	10/09/20	DEPOSIT	1,200,912.32
10/09/20	WITHDRAWAL	-1,200,912.32	10/20/20	DEPOSIT	169,069.33

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CASH SWEEP PROGRAM DETAIL (continued)

** Transaction details are only provided for cash sweep programs that sweep funds into bank deposit accounts. Please refer to the Asset Detail section of this statement for more information.*

DATE	DESCRIPTION	AMOUNT
10/20/20	WITHDRAWAL	-169,069.33
10/26/20	WITHDRAWAL	-38.34
10/26/20	INTEREST REINVEST	38.34
10/31/20	ENDING BALANCE	$5,000,000.00

INCOME FROM OCTOBER 1, 2020 – OCTOBER 31, 2020: $38.34

MONEY MARKET DETAIL

** Transaction details are only provided for money market funds that are set up for automated sweep.*

US GOVT MONEY MARKET FUND
RBC INVESTOR CLASS

10/01/20	BALANCE FORWARD	$695,430.74
10/06/20	PURCHASE	2,384,993.56
10/09/20	PURCHASE	1,200,912.32
10/13/20	REDEMPTION	-91,698.56
10/26/20	PURCHASE	38.34
10/31/20	ENDING BALANCE	$4,358,574.08
10/05/20	SAME DAY; SEE DISCLOSURE PG2	-100.00
10/06/20	SAME DAY; SEE DISCLOSURE PG2	-25.00
10/13/20	SAME DAY; SEE DISCLOSURE PG2	-75.00
10/20/20	PURCHASE	169,069.33
10/30/20	DIVIDEND REINVEST	28.35

INCOME FROM OCTOBER 1, 2020 – OCTOBER 31, 2020: $28.35

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ESOUSA HOLDINGS LLC
211 EAST 43RD STREET
NEW YORK NY 10017-4707

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ACCOUNT STATEMENT

NOVEMBER 1, 2020 - NOVEMBER 30, 2020

ACCOUNT VALUE SUMMARY

	THIS PERIOD	THIS YEAR
Beginning account value	**$14,404,069.92**	**$0.00**
Deposits	0.00	16,863,120.73
Withdrawals	-10,410,447.43	-12,411,132.43
Taxable income	85.31	265.44
Change in asset value	875,297.51	416,751.57
Ending account value	**$4,869,005.31**	**$4,869,005.31**

Estimated annualized income **$11,200.00**

Please see "About Your Statement" on page 2 for further information.

YOUR INFORMATION

Corporate Account

Your Financial Professional
Paul Messina
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Fax: (212) 687-5649

YOUR MESSAGE BOARD

If you created one or more Account Labels in Investor Connect, you will begin to see these labels reflected in your monthly statements.

Whether you want to build, preserve, enjoy, or share your hard-earned wealth, we're here to help. For questions about your account, please contact your Financial Professional, who will be happy to assist you.

GO PAPERLESS – Certain client documents are available for electronic delivery by accessing your account online at www.Investor-Connect.com or your broker dealer's website. Upon signing up for this service, you will choose which documents you do not want to receive in the mail. You will then be notified by email when they are available for viewing and printing via the Internet. You may change your paperless elections at any time by going to the Online Documents page on the website.

ABOUT YOUR ACCOUNT – RBC Capital Markets, LLC, through the courtesy of RBC Correspondent Services, a division of RBC Capital Markets, LLC (RBC), carries your account and acts as your custodian for funds and securities deposited with us directly by you, through your brokerage firm or as a result of transactions we process for your account. Inquiries concerning the positions and balances in your account may be directed to us at 612-371-7830. All other inquiries regarding your account or the activity therein should be directed to your brokerage firm. **Please review your account statement in its entirety. If you note any discrepancies in your money balance, security positions, tax lots chosen for disposition, or unauthorized activity in your account, report it immediately to your brokerage firm and RBC. In addition, you should reconfirm in writing any oral communications with your brokerage firm or us (RBC Correspondent Services, Attn: Relationship Management, 60 South 6th Street P18, Minneapolis, MN 55402) to further protect your rights, including your rights under the Securities Investor Protection Act (SIPA).** A statement of financial condition for RBC is available for your personal inspection at our offices or a copy will be mailed to you upon written request.

Securities and cash in your account(s) are protected up to $500,000 per client (including a $250,000 limit for cash only) by the Securities Investor Protection Corporation (SIPC). RBC has purchased an additional policy covering up to $99.5 million per SIPC-qualified account (of which $900,000 may be cash) subject to a total maximum aggregate for RBC of $400 million which would be distributed on a pro-rata basis across all losses by clients of RBC. This protection applies only to the physical loss or destruction of your securities; it does not apply to any decline in the market value of your securities. Other investments shown on your statement but not held at RBC may not be protected by SIPC or private insurance policies purchased by RBC. Certain investments and transactions are ineligible under SIPC, such as commodity futures contracts and currency, investment contracts (such as limited partnerships), fixed annuity contracts that are not registered with the U.S. Securities and Exchange Commission under the Securities Act of 1933, and foreign currency transactions. For more details, please talk to your Financial Professional, call SIPC at 202-371-8300 for a brochure, or visit www.sipc.org.

All securities we hold for you that are not registered in your name ("street name" securities) are commingled with identical securities being held for other clients. In the event that any such securities are "called" by the issuer, we will determine which clients' securities are redeemed using an impartial selection system, as required by Financial Industry Regulatory Authority (FINRA) rules. RBC's lottery procedures for callable securities may be found on our website at www.rbcwm-usa.com/legal/rbc-cs. A printed copy of these procedures may be requested from your Financial Professional.

To report a lost or stolen Visa® Platinum Debit Card, or for questions regarding check activity, money fund balances, and Visa® Platinum Debit Card activity, call Client Support Services at 800-933-9946.

If you have an options account, each of the transaction confirmations we send you itemizes the commissions you have paid. Upon request, we will also provide you with a statement of the total option commissions you have paid this calendar year.

Accounts may be subject to an annual and/or inactive fee. Contact your Financial Professional for information.

ABOUT YOUR INVESTMENT OBJECTIVE / PROFILE AND RISK TOLERANCE – The Investment Objective and Risk Tolerance, where applicable, on page 3 of this statement are specific to this account and should reflect your investment goals and the level of overall risk you are willing to assume in seeking returns for this account.

Investment Objective	Preservation of Principal/ Income	Balanced Growth	Growth	Aggressive Growth/Aggressive Income	Speculation
Lower Return Potential Lower Risk	◄				► Higher Return Potential Higher Risk
Risk Tolerance	Minimal Risk	Low Risk	Moderate Risk	High Risk	Maximum Risk

The Advisory Risk Profile, also noted on page 3, if applicable, is applied broadly across specified advisory accounts held at RBC and should reflect the basis for the recommendation of an appropriate investment strategy designed to meet your objectives and financial needs as identified in your Risk Profile questionnaire.

Advisory Risk Profile	Profile 1	Profile 2	Profile 3	Profile 4	Profile 5
Lower Risk and Return Potential Shorter Time Horizon	◄				► Higher Risk and Return Potential Longer Time Horizon

Please consult promptly with your Financial Professional if the information shown does not accurately reflect your objective or risk tolerance, or if you wish to impose or modify any restrictions on your account.

ABOUT YOUR STATEMENT – Statements are mailed monthly to clients who have transactions during the month that affect money balances and/or security positions. Statements are mailed quarterly to all other clients provided that their account contains a money or security balance. Please review these statements carefully and keep them for your records.

Your statement is intended to provide only a summary of activity in your account(s) for the statement period. The information provided on the statement includes, among other things, a snapshot of the value of your account(s); a summary of the income you received for the statement and year-to-date periods; contributions to Traditional, Roth, or other Individual Retirement Account(s); and transactions in mutual funds shares. The presentation of the value of your account(s), as well as changes in value, includes all deposits, withdrawals, and other changes in market value. It may also reflect a reduction in value as a result of the return of principal on certain fixed income securities. However, changes in the value of unpriced securities, special products, or accrued interest are not reflected.

If you have questions about your individual tax situation, please consult your tax advisor.

The prices for most securities and certain securities transactions reported on this statement are obtained from independent quotation services whose appraisal(s) are based on closing prices, bid-ask quotations, or other factors; however, in some cases, RBC calculates prices for certain securities using information from independent and internal sources. If you hold municipal revenue bonds, please be aware that the price you may receive on their sale may vary significantly from the price shown on your statement. Moreover, certain securities may have unique valuation requirements. Certain securities prices may not be current as of the statement date, and certain adjustments to your holdings may not yet have been included. If you purchase and/or hold securities traded in a market outside of the United States, and/or denominated in a currency other than United States dollars, the price of those securities may be converted into United States dollars for inclusion on your statement. The risks of adverse changes in the value of non-United States currencies relative to the United States dollar are borne by you; RBC does not hedge or otherwise mitigate such risks. While we obtain pricing and currency conversion information from sources that we believe are reliable, RBC cannot guarantee the accuracy of the prices and currency conversion information that appear on your statement. You should always request a current valuation of your securities prior to making an investment decision or placing an order to buy or sell securities.

RBC's Dividend Reinvestment Program (DRIP) is available to holders of eligible securities. Please contact your Financial Professional for more information on the program.

Non-priced Securities – Securities that are not actively traded and for which no independent quotation-service pricing is readily available are excluded from the (i) Market Price, (ii) Market Value, and (iii) Account Value Summary Total sections of your statement. In these instances, the Market Value and Total Account Summary sections will reflect a $0.00 value for these securities until such time that they begin active trading and/or have a readily available independent quotation-service price. Accrued interest for non-priced (N/P) securities will be reflected where applicable. Examples of N/P securities may include, but are not limited to, auction rate securities, auction rate preferred securities and certain structured products, and over-the-counter equity securities.

Your statement also includes a summary of the short- or long-term gain or loss from the sale of selected securities in non-retirement accounts. "Short-term" refers to securities held for one year or less; "long-term" refers to securities held more than one year. RBC provides gain/loss information as a service to you; the information may not be accurate for tax reporting or other purposes and may rely on information, such as the original cost basis for a security that you or another source at your direction provided to RBC. Gain/loss information may also reflect a change in the value of certain fixed income and other securities that return or amortize principal over time.

If you have elected to receive interest on free credit balances maintained in your account, please be advised that under federal securities laws and the rules of FINRA, we are permitted to pay such interest only on balances arising as an incidence of securities trading activities. We may use a free credit balance in your account in the course of our business, subject to limitations of 17CFR Section 240.15c3–3 under the Securities Exchange Act of 1934. You may demand and receive from us during normal business hours the delivery of any free credit balances or fully paid securities in your account, and/or any securities purchased in your loan account upon full payment of any indebtedness to us. Any balance in the RBC Insured Deposits or shares in a money market fund in your account may be liquidated on your order and the proceeds returned to your account or remitted to you upon the full payment of any indebtedness to us.

If this is an RBC Express Credit™ (margin) account and RBC maintains a special memorandum account for you, this is a combined statement of both your general account and the special memorandum account maintained for you under Regulation T of the Federal Reserve system. The permanent record of the special memorandum account as required by Regulation T is available for your inspection at your request. RBC reserves the right to limit RBC Express Credit (margin) purchases and short sales and to alter its margin requirements and due dates for house or other margin calls in accordance with the firm's guidelines, market conditions, and regulatory requirements.

The prices reported on your RBC statement for securities issued through or by a Direct Participation Program, Real Estate Investment Trust, or private securities, including hedge funds, are estimates. RBC does not calculate the prices of these securities, and has not confirmed these prices or verified that they are determined correctly. Instead, RBC relies on independent quotation services or the management, trustee, or general partner of the issuer of the securities to provide such prices. The prices may be based on independent appraisals, the book value of the entity's assets, the prices paid or offered for the securities, or another method or basis (or a combination of any of these). These securities are illiquid, and do not trade in a public market. Consequently, the estimated value of the securities (which is shown on your statement) may not equal the amount(s) that you receive if you attempt to sell your investment. In some cases, accurate valuation information relating to these securities may not be available. For current or estimated price information on the estimated value of the securities, the source of the actual or estimated value of the securities, or the method by which the value was determined or estimated, please contact your Financial Professional.

If this statement contains an estimated value, you should be aware that this value may be based on a limited number of trades or quotes. Therefore, you may not be able to sell these securities at a price equal or near to the value shown. However, the broker-dealer providing this statement may not refuse to accept your order to sell these securities. Also, the amount you receive from a sale generally will be reduced by the amount of any commissions or similar charges. If an estimated value is not shown for a security, a value could not be determined because of a lack of information.

For a schedule of fees charged by RBC CS and your brokerage firm, you may visit Investor Connect through your Financial Professional's website or directly at www.investor-connect.com where a list of fees is included in the most recent electronic statement insert section for the periods ending March, June, September or December. Please contact your Financial Professional with additional questions about the list of fees, or for help accessing Investor Connect.

FINRA BrokerCheck Hotline – FINRA has made available to investors a pamphlet describing FINRA BrokerCheck for your information. To obtain a copy of the brochure, please contact FINRA at 800-289-9999 or visit their website at www.finra.org.

Same-Day Cash Sweep Redemptions – If your transaction has the description "Same Day," the transaction you requested required same-day payment; RBC retained the last day's dividend to offset the cost of advancing a same-day payment on your behalf.

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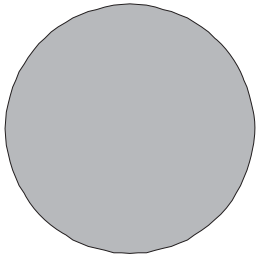
ACCOUNT STATEMENT

NOVEMBER 1, 2020 - NOVEMBER 30, 2020

ASSET ALLOCATION SUMMARY



	CURRENT VALUE	PERCENT
RBC Insured Deposits	$85.31	0%
US equities	4,868,920.00	100%
Current account value	**$4,869,005.31**	**100%**

Mutual funds are included in the above categories. Funds that invest in more than one category are reported as "Mixed Assets."
The cash and money market figure is net of debits including any RBC Express Credit (margin) debit, if applicable.

Deposits in the RBC Insured Deposits are not covered by SIPC. Please see Asset Detail beginning on page 4 for more information.

INVESTMENT OBJECTIVE / RISK TOLERANCE

The investment objective for this account is: Speculation
The risk tolerance for this account is: Maximum Risk
Please see "About Your Investment Objective / Profile and Risk Tolerance" on page 2 for further information.

GAIN/LOSS SUMMARY

	THIS PERIOD	THIS YEAR
Total realized gain or loss	$702,664.45	$702,664.45
Short-term gain or loss	702,664.45	702,664.45
Long-term gain or loss	0.00	0.00
		AS OF NOVEMBER 30, 2020
Unrealized gain or loss		$560,590.20

Please see "About Your Statement" on page 2 for further information.

ACTIVITY SUMMARY

Total account value last statement		**$14,404,069.92**
Cash activity		
Beginning balance	**9,358,574.08**	
Money coming into your account		
Sales proceeds/redemptions	1,051,873.35	
Interest	43.77	
Dividends	41.54	
Total	**1,051,958.66**	
Money going out of your account		
Cash withdrawals	-10,410,297.43	
Fees	-150.00	
Total	**-10,410,447.43**	
Ending balance	**85.31**	
Net change cash activity		**-$9,358,488.77**
Change in security value		
Beginning value of priced securities	**5,045,495.84**	
Securities sold/redeemed	-1,051,873.35	
Change in value of priced securities	875,297.51	
Ending value of priced securities	**4,868,920.00**	
Net change in securities value		**-$176,575.84**
Total account value as of November 30, 2020		**$4,869,005.31**

ASSET DETAIL

The Estimated Annualized Income ("EAI") for certain securities could include a return of principal or capital gains, in which case EAI depicted on this account statement would be overstated. EAI is only an estimate of income generated by the investment and the actual income may be higher or lower. In the event the investment matures, is sold or called, the full EAI may not be realized.

** The Unrealized Gain/Loss may not reflect your investments' total return. Specifically, the net cost may include dividend and capital gains distributions which have been reinvested. Additionally, the information that appears in these columns may be based on information provided by you or at your direction. RBC has not verified such data. Please see "About Your Statement" on page 2 for further information.*

Your Financial Professional has elected to display Asset Detail with the following options: asset purchases (tax lots) consolidated.

RBC INSURED DEPOSITS

Deposits in the RBC Insured Deposits, with the exception of amounts classified as "Pending Deposits," are held by the Program Banks, not RBC Correspondent Services. They are not covered by SIPC. Balances classified as "Pending Deposits" are scheduled to be deposited in the Program Banks on the business day following the statement date, and thus, these deposits are covered by SIPC until such time as they are deposited in the Program Banks. Deposits are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 per depositor at each bank subject to certain limitations. ***This means that your funds in excess of $250,000 in the same insurable capacity at any single Program Bank are not insured.*** *FDIC insurance coverage amounts are subject to the combined total of all deposits at a specific Program Bank including deposits held by the Program Bank outside of this account. Please refer to the RBC Insured Deposits Disclosure Statement and our website at www.investor-connect.com for more details, including the current aggregate FDIC deposit insurance amount available through the Program. For questions concerning bank balances, please contact your Financial Professional.*

DESCRIPTION		BANK BALANCE	CURRENT BALANCE	PREVIOUS STATEMENT BALANCE	YTD INCOME
RBC INSURED DEPOSITS NOT SIPC COVERED			$85.31	$5,000,000.00	$172.50
DEPOSITS ARE HELD AT: HSBC Bank USA NA	Tysons, VA	$85.31			
TOTAL RBC INSURED DEPOSITS			**$85.31**		**$172.50**

US EQUITIES

DESCRIPTION	SYMBOL/CUSIP	QUANTITY	MARKET PRICE	MARKET VALUE	NET COST *	UNREALIZED GAIN/LOSS *	ESTIMATED ANNUALIZED INCOME
BIOVIE INC CLASS A COMMON STOCK	BIVI	25,000.000	$9.650	$241,250.00	$250,000.00	-$8,750.00	
FACEBOOK INC CL A	FB	5,000.000	$276.970	$1,384,850.00	$1,245,999.95	$138,850.05	
MICROSOFT CORP	MSFT	5,000.000	$214.070	$1,070,350.00	$1,015,099.95	$55,250.05	$11,200.00
NET ELEMENT INC COMMON STOCK	NETE	50,000.000	$10.240	$512,000.00	N/A	N/A	
PINTEREST INC CLASS A COMMON STOCK	PINS	10,000.000	$70.020	$700,200.00	$385,149.95	$315,050.05	
TWILIO INC CL A	TWLO	3,000.000	$320.090	$960,270.00	$900,079.95	$60,190.05	
TOTAL US EQUITIES				**$4,868,920.00**	**$3,796,329.80**	**$560,590.20**	**$11,200.00**
TOTAL ASSETS				**$4,869,005.31**			**$11,200.00**

ALEXANDER CAPITAL L.P.

17 State Street, 5th Floor
New York, New York 10004

Phone: 212.687.5650
Fax: 212.687.5649

ACCOUNT STATEMENT

NOVEMBER 1, 2020 - NOVEMBER 30, 2020

ACTIVITY DETAIL

Realized gain/loss column includes fees and commissions. It does not include accrued interest.

Purchases, sales and other activity all represent an exchange of cash and/or money market funds for securities and, as such, do not represent deposits to or withdrawals from your account. Account value changes due to commissions, mark ups, mark downs and accrued interest are shown in the "Change in value of priced securities" line of the Account Value Summary.

** Information that appears in these columns may be based on information provided by you or at your direction; RBC has not verified such data. Please see "About Your Statement" on page 2 for further information.*

SALES

DATE	DESCRIPTION	QUANTITY	PRICE	NET PROCEEDS/ ACCRUED INTEREST	NET COST*	REALIZED GAIN/LOSS*	COMMENTS
11/05/20	ONTRAK INC COMMON STOCK LONG-STOCK IN DELIVERABLE FORM UNSOLICITED AVG PRICE SHOWN-DETAILS ON REQ	-10,416.000	$67.801	$702,664.45	$0.00	$702,664.45	
11/23/20	DPW HOLDINGS INC COMMON STOCK UNSOLICITED LONG-STOCK IN DELIVERABLE FORM	-5,585.000	$3.330	$18,508.08	N/A	N/A	
11/23/20	DPW HOLDINGS INC COMMON STOCK UNSOLICITED LONG-STOCK IN DELIVERABLE FORM AVG PRICE SHOWN-DETAILS ON REQ	-100,415.000	$3.310	$330,700.82	N/A	N/A	
TOTAL SALES				**$1,051,873.35**		**$702,664.45**	

WITHDRAWALS

Cash withdrawals

DATE	DESCRIPTION		AMOUNT	COMMENTS
11/30/20	FUNDS WIRE TRANSFER ESOUSA HOLDINGS, LLC	WELLS FARGO BANK BANK REFERENCE NUMBER: 003332	-$8,410,297.43	
11/30/20	FUNDS WIRE TRANSFER EQUITY TRUST COMPANY	CITIBANK FSB BANK REFERENCE NUMBER: 003377	-$2,000,000.00	
Total cash withdrawals			**-$10,410,297.43**	

Fees

DATE	DESCRIPTION		AMOUNT	COMMENTS
11/02/20	DPW HOLDINGS INC DWAC FEE	COMMON STOCK AGENT TFR FEE	-$110.00	
11/30/20	WIRE FEE		-$20.00	
11/30/20	WIRE FEE		-$20.00	
Total fees			**-$150.00**	

TOTAL WITHDRAWALS **-$10,410,447.43**

ACTIVITY DETAIL

TAXABLE INCOME

Interest

DATE	DESCRIPTION		SYMBOL/CUSIP	AMOUNT	COMMENTS
11/27/20	RBC INSURED DEPOSITS APYE#: 00.01 % *# APYE = Annual Percentage Yield Earned*	MONTHLY INTEREST 10/26-11/26 INTEREST	2015912	$43.77	

Dividends

DATE	DESCRIPTION		SYMBOL/CUSIP	AMOUNT	COMMENTS
11/30/20	US GOVT MONEY MARKET FUND MONTHLY DIVIDEND 10/30-11/29	RBC INVESTOR CLASS DIVIDEND	TUIXX	$41.54	.01% AVERAGE MONTHLY YIELD

TOTAL TAXABLE INCOME **$85.31**

ALEXANDER CAPITAL L.P.

17 State Street, 5th Floor
New York, New York 10004

Phone: 212.687.5650
Fax: 212.687.5649

ACCOUNT STATEMENT

NOVEMBER 1, 2020 - NOVEMBER 30, 2020

CASH SWEEP PROGRAM DETAIL

** Transaction details are only provided for cash sweep programs that sweep funds into bank deposit accounts. Please refer to the Asset Detail section of this statement for more information.*

RBC INSURED DEPOSITS
NOT SIPC COVERED

DATE	DESCRIPTION	AMOUNT
11/01/20	BALANCE FORWARD	$5,000,000.00
11/09/20	WITHDRAWAL	-702,664.45
11/25/20	WITHDRAWAL	-349,208.90
11/27/20	WITHDRAWAL	-43.77
11/30/20	ENDING BALANCE	$85.31

DATE	DESCRIPTION	AMOUNT
11/09/20	DEPOSIT	702,664.45
11/25/20	DEPOSIT	349,208.90
11/27/20	INTEREST REINVEST	43.77
11/30/20	WITHDRAWAL	-4,999,914.69

INCOME FROM NOVEMBER 1, 2020 – NOVEMBER 30, 2020: $43.77

MONEY MARKET DETAIL

** Transaction details are only provided for money market funds that are set up for automated sweep.*

US GOVT MONEY MARKET FUND
RBC INVESTOR CLASS

11/01/20	BALANCE FORWARD	$4,358,574.08
11/09/20	PURCHASE	702,664.45
11/27/20	PURCHASE	43.77
11/30/20	SAME DAY; SEE DISCLOSURE PG2	-5,410,422.74
11/02/20	SAME DAY; SEE DISCLOSURE PG2	-110.00
11/25/20	PURCHASE	349,208.90
11/30/20	DIVIDEND REINVEST	41.54
11/30/20	ENDING BALANCE	$0.00

INCOME FROM NOVEMBER 1, 2020 – NOVEMBER 30, 2020: $41.54

EIN Assistant

Your Progress: 1. Identity 2. Authenticate 3. Addresses 4. Details **5. EIN Confirmation**

Congratulations! The EIN has been successfully assigned.

EIN Assigned: **27-1090555**

Legal Name: **ESOUSA HOLDINGS LLC**

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN. Continue >>

Help Topics

Can the EIN be used before the confirmation letter is received?

JHDARBIE & CO.

Beneficial Ownership Certification

This form must be completed by the person opening a new account on behalf of a legal entity. Attach additional sheets as necessary.

Name of Legal Entity	Type of Legal Entity		Account Number
Esousa Holdings LLC	LLC		JHDA-JHD-000023
Legal Address of Legal Entity	**City**	**State**	**ZIP Code**
211 East 43rd Street 4th floor	New York City	NY	10017
Name of Natural Person Opening the Account	**Title of Natural Person Opening the Account**		
Michael Wachs	Managing Member		

EQUITY INTEREST OWNER

Provide the following information for each individual, if any, who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 10% or more of the equity interests of the legal entity identified above.

Ownership Percentage %100	Name of Natural Person: Michael Wachs		Social Security Number/Tax ID: 095549675		Date of Birth: 02/12/63
Trading Authority: ○ No ○ Limited ◉ Full	Address ○ Residential ◉ Business: 211 East 43rd Street		Address 2:		
Identification (required for non-US persons): ☐ Passport ☒ Other Government-issued ID	City: New York City	State: NY	ZIP Code: 10017	Foreign Postal Code:	Country: U.S
	Place/Country of Issuance: New York/U.S	ID No: 912717228	Issue Date (MM/DD/YYYY): 06/26/2017		Expiration Date (MM/DD/YYYY): 02/12/2025
Ownership Percentage %____	Name of Natural Person		Social Security Number/Tax ID		Date of Birth
Trading Authority: ○ No ○ Limited ○ Full	Address ○ Residential ○ Business		Address 2		
Identification (required for non-US persons): ☐ Passport ☐ Other Government-issued ID	City	State	ZIP Code	Foreign Postal Code	Country
	Place/Country of Issuance	ID No:	Issue Date (MM/DD/YYYY)		Expiration Date (MM/DD/YYYY)
Ownership Percentage %____	Name of Natural Person		Social Security Number/Tax ID		Date of Birth
Trading Authority: ○ No ○ Limited ○ Full	Address ○ Residential ○ Business		Address 2		
Identification (required for non-US persons): ☐ Passport ☐ Other Government-issued ID	City	State	ZIP Code	Foreign Postal Code	Country
	Place/Country of Issuance	ID No:	Issue Date (MM/DD/YYYY)		Expiration Date (MM/DD/YYYY)
Ownership Percentage %____	Name of Natural Person		Social Security Number/Tax ID		Date of Birth
Trading Authority: ○ No ○ Limited ○ Full	Address ○ Residential ○ Business		Address 2		
Identification (required for non-US persons): ☐ Passport ☐ Other Government-issued ID	City	State	ZIP Code	Foreign Postal Code	Country
	Place/Country of Issuance	ID No:	Issue Date (MM/DD/YYYY)		Expiration Date (MM/DD/YYYY)

Attach additional pages for additional Equity Interest Owners if needed

CONTINUED NEXT PAGE

Beneficial Ownership Certification

CONTROL PERSON

Identify individuals with significant responsibility in managing the legal entity such as, but not limited to:
Executive officer or senior manager (Chief Executive Officer; Chief Financial Officer; Chief Operating Officer; Managing Member; General Partner; President; Vice President; Treasurer) OR any other individual who regularly performs similar functions.

Title	Name of Natural Person	Social Security Number/Tax ID	Date of Birth
Managing Member	Michael Wachs	095549675	02/12/63

Trading Authority: ○ No ○ Limited ◉ Full

Identification (required for non-US persons): ☐ Passport ☒ Other Government-issued ID

Address ○ Residential ◉ Business	Address 2
211 East 43rd Street	

City	State	ZIP Code	Foreign Postal Code	Country
New York City	NY	10017		U.S

Place/Country of Issuance	ID No:	Issue Date (MM/DD/YYYY)	Expiration Date (MM/DD/YYYY)
New York/U.S	912717228	06/26/2017	02/12/2025

Title	Name of Natural Person	Social Security Number/Tax ID	Date of Birth

Trading Authority: ○ No ○ Limited ○ Full

Identification (required for non-US persons): ☐ Passport ☐ Other Government-issued ID

Address ○ Residential ○ Business	Address 2

City	State	ZIP Code	Foreign Postal Code	Country

Place/Country of Issuance	ID No:	Issue Date (MM/DD/YYYY)	Expiration Date (MM/DD/YYYY)

Title	Name of Natural Person	Social Security Number/Tax ID	Date of Birth

Trading Authority: ○ No ○ Limited ○ Full

Identification (required for non-US persons): ☐ Passport ☐ Other Government-issued ID

Address ○ Residential ○ Business	Address 2

City	State	ZIP Code	Foreign Postal Code	Country

Place/Country of Issuance	ID No:	Issue Date (MM/DD/YYYY)	Expiration Date (MM/DD/YYYY)

Title	Name of Natural Person	Social Security Number/Tax ID	Date of Birth

Trading Authority: ○ No ○ Limited ○ Full

Identification (required for non-US persons): ☐ Passport ☐ Other Government-issued ID

Address ○ Residential ○ Business	Address 2

City	State	ZIP Code	Foreign Postal Code	Country

Place/Country of Issuance	ID No:	Issue Date (MM/DD/YYYY)	Expiration Date (MM/DD/YYYY)

Attach additional pages for additional Control Persons if needed

CERTIFICATION

I hereby certify, to the best of my knowledge, that the information provided above is complete and correct.

Signature of Natural Person Opening the Account	Issuer Printed Name	Date
✖ M. Wachs	Michael Wachs	11/02/20

TO BE COMPLETED BY THE INTRODUCING BROKER DEALER (IBD).

Must be executed by a Principal of the Introducing Broker Dealer such as the President; Chief Executive Officer (CEO); Chief Compliance Officer (CCO); or Anti-Money Laundering Officer (AMLO).

Reviewed by:

Signature	Printed Name	Date
✖ Erik Anderson	Erik Anderson	12/22/2020

Clearing, custody or other brokerage services provided by Velocity Clearing LLC, Member FINRA & SIPC. Trademark(s) belong to their respective owners.

JHDARBIE & CO.

Limited Liability Company Certification

Reset Form

This form must be completed in its entirety and must be signed by *all Officers* of the Limited Liability Company ("LLC"). Please note that LLC accounts may also be required to submit a copy of the Articles or Certificate of Formation or the Operating Agreement to the Introducing Broker Dealer ("IBD") and/or Velocity Clearing LLC ("Velocity Clearing") before acceptance of the account or prior to executing certain transactions or requests.

STEP 1: ACCOUNT INFORMATION

Account Title (Title of the LLC to which this certification applies)	Account Number
Esousa Holdings LLC	JHDA-JHD-000023

Number of Officers on the Account	Date of Resolution Adoption Board Meeting	Nature of Business / Industry
1	01/07/2019	Investments

Was this LLC organized outside of the United States? ☐ Yes ☒ No

If yes, please attach a copy of the appropriate version of IRS Form W-8 Certificate of Foreign Status that applies to this LLC and the formation documents.

Tax ID	Governing State Law	Tax Classification
271090555	New York	☐ C Corporation ☐ S Corporation ☒ Partnership

STEP 2: OFFICERS

All Officers to the LLC must be listed below.

Check one of the following if there is more than one officer:

☒ The Operating Agreement explicitly authorizes each of the following Officers to *act individually without the approval of the other Officers.* The IBD and/or Velocity Clearing has the authority to accept orders and other instructions in connection with the LLC account from any one of these Officers, acting alone, and such Officer may execute any documents on behalf of the LLC that the IBD and/or Velocity Clearing may require. (Under certain circumstances and in its discretion, the IBD or Velocity Clearing may require the written approval of all Officers.)

☐ The Operating Agreement *does not* authorize the Officers to act individually on behalf of the LLC account.

ALL OFFICER(S) (trading and non-trading)

The following person(s) are duly elected, qualified and acting Officer(s) of the LLC:

Officer 1 Name Michael Wachs	Title Managing Member	☒ Trading Officer
Signature M. Wachs		
Officer 2 Name	Title	☐ Trading Officer
Signature		
Officer 3 Name	Title	☐ Trading Officer
Signature		

For additional officers(s), attach an additional Limited Liability Company Certification.

SOLE OFFICER CERTIFICATION

☒ By checking this box, I affirm that the laws of the state in which the LLC has been formed expressly permit the same person to hold the offices of both President and Secretary of a LLC, and that I presently hold both such offices of the LLC named above. I understand the IBD and/or Velocity Clearing will rely upon this certification in accepting documents executed by me as the Sole Officer. I agree to inform the IBD and/or Velocity Clearing promptly of any changes to my status as Sole Officer.

STEP 3: POWERS OF THE LLC

The undersigned Officer(s) certify that, under the Operating Agreement and/or applicable state or local law, they have the power to enter into transactions for the purchase and sale of securities and other investments, including without limitation, stocks (preferred or common), bonds, mutual funds and certificates of deposit.

In Addition to the Foregoing Powers, the Undersigned Officers are Specifically Authorized to:

☒ Yes ☐ No	Maintain margin accounts and through such accounts borrow money to withdraw funds on margin, purchase securities on margin and to pledge those securities and all others in the margin account as security for the loan.
☒ Yes ☐ No	Borrow money or make any contract the effect of which is to borrow money, and secure such obligations by mortgages or other liens upon any LLC property; borrow, guarantee and/or pledge any LLC assets as collateral, as the case may be, with respect to a loan; guarantee a borrowing of money or to make any contract the effect of which is to guarantee a borrowing, and secure such obligations by mortgages or other liens upon any LLC property.
☒ Yes ☐ No	Sell securities that the LLC does not own (short sales) and borrow securities to facilitate this practice.
☒ Yes ☐ No	Engage in the purchase of call options.
☒ Yes ☐ No	Engage in covered call writing.
☒ Yes ☐ No	Engage in the purchase of put options.
☒ Yes ☐ No	Engage in the sale of uncovered call and put options and engage in spread, straddle and all other options strategies.
☒ Yes ☐ No	Delegate Officer powers, including check writing authority, to third parties, such as investment advisors or other agents, under a Power of Attorney ("POA"), other document, or the Operating Agreement. A copy of the POA, other document, or section of the Operating Agreement showing the delegation of such power in undersigned's capacity as Officer is also required.
☒ Yes ☐ No	Establish and maintain an account with a debit card and/or check writing, from which account funds are directly spent, the responsibility for which is entirely that of the Officer(s).
☒ Yes ☐ No	Receive on behalf of the LLC or deliver to the LLC or third parties any and all assets including, but not limited to, monies, stocks, bonds, and other securities. To sell, assign and endorse for transfer certificates representing stocks, bonds, and other securities now registered or hereafter registered in the name of the LLC.
☒ Yes ☐ No	Transfer any and all assets of the LLC to any of the Officer(s) individually.
☒ Yes ☐ No	Execute and sign Form W-9 for a US LLC, or the relevant Form W-8 for a foreign LLC.

STEP 4: OFFICER(S) INDEMNIFICATION AND SIGNATURES

The undersigned Officers jointly and severally indemnify and hold harmless the IBD and Velocity Clearing, and each of their affiliates, officers, directors, employees, agents, successors or assigns from any liability (including attorney's fees) from and against any claims, judgments, expenses, liabilities or costs of defense or settlement arising out of or related to breach of any representation or warranty made herein, or from effecting any transfer or transactions pursuant to instructions given by any of the Officers listed above, or any actual improper or unsuitable action resulting from instructions given to the IBD or Velocity Clearing by any of the Officers. This indemnification is made by us both in our capacities as Officers and in our individual capacities. We certify that the LLC is currently in existence, has not been revoked, modified or amended in any manner that would cause the certifications herein to be incorrect and, we agree to inform the IBD and/or Velocity Clearing immediately in writing of any amendment to the Operating Agreement, any change in the composition of the Officers, or any other event which could alter the certifications made above. We acknowledge the IBD's and/or Velocity Clearing's right to examine the Operating Agreement or any other governance document and hereby agree to provide the IBD or Velocity Clearing with a copy of these documents if so requested. (Where applicable, plural references in this certification shall be deemed singular.)

SIGNATURES		
Officer 1 Signature × M. Wachs	Print Name Michael Wachs	Date 11/2/20
Officer 2 Signature ×	Print Name	Date
Officer 3 Signature ×	Print Name	Date

Broker Signature ×	Print Name Mackey McFarlane	Date 11/11/2020
General Principal Signature × X Vicuña	Print Name Xavier Vicuña	Date 11/16/2020

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through December 21, 2020.

Selected Entity Name: ESOUSA HOLDINGS LLC
Selected Entity Status Information

Current Entity Name:	ESOUSA HOLDINGS LLC
DOS ID #:	3864678
Initial DOS Filing Date:	OCTOBER 07, 2009
County:	WESTCHESTER
Jurisdiction:	NEW YORK
Entity Type:	DOMESTIC LIMITED LIABILITY COMPANY
Current Entity Status:	ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

ESOUSA HOLDINGS LLC
18 DOLMA ROAD
SCARSDALE, NEW YORK, 10583

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this information is not recorded and only available by viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
OCT 07, 2009	Actual	ESOUSA HOLDINGS LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

Search Results New Search

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ARTICLES OF ORGANIZATION

OF

ESOUSA HOLDINGS LLC

Filed by:

Sherman & Company CPA's
41 Mountain Boulevard
Suite B2
Warren, New Jersey 07059

ARTICLES OF ORGANIZATION

OF

ESOUSA HOLDINGS LLC

Under Section 203 of the Limited Liability Company Law.

FIRST: The name of the limited liability company is **ESOUSA HOLDINGS LLC.**

SECOND: The county within the state in which the office of the limited liability company is to be located is Albany.

THIRD: The Company does not have a specific date of dissolution in addition to the events of dissolution set forth by law.

FOURTH: The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The post office address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is:

18 Dolma Road
Scarsdale, New York 10583

FIFTH: The effective date of the Articles of Organization shall be the date of filing with the Secretary of State.

SIXTH: The limited liability company is to be managed by 1 or more members.

IN WITNESS WHEREOF, this certificate has been subscribed to this 6th day of October, 2009 by the undersigned who affirms that the statements made herein are true under the penalties of perjury.

Lawrence A. Kirsch

Lawrence A. Kirsch, Organizer

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: ESOUSA HOLDINGS LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM LLC) COUNTY: ALBA

FILED:10/07/2009 DURATION:********* CASH#:091007000377 FILM #:091007000359

FILER:

SHERMAN & COMPANY CPA'S
41 MOUNTAIN BOULEVARD SUITE B2

WARREN, NJ 07059

EXIST DATE
10/07/2009

ADDRESS FOR PROCESS:

THE LLC
18 DOLMA ROAD
SCARSDALE, NY 10583

REGISTERED AGENT:

SERVICE COMPANY: GERALD WEINBERG, P.C. - 13 SERVICE CODE: 13 *

FEES	225.00	PAYMENTS	225.00
FILING	200.00	CASH	0.00
TAX	0.00	CHECK	0.00
CERT	0.00	CHARGE	0.00
COPIES	0.00	DRAWDOWN	225.00
HANDLING	25.00	OPAL	0.00
		REFUND	0.00

DOS-1025 (04/2007)

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
ESOUSA HOLDINGS, LLC

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (the "**Agreement**") is effective as of January 7, 2019 for Esousa Holdings, llc, a New York limited liability company (the "**Company**"), and entered into by and among the Members set forth on Schedule I, attached hereto (the "**Member**").

NOW THEREFORE, each Party hereby agrees as follows:

ARTICLE I

ORGANIZATION

1.1 Formation. The Member formed a New York limited liability company by filing the Articles of Organization (the "**Articles**") pursuant to the Act on October 7, 2009. The rights and liabilities of the Members will be as provided under the Act, except as otherwise expressly provided in this Agreement or in the Articles.

1.2 Name. The name of the limited liability company is Esousa Holdings, llc. Company may also conduct its business under one or more fictitious or assumed names (DBAs) as the Member may deem necessary or advisable from time to time. Company has the power and authority to take any and all actions necessary, appropriate, proper, advisable, convenient, or incidental to or for the furtherance of its purpose.

1.3 Purpose. The principal business purpose of Company is as follows: investments Company, to the extent not inconsistent with this purpose, may engage in any lawful activity for which limited liability companies may be organized under state law and may exercise all powers necessary, suitable, or convenient for the accomplishment of its purposes.

1.4 Principal Place of Business. Company's principal place of business is at 18 Dolma Road, Scarsdale, New York 10583, or at such other place or places in the continental United States of America as the Member may determine from time to time.

1.5 Term. The term of Company commenced on the filing of the Articles with the Secretary of State of New York. The term of Company will continue for the term stated in the Articles or else in perpetuity until the Company is dissolved and its affairs are wound up pursuant to the provisions of this Agreement or as otherwise provided by law.

1.6 Filings and Other Actions. The Member may execute, swear to, acknowledge, file, and cause to be published such certificates, instruments, and documents in such places and at such times, and take such other actions, as in each case may be required by law or appropriate under the circumstances to permit Company to do business in any jurisdiction in which Company may wish to do so and maintain or perfect Company's status as a limited liability company. Notwithstanding the foregoing provision, Company may not do business in any jurisdiction that would jeopardize the limitation of liability afforded to the Member under the Act or this Agreement.

1.7 Registered Agent. Company's registered agent for service of process is Michael Wachs, located at 18 Dolma Road, Scarsdale, New York 10583. Successor registered agents may be appointed by the Member in accordance with the Act.

1.8 Intent to Form an LLC. The Member specifically intended to form Company as a limited liability company under the Act and not as a sole proprietorship, partnership, or joint venture. Therefore, no Member will be construed as a partner in Company or of any other Member that may be admitted. Furthermore, the Member intends that Company be treated as a closely held S corporation for federal and state income tax purposes.

1.9 Defined Terms. The terms used and not otherwise defined in this Agreement have the meanings set forth in Exhibit A attached hereto and incorporated herein.

ARTICLE II

CAPITAL CONTRIBUTIONS AND ALLOCATIONS

2.1 Initial Capital Contributions. Each Member has contributed, or agrees to contribute

upon signing this Agreement, to Company the initial Capital Contributions that reflect its Company Interest in the amount set forth on Schedule I attached hereto and incorporated herein. Any additional Members must sign an admission agreement and make the Capital Contribution as set forth in such agreement. All Capital Contributions to be paid in cash must be made by a wire transfer of funds available to be released immediately, or a similar method as agreed by the Member.

2.2 Additional Capital Contributions. No Member will be required to contribute capital to Company except as to the Member's initial Capital Contribution.

2.3 Member Liability. No Member may be held personally liable for Company obligations solely due to its status as a Member of Company, whether in tort or otherwise. Members may not be required to advance or loan funds to Company in order to satisfy Company debts, liabilities, or business costs.

2.4 No Interest on Capital Contributions. Company will pay no interest on any Capital Contributions to Company or on any loans or advances of funds from a Member.

2.5 Company Debt to Members. Under no circumstance will Company repay a debt to a Member unless the Act would allow Company to then pay a distribution to the Member under the circumstances without imposing liability for any repayment by the Member to Company.

2.6 Withdrawal of Capital. No Member will have the right to withdraw capital, whether from the Member's Capital Contribution or Capital Account, or be repaid any Capital Contribution from Company prior to Company's liquidation except as specifically provided in this Agreement. A Member may only receive property in lieu of cash in the event that Company does not have sufficient cash for such payment. Currently, there is no specific date on which Capital Contributions must be repaid to the Member.

2.7 Capital Accounts. A capital account (each a **"Capital Account"**) will be maintained for each Member and Unadmitted Holder. Each Capital Account will initially consist of the Member's Capital Contribution in respect of that Member's Company Interest, increased thereafter by such Member's Capital Contributions to Company (if any) and allocated share of Profits, and decreased thereafter by any money and the fair market value (net of liabilities) of any distributions to such Member or Unadmitted Holder by Company and such Member's or Unadmitted Holder's allocated share of Losses. To the extent reasonably determined by the Member, such Capital Accounts will be maintained in accordance with the principles embodied in Sections 704(b) and (c) of the Code, and the Income Tax Regulations promulgated thereunder.

2.8 Allocation of Profits or Losses

a. Except as provided herein, all items of income, gain, deduction, or loss which comprise Company's Profits or Losses for a taxable period or a portion thereof will be allocated among each Member on a Pro Rata Basis.

b. **Qualified Income Offset.** Notwithstanding anything to the contrary in this section, no Losses will be allocated to a Member to the extent it would cause or increase an Adjusted Capital Account Deficit. Any such Losses will be allocated among the Members in a manner determined by the Member to be in compliance with Section 704(b) of the Code. If Losses are reallocated under this subsection, subsequent Profits will be allocated as soon as is possible so as to reverse such allocation prior to making other allocations required hereunder.

   i. The Member may, in its reasonable discretion, modify the allocation provisions set forth in this section if necessary (A) to satisfy the requirements of Sections 704(b) and (c) of the Code and the Income Tax Regulations promulgated thereunder, or (B) to otherwise better reflect the overall economic or business arrangement of the Member in respect of any particular item of income, gain, deduction, or loss. All decisions and elections affecting the determination and allocation of Company's Profits or Losses (or any items thereof) and any related tax items (including, without limitation, the attribution of a specific item to a particular source) will be made by the Member and will be binding on each Member if made in good faith. Further, the Member may divide Company's taxable year into one or more tax periods to coincide with any alteration in a Member's Company Interest and allocate items of Profits or Losses among each Member in accordance with its respective Company Interest in the item (both prior to and after the taxable period in question) under either the "closing of the books" method of allocation, the daily proportionate method of allocation, or such other method as determined by the Member.

2.9 Tax Allocations. Unless otherwise required by Code Sections 704(b) and (c) or the

2.10 Creditors. The provisions of this Agreement are intended solely to benefit each Member and, to the fullest extent permitted by applicable law, will not be construed as conferring any benefit upon any creditor of Company (no such creditor will be a third-party beneficiary of this Agreement), and no Member will have any duty or obligation to any creditor of Company to make any contribution or payments to Company.

ARTICLE III

MEMBERSHIP INTERESTS

3.1 No Liability of Members. Except as specifically provided in this Agreement or otherwise by the Act, and subject to the section titled "Creditors" herein, a Member will not be liable for the repayment and discharge of the debts and liabilities of Company by reason of being a Member of Company.

3.2 Membership Interests

a. Initially, there will be one class of unit of ownership interest in Company (the **"Units"**) which will initially be owned by the initial Member in the amount set forth in Schedule I hereto. Each Member's Company Interest will equal the percentage reflecting the quotient of such Member's Units divided by the total Units held by all Members.

b. Schedule I to this Agreement will conclusively evidence the names, Units, Capital Contribution, and Company Interest of each Member. The Member will maintain and update from time to time Schedule I to reflect the withdrawal or admission of one or more Members.

c. Additional Members may be admitted to Company following its formation in accordance with this Agreement. The admission of a Member will be evidenced by such Member's execution of this Agreement or in such other manner as approved by the Member.

3.3 Additional Classes of Interests. The Member has the right, at any time and from time to time, to create additional classes of ownership interests in Company and admit additional Members to any class upon such terms and conditions as the Member determines in its sole discretion, provided that it obtains the prior unanimous written consent of the then-existing Class A Members, with the Class A Members being initially comprised solely of the initial Member as of the execution of this Agreement.

3.4 Admission of Members. The initial Member will be set forth on Schedule I. Additional Members may be admitted by the Member from time to time. No entity, other than the initial Member, will be considered a Member or admitted as a Member unless such entity is admitted in accordance with the terms hereof and such admission will not result in the termination of Company.

3.5 Dilution; Merger; Consolidation. The Company Interests of any and all classes of interest will be diluted on a Pro Rata Basis in the event of an increase in the interests comprised thereof, including by additional Capital Contributions, private or public securities offerings, or otherwise. Any acquisition, merger, or consolidation with another entity must be first approved by the consent of Members holding a majority of all Company Interests, regardless of whether Company will be a surviving entity after the transaction.

3.6 Title to Property; Individual Obligations. Except as otherwise provided by law, each Member's interest in Company will be personal property for all purposes. All real and personal property owned by Company will be owned in Company's name, and no Member will have any ownership of such Company property individually. Any and all Company credit and assets will only be used for Company's own benefit and may not be encumbered or transferred for the satisfaction of any Member's individual obligations.

ARTICLE IV

DISTRIBUTIONS

4.1 Distributions. Distributions will be made at such time and in such amounts as is reasonably determined by the consent of Members holding a majority of all Company Interests to not be contrary to Company's business interests, if Company has sufficient cash on hand to cover

Treasury Regulations promulgated thereunder, all items of income, gain, loss, or deduction, as determined for federal, state, and local tax purposes, will be allocated in the same manner as the corresponding items of income, gain, loss, or deduction are allocated pursuant to the prior section or the section herein titled "Winding Up." Allocations pursuant to this section are made solely for tax purposes and will not offset, or in any way be taken into account in computing, any Member's or Unadmitted Holder's Capital Account balance or share of Company distributions.

Company's current and anticipated expenses. Distributions will be made on a Pro Rata Basis in either cash or property, or both, as the Member may determine. However, no distribution may be declared if such distribution would (A) cause Company to be unable to pay its debts as they become due in the normal course of business, or (B) cause Company's total assets to be less than the sum of its total liabilities plus the amount that Company would need to satisfy the preferential rights of Members having rights superior to those Members or Unadmitted Holders receiving the distribution if Company were to dissolve at the time of the distribution. Notwithstanding anything to the contrary contained in this Agreement, no distribution to a Member may be made if such distribution would violate the Act, other applicable law, or any contractual provision to which Company is subject.

4.2 No Right to Withdraw. No Member or Unadmitted Holder is entitled to withdraw any part of such Person's Capital Account or Capital Contribution or to receive any distributions from Company, whether in respect of the fair market value of its Company Interest, ownership interest, or otherwise, except as expressly provided in this Agreement. Each Member and Unadmitted Holder, on behalf of itself, its successors, and assigns, hereby expressly waives any right to seek partition of Company or Company assets.

4.3 Tax Advances. To the extent Company is required to withhold or to make tax payments on behalf of or with respect to any Member ("**Tax Advances**"), the Member may decide to withhold the amounts and make the tax payments as so required. All Tax Advances made on behalf of a Member will be deemed to be distributed to the Member on the date withheld. The Member will promptly pay to Company an amount equal to the excess, if any, of the amount required to be withheld (or paid as taxes) in respect of such Member over the amount distributable to such Member. The amount paid by the Member and the related Tax Advance will be deemed credited and debited, respectively, to the Member's Capital Account. Each Member will indemnify Company and any and all other Members and hold each of them harmless from any liability with respect to Tax Advances required to be made on behalf of the Member or with respect to the Member, which indemnification obligations will survive the termination of Company.

ARTICLE V

MANAGEMENT

5.1 Management. Except as expressly set forth in this Agreement, the management and control of the business and affairs of Company will be vested exclusively in the Member pursuant to the Act. The Member may exercise all powers of Company and do all such lawful acts necessary to manage Company's affairs and operations as are not prohibited by law or this Agreement. Each Member is authorized to bind Company in accordance with its rights, powers, and duties under this Agreement and may execute or file documents on Company's behalf. The powers and authority of the Member include, but are not limited to, the power and authority to (A) borrow money, incur liabilities and other obligations, and pay Company obligations; (B) execute any and all documents, instruments, contracts, and agreements of any kind deemed necessary or appropriate for carrying out the purposes of Company; (C) engage employees and agents and define their respective duties and compensation; (D) begin, prosecute, or defend any proceeding in Company's name; (E) purchase, lease, or otherwise acquire any real or personal property; (F) open one or more depository accounts and make deposits into, write checks against, and make withdrawals against such accounts; and (G) perform any and all other acts or activities customary or incidental to the purpose of Company.

5.2 Required Approval. In addition to any actions that require the approval of the Member under applicable law or otherwise under this Agreement, Company may not take any of the following actions without the express written consent of the Member:

a. The appointment or removal of any officer or executive of Company or the termination of any group of employees of Company in a single occurrence that could be construed as a group layoff or similar event;

b. The approval, adoption, modification, or implementation of any equity or profit sharing plan of any kind, including, without limitation, any equity option plan, restricted equity plan, or equity appreciation plan (including a phantom stock plan);

c. Entering into any transaction to which a Member, employee, or officer (or an affiliate of any of such person) is a party in an individual capacity;

d. Causing any material change in the capital structure of Company;

e. Causing any material change in the tax or accounting policies or principles of Company, except as required by or resulting from a change in generally accepted accounting principles or law;

f. Redeeming, purchasing, or otherwise acquiring (or paying into or setting aside for a sinking fund for such purpose) any of the Company Interests;

g. Effecting any sale, lease, assignment, transfer, or other conveyance of all or substantially all of the assets of Company, or undertaking or effecting any consolidation or merger of Company with or into another entity or effectuating any transaction or series of related transactions which results in Company's Members not holding at least fifty percent (50%) of the voting power of the surviving or continuing entity;

h. Effecting any liquidation or dissolution of Company;

i. Entering into an underwriting agreement, placement agreement, or similar agreement with respect to the distribution of Company's securities;

j. The filing of any legal action, regulatory complaint, or similar action instituting proceedings before a governmental authority; or

k. Effecting any amendment, alteration, or repeal of any provision of this Agreement.

5.3 Authorized Agent. The Member may designate one or more persons as an Authorized Agent. Each Authorized Agent will have the ability to transact all of the business of the LLC, including, but not limited to, buying and selling all types of securities, opening and closing bank and brokerage accounts, transferring funds into and out of such accounts, preparing and filing tax returns of the LLC, and other duties as the Member may from time to time prescribe. Each authorized Agent will hold his position until such Agent resigns, is removed, or is otherwise disqualified to serve. Any authorized Agent of the Company may be removed, with or without cause, at any time by the Member unless such Agent has an employment agreement to the contrary. ***Michael Wachs has been appointed as the authorized Agent under this agreement for a term of 10 years, which shall automatically renew upon the ten-year anniversary for an additional term of 10 years.***

ARTICLE VI

MEMBER ROLE

6.1 Member Representations. Each Member represents and warrants the following to Company:

a. **Disclosure, etc.** Such Member has been furnished with and hereby acknowledges receipt of a copy of this Agreement, including all appendices and exhibits, and such Member understands the risks of, and other considerations relating to, an investment in and ownership of the Units.

b. **Access to Information.** Such Member has been provided an opportunity to ask questions of, and has received answers thereto satisfactory to such Member from, Company, Company representatives, and an independent attorney regarding the terms and conditions of this Agreement and other matters pertaining to this investment.

c. **Purchase for Investment.** Such Member is acquiring Units pursuant to this Agreement for such Member's own account and not with a view to or for sale in connection with any distribution of all or any part of the Units or the Member's Company Interest. Each Member hereby agrees that such Member will not, directly or indirectly, transfer, offer, sell, pledge, hypothecate, or otherwise encumber or dispose of all or any part of the Units or any interest in the Units (or solicit any offers to buy, purchase, or otherwise acquire or take a pledge of all or any part thereof) except in accordance with the terms of this Agreement.

d. **Possible Loss of Investment; Illiquidity.** Such Member understands and acknowledges that he or she may lose some or all of his or her investment in the Units, and such Member is financially capable of withstanding a complete loss of this investment. Such Member also understands and acknowledges that the Units are an illiquid investment and cannot be sold, pledged, or traded, except as set forth in this Agreement.

e. **Citizenship.** Such Member is a United States citizen or resident (as determined under Section 7701 (b) of the Code) and agrees to notify Company immediately if this representation becomes untrue as of any subsequent date.

f. **Authority.** Such Member has full legal capacity, right, power, and authority to make, execute, deliver, and perform this Agreement and each other agreement, instrument, and document contemplated to be delivered pursuant hereto or otherwise in connection herewith.

g. **Conflicts and Competition.** Such Member has disclosed all potential conflicts of interests and is not engaged in, nor otherwise holds an interest in, any venture directly or indirectly competitive with Company's operations without Company's prior written consent.

h. Common Legal Counsel. Such Member and Company may, in the course of participation in Company affairs, be represented or receive advice from common legal counsel. As such, each Member understands that such counsel is not its independent counsel and is advised to consult with its own independent legal counsel concerning Company matters.

6.2 Survival of Representations. All representations and warranties contained herein or made in writing by each Member will survive the execution and delivery of this Agreement, and each Member understands that Company is relying on their accuracy. Each Member promises to immediately notify Company in the event that Member learns that a representation made by the Member hereunder is no longer true.

6.3 Member Confidentiality. Each Member understands that it holds specialized knowledge concerning Company affairs that could cause serious harm to Company if used competitively against Company or disclosed to third parties. Therefore, each Member covenants not to disclose Company financial information, systems, technologies, ideas, strategies, plans, methods, prices, costs, practices, existing or potential clients or suppliers, or other information relating to Company that is not publically known and that the Member knows or should know to treat as confidential information (the **"Confidential Information"**). Upon the Member's resignation, withdrawal, or other termination of the Member's business relationship with Company, such Member must return all Confidential Information in its possession to Company.

6.4 Reimbursement for Company Expenses. In general, Company will not reimburse any Member for expenses incurred by such Member on behalf of Company or otherwise in its capacity as a Member. However, each Member will be reimbursed for reasonable expenses incurred in connection with Company operations, subject to any employment agreement the Member may have, if any.

6.5 Meetings. Annual Member meetings will be held at the time, date, and place that the Member may determine. Special Member meetings for any purpose related to Company may be called by Members holding at least ten percent (10%) of all Company Interests, unless Members agree in writing for shorter notice for a particular meeting. Members must receive advance written notice of all meetings, including the annual meeting, at least 10 days, but not more than 60 days, prior to any meeting. Only matters stated on the meeting notice may be discussed at the Member meetings. The Member must keep a record of all decisions made as well as meeting minutes. Members may vote in person, by proxy, or by telephone or similar electronic means.

6.6 Acting by Proxy. Each Member may authorize a person or persons to act on its behalf by proxy on all matters for which the Member is entitled to participate, including voting, participating at a meeting, and waiving notice of a meeting. All proxies must be signed by the Member or its attorney-in-fact. No proxy is valid after 11 months from the date thereof unless otherwise provided in the proxy. All proxies are revocable at any time by the Members that executed them.

6.7 Voting. Except where a greater vote is specifically required by this Agreement, the Act, or the Articles, any matter requiring the vote or consent of Members will only pass upon at least receiving the affirmative vote or consent of Members holding a majority (more than 50%) of all Company Interests. Each Member is entitled to vote on any matter submitted to a vote of the Members by any Member. In addition, each Member has the right to vote on the following matters: (A) the dissolution of Company pursuant to this Agreement, (B) the merger or consolidation of company, (C) any transaction involving an actual or potential conflict of interest between a Member and Company, (D) any amendment or repeal of any provision of this Agreement or the Articles, and (E) the sale, exchange, lease, or other transfer of all or substantially all of Company's assets other than in the ordinary course of business. When choosing to provide its vote or consent, each Member has the right to consider any factors or interests it so desires, including its own, and has no duty or obligation to consider the interest of Company or any other individual or entity. No voting matter will require unanimous consent of the Members except as specifically provided in this Agreement. No person or entity owning an interest in Company may vote at a Member meeting without first being admitted as a Member according to this Agreement.

6.8 Consent Procedure. Member may choose to take any action required or permitted to be taken at an annual or special Member meeting instead by providing its written consent without first having a vote, meeting, or prior notice. Such consent must clearly indicate the action to be taken and be signed and dated by at least the minimum number of Members necessary to authorize such action if it were to be submitted for vote. Any Member not consenting to such action must receive prompt notice of any action authorized by this consent procedure.

6.9 Voluntary Withdrawal. No Member is entitled to Voluntarily Withdraw from Company or receive the fair market value of its Company interest at any time prior to Company's termination, except as otherwise provided herein upon the dissolution and winding up of

Company affairs. No Member that Voluntarily Withdraws has the right to continue to receive distributions under this Agreement.

6.10 Involuntary Withdrawal. Upon the Involuntary Withdrawal of a Member, the successor or legal representative of such Member will not become a Company Member, but will become an Unadmitted Holder of an ownership interest in Company entitled to the rights of an assignee of an interest in a limited liability company as provided under the Act, except that such Unadmitted Holder will have no right to receive the liquidated fair market value of the involuntarily withdrawn Member's Company Interest as of such Member's Involuntary Withdrawal.

6.11 Buy Back. Upon a Member's Voluntary Withdrawal or Involuntary Withdrawal in accordance with this Agreement, the remaining Members will have the right to purchase the withdrawing Member's Company Interest within 60 days of the withdrawal, as valued by an independent firm. The remaining Members may divide such Company Interest in any manner they agree upon or else in proportion to each Member's then-existing Company Interest. If such purchase is not finalized within 60 days, then the withdrawing Member, or its estate, if deceased, will keep the Company Interest as an Unadmitted Holder.

6.12 Tax Disclosure

a. Each Member hereby acknowledges that Company has directed such Member to seek independent advice regarding the applicable provisions of the Code and the income tax laws of any state or municipality in which such Member may reside, and the tax consequences of the acquisition, ownership, and transfer at death of the Units. Each Member represents that such Member has consulted his or her own tax advisor or has knowingly chosen not to consult his or her own tax advisor regarding the tax consequences of the acquisition, ownership, and disposition of the Units and that such Member is not relying on Company or its employees, officers, directors, attorneys, or accountants for any tax advice.

b. Each Member understands that Company is a pass-through entity for income tax purposes and that, as such, each Member will be required to include its allocable share of Company's income, gain, loss, and deduction in such Member's taxable income regardless of whether Company makes a distribution to such Member. As a result, a Member could be subject to taxes with respect to the Units even though Company does not make a distribution to such Member.

ARTICLE VII

EXCULPATION AND INDEMNIFICATION

7.1 Exculpation and Indemnification. The Member will not be liable for any loss to Company except to the extent such limitation is prohibited by state law. Company will indemnify to the fullest extent permitted by law each officer and Member against any losses, claims, damages, or liabilities (including legal or other expenses reasonably incurred in such investigation or defense), joint or several, arising out of their direct or indirect actions taken on behalf of Company except for such acts that constitute gross negligence, willful misconduct, fraud, or breach of this Agreement. Notwithstanding anything to the contrary herein, Company will not indemnify any Person in accordance with the preceding sentence with respect to any criminal action or proceeding unless such Person had no reasonable cause to believe that his or her conduct was unlawful.

ARTICLE VIII

TRANSFER OF MEMBERSHIP INTERESTS

8.1 Transfer of Company Interests or Units. No Member may assign, sell, attach, hypothecate, bequeath, or otherwise in any manner, whether voluntarily or involuntarily, transfer or dispose of its Units (a "**Transfer**"), or any interest therein, without the unanimous prior written consent of the Member, which consent may be withheld or granted in its sole and absolute discretion, and any purported Transfer of such Units without such consent will be void. No Transfer otherwise permitted according to this Article will be valid unless the following provisions are also met: (A) the Transfer does not require registration of the Interest under any federal or state securities laws; (B) the transferee signs and delivers a written instrument to Company agreeing to be bound by the terms of this Agreement and also delivers the transferee's taxpayer identification number and initial tax basis in the transferred interest; and (C) the Transfer will not cause Company to terminate pursuant to Code Section 708 or bring Company under the purview of the Investment Company Act of 1940, as amended. Upon any Transfer of Units by a Member properly occurring according to this Section, any then-existing Members or Managers will have the right of first refusal to purchase such Units before the Units are offered to a third party.

ARTICLE IX

BOOKS, RECORDS, AND ACCOUNTING

9.1 Review of Books and Records. The Member may establish standards for maintaining the confidentiality of Company's Confidential Information. The Member may, in good faith, determine what information should be treated confidentially. The Member will maintain complete and accurate books and records of Company's business and affairs as required by the Act and cause Company's books to reflect the transactions of Company in accordance with tax accounting principles employed in preparing Company's federal income tax returns. Company books and records will be kept at Company's registered office or such other place as the Member may determine. Subject to the foregoing restrictions, any Member or Unadmitted Holder, or its authorized agents, employees, or representatives, is authorized to review and inspect Company documents and information for any purpose reasonably related to such Member's or Unadmitted Holder's interest in Company, including any documents or information required by law to be open for Member inspection. A Member or Unadmitted Holder that so desires to inspect Company's books, records, and other Confidential Information must make such a request in writing at least 10 days prior to the requested inspection date and must indicate in the request the nature and purpose of the review in connection with their interest in Company. Inspection of Company's Confidential Information must be performed on Company property, with such Member or Unadmitted Holder bearing any associated costs.

9.2 Fiscal Year and Accounting Methods. Company's fiscal year will align with the calendar year. Company will follow accounting methods and principles as determined by the Member from time to time.

9.3 Reports. The Member will be responsible for providing each Member reports summarizing Company's financial and operational conditions and each Member's Capital Account and share of profits and losses at such times as the Member may determine, but not less than annually.

9.4 Tax Matters Member; Tax Audits; Income Tax Elections. The Member may appoint a Member to act as the "tax matters partner" of Company, as defined in Section 6231(a)(7) of the Code. Each Member agrees to so act if so appointed and in such case will act in accordance with the applicable provisions of the Code and Treasury Regulations promulgated under the Code. All costs incurred in connection with such status, including legal and accounting costs, will be Company expenses. Notwithstanding any provision to the contrary herein, neither the tax matters partner nor Company is obligated to defend any Member against any claim asserted by the Internal Revenue Service or any state, local, or foreign tax authority of additional tax liability arising out of the ownership of an interest in Company; to pay any legal or accounting costs of an audit of a Member's tax return, even if an audit is occasioned by an audit of Company's tax return; or to reimburse any Member for any additional tax liability (including interest and penalties) resulting from an audit. The Member may, in its sole and absolute discretion, make the election under Section 754 of the Code and any other income tax election that may be made only by Company and not by individual Members.

9.5 Tax Treatment. The Member intends that Company be treated as a closely held S corporation for federal and state income tax purposes and has filed or will file for such treatment with the Internal Revenue Service.

ARTICLE X

DISSOLUTION AND WINDING UP

10.1 Events Causing Dissolution and Winding Up. Company will be dissolved and its affairs wound up at any time that there are no remaining Members or upon the occurrence of any of the following events:

a. An entry of a decree of judicial dissolution of Company pursuant to the Act;

b. At any time, or upon the occurrence of an event, specified in the Articles or this Agreement;

c. Upon the sale or distribution of all of Company's assets, unless determined by the Member that it would be advisable to continue the existence of Company, in which case Company will continue in existence until the Member may cause Company to dissolve;

d. Upon the consent of Members holding a majority of all Company Interests to Company's dissolution; or

e. Upon the death, withdrawal, expulsion, bankruptcy, or dissolution of a Member or the occurrence of any other event that terminates the membership of Company Member

unless within eighty-nine (89) days after the dissociation of the Member a majority of the remaining Members consent to continue the business of Company and to the admission of one or more Members, if and as necessary.

10.2 Continuation of Business. The dissociation of a Member by any means that ceases its membership will not by itself cause Company's dissolution.

10.3 Winding Up

a. Upon Company's dissolution, the following actions will be taken:

i. The Managers or liquidating trustee (if appointed by the Managers or, if there is no Manager, by Members holding a majority of the Units) will cause Company's accountants to prepare, in accordance with accounting principles consistently applied with prior periods, a balance sheet of Company as of the dissolution date.

ii. Subject to the provisions of this Section, Company assets will be liquidated by the Member or liquidating trustee as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice. During such period, the business of Company, and its liquidation, will be managed by the Member or liquidating trustee, as applicable.

iii. The assets of Company will be applied and distributed as follows, and in the following order of priority: (A) to creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of Company liabilities inclusive of all liquidation and wind-up costs and expenses (whether by payment or the making of reasonable provision for payment thereof) other than liabilities to Members on account of their Capital Accounts; (B) to establish a fund as may be reasonable to provide for any contingent liabilities or obligations of Company, with such excess funds not needed for this purpose being paid as hereinafter provided; (C) where previously unapplied and restricted by law under Section 10.3(a)(iii)(A), to repay any loans or advances made by any Member to Company, with such payment being paid on a Pro Rata Basis if insufficient funds exist to satisfy all such loans or advances; and (D) the balance, if any, to the Members and any Unadmitted Holders in proportion to their Company Interests as of the date immediately preceding the liquidation of Company but after providing for any tax allocations as provided under Section 2.9.

b. Notwithstanding the provisions of Section 10.3(a)(ii) hereof, Company may (but will not be required to) liquidate any asset then held by Company unless such liquidation is required to satisfy the liabilities of Company. Any such asset not liquidated will be distributed to the Members in accordance with (and subject to the priorities of) Section 10.3(a)(iii) hereof.

c. Notwithstanding Section 2.8 hereof, each item of income, gain, loss, or deduction comprising Profits or Losses arising out of the disposition of Company property during the course of liquidation of Company (or which would result if property to be distributed to the Members in kind were instead to be sold at fair market value) will be allocated among the Members for the current taxable year and succeeding taxable years in such manner as will, to the extent possible, (A) eliminate any Adjusted Capital Account Deficit, and (B) cause the Capital Account balances of each Member to be in proportion to its respective Company Interest.

d. If, in the determination of the Member or liquidating trustee, as the case may be, managing the liquidation of Company in accordance with Section 10.3(a)(ii) hereof, the reserves set up in accordance with Section 10.3(a)(iii)(B) hereof are inadequate for any reason to satisfy all of Company's liabilities and obligations, then no further distribution will be made until such time as, in such Member's or liquidating trustee's judgment, Company has all amounts necessary to satisfy all such liabilities and obligations.

e. Company will terminate when, in accordance with this Section 10.3, all assets of Company, after payment of, or due provision for, all obligations or liabilities to Company creditors, will have been distributed to the Members. Upon such termination, the Member or liquidating trustee managing the liquidation of Company in accordance with Section 10.3(a)(ii) hereof will cause to be filed a certificate of cancellation and any and all other documents required to be filed in connection with the dissolution and termination of Company.

10.4 Deficit Account Balances. No Member or Unadmitted Holder will be required to contribute capital to Company in order to restore a deficit Capital Account balance to zero nor will have the right of contribution from other Members or Unadmitted Holders with respect to restoring such deficit.

ARTICLE XI

MISCELLANEOUS

11.1 Applicable Law. This Agreement will be governed by and construed in accordance with the internal laws, and not the laws of conflicts or choice of law, of the State of New York.

11.2 Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the Parties and, subject to Article VIII, their respective legal representatives, successors, executors, personal representatives, heirs, and distributees.

11.3 Notices. All notices or other communications required or permitted to be given hereunder will be in writing and will be delivered by hand or sent, postage prepaid, by registered, certified, or express mail or reputable overnight courier service or by telecopier and will be deemed given when so delivered by hand or, if mailed, three days after mailing (one business day in the case of express mail or overnight courier service), addressed to each Person to whom such communication is required to be given hereunder to the address of Company, or to such other address or electronic communication number as may be designated by notice given by any Member or other Person entitled to such notice to Company in the manner set forth above, and to Company at its principal office.

11.4 No Waiver. The failure to enforce or waiver of any breach of this Agreement will not operate as a waiver of any other breach of this agreement.

11.5 Amendment. This Agreement may be amended at any time upon the vote of Members holding at least a majority of all Company Interests, except unanimous written consent of all Members will be required for any proposed amendment that would have the effect of increasing the liability of any Member, changing the required contributions of any Member, changing any Member's rights in distributions from Company, or changing any Member's rights upon liquidation of Company. The Member will consult with Company's legal counsel, if any, to determine whether or not a proposed amendment requires unanimous consent.

11.6 Dispute Resolution. The Parties may resolve any and all disputes arising out of or relating to this Agreement through voluntary negotiation or mediation. Any Party may decide to forego or stop negotiation or mediation at any time. The Parties hereto agree that any and all disputes, claims, or controversies arising out of or relating to this Agreement that are not resolved by their mutual agreement through voluntary negotiation or mediation will be submitted to final and binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules including the Optional Rules for Emergency Measures of Protection. The arbitration hearing shall take place in New York, or where otherwise agreed by the Parties, before a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

11.7 General Provisions. This Agreement supersedes any prior written or oral agreement or negotiation among the Parties hereto and represents the entire agreement of the Parties as to the subject matter hereof. If any provision of this Agreement will be held or deemed by a final order of a competent authority to be invalid, inoperative, or unenforceable, such circumstance will not have the effect of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable, but this Agreement will be construed as if such invalid, inoperative, or unenforceable provision had never been contained herein so as to give full force and effect to the remaining such terms and provisions. The headings in this Agreement are for convenience of reference only and will not limit or otherwise affect the meaning of this Agreement. No Party hereto, nor its counsel, will be deemed to be the drafter of this Agreement, and all provisions herein will be construed in accordance with their fair meanings and not strictly for or against any Party hereto. All references herein to the masculine, feminine, or neuter gender will be deemed a reference to all genders according to the context, and all nouns will be construed either in the singular or plural as appropriate. This Agreement may be executed in any number of counterparts, and each counterpart will for all purposes be deemed an original. All counterparts will together constitute but one and the same agreement and be binding on all Parties as if all Parties had signed the same document.

11.8 Further Action and Documents. Each Party agrees to execute, acknowledge, and deliver such additional instruments and documents, and to do all such further acts and things, as may be required by law, or as may be deemed necessary or appropriate by the Member to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement.

11.9 Agency. Except as may be otherwise expressly provided herein, nothing contained in this Agreement will be construed to mean that any Member is the agent, or has any duty to act as the agent, of any other Company Member.

11.10 Incorporation by References. All schedules, exhibits, or appendices attached hereto

and referenced herein are incorporated into this Agreement by reference.

THE MEMBERSHIP INTERESTS EVIDENCED BY THIS AGREEMENT (THE "COMPANY INTERESTS") HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY STATE OR FOREIGN JURISDICTION AND MAY NOT BE SOLD OR TRANSFERRED WITHOUT COMPLIANCE WITH ANY APPLICABLE FEDERAL, STATE, OR FOREIGN SECURITIES LAWS.

IN WITNESS WHEREOF, the Parties execute this Agreement on the attached signature pages, immediately following, as of the date set forth on the title page hereto.

MEMBER SIGNATURE PAGE

By affixing its signature to this Member Signature Page, Michael Wachs, the undersigned, hereby executes the Limited Liability Company Operating Agreement (the "**Agreement**") of Esousa Holdings, llc effective as of October 7, 2009 and understands and agrees to be bound by all terms and provisions thereof.

IN WITNESS WHEREOF, the undersigned hereby executes the Agreement as of the date set forth on the title page thereto by executing this Member Signature Page as of the date written below.

Michael Wachs

Address: 18 Dolma Road, Scarsdale, NY 10583

_____

Signed: M. Wachs Dated: January 7, 2019

Print: Michael Wachs

SCHEDULE I
CAPITAL CONTRIBUTIONS AND UNITS

Member Name	Capital Contribution	Capital Value	Units	Company Interest
Michael Wachs	$1 million	$1,000,000.00	1,000,000	100%

Total Units Available = 1,000,000

EXHIBIT A
DEFINITIONS

"**Act**" means the most recent New York Limited Liability Company Act, as amended from time to time, and any successor to such statute.

"**Adjusted Capital Account Deficit**" means, with respect to any Member for any taxable year or

other period, the deficit balance, if any, in such Member's Capital Account as of the end of such year or other period, after giving effect to the following adjustments: (A) Credit to such Capital Account any amounts that such Member is obligated to restore or is deemed obligated to restore in accordance with this Agreement or as described in the Treasury Regulation Section 1.704-1(b)(2)(ii)(c); and (B) Debit to such Capital Account the items described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5), and (6).

"Book Value" is the book value of the asset as of the last day of the month preceding the offer to sell the asset. If the parties to the transaction cannot agree on a book value, then a certified public accountant will be retained within 30 days to determine the book value according to normally accepted accounting principles in such industry and for such a transaction.

"Capital Contribution" as of any date with respect to any Member means the sum of money and the fair market value, as determined by the Member, of any other property (net of liabilities) contributed to Company as capital.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company Interest" means a Member's or Unadmitted Holder's entire economic right, title, and ownership interest in Company at any particular time.

"Involuntary Withdrawal" means, with respect to any Member, the occurrence of any of the following events:

a. The Member becomes bankrupt;

b. If the Member is an individual, the Member's death or the adjudication by a court of competent jurisdiction that the Member is incompetent to manage the Member's person or property;

c. If the Member is acting as a Member by virtue of being a trustee of a trust, the termination of the trust;

d. If the Member is a partnership or another limited liability company, the dissolution and commencement of winding up of the partnership or limited liability company;

e. If the Member is a corporation, the dissolution of the corporation or the revocation of its charter; or

f. If the Member is an estate, the distribution by the fiduciary of the estate's entire interest in the limited liability company.

"Losses" means, for each taxable year or other period, an amount equal to Company's items of taxable deduction and loss for such year or other period, determined in accordance with Section 703(a) of the Code (including all items of loss or deduction required to be stated separately under Section 703(a)(I) of the Code), with the following adjustments:

a. Any expenditures of Company described in Section 705(a)(2)(B) of the Code or treated as Section 705(a)(2)(B) expenditures under Treasury Regulation Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Loss, will be considered an item of Loss;

b. Any items specially allocated pursuant to Section 3.3(b) will not be considered in determining Profit; and

c. Any decrease to Capital Accounts as a result of any adjustment to the book value of Company assets pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(f) or (g) will constitute an item of Loss.

"Member" means the initial Members, and such other Persons, if any, admitted to Company as additional Members pursuant to Section 3.4, in their capacities as Members of Company.

"Party" means each Member that executes this Agreement.

"Person" means any individual, partnership, corporation, limited liability company, joint venture, association, trust, unincorporated organization, or other governmental or legal entity.

"Profits" means, for each taxable year or other period, an amount equal to Company's items of taxable income and gain for such year or other period, determined in accordance with Section 703(a) of the Code (including all items of income and gain required to be stated separately under Section 703(a)(I) of the Code), with the following adjustments:

a. Any income of Company that is exempt from federal income tax and not otherwise taken into account in computing Profit will be added to Profit;

b. Any items specially allocated pursuant to Section 2.8(b) will not be considered in determining Profit; and

c. Any increase to Capital Accounts as a result of any adjustment to the Book Value of Company assets pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(f) or (g) will constitute an item of Profit.

"Pro Rata Basis" means an allocation of the referenced distribution or other item among the Members in proportion to each Member's Company Interest.

"Tax Advance" has the meaning set forth in Section 4.3.

"Transfer" has the meaning set forth in Section 8.1.

"Unadmitted Holder" means any Person who owns an ownership interest in Company as an unadmitted economic transferee of or successor-in-interest to a Company Interest.

"Units" has the meaning as set forth in Section 3.2, and, with respect to any Member, means the number of Units set forth in Schedule I hereto as the Units owned by such Member, as the same may be amended from time to time.

"Voluntary Withdrawal" means a Member's dissociation with Company by means other than a Transfer or an Involuntary Withdrawal.

Erik Anderson

From: Mackey Mcfarlane [mmcfarlane@jhdarbie.com]
Sent: Tuesday, December 22, 2020 10:02 AM
To: Marc Greenberg; Erik Anderson
Cc: Robert Rabinowitz
Subject: CEOCast Info
Attachments: 2019CceocastE-file DocumentsV1.PDF; 19C_ceocastCLNT_V1.PDF; CEOcast bank statements (134 KB); CeoCastlease.pdf

Gentlemen,

I'm compiling all of the info for CEOCast.

From Michael, "Please find attached a copy of the CEOcast tax return for the year ended 2019. As you can see, the company had a loss, and only received nominal payments from Esousa to cover my family's health insurance monthly premiums as it is still on Oxford Health Insurance via CEOcast and the rent at 211 East 43rd Street, which are offices that CEOcast leased in 2015 and are solely occupied by Esousa now. CEOcast has no operations.
If you still need a letter from my accountant please let me know, but I would assume the tax return speaks for itself.
Regards,
Michael"

Mackey McFarlane
Investment Banking
J.H. Darbie & Co. | 40 Wall Street, 30th Floor |New York, NY 10005
Direct-1. 646.396.2409| Direct-2. 321.799.9105
Main 646.396.2410 | Cell 321.698.1691 | jhdarbie.com
Recent Transactions: jhdarbie.com/sv/Transactions
Member FINRA | SIPC | MSRB

Registered broker-dealers and registered investment advisers are required to provide customers and new customers a client relationship summary, also called **Form CRS** to retail investors. Before you open an account or invest, you can see J.H. Darbie & Co., Inc. **Form CRS Here**. This form is available on the Firm's website.

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LEASE, dated as of August 19, 2014, between 211 East LH, LLC (the "Landlord"), a New York limited liability company who address is c/o Meadow Partners, 130 East 59th Street, Suite 1300, New York and CEOcast, Inc. (the "Tenant"), whose address is 317 Madison Avenue, Suite 1621, New York, New York 10017 prior to the commencement of the Term, and thereafter Tenant's address shall be that of the Premises.

WITNESSETH

WHEREAS, Landlord is willing to lease to Tenant and Tenant is willing to hire from Landlord, on the terms hereinafter set forth, certain space in the office building located at 211 East 43rd Street, New York, New York 10017 (the "Building"); the Land and the Building and all plazas, sidewalks and curbs adjacent thereto (collectively, the "Project").

WHEREAS, Tenant has requested and Landlord has agreed that in consideration for Tenant entering into this Lease, Landlord has agreed to allow Tenant to occupy that portion of the Building known as a portion of the 4thFloor as more particularly set forth in Exhibit A-1 annexed hereto and made a part hereof (the "Temporary Space") until such time as the Commencement Date shall occur and otherwise in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, Landlord and Tenant agree as follows:

ARTICLE 1.
PREMISES; TERM; USE

1.01. Demise. Landlord hereby leases to Tenant and Tenant hereby hires from Landlord, subject to the terms and conditions of this Lease, a portion of fourth (4th) floor of the Building (the "Premises") substantially as shown hatched on the plan annexed as Exhibit A. Landlord and Tenant agree that the Premises contains approximately 3,975 rentable square feet.

1.02. Term. The term of this Lease (the "Term") shall commence on the Commencement Date and shall end, unless sooner terminated as herein provided, on the last day of the calendar month in which occurs the Fifth (5th) year and fourth (4th) month anniversary of the day preceding the Commencement Date (the "Expiration Date").

1.03. Commencement Date. (a) "Commencement Date" means the day on which Landlord's Initial Work is deemed to have been substantially completed in accordance with Section 1.03(b). Landlord shall provide Tenant with fifteen (15) business days notice of Landlord's substantial completion of Landlord's Work.

(b) Landlord's Initial Work shall be deemed to have been substantially completed on the earlier of (i) the date upon which Landlord's Initial Work has been completed, other than (A) minor details of construction, decoration and mechanical adjustments, if any, the non-completion of which does not adversely affect or interfere other than to a de minimis extent with Tenant's use of the Premises, (B) items which, in accordance with good construction practice, should be performed after completion of Tenant's initial Alterations and (C) any part of Landlord's Initial Work that is not completed due to Tenant Delay; provided, that in each case

Landlord shall nevertheless remain obligated to complete Landlord's Initial Work and (ii) the date Tenant takes possession of the Premises for the performance of Alterations or for any other reason Anything to the contrary contained herein notwithstanding, and provided Tenant is not occupying the Temporary Space, Tenant shall have the right to take occupancy of the Premises and the Commencement Date shall not be deemed to have occurred until such time as the Landlord has delivered the Premises in accordance with the condition required under this Section 1.03(b) but Tenant shall otherwise comply with all of the other terms and conditions of this Lease.

(c) If Landlord shall be unable to deliver possession of the Premises to Tenant prior to December 31, 2014, other than as a result of Tenant Delay or Force Majeure, Tenant may terminate this Lease on five (5) days prior written notice without further cost or expense, and Landlord shall promptly return Tenant's full security deposit, provided however, if Landlord shall deliver possession of the Premises within such five (5) day period then Tenant's notice shall be void and of no further force or effect. This Section 1.03 shall be an express provision to the contrary for purposes of Section 223-a of the New York Real Property Law and any other law of like import now or hereafter in effect.

1.04. Tenant Delay. "Tenant Delay" means any delay which Landlord may encounter in the performance of Landlord's obligations under this Lease by reason of any act or omission of any nature of Tenant, its agents or contractors, including, without limitation, delays due to changes in or additions to Landlord's Initial Work requested by Tenant, delays by Tenant in submission of information or giving authorizations or approvals or delays due to the postponement of any Landlord's Initial Work at the request of Tenant, other than in the event of force majeure. Tenant shall pay to Landlord any reasonable costs or expenses incurred by Landlord by reason of any Tenant Delay.

1.05. Use. The Premises shall be used and occupied by Tenant solely as general and executive offices as shall be reasonably required by Tenant in the operation of its business and are customarily permitted by landlords, and engaged in by tenants, in first class office buildings on the east side of midtown Manhattan); provided, that in no event shall the Premises be used for any of the following: (a) a banking, trust company, or safe deposit business, in each case open for business to the general public, (b) a savings bank, a savings and loan association, or a loan company, in each case open for business to the general public, (c) the sale of travelers' checks and/or foreign exchange, in each case open for business to the general public, (d) a stock brokerage office whose business involves off-the-street retail sales to the general public, (e) a restaurant, bar or for the sale of food or beverages, (f) photographic reproductions and/or offset printing, (g) an employment or travel agency or airline ticket counter, (h) a school or classroom or other place of instruction, catering primarily to students or trainees rather than to customers, (i) for any medical purpose or as a psychiatric office or drug/addiction treatment center, (j) conduct of an auction, (k) gambling activities, (l) conduct of obscene, pornographic or similar disreputable activities, (m) offices of an agency, department or bureau of the United States Government, any state or municipality within the United States or any foreign government, or any political subdivision of any of them, (n) offices of any charitable, religious, union or other not-for-profit organization, (o) offices of any tax exempt entity within the meaning of Section 168(h)(2) of the Internal Revenue Code of 1986, as amended, or any successor or substitute statute, or rule or regulation applicable thereto, (p) office, headquarters or other facility devoted

or opposed to the promotion, advancement, representation, purpose or benefit of any political party, political movement or political candidate, (q) as an unemployment, counseling or similar social services office. The Premises shall not be used for any purpose which would tend to lower the first-class character of the Building, create unreasonable or excessive elevator or floor loads, impair or interfere with any of the Building operations or the proper and economic heating, ventilation, air-conditioning, cleaning or other servicing of the Building, constitute a public or private nuisance, interfere with, annoy or disturb any other tenant or Landlord, or impair the appearance of the Building. Landlord acknowledges that Tenant's current use of the Premises does not violate any limitation set forth in this subparagraph.

1.06. Temporary Space. (a) Tenant shall have the right on five (5) days prior written notice to Landlord, to occupy the Temporary Space subject to all of the terms and conditions of this Lease, as though the Temporary Spaces were the Premises, except as specifically set forth in this Section 1.06. The date Tenant takes occupancy of the Temporary Space shall be deemed the "Temporary Space Commencement Date" and the date which is two (2) days after the Commencement Date shall be deemed the "Temporary Space Expiration Date". Landlord shall have no obligation to perform work on or otherwise make ready the Temporary Space for the use and occupancy of Tenant and Tenant accepts same is "As Is" and "Where Is" condition (the "Temporary Space Condition").

(b) Effective upon the Commencement Date, Tenant shall promptly vacate and surrender the Temporary Space to Landlord in vacant, broom clean condition, free of any and all occupancies and otherwise in the condition set forth for the surrender of the Premises in this Lease, to the intent and purpose that the estate of Tenant in and to the Temporary Space shall be wholly extinguished. Time shall be of the essence with regard to Tenant's obligation to surrender the Temporary Space to Landlord on or prior to the Temporary Space Expiration Date. No further instrument of surrender or acknowledgment or agreement from Tenant shall be required to effectuate such surrender.

(c) Tenant shall have no obligation to pay Rent for its use and occupancy of the Temporary Space up to and through the Temporary Space Expiration Date but Tenant shall be required to pay for all utilities in the Temporary Space as set forth herein as though same were the Premises. In the event that Tenant fails to surrender and vacate the Temporary Premises in the condition required under this Lease, then Tenant shall pay holdover rental to Landlord as though Tenant was holding over in the Premises, in addition to any Rent Tenant shall owe for the Premises under the terms of this Lease, and Landlord shall be entitled to all of the rights and remedies available to a landlord against a tenant holding over after the expiration of the term, including without limitation the right to commence summary proceedings against Tenant and otherwise in accordance with Section 6.10 of this Lease.

(d) From and after the date that Tenant shall actually vacate and surrender the Temporary Space to Landlord, this Lease shall no longer apply to the Temporary Space, except with respect to obligations which accrued on or prior to such surrender date.

(e) Any provision of this Lease notwithstanding, Tenant may not assign this Lease or sublet the Premises or the Temporary Premises prior to the date which is the earlier to occur of

the Commencement Date or the date Tenant vacates the Temporary Space under any circumstances, and any attempt to do so shall be void ab initio and a default under this Lease.(f)

(f) In the event Tenant shall terminate this Lease in accordance with Section 1.03 hereinabove, then Tenant shall vacate and surrender the Temporary Space in accordance with the terms and conditions contained in this Lease on the date set forth in Tenant's termination notice.

ARTICLE 2.
RENT

2.01. Rent. "Rent" shall consist of Fixed Rent and Additional Charges.

2.02. Fixed Rent. A. (i) The fixed rent ("Fixed Rent") shall be as follows:

(a) for the period commencing on the Commencement Date and ending on the day immediately preceding the first (1st) anniversary of the Commencement Date at the rate of $170,925.00 per annum payable in equal monthly installments of $14,243.75;

(b) for the period commencing on the first (1st) anniversary of the Commencement Date and ending on the day immediately preceding the second (2nd) anniversary of the Commencement Date at the rate of $175,198.00 per annum payable in equal monthly installments of $14,599.83;

(c) for the period commencing on the second (2nd) anniversary of the Commencement Date and ending on the day immediately preceding the third (3rd) anniversary of the Commencement Date at the rate of $179,578.00 per annum payable in equal monthly installments of $14,964.83;

(d) for the period commencing on the third (3rd) anniversary of the Commencement Date and ending on the day immediately preceding the fourth (4th) anniversary of the Commencement Date at the rate of $184,068.00 per annum payable in equal monthly installments of $15,339.00;

(e) for the period commencing on the fourth (4th) anniversary of the Commencement Date and ending on the day immediately preceding the fifth (5th) anniversary of the Commencement Date at the rate of $188,669.00 per annum payable in equal monthly installments of $15,722.42;

(f) for the period commencing on the fifth (5th) anniversary of the Commencement Date and ending on the day immediately preceding the fifth (5th) year and fourth (4th) month anniversary of the Commencement Date at the rate of $64,462.00 for the period payable in equal monthly installments of $16,115.50.

(ii) Fixed Rent shall be payable by Tenant in advance on the Rent Commencement Date and on the first day of each calendar month thereafter; provided, that Tenant shall pay, upon the

execution and delivery of this Lease by Tenant, $14,243.75 to be applied against the first full monthly installment of Fixed Rent; and provided further, that if the Commencement Date is not the first day of a month, then Fixed Rent for the month in which the Commencement Date occurs shall be prorated and paid on the Commencement Date.

(iii) "Rent Commencement Date" shall mean the date which is one hundred and twenty (120) days from the Commencement Date.

B. Notwithstanding anything to the contrary contained herein, provided Tenant is not in default of the terms and conditions of this Lease, Tenant shall be entitled to a credit against Monthly Fixed Rent from the Commencement Date to and through the Rent Commencement Date (the "Rent Concession"). Notwithstanding anything to the contrary hereinabove set forth, if Landlord at any time terminates this Lease or re-enters or repossesses the Premises on account of any default by Tenant under this Lease, Landlord shall be entitled to recover from Tenant, in addition to all other amounts Landlord is entitled to recover, the unamortized amount of the Rent Concession, it being the intention that said free rent amount be amortized over the term of this Lease, and same shall be deemed to be Additional Charges hereunder.

2.03. Additional Charges. "Additional Charges" means Tax Payments, Operating Payments and all other sums of money, other than Fixed Rent, at any time payable by Tenant under this Lease, all of which Additional Charges shall be deemed to be rent.

2.04. Tax Payments. (a) "Base Tax Amount" means the Taxes (excluding any amounts described in Section 2.04(b)(iii)) for the Tax Year commencing July 1, 2014 to and through June 30, 2015.

(b) "Taxes" means (i) the real estate taxes, vault taxes, assessments and special assessments levied, assessed or imposed upon or with respect to the Project by any federal, state, municipal or other government or governmental body or authority (including, without limitation, or any other business improvement district (the "Bid Taxes"), or any taxes, assessments or charges imposed upon or against the Project, Landlord of the Project), (ii) all taxes assessed or imposed with respect to the rentals payable under this Lease other than general income and gross receipts taxes; provided, that any such tax shall exclude Commercial Rent or Occupancy Taxes imposed pursuant to Title 11, Chapter 7 of the New York City Administrative Code so long as such tax is required to be paid by tenants directly to the taxing authority and (iii) any expenses incurred by Landlord in contesting such taxes or assessments and/or the assessed. value of the Project, which expenses shall be allocated to the Tax Year to which such expenses relate . If at any time the method of taxation shall be altered so that in lieu of or as an addition to or as a substitute for, the whole or any part of such real estate taxes, assessments and special assessments now imposed on real estate, there shall be levied, assessed or imposed (x) a tax, assessment, levy, imposition, fee or charge wholly or partially as a capital levy or otherwise on the rents received therefrom, or (y) any other additional or substitute tax, assessment, levy, imposition, fee or charge, including, without limitation, business improvement district and transportation taxes, fees and assessments, then all such taxes, assessments, levies, impositions, fees or charges or the part thereof so measured or based shall be included in "Taxes". If the Landlord, or lessee under a Superior Lease, of all or any part of the Building and/or the Land is

an entity exempt from the payment of taxes described in clauses (i) and (ii), there shall be included in "Taxes" the taxes described in clauses (i) and (ii) which would be so levied, assessed or imposed if such owner or lessee were not so exempt and such taxes shall be deemed to have been paid by Landlord on the dates on which such taxes otherwise would have been payable if such owner or lessee were not so exempt. Except as permitted in this Section 2.04(b), "Taxes" shall not include any franchise, capital stock or transfer tax. If the Bid Taxes are eliminated or reduced after the date hereof, then, as of the date of such elimination or reduction, the Base Tax Amount shall be recalculated to take into account the elimination or reduction of the Bid Taxes.

(c) "Tax Year" means each period of twelve (12) months, commencing on the first day of July of each such period, in which occurs any part of the Term, or such other period of twelve (12) months occurring during the Term as hereafter may be adopted as the fiscal year for real estate tax purposes of the City of New York.

(d) "Tenant's Tax Share" shall mean 2.01%.

(e) (i) If Taxes for any Tax Year, shall exceed the Base Tax Amount, Tenant shall pay to Landlord (each, a "Tax Payment") Tenant's Tax Share of the amount by which Taxes for such Tax Year are greater than the Base Tax Amount. The Tax Payment for each Tax Year shall be due and payable in installments in the same manner that Taxes for such Tax Year are due and payable by Landlord, whether to the City of New York, to a Superior Lessor, Superior Mortgagee or otherwise. Tenant shall pay Tenant's Tax Share of each such installment within thirty (30) days after the rendering of a statement therefor by Landlord to Tenant, which statement may be rendered so as to require Tenant's Tax Share to be paid by Tenant thirty (30) days prior to the date such Taxes first become due. The statement to be rendered by Landlord shall set forth in reasonable detail the computation of Tenant's Tax Share of the particular installment(s) being billed. If there shall be any increase in the Taxes for any Tax Year, whether during or after such Tax Year, or if there shall be any decrease in the Taxes for any Tax Year, the Tax Payment for such Tax Year shall be appropriately adjusted and paid or refunded, as the case may be, in accordance herewith. In no event, however, shall Taxes be reduced below the Base Tax Amount.

(ii) Landlord shall have the right, at any time, to require that Tenant's Tax Payments be paid by Tenant in monthly installments. If Landlord exercises such right, then the following provisions of this clause (ii) shall govern (in lieu of clause (i) above): "If Taxes for any Tax Year, shall exceed the Base Tax Amount, Tenant shall pay to Landlord (each, a "Tax Payment") Tenant's Tax Share of the amount by which Taxes for such Tax Year are greater than the Base Tax Amount. Landlord may furnish to Tenant, prior to the commencement of each Tax Year, a statement setting forth Landlord's reasonable estimate of the Tax Payment for such Tax Year. Tenant shall pay to Landlord on the first day of each month during such Tax Year, an amount equal to 1/12th of Landlord's estimate of the Tax Payment for such Tax Year. If Landlord shall not furnish any such estimate for a Tax Year or if Landlord shall furnish any such estimate for a Tax Year subsequent to the commencement thereof, then (A) until the first day of the month following the month in which such estimate is furnished to Tenant, Tenant shall pay to Landlord on the first day of each month an amount equal to the monthly sum payable by Tenant to Landlord under this Section 2.04(e)(ii) in respect of the last month of the preceding Tax Year; (B) after such estimate is furnished to Tenant, Landlord shall

notify Tenant whether the installments of the Tax Payment previously made for such Tax Year were greater or less than the installments of the Tax Payment to be made in accordance with such estimate, and (x) if there is a deficiency, Tenant shall pay the amount thereof within ten (10) days after demand therefor, or (y) if there is an overpayment, Landlord shall refund to Tenant the amount thereof; and (C) on the first day of the month following the month in which such estimate is furnished to Tenant and monthly thereafter throughout such Tax Year, Tenant shall pay to Landlord an amount equal to 1/12th of the Tax Payment shown on such estimate. Landlord may, during each Tax Year, furnish to Tenant a revised statement of Landlord's estimate of the Tax Payment for such Tax Year, and in such case, the Tax Payment for such Tax Year shall be adjusted and paid or refunded as the case may be, substantially in the same manner as provided in the preceding sentence. After the end of each Tax Year Landlord shall furnish to Tenant a statement of Tenant's Tax Payment for such Tax Year (and shall endeavor to do so within one hundred and eight (180) days after the end of each Tax Year). If such statement shall show that the sums paid by Tenant, if any, under Section 2.04(e)(ii) exceeded the Tax Payment to be paid by Tenant for the applicable Tax Year, Landlord shall refund to Tenant the amount of such excess; and if such statement shall show that the sums so paid by Tenant were less than the Tax Payment to be paid by Tenant for such Tax Year, Tenant shall pay the amount of such deficiency within ten (10) days after demand therefor. If there shall be any increase in the Taxes for any Tax Year, whether during or after such Tax Year, or if there shall be any decrease in the Taxes for any Tax Year, the Tax Payment for such Tax Year shall be appropriately adjusted and paid or refunded, as the case may be, in accordance herewith. In no event, however, shall Taxes be reduced below the Base Tax Amount."

(f) If Landlord shall receive a refund of Taxes for any Tax Year in which Taxes exceed the Base Tax Amount, Landlord shall pay to Tenant Tenant's Tax Share of the net refund); provided, that such payment to Tenant shall in no event exceed Tenant's Tax Payment paid for such Tax Year.

(g) If the Taxes comprising the Base Tax Amount are reduced as a result of an appropriate proceeding or otherwise, the Taxes as so reduced shall for all purposes be deemed to be the Base Tax Amount and Landlord shall notify Tenant of the amount by which the Tax Payments previously made were less than the Tax Payments required to be made under this Section 2.04, and Tenant shall pay the deficiency within ten (10) days after demand therefor.

(h) Only Landlord may institute proceedings to reduce the assessed valuation of the Project and the filings of any such proceeding by Tenant without Landlord's consent shall constitute a default. Landlord shall not be obligated to file any application or institute any proceeding seeking a reduction in Taxes or the assessed valuation. The benefit of any exemption or abatement relating to all or any part of the Project shall accrue solely to the benefit of Landlord and Taxes shall be computed without taking into account any such exemption or abatement.

2.05. Intentionally Omitted.

2.06. Tax Provisions. (a) In any case provided in Section 2.04 in which Tenant is entitled to a refund, Landlord may, in lieu of making such refund, credit against future installments of Rent any amounts to which Tenant shall be entitled. Nothing in this Article 2

shall be construed so as to result in a decrease in the Fixed Rent. If this Lease shall expire before any such credit shall have been fully applied, then (provided Tenant is not in default under this Lease) Landlord shall refund to Tenant the unapplied balance of such credit.

(b) Landlord's failure to render or delay in rendering any statement with respect to any Tax Payment or installment thereof shall not prejudice Landlord's right to thereafter render such a statement, nor shall the rendering of a statement for any Tax Payment or installment thereof prejudice Landlord's right to thereafter render a corrected statement therefor.

(c) Intentionally omitted.

(d) Each Tax Payment in respect of a Tax Year, which begins prior to the Commencement Date or ends after the expiration or earlier termination of this Lease, and any tax refund pursuant to Section 2.04(f), shall be prorated to correspond to that portion of such Tax Year occurring within the Term.

(e) In no event shall Tenant be entitled to any refund or reduction in Rent if Taxes for any Tax Year are less than the Base Tax Amount.

2.07. Electric Charges. (a) Effective as of the Commencement Date (other than in connection with the HVAC Unit defined in Section 3.01(a)(i), Tenant shall pay to the Landlord One Hundred and Seven percent (107%) of the amounts due for electric current consumed by Tenant as indicated by meters (or submeters) measuring Tenant's consumption thereof, within ten (10) days of written demand therefore and same shall be deemed Additional Charges.

(b) At Tenant's option, Landlord may furnish and install all replacement lighting, tubes, lamps, bulbs and ballasts required in the Premises, and Tenant shall pay to Landlord or its designated contractor upon demand Landlord's then established reasonable charges therefor.

(c) In no event shall Tenant's consumption of electricity exceed the capacity of existing feeders to the Building or the risers or wiring serving the Premises, nor shall Tenant be entitled to any unallocated power available in the Building unless, in Landlord's judgment (taking into account the then existing and future needs of other then existing and future tenants, and other needs of the Building), the same is available and necessary for Tenant's use.

(d) Tenant covenants that at no time shall the use of electrical energy servicing the Premises exceed the capacity of the existing feeders or wiring installations then serving the Premises nor shall Tenant use any electrical equipment which, in Landlord's opinion, reasonably exercised, will overload such installations or interfere with the use thereof by other tenants. Tenant shall have the right to use the electrical facilities that then exist in the Building to obtain such direct electric service (without Landlord having any liability or obligation to Tenant in connection therewith). Tenant shall not make or perform, or permit the making or performance of, any Alterations to wiring installations or other electrical facilities in or serving the Premises without the prior consent of Landlord in each instance which shall not be unreasonably withheld, conditioned or delayed provided it does not adversely affect the Building

Systems. Any such Alterations, additions or consent by Landlord shall be subject to the provisions of this Lease including, but not limited to, the provisions of this Lease.

2.08. Manner of Payment. Tenant shall pay all Rent as the same shall become due and payable under this Lease (a) in the case of Fixed Rent and recurring Additional Charges, by check or wire transfer of immediately available federal funds as directed by Landlord, and (b) in the case of all other sums, either by wire transfer as aforesaid or by check (subject to collection) drawn on a bank that clears through The Clearing House Payments Company L.L.C., in each case at the times provided herein without notice or demand and without setoff or counterclaim. All Rent shall be paid in lawful money of the United States to Landlord at its office or such other place as Landlord may from time to time designate. If Tenant fails timely to pay any Rent, Tenant shall pay to Landlord, as Additional Charges, a late fee equal to four percent (4%) of the overdue amount. In addition to such late fee, Tenant shall pay, as Additional Charges, interest thereon from the date when such Rent became due to the date of Landlord's receipt thereof at the lesser of (i) one and half percent (1½%) per month and (ii) the maximum rate permitted by law. Any Additional Charges for which no due date is specified in this Lease shall be due and payable on the fifteenth (15th) day after the date of invoice. All bills, invoices and statements rendered to Tenant with respect to this Lease shall be binding and conclusive on Tenant unless, within 60 days after receipt of same, Tenant notifies Landlord that it is disputing same.

2.09. Security. (a) Tenant shall deliver to Landlord, as security for the faithful performance and observance by Tenant of the terms, conditions and provisions of this lease, including without limitation the surrender of possession of the Premises to Landlord herein provided, the sum of Fifty Eight Thousand One Hundred and Thirty Five and 32/100 ($58,135.32 Dollars (the "Security Deposit"). Upon each adjustment of Fixed Rent during the term of this Lease, Tenant shall be required to deposit the difference between four (4) months' Monthly Fixed Rent at the new rental rate and four (4) months' Monthly Fixed Rent at the rental rate for the previous Lease Year so that all times Landlord shall have a Security Deposit equal to four (4) months of the then current Fixed Rent. It is expressly understood that such Security Deposit is not an advanced payment of Rent or a measure of Landlord's damages in the case of default by Tenant. It is agreed that in the event Tenant defaults in respect of any of the material and monetary terms, provisions and conditions of this Lease, including, but not limited to, the payment of Fixed Rent and Additional Charges, Landlord may apply or retain the whole or any part of the Security Deposit so deposited, without prejudice to any other remedy which Landlord may have under this Lease, to the extent required for the payment of any Fixed Rent and Additional Charges or any other sum as to which Tenant is in default or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this Lease, including but not limited to, any damages or deficiency in the reletting of the Premises, whether such damages or deficiency accrue or accrues before or after summary proceedings or other reentry by Landlord. If Landlord applies or retains any part of the Security Deposit so deposited, Tenant, within ten (10) days' after notice from Landlord, shall deposit with Landlord the amount so applied or retained so that Landlord shall have the full Security Deposit on hand at all times during the Term. The failure by Tenant to deposit such additional amount within the foregoing time period shall be deemed a material default pursuant to Section 6.03 of this Lease. In the event any bankruptcy, insolvency, reorganization or other creditor-debtor proceedings shall be instituted by or against Tenant, or its

successors or assigns, or any surety of this Lease, such Security Deposit shall be deemed to be applied first to the payment of any Fixed Rent and any item of Additional Charges due Landlord for all periods prior to the institution of such proceedings, and the balance, if any, of such Security Deposit may be retained by Landlord in partial liquidation of Landlord's damages. In the event of a sale of the Project, Landlord shall have the right to transfer the Security Deposit to the vendee or lessee and Landlord shall thereupon be released by Tenant from all liability for the return of the Security Deposit; and Tenant agrees to look solely to the new landlord for the return of the Security Deposit; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the Security Deposit to a new landlord. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the Security Deposit and that neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance. Tenant specifically understands, acknowledges and agrees that the Security Deposit may be commingled with other funds provided such funds are maintained in an account held by the existing lender or any future lender.

(b) Provided Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease and Tenant has surrendered the Premises to Landlord in accordance with all material and monetary terms and conditions of this Lease, then within 30 days of the Lease Expiration Date (i) Landlord shall return to Tenant the Security Deposit then held by Landlord or (ii) if Landlord shall have drawn upon such Security Deposit or Letter of Credit (or the proceeds thereof) to remedy defaults by Tenant in the payment or performance of any of Tenant's obligations under this Lease, Landlord shall return to Tenant that portion, if any, of such Security Deposit or the proceeds of the Letter of Credit remaining in Landlord's possession.

ARTICLE 3.
LANDLORD COVENANTS

3.01. Landlord Services. (a) From and after the date that Tenant first occupies the Premises for the conduct of Tenant's business, Landlord shall furnish Tenant with the following services (collectively, "Landlord Services"):

(i) Landlord shall, at Landlord's sole expense, furnish heat, ventilation and air-conditioning to the Premises by means of a packaged HVAC unit currently servicing the tenants on the 4th Floor of the Building (the "HVAC Unit"). From and after the Commencement Date, Landlord shall at its sole cost and expense, be responsible for the prompt repair, regular maintenance and operation (except if such damage is caused by the negligent acts of omissions of Tenant, it agent, contractor, employees or invitees) of the HVAC System through the Term.

(ii) Landlord shall supply Tenant with steam to the Premises through the HVAC Unit during Business Hours, provided however, if required by Tenant for any additional HVAC Unit usage, Landlord shall supply same to Tenant at the rate of $150.00 per hour as Additional Charges (the "Overtime HVAC Usage"). Tenant shall request such Overtime HVAC Usage from Landlord's building manager no later than twenty four (24) hours in advance.

(iii) Landlord shall provide Tenant with passenger elevator service for the Premises using the Building Systems therefore during Business Hours. Tenant's use of the passenger elevator shall be on a non-exclusive basis. Tenant shall use the passenger elevators only for purposes of transporting persons to and from the Premises. Notwithstanding anything to the contrary contained herein, Tenant shall have the right to use the passenger elevators, at no cost or expense to Tenant, during Tenant's initial move-in to the Temporary Space and the Premises for purposes of moving Tenant's personal property into the Temporary Space and the Premises; provided, however, such usage shall occur within a two (2) business day period, after Business Hours and prior to Tenant opening for business in the Temporary Space and the Premises, as the case may be.

(iv) Landlord shall provide cold water for normal and customary lavatory purposes only. If Tenant is using water for any use other than normal and customary lavatory use, Landlord may, in its sole discretion, install a submeter and Tenant shall reimburse Landlord as Additional Charges payable within twenty (20) days after presentation of an invoice for Landlord's cost of installation of said submeter, Landlord's reasonable cost for reading of the meter and the cost of water consumed within the Premises, as measured pursuant to such meter. Tenant shall be responsible for the repair, maintenance and replacement, when necessary, of said water meter. Landlord shall not provide hot water. Tenant shall be permitted to use the existing equipment (if applicable) which presently supplies hot water to the Premises (without any representation therefore by Landlord). In connection with Landlord's Initial Work, Landlord shall install an additional hot water heater in the Premises at Landlord's sole cost and expense. Other than Landlord's obligation to install the hot water heater in connection with Landlord's Initial Work, Tenant shall be solely responsible for the cost of repair, maintenance and replacement, as well as utility charges, of all hot water equipment supplying hot water to the Premises.(v) Landlord shall provide cleaning services in accordance with Exhibit C attached hereto. Landlord shall not be required to perform any (A) extra cleaning work in the Premises required because of (w) carelessness, indifference, misuse or neglect on the part of Tenant, its subtenants or their respective employees or visitors, (x) interior glass partitions or an unusual quantity of interior glass surfaces, (y) non-building standard materials or finishes installed in the Premises and/or (z) the use of the Premises other than during Business Hours on Business Days and/or (B) removal from the Premises and the Building of any refuse of Tenant (x) in excess of that ordinarily accumulated in business office occupancy, other than such boxes or materials used by the Tenant upon its initial occupancy of the Premises, including, without limitation, kitchen and pantry refuse and/or (y) at times other than Landlord's standard cleaning times. Notwithstanding the foregoing, Landlord shall not be required to clean any portions of the Premises used for preparation, serving or consumption of food or beverages, training rooms, trading floors, data processing or reproducing operations, private lavatories or toilets or other special purposes requiring greater or more difficult cleaning work than office areas and Tenant shall retain Landlord's cleaning contractor at Tenant's expense to perform such cleaning and any other cleaning services in excess of those provided for in Exhibit C. Landlord's cleaning contractor shall have access to the Premises after 6:00 p.m. and before 8:00 a.m. and shall have the right to use, without charge therefor, all light, power and water in the Premises reasonably required to clean the Premises.

(b) Landlord may stop or interrupt any Landlord Service, electricity, or other service and may stop or interrupt the use of any Building facilities and

systems at such times as may be necessary and for as long as may reasonably be required by reason of accidents, strikes, or the making of repairs, alterations or improvements, or inability to secure a proper supply of fuel, gas, steam, water, electricity, labor or supplies, or by reason of any other cause beyond the reasonable control of Landlord. Landlord shall have no liability to Tenant by reason of any stoppage or interruption of any Landlord Service, electricity or other service or the use of any Building facilities and systems for any reason.

(c) The provision of overtime services shall be subject to minimum hour requirements and such other conditions as may be established by Landlord from time to time. Without limiting any of Landlord's other rights and remedies, if Tenant shall be in default beyond any applicable grace period, Landlord shall not be obligated to furnish to the Premises any service outside of Business Hours on Business Days, and Landlord shall have no liability to Tenant by reason of any failure to provide, or discontinuance of, any such service.

(d) "Business Hours" means 8:00 a.m. to 6:00 p.m. "Business Days" means all days except Saturdays, Sundays, holidays as outlined in the Tenant Manual annexed hereto as Exhibit D and any other days which are either (i) observed by both the federal and the state governments as legal holidays or (ii) designated as a holiday by the applicable Building Service Union Employee Service contract or Operating Engineers contract.

(a) If the Premises or a substantial portion thereof shall be rendered untenantable and Tenant is prevented from using, and does not use, the Premises or any portion thereof, for the ordinary conduct of Tenant's business, for ten (10) consecutive days (the "Eligibility Period") solely as a result of Landlord's failure to provide any service which Landlord is expressly required to perform or provide pursuant to the terms of this Lease, and such failure (i) is not due solely or in part to Force Majeure or the acts or omissions of Tenant and (ii) is not beyond the reasonable control of Landlord, then, provided that Tenant shall have given Landlord a notice within two (2) Business Days after the Premises has been rendered untenantable, advising Landlord of such untenantability, which notice shall contain the following statement in capitalized bold type: "IF YOU FAIL TO REMEDY THE PROBLEM REFERENCED IN THIS NOTICE WITHIN THE TIME PERIOD SPECIFIED IN SECTION 3.01(e) OF THE LEASE, WE MAY BE ENTITLED TO A RENT ABATEMENT IN ACCORDANCE WITH SUCH SECTION", Tenant, as its sole and exclusive remedy, shall be entitled to an abatement of the Rent. Notwithstanding the foregoing, Tenant shall not be entitled to any such abatement to the extent that Tenant receives insurance proceeds for the payment of such Rent (or would have received such insurance proceeds had Tenant maintained the insurance required to be maintained by Tenant pursuant to the terms of this Lease). For purposes of this Section 3.01(e), "Force Majeure" shall mean the occurrence of any of the following: (1) strike, (2) lockouts or other labor troubles, (3) governmental preemption in connection with a national emergency, (4) any rule, order or regulation of any governmental agency, (5) conditions of supply or demand which are affected by war or other national, state or municipal emergency, (6) fire or other casualty, (7) civil disturbance, act of the public enemy, riot, sabotage, blockade, embargo or explosion or (8) acts of God (such as, by way of example only, tornado, earthquake, hurricane, washout or storm).

ARTICLE 4.
LEASEHOLD IMPROVEMENTS; TENANT COVENANTS

4.01. Initial Improvements. Landlord, at Landlord's expense, shall perform or cause to be performed the initial work described on Exhibit B (the "Landlord's Initial Work") in accordance with the provisions thereof. On the Commencement Date, Tenant shall accept the Premises in its "as is" condition on such date, subject to Landlord's obligation to deliver the Premises with Landlord's Initial Work substantially complete, and Landlord shall not be required to perform any work, pay any work allowance or any other amount or render any services to make the Premises ready for Tenant's use and occupancy, subject only to Landlord's performance of Landlord's Additional Work. All initial improvements which do not constitute Landlord's Initial Work shall constitute Alterations and shall be performed by Tenant at Tenant's expense in accordance with Section 4.02.

4.02. Alterations. (a) Tenant shall make no improvements, changes or alterations in or to the Premises (the "Alterations") without Landlord's prior approval. Provided Tenant is not in default under this Lease, Landlord shall not unreasonably withhold its approval to any Alteration that is not a Material Alteration. "Material Alteration" means an Alteration that (i) is not limited to the interior of the Premises or which affects the exterior (including the appearance) of the Building or any portion thereof, (ii) is structural or affects the strength of the Building or any portion thereof, (iii) affects the usage or the proper functioning of any of the Building systems, (iv) has a cost greater than Ten Thousand Dollars ($10,000.00), (v) requires the consent of any Superior Mortgagee or Superior Lessor or (vi) requires a change to the Building's certificate of occupancy.

(b) Tenant, in connection with any Alteration, shall comply with the Regulations set forth in Exhibit D of this Lease. Tenant shall not proceed with any Alteration unless and until Landlord approves Tenant's plans and specifications therefor. Any review or approval by Landlord of plans and specifications with respect to any Alteration is solely for Landlord's benefit, and without any representation or warranty to Tenant with respect to the adequacy, correctness or efficiency thereof, its compliance with Laws or otherwise.

(c) Tenant shall pay to Landlord upon demand Landlord's reasonable out-of-pocket costs and expenses (including, without limitation, the fees of any architect or engineer employed by Landlord or any Superior Lessor or Superior Mortgagee for such purpose) for reviewing plans and specifications and inspecting Alterations, but in no event shall Tenant be required to pay such fees in connection with Tenant's initial work to prepare the Premises or the Temporary Space for Tenant's occupancy. Before proceeding with any Alteration that will cost more than Twenty Five Thousand Dollars ($25,000.00) (exclusive of the costs of decorating work and items constituting Tenant's Property), as estimated by a reputable contractor designated by Landlord, Tenant shall furnish to Landlord one of the following (as selected by Landlord): (i) a cash deposit, (ii) a performance bond and a labor and materials payment bond (issued by a corporate surety licensed to do business in New York reasonably satisfactory to Landlord) or (iii) an irrevocable, unconditional, negotiable letter of credit, issued by a bank and in a form satisfactory to Landlord; each to be equal to one hundred and twenty five percent (110%) of the cost of the Alteration, estimated as set forth above or Tenant shall furnish Landlord with a guaranty from a person or entity reasonably acceptable to Landlord to

guaranty the completion of any work requested to be performed by Tenant after Tenant commences business in the PremisesAny such letter of credit shall be for one year and shall be renewed by Tenant each and every year until the Alteration in question is completed and shall be delivered to Landlord not less than thirty (30) days prior to the expiration of the then current letter of credit, failing which Landlord may present the then current letter of credit for payment. Upon (A) the completion of the Alteration in accordance with the terms of this Section 4.02 and (B) the submission to Landlord of (x) proof evidencing the payment in full for said Alteration, together with written unconditional lien waivers of mechanics' liens and other liens on the Project from all contractors performing said Alteration, (y) proof evidencing that Final Certificates of Completion have been issued by the Department of Building in connection with the Alteration and (z) the security deposited with Landlord (or the balance of the proceeds thereof, if Landlord has drawn on the same) shall be returned to Tenant. Upon Tenant's failure properly to perform, complete and fully pay for any Alteration, as determined by Landlord, Landlord may, upon notice to Tenant, draw on the security deposited under this Section 4.02(d) to the extent Landlord deems necessary in connection with said Alteration, the restoration and/or protection of the Premises or the Project and the payment of any costs, damages or expenses resulting therefrom.

(d) Tenant shall obtain (and furnish copies to Landlord of) all necessary governmental permits and certificates for the commencement and prosecution of Alterations and for final approval thereof upon completion, and shall cause Alterations to be performed in compliance therewith, and in compliance with all Laws and with the plans and specifications approved by Landlord. Tenant shall use an expediter designated by Landlord in seeking to obtain all such permits and certificates without any liability to Landlord. Alterations shall be diligently performed in a good and workmanlike manner, using new materials and equipment at least equal in quality and class to the then standards for the Building established by Landlord. Alterations shall be performed by architects, engineers and contractors first approved by Landlord [(which approval shall not be unreasonably withheld or delayed); provided, that any Alterations in or to the systems of the Building shall be performed only by the contractor(s) designated by Landlord. Notwithstanding anything to the contrary contained herein, Landlord's approval of any contractor, subcontractor, architect, engineer, service provider, supplier, vendor, or other consultant (each, a "Tenant Designated Provider") (i) shall be without liability to or recourse against Landlord; (ii) shall not limit or otherwise affect Tenant's obligations under this Lease; (iii) shall not constitute any warranty by Landlord regarding the adequacy, professionalism, competence, or experience of any such Tenant Designated Provider; and (iv) shall not relieve Tenant of its obligations hereunder to obtain Landlord's prior consent with respect to any replacement or additional Tenant Designated Provider to the extent required under this Lease. The performance of any Alteration shall not be done in a manner which would violate Landlord's union contracts affecting the Project, or create any work stoppage, picketing, labor disruption, disharmony or dispute or any interference with the business of Landlord or any tenant or occupant of the Building. Tenant shall immediately stop the performance of any work or service by any party if Landlord notifies Tenant that continuing such performance would violate Landlord's union contracts affecting the Project, or create any work stoppage, picketing, labor disruption, disharmony or dispute or any interference with the business of Landlord or any tenant or occupant of the Building, and Tenant shall not resume the performance of such work or service until such time as the same may be performed in a manner which shall not violate such

union contracts or create such work stoppage, picketing, labor disruption, disharmony or dispute or interference.

(e) Throughout the performance of Alterations, Tenant or Tenant's general contractor and/or subcontractors shall carry worker's compensation insurance in statutory limits, "all risk" Builders Risk coverage and general liability insurance, with contractual liability and completed operation endorsements, for any occurrence in or about the Project, under which Landlord and its agent and any Superior Lessor and Superior Mortgagee whose name and address have been furnished to Tenant shall be named as parties insured, in such limits as Landlord may reasonably require, with insurers reasonably satisfactory to Landlord. Tenant shall furnish Landlord with evidence that such insurance is in effect at or before the commencement of Alterations and, on request, at reasonable intervals thereafter during the continuance of Alterations.

(f) Should any mechanics' or other liens be filed against any portion of the Project by reason of the acts or omissions of, or because of a claim against, Tenant or anyone claiming under or through Tenant, Tenant shall cause the same to be canceled or discharged of record by bond or otherwise within ten (10) days after notice from Landlord. If Tenant shall fail to cancel or discharge said lien or liens within said ten (10) day period, Landlord may cancel or discharge the same and, upon Landlord's demand, Tenant shall reimburse Landlord for all costs incurred in canceling or discharging such liens, together with interest thereon at the Interest Rate from the date incurred by Landlord to the date of payment by Tenant, such reimbursement to be made within ten (10) days after receipt by Tenant of a written statement from Landlord as to the amount of such costs. Tenant shall indemnify and hold Landlord harmless from and against all costs (including, without limitation, attorneys' fees and disbursements and costs of suit), losses, liabilities or causes of action arising out of or relating to any Alteration, including, without limitation, any mechanics' or other liens asserted in connection with such Alteration.

(g) Tenant shall deliver to Landlord, within thirty (30) days after the completion of an Alteration, "as-built" drawings thereof using the AutoCAD Computer Assisted Drafting and Design System, Version 12 or later or such other system or medium as Landlord may accept, together with a pdf version. During the Term, Tenant shall keep records of Alterations costing in excess of Five Thousand Dollars ($5,000.00) including plans and specifications, copies of contracts, invoices, evidence of payment and all other records customarily maintained in the real estate business relating to Alterations and the cost thereof and shall, within thirty (30) days after demand by Landlord, furnish to Landlord copies of such records.

(h) All Alterations to and Fixtures installed by Tenant in the Premises shall be fully paid for by Tenant in cash and shall not be subject to conditional bills of sale, chattel mortgages, or other title retention agreements.

4.03. Landlord's and Tenant's Property. (a) All fixtures, equipment, improvements and appurtenances attached to or built into the Premises, whether or not at the expense of Tenant (collectively, the "Fixtures"), shall be and remain a part of the Premises and shall not be removed by Tenant. All Fixtures constituting Improvements and Betterments shall

be the property of Tenant during the Term and, upon expiration or earlier termination of this Lease, shall become the property of Landlord. All Fixtures other than Improvements and Betterments shall, upon installation, be the property of Landlord. "Improvements and Betterments" means (i) all Fixtures, if any, installed at the expense of Tenant, whether installed by Tenant or by Landlord (i.e., excluding any Fixtures paid for by Landlord directly or by way of an allowance) and (ii) all carpeting in the Premises.

(b) All movable partitions, business and trade fixtures, machinery and equipment, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises (collectively, the "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term; provided, that if any Tenant's Property is removed, Tenant shall repair any damage to the Premises or to the Building resulting from the installation and/or removal thereof. Notwithstanding the foregoing, any equipment or other property identified in this Lease or in any leasehold improvement agreement as having been paid for with any allowance or credit granted by Landlord to Tenant shall not be considered Tenant's Property and shall be and remain a part of the Premises, shall, upon the expiration or earlier termination of this Lease, be the property of Landlord and shall not be removed by Tenant.

(c) At or before the Expiration Date, or within fifteen (15) days after any earlier termination of this Lease, Tenant, at Tenant's expense, shall remove Tenant's Property from the Premises (except such items thereof as Landlord shall have expressly permitted to remain, which shall become the property of Landlord), and Tenant shall repair any damage to the Premises or the Building resulting from any installation and/or removal of Tenant's Property. Any items of Tenant's Property which remain in the Premises after the Expiration Date, or more than fifteen (15) days after an earlier termination of this Lease, may, at the option of Landlord, be deemed to have been abandoned, and may be retained by Landlord as its property or disposed of by Landlord, without accountability, in such manner as Landlord shall determine, at Tenant's expense.

(d) Landlord, by notice given to Tenant at any time prior to the Expiration Date or not later than thirty (30) days after any earlier termination of this Lease, may require Tenant, notwithstanding Section 4.03(a), to remove all or any Alterations or Fixtures or Specialty Items installed by or on behalf of Tenant. If Landlord shall give such notice, then Tenant, at Tenant's expense, prior to the Expiration Date, or, in the case of an earlier termination of this Lease, within fifteen (15) days after the giving of such notice by Landlord, shall remove the same from the Premises, shall repair and restore the Premises to the condition existing prior to installation thereof and shall repair any damage to the Premises or to the Building due to such removal. At such time as it submits plans and specifications requesting Landlord's consent to any Alterations, Tenant may request that Landlord advise Tenant as to whether any of such Alterations must be removed by Tenant at the end of the Term. "Specialty Items" means (A) any Alteration or other Fixture constituting a kitchen, cafeteria, vault, safe, raised flooring, slab opening, penetration of the Building's skin, supplemental HVAC system and/or related equipment or internal staircase, (B) any Alteration or Fixture which is not a standard office installation or (C) any other item specifically designated as a Specialty Item under the provisions of this Lease.

4.04. Access and Changes to Building. (a) Landlord reserves the right, at any time, to make changes in or to the Project as Landlord may deem necessary or desirable, and Landlord shall have no liability to Tenant therefor, provided any such change does not deprive Tenant of access to the Premises and does not affect the first-class nature of the Project. Landlord may install and maintain pipes, fans, ducts, wires and conduits within or through the walls, floors or ceilings of the Premises. In exercising its rights under this Section 4.04, Landlord shall use reasonable efforts to minimize any interference with Tenant's use of the Premises for the ordinary conduct of Tenant's business. Tenant shall not have any easement or other right in or to the use of any door or any passage or any concourse or any plaza connecting the Building with any subway or any other building or to any public conveniences, and the use of such doors, passages, concourses, plazas and conveniences may, without notice to Tenant, be regulated or discontinued at any time by Landlord.

(b) Except for the space within the inside surfaces of all walls, hung ceilings, floors, windows and doors bounding the Premises, all of the Building, including, without limitation, exterior Building walls, core corridor walls and doors and any core corridor entrance, any terraces or roofs adjacent to the Premises, and any space in or adjacent to the Premises used for shafts, stacks, pipes, conduits, fan rooms, ducts, electric or other utilities, sinks or other Building facilities, and the use thereof, as well as access thereto through the Premises, are reserved to Landlord and are not part of the Premises. Landlord reserves the right to name the Building and to change the name or address of the Building at any time and from time to time.

(c) Landlord shall have no liability to Tenant if at any time any windows of the Premises are either temporarily darkened or obstructed by reason of any repairs, improvements, maintenance and/or cleaning in or about the Building (or permanently darkened or obstructed if required by Law) or covered by any translucent material for the purpose of energy conservation, or if any part of the Building, other than the Premises, is temporarily or permanently closed or inoperable.

(d) Landlord and persons authorized by Landlord shall have the right, upon prior notice to Tenant (except in an emergency), to enter the Premises (together with any necessary materials and/or equipment), (i) to inspect or perform such work as Landlord may reasonably deem necessary or (ii) to exhibit the Premises to prospective purchasers or lenders or, during the last twenty-four (24) months of the Term, to prospective tenants, or (iii) for any other purpose as Landlord may deem necessary or desirable. Landlord shall have no liability to Tenant by reason of any such entry. Landlord shall not be required to make any improvements or repairs of any kind or character to the Premises during the Term.

4.05. Repairs. Tenant shall keep the Premises (including, without limitation, all Fixtures) in good condition and, upon expiration or earlier termination of the Term, shall surrender the same to Landlord in the same condition as when first occupied, reasonable wear and tear excepted. Tenant's obligation shall include, without limitation, the obligation to repair all damage caused by Tenant, its agents, employees, invitees and licensees to the equipment and other installations in the Premises or anywhere in the Building. Any maintenance, repair or replacement to the windows (including, without limitation, any solar film attached thereto), the Building systems, the Building's structural components or any areas outside the Premises and

which is Tenant's obligation to perform shall be performed by Landlord at Tenant's expense. Tenant shall not commit or allow to be committed any waste or damage to any portion of the Premises or the Project.

4.06. Compliance with Laws. (a) Tenant shall comply with all federal, state and local laws, ordinances, rules, orders and regulations (present, future, ordinary, extraordinary, foreseen or unforeseen) of any governmental, public or quasi-public authority and of the New York Board of Fire Underwriters, the New York Fire Insurance Rating Organization and any other entity performing similar functions, at any time duly in force (collectively, the "Laws"), attributable to any work, installation, occupancy, use or manner of use by Tenant of the Premises or any part thereof. Nothing contained in this Section 4.06 shall require Tenant to make any structural changes unless the same are necessitated by reason of Tenant's performance of any Alterations, Tenant's manner of use of the Premises or the use by Tenant of the Premises for purposes other than normal and customary ordinary office purposes. Tenant shall procure and maintain all licenses and permits required for its business.

(b) Tenant shall comply strictly and in all respects with the applicable laws, statutes, ordinances, permits, orders, decrees, guidelines, rules, regulations and orders pertaining to health or the environment (the "Applicable Environmental Laws"), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (the "CERCLA") and the Resource Conservation and Recovery Act (the "RCRA"), as each of the foregoing may be amended from time to time. Tenant does hereby, for itself and its heirs, legal representatives, successors and assigns agree to and hereby does indemnify, defend and hold harmless Landlord, and its heirs, legal representatives, successors and assigns, from any and all liabilities, assessments, suits, damages, costs and expenses, attorneys' fees and judgments related to or arising out of (a) the breach of any of the agreements of Tenant under this section, (b) the handling, installation, storage, use, generation, treatment, release or disposal of Hazardous Materials (as hereinafter defined), including any cleanup, remedial, removal or restoration work required by the Applicable Environmental Laws which is necessitated by Tenant's violation of the provisions of this Section 4.06 or (c) the assertion of any lien or claim upon the Premises of Landlord pursuant to the Applicable Environmental Laws which is not instituted due to any action of Landlord. The covenants and agreements of Tenant under this section shall survive the expiration or termination of this Lease. As used in this Lease, the term "Hazardous Materials" means any flammables, explosives, radioactive materials, asbestos-containing materials, petroleum products, the group of organic compounds known as polychlorinated byphenyls and other hazardous waste, toxic substances or related materials, including without limitation, substances defined as hazardous substances, hazardous materials, toxic substances or solid waste in CERCLA, the Hazardous Materials Transportation Act and RCRA, as each of the foregoing may be amended from time to time.

(c) Notwithstanding anything to the contrary in this Lease, Tenant shall be solely responsible for compliance with the Americans with Disabilities Act as they relate to the Premises, including but not limited to doors, restrooms, exits and entrances.

(d) Notwithstanding anything to the contrary in this Lease, Tenant shall be solely responsible for compliance with the Americans with Disabilities Act as they relate to the Premises, including but not limited to doors, restrooms, exits and entrances.

(e) Except to the extent the same is Tenant's responsibility pursuant to Section 4.06(a) or Section 4.06(b) above or elsewhere in this Lease, Landlord shall comply with all Laws in effect as of the Commencement Date applicable to the common corridors of the Building adjacent to the Premises and the common areas of the Building generally made available to tenants of the Building, but only if Tenant's use of the Premises shall be materially and adversely affected by non-compliance therewith, subject to Landlord's right to contest the applicability or legality of such Laws.

4.07. Tenant Advertising. Tenant shall not place or install any logo, lettering or other signage on the exterior of the Building, nor shall Tenant place in any display case, windows, entrance doors or within its elevator lobby any signage or advertising without first obtaining in each instance Landlord's prior consent. Tenant shall promptly remove any signage if Landlord shall object thereto, the failure of which, Landlord shall have the right to remove the same. If Landlord shall consent to requested proposed signage or advertising by Tenant, no change in the composition, dimensions or content of such signage or advertising may thereafter be made without first obtaining Landlord's consent in each instance. Tenant shall obtain and maintain throughout the Term all permits required by Laws for the installation, display and maintenance of any such signage. On the expiration or sooner termination of the Term, Tenant shall (i) promptly remove all signage installed or displayed by Tenant, and (ii) promptly repair in a good and workmanlike manner in conformity with Laws and all applicable provisions of this Lease, all damage to the Building caused by such removal. Tenant shall not use, and shall cause each of its Affiliates not to use, the name or likeness of the Building or the Project in any advertising (by whatever medium) without Landlord's consent (not to be unreasonably withheld or delayed). Notwithstanding anything to the contrary contained herein, Landlord shall provide, if requested by Tenant in writing, signage on the fron door to the Premises identifying Tenant and to place signagne of one (1) other entity that shall occupy the space, Crede Capital Group LLC or its successor entity (subject to Landlord's consent rights in accordance with Article 5 hereof). Landlord shall provide Tenant with a Two Hundred ($200.00) allowance for such signage. Tenant shall, at Tenant's sole cost and expense, have the right to place signage on the front door to the Premises and to place signage of one (1) assignee or sublessee approved by Landlord in accordance with Article 5 hereof subject to Landlord's consent in accordance with this Subsection 4.07.

4.08. Right to Perform Tenant Covenants. If Tenant fails to perform any of its obligations under this Lease, Landlord, any Superior Lessor or any Superior Mortgagee (each, a "Curing Party") may perform the same at the expense of Tenant (a) immediately and without notice in the case of emergency or in case such failure interferes with the use of space by any other tenant in the Building or with the efficient operation of the Building or may result in a violation of any Law or in a cancellation of any insurance policy maintained by Landlord and (b) in any other case if such failure continues beyond any applicable grace period. If a Curing Party performs any of Tenant's obligations under this Lease, Tenant shall pay to the Curing Party (as Additional Charges) the costs thereof, together with interest at the Interest Rate from the date incurred by the Curing Party until paid by Tenant, within ten (10) days after receipt by Tenant of a statement as to the amounts of such costs. If the Curing Party effects such cure by bonding any lien which Tenant is required to bond or otherwise discharge, Tenant shall obtain and substitute a bond for the Curing Party's bond and shall reimburse the Curing Party for the cost of the Curing Party's bond. "Interest Rate" means the lesser of (i) the base rate from time to time announced

by Citibank, N.A. (or, if Citibank, N.A. shall not exist or shall cease to announce such rate, such other bank in New York, New York, as shall be designated by Landlord in a notice to Tenant) to be in effect at its principal office in New York, New York plus four percent (4%) and (ii) the maximum rate permitted by law.

ARTICLE 5.
ASSIGNMENT AND SUBLETTING

5.01. Assignment; Etc. (a) Subject to the further provisions of this Article 5, neither this Lease nor the term and estate hereby granted, nor any part hereof or thereof, shall be assigned, mortgaged, pledged, encumbered or otherwise transferred voluntarily, involuntarily, by operation of law or otherwise, and neither the Premises, nor any part thereof, shall be subleased, be licensed, be used or occupied by any person or entity other than Tenant or be encumbered in any manner by reason of any act or omission on the part of Tenant, and no rents or other sums receivable by Tenant under any sublease of all or any part of the Premises shall be assigned or otherwise encumbered, without the prior consent of Landlord. The dissolution or direct or indirect transfer of a majority of the ownership interests in, or control of, Tenant (however accomplished including, by way of example, the addition of new partners or members or withdrawal of existing partners or members, or transfers of interests in distributions of profits or losses of Tenant, issuance of additional stock, redemption of stock, stock voting agreement, or change in classes of stock) shall be deemed an assignment of this Lease regardless of whether the transfer is made by one or more transactions, or whether one or more persons or entities hold the controlling interest prior to the transfer or afterwards. An agreement under which another person or entity becomes responsible for all or a portion of Tenant's obligations under this Lease shall be deemed an assignment of this Lease. No assignment or other transfer of this Lease and the term and estate hereby granted, and no subletting of all or any portion of the Premises shall relieve Tenant of its liability under this Lease or of the obligation to obtain Landlord's prior consent to any further assignment, other transfer or subletting. Any attempt to assign this Lease or sublet all or any portion of the Premises in violation of this Article 5 shall be null and void.

(b) Notwithstanding Section 5.01(a), without the consent of Landlord, this Lease may be assigned to (i) an entity created by merger, reorganization or recapitalization of or with Tenant or (ii) a purchaser of all or substantially all of Tenant's assets; provided, in the case of both clause (i) and clause (ii), that (A) Landlord shall have received a notice of such assignment from Tenant, (B) the assignee assumes by written instrument satisfactory to Landlord all of Tenant's obligations under this Lease, (C) such assignment is for a valid business purpose and not to avoid any obligations under this Lease, and (D) the assignee is a reputable entity of good character and shall have, immediately after giving effect to such assignment, an aggregate net worth (computed in accordance with GAAP) at least equal to the aggregate net worth (as so computed) of Tenant immediately prior to such assignment or on the date of this Lease, whichever is greater (and reasonably satisfactory proof of which shall have been furnished to Landlord).

(c) Notwithstanding Section 5.01(a), without the consent of Landlord, Tenant may assign this Lease or sublet all or any part of the Premises to an Affiliate of Tenant; provided, that (i) Landlord shall have received a notice of such assignment or sublease from Tenant; (ii) in the case of any such assignment, (A) the assignment is for a valid business

purpose and not to avoid any obligations under this Lease, (B) the assignee assumes by written instrument satisfactory to Landlord all of Tenant's obligations under this Lease and (C) the assignee shall have, immediately after giving effect to such assignment, an aggregate net worth (computed in accordance with GAAP consistently applied) at least equal to the aggregate net worth (as so computed) of Tenant immediately prior to such assignment or on the date of this Lease, whichever is greater (and reasonably satisfactory proof of which shall have been furnished to Landlord) and (iii) such entity at all times remains an Affiliate of Tenant named herein. "Affiliate" means, as to any designated person or entity, any other person or entity which controls, is controlled by, or is under common control with, such designated person or entity. "Control" (and with correlative meaning, "controlled by" and "under common control with") means ownership or voting control, directly or indirectly, of 50% or more of the voting stock, partnership interests or other beneficial ownership interests of the entity in question.

5.02 Landlord's Right of First Offer. (a) If Tenant desires to assign this Lease or sublet the Premises (other than in accordance with Sections 5.01(b) or 5.01(c), Tenant shall give to Landlord notice ("Tenant's Offer Notice") thereof, specifying (i) in the case of a proposed subletting, the term of the subletting of such space, (ii) (A) in the case of a proposed assignment, Tenant's good faith offer of the consideration Tenant desires to receive or pay for such assignment or (B) in the case of a proposed subletting, Tenant's good faith offer of the fixed annual rent which Tenant desires to receive for such proposed subletting, the base year/amount for tax escalation payments and the economic terms of any other additional rent payments, (iii) the proposed assignment or sublease commencement date and (iv) all of the other material terms of such proposed assignment or sublease.

(a) Tenant's Offer Notice shall be deemed an offer from Tenant to Landlord whereby Landlord (or Landlord's designee) may, at Landlord's option, have this Lease assigned to it or terminate this Lease. Said option may be exercised by Landlord by notice to Tenant within 30 days after a Tenant's Offer Notice, together with all information required pursuant to Section 5.02(a), has been given by Tenant to Landlord.

(b) If Landlord exercises its option under Section 5.02(b) to terminate this Lease, then this Lease shall terminate on the proposed assignment or sublease commencement date specified in the applicable Tenant's Offer Notice and all Rent shall be paid and apportioned to such date. Notwithstanding anything to the contrary contained herein, in no event shall Landlord have the right set forth in Section 5.02 in connection with an assignment pursuant to 5.01(a) and 5.01(b) of this Article 5.

(c) If Landlord exercises its option under Section 5.02(b) to have this Lease assigned to it (or its designee), then Tenant shall assign this Lease to Landlord (or Landlord's designee) by an assignment in form and substance reasonably satisfactory to Landlord, effective on the proposed assignment or sublease commencement date specified in the applicable Tenant's Offer Notice. Tenant shall not be entitled to consideration or payment from Landlord (or Landlord's designee) in connection with any such assignment. If the Tenant's Offer Notice provides that Tenant will pay any consideration or grant any concessions in connection with the proposed assignment or sublease, then Tenant shall pay such consideration and/or grant any such concessions to Landlord (or Landlord's designee) on the date Tenant assigns this Lease to Landlord (or Landlord's designee).

(d) Intentionally omitted.

(e) In the case of a proposed sublease, Tenant shall not sublet any space to a third party at a rental which is less (on a per usable square foot basis) than the rental (on a per usable square foot basis) specified in Tenant's Offer Notice with respect to such space or which is on other terms less favorable to Tenant than those specified in Tenant's Offer Notice, without complying once again with all of the provisions of this Section 5.02 and re-offering such space to Landlord at such lower rental or on such terms less favorable to Tenant. In the case of a proposed assignment, Tenant shall not assign this Lease to a third party where Tenant pays greater consideration or grants a greater concession to such third party for such assignment then the consideration offered to be paid or concession offered to be granted to Landlord in Tenant's Offer Notice, or receives less consideration from such third party for such assignment then the consideration offered to be paid by Landlord in Tenant's Offer Notice, in each case without complying once again with all of the provisions of this Section 5.02 and re-offering to assign this Lease to Landlord and pay such consideration or grant such concession to Landlord.

Nothing contained in this Section 5.02 shall give Tenant any right to assign this Lease or sublet all or any part of the Premises or enter into any other transfer and the same shall require Landlord's consent as described in Section 5.01.

5.03 Assignment and Subletting Procedures. (a) If Tenant delivers to Landlord a Tenant's Offer Notice with respect to any proposed assignment of this Lease or subletting of all or part of the Premises and Landlord does not timely exercise any of its options under Section 5.02, and Tenant thereafter desires to assign this Lease or sublet the space specified in Tenant's Offer Notice, Tenant shall notify Landlord (a "Transfer Notice") of such desire, which notice shall be accompanied by (A) a copy of the proposed assignment or sublease and all related agreements, the effective date of which shall be at least 30 days after the giving of the Transfer Notice, (B) a statement setting forth in reasonable detail the identity of the proposed assignee or subtenant, the nature of its business and its proposed use of the Premises, (C) current financial information with respect to the proposed assignee or subtenant, including, without limitation, its most recent financial statement and (D) such other information as Landlord may reasonably request, and Landlord's consent to the proposed assignment or sublease shall not be unreasonably withheld, provided that:

(b) Such Transfer Notice shall be delivered to Landlord within six (6) months after the delivery to Landlord of the applicable Tenant's Offer Notice, failing which Tenant shall be obligated to again comply with the provisions of Section 5.02.

(c) In Landlord's reasonable judgment the proposed assignee or subtenant will use the Premises in a manner that (A) is in keeping with the then standards of the Building, (B) is limited to the use expressly permitted under this Lease, and (C) will not violate any negative covenant as to use contained in any other Lease of space in the Building.

(d) The proposed assignee or subtenant is, in Landlord's judgment, a reputable person or entity of good character and with sufficient financial worth considering the responsibility involved.

(e) Neither the proposed assignee or sublessee, nor any Affiliate of such assignee or sublessee, is then an occupant of any part of the Building.

(f) The proposed assignee or sublessee is not a person with whom Landlord is then negotiating or has within the prior six (6) months negotiated to lease space in the Building.

(g) The form of the proposed assignment or sublease shall be reasonably satisfactory to Landlord and shall comply with the applicable provisions of this Article 5.

(h) There shall not be more than one (1) subtenant of the Premises.

(i) The proposed occupancy shall not impose an extra burden on the Building's HVAC, electrical or other Building systems or services, unless the same is available in Landlord's sole determination, and Tenant or the proposed assignee or subtenant agrees to pay all costs and charges in connection therewith as Additional Charges.

(j) If Landlord consents to a proposed assignment or sublease and Tenant fails to execute and deliver the assignment or sublease to which Landlord consented within forty-five (45) days after the giving of such consent, then Tenant shall again comply with this Article 5 before assigning this Lease or subletting all or part of the Premises.

5.04 General Provisions. (a) If this Lease is assigned, whether or not in violation of this Lease, Landlord may collect rent from the assignee. If the Premises or any part thereof are sublet or occupied by anybody other than Tenant, whether or not in violation of this Lease, Landlord may, after default by Tenant, and expiration of Tenant's time to cure such default, collect rent from the subtenant or occupant. In either event, Landlord may apply the net amount collected against Rent, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any of the provisions of Section 5.01(a), or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the performance of Tenant's obligations under this Lease.

(b) No assignment or transfer shall be effective until the assignee delivers to Landlord (i) evidence that the assignee, as Tenant hereunder, has complied with the requirements of Section 7.02 and Section 7.03, and (ii) an agreement in form and substance satisfactory to Landlord whereby the assignee assumes Tenant's obligations under this Lease.

(c) Notwithstanding any assignment or transfer, whether or not in violation of this Lease, and notwithstanding the acceptance of any Rent by Landlord from an assignee, transferee, or any other party, the original named Tenant and each successor Tenant shall remain fully liable for the payment of the Rent and the performance of all of Tenant's other obligations under this Lease. The joint and several liability of Tenant and any immediate or remote successor in interest of Tenant shall not be discharged, released or impaired in any respect by any agreement made by Landlord extending the time to perform, or otherwise modifying, any of the obligations of Tenant under this Lease, or by any waiver or failure of Landlord to enforce any of the obligations of Tenant under this Lease.

(d) Each subletting by Tenant shall be subject to the following:

(i) No subletting shall be for a term (including any renewal or extension options contained in the sublease) ending later than one day prior to the Expiration Date.

(ii) No sublease shall be valid, and no subtenant shall take possession of the Premises or any part thereof, until there has been delivered to Landlord, both (A) an executed counterpart of such sublease, and (B) a certificate of insurance evidencing that (x) Landlord, Superior Lessor, Superior Mortgagor and Landlord's agent(s) are additional insureds under the insurance policies required to be maintained by occupants of the Premises pursuant to Section 7.02, and (y) there is in full force and effect, the insurance otherwise required by Section 7.02.

(iii) Each sublease shall provide that it is subject and subordinate to this Lease, and that in the event of termination, reentry or dispossess by Landlord under this Lease Landlord may, at its option, take over all of the right, title and interest of Tenant, as sublessor, under such sublease, and such subtenant shall, at Landlord's option, attorn to Landlord pursuant to the then executory provisions of such sublease, except that Landlord shall not be liable for, subject to or bound by any item of the type that a Successor Landlord is not so liable for, subject to or bound by in the case of an attornment by Tenant to a Successor Landlord under Section 6.01(a).

(e) Each sublease shall provide that the subtenant may not assign its rights thereunder or further sublet the space demised under the sublease, in whole or in part, without Landlord's consent and without complying with all of the terms and conditions of this Article 5, including, without limitation, Section 5.04, which for purposes of this Section 5.04(e) shall be deemed to be appropriately modified to take into account that the transaction in question is an assignment of the sublease or a further subletting of the space demised under the sublease, as the case may be.

(f) Tenant shall not publicly advertise the availability of the Premises or any portion thereof as sublet space or by way of an assignment of this Lease, without first obtaining Landlord's consent, which consent shall not be unreasonably withheld or delayed provided that Tenant shall in no event advertise the rental rate or any description thereof for a rate less than the fair rental value of the Premises if such space were being leased directly by Landlord; and

(g) Tenant shall reimburse Landlord on demand for any reasonable costs and legal fees incurred by Landlord in connection with any assignment or sublease pursuant to this Article 5, including, without limitation, the costs of making investigations as to the acceptability of the proposed assignee or subtenant.

5.05 Assignment and Sublease Profits. (a) If the aggregate of the amounts payable as Fixed Rent and as Additional Charges on account of Taxes and electricity by a subtenant under a sublease of any part of the Premises and the amount of any Other Sublease Consideration payable to Tenant by such subtenant, whether received in a lump-sum payment or

otherwise shall be in excess of Tenant's Basic Cost therefor at that time then, promptly after the collection thereof, Tenant shall pay to Landlord in monthly installments as and when collected, as Additional Charges, fifty percent (50%) of such excess. Tenant shall deliver to Landlord within sixty (60) days after the end of each calendar year and within sixty (60) days after the expiration or earlier termination of this Lease a statement specifying each sublease in effect during such calendar year or partial calendar year, the rentable area demised thereby, the term thereof and a computation in reasonable detail showing the calculation of the amounts paid and payable by the subtenant to Tenant, and by Tenant to Landlord, with respect to such sublease for the period covered by such statement. "Tenant's Basic Cost" for sublet space at any time means the sum of (i) the portion of the Fixed Rent and Tax Payments which is attributable to the sublet space for the sublease term, plus (ii) the actual out-of-pocket costs paid by Tenant on account of electricity in respect of the sublet space, plus (iii) the actual out-of-pocket costs reasonably paid by Tenant in making changes in the layout and finish of the sublet space for the subtenant amortized on a straight-line basis over the term of the sublease plus (iv) the actual out-of-pocket amount of any reasonable brokerage commissions and reasonable legal fees paid by Tenant in connection with the sublease amortized on a straight-line basis over the term of the sublease. "Other Sublease Consideration" means all sums paid for the furnishing of services by Tenant and the sale or rental of Tenant's fixtures, leasehold improvements, equipment, furniture or other personal property less, in the case of the sale thereof, the then net unamortized or undepreciated cost thereof determined on the basis of Tenant's federal income tax returns.

(b) Upon any assignment of this Lease, Tenant shall pay to Landlord fifty percent (50%) of the Assignment Consideration received by Tenant for such assignment, after deducting therefrom the actual out-of-pocket amount of any reasonable brokerage commissions and reasonable legal fees paid by Tenant in connection with the assignment. "Assignment Consideration" means an amount equal to all sums and other considerations paid to Tenant by the assignee for or by reason of such assignment (including, without limitation, sums paid for the furnishing of services by Tenant and the sale or rental of Tenant's fixtures, leasehold improvements, equipment, furniture, furnishings or other personal property, less, in the case of a sale thereof, the then net unamortized or undepreciated cost thereof determined on the basis of Tenant's federal income tax returns).

ARTICLE 6
SUBORDINATION; DEFAULT; INDEMNITY

6.01. Subordination. (a) This Lease is subject and subordinate to each mortgage (a "Superior Mortgage") and each underlying lease (a "Superior Lease") which may now or hereafter affect all or any portion of the Project or any interest therein and to any amendment, modification, supplement, renewal or extension thereof. The lessor under a Superior Lease is called a "Superior Lessor" and the mortgagee under a Superior Mortgage is called a "Superior Mortgagee". Tenant shall execute, acknowledge and deliver any instrument reasonably requested by Landlord, a Superior Lessor or Superior Mortgagee to evidence such subordination, but no such instrument shall be necessary to make such subordination effective. Tenant shall execute any amendment of this Lease requested by a Superior Mortgagee or a Superior Lessor, provided such amendment shall not result in any increase (other than to a de minimus extent) in Tenant's obligations under this Lease or any reduction (other than to a de minimus extent) in the benefits available to Tenant. In the event of the enforcement by a

Superior Mortgagee of the remedies provided for by law or by such Superior Mortgage, or in the event of the termination or expiration of a Superior Lease, Tenant, upon request of such Superior Mortgagee, Superior Lessor or any person succeeding to the interest of such mortgagee or lessor (each, a "Successor Landlord"), shall automatically become the tenant of such Successor Landlord without change in the terms or provisions of this Lease (it being understood that Tenant shall, if requested, enter into a new lease on terms identical to those in this Lease); provided, that any Successor Landlord shall not be (i) liable for any act, omission or default of any prior landlord (including, without limitation, Landlord); (ii) liable for the return of any monies paid to or on deposit with any prior landlord (including, without limitation, Landlord), except to the extent such monies or deposits are delivered to such Successor Landlord; (iii) subject to any offset, claims or defense that Tenant might have against any prior landlord (including, without limitation, Landlord); (iv) bound by any Rent which Tenant might have paid for more than the current month to any prior landlord (including, without limitation, Landlord) unless actually received by such Successor Landlord; (v) bound by any covenant to perform or complete any construction in connection with the Project or the Premises or to pay any sums to Tenant in connection therewith; or (vi) bound by any waiver or forbearance under, or any amendment, modification, abridgment, cancellation or surrender of, this Lease made without the consent of such Successor Landlord. Upon request by such Successor Landlord, Tenant shall execute and deliver an instrument or instruments, reasonably requested by such Successor Landlord, confirming the attornment provided for herein, but no such instrument shall be necessary to make such attornment effective.

(b) Tenant shall give each Superior Mortgagee and each Superior Lessor a copy of any notice of default served upon Landlord, provided that Tenant has been notified of the address of such mortgagee or lessor. If Landlord fails to cure any default as to which Tenant is obligated to give notice pursuant to the preceding sentence within the time provided for in this Lease, then each such mortgagee or lessor shall have an additional thirty (30) days after receipt of such notice within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if, within such thirty (30) days, any such mortgagee or lessor has commenced and is diligently pursuing the remedies necessary to cure such default (including, without limitation, commencement of foreclosure proceedings or eviction proceedings, if necessary to effect such cure), in which event this Lease shall not be terminated and Tenant shall not exercise any other rights or remedies under this Lease or otherwise while such remedies are being so diligently pursued. Nothing herein shall be deemed to imply that Tenant has any right to terminate this Lease or any other right or remedy, except as may be otherwise expressly provided for in this Lease.

6.02. Estoppel Certificate. Tenant agrees, at any time and from time to time, within ten (10) days after request by Landlord, to execute and deliver to Landlord (or to such person or entity as Landlord may designate) a statement in form reasonably satisfactory to Landlord (i) stating whether this Lease is then in full force and effect and has not been modified (or if modified, setting forth all modifications), (ii) setting forth the date to which the Fixed Rent, Additional Charges and other charges hereunder have been paid, together with the amount of monthly Fixed Rent then payable, (iii) stating whether or not, to the best knowledge of the signer, Landlord is in default under this Lease, and, if so, setting forth the specific nature of all such defaults, (iv) stating the amount of the Security Deposit under this Lease, (v) stating whether there are any subleases affecting the Premises, (vi) stating the address of the signer to

which all notices and communications under the Lease shall be sent, and (vii) stating the Commencement Date, Term, Expiration Date, and renewal terms. Tenant acknowledges that any such statement shall be deemed a representation and warranty to be relied upon by Landlord and the party to whom such statement is addressed. Tenant acknowledges that any statement delivered pursuant to this Subsection may be relied upon by any purchaser or owner of the Project, or by any Superior Mortgagee, or by any assignee of any Superior Mortgagee. Tenant also shall include or confirm in any such statement such other information concerning this Lease as Landlord may reasonably request. Tenant's failure to execute, acknowledge and deliver a statement in accordance with the provisions hereof within said ten (10) day period shall constitute an acknowledgment by Tenant, which may be relied on by any person who would be entitled to rely upon any such statement, that such statement as submitted by Landlord is true and correct.

6.03. Default. This Lease and the term and estate hereby granted are subject to the limitation that:

(a) if Tenant defaults in the payment of any Rent, and such default continues for three (3) days after Landlord gives to Tenant a written notice specifying such default, or

(b) if Tenant defaults in the keeping, observance or performance of any covenant or agreement (other than a default of the character referred to in Section 6.03(a), (c), (d), (e), (f), (h), or (i), and if such default continues and is not cured within fifteen (15) days after Landlord gives to Tenant a notice specifying the same, or, in the case of a default which for causes beyond Tenant's reasonable control cannot with due diligence be cured within such period of fifteen (15) days, if Tenant shall promptly upon the receipt of such notice, (i) advise Landlord of Tenant's intention duly to institute all steps necessary to cure such default and (ii) institute and thereafter diligently prosecute to completion all steps necessary to cure the same, or

(c) if this Lease or the estate hereby granted would, by operation of law or otherwise, devolve upon or pass to any person or entity other than Tenant, except as expressly permitted by Article 5, or

(d) if Tenant shall abandon the Premises for a period of more than thirty (30) days (and the fact that any of Tenant's Property remains in the Premises shall not be evidence that Tenant has not abandoned the Premises), or

(e) if Tenant or any Affiliate of Tenant defaults under any other lease with Landlord or any Affiliate of Landlord, which default shall continue beyond any applicable grace period provided under such other lease, or

(f) if a default of the kind set forth in Section 6.03(a), (b) or (g) shall occur and have been cured, and if a similar default shall occur more than twice within the next three hundred and sixty-five (365) days, whether or not such similar defaults are cured within the applicable grace or cure periods, or

(g) if a default in the keeping, observance or performance of any covenant or agreement under Section 4.02(g) occurs and if such default continues and is not cured within twenty (20) days after Landlord gives to Tenant a notice specifying the same, or

(h) if this Lease shall be rejected under §235 of Title 11 of the U.S. Bankruptcy Code, or

(i) if Tenant fails to deliver to Landlord any Security Deposit or Letter of Credit within the time period required under Section 2.09, or

6.04. Re-entry by Landlord. If Tenant defaults in the payment of any Rent and such default continues for three (3) days, or if this Lease shall terminate as in Section 6.03 provided, Landlord or Landlord's agents and servants may immediately or at any time thereafter re-enter into or upon the Premises, or any part thereof, either by summary dispossess proceedings or by any suitable action or proceeding at law, without being liable to indictment, prosecution or damages therefor, and may repossess the same, and may remove any persons therefrom, to the end that Landlord may have, hold and enjoy the Premises. The words "re-enter" and "re-entering" as used in this Lease are not restricted to their technical legal meanings. Upon such termination or re-entry, Tenant shall pay to Landlord any Rent then due and owing (in addition to any damages payable under Section 6.05).

6.05. Damages. If this Lease is terminated under Section 6.03, or if Landlord re-enters the Premises under Section 6.04, Tenant shall pay to Landlord as damages, at the election of Landlord, either:

(a) a sum which, at the time of such termination, represents the then present value (using a discount rate of four percent (4%)) of the excess, if any, of (1) the aggregate of the Rent which, had this Lease not terminated, would have been payable hereunder by Tenant for the period commencing on the day following the date of such termination or re-entry to and including the Expiration Date over (2) the aggregate fair rental value of the Premises for the same period (for the purposes of this clause (a) the amount of Additional Charges which would have been payable by Tenant under Section 2.04 and Section 2.05 shall, for each calendar year ending after such termination or re-entry, be deemed to be an amount equal to the amount of such Additional Charges payable by Tenant for the calendar year immediately preceding the calendar year in which such termination or re-entry shall occur); or

(b) sums equal to the Rent that would have been payable by Tenant through and including the Expiration Date had this Lease not terminated or had Landlord not re-entered the Premises, payable upon the due dates therefor specified in this Lease; provided, that if Landlord shall relet all or any part of the Premises for all or any part of the period commencing on the day following the date of such termination or re-entry to and including the Expiration Date, Landlord shall credit Tenant with the net rents received by Landlord from such reletting, such net rents to be determined by first deducting from the gross rents as and when received by Landlord from such reletting the expenses incurred or paid by Landlord in terminating this Lease and of re-entering the Premises and of securing possession thereof, as well as the expenses of reletting, including, without limitation, altering and preparing the Premises for new tenants, brokers' commissions, and all other expenses properly chargeable against the

Premises and the rental therefrom in connection with such reletting, it being understood that any such reletting may be for a period equal to or shorter or longer than said period; provided, further, that (i) in no event shall Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord under this Lease, (ii) in no event shall Tenant be entitled, in any suit for the collection of damages pursuant to this Section 6.05(b), to a credit in respect of any net rents from a reletting except to the extent that such net rents are actually received by Landlord on account of any period that is the subject of such suit, (iii) if the Premises or any part thereof should be relet in combination with other space, then proper apportionment on a square foot rentable area basis shall be made of the rent received from such reletting and of the expenses of reletting and (iv) Landlord shall have no obligation to so relet the Premises and Tenant hereby waives any right Tenant may have, at law or in equity, to require Landlord to so relet the Premises. Suit or suits for the recovery of any damages payable hereunder by Tenant, or any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein shall require Landlord to postpone suit until the date when the Term would have expired but for such termination or re-entry.

6.06. Other Remedies. Nothing contained in this Lease shall be construed as limiting or precluding the recovery by Landlord against Tenant of any sums or damages to which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any default hereunder on the part of Tenant. Anything in this Lease to the contrary notwithstanding, during the continuation of any default by Tenant, Tenant shall not be entitled to exercise any rights or options, or to receive any funds or proceeds being held, under or pursuant to this Lease. The specified remedies to which Landlord may resort hereunder are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may lawfully be entitled, and Landlord may invoke any remedy allowed at law or in equity as if specific remedies were not herein provided for.

6.07. Right to Injunction. In the event of a breach or threatened breach by Tenant of any of its obligations under this Lease, Landlord shall also have the right of injunction. The specified remedies to which Landlord may resort hereunder are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may lawfully be entitled, and Landlord may invoke any remedy allowed at law or in equity as if specific remedies were not herein provided for.

6.08. Certain Waivers. Tenant waives and surrenders all right and privilege that Tenant might have under or by reason of any present or future law to redeem the Premises or to have a continuance of this Lease after Tenant is dispossessed or ejected therefrom by process of law or under the terms of this Lease or after any termination of this Lease. Tenant also waives the provisions of any law relating to notice and/or delay in levy of execution in case of any eviction or dispossession for nonpayment of rent, and the provisions of any successor or other law of like import. Landlord and Tenant each waive trial by jury in any action in connection with this Lease.

6.09. No Waiver. Failure by either party to declare any default immediately upon its occurrence or delay in taking any action in connection with such default shall not waive such default but such party shall have the right to declare any such default at any time thereafter. Any amounts paid by Tenant to Landlord may be applied by Landlord, in Landlord's discretion,

to any items then owing by Tenant to Landlord under this Lease. Receipt by Landlord of a partial payment shall not be deemed to be an accord and satisfaction (notwithstanding any endorsement or statement on any check or any letter accompanying any check or payment) nor shall such receipt constitute a waiver by Landlord of Tenant's obligation to make full payment. No act or thing done by Landlord or its agents shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing and signed by Landlord and consented to by each Superior Lessor and Superior Mortgagee whose lease or mortgage provides that any such surrender may not be accepted without its consent.

6.10. Holding Over. (a) If Tenant holds over without the consent of Landlord after expiration or termination of this Lease, Tenant shall (A) pay as holdover rental for each month of the holdover tenancy an amount equal to) one hundred and fifty percent (150%) of the the Monthly Fixed Rent and all Additional Charges which Tenant was obligated to pay for the month immediately preceding the end of the Term for the first thirty (30) days and two hundred percent (200%) of Monthly Rent and any and all Additional Charges; and (B) after thirty (30) days of the expiration or sooner termination of the Lease if Tenant is a conintued holdover tenant, Tenant shall be liable to Landlord for any damages arising out of lost opportunities (and/or new leases) by Landlord to re-let the Premises (or any part thereof) and indemnify Landlord against (i) any payment or rent concession which Landlord may be required to make to any tenant obtained by Landlord for all or any part of the Premises (a "New Tenant") by reason of the late delivery of space to the New Tenant as a result of Tenant's holding over or in order to induce such New Tenant not to terminate its lease by reason of the holding over by Tenant, (ii) the loss of the benefit of the bargain if any New Tenant shall terminate its lease by reason of the holding over by Tenant and (iii) any claim for damages by any New Tenant. No holding over by Tenant after the Term shall operate to extend the Term. Notwithstanding the foregoing, the acceptance of any rent paid by Tenant pursuant to this Section 6.10 shall not preclude Landlord from commencing and prosecuting a holdover or summary eviction proceeding.

(b) No holding-over by Tenant, nor the payment to Landlord of the amounts specified above, shall operate to extend the Term hereof. Nothing herein contained shall be deemed to permit Tenant to retain possession of the Premises after the Expiration Date or sooner termination of this Lease, and no acceptance by Landlord of payments from Tenant after the Expiration Date or sooner termination of the Term shall be deemed to be other than on account of the amount to be paid by Tenant in accordance with the provisions of this Section 6.10.

(c) The acceptance of any rent paid by Tenant pursuant to this Section 6.10 shall not preclude Landlord from commencing and prosecuting a holdover or summary eviction proceeding, and the provisions of this Section 6.10 shall be deemed to be an "agreement expressly providing otherwise" within the meaning of Section 232-c of the Real Property Law of the State of New York. Tenant expressly waives, for itself and for any person or entity claiming through or under Tenant, any rights which Tenant or any such person or entity may have under the provisions of Section 2201 of the New York Civil Practice Law and Rules and of any successor law of like import then in force, in connection with any holdover summary proceedings which Landlord may institute to enforce the provisions of this Lease.

6.11. Attorneys' Fees. If Landlord places the enforcement of this Lease or any

part thereof, or the collection of any Rent due or to become due hereunder, or recovery of the possession of the Premises, in the hands of an attorney, or files suit upon the same, or in the event any bankruptcy, insolvency or other similar proceeding is commenced involving Tenant, Tenant shall, upon demand, reimburse Landlord for Landlord's reasonable attorneys' fees and disbursements and court costs.

6.12. Nonliability and Indemnification. (a) Neither Landlord, any Superior Lessor or any Superior Mortgagee, nor any direct or indirect member, partner, director, officer, shareholder, principal, agent, servant or employee of Landlord, any Superior Lessor or any Superior Mortgagee (whether disclosed or undisclosed), shall be liable to Tenant for (i) any loss, injury or damage to Tenant or to any other person, or to its or their property, irrespective of the cause of such injury, damage or loss, nor shall the aforesaid parties be liable for any loss of or damage to property of Tenant or of others entrusted to employees of Landlord; provided, that, except to the extent of the release of liability and waiver of subrogation provided in Section 7.03 hereof, the foregoing shall not be deemed to relieve Landlord of any liability to the extent resulting from the negligence of Landlord, its agents, servants or employees in the operation or maintenance of the Premises or the Building, (ii) any loss, injury or damage described in clause (i) above caused by other tenants or persons in, upon or about the Building, or caused by operations in construction of any private, public or quasi-public work, or (iii) even if negligent, consequential damages arising out of any loss of use of the Premises or any equipment, facilities or other Tenant's Property therein or otherwise.

(b) Subject to Section 7.03, Tenant shall indemnify and hold harmless Landlord, all Superior Lessors and all Superior Mortgagees and each of their respective direct and indirect members, partners, directors, officers, shareholders, principals, agents and employees (each, an "Indemnified Party"), from and against any and all claims arising from or in connection with (i) the conduct or management of the Premises or of any business therein, or any work or thing done, or any condition created, in or about the Premises, (ii) any act, omission or negligence of Tenant or any person claiming through or under Tenant or any of their respective direct or indirect members, partners, shareholders, directors, officers, agents, employees or contractors, (iii) any accident, injury or damage occurring in, at or upon the Premises, (iv) any default by Tenant in the performance of Tenant's obligations under this Lease and (v) any brokerage commission or similar compensation claimed to be due by reason of any proposed subletting or assignment by Tenant (irrespective of the exercise by Landlord of any of the options in Section 5.02(b)); together with all costs, expenses and liabilities incurred in connection with each such claim or action or proceeding brought thereon, including, without limitation, all attorneys' fees and disbursements; provided, that the foregoing indemnity shall not apply to the extent such claim results from the negligence (other than negligence to which the release of liability and waiver of subrogation provided in Section 7.03 below applies) or willful misconduct of the Indemnified Party. If any action or proceeding is brought against any Indemnified Party by reason of any such claim, Tenant, upon notice from such Indemnified Party shall resist and defend such action or proceeding (by counsel reasonably satisfactory to such Indemnified Party).

ARTICLE 7
INSURANCE; CASUALTY; CONDEMNATION

6.13. Compliance with Insurance Standards. (a) Tenant shall not violate, or permit the violation of, any condition imposed by any insurance policy then issued in respect of the Project and shall not do, or permit anything to be done, or keep or permit anything to be kept in the Premises, which would subject Landlord, any Superior Lessor or any Superior Mortgagee to any liability or responsibility for personal injury or death or property damage, or which would increase any insurance rate in respect of the Project over the rate which would otherwise then be in effect or which would result in insurance companies of good standing refusing to insure the Project in amounts reasonably satisfactory to Landlord, or which would result in the cancellation of, or the assertion of any defense by the insurer in whole or in part to claims under, any policy of insurance in respect of the Project.

(b) If, by reason of any failure of Tenant to comply with this Lease, the premiums on Landlord's insurance on the Project shall be higher than they otherwise would be, Tenant shall reimburse Landlord, on demand, for that part of such premiums attributable to such failure on the part of Tenant. A schedule or "make up" of rates for the Project or the Premises, as the case may be, issued by the New York Fire Insurance Rating Organization or other similar body making rates for insurance for the Project or the Premises, as the case may be, shall be conclusive evidence of the facts therein stated and of the several items and charges in the insurance rate then applicable to the Project or the Premises, as the case may be.

6.14. Tenant's Insurance. (a) Tenant, at Tenant's sole cost and expense, shall obtain, maintain and keep in full force and effect during the Term for the Temporary Space and the Premises, as the case may be, (i) commercial general liability insurance (without deductible) in a form approved in New York State (including broad form property damage coverages and coverage for contractual liability recognizing the indemnity provisions of this Lease). The limits of liability shall be as reasonably required by Landlord from time to time, but in no event less than Two Million and 00/100 Dollars ($2,000,000.00) per occurrence, which amount may be satisfied with a primary commercial general liability policy of not less than One Million Dollars ($1,000,000.00) per occurrence/Two Million Dollars ($2,000,000.00) general aggregate and an excess (or "Umbrella") liability policy affording coverage, at least as broad as that afforded by the primary commercial general liability policy, in an amount not less than the difference between Two Million Dollars ($2,000,000.00) and the amount of the primary policy, (ii) boiler and machinery insurance, if there is a boiler, supplemental air conditioning unit or pressure object or similar equipment in the Premises which Tenant is required to maintain in accordance with the terms and conditions of this Lease, with limits of not less than One Million Dollars ($1,000,000.00) and (iii) when Alterations are in process, the insurance specified in Section 4.02(f) hereof. Landlord, its managing agent(s), and each Superior Lessor and Superior Mortgagee shall be included as additional insureds (on a primary basis) in all of said policies and shall be protected against all liability arising in connection with this Lease, whether or not Tenant is negligent or otherwise responsible for the additional insured's loss, liability or expense (such protection being that provided under form CG 20 10 current version). All said policies of insurance shall be written as "occurrence" policies with general aggregate limit provided on a "per location" basis.

(b) Tenant, at Tenant's sole cost and expense, shall obtain, maintain and keep in full force and effect during the Term (i) "All Risk" insurance, protecting and indemnifying Tenant against any and all damage or loss to all present and future Tenant's Property, Fixtures and Tenant's Improvements and Betterments to a limit of not less than the full replacement cost thereof, including any improvements made by Landlord to prepare the Premises for Tenant's occupancy, with a deductible not in excess of Twenty Five Thousand Dollars ($25,000.00). Such insurance shall include coverage for back-up of sewer and drains and shall not contain any exclusion for flood, mold/fungus or acts of terrorism or similar events. Tenant, at Tenant's sole cost and expense, shall also obtain, maintain and keep in full force and effect during the Term: (A) Workers' compensation and occupational disease insurance or any other insurance in the statutory amounts required by the laws of the State of New York with broad form all-states endorsement, and employer's liability insurance with a limit of One Million Dollars ($1,000,000.00) for each accident and (B) Business interruption insurance (including Extra Expense). The coverage shall be "All Risk" as previously stated.All policies of insurance shall be: (i) written as primary policy coverage and not contributing with or in excess of any coverage which Landlord or any Superior Lessor or Superior Mortgagee may carry; and (ii) issued by reputable and independent insurance companies rated in Best's Insurance Guide or any successor thereto (or, if there is none, an organization having a national reputation), as having a general policyholder rating of "A" and a financial rating of at least "8", and which are admitted carriers to do business in the State of New York and shall include a waiver of subrogation in favor of Landlord. Tenant shall, not later than ten (10) days prior to the Commencement Date, deliver to Landlord the certificates of insurance (in form reasonably satisfactory to Landlord, including but not limited to an ACORD 27 Form) to be followed by policies and shall thereafter furnish to Landlord, at least thirty (30) days prior to the expiration of any such policies and any renewal thereof, a new certificate to be followed by policies. Each of said policies shall also contain a provision whereby the insurer agrees not to cancel, fail to renew, diminish or materially modify said insurance policy(ies) without having given Landlord, any Superior Lessor and Superior Mortgagee(s) at least thirty (30) days prior written notice thereof. Tenant shall promptly send to Landlord a copy of all material notices sent to Tenant by Tenant's insurer.

(c) Tenant shall pay all premiums and charges for all of said policies, and, if Tenant shall fail to make any payment when due or carry any such policy, Landlord may after the expiration of any applicable notice and cure periods, but shall not be obligated to, make such payment or carry such policy, and the amount paid by Landlord, with interest thereon at the Interest Rate, shall be repaid to Landlord by Tenant on demand, and all such amounts so repayable, together with such interest, shall be deemed to constitute Additional Charges hereunder. Payment by Landlord of any such premium, or the carrying by Landlord of any such policy, shall not be deemed to waive or release the default of Tenant with respect thereto. Tenant acknowledges that Landlord will not carry insurance on and shall not be responsible for damage to Tenant's Property, Fixtures and Tenant's Improvements and Betterments, and that Landlord shall not carry insurance against, or be responsible for any loss suffered by Tenant due to interruption of Tenant's business.

(d) The proceeds of policies providing "all risk" property insurance of Tenant's Property, Fixtures and Improvements and Betterments shall be payable to Landlord, Tenant and each Superior Lessor and Superior Mortgagee as their interests may appear. Tenant shall cooperate with Landlord in connection with the collection of any insurance

monies that may be due in the event of loss and Tenant shall execute and deliver to Landlord such proofs of loss and other instruments which may be required to recover any such insurance monies. Whenever, in Landlord's reasonable judgment, good business practice and changing conditions indicate a need for additional amounts or different types of insurance coverage, Tenant shall, within ten (10) days after Landlord's request, obtain such insurance coverage, at Tenant's expense.

6.15.Subrogation Waiver. Landlord and Tenant shall each include in each of its insurance policies (insuring the Building in case of Landlord, and insuring Tenant's Property, Fixtures and Improvements and Betterments in the case of Tenant, against loss, damage or destruction by fire or other casualty) a waiver of the insurer's right of subrogation against the other party during the Term or, if such waiver should be unobtainable or unenforceable, (a) an express agreement that such policy shall not be invalidated if the assured waives the right of recovery against any party responsible for a casualty covered by the policy before the casualty or (b) any other form of permission for the release of the other party. Each party hereby releases the other party with respect to any claim (including a claim for negligence) which it might otherwise have against the other party for loss, damage or destruction with respect to its property occurring during the Term to the extent to which it is, or is required to be, insured under a policy or policies containing a waiver of subrogation or permission to release liability. Nothing contained in this Section 7.03 shall be deemed to relieve either party of any duty imposed elsewhere in this Lease to repair, restore or rebuild or to nullify any abatement of rents provided for elsewhere in this Lease.

6.16. Condemnation. (a) If there shall be a total taking of the Building in condemnation proceedings or by any right of eminent domain, this Lease and the term and estate hereby granted shall terminate as of the date of taking of possession by the condemning authority and all Rent shall be prorated and paid as of such termination date. If there shall be a taking of any material (in Landlord's reasonable judgment) portion of the Land or the Building (whether or not the Premises are affected by such taking), then Landlord may terminate this Lease and the term and estate granted hereby by giving notice to Tenant within sixty (60) days after the date of taking of possession by the condemning authority. If there shall be a taking of the Premises of such scope (but in no event less than twenty percent (20%) thereof) that Tenant would not be able to operate its business in the untaken part of the Premises, then Tenant may terminate this Lease with immediate effect and the term and estate granted hereby by giving notice to Landlord within sixty (60) days after the date of taking of possession by the condemning authority. If either Landlord or Tenant shall give a termination notice as aforesaid, then this Lease and the term and estate granted hereby shall terminate as of the date of such notice and all Rent shall be prorated and paid as of such termination date. In the event of a taking of the Premises which does not result in the termination of this Lease (i) the term and estate hereby granted with respect to the taken part of the Premises shall terminate as of the date of taking of possession by the condemning authority and all Rent shall be appropriately abated for the period from such date to the Expiration Date and (ii) Landlord shall with reasonable diligence restore the remaining portion of the Premises (exclusive of Tenant's Property, Fixtures and Tenant's Improvements and Betterments) as nearly as practicable to its condition prior to such taking.

(b) In the event of any taking of all or a part of the Building, Landlord shall be entitled to receive the entire award in the condemnation proceeding, including,

without limitation, any award made for the value of the estate vested by this Lease in Tenant or any value attributable to the unexpired portion of the Term, and Tenant hereby assigns to Landlord any and all right, title and interest of Tenant now or hereafter arising in or to any such award or any part thereof, and Tenant shall be entitled to receive no part of such award; provided, that nothing shall preclude Tenant from intervening in any such condemnation proceeding to claim or receive from the condemning authority any compensation to which Tenant may otherwise lawfully be entitled in such case in respect of Tenant's Property or moving expenses, provided the same do not include any value of the estate vested by this Lease in Tenant or of the unexpired portion of the Term and do not reduce the amount available to Landlord or materially delay the payment thereof.

(c) If all or any part of the Premises shall be taken for a limited period, Tenant shall be entitled, except as hereinafter set forth, to that portion of the award for such taking which represents compensation for the use and occupancy of the Premises, for the taking of Tenant's Property and for moving expenses, and Landlord shall be entitled to that portion which represents reimbursement for the cost of restoration of the Premises (which restoration shall be performed by Landlord; provided that Landlord shall have no obligation to restore Tenant's Property, Fixtures or Improvements and Betterments). This Lease shall remain unaffected by such taking and Tenant shall continue responsible for all of its obligations under this Lease to the extent such obligations are not affected by such taking and shall continue to pay in full all Rent when due. If the period of temporary use or occupancy shall extend beyond the Expiration Date, that part of the award which represents compensation for the use and occupancy of the Premises shall be apportioned between Landlord and Tenant as of the Expiration Date. Any award for temporary use and occupancy for a period beyond the date to which the Rent has been paid shall be paid to, held and applied by Landlord as a trust fund for payment of the Rent thereafter becoming due.

6.17. Casualty. (a) If the Building or the Premises shall be partially or totally damaged or destroyed by fire or other casualty (each, a "Casualty") and if this Lease is not terminated as provided below, then (i) Landlord shall repair and restore the Building and the Premises (excluding Tenant's Improvements and Betterments, Fixtures and Tenant's Property) with reasonable dispatch (but Landlord shall not be required to perform the same on an overtime or premium pay basis) after notice to Landlord of the Casualty and the collection of the insurance proceeds attributable to such Casualty and (ii) Tenant shall repair and restore in accordance with Section 4.02 all Tenant's Property, Fixtures and Improvements and Betterments with reasonable dispatch after the Casualty.

(b) If all or part of the Premises shall be rendered untenantable by reason of a Casualty, the Fixed Rent and the Additional Charges under Section 2.04 and Section 2.05 shall be abated in the proportion that the untenantable area of the Premises bears to the total area of the Premises, for the period from the date of the Casualty to the earlier of (i) the date the Premises is made tenantable (provided, that if the Premises would have been tenantable at an earlier date but for Tenant having failed to cooperate with Landlord in effecting repairs or restoration or collecting insurance proceeds, then the Premises shall be deemed to have been made tenantable on such earlier date and the abatement shall cease) or (ii) the date Tenant or any subtenant reoccupies a portion of the Premises (in which case the Fixed Rent and the Additional Charges allocable to such reoccupied portion shall be payable by Tenant from the date of such

occupancy). Landlord's determination of the date the Premises is tenantable shall be controlling unless Tenant disputes same by notice to Landlord within 10 days after such determination by Landlord, and pending resolution of such dispute, Tenant shall pay Rent in accordance with Landlord's determination. Notwithstanding the foregoing, if by reason of any act or omission by Tenant, any subtenant or any of their respective partners, directors, officers, servants, employees, agents or contractors, Landlord, any Superior Lessor or any Superior Mortgagee shall be unable to collect all of the insurance proceeds (including, without limitation, rent insurance proceeds) applicable to the Casualty, then, without prejudice to any other remedies which may be available against Tenant, there shall be no abatement of Rent. Nothing contained in this Section 7.05 shall relieve Tenant from any liability that may exist as a result of any Casualty.

(c) If by reason of a Casualty (i) the Building shall be totally damaged or destroyed, (ii) the Building shall be so damaged or destroyed (whether or not the Premises are damaged or destroyed) that repair or restoration shall require more than one hundred and eighty (180) days or the expenditure of more than twenty percent (20%) percent of the full insurable value of the Building (which, for purposes of this Section 7.05(c), shall mean replacement cost less the cost of footings, foundations and other structures below the street and first floors of the Building) immediately prior to the Casualty or (iii) more than thirty percent (30%) of the Premises shall be damaged or destroyed (as estimated in any such case by a reputable contractor, architect or engineer designated by Landlord), then in any such case Landlord may terminate this Lease by notice given to Tenant within thirty (30) days after the Casualty. In case of any damage or destruction mentioned in this Section 7.05 which Landlord is required to repair and restore, Tenant may terminate this Lease by notice to Landlord if Landlord has not completed the making of the required repairs and restorations with the later of (x) one hundred and eighty (180) days after the date of such damage or destruction or (y) the Estimated Repair Date as set forth in the Restoration Statement Period delivered in accordance with Section 7.05(e) below (the alter of the dates in (x) and (y) is hereafter, the ("Outside Date"). If Tenant timely gives such notice, the Term shall expire upon thirty (30) days after such notice is given by Tenant, and Tenant shall vacate the Premises and surrender the same to Landlord in accordance with the provisions of this Lease. If Tenant fails timely to deliver such notice as aforesaid, Tenant shall be deemed to have waived its right to give such termination notice and Tenant shall have no further right to terminate this Lease under Section 7.05 (c).

(d) Landlord within sixty (60) days after the date of the Casualty shall deliver to Tenant a statement prepared by a reputable contractor setting forth such contractor's estimate ("Estimated Repair Date") as to the time required to substantially complete the repair of the Premises (excluding any of Tenant's Property, fixtures or Tenant's Improvements and Betterments).

(e) Landlord shall not carry any insurance on Tenant's Property, Fixtures or on Tenant's Improvements and Betterments and shall not be obligated to repair or replace Tenant's Property, Fixtures or Improvements and Betterments. Tenant shall look solely to its insurance for recovery of any damage to or loss of Tenant's Improvements and Betterments, Fixtures and Tenant's Property.

(f) This Section 7.05 shall be deemed an express agreement governing any damage or destruction of the Premises by fire or other casualty, and Section 227 of the New

York Real Property Law providing for such a contingency in the absence of an express agreement, and any other law of like import now or hereafter in force, shall have no application.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.01. Notice. All notices, demands, consents, approvals, waivers or other communications which may or are required to be given by either party to the other under this Lease (each, "Notice") shall be in writing and, other than invoices for Fixed Rent and Additional Charges which may be sent by first class mail only, shall be delivered by (a) the United States mail, certified or registered, postage prepaid, return receipt requested, or (b) a nationally recognized overnight courier, in each case addressed to the party to be notified as follows:

If to Landlord:

211 East LH, LLC
c/o Meadow Partners
130 E. 59th Street, Suite 1300
New York, New York 10022

with a copy being simultaneously delivered to:

MarkmanLaw, PC
130 West 42nd Street, Suite 802
New York, New York 10036
Attn: Jody E. Markman, Esq.

If to Tenant:

CEOcast, Inc.
211 East 43rd Street
New York, New York
Attn: Michael Wachs

Either party may from time to time designate a different (or additional) address(es) for Notices by at least twenty (20) days prior Notice to the other party. Notices from Landlord may be given by Landlord's managing agent, if any, or by Landlord's attorney, and Notices from Tenant may be given by Tenant's attorney. Each Notice shall be deemed to have been given on the date such Notice is actually received as evidenced by a written receipt therefor from the personal delivery service, United States Postal Service, or national courier service, as applicable, and in the event of failure to deliver by reason of changed address of which no Notice was given or refusal to accept delivery, as of the date of such failure or refusal as evidenced by a written receipt therefore from the personal delivery service, United States Postal Service, or national courier service, as applicable. Notwithstanding anything contained in this Paragraph

8.01 to the contrary, bills and statements issued by Landlord may be sent by any of the method(s) set forth hereinabove, without copies to any other party.

8.02. Building Rules. Tenant shall comply with, and Tenant shall cause its licensees, employees, contractors, agents and invitees to comply with, the rules of the Building set forth in the Tenant Manual annexed hereto as Exhibit D, as the same may be reasonably modified or supplemented by Landlord from time to time for the safety, care and cleanliness of the Premises and the Building and for preservation of good order therein. Landlord shall not be obligated to enforce the rules of the Building against Tenant or any other tenant of the Building or any other party, and Landlord shall have no liability to Tenant by reason of the violation by any tenant or other party of the rules of the Building; provided, that Landlord shall not enforce the rules of the Building in a manner which discriminates against Tenant. If any rule of the Building shall conflict with any provision of this Lease, such provision of this Lease shall govern.

8.03. Severability. If any term or provision of this Lease, or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Lease shall be valid and shall be enforceable to the extent permitted by law.

8.04. Certain Definitions. 8.04.1. "Landlord" means only the owner, at the time in question, of the Building or that portion of the Building of which the Premises are a part, or of a lease of the Building or that portion of the Building of which the Premises are a part, so that in the event of any transfer or transfers of title to the Building or of Landlord's interest in a lease of the Building or such portion of the Building, the transferor shall be and hereby is relieved and freed of all obligations of Landlord under this Lease accruing after such transfer, and it shall be deemed, without further agreement, that such transferee has assumed all obligations of Landlord during the period it is the holder of Landlord's interest under this Lease.

(i) Landlord shall have no liability to Tenant" or words of similar import mean that Tenant is not entitled to terminate this Lease, or to claim actual or constructive eviction, partial, or total, or to receive any abatement or diminution of Rent, or to be relieved in any manner of any of its other obligations under this Lease, or to be compensated for loss or injury suffered or to enforce any other right or kind of liability whatsoever against Landlord under or with respect to this Lease or with respect to Tenant's use or occupancy of the Premises.

8.05. Quiet Enjoyment. Tenant shall and may peaceably and quietly have, hold and enjoy the Premises, subject to the other terms of this Lease and to Superior Leases and Superior Mortgages, provided that Tenant pays the Fixed Rent and Additional Charges to be paid by Tenant and performs all of Tenant's covenants and agreements contained in this Lease.

8.06. Authority. If Tenant is a corporation or partnership, each individual executing this Lease on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and validly existing entity qualified to do business in the State of New York and that Tenant has full right and authority to execute and deliver this Lease and that each person signing on behalf of Tenant is authorized to do so. Landlord represents and warrants that it has full right and lawful authority to enter into this Lease for the full Term aforesaid and for all extensions and

renewals, if any, and that Landlord is lawfully seized of the entire Building of which the Premises form a part and has good and lawful title thereto. This provision shall survive the expiration or earlier termination of the Lease.

8.07. Adjacent Excavation Shoring. If an excavation shall be made upon land adjacent to the Project, or shall be authorized to be made, Tenant shall afford the person causing or authorized to cause such excavation, license to enter upon the Premises for the purpose of doing such work as said person shall deem necessary to preserve the wall of the Building from injury or damage and to support the same by proper foundations without any claim for damages or indemnity against Landlord, or diminution or abatement of Rent.

8.08. Limitation of Landlord's Personal Liability. Tenant shall look solely to Landlord's interest in the Project for the recovery of any judgment against Landlord, and no other property or assets of Landlord or Landlord's partners, officers, directors, shareholders or principals, direct or indirect, disclosed or undisclosed, shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease.

8.09. Counterclaims. If Landlord commences any summary proceeding or action for nonpayment of Rent or to recover possession of the Premises, Tenant shall not interpose any counterclaim of any nature or description in any such proceeding or action, unless Tenant's failure to interpose such counterclaim in such proceeding or action would result in the waiver of Tenant's right to bring such claim in a separate proceeding under applicable law.

8.10. Survival. All obligations and liabilities of Landlord or Tenant to the other which accrued before the expiration or other termination of this Lease and all such obligations and liabilities which by their nature or under the circumstances can only be, or by the provisions of this Lease may be, performed after such expiration or other termination, shall survive the expiration or other termination of this Lease.

8.11. Certain Remedies. If Tenant requests Landlord's consent and Landlord fails or refuses to give such consent, Tenant shall not be entitled to any damages for any withholding by Landlord of its consent, it being intended that Tenant's sole remedy shall be an action for specific performance or injunction, and that such remedy shall be available only in those cases where this Lease provides that Landlord shall not unreasonably withhold its consent. No dispute relating to this Lease or the relationship of Landlord and Tenant under this Lease shall be resolved by arbitration unless this Lease expressly provides for such dispute to be resolved by arbitration.

8.12. No Offer. The submission by Landlord of this Lease in draft form shall be solely for Tenant's consideration and not for acceptance and execution. Such submission shall have no binding force or effect and shall confer no rights nor impose any obligations, including brokerage obligations, on either party unless and until both Landlord and Tenant shall have executed a lease and duplicate originals thereof shall have been delivered to the respective parties.

8.13. Captions; Construction. The table of contents, captions, headings and

titles in this Lease are solely for convenience of reference and shall not affect its interpretation. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. Each covenant, agreement, obligation or other provision of this Lease on Tenant's part to be performed, shall be deemed and construed as a separate and independent covenant of Tenant, not dependent on any other provision of this Lease. This Lease may be executed in multiple counterparts, each of which constitutes an original and all of which, taken together, constitute one and the same instrument.

8.14. Amendments. This Lease may not be altered, changed or amended, except by an instrument in writing signed by the party to be charged.

8.15. Broker. Each party represents to the other that such party has dealt with no broker other than Newmark Grubb Knight Frank and MHP Real Estate (collectively, the "Broker") in connection with this Lease or the Building, and each party shall indemnify and hold the other harmless from and against all loss, cost, liability and expense (including, without limitation, reasonable attorneys' fees and disbursements) arising out of any claim for a commission or other compensation by any broker other than Broker who alleges that it has dealt with the indemnifying party in connection with this Lease or the Building. Landlord shall enter into a separate agreement with Broker which provides that, if this Lease is executed and delivered by both Landlord and Tenant, Landlord shall pay to Broker a commission to be agreed upon between Landlord and Broker, subject to, and in accordance with, the terms and conditions of such agreement.

8.16. Merger. Tenant acknowledges that Landlord has not made and is not making, and Tenant, in executing and delivering this Lease, is not relying upon, any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Lease. This Lease embodies the entire understanding between the parties with respect to the subject matter hereof, and all prior agreements, understanding and statements, oral or written, with respect thereto are merged in this Lease.

8.17. Successors. This Lease shall be binding upon and inure to the benefit of Landlord, its successors and assigns, and shall be binding upon and inure to the benefit of Tenant, its successors, and to the extent that an assignment may be approved by Landlord, Tenant's assigns.

8.18. Applicable Law. This Lease shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any principles of conflicts of laws.

8.19. No Development Rights. Tenant acknowledges that it has no rights to any development rights, air rights or comparable rights appurtenant to the Project, and Tenant consents, without further consideration, to any utilization of such rights by Landlord. Tenant shall promptly execute and deliver any instruments which may be requested by Landlord, including instruments merging zoning lots, evidencing such acknowledgment and consent. The provisions of this Section 8.19 shall be construed as an express waiver by Tenant of any interest Tenant may have as a "party in interest" (as such term is defined in Section 12-10 Zoning Lot of

the Zoning Resolution of the City of New York) in the Project.

8.20. Intentionally Omitted.

8.21. Embargoed Person. Tenant represents that as of the date of this Lease, and Tenant covenants that throughout the term of this Lease: (a) Tenant is not, and shall not be, an Embargoed Person, (b) none of the funds or other assets of Tenant are or shall constitute property of, or are or shall be beneficially owned, directly or indirectly, by any Embargoed Person; (c) no Embargoed Person shall have any interest of any nature whatsoever in Tenant, with the result that the investment in Tenant (whether directly or indirectly) is or would be blocked or prohibited by law or that this Lease and performance of the obligations hereunder are or would be blocked or in violation of law and (d) none of the funds of Tenant are, or shall be derived from, any activity with the result that the investment in Tenant (whether directly or indirectly) is or would be blocked or in violation of law or that this Lease and performance of the obligations hereunder are or would be in violation of law. "Embargoed Person" means a person, entity or government (i) identified on the Specially Designated Nationals and Blocked Persons List maintained by the United States Treasury Department Office of Foreign Assets Control and/or any similar list maintained pursuant to any authorizing statute, executive order or regulation and/or (ii) subject to trade restrictions under United States law, including, without limitation, the International Emergency Economic Powers Act, 50 U.S.C. § 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated under any such laws, with the result that the investment in Tenant (whether directly or indirectly), is or would be prohibited by law or this Lease is or would be in violation of law and/or (iii) subject to blocking, sanction or reporting under the USA Patriot Act, as amended; Executive Order 13224, as amended; Title 31, Parts 595, 596 and 597 of the U.S. Code of Federal Regulations, as they exist from time to time; and any other law or Executive Order or regulation through which the U.S. Department of the Treasury has or may come to have sanction authority. If any representation made by Tenant pursuant to this Section 8.21 shall become untrue Tenant shall within ten (10) days give written notice thereof to Landlord, which notice shall set forth in reasonable detail the reason(s) why such representation has become untrue and shall be accompanied by any relevant notices from, or correspondence with, the applicable governmental agency or agencies.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first written above.

Landlord: 211 East LH, LLC, a New York limited liability company

By: _____
Name: Timothy Yantz
Title: Member

Tenant: CEOcast Inc.,

By: _____
Name: Michael Wachs
Title: President

Tenant's Federal Tax I.D. No.: 134119009

Exhibit A

Floor Plan of the Premises

Exhibit B

Landlord's Initial Work

Exhibit C

Building Cleaning Specifications

NIGHTLY

General Offices:

1. All hard-surfaced flooring to be swept using approved dust-down preparation.
2. Carpet sweep all carpets.
3. Hand dust and wipe clean all furniture, fixtures and window sills.
4. Empty and clean all waste receptacles and remove wastepaper
5. Wash clean all water fountains and coolers
6. Sweep all private stairways.

Public Lavatories:

1. Sweep and wash all floors, using proper disinfectants.
2. Wash and polish all mirrors, shelves, bright work and enameled surfaces.
3. Wash and disinfect all basins, bowls and urinals.
4. Wash all toilet seats
5. Hand dust and clean all partitions, tile walls, dispensers, and receptacles in lavatories and restrooms.
6. Empty paper receptacles and remove wastepaper.
7. Fill toilet tissue holders
8. Empty and clean sanitary disposal receptacles

WEEKLY

1. Vacuum clean all carpeting and rugs.
2. Dust all door louvers and other ventilating louvers within a person's reach
3. Wipe clean all brass and other bright work.

4. Tenant shall have the right to clean its exterior office windows semi annually, provided that the second time shall be at Tenant's sole cost and expense.

Exhibit D

Tenant Manual

Caution: Forms printed from within Adobe Acrobat may not meet IRS or state taxing agency specifications. When using Acrobat, select the "Actual Size" in the Adobe "Print" dialog.

CLIENT'S COPY

Filing Instructions

Prepared for:	Prepared by:
CEOCAST INC. 211 EAST 43RD STREET, 4TH FLOOR NEW YORK, NY 10017	RBSM ADVISORS 805 THIRD AVENUE NEW YORK, NY 10022

2019 CORPORATION INCOME TAX RETURN

AMOUNT TO BE REFUNDED TO YOU.....$ 2,479

THE RETURN HAS BEEN PREPARED FOR ELECTRONIC FILING. IF YOU WISH TO HAVE IT TRANSMITTED TO THE IRS, PLEASE SIGN, DATE, AND RETURN FORM 8879-C TO OUR OFFICE. WE WILL THEN SUBMIT YOUR RETURN TO THE IRS.

2019 NEW YORK FORM CT-3

AMOUNT TO BE REFUNDED TO YOU.....$ 68.00

THE NEW YORK RETURN HAS BEEN PREPARED FOR ELECTRONIC FILING. IF YOU WISH TO HAVE IT TRANSMITTED ELECTRONICALLY TO THE NYSDTF, PLEASE SIGN, DATE AND RETURN FORM TR-579-CT TO OUR OFFICE. WE WILL THEN SUBMIT THE ELECTRONIC RETURN TO THE NYSDTF. DO NOT MAIL A PAPER COPY OF THE RETURN TO THE NYSDTF.

Filing Instructions

Prepared for:	Prepared by:
CEOCAST INC. 211 EAST 43RD STREET, 4TH FLOOR NEW YORK, NY 10017	RBSM ADVISORS 805 THIRD AVENUE NEW YORK, NY 10022

2019 NEW YORK MTA SURCHARGE FORM CT-3M

NO PAYMENT IS REQUIRED WITH THIS RETURN WHEN FILED.

THE NEW YORK MTA SURCHARGE RETURN HAS BEEN PREPARED FOR ELECTRONIC FILING. IF YOU WISH TO HAVE IT TRANSMITTED ELECTRONICALLY TO THE NYSDTF, PLEASE SIGN, DATE AND RETURN FORM TR-579-CT TO OUR OFFICE. WE WILL THEN SUBMIT THE ELECTRONIC RETURN TO THE NYSDTF. DO NOT MAIL A PAPER COPY OF THE RETURN TO THE NYSDTF.

2019 NEW YORK CITY FORM NYC-2

NO PAYMENT IS REQUIRED WITH THIS RETURN WHEN FILED.

THE NEW YORK CITY RETURN HAS BEEN PREPARED FOR ELECTRONIC FILING. IF YOU WISH TO HAVE IT TRANSMITTED ELECTRONICALLY TO THE NYC DOF, PLEASE SIGN, DATE AND RETURN NYC-579-COR TO OUR OFFICE. WE WILL THEN SUBMIT THE ELECTRONIC RETURN TO THE NYC DOF. DO NOT MAIL A PAPER COPY OF THE RETURN TO THE NYC DOF.

Form **8879-C**

Department of the Treasury
Internal Revenue Service

IRS e-file Signature Authorization for Form 1120

For calendar year 2019, or tax year beginning _____, 2019, ending _____, 20 ___

▶ **Do not send to the IRS. Keep for your records.**

▶ **Go to www.irs.gov/Form8879C for the latest information.**

OMB No. 1545-0123

2019

Name of corporation: CEOCAST INC.

Employer identification number: 13-4119009

Part I Tax Return Information (Whole dollars only)

1	Total income (Form 1120, line 11)	1	60,000.
2	Taxable income (Form 1120, line 30)	2	-20,411.
3	Total tax (Form 1120, line 31)	3	
4	Amount owed (Form 1120, line 35)	4	
5	Overpayment (Form 1120, line 36)	5	2,479.

Part II Declaration and Signature Authorization of Officer. Be sure to get a copy of the corporation's return.

Under penalties of perjury, I declare that I am an officer of the above corporation and that I have examined a copy of the corporation's 2019 electronic income tax return and accompanying schedules and statements and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that the amounts in Part I above are the amounts shown on the copy of the corporation's electronic income tax return. I consent to allow my electronic return originator (ERO), transmitter, or intermediate service provider to send the corporation's return to the IRS and to receive from the IRS **(a)** an acknowledgement of receipt or reason for rejection of the transmission, **(b)** the reason for any delay in processing the return or refund, and **(c)** the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the corporation's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at **1-888-353-4537** no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the corporation's electronic income tax return and, if applicable, the corporation's consent to electronic funds withdrawal.

Officer's PIN: check one box only

☐ I authorize _____ (ERO firm name) to enter my PIN _____ (do not enter all zeros) as my signature on the corporation's 2019 electronically filed income tax return.

☒ As an officer of the corporation, I will enter my PIN as my signature on the corporation's 2019 electronically filed income tax return.

Officer's signature ▶ _____ Date ▶ _____ Title ▶ PRESIDENT

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN. 54472698765 (do not enter all zeros)

I certify that the above numeric entry is my PIN, which is my signature on the 2019 electronically filed income tax return for the corporation indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 3112,** IRS *e-file* Application and Participation, and **Pub. 4163,** Modernized e-File (MeF) Information for Authorized IRS *e-file* Providers for Business Returns.

ERO's signature ▶ _____ Date ▶ 09/01/20

ERO Must Retain This Form - See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

For Paperwork Reduction Act Notice, see instructions.

LHA

Form **7004**
(Rev. December 2018)
Department of the Treasury
Internal Revenue Service

Application for Automatic Extension of Time To File Certain Business Income Tax, Information, and Other Returns

▶ File a separate application for each return.
▶ Go to www.irs.gov/Form7004 for instructions and the latest information.

OMB No. 1545-0233

Print or Type	Name	Identifying number
	CEOCAST INC.	13-4119009
	Number, street, and room or suite no. (If P.O. box, see instructions.) 211 EAST 43RD STREET, 4TH FLOOR	
	City, town, state, and ZIP code (If a foreign address, enter city, province or state, and country (follow the country's practice for entering postal code).) NEW YORK, NY 10017	

Note: File request for extension by the due date of the return. See instructions before completing this form.

Part I Automatic Extension for Certain Business Income Tax, Information, and Other Returns. See instructions.

1 Enter the form code for the return listed below that this application is for 12

Application Is For:	Form Code	Application Is For:	Form Code
Form 706-GS(D)	01	Form 1120-ND (section 4951 taxes)	20
Form 706-GS(T)	02	Form 1120-PC	21
Form 1041 (bankruptcy estate only)	03	Form 1120-POL	22
Form 1041 (estate other than a bankruptcy estate)	04	Form 1120-REIT	23
Form 1041 (trust)	05	Form 1120-RIC	24
Form 1041-N	06	Form 1120S	25
Form 1041-QFT	07	Form 1120-SF	26
Form 1042	08	Form 3520-A	27
Form 1065	09	Form 8612	28
Form 1066	11	Form 8613	29
Form 1120	12	Form 8725	30
Form 1120-C	34	Form 8804	31
Form 1120-F	15	Form 8831	32
Form 1120-FSC	16	Form 8876	33
Form 1120-H	17	Form 8924	35
Form 1120-L	18	Form 8928	36
Form 1120-ND	19		

Part II All Filers Must Complete This Part

2 If the organization is a foreign corporation that does not have an office or place of business in the United States, check here ..... ▶ ☐

3 If the organization is a corporation and is the common parent of a group that intends to file a consolidated return, check here ..... ▶ ☐
If checked, attach a statement listing the name, address, and employer identification number (EIN) for each member covered by this application.

4 If the organization is a corporation or partnership that qualifies under Regulations section 1.6081-5, check here ..... ▶ ☐

5a The application is for calendar year 2019, or tax year beginning _____, and ending _____

b **Short tax year.** If this tax year is less than 12 months, check the reason: ☐ Initial return ☐ Final return
☐ Change in accounting period ☐ Consolidated return to be filed ☐ Other (See instructions - attach explanation.)

6 Tentative total tax	6	0.
7 **Total** payments and credits. See instructions	7	2,479.
8 **Balance due.** Subtract line 7 from line 6. See instructions	8	0.

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

Form **7004** (Rev. 12-2018)

919741 04-01-19

Form **1120**

Department of the Treasury
Internal Revenue Service

U.S. Corporation Income Tax Return

For calendar year 2019 or tax year beginning _____, ending _____

▶ Go to www.irs.gov/Form1120 for instructions and the latest information.

OMB No. 1545-0123

2019

A Check if:
1a Consolidated return (attach Form 851) ☐
b Life/nonlife consolidated return ☐
2 Personal holding co. (attach Sch. PH) ☐
3 Personal service corp. (see instructions) ☐
4 Schedule M-3 attached ☐

TYPE OR PRINT

Name: CEOCAST INC.

Number, street, and room or suite no. If a P.O. box, see instructions.: 211 EAST 43RD STREET, 4TH FLOOR

City or town, state or province, country, and ZIP or foreign postal code: NEW YORK, NY 10017

B Employer identification number: 13-4119009

C Date incorporated: 05/23/2000

D Total assets (see instructions): $ 11,234.

E Check if: (1) ☐ Initial return (2) ☐ Final return (3) ☐ Name change (4) ☐ Address change

Income	1a	Gross receipts or sales	1a	60,000.	
	b	Returns and allowances	1b		
	c	Balance. Subtract line 1b from line 1a		1c	60,000.
	2	Cost of goods sold (attach Form 1125-A)		2	
	3	Gross profit. Subtract line 2 from line 1c		3	60,000.
	4	Dividends and inclusions (Schedule C, line 23)		4	
	5	Interest		5	
	6	Gross rents		6	
	7	Gross royalties		7	
	8	Capital gain net income (attach Schedule D (Form 1120))		8	
	9	Net gain or (loss) from Form 4797, Part II, line 17 (attach Form 4797)		9	
	10	Other income (attach statement)		10	
	11	**Total income.** Add lines 3 through 10 ▶		11	60,000.
Deductions (See instructions for limitations on deductions.)	12	Compensation of officers (attach Form 1125-E) ▶		12	
	13	Salaries and wages (less employment credits)		13	34,726.
	14	Repairs and maintenance		14	
	15	Bad debts		15	
	16	Rents		16	
	17	Taxes and licenses		17	
	18	Interest (see instructions)		18	
	19	Charitable contributions		19	
	20	Depreciation from Form 4562 not claimed on Form 1125-A or elsewhere on return (attach Form 4562)		20	
	21	Depletion		21	
	22	Advertising		22	
	23	Pension, profit-sharing, etc., plans		23	
	24	Employee benefit programs		24	45,685.
	25	Reserved for future use		25	
	26	Other deductions (attach statement)		26	
	27	**Total deductions.** Add lines 12 through 26 ▶		27	80,411.
	28	Taxable income before net operating loss deduction and special deductions. Subtract line 27 from line 11		28	-20,411.
	29a	Net operating loss deduction (see instructions) STATEMENT 1	29a	0.	
	b	Special deductions (Schedule C, line 24)	29b		
	c	Add lines 29a and 29b		29c	
Tax, Refundable Credits, and Payments	30	**Taxable income.** Subtract line 29c from line 28. See instructions		30	-20,411.
	31	Total tax (Schedule J, Part I, line 11)		31	0.
	32	2019 net 965 tax liability paid (Schedule J, Part II, line 12)		32	
	33	Total payments, credits, and section 965 net tax liability (Schedule J, Part III, line 23)		33	2,479.
	34	Estimated tax penalty. See instructions. Check if Form 2220 is attached ▶ ☐		34	
	35	**Amount owed.** If line 33 is smaller than the total of lines 31, 32, and 34, enter amount owed		35	0.
	36	**Overpayment.** If line 33 is larger than the total of lines 31, 32, and 34, enter amount overpaid		36	2,479.
	37	Enter amount from line 36 you want: **Credited to 2020 estimated tax** ▶ **Refunded** ▶		37	2,479.

Sign Here

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

▶ Signature of officer _____ Date _____ ▶ PRESIDENT Title

May the IRS discuss this return with the preparer shown below? [X] Yes ☐ No

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check if self-employed	PTIN
HOWARD BRODMAN		09/01/20	☐	P00021944

Firm's name ▶ RBSM ADVISORS — Firm's EIN ▶ 20-5907963

Firm's address ▶ 805 THIRD AVENUE, NEW YORK, NY 10022 — Phone no. 212-838-5100

911601 12-30-19 LHA **For Paperwork Reduction Act Notice, see separate instructions.** Form **1120** (2019)

10180901 795415 CEOCAST 2019.04020 CEOCAST INC. CEOCAST1

Schedule C Dividends, Inclusions, and Special Deductions (see instructions)

	(a) Dividends and inclusions	(b) %	(c) Special deductions (a) x (b)
1 Dividends from less-than-20%-owned domestic corporations (other than debt-financed stock)		50	
2 Dividends from 20%-or-more-owned domestic corporations (other than debt-financed stock)		65	
3 Dividends on certain debt-financed stock of domestic and foreign corporations		see instructions	
4 Dividends on certain preferred stock of less-than-20%-owned public utilities		23.3	
5 Dividends on certain preferred stock of 20%-or-more-owned public utilities		26.7	
6 Dividends from less-than-20%-owned foreign corporations and certain FSCs		50	
7 Dividends from 20%-or-more-owned foreign corporations and certain FSCs		65	
8 Dividends from wholly owned foreign subsidiaries		100	
9 **Subtotal.** Add lines 1 through 8		see instructions	
10 Dividends from domestic corporations received by a small business investment company operating under the Small Business Investment Act of 1958		100	
11 Dividends from affiliated group members		100	
12 Dividends from certain FSCs		100	
13 Foreign-source portion of dividends received from a specified 10%-owned foreign corporation (excluding hybrid dividends) (see instructions)		100	
14 Dividends from foreign corporations not included on line 3, 6, 7, 8, 11, 12, or 13 (including any hybrid dividends)			
15 Section 965(a) inclusion		see instructions	
16a Subpart F inclusions derived from the sale by a controlled foreign corporation (CFC) of the stock of a lower-tier foreign corporation treated as a dividend (attach Form(s) 5471) (see instructions)		100	
b Subpart F inclusions derived from hybrid dividends of tiered corporations (attach Form(s) 5471) (see instructions)			
c Other inclusions from CFCs under subpart F not included on line 15, 16a, 16b, or 17 (attach Form(s) 5471) (see instructions)			
17 Global intangible Low-Taxed income (GILTI) (attach Form(s) 5471 and Form 8992)			
18 Gross-up for foreign taxes deemed paid			
19 IC -DISC and former DISC dividends not included on line 1, 2, or 3			
20 Other dividends			
21 Deduction for dividends paid on certain preferred stock of public utilities			
22 Section 250 deduction (attach Form 8993)			
23 **Total dividends and inclusions.** Add column (a), lines 9 through 20. Enter here and on page 1, line 4			
24 **Total special deductions.** Add column (c), lines 9 through 22. Enter here and on page 1, line 29b			

Schedule J Tax Computation and Payment (see instructions)

Part I - Tax Computation

1	Check if the corporation is a member of a controlled group (attach Schedule O (Form 1120)) ▶ ☐				
2	Income tax. See instructions			2	0.
3	Base erosion minimum tax amount (attach Form 8991)			3	
4	Add lines 2 and 3			4	0.
5a	Foreign tax credit (attach Form 1118)	5a			
b	Credit from Form 8834 (see instructions)	5b			
c	General business credit (attach Form 3800)	5c			
d	Credit for prior year minimum tax (attach Form 8827)	5d			
e	Bond credits from Form 8912	5e			
6	**Total credits.** Add lines 5a through 5e			6	
7	Subtract line 6 from line 4			7	0.
8	Personal holding company tax (attach Schedule PH (Form 1120))			8	
9a	Recapture of investment credit (attach Form 4255)	9a			
b	Recapture of low-income housing credit (attach Form 8611)	9b			
c	Interest due under the look-back method-completed long-term contracts (attach Form 8697)	9c			
d	Interest due under the look-back method-income forecast method (attach Form 8866)	9d			
e	Alternative tax on qualifying shipping activities (attach Form 8902)	9e			
f	Other (see instructions - attach statement)	9f			
10	**Total.** Add lines 9a through 9f			10	
11	**Total tax.** Add lines 7, 8, and 10. Enter here and on page 1, line 31			11	0.

Part II - Section 965 Payments (see instructions)

12	2019 net 965 tax liability paid from Form 965-B, Part II, column (k), line 3. Enter here and on page 1, line 32	12	

Part III - Payments, Refundable Credits, and Section 965 Net Tax Liability

13	2018 overpayment credited to 2019			13	
14	2019 estimated tax payments			14	
15	2019 refund applied for on Form 4466			15	( )
16	Combine lines 13, 14, and 15			16	
17	Tax deposited with Form 7004			17	
18	Withholding (see instructions)			18	
19	**Total payments.** Add lines 16, 17, and 18			19	
20	Refundable credits from:				
a	Form 2439	20a			
b	Form 4136	20b			
c	Form 8827, line 5c	20c	2,479.		
d	Other (attach statement - see instructions)	20d			
21	**Total credits.** Add lines 20a through 20d			21	2,479.
22	2019 net 965 tax liability from Form 965-B, Part I, column (d), line 3. See instructions			22	
23	**Total payments, credits, and section 965 net tax liability.** Add lines 19, 21, and 22. Enter here and on page 1, line 33			23	2,479.

Schedule K Other Information (see instructions)

		Yes	No
1	Check accounting method: a [X] Cash b [ ] Accrual c [ ] Other (specify) ▶		
2	See the instructions and enter the:		
	a Business activity code no. ▶ 541990		
	b Business activity ▶ SERVICE		
	c Product or service ▶ INFORMATION		
3	Is the corporation a subsidiary in an affiliated group or a parent-subsidiary controlled group?		X
	If "Yes," enter name and EIN of the parent corporation ▶		
4	At the end of the tax year:		
	a Did any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, or tax-exempt organization own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of the corporation's stock entitled to vote? If "Yes," complete Part I of Schedule G (Form 1120) (attach Schedule G)	X	
	b Did any individual or estate own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of the corporation's stock entitled to vote? If "Yes," complete Part II of Schedule G (Form 1120) (attach Schedule G)		X
5	At the end of the tax year, did the corporation:		
	a Own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of stock entitled to vote of any foreign or domestic corporation not included on **Form 851,** Affiliations Schedule? For rules of constructive ownership, see instructions		X
	If "Yes," complete (i) through (iv) below.		

(i) Name of Corporation	(ii) Employer Identification Number (if any)	(iii) Country of Incorporation	(iv) Percentage Owned in Voting Stock

	b Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions		X
	If "Yes," complete (i) through (iv) below.		

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Country of Organization	(iv) Maximum Percentage Owned in Profit, Loss, or Capital

6	During this tax year, did the corporation pay dividends (other than stock dividends and distributions in exchange for stock) in excess of the corporation's current and accumulated earnings and profits? See sections 301 and 316		X
	If "Yes," file **Form 5452,** Corporate Report of Nondividend Distributions. See the instructions for Form 5452.		
	If this is a consolidated return, answer here for the parent corporation and on Form 851 for each subsidiary.		
7	At any time during the tax year, did one foreign person own, directly or indirectly, at least 25% of the total voting power of all classes of the corporation's stock entitled to vote or at least 25% of the total value of all classes of the corporation's stock?		X
	For rules of attribution, see section 318. If "Yes," enter:		
	(a) Percentage owned ▶ and **(b)** Owner's country ▶		
	(c) The corporation may have to file **Form 5472,** Information Return of a 25% Foreign-Owned U.S. Corporation or a Foreign Corporation Engaged in a U.S. Trade or Business. Enter the number of Forms 5472 attached ▶		
8	Check this box if the corporation issued publicly offered debt instruments with original issue discount ▶ [ ]		
	If checked, the corporation may have to file **Form 8281,** Information Return for Publicly Offered Original Issue Discount Instruments.		
9	Enter the amount of tax-exempt interest received or accrued during the tax year ▶ $		
10	Enter the number of shareholders at the end of the tax year (if 100 or fewer) ▶		
11	If the corporation has an NOL for the tax year and is electing to forego the carryback period, check here ▶ [ ]		
	If the corporation is filing a consolidated return, the statement required by Regulations section 1.1502-21(b)(3) must be attached or the election will not be valid.		
12	Enter the available NOL carryover from prior tax years (do not reduce it by any deduction reported on page 1, line 29a.) ▶ $ 440,108.		

Schedule K Other Information *(continued from page 4)*

		Yes	No
13	Are the corporation's total receipts (page 1, line 1a, plus lines 4 through 10) for the tax year **and** its total assets at the end of the tax year less than $250,000?	X	
	If "Yes," the corporation is not required to complete Schedules L, M-1, and M-2. Instead, enter the total amount of cash distributions and the book value of property distributions (other than cash) made during the tax year ▶ $ 48,269.		
14	Is the corporation required to file Schedule UTP (Form 1120), Uncertain Tax Position Statement? See instructions		X
	If "Yes," complete and attach Schedule UTP.		
15a	Did the corporation make any payments in 2019 that would require it to file Form(s) 1099?		X
b	If "Yes," did or will the corporation file required Form(s) 1099?		
16	During this tax year, did the corporation have an 80%-or-more change in ownership, including a change due to redemption of its own stock?		X
17	During or subsequent to this tax year, but before the filing of this return, did the corporation dispose of more than 65% (by value) of its assets in a taxable, non-taxable, or tax deferred transaction?		X
18	Did the corporation receive assets in a section 351 transfer in which any of the transferred assets had a fair market basis or fair market value of more than $1 million?		X
19	During the corporation's tax year, did the corporation make any payments that would require it to file Forms 1042 and 1042-S under chapter 3 (sections 1441 through 1464) or chapter 4 (sections 1471 through 1474) of the Code?		X
20	Is the corporation operating on a cooperative basis?		X
21	During the tax year, did the corporation pay or accrue any interest or royalty for which the deduction is not allowed under section 267A? See instructions		X
	If "Yes," enter the total amount of the disallowed deductions ▶ $		
22	Does the corporation have gross receipts of at least $500 million in any of the 3 preceding tax years? (See sections 59A(e)(2) and (3))		X
	If "Yes," complete and attach Form 8991.		
23	Did the corporation have an election under section 163(j) for any real property trade or business or any farming business in effect during the tax year? See instructions		X
24	Does the corporation satisfy one or more of the following? See instructions		X
a	The corporation owns a pass-through entity with current, or prior year carryover, excess business interest expense.		
b	The corporation's aggregate average annual gross receipts (determined under section 448(c)) for the 3 tax years preceding the current tax year are more than $26 million and the corporation has business interest expense.		
c	The corporation is a tax shelter and the corporation has business interest expense. If "Yes," to any, complete and attach Form 8990.		
25	Is the corporation attaching Form 8996 to certify as a Qualified Opportunity Fund?		X
	If "Yes," enter amount from Form 8996, line 14 ▶ $		

Schedule L Balance Sheets per Books

Assets	Beginning of tax year (a)	Beginning of tax year (b)	End of tax year (c)	End of tax year (d)
1 Cash		79,914.		11,234.
2a Trade notes and accounts receivable				
b Less allowance for bad debts	( )		( )	
3 Inventories				
4 U.S. government obligations				
5 Tax-exempt securities				
6 Other current assets (att. stmt.)				
7 Loans to shareholders				
8 Mortgage and real estate loans				
9 Other investments (att. stmt.)				
10a Buildings and other depreciable assets				
b Less accumulated depreciation	( )		( )	
11a Depletable assets				
b Less accumulated depletion	( )		( )	
12 Land (net of any amortization)				
13a Intangible assets (amortizable only)				
b Less accumulated amortization	( )		( )	
14 Other assets (att. stmt.)				
15 Total assets		79,914.		11,234.
Liabilities and Shareholders' Equity				
16 Accounts payable				
17 Mortgages, notes, bonds payable in less than 1 year				
18 Other current liabilities (att. stmt.)				
19 Loans from shareholders				
20 Mortgages, notes, bonds payable in 1 year or more				
21 Other liabilities (att. stmt.)				
22 Capital stock: a Preferred stock				
b Common stock	3,000.	3,000.	3,000.	3,000.
23 Additional paid-in capital		387,895.		387,895.
24 Retained earnings - Appropriated (attach statement)				
25 Retained earnings - Unappropriated		-310,981.		-379,661.
26 Adjustments to shareholders' equity (attach statement)				
27 Less cost of treasury stock		( )		( )
28 Total liabilities and shareholders' equity		79,914.		11,234.

Schedule M-1 Reconciliation of Income (Loss) per Books With Income per Return

Note: The corporation may be required to file Schedule M-3. See instructions.

1 Net income (loss) per books	-20,411.	7 Income recorded on books this year not included on this return (itemize): Tax-exempt interest $	
2 Federal income tax per books			
3 Excess of capital losses over capital gains			
4 Income subject to tax not recorded on books this year (itemize):			
5 Expenses recorded on books this year not deducted on this return (itemize): a Depreciation $ b Charitable contributions $ c Travel and entertainment $		8 Deductions on this return not charged against book income this year (itemize): a Depreciation $ b Charitable contributions $	
		9 Add lines 7 and 8	
6 Add lines 1 through 5	-20,411.	10 Income (page 1, line 28) - line 6 less line 9	-20,411.

Schedule M-2 Analysis of Unappropriated Retained Earnings per Books (Line 25, Schedule L)

1 Balance at beginning of year	-310,981.	5 Distributions: a Cash	48,269.
2 Net income (loss) per books	-20,411.	b Stock	
3 Other increases (itemize):		c Property	
		6 Other decreases (itemize):	
		7 Add lines 5 and 6	48,269.
4 Add lines 1, 2, and 3	-331,392.	8 Balance at end of year (line 4 less line 7)	-379,661.

SCHEDULE G (Form 1120)
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Information on Certain Persons Owning the Corporation's Voting Stock

▶ Attach to Form 1120.

OMB No. 1545-0123

Name: CEOCAST INC.

Employer identification number (EIN): 13-4119009

Part I **Certain Entities Owning the Corporation's Voting Stock.** (Form 1120, Schedule K, Question 4a). Complete columns (i) through (v) below for any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, or tax-exempt organization that owns directly 20% or more, or owns, directly or indirectly, 50% or more of the total voting power of all classes of the corporation's stock entitled to vote (see instructions).

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Percentage Owned in Voting Stock
S.E.E. ENTERPRISE CORP.	20-8588723	CORPORATION	UNITED STATES	100.00%

Part II **Certain Individuals and Estates Owning the Corporation's Voting Stock.** (Form 1120, Schedule K, Question 4b). Complete columns (i) through (iv) below for any individual or estate that owns directly 20% or more, or owns, directly or indirectly, 50% or more of the total voting power of all classes of the corporation's stock entitled to vote (see instructions).

(i) Name of Individual or Estate	(ii) Identifying Number (if any)	(iii) Country of Citizenship (see instructions)	(iv) Percentage Owned in Voting Stock

For Paperwork Reduction Act Notice, see the Instructions for Form 1120.

Form **8827**
(Rev. May 2020)
Department of the Treasury
Internal Revenue Service

Credit for Prior Year Minimum Tax - Corporations

▶ **Attach to the corporation's tax return.**
▶ **Go to www.irs.gov/Form8827 for the latest information.**

OMB No. 1545-0123

2019

Name: CEOCAST INC.

Employer identification number: 13-4119009

1	Minimum tax credit carryforward from 2018. Enter the amount from line 9 of the 2018 Form 8827	**1**	2,479.
2	Enter the corporation's 2019 regular income tax liability minus allowable tax credits (see instructions)	**2**	0.
3	Enter the refundable minimum tax credit (see instructions)	**3**	2,479.
4	Add lines 2 and 3	**4**	2,479.
5a	Enter the **smaller** of line 1 or line 4. If the corporation had a post-1986 ownership change or has pre-acquisition excess credits, see instructions	**5a**	2,479.
b	**Current year minimum tax credit.** Enter the smaller of line 1 or line 2 here and on Form 1120, Schedule J, Part I, line 5d (or the applicable line of your return). If the corporation had a post-1986 ownership change or has pre-acquisition excess credits, see instructions. If you made an entry on line 3, go to line 5c. Otherwise, skip line 5c	**5b**	0.
c	Subtract line 5b from line 5a. This is the current year refundable minimum tax credit. Include this amount on Form 1120, Schedule J, Part III, line 20c (or the applicable line of your return)	**5c**	2,479.
6	**Minimum tax credit carryforward.** Subtract line 5a from line 1. Keep a record of this amount to carry forward and use in future years	**6**	

LHA **For Paperwork Reduction Act Notice, see instructions.**

Form **8827** (Rev. 5-2020)

920281
06-22-20

NET OPERATING LOSS DEDUCTION STATEMENT 1

TAX YEAR	LOSS SUSTAINED	LOSS PREVIOUSLY APPLIED	LOSS REMAINING	AVAILABLE THIS YEAR
12/31/14	210,881.	13,585.	197,296.	197,296.
12/31/15	86,614.		86,614.	86,614.
12/31/16	66,095.		66,095.	66,095.
12/31/16	66,095.		66,095.	66,095.
12/31/18	24,008.		24,008.	24,008.
NOL AVAILABLE THIS YEAR			440,108.	440,108.

PRIOR YEAR MINIMUM TAX CREDIT STATEMENT 2

TAX YEAR	ORIGINAL	PREVIOUSLY APPLIED	REMAINING	AVAILABLE THIS YEAR
12/31/15	4,958.	2,479.	2,479.	2,479.
AVAILABLE FOR CREDIT			2,479.	2,479.

Department of Taxation and Finance

988021 07-29-19

New York State E-File Authorization for Tax Year 2019

TR-579-CT

(7/19)

For Certain Corporation Tax Returns and Estimated Tax Payments for Corporations

Electronic return originator (ERO)/paid preparer: **Do not** mail this form to the Tax Department. Keep it for your records.

Legal name of corporation: CEOCAST INC.

Return type *(mark an X for all that apply):* CT-3 X CT-3-A ____ CT-3-M X CT-3-S ____ CT-13 ____ CT-33 ____
CT-33-A ____ CT-33-C ____ CT-33-M ____ CT-33-NL ____ CT-183 ____ CT-183-M ____ CT-184 ____ CT-184-M ____
CT-186-E ____ CT-300 ____ CT-400 ____

Purpose

Form TR-579-CT must be completed to authorize an ERO to e-file a corporation tax return and to transmit bank account information for the electronic funds withdrawal.

General instructions

Part A must be completed by an officer of the corporation who is authorized to sign the corporation's return before the ERO transmits the electronically filed Form CT-3, *General Business Corporation Franchise Tax Return;* CT-3-A, *General Business Corporation Combined Franchise Tax Return;* CT-3-M, *General Business Corporation MTA Surcharge Return;* CT-3-S, *New York S Corporation Franchise Tax Return;* CT-13, *Unrelated Business Income Tax Return;* CT-33, *Life Insurance Corporation Franchise Tax Return;* CT-33-A, *Life Insurance Corporation Combined Franchise Tax Return;* CT-33-C, *Captive Insurance Company Franchise Tax Return;* CT-33-M, *Insurance Corporation MTA Surcharge Return;* CT-33-NL, *Non-Life Insurance Corporation Franchise Tax Return;* CT-183, *Transportation and Transmission Corporation Franchise Tax Return on Capital Stock;* CT-183-M, *Transportation and Transmission Corporation MTA Surcharge Return;* CT-184, *Transportation and Transmission Corporation Franchise Tax Return on Gross Earnings;* CT-184-M, *Transportation and Transmission Corporation MTA Surcharge Return;* CT-186-E, *Telecommunications Tax Return and Utility Services Tax Return;* CT-300, *Mandatory First Installment (MFI) of Estimated Tax for Corporations;* or CT-400, *Estimated Tax for Corporations.*

EROs/paid preparers must complete Part B prior to transmitting electronically filed corporation tax returns. Both the paid preparer and the ERO are required to sign Part B. However, if an individual performs as both the paid preparer and the ERO, he or she is only required to sign as the paid preparer. It is not necessary to include the ERO signature in this case. Note that an alternative signature can be used as described in TSB-M-05(1)C, *Alternative Methods of Signing for Tax Return Preparers.* Go to our website at *www.tax.ny.gov* to find this document.

Do not mail this form to the Tax Department. EROs/paid preparers must keep this form for three years and present it to the Tax Department upon request.

Do **not** use this form for electronically filed Form CT-5, *Request for Six-Month Extension to File (for franchise/business taxes, MTA surcharge, or both);* CT-5.3, *Request for Six-Month Extension to File (for combined franchise tax return, or combined MTA surcharge return, or both);* CT-5.4, *Request for Six-Month Extension to File New York S Corporation Franchise Tax Return*; CT-5.6, *Request for Three-Month Extension to File Form CT-186 (for utility corporation franchise tax return, MTA surcharge return, or both);* CT-5.9, *Request for Three-Month Extension to File (for certain Article 9 tax returns, MTA surcharge, or both);* or CT-5.9-E, *Request for Three-Month Extension to File Form CT-186-E (for telecommunications tax return and utility services tax return)* Instead use Form TR-579.1-CT, *New York State Authorization for Electronic Funds Withdrawal For Tax Year 2019 Corporation Tax Extensions*.

Financial institution information (required if electronic payment is authorized)

1	Amount of authorized debit	**1.**
2	Financial institution routing number	**2.**
3	Financial institution account number	**3.**

Part A - Declaration of authorized corporate officer for Form CT-3, CT-3-A, CT-3-M, CT-3-S, CT-13, CT-33, CT-33-A, CT-33-C, CT-33-M, CT-33-NL, CT-183, CT-183-M, CT-184, CT-184-M, CT-186-E, CT-300, or CT-400

Under penalty of perjury, I declare that I have examined the information on this 2019 New York State electronic corporate tax return, including any accompanying schedules, attachments, and statements, and certify that this electronic return is true, correct, and complete. If this filing includes Form DTF-686, *Tax Shelter Reportable Transactions*, as an authorized officer of the corporation, I hereby consent to the waiver of the secrecy provisions of Tax Law sections 202, 211.8, 1467, and 1518 as such provisions relate to the disclosure requirements of Tax Law section 25. The ERO has my consent to send this 2019 New York State electronic corporate return to New York State through the Internal Revenue Service (IRS). I understand that by executing this Form TR-579-CT, I am authorizing the ERO to sign and file this return on behalf of the corporation and agree that the ERO's submission of the corporation's return to the IRS, together with this authorization, will serve as the electronic signature for the return and any authorized payment transaction. If I am paying New York State corporation taxes due by electronic funds withdrawal, I authorize the New York State Tax Department and its designated financial agents to initiate an electronic funds withdrawal from the financial institution account indicated on this 2019 electronic return, and I authorize the financial institution to withdraw the amount from the account. As New York does not support International ACH Transactions (IAT), I attest the source for these funds is within the United States. I understand and agree that I may revoke this authorization for payment only by contacting the Tax Department no later than two business days prior to the payment date.

Signature of authorized officer of the corporation	Print your name and title	Date
	MICHAEL WACHS, PRESIDENT	

Part B - Declaration of ERO and paid preparer

Under penalty of perjury, I declare that the information contained in this 2019 New York State electronic corporate tax return is the information furnished to me by the corporation. If the corporation furnished me a completed paper 2019 New York State corporate tax return signed by a paid preparer, I declare that the information contained in the corporation's 2019 New York State electronic corporate tax return is identical to that contained in the paper return. If I am the paid preparer, under penalty of perjury I declare that I have examined this 2019 New York State electronic corporate tax return, and, to the best of my knowledge and belief, the return is true, correct, and complete. I have based this declaration on all information available to me.

ERO's signature	Print name	Date
Paid preparer's signature	**Print name**	**Date**
	HOWARD BRODMAN	09-01-20

NEW YORK STATE 2019

CT-200-V

Department of Taxation and Finance

Payment Voucher for E-Filed Corporation Tax Returns and Extensions

Employer identification number	Primary return type	Tax period beginning (mm-dd-yyyy)	Tax period ending (mm-dd-yyyy)
13-4119009	CT3	01-01-2019	12-31-2019

Legal name of corporation: CEOCAST INC.

Mailing name (if different from legal name): c/o

Number and street or PO box: 211 EAST 43RD STREET, 4TH FLOOR

City	State	ZIP code	Business telephone number
NEW YORK	NY	10017	

Type of form e-filed (mark correct box; see instructions)	
Return	☐
Extension	X
Mandatory first installment (MFI)	☐
Amount(s) due	
NYS amount	75.00
MTA amount	25.00

Make your check or money order payable in U.S. funds to: ***New York State Corporation Tax.*** Do not staple or clip your check or money order. Detach all check stubs.

Enter payment enclosed ... 100.00

File this entire page with your payment

Where to mail

Mail your payment along with this **entire page** to:

NYS DEPT OF TAXATION & FINANCE
CORP - V
PO BOX 15163
ALBANY NY 12212-5163

Department of Taxation and Finance

Request for Six-Month Extension to File

(for franchise/business taxes, MTA surcharge, or both)

Tax Law - Articles 9-A, 13, and 33

CT-5

All filers must enter tax period:

beginning 01-01-19 ending 12-31-19

Employer identification number (EIN)	File number	Business telephone number
13-4119009	AA5	

Legal name of corporation	Trade name / DBA
CEOCAST INC.	

Mailing name (if different from legal name) and address	State or country of incorporation	Date received (for Tax Department use only)
c/o	NY	
Number and street or PO box: 211 EAST 43RD STREET, 4TH FLOOR	Date of incorporation: 05-23-00	
City: NEW YORK State: NY ZIP code: 10017	Foreign corporations: date began business in NYS	Audit use

If you need to update your address or phone information for corporation tax, or other tax types, you can do so online. See Business information in Form CT-1.

Request for extension of time to file the following forms: Mark box(es) for one article only. Submit only one Form CT-5 and mark an **X** in both boxes in the appropriate article if you are requesting an extension for **both** the franchise tax and MTA surcharge returns. For example, mark an **X** in **both** the CT-3 box and the CT-3-M box under Article 9-A if you are requesting an extension of time to file **both** returns.

Article 9-A		Article 13	Article 33			
CT-3 [X]	CT-3-M [X]	CT-13 [ ]	CT-33 [ ]	CT-33-C [ ]	CT-33-M [ ]	CT-33-NL [ ]

A. Pay amount shown on line 11. Make payable to: **New York State Corporation Tax**
Attach your payment here. Detach all check stubs. *(See instructions for details.)*

A. Payment enclosed: 100.

Certain corporations filing as part of a combined group: Typically, taxpayers filing a combined return use Form CT-5.3. **However,** if for the tax year for which you are requesting an extension to file, you are either becoming a member of a **new** combined group, or being **added** to an **existing** group, you **must also** file Form CT-5. Complete the business information section above and line B. Then, mark an *X* in the box on either line C or D *(see instructions).*

Do **not** complete line A and lines 1 through 16.

B. Enter the EIN of the combined group's designated agent (CT-3-A filers), or parent (CT-33-A filers) ..... B

Note: Failure to include the EIN of the designated agent (or parent) may delay processing of your extension request, and may result in penalties and interest.

C. If this extension request is for the **first** tax year that you are being included in a **new** combined group filing a combined return, mark an *X* in the box ..... C [ ]

D. If this extension request is for the **first** tax year that you are being **added** to an **existing** combined group filing a combined return, mark an *X* in the box ..... D [ ]

Computation of estimated franchise tax

1	Franchise tax from the worksheet in Form CT-5-I	1	75.
2			
3			
4	Prepayments of franchise tax *(from line 16, column A)*	4	
5	Balance due - franchise tax *(subtract line 4 from line 1; do not enter less than zero)*	5	75.

Computation of estimated MTA surcharge

6	MTA surcharge from the worksheet in Form CT-5-I	6	25.
7			
8			
9	Prepayments of MTA surcharge *(from line 16, column B)*	9	
10	Balance due - MTA surcharge *(subtract line 9 from line 6; do not enter less than zero)*	10	25.
11	Total balance due *(see instructions)*	11	100.

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11-06-19

CEOCAST INC. 13-4119009

Composition of prepayments - Use this worksheet to determine the prepayments of franchise tax on line 4 and the prepayments of the MTA surcharge on line 9. See instructions.

			Date paid	**A.** Franchise tax	**B.** MTA surcharge
12	Mandatory first installment from Form CT-300	**12**			
13a	Second installment from Form CT-400	**13a**			
13b	Third installment from Form CT-400	**13b**			
13c	Fourth installment from Form CT-400	**13c**			
14	Overpayment credited from prior years	**14**			
15	Overpayment credited from Form CT- _____ Period	**15**			
16	Total prepayments *(total all entries in column A and column B)*	**16**			

Paid preparer use only *(see instr.)*				
Firm's name (or yours if self-employed) RBSM ADVISORS		Firm's EIN 20-5907963		Preparer's PTIN or SSN P00021944
Signature of individual preparing this document	Address 805 THIRD AVENUE	City NEW YORK	State NY	ZIP code 10022
Email address of individual preparing this document HBRODMAN@RBSMLLP.COM		Preparer's NYTPRIN or Excl. code 03		Date 07-02-20

See instructions for where to file.

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NEW YORK STATE 2019

Department of Taxation and Finance

General Business Corporation Franchise Tax Return

Tax Law - Article 9-A

CT-3

Caution: This form must be used **only** for tax periods beginning on or after January 1, 2019. If you use it for any prior periods, the return will **not** be processed and will **not** be considered timely filed. As a result, penalties and interest may be incurred.

See instructions, Form CT-3-I, before completing return.

Final return ☐ **Amended return** ☐

All filers must enter tax period: beginning 01-01-19 ending 12-31-19

Employer identification number (EIN)	File number	Business telephone number	If you claim an overpayment, mark an *X* in the box ☒
13-4119009	AA5		

Legal name of corporation: CEOCAST INC.	Trade name / DBA:
Mailing name (If different from legal name above): c/o	State or country of incorporation: NY
Mailing address no. and street or PO box: 211 EAST 43RD STREET, 4TH FLOOR	Date of incorporation: 05-23-00 / Foreign corporations: date began business in NYS:
City: NEW YORK State: NY ZIP code: 10017	Country (if not United States): / For office use only
Principal business activity in NYS: SERVICE	NAICS business code number (from NYS Pub 910): 541990

If address/phone above is new, mark an *X* in the box ☐ If you need to update your address or phone information for corporation tax, or other tax types, you can do so online. See *Business Information* in Form CT-1.

A. Pay amount shown on Part 2, line 23c. Make payable to: **New York State Corporation Tax**
Attach your payment here. *(Detach all check stubs; see instructions for details.)* **A** Payment enclosed

B. Are you subject to the metropolitan transportation business tax (MTA surcharge)? *(see instructions; mark an X in the appropriate box)* **B** Yes ☒ No ☐

C. If you are disclaiming tax liability in New York State based on Public Law 86-272, mark an *X* in the box *(see instructions)* ● **C** ☐

D. Do you have an interest in any partnerships? (mark an *X* in the appropriate box) **D** Yes ● ☐ No ● ☒
If *Yes,* enter the name(s) and EIN(s) on Form CT-60 and attach it to your return.

Third - party designee (see instructions)	Yes ☒ No ☐	Designee's name (print): HOWARD BRODMAN	Designee's phone number: 212-838-5100
	Designee's email address:		PIN:

Certification: I certify that this return and any attachments are to the best of my knowledge and belief true, correct, and complete.

Authorized person	Printed name of authorized person	Signature of authorized person	Official title: PRESIDENT	
	Email address of authorized person		Telephone number	Date

Paid preparer use only *(see instr.)*	Firm's name (or yours if self-employed): RBSM ADVISORS	Firm's EIN: 20-5907963	Preparer's PTIN or SSN: P00021944
	Signature of individual preparing this return	Address: 805 THIRD AVENUE	City: NEW YORK State: NY ZIP code: 10022
	Email address of individual preparing this return: HBRODMAN@RBSMLLP.COM	Preparer's NYTPRIN or Excl. code: 03	Date: 09-01-20

See instructions for where to file.

Content of Form CT-3

Part 1 - General corporate information	Part 5 - Computation of investment capital for the current tax year
Part 2 - Computation of balance due or overpayment	Part 6 - Computation of business apportionment factor
Part 3 - Computation of tax on business income base	Part 7 - Summary of tax credits claimed
Part 4 - Computation of tax on capital base	

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Part 1 - General corporate information

Section A - Qualification for preferential tax rates -

If you are a corporation as identified in this section and qualify for preferential tax rates, mark an *X* in the boxes that apply to you *(see instructions).*

1 A qualified emerging technology company (QETC) for purposes of the lower tax rates, capital base tax cap, and fixed dollar minimum tax amounts ..... 1 [ ]

2 A qualified New York manufacturer based on the principally engaged test for purposes of the lower business income base tax rate and fixed dollar minimum tax amounts ..... 2 [ ]

3 A qualified New York manufacturer based on the principally engaged test for purposes of the lower capital base tax rate and capital base tax cap ..... 3 [ ]

4 A qualified New York manufacturer based on the significant employment and property test for purposes of the lower tax rates, capital base tax cap, and fixed dollar minimum tax amounts ..... 4 [ ]

5 Claiming cooperative housing corporation status for the lower capital base tax rate ..... 5 [ ]

6 A small business eligible for the capital base tax exception ..... 6 [X]

If you marked this box, complete line 6a; also mark the box at line 6b or 6c, if applicable.

6a Total capital contributions ..... 6a 390,895.

6b **Small business taxpayers only:** you are also a QETC ..... 6b [ ]

6c **Small business taxpayers only:** you are also a qualified New York manufacturer ..... 6c [ ]

7 A qualified entity of a New York State innovation hot spot that operates solely within such New York State innovation hot spot, and you have elected to be subject only to the fixed dollar minimum tax base ..... 7 [ ]

Section B - New York State information *(see instructions)*

1 Number of New York State employees 1

2 Wages paid to New York State employees 2

3 Number of business establishments in New York State 3

4 If you have an interest in, or have rented, real property in New York State, mark an *X* in the box ..... 4 [ ]

5 If you are claiming an exception to the related member expense addback under Tax Law §208.9(o)(2)(B), mark an *X* in the box ..... 5 [ ]

5a If you marked the line 5 box, use line 5a to report the applicable exception number (1-4) and the amount of royalty payments ..... 5a Number ____ Amount ____

6 If you are not protected by Public Law 86-272 and are subject to tax **solely** as a result of deriving receipts in New York State, mark an *X* in the box ..... 6 [ ]

Section C - filing information

1 **Federal return filed -** you must mark an *X* in one box and attach a complete copy of your federal return

1120 [X] 1120 consolidated [ ] 1120-REIT or 1120-RIC [ ] 1120S [ ] 1120F [ ] 1120H [ ]

2 **Amended return -** If you marked the amended return box on page 1, then for any item(s) that apply, mark an *X* in the box and attach documentation:

Failure to meet investment capital holding period [ ]

Final federal determination [ ] Date of determination ____ NOL carryback [ ] Capital loss carryback [ ] 1139 [ ] 1120X [ ]

2a Enter the tax due amount from your most recently filed New York State return for this tax period 2a

3 **Required attachments -** For all forms, other than tax credit claim forms, that are attached to this return, mark an **X** in the applicable box(es)

CT-3.1 [ ] CT-3.2 [ ] CT-3.3 [X] CT-3.4 [X] CT-60 [ ] CT-225 [ ] Other (identify): ____ [ ]

4 If you are claiming tax credits, enter the number of tax credit forms attached to this return. Where multiple forms are filed for the same credit, count **each** form filed 4

5 If you filed federal Form 1120F and you have effectively connected income (ECI), mark an *X* in the box ..... 5 [ ]

6 Were you required to report any nonqualified deferred compensation, as required by Internal Revenue Code (IRC) §457A, on your 2019 federal return? *(see instructions)* ..... Yes [ ] No [X]

7 If you are a foreign corporation computing your tax taking into account **only** your distributive shares from **multiple** limited partnerships, mark an *X* in the box and file Form CT-60 ..... [ ]

Part 2 - Computation of balance due or overpayment

Largest of three tax bases, minus credits

1a	Business income base tax *(from Part 3, line 20)*	1a	0.		
1b	Capital base tax *(from Part 4, line 15: see instructions)*	1b	23.		
1c	Fixed dollar minimum tax *(see instr)* New York receipts 60,000.	1c	25.		
2	Tax due *(enter the amount from line 1a, 1b, or 1c, whichever is largest; see instructions)*			2	25.
3	Tax credits used *(from Part 7, line 2; see instructions)*			3	
4	Tax due after credits *(subtract line 3 from line 2; if line 3 is more than line 2, enter **0**)*			4	25.
5					
6					
7					

Penalties and interest

8	Estimated tax penalty *(see instructions; if Form CT-222 is attached, mark an **X** in the box)* ☐	8			
9	Interest on late payment *(see instructions)*	9			
10	Late filing and late payment penalties *(see instructions)*	10			
11	Total penalties and interest *(add lines 8, 9, and 10)*			11	

Voluntary gifts/contributions

12					
13	Total voluntary gifts/contributions *(from Form CT-227, Part 2, line 1)*			13	
14	Total amount due *(add lines 4, 11, and 13)*			14	25.

Prepayments

15	Mandatory first installment from Form CT-300 *(see instructions)*	15			
16	Second installment *(from Form CT-400)*	16			
17	Third installment *(from Form CT-400)*	17			
18	Fourth installment *(from Form CT-400)*	18			
19	Payment with extension request *(from Form CT-5, line 5)*	19	100.		
20	Overpayment credited from prior years *(see instr.)* Period	20			
21	Overpayment credited from CT-3-M Period	21			
22	Total prepayments *(add lines 15 through 21; see instructions)*			22	100.

Payment due or overpayment to be credited/refunded *(see instructions)*

23a	Underpayment	23a	
23b	Additional amount for 2020 MFI	23b	
23c	Balance due	23c	
24a	Excess prepayments	24a	75.
24b	Amount previously credited to 2020 MFI	24b	
24c	Overpayment	24c	75.
25	Amount of overpayment to be credited to next period	25	
26	Balance of overpayment available *(subtract line 25 from line 24c)*	26	75.
27	Amount of overpayment to be credited to Form CT-3-M	27	7.
28	Balance of overpayment to be refunded *(subtract line 27 from line 26)*	28	68.
29	Unused tax credits to be refunded	29	
30	Unused tax credits applied to next period	30	

CEOCAST INC. 13-4119009

Part 3 - Computation of tax on business income base

1	Federal taxable income (FTI) before net operating loss (NOL) and special deductions *(see instructions)*	1	-20,411.
2	Additions to FTI *(from Form CT-225, line 5)*	2	
3	Add lines 1 and 2	3	-20,411.
4	Subtractions from FTI *(from Form CT-225, line 10)*	4	
5	Subtract line 4 from line 3	5	-20,411.
6	Subtraction modification for qualified banks *(from Form CT-3.2, Schedule A, line 1; see instructions)*	6	
7	Entire net income (ENI) *(subtract line 6 from line 5)*	7	-20,411.
8	Investment and other exempt income *(from Form CT-3.1, Schedule D, line 1)*	8	
9	Subtract line 8 from line 7	9	-20,411.
10	Excess interest deductions attributable to investment income, investment capital, and other exempt income *(from Form CT-3.1, Schedule D, line 2)*	10	
11	Business income *(add lines 9 and 10)*	11	-20,411.
12	Addback of income previously reported as investment income *(from Form CT-3.1, Schedule F, line 6; if zero, enter **0**; see instructions)*	12	
13	Business income after addback *(add lines 11 and 12)*	13	-20,411.
14	Business apportionment factor *(from Part 6, line 56)*	14	1.000000
15	Apportioned business income after addback *(multiply line 13 by line 14)*	15	-20,411.
16	Prior net operating loss conversion subtraction *(from Form CT-3.3, Schedule C, line 4)*	16	
17	Subtract line 16 from line 15	17	-20,411.
18	NOL deduction *(from Form CT-3.4, line 6)*	18	
19	Business income base *(subtract line 18 from line 17)*	19	-20,411.
20	Business income base tax *(multiply line 19 by the appropriate business income tax rate from the tax rates schedule in Form CT-3-I; enter here and on Part 2, line 1a; see instructions)*	20	0.

Note: If you make any entry on line 2, 4, 6, 8, 10, 12, 16, or 18, you **must** complete and file the appropriate attachment form, or any tax benefit claimed may be disallowed, or there may be a delay in receiving such benefit. In addition, all amounts entered on these lines must be entered as positive numbers.

CEOCAST INC. 13-4119009

Part 4 - Computation of tax on capital base *(see instructions)*

		A Beginning of year	B End of year	C Average value
1 Total assets from federal return	1	79,914.	11,234.	45,574.
2 Real property and marketable securities included on line 1	2			
3 Subtract line 2 from line 1	3	79,914.	11,234.	45,574.
4 Real property and marketable securities at fair market value	4			
5 Adjusted total assets *(add lines 3 and 4)*	5	79,914.	11,234.	45,574.
6 Total liabilities	6			

7 Total net assets *(subtract line 6, column C, from line 5, column C)*	7	45,574.
8 Investment capital *(from Part 5, line 19; if zero or less, enter **0**)*	8	
9 Business capital *(subtract line 8 from line 7)*	9	45,574.
10 Addback of capital previously reported as investment capital *(from Part 5, line 20, column C; if zero or less, enter **0**)*	10	
11 Total business capital *(add lines 9 and 10)*	11	45,574.
12 Business apportionment factor *(from Part 6, line 56)*	12	1.000000
13 Apportioned business capital *(multiply line 11 by line 12)*	13	45,574.
14 New small business *(if in first two tax years, mark an **X** in one box)* Year one ☐ Year two ☐		
15 Capital base tax *(multiply line 13 by the appropriate capital base tax rate from the tax rates schedule in Form CT-3-I; enter here and on Part 2, line 1b)*	15	23.

Part 5 - Computation of investment capital for the current tax year *(see instructions)*

		A Average fair market value	B Liabilities attributable to column A amount	C Net average value *(column A - column B)*
16 Total capital that generates income claimed to not be taxable by New York under the U.S. Constitution *(from Form CT-3.1, Schedule E, line 1)*	16			
17 Total of stocks **actually** held for more than one year *(from Form CT-3.1, Schedule E, line 2)*	17			
18 Total of stocks **presumed** held for more than one year *(from Form CT-3.1, Schedule E, line 3)*	18			

19 Total investment capital for the current year *(Add column C lines 16, 17, and 18; enter the result here and on Part 4, line 8. If zero or less, enter **0.**)*	19	

Addback of capital previously reported as investment capital

		A Average fair market value as previously reported	B Liabilities attributable to column A amount as previously reported	C Net average value as previously reported *(column A - column B)*
20 Total of stocks previously presumed held for more than one year, but did **not** meet the holding period *(from Form CT-3.1, Schedule F, line 1; enter here and on Part 4, line 10)*	20			

CEOCAST INC. 13-4119009

Part 6 - Computation of business apportionment factor *(see instructions)*

Mark an *X* in this box only if you have **no receipts** required to be included in the denominator of the apportionment factor *(see instr.)* ☐

		A - New York State	B - Everywhere
Section 210-A.2			
1 Sales of tangible personal property	1		
2 Sales of electricity	2		
3 Net gains from sales of real property	3		
Section 210-A.3			
4 Rentals of real and tangible personal property	4		
5 Royalties from patents, copyrights, trademarks, and similar intangible personal property	5		
6 Sales of rights for certain closed-circuit and cable TV transmissions of an event	6		
Section 210-A.4			
7 Sale, licensing, or granting access to digital products	7		
Section 210-A.5(a)(1) - Fixed percentage method for qualified financial instruments (QFIs)			
8 To make this irrevocable election, mark an *X* in the box *(see instructions)*	8 ☐		
Section 210-A.5(a)(2) - Mark an *X* in each box that is applicable *(see line 8 instructions)*			
Section 210-A.5(a)(2)(A)			
9 Interest from loans secured by real property	9		
10 Net gains from sales of loans secured by real property	10		
11 Interest from loans **not** secured by real property (QFI ☐)	11		
12 Net gains from sales of loans **not** secured by real property (QFI ☐)	12		
Section 210-A.5(a)(2)(B) (QFI ☐)			
13 Interest from federal debt	13		
14			
15 Interest from NYS and its political subdivisions debt	15		
16 Net gains from federal, NYS, and NYS political subdivisions debt	16		
17 Interest from other states and their political subdivisions debt	17		
18 Net gains from other states and their political subdivisions debt	18		
Section 210-A.5(a)(2)(C) (QFI ☐)			
19 Interest from asset-backed securities and other government agency debt	19		
20 Net gains from government agency debt or asset-backed securities sold through an exchange	20		
21 Net gains from all other asset-backed securities	21		
Section 210-A.5(a)(2)(D) (QFI ☐)			
22 Interest from corporate bonds	22		
23 Net gains from corporate bonds sold through broker/dealer or licensed exchange	23		
24 Net gains from other corporate bonds	24		
Section 210-A.5(a)(2)(E)			
25 Net interest from reverse repurchase and securities borrowing agreements	25		
Section 210-A.5(a)(2)(F)			
26 Net interest from federal funds	26		
Section 210-A.5(a)(2)(I) (QFI ☐)			
27 Net income from sales of physical commodities	27		
Section 210-A.5(a)(2)(J) (QFI ☐)			
28 Marked to market net gains	28		
Section 210-A.5(a)(2)(H) (QFI ☐) **210-A.5(a)(2)(G)** (QFI ☐)			
29 Interest from other financial instruments	29		
30 Net gains and other income from other financial instruments	30		

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CEOCAST INC. 13-4119009

Part 6 - Computation of business apportionment factor *(continued)*

		A - New York State	B - Everywhere
Section 210-A.5(b)			
31 Brokerage commissions	31		
32 Margin interest earned on behalf of brokerage accounts	32		
33 Fees for advisory services for underwriting or management of underwriting	33		
34 Receipts from primary spread of selling concessions	34		
35 Receipts from account maintenance fees	35		
36 Fees for management or advisory services	36		
37 Interest from an affiliated corporation	37		
Section 210-A.5(c)			
38 Interest, fees, and penalties from credit cards	38		
39 Service charges and fees from credit cards	39		
40 Receipts from merchant discounts	40		
41 Receipts from credit card authorizations and settlement processing	41		
42 Other credit card processing receipts	42		
Section 210-A.5(d)			
43 Receipts from certain services to investment companies	43		
Section 210-A.5-a			
44 Global intangible low-taxed income	44	0.00	
Section 210-A.6			
45 Receipts from railroad and trucking business	45		
Section 210-A.6-a			
46 Receipts from the operation of vessels	46		
Section 210-A.7			
47 Receipts from air freight forwarding	47		
48 Receipts from other aviation services	48		
Section 210-A.8			
49 Advertising in newspapers or periodicals	49		
50 Advertising on television or radio	50		
51 Advertising via other means	51		
Section 210-A.9			
52 Transportation or transmission of gas through pipes	52		
Section 210-A.10			
53 Receipts from other services/activities not specified	53		
Section 210-A.11			
54 Discretionary adjustments	54		
Total receipts			
55 Add lines 1 through 54 in columns A and B	55		

Calculation of business apportionment factor

56 New York State business apportionment factor *(divide line 55, column A by line 55, column B and enter the resulting decimal here; round to the sixth decimal place after the decimal point; see instructions)* 56 1.000000

Enter line 56 on Part 3, *Computation of tax on business income base,* line 14; and on Part 4, *Computation of tax* on capital base, line 12.

Part 7- Summary of tax credits claimed

1 Have you been convicted of an offense, or are you an owner of an entity convicted of an offense, defined in New York State Penal Law, Article 200 or 496, or section 195.20? *(see Form CT-1; mark an **X** in one box)* ..... **1** Yes ☐ No ☒

Enter in the appropriate box below the amount of each tax credit **used** to reduce the tax due shown on Part 2, line 2, and attach the corresponding properly completed claim form. The amount of credit to enter is computed on each credit form and carried to this section.

CT-37		CT-606		CT-650	
CT-40		CT-607		DTF-621	
CT-41		CT-611		DTF-622	
CT-43		CT-611.1		DTF-624	
CT-44		CT-611.2		DTF-630	
CT-46		CT-612		Other credits	
CT-47		CT-613			
CT-236		CT-631			
CT-238		CT-633			
CT-239		CT-634			
CT-241		CT-635			
CT-242		CT-636			
CT-243		CT-637			
CT-246		CT-638			
CT-248		CT-640			
CT-249		CT-641			
CT-250		CT-642			
CT-261		CT-643			
CT-501		CT-644			
CT-601		CT-645			
CT-602		CT-646			
CT-603		CT-647			
CT-604		CT-648			
CT-605		CT-649			

2 Total tax credits claimed above *(enter here and on Part 2, line 3; attach appropriate form for each credit claimed)* **2**

3 Total tax credits claimed that are refund eligible *(see instructions)* **3**

4a If you claimed the QEZE tax reduction credit and you had a 100% zone allocation factor, mark an ***X*** in the box ..... **4a** ☐

4b If you claimed the tax-free NY area tax elimination credit, and you had a 100% area allocation factor, mark an ***X*** in the box ..... **4b** ☐

4c If you claimed the tax-free NY area excise tax on telecommunications credit and you had a 100% area allocation factor, mark an ***X*** in the box ..... **4c** ☐

Department of Taxation and Finance

Prior Net Operating Loss Conversion (PNOLC) Subtraction

CT-3.3

NEW YORK STATE 2019

Legal name of corporation	Employer identification number (EIN)
CEOCAST INC.	13-4119009

Attach to Form CT-3 or CT-3-A. **All** filers complete **all** schedules.

CT-3-A filers: Enter the total number of members in the combined group in the current tax period *(see instructions)* .....

Schedule A - PNOLC subtraction pool detail and tax period allotment (see instructions)

All filers: Complete all information each tax period.

CT-3-A filers: Enter all requested information in each column for **each** combined member that was in the group for the tax period.

	A CT-3 filer or CT-3-A combined members			B Base year end date
	Name	EIN	If non-taxpayer mark an X	
A	CEOCAST INC.	13-4119009		12-31-14
B				
C				
D				
E				
F				
G				
H				
I				
J				

	C Tax period count	D Unabsorbed net operating loss (UNOL)	E PNOLC subtraction pool	F PNOLC subtraction allotment %	G Tax period PNOLC subtraction allotment *(column E x column F)*	H Remaining PNOLC subtraction pool *(column E - (column C x column G))*
A	5	193,060.	210,881.	100%	0.	0.
B						
C						
D						
E						
F						
G						
H						
I						
J						
Totals from attached sheet(s)						
1 Totals	1	193,060.	210,881.		0.	0.

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CEOCAST INC. 13-4119009

Schedule B - Overall limitation on PNOLC subtraction *(All filers must complete Schedule B)*

1	Apportioned business income after addback for the current tax period *(from Form CT-3 or CT-3-A, Part 3, line 15; if zero or less, enter **0** on line 5)*	1	0.
2	Multiply line 1 by your appropriate business income base tax rate for the current tax period from the *Tax rates schedule* table 1, 2, 3, or 4 in Form CT-3-I or CT-3-A-I *(round the result up to the next highest whole dollar)*	2	
3	Greater of the capital base tax or the fixed dollar minimum tax for the current tax period *(from Form CT-3 or CT-3-A, Part 2, line 1b or 1c)*	3	25.
4	Subtract line 3 from line 2 *(if zero or less, enter **0**)*	4	0.
5	Maximum amount of the PNOLC subtraction to be deducted in the current tax period *(if line 4 is zero, enter **0** ; otherwise, divide line 4 by the same tax rate used for line 2)*	5	0.

Schedule C - Computation of PNOLC subtraction used and unused amount carried forward

(see instructions)

1	Tax period PNOLC subtraction allotment *(from Schedule A, line 1, column G)*	1	0.
2	Unused PNOLC subtraction carried forward from prior tax period *(see instructions)*	2	198,450.
3	PNOLC subtraction available for use this tax period *(add lines 1 and 2)*	3	198,450.
4	PNOLC subtraction used in the current tax period *(see instructions)*	4	0.
5	Unused PNOLC subtraction to be carried forward *(see instructions)*	5	198,450.
6	Remaining PNOLC subtraction pool *(from Schedule A, line 1, column H)*	6	0.
7	Unexhausted PNOLC subtraction *(add lines 5 and 6)*	7	198,450.

Note: You **must** complete and attach Form CT-3.3 to Form CT-3 or CT-3-A for each tax period for which you or any member of the combined group claim a PNOLC subtraction or carry a PNOLC subtraction balance.

NEW YORK STATE 2019

Department of Taxation and Finance

Net Operating Loss Deduction (NOLD)

CT-3.4

Legal name of corporation	Employer identification number (EIN)
CEOCAST INC.	13-4119009

Attach to Form CT-3 or CT-3-A; see Form CT-3.4-I before completing.

1	Multiply Form CT-3 or CT-3-A, Part 3, line 17, by your appropriate business income base tax rate for the current year from the *Tax rates schedule* in Form CT-3-I or CT-3-A-I *(see instructions)*	1	0.
2	Enter the greater of the capital base tax or the fixed dollar minimum tax for the current tax year *(from Form CT-3 or CT-3-A, Part 2, line 1b or 1c)*	2	25.
3	Subtract line 2 from line 1	3	0.
4	Maximum allowable amount of the NOLD to be deducted in the current tax year *(divide line 3 by the same business income base tax rate used for line 1; do not enter less than zero)*	4	0.

Computation of available net operating losses (NOLs) *(see instructions)*

5a	NOLs incurred on or after January 1, 2015 and before current year, which have not been previously used	5a	90,103.		
5b	NOL incurred in the current year	5b	20,411.		
5c	Carryback of NOL from a subsequent year	5c			
5d	Add lines 5a through 5c	5d	110,514.		
5e	NOLs expired before current year	5e			
5	Total NOLs available in this period *(subtract line 5e from line 5d)*		STMT 1	5	110,514.
6	NOLD to be used in the current tax year *(see instructions)*			6	0.
7	Unused NOLD *(subtract line 6 from line 5; do not enter less than zero)*			7	110,514.

Schedule A - Apportioned business income or loss *(must be completed for each tax period; see instructions)*

If you are making the election to waive carryback of the current-year NOL, mark an ***X*** in the box ☐

A Tax period beginning and ending dates	B Amount from Form CT-3 or CT-3-A, Part 3, line 17 for the period in column A	C When column B is not a loss, enter the ending dates of the tax period(s) that generated an NOL used to reduce the amount in column B *(see instructions)*
01-01-19 12-31-19	-20,411.	
01-01-18 12-31-18	-24,008.	
01-01-17 12-31-17	1,154.	
01-01-16 12-31-16	-66,095.	

Note: *You **must** complete and attach Form CT-3.4 to Form CT-3 or CT-3-A each tax year.*

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CEOCAST INC. 13-4119009

Schedule B - New members included in the combined group for the current tax period; Form CT-3-A filers only *(see instructions)*

A Name	B EIN	C NOL available at the beginning of this tax period	D Beginning date of this tax period (mm-dd-yy)	E Ending date of this tax period (mm-dd-yy)

Schedule C - Former members not included in the combined group for the current tax period; Form CT-3-A filers only *(see instructions)*

A Name	B EIN	C NOL available at the beginning of this tax period	D Beginning date of this tax period (mm-dd-yy)	E Ending date of this tax period (mm-dd-yy)

NY NET OPERATING LOSS INCURRED AFTER 2014 STATEMENT 1

TAX YEAR	LOSS SUSTAINED	LOSS PREVIOUSLY APPLIED	LOSS REMAINING	AVAILABLE THIS YEAR
12/31/16	66,095.	0.	66,095.	66,095.
12/31/18	24,008.	0.	24,008.	24,008.
12/31/19	20,411.	0.	20,411.	20,411.
TOTAL NOLD AFTER 2014 - FORM CT-3.4, LINE 5			110,514.	110,514.
NOLD USED THIS YEAR - FORM CT-3.4, LINE 6			0.	
NOLD CARRIED FORWARD - FORM CT-3.4, LINE 7			110,514.	

NEW YORK STATE 2019

CT-3-M

Department of Taxation and Finance

General Business Corporation MTA Surcharge Return

Tax Law - Article 9-A, Section 209-B

Caution: This form must be used **only** for tax periods beginning on or after January 1, 2019. If you use it for any prior periods, the return will **not** be processed and will **not** be considered timely filed. As a result, penalties and interest may be incurred.

Amended return ☐ **All filers must enter tax period:** beginning 01-01-19 ending 12-31-19

Employer identification number (EIN)	File number	Business telephone number	If you claim an overpayment, mark an X in the box
13-4119009	AA5		☐

Legal name of corporation	Trade name/ DBA
CEOCAST INC.	

Mailing name (if different from legal name above)	State or country of incorporation	Date received (for Tax Dept use only)
c/o	NY	
Number and street or PO box: 211 EAST 43RD STREET, 4TH FLOOR	Date of incorporation: 05-23-00	
City: NEW YORK State: NY ZIP code: 10017	Foreign corporations: date began business in NYS	

If you need to update your address or phone information for corporation tax, or other tax types, you can do so online. See *Business information* in Form CT-1.

File this form with your Form CT-3 or CT-3-A. Before completing this return, see Form CT-3-M-I, *Instructions for Form CT-3-M.*

			Payment enclosed
A.	Pay amount shown on line 12. Make payable to: ***New York State Corporation Tax***		
⬅	Attach your payment here. Detach all check stubs. *(See instructions for details.)*	**A**	0.

Computation of MTA surcharge

1	New York State franchise tax *(see instructions)*	1	25.
2	MCTD apportionment percentage from line 83	2	100.0000 %
3	Apportioned franchise tax *(multiply line 1 by line 2)*	3	25.
4	MTA surcharge *(multiply line 3 by 28.9% (.289))*	4	7.
5a			
5b			
6			
7	Total prepayments from line 92	7	7.
8a	Underpayment *(subtract line 7 from line 4)*	8a	
8b	Additional amount for 2020 MFI *(see instructions)*	8b	
8c	Total of lines 8a and 8b	8c	
9	Estimated tax penalty *(see instructions; mark an **X** in the box if Form CT-222 is attached)* ☐	9	
10	Interest on late payment *(see instructions for Form CT-3 or CT-3-A)*	10	
11	Late filing and late payment penalties *(see instructions for Form CT-3 or CT-3-A)*	11	
12	Balance due *(add lines 8c through 11 and enter here;* ***enter the payment amount on line A above)***	12	0.
13a	Excess prepayments *(subtract line 4 from line 7)*	13a	
13b	Amount previously credited to 2020 MFI *(see instructions)*	13b	
13c	Overpayment *(subtract line 13b from line 13a)*	13c	
14	Amount of overpayment to be credited to New York State franchise tax *(see instructions)*	14	
15	Amount of overpayment to be credited to MTA surcharge for next period *(see instructions)*	15	
16	Amount of overpayment to be refunded *(see instructions)*	16	

Schedule A - Computation of MCTD apportionment percentage *(see instructions)*

Average value of property *(see instructions)*		A MCTD	B New York State
17 Real estate owned *(see instructions)*	17		
18 Real estate rented *(see instructions)*	18		
19 Inventories owned	19		
20 Tangible personal property owned *(see instructions)*	20		
21 Tangible personal property rented *(see instructions)*	21		
22 Total *(add lines 17 through 21 in columns A and B)*	22		
23 MCTD property factor *(divide line 22, column A, by line 22, column B)*	23	%	

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Receipts from: *(see instructions for lines 24 through 76)*		A MCTD	B New York State
Section 210-A.2			
24 Sales of tangible personal property	24		
25 Sales of electricity	25		
26 Net gains from sales of real property	26		
Section 210-A.3			
27 Rentals of real and tangible personal property	27		
28 Royalties from patents, copyrights, trademarks, and similar intangible personal property	28		
29 Sales of rights for certain closed-circuit and cable TV transmissions of an event	29		
Section 210-A.4			
30 Sale, licensing, or granting access to digital products	30		

Section 210-A.5(a)(1) - Fixed percentage method for qualified financial instruments (QFIs)

31 If this irrevocable election was made on Form CT-3 or CT-3-A, mark an ***X*** in the box *(see Form CT-3-I or CT-3-A-I, line 8 instructions)* **31** ☐

Section 210-A.5(a)(2) - Mark an ***X*** in each box that is applicable *(see Form CT-3-I or CT-3-A-I line 8 instructions)*

Section 210-A.5(a)(2)(A)			
32 Interest from loans secured by real property	32		
33 Net gains from sales of loans secured by real property	33		
34 Interest from loans **not** secured by real property (QFI ☐)	34		
35 Net gains from sales of loans **not** secured by real property (QFI ☐)	35		
Section 210-A.5(a)(2)(B) (QFI ☐)			
36 Interest from federal debt	36		
37			
38 Interest from NYS and its political subdivisions debt	38		
39 Net gains from federal, NYS, and NYS political subdivisions debt	39		
40 Interest from other states and their political subdivisions debt	40		
41 Net gains from other states and their political subdivisions debt	41		
Section 210-A.5(a)(2)(C) (QFI ☐)			
42 Interest from asset-backed securities and other government agency debt	42		
43 Net gains from government agency debt or asset-backed securities sold through an exchange	43		
44 Net gains from all other asset-backed securities	44		
Section 210-A.5(a)(2)(D) (QFI ☐)			
45 Interest from corporate bonds	45		
46 Net gains from corporate bonds sold through broker/dealer or licensed exchange	46		
47 Net gains from other corporate bonds	47		
Section 210-A.5(a)(2)(E)			
48 Net interest from reverse repurchase and securities borrowing agreements	48		
Section 210-A.5(a)(2)(F)			
49 Net interest from federal funds	49		
Section 210-A.5(a)(2)(I) (QFI ☐)			
50 Net income from sales of physical commodities	50		
Section 210-A.5(a)(2)(J) (QFI ☐)			
51 Marked to market net gains	51		
Section 210-A.5(a)(2)(H) (QFI ☐) **210-A.5(a)(2)(G)** (QFI ☐)			
52 Interest from other financial instruments	52		
53 Net gains and other income from other financial instruments	53		

Receipts from: (continued)		A MCTD	B New York State
Section 210-A.5(b)			
54 Brokerage commissions	**54**		
55 Margin interest earned on behalf of brokerage accounts	**55**		
56 Fees for advisory services for underwriting or management of underwriting	**56**		
57 Receipts from primary spread of selling concessions	**57**		
58 Receipts from account maintenance fees	**58**		
59 Fees for management or advisory services	**59**		
60 Interest from an affiliated corporation	**60**		
Section 210-A.5(c)			
61 Interest, fees, and penalties from credit cards	**61**		
62 Service charges and fees from credit cards	**62**		
63 Receipts from merchant discounts	**63**		
64 Receipts from credit card authorizations and settlement processing	**64**		
65 Other credit card processing receipts	**65**		
Section 210-A.5(d)			
66 Receipts from certain services to investment companies	**66**		
Section 210-A.5-a			
67 Global intangible low-taxed income	**67**		
Section 210-A.6			
68 Receipts from railroad and trucking business	**68**		
Section 210-A.6-a			
69 Receipts from the operation of vessels	**69**		
Section 210-A.7			
70 Receipts from air freight forwarding	**70**		
71 Receipts from other aviation services	**71**		
Section 210-A.8			
72 Advertising in newspapers or periodicals	**72**		
73 Advertising on television or radio	**73**		
74 Advertising via other means	**74**		
Section 210-A.9			
75 Transportation or transmission of gas through pipes	**75**		
Section 210-A.10			
76 Receipts from other services/activities not specified	**76**		
Section 210-A.11			
77 Discretionary adjustments	**77**		
78 Total *(add lines 24 through 77 in columns A and B)*	**78**		
79 MCTD receipts factor *(divide line 78, column A, by line 78, column B)*	**79**	%	

Payroll		A MCTD	B New York State
80 Wages and other compensation of employees except general executive officers	**80**		
81 MCTD payroll factor *(divide line 80, column A, by line 80, column B)*	**81**	%	
82 Total MCTD factors *(add lines 23, 79, and 81)*	**82**	%	
83 MCTD apportionment percentage *(Divide line 82 by three; if a factor is missing, see instructions. Enter here and on line 2.)*	**83**	100.0000 %	

Composition of prepayments claimed on line 7 *(see instructions)*		Date paid	Amount
84 Mandatory first installment from Form CT-300 *(see instructions)*	**84**		
85 Second installment from Form CT-400	**85**		
86 Third installment from Form CT-400	**86**		
87 Fourth installment from Form CT-400	**87**		
88 Payment with extension request from Form CT-5, line 10, or Form CT-5.3, line 13	**88**		
89 Overpayment credited from prior years *(see instructions)*	**89**		
90 Add lines 84 through 89	**90**		
91 Overpayment credited from Form CT- 3 Period 12-19	**91**		7.
92 Total prepayments *(add lines 90 and 91; enter here and on line 7)*	**92**		7.

Third - party designee (see instructions)	Yes [X] No [ ]	Designee's name (print) HOWARD BRODMAN	Designee's phone number 212-838-5100
	Designee's email address		PIN

Certification: I certify that this return and any attachments are to the best of my knowledge and belief true, correct, and complete.

Authorized person	Printed name of authorized person	Signature of authorized person	Official title PRESIDENT
	Email address of authorized person	Telephone number	Date

Paid preparer use only *(see instr.)*	Firm's name (or yours if self-employed) RBSM ADVISORS	Firm's EIN 20-5907963	Preparer's PTIN or SSN P00021944
	Signature of individual preparing this return	Address 805 THIRD AVENUE	City NEW YORK State NY ZIP code 10022
	Email address of individual preparing this return HBRODMAN@RBSMLLP.COM	Preparer's NYTPRIN or	Excl. code 03 Date 09-01-20

See instructions for where to file.

NYC Department of Finance	N Y C 579-COR	NEW YORK CITY DEPARTMENT OF FINANCE **Signature Authorization for E-Filed Business Corporation Tax Return**	2019

ELECTRONIC RETURN ORIGINATORS (ERO): DO NOT MAIL THIS FORM TO THE DEPARTMENT OF FINANCE. KEEP THIS FOR YOUR RECORDS.

LEGAL NAME OF CORPORATION: CEOCAST INC.	EMPLOYER IDENTIFICATION NUMBER 13-4119009
EMAIL ADDRESS:	TYPE OF RETURN: ___ NYC-EXT ___ NYC-EXT.1 ___ NYC-300 (2020) ___ NYC-400 (2020) X NYC-2 ___ NYC-2A ___ NYC-2S

Financial Institution Information - *must be included if electronic payment is authorized*

AMOUNT OF AUTHORIZED DEBIT:	FINANCIAL INSTITUTION ROUTING NUMBER:	FINANCIAL INSTITUTION ACCOUNT NUMBER:

Part A - Declaration and authorization of corporate officer for Forms NYC-2, NYC-2A, NYC-2S, NYC-EXT, NYC-EXT.1, NYC-300 or NYC-400

Under penalty of perjury, I declare that I am an officer of the corporation authorized to act on behalf of the above-named corporation, and that I have examined the information on its 2019 New York City electronically filed corporation tax return, including any accompanying schedules, attachments, and statements or other report checked above, and to the best of my knowledge and belief, the electronically filed corporation tax return or other report is true, correct, and complete. The ERO has my consent to send the 2019 New York City electronically filed corporation tax return or other report checked above to New York City Department of Finance through the Internal Revenue Service. I authorize the ERO to enter my PIN as my signature on the 2019 New York City electronically filed corporation tax return or other report, or I will enter my PIN as my signature on the 2019 New York City electronically filed corporation tax return or other report. If I am paying the New York City corporation tax owed by electronic funds withdrawal, I authorize the New York City Department of Finance and its designated financial agents to initiate an electronic funds withdrawal from the financial institution account indicated on the corporation's 2019 New York City electronically filed corporation tax return or other report, and I authorize the financial institution to debit the amount from that account.

Officer's PIN (mark an X in one box only)

___ I authorize _____ to enter my PIN: [ ]
ERO FIRM NAME
as my signature on the corporation's 2019 electronically filed corporation tax return or other report checked above.

X As an authorized person of the corporation, I will enter my PIN as my signature on the corporation's 2019 electronically filed corporation tax return or other report checked above.

Signature of authorized person	Official title: PRESIDENT	Date

Part B - Declaration of electronic return originator (ERO) and paid preparer

Under penalty of perjury, I declare that the information contained in the above-named corporation's 2019 New York City electronically filed corporation tax return or other report checked above is the information furnished to me by the corporation's authorized officer. If the corporate officer furnished me with a completed 2019 New York City paper corporation tax return or other report signed by a paid preparer, I declare that the information contained in the corporation's 2019 New York City electronically filed corporation tax return or report is identical to that contained in the paper return or report. If I am the paid preparer, under penalty of perjury I declare that I have examined this 2019 New York City electronically filed corporation tax return or other report, and, to the best of my knowledge and belief, the return or other report is true, correct, and complete. I have based this declaration on all information available to me.

ERO EFIN/PIN: Enter your six-digit EFIN followed by your five digit PIN: 54472698765

ERO's Signature	Print Name	Date
Paid Preparer's Signature	HOWARD BRODMAN	09/01/20

PURPOSE - A completed Form NYC-579-COR provides documentation that an ERO has been authorized to electronically file the Business Corporation Tax return or other report. The officer of the corporation who is authorized to sign the corporation's returns may designate the ERO to electronically sign the return or other report by entering the officer's personal identification number (PIN). The form also authorizes payment of tax due on an electronically submitted return or report by an automatic clearing house (ACH) debit from a designated checking or savings account of the corporation. **You cannot revoke this authorization.**

GENERAL INSTRUCTIONS - Part A must be completed by an officer of the corporation who is authorized to sign the corporation's return or report before the ERO transmits the electronically filed Form NYC-2A (Combined Business Corporation Tax Return); NYC-2 (Business Corporation Tax Return); NYC-2S (Business Corporation Tax Return); NYC-EXT (Application for 6-month Extension to File Business Income Tax Return); NYC-EXT.1 (Application for Additional Extension); NYC-300 (Mandatory First Installment (MFI) by Business C Corporations) or NYC-400 (Declaration of Estimated Tax by Business Corporations and Subchapter S General Corporations).

EROs/paid preparers must complete Part B prior to transmitting electronically filed corporation tax returns or reports (Forms NYC-2, NYC-2A, NYC-2S, NYC-EXT, NYC-EXT.1, NYC-300 or NYC-400). Both the paid preparer and the ERO are required to sign Part B. However, if an individual performs as both the paid preparer and the ERO, he or she is only required to sign as the paid preparer. It is not necessary to include the ERO signature in this case.

Do not mail Form NYC-579-COR to the Department of Finance. The EROs/paid preparers must keep the completed Form NYC-579-COR for three years from the due date of the return or report or the date the return or report was filed, whichever is later, and must present it to the Department of Finance upon request.

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NYC Department of Finance	N Y C 579-COR	NEW YORK CITY DEPARTMENT OF FINANCE **Signature Authorization for E-Filed Business Corporation Tax Return**	2019

ELECTRONIC RETURN ORIGINATORS (ERO): DO NOT MAIL THIS FORM TO THE DEPARTMENT OF FINANCE. KEEP THIS FOR YOUR RECORDS.

LEGAL NAME OF CORPORATION: CEOCAST INC.	EMPLOYER IDENTIFICATION NUMBER 13-4119009
EMAIL ADDRESS:	TYPE OF RETURN: X NYC-EXT ___ NYC-EXT.1 ___ NYC-300 (2020) ___ NYC-400 (2020) ___ NYC-2 ___ NYC-2A ___ NYC-2S

Financial Institution Information - *must be included if electronic payment is authorized*

AMOUNT OF AUTHORIZED DEBIT:	FINANCIAL INSTITUTION ROUTING NUMBER:	FINANCIAL INSTITUTION ACCOUNT NUMBER:

Part A - Declaration and authorization of corporate officer for Forms NYC-2, NYC-2A, NYC-2S, NYC-EXT, NYC-EXT.1, NYC-300 or NYC-400

Under penalty of perjury, I declare that I am an officer of the corporation authorized to act on behalf of the above-named corporation, and that I have examined the information on its 2019 New York City electronically filed corporation tax return, including any accompanying schedules, attachments, and statements or other report checked above, and to the best of my knowledge and belief, the electronically filed corporation tax return or other report is true, correct, and complete. The ERO has my consent to send the 2019 New York City electronically filed corporation tax return or other report checked above to New York City Department of Finance through the Internal Revenue Service. I authorize the ERO to enter my PIN as my signature on the 2019 New York City electronically filed corporation tax return or other report, or I will enter my PIN as my signature on the 2019 New York City electronically filed corporation tax return or other report. If I am paying the New York City corporation tax owed by electronic funds withdrawal, I authorize the New York City Department of Finance and its designated financial agents to initiate an electronic funds withdrawal from the financial institution account indicated on the corporation's 2019 New York City electronically filed corporation tax return or other report, and I authorize the financial institution to debit the amount from that account.

Officer's PIN (mark an X in one box only)

___ I authorize _____ to enter my PIN: [ ]
ERO FIRM NAME
as my signature on the corporation's 2019 electronically filed corporation tax return or other report checked above.

X As an authorized person of the corporation, I will enter my PIN as my signature on the corporation's 2019 electronically filed corporation tax return or other report checked above.

Signature of authorized person	Official title: PRESIDENT	Date

Part B - Declaration of electronic return originator (ERO) and paid preparer

Under penalty of perjury, I declare that the information contained in the above-named corporation's 2019 New York City electronically filed corporation tax return or other report checked above is the information furnished to me by the corporation's authorized officer. If the corporate officer furnished me with a completed 2019 New York City paper corporation tax return or other report signed by a paid preparer, I declare that the information contained in the corporation's 2019 New York City electronically filed corporation tax return or report is identical to that contained in the paper return or report. If I am the paid preparer, under penalty of perjury I declare that I have examined this 2019 New York City electronically filed corporation tax return or other report, and, to the best of my knowledge and belief, the return or other report is true, correct, and complete. I have based this declaration on all information available to me.

ERO EFIN/PIN: Enter your six-digit EFIN followed by your five digit PIN: 54472698765

ERO's Signature	Print Name	Date
Paid Preparer's Signature	Print Name: HOWARD BRODMAN	Date

PURPOSE - A completed Form NYC-579-COR provides documentation that an ERO has been authorized to electronically file the Business Corporation Tax return or other report. The officer of the corporation who is authorized to sign the corporation's returns may designate the ERO to electronically sign the return or other report by entering the officer's personal identification number (PIN). The form also authorizes payment of tax due on an electronically submitted return or report by an automatic clearing house (ACH) debit from a designated checking or savings account of the corporation. **You cannot revoke this authorization.**

GENERAL INSTRUCTIONS - Part A must be completed by an officer of the corporation who is authorized to sign the corporation's return or report before the ERO transmits the electronically filed Form NYC-2A (Combined Business Corporation Tax Return); NYC-2 (Business Corporation Tax Return); NYC-2S (Business Corporation Tax Return); NYC-EXT (Application for 6-month Extension to File Business Income Tax Return); NYC-EXT.1 (Application for Additional Extension); NYC-300 (Mandatory First Installment (MFI) by Business C Corporations) or NYC-400 (Declaration of Estimated Tax by Business Corporations and Subchapter S General Corporations).

EROs/paid preparers must complete Part B prior to transmitting electronically filed corporation tax returns or reports (Forms NYC-2, NYC-2A, NYC-2S, NYC-EXT, NYC-EXT.1, NYC-300 or NYC-400). Both the paid preparer and the ERO are required to sign Part B. However, if an individual performs as both the paid preparer and the ERO, he or she is only required to sign as the paid preparer. It is not necessary to include the ERO signature in this case.

Do not mail Form NYC-579-COR to the Department of Finance. The EROs/paid preparers must keep the completed Form NYC-579-COR for three years from the due date of the return or report or the date the return or report was filed, whichever is later, and must present it to the Department of Finance upon request.

NYC
Department of Finance

NYC-200V

PAYMENT VOUCHER

59 Maiden Lane, 19th Floor
New York, NY 10038-4502
nyc.gov/finance

CEOCAST INC.
211 EAST 43RD STREET, 4TH FLOO
NEW YORK, NY 10017

EIN/SSN: 13-4119009
PERIOD BEGIN: 01-01-2019
PERIOD END: 12-31-2019

General Information
File form NYC-200V if you are filing a paper return and there is a balance due. Submit your check with this form. Do not send the check with the return. If you filed your New York City return or extension electronically but did not pay the amount due electronically with the return, you may file a paper NYC-200V with a check, or you may file a Form NYC-200V online and pay online at **nyc.gov/eservices.**
Your form NYC-200V and payment must be postmarked by the return due date to avoid late payment penalties and interest.

EIN/SSN
Individuals and Single-Member LLCs should file using a Social Security Number. Estates and Trusts and Partnerships should file using an Employer Identification Number.

Payment
The amount you pay should be the amount shown on your e-filed or paper New York City return or extension. Make your check or money order payable in US funds to New York City Department of Finance.

Where to Mail
Mail your payment to:

New York City Department of Finance
P.O. Box 3933
New York, NY 10008-3933

Paying electronically is fast, secure and easy. Go to **nyc.gov/eservices** ***for more information.***

2019

994331 09-18-19

PLEASE DETACH ALONG THE DOTTED LINE

05

NYC
Department of Finance

NYC-200V

PAYMENT VOUCHER

CEOCAST INC.
211 EAST 43RD STREET, 4TH FLOO
NEW YORK, NY 10017

EIN/SSN: 13-4119009
PERIOD BEGIN: 01-01-2019
PERIOD END: 12-31-2019

TAX TYPE	FORM NAME
COR	NYC-EXT

NYC DEPARTMENT OF FINANCE
P.O. BOX 3933
NEW YORK, NY 10008-3933

Payment Amount Enclosed

25.00

Make Remittance Payable to: NYC Department of Finance

400 001 000000001341190 09 12312019 00000000000 07 0000002500 4

COVID-19

NYC - EXT

Department of Finance

APPLICATION FOR AUTOMATIC EXTENSION OF TIME TO FILE BUSINESS INCOME TAX RETURNS

2019

___ **Final Return** - Check this box if you have ceased operations.

PRINT OR TYPE **For CALENDAR YEAR 2019 or Fiscal Year beginning** **and ending**

Name (if combined corporate filer, give name of reporting corporation) — Name Change ___

CEOCAST INC.

In Care of

Unincorporated Business-Individuals Only → First Name | Last Name — Name Change ___

Business address (number and street) — Address Change ___

211 EAST 43RD STREET, 4TH FLOOR

City and State: NEW YORK, NY | ZIP Code: 10017 | Country (if not US)

Business Telephone Number | Email Address

EMPLOYER IDENTIFICATION NUMBER
13-4119009

OR
SOCIAL SECURITY NUMBER
(FOR UNINCORPORATED BUSINESS-INDIVIDUALS ONLY)

BUSINESS CODE NO. AS PER FEDERAL RETURN
541990

CV Enter 2-character special condition code, if applicable (see instructions)

Tax Type

Corporation Tax			Unincorporated Business Tax (UBT)	
X **Business C Corporations only**	___ **General-Subchapter S Corporations and Qualified Subchapter S Subsidiaries only**	___ **Banking Subchapter S Corporations only**	___ **Partnership**	___ **Individuals Single-Member LLCs, Estates or Trusts**
NYC-2 **NYC-2A** **NYC-2S**	**NYC-3L** **NYC-3A** **NYC-4S** **NYC-4SEZ**	**NYC-1** **NYC-1A**	**NYC-204** **NYC-204EZ**	**NYC-202** **NYC-202S** **NYC-202EIN**

___ Check the box if the organization is a corporation and is the common parent of a group that intends to file a combined return. If checked, attach a schedule, listing the name, address and Employer Identification Number (EIN) for each member covered by this application.

Payment Information

For payment amount, refer to the tax form for the tax that you will be filing after the extension period.
Finance forms and instructions are available on line at **NYC.gov/finance**.

			Payment Amount
A. Payment	Amount included with form. Make payable to: *NYC Department of Finance*	A.	25.

1. Current Year Estimated Tax ..... 1. 25.
2. If amount on line 1 exceeds $1,000, enter 25% of line 1
   (For S Corporations only -- for UBT and C Corporations leave blank) ..... 2.
3. Total of lines 1 and 2 ..... 3. 25.
4. Total payments and credits ..... 4.
5. Balance due. Subtract line 4 from line 3 ..... 5. 25.

CERTIFICATION OF TAXPAYER OR OF AN ELECTED OFFICER OF THE CORPORATION

I hereby certify that this form, including any accompanying rider, is, to the best of my knowledge and belief, true, correct and complete.

Signature: | Title (if an officer): | Date:

NYC-EXT 2019 - rev. 04.01.2020

31211905

994601 04-02-20

COVID-19

NYC-2 BUSINESS CORPORATION TAX RETURN 2019

Department of Finance

To be filed by C Corporations ONLY - All Subchapter S Corporations must file Form NYC-1, NYC-3L, NYC-4S or NYC-4SEZ

For CALENDAR YEAR 2019 or FISCAL YEAR beginning and ending

Name and Address		Name Change ___	Employer Identification Number
CEOCAST INC.		Address Change ___	13-4119009
211 EAST 43RD STREET, 4TH FLOOR NEW YORK, NY 10017		Country (if not US)	Business Code Number as per federal return 541990
Business telephone number	Taxpayer's email address:		
State or country of organization NEW YORK	Date organized 05-23-00		2-character special condition code, if applicable (See instructions): CV
Date business began in NYC 05-23-2000	Final Return ___	If final return, date business ended in NYC	

CHECK ALL THAT APPLY ___ Special short period return ___ 52/53-week taxable year ___ Pro-forma federal return attached ___ Claim any 9/11/01 - related federal tax benefits

___ Amended return — If the purpose of the amended return is to report a federal or state change, check the appropriate box. ___ IRS change ___ NYS change — Date of Final Determination _____

Have you attached any of the following forms to this return? If yes, check all that apply. ___ Form NYC-2.1 ___ Form NYC-2.2 X Form NYC-2.3 X Form NYC-2.4 ___ Form NYC-2.5

SCHEDULE A - Computation of Balance Due or Overpayment

Payment Amount

A. Payment	Amount being paid electronically with this return	A.	
1.	Tax on business income base *(from Schedule B, line 38)*	1.	
2.	Tax on capital base *(from Schedule C, Part 3, line 5)* Maximum Tax is $10,000,000	2.	0.
3.	Minimum tax - *(see instructions)* - NYC Gross Receipts: 60,000.	3.	25.
4.	Tax *(enter the amount from line 1, 2 or 3, whichever is largest)*	4.	25.
5.	UBT Paid Credit *(attach Form NYC-9.7C)*	5.	
6.	Tax after UBT Paid Credit *(subtract line 5 from line 4)*	6.	25.
7.	REAP Credit *(attach Form NYC-9.5)*	7.	
8.	Real Estate Tax Escalation, Employment Opportunity Relocation and IBZ Credits *(attach Form NYC-9.6)*	8.	
9.	LMREAP Credit *(see instructions and attach Form NYC-9.8)*	9.	
10.	Intentionally left blank	10.	
11.	Beer Production Credit *(attach Form NYC-9.12)*	11.	
12.	Net Tax after credits *(subtract lines 7, 8, 9 and 11 from line 6)*	12.	25.
13.	Total prepayments *(from Composition of Prepayments Schedule, page 2, line G)*	13.	25.
14.	Balance due *(subtract line 13 from line 12)*	14.	
15.	Overpayment *(subtract line 12 from line 13)*	15.	
16a.	Interest *(see instructions)* 16a.		
16b.	Additional charges *(see instructions)* 16b.		
16c.	Penalty for underpayment of estimated tax *(attach Form NYC-222)* 16c.		
17.	Total of lines 16a, 16b and 16c	17.	
18.	Net overpayment *(line 15 less line 17)*	18.	
19.	Amount of line 18 to be: **a.** Refunded - ___ Direct deposit - *fill out line 19c* **OR** ___ Paper check	19a.	
	b. Credited to 2020 estimated tax	19b.	
19c.	**Routing Number:** _____ **Account Number:** _____ **Account Type:** Checking ___ Savings ___		
20.	**TOTAL REMITTANCE DUE.** *(see instructions)*	20.	
21.	NYC rent deducted on federal tax return or NYC rent from Schedule E, part 1	21.	0.
22.	Federal Return Filed: X 1120 ___ 1120C ___ 1120F ___ 1120-RIC ___ 1120-REIT ___ 1120-H ___ Other / None		
23.	Gross receipts or sales from federal return	23.	60,000.
24.	Total assets from federal return	24.	11,234.

30711905 ATTACH COPY OF YOUR FEDERAL RETURN. SEE PAGE 2 FOR PAYMENT AND MAILING INSTRUCTIONS NYC-2 - 2019

988661
11-14-19

COMPOSITION OF PREPAYMENTS SCHEDULE

PREPAYMENTS CLAIMED ON SCHEDULE A, LINE 13	DATE	AMOUNT
A. Mandatory First Installment paid for tax year 2019 (Do not include your mandatory first installment paid for tax year 2020)		
B. Payment with Declaration, Form NYC-400		
C. Payment with Notice of Estimated Tax Due		
D. Payment with Notice of Estimated Tax Due		
E. Payment with extension, Form NYC-EXT	03-16-20	25.
F. Overpayment from preceding year credited to this year		
G. TOTAL of A through F *(enter on Schedule A, line 13)*		25.

CERTIFICATION OF AN ELECTED OFFICER OF THE CORPORATION

I hereby certify that this return, including any accompanying rider, is,to the best of my knowledge and belief, true, correct and complete. I authorize the Dept. of Finance to discuss this return with the preparer listed below. (see instructions) YES X

Firm's Email Address: HBRODMAN@RBS

SIGN HERE Signature of officer | Title PRESIDENT | Date | Preparer's Social Security Number or PTIN P00021944

PREPARER'S USE ONLY Preparer's signature | Preparer's printed name HOWARD BRODMAN | Check if self-employed ✓ | Date 09-01-20

RBSM ADVISORS (Firm's name (or yours, if self-employed)) | 805 THIRD AVENUE NEW YORK, NY 10022 (Address, Zip Code) | Firm's Employer Identification No. 20-5907963

MAILING INSTRUCTIONS

Attach copy of all pages of your federal tax return or pro forma federal tax return. The due date for the calendar year 2019 return is on or before April 15, 2020. For fiscal years beginning in 2019, file on or before the 15th day of the 4th month following the close of the fiscal year.

ALL RETURNS EXCEPT REFUND RETURNS
NYC DEPARTMENT OF FINANCE
BUSINESS CORPORATION TAX
P.O. BOX 5564
BINGHAMTON, NY 13902-5564

REMITTANCES
PAY ONLINE WITH FORM NYC-200V AT NYC.GOV/ESERVICES
OR
Mail Payment and Form NYC-200V ONLY to:
NYC DEPARTMENT OF FINANCE
P.O. BOX 3933
NEW YORK, NY 10008-3933

RETURNS CLAIMING REFUNDS
NYC DEPARTMENT OF FINANCE
BUSINESS CORPORATION TAX
P.O. BOX 5563
BINGHAMTON, NY 13902-5563

SCHEDULE B - Computation of Tax on Business Income Base

1.	Federal taxable income (FTI) before net operating loss (NOL) and special deductions *(see instructions)*	1.	-20,411.
2.	Dividends and interest effectively connected with the conduct of a trade or business in the United States NOT included on line 1 by **alien corporations**	2.	
3.	Any other income not included on line 1 which is exempt by treaty from federal income tax but would otherwise be treated as effectively connected with the conduct of a trade or business in the United States by **alien corporations**	3.	
4.	Dividends not included on line 1 by **non-alien corporations**	4.	
5.	Interest on federal, state, municipal and other obligations not included on line 1 by **non-alien corporations**	5.	
6.	Income taxes paid to the US or its possessions deducted on federal return	6.	
7.	NYS Franchise Tax, including MTA taxes and other business taxes deducted on the federal return (see inst; attach rider)	7.	
8.	NYC Corporate Taxes deducted on federal return *(see instructions)*	8.	
9.	Adjustments relating to employment opportunity relocation cost credit and IBZ credit	9.	
10.	Adjustments relating to real estate tax escalation credit	10.	
11.	ACRS depreciation and/or adjustments *(attach Form NYC-399 and/or NYC-399Z)*	11.	
12.	Payment for use of intangibles	12.	
13.	Intentionally Omitted	13.	
14.	Other additions *(see instructions; attach rider)*	14.	
15.	Total of *lines 1 through 14*	15.	-20,411.
16.	Gain on sale of certain property acquired prior to 1/1/66 *(see instructions)*	16.	
17.	NYC and NYS tax refunds included in line 15 *(see instructions)*	17.	
18.	Wages and salaries subject to IRC §280C deduction disallowance *(see instructions)*	18.	
19.	Depreciation and/or adjustment calculated under pre-ACRS or pre-9/11/01 rules *(attach Form NYC-399 and/or NYC-399Z; see instructions)*	19.	
20.	Other subtractions *(see instructions) (attach rider)*	20.	
21.	Total subtractions *(add lines 16 through 20)*	21.	
22.	Net modifications to federal taxable income *(subtract line 21 from line 15)*	22.	-20,411.
23.	Subtraction modification for qualified banks and other qualified lenders (from Form NYC-2.2, Schedule A, line 1; see instructions)	23.	
24.	Entire net income *(ENI) (subtract line 23 from line 22)*	24.	-20,411.
25.	Investment and other exempt income *(from Form NYC-2.1, Schedule D, line 1)*	25.	
26.	Entire net income less investment and other exempt income	26.	-20,411.
27.	Excess interest deductions attributable to investment income, investment capital and other exempt income (from Form NYC-2.1, Schedule D, line 2)	27.	
28.	Business income *(add lines 26 and 27)*	28.	-20,411.
29.	Addback of income previously reported as investment income *(from Form NYC-2.1, Schedule F, Part 2, line 6; if zero or less, enter 0; see instructions)*	29.	
30.	Business income after addback *(add lines 28 and 29)*	30.	-20,411.
31.	Intentionally Omitted	31.	
32a.	Allocated business income after addback *(Multiply Line 30 by the business allocation percentage from either Schedule F, Part 1, Line 2 or Schedule F, Part 2, Line 5.)*	32a.	-20,411.
32b.	If the amount on line 32a is not correct, enter correct amount here and explain in rider *(see instructions)*	32b.	
33.	Prior net operating loss conversion subtraction *(from Form NYC-2.3, Schedule C, line 4)*	33.	
34.	Allocated business income less prior net operating loss conversion subtraction *(see instructions)*	34.	-20,411.
35.	Net operating loss deduction *(from Form NYC-2.4, Schedule A, line 6)*	35.	
36.	Business income base *(subtract line 35 from line 34)*	36.	-20,411.
37.	Tax rate *(see instructions)*	37.	6.5000%
38.	Tax on business income base *(multiply line 36 by line 37 and enter here and on Schedule A, line 1)*	38.	

Note: If you make an entry on line 23, 25, 27, 29, 33 or 35, you must complete and file the appropriate attachment form.

SCHEDULE C - Computation of Tax on Capital Base

Part 1 - Computation of Total Business Capital

Basis used to determine average value in column C. *Check one. (Attach detailed schedule.)*

X - Annually ___ - Semi-annually ___ - Quarterly

___ - Monthly ___ - Weekly ___ - Daily

	COLUMN A Beginning of Year	COLUMN B End of Year	COLUMN C Average Value
1. Total assets from federal return	79,914.	11,234.	45,574.
2. Real property and marketable securities included in line 1			
3. Subtract line 2 from line 1			45,574.
4. Real property and marketable securities at fair market value			
5. Adjusted total assets *(add lines 3 and 4)*			45,574.
6. Total liabilities			
7. Total capital *(subtract line 6, column C, from line 5, column C)*			7. 45,574.
8. Investment capital *(from Schedule D, line 4; if zero or less, enter 0)*			8.
9. Business capital *(subtract line 8 from line 7)*			9. 45,574.
10. Addback of capital previously reported as investment capital (from Schedule D, line 5, column C; if zero or less, enter 0)			10.
11. Total business capital *(add lines 9 and 10)*			11. 45,574.

Part 2 - Computation of Liabilities Attributable to Investment Capital and Within Business Capital

		COLUMN A	COLUMN B
1. Total liabilities *(Schedule C, Part 1, line 6) (see instructions)*	1.		0.
2. Liabilities directly attributable to investment capital (see instructions)	2.		
3. Liabilities directly attributable to business capital	3.		
4. Total liabilities directly attributable (add lines 2 and 3)	4.		
5. Total liabilities indirectly attributable (subtract line 4 from line 1)	5.		0.
6. Average FMV of investment capital before subtraction of liabilities attributable *(Form NYC-2.1, Schedule E, Part 4, Column F, line 4) (see instructions)*	6.		
7. Average FMV of adjusted total assets *(Schedule C, Part 1, line 5) (see instr.)*	7.	45,574.	
8. Investment capital factor (divide line 6 by line 7)	8.		.0000
9. Liabilities indirectly attributable to investment capital (multiply line 5 by line 8)	9.		
10. Average FMV of business capital before subtraction of liabilities attributable (subtract line 6 from line 7)	10.	45,574.	
11. Liabilities indirectly attributable to business capital (subtract line 9 from line 5)	11.		
12. Liabilities directly and indirectly attributable to business capital (add lines 3 and 11; if this line 12 exceeds line 10, STOP and do not go further) *(see instr.)*	12.		
13. Liabilities directly attributable to Insurance and Utility Capital	13.		
14. Liabilities directly attributable to General Business Capital	14.		
15. Average FMV of Insurance and Utility Capital before subtraction of liabilities attributable	15.		
16. Insurance and Utility Capital factor (divide line 15 by line 10)	16.		
17. Liabilities indirectly attributable to Insurance and Utility Capital (multiply line 16 by line 11)	17.		
18. Liabilities attributable to Insurance and Utility Capital (add lines 13 and 17)	18.		
19. Net Insurance and Utility Capital (subtract ln. 18 from line 15 and add any negative value from line 22, if this line 19 has a positive value without such addition) (see instr.)	19.		
20. Allocated Insurance and Utility Capital (multiply line 19 by the business allocation percentage from Schedule F, Part 1, line 2 or Schedule F, Part 2, line 5)	20.		
21. Liabilities attributable to General Business Capital (subtract line 2, line 9, line 13 and line 17 from line 1)	21.	0.	
22. Net General Business Capital (subtract line 15 and line 21 from line 10, add any amount on Schedule C, Part 1, line 10 and add any negative value from line 19, if this line 22 has a positive value without such addition) *(see instructions)*	22.	45,574.	

SCHEDULE C - (Continued)

Part 3 - Computation of tax on capital base

1a. Allocated General Business Capital (multiply Schedule C, Part 2, line 22 by the business allocation percentage from Schedule F, Part 1, line 2 or Schedule F, Part 2, line 5)	1a.	45,574.
1b. At tax rate 0.15% *(multiply line 1a by 0.15%)*	1b.	68.
2a. Allocated insurance and utility capital (Schedule C, Part 2 line 20) *(see instructions)*	2a.	
2b. At tax rate 0.075%. Check the appropriate box: ___ Utility Corp. ___ Insurance Corp. *(multiply line 2a by 0.075%)*	2b.	
3a. Cooperative housing corporations *(see instructions)*	3a.	
3b. At tax rate 0.04% Enter Boro _____ Block _____ Lot _____ (multiply line 3a by 0.04%)	3b.	
4. Sum of taxes on capital (Enter the sum of lines 1b, 2b and 3b here)	4.	68.
5. Tax on capital base *(Subtract $10,000 from line 4; if zero or less, enter 0 here and on Schedule A, line 2)*	5.	0.

SCHEDULE D - Computation of Investment Capital for the Current Year *(see instructions)*

	A Average fair market value as reported	B Liabilities attributable to column A amount		C Net average value *(column A- column B)*
1. Total capital that generates income claimed to not be apportionable to New York under the U.S. Constitution (from Form NYC-2.1, Sch. E, line 1) 1.			1.	
2. Total of stocks actually held for more than one year (from Form NYC-2.1, Schedule E, line 2) 2.			2.	
3. Total of stocks presumed held for more than one year (from Form NYC-2.1, Schedule E, line 3) 3.			3.	
4. Total investment capital for the current year *(add Column C, lines 1, 2 and 3; enter the result here and on Schedule C, Part 1, line 8; if zero or less, enter 0)*			4.	

Addback to business capital of stock presumed and claimed as investment capital in previous year

	A Average fair market value as reported	B Liabilities attributable to column A amount		C Net average value *(column A- column B)*
5. Total of stocks previously presumed held for more than one yr., but did not meet the holding period (from Form NYC-2.1, Sch. F, line 1; enter here and on Schedule C, Part 1, line 10) 5.			5.	

SCHEDULE E - Location of Places of Business Inside and Outside New York City

All taxpayers must complete Schedule E, Parts 1 and 2.

Part 1 - List location for each place of business INSIDE New York City (see instructions; attach rider if necessary)

Complete Address	Rent	Nature of Activities	No. of Employees	Wages, Salaries, Etc.	Duties
Total ▶					

Part 2 - List location for each place of business OUTSIDE New York City (see instructions; attach rider if necessary)

Complete Address	Rent	Nature of Activities	No. of Employees	Wages, Salaries, Etc.	Duties
Total ▶					

COMPLETE ONLY SCHEDULE F, PART 1 OR SCHEDULE F, PART 2
Taxpayers must report their Business Allocation Percentage in this schedule for this return to be accepted

Were your NYC receipts greater than $50,000,000? ____ YES X NO
If YES, fill out Schedule F, Part 1.

If NO, you may elect to use the three factor allocation method if you made this election in the prior taxable year or if this is your first Business Corporation Tax return after 1/1/18. To make the election, check the box on this line and fill out Schedule F, Part 2. If you made the election in the prior taxable year, failure to check the box will be deemed a revocation of the election (see instructions). Otherwise fill out Schedule F, Part 1 ____

SCHEDULE F, Part 1 - Computation of Single Receipts Factor Business Allocation Percentage (see instructions)

Taxpayers who do not allocate business income and business capital outside New York City must enter 100% on Schedule F, Part 1, line 2.

Taxpayers who allocate business income both inside and outside New York City must complete Schedule F, Part 1.

	COLUMN A - NEW YORK CITY	COLUMN B - EVERYWHERE
1. Receipts *(from Form NYC-2.5, line 54)* 1.		
2. Business Allocation Percentage (line 1, column A divided by line 1, column B). Round to the nearest ten-thousandth of a percentage point. (See instructions) 2.		100.0000%

SCHEDULE F, Part 2 - Computation of three Factor Business Allocation Percentage (see instructions)

Taxpayers with NYC receipts of $50,000,000 or less who allocate business income and business capital and have made the election by checking the box above Schedule F, Part 1, may use the three factor Business Allocation Percentage computation by completing Schedule F, Part 2.

		COLUMN A - NEW YORK CITY		COLUMN B - EVERYWHERE
1a. Real estate owned	1a.		1a.	
1b. Real estate rented - multiply by 8 *(see instr.) (attach rider)*	1b.		1b.	
1c. Inventories owned	1c.		1c.	
1d. Tangible personal property owned *(see instructions)*	1d.		1d.	
1e. Tangible personal property rented - multiply by 8 *(see instr., attach rider)*	1e.		1e.	
1f. Total	1f.		1f.	
1g. Percentage in New York City *(divide line 1f, column A by line 1f, column B)*			1g.	%
1h. Multiply line 1g by 3.5			1h.	
2a. Receipts *(from Form NYC-2.5, line 54)*	2a.		2a.	
2b. Percentage in New York City *(divide line 2a, column A by line 2a, column B)*			2b.	%
2c. Multiply line 2b by 93			2c.	
3a. Wages, salaries and other compensation of employees, except general executive officers *(see instructions)*	3a.			
3b. Percentage in New York City *(divide line 3a, column A by line 3a, column B)*			3b.	%
3c. Multiply line 3b by 3.5			3c.	
Sum of Weighted Factors				
4. Add lines 1h, 2c and 3c			4.	
Business Allocation Percentage				
5. Divide line 4 by 100 if no factors are missing. If a factor is missing, divide line 4 by the total of the weights of the factors present. Enter as percentage. Round to the nearest ten-thousandth of a percentage point. (See instructions)			5.	%

SCHEDULE G - Additional Required Information

1. List all significant business activities in NYC and everywhere *(see instructions; if necessary, attach list)* SERVICE
2. Enter your Secondary Business Code *(see instructions)* ____
3. Trade name of reporting corporation, if different from name entered on page 1 ____
4. Is this corporation included in a consolidated federal return? ____ YES X NO
   If "Yes", give parent's name ____ EIN: ____
5. Is this corporation a member of a controlled group of corporations as defined in IRC section 1563, disregarding any exclusion by reason of paragraph (b)(2) of that section? ____ YES X NO
   If "YES", give common parent corporation's name ____ EIN: ____
6. Has the Internal Revenue Service or the New York State Department of Taxation and Finance corrected any taxable income or other tax base reported in a prior year, or are you currently under audit? ____ YES X NO
   If "YES", by whom?
   ____ Internal Revenue Service State period(s): Beg.: ____ (MMDDYY) End.: ____ (MMDDYY)
   ____ New York State Department of Taxation and Finance State period(s): Beg.: ____ (MMDDYY) End.: ____ (MMDDYY)
7. If "YES" to question 6:
   7a. For years prior to 1/1/15, has Form(s) NYC-3360 (Report of Federal/State Change in Tax Base) been filed? ____ YES ____ NO
   7b. For years beginning on or after 1/1/15, has an amended return(s) been filed? ____ YES ____ NO
8. Did this corporation make any payments treated as interest in the computation of business income to shareholders owning directly or indirectly, individually or in the aggregate, more than 50% of the corporation's issued and outstanding capital stock?
   If "YES", please attach a schedule giving Shareholder's name, SSN/EIN, Interest paid to shareholder, Total indebtedness to shareholder and Total interest paid ____ YES X NO
9. Was this corporation a member of a partnership or joint venture during the tax year? ____ YES X NO
   If "YES", attach schedule listing name(s) and Employer Identification Number(s).
10. At any time during the taxable year, did the corporation have an interest in real property *(including a leasehold interest)* located in NYC or a controlling interest in an entity owning such real property? ____ YES X NO
11a. If "YES" to question 10, attach a schedule of such property, indicating the nature of the interest and including the street address, borough, block and lot number.
11b. Was any NYC real property *(including a leasehold interest)* or controlling interest in an entity owning NYC real property acquired or transferred with or without consideration? ____ YES ____ NO
11c. Was there a partial or complete liquidation of the corporation? ____ YES ____ NO
11d. Was 50% or more of the corporation's ownership transferred during the tax year, over a three-year period or according to a plan? ____ YES ____ NO
12. If "YES" to questions 11b, 11c or 11d, was a Real Property Transfer Tax Return *(Form NYC-RPT)* filed? ____ YES ____ NO
13. If "NO" to question 12, explain: ____
14. Does this taxpayer pay rent greater than $200,000 for any premises in NYC in the borough of Manhattan south of 96th Street for the purpose of carrying on any trade, business, profession, vocation or commercial activity? ____ YES X NO
15. If "YES" to question 14, were all required Commercial Rent Tax Returns filed? ____ YES ____ NO
    Please enter Employer Identification Number which was used on the Commercial Rent Tax Return: ____
16. Are you claiming an exception to the related member expense addback under Administrative Code section 11-652(8)(n)(2)(ii)? ____ YES X NO
    If yes, enter applicable exception and amount of royalty payments. ____ (EXCEPTION) ____ (AMOUNT)
17. If you filed federal form 1120F, did you have Effectively Connected Income (ECI)? ____ YES X NO
18. Did this corporation carry out any commercial banking business (as defined by Section 11-640(b) of the Ad. Code) during this filing period? ____ YES X NO
19. Did you include a disregarded entity in this return? If YES, attach a schedule giving the legal name and EIN of each disregarded entity included ____ YES X NO

SCHEDULE H - Determination of Tax Rate

A.	Enter the tax rate computed or used below *(see instructions)*	**A.**	6.5000
B.	Enter the line number of the tax rate computed or used below	**B.**	1
Ca.	Enter your unallocated business income from Schedule B, line 30 *(see instructions)*	**Ca.**	-20,411.
Cb.	If the amount on line **Ca** is not correct, enter correct amount here and explain in rider *(see instructions)*	**Cb.**	
D.	Enter your allocated business income from Schedule B, line 32a or 32b if used	**D.**	-20,411.
E.	If you are a Qualified Manufacturing Corporation as defined in Administrative Code Section 11-654(1)(k)(4), mark an X in the box (see instr.)	**E.**	___
F.	If you are a Financial Corporation as defined in Administrative Code Section 11-654(1)(e)(1)(i), mark an X in the box (see instr.)	**F.**	___

TAX RATE COMPUTATION FOR BUSINESS CORPORATIONS NOT SPECIFIED BELOW *(see instructions)*	
1. If unallocated business income *(Schedule B, line 30)* is less than $2M and allocated business income *(Schedule B, line 32a or 32b if used)* is less than $1M	6.50%
2. If unallocated business income *(Schedule B, line 30)* is equal to or greater than $3M *(regardless of the amount of allocated business income)*	8.85%
3. If allocated business income *(Schedule B, line 32a or 32b if used)* is equal to or greater than $1.5M *(regardless of the amount of unallocated business income)*	8.85%
4. If unallocated business income (Schedule B, line 30) is equal to or greater than $2M but less than $3M and allocated business income (Schedule B, line 32a or 32b if used) is less than $1M, use unallocated formula	$6.50 + (2.35\% \times \frac{\text{line 30 - 2,000,000}}{1,000,000}) =$ _____ %
5. If unallocated business income (Schedule B, line 30) is less than $2M and allocated business income (Schedule B, line 32a or 32b if used) is equal to or greater than $1M but less than $1.5M, use allocated formula	$6.50 + (2.35\% \times \frac{\text{line 32a or 32b-1,000,000}}{500,000}) =$ _____ %
6. If unallocated business income *(Schedule B, line 30)* is equal to or greater than $2M but less than $3M and allocated business income *(Schedule B, line 32a or 32b if used)* is equal to or greater than $1M but less than $1.5M, compute tax rates using both formulas. Use the greater of the two computed tax rates.	$6.50 + (2.35\% \times \frac{\text{line 30 - 2,000,000}}{1,000,000}) =$ _____ % $6.50 + (2.35\% \times \frac{\text{line 32a or 32b-1,000,000}}{500,000}) =$ _____ % **Enter the greater of the two computed tax rates:** _____ %
TAX RATE COMPUTATION FOR QUALIFIED MANUFACTURING CORPORATIONS *(see instructions)*	
7. If unallocated business income *(Schedule B, line 30)* is less than $20M and allocated business income *(Schedule B, line 32a or 32b if used)* is less than $10M	4.425%
8. If unallocated business income *(Schedule B, line 30)* is equal to or greater than $40M *(regardless of the amount of allocated business income)*	8.85%
9. If allocated business income *(Schedule B, line 32a or 32b if used)* is equal to or greater than $20M *(regardless of the amount of unallocated business income)*	8.85%
10. If unallocated business income *(Schedule B, line 30)* is equal to or greater than $20M but less than $40M and allocated business income *(Schedule B, line 32a or 32b if used)* is less than $10M, use unallocated formula	$4.425 + (4.425\% \times \frac{\text{line 30 - 20,000,000}}{20,000,000}) =$ _____ %
11. If unallocated business income *(Schedule B, line 30)* is less than $20M and allocated business income *(Schedule B, line 32a or 32b if used)* is equal to or greater than $10M but less than $20M, use allocated formula	$4.425 + (4.425\% \times \frac{\text{line 32a or 32b-10,000,000}}{10,000,000}) =$ _____ %
12. If unallocated business income *(Schedule B, line 30)* is equal to or greater than $20M but less than $40M and allocated business income *(Schedule B, line 32a or 32b if used)* is equal to or greater than $10M but less than $20M, compute tax rates using both formulas. Use the greater of the two computed tax rates	$4.425 + (4.425\% \times \frac{\text{line 30 - 20,000,000}}{20,000,000}) =$ _____ % $4.425 + (4.425\% \times \frac{\text{line 32a or 32b-10,000,000}}{10,000,000}) =$ _____ % **Enter the greater of the two computed tax rates:** _____ %
TAX RATE COMPUTATION FOR CERTAIN FINANCIAL CORPORATIONS *(see instructions)*	
13. Financial Corporations as defined in Administrative Code Section 11-654(1)(e)(1)(i)	9.00%

NYC-2.3

Department of Finance

PRIOR NET OPERATING LOSS CONVERSION (PNOLC) SUBTRACTION

You MUST attach this form to Form NYC-2 or NYC-2A for each tax period for which you or any member of the combined group claim a PNOLC subtraction or carry a PNOLC subtraction balance.

Name as shown on NYC-2 or NYC-2A:	Employer Identification Number
CEOCAST INC.	13-4119009

A. **NYC-2A filers:** Enter the total number of members in the combined group in the current tax period *(see instructions)* ..... A. _____

B. **NYC-2A filers:** If there have been any changes to the composition of the group of corporations included in this Combined Business Corporation return from the prior tax period, check "YES" and complete schedules Schedule D and/or E on page 2 providing the name, EIN and amount of PNOLC that any corporation which has entered the group brought with them or the name, EIN and amount of PNOLC that any corporation which has left the group has taken with them ..... B. ___ YES ___ NO

SCHEDULE A - PNOLC subtraction pool detail and tax period allotment *(see instructions)*

All filers: Complete all information for each tax period. **NYC-2A filers:** Enter all requested information in each column for each combined member that was in the group for the tax period. *(see instructions)*

	A	B	C	D	E	F	G	H
	NYC-2 filers or NYC-2A combined members Name / EIN	Base year end date	Tax period count	UNOL	PNOLC subtraction pool	PNOLC sub-traction allotment %	Tax period PNOLC subtraction allotment (column E X column F)	Remaining PNOLC subtraction pool [column E - (column C X column G)]
A	CEOCAST INC. 13-4119009	02-06-42	5	203,976.	414,857.	10%	41,486.	207,427.
B								
C								
D								
E								
F								
G								
H								
	Totals from attached sheet(s)							
1.	**Totals**			203,976.	414,857.		41,486.	207,427.

SCHEDULE B - Overall limitation on PNOLC subtraction *(see instructions)*

1.	Allocated business income after addback for the current tax period *(from Form NYC-2 or NYC-2A, Schedule B, line 32a or line 32b; if zero or less, enter **0** on line 5)*	1.	0.
2.	Multiply line 1 by your appropriate business income base tax rate for the current tax period from Schedule H Determination of Tax Rate in Form NYC-2 or NYC-2A *(round the result up to the next highest whole dollar)*	2.	0.
3.	Greater of the capital base tax or the minimum tax for the current tax period *(from Form NYC-2 or NYC-2A, Schedule A, line 2 or 3)*	3.	25.
4.	Subtract line 3 from line 2 *(if zero or less, enter **0**)*	4.	0.
5.	Maximum amount of the PNOLC subtraction to be deducted in the current tax period *(if line 4 is zero, enter **0** ; otherwise divide line 4 by the same business income base tax rate used for line 2)*	5.	0.

SCHEDULE C - Computation of PNOLC subtraction used and unused amount carried forward *(see instructions)*

1.	Tax period PNOLC subtraction allotment *(from Schedule A, line 1, column G)*	1.	41,486.
2.	Unused PNOLC subtraction carried forward from prior tax period *(see instructions)*	2.	90,248.
3.	PNOLC subtraction available for use this tax period *(add lines 1 and 2)*	3.	131,734.
4.	PNOLC subtraction used in the current tax period *(see instructions)*	4.	0.
5.	Unused PNOLC subtraction to be carried forward to future tax periods *(subtract line 4 from line 3)*	5.	131,734.
6.	Remaining PNOLC subtraction pool *(from Schedule A, line 1, column H)*	6.	207,427.
7.	Unexhausted PNOLC subtraction *(add lines 5 and 6)*	7.	339,161.

SCHEDULE D - FORM NYC-2A FILERS ONLY: ENTITIES NOT INCLUDED IN PRIOR COMBINED RETURN

Are any entities included in the Combined Business Corporation Tax Return that were not included in the return for the prior period? ____ YES ____ NO

Complete this schedule for each corporation included in the Combined Business Corporation Tax Return that was not included in the Combined Business Corporation Tax Return for the prior tax period.

A Name of corporation	B Employer Identification Number	C NOL available at the beginning of this tax period	D Beginning date of this tax period (mm-dd-yy)	E Ending date of this tax period (mm-dd-yy)	F Amount of PNOLC that entity brought with them

If additional space is required, please use this format on a separate sheet and attach to this page.

SCHEDULE E - FORM NYC-2A FILERS ONLY: ENTITIES NOT INCLUDED IN CURRENT COMBINED RETURN

Are any entities excluded from the Combined Business Corporation Tax Return that were included in the return for the prior period? ____ YES ____ NO

Complete this schedule for each corporation excluded from the Combined Business Corporation Tax Return that was included in the Combined Business Corporation Tax Return for the prior tax period.

A Name of corporation	B Employer Identification Number	C NOL available at the beginning of this tax period	D Beginning date of this tax period (mm-dd-yy)	E Ending date of this tax period (mm-dd-yy)	F Amount of PNOLC that entity took with them

If additional space is required, please use this format on a separate sheet and attach to this page.

NYC-2.4

Department of Finance

NET OPERATING LOSS DEDUCTION (NOLD)

You MUST attach this form to Form NYC-2 or NYC-2A each tax year

For Calendar Year 2019 or Fiscal Year Beginning _____ , and ending _____

Name as shown on NYC-2 or NYC-2A:	Employer Identification Number
CEOCAST INC.	13-4119009

A. Were there any special federal Net Operating Loss elections? ____ YES X NO

B. NYC-2A filers: Have there been any changes in the composition of the group of corporations included in this Combined Business Corporation Tax Return from the prior tax period? If "YES," please complete Schedules C and D. (See instructions) ____ YES ____ NO

C. Are you making an election to waive the carryback period for NOLs generated in the current tax period? ____ YES X NO

SCHEDULE A - COMPUTATION OF CURRENT NYC NET OPERATING LOSS DEDUCTION (NOLD)

1.	Multiply Form NYC-2 or NYC-2A, Schedule B, line 34 by your appropriate business income base tax rate for the current year from Schedule H, Determination of Tax Rate in Form NYC-2 or NYC-2A (see instructions)		1.	0.
2.	Enter the greater of the capital base tax or the fixed dollar minimum tax for the current tax year (from Form NYC-2 or NYC-2A, Schedule A, line 2 or 3)		2.	25.
3.	Subtract line 2 from line 1. If less than zero, enter "0" (see instructions)		3.	0.
4.	Maximum amount of NOLs to be deducted in the current tax year (divide line 3 by the same business income base tax rate used for line 1; do not enter less than zero)		4.	0.
5a.	NOLs incurred on or after January 1, 2015 and before current year, which have not been previously used	5a. 90,103.		
5b.	NOL incurred in the current year	5b. 20,411.		
5c.	Carryback of NOL from a subsequent year If you have an entry on line 5c, list the year(s) from which the NOLs are being carried back _____	5c.		
5d.	Add lines 5a through 5c	5d. 110,514.		
5e.	NOLs expired before current year or not available (see instructions)	5e.		
5f.	Total NOLs available in this period (subtract line 5e from line 5d)	STMT 1	5f.	110,514.
6.	NOLD to be used in the current tax year. (Enter the lesser of line 4 or line 5f. Enter here and on Form NYC-2 or NYC-2A, Schedule B, line 35)		6.	0.
7.	Unused NOLD (subtract line 6 from line 5f, add amount on line 5e; do not enter less than zero)		7.	110,514.

SCHEDULE B - THIS SCHEDULE INTENTIONALLY OMITTED

SCHEDULE C - FORM NYC-2A FILERS ONLY: ENTITIES NOT INCLUDED IN PRIOR COMBINED RETURN

Are any entities included in the Combined Business Corporation Tax Return that were not included in the return for the prior period? ____ YES ____ NO

Complete this schedule for each corporation included in the Combined Business Corporation Tax Return that was not included in the Combined Business Corporation Tax Return for the prior tax period.

A Name of corporation	B Employer Identification Number	C NOL available at the beginning of this tax period	D Beginning date of this tax period (mm-dd-yy)	E Ending date of this tax period (mm-dd-yy)	F Reason(s) INCLUDED in combined business corporation tax return

If additional space is required, please use this format on a separate sheet and attach to this page.

SCHEDULE D - FORM NYC-2A FILERS ONLY: ENTITIES NOT INCLUDED IN CURRENT COMBINED RETURN

Are any entities excluded from the Combined Business Corporation Tax Return that were included in the return for the prior period? ..... ___ YES ___ NO

Complete this schedule for each corporation excluded from the Combined Business Corporation Tax Return that was included in the Combined Business Corporation Tax Return for the prior tax period.

A Name of corporation	B Employer Identification Number	C NOL available at the beginning of this tax period	D Beginning date of this tax period (mm-dd-yy)	E Ending date of this tax period (mm-dd-yy)	F Reason(s) EXCLUDED from combined business corporation tax return

If additional space is required, please use this format on a separate sheet and attach to this page.

SCHEDULE E - NYC NET OPERATING LOSS DEDUCTION SCHEDULE (NOLD)

APPLICABLE YEAR	COLUMN A - Tax Year	COLUMN B - Amount from NYC-2A or NYC-2, Sch. B, line 34	COLUMN C - NYC Net Operating Loss Generated	COLUMN D - NYC Net Operating Loss Utilized	COLUMN E - NYC Net Operating Loss Expired	COLUMN F - NYC Net Operating Loss Remaining
1. 19th preceding yr						
2. 18th preceding yr						
3. 17th preceding yr						
4. 16th preceding yr						
5. 15th preceding yr						
6. 14th preceding yr						
7. 13th preceding yr						
8. 12th preceding yr						
9. 11th preceding yr						
10. 10th preceding yr						
11. 9th preceding yr						
12. 8th preceding yr						
13. 7th preceding yr						
14. 6th preceding yr						
15. 5th preceding yr						
16. 4th preceding yr	2015					
17. 3rd preceding yr	2016	-66,095.	-66,095.	0.		66,095.
18. 2nd preceding yr	2017	1,154.	0.	0.		66,095.
19. 1st preceding yr	2018	-24,008.	-24,008.	0.		90,103.
20. Current year	2019	-20,411.	-20,411.			110,514.

NYC NET OPERATING LOSS INCURRED AFTER 2014 STATEMENT 1

TAX YEAR	LOSS SUSTAINED	LOSS PREVIOUSLY APPLIED	LOSS REMAINING	AVAILABLE THIS YEAR
12/31/16	66,095.	0.	66,095.	66,095.
12/31/18	24,008.	0.	24,008.	24,008.
12/31/19	20,411.	0.	20,411.	20,411.
TOTAL NOLD AFTER 2014 - FORM NYC-2.4, LINE 5			110,514.	110,514.
NOLD USED THIS YEAR - FORM NYC-2.4, LINE 6			0.	
NOLD CARRIED FORWARD - FORM NYC-2.4, LINE 7			110,514.	

Form **8879-C**

Department of the Treasury
Internal Revenue Service

IRS e-file Signature Authorization for Form 1120

For calendar year 2019, or tax year beginning _____, 2019, ending _____, 20 ___

▶ **Do not send to the IRS. Keep for your records.**

▶ **Go to www.irs.gov/Form8879C for the latest information.**

OMB No. 1545-0123

2019

Name of corporation: CEOCAST INC.

Employer identification number: 13-4119009

Part I Tax Return Information (Whole dollars only)

1	Total income (Form 1120, line 11)	1	60,000.
2	Taxable income (Form 1120, line 30)	2	-20,411.
3	Total tax (Form 1120, line 31)	3	
4	Amount owed (Form 1120, line 35)	4	
5	Overpayment (Form 1120, line 36)	5	2,479.

Part II Declaration and Signature Authorization of Officer. Be sure to get a copy of the corporation's return.

Under penalties of perjury, I declare that I am an officer of the above corporation and that I have examined a copy of the corporation's 2019 electronic income tax return and accompanying schedules and statements and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that the amounts in Part I above are the amounts shown on the copy of the corporation's electronic income tax return. I consent to allow my electronic return originator (ERO), transmitter, or intermediate service provider to send the corporation's return to the IRS and to receive from the IRS **(a)** an acknowledgement of receipt or reason for rejection of the transmission, **(b)** the reason for any delay in processing the return or refund, and **(c)** the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the corporation's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at **1-888-353-4537** no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the corporation's electronic income tax return and, if applicable, the corporation's consent to electronic funds withdrawal.

Officer's PIN: check one box only

☐ I authorize _____ (ERO firm name) to enter my PIN _____ (do not enter all zeros) as my signature on the corporation's 2019 electronically filed income tax return.

☒ As an officer of the corporation, I will enter my PIN as my signature on the corporation's 2019 electronically filed income tax return.

Officer's signature ▶ _____ Date ▶ _____ Title ▶ PRESIDENT

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN. 54472698765 (do not enter all zeros)

I certify that the above numeric entry is my PIN, which is my signature on the 2019 electronically filed income tax return for the corporation indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 3112,** IRS *e-file* Application and Participation, and **Pub. 4163,** Modernized e-File (MeF) Information for Authorized IRS *e-file* Providers for Business Returns.

ERO's signature ▶ _____ Date ▶ 09/01/20

ERO Must Retain This Form - See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

For Paperwork Reduction Act Notice, see instructions.

LHA

Department of Taxation and Finance

988021 07-29-19

New York State E-File Authorization for Tax Year 2019

TR-579-CT

(7/19)

For Certain Corporation Tax Returns and Estimated Tax Payments for Corporations

Electronic return originator (ERO)/paid preparer: **Do not** mail this form to the Tax Department. Keep it for your records.

Legal name of corporation: CEOCAST INC.

Return type *(mark an X for all that apply):* CT-3 X CT-3-A ____ CT-3-M X CT-3-S ____ CT-13 ____ CT-33 ____
CT-33-A ____ CT-33-C ____ CT-33-M ____ CT-33-NL ____ CT-183 ____ CT-183-M ____ CT-184 ____ CT-184-M ____
CT-186-E ____ CT-300 ____ CT-400 ____

Purpose

Form TR-579-CT must be completed to authorize an ERO to e-file a corporation tax return and to transmit bank account information for the electronic funds withdrawal.

General instructions

Part A must be completed by an officer of the corporation who is authorized to sign the corporation's return before the ERO transmits the electronically filed Form CT-3, *General Business Corporation Franchise Tax Return;* CT-3-A, *General Business Corporation Combined Franchise Tax Return;* CT-3-M, *General Business Corporation MTA Surcharge Return;* CT-3-S, *New York S Corporation Franchise Tax Return;* CT-13, *Unrelated Business Income Tax Return;* CT-33, *Life Insurance Corporation Franchise Tax Return;* CT-33-A, *Life Insurance Corporation Combined Franchise Tax Return;* CT-33-C, *Captive Insurance Company Franchise Tax Return;* CT-33-M, *Insurance Corporation MTA Surcharge Return;* CT-33-NL, *Non-Life Insurance Corporation Franchise Tax Return;* CT-183, *Transportation and Transmission Corporation Franchise Tax Return on Capital Stock;* CT-183-M, *Transportation and Transmission Corporation MTA Surcharge Return;* CT-184, *Transportation and Transmission Corporation Franchise Tax Return on Gross Earnings;* CT-184-M, *Transportation and Transmission Corporation MTA Surcharge Return;* CT-186-E, *Telecommunications Tax Return and Utility Services Tax Return;* CT-300, *Mandatory First Installment (MFI) of Estimated Tax for Corporations;* or CT-400, *Estimated Tax for Corporations.*

EROs/paid preparers must complete Part B prior to transmitting electronically filed corporation tax returns. Both the paid preparer and the ERO are required to sign Part B. However, if an individual performs as both the paid preparer and the ERO, he or she is only required to sign as the paid preparer. It is not necessary to include the ERO signature in this case. Note that an alternative signature can be used as described in TSB-M-05(1)C, *Alternative Methods of Signing for Tax Return Preparers.* Go to our website at *www.tax.ny.gov* to find this document.

Do not mail this form to the Tax Department. EROs/paid preparers must keep this form for three years and present it to the Tax Department upon request.

Do **not** use this form for electronically filed Form CT-5, *Request for Six-Month Extension to File (for franchise/business taxes, MTA surcharge, or both);* CT-5.3, *Request for Six-Month Extension to File (for combined franchise tax return, or combined MTA surcharge return, or both);* CT-5.4, *Request for Six-Month Extension to File New York S Corporation Franchise Tax Return*; CT-5.6, *Request for Three-Month Extension to File Form CT-186 (for utility corporation franchise tax return, MTA surcharge return, or both);* CT-5.9, *Request for Three-Month Extension to File (for certain Article 9 tax returns, MTA surcharge, or both);* or CT-5.9-E, *Request for Three-Month Extension to File Form CT-186-E (for telecommunications tax return and utility services tax return)* Instead use Form TR-579.1-CT, *New York State Authorization for Electronic Funds Withdrawal For Tax Year 2019 Corporation Tax Extensions*.

Financial institution information (required if electronic payment is authorized)

1	Amount of authorized debit	**1.**	
2	Financial institution routing number	**2.**	
3	Financial institution account number	**3.**	

Part A - Declaration of authorized corporate officer for Form CT-3, CT-3-A, CT-3-M, CT-3-S, CT-13, CT-33, CT-33-A, CT-33-C, CT-33-M, CT-33-NL, CT-183, CT-183-M, CT-184, CT-184-M, CT-186-E, CT-300, or CT-400

Under penalty of perjury, I declare that I have examined the information on this 2019 New York State electronic corporate tax return, including any accompanying schedules, attachments, and statements, and certify that this electronic return is true, correct, and complete. If this filing includes Form DTF-686, *Tax Shelter Reportable Transactions*, as an authorized officer of the corporation, I hereby consent to the waiver of the secrecy provisions of Tax Law sections 202, 211.8, 1467, and 1518 as such provisions relate to the disclosure requirements of Tax Law section 25. The ERO has my consent to send this 2019 New York State electronic corporate return to New York State through the Internal Revenue Service (IRS). I understand that by executing this Form TR-579-CT, I am authorizing the ERO to sign and file this return on behalf of the corporation and agree that the ERO's submission of the corporation's return to the IRS, together with this authorization, will serve as the electronic signature for the return and any authorized payment transaction. If I am paying New York State corporation taxes due by electronic funds withdrawal, I authorize the New York State Tax Department and its designated financial agents to initiate an electronic funds withdrawal from the financial institution account indicated on this 2019 electronic return, and I authorize the financial institution to withdraw the amount from the account. As New York does not support International ACH Transactions (IAT), I attest the source for these funds is within the United States. I understand and agree that I may revoke this authorization for payment only by contacting the Tax Department no later than two business days prior to the payment date.

Signature of authorized officer of the corporation	Print your name and title	Date
	MICHAEL WACHS, PRESIDENT	

Part B - Declaration of ERO and paid preparer

Under penalty of perjury, I declare that the information contained in this 2019 New York State electronic corporate tax return is the information furnished to me by the corporation. If the corporation furnished me a completed paper 2019 New York State corporate tax return signed by a paid preparer, I declare that the information contained in the corporation's 2019 New York State electronic corporate tax return is identical to that contained in the paper return. If I am the paid preparer, under penalty of perjury I declare that I have examined this 2019 New York State electronic corporate tax return, and, to the best of my knowledge and belief, the return is true, correct, and complete. I have based this declaration on all information available to me.

ERO's signature	Print name	Date
Paid preparer's signature	**Print name**	**Date**
	HOWARD BRODMAN	09-01-20

NYC Department of Finance	N Y C 579-COR	NEW YORK CITY DEPARTMENT OF FINANCE **Signature Authorization for E-Filed Business Corporation Tax Return**	2019

ELECTRONIC RETURN ORIGINATORS (ERO): DO NOT MAIL THIS FORM TO THE DEPARTMENT OF FINANCE. KEEP THIS FOR YOUR RECORDS.

LEGAL NAME OF CORPORATION: CEOCAST INC.	EMPLOYER IDENTIFICATION NUMBER 13-4119009
EMAIL ADDRESS:	TYPE OF RETURN: ___ NYC-EXT ___ NYC-EXT.1 ___ NYC-300 (2020) ___ NYC-400 (2020) X NYC-2 ___ NYC-2A ___ NYC-2S

Financial Institution Information - *must be included if electronic payment is authorized*

AMOUNT OF AUTHORIZED DEBIT:	FINANCIAL INSTITUTION ROUTING NUMBER:	FINANCIAL INSTITUTION ACCOUNT NUMBER:

Part A - Declaration and authorization of corporate officer for Forms NYC-2, NYC-2A, NYC-2S, NYC-EXT, NYC-EXT.1, NYC-300 or NYC-400

Under penalty of perjury, I declare that I am an officer of the corporation authorized to act on behalf of the above-named corporation, and that I have examined the information on its 2019 New York City electronically filed corporation tax return, including any accompanying schedules, attachments, and statements or other report checked above, and to the best of my knowledge and belief, the electronically filed corporation tax return or other report is true, correct, and complete. The ERO has my consent to send the 2019 New York City electronically filed corporation tax return or other report checked above to New York City Department of Finance through the Internal Revenue Service. I authorize the ERO to enter my PIN as my signature on the 2019 New York City electronically filed corporation tax return or other report, or I will enter my PIN as my signature on the 2019 New York City electronically filed corporation tax return or other report. If I am paying the New York City corporation tax owed by electronic funds withdrawal, I authorize the New York City Department of Finance and its designated financial agents to initiate an electronic funds withdrawal from the financial institution account indicated on the corporation's 2019 New York City electronically filed corporation tax return or other report, and I authorize the financial institution to debit the amount from that account.

Officer's PIN (mark an X in one box only)

___ I authorize _____ to enter my PIN: [ ]
ERO FIRM NAME
as my signature on the corporation's 2019 electronically filed corporation tax return or other report checked above.

X As an authorized person of the corporation, I will enter my PIN as my signature on the corporation's 2019 electronically filed corporation tax return or other report checked above.

Signature of authorized person	Official title: PRESIDENT	Date

Part B - Declaration of electronic return originator (ERO) and paid preparer

Under penalty of perjury, I declare that the information contained in the above-named corporation's 2019 New York City electronically filed corporation tax return or other report checked above is the information furnished to me by the corporation's authorized officer. If the corporate officer furnished me with a completed 2019 New York City paper corporation tax return or other report signed by a paid preparer, I declare that the information contained in the corporation's 2019 New York City electronically filed corporation tax return or report is identical to that contained in the paper return or report. If I am the paid preparer, under penalty of perjury I declare that I have examined this 2019 New York City electronically filed corporation tax return or other report, and, to the best of my knowledge and belief, the return or other report is true, correct, and complete. I have based this declaration on all information available to me.

ERO EFIN/PIN: Enter your six-digit EFIN followed by your five digit PIN: 54472698765

ERO's Signature	Print Name	Date
Paid Preparer's Signature	HOWARD BRODMAN	09/01/20

PURPOSE - A completed Form NYC-579-COR provides documentation that an ERO has been authorized to electronically file the Business Corporation Tax return or other report. The officer of the corporation who is authorized to sign the corporation's returns may designate the ERO to electronically sign the return or other report by entering the officer's personal identification number (PIN). The form also authorizes payment of tax due on an electronically submitted return or report by an automatic clearing house (ACH) debit from a designated checking or savings account of the corporation. **You cannot revoke this authorization.**

GENERAL INSTRUCTIONS - Part A must be completed by an officer of the corporation who is authorized to sign the corporation's return or report before the ERO transmits the electronically filed Form NYC-2A (Combined Business Corporation Tax Return); NYC-2 (Business Corporation Tax Return); NYC-2S (Business Corporation Tax Return); NYC-EXT (Application for 6-month Extension to File Business Income Tax Return); NYC-EXT.1 (Application for Additional Extension); NYC-300 (Mandatory First Installment (MFI) by Business C Corporations) or NYC-400 (Declaration of Estimated Tax by Business Corporations and Subchapter S General Corporations).

EROs/paid preparers must complete Part B prior to transmitting electronically filed corporation tax returns or reports (Forms NYC-2, NYC-2A, NYC-2S, NYC-EXT, NYC-EXT.1, NYC-300 or NYC-400). Both the paid preparer and the ERO are required to sign Part B. However, if an individual performs as both the paid preparer and the ERO, he or she is only required to sign as the paid preparer. It is not necessary to include the ERO signature in this case.

Do not mail Form NYC-579-COR to the Department of Finance. The EROs/paid preparers must keep the completed Form NYC-579-COR for three years from the due date of the return or report or the date the return or report was filed, whichever is later, and must present it to the Department of Finance upon request.

10180901 795415 CEOCAST 2019.04020 CEOCAST INC. CEOCAST1

Wells Fargo Simple Business Checking

CEOCAST INC
211 E 43RD ST FL 4
NEW YORK NY 10017-4707

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted
1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833
En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (348)
P.O. Box 6995
Portland, OR 97228-6995

Your Business and Wells Fargo

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Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking	☑
Online Statements	☑
Business Bill Pay	☑
Business Spending Report	☑
Overdraft Protection	☐

Statement period activity summary

Beginning balance on 7/1	$82,524.37
Deposits/Credits	0.00
Withdrawals/Debits	- 9,433.65
Ending balance on 7/31	**$73,090.72**
Average ledger balance this period	$80,400.08

Account number: **8232574957**

CEOCAST INC

New York account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 026012881

For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo branch.

WELLS FARGO

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
7/9	<	Business to Business ACH Debit - Paychex Inc. Payroll 88156300005188x Ceocast Inc		398.55	82,125.82
7/10		Purchase authorized on 07/09 Thai House Nantucket MA S460191790053116 Card 7603		102.64	
7/10	<	Business to Business ACH Debit - Payx-Pia-Wc Wc-Premium 0000035951659 Ceocast Inc		7.46	
7/10	<	Business to Business ACH Debit - Paychex-Hrs Ins Prem 34705574 Ceocast Inc		29.44	
7/10	<	Business to Business ACH Debit - Paychex Tps Taxes 070820 88159900003449x Ceocast Inc		96.70	
7/10	<	Business to Business ACH Debit - Paychex Eib Invoice 200710 x87982200033694 Ceocast Inc		200.42	81,689.16
7/13		Purchase authorized on 07/11 Tst* The Charlie N 508-825-5260 MA S580193808948726 Card 7603		156.22	81,532.94
7/16		Purchase authorized on 07/14 Strega Waterfront South Boston MA S380197023029847 Card 7603		260.56	81,272.38
7/20		Purchase authorized on 07/17 Thai House Nantucket MA S380199799932537 Card 7603		86.60	81,185.78
7/23		Purchase authorized on 07/21 Thai House Nantucket MA S460203761222802 Card 7603		89.81	
7/23	<	Business to Business ACH Debit - Paychex Inc. Payroll 88350600003373x Ceocast Inc		920.20	80,175.77
7/24	<	Business to Business ACH Debit - Payx-Pia-Wc Wc-Premium 0000036044152 Ceocast Inc		11.63	
7/24	<	Business to Business ACH Debit - Paychex Tps Taxes 072220 88354600004120x Ceocast Inc		350.64	79,813.50
7/27		Recurring Payment authorized on 07/25 Vzwrlss*Apocc Visn 800-922-0204 FL S380207320682026 Card 7603		123.34	79,690.16
7/28	<	Business to Business ACH Debit - Oxford Health 2 Ebpp Pmt 200727 Oxford Ceocast, Inc.		6,500.00	73,190.16
7/29		Purchase authorized on 07/27 Thai House Nantucket MA S380209827787039 Card 7603		99.44	73,090.72
Ending balance on 7/31					**73,090.72**
Totals			**$0.00**	**$9,433.65**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

< ***Business to Business ACH:****If this is a business account, this transaction has a return time frame of one business day from post date. This time frame does not apply to consumer accounts.*

Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 07/01/2020 - 07/31/2020	Standard monthly service fee $10.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
· Average ledger balance	$500.00	$80,400.00 ☑

C1/C1

WELLS FARGO

Account transaction fees summary

Service charge description	*Units used*	*Units included*	*Excess units*	*Service charge per excess units ($)*	*Total service charge ($)*
Cash Deposited ($)	0	3,000	0	0.0030	0.00
Transactions	9	50	0	0.50	0.00
Total service charges					**$0.00**

IMPORTANT ACCOUNT INFORMATION

Effective 05/22/2020, the Night Depository Agreement was amended to include: "Deposits placed into the night depository are considered received by us when the bag is removed from the night depository and is available to us for processing. We will credit the deposit to your account no later than the next business day."

No action is required on your part and there is no impact to the current night depository deposit process.

WELLS FARGO

General statement policies for Wells Fargo Bank

■ **Notice:** Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement . . . . . $ _____

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement.

$ _____
$ _____
$ _____
+ $ _____

. . . . . **TOTAL** $ _____

CALCULATE THE SUBTOTAL

(Add Parts A and B)

. . . . . **TOTAL** $ _____

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above . . . . . - $ _____

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)
This amount should be the same as the current balance shown in your check register . . . . . $ _____

Number	Items Outstanding	Amount

Wells Fargo Simple Business Checking

CEOCAST INC
211 E 43RD ST FL 4
NEW YORK NY 10017-4707

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted
1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833
En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (348)
P.O. Box 6995
Portland, OR 97228-6995

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Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking	☑
Online Statements	☑
Business Bill Pay	☑
Business Spending Report	☑
Overdraft Protection	☐

IMPORTANT ACCOUNT INFORMATION

We're making important changes to the terms and conditions of several of our accounts. If these changes affect you, a detailed message is included below your transaction detail for each impacted account.

Statement period activity summary

Beginning balance on 8/1	$73,090.72
Deposits/Credits	404.11
Withdrawals/Debits	- 9,006.02
Ending balance on 8/31	**$64,488.81**
Average ledger balance this period	$70,998.22

Account number: **8232574957**

CEOCAST INC

New York account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 026012881

For Wire Transfers use
Routing Number (RTN): 121000248

WELLS FARGO

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo branch.

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
8/6	<	Business to Business ACH Debit - Paychex Inc. Payroll 88545200003687x Ceocast Inc		398.54	72,692.18
8/7	<	Business to Business ACH Debit - Payx-Pia-Wc Wc-Premium 0000036147680 Ceocast Inc		7.46	
8/7	<	Business to Business ACH Debit - Paychex Tps Taxes 080520 88546700003410x Ceocast Inc		96.71	72,588.01
8/10		Purchase authorized on 08/08 Thai House Nantucket MA S300221768971534 Card 7603		88.74	
8/10	<	Business to Business ACH Debit - Paychex Eib Invoice 200810 x88363400014308 Ceocast Inc		212.42	72,286.85
8/14	<	Business to Business ACH Debit - Paychex-Hrs Ins Prem 34988161 Ceocast Inc		28.90	72,257.95
8/20		Edeposit IN Branch/Store 08/20/20 10:19:23 Am 375 White Plains Rd Eastchester NY 8232574957	404.11		
8/20	<	Business to Business ACH Debit - Paychex Inc. Payroll 88738800003454x Ceocast Inc		920.19	71,741.87
8/21	<	Business to Business ACH Debit - Payx-Pia-Wc Wc-Premium 0000036243118 Ceocast Inc		11.63	
8/21	<	Business to Business ACH Debit - Paychex Tps Taxes 081920 88742000003592x Ceocast Inc		350.65	71,379.59
8/26		Recurring Payment authorized on 08/25 Vzwrlss*Apocc Visn 800-922-0204 FL S460238318774171 Card 7603		123.55	71,256.04
8/27	<	Business to Business ACH Debit - Oxford Health 2 Ebpp Pmt 200826 Oxford Ceocast, Inc.		6,767.23	64,488.81
Ending balance on 8/31					**64,488.81**
Totals			**$404.11**	**$9,006.02**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

< ***Business to Business ACH:****If this is a business account, this transaction has a return time frame of one business day from post date. This time frame does not apply to consumer accounts.*

Monthly service fee summary

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 08/01/2020 - 08/31/2020	Standard monthly service fee $10.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
· Average ledger balance	$500.00	$70,998.00 ☑

C1/C1

WELLS FARGO

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units ($)	Total service charge ($)
Cash Deposited ($)	0	3,000	0	0.0030	0.00
Transactions	11	50	0	0.50	0.00
Total service charges					**$0.00**

IMPORTANT ACCOUNT INFORMATION:

Your Wells Fargo Simple Business Checking account is changing.

Effective November 9, 2020, the name of your account will change to Initiate Business Checking (SM). Other changes to your account are listed below.

Effective with the fee period beginning after October 8, 2020, the $10 monthly service fee can be avoided with ONE of the following options each fee period:

- Maintain a $500 minimum daily balance
- Maintain a $1,000 average ledger balance

If you do not meet one of the options above, the monthly service fee will be charged for fee periods ending on or after November 9, 2020.

In addition, effective with the fee period beginning after October 8, 2020, other features of your account will change:

- Your account will include more Transactions at no charge, increasing from 50 to 100 each fee period. The fee for Transactions over 100 each fee period remains at $0.50 each.
- The definition of Transactions is changing to include all checks deposited and all withdrawals or debits posted to your account, including paper and electronic, except debit card purchases and debit card payments.
- Your account will include more Cash Deposits Processing at no charge, increasing from $3,000 to $5,000 each fee period. The fee for Cash Deposits Processed over $5,000 remains at $0.30 per $100 deposited.

Fee Period: The fee period is the period used to calculate monthly fees. Your statement includes a monthly service fee summary with the dates of the fee period. The monthly service fee summary is also available through Wells Fargo Business Online® or Wells Fargo Mobile®.

What remains the same:
- The Business Fee and Information Schedule and Deposit Account Agreement, as amended, continue to apply.

If you have questions about these changes, please contact your local banker or call the number listed on this statement.

Thank you for banking with Wells Fargo. We appreciate your business.

IMPORTANT ACCOUNT INFORMATION

Effective 05/22/2020, the Night Depository Agreement was amended to include: "Deposits placed into the night depository are considered received by us when the bag is removed from the night depository and is available to us for processing. We will credit the deposit to your account no later than the next business day."

No action is required on your part and there is no impact to the current night depository deposit process.

WELLS FARGO

General statement policies for Wells Fargo Bank

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You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement . . . . . $ _____

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement.

$ _____
$ _____
$ _____
+ $ _____

. . . . . **TOTAL** $ _____

CALCULATE THE SUBTOTAL

(Add Parts A and B)

. . . . . **TOTAL** $ _____

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above . . . . . - $ _____

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)
This amount should be the same as the current balance shown in your check register . . . . . $ _____

Number	Items Outstanding	Amount

Wells Fargo Simple Business Checking

CEOCAST INC
211 E 43RD ST FL 4
NEW YORK NY 10017-4707

Questions?

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A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking	☑
Online Statements	☑
Business Bill Pay	☑
Business Spending Report	☑
Overdraft Protection	☐

IMPORTANT ACCOUNT INFORMATION

We're making important changes to the terms and conditions of several of our accounts. If these changes affect you, a detailed message is included below your transaction detail for each impacted account.

Statement period activity summary

Beginning balance on 9/1	$64,488.81
Deposits/Credits	0.00
Withdrawals/Debits	- 37,821.78
Ending balance on 9/30	**$26,667.03**
Average ledger balance this period	$52,387.45

Account number: **8232574957**

CEOCAST INC

New York account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 026012881

For Wire Transfers use
Routing Number (RTN): 121000248

WELLS FARGO

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo branch.

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
9/3	<	Business to Business ACH Debit - Paychex Inc. Payroll 88930800003759x Ceocast Inc		398.56	64,090.25
9/4	<	Business to Business ACH Debit - Payx-Pia-Wc Wc-Premium 0000036336594 Ceocast Inc		11.63	
9/4	<	Business to Business ACH Debit - Paychex Tps Taxes 090220 88936600003458x Ceocast Inc		96.69	63,981.93
9/10	<	Business to Business ACH Debit - Paychex Eib Invoice 200910 x88752400045838 Ceocast Inc		200.42	63,781.51
9/11	<	Business to Business ACH Debit - Paychex-Hrs Ins Prem 35243659 Ceocast Inc		28.90	63,752.61
9/16		Purchase authorized on 09/15 Standing Room Only Scarsdale NY S460259719178459 Card 7603		28.59	63,724.02
9/17	<	Business to Business ACH Debit - Paychex Inc. Payroll 89114000006819x Ceocast Inc		2,420.18	61,303.84
9/18	<	Business to Business ACH Debit - Payx-Pia-Wc Wc-Premium 0000036427100 Ceocast Inc		11.63	
9/18	<	Business to Business ACH Debit - Paychex Tps Taxes 091620 89112600003482x Ceocast Inc		350.66	60,941.55
9/21		Purchase authorized on 09/20 Delta Air 006243 Delta.Com CA S380265043357965 Card 7603		665.20	60,276.35
9/22		Purchase authorized on 09/21 Scarsdale Adult SC 914-723-2325 NY S580266114833042 Card 7603		160.00	
9/22	<	Business to Business ACH Debit - Oxford Health 2 Ebpp Pmt 200921 Oxford Ceocast, Inc.		31,700.00	28,416.35
9/24		Purchase authorized on 09/23 Delta Air 006243 Delta.Com CA S300267561512235 Card 7603		5.00	
9/24		Purchase authorized on 09/23 American Air001214 Fort Worth TX S460268077653749 Card 7603		1,622.10	26,789.25
9/28		Recurring Payment authorized on 09/25 Vzwrlss*Apocc Visn 800-922-0204 FL S380269395777888 Card 7603		122.22	26,667.03
Ending balance on 9/30					**26,667.03**
Totals			**$0.00**	**$37,821.78**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

< ***Business to Business ACH:****If this is a business account, this transaction has a return time frame of one business day from post date. This time frame does not apply to consumer accounts.*

Monthly service fee summary

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 09/01/2020 - 09/30/2020	Standard monthly service fee $10.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
· Average ledger balance	$500.00	$52,387.00 ☑

C1/C1

WELLS FARGO

Account transaction fees summary

Service charge description	*Units used*	*Units included*	*Excess units*	*Service charge per excess units ($)*	*Total service charge ($)*
Cash Deposited ($)	0	3,000	0	0.0030	0.00
Transactions	9	50	0	0.50	0.00
Total service charges					**$0.00**

IMPORTANT ACCOUNT INFORMATION:

Your Wells Fargo Simple Business Checking account is changing.

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- The definition of Transactions is changing to include all checks deposited and all withdrawals or debits posted to your account, including paper and electronic, except debit card purchases and debit card payments.
- Your account will include more Cash Deposits Processing at no charge, increasing from $3,000 to $5,000 each fee period. The fee for Cash Deposits Processed over $5,000 remains at $0.30 per $100 deposited.

Fee Period: The fee period is the period used to calculate monthly fees. Your statement includes a monthly service fee summary with the dates of the fee period. The monthly service fee summary is also available through Wells Fargo Business Online® or Wells Fargo Mobile®.

What remains the same:
- The Business Fee and Information Schedule and Deposit Account Agreement, as amended, continue to apply.

If you have questions about these changes, please contact your local banker or call the number listed on this statement.

Thank you for banking with Wells Fargo. We appreciate your business.

IMPORTANT ACCOUNT INFORMATION

Effective June 1, 2020, the Deposit Account Agreement has been updated.

WELLS FARGO

In the section of the Deposit Account Agreement titled "Available balance, posting order, and overdrafts," the second bullet of the paragraph titled "Then, we sort your transactions into categories before we process them" under the subsection titled "How do we process (post) transactions to your account?" is deleted and replaced with the following: "Then, we process withdrawals/payments we have previously authorized and cannot return unpaid, such as debit card purchases, ATM withdrawals, account transfers, Online Bill Pay transactions, and teller-cashed checks. If we receive more than one of these transactions for payment from your account, we will generally sort and pay them based on the date and time you conducted the transactions. For a debit card transaction, if a merchant does not seek authorization from the Bank at the time of the transaction or you conducted the transaction more than 10 business days before we receive it for payment, we will use the date the transaction is received for payment from your account. For some transactions, such as Online Bill Pay transactions or teller-cashed checks, the time may be assigned by our systems and may vary from the time it was conducted. Multiple transactions that have the same time will be sorted and paid from lowest to highest dollar amount."

For questions, please call the number listed on your statement.

IMPORTANT ACCOUNT INFORMATION

Regulation D and Wells Fargo withdrawal and transfer restrictions on all savings accounts have been discontinued.

The Federal Reserve Board recently removed Regulation D's six transaction limit on certain withdrawals and transfers from savings accounts, and allowed banks to suspend enforcement of that limit at each bank's discretion. Your Deposit Account Agreement states that both Regulation D and Wells Fargo limit certain types of withdrawals and transfers from a savings account to a combined total of six per monthly fee period. This message is to advise you that these limits were removed in May 2020. We have also discontinued charging the related excess activity fees, and have ceased account conversions and account closures related to the six withdrawal or transfer limit.

While it will take a period of time to update our disclosures and other materials, the changes described above apply to your account immediately and allow you to make withdrawals and transfers, including online and mobile, from your savings account without regard to the previous limit of six transactions. If you have any questions about your account, please call the phone number at the top of your statement or visit your Wells Fargo branch.

WELLS FARGO

General statement policies for Wells Fargo Bank

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You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement . . . . . $ _____

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement.

$ _____
$ _____
$ _____
+ $ _____

. . . . . **TOTAL** $ _____

CALCULATE THE SUBTOTAL

(Add Parts A and B)

. . . . . **TOTAL** $ _____

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above . . . . . - $ _____

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)
This amount should be the same as the current balance shown in your check register . . . . . $ _____

Number	Items Outstanding	Amount

Wells Fargo Simple Business Checking

CEOCAST INC
211 E 43RD ST FL 4
NEW YORK NY 10017-4707

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted
1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833
En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (348)
P.O. Box 6995
Portland, OR 97228-6995

Your Business and Wells Fargo

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Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking	☑
Online Statements	☑
Business Bill Pay	☑
Business Spending Report	☑
Overdraft Protection	☐

IMPORTANT ACCOUNT INFORMATION

We're making important changes to the terms and conditions of several of our accounts. If these changes affect you, a detailed message is included below your transaction detail for each impacted account.

Statement period activity summary

Beginning balance on 10/1	$26,667.03
Deposits/Credits	2,479.00
Withdrawals/Debits	- 3,970.22
Ending balance on 10/31	**$25,175.81**
Average ledger balance this period	$26,848.64

Account number: **8232574957**

CEOCAST INC

New York account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 026012881

For Wire Transfers use
Routing Number (RTN): 121000248

WELLS FARGO

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo branch.

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
10/1	<	Business to Business ACH Debit - Paychex Inc. Payroll 89379500006829x Ceocast Inc		398.55	26,268.48
10/2	<	Business to Business ACH Debit - Payx-Pia-Wc Wc-Premium 0000036525457 Ceocast Inc		11.63	
10/2	<	Business to Business ACH Debit - Paychex Tps Taxes 093020 89381800007513x Ceocast Inc		96.70	26,160.15
10/9		Deposit Made In A Branch/Store	2,479.00		28,639.15
10/13	<	Business to Business ACH Debit - Paychex Eib Invoice 201013 x89388800037965 Ceocast Inc		304.69	28,334.46
10/15	<	Business to Business ACH Debit - Paychex Inc. Payroll 89592700004838x Ceocast Inc		920.19	27,414.27
10/16	<	Business to Business ACH Debit - Payx-Pia-Wc Wc-Premium 0000036613522 Ceocast Inc		11.63	
10/16	<	Business to Business ACH Debit - Paychex-Hrs Ins Prem 35566150 Ceocast Inc		28.90	
10/16	<	Business to Business ACH Debit - Paychex Tps Taxes 101420 89596900005400x Ceocast Inc		350.65	27,023.09
10/23		ATM Withdrawal authorized on 10/23 24 Chase Rd Scarsdale NY 0006767 ATM ID 0012K Card 7603		400.00	26,623.09
10/26		Recurring Payment authorized on 10/25 Vzwrlss*Apocc Visn 800-922-0204 FL S580299324682870 Card 7603		122.26	
10/26		Purchase authorized on 10/26 Balducci's #314 Scarsdale NY P00000000680183132 Card 7603		46.72	26,454.11
10/29	<	Business to Business ACH Debit - Paychex Inc. Payroll 89788000005287x Ceocast Inc		920.19	25,533.92
10/30	<	Business to Business ACH Debit - Payx-Pia-Wc Wc-Premium 0000036704209 Ceocast Inc		7.46	
10/30	<	Business to Business ACH Debit - Paychex Tps Taxes 102820 89793000003510x Ceocast Inc		350.65	25,175.81
Ending balance on 10/31					**25,175.81**
Totals			**$2,479.00**	**$3,970.22**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

< ***Business to Business ACH:****If this is a business account, this transaction has a return time frame of one business day from post date. This time frame does not apply to consumer accounts.*

Monthly service fee summary

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 10/01/2020 - 10/31/2020	Standard monthly service fee $10.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
· Average ledger balance	$500.00	$26,849.00 ☑

The Monthly service fee summary fee period ending date shown above includes a Saturday, Sunday, or holiday which are non-business days. Transactions occurring after the last business day of the month will be included in your next fee period.

C1/C1

WELLS FARGO

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units ($)	Total service charge ($)
Cash Deposited ($)	0	3,000	0	0.0030	0.00
Transactions	13	50	0	0.50	0.00
Total service charges					**$0.00**

IMPORTANT ACCOUNT INFORMATION:

Your Wells Fargo Simple Business Checking account is changing.

Effective November 9, 2020, the name of your account will change to Initiate Business Checking (SM). Other changes to your account are listed below.

Effective with the fee period beginning after October 8, 2020, the $10 monthly service fee can be avoided with ONE of the following options each fee period:

- Maintain a $500 minimum daily balance
- Maintain a $1,000 average ledger balance

If you do not meet one of the options above, the monthly service fee will be charged for fee periods ending on or after November 9, 2020.

In addition, effective with the fee period beginning after October 8, 2020, other features of your account will change:

- Your account will include more Transactions at no charge, increasing from 50 to 100 each fee period. The fee for Transactions over 100 each fee period remains at $0.50 each.
- The definition of Transactions is changing to include all checks deposited and all withdrawals or debits posted to your account, including paper and electronic, except debit card purchases and debit card payments.
- Your account will include more Cash Deposits Processing at no charge, increasing from $3,000 to $5,000 each fee period. The fee for Cash Deposits Processed over $5,000 remains at $0.30 per $100 deposited.

Fee Period: The fee period is the period used to calculate monthly fees. Your statement includes a monthly service fee summary with the dates of the fee period. The monthly service fee summary is also available through Wells Fargo Business Online® or Wells Fargo Mobile®.

What remains the same:
- The Business Fee and Information Schedule and Deposit Account Agreement, as amended, continue to apply.

If you have questions about these changes, please contact your local banker or call the number listed on this statement.

Thank you for banking with Wells Fargo. We appreciate your business.

IMPORTANT ACCOUNT INFORMATION

Effective on or after November 30, 2020, (1) Wells Fargo branches will no longer be able to issue Wells Fargo Instant Issue Debit Cards and/or Business Instant Issue Debit Cards in certain circumstances, and (2) Wells Fargo branches in the states of South Carolina and Washington will no longer be able to issue Wells Fargo Instant Issue Debit Cards, Wells Fargo Business Instant Issue Debit Cards, and/or EasyPay Instant Cards. If you need a replacement card, you may request one by signing on to Wells Fargo Online® or calling the number on your statement. Once requested, replacement cards typically arrive in 5 to 7 calendar days. If you previously added your current Wells Fargo Debit Card or EasyPay Card to your Wells Fargo-supported digital wallet, you may continue to make purchases and access Wells Fargo ATMs using your digital wallet while you wait for your replacement card to arrive. For more details on digital wallets, please visit wellsfargo.com/mobile/payments.

IMPORTANT ACCOUNT INFORMATION

Regulation D and Wells Fargo withdrawal and transfer restrictions on all savings accounts have been discontinued.

The Federal Reserve Board recently removed Regulation D's six transaction limit on certain withdrawals and transfers from savings accounts, and allowed banks to suspend enforcement of that limit at each bank's discretion. Your Deposit Account Agreement states that both Regulation D and Wells Fargo limit certain types of withdrawals and transfers from a savings account to a combined total of six per monthly fee period. This message is to advise you that these limits were removed in May 2020. We have also discontinued charging the related excess activity fees, and have ceased account conversions and account closures related to the six withdrawal or transfer limit.

While it will take a period of time to update our disclosures and other materials, the changes described above apply to your account immediately and allow you to make withdrawals and transfers, including online and mobile, from your savings account without regard to the previous limit of six transactions. If you have any questions about your account, please call the phone number at the top of your statement or visit your Wells Fargo branch.

WELLS FARGO

General statement policies for Wells Fargo Bank

■ **Notice:** Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement . . . . . $ _____

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement.

$ _____
$ _____
$ _____
+ $ _____

. . . . . **TOTAL** $ _____

CALCULATE THE SUBTOTAL

(Add Parts A and B)

. . . . . **TOTAL** $ _____

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above . . . . . - $ _____

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)
This amount should be the same as the current balance shown in your check register . . . . . $ _____

Number	Items Outstanding	Amount

Initiate Business Checking[SM]

WELLS FARGO

CEOCAST INC
211 E 43RD ST FL 4
NEW YORK NY 10017-4707

Questions?

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Telecommunications Relay Services calls accepted
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Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking	☑
Online Statements	☑
Business Bill Pay	☑
Business Spending Report	☑
Overdraft Protection	☐

Statement period activity summary

Beginning balance on 11/1	$25,175.81
Deposits/Credits	0.00
Withdrawals/Debits	- 3,678.27
Ending balance on 11/30	**$21,497.54**

Account number: **8232574957**

CEOCAST INC

New York account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 026012881

For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo branch.

WELLS FARGO

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
11/4		Purchase authorized on 11/02 Herff Jones Yearbo 866-750-1367 KS S580307770635499 Card 7603		403.92	24,771.89
11/10		Purchase authorized on 11/09 Scarsdale Adult SC 914-723-2325 NY S380315067700543 Card 7603		120.00	
11/10		Purchase authorized on 11/10 Cvs/Pharm 01231--Eastc East Chester NY P00000000077340762 Card 7603		13.98	
11/10	<	Business to Business ACH Debit - Paychex Eib Invoice 201110 x89804300019879 Ceocast Inc		220.46	24,417.45
11/12		Purchase authorized on 11/10 Delta Air 006243 Delta.Com CA S300315509627092 Card 7603		111.20	
11/12		Purchase authorized on 11/10 Delta Air 006218 Cincinnati OH S580315780646955 Card 7603		865.00	
11/12	<	Business to Business ACH Debit - Paychex Inc. Payroll 89964800004993x Ceocast Inc		398.56	23,042.69
11/13	<	Business to Business ACH Debit - Payx-Pia-Wc Wc-Premium 0000036792741 Ceocast Inc		11.63	
11/13	<	Business to Business ACH Debit - Paychex-Hrs Ins Prem 35935836 Ceocast Inc		32.10	
11/13	<	Business to Business ACH Debit - Paychex Tps Taxes 111020 89963600007055x Ceocast Inc		96.69	22,902.27
11/27		Recurring Payment authorized on 11/25 Vzwrlss*Apocc Visn 800-922-0204 FL S580330355161078 Card 7603		122.26	
11/27	<	Business to Business ACH Debit - Paychex Tps Taxes 112520 90184600000150x Ceocast Inc		350.66	
11/27	<	Business to Business ACH Debit - Paychex Inc. Payroll 90182700002189x Ceocast Inc		920.18	21,509.17
11/30	<	Business to Business ACH Debit - Payx-Pia-Wc Wc-Premium 0000036924644 Ceocast Inc		11.63	21,497.54
Ending balance on 11/30					**21,497.54**
Totals			**$0.00**	**$3,678.27**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

< ***Business to Business ACH:****If this is a business account, this transaction has a return time frame of one business day from post date. This time frame does not apply to consumer accounts.*

Monthly service fee summary

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 11/01/2020 - 11/30/2020	Standard monthly service fee $10.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
· Average ledger balance	$1,000.00	$23,423.00 ☑
· Minimum daily balance	$500.00	$21,497.54 ☑

C1/C1

WELLS FARGO

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units ($)	Total service charge ($)
Cash Deposited ($)	0	5,000	0	0.0030	0.00
Transactions	8	100	0	0.50	0.00
Total service charges					**$0.00**

Other Wells Fargo Benefits

Our National Business Banking Center customer service number 1-800-CALL-WELLS (1-800-225-5935) hours of operation have temporarily changed to 7:00 a.m. to 11:00 p.m. Eastern Time, Monday through Saturday and Sunday 9:00 a.m. to 10:00 p.m. Eastern Time. Access to our automated banking system, the ability to report a fraud claim on your business credit or debit card, and access to report a lost or stolen business card will continue to be available 24 hours a day, 7 days per week. Thank you for banking with Wells Fargo. We appreciate your business.

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Great News! The daily ATM withdrawal limit for each debit/ATM card linked to your checking account is being increased to $1,010. The increase becomes effective between November 1 and November 8, 2020.

WELLS FARGO

General statement policies for Wells Fargo Bank

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2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement . . . . . $ _____

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement.

$ _____
$ _____
$ _____
+ $ _____

. . . . . **TOTAL** $ _____

CALCULATE THE SUBTOTAL

(Add Parts A and B)

. . . . . **TOTAL** $ _____

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above . . . . . - $ _____

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)
This amount should be the same as the current balance shown in your check register . . . . . $ _____

Number	Items Outstanding	Amount