



# Authorization for Credit Card Transactions

Department of Homeland Security

Form G-1450

## How To Fill Out Form G-1450

1. Type or print legibly in black ink.
2. Complete the "Applicant's/Petitioner's/Requester's Information," "Credit Card Billing Information," and "Credit Card Information" sections and sign the authorization. **NOTE:** The credit card must be issued by a U.S. bank.
3. Place your Form G-1450 ON TOP of your application, petition, or request package.

**NOTE:** Failure to provide the requested information may result in DHS and your financial institution not accepting the payment. DHS cannot process credit card payments without an authorized signature.

**NOTE:** Please see the USCIS Form G-1450 website for additional information.

**We recommend that you print or save a copy of your completed Form G-1450 to review in the future and for your records.**

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Please refer to the form(s) you are filing for additional information, or you may call the USCIS Customer Contact number at **1-800-375-5283**. For TTY (deaf or hard of hearing) call: **1-800-767-1833**.

[Form I-130, Petition for Alien Relative](#)

Applicant's/Petitioner's/Requester's Information (Full Legal Name)			
Given Name (First Name) <b>Christopher</b>	Middle Name (if any) <b>Alan</b>	Family Name (Last Name) <b>POTTER</b>	
Credit Card Billing Information (Credit Card Holder's Name as it Appears on the Card)			
Given Name (First Name)	Middle Name (if any)	Family Name (Last Name)	
Credit Card Holder's Billing Address:			
Street Number and Name		Apt. Ste. Flr. <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Number
City or Town		State ▼	ZIP Code
Credit Card Holder's Signature and Contact Information:			
Credit Card Holder's Signature			
Credit Card Holder's Daytime Telephone Number		Credit Card Holder's Email Address	
Credit Card Information			
Credit Card Number	<b>Credit Card Type:</b> <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express <input type="checkbox"/> Discover		Authorized Payment Amount \$ <b>675 .00</b>
Credit Card Expiration Date CVV Code (mm/yyyy)			





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[Form I-485, Application to Register Permanent Residence or Adjust Status](#)

Applicant's/Petitioner's/Requester's Information (Full Legal Name)			
Given Name (First Name) <b>Brenda</b>	Middle Name (if any) <b>N/A</b>	Family Name (Last Name) <b>MILLANI POTTER</b>	
Credit Card Billing Information (Credit Card Holder's Name as it Appears on the Card)			
Given Name (First Name)	Middle Name (if any)	Family Name (Last Name)	
Credit Card Holder's Billing Address:			
Street Number and Name		Apt. Ste. Flr. <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Number
City or Town		State ▼	ZIP Code
Credit Card Holder's Signature and Contact Information:			
Credit Card Holder's Signature			
Credit Card Holder's Daytime Telephone Number		Credit Card Holder's Email Address	
Credit Card Information			
Credit Card Number	Credit Card Type: <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express <input type="checkbox"/> Discover		Authorized Payment Amount <b>\$ 1440 .00</b>
Credit Card Expiration Date CVV Code (mm/yyyy)			





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[Form I-765, Application for Employment Authorization](#)

Applicant's/Petitioner's/Requester's Information (Full Legal Name)			
Given Name (First Name) <b>Brenda</b>	Middle Name (if any) <b>N/A</b>	Family Name (Last Name) <b>MILLANI POTTER</b>	
Credit Card Billing Information (Credit Card Holder's Name as it Appears on the Card)			
Given Name (First Name)	Middle Name (if any)	Family Name (Last Name)	
Credit Card Holder's Billing Address:			
Street Number and Name		Apt. Ste. Flr. <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Number
City or Town		State ▼	ZIP Code
Credit Card Holder's Signature and Contact Information:			
Credit Card Holder's Signature			
Credit Card Holder's Daytime Telephone Number		Credit Card Holder's Email Address	
Credit Card Information			
Credit Card Number	Credit Card Type: <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express <input type="checkbox"/> Discover		Authorized Payment Amount \$ <b>260</b> .00
Credit Card Expiration Date CVV Code (mm/yyyy)			





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Department of Homeland Security

Form G-1450

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[Form I-131, Application for Travel Documents, Parole Documents, and Arrival/Departure Records](#)

Applicant's/Petitioner's/Requester's Information (Full Legal Name)			
Given Name (First Name) <b>Brenda</b>	Middle Name (if any) <b>N/A</b>	Family Name (Last Name) <b>MILLANI POTTER</b>	
Credit Card Billing Information (Credit Card Holder's Name as it Appears on the Card)			
Given Name (First Name)	Middle Name (if any)	Family Name (Last Name)	
Credit Card Holder's Billing Address:			
Street Number and Name		Apt. Ste. Flr. <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Number
City or Town		State ▼	ZIP Code
Credit Card Holder's Signature and Contact Information:			
Credit Card Holder's Signature			
Credit Card Holder's Daytime Telephone Number		Credit Card Holder's Email Address	
Credit Card Information			
Credit Card Number	<b>Credit Card Type:</b> <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express <input type="checkbox"/> Discover		Authorized Payment Amount \$ <b>630</b> .00
Credit Card Expiration Date CVV Code (mm/yyyy)			



USCIS  
Attn: AOS (Box 805887)  
131 S. Dearborn St., 3rd Floor  
Chicago, IL 60603-5517

**RE: Form I-130, Petition for Alien Relative**  
**Petitioner: Christopher Alan Potter;**  
**Beneficiary: Brenda Millani Potter (Spouse);**

Dear Sir or Madam,

This submission is filed in support of the **Form I-130, Petition for Alien Relative**, filed by **Christopher Alan Potter** on behalf of his spouse, **Brenda Millani Potter** (“Applicant”), and the Applicant’s concurrent application for adjustment of status.

The evidence submitted establishes the bona fide marital relationship between the parties and demonstrates that the Applicant is eligible to adjust status pursuant to INA § 245(a).

The Applicant was lawfully admitted into the United States on December 31, 2025, in B-2 nonimmigrant status, with authorized stay until June 30, 2026. She has remained in lawful status since her admission and has complied with all applicable immigration requirements. She is the beneficiary of an immediately available immigrant visa through her marriage to a U.S. citizen, Christopher Potter, to whom she has been married since November 2022.

As discussed below, the facts of this case support the Applicant’s eligibility for adjustment of status and the adjudication of her application within the United States.

### **I. The Applicant’s Entry and Presence in the United States Were Lawful**

At the time of admission, the Applicant entered the United States in accordance with the terms of her B-2 classification. The decision to seek adjustment of status was made only after subsequent developments following her admission.

### **II. Consular Processing Would Create Unnecessary Disruption Under the Applicant's Circumstances**

The Applicant and her U.S. citizen spouse have maintained a continuous marital relationship since their marriage in 2022 (*see exhibit 4*) and are currently together in the United States. Prior to relocating to the United States, they resided together in Canada, where they had established their shared household (*see exhibit 5*).

The Applicant is currently receiving treatment for depression, including ongoing medical care and prescribed medication (*see exhibit 8*). Her treatment and support network are centered around her current living arrangements with her spouse in the United States. Requiring her departure to pursue immigrant visa processing abroad would disrupt those arrangements and create significant practical and personal difficulties for the couple.

In addition, the Applicant spouse is currently employed in the United States. Under these circumstances, requiring the Applicant to pursue immigrant visa processing outside the United States would result in substantial disruption to the couple's established family life, despite the Applicant's eligibility to adjust status from within the United States.

The current suspension of immigrant visa issuance for Brazilian nationals introduces significant procedural uncertainty. Under these circumstances, requiring the Applicant to depart the United States would expose the couple to an indeterminate period of separation with no clear timeline for reunification, further justifying the adjudication of her status within the United States..

### **III. Adjustment of Status Is Consistent with the Purpose of the Statutory Framework**

The adjustment of status provisions of the Immigration and Nationality Act are intended to permit eligible individuals who have been lawfully admitted to the United States to obtain permanent resident status without the need for unnecessary international travel or disruption to established family relationships.

In the present case, the Applicant was lawfully admitted to the United States, remains eligible for adjustment of status, and is the beneficiary of an immediately available immigrant visa through her U.S. citizen spouse. She has complied with the terms of her admission and presents no adverse immigration, criminal, or discretionary factors.

Under these circumstances, adjudication of the Applicant's adjustment application within the United States is fully consistent with the statutory framework and promotes the efficient administration of the immigration process while preserving family unity.

### **Conclusion**

Based on the foregoing, the record establishes that the parties share a bona fide marital relationship and that the Applicant is fully eligible to adjust status as the immediate relative of a United States citizen. The evidence submitted demonstrates compliance with all applicable statutory and regulatory requirements and supports favorable adjudication of the enclosed applications.

Please find enclosed Form I-130 Petition for Alien Relative and all requisite documentation, filed by counsel on behalf of **Brenda Millani Potter**:

- **Form G-1450, Authorization for Credit Card Transactions**
- **Christopher Alan Potter's Signed Forms:**
  - Form G-28, Notice of Entry of Appearance as Attorney or Accredited Representative;
  - Form I-130, Petition for Alien Relative;
  - Form I-864, Affidavit of Support Under Section 213A of the INA;

- **Brenda Millani Potter's Signed Forms:**
  - Form G-28, Notice of Entry of Appearance as Attorney or Accredited Representative;
  - Form I-130A, Supplemental Information for a Spouse Beneficiary;
  - Form I-485, Application to Register Permanent Residence or Adjust Status;
  - Form I-765, Application for Employment Authorization;
  - Form I-131, Application for Travel Documents, Parole Documents, and Arrival/Departure Records;
  
- **Kevin Charles Potter's Signed Forms (Joint-Sponsor):**
  - Form G-28, Notice of Entry of Appearance as Attorney or Accredited Representative;
  - Form I-864, Affidavit of Support Under Section 213A of the INA;
  
- I. Christopher Alan Potter's Identification Documents**
  - Christopher Alan Potter's Passport;
  - Christopher Alan Potter's Birth Certificate;
  
- II. Brenda Millani Potter's Identification Documents**
  - Brenda Millani Potter's Passport;
  - Brenda Millani Potter's Prior Nonimmigrant Visa
  - Brenda Millani Potter's Birth Certificate with English Translation;
  - Brenda Millani Potter's Copy of I-94;
  
- III. Joint Sponsor Identification Document - Kevin Charles Potter**
  - Kevin Charles Potter's Passport;
  
- IV. Christopher Alan Potter and Brenda Millani Potter's Marriage Certificate with English Translation**
  
- V. Evidence of Bona Fide Marriage**
  - Christopher Alan Potter's Personal Declaration;
  - Brenda Millani Potter's Personal Declaration with English Translation;
  - Christopher Alan Potter and Brenda Millani Potter's Lease Agreement from 2025;
  - Christopher Alan Potter and Brenda Millani Potter's Lease Agreement from 2024;
  - Christopher Alan Potter and Brenda Millani Potter's Lease Contract from 2023;
  - Christopher Alan Potter and Brenda Millani Potter's Same Health Insurance;
  - Christopher Alan Potter and Brenda Millani Potter's Joint Bank Account;

**VI. Evidence of Bona Fide Marriage: Letters of Support**

- Letter of Support Delivered by Kevin;
- Letter of Support Delivered by Maria de Lourdes;
- Letter of Support Delivered by Peter;
- Letter of Support Delivered by Enyse with English Translation;
- Letter of Support Delivered by Rafael with English Translation;

**VII. Evidence of Bona Fide Marriage: Photographic Evidence of Relationship**

- Photographic Evidence of Relationship - Wedding Photos;
- Photographic Evidence of Relationship - Photos;

**VIII. Brenda Millani Potter's Psychologist Statement with English Translation**

**IX. Petitioner's Financial Information**

- Christopher Alan Potter's IRS Federal Income Tax Return - 2025;
- Christopher Alan Potter's January Bank Statement;
- Christopher Alan Potter's February Bank Statement;
- Christopher Alan Potter and Brenda Millani Potter's March Joint Bank Statement;
- Christopher Alan Potter and Brenda Millani Potter's April Joint Bank Statement;
- Christopher Alan Potter's 2026 Contract and Paystub;

**X. Joint Sponsor's Financial Information - Kevin Charles Potter**

- Kevin Charles Potter's Form 1040 Account Transcript - 2025
- Kevin Charles Potter's Wage and Income Transcript - 2025;
- Kevin Charles Potter's Form 1040 Account Transcript - 2024;
- Kevin Charles Potter's Wage and Income Transcript - 2024;
- Kevin Charles Potter's Form 1040 Account Transcript - 2023;
- Kevin Charles Potter's Wage and Income Transcript - 2023;

Thank you for your time and consideration in this matter. should you have any questions or concerns feel free to contact me using the information listed below.

Sincerely,



06/19/2026

Otavio Haverroth Silva, SBN#343486  
P.O. Box 90487  
San Diego, CA 92169  
(510) 241-9336

**CHRISTOPHER ALAN POTTER'S  
SIGNED FORMS**



# Notice of Entry of Appearance as Attorney or Accredited Representative

Department of Homeland Security

DHS  
Form G-28  
OMB No. 1615-0105  
Expires 05/31/2021

## Part 1. Information About Attorney or Accredited Representative

1. USCIS Online Account Number (if any)

▶ 0 0 7 4 9 2 6 2 5 4 3 8

## Name of Attorney or Accredited Representative

2.a. Family Name (Last Name) **HAVERROTH SILVA**

2.b. Given Name (First Name) **Otavio**

2.c. Middle Name **N/A**

## Address of Attorney or Accredited Representative

3.a. Street Number and Name **PO Box 90487**

3.b.  Apt.  Ste.  Flr. **N/A**

3.c. City or Town **San Diego**

3.d. State **CA** 3.e. ZIP Code **92169**  
(USPS ZIP Code Lookup)

3.f. Province **N/A**

3.g. Postal Code **N/A**

3.h. Country **USA**

## Contact Information of Attorney or Accredited Representative

4. Daytime Telephone Number **5102419336**

5. Mobile Telephone Number (if any) **5102419336**

6. Email Address (if any) **otavio@legalhs.com**

7. Fax Number (if any) **N/A**

## Part 2. Eligibility Information for Attorney or Accredited Representative

Select **all applicable** items.

1.a.  I am an attorney eligible to practice law in, and a member in good standing of, the bar of the highest courts of the following states, possessions, territories, commonwealths, or the District of Columbia. If you need extra space to complete this section, use the space provided in **Part 6. Additional Information**.

Licensing Authority

**California**

1.b. Bar Number (if applicable)

**343486**

1.c. I (select **only one** box)  am not  am subject to any order suspending, enjoining, restraining, disbaring, or otherwise restricting me in the practice of law. If you are subject to any orders, use the space provided in **Part 6. Additional Information** to provide an explanation.

1.d. Name of Law Firm or Organization (if applicable)

**HS Law Corp**

2.a.  I am an accredited representative of the following qualified nonprofit religious, charitable, social service, or similar organization established in the United States and recognized by the Department of Justice in accordance with 8 CFR part 1292.

2.b. Name of Recognized Organization

**N/A**

2.c. Date of Accreditation (mm/dd/yyyy)

**N/A**

3.  I am associated with

**N/A**

the attorney or accredited representative of record who previously filed Form G-28 in this case, and my appearance as an attorney or accredited representative for a limited purpose is at his or her request.

4.a.  I am a law student or law graduate working under the direct supervision of the attorney or accredited representative of record on this form in accordance with the requirements in 8 CFR 292.1(a)(2).

4.b. Name of Law Student or Law Graduate

**N/A**



**Part 3. Notice of Appearance as Attorney or Accredited Representative**

If you need extra space to complete this section, use the space provided in **Part 6. Additional Information**.

This appearance relates to immigration matters before (select **only one** box):

- 1.a.  U.S. Citizenship and Immigration Services (USCIS)
- 1.b. List the form numbers or specific matter in which appearance is entered.
- 2.a.  U.S. Immigration and Customs Enforcement (ICE)
- 2.b. List the specific matter in which appearance is entered.
- 3.a.  U.S. Customs and Border Protection (CBP)
- 3.b. List the specific matter in which appearance is entered.
- 4. Receipt Number (if any)  
▶
- 5. I enter my appearance as an attorney or accredited representative at the request of the (select **only one** box):  
 Applicant    Petitioner    Requestor  
 Beneficiary/Derivative    Respondent (ICE, CBP)

**Information About Client (Applicant, Petitioner, Requestor, Beneficiary or Derivative, Respondent, or Authorized Signatory for an Entity)**

- 6.a. Family Name (Last Name)
- 6.b. Given Name (First Name)
- 6.c. Middle Name
- 7.a. Name of Entity (if applicable)
- 7.b. Title of Authorized Signatory for Entity (if applicable)
- 8. Client's USCIS Online Account Number (if any)  
▶
- 9. Client's Alien Registration Number (A-Number) (if any)  
▶ A-

**Client's Contact Information**

- 10. Daytime Telephone Number
- 11. Mobile Telephone Number (if any)
- 12. Email Address (if any)

**Mailing Address of Client**

**NOTE:** Provide the client's mailing address. **Do not** provide the business mailing address of the attorney or accredited representative **unless** it serves as the safe mailing address on the application or petition being filed with this Form G-28.

- 13.a. Street Number and Name
- 13.b.  Apt.    Ste.    Flr.
- 13.c. City or Town
- 13.d. State    13.e. ZIP Code
- 13.f. Province
- 13.g. Postal Code
- 13.h. Country

**Part 4. Client's Consent to Representation and Signature**

**Consent to Representation and Release of Information**

I have requested the representation of and consented to being represented by the attorney or accredited representative named in **Part 1.** of this form. According to the Privacy Act of 1974 and U.S. Department of Homeland Security (DHS) policy, I also consent to the disclosure to the named attorney or accredited representative of any records pertaining to me that appear in any system of records of USCIS, ICE, or CBP.



**Part 4. Client's Consent to Representation and Signature (continued)**

**Options Regarding Receipt of USCIS Notices and Documents**

USCIS will send notices to both a represented party (the client) and his, her, or its attorney or accredited representative either through mail or electronic delivery. USCIS will send all secure identity documents and Travel Documents to the client's U.S. mailing address.

If you want to have notices and/or secure identity documents sent to your attorney or accredited representative of record rather than to you, please select **all applicable** items below. You may change these elections through written notice to USCIS.

- 1.a.  I request that USCIS send original notices on an application or petition to the business address of my attorney or accredited representative as listed in this form.
  
- 1.b.  I request that USCIS send any secure identity document (Permanent Resident Card, Employment Authorization Document, or Travel Document) that I receive to the U.S. business address of my attorney or accredited representative (or to a designated military or diplomatic address in a foreign country (if permitted)).  

**NOTE:** If your notice contains Form I-94, Arrival-Departure Record, USCIS will send the notice to the U.S. business address of your attorney or accredited representative. If you would rather have your Form I-94 sent directly to you, select **Item Number 1.c.**
  
- 1.c.  I request that USCIS send my notice containing Form I-94 to me at my U.S. mailing address.

**Signature of Client or Authorized Signatory for an Entity**

- 2.a. Signature of Client or Authorized Signatory for an Entity  
➔
  
- 2.b. Date of Signature (mm/dd/yyyy)

**Part 5. Signature of Attorney or Accredited Representative**

I have read and understand the regulations and conditions contained in 8 CFR 103.2 and 292 governing appearances and representation before DHS. I declare under penalty of perjury under the laws of the United States that the information I have provided on this form is true and correct.

- 1. a. Signature of Attorney or Accredited Representative
  
- 1.b. Date of Signature (mm/dd/yyyy)
  
- 2.a. Signature of Law Student or Law Graduate
  
- 2.b. Date of Signature (mm/dd/yyyy)



**Part 6. Additional Information**

If you need extra space to provide any additional information within this form, use the space below. If you need more space than what is provided, you may make copies of this page to complete and file with this form or attach a separate sheet of paper. Type or print your name at the top of each sheet; indicate the **Page Number**, **Part Number**, and **Item Number** to which your answer refers; and sign and date each sheet.

1.a Family Name (Last Name)

1.b Given Name (First Name)

1.c Middle Name

2.a. Page Number  2.b. Part Number  2.c. Item Number

2.d.   
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3.a. Page Number  3.b. Part Number  3.c. Item Number

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5.a. Page Number  5.b. Part Number  5.c. Item Number

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**Petition for Alien Relative**  
**Department of Homeland Security**  
 U.S. Citizenship and Immigration Services

**USCIS**  
**Form I-130**  
 OMB No. 1615-0012  
 Expires 02/28/2027

For USCIS Use Only	Fee Stamp	Action Stamp
<b>A-Number</b> A- <input style="width:100px;" type="text"/>		
<b>Initial Receipt</b>		
<b>Resubmitted</b>		
<b>Relocated</b>	<b>Section of Law/Visa Category</b>	
<b>Received</b>	<input type="checkbox"/> 201(b) Spouse - IR-1/CR-1 <input type="checkbox"/> 203(a)(1) Unm. S/D - F1-1 <input type="checkbox"/> 203(a)(2)(B) Unm. S/D - F2-4	
<b>Sent</b>	<input type="checkbox"/> 201(b) Child - IR-2/CR-2 <input type="checkbox"/> 203(a)(2)(A) Spouse - F2-1 <input type="checkbox"/> 203(a)(3) Married S/D - F3-1	
<b>Completed</b>	<input type="checkbox"/> 201(b) Parent - IR-5 <input type="checkbox"/> 203(a)(2)(A) Child - F2-2 <input type="checkbox"/> 203(a)(4) Brother/Sister - F4-1	
<b>Approved</b>	Petition was filed on (Priority Date mm/dd/yyyy):	<input type="checkbox"/> Field Investigation <input type="checkbox"/> Personal Interview <input type="checkbox"/> 204(a)(2)(A) Resolved
<b>Returned</b>	PDR request granted/denied - New priority date (mm/dd/yyyy):	<input type="checkbox"/> Previously Forwarded <input type="checkbox"/> Pet. A-File Reviewed <input type="checkbox"/> I-485 Filed Simultaneously <input type="checkbox"/> 203(g) Resolved <input type="checkbox"/> Ben. A-File Reviewed <input type="checkbox"/> 204(g) Resolved
<b>Remarks</b>		
At which USCIS office (e.g., NBC, VSC, LOS, CRO) was Form I-130 adjudicated? _____		

To be completed by an attorney or accredited representative (if any).			
<input checked="" type="checkbox"/> <b>Select this box if Form G-28 is attached.</b>	<b>Volag Number</b> (if any) <input style="width:100px;" type="text" value="N/A"/>	<b>Attorney State Bar Number</b> (if applicable) <input style="width:100px;" type="text" value="343486"/>	<b>Attorney or Accredited Representative USCIS Online Account Number (if any)</b> <input style="width:100px;" type="text" value="0 0 7 4 9 2 6 2 5 4 3 8"/>

▶ **START HERE - Type or print in black ink.**

If you need extra space to complete any section of this petition, use the space provided in **Part 9. Additional Information.**  
**Complete and submit as many copies of Part 9., as necessary, with your petition.**

**Part 1. Relationship** (You are the Petitioner. Your relative is the Beneficiary)

- I am filing this petition for my (Select **only one** box):  
 Spouse   
  Parent   
  Brother/Sister   
  Child
- If you are filing this petition for your child or parent, select the box that describes your relationship (Select **only one** box):
  - Child was born to parents who were married to each other at the time of the child's birth
  - Stepchild/Stepparent
  - Child was born to parents who were not married to each other at the time of the child's birth
  - Child was adopted (not an Orphan or Hague Convention adoptee)
- If the beneficiary is your brother/sister, are you related by adoption?                     Yes     No
- Did you gain lawful permanent resident status or citizenship through adoption?                     Yes     No

**Part 2. Information About You** (Petitioner)

- Alien Registration Number (A-Number) (if any)  
 ▶ A-
- USCIS Online Account Number (if any)  
 ▶
- U.S. Social Security Number (if any)  
 ▶

**Your Full Name**

- Family Name (Last Name)
- Given Name (First Name)
- Middle Name



**Part 2. Information About You (Petitioner)**  
(continued)

**Other Names Used (if any)**

Provide all other names you have ever used, including aliases, maiden name, and nicknames.

5.a. Family Name (Last Name)   
5.b. Given Name (First Name)   
5.c. Middle Name

**Other Information**

6. City/Town/Village of Birth   
7. Country of Birth   
8. Date of Birth (mm/dd/yyyy)   
9. Sex  Male  Female

**Mailing Address** [\(USPS ZIP Code Lookup\)](#)

10.a. In Care Of Name   
10.b. Street Number and Name   
10.c.  Apt.  Ste.  Flr.   
10.d. City or Town   
10.e. State  10.f. ZIP Code   
10.g. Province   
10.h. Postal Code   
10.i. Country   
11. Is your current mailing address the same as your physical address?  Yes  No

If you answered "No" to **Item Number 11.**, provide information on your physical address in **Item Numbers 12.a. - 13.b.**

**Address History**

Provide your physical addresses for the last five years, whether inside or outside the United States. Provide your current address first if it is different from your mailing address in **Item Numbers 10.a. - 10.i.**

**Physical Address 1**

12.a. Street Number and Name   
12.b.  Apt.  Ste.  Flr.   
12.c. City or Town   
12.d. State  12.e. ZIP Code   
12.f. Province   
12.g. Postal Code   
12.h. Country   
13.a. Date From (mm/dd/yyyy)   
13.b. Date To (mm/dd/yyyy)

**Physical Address 2**

14.a. Street Number and Name   
14.b.  Apt.  Ste.  Flr.   
14.c. City or Town   
14.d. State  14.e. ZIP Code   
14.f. Province   
14.g. Postal Code   
14.h. Country   
15.a. Date From (mm/dd/yyyy)   
15.b. Date To (mm/dd/yyyy)

**Your Marital Information**

16. How many times have you been married?   
17. Current Marital Status  
 Single, Never Married  Married  Divorced  
 Widowed  Separated  Annulled



**Part 2. Information About You (Petitioner)**  
(continued)

18. Date of Current Marriage (if currently married)  
(mm/dd/yyyy)

**Place of Your Current Marriage (if married)**

19.a. City or Town

19.b. State

19.c. Province

19.d. Country

**Names of All Your Spouses (if any)**

Provide information on your current spouse (if currently married) first and then list all your prior spouses (if any).

**Spouse 1**

20.a. Family Name (Last Name)

20.b. Given Name (First Name)

20.c. Middle Name

21. Date Marriage Ended (mm/dd/yyyy)

**Spouse 2**

22.a. Family Name (Last Name)

22.b. Given Name (First Name)

22.c. Middle Name

23. Date Marriage Ended (mm/dd/yyyy)

**Information About Your Parents**

**Parent 1's Information**

Full Name of Parent 1

24.a. Family Name (Last Name)

24.b. Given Name (First Name)

24.c. Middle Name

25. Date of Birth (mm/dd/yyyy)

26. Sex  Male  Female

27. Country of Birth

28. City/Town/Village of Residence

29. Country of Residence

**Parent 2's Information**

Full Name of Parent 2

30.a. Family Name (Last Name)

30.b. Given Name (First Name)

30.c. Middle Name

31. Date of Birth (mm/dd/yyyy)

32. Sex  Male  Female

33. Country of Birth

34. City/Town/Village of Residence

35. Country of Residence

**Additional Information About You (Petitioner)**

36. I am a (Select **only one** box):  
 U.S. Citizen  Lawful Permanent Resident

**If you are a U.S. citizen, complete Item Number 37.**

37. My citizenship was acquired through (Select **only one** box):

Birth in the United States

Naturalization

Parents

38. Have you obtained a Certificate of Naturalization or a Certificate of Citizenship?  Yes  No

If you answered "Yes" to **Item Number 38.**, complete the following:

39.a. Certificate Number

39.b. Place of Issuance

39.c. Date of Issuance (mm/dd/yyyy)



**Part 2. Information About You (Petitioner)**  
(continued)

If you are a lawful permanent resident, complete **Item Numbers 40.a. - 41.**

40.a. Class of Admission

N/A

40.b. Date of Admission (mm/dd/yyyy)

N/A

Place of Admission

40.c. City or Town

N/A

40.d. State

41. Did you gain lawful permanent resident status through marriage to a U.S. citizen or lawful permanent resident?

Yes  No

**Employment History**

Provide your employment history for the last five years, whether inside or outside the United States. Provide your current employment first. If you are currently unemployed, type or print "Unemployed" in **Item Number 42.**

**Employer 1**

42. Name of Employer/Company

Greystar

43.a. Street Number and Name

5150 Calle del Sol

43.b.  Apt.  Ste.  Flr.

43.c. City or Town

Santa Clara

43.d. State

CA

43.e. ZIP Code

95054

43.f. Province

N/A

43.g. Postal Code

N/A

43.h. Country

USA

44. Your Occupation

Resident Service Coordinator

45.a. Date From (mm/dd/yyyy)

05/26/2026

45.b. Date To (mm/dd/yyyy)

PRESENT

**Employer 2**

46. Name of Employer/Company

The Clement Palo Alto

47.a. Street Number and Name

711 El Camino Real

47.b.  Apt.  Ste.  Flr.

N/A

47.c. City or Town

Palo Alto

47.d. State

CA

47.e. ZIP Code

94301

47.f. Province

N/A

47.g. Postal Code

N/A

47.h. Country

USA

48. Your Occupation

Personal Concierge

49.a. Date From (mm/dd/yyyy)

02/02/2026

49.b. Date To (mm/dd/yyyy)

06/05/2026

**Part 3. Biographic Information**

**NOTE:** Provide the biographic information about you, the petitioner.

1. Ethnicity (Select **only one** box)

- Hispanic or Latino  
 Not Hispanic or Latino

2. Race (Select **all applicable** boxes)

- White  
 Asian  
 Black or African American  
 American Indian or Alaska Native  
 Native Hawaiian or Other Pacific Islander

3. Height Feet  Inches

4. Weight Pounds

5. Eye Color (Select **only one** box)

- Black  Blue  Brown  
 Gray  Green  Hazel  
 Maroon  Pink  Unknown/Other



**Part 3. Biographic Information (continued)**

6. Hair Color (Select **only one** box)
- Bald (No hair)     Black     Blond  
 Brown     Gray     Red  
 Sandy     White     Unknown/Other

**Part 4. Information About Beneficiary**

1. Alien Registration Number (A-Number) (if any)  
▶ A-   /
2. USCIS Online Account Number (if any)  
▶   /
3. U.S. Social Security Number (if any)  
▶   /

**Beneficiary's Full Name**

- 4.a. Family Name (Last Name)
- 4.b. Given Name (First Name)
- 4.c. Middle Name

**Other Names Used (if any)**

Provide all other names the beneficiary has ever used, including aliases, maiden name, and nicknames.

- 5.a. Family Name (Last Name)
- 5.b. Given Name (First Name)
- 5.c. Middle Name

**Other Information About Beneficiary**

6. City/Town/Village of Birth
7. Country of Birth
8. Date of Birth (mm/dd/yyyy)
9. Sex     Male     Female
10. Has anyone else ever filed a petition for the beneficiary?  
 Yes     No     Unknown

**NOTE:** Select "Unknown" *only* if you do not know, and the beneficiary also does not know, if anyone else has ever filed a petition for the beneficiary.

**Beneficiary's Physical Address**

If the beneficiary lives outside the United States in a home without a street number or name, leave **Item Numbers 11.a.** and **11.b.** blank.

- 11.a. Street Number and Name
- 11.b.  Apt.     Ste.     Flr.
- 11.c. City or Town
- 11.d. State     11.e. ZIP Code
- 11.f. Province
- 11.g. Postal Code
- 11.h. Country

**Other Address and Contact Information**

Provide the address in the United States where the beneficiary intends to live, if different from **Item Numbers 11.a. - 11.h.** If the address is the same, type or print "SAME" in **Item Number 12.a.**

- 12.a. Street Number and Name
- 12.b.  Apt.     Ste.     Flr.
- 12.c. City or Town
- 12.d. State     12.e. ZIP Code

Provide the beneficiary's address outside the United States, if different from **Item Numbers 11.a. - 11.h.** If the address is the same, type or print "SAME" in **Item Number 13.a.**

- 13.a. Street Number and Name
- 13.b.  Apt.     Ste.     Flr.
- 13.c. City or Town
- 13.d. Province
- 13.e. Postal Code
- 13.f. Country
14. Daytime Telephone Number (if any)



**Part 4. Information About Beneficiary**  
(continued)

15. Mobile Telephone Number (if any)  
4085495662
16. Email Address (if any)  
millani.brenda@gmail.com

**Beneficiary's Marital Information**

17. How many times has the beneficiary been married?  
▶ 1
18. Current Marital Status  
 Single, Never Married  Married  Divorced  
 Widowed  Separated  Annulled
19. Date of Current Marriage (if currently married)  
(mm/dd/yyyy) 11/12/2022

**Place of Beneficiary's Current Marriage**  
(if married)

- 20.a. City or Town Sorocaba
- 20.b. State
- 20.c. Province Sao Paulo
- 20.d. Country  
Brazil

**Names of Beneficiary's Spouses (if any)**

Provide information on the beneficiary's current spouse (if currently married) first and then list all the beneficiary's prior spouses (if any).

- Spouse 1**
- 21.a. Family Name (Last Name) POTTER
- 21.b. Given Name (First Name) Christopher
- 21.c. Middle Name Alan
22. Date Marriage Ended (mm/dd/yyyy) N/A

- Spouse 2**
- 23.a. Family Name (Last Name) N/A
- 23.b. Given Name (First Name) N/A
- 23.c. Middle Name N/A

24. Date Marriage Ended (mm/dd/yyyy) N/A

**Information About Beneficiary's Family**

Provide information about the beneficiary's spouse and children.

- Person 1**
- 25.a. Family Name (Last Name) POTTER
- 25.b. Given Name (First Name) Christopher
- 25.c. Middle Name Alan
26. Relationship Spouse
27. Date of Birth (mm/dd/yyyy) 04/21/1996
28. Country of Birth  
USA

- Person 2**
- 29.a. Family Name (Last Name) N/A
- 29.b. Given Name (First Name) N/A
- 29.c. Middle Name N/A
30. Relationship N/A
31. Date of Birth (mm/dd/yyyy) N/A
32. Country of Birth  
N/A

- Person 3**
- 33.a. Family Name (Last Name) N/A
- 33.b. Given Name (First Name) N/A
- 33.c. Middle Name N/A
34. Relationship N/A
35. Date of Birth (mm/dd/yyyy) N/A
36. Country of Birth  
N/A



**Part 4. Information About Beneficiary**  
(continued)

**Person 4**

37.a. Family Name (Last Name)   
37.b. Given Name (First Name)   
37.c. Middle Name   
38. Relationship   
39. Date of Birth (mm/dd/yyyy)   
40. Country of Birth

**Person 5**

41.a. Family Name (Last Name)   
41.b. Given Name (First Name)   
41.c. Middle Name   
42. Relationship   
43. Date of Birth (mm/dd/yyyy)   
44. Country of Birth

**Beneficiary's Entry Information**

45. Was the beneficiary **EVER** in the United States?  
 Yes  No

If the beneficiary is currently in the United States, complete **Items Numbers 46.a. - 46.d.**

46.a. He or she arrived as a (Class of Admission):  
  
46.b. Form I-94 Arrival-Departure Record Number  
▶   
46.c. Date of Arrival (mm/dd/yyyy)   
46.d. Date authorized stay expired, or will expire, as shown on Form I-94 or Form I-95 (mm/dd/yyyy) or type or print "D/S" for Duration of Status  
  
47. Passport Number

48. Travel Document Number  
  
49. Country of Issuance for Passport or Travel Document  
  
50. Expiration Date for Passport or Travel Document (mm/dd/yyyy)

**Beneficiary's Employment Information**

Provide the beneficiary's current employment information (if applicable), even if they are employed outside of the United States. If the beneficiary is currently unemployed, type or print "Unemployed" in **Item Number 51.a.**

51.a. Name of Current Employer (if applicable)  
  
51.b. Street Number and Name   
51.c.  Apt.  Ste.  Flr.   
51.d. City or Town   
51.e. State   
51.f. ZIP Code   
51.g. Province   
51.h. Postal Code   
51.i. Country  
  
52. Date Employment Began (mm/dd/yyyy)

**Additional Information About Beneficiary**

53. Was the beneficiary **EVER** in immigration proceedings?  
 Yes  No  
54. If you answered "Yes," select the type of proceedings and provide the location and date of the proceedings.  
 Removal  Exclusion/Deportation  
 Rescission  Other Judicial Proceedings  
55.a. City or Town  
  
55.b. State   
56. Date (mm/dd/yyyy)



**Part 4. Information About Beneficiary**  
(continued)

If the beneficiary's native written language does not use Roman letters, type or print his or her name and foreign address in their native written language.

57.a. Family Name (Last Name)

57.b. Given Name (First Name)

57.c. Middle Name

58.a. Street Number and Name

58.b.  Apt.  Ste.  Flr.

58.c. City or Town

58.d. Province

58.e. Postal Code

58.f. Country

If filing for your spouse, provide the last address at which you physically lived together. If you never lived together, type or print, "Never lived together" in Item Number 59.a.

59.a. Street Number and Name

59.b.  Apt.  Ste.  Flr.

59.c. City or Town

59.d. State  59.e. ZIP Code

59.f. Province

59.g. Postal Code

59.h. Country

60.a. Date From (mm/dd/yyyy)

60.b. Date To (mm/dd/yyyy)

The beneficiary is in the United States and will apply for adjustment of status to that of a lawful permanent resident at the U.S. Citizenship and Immigration Services (USCIS) office in:

61.a. City or Town

61.b. State

The beneficiary will not apply for adjustment of status in the United States, but he or she will apply for an immigrant visa abroad at the U.S. Embassy or U.S. Consulate in:

62.a. City or Town

62.b. Province

62.c. Country

**NOTE:** Choosing a U.S. Embassy or U.S. Consulate outside the country of the beneficiary's last residence does not guarantee that it will accept the beneficiary's case for processing. In these situations, the designated U.S. Embassy or U.S. Consulate has discretion over whether or not to accept the beneficiary's case.

**Part 5. Other Information**

1. Have you **EVER** previously filed a petition for this beneficiary or any other alien?  Yes  No

If you answered "Yes," provide the name, place, date of filing, and the result.

2.a. Family Name (Last Name)

2.b. Given Name (First Name)

2.c. Middle Name

3.a. City or Town

3.b. State

4. Date Filed (mm/dd/yyyy)

5. Result (for example, approved, denied, withdrawn)

If you are also submitting separate petitions for other relatives, provide the names of and your relationship to each relative.

**Relative 1**

6.a. Family Name (Last Name)

6.b. Given Name (First Name)

6.c. Middle Name

7. Relationship



**Part 5. Other Information (continued)**

**Relative 2**

8.a. Family Name (Last Name)	N/A
8.b. Given Name (First Name)	N/A
8.c. Middle Name	N/A
9. Relationship	N/A

**WARNING:** USCIS investigates the claimed relationships and verifies the validity of documents you submit. If you falsify a family relationship to obtain a visa, USCIS may seek to have you criminally prosecuted.

**PENALTIES:** By law, you may be imprisoned for up to 5 years or fined \$250,000, or both, for entering into a marriage contract in order to evade any U.S. immigration law. In addition, you may be fined up to \$10,000 and imprisoned for up to 5 years, or both, for knowingly and willfully falsifying or concealing a material fact or using any false document in submitting this petition.

**Part 6. Petitioner's Statement, Contact Information, Declaration, and Signature**

**NOTE:** Read the **Penalties** section of the Form I-130 Instructions before completing this part.

**Petitioner's Statement**

**NOTE:** Select the box for either **Item Number 1.a.** or **1.b.** If applicable, select the box for **Item Number 2.**

- 1.a.  I can read and understand English, and I have read and understand every question and instruction on this petition and my answer to every question.
- 1.b.  The interpreter named in **Part 7.** read to me every question and instruction on this petition and my answer to every question in , a language in which I am fluent. I understood all of this information as interpreted.
2.  At my request, the preparer named in **Part 8.**,

**Petitioner's Contact Information**

3. Petitioner's Daytime Telephone Number
4. Petitioner's Mobile Telephone Number (if any)
5. Petitioner's Email Address (if any)

**Petitioner's Declaration and Certification**

Copies of any documents I have submitted are exact photocopies of unaltered, original documents, and I understand that USCIS may require that I submit original documents to USCIS at a later date. Furthermore, I authorize the release of any information from any of my records that USCIS may need to determine my eligibility for the immigration benefit I seek.

I further authorize release of information contained in this petition, in supporting documents, and in my USCIS records to other entities and persons where necessary for the administration and enforcement of U.S. immigration laws.

I understand that USCIS may require me to appear for an appointment to take my biometrics (fingerprints, photograph, and/or signature) and, at that time, if I am required to provide biometrics, I will be required to sign an oath reaffirming that:

- 1) I provided or authorized all of the information contained in, and submitted with, my petition;
- 2) I reviewed and understood all of the information in, and submitted with, my petition; and
- 3) All of this information was complete, true, and correct at the time of filing.

I certify, under penalty of perjury, that all of the information in my petition and any document submitted with it were provided or authorized by me, that I reviewed and understand all of the information contained in, and submitted with, my petition, and that all of this information is complete, true, and correct.

**Petitioner's Signature**

- 6.a. Petitioner's Signature (sign in ink)
- 6.b. Date of Signature (mm/dd/yyyy)

**NOTE TO ALL PETITIONERS:** If you do not completely fill out this petition or fail to submit required documents listed in the Instructions, USCIS may deny your petition.



### Part 7. Interpreter's Contact Information, Certification, and Signature

Provide the following information about the interpreter if you used one.

#### Interpreter's Full Name

1.a. Interpreter's Family Name (Last Name)

N/A

1.b. Interpreter's Given Name (First Name)

N/A

2. Interpreter's Business or Organization Name (if any)

N/A

#### Interpreter's Mailing Address

3.a. Street Number and Name

N/A

3.b.  Apt.  Ste.  Flr.

N/A

3.c. City or Town

N/A

3.d. State

N/A

3.e. ZIP Code

N/A

3.f. Province

N/A

3.g. Postal Code

N/A

3.h. Country

N/A

#### Interpreter's Contact Information

4. Interpreter's Daytime Telephone Number

N/A

5. Interpreter's Mobile Telephone Number (if any)

N/A

6. Interpreter's Email Address (if any)

N/A

### Interpreter's Certification

I certify, under penalty of perjury, that:

I am fluent in English and **N/A**,

which is the same language provided in **Part 6, Item Number 1.b.**, and I have read to this petitioner in the identified language every question and instruction on this petition and his or her answer to every question. The petitioner informed me that he or she understands every instruction, question, and answer on the petition, including the **Petitioner's Declaration and Certification**, and has verified the accuracy of every answer.

### Interpreter's Signature

7.a. Interpreter's Signature (sign in ink)

7.b. Date of Signature (mm/dd/yyyy)

N/A

### Part 8. Contact Information, Declaration, and Signature of the Person Preparing this Petition, if Other Than the Petitioner

Provide the following information about the preparer.

#### Preparer's Full Name

1.a. Preparer's Family Name (Last Name)

HAVERROTH SILVA

1.b. Preparer's Given Name (First Name)

Otavio

2. Preparer's Business or Organization Name (if any)

HS Law Corp

#### Preparer's Mailing Address

3.a. Street Number and Name

PO Box 90487

3.b.  Apt.  Ste.  Flr.

3.c. City or Town

San Diego

3.d. State

CA

3.e. ZIP Code

92169

3.f. Province

3.g. Postal Code

3.h. Country

USA



**Part 8. Contact Information, Declaration, and Signature of the Person Preparing this Petition, if Other Than the Petitioner (continued)**

**Preparer's Contact Information**

4. Preparer's Daytime Telephone Number  
5102419336
5. Preparer's Mobile Telephone Number (if any)  
5102419336
6. Preparer's Email Address (if any)  
otavio@legalhs.com

**Preparer's Statement**


- 7.a.  I am not an attorney or accredited representative but have prepared this petition on behalf of the petitioner and with the petitioner's consent.
- 7.b.  I am an attorney or accredited representative and my representation of the petitioner in this case  extends  does not extend beyond the preparation of this petition.

**NOTE:** If you are an attorney or accredited representative whose representation extends beyond preparation of this petition, you may be obliged to submit a completed Form G-28, Notice of Entry of Appearance as Attorney or Accredited Representative, with this petition.

**Preparer's Certification**

By my signature, I certify, under penalty of perjury, that I prepared this petition at the request of the petitioner. The petitioner then reviewed this completed petition and informed me that he or she understands all of the information contained in, and submitted with, his or her petition, including the **Petitioner's Declaration and Certification**, and that all of this information is complete, true, and correct. I completed this petition based only on information that the petitioner provided to me or authorized me to obtain or use.

**Preparer's Signature**

- 8.a. Preparer's Signature (sign in ink)  

- 8.b. Date of Signature (mm/dd/yyyy)  
05/06/2026



**Part 9. Additional Information**

If you need extra space to provide any additional information within this petition, use the space below. If you need more space than what is provided, you may make copies of this page to complete and file with this petition or attach a separate sheet of paper. Type or print your name and A-Number (if any) at the top of each sheet; indicate the **Page Number**, **Part Number**, and **Item Number** to which your answer refers; and sign and date each sheet.

1.a. Family Name (Last Name)

1.b. Given Name (First Name)

1.c. Middle Name

2. A-Number (if any) ▶ A-  /

3.a. Page Number  3.b. Part Number  3.c. Item Number

3.d.

4.a. Page Number  4.b. Part Number  4.c. Item Number

4.d.

5.a. Page Number  5.b. Part Number  5.c. Item Number

5.d.

6.a. Page Number  6.b. Part Number  6.c. Item Number

6.d.

7.a. Page Number  7.b. Part Number  7.c. Item Number

7.d.





# Affidavit of Support Under Section 213A of the INA

Department of Homeland Security  
U.S. Citizenship and Immigration Services

USCIS  
Form I-864  
OMB No. 1615-0075  
Expires 10/31/2027

<b>For USCIS Use Only</b>	<b>Affidavit of Support Submitter</b>	<b>Section 213A Review</b>	<b>Number of Support Affidavits in File</b>
	<input type="checkbox"/> Petitioner <input type="checkbox"/> 1st Joint Sponsor <input type="checkbox"/> 2nd Joint Sponsor <input type="checkbox"/> Substitute Sponsor <input type="checkbox"/> 5% Owner	<input type="checkbox"/> MEETS requirements <input type="checkbox"/> DOES NOT MEET requirements  Reviewed By: _____ Office: _____ Date (mm/dd/yyyy): _____	<input type="checkbox"/> 1 <input type="checkbox"/> 2  <b>Remarks</b>

<b>To be completed by an Attorney or Accredited Representative (if any).</b>	<input checked="" type="checkbox"/> <b>Select this box if Form G-28 or G-28I is attached.</b>	<b>Attorney State Bar Number (if applicable)</b> 343486	<b>Attorney or Accredited Representative USCIS Online Account Number (if any)</b> 0 0 7 4 9 2 6 2 5 4 3 8
--	---	--	--

► **START HERE - Type or print in black ink.**

## Part 1. Basis For Filing Affidavit of Support

I am the sponsor submitting this affidavit of support because (Select **only one** box).

1.a.  I am the petitioner. I filed or am filing for the immigration of my relative.

1.b.  I filed an alien worker petition on behalf of the intending immigrant, who is related to me as my

1.c.  I have an ownership interest of at least 5 percent in  which filed an alien worker petition on behalf of the intending immigrant, who is related to me as my

1.d.  I am the only joint sponsor.

1.e.  I am the  first  second of two joint sponsors.

1.f.  The original petitioner is deceased. I am the substitute sponsor. I am the intending immigrant's

**NOTE: As a sponsor, you must include proof of your U.S. citizenship, U.S. national status, or lawful permanent resident status.**

## Part 2. Information About You (Sponsor)

1. Sponsor's Full Legal Name (**Do not** provide a nickname)

Family Name (Last Name)	Given Name (First Name)	Middle Name (if applicable)
POTTER	Christopher	Alan



**Part 2. Information About You (Sponsor) (continued)**

**2. Sponsor's Current Mailing Address**

In Care Of Name (if any)

Otavio Haverroth Silva

Street Number and Name

PO Box 90487

Apt. Ste. Flr. Number

City or Town

San Diego

State

CA

ZIP Code

92169

Province

Postal Code

Country

USA

**3. Is your current mailing address the same as your physical address?**

Yes  No

If you answered "No" to **Item Number 3.**, provide your physical address in **Item Number 4.**

**4. Sponsor's Physical Address (if different from the address above)**

Street Number and Name

1461 Ferguson Way

Apt. Ste. Flr. Number

N/A

City or Town

San Jose

State

CA

ZIP Code

95129

Province

N/A

Postal Code

N/A

Country

USA

**Other Information**

**5. Country of Domicile**

USA

**6. Date of Birth (mm/dd/yyyy)**

04/21/1996

**7. Country of Birth**

USA

**8. U.S. Social Security Number (Required)**

▶ 6 1 7 9 2 9 6 8 9

**9. Immigration Status**

I am a U.S. citizen.

I am a U.S. national.

I am a lawful permanent resident.

**10. Sponsor's A-Number (if any)**

▶ A- N / A

**11. USCIS Online Account Number (if any)**

▶ N / A

Military Service (To be completed by petitioner sponsors only.)

**12. I am currently on active duty in the United States Armed Forces or U.S. Coast Guard.**

Yes  No



### Part 3. Information About the Principal Immigrant

1. Principal Immigrant's Full Legal Name (**Do not** provide a nickname)

Family Name (Last Name)

MILLANI POTTER

Given Name (First Name)

Brenda

Middle Name (if applicable)

N/A

2. Current Mailing Address

In Care Of Name (if any)

Otavio Haverroth Silva

Street Number and Name

PO Box 90487

Apt. Ste. Flr. Number

City or Town

San Diego

State

CA

ZIP Code

92169

Province

Postal Code

Country

USA

#### Other Information

3. Country of Citizenship or Nationality

Brazil

4. Date of Birth (mm/dd/yyyy)

03/21/1999

5. Alien Registration Number (A-Number) (if any)

▶ A-N / A

6. USCIS Online Account Number (if any)

▶ N / A

7. Daytime Telephone Number

4085495662

### Part 4. Information About the Immigrants You Are Sponsoring

1. I am sponsoring the principal immigrant named in **Part 3**.

Yes  No, I am sponsoring family members in **Part 4** as the second joint sponsor or I am sponsoring family members who are immigrating more than six months after the principal immigrant.

2.  I am sponsoring the following family members immigrating at the same time or within six months of the principal immigrant named in **Part 3**. (List family members in **Item Numbers 4 - 7**. Do not include any relative listed on a separate visa petition.)

3.  I am sponsoring the following family members who are immigrating more than six months after the principal immigrant. (List family members in **Item Numbers 4 - 7**.)

#### 4. Family Member 1

Family Name (Last Name)

N/A

Given Name (First Name)

N/A

Middle Name (if applicable)

N/A

Relationship to Principal Immigrant

N/A

Date of Birth (mm/dd/yyyy)

N/A

Alien Registration Number (A-Number, if any)

▶ N/A

USCIS Online Account Number (if any)

▶ N/A



**Part 4. Information About the Immigrants You Are Sponsoring (continued)**

**5. Family Member 2**

Family Name (Last Name) N/A	Given Name (First Name) N/A	Middle Name (if applicable) N/A
Relationship to Principal Immigrant N/A	Date of Birth (mm/dd/yyyy) N/A	Alien Registration Number (A-Number, if any) ▶ N/A
USCIS Online Account Number (if any) ▶ N/A		

**6. Family Member 3**

Family Name (Last Name) N/A	Given Name (First Name) N/A	Middle Name (if applicable) N/A
Relationship to Principal Immigrant N/A	Date of Birth (mm/dd/yyyy) N/A	Alien Registration Number (A-Number, if any) ▶ N/A
USCIS Online Account Number (if any) ▶ N/A		

**7. Family Member 4**

Family Name (Last Name) N/A	Given Name (First Name) N/A	Middle Name (if applicable) N/A
Relationship to Principal Immigrant N/A	Date of Birth (mm/dd/yyyy) N/A	Alien Registration Number (A-Number, if any) ▶ N/A
USCIS Online Account Number (if any) ▶ N/A		

If you need additional space, use the space provided in **Part 11. Additional Information.**



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**Part 5. Sponsor's Household Size**

**NOTE: Do not count any member of your household more than once.**

**Persons you are sponsoring in this affidavit:**

- 1. Enter the total number of immigrants you are sponsoring on this affidavit which includes the principal immigrant listed in **Part 3.**, any immigrants listed in **Part 4., Item Numbers 4. - 7.** and, any additional sponsored immigrants you listed in **Part 11. Additional Information.** Do not count the principal immigrant if you are only sponsoring family members entering more than six months after the principal immigrant. 1

**Persons NOT sponsored in this affidavit:**

- 2. Yourself. 1
- 3. If you are currently married, enter "1" for your spouse. (NOTE: Enter "0" if you already counted your spouse in **Item Number 1.**) 0
- 4. If you have dependent children, enter the number here. (NOTE: Enter "0" if you already counted your dependent children in **Item Number 1.**) None
- 5. If you have any other dependents, enter the number here. (NOTE: Enter "0" if you already counted your other dependents in **Item Number 1.**) None
- 6. If you have sponsored any other persons on Form I-864 or Form I-864EZ who are now lawful permanent residents and you are still obligated to support, enter the number here. (NOTE: Enter "0" if you already counted these persons in **Item Number 1.**) None
- 7. If you have siblings, parents, or adult children with the same principal residence who are combining their income with yours by submitting Form I-864A, enter the number here. (NOTE: Enter "0" if you already counted these persons in **Item Number 1.**) None
- 8. Add together **Part 5., Item Numbers 1. - 7.** and enter the number here.

**Household Size:** 2

**Part 6. Sponsor's Employment and Income**

I am currently:

- 1.  Employed as a/an Resident Service Coordinator
- 2. Name of Employer 1 Greystar
- 3. Name of Employer 2 (if applicable) N/A
- 4.  Self-Employed as a/an (Occupation) N/A
- 5.  Retired Since (mm/dd/yyyy) N/A
- 6.  Unemployed Since (mm/dd/yyyy) N/A
- 7. My current individual annual income is: \$ 55000.00

**Income you are using from any other person who was counted in your household size, including, in certain conditions, the intending immigrant.** (See Form I-864 Instructions.) Please indicate name, relationship, and income.



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**Part 6. Sponsor's Employment and Income (continued)**

**8. Person 1**

Name N/A	Relationship N/A
Current Income	\$ None

**9. Person 2**

Name N/A	Relationship N/A
Current Income	\$ None

**10. Person 3**

Name N/A	Relationship N/A
Current Income	\$ None

**11. Person 4**

Name N/A	Relationship N/A
Current Income	\$ None

If you need additional space, use the space provided in **Part 11. Additional Information**

**Remarks**

- 12. My Current Annual Household Income** (Total all lines from **Part 6. Item Numbers 7. - 11.**; the total will be compared to Federal Poverty Guidelines on Form I-864P.) \$ **55000.00**
- 13.**  The people listed in **Item Numbers 8. - 11.** have completed Form I-864A. I am filing along with this affidavit all necessary Form I-864As completed by these people.
- 14.**  One or more of the people listed in **Item Numbers 8. - 11.** do not need to complete Form I-864A because he or she is the intending immigrant and has no accompanying dependents. **N/A**

**Federal Tax Return Information**

**15.** Have you filed a Federal income tax return for each of the three most recent tax years?  Yes  No

**NOTE:** You **MUST** attach a photocopy or transcript of your Federal income tax return for only the most recent tax year and complete **Item Number 16.a.** If you believe additional returns may help you to establish your ability to maintain sufficient income, you may submit transcripts or photocopies of your Federal individual income tax returns for the three most recent years and complete **Item Numbers 16.a. - 16.c.**

Type or print the most recent tax year and your total income for that most recent tax year. If the amount was zero, type or print "zero" or if you were not required to file a Federal income tax return type or print "N/A" for not applicable. Type or print "N/A" for not applicable for **Item Numbers 16.b. - 16.c.** if you do are not submitting any additional tax returns.



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**Part 6. Sponsor's Employment and Income (continued)**

My total income (adjusted gross income on IRS Form 1040EZ) as reported on my Federal income tax returns for the most recent year was:

	Tax Year	Total Income
<b>16.a.</b> Most Recent	<b>2025</b>	\$ <b>zero</b>
<b>16.b.</b> 2nd Most Recent	<b>N/A</b>	\$ <b>None</b>
<b>16.c.</b> 3rd Most Recent	<b>N/A</b>	\$ <b>None</b>

17.  I was not required to file a Federal income tax return as my income was below the IRS required level and I have attached evidence to support this.

For USCIS Use Only	Household Size	Poverty Guideline	Sponsor's Household Income <i>(Page 5, Line 10)</i>	Remarks
	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> Other _____	Year: <u>20</u> Poverty Line: \$ _____	\$ _____ <i>The total value of all assets, line 10, must equal 5 times (3 times for spouses and children of USC's, or 1 time for orphans to be formally adopted in the U.S.) the difference between the poverty guidelines and the sponsor's household income, line 10.</i>	

**Part 7. Use of Assets to Supplement Income (if Applicable)**

If your income, or the total income for you and your household, from **Part 6., Item Numbers 12. or 16.** exceeds the Federal Poverty Guidelines for your household size, **YOU ARE NOT REQUIRED** to complete this **Part 7.** Skip to **Part 8.**

**Your Assets** (if applicable)

1. Enter the balance of all cash, savings, and checking accounts. \$
2. Enter the net cash value of real-estate holdings. (Net value means assessed value minus mortgage debt.) \$
3. Enter the net cash value of all stocks, bonds, certificates of deposit, and any other assets not already included in **Item Number 1.** or **Item Number 2.** \$
4. Add together **Item Numbers 1. - 3.** and enter the number here. \$

**Assets of your household members** (if applicable)

Your household members who are combining their income with yours, report their assets on Form I-864A **Part 4.,** in **Item Number 6.**

5. Add together the household members' assets reported on all the Form I-864A **Part 4., Item Number 6.** and enter the number here. **TOTAL:** \$



**Part 7. Use of Assets to Supplement Income (if Applicable) (continued)**

**Assets of the principal sponsored immigrant (if applicable).**

The principal sponsored immigrant is the person listed in **Part 3, Item Number 1**. Only include the assets if the principal immigrant is being sponsored by this affidavit of support.

- 6. Enter the balance of the principal immigrant's savings and checking accounts. \$
- 7. Enter the net cash value of all the principal immigrant's real estate holdings. (Net value means investment value minus mortgage debt.) \$
- 8. Enter the current cash value of the principal immigrant's stocks, bonds, certificates of deposit, and other assets not included in **Item Number 6**. or **Item Number 7**. \$
- 9. Add together **Item Numbers 6 - 8**. and enter the number here. \$

**Total Value of Assets**

- 10. Add together **Item Numbers 4., 5., and 9.** and enter the number here. **TOTAL:** \$

**Part 8. Sponsor's Contract, Contact Information, Certification, and Signature**

**NOTE:** Read the **Penalties** section of the Form I-864 Instructions before completing this part.

**Sponsor's Contract**

Please note that, by signing this Form I-864, you agree to assume certain specific obligations under the Immigration and Nationality Act (INA) and other Federal laws. The following paragraphs describe those obligations. Please read the following information carefully before you sign Form I-864. If you do not understand the obligations, you may wish to consult an attorney or accredited representative.

**What is the Legal Effect of My Signing Form I-864?**

If you sign Form I-864 on behalf of any person (called the intending immigrant) who is applying for an immigrant visa or for adjustment of status to a lawful permanent resident, and that intending immigrant submits Form I-864 to the U.S. Government with his or her application for an immigrant visa or adjustment of status, under INA section 213A, these actions create a contract between you and the U.S. Government. The intending immigrant becoming a lawful permanent resident is the consideration for the contract.

Under this contract, you agree that, in deciding whether the intending immigrant can establish that he or she is not inadmissible to the United States as a person likely to become a public charge, the U.S. Government can consider your income and assets as available for the support of the intending immigrant.

**What If I Choose Not to Sign Form I-864?**

The U.S. Government cannot make you sign Form I-864 if you do not want to do so. But if you do not sign Form I-864, the intending immigrant may not become a lawful permanent resident in the United States.

**What Does Signing Form I-864 Require Me To Do?**

If an intending immigrant becomes a lawful permanent resident in the United States based on a Form I-864 that you have signed, then, until your obligations under Form I-864 terminate, you must:

- A. Provide the intending immigrant any support necessary to maintain him or her at an income that is at least 125 percent of the Federal Poverty Guidelines for his or her household size (100 percent if you are the petitioning sponsor and are on active duty in the U.S. Armed Forces or U.S. Coast Guard, and the person is your husband, wife, or unmarried child under 21 years of age); and
- B. Notify U.S. Citizenship and Immigration Services (USCIS) of any change in your address, within 30 days of the change, by filing Form I-865.



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**Part 8. Sponsor's Contract, Contact Information, Certification, and Signature (continued)**

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**What Other Consequences Are There?**

If an intending immigrant becomes a lawful permanent resident in the United States based on a Form I-864 that you have signed, then, until your obligations under Form I-864 terminate, the U.S. Government may consider (deem) your income and assets as available to that person, in determining whether he or she is eligible for certain Federal means-tested public benefits and also for state or local means-tested public benefits, if the state or local government's rules provide for consideration (deeming) of your income and assets as available to the person.

This provision does **not** apply to public benefits specified in section 403(c) of the Welfare Reform Act such as emergency Medicaid, short-term, non-cash emergency relief; services provided under the National School Lunch and Child Nutrition Acts; immunizations and testing and treatment for communicable diseases; and means-tested programs under the Elementary and Secondary Education Act.

**What If I Do Not Fulfill My Obligations?**

If you do not provide sufficient support to the person who becomes a lawful permanent resident based on a Form I-864 that you signed, that person may sue you for this support.

If a Federal, state, local, or private agency provided any covered means-tested public benefit to the person who becomes a lawful permanent resident based on a Form I-864 that you signed, the agency may ask you to reimburse them for the amount of the benefits they provided. If you do not make the reimbursement, the agency may sue you for the amount that the agency believes you owe.

If you are sued, and the court enters a judgment against you, the person or agency that sued you may use any legally permitted procedures for enforcing or collecting the judgment. You may also be required to pay the costs of collection, including attorney fees.

If you do not file a properly completed Form I-865 within 30 days of any change of address, USCIS may impose a civil fine for your failing to do so.

**When Will These Obligations End?**

Your obligations under a Form I-864 that you signed will end if the person who becomes a lawful permanent resident based on that affidavit:

- A. Becomes a U.S. citizen;
- B. Has worked, or can receive credit for, 40 quarters of coverage under the Social Security Act;
- C. No longer has lawful permanent resident status and has departed the United States;
- D. Is subject to removal, but applies for and obtains, in removal proceedings, a new grant of adjustment of status, based on a new affidavit of support, if one is required; or
- E. Dies.

**NOTE:** Divorce **does not** terminate your obligations under Form I-864.

Your obligations under a Form I-864 that you signed also end if you die. Therefore, if you die, your estate is not required to take responsibility for the person's support after your death. However, your estate may owe any support that you accumulated before you died.

**NOTE:** Select the box for either **Item A.** or **B.** in **Item Number 1.** If applicable, select the box for **Item Number 2.**



**Part 8. Sponsor's Contract, Contact Information, Certification, and Signature (continued)**

**Sponsor's Statement**

1. Sponsor's Statement Regarding the Interpreter
- A.  I can read and understand English, and I have read and understand every question and instruction on this affidavit and my answer to every question.
- B.  The interpreter named in **Part 9**, read to me every question and instruction on this affidavit and my answer to every question in , a language in which I am fluent, and I understood everything.
2.  At my request, the preparer named in **Part 10**, , prepared this affidavit for me based only upon information I provided or authorized.

**Sponsor's Contact Information**

3. Sponsor's Daytime Telephone Number
4. Sponsor's Mobile Telephone Number (if any)
5. Sponsor's Email Address (if any)

**Sponsor's Declaration and Certification**

Copies of any documents I have submitted are exact photocopies of unaltered, original documents, and I understand that USCIS or the U.S. Department of State (DOS) may require that I submit original documents to USCIS or DOS at a later date. Furthermore, I authorize the release of any information from any of my records that USCIS or DOS may need to determine my eligibility for the immigration benefit I seek.

I furthermore authorize release of information contained in this affidavit, in supporting documents, and in my USCIS or DOS records to other entities and persons where necessary for the administration and enforcement of U.S. immigration law.

I certify, under penalty of perjury, that all of the information in my affidavit and any document submitted with it were provided or authorized by me, that I reviewed and understand all of the information contained in, and submitted with, my affidavit, and that all of this information is complete, true, and correct.

- A. I know the contents of this affidavit of support that I signed;
- B. I have read and I understand each of the obligations described in **Part 8.**, and I agree, freely and without any mental reservation or purpose of evasion, to accept each of those obligations in order to make it possible for the immigrant indicated in **Part 3.** to become a lawful permanent resident of the United States;
- C. I agree to submit to the personal jurisdiction of any Federal or state court that has subject matter jurisdiction of a lawsuit against me to enforce my obligations under this Form I-864EZ;
- D. Each of the Federal income tax returns submitted in support of this affidavit are true copies, or are unaltered tax transcripts, of the tax returns I filed with the IRS;
- E. I understand that, if I am related to the sponsored immigrant by marriage, the termination of the marriage (by divorce, dissolution, annulment, or other legal process) will not relieve me of my obligations under this Form I-864EZ; and
- F. I authorize the Social Security Administration to release information about me in its records to the USCIS and DOS.

**Sponsor's Signature**

6. Sponsor's Signature  Date of Signature (mm/dd/yyyy)

**NOTE TO ALL SPONSORS:** If you do not completely fill out this affidavit or fail to submit required documents listed in the Instructions, USCIS or DOS may deny your request.



**Part 9. Interpreter's Contact Information, Certification, and Signature**

**Interpreter's Full Name**

- 1. Interpreter's Family Name (Last Name)  Interpreter's Given Name (First Name)
- 2. Interpreter's Business or Organization Name

**Interpreter's Contact Information**

- 3. Interpreter's Daytime Telephone Number
- 4. Interpreter's Mobile Telephone Number (if any)
- 5. Interpreter's Email Address (if any)

**Interpreter's Certification and Signature**

I certify, under penalty of perjury, that: that I am fluent in English and , and I have interpreted every question on the affidavit and Instructions and interpreted the sponsor's answers to the questions in that language, and the sponsor informed me that they understood every instruction, question, and answer on the affidavit.

- 6. Interpreter's Signature  Date of Signature (mm/dd/yyyy)

**Part 10. Contact Information, Declaration, and Signature of the Person Preparing this Affidavit, if Other Than the Sponsor**

**Preparer's Full Name**

- 1. Preparer's Family Name (Last Name)  Preparer's Given Name (First Name)
- 2. Preparer's Business or Organization Name

**Preparer's Contact Information**

- 3. Preparer's Daytime Telephone Number
- 4. Preparer's Mobile Telephone Number (if any)
- 5. Preparer's Email Address (if any)

**Preparer's Certification and Signature**

I certify, under penalty of perjury, that I prepared this affidavit for the sponsor at their request and with express consent and that all of the responses and information contained in and submitted with the affidavit are complete, true, and correct and reflects only information provided by the sponsor. The sponsor reviewed the responses and information and informed me that they understand the responses and information in or submitted with the affidavit.

- 6. Preparer's Signature  Date of Signature (mm/dd/yyyy)



**Part 11. Additional Information**

If you need extra space to provide any additional information within this contract, use the space below. If you need more space than what is provided, you may make copies of this page to complete and file with this contract or attach a separate sheet of paper. Type or print your name and A-Number (if any) at the top of each sheet; indicate the **Page Number**, **Part Number**, and **Item Number** to which your answer refers; and sign and date each sheet.

1. Family Name (Last Name)                      Given Name (First Name)                      Middle Name (if applicable)

POTTER	Christopher	Alan
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2. A-Number (if any) ▶ A- 

N	/	A							
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3. Page Number      Part Number      Item Number

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N/A  
N/A  
N/A  
N/A  
N/A

4. Page Number      Part Number      Item Number

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N/A  
N/A  
N/A  
N/A  
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5. Page Number      Part Number      Item Number

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N/A  
N/A  
N/A  
N/A  
N/A

6. Page Number      Part Number      Item Number

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N/A  
N/A  
N/A  
N/A  
N/A

**BRENDA MILLANI POTTER'S  
SIGNED FORMS**



# Notice of Entry of Appearance as Attorney or Accredited Representative

Department of Homeland Security

DHS  
Form G-28  
OMB No. 1615-0105  
Expires 05/31/2021

## Part 1. Information About Attorney or Accredited Representative

1. USCIS Online Account Number (if any)

▶ 0 0 7 4 9 2 6 2 5 4 3 8

## Name of Attorney or Accredited Representative

2.a. Family Name (Last Name) **HAVERROTH SILVA**

2.b. Given Name (First Name) **Otavio**

2.c. Middle Name **N/A**

## Address of Attorney or Accredited Representative

3.a. Street Number and Name **PO Box 90487**

3.b.  Apt.  Ste.  Flr. **N/A**

3.c. City or Town **San Diego**

3.d. State **CA** 3.e. ZIP Code **92169**  
(USPS ZIP Code Lookup)

3.f. Province **N/A**

3.g. Postal Code **N/A**

3.h. Country **USA**

## Contact Information of Attorney or Accredited Representative

4. Daytime Telephone Number **5102419336**

5. Mobile Telephone Number (if any) **5102419336**

6. Email Address (if any) **otavio@legalhs.com**

7. Fax Number (if any) **N/A**

## Part 2. Eligibility Information for Attorney or Accredited Representative

Select **all applicable** items.

1.a.  I am an attorney eligible to practice law in, and a member in good standing of, the bar of the highest courts of the following states, possessions, territories, commonwealths, or the District of Columbia. If you need extra space to complete this section, use the space provided in **Part 6. Additional Information**.

Licensing Authority  
**California**

1.b. Bar Number (if applicable) **343486**

1.c. I (select **only one** box)  am not  am subject to any order suspending, enjoining, restraining, disbaring, or otherwise restricting me in the practice of law. If you are subject to any orders, use the space provided in **Part 6. Additional Information** to provide an explanation.

1.d. Name of Law Firm or Organization (if applicable) **HS Law Corp**

2.a.  I am an accredited representative of the following qualified nonprofit religious, charitable, social service, or similar organization established in the United States and recognized by the Department of Justice in accordance with 8 CFR part 1292.

2.b. Name of Recognized Organization **N/A**

2.c. Date of Accreditation (mm/dd/yyyy) **N/A**

3.  I am associated with **N/A**, the attorney or accredited representative of record who previously filed Form G-28 in this case, and my appearance as an attorney or accredited representative for a limited purpose is at his or her request.

4.a.  I am a law student or law graduate working under the direct supervision of the attorney or accredited representative of record on this form in accordance with the requirements in 8 CFR 292.1(a)(2).

4.b. Name of Law Student or Law Graduate **N/A**



**Part 3. Notice of Appearance as Attorney or Accredited Representative**

If you need extra space to complete this section, use the space provided in **Part 6. Additional Information**.

This appearance relates to immigration matters before (select **only one** box):

- 1.a.  U.S. Citizenship and Immigration Services (USCIS)
- 1.b. List the form numbers or specific matter in which appearance is entered.
- 2.a.  U.S. Immigration and Customs Enforcement (ICE)
- 2.b. List the specific matter in which appearance is entered.
- 3.a.  U.S. Customs and Border Protection (CBP)
- 3.b. List the specific matter in which appearance is entered.
- 4. Receipt Number (if any)  
▶
- 5. I enter my appearance as an attorney or accredited representative at the request of the (select **only one** box):  
 Applicant    Petitioner    Requestor  
 Beneficiary/Derivative    Respondent (ICE, CBP)

**Information About Client (Applicant, Petitioner, Requestor, Beneficiary or Derivative, Respondent, or Authorized Signatory for an Entity)**

- 6.a. Family Name (Last Name)
- 6.b. Given Name (First Name)
- 6.c. Middle Name
- 7.a. Name of Entity (if applicable)
- 7.b. Title of Authorized Signatory for Entity (if applicable)
- 8. Client's USCIS Online Account Number (if any)  
▶
- 9. Client's Alien Registration Number (A-Number) (if any)  
▶ A-

**Client's Contact Information**

- 10. Daytime Telephone Number
- 11. Mobile Telephone Number (if any)
- 12. Email Address (if any)

**Mailing Address of Client**

**NOTE:** Provide the client's mailing address. **Do not** provide the business mailing address of the attorney or accredited representative **unless** it serves as the safe mailing address on the application or petition being filed with this Form G-28.

- 13.a. Street Number and Name
- 13.b.  Apt.    Ste.    Flr.
- 13.c. City or Town
- 13.d. State    13.e. ZIP Code
- 13.f. Province
- 13.g. Postal Code
- 13.h. Country

**Part 4. Client's Consent to Representation and Signature**

**Consent to Representation and Release of Information**

I have requested the representation of and consented to being represented by the attorney or accredited representative named in **Part 1.** of this form. According to the Privacy Act of 1974 and U.S. Department of Homeland Security (DHS) policy, I also consent to the disclosure to the named attorney or accredited representative of any records pertaining to me that appear in any system of records of USCIS, ICE, or CBP.



**Part 4. Client's Consent to Representation and Signature (continued)**

**Options Regarding Receipt of USCIS Notices and Documents**

USCIS will send notices to both a represented party (the client) and his, her, or its attorney or accredited representative either through mail or electronic delivery. USCIS will send all secure identity documents and Travel Documents to the client's U.S. mailing address.

If you want to have notices and/or secure identity documents sent to your attorney or accredited representative of record rather than to you, please select **all applicable** items below. You may change these elections through written notice to USCIS.

- 1.a.  I request that USCIS send original notices on an application or petition to the business address of my attorney or accredited representative as listed in this form.
- 1.b.  I request that USCIS send any secure identity document (Permanent Resident Card, Employment Authorization Document, or Travel Document) that I receive to the U.S. business address of my attorney or accredited representative (or to a designated military or diplomatic address in a foreign country (if permitted)).  
**NOTE:** If your notice contains Form I-94, Arrival-Departure Record, USCIS will send the notice to the U.S. business address of your attorney or accredited representative. If you would rather have your Form I-94 sent directly to you, select **Item Number 1.c.**
- 1.c.  I request that USCIS send my notice containing Form I-94 to me at my U.S. mailing address.

**Signature of Client or Authorized Signatory for an Entity**

- 2.a. Signature of Client or Authorized Signatory for an Entity  
➔ Bunch, J. M.
- 2.b. Date of Signature (mm/dd/yyyy) 05/06/2026

**Part 5. Signature of Attorney or Accredited Representative**

I have read and understand the regulations and conditions contained in 8 CFR 103.2 and 292 governing appearances and representation before DHS. I declare under penalty of perjury under the laws of the United States that the information I have provided on this form is true and correct.

- 1. a. Signature of Attorney or Accredited Representative [Signature]
- 1.b. Date of Signature (mm/dd/yyyy) 05/06/2026
- 2.a. Signature of Law Student or Law Graduate N/A
- 2.b. Date of Signature (mm/dd/yyyy) N/A



**Part 6. Additional Information**

If you need extra space to provide any additional information within this form, use the space below. If you need more space than what is provided, you may make copies of this page to complete and file with this form or attach a separate sheet of paper. Type or print your name at the top of each sheet; indicate the **Page Number**, **Part Number**, and **Item Number** to which your answer refers; and sign and date each sheet.

1.a Family Name (Last Name)

1.b Given Name (First Name)

1.c Middle Name

2.a. Page Number  2.b. Part Number  2.c. Item Number

2.d. **N/A**  
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3.a. Page Number  3.b. Part Number  3.c. Item Number

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4.a. Page Number  4.b. Part Number  4.c. Item Number

4.d. **N/A**  
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5.a. Page Number  5.b. Part Number  5.c. Item Number

5.d. **N/A**  
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6.a. Page Number  6.b. Part Number  6.c. Item Number

6.d. **N/A**  
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# Supplemental Information for Spouse Beneficiary

Department of Homeland Security  
U.S. Citizenship and Immigration Services

USCIS  
Form I-130A  
OMB No. 1615-0012  
Expires 02/28/2027

To be completed by an attorney or accredited representative (if any).

<input checked="" type="checkbox"/> Select this box if Form G-28 is attached.	Volag Number (if any) N/A	Attorney State Bar Number (if applicable) 343486	Attorney or Accredited Representative USCIS Online Account Number (if any) 0 0 7 4 9 2 6 2 5 4 3 8
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▶ **START HERE - Type or print in black ink.**

The purpose of this form is to collect additional information for a spouse beneficiary of Form I-130, Petition for Alien Relative. If your spouse is a U.S. citizen, lawful permanent resident, or non-citizen U.S. national who is filing Form I-130 on your behalf, you must complete and sign Form I-130A, Supplemental Information for Spouse Beneficiary, and submit it with the Form I-130 filed by your spouse. If you reside overseas, you still must complete Form I-130A, but you do not need to sign the form.

### Part 1. Information About You (Spouse Beneficiary)

1. Alien Registration Number (A-Number) (if any)  
▶ A- N/A

2. USCIS Online Account Number (if any)  
▶ N/A

5.a. Date From (mm/dd/yyyy) 01/01/2026

5.b. Date To (mm/dd/yyyy) PRESENT

### Physical Address 2

6.a. Street Number and Name 700 Shawnee Sq Sw

6.b.  Apt.  Ste.  Flr. 41

6.c. City or Town Calgary

6.d. State N/A 6.e. ZIP Code T2Y 0Z6

6.f. Province Alberta

6.g. Postal Code N/A

6.h. Country Canada

### Your Full Name

3.a. Family Name (Last Name) MILLANI POTTER

3.b. Given Name (First Name) Brenda

3.c. Middle Name N/A

7.a. Date From (mm/dd/yyyy) 08/01/2025

7.b. Date To (mm/dd/yyyy) 12/31/2025

### Address History

Provide your physical addresses for the last five years, whether inside or outside the United States. Provide your current address first. If you need extra space to complete this section, use the space provided in Part 7. Additional Information.

### Physical Address 1

4.a. Street Number and Name 1461 Ferguson Way

4.b.  Apt.  Ste.  Flr. N/A

4.c. City or Town San Jose

4.d. State CA 4.e. ZIP Code 95129

4.f. Province N/A

4.g. Postal Code N/A

4.h. Country USA

### Last Physical Address Outside the United States

Provide your last address outside the United States of more than one year (even if listed above).

8.a. Street Number and Name 700 Shawnee Sq Sw

8.b.  Apt.  Ste.  Flr. 41

8.c. City or Town Calgary

8.d. Province Alberta

8.e. Postal Code T2Y 0Z6

8.f. Country Canada



**Part 1. Information About You (The Spouse Beneficiary)**

9.a. Date From (mm/dd/yyyy)   
9.b. Date To (mm/dd/yyyy)

**Information About Parent 1**

Full Name of Parent 1  
10.a. Family Name (Maiden Name)   
10.b. Given Name (First Name)   
10.c. Middle Name   
11. Date of Birth (mm/dd/yyyy)   
12. Sex  Male  Female  
13. City/Town/Village of Birth   
14. Country of Birth   
15. City/Town/Village of Residence   
16. Country of Residence

**Information About Parent 2**

Full Name of Parent 2  
17.a. Family Name (Last Name)   
17.b. Given Name (First Name)   
17.c. Middle Name   
18. Date of Birth (mm/dd/yyyy)   
19. Sex  Male  Female  
20. City/Town/Village of Birth   
21. Country of Birth   
22. City/Town/Village of Residence   
23. Country of Residence

**Part 2. Information About Your Employment**

Provide your employment history for the last five years, whether inside or outside the United States. Provide your current employment first. If you are currently unemployed, type or print "Unemployed" in **Item Number 1.** below. If you need extra space to complete this section, use the space provided in **Part 7. Additional Information.**

**Employment History**

**Employer 1**

1. Name of Employer/Company   
2.a. Street Number and Name   
2.b.  Apt.  Ste.  Flr.   
2.c. City or Town   
2.d. State  2.e. ZIP Code   
2.f. Province   
2.g. Postal Code   
2.h. Country   
3. Your Occupation   
4.a. Date From (mm/dd/yyyy)   
4.b. Date To (mm/dd/yyyy)

**Employer 2**

5. Name of Employer/Company   
6.a. Street Number and Name   
6.b.  Apt.  Ste.  Flr.   
6.c. City or Town   
6.d. State  6.e. ZIP Code   
6.f. Province   
6.g. Postal Code   
6.h. Country



**Part 2. Information About Your Employment**  
(continued)

7. Your Occupation  
**Server**

8.a. Date From (mm/dd/yyyy) **05/06/2025**

8.b. Date To (mm/dd/yyyy) **12/27/2025**

**Part 3. Information About Your Employment Outside the United States**

Provide your last occupation outside the United States if not shown above. If you never worked outside the United States, provide this information in the space provided in Part 7.  
**Additional Information.**

1. Name of Employer/Company  
**Cravings Bistro**

2.a. Street Number and Name **225 8th Ave**

2.b.  Apt.  Ste.  Flr. **#4 SE**

2.c. City or Town **Calgary**

2.d. State **N/A** 2.e. ZIP Code **N/A**

2.f. Province **Alberta**

2.g. Postal Code **T2G 5C3**

2.h. Country  
**Canada**

3. Your Occupation  
**Server**

4.a. Date From (mm/dd/yyyy) **05/06/2025**

4.b. Date To (mm/dd/yyyy) **12/27/2025**

**Part 4. Spouse Beneficiary's Statement, Contact Information, Certification, and Signature**

**NOTE:** Read the **Penalties** section of the Form I-130 and Form I-130A Instructions before completing this part.

**Spouse Beneficiary's Statement**

**NOTE:** Select the box for either **Item Number 1.a.** or **1.b.** If applicable, select the box for **Item Number 2.**

1.a.  I can read and understand English, and I have read and understand every question and instruction on this form and my answer to every question.

1.b.  The interpreter named in **Part 5.** read to me every question and instruction on this form and my answer to every question in **portuguese** a language in which I am fluent, and I understood everything.

2.  At my request, the preparer name in **Part 6.,** **Otavio Haverroth Silva** prepared this form for me based only upon information I provided or authorized.

**Spouse Beneficiary's Contact Information**

3. Spouse Beneficiary's Daytime Telephone Number  
**4085495662**

4. Spouse Beneficiary's Mobile Telephone Number (if any)  
**4085495662**

5. Spouse Beneficiary's Email Address (if any)  
**millani.brenda@gmail.com**

**Spouse Beneficiary's Certification**

Copies of any documents I have submitted are exact photocopies of unaltered, original documents, and I understand that USCIS may require that I submit original documents to USCIS at a later date. Furthermore, I authorize the release of any information from any of my records that USCIS may need to determine my eligibility for the immigration benefit I seek.

I further authorize release of information contained in this form, in supporting documents, and in my USCIS records to other entities and persons where necessary for the administration and enforcement of U.S. immigration laws.

I certify, under penalty of perjury, that I provided or authorized all of the information in this form, I understand all of the information contained in, and submitted with, my form, and that all of this information is complete, true, and correct.

**Spouse Beneficiary's Signature**

6.a. Spouse Beneficiary's Signature (sign in ink)  
➔ **Brenda**

6.b. Date of Signature (mm/dd/yyyy) **05/06/2026**

**NOTE TO ALL SPOUSE BENEFICIARIES:** If you do not completely fill out this form or fail to submit required documents listed in the Instructions, USCIS may deny the Form I-130 filed on your behalf.

### Part 5. Interpreter's Contact Information, Certification, and Signature

Provide the following information about the interpreter you used to complete Form I-130A if he or she is different from the interpreter used to complete the Form I-130 filed on your behalf.

#### Interpreter's Full Name

- 1.a. Interpreter's Family Name (Last Name)
- 1.b. Interpreter's Given Name (First Name)
- 2. Interpreter's Business or Organization Name (if any)

#### Interpreter's Mailing Address

- 3.a. Street Number and Name
- 3.b.  Apt.  Ste.  Flr.
- 3.c. City or Town
- 3.d. State  3.e. ZIP Code
- 3.f. Province
- 3.g. Postal Code
- 3.h. Country

#### Interpreter's Contact Information

- 4. Interpreter's Daytime Telephone Number
- 5. Interpreter's Mobile Telephone Number (if any)
- 6. Interpreter's Email Address (if any)

### Interpreter's Certification

I certify, under penalty of perjury, that:

I am fluent in English and  , which is the same language provided in **Part 4., Item Number 1.b.**, and I have read to this spouse beneficiary in the identified language every question and instruction on this form and his or her answer to every question. The spouse beneficiary informed me that he or she understands every instruction, question, and answer on the form, including the **Spouse Beneficiary's Certification**, and has verified the accuracy of every answer.

#### Interpreter's Signature

- 7.a. Interpreter's Signature (sign in ink)
- 7.b. Date of Signature (mm/dd/yyyy)

### Part 6. Contact Information, Declaration, and Signature of the Person Preparing this Form, if Other Than the Spouse Beneficiary

Provide the following information about the preparer you used to complete Form I-130A if he or she is different from the preparer used to complete the Form I-130 filed on your behalf.

#### Preparer's Full Name

- 1.a. Preparer's Family Name (Last Name)
- 1.b. Preparer's Given Name (First Name)
- 2. Preparer's Business or Organization Name (if any)

#### Preparer's Mailing Address

- 3.a. Street Number and Name
- 3.b.  Apt.  Ste.  Flr.
- 3.c. City or Town
- 3.d. State  3.e. ZIP Code
- 3.f. Province
- 3.g. Postal Code
- 3.h. Country



**Part 6. Contact Information, Declaration, and Signature of the Person Preparing this Form, if Other Than the Spouse Beneficiary (continued)**

**Preparer's Contact Information**

4. Preparer's Daytime Telephone Number  
5102419336
5. Preparer's Mobile Telephone Number (if any)  
5102419336
6. Preparer's Email Address (if any)  
otavio@legalhs.com

**Preparer's Statement**


- 7.a.  I am not an attorney or accredited representative but have prepared this form on behalf of the spouse beneficiary and with the spouse beneficiary's consent.
- 7.b.  I am an attorney or accredited representative and my representation of the spouse beneficiary in this case  extends  does not extend beyond the preparation of this form.

**NOTE:** If you are an attorney or accredited representative whose representation extends beyond preparation of this form, you may be obliged to submit a completed Form G-28, Notice of Entry of Appearance as Attorney or Accredited Representative, with this form.

**Preparer's Certification**

By my signature, I certify, under penalty of perjury, that I prepared this form at the request of the spouse beneficiary. The spouse beneficiary then reviewed this completed form and informed me that he or she understands all of the information contained in, and submitted with, his or her form, including the **Spouse Beneficiary's Certification**, and that all of this information is complete, true, and correct. I completed this form based only on information that the spouse beneficiary provided to me or authorized me to obtain or use.

**Preparer's Signature**

- 8.a. Preparer's Signature (sign in ink)  

- 8.b. Date of Signature (mm/dd/yyyy)  
05/06/2026



**Part 7. Additional Information**

If you need extra space to provide any additional information within this form, use the space below. If you need more space than what is provided, you may make copies of this page to complete and file with this form or attach a separate sheet of paper. Type or print your name and A-Number (if any) at the top of each sheet; indicate the **Page Number**, **Part Number**, and **Item Number** to which your answer refers; and sign and date each sheet.

1.a. Family Name (Last Name)

1.b. Given Name (First Name)

1.c. Middle Name

2. A-Number (if any) ▶ A-

3.a. Page Number  3.b. Part Number  3.c. Item Number

3.d. 68 Sinclair Crescent SW, Calgary, Alberta, Canada - T2W 0L9 - from 08/01/2024 to 07/31/2025.

1235 11 Ave SW, Apt 1326, Calgary, Alberta, Canada - T3C 0M5 - from 08/01/2023 to 07/31/2024.

Rua Humberto Notari, 81, Apt 32, Sorocaba, São Paulo, Brazil - 18016-430 - from 01/01/2020 to 07/30/2023.

4.a. Page Number  4.b. Part Number  4.c. Item Number

4.d. Great Events  
Suite 220, 5824 2nd Street SW  
Calgary, Alberta  
Canada, T2H 0H2  
Server  
From 06/15/2023 to 11/20/2025

Bow Valley College  
345 - 6 Avenue SE,  
Calgary, Alberta,  
Canada, T2G 4V1  
Interior Decorating Degree  
From 09/05/2023 to 06/18/2025

5.a. Page Number  5.b. Part Number  5.c. Item Number

5.d. Ana Andrézia Architecture Office  
Intern  
Rua Casimiro de Abreu, 46, Centro,  
Sorocaba SP, 18035-261, Brasil  
From 10/2021 to 12/2022  
Prior to her employments listed above,  
she was unemployed

6.a. Page Number  6.b. Part Number  6.c. Item Number

6.d. N/A

7.a. Page Number  7.b. Part Number  7.c. Item Number

7.d. N/A





# Application to Register Permanent Residence or Adjust Status

Department of Homeland Security  
U.S. Citizenship and Immigration Services

USCIS  
Form I-485  
OMB No. 1615-0023  
Expires 10/31/2027

### For USCIS Use Only

<b>Preference Category:</b>	<b>Receipt</b>	<b>Action Block</b>
<b>Country Chargeable:</b>		
<b>Priority Date:</b>		
<b>Date Form I-693 Signed By Civil Surgeon:</b>		
<input type="checkbox"/> Applicant Interviewed <input type="checkbox"/> Interview Waived Date of Initial Interview: _____ Lawful Permanent Resident as of: _____	<b>Section of Law</b> <input type="checkbox"/> INA 209(a) <input type="checkbox"/> INA 245(m) <input type="checkbox"/> INA 209(b) <input type="checkbox"/> INA 249 <input type="checkbox"/> INA 245(a) <input type="checkbox"/> Sec. 13, Act of 9/11/57 <input type="checkbox"/> INA 245(i) <input type="checkbox"/> Cuban Adjustment Act <input type="checkbox"/> INA 245(j) <input type="checkbox"/> Other _____	

### To be completed by an Attorney or Accredited Representative (if any).

<input checked="" type="checkbox"/> <b>Select this box if Form G-28 is attached.</b>	<b>Volag Number (if any)</b> _____	<b>Attorney State Bar Number (if applicable)</b> <b>343486</b>	<b>Attorney or Accredited Representative USCIS Online Account Number (if any)</b> <b>0 0 7 4 9 2 6 2 5 4 3 8</b>
--	---------------------------------------	---	---

▶ **START HERE - Type or print in black ink.** A-Number ▶ A- **N / A**

**NOTE TO ALL APPLICANTS:** If you do not completely fill out this application or fail to submit required documents listed in the Instructions, U.S. Citizenship and Immigration Services (USCIS) may reject or deny your application.

For all sections of this application, if you need to provide any additional information or are instructed to provide an explanation, use the space provided in **Part 14. Additional Information.**

### Part 1. Information About You (Person applying for lawful permanent residence)

1. Your Current Legal Name (**Do not** provide a nickname)

Family Name (Last Name) <b>MILLANI POTTER</b>	Given Name (First Name) <b>Brenda</b>	Middle Name (if applicable) <b>N/A</b>
--	--	---

2. Other Names You Have Used Since Birth (if applicable)

Provide all other names you have ever used, including your family name at birth, other legal names, nicknames, aliases, and assumed names.

Family Name (Last Name) <b>DE OLIVEIRA MILLANI</b>	Given Name (First Name) <b>Brenda</b>	Middle Name (if applicable) <b>N/A</b>
<b>N/A</b>	<b>N/A</b>	<b>N/A</b>

3. Date of Birth (mm/dd/yyyy) **03/21/1999**

Have you ever used any other date of birth?  Yes  No

If you answered "Yes," provide all other dates of birth (mm/dd/yyyy).

<b>N/A</b>
<b>N/A</b>

**Part 1. Information About You (Person applying for lawful permanent residence) (continued)**

4. Do you have an Alien Registration Number (A-Number)?  Yes  No

If you answered "Yes," provide your A-Number.

A-Number (if any) ▶ A-

5. Have you ever used, or been assigned, any other A-Number?  Yes  No

If you answered "Yes," provide the A-Numbers.

6. Sex  Male  Female

7. Place of Birth

City or Town of Birth

Country of Birth

8. Country of Citizenship or Nationality

9. USCIS Online Account Number (if any)

▶

If one has been assigned, you can find it on a notice that USCIS may have sent to you.

10. Recent Immigration History

If you last entered the United States using a passport or travel document, provide the following information.

Passport or Travel Document Number Used at Last Arrival

Expiration Date of this Passport or Travel Document (mm/dd/yyyy)

Country that Issued this Passport or Travel Document

Nonimmigrant Visa Number Used During Most Recent Arrival (if any)

Date Nonimmigrant Visa Was Issued (mm/dd/yyyy)

Place and Date of Last Arrival into the United States

City or Town

State

Date of Last Arrival (mm/dd/yyyy)

11. When I last arrived in the United States:

I was inspected at a Port of Entry and admitted as (for example, exchange visitor, visitor, temporary worker, student):

I was inspected at a Port of Entry and paroled as (for example, humanitarian parole, Cuban parole):

I came into the United States without admission or parole.

Other:



**Part 1. Information About You (Person applying for lawful permanent residence) (continued)**

12. If you were issued a Form I-94 Arrival/Departure Record, provide the information from your most recent Form I-94 below:

Family Name (Last Name) <b>MILLANI POTTER</b>	Given Name (First Name) <b>Brenda</b>
--	--

Form I-94 Arrival/Departure Record Number ▶ 

8	8	2	8	2	3	3	2	5	A	4
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Expiration Date of Authorized Stay Shown on Form I-94 (mm/dd/yyyy) or Type or Print "D/S" for Duration of Status **06/30/2026**

Immigration Status on Form I-94 (for example, class of admission, or paroled, if paroled) **B2**

13. Was your last arrival the first time you were physically present in the United States?  Yes  No

14. What is your current immigration status (if it has changed since your last arrival)? **N/A**

15. Expiration Date of Current Immigration Status (mm/dd/yyyy) or Type or Print "D/S" for Duration of Status **06/30/2026**

16. Have you ever been issued an "alien crewman" visa?  Yes  No

17. Did you last arrive in the United States to join a vessel as a seaman or crewman, or while serving in any capacity aboard a vessel or aircraft?  Yes  No

18. Addresses

**Current U.S. Physical Address**

In Care Of Name (if any)  
**Kevin Charles Potter**

Street Number and Name <span style="border: 1px solid black; padding: 2px;"><b>1461 Ferguson Way</b></span>	Apt. Ste. Flr. <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Number <span style="border: 1px solid black; padding: 2px;"></span>
--	--	--

City or Town <span style="border: 1px solid black; padding: 2px;"><b>San Jose</b></span>	State <span style="border: 1px solid black; padding: 2px;"><b>CA</b></span>	ZIP Code <span style="border: 1px solid black; padding: 2px;"><b>95129</b></span>
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Date You First Resided at This Address (mm/dd/yyyy) **01/01/2026**

Is this your current mailing address?  Yes  No

If you answered "No," provide your current mailing address.

**Current Mailing Address (Safe or Alternate Mailing Address, if applicable)**

In Care Of Name (if any)  
**Otavio Haverroth Silva**

Street Number and Name <span style="border: 1px solid black; padding: 2px;"><b>PO Box 90487</b></span>	Apt. Ste. Flr. <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Number <span style="border: 1px solid black; padding: 2px;"><b>N/A</b></span>
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City or Town <span style="border: 1px solid black; padding: 2px;"><b>San Diego</b></span>	State <span style="border: 1px solid black; padding: 2px;"><b>CA</b></span>	ZIP Code <span style="border: 1px solid black; padding: 2px;"><b>92169</b></span>
--	--	--



**Part 1. Information About You (Person applying for lawful permanent residence) (continued)**

Have you resided at your current address for at least 5 years?  Yes  No

If you answered "No," provide your prior address(es) for the last 5 years. Use the space provided in **Part 14. Additional Information**, if necessary.

**Prior Address**

In Care Of Name (if any)

Street Number and Name  Apt. Ste. Flr.    Number

City or Town  State  ZIP Code

Province  Postal Code  Country

Dates of Residence

From (mm/dd/yyyy)  To (mm/dd/yyyy)

**Most Recent Address Outside the United States**

Provide your most recent physical address outside the United States where you lived for more than one year (if not already listed above).

Street Number and Name  Apt. Ste. Flr.    Number

City or Town  State  ZIP Code

Province  Postal Code  Country

Dates of Residence

From (mm/dd/yyyy)  To (mm/dd/yyyy)

**19. Social Security Card**

Has the Social Security Administration (SSA) ever officially issued a Social Security card to you?  Yes  No

If you answered "Yes," provide your U.S. Social Security Number (SSN). ▶

Do you want the SSA to issue you a Social Security card?  Yes  No

If you answered "Yes," you must also answer "Yes" to the **Consent for Disclosure** below.

**Consent for Disclosure:** I authorize disclosure of information from this application to the SSA as required for the purpose of assigning me an SSN and issuing me a Social Security Card.  Yes  No



**Part 2. Application Type or Filing Category**

1. Are you filing for adjustment of status with the Executive Office for Immigration Review (EOIR) while  Yes  No in removal, exclusion, rescission, or deportation proceedings?

2. Receipt Number of Underlying Petition (if any)  Priority Date from Underlying Petition (if any)   
 (mm/dd/yyyy)

I am filing this Form I-485 as a (select **only one** box):

- Principal Applicant
- Derivative Applicant (Provide the following information about the principal applicant.)

Principal Applicant's Name

Family Name (Last Name)	Given Name (First Name)	Middle Name (if applicable)
N/A	N/A	N/A

Principal Applicant's A-Number (if any)	Principal Applicant's Date of Birth										
▶ A- <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td>N</td><td>/</td><td>A</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	N	/	A								(mm/dd/yyyy) <input type="text" value="N/A"/>
N	/	A									

**I am applying** based on the following category (You must select **ONLY ONE** category. If you are filing as a derivative applicant, select the appropriate box based on the category under which the principal applicant is applying or has applied. See the Form I-485 Instructions for more information, including any **Additional Instructions** that relate to the immigrant category you select.):

**3.a. Family-based**

Immediate relative of a U.S. citizen, Form I-130, I-129F, or I-360 (select your specific category below):

- Spouse of a U.S. Citizen.
- Unmarried child under 21 years of age of a U.S. citizen.
- Parent of a U.S. citizen (if the citizen is at least 21 years of age).
- Person admitted to the United States as a fiancé(e) or child of a fiancé(e) of a U.S. citizen (K-1/K-2 Nonimmigrant).
- Widow or widower of a U.S. citizen.
- Spouse, child, or parent of a deceased U.S. active-duty service member in the armed forces under the National Defense Authorization Act (NDAA).

Other relative of a U.S. citizen under the family-based preference categories, Form I-130 (select your specific category below):

- Unmarried son or daughter of a U.S. citizen and I am 21 years of age or older.
- Married son or daughter of a U.S. citizen.
- Brother or sister of a U.S. citizen (if the citizen is at least 21 years of age).

Relative of a lawful permanent resident under the family-based preference categories, Form I-130 (select your specific category below):

- Spouse of a lawful permanent resident.
- Unmarried child under 21 years of age of a lawful permanent resident.
- Unmarried son or daughter of a lawful permanent resident and I am 21 years of age or older.

VAWA self-petitioner (victim of battery or extreme cruelty), Form I-360 (select your specific category below):

- VAWA self-petitioning spouse of a U.S. citizen or lawful permanent resident.
- VAWA self-petitioning child of a U.S. citizen or lawful permanent resident.
- VAWA self-petitioning parent of a U.S. citizen (if the citizen is at least 21 years of age).



**Part 2. Application Type or Filing Category (continued)**

**3.b. Employment-based**

Alien Investor, Form I-526 or Form I-526E

Alien Workers, Form I-140 (select your category below and answer the following questions below, as applicable):

- Alien of Extraordinary Ability
- Outstanding Professor or Researcher
- Multinational Executive or Manager
- Member of the Professions Holding an Advanced Degree or Alien of Exceptional Ability (who is NOT seeking a National Interest Waiver)
- A Professional (at a minimum, requiring a bachelor's degree or a foreign degree equivalent to a U.S. bachelor's degree)
- A Skilled Worker (requiring at least 2 years of specialized training or experience)
- Any Other Worker (requiring less than 2 years of training or experience)
- An Alien Applying For a National Interest Waiver (who IS a member of the professions holding an advanced degree or an alien of exceptional ability)

Did a relative file the associated Form I-140 for you (or for the principal applicant if you are a derivative applicant) or does a relative have a significant ownership interest (5 percent or more) in the business that filed Form I-140 for you (or for the principal applicant, if you are a derivative applicant)?

- N/A (I am adjusting on the basis of a Form I-140 self-petition)
- No
- Yes

If you answered "Yes," is this relative your (select **only one** box):

- Father     Mother     Child     Adult Son     Adult Daughter     Brother     Sister
- None of These

Is the relative above a:

- U.S. Citizen     U.S. National     Lawful Permanent Resident     None of These

**3.c. Special Immigrant**

- Special Immigrant Juvenile, Form I-360
- Certain Afghan or Iraqi National, Form I-360 or Form DS-157
- Certain International Broadcaster, Form I-360
- Certain G-4 International Organization or Family Member or NATO-6 Employee or Family Member, Form I-360
- Certain U.S. Armed Forces Members (also known as the Six and Six program), Form I-360
- Panama Canal Zone Employees, Form I-360
- Certain Physicians, Form I-360
- Certain Employee or Former Employee of the U.S. Government Abroad, DS-1884

Religious Worker, Form I-360 (select your specific category below):

- Minister of Religion
- Other Religious Worker



**Part 2. Application Type or Filing Category (continued)**

**3.d. Asylee or Refugee**

Asylum Status (Immigration and Nationality Act (INA) section 208), Form I-589 or Form I-730

If you selected asylum, date you were granted asylum (mm/dd/yyyy).

Refugee Status (INA section 207), Form I-590 or Form I-730

If you selected refugee, date of initial admission as refugee (mm/dd/yyyy).

**3.e. Human Trafficking Victim or Crime Victim**

Human Trafficking Victim (T Nonimmigrant), Form I-914 or Derivative Family Member, Form I-914A

Victim of Qualifying Criminal Activity (U Nonimmigrant), Form I-918, Derivative Family Member, Form I-918A, or Qualifying Family Member, Form I-929

**3.f. Special Programs Based on Certain Public Laws**

The Cuban Adjustment Act

A Victim of Battery or Extreme Cruelty as a Spouse or Child Under the Cuban Adjustment Act

Applicant Adjusting Based on Dependent Status Under the Haitian Refugee Immigrant Fairness Act

A Victim of Battery or Extreme Cruelty as a Spouse or Child Applying Based on Dependent Status Under the Haitian Refugee Immigrant Fairness Act

Lautenberg Parolees

Diplomats or High-Ranking Officials Unable to Return Home (Section 13 of the Act of September 11, 1957)

Nationals of Vietnam, Cambodia, and Laos Applying for Adjustment of Status Under section 586 of Public Law 106-429

Applicant Adjusting Under the Amerasian Act (October 22, 1982), Form I-360

**3.g. Additional Options**

Diversity Visa program

If you selected Diversity Visa program, provide your Diversity Visa Rank Number:

Continuous Residence in the United States Since Before January 1, 1972 ("Registry")

Individual Born in the United States Under Diplomatic Status

S Nonimmigrants and Qualifying Family Members (can only adjust in this category with an approved Form I-854B filed by a law enforcement officer)

Other Eligibility

4. If you selected a family-based, employment-based, special immigrant, or Diversity Visa immigrant category listed above in **Item Numbers 3.a. - 3.g.** as the basis for your application for adjustment of status, are you applying for adjustment based on INA section 245(i)?  Yes  No

5. Are you 21 years of age or older and applying for adjustment based on classification as a child, under the provisions of the Child Status Protection Act (CSPA)?  Yes  No

**NOTE:** For more information to determine if you are eligible under CSPA, see the **Who May File Form I-485** section of these Instructions.



**Part 3. Request for Exemption for Intending Immigrant's Affidavit of Support Under Section 213A of the INA**

I am requesting an exemption from submitting an Affidavit of Support Under Section 213A of the INA (Form I-864 or Form I-864EZ) because (select **only one**):

- 1.a.  I have earned or can receive credit for 40 qualifying quarters (credits) of work in the United States (as defined by the Social Security Act (SSA)). (Attach your SSA earnings statements. Do not count any quarters during which you received a means-tested public benefit.)
- 1.b.  I am under 18 years of age, unmarried, the child of a U.S. citizen, am not likely to become a public charge, and will automatically become a U.S. citizen under INA section 320, upon my admission as a lawful permanent resident.
- 1.c.  I am applying under the widow or widower of a U.S. citizen (Form I-360) immigrant category.
- 1.d.  I am applying as a VAWA self-petitioner.
- 1.e.  None of these exemptions apply to me and I am not required by statute to submit an Affidavit of Support Under Section 213A of the INA, nor am I required to request an exemption.
- 1.f.  None of these exemptions apply to me and I am not requesting an exemption as I am required to submit an Affidavit of Support Under Section 213A of the INA.

**Part 4. Additional Information About You**

- 1. Have you ever applied for an immigrant visa to obtain permanent resident status at a U.S. Embassy or U.S. Consulate abroad?  Yes  No

If you answered "Yes," complete **Item Numbers 2. - 4.** below.

- 2. Location of U.S. Embassy or U.S. Consulate

City or Town

Country

- 3. Decision (for example, approved, refused, denied, withdrawn)

- 4. Date of Decision (mm/dd/yyyy)

- 5. Have you previously applied for permanent residence while in the United States?

Yes  No

- 6. Have you **EVER** held lawful permanent resident status which was later rescinded under INA section 246?

Yes  No

**Employment and Educational History**

- 7. Provide **ALL** of your employment and educational history for the last 5 years as indicated in the Instructions. Provide your current employment or school attended first. Include periods of self-employment, unemployment, or retirement. For each period of unemployment or retirement, list source of financial support. If you have additional employment or educational history, use the space provided in **Part 14. Additional Information.**

Employer or School (current or most recent)

Name of Employer, Company, or School

Your Occupation (if unemployed or retired, so state)



**Part 4. Additional Information About You (continued)**

Address of Employer, Company, or School

Street Number and Name  Apt. Ste. Flr.    Number

City or Town  State  ZIP Code

Province  Postal Code  Country

Dates of Employment, Unemployment, Retirement, or School Attendance

From (mm/dd/yyyy)  To (mm/dd/yyyy)

If unemployed or retired, source of financial support:

8. Provide your most recent employer or school outside of the United States (if not already listed above).

Name of Employer, Company, or School  Your Occupation (if unemployed or retired, so state)

Address of Employer, Company, or School

Street Number and Name  Apt. Ste. Flr.    Number

City or Town  State  ZIP Code

Province  Postal Code  Country

Dates of Employment, Unemployment, Retirement, or School Attendance

From (mm/dd/yyyy)  To (mm/dd/yyyy)

If unemployed or retired, source of financial support:

**Part 5. Information About Your Parents**

**Information About Your Parent 1**

1. Parent 1's Legal Name

Family Name (Last Name)  Given Name (First Name)  Middle Name (if applicable)

2. Parent 1's Name at Birth (if different than above)

Family Name (Last Name)  Given Name (First Name)  Middle Name (if applicable)

3. Date of Birth (mm/dd/yyyy)



**Part 5. Information About Your Parents (continued)**

4. Country of Birth

**Information About Your Parent 2**

5. Parent 2's Legal Name  
 Family Name (Last Name)  Given Name (First Name)  Middle Name (if applicable)

6. Parent 2's Name at Birth (if different than above)  
 Family Name (Last Name)  Given Name (First Name)  Middle Name (if applicable)

7. Date of Birth (mm/dd/yyyy)

8. Country of Birth

**Part 6. Information About Your Marital History**

- What is your current marital status?  
 Single, Never Married  Married  Divorced  Widowed  Marriage Annulled  Legally Separated
- If you are married, is your spouse a current member of the U.S. armed forces or U.S. Coast Guard?  N/A  Yes  No
- How many times have you been married (including your current marriage, marriages abroad, annulled marriages, and marriages to the same person)?

**Information About Your Current Marriage (including if you are legally separated)**

4. Current Spouse's Legal Name  
 Family Name (Last Name)  Given Name (First Name)  Middle Name (if applicable)

5. Current Spouse's A-Number (if any) ▶ A-

6. Current Spouse's Date of Birth (mm/dd/yyyy)

7. Current Spouse's Country of Birth

8. Current Spouse's Current Physical Address  
 Street Number and Name  Apt.  Ste.  Flr.  Number

City or Town  State  ZIP Code

Province  Postal Code  Country



**Part 6. Information About Your Marital History (continued)**

## 9. Place of Marriage to Current Spouse

City or Town

Sorocaba

State or Province

Sao Paulo

Country

Brazil

Date of Marriage to Current Spouse (mm/dd/yyyy) 11/12/2022

## 10. Is your current spouse applying with you?

 Yes  No**Information About Prior Marriages (if any)**

## 11. Prior Spouse's Legal Name (provide family name before marriage)

Family Name (Last Name)

N/A

Given Name (First Name)

N/A

Middle Name (if applicable)

N/A

## 12. Prior Spouse's Date of Birth (mm/dd/yyyy)

N/A

## 13. Prior Spouse's Country of Birth

N/A

## 14. Prior Spouse's Country of Citizenship or Nationality

N/A

## 15. Date of Marriage to Prior Spouse's (mm/dd/yyyy)

N/A

## 16. Place of Marriage to Prior Spouse

City or Town

N/A

State or Province

N/A

Country

N/A

## 17. Place Where Marriage with Prior Spouse Legally Ended

City or Town

N/A

State or Province

N/A

Country

N/A

Date of Marriage with Prior Spouse Legally Ended (mm/dd/yyyy) N/A

## 18. How Marriage Ended with Prior Spouse (select one):

 Annulled  Divorced  Spouse Deceased  Other (Explain): N/A

**Part 7. Information About Your Children**

1. Indicate the total number of ALL living children anywhere in the world (including adult sons and daughters) that you have.

**NOTE:** The term "children" includes all biological or legally adopted children, as well as current stepchildren, of any age, whether born in the United States or other countries, married or unmarried, living with you or elsewhere and includes any missing children and those born to you outside of marriage.

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Provide the following information for each of your children. If you have more than two children, use the space provided in **Part 14. Additional Information.**

2. Child 1

Current Legal Name

Family Name (Last Name)	Given Name (First Name)	Middle Name (if applicable)
N/A	N/A	N/A

A-Number (if any) ▶ A- 

N	/	A							
---	---	---	--	--	--	--	--	--	--

 Date of Birth (mm/dd/yyyy) 

N/A
-----

Country of Birth

N/A

What is your child's relationship to you? (for example, biological child, stepchild, legally adopted child)

N/A

Is this child also applying now on a separate Form I-485?  Yes  No

3. Child 2

Current Legal Name

Family Name (Last Name)	Given Name (First Name)	Middle Name (if applicable)
N/A	N/A	N/A

A-Number (if any) ▶ A- 

N	/	A							
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 Date of Birth (mm/dd/yyyy) 

N/A
-----

Country of Birth

N/A

What is your child's relationship to you? (for example, biological child, stepchild, legally adopted child)

N/A

Is this child also applying now on a separate Form I-485?  Yes  No



**Part 8. Biographic Information**

1. Ethnicity (Select **only one** box)  
 Hispanic or Latino    Not Hispanic or Latino
2. Race (Select **all applicable** boxes)  
 American Indian or Alaska Native    Asian    Black or African American  
 Native Hawaiian or Other Pacific Islander    White
3. Height Feet  Inches       4. Weight Pounds
5. Eye Color (Select **only one** box)  
 Black    Blue    Brown    Gray    Green    Hazel    Maroon    Pink    Unknown/Other
6. Hair Color (Select **only one** box)  
 Bald (No hair)    Black    Blond    Brown    Gray    Red    Sandy    White    Unknown/Other

**Part 9. General Eligibility and Inadmissibility Grounds**

Choose the answer that you think is correct in **Part 9**. If you answer "Yes" to any questions (**or if you answer "No," but are unsure of your answer**), provide an explanation of the events and circumstances in the space provided in **Part 14. Additional Information**.

1. Have you **EVER** been a member of, involved in, or in any way associated with any organization, association, fund, foundation, party, club, society, or similar group in the United States or in any other location in the world?       Yes    No

If you answered "Yes" to **Item Number 1.**, complete **Item Numbers 2. - 9.** If you were a member of more than two organizations, use the space provided in **Part 14. Additional Information**.

*Organization 1*

2. Name of Organization
3. City or Town      State or Province  
        
 Country
4. Nature of Organization, including its purposes and activities, whether illicit or legitimate.  
  
 Nature of involvement in organization, including role or positions(s) held, whether illicit or legitimate.
5. Dates of Membership or Dates of Involvement  
 From (mm/dd/yyyy)  To (mm/dd/yyyy)

*Organization 2*

6. Name of Organization



**Part 9. General Eligibility and Inadmissibility Grounds (continued)**

7. City or Town State or Province  

N/A	N/A
-----	-----

Country  

N/A
-----

8. Nature of Organization, including its purposes and activities, whether illicit or legitimate.  

N/A
-----

Nature of involvement in organization, including role or positions(s) held, whether illicit or legitimate.  

N/A
-----

9. Dates of Membership or Dates of Involvement  
 From (mm/dd/yyyy) 

N/A
-----

 To (mm/dd/yyyy) 

N/A
-----

- 10. Have you **EVER** been denied admission to the United States?  Yes  No
- 11. Have you **EVER** been denied a visa to the United States?  Yes  No
- 12. Have you **EVER** worked in the United States without authorization?  Yes  No
- 13. Have you **EVER** violated the terms or conditions of your nonimmigrant status?  Yes  No
- 14. Are you presently or have you **EVER** been in removal, exclusion, rescission, or deportation proceedings, including expedited removal proceedings?  Yes  No
- 15. Have you **EVER** been issued a final order of exclusion, deportation, or removal?  Yes  No
- 16. Have you **EVER** had a prior final order of exclusion, deportation, or removal reinstated?  Yes  No
- 17. Have you **EVER** been granted voluntary departure by an immigration officer or an immigration judge but failed to depart within the allotted time?  Yes  No
- 18. Have you **EVER** applied for any kind of relief or protection from removal, exclusion, or deportation?  Yes  No
- 19. Have you **EVER** been a J nonimmigrant exchange visitor who was subject to the two-year foreign residence requirement?  Yes  No
- 20. If you answered "Yes" to **Item Number 19.**, have you complied with the foreign residence requirement?  Yes  No
- 21. If you answered "Yes" to **Item Number 19.** and "No" to **Item Number 20.**, have you been granted a waiver or has Department of State issued a favorable waiver recommendation letter for you?  Yes  No

**Criminal Acts and Violations**

For **Item Numbers 22. - 41.**, you must answer "Yes" to any question that applies to you, even if your records were sealed or otherwise cleared, or even if anyone, including a judge, law enforcement officer, or attorney, told you that you no longer have a record. You must also answer "Yes" to the following questions whether the action or offense occurred here in the United States or anywhere else in the world. If you answer "Yes" to **Item Numbers 22. - 41.**, use the space provided in **Part 14. Additional Information** to provide an explanation for each offense, if applicable, that includes a description of the criminal offense; where the criminal offense occurred; when the criminal offense occurred; whether you were arrested, cited, charged, or detained for the criminal offense you committed; and the outcome or disposition of that criminal offense (for example, convicted, placement in a diversion program, no charges filed, charges dismissed, jail, prison, detention, probation, or community service). Your explanation must include the duration of any sentence to confinement (even if suspended).

22. Have you **EVER** been arrested, cited, charged, or permitted to participate in a diversion program (including  Yes  No pre-trial diversion, deferred prosecution, deferred adjudication, or any withheld adjudication), or detained for any reason by any law enforcement official in any country including but not limited to any U.S. immigration official or any official of the U.S. armed forces or U.S. Coast Guard or by a similar official of a country other than the United States?



**Part 9. General Eligibility and Inadmissibility Grounds (continued)**

- 23. Have you **EVER** committed a crime of any kind (even if you were not arrested, cited, charged with, or tried for that crime, or convicted)?  Yes  No
  - 24. Have you **EVER** pled guilty to or been convicted of a crime or offense (even if the violation was subsequently expunged or sealed by a court, or if you were granted a pardon, amnesty, a rehabilitation decree, or other act of clemency)?  Yes  No
- NOTE:** If you were the beneficiary of a pardon, amnesty, a rehabilitation decree, or other act of clemency, provide documentation of that post-conviction action.
- 25. Have you **EVER** been ordered punished by a judge or had conditions imposed on you that restrained your liberty (such as a prison sentence, suspended sentence, house arrest, parole, alternative sentencing, drug or alcohol treatment, rehabilitative programs or classes, probation, or community service)?  Yes  No
  - 26. Have you **EVER** violated (or attempted or conspired to violate) any controlled substance law or regulation of a state, the United States, or a foreign country?  Yes  No
  - 27. Have you **EVER** trafficked in or benefited from, or knowingly aided, abetted, assisted, conspired or colluded in the illegal trafficking of any controlled substances, such as chemicals, illegal drugs, or narcotics?  Yes  No
  - 28. Are you the spouse, son, or daughter of an alien who illicitly trafficked or aided (or otherwise abetted, assisted, conspired, or colluded) in the illicit trafficking of a controlled substance, such as chemicals, illegal drugs, or narcotics and you obtained, within the last 5 years, any financial or other benefit from this activity of your spouse or parent?  Yes  No
  - 29. If your answer to **Item Number 28** is "Yes," did you know or should you have reasonably known that the financial or other benefit you obtained resulted from this activity of your spouse or parent?  Yes  No
  - 30. Have you **EVER** engaged in prostitution or are you coming to the United States to engage in prostitution?  Yes  No
  - 31. Have you **EVER** directly or indirectly procured or attempted to procure, or imported prostitutes or persons for the purpose of prostitution?  Yes  No
  - 32. Have you **EVER** received any proceeds or money from prostitution?  Yes  No
  - 33. Do you intend to engage in illegal gambling or any other form of commercialized vice, such as prostitution, bootlegging, or the sale of child pornography, while in the United States?  Yes  No
  - 34. Have you **EVER** exercised immunity (diplomatic or otherwise) to avoid being prosecuted for a criminal offense in the United States?  Yes  No
  - 35.a. Have you **EVER** served as a foreign government official?  Yes  No
  - 35.b. If your answer to **Item Number 35.a.** is "Yes," have you **EVER** been responsible for, enforced, or directly carried out violations of religious freedoms?  Yes  No
  - 36. Have you **EVER** induced by force, fraud, or coercion (or otherwise been involved in) the trafficking of another person for commercial sex acts (sex trafficking)?  Yes  No
- NOTE:** Sex trafficking involves inducing or causing an adult to engage in a commercial sex act (any sex act performed for anything of value) through fraud, force, or coercion, or inducing or causing any person under 18 years of age to engage in a commercial sex act (even without force, fraud, or coercion). Sex trafficking may include recruiting, enticing, harboring, transporting, providing, obtaining, advertising, maintaining, patronizing, or soliciting by any means a person to engage in the commercial sex act knowing (or, in the case of advertising, with reckless disregard of the fact) that the person is under 18 years of age or that force, fraud, or coercion was used to induce or cause the person to engage in the commercial sex act. Sex trafficking may also include knowingly benefiting financially or by receiving anything of value, from participation in a venture involving sex trafficking.
- 37. Have you **EVER** trafficked a person into involuntary servitude, peonage, debt bondage, or slavery?  Yes  No  
 Trafficking includes recruiting, harboring, transporting, providing, or obtaining a person for labor or services through the use of force, fraud, or coercion.



**Part 9. General Eligibility and Inadmissibility Grounds (continued)**

- 38. Have you **EVER** knowingly aided, abetted, assisted, conspired, or colluded with others in trafficking in persons for commercial sex acts or involuntary servitude, peonage, debt bondage, or slavery?  Yes  No
- 39. Are you the spouse, son, or daughter of an alien who engaged in the trafficking in persons and have received or obtained, within the last 5 years, any financial or other benefits from this activity of your spouse or your parent?  Yes  No
- 40. If your answer is "Yes" to **Item Number 39.**, did you know or reasonably should have known that this benefit resulted from this activity of your spouse or parent?  Yes  No
- 41. Have you **EVER** engaged in money laundering or have you **EVER** knowingly aided, assisted, abetted, conspired, or colluded with others in money laundering or do you seek to enter the United States to engage in such activity?  Yes  No

**Security and Related**

Do you intend to:

- 42.a. Engage in any activity that violates or evades any law relating to espionage (including spying) or sabotage in the United States?  Yes  No
- 42.b. Engage in any activity in the United States that violates or evades any law prohibiting the export from the United States of goods, technology, or sensitive information?  Yes  No
- 42.c. Engage in any activity whose purpose includes opposing, controlling, or overthrowing the U.S. Government by force, violence, or other unlawful means while in the United States?  Yes  No
- 42.d. Engage in any other unlawful activity?  Yes  No

Have you **EVER**:

- 43.a. Received any weapons training, paramilitary training, or other military-type training?  Yes  No
- 43.b. Committed kidnapping, assassination, or hijacking or sabotage of a conveyance (including an aircraft, vessel, vehicle, or train)?  Yes  No
- 43.c. Used a weapon or explosive or any dangerous device with the intent to endanger the safety of another person or people or cause damage to property?  Yes  No
- 43.d. Threatened, attempted, conspired, prepared, or planned to do any of the things described in **Item Numbers 43.b. - 43.c.**?  Yes  No
- 43.e. Incited, under circumstances indicating an intention to cause death or serious bodily harm/injury, any of the activities described in **Item Numbers 43.b. - 43.c.**?  Yes  No
- 43.f. Participated in, or been a member of, a group or organization that did any of the activities described in **Item Numbers 43.b. - 43.e.**?  Yes  No
- 43.g. Recruited members or asked for money or things of value for a group or organization that did any of the activities described in **Item Numbers 43.b. - 43.e.**?  Yes  No
- 43.h. Provided money, a thing of value, services or labor, or any other assistance or support for any of the activities described in **Item Numbers 43.b. - 43.e.**?  Yes  No
- 43.i. Provided money, a thing of value, services or labor, or any other assistance or support for an individual, group, or organization who did any of the activities described in **Item Numbers 43.b. - 43.e.**?  Yes  No
- 44. Do you intend to engage in any of the activities listed in any part of **Item Numbers 43.b. - 43.e.**?  Yes  No
- 45. Do you intend to engage in any activity that could endanger the welfare, safety, or security of the United States?  Yes  No

**NOTE:** If you answered "Yes" to any part of **Item Numbers 42.a. - 45.**, explain what you did, including the dates and location of the circumstances, or what you intend to do in the space provided in **Part 14. Additional Information.**



**Part 9. General Eligibility and Inadmissibility Grounds (continued)**

46. Are you the spouse or child of an individual who **EVER** engaged in any of the activities listed in **Item Numbers 43.b. - 43.i.**?  Yes  No

**NOTE:** If you answered "Yes" to any part of **Item Number 46.**, explain what your parent or spouse did, including the dates and location of the circumstances in **Part 14. Additional Information.**

47. Have you **EVER** sold, provided, or transported weapons, or assisted any person in selling, providing, or transporting weapons, which you knew or believed would be used against another person?  Yes  No

48. Have you **EVER** worked, volunteered, or otherwise served in any prison, jail, prison camp, detention facility, labor camp, or any other place where people were detained, or have you **EVER** directed or participated in any other activity that involved detaining people?  Yes  No

49. Have you **EVER** been a member of, assisted, or participated in any group, unit, or organization of any kind in which you or other persons used any type of weapon against any person or threatened to do so?  Yes  No

50. Have you **EVER** served in, been a member of, assisted (helped), or participated in any military or police unit?  Yes  No

51. Have you **EVER** served in, been a member of, assisted (helped), or participated in any armed group (a group that carries weapons), for example: paramilitary unit (a group of people who act like a military group, but are not part of the official military), self-defense unit, vigilante unit, rebel group, or guerrilla group?  Yes  No

If you answered "Yes" to **Item Number 50.** or **51.**, include the name of the country, the name of the military unit or armed group, your rank or position, and your dates of involvement in your explanation in **Part 14. Additional Information.**

52. Have you **EVER** been a member of, or in any way affiliated with, the Communist Party or any totalitarian party (in the United States or abroad)?  Yes  No

Have you **EVER** ordered, incited, called for, committed, assisted, helped with, or otherwise participated in any of the following:

53.a. Torture?  Yes  No

53.b. Genocide?  Yes  No

53.c. Killing, or trying to kill, any person?  Yes  No

53.d. Intentionally and severely injuring or trying to injure any person?  Yes  No

54. Have you **EVER** recruited, enlisted, conscripted, or used any person under 15 years of age to take part in hostilities or to serve in or help an armed force or group, or attempted or worked with others to do so?  Yes  No

55. Have you **EVER** used any person under 15 years of age to take part in hostilities, for instance, participating in combat or providing services related to combat (such as sabotage or serving as a courier) or providing support services (such as transporting supplies), or attempted or worked with others to do so?  Yes  No

**NOTE:** If you answered "Yes" to any part of **Item Numbers 47. - 55.**, explain what occurred, including the dates and location of the circumstances, in the space provided in **Part 14. Additional Information.**



**Part 9. General Eligibility and Inadmissibility Grounds (continued)****Public Charge**

Each alien who is subject to the public charge ground of inadmissibility in INA section 212(a)(4) must complete **Item Numbers 57. - 66.** An alien is subject to the public charge ground of inadmissibility if the alien does not fall under one of the categories exempt from the public charge ground of inadmissibility listed below. If you fall under one of the exempt categories listed below, please select the exempt category, and skip **Item Numbers 57. - 66.** If you do not fall under one of the exempt categories listed below, select "I do not fall under any of the exempt categories listed above and will complete **Item Numbers 57. - 66.**"

**NOTE:** For more information, see **Part 9. General Eligibility and Inadmissibility Grounds, Public Charge** section of these Instructions.

**56.** I am exempt from the public charge ground of inadmissibility because I am a/an (select **only one** box):

- VAWA Self-Petitioner (Form I-360)
- Special Immigrant Juvenile (Form I-360)
- Certain Afghan or Iraqi National (Form I-360 or Form DS-157)
- Asylee (Form I-589 or Form I-730)
- Refugee (Form I-590 or Form I-730)
- Victim of Qualifying Criminal Activity (U Nonimmigrant) under INA section 245(m) (Form I-918, Form I-918A, or Form I-929)
- Any category other than INA section 245(m), but you are in valid U nonimmigrant status at the time you file your application for adjustment of status. (This exemption only applies if, at the time of the adjudication of Form I-485, you are still in valid U nonimmigrant status. If, at the time of adjudication of Form I-485, you are no longer in valid U nonimmigrant status, you will be subject to the public charge ground of inadmissibility.)
- Human Trafficking Victim (T nonimmigrant) under INA section 245(l) (Form I-914 or Form I-914A)
- Any category other than INA section 245(l), but you either have a pending application for T nonimmigrant status (Form I-914) that sets forth a prima facie case for eligibility or are in valid T nonimmigrant status at the time you file your application for adjustment of status. (This exemption only applies if your Form I-914 is still pending and deemed to be prima facie eligible or you are in valid T nonimmigrant status when we adjudicate your adjustment of status application.)
- Cuban Adjustment Act
- Cuban Adjustment Act for Battered Spouses and Children
- Dependent Status under the Haitian Refugee Immigrant Fairness Act
- Dependent Status under the Haitian Refugee Immigrant Fairness Act for Battered Spouses and Children
- Cuban and Haitian Entrants Applying for Adjustment of Status under section 202 of the Immigration Reform and Control Act of 1986
- A Lautenberg Parolee
- National of Vietnam, Cambodia, or Laos Applying under the Foreign Operations, Export Financing, and Related Programs
- Continuous Residence in the United States Since Before January 1, 1972 ("Registry")
- Amerasian Homecoming Act
- Polish or Hungarian Parolee
- Nicaraguans and Other Central Americans under section 203 of the Nicaraguan Adjustment and Central American Relief Act (NACARA)
- American Indian Born in Canada (INA section 289) or the Texas Band of Kickapoo Indians of the Kickapoo Tribe of Oklahoma, Public Law 97-429 (Jan. 8, 1983)
- Section 7611 of the National Defense Authorization Act for Fiscal Year 2020 (Liberian Refugee Immigration Fairness)



**Part 9. General Eligibility and Inadmissibility Grounds (continued)**

- Syrian National Adjusting Status under Public Law 106-378
- Spouse, Child, or Parent of a U.S. Active-Duty Service Member in the Armed Forces under the National Defense Authorization Act (NDAA) (Form I-130 or Form I-360)
- I do not fall under any of the exempt categories listed above and will complete **Item Numbers 57. - 66.**

If you selected "I do not fall under any of the exempt categories listed above and will complete **Item Numbers 57. - 66.**" in **Item Number 56.**, complete **Item Numbers 57. - 66.** below. If you selected an exempt category in **Item Number 56.**, go to **Item Number 67.** If you need extra space to complete this section, use the space provided in **Part 14. Additional Information.**

57. What is the size of your household?

58. Indicate your annual household income.  
 \$0-27,000    \$27,001-52,000    \$52,001-85,000    \$85,001-141,000    Over \$141,000

59. Identify the total value of your household assets.  
 \$0-18,400    \$18,401-136,000    \$136,001-321,400    \$321,401-707,100    Over \$707,100

60. Identify the total value of your household liabilities (including both secured and unsecured liabilities).  
 \$0    \$1-10,100    \$10,101-57,700    \$57,701-186,800    Over \$186,800

61. What is the highest degree or grade of school you have completed?  
 Less than a high school diploma. If you select this option, indicate the highest grade of school you have completed.  
  
 High school diploma, GED, or alternative credential    1 or more years of college credit, no degree  
 Associate's degree    Bachelor's degree    Master's degree    Professional degree (JD, MD, DMD, etc.)  
 Doctorate degree

62. List your certifications, licenses, skills obtained through work experience, and educational certificates.

List of Certifications
<b>Architect and Urban Planner specializing in Interior Design.</b>

- 63. Have you ever received Supplemental Security Income (SSI), Temporary Assistance for Needy Families (TANF), or state, Tribal, territorial, or local cash benefit programs for income maintenance (often called "General Assistance" in the state context, but which also exist under other names)?    Yes    No
- 64. Have you ever received long-term institutionalization at government expense?    Yes    No

**Part 9. General Eligibility and Inadmissibility Grounds (continued)**

65. If your answer to **Item Number 63** is "Yes," list the specific benefit(s) you received, the start and end dates of each period of receipt, the dollar amount of benefits received, and whether you received the benefits while you were in an immigration category exempt from the public charge ground of inadmissibility.

Benefit Received	Start Date	End Date	Dollar Amount	In a Category Exempt from Public Charge
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

66. If your answer to **Item Number 64** is "Yes," list the name, city, and state for each institution, the start and end dates of each period of institutionalization, the reason you were institutionalized, and whether you were institutionalized while you were in an immigration category exempt from the public charge ground of inadmissibility.

Institution Name/City/State	Date From	Date To	Reason	In a Category Exempt from Public Charge
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

***Illegal Entries and Other Immigration Violations***

67. Have you **EVER** failed or refused to attend or to remain in attendance at any removal proceeding filed against you on or after April 1, 1997?  Yes  No

**NOTE:** If your answer to **Item Number 67** is "Yes," attach a written statement explaining why you failed or refused to attend or remain in attendance at the removal proceeding, including any explanation of a reasonable cause for that failure or refusal.

68. Have you **EVER** submitted altered, fraudulent, or counterfeit documentation to any U.S. Government official to obtain or attempt to obtain any immigration benefit, including a visa or entry into the United States?  Yes  No

69. Have you **EVER** lied about, concealed, or misrepresented any information on an application or petition to obtain a visa, other documentation required for entry into the United States, admission to the United States, or any other kind of immigration benefit?  Yes  No

70. Have you **EVER** falsely claimed to be a U.S. citizen (in writing or any other way)?  Yes  No

71. Have you **EVER** been a stowaway on a vessel or aircraft arriving in the United States?  Yes  No

72. Have you **EVER** knowingly encouraged, induced, assisted, abetted, or aided any alien to enter or to try to enter the United States illegally (alien smuggling)?  Yes  No

73. Are you under a final order of civil penalty for violating INA section 274C for use of fraudulent documents?  Yes  No

***Removal, Unlawful Presence, or Illegal Reentry After Previous Immigration Violations***

74. Have you **EVER** been excluded, deported, or removed from the United States or have you ever departed the United States on your own after having been ordered excluded, deported, or removed from the United States?  Yes  No

75. Have you **EVER** entered the United States without being inspected and admitted or paroled?  Yes  No



**Part 9. General Eligibility and Inadmissibility Grounds (continued)**

76. Since April 1, 1997, have you been unlawfully present in the United States? You were unlawfully present in the United States if you were present in the United States after the expiration of the period of stay authorized by the Department of Homeland Security (DHS) Secretary or were present in the United States without being admitted or paroled.  Yes  No

**NOTE:** If you answered "Yes" to **Item Number 76.**, give the dates of unlawful presence in the space provided in **Part 14. Additional Information.**

77. If you answered "Yes" to **Item Number 76.**, was a severe form of trafficking in persons at least one central reason for your unlawful presence in the United States?  Yes  No

**NOTE:** Severe trafficking in persons involves sex trafficking (the recruitment, harboring, transportation, provision, or obtaining of a person to commit a commercial sex act) induced by force, fraud, coercion, or in which the person is induced to perform such act has not reached 18 years of age, or the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Since April 1, 1997, have you **EVER** reentered or attempted to reenter the United States without being inspected and admitted or paroled after:

78.a. Having been unlawfully present in the United States for more than one year in the aggregate on or after April 1, 1997? You were unlawfully present in the United States for more than one year in the aggregate if you count all of the days during all of your stays that you were present in the United States after the expiration of the period of stay authorized by the DHS Secretary or were present in the United States without being admitted or paroled.  Yes  No

78.b. Having been deported, excluded, or removed from the United States?  Yes  No

**Miscellaneous Conduct**

79. Do you plan to practice polygamy in the United States?  Yes  No

80. Are you accompanying an alien who is inadmissible and who has been certified by a medical officer as helpless from sickness, mental or physical disability, or infancy, and who requires your protection or guardianship, as described in INA section 232(c)?  Yes  No

81. Have you **EVER** assisted in detaining, retaining, or withholding custody of a U.S. citizen child outside the United States from a person who has been granted custody of the child?  Yes  No

82. Have you **EVER** voted in violation of any Federal, state, or local constitutional provision, statute, ordinance, or regulation in the United States?  Yes  No

83. Have you **EVER** renounced U.S. citizenship to avoid being taxed by the United States?  Yes  No

Have you **EVER**:

84.a. Applied for exemption or discharge from training or service in the U.S. armed forces or in the U.S. National Security Training Corps on the ground that you are an alien?  Yes  No

84.b. Been relieved or discharged from such training or service on the ground that you are an alien?  Yes  No

84.c. Been convicted of desertion from the U.S. armed forces?  Yes  No

85. Have you **EVER** left or remained outside the United States to avoid or evade training or service in the U.S. armed forces in time of war or a period declared by the President to be a national emergency?  Yes  No

86. If you answered "Yes" to **Item Number 85.**, what was your nationality or immigration status immediately before you left (for example, U.S. citizen or national, lawful permanent resident, nonimmigrant, parolee, present without admission or parole, or any other status)?



**Part 10. Applicant's Contact Information, Certification, and Signature*****Applicant's Contact Information***

Provide your daytime telephone number, mobile telephone number (if any), and email address (if any).

1. Applicant's Daytime Telephone Number

2. Applicant's Mobile Telephone Number (if any)

3. Applicant's Email Address (if any)

***Applicant's Certification and Signature***

I certify, under penalty of perjury, that I provided or authorized all of the responses and information contained in and submitted with my application, I read and understand or, if interpreted to me in a language in which I am fluent by the interpreter listed in **Part 11.**, understood, all of the responses and information contained in, and submitted with, my application, and that all of the responses and the information are complete, true, and correct. Furthermore, I authorize the release of any information from any and all of my records that USCIS may need to determine my eligibility for an immigration request and to other entities and persons where necessary for the administration and enforcement of U.S. immigration law.

4. Applicant's Signature

➔ 

Date of Signature (mm/dd/yyyy)

**Part 11. Interpreter's Contact Information, Certification, and Signature*****Interpreter's Full Name***

1. Interpreter's Family Name (Last Name)

Interpreter's Given Name (First Name)

2. Interpreter's Business or Organization Name

***Interpreter's Contact Information***

3. Interpreter's Daytime Telephone Number

4. Interpreter's Mobile Telephone Number (if any)

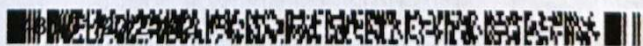
5. Interpreter's Email Address (if any)

***Interpreter's Certification and Signature***

I certify, under penalty of perjury, that I am fluent in English and  , and I have interpreted every question on the application and Instructions and interpreted the applicant's answers to the questions in that language, and the applicant informed me that he or she understood every instruction, question, and answer on the application.

6. Interpreter's Signature

Date of Signature (mm/dd/yyyy)



**Part 12. Contact Information, Certification, and Signature of the Person Preparing this Application, if Other Than the Applicant**

**Preparer's Full Name**

- 1. Preparer's Family Name (Last Name)  Preparer's Given Name (First Name)
- 2. Preparer's Business or Organization Name

**Preparer's Contact Information**

- 3. Preparer's Daytime Telephone Number
- 4. Preparer's Mobile Telephone Number (if any)
- 5. Preparer's Email Address (if any)

**Preparer's Certification and Signature**

I certify, under penalty of perjury, that I prepared this application for the applicant at his or her request and with express consent and that all of the responses and information contained in and submitted with the application are complete, true, and correct and reflects only information provided by the applicant. The applicant reviewed the responses and information and informed me that he or she understands the responses and information in or submitted with the application.

- 6. Preparer's Signature  Date of Signature (mm/dd/yyyy)

**NOTE: Do not complete Part 13. until the USCIS Officer instructs you to do so at the interview.**

**Part 13. Signature at Interview**

I swear (affirm) and certify under penalty of perjury under the laws of the United States of America that I know that the contents of this Form I-485, Application to Register Permanent Residence or Adjust Status, subscribed by me, including the  changes made to this application, **numbered**  **through** , are complete, true, and correct. All information on additional pages submitted by me with this Form I-485, **on numbered pages**  **through**  are complete, true, and correct. All documents submitted at this interview were provided by me and are complete, true, and correct.

Subscribed to and sworn to (affirmed) before me

- USCIS Officer's Printed Name or Stamp  Date of Signature (mm/dd/yyyy)
- Applicant's Signature (sign in ink)  USCIS Officer's Signature (sign in ink)

**Part 14. Additional Information**

If you need extra space to provide any additional information within this application, use the space below. If you need more space than what is provided, you may make copies of this page to complete and file with this application or attach a separate sheet of paper. Type or print your name and A-Number (if any) at the top of each sheet; indicate the **Page Number, Part Number, and Item Number** to which your answer refers; and sign and date each sheet.

1. Family Name (Last Name)  Given Name (First Name)  Middle Name (if applicable)

2. Page Number  Part Number  Item Number

68 Sinclair Crescent SW , Calgary, Alberta, Canada - T2W 0L9 - from 08/01/2024 to 07/31/2025.  
 1235 11 Ave SW, Apt 1326, Calgary , Alberta, Canada - T3C 0M5 - from 08/01/2023 to - 07/31/2024.  
 Rua Humberto Notari, 81, Apt 32, Sorocaba, Sao Paulo, Brazil - 18016-430 - from 01/01/2020 to 07/30/2023.

3. Page Number  Part Number  Item Number

Employer - Great Events - Server - Suite 220, 5824 2nd Street SW, Calgary, Alberta, Canada, T2H 0H2 - from 06/15/2023 to 11/20/2025.  
 Employer - Cravings Bistro - Server - 225 8th Ave #4 SE, Calgary, Alberta, Canada, T2G 5C3 - from 05/06/2025 to 12/27/2025.  
 School - Bow Valley College - Interior Decorating Degree - 345 - 6 Avenue SE, Calgary, Alberta, Canada, T2G 4V1 - from 09/05/2023 to 06/18/2025.

4. Page Number  Part Number  Item Number

Employer - Ana Andrézia Escritório de Arquitetura - Intern - Rua Casimiro de Abreu, 46, Centro, Sorocaba, Sao Paulo, Brazil, 18035-261- from 10/01/2021 to 12/01/2022.  
 School - Universidade Paulista (UNIP) - Architecture and Urbanism Degree - Avenida Independência, 210, Éden, Sorocaba, Sao Paulo, Brazil, 18087-10 - from 02/01/2018 to 12/01/2022.

5. Page Number  Part Number  Item Number

N/A  
 N/A  
 N/A  
 N/A  
 N/A  
 N/A  
 N/A





# Application For Employment Authorization

Department of Homeland Security  
U.S. Citizenship and Immigration Services

USCIS  
Form I-765  
OMB No. 1615-0040  
Expires 08/31/2027

<b>For USCIS Use Only</b>	<input type="checkbox"/> Authorization/Extension Valid From _____	<b>Fee Stamp</b>	<b>Action Block</b>
	<input type="checkbox"/> Authorization/Extension Valid Through _____		
	Alien Registration Number A- <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/>		
	Remarks		

<b>To be completed by an Attorney or Accredited Representative (if any).</b>	<input checked="" type="checkbox"/> <b>Select this box if Form G-28 is attached.</b>	Attorney State Bar Number (if applicable) <input type="text" value="343486"/>	Attorney or Accredited Representative USCIS Online Account Number (if any) <input type="text" value="0"/> <input type="text" value="0"/> <input type="text" value="7"/> <input type="text" value="4"/> <input type="text" value="9"/> <input type="text" value="2"/> <input type="text" value="6"/> <input type="text" value="2"/> <input type="text" value="5"/> <input type="text" value="4"/> <input type="text" value="3"/> <input type="text" value="8"/>
--	--	--	---

▶ **START HERE - Type or print in black ink.**

## Part 1. Reason for Applying

I am applying for (select only one box):

- 1.a.  Initial permission to accept employment.
- 1.b.  Replacement of lost, stolen, or damaged employment authorization document, or correction of my employment authorization document NOT DUE to U.S. Citizenship and Immigration Services (USCIS) error.

**NOTE:** Replacement (correction) of an employment authorization document due to USCIS error does not require a new Form I-765 and filing fee. Refer to [www.uscis.gov/i-765](http://www.uscis.gov/i-765) for further details.

- 1.c.  Renewal of my permission to accept employment. (Attach a copy of your previous employment authorization document.)

## Part 2. Information About You

### Your Full Legal Name

- 1.a. Family Name (Last Name)
- 1.b. Given Name (First Name)
- 1.c. Middle Name

### Other Names Used

Provide all other names you have ever used, including aliases, maiden name, and nicknames. If you need extra space to complete this section, use the space provided in **Part 6**.

#### Additional Information.

- 2.a. Family Name (Last Name)
- 2.b. Given Name (First Name)
- 2.c. Middle Name
- 
- 3.a. Family Name (Last Name)
- 3.b. Given Name (First Name)
- 3.c. Middle Name
- 
- 4.a. Family Name (Last Name)
- 4.b. Given Name (First Name)
- 4.c. Middle Name



**Part 2. Information About You (continued)**

**Your U.S. Mailing Address**

- 5.a. In Care Of Name (if any)  
**Otavio Haverroth Silva**
- 5.b. Street Number and Name **PO Box 90487**
- 5.c.  Apt.  Ste.  Flr. **N/A**
- 5.d. City or Town **San Diego**
- 5.e. State **CA** 5.f. ZIP Code **92169**  
*(USPS ZIP Code Lookup)*
6. Is your current mailing address the same as your physical address?  
 Yes  No

**NOTE:** If you answered "No" to **Item Number 6**, provide your physical address below.

**U.S. Physical Address**

- 7.a. Street Number and Name **1461 Ferguson Way**
- 7.b.  Apt.  Ste.  Flr. **N/A**
- 7.c. City or Town **San Jose**
- 7.d. State **CA** 7.e. ZIP Code **95129**

**Other Information**

8. Alien Registration Number (A-Number) (if any)  
▶ A- **N/A**
9. USCIS Online Account Number (if any)  
▶ **N/A**
10. Sex  Male  Female
11. Marital Status  
 Single  Married  Divorced  Widowed
12. Have you previously filed Form I-765?  
 Yes  No
13. Provide your Social Security number (SSN) (if known).  
▶ **N/A**

**Your Country or Countries of Citizenship or Nationality**

List all countries where you are currently a citizen or national. If you need extra space to complete this item, use the space provided in **Part 6. Additional Information**.

- 14.a. Country  
**Brazil**
- 14.b. Country  
**Brazil**



**Part 2. Information About You (continued)**

**Place of Birth**

List the city/town/village, state/province, and country where you were born.

15.a. City/Town/Village of Birth

Sao Paulo

15.b. State/Province of Birth

Sao Paulo

15.c. Country of Birth

Brazil

16. Date of Birth (mm/dd/yyyy)

03/21/1999

**Information About Your Last Arrival in the United States**

17. Form I-94 Arrival-Departure Record Number (if any)

▶ 8 8 2 8 2 3 3 2 5 A 4

18. Passport Number of Your Most Recently Issued Passport

GF563992

19. Travel Document Number (if any)

N/A

20. Country That Issued Your Passport or Travel Document

Brazil

21. Expiration Date for Passport or Travel Document (mm/dd/yyyy)

11/15/2032

22. Date of Your Last Arrival Into the United States, On or About (mm/dd/yyyy)

12/31/2025

23. Place of Your Last Arrival Into the United States

Eastport, Idaho

24. Immigration Status at Your Last Arrival (for example, B-2 visitor, F-1 student, or no status)

B2 visitor

25. Your Current Immigration Status or Category (for example, B-2 visitor, F-1 student, parolee, deferred action, or no status or category)

B2 visitor; Adjustment of status - Form I-485 pending

26. Student and Exchange Visitor Information System (SEVIS) Number (if any)

▶ N- N/A

**Information About Your Eligibility Category**

27. **Eligibility Category.** Refer to the **Who May File Form I-765** section of the Form I-765 Instructions to determine the appropriate eligibility category for this application. Enter the appropriate letter and number for your eligibility category below (for example, (a)(8), (c)(17)(iii)).

( c ) ( 9 ) ( )

28. **(c)(3)(C) STEM OPT Eligibility Category.** If you entered the eligibility category (c)(3)(C) in **Item Number 27.**, provide the information requested in **Item Numbers 28.a - 28.c.**

28.a. Degree

N/A

28.b. Employer's Name as Listed in E-Verify

N/A

28.c. Employer's E-Verify Company Identification Number or a Valid E-Verify Client Company Identification Number

N/A

29. **(c)(26) Eligibility Category.** If you entered the eligibility category (c)(26) in **Item Number 27.**, provide the receipt number of your H-1B spouse's most recent Form I-797 Notice for Form I-129, Petition for a Nonimmigrant Worker.

▶ N/A

30. **(c)(8) Eligibility Category.** If you entered the eligibility category (c)(8) in **Item Number 27.**, have you **EVER** been arrested for and/or convicted of any crime?

Yes  No

**NOTE:** If you answered "Yes" to **Item Number 30.**, refer to **Special Filing Instructions for Those With Pending Asylum Applications (c)(8)** in the **Required Documentation** section of the Form I-765 Instructions for information about providing court dispositions.

31.a. **(c)(35) and (c)(36) Eligibility Category.** If you entered the eligibility category (c)(35) in **Item Number 27.**, please provide the receipt number of your Form I-797 Notice for Form I-140, Immigrant Petition for Alien Worker. If you entered the eligibility category (c)(36) in **Item Number 27.**, please provide the receipt number of your spouse's or parent's Form I-797 Notice for Form I-140.

▶ N/A

31.b. If you entered the eligibility category (c)(35) or (c)(36) in **Item Number 27.**, have you **EVER** been arrested for and/or convicted of any crime?

Yes  No

**NOTE:** If you answered "Yes" to **Item Number 31.b.**, refer to **Employment-Based Nonimmigrant Categories, Items 8. - 9.**, in the **Who May File Form I-765** section of the Form I-765 Instructions for information about providing court dispositions.



### Part 3. Applicant's Statement, Contact Information, Certification, and Signature

**NOTE:** Read the **Penalties** section of the Form I-765 Instructions before completing this section. You must file Form I-765 while in the United States.

#### Applicant's Statement

**NOTE:** Select the box for either **Item Number 1.a.** or **1.b.** If applicable, select the box for **Item Number 2.**

- 1.a.  I can read and understand English, and I have read and understand every question and instruction on this application and my answer to every question.
- 1.b.  The interpreter named in **Part 4.** read to me every question and instruction on this application and my answer to every question in , a language in which I am fluent, and I understood everything.
2.  At my request, the preparer named in **Part 5.**, , prepared this application for me based only upon information I provided or authorized.

#### Applicant's Contact Information

3. Applicant's Daytime Telephone Number
4. Applicant's Mobile Telephone Number (if any)
5. Applicant's Email Address (if any)
6.  Select this box if you are a Salvadoran or Guatemalan national eligible for benefits under the ABC settlement agreement.

#### Applicant's Certification

Copies of any documents I have submitted are exact photocopies of unaltered, original documents, and I understand that USCIS may require that I submit original documents to USCIS at a later date. Furthermore, I authorize the release of any information from any and all of my records that USCIS may need to determine my eligibility for the immigration benefit that I seek.

I furthermore authorize release of information contained in this application, in supporting documents, and in my USCIS records, to other entities and persons where necessary for the administration and enforcement of U.S. immigration law.

I understand that USCIS may require me to appear for an appointment to take my biometrics (fingerprints, photograph, and/or signature) and, at that time, if I am required to provide biometrics, I will be required to sign an oath reaffirming that:

- 1) I reviewed and provided or authorized all of the information in my application; and
- 2) I understood all of the information contained in, and submitted with, my application; and
- 3) All of this information was complete, true, and correct at the time of filing.

I certify, under penalty of perjury, that I provided or authorized all of the information in my application, I understand all of the information contained in, and submitted with, my application, and that all of this information is complete, true, and correct.

#### Applicant's Signature

7.a. Applicant's Signature

➔

7.b. Date of Signature (mm/dd/yyyy)

**NOTE TO ALL APPLICANTS:** If you do not completely fill out this application or fail to submit required documents listed in the Instructions, USCIS may deny your application.

### Part 4. Interpreter's Contact Information, Certification, and Signature

Provide the following information about the interpreter.

#### Interpreter's Full Name

1.a. Interpreter's Family Name (Last Name)

1.b. Interpreter's Given Name (First Name)

2. Interpreter's Business or Organization Name (if any)

**Part 4. Interpreter's Contact Information, Certification, and Signature**

**Interpreter's Mailing Address**

3.a. Street Number and Name

3.b.  Apt.  Ste.  Flr.

3.c. City or Town

3.d. State  3.e. ZIP Code

3.f. Province

3.g. Postal Code

3.h. Country

**Interpreter's Contact Information**

4. Interpreter's Daytime Telephone Number

5. Interpreter's Mobile Telephone Number (if any)

6. Interpreter's Email Address (if any)

**Interpreter's Certification**

I certify, under penalty of perjury, that:

I am fluent in English and Part 3, Item Number 1.b., and I have read to this applicant in the identified language every question and instruction on this application and his or her answer to every question. The applicant informed me that he or she understands every instruction, question, and answer on the application, including the **Applicant's Certification**, and has verified the accuracy of every answer.

**Interpreter's Signature**

7.a. Interpreter's Signature

7.b. Date of Signature (mm/dd/yyyy)

**Part 5. Contact Information, Declaration, and Signature of the Person Preparing this Application, If Other Than the Applicant**

Provide the following information about the preparer.

**Preparer's Full Name**

1.a. Preparer's Family Name (Last Name)

1.b. Preparer's Given Name (First Name)

2. Preparer's Business or Organization Name (if any)

**Preparer's Mailing Address**

3.a. Street Number and Name

3.b.  Apt.  Ste.  Flr.

3.c. City or Town

3.d. State  3.e. ZIP Code

3.f. Province

3.g. Postal Code

3.h. Country

**Preparer's Contact Information**

4. Preparer's Daytime Telephone Number

5. Preparer's Mobile Telephone Number (if any)

6. Preparer's Email Address (if any)



**Part 5. Contact Information, Declaration, and Signature of the Person Preparing this Application, If Other Than the Applicant**  
(continued)

**Preparer's Statement**


- 7.a.  I am not an attorney or accredited representative but have prepared this application on behalf of the applicant and with the applicant's consent.
- 7.b.  I am an attorney or accredited representative and my representation of the applicant in this case  extends  does not extend beyond the preparation of this application.

**NOTE:** If you are an attorney or accredited representative, you may need to submit a completed Form G-28, Notice of Entry of Appearance as Attorney or Accredited Representative, with this application.

**Preparer's Certification**

By my signature, I certify, under penalty of perjury, that I prepared this application at the request of the applicant. The applicant then reviewed this completed application and informed me that he or she understands all of the information contained in, and submitted with, his or her application, including the **Applicant's Certification**, and that all of this information is complete, true, and correct. I completed this application based only on information that the applicant provided to me or authorized me to obtain or use.

**Preparer's Signature**

- 8.a. Preparer's Signature 
- 8.b. Date of Signature (mm/dd/yyyy)



**Part 6. Additional Information**

If you need extra space to provide any additional information within this application, use the space below. If you need more space than what is provided, you may make copies of this page to complete and file with this application or attach a separate sheet of paper. Type or print your name and A-Number (if any) at the top of each sheet; indicate the **Page Number**, **Part Number**, and **Item Number** to which your answer refers; and sign and date each sheet.

1.a. Family Name (Last Name)

1.b. Given Name (First Name)

1.c. Middle Name

2. A-Number (if any) ▶ A-

3.a. Page Number  3.b. Part Number  3.c. Item Number

3.d.

4.a. Page Number  4.b. Part Number  4.c. Item Number

4.d.

5.a. Page Number  5.b. Part Number  5.c. Item Number

5.d.

6.a. Page Number  6.b. Part Number  6.c. Item Number

6.d.

7.a. Page Number  7.b. Part Number  7.c. Item Number

7.d.





# Application for Travel Documents, Parole Documents, and Arrival/Departure Records

Department of Homeland Security  
U.S. Citizenship and Immigration Services

USCIS  
Form I-131  
OMB No. 1615-0013  
Expires 06/30/2027

<b>For USCIS Use Only</b>	<b>Receipt</b>	<b>Action Block</b>	<b>To Be Completed by an Attorney/ Representative, if any.</b>  <input type="checkbox"/> Fill in box if G-28 is attached to represent the applicant.
	<input type="checkbox"/> <b>Document Hand Delivered</b> By: _____ Date: ____/____/____		
	<b>Document Issued</b> <input type="checkbox"/> Re-entry Permit ( <i>Update "Mail To" Section</i> ) <input type="checkbox"/> Refugee Travel Document ( <i>Update "Mail To" Section</i> ) <input type="checkbox"/> Single Advance Parole <input type="checkbox"/> Multiple Advance Parole <i>Valid Until:</i> ____/____/____ <input type="checkbox"/> TPS Travel Authorization Documentation <i>Valid Until:</i> ____/____/____	<b>Mail To (<i>Reentry Permit and Refugee Travel Document Only</i>)</b> <input type="checkbox"/> Address in <b>Part 2.</b> <input type="checkbox"/> U.S. Embassy, U.S. Consulate, or USCIS international field office at: _____	

▶ **START HERE - Type or print in black ink.**

## Part 1. Application Type

Select the application type below.

### Reentry Permit

1.  I am a lawful permanent resident or conditional permanent resident of the United States, and I am applying for a reentry permit.

### Refugee Travel Document

2.  I now hold refugee or asylee status in the United States, and I am applying for a Refugee Travel Document.
3.  I am a lawful permanent resident as a direct result of refugee or asylee status, and I am applying for a Refugee Travel Document.

### Travel Authorization Document (for Temporary Protected Status (TPS) beneficiaries who are inside the United States)

4.  I am a TPS beneficiary in the United States, and I am applying for a TPS Travel Authorization Document under the Immigration and Nationality Act (INA) section 244(f)(3) to allow me to seek admission under TPS upon my return from abroad. The receipt number for my last **approved** Form I-821, Application for Temporary Protected Status, is:

N/A

### Advance Parole Document (for aliens who are inside the United States) and Advance Permission to Travel for Commonwealth of Northern Mariana Islands (CNMI) Long-Term Residents

5. I am located **inside** the United States, and I am applying for an Advance Parole Document to allow me to seek parole into the United States under INA section 212(d)(5)(A) upon my return from abroad based on:

- A.  A pending Form I-485, Application to Register Permanent Residence or Adjust Status, receipt number if you are filing this form separately from your Form I-485:

N/A



**Part 1. Application Type (continued)**

- B.  A pending Form I-589, Application for Asylum and for Withholding of Removal, receipt number:
- C.  A pending initial Form I-821, Application for Temporary Protected Status, receipt number:
- D.  Deferred Enforced Departure.
- E.  Approved Form I-821D, Consideration of Deferred Action for Childhood Arrivals, receipt number:
- F.  An approved Form I-914, Application for T Nonimmigrant Status, or Form I-914, Supplement A, Application for Family Member of T-1 Recipient, receipt number:
- G.  An approved Form I-918, Petition for U Nonimmigrant Status, or Form I-918, Supplement A, Petition for Qualifying Family Member of U-1 Recipient, receipt number:
- H.  Being a current parolee under INA section 212(d)(5), under class of admission:
- I.  An approved Form I-817, Application for Family Unity Benefits, receipt number:
- J.  A pending Form I-687, Application for Status as a Temporary Resident Under Section 245A of the Immigration and Nationality Act, receipt number:
- K.  An approved V Nonimmigrant Status, receipt number:
- L.  CNMI long-term residence, receipt number:
- M.  Other (provide explanation):

**Initial Parole Document (for aliens who are currently outside the United States)**

- 6. I am applying for a parole document under INA section 212(d)(5)(A) on my own behalf and I am **outside** the United States, or I am applying on behalf of someone else who is **outside** the United States, for the first time (initial application) under one of the following specific parole programs or processes:
  - A.  Filipino World War II Veterans Parole (FWVP) Program, Form I-130 receipt number:



**Part 1. Application Type (continued)**

- B.  Immigrant Military Members and Veterans Initiative (IMMVI)
- (1)  A current or former service member.
  - (2)  A current spouse, child, or unmarried son or daughter (or their child under 21 years of age) of a current or former service member.
  - (3)  Current legal guardian or surrogate of a current or former service member.
- C.  Intergovernmental Parole Referral
- U.S. Federal Executive Branch Government Agency:
- 
- U.S. Federal Government Agency Representative Official Email Address:
- 
- D.  Family Reunification Task Force (FRTF) Process; Task Force Registration Number:
- 
- E.  Other: (List specific parole program or process)
- 
7.  I am applying for a parole document under INA section 212(d)(5)(A) for myself and I am **outside** the United States, or I am applying for a parole document under INA section 212(d)(5)(A) on behalf of someone else who is **outside** the United States for the first time (initial application), **but not under a specific parole program or process.**

***Initial Request for Arrival/Departure Record for Parole In Place (for aliens who are inside the United States)***

8. I am applying for an initial period of parole in place under INA section 212(d)(5)(A) and I am **inside** the United States, or I am applying for an initial period of parole in place under INA section 212(d)(5)(A) on behalf of someone else who is **inside** the United States, under:
- A.  Military Parole in Place (PIP), only on my own behalf, and I am a:
- (1)  A current or former service member.
  - (2)  A spouse, parent, son, or daughter of a current or former service member.
- B.  Family Reunification Task Force (FRTF) Process; Task Force Registration Number:
- 
- C.  Other: (List specific program or process)
- 
9.  I am applying for an initial period of parole in place under INA section 212(d)(5)(A) and I am **inside** the United States, but **not under** a specific program or process, or I am applying for an initial period of parole in place under INA section 212(d)(5)(A) for someone else who is **inside** the United States, but **not under** a specific program or process.



**Part 1. Application Type (continued)**

**Arrival/Departure Records for Re-parole for Aliens Who Are Requesting a New Period of Parole (from inside the United States)**

10. I was initially paroled into the United States or granted parole in place under INA section 212(d)(5)(A) under one of the following programs or processes and I am requesting a new period of parole, or I am applying for a new period of parole on behalf of someone else who was initially paroled into the United States under one of the following programs or processes:
- A.  Family Reunification Parole Process
  - B.  Certain Afghans Paroled Into the United States After July 31, 2021 (See form Instructions)
  - C.  Re-parole Process for certain Ukrainian Citizens and Their Immediate Family Members Paroled Into the United States on or After February 11, 2022 (See form Instructions)
  - D.  Filipino World War II Veterans Parole (FWVP) Program
  - E.  Immigrant Military Members and Veterans Initiative (IMMVI)
    - (1)  A current or former service member.
    - (2)  A current spouse, child, or unmarried son or daughter (or their child under 21 years of age) of a current or former service member.
    - (3)  Current legal guardian or surrogate of a current or former service member.
  - F.  Central American Minors (CAM) Program
  - G.  Family Reunification Task Force (FRTF) Process
  - H.  Military Parole in Place (Military PIP)
    - (1)  A current or former service member.
    - (2)  A spouse, parent, son, or daughter of a current or former service member.
  - I.  Other Program or Process (List specific program or process):  

N/A
11.  I was initially paroled into the United States or granted parole in place under INA section 212(d)(5)(A) and I am requesting a new period of parole, but **not under** a specific program or process, or I am requesting a new period of parole on behalf of someone else who was initially paroled into the United States or granted parole in place, but **not under** a specific program or process.
12. If you selected one of the boxes in **Item Numbers 10.** or **11.**, list the Admit Until Date/Parole shown on Form I-94: (mm/dd/yyyy) 

N/A

**Refugee Status**

13. Do you hold status as a refugee, were you paroled as a refugee, or are you a lawful permanent resident as a  Yes  No direct result of being a refugee?

**Part 2. Information About You**

1. Your Full Name

Family Name (Last Name)

MILLANI POTTER

Given Name (First Name)

Brenda

Middle Name (if applicable)

N/A



**Part 2. Information About You (continued)**

2. Other Names Used (if applicable)

Family Name (Last Name)	Given Name (First Name)	Middle Name (if applicable)
DE OLIVEIRA MILLANI	Brenda	N/A
N/A	N/A	N/A
N/A	N/A	N/A

3. Current Mailing Address or Safe Address (if applicable) [\(USPS ZIP Code Lookup\)](#)

In Care Of Name (if any)  
**Otavio Haverroth Silva**

Street Number and Name  
**PO Box 90487**

Apt. Ste. Flr. Number  
   **N/A**

City or Town  
**San Diego**

State  
**CA**

ZIP Code  
**92169**

Province  
**N/A**

Postal Code  
**N/A**

Country  
**USA**

4. Current Physical Address (if different from the above address)

In Care Of Name (if any)  
**Brenda Millani Potter**

Street Number and Name  
**1461 Ferguson Way**

Apt. Ste. Flr. Number  
   **N/A**

City or Town  
**San Jose**

State  
**CA**

ZIP Code  
**95129**

Province  
**N/A**

Postal Code  
**N/A**

Country  
**USA**

**Other Information**

5. Alien Registration Number (A-Number) (if any) **▶ A- N/A**

6. Country of Birth  
**Brazil**

7. Country of Citizenship or Nationality  
**Brazil**

8. Sex  
 Male  Female

9. Date of Birth (mm/dd/yyyy) **03/21/1999**

10. U.S. Social Security Number (if any) **▶ N/A**

11. USCIS Online Account Number (if any) **▶ N/A**

If you are physically present in the United States, **and** you are seeking a Temporary Protected Status (TPS) travel authorization document, advance parole, a renewed period of parole (re-parole), or parole in place, **(Part 1., Item Numbers 4., 5., 8., 9., 10., or 11.)** complete the following:

12. Class of Admission (COA) (if any)  
**B2**

13. Most Recent Form I-94 Arrival/Departure Record Number (if any)  
**882823325A4**



**Part 2. Information About You (continued)**

14. Expiration Date of Authorized Stay Shown on Form I-94 (if any) (mm/dd/yyyy)  15. eMedical U.S. Parolee ID (USPID) (if any)

**Information About Them (Complete this section only if you are applying on behalf of someone else.)**

If you are requesting parole on behalf of someone other than yourself, provide the following information about that person in **Item Numbers 16. - 27.** Do not complete this section if filing for yourself.

16. Family Name (Last Name)  Given Name (First Name)  Middle Name (if applicable)

17. Their Other Names Used (if applicable)

Family Name (Last Name)	Given Name (First Name)	Middle Name (if applicable)
<input type="text" value="N/A"/>	<input type="text" value="N/A"/>	<input type="text" value="N/A"/>
<input type="text" value="N/A"/>	<input type="text" value="N/A"/>	<input type="text" value="N/A"/>
<input type="text" value="N/A"/>	<input type="text" value="N/A"/>	<input type="text" value="N/A"/>

18. Date of Birth (mm/dd/yyyy)  19. Country of Birth

20. Country of Citizenship or Nationality  21. Daytime Phone Number

22. Email Address (if any)  23. Alien Registration Number (A-Number) (if any)   
▶ A-

24. Their Current Mailing Address

In Care Of Name (if any)

Street Number and Name  Apt. Ste. Flr.    Number

City or Town  State  ZIP Code

Province  Postal Code  Country

25. Their Current Physical Address

In Care Of Name (if any)

Street Number and Name  Apt. Ste. Flr.    Number

City or Town  State  ZIP Code

Province  Postal Code  Country



**Part 2. Information About You (continued)**

***Their Other Information***

26. Class of Admission (COA) (if any)

N/A

27. Most Recent Form I-94 Arrival/Departure Record Number (if any)

N/A

**Part 3. Biographic Information of the Person Who Will Receive the Travel Document, Parole Document, or Arrival/Departure Record**

1. Ethnicity (Select **only one** box)

Hispanic or Latino     Not Hispanic or Latino

2. Race (Select **all applicable** boxes)

American Indian or Alaska Native     Asian     Black or African American     Native Hawaiian or Other Pacific Islander     White

3. Height    Feet     Inches     4. Weight    Pounds

5. Eye Color (Select **only one** box)

Black     Blue     Brown     Gray     Green     Hazel     Maroon     Pink     Unknown/Other

6. Hair Color (Select **only one** box)

Bald (No Hair)     Black     Blond     Brown     Gray     Red     Sandy     White     Unknown/Other

**Part 4. Processing Information**

1. Has the person who will receive the travel document, parole document, or Arrival/Departure Record, if approved, been in any exclusion, deportation, removal, or rescission proceedings?     Yes     No

2.a. Have you **EVER** before been issued a Reentry Permit or Refugee Travel Document? (If you answered "Yes," provide the information in **Item Numbers 2.b. - 2.c.** for the last document issued to you.)     Yes     No

2.b. Date Issued (mm/dd/yyyy)     2.c. Disposition (attached, lost, stolen, damaged/destroyed, still in my possession, etc.):

3.a. Have you **EVER** been issued an Advance Parole Document? (If you answered "Yes," please provide the information in **Item Numbers 3.b. - 3.c.** for the last document issued to you.)     Yes     No

3.b. Date Issued (mm/dd/yyyy)     3.c. Disposition (attached, lost, stolen, damaged/destroyed, still in my possession, etc.):

If you are requesting **parole from outside the United States, parole in place, or re-parole from inside the United States, SKIP to Part 8.**

4. Are you requesting a **replacement** Reentry Permit, Refugee Travel Document, Advance Parole Document, or TPS Travel Authorization Document?     Yes     No



**Part 4. Processing Information (continued)**

5. If you answered "Yes," select one of the following boxes and complete **Item Numbers 6.a. - 6.b.** If you answered "No," you can skip to **Item Number 7.a.**

- My document was issued, but I did not receive it.
- I received my document, but then it was lost, stolen, or damaged.
- I received my document, but it has incorrect information because of an error caused by me or because my information has changed.
- I received my document, but it has incorrect information because of an error not caused by me (such as a U.S. Citizenship and Immigration Services (USCIS) error).

6.a. If you are replacing your Reentry Permit, Refugee Travel Document, Advance Parole Document, or TPS Travel Authorization Document because it has incorrect information, please select the applicable box(es) indicating the information that needs to be corrected and then provide any additional information in the text box that helps USCIS confirm the correction needed.

- Name
- A-Number
- Country of Birth/Citizenship
- Terms and Conditions
- Date of Birth
- Sex
- Validity Date
- Photo

Provide an explanation of what is incorrect on your current document to support your request for a correction and attach copies of any documents supporting your request.

**N/A**

6.b. Provide the receipt number for the Form I-131 related to the Reentry Permit, Refugee Travel Document, Advance Parole Document, or TPS Travel Authorization Document that you are seeking to replace:

**N/A**

**If you are applying for an Advance Parole Document, SKIP to Part 7.**

**You must complete the rest of Part 4. if you are requesting a Reentry Permit or Refugee Travel Document.**

Where do you want your Reentry Permit or Refugee Travel Document sent? Please note that if you want your Reentry Permit or Refugee Travel Document sent to another country, you will need to pick it up at a U.S. Embassy, U.S. Consulate, or USCIS international field office. (Select one)

- 7.a.  To the U.S. address shown in **Part 2., Item Number 3.** of this application.
- 7.b.  To a U.S. Embassy, U.S. Consulate, USCIS international field office, or Department of Homeland Security (DHS) office overseas at:

City or Town **N/A**

Country **N/A**



**Part 4. Processing Information (continued)**

If you are requesting that the Reentry Permit or Refugee Travel Document be sent to a U.S. Embassy, U.S. Consulate, or USCIS international field office, where should the **notification** to pick up the travel document be sent?

- 8.a.  To the address shown in **Part 2., Item Number 3.** of this application.
- 8.b.  To the address shown below in **Part 4., Item Number 9.a.** of this application.

9.a. In Care Of Name (if any)

N/A

Street Number and Name

N/A

Apt. Ste. Flr. Number

N/A

City or Town

N/A

State

N/A

ZIP Code

N/A

Province

N/A

Postal Code

N/A

Country

N/A

9.b. Daytime Phone Number

N/A

9.c. Email Address

N/A

**Part 5. Complete Only If Applying for a Reentry Permit (Part 1., Item Number 1.)**

1. Since becoming a permanent resident of the United States (or during the past 5 years, whichever is less), how much total time have you spent outside the United States?

- Less Than 6 Months
- 6 Months to 1 Year
- 1 to 2 Years
- 2 to 3 Years
- 3 to 4 Years
- More Than 4 Years

**Part 6. Complete Only If Applying for a Refugee Travel Document (Part 1., Item Number 2. or 3.)**

1. Country from which you are a refugee or asylee:

N/A

If you answer "Yes" to Item Numbers 2. - 6.c. below, use the space provided in **Part 13. Additional Information** to provide an explanation.

2. Do you plan to travel to the country named above in **Item Number 1.**?  Yes  No

Since you were admitted to the United States as a refugee or granted asylee status, have you **EVER**:

3.a. Returned to the country named above in **Item Number 1.**?  Yes  No

3.b. Applied for and/or obtained a national passport, passport renewal, or entry permit from the country in **Item Number 1.**?  Yes  No

3.c. Applied for and/or received any benefit from the country named in **Item Number 1.** (for example, health insurance benefits)?  Yes  No



**Part 6. Complete Only If Applying for a Refugee Travel Document (Part 1., Item Number 2. or 3.)**  
(continued)

Since you were admitted to the United States as a refugee or granted asylee status in the United States, have you, by any legal procedure or voluntary act:

- 4.a. Reacquired the nationality of the country named above in **Item Number 1.**?  Yes  No
- 4.b. Acquired a new nationality?  Yes  No
- 4.c. Been granted refugee or asylee status in any other country?  Yes  No
5. Are you filing for a Refugee Travel Document before departing the United States?  Yes  No

If you answered "Yes" to **Item Number 5.**, because you are filing for a Refugee Travel Document before departing the United States, you may skip **Item Numbers 6.a. - 6.c.**

If you answered "No" to **Item Number 5.**, you must answer **Item Numbers 6.a. - 6.c.**

- 6.a. Are you currently outside the United States?  Yes  No

- 6.b. If you answered "Yes," what is your current location (City or Town and Country)?

N/A

- 6.c. If you answered "Yes," what other countries have you traveled to since leaving the United States?

N/A

**Part 7. Information About Your Proposed Travel (Complete only if you are applying for an Advance Parole Document (Part 1., Item Number 5.))**

1. Date of Intended Departure (mm/dd/yyyy)
2. Purpose of trip. (If you need extra space to complete this section, use the space provided in **Part 13. Additional Information.**)  
**To visit my family.**
3. List the countries you intend to visit. (If you need extra space to complete this section, use the space provided in **Part 13. Additional Information.**)  
**Brazil**
4. How many trips do you intend to use this document?  
 One Trip  More than one trip
5. Expected Length of Trip (in days)



**Part 8. Complete Only If Applying for an Initial Parole Document, Parole In Place, or Re-parole (Part 1., Item Numbers 6. - 11.)**

1. Explain how you qualify for parole, parole in place, or re-parole. (If you need extra space to complete this section, use the space provided in **Part 13. Additional Information.**) Include copies of any supporting documents or evidence you wish considered. (See Instructions.)

N/A

2. Expected Length of Stay in the United States

If the person intended to receive the parole document is outside the United States, complete the following **Item Numbers**:

- 3.a. Date of Intended Arrival to the United States (mm/dd/yyyy)

- 3.b. Location (City or Town and Country) of the U.S. Embassy, U.S. Consulate, or the USCIS international field office that you want us to notify.

City or Town

Country

**Part 9. Employment Authorization For New Period of Parole (Re-parole) (Part 1., Item Number 10. or 11.)**

1.  I am requesting an Employment Authorization Document (EAD) upon approval of my new period of parole (re-parole) selected under **Part 1., Item Number 10.** or **11.**

**Part 10. Applicant's Contact Information, Certification, and Signature (Read the information on penalties and travel warnings in the form Instructions before completing this Part 10.)**

***Applicant's Contact Information***

Provide your daytime telephone number, mobile telephone number (if any), and email address (if any).

1. Applicant's Daytime Telephone Number

2. Applicant Mobile Telephone Number (if any)

3. Applicant's Email Address (if any)

***Applicant's Certification and Signature***

I certify, under penalty of perjury, that I provided or authorized all of the responses and information contained in and submitted with my application, I read and understand or, if interpreted to me in a language in which I am fluent by the interpreter listed in **Part 11.**, understood, all of the responses and information contained in, and submitted with, my application (as explained to me by the interpreter), and that all of the responses and the information are complete, true, and correct. Furthermore, I authorize the release of any information from any and all of my records that USCIS may need to determine my eligibility for an immigration request and to other entities and persons where necessary for the administration and enforcement of U.S. immigration law.

4. Applicant's Signature



Date of Signature (mm/dd/yyyy)

**Part 11. Interpreter's Contact Information, Certification, and Signature (if applicable) (If no interpreter was used, skip to Part 12.)**

**Interpreter's Full Name**

1. Interpreter's Family Name (Last Name)  Interpreter's Given Name (First Name)
2. Interpreter's Business or Organization Name (if any)

**Interpreter's Contact Information**

3. Interpreter's Daytime Telephone Number  4. Interpreter's Mobile Telephone Number (if any)
5. Interpreter's Email Address (if any)

**Interpreter's Certification and Signature**

I certify, under penalty of perjury, that I am fluent in English and , and I have interpreted every question on the application and Instructions and interpreted the applicant's answers to the questions in that language, and the applicant informed me that he or she understood every instruction, question, and answer on the application.

6. Interpreter's Signature  Date of Signature (mm/dd/yyyy)



**Part 12. Contact Information, Certification, and Signature of the Person Preparing this Application, if Other Than the Applicant**

***Preparer's Full Name***


1. Preparer's Family Name (Last Name)  Preparer's Given Name (First Name)
2. Preparer's Business or Organization Name

***Preparer's Contact Information***

3. Preparer's Daytime Telephone Number  4. Preparer's Mobile Telephone Number (if any)
5. Preparer's Email Address (if any)

***Preparer's Certification and Signature***

I certify, under penalty of perjury, that I prepared this application for the applicant at his or her request and with express consent and that all the responses and information contained in and submitted with the application are complete, true, and correct and reflects only information provided by the applicant. The applicant reviewed the responses and information and informed me that he or she understands the responses and information in or submitted with the application.

6. Preparer's Signature  Date of Signature (mm/dd/yyyy)



**Part 13. Additional Information**

If you need extra space to provide any additional information within this application, use the space below. If you need more space than what is provided, make copies of this page to complete and file with this application or attach a separate sheet of paper. Type or print your name and A-Number (if any) at the top of each sheet; indicate the **Page Number**, **Part Number**, and **Item Number** to which the answer refers; and sign and date each sheet.

1.	Family Name (Last Name)	Given Name (First Name)	Middle Name
	MILLANI POTTER	Brenda	N/A

2. A-Number (if any) ▶ A- 

N/A									
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3.	Page Number	Part Number	Item Number
	N/A	N/A	N/A

N/A

4.	Page Number	Part Number	Item Number
	N/A	N/A	N/A

N/A

5.	Page Number	Part Number	Item Number
	N/A	N/A	N/A

N/A

6.	Page Number	Part Number	Item Number
	N/A	N/A	N/A

N/A

7.	Page Number	Part Number	Item Number
	N/A	N/A	N/A

N/A



**KEVIN CHARLES POTTER'S  
SIGNED FORMS**



# Notice of Entry of Appearance as Attorney or Accredited Representative

Department of Homeland Security

DHS  
Form G-28  
OMB No. 1615-0105  
Expires 05/31/2021

## Part 1. Information About Attorney or Accredited Representative

1. USCIS Online Account Number (if any)

▶ 0 0 7 4 9 2 6 2 5 4 3 8

### Name of Attorney or Accredited Representative

2.a. Family Name (Last Name) **HAVERROTH SILVA**

2.b. Given Name (First Name) **Otavio**

2.c. Middle Name **N/A**

### Address of Attorney or Accredited Representative

3.a. Street Number and Name **PO Box 90487**

3.b.  Apt.  Ste.  Flr. **N/A**

3.c. City or Town **San Diego**

3.d. State **CA** 3.e. ZIP Code **92169**  
(USPS ZIP Code Lookup)

3.f. Province **N/A**

3.g. Postal Code **N/A**

3.h. Country **USA**

### Contact Information of Attorney or Accredited Representative

4. Daytime Telephone Number **5102419336**

5. Mobile Telephone Number (if any) **5102419336**

6. Email Address (if any) **otavio@legalhs.com**

7. Fax Number (if any) **N/A**

## Part 2. Eligibility Information for Attorney or Accredited Representative

Select **all applicable** items.

1.a.  I am an attorney eligible to practice law in, and a member in good standing of, the bar of the highest courts of the following states, possessions, territories, commonwealths, or the District of Columbia. If you need extra space to complete this section, use the space provided in **Part 6. Additional Information**.

Licensing Authority

**California**

1.b. Bar Number (if applicable)

**343486**

1.c. I (select **only one** box)  am not  am subject to any order suspending, enjoining, restraining, disbaring, or otherwise restricting me in the practice of law. If you are subject to any orders, use the space provided in **Part 6. Additional Information** to provide an explanation.

1.d. Name of Law Firm or Organization (if applicable)

**HS Law Corp**

2.a.  I am an accredited representative of the following qualified nonprofit religious, charitable, social service, or similar organization established in the United States and recognized by the Department of Justice in accordance with 8 CFR part 1292.

2.b. Name of Recognized Organization

**N/A**

2.c. Date of Accreditation (mm/dd/yyyy)

**N/A**

3.  I am associated with

**N/A**,

the attorney or accredited representative of record who previously filed Form G-28 in this case, and my appearance as an attorney or accredited representative for a limited purpose is at his or her request.

4.a.  I am a law student or law graduate working under the direct supervision of the attorney or accredited representative of record on this form in accordance with the requirements in 8 CFR 292.1(a)(2).

4.b. Name of Law Student or Law Graduate

**N/A**



**Part 3. Notice of Appearance as Attorney or Accredited Representative**

If you need extra space to complete this section, use the space provided in **Part 6. Additional Information**.

This appearance relates to immigration matters before (select **only one** box):

- 1.a.  U.S. Citizenship and Immigration Services (USCIS)
- 1.b. List the form numbers or specific matter in which appearance is entered.
- 2.a.  U.S. Immigration and Customs Enforcement (ICE)
- 2.b. List the specific matter in which appearance is entered.
- 3.a.  U.S. Customs and Border Protection (CBP)
- 3.b. List the specific matter in which appearance is entered.
- 4. Receipt Number (if any)  
▶
- 5. I enter my appearance as an attorney or accredited representative at the request of the (select **only one** box):  
 Applicant     Petitioner     Requestor  
 Beneficiary/Derivative     Respondent (ICE, CBP)

**Information About Client (Applicant, Petitioner, Requestor, Beneficiary or Derivative, Respondent, or Authorized Signatory for an Entity)**

- 6.a. Family Name (Last Name)
- 6.b. Given Name (First Name)
- 6.c. Middle Name
- 7.a. Name of Entity (if applicable)
- 7.b. Title of Authorized Signatory for Entity (if applicable)
- 8. Client's USCIS Online Account Number (if any)  
▶
- 9. Client's Alien Registration Number (A-Number) (if any)  
▶ A-

**Client's Contact Information**

- 10. Daytime Telephone Number
- 11. Mobile Telephone Number (if any)
- 12. Email Address (if any)

**Mailing Address of Client**

**NOTE:** Provide the client's mailing address. **Do not** provide the business mailing address of the attorney or accredited representative **unless** it serves as the safe mailing address on the application or petition being filed with this Form G-28.

- 13.a. Street Number and Name
- 13.b.  Apt.     Ste.     Flr.
- 13.c. City or Town
- 13.d. State     13.e. ZIP Code
- 13.f. Province
- 13.g. Postal Code
- 13.h. Country

**Part 4. Client's Consent to Representation and Signature**

**Consent to Representation and Release of Information**

I have requested the representation of and consented to being represented by the attorney or accredited representative named in **Part 1.** of this form. According to the Privacy Act of 1974 and U.S. Department of Homeland Security (DHS) policy, I also consent to the disclosure to the named attorney or accredited representative of any records pertaining to me that appear in any system of records of USCIS, ICE, or CBP.



**Part 4. Client's Consent to Representation and Signature (continued)**

**Options Regarding Receipt of USCIS Notices and Documents**

USCIS will send notices to both a represented party (the client) and his, her, or its attorney or accredited representative either through mail or electronic delivery. USCIS will send all secure identity documents and Travel Documents to the client's U.S. mailing address.

If you want to have notices and/or secure identity documents sent to your attorney or accredited representative of record rather than to you, please select **all applicable** items below. You may change these elections through written notice to USCIS.


- 1.a.  I request that USCIS send original notices on an application or petition to the business address of my attorney or accredited representative as listed in this form.
- 1.b.  I request that USCIS send any secure identity document (Permanent Resident Card, Employment Authorization Document, or Travel Document) that I receive to the U.S. business address of my attorney or accredited representative (or to a designated military or diplomatic address in a foreign country (if permitted)).

**NOTE:** If your notice contains Form I-94, Arrival-Departure Record, USCIS will send the notice to the U.S. business address of your attorney or accredited representative. If you would rather have your Form I-94 sent directly to you, select **Item Number 1.c.**

- 1.c.  I request that USCIS send my notice containing Form I-94 to me at my U.S. mailing address.

**Signature of Client or Authorized Signatory for an Entity**


2.a. Signature of Client or Authorized Signatory for an Entity

➔ 

2.b. Date of Signature (mm/dd/yyyy)

**Part 5. Signature of Attorney or Accredited Representative**

I have read and understand the regulations and conditions contained in 8 CFR 103.2 and 292 governing appearances and representation before DHS. I declare under penalty of perjury under the laws of the United States that the information I have provided on this form is true and correct.

1. a. Signature of Attorney or Accredited Representative 

1. b. Date of Signature (mm/dd/yyyy)

2. a. Signature of Law Student or Law Graduate

2. b. Date of Signature (mm/dd/yyyy)







# Affidavit of Support Under Section 213A of the INA

Department of Homeland Security  
U.S. Citizenship and Immigration Services

USCIS  
Form I-864  
OMB No. 1615-0075  
Expires 10/31/2027

<b>For USCIS Use Only</b>	<b>Affidavit of Support Submitter</b>	<b>Section 213A Review</b>	<b>Number of Support Affidavits in File</b>
	<input type="checkbox"/> Petitioner <input type="checkbox"/> 1st Joint Sponsor <input type="checkbox"/> 2nd Joint Sponsor <input type="checkbox"/> Substitute Sponsor <input type="checkbox"/> 5% Owner	<input type="checkbox"/> MEETS requirements <input type="checkbox"/> DOES NOT MEET requirements  Reviewed By: _____ Office: _____ Date (mm/dd/yyyy): _____	<input type="checkbox"/> 1 <input type="checkbox"/> 2  <b>Remarks</b>

<b>To be completed by an Attorney or Accredited Representative (if any).</b>	<input checked="" type="checkbox"/> <b>Select this box if Form G-28 or G-28I is attached.</b>	<b>Attorney State Bar Number (if applicable)</b> 343486	<b>Attorney or Accredited Representative USCIS Online Account Number (if any)</b> 0 0 7 4 9 2 6 2 5 4 3 8
--	---	--	--

▶ **START HERE - Type or print in black ink.**

## Part 1. Basis For Filing Affidavit of Support

I am the sponsor submitting this affidavit of support because (Select **only one** box).

1.a.  I am the petitioner. I filed or am filing for the immigration of my relative.

1.b.  I filed an alien worker petition on behalf of the intending immigrant, who is related to me as my

1.c.  I have an ownership interest of at least 5 percent in   
which filed an alien worker petition on behalf of the intending immigrant, who is related to me as my

1.d.  I am the only joint sponsor.

1.e.  I am the  first  second of two joint sponsors.

1.f.  The original petitioner is deceased. I am the substitute sponsor. I am the intending immigrant's

**NOTE: As a sponsor, you must include proof of your U.S. citizenship, U.S. national status, or lawful permanent resident status.**

## Part 2. Information About You (Sponsor)

1. Sponsor's Full Legal Name (**Do not** provide a nickname)

Family Name (Last Name)

POTTER

Given Name (First Name)

Kevin

Middle Name (if applicable)

Charles



**Part 2. Information About You (Sponsor) (continued)**

**2. Sponsor's Current Mailing Address**

In Care Of Name (if any)

Otavio Haverroth Silva

Street Number and Name

PO Box 90487

Apt. Ste. Flr. Number

City or Town

San Diego

State

CA

ZIP Code

92169

Province

Postal Code

Country

USA

**3. Is your current mailing address the same as your physical address?**

Yes  No

If you answered "No" to **Item Number 3**, provide your physical address in **Item Number 4**.

**4. Sponsor's Physical Address (if different from the address above)**

Street Number and Name

1461 Ferguson Way

Apt. Ste. Flr. Number

N/A

City or Town

San Jose

State

CA

ZIP Code

95129

Province

Postal Code

Country

N/A

N/A

USA

**Other Information**

**5. Country of Domicile**

USA

**6. Date of Birth (mm/dd/yyyy)**

09/27/1967

**7. Country of Birth**

USA

**8. U.S. Social Security Number (Required)**

▶ 5 5 0 8 1 2 4 9 6

**9. Immigration Status**

I am a U.S. citizen.

I am a U.S. national.

I am a lawful permanent resident.

**10. Sponsor's A-Number (if any)**

▶ A-N / A

**11. USCIS Online Account Number (if any)**

▶ N / A

Military Service (To be completed by petitioner sponsors only.)

**12. I am currently on active duty in the United States Armed Forces or U.S. Coast Guard.**

Yes  No



**Part 3. Information About the Principal Immigrant**

1. Principal Immigrant's Full Legal Name (**Do not** provide a nickname)

Family Name (Last Name)

MILLANI POTTER

Given Name (First Name)

Brenda

Middle Name (if applicable)

N/A

2. Current Mailing Address

In Care Of Name (if any)

Otavio Haverroth Silva

Street Number and Name

PO Box 90487

Apt. Ste. Flr. Number

City or Town

San Diego

State

CA

ZIP Code

92169

Province

Postal Code

Country

USA

Other Information

3. Country of Citizenship or Nationality

Brazil

4. Date of Birth (mm/dd/yyyy)

03/21/1999

5. Alien Registration Number (A-Number) (if any)

▶ A-N / A

6. USCIS Online Account Number (if any)

▶ N / A

7. Daytime Telephone Number

4085495662

**Part 4. Information About the Immigrants You Are Sponsoring**

1. I am sponsoring the principal immigrant named in **Part 3**.

Yes  No, I am sponsoring family members in **Part 4**, as the second joint sponsor or I am sponsoring family members who are immigrating more than six months after the principal immigrant.

2.  I am sponsoring the following family members immigrating at the same time or within six months of the principal immigrant named in **Part 3**. (List family members in **Item Numbers 4. - 7**. Do not include any relative listed on a separate visa petition.)

3.  I am sponsoring the following family members who are immigrating more than six months after the principal immigrant. (List family members in **Item Numbers 4. - 7**.)

4. **Family Member 1**

Family Name (Last Name)

N/A

Given Name (First Name)

N/A

Middle Name (if applicable)

N/A

Relationship to Principal Immigrant

N/A

Date of Birth (mm/dd/yyyy)

N/A

Alien Registration Number (A-Number, if any)

▶ N/A

USCIS Online Account Number (if any)

▶ N/A



**Part 4. Information About the Immigrants You Are Sponsoring (continued)**

**5. Family Member 2**

Family Name (Last Name)	Given Name (First Name)	Middle Name (if applicable)
N/A	N/A	N/A
Relationship to Principal Immigrant	Date of Birth (mm/dd/yyyy)	Alien Registration Number (A-Number, if any)
N/A	N/A	N/A
USCIS Online Account Number (if any)		
▶ N/A		

**6. Family Member 3**

Family Name (Last Name)	Given Name (First Name)	Middle Name (if applicable)
N/A	N/A	N/A
Relationship to Principal Immigrant	Date of Birth (mm/dd/yyyy)	Alien Registration Number (A-Number, if any)
N/A	N/A	N/A
USCIS Online Account Number (if any)		
▶ N/A		

**7. Family Member 4**

Family Name (Last Name)	Given Name (First Name)	Middle Name (if applicable)
N/A	N/A	N/A
Relationship to Principal Immigrant	Date of Birth (mm/dd/yyyy)	Alien Registration Number (A-Number, if any)
N/A	N/A	N/A
USCIS Online Account Number (if any)		
▶ N/A		

If you need additional space, use the space provided in **Part 11. Additional Information.**



<b>For USCIS Use Only</b>	
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**Part 5. Sponsor's Household Size**

**NOTE: Do not count any member of your household more than once.**

**Persons you are sponsoring in this affidavit:**

1. Enter the total number of immigrants you are sponsoring on this affidavit which includes the principal immigrant listed in **Part 3.**, any immigrants listed in **Part 4., Item Numbers 4. - 7.** and, any additional sponsored immigrants you listed in **Part 11. Additional Information.** Do not count the principal immigrant if you are only sponsoring family members entering more than six months after the principal immigrant. 1

**Persons NOT sponsored in this affidavit:**

2. Yourself. 1
3. If you are currently married, enter "1" for your spouse. (**NOTE:** Enter "0" if you already counted your spouse in **Item Number 1.**) N/A
4. If you have dependent children, enter the number here. (**NOTE:** Enter "0" if you already counted your dependent children in **Item Number 1.**) N/A
5. If you have any other dependents, enter the number here. (**NOTE:** Enter "0" if you already counted your other dependents in **Item Number 1.**) N/A
6. If you have sponsored any other persons on Form I-864 or Form I-864EZ who are now lawful permanent residents and you are still obligated to support, enter the number here. (**NOTE:** Enter "0" if you already counted these persons in **Item Number 1.**) N/A
7. If you have siblings, parents, or adult children with the same principal residence who are combining their income with yours by submitting Form I-864A, enter the number here. (**NOTE:** Enter "0" if you already counted these persons in **Item Number 1.**) N/A
8. Add together **Part 5., Item Numbers 1. - 7.** and enter the number here.

**Household Size:** 2

**Part 6. Sponsor's Employment and Income**

I am currently:

1.  Employed as a/an Supply Chain Manager
2. Name of Employer 1 Flex
3. Name of Employer 2 (if applicable) N/A
4.  Self-Employed as a/an (Occupation) N/A
5.  Retired Since (mm/dd/yyyy) N/A
6.  Unemployed Since (mm/dd/yyyy) N/A
7. My current individual annual income is: \$ 121,025.00

**Income you are using from any other person who was counted in your household size, including, in certain conditions, the intending immigrant. (See Form I-864 Instructions.) Please indicate name, relationship, and income.**



**Part 6. Sponsor's Employment and Income (continued)**

**8. Person 1**

Name <input type="text" value="N/A"/>	Relationship <input type="text" value="N/A"/>
--	--

Current Income \$

**9. Person 2**

Name <input type="text" value="N/A"/>	Relationship <input type="text" value="N/A"/>
--	--

Current Income \$

**10. Person 3**

Name <input type="text" value="N/A"/>	Relationship <input type="text" value="N/A"/>
--	--

Current Income \$

**11. Person 4**

Name <input type="text" value="N/A"/>	Relationship <input type="text" value="N/A"/>
--	--

Current Income \$

If you need additional space, use the space provided in **Part 11. Additional Information**

**Remarks**

**12. My Current Annual Household Income** (Total all lines from **Part 6. Item Numbers 7. - 11.**; the total will be compared to Federal Poverty Guidelines on Form I-864P.) \$

**13.**  The people listed in **Item Numbers 8. - 11.** have completed Form I-864A. I am filing along with this affidavit all necessary Form I-864As completed by these people.

**14.**  One or more of the people listed in **Item Numbers 8. - 11.** do not need to complete Form I-864A because he or she is the intending immigrant and has no accompanying dependents.

**Federal Tax Return Information**

**15.** Have you filed a Federal income tax return for each of the three most recent tax years?  Yes  No

**NOTE:** You **MUST** attach a photocopy or transcript of your Federal income tax return for only the most recent tax year and complete **Item Number 16.a.** If you believe additional returns may help you to establish your ability to maintain sufficient income, you may submit transcripts or photocopies of your Federal individual income tax returns for the three most recent years and complete **Item Numbers 16.a. - 16.c.**

Type or print the most recent tax year and your total income for that most recent tax year. If the amount was zero, type or print "zero" or if you were not required to file a Federal income tax return type or print "N/A" for not applicable. Type or print "N/A" for not applicable for **Item Numbers 16.b. - 16.c.** if you do are not submitting any additional tax returns.



<b>For USCIS Use Only</b>	
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**Part 6. Sponsor's Employment and Income (continued)**

My total income (adjusted gross income on IRS Form 1040EZ) as reported on my Federal income tax returns for the most recent year was:

	Tax Year		Total Income
<b>16.a.</b> Most Recent	2025	\$	130,658.00
<b>16.b.</b> 2nd Most Recent	2024	\$	111,916.00
<b>16.c.</b> 3rd Most Recent	2023	\$	111,127.00

17.  I was not required to file a Federal income tax return as my income was below the IRS required level and I have attached evidence to support this.

For USCIS Use Only	Household Size	Poverty Guideline	Sponsor's Household Income <small>(Page 5, Line 10)</small>	Remarks
	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> Other _____	Year: <u>20</u>  Poverty Line: \$ _____	\$ _____  <i>The total value of all assets, line 10, must equal 5 times (3 times for spouses and children of USC's, or 1 time for orphans to be formally adopted in the U.S.) the difference between the poverty guidelines and the sponsor's household income, line 10.</i>	

**Part 7. Use of Assets to Supplement Income (if Applicable)**

If your income, or the total income for you and your household, from **Part 6., Item Numbers 12.** or **16.** exceeds the Federal Poverty Guidelines for your household size, **YOU ARE NOT REQUIRED** to complete this **Part 7.** Skip to **Part 8.**

**Your Assets (if applicable)**

1. Enter the balance of all cash, savings, and checking accounts. \$
2. Enter the net cash value of real-estate holdings. (Net value means assessed value minus mortgage debt.) \$
3. Enter the net cash value of all stocks, bonds, certificates of deposit, and any other assets not already included in **Item Number 1.** or **Item Number 2.** \$
4. Add together **Item Numbers 1. - 3.** and enter the number here. \$

**Assets of your household members (if applicable)**

Your household members who are combining their income with yours, report their assets on Form I-864A **Part 4.,** in **Item Number 6.**

5. Add together the household members' assets reported on all the Form I-864A **Part 4., Item Number 6.** and enter the number here. **TOTAL:** \$



**Part 7. Use of Assets to Supplement Income (if Applicable) (continued)**

**Assets of the principal sponsored immigrant (if applicable).**

The principal sponsored immigrant is the person listed in **Part 3, Item Number 1**. Only include the assets if the principal immigrant is being sponsored by this affidavit of support.

- 6. Enter the balance of the principal immigrant's savings and checking accounts. \$
- 7. Enter the net cash value of all the principal immigrant's real estate holdings. (Net value means investment value minus mortgage debt.) \$
- 8. Enter the current cash value of the principal immigrant's stocks, bonds, certificates of deposit, and other assets not included in **Item Number 6**, or **Item Number 7**. \$
- 9. Add together **Item Numbers 6 - 8**, and enter the number here. \$

**Total Value of Assets**

- 10. Add together **Item Numbers 4, 5, and 9**, and enter the number here. **TOTAL:** \$

**Part 8. Sponsor's Contract, Contact Information, Certification, and Signature**

**NOTE:** Read the **Penalties** section of the Form I-864 Instructions before completing this part.

***Sponsor's Contract***

Please note that, by signing this Form I-864, you agree to assume certain specific obligations under the Immigration and Nationality Act (INA) and other Federal laws. The following paragraphs describe those obligations. Please read the following information carefully before you sign Form I-864. If you do not understand the obligations, you may wish to consult an attorney or accredited representative.

**What is the Legal Effect of My Signing Form I-864?**

If you sign Form I-864 on behalf of any person (called the intending immigrant) who is applying for an immigrant visa or for adjustment of status to a lawful permanent resident, and that intending immigrant submits Form I-864 to the U.S. Government with his or her application for an immigrant visa or adjustment of status, under INA section 213A, these actions create a contract between you and the U.S. Government. The intending immigrant becoming a lawful permanent resident is the consideration for the contract.

Under this contract, you agree that, in deciding whether the intending immigrant can establish that he or she is not inadmissible to the United States as a person likely to become a public charge, the U.S. Government can consider your income and assets as available for the support of the intending immigrant.

**What If I Choose Not to Sign Form I-864?**

The U.S. Government cannot make you sign Form I-864 if you do not want to do so. But if you do not sign Form I-864, the intending immigrant may not become a lawful permanent resident in the United States.

**What Does Signing Form I-864 Require Me To Do?**

If an intending immigrant becomes a lawful permanent resident in the United States based on a Form I-864 that you have signed, then, until your obligations under Form I-864 terminate, you must:

- A. Provide the intending immigrant any support necessary to maintain him or her at an income that is at least 125 percent of the Federal Poverty Guidelines for his or her household size (100 percent if you are the petitioning sponsor and are on active duty in the U.S. Armed Forces or U.S. Coast Guard, and the person is your husband, wife, or unmarried child under 21 years of age); and
- B. Notify U.S. Citizenship and Immigration Services (USCIS) of any change in your address, within 30 days of the change, by filing Form I-865.



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**Part 8. Sponsor's Contract, Contact Information, Certification, and Signature (continued)**

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**What Other Consequences Are There?**

If an intending immigrant becomes a lawful permanent resident in the United States based on a Form I-864 that you have signed, then, until your obligations under Form I-864 terminate, the U.S. Government may consider (deem) your income and assets as available to that person, in determining whether he or she is eligible for certain Federal means-tested public benefits and also for state or local means-tested public benefits, if the state or local government's rules provide for consideration (deeming) of your income and assets as available to the person.

This provision does **not** apply to public benefits specified in section 403(c) of the Welfare Reform Act such as emergency Medicaid, short-term, non-cash emergency relief; services provided under the National School Lunch and Child Nutrition Acts; immunizations and testing and treatment for communicable diseases; and means-tested programs under the Elementary and Secondary Education Act.

**What If I Do Not Fulfill My Obligations?**

If you do not provide sufficient support to the person who becomes a lawful permanent resident based on a Form I-864 that you signed, that person may sue you for this support.

If a Federal, state, local, or private agency provided any covered means-tested public benefit to the person who becomes a lawful permanent resident based on a Form I-864 that you signed, the agency may ask you to reimburse them for the amount of the benefits they provided. If you do not make the reimbursement, the agency may sue you for the amount that the agency believes you owe.

If you are sued, and the court enters a judgment against you, the person or agency that sued you may use any legally permitted procedures for enforcing or collecting the judgment. You may also be required to pay the costs of collection, including attorney fees.

If you do not file a properly completed Form I-865 within 30 days of any change of address, USCIS may impose a civil fine for your failing to do so.

**When Will These Obligations End?**

Your obligations under a Form I-864 that you signed will end if the person who becomes a lawful permanent resident based on that affidavit:

- A. Becomes a U.S. citizen;
- B. Has worked, or can receive credit for, 40 quarters of coverage under the Social Security Act;
- C. No longer has lawful permanent resident status and has departed the United States;
- D. Is subject to removal, but applies for and obtains, in removal proceedings, a new grant of adjustment of status, based on a new affidavit of support, if one is required; or
- E. Dies.

**NOTE:** Divorce **does not** terminate your obligations under Form I-864.

Your obligations under a Form I-864 that you signed also end if you die. Therefore, if you die, your estate is not required to take responsibility for the person's support after your death. However, your estate may owe any support that you accumulated before you died.

**NOTE:** Select the box for either **Item A.** or **B.** in **Item Number 1.** If applicable, select the box for **Item Number 2.**



**Part 8. Sponsor's Contract, Contact Information, Certification, and Signature (continued)**

**Sponsor's Statement**

1. Sponsor's Statement Regarding the Interpreter
- A.  I can read and understand English, and I have read and understand every question and instruction on this affidavit and my answer to every question.
- B.  The interpreter named in **Part 9**, read to me every question and instruction on this affidavit and my answer to every question in , a language in which I am fluent, and I understood everything.
2.  At my request, the preparer named in **Part 10**, , prepared this affidavit for me based only upon information I provided or authorized.

**Sponsor's Contact Information**

3. Sponsor's Daytime Telephone Number
4. Sponsor's Mobile Telephone Number (if any)
5. Sponsor's Email Address (if any)

**Sponsor's Declaration and Certification**

Copies of any documents I have submitted are exact photocopies of unaltered, original documents, and I understand that USCIS or the U.S. Department of State (DOS) may require that I submit original documents to USCIS or DOS at a later date. Furthermore, I authorize the release of any information from any of my records that USCIS or DOS may need to determine my eligibility for the immigration benefit I seek.

I furthermore authorize release of information contained in this affidavit, in supporting documents, and in my USCIS or DOS records to other entities and persons where necessary for the administration and enforcement of U.S. immigration law.

I certify, under penalty of perjury, that all of the information in my affidavit and any document submitted with it were provided or authorized by me, that I reviewed and understand all of the information contained in, and submitted with, my affidavit, and that all of this information is complete, true, and correct.

- A. I know the contents of this affidavit of support that I signed;
- B. I have read and I understand each of the obligations described in **Part 8**., and I agree, freely and without any mental reservation or purpose of evasion, to accept each of those obligations in order to make it possible for the immigrant indicated in **Part 3**. to become a lawful permanent resident of the United States;
- C. I agree to submit to the personal jurisdiction of any Federal or state court that has subject matter jurisdiction of a lawsuit against me to enforce my obligations under this Form I-864EZ;
- D. Each of the Federal income tax returns submitted in support of this affidavit are true copies, or are unaltered tax transcripts, of the tax returns I filed with the IRS;
- E. I understand that, if I am related to the sponsored immigrant by marriage, the termination of the marriage (by divorce, dissolution, annulment, or other legal process) will not relieve me of my obligations under this Form I-864EZ; and
- F. I authorize the Social Security Administration to release information about me in its records to the USCIS and DOS.

**Sponsor's Signature**

6. Sponsor's Signature  Date of Signature (mm/dd/yyyy)

**NOTE TO ALL SPONSORS:** If you do not completely fill out this affidavit or fail to submit required documents listed in the Instructions, USCIS or DOS may deny your request.



**Part 9. Interpreter's Contact Information, Certification, and Signature**

**Interpreter's Full Name**

- 1. Interpreter's Family Name (Last Name)  Interpreter's Given Name (First Name)
- 2. Interpreter's Business or Organization Name

**Interpreter's Contact Information**

- 3. Interpreter's Daytime Telephone Number
- 4. Interpreter's Mobile Telephone Number (if any)
- 5. Interpreter's Email Address (if any)

**Interpreter's Certification and Signature**

I certify, under penalty of perjury, that: that I am fluent in English and , and I have interpreted every question on the affidavit and Instructions and interpreted the sponsor's answers to the questions in that language, and the sponsor informed me that they understood every instruction, question, and answer on the affidavit.

- 6. Interpreter's Signature  Date of Signature (mm/dd/yyyy)

**Part 10. Contact Information, Declaration, and Signature of the Person Preparing this Affidavit, if Other Than the Sponsor**

**Preparer's Full Name**

- 1. Preparer's Family Name (Last Name)  Preparer's Given Name (First Name)
- 2. Preparer's Business or Organization Name

**Preparer's Contact Information**

- 3. Preparer's Daytime Telephone Number
- 4. Preparer's Mobile Telephone Number (if any)
- 5. Preparer's Email Address (if any)

**Preparer's Certification and Signature**

I certify, under penalty of perjury, that I prepared this affidavit for the sponsor at their request and with express consent and that all of the responses and information contained in and submitted with the affidavit are complete, true, and correct and reflects only information provided by the sponsor. The sponsor reviewed the responses and information and informed me that they understand the responses and information in or submitted with the affidavit.

- 6. Preparer's Signature  Date of Signature (mm/dd/yyyy)



**Part 11. Additional Information**

If you need extra space to provide any additional information within this contract, use the space below. If you need more space than what is provided, you may make copies of this page to complete and file with this contract or attach a separate sheet of paper. Type or print your name and A-Number (if any) at the top of each sheet; indicate the **Page Number**, **Part Number**, and **Item Number** to which your answer refers; and sign and date each sheet.

1. Family Name (Last Name)                      Given Name (First Name)                      Middle Name (if applicable)

<b>POTTER</b>	<b>Kevin</b>	<b>Charles</b>
---------------	--------------	----------------

2. A-Number (if any) ▶ A- 

<b>N</b>	<b>/</b>	<b>A</b>							
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3. Page Number      Part Number      Item Number

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N/A  
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4. Page Number      Part Number      Item Number

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5. Page Number      Part Number      Item Number

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6. Page Number      Part Number      Item Number

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N/A  
N/A  
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# Exhibit list

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## **Exhibit 1 - Christopher Alan Potter's Identification Documents**

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Christopher Alan Potter's Birth Certificate 2

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2023

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**Exhibit 1 -  
Christopher Alan  
Potter's Identification  
Documents**



CERTIFICATION OF VITAL RECORD

COUNTY OF RIVERSIDE

RIVERSIDE, CALIFORNIA

CERTIFICATE OF LIVE BIRTH  
STATE OF CALIFORNIA  
USE BLACK INK ONLY

19633006758

STATE FILE NUMBER

LOCAL REGISTRATION DISTRICT AND CERTIFICATE NUMBER

THIS CHILD	1A. NAME OF CHILD --- FIRST (GIVEN) <b>CHRISTOPHER</b>			1B. MIDDLE <b>ALAN</b>	1C. LAST (FAMILY) <b>POTTER</b>	
	2. SEX <b>MALE</b>	3A. THIS BIRTH, SINGLE, TWIN, ETC. <b>SINGLE</b>	3B. IF MULTIPLE, THIS CHILD 1ST, 2ND, ETC. -	4A. DATE OF BIRTH --- MM/DD/CCYY <b>04/21/1996</b>		4B. HOUR --- (24 HOUR CLOCK TIME) <b>1413</b>
PLACE OF BIRTH	5A. PLACE OF BIRTH --- NAME OF HOSPITAL OR FACILITY <b>RIVERSIDE COMMUNITY HOSPITAL</b>			5D. STREET ADDRESS --- STREET, NUMBER, OR LOCATION <b>4445 MAGNOLIA AVE.</b>		
	5C. CITY <b>RIVERSIDE</b>			5E. COUNTY <b>RIVERSIDE</b>		5E. PLANNED PLACE OF BIRTH <b>HOSPITAL</b>
FATHER OF CHILD	6A. NAME OF FATHER --- FIRST (GIVEN) <b>KEVIN</b>		6B. MIDDLE <b>CHARLES</b>	6C. LAST (FAMILY) <b>POTTER</b>		7. STATE OF BIRTH <b>AZ</b>
MOTHER OF CHILD	9A. NAME OF MOTHER --- FIRST (GIVEN) <b>ANA</b>		9B. MIDDLE <b>CRISTINA</b>	9C. LAST (MAIDEN) <b>FERNANDES DIAZ</b>		10. STATE OF BIRTH <b>BRAZIL</b>
PARENT'S CERTIFICATION	12A. PARENT OR OTHER INFORMANT --- SIGNATURE <i>Ana Potter</i>			12B. RELATIONSHIP TO CHILD <b>MOTHER</b>		12C. DATE SIGNED <b>04/24/96</b>
	13A. ATTENDANT OR CERTIFIER --- SIGNATURE --- DEGREE OR TITLE <i>John M Lyons</i>			13B. LICENSE NUMBER <b>A38565</b>		13C. DATE SIGNED <b>5-2-96</b>
CERTIFICATION OF BIRTH	13D. TYPED NAME, TITLE AND MAILING ADDRESS OF ATTENDANT <b>JOHN M LYONS, MD, 3838 SHERMAN DR, RIVERSIDE</b>					14. TYPED NAME AND TITLE OF CERTIFIER IF OTHER THAN ATTENDANT
LOCAL REGISTRAR	15A. DATE OF DEATH	15B. STATE FILE NO. (STATE USE ONLY)	16. LOCAL REGISTRAR --- SIGNATURE <i>Herbert A Giese Jr. M.D. MPH</i>			17. DATE ACCEPTED FOR REGISTRATION: <b>05/10/1996</b>

658254

CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA }  
COUNTY OF RIVERSIDE } SS

DATE ISSUED 10/10/1996

This is a true and exact reproduction of the document officially registered and placed on file in the office of County of Riverside, Department of Health.

*Herbert A. Giese Jr. M.D. MPH.*  
Herbert A. Giese Jr., M.D. M.P.H.  
Local Registrar  
RIVERSIDE COUNTY, CALIFORNIA

This copy not valid unless prepared on engraved border 2 ying seal and signature of Registrar.



**Exhibit 2 - Brenda  
Millani Potter's  
Identification  
Documents**

Este passaporte contém 32 páginas numeradas.

Ce passeport contient 32 pages numérotées.

This passport contains 32 numbered pages.

Este pasaporte contiene 32 páginas numeradas.

Roga-se às autoridades estrangeiras que prestem ao titular deste passaporte auxílio e assistência em caso de necessidade.

Les autorités des Etats étrangers sont priées de bien vouloir prêter au titulaire de ce passeport aide et assistance au besoin.

Foreign authorities are requested to afford the bearer such assistance and protection as may be necessary.

Se ruega a las autoridades extranjeras que presten al titular de este pasaporte auxilio y asistencia en caso de necesidad.

Este passaporte é válido para todos os países com os quais o Brasil mantém relações diplomáticas.

Ce passeport est valable dans tous les pays avec lesquels le Brésil maintient des relations diplomatiques.

This passport is valid for all countries with which Brazil maintains diplomatic relations.

Este pasaporte es válido para todos los países con los que Brasil mantiene relaciones diplomáticas.



Este documento pertence à

Ce document appartient à la

This document is the property of the

Este documento pertenece a la

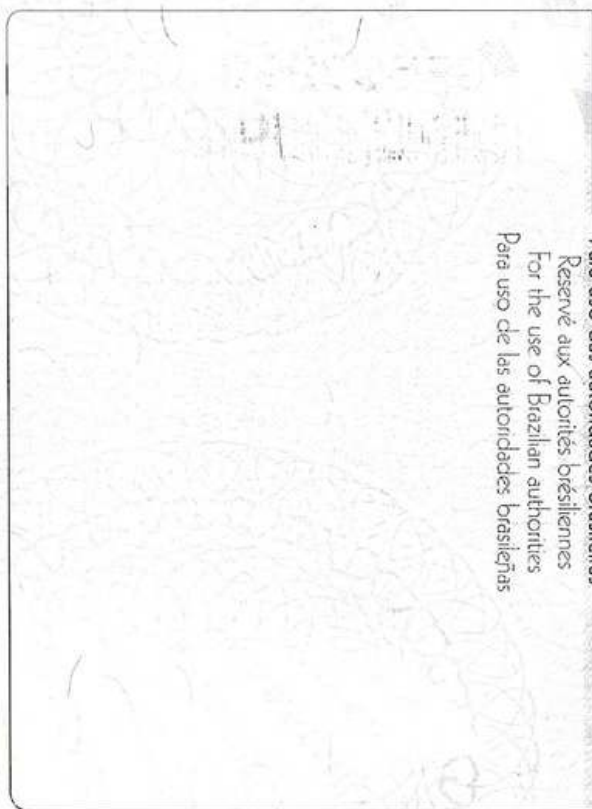
REPÚBLICA FEDERATIVA DO BRASIL

PASSAPORTE  
PASSEPORT  
PASSPORT  
PASAPORTE





99020270



Para uso das autoridades brasileiras  
Reservé aux autorités brésiliennes  
For the use of Brazilian authorities  
Para uso de las autoridades brasileñas



99563900

#### INFORMAÇÕES PARA O TITULAR

Este passaporte é propriedade da República Federativa do Brasil e qualquer tentativa de adulteração o tornará inválido.

O extravio – perda, roubo ou destruição – do passaporte constitui fato grave e deve ser comunicado imediatamente à autoridade policial e à Embaixada ou ao Consulado do Brasil, conforme o caso. Para isso, recomenda-se que o titular copie as informações da página 2. Se o passaporte for entregue a pessoa ou serviço que não pertença ao Governo Brasileiro (por exemplo, para obtenção de visto, compra de passagem, etc.) e não for restituído, o titular deve considerá-lo como extraviado. A concessão de novo passaporte em substituição ao extraviado depende de investigação.

Apenas o titular do passaporte poderá usá-lo. A utilização fraudulenta ou a cessão a outra pessoa constituem crimes, pela lei brasileira. Para ressaltar sua responsabilidade, o titular deve assinar seu passaporte, no local previsto na página 3, imediatamente após recebê-lo. Este passaporte só é válido com a assinatura do titular, salvo em caso de incapacidade.

É recomendável que o brasileiro residente no exterior ou de passagem por região conturbada, matricule-se na Embaixada ou no Consulado do Brasil mais próximo. Impossibilitado de comparecer pessoalmente, poderá comunicar-se por outro meio, fornecendo nome completo, endereço e número do passaporte.

O brasileiro que viaje por áreas conturbadas deve ter presente que a assistência do Governo Brasileiro poderá ser limitada e dependerá das autoridades locais. A contratação de seguro de viagem poderá trazer tranquilidade ao viajante e a seus familiares.

É responsabilidade do titular verificar, antes da viagem, a validade do passaporte e a necessidade de visto. O titular poderá solicitar a substituição do passaporte mesmo antes do vencimento, em vista de que muitos países exigem prazo mínimo de validade.

O menor de idade, não emancipado, viajando desacompanhado de qualquer um dos pais, ou responsável legal, só poderá sair do Brasil munido da autorização pertinente prevista em lei.

O cidadão brasileiro que tenha outra nacionalidade deve ter em conta que a assistência consular brasileira no país de que também é nacional poderá ser consideravelmente limitada.

Consulte / Consulte / Consulte / Consulte  
www.postalconsular.mre.gov.br ou www.pf.gov.br



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VISTOS  VISAS

VISTOS  VISAS



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VISTOS  VISAS

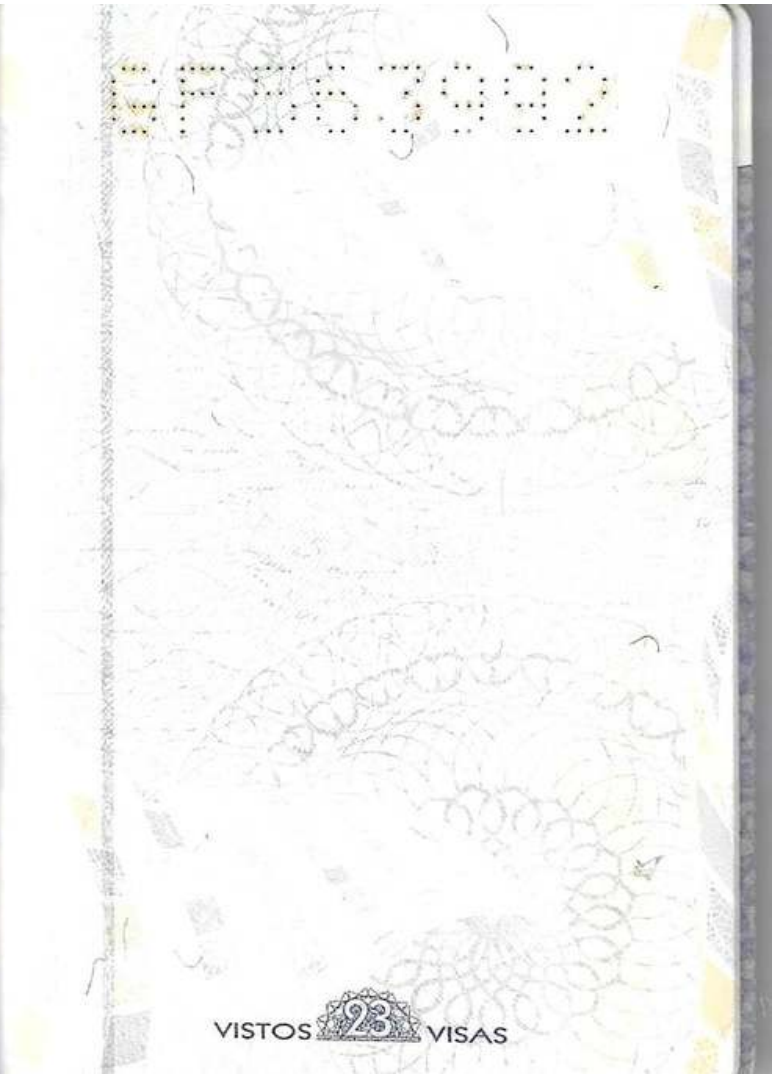
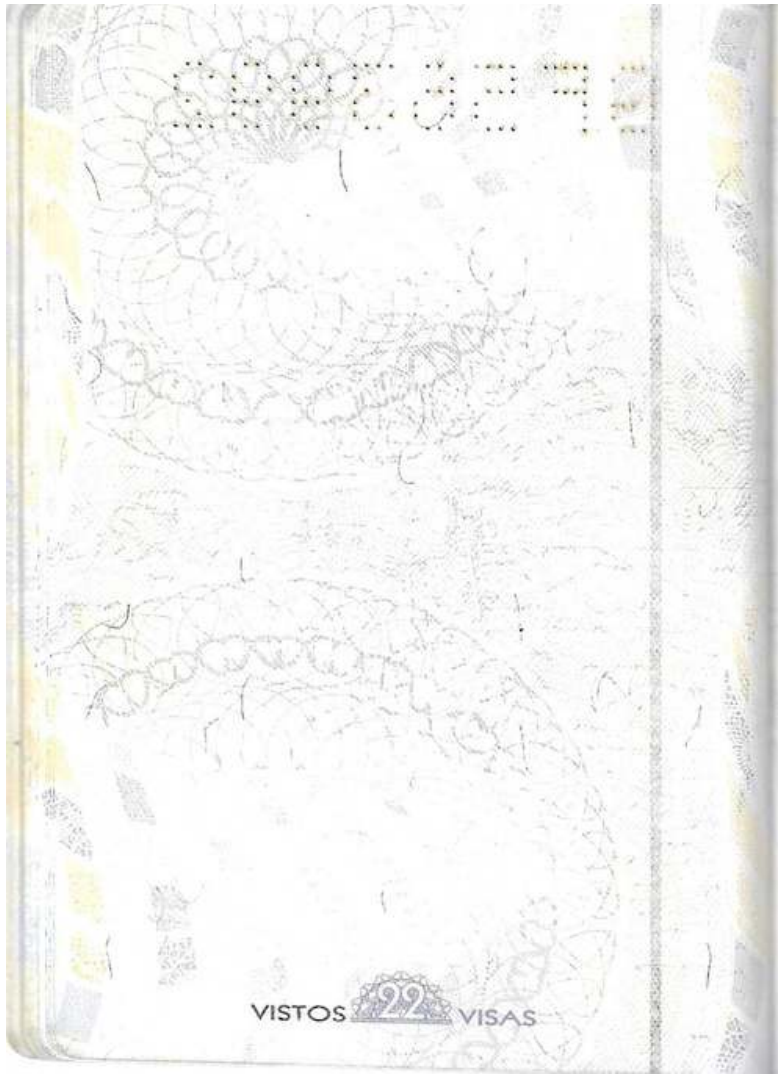
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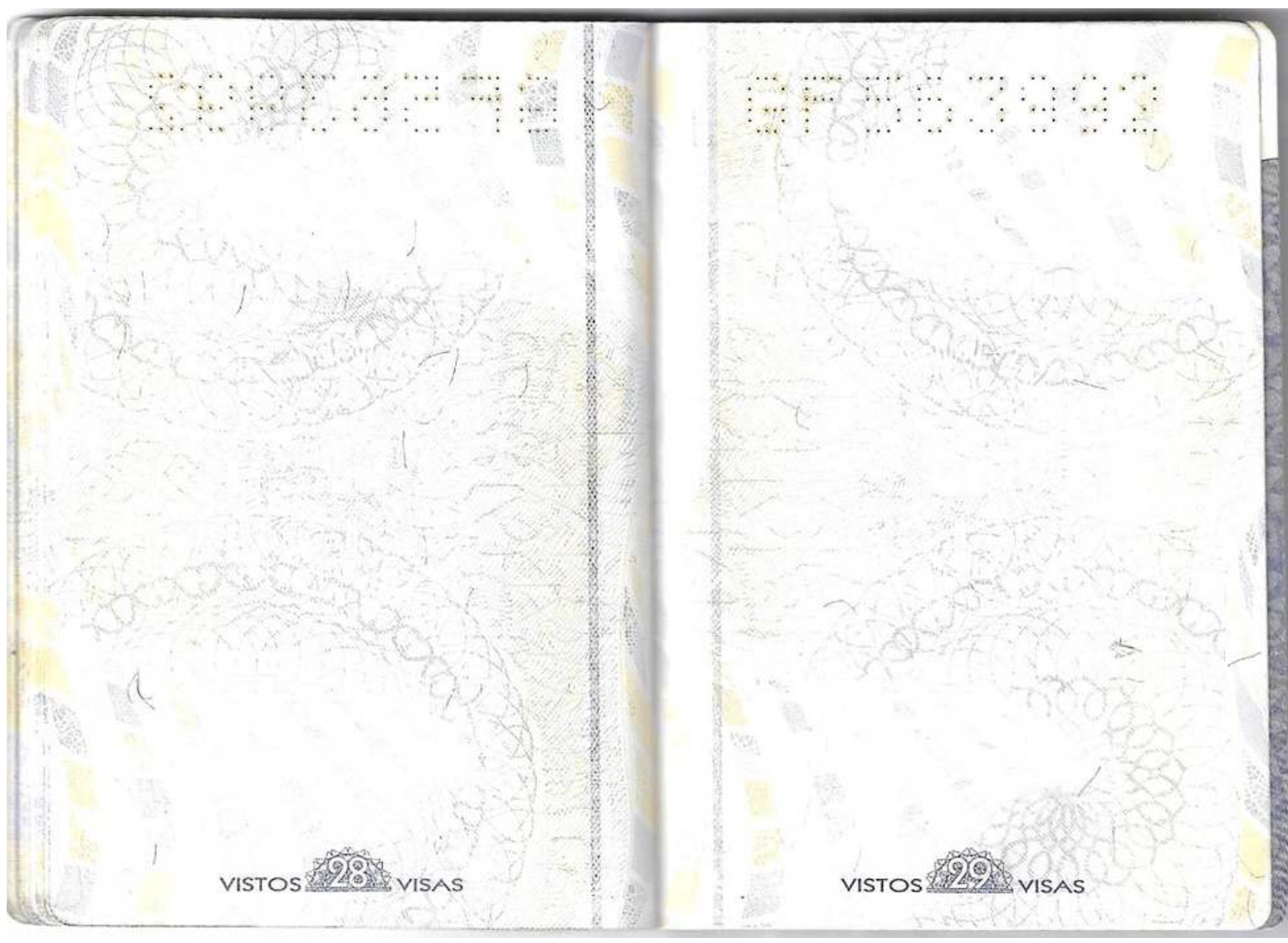
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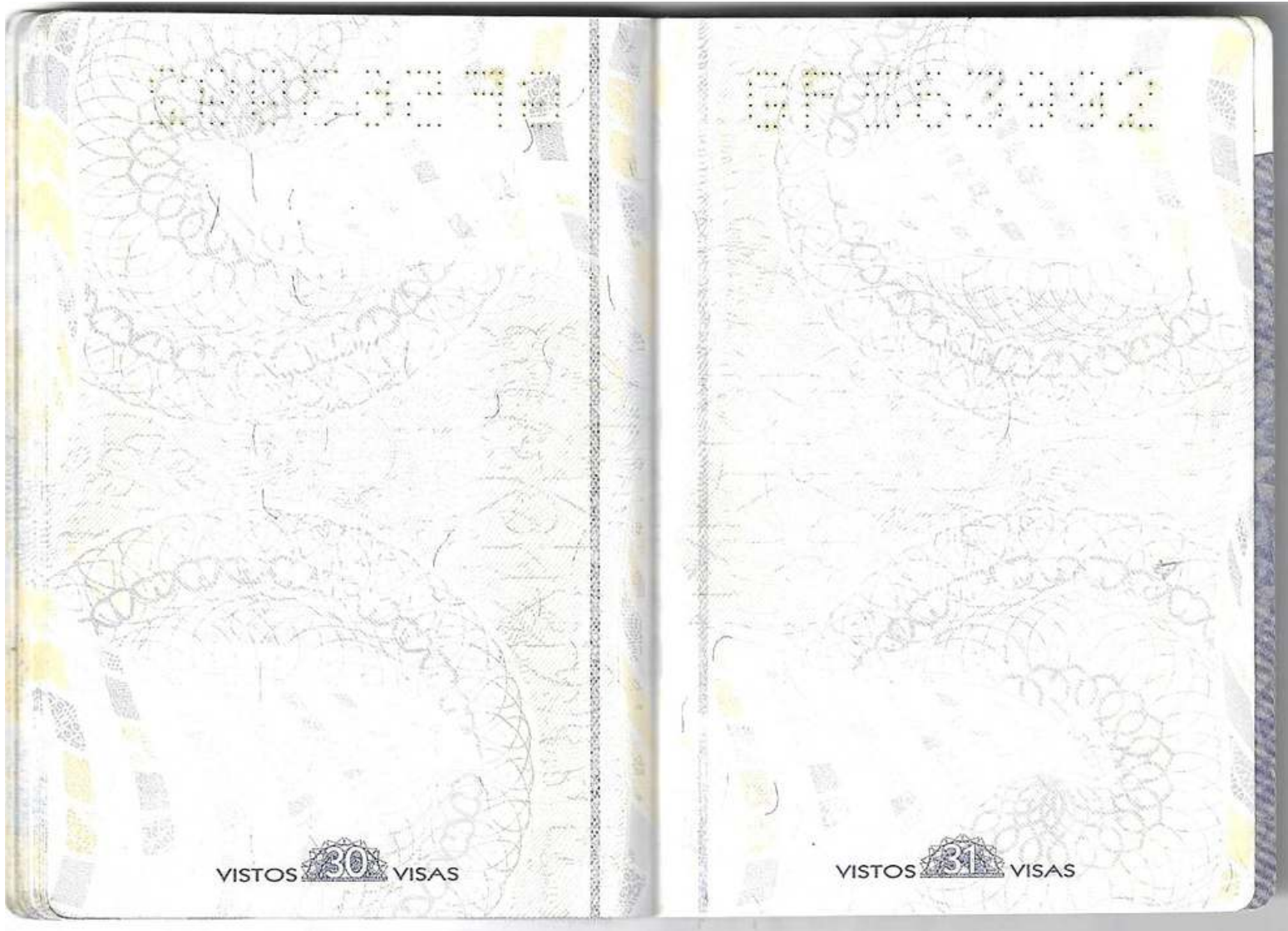
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VISTOS  VISAS

VISTOS  VISAS





39

Os campos abaixo devem ser preenchidos pelo titular.  
Aconselha-se usar lápis preto para possibilitar a atualização dos dados.

ENDEREÇO DO TITULAR / ADRESSE DU TITULAIRE  
BEARER'S ADDRESS / DIRECCION DEL TITULAR

Endereço / Address: _____
Cidade / City: _____
Estado / State: _____
País / Country: _____
Telefone / Phone: _____

Em caso de acidente, avisar a Embaixada ou o Consulado do Brasil mais próximo e a pessoa abaixo indicada:

En cas d'accident, contacter l'Ambassade ou le Consulat du Brésil le plus proche ainsi que la personne indiquée ci-dessous:

In case of accident, notify the nearest Brazilian Embassy or Consulate and the individual named below:

En caso de accidente, contactar con la Embajada o el Consulado de Brasil más próximo y la persona indicada abajo:

Nome / Name: _____
Endereço / Address: _____
Cidade / City: _____
Estado / State: _____
País / Country: _____
Telefone / Phone: _____



39

Este passaporte contém um dispositivo eletrônico e elementos de segurança sensíveis.

Não mostre, emprete ou exponha este documento a temperaturas elevadas, umidade e vibrações, campos eletromagnéticos intensos ou substâncias químicas.

Quando emprete e não cumprires normas estabelecidas a um passaporte, tenha com este documento as mesmas precauções que tens com qualquer outro dispositivo eletrônico portátil, incluindo que de não ficar úmido, dobrado ou amassado. Alguns podem afetar adversamente a operação do chip e reduzir sua utilidade para o titular e para o controle de fronteira.

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Símbolo Internacional do  
Passaporte Eletrônico



CHES DA MOCIDA DO BRASIL





FEDERATIVE REPUBLIC OF BRAZIL  
CIVIL REGISTRY OF NATURAL PERSONS

**BIRTH CERTIFICATE**

NAME

**BRENDA DE OLIVEIRA MILLANI**

CPF

**322.459.508-60**

REGISTRATION

**115147 01 55 1999 1 00038 203 0002953 97**

DATE OF BIRTH (IN FULL)

DAY

MONTH

YEAR

**MARCH TWENTY-FIRST, NINETEEN NINETY-NINE**

**21**

**03**

**1999**

TIME OF BIRTH

CITY OF BIRTH

**12:15 PM**

**SÃO PAULO/SÃO PAULO**

CITY OF REGISTRATION AND STATE

PLACE, CITY OF BIRTH AND STATE

SEX

**SÃO PAULO - SÃO PAULO**

**SÃO PAULO HOSPITAL - SÃO PAULO**

**FEMALE**

FILIATION

**JOÃO CARLOS MILLANI, BORN IN SÃO PAULO/SÃO PAULO \*\*\***

**ENYSE DE OLIVEIRA MILLANI, BORN IN SÃO PAULO/SÃO PAULO \*\*\***

GRANDPARENTS

**MATERNAL: ENIS DE OLIVEIRA - AND - MAECYRA MILLEN DE OLIVEIRA \*\*\***

**PATERNAL: JOÃO MILLANI - AND - MARIA NAIR MILLANI \*\*\***

TWIN

NAME AND REGISTRATION NUMBER OF TWINS

**NO**

DATE OF REGISTRATION (IN FULL)

LIVE BIRTH REGISTRATION NUMBER

**MARCH TWENTY-FIFTH, NINETEEN NINETY-NINE**

**NO RECORD**

NOTES/ ANNOTATIONS TO BE ADDED

**RECORD ENTERED IN BOOK A-0038, PAGE 203-F, ENTRY NO. 000002953. THE REGISTERED WAS BORN AT SANTA JOANA HOSPITAL AND MATERNITY, IN THIS CAPITAL. THIS CERTIFICATE INCLUDES MARGINAL ANNOTATION ELEMENTS TO THE RECORD: ANNOTATION: IN ACCORDANCE WITH CNJ PROVISION NO. 63/2017, I HEREBY RECORD THE INDIVIDUAL TAXPAYER REGISTRY (CPF) OF THE REGISTERED NO. 322.459.508-60. SÃO PAULO, 10/17/2022. I, FERNANDA D. BAEZ, AUTHORIZED CLERK, WROTE IT. EXEMPT FROM FEES AND CHARGES. NOTHING FURTHER IS REQUIRED FOR ME TO CERTIFY. \*\*\***

REGISTRATION NOTES

**NO RECORD.**

I certify that, on October 17, 2022, this certificate was materialized from the one sent by the Civil Registry Information Center, and I verified the authenticity of its ICP-Brasil standard digital signature.

Certificate drawn up by Fernanda Domingues Baez - Authorized Clerk of the Civil Registry of Natural Persons of São Paulo - 11th Subdistrict - Santa Cecília, who electronically signed it on October 17, 2022, pursuant to Provision No. 46/2015 of the National Council of Justice (CNJ).

Civil Registry Office of Natural Persons  
São Paulo - 11th Subdistrict - Santa Cecília - São Paulo  
Fernando Navarro - Registrar  
Avenida Pacaembu, 1207 - Pacaembu - ZIP Code: 01234-001  
Email: 11regciv@terra.com.br  
Phone: (11) 3826-8302

The content of this certificate is true. I certify.

---//signature//---

Sorocaba - 1st Subdistrict  
RENATO CESAR PROENÇA GENOVEZZI JUNIOR -  
CLERK

Amount received for the electronic certificate: R\$ 38.89  
Amount received for materialization: R\$ 38.87

**Digital Seal:** 1151472CE0000000169230225

To verify the authenticity of this document, access the  
electronic address <https://selodigital.tjsp.jus.br/>

**Digital Seal:** 1154772CE0000000258489227



To verify the authenticity of this document, scan the printed QR  
code or access the electronic address  
<https://selodigital.tjsp.jus.br/>

I, Carolina Favero da Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that the professional translation of this document from Portuguese to English has been performed by myself, a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.



\_\_\_\_\_ Date: May 11, 2026.



REPÚBLICA FEDERATIVA DO BRASIL  
REGISTRO CIVIL DAS PESSOAS NATURAIS  
**CERTIDÃO DE NASCIMENTO**

NOME  
**BRENDA DE OLIVEIRA MILLANI**

CPF  
**322.459.508-60**

MATRICULA  
**115147 01 55 1999 1 00038 203 0002953 97**

DATA DE NASCIMENTO (POR EXTENSO) **VINTE E UM DE MARÇO DE MIL NOVECENTOS E NOVENTA E NOVE** DIA **21** MÊS **03** ANO **1999**

HORA DE NASCIMENTO **12:15** NATURALIDADE **SÃO PAULO/SP**

MUNICÍPIO DE REGISTRO E UNIDADE DA FEDERAÇÃO **SÃO PAULO - SP** LOCAL, MUNICÍPIO DE NASCIMENTO E UF **HOSPITAL SÃO PAULO - SP** SEXO **FEMININO**

FILIAÇÃO  
**JOÃO CARLOS MILLANI, NATURAL DE SÃO PAULO/SP \*\*\*  
ENYSE DE OLIVEIRA MILLANI, NATURAL DE SÃO PAULO/SP \*\*\***

AVÓS  
**MATERNOS: ENIS DE OLIVEIRA - E - MAECYRA MILLEN DE OLIVEIRA \*\*\*  
PATERNOS: JOÃO MILLANI - E - MARIA NAIR MILLANI \*\*\***

GÊMEOS **NÃO** NOME E MATRICULA DOS GÊMEOS

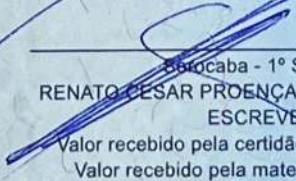
DATA DO REGISTRO (POR EXTENSO) **VINTE E CINCO DE MARÇO DE MIL NOVECENTOS E NOVENTA E NOVE** NÚMERO DA DNV/DECLARAÇÃO DE NASCIDO VIVO **NÃO CONSTA**

AVERBAÇÕES / ANOTAÇÕES À ACRESCEM  
**ASSENTO LAVRADO NO LIVRO A-0038, FLS 203F, TERMO Nº 00002953. A REGISTRADA NASCEU NO HOSPITAL E MATERNIDADE SANTA JOANA, NESTA CAPITAL. A PRESENTE CERTIDÃO ENVOLVE ELEMENTOS DE AVERBAÇÃO À MARGEM DO TERMO: AVERBAÇÃO: CONFORME PROV. 63/2017, CNJ, AVERBO O CADASTRO DE PESSOAS FÍSICA (CPF) DO(A) REGISTRADO(A) Nº 322.459.508-60. SÃO PAULO, 17/10/2022. EU, FERNANDA D. BAEZ, ESCRIVENTE AUTORIZADA, ESCRIVI. ISENTA DE CUSTAS E EMOLUMENTOS NADA MAIS ME CUMPRE CERTIFICAR. \*\*\***

ANOTAÇÕES DE CADASTRO  
**SEM INFORMAÇÕES.**

Certifico que, em data de 17 de Outubro de 2022, foi materializada esta certidão enviada pela Central de Informações do Registro Civil, sendo a autenticidade de sua assinatura digital padrão ICP-Brasil por mim conferida.  
Certidão lavrada por Fernanda Domingues Baez - Escrevente Autorizada do Registro Civil das Pessoas Naturais de São Paulo - 11º Subdistrito - Santa Cecília, o(a) qual assinou eletronicamente aos 17 de Outubro de 2022, nos termos do Provimento nº 46/2015 do Conselho Nacional de Justiça.

Oficial de Registro Civil das Pessoas Naturais  
São Paulo - 11º Subdistrito - Santa Cecília - SP  
Fernando Navarro - Oficial  
Avenida Pacaembu, 1207 - Pacaembu - CEP: 01234-001  
E-mail: 11regciv@terra.com.br  
Tel: (11) 3826-8302

O Conteúdo da Certidão é verdadeiro. Dou Fé,  
  
Pacaembu - 1º Subdistrito  
**RENATO CESAR PROENÇA GENOVEZZI JUNIOR -  
ESCREVENTE**  
Valor recebido pela certidão eletrônica: R\$ 38,89  
Valor recebido pela materialização: R\$ 38,87

Selo Digital: 1151472CE0000000169230225  
Para conferir a procedência deste documento acesse o endereço eletrônico <https://selodigital.tjsp.jus.br/>

Selo Digital: 1154772CE0000000258489227  
  
Para conferir a procedência deste documento efetue a leitura do QR Code impresso ou acesse o endereço eletrônico <https://selodigital.tjsp.jus.br/>

115477 - AA000223569  
  
115477 - AA000223569 07/22

 For: **BRENDA MILLANI POTTER**



**U.S. Customs and Border Protection**  
Securing America's Borders

## Most Recent I-94

---

### Note to employers, local, state or federal agency granting benefits:

Please visit the CBP I-94/I-95 Website and click on the tab for "Get Most Recent I-94/I-95" to perform a search for the applicant to confirm that the biographic and travel information displayed on this I-94/I-95 printout matches the "Get Most Recent I-94/I-95" returned results for this applicant. Reference the CBP I-94/I-95 Website FAQs.

**Admission I-94 Record Number:** 882823325A4

**Arrival/Issued Date:** 2025 December 31

**Class of Admission:** B2

**Admit Until Date:** 2026 June 30

### Details provided on the I-94 Information form:

**Last/Surname:** MILLANI POTTER

**First (Given) Name:** BRENDA

**Birth Date:** 1999 March 21

**Document Number:** gf563992

**Country of Citizenship:** Brazil

- 
- ▶ Effective April 26, 2013, DHS began automating the admission process. An alien lawfully admitted or paroled into the U.S. is no longer required to be in possession of a preprinted Form I-94/I-95. A record of admission printed from the CBP website constitutes a lawful record of admission. See 8 CFR § 1.4(d).
  - ▶ What to do if someone requests your admission info: If an employer, local, state or federal agency requests admission information, present your admission (I-94/I-95) number along with any additional required documents requested by that employer or agency.
  - ▶ For security, close your browser after retrieving your I-94/I-95 number.
  - ▶ Nonimmigrant travelers departing the United States by land or private vessel can now use the CBP Link Mobile Application to report their departure. Please note that departure should only be reported after you have physically left the United States. If you departed by air or sea, your departure was likely recorded automatically.

OMB No. 1651-0111  
Expiration Date: 05/31/2026

# View Travel History

Travel history includes up to 100 arrivals and departures spanning the last ten years

## Travel History Results

Document Number: **gf563992**

Document Country of Issuance: **Brazil**

Row	DATE	TYPE	LOCATION
1	2025-12-31	Arrival	EPI
2	2025-03-25	Departure	SLC
3	2025-03-22	Arrival	CLG
4	2024-12-06	Departure	DEN
5	2024-11-25	Arrival	CLG

OMB No. 1651-0111 Expiration Date: 05/31/2026

**Exhibit 3 - Joint  
Sponsor  
Identification  
Document - Kevin  
Charles Potter**



**Exhibit 4 -  
Christopher Alan  
Potter and Brenda  
Millani Potter's  
Marriage Certificate**



FEDERATIVE REPUBLIC OF BRAZIL  
CIVIL REGISTRY OF NATURAL PERSONS

To verify the authenticity of this document, scan the printed QR Code or access the electronic address <https://selodigital.tjsp.jus.br>

## MARRIAGE CERTIFICATE

NAMES

CHRISTOPHER ALAN POTTER

CPF

235.538.678-17

BRENDA MILLANI POTTER

322.459.508-60

REGISTRATION

**115287.01.55.2022.2.00341.205.0086555-93**

Full birth names, dates of birth, place of birth, nationality, and filiation of the spouses

CHRISTOPHER ALAN POTTER, Brazilian, single, born on April twenty-first, nineteen ninety-six (04/21/1996), in Riverside County, California, United States, son of KEVIN CHARLES POTTER and ANA CRISTINA POTTER-.-.-.  
BRENDA DE OLIVEIRA MILLANI, Brazilian, single, born on March twenty-first, nineteen ninety-nine (03/21/1999), in São Paulo, State of São Paulo, daughter of JOÃO CARLOS MILLANI and ENYSE DE OLIVEIRA MILLANI-.-.-.

DATE OF MARRIAGE REGISTRATION (IN FULL)

DAY

MONTH

YEAR

November twelfth, two thousand twenty-two

12

11

2022

MARITAL PROPERTY REGIME

Partial Community Property

NAME EACH SPOUSE BEGAN TO USE (IF CHANGED)

The contracting party began signing as BRENDA MILLANI POTTER.

NOTES / ANNOTATIONS

(Registration recorded in Book B-341, page 205-F, No. 86555, on 11/12/2022). -.-.-. Nothing further was required for me to certify. -.-.-.

REGISTRATION NOTES OF THE FIRST SPOUSE

No record.

REGISTRATION NOTES OF THE SECOND SPOUSE

No record.

\* The registration notes above do not exempt the interested party from presenting the original document when required by the requesting agency or when necessary for the identification of the holder.

The content of this certificate is true. I certify.  
Sorocaba, November 12, 2022.

----//signature//----

BIANCA SABRINA MELO VASCONCELOS - Authorized Clerk

Civil Registry Office of Natural Persons  
20th Subdistrict of the City and Judicial District of Sorocaba  
Sorocaba - State of São Paulo  
Rua Comendador Oeterer, 981 - Vila Carvalho  
ZIP Code - Phone: (15) 3231-1230  
Email: cartoriosorocaba@uol.com.br  
Gerson Maia da Silva - Registrar

1st COPY - EXEMPT FROM FEES

Typed by ANELIZE CORREA DE ALMEIDA

115287 - AA000296524

115287 - AA000296524 09/22

I, Carolina Favero da Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that the professional translation of this document from Portuguese to English has been performed by myself, a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.



\_\_\_\_\_ Date: May 11, 2026.

Selo Digital nº:1152872PVC1EPJ0000018722N



Para conferir a procedência deste documento efetue a leitura do QR Code impresso ou acesse o endereço eletrônico <https://selodigital.tjsp.jus.br>



REPÚBLICA FEDERATIVA DO BRASIL  
REGISTRO CIVIL DAS PESSOAS NATURAIS

**CERTIDÃO DE CASAMENTO**

NOMES

CHRISTOPHER ALAN POTTER

CPF

235.538.678-17

BRENDA MILLANI POTTER

322.459.508-60

MATRICULA

**115287.01.55.2022.2.00341.205.0086555-93**

Nomes completos de solteiro, datas de nascimento, naturalidade, nacionalidade, e filiação dos cônjuges.

CHRISTOPHER ALAN POTTER, nacionalidade brasileira, solteiro, nascido no dia vinte e um de abril de mil novecentos e noventa e seis (21/04/1996), natural de Condado de Riverside, Califórnia - Estados Unidos, filho de KEVIN CHARLES POTTER e ANA CRISTINA POTTER-.-.  
BRENDA DE OLIVEIRA MILLANI, nacionalidade brasileira, solteira, nascida no dia vinte e um de março de mil novecentos e noventa e nove (21/03/1999), natural de São Paulo, Estado de São Paulo, filha de JOÃO CARLOS MILLANI e ENYSE DE OLIVEIRA MILLANI-.-.

DATA DE REGISTRO DE CASAMENTO (POR EXTENSO)

doze de novembro de dois mil e vinte e dois

DIA

12

MÊS

11

ANO

2022

REGIME DE BENS DO CASAMENTO

Comunhão Parcial de Bens

NOME QUE CADA UM DOS CONJUGES PASSOU A UTILIZAR (QUANDO HOUVER ALTERAÇÃO)

A contraente passou a assinar BRENDA MILLANI POTTER.

OBSERVAÇÕES / AVERBAÇÕES

(Reg. lavrado no Lv. B-341, fls. 205-F, nº 86555, aos 12/11/2022).-.-.Nada mais me cumpria certificar-.-.

ANOTAÇÕES DE CADASTRO DO PRIMEIRO CÔNJUGE

Sem informações.

ANOTAÇÕES DE CADASTRO DO SEGUNDO CÔNJUGE

Sem informações.

\*As anotações de cadastro acima não dispensam a parte interessada da apresentação do documento original, quando exigido pelo órgão solicitante ou quando necessário para identificação de seu portador.

O conteúdo da certidão é verdadeiro. Dou fé  
Sorocaba, 12 de Novembro de 2022.

BIANCA SABRINA MELO VASCONCELOS - Escrevente Autorizada

Oficial de Registro Civil das Pessoas Naturais  
2º Subdistrito do Município e Comarca de Sorocaba  
Sorocaba - Estado de São Paulo  
Rua Comendador Oetzer, 981 Vila Carvalho  
C.E.P. 18060070 - TEL (15) 3231-1230  
EMAIL cartoriosorocaba@uol.com.br  
Gerson Maia da Silva - Oficial

1ª VIA - ISENTA DE EMOLUMENTOS  
Digitada por: ANELIZE CORRÊA DE ALMEIDA

115287 - AA000296524 09/22

115287 - AA000296524

**Exhibit 5 - Evidence  
of Bona Fide  
Marriage**

## **Chris and Brenda's Relationship History**

Written by Chris Potter

Christopher Alan Potter  
Born April 21st in Riverside California  
chris\_apotter@hotmail.com  
(408)549-5309

First, allow me to begin by saying that ever since Brenda kissed me for the first time, on January 8th 2015, I knew that she was the one. We first met at a theater school in Sorocaba (a city in Sao Paulo, Brazil) in 2014. At the time I was 17 and Brenda was 14. We became friends through this theater school and she extended to me an invitation to her 15th birthday (a big celebration for women in Brazilian culture). I vividly remember how she danced through the night and was utterly gorgeous in her dress.

Being the teenagers that we were, we of course flirted back and forth a few times. However, to my dismay, nothing happened for that entire first year we met. It all came to a boiling point when I announced I was leaving for the USA to pursue higher education. I threw a big going away party the day before (January 8th 2015) my trip to the USA and I, of course, invited Brenda to come. We had a great night of festivities with a lot of reminiscing and laughter (some tears too). My night could not have been going better; until of course Brenda had to leave for the night. I will never forget this moment for as long as I live. Right before her mom arrived to pick her up, Brenda and I were talking (as always) and suddenly she just said "May I do something" and kissed me before I had a chance to react.

My head exploded and I truly saw fireworks. It was only after we were married that Brenda informed me that she had been flirting with me all night and I had not noticed. However, I will always remember how that kiss changed me. I wanted to be with her, but I was moving to another country the very next day. It seemed like a plot to a romantic movie where she would appear at the airport and I would decide to stay. However, this was real life. Her mom did not allow Brenda to go say goodbye to me at the airport (with reason), and I got on the plane to embark on a new journey.

We decided to remain in contact, but not necessarily in a relationship. This was until I came back to visit Brazil for a month the very same year I left (2015). During that month we entered the first phase of our relationship. However, as two (2) very young people with a lot yet to experience, we grew apart and ended the relationship for the time being.

We stayed apart for 7 years. Occasionally we would have conversations and exchange happy birthdays and merry Christmases. This continued until March of 2020, when one of the "Happy Birthday" messages set a spark that rekindled our relationship. We began talking daily through text and video calls. Each day our relationship grew and

felt more and more like it was always meant to be. It came to a point where I couldn't bear being apart from Brenda any longer and decided to move back to Brazil to be by her side.

I arrived on November 28th 2021. I remember feeling her embrace well. It felt like home. From that moment onward we became inseparable. We did everything together. We laughed together and cried together. Sharing many memories, from our first new years together to Brenda's first live concert in 2022. Once we were together, I knew this was the woman I wanted to spend the rest of my life with. I asked her parents and grandfather (a very important figure in her life) if I could ask for her hand in marriage. Luckily, they all said yes!

I asked Brenda to marry me in October of 2022, and she said yes. We married at Brazil's version of City Hall, on November 12th 2022. However, more importantly, we planned a religious ceremony the next year, where all our friends and family could witness our love bloom. It was the best day of my life. June 23rd 2023, we got married at a small church in the town we met (Sorocaba, Sao Paulo Brazil). The highest honor of our wedding was to have my grandfather, John Potter, do the ceremony as he is an ordained pastor. In front of all my friends and all my family I wept for joy and kissed my bride.

Whilst we were planning our marriage we were also planning the next big change in our life, moving to Canada. It was Brenda's dream to study abroad, and we eventually landed on the great white north as we both wished to explore new places. We moved to Calgary (Alberta) on July 31st 2023. We then hit the ground running, with me working at a hotel and Brenda going to College for Interior Decorating. We absolutely adored every moment of Canada. We made new friends, saw new places, and of course faced hardships together.

When our visa was coming to an end in November of 2025, we decided to continue our journey of exploring new territories. However, this time, we wished to be a little closer to my family as (unfortunately) my grandmother, Sandra Potter, was ill and eventually passed away due to complications with said illness. Through this time Brenda held me together and let me feel the loss of my grandmother with open arms. I have never felt so deeply in love with her and grateful to have a partner, a wife and a best friend all in one gorgeous package.

We crossed the American border on December 31st 2025 in a U-haul carrying all our belongings and towing our car. We now ask that the government, in all its wisdom, grants Brenda a visa status (through my American Citizenship) so we may continue to grow together and love each other for many years to come.

I may not know what the future holds. However, what I do know is that come what may come, I will be forever by Brenda Millani Potter's side.

With Love and Sincerity,

CHRISTOPHER ALAN POTTER

3AMP

04.09.2026

**Brenda Millani Potter**  
1461 Ferguson Way  
San Jose, CA - 95129  
+1 408-549-5662  
mpotter.brenda@gmail.com  
June 6, 2026

### **Personal Statement Regarding My Relationship**

To whom it may concern,

I would like to ask for your understanding in advance for the length of this letter. Chris and I have more than 10 years of history together, with a great deal of love to be translated into words.

Our story is perfect to be turned into a fairy tale or a romance novel. We met in 2014 in a theater class. I fell in love first, but he was, of course, interested in another girl. My anonymity and platonic crush lasted until around my 15th birthday. That night, we danced together the whole time, nothing romantic, just club music. But it was enough for everything to change.

From the moment we started talking, it felt like Chris knew exactly what to say to make me feel comfortable. Our first kiss, after a lot of flirting, happened on the night before he moved to the United States in early 2015. Distance, at first, was not an obstacle. He even came back to Brazil twice, in December 2015 and December 2016. After this, distance and immaturity led us to drift apart. The desire to remain in each other's lives, however, was still present. Our exchange of messages continued, though timidly, consistently on birthdays, Christmas, and other special dates.

It was during one of these exchanges of messages, more specifically on my birthday in 2020, that we started talking daily again as if we had never stopped. But, as in any fairy tale, we also had our moments of difficulty and distress. In that same year, I received a diagnosis of depression. It was a defining moment in my life, in which I had to understand what that diagnosis meant, who I was with it, and beyond it.

Chris was a fundamental source of support during this process, standing by my side during one of the darkest and most confusing moments of my life. He remained present, respecting my boundaries and demonstrating unimaginable sensitivity and empathy. Amid all the emotional turmoil I was experiencing, talking to him was always the highlight of my day. Over time, the depression stabilized, and I learned to live with it and to better understand who I am. Chris has been and continues to be part of this process. His love helps me daily to see beyond a diagnosis. He helps me see the world and myself with more kindness.

Going back to 2020, despite all the chaos happening around us, our constant conversations reminded us of how much we missed each other. As a result, we began a long-distance relationship that soon turned into plans of being in the same country again. Thus, in December 2021, he came to Brazil to be with me.

After Chris's arrival in Brazil, things happened relatively quickly in chronological terms. This is because we had and still have so much certainty about what we feel for each other that it was only a matter of making that feeling real. The years 2022 and 2023 were times of great emotion and major decisions for us.

In October 2022, I was proposed to in the most romantic way possible! Chris took me out to dinner and prepared the proposal at my home with flowers, candlelight, a cake, romantic notes, our favorite song, and a video of the whole family after the "yes." The civil wedding took place a month later, on November 12, 2022.

The religious wedding took place on July 23, 2023. This was one of the most important days of my life. Being able to plan such an important event with the help of my mother, having John, Chris's grandfather, as the officiant, and having this moment as one of the last with my grandfather present made everything even more meaningful. All of this brought an even greater sense of unity and love to that day.

Another feeling that reinforced my certainty and happiness at that moment was Chris's look as I walked down the aisle. I knew I was marrying my best friend, the best partner I could have asked the universe for, but it was there that I became certain that, beyond being my better half, he would also be my strength for everything I might need.

With the completion of my Bachelor's degree in Architecture and Urbanism, the opportunity arose to pursue my desire to study outside Brazil. Having Chris's support to explore this dream was essential for it to become a reality. Thus, one month after the wedding, we were moving to Canada so that I could study Interior Decorating.


At that moment, life showed us hardship and taught us resilience. At the same time, revealed the diversity of new cultures, friendships, and the comfort of finding a sense of belonging within a community. After two and a half years in Canada, Chris's work visa expired and our stability was compromised.

When I say that our story resembles a fairy tale, it is because, despite all the circumstances that could have separated us along the way, we always found a way to remain together. From the very first day, we prioritized our relationship. We chose to love each other at all times.

Since we met, we have never left each other's lives. Chris is my best friend, my adventure partner, my husband, the person with whom I share all decisions and with whom I wish to spend the rest of my life.

In recent months, I had the opportunity to get to know more of the United States through his perspective, to visit places from his childhood, and to better understand the affection with which he speaks about each of them. It was a unique and very special experience, which made us dream of continuing our journey in his country, surrounded by his family and building the next chapters of our story together.

Sincerely,

A handwritten signature in black ink that reads "Brenda :). GM". The signature is written in a cursive, personal style.

Brenda Millani Potter, June 6, 2026

I, Carolina Favero da Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that the professional translation of this document from Portuguese to English has been performed by myself, a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.



\_\_\_\_\_ Date: June 10, 2026.

**Brenda Millani Potter**  
1461 Ferguson Way  
San Jose, CA - 95129  
+1 408-549-5662  
mpotter.brenda@gmail.com  
6 de junho de 2026

### **Personal Statement Regarding My Relationship**

A quem possa interessar,

Gostaria de pedir licença antecipadamente pelo tamanho desta carta. Eu e Chris temos mais de 10 anos de história juntos, com muito amor para ser traduzido em palavras.

Nossa história é perfeita para ser transformada em um conto de fadas ou em um romance. Nos conhecemos em 2014, em um curso de teatro. Eu me apaixonei primeiro, mas, naturalmente, ele estava interessado em outra menina. Meu anonimato e minha paixão platônica duraram até por volta do meu aniversário de 15 anos. Naquela noite, dançamos juntos o tempo todo, nada romântico, apenas música de festa. Mas foi o suficiente para que tudo mudasse.

Desde o momento em que começamos a conversar, parecia que Chris sabia exatamente o que dizer para me deixar confortável. Nosso primeiro beijo, depois de muito flerte, aconteceu justamente na noite anterior à sua mudança para os Estados Unidos, no início de 2015. A distância, a princípio, não era um empecilho. Ele chegou a voltar ao Brasil duas vezes, em dezembro de 2015 e em dezembro de 2016. Depois disso, porém, a distância e a imaturidade fizeram com que nos afastássemos. Ainda assim, o desejo de continuarmos presentes na vida um do outro permanecia latente. A troca de mensagens se manteve, tímida, mas constante, em aniversários, no Natal e em outras datas especiais.

Foi em uma dessas trocas de mensagens, mais especificamente no meu aniversário de 2020, que voltamos a conversar diariamente, como se nunca tivéssemos parado. Mas, como em qualquer conto de fadas, também tivemos nossos momentos de dificuldade e angústia. Nesse mesmo ano, recebi o diagnóstico de depressão. Foi um momento marcante da minha vida, em que precisei entender o que aquele diagnóstico significava, quem eu era com ele e para além dele.

Chris foi um ponto de apoio fundamental durante esse processo, estando ao meu lado em um dos momentos mais obscuros e confusos da minha vida. Ele se manteve presente, respeitando meus limites e demonstrando uma sensibilidade e empatia inimagináveis. Em meio a toda a confusão de sentimentos que eu enfrentava, conversar com ele era sempre o ponto alto do meu dia. Com o tempo, a depressão se estabilizou, e eu aprendi a conviver com ela e a compreender melhor quem eu era. Chris fez e continua fazendo parte desse processo. O amor dele me ajuda diariamente a enxergar além de um diagnóstico. Ele me ajuda a ver o mundo e a mim mesma com mais carinho.

Voltando a 2020, apesar de todo o caos que acontecia ao nosso redor, nossas conversas constantes nos lembraram do quanto sentíamos saudade um do outro. Assim, começamos um relacionamento à distância que logo se transformou em planos para estarmos novamente no mesmo país. Em dezembro de 2021, ele chegou ao Brasil para ficar comigo.

Após a chegada de Chris ao Brasil, as coisas aconteceram relativamente rápido, cronologicamente falando. Isso porque tínhamos, e continuamos tendo, tanta certeza do que sentimos um pelo outro que era apenas uma questão de transformar esse sentimento em realidade. Os anos de 2022 e 2023 foram marcados por grandes emoções e decisões importantes para nós.

Em outubro de 2022, fui pedida em casamento da forma mais romântica possível! Chris me levou para um jantar e preparou o pedido na minha casa, com flores, luz de velas, bolo, bilhetes românticos, nossa música favorita e um vídeo de toda a família para assistir após o "sim". O casamento civil aconteceu um mês depois, em 12 de novembro de 2022.

O casamento religioso aconteceu em 23 de julho de 2023. Esse foi um dos dias mais importantes da minha vida. Ter planejado esse evento tão especial com a ajuda da minha mãe, ter John, avô de Chris, como celebrante e compartilhar esse momento como um dos últimos ao lado do meu próprio avô tornou tudo ainda mais significativo. Tudo isso trouxe uma sensação de união e carinho muito maior para aquele dia.

Outro sentimento que reforçou minha certeza e felicidade naquele momento foi o olhar de Chris enquanto eu caminhava em direção ao altar. Eu já sabia que estava me casando com o melhor parceiro que eu poderia ter pedido ao universo, mas foi naquele instante que tive ainda mais a certeza de que, além de ser minha alma gêmea, ele também seria minha fortaleza para tudo o que eu precisasse enfrentar.

Com a conclusão do meu bacharelado em Arquitetura e Urbanismo, surgiu a oportunidade de perseguir o sonho de estudar fora do Brasil. Ter o apoio de Chris para explorar esse desejo foi essencial para que ele se tornasse realidade. Assim, apenas um mês após o casamento, embarcamos para o Canadá para que eu pudesse cursar Interior Decorating.

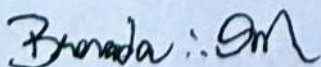
Naquele momento, a vida nos mostrou suas dificuldades e nos ensinou a ser resilientes. Ao mesmo tempo, nos apresentou a riqueza de novas culturas, amizades e o conforto de encontrar pertencimento em uma comunidade. Após dois anos e meio no Canadá, o visto de trabalho de Chris expirou, e nossa estabilidade acabou sendo comprometida.

Quando digo que nossa história se parece com um conto de fadas, é porque, apesar de todas as circunstâncias que poderiam ter nos separado ao longo do caminho, sempre encontramos uma forma de permanecer juntos. Desde o primeiro dia, priorizamos nosso relacionamento. Escolhemos amar um ao outro em todos os momentos.

Desde que nos encontramos, nunca mais saímos da vida um do outro. Chris é meu melhor amigo, meu parceiro de aventuras, meu marido, a pessoa com quem compartilho todas as decisões e com quem desejo passar o resto da minha vida.

Nestes últimos meses, tive a oportunidade de conhecer mais dos Estados Unidos através da perspectiva dele, visitar os lugares de sua infância e compreender melhor o carinho com que ele fala de cada um deles. Foi uma experiência única e muito especial, que nos fez sonhar em continuar nossa trajetória em seu país, cercados por sua família e construindo juntos os próximos capítulos da nossa história.

Atenciosamente,



Brenda Millani Potter, 6 de junho de 2026



# BLUE JEAN PROPERTY MANAGEMENT

# RESIDENTIAL TENANCY LEASE AGREEMENT

(hereinafter referred to as the "Agreement")

The Tenancy created by this Agreement is governed by the Residential Tenancies Act ('Act')  
If there is a conflict between this Agreement and the Act, the Act will prevail.

This Agreement is made on 07/24/2025, in Calgary, AB Canada.

## THIS AGREEMENT IS BETWEEN:

Tenant 1: Christopher Potter	Tenant 2: Brenda Millani Potter
Tenant 3:	Tenant 4:

(hereinafter either individually or collectively referred to as the "Tenant(s)")

AND

Blue Jean Property Management of 245 Forge Road SE, Calgary, AB Canada, T2H 0S9

Email: [tenants@bluejeanmanagement.com](mailto:tenants@bluejeanmanagement.com) Phone: 403-536-7095

(hereinafter either individually or collectively referred to as the "Landlord")

## THE PREMISES:

411, 700 Shawnee Square SW in Calgary, AB Canada T2Y 0Z6

*Unit Number Address Suite City Postal Code*

(hereinafter referred to as the "Premises") for use as residential premises only, subject to the terms and conditions of this Agreement and of the Residential Tenancies Act of the Province of Alberta.

## FIXED TERM:

Unless earlier terminated in accordance with the provisions of this Agreement or with the of expressed written consent of the Landlord, this Agreement shall be a Fixed Term of 12 months. Commencing at 12:00 pm MT and ending at 12:00 pm MT on the dates of:

1st of August, 2025 to 31st of July, 2026.

We require 1 full months' notice should the tenant wish to extend their Agreement. No notice shall be required for either the Tenant or Landlord to end this Agreement at the completion of this Fixed Term.

## RENT:

### Monthly:

Premises:	\$ 2100.00	
Parking:	\$ 0	(na)
Storage:	\$ 0	(na)
Utilities:	\$ 0	(na)
Other:	\$ 50.00	(pet fee)

**TOTAL RENT: \$ 2150.00** (Monthly Rental Amount)

The Tenant shall pay rent monthly, in advance or on the 1st of the month by Pre-Authorized Debit or by way of a mutually agreed alternate method to the Landlord. In the event any rent amount is not paid when due, all remaining rent payments over the unexpired term of this Agreement shall, at the discretion of the Landlord, become immediately due and payable.

The Tenant agrees to pay a late rental fee of **\$25 per day** should the Rent not be paid in full on or before the 1st of each month of the Fixed Term. Additionally, a **\$100 fee** will be charged to the Tenant for any NSF (insufficient funds) returned.

**Pro-Rated Rent:** \$ 0 / night = \$ 0 (na)

In the event that the Tenant takes possession of the Premises prior to the 1st day of a month of the Fixed Term, the Tenant shall pay Rent to the Landlord for the Tenant's use and occupation of the Premises on a per diem basis. The Landlord and Tenant agree that the Tenant may take possession early for the balance of the current month.

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**UTILITIES:**

The Rent prescribed above **DOES NOT** include the costs of providing utility services to the Premises unless otherwise noted in this Agreement. If not included, the Tenant must set up their Utility account(s) prior to the Agreement Term commencement date and provide the account number to the Landlord. The Tenant must maintain and pay for these utility services throughout the entire Fixed Term.

Electricity:	Water & Sewer:	Natural Gas:	Internet:	Cable TV:	Other:
100% <input checked="" type="radio"/>	100% <input type="radio"/>	100% <input type="radio"/>	100% <input checked="" type="radio"/>	100% <input checked="" type="radio"/>	100% <input checked="" type="radio"/>
75% <input type="radio"/>	75% <input type="radio"/>	75% <input type="radio"/>	75% <input type="radio"/>	75% <input type="radio"/>	75% <input type="radio"/>
70% <input type="radio"/>	70% <input type="radio"/>	70% <input type="radio"/>	70% <input type="radio"/>	70% <input type="radio"/>	70% <input type="radio"/>
50% <input type="radio"/>	50% <input type="radio"/>	50% <input type="radio"/>	50% <input type="radio"/>	50% <input type="radio"/>	50% <input type="radio"/>
30% <input type="radio"/>	30% <input type="radio"/>	30% <input type="radio"/>	30% <input type="radio"/>	30% <input type="radio"/>	30% <input type="radio"/>
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0% <input type="radio"/>	0% <input type="radio"/>	0% <input type="radio"/>	0% <input type="radio"/>	0% <input type="radio"/>	0% <input type="radio"/>
Included <input type="radio"/>	Included <input checked="" type="radio"/>	Included <input checked="" type="radio"/>	Included <input type="radio"/>	Included <input type="radio"/>	Included <input type="radio"/>

" X " to the right means it is the Tenants responsibility.

Other: Tenant pays for everything but water and gas

**SECURITY DEPOSIT:**

The Tenant agrees to pay the Landlord a **Security Deposit of \$2150.00** (by July 25th, 2025) Should the Tenant fail to take possession of the property, the Security Deposit shall be forfeited by the Tenant, and the Tenant will be responsible for damages. The Security Deposit is due within 24 hours of the execution of this Agreement.

- The Landlord may deduct from the Security Deposit any amount that the Landlord deems necessary to provide for:
  - a) Repairing any damage to the Premises** (including the building of which the Premises form a part, and the property on which the building is located), fixtures, furniture, appliances and any other items leased pursuant to this Agreement, which damage may have been caused by the Tenant or any person(s) invited on the Premises by the Tenant. Normal wear and tear excepted; PROVIDED that the Landlord meets the inspection report requirements of Section 19 of the Residential Tenancies Act, as set forth in this Agreement.
  - b) Cleaning the Premises.** Including cleaning of the window coverings, draperies, blinds, carpets, and behind appliances. If the Tenant gives up possession of the Premises in such a condition that the Premises require further cleaning.
  - c) Payment of Rent, and/or Utility charges owing** to the Landlord by the Tenant and any amounts due to the Landlord as the result of a default of the Tenant under this Agreement.
  - d) The charge of any other obligations or liabilities** of the Tenant not respecting the Premises (hereinafter either individually or collectively referred to as "Damages").
- In the event that the quantum of monies required to compensate the Landlord for the Damages referenced in subparagraph 1) above, exceeds the amount of the Security Deposit, the Tenant shall be responsible for reimbursing the Landlord for the cost of repairs that exceeds the Security Deposit. A statement of account will be provided to the Tenant for payment to be made within 30 days of receiving the statement.
- The Landlord agrees to deposit the Security Deposit received from the Tenant in an interest-bearing trust account at a bank, treasury branch, credit union or trust company in Alberta within two (2) banking days of receiving the Security Deposit, as required by the Residential Tenancies Act. The Landlord agrees to invest the Security Deposit only in deposit receipts, deposit notes, certificates of deposit, acceptances or other similar instruments issued by or guaranteed as to principal and interest by a bank, credit union, loan corporation, treasury branch, trust corporation or insurance company authorized to carry on business in Alberta. If the Landlord is entitled, under the Residential Tenancies Act or this Agreement, to money in a security deposit trust account, the money may be withdrawn from the trust account and transferred to the Landlord.
- Unless otherwise agreed by the Landlord and the Tenant, the Landlord agrees to pay to the Tenant interest on the Security Deposit upon termination at the rates prescribed by the Residential Tenancies Act and the regulations thereto, as applicable.

**OTHER OCCUPANTS & PETS:**

The Landlord and the Tenant agree that the Premises may be occupied only by the Tenant named on this Agreement and/or listed below, including minors. A visitor, guest or invitee who remains in the Premises for a continuous period of more than 2 weeks will be considered to be a permanent occupant and may only stay if the Landlord agrees in writing, which the Landlord is not obligated to provide or consent to. Pets are only approved with Landlord written consent and/or approved by the condo board & bylaws. If there is an unapproved pet in the Premises, the Tenant is subject to any monetary sanctions or a fine and to remove the animal immediately.

Name and Relationship	Pet Details
1. Brenda Millani Potter - Spouse	1. Ayla - Dog - 4 yr old Yorkie 8Lbs
2. NA	2. NA
3. NA	3. NA
4. NA	4. NA

**APPLIANCES:**

The Landlord agrees that throughout the term of this Agreement, the Landlord will supply for the Tenant's use the following major appliances:

Refrigerator: <input checked="" type="checkbox"/>	Dishwasher: <input checked="" type="checkbox"/>	Stove/Range: <input checked="" type="checkbox"/>	Oven: <input checked="" type="checkbox"/>
Microwave: <input checked="" type="checkbox"/>	Washer: <input checked="" type="checkbox"/>	Dryer: <input checked="" type="checkbox"/>	AC: <input type="checkbox"/>
Other: na			

X mark to the right, means it is included.

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## OTHER FURNISHINGS:

If the Premises is furnished/partly furnished, the items are on a separate inventory list. Other items to note include:

na

## TENANT INSURANCE:

It shall be the responsibility of the Tenant to:

- a) Insure the Tenant's property on the Premises against damage or loss to such property caused by fire, theft and any other perils which cause such damage or loss.
- b) Obtain and carry general comprehensive liability insurance of a minimum of \$1,000,000.00 coverage against willful or negligent acts or omissions by the Tenant or persons for whom the Tenant is responsible.
- c) Provide a copy of Certificate of Insurance to the Landlord prior to possession of the Premises and on an annual basis.

## INSPECTIONS:

The Landlord and the Tenant agree to complete an inspection of the Premises within one week before or after the Tenant takes possession of the Premises and within one week before or after the Tenant surrenders possession of the Premises. The Landlord agrees to provide the Tenant in each instance with a report of the inspection that describes the condition of the premises. The Landlord may complete the inspection without the Tenant if an adult person who falls within the definition of the term "Tenant" (as the term "Tenant" is defined in the Residential Tenancies Act) has refused to take part in two inspections suggested by the Landlord which are to take place on different days, on days that are not holidays and between 8:00 am and 8:00 pm. The Landlord agrees that the inspection reports will contain the statements, and the Landlord and the Tenant agree that the inspection report will be signed, as required by the Residential Tenancies Ministerial Regulation under the Residential Tenancies Act.

## CARE OF PREMISES:

- a) The Landlord agrees that the Premises supplied to the Tenant by the Landlord at the commencement of the Term of this Agreement, shall be in a reasonably good state of repair and reasonably clean and that insofar as the Landlord is responsible for the maintenance of the Premises pursuant to this Agreement, they will be maintained in a reasonably good state of repair. The Landlord also agrees that any items supplied by the Landlord pursuant to this Agreement shall be in good working order and capable of enjoyment by the Tenant and shall be maintained by the Landlord in a reasonably good state of repair throughout the Term of this Agreement.
- b) The Tenant agrees to take good care of the Premises and keep in reasonably clean condition, and to take good care of any items supplied to the Tenant by the Landlord pursuant to this Agreement. Any damages incurred by the Tenant is the Tenants financial responsibility for the costs of repair or replacement.

## MAINTENANCE COSTS:

### a) The Tenant shall be responsible for:

- BMP* (i) The costs of repairing plugged/clogged toilets, sinks and drains and the cost of all damage resulting directly or indirectly therefrom;
- CAD* (ii) The cost of replacing burnt light bulbs. The cost of the bulb(s) and a \$10 per bulb installation fee will be deducted for any burnt out or missing bulbs that are not replaced by the Tenant at the end of the Agreement Term;
- (iii) The cost of cleaning, repairing and replacing of soiled, stained or damaged flooring, counter tops, appliances and window coverings, draperies or blinds;
- (iv) The cost of any other repairs or replacements to the Premises or the common property of the Premises due to neglect, improper use or willful damage by the Tenant or their guests.
- (v) Making the property 100% clean prior to the move out inspection. Failure will result in Security Deposit charges to bring the Premises to 100% clean status. A cleaning checklist will be provided.
- (vi) If the property includes an underground sprinkler system / irrigation system, it is the Tenants responsibility to professionally maintain the system. This includes but is not limited to blowing out the lines before temperatures consistently drop below 7 degrees Celsius. All expenses incurred for the general upkeep of using the system are at the cost of the Tenant as are any repairs due to negligence.
- (vii) If the property includes a hot tub, pool and/or water feature, the Tenant is responsible for the maintenance and upkeep.
- (viii) The Tenant shall personally service it at its sole expense, to include, but not limited to, cleaning of the water and filter, chemical treatments as necessary and water quality testing, to maintain the hot tub/pool in a clean and sanitary condition.
- (ix) The cost of purchasing padlock(s) for storage lockers and sheds as well as the removal of said padlock(s) at the end of the Agreement Term.

### b) The Landlord shall be responsible for:

- (i) The repair or replacement required to secure all windows, screens, doors, appliances, and fixtures required due to normal wear and tear and ensure they are in operating condition for the duration of the Agreement Term.
  - (ii) The maintenance of the Premises in a good state of repair and fit for habitation and at the Landlord's expense, in compliance with health, safety, housing, and maintenance standards.
- c) If emergency repairs are required, the Tenant must make at least two attempts to phone the Landlord (Property Manager) and then give the Landlord reasonable time to complete the repairs.
  - d) If the emergency repairs are still required, the Tenant may undertake the repairs and claim reimbursement from the Landlord, provided a statement of account and receipts are given to the Landlord. The Landlord may take over completion of the emergency repairs at any time.
  - e) The Landlord will provide to the Tenant a property that is in a 100% clean state at the time of move-in inspection. If not, the Tenant is to ensure the condition is adequately noted on the move-in inspection report.

## WAIVER & IDEMUNITY:

The Tenant hereby waives and releases the Landlord from any liability for damage, loss to and any persons or the property which occurs in connection with the Premises, the building and its facilities, grounds, or parking lot. The Landlord shall not be responsible for any loss of the Tenant's property in the Premises or stored in the building. The Landlord is not responsible for damages, inconvenience, or fumigation costs due to insect infestation from Tenants doing. The Tenant hereby indemnifies and saves harmless the Landlord for and in relation to any and all loss or damage caused by the Tenant or the Tenant's guests or invitees, through neglect, misuse or carelessness and the Tenant shall indemnify and save harmless the Landlord for and from all actions, causes of action, or claims for damage or injury of any nature, kind and description

whatsoever, arising out of or in connection with Tenant's occupation of the Premises, or the facilities, parking areas and grounds located in, upon or associated with the Premises.

#### BEHAVIOUR:

The Tenant(s) and their guests will not cause harm, be a nuisance, cause any disturbances or harass any neighbors of/or near or damage or vandalize the Premises and the property and/or building.

#### ASSIGNMENT & SUBLEASE:

The Tenant does not have the right to assign or sublet the Premises to another person or persons without the written consent of the Landlord. The Tenant can not market & advertise the Premises on any listing's websites such as Airbnb, VRBO, Rentfaster, Rentals.ca, Zumper, Kijiji, FB Groups or FB Marketplace etc for financial gain and will result in breaching this Agreement.

#### ABANDONMENT or BREACH OF AGREEMENT:

Should the Tenant fail to take possession of the Premises at the commencement of the Term of this Agreement or abandon or break the Term length of the Premises before the expiration of this Agreement, the Landlord may take possession without notice or demand and re-lease the Premises on such conditions as the Landlord may deem advisable. Without prejudice to the Landlord's right to recover rent and utility charges which may be owing and without prejudice to any claim or claims for damages, the Tenant will be charged a re-rental fee of **One Month's Rent** and will also be responsible for paying the Rent until the end of this Residential Tenancy Agreement Term, or until a new Tenant, suitable to the Landlord, is found to occupy the Premises.

#### PROHIBITION of TABACCO & MARIJUANA USE:

Smoking is prohibited in the Premises, on the property or in or around the building.

- a) In consideration of the Landlord's desire to offer Tenants a smoke-free environment, the health hazards associated to secondhand smoke, other safety concerns and the nuisance caused by the presence of smoke including lasting odours which permeate walls, floor coverings and other interior finishes, this Premises is strictly non-smoking. This prohibition includes the use of any tobacco and marijuana or other products which have undesirable effects on the Premises of the Landlord and the peaceful enjoyment of other residents. Failure to comply to this prohibition will be considered a substantial breach of the Agreement and as a result the Landlord will take any and all action, including eviction.
- b) In consideration of the nuisance smells, the damage associated with increased indoor moisture levels, the danger of overburdened electrical systems, and safety concerns related to these things, there is a prohibition on the growth of marijuana in the Premises. Further, in consideration of the nuisance smells associated with the production of marijuana derivatives and other deleterious effects caused by such activities, the production of marijuana derivatives is also strictly prohibited. Failure to comply to this prohibition will be considered a substantial breach of the Agreement and as a result the Landlord will take any and all action, including eviction.

#### RULES & REGULATIONS:

The Tenant and Tenant's guests will observe and comply with the Landlord's RULES & REGULATIONS which are attached to and form part of this Agreement, with such reasonable variations and modifications as may be made to such RULES & REGULATIONS from time to time by way of reasonable written notice from the Landlord to the Tenant, provided that such variations and modifications do not modify this Agreement and are clear and fair and are intended to either:

- a) Promote the comfort, safety or welfare of the Tenant, the family, and guests of the Tenant and/or other Tenants in the building of which the Premises form a part.
- b) Preserve the Landlord's Premises and property from abusive or neglectful use.
- c) Promote the care and cleanliness of the Premises, the building of which the premises form a part, or the property on which the building is located; or
- d) Make a fair distribution of services or facilities provided for the Tenant's use.

#### LIABILITY FOR RENT:

When two or more persons comprise the Tenant(s) for the purposes of this Agreement, the Landlord may collect the Rent due and the utility charges to the Landlord pursuant to this Agreement from any or all Tenants. The liability of each person comprising the Tenant shall be jointly and severally in respect of any and all obligations of the Tenant under this Agreement.

#### QUIET ENJOYMENT:

The Landlord acknowledges that in executing this Agreement, the Landlord is exercising the Landlord's lawful power, and in so executing, and subject to the terms of this Agreement, grants the Tenant the right of full use and occupation and peaceful enjoyment of the Premises with such security of tenure.

#### RIGHT OF ENTRY:

Except as otherwise permitted, the Landlord shall not enter the Premises without proper 24h notice to the Tenant. The Landlord shall have the right to enter the premises:

- a) Immediately, and without notice or consent:
  - (i) If the Landlord has reasonable grounds to believe that an emergency exists.
  - (ii) That the Tenant has abandoned the Premises; or
  - (iii) Needs to make repairs or adjustments to the heating, water, electrical, telephone, or other services of the building of which the Premises form a part. The Tenant acknowledges that access to these services is located in the Premises.
- b) Without consent, providing 24h notice to the Tenant:
  - (i) To inspect the state of repair of the Premises;
  - (ii) To make general repairs to the Premises;
  - (iii) To show the Premises to prospective purchasers, mortgagees, appraisals of the Premises;
  - (iv) To show the Premises to prospective Tenants during the last month of the tenancy; or

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- (v) Regular unscheduled check-ins of the Premises and property by the Landlord.

#### FORCE MAJEURE:

The provisions of this Agreement may be suspended or terminated at any time by the Landlord should any event make such suspension or termination advisable when considered from the perspective of the Landlord, including, without limitation to the generality of the foregoing, damage to the Premises or the building and property of which the Premises form a part which makes the Premises uninhabitable, or any intervention by any regulatory, governmental or other authority which prevents or otherwise renders the Agreement of the Premises uneconomic for the Landlord.

#### USE of the PREMISES:

The Tenant shall use the Premises for residential purposes only. The Tenant shall not allow the Premises to be used for any illegal or immoral purposes. The Tenant agrees that the Premises will not be used for any home business purposes where customers, consumers or potential clientele will require visitation to the Premises without the Landlord's prior written consent.

#### COMPLY WITH LOCAL & FEDERAL LAWS & BYLAWS:

The Tenant shall comply with all health, fire and other regulations & requirements of competent authorities. The Tenant shall not do anything to create or allow a health, fire, water damage or other hazard to exist or perform or act in any illegal activity on the Premise or property.

#### CONDO BYLAWS & POLICIES:

The Tenant agrees to comply with and be bound by the bylaws and all policies & procedures of the condominium corporation and is responsible for all fees & charges associated with the condo including but not limited to: booking elevators for moving in & out, updating intercom systems and submitting all necessary building forms such as Tenant Forms, Vehicle Registration and Pet Registration forms. Any breach from the Tenant or their guests may result in a monetary sanction and fine, that is out of the Landlords control. The Tenant will receive a copy of the condo bylaws & policies for their reference.

#### LEGAL FEES:

All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord as a result of any default by the Tenant will be the responsibility of the Tenant.

#### PREMISES AS IS WHEN VIEWED:

The Tenant agrees that the Premises and surrounding property will be in the same condition as when the Agreement was signed. Requests for the Landlord to update or change aspects of the Premises, not related to the health or safety of the Tenant will not be granted. If the Premises will be in a different state than at the time of the viewing, changes will be noted below and the Tenant will return the Premises in the same condition.

na

#### ADDITIONS:

Pet fee of \$50.00 per month

#### RULES & REGULATIONS:

##### MAINTENANCE

- 1) The Tenant shall dispose of all **garbage, recycling and organics** from the Premises in a proper, safe and respectful manner. Please ensure your bags are tied up and not leaking or spilling into the common areas of the property. If the Tenant(s) live in a Condo Building, and if the building has a garbage chute, only use small grocery size bags properly tied and no recycling, organics or furniture is to be thrown down into the garbage chute. No household furniture is to be dumped into the garbage bins or left in the garbage area. This will result in a fine and dump run fee to remove the items appropriately. Garbage is to not be stored on the balcony, or left at the front or back doors of the Premises and its property. If the Tenant lives in a single dwelling unit, the Tenants are responsible to move the garbage, recycling and organics bin to the street or alley for collection.
- 2) The Tenant shall **replace the furnace filter every 3 (three) months** (if applicable). The Tenant shall maintain appropriate humidity levels to prevent excess condensation build-up and consequent damage to windows, the Tenant shall perform regular maintenance and cleaning of the humidifier, including removal of calcium build-up from the heating element and the Tenant shall allow minimal periods without hot water recirculation to minimize calcium deposit build-up.
- 3) **Winterize the unit:** Tenants must keep all windows and doors closed during the winter months. The thermostat is to be on at all times and set to a minimum of 18 degrees from October – March or when the temperature drops below 0 degrees. Tenants are responsible to take appropriate action to winterize the Premises. Any result in such damage is the Tenants responsibility. If windows, doors or patio doors are left open on the Premises by the Tenant or by any person invited on the premises by the Tenant, causing plumbing to freeze, damage by rain or water damage to window, window frames, walls, floors or baseboards or affecting units surrounding the Premise or the building itself, the Tenant shall be responsible for any damage occasioned by such action. Tenants with exterior hoses, will be required to turn off the water shut off valve each fall.
- 4) The Tenant agrees to **immediately report to the Landlord any and all damage** that may occur to the Premises.
- 5) **Only small picture hooks and small nails may be used** for the hanging of pictures in the Premises. Anything larger will require Landlord Approval (ie. TV Mounts, Shelving etc)
- 6) **The Tenant shall be responsible for replacing glass** with similar to that, which may be broken, cracked or damaged due to the negligence, improper use or willful misconduct of the Tenant or any other person or persons invited on the Premises by the Tenant.
- 7) **The common doors, hallways, passages, stairs, social or fitness rooms, or utility rooms of the building or Property in which the Premises are situated shall be used for no purpose other than going to and from** the Premises and the Tenant shall not in any way encumber those areas with boxes, furniture or other material or place or leave garbage in those areas and other areas used in common with other Tenants that could jeopardize access to such.
- 8) **No structural alterations**, painting, papering, or redecorating shall be done by the Tenant without the prior written consent of the Landlord.
- 9) **Neither the Tenant nor the Landlord shall add to or change locks** on doors giving access to the Premises or to any building or property of which the Premises form a part without the prior written consent of the other party. After consent is given by the Landlord, the Tenant is required to provide the Landlord with two keys for any locks installed or changed by the Tenant. If the tenant locks themselves out, there is a \$150 call out fee for the Property Manger to unlock or the Tenant is to call a locksmith that will be at Tenants cost. If keys need to be replaced, Tenant is to provide 2 copies to the Landlord.

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
- 10) The Tenant will place plastic or other soft sliders/protectors on the bottom legs of furniture to prevent damage to the flooring from their furniture.
- 11) The Tenant agrees to pay for an ozone treatment should the interior of the property or Premises have lingering cooking smells and/or cigarette/marijuana odours.
- 12) Landscaping, yard maintenance, snow removal and ice removal is the tenant's responsibility unless otherwise stated.


**SAFETY**

- 13) The Tenant must keep and observe all health, fire and police regulations of the province and city, town or municipality in which the Premises are located.
- 14) No additional renovations, electric wiring or heating units shall be installed in the Premises without the prior written consent of the Landlord.
- 15) No combustible material or flammable liquid shall be kept on the Premises except in small quantities and in containers approved for their purpose.
- 16) The balcony or patio is not used for storage. You can not store your bike or any large containers without Landlord written approval or abiding by the Condo Bylaws.
- 17) BBQs on balconies or patios in Condos with gas hookups is to be connected and only permitted. No propane unless the Landlord has provided written approval and abiding by the Condo Bylaws. If the Premises is a house, duplex, townhouse with a backyard or back deck, propane is allowed.
- 18) If the Tenant is absent or on vacation from the Premises and the Premises is unoccupied for a period of 14 (fourteen) days or longer, the Tenant shall notify the Landlord and arrange for a regular inspection by a competent person every 3 days to the Premises. Please send us an email to: [tenants@bluejeanmanagement.com](mailto:tenants@bluejeanmanagement.com). Tenants are responsible for having someone check on their unit while they are away and any damages that can occur is the Tenants responsibility.
- 19) No waterbeds are allowed on the Premises unless there is Landlord approval.
- 20) If the Premises is equipped with a wood burning fireplace, it shall be the Tenant's responsibility at the Tenant's expense to ensure the chimney is serviced prior to use and the flue is kept open while in use.
- 21) Noise shall not be permitted in the Premises which, in the opinion of the Landlord, disturbs the comfort of the neighbors to the Premises. Quiet hours are from 10pm – 7am.
- 22) No pets: any animals, reptiles, fish, birds, rodents, insects, cold blooded creatures of any kind shall not be allowed or kept in or on the Premises without Landlord approval. This also requires approval from the Condo Board abiding by the Condo Bylaws.
- 23) The Tenants who have guests stay over for longer than 2 weeks, are required to notify the Landlord for written consent and approval.
- 24) Parking is at the Tenant's own risk and the Tenant is required to park in the stall assigned to the Tenant only. Unlicensed, unregistered or inoperable vehicles parked on the Premises or Property will be removed at the Tenant's expense. Tenants are responsible to keep the parking area clean and free from any items (ie. garbage, car maintenance supplies, tires, oil leaks etc) Tenants parking in the Visitor Parking is not permitted. Always ensure your vehicle doors are locked at all times. Parking on sidewalks, front yards or back yards is strictly prohibited (especially while moving in or out of the property).
- 25) The Tenant shall not place, hang, list or expose signs anywhere in the Premises or property within or about, any placard, notice plate or signs or flags for advertising purposes, nor shall the Tenant affix to the Premises or erect thereon any radio or TV antenna or towers, without the prior written consent of the Landlord.
- 26) The Tenant will not use the mechanical or utility room other than such as its sole functional use of the Property. The tenant will not tamper, hinder, damage or withhold access to its primary function for ensuring the property is always fully equipped with heat, gas, water and electricity at all times.
- 27) The Tenant will not use the mechanical or utility room as storage that can prevent access to all necessary elements of the room.
- 28) The Tenant will not use the Premises for Crypto Mining or charge an electric vehicle on the Premises or Property unless written Landlord approval is authorized.
- 29) If the Premises includes utilities in the total cost of rent, in the case if the utilities are over and beyond a fair price, the tenant is responsible to pay the overage usage cost every 6 – 12 months.

**SIGNATURE:**


In witness whereof the Tenant and Landlord has hereunto subscribed their names signed on this day 7/24/25 in Calgary, AB Canada, hereinto above written. This Agreement shall extend to, be binding upon and endure to the benefit of the heirs, executors, administrators, successors and assigns of the Tenant. The Landlord shall deliver to the Tenant a duplicate copy of this Agreement signed by the Landlord within 21 (twenty-one) days after execution of this Agreement by the Tenant and return of this Agreement to the Landlord.

Tenant 1: Christopher Potter  
 Number & Email: 5875833169\_chris\_apotter@hotmail.  
 Signature: 

Tenant 2: Brenda Millani Potter  
 Number & Email: 4039999841/millani.brenda@gmail.c  
 Signature: 

Tenant 3: \_\_\_\_\_  
 Number & Email: \_\_\_\_\_  
 Signature: \_\_\_\_\_

Tenant 4: \_\_\_\_\_  
 Number & Email: \_\_\_\_\_  
 Signature: \_\_\_\_\_

Landlord Name: C/O Blue Jean Property Management  
 Licensed Property Manager,  
 Blue Jean Property Management  
 Signature: 



Date:

Jul 25, 2025





**BLUE JEAN**  
PROPERTY MANAGEMENT

**PRE-AUTHORIZED DEBIT FOR RENT**

Effective (date) 07/26/2025 I authorize Blue Jean Realty Inc. to  
debit my chequing account monthly on the 1<sup>st</sup> day of each month for rent of property address  
411-700 Shawnee Sq Sw.

X *BlmP*  
Tenant Signature

Christopher Potter  
Print Name

chris\_apotter@hotmail.com  
Email Address

(587) 583-3169  
Phone Number

**PLEASE ATTACH A VOID CHEQUE**

*or*

**Provide the following information:**

06779				001				3964570									
<b>Transit #</b>				<b>Institution #</b>				<b>Account #</b>									

# BLUE JEAN TENANT INSURANCE

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## GET YOUR ASSETS PROTECTED, QUICKLY AND EASILY

### COVERAGE DETAILS:

- Select your Contents Limit - starting at \$30,000
- Damages to improvements you've made to your rental unit up to 10% of the Contents Limit
- Additional living expenses (ex rental cost due to insured damage to your unit) - up to 20% of content limit
- Liability Limit of \$2,000,000, options to increase
- Jewelry -includes \$6,000 limit
- Bicycles - includes \$500 each
- Pets - \$1000
- Computer hardware pertaining to a business, at your premises - up to \$5,000.
- Cheque forgery, debit and credit-card loss
- Sewer backup Coverage - Available
- Earthquake Coverage - Available
- Home Systems Protection - Available

### SIMPLE 3 STEP PROCESS:

1. Answer a few questions
2. Get the quote
3. Bind and pay online.

Credit card & monthly payment options available



[CLICK HERE TO GET YOUR COVERAGE TODAY](#)

Use property manager code: BLUEJEAN

## WHY TENANT INSURANCE IS IMPORTANT

- It covers your valuables, furniture and personal items in case they are stolen, damaged or destroyed.
- It provides liability coverage in case someone gets hurt while in your home or if you accidentally injure someone or damage their property (including the building where you live).
- It provides coverage for any necessary expenses, such as food, clothing and hotel accommodations in the case of a claim that forces you out of your home.
- It's an inexpensive investment that could mean significant savings if you ever suffer a loss.

## ABOUT LLOYD SADD

### LOCAL TOUCH:

A strong local team that are licensed in all provinces are available to answer any questions and provide clarity on all types of insurance coverage

### NATIONAL STRENGTH:

Backing of a national organization that offers financial stability, increased market access and exceptional client services.

### PREFERRED PROGRAM:

We've negotiated preferred rates and coverages for our program and clients can expect premiums 10-15% lower than the standard market for the same coverage.

LET US HELP YOU MANAGE YOUR RISK

Edmonton, AB  
Calgary, AB  
Kelowna, BC  
1-800-665-5243

lloydsadd.com  
navacord.com  
info@lloydsadd.com

**DISCLOSURE:** If you choose to move forward with our preferred insurance partner, Lloyd Sadd, please note Blue Jean Property Management may receive a referral fee.

Local Touch. National Strength.™



**Move In / Out & Delivery Policy**

**Condominium Corporation 2011271**

**Park South**

The Board of Directors has approved the Move In /Out and Delivery Policy designed to protect the Common Property. Please follow the below instructions and submit this form to book your moves.

Moves do not need to be booked for main floor units that can move items through balcony doors or for deliveries/moves of only one elevator load/use.

1. Owners or tenants must contact the Condominium Management Company to book a move at [parksouth@bluejeancm.com](mailto:parksouth@bluejeancm.com) or through the amenity section on Condo Control. When emailing in, please make sure payment is made prior and provide this completed form.
2. Booking must be made at least **five (5) business days** in advance of the move.
3. A non-refundable fee of **\$125.00** is required. This fee covers the cost of the monitoring company who will complete a pre and post-inspection, lock off the elevator and hang protective padding if required. The fee is payable **prior** to booking via Electronic Funds Transfer (EFT) to [parksouth-eft@bluejeancm.com](mailto:parksouth-eft@bluejeancm.com) - **you must indicate your unit number and the word MOVE in the comments**. Payment with a credit card can be done when booking through Condo Control in the Amenity Section. (please note Condo Control charges a credit card fee and is non-refundable under any circumstances.)
4. Moves may only be scheduled within the following hours:  
**Monday – Saturday: (9 am – 1 pm) OR (1 pm – 5 pm)**
5. No moves will be conducted on Sundays or statutory holidays.
6. Moves are not permitted to be more than four (4) hours at a time. There is a \$50 charge for every 30 minutes (or part of a half-hour) over the allotted move time.
7. Should damage occur during the move, the damage repair costs will be charged back to the unit owner(s).
8. Boxes or other items must not be left in the elevator, front entryway, hallways, or stairways during the move.
9. The unit owners are responsible for informing their tenant(s) of the moving rules/policies and ensuring they are followed. Owners are ultimately responsible for any damages caused by their tenants and fees not paid by the tenant.
10. Violators of the moving and delivery rules/policies, including unscheduled moves, will be **fined \$500.00**.

Name: Christopher Potter Unit: 411

Email: chris\_apotter@hotmail.com Ph #: (587) 583-3169

Move In/Out Date (m/d/y) Jul 26, 2025 Time: 1PM

\*\*\*please note, this fee directly pays for the security guard to attend site to safe guard the property against damages. Refunds will not be issued if the guard is not able to lock the elevator or put up the pads as the fee is not for the use of the elevator and is only for the guard to attend.\*\*\*



RENTAL NOTICE & TENANT AGREEMENT

Condominium Corporation No. 2011271

Park South @ Fish Creek Exchange

Unit Address: 411, 700 Shawnee Square SW

Owners Name(s): C/O Blue Jean Property Management

Owners Address: 245 Forge Rd SE Calgary, AB T2H 0S9

I (we) hereby give you notice that the name(s) of the tenant(s) residing in the subject Unit is (are):

1. Tenant Name: Christopher Potter

Mobile Phone: (587) 583-3169 Alt/Home Phone: (403) 999-9841

Email: chris\_apotter@hotmail.com

Vehicle Information

Make/Model/Colour: Lincoln MKX Silver License Plate: CTR2909

2. Tenant Name: Brenda Millani Potter

Mobile Phone: (403) 999-9841 Alt/Home Phone:

Email: millani.brenda@gmail.com

Vehicle Information

Make/Model/Colour: Lincoln MKX License Plate: CTR2909

I (we), the tenants, in Unit # \_\_\_\_\_, Park South, Calgary, AB, agree to comply with the use and occupancy regulations of the Bylaws of Condominium Corporation No. 2011271 and acknowledge an understanding of the authority of the Board of Directors for the Corporation, which includes Pursuant to Section 54 of the Condominium Property Act (Alberta), the Board has the legal authority to evict tenants. The Board has the legal authority to levy fines against a unit where the residents contravene a Bylaw. The owner of the unit may then, at their discretion, pursue collection of the same from the tenant.

I understand that for liability purpose, all correspondence regarding the unit must go to the unit owner. The unit owner is then responsible to communicate with the condominium manager. The tenant should communicate directly with the condominium manager in the event of an emergency (flood, water leak or loss of essential service).

SIGNED this 25th day of July, 2025

In the presence of:

Tenant Signature

Christopher Potter
Tenant (Print Name)

Tenant Signature

Brenda Millani Potter
Tenant (Print Name)

Owner/Landlord Signature

C/O Blue Jean Property Management
Owner/Landlord (Print Name)



**INTERCOM SET-UP/CHANGE ORDER**



Please Print

Property Address and Unit Number:	411, 700 Shawnee Square SW
Today's Date:	Jul 24, 2025
Intercom Phone Number: <b>Must be a local number and only one phone number can be added</b>	(587) 583-3169
Last Name and First Initial to be Displayed: <b>Example: DOE, J **only one display name can be shown**</b>	Potter, C
Move In Date:	07/26/2025
Email Address:	chris_apotter@hotmail.com

Rental Notice & Tenant Agreement must be completed and returned before any intercom can be set up for tenant(s).

Tenants are responsible for their visitors.

Please sign to authorize the change. If the unit is rented, please print both the name of the owner(s) and the tenant(s). Only one signature is required.

	Owner(s)	Tenant(s)
Print Name(s):	C/O Blue Jean Property Management	Christopher Potter
Phone Number:	403.536.7095	5875833169
Signature:		
Date:	Jul 25, 2025	Jul 25, 2025

**\*\* Instructions: when someone calls the phone number provided from the intercom, you will answer the call and press and hold 9 for a few seconds to signal the door to unlock.\*\***

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

**221215410**

**ORDER NUMBER: 49348562**

**ADVISORY**

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

FORM 3  
CONDOMINIUM PROPERTY ACT  
SECTION 32

NOTICE OF CHANGE OF BY-LAWS

CONDOMINIUM CORPORATION NO. 2011271 hereby certifies that, by a special resolution passed on the 22<sup>nd</sup> day of July, 2020, the by-laws applicable to the Corporation were added to, amended or repealed as follows:

"UPON MOTION DULY MADE AND SECONDED IT WAS RESOLVED that the by-laws applicable to Condominium Plan No. 2011271, being the by-laws set forth in Appendix I of the Condominium Property Act, are hereby repealed and the by-laws attached to this Notice are passed in substitution and replacement therefor, effective as of the date on which the Registrar of the Land Titles Office for the Alberta Land Registration District has made a memorandum of the filing hereof on the said Condominium Plan."

The seal of Condominium Corporation No. 2011271 was hereunto affixed on the 22<sup>nd</sup> day of July, 2020, in the presence of Alan Christensen, Patrick Briscoe and Pat Armand, Directors.



CONDOMINIUM CORPORATION  
NO. 2011271

Per: Alan Christensen  
Director

Per: P. Briscoe  
Director

Per: Pat Armand  
Director

# PARK SOUTH

*at*

## FISH CREEK EXCHANGE

CALGARY, ALBERTA

BY-LAWS OF CONDOMINIUM CORPORATION NO. 2011271

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IN SUBSTITUTION FOR APPENDIX 1 BY-LAWS OF  
THE CONDOMINIUM PROPERTY ACT

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SCHEDULE A – STANDARD INSURABLE UNIT DESCRIPTION

PARK SOUTH AT FISH CREEK EXCHANGE

CALGARY, ALBERTA

BY-LAWS OF CONDOMINIUM CORPORATION NO. 2011271

1. DEFINITIONS AND INTERPRETATION

These By-laws have been enacted by Condominium Corporation No. 2011271 to replace the By-laws set out in the Schedule to the Act. The following definitions shall apply to all parts of these By-laws:

- (a) **"Act"** means the *Condominium Property Act*, R.S.A., 2000, Chapter C-22 and accompanying Regulation as amended from time to time or any statute or statutes passed in substitution therefor;
- (b) **"Apartment Unit"** and **"Apartment Unit Owner"** mean, respectively, those Units in the two Buildings as shown on the Condominium Plan, and the persons who are registered as "Owners" thereof, respectively;
- (c) **"Applicable Law"** means all applicable provisions of laws, statutes, ordinances, by-laws, rules, regulations and orders of all governmental, legislative, administrative or other bodies (whether federal, provincial, municipal or otherwise);
- (d) **"Board"** means the Board of Directors of the Corporation elected pursuant to the By-laws;
- (e) **"Board Members"** means duly elected members of the Board;
- (f) **"Building"** or **"Buildings"** means for purposes of these By-laws and the Act, the Project buildings on the Parcel composed of the Units, Common Property and Common Area Units, as the case may be, and any portion of the Buildings composing a Residential Unit shall be designated as part of a Unit;
- (g) **"By-laws"** means the by-laws of the Corporation, as amended from time to time;
- (h) **"Capital Replacement Reserve Fund"** means a fund established in accordance with the provisions of the Act, to be used for major repairs and replacements of any portions of the Units for which the Corporation is responsible, any real and personal property of the Corporation, the Common Area Units and the Common Property;
- (i) **"Capital Replacement Reserve Fund Plan"** means the plan adopted by the Board in order to establish a Capital Replacement Reserve Fund for the purposes of providing sufficient funds which can reasonably be expected to cover the cost of major repairs, maintenance, or replacement of the Common Area Units and the Common Property, or the components thereof;
- (j) **"Capital Replacement Reserve Fund Study"** means the study to be undertaken by the Board in order to prepare a report in respect of the Common Area Units and the Common Property, for the purposes of determining the life expectancy of the Common Property, and the estimated costs of repair or replacement of the Common Area Units and the Common Property, or components thereof;
- (k) **"Common Area Units"** means the Unit or Units to be transferred to the Corporation by the Developer upon completion of the Project;

- (l) "**Common Expenses**" mean the expense of performance of the objects and duties of the Corporation and any expenses specified as Common Expenses in these By-laws;
- (m) "**Condominium Plan**" means Phased Condominium Plan registered by the Developer under the Act as No. 2011271;
- (n) "**Common Property**" means:
- (i) so much of the Parcel as is not comprised in or does not form part of a Unit shown on the Condominium Plans; and
  - (ii) the Common Area Units;
- which the Corporation is to administer, control, manage, maintain and repair by these By-laws, including the personal property and equipment owned by the Corporation;
- (o) "**Corporation**" means the corporation constituted under the Act by the registration of the Condominium Plan;
- (p) "**Developer**" means Shawnee Park Inc., in its capacity as title nominee for Graywood Shawnee Limited Partnership;
- (q) "**Improvements and Betterments**" means those enhancements, renovations or modifications to the Residential Unit during construction by the Developer or at a later date, which increases the kind, quantity or quality of the finishing, materials, fixtures or construction over that of a standard Residential Unit as constructed by the Developer;
- (r) "**Insurance Trustee**" means a person, firm or corporation selected from time to time on resolution of the Board, whose duties include the receiving, holding and disbursing of proceeds of policies of insurance pursuant to these By-laws and the Act. If no Insurance Trustee is appointed, then the Board is the Insurance Trustee;
- (s) "**Interest Rate**" means that rate of interest per annum which may be or shall become payable hereunder by an Owner in respect of monies owing by him to the Corporation, which shall be Eighteen (18%) percent on the earliest date on which any portion of the said monies becomes due and payable by an Owner;
- (t) "**Manager**" means the professional manager first retained by the Developer or any successor contractually appointed by the Board;
- (u) "**Mortgagee**" means the holder of a mortgage registered against the title to one or more Units;
- (v) "**Municipal**" or "**Municipality**" means the City of Calgary;
- (w) "**Ordinary Resolution**" means a resolution:
- (i) passed at a properly convened meeting of the Corporation by a majority of all the persons present or represented by proxy at the meeting and entitled to exercise the powers of voting conferred by the Act or these By-laws; or
  - (ii) signed by a majority of all the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or these By-laws and representing more than 50% of the total Unit Factors for all the Units;
- (x) "**Owner**" means a person who is registered as the owner of the fee simple estate in a Unit;

- (y) **"Parcel"** means the land comprised in the Condominium Plan;
- (z) **"Parking Unit"** means the Units used for vehicular parking as shown on the Condominium Plan;
- (aa) **"Privacy Area(s)"** means any area granted to an Owner pursuant to By-laws 5 and 58;
- (bb) **"Project"** means the "Park South at Fish Creek Exchange Condominium Project" constructed by the Developer in Calgary, Alberta;
- (cc) **"Regulation"** means the *Condominium Property Regulation* currently being Alberta Regulation 168/2000 and any other regulation made from time to time in substitution, replacement or addition thereto by the Lieutenant Governor in Council in Alberta pursuant to the Act;
- (dd) **"Residential Unit"** means those Units for residential use as shown on the Condominium Plan;
- (ee) **"Special Resolution"** means:
  - (i) a resolution passed at a properly convened meeting of the Corporation, of which at least seven (7) days' notice specifying the proposed resolution has been given, by a majority of not less than 75% of all the persons entitled to exercise the power of voting conferred under the Act or these By-laws and not less than 75% of the total Unit Factors for all the Units; or
  - (ii) a resolution signed by not less than 75% of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the power of voting conferred by the Act or these By-laws and representing not less than 75% of the total Unit Factors for all the Units;
- (ff) **"Standard Insurable Unit Description"** means the standard features found in the Residential Units as set forth in Schedule "A" attached hereto;
- (gg) **"Storage Locker Unit"** means the Units for private storage use as shown on the Condominium Plan;
- (hh) **"Townhome Unit"** and **"Townhome Unit Owner"** mean, respectively, those Units as shown on the Condominium Plan, and the persons who are registered as "Owners" thereof, respectively;
- (ii) **"Units"** means:
  - (i) the Residential Units, being spaces that are situated within a Building and described as Units in the Condominium Plan by reference to floors, walls and ceilings (including, but not limited to, paint, wallpaper, ceiling stipple, drywall or any substance used in lieu thereof and installed throughout the total Residential Unit) within the Building;
  - (ii) land that is situated within a Building and described as a Unit in the Condominium Plan by reference to boundaries governed by monuments placed pursuant to the provisions of the Surveys Act respecting subdivision surveys, including the Parking Units and Storage Locker Units;
  - (iii) all window screens and screen doors;
  - (iv) all floor coverings of whatever nature including, without limitation, carpet, carpet underlay, linoleum, tiles, hardwood and hardwood "look-alikes";
  - (v) all non-load bearing partitions, including their studs;

- (vi) all items not necessarily common to all Residential Units including, without limitation, intercommunication systems, security systems and air-conditioning systems for the Residential Unit;
- (vii) all electrical appliances and fixtures and all insulation in the Residential Unit;
- (viii) all Residential Unit plumbing (excluding heating) including pipes and fixtures, inside the Residential Unit, including, without limitation:
  - (A) bathroom fixtures such as baths, toilets and sinks;
  - (B) bathtub trap;
  - (C) kitchen sink and pipes under sink;
  - (D) all water taps (kitchen and bathroom);
- (ix) all interior doors and hardware; and
- (x) all Unit electrical including, without limitation, panel circuit breakers, wire, fixtures, cables and conduits within the Unit;
- (jj) "**Unit Factor**" means the unit factor for each Unit as more particularly specified or apportioned and described in and set forth on the Condominium Plan.

Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these By-laws and other expressions used in these By-laws and not defined in the Act or in these By-laws have the same meaning as may be assigned to them in the *Land Titles Act*, R.S.A. 2000, c. L-4 or the *Law of Property*, R.S.A. 2000, c. L-7 as amended from time to time or in any statute or statutes passed in substitution therefor. Words importing the singular number also include the plural, and vice versa, and words importing the masculine gender include the feminine gender or neuter, or vice versa, and words importing persons include firms and corporations and vice versa, where the context so requires.

## 2. MISCELLANEOUS PROVISIONS

- (a) The headings used throughout these By-laws are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions of any By-law;
- (b) The rights and obligations given or imposed on the Corporation or the Owners under these By-laws are in addition to any rights or obligations given or imposed on the Corporation or the Owners under the Act;
- (c) If there is any conflict between the By-laws and the Act, the Act prevails.

## 3. DUTIES OF THE OWNERS

An Owner shall:

- (a) permit the Corporation and its agents, at all reasonable times on notice (except in case of emergency when no notice is required), to enter his Unit and the Building thereon for the purpose of inspecting the Unit and maintaining, repairing or renewing pipes, wires, cables, light standards, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the Unit and capable of being used in connection with the enjoyment of any

- other Unit or Common Property, or for the purpose of maintaining, repairing or renewing the Common Property, or for the purpose of ensuring that the By-laws are being observed;
- (b) permit the Corporation and its agents, at all reasonable times, access to the Residential Unit and Common Property to maintain in good order and condition any lawn, trees or landscaped area and to maintain and repair the exterior or outside surfaces of the Buildings adjacent to the Residential Units, including exterior windows and doors and all other outside accoutrements affecting the appearance, usability, value or safety of the Parcel or the Residential Units;
  - (c) forthwith carry out all work that may be ordered by any Municipality or public authority in respect of his Unit and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Unit;
  - (d) repair and maintain his Residential Unit, including all light fixtures (and their bulbs) and doorbell push buttons attached to the exterior of his Residential Unit, excluding all exterior windows and doors, outer boundaries, walls and other outside surfaces including other outside hardware and accoutrements affecting the appearance, useability or safety of the Building, and excluding the landscaping and grounds maintenance required to be done by the Corporation and keep it in a state of good repair, except such damage as is insured against by the Corporation; and shall maintain in a reasonable manner any area which is located on or which comprises any part of the Common Property to which the Owner has been granted exclusive use pursuant to these By-laws, and if the Owner does not maintain such area to a standard similar to that of the remaining Common Property, the Corporation may give ten (10) days' notice to the Owner to this effect (save and except situations where immediate action is required, in which case the said notice period shall not be required whatsoever), and if such notice has not been complied with at the end of that period, then the Corporation may carry out such work and the provisions of these By-laws shall apply;
  - (e) not make any repairs, additions, changes or alterations to his Residential Unit, interior decoration excepted, (including load bearing and partition walls and support columns) or the Building of which his Residential Unit forms a part without first obtaining the written consent of the Corporation;
  - (f) use and enjoy the Common Property and his Unit in accordance with these By-laws and all rules and regulations prescribed by the Corporation and in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other Owners, their families or visitors;
  - (g) not use his Unit or permit it to be used in any manner for any purpose which may be illegal, injurious or that will cause nuisance or hazard to any occupier of another Unit (whether an Owner or not) or the family of such an occupier;
  - (h) notify the Corporation forthwith upon any change of ownership or of any mortgage or other dealing in connection with his Unit;
  - (i) strictly comply with the architectural and landscaping guidelines of the Corporation in effect from time to time;
  - (j) not place or erect on any Unit any structure without the prior approval by the Board prior to any placement or construction;
  - (k) not enter nor permit his family or visitors to enter upon the Unit of another Owner without the permission of that Owner;

- (l) comply strictly with these By-laws and with such rules and regulations as may be adopted pursuant thereto from time to time and cause all his tenants, family visitors, invitees and other Occupants of his Unit to similarly comply;
- (m) pay to the Corporation when due all Common Expenses levied or assessed against his Unit together with interest on any arrears thereof at the Interest Rate calculated from the due date and the Corporation is hereby permitted to charge such interest in accordance with Section 32 of the Act;
- (n) pay to the Corporation all legal expenses incurred as a result of it having to take proceedings to collect any Common Expenses levied or assessed against his Unit and all other amounts due from him to the Corporation under these By-laws, and such expenses shall be paid on a solicitor and his own client full indemnification basis;
- (o) if he wishes, the Corporation to respond to his suggestions, questions or complaints, express them in writing by electronic mail or placed in an envelope delivered to the Manager. The Board shall not be required to act on any suggestion, complaint or question that is not in writing and properly to the Manager;
- (p) deposit with the Corporation, if requested, post-dated cheques or monthly bank debit authorization for duly assessed condominium contributions for the appropriate forthcoming or remaining budgetary term;
- (q) pay to the Corporation, on demand, any service charges or bank charges or Corporation charges for any late or "dishonoured" cheque written by such Owner;
- (r) advise the Corporation as to the name of the person using a Parking Unit; and
- (s) not unreasonably interfere with the lawful activities of the Board or the Corporation.

#### 4. DUTIES OF THE CORPORATION

In addition to the duties of the Corporation set forth in the Act, the Corporation, through its Board, shall:

- (a) control, manage, maintain, repair and administer the Common Property (except as hereinbefore and hereinafter set forth) and all real property, chattels, personal property or other property owned by the Corporation for the benefit of all of the Owners and for the benefit of the entire Project;
- (b) do all things required of it by the Act, these By-laws and any other rules and regulations in force from time to time;
- (c) maintain and repair (including renewal where reasonably necessary) pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the Parcel and capable of being used in connection with the enjoyment of more than one Unit or the Common Property;
- (d) provide and maintain in force all such insurance as is required by the Act and by the provisions of these By-laws and, on the written request of an Owner or registered Mortgagee of a Unit, or the duly authorized agent of such Owner or Mortgagee, produce to the Owner or Mortgagee a certified copy of the policy or policies of insurance effected by the Corporation or a certificate or memorandum thereof and the receipt or receipts for the last premium or premiums in respect thereof;

- (e) except as otherwise specifically provided in these By-laws, maintain and repair the exterior or outside surfaces of the Buildings forming part of the Residential Units, including all exterior windows and doors and all other outside accoutrements affecting the appearance, useability, value or safety of the Parcel and the Residential Units and Common Property including:
  - (i) any lawn, trees, deck and fencing which is located on any part of the Common Property, Parcel or the Residential Units;
  - (ii) the structural maintenance of any Privacy Area which is located on any part of the Common Property;
  - (iii) all Parking Units, landscaped areas, common sidewalks and steps, parkade ramp and the parkade overhead doors;
  - (iv) all balcony rails and panels or patio walls and perimeter fencing and related posts;
  - (v) all common utility services within, on, in, under or through the Units and Common Property, including the underground sprinkler system;
  - (vi) mailboxes (excluding locks and keys which shall be the responsibility of the Owner);
  - (vii) all dryer vents, stove hood vents and bathroom vents on the exterior of the Buildings;
  - (viii) Residential Unit door numbers; and
  - (ix) light fixtures attached to the exterior of the Residential Units (excluding bulbs);
- (f) establish and enforce architectural guidelines and landscaping guidelines to preserve the character of the Parcel and the integrity of design and appearance of the improvements to the Residential Units;
- (g) collect and receive all contributions towards the Common Expenses and deposit same in a separate account with a chartered bank or trust company;
- (h) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to or for the benefit of the Parcel, the Corporation and the Owners as to the Board may seem justifiable in the management or administration of the entire Project;
- (i) remove ice, snow, slush and debris from and keep and maintain in good order and condition all areas of the Common Property designated for pedestrian traffic or outside parking and keep and maintain in good order and condition all grassed or landscaped areas of the Common Property and the Residential Unit, PROVIDED THAT the maintenance of any leased or exclusive use area designated under these By-Laws shall be the prime responsibility of the Owner to whom such leased or exclusive use area has been assigned;
- (j) provide adequate garbage receptacles or containers on the Common Property and provide for regular collection therefrom;
- (k) at all times keep and maintain for the benefit of the Corporation and all Owners copies of all warranties, guarantees, drawings and specifications, plans, written agreements, certificates and approvals provided to the Corporation pursuant to Section 46 of the Act;
- (l) not plant any trees or substantial landscaping within any lands which are the subject of an easement or similar grant to any utility company, Municipality or local authority;

- (m) provide and maintain out of the assessments to be levied by the Corporation towards the Common Expenses or otherwise such amount as the Board may determine from time to time to be fair and prudent for a replacement reserve fund and the replacement reserve fund shall be an asset of the Corporation;
- (n) subject at all times to the provisions of the parking restrictive covenant to be registered by the Developer against all Unit titles, control, manage, maintain, repair and administer on behalf of the Owners the underground parking facilities relating to the Apartment Units;
- (o) within ten (10) days of receipt of a written request from an Owner, purchaser or Mortgagee of a Unit, provide to the person making the request, a copy of the most recent Capital Replacement Reserve Fund report, reserve fund plan or annual report;
- (p) at all times keep and maintain for the benefit of the Corporation title to the Common Area Units for so long as the Corporation remains a valid, subsisting condominium corporation pursuant to the Act;
- (q) repair, replace and maintain party walls separating Residential Units. If the Owner is responsible for the reason or cause for such repair, replacement or maintenance, the cost of such repair, replacement or maintenance (or up to the amount of the insurance deductible whether an insured loss or not and regardless of whether an insurance claim is made or not) will be charged back to the responsible Owner;
- (r) post and keep posted identification signs at the boundary of the Project and such zoning signs (either at the boundary of the Project or within the Project) and such further identification signs, traffic signs and traffic control devices and internal signs (internal and adjacent to the Project) in locations and of standards and design all as may be required and determined from time to time by the Council of the Municipality throughout the continuance of the Project on the Project as a Project; and
- (s) maintain and keep current, a parking register which shall indicate the name of the Owner and Occupant of each Parking Unit.

## 5. POWERS OF THE CORPORATION

In addition to the powers of the Corporation set forth in the Act, the Corporation through its Board, may and is hereby authorized to:

- (a) purchase, hire or otherwise acquire personal property for use in connection with the maintenance, repair, replacement or enjoyment of the real and personal property of the Corporation, Units or the Common Property and to manage, sell, assign and lease, or otherwise deal with, or dispose of same;
- (b) provided that the same has been approved by Special Resolution, purchase, hire or otherwise acquire real property for use by the Corporation or the Owners in connection with their enjoyment of the Units and/or Common Property, and to manage, sell, assign, lease or otherwise deal with or dispose of the same. Any transfer, sale, grant of encumbrance or lease of Common Property shall require the consent in writing of no less than 75% of the persons having a registered interest in the Parcel and compliance with the terms and conditions of the Act and Regulation;
- (c) borrow monies required by it in the performance of its duties or the exercise of its powers provided that:
  - (i) such borrowing in excess of 15% of the current year's Common Expenses budget has been approved by Special Resolution; and

- (ii) which is the greater of (A) in excess of 15% of the Corporation's revenues as set out in the most recent financial statements prepared under section 30(4)(a) of the Act, or (B) the maximum amount of borrowing for the Corporation for that fiscal year, as adopted by a previous resolution to authorize borrowing, has been approved by Special Resolution.

Any resolution adopted in respect of the foregoing shall comply with the requirements of the Act and Regulation. By-law Section 4(c)(i) and (ii) hereof shall not apply to the Corporation if the title to all Units included in the Condominium Plan is registered in the name of the same Owner or the same group of Owners. The Board may issue a statement to a lender or a prospective lender attesting to the Corporation's maximum permitted borrowing amount, as of the date of issue, and remaining permitted borrowing amount, based on current corporate indebtedness.

- (d) secure the repayment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether levied or not), or mortgage of any property vested in it, or by combination of those means;
- (e) invest as it may determine any contributions towards the Common Expenses SUBJECT TO the restrictions set forth in Section 43 of the Act (as amended);
- (f) make an agreement with an Owner, tenant or other occupier of a Unit for the provision of amenities or services by it to the Unit or to the Owner, tenant or occupier thereof;
- (g) grant to an Owner the right to exclusive use and enjoyment of part of the Common Property or special privileges in respect thereof, including, as applicable, a patio or balcony immediately adjacent to a Residential Unit, on such terms and conditions as may be determined by the Board from time to time PROVIDED THAT such exclusive use shall be available for the benefit only of Owners, purchasers, tenants and other lawful Occupants of such Units, shall not be assignable to anyone who is not an Owner or purchaser by agreement for sale of such Unit and shall be terminable on 30 days' notice by the Corporation as against any grantee, lessee or assignee who ceases to be an Owner or purchaser under an agreement for sale of such Unit;
- (h) make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the Common Property and Units and do all things reasonably necessary for the enforcement of the By-laws for the control, management and administration of the Common Property and Unit generally including the commencement of an action under Section 36 of the Act and all subsequent proceedings relating thereto;
- (i) provide and maintain out of the assessments to be levied by the Corporation towards the Common Expenses or otherwise such amount as the Board may determine from time to time to be fair and prudent for replacement and contingency reserve funds, including funds for the replacement of the improvements on the Units and the replacement and contingency reserve funds shall be assets of the Corporation;
- (j) determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;
- (k) raise amounts so determined by levying assessments on the Owners in proportion to the Unit Factors for their respective Units or as otherwise herein provided;
- (l) charge interest under Section 40 of the Act on any contribution or Common Expenses owing to it by an Owner at the Interest Rate;
- (m) levy penalties by way of monetary sanctions, or commence such other proceedings as may be available, for the contravention of any By-law including, without limitation, the right of the

Corporation to obtain an order of the Court restricting or prohibiting the occupancy of a Unit by an Owner; and

- (n) pay an annual honorarium, stipend or salary to members of the Board in the manner and in the amounts as may be from time to time determined by Ordinary Resolution at a general meeting of the Corporation ("**General Meeting**").

#### 6. THE CORPORATION AND THE BOARD

The powers and duties of the Corporation shall, subject to any restriction imposed or direction given at a General Meeting, be exercised and performed by the Board. Every member of the Board, in exercising the powers and performing the duties of the office of member of the Board, shall:

- (a) act honestly and in good faith with a view to the best interests of the Corporation; and
- (b) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

#### 7. NUMBER ON BOARD AND INTERIM BOARD

- (a) The Board shall consist of not less than three nor more than seven Owners or spouses of Owners or representatives of Mortgagees who have notified their interests to the Corporation, and the Board shall be elected at each annual General Meeting (although members may also be elected at an extraordinary General Meeting). The number of members on the Board for the next ensuing year shall be fixed by resolution at the annual General Meeting just prior to the election of the Board. A Board member must be 18 years of age or older. Where a Unit has more than one Owner, only one Owner in respect of that Unit may sit on the Board at any point in time.
- (b) The Developer shall, no later than thirty (30) days after registration of the Condominium Plan, appoint an interim Board (the "**Interim Board**") and file at the Land Titles Office a notice in the prescribed form stating the names and addresses of the members of the Interim Board.
- (c) The Developer shall, following a change in:
  - (i) the membership of the Interim Board;
  - (ii) the name of a member of the Interim Board; or
  - (iii) the address of a member of the Interim Board;
 promptly file at the Land Titles Office a notice in the prescribed form stating the change.
- (d) The Interim Board shall hold office until a Board is elected pursuant to section 29 of the Act.
- (e) Every member of the Interim Board, in exercising the powers and performing the duties of the office of member of the Interim Board, shall:
  - (i) act honestly and in good faith with a view to the best interests of the Corporation; and
  - (ii) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
- (f) A resolution adopted by the Interim Board must be recorded and is valid even if no meeting is held on the resolution.

- (g) The Interim Board shall make reasonable efforts to pursue any remedies or claims under warranties or insurance policies respecting the real and personal property of the Corporation and the Common Property.
- (h) Where a member of the Interim Board has a material interest in any agreement, arrangement or transaction to which the Corporation is or is to become a party, that person:
  - (i) shall declare to the Interim Board that person's interest in the agreement, arrangement or transaction;
  - (ii) shall not vote in respect of any matter respecting that agreement, arrangement or transaction; and
  - (iii) shall not be counted when determining whether a quorum exists when a vote or other action is taken in respect of the agreement, arrangement or transaction.
- (i) The Developer shall, within ninety (90) days from the day that the certificates of title to Units representing fifty (50%) percent of the Unit Factors have been issued in the name of the purchasers of the Units from the Developer, convene a meeting of the Corporation at which a Board must be elected and notwithstanding the foregoing, if the Developer does not convene a meeting of the Corporation as aforesaid, an Owner may convene the meeting.
- (j) If the Developer or Interim Board arranges for a Capital Replacement Reserve Fund Study before a Board is elected under Section 29 of the Act, the Developer or Interim Board shall ensure that the Capital Replacement Reserve Fund Study is conducted by a reserve fund study provider who is at arm's length from the Developer and/or every member of the Interim Board, as the case may be.

#### **8. RETIREMENT FROM BOARD**

At each annual General Meeting of the Corporation all members of the Board whose term has expired shall retire from office and the Corporation shall elect a new members to the Board to replace the retiring members.

#### **9. ELIGIBILITY FOR RE-ELECTION TO BOARD**

A retiring member of the Board shall be eligible for re-election.

#### **10. REMOVAL FROM BOARD**

Except where the Board consists of all of the Owners, the Corporation may, by resolution at an extraordinary General Meeting, remove any member of the Board before the expiration of his term of office and appoint another person in his place, to hold office until the next annual General Meeting.

#### **11. CASUAL VACANCY ON BOARD**

Any casual vacancy on the Board may be filled by resolution of the remaining Board Members until the next annual General Meeting of the Corporation.

#### **12. QUORUM FOR BOARD**

Except where there is only one Owner and except during the period before the first annual General Meeting, a quorum of the Board is a majority of members. Any member of the Board may waive notice of a meeting before, during and after the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting. If at any time during a meeting the quorum

requirement is absent, no business of the Board shall be conducted except for procedural actions. A member of the Board may participate in a meeting of the Board by electronic means or other communication facilities if the electronic means or other communication facilities enable the Board members participating in the meeting and any other persons attending the meeting to hear each other, in which event members of the Board participating in a meeting of the Board by electronic means or other communication facilities are deemed to be present at the meeting

### **13. OFFICERS OF THE CORPORATION**

At the first meeting held after an annual General Meeting of the Corporation the Board shall elect from among its members a President, a Vice-President, a Treasurer and/or a Secretary who shall hold their respective offices until the conclusion of the next annual General Meeting of the Corporation or until their successors are elected or appointed. The President shall be the Chairman of the Board and shall have a casting vote in addition to his original vote. A person ceases to be an officer of the Corporation if he ceases to be a member of the Board. Where a person ceases to be an officer of the Corporation, the Board shall designate from its members a person to fill that office for the remainder of the term.

### **14. CHAIRMAN OF BOARD MEETINGS**

Where the President is absent from any meeting of the Board or vacates the chair during the course of any meeting, the Vice-President shall act as the Chairman and shall have all the duties and powers of the Chairman while so acting. In the absence of both the President and the Vice-President or their refusal to act as Chairman of the Board the members present shall appoint a Chairman for the meeting who shall have all the duties and powers of the Chairman while so acting. Each meeting of the Board shall be held within the Municipality unless the Owners agree by Ordinary Resolution, to hold the meeting in another location.

### **15. DUTIES OF OFFICERS**

The other duties of the officers of the Board shall be as determined by the Board from time to time.

### **16. VOTES OF BOARD**

Voting by Board members shall be governed as follows:

- (a) at meetings of the Board, all matters shall be determined by simple majority vote;
- (b) a resolution of the Board in writing signed by a majority of the members shall have the same effect as a resolution passed at a meeting of the Board duly convened and held;
- (c) a Board meeting may be held by electronic means including web, video or teleconference. An interim resolution of the Board passed by electronic means (or by e-mail) and approved by a majority vote shall have the same effect as a resolution passed at a meeting of the Board duly convened and held, and shall be documented into the minutes at the next scheduled meeting of the Board;
- (d) where a Board member has a material interest in any agreements or transactions to which the Corporation is to become a party, he must disclose his interest and refrain from voting on such agreement or transaction and shall not be counted when determining whether a quorum exists when a vote or other action is taken on the matter of conflict, in accordance with Section 28(3) of the Act; and

- (e) all Board meetings shall be conducted in accordance with the rules of procedure adopted by the Board.

**17. FURTHER POWERS OF BOARD**

The Board may:

- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member of the Board gives to the other members of the Board not less than fourteen (14) days' notice of a meeting proposed by him, specifying the reason for calling the meeting and the time and place of the meeting;
- (b) appoint or employ for and on behalf of the Corporation such agents or servants as it thinks fit in connection with the control, management and administration of the Common Property and the exercise and performance of the powers and duties of the Corporation;
- (c) subject to any restriction imposed or direction given at a General Meeting of Owners, delegate to one or more members of the Board such of its powers and duties as it thinks fit, and at any time revoke such delegation;
- (d) obtain and retain by contract the services of a Manager or of any professional real property management firm or professional real property manager or agent for such purposes (including but not so as to limit the generality of the foregoing the supervision, management and performance of any or all of the duties of the Corporation) and upon such terms as the Board may from time to time decide SUBJECT ALWAYS to the control and direction of the Corporation and the Board, such Manager to be reasonably fit and suited to perform such duties. The Manager employed by the Board need not devote its full time to the performance of duties of the Corporation so long as those duties are performed in a good and sufficient fashion. At all times when the Board consists only of nominees of the Developer no such contract shall provide for an initial term in excess of two (2) years and the termination provisions of Section 17 of the Act shall apply thereto;
- (e) enter into any insurance trust agreement in form and on terms as required by any Insurance Trustee; and
- (f) set and charge for and on behalf of the Corporation reasonable fees to compensate the Corporation for expenses it incurs in producing and providing any documents or copies required to be issued by it under the Act or pursuant to these By-laws.

**18. ADDITIONAL DUTIES OF BOARD**

The Board shall:

- (a) subject to any valid restrictions or directions given at a General Meeting of the Owners, carry on the day to day business and affairs of the Corporation;
- (b) keep minutes of its proceedings and, upon written request, provide copies thereof to Mortgagees who have notified their interests to the Corporation;
- (c) cause minutes to be kept of General Meetings of the Owners and, upon written request, provide copies thereof to Mortgagees who have notified their interests to the Corporation;
- (d) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure shall take place;

- (e) prepare proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, for each annual General Meeting;
- (f) maintain financial records of all the assets, liabilities and equity of the Corporation;
- (g) on written application of an Owner or Mortgagee, or any person authorized in writing by him, make the books of account available for inspection at all reasonable times;
- (h) cause to be prepared and distributed to each Owner and to each Mortgagee who has notified its interest to the Corporation a copy of the Financial Statement of the receipts of contributions of all Owners towards the Common Expenses and disbursements made by the Corporation and a copy of the Financial Report within ninety (90) days of the end of the fiscal year of the Corporation;
- (i) within fifteen (15) days of a person becoming or ceasing to be a member of the Board, file or cause to be filed at the Land Titles Office a notice in the prescribed form stating the name and address of that person and the day that the person became or ceased to be, as the case may be, a member of the Board;
- (j) file or cause to be filed at the Land Titles Office a notice in the prescribed form of any change in the address for service of the Corporation.

**19. DEFECTS IN APPOINTMENT TO BOARD**

All acts done in good faith by the Board are, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any member of the Board, as valid as if the member had been duly appointed or had duly continued in office.

**20. VACATING OFFICE OF BOARD MEMBER**

The office of a member of the Board shall be vacated if the member:

- (a) by notice in writing to the Corporation resigns his office; or
- (b) is in arrears more than sixty (60) days of any contribution, levy or assessment required to be made by him as an Owner; or
- (c) becomes a bankrupt as defined in the BANKRUPTCY AND INSOLVENCY ACT (CANADA); or
- (d) is more than sixty (60) days in default of a judgment by a court of any money owing to the Corporation; or
- (e) is or becomes a represented adult as defined in the ADULT GUARDIANSHIP AND TRUSTEESHIP ACT; or
- (f) dies; or
- (g) is convicted of an indictable offence for which the member is liable to imprisonment for a term of not less than two (2) years; or
- (h) is absent from meetings of the Board for a continuous period of four (4) months or four (4) consecutive meetings without the consent of the remaining members of the Board and a majority of the remaining members of the Board resolve at two (2) meetings of the Board held at least seven (7) days apart that his office be vacated; or
- (i) he ceases to qualify for membership pursuant to the By-laws; or

- (j) is removed under By-law 10; or
- (k) in the case of a company which is a member of the Board, if the company shall become bankrupt or make an assignment for the benefit of creditors or if proceedings are commenced to wind up the company, otherwise than for the purpose of amalgamation or reconstruction.

**21. SIGNING AUTHORITIES**

The Board shall determine, by resolution from time to time, the manner and which officer or officers shall sign cheques, drafts, notes and other instruments and documents, including banking forms and authorities not required to be under corporate seal, and may authorize the Manager to sign the same with or without co-signing by any officer or officers. The Board may authorize the Manager to sign Estoppel Certificates under seal on behalf of the Corporation.

**22. CORPORATE SEAL**

The Corporation shall have a common seal, which shall be adopted by resolution and which shall at no time be used or affixed to any instrument except in the presence of at least one member of the Board or by the persons as may be authorized from time to time by resolution of the Board, except that where there is only one member of the Corporation his signature shall be sufficient for the purposes of this by-law, and if the only member is a company the signature of its appointed representative on the Board shall be sufficient for the purpose of this by-law.

**23. ANNUAL GENERAL MEETINGS**

The first annual General Meeting of the Corporation must be convened by the Board no later than twelve (12) months after the registration of the Condominium Plan and thereafter, annual General Meetings shall be held once in each calendar year, and not more than fifteen (15) months shall elapse between the date of one annual General Meeting and that of the next.

Within sixty (60) days after an annual General Meeting, the Corporation shall provide and Owner or Mortgagee who has given written notice under section 26(3) of the Act (or any provisions passed in substitution therefor) with the approved minutes, or draft minutes if no minutes have been approved, of the annual General Meeting. The approved minutes or draft minutes provided in accordance with the foregoing must include records of the votes held at the annual General Meeting, recording the following:

- (a) if an Ordinary Resolution was proposed, the results of the vote; or
- (b) if a Special Resolution was proposed, (i) the number of persons entitled to exercise the power of voting who voted in favour of the resolution and the number of Unit Factors represented by those persons, and (ii) the number of persons entitled to exercise the power of voting who did not vote in favour of the resolution and the number of Unit Factors represented by those persons; and
- (c) for an election of Board Members determined by a vote, the number of votes in favour of each candidate.

**24. EXTRAORDINARY GENERAL MEETINGS**

All General Meetings other than annual General Meetings shall be called extraordinary General Meetings.

**25. CONVENING EXTRAORDINARY GENERAL MEETINGS**

The Board may whenever it thinks fit and shall upon a requisition in writing by Owners representing not less than 15% of the total Unit Factors for all the Units or upon the request in writing from Mortgagees holding registered mortgages (and who have notified their interests to the Corporation) against Units in respect of which corresponding Unit Factors represent not less than 15% of the total Unit Factors or a combination of such Owners or Mortgagees entitled to vote with respect to 15% of the total Unit Factors convene an extraordinary General Meeting, which meeting shall be held within thirty (30) days of the Board's receipt of the said requisition. The agenda for such meeting shall include and legally valid items specified by the requisitioners.

**26. NOTICE OF GENERAL MEETINGS**

Fourteen (14) days notice of every General Meeting specifying the place, the date and the hour of meeting, and in the case of special business the general nature of such business, shall be given to all Owners and Mortgagees who have notified their interests to the Corporation. Meetings of the Board and General Meetings of the Corporation must be held within the municipality in which the Units are located unless an Ordinary Resolution to hold the meetings in another location is passed at a General Meeting of the Corporation. Notice shall be given to the Owner and to such Mortgagees in the manner prescribed in these By-laws, but the accidental omission to give notice to an Owner or Mortgagee or non-receipt by an Owner or Mortgagee does not invalidate the meeting or any proceedings thereat. In computing the number of the days notice of a General Meeting required under these By-laws, the day on which the notice is deemed to have been received and the day of the meeting shall be counted. Notice of any meeting may be waived either at, before or after the meeting by persons entitled to vote at the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting.

**27. PROCEEDINGS AT GENERAL MEETINGS**

All business that is transacted at an annual or extraordinary General Meeting, with the exception of the election of the Chairman, calling of the roll, certification of proxies and proving notice of meeting, consideration of accounts and financial statements, appointment of auditors and solicitors, reports and resignation and election of members to the Board, shall be deemed special business. The nature of such special business and the text of any resolution to be submitted to the meeting must be set forth in the Notice of General Meeting in sufficient detail so as to permit an Owner or Mortgagee to form a reasoned judgement on the nature of that business. Items of special business may or may not require a Special Resolution. Unless otherwise specifically required by the Act or these By-laws, all business may be conducted by Ordinary Resolution. All General Meetings of the Corporation shall be conducted in accordance with the rules of procedure adopted by the Board. If at any time during a General Meeting the quorum requirement is absent, no business of the meeting shall be conducted except for procedural actions.

**28. QUORUM FOR GENERAL MEETINGS**

Save as in these By-laws otherwise provided, no business shall be transacted at any General Meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business and 15% of the Owners present in person or by proxy shall constitute a quorum.

**29. ADJOURNMENT FOR LACK OF QUORUM**

If within one-half hour from the time appointed for a General Meeting a quorum is not present, the persons entitled to vote who are present shall be deemed to constitute a quorum.

**30. CHAIRMAN FOR GENERAL MEETINGS**

The President of the Board or his nominee approved by the Board shall be the Chairman of all General Meetings or in his absence from the meeting or in case he shall vacate the chair, the Vice-President of the Board or his nominee approved by the Board shall act as Chairman provided always that if the President and Vice-President be absent or shall vacate the chair or refuse to act, the meeting shall elect a Chairman.

**31. ORDER OF BUSINESS FOR GENERAL MEETINGS**

The Order of Business at General Meetings, and as far as is appropriate at all extraordinary General Meetings, shall be:

- (a) if the President or Vice-President of the Board shall be absent or elects to vacate the chair or refuses to act, the election of the Chairman of the meeting;
- (b) calling of the roll and certifying the proxies;
- (c) proof of notice of meeting or waiver of notice;
- (d) reading and disposal of any unapproved minutes;
- (e) reports of officers;
- (f) reports of committees;
- (g) financial report;
- (h) appointment of auditors;
- (i) unfinished business;
- (j) new business;
- (k) election of Board;
- (l) adjournment.

**32. VOTING BY SHOW OF HANDS**

At any General Meeting a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is demanded by any Owner or registered Mortgagee present in person or by proxy. Unless a poll be so demanded, a declaration by the Chairman that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour or against the resolution. Except for matters requiring a Special Resolution, all matters shall be determined by a majority vote.

**33. POLL VOTES**

A poll, if demanded, shall be taken in whatever manner the Chairman thinks fit, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. In the case of equality in the votes, whether on a show of hands or on a poll, the Chairman of the meeting is entitled to a casting vote in addition to his original vote. A demand for a poll may be withdrawn.

**34. VOTING CALCULATION**

On a show of hands, each person entitled to vote for any Unit shall have one vote for that Unit. On a poll, the votes of persons entitled to vote shall correspond with the Unit Factors for the respective Units owned or mortgaged to them. Notwithstanding anything to the contrary herein contained, the Chairman, if he determines such procedure is prudent, may hold a vote by secret ballot in regard to election to the Board.

**35. VOTES PERSONALLY OR BY PROXY**

On a show of hands or on a poll, votes may be given either personally or by proxy.

**36. PROXIES**

- (a) Subject to the terms of this By-law 36, an instrument appointing a proxy shall be in writing and may be given to any individual by an Owner or Mortgagee who has given written notice under section 26(3) of the Act (or any provisions passed in substitution therefor), and may be either general or for a particular meeting, but a proxy need not be an Owner or Mortgagee. A non-Owner carrying a proxy from an Owner is not eligible for election to the Board as a non-Owner.
- (b) A proxy is invalid if it is given to a minor or a person other than an individual. A proxy is invalid if it is given to a manager or employee of either the Corporation or a Manager retained by the Corporation, unless the proxy contains a limitation that it was given only for the purposes of establishing quorum for a meeting.
- (c) An Owner that is not an individual may be represented in a vote (A) by a member of the board of directors of the Owner, or, if there is no board of directors, by a member of a similar body in respect of that Owner, or (B) by an individual to whom the Owner has given a proxy. Where two or more proxies are presented to a corporation in respect of the same Unit by the same Owner, only the most recently given proxy is valid.
- (d) A proxy is invalid unless it is in an electronic or hard copy format and contains at least the following elements: (A) the name and unit number of the Owner or Mortgagee giving the proxy; (B) the name of the individual to whom the proxy is given; (C) the date the proxy is given; and (D) the signature of the Owner or Mortgagee giving the proxy, or in the case of an Owner or Mortgagee that is not an individual, the signature of a person authorized to sign for that Owner or Mortgagee. A proxy may be revoked in an electronic or hard copy format.
- (e) A proxy is subject to (A) any limitations, restrictions or instructions imposed by the person who gave the proxy, and (B) any reasonable procedural restrictions set out in these By-laws or the rules of the Corporation. A proxy shall not be exercised by an individual who is not named in the proxy. A proxy expires on the earliest of (C) the expiry date set out on the proxy, (D) 6 months from the date on which the proxy was given, and (E) the date on which the person who gave the proxy ceases to be an Owner or Mortgagee of the Unit in respect of which the proxy was given.
- (f) Except to the extent that a matter is already dealt with in these By-laws, the Corporation may adopt rules respecting the use of proxies, including, without limitation, procedures respecting the presentation, verification and registration of proxies, provided that said rules may be adopted only as may be reasonably necessary for the expedient conduct of meetings or votes. Proxies must be certified before or at the outset of the general meeting at which an individual is seeking to exercise the proxy.

**37. ELIGIBILITY TO VOTE**

Except in cases where by or under the Act a Special Resolution is required, no Owner is entitled to vote at any General Meeting unless all assessments payable in respect of his Unit have been duly paid to the date thirty (30) days prior to the date of such meeting but the presence of any such defaulting Owner shall be included in the count for quorum constitution purposes pursuant to By-law 28.

**38. VOTE BY CO-OWNERS**

- (a) Co-Owners may vote by proxy but only if the proxy is jointly appointed by them or by one of the co-Owners appointed by the other or all others, as the case may be, and in the absence of such proxy, co-Owners are not entitled to vote separately on a show of hands except when a Special Resolution is required by the Act, but any one co-owner may demand a poll.
- (b) On any poll, each co-Owner is entitled to such part of the vote applicable to a Unit as is proportionate to his interest in the Unit. The joint proxy (if any) on a poll shall have a vote proportionate to the interests in the Unit of the joint Owners as do not vote personally or by individual proxy.

**39. RESOLUTION OF THE OWNERS**

A resolution of the Owners in writing signed by each Owner or his duly appointed proxy shall have the same effect as a resolution passed at a meeting of the Owners duly convened and held.

**40. SUCCESSIVE INTERESTS**

Where Owners are entitled to successive interests in a Unit, the Owner entitled to the first interest (or if his interest is mortgaged by registered first mortgage notified to the Corporation, the Mortgagee under such mortgage) is alone entitled to vote, whether on a show of hands or a poll.

**41. TRUSTEE VOTE**

Where an Owner is a trustee, he shall exercise the voting rights in respect of the Unit to the exclusion of persons beneficially interested in the trust, and those persons shall not vote.

**42. VOTING RIGHTS OF MORTGAGEE**

Notwithstanding the provisions of these By-laws with respect to appointment of a proxy, where the Owner's interest is subject to a registered mortgage and where the mortgage or these By-laws or any statute provides that the power of vote conferred on an Owner may or shall be exercised by the Mortgagee and where the Mortgagee has given written notice of his mortgage to the Corporation, no instrument or proxy shall be necessary to give the Mortgagee the said power to vote and the Mortgagee's power to vote shall not be limited or prescribed by the Owner's failure to pay assessments. A Mortgagee is not entitled to vote if any contribution payable in respect of the Owner's Unit or any other obligation owing to the Corporation in respect of the Owner's Unit or the Common Property is in arrears for more than thirty (30) days prior to the date that the power of voting may be exercised.

**43. VIOLATION OF BY-LAWS**

- (a) Any infraction or violation of or default under these By-laws or any rules and regulations established pursuant to these By-laws on the part of an Owner, his servants, agents, licensees, invitees or tenants may be corrected, remedied or cured by the Corporation and any costs or expenses incurred or expended by the Corporation in correcting, remedying or curing such infraction, violation or default shall be charged to such Owner and shall be added to and become part of the assessment of such Owner for the month next following the date when such costs or

expenses are expended or incurred (but not necessarily paid) by the Corporation and shall become due and payable on the date of payment of such monthly assessment and shall bear interest at the Interest Rate until paid;

- (b) The Corporation may recover from an Owner by an action for debt in any court of competent jurisdiction any sum of money which the Corporation is required to expend as a result of any act or omission by the Owner, his servants, agents, licensees, invitees or tenants, which violates these By-laws or any rules or regulations established pursuant to these By-laws and there shall be added to any judgment, all costs of such action including costs as between solicitor and client. Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of his rights and the exercise of his remedies;
- (c) In addition, the Corporation may exercise the powers provided for in Section 35 of the Act, namely, that upon resolution, the Board may impose non-monetary or monetary sanctions in respect of the breach of these By-laws, to be levied upon the expiry of the time specified to rectify the breach if the breach has not been rectified, provided the notice to an Owner alleging the breach shall specify the monetary or non-monetary sanction to be levied against such Owner; provided further that where an Owner fails to abide by a non-monetary sanction or to pay to the Corporation a monetary sanction imposed hereunder, the Corporation may proceed against the Owner pursuant to Section 36 of the Act to enforce the sanction including all remedies open to the Corporation under these By-laws;
- (d) In the case of monetary sanctions, the range of monetary sanctions that may be imposed on Units shall be up to the maximum amounts permitted under the Act and Regulation, as amended from time to time. The Corporation shall comply with the requirements set forth in the Act and the Regulation when imposing sanctions, including, without limitation, providing the required notices and the maximum amounts prescribed for monetary sanctions. The Corporation may register a caveat on title to the Unit of the Owner for which a monetary sanction has been levied, provided that such caveat in respect of a monetary sanction may be registered against the certificate of title of a Unit only pursuant to a writ of enforcement. Each day that an Owner, tenant or other person resident in or on a Unit contravenes these By-laws shall be considered a separate contravention.

#### **44. DEVELOPER'S RIGHTS**

- (a) As the Project is to be built in stages, the following rules shall apply:
  - (i) the Developer shall be responsible for keeping and maintaining the unimproved Units free from debris, weeds and any other unsightly matters;
  - (ii) the Corporation is not responsible to provide and service any unimproved Units until completion of construction of a residential Building thereon by the Developer;
  - (iii) development of the Residential Units, including but not limited to design and construction shall be within the sole control and discretion of the Developer without interference from the Corporation or any of the Owners. Neither the Corporation nor the Owners shall make any objections or take any steps to prevent, hinder or delay construction and completion of any of the Buildings or their amenities. The Corporation and the Owners shall, at the expense of the Developer, provide all consents to and execute all plans, leases, easements, licenses, deeds, documents or assurances required by the Developer to permit or assist development until the completion of construction of all residential Buildings. A member of the Board or officer of the Corporation shall have the power on behalf of the Corporation with or without resolution of the Owners or the Board authorizing the same, to execute and deliver on behalf of the Corporation and, if required, under its seal, any such consent, plans, leases, easements, licenses, deeds, documents or assurances required by the Developer and such member or officer so executing and

delivering such instrument shall be fully exonerated and released by the Corporation and the Owners from any claim for so doing;

- (iv) no assessment of Common Expenses shall be levied against the Developer as Owner of a Bare Land Unit in respect of such Bare Land Unit until completion of construction of a residential building thereon and titles to one or more Residential Units in such building have been transferred to Owners.
- (b) During such time as the Developer is the Owner of one or more Units in the Project (including, without limitation, undeveloped Bare Land Units), it shall have the right to maintain a reasonable number of Residential Units, whether owned or leased by it, as sales and administrative offices and/or as display Residential Units and to carry on all sales functions it considers necessary from such Residential Units and the Common Property, including erecting, placing, hanging, keeping or displaying signs, billboards, advertising materials or marketing notices or displays required in the discretion of the Developer. Further, notwithstanding By-law 51, the Developer shall be at liberty to lease any Unit or any part thereof without the consent of or notice to the Corporation or the Board. The Developer, its agents, employees and mortgage inspectors shall also have the right to enter onto any Unit and access to the Common Property in order to complete any incomplete items, repair deficiencies, inspect the Unit and make any modifications or repairs to the utilities.

#### 45. DAMAGE OR DESTRUCTION

- (a) In the event of damage or destruction as a result of fire or other casualty, the Board shall determine within sixty (60) days of the occurrence whether there has been substantial damage. For the purpose of this paragraph, substantial damage shall mean damage to the extent of 25% or more of the replacement value of all Units and Common Property immediately prior to the occurrence. Prior to making any determination under this subparagraph the Board shall obtain the opinion of an independent insurance appraiser to the effect that substantial damage has or has not occurred. If there has been substantial damage the Board shall convene an extraordinary meeting and give at least fourteen (14) days' notice by registered mail to all registered first Mortgagees;
- (b) Unless there has been substantial damage and the Owners by Special Resolution resolve not to proceed with repair or restoration within one hundred twenty (120) days after the damage or destruction, the Board shall arrange for prompt repair and restoration using proceeds of insurance for that purpose. The Board shall cause the proceeds of all insurance policies to be disbursed to the contractors engaged in such repair and restoration in appropriate progress payments. Any costs of such repairs and restoration in excess of the insurance proceeds shall constitute a Common Expense and the Board may assess all the Unit Owners for such deficiency as part of the Common Expenses. Costs of repair and restoration within the deductible of any insurance coverage shall constitute a Common Expense, unless otherwise charged to an Owner under By-law 46;
- (c) Where there has been substantial damage and the Owners resolve by Special Resolution within one hundred twenty (120) days after the damage or destruction not to repair, the Board shall on behalf of the Owners make application to terminate the condominium status of the Parcel in accordance with the provisions of the Act, and each of the Owners shall be deemed to consent to such application. Upon termination of the condominium status:
  - (i) any liens or charges affecting any of the Units shall be deemed to be transferred in accordance with their existing priorities to the interests of the respective Owners in the Parcel; and

- (ii) the proceeds of insurance shall be paid to the Corporation's Insurance Trustee (if any), or to the Owners and Mortgagees, as their respective interests may appear, in proportion to their respective interests in the Parcel;
- (d) No Owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the Owner arising from any defect or want of repair of the Common Property or any part thereof, unless such loss or damage is covered by the insurance held or required to be held by the Corporation pursuant to the Act or these By-laws, whichever is the greater;
- (e) Where the Corporation is required to enter a Unit or the Building on a Unit for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the Unit and capable of being used in connection with the enjoyment of any other Unit or the Common Property, the Corporation and its servants, employees and agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the Unit occasioned by such work and restore the Unit to its former condition, leaving the Unit clean and free from debris;
- (f) The Corporation is not responsible for any damage or loss whatsoever caused by or to any property or contents of any nature or kind in or upon a Unit or in or upon any part of the Common Property designated for the exclusive use of any Owner;
- (g) Notwithstanding anything to the contrary herein expressed or implied:
  - (i) each Owner shall be responsible to pay for damage caused to any Unit, all items in any Unit, or the Common Property by:
    - (A) himself;
    - (B) members of his family;
    - (C) his tenants or occupiers or members of their families;
    - (D) his invitees and contractors or licensees; or
    - (E) his Pets;

that are not required by these By-laws to be insured against by the Corporation (or are in fact insured against by the Corporation, whether required or not, but only up to the amount of the insurance deductible); and
  - (ii) the Corporation shall repair such damage to the Unit (for which the Corporation is responsible) or Common Property in a manner satisfactory to the Board or its representative. The Owner affected agrees to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead and profit, and all costs incurred in collection in respect of the doing of such repairs. The Board or its representative may use all or any of the remedies open to it as hereinafter set out to recover such monies for the Corporation together with interest thereon, as herein provided, for overdue assessments. Such monies shall be a charge upon his Unit to the same extent as it would be if it were a contribution levied against the Unit;

#### 46. INSURANCE

- (a) The Board, on behalf of the Corporation, shall obtain and maintain to the extent obtainable, the following insurance:

- (i) Insurance on all of the Residential Units including the Building, bathroom and kitchen fixtures initially installed therein and in respect of Residential Units in accordance with the Standard Insurable Unit Description (but excluding all Improvements and Betterments made to the Residential Units and all furnishings, fixtures and any property brought into or installed in the Residential Units by Unit Owners, current or predecessor) and all the insurable Common Property and all insurable property both real and personal of any nature whatsoever of the Corporation, and without limiting the generality of the foregoing, such insurance shall provide and include the following:
- (A) fire insurance with extended coverage endorsement insuring all the insurable Common Property and all insurable property both real and personal of any nature whatsoever of the Corporation and all of the Units including all Improvements and Betterments made to the Residential Units by the Developer (but not including furniture or other personal property of the Unit Owners) for the full replacement value of the Units and the fixtures and finishing in the Residential Units, as if all Residential Units contained the features as described in the Standard Insurable Unit Description, without deduction for depreciation, and covering the interests of and naming as insureds all Owners from time to time and also naming as insureds their Mortgagees (if such Mortgagees have given written notice of their interest to the Corporation) and the Corporation (including the Board thereof), as their respective interests may appear. Each policy shall provide that the proceeds on loss are paid to the Corporation;
  - (B) adequate coverage for boiler insurance if any boilers or pressure vessels exist;
  - (C) such other insurance and coverage for such other risks or causes as the Board may determine or as may be determined by Special Resolution;
  - (D) that no breach of any condition of any policy by any Owner or by the Corporation shall invalidate the insurance or forfeit the insurance;
  - (E) that any co-insurance clause shall be on a stated amount basis (and not on any other basis) and only in such a fashion as to not diminish the amount of any claim settlement;
  - (F) that the insurer's rights of recovery against the Corporation and the members of the Board are waived and that the insurer's rights of recovery against any Owner (and residents of an Owner's household, his spouse, the relatives of either and any other person under the age of 21 in the care of an Owner or his spouse or any guests or Occupants of a Unit) are waived except with respect to arson, fraud and vehicle impact;
  - (G) such policies may not be cancelled or substantially modified without at least sixty (60) days prior written notice to all of the insureds including all registered Mortgagees of Units;
  - (H) such policies shall also provide that the Corporation or the Insurance Trustee (as the case may be) shall have the right, at its sole option, to obtain a cash settlement (without deduction or depreciation) in the event of substantial damage to the property insured and the determination by Special Resolution of the Corporation or by order of a Court of Law having jurisdiction in that behalf to settle a scheme or to terminate the condominium status of the Corporation, and the insurer's option to reconstruct the damaged property shall be deleted or waived;

- (b) Prior to obtaining any policy of fire insurance or renewal thereof, the Board, if required to do so, shall obtain an appraisal or appraisal update from a duly qualified and reputable appraiser of real property, of the full replacement value of all of the Common Property, Units, Buildings and all of the property of the Corporation required to be insured by the Corporation, and the Board shall maintain insurance at the levels required by the Act and these By-laws and suggested by the said appraisals, provided that failure to obtain a prior or any appraisal shall not invalidate or affect any insurance placed by the Corporation.
- (c) Notwithstanding the foregoing, an Owner may carry insurance on his own Units provided that the liability of the insurers providing the insurance of the Corporation shall not be affected or diminished by reason of insurance so carried by any Owner.
- (d) Nothing in these By-laws shall restrict the right of Owners to obtain and maintain insurance of any kind in respect of the ownership or use or occupation of their Units and their personal liability as permitted by the Act or as otherwise permitted by law.
- (e) In no event shall the insurance coverage obtained and maintained by the Corporation be brought into contribution with insurance purchased by Owners or their Mortgagees.
- (f) In the event that a claim is made under any policy of insurance maintained by the Corporation, the Corporation may, in the sole discretion of the Board, acting reasonably, assess to an Owner or to a group of Owners, as the case may be, the cost of any insurance deductible paid by the Corporation with respect to any loss for which claim is made. The deductible is recoverable by the Corporation as a contribution against all other costs, charges and liabilities arising out of any loss that may be sustained or incurred by the Corporation.
- (g) The Board shall also obtain and maintain public liability insurance insuring the Corporation, the Board and the Owners against their liability for bodily injury, death and damage to property, to third parties or to the Owners and their invitees, licensees or tenants, incidental to the control, management and administration of the Corporation's real and personal property and the Common Property. Limits of liability under such insurance shall not be less than Two Million (\$2,000,000.00) Dollars inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. All policies of insurance shall include as insureds the Corporation, the Board and the members of the Board while acting within the scope of their duties as such, and any Owners while acting on behalf of the Board. Such liability insurance shall contain a cross liability clause whereby the insurance indemnifies each insured as if a separate policy had been issued to each, subject to the limit of insurance indemnity otherwise applicable not being affected.
- (h) The Board shall also obtain and maintain Directors and Officers liability insurance in an amount deemed appropriate by the Board so long as insurance is obtained at a reasonable cost as determined by the Board.
- (i) The Board shall review the insurance coverage at least annually and shall increase insurance at its discretion.
- (j) Each Owner shall purchase insurance with respect to deductibles that may be payable to the Corporation under Section 62.4 of the Regulation in respect of the Corporation's insurance policy in an amount equal to the maximum recoverable amount permitted under the Act and Regulation, as may be amended from time to time. Upon demand by the Corporation or the Manager, each Owner shall provide to the Corporation or the Manager a certificate of insurance confirming that the Owner has obtained and kept in force the insurance required by this By-law 46(j).
- (k) Subject at all times to the Act, including without limitation Section 62.4 of the Regulation, regardless of whether a claim is made under any insurance policy of the Corporation, if the Board

in its sole discretion and acting reasonably, determines that: (i) an Owner (or members of his family, his tenants or members of their families, his invitees, contractors or licensees) is responsible for the loss or damage that gave rise to the potential claim; or (ii) the loss or damage or the cause of the loss or damage that gave rise to the claim or potential claim originated from the Owner's Unit; the Corporation may, at the discretion of the Board, recover up to the amount of the deductible portion of the claim (whether a claim is made or not) from that Owner and such amount shall be recoverable by the Corporation as a contribution due to the Corporation, together with interest thereon as herein provided, for the amount of the deductible and all costs, charges and liabilities associated therewith and the collection thereof (including legal costs on a solicitor and his client full indemnification basis) incurred by the Corporation, and such monies shall be a charge upon his Unit to the same extent as it would if it were a contribution levied against the Unit.

**47. ASSESSMENTS FOR COMMON EXPENSES/CAPITAL REPLACEMENT REPAIRS/"SPLIT" BUDGETS**

- (a) Subject to subsection (s) hereof, the Common Expenses of the Corporation shall be paid by the Unit Owners in proportion to the Unit Factors for their respective Units or as otherwise specified herein, and, for the purposes of these By-laws, and without limiting the generality hereof, Common Expenses shall include the following:
- (i) All levies or charges on account of garbage removal, electricity, water, gas and fuel services and television antenna or cable services supplied to the Corporation for the Project and for the benefit of all Owners and not charged directly to any one Owner either by meter or otherwise;
  - (ii) Management fees, wages, salaries, taxes and other expenses payable to or on account of employees or independent contractors of the Corporation;
  - (iii) All the charges on account of cleaning or sweeping of the parking areas, where applicable, lawn maintenance and landscaping and for ice, snow and debris removal from Common Property and all charges on account of maintenance and repairs of the Common Property not designated as an exclusive use area;
  - (iv) All charges on account of lighting fixtures situated on Common Property charged by the Corporation;
  - (v) All charges on account of maintenance and repairs for those portions of a Unit for which the Corporation is responsible under these By-laws;
  - (vi) All charges on account of maintenance for Common Property for which the Corporation is responsible under these By-laws;
  - (vii) All costs of furnishings and equipment for use in and about the recreational facilities, the Common Property, or related amenities including the repair, maintenance or replacement thereof;
  - (viii) All charges incurred by the Corporation on account of maintenance, improvement, operation, repair, replacement or restoration of any Unit for which it is responsible or the Common Property, either in the absence of insurance coverage or within the deductible of insurance coverage, unless up to the insurance deductible amount is charged back to an Owner under these By-laws;
  - (ix) All insurance costs in respect of the insurance for which the Corporation is responsible under these By-laws and/or the Act;

- (x) The cost of maintaining fidelity bonds as provided in these By-laws;
  - (xi) The cost of borrowing money for the purpose of carrying out the duties and objects of the Corporation;
  - (xii) All costs of and charges for all manner of consultation, professional and servicing assistance required by the Corporation including without limiting the generality of the foregoing all legal and accounting fees and disbursements;
  - (xiii) All reserves for repairs and replacement of Common Property and portions of Units or Buildings the repair or replacement of which is the responsibility of the Corporation;
  - (xiv) Maintenance of the exterior walls and other structural parts of the Buildings, including exterior windows and doors of Residential Units; and
  - (xv) All charges paid for by the Corporation on behalf of the Unit Owners in respect of the annual rent charge payments/Encumbrance Payments due and payable by all Unit Owners pursuant to the terms of the "Shawnee Park Residents Association Agreement" registered against the titles to all Units as instrument no. 161 252 196;
- (b) No assessment of Common Expenses shall be levied against the Developer as Owner of a Bare Land Unit in respect of such Bare Land Unit until completion of construction of a Building thereon and titles to one or more Residential Units in such Building have been transferred to Owners.
- (c) At least thirty (30) days prior to the end of each fiscal year the Corporation shall deliver or mail to each Owner at the municipal address of his Residential Unit:
- (i) a copy of the budget for the ensuing fiscal year; and
  - (ii) a notice of the assessment for his contribution towards the Common Expenses for said ensuing fiscal year. Subject to By-law 47(u) below, said assessment shall be made to the Owners in proportion to their Unit Factors;
- (d) The budget shall be determined on a reasonable economic basis, be prepared in accordance with generally accepted accounting principles; shall set out by categories an estimate of the Common Expenses of the Corporation for the next fiscal year; and may include a reasonable provision for contingencies and shall include a reasonable provision for the Capital Replacement Reserve Fund as referred to in these By-laws;
- (e) Within two (2) years from date of registration of the Condominium Plan, and on or before five (5) years from the date the most recent Capital Replacement Reserve Fund Plan was approved, authorize and conduct, on behalf of the Corporation, a Capital Replacement Reserve Fund Study in regard to the Common Property and any other property owned by the Corporation (for the purposes of the Capital Replacement Reserve Fund, collectively called the "**Common Property**"), in order to:
- (i) identify what Common Property may need to be repaired or replaced within the next thirty (30) years or a time period longer than 30 years;
  - (ii) assess the present condition or state of repair of the Common Property and an estimate as to when each component of the Common Property will need to be repaired or replaced;

- (iii) estimate the costs of repairs to or replacement of the Common Property using as a basis for that estimate costs that are not less than the costs existing at the time that the Capital Replacement Reserve Fund Study is prepared;
  - (iv) identify the life expectancy of each component of the Common Property once that property has been repaired or replaced.
  - (v) identify the current level of funds in the Capital Replacement Reserve Fund (if any);
  - (vi) conduct an on site visual inspection of all visible components of the Common Property, interview Board Members, interview, to the extent the reserve fund study provider considers necessary, the Manager, if any, any employees of the Corporation or Manager, or any other person and review relevant documents, including the condominium plan, construction documents and maintenance records;
  - (vii) recommend the amount of money, if any, that should be included in or added to the Capital Replacement Reserve Fund; and
  - (viii) describe the basis for making the recommendation.
- (f) After each Capital Replacement Reserve Fund Study is completed, the reserve fund study provider must prepare and submit the Capital Replacement Reserve Fund Study to the Board in compliance with Section 23(3) of the Regulation or any section passed in lieu thereof. The Board shall prepare and adopt a Capital Replacement Reserve Fund Plan based upon the recommendations contained in the Capital Replacement Reserve Fund Study and to present the Capital Replacement Reserve Fund Plan to the Owners.
- (g) The Board shall establish and maintain a Capital Replacement Reserve Fund to be used to provide sufficient funds that can reasonably be expected to provide for major repairs and replacement of:
- (i) any real and personal property owned by the Corporation; and
  - (ii) the Common Property;
- where such repair or replacement is of a nature that does not normally occur annually.
- (h) The Capital Replacement Reserve Fund shall be maintained in a segregated trust bank account and shall not be commingled with other funds of the Corporation. The Board shall prepare and present the Owners an annual report for each fiscal year respecting the Capital Replacement Reserve Fund including at least the following: (A) the amount of the Capital Replacement Reserve Fund as of the last day of the immediately preceding fiscal year; (B) all the payments made into and out of the Capital Replacement Reserve Fund for that year and the sources and uses of those payments; (C) a list of the depreciating property that was repaired or replaced during that year and the costs incurred in respect of the repair or replacement of that property; (D) the amount of the Capital Replacement Reserve Fund projected for the current fiscal year; (E) total payments by Ordinary or Special Resolutions into, and payments out of, the Capital Replacement Reserve Fund for the current fiscal year; and (F) a list of the depreciating property projected to be repaired or replaced during the current fiscal year and the projected costs of the repairs and replacements.
- (i) The Corporation shall engage such reserve fund study provider in order to prepare the Capital Replacement Reserve Fund Study in accordance with the requirements, if any, of the Act and the Regulation. In conducting the Capital Replacement Reserve Fund Study, the Corporation shall

ensure that the reserve fund study provider complies with the requirements of the Act and Regulation, as applicable.

- (j) Subject to the terms of the Act and the Regulation, the Corporation shall, from funds levied under section 39(1)(a) or (b) of the Act maintain an operating account to be used to provide sufficient funds for the control, management and administration of the real and personal property of the Corporation, the Common Property and the payment of any other obligation of the Corporation, that are not required to be paid out of the Capital Replacement Reserve Fund.
- (k) The Common Expenses set forth in each assessment shall be payable to the Corporation, or to any other person, firm or Corporation to whom the Corporation shall direct payment to be made from time to time, in twelve (12) equal consecutive monthly instalments payable, in advance on the first day of each month, the first instalment to be made on the 1st day of the month immediately following receipt of such notice of assessment;
- (l) All payments of whatsoever nature required to be made by each Owner and not paid within ten (10) days from the due date for payment shall bear interest at the Interest Rate from the date when due until paid. All payments on account shall first be applied to interest and then to the assessment payment first due; provided further that in addition to the foregoing, the Board shall have the discretion to add a penalty of One (\$1.00) Dollar per day to each late payment until same is paid in full;
- (m) The Corporation shall, on the application of an Owner or any person authorized in writing by him, certify within twenty (20) days:
  - (i) the amount of any contribution determined as the contribution of the Owner;
  - (ii) the manner in which the contribution is payable;
  - (iii) the extent to which the contribution has been paid by the Owner; and
  - (iv) the interest owing, if any, on any unpaid balance of a contribution;

and, in favour of any person dealing with that Owner the certificate is conclusive proof of the matters certified therein;

- (n) Upon the written request of an Owner, purchaser or Mortgagee of a Unit, the Corporation shall provide the particulars, documents and materials required to be provided under Sections 44, 45 and 48 of the Act and Section 20.52(1) of the Regulation (or any provisions passed in substitution therefor). The Corporation shall retain the documents and information described or set out in the Act and Regulation (including all schedules attached thereto) in accordance with Act and Regulation, or such longer period of time as the Corporation requires. The Corporation may retain a document or information in an electronic format if the document is complete, is legible in its entirety and may be reproduced by the Corporation in an electronic format or in a hard copy format. If a version of a document in an electronic format complies with the foregoing, the version in an electronic format is considered the original document. An Owner is not precluded from making copies of any information or documents provided under Section 44 of the Act and providing copies of this information or documents to other persons.
- (o) Notwithstanding anything to the contrary hereinbefore contained, during the initial stages of development and before 95% of the Units have been occupied or sold by the Developer of the Project and prior to the second annual General Meeting being convened the following provisions will apply:

- (i) The Corporation/Developer will cause to be prepared an interim statement of anticipated Common Expenses excluding the replacement reserve fund, which may be revised and sent to the Owners every three (3) months;
  - (ii) The Owner or occupier of a Unit shall pay to the Corporation on the first day of each month, commencing on the first day of the month next following receipt by the Owner or occupier of Notice of Estimated Monthly Assessment, the amount of the estimated monthly assessment towards Common Expenses for which his Unit is responsible;
- (p) The Corporation shall reimburse the Developer for any Common Expenses incurred and paid by the Developer and the Developer shall be entitled to set-off from any assessments against the Developer as Owner of any of the Units any amount payable by the Corporation to the Owner with respect to Common Expenses until completion of construction of a Building and the Building is used or ready to be used for residential purposes;
- (q) The omission by the Corporation to fix the assessments hereunder for the next ensuing fiscal year or other period provided for herein, shall not be deemed a waiver or modification in any respect of the provisions of these By-laws or release of the Owner or Owners from their obligation to pay the assessments or special contributions, or any instalments thereof for any year or period, but the assessments fixed from time to time shall continue until new assessments are fixed. No Owner can exempt himself from liability for his contributions toward the Common Expenses by waiver of the use or enjoyment of any of the Common Property or by vacating or abandoning his Unit;
- (r) The Board or the Manager supplying any documents required to be provided in these By-laws or under Section 44 of the Act, shall be entitled to charge a reasonable fee for the production thereof;
- (s) Pursuant to subsection (a) above, the Common Expenses of the Corporation shall be paid by the Owners in proportion to the Unit Factors for their respective Units, except that:
- (i) Any expenses which, in the sole discretion of the Board, relate directly to the maintenance and operation of the Apartment Units, shall be paid by the Apartment Unit Owners in the ratio of their respective Unit Factors, or as the Board may in its sole discretion determine; and
  - (ii) Any expenses which, in the sole discretion of the Board, relate directly to the maintenance or operation of the Townhome Units, shall be paid by the Townhome Unit Owners in the ratio of their respective Unit Factors, or as the Board may in its sole discretion determine.

#### **48. SPECIAL ASSESSMENTS**

If at any time it appears that the annual assessments or contributions towards the Common Expenses will be insufficient to meet the Common Expenses, the Corporation may assess and collect a special contribution or contributions against each Unit in an amount sufficient to cover the additional anticipated Common Expenses. The Corporation shall give notice of such further assessment to all Owners which shall include a written statement setting out the reasons for the assessment and each assessment shall be due and payable by each Owner in the manner and on the date or dates specified in the notice. Each such special contribution shall be determined and assessed against the Owners in proportion to their Unit Factors subject to any other provisions in these By-laws. All such special contributions shall be payable within ten (10) days of the due date for payment as specified in the notice and if not paid shall bear interest at the Interest Rate from the due date until paid.

#### 49. DEFAULT IN PAYMENT OF ASSESSMENTS

Default in payment of assessments and lien for unpaid assessments, instalments and payments:

- (a) The Corporation shall and does hereby have a lien on and a charge against the estate or interest of any Owner for any unpaid contribution, assessment, instalment or payment due to the Corporation, which lien shall be a lien against such estate or interest subject only to the rights of any registered Mortgagee and any Municipal or local authority in respect of unpaid realty taxes, assessment or charges of any kind against the Unit title or interest of such Owner. The Corporation shall have the right to file a caveat or encumbrance against the Unit title or interest of such Owner in respect of the lien or charge for the amount of such unpaid contribution, assessment, instalment or payment as hereinbefore mentioned, and for so long as such unpaid contribution assessment, instalment or payment remains unpaid, provided that each such caveat or encumbrance shall not be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears. As further and better security, each Owner responsible for any such unpaid contribution, assessment, instalment or payment which is in arrears for more than thirty (30) days, shall give to the Corporation a mortgage or encumbrance for the full amount thereof and all contributions, assessments, instalments and/or payments, and interest thereon at the Interest Rate from the due date or dates for payment of the same, and the Corporation shall be entitled to enforce its lien, charge and security and pursue such remedies as may be available to it at law or in equity, from time to time, including the recovery by the Corporation of its legal fees and disbursements on a solicitor and his own client full indemnification basis from such defaulting Owner;
- (b) Any other Owner or person, firm, or Corporation whatsoever may pay any unpaid contribution, assessment, instalment or payment after the expiration of thirty (30) days following the due date for payment by the Owner in default, with respect to a Unit, and upon such payment, such party, person, firm or Corporation shall have a lien, subject to the estates or interests hereinbefore mentioned and shall be entitled to file a caveat or encumbrance in respect of the amount so paid on behalf of the Owner in default, and shall be entitled to enforce his lien, thereby created, in accordance with the other terms and conditions of this provision;
- (c) Notwithstanding and in addition to any other term, condition or provision herein contained or implied, each unpaid contribution, assessment, instalment or payment shall be deemed a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and collectible as such. Any action, suit or proceeding to recover such debt or to realize on any judgment therefor shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security, securing the same;
- (d) In the event of any assessment against or instalment or payment due from an Owner remaining due and unpaid for a period of ninety (90) days, the Board may give notice of such default to all Mortgagees having an interest in such Owner's Unit who have notified their interests to the Corporation;
- (e) In the event of any assessment against or instalment or payment due from an Owner remaining due and unpaid for a period of thirty (30) days, the Board, at its election, may accelerate the remaining monthly contributions, assessments, instalments and payments for the fiscal year then current upon notice to the Owner in arrears, and thereupon all such unpaid and accelerated monthly contributions, assessments, instalments and payments shall become payable on and as of the date of the said notice, PROVIDED THAT no such acceleration shall affect the interests of or be binding upon any registered Mortgagee;
- (f) Notwithstanding all other provisions hereof the lien, charge, or security created, as hereinbefore mentioned and referred to in the preceding paragraphs, shall be subject always and subordinate to, and shall not affect the rights of the holder of, any indebtedness secured by any registered

mortgage and the Corporation or other party shall, upon the request of such registered Mortgagee, at the expense of such other party or the Corporation, as the case may be, execute and deliver such postponements, agreements or instruments of subordination as the said Mortgagee shall reasonably require to fully and effectively establish or maintain its priority as a registered Mortgagee in respect of a Unit title against which it has registered its mortgage;

- (g) All reasonable costs of the Manager and legal costs and disbursements incurred by the Corporation in registering and discharging a caveat or in any way securing its interests hereunder shall constitute a payment due the Corporation.

#### **50. ESTOPPEL CERTIFICATE**

Upon written request from any Owner or Mortgagee, the Corporation shall provide an estoppel certificate signed by the appropriate signing officers of the Manager and under the corporate seal and certifying all those matters provided for in Section 43.2 of the Act (or any section passed in lieu thereof). Any certificate as to an Owner's position with regard to contributions, expense assessments or otherwise, shall be deemed an estoppel certificate and the Corporation and all of the Owners shall be estopped from denying the accuracy of such certificate against any Mortgagee, purchaser or other person dealing with the Unit Owner but this shall not prevent the enforcement against the Unit Owner incurring the said expense of all obligations of the said Unit Owner whether improperly stated in such estoppel certificate or not. The cost of an estoppel certificate requested by the Developer shall not exceed two hundred (\$200.00) dollars (or such greater amount permitted under the Act) for each estoppel certificate.

#### **51. LEASING OF UNITS**

- (a) In the event that any Owner desires to lease or rent his Unit he shall furnish to the Corporation an undertaking, in form satisfactory to the Corporation, signed by the proposed lessee or Occupant, that the proposed lessee or Occupant of the Unit will comply with the provisions of the Act and of the By-laws of the Corporation. The Owner shall not be released of any of his obligations and shall be jointly and severally liable with the proposed lessee or Occupant with respect to such obligations;
- (b) The Corporation is authorized to:
- (i) impose, collect and deal with deposits under Section 53 of the Act (or any provision passed in substitution therefor) provided that deposits required shall not exceed one month's rent for any Unit;
  - (ii) give notices to give up possession of Residential Units under Section 54 of the Act;
  - (iii) make applications to the Court under Sections 55 and 56 of the Act;
- (c) No lessee or Occupant shall be liable for the payment of contributions or assessments or Common Expenses under these By-laws unless notified by the Corporation that the Owner from whom he rents the Unit is in default of payment of contributions, in which case the lessee or Occupant shall deduct from the rent payable to the Owner, such default contributions and shall pay the same to the Corporation. Any such payment by a lessee or Occupant of an Owner shall be deemed to be a rental payment made to the Owner.
- (d) The Board may charge an extra fee for a moving damage deposit, extra security, supervision of move-ins and move-outs and extra parking passes for lessees or Occupants of Owners. The Manager must be given forty eight (48) hours' notice of any such move-in or move-out.

**52. SEVERABILITY**

The provisions hereof shall be deemed independent and severable and the invalidity in whole or in part of any By-law does not affect the validity of the remaining By-laws, which shall continue in full force and effect as if such invalid portion had never been included herein.

**53. NOTICES**

Unless otherwise expressly provided in these By-laws, service of any notice required to be given under the Act or under these By-laws shall be well and sufficiently given if sent by prepaid registered mail to the Owner at the address of his Residential Unit; or if left with him or some adult person at the said address or to the Corporation at its address for service shown on the Condominium Plan; or to a Mortgagee at its address supplied to the Corporation. Any notice given by post shall be deemed to have been sent and received forty eight (48) hours after it is posted. An Owner or a Mortgagee may at any time in writing advise the Corporation of any change of address at which notices shall be served or given and thereafter the address specified therein shall be deemed to be the address of such Owner or a Mortgagee, as the case may be, for the giving of notices. The word "notice" shall include any request, statement or other writing required or permitted to be given hereunder or pursuant to the Act or these By-laws. Notwithstanding the foregoing, where an Owner has requested and consented to receive communications from the Corporation by electronic means and has provided an electronic address for this purpose, the Corporation shall send notices including, without limitation, minutes, notices of meetings or non-compliance with the By-laws and notifications of new rules by electronic means to that address. Where the Corporation provides notices to an electronic address, the notices and any attachments to the notices must be sent in a manner that is capable of being indefinitely retained by the recipient. The Corporation is required to send notices to electronic addresses only if the electronic address is an e-mail address, or any other type of electronic address that is acceptable to the Board, as signified by a written resolution. A notice or notification sent in accordance with the foregoing shall be deemed to have been received by the Owner 24 hours after it is sent by electronic means to the electronic address of such Owner.

**54. NOTICE OF DEFAULT TO MORTGAGEES**

Where a Mortgagee has notified the Corporation of its interest, any notice of default sent to an Owner shall also be sent to the Mortgagee.

**55. DEBT RETIREMENT ON TERMINATION**

Subject to the provisions of the Act, upon termination of the condominium status for any purpose, all debts of the Corporation shall first be paid out of the assets, and the balance of the assets, if any, shall be distributed to the Owners in proportion to their Unit Factors or as otherwise stipulated by these By-laws.

**56. COMPANY WHICH IS MEMBER OF BOARD**

A company which is a member of the Board may by proxy, power of attorney or resolution of its directors appoint such person as it thinks fit to act as its representative on the Board and to attend meetings thereof and vote at such meetings on behalf of the company and such representative shall be entitled to so act provided notice in writing thereof shall have been given to the Board. Where a company is the only member of the Board a minute or resolution signed by its representative or by the alternate of its representative duly appointed pursuant to the By-Law next following shall be deemed to be a resolution of the Board.

**57. ALTERNATE BOARD REPRESENTATIVE**

A representative of a company on the Board may appoint any person whether another Owner or not and whether a member of the Board or not to serve as his alternate representative on the Board and as such to attend and vote in his stead at meetings of the Board and to do anything specifically provided for in these By-laws. Such alternate shall, if present, be included in the count for quorum and if he be a member of the Board he shall be entitled to two votes, one as a member of the Board and the other as an alternate representative of a member of the Board. If the representative so directs, notice of meetings of the Board shall be sent to the alternate representative of a member of the Board if and when the appointing representative vacates the office of a representative of a member of the Board or removes the alternate representative from office as alternate representative, and any appointment or removal under this By-law shall be made in writing under the hand of the representative making the same.

**58. EXCLUSIVE USE**

- (a) The Board may grant to an Owner a lease under Section 50 of the Act, or grant to the Owner the right to exclusive use and enjoyment of any other portion of the Common Property, or special privileges in respect thereof, and on such terms with respect to maintenance thereof as the Corporation may direct, but any such grant shall be determinable on reasonable notice, unless the Corporation by Special Resolution otherwise resolves.
- (b) If an Owner shall fail to maintain any exclusive use area assigned to him by the Board, after ten (10) days notice to him to correct any deficiencies set forth in said notice from the Board, then the Board or its representative may order the maintenance corrected and the Owner affected shall reimburse the Board for all monies expended and all costs incurred in order to rectify said maintenance problem and pay interest thereon at the Interest Rate after demand for payment.

**59. REALTY TAXES**

The realty taxes and other Municipal and governmental levies or assessments against land, including improvements, comprising all or any part of the Units and the Common Property comprising the Project shall be assessed and imposed in accordance with provisions of the Act, but until such time as the assessing authority assesses each Unit and the share in the Common Property appurtenant thereto pursuant to the Act such realty taxes and other Municipal and governmental levies or assessments shall be apportioned and adjusted amongst all the Owners according to their respective Unit Factors. Notwithstanding the foregoing, the Common Area Units will be held by the Corporation in fee simple titles and as such shall be individually assessed by the Municipal taxation authority in respect of property taxes. Therefore, each Owner's share of those property taxes (as determined by the Board with the assistance of the Manager) shall be included in the Common Expenses referred to in By-law 47 hereof.

**60. INDEMNIFICATION OF OFFICERS AND MANAGERS**

The Corporation shall indemnify every manager, officer or employee and his or her heirs, executors and administrators against all loss, costs and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a manager or officer of the Corporation, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or wilful misconduct. All liability, loss, damage, costs and expenses incurred or suffered by the Corporation by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as Common Expenses. The Corporation may, by Ordinary Resolution, require that all members of the Board be bonded by a recognized bonding institution in an amount not less than the total amount of the Capital Replacement Reserve Fund of the Corporation plus the amount equal to an estimate of six (6) months' condominium contributions, the cost of such bonding to constitute a Common Expense of the Corporation.

**61. NON-PROFIT CORPORATION**

The Corporation is not organized for profit. No member, member of the Board or person from whom the Corporation may receive any property or funds or shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations thereof. The foregoing, however, shall neither prevent nor restrict the following:

- (a) reasonable compensation may be paid to any member or manager while acting as an agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation; and
- (b) any member or manager may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation; and
- (c) members of the Board may receive an annual honorarium, stipend or salary established pursuant to By-law 5(l).

**62. USE AND OCCUPANCY RESTRICTIONS**

- (a) In this By-law,
  - (i) "Occupant" means a person present in a Unit or in or upon the real or personal property of the Corporation or the Common Property with the permission of an Owner;
  - (ii) "Owner" includes a tenant or guest;
- (b) An Owner shall not:
  - (i) use his Unit or any part thereof for any commercial or professional purposes or for any purpose which may be illegal or injurious to the reputation of the Project or for a purpose involving the attendance of the public at such Unit;
  - (ii) use or permit the use of his Residential Unit other than as a single family dwelling or for a purpose other than for residential purposes;
  - (iii) keep or allow any animal, livestock, fowl or pet of any kind (a "Pet") at any time to be in his Residential Unit or on the Common Property without the specific approval in writing of the Board first had and obtained, which approval the Board may arbitrarily withhold and may, if given, be withdrawn anytime on seven (7) days notice to that effect for any problems caused by the Pet whatsoever. Provided further that no Owner of Residential Unit shall keep or allow any more than one (1) Pet to be within his Residential Unit or on the Common Property at any time, and no Townhome Unit Owner shall keep or allow any more than two (2) Pets to be within his Townhome Unit or on the Common Property at any time. All Owners' Pets which are dogs and cats must be hand leashed and kept under control and in the custody of a responsible person at all times who shall not allow such Pets to defecate or defecate on any Common Property of the Project. Any Municipal by-law in effect in the City of Calgary with regard to any Pets whatsoever at any point in time shall have effect within the Common Property and Municipal officers are hereby authorized and are permitted to enforce City By-Laws on the Residential Units and the Common Property; provided further that an Owner shall be required to sign the Corporation's "Pet Permission Form" as required by the Corporation in the form prescribed by the Corporation from time to time;
  - (iv) make or permit noise in or about any Residential Unit or the Common Property which in the opinion of the Board is a nuisance or unreasonably interferes with the use and

enjoyment of a Residential Unit or the Common Property by any other Owner or Occupant. No instrument or other device shall be used within a Residential Unit which in the opinion of the Board causes a disturbance or interferes with the comfort of other Owners;

- (v) do any act or permit any act to be done, or alter or permit to be altered his Residential Unit in any manner, which will alter the exterior appearance of the Residential Unit or any other Residential Units;
- (vi) permit laundry to be hung outside his Residential Unit;
- (vii) install any window coverings within his Residential Unit whatsoever other than fitted drapes or venetian blinds, which drapes or blinds shall be installed at the Owner's expense and shall be properly maintained by the Owner, provided the linings thereof shall at all times be complimentary to the building exterior where visible from the outdoors and such drapes or blinds shall be of such material and constitution so as not to impair the operation of the heating and air conditioning systems;
- (viii) place foil, opaque materials, political signs, "For Sale" signs or any advertising notices in or on or visible from any window of the Residential Unit;
- (ix) erect or place any building, structure, tent, or trailer, (either with or without living, sleeping or eating accommodation) on the Residential Unit or Common Property or on any exclusive use area without the prior approval of the Board;
- (x) permit, erect or hang over or cause to be erected or to remain outside any window or door or any other part of a Residential Unit or on the Common Property or on the Parcel or real property of the Corporation, clothes lines, garbage disposal equipment, recreational or athletic equipment, fences, hedges, barriers, partitions, awnings, shades, screens, miniature satellite dishes or any other matter or thing without the consent in writing of the Board first had and obtained. No television or mobile telephone or radio antenna, tower or similar structure or appurtenances thereto shall be erected on or fastened to any Residential Unit except in connection with a common television antenna or cable system as authorized by the Board and then only in accordance with the regulations therefor which may be established by the Board;
- (xi) store any combustible, inflammable or offensive goods, provisions or materials in his Unit or on the Common Property;
- (xii) do anything or permit anything to be done in his Unit or upon the Common Property or the real or personal property of the Corporation or fail to do any act or thing which will or would tend to increase the risk of fire or the rate of fire insurance premiums with respect thereto or which would render invalid any insurance maintained by the Corporation;
- (xiii) do anything or permit anything to be done by any occupier of his Residential Unit in his Residential Unit, or the Common Property that is contrary to Applicable Law
- (xiv) do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns nor place chairs, tables, children's games or toys or other objects on the lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally on the Common Property;
- (xv) deposit customary refuse and garbage outside his Residential Unit other than in proper garbage containers or as directed by the Board;

- (xvi) permit any member of his household, guests, invitees, licensees, agents or visitors to trespass on another Owner's property or on any part of the Common Property to which another Owner is entitled to exclusive occupation;
- (xvii) use any part of the Common Property for the parking of any motor vehicles except in accordance with permission in writing from the Board;
- (xviii) allow trailers, campers, boats, snowmobiles, trail bikes, all terrain vehicles, motor homes or equipment to be parked or stored other than in an area designated by the Board;
- (xix) keep outside of his garage on his Residential Unit (if applicable) or on the Common Property any private passenger automobile which is not in operating condition and being used from day to day;
- (xx) drive any motor vehicle on the Common Property at a speed in excess of 15 kilometres per hour;
- (xxi) obstruct or permit any entry, roadway, walkways or driveways or parking areas to be obstructed by his family, guests or visitors;
- (xxii) allow his Unit or exclusive use areas assigned to him to become unsanitary or unsightly in appearance;
- (xxiii) allow the area on or around the Unit to become untidy. The Board shall be at liberty to remove any rubbish or clean up the Unit and Common Property to its satisfaction and charge the expense to the Owner;
- (xxiv) allow or cause any household or personal effects or articles belonging to him to be kept anywhere except inside his respective Residential Unit when not in actual use and each Owner will comply with all reasonable requests of the Board or its representative that all household or personal effects or articles, including toys and similar belongings to an Owner's household, be put away inside such Residential Unit when not in actual use;
- (xxv) make or cause to be made any structural, mechanical or electrical alterations or additions to his Residential Unit or any load bearing wall without first having the design and specifications of such alteration or addition approved in writing by the Board. Any alteration or addition made by an Owner without such approval may be restored or removed by the Board or its duly authorized representative or representatives and any costs incurred by the Corporation as a result thereof shall forthwith be paid by such Owner to the Corporation and shall bear interest at the Interest Rate from the time such costs are incurred until paid. Without limiting the generality of this foregoing provision and all of the other use and occupancy restrictions contained in the By-laws of the Corporation, and for greater certainty:
  - (A) No type of air conditioning systems whatsoever shall be permitted by the Board to be installed by an Owner in any of the Buildings Residential Units without the specific written approval of the Board; and
  - (B) With respect to the Townhome Units, the installation therein of any and all air conditioning systems whatsoever, including, without limitation, the location of condensor units and installation of same requiring penetrations through the exterior walls of the Townhomes, shall firstly require specific written approval of the Board;

- (xxvi) fail to observe and abide by all rules and regulations established from time to time by the Board or Manager with respect to the use of any storage premises in the Building;
  - (xxvii) permit a contractor or workman to do any work in his Unit that would disturb any residents between the hours of 6:00 p.m. and 8:00 a.m. or on Saturdays, Sundays or legal holidays without the prior consent of the Board;
  - (xxviii) bring onto the Project any vehicle other than private passenger automobiles or one (1) ton trucks without the written consent of the Board;
  - (xxix) grow or cultivate or permit the growth or cultivation of any form of cannabis on the Common Property, Common Area Units, Project or in a Unit;
  - (xxx) consume or permit the consumption of cannabis on the Common Property, Common Area Units, Project or in a Unit in any form that produces any airborne particulate (either combusted or not) or has any potential to produce intoxicating effects in any person who has not chosen to consume cannabis;
  - (xxxii) smoke or allow smoking anywhere on the Common Property, Common Area Units, Project or in a Unit. An Owner shall not throw cigarette butts, matches or other smoking or combustible materials out of windows or doors;
  - (xxxiii) in respect of the "at grade" barbeque/community garden amenities located on the Common Property of one or both of the two Buildings containing the Apartment Units (the "Amenities"), breach any Applicable Law with respect to, among other things, permitted noise emanating from the Amenities; nor breach any rules and regulations implemented by the Corporation from time to time with respect to permitted hours of use of the Amenities; nor smoke whatsoever nor have or operate any devices whatsoever which produce open flames, save and except for the barbeque facilities constructed on the Common Property by the Developer, as may be modified by the Corporation from time to time; and
  - (xxxiii) charge any electric private passenger automobile, whether by trickle charger or otherwise, in the parkade without the written approval of the Board.
- (c) The Board shall make such policy statements and rules as are required to clarify the general restrictions in By-law 62 and those policy statements and rules shall have the same force as any By-laws of the Corporation provided such policy statements and rules are passed by a clear majority of the Board. The Board shall further inform all Owners of those policy statements and rules through such means as the Board deems proper.
- (d) An Owner shall ensure that his Occupants, family, invitees and licensees comply with those requirements that the Owner must comply with under By-law 62.

### **63. COMMON AREA UNITS**

The Common Area Units when created shall be transferred by the Developer to the Corporation for nominal consideration and the Corporation shall hold the Common Area Units and administer them in every way as if the Common Area Units were Common Property under the Act.

### **64. COSTS OF DEVELOPMENT**

Nothing in these By-laws shall require the Corporation to incur any cost, charge or expense in relation to the construction of the Buildings, the construction or installation of any amenities planned by the Developer or the registration of the Condominium Plan, all of which costs shall be borne

by the Developer. No assessment of Common Expenses shall be levied against a Unit until completion of construction of a Building thereon which is used or ready to be used for the purpose intended.

**65. RELEASE AND DISCHARGE OF THE DEVELOPER**

Following substantial completion of any Building and its amenities and transfer to the Corporation of the Common Area Units, subject to any warranties provided by the Developer, the Developer is released from all liabilities to the Corporation in any way arising out of the construction and development of the Building and its amenities to the Corporation.

**66. CONSENTS AND ASSURANCES BY CORPORATION**

Development of the Units as well as design and construction of the Buildings and their amenities shall be within the sole control and discretion of the Developer without interference from the Corporation or any of the Owners. Neither the Corporation nor the Owners shall make any objections or take any steps to prevent, hinder or delay construction and completion of any of the Buildings or their amenities. The Corporation and the Owners shall, at the expense of the Developer, provide all consents to, and execute all plans, leases, easements, licenses, deeds, documents or assurances required by the Developer to permit or assist such construction or completion. A member of the Board or officer of the Corporation shall have the power on behalf of the Corporation and the Owners with or without resolution of the Owners or the Board authorizing the same, to execute and deliver on behalf of the Corporation and, if required, under its seal, any such consent, plans, leases, easements licenses, deeds, documents or assurances required by the Developer and such member or officer so executing and delivering such instrument shall be fully exonerated and released by the Corporation and the Owners from any claim for so doing.

**67. AMENDMENT OF BY-LAWS**

These By-laws, or any of them, may be added to, amended or repealed by Special Resolution of the Corporation and not otherwise and the Corporation shall cause to be prepared and distributed to each Mortgagee who has notified its interest to the Corporation a notice or memorandum of any proposed amendments, addition or repeal thirty (30) days prior to the date of any such Special Resolution and thereafter provide each such Mortgagee with a copy of any registered amendment, addition or repeal.

**68. CHANGE OF LEGISLATION**

Should the Act be amended and changed in the future, then these By-laws shall be deemed to have been amended accordingly to adopt any and all such changes to the Act which are required to be adopted to enable the Corporation to operate at all times with the full powers of the Act and to use all remedies available to it under the Act.

**69. SOLICITATION, CANVASSING AND FUNDRAISING**

No person, organization or group shall be permitted to solicit, sell, canvass or fundraise on or in the Common Property of Project whether for non-profit or charitable purposes or otherwise without the written permission of the Board.

**70. RESIDENT ASSOCIATION ACCESS**

(a) In this By-law,

- (i) "Cardel" shall mean, collectively, Cardel Land Holdings Ltd. and Shawnee Land Holdings Limited Partnership;

- (ii) "Integrated Entrance Feature" means an entrance feature integrated into the sound attenuation fencing that will be constructed by Cardel abutting James McKeivitt Road S.W.;
- (iii) "Residents Association" means Shawnee Park Residents Association Ltd.;
- (iv) "Standalone Entrance Feature" means either:
  - (A) a standalone entrance feature on the Common Property in a location within a set-back area abutting the southwest corner of the intersection of 6 Street S.W. and Shawnee Drive S.W; or
  - (B) enhanced landscaping in the form of tree stands or special treatment landscaping at that location;
- (b) The Owners acknowledge that Cardel intends to construct an Integrated Entrance Feature and Standalone Entrance Feature, each of which shall be located on the Common Property in a location approved by the Corporation, acting reasonably.
- (c) Notwithstanding anything to contrary contained herein, each Owner shall permit Cardel, the Residents Association, and each of their respective agents, at all reasonable times, access to such portions of the Common Property as are reasonable necessary for the purpose of construction, maintenance and repair of the Integrated Entrance Feature and the Standalone Entrance Feature.

**SCHEDULE A  
STANDARD INSURABLE UNIT DESCRIPTION – PARK SOUTH CONDOMINIUMS**

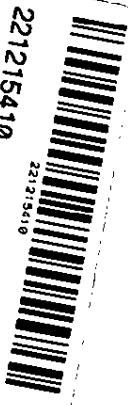
The Standard Insurable Unit Description for ALL residential Units is as follows:

<b>Item</b>	<b>Typical Standard Fixtures and Finishes</b>
Floor coverings, wall coverings and ceiling coverings:	Luxury Vinyl Plank (LVP) 4mm, Kitchen 18"H tile back and side splashes, Bathroom vanity tile back and side splashes (1 row), Tub/Shower unit tile trim, Painted walls, and Textured ceilings.
Electrical lines and fixtures, including lighting fixtures:	Ceiling Mount lighting fixtures in each Bedroom and Den Pot lights in Kitchen, Hallways, and Utility rooms Pendant lights over islands Chandelier light over dining area (table location) Vanity scone light in Bathrooms Wall mount Coach light on Balconies
Plumbing lines and fixtures:	<p>Concrete, Steel, Cast Iron, Bronze, Copper, and PVC pipe</p> <p>Peerless (Delta) "Xander" collection Kitchen sink faucet Blanco Horizon U2 double undermount sink for Kitchen Peerless (Delta) "Xander" collection Bathroom faucets Frederick York "Harbour" undermount bathroom sink Proflow "Jerritt" two-piece toilet, comfort height, elongated bowl, soft-close seat MAAX "Tsea Plus" alcove, skirted, 1-pce Tub/Shower unit MAAX "SS 3660 R/L" alcove, 1-piece Shower unit with 5mm framed, sliding glass doors (chrome trim)</p> <p>All Suites have one set of unit shut-off valves, all fixtures and laundry service have accessible, individual shut-off valves (except tub/shower and shower faucets)</p> <p>Boilers (2) – RBI MB1000 – hot water heating boilers Boiler Pumps (2) – Armstrong E22.2 STD 125 – heating H2O Heating Pumps (2) – Armstrong 4380 0205005.0 – heating H2O DHW Recirc. Pump (1) – Armstrong Astro 280SS – hot H2O Elevator Sump Pump – Stancor SE50 Sanitary Sump Pumps (2) – Myers WHRS-11-DS Storm Sump Pumps (2) – Myers WHR05-03 Domestic Water Heaters (2) – Rheem GHE100SU/SS-300A Heat Exchanger 1 – Heatlink SMP335 – Snow melt system Heat Exchanger 2 – Heatlink SMP425 – Snow melt system</p> <p>Radiation (heating water baseboard type) – Haydon HI-</p>

	<p>Output 958 (typical in all suites)  Radiation – Engineered Air WF-1A – heating H2O  Radiation – Engineered Air fin w/o enclosure – heating H2O</p>
Natural gas lines and fixtures:	<p>Banded malleable iron and carbon steel lines, no suite gas appliances.  Suite balconies have natural gas line with shut off valve for BBQ</p>
Fixtures with respect to air exchange and temperature control:	<p>MUA-1 – Engineered Air FWE143/DJS100 – vent. air - Roof  MUA-2 – Engineered Air HE221 – Parkade/Mech. Room (both have self-contained isolation and vibration)</p> <p>Cabinet Unit Heaters – various – Main vestibule, exit stairs, Mechanical room, Parkade entry, Waste &amp; Recycling room, and Parkade (general).</p> <p>Kickspace electric heater – Ouellet OCPU1002 with thermostat in some suites (in kickspace under cabinet)</p> <p>Air Conditioning (optional upgrade)– Ductless Mini-Split system:  In Suite Evaporator – Mitsubishi MS-A12WA  Balcony Condenser – Mitsubishi MU-A12WA</p> <p>In suite Programmable Thermostat – Honeywell or similar  In suite and each Bedroom Smoke Alarm/CO Detector – Kidde or similar</p>
Walls that do not form the unit's boundaries, and windows and doors located in those walls:	<p>Insulated wood stud walls with fire-rated gypsum board to the suite interior, and wood sheathing, trowel-on air barrier, and EIFS/Stone cladding/Metal siding/Fibre cement siding/CFI board exterior finish. Windows are vinyl-wrapped PVC (to match anodized aluminum) with double-glazed, Low-E, sealed units. Window types – Fixed, and/or Casement configurations and combinations.</p>
Floor structure (typical) above the Parkade	<p>Engineered wood joists with wood subfloor, acoustic underlayment and gypsum topping on top. Resilient channel and two layers of fire-rated gypsum wall board to the ceiling below.</p>
Cabinets and counter tops	<p>Painted MDF Shaker-style or Textured Melamine Flat slab cabinet fronts, quartz countertops (Kitchen &amp; Bath)</p>
Non-chattel appliances:	<p>Whirlpool top mount freezer Refrigerator, Whirlpool Ceran-top Range, Whirlpool built-in dishwasher, Whirlpool OTR Microwave/Hoodfan, and Whirlpool front-load Washer with Whirlpool front-load Dryer (stacked)</p>
Fire & Life Safety	<p>Wet-pipe fire suppression sprinkler system with surface-mounted sprinkler heads (typical throughout)  Fire alarm and detection operations – Main annunciation control panel at main vestibule</p>

	<p>In suite fire alarm with audible notification and strobe – Living area.</p> <p>In suite fire alarm with audible notification (mini-horn) with silence button – all Bedrooms.</p> <p>Common area fire alarm with audible notification and strobe light – all corridors</p>
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**RESIDENTIAL LEASE AGREEMENT**

THIS LEASE (the "Lease") dated this 24<sup>th</sup> day July, 2024

BETWEEN:

**Anthony Akhigbe and Priscilla Akhigbe**

(The "Landlord")

- AND -

**Christopher Alan Potter, Brenda Millani Potter, and Andy de Jesus Sevilla Ortega**

(The "Tenants")

(Individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenants and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

**1. Leased Property**

1. The Landlord agrees to rent to the Tenants the house, municipally described as # 68 Sinclair Crescent SW, Calgary, Alberta (the "Property"), for use as residential premises only.
2. Subject to the provisions of this Lease, apart from the Tenants, no other persons will live in the Property without the prior written permission of the Landlord.
3. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord.
4. No animals are allowed to be kept in or about the Property, without the written approval of the Landlord; except for the 2 dogs already agreed upon for which a pet charge of \$600 per pet, per annum applies.
5. The Tenants will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property.

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6. **Term**

6. The term of the Lease commences at 12:00noon on August 1st, 2024 and ends at 12:00 noon on July 31, 2025.

7. **Rent**

7. Subject to the provisions of this Lease, the monthly rent for the Property shall be \$2,800.00 (Two Thousand, Eight Hundred Dollars, only), the "Rent".
8. The Tenants will pay the Rent on or before the 1st of each and every month of the term of this Lease to the Landlord at a location to be designated by the Landlord; by cheque, direct debit from a bank or other financial institution.
9. The Tenants will be charged an additional amount of \$10.00 per day for any Rent that is received after the latter of the due date and the expiration of any grace period under the applicable legislation of the Province of Alberta (the "Act"), if any.

10. **Security Deposit**

10. On execution of this Lease, the Tenants will pay the Landlord a security deposit of \$2,800.00 (Two Thousand, Eight Hundred Dollars, only), the "Security Deposit".
11. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the Act.
12. During the term of this Lease or after its termination, the Landlord may charge the Tenants or make deductions from the Security Deposit for any or all of the following:
- a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
  - b. repainting required to repair the results of any other improper use or excessive damage by the Tenants;
  - c. unplugging toilets, sinks and drains;
  - d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;

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- e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
- f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenants or by any person whom the Tenants is responsible for;
- g. the cost of extermination where the Tenants or the Tenants' guests have brought or allowed insects into the Property or building;
- h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
- i. replacement of locks and/or lost keys to the Property and any administrative fees associated with the replacement as a result of the Tenants' misplacement of the keys; and
- j. any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenants for professional cleaning and repairs if the Tenants has not made alternate arrangements with the Landlord.

13. The Tenants may not use the Security Deposit as payment for the Rent.

#### 14. Inspections

14. The Parties will complete, sign and date an inspection report at the beginning and at the end of this tenancy. The Landlord also reserves the right to conduct inspections every three months during the duration of this lease.

#### 15. Renewal of Lease

15. This fixed lease agreement shall terminate on July 31, 2025. If the Tenants wishes to sign another Lease, He will need to notify the Landlord at least 60 days prior to the end of the subsisting lease. The new Lease shall not come into effect until both parties have signed the new lease agreement.

#### 16. Tenants Improvements

16. The Tenants may NOT make improvements to the Property.

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**17. Utilities and Other Charges**

17. The Tenants shall be responsible for the payment of the following utilities charges in relation to the premises occupied by the Tenants - Electricity, water/sewer and natural gas.

18. The Tenants is responsible for the payment of the following additional charges in relation to the Property: Internet, cable and telephone.

**19. Insurance**

19. The Tenants is hereby advised and understands that the personal property of the Tenants is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.

**20. Attorney Fees**

20. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees.

**21. Governing Law**

21. This Lease will be construed in accordance with and exclusively governed by the laws of the Province of Alberta.

**22. Severability**

22. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

23. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

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**24. Amendment of Lease**

24. This Lease may only be amended or modified by a written document executed by the Parties.

**25. Assignment and Subletting**

25. The Tenants will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

**26. Additional Clause**

26. Tenants Insurance - Tenants must carry Tenants insurance with liability in the amount of \$500,000.00.

**27. Damage to Property**

27. If the Property should be damaged other than by the Tenants' negligence or willful act or that of the Tenants employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

**28. Care and Use of Property**

28. The Tenants will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord. The tenant shall be responsible for maintenance of the grounds including the shovelling of snow on the sidewalks and mowing of lawns/trimming of bushes.

29. The Tenants will not engage in any illegal trade or activity on or about the Property.

30. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by-law.

31. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenants will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenants. The Landlord will promptly respond to any such written notices from the Tenants.

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32. If the Tenants is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenants will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.

33. At the expiration of the term of this Lease, the Tenants will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

34. The Landlord and the Tenants agree that the growing of cannabis in and around the property is strictly prohibited. The production of cannabis and its derivatives is also strictly prohibited. In the event that the landlord acting on his sole discretion, determines that the tenants and/or guests are in breach of this provision, it is understood that this will constitute a substantial and material breach of the Tenancy Agreement and the Landlord may terminate the tenancy by notice, or otherwise apply to the courts to terminate the tenancy and seek vacant possession.

### 35. Rules and Regulations

35. The Tenants will obey all rules and regulations of the Landlord regarding the Property.

### 36. Mediation and Arbitration

35. If any dispute relating to this Lease between the Parties is not resolved through informal discussion within 14 days from the date a dispute arises, the Parties agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be binding on the Parties. Any mediator or arbitrator must be a neutral party acceptable to both Parties. The cost of any mediations or arbitrations will be paid by the Tenants.

### 36. Address for Notice

For any matter relating to this tenancy, the Tenants may be contacted at the Property or through the phone numbers and emails below:

Names: **Christopher Alan Potter** Email: [chris\\_apotter@hotmail.com](mailto:chris_apotter@hotmail.com) Phone: (587)583-3169

Names: **Brenda Millani Potter** Email: [emaildabrenda@yahoo.com.br](mailto:emaildabrenda@yahoo.com.br) Phone: (403)999-9814

Names: **Andy de Jesus S. Ortega** Email: [andy.sevilla@concordhotels.com](mailto:andy.sevilla@concordhotels.com) Phone: (403) 869-1859

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For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's contact address for notice is:

Name: **Anthony Akhigbe**

Phone: **587-837-0361**

Email address: **anthony.o.akhigbe@gmail.com**

### 37. General Provisions

37. All monetary amounts stated or referred to in this Lease are based in the Canadian dollar.
38. Any waiver by the Landlord of any failure by the Tenants to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
39. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
40. All sums payable by the Tenants to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
41. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
42. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.
43. The Tenants will be charged an additional amount of \$100.00 for each N.S.F. cheque or cheques returned by the Tenants' financial institution.
44. If the Tenants moves out prior to the natural expiration of this Lease, a re-rental levy of \$1,000.00 will be charged to the Tenants. This does not remove the Tenants' responsibility for the lease until a suitable replacement Tenants has been found.
45. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
46. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
47. This Lease constitutes the entire agreement between the Parties.

Witness:

CAP BMD, AS

48. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.

49. Time is of the essence in this Lease.

IN WITNESS WHEREOF: The Parties have duly affixed their signatures on this 29<sup>th</sup> day of July, 2024.

Ad Knight  
Landlord

Schiff  
Tenants

Driver's  
License #  
177800-844

Branch - Q  
Tenants

International  
Pass Port  
GF563952

Hillway  
Tenants

Driver's  
License #  
164429-151

The Tenants acknowledges receiving a duplicate copy of this Lease signed by the Tenants and the Landlord on the \_\_\_ day of July, 2024.

Schiff  
For: Tenants

initials CAP BMS



THE  
METROPOLITAN  
APARTMENT LEASE CONTRACT

**The tenancy created by this agreement is governed by the Residential Tenancies Act (the “Act”), and if there is a conflict between this agreement and the Act, the Act prevails.**

1. **PARTIES.** This lease contract (sometimes referred to as the “lease” or the “Lease Contract”) is between you, the resident(s) (the “Resident(s)”): Christopher Potter, Brenda Millani Potter and us, the owner(s) (the “Owners”): KARMA GP LTD.

You have agreed to rent apartment number 1316 at 1235 11th Ave SW, #1316, Calgary, AB T3C 0M5 (the “apartment”) on the terms contained in this Lease Contract.

The terms “you”, “your” and “Resident” refer to all Resident(s) listed above. The terms “we,” “us,” “our” and “Owner” refer to the Owner(s) listed above (or any of Owner's successors' in interest or assigns). Written notice to or from our managers constitutes notice to or from us.

2. **OCCUPANTS.** The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

\_\_\_\_\_  
\_\_\_\_\_

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 2 consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. **LEASE TERM.** The initial term of this Lease Contract begins on 08/01/2023 and ends on 07/31/2024. This Lease Contract will automatically end on the indicated date without further formality or notice to you and you must vacate the apartment in accordance with all of the terms of this Lease Contract by such date. This Lease shall not automatically renew.

4. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$1,000.00, due on or before the date this Lease Contract is signed. If we sell the apartments, we will transfer your security deposit to the new owner who will give you any required statutory notices. In the case of multiple residents, the security deposit shall not be returned until the final Resident on the agreement has vacated and the Owner shall issue any refund cheque in the name of all Residents. It is the Residents' sole responsibility to allocate any refunded amount between themselves.

5. **KEYS AND FURNITURE.** You will be provided 2 apartment key(s), 2 mailbox key(s), and 0 other access devices for . Your apartment will be unfurnished.

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay \$2,000.00 per month for rent, payable in advance and without demand:

at the on-site manager’s office, or

at our online payment site, or

\_\_\_\_\_

Prorated rent of \$2,000.00 is due for the remainder of the [check one]:

1<sup>st</sup> month or

2<sup>nd</sup> month,

on 08/01/2023.

Otherwise, you must pay your rent, in advance, on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You will not withhold, offset or abate rent. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's cheque, money order, or one monthly cheque rather than multiple cheques. If you don't pay all rent on or before the 5th day of the month, you'll pay an initial late charge of \$25.00 plus a late charge of \$5.00 per day after that until paid in full. You'll also pay a charge of \$45.00 for each returned cheque or rejected electronic payment, plus initial and daily late charges from due date until we receive acceptable payment. After 0 cheques are returned by your bank for any reason, all future payments due during the remainder of your tenancy, notwithstanding the signing of any new lease agreements, must be certified cheque or money order only. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies

at law or in equity for such violation. All money obligations to be paid under this Lease Contract shall be considered rent. If this community has a drop box, it is provided only as a convenience to the Residents. Use of the drop box for payment of rent or any other amount and for providing notices to the Owner are at the sole risk of loss or theft of the Resident. If any payment is lost prior to receipt by the Owner, Resident agrees to immediately replace the payment at their sole cost. Resident is strongly encouraged to make all payments directly to the Owner and to obtain a receipt for all payments.

7. **UTILITIES.** We'll pay for the following items, if checked:
- |                                     |             |                                     |                |
|-------------------------------------|-------------|-------------------------------------|----------------|
| <input checked="" type="checkbox"/> | Water       | <input checked="" type="checkbox"/> | Gas            |
| <input type="checkbox"/>            | Electricity | <input type="checkbox"/>            | master antenna |
| <input checked="" type="checkbox"/> | wastewater  | <input checked="" type="checkbox"/> | trash          |
| <input type="checkbox"/>            | cable TV    | <input type="checkbox"/>            | other _____    |

**Tenant Initials** CAP BHP

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected – including disconnection for not paying your bills until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are sub-metered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with applicable laws.

8. **INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law. You hereby fully release the Owner in respect of the above. We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are required to purchase personal liability insurance. If required, failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or applicable laws.

You acknowledge and agree that no portion of the rent paid by you under this agreement will be applied to the Owner's insurance policies and that you are in no way a co-insured under any such policy. Nothing in this Lease Contract removes you from liability arising from or contributed to by your negligence or misconduct, and you agree that no insurable interest is conferred on you under any policies of insurance carried by the Owner and you have no right to receive proceeds of any of those policies.

9. **LOCKS AND LATCHES.** Keyed lock(s) will be rekeyed after the prior resident moves out. You will not re-key, change or add locks or security devices to the apartment.

**Payment for Rekeying, Repairs, Etc.** You must pay for all repairs or replacements arising from misuse or damage to devices by you or your family, occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair, install, change or rekey the same device during the 30 days preceding your request and we have complied with your request.

**Special Provisions**

10. **SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed lease form.

If you choose to terminate your lease prior to the end of the contract, you will be required to pay the remainder of the lease: \$2,000/month multiplied by the remaining length of the lease term. Please refer to page 4 section 17 of your lease contract.

See any additional special provisions.

11. **REIMBURSEMENT.** You must promptly reimburse us for any loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. In addition, unless the damage or wastewater stoppage is due to our gross negligence or wilful acts, we're not liable for, and you must pay for, repairs, replacement costs, and damage to the following if occurring during the lease term or renewal period: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

12. **PROPERTY LEFT IN APARTMENT.**

**Removal After Surrender, Abandonment, or Eviction.** If the Owner believes on reasonable grounds that the goods abandoned in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses), has a total market value less than the prescribed amount under the Act, the Owner may dispose of the goods.

If the Owner believes on reasonable grounds that the goods abandoned in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses), has a total market value of more than the prescribed amount under the Act, the Owner may store or arrange for storage of the goods for 30 days after the day of abandonment and afterwards may dispose of the goods by public auction or, with the approval of the court, by private sale. If the goods receive no bids at a public action, the Owner may dispose of the goods.

In order to claim the goods within the 30 day period, you must pay the Owner's costs of removing and storing of the goods. Once this is done, the Owner shall give up possession of the goods to you.

If storage of the goods would be unsanitary or unsafe or would rapidly result in total or substantial depreciation in their market value, or the cost of removing, storing and selling goods would exceed the proceeds of the sale, the Owner may sell the goods by a means and a price that the Owner believes is reasonable.

An Owner may apply the proceeds of any sale of abandoned goods to the Owner's goods costs of removing, storing and selling the goods and to satisfy the Residents' liabilities to the Owner in respect of the tenancy, if the liabilities are established in the regulations, and shall pay the surplus, if any, to the Executive Council of Alberta or otherwise as permitted under law.

Animals removed after surrender, abandonment, or eviction may be kenneled or turned over to local authorities or humane societies.

13. **DISCLOSURE RIGHTS.** You hereby authorize us to collect, retain and disclose your personal information in accordance with the Personal Information Protection Act of Alberta (PIPA). If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it in accordance with applicable laws.

### While You're Living in the Apartment

14. **COMMUNITY POLICIES OR RULES/FACILITIES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. After 30 days written notice, we may make changes to written rules, effective on completion of your lease term, or in a month-to-month tenancy, effective at the end of the next calendar month. You understand and agree that any and all facilities provided by us are provided as a gratuity and their use is not part of the rent that you pay. We reserve the right to change or limit the hours of any such facilities, or to eliminate them completely without prior notice to you or any other residents, and that any such action shall not constitute any claim by you for diminished rental value or a claim of default under the terms of this agreement by us.

You acknowledge and agree that, if applicable, you have been provided with all rules and regulations in respect of the apartment community and you agree that you shall comply with these bylaws, rules and regulations (as may be amended from time to time) and shall cause all of your guests and invitees to do the same.

**LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any exercise rooms, storerooms, amenity/entertainment rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside (other than in designated outdoor common areas or the provided barbeques); or solicit business or contributions. Conducting any kind of business in your apartment or in the apartment community is prohibited--except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, are a safety risk, are violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any crime involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any jurisdiction. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

15. **PROHIBITED CONDUCT.** You and your occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by law; discharging a firearm in or near the apartment community; displaying or possessing a firearm, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances flammable fuel, or anything that may increase our insurance costs; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; injuring our reputation by making bad faith allegations against us to others; or engaging in any unlawful or illegal activity.
16. **PARKING.** We may regulate the time, manner, and place of parking vehicles, cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed. A vehicle is unauthorized or illegally parked in the apartment community if it:
- (a) has a flat tire or other condition rendering it inoperable; or
  - (b) is on jacks, blocks or has wheel(s) missing; or
  - (c) has no current license plate, is not insured, or has no current registration sticker; or
  - (d) takes up more than one parking space; or
  - (e) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
  - (f) is parked in a marked handicap space without the legally required handicap insignia; or
  - (g) is parked in a space marked for manager, staff, or guest at the office; or
  - (h) blocks another vehicle from exiting; or
  - (i) is parked in a fire lane or designated "no parking" area; or
  - (j) is parked in a space marked for other resident(s) or unit(s) (including retail/commercial spaces); or
  - (k) is parked on the grass, sidewalk, or patio; or
  - (l) blocks garbage trucks from access to a dumpster; or
  - (m) otherwise does not comply with the rules and regulations for the apartment community.
17. **RELEASE OF RESIDENT.** Unless you're entitled to terminate this Lease Contract hereunder or under the Act, you won't be released from this Lease Contract for any reason, including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.
18. **MILITARY PERSONNEL CLAUSE.** You may terminate the Lease Contract if you enlist or are drafted or commissioned and on active duty in the Canadian Armed Forces. You also may terminate the Lease Contract if:
- (a) you are (i) a member of the Canadian Armed Forces or reserves on active duty or (ii) a member of the Canadian Forces Reserves called to active duty for more than 30 days in response to a national emergency declared by the Prime Minister; *and*
  - (b) you (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, (iii) are relieved or released from active duty.
- After you deliver to us your written termination notice, the Lease Contract will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or written notification from your commanding officer. Military permission for base housing does not constitute change-of-station order. After you move out, we'll return your security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (b) above will only release the resident who qualifies under (a) and (b) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependents living in the resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause. You represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. Even if you are entitled to terminate this Lease Contract under this paragraph, liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less rents from others received in mitigation under paragraph 25. You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

19. **RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other safety or security devices. **YOU AGREE TO MAKE EVERY EFFORT TO FOLLOW THE SECURITY GUIDELINES IN THIS LEASE CONTRACT.**

**Statutory Notice Regarding Smoke Detectors and Carbon Monoxide Detectors.** We'll furnish a smoke detector and carbon monoxide detector in the apartment if required by law. We'll test the smoke detector and carbon monoxide detector and provide working batteries (if applicable) when you first take possession. After that, you must maintain the smoke detector and carbon monoxide detector and replace any batteries as needed, at your expense. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke-detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable, remove, or damage smoke detectors or carbon monoxide detectors. If the foregoing is violated or you fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water. You acknowledge that we have advised you: (i) that, if applicable, the apartment is equipped with a smoke detector and carbon monoxide detector, (ii) that it's your responsibility to maintain the smoke detector and carbon monoxide detector in proper working condition, and (iii) that you may be subject to fines. You confirm, if applicable, that the smoke detector and carbon monoxide detector was operational as of the date of your inspection, and (iv) following the commencement of the lease term, you will pay for and replace the smoke detector and carbon monoxide detector batteries, if any, as needed. You must not permit or cause the removal, disconnection, or disabling of the smoke detector or carbon monoxide detector.

**Casualty Loss.** We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. Unless we instruct otherwise, you must, for 24 hours a day during freezing weather, (1) keep the apartment heated to at least 10 degrees Celsius; (2) keep cabinet and closet doors open (and close all exterior windows and balcony doors); and (3) drip hot and cold water faucets. You'll be liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

**Crime or Emergency.** Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. You won't treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

20. **CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the apartment, fixtures, and furniture in an "as is" condition without any covenant, representation or warranty by us. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in which must be completed by you and returned to us. Unless otherwise noted on the form, everything will be considered to be in a clean, safe, and good working condition upon move-in. You understand that items noted on a move in inspection form do not indicate an agreement by us to clean, repair or replace that noted item. All maintenance requests must be in writing and on a separate maintenance request form.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by applicable law or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV- cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. All light bulbs will be present and in working order upon move-out or the cost of replacing same will be deducted from your deposit(s). Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing. Notwithstanding our ownership of any such alterations we reserve the right to require you to remove the same and return the apartment to us in the same condition as it was provided to you.

21. **REQUESTS, REPAIRS, AND MALFUNCTIONS.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS, IT MUST BE SIGNED AND IN WRITING TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; broken windows, wet areas on floors, walls or ceilings; electrical problems; malfunctioning light fixtures; broken or missing locks or latches, toilets or faucets; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. If available, air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice. If the Lease Contract is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

22. **ANIMALS.** No animals (including mammals, reptiles, birds, fish, rodents and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a service animal for a disabled (handicapped) person. We may require a written statement from a qualified professional verifying the need for the service animal. You must not feed stray or wild animals. No pets will be allowed to visit the property and no "pet-sitting" shall be allowed. If a pet becomes a problem in our sole opinion, we reserve the right to require that the pet be removed from the property. Once a pet has been removed from the property, the pet deposit for that pet shall not be returned during the tenancy even though the animal is no longer on the property. If you have pets, companion or service animals, they must be secured during maintenance work. If they are not secured and pose any type of danger to Maintenance, in our sole opinion, Maintenance shall be entitled to leave the unit prior to the completion of the work and it shall be your sole responsibility to schedule a return by Maintenance for the completion of the work after the animal has been secured.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract and under applicable laws. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for solicitor's fees and litigation costs) in enforcing animal restrictions and rules. We may kennel the animal or contact a humane society or local authority for pick up. When kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's care and kenneling charges. We have no lien on the animal for any purpose.

23. **WHEN WE MAY ENTER.** Subject to and in addition to the other provisions contained in this Lease Contract and applicable law, we (or our agent or representative) may enter the apartment in the following circumstances:
- (a) at any time with your consent;
  - (b) without consent but with notice as required by the Act:
    - (i) to inspect the state of repair of the apartment;
    - (ii) to make repairs to the apartment;
    - (iii) to take necessary steps to control pests in the apartment to ensure that the apartment meets standards in that regard that are required under any applicable law;
    - (iv) for the purpose of showing the apartment, whether directly or through a real estate broker, to prospective purchasers or mortgagees of the apartment; and/or
    - (v) to show the apartments to prospective residents; and
  - (c) without consent or notice if we (or our agent or representative) have reasonable grounds to believe that:
    - (i) an emergency requires such entry, or
    - (ii) you have abandoned the premises.

24. **MULTIPLE RESIDENTS OR OCCUPANTS.** Each resident is jointly and severally liable for all lease obligations under this Lease Contract. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. In eviction proceeding, each resident is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds and deduction itemizations of multiple residents will comply with the terms of this Lease Contract.

#### Replacements

25. **REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, or assignment is allowed only when we consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:
- a reletting charge will not be due;
  - a reasonable administrative (paperwork) and/or transfer fee will be due, and a rekeying fee will be due if rekeying is requested or required; and
  - the departing and remaining residents will remain liable for all lease obligations for the rest of the original lease term.

**Procedures for Replacement.** If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; *or* (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or to a security deposit refund, but will remain liable for the remainder of the original lease term unless we agree otherwise in writing even if a new Lease Contract is signed.

#### Responsibilities of Owner and Resident

26. **RESPONSIBILITIES OF OWNER.** We'll act with customary diligence to:
- keep common areas reasonably clean, subject to paragraph 21;
  - maintain fixtures, furniture, hot water, heating and A/C equipment;
  - substantially comply with applicable federal, provincial, and municipal laws regarding safety, sanitation, and fair housing;
  - make all reasonable repairs, subject to your obligation to pay for damages for which you are liable;
  - commence steps, within 24 hours after our receipt of written notice from you (except where circumstances are beyond our control), to restore hot or cold water, heat, electricity or to remedy situations imminently hazardous to life;
  - commence steps, within 72 hours after our receipt of written notice from you (except where circumstances are beyond our control), to remove or remedy a condition that deprives you of the use of a refrigerator, range and oven, or major plumbing fixture supplied by us; and
  - commence steps, within 10 days after our receipt of written notice from you (except where circumstances are beyond our control), to repair or remedy all other items for which we are responsible that are not described in (e) or (f) above.

We have no duty to repair if the defective condition was caused by you, your guests, or others acting under your control, or if you unreasonably fail to allow us access to the apartment to make such repairs.

You may not repair items yourself and deduct the cost of repairs from your rent unless you have fully complied with the statutory requirements for doing so. Under applicable law, you must be current in your payment of rent (including utilities) before exercising any statutory or Lease Contract remedy.

27. **DEFAULT BY RESIDENT.** You'll be in default of this Lease Contract if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or the government; (6) you or any occupant is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (7) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 15; or (8) any illegal drugs or paraphernalia are found in your apartment or illegal drugs are used in your apartment.

**Eviction – Nonpayment of Rent.** If you default in rent payment, we may end your right of occupancy by giving you notice in accordance with the Act. Notice may be by: (1) personal delivery to any resident; (2) if a resident is unavailable, personal delivery at the apartment to any occupant of suitable age and discretion in addition to regular mail delivery to a resident; (3) if no one of suitable age and discretion is home, by leaving a copy of the notice in a conspicuous place in the unit or on the door, delivering a copy to any person in the apartment (if one can be found), and mailing notice to a resident; or (4) otherwise permissible in accordance with the Act. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations. After giving notice to vacate or filing an action or seeking an order, we may still accept rent or other sums due; the filing or acceptance doesn't waive or diminish our rights and remedies, or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages, or to past or future rent or other sums; or to continue with eviction or other proceedings.

If you default other than by nonpayment of rent, we may end your right of occupancy by giving you notice in accordance with the Act, if required, and if no notice is required, then without notice. Notice may be given in the same manner as the nonpayment of rent notice described above. You understand that if you are given a notice to pay or comply or vacate and choose to vacate the apartment during the period of the notice, that you shall remain liable for the rent through the end of the lease term or the next month in the case of a month-to-month tenancy.

**Acceleration.** All monthly rent for the rest of the lease term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the lease term or renewal period ends; and (2) you've not paid all rent for the entire lease term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted.

**Holdover.** You or any occupant, invitee, or guest must not hold over beyond the end of the term of this Lease Contract, the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing), as applicable. A holdover will only occur with our specific written consent and then, without limiting our rights or remedies under this Lease Contract at law or in equity and subject always to the Act, then to the extent permissible at law and at our sole election: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then existing rent, without notice; (3) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the lease term for up to one month from the date of notice of lease extension by delivering written notice to you or your apartment while you continue to hold over and a periodic tenancy shall not be created. Nothing contained in the foregoing shall be implied to grant you permission to occupy the apartment past the end of the initial term (as may be extended or renewed) nor shall the same fetter our rights or remedies under this Lease Contract, at law or in equity.

**Other Remedies.** We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10, in addition to other sums due. Upon your default, we have all other legal remedies, including lease termination, available under this Lease Contract, at law or in equity. We will be allowed to seek costs and interest from you including solicitor's fees and disbursements on an own client basis and all other litigation costs. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for solicitor's fees and litigation costs). All unpaid amounts bear 12% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

#### General Clauses

28. **MISCELLANEOUS.** Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights, or our acceptance of rent after a notice of non-compliance or non-payment isn't a waiver under any circumstances. Except when notice or demand is required by law, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding.

Exercising one remedy won't constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read

or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. You shall attorn to all existing and future recorded mortgages, at lender's option. This Lease Contract and the tenancy thereby created shall not be registered in any public registry as such, by notice or by caveat. All lease obligations must be performed in the City where the apartment is located. The parties attorn to the courts of the jurisdiction in which the apartment is located.

All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

**Obligation to Vacate.** Resident shall vacate the Premises and removal all of Resident's personal property therefrom at the expiration of the lease term without further notice or demand from Owner.

**FORCE MAJEURE:** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the reasonable control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

29. **PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 12 or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent regardless of notations on cheques or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.
30. **SEVERABLE.** If any provision of this Lease Contract is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.

### Security Guidelines for Residents

31. **SECURITY GUIDELINES.** We'd like to give you some important safety guidelines. We recommend that you follow these guidelines and use common sense in practicing safe conduct. Inform all other occupants in your dwelling, including any children you may have, about these guidelines.

#### **PERSONAL SECURITY--WHILE INSIDE YOUR APARTMENT**

- (a) Lock your doors and windows--even while you're inside.
- (b) When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have any doubts.
- (c) If children (who are old enough to take care of themselves) are left alone in your apartment, tell them to refuse to let anyone inside while you are gone--regardless of whether the person is a stranger or an apartment maintenance or management employee.
- (d) Don't put your name, address, or phone number on your key ring.
- (e) If you're concerned because you've lost your key or because someone you distrust has a key, ask the management to rekey the locks. Management may, at their option, rekey for you as long as you pay for the rekeying.
- (f) Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, then call the management.
- (g) Check your smoke detector and carbon monoxide detector monthly to make sure they are working properly and the batteries are still okay.
- (h) Check your door locks, window latches, and other devices regularly to be sure they are working properly.
- (i) If your doors or windows are unsecured due to break-ins or malfunctioning locks or latches, stay with friends or neighbors until the problem is fixed.
- (j) Immediately report to management--in writing, dated and signed--any needed repairs of locks, latches, doors, windows, smoke detectors and carbon monoxide detectors, and alarm systems.
- (k) Immediately report to management in writing, dated and signed, any malfunction of other safety devices outside your apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
- (l) Close curtains, blinds, and window shades at night.
- (m) Mark or engrave your driver's license number or other identification on valuable personal property.

**PERSONAL SECURITY--WHILE OUTSIDE YOUR APARTMENT**

- (a) Lock your doors while you're gone. Lock any door handle lock, keyed deadbolt lock, sliding door pin lock, sliding door handle latch, and sliding door bar that you have.
- (b) Leave a radio or TV playing softly while you're gone.
- (c) Close and latch your windows while you're gone, particularly when you're on vacation.
- (d) Tell your roommate or spouse where you're going and when you'll be back.
- (e) Don't walk alone at night. Don't allow your family to do so.
- (f) Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
- (g) Don't give entry keys, codes or electronic gate cards to anyone.
- (h) Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
- (i) Let the manager and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your apartment since the management cannot assume that responsibility.
- (j) While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
- (k) Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

**PERSONAL SECURITY--WHILE USING YOUR CAR**

- (l) Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
- (m) Don't leave exposed items in your car, such as phones, compact discs, wrapped packages, briefcases, or purses.
- (n) Don't leave your keys in the car.
- (o) Carry your key ring in your hand whenever you are walking to your car--whether it is daylight or dark and whether you are at home, school, work, or on vacation.
- (p) Always park in a well-lighted area. If possible, try to park your car in an off-street parking area rather than on the street.
- (q) Check the backseat before getting into your car.
- (r) Be careful when stopping at gas stations or automatic-teller machines at night--or anytime when you suspect danger.

**PERSONAL SECURITY AWARENESS**

No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

**YOU ARE SOLELY RESPONSIBLE FOR YOUR OWN PERSONAL SAFETY AND THE SAFETY OF YOUR PERSONAL PROPERTY AT ALL TIMES WHILE ON THE PREMISES. WE ARE NOT PROVIDING ANY SECURITY FOR YOU PERSONALLY, THE MEMBERS OF YOUR HOUSEHOLD OR GUESTS, AND DO NOT PROVIDE SECURITY OF YOUR PERSONAL PROPERTY. ANY SECURITY YOU SEE ON THE PROPERTY, INCLUDING CAMERAS OR GATES, ARE FOR THE SOLE BENEFIT OF OUR PROPERTY.**

**When Moving Out**

- 32. **MOVE-OUT PROCEDURES.** You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under the terms of this Lease Contract. You may not apply any security deposit to rent. You won't stay beyond the date you are supposed to move out. You must give us and the postal address, in writing, for each resident's forwarding address.
- 33. **CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges. In lieu of liability for cleaning charges, we may charge you a non-refundable cleaning fee which will be described in an addendum to this Lease Contract and will not be construed as part of any security deposit.
- 34. **MOVE OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.
- 35. **SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** Any interest payable on any security deposit shall be paid at the end of the term and not annually. You'll be liable for the following charges, if applicable, which may be withheld from your security deposit upon expiration of the Lease Contract: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector or carbon monoxide detector batteries; utilities for repairs or cleaning; trips to let in company

representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 12; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraphs 6 and 22; government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors and carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-cheque charges; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus solicitor's fees, court costs, interest and filing fees actually paid; and other sums due under this Lease Contract allowable under the Act or by law.

You acknowledge and agree that any cleaning or damages due to smoke damage from any source, including but not limited to cigarettes, cigars, pipes, candles or incense, shall not be considered to be normal wear and tear and that you will be charged for all such cleaning, repair or replacement costs.

36. You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 if you fail to return them on or before your actual move-out date; (2) accelerated rent if you have violated paragraph 27; and (3) a reletting fee if you have moved out early before the date you are supposed to move out.

**DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.** We'll mail you your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 10 days after the lease is terminated, and you surrender the apartment, or 10 days after we learn of your abandonment.

You have surrendered the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 have been turned in where rent is paid--whichever date occurs first.

You have abandoned the apartment when all of the following have occurred: (1) you are in default for nonpayment of rent, and (2) you have either told us you do not intend to continue tenancy or evidence indicates this intention. Evidence of this intention includes without limitation your removal of some or all of your clothes, furniture, or personal belongings or the disconnection of utilities to your unit that are not in our name.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment in accordance with the terms of this Lease or the Act. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment.

### Signatures, Originals and Attachments

37. **ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, with original signatures--one for you and one or more for us. Our rules and community policies, if any, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to this Lease Contract and are binding even if not initialed or signed.

- Animal Addendum
- Asbestos Addendum (if asbestos is present)
- Bed Bug Addendum
- Community Policies Addendum
- Concession Addendum
- Crime And Drug Free Addendum
- Enclosed Garage/Carport Addendum
- Inventory and Condition Form
- Liability Addendum
- Mold Addendum
- Parking Permit or Sticker
- Remote Control, Card or Code Access Gate Addendum
- No-Smoking Addendum
- Utility Addendum

Name, address and phone number of owner or owner's representative for notice and process purposes (include name of City in Province of Alberta)

**KARMA GP LTD.**  
**1235 II AVE SW**  
**CALGARY, AB T3C 0M5**  
**(403) 228-6380**

Your security deposit will be deposited in:

Bank Name: **Royal Bank of Canada**

Address: **Main Branch – Toronto**

**200 Bay Street Toronto, ON M5J 2J5**

Your cancelled cheque will be your deposit receipt.

You are legally bound by this document. Read it carefully before signing. You agree that you have had the opportunity to obtain legal advice prior to you signing this document.

Province of Alberta

City of **Calgary**

Resident or Residents (all sign below)

*[Signature]* 07/12/2023

*[Signature]* 07/12/2023

\_\_\_\_\_

\_\_\_\_\_

Guarantor or Guarantors

\_\_\_\_\_

\_\_\_\_\_

Owner or Owner's Representative (*signing on behalf of Owner*)

\_\_\_\_\_

Date form is filled out (*same as on top of page 1*)

**Tuesday, July 11, 2023**

# Animal Addendum

*Becomes part of Lease Contract*

Date: 07/11/2023  
(when this Addendum is filled out)

Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for your animal, you'll be held liable if it causes any damage or disturbs other residents.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

1. **DWELLING UNIT DESCRIPTION.** Apt. No. 1316, 1235 11th Ave SW, #1316, in Calgary, AB T3C 0M5.
2. **LEASE CONTRACT DESCRIPTION.** Lease Contract date: 07/11/2023  
Owner's name: KARMA GP LTD.  
Residents (list all residents): Christopher Potter, Brenda Millani Potter  
  
The Lease Contract is referred to in this Addendum as the "Lease Contract."
3. **CONDITIONAL AUTHORIZATION FOR ANIMAL.** You may keep the animal that is described below in the dwelling until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.
4. **ANIMAL DEPOSIT.** An animal deposit of \$250.00 will be charged. We **will not** consider this additional security deposit the general security deposit for all purposes. The security deposit amount in Provision 4 of the Lease Contract **does not include** this additional deposit amount. Refund of the animal deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.
5. **ADDITIONAL MONTHLY RENT.** Your total monthly rent (as stated in the Lease Contract) will be increased by \$40.00 per animal in the apartment. The monthly rent amount in Paragraph 6 of the Lease Contract **does not include** does not include this additional animal rent
6. **ADDITIONAL FEE.** You must also pay a one-time, non-refundable, fee of \$0.00 for having the animal in the dwelling unit. It is our policy to not charge an initial fee for support animals.
7. **LIABILITY NOT LIMITED.** The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements or personal injuries.
8. **DESCRIPTION OF ANIMAL(S).** You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)-mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect-into the dwelling or apartment community.

Animal's name: <u>Ayla</u>	Animal's name: _____
Type: _____	Type: _____
Breed: <u>Yorkshire</u>	Breed: _____
Color: <u>Brown</u>	Color: _____
Weight: <u>8.00</u> Age: <u>2</u>	Weight: _____                      Age: _____
City of license: _____	City of license: _____
License no. _____	License no. _____
Date of last rabies shot: _____	Date of last rabies shot: _____
Housebroken? _____	Housebroken? _____
Animal owner's name _____	Animal owner's name _____

9. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:
10. **EMERGENCY.** In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense.  
Doctor: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/Province/Postal Code \_\_\_\_\_  
Phone: \_\_\_\_\_
11. **ANIMAL RULES.** You are responsible for the animal's actions at all times. You agree to abide by these rules:
  - The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
  - Dogs, cats, and service animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
  - Inside, the animal may urinate or defecate only in these designated areas:
  - Outside, the animal may urinate or defecate in only in designated areas:
  - Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.
  - You must not let an animal other than service animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units.
  - Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
  - You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
  - Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate anywhere on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

12. **ADDITIONAL RULES.** We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.
13. **VIOLATION OF RULES.** If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and solicitor's fees to the extent allowed by law.
14. **COMPLAINTS ABOUT ANIMAL.** You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.
15. **OUR REMOVAL OF ANIMAL.** In some circumstances, we may enter the dwelling unit and remove the animal with one day's notice left in a conspicuous place. We can do this if, in our sole judgment, you have:
- abandoned the animal;
  - left the animal in the dwelling unit for an extended period of time without food or water;
  - failed to care for a sick animal;
  - violated our animal rules; or
  - let the animal defecate or urinate where it's not supposed to.

In doing this, we must follow the procedures of the Lease Contract, and we may kennel the animal or contact a humane society or local authority for pick up. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within 5 days after we remove it, it will be considered abandoned. **[Note: The provisions of the Act respecting the seizure of goods may need to be complied with.]**


16. **LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.** You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll fully indemnify us for all costs of litigation and solicitor's fees resulting from any such damage.

17. **MOVE-OUT.** When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We, not you, will arrange for these services.
18. **MULTIPLE RESIDENTS.** Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.
19. **GENERAL.** You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 9 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above.

**This is a binding legal document. Read it carefully before signing.**

Resident or Residents (all sign below)

 07/12/2023  
Brandon 07/12/2023

Guarantor or Guarantors

\_\_\_\_\_

Owner or Owner's Representative (*signing on behalf of Owner*)

Date form is filled out (*same as on top of page 1*)  
**Tuesday, July 11, 2023**

**Asbestos Addendum**

Date: 07/11/2023  
(when this Addendum is filled out)

1. **DWELLING UNIT DESCRIPTION**, Unit No. 1316, 1235 11th Ave SW, #1316, (street address) in Calgary (city), AB (province), T3C 0M5 (postal code).

2. **LEASE CONTRACT DESCRIPTION.**

Lease Contract date: Tuesday, July 11, 2023  
Owner's name: KARMA GP LTD.

Residents (list all residents): Christopher Potter, Brenda Millani Potter

3. **ASBESTOS.** In most dwellings which were built prior to 1982 and in some built after that, asbestos was commonly used as a construction material. In various parts of your dwelling, asbestos materials may have been used in the original construction or in renovations prior to the enactment of laws which limit asbestos in certain construction materials.
4. **FEDERAL RECOMMENDATIONS.** The Government of Alberta has determined that the mere presence of asbestos materials does not pose a significant health risk to residents and that such materials are safe so long as they are tightly bound in products and are in good condition, are sealed behind walls and floorboards and are not dislodged or disturbed in a manner that causes the asbestos fibers to be released. Disturbances include: disturbing or removing insulation; including insulation around hot water pipes and tanks; removing or disturbing roofing shingles and felt or siding containing asbestos; sanding, breaking apart or scrapping vinyl asbestos floor tiles; breaking apart sound proofing ceiling tiles containing asbestos; sanding or disturbing plaster; sawing, drilling or smoothing rough edges of asbestos materials; and sanding or scrapping other surface treatments containing asbestos in a way that produces dust and causes the asbestos particles to become airborne. Neither the Government of Canada nor the Government of Alberta requires that intact asbestos materials be removed. Instead, the law simply requires that we take reasonable precautions to minimize the chance of damage or disturbance of those materials.
5. **COMMUNITY POLICIES AND RULES.** You, your families, other occupants, and guests must not disturb or attach anything to the walls, ceilings, floor tiles, or insulation behind the walls or ceilings in your dwelling unless specifically allowed in owner's rules or community policies that are separately attached to this Lease Contract. The foregoing prevails over other provisions of the Lease Contract to the contrary. Please report any ceiling leaks to management promptly so that pieces of acoustical ceiling material or ceiling tiles do not fall to the floor and get disturbed by people walking on the fallen material.
6. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents (all sign below)

Christopher Potter 07/12/2023  
Brenda Millani Potter 07/12/2023

Guarantor or Guarantors

\_\_\_\_\_  
\_\_\_\_\_

Owner or Owner's Representative (signing on behalf of Owner)

Date form is filled out (same as on top of page 1)  
Tuesday, July 11, 2023

## BED BUG ADDENDUM

Date: Tuesday, July 11, 2023  
(when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. **DWELLING UNIT DESCRIPTION.** Apt. No. 1316, 1235 11th Ave SW, #1316, in Calgary, AB T3C 0M5.
2. **LEASE CONTRACT DESCRIPTION.** Lease Contract date: 07/11/2023  
Owner's name: KARMA GP LTD.  
Residents (list all residents): Christopher Potter, Brenda Millani Potter
3. **PURPOSE.** This Addendum modifies the Lease Contract and addresses situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.
4. **INSPECTION.** You agree that you will inspect the dwelling within 48 hours after move-in/renewal and notify us of any bed bugs or bed bug infestation.
5. **INFESTATIONS.** You agree that you have read all of the information on this addendum about bed bugs and will inspect the dwelling within 48 hours after move-in/renewal and notify us of any bed bugs or bed bug infestation.
6. **ACCESS FOR INSPECTION AND PEST TREATMENT.** You must allow us and our pest control agents' access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. You are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.
7. **NOTIFICATION.** You must promptly notify us:
  - of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
  - of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
  - if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.
8. **COOPERATION.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.
9. **RESPONSIBILITIES.** You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.
10. **TRANSFERS.** If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

## BED BUGS - A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals, their sole food source, the bugs assume a distinctly blood-red hue until digestion is complete.

### **Bed bugs don't discriminate**

Bed bugs increased presence across North America in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

### **Bed bugs don't transmit disease**

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

### **Identifying bed bugs**

*Bed bugs can often be found in, around and between:*

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors
- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

### **Preventing bed bug encounters when traveling**

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of North America is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

**Bed bug do's and don'ts**

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

**You are legally bound by this document. Please read it carefully.**

Resident or Residents (all sign below)

*[Signature]* 07/12/2023  
*[Signature]* 07/12/2023

Guarantor or Guarantors

\_\_\_\_\_

Owner or Owner's Representative (*signing on behalf of Owner*)

Date form is filled out (*same as on top of page 1*)

Tuesday, July 11, 2023

*You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.*

## COMMUNITY POLICIES, RULES AND REGULATIONS ADDENDUM

This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: KARMA GP LTD.

Resident(s): Christopher Potter, Brenda Millani Potter

Unit No./Address: 1235 11th Ave SW, #1316, Calgary, AB T3C 0M5

Lease Date: Tuesday, July 11, 2023

### I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.

Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Dwelling Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole absolute and unfettered discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to the Rules for use of any Amenity at any time.

Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the amenities at the Community. Resident(s) agrees to fully indemnify and to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.

### II. POOL. This Community does not have a pool. When using the pool, Resident(s) agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
- All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries. No lifeguard is provided by Owner.
- For their safety, Residents should not swim alone.
- Pool hours are posted at the pool.
- Children under the minimum age (posted at the pool) must be accompanied at all times by a parent or legal guardian.
- No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
- No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
- Resident(s) must accompany their guests at all times.
- Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

### IN CASE OF EMERGENCY DIAL 911

### III. FITNESS CENTER. This Community does have a fitness center. When using the fitness center, Resident agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
- The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
- Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
- Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well as any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
- Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
- Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
- Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
- Children under the minimum age (posted at the fitness center) must be accompanied at all times by a parent or legal guardian.
- Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_ (4) \_\_\_\_\_

### IV. PACKAGE RELEASE. This Community does accept packages on behalf of Residents.

**For communities that do accept packages on behalf of its Residents:**

Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same. Any packages not picked up after 30 days notice to Resident shall be returned to sender at Resident's expense.

- V. **BUSINESS CENTER.** This Community **does not** have a business center. Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Community Rules. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to **0** minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center. Children under the age **of 0 must** be accompanied by a Resident who is that child's parent or legal guardian.
- VI. **AUTOMOBILES/BOATS/RECREATIONAL VEHICLES.** The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:
- **Only 2** vehicle(s) per licensed Resident is allowed.
  - All vehicles must be registered at the Management office.
  - Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after **a hour** notice is placed on the vehicle.
  - Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
  - The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
  - Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
  - Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.
- VII. **FIRE HAZARDS.** In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:
- Residents and guests will adhere to the Community rules and regulations other Management policies concerning fire hazards, which may be revised from time to time.
  - No person shall knowingly maintain a fire hazard.
  - **Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of 250 feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
  - **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
  - Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
  - No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
  - Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.
- VIII. **EXTERMINATING.** Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' dwelling and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing and those treatments shall be at Resident's expense. **Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**
- Clean in all cabinets, drawers and closets in kitchen and pantry.
  - If roaches have been seen in closets, remove contents from shelves and floor.
  - Remove infants and young children from the dwelling.
  - Remove pets or place them in bedrooms, and notify Owner of such placement.
  - Remove chain locks or other types of obstruction on day of service.
  - Cover fish tanks and turn off their air pumps.
  - Do not wipe out cabinets after treatment.
- In the case of suspected or confirmed bed bug infestation, resident will agree to the following:
- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
  - Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
  - Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.
- RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES**
- IX. **DRAPES AND SHADES.** Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.
- X. **WATER BEDS.** Resident shall not have water beds or other water furniture in the dwelling without prior written permission of Owner which may be withheld or conditioned in the Owner's absolute discretion.
- XI. **BALCONY or PATIO.** Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios.
- XII. **SIGNS.** Resident shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.

**XIII. WAIVER/SEVERABILITY CLAUSE.** No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not affect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.

**XIV. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

I have read, understand and agree to comply with the preceding provisions.

Resident or Residents (all sign below)

*[Signature]* 07/12/2023  
*[Signature]* 07/12/2023

Guarantor or Guarantors

\_\_\_\_\_

Owner or Owner's Representative (*signing on behalf of Owner*)

\_\_\_\_\_

Date form is filled out (*same as on top of page 1*)  
Tuesday, July 11, 2023

**LEASE ADDENDUM FOR RENT CONCESSION OR OTHER RENT DISCOUNT**

- 1. **DWELLING UNIT DESCRIPTION.** Unit No. **1316, 1235 11th Ave SW, #1316**, in **Calgary, AB T3C 0M5**.
- 2. **LEASE CONTRACT DESCRIPTION.** Lease Contract date: **07/11/2023**  
**Owner's name.** **KARMA GP LTD.**  
**Residents (list all residents):** **Christopher Potter, Brenda Millani Potter**
- 3. **Concession/Discount Agreement.** As consideration for your agreement to remain in your dwelling and to fulfill your Lease obligations throughout the full term of your Lease, you will receive the following rent Concession and or Discount.  
*[Check all that apply]*  
 **One-Time Concession.** You will receive a One-Time Concession off the rent indicated in Paragraph 6 of the Lease Contract in the total amount of **N/A**. This Concession will be credited to your rent due for the month(s) of: **N/A**  
 **Monthly Discount/Concession.** You will receive a Monthly Discount of **0** per month off of the rent indicated in Paragraph 6 of the Lease Contract.  
 **Other Discount/Concession.** You will receive the following **0** discount off the rent indicated in Paragraph 6 of the Lease Contract:
- 4. **Concession Cancellation and Charge-Back.** The concession and discounts indicated above are provided to you as an incentive and with the understanding that you will fulfill your obligations under the Lease Contract through the entire term of your Lease.  
  
If your lease is terminated early due to your default (for example, if you abandon the premises without paying rent or are evicted), this Concession/Discount Agreement will be immediately terminated, and you will be required to immediately repay to the Owner the amounts of all concessions and discounts that you have actually received for the months you resided in the Premises, and without further notice from us and without limiting our rights and remedies hereunder, under the Lease Contract at law or in equity.
- 5. **Market Rent.** The market rent for this dwelling is the rent stated in the Lease Contract. You acknowledge that the market rent is a fair representation of what the specific dwelling would actually rent for at the time the Lease Contract was negotiated and executed, and is reflective of the rent for a similar dwelling at comparable properties.
- 6. **Special Provisions.** The following special provisions control over **any conflicting provisions of this printed Addendum form or the Lease Contract.**

Resident or Residents (all sign below)

*B. Potter* 07/12/2023  
*Brenda Potter* 07/12/2023

Guarantor or Guarantors

\_\_\_\_\_

Owner or Owner's Representative (*signing on behalf of Owner*)

Date form is filled out (*same as on top of page 1*)  
**Tuesday, July 11, 2023**

**CRIME/DRUG FREE HOUSING ADDENDUM**

1. **DWELLING UNIT DESCRIPTION.** Unit No. 1316, 1235 11th Ave SW, #1316 in Calgary, AB T3C 0M5.
2. **LEASE CONTRACT DESCRIPTION.** Lease Contract date: 07/11/2023  
**Owner's name.** KARMA GP LTD. **Residents (list all residents):** Christopher Potter, Brenda Millani Potter

In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the above-mentioned Lease Contract, then the provisions of this Addendum shall control. For purposes of this Addendum, the term "Premises" shall include the dwelling unit, all common areas, all other dwelling units on the property or any common areas or other dwelling units on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease Contract as follows:

Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:

3. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:
- (a) The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in applicable laws.
  - (b) Violation of any applicable laws governing the use, possession, sale, manufacturing and distribution of illegal drugs. Engaging in any act intended to facilitate any type of criminal activity or drug-related activity. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest. Engaging in any illegal activity, including prostitution, gang activity, threatening or intimidating activities, assault, or the unlawful discharge of a weapon, on or near the Premises.
  - (c) Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or involving imminent, actual or substantial property damage.
  - (d) Engaging in or committing any act that would be a violation of the Owner's screening criteria for criminal conduct or which would have provided Owner with a basis for denying Resident's application due to criminal conduct.
  - (e) Engaging in any activity that constitutes waste, nuisance, or unlawful use.
  - (f) Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with his or her unit.
2. AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTES A MATERIAL VIOLATION OF THE PARTIES' LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of the parties' Lease Contract. It is understood that a single violation shall be good cause for termination of the Lease Contract. Notwithstanding the foregoing comments, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.
3. Unless otherwise provided by law, proof of violation of any criminal law shall not require a criminal conviction.

Resident or Residents (all sign below)

<u></u>	<u>07/12/2023</u>	_____
<u></u>	<u>07/12/2023</u>	_____

Guarantor or Guarantors

\_\_\_\_\_  
 \_\_\_\_\_

Owner or Owner's Representative (*signing on behalf of Owner*)

\_\_\_\_\_

Date form is filled out (*same as on top of page 1*)  
Tuesday, July 11, 2023

## LEASE CONTRACT ADDENDUM FOR ENCLOSED GARAGE, CARPORT, OR STORAGE UNIT

1. **DWELLING UNIT DESCRIPTION.** Unit No. 1316, 1235 11th Ave SW, #1316, in Calgary, AB T3C 0M5.
2. **LEASE CONTRACT DESCRIPTION.** Lease Contract date: 07/11/2023  
**Owner's name.** KARMA GP LTD. **Residents (list all residents):** Christopher Potter, Brenda Millani Potter
3. **Garage, carport, or storage unit.** You are entitled to exclusive possession of: (check as applicable)  
 garage or carport attached to the dwelling  
 garage space number(s)  
 carport space number(s)  
 storage unit number(s)
4. **Security Deposit.** An additional security deposit of \$0.00 will be charged for the checked areas above. We will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in Provision 4 of the Lease Contract does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.
5. **Additional Monthly Rent.** Your total monthly rent (as stated in Paragraph 6 of the Lease Contract) will be increased by \$0.00. The monthly rent amount in Paragraph 6 of the Lease Contract does not include this additional rent.
6. **Use restrictions.** Garage or carport may be used only for storage of operable motor vehicles unless otherwise stated in our rules or community policies. Storage units may be used only for storage of personal property. No one may sleep, cook, barbeque, or live in a garage, carport, or storage unit. Persons not listed as a resident or occupant in the Lease Contract may not use the areas covered by this addendum. No plants may be grown in such areas.
7. **No dangerous items.** Items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors in our sole judgment or that violate any government regulation may not be stored. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. We may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.
8. **No smoke, fire, or carbon monoxide detectors.** No smoke, fire, or carbon monoxide detectors will be furnished by us unless required by law.
9. **Garage door opener.** If an enclosed garage is furnished, you will not be provided with a garage door opener or garage key. You will be responsible for maintenance of any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent.
10. **Security.** Always remember to lock any door of a garage or storage unit and any door between a garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.
11. **Insurance and loss/damage to your property.** You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. We are not responsible for pest control in such areas.
12. **Compliance.** We may periodically open and enter garages and storerooms to ensure compliance with this addendum. In the event we enter the garage or storerooms, we will comply with the notice provisions set forth in the Lease Contract.
13. **No lock changes, alterations, or improvements.** Without our prior written consent, locks on doors of garages and storage units may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this addendum will be paid for by you.

14. **Move-out and remedies.** Any items remaining after you have vacated the dwelling will be removed, sold, or otherwise disposed of according to the Lease Contract, which addresses disposition or sale of property left in an abandoned or surrendered dwelling. All remedies in the Lease Contract apply to areas covered by this addendum.

15. **Special Provisions.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents (all sign below)

B. Schick 07/12/2023

Brandon Smith 07/12/2023

\_\_\_\_\_

\_\_\_\_\_

Guarantor or Guarantors

\_\_\_\_\_

\_\_\_\_\_

Owner or Owner's Representative (*signing on behalf of Owner*)

Date form is filled out (*same as on top of page 1*)

Tuesday, July 11, 2023

**LEASE ADDENDUM  
LIABILITY INSURANCE REQUIRED OF RESIDENT**

1. **DWELLING UNIT DESCRIPTION.** Unit No. 1316, 1235 11th Ave SW, #1316, in Calgary, AB T3C 0M5.
2. **LEASE CONTRACT DESCRIPTION.** Lease Contract date: 07/11/2023  
**Owner's name.** KARMA GP LTD. **Residents (list all residents):** Christopher Potter, Brenda Millani Potter
3. **Acknowledgment Concerning Insurance or Damage Waiver.** You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or belongings, or to cover your own liability for injury, loss or damage you (or your occupants or guests) may cause others. You also acknowledge that by not maintaining your own policy of personal liability insurance, you may be responsible to others (including us) for the full cost of any injury, loss or damage caused by your actions or the actions of your occupants or guests. You understand that paragraph 8 of the Lease Contract requires you to maintain a liability insurance policy, which provides limits of liability to third parties in an amount not less than \$1,000,000.00 per occurrence. You understand and agree to maintain at all times during the Term of the Lease Contract and any renewal periods a policy of personal liability insurance satisfying the requirements listed below, at your sole expense.
4. **Required Policy.** You are required to purchase and maintain personal liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of \$1,000,000.00, from a carrier licensed to do business in the jurisdiction in which the dwelling unit is located. The carrier is required to provide notice to us within 30 days of any cancellation, non-renewal, or material change in your coverage. We retain the right to hold you responsible for any loss in excess of your insurance coverage.
5. **We may provide you with information of an insurance program that we make available to residents, which provides you with an opportunity to buy renter's insurance from a preferred company. However, you are free to contract for the required insurance with a provider of your choosing.**
6. **Subrogation Allowed.** You and we agree that subrogation is allowed by all parties and that this agreement supersedes any language to the contrary in the Lease Contract.
7. **Your Insurance Coverage.** You have purchased the required personal liability insurance from the insurance company of your choosing listed below that is licensed to do business in this jurisdiction, and have provided us with written proof of this insurance prior to the execution and commencement of the Lease Contract. You will provide additional proof of insurance in the future at our request.  
Insurance Company:
8. **Default.** Failure to maintain the required policy during the entire tenancy shall be deemed an immediate, material and incurable default under the terms of the Lease Contract, and we shall be entitled to exercise all rights and remedies under the law, in equity or otherwise.
9. **Miscellaneous.** Except as specifically stated in this Addendum, all other terms and conditions of the Lease Contract shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.
10. **Special Provisions:**

**I have read, understand and agree to comply with the preceding provisions.**

Resident or Residents (all sign below)

<u>B. Potter</u>	07/12/2023	_____
<u>Brenda Millani</u>	07/12/2023	_____

Guarantor or Guarantors

_____	_____
_____	_____

Owner or Owner's Representative (*signing on behalf of Owner*)

\_\_\_\_\_

Date form is filled out (*same as on top of page 1*)

Tuesday, July 11, 2023

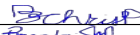
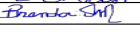
## Mold Information and Prevention Addendum

*Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.*

1. **DWELLING UNIT DESCRIPTION.** Unit No. 1316, 1235 11th Ave SW, #1316, in Calgary, AB T3C 0M5.
  2. **LEASE CONTRACT DESCRIPTOR.** Lease Contract date: 07/11/2023  
**Owner's name:** KARMA GP LTD, **Residents (list all residents):** Christopher Potter, Brenda Millani Potter
  3. **ABOUT MOLD:** Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter. Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.
  4. **PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling, you must do the following:
    - Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
    - Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen you start showering or cooking with open pots. When showering, be sure to keep the shower curtain the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
    - Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
    - Promptly notify us in writing about any signs of water leaks, water infiltration or mold.
    - Keep the thermostat set to automatically circulate air in the event temperatures rise to or about 26 degrees Celsius.
  5. **IN ORDER TO AVOID MOLD GROWTH,** it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:
    - rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
    - overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
    - leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
    - washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
    - leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
    - insufficient drying of carpets, carpet pads, shower walls and bathroom floors.
  6. **IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES** (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface. Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.
  7. **DO NOT CLEAN OR APPLY BIOCIDES TO:** (1) visible mold on *porous* surfaces, such as sheetrock walls or ceilings, or (2) *large areas* of visible mold on *non-porous* surfaces. Instead, notify us in writing.
  8. **COMPLIANCE.** Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.
- If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.**

9. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents (all sign below)		
<u></u>	<u>07/12/2023</u>	_____
<u></u>	<u>07/12/2023</u>	_____
Guarantor or Guarantors	_____	_____
Owner or Owner's Representative ( <i>signing on behalf of Owner</i> )	_____	Date form is filled out ( <i>same as on top of page 1</i> ) <u>Tuesday, July 11, 2023</u>

## UTILITY AND SERVICES ADDENDUM

This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

**Property Owner:** KARMA GP LTD.

**Resident(s):** Christopher Potter, Brenda Millani Potter

**Unit No./Address:** 1235 11th Ave SW, #1316, Calgary, AB T3C 0M5

**Lease Date:** Tuesday, July 11, 2023

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.
- a) **Water** service to your dwelling will be paid by you either:
    - directly to the utility service provider; or
    - water bills will be billed by the service provider to us and then allocated to you based on the following formula: 
      - If flat rate is selected, the current flat rate is **0.00** per month.
      - 3<sup>rd</sup> party billing company if applicable:
  - b) **Sewer** service to your dwelling will be paid by you either:
    - directly to the utility service provider; or
    - sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: 
      - If flat rate is selected, the current flat rate is **0.00** per month.
      - 3<sup>rd</sup> party billing company if applicable:
  - c) **Gas** service to your dwelling will be paid by you either:
    - directly to the utility service provider; or
    - gas bills will be billed by the service provider to us and then allocated to you based on the following formula: 
      - If flat rate is selected, the current flat rate is **0.00** per month.
      - 3<sup>rd</sup> party billing company if applicable:
  - d) **Trash** service to your dwelling will be paid by you either:
    - directly to the utility service provider; or
    - trash bills will be billed by the service provider to us and then allocated to you based on the following formula: 
      - If flat rate is selected, the current flat rate is **0.00** per month.
      - 3<sup>rd</sup> party billing company if applicable:
  - e) **Electric** service to your dwelling will be paid by you either:
    - directly to the utility service provider; or
    - electric bills will be billed by the service provider to us and then allocated to you based on the following formula: 
      - If flat rate is selected, the current flat rate is **0.00** per month.
      - 3<sup>rd</sup> party billing company if applicable:
  - f) **Stormwater** service to your dwelling will be paid by you either:
    - directly to the utility service provider; or
    - electric bills will be billed by the service provider to us and then allocated to you based on the following formula: 
      - If flat rate is selected, the current flat rate is **0.00** per month.
      - 3<sup>rd</sup> party billing company if applicable:
  - g) **Cable TV** service to your dwelling will be paid by you either:
    - directly to the utility service provider; or
    - electric bills will be billed by the service provider to us and then allocated to you based on the following formula: 
      - If flat rate is selected, the current flat rate is **0.00** per month.
      - 3<sup>rd</sup> party billing company if applicable:
  - h) **Master Antenna** service to your dwelling will be paid by you either:
    - directly to the utility service provider; or
    - electric bills will be billed by the service provider to us and then allocated to you based on the following formula: 
      - If flat rate is selected, the current flat rate is **0.00** per month.
      - 3<sup>rd</sup> party billing company if applicable:
  - i) **Internet** service to your dwelling will be paid by you either:
    - directly to the utility service provider; or
    - electric bills will be billed by the service provider to us and then allocated to you based on the following formula: 
      - If flat rate is selected, the current flat rate is **0.00** per month.
      - 3<sup>rd</sup> party billing company if applicable:
  - j) (Other) service to your dwelling and costs will be paid by you either:
    - directly to the utility service provider; or
    - electric bills will be billed by the service provider to us and then allocated to you based on the following formula: 
      - If flat rate is selected, the current flat rate is **0.00** per month.
      - 3<sup>rd</sup> party billing company if applicable:
  - k) (Other) service to your dwelling and costs will be paid by you either:
    - directly to the utility service provider; or
    - electric bills will be billed by the service provider to us and then allocated to you based on the following formula: 
      - If flat rate is selected, the current flat rate is **0.00** per month.
      - 3<sup>rd</sup> party billing company if applicable:

METERING/ALLOCATION METHOD KEY

- "1" - Sub-metering of all of your water/gas/electric use
- "2" - Calculation of your total water use based on sub-metering of hot water
- "3" - Calculation of your total water use based on sub-metering of cold water
- "4" - Flat rate per month
- "5" - Allocation based on the number of persons residing in your dwelling unit
- "6" - Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula
- "7" - Allocation based on square footage of your dwelling unit
- "8" - Allocation based on a combination of square footage of your dwelling unit and the number of persons residing in your dwelling unit
- "9" - Allocation based on the number of bedrooms in your dwelling unit
- "10" - Allocation based on a lawful formula not listed here

(Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with applicable laws. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within 5 days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there are any new account, monthly administrative, late or final bill fees, you shall pay such fees as indicated below.

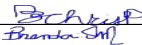
New Account Fee:	0.00	(not to exceed \$ _____)
Monthly Administrative Billing Fee:	0.00	(not to exceed \$ _____)
Late Fee:	0.00	(not to exceed \$ _____)
Final Bill Fee:	0.00	(not to exceed \$ _____)

If allowed by law, we at our sole discretion may amend these fees, with written notice to you.

4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and may charge a reasonable administration fee for billing for the utility service in the amount of **0.00**.
5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the dwelling unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations.
7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.
8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.
9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.
10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.
11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.
12. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract.

**Heat/water is included in rent. Electricity 3rd party billed**  
**Page 29, e. electric bills will be billed by the service provider to us and then allocated to you.**

Resident or Residents (all sign below)

	07/12/2023	_____
Brandon Hill	07/12/2023	_____

Guarantor or Guarantors

\_\_\_\_\_

Owner or Owner's Representative (signing on behalf of Owner)

Date form is filled out (same as on top of page 1)

**Tuesday, July 11, 2023**

## NO-SMOKING ADDENDUM

Date: 07/11/2023

(when this Addendum is filled out)

*All use of any product involving smoking, burning, or combustion of tobacco, cannabis, or any other plant, drug or other similar substance (herein "Smoking Substance(s)") is prohibited in any portion of the apartment community.*

1. **Apartment Unit Description.** Apt. No. 1316,  
1235 11th Ave SW, #1316, (street address) in Calgary (city), AB (province), 1316 (postal code).

2. **Lease Contract Description**

Lease Contract date: 08/01/2023

Owner's name:

KARMA GP LTD.

Residents (list all residents):

Christopher Potter, Brenda Millani Potter

3. **Smoking Anywhere Inside Buildings of the Apartment Community is Strictly Prohibited.** All forms and use of lighted or burning Smoking Substances and the smoking of any Smoking Substance inside any apartment, building, or interior of any portion of the apartment community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this addendum and the Lease Contract.

The prohibition on use of any lighted or burning Smoking Substances or smoking of any Smoking Substance extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, apartments, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or in the enclosed spaces on the surrounding community grounds. Smoking of any products which are harmful to the health, safety, and welfare of other residents is also prohibited by this addendum and other provisions of the Lease Contract inside any apartment or building.

**Smoking Outside Buildings of the Apartment Community.** Smoking is permitted only in specially designated areas outside the buildings of the apartment community. The smoking-permissible areas are marked by signage. Smoking in smoking-permissible areas only includes smoking a Smoking Substance that is permitted by all applicable laws and then is subject to further restriction as to the type of Smoking Substance that may be permitted in each smoking-permissible area.

Smoking on balconies, patios, and limited common areas attached to or outside of your apartment [ ] is [ X ] is not permitted.

The following outside areas of the community may be used for smoking:

\_\_\_\_\_

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the apartments or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

4. **Your Responsibility for Damages and Cleaning.** You are responsible for payment of all costs and damages to your apartment, other residents' apartments, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the apartment or building is in excess of normal wear and tear in our smoke free apartment community.
5. **Your Responsibility for Loss of Rental Income and Economic Damages Regarding Other Residents.** You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their apartments, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.
6. **Definition of Smoking.** Smoking refers to any use of a Smoking Substance or possession of a cigar, cigarette, or pipe containing a Smoking Substance while such Smoking Substance is burning, lighted, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term "Smoking Substance" includes, without limitation, but is not limited to, any form, compound, or synthesis of the plant of the genus *Nicotiana* or the species *N. tabacum* or the genus *Cannabis* or the species *Cannabis Sativa*, which are cultivated for its leaves to be used in cigarettes, cigars, or pipes. Smoking also refers to use or possession of burning, lighted, or ignited non-Smoking Substances if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons. Vaporizing, vaping and/or the use of electronic cigarettes is also prohibited and deemed to be included in the definition of "smoking" herein. Notwithstanding anything to the contrary, if a Smoking Substance is permitted, it may only be used or possessed in accordance with all applicable laws.
7. **Lease Contract Termination for Violation of the Addendum.** Subject to applicable law, we have the right to terminate your Lease Contract or right of occupancy of the apartment for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the apartment is re-rented to a new occupant, whichever comes first. Therefore, subject to applicable law, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the apartment.
8. **Extent of Your Liability for Losses Due to Smoking.** Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.
9. **Your Responsibility for Conduct of Occupants, Family Members, and Guests.** You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this addendum by your occupants, family, guests, and invitees.

VAN01: 4345354: v2

Document digitally signed using RENTCafe eSignature services. Document ID: 88672

**NO-SMOKING ADDENDUM**

Date: 07/11/2023

(when this Addendum is filled out)

**10. There Is No Warranty of a Smoke Free Environment.** Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guaranty of any kind that your apartment or the apartment community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we investigate and act, and you must thereafter cooperate with us in prosecution of such violations.

This is an important and binding legal document. By signing this addendum you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the apartment. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this addendum. Before signing you must advise us whether you or anyone who will be living in your apartment is a smoker. You must check one of the following boxes.

- Neither you nor anyone who will be living in the apartment is a smoker.
- Someone in my household is a smoker; however, we agree to follow your no-smoking policy.

Resident or Residents (all sign below)

<u>B. Schmitt</u>	<u>07/12/2023</u>	_____
<u>Brandon Smith</u>	<u>07/12/2023</u>	_____

Guarantor or Guarantors

\_\_\_\_\_

Owner or Owner's Representative (*signing on behalf of Owner*)

\_\_\_\_\_

Date form is filled out (*same as on top of page 1*)  
**Tuesday, July 11, 2023**



**KAISER PERMANENTE®**

**HMO**

**Kaiser Foundation Health Plan, Inc.  
Northern California Region**

Medical Record No./ID  
**19342215**

Date of Birth  
**03/1999**

Name: First M Last

**BRENDA MILLANI POTTER**

Deductible                      \$1500/\$3000  
Out of Pocket Max        \$4000/\$8000

[kp.org](http://kp.org)



**KAISER PERMANENTE®**

**HMO**

**Kaiser Foundation Health Plan, Inc.  
Northern California Region**

Medical Record No./ID  
**19342214**

Date of Birth  
**04/1996**

Name: First M Last

**CHRISTOPHER A POTTER**

Deductible                      \$1500/\$3000  
Out of Pocket Max        \$4000/\$8000

[kp.org](http://kp.org)

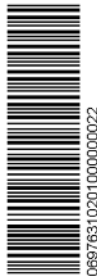


JPMorgan Chase Bank, N.A.  
 P O Box 44959  
 Indianapolis, IN 46244 - 4959

February 21, 2026 through March 19, 2026  
 Account Number: **000002915840654**

**CUSTOMER SERVICE INFORMATION**

Web site: **Chase.com**  
 Service Center: **1-800-935-9935**  
 Para Espanol: **1-877-312-4273**  
 International Calls: **1-713-262-1679**  
 We accept operator relay calls



08976310201000000022

00697631 DRE 703 219 07926 NNNNNNNNNN 1 000000000 14 0000

CHRISTOPHER POTTER  
 OR BRENDA MILLANI POTTER  
 1461 FERGUSON WAY  
 SAN JOSE CA 95129-4920

**CHECKING SUMMARY**

Chase Secure Checking

	AMOUNT
<b>Beginning Balance</b>	<b>\$3,822.77</b>
Deposits and Additions	4,413.09
ATM & Debit Card Withdrawals	-4,578.71
Electronic Withdrawals	-420.00
<b>Ending Balance</b>	<b>\$3,237.15</b>

**Exhibit 6 - Evidence  
of Bona Fide  
Marriage: Letters of  
Support**

## Support Letter for the Application of Christopher and Brenda Potter

Kevin Charles Potter  
Born on September 27th 1967 in  
(650)690-1933  
kevinbrazil@hotmail.com

I, Kevin Charles Potter, am the father of Christopher Alan Potter and now I am also the father-in-law of Brenda Millani Potter. I was present at Christopher's birth in April of 1996, and was lucky to also attend his wedding in June of 2023. I have witnessed Christopher grow into the man he is today and have seen how much Brenda brings out the best in him.

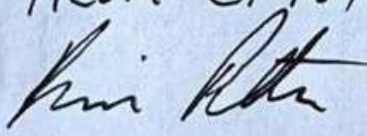
I met Brenda briefly when she was only 14 when Christopher and her were in theater together. I have now gotten to know my daughter-in-law as the wonderful woman and spouse that she is. My son and her live a happy and healthy marriage. Being that they now live so close to me I am now fortunate enough to see their relationship up close and personal.

They are always together. They have a strong bond that has only gotten stronger since their marriage. They have faced many hardships and many victories. From moving to a new country (Canada) to now making an even bolder move to the USA, they have thrived as a couple. I see how Brenda lifts my son's spirits up and gives him a purpose to improve. I also see the joy and variety he brings Brenda.

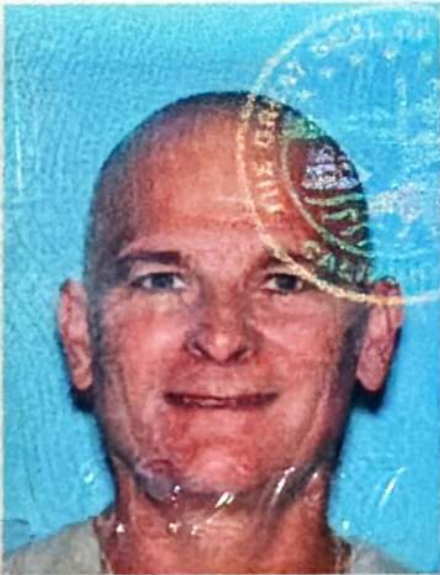
It is of my firm belief that Brenda should be awarded her visa status through her marriage to my son. They are hard-workers and ready to build a future here together.

I declare under penalty of perjury that the statements in this letter are true.

Sincerely,

Kevin C. Potter  
  
4/8/2026

# California USA DRIVER LICENSE



DL **C4506283**

CLASS C

EXP **09/27/2030**

END NONE

LN **POTTER**

FN **KEVIN CHARLES**

1461 FERGUSON WAY  
SAN JOSE, CA 95129

DOB **09/27/1967**

RSTR NONE

09271967

 DONOR

SEX: M

HAIR: BAL

EYES: BLU

HGT: 5'-09"

WGT: 165 lb

ISS

DD 08/13/2020632RB/DDFD/30

08/08/2025

*Kevin Potter*

## Support Letter for the Application of Brenda Millani Potter and Christopher Alan Potter

### Full Identification

Name: Maria de Lourdes Castellanos Maldonado

Date of Birth: February, 17, 1985

Place of Birth: Guadalajara, Jalisco, Mexico

Phone Number: 416-500-0690

Email Address: mclulu17@gmail.com

### Relationship with the Applicant

I am writing this letter in support of Brenda Millani Potter in connection with their marriage-based/ spousal visa application. I have known Brenda Millani Potter and their spouse Christopher Alan Potter since January 2024. I first met them through a mutual friend. Over the years, I have developed a close friendship with them and had the opportunity to observe their relationship grow and strengthen.

### Detailed Examples

I have witnessed their genuine affection and commitment to one another on numerous occasions. For example, I used to stay with them at their home as I had a bedroom in that home. I have also spent time with them during holidays and social events, such as Thanksgiving, Easter, we celebrated Christmas early on year as I was in town, I also was invited and celebrated Christopher's birthday, Halloween, they also hosted and celebrated my youngest daughter's birthday at their home. They consistently support each other emotionally and make joint decisions about their future, including them making every decision together whether it is moving to a new home or location such as moving from Canada to the USA and financial decisions that benefit the family and how supportive Christopher is and continues to be to Brenda's emotional state and support her through her schooling. When I invited Brenda to Ontario, Canada, Christopher was unable for him to attend but he was very supportive of Brenda taking the opportunity to see other parts of Canada, which showed me the love, support and understanding that they have for each other, and how much they miss each other even on a short trip. I was able to witness how supportive Brenda is to Christopher's work and schedule, how loving and caring she is and how much it

affects Brenda to be away from Christopher for long periods of time. Their love and devotion to each other, is something that I am very happy to witness as they are a true sample to me that true love, true understanding, and true support in a relationship does exist.

Their relationship appears to be rooted in mutual respect, trust, and love. It is clear to me that their marriage is bona fide and not entered for immigration purposes. They present themselves as a devoted couple, genuinely focused on building a life together in the United States.

Confirmation of Truthfulness

I declare under penalty of perjury that the statements in this letter are true.

Printed Name: MARIA DE LOURDES CASTELLANOS MALDONADO.

Signature: 

Date: April 14 / 2024.

Attachment

A clear copy of my valid identification document with my signature is attached for verification.



Driver's Licence  
Permis de conduire

ON  
CANADA



12 NAME/ NOM  
CASTELLANOS MALDONADO,  
MARIA, DE LOURDES  
3 21 RAINWATER LANE  
BARRIE, ON, L4N 9J6

4d NUMBER/  
NUMÉRO C0774 - 51928 - 55217

4a ISS/DEL 2025/11/24 4b EXP/EXP. 2027/02/17

5 DD/RÉF IS6109235 16 HGT/HAUT 160 cm

15 SEX/SEXE F

8 CLASS/  
CATÉG G C0774-51928-55217  
1985/02/17

12 REST/  
COND

*Maria*

*Maria*

3 DOB/ODN 1985/02/17

**Support Letter for the Spousal Visa Application of Brenda Millani Potter and Christopher Alan Potter**

To Whom It May Concern,

My name is Peter Hojsan, born on 16 January 1990 in Mississauga, Ontario, Canada. I currently reside in Barrie, Ontario, Canada. I can be reached at 613-401-6544 and [peter.s.h@hotmail.com](mailto:peter.s.h@hotmail.com).

I am writing this letter in support of the spousal visa application of Brenda Millani Potter and their relationship with Christopher Alan Potter.

I have known Brenda Millani Potter and Christopher Alan Potter for years and a half as their very close friend. I first became aware of their relationship in 2025, when they first welcomed me into their home with open arms, and since then, I have had the opportunity to observe their relationship develop and grow.

Their relationship is genuine, committed, and built on mutual respect, trust, and care. I have personally witnessed their bond through the time spent together, trips and family gatherings. For example, we celebrated our mutual friend's daughter's birthday at Brenda Millani Potter and Christopher Alan Potter home. I've also had the privilege to celebrate both Brenda Millani Potter and Christopher Alan Potter birthday as well, for all the birthdays they were very warm and welcoming.

They consistently demonstrate a strong partnership, including communication, shared responsibilities, emotional support, and long-term planning. Their relationship reflects that of a real married couple, and it is clear they intend to build a life together.

Based on my personal knowledge and interactions with both individuals mentioned, I fully believe their marriage is bona fide and not entered for immigration purposes.

I fully support their application and believe they should be granted the opportunity to continue their life together.

I declare under penalty of perjury that the statements in this letter are true and correct to the best of my knowledge.

Sincerely,  
Peter Hojsan

  
Signature

21 Rainwater Lane  
Barrie, On, L4N 9J6  
613-401-6544  
[peter.s.h@hotmail.com](mailto:peter.s.h@hotmail.com)  
Date: 13 April 2026


**Ontario**

**Driver's Licence**  
**Permis de conduire**

**ON**  
**CANADA**



1,2 NAME/ NOM  
**HOJSAN,  
 PETER**

3 107 ORTONA AVE  
 PETAWAWA, ON, K8H 1B4

4d NUMBER/ NUMÉRO  
**H6193 - 62509 - 00116**

4a ISS/ DÉL  
**2023/07/21**

4b EXP/ EXP.  
**2027/01/16**

5 DD/ RÉF  
**HV1965931**

16 HGT/ HAUT.  
**183 cm**


6 SEX/ SEXE  
**M**

9 CLASS/ CATÉG.  
**GM2**


12 REST/ COND.

1990/01/16

H6193-62509-00116  
 1990/01/16


**National** **Défense**  
**Defence** **nationale**

**Canada**



**Canadian Forces**  
**Identification Card**

**Carte d'identité des**  
**Forces canadiennes**

**HOJSAN**  
 Surname Nom

**PETER**  
 Given names Prénoms

**NCM/PNO**  
 Status Statut

**16-Jan-2030**  
 Expiration

**NDI 20**

Enyşe de Oliveira Millani  
Avenida Padre Arlindo Vieira, 1035, apartment 35, block 4  
S o Paulo, SP, 04297000  
+5515996072323  
emaildaenyşe@yahoo.com.br  
April 9, 2026

### **Declaration of Support for Family-Based Petition**

To Whom It May Concern,

I am Brenda Millani Potter's mother and have been Christopher Alan Potter's mother-in-law for more than three years. I met Chris when Brenda celebrated her 15th birthday with a party for more than 100 people. They had met about a month earlier in a theater class. As often happens at these parties, there was dancing among the guests, and I noticed that they danced together all night. In the guest book, Chris wrote "from the love of your life" and signed it.

After this occasion, they began communicating regularly. Chris returned to the United States, but even so, they never drifted apart. They were always talking through WhatsApp, and whenever he came to Brazil, they were always together, which made me really glad, seeing how happy they were with each other. During those times, even during the Christmas season, they spent as much time together as possible. He visited my home and had lunch with the whole family. He said he liked the way I cared for and talked with Brenda, and that he wanted to be part of that.

During the pandemic, they began speaking daily again and started a relationship, which only brought them closer and closer. One day, Brenda told me: "Chris is going to return to Brazil so we can be together!"


And so it happened, he came to Brazil. I will never forget three extremely important days: the first was when he came to ask me for permission to marry her (he was extremely nervous!). The second was when he traveled by bus from the city of Sorocaba to S o Paulo (about 100 km) to ask her 89-year-old grandfather for her hand in marriage. And the third day, when he proposed and gave her the engagement ring,

complete with a special dinner, arriving home to an atmosphere (carefully planned by him) with special lighting and the song that had been the soundtrack of their relationship. I am very proud of the choice both of them made in this marriage. Chris is much more than just a son-in-law to me; I am very happy to have him in the family and to have him as a son.

I experienced the strength of their marriage firsthand when I visited them in Canada, as well as through the video calls that happen almost daily with Brenda, and through the many times Chris calls me just to chat and talk as well. I am very happy about their union in every way. They seem very secure with one another, in a relationship built on respect, joy, companionship, and love.

I declare, under penalty of perjury, that the foregoing is true and correct to the best of my knowledge and belief.

Please feel free to contact me if further information is required.

A handwritten signature in blue ink, reading "Enyşe de Oliveira Millani", is positioned above a horizontal line.

Enyşe de Oliveira Millani, April 9, 2026

FEDERATIVE REPUBLIC OF BRAZIL  
 MINISTRY OF TRANSPORTATION  
 NATIONAL TRAFFIC DEPARTMENT

CARTEIRA NACIONAL DE HABILITAÇÃO / DRIVER LICENSE / PERMISO DE CONDUCCIÓN

2 and 1 NAME AND SURNAME

ENYSE DE OLIVEIRA MILLANI

1st DRIVER LICENSE

06/12/1979

3 DATE, PLACE AND STATE OF BIRTH

04/18/1961 SÃO PAULO/SP

4a ISSUING DATE

08/13/2024

4b EXPIRATION DATE

08/23/2026

ACC

D

4c IDENTITY DOCUMENT / ISSUING AUTHORITY / STATE

9866412 SSP/SP

9 DRIVER

LICENSE CLASS

B

4d CPF

036.226.628-08

5 REGISTRATION No.

01775477430

NATIONALITY

BRAZILIAN

FILIATION

ENIS DE OLIVEIRA

MAECYRA MILLEN DE OLIVEIRA



*Enyse de Oliveira Millani*

7 HOLDER'S SIGNATURE

9	10	11	12	9	10	11	12
ACC				D			
A				D1			
A1				BE			
B			08/23/2026	CE			
B1				C1E			
C				DE			
C1				D1E			

12 NOTES

Empty box for notes.

PLACE

SOROCABA, SP

EDUARDO AGGIO DE SÁ  
 PRESIDENT OF DETRAN SP  
 (State Traffic Department of São Paulo)

ISSUER SIGNATURE

10444436137  
 SP026130788

SÃO PAULO

VALID IN ALL NATIONAL TERRITORY

2846359387

DO NOT LAMINATE

2846359387

I, Carolina Favero da Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that the professional translation of this document from Portuguese to English has been performed by myself, a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.



\_\_\_\_\_ Date: May 11, 2026.

Enyse de Oliveira Millani  
Avenida Padre Arlindo Vieira, 1035, apto 35, bloco 4  
São Paulo, SP, 04297000  
+5515996072323  
emaildaenyse@yahoo.com.br  
09 de abril de 2026

### **Declaração de Apoio para Petição Baseada em Família**

A quem possa interessar,

Sou mãe de Brenda Millani Potter, sogra de Christopher Alan Potter há mais de três anos. Conheci o Chris quando a Brenda comemorou seus 15 anos, com uma festa para mais de 100 pessoas. Eles tinham se conhecido cerca de um mês antes em curso de teatro. Como acontece nessas festas, houve dança entre os convidados e reparei que dançaram a noite toda. No livro de presença, o Chris escreveu “do amor da sua vida” e assinou.

Depois dessa ocasião, eles passaram a se comunicar. O Chris voltou aos Estados Unidos, mas mesmo assim nunca mais se deixaram. Estavam sempre conversando via WhatsApp ou nas vezes em que ele vinha ao Brasil, sempre estavam juntos, o que me fazia muito feliz, vendo a felicidade deles em estarem juntos. Nessas vezes, até mesmo na época natalina, estavam o maior tempo possível, perto um do outro. Ele frequentava a minha casa e almoçava com a família toda. Dizia que gostava da forma como eu cuidava e conversava com a Brenda e que queria fazer parte disso.

Na época da pandemia, voltaram a se falar diariamente e engataram em um namoro, o que fazia com que o contato entre eles somente se estreitasse cada vez mais. Um belo dia a Brenda me disse: o Chris vai voltar pro Brasil para ficarmos juntos!

Assim foi, ele veio para o Brasil. Nunca vou me esquecer de três dias importantíssimos: um quando ele veio me pedir a permissão para casar com ela (estava nervoso à beça!). O segundo dia quando ele foi de ônibus da cidade de Sorocaba até São Paulo (cerca de 100 km) para pedir a mão dela em assamento ao avô que tinha 89 anos, e o terceiro dia, quando ele fez o pedido de casamento e **148** o anel de noivado a ela,

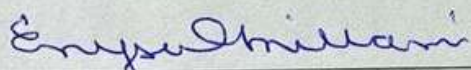
com direito a jantar especial, chegou em casa em ambiente (cuidadosamente pensado por ele) com luzes especiais e a música que embalava o namoro deles. Tenho muito orgulho da escolha de ambos nesse casamento. O Chris é muito mais do que apenas um filho postiço ou genro; tenho muito prazer em tê-lo na família e tê-lo como filho.

Senti de perto a força do casamento deles quando visitei no Canadá, assim como por conversas de vídeo que acontecem quase diariamente com a Brenda e por muitas vezes o Chris me liga para bater papo e conversamos também. Estou muito feliz por essa união dos dois em todos os aspectos. Parecem seguros um com o outro, em um relacionamento à base de respeito, alegria, companheirismo e amor.

Declaro, sob pena de perjúrio, que o exposto acima é verdadeiro e correto de acordo com o melhor do meu conhecimento e crença.

Por favor, sinta-se à vontade para entrar em contato comigo caso sejam necessárias mais informações.

Atenciosamente,



Enyşe de Oliveira Millani, 9 de abril de 2026

REPÚBLICA FEDERATIVA DO BRASIL

MINISTERIO DOS TRANSPORTES  
SECRETARIA NACIONAL DE TRANSITO



CARTEIRA NACIONAL DE HABILITAÇÃO / DRIVER LICENSE / PERMISO DE CONDUCCIÓN

2ª 1 NOME E SOBRENOME  
ENYSE DE OLIVEIRA MILLANI

1ª HABILITAÇÃO  
12/06/1979

3 DATA LOCAL E UF DE NASCIMENTO  
18/04/1961 SAO PAULO/SP

4a DATA EMISSÃO  
13/08/2024

4b VALIDADE  
23/08/2026

ACC  
D

4c DOC. IDENTIDADE / ORG. EMISSOR / UF  
9866412 SSP/SP

4d CPF  
036.226.628-08

5 Nº REGISTRO  
01775477430

9 CAT. HAB.  
B



NACIONALIDADE  
BRASILEIRO

FILIAÇÃO  
ENIS DE OLIVEIRA

MAECYRA MILLEN DE OLIVEIRA

7 ASSINATURA DO PORTADOR

	9	10	11	12	9	10	11	12
ACC					D			
A					D1			
A1					BE			
B			23/08/2026		CE			
B1					C1E			
C					DE			
C1					D1E			

12 OBSERVAÇÕES

Empty box for observations.

EDUARDO AGGIO DE SÁ  
DIRETOR PRESIDENTE DO DETRAN-SP

ASSINATURA DO EMISSOR

10444436137  
SP026130786

LOCAL  
SOROCABA, SP

SÃO PAULO

VALIDA EM TODO O TERRITÓRIO NACIONAL

2846359387

PROIBIDO ELASTIFICAR

2846359387

Support letter for  
Christopher and Brenda's application/petition

Rafael Inácio Ritter, 08/11/1995, Curitiba - Paraná, Brazil. (15)99142-2891.  
[ra\\_ritter@hotmail.com](mailto:ra_ritter@hotmail.com)

I met Christopher when we were children. We attended the same school, called Uirapuru School, in Sorocaba, and we lived in the same neighborhood, called Granja Olga.

A few years later, we both moved to another school, Salesiano School. We remained friends for many years and frequently visited each other's homes, as our parents also became friends over time.

In 2015, he moved to the United States, to the city of Riverside, California, to attend college. In that same year, I visited him with another friend.

In 2022, when he moved back to Brazil, he introduced me to Brenda, who at the time was his girlfriend, and from that moment on we also became friends.

The following year, they got married and invited me to be the best man at their wedding.

I have known Christopher for more than 20 years and have always considered him an honest, responsible person who is very dedicated to those around him.

I declare, under penalty of perjury, that the contents of this letter are true.



Rafael Inácio Ritter

**FEDERATIVE REPUBLIC OF BRAZIL**



**STATE OF SÃO PAULO**  
STATE SECRETARIAT OF PUBLIC SECURITY  
IDENTIFICATION INSTITUTE  
"RICARDO GUMBLETON DAUNT"

**8260-2**

**NAME**

**RAFAEL INÁCIO RITTER**



**FILIATION**  
JOSÉ CARLOS RANGEL RITTER

CELIA MARIA INACIO RITTER

**DATE OF BIRTH**  
08 / 11 / 1995

**CITY OF BIRTH**  
CURITIBA - PARANÁ

**NOTE**

64716235

**ISSUING AUTHORITY**  
SSP-SP

**RH FACTOR**



**SIGNATURE OF THE HOLDER**

IDENTITY CARD

**LAW No. 7.116 OF AUGUST 29, 1983**

**CPF** 384445048/31

**DNI**

**GENERAL RECORD** 38.277.270-7

**2nd Copy**

**ISSUING DATE** 03 / 22 / 2024

**CIVIL REGISTRY**  
CURITIBA-PARANÁ, NOVO MUNDO, BIRTH CERTIFICATE BOOK A007/PAGE 289/No. 03578

**VOTER ID**

**EMPLOYMENT RECORD BOOK**

**SERIES**   **STATE**

**NIS/PIS/PASEP**


**PROFESSIONAL ID**


**MILITARY CERTIFICATE**

**DRIVER'S LICENCE**

**NATIONAL HEALTH CARD**

**RIGHT THUMB**





**Mauricio Jobe Lemos Freire**  
Police Chief of the Civil Police of São Paulo

**SIGNATURE OF THE DIRECTOR**

VALID IN ALL NATIONAL TERRITORY

I, Carolina Favero da Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that the professional translation of this document from Portuguese to English has been performed by myself, a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.



\_\_\_\_\_ Date: May 11, 2026.

## Carta de suporte para a aplicação/petição de Christopher e Brenda

Rafael Inácio Ritter, 11/08/1995, Curitiba – PR, Brasil. (15)99142-2891.

[ra\\_ritter@hotmail.com](mailto:ra_ritter@hotmail.com)

Conheci Christopher quando éramos crianças. Estudávamos na mesma escola, chamada Colégio Uirapuru, em Sorocaba, e morávamos no mesmo bairro, chamado Granja Olga.

Alguns anos depois, nós dois mudamos para outra escola, o Colégio Salesiano.

Continuamos amigos por muitos anos e frequentemente visitávamos a casa um do outro, já que nossos pais também se tornaram amigos ao longo do tempo.

Em 2015, ele se mudou para os Estados Unidos, para a cidade de Riverside, na Califórnia, para cursar a faculdade. Nesse mesmo ano, fui visitá-lo juntamente com outro amigo.

Em 2022, quando voltou a morar no Brasil, ele me apresentou Brenda, que na época era sua namorada, e a partir desse momento também nos tornamos amigos.

No ano seguinte, eles se casaram e me convidaram para ser padrinho do casamento deles.

Conheço Christopher há mais de 20 anos e sempre o considerei uma pessoa íntegra, responsável e muito dedicada às pessoas ao seu redor.

Eu declaro, sob pena de perjúrio, que o descrito nesta carta é verdadeiro.




Rafael Inácio Ritter

**REPÚBLICA FEDERATIVA DO BRASIL**

**ESTADO DE SÃO PAULO** 8260-2  
SECRETARIA DA SEGURANÇA PÚBLICA  
INSTITUTO DE IDENTIFICAÇÃO  
"RICARDO GUMBLETON DAUNT"

NOME **RAFAEL INÁCIO RITTER**



FILIAÇÃO  
JOSÉ CARLOS RANGEL RITTER  
CELIA MARIA INACIO RITTER

DATA NASCIMENTO **11/08/1995** ORGÃO EXPEDIDOR **SSP-SP** FATOR RH  
NATURALIDADE **CURITIBA - PR**  
OBSERVAÇÃO

64716235

*Ritter*  
ASSINATURA DO TITULAR

**CARTEIRA DE IDENTIDADE**

Valida

**LEI Nº 7.116 DE 29 DE AGOSTO DE 1983**

CPF **384445048/31** DNI  
REGISTRO GERAL **38.277.250-7** 2 via DATA DE EXPEDIÇÃO **22/03/2024**  
REGISTRO CIVIL  
CURITIBA-PR NOVO MUNDO CN:LV.A007/FLSº289/Nº03578

T. ELEITOR CTPS SÉRIE UF  
NIS/PIS/PASEP IDENTIDADE PROFISSIONAL  
CERT. MILITAR  
CNH CNS

Maurício José Lemos Freire  
Delegado Divisório de Polícia IIRGO\_PCSP  
ASSINATURA DO DIRETOR



**VALIDA EM TODO O TERRITÓRIO NACIONAL**

**Exhibit 7 - Evidence  
of Bona Fide  
Marriage:  
Photographic  
Evidence of  
Relationship**

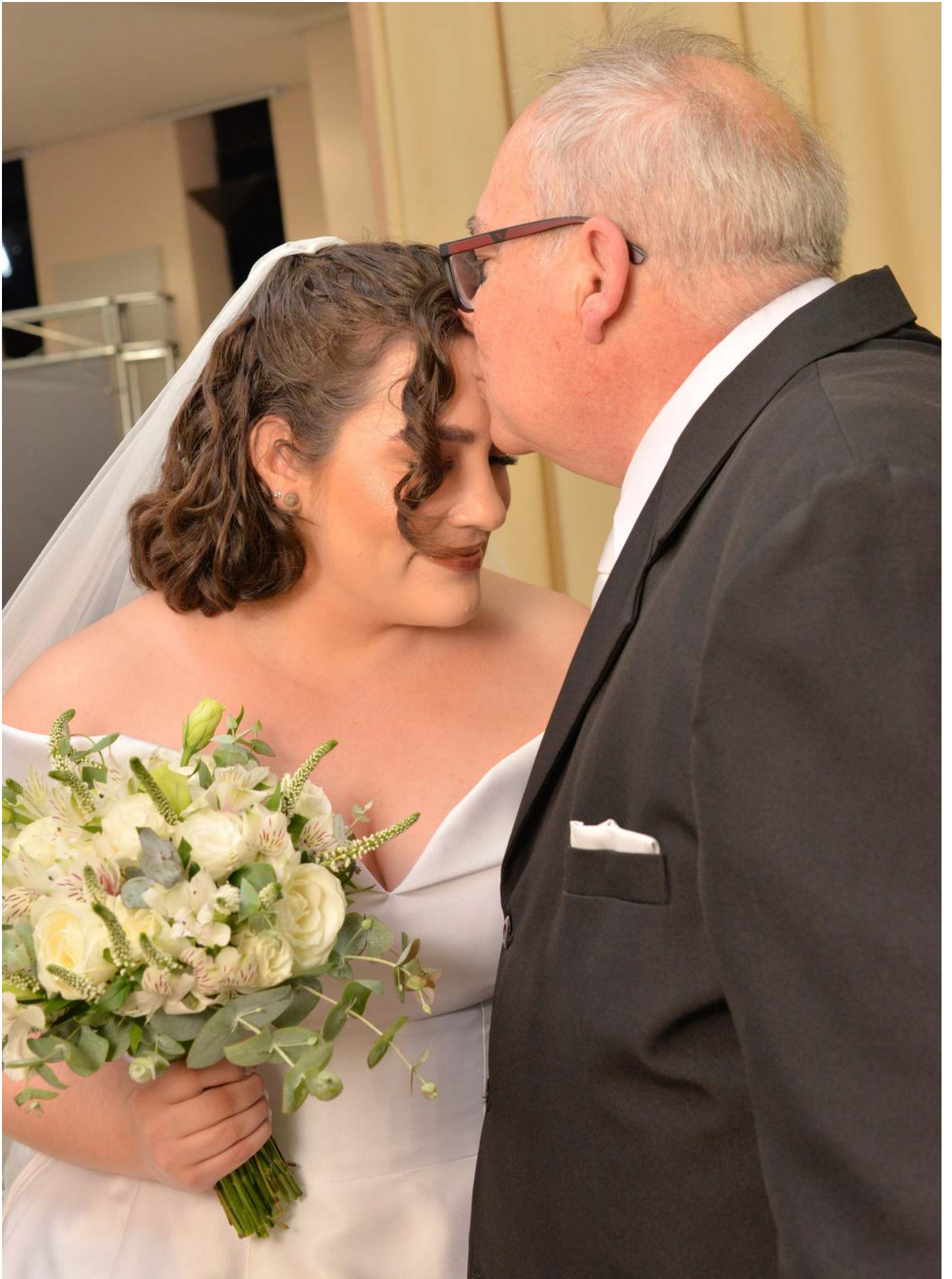
**Christopher Alan Potter  
and  
Brenda Millani Potter  
wedding photos**























**Christopher Alan Potter  
and  
Brenda Millani Potter  
photos**



**05/19/2026 - Christopher and Brenda at Lombard St., San Francisco, with Christopher's mom and grandparents**



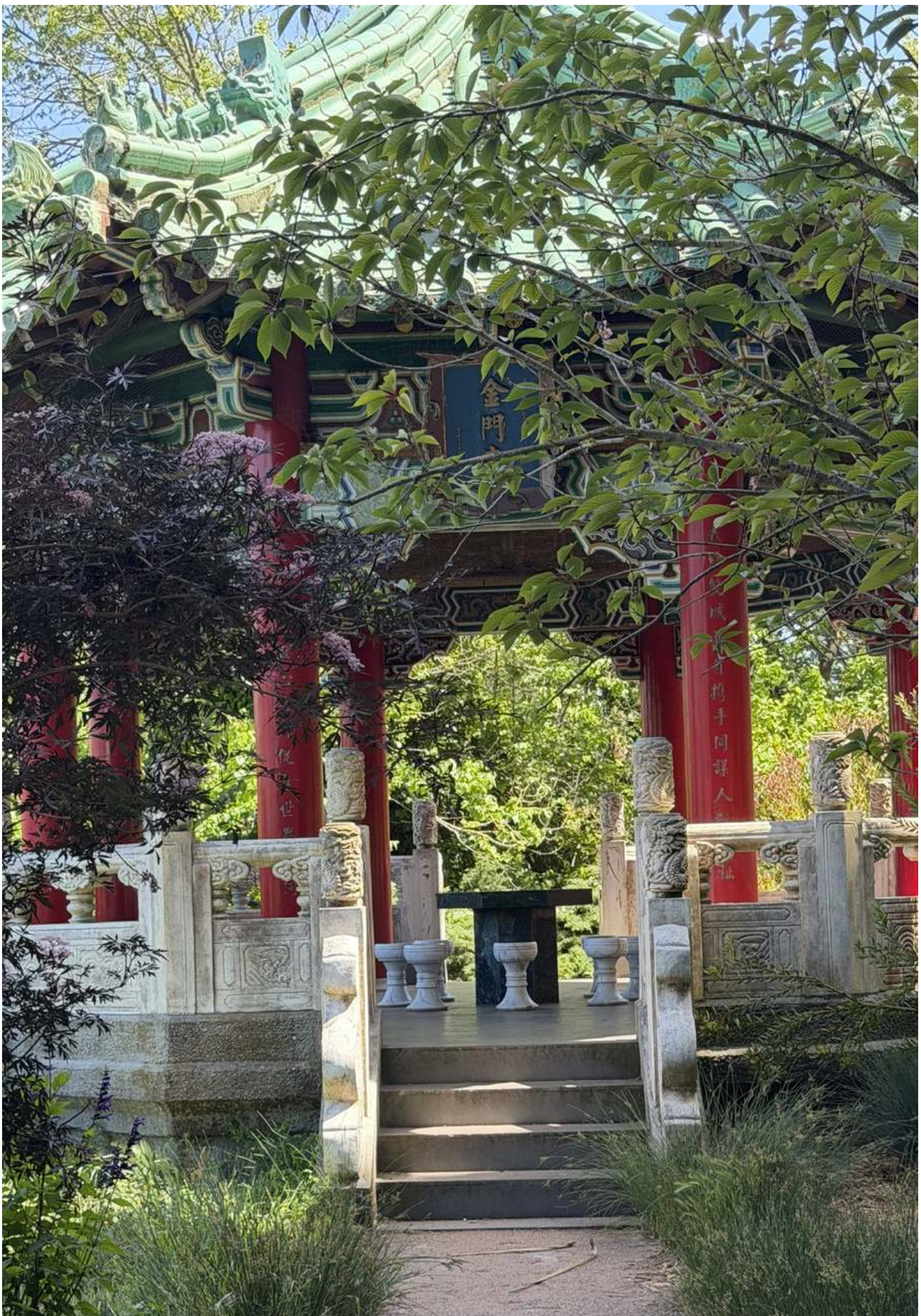
**05/19/2026 - Christopher and Brenda at Golden Gate Bridge, San Francisco**



**05/19/2026 - Christopher and Brenda at Honeymoon Bay, San Francisco, with Christopher's mom and grandparents**



**05/20/2026 - photo taken by Christopher and Brenda at Pier 39, San Francisco**



**05/20/2026 - photo taken by Christopher and Brenda at Golden Gate's Chinese Pavilion, San Francisco**



**05/20/2026 - photo taken by Christopher and Brenda at Blue Heron Lake, San Francisco**



**April 2026 - Christopher and Brenda at Shark fin  
Cove in California**



**04/19/2026 - Christopher and Brenda at a barbecue celebrating Christopher's birthday with his family**



**March 2026 - Christopher and Brenda at a chocolate company**



**03/28/2026 - Christopher and Brenda at Fioli's House, Woodside**



**03/21/2026 - Christopher and Brenda at Painted Ladies, San Francisco**



**03/21/2026 - Christopher and Brenda at Golden Gate Bridge, San Francisco**



**01/30/2026 - photo taken by Christopher and Brenda at Chinatown, San Francisco**



**01/19/2026 - photo taken by Christopher and Brenda at Santana Row, San Francisco**



**01/11/2026 - Christopher and Brenda at a beach,  
San Francisco**



**01/10/2026 - photo taken by Christopher and Brenda at Simon Outlet, Carlsbad**

IS YOUR RECEIPT  
METER: 03026193-3026193  
Trans: 000095  
Time: 2:14PM JAN 07  
Price: \$16.00  
Card: \*\*\*\*\*1526  
Auth: 469366  
THIS SIDE UP - ON DASH



SMALL  
KE  
AKE  
SNAKE  
SNAKE

1060728  
Visit [sdzwa.org](http://sdzwa.org)  
Ticket Terms and Conditions  
704612

**SAN DIEGO ZOO  
ADULT 1-DAY PASS**



Includes Guided Bus Tour  
and Skyfari Aerial Tram subject to availability.

Expires: **01/07/2026**

/504:006754/9991

01/07/2026/ 2:14 PM//VISA



70104110504701449103260107

**01/07/2026 - photo taken Christopher and Brenda of San Diego Zoo Ticket**



**November 2025**



**11/27/25 - Christopher and Brenda celebrating Thanksgiving with their friends**



**September 25 - Christopher and Brenda having breakfast with their friend's daughter**



**July 2025 - Christopher and Brenda with  
Christopher's grandparents**



**July 2025 - Christopher and Brenda in Calgary celebrating their friend's daughter's birthday**



**June 2025 - Christopher and Brenda at her college graduation**



**June 2025 - Christopher and Brenda at a concert with their friends**



**May 2025 - Christopher and Brenda traveling to Canada with their friend**



**April 2025 - Brenda celebrating Christopher's birthday party with their friends**



**April 2025 - Christopher, Brenda and their friend celebrating his birthday party**



**March 2025 - Christopher and Brenda on a night out after work**



**January 2025 - Christopher and Brenda at a Broadway show**



**December 2024 - Christopher and Brenda celebrating Christmas with their friends**



**December 2024 - Christopher and Brenda at their house in Calgary celebrating their friend's daughter's birthday**



**December 2024 - Christopher and Brenda at their house in Calgary celebrating their friend's daughter's birthday**



**December 2024 - Christopher and Brenda at a Ballet concert**



**November 2024 - Christopher and Brenda traveling to Disneyland to celebrate Thanksgiving with his family**



**November 2024 - Christopher and Brenda celebrating Thanksgiving in Disneyland**



**November 2024 - Christopher and Brenda celebrating Thanksgiving in Disneyland with his family**



**November 2024 - Christopher and Brenda celebrating their wedding anniversary**



**September 2024 - Christopher and Brenda going to the gay parade for his work event**



**August 2024 - Christopher and Brenda in their housewarming party**



**July 2024 - Christopher and Brenda at the Calgary Stampede Rodeo**



**July 2024 - Christopher and Brenda at the Calgary Stampede Rodeo**



**April 2024 - Brenda's mother visiting them in Calgary**



**March 2024 - Christopher and Brenda at a  
Candlelight concert**



**March 2024 - Christopher and Brenda at a  
Candlelight concert**



**December 2023 - Christopher and Brenda celebrating Christmas together**



**December 2023 - Christopher and Brenda celebrating Christmas together**



**November 2023 - Christopher and Brenda celebrating their anniversary (photo from his point of view)**



**November 2023 - Christopher and Brenda celebrating their anniversary (photo from her point of view)**



**November 2023 - Christopher and Brenda going out to celebrate their anniversary**



**November 2023 - Christopher and Brenda at the Christmas market**



**November 2023 - Christopher and Brenda at the Christmas market**



**October 2023 - Christopher and Brenda celebrating Halloween with her friends from college**



**July 2023 - Christopher and Brenda at a farewell breakfast from Brazil with her parents**



**July 2023 - Christopher and Brenda saying goodbye to his friend and family**



**July 2023 - Christopher and Brenda saying goodbye to her parents, niece and nephew at the airport**



**June 2023 - Brenda at her bachelorette party. In the balloon it says: "Brenda is getting married"**



**June 2023 - Brenda in her bachelorette party with her friends**



**June 2023 - Christopher in his bachelor party with his friends**



**June 2023 - Christopher and Brenda celebrating a traditional brazilian party with her niece**



**June 2023 - Christopher with Brenda's niece celebrating a traditional brazilian party**



**June 2023 - Christopher taking a photo of Brenda and her niece celebrating a traditional brazilian party**



**June 2023 - Christopher, Brenda and her niece in a concert**



**June 2023 - Christopher helping Brenda's niece see the concert**



**April 2023 - Christopher and Brenda with their groomsmen and bridesmaids**



**April 2023 - Christopher and Brenda in a reunion with their groomsmen and bridesmaids**



**December 2022- Christopher and Brenda celebrating their friend's birthday**



**November 2022 - Christopher and Brenda celebrating their civil wedding**



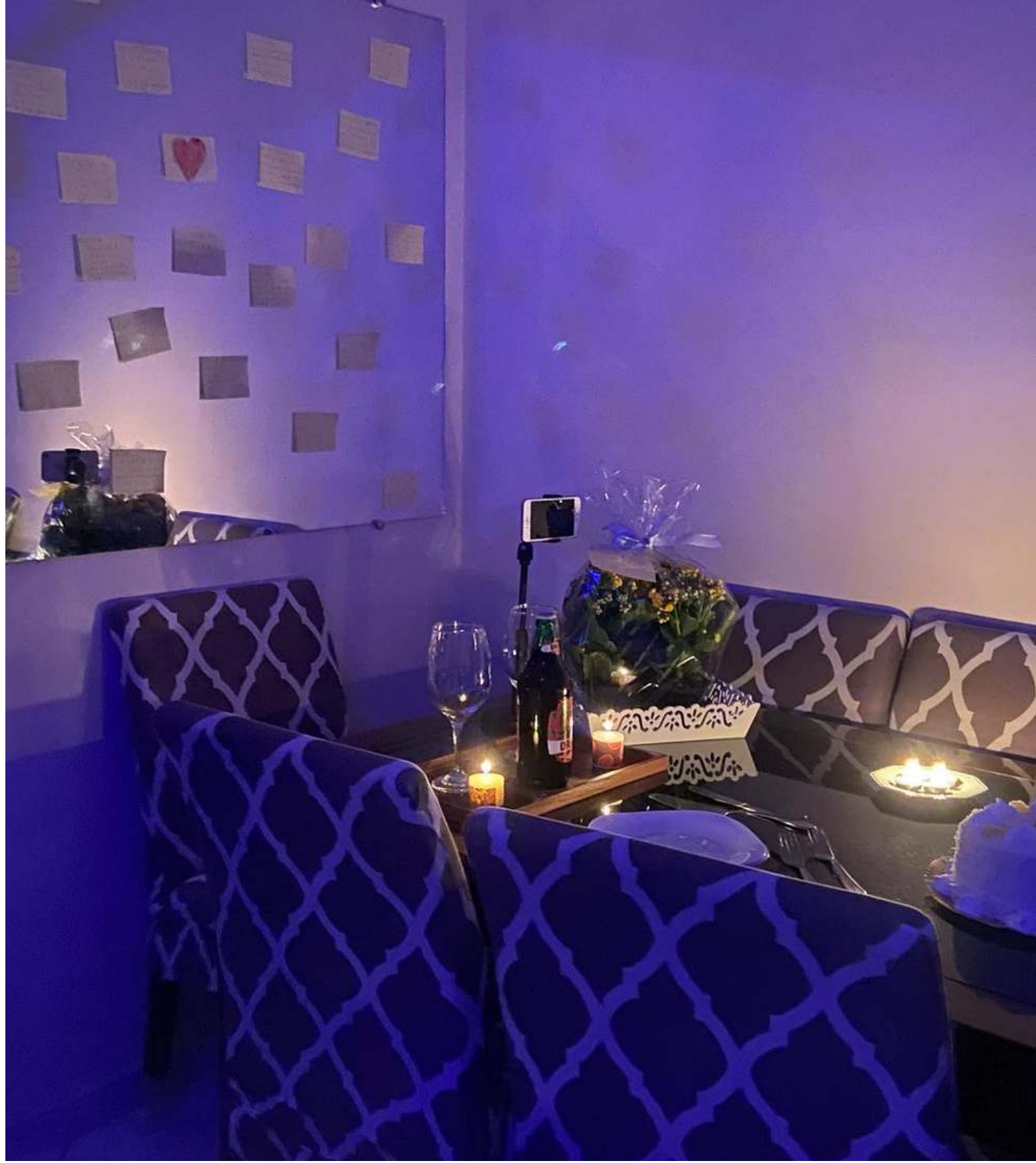
**November 2022 - Christopher and Brenda watching a movie with her niece and nephew**



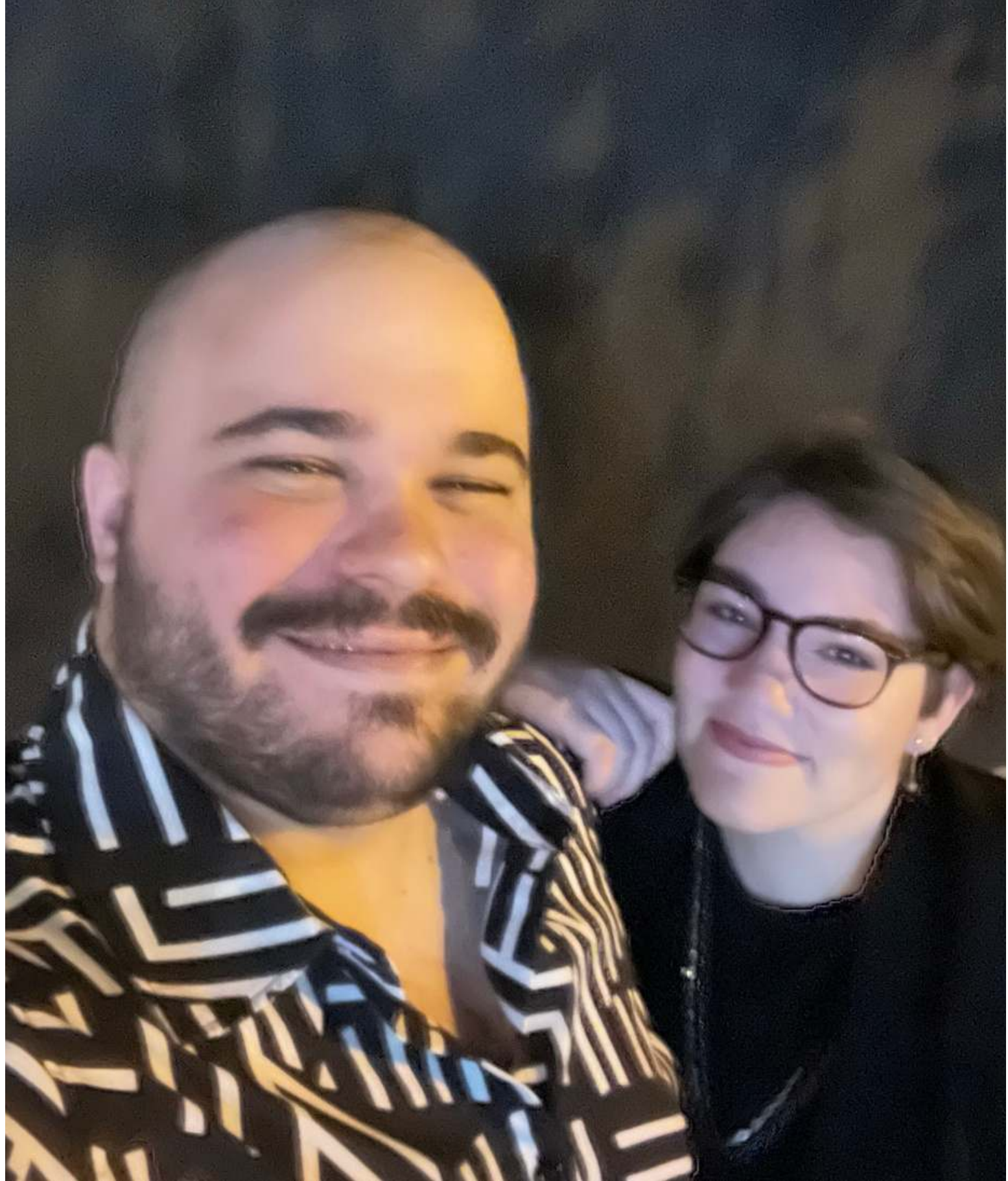
**October 2022 - Christopher and Brenda celebrating the engagement with their friends**



**October 2022 - Brenda said yes to Christopher's proposal**



**October 2022 - Christopher organized a surprise dinner to propose to Brenda**



**October 2022 - Christopher and Brenda on the day of the proposal**



**October 2022 - Christopher and Brenda helping her niece and nephew in their school activities**



**July 2022 - Christopher and Brenda with their friends at the mall**



**July 2022 - Christopher playing with Brenda's niece and nephew**



**June 2022 - Christopher and Brenda celebrating his friend's graduation**



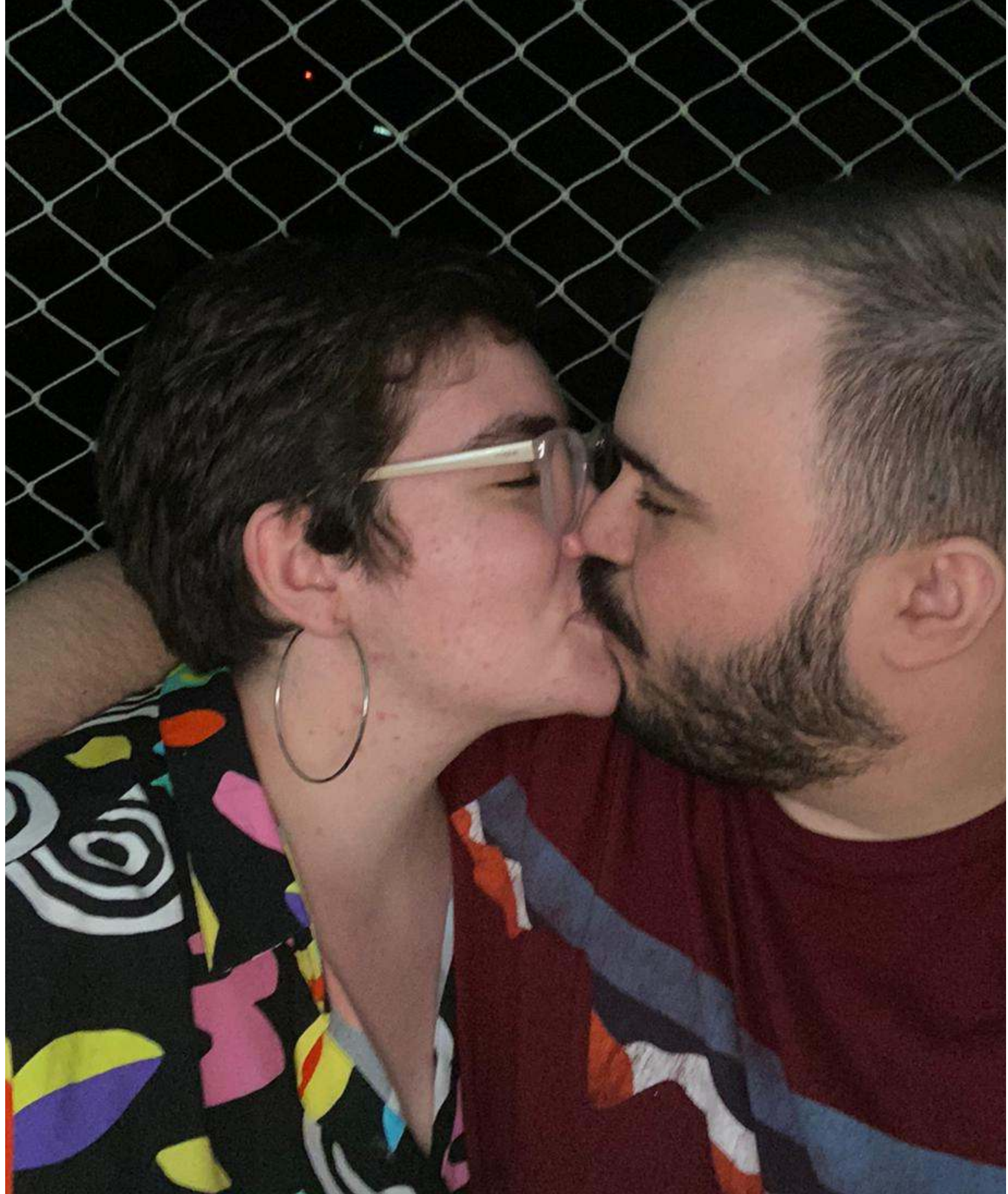
**06/12/22 - Christopher and Brenda celebrating brazilian valentine's day**



**06/12/22 - Christopher and Brenda celebrating  
brazilian valentine's day**



**May 2022 - Christopher and Brenda celebrating a traditional brazilian party with her niece**



**12/31/21 - Christopher and Brenda celebrating their first New Year's together**



**December 2021- Christopher arriving in Brazil**



**January 2015 - Christopher and Brenda at his farewell party before moving to the US**



**March 2014 - Christopher and Brenda at her 15th birthday party**

**Exhibit 8 - Brenda  
Millani Potter's  
Psychologist  
Statement with  
English Translation**



## Medical Certificate

I hereby certify, for all applicable purposes, that Brenda Millani Potter has been under weekly psychological treatment in an online format since 2019.

During the course of treatment, Brenda presents significant emotional distress related to recurring episodes of depression. Since the beginning of treatment, Brenda reports her husband as the main emotional support during moments of apathy, anhedonia, and extreme sadness. Given this context, the maintenance of contact with her main reference bond, her husband, is considered important as a protective factor to strengthen emotional coping resources as well as to provide support during moments of emotional distress.

ICD F32.1: Moderate depressive episode

Sorocaba, June 1, 2026.

---

Tatiane Guimarães Pereira  
Psychologist  
CRP: 06-99345  
(Regional Council of Psychology)  
[tatianguimaraespereira@gmail.com](mailto:tatianguimaraespereira@gmail.com)  
55 15 98801 4000

Tatiane Guimarães Pereira  
Psychologist  
CRP 06/99345

I, Carolina Favero da Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that the professional translation of this document from Portuguese to English has been performed by myself, a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.



Date: June 10, 2026.



## Atestado

Atesto para os devidos fins que Brenda Millani Potter está em acompanhamento psicológico semanal, na modalidade online, desde 2019.

No decorrer do acompanhamento, Brenda apresenta importante sofrimento emocional relacionado a recorrentes episódios de depressão. Desde o início do tratamento, refere o marido como principal apoio emocional nos momentos de apatia, anedonia e extrema tristeza. Diante desse contexto, revela-se importante a manutenção do convívio de seu maior vínculo de referência, o marido, como fator protetivo para fortalecer seus recursos emocionais de enfrentamento como também de acolhimento em seus momentos de sofrimento emocional.

CID F32.1: Episódio depressivo moderado

Sorocaba, 01 de Junho de 2026

---

Tatiane Guimarães Pereira  
Psicóloga  
CRP: 06-99345  
[tatianeguimaraespereira@gmail.com](mailto:tatianeguimaraespereira@gmail.com)  
55 15 98801 4000

Tatiane Guimarães Pereira  
Psicóloga  
CRP 06/99345

**Exhibit 9 -  
Petitioner's Financial  
Information**

# File by Mail Instructions for your 2025 Federal Tax Return

Important: Your taxes are not finished until all required steps are completed.



Christopher A Potter  
68 Sinclair Crescent SW  
Calgary, AB, T2W0L9, Canada

<b>Balance Due/Refund</b>	Your federal tax return (Form 1040) shows no balance due or refund amount.															
<b>What You Need to Mail</b>	<p>Your tax return - The official return for mailing is included in this printout. Remember to sign and date the return.</p> <p>Mail your return to: Department of the Treasury Internal Revenue Service Austin, TX 73301-0215 USA</p> <p>Deadline: Postmarked by Wednesday, April 15, 2026</p> <p>Note: Your state return may be due on a different date. Please review your state filing instructions.</p> <p>Don't forget correct postage on the envelope.</p>															
<b>What You Need to Keep</b>	Keep these instructions and a copy of your return for your records. You can download or print a copy of your return by logging into your TurboTax account.															
<b>2025 Federal Tax Return Summary</b>	<table><tr><td>Adjusted Gross Income</td><td>\$</td><td>0.00</td></tr><tr><td>Taxable Income</td><td>\$</td><td>0.00</td></tr><tr><td>Total Tax</td><td>\$</td><td>0.00</td></tr><tr><td>No Refund or Amount Due</td><td>\$</td><td>0.00</td></tr><tr><td>Effective Tax Rate</td><td></td><td>0.00%</td></tr></table>	Adjusted Gross Income	\$	0.00	Taxable Income	\$	0.00	Total Tax	\$	0.00	No Refund or Amount Due	\$	0.00	Effective Tax Rate		0.00%
Adjusted Gross Income	\$	0.00														
Taxable Income	\$	0.00														
Total Tax	\$	0.00														
No Refund or Amount Due	\$	0.00														
Effective Tax Rate		0.00%														



Hi Christopher,

We just want to thank you for using TurboTax this year! It's our goal to make your taxes easy and accurate, year after year.

Many happy returns from TurboTax.

For the year Jan. 1–Dec. 31, 2025, or other tax year beginning , 2025, ending , 20 See separate instructions.

Filed pursuant to section 301.9100-2 Combat zone Deceased Spouse Other

Your first name and middle initial Christopher A Last name Potter Your social security number 617 92 9689

If joint return, spouse's first name and middle initial Last name Spouse's social security number

Home address (number and street). If you have a P.O. box, see instructions. 68 Sinclair Crescent SW Apt. no. Check here if your main home, and your spouse's if filing a joint return, was in the U.S. for more than half of 2025.

City, town, or post office. If you have a foreign address, also complete spaces below. Calgary State ZIP code Presidential Election Campaign Check here if you, or your spouse if filing jointly, want \$3 to go to this fund. Checking a box below will not change your tax or refund.

Foreign country name Canada Foreign province/state/county AB Foreign postal code T2W0L9 You Spouse

Filing Status Single Married filing jointly (even if only one had income) Head of household (HOH) Married filing separately (MFS). Enter spouse's SSN above and full name here: Brenda Millani Potter Qualifying surviving spouse (QSS) If you checked the HOH or QSS box, enter the child's name if the qualifying person is a child but not your dependent: If treating a nonresident alien or dual-status alien spouse as a U.S. resident for the entire tax year, check the box and enter their name (see instructions and attach statement if required):

Digital Assets At any time during 2025, did you: (a) receive (as a reward, award, or payment for property or services); or (b) sell, exchange, or otherwise dispose of a digital asset (or a financial interest in a digital asset)? (See instructions.) Yes No

Table with 5 columns: (1) First name, (2) Last name, (3) SSN, (4) Relationship, (5) Check if lived with you more than half of 2025, (6) Check if (Full-time student, Permanently and totally disabled), (7) Credits (Child tax credit, Credit for other dependents).

Check if your filing status is MFS or HOH and you lived apart from your spouse for the last 6 months of 2025, or you are legally separated according to your state law under a written separation agreement or a decree of separate maintenance and you did not live in the same household as your spouse at the end of 2025.

Income section table with rows 1a-1z, 2a-2b, 3a-3b, 4a-4b, 5a-5b, 6a-6b, 7a, 8, 9, 10, 11a. Includes sub-rows for tax-exempt interest, qualified dividends, IRA distributions, pensions, social security benefits, capital gain, and adjustments to income.

**Tax and Credits**

**11b** Amount from line 11a (adjusted gross income) . . . . . **11b**

**12a** Someone can claim  You as a dependent  Your spouse as a dependent

**b**  Spouse itemizes on a separate return **c**  You were a dual-status alien

**d** **You:**  Were born before January 2, 1961  Are blind

**Spouse:**  Was born before January 2, 1961  Is blind

**e** **Standard deduction or itemized deductions** (from Schedule A) . . . . . **12e** 15,750.

**13a** Qualified business income deduction from Form 8995 or Form 8995-A . . . . . **13a**

**b** Additional deductions from Schedule 1-A, line 38 . . . . . **13b**

**14** Add lines 12e, 13a, and 13b . . . . . **14** 15,750.

**15** Subtract line 14 from line 11b. If zero or less, enter -0-. This is your **taxable income** . . . . . **15** 0.

**16** **Tax** (see instructions). Check if any from Form(s): **1**  8814 **2**  4972 **3**  . . . . . **16** 0.

**17** Amount from Schedule 2, line 3 . . . . . **17**

**18** Add lines 16 and 17 . . . . . **18** 0.

**19** Child tax credit or credit for other dependents from Schedule 8812 . . . . . **19**

**20** Amount from Schedule 3, line 8 . . . . . **20**

**21** Add lines 19 and 20 . . . . . **21**

**22** Subtract line 21 from line 18. If zero or less, enter -0- . . . . . **22** 0.

**23** Other taxes, including self-employment tax, from Schedule 2, line 21 . . . . . **23** 0.

**24** Add lines 22 and 23. This is your **total tax** . . . . . **24** 0.

**Standard deduction for—**

- Single or Married filing separately, \$15,750
- Married filing jointly or Qualifying surviving spouse, \$31,500
- Head of household, \$23,625
- If you checked a box on line 12a, 12b, 12c, or 12d, see inst.

**Payments and Refundable Credits**

**25** Federal income tax withheld from:

**a** Form(s) W-2 . . . . . **25a**

**b** Form(s) 1099 . . . . . **25b**

**c** Other forms (see instructions) . . . . . **25c**

**d** Add lines 25a through 25c . . . . . **25d**

**26** 2025 estimated tax payments and amount applied from 2024 return . . . . . **26**

If you made estimated tax payments with your former spouse in 2025, enter their SSN (see instructions): \_\_\_\_\_

**27a** Earned income credit (EIC) . . . . . **27a**

**b** Clergy filing Schedule SE (see instructions) . . . . .

**c** If you do not want to claim the EIC, check here . . . . .

**28** Additional child tax credit (ACTC) from Schedule 8812. If you do not want to claim the ACTC, check here . . . . .  **28**

**29** American opportunity credit from Form 8863, line 8 . . . . . **29**

**30** Refundable adoption credit from Form 8839, line 13 . . . . . **30**

**31** Amount from Schedule 3, line 15 . . . . . **31**

**32** Add lines 27a, 28, 29, 30, and 31. These are your **total other payments and refundable credits** . . . . . **32**

**33** Add lines 25d, 26, and 32. These are your **total payments** . . . . . **33**

If you have a qualifying child, you may need to attach Sch. EIC.

**Refund**

**34** If line 33 is more than line 24, subtract line 24 from line 33. This is the amount you **overpaid** . . . . . **34**

**35a** Amount of line 34 you want **refunded to you**. If Form 8888 is attached, check here . . . . .  **35a**

**b** Routing number  X  X  X  X  X  X  X  X **c** Type:  Checking  Savings

**d** Account number  X  X  X  X  X  X  X  X  X  X  X  X  X  X  X

**36** Amount of line 34 you want **applied to your 2026 estimated tax** . . . . . **36**

**Amount You Owe**

**37** Subtract line 33 from line 24. This is the **amount you owe**. For details on how to pay, go to [www.irs.gov/Payments](http://www.irs.gov/Payments) or see instructions . . . . . **37** 0.

**38** Estimated tax penalty (see instructions) . . . . . **38**

**Third Party Designee**

Do you want to allow another person to discuss this return with the IRS? See instructions.  **Yes**. Complete below.  **No**

Designee's name \_\_\_\_\_ Phone no. \_\_\_\_\_ Personal identification number (PIN) \_\_\_\_\_

**Sign Here**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature	Date	Your occupation Personal Concierge	If the IRS sent you an Identity Protection PIN, enter it here (see inst.)
Spouse's signature. If a joint return, <b>both</b> must sign.	Date	Spouse's occupation	If the IRS sent your spouse an Identity Protection PIN, enter it here (see inst.)

Phone no. (408) 549-5309 Email address \_\_\_\_\_

**Paid Preparer Use Only**

Preparer's name \_\_\_\_\_ Preparer's signature \_\_\_\_\_ Date \_\_\_\_\_ PTIN \_\_\_\_\_ Check if:  Self-employed

Firm's name Self-Prepared Phone no. \_\_\_\_\_

Firm's address \_\_\_\_\_ Firm's EIN \_\_\_\_\_

**SCHEDULE B  
(Form 1040)**

Department of the Treasury  
Internal Revenue Service

**Interest and Ordinary Dividends**

Attach to Form 1040 or 1040-SR.  
Go to [www.irs.gov/ScheduleB](http://www.irs.gov/ScheduleB) for instructions and the latest information.

OMB No. 1545-0074

**2025**  
Attachment  
Sequence No. **08**

Name(s) shown on return: Christopher A Potter Your social security number: 617-92-9689

		Amount
<b>Part I Interest</b> <small>(See instructions and the Instructions for Form 1040, line 2b.)</small> <b>Note:</b> If you received a Form 1099-INT, Form 1099-OID, or substitute statement from a brokerage firm, list the firm's name as the payer and enter the total interest shown on that form.	<b>1</b> List name of payer. If any interest is from a seller-financed mortgage and the buyer used the property as a personal residence, see the instructions and list this interest first. Also, show that buyer's social security number and address: ..... ..... ..... .....	<b>1</b>
	<b>2</b> Add the amounts on line 1 . . . . .	<b>2</b>
	<b>3</b> Excludable interest on series EE and I U.S. savings bonds issued after 1989. Attach Form 8815 . . . . .	<b>3</b>
	<b>4</b> Subtract line 3 from line 2. Enter the result here and on Form 1040 or 1040-SR, line 2b	<b>4</b>
	<b>Note:</b> If line 4 is over \$1,500, you must complete Part III.	

		Amount
<b>Part II Ordinary Dividends</b> <small>(See instructions and the Instructions for Form 1040, line 3b.)</small> <b>Note:</b> If you received a Form 1099-DIV or substitute statement from a brokerage firm, list the firm's name as the payer and enter the ordinary dividends shown on that form.	<b>5</b> List name of payer: .....	<b>5</b>
	<b>6</b> Add the amounts on line 5. Enter the total here and on Form 1040 or 1040-SR, line 3b	<b>6</b>
<b>Note:</b> If line 6 is over \$1,500, you must complete Part III.		

**Part III Foreign Accounts and Trusts** You must complete this part if you (a) had over \$1,500 of taxable interest or ordinary dividends; (b) had a foreign account; or (c) received a distribution from, or were a grantor of, or a transferor to, a foreign trust.

		Yes	No
<b>Caution:</b> If required, failure to file FinCEN Form 114 may result in substantial penalties. Additionally, you may be required to file Form 8938, Statement of Specified Foreign Financial Assets. See instructions.	<b>7a</b> At any time during 2025, did you have a financial interest in or signature authority over a financial account (such as a bank account, securities account, or brokerage account) located in a foreign country? See instructions . . . . .	X	
	If "Yes," are you required to file FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR), to report that financial interest or signature authority? See FinCEN Form 114 and its instructions for filing requirements and exceptions to those requirements . . . . .		X
	<b>b</b> If you are required to file FinCEN Form 114, list the name(s) of the foreign country(-ies) where the financial account(s) is (are) located: .....		
<b>8</b> During 2025, did you receive a distribution from, or were you the grantor of, or transferor to, a foreign trust? If "Yes," you may have to file Form 3520. See instructions . . . . .			X



JPMorgan Chase Bank, N.A.  
P O Box 182051  
Columbus, OH 43218 - 2051

January 05, 2026 through January 22, 2026

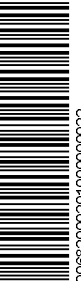
Account Number: **000002915840654**

00068200 DRE 703 141 02326 NNNNNNNNNN T 1 000000000 14 0000

CHRISTOPHER POTTER  
1461 FERGUSON WAY  
SAN JOSE CA 95129-4920

**CUSTOMER SERVICE INFORMATION**

Web site: **Chase.com**  
Service Center: **1-800-935-9935**  
Para Espanol: **1-877-312-4273**  
International Calls: **1-713-262-1679**  
We accept operator relay calls



0068200201000000022

**CHECKING SUMMARY**

Chase Secure Checking

	AMOUNT
<b>Beginning Balance</b>	<b>\$0.00</b>
Deposits and Additions	6,053.05
ATM & Debit Card Withdrawals	-1,789.47
Electronic Withdrawals	-49.99
<b>Ending Balance</b>	<b>\$4,213.59</b>

**TRANSACTION DETAIL**

DATE	DESCRIPTION	AMOUNT	BALANCE
	<b>Beginning Balance</b>		<b>\$0.00</b>
01/05	Deposit 2153742519	<b>3,952.28</b>	3,952.28
01/05	Deposit 2171633764	<b>725.76</b>	4,678.04
01/05	Card Purchase With Pin 01/05 Target T-0303 Oceanside CA Card 9126	-66.43	4,611.61
01/06	Card Purchase With Pin 01/06 Petco 2168 Oceanside CA Card 9126	-38.72	4,572.89
01/06	Card Purchase With Pin 01/06 Homegoods 1194 Oceanside CA Card 9126	-66.59	4,506.30
01/07	Card Purchase 01/06 Dollar Tree Carlsbad CA Card 9126	-4.12	4,502.18
01/08	Card Purchase 01/07 91010 Outside Kiosk Zoo San Diego CA Card 9126	-156.00	4,346.18
01/08	Card Purchase 01/07 91132 Zootique San Diego CA Card 9126	-10.67	4,335.51
01/08	Card Purchase 01/08 Outback 0578 San Diego CA Card 9126	-82.97	4,252.54
01/08	Card Purchase With Pin 01/07 Target T-1410 San Diego CA Card 9126	-17.27	4,235.27
01/08	Card Purchase With Pin 01/08 Costco Gas #0124 Vista CA Card 9126	-69.00	4,166.27
01/09	Card Purchase 01/07 Open Market Oc 949- Huntington Be CA Card 9126	-1.08	4,165.19
01/09	Card Purchase 01/08 Cke*Olivias Mexican Res Riverside CA Card 9126	-95.99	4,069.20
01/12	Card Purchase 01/09 Baja Sharkeez Huntingt 714-9605282 CA Card 9126	-39.33	4,029.87
01/12	Card Purchase 01/09 Baja Sharkeez Huntingt 714-9605282 CA Card 9126	-30.32	3,999.55
01/12	Card Purchase 01/10 Ccs Desert Hills 50864 Cabazon CA Card 9126	-24.44	3,975.11
01/12	Card Purchase With Pin 01/10 Bath & Body Works 5494 Cabazon CA Card 9126	-21.44	3,953.67
01/12	Card Purchase 01/10 Loccitane Cabazon CA Card 9126	-48.49	3,905.18
01/12	Card Purchase 01/10 Ls Tokyo Beauty 151-07678638 CA Card 9126	-7.53	3,897.65



January 05, 2026 through January 22, 2026

Account Number: **000002915840654**

**TRANSACTION DETAIL** (continued)

DATE	DESCRIPTION	AMOUNT	BALANCE
01/12	Card Purchase 01/10 5Guys 1746 Qsr Cabazon CA Card 9126	-44.44	3,853.21
01/12	Card Purchase 01/10 5Guys 1746 Qsr Cabazon CA Card 9126	-7.69	3,845.52
01/12	Card Purchase 01/11 Nikepos_US Cabazon CA Card 9126	-137.84	3,707.68
01/12	Card Purchase With Pin 01/10 Costco Gas #0455 Moreno Valle CA Card 9126	-58.80	3,648.88
01/12	Card Purchase With Pin 01/12 Costco Whse #0474 Goleta CA Card 9126	-1.63	3,647.25
01/12	Card Purchase With Pin 01/12 Costco Gas #1275 Santa Maria CA Card 9126	-69.00	3,578.25
01/13	Real Time Payment Credit Recd From Aba/Contr Bnk-121042882 From: Stripe, Inc./Stripe Inc. Ref: St-Kutyu8Hy3Zktdn2Be Info: Text-/Vxr/00100000242954334Rmtinf-St-Kutyu8Hy3Zktdn2Besbl Link.Com Account Verification lid: 20260113121000248P1Bpgas67939288051 Recd: 19:49:27 Tm: 1721552013Ge	0.01	3,578.26
01/13	Card Purchase With Pin 01/13 Campbell Grocery Outle Campbell CA Card 9126	-16.08	3,562.18
01/13	Card Purchase With Pin 01/13 Dollar Tree Campbell CA Card 9126	-6.90	3,555.28
01/14	Smog Net Smog Net St-B4B7F9U8I6S5 Web ID: 4270465600	-49.99	3,505.29
01/14	Card Purchase With Pin 01/14 Costco Gas #0129 Santa Clara CA Card 9126	-52.10	3,453.19
01/14	Card Purchase With Pin 01/14 Best Buy 00008516 San Jose CA Card 9126	-8.74	3,444.45
01/15	Card Purchase 01/14 Csj Convntion Ctr Garag 4087941090 CA Card 9126	-4.00	3,440.45
01/16	Zelle Payment From Kevin Potter 27731623952	500.00	3,940.45
01/16	Card Purchase 01/15 Fd *CA Dmv 632 Santa Clara CA Card 9126	-220.00	3,720.45
01/16	Card Purchase 01/15 Fd *CA Dmv 632 *Svc 800-777-0133 CA Card 9126	-4.62	3,715.83
01/20	Zelle Payment From Kevin Potter 27758490792	500.00	4,215.83
01/20	Zelle Payment From Ana Fernandes Dias Wfct0Zq766G3	300.00	4,515.83
01/20	Zelle Payment From Farlonha Silva Da Silva Santos Bacevaeq8Odq	75.00	4,590.83
01/20	Card Purchase 01/17 Amazon Mktp*Xx0Z74X Amzn.Com/Bill WA Card 9126	-78.67	4,512.16
01/20	Card Purchase 01/17 Sq *Tarah Thai Kitchen San Jose CA Card 9126	-50.62	4,461.54
01/20	Card Purchase With Pin 01/18 Target T-1427 San Jose CA Card 9126	-38.03	4,423.51
01/20	Card Purchase 01/19 Maido Stationery - Sj San Jose CA Card 9126	-1.64	4,421.87
01/20	Card Purchase 01/19 Sq *Nick The Greek Vall San Jose CA Card 9126	-38.93	4,382.94
01/20	Card Purchase 01/19 Sq *Boba Guys Santana R San Jose CA Card 9126	-9.90	4,373.04
01/20	Card Purchase 01/19 Sq *Boba Guys Santana R San Jose CA Card 9126	-8.35	4,364.69
01/20	Card Purchase 01/20 83510 - Hatton Garage San Jose CA Card 9126	-6.00	4,358.69
01/20	Card Purchase With Pin 01/20 Cvs/Pharmacy #09 09793 Santa Clara CA Card 9126	-3.54	4,355.15
01/21	Card Purchase 01/20 Nyx*Today's Business So Willowbrook IL Card 9126	-0.15	4,355.00
01/22	Card Purchase 01/21 Tst*Casino M8Trix San Jose CA Card 9126	-7.54	4,347.46
01/22	Card Purchase With Pin 01/22 Costco Gas #0423 Sunnyvale CA Card 9126	-57.80	4,289.66
01/22	Card Purchase With Pin 01/22 Target T-1427 San Jose CA Card 9126	-76.07	4,213.59
<b>Ending Balance</b>			<b>\$4,213.59</b>



January 05, 2026 through January 22, 2026  
Account Number: **000002915840654**

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**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:**

Call us at 1-866-564-2262 or write us at the address on the front of this statement immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

**For personal accounts only:** We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number;
- A description of the error or the transaction you are unsure about, and why you think it is an error or want more information; and
- The amount of the suspected error.

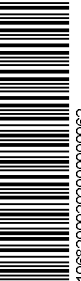
We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will provide provisional credit to your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

**For business accounts,** our practice is to follow the procedures described above as detailed in your Deposit Account Agreement or other applicable agreements, but we are not legally required to do so. For example, we require you to notify us no later than 30 days after we sent you the first statement on which the error appeared. We may require you to provide us with a written statement that the disputed transaction was unauthorized. We are also not required to give provisional credit.

**IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC FUNDS TRANSFERS:** Contact us immediately if your statement is incorrect or if you need more information about any non-electronic funds transfers on this statement. For more details, see your Deposit Account Agreement or other applicable agreements that govern your account.

**JPMorgan Chase Bank, N.A. Member FDIC**

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January 05, 2026 through January 22, 2026  
Account Number: **00002915840654**

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JPMorgan Chase Bank, N.A.  
P O Box 182051  
Columbus, OH 43218 - 2051

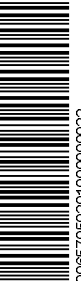
January 23, 2026 through February 20, 2026

Account Number: **000002915840654**

00065705 DRE 703 141 05226 NNNNNNNNNN T 1 000000000 14 0000  
CHRISTOPHER POTTER  
1461 FERGUSON WAY  
SAN JOSE CA 95129-4920

**CUSTOMER SERVICE INFORMATION**

Web site: **Chase.com**  
Service Center: **1-800-935-9935**  
Para Espanol: **1-877-312-4273**  
International Calls: **1-713-262-1679**  
We accept operator relay calls



000657050201000000022

**CHECKING SUMMARY**

Chase Secure Checking

	AMOUNT
<b>Beginning Balance</b>	<b>\$4,213.59</b>
Deposits and Additions	3,265.42
ATM & Debit Card Withdrawals	-945.35
Electronic Withdrawals	-2,710.89
<b>Ending Balance</b>	<b>\$3,822.77</b>

**TRANSACTION DETAIL**

DATE	DESCRIPTION	AMOUNT	BALANCE
	<b>Beginning Balance</b>		<b>\$4,213.59</b>
01/23	Zelle Payment From Ana Fernandes Dias Wfct0Zqk7Yf6	<b>500.00</b>	4,713.59
01/23	Card Purchase 01/22 Launderlux Hayward CA Card 9126	-21.58	4,692.01
01/26	Zelle Payment From Ana Fernandes Dias Wfct0Zqq1b2V	<b>250.00</b>	4,942.01
01/26	Card Purchase With Pin 01/25 Cvs/Pharmacy #09498 San Jose CA Card 9126	-8.52	4,933.49
01/26	Card Purchase With Pin 01/26 Hobbylobby San Jose CA Card 9126	-73.49	4,860.00
01/26	Card Purchase With Pin 01/26 Target T-1427 San Jose CA Card 9126	-6.70	4,853.30
01/26	Card Purchase With Pin 01/26 Target T-1427 San Jose CA Card 9126	-35.16	4,818.14
01/28	01/28 Online Payment 27854235635 To Bmo Harris Bank N.A.	-1,210.89	3,607.25
01/29	Card Purchase 01/29 Apple.Com/Bill 866-712-7753 CA Card 9126	-6.99	3,600.26
02/02	Card Purchase 01/30 Ghirardelli Sq Garag San Francisco CA Card 9126	-18.00	3,582.26
02/02	Recurring Card Purchase 01/31 Apple.Com/Bill 866-712-7753 CA Card 9126	-2.99	3,579.27
02/02	Card Purchase 01/31 Sq *Shake Shack San Jose CA Card 9126	-50.00	3,529.27
02/02	Card Purchase 01/31 Nordstrom-Rack #0432 San Jose CA Card 9126	-14.18	3,515.09
02/02	Card Purchase With Pin 01/31 Wal-Mart #2486 San Jose CA Card 9126	-1.90	3,513.19
02/03	Card Purchase 02/02 Premier Food Safety 714-451-0075 CA Card 9126	-7.95	3,505.24
02/03	Card Purchase 02/02 Wizards of The Coast 180-032-4649 WA Card 9126	-29.99	3,475.25
02/03	Card Purchase With Pin 02/03 Costco Gas #0423 Sunnyvale CA Card 9126	-55.75	3,419.50
02/05	Card Purchase With Pin 02/05 Petsmart # 0071 Campbell CA Card 9126	-32.93	3,386.57
02/09	Zelle Payment From Patricia Nomoto 28003748551	<b>35.00</b>	3,421.57



January 23, 2026 through February 20, 2026

Account Number: **000002915840654**

**TRANSACTION DETAIL** (continued)

DATE	DESCRIPTION	AMOUNT	BALANCE
02/09	Card Purchase With Pin 02/07 Target T-1427 San Jose CA Card 9126	-6.46	3,415.11
02/09	Card Purchase With Pin 02/09 7-Eleven Palo Alto CA Card 9126	-5.61	3,409.50
02/09	Card Purchase With Pin 02/09 Costco Gas #0423 Sunnyvale CA Card 9126	-62.36	3,347.14
02/11	Deposit 5810205799	<b>1,210.89</b>	4,558.03
02/11	Huntington Hospi Dir Dep PPD ID: 1752918042	<b>1,269.53</b>	5,827.56
02/11	Card Purchase 02/10 Tst*Saucy Asian San Jos Milpitas CA Card 9126	-40.72	5,786.84
02/11	Card Purchase 02/10 Coca Cola San Jose San Jose CA Card 9126	-3.00	5,783.84
02/11	Card Purchase 02/11 Amazon.Com*6D8Ed0Mc3 Amzn.Com/Bill WA Card 9126	-14.19	5,769.65
02/11	Card Purchase 02/11 Amazon MktpI*Q46Qk08 Amzn.Com/Bill WA Card 9126	-7.65	5,762.00
02/11	02/11 Payment To Chase Card Ending IN 6099	-1,500.00	4,262.00
02/12	Card Purchase 02/11 Geico *Auto 800-841-3000 DC Card 9126	-64.67	4,197.33
02/12	Card Purchase 02/11 Amazon.Com*Hb1Ld93H3 Amzn.Com/Bill WA Card 9126	-31.72	4,165.61
02/12	Card Purchase 02/11 Riverside CO Evitals Ec Egov.Com CA Card 9126	-44.36	4,121.25
02/17	Card Purchase With Pin 02/17 Costco Whse #0129 Santa Clara CA Card 9126	-12.84	4,108.41
02/17	Card Purchase With Pin 02/17 Costco Whse #0129 Santa Clara CA Card 9126	-89.84	4,018.57
02/17	Card Purchase With Pin 02/17 Costco Whse #0129 Santa Clara CA Card 9126	-130.00	3,888.57
02/17	Card Purchase With Pin 02/17 Costco Gas #0129 Santa Clara CA Card 9126	-65.80	3,822.77
<b>Ending Balance</b>			<b>\$3,822.77</b>

A Monthly Service Fee was **not** charged to your Chase Secure Checking account. Here is how you can avoid this fee during any statement period.

- **Have electronic deposits made into this account totaling \$250.00 or more, such as payments from payroll providers or government benefit providers, by using (i) the ACH network, (ii) the Real Time Payment or FedNow<sup>SM</sup> network, or (iii) third party services that facilitate payments to your debit card using the Visa or Mastercard network.**  
(Your total electronic deposits this period were \$1,269.53. Note: some deposits may be listed on your previous statement)



January 23, 2026 through February 20, 2026

Account Number: **000002915840654**

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**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:**

Call us at 1-866-564-2262 or write us at the address on the front of this statement immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

**For personal accounts only:** We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number;
- A description of the error or the transaction you are unsure about, and why you think it is an error or want more information; and
- The amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will provide provisional credit to your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

**For business accounts,** our practice is to follow the procedures described above as detailed in your Deposit Account Agreement or other applicable agreements, but we are not legally required to do so. For example, we require you to notify us no later than 30 days after we sent you the first statement on which the error appeared. We may require you to provide us with a written statement that the disputed transaction was unauthorized. We are also not required to give provisional credit.

**IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC FUNDS TRANSFERS:** Contact us immediately if your statement is incorrect or if you need more information about any non-electronic funds transfers on this statement. For more details, see your Deposit Account Agreement or other applicable agreements that govern your account.

**JPMorgan Chase Bank, N.A. Member FDIC**

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January 23, 2026 through February 20, 2026  
Account Number: **00002915840654**

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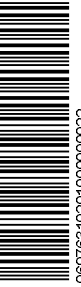
JPMorgan Chase Bank, N.A.  
 P O Box 44959  
 Indianapolis, IN 46244 - 4959

February 21, 2026 through March 19, 2026  
 Account Number: **000002915840654**

00697631 DRE 703 219 07926 NNNNNNNNNN 1 000000000 14 0000  
 CHRISTOPHER POTTER  
 OR BRENDA MILLANI POTTER  
 1461 FERGUSON WAY  
 SAN JOSE CA 95129-4920

**CUSTOMER SERVICE INFORMATION**

Web site: **Chase.com**  
 Service Center: **1-800-935-9935**  
 Para Espanol: **1-877-312-4273**  
 International Calls: **1-713-262-1679**  
 We accept operator relay calls



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**CHECKING SUMMARY**

Chase Secure Checking

	AMOUNT
<b>Beginning Balance</b>	<b>\$3,822.77</b>
Deposits and Additions	4,413.09
ATM & Debit Card Withdrawals	-4,578.71
Electronic Withdrawals	-420.00
<b>Ending Balance</b>	<b>\$3,237.15</b>

**TRANSACTION DETAIL**

DATE	DESCRIPTION	AMOUNT	BALANCE
	<b>Beginning Balance</b>		<b>\$3,822.77</b>
02/23	Card Purchase 02/21 Yousa Law Www.Yousalaw. CA Card 9126	-500.00	3,322.77
02/23	Card Purchase With Pin 02/21 Costco Whse #0129 Santa Clara CA Card 9126	-198.29	3,124.48
02/23	Card Purchase With Pin 02/22 The Home Depot #6603 E Palo Alto CA Card 9126	-10.92	3,113.56
02/24	Card Purchase 02/24 Amazon.Com*B97Ik1Nz1 Amzn.Com/Bill WA Card 9126	-25.13	3,088.43
02/25	Huntington Hospi Dir Dep PPD ID: 1752918042	<b>2,192.51</b>	5,280.94
02/25	Card Purchase With Pin 02/25 Wheel Works 118761 Saratoga CA Card 9126	-1,253.37	4,027.57
02/26	Card Purchase With Pin 02/26 Target T-1427 San Jose CA Card 9126	-91.56	3,936.01
02/26	Card Purchase With Pin 02/26 Costco Gas #0423 Sunnyvale CA Card 9126	-67.70	3,868.31
02/27	Recurring Card Purchase 02/27 Amazon Prime*Kg7Hx8X Amzn.Com/Bill WA Card 9126	-16.40	3,851.91
03/02	Recurring Card Purchase 02/28 Apple.Com/Bill 866-712-7753 CA Card 9126	-2.99	3,848.92
03/02	Card Purchase 03/01 Amazon MktpI*B91Xb1X Amzn.Com/Bill WA Card 9126	-9.83	3,839.09
03/02	Card Purchase With Pin 03/02 7-Eleven Palo Alto CA Card 9126	-2.89	3,836.20
03/03	Credit One Bank Payment 50674612 Web ID: Web000004	-200.00	3,636.20
03/03	Card Purchase With Pin 03/03 Tjmaxx #0628 Cupertino CA Card 9126	-29.42	3,606.78
03/03	Card Purchase With Pin 03/03 Smart And Final San Jose CA Card 9126	-130.30	3,476.48
03/04	Card Purchase With Pin 03/04 Vioc lh0013 Mountain View CA Card 9126	-70.27	3,406.21
03/05	Card Purchase 03/05 Amazon.Com*Be8Vg14W0 Amzn.Com/Bill WA Card 9126	-21.34	3,384.87
03/05	Recurring Card Purchase 03/05 Apple.Com/Bill 866-712-7753 CA Card 9126	-6.99	3,377.88



February 21, 2026 through March 19, 2026  
 Account Number: **000002915840654**

**TRANSACTION DETAIL** (continued)

DATE	DESCRIPTION	AMOUNT	BALANCE
03/05	Card Purchase With Pin 03/05 Sigonas Farmers Market Palo Alto CA Card 9126	-4.99	3,372.89
03/05	Card Purchase With Pin 03/05 Costco Gas #0423 Sunnyvale CA Card 9126	-72.00	3,300.89
03/05	Card Purchase With Pin 03/05 Costco Whse #0423 Sunnyvale CA Card 9126	-24.27	3,276.62
03/06	Card Purchase 03/05 Tst*Taro San Japanese N Palo Alto CA Card 9126	-66.71	3,209.91
03/09	Card Purchase 03/07 West Valley Pet Clinic 408-9969434 CA Card 9126	-102.00	3,107.91
03/10	Card Purchase With Pin 03/10 Target T-1427 San Jose CA Card 9126	-22.08	3,085.83
03/11	Huntington Hospi Dir Dep PPD ID: 1752918042	<b>2,220.58</b>	5,306.41
03/11	Card Purchase 03/09 West Valley Pet Clinic San Jose CA Card 9126	-712.62	4,593.79
03/11	Recurring Card Purchase 03/11 Geico *Auto 800-841-3000 DC Card 9126	-63.82	4,529.97
03/12	Card Purchase 03/12 Parkmobile 770-818-9036 GA Card 9126	-5.50	4,524.47
03/12	Zelle Payment To Gail Short Bus Jpm99C8Sm8H0	-20.00	4,504.47
03/13	Card Purchase With Pin 03/13 Target T-1427 San Jose CA Card 9126	-5.58	4,498.89
03/16	Card Purchase 03/14 Public Storage 77507 800-567-0759 CA Card 9126	-262.91	4,235.98
03/16	Card Purchase 03/14 Amazon MktpI*Bp3Qv6W Amzn.Com/Bill WA Card 9126	-13.11	4,222.87
03/16	Card Purchase 03/14 Amazon MktpI*Bp7E42Y Amzn.Com/Bill WA Card 9126	-22.16	4,200.71
03/16	Card Purchase 03/14 Amazon MktpI*Bp9Cx95 Amzn.Com/Bill WA Card 9126	-53.66	4,147.05
03/16	Recurring Card Purchase 03/16 LinkedIn Sunnyvale CA Card 9126	-19.99	4,127.06
03/17	Card Purchase 03/16 Yousa Law Www.Yousalaw. CA Card 9126	-500.00	3,627.06
03/17	Credit One Bank Payment 50674612 Web ID: Web000004	-200.00	3,427.06
03/18	Card Purchase With Pin 03/18 Costco Gas #0423 Sunnyvale CA Card 9126	-91.91	3,335.15
03/19	Card Purchase 03/19 Filoli Filoli.Org CA Card 9126	-98.00	3,237.15
<b>Ending Balance</b>			<b>\$3,237.15</b>

**You were not charged a Monthly Service Fee** on your CHASE SECURE CHECKING account since you had **ONE** of the following during the monthly statement period:

- **\$250.00+** in qualifying electronic deposits; or  
 (Your total qualifying electronic deposits this period were \$4,413.09. Some deposits may be listed on your previous statement)
- **Account was linked** to a qualifying checking account

For more information about the qualifying accounts, deposits, investments or transactions to waive the Monthly Service Fee on this account (if applicable), or if you have any questions, please refer to the Additional Banking Services and Fees at [chase.com/disclosures](https://chase.com/disclosures) or call us at the number listed on this statement.



February 21, 2026 through March 19, 2026  
Account Number: **00002915840654**

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**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:**

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**For personal accounts only:** We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number;
- A description of the error or the transaction you are unsure about, and why you think it is an error or want more information; and
- The amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will provide provisional credit to your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

**For business accounts,** our practice is to follow the procedures described above as detailed in your Deposit Account Agreement or other applicable agreements, but we are not legally required to do so. For example, we require you to notify us no later than 30 days after we sent you the first statement on which the error appeared. We may require you to provide us with a written statement that the disputed transaction was unauthorized. We are also not required to give provisional credit.

**IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC FUNDS TRANSFERS:** Contact us immediately if your statement is incorrect or if you need more information about any non-electronic funds transfers on this statement. For more details, see your Deposit Account Agreement or other applicable agreements that govern your account.

**JPMorgan Chase Bank, N.A. Member FDIC**

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February 21, 2026 through March 19, 2026  
Account Number: **00002915840654**

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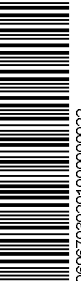
JPMorgan Chase Bank, N.A.  
 P O Box 44959  
 Indianapolis, IN 46244 - 4959

March 20, 2026 through April 20, 2026  
 Account Number: **00002915840654**

00696703 DRE 703 219 11126 NNNNNNNNNN 1 000000000 14 0000  
 CHRISTOPHER POTTER  
 OR BRENDA MILLANI POTTER  
 1461 FERGUSON WAY  
 SAN JOSE CA 95129-4920

**CUSTOMER SERVICE INFORMATION**

Web site: **Chase.com**  
 Service Center: **1-800-935-9935**  
 Para Espanol: **1-877-312-4273**  
 International Calls: **1-713-262-1679**  
 We accept operator relay calls



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**CHECKING SUMMARY**

Chase Secure Checking

	AMOUNT
<b>Beginning Balance</b>	<b>\$3,237.15</b>
Deposits and Additions	4,997.02
ATM & Debit Card Withdrawals	-2,097.24
Electronic Withdrawals	-1,846.15
Fees	-3.90
<b>Ending Balance</b>	<b>\$4,286.88</b>

**TRANSACTION DETAIL**

DATE	DESCRIPTION	AMOUNT	BALANCE
	<b>Beginning Balance</b>		<b>\$3,237.15</b>
03/20	03/19 Payment To Chase Card Ending  N 6099	-231.56	3,005.59
03/23	Card Purchase 03/21 Tst* Salt And Straw San Francisco CA Card 9126	-19.26	2,986.33
03/23	Card Purchase 03/21 Impark00270201H 415-956-8003 CA Card 9126	-17.00	2,969.33
03/23	Card Purchase 03/21 Tst* Delarosa - Mari San Francisco CA Card 9126	-29.49	2,939.84
03/23	Card Purchase With Pin 03/20 Walgreens Store 2141 San Francisco CA Card 9126	-3.29	2,936.55
03/23	Card Purchase 03/20 Mcdonald's F7413 San Francisco CA Card 9126	-12.62	2,923.93
03/23	Card Purchase 03/20 Taco Bell 30799 Daly City CA Card 9126	-14.37	2,909.56
03/23	Card Purchase 03/21 Filoli 650-3648300 CA Card 9126	-20.00	2,889.56
03/23	Card Purchase 03/21 Tst* Gyu-Kaku - San Jos San Jose CA Card 9126	-125.77	2,763.79
03/23	Card Purchase With Pin 03/22 Dollar Tree Campbell CA Card 9126	-18.96	2,744.83
03/23	Card Purchase With Pin 03/22 7-Eleven San Jose CA Card 9126	-6.21	2,738.62
03/23	Card Purchase With Pin 03/22 Smart And Final Sunnyvale CA Card 9126	-151.53	2,587.09
03/23	Card Purchase 03/22 Excel Gas And Market 5 Sunnyvale CA Card 9126	-49.25	2,537.84
03/25	Huntington Hospi Dir Dep PPD ID: 1752918042	<b>2,115.88</b>	4,653.72
03/27	03/26 Payment To Chase Card Ending  N 6099	-1,377.14	3,276.58
03/27	Recurring Card Purchase 03/27 Amazon Prime*Et5O77Z Amzn.Com/Bill WA Card 9126	-16.40	3,260.18
03/30	Card Purchase 03/27 Shein.Com 844-8022500 NY Card 0669	-14.41	3,245.77



March 20, 2026 through April 20, 2026  
 Account Number: **000002915840654**

**TRANSACTION DETAIL** (continued)

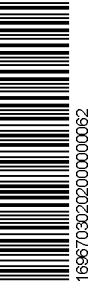
DATE	DESCRIPTION	AMOUNT	BALANCE
03/30	Credit One Bank Payment 50674612 Web ID: Web000004	-41.24	3,204.53
03/30	Card Purchase 03/29 Amazon MktpI*Bg2Ru04 Amzn.Com/Bill WA Card 9126	-10.93	3,193.60
03/30	Card Purchase 03/28 Tst*Blue Line Pizza - C Campbell CA Card 0669	-82.21	3,111.39
03/30	Card Purchase With Pin 03/28 Dollar Tree Campbell CA Card 0669	-5.37	3,106.02
03/30	Card Purchase With Pin 03/29 Smart And Final San Jose CA Card 9126	-145.34	2,960.68
03/30	Non-Chase ATM Withdraw 03/29 1948 Camden Ave San Jose CA Card 9126	-60.75	2,899.93
03/30	Card Purchase 03/29 Beverages & More #133 San Jose CA Card 9126	-24.60	2,875.33
03/30	Non-Chase ATM Fee-With	-3.00	2,872.33
03/31	Recurring Card Purchase 03/31 Apple.Com/Bill 866-712-7753 CA Card 9126	-2.99	2,869.34
04/02	Recurring Card Purchase 04/02 Apple.Com/Bill 866-712-7753 CA Card 9126	-6.99	2,862.35
04/03	Card Purchase 04/03 Public Storage 77507 800-567-0759 CA Card 9126	-218.00	2,644.35
04/03	Att Payment PPD ID: 9864031004	-152.21	2,492.14
04/06	Card Purchase 04/04 Prime Video *Bg6Vo8Qf 888-802-3080 WA Card 9126	-5.99	2,486.15
04/06	Card Purchase 04/06 Olitas Cantina And Gril Santa Cruz CA Card 9126	-128.65	2,357.50
04/07	Card Purchase 04/07 Intuit *Turbotax 800-446-8848 Ab Card 9126 CA Dollar 42.00 X 0.7195238 (Exchg Rte)	-30.22	2,327.28
04/07	Foreign Exch Rt ADJ Fee 04/07 Intuit *Turbotax 800-446-8848 Ab Card 9126	-0.90	2,326.38
04/08	Huntington Hospil Dir Dep PPD ID: 1752918042	<b>1,861.14</b>	4,187.52
04/08	Card Purchase 04/07 Fastrak Violation Cen 415-486-8655 CA Card 9126	-8.50	4,179.02
04/08	Card Purchase With Pin 04/07 Costco Gas #1042 Redwood City CA Card 9126	-96.25	4,082.77
04/08	Card Purchase With Pin 04/08 Target T-1427 1600 Sar San Jose CA Card 0669	-42.08	4,040.69
04/08	Credit First NA Cfna Pymt C 515622073 Web ID: 9041202980	-44.00	3,996.69
04/09	Card Purchase With Pin 04/09 Usps PO 05580301 265 C Palo Alto CA Card 9126	-62.70	3,933.99
04/13	Zelle Payment From Ana Fernandes Dias Wfct122Fyvnd	<b>800.00</b>	4,733.99
04/13	Recurring Card Purchase 04/11 Geico *Auto 800-841-3000 DC Card 9126	-63.82	4,670.17
04/13	Card Purchase 04/12 Fastrak Violation Cen 415-486-8655 CA Card 9126	-12.50	4,657.67
04/13	Card Purchase With Pin 04/12 Target T-1427 San Jose CA Card 9126	-17.52	4,640.15
04/15	Card Purchase 04/14 Kp Rx Cpp 256 888-218-6245 CA Card 0669	-6.88	4,633.27
04/15	Card Purchase 04/13 Olive Garden Zk 0021184 San Jose CA Card 0669	-77.52	4,555.75
04/15	Card Purchase With Pin 04/15 Costco Whse #0423 Sunnyvale CA Card 9126	-294.98	4,260.77
04/15	Card Purchase With Pin 04/15 Costco Whse #0423 Sunnyvale CA Card 9126	-28.74	4,232.03
04/15	Card Purchase With Pin 04/15 Costco Whse #0423 Sunnyvale CA Card 9126	-13.99	4,218.04
04/16	Card Purchase 04/16 Intuit *Turbotax Cl.Intuit.Com CA Card 9126	-79.00	4,139.04
04/16	Recurring Card Purchase 04/16 LinkedInprea *03900587 855-6535653 CA Card 9126	-19.99	4,119.05
04/17	Card Purchase 04/16 Sq *Tootsie's At The CA Palo Alto CA Card 0669	-6.83	4,112.22
04/17	Card Purchase 04/16 Hot Topic 0281 Santa Clara CA Card 0669	-9.78	4,102.44



March 20, 2026 through April 20, 2026  
Account Number: **00002915840654**

**TRANSACTION DETAIL** (continued)

DATE	DESCRIPTION	AMOUNT	BALANCE
04/17	Card Purchase 04/16 Laz Parking M18387-Wc Santa Clara CA Card 9126	-4.00	4,098.44
04/20	Zelle Payment From Kevin Potter 28890640032	<b>150.00</b>	4,248.44
04/20	Zelle Payment From Kevin Potter 28896100977	<b>70.00</b>	4,318.44
04/20	Card Purchase 04/17 Cheesecake San Jose Santa Clara CA Card 9126	-31.56	4,286.88
<b>Ending Balance</b>			<b>\$4,286.88</b>



**You were not charged a Monthly Service Fee** on your CHASE SECURE CHECKING account since you had **ONE** of the following during the monthly statement period:

- **\$250.00+** in qualifying electronic deposits; or  
(Your total qualifying electronic deposits this period were \$3,977.02. Some deposits may be listed on your previous statement)
- **Account was linked** to a qualifying checking account

For more information about the qualifying accounts, deposits, investments or transactions to waive the Monthly Service Fee on this account (if applicable), or if you have any questions, please refer to the Additional Banking Services and Fees at [chase.com/disclosures](https://chase.com/disclosures) or call us at the number listed on this statement.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:**

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**For personal accounts only:** We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number;
- A description of the error or the transaction you are unsure about, and why you think it is an error or want more information; and
- The amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will provide provisional credit to your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

**For business accounts,** our practice is to follow the procedures described above as detailed in your Deposit Account Agreement or other applicable agreements, but we are not legally required to do so. For example, we require you to notify us no later than 30 days after we sent you the first statement on which the error appeared. We may require you to provide us with a written statement that the disputed transaction was unauthorized. We are also not required to give provisional credit.

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**JPMorgan Chase Bank, N.A. Member FDIC**



March 20, 2026 through April 20, 2026  
Account Number: **00002915840654**

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THE CLEMENT PALO ALTO

January 27th, 2026

Dear Christopher,

**Conditional Offer of Employment**

Pacific Hotel Management and the The Clement Hotel Palo Alto is pleased to make to you the following conditional offer of employment as a Guest Experience Specialist. As a Guest Experience Specialist you will report to the General Manager.

**TERMS**

This offer is contingent upon the following:

- Satisfactory results from the employment background history
- Satisfactory results from the criminal background history

Your employment is at will and may be terminated by either party at any time with or without cause.

**COMPENSATION**

Your hourly rate of pay is \$24. Paydays are every other Friday.

**BENEFITS**

You will be eligible for benefits the first of the month following 30 days of employment.

**ACCEPTANCE**

If this offer is acceptable to you, please sign and return it to us.

**Sebastian Stacey**  
**General Manager**  
*Christopher Alan Potter*

*January 27th, 2026*

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Today's Date

**Detail Payroll Register**  
**Huntington Hospitality Master Company**

Select: Company is 730 - 730-PHM Wells Avenue Payroll Trust and Employee(s) is 0049912  
 Sort Order: Job Code(Asc)  
 Pay Period Range: 190001010 - 290012319

EMPLOYEE		EARNINGS					DEDUCTIONS		TAXES		Amount	Uncollected	
Name	Number Code	Pcs	Hours	Payrate	Current Amt	Loc Alloc	Shift	Shift Amt	Code	Amount	Code	Amount	Uncollected
Job Code: 040126 - 040-Concierge													
POTTER, CHRISTOPHER	0049912	Pay No: 1	PerControl 202602271	Pay Date 2/27/2026	2/27/2026		2/21/2026	040126					
		GRAT			693.62		Z	MLSCA		49.13	CASDIEE	36.63	
		HRBIW	79.010000	24.00	1,896.24		Z				CASIT	58.35	
		MISML	4.000000	32.6476	130.59		Z				USFIT	269.53	
		MLSCA	80.210000*	0.6125	49.13		Z				USMEDEE	40.15	
		OT	1.200000	24.00	28.80		Z				USSOCEE	171.67	
		OTPRM	1.200000*	32.6476	19.59		Z						
			<b>84.210000</b>		<b>2,817.97</b>					<b>49.13</b>		<b>576.33</b>	
<b>Check Printed:</b>	<b>5214</b>			<b>Check Amount:</b>	<b>0.00</b>		<b>Direct Deposit:</b>	<b>2,192.51</b>		<b>Net:</b>		<b>2,192.51</b>	
POTTER, CHRISTOPHER	0049912	Pay No: 1	PerControl 202604101	Pay Date 4/10/2026	4/10/2026		4/4/2026	040126					
		GRAT			609.14		Z	MLSCA		49.35	CASDIEE	30.50	
		HRBIW	79.530000	24.00	1,908.72		Z	PHMDD		32.88	CASIT	37.58	
		MISML	3.000000	31.5604	94.68		Z	PHMMD		324.35	USFIT	191.76	
		MLSCA	80.570000*	0.6125	49.35		Z				USMEDEE	33.31	
		OT	1.040000	24.00	24.96		Z				USSOCEE	142.39	
		OTPRM	1.040000*	31.5604	16.41		Z						
			<b>83.570000</b>		<b>2,703.26</b>					<b>406.58</b>		<b>435.54</b>	
<b>Check Printed:</b>	<b>5277</b>			<b>Check Amount:</b>	<b>0.00</b>		<b>Direct Deposit:</b>	<b>1,861.14</b>		<b>Net:</b>		<b>1,861.14</b>	
POTTER, CHRISTOPHER	0049912	Pay No: 1	PerControl 202603271	Pay Date 3/27/2026	3/27/2026		3/21/2026	040126					
		GRAT			763.28		Z	MLSCA		47.87	CASDIEE	35.07	
		HRBIW	77.500000	24.00	1,860.00		Z				CASIT	53.13	
		MLSCA	78.160000*	0.6125	47.87		Z				USFIT	243.44	
		OT	0.660000	24.00	15.84		Z				USMEDEE	38.42	
		OTPRM	0.660000*	33.7656	11.14		Z				USSOCEE	164.32	
			<b>78.160000</b>		<b>2,698.13</b>					<b>47.87</b>		<b>534.38</b>	
<b>Check Printed:</b>	<b>5257</b>			<b>Check Amount:</b>	<b>0.00</b>		<b>Direct Deposit:</b>	<b>2,115.88</b>		<b>Net:</b>		<b>2,115.88</b>	
POTTER, CHRISTOPHER	0049912	Pay No: 1	PerControl 202603131	Pay Date 3/13/2026	3/13/2026		3/7/2026	040126					
		GRAT			817.86		Z	MLSCA		48.85	CASDIEE	37.20	
		HRBIW	77.080000	24.00	1,849.92		Z				CASIT	60.26	
		MISML	1.000000	34.254	34.25		Z				USFIT	279.08	

**Detail Payroll Register**  
**Huntington Hospitality Master Company**

Select: Company is 730 - 730-PHM Wells Avenue Payroll Trust and Employee(s) is 0049912  
 Sort Order: Job Code(Asc)  
 Pay Period Range: 190001010 - 290012319

EMPLOYEE		EARNINGS				DEDUCTIONS			TAXES		Amount	Uncollected
Name	Number Code	Pcs	Hours	Payrate	Current Amt	Loc Alloc	Shift	Shift Amt	Code	Amount	Code	Amount
Job Code: 040126 - 040-Concierge												
<i>Continued from previous page</i>												
POTTER, CHRISTOPHER	0049912	Pay No: 1	PerControl 202603131	Pay Date 3/13/2026	3/13/2026			Period End Date 3/7/2026	Job Code 040126	<i>Continued from Previous Page</i>		
		MLSCA	79.760000*	0.6125	48.85		Z			USMEDEE		40.78
		OT	2.680000	24.00	64.32		Z			USSOCEE		174.35
		OTPRM	2.680000*	34.254	45.90		Z					
			<b>80.760000</b>		<b>2,861.10</b>					<b>48.85</b>		<b>591.67</b>
<b>Check Printed:</b>	5235			<b>Check Amount:</b>	0.00			<b>Direct Deposit:</b>	2,220.58		<b>Net:</b>	2,220.58
POTTER, CHRISTOPHER	0049912	Pay No: 1	PerControl 202602133	Pay Date 2/13/2026	2/13/2026			Period End Date 2/7/2026	Job Code 040126			
		GRAT			523.85		Z		MLSCA	24.36	CASDIEE	20.14
		HRBIW	39.270000	24.00	942.48		Z				CASIT	19.34
		MISML	1.000000	37.172	37.17		Z				USFIT	99.13
		MLSCA	39.770000*	0.6125	24.36		Z				USMEDEE	22.11
		OT	0.500000	24.00	12.00		Z				USSOCEE	94.54
		OTPRM	0.500000*	37.172	9.29		Z					
			<b>40.770000</b>		<b>1,549.15</b>					<b>24.36</b>		<b>255.26</b>
<b>Check Printed:</b>	5193			<b>Check Amount:</b>	0.00			<b>Direct Deposit:</b>	1,269.53		<b>Net:</b>	1,269.53
POTTER, CHRISTOPHER	0049912	Pay No: 1	PerControl 202602132	Pay Date 2/13/2026	2/13/2026			Period End Date 2/7/2026	Job Code 040126			
		HRBIW	-39.270000	24.00	-942.48		Z		MLSCA	-25.58	CASDIEE	-13.75
		MISML	-1.000000	24.00	-24.00		Z				CASIT	-8.94
		MLSCA	-41.770000*	0.6125	-25.58		Z				USFIT	-41.32
		OT	-0.500000	24.00	-12.00		Z				USMEDEE	-14.97
		OTPRM	-0.500000*	24.00	-6.00		Z				USSOCEE	-64.01
		PAHR	-2.000000	24.00	-48.00		Z					
			<b>-42.770000</b>		<b>-1,058.06</b>					<b>-25.58</b>		<b>-142.99</b>
<b>Check Printed:</b>	5172			<b>Check Amount:</b>	0.00			<b>Direct Deposit:</b>	-889.49		<b>Net:</b>	-889.49
POTTER, CHRISTOPHER	0049912	Pay No: 1	PerControl 202602131	Pay Date 2/13/2026	2/13/2026			Period End Date 2/7/2026	Job Code 040126			
		HRBIW	39.270000	24.00	942.48		Z		MLSCA	25.58	CASDIEE	13.75
		MISML	1.000000	24.00	24.00		Z				CASIT	8.94
		MLSCA	41.770000*	0.6125	25.58		Z				USFIT	41.32
		OT	0.500000	24.00	12.00		Z				USMEDEE	14.97
		OTPRM	0.500000*	24.00	6.00		Z				USSOCEE	64.01

**Detail Payroll Register**  
**Huntington Hospitality Master Company**

Select: Company is 730 - 730-PHM Wells Avenue Payroll Trust and Employee(s) is 0049912  
 Sort Order: Job Code(Asc)  
 Pay Period Range: 190001010 - 290012319

EMPLOYEE		EARNINGS				DEDUCTIONS			TAXES		Amount	Uncollected
Name	Number Code	Pcs	Hours	Payrate	Current Amt	Loc	Alloc	Shift	Shift Amt	Code	Amount	Uncollected
Job Code: 040126 - 040-Concierge												
<i>Continued from previous page</i>												
POTTER, CHRISTOPHER	0049912	Pay No: 1	PerControl	Pay Date	2/13/2026	2/13/2026		2/7/2026		040126	<i>Continued from Previous Page</i>	
		PAHR	202602131	24.00	2.000000			Z			25.58	142.99
				42.770000								
					1.058.06							
Check Printed:	5172	Voided		Check Amount:	0.00			Direct Deposit:	889.49		Net:	889.49

Group Summary for: Job Code: 040126 - 040-Concierge

GRAT					3,407.75			Z	MLSCA	219.56	CASDIEE	159.54	
HRBIW			352.390000		8,457.36			Z	PHMDD	32.88	CASIT	228.66	
MISML			9.000000		296.69			Z	PHMMD	324.35	USFIT	1,082.94	
MLSCA			358.470000*		219.56			Z			USMEDEE	174.77	
OT			6.080000		145.92			Z			USSOCEE	747.27	
OTPRM			6.080000*		102.33			Z					
PAHR								Z					
<b>Group Totals:</b>	<b>Number of Pays</b>	<b>7</b>	<b>367.470000</b>		<b>12,629.61</b>					<b>576.79</b>		<b>2,393.18</b>	
					<b>Total Check Amts</b>	<b>0.00</b>			<b>Total DDAs:</b>	<b>9,659.64</b>		<b>Total Net:</b>	<b>9,659.64</b>

**Detail Payroll Register**  
**Huntington Hospitality Master Company**

Select: Company is 730 - 730-PHM Wells Avenue Payroll Trust and Employee(s) is 0049912  
 Sort Order: Job Code(Asc)  
 Pay Period Range: 190001010 - 290012319

EMPLOYEE Name	EARNINGS					DEDUCTIONS			TAXES		Amount	Uncollected
	Number Code	Pcs	Hours	Payrate	Current Amt	Loc Alloc	Shift	Shift Amt	Code	Amount		
<b>Report Totals:</b>												
					3,407.75		Z	MLSCA	219.56	CASDIEE	159.54	
			352.390000		8,457.36		Z	PHMDD	32.88	CASIT	228.66	
			9.000000		296.69		Z	PHMMD	324.35	USFIT	1,082.94	
			358.470000*		219.56		Z			USMEDEE	174.77	
			6.080000		145.92		Z			USSOC EE	747.27	
			6.080000*		102.33		Z					
			PAHR				Z					
<b>Report Totals:</b>	<b>Number of Pays</b>	<b>7</b>	<b>367.470000</b>		<b>12,629.61</b>				<b>576.79</b>		<b>2,393.18</b>	
					<b>Total Check Amts</b>	<b>0.00</b>		<b>Total DDAs:</b>	<b>9,659.64</b>		<b>Total Net:</b>	<b>9,659.64</b>

\* Excluded in Total Hours

**Exhibit 10 - Joint  
Sponsor's Financial  
Information - Kevin  
Charles Potter**

This Product Contains Sensitive Taxpayer Data

## Form 1040 Account Transcript

Request Date: 04-13-2026  
Response Date: 04-13-2026  
Tracking Number: 110208490886

Form Number: 1040  
Report for Tax Period Ending: 12-31-2025  
Taxpayer Identification Number: XXX-XX-2496

KEVI C POTT  
1461 F

--- Any minus sign shown below signifies a credit amount ---

Account balance:	\$0.00		
Accrued interest:	\$0.00	As of:	04-27-2026
Accrued penalty:	\$0.00	As of:	04-27-2026
Account balance plus accruals (this is not a payoff amount):	\$0.00		

\*\* Information from the return or as adjusted \*\*

Exemptions:	01
Filing status:	Single
Adjusted gross income:	\$130,658.00
Taxable income:	\$114,908.00
Tax per return:	\$20,381.00
SE taxable income taxpayer:	\$0.00
SE taxable income spouse:	\$0.00
Total self employment tax:	\$0.00
Return due date or return received date (whichever is later):	04-15-2026
Processing date:	00-00-0000

### TRANSACTIONS

CODE	EXPLANATION OF TRANSACTION	CYCLE	DATE	AMOUNT
150	Tax return filed 90221-494-06596-6	20261405	00-00-0000	\$20,381.00
806	W-2 or 1099 withholding		04-15-2026	-\$18,240.00

This Product Contains Sensitive Taxpayer Data

This Product Contains Sensitive Taxpayer Data

## Wage and Income Transcript

Request Date: 04-13-2026  
Response Date: 04-13-2026  
Tracking Number: 110208518972

TIN Provided: XXX-XX-2496  
Tax Period Requested: 12-31-2025

### Form W-2 Wage and Tax Statement

**Employer:**

Employer Identification Number (EIN): XX-XXX1570  
FLEX INTE USA INC  
12455-

**Employee:**

Employee's Social Security Number: XXX-XX-2496  
KEVI POTT  
1461 F

Submission Type:	Original document
Wages, Tips and Other Compensation:	\$121,025.00
Federal Income Tax Withheld:	\$18,239.00
Social Security Wages:	\$130,141.00
Social Security Tax Withheld:	\$8,068.00
Medicare Wages and Tips:	\$130,141.00
Medicare Tax Withheld:	\$1,887.00
Deferred Compensation:	\$9,116.00
Code "W" Employer Contributions to a Health Savings Account:	\$4,300.00
Code "DD" Cost of Employer-Sponsored Health Coverage:	\$1,126.00
Third Party Sick Pay Indicator:	Unanswered
Retirement Plan Indicator:	Yes - retirement plan
Statutory Employee:	Not statutory Employee
W2 Submission Type:	Original
W2 WHC SSN Validation Code:	Correct SSN

This Product Contains Sensitive Taxpayer Data

This Product Contains Sensitive Taxpayer Data

## Form 1040 Account Transcript

Request Date: 04-13-2026  
Response Date: 04-13-2026  
Tracking Number: 110208506147

Form Number: 1040  
Report for Tax Period Ending: 12-31-2024  
Taxpayer Identification Number: XXX-XX-2496

KEVI C POTT  
1461 F

--- Any minus sign shown below signifies a credit amount ---

Account balance:	\$0.00	
Accrued interest:	\$0.00	As of: 05-19-2025
Accrued penalty:	\$0.00	As of: 05-19-2025
Account balance plus accruals (this is not a payoff amount):	\$0.00	

\*\* Information from the return or as adjusted \*\*

Exemptions:	01
Filing status:	Single
Adjusted gross income:	\$111,916.00
Taxable income:	\$97,316.00
Tax per return:	\$16,465.00
SE taxable income taxpayer:	\$0.00
SE taxable income spouse:	\$0.00
Total self employment tax:	\$0.00
Return due date or return received date (whichever is later):	04-15-2025
Processing date:	05-12-2025

### TRANSACTIONS

CODE	EXPLANATION OF TRANSACTION	CYCLE	DATE	AMOUNT
150	Tax return filed 80211-496-31661-5	20251505	05-12-2025	\$16,465.00
806	W-2 or 1099 withholding		04-15-2025	-\$15,586.00
610	Payment with return 00		04-15-2025	-\$879.00

This Product Contains Sensitive Taxpayer Data

## Wage and Income Transcript

Request Date: 04-13-2026  
Response Date: 04-13-2026  
Tracking Number: 110208534679

TIN Provided: XXX-XX-2496  
Tax Period Requested: 12-31-2024

### Form W-2 Wage and Tax Statement

**Employer:**

Employer Identification Number (EIN): XX-XXX1570  
FLEX INTE USA INC  
12455-

**Employee:**

Employee's Social Security Number: XXX-XX-2496  
KEVI POTT  
1461 F

Submission Type:	Original document
Wages, Tips and Other Compensation:	\$107,933.00
Federal Income Tax Withheld:	\$15,586.00
Social Security Wages:	\$116,893.00
Social Security Tax Withheld:	\$7,247.00
Medicare Wages and Tips:	\$116,893.00
Medicare Tax Withheld:	\$1,694.00
Deferred Compensation:	\$8,959.00
Code "W" Employer Contributions to a Health Savings Account:	\$4,150.00
Code "DD" Cost of Employer-Sponsored Health Coverage:	\$1,090.00
Third Party Sick Pay Indicator:	Unanswered
Retirement Plan Indicator:	Yes - retirement plan
Statutory Employee:	Not statutory Employee
W2 Submission Type:	Original
W2 WHC SSN Validation Code:	Correct SSN

### Form 5498-SA or 5498-MSA

**Trustee:**

Trustee's Federal Identification Number (FIN): XX-XXX3166  
HEAL CORP  
15 WES

**Participant:**

Participant's Identification Number: XXX-XX-2496  
POTT KEVI  
1461 F

Submission Type:	Original document
Account Number (Optional):	XXX6585
Current Contributions:	\$4,150.00
MSA Fair Market Value:	\$2,780.00
HSA Indicator:	HSA Box Checked
Archer MSA Indicator:	Archer MSA Box Not Checked
MA MSA Indicator:	Not Checked

**Form 1099-G**

**Payer:**

Payer's Federal Identification Number (FIN):	XX-XXX4061
STAT O CALI	
PO BOX	

**Recipient:**

Recipient's Identification Number:	XXX-XX-2496
POTT KEVI C	
1461 F	

Submission Type:	Original document
Account Number (Optional):	XXXXXXXXXXXXXXXX4012
Prior Year Refund:	\$656.00
Year of Refund:	2023
1099G Offset:	Not Refund, Credit or Offset for
Second TIN Notice:	Trade or Business

**Form 1099-DIV**

**Payer:**

Payer's Federal Identification Number (FIN):	XX-XXX3567
NATI FINA SERV LL	
499 WA	

**Recipient:**

Recipient's Identification Number:	XXX-XX-2496
KEVI POTT	
1461 F	

Submission Type:	Original document
Account Number (Optional):	XXXXXX5687
Ordinary Dividend:	\$3,981.00
Second Notice Indicator:	No second notice
FATCA Filing Requirement:	Box not checked no Filing Requirement

**Form 1099-SA or 1099-MSA**

**Payer:**

Payer's Federal Identification Number (FIN):	XX-XXX3166
HEAL CORP	
15 WES	

**Recipient:**

Recipient's Identification Number:	XXX-XX-2496
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POTT KEVI  
1461 F

Submission Type:	Original document
Account Number (Optional):	XXX6585
MSA Distribution Code:	Normal Distribution
MSA Gross Distributions:	\$1,583.00
HSA Indicator:	HSA Box Checked
Archer MSA Indicator:	Archer MSA Box Not Checked
MA MSA Indicator:	Not Checked

This Product Contains Sensitive Taxpayer Data

This Product Contains Sensitive Taxpayer Data

## Form 1040 Account Transcript

Request Date: 04-13-2026  
Response Date: 04-13-2026  
Tracking Number: 110208510511

Form Number: 1040  
Report for Tax Period Ending: 12-31-2023  
Taxpayer Identification Number: XXX-XX-2496

KEVI C POTT  
1461 F

--- Any minus sign shown below signifies a credit amount ---

Account balance:	\$0.00		
Accrued interest:	\$0.00	As of:	05-19-2025
Accrued penalty:	\$0.00	As of:	05-19-2025
Account balance plus accruals (this is not a payoff amount):	\$0.00		

\*\* Information from the return or as adjusted \*\*

Exemptions:	01
Filing status:	Single
Adjusted gross income:	\$111,127.00
Taxable income:	\$97,277.00
Tax per return:	\$16,746.00
SE taxable income taxpayer:	\$0.00
SE taxable income spouse:	\$0.00
Total self employment tax:	\$0.00
Return due date or return received date (whichever is later):	04-15-2024
Processing date:	05-06-2024

### TRANSACTIONS

CODE	EXPLANATION OF TRANSACTION	CYCLE	DATE	AMOUNT
150	Tax return filed 80221-500-28238-4	20241504	05-06-2024	\$16,746.00
806	W-2 or 1099 withholding		04-15-2024	-\$16,376.00
610	Payment with return 00		04-15-2024	-\$370.00

This Product Contains Sensitive Taxpayer Data

## Wage and Income Transcript

Request Date: 04-13-2026  
Response Date: 04-13-2026  
Tracking Number: 110208540305

TIN Provided: XXX-XX-2496  
Tax Period Requested: 12-31-2023

### Form W-2 Wage and Tax Statement

**Employer:**

Employer Identification Number (EIN): XX-XXX1570  
FLEX INTE USA INC  
12455-

**Employee:**

Employee's Social Security Number: XXX-XX-2496  
KEVI POTT  
1461 F

Submission Type:	Original document
Wages, Tips and Other Compensation:	\$109,614.00
Federal Income Tax Withheld:	\$16,375.00
Social Security Wages:	\$118,574.00
Social Security Tax Withheld:	\$7,351.00
Medicare Wages and Tips:	\$118,574.00
Medicare Tax Withheld:	\$1,719.00
Deferred Compensation:	\$8,959.00
Code "W" Employer Contributions to a Health Savings Account:	\$4,850.00
Code "DD" Cost of Employer-Sponsored Health Coverage:	\$1,060.00
Third Party Sick Pay Indicator:	Unanswered
Retirement Plan Indicator:	Yes - retirement plan
Statutory Employee:	Not statutory Employee
W2 Submission Type:	Original
W2 WHC SSN Validation Code:	Correct SSN

### Form 5498-SA or 5498-MSA

**Trustee:**

Trustee's Federal Identification Number (FIN): XX-XXX3166  
HEAL CORP  
15 WES

**Participant:**

Participant's Identification Number: XXX-XX-2496  
POTT KEVI  
1461 F

Submission Type:	Original document
Account Number (Optional):	XXX6585
Current Contributions:	\$4,850.00
MSA Fair Market Value:	\$212.00
HSA Indicator:	HSA Box Checked
Archer MSA Indicator:	Archer MSA Box Not Checked
MA MSA Indicator:	Not Checked

**Form 1099-G**

**Payer:**

Payer's Federal Identification Number (FIN):	XX-XXX4061
STAT O CALI	
FRANCH	

**Recipient:**

Recipient's Identification Number:	XXX-XX-2496
POTT KEVI C	
1461 F	

Submission Type:	Original document
Account Number (Optional):	XXXXXX478A
Prior Year Refund:	\$949.00
Year of Refund:	2022
1099G Offset:	Not Refund, Credit or Offset for
Second TIN Notice:	Trade or Business

**Form 1099-DIV**

**Payer:**

Payer's Federal Identification Number (FIN):	XX-XXX3567
NATI FINA SERV LL	
499 WA	

**Recipient:**

Recipient's Identification Number:	XXX-XX-2496
KEVI POTT	
1461 F	

Submission Type:	Original document
Account Number (Optional):	XXXXXX5687
Ordinary Dividend:	\$1,207.00
Second Notice Indicator:	No second notice
FATCA Filing Requirement:	Box not checked no Filing Requirement

**Form 1099-INT**

**Payer:**

Payer's Federal Identification Number (FIN):	XX-XXX4650
JPMO CHAS BANK N.A	
P.O. B	

**Recipient:**

Recipient's Identification Number:	XXX-XX-2496
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KEVI CHAR POTT  
1461 F

Submission Type:	Original document
Account Number (Optional):	XXXXXXXX0801
Interest:	\$204.00
Second Notice Indicator:	No second notice
Foreign Country or US Possession:	
CUSIP Number:	
FATCA Filing Requirement:	Box not checked no Filing Requirement

### Form 1099-INT

**Payer:**

Payer's Federal Identification Number (FIN):	XX-XXX4650
JPMO CHAS BANK N.A	
P.O. B	

**Recipient:**

Recipient's Identification Number:	XXX-XX-2496
KEVI CHAR POTT	
1461 F	

Submission Type:	Original document
Account Number (Optional):	XXXXXXXX5711
Interest:	\$100.00
Second Notice Indicator:	No second notice
Foreign Country or US Possession:	
CUSIP Number:	
FATCA Filing Requirement:	Box not checked no Filing Requirement

### Form 1099-SA or 1099-MSA

**Payer:**

Payer's Federal Identification Number (FIN):	XX-XXX3166
HEAL CORP	
15 WES	

**Recipient:**

Recipient's Identification Number:	XXX-XX-2496
POTT KEVI	
1461 F	

Submission Type:	Original document
Account Number (Optional):	XXX6585
MSA Distribution Code:	Normal Distribution
MSA Gross Distributions:	\$5,055.00
HSA Indicator:	HSA Box Checked
Archer MSA Indicator:	Archer MSA Box Not Checked
MA MSA Indicator:	Not Checked

This Product Contains Sensitive Taxpayer Data