

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO.: 16-cv-21301-GAYLES

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

**ARIEL QUIROS,
WILLIAM STENGER,
JAY PEAK, INC.
Q RESORTS, INC.
JAY PEAK HOTEL SUITES L.P.,
JAY PEAK HOTEL SUITES PHASE II. L.P,
JAY PEAK MANAGEMENT, INC.,
JAY PEAK PENTHOUSE SUITES, L.P.,
JAY PEAK GP SERVICES, INC.,
JAY PEAK GOLF AND MOUNTAIN SUITES, L.P.,
JAY PEAK GP SERVICES GOLF, INC.,
JAY PEAK LODGE AND TOWNHOUSES L.P.,
JAY PEAK GP SERVICES LODGE, INC.
JAY PEAK HOTEL SUITES STATESIDE, L.P.
JAY PEAK GP SERVICES STATESIDE, INC.
JAY PEAK BIOMEDICAL RESEARCH PARK L.P.
AnC BIO VERMONT GP SERVICES, LLC,**

Defendants, and

**JAY CONSTRUCTION MANAGEMENT, INC.,
GSI OF DADE COUNTY, INC.
NORTH EAST CONTRACT SERVICES, INC.
Q BURKE MOUNTAIN RESORT, LLC,**

Relief Defendants, and

**Q BURKE MOUNTAIN RESORT, HOTEL
AND CONFERENCE CENTER, L.P.
Q BURKE MOUNTAIN RESORT GP SERVICES, LLC.**

Additional Receivership Defendants.

**AMENDED MOTION TO INTERVENE FOR LIMITED PURPOSE OF OBTAINING
PAYMENT OF RENT AND PARTIAL LIFTING OF THE FREEZE OF QUIROS BANK
ACCOUNTS OR TO PERMIT LANDLORD TO PURSUE STATE COURT PROCEEDINGS**
(Amending the Local Rule 7.1 Certification of Counsel)

Miami Beach Community Kollal, Inc. (“the Kollal”), by and through its undersigned counsel, hereby moves that it be permitted to intervene in this matter to: 1) apply for an order partially lifting the freeze on the bank accounts of Ariel Quiros (“Quiros”) and permitting and directing Quiros, the Receiver, or GSI of Dade County, Inc. (“GSI”) to pay the sums due the Kollal, or in the alternative 2) to either determine whether the injunction entered in this matter applies to the Kollal, and if the court determines the injunction does apply to the Kollal, to modify the injunction to permit the Kollal to initiate eviction and distraint proceedings. As grounds in support of this request, the Kollal submits as follows:

1. Miami Beach Community Kollal, Inc. is a Florida not-for-profit corporation which is the owner of a warehouse unit located at 2312B NW 150th Street, Opa Locka, Florida 33054, which is leased to GSI of Dade County, Inc., one of the Relief Defendants herein. The Kollal and GSI entered into a Business Lease for the premises on or about December 10, 2015. A copy of said Business Lease is attached hereto and incorporated by reference as Exhibit “A”.

2. The Term of the Lease expired on December 31, 2016. Therefore, the property is currently occupied in a month to month tenancy.

3. Rent was paid timely through April of 2016.

4. This court entered a temporary restraining order on April 12, 2016, which prohibited the use of funds from the enumerated accounts by the Defendants.

5. Between May of 2016 and September 14, 2017, neither Quiros, GSI, nor the Receiver paid any portion of the rent due. A total of \$52,349.50 in rent, including sales tax, late fees, and attorneys fees have accumulated.

6. On September 14, 2017 the Receiver paid \$44,512.00 for the period May 1, 2016 through Aug 31, 2017 for rent and sales taxes, but failed to pay accumulated late fees and attorneys fees.

7. Since that date, the Receiver has failed to pay rent. Rent is currently due to the Kollal for the period of September 1, 2017 through January 1, 2018.

8. A copy of the Past Due Rent Detail is attached hereto and incorporated by reference as Exhibit "B". As of January 1, 2018, there is a total owed of \$24,627.80.

9. The Kollal has a security interest in the property stored in the warehouse. Pursuant to Florida Statute §83.08, the Kollal has a lien on all property normally kept upon the premises.

10. The Kollal is a non-profit institution for religious education. The warehouse unit was given to it as a donation and rents from the unit are relied upon to finance its activities. The failure to receive the rent due is creating economic hardship and the Kollal may be forced to lay off teaching rabbis because of the failure.

11. Undersigned Counsel has consulted with Counsel for the Receiver and has been advised that there are no current plans to pay the rent due and accumulating.

12. Since the Receiver has elected to keep tangible assets of Quiros and the other Defendants in the warehouse, the rent on the storage unit should be treated as an expense of the Receiver entitled to be paid on a regular and ongoing basis.

13. None of the monies owing are owed from before the start of the receivership. All monies owed are the result of the receiver, Quiros, and GSI failing to pay rent as it was due.

14. Further, the Plaintiff's security interest could be impaired as the value of the stored items decreases compared to the rent owed and due to the possibility of the stored items being removed.

15. Counsel for the Receiver has suggested that the Kollal is prohibited by the Temporary Injunction from initiating eviction and distraint proceedings. While undersigned Counsel respectfully disagrees, given this suggestion and respecting this Court's authority, if this Court decides not to order the accumulated rent to be paid, the Kollal requests that in the alternative, the Court either enter an order either determining i) that the Kollal is not enjoined by the Temporary Injunction entered by this Court on November 21, 2016, or ii) permitting the Kollal to initiate eviction and distraint proceedings in State Court.

LEGAL ARGUMENT

This Court should permit the Kollal to intervene in this matter because the injunction entered by this court impedes its rights to receive payment for the rental of its property, to obtain the return of its property, and to exercise its lien rights in the articles stored in the leased property.

Federal Rule of Civil Procedure 24(a)(2) provides:

Rule 24 – Intervention

(a) Intervention of Right. On timely motion, the court must permit anyone to intervene who:

.....

(2) claims an interest relating to the property or transaction that is the subject of the action, and is so situated that disposing of the action may as a practical matter impair or impede the movant's ability to protect its interest, unless existing parties adequately represent that interest.

The failure of the Receiver, Quiros, and GSI to pay rent impairs and impedes the Kolllel's ability to receive rent from its property or obtain possession of the property, so the Kolllel has the right to intervene herein.

District courts have broad powers and wide discretion to determine relief in an equity receivership. *SEC v. Elliott*, 953 F.2d 1560, 1566 (11th Cir. 1992). "The power of a district court to impose a receivership or grant other forms of ancillary relief . . . derives from the inherent power of a court of equity to fashion effective relief." *SEC v. Wencke*, 622 F.2d 1363, 1369 (9th Cir. 1980). The "primary purpose of equity receiverships is to promote orderly and efficient administration of the estate by the district court for the benefit of creditors." *SEC v. Hardy*, 803 F.2d 1034, 1038 (9th Cir. 1986). The court may therefore employ "reasonable procedures" to serve this purpose. *Id.*

Section III entitled of the Temporary Restraining Order entered April 13, 2016 provides:

III

ASSET FREEZE

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that, pending determination of the Commission's request for a Preliminary Injunction:

- A. Defendants Quiros, Q Resorts, Stateside Phase VI, GP Stateside Phase VI, Biomedical Phase VII, and GP Biomedical Phase VII and Relief Defendants JCM, GSI, NECS and Q Burke Resort, and their respective directors, officers, agents, servants, employees, attorneys, depositories, banks, and those persons in active concert or participation with any one or more of them, and each of them, who receive notice of this order by personal service, mail, email, facsimile transmission or otherwise, be and hereby are, restrained from, directly or indirectly, transferring, setting off, receiving, changing, selling, pledging, assigning, liquidating or otherwise disposing of, or withdrawing any assets or property, including but not limited to cash, free credit balances, fully paid for securities, personal preoperty, real property, and/or property pledged or hypothecated as collateral for loans, or charging upon or drawing from any lines of credit, owned by, controlled by, or in the possession of whether jointly or singly, and wherever located; and
- B. Any financial or brokerage institution or other person or entity holding any such funds or other assets, in the name, for the benefit or under the control of Defendant Quiros, Q Resorts, Stateside Phase VI, GP Stateside Phase VI, Biomedical Phase VII, or GP Biomedical Phase VIII or Relief Defendants JCM, GSI, NECS, or Q Burke Resort, directly or indirectly, held jointly or singly, and wherever

located, and which receives actual notice of this order by personal service mail, facsimile or otherwise, shall hold and retain within its control and prohibit the withdrawal, removal, transfer, disposition, pledge, encumbrance, assignment, set off, sale, liquidation, dissipation, concealment, or other disposal of any such funds of other assets, including, but not limited to, the following accounts:

/

[list of accounts omitted]

The Preliminary Injunction entered on November 21, 2016 provides in pertinent part in Section D on Page 41:

D. The asset freeze set forth in the April 12, 2016 Temporary Restraining Order [ECF No 11] and as modified by the Court's April 25, 2016, and May 27, 2016, Orders [ECF Nos. 82 and 148] remains pending the outcome of the litigation.

Therefore, the Asset Freeze established in the Temporary Restraining Order remains in effect. Beyond a general reference to these provisions, the Receiver and his counsel have not detailed why the Kolllel is bound by this description. To the knowledge of the Kolllel, there has never been an assertion that the Kolllel is associated in any manner with the Defendants or Relief Defendants in any manner except as the Landlord pursuant to the Business Lease attached hereto as Exhibit "B". Under Florida law, the Kolllel has a lien on the property of the tenant kept on the property. Florida Statute §83.08 provides:

83.08 Landlord's lien for rent.—Every person to whom rent may be due, the person's heirs, executors, administrators or assigns, shall have a lien for such rent upon the property found upon or off the premises leased or rented, and in the possession of any person, as follows:

- (1) Upon agricultural products raised on the land leased or rented for the current year. This lien shall be superior to all other liens, though of older date.
- (2) Upon all other property of the lessee or his or her sublessee or assigns, usually kept on the premises. This lien shall be superior to any lien acquired subsequent to the bringing of the property on the premises leased.
- (3) Upon all other property of the defendant. This lien shall date from the levy of the distress warrant hereinafter provided.

Therefore, while the Kollal does not currently have any assets of any of the Defendants or Relief Defendants in its possession, upon levy of the distress warrant, the Kollal or the Sheriff, as its agent, could be construed to be in possession of assets of GSI upon the issuance of a Writ of Distress which might require the lifting of the Asset Freeze for the Distress Action to proceed. If the Court deems the Asset Freeze to apply to the Kollal, it would be equitable for the Court to lift the Asset Freeze as to the Kollal to permit the Eviction and Distress Actions to proceed.

WHEREFORE, the Kollal prays that this Court permit it to intervene in this action and to either: (i) partially lift the freeze on the bank accounts of Quiros and the Companies and authorize and direct Quiros, the Receiver, or either of them to pay the accumulated rent and future rent as it comes due; (ii) enter an order determining that the Kollal is not covered by the temporary injunction; or (iii) if this Court determines that the Kollal is covered by the Temporary Injunction, partially lift the Temporary Injunction so that the Kollal is permitted to initiate eviction and distraint proceedings, as well as for such other relief as this Court deems equitable.

LOCAL RULE 7.1 CERTIFICATION OF COUNSEL

Pursuant to Local Rule 7.1, undersigned counsel hereby certifies that he has conferred with counsel for the Receiver and for the Securities and Exchange Commission. Counsel for the Securities and Exchange Commission has advised that it objects to the relief requested in the Motion. Undersigned counsel has attempted to speak with counsel for the Defendant, Ariel Quiros, but said counsel has not responded.

CERTIFICATE OF SERVICE

I hereby certify that on this date, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this

day on all counsel of record or pro se parties identified on the attached Service List in the manner specified, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to receive electronically Notices of Electronic Filing.

Dated: January 11th, 2018

Respectfully Submitted,

s/ Myron M. Samole

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US District Court, Southern District of Florida
Case No. 16-cv-21301-DPG

Securities and Exchange Commission v Ariel Quiros, et al.

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Counsel For Defendant, Ariel Quiros

EXHIBIT "A"

Business Lease dated December 10, 2015 between the
Miami Beach Community Kollal, Inc. and GSI of Dade County, Inc.

Address 2312 B NW 150 Street, Opa Locka, FL 33054

Business Lease

THIS AGREEMENT, entered into this 10th of December, 2015 between Miami Beach Community Kollel, Inc., hereinafter called the lessor, party of the first part, and GSI of Dade County, Inc. of Miami Dade County, State of Florida, hereinafter called the lessee or Lessec, party of the second part:

WITNESSTH, that the said lessor does this day lease unto said lessee, and said lessee does Hereby take as Lessee GSI of Dade County, Inc. situated in 2312 B NW 150th Street Opa Locka, Florida, approximately 8022 square feet to be used and occupied by the lessee, for storage of equipment and for no other uses, **for the term of one year**, subject and conditioned on the provisions of this lease beginning December 1st 2015, and for the agreed total rental of US Dollars, payable as follows: Rent Commencement date shall be the 1st day of December, 2015, for the full term of this of the lease. **Lessee Shall pay rent in the amount of \$2,600.00 plus sales tax of \$182.00, totaling \$2,782.00 due on the 1st day of each month for the term of this lease.**

It is hereby understood and agreed that should sales tax adjust at any time during the term of this lease, lessee shall be responsible for said adjustment.

All payments to be made payable to Miami Beach Community Kollel and delivered by the fifteenth day of of each and every month in advance without demand **at the office of ASSET INVESTMENT CORP, 3842 w. 16TH Avc., Hialeah FL 33012** or at such other place in to such other person, as the lessor may from time to time designate in writing.

The following express stipulations and conditions are made a part of this lease and hereby assented to by the lease;

FIRST: The lessee shall not assign this lease, or any part thereof nor use the same or, any part thereof, nor permit the same or any part thereof, to be used for any other purpose than as above stipulated, nor make any alterations therein, and all additions thereto, without the written consent of the lessor, and all additions, fixtures or improvements which may be made by the lessee, except movable office furniture, shall become the property of the lessor and remain upon the premises as part thereof, and be surrendered with the premises at the termination of this lease.

SECOND: All personal property placed or moved in the premises above described shall be at the risk of the lessee or owner thereof, and lessor shall not be liable for any damage to said personal property, or to lessec arising from the bursting or leaking of water pipes, or from any act of negligence of any co-tenant or occupants of the building or of any person whomsoever.

THIRD: That the lessee, GSI of Dade County Inc., shall promptly execute and comply with-all statutes, ordinances, rules, orders regulations, and requirements of the Federal State and City Government and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the Southeastern Underwriters Association for the prevention of fires, at Lessee's own cost and expensc. In addition, Lessee shall not adversely affect the ability of the Lessor to obtain property, windstorm, flood and liability insurance on above property

FOURTH: In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this agreement, whereby the same shall be rendered tenantable, then the lessor

shall have the right to render said premises tenantable by repairs within ninety days there from. If said premises are not rendered tenantable with said time, it shall be optional with either party hereto to cancel this lease and in the vent of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing.

FIFTH: The prompt payment of the rent for said premises upon the dates named, and the faithful Observance of the rules and regulations printed upon this lease, and which are hereby made a part of this covenant, and of such other further rules or regulations printed upon this lease, and which are hereby made a part of this covenant, and of such other further rules or regulations as may be hereafter made by the lessor, are the conditions upon which the lease is made and accepted and any failure on the part of the lessee to comply with the terms of said lease, or any of said rules and regulations now in existence, or which may be hereafter prescribed by the lessor, shall at the option of the lessor, work a forfeiture of this contract, and all the rights of the lessee hereunder, and thereupon the lessor his agents or attorneys, shall have the right to enter said premises, and remove all personal property after formal eviction by law.

SIXTH: If the lessee shall abandon or vacate said premises before the end of the terms of this lease, or shall suffer the rent to be in arrears!, the lessor may, at his option, forthwith cancel this lease and may enter said premises as the agent of the lessee, without being liable in any way therefore, and re-let the premises with or without any furniture that may be therein, as the agent of the lessee, at such price and upon such terms] and for such duration of their presents, and if the full rental herein provided shall not be realized by the lessor over and above the expenses to lessor in such re-letting, the said lessee shall pay any deficiency, and if more that the full rental is realized lessor will pay over to said lessee the excess of demand.

SEVENTH: If rent is not received by the 15th of the month, an automatic \$100 penalty fee shall be incurred by Lessee. If rent is not received by the 20th, an additional \$100 penalty fee shall be incurred by Lessee. Lessee agrees to pay the cost of collection and all attorneys' fee on any part of said rental that may be collected by suit or by attorney, after the same is past due.

EIGHT: The lessee agrees that he will pay all charges for rent, gas electricity or other illumination, and for all water used on said premises, and should said charges for rent, light or water herein provided for at any remain due and unpaid for the space of five days after the sufferance and the entire rent-for the rental period then next ensuing shall at once be due and payable and may forthwith be collected by distress or otherwise.

NINTH: The said lessee hereby pledges and assigns to the lessor all the furniture, fixtures, goods and chattels of said lessee, which shall or may be brought or put on said premises as security for the payment of the rent herein reserved, and the lessee agrees that the said lien may be enforced by distress foreclosure or otherwise at the election of the said lessor, and does hereby agree to pay all attorney's fees, together with all costs and charges therefore or paid by the lessor.

TENTH: It is hereby agreed and understood between lessor and lessee that permanent improvements, including but not limited to the build-out or remodeling of officers and rest rooms, are subject to Landlords approval.

ELEVENTH: The lessor, or any of his agents, shall have the right to enter said premises during all reasonable hours, to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said building, or to exhibit said premises, and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within thirty (30) days before the expiration of this lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform

TWELFTH: Lessee hereby accepts the premises in the condition they are in at the beginning of this lease and agrees to maintain said premises in the same condition, order and repairs as they are at the commencement of said term, excepting only reasonable wear and tear arising from the use thereof under this agreement, and to make good to said lessor immediately upon demand, any damage to water apparatus, or electric lights or any fixture, appliances or appurtenances of said premises, or of the building, caused by any act or neglect of lessee, or of any person or persons in the employ or under the control of the lessee.

THIRTEENTH: It is expressly agreed and understood by and between the parties to this agreement, that the landlord shall not be liable for any damage or injury by water, which may be sustained by the said Lessee or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any Lessee or agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about me said building.

FOURTEENTH: If the lessee shall become insolvent or if bankruptcy proceedings shall be begun by or against the lessee, before the end of said terms the lessor is hereby irrevocably authorized at its option, to forthwith cancel this lease, as for default. Lessor may elect accept rent from such receiver, trustee, or other judicial officer during the terms of their occupancy in their fiduciary capacity without affecting lessor] s right as contained in this contract, but no receiver, trustee or other judicial officer shall ever have the right, title or interest in or to the above described property by virtue of this contract.

FIFTEENTH: Lessee hereby waives and renounces for himself and family any and all homestead and exemption rights he may have now, or hereafter, under or by virtue of the constitution and laws of the State of Florida, or of any other State, or of United States, as against the payment of said rental or any portion hereof, or any other obligation or damage that may accrue under the terms of this agreement.

SIXTEENTH: This contract shall bind the lessor and its assigns or successors, and the heirs, assigns, personal representatives, or successors as the case may be, of the lessee.

SEVENTEENTH: It is understood and agreed between the parties hereto that time is of the essence of this contract and this applies to all terms and conditions contained herein.

EIGHTEENTH: It is understood and agreed between the parties hereto that written notice mailed or delivered to the premises leased hereunder shall constitute sufficient notice to the Lessor, to comply with me terms of this contract.

NINETEENTH: The rights of the lessor under the foregoing shall be cumulative, and failure on the pail of the lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

TWENTIETH: It is further understood and agreed between the parties hereto that any charges against the lessee by the lessor for services or work done on the premises by order of the lessee or otherwise accruing under this contract shall be considered as rent due and shall be included in any lien for rent due and unpaid.

TWENTY-FIRST: It is hereby understood and agreed by all parties that any signs or advertising to be used, including awnings, in connection with the premise leased hereunder shall be first submitted

TWENTY-SECOND: Lessee shall at its sole expense, maintain during the term, comprehensive public liability insurance with limits of not less than \$1,000,000.00. Lessee's policies shall name the lessor (Miami Beach Community Kollect Inc.) as additional insured. At the option of the lessor, a current updated copy of all policies of insurance shall be provide to and held by the lessor. Lessee shall provide Workers Compensation to all employec and hereby indemnifies Lessor from any costs and legal action arising from injuries occurring on the premises.

TWENTY-THIRD: Lessee indemnifies Lessor from any costs resulting from legal action and costs arising from contamination caused by Lessee. Lessee will deliver the premises free of all debris and hazardous materials upon vacating.

"Addendum (Exhibit A)"

FIRST

- a. On or about December, 2008, an unknown third party caused the pipes in the lease premises to become "corrupted" (and perhaps even stole the water from the premises). The result was that ultimately this water loss stopped but the pipes remain "corrupted" to the extent that there is no water in the premises' toilet. As a result thereof, the water has been not paid and shut off for several months.
- b. The lessor has previously, at its expense, placed three (3) air conditioner units and air handlers on the premises. At the termination of the lease, provided all of the rent is current, the Lessee shall be allowed to retain and keep its three (3) air conditioners and air handlers. This shall be an exception herein to the paragraph above.

SECOND

- a. The water pipe condition as stated in FIRST (a) above, is an exception hereto.

THIRD

- a. The water pipe condition, paragraph FIRST (a) above, is an exception hereto.

FIFTH

- a. At the present time, there are no rules or regulations applicable or to be applied.

TENTH

- a. The landlord has previously approved the installation of the three (3) air conditioners and air handlers by the Lessee.

TWELVE

- a. The pipe situation, paragraph SECOND (a) is an exception hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for purpose herein expressed, the day and year above written.

Signed, sealed and delivered in the presence of:

Berish Bran

[Signature] (Seal)

As to Lessor

Lessor (Seal)

Ariel Quiros

[Signature] (Seal)

As to Lessee

Lessee (Seal)

STATE OF FLORIDA;

County of Miami-Dade.

Before me, a Notary Public in and for said State and County, personally came

Ariel Quiros to me well

known and known to be personally known to me named in the foregoing lease, and

he acknowledged that he executed the same for the

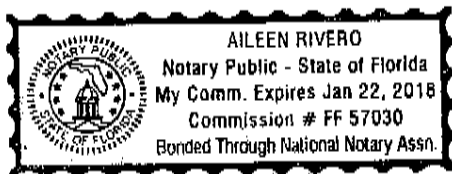
Purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the

22nd day of February, 2016.

My Commission expires 1-22-18

Aileen Rivero
Notary Public, State of Florida at Large



[Handwritten mark]

EXHIBIT "B"
Past Due Rent Detail through and including January, 2018

The present amount due to the Kollal is \$24,615.50 through Jan 1, 2018, is calculated as follows:

The rent is \$2,600.00 per month (\$2,600 per month rent plus \$182.00 for sales tax (which changes to \$176.80 on January 1, 2018) and has not been paid since August 1, 2017. (Rent is due for September 1, 2017 through January 1, 2018, five months in total). In addition there are late fees due of \$100 per month for any payment not received by the 15th of that month and another \$100 per month for any payment not received by the 20th of that month for total late fees of \$200 per month for twenty months.

Therefore as of January 1, 2018, there is five months of rent due, to wit, base rent \$13,000.00, sales tax \$904.80, twenty months of late fees in the amount of \$4,000.00, and \$6,723.00 in attorneys fees, - for a total due of \$24,627.80.

##	Monthly Rental Periods	Unpaid Rent	Sales Tax	Late Fees	Atty Fees
1	May 1, 2016 - May 31, 2016			\$200.00	
2	Jun 1, 2016 - Jun 30, 2016			\$200.00	
3	Jul 1, 2016 - Jul 31, 2016			\$200.00	
4	Aug 1, 2016 - Aug 31, 2016			\$200.00	
5	Sep 1, 2016 - Sep 30, 2016			\$200.00	
6	Oct 1, 2016 - Oct 31, 2016			\$200.00	
7	Nov 1, 2016 - Nov 30, 2016			\$200.00	
8	Dec 1, 2016 - Dec 31, 2016			\$200.00	
9	Jan 1, 2017 - Jan 31, 2017			\$200.00	
10	Feb 1, 2017 - Feb 28, 2017			\$200.00	
11	Mar 1, 2017 - Mar 31, 2017			\$200.00	
12	Apr 1, 2017 - Apr 30, 2017			\$200.00	
13	May 1, 2017 - May 31, 2017			\$200.00	
14	Jun 1, 2017 - Jun 30, 2017			\$200.00	
15	Jul 1, 2017 - July 31, 2017			\$200.00	
16	Aug1, 2017 - Aug. 31, 2017			\$200.00	
17	Sep 1, 2017 - Sep 30, 2017	\$2,600.00	\$182.00	\$200.00	
18	Oct 1, 2017 - Oct 31, 2017	\$2,600.00	\$182.00	\$200.00	
19	Nov 1, 2017 - Nov 30, 2017	\$2,600.00	\$182.00	\$200.00	
20	Dec 1, 2017 - Dec. 31, 2017	\$2,600.00	\$182.00	\$200.00	

21	Jan. 1, 2018-Jan 31, 2018	\$2,600.00	\$176.80 ¹	\$0.00 ²	
	Attorneys Fees September 19, 2016 thru August 21, 2017				\$4,637.50
	Attorneys Fees August 21, 2017 thru December 31, 2017				\$2,085.50
	SubTotals:	\$13,000.00	\$904.80	\$4,000.00	\$6,723.00
				Total:	\$24,627.80

¹As of January 1, 2018 the State of Florida Sales Tax on commercial leases has been reduced from 6% to 5.8% (which does not include the 1% local option sales tax assessed in Miami-Dade County).

²An additional \$100.00 will be due if the January 2018 rent is not paid before January 15, 2018 and an additional \$100.00 will be due if the January 2018 rent is not paid before January 20, 2018.