

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT  
IN AND FOR ORANGE COUNTY, FLORIDA**

**In re:**

**ASSIGNMENT FOR THE BENEFIT  
OF CREDITORS OF PROPERTY  
REGISTRATION CHAMPIONS, LLC,  
A Florida Limited Liability Company,**

**CASE NO.:** \_\_\_\_\_

**Assignor,**

**COMPLEX BUSINESS COURT  
DIVISION 43**

**To:**

**MARK C. HEALY,**

**Assignee.**

\_\_\_\_\_ /

**PETITION COMMENCING ASSIGNMENT FOR THE BENEFIT OF CREDITORS**

Petitioner, Mark C. Healy of Michael Moecker & Associates, Inc., (the "Assignee"), as Assignee for the Benefit of Creditors of Property Registration Champions, LLC, (the "Assignor"), by and through undersigned counsel and in accordance with Chapter 727, Florida Statutes, respectfully shows:

1. This is a Petition for Assignment for the Benefit of Creditors. This Court has jurisdiction of the proceeding in accordance with the provisions of Florida Statutes Section 727 *et seq.*

2. The Assignor previously maintained its principal place of business at 1980 N. Atlantic, #220, Cocoa Beach, FL 32931; however, the location is now vacant, and Assignor operates from the home of its principal, Mr. Shumway, who is a resident of Orange County, Florida.

3. The Assignee has offices located at 1885 Marina Mile Boulevard, Suite 103, Fort Lauderdale, Florida 33315.

4. The Assignor is indebted to creditors and is unable to pay its debts and through this

Assignment seeks to provide for the payment of said debts within its resources.

5. A copy of the Assignment, including schedules of assets and liabilities, is attached hereto.

WHEREFORE, Petitioner prays for relief through entry of an Assignment for Benefit of Creditors.

Respectfully submitted this 27<sup>th</sup> day of June 2023.

/s/ R. Scott Shuker, Esq.

R. SCOTT SHUKER, ESQ.

Florida Bar No.: 0984469

Shuker & Dorris, P.A.

121 S. Orange Ave., Suite 1120

Orlando, Florida 32801

Tel.: (407) 337-2060

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*Attorneys for Assignee*

## ASSIGNMENT

ASSIGNMENT, made on this 16<sup>th</sup> day of June, 2023 between Property Registration Champions, LLC, with a principal place of business at 1980 N. Atlantic, #220, Cocoa Beach, FL 32931, (hereinafter "ASSIGNOR") and Mark C. Healy of Michael Moecker & Associates, Inc., whose address is 1885 Marina Mile Blvd., Suite 103, Fort Lauderdale, FL 33315, (hereinafter "ASSIGNEE").

WHEREAS, the ASSIGNOR has been engaged in the business of Property Registration Programs

WHEREAS, the ASSIGNOR is indebted to creditors, as set forth in Schedule A annexed hereto, is unable to pay its debts as they become due, and is desirous of providing for the payment of its debts, so far as it is possible by an assignment of all of its assets for that purpose.

NOW, THEREFORE, the ASSIGNOR, in consideration of the ASSIGNEE'S acceptance of this Assignment, and for other good and valuable consideration, hereby grants, assigns, conveys, transfers, and sets over, unto the ASSIGNEE, his or her successors and assigns, all of its assets, except such assets as are exempt by law from levy and sale under and execution, including, but not limited to, all real property, fixtures, goods, stock, inventory, equipment, furniture, furnishings, accounts receivable, bank deposits, cash, promissory notes, cash value and proceeds of insurance policies, claims and demands belonging to the ASSIGNOR, and all books, records, and electronics data pertaining to all such assets, wherever such assets may be located, hereinafter the "ESTATE," as which assets are, to the best knowledge and belief of the ASSIGNOR, set forth on Schedule B annexed hereto.

The ASSIGNEE shall take possession of, and protect and preserve, all such assets and administer the ESTATE in accordance with the provisions of Chapter 727, Florida Statutes, and shall liquidate the assets of the ESTATE with reasonable dispatch and convert the ESTATE into money, collect all claims and demands hereby assigned as may be collectible, and pay and discharge all reasonable expenses, costs, and disbursements in connection with the execution and administration of this Assignment from the proceeds of such liquidations and collections.

The ASSIGNEE shall then pay and discharge in full, to the extent that funds are available in the ESTATE after payment of administrative expenses, costs, and disbursements, all of the debts and liabilities now due from the ASSIGNOR, including interest on such debts and liabilities. If funds of the ESTATE shall not be sufficient to pay such debts and liabilities in full, then the ASSIGNEE shall pay from funds of the ESTATE such debts and liabilities, on a pro rata basis and in proportion to their priority as set forth in Section 727.114, Florida Statutes.


If all debt and liabilities are paid in full, any funds of the ESTATE remaining shall be returned to the ASSIGNOR.

To accomplish the purposes of this Assignment, the ASSIGNOR hereby appoints the ASSIGNEE its true and lawful attorney, irrevocable, with full power and authority to do all acts and things which may be necessary to execute the Assignment hereby created; to demand and recover from all persons all assets of the ESTATE; to sue for the recovery of such assets; to execute, acknowledge, and deliver all necessary deeds, instruments, and conveyances; and to appoint one or more attorneys under him or her to assist the ASSIGNEE in carrying out his or her duties hereunder.

The ASSIGNOR hereby authorizes the ASSIGNEE to sign the name of the Assignor to any check, draft, promissory note, or other instrument in writing which is payable to the order of the ASSIGNOR, or to sign the name of the ASSIGNOR to any instrument in writing, whenever it shall be necessary to do so, to carry out the purpose of this Assignment.


The ASSIGNEE hereby accepts the trust created by the Assignment, and agrees with the ASSIGNOR that the ASSIGNEE will faithfully and without delay carry out his duties under the Assignment.


WITNESSES:

  
\_\_\_\_\_  
Adam Friedman

  
By: \_\_\_\_\_ Doug Shumway

WITNESSES:

  
\_\_\_\_\_  
Aline Esquerro

  
By: Mark C. Healy, Assignee  
1885 Marina Mile Blvd., Suite 103  
Fort Lauderdale, FL 33315

STATE OF FLORIDA Georgia  
COUNTY OF Gwinnett

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 16<sup>th</sup> day of June, 2023, by Doug Shomway, CEO of Property Registration Champions, LLC. He/she is personally known to me or has produced Driver's License as identification.

[Notary Seal]



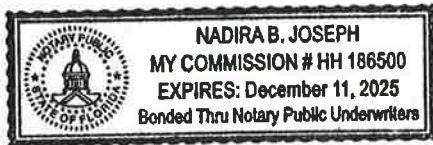
Rene Griffis  
Notary Public  
Rene Griffis  
Name typed, printed or stamped

MY COMMISSION EXPIRES 12-10-2025

STATE OF FLORIDA )  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 19<sup>th</sup> day of JUNE, 2023, by Mark C. Healy, who is personally known to me or has produced \_\_\_\_\_ as identification.

[Notary Seal]




Nadira B. Joseph  
Notary Public  
NADIRA JOSEPH  
Name typed, printed or stamped

**VERIFICATION OF ASSIGNMENT TO MARK C. HEALY**

**AND SCHEDULES BY ASSIGNOR**

The undersigned, Doug Shumway of Property Registration Champions, LLC, hereby verifies the assignment of all of its rights, title and interest in and to all of its assets, as indicated on the attached Schedules to that Assignment as filed with this court on 6-16-, 2023 and further verifies each of the facts set forth in the Schedules annexed to the Assignment to the best of my knowledge and belief.

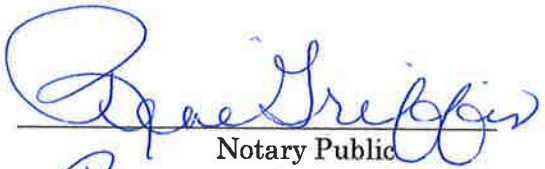
Signature: 

STATE OF ~~FLORIDA~~ Georgia  
COUNTY OF Gwinnett )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 16th day of June, 2023, by Doug Shumway CEO of Property Registration Champions LLC. He/she is personally known to me or has produced drivers license as identification.

[Notary Seal]



  
Notary Public  
Rene Griffis  
Name typed, printed or stamped

MY COMMISSION EXPIRES 12-10-2025

ACCEPTANCE OF ASSIGNMENT

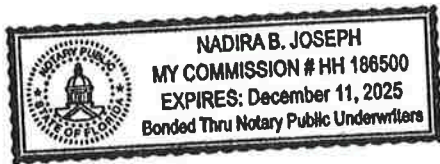
The undersigned, Mark C. Healy, the Assignee herein, duly acknowledges that the Assignee accepts delivery of the assignment and that he or she will duly perform the duties imposed upon the Assignee pursuant to chapter 727, Florida Statutes.

By: [Signature]  
Mark C. Healy, Assignee

STATE OF FLORIDA )  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 19<sup>th</sup> day of JUNE, 2023, by Mark C. Healy, who is personally known to me or has produced \_\_\_\_\_ as identification.

[Notary Seal]



[Signature]  
Notary Public

NADIRA JOSEPH  
Name typed, printed or stamped

**SCHEDULE A - CREDITOR LIST**

**1. SECURED CREDITORS:**

<u>NAME AND ADDRESS</u>	<u>AMOUNT</u>	<u>COLLATERAL</u>	<u>DISPUTED</u>
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**2. WAGES OWED:**

<u>NAME AND ADDRESS</u>	<u>AMOUNT</u>	<u>COLLATERAL</u>	<u>DISPUTED</u>
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**3. CONSUMER DEPOSITS:**

**4. LIST OF ALL TAXES OWED:**

**5. UNSECURED CLAIMS OWED:**

**6. OWNERS OR SHAREHOLDERS:**

<u>NAME AND ADDRESS</u>	<u>PERCENT OF OWNERSHIP</u>
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**7. LIST ALL PENDING LITIGATION AND OPPOSING COUNSEL OF RECORDS:**

<u>STYLE</u>	<u>PARTIES</u>	<u>OPPOSING COUNSEL OF RECORD</u>
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# SCHEDULE A - 1. SECURED CREDITORS

<u>Name</u>	<u>Address</u>	<u>AMOUNT</u>	<u>COLLATERAL</u>
BankUnited, Inc.	189 So Orange Ave STE 1250S Orlando FL 32801 Att: Joe Disanti	\$ 7,276,114.49	As security for the payment of the Obligations, and satisfaction by Borrower of all covenants and undertakings contained in this Agreement and the other Loan Documents, Borrower hereby collaterally assigns and grants to Lender, a continuing Lien on and security interest in, upon and to the Collateral, whether now owned or hereafter acquired, created or arising and wherever located.

# SCHEDULE A - 2. WAGES

6/2/2023 - Accrued PTO

## Employee Manual Wording

These are the remaining PTO balances as of 6/2/2023 for employees residing in states without laws governing the payment of unpaid PTO upon termination. However, the employee manual details that unpaid PTO will be paid upon termination for all employees. For states requiring payment for unpaid PTO payment upon termination, funds have already been sent to Insperity and may need to be adjusted slightly for the 6/16/23 payroll, but there is enough funding in Insperity to cover any adjustments.

Accrued but unused PTO will be paid out to separated employees should they provide two weeks' notice and are not being terminated for misconduct.

Employee Name	State	Employee ID	Default Pay Rate	PTO		Balance	Estimated Value
				Available	Used		
ALICEA SASTRE, ADMALID	FL	3482465	\$18.14	66.82	56	10.82	\$196.27
BAGGETT, RHONDA M	FL	3218731	\$18.50	185.96	24	161.96	\$2,996.26
BAILEY, KATHLEEN LYNNELL	FL	3218729	\$29.13	144.26	16	128.26	\$3,736.21
BAJO, KARINA GUADALUPE	FL	3548629	\$26.25	50.82	52	-1.18	(\$30.98)
BALDWIN, MICHAEL CHRISTOPHER	FL	3218732	\$38.22	99.26	97	2.26	\$86.38
BISCHOFFBERGER, ALAINA M	FL	3218733	\$19.51	96.76	48	48.76	\$951.31
BOOSKA, JUSTIN R	FL	3218735	\$18.15	193.76	16	177.76	\$3,226.34
CARCIERI, AMY	FL	3218737	\$25.00	187.76	12	175.76	\$4,394.00
CASTRO, RENA M	FL	3218739	\$18.75	69.09	27	42.09	\$789.19
CAVENDISH KELDERHOUSE, LUCIA HELENA	FL	3218740	\$25.00	133.26	55	78.26	\$1,956.50
DAILEY, TAYLOR ANN	FL	3483688	\$20.00	98.99	80	18.99	\$379.80
EGLER, JAYNE M	FL	3218742	\$19.20	187.76	44	143.76	\$2,760.19
EKEY, TAYLOR J	FL	3218743	\$22.18	135.51	23	112.51	\$2,495.47
ESINDU, JUANA MARIA	FL	3218744	\$37.14	151.26	116	35.26	\$1,309.56
GROSSE, WENDY	FL	3218746	\$16.00	147.42	36.76	110.66	\$1,770.56

HOWARTH, TRACEY A	FL	3445041	\$36.06	63.64	51	12.64	\$455.80
JACKSON, MARILYN YVETTE	FL	3482461	\$18.14	74.32	30	44.32	\$803.96
LOWE, DREYKUS MARTINEZE	AR	4104049	\$14.00	50.82	8	42.82	\$599.48
MCELHINNY, ANDREW GARRETT	FL	3218750	\$33.65	187.76	84	103.76	\$3,491.52
MENZENSKI, VINCENT WAYNE	FL	3865793	\$38.46	74.82	40	34.82	\$1,339.18
MORRIS, DEANNA LOUISE	FL	3218751	\$31.46	147.26	109	38.26	\$1,203.66
PRICE, JAIME	FL	3218753	\$19.31	70.18	83	-12.82	(\$247.55)
RODRIGUES, SUSAN JEAN	FL	3315512	\$18.69	69.76	20	49.76	\$930.01
SCHEEN, CHRISTOPHER D	FL	4035950	\$14.00	66.82	11.5	55.32	\$774.48
SHIFLETT, CATHERINE O	FL	3218756	\$23.36	124.26	72	52.26	\$1,220.79
SISSON, RACHEL	FL	3218758	\$20.00	174.04	32	142.04	\$2,840.80
TINDALL, BERKYS	FL	3323457	\$21.63	140.26	68	72.26	\$1,562.98
TINDALL, MATTHEW ERIC	FL	3665293	\$16.00	90	75.27	14.73	\$235.68
WASSEL, BARBARA E	FL	3218760	\$18.76	94.76	40	54.76	\$1,027.30
WEIR, STACY K	FL	3218761	\$18.68	53.26	4	49.26	\$920.18
WELLS, BRIAN S	FL	3218763	\$16.00	151.64	40.18	111.46	\$1,783.36
WILLIAMSON, MELISSA SUE	FL	3315462	\$19.67	121.76	93	28.76	\$565.71
<b>Total</b>				<b>3704.05</b>	<b>1563.71</b>	<b>2140.34</b>	<b>\$46,524.42</b>

# SCHEDULE A - 3. Due to Municipalities Total

6/16/2023 - Reconciled Registrations

Some AR may not be collecte \$ 28,561.02  
as we have nothing to apply against

Vendor	State	\$ 727,175.37	\$ 356,280.00	\$ 170,740.00	\$ (116,063.00)	\$ (1,968.91)	\$ (112,600.00)	\$ 1,023,563.46
		Community Payable	County Payable	Quickbooks A/P (April)	Quickbooks A/R	AP Credits	PRC Portion of May/June	Total Due to Muni
Maywood	IL	\$ -	\$ -	\$ -	\$ (15,668.00)	\$ -	\$ -	\$ (15,668.00)
Gloucester County	NJ	\$ -	\$ -	\$ -	\$ (7,800.00)	\$ -	\$ -	\$ (7,800.00)
Township of North Bergen	NJ	\$ 10,050.00	\$ -	\$ 4,550.00	\$ (15,980.00)	\$ -	\$ (1,400.00)	\$ (2,780.00)
City of Newark	NJ	\$ -	\$ -	\$ -	\$ (1,000.00)	\$ -	\$ -	\$ (1,000.00)
Passaic County	NJ	\$ -	\$ -	\$ -	\$ (810.00)	\$ -	\$ -	\$ (810.00)
Village of Babylon	NJ	\$ 50.00	\$ -	\$ -	\$ -	\$ (528.96)	\$ -	\$ (478.96)
Town of Boonton	FL	\$ 1,300.00	\$ -	\$ -	\$ (1,200.00)	\$ -	\$ (200.00)	\$ (100.00)
Town of Riverhead	FL	\$ -	\$ -	\$ -	\$ -	\$ (24.06)	\$ -	\$ (24.06)
City of Litchfield	NJ	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of New Port Richey	NY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Springfield	NJ	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Village of Farmingdale	NJ	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Village of Schiller Park	FL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Town of Gates	NJ	\$ 6.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6.00
Town of Penfield	NY	\$ 24.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24.00
Heyworth Village	NJ	\$ 50.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50.00
City of St. Pete Beach	OH	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100.00
Town of Lake Clarke Shores	NY	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100.00
Village of Palm Springs	IL	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100.00
Bradford County	FL	\$ 125.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125.00
Borough of Haddonfield	NJ	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ (100.00)	\$ 150.00
City of North Bay Village	FL	\$ 150.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150.00
Village of River Grove	IL	\$ 190.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 190.00
Borough of Walnutport	PA	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200.00
City of Wenatchee	FL	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200.00
Islamorada, Village of Islands	PA	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200.00
Palmer Township	FL	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200.00
West Newton Borough	IL	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200.00
Town of Loxahatchee Groves	NJ	\$ 232.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 232.00
City of Quincy	NJ	\$ 300.00	\$ -	\$ -	\$ -	\$ (50.00)	\$ -	\$ 250.00
City of Pittston	IL	\$ 250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250.00
Village of Wellington	IL	\$ 250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250.00
Township of Elizabeth	NY	\$ 275.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275.00
Borough of Castle Shannon	NJ	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300.00
Cheney City	NJ	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300.00
City of Palatka	FL	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300.00
East McKeesport Borough	IL	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300.00
Swissvale Borough	CA	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300.00
Village of Minooka	IL	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300.00
Village of Hanna City	IL	\$ 350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350.00
City of Oakland Park	NJ	\$ 375.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 375.00

Borough of Haddon Heights	NJ	\$	-	\$	500.00	\$	-	\$	-	\$	(100.00)	\$	400.00
Borough of Laurel Springs	NJ	\$	-	\$	500.00	\$	-	\$	-	\$	(100.00)	\$	400.00
Borough of Newfield	NJ	\$	-	\$	500.00	\$	-	\$	-	\$	(100.00)	\$	400.00
Borough of Steelton	PA	\$	400.00	\$	-	\$	-	\$	-	\$	-	\$	400.00
Borough of Wilson	PA	\$	400.00	\$	-	\$	-	\$	-	\$	-	\$	400.00
City of El Paso	IL	\$	400.00	\$	-	\$	-	\$	-	\$	-	\$	400.00
City of Port Republic	PA	\$	-	\$	500.00	\$	-	\$	-	\$	(100.00)	\$	400.00
Corbin City	PA	\$	-	\$	500.00	\$	-	\$	-	\$	(100.00)	\$	400.00
Township of Forks	NY	\$	400.00	\$	-	\$	-	\$	-	\$	-	\$	400.00
City of St. Augustine	WA	\$	450.00	\$	-	\$	-	\$	-	\$	-	\$	450.00
City of Middletown	FL	\$	670.00	\$	-	\$	-	\$	-	\$	-	\$	470.00
City of York	IL	\$	500.00	\$	-	\$	-	\$	(200.00)	\$	-	\$	500.00
Township of Derry	NY	\$	500.00	\$	-	\$	-	\$	-	\$	-	\$	500.00
Village of Homer Glen	NY	\$	600.00	\$	-	\$	-	\$	(80.00)	\$	-	\$	520.00
Town of Ogden	NJ	\$	529.00	\$	-	\$	-	\$	-	\$	-	\$	529.00
West New York Town	IL	\$	3,350.00	\$	-	\$	4,350.00	\$	(6,550.00)	\$	(600.00)	\$	550.00
Village of Hempstead	IL	\$	590.00	\$	-	\$	-	\$	-	\$	-	\$	590.00
Borough of Colwyn	NJ	\$	600.00	\$	-	\$	-	\$	-	\$	-	\$	600.00
Borough of Penbrook	PA	\$	600.00	\$	-	\$	-	\$	-	\$	-	\$	600.00
City of Brigantine	NJ	\$	-	\$	800.00	\$	-	\$	-	\$	(200.00)	\$	600.00
City of DeBary	FL	\$	600.00	\$	-	\$	-	\$	-	\$	-	\$	600.00
City of Englewood	NJ	\$	600.00	\$	-	\$	600.00	\$	(300.00)	\$	(300.00)	\$	600.00
City of West Peoria	WI	\$	600.00	\$	-	\$	-	\$	-	\$	-	\$	600.00
Homestead Borough	FL	\$	600.00	\$	-	\$	-	\$	-	\$	-	\$	600.00
Town of Kent	DE	\$	618.00	\$	-	\$	-	\$	-	\$	-	\$	618.00
City of Edgewater	FL	\$	624.00	\$	-	\$	-	\$	-	\$	-	\$	624.00
Town of Oyster Bay	NY	\$	626.00	\$	-	\$	-	\$	-	\$	-	\$	626.00
Steger Village	FL	\$	720.00	\$	-	\$	-	\$	(80.00)	\$	-	\$	640.00
Borough of East Lansdowne	PA	\$	648.00	\$	-	\$	-	\$	-	\$	-	\$	648.00
Chicago Ridge Village	IL	\$	648.00	\$	-	\$	-	\$	-	\$	-	\$	648.00
Borough of Marcus Hook	PA	\$	768.00	\$	-	\$	-	\$	-	\$	-	\$	768.00
Borough of Swedesboro	NJ	\$	-	\$	1,000.00	\$	-	\$	-	\$	(200.00)	\$	800.00
Town of Elsmere	NY	\$	800.00	\$	-	\$	-	\$	-	\$	-	\$	800.00
Township of Shamong	NJ	\$	500.00	\$	-	\$	500.00	\$	(100.00)	\$	(100.00)	\$	800.00
Village of Harwood Heights	IL	\$	800.00	\$	-	\$	-	\$	-	\$	-	\$	800.00
Village Of Orland Hills	IL	\$	800.00	\$	-	\$	-	\$	-	\$	-	\$	800.00
Town of Salina	FL	\$	910.00	\$	-	\$	-	\$	-	\$	-	\$	910.00
City of Rockford	FL	\$	966.40	\$	-	\$	-	\$	-	\$	-	\$	966.40
City of Holly Hill	FL	\$	1,000.00	\$	-	\$	-	\$	-	\$	-	\$	1,000.00
City of Newberry	FL	\$	1,000.00	\$	-	\$	-	\$	-	\$	-	\$	1,000.00
Swatara Township	IL	\$	1,000.00	\$	-	\$	-	\$	-	\$	-	\$	1,000.00
Village of Bridgeview	NJ	\$	1,000.00	\$	-	\$	-	\$	-	\$	-	\$	1,000.00
City of North Miami Beach	FL	\$	1,050.00	\$	-	\$	-	\$	-	\$	-	\$	1,050.00
Lower Alsace Township	FL	\$	1,100.00	\$	-	\$	-	\$	-	\$	-	\$	1,100.00
Town of Clarkstown	PA	\$	1,122.00	\$	-	\$	-	\$	-	\$	-	\$	1,122.00
Borough of Woodbury Heights	NJ	\$	-	\$	1,500.00	\$	-	\$	-	\$	(300.00)	\$	1,200.00
City of Cocoa	FL	\$	1,200.00	\$	-	\$	-	\$	-	\$	-	\$	1,200.00
City of Prospect Heights	NJ	\$	1,200.00	\$	-	\$	-	\$	-	\$	-	\$	1,200.00





City of West Allis	KS	\$	4,085.00	\$	-	\$	-	\$	-	\$	4,085.00
City of Lancaster	FL	\$	4,096.00	\$	-	\$	-	\$	-	\$	4,096.00
City of Spokane	PA	\$	4,250.00	\$	-	\$	-	\$	-	\$	4,250.00
City of Woodbury	FL	\$	-	\$	5,000.00	\$	-	\$	-	\$	4,300.00
West Mifflin Borough	FL	\$	4,400.00	\$	-	\$	-	\$	(700.00)	\$	4,400.00
Village of Round Lake	IL	\$	4,416.00	\$	-	\$	-	\$	-	\$	4,416.00
City of Wilkes-Barre	IL	\$	4,660.00	\$	-	\$	-	\$	-	\$	4,660.00
Village of Matteson	IL	\$	4,688.00	\$	-	\$	-	\$	-	\$	4,688.00
Borough of Pitman	NJ	\$	-	\$	6,000.00	\$	-	\$	-	\$	4,800.00
City of West Palm Beach	WA	\$	4,875.00	\$	-	\$	-	\$	-	\$	4,875.00
City of Topeka	FL	\$	5,000.00	\$	-	\$	-	\$	(102.50)	\$	4,897.50
Robbins Village	PA	\$	3,276.00	\$	-	\$	1,628.00	\$	-	\$	4,904.00
Citrus County	FL	\$	4,950.00	\$	-	\$	-	\$	-	\$	4,950.00
City of McKeesport	FL	\$	4,980.00	\$	-	\$	-	\$	-	\$	4,980.00
City of Scranton	FL	\$	5,000.00	\$	-	\$	-	\$	-	\$	5,000.00
Kansas City-Unified Government of Wyai	IL	\$	5,040.00	\$	-	\$	-	\$	-	\$	5,040.00
Hernando County	IL	\$	5,100.00	\$	-	\$	-	\$	-	\$	5,100.00
City of East Peoria	IL	\$	5,110.00	\$	-	\$	-	\$	-	\$	5,110.00
Borough of Paramus	NJ	\$	4,600.00	\$	-	\$	1,600.00	\$	(770.00)	\$	5,230.00
City of Boynton Beach	FL	\$	5,300.00	\$	-	\$	-	\$	(200.00)	\$	5,300.00
Township of Buena Vista	NY	\$	-	\$	6,700.00	\$	-	\$	(1,300.00)	\$	5,400.00
St. Johns County		\$	5,500.00	\$	-	\$	-	\$	-	\$	5,500.00
City of Miami Gardens	FL	\$	5,700.00	\$	-	\$	-	\$	-	\$	5,700.00
Upper Darby Township	NJ	\$	5,804.00	\$	-	\$	-	\$	-	\$	5,804.00
Santa Ana City	NJ	\$	5,880.00	\$	-	\$	-	\$	-	\$	5,880.00
City of Waukegan	GA	\$	6,464.00	\$	-	\$	-	\$	(30.00)	\$	6,434.00
City of Northfield	FL	\$	-	\$	7,500.00	\$	-	\$	(900.00)	\$	6,600.00
Seminole County	PA	\$	6,700.00	\$	-	\$	-	\$	-	\$	6,700.00
Township of Little Egg Harbor	NJ	\$	6,500.00	\$	-	\$	1,500.00	\$	(300.00)	\$	6,700.00
Township of Winslow	NJ	\$	-	\$	8,500.00	\$	-	\$	(1,700.00)	\$	6,800.00
Village of Tinley Park	IL	\$	6,896.00	\$	-	\$	-	\$	-	\$	6,896.00
Borough of Norristown	PA	\$	6,900.00	\$	-	\$	-	\$	-	\$	6,900.00
Pinellas County	FL	\$	6,900.00	\$	-	\$	-	\$	-	\$	6,900.00
City of Harvey	PA	\$	6,907.60	\$	-	\$	-	\$	-	\$	6,907.60
Village of Calumet Park	PA	\$	7,040.00	\$	-	\$	-	\$	-	\$	7,040.00
Township of Washington	NJ	\$	-	\$	9,000.00	\$	-	\$	(1,800.00)	\$	7,200.00
City of Cape Canaveral	FL	\$	7,400.00	\$	-	\$	-	\$	-	\$	7,400.00
Dolton Village	FL	\$	7,408.00	\$	-	\$	-	\$	-	\$	7,408.00
Town of Brookhaven	IL	\$	7,470.00	\$	-	\$	-	\$	-	\$	7,470.00
Borough of Clayton	PA	\$	-	\$	8,800.00	\$	-	\$	(1,200.00)	\$	7,600.00
City of Lake Worth Beach	FL	\$	7,725.00	\$	-	\$	-	\$	-	\$	7,725.00
Chester City	PA	\$	7,780.00	\$	-	\$	-	\$	-	\$	7,780.00
Berkeley Township	NJ	\$	12,500.00	\$	-	\$	-	\$	(2,780.00)	\$	7,820.00
City of Peoria	FL	\$	7,832.00	\$	-	\$	-	\$	-	\$	7,832.00
Village of Sauk Village	IL	\$	5,086.00	\$	-	\$	2,862.00	\$	-	\$	7,948.00
Edgewater Park Township	PA	\$	10,000.00	\$	-	\$	-	\$	(2,000.00)	\$	8,000.00
Township of Deptford	NY	\$	-	\$	9,300.00	\$	-	\$	(1,100.00)	\$	8,200.00
City of Hialeah	IL	\$	8,450.00	\$	-	\$	-	\$	-	\$	8,450.00



City of Miami	PA	\$	9,039.50	\$	-	\$	-	\$	-	\$	-	\$	9,039.50
Township of Franklin	NJ	\$	-	\$	11,700.00	\$	-	\$	-	\$	(2,300.00)	\$	9,400.00
Village of South Holland	IL	\$	10,080.00	\$	-	\$	-	\$	-	\$	-	\$	10,080.00
Municipality of Penn Hills	PA	\$	10,760.00	\$	-	\$	-	\$	-	\$	-	\$	10,760.00
City of Calumet City	IL	\$	12,291.00	\$	-	\$	-	\$	-	\$	-	\$	12,291.00
Town of Islip	FL	\$	12,766.75	\$	-	\$	-	\$	-	\$	-	\$	12,766.75
Eastampton Township	FL	\$	17,000.00	\$	-	\$	-	\$	-	\$	(2,700.00)	\$	14,300.00
Colerain Township	NJ	\$	16,480.00	\$	-	\$	-	\$	-	\$	-	\$	16,480.00
City of Plainfield	FL	\$	21,250.00	\$	-	\$	-	\$	(1,900.00)	\$	(2,800.00)	\$	16,550.00
Township of Gloucester	PA	\$	-	\$	19,850.00	\$	-	\$	-	\$	(2,500.00)	\$	17,350.00
Township of Hamilton	PA	\$	-	\$	20,950.00	\$	-	\$	-	\$	(2,700.00)	\$	18,250.00
City of Jacksonville	FL	\$	20,992.82	\$	-	\$	-	\$	-	\$	-	\$	20,992.82
City of Camden	NJ	\$	-	\$	25,500.00	\$	-	\$	-	\$	(3,600.00)	\$	21,900.00
Brick Township	NJ	\$	18,800.00	\$	-	\$	14,000.00	\$	(2,500.00)	\$	(3,100.00)	\$	27,200.00
Township of Egg Harbor	NY	\$	-	\$	32,550.00	\$	-	\$	-	\$	(4,200.00)	\$	27,850.00
Township of West Milford	NJ	\$	21,350.00	\$	-	\$	11,500.00	\$	(1,750.00)	\$	(3,000.00)	\$	28,100.00
Township of Monroe	NJ	\$	-	\$	33,000.00	\$	-	\$	-	\$	(3,900.00)	\$	29,100.00
Hillsborough County	IL	\$	81,375.00	\$	-	\$	-	\$	(11,700.00)	\$	(40,300.00)	\$	29,375.00
Camden County Improvement Authority	NJ	\$	-	\$	-	\$	52,250.00	\$	(9,100.00)	\$	-	\$	43,150.00
Township of Pennsauken	NJ	\$	-	\$	64,630.00	\$	-	\$	(9,250.00)	\$	(1,300.00)	\$	54,080.00
Atlantic County Improvement Authority	NJ	\$	-	\$	-	\$	71,750.00	\$	(13,500.00)	\$	-	\$	58,250.00

## SCHEDULE A - 4. Taxes

N/A

# SCHEDULE A - 5. Accounts Payable

\*Amount due to munis currently inQuickbooks AP is located on Tab 3 Due to Muni in column E

6/16/2023

Total \$ 1,062,637.29

Type	Date	Name	Open Balance
Bill	5/5/2023	24/7 IT Solutions	\$33,423.84
Bill	6/7/2023	24/7 IT Solutions	\$36,800.00
Bill	6/1/2023	Archer Public Affairs	\$10,000.00
Bill	5/1/2023	Archer Public Affairs	\$10,000.00
Bill	5/23/2023	ASG Consulting Group - ACH	\$5,250.00
Bill	5/31/2023	BankUnited	\$189.19
Bill	6/5/2023	BankUnited	\$2,418.05
Bill	5/31/2023	BankUnited	\$9,816.35
Bill	6/5/2023	BankUnited	\$11,781.59
Bill	5/31/2023	BankUnited	\$18,177.98
Bill	6/1/2023	Brown and Weinraub	\$7,500.00
Bill	5/1/2023	Brown and Weinraub	\$7,500.00
Bill	5/9/2023	Chapman & CO Leadership Institute	\$4,750.00
Bill	6/1/2023	Click2Mail - ACH	\$47.12
Bill	6/1/2023	Cocoa Beach Office - ACH	\$2,662.50
Bill	6/6/2023	Emazzanti Technologies	\$2,320.00
Bill	5/6/2023	Emazzanti Technologies	\$2,320.00
Bill	4/30/2023	Gibbons P.C. - ACH	\$5,950.50
Bill	4/30/2023	Gibbons P.C. - ACH	\$16,999.00
Bill	5/31/2023	Gibbons P.C. - ACH	\$31,264.86
Bill	6/8/2023	Gibbons P.C. - ACH	\$40,149.50
Bill	5/31/2023	Gibbons P.C. - ACH	\$41,360.34
Bill	4/30/2023	Gibbons P.C. - ACH	\$49,952.30
Bill	5/23/2023	Gunster	\$69.00
Bill	5/4/2023	Gunster	\$608.72
Bill	5/23/2023	Gunster	\$661.00
Bill	5/4/2023	Gunster	\$733.32
Bill	5/23/2023	Gunster	\$984.52
Bill	5/23/2023	Gunster	\$1,708.00
Bill	5/4/2023	Gunster	\$4,158.70
Bill	5/23/2023	Gunster	\$4,412.00
Bill	5/23/2023	Gunster	\$5,505.50
Bill	5/4/2023	Gunster	\$6,848.00
Bill	5/4/2023	Gunster	\$7,405.90
Bill	5/4/2023	Gunster	\$7,496.50
Bill	5/4/2023	Gunster	\$7,760.50
Bill	5/23/2023	Gunster	\$9,011.00
Bill	5/4/2023	Gunster	\$11,323.00
Bill	5/4/2023	Gunster	\$12,804.00
Bill	4/30/2023	Gunster	\$26,021.84

Bill	5/23/2023 Gunster	\$35,988.20
Bill	4/24/2023 JM & Company	\$46,828.62
Bill	6/30/2023 Jorge Fernandez	\$15,000.00
Bill	5/23/2023 KEL-MAR CONSULTING, INC - ACH	\$1,880.00
Bill	5/2/2023 Law Office of Stephen Barker	\$500.00
Bill	5/2/2023 Law Office of Stephen Barker	\$720.00
Bill	5/2/2023 Law Office of Stephen Barker	\$1,300.00
Bill	4/30/2023 Levan Stapleton Segal Cochran	\$9,346.00
Bill	6/5/2023 Levan Stapleton Segal Cochran	\$23,541.50
Bill	5/16/2023 Mediusware - ACH	\$80.00
Bill	5/23/2023 Model Solutions	\$30.00
Bill	6/2/2023 Post Capital Equity Partner III LP	\$50,000.00
Bill	6/1/2023 Post Capital Management LLC	\$25,000.00
Bill	5/1/2023 Post Capital Management LLC	\$25,000.00
Bill	4/1/2023 Post Capital Management LLC	\$25,000.00
Bill	4/1/2022 Post Capital Management LLC	\$25,000.00
Bill	5/1/2022 Post Capital Management LLC	\$25,000.00
Bill	6/1/2022 Post Capital Management LLC	\$25,000.00
Bill	7/1/2022 Post Capital Management LLC	\$25,000.00
Bill	8/1/2022 Post Capital Management LLC	\$25,000.00
Bill	9/1/2022 Post Capital Management LLC	\$25,000.00
Bill	10/1/2022 Post Capital Management LLC	\$25,000.00
Bill	11/1/2022 Post Capital Management LLC	\$25,000.00
Bill	12/1/2022 Post Capital Management LLC	\$25,000.00
Bill	1/31/2023 Post Capital Management LLC	\$25,000.00
Bill	2/28/2023 Post Capital Management LLC	\$25,000.00
Bill	3/1/2023 Post Capital Management LLC	\$25,000.00
Bill	5/18/2023 Power Almanac - CC	\$6,000.00
Bill	6/1/2023 Racine County Register of Deeds	\$500.00
Bill	5/1/2023 Racine County Register of Deeds	\$500.00
Bill	6/1/2023 Renwood RealtyTrac, LLC/Attom Data - ACH	\$5,000.00
Bill	5/1/2023 Renwood RealtyTrac, LLC/Attom Data - ACH	\$5,000.00
Bill	5/23/2023 River North Strategies LLC - ACH	\$958.12
Bill	6/1/2023 Rock Island County Recorder	\$100.00
Bill	6/7/2023 Scott Blasie	\$25.36
Bill	5/16/2023 Shenker Russo & Clark LLP - ACH	\$80.00
Bill	5/23/2023 Space Coast Strategy, Inc.	\$219.37
Bill	6/1/2023 Swartz Campbell LLC	\$24,845.50
Bill	6/1/2023 Will County Recorder of Deeds	\$400.00
Bill	5/1/2023 Will County Recorder of Deeds	\$400.00
Bill	6/1/2023 Winnebago County Recorder	\$250.00

# SCHEDULE A - 6. Ownership

## Ownership

Property Registration Champions, LLC dba PROCHAMPS  
is 100% owned by  
Post PROCHAMPS Acquisitions, LLC

## SCHEDULE A -7. LITIGATION

### PRESENT LEGAL PROCEEDINGS

- *Post Prochamps Holdings, LLC v. Break Point Law, LLC, and Clifford Joseph Johnson*, (Brevard County, Florida)
  - **Issues:**
    - Breach of Contract
    - Breach of Fiduciary Duty
    - Breach of Implied Covenant of Good Faith and Fair Dealing
    - Tortious Interference
  - Old Status: Defendants answered the complaint. We are proceeding to the discovery phase and preparing for a scheduled trial in September 2023.
  - New Status: We received a continuance because the trial judge retired and the cases are being reassigned. Likely 2024 now.
  
- *Cappolina v. Franklin Township, et al.*, GLO-L-001289-21 (New Jersey Superior Court, Gloucester County):
  - **Issues:** Plaintiff's complaint is a putative class action, alleging that Galloway Township's property registration ordinance is invalid and, therefore, all payments of property registration fees by New Jersey residents under Franklin Township's ordinance should be disgorged.
  
  - **Status:** Motion to Dismiss was denied.
  - **Path Forward:** Discovery has already started. PROCHAMPS has already responded to Plaintiff's Requests for Admissions. PROCHAMPS is working with outside counsel on a discovery plan for identifying Prochamps witnesses, how to collect documents which plaintiff filed Requests for Production on; answering Interrogatories, etc.
  
- *Santos v. Winslow Township, et al.*, CAM-L-002890-21 (New Jersey Superior Court, Camden County)
  - **Issues:** Plaintiff's complaint is a putative class action, alleging that Winslow Township's property registration ordinance is invalid and, therefore, all payments of property registration fees by New Jersey residents under Winslow Township's ordinance should be disgorged.
  - **Status:** Motion to Dismiss the Complaint denied. We filed a Motion for Reconsideration which was denied.
  - **Path Forward:** Discovery has already started. PROCHAMPS has already responded to Plaintiff's Requests for Admissions. PROCHAMPS is working with outside counsel on a discovery plan for identifying Prochamps witnesses, how to collect documents which plaintiff filed Requests for Production on; answering Interrogatories, etc.

- *Mulberry v. Property Registration Champions, LLC*, 05-2022-CA-020853 (Florida Superior Court, Brevard County)
  - Issues:
    - Breach of Contract
  - **Status:** Former President of PROCHAMPS filed a claim against PROCHAMPS after being terminated.
  - **Path Forward:** PROCHAMPS filed an appeal of the Trial Court’s Order that the Venue clause was “permissive” allowing Mulberry to sue in Florida.
  - **Still waiting for ruling from Appellate Court.**
  
- *Mucellin v. Property Registration Champions, LLC* – (Philadelphia Court Of Common Pleas)
  - **Issues:** Former lobbyist for PROCHAMPS who was terminated, filed a claim alleging breach of contract, conversion and various other claims.
  
- *Property Registration Champions v. Break Point Law, LLC* (Florida Superior Court, Brevard County) (the “Invoice Case”)
  - **Issues:** PROCHAMPS filed a breach of contract claim against Break Point Law to recover money PROCHAMPS is owed by Break Point Law for an unpaid invoice.
  - **Status:** Defendant’s Motion to Dismiss denied.
  
- *Break Point Law, LLC v. Property Registration Champions, LLC* (Florida Superior Court, Brevard County) (Counter Claims in Invoice Case)
  - **Issues:** Break Point Law, LLC filed a Counter Claim against PROCHAMPS in the Invoice Case above case alleging defamation, tortious interference and trade libel.
  - **Status:** Judge denied PROCHAMPS Motion to Dismiss. Expecting discovery requests to be served on Prochamps.
  - **Notable Issue:** Possibility for uncapped punitive damages if defamation per se.
  
- *Property Registration Champions, LLC v. Azavar, LLC and Localgov* (Palm Beach County, Florida)
  - **Issues:** PROCHAMPS filed a complaint for an injunction against a competitor who had access to confidential information supplied to it by a former lobbyist.
  - **Status:** Dismissal Filed.
  - **Path Forward:** It will depend on how Defendant’s next move.
  - **Status:** Notice of Voluntary Dismissal of the present action without Prejudice, with each party to bear its own fees and costs.
  - **Path Forward:** Done

*Charles Jones LLC v. Atlantic County Improvement Authority, Timothy Edmunds, and Property Registration Champions, LLC.* (Superior Court of NJ, Atlantic County) Filed April 28, 2023

- **Issues:** Charles Jones filed an Order to Show Cause for violations of an New Jersey’s OPRA (Open Records Act) in order to get access to all the outstanding balances in Prochamp’s database for properties in Atlantic County.

- **Status:** Charles Jones' counsel is amenable to an adjournment of the current dates in light of the fact that data was provided. ACIA's counsel will be informing the Court, so we do not have anything we need to file an Answer or opposition. Entering discussions on long-term solutions amicable to all parties.



## **SCHEDULE B - LIST OF ASSETS**

List each category of assets and for each give approximate value obtainable for the assets on the date of the Assignment, and address where assets are located.

### **I. NONEXEMPT PROPERTY:**

<b>DESCRIPTION</b>	<b>LIQUIDATION VALUE AT DATE OF ASSIGNMENT</b>
--------------------	--

- |    |   |  |
|----|---|--|
| 1. | LEGAL DESCRIPTION AND STREET ADDRESS OF REAL ESTATE, INCLUDING LEASEHOLD INTERESTS: |  |
| 2. | FURNITURE:  |  |
| 3. | CASH AND BANK ACCOUNTS:   |  |
| 4. | INVENTORY:  |  |
| 5. | ACCOUNTS RECEIVABLE:  |  |
| 6. | EQUIPMENT   |  |
| 7. | PREPAID EXPENSES, including deposits, insurance, rents, utilities:                  |  |
| 8. | OTHER, including loans to third parties, claims, choses in action.                  |  |

### **II. EXEMPT PROPERTY:**

## SCHEDULE B - 1. NON-EXEMPT PROPERTY

N/A

## SCHEDULE B - 2. FURNITURE

### Furniture and Fixtures

			Depreciated Value
7/16/2019	Amazon	2 X TCL 55 inch 4K smart TV	\$303
7/16/2019	B&B Furniture Concepts	Office Furniture for JFernandez and BMannarino	\$1,408
7/25/2019	B&B Furniture Concepts	Office Furniture	\$188
8/6/2019	Office Depot	11 x Office Chairs	\$444
			<hr/> <b>\$2,343</b> <hr/>

# SCHEDULE B - 3. BANK ACCOUNTS

6/13/2023

<b>Bank Account</b>	<b>Bank Balance</b>	<b>Book Balance</b>
BankUnited Business Checking Accounts -2901 and 5223	\$ 483.87	\$ (79,522.32)
Bill.com	\$ 18.28	

## SCHEDULE B - 4. INVENTORY

No Inventory

# SCHEDULE B - 5. ACCOUNTS RECEIVABLE

\*AR Due from Munis is in Schedule A, Tab 3, Row F

6/16/2023				Total \$	63,413.09
Type	Date	Num	Name	Open Balance	
Payment	5/30/2023	30825	Altisource Portfolio Solutions Company	\$	(1,562.41)
Payment	5/30/2023	30823	Altisource Portfolio Solutions Company	\$	(1,200.00)
Payment	5/30/2023	30822	Altisource Portfolio Solutions Company	\$	(3,030.00)
Payment	6/5/2023	34904	Altisource Portfolio Solutions Company	\$	(75.00)
Payment	6/5/2023	1310	Altisource Portfolio Solutions Company	\$	(200.00)
Payment	6/5/2023	34901	Altisource Portfolio Solutions Company	\$	(5,660.00)
Payment	6/5/2023	34900	Altisource Portfolio Solutions Company	\$	(250.00)
Payment	6/5/2023	34899	Altisource Portfolio Solutions Company	\$	(300.00)
Payment	6/5/2023	34902	Altisource Portfolio Solutions Company	\$	(1,310.00)
Payment	6/5/2023	34898	Altisource Portfolio Solutions Company	\$	(500.00)
Payment	6/8/2023	9417	Altisource Portfolio Solutions Company	\$	(650.00)
Payment	6/8/2023	9416	Altisource Portfolio Solutions Company	\$	(800.00)
Payment	6/8/2023	9415	Altisource Portfolio Solutions Company	\$	(900.00)
Payment	6/8/2023	9414	Altisource Portfolio Solutions Company	\$	(650.00)
Payment	6/8/2023	9413	Altisource Portfolio Solutions Company	\$	(1,500.00)
Payment	6/8/2023	9412	Altisource Portfolio Solutions Company	\$	(400.00)
Payment	6/12/2023	23310	Altisource Portfolio Solutions Company	\$	(1,350.00)
Payment	6/12/2023	23309	Altisource Portfolio Solutions Company	\$	(1,210.00)
Payment	6/12/2023	23308	Altisource Portfolio Solutions Company	\$	(1,550.00)
Payment	6/15/2023	12496	Altisource Portfolio Solutions Company	\$	(500.00)
Payment	6/15/2023	12495	Altisource Portfolio Solutions Company	\$	(416.00)
Payment	6/15/2023	12494	Altisource Portfolio Solutions Company	\$	(2,300.00)
Payment	6/15/2023	12493	Altisource Portfolio Solutions Company	\$	(575.00)
Payment	6/15/2023	12492	Altisource Portfolio Solutions Company	\$	(75.00)
Payment	6/15/2023	12491	Altisource Portfolio Solutions Company	\$	(1,300.00)
Payment	6/15/2023	12490	Altisource Portfolio Solutions Company	\$	(2,297.50)
Invoice	5/31/2023	230523-06	Atlantic County	\$	13,500.00
Invoice	6/2/2023	230602-09	Berkeley Township	\$	200.00
Invoice	6/2/2023	230525-04	Berkeley Township	\$	1,400.00
Invoice	5/11/2023	230511-07	Berkeley Township	\$	1,180.00
Invoice	3/15/2023	230315-04	Borough of Netcong - Hold	\$	100.00
Invoice	9/15/2022	220915-15	Borough of Netcong - Hold	\$	100.00
Invoice	12/15/2022	221215-00	Borough of Netcong - Hold	\$	105.00
Invoice	2/13/2023	230213-16	Borough of Netcong - Hold	\$	300.00
Invoice	4/17/2023	230417-05	Borough of Paramus	\$	450.00
Invoice	5/11/2023	230511-06	Borough of Paramus	\$	320.00
General Journal	3/31/2023	1417	Break Point Law, LLC	\$	(1,000,000.00)
Invoice	6/13/2022	20220613	Break Point Law, LLC	\$	1,000,000.00
Invoice	5/11/2023	230511-07	Brick Township	\$	2,500.00
Payment	6/15/2023	23275	Bron Inc.	\$	(37,236.50)

Payment	4/27/2023	18684 Bron Inc.	\$	(25.00)
Payment	1/6/2023	33932 Bron Inc.	\$	(200.00)
Payment	1/6/2023	33930 Bron Inc.	\$	(200.00)
Payment	1/6/2023	33928 Bron Inc.	\$	(200.00)
Invoice	5/31/2023	230523-06 Camden County	\$	9,100.00
Invoice	4/17/2023	230417-04 City of Elizabeth	\$	2,400.00
Invoice	5/25/2023	230525-04 City of Elizabeth	\$	1,200.00
Invoice	5/11/2023	230511-06 City of Elizabeth	\$	2,000.00
Invoice	6/2/2023	230602-10 City of Elizabeth	\$	400.00
Invoice	2/13/2023	230213-16 City of Elizabeth	\$	2,900.00
Invoice	9/15/2022	220915-16 City of Englewood - Hold	\$	300.00
Invoice	9/15/2022	220915-16 City of Newark	\$	200.00
Invoice	10/14/2022	221014-07 City of Newark	\$	100.00
Invoice	11/15/2022	221115-04 City of Newark	\$	400.00
Invoice	12/15/2022	221215-01 City of Newark	\$	100.00
Invoice	2/13/2023	230213-16 City of Newark	\$	200.00
Invoice	5/25/2023	230525-04 City of Plainfield	\$	1,700.00
Invoice	6/2/2023	230602-09 City of Plainfield	\$	200.00
Invoice	6/12/2023	230612-01 Five Brothers	\$	4,680.00
Invoice	5/31/2023	230523-06 Gloucester County.	\$	7,800.00
Invoice	5/15/2023	230523-14 Hillsborough County BOCC	\$	11,700.00
Invoice	5/31/2023	230523-06 Passaic County	\$	810.00
Invoice	5/15/2023	230515-01 Progress Residential LLC	\$	2,000.00
Invoice	6/12/2023	230612-01 Solid Foundation Properties LLC	\$	9,275.00
Payment	2/9/2023	117 Solid Foundation Properties LLC	\$	(100.00)
Payment	2/13/2023	24029 Solid Foundation Properties LLC	\$	(82.50)
Invoice	5/11/2023	230511-06 Town of Boonton	\$	100.00
Invoice	3/15/2023	230315-03 Town of Boonton	\$	100.00
Invoice	12/15/2022	221215-01 Town of Boonton	\$	900.00
Invoice	1/10/2023	230110-13 Town of Boonton	\$	100.00
Invoice	5/11/2023	230511-07 Township of Little Egg Harbor.	\$	300.00
Invoice	5/11/2023	230511-06 Township of Maplewood.	\$	3,600.00
Invoice	4/17/2023	230417-05 Township of North Bergen.	\$	400.00
Invoice	5/11/2023	230511-06 Township of North Bergen.	\$	910.00
Invoice	3/15/2023	230315-04 Township of North Bergen.	\$	230.00
Invoice	9/15/2022	220915-17 Township of North Bergen.	\$	200.00
Invoice	10/14/2022	221014-08 Township of North Bergen.	\$	100.00
Invoice	11/15/2022	221115-05 Township of North Bergen.	\$	5,700.00
Invoice	12/15/2022	221215-02 Township of North Bergen.	\$	1,760.00
Invoice	1/10/2023	230110-14 Township of North Bergen.	\$	3,660.00
Invoice	2/13/2023	230213-17 Township of North Bergen.	\$	3,020.00
Invoice	4/30/2023	Feb LTR Township of Pennsauken	\$	3,125.00
Invoice	4/30/2023	March LTR Township of Pennsauken	\$	2,425.00
Invoice	5/16/2023	April LTR Township of Pennsauken	\$	3,700.00
Invoice	5/11/2023	230511-06 Township of Shamong	\$	100.00
Invoice	5/11/2023	230511-07 Township of West Milford.	\$	1,750.00
Invoice	3/15/2023	230315-03 Village of Maywood.	\$	4,937.00

Invoice	10/14/2022 221014-08 Village of Maywood.	\$	5,885.00
Invoice	2/13/2023 230213-16 Village of Maywood.	\$	4,846.00
Invoice	4/17/2023 230417-05 West New York Town	\$	400.00
Invoice	5/11/2023 230511-06 West New York Town	\$	835.00
Invoice	3/15/2023 230315-04 West New York Town	\$	400.00
Invoice	9/15/2022 220915-17 West New York Town	\$	610.00
Invoice	10/14/2022 221014-08 West New York Town	\$	810.00
Invoice	11/15/2022 221115-05 West New York Town	\$	1,330.00
Invoice	12/15/2022 221215-02 West New York Town	\$	1,045.00
Invoice	1/10/2023 230110-14 West New York Town	\$	720.00
Invoice	2/13/2023 230213-17 West New York Town	\$	400.00



# SCHEDULE B - 6. EQUIPMENT

## Equipment List

Description	Addl Desc	Qty	Estimated Value	Total Est Value
Steve Arpaia	2 lenovo laptops (one for eDiscovery)	2	\$ 50	\$ 100
Angel Landcaster	2 monitor, dock	2	\$ 50	\$ 100
Cathi Shifflett	2 monitor, dock	2	\$ 50	\$ 100
Missy Williamson	desktop, 2 monitor	2	\$ 50	\$ 100
Susan Rodriguez	desktop, 2 monitor	2	\$ 50	\$ 100
Berkys Tindall	laptop	1	\$ 300	\$ 300
Deanna Morris	Laptop	1	\$ 300	\$ 300
Andrew Mcelhinny	laptop	1	\$ 300	\$ 300
Scott Blaise	laptop	1	\$ 300	\$ 300
jeremy cardew	Laptop	1	\$ 300	\$ 300
Mike Nicholson	laptop	1	\$ 300	\$ 300
kevin crook	laptop	1	\$ 300	\$ 300
Rachel Sisson	laptop - Broken	1	\$ -	\$ -
Karina Bajo	laptop	1	\$ 300	\$ 300
even ingram	laptop	1	\$ 300	\$ 300
Taylor Ekey	laptop monitor	1	\$ 40	\$ 40
Rena Castro	laptop monitor	1	\$ 40	\$ 40
Barb Wassel	laptop monitor	1	\$ 40	\$ 40
Stacy Weir	laptop monitor	1	\$ 40	\$ 40
Lucia Kelderhouse	laptop monitor	1	\$ 40	\$ 40
Rhonda Baggett	laptop monitor	1	\$ 40	\$ 40
Amy Carcieri	laptop monitor	1	\$ 40	\$ 40
Amy Alicea	laptop monitor	1	\$ 40	\$ 40
Marylyn Jackson	laptop monitor	1	\$ 40	\$ 40
Kaydee Bailey	laptop monitor	1	\$ 40	\$ 40
Jaime Price	laptop monitor	1	\$ 40	\$ 40
Alaina bischoffberger	laptop monitor	1	\$ 40	\$ 40
Jayne Egler	Laptop monitor	1	\$ 40	\$ 40
chris scheen	Laptop monitor	1	\$ 40	\$ 40

charles comstock	Laptop monitor	1	\$	40	\$	40
Tracey Howarth	lenovo laptop, dock, monitor	1	\$	400	\$	400
Matthew Tindall	training setup TBD	1	\$	300	\$	300
dreykus lowe	training setup TBD	1	\$	300	\$	300
james bolden	training setup TBD	1	\$	300	\$	300
joe fields	training setup TBD	1	\$	300	\$	300
kiesten daley	training setup TBD	1	\$	300	\$	300
nathan young	training setup TBD	1	\$	300	\$	300
Apple	Macbook for Developing	1	\$	500	\$	500
	<b>Total</b>				<u>\$</u>	<u><b>6,500</b></u>

## SCHEDULE B - 7. PREPAID EXPENSES

<b>Vendor</b>	<b>GL Account</b>	<b>Balance</b>
Outsystems	IT:Software Licenses	\$ 7,710.30
SmartyStreets	Data Collection and Maintenance	\$ 833.45
TAGOVE	IT:Software Licenses	\$ 5,589.00
Legal Retainer - Levan Stapleton	Professional Fees:Legal	\$ 20,000.00
OfficeVibe	IT:Subscriptions	\$ 1,457.00
Power Almanac	Marketing/PR	\$ 6,000.00
Hard Rock Atlantic City	Trade Show Expense:Lodging	\$ 269.28
Florida City and County	Trade Show Expense: Registration/Booth	\$ 1,500.00
New Jersey Conference	Trade Show Expense: Registration/Booth	\$ 445.00
Willis Towers Watson - Executive Risk Package	Insurance Expense:Exec Risk (D&O,EPL,FID,CRIM)	\$ 28,875.00
Willis Towers Watson - Cyber	Insurance Expense:Cyber/Network Liability	\$ 11,235.00
Florida League of Cities	Trade Show Expense: Registration/Booth	\$ 1,850.00
Hyatt Grand Cypress	Trade Show Expense:Lodging	\$ 637.89
Legal Retainer - Nardella	Professional Fees:Legal	\$ 15,000.00
Swartz Campbell	Professional Fees:Legal	\$ 25,000.00
<b>Total</b>		<b>\$ 126,401.92</b>

## SCHEDULE B - 8. OTHER

N/A

# SCHEDULE B - EXEMPT PROPERTY

N/A