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.

By completing this transaction, you agree that you have paid for a government service and that the filing fee, biometric services fee and all related financial transactions are final and not refundable, regardless of any action DHS takes on an application, petition, or request. You must submit all fees in the exact amounts. DHS will charge your credit card up to the amount you authorize below.

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**.

Applicant's/Petitioner's/Requester's Information (Full Legal Name)		
Given Name (First Name) Yglesio Luciano Moyses	Middle Name (if any)	Family Name (Last Name) SILVA DE SOUZA
Credit Card Billing Information (Credit Card Holder's Name as it Appears on the Card)		
Given Name (First Name) Otavio	Middle Name (if any) H	Family Name (Last Name) SILVA
Credit Card Holder's Billing Address:		
Street Number and Name 5051 La Jolla Blvd	Apt. Ste. Flr. ☒ ☐ ☐	Number 202
City or Town San Diego	State CA	ZIP Code 92109
Credit Card Holder's Signature and Contact Information:		
Credit Card Holder's Signature		
Credit Card Holder's Daytime Telephone Number 5102419336	Credit Card Holder's Email Address otavio@yousalaw.com	
Credit Card Information		
Credit Card Number	**Credit Card Type:** ☐ Visa ☐ MasterCard ☐ American Express ☐ Discover	Authorized Payment Amount $ 715.00
Credit Card Expiration Date (mm/yyyy)		

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.
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Applicant's/Petitioner's/Requester's Information (Full Legal Name)		
Given Name (First Name) Yglesio Luciano Moyses	Middle Name (if any)	Family Name (Last Name) SILVA DE SOUZA
Credit Card Billing Information (Credit Card Holder's Name as it Appears on the Card)		
Given Name (First Name) Otavio	Middle Name (if any) H	Family Name (Last Name) SILVA
Credit Card Holder's Billing Address:		
Street Number and Name 5051 La Jolla Blvd	Apt. Ste. Flr. ☒ ☐ ☐	Number 202
City or Town San Diego	State CA	ZIP Code 92109
Credit Card Holder's Signature and Contact Information:		
Credit Card Holder's Signature		
Credit Card Holder's Daytime Telephone Number 5102419336	Credit Card Holder's Email Address otavio@yousalaw.com	
Credit Card Information		
Credit Card Number	**Credit Card Type:** ☐ Visa ☐ MasterCard ☐ American Express ☐ Discover	Authorized Payment Amount $ 300.00
Credit Card Expiration Date (mm/yyyy)		

YOUSA
Law Firm

EB-2 IMMIGRANT PETITION
WITH REQUEST FOR A NATIONAL INTEREST WAIVER

Petitioner: SOUZA, Yglesio Luciano Moyses Silva de

HS Law Corp
P.O Box 90487
San Diego - CA - United States

YOUSA
Law Firm

TABLE OF CONTENTS

Petitioner: **SOUZA, Yglesio Luciano Moyses Silva de Souza**
Type of Petition: **I-140, EB-2 National Interest Waiver**
Classification Sought: **Immigration and Nationality Act 203(b)(2)(B)(i)**

Forms	• Form G-1450 in the amount of $715 towards I-140 form filing fee • Form G-1450 in the amount of $300 towards Asylum Program Fee • Form G-1145 • Form G-28 • Form I-140 • ETA-9089
Petition Cover Letter	• Cover Letter Summary • Petition Cover Letter • Exhibit List
Exhibit A	Resume
Exhibit B **ELIGIBILITY CRITERIA**	**Advanced Degree:** • Medical degree from Federal University of Maranhão in Brazil, and transcripts and corresponding translation • Specialist Title in General Surgery from Brazilian College of Digestive Surgery in Brazil, and transcripts and corresponding translation • Specialist Title in Digestive System Surgery from Brazilian College of Digestive Surgery in Brazil, and transcripts and corresponding translation • Doctor of Science from University of Sao Paulo in Brazil, and transcripts and corresponding translation • Academic Evaluation • Work Records - Hospital Appointments - Teaching Activities - Surgical Preceptorship - Healthcare Leadership Documentation
Exhibit C **NATIONAL INTEREST WAIVER**	**C.I – First Prong – Substantial Merit and National Importance:** • Research Project: Early Metabolic Surgery Pathways for Type 2 Diabetes and Obesity in High-Risk and Underserved Populations • Detailed Proposed Endeavor Statement • U.S. Implementation and Execution Plan • Research and Government Initiatives Supporting the Project

C.II – Second Prong – Well-Positioned to Advance the Proposed Endeavor:

- Documents Listed in Exhibit B
- Medical Board Registration

Scientific Publications

- Bibliometric Profile and Scientific Impact
- Google Scholar Profile
- Laparoscopic Duodenal-Jejunal Exclusion in the Treatment of Type 2 Diabetes Mellitus in Patients with BMI <30 kg/m² (LBMI)
- “Modified Heidelberg Technique for Pancreatic Anastomosis”
- Chowdappa R, Tiwari AR, Ranganath N, Kumar RV. South Asian Journal of Cancer (2019) 8(2):88–91
- Kapoor D, Desiraju Y, Chaudhari VA, Bagwan AI, Chopde A, Namachivayam A, Bhandare MS, Shrikhande SV. Validation and Optimization of the International Study Group of Pancreatic Surgery Risk Classification of High-risk Pancreas for Postoperative Pancreatic Fistula After Pancreatoduodenectomy for Periampullary Tumors. Annals of Surgery, 283(4), 659–666.
- "NOTES transvaginal video-assisted cholecystectomy: first series"
- “Evaluation of the Effects of Ozone Therapy in the Treatment of Intra-abdominal Infection in Rats”
- “Effects of Aroeira Extract on the Liver after Hepatic Ischemia-Reperfusion: Experimental Study in Rats”
- “Enteric Tuberculosis with Spontaneous Colocutaneous Fistula: Case Report”
- “Perforated Adenocarcinoma of the Sigmoid Colon with Multiple Retroperitoneal Abscesses”

Scholarly Activities

- Thesis Evaluation / Peer Review / Academic Judging Activities
- Academic Mentions and Invitations
- Congress Participation and Presentation

Professional Membership

- Brazilian Society of Digestive Surgery (CBCD - About, Bylaws and Board of Directors)
- Brazilian College of Surgeons (CBC – Bylaws and Presentation)

	Expert testimonials • Dr. Manoel Galvão Neto • Dr. Almino Cardoso Ramos • Prof. Dr. Orlando Jorge Martins Torres • Prof. Dr. Vinicius José da Silva Nina • Dr. Marcelo Queiroga • Dr. Tiago José Mendes Fernandes **Financial Feasibility** • Statement of Resources and Independent Capacity • U.S. real property: deeds or closing statements; county property records; mortgage and tax records • U.S. rental income: property-management statements and rental ledgers supporting the stated net income • Financial investments: account statements or financial-institution letter confirming ownership and approximate balance • Formation and ownership records of the two Florida limited liability companies • Dated exchange-rate record corresponding to any currency conversion used **Progress toward the proposed endeavor** • ECFMG / Intealth Registration • USMLE Step 1 Scheduling Permit and Prometric appointment confirmation • NBME Self-Assessments summary results • Orlando Health Research Collaboration Documents **C.III – Supporting Document for the Second and Third Dhanasar Prongs** • Statement on Medical Licensure and Permissible Activities
<u>Exhibit D</u> **PERSONAL DOCUMENTS**	• Birth Certificate and Corresponding Translation • Marriage Certificate and Corresponding Translation • Passport Biometrics Page • U.S. Visa • Marriage Certificate and Corresponding Translation • Derivate's Birth Certificate • Derivate's Passport Biometrics Page • Derivate's U.S. Visa

e-Notification of Application/Petition Acceptance

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

USCIS
Form G-1145

What Is the Purpose of This Form?

Use this form to request an electronic notification (e-Notification) when U.S. Citizenship and Immigration Services accepts your immigration application. This service is available for applications filed at a USCIS Lockbox facility.

General Information

Complete the information below and clip this form to the first page of your application package. You will receive one e-mail and/or text message for each form you are filing.

We will send the e-Notification within 24 hours after we accept your application. Domestic customers will receive an e-mail and/or text message; overseas customers will only receive an e-mail. Undeliverable e-Notifications cannot be resent.

The e-mail or text message will display your receipt number and tell you how to get updated case status information. It will not include any personal information. The e-Notification does not grant any type of status or benefit; rather it is provided as a convenience to customers.

USCIS will also mail you a receipt notice (I-797C), which you will receive within 10 days after your application has been accepted; use this notice as proof of your pending application or petition.

USCIS Privacy Act Statement

AUTHORITIES: The information requested on this form is collected pursuant to section 103(a) of the Immigration and Nationality Act, as amended INA section 101, et seq.

PURPOSE: The primary purpose for providing the information on this form is to request an electronic notification when USCIS accepts immigration form. The information you provide will be used to send you a text and/or email message.

DISCLOSURE: The information you provide is voluntary. However, failure to provide the requested information may prevent USCIS from providing you a text and/or email message receipting your immigration form.

ROUTINE USES: The information provided on this form will be used by and disclosed to DHS personnel and contractors in accordance with approved routine uses, as described in the associated published system of records notices [**DHS/USCIS-007 - Benefits Information System and DHS/USCIS-001 - Alien File (A-File) and Central Index System (CIS)**, which can be found at **www.dhs.gov/privacy**]. The information may also be made available, as appropriate for law enforcement purposes or in the interest of national security.

Complete this form and clip it on top of the first page of your immigration form(s).

Applicant/Petitioner Full Last Name	Applicant/Petitioner Full First Name	Applicant/Petitioner Full Middle Name
SILVA DE SOUZA	Yglesio Luciano Moyses	N/A

Email Address	Mobile Phone Number (Text Message)
yglesio@yahoo.com	

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

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, disbarring, 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.

I-140 ETA-9089

2.a. ☐ U.S. Immigration and Customs Enforcement (ICE)

2.b. List the specific matter in which appearance is entered.

N/A

3.a. ☐ U.S. Customs and Border Protection (CBP)

3.b. List the specific matter in which appearance is entered.

N/A

4. Receipt Number (if any)

► N/A

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) SILVA DE SOUZA

6.b. Given Name (First Name) Yglesio Luciano Moyses

6.c. Middle Name N/A

7.a. Name of Entity (if applicable)

N/A

7.b. Title of Authorized Signatory for Entity (if applicable)

N/A

8. Client's USCIS Online Account Number (if any)

► N/A

9. Client's Alien Registration Number (A-Number) (if any)

► A- N/A

Client's Contact Information

10. Daytime Telephone Number

+55 (98) 99110-1412

11. Mobile Telephone Number (if any)

+55 (98) 99110-1412

12. Email Address (if any)

yglesio@yahoo.com

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 PO Box 90487

13.b. ☐ Apt. ☐ Ste. ☐ Flr. N/A

13.c. City or Town San Diego

13.d. State CA **13.e.** ZIP Code 92169

13.f. Province N/A

13.g. Postal Code N/A

13.h. Country

USA

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

➡ [signature]

2.b. Date of Signature (mm/dd/yyyy) 07/15/2026

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) 07/15/2026

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): SILVA DE SOUZA

1.b. Given Name (First Name): Yglesio Luciano Moyses

1.c. Middle Name: N/A

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

2.d. N/A

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

3.d. N/A

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

4.d. N/A

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

5.d. N/A

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

6.d. N/A

Immigrant Petition for Alien Workers

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

USCIS
Form I-140
OMB No. 1615-0015
Expires 02/28/2027

For USCIS Use Only	Fee Stamp	Priority Date	Consulate	Action Block

Classification

- ☐ 203(b)(1)(A) Alien of Extraordinary Ability
- ☐ 203(b)(1)(B) Outstanding Professor or Researcher
- ☐ 203(b)(1)(C) Multinational Executive or Manager
- ☐ 203(b)(2) Member of Professions with Advanced Degree/Exceptional Ability
- ☐ 203(b)(3)(A)(i) Skilled Worker
- ☐ 203(b)(3)(A)(ii) Professional
- ☐ 203(b)(3)(A)(iii) Other Worker

Certification

- ☐ National Interest Waiver (NIW)
- ☐ Schedule A, Group I
- ☐ Schedule A, Group II

Remarks

To be completed by an Attorney or Accredited Representative (if any).	☒ Select this box if Form G-28 or Form G-28I is attached.	Attorney State Bar Number (if applicable)	Attorney or Accredited Representative USCIS Online Account Number (if any)
		343486	007492625438

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

Part 1. Information About the Person or Organization Filing This Petition

If an individual is filing this petition, answer **Item Numbers 1.a. - 1.c.** If a company or organization is filing this petition, answer **Item Number 2.**

1.a. Family Name (Last Name): SILVA DE SOUZA

1.b. Given Name (First Name): Yglesio Luciano Moyses

1.c. Middle Name: N/A

2. Company or Organization Name: N/A

Mailing Address

3.a. In Care Of Name: Otavio Haverroth Silva

3.b. Street Number and Name: PO Box 90487

3.c. ☐ Apt. ☐ Ste. ☐ Flr. N/A

3.d. City or Town: San Diego

3.e. State: CA **3.f.** ZIP Code: 92169

3.g. Province: N/A

3.h. Postal Code: N/A

3.i. Country: USA

Other Information

4. IRS Employer Identification Number (EIN) ► N/A

5. Are you a nonprofit organized as tax exempt or a governmental research organization? ☐ Yes ☒ No

6. Do you currently employ a total of 25 or fewer full-time equivalent employees in the United States, including all affiliates or subsidiaries of this company/organization? ☒ Yes ☐ No

7. U.S. Social Security Number (SSN) (if any) ► N/A

8. USCIS Online Account Number (if any) ► N/A

Part 2. Petition Type

This petition is being filed for (select **only one** box):

1.a. ☐ An alien of extraordinary ability.

1.b. ☐ An outstanding professor or researcher.

1.c. ☐ A multinational executive or manager.

1.d. ☐ A member of the professions holding an advanced degree or an alien of exceptional ability (who is **NOT** seeking a National Interest Waiver (NIW)).

1.e. ☐ A professional (at a minimum, possessing a bachelor's degree or a foreign degree equivalent to a U.S. bachelor's degree).

Part 2. Petition Type (continued)

1.f. ☐ A skilled worker (requiring at least two years of specialized training or experience).

1.g. ☐ Any other worker (requiring less than two years of training or experience).

1.h. ☒ An alien applying for an NIW (who **IS** a member of the professions holding an advanced degree or an alien of exceptional ability).

This petition is being filed (select **only one** box):

2.a. ☐ To amend a previously filed petition.

Previous Petition Receipt Number

► N/A

2.b. ☐ For the Schedule A, Group I or II designation.

Part 3. Information About the Person for Whom You Are Filing

1.a. Family Name (Last Name): SILVA DE SOUZA

1.b. Given Name (First Name): Yglesio Luciano Moyses

1.c. Middle Name: N/A

Mailing Address

2.a. In Care Of Name: Otavio Haverroth Silva

2.b. Street Number and Name: PO Box 90487

2.c. ☐ Apt. ☐ Ste. ☐ Flr. N/A

2.d. City or Town: San Diego

2.e. State: CA **2.f.** ZIP Code: 92169

2.g. Province: N/A

2.h. Postal Code: N/A

2.i. Country: USA

Other Information

3. Date of Birth (mm/dd/yyyy): 09/19/1980

4. City/Town/Village of Birth: Sao Luis

5. State or Province of Birth: Maranhao

6. Country of Birth: Brazil

7. Country of Citizenship or Nationality: Brazil

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

► A- N/A

9. U.S. SSN (if any) ► N/A

Information About His or Her Last Arrival in the United States

If the person for whom you are filing is in the United States, provide the following information.

10. Date of Last Arrival (mm/dd/yyyy): N/A

11.a. Form I-94 Arrival-Departure Record Number

► N/A

11.b. Expiration Date of Authorized Stay Shown on Form I-94 (mm/dd/yyyy): N/A

11.c. Status on Form I-94 (for example, class of admission, or paroled, if paroled): N/A

12. Passport Number: N/A

13. Travel Document Number: N/A

14. Country of Issuance for Passport or Travel Document: N/A

15. Expiration Date for Passport or Travel Document (mm/dd/yyyy): N/A

Part 4. Processing Information

Provide the following information for the person named in **Part 3.** (select **only one** box):

1.a. ☒ Alien will apply for a visa abroad at a U.S. Embassy or U.S. Consulate at:

1.b. City or Town: Rio de Janeiro

1.c. Country: Brazil

2.a. ☐ Alien is in the United States and will apply for adjustment of status to that of lawful permanent resident.

Part 4. Processing Information (continued)

2.b. Alien's current country of residence or, if now in the United States, last country of permanent residence abroad.

Brazil

If you provided a United States address in **Part 3.**, provide the person's foreign address in **Item Numbers 3.a. - 3.f.**:

3.a. Street Number and Name: 370 MA203 Rode

3.b. ☐ Apt. ☐ Ste. ☐ Flr. N/A

3.c. City or Town: Paco Lumiar

3.d. Province: Maranhao

3.e. Postal Code: 65130000

3.f. Country

Brazil

If the person's native alphabet is other than Roman letters, type or print the person's foreign name and address in the native alphabet in **Item Numbers 4.a. - 5.g.**:

4.a. Family Name (Last Name): N/A

4.b. Given Name (First Name): N/A

4.c. Middle Name: N/A

Mailing Address

5.a. In Care Of Name

N/A

5.b. Street Number and Name: N/A

5.c. ☐ Apt. ☐ Ste. ☐ Flr. N/A

5.d. City or Town: N/A

5.e. Province: N/A

5.f. Postal Code: N/A

5.g. Country

N/A

If you answer "Yes" to **Item Numbers 6.a. - 10.**, provide the case number, office location, date of decision, and disposition of the decision in the space provided in **Part 11. Additional Information**.

6.a. Are you filing any other petitions or applications with this Form I-140? ☐ Yes ☒ No

6.b. If you answered "Yes" **to Item Number 6.a.**, select all applicable boxes:

- ☐ Form I-485
- ☐ Form I-131
- ☐ Form I-765
- ☐ Other (Provide an explanation in **Part 11. Additional Information**.)

7. Is the person for whom you are filing in removal proceedings? ☐ Yes ☒ No

8. Has any immigrant visa petition ever been filed by or on behalf of this person? ☒ Yes ☐ No

9. Are you filing this petition without an original labor certification because the original labor certification was previously submitted in support of another Form I-140? ☐ Yes ☒ No

10. If you are filing this petition without an original labor certification, are you requesting that U.S. Citizenship and Immigration Services (USCIS) request a duplicate labor certification from the Department of Labor (DOL)? ☐ Yes ☒ No

Part 5. Additional Information About the Petitioner

Type of petitioner (select **only one** box):

1.a. ☐ Employer

1.b. ☒ Self

1.c. ☐ Other (For example, Lawful Permanent Resident, U.S. citizen or any other person filing on behalf of the alien)

N/A

If a company or an organization is filing this petition, provide the following information:

2. Type of Business

N/A

3. Date Established (mm/dd/yyyy): N/A

4. Current Number of U.S. Employees: N/A

5. Gross Annual Income $ N/A

6. Net Annual Income $ N/A

7. NAICS Code ▶ N/A

8. Labor Certification DOL Case Number

N/A

Part 5. Additional Information About the Petitioner (continued)

9. Labor Certification DOL Filing Date (mm/dd/yyyy)

N/A

10. Labor Certification Expiration Date (mm/dd/yyyy)

N/A

If an individual is filing this petition, provide the following information.

11. Occupation

Digestive System Surgeon

12. Annual Income $ N/A

Part 6. Basic Information About the Proposed Employment

1. Job Title

Medical Scientists

2. SOC Code ▶ 19 - 1042

3. Nontechnical Job Description

See page 8.

4. Is this a full-time position? ☒ Yes ☐ No

5. If the answer to **Item Number 4.** is "No," how many hours per week for the position?

N/A

6. Is this a permanent position? ☒ Yes ☐ No

7. Is this a new position? ☒ Yes ☐ No

8. Wages (Specify hour, week, month, or year):

$ N/A per N/A

Worksite Location

For **Item Numbers 9.a. - 9.e.**, provide the address where the person will work if different from the address provided in **Part 1.**

9.a. Street Number and Name: To be determined

9.b. ☐ Apt. ☐ Ste. ☐ Flr. To be determined

9.c. City or Town: To be determined

9.d. State: FL **9.e.** ZIP Code: To be determined

Part 7. Information About the Spouse and All Children of the Person for Whom You Are Filing

For **Part 7.**, provide information on the spouse and all children related to the individual for whom you are filing this petition. Also, note if the individual will apply for a visa abroad or adjustment of status as the dependent of the individual for whom the petition is filed. If you need extra space to provide information about additional family members, use the space provided in **Part 11. Additional Information**.

Person 1

1.a. Family Name (Last Name): BRITTO FREIRE MARTINS MOYSES

1.b. Given Name (First Name): Juliana

1.c. Middle Name: N/A

2. Date of Birth (mm/dd/yyyy): 08/18/1989

3. Country of Birth: Brazil

4. Relationship: Spouse

5. Is he or she applying for adjustment of status? ☐ Yes ☒ No

6. Is he or she applying for a visa abroad? ☒ Yes ☐ No

Person 2

7.a. Family Name (Last Name): BRITTO FREIRE MOYSES

7.b. Given Name (First Name): Cecilia

7.c. Middle Name: N/A

8. Date of Birth (mm/dd/yyyy): 12/14/2017

9. Country of Birth: Brazil

10. Relationship: Daughter

11. Is he or she applying for adjustment of status? ☐ Yes ☒ No

12. Is he or she applying for a visa abroad? ☒ Yes ☐ No

Part 7. Information About Spouse and All Children of the Person for Whom You Are Filing (continued)

Person 3

13.a. Family Name (Last Name): BRITTO FREIRE MARTINS NUNES

13.b. Given Name (First Name): Guilherme

13.c. Middle Name: N/A

14. Date of Birth (mm/dd/yyyy): 07/09/2008

15. Country of Birth: Brazil

16. Relationship: Stepchild

17. Is he or she applying for adjustment of status? ☐ Yes ☒ No

18. Is he or she applying for a visa abroad? ☒ Yes ☐ No

Person 4

19.a. Family Name (Last Name): PEDROZO MOYSES

19.b. Given Name (First Name): Maria Alice

19.c. Middle Name: N/A

20. Date of Birth (mm/dd/yyyy): 03/18/2015

21. Country of Birth: Brazil

22. Relationship: Daughter

23. Is he or she applying for adjustment of status? ☐ Yes ☒ No

24. Is he or she applying for a visa abroad? ☒ Yes ☐ No

Person 5

25.a. Family Name (Last Name): N/A

25.b. Given Name (First Name): N/A

25.c. Middle Name: N/A

26. Date of Birth (mm/dd/yyyy): N/A

27. Country of Birth: N/A

28. Relationship: N/A

29. Is he or she applying for adjustment of status? ☐ Yes ☐ No

30. Is he or she applying for a visa abroad? ☐ Yes ☐ No

Person 6

31.a. Family Name (Last Name): N/A

31.b. Given Name (First Name): N/A

31.c. Middle Name: N/A

32. Date of Birth (mm/dd/yyyy): N/A

33. Country of Birth: N/A

34. Relationship: N/A

35. Is he or she applying for adjustment of status? ☐ Yes ☐ No

36. Is he or she applying for a visa abroad? ☐ Yes ☐ No

Part 8. Contact Information, Certification, and Signature of the Petitioner or Authorized Signatory

Petitioner or Authorized Signatory's Contact Information

1.a. Petitioner's or Authorized Signatory's Family Name (Last Name)

SILVA DE SOUZA

1.b. Petitioner's or Authorized Signatory's Given Name (First Name)

Yglesio Luciano Moyses

2. Petitioner's or Authorized Signatory's Title

N/A

3. Petitioner's or Authorized Signatory's Daytime Telephone Number

+55 (98) 99110-1412

4. Petitioner's or Authorized Signatory's Mobile Telephone Number (if any)

+55 (98) 99110-1412

5. Petitioner's or Authorized Signatory's Email Address (if any)

yglesio@yahoo.com

Petitioner's or Authorized Signatory's Certification and Signature

If filing this petition on behalf of an organization, I certify that I am authorized to do so by the organization:

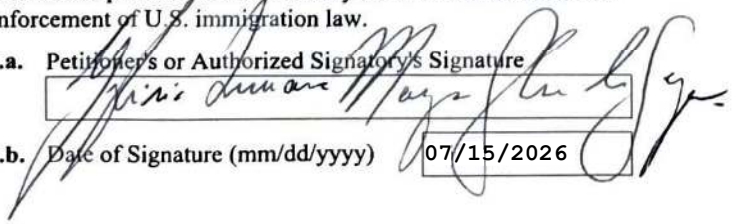
a. I reviewed and provided or authorized all of the responses and information in my petition;

b. I understood all of the responses and information contained in, and submitted with, my petition; and

c. All of the responses and information were complete, true, and correct at the time of filing

Furthermore, I authorize the release of any information from any and all of my records as authorized signatory and the petitioner's records that USCIS may need to determine the petitioner's eligibility for an immigration request and to other entities and persons where necessary for the administration and enforcement of U.S. immigration law.

6.a. Petitioner's or Authorized Signatory's Signature



6.b. Date of Signature (mm/dd/yyyy) 07/15/2026

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

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

N/A

Interpreter's Contact Information

3. Interpreter's Daytime Telephone Number

N/A

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

N/A

5. Interpreter's Email Address (if any)

N/A

Interpreter's Certification and Signature

I certify, under penalty of perjury, that I am fluent in English and N/A, and I have interpreted every question on the petition and Instructions and interpreted the petitioner's or authorized signatory's answers to the questions in that language, and the petitioner or authorized signatory informed me that they understood every instruction, question, and answer on the petition.

6.a. Interpreter's Signature

N/A

6.b. Date of Signature (mm/dd/yyyy) N/A

Part 10. Contact Information, Certification, and Signature of the Person Preparing this Petition, if Other Than the Petitioner or Authorized Signatory

Preparer's Full Name

1. Preparer's Family Name (Last Name)

HAVERROTH SILVA

Preparer's Given Name (First Name)

Otavio

2. Preparer's Business or Organization Name

HS Law Corp

Preparer's Contact Information

3. Preparer's Daytime Telephone Number

5102419336

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

5102419336

5. Preparer's Email Address (if any)

otavio@legalhs.com

Preparer's Certification and Signature

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

6. Preparer's Signature



Date of Signature (mm/dd/yyyy) 07/15/2026

Part 11. 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. Family Name (Last Name): SILVA DE SOUZA

Given Name (First Name): Yglesio Luciano Moyses

Middle Name: N/A

2. IRS EIN ► N/A

3.

Page Number	Part Number	Item Number
4	6	3

Develop and implement strategies to improve the identification, evaluation, and referral of patients with obesity and Type 2 diabetes for advanced treatment. Design standardized care pathways and recommendations to improve care coordination, patient outcomes, and access to care for underserved and high-risk populations.

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

Employment OMB Approval: 1205-0451
Expiration Date: 02/28/2029

Application for Permanent Employment Certification
Form ETA-9089 – Final Determination: Permanent Employment Certification Approval
U.S. Department of Labor

PERMANENT EMPLOYMENT CERTIFICATION APPROVAL

A. U.S. Government Agency Use Only

Pursuant to the provisions of Sections 212(a)(5)(A) of the Immigration and Nationality Act, as amended, the Department hereby certifies that there are not sufficient workers who are able, willing, and qualified, and who will be available at the time of application for a visa and admission into the United States and place needed to fill the job opportunities for which certification is sought, and the permanent employment of the foreign worker will not adversely affect the wages and working conditions of workers in the United States similarly employed.

Therefore, by virtue of the signature below, the Department hereby acknowledges granting certification for the following *Application for Permanent Employment Certification* (Form ETA-9089):

1. DOL Case Number		2. Case Status
3. Employer Legal Business Name		4. Employer FEIN
5. Foreign Worker's Last (family) Name		
6. Foreign Worker's First (given) Name		
7. Foreign Worker's Middle Name(s)		
8. Job Title		
9. SOC Code	10. SOC Occupational Title	
Labor Certification Validity Information		
11. Filing Date	12. Determination Date	13. Expiration Date
14. Department of Labor Office of Foreign Labor Certification *(electronic signature)*		

Pursuant to 20 CFR 656, the aforementioned permanent labor certification is valid only for the job opportunity, the foreign worker, and the area of intended employment specified on the approved Form ETA-9089, including all appendices and any modifications approved by the Department. The aforementioned filing date on this approved *Application for Permanent Employment Certification*, established under 20 CFR 656.17(c), may be used as a priority date by the Department of Homeland Security and the Department of State, as appropriate. This approved *Application for Permanent Employment Certification* will expire if not filed in support of *Immigrant Petition for Alien Workers* (Form I-140) with the Department of Homeland Security by the aforementioned expiration date.

The foreign worker covered by this approved *Application for Permanent Employment Certification* has declared under Section B below, under penalty of perjury, that the foreign worker has read and reviewed every page of Appendix A for this approved Form ETA-9089, takes full responsibility for the accuracy of all information contained therein, and intends to accept permanent employment in the job opportunity specified on the approved Form ETA-9089, including all appendices, offered by the employer if granted a visa or an adjustment of status based on this permanent labor certification.

The employer covered by this approved *Application for Permanent Employment Certification* has declared under Section D below under penalty of perjury that it has read and reviewed every page of this approved Form ETA-9089, including all appendices, and takes full responsibility for the accuracy of all information contained therein and all documentation supporting this approved *Application for Permanent Employment Certification*, including any representations made by the employer's authorized preparer, agent or attorney, as applicable.

Application for Permanent Employment Certification
Form ETA-9089 – Final Determination: Permanent Labor Certification Approval
U.S. Department of Labor

B. Foreign Worker Declaration

I declare under penalty of perjury that I have read and reviewed all information contained in Appendix A of this approved Form ETA-9089, and that to the best of my knowledge the information contained therein is true and accurate. *I understand that to knowingly and/or willfully furnish materially false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both (18 U.S.C. 2, 1001, 1546, 1621).*

I further declare that I am the person identified under Section A, Fields 5, 6, and 7 above. I did not participate in any activities involving the interviewing or consideration of U.S. workers and intend to accept permanent employment in the job opportunity specified on this approved Form ETA-9089, including all appendices, offered by the employer if granted a visa or an adjustment of status based on this permanent labor certification.

1. Signature *	2. Date Signed *
	07/15/2026

C. Attorney or Agent Declaration

I declare under penalty of perjury that I am an attorney for the employer, or that I am an employee of, or hired by, the employer listed in Section C of the Form ETA-9089, and that I have been designated by that employer in accordance with 20 CFR 656.10(b) to act on its behalf in connection with this application.

I hereby certify that I have provided to the employer the entire Form ETA-9089, appendices, and all supporting documentation for review and to the best of my knowledge the information contained herein is true and accurate, including the employer's declaration regarding activities that I have undertaken on the employer's behalf in connection with this application. *I understand that to knowingly and/or willfully furnish materially false information in the preparation of this form and any supplement hereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both (18 U.S.C. 2, 1001, 1546, 1621).*

1. Attorney or Agent's Last (family) Name *	2. First (given) Name *	3. Middle Initial §
HAVERROTH SILVA	Otavio	N/A
4. Firm/Business Name §		
HS Law Corp		
5. Signature *		6. Date Signed *
		07/15/2026

D. Employer Declaration

I hereby designate the agent or attorney identified in Section C (if any) of the Form ETA-9089 to represent me for the purpose of labor certification and, by virtue of my signature in Field 5 below, **I take full responsibility** for the accuracy of any representations made by my agent or attorney, and my designated preparer identified in Section C above, on every page of the Form ETA-9089, including all appendices, and documentation supporting this application.

I declare under penalty of perjury that I have read and reviewed this application, including every page of the Form ETA-9089, appendices, and supporting documentation, and that to the best of my knowledge the information contained therein is true and accurate. *I understand that to knowingly and/or willfully furnish materially false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both (18 U.S.C. 2, 1001, 1546, 1621).*

1. Last (family) Name *	2. First (given) Name *	3. Middle Initial §
4. Title *		
5. Signature *		6. Date Signed *

For Public Burden Statement, see the Instructions for Form ETA-9089.

OMB Approval: 1205-0451
Expiration Date:02/28/2029

Application for Permanent Employment Certification
Form ETA-9089 – Appendix A: Foreign Worker Information
U.S. Department of Labor

FOREIGN WORKER INFORMATION

A. Foreign Worker Contact Information

1. Foreign Worker's Last (family) Name * SILVA DE SOUZA		
2. Foreign Worker's First (given) Name * Yglesio Luciano Moyses		
3. Foreign Worker's Middle Name(s) * N/A		
4. Address 1 *(current)* * 370 MA203 Rode		
5. Address 2 *(apartment/suite/floor and number)* ***§*** N/A		
6. City * Paco Lumiar	7. State * N/A	8. Postal Code * 65130000
9. Country * Brazil	10. Province ***§*** Maranhao	
11. Date of Birth *(mm/dd/yyyy)* * 09/19/1980	12. Class of Admission * N/A	13. Alien Registration Number (A#) (if applicable) * N/A
14. Country of Birth * Brazil		
15. Country of Citizenship or Nationality * Brazil		

B. Foreign Worker Education §

a. Educational Attainment Information 1

1. Education: U.S. Diploma/Degree attained relevant to the job opportunity ☐ None ☐ High School/GED ☐ Associate ☐ Bachelor's ☐ Master's ■ Doctorate (PhD) ☐ Other Degree (JD, MD, etc.)	
1a. If "Other Degree" in question 1, specify the diploma/degree attained	
1b. Specify major(s) and/or field(s) of study (may list more than one related major and more than one field) Experimental Pathophysiology	
1c. Name of Institution that issued the degree/diploma Universidade de Sao Paulo (USP)	
1d. Name of Country of institution identified in question 1c Brazil	1e. Month/year attained (*mm/yyyy*) 12/2009

b. Educational Attainment Information 2

1. Education: U.S. Diploma/Degree attained relevant to the job opportunity ☐ None ☐ High School/GED ☐ Associate ☐ Bachelor's ☐ Master's ☐ Doctorate (PhD) ■ Other Degree (JD, MD, etc.)	
1a. If "Other Degree" in question 1, specify the diploma/degree attained Specialty	
1b. Specify major(s) and/or field(s) of study (may list more than one related major and more than one field) Oncology/Surgical Cancer	
1c. Name of Institution that issued the degree/diploma Regional Council of Medicine of the State of Maranhao	
1d. Name of Country of Institution identified in question 1c Brazil	1e. Month/year attained (*mm/yyyy*) 09/2017

PERM Case Number: _____ Case Status: _____ Determination Date: _____ Expiration Date: _____

***B. Foreign Worker Education** (continued)*

c. Educational Attainment Information 3

1. Education: U.S. Diploma/Degree attained relevant to the job opportunity

☐ None ☐ High School/GED ☐ Associate ☐ Bachelor's ☐ Master's ☐ Doctorate (PhD) ■ Other Degree (JD, MD, etc.)

1a. If "Other Degree" in question 1, specify the diploma/degree attained

Specialty

1b. Specify major(s) and/or field(s) of study (may list more than one related major and more than one field)

Digestive System Surgery

1c. Name of Institution that issued the degree/diploma

Conselho Regional de Medicina do Maranhao (CRM-MA)

1d. Name of Country of Institution identified in question 1c	1e. Month/year attained (*mm/yyyy*)
Brazil	08/2010

d. Educational Attainment Information 4

1. Education: U.S. Diploma/Degree attained relevant to the job opportunity

☐ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's ☐ Doctorate (PhD) ■ Other Degree (JD, MD, etc.)

1a. If "Other Degree" in question 1, specify the diploma/degree attained

Specialty

1b. Specify major(s) and/or field(s) of study (may list more than one related major and more than one field)

General Surgery

1c. Name of Institution that issued the degree/diploma

Conselho Regional de Medicina do Maranhao (CRM-MA)

1d. Name of Country of Institution identified in question 1c	1e. Month/year attained (*mm/yyyy*)
Brazil	08/2010

e. Educational Attainment Information 5

1. Education: U.S. Diploma/Degree attained relevant to the job opportunity

☐ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's ☐ Doctorate (PhD) ■ Other Degree (JD, MD, etc.)

1a. If "Other Degree" in question 1, specify the diploma/degree attained

Doctor of Medicine

1b. Specify major(s) and/or field(s) of study (may list more than one related major and more than one field)

Physician

1c. Name of Institution that issued the degree/diploma

Universidade Federal do Maranhao (UFMA)

1d. Name of Country of Institution identified in question 1c	1e. Month/year attained (*mm/yyyy*)
Brazil	01/2004

C. Foreign Worker Training Qualifications §

a. Training, Certification(s), and/or License(s) Information 1

1. Name of Institution/School/Training provider

Conselho Federal de Medicina (CRM)

1a. Name of training, coursework, experience received

Medical License

1b. Training/Certifications/licenses attained (if applicable)		
1c. Start date of training (*mm/yyyy*)	1d. End date of training (*mm/yyyy*)	1e. Month/year awarded (*mm/yyyy*) 06/2008

b. Training, Certification(s), and/or License(s) Information 2

1. Name of Institution/School/Training provider Ordem dos Advogados do Brasil (OAB)		
1a. Name of training, coursework, experience received Attorney License		
1b. Training/Certifications/Licenses attained (if applicable) OAB/MA nº 28.898		
1c. Start date of training (*mm/yyyy*)	1d. End date of training (*mm/yyyy*)	1e. Month/year awarded (*mm/yyyy*) 07/2024

c. Training, Certification(s), and/or License(s) Information 3

1. Name of Institution/School/Training provider Colegio Brasileiro de Cirurgioes (CBC)		
1a. Name of training, coursework, experience received Professional Membership		
1b. Training/certifications/licenses attained (if applicable)		
1c. Start date of training (*mm/yyyy*)	1d. End date of training (*mm/yyyy*)	1e. Month/year awarded (*mm/yyyy*) 07/2009

D. Foreign Worker Training Qualifications §

a. Skills, Abilities, and Proficiencies 1

1. Name of Employer/Institution/School/Training Provider	
1a. Country	1b. State, Territory, or Province
1c. Description of specific skills, abilities, and/or proficiencies the foreign worker possesses or attained, which help establish whether the foreign worker meets the requirements identified for the job opportunity *(up to 1,500 characters)*	

b. Skills, Abilities, and Proficiencies 2

1. Name of Employer/Institution/School/Training Provider	
1a. Country	1b. State, Territory, or Province
1c. Description of specific skills, abilities, and/or proficiencies the foreign worker possesses or attained, which help establish whether the foreign worker meets the requirements identified for the job opportunity *(up to 1,500 characters)*	

E. Foreign Worker Work Experience §

a. Work Experience 1

1. Employer Name			
Legislative Assembly of Maranhao			
1a. Address 1			
7200 Jeronimo de Albuquerque Ave			
1b. Address 2			
N/A			
1c. City or Town			1d. Postal Code
Sao Luis			65074220
1e. Country		1f. State, Territory, or Province	
Brazil		Maranhao	
1g. Job Title			
State Representative			
1h. Start Date *(mm/yyyy)*	1i. End Date *(mm/yyyy)*	1j. Present	1k. Hours Worked Per Week
2019	Present	■ Yes ☐ No	N/A

1l. Job Duties: Specify details of the job (work tasks performed, use of tools/equipment, supervision, etc.) (*up to 3,500 characters*)

Led the development and introduction of numerous healthcare-related bills. Led public health emergency measures during the COVID-19 pandemic.

For Public Burden Statement, see the Instructions for Form ETA-9089.

OMB Approval: 1205-0451
Expiration Date: 02/28/2029

SUPPLEMENTAL INFORMATION

A. Supplemental Information 1 §

1. Section and Item Number	**B**	1a. Section Name or Category of Supplemental Information	**Foreign Worker Education**

1b. Supplemental Information. *(up to 1,500 characters)*

Education Attainment Information 6
Diploma/Degree: Bachelor's
Major: Law
Name of institution: CEUMA University
Name of country of institution: Brazil
Month/year attained: 2022

B. Supplemental Information 2 §

1. Section and Item Number	**C**	1a. Section Name or Category of Supplemental Information	**Foreign Worker Training Qualifications**

1b. Supplemental Information. *(up to 1,500 characters)*

Training, Certification, and/or License Information
Name of institution: ID Infinity International Society (IIS)
Name of training: Membership
Month/year awarded: 07/2025

For Public Burden Statement, see the Instructions for Form ETA-9089.

OMB Approval: 1205-0451
Expiration Date: 02/28/2029

Application for Permanent Employment Certification
Form ETA-9089 – Appendix C: Supplemental Information
U.S. Department of Labor

SUPPLEMENTAL INFORMATION

A. Supplemental Information 1 §

1. Section and Item Number	**E**	1a. Section Name or Category of Supplemental Information	**Foreign Worker Work Experience**

1b. Supplemental Information. *(up to 1,500 characters)*

Work Experience
Employer name: Djalma Marques Municipal Hospital
Address: 550 Dr. Carneiro Belfort. Sao Luis, Maranhao-Brazil
Job title: General Director
Start date - End date: 2013
Job duties: Directed the overall operations of a major public hospital, overseeing healthcare services, staff management, resource allocation, regulatory compliance, and strategic initiatives to ensure efficient and high-quality patient care.

B. Supplemental Information 2 §

1. Section and Item Number	**E**	1a. Section Name or Category of Supplemental Information	**Foreign Worker Work Experience**

1b. Supplemental Information. *(up to 1,500 characters)*

Work Experience
Employer name: Universidade Federal do Maranhao (UFMA)
Address: 1966 Portugueses Ave. Sao Luis - Maranhao/Brazil 65080805
Job title: Preceptor for the Medical Residency Program in General Surgery
Start date - End date: 11/2014 - 06/2018
Job duties: Supervised and trained General Surgery residents, overseeing clinical and surgical activities, evaluating performance, and ensuring high standards of patient care and medical education.

For Public Burden Statement, see the Instructions for Form ETA-9089.

OMB Approval: 1205-0451
Expiration Date: 02/28/2029

SUPPLEMENTAL INFORMATION

A. Supplemental Information 1 §

1. Section and Item Number	E	1a. Section Name or Category of Supplemental Information	**Foreign Worker Work Experience**

1b. Supplemental Information. *(up to 1,500 characters)*

Work Experience
Employer name: CEUMA University
Address: 1 Josue Montello St. Sao Luis - Maranhao/Brazil 65075120
Job title: Professor
Start date - End date: 03/2010 - 12/2018
Job duties: Taught university-level courses, supervised student learning and assessment, developed academic content, and participated in research, extension, and institutional activities.

B. Supplemental Information 2 §

1. Section and Item Number	E	1a. Section Name or Category of Supplemental Information	**Foreign Worker Work Experience**

1b. Supplemental Information. *(up to 1,500 characters)*

Work Experience
Employer name: Universidade Federal do Maranhao (UFMA)
Address: 1966 Portugueses Ave. Sao Luis - Maranhao/Brazil 65080805
Job title: Professor
Start date - End date: 09/2010 - 08/2015
Job duties: Taught university-level courses, conducted research, supervised students, and contributed to academic, educational, and institutional initiatives at UFMA.

For Public Burden Statement, see the Instructions for Form ETA-9089.

YOUSA
Law Firm

SUMMARY OF COVER LETTER

Petitioner: **SOUZA, Yglésio Luciano Moyses Silva de**
Type of Petition: **I-140, EB-2 National Interet Waiver**
Classification Sought: **Immigration and Nationality Act 203(b)(2)(B)(i)**

This petition is submitted on behalf of **Dr. Yglesio Luciano Moyses Silva de Souza,** a physician-scientist with more than twenty years of professional experience in digestive surgery, metabolic disorders, obesity treatment, translational medical research, and healthcare systems. He holds both a Doctor of Medicine (M.D.) degree and a Ph.D. in Medical Sciences from the University of São Paulo (USP), one of Latin America's leading research institutions. His proposed endeavor consists of a physician-scientist and translational research initiative focused on developing evidence-based metabolic surgery pathways for patients with obesity and type 2 diabetes, with particular emphasis on improving early intervention, care coordination, and long-term outcomes for high-risk and underserved populations within the United States healthcare system.

Dr. Souza's petition seeks an exemption from the labor certification requirement under *Matter of Dhanasar*, 26 I&N Dec. 884 (AAO 2016), as his qualifications and proposed endeavor fulfill the three-prong test for a National Interest Waiver:

1. **Substantial Merit and National Importance:** Dr. Souza's proposed endeavor addresses nationally significant healthcare priorities by advancing translational medical research focused on obesity, type 2 diabetes, metabolic disorders, and chronic disease management. Through the development of standardized metabolic surgery pathways, implementation-focused research, outcomes analysis, and evidence-based care models, the initiative seeks to improve patient outcomes, reduce delayed referrals, strengthen multidisciplinary care coordination, and expand access to effective treatment strategies for underserved populations. The endeavor aligns with federal healthcare priorities related to chronic disease prevention, healthcare innovation, and translational medicine.
2. **Well-Positioned to Advance the Proposed Endeavor:** Dr. Souza is exceptionally well-positioned to advance the proposed endeavor based on his Doctor of Medicine (M.D.) degree, Ph.D. in Medical Sciences, more than twenty years of progressive clinical and surgical experience, extensive academic and healthcare leadership background, peer-reviewed scientific publications, translational medical research, documented scholarly impact, active participation in professional medical organizations, and ongoing progress toward United States medical licensure. **His research includes pioneering contributions to metabolic surgery for type 2 diabetes, and his peer-reviewed publications have been cited in international consensus statements, leading review articles, systematic reviews, and subsequent clinical studies, demonstrating sustained scientific recognition and confirming his ability to generate research that continues to influence the field.**
3. **Balancing of Benefits to the United States:** Dr. Souza's proposed endeavor is research-driven and implementation-focused rather than employer-specific. Waiving the labor certification requirement will enable him to continue advancing translational medical research, evidence-based metabolic surgery pathways, and chronic disease management strategies that address nationally recognized healthcare priorities. Because the initiative seeks to develop broadly applicable methodologies that benefit healthcare providers, institutions, and patients throughout the United States, requiring a permanent job offer would unnecessarily impede work that serves the national interest.

Considering these factors, **Dr. Yglésio Luciano Moyses Silva de Souza fully satisfies the requirements for a National Interest Waiver**. We respectfully request a favorable review of the enclosed petition and supporting evidence, which collectively demonstrate his exceptional qualifications, his well-developed physician-scientist profile, and the substantial national importance of his proposed endeavor.

A favorable adjudication of this Form I-140 petition is warranted in recognition of Dr. Souza's demonstrated ability to advance translational medical research, improve evidence-based metabolic disease care, and contribute to the development of scalable healthcare methodologies that will strengthen the United States healthcare system.

Thank you for your attention to this matter.

Sincerely,

Otavio Haverroth Silva
California Bar # 343486

YOUSA
Law Firm

July 15, 2026.

VIA USPS

USCIS
Attn: I-140
P.O. Box 660128
Dallas, TX 75266-0128

Re: I-140 Immigrant Visa Self-Petition of Dr. Yglésio Luciano Moysés Silva de Souza — Request for a National Interest Waiver under the EB-2 Classification

Dear Immigration Officer:

This firm represents Dr. Yglésio Luciano Moysés Silva de Souza ("Dr. Souza" or the "Petitioner") in his I-140 Immigrant Visa Self-Petition under the EB-2 category. We respectfully request his classification as a professional holding an advanced degree, and a waiver of the job offer and labor certification requirements pursuant to section 203(b)(2)(B)(i) of the Immigration and Nationality Act, as interpreted in Matter of Dhanasar, 26 I&N Dec. 884 (AAO 2016).

Dr. Souza is a physician-scientist with more than two decades of experience in digestive and metabolic surgery, translational research, chronic disease management, and healthcare systems. He has practiced general and digestive surgery continuously since 2005 and remains in active clinical practice today. He holds a Doctor of Medicine (M.D.) degree and a Doctor of Science (Doutor em Ciências) in Experimental Pathophysiology from the University of São Paulo (USP).

His proposed endeavor is to develop, validate, and disseminate standardized early-identification, evaluation, and referral pathways for adults with obesity and type 2 diabetes who may benefit from metabolic surgery, with particular attention to high-risk and medically underserved populations in the United States. Through these efforts, Dr. Souza seeks to contribute to the advancement of chronic disease care, the reduction of healthcare burden associated with obesity and diabetes, and the expansion of clinically effective treatment strategies aligned with current public health priorities in the United States.

Under the three-prong framework established in Matter of Dhanasar, the evidence demonstrates that:

- the proposed endeavor has substantial merit and national importance, addressing documented challenges in chronic disease management, metabolic surgery, and healthcare access disparities;
- Dr. Souza is well positioned to advance it, based on his physician-scientist formation, doctoral-level scientific training, a peer-reviewed publication record with documented field-level influence and translational adoption, and a defined 36-month implementation plan; and

- on balance, it is beneficial to the United States to waive the job offer and labor certification requirements, because the endeavor is self-directed, multi-institutional, and implementation-focused.

The evidence, academic documentation, scientific publications, expert letters, and the U.S. Implementation and Execution Plan (Exhibit C.I) collectively establish, **by a preponderance of the evidence**, that Dr. Souza's proposed endeavor satisfies each prong of the Dhanasar framework, advances the national interest of the United States, and fully meets the requirements for classification under the EB-2 National Interest Waiver standard.

I. THE EB-2 CLASSIFICATION

Advanced Degree

To qualify under the EB-2 classification, the petitioner must demonstrate possession of an advanced degree or its foreign equivalent, or a bachelor's degree with at least five years of progressive post-baccalaureate experience. See INA § 203(b)(2); 8 C.F.R. § 204.5(k)(2).

Dr. Souza holds a Doctor of Science (Doutor em Ciências) in Experimental Pathophysiology from the University of São Paulo School of Medicine, a credential evaluated as equivalent to a United States Doctor of Philosophy (Ph.D.). A doctorate is, by itself, an advanced degree within the meaning of 8 C.F.R. § 204.5(k)(2). He additionally holds a Doctor of Medicine (M.D.) degree. His doctoral research focused on the application of ozone therapy in the treatment of intra-abdominal infection and resulted in a peer-reviewed publication in Clinics (2010), on which he is both first author and corresponding author. See Exhibits B and C.II.

In addition to his formal academic qualifications, Dr. Souza has more than twenty years of progressive experience in digestive surgery, metabolic disorders, obesity-related disease, clinical leadership, translational research, and healthcare systems. His clinical, academic, and public-health roles have been held concurrently rather than sequentially:

- **2005 to present — Clinical practice in general and digestive surgery**, Maranhão, Brazil, including the care of digestive disease, obesity-related conditions, and type 2 diabetes. This practice has been maintained continuously to date, including throughout his subsequent academic, hospital-leadership, and legislative service. See Exhibit B (certificate of active registration with the Regional Council of Medicine of Maranhão; institutional-linkage declarations; hospital medical-staff attestation).
- **2008 to present — Scholarly research and scientific authorship**, including publications indexed in PubMed, Web of Science, Scopus, and SciELO, and presentations at national and international congresses.

- **2010 to 2018 — Academic supervisor and professor**, Federal University of Maranhão (UFMA) and CEUMA University, including anatomy, surgical education, and service on examining committees evaluating the final research projects of graduating medical students.
- **2019 to present — Member, Legislative Assembly of Maranhão**, and Vice-President of its Health Commission, held concurrently with continued clinical surgical practice.
- **2025 to present — Progression through the ECFMG/Intealth pathway**, and continued development of translational research in metabolic disease care and metabolic-surgery pathways.

Dr. Souza therefore satisfies the advanced-degree requirement for EB-2 classification.

II. THE PROPOSED ENDEAVOR

Research Program: "Early Metabolic Surgery Pathways for Type 2 Diabetes and Obesity in High-Risk and Underserved Populations"

The proposed endeavor is a self-directed, implementation-focused translational research program. Rather than the delivery of individual clinical services, it is designed to produce transferable outputs, a screening algorithm, standardized referral criteria, a multidisciplinary clinical pathway, and an implementation toolkit, that clinics, health systems, and research programs other than any single employer can adopt.

The program proceeds in three phases: (1) retrospective review and outcomes analysis to identify delayed-referral patterns and barriers to timely metabolic-surgery evaluation; (2) development of standardized referral and evaluation criteria integrating surgical, endocrinological, nutritional, and longitudinal follow-up components; and (3) pilot implementation and refinement in lower-access settings, followed by dissemination through publication and protocol materials.

As obesity, diabetes, and related metabolic conditions continue to pose significant health challenges in the United States, the work is translational and implementation-focused, aimed at enhancing treatment efficacy and care coordination, holding clear relevance for the national healthcare landscape. It converts existing metabolic-surgery evidence, which today resides largely in high-volume academic centers, into practical workflows that ordinary clinics and community-based settings can adopt. Its core components are:

- Retrospective and outcomes-based research: analysis of existing patient data, referral timing, access barriers, and clinical outcomes, to identify why high-risk patients with type 2 diabetes and obesity are evaluated too late for metabolic-surgery options.
- Standardized pathway design: development of practical referral and evaluation criteria integrating surgical assessment, endocrinology, nutrition, longitudinal follow-up, and outcome tracking.

- Pilot implementation in lower-access settings: refinement of the pathway for community-based, rural, or underserved environments, with attention to feasibility, continuity of care, and adoption by ordinary clinical teams.
- Longitudinal chronic-disease management and outcome tracking: structured monitoring of glycemic control, obesity-related complications, follow-up adherence, and longer-term outcomes, to strengthen the evidence base for earlier intervention.
- Scientific dissemination and collaboration: publication of findings and protocol materials, collaboration with healthcare professionals and institutions, and dissemination of evidence-based methods.

Broader implications and expected impact. The endeavor addresses not only whether metabolic surgery is clinically effective, but whether appropriate patients can be identified, evaluated, and referred early enough for that evidence to matter. A standardized pathway can reduce avoidable variation in referral practices, make eligibility criteria more transparent to primary-care and multidisciplinary teams, and create comparable implementation and outcome measures across participating settings. Because the principal outputs are protocols, decision-support tools, training materials, and an implementation toolkit, not services confined to one practice, the expected impact can extend beyond the initial pilot site.

The pathway is also designed to generate evidence about transferability. By measuring reach, referral timeliness, completion of multidisciplinary evaluation, equity of access, follow-up adherence, and implementation fidelity, the program can identify which components remain effective when moved from high-volume academic centers to community-based and lower-access environments. Those findings can inform replication by health systems, researchers, professional organizations, and clinics serving populations that face geographic, socioeconomic, or specialist-access barriers.

The anticipated public-health value is therefore cumulative: earlier recognition of potentially eligible patients; more consistent evaluation and referral; improved continuity between primary care, endocrinology, nutrition, and surgery; and a reproducible framework for studying outcomes and disparities. The endeavor does not promise a predetermined clinical result. It proposes a disciplined method for converting an established evidence base into practical, measurable, and disseminable workflows, with later patient-facing activity occurring only under the licensure and institutional safeguards described in Exhibit C.III.

The endeavor extends a consistent, multi-year research trajectory. Dr. Souza's doctoral work established his capacity to design, conduct, analyze, and publish original hypothesis-driven research. His co-authorship of the 2009 LBMI study marked the transition from laboratory science to clinical metabolic surgery, with field-level influence documented through downstream reliance by an international consensus statement, two premier review journals, and a systematic review. His co-authorship of the 2017 Modified Heidelberg technique demonstrates that his work has

crossed from publication into documented clinical adoption at an independent international center. Together, these contributions describe a coherent trajectory from laboratory research through clinical innovation to implementation-ready methodology — the same trajectory the proposed endeavor extends.

See Research Project (Exhibit C.I), U.S. Implementation and Execution Plan (Exhibit C.I), and Bibliometric Profile and Scientific Impact (Exhibit C.II).

The initial research, protocol-development, data-analysis, and dissemination phases of the endeavor do not require independent U.S. medical practice. To the extent that any component would require a state medical license or other specific authorization, Dr. Souza will perform that component only after obtaining the required authorization. Any patient-specific clinical activity will occur only under applicable licensure, institutional privileges, and supervisory requirements. Until then, the endeavor will be advanced through research design, protocol development, de-identified or institutionally authorized data analysis, scholarly collaboration, and publication. Exhibit C.III (Statement on Medical Licensure and Permissible Activities) sets out, component by component, which activities require licensure and which do not.

III. NATIONAL INTEREST WAIVER

Framework Under Matter of Dhanasar

The National Interest Waiver provides a pathway through which qualified individuals may seek exemption from the labor certification and job offer requirements where their proposed contributions are beneficial to the United States. In Matter of Dhanasar, 26 I&N Dec. 884 (AAO 2016), USCIS established a three-prong framework: (1) the proposed endeavor has substantial merit and national importance; (2) the petitioner is well positioned to advance it; and (3) on balance, it would benefit the United States to waive the job offer and labor certification requirements.

First Prong: Substantial Merit and National Importance

Under Matter of Dhanasar, “substantial merit” and “national importance” are distinct inquiries. The substantial merit of the proposed endeavor lies in its scientific and health character; its national importance lies in the broader implications of the endeavor within a nationally significant field.

Substantial merit. The proposed endeavor advances translational medical research and evidence-based care for type 2 diabetes and obesity through metabolic-surgery pathways. Its practical value is direct. Obesity and type 2 diabetes are among the most common and costly chronic diseases in the United States, leading to complications including kidney failure, heart disease, vision loss, and amputation. While the metabolic-surgery evidence base has matured substantially, including evidence from randomized trials and long-term follow-up studies, adoption remains concentrated in high-volume academic centers, and most eligible patients, particularly those in rural and underserved communities, are never referred for evaluation (Exhibit C.I). The endeavor addresses

this gap by developing a practical, transferable pathway that moves evidence-based metabolic-surgery assessment into ordinary clinical settings.

National importance. Federal healthcare agencies have consistently identified the conditions targeted by this endeavor as matters of national significance. The Centers for Disease Control and Prevention identify obesity and diabetes as major public health challenges affecting long-term outcomes and healthcare expenditures (Exhibit C.I). Healthy People 2030, led by the U.S. Department of Health and Human Services, includes reduction of obesity, diabetes, and chronic disease burden among its national priorities (Exhibit C.I).

These burdens are compounded by well-documented gaps in how care is organized and delivered. Federal sources document significant maldistribution of specialist and surgical capacity and persistent access gaps in rural and underserved communities, including the Health Professional Shortage Area designations maintained by the Health Resources and Services Administration (Exhibit C.I), such that the existing system cannot deliver metabolic-surgery evaluation uniformly even where clinical evidence supports it. The endeavor targets that structural gap directly, through a standardized pathway designed for adoption in lower-access settings.

The endeavor also falls within the broader category of STEM-based scientific work whose importance USCIS has expressly recognized. Dr. Souza holds an advanced STEM degree, a Doctor of Science in Experimental Pathophysiology, evaluated as equivalent to a U.S. Ph.D. in the biomedical sciences, and the endeavor applies that training to a healthcare challenge of documented national significance. Consistent with Dhanasar and the USCIS Policy Manual, substantial merit may be demonstrated in science and health without quantifiable economic impact.

Broader implications. The national importance of the endeavor lies not only in the conditions it targets but in the scope of its potential effects. Because its deliverables are transferable, a screening algorithm, standardized referral criteria, a multidisciplinary clinical pathway, and an implementation toolkit, the endeavor is built to be replicated across health systems, states, and practice settings rather than confined to a single site. Standardizing the earlier identification and referral of eligible patients has the potential to reduce the downstream complications of untreated obesity and type 2 diabetes, and the substantial, nationally borne healthcare expenditures those complications drive, and to serve as a model methodology transferable to other chronic-disease domains in which effective intervention remains concentrated in specialized centers and underused elsewhere. These prospective effects, on clinical practice, on health equity in rural and underserved communities, and on the efficiency of the wider healthcare system, are the broader implications that place the endeavor within a matter of national importance under Dhanasar.

Second Prong: Well Positioned to Advance the Proposed Endeavor

The second prong requires the Petitioner to show that he is well positioned to advance the proposed endeavor. In Matter of Dhanasar, USCIS directed adjudicators to weigh factors including the individual's education, skills, knowledge, and record of success in related or similar efforts; a

model or plan for future activities; any progress toward achieving the proposed endeavor; and the interest of potential customers, users, investors, or other relevant entities. The inquiry concerns the Petitioner's qualifications and trajectory, not a guarantee of ultimate success; Dhanasar recognizes that forecasting is inherently difficult and does not require proof that the endeavor will succeed. The evidence below is organized around these factors.

Education, Skills, Knowledge, and Record of Success

Academic formation. Dr. Souza earned his M.D. and subsequently a Doctor of Science in Experimental Pathophysiology from USP. His doctoral research produced "Evaluation of the Effects of Ozone Therapy in the Treatment of Intra-Abdominal Infection in Rats," published in Clinics in 2010, on which he is first and corresponding author (Exhibit C.II). The work demonstrates his capacity to formulate a hypothesis, conduct translational experimental research, analyze results, and communicate them through peer review. He also holds legal education that provides ancillary familiarity with regulatory and public-policy frameworks, though the endeavor is grounded principally in his medical and scientific expertise.

Scientific contributions of documented influence. Dr. Souza has contributed to a focused body of peer-reviewed publications. The record is focused rather than voluminous, reflecting a career whose principal activity has been clinical surgery, hospital leadership, and academic teaching alongside, not instead of, sustained research. What distinguishes this record is not raw citation volume but the identity, quality, and durability of the downstream reliance:

- **The 2009 LBMI study** (Obesity Surgery; Exhibit C.II): "Laparoscopic Duodenal-Jejunal Exclusion in the Treatment of Type 2 Diabetes Mellitus in Patients with BMI < 30 kg/m²." Subsequently relied upon in (a) the Diabetes Surgery Summit consensus conference statement (Annals of Surgery, 2010; Exhibit C.II), endorsed by twenty-one professional and scientific organizations worldwide; (b) The Lancet Diabetes & Endocrinology (2014; Exhibit C.II), as the human-evidence anchor for the foregut hypothesis; (c) Nature Reviews Endocrinology (2010; Exhibit C.II), among the foundational literature supporting metabolic surgery across the BMI spectrum; and (d) a Surgical Endoscopy systematic review (2017; Exhibit C.II) identifying only twenty-four globally qualifying studies. Reliance by an international consensus body, by two premier review journals, and by a systematic review evidences meaningful and independently documented scientific influence directly relevant to the proposed endeavor.
- **The 2017 Modified Heidelberg technique** (ABCD; Exhibit C.II; co-authored with Prof. Orlando Torres and Prof. Shailesh V. Shrikhande). The significance of this contribution lies in documented translational adoption rather than in citation count:

  > **Independent adoption.** Kidwai Cancer Institute (Bengaluru, India) — a tertiary cancer center sharing no author with the 2017 publication — adopted the technique and published a dedicated ten-year evaluation of two hundred and eight consecutive

pancreatoduodenectomies performed with it, identifying Dr. Souza's publication as the foundational reference for the technique under evaluation (South Asian Journal of Cancer, 2019; 8(2):88–91, at reference 2; Exhibit C.II).

Sustained institutional use at high volume. At Tata Memorial Centre (Mumbai), the technique is identified among the standard pancreatojejunal reconstructions performed in a consecutive series of one thousand four hundred and twenty-two pancreatoduodenectomies (Annals of Surgery, 2026; 283(4):659–666, at reference 17; Exhibit C.II). Dr. Souza discloses that Prof. Shrikhande, a co-author of the 2017 publication, is the senior author of that study and practices at Tata Memorial Centre. This evidence is therefore offered as documentation of sustained institutional use of the technique in a high-volume practice, not as an instance of independent adoption.

- **Additional peer-reviewed work** includes the 2008 Endoscopy publication on NOTES transvaginal cholecystectomy (Exhibit C.II) and "Evaluation of the Effects of Ozone Therapy in the Treatment of Intra-Abdominal Infection in Rats," the 2010 Clinics article arising from his doctoral research, on which he is first and corresponding author (Exhibit C.II). The record also identifies his continuing scientific authorship and presentations at professional and scientific congresses. Those presentations and abstracts should be credited only to the extent that the final assembled exhibits include the corresponding program, abstract, certificate, or proceedings record.

The bibliometric record underlying these statements is documented in the Bibliometric Profile and Scientific Impact exhibit (Exhibit C.II), including the Petitioner's Google Scholar profile and the corresponding platform-generated records with stated capture dates. The profile is offered as a navigational and corroborative source for the publication record; the petition relies on the underlying publications and documented downstream use, not on an undifferentiated citation total.

Scholarly evaluation activity. Dr. Souza provided substantive scientific comments on a manuscript at the request of a physician affiliated with a U.S. academic medical institution (Exhibit C.II) and served on examining committees evaluating the final research projects of graduating medical students at CEUMA University (Exhibit C.II). These activities demonstrate that his scientific judgment has been relied upon by peers in the field.

Clinical and healthcare-systems experience. Dr. Souza is a practicing general and digestive surgeon. He has held that practice continuously since 2005 and continues to hold it today, concurrently with the academic, hospital-leadership, and legislative roles described below. He served as General Director of Hospital Municipal Djalma Marques ("Socorrão I"), the largest urgency and trauma hospital in Maranhão, overseeing restructuring, resource management, and crisis-response coordination (Exhibit B). He served as Preceptor in the General Surgery Medical Residency Program at the University Hospital of the Federal University of Maranhão (HU-UFMA) (Exhibit B). He has also held health-policy responsibility as Vice-President of the Health

Commission of the Legislative Assembly of Maranhão (Exhibit B). This is not the profile of a former clinician: it is the profile of an active surgeon who has additionally acquired institutional and health-policy experience. That combination is directly relevant to an endeavor that requires bridging translational research and real-world implementation, and it is the reason the proposed pathway is designed by someone who has personally referred, evaluated, and operated on the patients it concerns.

Dr. Souza's professional standing is reinforced by membership in the Brazilian College of Surgeons (CBC) and the Brazilian College of Digestive Surgery (CBCD), holding specialist titles issued jointly with the Brazilian Medical Association (AMB). See Exhibit C.II.

Progress Toward U.S. Medical Integration

Dr. Souza is progressing through the ECFMG/Intealth certification pathway. USMLE Step 1 is scheduled for December 11, 2026 at the Prometric test center in Longwood, Florida, within an eligibility period of October 1 through December 31, 2026 (Scheduling Permit and Prometric appointment confirmation attached as Exhibit C.II). His NBME self-assessments are identified accurately as practice examinations, not official results, and are offered only as corroborative evidence of structured preparation.

The core of the endeavor does not require independent U.S. medical practice. Research design, literature synthesis, pathway development, de-identified or institutionally authorized data analysis, scholarly collaboration, implementation planning, training-material development, and publication may all proceed under institutional affiliations and collaborative arrangements without an independent clinical license.

Expert Testimonials

Dr. Souza's qualifications are corroborated by letters from two distinct categories of witnesses: collaborators with direct knowledge of his scientific work, and independent experts with relevant expertise. The petition identifies which witnesses have co-authored with Dr. Souza and discloses the nature of each relationship, so that USCIS may assign appropriate weight to each letter.

Collaborators with direct knowledge. Dr. Manoel Galvão Neto (Exhibit C.II), Bariatric Research Director at the Orlando Health Weight Loss and Bariatric Surgery Institute (Orlando, Florida) and a co-author of the 2009 study, discloses that co-authorship and describes the study's documented downstream use in consensus, review, and systematic-review literature. He states that no employment commitment is made by his letter, and that his Institute is open to substantive scientific engagement with Dr. Souza upon his admission to the United States and completion of the licensure pathway. That statement is offered as evidence of preliminary scholarly engagement with a U.S. institution, not as a job offer, and not as a precondition of the endeavor, whose research phases proceed independently of any single institution. The scientific engagement he describes, protocol review, methodology consultation, collaboration on properly authorized data, and co-authorship, falls entirely within the activities identified in Exhibit C.III as not requiring U.S.

clinical licensure. Dr. Almino Cardoso Ramos (Exhibit C.II), lead author of the 2009 study, former President of IFSO and of the Brazilian Society for Bariatric and Metabolic Surgery, discloses his co-authorship and attests to the study's scientific merit and to Dr. Souza's direct contribution to it. Prof. Orlando Torres (Exhibit C.II), co-author of the 2017 Modified Heidelberg publication, discloses that co-authorship, describes Dr. Souza's participation in the clinical development of the technique, and documents its subsequent adoption and evaluation at an independent Indian tertiary cancer center.

Independent experts. Prof. Vinicius Nina (Exhibit C.II), cardiovascular surgeon and former President of the Brazilian Society of Cardiovascular Surgery, explains the relationship between metabolic disease and cardiovascular morbidity and assesses Dr. Souza's physician-scientist profile as relevant to implementation-focused metabolic disease care. Dr. Marcelo Queiroga (Exhibit C.II), former Minister of Health of Brazil and former President of the Brazilian Society of Cardiology, describes the integration of surgical competence, scientific capability, and healthcare-system understanding, and concludes that Dr. Souza's profile is well suited to translational research and chronic disease care. Dr. Tiago Fernandes (Exhibit C.II), former Secretary of State for Health of Maranhão, provides testimony grounded in four years of direct administrative observation, documenting the integration of clinical evidence, health-system administration, and healthcare policy in Dr. Souza's work. Each of these witnesses states that he has not co-authored with Dr. Souza.

Independent capacity. Dr. Souza does not depend on a job offer from any single U.S. employer in order to begin and sustain the properly authorized non-clinical phases of the endeavor. His financial resources include net rental income generated by a documented U.S. residential real-estate portfolio held through two Florida limited liability companies, ownership interests in those entities, additional U.S. real-property assets, and diversified financial investments supported by account statements and institutional records. Collectively, these resources materially exceed the anticipated direct costs of the proposed endeavor. See C.II (Statement of Resources and Independent Capacity).

This evidence demonstrates that Dr. Souza possesses the independent financial capacity to initiate and continue the proposed endeavor without reliance on employer sponsorship or external funding during its non-clinical phases. It is submitted solely to corroborate the self-directed nature and practical feasibility of the endeavor and is not offered as a substitute for evidence establishing the endeavor's national importance or the Petitioner's qualifications under the EB-2 National Interest Waiver standard.

Plan for Future Activities (Exhibit C.I)

The U.S. Implementation and Execution Plan defines specific outputs, a phased 36-month timeline, and research activities that do not require independent clinical practice. Phase I commences upon Dr. Souza's admission to the United States pursuant to this petition.

- Months 0–6: evidence review and protocol finalization; definition of target outcomes; referral-gap mapping; collaborator and site identification; IRB or quality-improvement concept package.
- Months 6–12: authorized retrospective or workflow assessment; development of the screening algorithm, referral criteria, clinical pathway, and preliminary implementation toolkit.
- Months 12–24: institutional pilot with required approvals; team training; monitoring of reach, referral, timeliness, equity, and implementation fidelity; interim outcomes report.
- Months 24–36: model refinement; completion of the implementation toolkit; manuscripts and conference submissions; transferability evaluation; replication framework for additional settings.

The plan's outputs — screening algorithm, referral criteria, clinical pathway, implementation toolkit, educational materials, and peer-reviewed evidence — are designed for multi-institutional adoption rather than for a single employer-sponsored position. Unlike speculative proposals, the endeavor is grounded in an established record of scientific publication, translational research, and interdisciplinary collaboration whose prior achievements directly inform the proposed activities.

Third Prong: On Balance, the Waiver Benefits the United States

Congress created the National Interest Waiver for circumstances in which the labor certification framework is not well suited to evaluate the broader value of a foreign national's proposed contributions. Under the third prong of Dhanasar, adjudicators balance the national interest in requiring a labor certification against the benefits of the foreign national's contributions, considering whether the labor certification process is impractical, whether the United States would benefit even if qualified workers are available, and whether the national interest is sufficiently urgent. These are flexible considerations, and the ultimate inquiry is whether, on balance, granting the waiver would benefit the United States. Consistent with that analysis, the three considerations addressed below, the impracticability of labor certification for this endeavor, the benefit to the United States even assuming that qualified workers are available, and the urgency of the need the endeavor addresses, track the factors Dhanasar identifies for the third prong.

Dr. Souza's endeavor is not a request to fill a conventional physician vacancy. It is a self-directed physician-scientist program aimed at developing transferable outputs, screening tools, referral criteria, implementation protocols, whose value cannot be captured by testing the local labor market for a specific job.

Impracticability. The endeavor involves research design, pathway development, multi-institutional collaboration, scholarly publication, and dissemination across multiple healthcare settings. These activities are inherently multi-employer and multi-site. Labor certification, designed to test whether a U.S. worker is available for a specific position at a specific employer,

cannot evaluate whether a foreign national's prior scientific contributions, specialized expertise, and implementation-focused program would advance a nationally relevant healthcare objective. The U.S. Implementation and Execution Plan (Exhibit C.I) demonstrates that the endeavor is structured around transferable outputs rather than one permanent employer-specific position.

Benefit despite available workers. Even assuming qualified physicians and researchers are available within the U.S. workforce, the country would benefit from Dr. Souza's specific combination of: (a) doctoral-level scientific training in experimental pathophysiology; (b) a focused publication record demonstrating field-level influence through documented downstream reliance by an international consensus statement, two premier review journals, and a systematic review; (c) documented adoption of a co-authored surgical technique at an independent international center; (d) twenty years of continuous and ongoing clinical surgical practice, together with academic, institutional, and public-health experience bridging surgical practice and healthcare systems; and (e) a defined implementation plan for advancing metabolic-surgery pathways in underserved settings. That combination is not fungible with the availability of additional physicians or researchers. Requiring Dr. Souza to undergo labor certification would test the local labor market for a role that does not exist in conventional form, because the endeavor's principal deliverables are transferable public-health tools rather than services rendered to one organization.

Urgency. Obesity and type 2 diabetes impose among the largest chronic-disease burdens in the United States, compounded by the maldistribution of specialist and surgical capacity and the persistent access gaps documented at Exhibit C.I. Requiring a labor certification tied to a single position would delay a multi-institutional research and implementation program without meaningfully advancing the worker-protection purpose of that process. The endeavor targets the gap between the existing evidence base and its practical delivery in lower-access settings.

On balance, granting the waiver would benefit the United States.

IV. FINAL CONSIDERATIONS

From the evidence presented, and applying the preponderance-of-the-evidence standard (Matter of Chawathe, 25 I&N Dec. 369, 375–76 (AAO 2010)), it is more likely than not that:

- Dr. Souza satisfies the advanced-degree requirement under section 203(b)(2) of the INA, holding a Doctor of Science in Experimental Pathophysiology from the University of São Paulo, evaluated as equivalent to a U.S. Ph.D., and a Doctor of Medicine degree;
- the proposed endeavor possesses substantial merit and national importance, directly addressing documented chronic-disease burdens, healthcare access gaps, and priorities identified by the CDC, HHS, and Healthy People 2030;
- Dr. Souza is well positioned to advance the endeavor, based on his physician-scientist formation, peer-reviewed publications with documented field-level influence and

translational adoption, twenty years of continuous and ongoing clinical surgical practice and healthcare-systems experience, corroboration from six qualified professionals, a defined 36-month implementation plan, and concrete, documented steps toward U.S. professional integration; and

- on balance, waiving the job offer and labor certification requirements would benefit the United States, because the endeavor is self-directed, multi-institutional, and implementation-focused, and cannot be adequately evaluated through the labor certification process.

Consequently, Dr. Yglésio Luciano Moysés Silva de Souza has established eligibility for classification under the Employment-Based Second Preference (EB-2) category and for a waiver of the job offer and labor certification requirements pursuant to INA § 203(b)(2)(B).

We respectfully request that USCIS approve this petition. Should additional information or documentation be required, please do not hesitate to contact our office. Thank you for your consideration.

Sincerely,



Otavio Haverroth Silva
California Bar # 343486

Exhibit list

Exhibits:	Pages:
Exhibit A	
Resume	1-14
Exhibit B - Eligibility Criteria: Advanced Degree	
Medical degree from Federal University of Maranhão in Brazil, and transcripts and corresponding translation	15-19
Specialist Title in General Surgery from Brazilian College of Digestive Surgery in Brazil, and transcripts and corresponding translation	20-24
Specialist Title in Digestive System Surgery from Brazilian College of Digestive Surgery in Brazil, and transcripts and corresponding translation	25-29
Doctor of Science from University of Sao Paulo in Brazil, and transcripts and corresponding translation	30-34
Academic Evaluation	35-61
Exhibit B - Eligibility Criteria: Work Records	
Hospital Appointments	62-73
Teaching Activities	74-84
Surgical Preceptorship	85-87
Healthcare Leadership Documentation	88-117
Exhibit C.I – First Prong – Substantial Merit and National Importance	
Research Project: Early Metabolic Surgery Pathways for Type 2 Diabetes and Obesity in High-Risk and Underserved Populations	118-135
Detailed Proposed Endeavor	136-138

U.S. Implementation and Execution Plan 139-146

Research and Government Initiatives Supporting the Project 147-172

Exhibit C.II – Second Prong – Well-Positioned to Advance the Proposed Endeavor

Documents Listed in Exhibit B 173

Medical Board Registration 174-182

Exhibit C.II – Second Prong – Scientific Publications

Bibliometric Profile and Scientific Impact 183-200

Google Scholar Profile 201

Laparoscopic Duodenal-Jejunal Exclusion in the Treatment of Type 2 Diabetes Mellitus in Patients with BMI <30 kg/m² (LBMI) 202-203

“Modified Heidelberg Technique for Pancreatic Anastomosis” 204-227

Chowdappa R, Tiwari AR, Ranganath N, Kumar RV. South Asian Journal of Cancer (2019) 8(2):88–91 228-231

Kapoor D, Desiraju Y, Chaudhari VA, Bagwan AI, Chopde A, Namachivayam A, Bhandare MS, Shrikhande SV. Validation and Optimization of the International Study Group of Pancreatic Surgery Risk Classification of High-risk Pancreas for Postoperative Pancreatic Fistula After Pancreatoduodenectomy for Periampullary Tumors. Annals of Surgery, 283(4), 659–666. 232-239

"NOTES transvaginal video-assisted cholecystectomy: first series" 240-244

“Evaluation of the Effects of Ozone Therapy in the Treatment of Intra-abdominal Infection in Rats” 245-263

“Effects of Aroeira Extract on the Liver after Hepatic Ischemia-Reperfusion: Experimental Study in Rats” 264-269

“Enteric Tuberculosis with Spontaneous Colocutaneous Fistula: Case Report”	270-286
“Perforated Adenocarcinoma of the Sigmoid Colon with Multiple Retroperitoneal Abscesses”	287

Exhibit C.II – Second Prong – Scholarly Activities

Thesis Evaluation / Peer Review / Academic Judging Activities	288-346
Academic Mentions and Invitations	347-366
Congress Participation and Presentation	367-369

Exhibit C.II – Second Prong – Memberships

Brazilian Society of Digestive Surgery (CBCD - About, Bylaws and Board of Directors)	370-426
Brazilian College of Surgeons (CBC – Bylaws and Presentation)	427-449

Exhibit C.II – Second Prong – Letters of Support

Dr. Manoel Galvão Neto	450-454
Dr. Almino Cardoso Ramos	455-461
Prof. Dr. Orlando Jorge Martins Torres	462-467
Prof. Dr. Vinicius José da Silva Nina	468-473
Dr. Marcelo Queiroga	474-476
Dr. Tiago José Mendes Fernandes	477-483

Exhibit C.II – Second Prong – Financial Feasibility

Statement of Resources and Independent Capacity	484-485
U.S. real property: deeds or closing statements; county property records	486-605
U.S. rental income: property-management statements and rental ledgers supporting the stated net income	606-633

Financial investments: account statements or financial-institution letter confirming ownership and approximate balance	634-669
Formation and ownership records of the two Florida limited liability companies	670-724
Dated exchange-rate record corresponding to any currency conversion used	725
Exhibit C.II – Second Prong – Progress toward the proposed endeavor	
ECFMG / Intealth Registration	726-728
USMLE Step 1 Scheduling Permit and Prometric appointment confirmation	729-733
NBME Self-Assessments summary results	734-757
Orlando Health Research Collaboration Documents	758-775
Exhibit C.III – Supporting Document for the Second and Third Dhanasar Prongs	
Statement on Medical Licensure and Permissible Activities	776-778
Exhibit D - Personal Documents	
Birth Certificate and Corresponding Translation	779-783
Passport Biometrics Page	784-785
U.S. Visa	786-787
Marriage Certificate and Corresponding Translation	788-789
Derivate's Birth Certificate	790-803
Derivate's Passport Biometrics Page	804-807
Derivate's U.S. Visa	808-811

Exhibit A

Dr. Yglésio Luciano Moyses Silva de Souza
M.D., Ph.D., Attorney at Law

State Representative – Legislative Assembly of Maranhão
Former Professor – Federal University of Maranhão
Email: yglesio@yahoo.com
Phone (USA): +1 (407) 793-7951 | Phone (Brazil): +55 (98) 99110-1412

EDUCATION

- Doctor of Medicine (M.D.), Federal University of Maranhão (UFMA), São Luís, Brazil, 1998–2003
- Residency in General Surgery, Hospital do Servidor Público Estadual, São Paulo, 2004–2008
- Ph.D. in Experimental Pathophysiology, University of São Paulo (USP), São Paulo, Brazil, 2008–2009
- Bachelor of Laws (LL.B.), CEUMA University, São Luís, Brazil, 2022

PROFESSIONAL LICENSES

- Medical License (CRM) – Brazil – Active
- Attorney – Brazilian Bar Association (OAB) – Active Member
- Candidate for USMLE Step 1 and 2

PROFESSIONAL EXPERIENCE

- State Representative – Legislative Assembly of Maranhão (2019–Present): Authored over 12,000 bills and motions. Led public health emergency measures during the COVID-19 pandemic. Delivered nationally-covered speech defending free speech referencing President Donald Trump.

- General and Digestive Surgeon – Maranhão (2005–Present): Specialist in laparoscopic and metabolic surgery. Introduced duodenojejunal bypass for low-BMI type 2 diabetics in Brazil.
- Academic Supervisor and Professor – UFMA and CEUMA University (2010–2018): Youngest Ph.D. professor in Anatomy at UFMA. Supervised students and surgical residents.

RESEARCH AND PUBLICATIONS

- Ph.D. Thesis: "Evaluation of the effects of ozone therapy in intra-abdominal infections in rats" – USP

Key publications:

- Obesity Surgery (Springer)
- Surgical Endoscopy (Springer)
- Revista Brasileira de Coloproctologia
- SciELO
- PMC – NIH
- ResearchGate (technical innovations in pancreatic surgery)

HONORS AND AWARDS

- Simão Estácio de Sá Medal – Municipal Chamber of São Luís
- Public recognition for reopening Aldenora Bello Cancer Hospital emergency unit
- Acknowledged leadership during COVID-19 crisis
- Certified accountant letter validating high-income and significant assets

---

ENTREPRENEURIAL ACTIVITY

Founder – MYG Properties Real Estate Investments LLC (Florida): Owner of two U.S. properties. Strategic focus on real estate combined with healthcare and legal consulting.

PROFESSIONAL MEMBERSHIPS

- Brazilian Society of Digestive Surgery
- Brazilian College of Surgeons (CBC)
- Brazilian Bar Association (OAB)
- Candidate for Mensa International (IQ estimate: 135–145)

LANGUAGES AND SKILLS

- Languages: Portuguese (native), English (advanced), Spanish and French (intermediate)
- Skills: Surgical innovation, health policy, academic leadership, legal compliance, legislative drafting, public speaking



Yglésio Luciano Moyses Silva de Souza

Link to access this CV: http://lattes.cnpq.br/8797240736900242
Lattes ID: **8797240736900242**
Last updated resume on 06/11/2019

Holds a degree in Medicine from the Federal University of Maranhão (2003). Has experience in the field of Medicine, with an emphasis on Digestive System Surgery **(Text provided by the author).**

Identification

Name

Yglésio Luciano Moyses Silva de Souza

Name in bibliographic citations

SOUZA, YLMS

Lattes iD

http://lattes.cnpq.br/8797240736900242

Country of Nationality

Brazil

Address

Professional Address

Institute of Medical Assistance for State Public Servants.
Rua Borges Lagoa, s/n
Vila Clementino
04038-034 - Sao Paulo, SP - Brazil
Homepage URL: http://

Academic background/qualifications

2008 - 2009

PhD in Experimental Physiopathology .
University of São Paulo, USP, Brazil.
Title: Evaluation of the effects of ozone therapy in the treatment of intra-abdominal injection in rats. Year of completion: 2010.
Advisor: Belchor Fontes.

2006 - 2008

Specialization - Medical Residency .
Institute of Medical Assistance to State Public Servants, IAMSPE, Brazil. Medical Residency in: General Surgery - Advanced Program.
Registration Number: .
Scholarship Recipient: .

2004 - 2006

Specialization - Medical Residency .
Institute of Medical Assistance to State Public Servants, IAMSPE, Brazil. Medical residency in: General Surgery.
Registration number: .
Scholarship from: São Paulo Research Foundation, FAPESP, Brazil.

1998 - 2003

Medical Degree .
Federal University of Maranhão, UFMA, Brazil.
Title: Evaluation of electro-thermal liver injury - Experimental study in rats.
Advisor: Manoel Lages Castello Branco Neto.
Scholarship recipient from: Federal University of Maranhão, UFMA, Brazil.

Professional Performance

Antonio Rafael Academic Center of Medicine, CAMAR, Brazil.

Institutional link

2001 - 2002

Employment type: Other, Job title: General Coordinator, Workload: 0

Activities

4/2001 - 4/2002

Management and administration, General Coordination.

Position or function:
General Coordinator.

National Council for Scientific and Technological Development, CNPq, Brazil.

Institutional link

2001 - 2002

Employment type: Other, Job title: Undergraduate Research Fellow, Workload: 0 hours

Dr. José Frota Institute, IJF, Brazil.

Institutional link

2001 - 2001

Employment type: Other, Job title: Intern, Working hours: 12

Activities

2/2001 - 2/2001

Internships, Emergency Surgery Service.

Internship completed:
Advanced training in Emergency Surgery.

Djalma Marques Municipal Hospital, HMDM, Brazil.

Institutional link

2000 - 2003

Employment type: Other, Job title: Intern, Working hours: 24

Activities

4/2000 - 10/2003

Internships, Djalma Marques Municipal Hospital.

Internship completed:
Advanced training in Emergency Surgery.

Federal University of Maranhão, UFMA, Brazil.

Institutional link

2010 - 2015

Employment Status: Public Servant, Job Title: Professor - Department of Morphology, Workload: 20 hours

Institutional link

2001 - 2002

Employment type: Other, Job title: Advisor, Workload: 0

Institutional link

2000 - 2002

Employment type: Other, Job title: Monitor, Working hours: 12

Activities

5/2001 - 5/2002

Councils, Committees and Consulting, Collegiate Body of the Medical Course.

Position or function:
Advisor.

4/2000 - 4/2002

Teaching, Medicine, Level: Undergraduate

Subjects taught:
Human Anatomy

Ceuma University, UNICEUMA, Brazil.

Institutional link

2010 - Present

Employment type: Permanent, Job title: Professor - Medical Skills Laboratory, Workload: 40 hours

University Hospital of the Federal University of Maranhão, HUUFMA, Brazil.

Institutional link

2014 - Present

Employment type: Permanent, Job title: Physician - Digestive System Surgery, Working hours: 24

Areas of expertise

1.

Major area: Health Sciences / Field: Medicine / Subarea: Surgery / Specialty: Gastroenterological Surgery.

2.

Major area: Exact and Earth Sciences / Area: Computer Science / Subarea: Computer Systems.

3.

Major area: Exact and Earth Sciences / Area: Computer Science / Subarea: Computer Systems / Specialization: Hardware.

4.

Major area: Linguistics, Literature and Arts / Area: Arts / Subarea: Music / Specialization: Musical Composition.

5.

Major area: Health Sciences / Field: Medicine.

Languages

English

Understands well, speaks well, reads well, writes well.

French

Understands well, speaks reasonably, reads well, writes reasonably.

Spanish

Understands well, speaks reasonably, reads well, writes reasonably.

Awards and titles

2000

Approved with merit, ranking 1st in the competition for teaching assistant in the subject of Human Anatomy, Department of Morphology/UFMA.

1998

Approved with merit, ranking 1st in the entrance exam for the Law course at the Federal University of Maranhão, PROEN/UFMA.

Productions

Bibliographic production

Full articles published in journals

Sort by

Chronological Order

1.

RAMOS, AC ; GALVAO NETO, MP; **SOUZA, Y.L.M.S** .; GALVAO, M.; MURAKAMI, AHF; SILVA, ACS ; Canseco, EG. Laparoscopic Duodenal? Jejunal Exclusion in the Treatment of Type 2 Diabetes Mellitus in Patients with BMI < 30 kg/m2 (LBMI). Obesity Surgery JCR, vol. 19, p. 307-312, 2009. **Citations:** WEB OF SCIENCE℠ 103 | SCOPUS 119

2.

RAMOS, AC ; MURAKAMI, AHF; GALVAO NETO, MP; GALVAO, M.; SILVA, ACS ; Canseco, E.G.; **SOUZA, Y.L.M.S** .; MOYSÉS, Y. . NOTES transvaginal video-assisted cholecystectomy: first series.. Surgical Endoscopy JCR, v. 2008, p. 572-575, 2008.

3.

BARRETO, JBP; LIMA FILHO, PWL; CARNEIRO NETO, JD ; **SOUZA, YLMS** . Enteric tuberculosis with colocutaneous fistula. Brazilian Journal of Colo-Proctology, v. 23, n.2, p. 108-111, 2003.

Full papers published in conference proceedings

1.

SOUZA, YLMS . Enteric tuberculosis – case report. In: XVII October Médico, 2002, Fortaleza, 2002.

2.

ARAÚJO, GF; **SOUZA, YLMS** . Investigation of Electrothermal Injury in the Liver: Experimental study in rats. In: XIV Scientific Initiation Seminar - SEMIC, 2002, São Luís, 2002.

3.

SOUZA, YLMS . Colorectal cancer: A 5-year retrospective analysis. In: Medical Congress of Piauí, 2001, Teresina, 2001.

4.

SOUZA, YLMS . Treatment of orifice pathologies - Day clinic. In: Medical Congress of Piauí, 2001, Teresina, 2001.

5.

SOUZA, YLMS . Perforated adenocarcinoma of the sigmoid colon with multiple retroperitoneal abscesses - Case report. In: II Week of the Digestive System of Maranhão, 2001, São Luís, 2001.

6.

SOUZA, YLMS . Epidemiological study of the surgical treatment of anorectal pathologies at the Presidente Dutra Hospital and the Proctology Clinic of Maranhão. In: Scientific Meeting of Medical Students, 2000, São Luís, 2000.

7.

SOUZA, YLMS . Prevalence of arterial hypertension in employees of the UFMA University Hospital. In: Scientific Meeting of medical students, 2000, São Luís, 2000.

8.

SOUZA, YLMS . Comparative study of histological alterations between single and double-layer intestinal anastomoses in rabbits. In: Scientific Meeting of Medical Students, 2000, São Luís, 2000.

9.

SOUZA, YLMS . Grynfeltt's Hernia - Report of two cases. In: Interdisciplinary Congress of Hospital São Domingos, 2000, São Luís, 2000.

10.

SOUZA, YLMS . Aspects concerning the day clinic in the treatment of anorectal pathologies. In: Interdisciplinary Congress of Hospital São Domingos, 2000, São Luís, 2000.

11.

SOUZA, YLMS . Rectovesical fistula associated with bladder lithiasis - Case report presented at the II Interdisciplinary Congress of Hospital São Domingos. In: Interdisciplinary Congress of Hospital São Domingos, 2000, São Luís, 2000.

12.

SOUZA, YLMS . Hepatectomies: a retrospective critical analysis. In: Scientific Meeting of Medical Students, 1999, São Luís, 2000.

13.

SOUZA, YLMS . Comparative investigation of persistent bleeding after use of monopolar and bipolar electrocautery on rat skin. In: Scientific Meeting of Medical Students, 1999, São Luís, 2000.

Articles accepted for publication

1.

TORRES, OJM; COSTA, RCNC; SULEIMAN, TS; NEIVA, RF; COSTA, FFM; **SOUZA, YLMS** ; SHRIKHANDE, SV. Modified Heidelberg technique for pancreatic anastomosis. ABCD. ARQUIVOS BRASILEIROS DE CIRURGIA DIGESTIVA JCR, 2017.

Technical production

Technical work

1.

SOUZA, YLMS ; SANTOS, DAV; SAMPAIO, MMS. Proposal for Amendment to the Constitution of the State of Maranhão 006/2019. 2019.

2.

SOUZA, YLMS ; SANTOS, DAV; SAMPAIO, MMS. Proposal for Amendment to the Constitution of the State of Maranhão 007/2019. 2019.

3.

SOUZA, YLMS ; SANTOS, DAV; SAMPAIO, MMS. Proposal for Amendment to the Constitution of the State of Maranhão 004/2019. 2019.

4.

SOUZA, YLMS ; SANTOS, DAV; SAMPAIO, MMS. Proposal for Amendment to the Constitution of the State of Maranhão 003/2019. 2019.

Events

Participation in events, congresses, exhibitions and fairs.

1.

44th Update Course in Digestive Tract Surgery, Proctology and Transplants. 2017. (Congress).

2.

42nd Gastrão - Update Course in Digestive Tract Surgery, Coloproctology and Organ Transplantation of the Digestive Tract. 2015. (Congress).

3.

Advanced Trauma Life Support (ATLS). Advanced Trauma Life Support (ATLS). 2005. (Other).

4.

XXVI Brazilian Congress of Surgery. XXVI Brazilian Congress of Surgery. 2005. (Congress).

5.

. XVII Medical October. 2002. (Congress).

6.

10th Annual Surgery Conference of the Faculty of Medicine of the Federal University of Ceará. 2002. (Symposium).

7.

. II Week of the Digestive System of Maranhão. 2001. (Congress).

8.

. I UDI Week in Cardiology. 2001. (Congress).

9.

. XI Medical Congress of Piauí. 2001. (Congress).

10.

Regional Meeting of Medical Students - Northeast Region II. 2001. (Congress).

11.

Continuing Education Program of the Research and Scientific Events Center of HU/UFMA. 2001. (Symposium).

12.

.III Urological Weekend. 2001. (Symposium).

13.

.Credit Guidance Course. 2001. (Other).

14.

. II Interdisciplinary Congress of Hospital São Domingos. 2000. (Congress).

15.

. 1st Week of the Digestive System of Maranhão. 2000. (Congress).

16.

. III North-Northeast Trauma Congress. 2000. (Congress).

17.

XXX Scientific Meeting of Medical Students - ECEM. 2000. (Meeting).

18.

.Community Outreach Program of the Hypertension League at the University Hospital of UFMA. 2000. (Other).

19.

II Interdisciplinary Congress of the São Domingos Hospital. Pre-Congress Course on Video-Laparoscopy. 2000. (Workshop).

20.

6th North-Northeast Congress of Orthopedics and Traumatology. 1999. (Congress).

21.

. III Maranhense Congress of Cardiology. 1999. (Congress).

22.

.I Ambulatory Medicine Conference. 1999. (Symposium).

23.

.X Scientific Initiation Seminar -SEMIC. 1998. (Seminar).

24.

Course - Ethical Principles. 1998. (Workshop).

Guidelines

Guidance and supervision completed.

Scientific initiation

1.

Julianna Cardoso Sandes Farias. Comparative analysis between restrictive bariatric surgical techniques in experimental models of obese rats. 2012. Undergraduate Research. (Medical student) - Ceuma University. Advisor: Yglésio Luciano Moyses Silva de Souza.

Exhibit B - Eligibility Criteria: Advanced Degree

FEDERATIVE REPUBLIC OF BRAZIL

MINISTRY OF EDUCATION

FEDERAL UNIVERSITY OF MARANHÃO

FOUNDATION ESTABLISHED PURSUANT TO LAW NO. 5,152 OF 10-21-1966

The President of the Federal University of Maranhão, by the authority granted to him by the General Bylaws and in view of the proceedings recorded in the Graduation Ceremony held on January twenty-first, two thousand and four, hereby confers upon

YGLÉSIO LUCIANO MOYSÉS SILVA DE SOUZA

of Brazilian nationality, from Maranhão, born on September 19, 1980, bearer of the identity document No. 697553397-3, issued by the Secretary of State for Public Security and Citizen Defense/MA, the present Diploma of

PHYSICIAN

so that he may enjoy all the legal rights and prerogatives pertaining to this degree under the laws of the Republic.

São Luís (MA), January 22, 2004.

-----// signature //-----

President

-----// signature //-----

Vice President of Academic Affairs

-----// signature //-----

Graduate

MEDICAL PROGRAM - Recognized by Federal Decree No. 58,364 of 05.09.1966, published in the Federal Official Gazette on 05/10/1966.

MINISTRY OF EDUCATION (MEC) –
FEDERAL UNIVERSITY OF MARANHÃO
VICE PRESIDENT'S OFFICE OF ACADEMIC AFFAIRS
DIVISION OF DIPLOMA REGISTRATION

DIPLOMA – registered under No. *3042*, book No. *74*, pages *27358*, on *01/22/2004*. Process No. *000043/04-20*, Art. 48 of Law No. 9,394/96.

-----// signature //-----

Dayse Maria Menezes Moreira – Enrollment No. 4937-9
Director of the Division of Diploma Registration

APPROVED:

-----// signature //-----

Prof. Lindalva Martins Maia Maciel – Enrollment No. 6508.0
Director of the Department of Academic Development and Organization – DEOAC

-----// signature //-----

Prof. Dr. Fernando Antônio Guimarães Ramos – Enrollment No. 3471.1
President

STAMP

Brazilian Notarial Association
Arpen – SP
State of São Paulo
AUTENTICATION
1028AF589356

CREMESP

Regional Council of Medicine of the State of São Paulo
Diploma Registration

On this date, **DR. YGLESIO LUCIANO MOYSES SILVA DE SOUZA'S** present diploma was registered under number **114925**, in accordance with Article 17 of Law 3,268 of September 30, 1957.

São Paulo, **04/06/2004.**

-----// signature //-----

JAIR SOARES
Professional Registration Section

No. 016909

003718

I, Raphael Michels Fantinato de Moura, 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.

Raphael Michels Fantinato de Moura. **Date: May 17, 2025.**

REPÚBLICA FEDERATIVA DO BRASIL

MINISTÉRIO DA EDUCAÇÃO

UNIVERSIDADE FEDERAL DO MARANHÃO

FUNDAÇÃO INSTITUÍDA NOS TERMOS DA LEI Nº 5. 152 DE 21-10-1966

O Reitor da Universidade Federal do Maranhão, com a autoridade que lhe confere o Regimento Geral e, tendo em vista os termos da Ata de Colação de Grau realizada no dia vinte e um de janeiro de dois mil e quatro, confere a

YGLÉSIO LUCIANO MOYSES SILVA DE SOUZA

nacionalidade Brasileira naturalidade Maranhense,

nascido (a) a 19 de setembro de 1980 identidade nº 69755397-3 SSP/MA, o presente Diploma de

MÉDICO

para que possa gozar de todos os direitos e prerrogativas concedidos a este título pelas leis da República.

São Luís (MA), 22 de janeiro de 2004

Reitor

Lourivete Marques Lima

Pro-Reitor de Ensino

Diplomado

AUTENTICAÇÃO 1102BAE58433

CURSO DE MEDICINA - Reconhecido através do(a) Decreto nº 58.364, de 09.05.1966, publicado no DOU de 10.05.1966.

MEC - UNIVERSIDADE FEDERAL DO MARANHÃO
PRÓ-REITORIA DE ENSINO
DIVISÃO DE REGISTRO DE DIPLOMAS

Diploma Registrado Sob o nº. 30422
Livro nº. 74 **Fls. nº.** 27358
em 22/01/04, **Processo nº.** 000043/04-20
Art 48 da Lei n. 9.394/96.

Dayse Maria Menezes Moreira - Mat. 4937-9
Diretora da Divisão de Registro de Diplomas - DIRED

VISTO:

Profª. Lindalva Martins Maia Maciel - Mat. 6508.0
Diretor do Departamento do Desenv. e Org. Acadêmica - DEOAC

Prof. Dr. Fernando Antônio Guimarães Ramos, Mat. 3471.1
Reitor

12 DEZ. 2007

ANA [illegible]
RITA DE CÁSSIA CRAVO
[illegible]
FLÁVIA SO[illegible]
ESCREVEN[illegible]

Colégio Notarial do Brasil - SP - Seção de São Paulo
AUTENTICAÇÃO
1028AF589356

CREMESP

Conselho Regional de Medicina do Estado de São Paulo

Registro de Diploma

Nesta data, o presente diploma do Dr(a). YGLESIO LUCIANO MOYSES SILVA DE SOUZA foi registrado sob o número **114925**, de acordo com o artigo 17 da Lei Número 3.268 de 30 de setembro de 1957.

São Paulo, 06/04/2004

Nº 016909

JAIR SOARES
Seção de Registro de Profissionais

003718

AMB
Brazilian Medical Association

Brazilian Medical Association

Brazilian College of Surgeons

Brazilian College of Surgeons

hereby confer the

TITLE OF SPECIALIST IN GENERAL SURGERY

to

Dr. Yglésio Luciano Moyses Silva de Souza

for having passed the examination conducted following the standards established by the Brazilian Medical Association and the Brazilian College of Surgeons.

São Paulo, July 25, 2009

Dr. José Luiz Gomes do Amaral
President of the AMB

Dr. Aldemir Humberto Soares
Secretary-General of the AMB

Dr. Edmundo Machado Ferraz
President of the CBC

Dra. Dayse Coutinho Valente
Secretary-General of the CBC

AMB Brazilian Medical Association

ENTRY OF OFFICIAL LETTER ..... : 10/17/2009
REQUEST FOR ISSUANCE ..... : 10/27/2009
DISPATCH TO SOCIETY ..... : 02/07/2009
RETURN FROM SOCIETY ..... : 01/04/2010
REGISTRATION ..... : 01/07/2010
DISPATCH TO FEDERAL ..... : 01/18/2010
RECORD ..... :

110573

Karina Soares

SECRETARIAT OF SPECIALIST TITLES

(The President and the Acting Secretary-General signed on the date of registration.)

AMB Title valid until December 2014

FEDERAL COUNCIL OF MEDICINE
REGIONAL COUNCIL OF MEDICINE OF MARANHÃO

CERTIFICATE

The Regional Council of Medicine of Maranhão, following CFM Resolution No. 1.634/2002, hereby certifies that it has registered under No. 803 the qualification of the physician Yglésio Luciano Moyses Silva de Souza in the specialty of General Surgery

São Luiz - MA 08/18/2010

-----//signature//-----

President of CRM - MA

NOTARY PUBLIC

12TH NOTARY PUBLIC OFFICE
Alameda Santos 1470 - São Paulo - SP ZIP Code 01418-100
Bachelor Homero Santos - Notary Public - Phone (11) 3549-6277 - Fax (11)3254-6382

I hereby certify the authenticity of the signatures JOSE LUIZ GOMES DO AMARAL and ALDEMAR HUMBERTO SOARES, which match the signature specimens on file at this Notary Office.
São Paulo, January 12, 2010
In witness whereof.
Cleber Gonçalves – Authorized Clerk
1001121244475: Signature:

Notarial College of Brazil
SIGNATURE 2
State of São Paulo
1042AA276493

12TH NOTARY PUBLIC OFFICE
Alameda Santos 1470 - São Paulo - SP ZIP Code 01418-100
Cleber Gonçalves - Authorized Clerk

I, Marina Viana Silva, certify that I, a qualified translator fluent in both languages, have performed the professional translation of this document from Portuguese to English and that the following is an accurate and complete translation of the document.

Marina Viana

Date: May 16, 2025.

AMB
Associação Médica Brasileira

Associação Médica Brasileira

Colégio Brasileiro de Cirurgiões

COLÉGIO BRASILEIRO DE CIRURGIÕES
MCMXXIX

conferem o

TÍTULO DE ESPECIALISTA EM CIRURGIA GERAL

ao

Dr. Yglésio Luciano Moyses Silva de Souza

por ter obtido aprovação em concurso realizado segundo as normas estabelecidas pela Associação Médica Brasileira e o Colégio Brasileiro de Cirurgiões.

São Paulo, 25 de julho de 2009

Dr. José Luiz Gomes do Amaral	Dr. Aldemir Humberto Soares	Dr. Edmundo Machado Ferraz	Dra. Dayse Coutinho Valente
Presidente da AMB	Secretário Geral da AMB	Presidente do CBC	Secretária Geral do CBC

AMB ASSOCIAÇÃO MÉDICA BRASILEIRA

ENTRADA OFÍCIO 12/10/09
SOLICITAÇÃO CONFECÇÃO 27/10/09
SAÍDA P/ SOCIEDADE 07/12/09
RETORNO DA SOCIEDADE 04/01/10
CADASTRAMENTO 07/01/10
SAÍDA P/ FEDERADA 18/01/10
REGISTRO 110573

Karina Soares
SECRETARIA DE TÍTULOS DE ESPECIALISTA

(ASSINARAM O PRESIDENTE E O SECRETÁRIO GERAL EM EXERCÍCIO NA DATA DO REGISTRO)

AMB Título válido até dezembro/2014

CONSELHO FEDERAL DE MEDICINA
CONSELHO REGIONAL DE MEDICINA DO MA
CERTIFICADO
O Conselho Regional de Medicina do Maranhão, de acordo com a Resolução CFM nº 1.634/2002, certifica que registrou sob o nº 403 a qualificação do(a) médico(a) [illegible] na especialidade de [illegible]
São Luís - MA
Presidente do CRM -MA

1º TABELIÃO de NOTAS
CARTÓRIO DO 1º TABELIÃO DE NOTAS
Alameda Santos, 1470 - São Paulo - SP - Cep 01418-100
BEL. HOMERO SANTI - TABELIÃO - Tel (11) 3549-6277 - Fax (11) 3284-6362
Reconheço por semelhança as firmas de JOSE LUIZ GOMES DO AMARAL, ALDEMAR HUMBERTO SOARES, as quais conferem com os padrões depositados em Cartório.
São Paulo, 12 de Janeiro de 2010
Em testemunho da verdade.
Cleber Gonçalves - Escrevente Autorizado
100112124478 Firma: 2 1042AA276493
Colégio Notarial do Brasil
CARTÓRIO DO 12º TABELIÃO DE NOTAS
ALAMEDA SANTOS, 1470
Cleber Gonçalves

AMB
Brazilian Medical Association

Brazilian Medical Association
Brazilian College of Surgeons

Brazilian College of Digestive Surgery.

hereby confer the

TITLE OF SPECIALIST IN SURGERY OF THE DIGESTIVE SYSTEM

to



Dr. Yglésio Luciano Moyses Silva de Souza

for having passed the examination conducted following the standards established by the Brazilian Medical Association and the Brazilian College of Digestive Surgery.

São Paulo, October 9, 2009

Dr. José Luiz Gomes do Amaral
President of the AMB

Dr. Aldemir Humberto Soares
Secretary-General of the AMB

Dr. Nelson Adami Andreollo
President of the CBCD

Dr. Cláudio José Caldas Bresciani

AMB Brazilian Medical Association

ENTRY OF OFFICIAL LETTER ..... : 01/18/2010
REQUEST FOR ISSUANCE ..... : 01/28/2010
DISPATCH TO SOCIETY ..... : 03/16/2010
RETURN FROM SOCIETY ..... : 04/01/2010
REGISTRATION ..... : 04/05/2010
DISPATCH TO FEDERAL ..... : 04/19/2010
RECORD ..... : 112243

Katia Soares
SECRETARIAT OF SPECIALIST TITLES

(The President and the Acting Secretary-General signed on the date of registration.)

AMB Title valid until December 2014

FEDERAL COUNCIL OF MEDICINE
REGIONAL COUNCIL OF MEDICINE OF MARANHÃO

CERTIFICATE

The Regional Council of Medicine of Maranhão, following CFM Resolution No. 1.634/2002, hereby certifies that it has registered under No. 804 the qualification of the physician Yglésio Luciano Moyses Silva de Souza in the specialty of Digestive Surgery

São Luiz - MA 08/13/2010

-----//signature//-----

President of CRM - MA

NOTARY PUBLIC
12TH NOTARY PUBLIC OFFICE
Alameda Santos 1470 - São Paulo - SP - ZIP Code 01418-100
Bachelor Homero Santos - Notary Public - Phone (11) 3549-6277 - Fax (11)3254-6362

I hereby certify the authenticity of the signatures JOSE LUIZ GOMES DO AMARAL and ALDEMAR HUMBERTO SOARES, which match the signature specimens on file at this Notary Office.
São Paulo, April 06, 2010
In witness whereof,
Cleber Gonçalves - Authorized Clerk
100406161273S Signature:
12TH NOTARY PUBLIC OFFICE

Notarial College of Brazil
SIGNATURE 2
1042AA284879

I, Marina Viana Silva, certify that I, a qualified translator fluent in both languages, have performed the professional translation of this document from Portuguese to English and that the following is an accurate and complete translation of the document.

Marina Viana

Date: May 16, 2025.

AMB
Associação Médica Brasileira

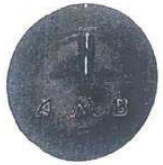
Associação Médica Brasileira

Colégio Brasileiro de Cirurgia Digestiva

conferem o

TÍTULO DE ESPECIALISTA EM CIRURGIA DO APARELHO DIGESTIVO

ao



Dr. Yglésio Luciano Moyses Silva de Souza

por ter obtido aprovação em concurso realizado segundo as normas estabelecidas pela Associação Médica Brasileira e o Colégio Brasileiro de Cirurgia Digestiva.

São Paulo, 9 de outubro de 2009

Dr. José Luiz Gomes do Amaral
Presidente da AMB

Dr. Aldemir Humberto Soares
Secretário Geral da AMB

Dr. Nelson Adami Andreollo
Presidente do CBCD

Dr. Cláudio José Galdas Bresciani

AMB ASSOCIAÇÃO MÉDICA BRASILEIRA

ENTRADA OFÍCIO	18/01/10
SOLICITAÇÃO CONFECÇÃO	28/01/10
SAÍDA P. SOCIEDADE	16/03/10
RETORNO DA SOCIEDADE	01/04/10
CADASTRAMENTO	05/04/10
SAÍDA P/ FEDERADA	19/04/10
REGISTRO	112243

Katiana Soares
SECRETARIA DE TÍTULOS DE ESPECIALISTA

(ASSINARAM O PRESIDENTE E O SECRETÁRIO GERAL EM EXERCÍCIO NA DATA DO REGISTRO)

AMB Título válido até dezembro/2014

CONSELHO FEDERAL DE MEDICINA
CONSELHO REGIONAL DE MEDICINA DO MA

CERTIFICADO

O Conselho Regional de Medicina do Maranhão, de acordo com a Resolução CFM nº 1.634/2002, certifica que registrou sob o nº 2014 a qualificação de(a) médico(a) [illegible] na especialidade de Cirurgia do Aparelho

São Luís - MA, 31/ /

Presidente do CRM -MA

TABELIÃO de NOTAS — CARTÓRIO DO 2º TABELIÃO DE NOTAS
Marcelo Rovai, 1.151 - São Paulo - SP - CEP 04815-100
BEL. ROBERTO BARRI - TABELIÃO - Tel. (11) 3246-6277 - Fax (11) 3284-6302

Reconheço por semelhança as firmas: JOSE LUIZ SOARES DO AMARAL, ALDEMIR HUMBERTO SOARES, as quais conferem com os padrões depositados em Cartório.
São Paulo, 16 de Abril de 2010
Em testemunho da verdade.
Cleber Gonçalves - Ferrente Autorizado

1004061612235 Firma: R$

FIRMA 2

1042AA284879

FEDERATIVE REPUBLIC OF BRAZIL
UNIVERSITY OF SÃO PAULO
MEDICAL SCHOOL

The President of the University of São Paulo,
in the exercise of his duties,
hereby confers upon

YGLÉSIO LUCIANO MOYSÉS SILVA DE SOUZA

OF BRAZILIAN NATIONALITY,
HOLDER OF IDENTITY CARD
ID NO. 069755397-3 MA,
BORN ON SEPTEMBER 19, 1980
AND FROM THE STATE OF MARANHÃO,
THE TITLE OF

DOCTOR OF SCIENCE

OBTAINED ON DECEMBER 9, 2009,
IN THE PROGRAM: SCIENCES (EXPERIMENTAL PATHOPHYSIOLOGY),
FIELD OF STUDY: EXPERIMENTAL PATHOPHYSIOLOGY.
AND, SO THAT HE MAY ENJOY ALL LEGAL RIGHTS AND PREROGATIVES,
HEREBY GRANTS HIM THIS DIPLOMA.

SÃO PAULO, JULY 13, 2010.

----- // signature //-----

PRESIDENT
PROF. DR. JOÃO GRANDINO RODAS

----- // signature //-----

VICE PRESIDENT OF GRADUATE STUDIES

PROF. DR. VAHAN AGOPYAN

----- // signature //-----

GRADUATE

YGLÉSIO LUCIANO MOYSÉS SILVA DE SOUZA

Program recognized following the provisions of MEC Ordinance No. 524 of 04/29/2008, published in the Federal Official Gazette on 04/30/2008.

UNIVERSITY OF SÃO PAULO
GENERAL SECRETARIAT
DIVISION OF ACADEMIC RECORDS

Diploma registered under No. **096588**
Process No. 2010.5.170.5.3
Under Article 48 of Law No. 9394/96.
São Paulo, July 28, 2010.

-----// signature //-----

Ricardo de Oliveira Klefens
Analyst for Administrative Affairs
Approved by

-----// signature //-----
Prof. Dr. Rubens Beçak
General Secretary

I, Raphael Michels Fantinato de Moura, 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.

Raphael Michels Fantinato de Moura. **Date: May 17, 2025.**

REPÚBLICA FEDERATIVA DO BRASIL

UNIVERSIDADE DE SÃO PAULO
FACULDADE DE MEDICINA

O REITOR DA UNIVERSIDADE DE SÃO PAULO,
NO USO DE SUAS ATRIBUIÇÕES,
CONFERE A

YGLÉSIO LUCIANO MOYSÉS SILVA DE SOUZA

DE NACIONALIDADE BRASILEIRA,
PORTADOR DA CÉDULA DE IDENTIDADE
RG Nº 069755397-3 MA,
NASCIDO EM 19 DE SETEMBRO DE 1980
E NATURAL DO ESTADO DO MARANHÃO,
O TÍTULO DE

DOUTOR EM CIÊNCIAS

OBTIDO EM 9 DE DEZEMBRO DE 2009,
NO PROGRAMA: CIÊNCIAS (FISIOPATOLOGIA EXPERIMENTAL),
ÁREA DE CONCENTRAÇÃO: FISIOPATOLOGIA EXPERIMENTAL.
E, PARA QUE POSSA GOZAR DE TODOS OS DIREITOS E
PRERROGATIVAS LEGAIS, OUTORGA-LHE O PRESENTE DIPLOMA.

SÃO PAULO, 13 DE JULHO DE 2010.

REITOR
PROF. DR. JOÃO GRANDINO RODAS

PRÓ-REITOR DE
PÓS-GRADUAÇÃO
PROF. DR. VAHAN AGOPYAN

DIPLOMADO
YGLÉSIO LUCIANO MOYSÉS
SILVA DE SOUZA

PROGRAMA RECONHECIDO DE ACORDO COM O DISPOSTO NA PORTARIA MEC Nº 524 DE 29/04/2008, DOU DE 30/04/2008.

UNIVERSIDADE DE SÃO PAULO
SECRETARIA GERAL
DIVISÃO DE REGISTROS ACADÊMICOS

DIPLOMA REGISTRADO SOB Nº **096588**
PROCESSO Nº 2010.5.170.5.3
NOS TERMOS DO ARTIGO 48 DA LEI 9394/96.
SÃO PAULO, 28 DE JULHO DE 2010.

Ricardo Klefens

RICARDO DE OLIVEIRA KLEFENS
ANALISTA PARA ASSUNTOS ADMINISTRATIVOS
DE ACORDO.

PROF. DR. RUBENS BEÇAK
SECRETÁRIO GERAL

Carnegie Evaluations LLC
315 East High Street, Bound Brook, New Jersey, 08805
Email: info@carnegieevaluations.com
Website: www.carnegieevaluations.com
Phone: (848)300-0099
Fax: (848) 300-5199

EVALUATION OF ACADEMICS

Carnegie Evaluations LLC, who specializes in the evaluation of foreign educational credentials, has prepared the following academic credential evaluation.

June 11, 2026

Name: **Mr. Yglesio Luciano Moyses SILVA DE SOUZA**

Following is a description of Mr. Silva de Souza's foreign degrees:

Institution:	*Universidade Federal do Maranhao*
Degree:	*Diploma de Medico*
Date of Award:	January 2004
Country:	Brazil

Institution:	*Colegio Brasileiro de Cirurgia Digestiva*
Degree:	*Titulo de Especialista em Cirurgia Geral*
Date of Award:	July 2009
Country:	Brazil

Institution:	*Colegio Brasileiro de Cirurgia Digestiva*
Degree:	*Titulo de Especialista em Cirurgia do Aparelho Digestivo*
Date of Award:	October 2009
Country:	Brazil

Institution:	*Universidade de Sao Paulo*
Degree:	*Doutor em Ciencias*
Date of Award:	December 2009
Country:	Brazil

Academic Equivalency in the United States

DOCTOR OF MEDICINE (M.D.)

GRADUATE CERTIFICATE IN GENERAL SURGERY

GRADUATE CERTIFICATE IN SURGERY OF THE DIGESTIVE SYSTEMS

DOCTOR OF PHILOSOPHY IN EXPERIMENTAL PATHOPHYSIOLOGY

Carnegie Evaluations LLC offers this evaluation after reviewing copies of the original diploma certificates and transcripts provided. This evaluation is advisory in nature and is based on the assumption that the submitted documents are accurate. There are no apparent grounds to disbelieve the authenticity and accuracy of the documentation presented on behalf of Mr. Yglesio Luciano Moyses Silva de Souza. In addition, this evaluation is based on standard scholarly and professional sources as referenced at the end of this document. Carnegie Evaluations LLC is not responsible for how this evaluation report will be used and is not responsible for damages resulting from such use of this report.

DISCUSSION OF MR. SILVA DE SOUZA'S ACADEMICS

This credential evaluation is provided upon review of the degree certificates and transcripts awarded to Mr. Yglesio Luciano Moyses Silva de Souza during the course of his academic career. An analysis of Mr. Silva de Souza's foreign educational courses for the *Diploma de Medico* (translated as Diploma of Physician) from *Universidade Federal do Maranhao* (translated as Federal University of Maranhao), a *Titulo de Especialista em Cirurgia Geral* (translated as Title of Specialist in General Surgery) and *Titulo de Especialista em Cirurgia do Aparelho* (translated as Title of Specialist in Surgery of the Digestive System) from *Colegio Brasileiro de Cirurgia Digestiva* (translated as Brazilian College of Surgeons), and a *Doutor em Ciencias* (translated as Doctor of Science) from *Universidade de Sao Paulo* (translated as University of Sao Paulo Medical School) forms the basis for the following evaluation.

Mr. Silva de Souza graduated with a Diploma of Physician from the Federal University of Maranhao in January 2004. Federal University of Maranhao is an accredited institution of higher education in Maranhao, Brazil. Federal University of Maranhao's Diploma of Physician program requires graduation from the US equivalent of high school and competitive entrance examinations for admission and enrollment. Mr. Silva de Souza satisfactorily completed the academic course requirements required for a Diploma of Physician program. He majored in Medicine and was awarded a *Diploma de Medico* from the institute.

This, according to the Electronic Database for Global Education (EDGE) created by the American Association of Collegiate Registrars and Admissions Officers (AACRAO), is equivalent to a level of education comparable to a first professional degree in medicine in the United States, namely a Doctor of Medicine (M.D.) Degree. The academic criterion maintained by the Federal University of Maranhao is significantly similar to those parameters upheld by any other accredited colleges and universities in the United States.

The *Diploma de Medico* curriculum includes advanced professional-level coursework and examinations in Biochemistry, Biophysics, Basic Histology (Histology and Cytology), Clinical Histology, Immunology, Biostatistics, Clinical Anatomy, Microbiology, Medical Ethics, General Pathology, Parasitology, Medical Psychology, General Pharmacology, Human Embryology, Pathological Anatomy, Genetics, Epidemiology, Dermatology Clinic, Radiology Clinic, Special Pharmacology, Nutrition, Psychiatric and Psychopathology Clinic, Surgical Clinic (Anesthesiology/Operative Technique/Experimental Surgery), Infectious and Parasitology Diseases, Surgical Clinic (Urology/Ophthalmology/Surgery/Otorhinolaryngology), Trauma and Orthopedics, Legal Medicine, Pediatric Clinic, Obstetrics Clinic, Gynecology Clinic, and other related subjects.

Thereafter, Mr. Silva de Souza graduated with a Title of Specialist in General Surgery from the Brazilian College of Surgeons in July 2009. Brazilian College of Surgeons is an accredited institution of higher education in Rio de Janeiro, Brazil. Brazilian College of Surgeons's Title of Specialist in General Surgery program requires graduation from Bachelor level studies and competitive entrance examinations for admission and enrollment. Mr. Silva de Souza satisfactorily completed the academic course requirements required for a Title of Specialist in General Surgery. He majored in General Surgery and was awarded the *Titulo de Especialista em Cirurgia Geral* from the institute.

This is a graduate program of study, which is substantially similar to the required coursework leading to the completion of a Graduate Certificate in General Surgery from a regionally accredited University in the United States. The academic criterion maintained by the Brazilian College of Surgeons is significantly similar to those parameters upheld by any other accredited colleges and universities in the United States.

Thereafter, Mr. Silva de Souza graduated with a Title of Specialist in Surgery of the Digestive System Degree from the Brazilian College of Surgeons in October 2009. Brazilian College of Surgeons's Title of Specialist in Surgery of the Digestive System program requires graduation from Bachelor level studies and competitive entrance examinations for admission and enrollment. Mr. Silva de Souza satisfactorily completed the academic course requirements required for a Title of Specialist in Surgery of the Digestive System. He majored in Surgery of the Digestive System and was awarded a *Titulo de Especialista em Cirurgia do Aparelho Digestivo* from the institute.

This is a graduate program of study, which is substantially similar to the required coursework leading to the completion Graduate Certificate in Surgery of the Digestive Systems from a regionally accredited University in the United States.

Thereafter, Mr. Silva de Souza graduated with a Doctor of Science in Experimental Pathophysiology from the University of Sao Paulo Medical School in December 2009. University of Sao Paulo Medical School is an accredited institution of higher education in Sao Paulo, Brazil. University of Sao Paulo Medical School's Doctor of Science program requires graduation from Master's level studies and competitive entrance examinations for admission and enrollment. Mr. Silva de Souza satisfactorily completed original evidence-based research, submitted a dissertation titled "Evaluation of the effects of ozone therapy in the treatment of intra-abdominal infection in rats," offering a significant new contribution to knowledge in the field of Experimental Pathophysiology, and defended the same successfully through *viva voce* and was awarded a *Doutor em Ciencias* degree.

The Doctor of Science curriculum includes doctorate-level coursework and examinations in Technological Advances in Hepatic Surgery, Mechanisms and Mediators of Multiple Organ and System Failure after Trauma and Surgery, Nutritional Immunopharmacomodulation, Prebiotics, and Probiotics in Digestive System Surgery, Bioethics, Medical Informatics, and Teaching and Educational Processes in Surgery.

This is a program of advanced research that is substantially similar to the required coursework leading to the completion of a doctorate degree from a regionally accredited University in the United States. The coursework, comprehensive examinations, research work, dissertation submission, and its defense through *viva voce* maintained by the University of Sao Paulo Medical School is significantly similar to those parameters upheld by any other accredited colleges and universities in the United States.

Upon reviewing Mr. Silva de Souza's academic history, it becomes apparent that Mr. Silva de Souza has satisfied the coursework requirements which are substantially similar and equivalent to those required for the completion of a Doctor of Medicine (M.D.), two Graduate Certificate programs, and a Doctor of Philosophy at an accredited institution of higher education in the United States.

SUMMARY

On the basis of the academic reputations of Federal University of Maranhao, Brazilian College of Surgeons, and University of Sao Paulo Medical School, the nature and duration of the academic course work, and the grades attained in the courses, it is the judgment of Carnegie Evaluations LLC that Mr. Silva de Souza has attained the equivalent of a Doctor of Medicine (M.D.), a Graduate Certificate in General Surgery, a Graduate Certificate in Surgery of the Digestive Systems, and a Doctor of Philosophy in Experimental Pathophysiology from an accredited institution of higher education in the United States.

Carnegie Evaluations LLC represents this evaluation report to be an accurate and correct evaluation to the best of its knowledge and belief, pursuant to the requirements of the Citizenship and Immigration Services of the United States Department of Homeland Security. Carnegie Evaluations LLC does not represent that the documentation submitted to it by anyone for evaluation meets the evidentiary standards of any state or federal agency or any court. This evaluation report, as are all such reports provided by Carnegie Evaluations LLC, is advisory for the customer who requested it.

The foregoing evaluation of Mr. Silva de Souza has been reviewed and approved by me, Dr. Zach G. Zacharia, on June 11, 2026.

Sincerely,



Zach G. Zacharia, Ph.D.
Director, Carnegie Evaluations LLC.
Associate Professor of Supply Chain Management
Director, Lehigh Center for Supply Chain Research
Lehigh University

Evaluation Resources:

1. World Higher Education Database. International Association of Universities' Worldwide Database of Higher Education Institutions, Systems and Credentials. www.whed.net.
2. AACRAO EDGE. AACRAO Electronic Database for Global Education. https://www.aacrao.org/edge
3. Central Intelligence Agency (CIA). The World Factbook. https://www.cia.gov/the-world-factbook/
4. ENIC-NARIC. European Network of Information Centres in the European Region, National Academic Recognition Information Centres in the European Union. www.enic-naric.net.

Bio: Professor Zach G. Zacharia

I am the Interim Department Chair, Decision and Technology Analytics (DATA) Department, an Associate Professor of Supply Chain Management, and Director of the Center for Supply Chain Research Lehigh in the College of Business and Economics, Lehigh University, where I teach Graduate and Undergraduate courses in Supply Chain Operations Management and Logistics and Transportation. In addition, I am also a visiting Professor at the Indian Institute of Technology (IIT) in New Delhi, India. I graduated with a B.S. in Mechanical Engineering from the University of Calgary, an MBA from the University of Alberta, and a Ph.D. in Logistics with a minor in Marketing from the University of Tennessee. My current research interests include Collaboration/Competition within the Supply Chain, Supplier Satisfaction, and the Physical Internet.

Before joining Academia, I worked at the University of Tennessee, Center for Transportation Research, for six years as an Associate Director. I also worked at the Department of Transportation in Alberta, Canada, for ten years as an Equipment Engineer. I am a principal in BZS Consulting, which primarily focuses on teaching Supply Chain Operations Management and evaluating collaboration and procurement strategies across firms in a supply chain.

I have developed significant international contacts and collaborations with many affiliate schools in several countries in Europe, Asia, and South America. I have evaluated numerous portfolios of international students from countries around the world and have performed in-depth assessments of how these foreign courses are equated to corresponding courses in the United States.

I have 29 refereed publications, including 2 articles in the Journal of Operations Management, 8 articles in the *Journal of Business Logistics,* and articles in *Decision Sciences*, the *Journal of Supply Chain Management, Industrial Marketing Management, International Journal of Production Research, International Journal of Production and Operations Management, International Journal of Logistics Management, Journal of Retailing, Journal of Business and Industrial Marketing, Marketing Management, Supply Chain Management Review, Journal of International Technology and Information Management*, *Journal of Vehicle Design* and *Wall Street Journal*. As a member of a Supply Chain Research Group at the University of Tennessee, I co-authored a book titled "*Supply Chain Management*" (Sage Publications, December 2000). I also contributed a chapter on logistics service providers and new product development in the book titled *Managing Innovation: The New Competitive Edge for Logistics Service Providers*, Stephan M. Wagner ed.**,** Kuehne Foundation Book Series (2007).

Among the awards that I have received are the DATA Department Service Award (2023), Staub Faculty Excellence Award (2013) from the College of Business, Lehigh University, Best Paper Finalist (2010) from the Journal of Operations Management, Best Paper Award (2007) from NARTS and Best Dissertation Proposal Award (2000) from University of Arkansas. As a member of a Supply Chain Research Group at the University of Tennessee, I coauthored a book titled Supply Chain Management (Sage Publications, December 2000).

A. Biographical Information

Zach G. Zacharia, Ph.D.
Interim Department Chair, Decision and Technology Analytics Department
Associate Professor Supply Chain Management
Director, Client Services, Carnegie Evaluations
Director, Center for Supply Chain Management Lehigh
Supply Chain Management Program Director
Department of Management, College of Business Administration and Economics
Lehigh University, 621 Taylor Street, Bethlehem, PA, 18015
Office: (610) 758-4433, Fax: (610) 758-6941
zgz208@lehigh.edu

EDUCATION

1996 - 2001 **THE UNIVERSITY OF TENNESSEE** **Knoxville, TN**
Doctor of Philosophy in Business Administration

- Major: Logistics, Minor: Marketing
- Dissertation Title: An Analysis of the Effect of Logistics Involvement in Cross-functional Integrated New Product Development Projects (Advisor: Dr. John T. Mentzer)

1988 – 1993 **THE UNIVERSITY OF ALBERTA** **Edmonton, AB**
Master of Business Administration

1981 - 1985 **THE UNIVERSITY OF CALGARY** **Calgary, AB**
Bachelor of Science, Mechanical Engineering

1980 - 1981 **RED DEER COLLGE** **Red Deer, AB**
Bachelor of Science

1979 – 1980 **THE UNIVERSITY OF ALBERTA** **Edmonton, AB**
Bachelor of Science

WORK EXPERIENCE SUMMARY

2016 – Present, Director, Center for Supply Chain Research Lehigh
2013 – Present, Associate Professor – Lehigh University
2008 – 2013 Assistant Professor – Lehigh University
2001 – 2008 Assistant Professor - Texas Christian University
1999 – 2001 Associate Director – Transportation Center, University of Tennessee
1997 – 1999 Assistant Director - Transportation Center, University of Tennessee
1995 – 1997 Senior Research Associate – University of Tennessee
1989 – 1995 Research Engineer – R&D Branch, Alberta Transportation & Utilities
1985 – 1989 Equipment Engineer – Alberta Transportation & Utilities

CONSULTING PROJECTS, EXECUTIVE EDUCATION

2023 Expert Witness – Real Estate Company, Bethlehem

2023	Ecofriendly Behavior on Personal Transportation, AFIT, Dalton
2020	Financial Flow in SC, DiCentral, Houston
2020	Expert Witness – Real Estate Company, Bethlehem
2020	Lehigh University, Executive Education, Bethlehem
2019	Lehigh University, Executive Education, Bethlehem
2019	SC Collaboration in Drop Ship, DiCentral, Houston
2018	Coopetition in the Defense Industry, AFIT, Dayton
2018	IIT New Delhi, Executive Education, Delhi, India
2017	Lehigh University, Executive Education, Bethlehem
2016	IIT Madras, Global Initiative of Academic Networks, Chennai, India
2015	Morrison Executive Education, Santo Domingo, Dominican Republic
2014	CSCMP Executive Seminar, Bogota, Columbia
2012	Supply Chain Management Simulation, WAM Systems, Philadelphia
2010	Supply Chain Management Overview, Universidad de Piura, Peru
2007	Procurement of Capability Guidelines, Lockheed Martin Aeronautics
2002	Truck Safety Recommendations, University of Tennessee

B. Publications and Creative Activities

EDITORIAL ROLES (6)

- Senior Editor- *International Journal of Logistics Management (2018- current)*
- Senior Editor- *Journal of Business Logistics (2016- current)*
- Special Issue Editor-(Physical Internet) - *Journal of Business Logistics (2018-2020)*
- Special Issue Editor- (Inter-Disciplinary Research) *Journal of Business Logistics (2014-2015)*
- Editorial Board Member – *Journal of Operations Management*
- Editorial Board Member –*Transportation Journal*
- Editorial Board Member – *Journal of Supply Chain Management*

DISSERTATION COMMITTEE MEMBER (3)

- Nathaniel R- *The American School As a Microcosm for the National Criminal and Legal Landscape: Two Case Studies* – Lehigh University, 2024
- Michael Plasch - *Supply Chain Collaboration - Investigating Motives, Drivers and Success Factors* – Johannes Kepler University Linz, Austria, 2021

- Kimberly K. Whitehead – *It's A Matter of Give And Take: Exploring The Role of Knowledge Transfer Within Supply Chain Collaboration* - University of Texas at Arlington, USA, 2014

BOOK CHAPTERS (5)

- **Zacharia, Zach G**. "Is there a role for Logistics Service Providers in New Product Development?" *Managing Innovation: The New Competitive Edge for Logistics Service Providers*, Stephan M. Wagner ed., Kuehne Foundation Book Series. Ch 7, 2008.
- Mentzer, John T., William J. DeWitt, James S. Keebler, Soonhong Min, Nancy W. Nix, Carlo D. Smith, and **Zach G. Zacharia**, "What is Supply Chain Management" *Supply Chain Management*, Thousand Oaks, CA: Sage Publications, Ch.1, 2000.
- **Zacharia, Zach G**., "R&D and New Product Development in Supply Chain Management" *Supply Chain Management*, John T. Mentzer ed.**,** Thousand Oaks, CA: Sage Publications, Ch.6, 2000.
- **Zacharia, Zach G**., "The Evolution and Growth of Production in Supply Chain Management" *Supply Chain Management*, John T. Mentzer ed., Thousand Oaks, CA: Sage Publications, Ch.8, 2000.
- **Zacharia, Zach G**, "The Evolution and Growth of Information Systems in Supply Chain Management" *Supply Chain Management*, John T. Mentzer ed., Thousand Oaks, CA: Sage Publications, Ch.11, 2000.

REFEREED PUBLICATIONS (30)

30. Gopal Kumar, **Zach Zacharia**, Mohit Goswami (2024) "Understanding interdependency of sustainability dimensions from the lens of collaborative relationship conditions: Findings from an emerging economy" *International Journal of Logistics Management,* Vol. 35, No. 4, 1277-1302

29. Varun Jain, Usha Mohan, **Zach G. Zacharia**, Nada R. Sanders (2022) "Improving patient satisfaction and outpatient diagnostic center efficiency using novel online real-time scheduling" *Operations Research for Health Care,* 32, 1-17, 100338

28. Saif Mir, Misty Blessley, **Zach Zacharia**, John Aloysius (2022) "Mending Fences in the Buyer-Supplier Relationship: The Role of Justice in Relationship Restoration" *Journal of Supply Chain Management*. Vol. 58, No. 3, 23 – 46.

27. Dev, Navin; Ravi Shankar; **Zach Zacharia**, Sanjeev Swami, (2021) "Supply chain resilience for managing the ripple effect in Industry 4.0 for green product

diffusion" *International Journal of Physical Distribution & Logistics Management* Vol. 51 No. 8, 897-930.

26. Ballot, Eric, Benoit Montreuil, **Zach G. Zacharia**, (2021) "Physical Internet: First Results and Next Challenges" *Journal of Business Logistics* Vol 42 No. 1, 1 – 7.

25. Treiblmaier, Horst, Kristijan Mirkovski, Paul B. Lowry, **Zach G. Zacharia**, (2020) "The Physical Internet as a New Supply Chain Paradigm: A Systematic Literature Review and a Comprehensive Framework" *International Journal of Logistics Management* Vol. 31 No. 2, 239-287.

24. **Zach G. Zacharia**, Michael Plasch, Usha Mohan, Markus Gerschberger (2019) "The Emerging Role of Coopetition Within Inter-Firm Relationships" *International Journal of Logistics Management* Vol. 30, No. 2, 414-437.

23. Soonhong Min, **Zach G. Zacharia**, Carlo D. Smith (2019) "Defining Supply Chain Management: In the Past, Present and Future" *Journal of Business Logistics* Vol. 40 No.1, 44-55.

22. Kimberly Whitehead, **Zach Zacharia**, Edmund Prater (2019) "Investigating the Role of Knowledge Transfer in Supply Chain Collaboration" *International Journal of Logistics Management"* Vol. 30, No. 1, 284-302.

21. Misty Blessly, Saif Mir, **Zach G. Zacharia**, John Aloysius (2018) "Breaching Relational Obligations In A Buyer-Supplier Relationship: Feelings Of Violation, Fairness Perceptions And Supplier Switching" *Industrial Marketing Management* Vol. 74, Oct, 215-226.

20. Faraz, Alireza, Nada R. Sanders, **Zach G. Zacharia**, Markus Gerschberger (2018) "Monitoring Type B Buyer-Supplier Relationships" *International Journal of Production Research* Vol. 56, No. 18, 6225-6239.

19. Whitehead, Kimberly, **Zach G. Zacharia**, Edmund Prater, (2016) "Absorptive Capacity Versus Distributive Capability: The Asymmetry of Knowledge Transfer" *International Journal of Operations and Production Management* Vol. 36, No 10, 1308-1332.

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17. Nancy W. Nix, **Zach G. Zacharia,** (2014) "The Impact of Collaborative Engagement on Knowledge and Performance Gains in Episodic Collaborations" *International Journal of Logistics Management* Vol. 25, No 2, 245-269.

16. **Zach G. Zacharia,** Nada R. Sanders, Brian R. Fugate (2014) "The Evolving Role of Disciplines Within Supply Chain Management" *Journal of Supply Chain Management* Vol. 50, No 1, 73-88.

15. Nada R. Sanders, **Zach G. Zacharia**, Brian R. Fugate (2013) "The Interdisciplinary Future of Supply Chain Management Research" *Decision Sciences* Vol. 44, No. 3, 413-429.

14. Geoffrey T. Stewart, **Zach G. Zacharia,** Andrew B. Artis (2012) "Leveraging Relationship Orientation and its Impact on Relationship Outcomes" *Journal of Business and Industrial Marketing,* Vol. 27, No. 8, 644-658.

13. **Zach G. Zacharia,** Nancy W. Nix, Robert F. Lusch (2011) "Capabilities that Enhance Outcomes of an Episodic Supply Chain Collaboration" *Journal of Operations Management*, Vol. 29, No. 6, 591-603.

12. **Zach G. Zacharia,** Nada R. Sanders, Nancy W. Nix (2011) "The Emerging Role of the Third-Party Logistics Provider (3PL) as a Supply Chain Orchestrator" *Journal of Business Logistics*, Vol. 32, No. 1, 40-54.

11. Danny Lanier, Jr., William F. Wempe, **Zach G. Zacharia**, (2010) "Concentrated Supply Chain Membership and Financial Performance: Chain- and Firm-Level Perspectives" *Journal of Operations Management*, Vol.28, No.1, 1-16.

10. **Zach G. Zacharia**, Chad W. Autry, David S. Preston, Charles W. Lamb, (2009) "IT Alignment with Business Strategies in a Healthcare Organizations: An Empirical Analysis" *Journal of International Technology and Information Management*, Vol. 18, No. 3/4, 477-494.

9. **Zach G. Zacharia,** Nancy W. Nix and Robert F. Lusch, (2009) "An Analysis of Supply Chain Collaborations and Their Effect on Performance" *Journal of Business Logistics*, Vol. 30, No. 2, 101-123.

8. Chad W. Autry, **Zach G. Zacharia** and Charles W. Lamb, (2008) "A Logistics Strategy Taxonomy" *Journal of Business Logistics,* Vol. 29. No. 2, 53-74.

7. Nancy W. Nix, Robert F. Lusch, **Zach G. Zacharia**, and Wesley R. Bridges, (2008) "Competent Collaborations" *Marketing Management*, Vol. 17, No. 2, 18-24.

6. **Zach G. Zacharia** and John T. Mentzer (2007) "The Role of Logistics in New Product Development," *Journal of Business Logistics*, Vol. 28, No. 1, 83-110.

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    b. *Logistique and Management,* Vol. 16, No. 1, 35-53, (2008).

5. **Zach G. Zacharia** and John T. Mentzer (2004) "Logistics Salience In A Changing Environment," *Journal of Business Logistics*, Vol. 25, No. 1, 187-210.

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    b. *The ICFAI Journal of Supply Chain Management*, Vol. 3, No. 1, 53-72, (2006).

4. Mentzer, John T., William DeWitt, James S. Keebler, Soonhong Min, Nancy W. Nix, Carlo D. Smith, **Zach G. Zacharia** (2001) "Defining Supply Chain Management," *Journal of Business Logistics*, Vol. 22, No. 2, 1-25.

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3. **Zacharia, Zach G**., John E. Tidwell and Stephen H. Richards (2001) "An Overview of Truck and Bus Safety:1999 Knoxville Symposium," *Journal of Vehicle Design*, Vol. 26, No. 4, 442-453.

2. Mentzer, John T., Min Soonhong and **Zach G. Zacharia** (2000) "The Nature of Interfirm Partnering in Supply Chain Management," *Journal of Retailing*, Winter, Vol. 76, Issue 4, 549-568.

1. **Zacharia, Zach G**. and Bart Jennings (1998) "The Use of Active Participation and Group Competition to Facilitate Training and Technology Transfer for Adult Learners," *Transportation Research Record,* No. 1637, 13-18.

PAPERS UNDER REVIEW (6)

- Zach G. Zacharia, Scott C. Ellis, Saif Mir, Robert J. Trent - "Gaining Advantage Through Social Exchange: How and Under What Conditions" (Revise and Resubmit)

- **Saif Mir, Timothy W. Breitbach, Zach G. Zacharia, Benjamin T. Hazen "Supplier Cultivation: An Accelerator Approach to Ecosystem Innovation" (Under Review)**

- Zach Zacharia, Robert Wiedmer, Kimberly Whitehead "Competing Governance Mechanisms in Buyer-Supplier Relationships" (Under Review)

- Zach Zacharia, Annibal Sodero "Drop Shipping and its Effects on the New E-Commerce Retail Paradigm" (Under Review)

- Michael Plasch, Zach Zacharia, "Voluntary or involuntary coopetition: Perspectives on innovation in supply chain network relationships" (Under Review)

- **Saif Mir, Dina Ribbinik,** Saurabh Bansal, Philip Coles, **Zach G. Zacharia, "The Impact of Ecosystem Shocks on the Operational Performance of**

Worker-heavy Systems in the Agricultural Domain: The Role of Cognitive Load" (Under Review)

NON - REFEREED PUBLICATIONS (5)

5. **Zach G. Zacharia** (2020), What Every CFO Needs to Know about Supply Chains

4. **Zach G. Zacharia** (2019), Supply Chain Collaboration in Transformative Vertical Industries (Implications of Omnichannel and Drop Shipping)

3. Robert J. Trent, **Zach G. Zacharia,** (2012) "The Wisdom of Becoming a Preferred Customer," *Supply Chain Management Review* Vol. 16, No. 6, 10-18.

2. Nix, W. Nancy, Robert F. Lusch, **Zach G. Zacharia**, and Wesley R. Bridges, (2007) "The Hand That Feeds You – What Makes Some Collaborations with Suppliers Succeed – When So Many Fail?" *The Journal Report- Business Insight* (A Joint Venture with MIT *Sloan Management Review* and *Wall Street Journal*), Dow Jones and Company

1. **Zacharia, Zach G**. (1994) "Expert System Simplifies Bridge Paint Maintenance Programs," *Materials Performance,* June, 25 - 28.

CONFERENCE PROCEEDINGS (19)

19. Ujjwal Kumar, Iana Shaheen, Zach Zacharia, Ravi Shankar (2024) "Competition and Cooperation in Humanitarian Operations, Academy of Management Conference**,** Chicago, IL, August 13.
18. **Zach Zacharia**, Timothy Breitbach, Ben Hazen, Saif Mir (2019) "Utilizing Accelerator Programs for adopting Innovations to Encourage the Adoption" *CSCMP Conference,* Anaheim, CA, September 15.
17. **Zach Zacharia**, Timothy Breitbach, Ben Hazen, Saif Mir (2018) "Utilizing Accelerator Programs to Encourage the Adoption of New Innovations in Large Organizations" *DSI Conference,* Chicago, IL, November 17.
16. Robert Weidmer, **Zach Zacharia**, (2018) "Competing Governance Mechanisms in Buyer-Supplier Relationships" *DSI Conference,* Chicago, IL, November 16.
15. **Zach Zacharia**, Michael Plasch, Usha Mohan, Markus Gerschberger (2017) "The Role of Coopetition in Buyer Supplier Relationships" *DSI Conference,* Washington, DC, November 18.
14. **Zach Zacharia**, Michael Plasch, Usha Mohan, Markus Gerschberger (2017) "Understanding the Antecedents and Outcomes of Coopetition" *CSCMP Academic Research Conference,* Atlanta, Georgia, September 24.

13. **Zach Zacharia**, Michael Plasch, Usha Mohan, Markus Gerschberger (2017) "The Evolving Role of Coopetition within the Supply Chain" *CSCMP European Research Seminar,* Barcelona, Spain, May 19.

12. Gouda, Sirish, **Zach Zacharia**, Haritha Saranga (2016) "Linking New Forms of Work Organization and External Integration: Mediating role of cross functional collaboration" *DSI Conference,* Austin, Texas, November 21.

11. Blessley, Misty, Saif Mir, **Zacharia, Zach G.,** John Aloysius (2016) "The role of apologies following transgressions in buyer-supplier relationships." *CSCMP Educator Conference,* Orlando, Florida, September 25.

10. Blessley, Misty, Saif Mir, **Zacharia, Zach G.,** John Aloysius (2016) "The role of transactional and relational psychological contract breach in supplier switching behavior." *CSCMP European Research Seminar,* Vienna, Austria, May 13.

9. Blessley, Misty, Saif Mir, **Zacharia, Zach G.,** John Aloysius (2015) "Should I stay or should I go? The role of transactional and relational psychological contract breach in supplier switching behavior." *CSCMP Educator Conference,* San Diego, California, September 27.

8. **Zacharia, Zach G.,** Nancy W. Nix and Robert F. Lusch (2007) "Supply Chain Collaborations: Project Performance and Business Performance" *18th North American Teaching and Research Conference,* Tempe, Arizona, March 29-31.

7. Zacharia, Zach G. (2005) "Team Based Learning in MBA and Undergraduate Supply Chain Management Classes" *16th North American Teaching and Research Conference,* Tempe, Arizona, March 17-19.

6. Nix, Nancy W., **Zach G. Zacharia** and Robert F. Lusch (2005) "Keys to Effective Supply Chain Collaboration" *16th North American Teaching and Research Conference,* Tempe, Arizona, March 17-19.

5. **Zacharia, Zach G.** and Marc E. Ruzicka (2003) "Experiential Learning: Live Business Cases in MBA Supply Management and Logistics Classes" *14th North American Teaching and Research Conference,* Tempe, Arizona , March 21- 23.

4. **Zacharia**, **Zach G** (2000) "The Evolution and Growth of Production in the Supply Chain", *Society for Marketing Advances Conference*, Orlando, Florida, November 8-10.

3. **Zacharia, Zach G**., John E. Tidwell and Stephen H. Richards (2000) "An Overview of Truck and Bus Safety:1999 Knoxville Symposium," *4th International Fatigue Management Conference*, Perth, Australia, March 19-2.

2. **Zacharia, Zach G**. and Bart Jennings (1998), "The Use of Active Participation and Group Competition to Facilitate Training and Technology Transfer for Adult Learners," *Transportation Research Board Conference Proceedings,* Washington, District of Columbia, January 4-8.

1. **Zacharia, Zach G**. (1992), "Bridge Paint Expert Systems"*, Second International Organization for Economic Cooperation and Development (OECD) Conference on Knowledge Based Expert Systems in Transportation*, Montreal, Canada, April 3-7.

PODCASTS (18)

- **Zacharia, Zach G**. (2024), "Why Cyber security is top threat in Supply Chain" https://business.lehigh.edu/blog/2024/zach-zacharia-why-cybersecurity-top-threat-supply-chain - Jan 2024

- **Zacharia, Zach G**. (2023), "Top 3rd Quarter Risks in Spply Chain Why Cyber security is top threat in Supply Chain" https://business.lehigh.edu/blog/2023/zach-zacharia-top-3rd-quarter-risks-supply-chain June 2023

- **Zacharia, Zach G**. (2023), "Biggest Risk in Supply Chain" https://www2.lehigh.edu/news/cybersecurity-tops-supply-chain-managers-list-of-biggest-risks-in-2nd-quarter - March 2023

- **Zacharia, Zach G**. (2023), "Biggest Threats in Global Supply Chain" https://business.lehigh.edu/blog/2023/zach-zacharia-biggest-threats-global-supply-chain - Jan 2023

- **Zacharia, Zach G**. (2022), "Supply Chain Managers are concerned about Economic Risk" https://www2.lehigh.edu/news/supply-chain-managers-concerned-about-economic-risks-and-cybersecurity-in-1st-quarter-of-2023 (December)

- **Zacharia, Zach G**. (2022), "Supply Chain Risk Management Index All-Time low" https://www2.lehigh.edu/news/lehigh-business-supply-chain-risk-management-index-at-all-time-low (September)

- **Zacharia, Zach G**. (2022), "Supply Chain Risks 3rd Quarter" https://business.lehigh.edu/blog/2022/zach-zacharia-supply-chain-risks-3rd-quarter-2022 (July)

- **Zacharia, Zach G**. (2022), "Supply Risks Threaten 2nd Quarter" https://www2.lehigh.edu/news/transportation-risk-threatens-supply-chain-in-2nd-quarter (March)

- **Zacharia, Zach G**. (2021), "What's happening in Supply Chain now" https://business.lehigh.edu/blog/2021/zach-zacharia-whats-happening-supply-chain-now - (December)

- **Zacharia, Zach G**. (2021), "Number one Supply Chain Threat – Transportation Disruption" https://business.lehigh.edu/news/2021/number-one-supply-chain-threat-transportation-disruption (October)

- **Zacharia, Zach G**. (2021), "Red Flags in the Supply Chain" https://business.lehigh.edu/blog/2021/zach-zacharia-red-flags-supply-chain (July 2nd)

- **Zacharia, Zach G**. (2021), "Disruptive New Paradigm of the Physical Internet" https://business.lehigh.edu/blog/2021/zach-zacharia-disruptive-new-paradigm-physical-internet (June 3rd)

- **Zacharia, Zach G**. (2021), "Red Flags in the Supply Chain" https://business.lehigh.edu/blog/2021/zach-zacharia-red-flags-supply-chain (July 2nd)

- **Zacharia, Zach G**. (2021), "Red Flags in the Supply Chain" https://business.lehigh.edu/blog/2021/zach-zacharia-red-flags-supply-chain (July 2nd)

- **Zacharia, Zach G**. (2021), "Disruptive New Paradigm of the Physical Internet" https://business.lehigh.edu/blog/2021/zach-zacharia-disruptive-new-paradigm-physical-internet (June 3rd)

- **Zacharia, Zach G**. (2018), "Dealing with Disruptive Innovations in the Supply Chain" (https://cbe.lehigh.edu/blog/posts/dealing-disruptive-innovations-supply-chain) (October 24)

- **Zacharia, Zach G**. (2017), "Drop Shipping: A New Opportunity for Retailers and Suppliers" (https://cbe.lehigh.edu/blog/posts/drop-shipping-new-opportunity-retailers-and-suppliers) December 11

- **Zacharia, Zach G**. (2017), "What You Need to Know About the Physical Internet" (https://cbe.lehigh.edu/blog/posts/what-you-need-know-about-physical-internet (March 14) (Ranked 4th in Google Search for Physical Internet)

WORKING PAPERS (4)

- Zach Zacharia, Michael Plasch, Markus Gerschberger "Explorative and exploitative motives for coopetition" *Target: International Journal of Production Economics*

- Zach Zacharia, Cedric Heuchenne, Nada Sanders, Faraz, Alireza "Comparison of populations based on binary characteristics in the presence of non-response" *Target: Production Operations Management Journal*

- Zach Zacharia, Iana Shaheen, Ravi Shankar, Ujjwal Kumar, "Competition and Cooperation in Humanitarian Operations" *Target: Production Operations Management Journal*

- Zach Zacharia, Saif Mir, Dina Ribbnik, Saurabh Bansal, Philip Coles "Shock and Worker Productivity- Evidence from a US Agricultural Sector" *Target: Production Operations Management Journal*

27. Honors and Awards (25)

2023	DATA Department Service Award, Lehigh University
2018	Teaching Innovation Grant, CBE, Lehigh University
2018	Senior Associate Editor for *International Journal of Logistics Management*
2017	Best Reviewer Award *Journal of Business Logistics*
2016	Editor for *Journal of Business Logistics News*
2016	Associate Editor for *Production Operations Management* Special Issue
2015	Associate Editor for *Journal of Business Logistics*
2015	Member of the *Transportation Journal* Editorial Board
2013	Robert and Christine Staub Faculty Excellence Award
2012	Member of the *Journal of Supply Chain Management* Editorial Board
2011	Best Paper Finalist for 2010 (*Journal of Operations Management*)
2011	Best Paper Award (European DSI Conference)
2010-2011	Council of Supply Chain Management Professional Educator Conference Chair
2010	Member of the *Journal of Operations Management* Editorial Board
2010	Member of the *Journal of Business Logistics* Editorial Board
2009-2010	Supply Chain Management Educator Conference Proceedings Editor
2007-2008	Council of Supply Chain Management Case Editor
2007	Best Paper Award (*NARTS-ISM Conference*)
2006	Tied for highest SPOT (Student Perception of Teaching) score
2005	Highest SPOT (Student Perception of Teaching) in INSC department
2000	Doctoral Dissertation Proposal Award (*University of Arkansas)*
2000	Outstanding Student Paper Award *(Society for Marketing Advances)*
2000	Finalist *(ISBM Doctoral Dissertation Award)*
2000	Scholarly Research Grant Recipient *(University of Tennessee)*
1999, 1997	Fellow *(Council of Logistics Management Doctoral Symposium)*

28. Research Funding (16)

2019	DiCentral – SCM and Financial Flow Research $20,000
2019	Ben Franklin Technology Partners and ESPI $20,000
2018	AFIT – Managing Customer Driven Coopettittion Projects $25,000
2017	DiCentral – Drop Shipment Research $20,000
2014-2015	International Travel Grant - One of 5 recipients selected across the entire University $5000
2011	Faculty Research Grant – Lehigh University (Principal Investigator), Catherine Ridings (Lehigh University) " Does investment in Supply Chain Management and Information Technology provide value for micro firms?" $4500
2009	Summer Research Grant – College of Business and Economics, Lehigh University (Principal Investigator), Nada R. Sanders (Lehigh University, Brian S. Fugate (Colorado State University) *"State of Supply Chain Management: A Visionary Perspective"* $3000
2002-2007	Charles Tandy American Enterprise Center Faculty Research Award *(Texas Christian University)* ($10,000/yr)
2003, 05, 07	Junior Faculty Research Grant *(Institute of Supply Management)* ($750/yr)
2005	Research Center for Teaching Excellence, Faculty Fellow Grant *(Texas Christian University)* ($2500)

F. Scholarly Presentations (87)

- **Zach Zacharia**, (2023) "Identifying and Ranking Supply Chain Risks" *DSI Conference,* Atlanta, GA, November 20.
- Michael Plasch**, Zach Zacharia**, (2023) "Supply chain visibility in a multi-partner collaboration for distribution logistics – A secondary data research approach" Euroama Conference, Brussels, July 3rd
- Michael Plasch**, Zach Zacharia**, (2023) "Voluntary or involuntary: Perspectives on coopetition in dyadic and triadic supply chain relationships in the light of balance theory" Euroama Conference, Brussels, July 3rd
- **Zach Zacharia**, (2023) "Supply Chain Collaboration and Coopetition" *World Class Supply Chain Summit,* Waterloo, Ontario, Canada, May 3rd
- Saif Mir**, Zach Zacharia**, (2022) "Risks in Procurement and Sourcing" DSI Conference Houston, November 21
- Annibal Sodero**, Zach Zacharia**, (2022) "Antecedents and outcomes of drop-shipping adoption in the retail supply chain" Euroama Conference, Berlin, July 3rd

- Zach Zacharia, (2022) “Identifying and Ranking Supply Chain Risks” WDSI Conference, Waikoloa, HI, April 7.
- Zach Zacharia, (2021) “Writing a publishable dissertation” CSCMP Doctoral Consortium, Atlanta, GA, Sep 20.

- Zacharia**, Zach G.,** “*Supply Chain Collaboration in Transformative Vertical Industries”* Retail Value Chain Federation Conference, Teaneck, New Jersey, May 6, 2019

- **Zacharia, Zach G.,** “*Theoretical and Conceptual Foundations of Supply Chain Management”* PhD Research Seminar, Indian Institute of Technology, New Delhi, January India, January 25, 2018.

- **Zach Zacharia**, Michael Plasch, Usha Mohan, Markus Gerschberger “*The Role of Coopetition in Buyer Supplier Relationships*” *DSI Conference,* Washington, DC, November 18, 2017

- **Zacharia, Zach G.,** “*Utilizing Drop Shipment to Improve Your Bottom Line”* Retail Value Chain Federation Conference, Phoenix, Arizona, November 6, 2017

- **Zach Zacharia**, Michael Plasch, Usha Mohan, Markus Gerschberger “*Understanding the Antecedents and Outcomes of Coopetition*” *CSCMP Academic Research Conference,* Atlanta, Georgia, September 24, 2017

- **Zacharia, Zach G.,** “*Complexity in Supply Chain Management”* PhD Research Seminar, Atlanta, Georgia, September 23, 2017

- **Zacharia, Zach G.,** “*Coopetition Research”* PhD Research Seminar, Atlanta, September 22, 2017

- **Zacharia, Zach G.,** “*Buyer Supplier Relationships”* PhD Research Seminar, Atlanta, September 21, 2017

- **Zacharia, Zach G.,** “*Publishing Research in American Supply Chain Journals”* Indian Institute of Technology, New Delhi, India, July 21, 2017.

- **Zacharia, Zach G.,** “*Transforming Traditional Networks Through the Use of Collaborative Environments”* Supply Chain Leaders in Action Conference, Naples, Florida June 5, 2017

- **Zach Zacharia**, Michael Plasch, Usha Mohan, Markus Gerschberger (2017) “*The Evolving Role of Coopetition within the Supply Chain*” CSCMP European Research Seminar*,* Barcelona, Spain, May 19.

- **Zacharia, Zach G.,** "*Logistics PhD programs in the US panel session"* Logistics Doctoral Symposium, Auburn University, Auburn, February 24, 2017.

- **Zacharia, Zach G.,** "*A Research Journey"* Indian Institute of Technology, Trichy, India, February 6, 2017.

- **Zacharia, Zach G.,** "*Orientation and Firm Infrastructure"* PhD Research Seminar, Logistikum, University of Applied Sciences, Steyr, Austria January 12, 2017

- **Zacharia, Zach G.,** "*Strategy"* PhD Research Seminar, Logistikum, University of Applied Sciences, Steyr, Austria January 11, 2017

- **Zacharia, Zach G.,** "*Conceptual Foundations from Procurement and Operations"* PhD Research Seminar, Logistikum, University of Applied Sciences, Steyr, Austria January 10, 2017

- **Zacharia, Zach G.,** "*Conceptual Foundations from Marketing and Logistics"* PhD Research Seminar, Logistikum, University of Applied Sciences, Steyr, Austria January 9, 2017

- **Zacharia, Zach G.,** "*Theoretical and Conceptual Foundations of Supply Chain Management"* PhD Research Seminar, Logistikum, University of Applied Sciences, Steyr, Austria August 10, 2016

- **Zacharia, Zach G.,** "*Philosophy of Science"* PhD Research Seminar, Logistikum, University of Applied Sciences, Steyr, Austria August 9, 2016

- **Zacharia, Zach G.,** " *Conceptual Foundations of Marketing"* PhD Research Seminar, Logistikum, University of Applied Sciences, Steyr, Austria August 8, 2016

- **Zacharia, Zach G.,** " *Conceptual Foundations of Operations"* PhD Research Seminar, Logistikum, University of Applied Sciences, Steyr, Austria August 10, 2016

- Gouda, Sirish, **Zach Zacharia**, Haritha Saranga (2016) "Linking New Forms of Work Organization and External Integration: Mediating role of cross functional collaboration" *DSI Conference,* Austin, Texas, November 21.

- Blessley, Misty, Saif Mir, **Zacharia, Zach G.,** John Aloysius (2016) "The role of apologies following transgressions in buyer-supplier relationships." *CSCMP Educator Conference,* Orlando, Florida, September 25.

- **Zacharia, Zach G.,** " *Increasing Efficiency and Reducing Cost within a Supply Chain"* Indian Institute of Technology, Madras, India, June 13 2016.

- Blessley, Misty, Saif Mir, **Zacharia, Zach G.,** John Aloysius (2016) "The role of transactional and relational psychological contract breach in supplier switching behavior." *CSCMP European Research Seminar,* Vienna, Austria, May 13.

- Bleasley, Misty, Mir, Saif, **Zacharia, Zach G.,** Aloysius, John " *Should I stay or should I go? The role of transactional and relational psychological contract breach in supplier switching behavior"* Council of Supply Chain Management Educator Conference, San Diego, September 27, 2015.

- **Zacharia, Zach G.,** "*Qualitative and Quantitative Research Paths in SCM"* , University of Arkansas, Fayetteville, Arkansas Feb 27, 2015.

- **Zacharia, Zach G.,** "*Publishing Research in American Supply Chain Journals"* Indian Institute of Management, Bangalore, India, January 13, 2015.

- **Zacharia, Zach G.,** Scott Ellis, Robert J. Trent "*Gaining Advantage Through Social Exchange: How and Under What Conditions"* Production Operation Management Conference, Atlanta, Georgia, May 10, 2014.

- Ellis, Scott, **Zacharia, Zach G.,** Jae-Young Oh "*The Role of Functional Congruence in Cross-Functional and Inter-organizational Collaboration"* Decision Sciences Institute Conference, Baltimore, Maryland, November 19, 2013.

- **Zacharia, Zach G.,** "*Supply Chain Management, Collaboration and their Role Across Businesses and People"* Congress of Latin American Engineering Students, Lima, Peru, October 29, 2013.

- **Zacharia, Zach G.,** Scott Ellis, "*Antecedents to Buyer-Engineer Knowledge Transfer"* Production Operation Management Conference, Denver, Colorado, May 4, 2013.

- **Zacharia, Zach G.,** "*Balancing Effective Research and Teaching"* – Invited Panel Presentation, Council of Supply Chain Management Doctoral Symposium, Atlanta, Georgia, October 1, 2012.

- **Zacharia, Zach G.,** "*What are some of the Factors That Affect the Relationship Between Cross Functional New Product Development and New Product Project Performance?"* Decision Sciences Institute Conference, Boston, Massachusetts, November 22, 2011.

- **Zacharia, Zach G.,** "*Supply Chain Security - An Academic Discussion and Future Research"* Invited Panel Presentation, Decision Sciences Institute Conference, Boston, Massachusetts, November 21, 2011.

- **Zacharia, Zach G.,** "*Conference Chairperson Opening Remarks"* Council of Supply Chain Management Educator Conference, Philadelphia, Pennsylvania, October 2, 2011.

- **Zacharia, Zach G.,** William F. Wempe William and Danny Lanier, Jr. "*Concentrated Supply Chain Membership and Financial Performance: Chain- and Firm-Level Perspectives"* Academy of Management Conference, San Antonio, Texas, August 12 – August 17, 2011.

- **Zacharia, Zach G.** and Catherine M. Ridings *"Does investment in Supply Chain Management and Information Technology provide value for micro firms?"* Production Operations Management Conference, Reno, Nevada, April 28-May 1, 2011.

- **Zacharia, Zach G.** and Robert J. Trent *"Supplier Satisfaction and Innovation Sharing"* Decision Sciences Institute Conference, San Diego, November 20-23, 2010.

- Christoph Bode, Stephan M. Wagner and **Zacharia, Zach G.,** "*The Effect of Cooperation, Supplier Development, and Relationship-Specific Investments on Suppliers' Willingness to Share Innovation"* Decision Sciences Institute Conference, San Diego, November 20-23, 2010.

- **Zacharia, Zach G.** *"Personal Career Development in Academia: What now and How"* Council of Supply Chain Management Professionals Doctoral Symposium, San Diego, September 27, 2010.

- **Zacharia, Zach G.** *"Supply Chain Management Overview"* Executive MBA Program, Universidad de Piura, Piura, Peru, June 12, 2010.

- **Zacharia, Zach G.** *"Supply Chain Management Collaboration Strategies"* CSCMP Roundtable, Lima, Peru, June 11, 2010.

- **Zacharia, Zach G.** and John R. MacDonald *"Are differences in Risk Planning Significant?"* Production and Operations Management Conference, Vancouver, Canada, May 7-10, 2010.

- **Zacharia, Zach G.** and Robert J. Trent *"Supplier Satisfaction – How does it matter?"* Production and Operations Management Conference, Vancouver, Canada, May 7-10, 2010.

- **Zacharia, Zach G.,** Nancy W. Nix, and Robert F. Lusch *"The Moderating Role of Absorptive Capability and Collaborative Communication in Organizational Learning"* 19th *North American Teaching and Research Conference,* Tempe, Arizona, March 11-12, 2010

- **Zacharia, Zach G.** and John R. MacDonald *"Risk Planning: Is it of Value"* Decision Sciences Institute Conference, New Orleans, LA, November 17, 2009.

- **Zacharia, Zach G.** *"When Should New Product Development Managers Consider Distribution Logistics"* Decision Sciences Institute Conference, New Orleans, LA, November 15, 2009.

- John R. MacDonald and **Zacharia, Zach G.** *"Risk and Disruption Management: The Impact of Behavioral Interference"* Behavioral Operations Conference, Syracuse, NY, June 26, 2009.

- **Zacharia, Zach G.,** Nancy W. Nix, and Robert F. Lusch *"The Moderating Role of Absorptive Capability and Collaborative Communication in Organizational Learning"* Production and Operation Management Conference, Orlando, FL, May 2, 2009.

- **Zacharia, Zach G.,** Nancy W. Nix and Robert F. Lusch "Supply Chain Collaborations: Project Performance and Business Performance" *18th North American Teaching and Research Conference,* Tempe, Arizona, March 29-31. (2007)

- **Zacharia, Zach G.,** Nancy W. Nix, and Robert F. Lusch *"The Moderating Role of Absorptive Capability and Collaborative Communication in Organizational Learning"* University of Tennessee, Knoxville, TN, November 7, 2006.

- **Zacharia, Zach G.,** Nancy W. Nix, and Robert F. Lusch *"The Moderating Role of Absorptive Capability and Collaborative Communication in Knowledge Acquisition"* DFWCSMP Roundtable meeting, Dallas, TX, October 12, 2006.

- **Zacharia, Zach G.,** *"Early Supplier Involvement"* National Council for Advanced Manufacturing, Washington, MD, June 7, 2006.

- **Zacharia, Zach G.,** Nancy W. Nix, and Robert F. Lusch *"Keys to Effective Supply Chain Collaboration and Knowledge Acquisition"* National Council for Advanced Manufacturing, Washington, MD, June 7, 2006.

- **Zacharia, Zach G.,** Nancy W. Nix, and Robert F. Lusch *"Keys to Effective Supply Chain Collaboration"* Supplier Network Working Group Meeting, Fort Worth, TX March 16, 2006.

- **Zacharia, Zach G.,** Nancy W. Nix, and Robert F. Lusch *"Keys to Effective Supply Chain Collaboration"* Institute of Supply Management Group Meeting, Fort Worth, Texas, January 3, 2006.

- **Zacharia, Zach G.** "Team Based Learning in MBA and Undergraduate Supply Chain Management Classes" *16th North American Teaching and Research Conference,* Tempe, Arizona, March 17-19. (2005)

- Nix, Nancy W., **Zach G. Zacharia** and Robert F. Lusch "Keys to Effective Supply Chain Collaboration" *16th North American Teaching and Research Conference,* Tempe, Arizona, March 17-19. (2005)

- **Zacharia, Zach G.,** *"Education Strategies"* Council of Logistics Roundtable Leadership Forum, Chicago, Illinois, June 11-12, 2004.
- **Zacharia, Zach G.,** and Nancy W. Nix, *"Supply Chain Collaboration – The role of a 3PL intermediary"* Society of Marketing Advances, New Orleans, Louisiana, November 6 - 8, 2003.
- **Zacharia, Zach G.,** Nancy W. Nix, and Robert F. Lusch *"Collaboration Effectiveness in the Supply Chain: A Knowledge and Capabilities Based Approach"* American Marketing Faculty Consortium, Dallas, Texas, October 30-November 2, 2003.

- **Zacharia, Zach G.,** *"What does it mean to be an education officer in your roundtable?"* Council of Logistics Roundtable Leadership Forum, Chicago, Illinois, June 6-7, 2003.
- Nix, Nancy W. and **Zach G. Zacharia**, Track Chairs "*Going Beyond the Hype: Getting and Measuring the Value from your Supply Chain Initiatives"* Council of Logistics Management Conference, Chicago, Illinois, September 23-27, 2003.
- **Zach G. Zacharia,** *Top 10 Truck Safety Recommendations*, Federal Motor Carrier Safety Administration, Washington, District of Columbia, October 16, 2002.
- **Zach G. Zacharia,** *Logistics Involvement in New Product Development*, University of Arkansas, Fayetteville, Arkansas, September 18, 2002.
- **Zach G. Zacharia,** "Supply and Value Chain Certificate Program" presented at the Supply and Value Chain Conference, Ft. Worth, Texas, February 8, 2002.
- **Zach G. Zacharia,** "*Tennessee Transportation Assistance Program*" presented at the Region 4 LTAP conference, St. Petersburg, Florida, May 16, 2001.

- **Zach G. Zacharia,** "*The Evolution and Growth of Production in the Supply Chain*", *2000 Society for Marketing Advances Conference*, Orlando, Florida, November 8. 2000.
- **Zach G. Zacharia,** and Soonhong Min "*The Nature of Interfirm Partnering in Supply Chain Management*" presented at American Marketing Association, Chicago, Illinois, August 5, 2000.
- **Zach G. Zacharia,** *"Searching the Internet and Web Page Design"* presented at University of Tennessee, Knoxville, Tennessee, April 17, 2000.

- **Zach G. Zacharia,** *"An Overview of Truck and Bus Safety: 1999 Knoxville Symposium* presented at the 4th International Fatigue Management Conference, Perth, Australia, March 19 – 22, 2000.
- **Zach G. Zacharia,** "*Traffic Safety and the Internet*" presented at the Governor Highway Safety Conference, Memphis, Tennessee, July 12-14, 1999.
- **Zach G. Zacharia,** "*Tennessee Transportation Assistance Program*" presented at the Asphalt Emulsion Users Conference, Nashville, Tennessee, November 19, 1998.
- **Zach G. Zacharia** and Barton R. Jennings "*The Use of Active Participation and Group Competition to Facilitate Training and Technology Transfer for Adult Learners*" Transportation Research Board Conference, Washington, District of Columbia, January 10-14, 1998.
- **Zach G. Zacharia,** "*Training Requirements for Local Governments*" presented at the National Transportation Training Conference, Reno, Nevada, October 7-9, 1997.
- **Zach G. Zacharia,** "*Logistics Thought: Key Messages and Implications from the Field of Marketing*," presented at the Council of Logistics Management Doctoral Symposium, Chicago, Illinois, October 3-4, 1997.
- **Zach G. Zacharia,** "*Navigating the Internet*" presented at the Southeast Local Roads Conference, Biloxi, Mississippi, September 24-26, 1997.
- **Zach G. Zacharia,** "*Bridge Paint Expert Systems,"* presented at the Second International Organization for Economic Cooperation and Development (OECD) Conference on Knowledge Based Expert Systems in Transportation, Montreal, Canada, June 14-16, 1992.

G. Teaching and Research Advising

COURSES:

Lehigh University (2008 – Present)

- SCM 186 - Supply Chain Management and Operations (Undergraduate 2008 - present)
- SCM 354 - Logistics and Transportation (Undergraduate 2008-present)
- GBUS 453 – Logistics and Transportation (Graduate 2013 – present)
- GBUS 492- Supply Chain Management Strategy (Graduate 2010- 2015) (Summer Course)
- Advising 14 Supply Chain Management Majors (2021)
- Advising 11 Supply Chain Management Majors (2020)
- Advising 21 Supply Chain Management Majors (2019)
- Advising 5 Supply Chain Management Majors (2018)
- Advising 24 Supply Chain Management Majors (2017)

- Advising 9 Supply Chain Management Majors (2016)
- Advising 27 Supply Chain Management Majors (2015)
- Advising 28 Supply Chain Management Majors (2014)
- Advising 24 Supply Chain Management Majors (2013)
- Advising 9 Supply Chain Management Majors (2012)
- Advising 10 Supply Chain Management Majors (2011)
- Advising 13 Supply Chain Management Majors (2010)
- Advising 6 Supply Chain Management Majors (2009)

Texas Christian University (2001 – 2008)

- Strategic Sourcing and Procurement (Professional MBA) 2007
- Business Simulation (Professional MBA) 2007
- Supply Chain Management Concepts (Full-Time MBA) 2005 – 2008
- Supply Chain Management Concepts (Professional MBA) 2001– 2008
- Logistics and Transportation (Professional MBA) 2001 - 2008
- Supply Chain Tools and Technologies (Professional MBA) 2002
- Logistics and Transportation (Undergraduate) 2001 - 2008
- Supply Chain Management Concepts (Undergraduate) 2003 – 2004
- Supply Chain Tools and Technologies (Undergraduate) 2003
- Procurement and Supply Management (Undergraduate) 2003

University of Tennessee (1996-2001)

- Introduction to Transportation (Undergraduate) Summer 1998
- Introduction to Logistics (Undergraduate) Summer 1999
- Marketing Management (Undergraduate) Spring 2000
- Global Logistics and Transportation (Undergraduate) Summer 2000

H. SERVICE

University

Faculty Compensation Committee (2016 – 2019)

College

Director, Center for Supply Chain Research Lehigh
Promotion and Tenure Committee (2021 – onwards)
Chair, Database and Software Committee (2018 – onwards)
Ph.D. Task Force (2017)
Undergraduate Core Curriculum Committee (2016)
Math Committee to Assess Assessment Results (2010)

Department

BIS Assistant Professor Search Chair – Tenure Track (2021-2021)
SCM Assistant Professor Search Chair – Tenure Track (2020-2020)
DATA Department Chair Search – Tenure Track (2019-2019)
SCM Assistant Professor Search Chair – Tenure Track (2018-2018)

SCM POP Search Chair (2017-2017)
Research Seminar Committee (2010-2011)
SCM Club Faculty Liaison (2009-2019)

Professional (Council of Supply Chain Management Professionals)

Education Committee Member -Lehigh Valley Roundtable (2015-onwards)
President – Lehigh Valley Roundtable (2012-2015)
Education Conference Chair (2010 – 2011)
Education Strategies Committee Member (2007 – 3-year term)
Case Editor (3-year term)
President – Dallas Roundtable (2007-2008)
Vice President – Dallas Roundtable (2006-2007)
Education chair – Dallas Roundtable (2004-2006)
Member (1999 – onwards)

External Service

Rockefeller Group – Expert Service Consulting (Jan 2020)

Exhibit B - Eligibility Criteria: Work Records

ICADO- INSTITUTO GAST RO DIGESTIVO E OBESIDADE DO MARANHAO LTDA
Rua de São Pantaleão, 1131, Madre Deus, São Luís-MA, CEP: 65.0 15-615
CNPJ 11.206.798/0001-49

July 9, 2026

U.S. Citizenship and Immigration Services (USCIS)

RE: Certification of Active and Continuous Medical Practice — Dr. Yglésio Luciano Moyses Silva de Souza

To Whom It May Concern:

My name is Roger Moura de Brito, M.D., CRM-MA 5661, and I serve as the physician responsible for the preparation, supervision, and validation of medical duty schedules and the technical oversight of physicians providing services through Instituto Gastro Digestivo e Obesidade do Maranhão Ltda. (ICADO), CNPJ No. 11.206.798/0001-49, a medical services company specializing in digestive surgical care that provides outsourced physician services to multiple hospital facilities across the State of Maranhão.

I provide this statement in my professional and institutional capacity regarding Dr. Yglésio Luciano Moyses Silva de Souza. The statements below are based on my direct knowledge of the medical schedules, institutional service records, and professional activities maintained by ICADO.

Based on the company's official records, Dr. Souza has provided medical and surgical services through ICADO since 2011, and his professional relationship with the company remains active and ongoing as of the date of this letter. He continues to be included in the medical schedules coordinated and supervised by me.

Dr. Souza's professional activities include general and digestive surgery, evaluation and management of patients with gastrointestinal and obesity-related conditions, including cases involving metabolic disease and surgical complexity consistent with his subspecialty training, participation in surgical care, and other services within his medical qualifications and institutional assignments.

During 2024, 2025, and 2026, Dr. Souza has continued to provide professional medical services on a consistent basis, adjusted to accommodate his concurrent public-service obligations, according to institutional demand and his availability. His clinical activities have continued concurrently with his legislative service and were not terminated or replaced by his public office.

I specifically confirm that Dr. Souza remains an active practicing physician and surgeon. His inclusion in the medical schedules and his performance of professional services are documented in the company's scheduling, service, and payment records, which may be produced upon request.

This letter is intended to certify the continuity of Dr. Souza's medical practice and his current professional activity. It is not based on friendship, family relationship, political affiliation, or any private interest. It reflects my direct institutional knowledge and the official records under my supervision.

Should USCIS require additional clarification or supporting documentation, I remain available to confirm the contents of this statement.

Sincerely,

Roger Moura de Brito

Roger Moura de Brito, M.D.
CRM-MA 5661
Physician Responsible for Medical Scheduling and Technical Oversight
Instituto Gastro Digestivo e Obesidade do Maranhão Ltda. — ICADO
Email: dr.rogermoura@gmail.com. Phone: +55 98 98888-5661

CFM

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CARTEIRA DE IDENTIDADE MÉDICA



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Valid

March 27, 2026

U.S. Citizenship and Immigration Services (USCIS)

To Whom It May Concern:

My name is Leoberth Araujo, and I serve as Technical Director of Hospital Dr. Tarquínio Lopes Filho, located in São Luís, Maranhão, Brazil.

I write in my professional and institutional capacity regarding Dr. Yglésio Luciano Moyses Silva de Souza, specifically with respect to his professional role, technical profile, and compensation in connection with the medical services he rendered at our institution during calendar year 2025.

At the outset, I wish to make clear that my relationship with Dr. Souza is strictly professional and institutional. We do not have a personal friendship, family relationship, or any private business relationship outside the scope of his professional medical activities. The statements in this letter are based solely on my direct knowledge of his work, responsibilities, technical abilities, and professional standing within the hospital environment.

Based on my direct observation and professional knowledge, Dr. Souza is a reference physician in thoracoscopic esophageal surgery and advanced gastric procedures. He has demonstrated a level of technical expertise and surgical capability that distinguishes him from other physicians in the same specialty. To my knowledge, he was the first physician in the State of Maranhão to perform a thoracoscopic esophagectomy more than a decade ago, which, in my view, reflects the advanced nature of his surgical training and practice.

His work at Hospital Dr. Tarquínio Lopes Filho was not limited to routine clinical activities. It involved high-complexity surgical procedures, advanced technical judgment, and responsibilities of a technical and leadership nature. He was regarded within the institution as a physician capable of performing demanding procedures requiring differentiated expertise, particularly in esophageal and advanced gastric surgery.

Within our institutional reality, during calendar year 2025, the gross monthly compensation ordinarily received by other digestive surgeons at the hospital was approximately R$ 20,000.00. By contrast, Dr. Souza's gross monthly compensation at this institution during calendar year 2025 reached approximately R$ 40,000.00 per month.

In my professional judgment, this higher compensation was justified by objective professional factors. In particular, Dr. Souza's Ph.D.-level academic training, combined with his advanced technical quality as a surgeon, placed him in a differentiated professional position within the institution. His compensation was therefore above the level ordinarily paid to comparable physicians because of his qualifications, technical capability, and the complexity of the services he performed, rather than for any personal or non-professional reason.

I further confirm that, pursuant to a contractual update applicable this year, Dr. Souza is expected to receive a 6.5% increase in his compensation. In my view, this adjustment is consistent with the institution's continued recognition of his technical qualifications, academic background, and the value of the professional services he provides.

I provide this statement solely as a professional and institutional assessment. It is not based on friendship, personal loyalty, or any non-professional consideration. Rather, it reflects my direct knowledge of Dr. Souza's work and responsibilities in the hospital setting.

Should additional clarification be required, I remain available to confirm the contents of this letter.

Sincerely,

Leoberth Araujo
Technical Director
CRM-MA 8121
Hospital Dr. Tarquínio Lopes Filho
São Luís, Maranhão, Brazil
Email: dr.leoberth@gmail.com
Phone: +55 98 98415-4474

gov.br
Documento assinado digitalmente
LEOBERTH SILVA ARAUJO
Data: 27/03/2026 17:58:24-0300
Verifique em https://validar.iti.gov.br

D.O. SÃO LUÍS

Official Gazette of the City

YEAR XXXIII – SÃO LUÍS, 01/24/2013 | No. 17 | TODAY'S EDITION 24 Pages

MUNICIPAL SECRETARIAT OF GOVERNMENT

The MAYOR OF SÃO LUIS, in the exercise of his legal duties and following Article 91, Section I, paragraph "b" of the Municipal Organic Law,

RESOLVES

To APPOINT YGLÉSIO LUCIANO MOYSES SILVA DE SOUZA to the commissioned position, code DAS-1, as General Director of the Djalma Marques Municipal Hospital (Socorrão I).

PALÁCIO DE LA RAVARDIÈRE, SÃO LUÍS, January 7, 2013, 192nd year of Independence and 125th of the Republic.

Edivaldo de Holanda Braga Junior
Mayor

Rodrigo dos Santos Marques
Secretary of Government

O PREFEITO MUNICIPAL DE SÃO LUÍS, no uso [illegible]

RESOLVE:

NOMEAR ALESSANDRE AUGUSTO GOMES ALVES, para exercer o cargo em comissão, símbolo DAS-2, da Diretor da Divisão de Traumato Ortopedia do Hospital Municipal Djalma Marques (Socorrão I).

PALÁCIO DE LA RAVARDIÈRE, EM SÃO LUÍS, EM DE JANEIRO DE 2013, 192º DA INDEPENDÊNCIA E 125º DA REPÚBLICA.

Edivaldo de Holanda Braga Junior
Prefeito

Rodrigo dos Santos Marques
Secretário de Governo

O PREFEITO MUNICIPAL DE SÃO LUÍS, no uso [illegible]

RESOLVE:

NOMEAR PATRICIA ABREU DE CASTRO, para exercer o cargo em comissão, símbolo DAS-2, da Diretor da Divisão de Urgência Pediátrica do Hospital Municipal Djalma Marques (Socorrão I).

PALÁCIO DE LA RAVARDIÈRE, EM SÃO LUÍS, EM DE JANEIRO DE 2013, 192º DA INDEPENDÊNCIA E 125º DA REPÚBLICA.

Edivaldo de Holanda Braga Junior
Prefeito

Rodrigo dos Santos Marques
Secretário de Governo

I, Marina Viana Silva, certify that I, a qualified translator fluent in both languages, have performed the professional translation of this document from Portuguese to English and that the following is an accurate and complete translation of the document.

Marina Viana **Date: May 16, 2025.**

D.O. SÃO LUÍS
Diário Oficial do Município

ANO XXXIII - SÃO LUÍS, 24/01/2013 | Nº 17 | EDIÇÃO DE HOJE 24 Páginas

SECRETARIA MUNICIPAL DE GOVERNO

O PREFEITO MUNICIPAL DE SÃO LUIS, no uso de suas atribuições legais, e de acordo com o disposto no art. 91, inciso I, alínea "b" da Lei Orgânica do Município.

RESOLVE:

NOMEAR YGLÉSIO LUCIANO MOYSES SILVA DE SOUZA, para exercer o cargo em comissão, símbolo DAS-1, de Diretor Geral do Hospital Municipal Djalma Marques (Socorrão I).

PALÁCIO DE LA RAVARDIÈRE, EM SÃO LUÍS, 07 DE JANEIRO DE 2013, 192º DA INDEPENDÊNCIA E 125º DA REPÚBLICA.

Edivaldo de Holanda Braga Junior
Prefeito

Rodrigo dos Santos Marques
Secretário de Governo

O PREFEITO MUNICIPAL DE SÃO LUIS, no uso de suas atribuições legais, e de acordo com o disposto no art. 91, inciso I, alínea "b" da Lei Orgânica do Município.

RESOLVE:

NOMEAR ALEXANDRE AUGUSTO GOMES ALVES, para exercer o cargo em comissão, símbolo DAI-2, de Diretor da Divisão de Terapia Intensiva do Hospital Municipal Djalma Marques (Socorrão I).

PALÁCIO DE LA RAVARDIÈRE, EM SÃO LUÍS, 04 DE JANEIRO DE 2013, 192º DA INDEPENDÊNCIA E 125º DA REPÚBLICA.

Edivaldo de Holanda Braga Junior
Prefeito

Rodrigo dos Santos Marques
Secretário de Governo

O PREFEITO MUNICIPAL DE SÃO LUIS, no uso de suas atribuições legais, e de acordo com o disposto no art. 91, inciso I, alínea "b" da Lei Orgânica do Município.

RESOLVE:

NOMEAR ANA CAROLINE RIBEIRO DA SILVA SERRA, para exercer o cargo em comissão, símbolo DAI-2, de Diretor da Divisão de Urgência de Adulto do Hospital Municipal Djalma Marques (Socorrão I).

PALÁCIO DE LA RAVARDIÈRE, EM SÃO LUÍS, 04 DE JANEIRO DE 2013, 192º DA INDEPENDÊNCIA E 125º DA REPÚBLICA.

Edivaldo de Holanda Braga Junior
Prefeito

Rodrigo dos Santos Marques
Secretário de Governo

O PREFEITO MUNICIPAL DE SÃO LUIS, no uso de suas atribuições legais, e de acordo com o disposto no art. 91, inciso I, alínea "b" da Lei Orgânica do Município.

RESOLVE:

NOMEAR PATRICIA ABREU DE CASTRO, para exercer o cargo em comissão, símbolo DAI-2, de Diretor da Divisão de Urgência Pediátrica do Hospital Municipal Djalma Marques (Socorrão I).

PALÁCIO DE LA RAVARDIÈRE, EM SÃO LUÍS, 04 DE JANEIRO DE 2013, 192º DA INDEPENDÊNCIA E 125º DA REPÚBLICA.

Edivaldo de Holanda Braga Junior
Prefeito

Rodrigo dos Santos Marques
Secretário de Governo

Viver o Maranhão é descobrir o melhor da nossa terra.
CONHEÇA O TRABALHO DA ASSEMBLEIA LEGISLATIVA DO MARANHÃO

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Tagged Socorrão I , Yglésio Moyses Leave a Comment

Ministry of Health recognizes Yglésio Moyses' commitment to Socorrão I

Editorial Staff August 1, 2013

On the morning of this Wednesday, the 31st, a team from the Ministry of Health (MS) was at the Djalma Marques Municipal Hospital (Socorrão I) to carry out a new inspection.

The Ministry of Health's Network Coordinator, Alberto Fagundes, highlighted the improvements made by the City of São Luís to the physical and administrative structure of the health center.

Yglésio Moyses' work is recognized even by hospital patients

Yglésio Moyses' work is recognized even by hospital patients

Earlier this year, a technical team from the Ministry of Health visited the hospital to assess the conditions at the state's main public emergency hospital. At the time, improvements to Socorrão I were identified.

During this new team visit, just over six months later, the hospital's progress was recognized. ***"We saw significant progress in the structure of reception, social assistance, risk assessment, and other areas of the hospital,"*** stated Alberto Fagundes.

The general director of Djalma Marques Hospital, Yglésio Moyses, welcomed the news. ***"We're working very hard here at Socorrão I. Mayor Edivaldo Holanda Júnior and***

Secretary César Felix have provided all the necessary conditions to bring significant improvements to the population," he stated.

Advances also highlighted biometric patient registration, the installation of electronic medical records, new access for visitors to hospitalized patients, a better division of the yellow and red axis, among others.

The Ministry of Health's Network Coordinator also drew attention to the implementation of the endoscopy and laparoscopic surgery service, which will take place in the coming days.

Alberto Fagundes also checked and inspected the technical project that plans to increase the number of ICU beds at Socorrão I, which will have 22 beds.

"There is a significant change in patient care. One of the biggest problems was the separation of the red and yellow axis, where patients are classified according to the severity of their condition upon arrival at the hospital," said Alberto Fagundes.

Yglésio Moyses stated that the improvements cited by the Ministry of Health technician were the result of administrative and structural adjustments at the hospital, without requiring excessive expenditures. "With ongoing dialogue between the Socorrão I departments and the Health Department, we have improved the quality of our care for the population," he said.

Previous: Secretary secures salary increase for teachers in Buriticupu

Next: Sarney is doing well at night and remains hospitalized at the Sírio-Libanês hospital

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PREFEITURA DE SÃO LUÍS POR UMA CIDADE MELHOR

BUSCA WHAT ARE YOU LOOKING FOR?

News

APR 02

April 2, 2025

Hospital Socorrão I receives national recognition for excellence in the ICU

TO SHARE

Normal 1

São Luís celebrates a historic milestone in public health. Djalma Marques Municipal Hospital (Socorrão I) has been recognized as one of the most efficient ICUs in Brazil, becoming the first unit in the municipal network to receive this certification. The seal was granted by the Brazilian Association of Intensive Care Medicine (AMIB) and Epimed Solutions, institutions that evaluate quality and performance criteria in Intensive Care Units nationwide.

Health Secretary Ana Carolina Mitri highlighted the importance of this recognition, which culminates work begun three years ago with the implementation of a quality plan for the ICU.

"Today, we've achieved a dream that began three years ago, when we launched our quality plan. For the first time, an ICU in the municipal network has received this seal. In Maranhão, only the Carlos Macieira and UDI hospitals had previously been recognized. Now, Socorrão I joins this select group, an achievement that reinforces our commitment to excellence in public care."

The secretary also emphasized that this achievement is not only due to technology or investments in cutting-edge equipment, but mainly to the daily efforts of health professionals.

"A certified ICU isn't just about technology or expensive resources, but also about committed people. This seal belongs to each professional who tirelessly dedicates themselves to ensuring quality, safety, and continuous process improvement within the unit," emphasized the head of Semus.

The certification is the result of a collaborative effort involving doctors, nurses, physiotherapists, a multidisciplinary team, and the hospital management, who have always believed in and supported this project.

With this recognition, São Luís reinforces its position on the national stage as a reference in public health, guaranteeing increasingly qualified care to the population.

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Associated Secretariats





LATEST NEWS
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With a focus on inclusion and quality, Mayor Eduardo Braide delivers a school in Vila Maranhão

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ZIP Code: 65010-904

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11/11/2013 15:36 - Updated on 11/11/2013 15:59

The management of Socorrão I hospital attributes the lack of food to terminated contracts.

In a statement, Yglesio Moyses says the situation is "exceptional and an emergency."
Contracts must undergo an audit due to indications of irregularities.

From G1 MA

FACEBOOK

The management of the Djalma Marques Municipal Hospital (Socorrão I) sent a clarification note to the press, in the early afternoon of this Friday (11), regarding the food donation campaign started by the Hospital's director, Yglesio Moyses, through social networks, in which it states that the food and materials provided on an emergency basis by the State Government have already run out and there has been no continuation of the supply.

According to the statement, "virtually all contracts for the supply of food and supplies to the Municipal Health Department (Semus) are terminated or require audit due to evidence of irregularities, an extreme situation that demands a minimum legal timeframe for its resolution."

The director of the Djalma Marques Hospital classified the situation as "exceptional, emergency, voluntary, and temporary." According to Yglesio Moyses, new channels of dialogue are being opened with the State Government and the Ministry of Health, aiming for the full resumption of services.

The donated food is being evaluated by the Health Surveillance and the nutrition team of the HMDM, in addition to being supervised by the Municipal Comptroller's Office.

Learn more

Director of 'Socorrão I' hospital makes appeal for donations online in São Luís.

Following an appeal, Hospital Socorrão I begins receiving donated food.

Mayor declares state of emergency in São Luís' health system.

Donor

George Anrais, a federal prosecutor for the Attorney General's Office, was one of the food donors to the Djalma Marques Municipal Hospital. He, who is on vacation in São Luís, sent 50 kg of rice to the health unit. "I am familiar with the handling of bidding processes and contracts. In an emergency situation, even with the waiver of bidding, this food will only be delivered within 15 days, as the administration is obliged to seek at least three proposals from suppliers. It's the bidding law. The patients need the food now. That's why I acted this way," he explained.

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Community leader found dead in a village in Codó, MA.

25/12/2015



In Caxias, residents of the João Viana neighborhood are suffering from a lack of water

25/12/2015



Check out the leisure options on the cultural agenda in São Luís.

25/12/2015



The FM+30 exhibition will be on display in São Luís until February.

25/12/2015

FACEBOOK TWITTER

LINK

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Phone: (98) 3272-8000 - https://www.ufma.br

Declaration No. 1424264/2025/ FUMA/OEA/CCBS/UFMA/DA/CCBS/DEMOR/CCBS

Process No. 23115.022329/2023-34

Interested Party: DEPARTMENT OF MORPHOLOGY/CCBS

I hereby declare, for all due purposes, that **Professor Dr. YGLÉSIO LUCIANO MOYSÉS SILVA DE SOUZA, SIAPE registration number 1814622**, performed his duties with diligence and dedication as a Professor of Higher Education at the Department of Morphology of the Center for Biological and Health Sciences at the Federal University of Maranhão, during the period from 09/09/2010, to 08/03/2015.

Sincerely,

Electronically signed by **DIOGO SOUZA FERREIRA RUBIM DE ASSIS**, **Head**, on 04/11/2025, at 07:51 AM (official Brasília time), pursuant to Law No. 14,063, of September 23, 2020.

The authenticity of this document can be verified at https://sei.ufmg.br/sei/controlador_externo.php? acao=documento_conferir&id_orgao_acesso_externo=0, by entering the verification code **1424264** and CRC code **558E2BD0**.

Reference: Process No. 23115.022329/2023-34 SEI No. 1424264

FUMA - Foundation of the Federal University of Maranhão
OEA - Executing Body of Activities
CCBS - Center for Biological and Health Sciences
UFMA - Federal University of Maranhão
DA - Administrative Directorate
DEMOR - Department of Morphology
SIAPE - Integrated Personnel Administration System
SEI - Electronic Information System

I, Carolina Favero da Silva, 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 22, 2025.

UNIVERSIDADE FEDERAL DO MARANHÃO
Av. dos Portugueses, 1966, - Bairro Vila Bacanga, São Luís/MA, CEP 65080-805
Telefone: (98) 3272-8000 - https://www.ufma.br

Declaração nº 1424264/2025/FUMA/OEA/CCBS/UFMA/DA/CCBS/DEMOR/CCBS

Processo nº 23115.022329/2023-34

Interessado: DEPARTAMENTO DE MORFOLOGIA/CCBS

Declaro, para os devidos fins, que **o Professor Dr. YGLÉSIO LUCIANO MOYSÉS SILVA DE SOUZA, matrícula SIAPE 1814622,** exerceu a função com zelo e dedicação de Professor do Magistério Superior no Departamento de Morfologia do Centro de Ciências Biológicas e da Saúde da Universidade Federal do Maranhão, no período de 09.09.2010 a 03.08.2015.

Atenciosamente,

Documento assinado eletronicamente por **DIOGO SOUZA FERREIRA RUBIM DE ASSIS**, **Chefe**, em 11/04/2025, às 07:51, conforme horário oficial de Brasília, com fundamento na Lei nº14.063, de 23 de setembro de 2020.

A autenticidade deste documento pode ser conferida no site https://sei.ufma.br/sei/controlador_externo.php?acao=documento_conferir&id_orgao_acesso_externo=0, informando o código verificador **1424264** e o código CRC **558E2BD0**.

Referência: Processo nº 23115.022329/2023-34 SEI nº 1424264

CEUMA HIGHER EDUCATION ASSOCIATION – RENASCENÇA
Rua dos Castanheiros, No. 01, Jardim Renascença, MA
CITY: SÃO LUÍS, ZIP CODE: 65.075-120
CNPJ: 23.689.763/0003-59

DECLARATION OF TEACHING HOURS FOR COURSE INSTRUCTION

Employee:	002899 – YGLÉSIO LUCIANO MOYSÉS SILVA DE SOUZA
CPF:	83246100306
Employment Record Book:	88342. 0021
Position:	PROFESSOR
Status:	Terminated
Section:	01 01.01 09.06.032 – RENASCENÇA – UNDERGRADUATE PROGRAM – MEDICINE

We hereby declare, for all due purposes, that the above-mentioned employee was part of our faculty from **March 19, 2010** to **December 17, 2018**, during which time he held the position of Professor, teaching the following courses and activities:

PROGRAM	ACTIVITY/COURSE	YEAR/TERM	HOURS
MEDICINE	MANDATORY INTERNSHIP IV OPTIONAL ROTATING	2012/2, 2018/1	240
MEDICINE	MANDATORY ROTATING INTERNSHIP I ADULT HEALTH CARE	2015/2	240
MEDICINE	MANDATORY ROTATING INTERNSHIP II WOMEN'S HEALTH CARE	2015/2, 2016/2, 2018/1, 2018/2	250
MEDICINE	MANDATORY ROTATING INTERNSHIP II ADULT HEALTH CARE	2015/1	250
MEDICINE	MEDICAL SKILLS VIII	2018/1, 2018/2	160
MEDICINE	SKILLS V	2010/1, 2011/1	288
MEDICINE	SKILLS VI	2011/1	288
MEDICINE	SKILLS VII	2010/2, 2011/2, 2012/1, 2014/1, 2014/2, 2015/1, 2015/2	360
MEDICINE	SKILLS VIII	2010/2, 2011/1, 2011/2, 2012/1, 2012/2, 2013/1, 2013/2, 2014/1, 2014/2, 2015/1, 2015/2, 2016/1, 2016/2, 2017/1, 2017/2	160
MEDICINE	UNDERGRADUATE THESIS	2010/1, 2011/1, 2015/1	40

São Luís – MA, April 14, 2025.

-----// signature //-----
Ronayck Marques Garcia
Enrollment No.: 005825
CEUMA University

_____

CEUMA HIGHER EDUCATION ASSOCIATION – RENASCENÇA
CNPJ: 23.689.763/0003-59

I, Raphael Michels Fantinato de Moura, 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.

Raphael Michels Fantinato de Moura. **Date: May 22, 2025.**

CEUMA ASSOCIAÇÃO DE ENSINO SUPERIOR - RENASCENÇA
Rua dos Castanheiros, Nº 01, Jardim Renascença, MA
CIDADE: SÃO LUÍS, CEP: 65.075-120
CNPJ: 23.689.763/0003-59

DECLARAÇÃO DE CARGA HORÁRIA DOCENTE DE DISCIPLINA

Funcionário (a):	002899 - YGLESIO LUCIANO MOYSES SILVA DE SOUZA
CPF:	83246100306
CTPS:	88342. 0021
Função:	PROFESSOR (A)
Situação:	Demitido
Seção:	01.01.01.09.06.032 - RENASCENCA - GRA - MEDICINA

Declaramos, para os devidos fins, que o empregado acima citado foi nosso funcionário do período de **19/03/2010** até **17/12/2018,** onde exerceu a função de Professor(a), ministrando a(s) seguinte(s) atividade(s) e disciplina(s):

Curso	Atividade / Disciplina	Ano / Semestre	CH
MEDICINA	ESTAGIO OBRIGATORIO IV ROTATIVO OPCIONAL	2012/2, 2018/1	240
MEDICINA	ESTAGIO OBRIGATORIO ROTATIVO I CUIDADO EM SAUDE DA ADULTO	2015/2	240
MEDICINA	ESTAGIO OBRIGATORIO ROTATIVO II CUIDADO EM SAUDE DA MULHER	2015/2, 2016/2, 2018/1, 2018/2	250
MEDICINA	ESTAGIO OBRIGATORIO ROTATIVO II CUIDADO EM SAUDE DO ADULTO	2015/1	250
MEDICINA	HABILIDADES MEDICAS VIII	2018/1, 2018/2	160
MEDICINA	HABILIDADES V	2010/1, 2011/1	288
MEDICINA	HABILIDADES VI	2011/1	288
MEDICINA	HABILIDADES VII	2010/2, 2011/2, 2012/1, 2014/1, 2014/2, 2015/1, 2015/2	360
MEDICINA	HABILIDADES VIII	2010/2, 2011/1, 2011/2, 2012/1, 2012/2, 2013/1, 2013/2, 2014/1, 2014/2, 2015/1, 2015/2, 2016/1, 2016/2, 2017/1, 2017/2	160
MEDICINA	TRABALHO DE CONCLUSÃO DE CURSO	2010/1, 2011/1, 2015/1	40

São Luís, 14 de Abril de 2025

Ronaycla Marques Garcia
Mat. 005825
Universidade CEUMA

CEUMA ASSOCIAÇÃO DE ENSINO SUPERIOR - RENASCENÇA
23.689.763/0003-59

CEUMA HIGHER EDUCATION ASSOCIATION – RENASCENÇA
Rua dos Castanheiros, No. 01, Jardim Renascença, MA
CITY: SÃO LUÍS, ZIP CODE: 65.075-120
CNPJ: 23.689.763/0003-59

PROFESSIONAL EXPERIENCE VERIFICATION CERTIFICATE

We hereby declare, for all due purposes, that **Prof. Dr. YGLÉSIO LUCIANO SILVA DE SOUZA** was invited to serve as a member of the examining committees for the following topics, as already stated in individual declarations.

- THERAPEUTIC TARGETS OF ACUTE KIDNEY INJURY IN SEPTIC PATIENTS: A LITERATURE REVIEW – STUDENT: LORENA CRUZ COELHO DE SOUSA

- PROSPECTIVE DOUBLE-BLIND STUDY WITH TRANSCRANIAL MAGNETIC STIMULATION AS ADJUVANT TREATMENT FOR DEPRESSION – STUDENT: LUDMILA BACELAR PALHANO

- ASSESSMENT OF COMPLICATIONS RELATED TO ENDOSCOPIC RETROGRADE CHOLANGIOPANCREATOGRAPHY IN A PRIVATE CLINIC IN SÃO LUÍS, MA – STUDENT: LINDOMAR DE MOURA BARBOSA FILHO

- EPIDEMIOLOGICAL PROFILE OF LOWER LIMB AMPUTATIONS IN DIABETIC PATIENTS IN AN EMERGENCY HOSPITAL – STUDENT: VANESSA LISBOA TELES

- PREVALENCE OF RISK FACTORS FOR OBSTRUCTIVE SLEEP APNEA SYNDROME IN BUS DRIVERS – STUDENT: GIULIANA BALLUZ DA CUNHA SANTOS ARÔSO

- PRE- AND POSTOPERATIVE ASSESSMENT OF RENAL FUNCTION IN PATIENTS UNDERGOING ROUX-EN-Y GASTRIC BYPASS BY VIDEO LAPAROSCOPY – STUDENT: ERIKA VERONESI CAMILO

- CRITICAL ANALYSIS OF THE EPIDEMIOLOGICAL PROFILE OF EMERGENCY ROOM HOSPITALIZATIONS IN 2014 – THE PROFILE OF THE CAPITAL – STUDENT: BRUNA PANDOLFO

- NUTRITIONAL THERAPY APPROACH IN PATIENTS WITH ACUTE PANCREATITIS – STUDENT: JOÃO FELIX DE ANDRADE NETO

- CRITICAL ANALYSIS OF THE EPIDEMIOLOGICAL PROFILE OF EMERGENCY ROOM HOSPITALIZATIONS IN 2014 – THE PROFILE OF THE CAPITAL – STUDENT: VANESSA COURAS REGADAS

- CLINICAL AND EPIDEMIOLOGICAL PROFILE OF PATIENTS WITH OBSTRUCTIVE ACUTE ABDOMEN IN A PUBLIC EMERGENCY HOSPITAL IN SÃO LUÍS, MA – STUDENT: PAOLO MENEZES MIRANDA

CEUMA HIGHER EDUCATION ASSOCIATION – RENASCENÇA
Rua dos Castanheiros, No. 01, Jardim Renascença, MA
CITY: SÃO LUÍS, ZIP CODE: 65.075-120
CNPJ: 23.689.763/0003-59

PROFESSIONAL EXPERIENCE VERIFICATION CERTIFICATE

- COLLOIDS VERSUS CRYSTALLOIDS IN SEPTIC PATIENTS: A LITERATURE REVIEW – STUDENT: HIAGO SOUSA BASTOS

- BRONCHIAL THERMOPLASTY IN ASTHMA – A SYSTEMATIC REVIEW – STUDENT: PATRÍCIA EDUARDO PORFIRIO DA SILVA

- EFFICACY OF SEDATION WITH DEXMEDETOMIDINE IN CRITICAL PATIENTS: A LITERATURE REVIEW – STUDENT: LUCIANA SOUSA SILVA

- IMPACT OF REALISTIC SIMULATION ON THE LEARNING OF MEDICAL STUDENTS – STUDENT: AUGUSTO GRANADO BOTTINO

- ASSESSMENT OF THE IMPACT OF REALISTIC SIMULATION IN THE TEACHING-LEARNING PROCESS OF MEDICAL STUDENTS – STUDENT: NATÁLIA NOBRE DE ALENCAR.

São Luís – MA, April 14, 2025.

-----// signature //-----
Felipe Henrique Pavão Almeida
Enrollment No.: 005640
CEUMA University

CEUMA HIGHER EDUCATION ASSOCIATION – RENASCENÇA
CNPJ: 23.689.763/0003-59

I, Raphael Michels Fantinato de Moura, 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.

Raphael Michels Fantinato de Moura. **Date: May 22, 2025.**

CEUMA ASSOCIAÇÃO DE ENSINO SUPERIOR - RENASCENÇA
Rua dos Castanheiros, Nº 01, Jardim Renascença, MA
CIDADE: SÃO LUÍS, CEP: 65.075-120
CNPJ: 23.689.763/0003-59

DECLARAÇÃO DE COMPROVAÇÃO DE EXPERIÊNCIA PROFISSIONAL

Declaramos para os devidos fins, que o **Prof. Dr. YGLÉSIO LUCIANO SILVA DE SOUZA** , foi convidado para participar das bancas examinadora, com os temas a seguir, conforme já enviado em declarações individuais.

· ALVOS TERAPÊUTICOS DA INJÚRIA RENAL AGUDA EM PACIENTES SÉPTICOS: REVISÃO DE LITERATURA- ALUNA: LORENA CRUZ COELHO DE SOUSA

· ESTUDO DUPLO CEDO PROSPECTIVO COM ESTIMULAÇÃO MAGNÉTICA TRANSCRANIANA NO TRATAMENTO COADJUVANTE DA DEPRESSÃO - ALUNA: LUDMILA BACELAR PALHANO

· AVALIAÇÃO DE COMPLICAÇÕES RELACIONADAS À COLANGIOPANCREATOGRAFIA RETRÓGRADAS ENDOSCÓPICA EM UMA CLÍNICA PARTICULAR DE SÃO LUÍS-MA- ALUNO: LINDOMAR DE MOURA BARBOSA FILHO

· PERFIL EPIDEMIOLÓGICO DE AMPUTAÇÃO DE MEMBROS INFERIORES EM PACIENTES DIABÉTICOS EM HOSPITAL DE URGÊNCIA E EMERGÊNCIA-ALUNA VANESSA LISBOA TELES

· PREVALÊNCIA DOS FATORES DE RISCO PARA SÍNDROME DA APNÉIA OBSTRUTIVA DO SONO EM MOTORISTAS DE ÔNIBUS- ALUNA GIULIANA BALLUZ DA CUNHA SANTOS ARÔSO

· AVALIAÇÃO PRÉ E PÓS OPERATÓRIO DA FUNÇÃO RENAL DOS PACIENTES SUBMETIDOS A BYPASS GÁSTRICO EM Y-DE-ROUX POR VÍDEO LAPAROSCOPIA- ALUNA: ERIKA VERONESI CAMILO

· ANÁLISE CRÍTICA DO PERFIL EPIDEMIOLÓGICO DA INTERNAÇÃO NO PRONTO SOCORRO NO ANO DE 2014 - O PERFIL DA CAPITAL- ALUNA: BRUNA PANDOLFO

·ABORDAGEM DA TERAPIA NUTRICIONAL EM PACIENTES COM PANCREATITE AGUDA- ALUNO: JOÃO FELIX DE ANDRADE NETO

· ANÁLISE CRÍTICA DO PERFIL EPIDEMIOLÓGICO DO ATENDIMENTO NO PRONTO SOCORRO NO ANO DE 2013-O PERFIL DA CAPITAL- ALUNA: VANESSA COURAS REGADAS

· PERFIL CLINICO-EPIDEMIOLOGICO DE PACIENTES COM ABDOME AGUDO OBSTRUTIVO EM UM HOSPITAL PÚBLICO DE EMERGENCIA DE SÃO LUIS-MA- ALUNO: PAOLO MENEZES MIRANDA

CEUMA ASSOCIAÇÃO DE ENSINO SUPERIOR - RENASCENÇA
Rua dos Castanheiros, Nº 01, Jardim Renascença, MA
CIDADE: SÃO LUÍS, CEP: 65.075-120
CNPJ: 23.689.763/0003-59

DECLARAÇÃO DE COMPROVAÇÃO DE EXPERIÊNCIA PROFISSIONAL

· COLÓIDES VERSUS CRISTALÓIDES EM PACIENTES SÉPTICOS: REVISÃO DE LITERATURA- ALUNO: HIAGO SOUSA BASTOS

· TERMOPLASTIA BRÔNQUICA NA ASMA - UMA REVISÃO SISTEMÁTICA- ALUNA: PATRÍCIA EDUARDO PORFIRIO DA SILVA

· EFICACIA DA SEDAÇÃO COM DEXMEDETOMIDINA EM PACIENTES CRÍTICOS: REVISÃO DE LITERATURA- ALUNA: LUCIANA SOUSA SILVA

· IMPACTO DA SIMULAÇÃO REALISTICA NO APRENDIZADO E ESTUDANTES DE MEDICINA- ALUNO: AUGUSTO GRANADO BOTTINO

· AVALIAÇÃO DO IMPACTO DA SIMULAÇÃO REALISTA NO PROCESSO ENSINO APRENDIZAGEM EM ESTUDANTES DE MEDICINA- ALUNA: NATÁLIA NOBRE DE ALENCAR.

São Luís - MA , 14 de abril de 2025

Felipe Henrique Pavão Almeida
Matrícula: 005640
Universidade CEUMA

CEUMA ASSOCIAÇÃO DE ENSINO SUPERIOR - RENASCENÇA
CNPJ: 23.689.763/0003-59

UNIVERSITY HOSPITAL OF THE FEDERAL UNIVERSITY OF MARANHÃO
Rua Barão de Itapary, No. 227 – Centro District, São Luís/MA, ZIP Code 65020-070
- http://huufma.ebserh.gov.br

Declaration - SEI

Process No. 23523.016969/2025-65

Interested Party: Medical Residency Committee

We hereby declare, for curricular verification purposes, that **YGLÉSIO LUCIANO MOYSES SILVA DE SOUZA** carried out **PRECEPTORSHIP** activities for the Medical Residency Program in the specialty of **GENERAL SURGERY** at the University Hospital of the Federal University of Maranhão, from **November 3, 2014, to June 5, 2018**, having demonstrated good performance during this period.

São Luís, date of electronic signature.

Prof. Dr. Sebastião Barreto de B. Filho **Dr. Waston Gonçalves Ribeiro**
Vice-Coordinator of COREME/HU-UFMA *Supervisor of the General Surgery Residency Program*

Document electronically signed by **Waston Goncalves Ribeiro**, **Physician**, on 04/10/2025, at 1:57 p.m., official Brasília time, pursuant to Article 6, caput, of Decree No. 8.539, of October 8, 2015.

Document electronically signed by **Sebastião Barreto de Brito Filho**, **Head of the Medical Team**, on 04/10/2025, at 2:08 p.m., official Brasília time, pursuant to Article 6, caput, of Decree No. 8.539, of October 8, 2015.

The authenticity of this document can be verified at https://sei.ebserh.gov.br/sei/controller_external.php?acao=documento_conferir&id_orgao_acesso_externo=0, by entering the verification code **48586220** and CRC code **01495646**.

Reference: Process No. 23523.016969/2025-65 SEI No. 48586220

COREME - Medical Residency Commission
EBSERH - Empresa Brasileira de Serviços Hospitalares
HU-UFMA - University Hospital of the Federal University of Maranhão
SEDE - Electronic System for External Documents
SEI - Electronic Information System

I, Carolina Favero da Silva, 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 22, 2025.

HOSPITAL UNIVERSITÁRIO DA UNIVERSIDADE FEDERAL DO MARANHÃO
Rua Barão de Itapary, nº 227 - Bairro Centro, São Luís/MA, CEP 65020-070
- http://huufma.ebserh.gov.br

Declaração - SEI

Processo nº 23523.016969/2025-65

Interessado: Comissão de Residência Médica

Declaramos para fins de comprovação curricular, que **YGLÉSIO LUCIANO MOYSES SILVA DE SOUZA**, desenvolveu atividades de **PRECEPTORIA** do Programa de Residência Médica na especialidade de **CIRURGIA GERAL** do Hospital Universitário da Universidade Federal do Maranhão**,** no período de **03 de novembro de 2014 a 05 de junho de 2018,** tendo realizado um bom desempenho durante esse período.

São Luís, data de assinatura eletrônica.

Prof. Dr. Sebastião Barreto de B. Filho **Dr. Waston Gonçalves Ribeiro**
Vice-Coordenador da COREME/HU-UFMA *Supervisor do PRM em Cirurgia Geral*

Documento assinado eletronicamente por **Waston Goncalves Ribeiro**, **Médico(a)**, em 10/04/2025, às 13:57, conforme horário oficial de Brasília, com fundamento no art. 6º, caput, do Decreto nº 8.539, de 8 de outubro de 2015.

Documento assinado eletronicamente por **Sebastiao Barreto de Brito Filho**, **Presidente da Equipe**, em 10/04/2025, às 14:08, conforme horário oficial de Brasília, com fundamento no art. 6º, caput, do Decreto nº 8.539, de 8 de outubro de 2015.

A autenticidade deste documento pode ser conferida no site https://sei.ebserh.gov.br/sei/controlador_externo.php?acao=documento_conferir&id_orgao_acesso_externo=0, informando o código verificador **48586220** e o código CRC **01495646**.

Referência: Processo nº 23523.016969/2025-65 SEI nº 48586220

STATE OF MARANHÃO
LEGISLATIVE ASSEMBLY OF MARANHÃO
ESTABLISHED ON FEBRUARY 16, 1835
LEGISLATIVE DIRECTORATE

DECLARATION

I hereby DECLARE, for all due purposes, that the Honorable Deputy Dr. Yglésio Moisés submitted, during the years 2019, 2020, 2021, 2022, 2023, 2024, and 2025, within the scope of the Legislative Assembly of the State of Maranhão, the following legislative proposals that were enacted into law, as described below:

LEGISLATIVE PROPOSALS INITIATED BY
DEPUTY Dr. YGLÉSIO
YEAR 2019

PROPOSAL	SUMMARY	FINAL STATUS
Bill No. 095/2019	Establishes the requirement for emergency buttons on public buses and provides other provisions.	Published in the Official Gazette No. 194, 10/10/2019 **Law No. 11.125, dated October 9, 2019**
Bill No. 250/2019	Establishes state guidelines for the implementation, by a multidisciplinary team, of palliative care for patients with life-threatening illnesses, ensuring comprehensive healthcare for these individuals and their families.	Published in the Official Gazette No. 191, 10/07/2019 **Law No. 11.123, dated October 7, 2019**
Bill No. 318/2019	Amends and adds provisions to Law No. 10.813 of March 20, 2018, which sets out state guidelines for encouraging, supporting, and promoting the local development of startups; renumbers the articles and provides other provisions.	Published in the Official Gazette No. 190, 10/04/2019 **Law No. 11.119, dated October 3, 2019**
Bill No. 375/2019	Establishes state guidelines for informational and palliative actions regarding fibromyalgia, and provides other provisions.	Published in the Official Gazette No. 226, 11/27/2019 **Law No. 11.177, dated November 26, 2019**
Bill No. 382/2019	Provides for the promotion of healthy eating and mandates the exclusion of ultra-processed and sugary foods in public and private schools within the State of Maranhão.	Published in the Official Gazette No. 242, 12/19/2019 **Law No. 11.196, dated December 19, 2019**

STATE OF MARANHÃO
LEGISLATIVE ASSEMBLY OF MARANHÃO
ESTABLISHED ON FEBRUARY 16, 1835
LEGISLATIVE DIRECTORATE

Bill No. 383/2019	Amends State Law No. 11.056 of 2019 by establishing priority service for diabetic patients in laboratories throughout the State of Maranhão.	Published in Official Gazette No. 048, 03/12/2020 **Law No. 11.219, dated March 12, 2020**
Bill No. 384/2019	Waives the requirement for stamps on prescriptions, medical reports, and certificates for the purchase of medications within the State of Maranhão, and provides other provisions.	Published in Official Gazette No. 061, 03/31/2020 **Law No. 11.248, dated March 31, 2020**
Bill No. 421/2019	Grants the City of São João dos Patos – MA the title of State Capital of Embroidery.	Published in Official Gazette No. 046, 03/10/2020 **Law No. 11.218, dated March 10, 2020**
Bill No. 522/2019	Prohibits the sale, import, and advertising of electronic cigarettes within the State of Maranhão.	Published in Official Gazette No. 062, 04/01/2020 **Law No. 11.253, dated April 1, 2020**
Bill No. 530/2019	Establishes state guidelines for informational and palliative actions concerning inflammatory bowel diseases and care for individuals living with these conditions, and provides other provisions.	Published in Official Gazette No. 194, 10/19/2020 **Law No. 11.364, dated October 19, 2020**
Bill No. 651/2019	Establishes state guidelines for informational and palliative actions regarding Rett Syndrome, and provides other provisions.	Published in Official Gazette No. 078, 04/27/2021 **Law No. 11.453, dated April 27, 2021**
Bill No. 656/2019	Provides for the public disclosure of the prohibition of electronic cigarettes and similar products in the State of Maranhão by commercial establishments that sell or distribute tobacco products.	Published in Official Gazette No. 183, 10/01/ 2020 **Law No. 11.345, dated September 29, 2020**

STATE OF MARANHÃO
LEGISLATIVE ASSEMBLY OF MARANHÃO
ESTABLISHED ON FEBRUARY 16, 1835
LEGISLATIVE DIRECTORATE

Bill No. 659/2019	Establishes the requirement for integrity programs in companies contracting with the public administration of the State of Maranhão and provides other provisions.	Legislative Assembly Bulletin (D. ALEMA) No. 075, 05/04/2021 **Law No. 11.463, dated May 4, 2021 Promulgated by the Legislative Assembly of Maranhão (ALEMA)**

LEGISLATIVE PROPOSALS INITIATED BY REPRESENTATIVE Dr. YGLÉSIO YEAR 2020

PROPOSAL	SUMMARY	FINAL STATUS
Bill No. 015/2020	Amends State Ordinary Law No. 11.091 of 2019, which provides for accessibility in portable chemical restrooms in the State of Maranhão.	Published in Official Gazette No. 222, 11/29/2021 **Law No. 11.596, dated November 29, 2021**
Bill No. 044/2020	Establishes the State Private Investigator Day.	Published in Official Gazette No. 183, 10/01/2020 **Law No. 11.348, dated September 29, 2020**
Bill No. 081/2020 – Ordinary Bill	SUSPENDS DEADLINES RELATED TO PUBLIC SERVICE ENTRANCE EXAMS DUE TO THE COVID-19 (CORONAVIRUS) PANDEMIC.	**Promulgated as Law No. 11.270/2020 Published in Official Gazette No. 100, 06/01/2020**
Bill No. 099/2020	Establishes guidelines to address the state of public calamity resulting from the COVID-19 (coronavirus) pandemic within the State of Maranhão.	Published in Official Gazette No. 102, 06/03/2020 **Law No. 11.273, dated June 3, 2020**
Bill No. 144/2020	DECLARES THE ASSOCIATION OF PARENTS AND STUDENTS OF EDUCATIONAL INSTITUTIONS OF MARANHÃO, HEADQUARTERED IN SÃO LUÍS, TO BE OF PUBLIC UTILITY.	Published in Official Gazette No. 229, 12/10/2020 **Law No. 11.373, dated December 10, 2020**

STATE OF MARANHÃO
LEGISLATIVE ASSEMBLY OF MARANHÃO
ESTABLISHED ON FEBRUARY 16, 1835
LEGISLATIVE DIRECTORATE

PLO 174/2020 Ordinary Bill	AMENDS STATE ORDINARY LAW NO. 11.259 OF MAY 14, 2020, WHICH PROVIDES FOR TUITION DISCOUNTS AT EDUCATIONAL INSTITUTIONS DURING THE SUSPENSION OF ACTIVITIES DUE TO COVID-19.	Enacted into law by promulgation **Law No. 11.299/2020**
Bill No. 187/2020	Establishes the obligation for private educational institutions to promote socio-emotional support activities upon returning from social isolation due to the COVID-19 pandemic, within the State of Maranhão.	Published in Official Gazette No. 137, 07/27/2020 **Law No. 11.301, dated July 22, 2020** Promulgated by the ALEMA
Bill No. 329/2020	DECLARES THE CENTER FOR MEDIUMISTIC STUDIES OF MARANHÃO TO BE OF PUBLIC UTILITY.	PROMULGATED AS LAW NO. 11.375/2020 PUBLISHED IN OFFICIAL GAZETTE NO. 229, 12/10/2020

LEGISLATIVE PROPOSALS INITIATED BY DEPUTY Dr. YGLÉSIO YEAR 2021

PROPOSAL	SUMMARY	FINAL STATUS
LEGISLATIVE PROPOSALS		
PLO 007/2021 - Ordinary Bill	ESTABLISHES PRIORITY SERVICE FOR ORPHANS AND INDIVIDUALS WHO HAVE EXITED ORPHANAGES OR NON-PROFIT PUBLIC OR PRIVATE COLLECTIVE INSTITUTIONS IN PUBLIC OR PUBLICLY SUBSIDIZED HOUSING PROGRAMS FUNDED BY THE GOVERNMENT OF THE STATE OF MARANHÃO, AND PROVIDES OTHER PROVISIONS.	Published in Official Gazette No. 096, 05/21/2021 **Law No. 11.482, dated May 20, 2021**

STATE OF MARANHÃO
LEGISLATIVE ASSEMBLY OF MARANHÃO
ESTABLISHED ON FEBRUARY 16, 1835
LEGISLATIVE DIRECTORATE

PLO - 008/2021 - Ordinary Bill Project	ESTABLISHES THE STATE DAY FOR THE FIGHT AGAINST PENILE CANCER.	Official Gazette: No. 103 – 06/01/2021 **Law No. 11.490, dated June 1, 2021**
PLO - 047/2021- Ordinary Bill Project	AMENDS STATE ORDINARY LAW NO. 11.136 OF OCTOBER 22, 2019, WHICH ESTABLISHED THE "STATE ZERO WASTE WEEK" IN THE STATE OF MARANHÃO.	Official Gazette: No. 083 – 05/04/2021 **Law No. 11.459, dated May 3, 2021**
PLO - 195/2021 - Ordinary Bill Project	PROVIDES FOR THE RIGHT TO HEALTH CARE FOR WOMEN WHO EXPERIENCE GESTATIONAL LOSS IN THE STATE OF MARANHÃO.	Official Gazette: No. 145 – 08/03/2021 **Law No. 11.519, dated August 2, 2021**
PLO - 266/2021- Ordinary Bill Project	ESTABLISHES MARCH AS THE MONTH FOR AWARENESS ON PHYSICALLY HARMFUL "PRANKS" IN THE PUBLIC AND PRIVATE EDUCATION SYSTEM WITHIN THE STATE OF MARANHÃO, AND PROVIDES OTHER PROVISIONS.	Official Gazette: No. 223 – 11/30/2021 **Law No. 11.603, dated November 30, 2021**
PLO - 299/2021 - Ordinary Bill Project	ADDS TO THE CIVIC CALENDAR OF THE STATE OF MARANHÃO THE STATE MONTH FOR THE FIGHT AGAINST ORAL CANCER.	Official Gazette: No. 205 – 11/03/2021 **Law No. 11.577, dated November 1, 2021**
PLO - 382/2021 - Ordinary Bill Project	AMENDS STATE ORDINARY LAW NO. 10.790 OF DECEMBER 4, 2017, WHICH INSTITUTES APRIL 4 AS THE STATE DAY OF ANIMAL PROTECTORS IN THE STATE OF MARANHÃO.	Official Gazette: No. 204 – 10/29/2021 **Law No. 11.574, dated October 29, 2021**
PLO - 406/2021 - Ordinary Bill Project	ESTABLISHES THE STATE DAY OF SKATEBOARDING PRACTITIONERS.	Official Gazette: No. 196 – 10/19/2021 **Law No. 11.563, dated October 19, 2021**

STATE OF MARANHÃO
LEGISLATIVE ASSEMBLY OF MARANHÃO
ESTABLISHED ON FEBRUARY 16, 1835
LEGISLATIVE DIRECTORATE

LEGISLATIVE PROPOSALS INITIATED BY REPRESENTATIVE Dr. YGLÉSIO YEAR 2022

PROPOSAL	SUMMARY	FINAL STATUS
LEGISLATIVE PROPOSALS		
PLO - 143/2022 - ORDINARY BILL PROJECT	DECLARES THE SOCIEDADE ESPORTIVA ATLÂNTICO (ATLÂNTICO SPORTS SOCIETY) TO BE OF PUBLIC UTILITY.	**ORDINARY BILL No. 11.695**, OF MAY 11, 2022. **OFFICIAL GAZETTE: No. 087 05/11/2022**
PLO - 181/2022 - ORDINARY BILL PROJECT	DECLARES THE INSTITUTO TRANSFORMAR TO BE OF PUBLIC UTILITY.	**Law No. 11.737,** dated May 31, 2022 **Official Gazette: No. 101 – 05/31/2022**
BILL No. 206/2022	PROVIDES FOR THE CONDITIONS FOR SUSPENSION OR CANCELLATION OF REGISTRATION IN THE STATE DEBTORS' REGISTRY (CEI), ESTABLISHED BY STATE LAW NO. 6.690/1996, AND PROVIDES OTHER PROVISIONS.	**ORDINARY BILL No. 11.729,** of MAY 25, 2022 **Official Gazette: No. 097 – 05/25/2022**
BILL No. 368/2022	Amends State Law No. 11.344 of 2020, which prohibits the sale of substances composed of ground glass and glue (cerol), as well as thread coated with ground quartz, cotton, and aluminum oxide, or any other material used in kite flying that contains cutting elements.	**Law No. 11.821,** dated September 12, 2022 **Official Gazette: No. 170 – 09/13/2022**

STATE OF MARANHÃO
LEGISLATIVE ASSEMBLY OF MARANHÃO
ESTABLISHED ON FEBRUARY 16, 1835
LEGISLATIVE DIRECTORATE

LEGISLATIVE PROPOSALS INITIATED BY REPRESENTATIVE Dr. YGLÉSIO YEAR 2023

PROPOSAL	SUMMARY	FINAL STATUS
LEGISLATIVE PROPOSALS		
PLO - 006/2023 - Ordinary Bill Project	ESTABLISHES BIOLOGICAL SEX AS THE CRITERION FOR DETERMINING ATHLETES' GENDER IN PROFESSIONAL SPORTS COMPETITIONS IN THE STATE.	**Law No. 12.375,** dated August 12, 2024 (Law promulgated by ALEMA) **Official Gazette: No. 156 – 08/16/2024**
PLO - 61/2023 - Ordinary Bill Project	DECLARES THE DIVINE HOLY SPIRIT OF FREEDOM CULTURAL CENTER TO BE OF PUBLIC UTILITY.	**Law No. 11.912,** dated April 10, 2023 **Official Gazette: No. 06 04/10/2023**
PLO - 161/2023 - Ordinary Bill	DECLARES THE FLUMINENSE CULTURAL FOUNDATION - FUNCOL TO BE OF PUBLIC UTILITY.	**Law No. 11.942,** dated May 16, 2023 **Official Gazette: No. 090 05/16/2023**
PLO - 342/2023 - Ordinary Bill	ESTABLISHES JUNE 24 AS CRANIOSYNOSTOSIS AWARENESS DAY IN THE STATE OF MARANHÃO.	**Law No. 11.821,** dated September 12, 2022 **Official Gazette: No. 170 – 09/13/2022**
PLO - 514/2023 - Ordinary Bill Project	DECLARES THE MOTHERS' CLUB OF THE MORADA DO BOSQUE I AND II RESIDENTIAL COMPLEX) TO BE OF PUBLIC UTILITY.	**ORDINARY BILLNo. 12.090,** dated OCTOBER 11, 2023 **Official Gazette: No. 190 10/16/2023**
PLO - 516/2023 - Ordinary Bill Project	DECLARES THE RESIDENTS' ASSOCIATION OF VILA RESIDENCIAL NOVA CANAÃ TO BE OF PUBLIC UTILITY.	**ORDINARY BILLNo. 12.102, dated OCTOBER 17, 2023 Official Gazette: No. 191 10/17/2023**

PLO - 667/2023 - Ordinary Bill Project	Declares the Moto Club Sports Club of São Luís to be of Public Utility.	**Law No. 12.179,** dated December 27, 2023 **Official Gazette: No. 237, 12/27/2023**
PLO - 725/2023 - Ordinary Bill Project	Declares the Dream Workshop Institute to be of Public Utility.	**Law No. 12.204,** dated January 22, 2024 **Official Gazette: No. 015 01/22/2024**

LEGISLATIVE PROPOSALS INITIATED BY REPRESENTATIVE Dr. YGLÉSIO YEAR 2024

PROPOSAL	SUMMARY	FINAL STATUS
LEGISLATIVE PROPOSALS		
PLO - 029/2024 - Ordinary Bill Project	DECLARES THE INSTITUTO SIMPLÍCIO OLIVEIRA TO BE OF PUBLIC UTILITY.	**Law No. 12.218,** dated March 6, 2024 **Official Gazette: No. 044 – 03/06/2024**
PLO - 342/2024 -	ESTABLISHES JUNE 24 AS CRANIOSYNOSTOSIS AWARENESS DAY IN THE STATE OF MARANHÃO.	**Law No. 12.340,** dated July 8, 2024 **Official Gazette: No. 127, 07/08/2024**
PLO - 350/2024 - Ordinary Bill	Declares the Residents' Association of Vila Isabel Cafeteira, headquartered and registered in the city of São Luís, State of Maranhão, to be of Public Utility.	**Law No. 12.403,** dated September 17, 2024 **Official Gazette: No. 177, 09/17/2024**
PLO - 460/2024 - Ordinary Bill	PROVIDES FOR THE ACCEPTANCE OF MEDICAL EXAM AND THERAPY REFERRALS MADE BY PRIVATE HEALTHCARE PROFESSIONALS AT THE APPOINTMENT CENTERS AND HEALTH SERVICE UNITS OF THE PUBLIC HEALTHCARE SYSTEM IN THE STATE OF MARANHÃO.	**Law No. 12.481,** dated February 12, 2025 **Official Gazette: No. 034, 02/14/2025**

STATE OF MARANHÃO
LEGISLATIVE ASSEMBLY OF MARANHÃO
ESTABLISHED ON FEBRUARY 16, 1835
LEGISLATIVE DIRECTORATE

LEGISLATIVE PROPOSALS INITIATED BY REPRESENTATIVE Dr. YGLÉSIO YEAR 2025

PROPOSAL	SUMMARY	FINAL STATUS
LEGISLATIVE PROPOSALS		
PLO - 110/2025 - Ordinary Bill Project	Declares the Instituto El Shadday, headquartered and registered in the City of São Luís, State of Maranhão, to be of public utility.	**Law No. 12.524,** dated March 31, 2025 **Official Gazette: No. 059, 03/31/2025**
PLO - 111/2025 - Ordinary Bill Project	Declares the NOVARE SAUDE Institute, headquartered and registered in the Municipality of São Luís, State of Maranhão, to be of public utility.	**Law No. 12.525,** dated March 31, 2025 **Official Gazette: No. 059, 03/31/2025**

This declaration is issued at the request of the interested representative, based on official records from the Legislative Directorate.

Committee Room "Deputado Léo Franklin", of the Legislative Assembly of the State of Maranhão, on April 25, 2025.

Filipe Blanco Santos
Legislative Director of ALEMA

Maneton Antunes de Macedo
Deputy Legislative Director of ALEMA

I, Marina Viana Silva, certify that I, a qualified translator fluent in both languages, have performed the professional translation of this document from Portuguese to English and that the following is an accurate and complete translation of the document.

Marina Viana **Date: May 21, 2025.**

ESTADO DO MARANHÃO
ASSEMBLEIA LEGISLATIVA DO MARANHÃO
INSTALADA EM 16 DE FEVEREIRO DE 1835
DIRETORIA LEGISLATIVA

DECLARAÇÃO

DECLARO, para os devidos fins, que o Senhor Deputado Doutor Yglésio Moises apresentou nos anos de 2019, 2020, 2021, 2022, 2023, 2024 e 2025, no âmbito das Assembleia Legislativa do Estado do Maranhão, as seguintes proposições que foram transformadas em Lei, nos termos seguintes:

PROPOSIÇÕES DE INICIATIVA DO DEPUTADO Dr. YGLÉSIO ANO/2019

PROPOSIÇÃO	EMENTA	SITUAÇÃO FINAL
Projeto de Lei Nº 095/2019	Dispõe sobre obrigatoriedade de botão de emergência em ônibus coletivos e dá outras providências.	D.O. nº 194 – 10.10.2019 **Lei nº 11.125, de 09 de outubro de 2019.**
Projeto de Lei Nº 250/2019	Estabelece diretrizes estaduais para a implementação por uma equipe multidisciplinar de cuidados paliativos direcionados aos pacientes com doenças ameaçadoras a vida, que consistem na atenção integral a saúde dessas pessoas e dos seus familiares.	D.O. nº 191 – 07.10.2019 **Lei nº 11.123, de 07 de outubro de 2019.**
Projeto de Lei Nº 318/2019	Altera e acresce dispositivos a lei 10.813 de 20 de março de 2018, que dispõe sobre as diretrizes estaduais de estímulo, incentivo e promoção ao desenvolvimento local de startups, os renumera, e dá outras providências.	D.O. nº 190 – 04.10.2019 **Lei nº 11.119, de 03 de outubro de 2019.**
Projeto de Lei Nº 375/2019	Estabelece as diretrizes estaduais para as ações informativas e paliativas sobre a fibromialgia, e dá outras providências	D.O. nº 226 – 27.11.2019 **Lei nº 11.177, de 26 de novembro de 2019.**
Projeto de Lei Nº 382/2019	Dispõe sobre a promoção de alimentação saudável e determina a exclusão de alimentos ultra	D.O. nº 242 – 19.12.2019 **Lei nº 11.196, de 19 de dezembro de 2019.**

	processados e açucarados nas escolas públicas e particulares no âmbito do Estado Do Maranhão.	
Projeto de Lei Nº 383/2019	Altera a Lei Estadual 11.056 de 2019, criando a prioridade de atendimento para diabéticos em laboratórios e no estado do maranhão.	D.O. nº 048 – 12.03.2020 **Lei nº 11.219, de 12 de março de 2020.**
Projeto de Lei Nº 384/2019	Dispensa a necessidade de carimbos em prescrições, relatórios e atestados médicos para aquisição de medicamentos no estado do maranhão e dá outras providências.	**D.O. nº 061 – 31.03.2020 Lei Nº 11.248, de 31 de Março de 2020.**
Projeto de Lei Nº 421/2019	Confere ao Município de São João dos Patos - MA o título de capital estadual dos bordados.	D.O. nº 046 – 10.03.2020 **Lei nº 11.218, de 10 de março de 2020.**
Projeto de Lei nº 522/2019	Dispõe sobre a proibição da comercialização, importação e publicidade de cigarros eletrônicos no estado do maranhão.	D.O. nº 062– 01.04.2020 **Lei nº 11.253, de 1º de abril de 2020.**
Projeto de Lei nº 530/2019	Estabelece as diretrizes estaduais para as ações informativas e paliativas sobre as doenças inflamatórias intestinais e assistência aos portadores, e dá outras providências.	D.O. nº 194 – 19.10.2020 **Lei nº 11.364, de 19 de outubro de 2020.**
Projeto de Lei Nº 651/2019	Estabelece As Diretrizes Estaduais Para As Ações Informativas E Paliativas Sobre A Síndrome De Rett, E Dá Outras Providências	D.O. nº 078 – 27.04.2021 **Lei nº 11.453, de 27 de abril de 2021.**
Projeto de Lei nº 656/2019	Dispõe sobre a Publicização da Proibição de Cigarros Eletrônicos e Similares no Estado do Maranhão pelos estabelecimentos comerciais que vendam ou distribuam Fumígenos.	D.O. nº 183 – 1º.10.2020 **Lei nº 11.345, de 29 de setembro de 2020.**

ESTADO DO MARANHÃO
ASSEMBLEIA LEGISLATIVA DO MARANHÃO
INSTALADA EM 16 DE FEVEREIRO DE 1835
DIRETORIA LEGISLATIVA

PROJETO DE LEI Nº 659/2019	institui a obrigatoriedade de programas de integridade nas empresas que contratem com a administração pública do estado do maranhão e dá outras providências.	D. ALEMA. nº 075 – 04.05.2021 **Lei nº 11.463, de 04 de maio de 2021. Promulgada pela ALEMA.**

PROPOSIÇÕES DE INICIATIVA DO DEPUTADO Dr. YGLÉSIO
ANO / 2020

PROPOSIÇÃO	EMENTA	SITUAÇÃO FINAL
Projeto de Lei Nº 015/2020	Altera a Lei Ordinária Estadual Nº11.091 de 2019, que Dispõe sobre Acessibilidade em Banheiros Químicos no Âmbito do Estado do Maranhão.	D.O. nº 222 – 29.11.2021 **LEI Nº 11.596 DE 29 DE NOVEMBRO DE 2021.**
Projeto de Lei Nº 044/2020	Cria o Dia Estadual do Investigador Particular.	D.O. nº 183 – 1º.10.2020 **Lei nº 11.348, de 29 de setembro de 2020.**
PLO 81/2020 - Projeto de Lei Ordinária	SUSPENDE OS PRAZOS RELATIVOS AOS CONCURSOS PÚBLICOS, EM RAZÃO DA PANDEMIA DO COVID-19 (CORONAVÍRUS).	Promulgada pela Lei nº 11.270/20, publicado no D.O nº 100 de 01/06/2020.
Projeto de Lei Nº 099/2020	Dispõe sobre as diretrizes para o enfrentamento do estado de calamidade pública decorrente da pandemia da covid-19/CORONAVÍRUS, no âmbito do Estado do Maranhão.	D.O. nº 102 – 03.06.2020 **Lei nº 11.273, de 03 de junho de 2020.**
Projeto de Lei nº 144/2020	CONSIDERA DE UTILIDADE PÚBLICA A ASSOCIAÇÃO DOS PAIS E ALUNOS DAS INSTITUIÇÕES DE ENSINO DO MARANHÃO, COM SEDE E FORO NO MUNICÍPIO DE SÃO LUÍS, NO ESTADO DO MARANHÃO	D.O. nº 229 – 10.12.2020 **Lei nº 11.373, de 10 de dezembro de 2020.**

ESTADO DO MARANHÃO
ASSEMBLEIA LEGISLATIVA DO MARANHÃO
INSTALADA EM 16 DE FEVEREIRO DE 1835
DIRETORIA LEGISLATIVA

PLO 174/2020 - Projeto de Lei Ordinária	ALTERA A LEI ORDINÁRIA ESTADUAL Nº 11.259 DE 14 DE MAIO DE 2020, QUE DISPÕE SOBRE OS DESCONTOS NAS MENSALIDADES DAS INSTITUIÇÕES DE ENSINO DURANTE A SUSPENSÃO DAS ATIVIDADES EM VIRTUDE DA COVID-19.	Proposição transformada em lei por promulgação - **Lei Ordinária - 11299/2020**
Projeto de Lei Nº 187/2020	Institui a obrigatoriedade às Instituições Particulares de Ensino de Promover atividade de acolhimento socioemocional no retorno do isolamento social da Pandemia COVID-19, no âmbito do Estado do Maranhão.	D.O. nº 137 – 27.07.2020 **Lei nº 11.301, de 22 de julho de 2020.** (Lei Promulgada pela ALEMA)
Projeto de Lei nº 329/2020	CONSIDERA DE UTILIDADE PÚBLICA O CENTRO DE ESTUDOS MEDIÚNICOS DO MARANHÃO.	PROMULGADA PELA LEI Nº 11.375/20, PUBLICADA NA D.O Nº 229 DE 10/12/2020.

PROPOSIÇÕES DE INICIATIVA DO DEPUTADO DOUTOR YGLÉSIO MOISES ANO/2021

PROPOSIÇÃO	EMENTA	SITUAÇÃO FINAL
PROJETO DE LEI		
PLO 7/2021 - Projeto de Lei Ordinária	DISPÕE SOBRE A PRIORIDADE DE ATENDIMENTO AOS ÓRFÃOS E ABRIGADOS EGRESSOS DE ORFANATO OU INSTITUIÇÃO COLETIVA PÚBLICA OU PRIVADA SEM FINS LUCRATIVOS NOS PROGRAMAS HABITACIONAIS, PÚBLICOS OU SUBSIDIADOS COM RECURSOS PÚBLICOS DO GOVERNO DO ESTADO DO	D.O. nº 096 – 21.05.2021 **Lei nº 11.482, de 20 de maio de 2021.**

	MARANHÃO E DÁ OUTRAS PROVIDÊNCIAS.	
PLO 8/2021 - Projeto de Lei Ordinária	CRIA O DIA ESTADUAL DE COMBATE AO CÂNCER DE PÊNIS.	D.O. nº 103 – 01.06.2021 **Lei nº 11.490, de 01 de junho de 2021.**
PLO 47/2021 - Projeto de Lei Ordinária	ALTERA A LEI ORDINÁRIA ESTADUAL Nº 11.136, DE 22 DE OUTUBRO DE 2019, QUE INSTITUI A "SEMANA ESTADUAL DO LIXO ZERO", NO ESTADO DO MARANHÃO.	D.O. nº 083 – 04.05.2021 **Lei nº 11.459, de 03 de maio de 2021.**
PLO 195/2021 - Projeto de Lei Ordinária	DISPÕE SOBRE O DIREITO À SAÚDE DAS MULHERES QUE PASSEM POR PERDAS GESTACIONAIS NO ESTADO DO MARANHÃO.	D.O. nº 145 – 03.08.2021 **LEI Nº 11.519 DE 02 DE AGOSTO DE 2021.**
PLO 266/2021 - Projeto de Lei Ordinária	INSTITUI MARÇO COMO MÊS DE CONSCIENTIZAÇÃO SOBRE BRINCADEIRAS DE POTENCIAL LESÃO OFENSIVA FÍSICA NO SISTEMA DE ENSINO PÚBLICO E PRIVADO, NO ÂMBITO DO ESTADO DO MARANHÃO E DÁ OUTRAS PROVIDÊNCIAS.	D.O. nº 223 – 30.11.2021 **LEI Nº 11.603 DE 30 DE NOVEMBRO DE 2021.**
PLO 299/2021 - Projeto de Lei Ordinária	INCLUI NO CALENDÁRIO CÍVICO DO ESTADO DO MARANHÃO O MÊS ESTADUAL DE COMBATE AO CÂNCER DE BOCA.	D.O. nº 205– 03.11.2021 **LEI Nº 11.577 DE 01 DE NOVEMBRO DE 2021.**
PLO 382/2021 - Projeto de Lei Ordinária	ALTERA A LEI ORDINÁRIA ESTADUAL Nº 10.790, DE 4 DE DEZEMBRO DE 2017, QUE "INSTITUI O DIA 4 DE ABRIL COMO O DIA ESTADUAL DOS PROTETORES DOS ANIMAIS.", NO ESTADO DO MARANHÃO.	D.O. nº 204 – 29.10.2021 **LEI Nº 11.574 DE 29 DE OUTUBRO DE 2021.**
PLO 406/2021 - Projeto de Lei Ordinária	CRIA O DIA ESTADUAL DOS PRATICANTES DE SKATEBOARDING.	D.O. nº 196 – 19.10.2021 **LEI Nº 11.563 DE 19 DE OUTUBRO DE 2021.**

ESTADO DO MARANHÃO
ASSEMBLEIA LEGISLATIVA DO MARANHÃO
INSTALADA EM 16 DE FEVEREIRO DE 1835
DIRETORIA LEGISLATIVA

PROPOSIÇÕES DE INICIATIVA DO DEPUTADO DOUTOR YGLÉSIO MOISES ANO/2022

PROPOSIÇÃO	EMENTA	SITUAÇÃO FINAL
PROJETO DE LEI		
PLO Nº 143/2022 PROJETO DE LEI ORDINÁRIA	DECLARA DE UTILIDADE PÚBLICA A SOCIEDADE ESPORTIVA ATLÂNTICO.	**LEI ORDINÁRIA Nº 11.695**, de 11 de MAIO de 2022. **D.O Nº 087**, de **11/05/2022.**
PLO Nº 181/2022 PROJETO DE LEI ORDINÁRIA	DECLARA DE UTILIDADE PÚBLICA O INSTITUTO TRANSFORMAR.	**LEI Nº 11.737**, de 31 de Maio de 2022**. DOE Nº 101**, de **31/05/2022.**
PROJETO DE LEI Nº 206/2022	DISPÕE SOBRE AS HIPÓTESES DE SUSPENSÃO OU BAIXA DE REGISTRO NO CADASTRO ESTADUAL DE INADIMPLENTES (CEI) INSTITUÍDO PELA LEI ESTADUAL N. 6.690/1996 E DÁ OUTRAS PROVIDÊNCIAS.	**LEI ORDINÁRIA Nº 11.729**, de 25 de MAIO de 2022. **D.O Nº 097**, de **25/05/2022.**
PROJETO DE LEI Nº 368/2022	Altera a Lei Estadual n.º 11.344 de 2020 que proíbe a comercialização da substância constituída de vidro moído e cola (cerol), além da linha encerada com quartzo moído, algodão e óxido de alumínio (linha chilena), e de qualquer outro produto utilizado na prática de soltar pipas que possua elementos cortantes.	**LEI Nº 11.821**, de 12 de Setembro de 2022**. DOE Nº 170**, de **13/09/2022.**

ESTADO DO MARANHÃO
ASSEMBLEIA LEGISLATIVA DO MARANHÃO
INSTALADA EM 16 DE FEVEREIRO DE 1835
DIRETORIA LEGISLATIVA

PROPOSIÇÕES DE INICIATIVA DO SENHOR DEPUTADO DOUTOR YGLÉSIO ANO/2023

PROPOSIÇÃO	EMENTA	SITUAÇÃO FINAL
PROJETO DE LEI		
PLO 006/2023 - Projeto de Lei Ordinária	ESTABELECE O SEXO BIOLÓGICO COMO CRITÉRIO PARA DEFINIÇÃO DO GÊNERO DOS ESPORTISTAS EM COMPETIÇÕES ESPORTIVAS PROFISSIONAIS NO ESTADO.	**LEI Nº 12.375**, de 12 de agosto de 2024. (Lei Promulgada pela ALEMA) **DOE Nº 156**, de **16/08/2024.**
PLO 61/2023 - Projeto de Lei Ordinária	DECLARA DE UTILIDADE PÚBLICA O CENTRO CULTURAL DIVINO ESPÍRITO SANTO DA LIBERDADE.	**LEI Nº 11.912**, de 10 de Abril de 2023. **DOE Nº 066**, de **10/04/2023.**
PLO 161/2023 - Projeto de Lei Ordinária	DECLARA DE UTILIDADE PÚBLICA A FUNDAÇÃO CULTURAL LUMINENSE – FUNCOL.	**LEI Nº 11.942**, de 16 de Maio de 2023. **DOE Nº 090**, de **16/05/2023.**
PLO 342/2023 - Projeto de Lei Ordinária	INSTITUI O DIA 24 DE JUNHO COMO O DIA DA CONSCIENTIZAÇÃO DA CRANIOSTENOSE, NO ÂMBITO DO ESTADO DO MARANHÃO.	**LEI Nº 12,340**, de 08 de julho de 2024. **DOE Nº 127**, de **08/07/2024.**
PLO 514/2023 - Projeto de Lei Ordinária	DECLARA DE UTILIDADE PÚBLICA O CLUBE DE MÃES DO RESIDENCIAL MORADA DO BOSQUE I E II.	**LEI ORDINÁRIA Nº 12.090**, de 11 de OUTUBRO de 2023. **DOE Nº 190**, de **16/10/2023**
PLO 516/2023 - Projeto de Lei Ordinária	DECLARA DE UTILIDADE PÚBLICA A ASSOCIAÇÃO DOS MORADORES DA VILA RESIDENCIAL NOVA CANAA.	**LEI ORDINÁRIA Nº 12.102**, de 17 de OUTUBRO de 2023. **DOE Nº 191**, de **17/10/2023**

PLO 667/2023 - Projeto de Lei Ordinária	Declara de Utilidade Pública o Clube Esportivo Moto Club de São Luís.	**LEI Nº 12.179**, de 27 de dezembro de 2023. **DOE Nº 237**, de **27/12/2023.**
PLO 725/2023 - Projeto de Lei Ordinária	Declara de Utilidade Pública o Instituto Oficina de Sonhos.	**LEI Nº 12.204**, de 22 de janeiro de 2024. **DOE Nº 015**, de **22/01/2024.**

PROPOSIÇÕES DE INICIATIVA DO SENHOR DEPUTADO DOUTOR YGLÉSIO ANO/2024

PROPOSIÇÃO	EMENTA	SITUAÇÃO FINAL
PROJETO DE LEI		
PLO 029 /2024 - Projeto de Lei Ordinária	DECLARA DE UTILIDADE PÚBLICA O INSTI-TUTO SIMPLÍCIO OLIVEIRA	**LEI Nº 12.218**, de 06 de março de 2024. **DOE Nº 044**, de **06/03/2024.**
PLO 342/2024	INSTITUI O DIA 24 DE JUNNHO COMO O DIA DE CONSCIENTIZAÇÃO DA CRANIOSTENOSE, NO ÂMBITO DO ESTADO DO MARANHÃO.	**LEI Nº 12.340**, de 8 de julho de 2024. **DOE Nº 127**, de **8/07/2024.**
PLO 350/2024 - Projeto de Lei Ordinária	Declara de Utilidade Pública a Associação de Moradores da Vila Isabel Cafeteira, com sede e foro no Município de São Luís, Estado do Maranhão.	**LEI Nº 12.403**, de 17 de setembro de 2024. **DOE Nº 177**, de **17/09/2024.**
PLO 460/2024 - Projeto de Lei Ordinária	DISPÕE SOBRE A ACEITAÇÃO DE REQUISIÇÕES MÉDICAS DE EXAMES E TERAPIAS FEITAS POR PROFISSIONAIS DA REDE PARTICULAR NAS	**LEI Nº 12.481**, de 12 de fevereiro de 2025. **DOE Nº 034**, de **14/02/2025.**

ESTADO DO MARANHÃO
ASSEMBLEIA LEGISLATIVA DO MARANHÃO
INSTALADA EM 16 DE FEVEREIRO DE 1835
DIRETORIA LEGISLATIVA

	CENTRAIS DE MARCAÇÃO DE CONSULTAS E SERVIÇOS DE SAÚDE DO SISTEMA PÚBLICO DO MARANHÃO.	

PROPOSIÇÕES DE INICIATIVA DO SENHOR DEPUTADO DOUTOR YGLÉSIO ANO/2025

PROPOSIÇÃO	EMENTA	SITUAÇÃO FINAL
PROJETO DE LEI		
PLO 110/2025 - Projeto de Lei Ordinária	Declara de utilidade pública o Instituto El Shadday, com sede e foro no Município de São Luís, Estado do Maranhão.	**LEI Nº 12.524**, de 31 de março de 2025. **DOE Nº 059**, de **31/03/2025.**
PLO 111/2025 - Projeto de Lei Ordinária	Declara de utilidade pública o Instituto INOVARE SAÚDE, com sede o foro no Município de São Luís, Estado do Maranhão.	**LEI Nº 12.525**, de 31 de março de 2025. **DOE Nº 059**, de **31/03/2025.**

A presente declaração é firmada a pedido do parlamentar interessado, com base em registros oficiais da Diretoria Legislativa.

Sala das Comissões "Deputado Léo Franklin" da Assembleia Legislativa do Estado do Maranhão, em 25 de abril de 2025.

Filipe Franco Santos
Diretor Legislativo da ALEMA

Maneton Antunes de Macedo
Diretor Legislativo Adjunto da ALEMA

Representative Yglésio Moisés requests a “Vaccine Mobile Unit” for underserved neighborhoods

oimparcial.com.br/noticias/2021/06/deputado-yglesio-moises-pros-solicita-vacinamovel-para-bairros-carentes

June 19, 2021

In the capital of Maranhão

The representative requested that the São Luís City Hall provide transportation to deliver the COVID-19 vaccine to the most underserved neighborhoods far from immunization centers.



State Representative Yglésio Moyses (PROS). (Photo: Handout)

By: Editorial Staff

Amid transportation difficulties faced by much of the island's population, State Representative Yglésio Moyses (PROS) requested that the São Luís City Hall use a "Vaccine Mobile Unit" to deliver COVID-19 vaccine doses to the most underserved neighborhoods far from immunization centers.

Currently, the capital has nine vaccination sites in operation, three of which are located within the same area: Multicenter Sebrae, UNDB (Gymnasium), and the Ceuma Renascença drive-thru. The current geographic distribution of these sites makes access to the vaccine difficult for poorer residents, since the distance and lack of money to pay for bus fares ultimately hinder vaccination for these individuals.

In the current situation, people in socioeconomically vulnerable conditions are having to choose between buying food and doing other things — getting vaccinated ends up being one of them. Yglésio states that the “Vaccine Mobile Unit” could reverse this situation by reaching people where they are.

Today, one of the biggest difficulties these people face is being able to leave their homes to get vaccinated. With vaccination sites located far away, this becomes even more complicated. We need to go after people in the most remote areas. Since we have difficulty getting the health clinic infrastructure to function properly, we should use the ‘Vaccine Mobile Unit’, which was our proposal. I sent this to both the state government and the municipality of São Luís so that we can get closer to the people, the legislator emphasized.

Vaccination Inequality

In an article recently published by public defender Clarice Binda, percentage data on vaccination across the capital’s neighborhoods were released, highlighting inequality in local vaccination rates. As of June 10, in the city’s affluent area, where the main vaccination sites are concentrated, the rate of vaccinated individuals exceeds 70%. In the same period, Cidade Olímpica had only 14% of its population vaccinated.

The inequality observed in the vaccination process can be overcome through the implementation of public health policies capable of ensuring access for those who need the vaccine most, who are the most vulnerable and who live in the most distant neighborhoods.

The inequality presented in the vaccination process can be overcome through the implementation of public health policies capable of enabling access for those who most need the vaccine, who are the most vulnerable and who live in the most distant neighborhoods.

VIEW **COMMENTS**

I, André Vinícius Inacio Penna Mello, 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: February 6, 2026.

Deputado Yglésio Moisés solicita “Vacinamóvel” para bairros carentes

oimparcial.com.br/noticias/2021/06/deputado-yglesio-moises-pros-solicita-vacinamovel-para-bairros-carentes

June 19, 2021

Na capital maranhense

Deputado solicitou à Prefeitura de São Luís o transporte para levar a vacina contra a covid-19 aos bairros mais carentes e distantes dos centros de imunização.



Deputado estadual Yglésio Moyses (PROS). (Foto: Divulgação)

Por: Da Redação

Em meio aos problemas de locomoção de grande parte da população da Ilha, o deputado estadual Yglésio Moyses (PROS) solicitou à Prefeitura de São Luís o uso de um “Vacinamóvel”, para levar as doses da vacina contra a covid-19 aos bairros mais carentes e distantes dos centros de imunização.

Hoje, a capital conta com 9 pontos de vacinação instalados, sendo três localizados dentro de uma mesma região: Multicenter Sebrae, UNDB (Ginásio) e Drive-thru Ceuma Renascença. A atual divisão geográfica dos pontos dificulta o acesso dos mais pobres à vacina, já que por conta da distância, falta dinheiro para pagar as passagens do ônibus, o que acaba prejudicando a vacinação dessas pessoas.

No cenário atual, as pessoas em vulnerabilidade socioeconômica estão tendo que optar entre comprar alimento ou fazer outras coisas – se vacinar acaba sendo uma delas. Yglésio afirma que o ‘Vacinamóvel’ pode reverter essa situação, chegando mais perto das pessoas.

“Hoje, uma das maiores dificuldades dessas pessoas é conseguir sair de casa pra tomar a vacina. Com a distância dos pontos de vacinação, isso fica ainda mais complicado. A gente precisa ir atrás das pessoas nos grotões. Já que a gente tem uma dificuldade de fazer as estruturas dos postos de saúde funcionarem, que a gente utilize o Vacinamóvel, que foi uma indicação nossa. Mandei isso para o estado e para o município de São Luís, pra gente chegar mais próximo das pessoas”, destacou o parlamentar.

Desigualdade na vacinação

Em um artigo recentemente publicado, de autoria da defensora pública Clarice Binda, foram divulgados dados percentuais sobre a vacinação entre os bairros da capital, destacando a desigualdade na vacinação local. Até o dia 10 de junho, a área nobre da cidade, onde se concentram os principais pontos de vacinação, a taxa de pessoas vacinadas supera os 70%. A Cidade Olímpica, no mesmo período, tinha somente 14% de sua população vacinada.

A desigualdade apresentada no processo de vacinação pode ser superada com a aplicação de políticas públicas em saúde capazes de possibilitar o acesso de quem mais precisa da vacina, que são os mais vulneráveis e que vivem nos bairros mais distantes.

A desigualdade apresentada no processo de vacinação pode ser superada com a aplicação de políticas públicas em saúde capazes de possibilitar o acesso de quem mais precisa da vacina, que são os mais vulneráveis e que vivem nos bairros mais distantes.

VER **COMENTÁRIOS**

STATE OF MARANHÃO
LEGISLATIVE ASSEMBLY OF MARANHÃO
ESTABLISHED ON FEBRUARY 16, 1835
LEGISLATIVE DIRECTORATE

Memorandum No. 08/2025/DL

São Luis, April 23, 2025.

To the Honorable
DOCTOR YGLÉSIO MOYSÉS
State Deputy
Parliamentary Office
Present

Subject: Submission of Declaration – Participation in Standing Committees

Dear Deputy,

We hereby forward the **declaration issued by this Legislative Directorate** of the Assembly, as requested by Your Excellency through Official Letter No. 48/2025 – OFFICE OF DEPUTY DR. YGLÉSIO, dated April 14, 2025.

The referred declaration addresses your participation, as a full and alternate member, in the **Health Committee and the Committee on Human Rights and Minorities**, within the scope of the 19th and 20th Legislatures.

With no further matters for the moment, we renew our expressions of esteem and consideration.

Sincerely,

----//signature//----
Filipe Franco Santos
Legislative Director
Legislative Assembly of the State of Maranhão

STATE OF MARANHÃO
LEGISLATIVE ASSEMBLY OF MARANHÃO
ESTABLISHED ON FEBRUARY 16, 1835
LEGISLATIVE DIRECTORATE

DECLARATION

I hereby declare, for all due purposes, that the Honorable Deputy DOCTOR YGLÉSIO MOYSÉS participated in the following Standing Committees of the Legislative Assembly of the State of Maranhão, as detailed below:

1. Committee on the Defense of Human Rights and Minorities

• Served as President during the Second Legislative Session of the 19th Legislature (2020);
• Served as Full Member during the Third Legislative Session of the 19th Legislature (2021);
• Served as Full Member during the Second Legislative Session of the 20th Legislature (2024);
• Served as Rapporteur during the Second Legislative Session of the 19th Legislature (2020) - **13 reports**;
• Served as Rapporteur during the Third Legislative Session of the 19th Legislature (2021) - **4 reports**;
• Served as Rapporteur during the Second Legislative Session of the 20th Legislature (2024) - **3 reports**.

2. Health Committee

• Served as Full Member during the First Legislative Session of the 19th Legislature (2019);
• Served as Full Member during the Second Legislative Session of the 19th Legislature (2020);
• Served as Full Member during the Third Legislative Session of the 19th Legislature (2021);
• Served as Alternate Member during the Fourth Legislative Session of the 19th Legislature (2022);
• Served as Alternate Member during the Second Legislative Session of the 20th Legislature (2024);
• Served as Rapporteur during the First Legislative Session of the 19th Legislature (2019) - **14 reports**;
• Served as Rapporteur during the Third Legislative Session of the 19th Legislature (2021) - **9 reports**.

This declaration is issued at the request of the interested parliamentarian, based on official records of the Legislative Directorate.

São Luís, April 23, 2025.

----//signature//----
Filipe Franco Santos
Legislative Director
Legislative Assembly of the State of Maranhão

I, Carolina Favero da Silva, 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 21, 2025.

ESTADO DO MARANHÃO
ASSEMBLEIA LEGISLATIVA DO MARANHÃO
INSTALADA EM 16 DE FEVEREIRO DE 1835
DIRETORIA LEGISLATIVA

Memorando nº 08/2025/DL

São Luís, 23 de abril de 2025.

Ao Exmo. Sr.
DOUTOR YGLÉSIO MOYSÉS
Deputado Estadual
Gabinete Parlamentar
Nesta

Assunto: Encaminhamento de Declaração – Participação em Comissões Permanentes

Senhor Deputado,

Encaminhamos, por meio deste, **declaração emitida por esta Diretoria Legislativa** desta Assembleia, conforme solicitado por Vossa Excelência por meio do Ofício nº 48/2025 – GAB. DEP. DR. YGLÉSIO, datado de 14 de abril de 2025.

A referida declaração trata de sua participação, na qualidade de membro titular e suplente, nas **Comissões de Saúde** e de **Defesa dos Direitos Humanos e das Minorias**, no âmbito das 19ª e 20ª Legislaturas.

Sem mais para o momento, renovamos protestos de estima e consideração.

Atenciosamente,

Filipe Franco Santos
Diretor Legislativo
Assembleia Legislativa do Estado do Maranhão

ESTADO DO MARANHÃO
ASSEMBLEIA LEGISLATIVA DO MARANHÃO
INSTALADA EM 16 DE FEVEREIRO DE 1835
DIRETORIA LEGISLATIVA

DECLARAÇÃO

Declaro, para os devidos fins, que o Senhor Deputado **DOUTOR YGLÉSIO MOYSÉS** participou das seguintes Comissões Permanentes da Assembleia Legislativa do Estado do Maranhão, nos termos abaixo:

1. Comissão de Defesa dos Direitos Humanos e das Minorias

- Exerceu a função de Presidente na Segunda Sessão Legislativa da 19ª Legislatura (2020);
- Atuou como Membro Titular na Terceira Sessão Legislativa da 19ª Legislatura (2021);
- Atuou como Membro Titular na Segunda Sessão Legislativa da 20ª Legislatura (2024);
- Atuou como Relator na Segunda Sessão Legislativa da 19ª Legislatura (2020) – **13 relatorias**;
- Atuou como Relator na Terceira Sessão Legislativa da 19ª Legislatura (2021) – **4 relatorias**;
- Atuou como Relator na Segunda Sessão Legislativa da 20ª Legislatura (2024) – **3 relatorias**.

2. Comissão de Saúde

- Atuou como Membro Titular na Primeira Sessão Legislativa da 19ª Legislatura (2019);
- Atuou como Membro Titular na Segunda Sessão Legislativa da 19ª Legislatura (2020);
- Atuou como Membro Titular na Terceira Sessão Legislativa da 19ª Legislatura (2021);
- Atuou como Membro Suplente na Quarta Sessão Legislativa da 19ª Legislatura (2022);
- Atuou como Membro Suplente na Segunda Sessão Legislativa da 20ª Legislatura (2024);
- Atuou como Relator na Primeira Sessão Legislativa da 19ª Legislatura (2019) – **14 relatorias**;
- Atuou como Relator na Terceira Sessão Legislativa da 19ª Legislatura (2021) – **9 relatorias**.

A presente declaração é firmada a pedido do parlamentar interessado, com base em registros oficiais da Diretoria Legislativa.

São Luís, 23 de abril de 2025.

Filipe Franco Santos
Diretor Legislativo
Assembleia Legislativa do Estado do Maranhão

Exhibit C.I – First Prong – Substantial Merit and National Importance

Research Manuscript:

Early Metabolic Surgery Pathways for Type 2 Diabetes and Obesity in High-Risk and Underserved Populations

A Translational, Outcomes-Based, and Implementation-Focused Research Program

Yglésio Luciano Moyses Silva de Souza, MD, PhD, JD

Manuscript type: Study Protocol / Translational Research Program

ABSTRACT

Background. Type 2 diabetes mellitus and obesity remain among the most clinically consequential and economically burdensome chronic conditions in the United States. The American Diabetes Association estimated the total annual cost of diabetes at $412.9 billion in 2022, while the Centers for Disease Control and Prevention has reported that chronic conditions account for the overwhelming majority of U.S. healthcare expenditures. Contemporary professional guidelines recognize metabolic surgery as an evidence-based therapeutic modality for appropriately selected patients with obesity and metabolic disease, yet access remains uneven, referral often occurs late, and real-world care pathways remain fragmented, particularly in community and rural settings.

Objective. To design and evaluate a translational, clinically integrated, and implementation-oriented research program aimed at improving the timing, selection, coordination, and real-world delivery of metabolic surgery for patients with obesity and type 2 diabetes, with particular emphasis on high-risk, underserved, and geographically disadvantaged populations.

Methods. This project is structured as a multi-phase research program integrating retrospective outcomes analysis, care-pathway development, prospective pragmatic implementation, and mixed-methods implementation science. Phase I will identify clinical and system-level patterns

associated with delayed referral, advanced metabolic burden, and potentially avoidable disease progression. Phase II will develop an interdisciplinary early metabolic surgery pathway incorporating standardized triage, eligibility assessment, referral triggers, and longitudinal follow-up. Phase III will prospectively evaluate the pathway in real-world practice using clinical, operational, and implementation outcomes.

Expected impact. This program is designed to move beyond the question of whether metabolic surgery works in principle and instead address how it can be integrated earlier, more precisely, and more equitably into U.S. chronic disease care. By combining clinical science, translational methodology, care redesign, and implementation strategy, the project aims to generate evidence of direct relevance to chronic disease management, value-based care, access equity, and long-term health system sustainability in the United States.

Keywords: metabolic surgery; bariatric surgery; type 2 diabetes; obesity; translational research; implementation science; value-based care; rural health; chronic disease management; care pathways

Introduction

Type 2 diabetes mellitus and obesity are not merely common chronic conditions. They are among the most consequential drivers of morbidity, disability, healthcare utilization, and long-term public expenditure in the United States. The scale of this burden is substantial. The American Diabetes Association estimated that diabetes alone generated $412.9 billion in annual costs in 2022, including both direct medical expenditures and indirect losses associated with reduced productivity. The Centers for Disease Control and Prevention has likewise emphasized that chronic conditions account for the overwhelming majority of healthcare spending in the United States.

The impact of obesity and type 2 diabetes extends well beyond glycemic thresholds or body mass index categories. Patients frequently progress through years of fragmented care characterized by increasing medication burden, persistent metabolic instability, declining renal function, retinopathy, cardiovascular events, recurrent hospital use, and progressive functional impairment. This pattern is

not solely a result of disease biology. It is also shaped by organizational shortcomings, including delayed referral, inconsistent eligibility assessment, poor coordination across specialties, and unequal access to higher-complexity interventions. Studies have documented that both patient-level and clinician-level factors contribute systematically to underutilization of metabolic surgery, even among patients who meet established eligibility criteria. [15]

Within this context, metabolic surgery has emerged as one of the most evidence-supported therapeutic options for appropriately selected patients with obesity and metabolic disease. The 2022 joint guidelines from the American Society for Metabolic and Bariatric Surgery and the International Federation for the Surgery of Obesity and Metabolic Disorders recognize metabolic and bariatric surgery as the most effective evidence-based treatment for obesity in suitable candidates and acknowledge its major effects on weight reduction, metabolic improvement, and long-term health outcomes. The American Diabetes Association's most recent Standards of Care similarly endorse metabolic surgery as a recommended therapeutic option for adults with type 2 diabetes and obesity, reinforcing its place within mainstream endocrinologic practice. [3,14] Landmark randomized trials have demonstrated that metabolic surgery achieves superior glycemic outcomes and cardiovascular risk reduction compared with intensive medical management alone. [8,9,10] Even so, the translation of this evidence into real-world care remains incomplete. Many patients are referred too late, pathways remain poorly standardized, and the benefits of advanced metabolic treatment are not equitably distributed across healthcare settings.

These barriers are especially pronounced in underserved and rural populations. Recent CDC data have shown that diabetes prevalence remains meaningfully higher in rural than in urban populations in the United States, while the American College of Surgeons has continued to document significant gaps in surgical workforce distribution and access. Nearly 60 million Americans live in rural communities, yet only a small fraction of general surgeons serve these areas. The American College of Surgeons has also highlighted that expanding access to minimally invasive surgery may help reduce rural-urban disparities in care. Beyond geography, documented disparities in bariatric surgery utilization persist across racial, socioeconomic, and insurance-based lines, with low-income and minority patients substantially less likely to be referred for or receive metabolic surgery despite equivalent clinical eligibility. [15,16]

Accordingly, the most important scientific and public health question is no longer whether metabolic surgery has therapeutic value in principle. Rather, the more urgent question is how metabolic surgery can be integrated earlier, more rationally, and more equitably into chronic disease management systems in the United States. Answering that question requires a program of work that is not purely surgical and not purely epidemiologic, but translational, interdisciplinary, and implementation-oriented.

The present research program is designed specifically for application within the United States healthcare environment, particularly in settings marked by high chronic disease burden, care fragmentation, and uneven access to specialized metabolic treatment. Initial implementation planning takes into account the clinical and epidemiological realities of regions such as Florida, where the burden of metabolic disease, population growth, and healthcare delivery complexity make coordinated metabolic care especially relevant.

As part of the early-stage development of this endeavor, the investigator has already engaged in technical discussions and professional exchanges with healthcare professionals associated with the Orlando Health system. Although these interactions do not constitute a formal institutional agreement at this time, they do reflect meaningful technical alignment, practical feasibility, and early integration into the type of clinical environment in which this work is intended to develop. These exchanges show that the project has progressed beyond conceptual planning and has already begun to take shape within the context of the American healthcare sector.

This proposal, therefore, seeks to move beyond the question of whether metabolic surgery works under ideal conditions. Instead, it focuses on how earlier metabolic intervention can be operationalized through structured care pathways, interdisciplinary coordination, and real-world implementation strategies capable of improving outcomes, reducing long-term costs, and expanding equitable access to advanced treatment in the United States.

Scientific Rationale and Investigative Foundation

The credibility of a translational research program depends in part on the coherence between the proposed work and the investigator's established scientific and clinical trajectory. In this regard, the present research agenda is grounded in a consistent line of prior work in metabolic surgery, translational investigation, and complex chronic disease management.

This research program is not conceived as an isolated academic initiative, but rather as a direct continuation of the investigator's prior clinical, surgical, and scholarly work in metabolic disease. Building on his experience as a practicing surgeon with a focus on metabolic and digestive procedures, as well as his academic contributions in peer-reviewed journals, the investigator has developed a sustained line of inquiry centered on improving outcomes in patients with obesity and type 2 diabetes.

Prior bibliometric evidence assembled for the investigator's academic portfolio describes a cornerstone publication in metabolic surgery published in a high-impact specialty journal, later cited in review, consensus, and systematic review literature. This reflects a broader body of indexed work demonstrating interdisciplinary scholarly recognition and provides a strong evidentiary foundation for the present proposal, which extends beyond procedural effectiveness to address timing, coordination, and system-level integration of care.

Importantly, this proposal reflects a natural progression of the investigator's established work, rather than a departure into a new or unrelated field. The project builds directly on previously demonstrated clinical experience, research contributions, and translational engagement in metabolic surgery, reinforcing both the feasibility and the credibility of the endeavor.

In addition to his clinical and academic background, the investigator brings a distinctive systems-level perspective informed by his experience in public health policy and healthcare governance. This dimension is particularly relevant to the proposed endeavor, which is not limited to technical surgical intervention but instead focuses on redesigning care pathways, improving coordination across specialties, and addressing structural inefficiencies in chronic disease management.

This combination of hands-on clinical expertise, scientific research experience, and policy-level insight enables a comprehensive and implementation-oriented approach that aligns closely with current

priorities of the United States healthcare system, including value-based care, cost containment, and improved access to advanced therapeutic strategies.

Taken together, these elements uniquely position the investigator to advance the proposed endeavor. The project requires not only medical and scientific knowledge, but also the ability to design, implement, and scale coordinated care pathways within complex and resource-variable healthcare environments. These specific capabilities are directly supported by the investigator's prior work and professional trajectory.

Table 1. Specific aims and corresponding hypotheses

Aim	Research focus	Working hypothesis
Aim 1	Quantify the clinical and organizational consequences of delayed referral for metabolic surgery evaluation.	An earlier structured evaluation will be associated with lower metabolic burden at assessment and a lower likelihood of advanced disease progression.
Aim 2	Develop an interdisciplinary early metabolic surgery pathway integrating triage, eligibility assessment, referral triggers, and longitudinal follow-up.	A standardized pathway will reduce fragmentation and improve completion of multidisciplinary evaluation.
Aim 3	Prospectively test the pathway in real-world practice using clinical, operational, and implementation outcomes.	Pathway implementation will improve metabolic outcomes, reduce delay, and demonstrate acceptable feasibility, fidelity, and scalability.

Objectives

The primary objective is to develop and evaluate an early metabolic surgery care pathway for adults with obesity and type 2 diabetes that improves clinical outcomes, reduces fragmentation of care, and enhances the efficiency and equity of real-world chronic disease management.

Secondary objectives are to identify clinical, metabolic, and organizational factors associated with delayed referral for metabolic surgery evaluation; to construct an evidence-informed triage and eligibility framework for earlier consideration of metabolic surgery in appropriate patients; to prospectively assess the effect of a redesigned pathway on glycemic control, medication burden, complication progression, and healthcare utilization; and to evaluate pathway feasibility, fidelity, acceptability, adoption, and scalability in community and lower-access settings.

A further objective is to generate implementable outputs, including referral algorithms, pathway protocols, educational tools, and institutional guidance suitable for broader U.S. healthcare applications. This translational focus aligns with current national emphasis on prevention, chronic disease management, and value-conscious care redesign. [6]

Hypotheses

The central hypothesis is that an interdisciplinary, structured, and earlier metabolic surgery pathway will improve metabolic outcomes and reduce avoidable progression of chronic disease compared with usual fragmented referral patterns.

A secondary hypothesis is that the benefits of such a pathway can be preserved in community and semi-rural settings if implementation includes standardized triage, explicit referral triggers, longitudinal care coordination, and remote support mechanisms. [4,5,7]

A third hypothesis is that the most meaningful value of this model will emerge not only in direct clinical endpoints but also in operational endpoints such as reduced referral delay, increased completion of multidisciplinary evaluation, better follow-up retention, and improved system-level efficiency.

Study Design

This project is designed as a multi-phase translational research program comprising three sequential but interrelated stages.

Phase I: Retrospective clinical and pathway analysis

Phase I will consist of a retrospective observational study using institutional or multi-institutional data from adults with obesity and type 2 diabetes who were managed within endocrinology, primary care, obesity medicine, or surgical pathways. The objective of this phase is to identify the clinical and organizational characteristics associated with late referral, advanced metabolic burden at the time of surgical consideration, and missed opportunities for earlier intervention.

Phase II: Early metabolic surgery pathway development

Using findings from Phase I together with contemporary guideline-based evidence, Phase II will develop an interdisciplinary early metabolic surgery pathway. This pathway will include standardized triage criteria, evidence-based eligibility considerations, referral triggers for surgical consultation, coordinated endocrine-nutrition-surgical assessment, longitudinal monitoring structures, and implementation documentation for operational use. [3]

Phase III: Prospective pragmatic evaluation and implementation study

Phase III will prospectively test the pathway in live practice environments. Depending on institutional feasibility, this phase may be structured as a pragmatic cohort study, staged rollout, stepped-wedge implementation, or center-period comparative design. Clinical outcomes, care-process outcomes, and implementation outcomes will be measured in parallel. This phase is critical because it moves the project beyond descriptive outcomes research and into implementation science, thereby increasing both scientific and system relevance.

Table 2. Program phases, methods, and principal deliverables

Phase	Design	Core activities	Deliverables
I	Retrospective observational	Characterize referral timing, disease severity, treatment burden, and missed opportunities for earlier metabolic evaluation.	Baseline dataset, risk model, and manuscript on referral delay
II	Pathway development	Translate retrospective findings and guideline evidence into standardized triage, eligibility, referral, and follow-up architecture.	Early metabolic surgery pathway; protocol package; clinician tools
III	Prospective pragmatic implementation	Test the pathway in real-world settings using clinical, operational, and implementation outcomes.	Outcomes manuscript; implementation analysis; dissemination toolkit

Setting and Study Population

The program is designed to be adaptable across academic medical centers, integrated health systems, community hospitals, and regional referral networks. While initial implementation may occur in

higher-capacity settings, the research is explicitly oriented toward future adaptation in resource-variable environments, including community and partially rural systems where specialist access is more limited. This is particularly important in light of rural-urban disparities in diabetes burden and surgical access documented by the CDC and the American College of Surgeons. [4,5,7]

The study population will consist of adults with obesity or adiposity-related metabolic disease and established type 2 diabetes mellitus who receive care within primary care, endocrinology, obesity medicine, or surgical referral environments. Priority subgroup analyses will include patients with poor glycemic control despite escalation of therapy, high medication burden or insulin use, early renal or cardiovascular complications, and patients treated in settings with reduced specialist access.

Variables, Outcomes, and Endpoints

Baseline variables will include age, sex, body mass index, duration of diabetes, hemoglobin A1c, medication profile, insulin use, renal function, cardiovascular history, hypertension, dyslipidemia, prior hospitalization, and markers of healthcare utilization. The program is intentionally designed to evaluate both clinical and operational dimensions of chronic disease care.

Table 3. Endpoint framework for the prospective evaluation

Endpoint domain	Representative measures	Why it matters
Primary clinical	Diabetes remission or marked HbA1c reduction; reduced medication burden; absence of major complication progression	Captures direct metabolic benefit and clinically meaningful disease modification
Secondary clinical	Weight trajectory; hospitalization; readmission; quality of life;	Measures broader patient-centered and health service outcomes

	need for revisional procedures	
Pathway/process	Time to referral; time to evaluation; completion of pathway milestones; follow-up retention	Assesses whether redesigned care architecture improves coordination and timeliness
Implementation	Acceptability; adoption; feasibility; fidelity; penetration; sustainability	Determines whether the intervention can function reliably in real-world settings

Primary outcomes may include complete or partial diabetes remission, clinically significant hemoglobin A1c reduction, reduced medication burden, and avoidance or delay of progression of renal, cardiovascular, or ophthalmologic complications. Secondary outcomes may include hospitalization, readmission, quality of life, weight trajectories, and the need for revisional procedures.

Because this is a translational and implementation-oriented program, system-level outcomes are central. These may include time from identification to referral, time from referral to multidisciplinary evaluation, completion of pathway milestones, care fragmentation indicators, pathway adherence, and resource-utilization measures. Implementation endpoints will include acceptability, adoption, feasibility, fidelity, penetration, and sustainability.

Statistical Analysis

In Phase I, multivariable regression models will be used to identify predictors of delayed referral, advanced metabolic severity at evaluation, and differential likelihood of benefit from earlier surgical assessment. Depending on data architecture, propensity-score methods, inverse probability weighting, or adjusted comparative modeling may be used to reduce bias related to non-random referral patterns.

In Phase III, prospective analyses may include mixed-effects models for repeated measures, generalized linear models for binary and continuous outcomes, and time-to-event methods for

complication or utilization endpoints. If the pathway is implemented across multiple centers or time periods, clustering and secular effects will be modeled accordingly. Sensitivity analyses will assess the robustness of outcomes across high-risk subgroups, differing body mass index strata, varying duration of diabetes, and care environments with different specialist density.

Implementation Science Component

A major strength of this program is that it is not merely an outcomes study. It is also an implementation study. That distinction is essential for scientific and practical reasons. In high-burden chronic disease, many interventions fail not because they lack efficacy, but because they are not translated into pathways that busy institutions can actually use.

For that reason, the project will include mixed-methods evaluation of barriers and facilitators, including clinician engagement, workflow fit, pathway adherence, referral friction points, and institutional variation. Qualitative components may include structured interviews, clinician focus groups, and process mapping. Quantitative components may include adherence metrics, milestone completion rates, and implementation scoring. The evaluation framework will draw on established implementation science models, including the Consolidated Framework for Implementation Research (CFIR) and the RE-AIM framework, which provide validated structures for assessing adoption, fidelity, and sustainability of complex health interventions across varied settings. [11,12] This component is especially relevant to U.S. health systems seeking scalable models for chronic disease management, prevention of late-stage complications, and more efficient deployment of specialty resources. [2,6]

Ethical and Regulatory Considerations

All retrospective and prospective phases will be conducted under appropriate institutional review and data-governance standards. Prospective implementation will require ethical oversight proportionate to study design, data collection intensity, and patient interaction. Privacy, consent, and data security measures will be aligned with applicable U.S. regulatory standards and institutional policies.

Because the project involves pathway redesign in chronic disease care, particular attention will be paid to ensuring that implementation does not inadvertently worsen disparities, exclude vulnerable patients, or create barriers for populations already facing reduced access.

Expected Scientific Contributions and Public Health Relevance

This research program is expected to contribute at least four distinct forms of value. First, it will generate clinically useful evidence about timing, selection, and outcomes of earlier metabolic surgery pathway integration in patients with obesity and type 2 diabetes. Second, it will produce operational knowledge about how multidisciplinary pathways can be constructed and tested in real-world environments rather than idealized trial conditions. Third, it will offer implementation-oriented evidence directly relevant to chronic disease strategy, value-based care, and institutional redesign in the United States. Fourth, it will create portable outputs—such as referral algorithms, pathway frameworks, training materials, and institutional guidance—that may be adaptable beyond the original study setting.

Table 4. Translational relevance of the proposed research program

Dimension	Research contribution	Potential U.S. relevance
Clinical	Earlier, structured metabolic evaluation and pathway-guided referral	Improved diabetes control, lower complication burden, and more appropriate therapeutic timing
Operational	Standardized triage, referral, and longitudinal follow-up architecture	Reduced fragmentation, improved workflow reliability, and stronger care coordination
Implementation	Toolkit for adoption in community and lower-access environments	Scalable translation beyond elite tertiary centers

Policy and system	Data relevant to prevention, chronic disease strategy, and value-based care	Supports models focused on better outcomes and more sustainable resource use

The importance of this work lies not only in surgical science but in health-system strategy. The United States faces a converging challenge: high chronic disease burden, escalating long-term treatment costs, and persistent inequities in access to advanced and coordinated care. Comparative effectiveness research has further demonstrated meaningful differences in long-term outcomes across metabolic procedures, underscoring the need for structured, evidence-informed selection and follow-up protocols. [13] Federal institutions are increasingly emphasizing prevention, chronic disease management, and outcome-oriented delivery models. A research program that addresses earlier metabolic intervention, better coordination, and broader implementation, therefore, speaks directly to current national priorities. [1,2,6]

This is particularly true in populations at risk of being underserved by conventional models. If successful, the program may help demonstrate that scientifically grounded metabolic pathways can be implemented earlier and more equitably, thereby reducing severe downstream complications and improving chronic disease care in settings where traditional referral patterns have failed to perform adequately. [4,5,7]

Discussion

The most scientifically consequential question in metabolic surgery is no longer whether surgery can improve diabetes and obesity outcomes in selected patients. That question, in broad terms, has already been answered by the literature and reflected in guideline evolution. The more urgent question is how to design pathways that deliver the right treatment to the right patient at the right time, within health systems that are under strain and populations that do not enjoy equal access. [3]

This research program responds to that problem directly. It reframes metabolic surgery from a late-stage specialty option into a component of strategic chronic disease management. In doing so, it

recognizes that the future of high-impact clinical science lies not merely in efficacy demonstration, but in integrated translational design, pathway optimization, and implementation in realistic care environments.

The proposal is intentionally ambitious. But it is also grounded. It draws on an already mature field, addresses a nationally consequential disease burden, aligns with documented U.S. chronic disease priorities, and is constructed in a way that can yield both academic and operational outputs. That combination is precisely what gives the project its strength.

Limitations

Several limitations should be acknowledged. Retrospective analyses may be affected by referral bias, documentation inconsistency, and unmeasured confounding. Prospective pathway implementation in non-randomized settings may also be shaped by institutional culture, local specialist availability, and workflow variation. Generalizability may differ across highly resourced academic centers versus community or rural networks.

Nevertheless, these limitations are not weaknesses unique to this project; they are intrinsic to real-world translational and implementation research. Indeed, confronting such complexity is one of the reasons this work is needed.

Conclusion

This paper proposes a high-impact, translational, and implementation-oriented research program focused on early metabolic surgery pathways for patients with obesity and type 2 diabetes in the

United States. By integrating outcomes research, pathway redesign, chronic disease strategy, and real-world implementation, the program is designed to generate evidence that is clinically rigorous, operationally useful, and nationally relevant.

Its scientific importance lies in addressing the next-generation question in metabolic disease care. The relevant issue is no longer simply whether metabolic intervention can improve outcomes in selected patients. The more pressing question is how such intervention can be integrated earlier, more intelligently, and more equitably into real healthcare systems that are under strain and that serve populations with uneven access to advanced care.

The proposal is particularly strong because it reflects a convergence between an established record of expertise and a clearly defined future endeavor. The investigator's track record in metabolic surgery, combined with his translational orientation and his experience in healthcare governance and policy, supports the conclusion that he is especially well-positioned to advance this work. His profile enables him to bridge technical surgical science, chronic disease management, implementation strategy, and system-level care redesign in a way that is directly relevant to current United States healthcare priorities.

The expected contribution of this endeavor extends beyond academic publication. If successfully implemented, the program may help improve diabetes control, reduce avoidable complication burden, strengthen care coordination, and support more sustainable use of healthcare resources. It may also generate portable tools such as referral algorithms, pathway frameworks, implementation guidance, and institutional protocols that can be adapted across varied clinical settings in the United States.

In that respect, the project is positioned not merely as a research plan, but as a feasible and strategically relevant contribution to the national health interests of the United States. Its strength lies in the fact that it combines scientific credibility, implementation practicality, and a professional trajectory that supports meaningful execution and long-term impact.

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DETAILED PROPOSED ENDEAVOR STATEMENT

Exhibit C.I — Early Metabolic Surgery Pathways for Type 2 Diabetes and Obesity in High-Risk and Underserved Populations

In re: I-140 Self-Petition of Yglésio Luciano Moysés Silva de Souza, M.D., D.Sc.

1. Canonical Statement of the Endeavor

Dr. Souza proposes to develop, validate, and disseminate standardized early-identification, evaluation, and referral pathways for adults with obesity and type 2 diabetes who may benefit from metabolic surgery, with particular attention to high-risk and medically underserved populations in the United States.

The endeavor is a self-directed, implementation-focused translational research program. Its purpose is not to provide ordinary clinical services to a fixed group of patients or to fill one physician position. Its purpose is to create and test transferable tools—screening criteria, referral algorithms, multidisciplinary evaluation pathways, outcome measures, training materials, and an implementation toolkit—that may be adopted and studied across clinical and research settings.

2. Problem Addressed

Metabolic surgery has an established evidence base for selected patients with obesity and type 2 diabetes, yet the existence of evidence does not ensure timely identification, evaluation, or referral. Referral practices vary; specialist access is uneven; and patients in rural, community-based, or otherwise lower-access settings may encounter fragmented care across primary care, endocrinology, nutrition, behavioral health, and surgery.

The proposed program addresses the implementation gap between clinical knowledge and routine delivery. It asks how ordinary clinical teams can identify potentially eligible patients earlier, apply transparent referral criteria, coordinate multidisciplinary evaluation, and track whether a pathway reaches the populations for whom delayed or absent referral is most consequential.

3. Objectives

- Objective 1 — characterize patterns of delayed or absent referral and identify workflow, access, and continuity barriers using properly authorized retrospective or systems-level information.
- Objective 2 — develop a standardized screening and referral framework integrating clinical eligibility, comorbidity burden, multidisciplinary evaluation, and longitudinal follow-up.
- Objective 3 — adapt the framework for feasibility in community-based, rural, and underserved settings rather than limiting it to high-volume academic centers.
- Objective 4 — pilot and refine the pathway under appropriate institutional authorization, measuring implementation as well as clinical-process outcomes.
- Objective 5 — disseminate a reproducible toolkit, manuscripts, conference materials, and a replication framework for use by additional institutions and research groups.

4. Work Plan and Methodology

Phase I — Evidence synthesis and protocol development (Months 0–6). Dr. Souza will update the literature review; define the target population, outcomes, inclusion and exclusion logic, and referral-gap measures; map

candidate collaborators and sites; and prepare an IRB, quality-improvement, or other institutional concept package appropriate to the host setting.

Phase II — Authorized retrospective or workflow assessment and tool development (Months 6–12). Subject to all required approvals, the program will analyze properly de-identified or institutionally authorized information concerning referral timing, access barriers, evaluation completion, and follow-up. Findings will inform the screening algorithm, referral criteria, multidisciplinary pathway, and preliminary implementation toolkit.

Phase III — Pilot implementation and refinement (Months 12–24). A participating institution may pilot the pathway after obtaining the licenses, privileges, IRB determinations, data-use permissions, and operational approvals required for the activities undertaken. Training and monitoring will focus on reach, timeliness, equity, feasibility, continuity, and implementation fidelity.

Phase IV — Dissemination and transferability assessment (Months 24–36). The program will refine the model, complete the toolkit, prepare manuscripts and conference submissions, evaluate which components are portable across settings, and define a replication framework for additional sites.

5. Outputs and Performance Measures

Planned outputs include: a screening algorithm; standardized referral and multidisciplinary evaluation criteria; workflow maps; outcome and implementation measures; staff-facing educational materials; an implementation toolkit; interim and final reports; manuscripts; conference submissions; and a replication framework.

Illustrative process and implementation measures include: proportion of the target population screened; referral completion; time from identification to multidisciplinary evaluation; representation of underserved groups; follow-up adherence; adoption by participating teams; and fidelity to core pathway components. Any clinical outcome measure will be selected and interpreted under an appropriately authorized protocol.

6. Broader Implications and Expected Impact

The broader implication of the endeavor is that a proven intervention cannot produce population-level benefit when eligible patients are not identified or referred. By translating specialist knowledge into explicit workflows, the program can reduce avoidable variation, improve coordination across disciplines, and create a common basis for evaluating referral equity and timeliness.

The expected impact extends beyond an initial site because the principal deliverables are designed to be transferable. A screening rule, referral pathway, measurement framework, and implementation toolkit can be reviewed, adapted, and tested by other clinics, health systems, researchers, and professional organizations. Evidence about what succeeds—or fails—in lower-access settings can also guide subsequent research and implementation decisions.

The endeavor does not promise a predetermined number of surgeries, guaranteed clinical outcomes, or nationwide adoption. Its value lies in producing a rigorous, measurable bridge between an established metabolic-surgery evidence base and the practical systems needed for earlier, more equitable evaluation.

7. Petitioner's Role and Preparation

Dr. Souza will lead evidence synthesis, research design, pathway development, collaborator engagement, protocol and implementation planning, analysis, writing, and dissemination. His preparation combines an

M.D.; a Doctor of Science in Experimental Pathophysiology; more than two decades of general and digestive surgical practice; peer-reviewed translational research; documented downstream reliance on co-authored publications; experience in hospital leadership, surgical education, and health-system policy; and a defined U.S. implementation plan.

His doctoral research produced “Evaluation of the Effects of Ozone Therapy in the Treatment of Intra-Abdominal Infection in Rats” (Clinics, 2010), on which he is first and corresponding author. His publication record also includes work in metabolic surgery, pancreatic reconstruction, and NOTES. The petition separately documents the publications, Google Scholar and other bibliometric source records, downstream scientific reliance, translational adoption, expert testimony, and steps toward U.S. professional integration.

8. U.S. Licensure, Research, and Compliance Safeguards

Initial work will be confined to activities that do not constitute independent medical practice: evidence review, research and protocol design, pathway development, properly authorized analysis, scholarly collaboration, implementation planning, training-material development, and publication. Access to data will occur only through de-identification or an institutionally authorized arrangement and in compliance with applicable privacy, security, IRB, data-use, and human-subjects requirements.

Dr. Souza will not independently diagnose or treat patients, prescribe medication, perform surgery, or render individualized medical decisions unless and until he holds every license, privilege, supervision arrangement, immigration authorization, and institutional approval required for that activity. Exhibit F-1 provides the component-by-component licensure analysis.

9. Independence and Institutional Collaboration

The endeavor is independent of any single employer, but it is not independent of institutions where institutional authority is legally or operationally required. Collaborating sites will control their data, patients, approvals, and clinical operations. The program may proceed through successive or concurrent collaborations, and its outputs are intended for dissemination rather than exclusive use by one organization.

Dr. Souza’s documented resources support his ability to begin and sustain properly authorized non-clinical phases without depending on a single job offer. Those resources do not substitute for institutional approvals or for evidence of the endeavor’s importance; their limited role is explained in Exhibit F-2.

10. Conclusion

The proposed endeavor is a defined, phased, and measurable program aimed at converting established metabolic-surgery evidence into earlier, more consistent, and more equitable evaluation pathways. Its significance lies in the creation and study of transferable implementation tools for settings where access and care coordination remain difficult. The program builds directly on Dr. Souza’s medical, scientific, institutional, and translational experience and can begin through lawful non-clinical activities while all patient-facing components remain subject to full licensure and institutional authorization.

U.S. IMPLEMENTATION AND EXECUTION PLAN

Early Identification, Evaluation, and Referral Pathways for Adults with Obesity and Type 2 Diabetes Who May Benefit from Metabolic Surgery

Prepared for: Dr. Yglésio Luciano Moyses Silva de Souza

Proposed Classification: EB-2 National Interest Waiver

Date: July 9, 2026

This document describes a proposed self-directed, implementation-focused research program. It is not an offer of employment, a commitment by any institution, or authorization to practice medicine in the United States.

1. Executive Summary

Dr. Yglésio Souza proposes to develop, validate, and disseminate standardized early-identification, evaluation, and referral pathways for adults with obesity and type 2 diabetes who may benefit from metabolic surgery, with particular attention to high-risk and medically underserved populations in the United States.

The endeavor is designed as a self-directed, implementation-focused research program rather than as a single employer-specific position. Its principal outputs will include: (1) a screening algorithm; (2) standardized referral criteria; (3) a multidisciplinary clinical pathway; (4) measurable implementation and outcomes indicators; (5) an implementation toolkit; (6) educational materials for clinicians and care teams; and (7) peer-reviewed evidence intended for adoption by multiple health systems, community clinics, and rural practices.

The initial phases will consist of literature synthesis, protocol development, stakeholder engagement, retrospective or de-identified data analysis, quality-improvement design, implementation planning, and dissemination. These activities do not require independent U.S. medical practice. Any patient-specific clinical activity will occur only under all applicable state licensure, supervision, institutional privileges, privacy requirements, and regulatory approvals.

2. National Healthcare Problem Addressed

Obesity and type 2 diabetes impose substantial clinical and economic burdens and frequently require coordinated, multidisciplinary care.

Patients who may benefit from metabolic surgery are often identified late, referred inconsistently, or lost between primary care, endocrinology, obesity medicine, nutrition, and surgical services.

Referral barriers are particularly consequential in medically underserved, rural, and resource-limited settings, where fragmented care pathways can delay evidence-based treatment.

A standardized, adaptable, and measurable referral framework can improve consistency, timeliness, care coordination, and the ability to evaluate outcomes across different practice settings.

3. Canonical Statement of the Proposed Endeavor

Dr. Souza proposes to develop, validate, and disseminate standardized early-identification, evaluation, and referral pathways for adults with obesity and type 2 diabetes who may benefit from metabolic surgery, with particular attention to high-risk and medically underserved populations in the United States. The endeavor is a self-directed, implementation-focused research program whose principal outputs — a screening algorithm, standardized referral criteria, a clinical pathway, outcome measures, an implementation toolkit, and peer-reviewed evidence — are designed for use by multiple health systems, community clinics, and rural practices rather than by any single employer. Its initial research, protocol-development, data-analysis, and dissemination phases do not require independent U.S. medical practice. Any patient-specific clinical activity will occur only under applicable licensure, supervision, institutional privileges, and regulatory approval.

4. Objectives and Deliverables

Objective	Primary Deliverable	Expected Use
Identify referral gaps	Evidence map and referral-gap assessment	Define where delays and inconsistencies occur

Objective	Primary Deliverable	Expected Use
Standardize identification	Screening algorithm	Support systematic case-finding in primary and specialty care
Standardize eligibility review	Referral criteria and decision support	Improve consistency and reduce avoidable delay
Coordinate multidisciplinary care	Clinical pathway and workflow map	Clarify roles across care teams
Measure implementation	Process and outcome indicator set	Permit monitoring, audit, and refinement
Support adoption	Implementation toolkit and training materials	Enable use across diverse settings
Generate generalizable evidence	Manuscripts, abstracts, and reports	Facilitate dissemination beyond a single institution

5. Target Population and Initial Geographic Focus

The initial U.S. implementation focus will be Florida, where Dr. Souza intends to establish professional and research relationships. The target population will include adults with obesity and type 2 diabetes, particularly those with elevated metabolic risk, limited access to specialty care, or residence in medically underserved or rural areas.

The model will be designed for portability. The initial work will emphasize practical tools that can be adapted to federally qualified health centers, community clinics, rural practices, academic systems, and integrated health networks in other states.

6. Implementation Phases and Timeline

Phase	Timeframe	Core Activities	Outputs	Milestone
Phase I	Months 0–6	Finalize evidence review; refine protocol; identify stakeholders and potential sites; map referral workflows; define variables; prepare data and ethics materials.	Final protocol; evidence synthesis; stakeholder map; data dictionary; IRB/QI concept package.	Protocol ready for institutional review and feasibility discussion.
Phase II	Months 6–12	Conduct retrospective or de-identified workflow/data assessment where authorized; identify referral delays; refine screening and referral criteria; develop draft toolkit.	Gap analysis; draft algorithm; draft referral criteria; preliminary implementation toolkit.	Prototype pathway completed and reviewed by external experts.
Phase III	Months 12–24	Pilot the pathway in one or more participating settings, subject to approvals; train care teams; monitor fidelity, referral rates, timeliness, and operational barriers.	Pilot implementation; training module; dashboard; interim outcomes report.	Demonstration of feasibility and measurable implementation progress.

Phase	Timeframe	Core Activities	Outputs	Milestone
Phase IV	Months 24–36	Refine and disseminate the model; evaluate transferability; prepare publications and conference submissions; develop multicenter adoption framework.	Final toolkit; manuscripts; abstracts; dissemination materials; multicenter framework.	Model ready for broader replication and external adoption.

The timeline begins upon Dr. Souza's lawful ability to carry out the proposed activities in the United States. Individual phases may overlap because stakeholder engagement, literature surveillance, and dissemination will continue throughout the project.

7. Phase I — Foundation and Feasibility

- Complete a focused review of current U.S. referral practices, consensus recommendations, implementation barriers, and disparities affecting access to metabolic surgery.
- Define the project's specific aims, eligibility framework, outcome measures, and implementation hypotheses.
- Identify potential collaborators in surgery, endocrinology, obesity medicine, primary care, implementation science, biostatistics, and health-services research.
- Engage potential practice sites, including community clinics, rural practices, federally qualified health centers, and academic or integrated systems.
- Determine whether proposed activities are research, quality improvement, or program evaluation under the policies of each participating institution.
- Prepare data-use, privacy, security, and institutional review materials as applicable.

8. Phase II — Retrospective Assessment and Pathway Development

Where authorized, Dr. Souza will evaluate retrospective, aggregate, or de-identified information to identify barriers in the existing referral process. The precise data source will depend on the participating institution and applicable approvals.

- Time from qualifying clinical indicators to referral;
- Proportion of potentially eligible patients who receive referral;
- Incomplete evaluations and missed appointments;
- Differences by geography, insurance status, race or ethnicity, language, or other available disparity indicators;
- Workflow bottlenecks between primary care, endocrinology, obesity medicine, nutrition, behavioral health, and surgery;
- Operational reasons for delayed or unsuccessful referral.

The findings will inform a practical screening algorithm, standardized referral criteria, and a workflow that can be integrated into existing care processes without requiring a single proprietary platform.

9. Phase III — Pilot Implementation

A pilot will be pursued only through a participating institution and after all required approvals. The pilot may begin as a quality-improvement or implementation project and may later support formal research, depending on institutional determination.

- Introduce the screening and referral framework to participating clinicians;
- Provide concise training and workflow materials;
- Track implementation fidelity and reasons for deviation;
- Measure referral volume, timeliness, completion, and care coordination;
- Collect structured feedback from clinicians and staff;
- Refine the model through iterative Plan-Do-Study-Act or comparable implementation cycles.

10. Outcomes and Performance Measures

Domain	Illustrative Measure	Purpose
Reach	Number and proportion of patients screened	Assess penetration into the target population
Referral	Proportion meeting criteria who are referred	Measure consistency of identification
Timeliness	Days from identification to referral and evaluation	Measure delay reduction
Completion	Proportion completing multidisciplinary evaluation	Measure pathway continuity
Equity	Differences across underserved and rural subgroups	Identify disparities
Adoption	Clinician and site uptake	Assess organizational acceptance
Fidelity	Adherence to pathway steps	Assess implementation quality
Clinical process	Completion of indicated assessments	Assess care coordination
Sustainability	Continued use after initial implementation	Assess long-term viability

11. Research, Ethics, Privacy, and Data Governance

- No patient-level data will be accessed without authorization from the institution controlling the data.
- The project will use de-identified, limited, aggregate, or fully authorized data, as appropriate.
- Institutional review board review, exemption, or quality-improvement determination will be obtained when required.
- Data-use agreements, privacy safeguards, access controls, and secure storage will be implemented before data transfer or analysis.
- Only the minimum data necessary for the approved purpose will be used.
- Publications and presentations will not disclose protected health information.

12. U.S. Medical Licensure and Permissible Activities

This endeavor is structured so that its foundational and research components can proceed without independent medical practice. Before obtaining any required U.S. medical license and institutional privileges, Dr. Souza's activities will be limited to legally permissible functions such as:

- Literature review and evidence synthesis;

- Research and implementation protocol development;
- Retrospective, de-identified, aggregate, or institutionally authorized data analysis;
- Workflow mapping and quality-improvement design;
- Development of algorithms, referral criteria, educational materials, and toolkits;
- Research coordination, manuscript preparation, and dissemination;
- Participation in research teams under institutional policies and supervision.

Dr. Souza will not diagnose, prescribe, independently manage patients, perform procedures, or represent himself as authorized for independent clinical practice unless and until all applicable licensure, credentialing, supervision, and institutional requirements have been satisfied.

13. Stakeholder and Institutional Engagement Strategy

The project will seek collaboration from individuals and institutions that can provide subject-matter review, implementation expertise, operational context, or access to appropriately authorized data. Potential collaborators may include:

- Metabolic and bariatric surgery programs;
- Endocrinology and obesity-medicine practices;
- Primary-care networks and community clinics;
- Federally qualified health centers and rural health clinics;
- Academic medical centers and implementation-science programs;
- Biostatisticians and health-services researchers;
- Patient-navigation, nutrition, and behavioral-health teams.

Any letter of support or collaboration included with the petition should accurately describe the signatory's actual role and should not imply a commitment by an institution unless the signatory has authority to make that commitment.

14. Resources and Funding Strategy

The project is designed to begin with relatively low-cost activities: protocol development, literature review, stakeholder engagement, workflow analysis, and preparation of implementation tools. Dr. Souza intends to support the initial phase with personal and professional resources to the extent necessary and documented.

Potential subsequent funding sources may include:

- Institutional research or quality-improvement support;
- Academic collaboration and in-kind statistical or data-management assistance;
- Foundation or nonprofit grants related to obesity, diabetes, rural health, or health disparities;
- Competitive research grants, after establishment of appropriate U.S. institutional relationships;
- Collaborative support for dissemination, training, or multicenter evaluation.

No specific external funding is represented as secured unless documented by a written award or institutional commitment.

15. Dissemination and National Scalability

The project's national value depends on producing tools that can be used beyond a single local pilot. Dissemination activities will include:

- Peer-reviewed manuscripts and conference abstracts;
- A concise implementation guide and workflow templates;
- Training materials for clinicians and care coordinators;
- Standardized indicator definitions and data-collection templates;
- Presentations to professional, academic, and community-health audiences;
- Engagement with additional sites interested in adapting the model;
- Publication of lessons learned, barriers, and implementation strategies.

16. Risk Assessment and Contingency Plan

Potential Risk	Mitigation	Contingency
Delay in securing an institutional site	Engage multiple categories of potential partners	Continue evidence synthesis, protocol refinement, and expert review
Delay in IRB or data-use approval	Prepare complete materials and privacy safeguards	Use aggregate or public datasets where appropriate; defer patient-level work
Limited data availability	Use a minimum viable data set and workflow measures	Conduct qualitative workflow assessment and prospective process measurement
No immediate external funding	Begin with low-cost, self-supported activities	Scale scope to available resources while preserving core deliverables
Medical licensure not yet complete	Keep initial activities research- and implementation-focused	Exclude independent clinical functions until authorized
Site-specific workflow variation	Design adaptable modules rather than a rigid protocol	Develop core and optional components

17. Why the Endeavor Is Not Limited to a Single Employer

The proposed endeavor is not defined by a single job title, employer, or worksite. It is defined by a set of research and implementation objectives and by outputs designed for broad adoption. The work may involve multiple collaborators, institutions, and practice settings. A single employer-specific labor certification would not capture the full scope of the proposed activities, including protocol development, cross-institutional collaboration, dissemination, and adaptation of the pathway across underserved and rural settings.

18. Evidence of Dr. Souza's Capacity to Execute the Plan

- Medical training and more than two decades of experience in digestive-system surgery and healthcare delivery;
- Doctor of Science training in Experimental Pathophysiology;
- Prior research involving metabolic surgery and type 2 diabetes;
- Peer-reviewed publications with documented scholarly use and citation;
- Experience in academic teaching, surgical preceptorship, hospital leadership, and public-health decision-making;

- Ability to bridge clinical evidence, operational workflows, and implementation in resource-constrained settings;
- Ongoing preparation for U.S. professional integration, while maintaining the endeavor's initial independence from clinical licensure.

19. Thirty-Six-Month Milestone Summary

By Month	Required Milestone	Preferred Evidence	Status at Filing
6	Final protocol and feasibility package	Protocol, evidence review, stakeholder correspondence	To be documented
12	Prototype pathway and referral criteria	Algorithm, criteria, gap analysis, expert review	Planned
24	Pilot or authorized implementation assessment	Site documentation, training records, interim metrics	Planned
36	Dissemination-ready model	Toolkit, manuscript, abstract, multicenter framework	Planned

20. Documentation to Be Added Before Filing, If Available

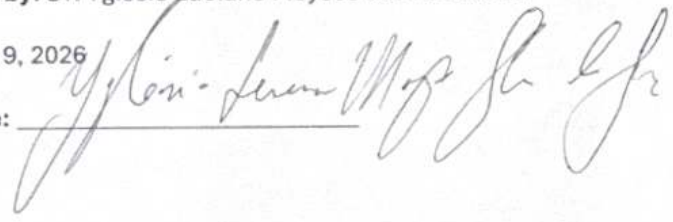
- One or more U.S. letters confirming review of the protocol and a real, accurately described form of interest or collaboration;
- A dated literature-review memorandum or protocol version history;
- Evidence of contact with a potential data source or institutional review office;
- A letter from a potential implementation site, with no unsupported promise of access or employment;
- A short budget and documented statement of initial resources;
- Updated bibliometric evidence with verifiable source excerpts;
- Any abstract, presentation, or manuscript submission related to the endeavor.

21. Conclusion

This implementation plan provides a concrete, phased, and legally permissible pathway for advancing Dr. Souza's proposed endeavor in the United States. It identifies defined outputs, measurable milestones, institutional and regulatory safeguards, dissemination mechanisms, and contingencies. The plan is designed to generate practical and generalizable tools that can improve the identification, evaluation, and referral of adults with obesity and type 2 diabetes who may benefit from metabolic surgery, especially in high-risk and medically underserved populations.

Prepared by: Dr. Yglésio Luciano Moyses Silva de Souza

Date: July 9, 2026

Signature: 

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U.S. DEPARTMENT OF
HEALTH AND HUMAN SERVICES

HHS Priorities

As stewards of taxpayer funds, HHS must deliver real results for the American people. Today, I am announcing that HHS is adopting a unified strategy that aligns our priorities and funding to fulfill that promise. We will prioritize gold-standard science and carry forward the mission set out in the Make America Healthy Again Commission Report [PDF, 4.03 MB] and the Make Our Children Healthy Again Strategy to achieve better health outcomes for all Americans, especially our kids.

HHS will further empower its Operating and Staff Divisions to make funding decisions that reflect our priorities, advance scientific opportunity, strengthen the workforce, and ensure balance across programs—always consistent with the law and with court orders.

Taxpayer dollars are finite and sacred. They are entrusted to us to prudently invest in America's health and future. By setting clear priorities and aligning our goals, we will show the American people that we honor their trust—and that we will not rest until every dollar advances their health, independence, and dignity.



Robert F. Kennedy, Jr.

Secretary

Address the chronic disease epidemic

Curing the nation's chronic disease epidemic is the principal direction to Make America Healthy Again. HHS will prioritize programs that identify and address potential dietary, behavioral, medical, and environmental drivers of chronic disease, especially those that affect America's children, tribal communities and vulnerable populations.

Empower patients to make informed decisions about health care

Restoring transparency and trust to the public is crucial for patients to make the best decisions about health care for themselves and for their families. HHS will ensure that medically accurate materials or instructions with pharmaceutical or health-related recommendations include information on the full range of health risks, so that individuals, such as parents and guardians of minors, can make fully informed decisions about their health.

Prevent conflicts of interest

The public must know that unbiased science—evaluated through a transparent process and insulated from conflicts of interest—guides the recommendations and programs of our health agencies. HHS will deprioritize partnerships with organizations that present

conflicts of interest, politicize science, or otherwise compromise their objectivity or integrity in carrying out HHS-funded programs.

Achieve gold standard science

HHS has a robust plan to implement Gold Standard Science. To the extent permitted by law, HHS programs will prioritize programs and organizations that exhibit strategies to promote the tenets of Gold Standard Science, like innovative program designs to promote constructive skepticism, replicability studies, and research on how to make every dollar of science funding go further.

Explore alternative testing models

HHS is committed to developing, validating, and scaling the use of human-biology-based new approach methodologies (NAMs) to complement animal models and enhance investigations. HHS will prioritize funding opportunities and infrastructure for non-animal approaches to improve human health.

Further our understanding of autism

HHS will prioritize initiatives to understand the etiology and the treatment and care needs of the broad spectrum of people with autism to improve their health outcomes. To the extent permitted by law, HHS will prioritize programs and partnerships with organizations that move beyond studying genetic risk factors for autism towards prevention.

Toxins

HHS will prioritize protecting children and families from harmful chemical exposures by addressing the impact of toxic substances in food, water, air, and consumer products. Many harmful substances accumulate and persist in people over time, magnifying their risks during vulnerable developmental windows. We will work with federal partners to

strengthen oversight of plastics, PFAS, and other high-risk substances, and ensure that guidance and safety standards reflect independent, gold-standard science. Protecting children's health across their lifespan will be the guiding principle of this effort.

HHS will improve transparency in food and product safety reviews, close loopholes that may allow unsafe chemicals into the marketplace, and expand surveillance of chemicals found in blood, breastmilk, and other human tissues to guide stronger protections.

Investigate and care for those with Long COVID

While the COVID-19 pandemic is over, many Americans are still struggling with its aftermath through a range of ongoing symptoms sometimes called Long COVID. HHS will prioritize studying the demography, features, and care of Long COVID patients, as well as funding programs to address Long COVID symptoms, severity, duration or etiology.

Advance the scientific understanding of the aging process

Aging is a leading risk factor for most chronic diseases that affect older Americans. HHS will prioritize research that advances our understanding of the biological mechanisms of aging and develops interventions that target aging processes to improve health span and reduce disease burden.

Use digital tools and artificial intelligence to improve health

Technological breakthroughs in areas like artificial intelligence provide exciting new possibilities for science and medicine. HHS will prioritize programs that research or implement the best uses of digital health tools for prevention of disease and to improve health status and health outcomes.

Data Privacy

Americans own and should have control over their personal data. HHS will assure the privacy and individual stewardship of Americans' data–that held by HHS and that regulated by HHS policies. HHS will maintain federated data architectures and strong access controls, to give the highest levels of protection to individuals' personal information.

Usher in a deflationary era in healthcare costs

Achieving affordable healthcare for all Americans is essential to Make America Healthy Again. The Centers for Medicare & Medicaid Services (CMS) will lead efforts to drive system-wide deflation in healthcare costs through value-based care models that prioritize efficiency, transparency, enhanced competition, and other innovative reforms. These initiatives will simultaneously advance patient health outcomes by emphasizing preventive care, personalized treatments, and access to high-quality services for underserved communities.

Strengthen the health care workforce

The backbone of a strong health care system equipped to Make America Healthy Again is a strong and sustainable health care workforce. HHS will prioritize programs and policies that promote the development of a resilient health care workforce equipped to meet the needs of all American patients, including those in rural, tribal, and underserved areas, while respecting their conscience rights.

Promote patient safety

HHS is committed to making health care delivery safer and more effective for all Americans. HHS will prioritize programs that uncover and implement changes that can benefit large numbers of patients in significant ways or profoundly and substantially benefit smaller patient groups.

Promote work and self-sufficiency

Work is not just a means of income; it instills dignity, responsibility, and opportunity. To the extent permitted by law, HHS will prioritize programs and policies that promote work as the primary pathway to self-sufficiency and economic independence.

Foster marriage and family formation

Strong families are the cornerstone of a healthy society. HHS will support programs that encourage marriage, recognizing its importance in fostering economic and social well-being. To the extent permitted by law, HHS will also prioritize programs that encourage the formation and stability of two-parent families, valuing the unique and critical roles of both mothers and fathers. Further, HHS is committed to pursuing policies that make it possible for American families to own a home and raise their children on a single income, as was possible for generations of Americans before.

End illegal race discrimination

So-called "diversity, equity, and inclusion" (DEI) programs, which are based on ideologies that promote differential treatment of people based on race or ethnicity and rely on poorly defined concepts or on unfalsifiable theories, are fundamentally anti-American.

HHS will not tolerate unlawful discrimination. Our civil rights laws prohibit funding recipients from conducting DEI programs in ways that distribute burdens or benefits on the basis of race.

Rather than supporting DEI programs, HHS will end race-based special preferences in grant making and instead direct resources to programs that advance the health and longevity of all Americans. Specifically, HHS training programs will focus on training future medical providers and scientists to lead American preeminence in health for the 21st century. These programs should be based on merit, follow civil rights law, and not unlawfully discriminate against anyone.

Combat gender ideology and protect children

It is an HHS priority to ensure our programs accurately reflect science, including the biological reality that a person's sex as either male or female is unchangeable and determined by objective biology, as reflected in HHS's guidance promulgating sex-based definitions.

HHS released a comprehensive review of the evidence and best practices for promoting the health of children and adolescents with gender dysphoria. This review, informed by an evidence-based medicine approach, found medical interventions, such as puberty blockers, cross-sex hormones, and surgeries, that seek to reject a minor's sex are unsupported by the evidence and have an unfavorable risk/benefit profile.

HHS will work to protect children from these practices, and, to the extent allowable by applicable federal law and any relevant court orders, HHS will deprioritize programs that engage in these practices where permissible. HHS funds will also not support the costs of such practices where not required by the law or court order.

End taxpayer subsidies for illegal immigration

Illegal immigration presents significant threats to our nation. HHS programs will not encourage or support illegal immigration. Consistent with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) and other applicable law, HHS will ensure its programs benefit Americans first by not supporting unqualified aliens.

Reaffirm parental authority and protect religious liberty and conscience rights

"In God We Trust" is the national motto (36 U.S.C. § 302), faith in God is the cornerstone of the American Republic, and the Founding Fathers enshrined the free exercise of religion in the First Amendment. It is an HHS priority to ensure that all programs respect religious liberty and rights of conscience, including by complying with Federal conscience laws, such as those protecting against forced participation in abortion.

HHS programs will defend the constitutional rights of parents to direct the upbringing of their children by ensuring that the programs it conducts or funds protect children's innocence and respect parents' right to protect their children from exposure to content that burdens the exercise of their religious beliefs.

End crime and disorder on America's streets

HHS is committed to making America's streets and communities safe again and ending the vagrancy, disorderly behavior, and violent attacks that have made our nation's cities unsafe. HHS grants will prioritize evidence-based programs and deprioritize programs that fail to achieve adequate outcomes, including so-called "harm reduction" or "safe consumption" efforts, which only facilitate illegal drug use and its attendant harm. HHS will deprioritize support for "housing first" policies that fail to ensure accountability and fail to promote treatment, recovery, and self-sufficiency.

HHS does not support drug injection sites for illegal drugs, or so-called "safe consumption sites," or the use or distribution of illegal drugs and associated paraphernalia. HHS will ensure that its funds reduce rather than promote homelessness by supporting, to the maximum extent permitted by applicable federal law, comprehensive services for individuals with serious mental illness and substance use disorder, including crisis intervention services.

Enforce the Hyde Amendment

The Hyde Amendment protects taxpayer funds administered by the HHS from being used for elective abortion. HHS will prioritize programs and funding mechanisms that respect the dignity of human life at all stages of development, improve maternal health care, strengthen the family, and do not use taxpayer funding for elective abortion, consistent with the Hyde Amendment.

Improve oversight of foreign funded institutions

All HHS offices should consider whether there is a justification for conducting a program at a foreign site rather than a domestic one. HHS will prioritize the latter over the former when justified and consider whether each project involving foreign collaboration will likely lead to better health for Americans. When such projects are appropriate, HHS will take proactive steps to monitor and oversee the foreign collaborators and collaboration sites to ensure that they comply with the applicable U.S. laws governing the receipt of HHS funds and the programs in which the collaboration occurs.

Ending dangerous gain-of-function research

Dangerous gain-of-function research creates unacceptable risks to public health and national security. HHS will prioritize programs and policies that strengthen independent oversight, enforce strict biosafety and biosecurity standards, and close potential loopholes in both federally and non-federally funded research. NIH has already terminated foreign projects in countries of concern, suspended remaining covered research pending new policy, and directed all awardees to immediately review and report ongoing work. HHS will ensure taxpayer dollars do not currently support high-risk gain-of-function projects abroad or at home, while also working to establish more robust safeguards and to maintain America's global leadership in biotechnology, biodefense, and health research.

Content last reviewed September 30, 2025

CMS.gov

Chronic Care Management for Complex Conditions

> **Are you a person with Medicare?**
>
> This content is for health care providers. If you're a person with Medicare, visit Medicare.gov.

Medicare covers chronic care management (CCM), which is managing a patient's multiple (2 or more) chronic conditions expected to last at least 12 months, or until their death. Chronic conditions place the patient at significant risk of death, acute exacerbation or decompensation, or functional decline. CCM is a critical primary care service that contributes to better patient health and care. We pay for CCM services provided to patients with multiple chronic conditions under the Physician Fee Schedule (PFS).

We cover CCM and other management services for some patients with complex conditions.

Who's Eligible?

We cover CCM for chronic conditions, including, but not limited to:

- Alzheimer's disease and related dementia
- Arthritis (osteoarthritis and rheumatoid arthritis)
- Asthma
- Atrial fibrillation
- Autism spectrum disorders
- Cancer

- Cardiovascular disease
- Chronic obstructive pulmonary disease (COPD)
- Depression
- Diabetes
- Glaucoma
- HIV and AIDS
- Hypertension (high blood pressure)
- Substance use disorders

We also cover CCM for some patients with complex conditions, requiring moderate or high complexity medical decision making, including, but not limited to:

- Infection-associated chronic conditions and illnesses (IACCI), including those with:
  - Clearly identifiable infectious triggers, like Lyme disease
  - Difficult to identify infectious triggers, like myalgic encephalomyelitis/chronic fatigue syndrome (ME/CFS)
- Conditions with potentially challenging, clinically challenging, or ambiguous diagnoses
- Conditions with limited biomarkers for evaluation

What's My Role?

Develop a comprehensive care plan for optimal, reasonable, and necessary care. Due to diagnostic uncertainty, the Centers for Medicare & Medicaid Services (CMS) doesn't define these plans.

To develop a care plan, you may:

- Conduct a thorough physical exam
- Do a broad and systematic differential diagnosis
- Evaluate prior laboratory evaluation and treatment history

A comprehensive care plan focusing on managing chronic conditions may include:

- Problem list
- Expected outcome and prognosis
- Measurable treatment goals
- Revision and monitoring (per code descriptors), when necessary
- Cognitive and functional assessment
- Symptom management
- Planned interventions
- Medical management
- Environmental evaluation
- Caregiver assessment
- Interaction and coordination with outside resources and practitioners
- Periodic review

Due to a patient's complex needs, your care plan may focus on:

- Ongoing evaluation of medical and psychosocial needs
- Coordination with specialty care providers as part of an interdisciplinary team
- Trust building aligned around shared treatment goals
- Encouraging a focus on improved quality of life

How Do I Get Started?

Before CCM services can start, we require an initiating visit for new patients or patients who haven't been seen within the previous 1 year. Conduct the initiating visit during the comprehensive face-to-face evaluation and management (E/M) visit, annual wellness visit (AWV), or initial preventive physical exam (IPPE).

How Do I Bill?

View Chronic Care Management (PDF) for information on how to bill.

A face-to-face initiating visit isn't part of CCM and can be separately billed. If you personally provide extensive assessment and care planning outside the usual effort described by the initiating visit and CCM codes, you may also bill HCPCS code G0506 once, as part of an initiating visit.

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CMS.gov

A federal government website managed and paid for by the U.S. Centers for Medicare & Medicaid Services.

7500 Security Boulevard, Baltimore, MD 21244

Obesity

Adult Obesity Facts

MAY 14, 2024

For Public Health

AT A GLANCE

- Obesity is a serious, common, and costly chronic disease. More than 2 in 5 U.S. adults have obesity.
- Obesity affects some groups more than others, including non-Hispanic Black adults and adults with less education.
- Many adults with obesity have other serious chronic diseases, including diabetes and heart disease.
- Obesity accounts for nearly $173 billion in medical expenditures in 2019 dollars.



Many U.S. adults have obesity

The prevalence of obesity among U.S. adults 20 and over was 41.9% during 2017–March 2020.[1] During the same time, the prevalence of severe obesity among U.S. adults was 9.2%. This means that more than 100 million adults have obesity, and more than 22 million adults have severe obesity.

The prevalence of obesity increased from 30.5% in 1999-2000[2] to 41.9% in 2017–March 2020. During the same time, the prevalence of severe obesity increased from 4.7% to 9.2%.

Note: Obesity is defined as having a body mass index (BMI) of 30.0 or higher. Severe obesity is defined as having a BMI of 40.0 or higher.

Obesity Prevalence Maps

View adult obesity prevalence by U.S. state and territory, based on data from the Behavioral Risk Factor Surveillance System.

Obesity affects some groups more than others

Expand All

Race and Ethnicity

In 2017–March 2020, non-Hispanic Black adults had the highest obesity prevalence (49.9%) followed by Hispanic (45.6%), non-Hispanic White (41.4%), and non-Hispanic Asian (16.1%) adults.[1]

Education

In 2017–March 2020, obesity prevalence was highest among U.S. adults with a high school diploma or some college education (46.4%) followed by those with less than a high school diploma (40.1%) and those with a college degree or above (34.2%).[1]

Age

In 2017–March 2020, differences by age group were not statistically significant. Obesity prevalence was 39.8% among U.S. adults aged 20–39 years, 44.3% among adults aged 40–59 years, and 41.5% among adults aged 60 years and older.[1]

KEEP READING:
National Center for Health Statistics (NCHS) Data Brief

Obesity is serious and expensive

Many adults with obesity have other serious chronic diseases. For example, 58% of U.S. adults with obesity have high blood pressure, a risk factor for heart disease. Also, approximately 23% of U.S. adults with obesity have diabetes.[1]

Health care for obesity is expensive for patients and the health care system. In 2019 dollars, annual medical costs for adults with obesity were $1,861 higher per person than adults with healthy weight. For adults with severe obesity, the excess costs were $3,097 per person. This accounts for nearly $173 billion in medical expenditures in 2019 dollars.[2]

Related information

Risk Factors for Obesity

Determinants of health, health behaviors, and other factors that are associated with obesity.

About BMI

What body mass index is, how it is used, and how it is interpreted.

Adult BMI Calculator

Calculate BMI and the corresponding BMI category for adults 20 years and older.

Child Obesity Facts

Information about obesity among children in the U.S.

Health Access Resources

Tools to help remove barriers to health.

Person-First Language

CDC encourages the use of person-first language when discussing obesity and other chronic diseases. For example, say "adults with obesity" rather than "obese adults." Read more about People-First Language for Obesity PDF or Weight Bias and Stigma.

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Healthy People 2030 sets data-driven national objectives to improve health and well-being over the next decade.

Find objectives (/healthypeople/objectives-and-data/find-objectives)



Healthy People 2030 includes core — or measurable — objectives as well as developmental and research objectives.

Learn more about the types of objectives (/healthypeople/objectives-and-data/about-objectives).



Social Determinants of Health

Social determinants of health have a major impact on people's health and well-being — and they're a key focus of Healthy People 2030.

Read about social determinants of health (/healthypeople/priority-areas/social-determinants-health)

Leading Health Indicators Infographics ★ LHI (/healthypeople/objectives-and-data/leading-health-indicators)

Leading Health Indicators (LHIs) are a small subset of high-priority objectives that drive action toward improving health and well-being. The LHI infographics offer engaging visual interpretations of the overall data and select population disparities data.

View the Leading Health Indicators infographics (/healthypeople/objectives-and-data/leading-health-indicators/leading-health-indicators-infographics)





Health Data Features

Healthy People 2030's data features allow you to track changes to see where we're improving as a nation — and where we need to increase our efforts.

Learn how to use the data feature (/healthypeople/objectives-and-data/about-disparities-data)

Healthy People in Action Spotlight

Healthy People News and Events (/news/tag/healthy-people-news-and-events)

Explore the new Healthy People 2030 Leading Health Indicators Infographics

Posted on December 5, 2024 by ODPHP



Healthy People Leading Health Indicators (LHIs) reflect major causes of death and disease in the United States. They track health conditions like diabetes, cancer, and obesity, as well as social determinants of health like employment, environmental health, education, and food insecurity. Together, LHIs cover every stage of life.

Read more on health.gov (/news/202412/explore-new-healthy-people-2030-leading-health-indicators-infographics)

Chronic Disease

Fast Facts: Health and Economic Costs of Chronic Conditions

AUG. 8, 2025

For Everyone

AT A GLANCE

Chronic diseases account for most illness, disability, and death in the United States and are the leading drivers of health care costs.



The impact of chronic diseases in America

Ninety percent of the nation's $4.9 trillion in annual health care expenditures are for people with chronic and mental health conditions.[1] [2] Interventions to prevent and manage these diseases can have significant health and economic benefits.

Diseases

Heart disease and stroke

Nothing kills more Americans than heart disease and stroke. More than 843,000 Americans die of heart disease or stroke every year—that's more than 1 in 4 deaths.[3] These diseases take an economic toll, as well, costing our health care system $233.3 billion per year and causing $184.6 billion in lost productivity on the job.[4] Costs from cardiovascular diseases are projected to hit roughly $2 trillion by 2050.[5]

See the health and economic benefits of high blood pressure interventions.

Cancer

Each year in the United States, 1.8 million people are diagnosed with cancer, and more than 600,000 die from it, making it the second leading cause of death.[6] The cost of cancer care continues to rise and is expected to reach more than $240 billion by 2030.[7]

See the health and economic benefits of interventions for breast cancer, cervical cancer, colorectal cancer, and skin cancer.

Diabetes

More than 38 million Americans have diabetes, and another 98 million adults in the United States have prediabetes, which puts them at risk for type 2 diabetes.[8] Diabetes can cause serious complications, including heart disease, kidney failure, and blindness. In 2022, the total estimated cost of diagnosed diabetes was $413 billion in medical costs and lost productivity.[9]

See the health and economic benefits of diabetes interventions.

Obesity

Obesity affects 21% of children[10] and 40% of adults,[11] putting them at risk of chronic diseases such as type 2 diabetes, heart disease, and some cancers. Only 2 in 5 young adults are weight-eligible and physically prepared for basic training in the U.S. military.[12] Obesity costs the U.S. health care system nearly $173 billion a year.[13]

Alzheimer's disease

Alzheimer's disease, a type of dementia, is an irreversible, progressive brain disease that affects nearly 7 million Americans, including 1 in 9 adults aged 65 and older. Two-thirds of these older adults (4.2 million) are women. Deaths due to Alzheimer's disease more than doubled between 2000 and 2021, increasing 141%. The cost of caring for people with Alzheimer's and other dementias is an estimated $360 billion in 2024, with projected increases to nearly $1 trillion (in today's dollars) by 2050.[14]

Arthritis

Arthritis affects 53.2 million adults in the United States, which is about 1 in 5 adults.[15] It is a leading cause of disability in the United States, and a leading cause of chronic pain.[15] Arthritis-attributable medical costs and earning losses were over $300 billion in 2013.[16]

Chronic kidney disease

Chronic kidney disease (CKD) affects more than 35.5 million adults in the United States. Diabetes and hypertension are the leading causes of CKD in adults.[17] Awareness of CKD is low, with nearly 9 out of 10 people not knowing they have it.[17] Among those with severe CKD, about 1 in 3 are still unaware they have it.[17] Nearly 1 in 4 Medicare dollars, totaling $95.7 billion, are spent on care for patients with CKD.[18]

Epilepsy

In the United States, about 3 million adults and about half a million children and teens younger than 18 have active epilepsy—meaning that they have been diagnosed by a doctor, are taking epilepsy medicines, had a recent seizure, or both.[19] Adults with epilepsy report worse physical and mental health, and more work limitations c compared to adults without epilepsy.[19] In 2019, total health care costs (epilepsy-attributable and other health-related costs) for noninstitutionalized people with epilepsy was $13.4 billion, of which $5.4 billion were directly attributable to epilepsy.[20]

Tooth decay

Cavities (also called tooth decay) are one of the most common chronic diseases in the United States. One in six children aged 6 to 11 years and 1 in 4 adults have untreated cavities.[21] Untreated cavities can cause pain and infections that may lead to problems eating, speaking, and learning. On average, 34 million school hours are lost each year because of unplanned (emergency) dental care, and almost $46 billion is lost in productivity due to dental disease.[22] [23]

See the health and economic benefits of oral disease interventions.

Risk Factors

Cigarette smoking

More than 16 million Americans have at least one disease caused by cigarette smoking.[24] This amounts to more than $240 billion in health care spending that could be reduced every year if we could prevent young people from starting to smoke and help every person who smokes to quit.[25]

See the health and economic benefits of tobacco use interventions.

Physical inactivity

Not getting enough physical activity comes with high health and financial costs. It can lead to heart disease, type 2 diabetes, some cancers, and obesity.[26] Inadequate physical activity also costs the nation $192 billion a year for related health care.[27]

Excessive alcohol use

Excessive alcohol use is responsible for 178,000 deaths in the United States each year, including 1 in 5 deaths among adults aged 20 to 49 years.[28] [29] Binge drinking is responsible for over one-third these deaths.[28] In 2010, excessive alcohol use cost the U.S. economy $249 billion, or $2.05 a drink, and $2 of every $5 of these costs were paid by the public.[30] Three-quarters of these costs were due to binge drinking.

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Exhibit C.II – Second Prong – Well-Positioned to Advance the Proposed Endeavor

Please refer to all the documents in Exhibit B

REGIONAL COUNCIL OF MEDICINE OF THE STATE OF MARANHÃO

Specialist Certificate

The **Regional Council of Medicine of the State of Maranhão**, following the applicable resolution, hereby certifies that on 08/18/2010, it registered, in Book No. 005, RQE No. 803, Page No. 066, the qualification of the physician

YGLESIO LUCIANO MOYSES SILVA DE SOUZA, CRM No. 5227,

in the specialty of

GENERAL SURGERY.

Validation key: **58e03bd07dc6fa7b0fb9094227ad39ea6fbaf155**

Electronically issued via the internet on **04/03/2025**

Its authenticity can be verified on the **CRM-MA** website:
http://www.crmma.org.br/

I, Marina Viana Silva, certify that I, a qualified translator fluent in both languages, have performed the professional translation of this document from Portuguese to English and that the following is an accurate and complete translation of the document.

Marina Viana **Date: May 16, 2025.**

CONSELHO REGIONAL DE MEDICINA DO ESTADO DO MARANHÃO

Certificado de Especialista

O **CONSELHO REGIONAL DE MEDICINA DO ESTADO DO MARANHÃO**, de acordo com a resolução vigente, certifica que registrou, em 18/08/2010, no livro nº. 005, RQE nº. 803, folha nº. 066, a qualificação do médico(a),

YGLESIO LUCIANO MOYSES SILVA DE SOUZA, CRM nº. 5227,

na especialidade de

CIRURGIA GERAL

Chave de validação **58e03bd07dc6fa7b0fb9094227ad39ea6fbaf155**

Emitida eletronicamente via internet em **03/04/2025**

Sua autenticidade poderá ser confirmada no site do **CRMMA**:
http://www.crmma.org.br/

REGIONAL COUNCIL OF MEDICINE OF THE STATE OF MARANHÃO

Specialist Certificate

The **Regional Council of Medicine of the State of Maranhão**, following the applicable resolution, hereby certifies that on 08/18/2010, it registered, in Book No. 005, RQE No. 804, Page No. 066, the qualification of the physician

YGLESIO LUCIANO MOYSES SILVA DE SOUZA, CRM No. 5227,

in the specialty of

DIGESTIVE SYSTEM SURGERY

Validation key: **1dd33cf1a31d5c0ecfe7218ae136dc9e27b04b24**

Electronically issued via the internet on **04/03/2025**

Its authenticity can be verified on the **CRM-MA** website:
http://www.crmma.org.br/

I, Marina Viana Silva, certify that I, a qualified translator fluent in both languages, have performed the professional translation of this document from Portuguese to English and that the following is an accurate and complete translation of the document.

Marina Viana

Date: May 16, 2025.

CONSELHO REGIONAL DE MEDICINA DO ESTADO DO MARANHÃO

Certificado de Especialista

O **CONSELHO REGIONAL DE MEDICINA DO ESTADO DO MARANHÃO**, de acordo com a resolução vigente, certifica que registrou, em 18/08/2010, no livro nº. 005, RQE nº. 804, folha nº. 066, a qualificação do médico(a),

YGLESIO LUCIANO MOYSES SILVA DE SOUZA, CRM nº. 5227,

na especialidade de

CIRURGIA DO APARELHO DIGESTIVO

Chave de validação **1dd33cf1a31d5c0ecfe7218ae136dc9e27b04b24**

Emitida eletronicamente via internet em **03/04/2025**

Sua autenticidade poderá ser confirmada no site do **CRMMA**:
http://www.crmma.org.br/

REGIONAL COUNCIL OF MEDICINE OF THE STATE OF MARANHÃO

Specialist Certificate

The **Regional Council of Medicine of the State of Maranhão**, following the applicable resolution, hereby certifies that on 09/11/2017, it registered, in Book No. 9, RQE No. 2996, Page No. 132, the qualification of the physician

YGLESIO LUCIANO MOYSES SILVA DE SOUZA, CRM No. 5227,

in the specialty of

ONCOLOGY/SURGICAL CANCER

Validation key: **a3079525b911daf90298615acbab2c358f073ded**

Electronically issued via the internet on **04/03/2025**

Its authenticity can be verified on the **CRM-MA** website:
http://www.crmma.org.br/

I, Marina Viana Silva, certify that I, a qualified translator fluent in both languages, have performed the professional translation of this document from Portuguese to English and that the following is an accurate and complete translation of the document.

Marina Viana **Date: May 16, 2025.**

CONSELHO REGIONAL DE MEDICINA DO ESTADO DO MARANHÃO

Certificado de Especialista

O **CONSELHO REGIONAL DE MEDICINA DO ESTADO DO MARANHÃO**, de acordo com a resolução vigente, certifica que registrou, em 11/09/2017, no livro nº. 9, RQE nº. 2996, folha nº. 132, a qualificação do médico(a),

YGLESIO LUCIANO MOYSES SILVA DE SOUZA, CRM nº. 5227,

na especialidade de

CANCEROLOGIA/CANCEROLOGIA CIRÚRGICA

Chave de validação **a3079525b911daf90298615acbab2c358f073ded**

Emitida eletronicamente via internet em **03/04/2025**

Sua autenticidade poderá ser confirmada no site do **CRMMA**:
http://www.crmma.org.br/

Exhibit C.II – Second Prong – Scientific Publications

EXHIBIT C.II

Bibliometric Profile and Documented Scientific Impact

of the Petitioner's Cornerstone Publication in Metabolic Surgery

Beneficiary: Dr. Yglésio Luciano Moyses Silva de Souza, M.D., Doctor of Science, LL.B.

Proposed Classification: EB-2 National Interest Waiver (NIW)

Statutory framework: INA § 203(b)(2)(B); 8 C.F.R. § 204.5(k); Matter of Dhanasar, 26 I&N Dec. 884 (AAO 2016)

I. Methodological Note and Scope of This Exhibit

This exhibit presents an audited bibliometric profile of the Petitioner's scholarly record in metabolic surgery, with particular focus on the documented citation impact of the Petitioner's cornerstone publication on Laparoscopic Duodenal-Jejunal Exclusion (LBMI), published in Obesity Surgery in 2009. The data presented in this exhibit are drawn exclusively from publicly auditable bibliographic sources—Google Scholar (the Petitioner's personal author profile), the Web of Science Core Collection (two algorithmically generated author records corresponding to the Petitioner, plus the Web of Science Citation Report for the LBMI publication), and PubMed-indexed primary sources—and each material assertion in this document is paired with a precise reference that may be independently verified by the adjudicating officer.

This exhibit is submitted in support of an EB-2 National Interest Waiver petition. It is therefore framed under the standard articulated in Matter of Dhanasar, 26 I&N Dec. 884 (AAO 2016), and 8 C.F.R. § 204.5(k). Consistent with that framework, the bibliometric record is offered not as evidence of "sustained national or international acclaim" within the meaning of 8 C.F.R. § 204.5(h)—the EB-1A standard—but rather as evidence that (i) the Petitioner is well positioned to advance the proposed endeavor (Dhanasar prong 2), and (ii) the proposed endeavor in metabolic surgery and chronic disease management has the credibility and scientific foundation contemplated by Dhanasar prong 1.

Two distinct categories of bibliometric evidence are presented in this exhibit and should not be conflated. The first is the Petitioner's personal author profile, derived from his Google Scholar account, which reflects metrics computed exclusively over publications of which he is an identified author. The second is the documented downstream citation impact of his cornerstone publication, derived from the Web of Science Citation Report for that single publication. The second category is not a measure of the Petitioner's individual h-index or aggregate authorship metrics; rather, it documents the scientific influence of the cornerstone publication itself—how broadly and how durably the work has been cited by independent investigators in the years following its publication.

Both categories are relevant under Dhanasar, but they are conceptually distinct and are reported separately below.

II. The Petitioner's Personal Author Profile

A. Sources and Verifiability

Two distinct, publicly auditable bibliographic platforms have been used to construct the Petitioner's personal author profile presented in this exhibit: (i) Google Scholar, which compiles a single consolidated author profile maintained by the Petitioner, and (ii) the Web of Science Core Collection, which presents two algorithmically generated author records corresponding to the Petitioner. Each source is described, audited, and reconciled below. Screenshots of the Google Scholar profile and the relevant Web of Science records, captured on the dates stated in the respective tables and attachment descriptions, are included as sub-attachments and may be independently verified by the adjudicating officer.

B. Google Scholar Author Profile

The Petitioner maintains a single consolidated personal author profile on Google Scholar (user identifier i0_Rp2gAAAAJ). Google Scholar compiles a broader set of citing documents than the Web of Science Core Collection because it includes citations from non-Web-of-Science-indexed journals, theses, and conference proceedings; consequently, Google Scholar consistently reports higher absolute citation counts than the Web of Science Core Collection for the same underlying publication.

Indicator	All years	Since 2021	Source
Total citations	**473**	44	Google Scholar
h-index	**4**	4	Google Scholar
i10-index	**4**	3	Google Scholar
Indexed entries on author profile	**12**	—	Google Scholar

Table 1. Petitioner's Google Scholar author profile metrics, retrieved on June 21, 2026.

The twelve entries on the Google Scholar profile include four peer-reviewed indexed publications (described in detail in Sections III and V below) and eight conference abstracts and earlier-career outputs that are listed for completeness but that are not the focus of this exhibit. The four indexed publications include the LBMI 2009 study, the Clinics 2010 ozone therapy publication, the NOTES transvaginal cholecystectomy 2008 publication (146 Google Scholar citations), and the Modified Heidelberg technique 2017 publication.

C. Web of Science Author Records — Methodological Note on Profile Fragmentation

The Petitioner's record in the Web of Science Core Collection is captured across two distinct algorithmically generated author records, rather than a single consolidated profile. This is because the Web of Science author-disambiguation algorithm matches publications to candidate authors based on the exact name string used in each indexed publication, and the Petitioner's three peer-reviewed Web-of-Science-indexed publications appeared under two different name conventions during his early scientific career: "de Souza, YM" / "Yglesio Moyses de Souza" in his 2009 and 2010 publications, and "Souza, YLMS" / "Yglesio L. Moyses S. Souza" in his 2017 publication. The Web of Science algorithm therefore generated two separate author records, each capturing a portion of the Petitioner's actual publication record. Both records are openly identified by Web of Science as algorithmically generated ("This is an algorithmically generated author record"), and the Petitioner has not yet claimed and consolidated them under a single ResearcherID. Both records are nevertheless legitimate insofar as each contains only publications that the Petitioner is in fact an author of.

This methodological note is provided in the interest of full transparency. Counsel and the adjudicating officer are invited to verify the two records independently at the URLs and ResearcherIDs identified below. The metrics presented in this exhibit are computed by consolidating the two records, and the consolidated metrics are mathematically and bibliographically consistent with the Petitioner's Google Scholar profile and with the underlying publication record reported in PubMed.

C.1. Web of Science Author Record A — "de Souza, Yglesio Moyses" (USP)

Record A (Web of Science ResearcherID ESP-2410-2022; affiliated organization at the time of indexed publication: Universidade de São Paulo, Faculdade de Medicina) captures the Petitioner's 2009 and 2010 publications, both of which were authored under the name convention "de Souza YM" / "Yglesio Moyses de Souza."

Indicator	Value	Notes
Web of Science Core Collection publications	**2**	LBMI 2009; Clinics 2010
Sum of Times Cited (all publications in record)	**135**	103 (LBMI) + 32 (Clinics)
Citing Articles (excluding self-citations)	**135**	identical to total — no self-citations of citing authors flagged
h-index of record	**2**	both publications cited >2 times

Indicator	Value	Notes
Author Position — First Author	**50%**	first author on 1 of 2 publications (Clinics 2010)
Author Position — Corresponding Author	**100%**	platform-generated metric; published Clinics article independently confirms first/corresponding authorship
Author Impact Beamplot — overall citation percentile median	**90th percentile**	Web of Science Author Beamplot, 1980–2024 cohort
Author Impact Beamplot — LBMI 2009 publication percentile	**95th percentile**	Surgery category, 2009 publication year
Author Impact Beamplot — Clinics 2010 publication annual median	**84th percentile**	Surgery category, 2010 publication year

Table 2. Web of Science Author Record A (ResearcherID ESP-2410-2022) — metrics retrieved March 26, 2026.

Two features of Record A merit specific attention. First, the Web of Science author record displays a 100% Corresponding Author metric for this two-publication record. Because algorithmically generated author-position metrics may not always reproduce the published byline with complete precision, this exhibit relies independently on the published Clinics 2010 article to confirm that Dr. Souza was its first and corresponding author. Second, the Web of Science Author Impact Beamplot provides three platform-generated metrics for this record: (i) an overall citation percentile median of the 90th percentile across the relevant 1980–2024 author cohort; (ii) a citation percentile of the 95th percentile for the LBMI 2009 publication when compared with publications in the Surgery category in the same publication year; and (iii) an annual median percentile of the 84th percentile for the Clinics 2010 publication. These percentiles are generated by the Web of Science platform from InCites bibliometric data and are not self-reported by the Petitioner.

C.2. Web of Science Author Record B — "Souza, Yglesio L. Moyses S." (UFMA)

Record B (Web of Science ResearcherID DVE-8193-2022; affiliated organization at the time of indexed publication: Universidade Federal do Maranhão, Department of Gastrointestinal Surgery) captures the Petitioner's 2017 publication on the Modified Heidelberg technique, which was authored under the name convention "Souza YLMS" / "Yglesio L. Moyses S. Souza."

Indicator	Value	Notes

Indicator	Value	Notes
Web of Science Core Collection publications	**1**	Modified Heidelberg technique 2017
Sum of Times Cited	**15**	citing articles in WoS Core Collection
Citing Articles (excluding self-citations)	**15**	identical to total
h-index of record	**1**	single publication
Author Impact Beamplot — citation percentile	**~ 50th percentile**	median performance for the relevant cohort

Table 3. Web of Science Author Record B (ResearcherID DVE-8193-2022) — metrics retrieved April 26, 2026.

D. Consolidated Metrics Across Sources

Reconciling the Google Scholar profile and the relevant Web of Science publication and author records, the Petitioner's principal indexed peer-reviewed publications are summarized below. The Google Scholar profile total includes all twelve entries on the profile; the four principal publications listed in Table 4 account for 470 of the 473 profile citations as of June 21, 2026. The remaining three citations are attributable to other entries on the profile.

Publication	Citations (Google Scholar)	Citations (Web of Science)	Author position
LBMI 2009 (Obesity Surgery)	**242**	**103**	3rd of 9
Ozone therapy 2010 (Clinics)	62	**32**	First / Corresponding
Modified Heidelberg 2017 (ABCD)	**20**	**15**	6th of 7
NOTES cholecystectomy 2008 (Endoscopy)	146	87	7th of 7
Four principal publications subtotal	470	237	—
Full Google Scholar profile total	473	—	12 profile entries
Consolidated h-index	4	3	—

Table 4. Consolidated bibliometric profile across Google Scholar and Web of Science Core Collection. Note that absolute citation counts differ between the two platforms because of differences in indexing scope (see §II.B above); the underlying publication record is identical.

The record is internally reconcilable across the two platforms once their different indexing scopes are recognized. Google Scholar reports 473 citations across the Petitioner's full twelve-entry profile, while the four principal publications listed above account for 470 of those citations. Web

of Science reports lower absolute counts because of its narrower coverage. The Google Scholar h-index of 4 reflects four publications cited at least four times; the consolidated Web of Science h-index shown here is 3. These platform differences are methodological and do not alter the qualitative conclusion that the LBMI publication is the Petitioner's most-cited work and that his other principal publications have also received independent scholarly use.

E. Interpretive Note on the Petitioner's Author Profile

These metrics reflect the Petitioner's contribution to the literature in his capacity as an active clinician-surgeon whose principal professional activity has been in clinical and surgical practice rather than full-time academic research. The Petitioner is an identified author on a focused but high-impact body of indexed publications spanning metabolic and bariatric surgery, surgical infection research from his doctoral program, and gastrointestinal surgical technique. Within that focused record, however, the Petitioner's contribution to the field of metabolic surgery (the LBMI 2009 study) has had sustained and disproportionate scientific influence, the analysis of which is presented in §IV below.

It is important to be precise about what these metrics demonstrate and what they do not. They demonstrate that the Petitioner is a published, indexed, and cited author in his field of proposed endeavor, with one publication (LBMI 2009) at the 95th citation percentile of the Web of Science Author Impact Beamplot for the Surgery category in the relevant publication year, and an overall citation percentile median at the 90th percentile of the 1980–2024 author cohort. They do not, on their own, support a claim of extraordinary ability under 8 C.F.R. § 204.5(h), and no such claim is advanced in this exhibit. Under the Dhanasar framework, the relevant question is not whether the Petitioner's aggregate citation count places him within the top tier of an academic field, but whether his scientific record is consistent with credible execution of the proposed endeavor and demonstrates that he is well positioned to advance it. The record here so demonstrates.

III. Cornerstone Publication: The 2009 LBMI Study

A. Full Citation

Ramos AC, Galvão Neto MP, **de Souza YM**, Galvão M, Murakami AH, Silva AC, Canseco EG, Santamaría R, Zambrano TA. *Laparoscopic Duodenal-Jejunal Exclusion in the Treatment of Type 2 Diabetes Mellitus in Patients with BMI < 30 kg/m² (LBMI).* Obesity Surgery. 2009 Mar;19(3):307-312. doi: 10.1007/s11695-008-9759-5. PMID: 18987919.

The Petitioner appears as the third listed author on this publication. The Petitioner's contribution is acknowledged on the published author line and is reflected in PubMed (PMID 18987919) under the spelling "Yglésio Moyses de Souza," which together with its variant forms (YM Souza, YM de

Souza, YLMS Souza, YLMS de Souza) is one of the spellings the Petitioner has used across his indexed publications.

B. Journal of Publication

Obesity Surgery (Springer Nature) is the official journal of the International Federation for the Surgery of Obesity and Metabolic Disorders (IFSO), and is among the highest-impact specialty journals in the field of metabolic and bariatric surgery. SCImago classifies Obesity Surgery in its highest quartile (Q1) for the surgery category, and the journal is indexed in PubMed/MEDLINE, Web of Science, and Scopus. Publication of the LBMI study in Obesity Surgery in 2009 placed the work within the principal venue read by clinicians and investigators worldwide who are active in metabolic surgery for type 2 diabetes.

C. Scientific Subject Matter and Significance

The LBMI study reported the application of laparoscopic duodenal-jejunal exclusion to twenty patients with type 2 diabetes mellitus and a body mass index below 30 kg/m². At the time of publication, the dominant clinical paradigm restricted bariatric and metabolic surgery to patients with BMI ≥ 35 kg/m², and the question of whether weight-independent gastrointestinal mechanisms could ameliorate type 2 diabetes in non-obese or mildly obese patients was a central open question in the field. The LBMI study contributed clinical human data on precisely this question, reporting reductions in fasting glycemia and HbA1c in non-severely obese patients following an isolated duodenal-jejunal exclusion procedure. The study thereby entered the early human evidence base on which the subsequent international debate over the metabolic—as opposed to weight-loss—indication for gastrointestinal surgery was constructed.

D. Petitioner-Specific Citation Counts (audited)

Source	Citations	Audit date
Google Scholar (entry for the LBMI publication)	**242**	April 25, 2026
Web of Science Author Record A (LBMI publication entry; ResearcherID ESP-2410-2022)	**103**	April 26, 2026
Web of Science Citation Report for the LBMI publication	**107**	March 26, 2026

Table 5. Citation counts of the LBMI 2009 publication, audited against publicly accessible bibliographic sources. The minor difference between the Web of Science Author Record value (103) and the Web of Science Citation Report value (107) may reflect differences in database display, indexing scope, or update timing. The petition does not rely on the four-citation variance. Screenshots of the underlying source pages are included as sub-attachments to this exhibit.

The difference between the Google Scholar value (242) and the Web of Science values (103–107) is methodological and not anomalous. Google Scholar indexes a broader set of citing documents (including non-Web-of-Science-indexed journals, theses, and conference proceedings), and consequently reports higher absolute citation counts than Web of Science, which is more restrictive in coverage. Both figures, audited against their respective platforms, document a publication that has been cited continuously and substantively over a seventeen-year period since its publication.

IV. Documented Downstream Impact of the LBMI Publication

The most probative evidence of the LBMI study's scientific influence is not the aggregate citation count alone, but the identity of the publications that have cited the work. The following sub-sections document specific, independently verifiable citations of the LBMI study by international consensus statements, premier review journals, and systematic reviews. Each citation listed below has been verified by direct inspection of the cited source's reference list, and the relevant page or reference number is provided so that the adjudicating officer may independently confirm the citation.

A. Citation in International Consensus Statement (Annals of Surgery, 2010)

The LBMI study was cited as Reference 11 of the Diabetes Surgery Summit Consensus Conference statement, the foundational international consensus document on the use of gastrointestinal surgery for the treatment of type 2 diabetes mellitus, published in Annals of Surgery in 2010.

Citing source (full citation): Rubino F, Kaplan LM, Schauer PR, Cummings DE; Diabetes Surgery Summit Delegates. *The Diabetes Surgery Summit Consensus Conference: Recommendations for the Evaluation and Use of Gastrointestinal Surgery to Treat Type 2 Diabetes Mellitus.* Annals of Surgery. 2010 Mar;251(3):399-405. doi: 10.1097/SLA.0b013e3181be34e7. PMID: 19934752.

Reference number in the cited source: Reference 11 of 39.

Verbatim text of the reference, as it appears in the Annals of Surgery publication: *"Ramos AC, Galvão Neto MP, de Souza YM, et al. Laparoscopic duodenal-jejunal exclusion in the treatment of type 2 diabetes mellitus in patients with BMI <30 kg/m² (LBMI). Obes Surg. 2009;19:307–312."*

Substantive use of the citation in the body of the consensus statement: Reference 11 (the LBMI study) is invoked in the consensus statement's discussion of evidence for gastrointestinal operations in patients with BMI < 35 kg/m², in the following sentence: *"Overall, published studies and new investigations presented at the DSS indicate that a variety of GI operations including*

both conventional bariatric surgeries and novel procedures (ie, duodenal-jejunal bypass, ileal interposition, sleeve gastrectomy)[1,11,33,34] can achieve improvement or remission of T2DM in patients with BMI <35 kg/m².” The LBMI study is therefore one of four references cited as evidence supporting one of the central clinical observations of the consensus statement.

The probative significance of this citation is substantial for three reasons. First, Annals of Surgery is among the most prestigious surgical journals in the world and is consistently ranked in the highest impact tier for general and clinical surgery. Second, the cited document is not an individual review article but an international consensus statement, the conclusions of which were endorsed by twenty-one professional and scientific organizations including the American Society for Metabolic and Bariatric Surgery (ASMBS), the International Federation for the Surgery of Obesity and Metabolic Disorders (IFSO), Diabetes UK, The Obesity Society (T.O.S.), and the International Association for the Study of Obesity (I.A.S.O.). Third, the LBMI study is cited not decoratively but substantively—as part of the foundational evidence base on which the consensus delegates relied in formulating their recommendations regarding gastrointestinal surgery for type 2 diabetes in patients with BMI < 35 kg/m². Citation in such a document situates the LBMI study within the international evidentiary record on which contemporary metabolic surgery practice has been built.

B. Citation in The Lancet Diabetes & Endocrinology (2014)

The LBMI study was cited as Reference 63 in a 2014 review article published in The Lancet Diabetes & Endocrinology, the leading specialist journal in diabetes and endocrinology within the Lancet family of journals.

Citing source (full citation): Madsbad S, Dirksen C, Holst JJ. *Mechanisms of changes in glucose metabolism and bodyweight after bariatric surgery.* The Lancet Diabetes & Endocrinology. 2014 Feb;2(2):152-164. doi: 10.1016/S2213-8587(13)70218-3. PMID: 24622719.

Reference number in the cited source: Reference 63 of 128.

Verbatim text of the reference, as it appears in the Lancet Diabetes & Endocrinology publication: *"Ramos AC, Galvao Neto MP, de Souza YM, et al. Laparoscopic duodenal-jejunal exclusion in the treatment of type 2 diabetes mellitus in patients with BMI<30 kg/m² (LBMI). Obes Surg 2009; 19: 307–12."*

Substantive use of the citation in the body of the review: Reference 63 (the LBMI study) is cited in the section titled "The foregut hypothesis" as the human-evidence anchor that bridges animal-model findings (cited as references 61, 62, and 64) with the clinical applicability of the foregut hypothesis. The relevant passage reads: *"Findings from several animal models have suggested that exclusion of nutrients from the duodenum improves glucose tolerance.... This finding led to the foregut (or upper gut) hypothesis, which states that routing nutrients away from the proximal small intestine produces an antidiabetic effect by elimination of an unidentified factor*

with anti-incretin properties.[61] ... Similarly, human beings subjected to duodenal-jejunal exclusion show improvements in glycaemic control with little or no weight loss.[63]" The LBMI study is therefore the human clinical evidence on which one of the two principal mechanistic hypotheses of metabolic surgery for type 2 diabetes — the foregut hypothesis — is anchored in this review.

The probative significance of this citation rests on three considerations. First, The Lancet Diabetes & Endocrinology is among the highest-impact specialty journals in endocrinology and diabetes; its review series are subjected to rigorous expert selection of cited evidence. Second, the citation in this review is mechanistic and interpretive rather than decorative — the LBMI study is the human evidence on which the reviewers rest one of the two central explanatory hypotheses of the metabolic effects of bariatric surgery. Third, the senior authors (Madsbad and Holst) are internationally recognized leaders in metabolic-bariatric endocrinology, and their selection of the LBMI study to perform this evidentiary role within their review reflects independent expert recognition of the scientific weight of the work.

C. Citation in Nature Reviews Endocrinology (2010)

The LBMI study was cited in a 2010 review article published in Nature Reviews Endocrinology, the leading review journal in endocrinology and one of the highest-impact journals in the field within the Nature Portfolio.

Citing source (full citation): Brandt ML, Harmon CM, Helmrath MA, Inge TH, McKay SV, Michalsky MP. *Morbid obesity in pediatric diabetes mellitus: surgical options and outcomes.* Nature Reviews Endocrinology. 2010 Nov;6(11):637-645. doi: 10.1038/nrendo.2010.167. PMID: 20842180.

Verbatim text of the reference, as it appears in the Nature Reviews Endocrinology publication: *"Ramos, A. C. et al. Laparoscopic duodenal-jejunal exclusion in the treatment of type 2 diabetes mellitus in patients with BMI <30 kg/m² (LBMI). Obes. Surg. 19, 307–312 (2009)."*

Substantive use of the citation in the body of the review: The LBMI study is cited within the review's discussion of the surgical treatment options for type 2 diabetes mellitus in the context of obesity, situated alongside other foundational studies on bariatric surgery (including Buchwald et al., JAMA 2004; Buchwald et al., Am J Med 2009) used to support the proposition that surgical intervention for type 2 diabetes is supported by evidence in patients across the BMI spectrum, including those at lower BMI thresholds. The citation places the LBMI study within the foundational literature relied upon by an internationally recognized expert review on metabolic surgery for diabetes.

The probative significance of this citation rests on three considerations. First, Nature Reviews Endocrinology is a Q1 review journal of preeminent standing in the endocrinology field; review citations in Nature Portfolio journals select preferentially for studies that the reviewing experts

judge to be of established and durable scientific relevance. Second, the citing authors are themselves leaders in pediatric metabolic surgery (Thomas H. Inge leads the Teen-LABS consortium, the principal U.S. prospective cohort study on adolescent bariatric surgery), and their selection of the LBMI study for citation reflects independent, expert peer recognition of the work. Third, the LBMI study is cited not as historical context but as a substantive evidentiary input on the question of metabolic surgery in patients outside the traditional BMI ≥35 threshold—the precise clinical question that the proposed endeavor is designed to advance.

D. Citation in Surgical Endoscopy Systematic Review (2017)

The LBMI study was cited as one of the included primary studies in a 2017 systematic review published in Surgical Endoscopy, the official journal of the Society of American Gastrointestinal and Endoscopic Surgeons (SAGES), examining the entire international literature on foregut- and hindgut-based surgical procedures for type 2 diabetes.

Citing source (full citation): Goh YM, Toumi Z, Date RS. *Surgical cure for type 2 diabetes by foregut or hindgut operations: a myth or reality? A systematic review.* Surgical Endoscopy. 2017;31(1):25-37. doi: 10.1007/s00464-016-4952-4. PMID: 27194256.

Verbatim text of the reference, as it appears in the Surgical Endoscopy publication: *"Ramos AC, Galvao Neto MP, de Souza YM, Galvao M, Murakami AH, Silva AC et al (2009) Laparoscopic duodenal-jejunal exclusion in the treatment of type 2 diabetes mellitus in patients with BMI <30 kg/m² (LBMI). Obes Surg 19(3):307–312."*

Substantive use of the citation in the systematic review: The Goh, Toumi, and Date 2017 systematic review applied a formal literature-search and screening protocol and identified **twenty-four primary studies** in the international literature reporting novel foregut- or hindgut-based procedures for the treatment of type 2 diabetes mellitus in humans. The LBMI study is one of these twenty-four included primary studies, classified within the systematic review's Duodenal-Jejunal Bypass (DJB) category and counted among the evidence base from which the review's quantitative remission-rate findings (e.g., 20–40% remission for DJB; 27% when defined by predetermined HbA1c thresholds) were derived. The LBMI study is therefore a primary-evidence input to a peer-reviewed, indexed systematic review on the precise clinical question that the proposed endeavor seeks to advance.

The probative significance of this citation is reinforced by three considerations. First, Surgical Endoscopy is the official journal of SAGES, one of the principal academic surgical societies in the United States, and is classified in the Q1 quartile of the surgery category in SCImago. Second, a systematic review—as distinct from a narrative review or commentary—applies an explicit, reproducible, and pre-specified methodology, and the inclusion of the LBMI study among only twenty-four globally identified primary studies on this clinical question is direct evidence that the

work was screened, evaluated, and judged by independent investigators to constitute relevant primary evidence on metabolic surgery for type 2 diabetes in non-severely obese patients. Third, the LBMI study appears in the systematic review alongside primary studies authored by leading international investigators in the field (including R.V. Cohen, A.L. DePaula, F. Rubino, and W.J. Lee), situating the Petitioner's prior work within the same evidentiary cohort relied upon by the field.

E. Cumulative Picture of Documented Downstream Impact

Considered together, the four independently verifiable citations documented above demonstrate that the Petitioner's 2009 LBMI publication has influenced the field of metabolic surgery for type 2 diabetes across multiple forms of high-level scientific literature: an international consensus statement (Annals of Surgery, 2010), two major review journals (Nature Reviews Endocrinology, 2010, and The Lancet Diabetes & Endocrinology, 2014), and a peer-reviewed systematic review (Surgical Endoscopy, 2017). This qualitative downstream use supports the conclusion under Dhanasar prong 2 that the Petitioner is well positioned to advance the proposed endeavor: his prior contribution has been used by independent investigators in literature directly related to metabolic surgery, type 2 diabetes, and the clinical question underlying the proposed endeavor.

V. Additional Publications by the Petitioner

Beyond the LBMI cornerstone publication, the Petitioner is the author or co-author of additional indexed publications that document engagement with scholarly research across multiple periods of his career. Two are highlighted below for their direct probative value to the proposed endeavor.

A. Petitioner as First Author and Corresponding Author — Doctoral Research Publication

de Souza YM, Fontes B, Martins JO, Sannomiya P, Brito GS, Younes RN, Rasslan S. *Evaluation of the effects of ozone therapy in the treatment of intra-abdominal infection in rats.* Clinics (São Paulo). 2010;65(2):195-202.

This publication is derived from the Petitioner's Doctor of Science research in Experimental Pathophysiology at the University of São Paulo Faculty of Medicine. The published article identifies the Petitioner as both first author and corresponding author. The publication has accumulated 62 citations on Google Scholar and 32 citations in the Web of Science Core Collection as of June 21, 2026. The Web of Science author record additionally displays a 100%

corresponding-author metric for its two-item record; this exhibit relies on the published article itself for the petitioner-specific authorship designation.

The dual position of First Author and Corresponding Author is materially probative under Dhanasar prong 2: it demonstrates that the Petitioner has personally executed the design, conduct, analysis, and publication of original hypothesis-driven experimental research, and has personally borne the responsibility of scientific record and post-publication scholarly correspondence on a peer-reviewed indexed publication. This capability is directly relevant to Phase I and Phase III of the proposed endeavor's research program ("Early Metabolic Surgery Pathways for Type 2 Diabetes and Obesity in High-Risk and Underserved Populations").

B. Petitioner as Co-Author — Pancreatic Surgical Technique with Documented International Adoption

Torres OJM, Costa RCNC, Costa FFM, Neiva RF, Suleiman TS, **Souza YLMS**, Shrikhande SV. *Modified Heidelberg technique for pancreatic anastomosis.* ABCD Arquivos Brasileiros de Cirurgia Digestiva (São Paulo). 2017 Oct-Dec;30(4):260-263. doi: 10.1590/0102-6720201700040008. PMID: 29340550.

This publication appears in ABCD Arquivos Brasileiros de Cirurgia Digestiva, the official journal of the Colégio Brasileiro de Cirurgia Digestiva, which is classified by SCImago as a Q2 journal in the relevant subject category (SJR 0.405; h-index 28; impact factor 1.55, 2024). The publication describes a modified pancreaticojejunostomy technique for reconstruction of the pancreatic stump after pancreatoduodenectomy. The Petitioner appears as the sixth of seven authors, serving as a co-author within the surgical team that described the technique. The senior author of the publication is Prof. Shailesh V. Shrikhande (Tata Memorial Centre, Mumbai), an internationally recognized leader in pancreatic surgery.

The probative significance of this publication is substantially reinforced by two independently verifiable downstream citations, each documenting that the technique described in the publication has been adopted or evaluated in clinical practice in international high-volume centers.

B.1. Citation in Annals of Surgery (2026) — Tata Memorial Centre, India

The Heidelberg-technique publication has been cited in a 2026 article in Annals of Surgery — published in the current calendar year — documenting the continued use of the technique in a contemporary cohort at one of the principal pancreatic surgery centers in Asia.

Citing source (full citation): Kapoor D, Desiraju Y, Chaudhari VA, Bagwan AI, Chopde A, Namachivayam AK, Bhandare MS, Shrikhande SV. *Validation and Optimization of the International Study Group of Pancreatic Surgery Risk Classification of High-risk Pancreas for Postoperative Pancreatic Fistula After Pancreatoduodenectomy for Periampullary Tumors.* Annals of Surgery. 2026 Apr;283(4):659-666. doi: 10.1097/SLA.0000000000006485.

Reference number in the cited source: Reference 17.

Verbatim text of the reference: *"Torres OJM, Costa RCNDC, Costa FFM, et al. Modified Heidelberg technique for pancreatic anastomosis. ABCD. 2017;30:260–263."*

Substantive use of the citation: The Annals of Surgery 2026 study reports a cohort of 1,422 consecutive pancreatoduodenectomies performed at Tata Memorial Centre (Mumbai, India). In its Methods section, the study describes the surgical reconstruction protocol as follows: *"A pancreato-jejunal anastomosis, duct-to-mucosa, or modified Heidelberg technique was performed, the technique of which and postoperative care protocols have been described elsewhere.[16][18]"* Reference 17 (the Petitioner's publication) is cited as one of the three foundational publications describing the surgical reconstruction protocols actually employed in the study cohort. This is direct evidence that the technique described in the Petitioner's publication has been adopted as an accepted reconstruction method in a contemporary high-volume international pancreatic surgery practice and is being applied to patient care today.

B.2. Citation in the South Asian Journal of Cancer (2019) — Kidwai Cancer Institute, India

The Heidelberg-technique publication is also the principal subject of a dedicated 2019 publication evaluating ten years of clinical experience with the technique in a separate Indian tertiary cancer center.

Citing source (full citation): Chowdappa R, Tiwari AR, Ranganath N, Kumar RV. *Modified Heidelberg technique of pancreatic anastomosis postpancreaticoduodenectomy – 10 years of experience.* South Asian Journal of Cancer. 2019 Apr-Jun;8(2):88-91. doi: 10.4103/sajc.sajc_241_18. PMID: 31069185.

Reference number in the cited source: Reference 2.

Verbatim text of the reference: *"Torres OJ, Costa RC, Costa FF, Neiva RF, Suleiman TS, Souza YL, et al. Modified Heidelberg technique for pancreatic anastomosis. Arq Bras Cir Dig 2017;30:260-3."*

Substantive use of the citation: The South Asian Journal of Cancer 2019 publication is a retrospective analysis of 208 consecutive pancreatoduodenectomies with pancreatic anastomosis performed using the Modified Heidelberg technique at Kidwai Cancer Institute (Bengaluru, India) over a ten-year period (2008-2018). The introduction of the citing study explicitly identifies the Petitioner's publication as the foundational reference for the technique under evaluation: *"Of late, we read an adept article by Torres et al. describing a modified Heidelberg technique (MHT) in 17 patients.[2] We were buoyant to read this article as it describes a technique that we have been using since 2008.... The article by Torres et al. has tempted us to present our experience with the same technique that has been a routine reconstruction strategy at our institute."* The 2019 publication is therefore not merely a paper that cites the Petitioner's

work — it is a paper whose principal scientific subject is the technique described in the Petitioner's publication, evaluated in a cohort an order of magnitude larger than the original report. This is direct documentary evidence that the technique described in the Petitioner's co-authored publication has been independently adopted, applied to patient care, and formally evaluated in a separate international tertiary cancer center.

B.3. Significance of the Documented Technical Adoption

Considered together, the Annals of Surgery 2026 and South Asian Journal of Cancer 2019 publications establish that work to which the Petitioner contributed as a co-author has been used in operative practice and evaluated by independent international pancreatic-surgery centers. The Annals of Surgery study identifies the Modified Heidelberg technique as one of the pancreatojejunal reconstruction methods used in a 1,422-patient Tata Memorial Centre cohort, while the South Asian Journal of Cancer report evaluates the technique in 208 consecutive procedures at Kidwai Cancer Institute. This evidence is probative under Dhanasar prong 2 because it demonstrates downstream clinical use of a published surgical method to which the Petitioner contributed, without attributing sole authorship or sole technical ownership to him.

VI. Coherence of the Petitioner's Scientific Record in Digestive, Pancreatic, and Metabolic Surgery

The Petitioner's principal publications reflect a broader and coherent trajectory in digestive, pancreatic, and metabolic surgery. The 2009 LBMI study addresses metabolic surgery for type 2 diabetes through duodenal-jejunal exclusion, while the 2017 publication addresses pancreatic reconstruction after pancreatoduodenectomy. These works are not identical in subject matter, but both arise from the Petitioner's long-standing clinical and scientific engagement with complex digestive-system surgery and translational surgical questions.

The LBMI publication is directly aligned with the proposed endeavor because it concerns metabolic surgery, type 2 diabetes, lower-BMI patient selection, and the physiological effects of foregut exclusion. The Modified Heidelberg publication is relevant in a different and more limited way: it demonstrates participation in the development and publication of a technically reproducible pancreatic-surgery method that was later used and evaluated by independent centers.

As documented in Section IV, the LBMI study has been cited in an international consensus statement, major review literature, and a systematic review. This downstream use provides the strongest bibliometric connection between the Petitioner's prior scholarship and the proposed endeavor.

As documented in Section V.B, the Modified Heidelberg publication supplies complementary evidence of the Petitioner's broader surgical-research capability and of the downstream clinical

use of work to which he contributed. It should not be understood as a metabolic-surgery study for diabetes, but as part of his broader record in digestive and pancreatic surgery.

Together, these publications show a credible progression from clinical and experimental surgical research to the proposed implementation-focused work in metabolic-surgery pathways. The proposed endeavor is grounded principally in the Petitioner's metabolic-surgery research and is additionally supported by his broader record of participating in peer-reviewed digestive and pancreatic surgical scholarship.

VII. Relevance of the Bibliometric Record Under the Dhanasar Framework

The bibliometric record documented above is offered in support of two specific propositions under Matter of Dhanasar, 26 I&N Dec. 884 (AAO 2016).

A. Credibility of the Proposed Endeavor (Prong 1)

Dhanasar prong 1 requires that the proposed endeavor have substantial merit and national importance. The credibility of the proposed endeavor as a research-driven program in metabolic surgery for high-risk and underserved populations is reinforced by the Petitioner's documented prior contribution to the early human evidence base in this same field. The LBMI 2009 study addresses the precise clinical population (patients with type 2 diabetes mellitus at lower BMI thresholds) and the precise therapeutic question (efficacy of metabolic surgery beyond traditional weight-based indications) that the proposed endeavor is designed to study at a systems-of-care and implementation-science level. Citation of the LBMI study in the 2010 Annals of Surgery international consensus statement establishes that this prior contribution was acknowledged at the highest level of the field's evidentiary architecture.

B. The Petitioner Is Well Positioned to Advance the Endeavor (Prong 2)

Dhanasar prong 2 asks whether the petitioner is well positioned to advance the proposed endeavor. The bibliometric record documented in this exhibit supports an affirmative answer for the following reasons. First, the Petitioner has demonstrated the capacity to participate in and publish clinical and translational research directly aligned with the proposed endeavor, including a publication with sustained international citation impact and a first-author publication derived from his doctoral research. Second, the field-specific recognition of the LBMI study—reflected in its citation in an international consensus statement, major review literature, and a systematic review—shows that his prior work forms part of the independent scientific literature relevant to contemporary metabolic-surgery practice. Third, his publications across metabolic surgery, surgical infection research, and pancreatic surgical technique reflect a clinically active surgeon-

investigator capable of contributing to multiple dimensions of surgical and implementation-focused research.

Under the Dhanasar standard, what matters is not whether the Petitioner's bibliometric profile reaches the threshold of "sustained national or international acclaim" within the meaning of 8 C.F.R. § 204.5(h)—a standard that does not govern the EB-2 NIW classification—but whether his record is consistent with credible execution of the proposed endeavor. The record so demonstrates.

VIII. Evidentiary Attachments to This Exhibit

The following materials are submitted as sub-attachments to this exhibit and are referenced at the relevant points in the body of the exhibit above:

Item	Description
A	Screenshot of the Petitioner's Google Scholar author profile (user ID i0_Rp2gAAAAJ), captured June 21, 2026, showing total citations (473), h-index (4), i10-index (4), and the list of twelve profile entries.
B	Screenshots of the Petitioner's two Web of Science author records (ResearcherID ESP-2410-2022 covering the LBMI 2009 and Clinics 2010 publications, and ResearcherID DVE-8193-2022 covering the Modified Heidelberg 2017 publication), including the Author Impact Beamplot metrics and the platform-generated Author Position display. A separate screenshot of the Web of Science Citation Report for the LBMI 2009 publication, captured March 26, 2026, is also included. The published Clinics article is included or cross-referenced as the controlling source confirming first and corresponding authorship.
C	PubMed record for the LBMI 2009 publication (PMID 18987919), confirming the Petitioner's authorship.
D	Excerpt of the Diabetes Surgery Summit Consensus Conference statement (Rubino et al., Ann Surg 2010;251(3):399-405), including the page on which the LBMI study is cited substantively in the body of the statement and the page on which it is listed as Reference 11 in the references section.
E	Excerpt of the Lancet Diabetes & Endocrinology review (Madsbad S, Dirksen C, Holst JJ, Lancet Diabetes Endocrinol 2014;2(2):152-164), including the page on which the LBMI study is cited as the human-evidence anchor for the foregut hypothesis (page 156, Reference 63 in the body text) and the page on which it is listed in the references section.
F	Excerpt of the Nature Reviews Endocrinology review (Brandt ML, Harmon CM, Helmrath MA, Inge TH, McKay SV, Michalsky MP, Nat Rev Endocrinol 2010;6(11):637-645) including the page on which the LBMI study is listed in the references section.

Item	Description
G	Excerpt of the Surgical Endoscopy systematic review (Goh YM, Toumi Z, Date RS, Surg Endosc 2017;31(1):25-37) including the page on which the LBMI study is listed in the references section as one of the twenty-four primary studies included in the systematic review.
H	PubMed record for the Modified Heidelberg technique publication (Torres OJM et al., ABCD 2017;30(4):260-263; PMID 29340550), confirming the Petitioner's authorship as the sixth of seven listed authors.
I	Excerpt of the Annals of Surgery 2026 publication (Kapoor D, Desiraju Y, Chaudhari VA, et al., Ann Surg 2026;283(4):659-666) showing the page on which the Modified Heidelberg technique publication is cited as Reference 17 and the Methods passage in which it is identified as one of the surgical reconstruction protocols employed at Tata Memorial Centre.
J	Excerpt of the South Asian Journal of Cancer 2019 publication (Chowdappa R, Tiwari AR, Ranganath N, Kumar RV, South Asian J Cancer 2019;8(2):88-91; PMID 31069185) showing the page on which the Modified Heidelberg technique publication is cited as Reference 2 and the introduction passage in which it is identified as the foundational publication describing the technique evaluated in the cited study's 208-patient cohort.
K	Screenshot of the Petitioner's Google Scholar entry for the Clinics 2010 publication on ozone therapy, confirming a citation count of 62 as of June 21, 2026, together with the published article confirming the Petitioner as first and corresponding author.

Table 6. Sub-attachments to this exhibit. Each listed item should be included in the assembled filing immediately following this narrative exhibit or cross-referenced to its final exhibit location.

Modified Heidelberg technique for pancreatic anastomosis

…, RF Neiva, TS Suleiman, YLMS **Souza**… - … Brasileiros de Cirurgia …, 2017 - SciELO Brasil

Racional: Fístula pancreática é a principal causa de morbidade e mortalidade após duodenopancreatectomia. Muitos procedimentos técnicos têm sido descritos para prevenir esta …

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Avaliação dos efeitos da ozonioterapia no tratamento da infecção intra-abdominal em ratos

YLMS **Souza** - 2009 - teses.usp.br

Yglésio Luciano **Moyses** Silva de **Souza** Avaliação dos … **Souza**, **Yglésio** Luciano **Moyses** Silva de Avaliação dos efeitos … / **Yglésio** Luciano **Moyses** Silva de **Souza**. -São Paulo, 2009. …

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ANASTOMOSE PANCREÁTICA PELA TÉCNICA DE HEIDELBERG MODIFICADA

…, RF NEIVA, TS SULEIMAN, YLMS **SOUZA**… - … Brasileiros de Cirurgia …, 2017 - SciELO Brasil

… Pancreatic fistula **is** a major cause of morbidity and mortality after pancreatoduodenectomy. To prevent this complication, many technical procedures have been described. … Early results …

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EFEITOS DO EXTRATO DE AROEIRA NO FÍGADO APÓS ISQUEMIA-REPERFUSÃO HEPÁTICA: ESTUDO EXPERIMENTAL EM RATOS

…, JS **Sousa**, JVP Lima, YLMS de **Souza**… - 2021 - periodicoseletronicos.ufma.br

… De acordo com **Sousa** modelo experimental de isquemia-reperfusão ocorre devido a hipóxia tecidual, consequente da diminuição do fornecimento de oxigênio à célula …

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Laparoscopic Duodenal–Jejunal Exclusion in the Treatment of Type 2 Diabetes Mellitus in Patients with BMI < 30 kg/m^2 (LBMI)

AC Ramos, MP Galvão Neto, YM de **Souza**, M Galvão… - Obesity surgery, 2009 - Springer

… By mobilizing the alimentary limb on the surgeon’**s** left side, a side-to-side enteroenterostomy **is** performed with a 45-mm vascular … **Yglésio Moyses** de **Souza** … **Yglésio Moyses** de **Souza** …

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Adenocarcinoma perfurado de cólon sigmóide com abscessos retroperitoniais múltiplos

JBP Barreto, YLMS de **Souza**, ALR Mota, MM Pereira - Revista do Hospital … - gov.br

The colonic perforation may increase the operatorious morbity and the mortality decreasing the long term survival. Surgical mortality levels were related over 30%. Weve reported the …

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Tuberculose entérica com fístula colo-cutânea espontânea: relato de caso

…, JDC NETO, PWL Lima Filho, YLMS DE **SOUZA** - Rev bras Coloproct, 2003 - jcol.org.br

A tuberculose (TB), uma entidade causada por bactérias pertencentes ao complexo constituído pelo Mycobacterium tuberculosis, tem uma distribuição universal no organismo, …

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JB OLIVEIRA - 2024 - rosario.ufma.br

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Laparoscopic Duodenal–Jejunal Exclusion in the Treatment of Type 2 Diabetes Mellitus in Patients with BMI < 30 kg/m^2 (LBMI)

Research Article Published: 06 November 2008

Volume 19, pages 307–312, (2009) Cite this article



Obesity Surgery

Aims and scope

Submit manuscript

Almino C. Ramos, Manoel P. Galvão Neto, Yglésio Moyses de Souza, Manoela Galvão, Abel H. Murakami, Andrey C. Silva, Edwin G. Canseco, Raúl Santamaría & Trino A. Zambrano

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Abstract

Background

The association between medical and dietetic–behavioral treatments of type 2 diabetes mellitus (T2DM) has demonstrated to have variable results. The surgical treatment of T2DM is justifiable after the observation of a successful glycemic control in patients submitted to Roux-en-Y gastric bypass and biliopancreatic diversion. Experiments have shown an important role of the proximal intestine in glycemia decrease and diabetes control.

Methods

Twenty diabetic patients underwent laparoscopic duodenal–jejunal exclusion. The variables studied were body mass index (BMI), fasting glycemia, glycosylated hemoglobin (HbA_1c), and C-peptide, in the preoperative period and after 3 and 6 months.

Results

There was a BMI decrease up to the third month and a weight stabilization between the third and sixth months. There was a significant reduction in fasting glycemia (43.8%) and HbA_1c (22.8%) up to the sixth month ($p < 0.001$). C-peptide did not show any significant alteration until the third month, although there was a considerable increase (25%) between the third and the sixth months ($p < 0.001$). Only two patients were on oral medication after the sixth month.

Conclusions

Preliminary results have shown an important effect of the laparoscopic duodenal–jejunal exclusion in the treatment of T2DM. Studies with longer follow-up and a larger number of patients are necessary to better define the role of this new and promising procedure.

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Text
References
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Authorship

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Conflict of interest:
none

SciELO Brazil ABCD. Arquivos Brasileiros de Cirurgia Digestiva (São Paulo) en

Table of contents

Abstract Text (EN) PDF

Original Article - Technique • ABCD, arq. bras. cir. dig. 30 (04) • Oct-Dec 2017 •
https://doi.org/10.1590/0102-6720201700040008 copy

MODIFIED HEIDELBERG TECHNIQUE FOR PANCREATIC ANASTOMOSIS

Authorship SCIMAGO INSTITUTIONS RANKINGS

Abstract

Background **:** Pancreatic fistula is a major cause of morbidity and mortality after pancreatoduodenectomy. To prevent this complication, many technical procedures have been described.

Aim: To present a novel technique based on slight modifications of the original Heidelberg technique, as new pancreatojejunostomy technique for reconstruction of pancreatic stump after pancreatoduodenectomy and present initial results.

Method: The technique was used for patients with soft or hard pancreas and with duct size smaller or larger than 3 mm. The stitches are performed with 5-0 double needle prolene at the 2 o'clock, 4 o'clock, 6 o'clock, 8 o'clock, 10 o'clock, and 12 o'clock, positions, full thickness of the parenchyma. A running suture is performed with 4-0 single needle prolene on the posterior and anterior aspect the pancreatic parenchyma with the jejunal seromuscular layer. A plastic stent, 20 cm long, is inserted into the pancreatic duct and extended into the jejunal lumen. Two previously placed hemostatic sutures on the superior and inferior edges of the remnant pancreatic stump are passed in the jejunal seromuscular layer and tied.

Results **:** Seventeen patients underwent pancreatojejunostomy after pancreatoduodenectomy for different causes. None developed grade B or C pancreatic fistula. Biochemical leak according to the new definition (International Study Group on Pancreatic Surgery) was observed in four patients (23.5%). No mortality was observed.

Conclusion **:** Early results of this technique confirm that it is simple, reliable, easy to perform,

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pancreatoduodenectomy.

HEADINGS:
Pancreatoduodenectomy; Pancreatic anastomosis; Surgical technique.

Resumo

Racional: Fístula pancreática é a principal causa de morbidade e mortalidade após duodenopancreatectomia. Muitos procedimentos técnicos têm sido descritos para prevenir esta complicação.

Objetivo: Apresentar uma nova técnica baseada em pequenas modificações sobre a técnica original de Heidelberg para pancreatojejunostomia na reconstrução do coto pancreático após duodenopancreatectomia e apresentar os resultados iniciais.

Método: Esta técnica foi utilizada para pacientes com pancreas de consistência firme ou amolecida e ducto pancreático maior ou menor que 3 mm. Os pontos são realizados com prolene 5-0, duas agulhas nas posições de 2, 4, 6, 8, 10 e 12 h, com espessura total no parênquima pancreático. Uma sutura continua é realizada com prolene 4-0 de agulha única na parede posterior e anterior do pâncreas com a camada seromuscular do jejuno. Uma sonda de silicone de 20 cm de comprimento é inserida no ducto pancreático em direção ao jejuno. As duas suturas hemostáticas previamente colocadas nas bordas superior e inferior do remanescente pancreático são passadas e amarradas com a camada seromuscular do jejuno.

Resultados: Dezessete pacientes foram submetidos a pancreatojejunostomia após duodenopancreatectomia por diferentes causas. Nenhum desenvolveu fístula pancreática graus B ou C. Vazamento bioquímico, de acordo com a nova definição do Grupo Internacional de Estudo em Cirurgia do Pâncreas (ISGPS), foi observado em quatro pacientes (23,5%). Não houve mortalidade.

Conclusão: Os resultados iniciais desta técnica confirmam que é simples, confiável, fácil de realizar e de aprender. Ela é útil para reduzir a incidência de fistula pancreática após duodenopancreatectomia.

DESCRITORES:
Duodenopancreatectomia; Anastomose pancreática; Técnica cirúrgica

INTRODUCTION

Pancreatic fistula is a frustrating complication and remains a major cause of morbidity and mortality after pancreatoduodenectomy. The current literature reports that the incidence of this complication ranges between 3-45%, with a high associated mortality rate. To prevent pancreatic fistula, various technical procedures have been described, including invagination

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desirable one should be associated with a low rate of pancreatic fistula and ease to perform regardless of the texture of the pancreas and the duct diameter[1,6,9,13,14].

Technical aspects of the pancreatic anastomosis contribute to increasing the anastomotic failure rate, particularly in patients with soft pancreas and small pancreatic duct. Shrikhande and the Heidelberg group published 10 years ago an interesting technique of pancreatic anastomosis after pancreaticoduodenectomy[11,12,16].

The objective of this study was to introduce a small modification of the Heidelberg pancreatojejunostomy technique for reconstruction of the pancreatic stump after pancreatoduodenectomy that can be used in patients with soft or hard pancreas and with duct size smaller or larger than 3 mm.

METHOD

Technique

Transection of the pancreas

Two stay sutures (Prolene 4-0, Ethicon®) are placed on both the superior and inferior margins of the pancreatic remnant (hemostatic sutures). The pancreatic parenchyma is then transected with a sharp knife, and hemostasis is performed with electrocautery (Figure 1A). After the resection phase by subtotal stomach-preserving pancreatoduodenectomy, the technique is completed and the specimen is retrieved. Then, a jejunal single limb is moved to the pancreatic cut end by a trans-mesocolic route and prepared for the anastomosis[15].



FIGURE 1
A) Cut surface of the pancreas, stay sutures and pancreatic duct; B) three stitches full thickness posterior at 4 o'clock, 6 o'clock, and 8 o'clock positions; C) three stitches full thickness anterior at 10 o'clock, 12 o'clock, and 2 o'clock positions; D) running suture on the posterior aspect; E) sutures are passed in the positions 4 o'clock, 6 o'clock, and 8 o'clock; F) sutures are passed in the positions 10 o'clock, 12 o'clock, and 2 o'clock and one stent is put into the pancreatic duct; G) running anterior suture and stay stitches.

Mobilization of the pancreatic remnant

After the main pancreatic duct is identified, the cut surface of the pancreatic remnant is mobilized for approximately 1.5-2 cm of the length away from the splenic vein to allow the anastomosis. Small vessel branches are dissected and ligated (Figure 1A).

Posterior duct-pancreatic suture

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Three sutures are placed on the posterior wall of the pancreatic duct to the posterior pancreatic parenchyma. The stitches are performed with 5-0 double needle prolene (Ethicon®) at the 4 o'clock, 6 o'clock, and 8 o'clock positions. The suture starts into the pancreatic duct traversing the full thickness of the parenchyma, until the posterior wall of the pancreas (from inside to outside). The free margin of the suture is at least 1 cm (Figure 1B).

Anterior duct-pancreatic suture

When all the posterior stitches are placed, three sutures are passed on the anterior wall of the pancreatic duct. The suture starts into the pancreatic duct, traversing the full thickness of the parenchyma, to the anterior wall of the pancreas (from inside to outside), similar to the posterior wall, at the 10 o'clock, 12 o'clock, and 2 o'clock positions. The posterior and anterior duct-pancreatic sutures are not knotted at this point (Figure 1C).

Posterior outer layer

In this step, the anterior and posterior duct-pancreatic sutures are suspended with a Kelly clamp. The pancreatic stump and the anti-mesenteric border of the jejunum are located face to face. Is performed a running suture with 4-0 single needle prolene (Ethicon®) on the posterior aspect the pancreatic parenchyma with the jejunal seromuscular layer, beginning at the lower edge of the pancreas toward the upper edge (Figure 1D).

Posterior inner layer

The jejunum is now opened on the anti-mesenteric side by electrocautery. The length of the enterotomy is approximately 0.5 cm long, near the pancreatic duct. The sutures in the 4 o'clock, 6 o'clock, and 8 o'clock positions (posterior duct-pancreatic suture) are passed from outside to inside in the inferior edge of the jejunum at the same positions (full thickness of the jejunum). The sutures are knotted at this time (Figure 1E).

Stent into the pancreatic duct

A plastic stent, 20 cm long, is inserted into the pancreatic duct and, if necessary, secured with absorbable suture at the opening of the pancreatic duct. Approximately 15 cm of the length of the stent is extended into the jejunal lumen.

Anterior inner layer

The sutures in the 10 o'clock, 12 o'clock, and 2 o'clock positions (anterior duct-pancreatic suture) are passed from inside to outside in the superior edge of the jejunum (full thickness of the jejunum) and are knotted with the plastic stent into the jejunal lumen (Figure 1F).

Anterior outer layer

A running suture is performed with 4-0 single needle prolene (Ethicon®), on the anterior

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Stay suture with the jejunum

Finally, the two previously placed hemostatic sutures on the superior and inferior edges of the remnant pancreatic stump are passed in the jejunal seromuscular layer and tied. These additional interrupted sutures placed between the pancreatic tissue and the jejunum must reinforce the anastomosis.

Hepaticojejunostomy is performed with interrupted absorbable suture and gastrojejunostomy is performed by antecolic route, approximately 50 cm proximal to the hepaticojejunostomy. All patients have two drains placed near the pancreatico-jejunal anastomosis during the surgery.

RESULTS

In the period from July 2016 to June 2017, a total of 17 patients underwent pancreatoduodenectomy with this technique. The characteristics of the patients are presented in Table 1. There were 13 women (76.5%), and the median patient age was 54.1 years (20-76). Ductal adenocarcinoma was observed in nine patients (52.9%); soft texture of the pancreas was present in six (35.2%); duct size larger than 3 mm was found in nine (52.9%). Increased amylase in abdominal drainage (biochemical leak) was identified in four patients (23.5%), and resolved spontaneously within a week. Grade B or C fistula was not observed. No mortality occurred in this series.



TABLE 1
Characteristics of the patients

DISCUSSION

Pancreatic fistula is one of the most severe complications after pancreatoduodenectomy. The incidence is 3-45%, and results in a high rate of related mortality. To avoid this life-threatening complication, several techniques of pancreatoenteric anastomosis have been described, and the two primary methods are the duct-to-mucosa technique and the invagination technique. The procedures can be performed with the stomach or jejunum. Although some studies suggest that pancreaticogastrostomy is superior to pancreatojejunostomy, the ISGPS recommends pancreatogastrostomy or pancreatojejunostomy for the pancreaticoenteric anastomosis[1,2,6,8].

Many factors have been associated with failure of the pancreatoenteric anastomosis, including general factors, pathological factors, and technical factors. The most important risk factors related to pancreatic fistula are the diameter of pancreatic duct of 3 mm or less and

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the soft texture of the pancreas. In these situations, the type of pancreatoenteric anastomosis is important to reduce pancreatic fistula[9,10].

The ideal pancreatoenteric anastomosis should have the following characteristics: a) good blood supply to the pancreatic stump; b) pancreatic juice flow into the intestinal or gastric lumen; c) suitable for all pancreatic stumps and all pancreatic ducts; d) easy to perform and easy to learn[1,3,9].

Was described a novel technique for pancreatic anastomosis after pancreatoduodenectomy. The pancreatoduodenectomies were all performed by a team of surgeons who were trained in the performance of the pancreatoenteric anastomosis by the senior surgeon (OJMT). The novel pancreaticojejunostomy presented in this study differs slightly from the original technique published by Shrikhande et al. [11], and low rates of pancreatic fistula have been observed with the original technique[11].

According to the ISGPS's new definition and grading of postoperative pancreatic fistula, grade A pancreatic fistula is now biochemical leak[1]. In the present study with the first unselected, consecutive series, none of patients developed grade B or C pancreatic fistula, and biochemical leak was observed in four patients (23.5%) after this technique.

The series presented in this study demonstrates low rates of pancreatic fistula in comparison with other recent technical modifications in the literature (Table 2) [3,5,7].



TABLE 2
Results of other technical modifications

In the current study, was analyzed the drain amylase, which was elevated in 23.5% of the patients (biochemical leak) according to the new ISGPS definition[1]. Risk factors such as pancreatic duct size of 3 mm or smaller and soft texture of the pancreatic parenchyma were observed in the present series, but the same technique was suitable even for these patients.

In this technique, the six interrupted stitches, anterior and posterior full thicknesses, involve more pancreatic tissue. In addition, the stump is covered with the jejunum, reducing the risk of rupture. The length of the jejunostomy is approximately 0.5 cm long, smaller than that described by Shrikhande et al. [11], and is adjustable based on the diameter of the pancreatic duct. In addition, was inserted a plastic stent into the pancreatic duct to achieve better internal drainage from the pancreas to the intestinal lumen. Stents are not used in the original technique, and the diameter depends on the size of the duct. This procedure avoids or reduces pancreatic juice and bile retention in the initial segment of the jejunum when the peristaltic function is not restored. Furthermore, the procedure decreases the incidence of

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pancreatic duct occlusion. There is no need to remove the internal drainage stent. At the end of the procedure, after the anastomosis is completed, the stay suture is used to anchor the gland to the jejunum. This modification reduces pressure on the anastomosis suture line[11].

In the classical "duct-to-mucosa" anastomosis, the sutures involve a small portion of the pancreatic duct and the mucosa of the jejunum, but the pancreatic tissue is not included. The risk to tear and cause anastomotic rupture is relatively high[5]. In invagination pancreatojejunostomy, part of the pancreatic stump is invaginated into the lumen of the jejunum. The stitches are placed in the pancreatic parenchyma and capsule, but not in the pancreatic duct with the risk of laceration on tying. The pancreatic surface is exposed to the intestinal or gastric lumen, and hemorrhagic complications can occur. Furthermore, this technique is not suitable for patients with a large pancreatic stump[4,9].

Our modification of the original technique described by Shrikhande et al[11]. seems to be safe for soft or hard pancreas and any size of pancreatic duct. The small number of patients with this new pancreatoenteric anastomosis is the limitation of this study, and others are necessary to assess the utility of this procedure in decreasing postoperative fistula rates.

CONCLUSION

Early results of this technique confirm that it is simple, reliable, easy to perform, and easy to learn. This technique is useful to reduce the incidence of pancreatic fistula after pancreatoduodenectomy.

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- Battistelli C. Número de cirurgias bariátricas no Brasil aumenta 46,7%. SBCBM, Jul. 11, 2018. Available at: <https://www.sbcbm.org.br/numero-de-cirurgias-bariatricas-no-brasil-aumenta-467/>. Accessed: Mar. 14, 2019. » https://www.sbcbm.org.br/numero-de-cirurgias-bariatricas-no-brasil-aumenta-467/
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- WHO Classification of Tumours Editorial Board. Digestive System Tumours. Lyon (France): International Agency for Research on Cancer; 2019. (WHO Classification of Tumours Series, 5th ed.; vol. 1).

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ORIGINAL ARTICLE GI Cancers

Modified Heidelberg technique of pancreatic anastomosis postpancreaticoduodenectomy – 10 years of experience

Ramachandra Chowdappa, Ajeet Ramamani Tiwari, Namrata Ranganath[1], Rekha V. Kumar[2]

Abstract

Context: Pancreatic fistula has forever been a dreaded complication after pancreatic anastomosis (PA). We present a retrospective analysis of 10 years of experience with the Modified Heidelberg technique (MHT) that has been recently described. **Aim:** The aim of the study is to establish postoperative pancreatic fistula (POPF) rates after MHT. **Settings and Design:** This is a retrospective observational study carried out at a tertiary cancer center in South India in the Department of Surgical Oncology. **Subjects and Methods:** Two hundred and eight consecutive patients who underwent pancreaticoduodenectomy (PD) and PA with MHT for a variety of proximal pancreatic lesions from January 2008 to February 2018 were included in this study. The incidence of POPF was recorded by the International Study Group on Pancreatic Fistula 2005 and 2016 definitions. **Statistical Analysis Used:** Epidemiological and clinical data are expressed in ratios and percentage and presented in table format. **Results:** Between January 2008 and March 2016, 186 patients underwent PD, and MHT was used for PA. Five (2.7%) patients developed Grade A POPF whereas Grades B and C were seen in three (1.6%) patients each with one death. Between April 2016 and February 2018, 22 patients underwent PD. Two patients (9%) had biochemical leak whereas none of them developed clinically relevant POPF. No deaths were recorded in this period. Overall, Grade B and Grade C POPF rates were 1.4% each, whereas 30-day mortality was 0.4%. **Conclusions:** Results of this study indicate that MHT is a safe, reliable, easy to learn, and adopt technique of pancreatic reconstruction after PD.

Key words: Modified Heidelberg technique, pancreatic anastomosis, pancreatic fistula, pancreaticoduodenectomy, periampullary carcinoma

Introduction

Pancreatic anastomosis (PA) has always been a perplexing issue since Allen O. Whipple first adopted a systematic approach to pancreaticoduodenectomy (PD).[1] The gradual improvement in safe anesthesia and intensive care fostered the state of art postoperative management in todays' contemporary high-volume institutes dealing with pancreatic cancer. This further incited surgeons to incessantly toil to improve surgical techniques most cardinal of which was a safe and secure PA.

Pancreaticoenteric anastomosis is the Achilles heel of PD. Pancreatic fistulas have always been a dreaded complication after PA with current literature showing incidence somewhere between 3% and 45% probably because multiple techniques of pancreatic reconstruction have been described, and few authors have candidly reported their anastomotic dehiscence rates.[2] The consideration of multiple techniques of anastomosis, however, only points to the supposition that no one technique is irrevocably better than the other. Nevertheless, the detailed duct-to-mucosa anastomosis pioneered by the Heidelberg group in 2002 and later described by Shrikhande *et al*. in 2007 continued to be one of the most commonly used techniques against which many other techniques were compared during the past decade.[3,4]

Of late, we read an adept article by Torres *et al.* describing a modified Heidelberg technique (MHT) in 17 patients.[2] We were buoyant to read this article as it describes a technique that we have been using since 2008. In the past 10 years (2008–2018), we have used this technique sans publication in 208 patients post-PD for a sundry of pancreatic head lesions. The article by Torres *et al*. has tempted us to present our experience with the same technique that has been a routine reconstruction strategy at our institute. The important aspect of our data representation was inclusion of the International Study Group on Pancreatic Surgery (ISGPS) 2005 definition of pancreatic fistula and its modification later in 2016.[5,6]

Subjects and Methods

A total of 208 consecutive patients more than 18 years of age who underwent PD and PA with MHT for a variety of proximal pancreatic lesions from January 2008 to February 2018 were included in this study. Surgery was performed by a single surgeon, and hence, the uniformity of the technique was preserved in every case. The incidence of postoperative pancreatic fistula (POPF) was recorded by the International Study Group on Pancreatic Fistula (ISGPS) 2005 and 2016 definitions. Institution's Ethics Committee approval was taken for collection of retrospective data. Informed consent was obtained from all individuals included in the study in the preoperative period to use their clinical data for research purpose without breach of identity.

Surgical technique

We do not prefer artery first approach and rely to a great extent on good preoperative contrast-enhanced computed tomography assessment and diagnostic laparoscopy for determining operability. Due care is taken to avoid damage to pancreatic capsule during dissection as this gives a good anchorage to sutures during PA. Mesopancreatic triangle is cleared for better R0 resection.[7] After standard pancreatic mobilization, bile duct and stomach/duodenum are divided, and the pancreatic head is prepared for transection. The jejunum is transected at the end.

Critical steps of MHT are described in Figures 1 and 2. A suitable-sized infant feeding tube is used as a pancreatic duct stent depending on the duct diameter. Two to three centimeter of the distal end of the stent outside the cut edge of pancreatic duct is cut for adequate drainage. Placement of stent at this step helps the surgeon to avoid taking the opposite wall of the duct while taking anterior and posterior ductal sutures. Its role in reducing POPF is controversial.

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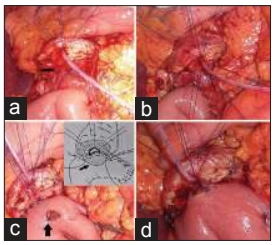


Figure 1: (a) The pancreatic remnant is mobilized for approximately 2 cm from the underlying splenic vein (arrow). Full-thickness three sutures at 10, 12, and 2 o'clock are taken from outside (pancreatic parenchyma) to inside (pancreatic duct) without tying the knot. (b) Full-thickness sutures are taken from outside (pancreatic parenchyma) to inside (pancreatic duct) at 4, 6, and 8 o'clock position. (c) Five to six interrupted 4-0 PDS sutures are taken between posterior surface of pancreatic parenchyma and seromuscular layer of jejunum. (inset-large size of jejunal opening [horizontal arrow] in original Heidelberg technique), vertical arrow – jejunal mucosa fixation suture. (d) Needles of sutures taken on 4, 6, and 8 o'clock are passed from inside out of the jejunum to make sure the knots lie outside the anastomosis

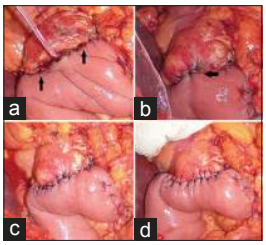


Figure 2: (a) Lower cut edge of the pancreatic surface on either side (arrows) of duct is sutured to the seromuscular layer of jejunum as a continuation of posterior duct to mucosa second layer of sutures. (b) Anterior inner sutures are placed at 10, 12, and 2 o'clock position from inside out of jejunum to place the knots outside (arrow). (c) Anterior pancreatic cut edge is sutured to the seromuscular layer of jejunum similar to the second layer as continuation of the third layer. (d) Multiple interrupted sutures are taken involving anterior capsule of the pancreas and seromuscular layer of the jejunum

The jejunum should lie tension-free under the cut end of the pancreas avoiding any telescopic effect at the end of anastomosis [Figure 1c]. The jejunal mucosa is fixed onto the seromuscular layer at 6 and 12 o'clock by small sutures cut just above the knot [Figure 1c (arrow)]. This avoids the retraction of jejunal mucosa and keeps its slightly everted during anastomosis. We fix the stent with pancreatic parenchyma close to the duct at its exit with 4-0 PDS suture. Two reinforcing sutures are placed at the upper and lower edge of pancreas and jejunum which help to decrease the tension on anastomosis.

Hepaticojejunostomy (HJ) is done with interrupted 4-0 PDS sutures approximately 15–20 cm from PA, and gastrojejunostomy/duodenojejunostomy is done in antecolic fashion in two layers about 40–45 cm from HJ. We do not routinely perform Braun jejunojejunostomy. The mesocolic rent is fixed over the jejunal seromuscular stitch. Two drains are placed near the anastomosis on both sides such that their tips cross beneath the anastomosis. An omental flap is placed beneath the anastomosis over superior mesenteric vessels.

POPF was defined as drainage of any measurable volume of fluid with an amylase content >3 times the serum amylase activity on or after postoperative day 3, according to the criteria of the ISGPS 2005 for all patients till March 2016.[5] However, from April 2016, the new definition was used as a drain output of any measurable volume of fluid with an amylase level >3 times the upper limit of institutional normal serum amylase activity, associated with a clinically relevant development/condition related directly to the POPF. Hence, the former "Grade A POPF" was redefined and called a "biochemical leak" because it had no clinical importance and was no longer referred to a true pancreatic fistula. POPF Grades B and C are confirmed but defined as more clinically relevant fistula. In particular, Grade B requires a change in the postoperative management; drains are either left in place >3 weeks or repositioned through endoscopic or percutaneous procedures. Grade C POPF refers to those POPF that requires reoperation or lead to single or multiple organ failure and/or mortality due to the pancreatic fistula.[6] Tables 1 and 2 display the results conforming to both the definitions.

Results

Consecutive 208 patients underwent PD for a variety of proximal pancreatic lesions. Males (138) were almost double compared to females (70) with average age 50.5 years (24–77), 34% of patients presented with diabetes mellitus and 80.7% of the patients had BMI <25 kg/m^2. About 78.8% patients belonged to the American Society of Anesthesiologists Score <3 [Table 3].

Between January 2008 and March 2016, 186 patients were operated for lesions listed in Table 1 of which periampullary carcinoma (85.5%) was the most common. Five (2.7%) patients developed Grade A POPF, whereas Grades B and C were seen in three (1.6%) patients each. One patient (0.53%) who developed Grade C POPF died due to sepsis. Three patients with Grade B fistula were managed conservatively with drain *in situ* and was removed after 3 weeks in two patients and 5 weeks in one patient. Two patients with Grade C fistula required prolong ventilatory support and intensive care unit admission with multiple organ failure. None of the patients required reoperation [Table 1].

Between April 2016 and February 2018, 22 patients underwent PD. Similarly, periampullary lesions (77.27%) were the most common. Two patients (9%) had biochemical leak, whereas none of them developed clinically relevant POPF [Table 2]. Overall, Grades B and C POPF rates were 1.4% each whereas 30-day mortality was 0.4%.

Discussion

Torres *et al*. in 2017 modified the original Heidelberg technique of pancreaticojejunostomy described by the Heidelberg group and later by Shrikhande *et al*. and published their data of 17 patients.[2-4] We have been using a similar technique although with minor technical differences since 2008 in consecutive 208 patients.

The most important change that has been made in the modified technique described by Torres *et al*. is use of a much smaller jejunal lumen [Figure 1c vertical arrow] compared to original Heidelberg technique [Figure 1c (inset horizontal arrow)] and avoidance of pushing the entire raw surface of pancreatic cut end into the jejunal lumen by meticulously creating duct to mucosa anastomosis and reinforcing this with seromuscular stitches along with anchorage stitches at the end of anastomosis.[2]

The biochemical leak reported by Torres *et al*. is much higher (23.5%) compared to what we recorded (3.3%). However, in the light of its lost clinical relevance in the new ISGPS, 2016 definition, biochemical leak comparison has no clinical pertinence. What is pretty staggering is the zero clinically relevant POPF rates observed by the authors using the same technique in which we found overall 2.8% incidence of POPF. However, in the past 2 years, none of our patients

Table 1: Grades of postoperative pancreatic fistula and mortality after modified Heidelberg technique of pancreaticojejunostomy performed from January 2008 to March 2016 as per definition of the International Study Group on Pancreatic Surgery, 2005

Final pathology	Number of cases	ISGPS (2005) leaks (January 2008-March 2016)			Death
		A	B	C	
Periampullary					
Duodenum	10	0	1	1	1
Cholangiocarcinoma	32	0	0	0	0
Pancreatic	21	2	1	0	0
Ampullary	96	2	1	0	0
Pancreatic head	11	0	0	1	0
Neuroendocrine	9	1	0	1	0
Chronic pancreatitis	3	0	0	0	0
Cystic neoplasm	4	0	0	0	0
Total (%)	186	5 (2.7)	3 (1.6)	3 (1.6)	1 (0.53)

ISGPS=International study group on pancreatic surgery

Table 2: Grades of postoperative pancreatic fistula and mortality after modified Heidelberg technique of pancreaticojejunostomy performed from April 2016 to February 2018 as per definition of the International Study Group on Pancreatic Surgery, 2016

Final pathology	Number of cases	ISGPS (2016) leaks (April 2016-February 2018)			Death
		Biochemical leak (clinically not relevant)	Clinically relevant		
			Grade B	Grade C	
Periampullary					
Duodenum	1	1	0	0	0
Cholangiocarcinoma	2	0	0	0	0
Pancreatic	1	0	0	0	0
Ampullary	13	1	0	0	0
Pancreatic head	3	0	0	0	0
Neuroendocrine	1	0	0	0	0
Chronic pancreatitis	0	0	0	0	0
Cystic neoplasm	1	0	0	0	0
Total (%)	22	2 (9)	0	0	0

ISGPS=International study group on pancreatic surgery

Table 3: Demographic data of patients undergoing pancreaticoduodenectomy from January 2008 to February 2018

Demographic parameters	Subdivision	Total
Age (years)	-	50.5 (24-77)
Sex ratio (male:female)	-	2:1 (138:70)
Diabetes (%)	-	71 (34)
BMI (kg/m^2) (%)	<25	168 (80.7)
	>25	40 (19.3)
ASA (%)	I	43 (20.6)
	II	121 (58.2)
	III	42 (20.2)
	IV	2 (1)

ASA=American society of anesthesiologists score, BMI=Body mass index

have developed clinically relevant POPF [Table 2]. Although there were few minor technical changes between ours' and Torres *et al*.'s technique such as all the knots in the inner layer remained outside the anastomosis, anterior and posterior outer layers were interrupted sutures instead of continuous, decrease in the length of stent and fixing the stent to pancreatic parenchyma, no robust comparison can be drawn considering the small number of patients (17) analyzed by Torres *et al*.[2]

Büchler *et al*. in January 2000 published their results of Heidelberg technique in 331 patients with POPF incidence of 2.1%.[8] However, they were not classified as per the ISGPS definition as it came into being only 5 years later in 2005. Our clinically relevant POPF incidence was 2.8%. Its very difficult to compare with studies and techniques between those developed and published in pre-ISGPS definition of POPF era and those that were developed later. Only a well-conducted randomized trial comparing MHT with the original Heidelberg technique would help us draw any major conclusions.

Our technique has one of the lowest rates of POPF rates when compared to other contemporary techniques developed after 2005 like the binding PJ (Grade B –7.2% and Grade C –10.2%) and invagination PJ (clinically relevant POPF – 10%).[9,10] Although very encouraging results have been published by Yang *et al*. with their Colonial Wig PJ technique with no clinically relevant fistula, only 22 patients were included in this comparative study, and a much larger study would be required to find what really transpired such low POPF rates.[11]

The drawback of this study is that there is no comparative group of another anastomotic technique and that it is a retrospective study. However, one foremost conclusion that can be drawn from our study is reduction of clinically relevant POPF rates from 2.8% (2008–2016) to 0% (2016–2018) in past 2 years [Tables 1 and 2]. This does suggest that it is just not the technique but also surgeon's experience and attention to meticulous details during resection and anastomosis that has tremendous bearing on postoperative course of these patients.

Conclusions

Results of this study indicate that MHT is a safe, reliable, easy to learn, and adopt the technique of pancreatic reconstruction after

PD. However, it is important to understand that experience with one particular technique and obsessive compulsion to scrupulously adhere to finer details of the surgery is more consequential.

Financial support and sponsorship

Nil.

Conflicts of interest

There are no conflicts of interest.

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Validation and Optimization of the International Study Group of Pancreatic Surgery Risk Classification of High-risk Pancreas for Postoperative Pancreatic Fistula After Pancreatoduodenectomy for Periampullary Tumors

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Objective: To externally validate the International Study Group of Pancreatic Surgery (ISGPS) classification and test its performance for predicting clinically relevant pancreatic fistula (CRPF) for periampullary (P-amp) tumors.

Background: The ISGPS is a simple 2-factor, 4-tier classification of pancreas-related risk for CRPF after a pancreatoduodenectomy. External validation and performance of the classification specific to P-amps are lacking. P-amps have different disease biology, lesser need for neoadjuvant therapy, softer pancreas, and a higher rate of CRPF, underscoring the importance of site-specific prediction.

Methods: Validation was performed in a cohort of 1422 patients, with CRPF as the primary outcome. Model performance was tested by plotting the receiver operating curve and calibration plots. After analyzing the factors predicting CRPF, the model was optimized for P-amps.

Results: CRPF rate was 22.2% (315/1422), for P-amps being 25.8%. The ISGPS model performed moderately [area under the curve (AUC) = 0.632, 95% CI: 0.598–0.666, $P < 0.001$], with worse performance for P-amps (AUC = 0.605, 95% CI: 0.566–0.645, $P < 0.001$). On multivariate analysis, soft pancreas [odds ratio (OR): 1.689, 95% CI: 1.136–2.512, $P = 0.010$], body mass index $\geq$ 23 kg/m^2 (OR: 2.112, 95% CI: 1.464–3.046, $P < 0.001$) and pancreatic duct $\leq$ 3 mm (OR: 2.113, 95% CI: 1.457–3.064, $P < 0.001$) emerged as independent predictors, and the model was optimized. The adjusted ISGPS for P-amps showed improved discrimination (AUC = 0.672, $P < 0.001$, 95% CI: 0.637–0.707), with adequate performance on internal validation.

Conclusions: The adjusted ISPGS performs better than the original ISGPS in predicting CRPF for P-amps. Large-scale multicenter data are needed to generate and validate site-specific predictive models.

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Pancreatoduodenectomy (PD) is a routinely offered surgery for malignant and benign disease of the pancreatic head and confers a curative procedure for malignancies of the ampulla, duodenum, and the lower end of the bile duct. Despite an improved understanding of pancreatic surgery, postoperative pancreatic fistula (POPF) remains the most feared complication after a PD. With the rates of clinically relevant pancreatic fistula (CRPF) stagnating at 12% to 15% worldwide,[1,2] accurate prediction of CRPF remains a much coveted but unaccomplished goal. The International Study Group of Pancreatic Surgery (ISGPS) 2016 update on POPF was a paradigm shift in the understanding, reporting, and management of POPF.[2] It consolidated the then-available evidence and management strategies of POPF and succinctly highlighted the knowledge gaps and deficiencies. While many modifiable factors contribute to the development of a fistula, like intraoperative blood loss, anastomotic technique, surgeon's experience, and the surgical volume, many factors, such as pancreatic texture, primary pathology, and the size of the main pancreatic duct (MPD), are nonmodifiable.[3–5] Much emphasis has recently been placed on the tailored management of patients with a high risk of CRPF.[6–8] Moreover, accurate prediction of CRPF has prognostic importance in terms of perioperative outcomes and the financial burden of the operation. In 2021, the ISGPS acknowledged that though multiple scoring systems[5,9,10] were available for predicting CRPF, a uniform reporting of "pancreas-specific" risk was lacking.[1] A simple 2-factor, 4-tier classification was described, which uses pancreatic texture and MPD diameter to predict the pancreas-related risk of a CRPF.[1] Type A was deciphered to have the lowest risk, with a non-soft pancreas and MPD > 3 mm, whereas type D was found to have the highest risk of CRPF, with a soft pancreatic texture and MPD $\leq$ 3 mm.[1] The novelty of this classification lies in its simplicity and a progressively increasing risk of CRPF with increasing grades. However, the model must be externally validated

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and tested against previously used scoring systems. It is also probable that the performance of any risk prediction system may vary for diseases primarily of the pancreas versus the periampullary (P-amp) region. The authors hypothesized that the model had varied predictive powers for clinico-radiological head of pancreas (HOP) lesions versus P-amp lesions. The present study aimed to externally validate the ISGPS classification of "high-risk" pancreas (HRP) in a large cohort of Asian patients and assess its performance in clinico-radiological P-amps in predicting CRPF.

METHODS

This is a retrospective analytical study assessing the data of consecutive PDs from January 2014 to December 2023 at Tata Memorial Center, Parel, Mumbai, India. Approval from the Institutional Review Board and the Ethics Committee was obtained (OIEC/4537/2024/00001). The data were presented per the strengthening the reporting of observational studies in epidemiology checklist for reporting data in observational studies.[11]

Patients and Data Collection

All patients undergoing an elective PD were included in the study. The data were retrieved from a prospectively maintained pancreatic surgery database, and missing variables were obtained from the electronic medical records. All entries from the database were crosschecked with the electronic medical record to ensure the accuracy and completeness of data. Postoperative complications were relabeled as per the latest guidelines. Data of cases with one or more missing variables were eliminated from the final analysis. Basic clinicodemographic details, details of surgery, and postoperative outcomes were collected.

Procedure and Definitions Deployed in the Study

All patients planned for a possible PD underwent routine evaluation with hemogram, blood chemistries, tumor markers, and pancreas protocol contrast-enhanced computed tomographic scan of the abdomen.[12] Patients were classified as HOP or P-amp depending upon their clinico-radiological features (clinical presentation, endoscopic ultrasound, side-viewing endoscopy, cross-sectional imaging), and management was offered accordingly. The plan of upfront surgery versus preoperative therapy was formulated based on tumor resectability and the level of tumor markers. The radiologic diagnosis was retrospectively correlated with the final histopathologic diagnosis. All patients underwent PD in a standardized manner, as described in previous publications.[13–15] A pancreato-jejunal anastomosis, duct-to-mucosa, or modified Heidelberg technique was performed, the technique of which and postoperative care protocols have been described elsewhere.[16–18] All procedures were performed by the senior author, who had over two decades of experience or under the supervision of a senior pancreatic surgeon with at least ten years of experience having negotiated the procedure's learning and proficiency curve.[19] The surgical steps undertaken by pancreatic surgery fellows were graded according to their experience level, ease of surgery, and patient comorbidities, with the senior surgeon in the assistant's role.

The on-table senior operating surgeon assessed the pancreas texture, categorized as soft/ brittle versus non-soft. The MPD diameter was assessed at the point of pancreatic neck transection. In minimal access cases, the pancreatic texture and duct size were assessed on the resected specimen.

For each patient, various risk scores, including the ISGPS 4-tier score,[1] modified 3-tier score,[20] original fistula risk score (o-FRS),[9] alternate fistula risk score (a-FRS),[5] and the updated alternate fistula risk score (ua-FRS),[10] were calculated.

The primary outcome variable was CRPF. The 2016 ISGPS update of POPF was used to define CRPF as grade B and C fistulae.[2] Postpancreatectomy hemorrhage and delayed gastric emptying were also described as per the ISGPS definitions of pancreatectomy-specific complications.[21,22] Postoperative complications were graded according to the Clavien-Dindo classification, and complications of grade 3a and above were identified as major.[23] Perioperative mortality was defined as in-hospital deaths and deaths within 30 days of the surgery.

Statistical Methods

Normally distributed continuous variables were expressed as means and SDs. Analysis of variance (1-way ANOVA) was used to compare the mean of more than two groups. Continuous nonparametric variables were expressed as medians and interquartile range; medians were compared using the Kruskal-Wallis test. Categorial data were presented as frequencies and proportions and analyzed using the χ^2 or Fischer exact tests. The model performance of each risk score was tested by plotting receiver operating characteristic (ROC) curves to assess the area under the curve (AUC) and by plotting calibration plots.[24] Calibration plots demonstrate the difference between the predicted and the observed risk of CRPF per risk decile as per the scoring systems. The performance of the ISGPS classification was tested separately for clinico-radiologically suspected HOP versus P-amps. The DeLong test was used to compare the statistical difference between the AUCs.[25]

To optimize the ISGPS 2-factor classification for the prediction of CRPF in P-amps, the data of P-amp patients were split into "training" and "testing" sets. The data set was stratified using Pandas in Python software and then shuffled to remove potential order bias. Using sci-kit-learn's "train_test_split" function, the data were split into 80-20 training and testing sets. This ensures unbiased analysis, maintaining data integrity and reliability. Quality checks were conducted to verify proportional data splitting based on the year category. The Pandas "duplicate" method was used in the file's identification column to identify and handle duplicate entries. Clinico-radiological P-amps diagnosed with pancreatic tumors or with nonadenocarcinomatous P-amp pathologies were excluded while performing the analysis to circumvent the outlier effect. The transparent reporting of a multivariable prediction model for individual prognosis or diagnosis guidelines were followed for generating multivariable prediction models, and their reporting and validation.[26] The "training" data set was used for model adjustment, and the "testing" data set was used for model validation. Factors impacting the development of CRPF for P-amps were analyzed using univariate and multivariate analyses. The ISGPS model was adjusted by assessing each component's weighted contribution and adding other variables contributing to the occurrence of an outcome. Variables were individually tested and added to the ISGPS model only when significant model improvement was found, and as few predictors as possible were used while maintaining an adequate AUC.[26] The IBM-SPSS INC. (International Business Machine - Statistical Package for the Social Sciences), Version 29.0 for Mac, was used for statistical

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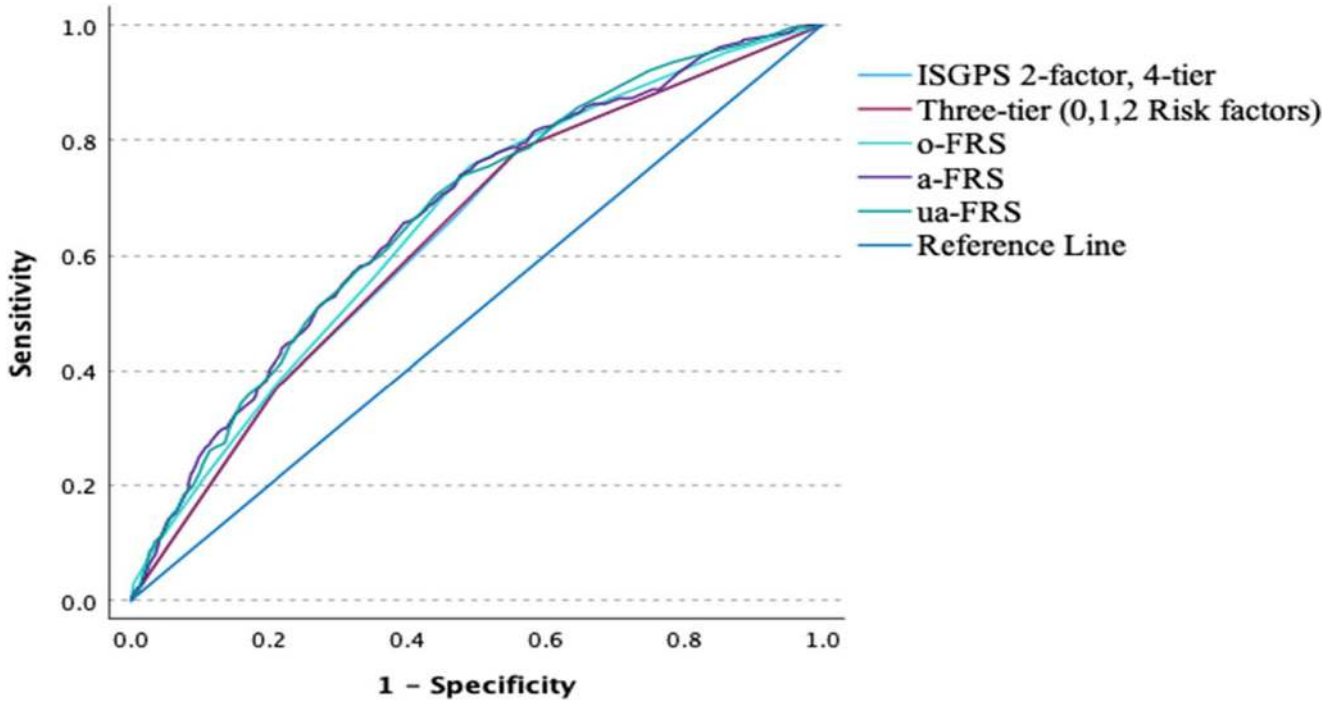


FIGURE 1. ROC curves for the 5 scoring systems for the prediction of CRPF. ROC indicates receiver operating characteristic.

analysis. CIs were reported at 95%, and statistical significance was set at $P < 0.05$.

RESULTS

Characteristics of the Overall Cohort

During the study period, 1438 patients underwent PD, of which data from 1422 patients were included in the analysis. Sixteen patients were excluded because of missing variables. The cohort's mean age was 54.6 ± 12.5 years, with 66.0% (939) being men. The clinico-radiological primary disease site was P-amp in 68.6% (976), followed by HOP in 28.8% (410). Two-thirds of patients (65.0%, 925) underwent preoperative biliary drainage, and 12.5% (178) had received neoadjuvant therapy (NAT; Supplemental Digital Content Table 1, http://links.lww.com/SLA/F257), a majority being HOP (141, 79.2%). The number of P-amps who received NAT was 3.7% (37/977). A concomitant vascular resection was performed in 7.8% (111) patients, and an additional organ resection in 3.9% (55). As per the ISGPS classification of HRP, 38.9% (553) patients were type A, 9.8% (139) type B, 27.1% (385) type C, and 24.3% (345) type D (Supplemental Digital Content Table 1, http://links.lww.com/SLA/F257). In patients with a nondilated MPD, a non-soft pancreas was found in 47.9% (67/140) of HOP and 21.2% (69/326) P-amps.

Outcomes

The overall rate of CRPF was 22.2% (315), major morbidity rate was 35.7% (508). The respective CRPF rates in types A, B, C, and D ISGPS groups were 12.3% (68/553), 26.6% (37/139), 24.7% (95/385), and 33.3% (115/345), respectively ($P < 0.001$; Supplemental Digital Content Table 1, http://links.lww.com/SLA/F257). The overall perioperative mortality and failure to rescue rates were 2.7% (38/1422) and 7.4% (38/508), respectively, not statistically different amongst the groups ($P = 0.608$ and $P = 0.994$, respectively; Supplemental Digital Content Table 1, http://links.lww.com/SLA/F257). In patients receiving NAT, 15.2% (27/178) developed CRPF; in P-amps, 21.6% (8/37) patients receiving NAT developed CRPF.

Initial Model Validation and Comparison With Other Systems

The 4-tier ISGPS classification had moderate discrimination (AUC = 0.631, 95% CI: 0.597–0.665, $P < 0.001$) to predict CRPF (Fig. 1, Table 2). The calibration was inadequate with systematic overprediction of CRPF when the probability rose over 30% (Supplemental Digital Content Fig. 1, http://links.lww.com/SLA/F257). The 3-tier classification suggested by Suurmeijer et al[20] performed similarly to the ISGPS 2-factor 4-tier classification (AUC = 0.632, 95% CI: 0.598–0.666, $P < 0.001$). The o-FRS, a-FRS, and ua-FRS performed better (Table 1).[5,9,10] On comparing the AUC using DeLong test, the performance of ua-FRS and a-FRS was better, compared with ISPGS (ISGPS vs ua-FRS, difference between the AUC = 0.0474, 95% CI: 0.0238–0.0710, $P = 0.0001$, ISGPS vs a-FRS, difference between the AUC = 0.0511, 95% CI: 0.031–0.0690, $P < 0.0001$).

Performance of the International Study Group of Pancreatic Surgery Model for Prediction of Clinically Relevant Pancreatic Fistula for Periampullary Lesions Versus Lesions in the Head of the Pancreas

The risk scores were compared per the clinico-radiological disease site, HOP versus P-amps. All scores performed better for HOP than P-amps (ISGPS classification, AUC = 0.651 vs AUC = 0.605, Table 1, Supplemental Digital Content Fig. 2, http://links.lww.com/SLA/F257). Though the difference in AUC for the ISGPS model for HOP versus P-amps was not statistically significant ($AUC_{HOP} - AUC_{P\text{-}amp} = 0.045$, $P = 0.346$), the sensitivity of the ISGPS model for predicting CRPF in P-amps was

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TABLE 1. AUC for the 5 Scoring Systems for Predicting CRPF

Scoring systems	Overall cohort (n = 1422)			Clinico-radiologic site of disease - head of pancreas (n = 410)			Clinico-radiologic site of disease - ampullary/P-amps (n = 976)		
	AUC	*P*	95% CI	AUC	*P*	95% CI	AUC	*P*	95% CI
ISGPS 2-factor, 4-tier score	0.631	**< 0.001**	0.597–0.665	0.651	**< 0.001**	0.569–0.732	0.605	**< 0.001**	0.566–0.645
3-tier (0,1, or 2 risk factors) score	0.632	**< 0.001**	0.598–0.666	0.642	**0.001**	0.559–0.721	0.616	**0.001**	0.577–0.656
o-FRS	0.654	**< 0.001**	0.621–0.688	0.641	**0.001**	0.558–0.723	0.635	**0.001**	0.597–0.673
a-FRS	0.669	**< 0.001**	0.636–0.702	0.665	**< 0.001**	0.582–0.748	0.656	**< 0.001**	0.618– 0.694
ua-FRS	0.671	**< 0.001**	0.637–0.703	0.692	**< 0.001**	0.619–0.765	0.653	**< 0.001**	0.614–0.691

Bold values indicate *P* values significant at < 0.05.

80.56%, and specificity was 38.67%. For HOP, the sensitivity was 55.56% and specificity 71.91%.

Model Adjustment for Periampullary Lesions

Considering the underperformance of the ISGPS model in P-amps, the model was adjusted for risk prediction specific to P-amps. Using the training data of 717 P-amps, factors associated with CRPF were assessed using univariate analysis (Table 2). Preoperative biliary stenting, soft pancreas, MPD $\leq$ 3 mm, NAT, and body mass index (BMI) emerged significant at 10%. BMI was dichotomized at 23 kg/m^2 using ROC curve analysis (AUC = 0.616, sensitivity = 66.09%, specificity = 51.66%). Multiple logistic regression using the "enter" method was performed using these variables to calculate their odds ratio (OR) and ß coefficient. A weightage of 1.5 points to soft pancreas, 2 points to BMI $\geq$ 23 kg/m^2 and 2 points to MPD $\leq$ 3 mm were respectively assigned, per the ratio of ß coefficients generated, and the model was adjusted. Using this, the predictive potential, as assessed by ROC curves, improved from AUC = 0.618 for ISGPS to AUC = 0.672 for the adjusted ISGPS for P-amps ($AUC_{ISGPS\ adjusted\ for\ P\text{-}amp} - AUC_{ISGPS}$ = 0.0492, *P* = 0.0061, 95% CI: 0.0140–0.0843; Fig. 2A). Every point increase in the score was associated with an increased risk of CRPF by 44.5% (OR: 1.445, 95% CI: 1.296–1.611).

Internal Validation of the Revised Score

This scoring was internally validated using the "testing" data of 183 patients. The predictive potential for this scoring, as assessed by plotting ROC, was AUC = 0.675, *P* < 0.001, 95% CI: 0.601–0.741 (Fig. 2A, B), with an improvement in the calibration (Fig. 3).

DISCUSSION

The study reports the external validation of the ISGPS 2-factor 4-tier classification of HRP for predicting CRPF in a large cohort of consecutive PDs in 1422 Asian patients. The ISGPS model was found to have moderate discrimination (AUC = 0.631, 95% CI: 0.597–0.665, *P* < 0.001) with worse performance for P-amps than HOP. After adjusting the model for P-amps by adding BMI $\geq$ 23 kg/m^2 and assigning simple weighted scores as their respective ß coefficients, the model performance improved to 0.672 for the training set and 0.675 for the testing set (Table 2, Figs. 2A, B, and 3).

The ISPGS has been at the forefront of standardizing the reporting of procedures and complications in pancreatic surgery. The 2-factor, 4-tier classification, reported in 2021, primarily aimed at standardizing how pancreas-related risk was reported.[1] The strength of the classification lies in its simplicity and the ability to predict CRPF using the 2 most important factors without a complex calculation or an online risk calculator. The meta-analysis evaluated the pancreatic texture and MPD as risk factors and reported an increasing risk of CRPF across the ISGPS grades. Suurmeijer et al[20] externally validated the classification and noted that the rate of CRPF was similar in ISGPS types B and C, suggesting a 3-tier, 0, 1, 2 risk factor classification with similar discrimination (AUC = 0.701 vs AUC = 0.679, *P* = 0.770). This is also reflected in the present study, wherein the rate of CRPF increases with the grade, with no significant difference between ISGPS types B and C (26.6% vs 24.7%, *P* = 0.662). On comparing the various models, the ua-FRS and a-FRS performed better than the ISGPS.

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TABLE 2. Univariate and Multiple Logistic Regression Analysis for Factors Predicting CRPF in Patients With P-amps Tumors

	Univariate Analysis			Multivariate Analysis			
Clinical Parameter	**CRPF - No; n (%)**	**CRPF - Yes; n (%)**	***P***	**ß coefficient**	**OR**	**95% CI**	***P***
Preoperative biliary drainage	394 (73.8)	140 (26.2)	**0.045**	0.407	1.502	0.972–2.320	0.067
Soft/brittle pancreas	304 (70.7)	126 (29.3)	**< 0.001**	0.524	1.689	1.136–2.512	**0.010**
PD diameter ≤ 3 mm	155 (64.3)	86 (35.7)	**< 0.001**	0.748	2.113	1.457–3.064	**< 0.001**
BMI ≥ 23 kg/m^2	262 (69.5)	115 (30.5)	**< 0.001**	0.748	2.112	1.464–3.046	**< 0.001**
NAT	21 (91.3)	2 (8.7)	0.086	—	—	—	—

Bold values indicate *P* values significant at < 0.05.

Clinical experience with P-amps versus HOP lesions differs significantly. P-amps may or may not cause MPD dilatation and are often associated with a soft pancreas. In contrast, HOP lesions are more frequently associated with an atrophic, firm-to-hard pancreas. In the present study, the proportion of non-soft pancreas was higher in HOPs than P-amps, even in patients with a nondilated MPD (47.9% vs 21.2%, $P < 0.001$), suggesting that the pancreatic texture was not the sole derivative of an obstructed duct, but a continuum of the disease process in HOP, which induces fibrosis of the gland itself. The risks associated with pancreatic anastomosis in P-amps have been well-known for over 3 decades.[27] In 1996, Hamanaka et al[28] elucidated the concerns in such a scenario: functional pancreatic lobules, lesser fibrosis, and thin, elastic, often nondilated MPD. As early as 1991, Bartoli et al[27] emphasized the 'disease site' for the development of POPF. The o-FRS by Callery et al[9] is also prominent for including the primary disease site in risk prediction. Still, the importance of the disease site was somehow underplayed in subsequent risk stratification models. The pathophysiological and oncological differences between HOP and P-amps have also been recognized in the literature.[29–32] Site-specific predictions have not been constructed previously. This is not a complete surprise as almost all scoring systems have been developed in the western populations, the o-FRS from the American cohort[9] and the a-FRS and ua-FRS from European cohorts.[5,10] There are inherent differences in the patient profile from the western to the eastern world, with a higher percentage of P-amps in the East being noticeable, lower age at presentation, and a lower BMI.[1,5,10,13,15,18,33] These differences have been previously reported in the literature, possibly explaining the suboptimal performance of these predictive models in eastern cohorts.[18,32,34] Considering these differences, the predictive discrimination of these models for P-amps was evaluated and found to be worse than for HOP.

The data from the present study accentuates some important differences, such as the greater contribution of MPD ≤ 3 mm than pancreatic texture in the development of CRPF in P-amps. Though previous literature has noted the importance of pancreatic texture, duct, and BMI in predicting CRPF, the published ISGPS classification found a greater statistical association of the pancreatic texture than the MPD for CRPF (soft pancreas—OR: 4.24, 95% CI: 2.62–5.12; MPD ≤ 3 mm—OR: 3.66, 95% CI: 2.61–5.12).[1] However, in the present study, the contribution of pancreatic texture and MPD size was similar (soft pancreas—OR: 1.928, 95% CI: 1.461–2.546; MPD ≤ 3 mm—OR: 1.827, 95% CI: 1.390–2.401). When only P-amps were considered, MPD diameter had a higher OR than pancreatic texture (OR: 2.113, 95% CI: 1.457–3.064 vs OR: 1.689, 95% CI: 1.136–2.512; Table 2).

Though the primary purpose of the ISGPS model was not to assess an individual patient's risk, its predictive potential has been expressed and validated previously.[1,20] After assessing the model's performance for P-amps, it was

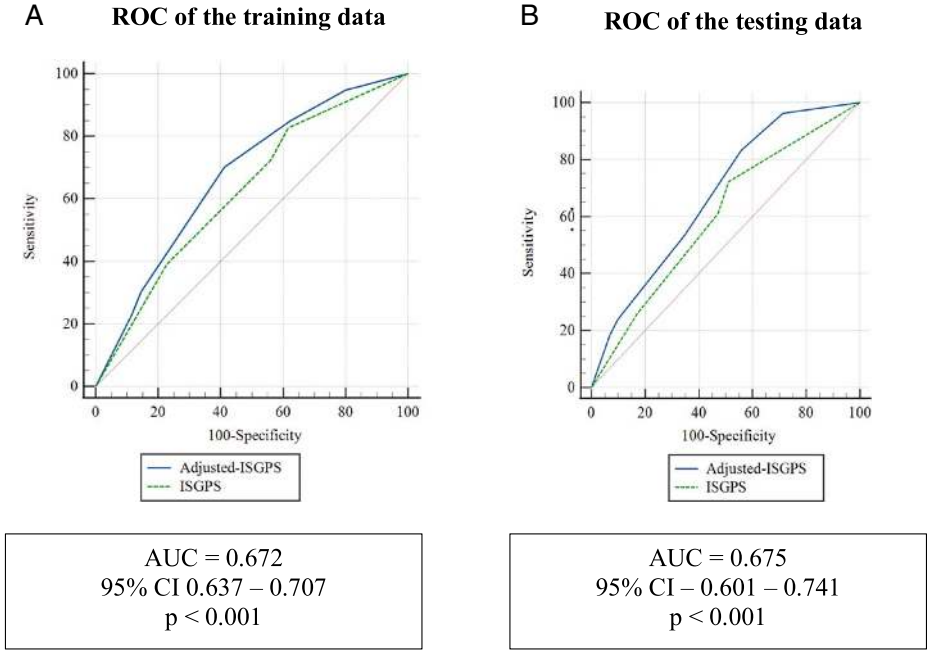


FIGURE. 2. A and B, ROC curves for the P-amp specific risk model (Weighted scores - Soft pancreas = 1.5 points, BMI ≥ 23 kg/m^2 = 2 points, PD diameter ≤ 3 mm = 2 points). ROC indicates receiver operating characteristic

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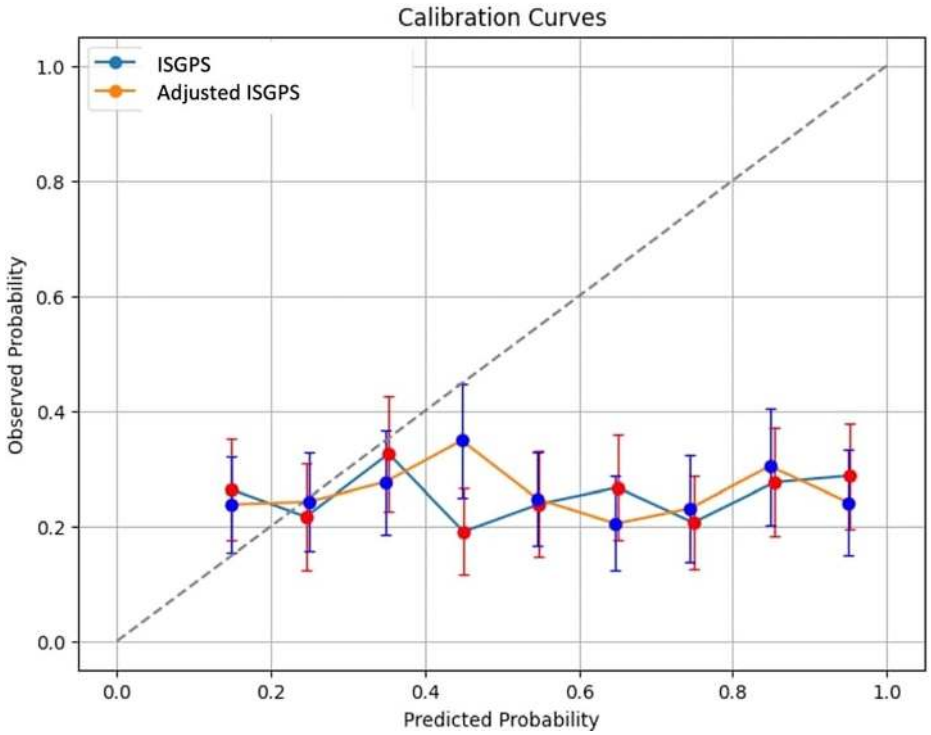


FIGURE 3. Calibration plots for the observed versus predicted CRPF in patients with P-amp tumors, using the ISGPS model versus the adjusted ISGPS for P-amps.

adjusted to improve its predictive power. BMI with a lower threshold ($\geq$ 23 kg/m^2), compared with previously reported western data,[34,35] emerged as an independent predictor. With weighted scores, the adjusted ISGPS model for P-amp performed better, with improved calibration. The current score is reminiscent of the a-FRS, with a seminal difference that a-FRS uses continuous variables. Unlike other available risk predictive tools that require complex online calculations, limiting their clinical utility,[5,10,35] the adjusted ISPGS uses three simple factors, dichotomized to represent maximum predictive power and not requiring complex calculations, increasing its utility in regular clinical care.

A risk score has some inherent disadvantages. An ideal score would have an absolute agreement on a calibration plot, with observed rates matching predicted rates. Though alluring, this is an overtly simplistic and limited proposition, ignoring the more real-time concerns like fluid balance, blood loss, intraoperative assistance, tissue quality, and other unaccountable intangibles at interplay, for "that" patient, "that" day.[35] An important roadblock of risk stratification models is understanding what should be done once a high-risk case is identified. An ideal approach for dealing with a "high-risk" pancreatic anastomosis has yet to be agreed upon and may differ among surgeons and institutes.[36] However, some documented practices include the placement of external pancreatic stents, multiple drains during the surgery, and a lower threshold for imaging in the postoperative period.[37,38] The addition of somatostatin analogues has been suggested, and the rare indication of a "prophylactic" total pancreatectomy remains controversial and is debated.[36,39–42] Irrefutably, the single most important preventive strategy is to have a high index of suspicion, which mandates a good preoperative risk scoring system.

Strengths and Limitations

The study is limited by its retrospective nature. However, the data are prospectively maintained and updated weekly. This is reflected in that only 0.1% (16/1422) of entries were incomplete, with missing data points. Being single-centre data, the results may not be extrapolatable to other centres. The reported incidence of CRPF is higher than in many other studies, possibly because of a higher proportion of P-amps. The institutional protocol maintains a low threshold for percutaneous aspiration and drainage for collections detected on postoperative computed tomographic scans, thereby uncovering previously undetected POPF.[43]

This is possibly the first study to report the differential performance of predictive models for HOP versus P-amps. Given the large sample size and 315 events, the study is adequately powered to validate and adjust the model.[44] Commonly available prognostic variables were used,[1,5,10] well-established guidelines were used for model improvement, and adjustment was pursued by adding as few predictors as possible,[26] requiring only simple calculations to increase utility.

CONCLUSIONS

The ISGPS model had moderate discrimination in predicting CRPF in P-amps. It was adjusted by adding BMI ($\geq$ 23 kg/m^2) as a predictor and assigning weighted scores to each variable. The adjusted ISGPS performed better, with improved calibration in predicting CRPF in P-amps.

The practice of pancreatic surgery is heterogeneous, and most would agree that the practices of drain management, antibiotics, duct stents, and somatostatin analogues are nonuniform, with substantial emphasis on the surgeon's experience and institutional practices. Large-scale multicenter data are required to validate such models, with a directed focus on site-specific prediction in the preoperative setting, with the development of risk-adjusted preventive measures, modified enhanced recovery regimens, and policies for drain removal. This enables risk-adjusted

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comparisons and may assist in proper patient selection for minimal access PDs.

An important direction of future research is the probable testing of these predictive models against the preoperative imaging characteristics of an HRP and the initiation of preventive measures before a surgical insult occurs.

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NOTES transvaginal video-assisted cholecystectomy: first series

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Background and study aims: Extensive research has been conducted to develop natural-orifice transluminal endoscopic surgery (NOTES) as a new approach to less invasive surgery. Our aim is to present the technique and initial prospective results of a transvaginal video-assisted laparoscopic approach to NOTES cholecystectomy in order to perform minimally invasive surgery without visible scars.

Patients and methods: From July 2007 to March 2008, 32 women underwent transvaginal video-assisted laparoscopic cholecystectomy using a transvaginal 10-mm 45° rigid bariatric optic through a 12-mm bariatric trocar and two abdominal trocars (2-mm and 5-mm). Data on the history, surgical time, complications, and recovery were recorded prospectively in each case.

Results: Mean age was 33 years (range 22 – 47 years); mean body mass index was 29 (range 20 – 42). Mean operative time was 38 minutes (range 18 – 50 minutes). Patients were discharged 6 hours after the procedure without the need for pain medication in the following days and returned to normal working activities within 24 hours of the procedure.

Conclusions: Transvaginal video-assisted NOTES cholecystectomy seems to be an efficient and safe approach to minimally invasive surgery, providing patients with a comfortable recovery with virtually no abdominal scars as a bridge to exclusively NOTES procedures.

Introduction

Gallbladder stones are one of the most common surgical diseases affecting the world population, chiefly because its risk factors such as obesity are very common in modern society [1]. The open cholecystectomy technique was first performed late in the nineteenth century [2] and developed in the twentieth century as described by O'Conor in 1922 [3]. Later, advances in surgical technique led to an urge to minimize the surgical approach to less invasive surgery. In 1982 Dubois and Berthelot proposed the minicholecystectomy as an open approach to cholecystectomy by an abdominal incision smaller than 6 cm [4]; they were later followed by others [5,6]. Since the first laparoscopic cholecystectomy was reported by Mühe in 1985 [7] and Mouret et al. in 1987 [8,9], laparoscopy has become the procedure of choice for treating symptomatic biliary lithiasis [10]. In recent years, extensive research has been conducted to overcome laparoscopy by using a flexible scope via a transluminal access to the abdominal cavity to perform surgery without scars [11].

In order to ensure a safe approach to the abdominal cavity, several accesses to performing natural-orifice transluminal endoscopic surgery (NOTES) have been tested in animal models [12]. Transgastric NOTES appendectomies [13] and transvaginal NOTES cholecystectomies have been reported in animals [14] and in humans [15 – 18]. Some authors have proposed using a standard laparoscope transvaginally in order to overcome the problems of operating the flexible scope inside the abdominal cavity to perform cholecystectomies without visible scars as a bridge to developing human NOTES procedures [19]. Our purpose is to present a transvaginal video-assisted laparoscopic approach to NOTES cholecystectomy, to discuss technical aspects and report initial results of this first series.

Patients and methods

From July 2007 to March 2008, 86 patients were selected for gallbladder surgery at our service. Of these, 21 patients (24%) had symptomatic cholelithiasis and 65 (76%) had gallbladder stones diagnosed during follow-up after bariatric surgery and were scheduled to undergo cholecystectomy because they had a bypassed stomach and risked developing lithiasis in the main biliary duct. Transvaginal video-assisted laparoscopic cholecystectomy (TVG-chole) was offered to all female patients within this group (60 patients, 70%) as an alternative to laparoscopic cholecystectomy (LAP-chole) in a controlled protocol. There were no exclusion criteria relating to age, morbid conditions, or previous operations. Thirty-two women (53%) accepted TVG-chole. They were informed of all the risks and benefits related to the transvaginal access and about the experience of the authors with this access in the experimental setting [20]. All of them signed an informed consent form in order to be included in the study, and the procedure was approved by the hospital's ethics committee and institutional review board. The procedures were performed by a single surgeon in an operating room suitable for advanced laparoscopic procedures. As part of the study, all patients underwent a gynecological examination by a specialist prior to procedure.

Patients were operated on in the lithotomy position. The abdomen was prepared antiseptically using a chlorhexidine solution and the vagina with a topical iodine solution. The surgeon stood in between the patient's legs; the first and second assistants were on the left and right side of the patient respectively. In this setting, we used two laparoscopic sets, one for the abdominal and the other for the transvaginal laparoscopic camera.

The procedure started with a Verres puncture through an incision in the umbilicus in order to avoid a visible scar. A 12-mmHg pneumoperitoneum was then induced. A 5-mm trocar was inserted and a 5-mm 30° laparoscopic optic used to inspect the abdominal cavity. In order to avoid the risk of injuring pelvic organs, we started with a thorough examination of the pelvis, looking for adhesions that might prohibit the transvaginal cul-de-sac puncture. In one patient who had had a hysterectomy, we found too many adhesions within the sigmoid colon and the small bowel, obliterating the pouch of Douglas, so we converted to laparoscopic cholecystectomy.

Under intra-abdominal laparoscopic direct guidance, the uterus was retracted anteriorly using an intrauterine manipulator, and a 12-mm bariatric trocar was placed in the posterior vaginal fornix to attain the peritoneal cavity. Later, this trocar was used as the camera port for the procedure, using a 10-mm 45° rigid bariatric laparoscopic optic. In order to develop a safe technique for vaginal puncture, the first ten procedures were supervised by a fellow gynecologist experienced in the treatment of deep endometriosis, respecting a triangular zone known to be avascular and without innervation in between the two uterosacral ligaments. In addition, a 2-mm trocar was inserted at the right abdominal flank to retract the gallbladder (surgeon's left hand). The abdominal optic was retrieved from the umbilical port, which was used as the working port for dissection and clipping (surgeon's right hand) (**Fig. 1**).

Calot's triangle was dissected using a laparoscopic 5-mm Harmonic scalpel (Harmonic ACE 5 mm shears, Ethicon Endo-Surgery, Cincinnati, Ohio, USA). The cystic artery was ligated and sectioned with the Harmonic scalpel and the cystic duct ligated and sectioned in between 5-mm laparoscopic clips (M-L Ligamax 5 mm Endoclips applier, Ethicon Endo-Surgery, Cincinnati, Ohio, USA). In three cases we performed intraoperative cholangiography using a 22-gauge peridural catheter inserted in the umbilical incision and then through the cystic duct under continuous fluoroscopic guidance.

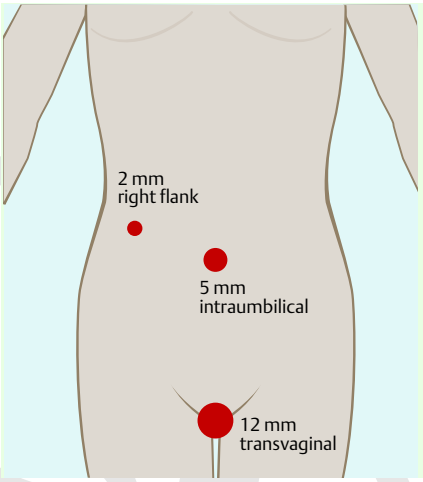


Fig. 1 Position of trocars: 2-mm on the right flank, 5-mm intraumbilical, 12-mm transvaginal.



Fig. 2 Transvaginal retrieval of the gallbladder.

After sectioning of the cystic artery and cystic duct, a cautious retrograde cholecystectomy was performed using the harmonic scalpel. Once the gallbladder was completely removed from the liver it was held still by the left-hand 2-mm grasper. The 5-mm optic was inserted through the umbilical port to guide optic retrieval and the insertion of a 5-mm grasper through the vaginal trocar. Under direct vision, the gallbladder was grasped and removed from the abdominal cavity through the posterior fornix (**Fig. 2**). Hemostasis of the liver and artery and duct clips were reviewed via the 5-mm optic. After that, residual gas from the pneumoperitoneum was removed. Suturing of the vaginal opening was performed transvaginally using absorbable thread (Vicryl 2 – 0).

Postoperative analgesia was obtained with an intravenous nonsteroidal anti-inflammatory drug and dipyrone. At the time of discharge all patients were advised to take a combination of dipyrone, promethazine, and adiphenine (Lisador) if they had pain at home, and to avoid sexual activity for the following 2 weeks. Patients were advised to return to their routine life activities the day after hospital discharge.

Follow-up visits were scheduled for postoperative days 7 and 30 and then every 2 months throughout the first year. Patients were asked how many times they needed to take pain medication and answered a specific questionnaire addressing dyspareunia issues, designed by a fellow gynecologist, on the visit on postoperative day 30.

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Results

Over an 8-month period, 32 women were underwent TVG-chole. Mean age was 33 years (range 22 – 47 years); mean body mass index was 29 (range 20 – 42). Two women (6%) were morbidly obese.

Operating time ranged from 18 to 50 minutes (mean 38 minutes). There were three cases (9%) in which intraoperative cholangiography was performed and showed no signs of common bile duct stones (**Fig. 3**). There was one conversion (3%) to LAP-chole in this series, in a patient who had had a previous hysterectomy and in whom initial laparoscopy revealed adhesions within the pelvic organs, prohibiting the transvaginal puncture.



Fig. 3 Intraoperative cholangiography. No signs of duct stones.

All patients were discharged 6 hours after the procedure without complaints relating to the transvaginal instrumentation. During the visit on postoperative day 7, patients were asked about their need for pain medication, but all of them had had a good recovery without the need for analgesics. We observed no abdominal or vaginal complications. On the subsequent visit on postoperative day 30, patients responded to a questionnaire on dyspareunia, and none of them had suffered from it. In addition, they underwent a gynecological examination by our gynecologist, who found no signs of sequelae from the vaginal puncture.

All patients were able to return to normal daily activities within 24 hours after the procedure and had been symptom-free for a mean follow-up period of 5 months (range 1 – 8 months). There were no deaths.

Discussion

After its first description by Mouret et al. [8,9] in 1987, laparoscopic cholecystectomy has rapidly developed as the procedure of choice for gallbladder surgery and was the first step in the development and acceptance of laparoscopic surgery. With the advantages of the minimally invasive approach to the abdominal cavity of shortened hospital stays and minimum operative trauma, laparoscopy set the trend for modern surgery. During recent years research in surgery appointed endoscopy as an alternative to less invasive surgery avoiding abdominal scars. Since then an extensive literature has been produced to address its development, risks, and benefits [11].

Although an endoscopic transluminal approach to the peritoneal cavity seems a relative simple and rational way to undertake abdominal surgery, much concern has arisen about breaking the barrier of a healthy organ in terms of safe closure and the risk of infection. Another dilemma faced by endoscopic surgeons was the limitations on the instruments used to carry out endoscopic surgery, and the restrictions of movement and the stability of a flexible scope inside the peritoneal cavity [11 – 13].

The transvaginal access to the abdominal cavity has been widely used, mostly by gynecologists, to perform resection of intraperitoneal organs without complications and diagnostic and interventional procedures such as fertiloscopy and transvaginal hydrolaparoscopy. In 2001 Gordts et al. [21] reported the results of a multinational retrospective survey on fertiloscopy and transvaginal hydrolaparoscopy, covering 3667 procedures, to evaluate the prevalence of bowel injury. The overall bowel injury rate was 0.65%, decreasing from 1.25% to 0.25% when operators had experience of more than 50 procedures. Later, in 2005, Gordts et al. [22] reported a personal series of 663 transvaginal laparoscopies with five inadvertent punctures of the posterior wall of the uterus, one bleeding from the vaginal insertion point, and five (0.7%) needle perforations of the rectum without consequences. They also postulated that the transvaginal route is of particular interest for some procedures such as the treatment of ovarian endometriosis and polycystic ovaries. Of note in the TVG-chole procedure was that the initial transumbilical laparoscopy inspected and guided the transvaginal puncture, diagnosing obliteration of the pouch of Douglas that would prohibit safe access to the abdominal cavity and orientating the insertion of the trocar in between the uterosacral ligaments, avoiding bowel lesions. In addition, some surgeons have combined laparoscopic abdominal surgery with transvaginal specimen retrieval [19].

Some groups have advocated a transvaginal approach for a NOTES procedure as a safe access because there is a minimal risk of infection and safe closure. Transvaginal endoscopic and endoscopy-assisted cholecystectomies have been described in experimental animals and human protocols [14 – 18]. Of note, Bessler et al. [14] have developed an animal model to perform a laparoscopically assisted transvaginal endoscopic cholecystectomy. Zornig et al. [19] have recently described the use of both a laparoscopic optic and a grasper inserted through the posterior vaginal fornix to perform cholecystectomy, reporting a short operative time that outweighs the initial difficulties of instrumentation of abdominal viscera and space orientation inside the peritoneal cavity with a flexible scope.

An early original report by Palanivelu et al. [23] proposed a transumbilical approach to hybrid NOTES cholecystectomy using a flexible double-channel scope through a 15-mm transumbilical trocar and a 2-mm left hypochondrium trocar for gallbladder retraction and maintenance of pneumoperitoneum. They reported a feasibility study with 10 well-selected patients and found a mean operating time of 148 minutes and a conversion rate of 40% (4 patients). Conversions were due to uncontrolled hemorrhage, difficulty in identifying the cystic duct, and artery and bile leak. The authors regarded these results as representing an initial learning curve and problems in orientation and triangulation inherent to endoscopic surgery. Natural-scar surgery through the umbilicus avoids the risks relating to safe closure and infection and brings the benefits of surgery without a visible scar to both men and women. These results accord with the reports in the literature and with our experience that to perform a purely NOTES procedure that would be equivalent to the standard laparoscopic surgery would require too much development in the field of flexible endoscopy instrumentation.

Our NOTES experience started in an experimental environment with the transgastric approach to NOTES cholecystectomy, salpingectomy, and oophorectomy in a porcine model which was

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presented as a video oral presentation at SAGES 2007. Later we developed a porcine animal model for a hybrid transvaginal sleeve gastrectomy presented as a poster at SAGES 2008 [20]. We have learned that the development of a totally NOTES procedure was dependent on the creation of specific instruments for stable navigation and instrumentation inside the peritoneal cavity. The transvaginal access grew as a safe and reproducible approach to pure and hybrid NOTES procedures as reported in the recent literature [14 – 19]. Combining our experience as a high-volume bariatric surgery service performing over 1000 bariatric procedures a year, and with a high incidence of cholecystectomy indications in our postoperative population (over 100 per year), we hypothesized that using a 12-mm bariatric trocar to operate a laparoscopic rigid optic through the vagina in order to assist a laparoscopic cholecystectomy using a 5-mm umbilical port and a 2-mm right-flank port could mostly avoid visible scars and allow performance of a safe hybrid NOTES procedure. No problems related to the vaginal incision were observed, nor any with the initial Verres puncture. Previous abdominal surgery such as cesarean sections or bariatric procedures did not restrict this approach; only in one case did a previous hysterectomy prohibit the insertion of the vaginal trocar due to adhesions. Initial concern about the feasibility of TVG-chole in the morbidly obese was not confirmed as two patients in this series (6%) had a BMI over 40 but we had no added difficulty in safely performing the procedure in them.

Regarding postoperative recovery, patients were discharged 6 hours after the procedure without needing pain medication and were able to return to routine life activities within 24 hours after the procedure. There were no complaints of dyspareunia as identified by a standardized questionnaire administered on the follow-up visit on postoperative day 30.

The transvaginal approach to intra-abdominal surgery seems a safe option for NOTES procedures as described in the literature and confirmed in our experience. Since specific endoscopic instruments are under development for advanced endoscopic surgery, NOTES transvaginal video-assisted laparoscopic cholecystectomy using regular laparoscopic instruments can be a safe alternative to perform surgery without visible abdominal scars and with the added benefit of a more comfortable postoperative recovery. Further studies with larger series and randomized studies comparing this technique to standard laparoscopic techniques must be carried out to reproduce and confirm this first experience of this approach to minimally invasive surgery.

Competing interests: Yes. Almino Cardoso Ramos and Manoel Galvão Neto are consultants for and receive meeting travel expenses from Ethicon Endo-Surgery.

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Evaluation of the effects of ozone therapy in the treatment of intra-abdominal infection in rats

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Abstract

INTRODUCTION

The antibacterial effect of ozone (O_3) has been described in the extant literature, but the role of O_3 therapy in the treatment of certain types of infection remains controversial.

OBJECTIVES

To evaluate the effect of intraperitoneal (*i.p.*) O_3 application in a cecal ligation/puncture rat model on interleukins (IL-6, IL-10) and cytokine-induced neutrophil chemoattractant (CINC)-1 serum levels, acute lung injury and survival rates.

METHODS

Four animal groups were used for the study: a) the SHAM group underwent laparotomy; b) the cecal ligation/puncture group underwent cecal ligation/puncture procedures; and c) the CLP+O_2 and CLP+O_3 groups underwent CLP+ corresponding gas mixture infusions (*i.p.*) throughout the observation period. IL-6, CINC-1 and IL-10 concentrations were determined by enzyme-linked immunosorbent assay (ELISA). Acute lung injury was evaluated with the Evans blue dye lung leakage method and by lung histology. $P<0.05$ was considered significant.

RESULTS

CINC-1 was at the lowest level in the SHAM group and was lower for the CLP+O_3 group *vs.* the CLP+O_2 group and the cecal ligation/puncture group. IL-10 was lower for the SHAM group *vs.* the other three groups, which were similar compared to each other. IL-6 was lower for the SHAM group *vs.* all other groups, was lower for the CLP+O_3 or CLP+O_2 group *vs.* the cecal

ligation/puncture group, and was similar for the CLP+O_3 group *vs.* the CLP+O_2 group. The lung histology score was lower for the SHAM group *vs.* the other groups. The Evans blue dye result was lower for the CLP+O_3 group *vs.* the CLP+O_2 group and the cecal ligation/puncture group but similar to that of the SHAM group. The survival rate for the CLP+O_3 group was lower than for the SHAM group and similar to that for the other 2 groups (CLP and CLP+O_2).

CONCLUSION

Ozone therapy modulated the inflammatory response and acute lung injury in the cecal ligation/puncture infection model in rats, although there was no improvement on survival rates.

Keywords: IL-6, IL-10, CINC-1, Sepsis, ALI, CLP

INTRODUCTION

Despite the latest advances in antimicrobial therapy and intensive care, peritonitis and sepsis remain important causes of mortality. Infectious peritonitis can be due to intestinal perforation resulting from various conditions, including trauma, inflammatory diseases, ischemia and perforated neoplasms.[1] Local infection triggers a massive release of interleukin (IL)-1β, tumor necrosis factor (TNF)-α, IL-10, platelet activating factor (PAF), leukotrienes, and thromboxane, all of which participate in the development of sepsis syndrome and septic shock.[2,3]

After initiation of the infection process, regardless of the optimal treatment, the inflammatory cascade is sometimes irreversible and results in patient death. Extensive research has focused on elucidating the mechanisms of the inflammatory cascade and modulation of these responses to prevent and treat Systemic Inflammatory Response Syndrome (SIRS) and Multiple Organ Dysfunction Syndrome (MODS)[4,5].

Ozone (O_3) is a potent oxidizing agent and an important disinfectant. The bactericidal effect of O_3 is based on a direct attack on microorganisms by oxidation of biological materials. In fact, O_3 antibacterial activity can be more effective than iodine and chlorine.[6,7] Data reported in the literature have shown that bacteria, spores, and viruses are inactivated by ozone after only few minutes of exposure[8,9]. O_3 may act through mechanisms other than oxidation, including the activation of erythrocyte metabolism and immune cells.[10,11]

Toxic effects of O_3, caused by excessive doses of inhaled ozone in the airways, as well as toxicity to the endocrine, reproductive, and central nervous systems have been described[7,12]. Nevertheless, little is known about the intraperitoneal (*i.p.*) application of ozone or the repercussions that ozone has on intra-abdominal organs and tissues.

Two studies[13,14] tested a preconditioning O_2 /O_3 pneumoperitoneum in rats submitted to peritonitis. The former study[13] added an antibiotic regimen to the preconditioning pneumoperitoneum, and both found an increased survival rate in rats after the treatments. However, another study[15] that evaluated preconditioning O_2/O_3 pneumoperitoneum demonstrated a pro-inflammatory effect of O_3, with a tendency to reduce survival rates.

In this context, beyond these controversial results, the real effects of ozone therapy as a single therapeutic agent, not as a preconditioning treatment or as an adjuvant to antibiotics, have not been clearly determined. Thus, the objective of this study was to evaluate the effect of *i.p.* O_3 application in a cecum ligation/puncture (CLP) rat model on the markers of the inflammatory response, on acute lung injury (ALI) parameters (pulmonary vascular permeability and histology), and on an animal's survival rate.

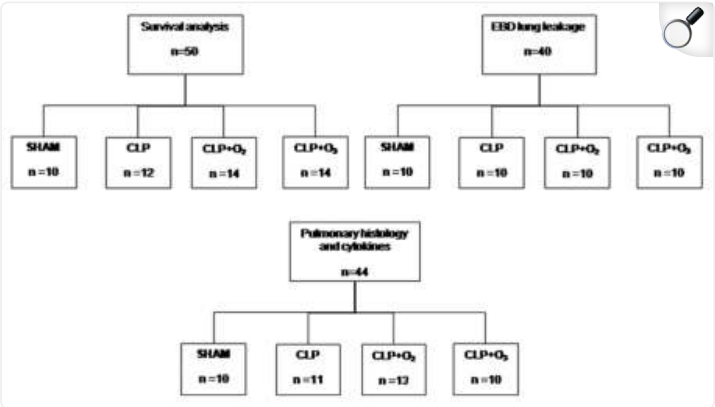
MATERIALS AND METHODS

This study was performed in the Laboratory of Medical Investigation (LIM)-62 of the third Division of Surgical Clinic of the Hospital das Clinicas and the LIM 11 - University of São Paulo Medical School. Wistar male rats (250–350 g) were utilized throughout the experiments. This study was approved by our Institutional Ethics Committee and performed according to the National Institutes of Health (NIH) guidelines on the experimental use of animals.[16] Four groups of rats were employed in this study:

1. SHAM group animals were submitted only to laparotomy (hereafter this group is referred to as “group SHAM”);
2. CLP group animals were submitted to laparotomy + CLP procedures (hereafter this group is referred to as “group CLP”);
3. CLP+O_2 group animals were submitted to laparotomy + CLP + O_2 treatment (hereafter this group is referred to as “group CLP+O_2”);
4. CLP+O_3 group animals were submitted to laparotomy + CLP + O_3/O_2 treatment (hereafter this group is referred to as “group CLP+O_3”).

The lengths of the observation periods varied and are specified in the respective descriptive topics in this Methods section. The study design and distribution of the animals are shown in Figure 1. All of the animals fasted for 8 h before the surgical procedure. Laparotomy and cecal ligation/ puncture were performed under general anesthesia with inhalatory halothane, followed by *i.p.* pentobarbital injection (50 mg/kg).[17–19]

Figure 1.



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Study design. The animals were assigned to 4 groups: 1) SHAM, animals submitted to laparotomy and exposure of the cecum; 2) CLP, animals underwent cecal ligation/puncture and were observed; 3) CLP+O_2, animals submitted to cecal ligation/puncture and were treated *i.p.* with O_2; and 4) CLP+O_3, animals submitted to cecal ligation/puncture and were treated *i.p.* with O_3. For the survival analysis, n=40 (SHAM=10, CLP=12, CLP+O_2=14, CLP+O_3=14). Pulmonary vascular permeability was evaluated by the EBD lung leakage method in 40 animals (all groups with n=10). Cytokine sampling and histological analysis were studied in 44 animals (SHAM=10, CLP=11, CLP+O_2=13, CLP+O_3=10).

During the procedures, the animals were randomized to the 4 groups immediately after cecum exposure was accomplished. The SHAM rats were submitted to a 2-cm laparotomy, followed by exposure of the cecum and closure of the abdominal wall incision

with a 4.0 nylon 2-layer running suture.

Cecum ligation and puncture and treatment with O_2 or O_2/O_3

After a 2-cm laparotomy on groups CLP, CLP+O_2, and CLP+O_3, the cecum was exposed, ligated with a 3.0 silk suture just distal to the ileocecal valve to avoid intestinal obstruction, and punctured once with a 22 g needle in its antimesenteric border. The cecum was then squeezed to expel a small amount of fecal material through the puncture site. The bowel was returned to the abdominal cavity, and the abdominal wall incision was closed, as described for group SHAM. The animals were kept warm (37° C) in the postoperative period. Food and water (with dipyrone 0.5%) were offered *ad libitum* after this procedure.[18,20] For the treatment with O_2 or O_2/O_3, the animals were anesthetized with halothane before the injection procedure. On group CLP+O_2, 100% O_2 (20 ml/kg) was insufflated (*i.p.*) every 12 h through a puncture in the right lower abdomen with a 22 gauge needle, starting 1 hour after the laparotomy closure. Similarly, group CLP+O_3 received a gas mixture (20 ml/kg, *i.p.*) containing 5% ozone (102 μg/mL) and 95% oxygen, generated by a MVM™ ozone generator (Multivácuo®, Campinas, Brazil), every 12 h, starting 1 hour after laparotomy closure. After recovery from anesthesia recovery, the animals were allowed to have food and water (with dipyrone 0.5%) *ad libitum* during the observation period.

Enzyme-immuno assays for cytokines and chemokine

Serum levels of the markers of the inflammatory response as well as the pulmonary histology changes were simultaneously evaluated in 44 animals (SHAM=10, CLP=11, CLP+O_2=13, CLP+O_3=10).

The serum concentrations of cytokines and chemokines (IL-6, IL-10 and CINC-1) were determined by enzyme-immuno assay (ELISA) using commercially available kits, according to the manufacturer's instructions (R & D Systems Inc., Minneapolis, MN, USA). The sensitivity of the assay was 15 pg/mL.[21]

Pulmonary Histology

Twenty-four h after the initial procedure (laparotomy for group SHAM or CLP for the other groups), all of the animals were anesthetized with an injection of sodium pentobarbital (50 mg/kg, *i.p.*). A median sternotomy provided access to the thoracic cavity, and 5 ml of blood was collected from an intracardiac punction (22 gauge needle). This sample was used for cytokines and chemokine analysis. Euthanasia was then performed by cutting the left ventricle with scissors. A piece of the lower lobe of the left lung was fixed in 4% formaldehydum polymerisatum. Paraffin-embedded sections (5 μm) were stained with hematoxylin-eosin and submitted to morphological analysis, including extension (EX) of pulmonary involvement, edema (ED), hemorrhage (H), congestion (C), polymorphonuclear (PO) cell infiltrate and mononuclear (MO) cell infiltrate. A semi-quantitative analysis was performed, due to heterogeneous morphological changes and pulmonary involvement. A score (S) was calculated that combined the extension of pulmonary involvement and intensity of each morphological change, resulting in a final score [S= EX x (ED+H+C+PO+MO)][22]. Two different pathologists conducted a blind histological analysis.

Pulmonary vascular permeability evaluation

Acute lung injury was determined in 40 animals (SHAM=10, CLP=10, CLP+O_2=10, CLP+O_3=10) by evaluating the lung vascular permeability with the Evans blue dye (EBD) lung leakage method. Twenty-four h after the initial procedure (laparotomy for group SHAM or CLP in the other groups), the animals were anesthetized with an injection of sodium pentobarbital (50 mg/kg, *i.p.*), followed by the injection of 20 mg/kg EBD (delivered at a concentration of 25 mg/ml EBD in water, intravenous- *(i.v.)*.

Fifteen minutes after the initial procedure, the laparotomy incision was reopened in all of the animals. Euthanasia was conducted by cutting the inferior vena cava. The thoracic cavity was then opened, and the lungs were perfused for 3 min with 50 ml phosphate-buffered saline (PBS) (pH 7.4) injected through a cannula inserted into the pulmonary artery. After dissection and *en block* removal of the heart and lungs, the left lung lobe was divided into two samples that were weighed to obtain the wet weight (WW) of each specimen. One sample was held in an oven at 100°C for 24 h and then weighed to determine its dry weight (DW). The dry to wet weight ratio (% DW/WW) of the lung tissue was then calculated. The other sample was submersed in formamide (4 ml formamide/g wet tissue) for 24 h to extract the dye from the tissue. The dye absorbance value in the solution was then detected by a microplate reader (wave length, 620 nm), compared with a series of standard EBD dilutions in formamide, and converted to µg of EBD/mL of the solution. Based on this value, the amount of EBD that had been in the wet lung sample (µg EBD/g wet tissue) was then determined. Finally, the %DW/WW was used to convert the wet tissue value into a µg EBD/g dry lung tissue value, which was recorded as the EBD lung leakage value.[23,24]

Survival analysis

For survival rate determination, the animals were observed until the 5^{th} day post procedure. The survival rates were analyzed in 50 animals (SHAM=10, CLP=12, CLP+O_2=14, CLP+O_3=14), and all of the groups were observed for 5 days. The period of time from the initial procedure until death was annotated in h, and a Log-rank test was performed.

Statistical Methods

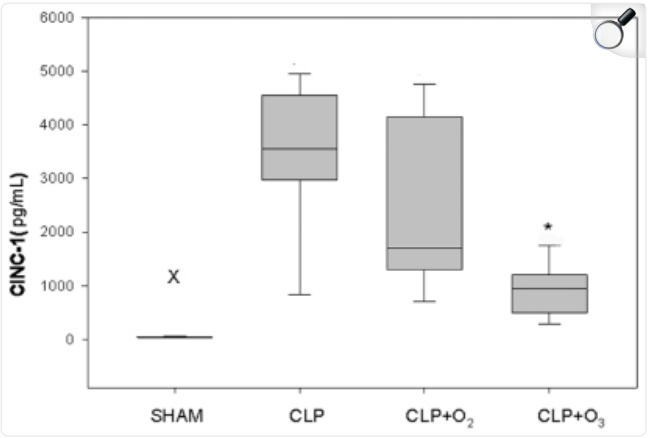
The Kolmogorov-Smirnov test was used to determine normality. The data are presented as the mean ± SEM (when a normal distribution was found), or as the median (Md) plus the 25^{th} and 75^{th} percentiles [Md (P25;P75)] when the normality test failed. The parametric data were analyzed by ANOVA followed by the Bonferroni multiple comparisons test, when appropriate. The Kruskal-Wallis test was used to analyze the non-parametric data followed by the Student-Newman-Keuls test, when necessary. A Log-rank test was used for survival analysis. A p value < 0.05 was considered to be significant. Statistical analyses were conducted with Sigmastat® version 3.5 (Systat Software, Inc., Point Richmond, CA, USA).

RESULTS

Cytokines and chemokine analysis

The levels of CINC-1 and IL-10 were expressed as medians (P25; P75), and the level of IL-6 was expressed as the mean ± SEM. CINC-1 levels (pg/mL) were significantly lower for group CLP+O_3 [951.3 (582.6; 1111.5)] than for group CLP+O_2 [1700 (1300; 3928.1)] and group CLP [3555 (3066.8; 4404)]. Group SHAM had the lowest CINC-1 values [47 (43.2; 53.8)] ($p<0.01$). The Kruskal-Wallis test, followed by the Student-Newman-Keuls test, found no significant difference between groups CLP and CLP+O_2 (Figure 2).

Figure 2.



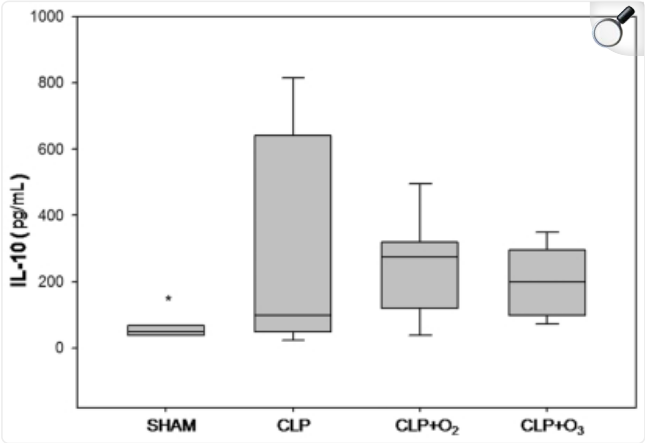
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Kruskal-Wallis test for CINC-1 levels 24 h after the initial procedure. SHAM animals had the lowest levels of all groups. Group CLP+O_3 had CINC-1 levels significantly lower than groups CLP and CLP+O_2.[X] Group SHAM *vs.* other groups ($P<0.01$). * Group CLP+O_3 *vs.* groups CLP and CLP+O_2 ($P<0.05$). Values of CINC-1 are medians (P25;P75) expressed in pg/mL.

IL-6 levels (pg/mL) were significantly lower for group SHAM (30.8 ± 4.8) than for all the other groups ($p<0.001$). Groups CLP+O_3 (321.3 ± 35.2) and CLP+O_2 (386.3 ± 40.9) had lower levels than group CLP (695 ± 65.3) ($p<0.01$). A comparison between groups CLP+O_3 and CLP+O_2 showed no significant difference ($p=0.54$).

IL-10 levels (pg/mL) for the four groups were 50.1 (38.8; 67) for group SHAM, 98.1 (56.1; 598) for group CLP, 273.6 (152; 314.8) for group CLP+O_2, and 199.5 (107; 289) for group CLP+O_3. The Kruskal-Wallis test showed that IL-10 levels were lower for group SHAM ($p=0.02$) than for the other groups. There was no difference between the other 3 groups ($p=0.85$) (Figure 3).

Figure 3.



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Kruskal-Wallis test for IL-10 levels. The SHAM animals had lower levels of IL-10 than all other groups. There were no differences between groups CLP, CLP+O_2, and CLP+O_3 (p=0.855). The values are the median (P25; P75) expressed as pg/ml. * Group SHAM *vs.* other groups (P=0.02).

Pulmonary Histology

For lung histology and cytokines analysis, we used 10 rats for group SHAM and, initially, 13 animals in each CLP procedure group. Two animals of group CLP and 3 animals of the group CLP+O_3 had an inadequate blood sample (hemolyzed plasma), so we eliminated these animals. SHAM rats had the lowest histology score [3(2; 4)] of all groups (p=0.002). The pulmonary histology scores were similar in groups CLP+O_2 [6 (3.7; 10.5)], CLP+O_3 [8 (6; 8)], and CLP [10 (5; 12)]. The Kruskal-Wallis test showed no differences between the three groups (p=0.31).

EBD lung leakage method

The EBD lung leakage values were 62.5 (39; 71.3) for group SHAM, 56.1 (52.7; 109.1) for group CLP, 88.2 (53.6; 151.1) for group CLP+O_2, and 28.4 (18.4; 51.3) for group CLP+O_3. There was a significant difference when we compared group CLP+O_3 with groups CLP+O_2 and CLP (p=0.02). A comparison of groups CLP+O_3 and SHAM showed no significant difference.

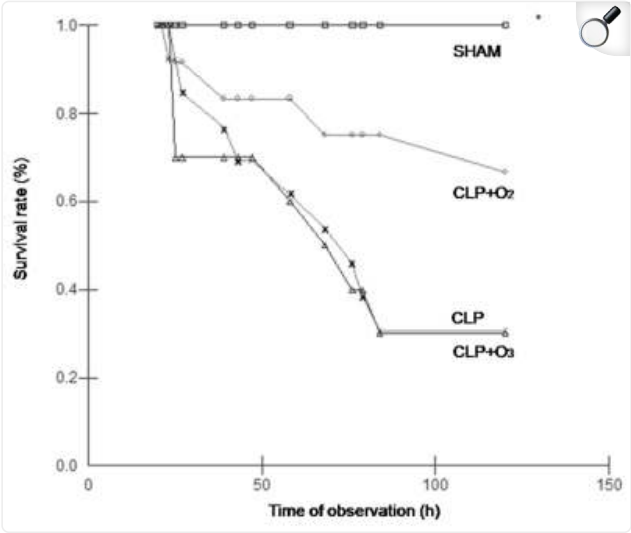
Survival Analysis

For the survival analysis, we used 10 animals for group SHAM because of the low morbidity of the procedure. The groups with the CLP procedures initially had 14 animals, but 2 animals of group CLP died right after anesthesia and then were eliminated from the analysis.

Only one animal of group SHAM died during the observation period (110 ± 10 h). All of the other groups had a decreased survival time compared to group SHAM (p=0.002). The observed death rates were: 1/10 (10%) for group SHAM, 9/12 (75%) for group

CLP, 6/14 (42.8%) for group CLP+ O_2, and 10/14 (71.4%) for group CLP+O_3. Animals of group CLP+O_2 had a survival time that was not significantly different from that of group CLP+O_3 (71 h ± 12.9 vs. 52.1 ± 8 h, p=0.4). Animals of group CLP had a mean survival time of 57.4 ± 10.3 h. The Log-rank test performed between groups CLP, CLP+O_2, and CLP+O_3 showed that there was no statistical difference (p=0.4). These results are illustrated in Figure 4.

Figure 4.



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Log – rank test. The observation period was not completed on only one animal from group SHAM. All of the other groups had a decreased survival time compared to group SHAM (p=0.002). There were no differences in survival among groups CLP, CLP+O_2, and CLP+O_3 (p>0.05). □ = SHAM; ▵ =CLP; ○ = CLP+O_2; × = CLP+O_3.

DISCUSSION

The utilization of O_3 as a potent antimicrobial agent has been the object of many studies.25–30 The use of ozone in humans and animals is still considered controversial because of its side effects that are specifically related to free radical formation and irritation of the respiratory system.12, 31 For these reasons, ozone therapy has had limited acceptance in clinical practice, and most of the studies on O_3 therapy have been experimental. Despite this fact, ozonized oxygen exhibits various effects on the immune system, such as the modulation of phagocytic activity on the peritoneal32 and alveolar33 macrophages that generate the first line of defense against bacteria and/or its toxins.

Bette *et al.* (2006)13 tested a preconditioning O_2/O_3 pneumoperitoneum, followed by a tazobactam/piperacilin regimen in Wistar rats submitted to peritonitis, and found an increase in survival rates and a decrease in pro-inflammatory cytokines (TNF-α and IL-1β). Promisingly, Schulz *et al.* (2003)14 found that after a repetitive pre-treatment using ozonized oxygen (*i.p.*), mortality in animals submitted to lethal polymicrobial peritonitis was reduced. Rodriguez *et al.* (2009)1 verified that there was an increase of superoxide dismutase (SOD) and glutathione peroxidase (GPx) in rats submitted to ozone oxidative preconditioning (OOP) prior to a fecal peritonitis induction, suggesting that there was a protective effect of OOP. However, in a model of peritoneal sepsis in rats submitted to a 5-day preconditioning period with O_3 (*i.p*), Torossian *et al.* (2004)15 found that survival was reduced from 50% to

35% ($p=0.1$). In addition, ozone therapy increased TNF-α and macrophageal inflammatory protein (MIP)-2. From this, the authors concluded that O_3 therapy (*i.p.*) was proinflammatory [15].

The previous studies with O_3 preconditioning[1,14,15] or preconditioning plus antibiotics[13] may not have correctly estimated the true impact of ozone therapy in the treatment of septic rats. Therefore, we conducted this study to evaluate the isolated effect of intraperitoneal ozone as a single therapeutic agent in intra-abdominal infections.

In this study, the variables were chosen based on the previous reports in the literature[1,7, 13,14,15,20] and for their applicability for the evaluation of SIRS.[1,21,24]

The CLP procedure groups were substantially affected for CINC-1 elevation compared to group SHAM. Group CLP+O_3 had a significant decrease in CINC-1 levels when compared to all of the CLP-procedure groups. CINC-1 plays an important role in the inflammatory response as an attractant and activator of neutrophils and macrophages.[34,35] However, a previous *in vitro* study[36] demonstrated that adhesion and chemotaxis of neutrophils were independent of exposure to ozone when peripheral blood was used. CINC-1 levels rapidly increase after induction of inflammation in rats, especially 8 hrs after the injury[35], and the levels reach concentrations significantly different from those of controls at 4, 8, and 24 hrs after LPS infusion in blood samples.[37] The possible mechanism by which CINC-1 expression was modulated in this study remains to be determined. We hypothesize that inactivation of bacteria, as a result of topical (*i.p.*) application of ozone, could attenuate the migration of macrophages, decreasing CINC-1 expression at 24 h. A histological analysis of the peritoneum after euthanasia by counting the macrophages could provide additional evidence for this hypothesisIL-6 is secreted from T-cells and macrophages and stimulates the immune response to trauma, leading to inflammation. In mice, IL-6 has been shown to be required for resistance against certain species of bacteria, acting as a weak pyrogen.[38] The CLP procedures increased IL-6 values compared to group SHAM, but groups CLP+O_3 and CLP+O_2 had lower levels of IL-6 than group CLP, and no difference was observed when group CLP+O_3 was compared to group CLP+O_2. Inactivation of bacteria by ozone could explain this decrease in IL-6 levels for group CLP+O_3, but there is no clear mechanism to explain the similar expression of IL-6 for group CLP+O_2 compared to CLP+O_3.

Intraperitoneal administration of O_2 and O_3 did not have a significant impact on IL-10 levels after 24 h of observation. An IL-10 peak can be observed as much as 24 h after systemic injury.[39] Anti-inflammatory IL-10 production is known to be part of a protective mechanism that suppresses the induction of proinflammatory cytokines such as TNF-α and IL-1 and is itself induced by monocytes and macrophages during sepsis.[40, 41] Sewnath *et al*. (2001)[42] found a role of endogenous IL-10 in local antibacterial host defense and in the development of SIRS during abdominal sepsis, indicating that endogenous IL-10 increases bacterial clearance.

Previously, it has been shown that an increased histology score is associated with the presence of ALI.[43] In the CLP groups, the increased histology scores indicate that the CLP procedures provoked pulmonary tissue injury. However, there was no beneficial effect of O_3 therapy on the lung histology score. Hyaline membranes were not found in any of the animals, and this compromised the characterization of ALI by histological methods in this study. This might be attributed to the short time interval (24 h) between the CLP procedures and euthanasia of the animals. Hyaline membranes can be identified by optical microscopy 24 to 48 h after initial injury.[43] The presence of edema in the samples that were evaluated 24 h post-injury was uniformly discreet, and thus we decided to eliminate it in calculating the histology score. The ALI analysis might have been more accurate if pulmonary histology had been performed 48 h later.

The EBD lung leakage method was chosen because it is an early marker of lung vascular injury.[23,24] Differences in pulmonary vascular permeability can be observed as soon as 2 h after procedures such as gut ischemia/reperfusion and lipopolysaccharide (LPS) infusion.[23,24] Moreover, accumulation of macrophages at sites of tissue injury can be observed after acute inhalation of ozone.[44,45] These cells, along with resident alveolar epithelial cells, become activated and release cytotoxic and proinflammatory

mediators, such as nitric oxide (NO), which increase of pulmonary vascular permeability and to the development of ALI.[44,45] However, in the present study (with *i.p.* administration of O_3), there was a less pronounced capillary permeability (quantified by means of EBD lung leakage) for group CLP+O_3, and this might suggest that O_3 therapy had an anti-inflammatory effect. The administration route (*i.p.*) might have better controlled the intraperitoneal infection[7] without the undesirable side effects of ozone inhalation. The modulation of the inflammatory cascade might explain the lower EBD lung leakage values for group CLP+O_3 *vs.* groups CLP+O_2 and CLP. There was no difference between groups CLP+O_3 and SHAM. This might be due to the small influence that laparotomy and cecal exposure have on pulmonary vascular permeability for group SHAM.

We evaluated the survival rate 5 days after procedure, quantified the survival time in h for each animal, and performed a Log-rank test. We used a concentration of 102 µg/ml O_3 with a lower volume of the O_2/O_3 gas mixture (20 ml/kg). We used a different concentration from that used by Schulz *et al.*[14] (80 mL/kg) to avoid any potential side effects of massive pneumoperitoneum, but the final concentration of infused ozone was similar. The CLP groups had increased mortality compared to group SHAM ($p=0.002$), but no difference was observed when each group was compared to the other ($p=0.12$). We observed that group CLP had a similar lethality rate (84%) compared to the classic study by Wichterman *et al*. (1980)[20] on survival rates after CLP. Thus, in the present study, ozone treatment did not influence survival rates.

In conclusion, the results of our study suggest that intraperitoneal ozone therapy has a possible benefit in attenuating the inflammatory response and acute lung injury resulting from intra-abdominal infection in rats, although there was no improvement in survival rates.

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Title in Portuguese	**Avaliação dos efeitos da ozonioterapia no tratamento da infecção intra-abdominal em ratos**
Keywords in Portuguese	*CINC-1* *IL-10* *IL-6* *Lesão pulmonar aguda* *Ligadura e punção de ceco* *Sepse*

Abstract in Portuguese

INTRODUÇÃO: O ozônio (O3) é encontrado na natureza e também pode ser produzido no corpo humano através da ativação de anticorpos. Seus efeitos anti-bactericidas são descritos na literatura, mas esses dados são controversos quanto a um potencial efeito benéfico da ozonioterapia no tratamento de certos tipos de infecção. OBJETIVO: Avaliar os efeitos da aplicação intraperitoneal (i.p.) de uma mistura gasosa de ozônio em um modelo de ligadura e punção de ceco (LPC) em ratos, através da dosagem de interleucinas (IL)-6, IL-10 e da quimiocina CINC-1 (cytokine-induced neutrophil chemoattractant), da lesão pulmonar aguda (LPA) e da análise das taxas de sobrevida. MÉTODO: Quatro grupos de ratos Wistar foram utilizados para análise de cada objetivo (CTR, LPC, LPC+O2 e LPC+O3). Os animais do grupo CTR foram submetidos somente a laparotomia. O grupo LPC foi submetido aos procedimentos de LPC. Os outros grupos foram submetidos à LPC e receberam injeção (i.p.) da mistura gasosa correspondente, administrada a cada 12 horas durante o período de observação. Os níveis séricos de IL-6, CINC-1 e IL-10 foram determinados por imuno- ensaio (enzyme linked immunosorbent assay- ELISA). A LPA foi avaliada através da histologia pulmonar e quantificada através do método do extravasamento pulmonar do Azul de Evans. Os animais da análise de sobrevivência foram observados por cinco dias. Os valores obtidos foramexpressos como médias ± erro-padrão da média (EP) ou medianas mais percentis 25 e 75(P25; P75), de acordo com a distribuição dos dados. Considerou-se significante p<0,05. RESULTADOS: Os ratos do grupo CTR exibiram os menores níveis de CINC-1 (p<0,01). O grupo LPC+O3 teve níveis menores de CINC-1 comparado a LPC+O2 e LPC (p<0,05). Os níveis de IL-10 do grupo CTR foram menores do que nos outros 3 grupos(p=0,02) . Não houve diferenças entre os outros 3 grupos (p=0,85). IL-6 foi significativamente menor para o grupo CTR (30,8± 4,8) quando comparado a todos os outros grupos (p<0,001). LPC+O3 e LPC+O2 exibiram níveis menores quando comparados ao grupo LPC (p<0,01). Não houve diferença entre os grupos LPC+O3 e LPC+O2 (p=0,54). O escore de histologia pulmonar foi menor para CTR (p=0,02). Os outros grupos não apresentaram diferenças significantes intergrupos (p=0,3). Os valores dos coeficientes de extravasamento pulmonar do Azul de Evans

foram menores para LPC+O3 quando comparado aos grupos LPC+O2 e LPC (p=0,02), porém não houve diferença na comparação com CTR O grupo CTR teve o maior tempo de sobrevida (110±10h) comparado com os outros grupos, ou seja, LPC (57,3± 10,4h), LPC+O2 (71 ± 12,9h) e LPC+O3 (52,1 ± 8), os quais não apresentaram diferenças entre si quanto à sobrevida (p=0,4). CONCLUSÃO: No presente estudo experimental em ratos, a ozonioterapia teve um benefício potencial na modulação da resposta inflamatória e na LPA, mas não influenciou as taxas de sobrevida dos animais.

Title in English **Evaluation of the effects of ozone therapy in the treatment of intra-abdominal infection in rats**

Keywords in English

Acute lung injury
Cecal ligation and puncture
CINC-1
IL-10
IL-6
Sepsis

Abstract in English

INTRODUCTION: Ozone (O3) is found in nature and also can be produced in the human body through activation of antibodies. Its antibacterial effect has been described in the literature, but these data are controversial regardi ng a benefic role of O3 therapy in the treatment of certain types of infection. OBJECTIVE: To evaluate the effects of intraperitoneal (i.p.) application of an O3 gas mixture in a rat model of cecal ligation and puncture (CLP), by analyzing interleukin (IL)-6, IL-10 and cytokine-induced neutrophil chemoattractant (CINC)-1 levels, acute lung injury (ALI) and survival rates. METHOD: Four animal groups were used (SHAM, CLP, CLP+O2 and CLP+O3). SHAM animals were submitted solely to laparotomy. CLP group was submitted to cecal ligation and puncture. The other groups were submitted to CLP and received injections (i.p.) of the corresponding gas mixture every 12 hours during the observation period. The serum concentrations of IL-6, CINC-1 and IL-10 were determined by the enzyme-linked immunosorbent assay (ELISA). ALI was evaluated with pulmonary histology and quantitated by means of the Evans blue dye (EBD) lung leakage method. For survival analysis, animals were observed for 5 days. Values were expressed as means ± SEM or medians (P25; P75), according to the data distribution. A p<0,05 was considered significant.RESULTS: SHAM rats had the lowest levels of CINC-1 compared to all other groups (p<0,01). CLP+O3 group had lower levels of CINC-1 compared to CLP+O2 and CLP (p<0,05). SHAM IL-10 levels were the lowest compared to the 3 other groups (p=0,02). There were no differences between the other 3 groups (p=0,85). IL-6 was significantly lower for SHAM compared to all groups (p<0,001). CLP+O3 and CLP+O2 had lower levels when compared to CLP (p<0,01). Comparison between groups CLP+O3 and CLP+O2 showed no significant difference (p=0,54). Pulmonary histology score was lower for SHAM (p=0,02). The other groups presented no statistical difference when compared to each other (p=0,3). EBD lung leakage values were lower to CLP+O3 compared to CLP+O2 and CLP (p=0,02). SHAM group had the longest survival time (110±10h) compared to all other groups (p=0,002). CLP (57,3± 10,4h), CLP+O2 (71 ± 12,9h) and CLP+O3 (52,1 ± 8h), which did not show difference on survival compared to each other (p=0,4). CONCLUSION: In this rat model of sepsis, ozone therapy had a potential benefit in the modulation of inflammatory response and ALI, but no improvement on survival rates was observed.

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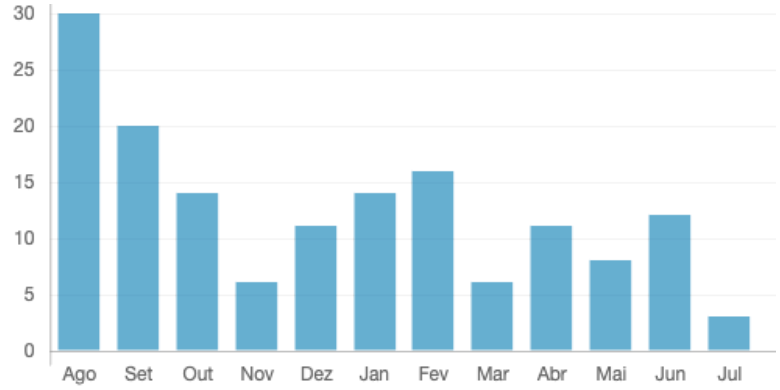
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Summary

Introduction: Hepatic ischemia-reperfusion can be a control device to minimize bleeding during surgery, but this maneuver can cause injuries due to microcirculatory disturbances. **Objective:** To study the effects of Aroeira extract on the liver after hepatic ischemia and reperfusion, using histopathological and enzymatic parameters. **Methods:** Experimental study involving eight male Wistar rats divided into two groups. The AR group received a single daily dose of Aroeira extract, while the CTR group received the same volume of distilled water. After ten days, the animals underwent 30 minutes of hepatic ischemia, followed by reperfusion. After 8 hours, total hepatectomy was performed for histological analysis and cardiac puncture for blood collection. **Results:** The study showed that 75% of the rats in the AR Group had histopathological alterations in the liver, especially hepatocellular swelling and changes in the integrity of the sinusoidal capillaries. However, hepatic steatosis, cellular necrosis, and lobular inflammation were also common. In the CTR Group, 100% of the rats presented at least two histopathological alterations. The most common were hepatocellular swelling, hepatic steatosis, and changes in the integrity of the sinusoidal capillaries. Regarding CRP, 100% of the animals had an increase compared to the reference value for rats. Regarding the liver enzymes, ALT and AST, one rat (25%) in the AR Group had an increase compared to the reference value, with a p = 0.31 for both. **Conclusion:** Aroeira extract had no statistically significant microscopic or enzymatic repercussions on the liver after hepatic ischemia-reperfusion injury.

Keywords: Reperfusion. Ischemia. Hepatectomy.

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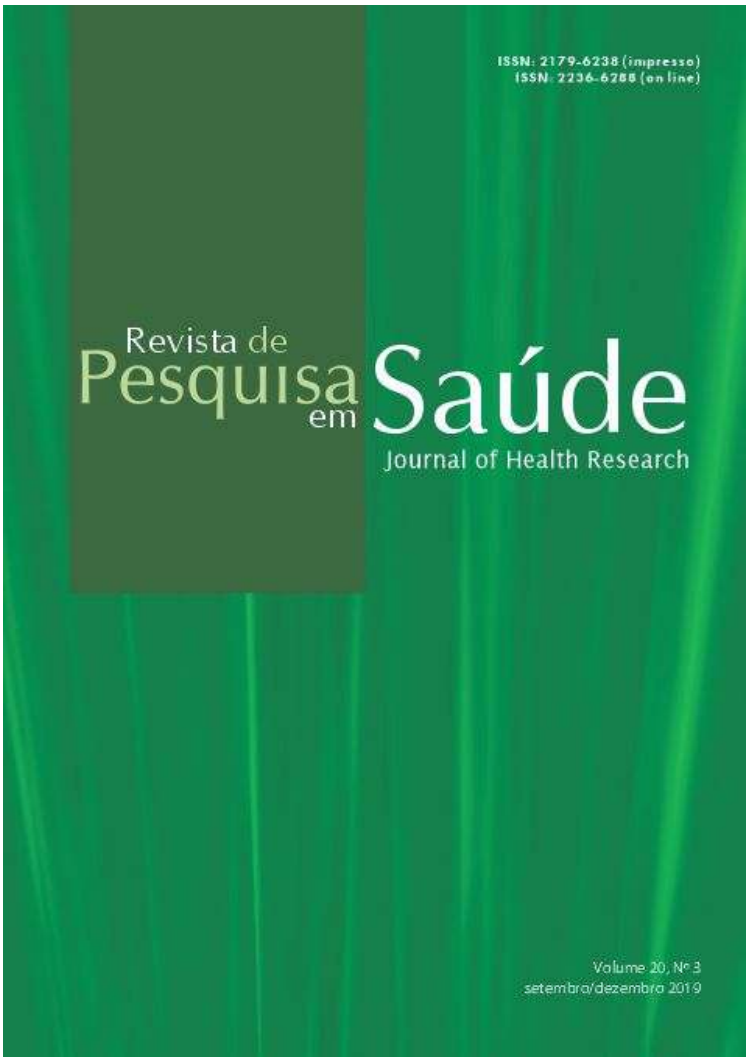
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410

CRANBERRY: NUTRITIONAL PROPHYLAXIS FOR URINARY TRACT INFECTION: INTEGRATIVE REVIEW
382

White spots in tooth enamel: tooth decay, hypoplasia, or fluorosis? A critical approach
381

PHYSIOTHERAPIST'S ROLE IN THE BETTER AT HOME PROGRAM
341

VACUUM ENDOSCOPIC THERAPY IN POSTOPERATIVE GASTRIC SUTURE DEHISCENCE: CASE REPORT
328

Causes of Interruption of Enteral Nutrition in Intensive Care Units
312

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Authors:

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Enteric Tuberculosis with Colocutaneous Fistula SPONTANEOUS : RELACASE TO

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BARRETO JBP; CARNEIRO NETO JD; LIMAFILHO PWL; SOUZA YLMS. TEnteric uberculosis with spontaneous colocutaneous fistula - Case Report. **Rev Bras Coloproct** , 2003;23(2):108-111

ABSTRACT: Atuberculosis (TB), an entity caused by bacteria belonging to the complex consisting of *Mycobacterium tuberculosis*, has a universal distribution in the body and can affect any organ. In Brazil, enteric tuberculosis, in absence of active or healed pulmonary tuberculosis, is rare, and is often confused with neoplasia and Crohn's disease. Spontaneous enterocutaneous fistula is a rare event in these patients. The authorses present a case of a 29-year-old patient,

male, with dysenteric syndrome and enterocutaneous fistula who underwent a sigmoidectomy, whose diagnosis of tuberculosis enteric was only confirmed after therapeutic testing. Thecolonoscopy and endoscopic biopsy pointed to inflammatory bowel disease (Crohn). Ahistopathology observed a chronic granulomatous inflammatory process, suggestive of Tenteric tuberculosis with tra fistulous and specific lymphadenitis, although the BAAR test was negative. Initially, the patient showed good progress , but, fifteen days after hospital discharge, presented abdominal pain, edema and secretion of purulent material from the surgica in addition to constipation. He was clinically treated with a triple regimen of isoniazid, pyrazinamide, and rifampicin for two mont and subsequently, rifampicin and isoniazid were maintained for another four months, achieving remission of symptoms. The diagn Tenteric tuberculosis is quite difficult, and the specific diagnosis must be ensured by finding the bacillus in the direct examinatior in culture. If there is an association with lung injury, the diagnosis is evident; in its absence, with bacteriological or negative histopathological results, the probable diagnosis can be supported by specific therapeutic testing.

Keywords:enteric tuberculosis, extrapulmonary tuberculosis, enterocutaneous fistula, abdominal tuberculosis

INTRODUCTION

Tuberculosis is an infectious disease transmissible caused by *Mycobacterium tuberculosis culosis*. Only about 1% of patients with tuberculosis pulmonary culosis has intestinal involvement. Practically mind in all cases, the infection is due to Mycobacterium tuberculosis, even in countries where [1] bovine tuberculosis is prevalent . With the advent of AIDS, there was a significant increase in its incidence in this group of patients [2]. In Brazil, it is exceptional the finding of the bovine variety as etiological agent of intestinal lesions. Several mecha pathogenic organisms are involved: swallowing of sputum with direct seeding, hematopoietic dissemi togenic or, rarely, about 10%, ingestion of milk infected with the bovine strain.

The ileocecal region constitutes the site of co [3] enteric injection in about 85% of patients , presumably due to the abundance of lymphoid tissue in that area.

The fact that intestinal tuberculosis simu neoplasia and Crohn's disease greatly complicates th establishing the diagnosis, almost always done by exclusion, and consequently, making therapy difficult ethics to be instituted. Thespontaneous enterocutane nea is a rare event, increasing significantly the similarity to Crohn's disease.

W*ork rcarried out in the coloproctology service of the Hospital Presidente Dutra University (HUUPD) of the Federal University of Maranhão.*

Citations (1) References (11)

Intestinal tuberculosis cause of intestinal obstruction: Case report and literature review

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Area: Health Sciences
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ABOUT THE JOURNAL

Brief Background

The Journal of Coloproctology (JCOL) is the scientific publication of the Brazilian Society of Coloproctology. The journal aims to publish articles that can contribute to the improvement and development of the practice, research, and teaching of coloproctology and related specialties.

Open Science Compliance

The journal adheres to the Diamond Open Access model.

To promote open science, JCOL adopts the open access model. In addition, it receives articles that have already been published on preprint platforms for evaluation and possible publication. All data used in research published in JCOL are duly referenced.

JCOL follows the SciELO Open Science Compliance Form.

Ethics in Publication

JCOL is committed to following exemplary ethical conduct in the publication of journals. We do not tolerate plagiarism cases. Authors submitting articles to the journal must ensure the originality of the material, in addition to confirming that the work has not been published in other journals. The journal always seeks to keep up with updates to Open Science principles and allows preprint articles to be submitted for publication, if the information that the article has already been published as a preprint is clear during the article submission process and that the text maintains its character of originality. Articles involving research with human beings must include information on ethics and an attached approval from the Ethics Committee during submission.

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Editor's Responsibilities:

- Review submitted articles and decide whether to accept or reject each one;

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- Select reviewers and authors based on the relevance of the articles and their reputation in the scientific and academic community;
- Oversee the peer review process;
- Preserve the confidentiality of the information contained in the manuscripts received;
- Ensure that commercial interests do not compromise the ethical and intellectual standards of the journal; be willing to address ethical complaints related to submitted or published works; and be prepared to publish corrections, retractions, and apologies, when necessary;
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- Give due credit to the authors of the referenced works and articles;
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- *Title of the journal:* Journal of Coloproctology (Rio de Janeiro)
- *Abbreviated title:* J. Coloproctol.
- *Publication by:* Sociedade Brasileira de Coloproctologia
- *Editorial production:* Thieme Brasil
- *Frequency:* quarterly (March, June, September, and December)
- *Publication modality:* Regular
- *Year of creation of the journal:* 1981

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The journal is open to the analysis and possible publication of articles that have already been shared on preprint platforms, such as SciELO Preprints. This practice ensures the rapid dissemination of articles during the journal's evaluation process, allowing the immediate dissemination of the research results. This procedure also allows authors to obtain valuable feedback to refine their work before official

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The Editor-in-Chief forwards the manuscripts to the reviewers, who are responsible for evaluating the relevance and quality of the work. The identity of those involved is kept confidential unless the reviewers choose to disclose it, in accordance with the principles of open science.

Once the review is complete, the reviewers decide whether to approve or reject the article, providing justifications for their decision. Once the review is complete, the Editor-in-Chief makes the final decision on whether to publish the articles.

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In this segment, we address the importance of sharing data, methods, codes, and other resources used in research, which are essential for supporting articles. The magazine recommends that this data be allocated to specialized repositories, such as Zenodo and SciELO Data. It is crucial to make exact citations of all studies mentioned in each research, including scientific articles, and to link them to their corresponding DOIs.

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- Guidelines for research data Citation (Portuguese Only)
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- What is the journal's stance regarding the retraction policy that the journal will adopt in cases of misconduct. Good Practices Guide
- Guide to the registration and publication of an erratum (Portuguese Only)
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The article (without author or institutional information) must be submitted with a title page (containing the authors' names and affiliations separately) and with a Conflict of Interest form signed by each author.

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Adenocarcinoma perfurado de cólon sigmóide com abscessos retroperitoniais múltiplos

Perfurated sigmoid adenocarcinoma with multiple retroperitoneal abscesses

João Batista Pinheiro Barreto[1], Yglésio Luciano Moyses Silva de Souza[2], Anselmo Luís Ribeiro Mota[2], Márcio Mendes Pereira[2]

RESUMO: A perfuração colônica tende a aumentar a morbidade e a mortalidade operatórias e diminuir a sobrevida a longo prazo. Foram relatadas taxas de mortalidade cirúrgica de mais de 30%.. Relata-se um caso de uma paciente com câncer de cólon sigmóide, que no intercurso da doença apresentou várias complicações, destacando-se a gênese de múltiplos abscessos retroperitoniais . Durante a laparotomia, foi visualizada uma tumoração perfurada e infectada de cólon sigmóide, com formação de múltiplos abscessos retroperitoniais, abrangendo as lojas renais direita e esquerda e a loja pré-sacra. Realizou-se a colectomia associada à linfadenectomia regional e drenagem dos abscessos retroperitoniais pré –sacro, retro- renal esquerdo e direito. O laudo anatomopatológico classificou a lesão como adenocarcinoma ulcerado bem diferenciado de intestino grosso e os linfonodos livres de neoplasia. A paciente teve evolução satisfatória, recebendo alta 16° dia pós-operatório.
Descritores: Câncer ; Colo-retal; abscesso.

ABSTRACT: *The colonic perforation may increase the operatorious morbity and the mortality decreasing the long term survival. Surgical mortality levels were related over 30%. We´ve reported the case of a patient, female, with cancer of the sigmoid colon that presented many complications during her hospitalar course, with focus on the genesis of multiple retroperitoneal abscesses. At the time of the surgery, we´ve seen a perforated infected tumor of the colon sigmoid, with the formation of multiple retroperitoneal abscesses, involving both retrorenal spaces and the pre-sacral. The patient was submitted to left hemicolectomy associated to local lymphadenectomy and drainage of the abscesses. The pathologist classified the tumor as a well- differentiated ulcerated adenoccarcinoma of large bowel, with the lymphs free of neoplasy. The patient had good surgical evolution, returning home on the sixteenth internation day.*
Key words: *Colo- rectal ; Cancer; abscess.*

INTRODUÇÃO

O carcinoma do intestino grosso é a segunda causa mais comum de morte por doença maligna na Inglaterra, perdendo apenas para o câncer de pulmão[1]. A compreensão da biologia do câncer colorretal e a melhoria nas técnicas cirúrgicas levaram a avanços significativos no controle das lesões e na redução da morbidade associada ao câncer colorretal. Embora novos conhecimentos sobre a biologia molecular do câncer colorretal tenham sido anunciados nos últimos anos, a ressecção em bloco das lesões malignas persiste como principal tratamento desse tipo de patologia [2].

A obstrução intestinal completa acontece em 8 a 23% dos pacientes e , em geral, tem como principal manifestação a dor abdominal. Esses pacientes experimentarão maiores taxas de morbidade e complicações pós- operatórias do que os pacientes com tumores não- obstrutivos. A perfuração colônica é outro fator que responde pelo aumento na morbidade e mortalidade dos pacientes, gerando infecções graves ou semeadura do peritônio por células neoplásicas. Na vigência de perfuração colônica associada a complicações infecciosas, torna-se imperiosa uma abordagem agressiva, no sentido de ressecar a lesão perfurada e debelar os focos de infecção que se tenham desenvolvido[2].

RELATO DO CASO

M. P. S. V, 48 anos, feminino, branca, residente em São Luís há 32 anos. Iniciou um quadro de dor em abdome inferior há 18 dias. A dor irradiava-se para a região umbilical e vinha acompanhada de picos febris. Evoluiu com vômitos pós-prandiais e exacerbação da dor, que a levou a procurar auxílio no Hospital Socorrão 3, onde após investigação clínica, foi submetida a uma laparotomia exploradora, tendo sido visualizada uma tumoração ao nível do cólon sigmóide. Foi realizada uma transversostomia para desvio de trânsito, sendo encaminhada posteriormente ao setor de Coloproctologia do Hospital Universitário Presidente Dutra para tratamento especializado.

À admissão, a paciente encontrava-se com estado geral regular, hipocorada (+/4+), desidratada(+/4+), eupnéica, sem alterações cardiovasculares. Percebeu-se diminuição do murmúrio vesicular nas bases pulmonares e ausência de ruídos adventícios. O abdome era doloroso à palpação, com ruídos

[1] Professor da UFMA. Chefe do Serviço de Coloproctologia do Hospital Universitário Presidente Dutra
[2] Acadêmico de Medicina da UFMA

Exhibit C.II – Second Prong – Scholarly Activities

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We hereby certify, for all due purposes, that Mr. **002899 – YGLÉSIO LUCIANO MOYSÉS SILVA DE SOUZA**, registered with CPF No. **832.461.003-06**, PIS No. **128.46092.37-2**, and Employment Record Book (CTPS) No. **88342, SERIES 0021/MA**, residing at **RUA DAS LETRAS, BLOCK A02, HOUSE 11, COHAFUMA, NO. 0, SÃO LUÍS, MA, ZIP CODE: 65.074-780**, was employed by us, having been admitted on **March 19, 2010**, and served in the position of **Professor** from the date of admission until **December 17, 2018**. Said employment was governed by the General Social Security System (RGPS).

We further declare that **Prof. Dr. Yglésio Luciano Moysés Silva de Souza** served as a member of the examining committee for the student **VANESSA LISBOA TELLES**, on **May 25, 2012**, in the Undergraduate Thesis of the Medical Program, entitled **"EPIDEMIOLOGICAL PROFILE OF LOWER LIMB AMPUTATIONS IN DIABETIC PATIENTS IN AN EMERGENCY HOSPITAL,"** in the capacity of **committee chair**, as he was the advisor of the aforementioned paper.

São Luís – MA, April 14, 2025.

-----// signature //-----
Felipe Henrique Pavão Almeida
Enrollment No.: 005640
CEUMA University

_____

CEUMA HIGHER EDUCATION ASSOCIATION – RENASCENÇA
CNPJ: 23.689.763/0003-59

I, Raphael Michels Fantinato de Moura, 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.

Raphael Michels Fantinato de Moura. **Date: May 21, 2025.**

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DECLARAÇÃO DE COMPROVAÇÃO DE EXPERIÊNCIA PROFISSIONAL

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Declaramos ainda, que o **Prof. Dr. Yglesio Luciano Moysés Silva de Souza** orientou a aluna **VANESSA LISBOA TELLES**, no dia **25 de maio de 2012,** no Trabalho de Conclusão do Curso de Medicina intitulado **"PERFIL EPIDEMIOLÓGICO DE AMPUTAÇÃO DE MEMBROS INFERIORES EM PACIENTES DIABÉTICOS EM HOSPITAL DE URGÊNCIA E EMERGÊNCIA",** na condição de presidente da banca por ser o orientador do referido trabalho.

São Luís - MA , 14 de abril de 2025

Felipe Henrique Pavão Almeida
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São Luís – MA, April 14, 2025.

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Felipe Henrique Pavão Almeida
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Declaramos ainda, que o **Prof. Dr. YGLÉSIO LUCIANO SILVA DE SOUSA** participou da banca examinadora, da aluna **VANESSA COURAS REGADAS** no Trabalho de Conclusão do Curso de Medicina intitulado **"ANÁLISE CRÍTICA DO PERFIL EPIDEMIOLÓGICO DO ATENDIMENTO NO PRONTO SOCORRO NO ANO DE 2013- O PERFIL DA CAPITAL",** na condição de ser presidente da banca por orientadora.

São Luís - MA , 14 de abril de 2025

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São Luís – MA, April 14, 2025.

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Declaramos ainda, que o **Prof. Dr. Yglesio Luciano Moyses Silva de Souza** participou da banca examinadora, da aluna **Patrícia Eduardo Porfírio da Silva** no Trabalho de Conclusão do Curso de Medicina intitulado **"TERMOPLASTIA BRÔNQUICA NA ASMA – UMA REVISÃO SISTEMÁTICA".**

São Luís - MA , 14 de abril de 2025

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São Luís – MA, April 14, 2025.

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São Luís - MA , 14 de abril de 2025

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São Luís – MA, April 14, 2025.

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São Luís - MA , 14 de abril de 2025

Felipe Henrique Pavão Almeida
Matrícula: 005640
Universidade CEUMA

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São Luís – MA, April 14, 2025.

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Declaramos, para os devidos fins, que o(a) Sr(a). **002899 - YGLESIO LUCIANO MOYSES SILVA DE SOUZA**, inscrito no CPF sob nº. **832.461.003-06**, PIS nº. **128.46092.37-2**, CTPS nº. **88342,SERIE 0021/MA** , residente no endereço **RUA DAS LETRAS QD. A02, CASA 11, COHAFUMA, N° 0, SÃO LUÍS, MA, CEP: 65.074-780,** foi nosso(a) funcionário(a) admitido(a) em **19/03/2010**, exerceu a função de **Professor (a),** do período de admissão até a data de **17/12/2018.** Sendo vinculado ao Regime Geral da Previdência Social.

Declaramos ainda, que o **Prof. Dr. Yglesio Luciano Moysés Silva de Souza** participou da banca examinadora, no dia **25 de maio de 2012,** da aluna **Ludmila Bacelar Palhano** no Trabalho de Conclusão do Curso de Medicina intitulado **"ESTUDO DUPLO CEDO PROSPECTIVO COM ESTIMULAÇÃO MAGNÉTICA TRANSCRANIANA NO TRATAMENTO COADJUVANTE DA DEPRESSÃO".**

São Luís - MA , 14 de abril de 2025

Felipe Henrique Pavão Almeida
Matrícula: 005640
Universidade CEUMA

CEUMA ASSOCIAÇÃO DE ENSINO SUPERIOR - RENASCENÇA
CNPJ: 23.689.763/0003-59

CEUMA HIGHER EDUCATION ASSOCIATION – RENASCENÇA
Rua dos Castanheiros, No. 01, Jardim Renascença, MA
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PROFESSIONAL EXPERIENCE VERIFICATION CERTIFICATE

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We further declare that **Prof. Dr. YGLÉSIO LUCIANO MOYSÉS SILVA DE SOUZA** served as a member of the examining committee for the student **Luciana Sousa Silva** in the Undergraduate Thesis of the Medical Program, entitled **"EFFICACY OF SEDATION WITH DEXMEDETOMIDINE IN CRITICAL PATIENTS: A LITERATURE REVIEW,"** in the capacity of committee chair, as he was the advisor.

São Luís – MA, April 14, 2025.

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Felipe Henrique Pavão Almeida
Enrollment No.: 005640
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Raphael Michels Fantinato de Moura. **Date: May 21, 2025.**

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São Luís - MA , 14 de abril de 2025

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São Luís – MA, April 14, 2025.

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São Luís - MA , 14 de abril de 2025

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São Luís – MA, April 14, 2025.

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Enrollment No.: 005640
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São Luís - MA , 14 de abril de 2025

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São Luís – MA, April 14, 2025.

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São Luís - MA , 14 de abril de 2025

Felipe Henrique Pavão Almeida
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Universidade CEUMA

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São Luís - MA , 14 de abril de 2025

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São Luís – MA, April 14, 2025.

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São Luís - MA , 14 de abril de 2025

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São Luís – MA, April 14, 2025.

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Declaramos ainda, que o **Prof. Dr. YGLÉSIO LUCIANO SILVA DE SOUSA** participou da banca examinadora, no dia **28 de junho de 2012,** da aluna **Erika Veronesi Camilo** no Trabalho de Conclusão do Curso de Medicina intitulado **"AVALIAÇÃO PRÉ E PÓS OPERATÓRIO DA FUNÇÃO RENAL DOS PACIENTES SUBMETIDOS A BYPASS GÁSTRICO EM Y-DE-ROUX POR VÍDEO LAPAROSCOPIA**". na condição de presidente da banca por ser orientador do referido trabalho.

São Luís - MA , 14 de abril de 2025

Felipe Henrique Pavão Almeida
Matrícula: 005640
Universidade CEUMA

CEUMA ASSOCIAÇÃO DE ENSINO SUPERIOR - RENASCENÇA
CNPJ: 23.689.763/0003-59

CEUMA HIGHER EDUCATION ASSOCIATION – RENASCENÇA
Rua dos Castanheiros, No. 01, Jardim Renascença, MA
CITY: SÃO LUÍS, ZIP CODE: 65.075-120
CNPJ: 23.689.763/0003-59

PROFESSIONAL EXPERIENCE VERIFICATION CERTIFICATE

We hereby certify, for all due purposes, that Mr. **002899 – YGLÉSIO LUCIANO MOYSÉS SILVA DE SOUZA**, registered with CPF No. **832.461.003-06**, PIS No. **128.46092.37-2**, and Employment Record Book (CTPS) No. **88342, SERIES 0021/MA**, residing at **RUA DAS LETRAS, BLOCK A02, HOUSE 11, COHAFUMA, NO. 0, SÃO LUÍS, MA, ZIP CODE: 65.074-780**, was employed by us, having been admitted on **March 19, 2010**, and served in the position of **Professor** from the date of admission until **December 17, 2018**. Said employment was governed by the General Social Security System (RGPS).

We further declare that **PROF. DR. YGLÉSIO LUCIANO SILVA DE SOUZA** served as a member of the examining committee for the student **Bruna Pandolfo** in the Undergraduate Thesis of the Medical Program, entitled: **"CRITICAL ANALYSIS OF THE EPIDEMIOLOGICAL PROFILE OF EMERGENCY ROOM HOSPITALIZATIONS IN 2014 – THE PROFILE OF THE CAPITAL,"** in the capacity of committee chair, as he was the advisor.

São Luís – MA, April 14, 2025.

-----// signature //-----
Felipe Henrique Pavão Almeida
Enrollment No.: 005640
CEUMA University

_____

CEUMA HIGHER EDUCATION ASSOCIATION – RENASCENÇA
CNPJ: 23.689.763/0003-59

I, Raphael Michels Fantinato de Moura, 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.

Raphael Michels Fantinato de Moura. **Date: May 21, 2025.**

CEUMA ASSOCIAÇÃO DE ENSINO SUPERIOR - RENASCENÇA
Rua dos Castanheiros, Nº 01, Jardim Renascença, MA
CIDADE: SÃO LUÍS, CEP: 65.075-120
CNPJ: 23.689.763/0003-59

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Declaramos ainda, que o **Prof. Dr. YGLÉSIO LUCIANO SILVA DE SOUSA** participou da banca examinadora, da aluna **Bruna Pandolfo** no Trabalho de Conclusão do Curso de Medicina intitulado **"ANÁLISE CRÍTICA DO PERFIL EPIDEMIOLÓGICO DA INTERNAÇÃO NO PRONTO SOCORRO NO ANO DE 2014 – O PERFIL DA CAPITAL",** na condição de presidente da banca por ser o orientador.

São Luís - MA , 14 de abril de 2025

Felipe Henrique Pavão Almeida
Matrícula: 005640
Universidade CEUMA

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We further declare that **Prof. Dr. Yglésio Luciano Moysés Silva de Souza** served as a member of the examining committee, **in the year 2012,** for the student **Augusto Granado Bottino** in the **Undergraduate Thesis of the Medical Program** entitled: **"THE IMPACT OF REALISTIC SIMULATION ON THE LEARNING OF MEDICAL STUDENTS."**

São Luís – MA, April 14, 2025.

-----// signature //-----
Felipe Henrique Pavão Almeida
Enrollment No.: 005640
CEUMA University

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Declaramos ainda, que o **Prof. Dr. Yglesio Luciano Moysés Silva de Souza** participou da banca examinadora, **no ano de 2012,** do aluno **Augusto Granado Bottino** no **Trabalho de Conclusão do Curso de Medicina** intitulado **"IMPACTO DA SIMULAÇÃO REALISTICA NO APRENDIZADO E ESTUDANTES DE MEDICINA".**

São Luís - MA , 14 de abril de 2025

Felipe Henrique Pavão Almeida
Matrícula: 005640
Universidade CEUMA

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We further declare that **Prof. Dr. Yglésio Luciano Moysés Silva de Souza** served as the advisor for the scientific research project (Undergraduate Thesis) of the student **Vanessa Lisboa Telles**, in the research area: **Diabetes and Complications**.

São Luís – MA, April 14, 2025.

-----// signature //-----
Felipe Henrique Pavão Almeida
Enrollment No.: 005640
CEUMA University

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Raphael Michels Fantinato de Moura. **Date: May 22, 2025.**

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Rua dos Castanheiros, Nº 01, Jardim Renascença, MA
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Declaramos ainda, que o **Prof. Dr. Yglésio Luciano Moysés Silva Souza**, atuou como orientador do trabalho científico (TCC - Trabalho de Conclusão de Curso) da aluna **Vanessa Lisboa Telles**, linha de pesquisa: **Diabetes e Complicações.**

São Luís - MA , 14 de abril de 2025

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We further declare that **Prof. Dr. Yglésio Luciano Moysés Silva de Souza** served as the advisor for the scientific research project (Undergraduate Thesis) of the student **Érika Veronesi Camilo**, in the research area: **Obesity and Renal Function**.

São Luís – MA, April 14, 2025.

-----// signature //-----
Felipe Henrique Pavão Almeida
Enrollment No.: 005640
CEUMA University

CEUMA HIGHER EDUCATION ASSOCIATION – RENASCENÇA
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Raphael Michels Fantinato de Moura. **Date: May 22, 2025.**

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Declaramos ainda, que o **Prof. Dr. Yglésio Luciano Moysés Silva Souza**, atuou como orientador do trabalho científico (TCC - Trabalho de Conclusão de Curso) da aluna **Érika Veronesi Camilo**, linha de pesquisa: **Obesidade e função renal**.

São Luís - MA , 14 de abril de 2025

Felipe Henrique Pavão Almeida
Matrícula: 005640
Universidade CEUMA

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We further declare that **Prof. Dr. Yglésio Luciano Moysés Silva de Souza** served as the technical director (physician) of the **Experimental Surgery Laboratory** and the **Realistic Simulation Center**.

We hereby declare, finally, that the professor made a significant contribution to the development of the Institution.

São Luís – MA, April 15, 2025.

-----// signature //-----
Felipe Henrique Pavão Almeida
Enrollment No.: 005640
CEUMA University

_____

CEUMA HIGHER EDUCATION ASSOCIATION – RENASCENÇA
CNPJ: 23.689.763/0003-59

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Raphael Michels Fantinato de Moura. **Date: May 22, 2025.**

CEUMA ASSOCIAÇÃO DE ENSINO SUPERIOR - RENASCENÇA
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DECLARAÇÃO DE COMPROVAÇÃO DE EXPERIÊNCIA PROFISSIONAL

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Declaramos ainda, que o **Prof. Dr. Yglésio Luciano Moysés Silva Souza**, foi o responsável técnico (médico) do **Laboratório de Cirurgia Experimental** e **Centro de Simulação Realística**.

Declaramos finalmente, que o professor teve uma contribuição significativa para o desenvolvimento da Instituição.

São Luís - MA , 15 de abril de 2025

Felipe Henrique Pavão Almeida
Matrícula: 005640
Universidade CEUMA

CEUMA ASSOCIAÇÃO DE ENSINO SUPERIOR - RENASCENÇA
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We further declare that **Prof. Dr. Yglésio Luciano Moysés Silva de Souza** supervised some experimental surgery projects in the Medical Program, including the following:

PROJECT TITLES	STUDENTS
Evaluation of gastric vascularization in experimental models subjected to ischemic gastric conditioning	Jéssica Santana Pereira
Comparative analysis of the pre- and postoperative glycemic profile in restrictive bariatric surgeries – experimental study in rats	Érika Maria do Nascimento Sá
Comparative analysis of the pre- and postoperative lipid profile in restrictive bariatric surgeries – experimental study in rats	Ridailda de Oliveira Amaral

São Luís – MA, April 14, 2025.

-----// signature //-----
Felipe Henrique Pavão Almeida
Enrollment No.: 005640
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Declaramos ainda, que o **Prof. Dr. Yglésio Luciano Moysés Silva Souza**, supervisionou alguns projetos de cirurgia experimental no Curso de Medicina, tais como:

TÍTULOS DOS PROJETOS	ALUNOS
Avaliação da vascularização gástrica em modelos experimentais submetidos a condicionamento gástrico isquêmico	Jéssica Santana Pereira
Análise comparativa do perfil glicêmico pré e pós-operatório em cirurgias bariátricas restritivas-estudo experimental em ratos	Érika Maria do Nascimento Sá
Análise comparativa do perfil lipídico pré e pós-operatório em cirurgias bariátricas restritivas – estudo experimental em ratos	Ridailda de Oliveira Amaral

São Luís - MA , 14 de abril de 2025

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DECLARAÇÃO DE COMPROVAÇÃO DE EXPERIÊNCIA PROFISSIONAL

Declaramos para os devidos fins, que o **Prof. Dr. YGLÉSIO LUCIANO SILVA DE SOUZA** , foi convidado para participar das bancas examinadora, com os temas a seguir, conforme já enviado em declarações individuais.

· ALVOS TERAPÊUTICOS DA INJÚRIA RENAL AGUDA EM PACIENTES SÉPTICOS: REVISÃO DE LITERATURA- ALUNA: LORENA CRUZ COELHO DE SOUSA

· ESTUDO DUPLO CEDO PROSPECTIVO COM ESTIMULAÇÃO MAGNÉTICA TRANSCRANIANA NO TRATAMENTO COADJUVANTE DA DEPRESSÃO - ALUNA: LUDMILA BACELAR PALHANO

· AVALIAÇÃO DE COMPLICAÇÕES RELACIONADAS À COLANGIOPANCREATOGRAFIA RETRÓGRADAS ENDOSCÓPICA EM UMA CLÍNICA PARTICULAR DE SÃO LUÍS-MA- ALUNO: LINDOMAR DE MOURA BARBOSA FILHO

· PERFIL EPIDEMIOLÓGICO DE AMPUTAÇÃO DE MEMBROS INFERIORES EM PACIENTES DIABÉTICOS EM HOSPITAL DE URGÊNCIA E EMERGÊNCIA-ALUNA VANESSA LISBOA TELES

· PREVALÊNCIA DOS FATORES DE RISCO PARA SÍNDROME DA APNÉIA OBSTRUTIVA DO SONO EM MOTORISTAS DE ÔNIBUS- ALUNA GIULIANA BALLUZ DA CUNHA SANTOS ARÔSO

· AVALIAÇÃO PRÉ E PÓS OPERATÓRIO DA FUNÇÃO RENAL DOS PACIENTES SUBMETIDOS A BYPASS GÁSTRICO EM Y-DE-ROUX POR VÍDEO LAPAROSCOPIA- ALUNA: ERIKA VERONESI CAMILO

· ANÁLISE CRÍTICA DO PERFIL EPIDEMIOLÓGICO DA INTERNAÇÃO NO PRONTO SOCORRO NO ANO DE 2014 - O PERFIL DA CAPITAL- ALUNA: BRUNA PANDOLFO

·ABORDAGEM DA TERAPIA NUTRICIONAL EM PACIENTES COM PANCREATITE AGUDA- ALUNO: JOÃO FELIX DE ANDRADE NETO

· ANÁLISE CRÍTICA DO PERFIL EPIDEMIOLÓGICO DO ATENDIMENTO NO PRONTO SOCORRO NO ANO DE 2013-O PERFIL DA CAPITAL- ALUNA: VANESSA COURAS REGADAS

· PERFIL CLINICO-EPIDEMIOLOGICO DE PACIENTES COM ABDOME AGUDO OBSTRUTIVO EM UM HOSPITAL PÚBLICO DE EMERGENCIA DE SÃO LUIS-MA- ALUNO: PAOLO MENEZES MIRANDA

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· COLÓIDES VERSUS CRISTALÓIDES EM PACIENTES SÉPTICOS: REVISÃO DE LITERATURA- ALUNO: HIAGO SOUSA BASTOS

· TERMOPLASTIA BRÔNQUICA NA ASMA - UMA REVISÃO SISTEMÁTICA- ALUNA: PATRÍCIA EDUARDO PORFIRIO DA SILVA

· EFICACIA DA SEDAÇÃO COM DEXMEDETOMIDINA EM PACIENTES CRÍTICOS: REVISÃO DE LITERATURA- ALUNA: LUCIANA SOUSA SILVA

· IMPACTO DA SIMULAÇÃO REALISTICA NO APRENDIZADO E ESTUDANTES DE MEDICINA- ALUNO: AUGUSTO GRANADO BOTTINO

· AVALIAÇÃO DO IMPACTO DA SIMULAÇÃO REALISTA NO PROCESSO ENSINO APRENDIZAGEM EM ESTUDANTES DE MEDICINA- ALUNA: NATÁLIA NOBRE DE ALENCAR.

São Luís - MA , 14 de abril de 2025

Felipe Henrique Pavão Almeida
Matrícula: 005640
Universidade CEUMA

CEUMA ASSOCIAÇÃO DE ENSINO SUPERIOR - RENASCENÇA
CNPJ: 23.689.763/0003-59

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Nilzo Gustavo Farias <nilzo.farias@yousalaw.com>

Fwd: Are you the “Y. Moyses” mentioned in Clinical Sciences papers?

1 mensagem

Yglésio Moyses <yglesioascom@gmail.com> 19 de dezembro de 2025 às 13:23
Para: Nilzo Gustavo Farias <nilzo.farias@yousalaw.com>

Enviado do meu iPad

Início da mensagem encaminhada:

De: Academia Mentions <premium@academia-mail.com>
Data: 19 de dezembro de 2025 às 09:29:05 BRT
Para: yglesioascom@gmail.com
Assunto: Are you the “Y. Moyses” mentioned in Clinical Sciences papers?

ACADEMIA

Dear Yglésio,

The name **“Y. Moyses”** was mentioned in a **Clinical Sciences** paper uploaded to Academia.

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Fwd: Are you willing to review IJMS-D-25-02518?

1 mensagem

Yglésio Luciano <yglesio@yahoo.com> 19 de dezembro de 2025 às 13:35
Para: Nilzo Gustavo Farias <nilzo.farias@yousalaw.com>

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Início da mensagem encaminhada:

De: "Irish Journal of Medical Science (IJMS)" <em@editorialmanager.com>
Data: 11 de novembro de 2025 às 03:28:53 BRT
Para: Yglesio Moyses de Souza <yglesio@yahoo.com>
Assunto: Are you willing to review IJMS-D-25-02518?
Responder A: "Irish Journal of Medical Science (IJMS)" <khazana.nazira@springer.com>

Dear Dr. de Souza,

As you will recall, we recently contacted you asking to review the following manuscript for Irish Journal of Medical Science (1971 -).

Manuscript Number: IJMS-D-25-02518

Title: The Burden of Care in Hip and Knee Prosthetic Joint Infections (PJI) in a Regional Unit.

Unfortunately, we have not yet received your reply. Would you please be so kind as to let us know if you will be able to review this manuscript by clicking one of the two links:

To accept the invitation, please click on this link:

https://www.editorialmanager.com/ijms/l.asp?i=366409&l=ICF2RXP7

To decline the invitation, please click on this link:

https://www.editorialmanager.com/ijms/l.asp?i=366410&l=SR7HCUYK

Alternatively you can log onto the journal website.

Your username is: Yde Souza-283

If you forgot your password, you can click the 'Send Login Details' link on the EM Login page at https://www.editorialmanager.com/IJMS/

and either choose accept or decline.

Please note that if we do not receive your response within the next 2 days, you will be automatically un-invited.

We appreciate your assistance and look forward to hearing from you.

Thank you very much.

With kind regards,
Springer Journals Editorial Office
Irish Journal of Medical Science (1971 -)

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Nilzo Gustavo Farias <nilzo.farias@yousalaw.com>

Fw: Reproductive Medicine | Commentary

1 mensagem

yglesio@yahoo.com <yglesio@yahoo.com> 19 de dezembro de 2025 às 13:59
Para: nilzo.farias@yousalaw.com

----- Mensagem encaminhada -----
De: Reproductive Medicine Journal <reproductivemed@journalarchives.org>
Para: Souza Yglesio Moyses De <yglesio@yahoo.com>
Enviado: sexta-feira, 9 de maio de 2025 às 19:33:03 GMT-3
Assunto: Reproductive Medicine **|** Commentary

Journal of Clinical and Experimental Reproductive Medicine

Dear Dr. Souza Yglesio Moyses De,

I hope this message finds you well. My name is Ben Thomas, and I am the Managing Editor at **Journal of Clinical and Experimental Reproductive Medicine.** We are excited to extend an invitation to you to contribute a commentary on article entitled " **Evaluation of the effects of ozone therapy in the treatment of intra-abdominal infection in rats** " to our upcoming issue focused on advances and perspectives in Reproductive Medicine

Basic Guidelines:

- **Topic:** It can be an extension of the published article, where you can further discuss any recent updates in this research or analyse the issues addressed in the focal article.
- **Length:** The page limit is not precise but still we expect a 4-7-page commentary (Max. 2500 words) with or without figures and the reference limit is 50-70.
- You have the freedom to restate the issues discussed but do not summarize the focal article exactly in the same way/Title of the commentary should not be the same as the focal article.
- **Submission Guidelines:** Authors may submit their Manuscript using our **Online Portal** or as an attachment to this email.
- **Deadline:** The deadline for submission of manuscript is June 25, 2025. If you need more time, please contact the editorial team

Note: We are also considering original research, reviews, case studies, commentaries, letters to the editor, and editorials for publication.

Trending Articles

- **Improving data harmonization in pregnancy safety studies: Demonstrating the feasibility of standardized data analysis of pregnancy reports–A contribution from the conception project. J Clin Exp Reprod Med. 2025;2(1):6-12.**
- **Undiagnosed retained placenta nineteen months post-partum presenting with massive hemorrhage- A case report. J Clin Exp Reprod Med. 2025;2(1):1-5.**

We look forward to the possibility of including your valuable contribution in our issue. Thank you for considering this invitation, and we hope to hear from you soon.

Best regards,
Ben Thomas,
Managing Editor,
Journal of Clinical and Experimental Reproductive Medicine
ProBiologists
63-66 Hatton Garden,
London, England, EC1N 8LE

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Nilzo Gustavo Farias <nilzo.farias@yousalaw.com>

Fwd: Invitation to Speak at the Euro-Global Infectious Diseases Conference 2026

1 mensagem

Yglésio Luciano <yglesio@yahoo.com> 19 de dezembro de 2025 às 13:39
Para: Nilzo Gustavo Farias <nilzo.farias@yousalaw.com>

Enviado do meu iPad

Início da mensagem encaminhada:

De: 0412 Euro Infectious Diseases <infectiousdiseases@pulsusconferencs.com>
Data: 4 de dezembro de 2025 às 14:58:07 BRT
Para: Yglesio Moyses de Souza <yglesio@yahoo.com>
Assunto: Invitation to Speak at the Euro-Global Infectious Diseases Conference 2026
Responder A: infectiousdiseases@pulsusconferencs.com

Dear Dr. Yglesio Moyses de Souza,

I hope this message finds you well.

It is with great pleasure and enthusiasm that we invite you to join us as a distinguished speaker at the **18th Euro-Global Conference on Infectious Diseases**, scheduled to take place on **April 16–17, 2026,** in **London, UK.**

This year's conference, themed *"Global Strategies and Innovations to Combat Infectious Threats",* will convene leading researchers, clinicians, public health experts, industry specialists, and policy leaders to discuss the latest advances, challenges, and breakthroughs in infectious disease research and management.

Key Topics for the Conference Include:

1. Emerging and re-emerging infectious diseases
2. Antimicrobial resistance & novel therapeutic strategies
3. Vaccines, immunology, and viral pathogenesis
4. Global health preparedness & pandemic response
5. Diagnostics, surveillance, and outbreak analytics
6. One Health approaches to infectious disease control
7. Hospital-acquired infections and infection prevention
8. Innovations in microbial genomics and epidemiology

For more details on session tracks, abstract submission, and registration, please visit our official website: https://europe.infectiousconferences.com/

We would be honoured to have you contribute to this prestigious global forum, and we sincerely hope you will accept our invitation to speak. Kindly share your availability at your earliest convenience.

Thank you for considering this opportunity. We look forward to the possibility of welcoming you to London in 2026.

Warm regards,
Jessica Davis | Program Manager
Euro Infectious Diseases 2026
WhatsApp: +44 330 818 7501

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screening tools, diagnostic criteria, and integrated treatment models, particularly those that address both physica
other obesity-related complications are especially encouraged. The Collection will consider a range of formats, i
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is 31 May 2026.

Guest Advisor

Dr. Riccardo Dalle Grave, Villa Garda Hospital, Italy

rdalleg@gmail.com

Yours sincerely

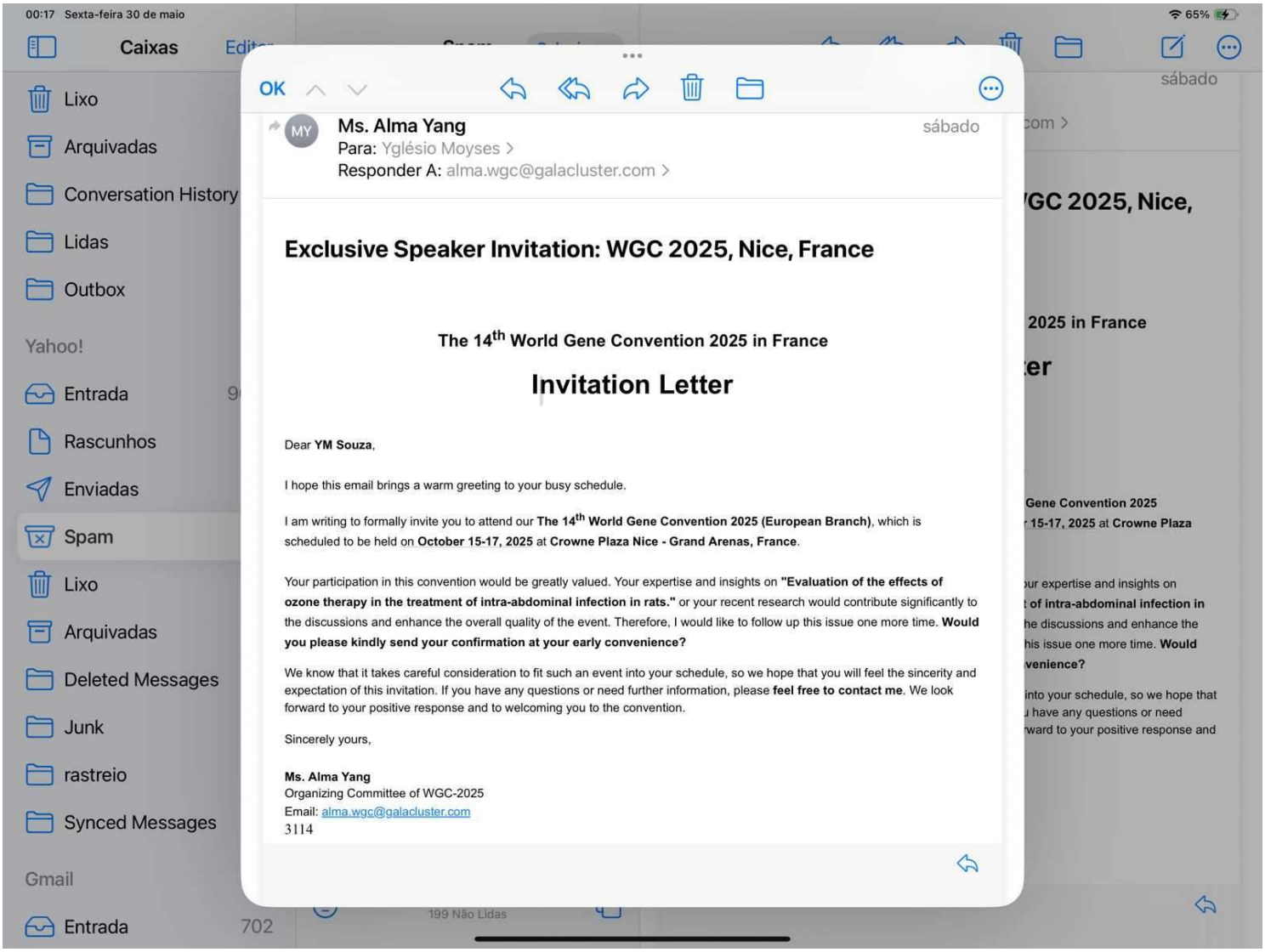
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Ms. Alma Yang
sábado
Para: Yglésio Moyses >
Responder A: alma.wgc@galacluster.com >
Exclusive Speaker Invitation: WGC 2025, Nice, France
The 14th World Gene Convention 2025 in France
Invitation Letter
Dear YM Souza,
I hope this email brings a warm greeting to your busy schedule.
I am writing to formally invite you to attend our The 14th World Gene Convention 2025 (European Branch), which is scheduled to be held on October 15-17, 2025 at Crowne Plaza Nice - Grand Arenas, France.
Your participation in this convention would be greatly valued. Your expertise and insights on "Evaluation of the effects of ozone therapy in the treatment of intra-abdominal infection in rats." or your recent research would contribute significantly to the discussions and enhance the overall quality of the event. Therefore, I would like to follow up this issue one more time. Would you please kindly send your confirmation at your early convenience?
We know that it takes careful consideration to fit such an event into your schedule, so we hope that you will feel the sincerity and expectation of this invitation. If you have any questions or need further information, please feel free to contact me. We look forward to your positive response and to welcoming you to the convention.
Sincerely yours,
Ms. Alma Yang
Organizing Committee of WGC-2025
Email: alma.wgc@galacluster.com
3114
199 Não Lidas

YOUSA Law Firm

Nilzo Gustavo Farias <nilzo.farias@yousalaw.com>

Fwd: Dear Dr. Yglesio Moyses de Souza, Welcome to our journal Upcoming Issue submission:- Annals of Clinical Case Studies (ISSN 2688-1241)

Yglésio Luciano <yglesio@yahoo.com> 5 de janeiro de 2026 às 13:01
Para: Nilzo Gustavo Farias <nilzo.farias@yousalaw.com>

Enviado do meu iPhone

Início da mensagem encaminhada:

De: Annals of Clinical Case Studies <editor@medreportsakijrnl1.com>
Data: 5 de janeiro de 2026 às 11:17:27 BRT
Para: yglesio@yahoo.com
Assunto: Dear Dr. Yglesio Moyses de Souza, Welcome to our journal Upcoming Issue submission:- Annals of Clinical Case Studies (ISSN 2688-1241)
Responder A: Annals of Clinical Case Studies <quinnelisaa@medtextopenj.info>

Dear Dr. Yglesio Moyses de Souza,

Greetings from the "**Annals of Clinical Case Studies"!**
We are pleased to inform you that we are currently preparing the upcoming issue **(Volume 08, Issue 01)** of our journal, scheduled for release in 2026. We cordially invite you to submit your valuable manuscript for consideration in this issue.
We charge a nominal publication fee to cover DOI assignment, digitization, and processing costs. The fees are as follows:

- **Full-length manuscripts and Short-length manuscripts** (e.g., case reports, case series, mini reviews, and review articles, editorials, opinions, letters to the editor, and image articles): **$345 USD**

We kindly request you to submit your manuscript by **January 30, 2026**, to be considered for timely inclusion in this issue. Manuscripts may be submitted either by replying directly to this email with your attachment or by sending them to **submissions@medtextpublications.com**
We also welcome submissions from your colleagues, students, and collaborators who may be interested in contributing to this issue.
We look forward to your positive response and contribution.

With warm regards,
Quinn Elisaa
Editorial Manager
6355 N Clairmont Avenue
Chicago, IL 60659, USA

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contribution to the **Critical Care and Medicine** community.

To submit your article, please email it as an attachment to **below mail** or You may submit your manuscript as an attachment to this link: **Click here to submit**. In the email, please include a cover letter with the following information:

- Article title
- Abstract
- Statement confirming that the article is original and has not been published elsewhere.

If you have any questions or need further clarification, please do not hesitate to contact us.

We look forward to receiving your submission and potentially publishing your work in the **Annals of Critical Care and Medicine.**

Thank you for considering our journal as a potential publication venue.

Regards

Emily Roberts

Annals of Critical Care and Medicine

USA

Email: emilyroberts@directivepub.org

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publication in the field of **Critical Care and Medicine**, and we are dedicated to publishing high-quality and innovative research articles. We believe that your work aligns perfectly with our journal's scope and would be a valuable contribution to the **Critical Care and Medicine** community.

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We look forward to receiving your submission and potentially publishing your work in the **Annals of Critical Care and Medicine.**

Thank you for considering our journal as a potential publication venue.

Regards

Emily Roberts

Annals of Critical Care and Medicine

USA

Email: emilyroberts@directivepub.org

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1 MENSAGEM Resumir

criticalmed@directivepubli... 08:20
Para: Yglésio Moyses >
Responder A: emilyroberts@direc... >

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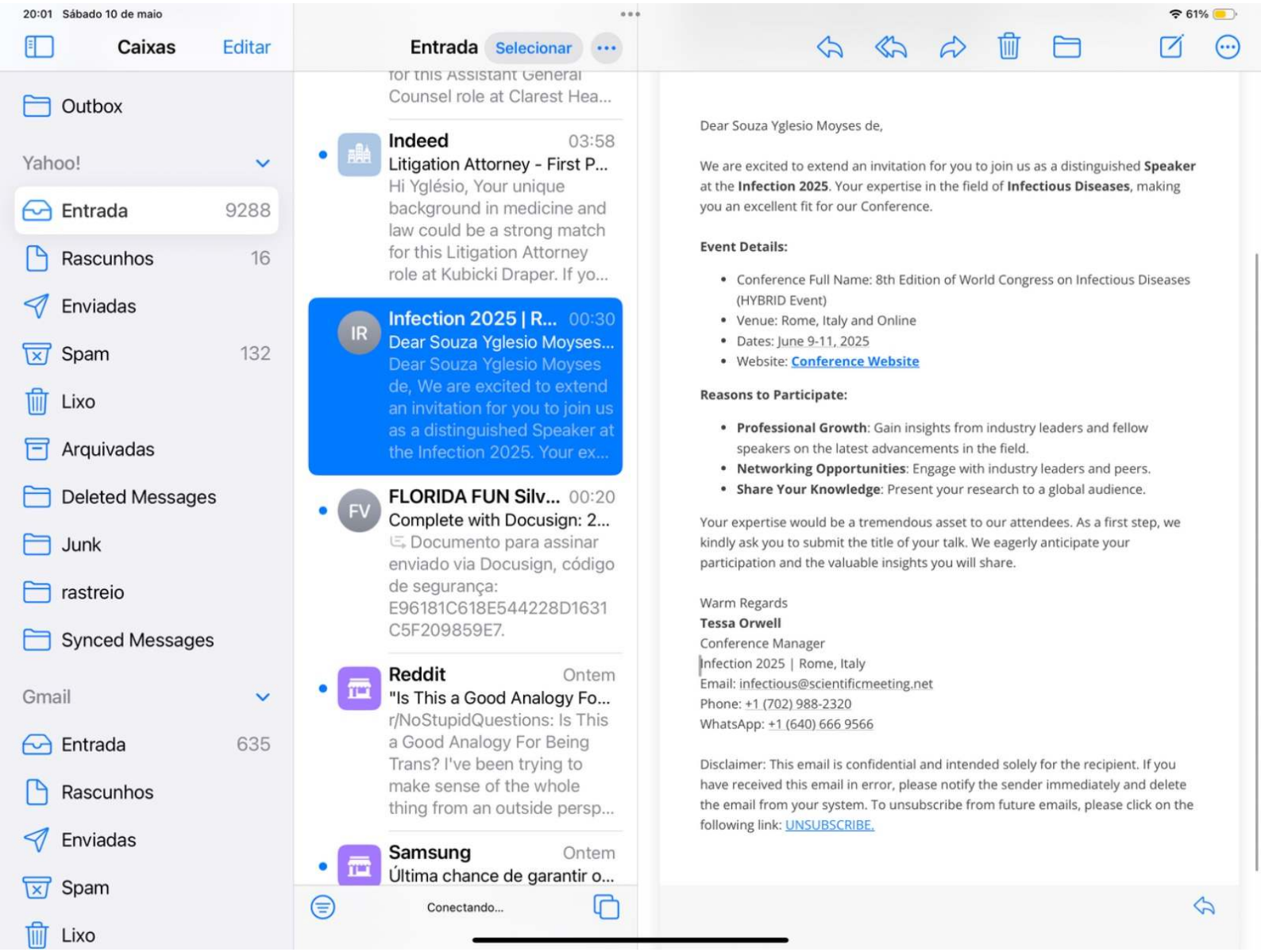
We are writing to invite you to submit your research article to the **Annals of Critical Care and Medicine** for consideration for publication.

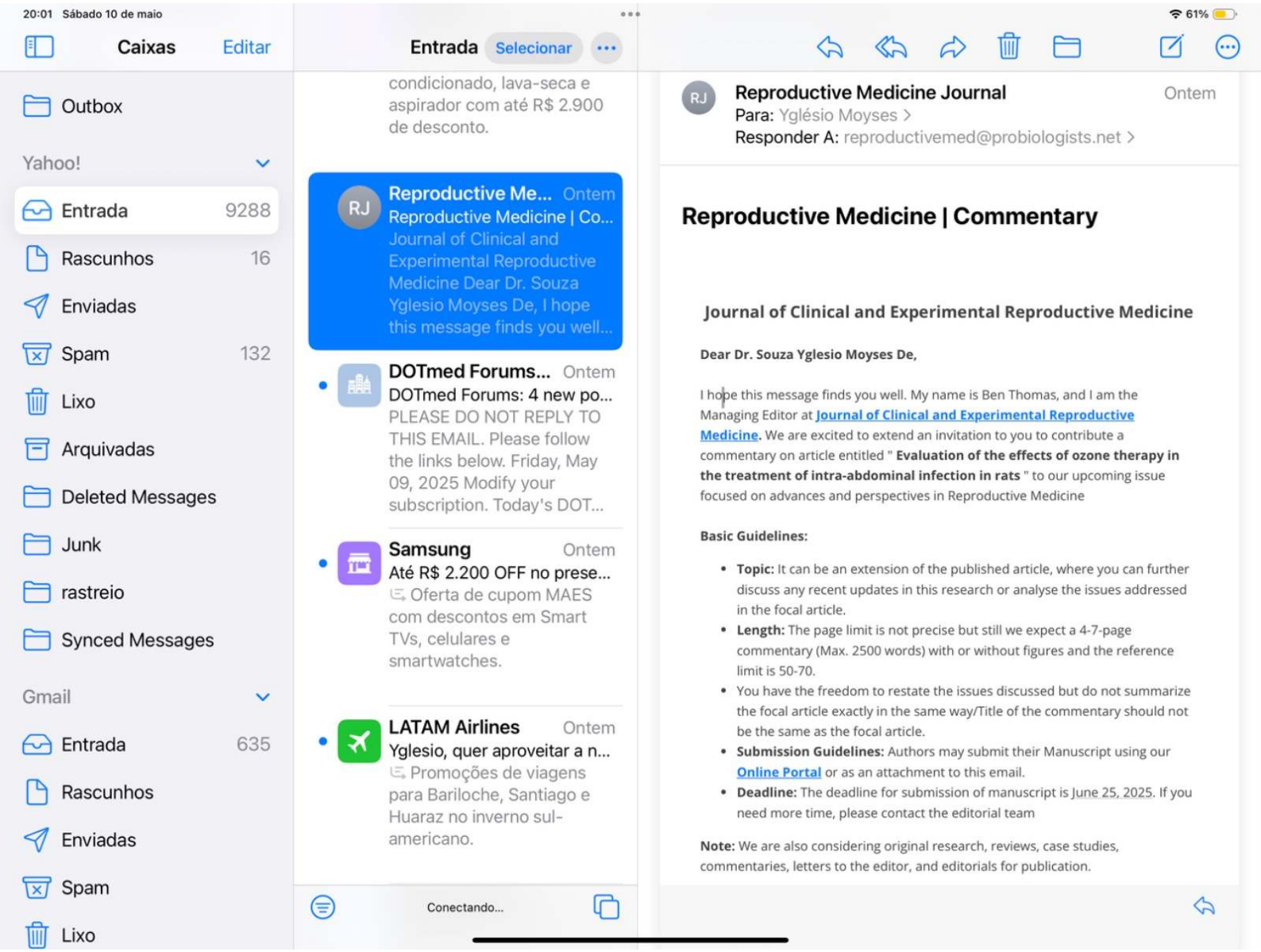
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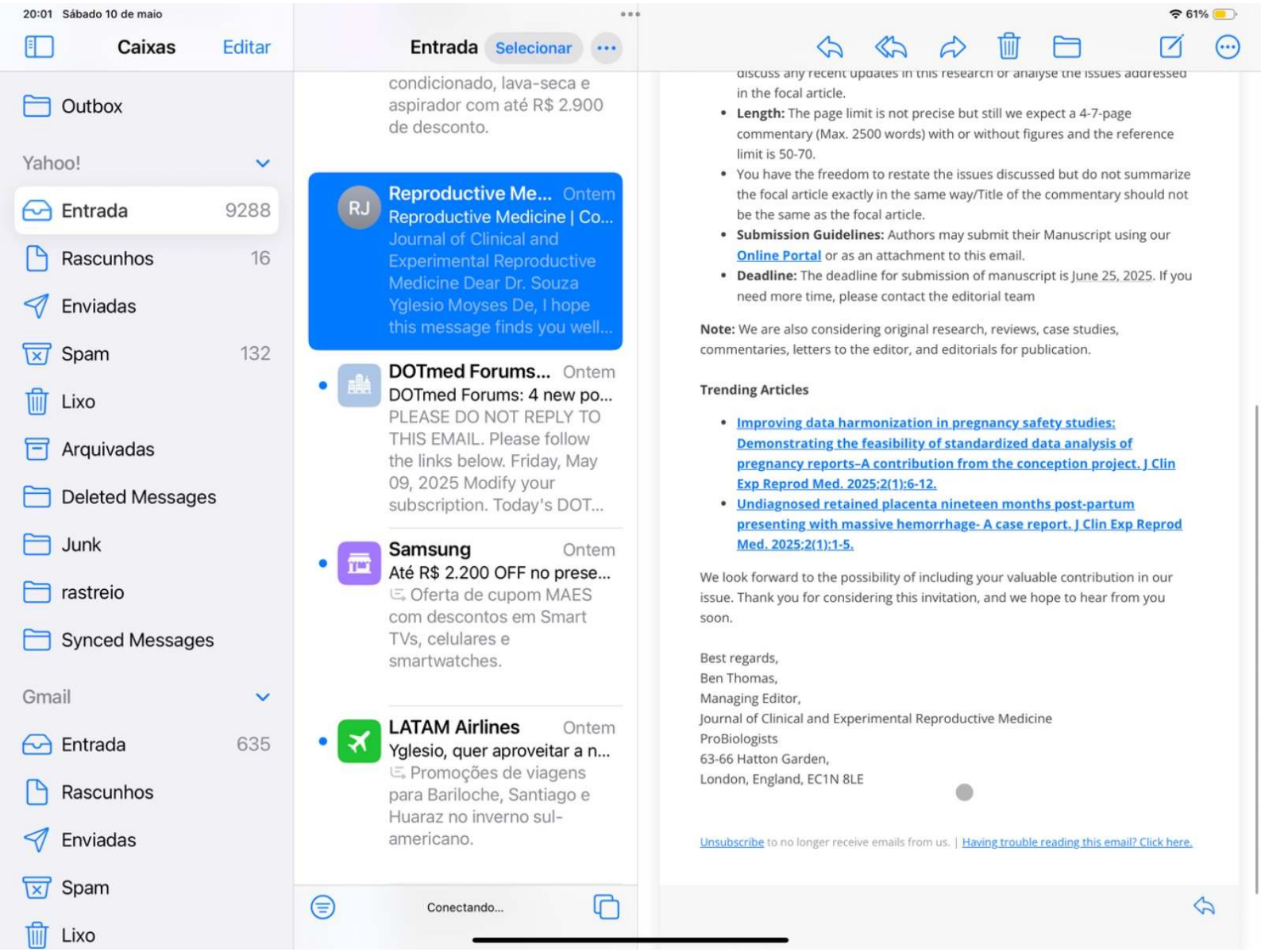
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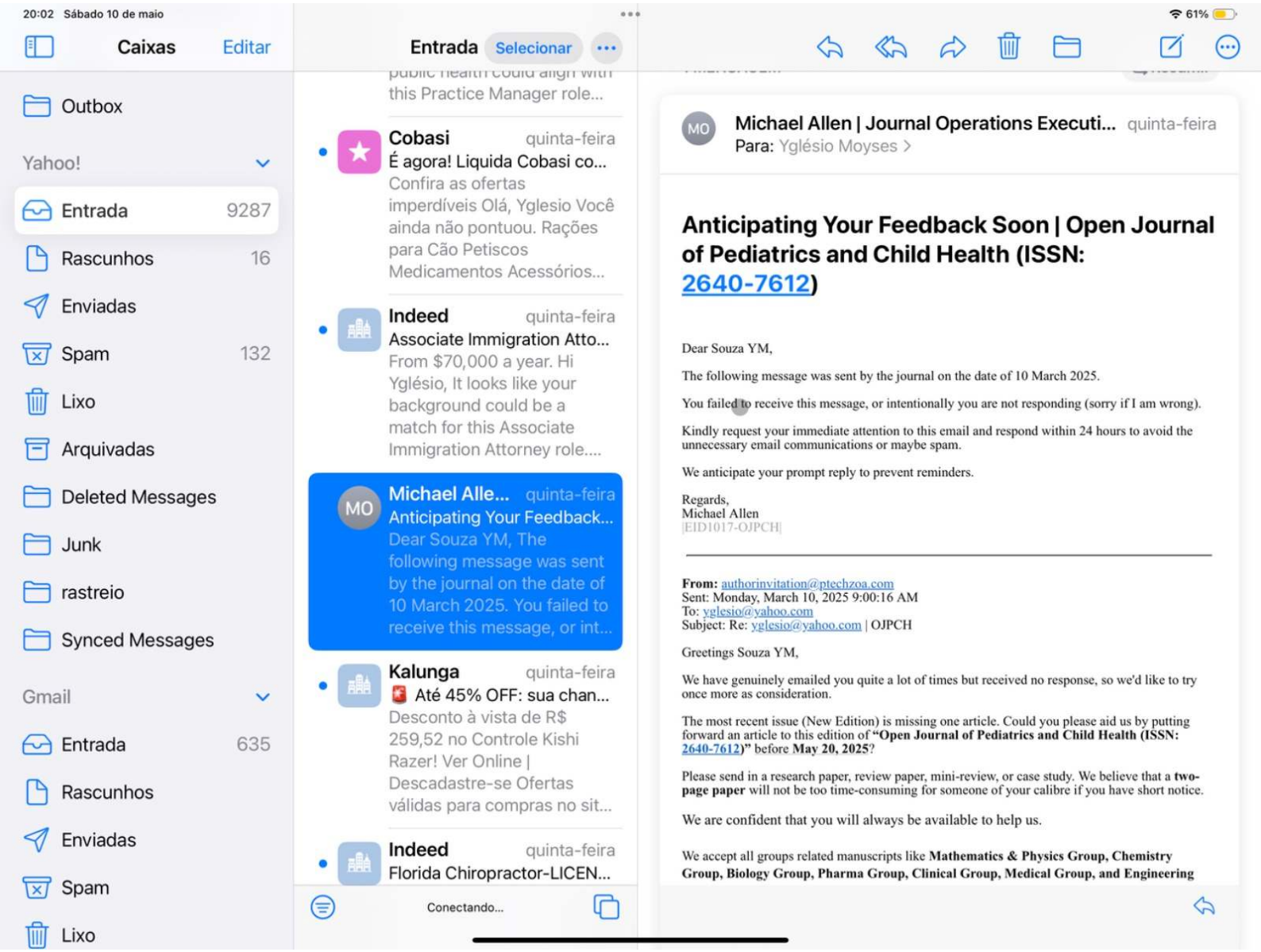
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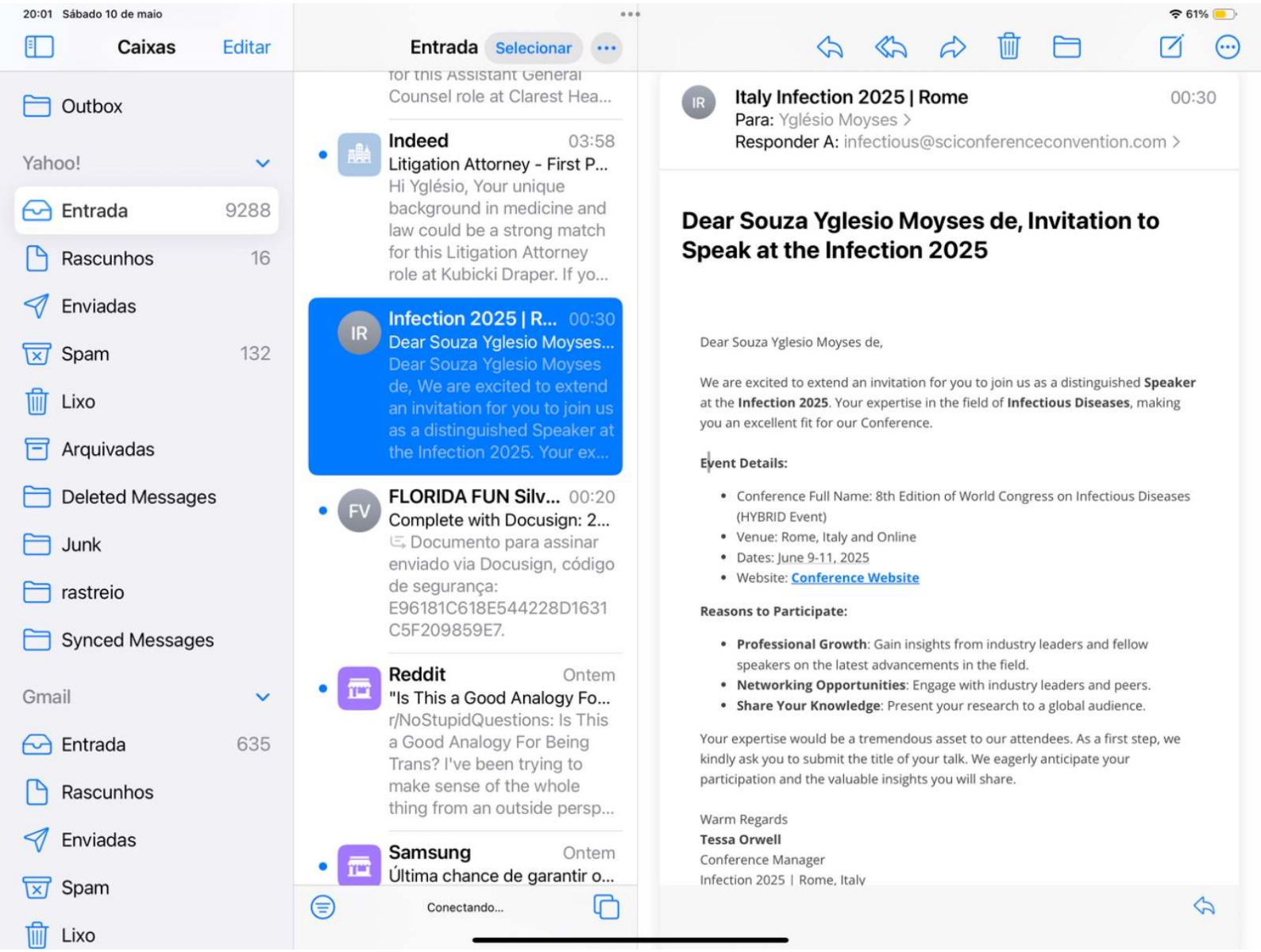
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Dear Souza Yglesio Moyses de,
We are excited to extend an invitation for you to join us as a distinguished Speaker at the Infection 2025. Your expertise in the field of Infectious Diseases, making you an excellent fit for our Conference.
Event Details:
Conference Full Name: 8th Edition of World Congress on Infectious Diseases (HYBRID Event)
Venue: Rome, Italy and Online
Dates: June 9-11, 2025
Website: Conference Website
Reasons to Participate:
Professional Growth: Gain insights from industry leaders and fellow speakers on the latest advancements in the field.
Networking Opportunities: Engage with industry leaders and peers.
Share Your Knowledge: Present your research to a global audience.
Your expertise would be a tremendous asset to our attendees. As a first step, we kindly ask you to submit the title of your talk. We eagerly anticipate your participation and the valuable insights you will share.
Warm Regards
Tessa Orwell
Conference Manager
Infection 2025 | Rome, Italy
Email: infectious@scientificmeeting.net
Phone: +1 (702) 988-2320
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Dear Dr. Souza Yglesio Moyses De,
I hope this message finds you well. My name is Ben Thomas, and I am the Managing Editor at Journal of Clinical and Experimental Reproductive Medicine. We are excited to extend an invitation to you to contribute a commentary on article entitled " Evaluation of the effects of ozone therapy in the treatment of intra-abdominal infection in rats " to our upcoming issue focused on advances and perspectives in Reproductive Medicine
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Deadline: The deadline for submission of manuscript is June 25, 2025. If you need more time, please contact the editorial team
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Undiagnosed retained placenta nineteen months post-partum presenting with massive hemorrhage- A case report. J Clin Exp Reprod Med. 2025;2(1):1-5.
We look forward to the possibility of including your valuable contribution in our issue. Thank you for considering this invitation, and we hope to hear from you soon.
Best regards,
Ben Thomas,
Managing Editor,
Journal of Clinical and Experimental Reproductive Medicine
ProBiologists
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Michael Alle... quinta-feira
Anticipating Your Feedback...
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Indeed quinta-feira
Florida Chiropractor-LICEN...
Conectando...
MO
Michael Allen | Journal Operations Executi... quinta-feira
Para: Yglésio Moyses >
Anticipating Your Feedback Soon | Open Journal of Pediatrics and Child Health (ISSN: 2640-7612)
Dear Souza YM,
The following message was sent by the journal on the date of 10 March 2025.
You failed to receive this message, or intentionally you are not responding (sorry if I am wrong).
Kindly request your immediate attention to this email and respond within 24 hours to avoid the unnecessary email communications or maybe spam.
We anticipate your prompt reply to prevent reminders.
Regards,
Michael Allen
|EID1017-OJPCH|
From: authorinvitation@ptechzoa.com
Sent: Monday, March 10, 2025 9:00:16 AM
To: yglesio@yahoo.com
Subject: Re: yglesio@yahoo.com | OJPCH
Greetings Souza YM,
We have genuinely emailed you quite a lot of times but received no response, so we'd like to try once more as consideration.
The most recent issue (New Edition) is missing one article. Could you please aid us by putting forward an article to this edition of "Open Journal of Pediatrics and Child Health (ISSN: 2640-7612)" before May 20, 2025?
Please send in a research paper, review paper, mini-review, or case study. We believe that a two-page paper will not be too time-consuming for someone of your calibre if you have short notice.
We are confident that you will always be available to help us.
We accept all groups related manuscripts like Mathematics & Physics Group, Chemistry Group, Biology Group, Pharma Group, Clinical Group, Medical Group, and Engineering


20:01 Sábado 10 de maio
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Dear Souza Yglesio Moyses...
Dear Souza Yglesio Moyses de, We are excited to extend an invitation for you to join us as a distinguished Speaker at the Infection 2025. Your ex...
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Samsung Ontem
Última chance de garantir o...
Conectando...
IR
Italy Infection 2025 | Rome 00:30
Para: Yglésio Moyses >
Responder A: infectious@sciconferenceconvention.com >
Dear Souza Yglesio Moyses de, Invitation to Speak at the Infection 2025
Dear Souza Yglesio Moyses de,
We are excited to extend an invitation for you to join us as a distinguished Speaker at the Infection 2025. Your expertise in the field of Infectious Diseases, making you an excellent fit for our Conference.
Event Details:
Conference Full Name: 8th Edition of World Congress on Infectious Diseases (HYBRID Event)
Venue: Rome, Italy and Online
Dates: June 9-11, 2025
Website: Conference Website
Reasons to Participate:
Professional Growth: Gain insights from industry leaders and fellow speakers on the latest advancements in the field.
Networking Opportunities: Engage with industry leaders and peers.
Share Your Knowledge: Present your research to a global audience.
Your expertise would be a tremendous asset to our attendees. As a first step, we kindly ask you to submit the title of your talk. We eagerly anticipate your participation and the valuable insights you will share.
Warm Regards
Tessa Orwell
Conference Manager
Infection 2025 | Rome, Italy

55th BRAZILIAN CONGRESS OF COLOPROCTOLOGY

September 7–10, 2006 - InterContinental Hotel - Rio de Janeiro

C E R T I F I C A T E

We hereby certify that the work

PROCTOCOLECTOMY WITH ILEAL POUCH – VIDEO-LAPAROSCOPIC ACCESS

by the author(s)

Lupinacci, R.A.; Pedroso, M.A.; Souza, Y.L.M.S.; Almeida, B.S.

was presented in the format

Video

Rio de Janeiro, September 10, 2006

João de Aguiar Pupo Neto
President

Francisco Lopes Paulo
Secretary

Amil

Itaú made for you

ETHICON ENDO-SURGERY
Johnson & Johnson
PROFESSIONAL PRODUCTS LTD.

I, Carolina Favero da Silva, 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 26, 2025.

55º CONGRESSO BRASILEIRO DE COLOPROCTOLOGIA

7 a 10 de setembro de 2006 • Hotel Inter.Continental • Rio de Janeiro

CERTIFICADO

Certificamos que o trabalho

PROCTOCOLECTOMIA COM BOLSA ILEAL-ACESSO VÍDEO-LAPAROSCÓPICO

do(s) autor(es)

Lupinacci,R.A.; Pedroso,M.A.; Souza,Y.L.M.S.; Almeida,B.S.

foi apresentado na forma

Vídeo

Rio de Janeiro, 10 de setembro de 2006

João de Aguiar Pupo Neto
Presidente

Francisco Lopes Paulo
Secretário

Amil

Itaú feito para você

ETHICON ENDO-SURGERY
Johnson & Johnson
PRODUTOS PROFISSIONAIS LTDA.

Exhibit C.II – Second Prong – Memberships

AMB
Brazilian Medical Association

Brazilian Medical Association
Brazilian College of Surgeons

Brazilian College of Digestive Surgery.

hereby confer the

TITLE OF SPECIALIST IN SURGERY OF THE DIGESTIVE SYSTEM

to



Dr. Yglésio Luciano Moyses Silva de Souza

for having passed the examination conducted following the standards established by the Brazilian Medical Association and the Brazilian College of Digestive Surgery.

São Paulo, October 9, 2009

Dr. José Luiz Gomes do Amaral
President of the AMB

Dr. Aldemir Humberto Soares
Secretary-General of the AMB

Dr. Nelson Adami Andreollo
President of the CBCD

Dr. Cláudio José Caldas Bresciani

AMB Brazilian Medical Association

ENTRY OF OFFICIAL LETTER ..... : 01/18/2010
REQUEST FOR ISSUANCE ..... : 01/28/2010
DISPATCH TO SOCIETY ..... : 03/16/2010
RETURN FROM SOCIETY ..... : 04/01/2010
REGISTRATION ..... : 04/05/2010
DISPATCH TO FEDERAL ..... : 04/19/2010
RECORD ..... : 112243

Katia Soares
SECRETARIAT OF SPECIALIST TITLES

(The President and the Acting Secretary-General signed on the date of registration.)

AMB Title valid until December 2014

FEDERAL COUNCIL OF MEDICINE
REGIONAL COUNCIL OF MEDICINE OF MARANHÃO

CERTIFICATE

The Regional Council of Medicine of Maranhão, following CFM Resolution No. 1.634/2002, hereby certifies that it has registered under No. 804 the qualification of the physician Yglésio Luciano Moyses Silva de Souza in the specialty of Digestive Surgery

São Luiz - MA 08/13/2010

-----//signature//-----

President of CRM - MA

NOTARY PUBLIC
12TH NOTARY PUBLIC OFFICE
Alameda Santos 1470 - São Paulo - SP - ZIP Code 01418-100
Bachelor Homero Santos - Notary Public - Phone (11) 3549-6277 - Fax (11)3254-6362

I hereby certify the authenticity of the signatures JOSE LUIZ GOMES DO AMARAL and ALDEMAR HUMBERTO SOARES, which match the signature specimens on file at this Notary Office.
São Paulo, April 06, 2010
In witness whereof,
Cleber Gonçalves - Authorized Clerk
100406161273S Signature:
12TH NOTARY PUBLIC OFFICE

Notarial College of Brazil
SIGNATURE 2
1042AA284879

I, Marina Viana Silva, certify that I, a qualified translator fluent in both languages, have performed the professional translation of this document from Portuguese to English and that the following is an accurate and complete translation of the document.

Marina Viana

Date: May 16, 2025.

AMB
Associação Médica Brasileira

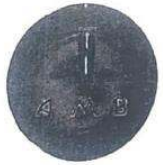
Associação Médica Brasileira

Colégio Brasileiro de Cirurgia Digestiva

conferem o

TÍTULO DE ESPECIALISTA EM CIRURGIA DO APARELHO DIGESTIVO

ao



Dr. Yglésio Luciano Moyses Silva de Souza

por ter obtido aprovação em concurso realizado segundo as normas estabelecidas pela Associação Médica Brasileira e o Colégio Brasileiro de Cirurgia Digestiva.

São Paulo, 9 de outubro de 2009

Dr. José Luiz Gomes do Amaral
Presidente da AMB

Dr. Aldemir Humberto Soares
Secretário Geral da AMB

Dr. Nelson Adami Andreollo
Presidente do CBCD

Dr. Cláudio José Galdas Bresciani

AMB ASSOCIAÇÃO MÉDICA BRASILEIRA

ENTRADA OFÍCIO	18/01/10
SOLICITAÇÃO CONFECÇÃO	28/01/10
SAÍDA P. SOCIEDADE	16/03/10
RETORNO DA SOCIEDADE	01/04/10
CADASTRAMENTO	05/04/10
SAÍDA P/ FEDERADA	19/04/10
REGISTRO	112243

Katiana Soares
SECRETARIA DE TÍTULOS DE ESPECIALISTA

(ASSINARAM O PRESIDENTE E O SECRETÁRIO GERAL EM EXERCÍCIO NA DATA DO REGISTRO)

AMB Título válido até dezembro/2014

CONSELHO FEDERAL DE MEDICINA
CONSELHO REGIONAL DE MEDICINA DO MA

CERTIFICADO

O Conselho Regional de Medicina do Maranhão, de acordo com a Resolução CFM nº 1.634/2002, certifica que registrou sob o nº 2014 a qualificação de(a) médico(a) [illegible] na especialidade de Cirurgia do Aparelho

São Luís - MA, 31/ /

Presidente do CRM -MA

TABELIÃO de NOTAS — CARTÓRIO DO 2º TABELIÃO DE NOTAS
Marcelo Rovai, 1.151 - São Paulo - SP - CEP 04815-100
BEL. ROBERTO BARRI - TABELIÃO - Tel. (11) 3246-6277 - Fax (11) 3284-6302

Reconheço por semelhança as firmas: JOSE LUIZ SOARES DO AMARAL, ALDEMIR HUMBERTO SOARES, as quais conferem com os padrões depositados em Cartório.
São Paulo, 16 de Abril de 2010
Em testemunho da verdade.
Cleber Gonçalves - Ferrente Autorizado

1004061612235 Firma: R$

FIRMA 2

1042AA284879

Foundation – São Paulo, July 22, 1988
Founder – Prof. Dr. Henrique Walter Pinotti
Representation – Chapters in 20 states and the Federal District
Number of members – More than 2,400 members

Speech by Prof. Dr. Henrique Walter Pinotti on the occasion of the founding of the Brazilian College of Digestive Surgery (CBCD):

With World War II, after 1945, surgery experienced rapid growth, a result of intense scientific and technological progress. At the Hospital das Clínicas of the University of São Paulo School of Medicine, my Professor Alipio Correa Neto, already at that time, foreseeing the future of surgery, felt the need to create centers of surgeons specialized in various fields.

Thus, the same model spread to several universities across the country. Digestive Surgery, among the various specialties, gradually gained prominence. Schools were established in various states and played an important medical and social role. Under these circumstances, countless surgeons specialized in digestive surgery were trained. However, in the last decade, numerous international acquisitions have marked the progress of gastroenterological surgery. This has also led to improvements in specialist training.

Seeking to keep pace with this evolution, several surgical schools across the country are preparing specialists with solid and in-depth knowledge. This is achieved through specialized residencies in digestive surgery, which consist of two years of internship in addition to the two years of general surgery residency.

Thus, they are considered professionals capable of performing or conducting diagnostics in cases of greater clinical complexity, as well as treating critically ill patients, and sufficiently capable of successfully performing major surgical interventions. Therefore, a surgeon with this profile, upon entering the job market, is immediately distinguished by their remarkable ability.

Furthermore, another notable development in academic training was the establishment of a specialized postgraduate program in Digestive System Surgery. This has trained countless young surgeons alongside professors and researchers. When enrolled in medical schools, they are agents of knowledge dissemination.
Therefore, these factors—residency and specialized postgraduate programs—have also contributed to the growth, in number and quality, of professional collaboration among digestive system surgeons.

Surgeons practicing digestive surgery, as a specialty, have enriched both the Brazilian College of Surgeons and the Brazilian Federation of Gastroenterology. Thus, they occupy important positions in these prestigious and renowned medical organizations.

However, Brazil lacked a medical entity that would house specialists in digestive system surgery. This was not only for the purpose of association, but also to promote the growth of both the specialty and the specialist. This, in turn, served the lofty social purpose of better serving patients.

The Brazilian College of Digestive Surgery must never lose sight of its social goals. By bringing together professionals who identify with these principles, a strong and united partnership can be created, thus gaining respect both within the medical community and within society.

Therefore, it is necessary to follow a practical and objective program, focusing actions on:

- In education
- It must be acknowledged that it is through education that the best professional qualifications are obtained. Education not only informs but also develops high-level professionals. They can develop their knowledge potential, know how to apply their resources correctly, and thus be able to benefit their patients.
- It should be emphasized that, knowing the limits of your competence, you will also be able to serve your patient while avoiding the worst consequence of the surgical procedure, which is iatrogenesis.
- In our school, in the area of education, we must develop the spirit so that each person who wishes to teach can find many who wish to learn. And, furthermore, the successes achieved in solid training serve as incentives for new doors of knowledge.
- Therefore, our objectives at the Brazilian College of Digestive Surgery are to provide training and professional development:
- Suggesting the structuring of curricular programs;
- Stimulate, supervise and evaluate postgraduate training;
- Establish training and teaching standards for the specialty;
- Accredit university or non-university services for training and teaching of the specialty;
- Promote continued teaching of digestive system surgery;
- Encourage exchanges by promoting visits by training groups to surgical services in the country;
- Sponsor training periods in the specialty of digestive system surgery services;
- Establish a program for the implementation and deployment of new digestive system surgery services.
- The College must be intensely active in other sectors with the aim of:
- Stimulate scientific and technological progress in the specialty;
- Grant the title of Specialist in Digestive System Surgery;
- Defend digestive system surgeons in their scientific, technical or professional interests before public or private bodies.

"With these goals fully achieved, our College will certainly contribute significantly to the advancement of the specialty, in addition to improving the qualifications of specialists. I therefore urge you to work together to strengthen and enhance the Brazilian College of Digestive Surgery!

President
Antônio Carlos L. Campos
Vice President
Paulo Herman

Secretary General
Wellington Andraus
Deputy Secretary
Claudemiro Quizere Jr.

Treasurer General
Rubens A. A. Sallum
Deputy Treasurer
Osvaldo Antônio Prado Castro

Scientific Director
Paulo Nassif
Deputy Scientific Director
Orlando Jorge Martin Torres

Communications Director
Ramiro Colleoni Neto
Director of Professional Advocacy
Ronaldo Mafia Cuenca
Deputy Director of Professional Advocacy
Fernando Antônio Siqueira Pinheiro
Director of Continuing Education
Ulysses Ribeiro Jr.
Director of International Relations
Richard Gurski
TECAD Director
Marco Aurelio Santo
Deputy TECAD Director
Fabrício Ferreira Coelho
Director of Graduate Studies
Jurandir Marcondes Ribas Filho

Vice Presidents of the Country's Regions
North: Rafael José Romero Garcia
Northeast: Álvaro A. Bandeira Ferraz
Midwest: José Eduardo de A. Nascimento
Southeast: Marcelo Enne de Oliveira
South: Júlio César Wiederkehr

President for the 2025/2026 Term

BRAZILIAN COLLEGE OF DIGESTIVE SURGERY CBCD

CNPJ: 61.569.372/0001-28

BYLAWS

CHAPTER 1 – NAME, HEADQUARTERS, AND DURATION

Article 1 – The Brazilian College of Digestive Surgery, hereinafter simply referred to as CBCD, founded on July 22, 1988, is a nonprofit civil association with a scientific nature, representing its member physicians, regardless of social class, nationality, gender, race, color, or religious belief, with headquarters and legal venue in the city of São Paulo, State of São Paulo, located at Avenida Brigadeiro Luiz Antônio, No. 278, 6th floor, rooms 10 and 11, ZIP Code 01318-901, and established for an indefinite term.

Sole Paragraph - CBCD qualifies as a medical specialty association, as recognized by the Brazilian Medical Association - AMB and the Federal Council of Medicine - CFM, exclusively representing, throughout the entire national territory, the member physicians who practice the specialty.

----//signature//----

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Surgery of the Digestive System, in compliance with legal requirements and the regulations of the Federal Council of Medicine - CFM and the Brazilian Medical Association - AMB;

X. To represent its members' rights and interests judicially and extrajudicially before public or private bodies;

XI. To publish a Scientific Journal in the field of Digestive System Surgery and related areas, distributed in print and/or digital form to members and accredited libraries, and/or to assign editorial rights to third parties, as well as to publish other publications of interest to its members, either by its own means or through third parties;

XII. To manage the administrative and financial aspects of its activities, business, and assets;

XIII. To administer the resources obtained, including but not limited to those arising from membership fees, donations, sponsorships, business activities, and others resulting from its operations, employing them in a manner that enables the maintenance and development of its social purposes;

XIV. To represent, through its National Board, the specialty of Digestive System Surgery before the Brazilian Medical Association - AMB and other related and relevant entities.

CHAPTER III – MEMBERS

Article 3 - CBCD is composed of members, natural persons or legal entities, with an unlimited number of Brazilian and foreign members:

Article 4 - The categories of CBCD members shall be the following:

I. Founding Members (FCBCD) are the physicians who participated in the founding of CBCD and are listed at the end of these Bylaws;

----//signature//----

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Notary Stamp

II. Honorary Members (HnCBCD) are physicians residing in the country, of proven - professional and ethical - merit, who are nominated and approved by the CBCD Board, as well as former CBCD Presidents;

III. Specialist Members (TeCBCD) are physicians specialized in digestive system surgery who have taken and passed the examinations to obtain the Specialist Title in Digestive System Surgery granted by CBCD and who meet the requirements set forth in Chapter II of the CBCD Internal Regulations;

IV. Full Members (TCBCD) are physicians graduated for at least five (5) years with proof of adequate training in the area through a certificate of residency in General Surgery or Digestive System Surgery for a period no less than two (2) years, granted by a program recognized by the National Commission for Medical Residency (CNRM) and/or other programs recognized by CBCD, and who meet the requirements set forth in Chapter II of the CBCD Internal Regulations;

V. Affiliated Members (ACBCD) are physicians or health professionals, duly registered with their respective Regional Professional Council, interested in the specialty of Digestive System Surgery and who meet the requirements set forth in Chapter II of the CBCD Internal Regulations;

VI. Emeritus Members (ECBCD) are Full Members or Specialist Members who have reached the minimum age of seventy (70) and have ten (10) consecutive years of membership dues payments, or the minimum age of seventy (70) with twenty (20) non-consecutive years of membership dues payments, while retaining all their statutory rights and duties;

VII. Residents (ReCBCD) are physicians enrolled in residency programs in General Surgery or Digestive System Surgery who are undergoing training in the specialty until they meet the basic requirements to join one of the membership categories described above, and who meet the requirements set forth in Chapter II of the CBCD Internal Regulations;

VIII. Undergraduate Students (AcCBCD) are students enrolled in undergraduate programs in medicine or health sciences at an accredited educational institution in Brazil, who are interested in the specialty of Digestive System Surgery and who meet the requirements set forth in Chapter II of the CBCD Internal Regulations;

IX. Benefactors are individuals or legal entities, Brazilian or foreign, residing in Brazil or abroad, nominated and approved by the Board of Directors, who have significantly

----//signature//----

Notary Stamp

Artigas, Guilherme Eurico Bastos da Cunha, Hélio Barbosa, Hélio Moreira, Henrique Ribeiro Neto, Henrique Walter Pinotti, Ivan Cecconello, Jesus Panchacon, João Batista Marchesini, Joaquim Gama-Rodrigues, Jonas de Faria Castro Filho, José Alfredo Reis Neto, Loreno Brentano, Luiz Rohde, Luiz Sérgio Leonardi, Mareei C.C. Machado, Marcos F. Moraes, Osvaldo Malafaia, Pedro Henrique Saraiva Leão, Reginaldo Ceneviva, William Abrão Saad and Zenon Rocha.

Article 70 - This Bylaws, with the approved reforms and amendments, revokes the previous ones and comes into effect on the date of its approval.

São Paulo, November 25, 2023

----//signature//----

Dr. Antonio Carlos Ligocki Campos

President of CBCD

----//signature//----

Dr. Francine Voltarelli Curtolo de Souza

OAB/SP No. 185.480

2nd Civil Registry Office of Legal Entities of the Capital of SP
TITLE NOT REGISTERED
Previously registered on: DEC 05 2023
Under the No. :33867

Suellen Sant'anna

26th

Authorized Clerk

Inspection Seal

Praça João Mendes, 42 – 1st Floor
ZIP Code 01501-000 – São Paulo – SP
Phones: (11)3111-9700
26@26notas.com.br

26th Notary Office
Paulo Roberto Gaiger Ferreira

I acknowledge and certify, at the bearer's request, by SIMILARITY, the signature of:
[LDYuUh49] – ANTONIO CARLOS LIGOCKI CAMPOS . . . . . .
. . . . . .
. . . . . .
. . . . . .
São Paulo, December 5, 2023

----//signature//----

(R$ 8.00 per rec)
Seal(s): 1044AA0441212

Valid only with authenticity seal

Suellen Sant'anna
Authorized Clerk

I, André Vinicius Inacio Penna Mello, 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 21, 2025.

Presidente
Antônio Carlos L. Campos
Vice-presidente
Paulo Herman

Secretário Geral
Wellington Andraus
Secretário Adjunto
Claudemiro Quizere Jr.

Tesoureiro Geral
Rubens A. A. Sallum
Tesoureiro Adjunto
Osvaldo Antônio Prado Castro

Diretor Científico
Paulo Nassif
Vice-diretor Científico
Orlando Jorge Martin Torres

Diretor de Comunicação
Ramiro Colleoni Neto
Diretor de Defesa Profissional
Ronaldo Mafia Cuenca
Vice Diretor de Defesa Profissional
Fernando Antônio Siqueira Pinheiro
Diretor de Educação Continuada
Ulysses Ribeiro Jr.
Diretor de Relações Internacionais
Richard R. Gurski
Diretor do TECAD
Marco Aurelio Santo
Diretor Adjunto do TECAD
Fabricio Ferreira Coelho
Diretor de Pós Graduação
Jurandir Marcondes Ribas Filho

Vice-Presidentes das Regiões do País
Norte: Rafael José Romero Garcia
Nordeste: Álvaro A. Bandeira Ferraz
Centro-Oeste: José Eduardo de A. Nascimento
Sudeste: Marcelo Enne de Oliveira
Sul: Júlio César Wiederkehr

Presidente Biênio 2025/2026

COLÉGIO BRASILEIRO DE CIRURGIA DIGESTIVA CBCD

CNPJ: 61.569.372/0001-28

ESTATUTO SOCIAL

CAPÍTULO I - DA DENOMINAÇÃO, SEDE E DURAÇÃO

Artigo 1º - O Colégio Brasileiro de Cirurgia Digestiva, doravante simplesmente designado como CBCD, fundado em 22 de julho de 1988, é uma associação civil, sem fins lucrativos, com caráter científico, representativa dos médicos a ele associados, independente de classe social, nacionalidade, gênero, raça, cor e crença religiosa, com sede e foro na cidade de São Paulo, Estado de São Paulo, situado à Avenida Brigadeiro Luiz Antônio, nº 278, 6º andar, salas 10 e 11, CEP 01318-901 e constituído por tempo indeterminado.

Parágrafo Único - O CBCD qualifica-se como associação de especialidade médica, assim reconhecida pela Associação Médica Brasileira - AMB e pelo Conselho Federal de Medicina - CFM, representando, com exclusividade em todo território nacional, os profissionais médicos associados que exercem a especialidade.

PRENOTADO
2º RCPJ-SP

videolaparoscópica, bem como Habilitação em Cirurgia Oncológica do Aparelho Digestivo e em Cirurgia Robótica do Aparelho Digestivo, obedecidas as determinações legais, assim como as normas do Conselho Federal de Medicina – CFM e da Associação Médica Brasileira - AMB;

X. Representar judicial e extrajudicialmente, perante órgãos públicos ou privados, os direitos e interesses de seus Associados;

XI. Editar Revista Científica no âmbito da especialidade de Cirurgia do Aparelho Digestivo e áreas afins, e distribuída em sua forma impressa e/ou digital, aos Associados e bibliotecas credenciadas, e/ou ceder os direitos editoriais à terceiros, bem como editar outras publicações de interesse de seus associados, por meios próprios ou de terceiros;

XII. Promover a gestão administrativa e financeira de suas atividades, negócios e bens próprios;

XIII. Administrar os recursos obtidos, inclusive, mas não se limitando, àqueles oriundos de contribuições associativas, doações, patrocínios, negócios e outros decorrentes de suas atividades, empregando-os de forma a viabilizar a manutenção e o desenvolvimento de suas finalidades sociais;

XIV. Representar, através de sua Diretoria Nacional, a especialidade de Cirurgia do Aparelho Digestivo, perante a Associação Médica Brasileira - AMB e nas demais entidades correlatas e pertinentes.

CAPÍTULO III – DOS ASSOCIADOS

Artigo 3° - O CBCD é constituído por associados, pessoas físicas ou jurídicas, em número ilimitado de associados brasileiros e estrangeiros.

Artigo 4° - Serão categorias de associados do CBCD as seguintes:

I. Fundadores (FCBCD), são os médicos que participaram da fundação do CBCD e listados ao final do presente Estatuto;

PRENOTADO
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II. Honorários (HnCBCD), são médicos residentes no País, de comprovado mérito - profissional e ético – e indicados e aprovados pela Diretoria do CBCD, bem como os Ex-Presidentes do CBCD;

III. Titulares Especialistas (TeCBCD), são médicos cirurgiões do aparelho digestivo que se submeteram e foram aprovados nas provas para obtenção do Título de Especialista em Cirurgia do Aparelho Digestivo concedido pelo CBCD e que se enquadrem nos requisitos previstos no Capítulo II do Regimento Interno do CBCD;

IV. Titulares (TCBCD), são médicos graduados há pelo menos 05 (cinco) anos e com comprovação de treinamento adequado na área, através de certificado de residência em Cirurgia Geral ou em Cirurgia do Aparelho Digestivo com período não inferior a 02 (dois) anos, outorgado por programa reconhecido pela Comissão Nacional de Residência Médica – CNRM e/ou outros programas reconhecidos pelo CBCD, e que se enquadrem nos requisitos previstos no Capítulo II do Regimento Interno do CBCD;

V. Afiliados (ACBCD), são médicos ou profissionais da área da saúde, regularmente inscritos no respectivo Conselho Regional da Profissão, interessados na especialidade de Cirurgia do Aparelho Digestivo e que se enquadrem nos requisitos previstos no Capítulo II do Regimento Interno do CBCD;

VI. Eméritos (ECBCD), são Associados Titulares ou Titulares Especialistas que tenham completado a idade mínima de 70 (setenta) anos e 10 (dez) anos de ininterrupta contribuição associativa ou a idade mínima de 70 (setenta) anos e 20 (vinte) anos alternados de recolhimento de contribuição associativa, conservando-se todos os seus direitos e deveres estatutários;

VII. Residentes (ReCBCD), são médicos residentes em Cirurgia Geral ou em Cirurgia do Aparelho Digestivo e que estejam em treinamento na especialidade, até completaram os requisitos básicos para o ingresso nas categorias supra descritas, e que se enquadrem nos requisitos previstos no Capítulo II do Regimento Interno do CBCD;

VIII. Acadêmicos (AcCBCD), são os estudantes de graduação, em instituição de ensino autorizada em território nacional, em medicina e da área da saúde, interessados na especialidade de Cirurgia do Aparelho Digestivo e que se enquadrem nos requisitos previstos no Capítulo II do Regimento Interno do CBCD;

IX. Beneméritos, são pessoas físicas ou jurídicas, brasileiras ou estrangeiras, residentes no País

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Damerau, Fernando Barroso, Giocondo Vilianova Artigas, Guilherme Eurico Bastos da Cunha, Hélio Barbosa, Hélio Moreira, Henrique Ribeiro Neto, Henrique Walter Pinotti, Ivan Cecconello, Jesus Pan-Chacon, João Batista Marchesini, Joaquim Gama-Rodrigues, Jonas de Faria Castro Filho, José Alfredo Reis Neto, Loreno Brentano, Luiz Rohde, Luiz Sérgio Leonardi, Mareei C.C. Machado, Marcos F. Moraes, Osvaldo Malafaia, Pedro Henrique Saraiva Leão, Reginaldo Ceneviva, William Abrão Saad e Zenon Rocha.

Artigo 70 - O presente Estatuto Social com as reformas e emendas aprovadas revoga os anteriores e entra em vigor na data de sua aprovação.

São Paulo, 25 de novembro de 2023

Dr. Antonio Carlos Ligocki Campos
Presidente CBCD

Dra. Francine Voltarelli Curtolo de Souza

OAB/SP nº 185.480

Av. Brigadeiro Luis Antonio, 278 - 6° andar - Salas 10 e 11
CEP: 01318-901 - Bela Vista - São Paulo, SP

2º Oficial de Registro Civil de Pessoa Jurídica da Capital de SP
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Prenotado em 05 DEZ 2023
Sob nº 183867



Praça João Mendes, 42 - 1º andar
CEP 01501-000 - São Paulo - SP
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26@26notas.com.br

26º Tabelionato de Notas
Paulo Roberto Gaiger Ferreira

Reconheço e dou fé, a pedido do portador, por SEMELHANÇA, a assinatura de:

LuDYuUh49 -ANTONIO CARLOS LIGOCKI CAMPOS.....

São Paulo, 05 de Dezembro de 2023

(R$8,00 por rec)
Selo(s):1044AA0441212
Válido somente com selo de autenticidade

Suellen Sant'anna
Escrevente Autorizado

2nd Notary Public Office of Deeds and Documents and Civil Registry of Legal Entities of the District of São Paulo

Registrar: Gentil Domingues dos Santos

Rua Senador Paulo Egídio, 72 cj. 110 – Sé
Phone: (11) 3101-5631 – Email: registro@2rtd.com.br – Website:

REGISTRATION FOR PURPOSES OF PUBLICITY AND ENFORCEABILITY AGAINST THIRD PARTIES

No. 161.540 of 08/18/2022

I hereby certify and attest that the paper document, consisting of **77 (seventy-seven) pages**, was submitted on 08/16/2022, duly recorded under protocol no. 178.114, electronically registered under no. **161.540**, and annotated in registration no. 29.028 in Registration Book A of this 2nd Civil Registry of Legal Entities of the District of São Paulo, on this date.

Name
BRAZILIAN COLLEGE OF DIGESTIVE SURGERY – CBCD
CNPJ No. 61.569.372/0001-28

Nature:
NEW BYLAWS

São Paulo, August 18, 2022

----//signature//----
Magali Martins Cardoso
Deputy Registrar

This certificate is an **integral and inseparable** part of the registration of the document described above.

Fees	State	Department of Finance	Civil Registry	Court of Justice
R$551.03	R$157.08	R$107.90	R$29.38	R$37.57
Public Prosecutor's Office	ISS (Tax on Service)	Transportation	Other Expenses	Total
R$26.73	R$11.55	R$0.00	R$0.00	R$921.24

To verify the full content of the document, visit the website: **servicos.cdtsp.com.br/validarregistro** and enter the key below or use a QR code reader.

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BRAZILIAN COLLEGE OF DIGESTIVE SURGERY CBCD

CNPJ: 61.569.372/0001-28

INTERNAL REGULATIONS

CHAPTER I – PRELIMINARY PROVISIONS

Article 1 - The Internal Regulations of the Brazilian College of Digestive Surgery - CBCD is a complementary set of rules to the CBCD's Bylaws, aimed at regulating and detailing the organization and internal procedures of the Entity.

Sole paragraph - It is the responsibility of the CBCD Executive Board to draft and approve, by majority of its members, this Internal Regulations, as well as to propose reforms and/or amendments, when appropriate, subject to the approval of the General Assembly.

CHAPTER II – MEMBERS OF CBCD

Article 2 - CBCD is composed of members, natural persons or legal entities, with an unlimited number of Brazilian and foreign members, in the following categories: Founding Members, Honorary Members, Full Specialist Members, Full Members, Residents, Undergraduate Students, Benefactors, and Foreign Members, in accordance with the statutory provisions set forth in Chapter III of the CBCD Bylaws.

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Sole paragraph - The member shall enjoy rights and have obligations without distinction of sex, color, religion, or political party affiliation.

Article 3 - The admission of Members shall be made through a formal application by the interested party to the CBCD and shall be submitted for approval by the National Board, in compliance with the terms and conditions set forth in the CBCD Bylaws and in this Internal Regulations, as well as respecting the conditions established for the categories of Members.

Paragraph 1 - The membership application referred to in the heading of this article may be obtained and completed on the official CBCD website and must be submitted along with the required documentation for each membership category.

Paragraph 2 - The membership admission application must be accompanied by the candidate's curriculum vitae and a letter of recommendation and introduction signed by up to 03 (three) founding members, and/or emeritus members, and/or specialist full members, and/or full members of the CBCD.

Article 4 – The **Founding Members** (FCBCD) are the physicians who participated in the founding of CBCD and are listed at the end of these Bylaws;

Article 5 – The **Honorary Members** (HnCBCD) are physicians who, throughout their professional lives, have demonstrated a high technical and ethical standard and who, at the discretion of the CBCD, serve as examples to their peers.

Article 6 - **Specialist Members** (TeCBCD) are physicians specialized in digestive system surgery who have taken and passed the examinations to obtain the Specialist Title in Digestive System Surgery granted by CBCD and must submit a copy of the specialist title upon joining the CBCD.

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Sole paragraph - To join the CBCD, the following documents must be submitted:

1. Letter of Introduction signed by three founding members and/or emeritus members and/or specialist members and/or full members;

2. Copy of ID and CPF or Driver's License;

3. Copy of CRM (Regional Council of Medicine registration);

4. Curriculum Vitae;

5. CBCD Specialist Title - TECAD.

Article 7 - Full Members (TCBCD) are physicians graduated for at least five (5) years with proof of adequate training in the area through a certificate of residency in General Surgery or Digestive System Surgery for a period no less than two (2) years, granted by a program recognized by the National Commission for Medical Residency and/or other programs recognized by CBCD, according to CBCD's Internal Regulations.

Sole paragraph - To join the CBCD, the following documents must be submitted:

1. Letter of Introduction signed by three founding members and/or emeritus members and/or specialist members and/or full members;

2. Copy of ID and CPF or Driver's License;

3. CRM;

4. Curriculum Vitae;

5. Graduation certificate;

6. Certificate of residency in General Surgery or Digestive System Surgery recognized by the CNRM or Specialist Title granted by other entities related to CBCD and recognized by the AMB (other specialties/fields of practice);

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7. Have at least 02 (two) of the following conditions:

Copy of the Full Member declaration of the CBC and/or certificate of specialist title in General Surgery recognized by the CBC and/or certificate of doctorate, habilitation, and full professor in surgery. (MD/PhD)

Article 8 – The **Emeritus Members** (ECBCD) are Full Members or Full Specialist Members who have reached the minimum age of 75 (seventy-five) years and have maintained 05 (five) consecutive years of membership contributions or 10 (ten) years of contributions, even if non-consecutive, while retaining all their rights.

Article 9 - **Residents** (ReCBCD) are physicians enrolled in residency programs in General Surgery or Digestive System Surgery who are undergoing training in the specialty until they meet the basic requirements to join one of the membership categories described above.

Sole paragraph - To join the CBCD, the following documents must be submitted:

1. Copy of ID and CPF or Driver's License;

2. Copy of CRM;

3. Curriculum Vitae;

4. Graduation certificate;

5. Declaration stating that they are currently enrolled in a residency program in Digestive Surgery.

Article 10 - Academic Members (AcCBCD) are medical undergraduate students who are interested in the specialty of Digestive Surgery, either individually or as part of specialty academic leagues.

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Sole paragraph - To join the CBCD, the following documents must be submitted:

1. Declaration of current enrollment in an undergraduate program;

2. Copy of ID and CPF or Driver's License;

3. Curriculum Vitae.

Article 11 - **Benefactors** are individuals or legal entities who have significantly contributed to CBCD and rendered outstanding services to Medicine, demonstrating unquestionable integrity.

Article 12 - **Foreign Members** are foreign physicians, digestive surgeons, or professionals engaged in related fields in their country, who have distinguished themselves in advancing Digestive Surgery and have rendered outstanding services to medicine and/or to CBCD.

Article 13 - The rights of the Members are:

I. To vote and be voted for in the elections for the elective positions of the CBCD and in the General Meetings, except for Affiliate Members, Resident Members, Benefactors, and Foreign Members, provided they are current with their membership dues by the date set for the election, in accordance with this Bylaws and the CBCD Internal Regulations;

II. Enjoy all prerogatives, services, and benefits offered by the CBCD, as provided in this Bylaws and its Internal Regulations;

III. File an appeal with the General Assembly against any act/decision of the National Board or the Fiscal Council, when considering themselves harmed by their decisions;

IV. Participate in all scientific, social, cultural, community, and advocacy activities of the CBCD;

V. Apply for the CBCD Specialist Title in Digestive System Surgery,

appeal to the Ordinary General Meeting.

Article 18 - Any member has the right to withdraw from the CBCD membership whenever they deem it necessary, by submitting a formal resignation request, either in print or by email, addressed to the CBCD National Board, which will arrange for the cancellation of their membership.

Article 19 - The CBCD Members are not directly or indirectly liable for the obligations assumed by CBCD.

CHAPTER III – STRUCTURE

Article 20 - The CBCD is composed of: Central Core; Regional Branches; Chapters; and Related Associations.

Article 21 - The CBCD shall have a Central Core located in the city of São Paulo, which will serve as the base for the development of the strategies defined as its purposes by the General Assemblies.

Sole paragraph - To fulfill its duties, the Central Core shall have administrative support according to its needs.

Article 22 - There shall be 05 (five) CBCD Regional Divisions corresponding to the 05 (five) geographical regions of the country: North, Northeast, Southeast, Midwest, and South, each represented by a Regional Vice President elected by direct vote as part of the same slate as the winning National and Executive Board and Fiscal Council.

Sole paragraph - The Regional headquarters shall be rotating according to the city of origin of the acting Vice-President.

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Article 23 - The Chapters are activity centers of the CBCD and are responsible for collaborating with the National Board in planning and executing activities aimed at fulfilling the social purposes of the CBCD.

Paragraph 1 - The Chapters may be equal in number to the federal states of Brazil and the Federal District, and Sectionals shall also be permitted.

Paragraph 2 - The Chapters will not have their own legal personality, nor administrative and financial autonomy; they will only have scientific and cultural autonomy, being administratively and financially subordinate to the CBCD National Board.

Paragraph 3 - The Chapters are prohibited from making decisions without the prior and express consent of the CBCD Executive Board.

Article 24 - The Chapters may operate in each of the States and in the Federal District, bearing the name of the corresponding Federative Unit, and their headquarters shall always be located in the Capital of the respective State or in the Federal District.

Article 25 - Chapters and Chapter Sections may be created, at the discretion of the National Board, whenever there are at least 06 (six) Founding, Emeritus, Full Specialist, and Full Members.

Article 26 - It is the prerogative of the National Board to appoint and designate the President of each Chapter, with the responsibility of choosing the other members of the Chapter's board being delegated to the President, whose term will end concurrently with that of the National Board.

Sole paragraph - The composition of the Chapters' Board must be filled by CBCD Members who are up to date with their social obligations.

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Article 27 - The Board shall be composed of a President, Secretary, and Treasurer.

Article 28 - It is the responsibility of the Chapter Board to:

I. Manage activities in the respective geographic unit;

II. Collaborate with the National Board in the preparation and promotion of events held in the Chapter's area;

III. Maintain ongoing contact with the National Board;

IV. Submit to the National Board an annual report of all Chapter activities by March 31 of the following year, as well as any financial statements and expenses.

Article 29 - According to financial and budgetary criteria and availability, the National Board may allocate funds to the Chapters for organizing events and courses.

Article 30 - The Associations Related to the Digestive System, private legal entities, nonprofit, and that do not represent medical specialty areas recognized by the Brazilian Medical Association, may affiliate with the CBCD.

Article 31 - To affiliate with the CBCD, the Association Related to the Digestive System must be a private legal entity, nonprofit, have its own legal personality, be governed by its own Articles of Association, and operate at a national or international level.

Sole paragraph - The Associations Related to the Digestive System affiliated with the CBCD must comply with the provisions of the CBCD Bylaws and this Internal Regulation.

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Article 32 - The association related to the digestive system will represent, before the CBCD, all activities pertaining to its area of expertise, and its rules will be respected by the CBCD.

Article 33 - Members of the Association related to the digestive system may belong to the CBCD membership roster, provided they comply with the rules of the CBCD Bylaws.

Article 34 - Associations related to the digestive system affiliated with the CBCD must enter into an agreement with the CBCD to grant discounts on membership fee amounts.

CHAPTER IV - ORGANS

Article 35 – The organs of the CBCD are: the General Assembly, the Board of Directors (National and Executive), the Fiscal Council, and the Working Committees, with the positions of the Board of Directors (National and Executive) and the Fiscal Council being elective, and the members of the Working Committees appointed by the Executive Board.

Paragraph 1 - The General Assembly, the Fiscal Council, and the Board of Directors (National and Executive) constitute the collective and governing body of the CBCD, operating in an organic and coordinated manner in accordance with the social objectives of the CBCD.

Paragraph 2 - The Working Committees are complementary and advisory structures to the National Board and shall be as many as necessary for the proper functioning of the CBCD, always aiming at the pursuit of its purposes; they may be permanent and/or special; they shall be composed of CBCD Members and established and appointed by the National Board.

Paragraph 3 - The positions of the Board of Directors (National and Executive) and the Fiscal Council are elective, while the members of the Working Committees shall be appointed by the Executive Board.

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Paragraph 4 - The individuals holding positions within the CBCD shall not receive any remuneration; likewise, no profits, benefits, or bonuses shall be distributed, in any form, to directors, members, or supporters.

Paragraph 5 - The term of office for elected positions within the CBCD shall be 02 (two) years, ending upon the inauguration of their successor.

Paragraph 6 - For the same elected positions, only one consecutive re-election shall be permitted.

Paragraph 7 - The elected positions of the CBCD shall be filled through a direct and secret electoral process, as provided for in these Internal Regulations and in the Bylaws of the CBCD.

SECTION I – GENERAL ASSEMBLY

Article 36 - The General Assembly is the sovereign body of the CBCD, with powers within the limits of the law and the Bylaws of the CBCD, and is composed of the Founding Members, Emeritus Members, Full Specialist Members, and Full Members who are current with their statutory obligations as of the date of the notice of convocation.

Article 37 – The responsibilities of the General Assembly are:

I. To elect the Board of Directors (National and Executive) and the Fiscal Council of the CBCD;

II. To swear in the elected members to the positions of the Board of Directors (National and Executive) and the Fiscal Council;

III. To review and deliberate, at the end of each term, on the report of the financial statements of revenues and expenses for the ended fiscal year, accompanied by the opinion of the Fiscal Council, and on the report of the CBCD activities carried out during the ended fiscal year;

IV. To review, discuss, and deliberate on general matters placed on the agenda;

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all these candidates must be eligible for their respective positions, pursuant to the Bylaws.

Paragraph 1 - Each member may run for only one position, and candidates are prohibited from holding multiple positions within the same slate or any position in another competing slate.

Paragraph 2 - Only complete slates will be accepted, with the express consent (in writing or by electronic means) of their members.

Paragraph 3 - The submission of slates for registration shall be made to the CBCD Secretariat, either in person or digitally, up to 30 (thirty) days prior to the date set for the elections, upon due protocol at the Secretariat.

Paragraph 4 - The withdrawal or death of any member of the slate(s) already registered shall not affect its eligibility and, if elected, the slate shall proceed with filling the vacant positions in accordance with the Bylaws of the CBCD.

Article 87 - The inauguration of the elected members shall take place at the General Assembly to be held during the CBCD National Congress of the election year and shall be conducted by the outgoing President.

CHAPTER VI - TITLE OF SPECIALIST IN DIGESTIVE SURGERY

Article 88 - The CBCD qualifies as a medical specialty association, duly recognized by the Brazilian Medical Association – AMB and by the Federal Council of Medicine – CFM, representing, exclusively throughout the national territory, the medical professionals associated with it who practice the specialty.

Article 89 - The CBCD's Title of Specialist in Digestive Surgery shall only be granted to CBCD Members.

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Article 90 - It is the responsibility of the CBCD to grant the CBCD's Title of Specialist in Digestive Surgery to members who meet the legal and regulatory requirements, as well as comply with the terms of the Public Notice, which shall adhere to the following principles:

I. The candidate must have graduated more than 04 (four) years prior to the date of the Public Notice;

II. Submit a curriculum vitae, in the form specified in the Public Notice;

III. Submit to written, academic credentials, and practical examinations;

IV. Submit a statement detailing the surgeries performed by the candidate, as provided for in the Public Notice.

Article 91 - The application must be accompanied by the candidate's curriculum vitae, proof of payment of the fee, and a formal request addressed to the President of the CBCD Specialist Certification Committee.

Article 92 - The examination for the granting of the Specialist Title in Digestive System Surgery by the CBCD shall be held on the date, time, location, and in the manner established by the CBCD and stated in the Public Notice.

Article 93 - The examination board for the practical exam shall be composed of 03 (three) CBCD Full Specialist Members appointed by the Specialist Title Committee.

Article 94 - The regulation of the exams shall be established by the Specialist Title Committee in its manual and published in a Public Notice.

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CHAPTER VII – FINAL AND GENERAL PROVISIONS

Article 95 - The assets of CBCD consist of movable and immovable property, legacies, donations, sponsorships, and grants of any nature that it may receive from individuals or legal entities, as well as the net income resulting from its statutory activities.

Sole paragraph - The CBCD shall apply all its income, resources, and any operating surpluses entirely within the national territory for the maintenance and development of its statutory objectives.

Article 96 - This Internal Regulation, with the amendments and reforms approved, revokes all previous versions and shall enter into force on the date of its approval.

São Paulo, June 23, 2022

----//signature//----
Dr. Luiz Augusto Carneiro D'Albuquerque

President of CBCD

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Dr. Francine Voltarelli Curtolo de Souza

OAB/SP No. 185.480

12th NOTARY OFFICE JOÃO ALBERTO GAUDENCI

12th NOTARY OFFICE OF SÃO PAULO – SP
Alameda Santos, 1.470 – São Paulo – SP – ZIP Code: 01418-100
JOÃO ALBERTO GAUDENCI – Interim Notary – Phone (11)3549-6277

I acknowledge by similarity one signature without economic value of LUIZ AUGUSTO CARNEIRO D ALBUQUERQUE and attest to its authenticity **********
****
Seal: S11042A0219486
SÃO PAULO, July 14, 2022. Time 12:58 PM
In witness ____ of the truth. Amount R$7.50
CLEBER GONCALVES - CLERK

Inspection Seal S11042AC0219485

Notary Stamp

I, André Vinicius Inacio Penna Mello, 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 23, 2025.

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2º Oficial de Registro de Títulos e Documentos e Civil de Pessoa Jurídica da Comarca de São Paulo

Oficial: Gentil Domingues dos Santos

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Tel.: (11) 3101-5631 - Email: registro@2rtd.com.br - Site:

REGISTRO PARA FINS DE PUBLICIDADE E EFICÁCIA CONTRA TERCEIROS

Nº 161.540 de 18/08/2022

Certifico e dou fé que o documento em papel, contendo 77 **(setenta e sete) páginas**, foi apresentado em 16/08/2022, o qual foi protocolado sob nº 178.114, tendo sido registrado eletronicamente sob nº **161.540** e averbado no registro nº 29.028 no Livro de Registro A deste 2º Oficial de Registro Civil de Pessoas Jurídicas da Comarca de São Paulo, na presente data.

Denominação
COLEGIO BRASILEIRO DE CIRURGIA DIGESTIVA CBCD
CNPJ nº 61.569.372/0001-28

Natureza:
NOVO ESTATUTO

São Paulo, 18 de agosto de 2022

Magali Martins Cardoso
Substituta do Oficial

Este certificado é parte **integrante e inseparável** do registro do documento acima descrito.

Emolumentos	Estado	Secretaria da Fazenda	Registro Civil	Tribunal de Justiça
R$ 551,03	R$ 157,08	R$ 107,90	R$ 29,38	R$ 37,57
Ministério Público	**ISS**	**Condução**	**Outras Despesas**	**Total**
R$ 26,73	R$ 11,55	R$ 0,00	R$ 0,00	R$ 921,24

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COLÉGIO BRASILEIRO DE CIRURGIA DIGESTIVA CBCD

CNPJ: 61.569.372/0001-28

REGIMENTO INTERNO

CAPÍTULO I - DAS DISPOSIÇÕES PRELIMINARES

Artigo 1° - O Regimento Interno do Colégio Brasileiro de Cirurgia Digestiva – CBCD é um regramento complementar ao Estatuto Social do CBCD e que tem como finalidade normatizar e detalhar a organização e os procedimentos internos da Entidade.

Parágrafo único – É atribuição da Diretoria Executiva do CBCD elaborar e aprovar, pela maioria dos seus membros, o presente Regimento Interno, bem como propor reforma e/ou emenda, quando pertinentes, *ad referendum* da Assembleia Geral.

CAPÍTULO II - DOS ASSOCIADOS DO CBCD

Artigo 2° - O CBCD é constituído por associados, pessoas físicas ou jurídicas, em número ilimitado de associados brasileiros e estrangeiros, nas seguintes categorias: Fundadores, Honorários, Titulares Especialistas, Titulares, Eméritos, Residentes, Acadêmicos, Beneméritos e Correspondentes Estrangeiros, conforme disposições estatutárias previstas no Capítulo III, do Estatuto Social do CBCD.

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Parágrafo Único - O associado usufruirá de direitos e terá obrigações sem distinção de sexo, cor, religião ou concepção político partidária.

Artigo 3º - A admissão de Associados se fará mediante requerimento formal do interessado ao CBCD e será submetida à aprovação da Diretoria Nacional, obedecendo-se os termos e as condições previstas no Estatuto Social do CBCD e neste Regimento e respeitando-se as condições previstas nas categorias de Associados.

Parágrafo 1º - O requerimento de filiação previsto no caput deste artigo poderá ser obtido e preenchido no site oficial do CBCD, devendo ser enviado com a documentação necessária para cada categoria associativa.

Parágrafo 2º – O requerimento de admissão associativa deverá estar acompanhado do *curriculum vitae* do candidato e de carta de indicação e apresentação subscrita por até 03 (três) Associados fundadores, e/ou eméritos, e/ou titulares especialistas, e/ou titulares do CBCD.

Artigo 4º - Os **Associados Fundadores** (FCBCD), são os médicos que participaram da fundação do CBCD e listados ao final do Estatuto Social do CBCD.

Artigo 5º - Os **Associados Honorários** (HnCBCD), são médicos que durante sua vida profissional tenham demonstrado elevado padrão técnico e ético e que, a critério do CBCD, sirvam de exemplo aos seus pares.

Artigo 6º - Os **Associados Titulares Especialistas** (TeCBCD), são médicos cirurgiões do aparelho digestivo que se submeteram e foram aprovados nas provas para obtenção do Título de Especialista em Cirurgia do Aparelho Digestivo do CBCD e deverão apresentar na filiação ao CBCD a cópia do título de especialista.

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2º RCPJ-SP

Parágrafo Único – Para filiação ao CBCD, deverão enviar a seguinte documentação:

1. Carta de Apresentação assinada por três membros fundadores e/ou eméritos e/ou titulares especialistas e/ou titulares;
2. Cópia do RG e CPF ou CNH;
3. Cópia do CRM;
4. Curriculum Vitae;
5. Título de Especialista do CBCD – TECAD.

Artigo 7° - Os **Associados Titulares** (TCBCD), são médicos graduados há pelo menos 05 (cinco) anos e com comprovação de treinamento adequado na área, através de certificado de residência em Cirurgia Geral ou em Cirurgia do Aparelho Digestivo com período não inferior a 02 (dois) anos, outorgado por programa reconhecido pela Comissão Nacional de Residência Médica e/ou outros programas reconhecidos pelo CBCD, conforme Regimento Interno do CBCD.

Parágrafo Único - Para filiação ao CBCD, deverão enviar a seguinte documentação:

1. Carta de Apresentação assinada por três membros fundadores e/ou eméritos e/ou titulares especialistas e/ou titulares
2. RG e CPF ou CNH;
3. CRM;
4. Curriculum Vitae;
5. Certificado de graduação;
6. Certificado de residência em Cirurgia Geral ou em Cirurgia do Aparelho Digestivo reconhecido pelo CNRM ou Título de especialista; outorgado por outras entidades correlatas ao CBCD e reconhecidas pela AMB (outras espec./área de atuação);

PRENOTADO
2° RCPJ-SP

7. Ter pelo menos 02 (duas) das condições abaixo:

   Cópia da declaração de Membro titular do CBC e/ou certificado de título de especialista em Cirurgia Geral reconhecido pelo CBC e/ou certificado de doutorado, livre docência e professor titular em cirurgia. (MD/PhD)

Artigo 8° - Os **Associados Eméritos** (ECBCD) - são Associados Titulares ou Titulares Especialistas que tenham completado a idade mínima de 75 (setenta e cinco) anos e 05 (cinco) anos de ininterrupta contribuição associativa ou 10 (dez) anos de recolhimento, ainda que de forma alternada, da contribuição associativa, conservando-se todos os seus direitos.

Artigo 9° - Os **Associados Residentes** (ReCBCD), são médicos residentes em Cirurgia Geral ou em Cirurgia do Aparelho Digestivo e que estejam em treinamento na especialidade, até completaram os requisitos básicos para o ingresso nas categorias supra descritas.

Parágrafo Único – Para filiação ao CBCD, deverão enviar a seguinte documentação:

1. Cópia do RG e CPF ou CNH;
2. Cópia do CRM;
3. Curriculum Vitae;
4. Cópia do certificado de graduação;
5. Declaração que está cursando a residência em cirurgia do aparelho digestivo.

Artigo 10 – Os **Associados Acadêmicos** (AcCBCD), são os estudantes de graduação de medicina e interessados na especialidade de Cirurgia do Aparelho Digestivo, de forma individual ou como parte de ligas da especialidade.

PRENOTADO
2º RCPJ-SP

Parágrafo Único – Para filiação ao CBCD, deverão enviar a seguinte documentação:

1. Declaração de que está cursando a graduação;
2. Cópia do RG e CPF ou CNH;
3. Curriculum Vitae.

Artigo 11 - Os **Beneméritos**, são pessoas físicas ou jurídicas que de forma significativa colaboraram com o CBCD e prestaram relevantes serviços à Medicina e com indiscutível idoneidade.

Artigo 12 - Os **Correspondentes Estrangeiros**, são médicos estrangeiros, cirurgiões do Aparelho Digestivo ou atividade afim em seu país e tenham se distinguido no progresso da Cirurgia do Aparelho Digestivo e prestado relevantes serviços à medicina e/ou ao CBCD.

Artigo 13 - São direitos dos Associados:

I. Votar, e serem votados, nas eleições para os cargos eletivos do CBCD e nas Assembleias Gerais, exceto os Associados Acadêmicos, Residentes, Beneméritos e Correspondentes Estrangeiros, e desde que estejam quites com as suas contribuiçoes associativas até a data prevista para a eleição, na forma constante neste Estatuto e no Regimento Interno do CBCD;

II. Gozar de todas as prerrogativas, dos serviços e dos benefícios oferecidos pelo CBCD, na forma prevista neste Estatuto e seu Regimento Interno;

III. Interpor recurso à Assembleia Geral contra qualquer ato/decisão da Diretoria Nacional ou do Conselho Fiscal, quando se julgar prejudicado por suas decisões;

IV. Participar de todas as ações científicas, sociais, culturais, comunitárias e de defesa do CBCD;

V. Candidatar-se ao título de Especialista em Cirurgia do Aparelho Digestivo do CBCD,

PRENOTADO
2º RCPJ-SP

recurso à Assembleia Geral Ordinária.

Artigo 18 - É direito de qualquer associado excluir-se do quadro associativo do CBCD, quando julgar necessário, devendo protocolar requerimento formal, impresso ou por e-mail, de demissão, dirigido à Diretoria Nacional do CBCD, que providenciará o cancelamento de sua filiação.

Artigo 19 – Os Associados do CBCD não respondem direta ou indiretamente pelas obrigações sociais assumidas pelo CBCD.

CAPÍTULO III- DA ESTRUTURA

Artigo 20 – O CBCD é constituído por: Núcleo Central; Regionais; Capítulos e Associações Afins.

Artigo 21 - O CBCD terá um Núcleo Central localizado na cidade de São Paulo que servirá de base para o desenvolvimento das estratégias definidas como suas finalidades pelas Assembleias Gerais.

Parágrafo único - Para realização de seus encargos o Núcleo Central contará com suporte administrativo, conforme suas necessidades.

Artigo 22 - Existirão 05 (cinco) Regionais do CBCD relativas às 05 (cinco) regiões geográficas do País: Norte, Nordeste, Sudeste, Centro-Oeste e Sul, representadas por um Vice-Presidente Regional, eleito pelo voto direto e por meio da mesma chapa de Diretoria (Nacional e Executiva) e Conselho Fiscal vencedora.

Parágrafo único - A sede da Regional será rotativa de acordo com a cidade de origem do Vice-Presidente em exercício.

PRENOTADO
2º RCPJ-SP

Artigo 23 - Os Capítulos são núcleos de atividades do CBCD e responsáveis por colaborar com a Diretoria Nacional no planejamento e na execução das atividades que visam cumprir as finalidades sociais do CBCD.

Parágrafo 1º - Os Capítulos poderão ser em igual número ao dos estados federativos do Brasil e Distrito Federal, permitindo-se, ainda Seccionais.

Parágrafo 2º - Os Capítulos não terão personalidade jurídica propria, nem autonomia administrativa e financeira, apenas possuirão autonomia científica e cultural, subordinando-se, administrativa e financeiramente, à Diretoria Nacional do CBCD.

Parágrafo 3º - É vedado aos Capítulos tomarem decisões sem a prévia e expressa anuência da Diretoria do CBCD.

Artigo 24 - Os Capítulos poderão funcionar em cada um dos Estados e no Distrito Federal, recebendo a denominação da Unidade Federativa correspondente e sua sede será sempre na Capital da referida Unidade ou Distrito Federal.

Artigo 25 - Poderão ser criados, à critério da Diretoria Nacional, Capítulos e Seccionais dos Capítulos quando houver pelo menos 06 (seis) Associados Fundador, Emérito, Titular Especialista e Titular.

Artigo 26 – É prerrogativa da Diretoria Nacional indicar e designar o Presidente de cada Capítulo, ficando a cargo deste a escolha dos demais membros da diretoria do Capítulo, cujo mandato se extinguirá concomitantemente com o mandato da Diretoria Nacional.

Parágrafo Único – A composição da Diretoria dos Capítulos deverá ser ocupada por Associados do CBCD em dia com suas obrigações sociais.

PRENOTADO
2º RCPJ-SP

Artigo 27 – A Diretoria será composta de Presidente, Secretário e Tesoureiro.

Artigo 28 - Compete à Diretoria do Capítulo:

I. Dirigir as atividades na respectiva unidade geográfica;

II. Colaborar com a Diretoria Nacional no preparo e promoção de eventos realizados na área do Capítulo;

III. Manter permanente contato com a Diretoria Nacional;

IV. Encaminhar à Diretoria Nacional relatório anual de todas as atividades do Capitulo até 31 de março do ano seguinte, bem como eventual prestação de contas e despesas.

Artigo 29 – Conforme critério e disponibilidade financeira e orçamentária, a Diretoria Nacional poderá disponibilizar aos Capítulos um valor para realizarem eventos e cursos.

Artigo 30 - As Associações Afins ao Aparelho Digestivo, pessoas jurídicas de direito privado, sem fins lucrativos, e que não representem áreas de especialidade médica reconhecidas pela Associação Médica Brasileira, poderão filiar-se ao CBCD.

Artigo 31 - Para filiar-se ao CBCD, a Associação Afim ao Aparelho Digestivo deverá ser pessoa jurídica de direito privado, sem fins lucrativos, possuir personalidade jurídica própria, ser regida por um Estatuto Social próprio e ter atuação de âmbito nacional ou internacional.

Parágrafo Único - As Associações Afins ao Aparelho digestivo filiada ao CBCD deverá cumprir os dispositivos do Estatuto Social do CBCD e deste Regimento Interno.

PRENOTADO
2º RCPJ-SP

Artigo 32 - A associação afim ao aparelho digestivo representará, perante o CBCD, todas as atividades pertinentes a sua área de atuação e suas regras serão respeitadas pelo CBCD.

Artigo 33 - Os Associados da Associação Afim ao aparelho digestivo poderão pertencer ao quadro associativo do CBCD, desde que respeitadas as regras do Estatuto Social do CBCD.

Artigo 34 - As associações Afins ao aparelho digestivo filiadas ao CBCD, deverão firmar convênio com o CBCD para concessão de descontos nos valores das contribuições associativas.

CAPÍTULO IV – DOS ÓRGÃOS

Artigo 35 – São órgãos do CBCD: a Assembleia Geral, a Diretoria (Nacional e Executiva), o Conselho Fiscal e as Comissões de Trabalho, sendo eletivos os cargos de Diretoria (Nacional e Executiva) e do Conselho Fiscal e os membros das Comissões de Trabalho indicados pela Diretoria Executiva.

Parágrafo 1º – A Assembleia Geral, o Conselho Fiscal e a Diretoria (Nacional e Executiva) constituem o corpo coletivo e diretivo do CBCD que atuam de forma orgânica e articulada em função do objetivos sociais do CBCD.

Parágrafo 2º - As Comissões de Trabalho são estruturas complementares e de assessoramento da Diretoria Nacional e serão tantas quanto forem necessárias para o bom andamento do CBCD, sempre buscando a persecução de suas finalidades; podendo, ainda, ser permanentes e/ou especiais; serão constituídas por Associados do CBCD e criadas e nomeados pela Diretoria Nacional.

Parágrafo 3º – São eletivos os cargos de Diretoria (Nacional e Executiva) e do Conselho Fiscal, sendo que os membros das Comissões de Trabalho serão indicados pela Diretoria Executiva.

PRENOTADO
2º RCPJ-SP

Parágrafo 4º - Os ocupantes dos cargos do CBCD não serão remunerados; igualmente não serão distribuídos, sob nenhuma forma, lucros, vantagens ou bonificações a dirigentes, associados ou mantenedores.

Parágrafo 5º - O mandato de cargo eletivo do CBCD será de 02 (dois) anos, encerrando-se com a posse do seu sucessor.

Parágrafo 6º - Para os mesmos cargos eletivos será permitida uma única reeleição consecutiva.

Parágrafo 7º - Os cargos eletivos do CBCD serão preenchidos após processo eleitoral direto e secreto, conforme previsto neste Regimento Interno e no Estatuto Social do CBCD.

SEÇÃO I – DA ASSEMBLEIA GERAL

Artigo 36 - A Assembleia Geral é o órgão soberano do CBCD, com poderes, nos limites da legislação e no Estatuto Social do CBCD, sendo constituída pelos Associados Fundadores, Eméritos, Titulares Especialistas e Titulares que estejam em dia com suas obrigações estatutárias à data da convocação.

Artigo 37 – Compete à Assembleia Geral:

I. Eleger a Diretoria (Nacional e Executiva) e o Conselho Fiscal do CBCD;

II. Dar posse aos membros eleitos aos cargos de Diretoria (Nacional e Executiva) e do Conselho Fiscal;

III. Apreciar e deliberar, ao término de cada gestão, o relatório das demonstrações financeiras de receitas e despesas do exercício findo, acompanhado do parecer do Conselho Fiscal, e o relatório das atividades do CBCD realizadas no exercício findo;

IV. Apreciar, discutir e deliberar sobre assuntos gerais pautados como ordem do dia;

PRENOTADO
2º RCPJ-SP

sendo que todos estes candidatos devem ser elegíveis para os cargos respectivos, nos termos do Estatuto Social.

Parágrafo 1º - Cada associado poderá candidatar-se a um único cargo, sendo vedado aos candidatos a acumulação de outros cargos da mesma chapa ou qualquer cargo de outra chapa concorrente.

Parágrafo 2º - Somente serão aceitas chapas completas, com a expressa anuência (em papel ou por meios eletrônicos) dos seus componentes.

Parágrafo 3º - A apresentação das chapas para inscrição far-se-á na Secretaria do CBCD, de forma presencial ou digital, em até 30 (trinta) dias antes da data fixada para as eleições, mediante o devido protocolo na Secretaria.

Parágrafo 4º - A desistência ou morte de algum dos componentes da (s) chapa (s) já inscrita não prejudicará a elegibilidade da mesma que, se eleita, procederá ao preenchimento dos cargos vagos consoantes o Estatuto Social do CBCD.

Artigo 87 - A posse dos eleitos será na Assembleia Geral a ser realizada no Congresso Nacional do CBCD do ano eleitoral e pelo Presidente do exercício findo.

CAPÍTULO VI - DO TÍTULO DE ESPECIALISTA EM CIRURGIA DIGESTIVA

Artigo 88 - O CBCD qualifica-se como associação de especialidade médica, assim reconhecida pela Associação Médica Brasileira - AMB e pelo Conselho Federal de Medicina - CFM, representando, com exclusividade em todo território nacional, os profissionais médicos associados que exercem a especialidade.

Artigo 89 - O Título de Especialista em Cirurgia Digestiva do CBCD somente será concedido aos Associados do CBCD.

PRENOTADO
2º RCPJ-SP

Artigo 90 - Compete ao CBCD conceder Títulos de Especialista em Cirurgia do Aparelho Digestivo do CBCD aos associados que cumprirem as exigências legais e regimentais, bem como atender os termos do Edital de Convocação que deverá obedecer aos seguintes princípios:

I. O candidato deverá ser formado há mais de 04 (quatro) anos da data do edital;

II. apresentar curriculum vitae, na forma especificada no edital;

III. Submeter-se às provas escrita, de títulos e prática;

IV. Apresentar declaração, na qual conste detalhadamente às cirurgias realizadas pelo candidato, conforme previsto no Edital.

Artigo 91 - A inscrição deverá ser acompanhada pelo curriculum vitae do candidato, pagamento de taxa e requerimento dirigido ao Presidente da Comissão de Títulos de Especialistas do CBCD.

Artigo 92 – O exame para concessão do Título de Especialista em Cirurgia do Aparelho Digestivo do CBCD será realizado em data, horário, local e forma estabelecida pelo CBCD e constantes no Edital.

Artigo 93 - A banca examinadora da prova prática será constituída por 03 (três) Associados Titulares Especialistas do CBCD e indicados pela Comissão de Título de Especialista.

Artigo 94 - A regulamentação das provas será realizada pela Comissão de Título de Especialista em seu manual e divulgada em edital.

PRENOTADO
2º RCPJ-SP

CAPÍTULO VII - DAS DISPOSIÇÕES FINAIS E GERAIS

Artigo 95 - O patrimônio do CBCD é constituído de bens móveis e imóveis, legados, doações, patrocínios e subvenções de qualquer natureza que venha a receber de pessoas físicas ou jurídicas, assim como o resultado líquido proveniente de suas atividades estatutárias.

Parágrafo Único - O CBCD aplicará integralmente suas rendas, recursos e eventuais resultados operacionais no território nacional e na manutenção e desenvolvimento de seus objetivos estatutários.

Artigo 96 - Este Regimento Interno com as reformas e emendas aprovadas revoga os anteriores e entrar em vigor na data de sua aprovação.

São Paulo, 23 de junho de 2022

Dr. Luiz Augusto Carneiro D'Albuquerque

Presidente CBCD

Dra. Francine Voltarelli Curtolo de Souza

OAB/SP nº 185.480

12º TABELIÃO de NOTAS JOÃO ALBERTO GAUDENCI
CARTÓRIO DO 12º TABELIÃO DE NOTAS DE SÃO PAULO-SP
Alameda Santos, 1.470 - São Paulo - SP - Cep 01418-100
JOÃO ALBERTO GAUDENCI - TABELIÃO INTERINO - Tel. (11) 3549-6277

Reconheço por semelhança 01 firma sem valor econômico de LUIZ AUGUSTO CARNEIRO D ALBUQUERQUE e dou fé.
Selo: S11042AC0219485
SAO PAULO, 14 de Julho de 2022. Hr. 12:58
Em Testemunho _____ da verdade. Vr. R$7,50
CLEBER GONCALVES - ESCREVENTE

12º TABELIÃO DE NOTAS SANTOS 1470 Cleber Gonçalves Escrevente Autorizado

Colégio Brasileiro de Cirurgia Digestiva - CBCD
CNPJ: 61569372/0001-28
Av. Paulista, 278, 6º andar, salas 10 e 11, Bela Vista, São Paulo-SP, Cep:01318-901
www.cbcd.org.br | faleconosco@cbcd.org.br | Tel: (11) 32666201 | Whatsapp: (11) 932994844

PRENOTADO 2º RCPJ-SP

2025 – 2026 Regionals Directorates



Paulo Kassab
President



Marco Aurélio Santo
Vice President



Richard Ricachenevsky Gurski
Secretary General



Wellington Andraus
Deputy Secretary



Osvaldo Antonio Prado Castro
Treasurer



Fernando Antonio Siqueira Pinheiro
Deputy Treasurer

Rubens Antonio Aissar Sallum

MONITOR NAME

UPDATE LATTES

Graduated in Medicine from the Faculty of Medicine of USP (1982), Medical Residency in General Surgery (1984) and Digestive System Surgery (1986) at the Hospital das Clínicas of the Faculty of Medicine of USP, Preceptor of Digestive System Surgery (1987) Assistant Physician of the Esophageal Surgery Service of the Hospital das Clínicas of FMUSP (1989-2007) Doctorate in Medicine (Digestive System Surgery) from the University of São Paulo (1996). Full Professor of the Discipline of Digestive System Surgery - FMUSP 2015. Former Full Member of the Department of Abdominal Surgery of Hospital ACCamargo (1998 to 2008) Currently he is Director of the Esophageal Surgery Service of the Hospital das Clínicas of the Faculty of Medicine of USP. Specialist titles in: Intensive Care, Digestive System Surgery, Coloproctology, and Qualification in Videosurgery of the Digestive System and Advanced Robotic Surgery. Former Director for two terms on the World Executive Committee of ISDE (International Society for Diseases of the Esophagus). Current Director of the Southeast Region of CBCD - Brazilian College of Digestive Surgery.

Information collected from Lattes on 04/07/2025



Prof. Dr. Paulo Herman is currently the Chief of the Liver Surgery and Portal Hypertension Service at the Hospital das Clínicas, School of Medicine, University of São Paulo, and an Associate Professor in the Department of Gastroenterology. He graduated in Medicine from the University of São Paulo and completed his residency in General Surgery and Digestive System Surgery at the Hospital das Clínicas, FMUSP. He holds a PhD in Medicine from the University of São Paulo (1997) and is a Full Professor from the University of São Paulo (2007). He has experience in Medicine, with an emphasis on Gastroenterological Surgery, working primarily in hepatobiliary and pancreatic surgery. His research interests include the study of the hemodynamics of portal hypertension and the study of histological and molecular prognostic factors in liver metastases from colorectal cancer.

Email: pherman@uol.com.br

Access Prof. Dr. Paulo Herman's Lattes CV

Access the Pubmed works of Prof. Dr. Paulo Herman

Marco Aurelio Santo

Address to access this CV: http://lattes.cnpq.br/5427221669223755
ID Lattes: **5427221669223755**
Last updated: 21/03/2025

Associate Professor of the Discipline of Digestive System Surgery at the Faculty of Medicine of the University of São Paulo, with Associate Professorship from the University of São Paulo (2014), he is Director of the Bariatric and Metabolic Surgery Unit at the Hospital das Clínicas of the Faculty of Medicine of São Paulo. USP. Graduated in Medicine from the University of São Paulo (1985), Master's (1995) and Doctorate (2000) in Digestive System Surgery from the University of São Paulo and Post-doctorate as Research Fellow at the University of Southern California, in Los Angeles during the year 2004. Specialist in Digestive System Surgery and full member of the Brazilian College of Digestive Surgery (CBCD), is a full member of the Brazilian College of Surgeons (CBC), Brazilian Society of Bariatric and Metabolic Surgery (SBCBM), Brazilian Association of Gastric Cancer (ABCG), Brazilian Society of Laparoscopic and Robotic Surgery (SOBRACIL) and International Societies: American Society for Bariatric and Metabolic Surgery (ASBMS), Society for Surgery of the Alimentary Tract (SSAT) and the International Federation for Surgery of Obesity and Metabolic Disorders (IFSO). Participated in more than 138 Judging Committees for Masters, Doctorates and Competitions. He has more than 160 articles published in National and International Medical Journals, with more than 380 works presented at National and International Medical Congresses. Author of 63 national and 15 international book chapters. He gave more than 400 lectures at medical courses and events. Supervised 7 scientific initiation students; 6 Master's and 6 Doctoral students, co-supervised. Currently supervises 1 scientific initiation student, 1 master's degree and 2 doctorates. He is part of the Executive Committee of the National Board and is President of the Specialist Title Committee of the Brazilian College of Digestive Surgery - CBCD. It has important lines of research related to obesity, bariatric and metabolic surgery, with assistance activities especially focused on laparoscopic and robotic surgery. **(Text informed by the author)**

Jurandir Marcondes Ribas Filho

MONITOR NAME

UPDATE LATTES

He holds a degree in Medicine from the Evangelical Faculty of Paraná (1977), a degree in Medical Internship from the Evangelical University Hospital of Curitiba (1977), a Master's degree in Postgraduate Course in Morphology from the Federal University of Paraná (1983), a Master's degree in Postgraduate Course in Clinical Surgery from the Federal University of Paraná (1987) and a Doctorate in Postgraduate Course in Clinical Surgery from the Federal University of Paraná (1994). He is currently a Full Professor at the Evangelical Faculty of Paraná, Collegiate Member (Master's and Doctorate) of the Evangelical Faculty of Paraná, Full Member of the Paraná Academy of Medicine, Full Member - Brazilian College of Surgeons, Full Member - Brazilian College of Digestive Surgery, Fellow of the International College of Surgeons, Former President of the Medical Association of Paraná, Former Master of the Chapter of the Brazilian College of Surgeons of the Paraná Chapter, Former President of the Brazilian College of Digestive Surgery Chapter of Paraná, Former Academic Director of the Brazilian Medical Association; Consultant of CAPES (1996-2000). He is currently Vice-President of the Brazilian Medical Association - South Central Region. Member of the Editorial Board of the Journal of the Medical Association of Paraná; Brazilian Archives of Digestive Surgery - ABCD; Consultant Reviewer of SciELO Brazil / BIREME. In 2011 he received the Honorary Honor of Curitiba, by the City Council. Areas of interest: General Surgery and Digestive System Surgery.

DR. WELLINGTON ANDRAUS

gPkPOQ/featured)

Performance

- Affiliated Professor at the ABC School of Medicine
- Full Professor of the Department of Gastroenterology at FMUSP (2013)
- Professor of the USP Graduate Program
- Surgeon (since 2001) and Coordinator of the Liver Transplant Service (since 2014) at the University of São Paulo Hospital das Clínicas – HCFMUSP
- Deputy Treasurer, Brazilian College of Digestive Surgery

My Training and Specializations

- Graduated in Medicine from the State University of Londrina (1996)
- Medical Residency in General Surgery at the University of São Paulo (1997-1999)
- Medical Residency in Digestive System Surgery at the University of São Paulo (1999-2001)
- Specialist in Digestive System Surgery from the Brazilian College of Digestive Surgery (2000)
- Qualification in Videosurgery of the Digestive System by the Brazilian College of Digestive Surgery (2001)
- Preceptor in the Digestive System Surgery Discipline, HCFMUSP (2001)
- Qualification in Oncological Surgery from the Brazilian College of Digestive Surgery (2002)
- Master's Degree in Medicine (Digestive System Surgery) from the University of São Paulo (2003)

- Specialization in Hepatobiliary Surgery from Hôpital Beaujon, Paris, France (2006-2007)
- Fellowship in Living Donor Liver Transplantation – ASAN MEDICAL CENTER, Seoul, South Korea (2008)

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Awards

- Madame Durocher Award. Work: “World’s First Birth After Uterine Transplantation with a Deceased Donor,” ANM – National Academy of Medicine
- Uterine Sputum with Deceased Donor”, ANM – National Academy of Medicine

Member

- Member of the Societies: Brazilian College of Surgeons (CBC)
- Brazilian College of Digestive Surgery (CBCD)
- Brazilian Association of Organ Transplantation (ABTO)
- Brazilian Society of Hepato-Pancreato-Biliary Surgery (SBC-HPB)
- São Paulo Association for the Study of the Liver (APEF)
- International Liver Transplantation Society (ILTS)
- Americas Hepato-Pancreato-Biliary Association (AHPBA)
- International Hepato-Pancreato-Biliary Association (IHPBA)

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(51) 3028.1020 | (51) 996175.0610 | (51) 996175061

Av. Cristóvão Colombo, 3060 – Floresta, Porto Alegre – RS, 90560-002 | Estacionamento Conveniado

Dr. Richard Ricachenevsky Gurski



Dr. Richard Ricachenevsky Gurski

Surgeon

CREMERS: 15201

- Graduated in Medicine from the Federal Faculty of Medical Sciences Foundation of Porto Alegre (1986).
- Master's degree in Medicine and Surgery from the Federal University of Rio Grande do Sul (1994).
- PhD in Medicine: Medical Sciences from the Federal University of Rio Grande do Sul (1999).
- Post-doctorate abroad (PDE), with a CNPq scholarship, carried out at the University of Southern California – Los Angeles – USA (2001-2002) in the area of esophageal-gastric diseases.
- Associate Professor II of the Department of Surgery at FAMED-UFRGS since August 2010.
- Head of the Department of Surgery at FAMED-UFRGS from 2017 to 2021.
- Professor of the Postgraduate Course in Surgery since 2000 and Professor of the Postgraduate Course in Gastroenterology at UFRGS since 2011.
- Coordinator of the Esophageal, Stomach and Intestine Surgery Group at HCPA.
- Scientific Director of the Brazilian College of Digestive Surgery.
- Full Member and Specialist in General Surgery from the Brazilian College of Surgeons – CBC.
- Full Member and Specialist in digestive surgery at the Brazilian College of Digestive Surgery – CBCD.
- Qualification in the area of Videolaparoscopic Surgery by CBC.
- Qualification in the Area of Oncological Surgery by CBC.
- Qualification in the Area of Trauma Surgery and Instructor by ATLS – American College of Surgeons.
- Coordinator of the Center for Diagnosis and Treatment of Gastroesophageal Reflux Disease at IAD.
- Member of SSAT – Society for Surgery of the Alimentary Tract.
- Member of ISDE – International Society of Diseases of The Esophagus.
- Member of the Editorial Board of the Journal of the Brazilian College of Surgeons and Scientific Reviewer of the following International Journals:
- Gastroenterology Research and Practice, Diseases of the Esophagus, Expert Review of Gastroenterology and Hepatology.

Consult the Lattes CV http://lattes.cnpq.br/1240476249670022

Agende um horário

3028.1020

contato@iad.com.br

INDIVIDUAL

Antonio Carlos Ligocki Campos

MONITOR NAME UPDATE LATTES

Full Professor in the Department of Surgery at the Federal University of Paraná. Former Adjunct Professor in the Department of Nutrition at the Federal University of Paraná. Former Assistant Professor and Fellow in the Department of Surgery at the State University of New York, USA. Former Fellow in the Department of Surgery at the University of Montpellier, France. Master's and PhD in Clinical Surgery from the Federal University of Paraná. President of the Brazilian Society of Parenteral and Enteral Nutrition (1997-99) and President of the Latin American Federation of Parenteral and Enteral Nutrition - FELANPE (1999-2001). Former Master of the Paraná Chapter of the Brazilian College of Surgeons, the Brazilian College of Digestive Surgery, and the Paraná Society of Gastroenterology. Author of the books The Surgeon Trainer (1991), The Surgical Clinics of North America (1996), Nutrition in Surgery (2001) and Treatise on Nutrition and Metabolism in Surgery (2012). General Director of the Hospital de Clínicas of the Federal University of Paraná (1997/98) and Medical Director of the Hospital Nossa Senhora das Graças de Curitiba (2003-05). He participated in 463 events as a speaker, published 203 full scientific articles published in journals and 66 book chapters in dissertations and 29 doctoral theses, in addition octoral conclusion committees. Holder of Chair ent of the Brazilian College of Digestive Surgery

Agentes de IA Avançados para Tarefas Simples e Complexas.

24

Abrir

Academic

ACADEMIC BACKGROUND

AMB
Brazilian Medical Association

Brazilian Medical Association

Brazilian College of Surgeons

Brazilian College of Surgeons

hereby confer the

TITLE OF SPECIALIST IN GENERAL SURGERY

to

Dr. Yglésio Luciano Moyses Silva de Souza

for having passed the examination conducted following the standards established by the Brazilian Medical Association and the Brazilian College of Surgeons.

São Paulo, July 25, 2009

Dr. José Luiz Gomes do Amaral
President of the AMB

Dr. Aldemir Humberto Soares
Secretary-General of the AMB

Dr. Edmundo Machado Ferraz
President of the CBC

Dra. Dayse Coutinho Valente
Secretary-General of the CBC

AMB Brazilian Medical Association

ENTRY OF OFFICIAL LETTER ..... : 10/17/2009
REQUEST FOR ISSUANCE ..... : 10/27/2009
DISPATCH TO SOCIETY ..... : 02/07/2009
RETURN FROM SOCIETY ..... : 01/04/2010
REGISTRATION ..... : 01/07/2010
DISPATCH TO FEDERAL ..... : 01/18/2010
RECORD ..... :

110573

Karina Soares

SECRETARIAT OF SPECIALIST TITLES

(The President and the Acting Secretary-General signed on the date of registration.)

AMB Title valid until December 2014

FEDERAL COUNCIL OF MEDICINE
REGIONAL COUNCIL OF MEDICINE OF MARANHÃO

CERTIFICATE

The Regional Council of Medicine of Maranhão, following CFM Resolution No. 1.634/2002, hereby certifies that it has registered under No. 803 the qualification of the physician Yglésio Luciano Moyses Silva de Souza in the specialty of General Surgery

São Luiz - MA 08/18/2010

-----//signature//-----

President of CRM - MA

NOTARY PUBLIC

12TH NOTARY PUBLIC OFFICE
Alameda Santos 1470 - São Paulo - SP ZIP Code 01418-100
Bachelor Homero Santos - Notary Public - Phone (11) 3549-6277 - Fax (11)3254-6382

I hereby certify the authenticity of the signatures JOSE LUIZ GOMES DO AMARAL and ALDEMAR HUMBERTO SOARES, which match the signature specimens on file at this Notary Office.
São Paulo, January 12, 2010
In witness whereof.
Cleber Gonçalves – Authorized Clerk
1001121244475: Signature:

Notarial College of Brazil
SIGNATURE 2
State of São Paulo
1042AA276493

12TH NOTARY PUBLIC OFFICE
Alameda Santos 1470 - São Paulo - SP ZIP Code 01418-100
Cleber Gonçalves - Authorized Clerk

I, Marina Viana Silva, certify that I, a qualified translator fluent in both languages, have performed the professional translation of this document from Portuguese to English and that the following is an accurate and complete translation of the document.

Marina Viana

Date: May 16, 2025.

AMB
Associação Médica Brasileira

Associação Médica Brasileira

Colégio Brasileiro de Cirurgiões

COLÉGIO BRASILEIRO DE CIRURGIÕES
MCMXXIX

conferem o

TÍTULO DE ESPECIALISTA EM CIRURGIA GERAL

ao

Dr. Yglésio Luciano Moyses Silva de Souza

por ter obtido aprovação em concurso realizado segundo as normas estabelecidas pela Associação Médica Brasileira e o Colégio Brasileiro de Cirurgiões.

São Paulo, 25 de julho de 2009

Dr. José Luiz Gomes do Amaral	Dr. Aldemir Humberto Soares	Dr. Edmundo Machado Ferraz	Dra. Dayse Coutinho Valente
Presidente da AMB	Secretário Geral da AMB	Presidente do CBC	Secretária Geral do CBC

AMB ASSOCIAÇÃO MÉDICA BRASILEIRA

ENTRADA OFÍCIO 12/10/09
SOLICITAÇÃO CONFECÇÃO 27/10/09
SAÍDA P/ SOCIEDADE 07/12/09
RETORNO DA SOCIEDADE 04/01/10
CADASTRAMENTO 07/01/10
SAÍDA P/ FEDERADA 18/01/10
REGISTRO 110573

Karina Soares
SECRETARIA DE TÍTULOS DE ESPECIALISTA

(ASSINARAM O PRESIDENTE E O SECRETÁRIO GERAL EM EXERCÍCIO NA DATA DO REGISTRO)

AMB Título válido até dezembro/2014

CONSELHO FEDERAL DE MEDICINA
CONSELHO REGIONAL DE MEDICINA DO MA
CERTIFICADO
O Conselho Regional de Medicina do Maranhão, de acordo com a Resolução CFM nº 1.634/2002, certifica que registrou sob o nº 403 a qualificação do(a) médico(a) [illegible] na especialidade de [illegible]
São Luís - MA
Presidente do CRM -MA

1º TABELIÃO de NOTAS
CARTÓRIO DO 1º TABELIÃO DE NOTAS
Alameda Santos, 1470 - São Paulo - SP - Cep 01418-100
BEL. HOMERO SANTI - TABELIÃO - Tel (11) 3549-6277 - Fax (11) 3284-6362
Reconheço por semelhança as firmas de JOSE LUIZ GOMES DO AMARAL, ALDEMAR HUMBERTO SOARES, as quais conferem com os padrões depositados em Cartório.
São Paulo, 12 de Janeiro de 2010
Em testemunho da verdade.
Cleber Gonçalves - Escrevente Autorizado
100112124478 Firma: 2 1042AA276493
Colégio Notarial do Brasil
CARTÓRIO DO 12º TABELIÃO DE NOTAS
ALAMEDA SANTOS, 1470
Cleber Gonçalves

BYLAWS OF THE BRAZILIAN COLLEGE OF SURGEONS

Approved at an Extraordinary General Assembly on July 10, 2020

90 ANOS 1929 - 2019 CBC

CBC
Colégio Brasileiro de Cirurgiões

INSTITUTIONAL PHILOSOPHY

PURPOSE:
Lead Brazilian Surgery

Values	Principles
Ethics	We fulfill our responsibilities with transparency, ensuring the credibility of the Institution.
Knowledge	We develop and disseminate knowledge for professional qualification and promote research.
Representativeness	We operate nationally in defense of the professional practice of surgeons, valuing our members.
Excellence in Services	We serve our members promptly and with quality.
Humanism	We act with social responsibility, valuing our collaborators.
Pioneering	We are an institution rooted in the tradition and development of Brazilian surgery.

90 ANOS 1929 - 2019 CBC

CBC
Colégio Brasileiro de Cirurgiões

Table of Contents

CHAPTER I – NAME, HEADQUARTERS, OBJECTIVES, AND DURATION 5
CHAPTER II - MEMBERS AND OTHER PARTICIPANTS 6
TITLE I - SOCIAL CATEGORIES AND THEIR QUALIFICATIONS 6
TITLE II - ADMISSION PROCESSES 7
TITLE III - RIGHTS AND DUTIES OF MEMBERS 7
TITLE IV - PENALTIES 8
CHAPTER III - SCIENTIFIC ACTIVITIES 9
CHAPTER IV - ORGANIZATIONAL STRUCTURE 9
TITLE I - ORGANIZATION OF THE CBC 9
TITLE II - ADMINISTRATIVE BODIES 11
SECTION I - GENERAL ASSEMBLY 11
SECTION II - SUPERIOR ADVISORY COUNCIL 13
SECTION III - FISCAL COUNCIL 14
SECTION IV - NATIONAL DIRECTORATE 14
SECTION V - CHAPTER DIRECTORATES AND REGIONAL DIRECTORATES 18
TITLE III - AUXILIARY BODIES 19
CHAPTER V - FINANCIAL RESOURCES 19
CHAPTER VI - ASSETS 20
CHAPTER VII - GENERAL AND TRANSITIONAL PROVISIONS 20

CHAPTER I – NAME,HEADQUARTERS, OBJECTIVES AND DURATION

Article 1st - THE BRAZILIAN COLLEGE OF SURGEONS (CBC), founded on July 30, 1929, is a non-governmental, non-profit scientific association, headquartered at Rua Visconde de Silva, No. 52 - 1st, 2nd, and 3rd floors, and Garage Floor, in the Botafogo neighborhood, ZIP code 22271-092, district and municipality of Rio de Janeiro, State of Rio de Janeiro, Considered a state public utility entity by Law No. 548 of the Legislative Assembly of the State of Rio de Janeiro.

Sole § - The CBC has legal personality, registered on September 3, 1948, under order number 1.569, in Book A, at the Registry Office for Legal Entities of Rio de Janeiro.

Article 2nd - The objectives of the CBC include, in addition to the study and dissemination of Surgery:

a) to bring together the largest number of physicians practicing any surgical specialties and/or their respective areas of expertise recognized by the Joint Commission on Specialties - CME (comprising the Federal Council of Medicine – CFM, the Brazilian Medical Association – AMB, and the National Medical Residency Commission – CNRM), of residents and trainees in Surgical Training Programs, students in Medical School undergraduate courses, and other physicians who collaborate with the work of the surgeon;

b) foster the constant development and evolution of Surgery;

c) advocate for the improvement of hospital institutions and other places where Surgery is practiced, aiming for the consideration of achievements resulting from scientific and technological progress;

d) establish rules for the continuous improvement of the surgeon, as well as promote the constant elevation of their professional standards;

e) encourage scientific production through awards for the best works on Surgery and related specialties;

f) maintain close ties with other medical associations, societies, and cultural entities, both national and foreign, as well as with governmental bodies, to address matters of real interest to physicians and the practice of Medicine and Surgery;

g) support and encourage, through all means, the members of the CBC, so that they can improve their personal, professional, cultural, and social activities;

h) contribute, using all possible means, to the teaching of Surgery, both at the undergraduate and postgraduate levels;

i) contribute to the training of Specialized Surgeons.

CHAPTER II - MEMBERS AND OTHER PARTICIPANTS

TITLE I - SOCIAL CATEGORIES AND THEIR QUALIFICATIONS

Article 3rd - The CBC has the following categories of members: Emeritus (ECBC), Retired Adjuncts (AjCBC), Titulars (TCBC), Collaborating Titulars (TcCBC), Adjuncts (ACBC), International Adjuncts (AiCBC), Aspirants (AsCBC), Academics (AcCBC), National Honorary (HnCBC) and International Honorary (HiCBC).

Sole § - Members of the CBC include:

a) meritorious members;

b) benefactors.

Article 4th - The following are the basic requirements for membership admission to the CBC:

TITULAR (TCBC): Practice any surgical specialties, as per Article 2nd, letter a, for a minimum of 6 (six) years, and reside in Brazil.

COLLABORATING TITULAR (TcCBC): Be a non-practicing physician in surgical specialties (Article 2nd, letter a) for a minimum of 6 (six) years and reside in Brazil.

INTERNATIONAL ADJUNCT (AiCBC): Practice any surgical specialties and not reside in Brazil.

ADJUNCT (ACBC): Practice any surgical specialties, as per Article 2nd, letter a, for a minimum of 3 (three) years, and reside in Brazil.

ASPIRANT (AsCBC): Be enrolled in a Medical Residency Program in any surgical specialties recognized by the Joint Commission on Specialties or be in a General Surgery Training Program accredited by the CBC.

ACADEMICS (AcCBC): Be enrolled in a Medical School recognized by MEC (Ministry of Education).

NATIONAL HONORARY (HnCBC): Be or have been a Brazilian physician of exceptional merit, demonstrated through productive professional, scientific, or teaching activities, and also possess impeccable moral and professional integrity, exempt from contributions.

EMERITUS (ECBC): Having been a Titular Member or Collaborating Titular Member, with effective financial contributions for 25 (twenty-five) years in one of the respective categories, and having reached the age of 65 (sixty-five), always participating in CBC activities, retaining all rights, but exempt from contributions.

RETIRED ADJUNCT (AjCBC): Having been an Adjunct Member, with effective financial contributions for 30 (thirty) years and having reached the age of 65 (sixty-five), always participating in CBC activities, retaining all rights, but exempt from contributions.

INTERNATIONAL HONORARY (HiCBC): Being a physician of recognized merit and having achieved notable prominence in the global medical-scientific community through personal contribution, exempt from contributions.

Sole § - The Titular and Emeritus Members form the core of the Organizational Structure of the CBC in the Central Core and State Chapters, in an unlimited number.

Article 5th - In the admission of the members outlined in these Bylaws, the following basic conditions must be observed:

MERITORIOUS MEMBER: Be an individual of unquestionable moral integrity, non-physician, with significant services rendered to the CBC or the country;

BENEFACTORS: Be a natural or legal person who has contributed to the development of the CBC by offering a value at least 100 (one hundred) times higher than the current annual fee charged by the Entity.

TITLE II - ADMISSION PROCESSES

Article 6th - The proposals for the admission of members in any categories mentioned in Article 3rd of these Bylaws shall be made on official CBC forms, subject to the preliminary requirements of Articles 4th and 5th of these Bylaws, and the rules specified in the Internal Regulations.

Article 7th - The proposal for Meritorious Members and Benefactors may be initiated by the Statutory Bodies outlined in these Bylaws, observing the requirements of Article 5th, however, their respective admissions will only occur after approval by the National Directorate.

TITLE III - RIGHTS AND DUTIES OF MEMBERS

Article 8th - The general rights of all CBC members who are up to date with their contributions are:

a) participate in all scientific, cultural, and social activities, observing the respective regulations;

b) resign as a Member of the CBC, with the possibility of requesting reinstatement without the procedures mentioned in Article 6th of these Bylaws;

c) transfer to another Chapter or Regional when a proven change of residence occurs;

the Chapter Regionals, and the Special Committees of the CBC, is unpaid, and the distribution of profits or dividends of any kind is also prohibited.

Sole § - Any surpluses observed in the operational results of the CBC will be fully used within the Society itself to fulfill its objectives.

Article 66th - CBC members are not jointly or severally liable for the commitments assumed by the National Directory or the Boards of Chapters and Regionals.

Article 67th - The impossibility of changing the CBC's headquarters from the city of Rio de Janeiro is established under any pretext.

Article 68th - The activities of the CBC, in their various modalities, may be conducted in person or virtually, depending on temporal possibilities, with their format defined by the Executive Directorate.

Article 69th - The Internal Regulations of the CBC will regulate the administration and functioning of its various bodies and define the duties of its members—being subject to review by the National Directorate when necessary, always in accordance with the provisions of these Bylaws.

Article 70th - The National Directorate will make efforts and strive for CBC to maintain the title of State Public Utility, as well as for obtaining the same titles at the Federal and Municipal levels.

Article 71st - The cases not covered in these Bylaws will be considered by the National Directory and the Superior Advisory Council.

Art. 72º - The current positions in the National Directory, as well as their current occupants, will remain the same until the end of the term for which they were elected, i.e., until December 2021.

§ 1st - The category of Temporary Members of the Superior Council, as well as its current occupants, will remain the same until the end of the term for which they were elected, i.e., until December 2021.

Civil Registry of Legal Entities
Judicial District of the Capital of Rio de Janeiro
Rua México, 148, 3rd floor, Centro
I CERTIFY THE ANNOTATION IN THE REGISTRATION, PROTOCOL, AND DATE BELOW
Registration 1847
202010190945491 11/03/2020
Fees: 46,82 Tax 15,91
Seal: EDFJ63145 UPU
Check on https//www3.tjrj.jus.br/sitepublico
Verify authenticity at rcpjrj.com.br or through the QRCode on the side.
-----//signature//-----
Rodolfo P. de Moraes
Official



CBC

Brazilian College of Surgeons

I, André Vinícius Inacio Penna Mello, certify that I am competent to translate from Portuguese to English and that the above is a faithful extract/summary of the relevant information of the attached document in Portuguese.



Date: February 22nd, 2024.

ESTATUTO DO COLÉGIO BRASILEIRO DE CIRURGIÕES

Aprovado em Assembleia Geral Extraordinária em 10 de julho de 2020

90 ANOS 1929 - 2019 CBC

CBC
Colégio Brasileiro de Cirurgiões

FILOSOFIA INSTITUCIONAL

PROPÓSITO:
Liderar a Cirurgia Brasileira

Valores	Princípios
Ética	Cumprimos nossas responsabilidades com transparência, assegurando e credibilidade da Intituição.
Conhecimento	Desenvolvimento e disseminamos conhecimento para qualificação profissional e fomento à pesquisa.
Representatividade	Atuamos nacionalmente na defesa do exercício profissional do cirurgião, valorizando os associados.
Excelência em Serviços	Atendemos os associados com prestreza e qualidade.
Humanismo	Agimos com responsabilidade social valorizando nossos colaboradores
Pioneirismo	Somos uma instituição com raízes na tradição e no desenvolvimento da cirurgia brasileira.

90 ANOS CBC 1929 - 2019

CBC
Colégio Brasileiro de Cirurgiões

Índice

CAPÍTULO I – DA DENOMINAÇÃO, SEDE, OBJETIVOS E DURAÇÃO 5
CAPÍTULO II - DOS MEMBROS E OUTROS INTEGRANTES 6
TÍTULO I - DAS CATEGORIAS SOCIAIS E SUAS QUALIFICAÇÕES 6
TÍTULO II - DOS PROCESSOS DE ADMISSÃO 7
TÍTULO III - DOS DIREITOS E DEVERES DOS MEMBROS 7
TÍTULO IV - DAS PENALIDADES 8
CAPÍTULO III - DAS ATIVIDADES CIENTÍFICAS 9
CAPÍTULO IV - DA ESTRUTURA ORGANIZACIONAL 9
TÍTULO I - DA ORGANIZAÇÃO DO CBC 9
TÍTULO II - DOS ÓRGÃOS DA ADMINISTRAÇÃO 11
SEÇÃO I - DA ASSEMBLEIA GERAL 11
SEÇÃO II - DO CONSELHO CONSULTIVO SUPERIOR 13
SEÇÃO III - DO CONSELHO FISCAL 14
SEÇÃO IV - DO DIRETÓRIO NACIONAL 14
SEÇÃO V - DAS DIRETORIAS DE CAPÍTULO E DAS REGIONAIS 18
TÍTULO III - DOS ÓRGÃOS AUXILIARES 19
CAPÍTULO V - DOS RECURSOS FINANCEIROS 19
CAPÍTULO VI - DO PATRIMÔNIO 20
CAPÍTULO VII - DAS DISPOSIÇÕES GERAIS E TRANSITÓRIAS 20

CAPÍTULO I – DA DENOMINAÇÃO, SEDE, OBJETIVOS E DURAÇÃO

Art. 1° - O COLÉGIO BRASILEIRO DE CIRURGIÕES (CBC), fundado em 30 de julho de 1929, é uma associação de caráter científico, não governamental, sem fins lucrativos, com sede e foro na Rua Visconde de Silva, n° 52 - 1°, 2° e 3° andares e Pavimento Garagem, no bairro Botafogo, CEP 22271-092, comarca e município do Rio de Janeiro, Estado do Rio de Janeiro, considerada entidade de utilidade pública estadual pela Lei n° 548 da Assembleia Legislativa do Estado do Rio de Janeiro.

§ único - O CBC é dotado de personalidade jurídica, conforme registro de 3 de setembro de 1948, sob o número de ordem 1.569, no Livro A, do Cartório de Registro Civil das Pessoas Jurídicas do Rio de Janeiro.

Art. 2° - Constituem objetivos do CBC, além do estudo e divulgação da Cirurgia:

a) congregar o maior número de médicos que pratiquem quaisquer especialidades cirúrgicas e/ou suas respectivas áreas de atuação reconhecidas pela Comissão Mista de Especialidades – CME (composta pelo Conselho Federal de Medicina – CFM, pela Associação Médica Brasileira –AMB e pela Comissão Nacional de Residência Médica – CNRM), de residentes e treinandos de Programas de Formação Cirúrgica, de alunos de Cursos de Graduação em Medicina e de outros médicos que colaborem com o trabalho do cirurgião;

b) fomentar o constante desenvolvimento e a evolução da Cirurgia;

c) pugnar pela melhora das instituições hospitalares e dos outros locais onde se pratique a Cirurgia, visando a que sejam sempre consideradas as conquistas resultantes do progresso científico-tecnológico;

d) estabelecer normas para o aperfeiçoamento continuado do cirurgião, assim como promover a elevação constante do seu padrão profissional;

e) estimular a produção científica por meio de prêmios para os melhores trabalhos sobre a Cirurgia e especialidades afins;

f) manter estreitos vínculos com as demais associações e sociedades médicas e outras entidades culturais, nacionais e estrangeiras, assim como com órgãos governamentais, para trato de assuntos de real interesse para os médicos e para o desempenho da Medicina e da Cirurgia;

g) amparar e estimular, por todos os meios, os integrantes do CBC, para que possam melhorar suas atividades pessoais, profissionais, culturais e sociais;

h) contribuir, com todos os meios possíveis para o ensino da Cirurgia, quer no nível de graduação ou pós-graduação;
i) contribuir para a formação de Cirurgiões Especializados.

CAPÍTULO II - DOS MEMBROS E OUTROS INTEGRANTES

TÍTULO I - DAS CATEGORIAS SOCIAIS E SUAS QUALIFICAÇÕES

Art. 3° - O CBC tem as seguintes categorias de membros: Eméritos (ECBC), Adjuntos Jubilados (AjCBC), Titulares (TCBC), Titulares-Colaboradores (TcCBC), Adjuntos (ACBC), Adjuntos Internacionais (AiCBC), Aspirantes (AsCBC), Acadêmicos (AcCBC), Honorários Nacionais (HnCBC) e Honorários Internacionais (HiCBC).
§ único - São integrantes do CBC:
a) beneméritos;
b) benfeitores.
Art. 4° - São as seguintes exigências básicas para ingresso de membros no CBC:
TITULAR (TCBC): Exercer quaisquer especialidades cirúrgicas, conforme o Art. 2°, letra a, há no mínimo 6 (seis) anos, e residir no Brasil.
TITULAR-COLABORADOR (TcCBC): Ser médico não praticante de especialidades cirúrgicas (Art. 2°, letra a) há no mínimo 6 (seis) anos e residir no Brasil.
ADJUNTO INTERNACIONAL (AiCBC): Exercer quaisquer especialidades cirúrgicas e não residir no Brasil.
ADJUNTO (ACBC): Exercer quaisquer especialidades cirúrgicas, conforme o Art. 2°, letra a, há no mínimo 3 (três) anos, e residir no Brasil.
ASPIRANTE (AsCBC): Estar cumprindo Programa de Residência Médica em quaisquer especialidades cirúrgicas reconhecidas pela Comissão Mista de Especialidades ou Programa de Treinamento em Cirurgia Geral credenciado pelo CBC.
ACADÊMICOS (AcCBC): Estar cursando Medicina em Escola Médica reconhecida pelo MEC.
HONORÁRIO NACIONAL (HnCBC): Ser ou ter sido médico brasileiro de excepcional mérito, revelado por profícua atividade profissional, científica ou didática, e ainda, possuir ilibada idoneidade moral e profissional, porém isento de contribuições.
EMÉRITO (ECBC): Ter sido Membro Titular ou Titular-Colaborador, com contribuições financeiras efetivas durante 25 (vinte e cinco) anos em uma das respectivas categorias, e haver completado 65 (sessenta e cinco) anos de idade, sempre participando das atividades do CBC, conservando todos os seus direitos, porém isento de contribuições.

ADJUNTO JUBILADO (AjCBC): Ter sido Membro Adjunto, com contribuições financeiras efetivas durante 30 (trinta) anos e haver completado 65 (sessenta e cinco) anos de idade, sempre participando das atividades do CBC, conservando todos os seus direitos, porém isento de contribuições.

HONORÁRIO INTERNACIONAL (HiCBC): ser médico de reconhecido mérito e haver alcançado, por sua contribuição pessoal, notável relevo no meio médico científico mundial, isento de contribuições.

§ único- Os Membros Titulares e Eméritos constituem a essência da Estrutura Organizacional do CBC no Núcleo Central e nos Capítulos Estaduais, em número ilimitado.

Art. 5° - Na admissão dos integrantes previstos neste Estatuto devem ser observadas as seguintes condições básicas:

BENEMÉRITO: Ser pessoa de indiscutível idoneidade moral, não médico, com relevantes serviços prestados ao CBC ou ao país;

BENFEITOR: Ser pessoa física ou jurídica que tenha colaborado para o desenvolvimento do CBC oferecendo de valor pelo menos 100 (cem) vezes superior à anuidade vigente cobrada pela Entidade.

TÍTULO II - DOS PROCESSOS DE ADMISSÃO

Art. 6° - As propostas de admissão dos membros de quaisquer categorias mencionadas no artigo 3° deste Estatuto serão feitas em modelos oficiais do CBC, observados os requisitos preliminares dos artigos 4° e 5° deste Estatuto e as normas explicitadas no Regimento Interno.

Art. 7 ° - A proposição de Beneméritos e Benfeitores poderá ser de iniciativa dos Órgãos Estatutários constantes deste Estatuto, observadas a exigências do artigo 5°, porém as suas respectivas admissões só se darão após aprovação do Diretório Nacional.

TÍTULO III - DOS DIREITOS E DEVERES DOS MEMBROS

Art. 8° - São direitos gerais de todos os membros do CBC que estejam quites com suas contribuições:

a) participar de todas as atividades científicas, culturais e sociais, observadas as respectivas regulamentações;

b) demitir-se como Membro do CBC, podendo solicitar sua reintegração sem os procedimentos mencionados no artigo 6° deste Estatuto;

c) transferir-se de Capítulo ou Regional quando ocorrer mudança comprovada de domicílio;

Juntas Diretoras das Regionais de Capítulo e nas Comissões Especiais do CBC, é não remunerada, sendo, também, vedada a distribuição de lucros ou dividendos de qualquer natureza.

§ único - Os eventuais excedentes verificados no resultado operacional do CBC serão integralmente utilizados na própria Sociedade, no cumprimento de seus objetivos.

Art. 66° - Os membros do CBC não respondem solidária ou subsidiariamente pelos compromissos assumidos pelo Diretório Nacional ou pelas Diretorias de Capítulos e Regionais.

Art. 67° - Fica estabelecida a impossibilidade, sob qualquer pretexto, da mudança da Sede do CBC da cidade do Rio de Janeiro.

Art. 68° - As atividades do CBC, em suas várias modalidades, terão caráter presencial ou virtual, na dependência das possibilidades temporais, tendo seu formato definido pela Diretoria Executiva.

Art. 69° - O Regimento Interno do CBC regulará a administração e o funcionamento dos seus diversos órgãos e definirá as atribuições de seus integrantes – podendo, quando necessário, ser revisto pelo Diretório Nacional, obedecidas sempre, as disposições deste Estatuto.

Art. 70° - O Diretório Nacional envidará esforços e diligenciará para a manutenção pelo CBC do Título de Utilidade Pública Estadual, assim como pela obtenção dos mesmos títulos nas áreas Federal e Municipal.

Art. 71° - Os casos omissos no presente Estatuto serão apreciados pelo Diretório Nacional e pelo Conselho Consultivo Superior.

Art. 72° - Os atuais cargos do Diretório Nacional, bem como seus atuais ocupantes, permanecerão os mesmos até o final do mandato para os quais foram eleitos, ou seja, dezembro de 2021.

§ 1° - A categoria de Membros Temporários do Conselho Superior, bem como seus atuais ocupantes, permanecerá a mesma até o final do mandato para os quais foram eleitos, ou seja, dezembro de 2021.


Registro Civil de Pessoas Jurídicas
Comarca da Capital do Rio de Janeiro
Rua México, 148, 3º andar, Centro
CERTIFICO A AVERBAÇÃO NA MATRÍCULA, PROTOCOLO E DATA ABAIXO
Matr. 1847
202010190945491 03/11/2020
Emol: 46,82 Tributo: 15,91
Selo: EDFJ 63145 UPU
Consulte em https://www3.tjrj.jus.br/sitepublico
Verifique autenticidade em rcpjrj.com.br ou pelo QRCode ao lado
Rodolfo P. de Moraes
Oficial

90 ANOS 1929 - 2019 CBC

CBC

Colégio Brasileiro de Cirurgiões

Celebration of the 90th anniversary of the Brazilian College of Surgeons

CBC – THE HOME OF THE BRAZILIAN SURGEON.



Over 90 years, the CBC has become the largest surgical entity in Latin America, with more than seven thousand members.

His unique trajectory in Brazilian medicine began on July 30, 1929, when a group of surgeons from Rio de Janeiro, led by Antônio Benevides Vianna, founded the Brazilian College of Surgeons.

The first statute was approved the following month at the headquarters of the Brazilian Red Cross Hospital



In September, the first board of directors was elected, and Augusto Brandão Filho, a pioneer in neurosurgery in the country, was chosen as the CBC's first president. A year later, the first issue of the CBC Journal was published, which continues to this day.

In 1938, the first Brazilian surgical congress took place at the headquarters of the National Academy of Medicine. The inaugural session, held at the Rio Municipal Theater, was presided over by the Minister of Education and Health.

The CBC took its first steps toward becoming a national organization with the creation of the São Paulo chapter in 1941. The following year, the Rio Grande do Sul chapter emerged. In 1954, the Central Nucleus was created. In 1959, celebrating its 30th anniversary, the CBC was already one of the largest medical organizations in Brazil.

The inaugural session of the 5th Brazilian Congress of Surgery in 1956 was opened by President Juscelino Kubistchek, a physician. On that occasion, he received the title of Honorary Member of the CBC. The diploma is on display at the JK Memorial in Brasília.

In 1962, the CBC realized its dream of owning its first headquarters. It was a beautiful two-story colonial mansion on Visconde de Silva Street in Botafogo. The inauguration was attended by the Governor of the former state of Guanabara.

In 1970, the limit on vacancies for full members was abolished and the following year the first competition for the title of specialist in general surgery was held, a true certificate of quality for the surgeon.

The construction of the new headquarters marked another milestone in the CBC's history. On November 24, 1979, the CBC's fiftieth anniversary, the new headquarters building was inaugurated by the then-governor of the State of Rio de Janeiro.

In the following decades, the CBC began modernizing its structure. The creation of new chapters and the holding of conferences in various states has fostered the integration of surgeons, both scientifically and in professional advocacy.



The CBC reaches its 90th anniversary renewed, with numerous projects, which makes it ever younger and more motivated to face the enormous challenges of the healthcare system.

Our eternal gratitude to our former leaders and their achievements. That's why we've come this far, with our eyes firmly fixed on the future.

Exhibit C.II – Second Prong – Letters of Support

Manoel Galvão Neto, MD, MSc, FASGE, IFASMBS
Bariatric Research Director
Orlando Health Weight Loss and Bariatric Surgery Institute
Orlando, Florida, USA

April 29, 2026

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

Re: EB-2 National Interest Waiver Petition – Dr. Yglésio Luciano Moyses Silva de Souza

Dear USCIS Officer:

I write in support of Dr. Yglésio Souza's EB-2 NIW petition. I am Bariatric Research Director at Orlando Health Weight Loss and Bariatric Surgery Institute in Orlando, Florida. My clinical and research activity is in bariatric and metabolic endoscopy, in endoscopic interventions for type 2 diabetes, and in the development of minimally invasive procedures at the gut-metabolism interface. I am a Fellow of the American Society for Gastrointestinal Endoscopy (FASGE) and an International Fellow of the American Society for Metabolic and Bariatric Surgery (IFASMBS).

Dr. Souza and I are co-authors on the 2009 Obesity Surgery publication on Laparoscopic Duodenal-Jejunal Exclusion (LBMI; DOI: 10.1007/s11695-008-9759-5). I disclose that relationship at the start of this letter. I have known him professionally since the development of that work, and have continued to follow his trajectory in metabolic surgery and digestive endoscopy in the years since.

Two things distinguish Dr. Souza in my professional assessment. First, the LBMI study itself — among the earliest human investigations of duodenal-jejunal exclusion as a metabolic intervention independent of weight loss — has had a documentable downstream impact on the literature, including substantive citation in the 2010 Annals of Surgery Diabetes Surgery Summit consensus, the 2014 Lancet Diabetes & Endocrinology series review on mechanisms of metabolic surgery (where it serves as the human-evidence reference for the foregut hypothesis), the 2010 Nature Reviews Endocrinology review of pediatric metabolic surgery, and the 2017 Surgical Endoscopy systematic review of foregut- and hindgut-based procedures for type 2 diabetes. Second, his scientific reasoning is not bounded by procedure: his interest is in mechanism and in translational application. That orientation is what makes scientific contribution durable in this field.

I want to address a point that bears on Dr. Souza's prospective integration into a U.S. clinical-academic environment. Through ongoing academic correspondence and prior collaborative

engagement with Dr. Souza, I and my colleagues at Orlando Health Weight Loss and Bariatric Surgery Institute consider him a credible candidate for institutional collaboration once his U.S. medical licensure is complete. Our Institute is among the higher-volume bariatric and metabolic centers in the southeastern United States and has an active clinical research program in endoscopic and surgical metabolic interventions. While no formal employment commitment is made by this letter — and none would be appropriate prior to licensure — I confirm that our Institute is open to substantive scientific engagement with Dr. Souza upon his admission to the United States and completion of the licensure pathway.

From the perspective of someone practicing metabolic surgery in the United States, Dr. Souza's proposed endeavor — care-pathway redesign for early metabolic surgery in type 2 diabetes and obesity, with attention to underserved populations — addresses a real gap in U.S. clinical practice. The growth in the volume of bariatric and metabolic procedures performed in the United States has not been matched by comparable growth in the geographic and demographic equity of access to those procedures. A surgeon-investigator with Dr. Souza's combination of clinical training, research output, and translational orientation is, in my professional view, a useful contributor to that equity gap.

I support this petition, and I am available to USCIS for any clarification this letter may require.

Respectfully,



Manoel Galvão Neto, MD, MSc, FASGE, IFASMBS
Bariatric Research Director
Orlando Health Weight Loss and Bariatric Surgery Institute
Phone: +1 (351) 201-4617
Email: manoel.galvaoneto@orlandohealth.com



Medical Group Member

Manoel Galvao Neto, MD, MsC, FASGE, IFASBMS - Bariatric Surgery (Weight Loss Surgery)

Surgery - Weight Loss (Bariatrics), Weight Loss Surgery (Bariatrics), Bariatric Endoscopy

Talk to a Representative

Call Me Back

Orlando Health Weight Loss and Bariatric Surgery Institute
Address: 89 W. Copeland Drive
1st Floor
Orlando, FL 32806
Call: (321) 843-8900
Fax: (321) 843-8916
Office Hours:
Monday - Thursday, 8:30 am - 5:00 pm
Friday, 8:30 am - 3:00 pm

Overview

Bio

Dr. Manoel Galvao Neto is a physician specializing in bariatric and metabolic endoscopy with the Orlando Health Weight Loss and Bariatric Surgery Institute. He and his team work with patients to help them lose weight through nonsurgical procedures, minimally invasive surgery and lifestyle changes. His expertise includes:

- Endobariatric therapy (endoscopic sleeve gastroplasty and intragastric balloons)
- Endoscopic treatment of weight recidivism and insufficient weight loss
- Endoscopic solutions to bariatric surgery complications
- Magnetic bowel anastomosis
- Endoscopic treatment of type 2 diabetes
- Esophageal motility
- Clinical trials
- Surgical and laparoscopic training
- Teleproctoring and telementoring

Dr. Galvao is the co-creator of bariatric endoscopy, which helps patients lose weight without surgery or scars. He uses unique endoscopic solutions and procedures to help solve bariatric surgery complications that have become the gold standard in the field and helped avoid numerous revisional surgeries.

Dr. Galvao believes in patient-centric care that prioritizes individual needs, preferences and values. He uses active communication and shared decision-making and fosters a partnership to empower patients to manage their health.

Dr. Galvao's Training

He earned a master's degree in digestive surgery from Sao Paulo University and received his medical training from the Bahiana School of Medicine in Bahia, Brazil. Dr. Galvao completed residencies in digestive surgery and digestive endoscopy at the 9th of July Hospital in São Paulo, Brazil.

About Dr. Galvao

Dr. Galvao is a member of the American Society for Gastrointestinal Endoscopy, American Society for Metabolic and Bariatric Surgery, Association of Bariatric Endoscopy, International Federation for the Surgery of Obesity and Metabolic Disorders, Brazilian Society of Gastrointestinal Endoscopy and Brazilian Society of Metabolic and Bariatric Surgery. He has served on numerous committees and has held many leadership positions in professional organizations.

In 2015, Dr. Galvao was awarded the Surgical Innovator Award by the American Society of Metabolic and Bariatric Surgery. It marked the first time it was awarded to a medical professional who isn't American.

Dr. Galvao has been actively involved, often as lead endoscopist, in several groundbreaking clinical trials because of first-time human participation. He participated in a recent US trial using endoscopic suturing, which he helped develop. That led the Food and Drug Administration to approve the method.

Dr. Galvao serves as a journal reviewer for *Obesity Surgery, Surgery for Obesity and Related Diseases, Surgical Laparoscopy, Endoscopic Percutaneous Technologies* and *Bariatric Times*, and he has reviewed hundreds of manuscripts. He has edited four books in Portuguese, Spanish and English. Dr. Galvao has written more than 200 peer-reviewed articles and hundreds of book chapters.

Dr. Galvao's prolific work in the area of endoluminal surgery includes an ongoing desire to teach medical students and his peers. He has been a course director and faculty member in bariatric endoscopy courses for many medical and surgical societies. Dr. Galvao is a professor of surgery and gastroenterology at Sri Aurobindo Medical College in India. He was a visiting professor at Mayo Clinic and the Chinese University of Hong Kong. He also was a visiting consultant for the Ministry of Health in Kuwait and United Arab Emirates.

Outside of work, Dr. Galvao enjoys running. He is fluent in Portuguese and Spanish, as well as English.

Academic Information

Gastro Obeso Center
São Paulo, Brazil

April 27, 2026

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

RE: Letter of Recommendation for Dr. Yglésio Luciano Moyses Silva de Souza in Support of his EB-2 National Interest Waiver Petition

To Whom It May Concern,

I write in support of Dr. Yglésio Luciano Moyses Silva de Souza's petition for permanent residence under the EB-2 National Interest Waiver classification. I provide this letter from the perspective of a surgeon whose entire professional life has been spent within the discipline of bariatric and metabolic surgery, and whose work I am referenced to evaluate at the level of clinical innovation, scientific contribution, and institutional development of the field. I serve as General Director and Co-Founder of Clínica Gastro Obeso Center in São Paulo, am a researcher with the National Council for Scientific and Technological Development (CNPq), and have served as Past President of the International Federation for the Surgery of Obesity and Metabolic Disorders (IFSO) and Past President of the Brazilian Society for Bariatric and Metabolic Surgery (SBCBM).

I should state plainly at the outset that Dr. Souza and I are scientific collaborators. We are co-authors on the 2009 Obesity Surgery publication "Laparoscopic Duodenal-





Jejunal Exclusion in the Treatment of Type 2 Diabetes Mellitus in Patients with BMI < 30 kg/m² (LBMI)," of which I was the lead author and Dr. Souza was a contributing author. I make this disclosure not because it diminishes the value of my opinion, but because in my view it strengthens it: I am in a position to speak with first-person authority about Dr. Souza's actual scientific role within that body of work, rather than from the more distant vantage of a reader of the published literature.

The LBMI study, undertaken at a moment when the role of metabolic surgery in patients below the BMI 35 threshold was an open clinical question, was among the earliest human-subject reports to address whether duodenal-jejunal exclusion could improve glycemic control independent of body weight reduction. Dr. Souza's role in that work was substantive: he participated in the clinical evaluation of patients, in the structured collection of perioperative and postoperative data, and in the discussion of mechanisms by which the procedure achieved its observed effect. The decision to publish the results in Obesity Surgery, the official journal of the IFSO, was made because the work spoke directly to a question the international metabolic-surgery community was actively trying to resolve. The subsequent course of that paper in the literature — including its inclusion in the reference list of the 2010 Diabetes Surgery Summit consensus statement (Annals of Surgery), in the 2014 Lancet Diabetes & Endocrinology mechanistic review, in the 2010 Nature Reviews Endocrinology review, and in the 2017 Surgical Endoscopy systematic review of foregut and hindgut procedures — reflects, in my professional view, the durability of the scientific question we addressed and the appropriate seriousness of the contribution.

Beyond the LBMI study itself, what I have observed of Dr. Souza over the years of our collaboration is a physician who combines clinical seriousness with genuine





scientific orientation. In the field of metabolic surgery, this combination is less common than it should be. Many surgeons are technically competent. Fewer engage with surgery as a translational discipline in which procedural choices must be tied to mechanistic understanding and to long-term clinical outcome. Dr. Souza's training — including his Ph.D. in Experimental Pathophysiology at the University of São Paulo and his earlier doctoral research on intra-abdominal infection and inflammatory response — places him in the latter group. His scientific habit is not to apply protocols, but to ask why a protocol works, for which patients, and through what mechanism.

I understand that Dr. Souza proposes, upon admission to the United States and completion of U.S. medical licensure, to advance a translational research and care-pathway program in metabolic surgery for type 2 diabetes and obesity, with particular focus on underserved and non-metropolitan populations. I find this endeavor materially relevant to the United States, and not only to Brazil. The scientific question that animated our 2009 study — whether the benefits of metabolic surgery extend to patients outside the traditional severely-obese profile, and how those benefits can be delivered equitably — has become more urgent, not less, in the years since. The U.S. physician shortage in surgical specialties, particularly outside metropolitan areas, has been documented by the Association of American Medical Colleges and the Health Resources and Services Administration in terms that make access to metabolic-surgical care a matter of public health, not merely of individual clinical decision. A clinically active surgeon with Dr. Souza's combination of operative competence, scientific habit, and demonstrated interest in care for non-severely obese diabetic patients is a credible contributor to that problem.

For the foregoing reasons, I support without reservation Dr. Souza's EB-2 National Interest Waiver petition, and I am available to any officer of the United States Citizenship and Immigration Services who may wish further information.

Sincerely,



Dr. Almino Cardoso Ramos
General Director and Co-Founder, Clínica Gastro Obeso Center
Researcher, National Council for Scientific and Technological Development (CNPq)
Past President, International Federation for the Surgery of Obesity and Metabolic Disorders (IFSO)
Past President, Brazilian Society for Bariatric and Metabolic Surgery (SBCBM)
São Paulo, Brazil
Phone: +55 (11) 3211-1200 | +55 (11) 3125-1222
Email: contato@gastroobesocenter.com.br

Dr. Almino Ramos
Bariatric Surgeon



Dr. Almino Ramos is a world renowned bariatric surgeon from Brazil who has specialized in treating obesity through bariatric surgery since 1999. He is on the board of trustees for the IFSO, was the president of IFSO from 2018-2019, and has co-authored over 100 peer-reviewed publications on treating obesity. He is fluent in English, Spanish and

Portuguese.

We are excited to offer Dr. Ramos's expertise to our patients and our team is excited to work at his side. He is performing surgeries on the last Friday & Saturday of each month at the Elias Ortiz Surgical Center in Tijuana, Mexico.

Certifications

Post Doctoral, *Federal University of Pernambuco, UFPE, Brazil*
2017

Doctorate in Post-Graduation in Surgery, *Federal University of Pernambuco, UFPE, Brazil*
2016-2017

Master of Science in Surgery, *University of Campinas (UNICAMP)*
1995-1998

Specialization in General Surgery, *Brazilian College of Surgeons, CBC, Brazil*
1989-1991

Specialization, Residency, *Digestive System Surgical Clinic Study Center, CECCAD, Brazil*
1987-1990

Graduation in Medicine, *University of Caxias do Sul, UCS, Brazil*
1981-1986

Professional Experience

- ***General Director****, Clínica Gastro Obeso Center*
- ***President****, Brazilian Society of Bariatric & Metabolic Surgery*
- ***Titular Member of Bariatrics****, Brazilian Society of Bariatric & Metabolic Surgery*
- ***Fellow****, American Society for Metabolic & Bariatric Surgery*
- ***President****, International Federation for the Surgery of Obesity & Metabolic Disorders (IFSO)*
- ***Specialist Member****, The Brazilian Society of Minimally Invasive and Robotic Surgery*
- ***Specialist Member****, The Brazilian College of Surgeons*

Download Full List of Experience & Awards

Awards

2018

- *Best communication at work: GASTRIC BYPASS EN-Y-DE-ROUX, VERTICAL GASTRECTOMÍA THE GASTRIC BYPASS OF UNA ANASTOMOSIS AS TECHNIQUES OF RESCATE DEL BANDAJE GÁSTRICO AJUSTABLE. ESTUD, Spanish National Congress of Surgery of Obesity and Metabolic Diseases.*

2013

- *Da vinci surgical system off-site training program, Hartford Hospital.*
- *Leaders Academy Program, Johnson and Johnson.*

2012

- *Silver Jubilee, Brazilian Medical Association of Orthomolecular.*

2011

- *Member, International Development Committee Timeline.*
- *Honorary Member, Sociedad de Cirujanos de Chile.*
  2011
- *Collaborator of the Bariatric Surgery Committee of the Latin American Federation of Cirugía, Federación Latinoamericana de Cirugía.*

2009

- *Médaille de Reconnaissance Franco-Américaine Classe Special, Institut Humaniste Reconnaissance – Paris.*

2008

- *Analysis of Medicine Award, Analysis of Medicine Award for Nomination as One of the Most Admired in the Specialty.*
- *Hommage by his Participation as Professor of the VIII International Congress of Cir. Laparoscopica Desarrollado, La Sociedad Ecuatoriana de Cirugía Laparoscópica.*
- *Honorary Member, College of Specialists in General Surgery – Guadalajara.*
- *Member, Congreso – Institute of Mini Invasive Techniques.*
- *Member of the Honorary SOVCIBAM, Sociedad Venezolana de Cirugía Bariatrica y Metabolica.*
- *Invited Professor, The Latin American Association of Endoscopic Surgery and the Centro America Circulation Federation.*
- *Analysis The most admired of medicine – Surgery of the Digestive System, Editorial Analysis.*

To view more awards for Dr. Almino Ramos please view this PDF.

HOSPITAL UNIVERSITÁRIO DA UNIVERSIDADE FEDERAL DO MARANHÃO
Rua Barão de Itapary, nº 227 - Bairro Centro, São Luís/MA, CEP 65020-070
- http://huufma.ebserh.gov.br

Department of Gastrointestinal and Liver Transplant Surgery
São Luís, Maranhão, Brazil

May 4, 2026

U.S. Citizenship and Immigration Services

RE: Letter in Support of the EB-2 National Interest Waiver Petition of Dr. Yglésio Luciano Moyses Silva de Souza

To Whom It May Concern,

I am writing in support of Dr. Yglésio Souza's petition under the EB-2 National Interest Waiver category. I am Full Professor and Head of the Digestive System Surgery Service at the Federal University of Maranhão (UFMA) and head of the institution's hepatopancreatobiliary and liver transplant program. My academic training is in digestive system surgery and gastroenterology, with a Master's degree and a Doctorate in Surgical Clinic, and post-graduate clinical training at institutions in the United States, Canada, Germany, the United Kingdom, Switzerland, Japan, Singapore, and Spain. I have known Dr. Souza for many years, beginning during his medical formation at UFMA, and the perspective I provide here is that of a senior academic surgeon who has had occasion to observe his trajectory over time.

Before describing my view of his work, I should disclose that Dr. Souza and I are co-authors of the 2017 publication in Arquivos Brasileiros de Cirurgia Digestiva (ABCD) describing the Modified Heidelberg technique for pancreaticojejunal anastomosis after pancreatoduodenectomy. I was first author on that paper; Dr. Souza was among the co-authors who participated in its clinical development. I make this disclosure deliberately. In my judgment, my position as co-author makes my opinion of his work more useful to USCIS, not less, because I can speak from direct knowledge of how he engages with surgical-technique development rather than from secondhand impression.

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Rua Barão de Itapary, nº 227 - Bairro Centro, São Luís/MA, CEP 65020-070
- http://huufma.ebserh.gov.br

Dr. Souza completed his medical training at UFMA and subsequently pursued his doctoral training at the University of São Paulo (USP) Faculty of Medicine, where he obtained a Ph.D. in Experimental Pathophysiology. His doctoral research, which he led as first author and corresponding author of the resulting publication in Clinics (São Paulo) in 2010, addressed the experimental treatment of intra-abdominal infection. This is a clinically substantive topic, situated at the intersection of inflammatory response, sepsis biology, and surgical critical care — a topic that bears directly on outcomes in major abdominal surgery, including the kind of procedures we perform in our department. The fact that his doctoral work led to a peer-reviewed publication in which he was first and corresponding author is, in my professional opinion, evidence of independent scientific capability of a kind that is not to be assumed in physicians at his career stage.

Returning to the Modified Heidelberg technique paper of which Dr. Souza is co-author: it has subsequently been adopted into operative practice and formally evaluated by independent international centers. To my knowledge, the technique was applied and studied in a 208-patient cohort at Kidwai Cancer Institute (Bengaluru, India) over a ten-year period and reported in the South Asian Journal of Cancer in 2019; and it has been incorporated into the operative protocol of pancreatoduodenectomy in a 1,422-patient cohort at Tata Memorial Centre (Mumbai), reported in Annals of Surgery in 2026. I mention this not to overstate the case, but because translational adoption of a surgical technique by independent high-volume centers is, in pancreatic surgery, a meaningful and uncommon endpoint. It indicates that the technique is sufficiently safe and reproducible to be entrusted to other surgical teams.

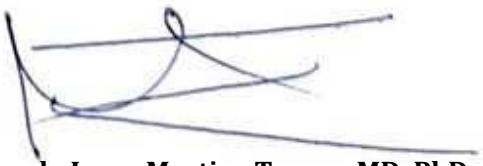
I understand that Dr. Souza intends, on entering the United States and completing the U.S. medical licensure pathway, to develop a translational research and care-delivery program in metabolic surgery for type 2 diabetes and obesity, with attention to underserved populations. From the perspective of an academic surgeon who has worked across surgical systems in several countries, I find this proposal coherent with his prior trajectory and relevant to demonstrated U.S. health-system needs. The disparity in surgical access between metropolitan and non-metropolitan U.S. populations

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— documented in the workforce projections of the AAMC and HRSA — is structurally similar to the access disparities we work to address in northeastern Brazil, and the methodologies for addressing it transfer between systems.

For these reasons, I support Dr. Souza's EB-2 NIW petition and remain available for any further information USCIS may require.

Sincerely,



Orlando Jorge Martins Torres, MD, PhD
Full Professor and Head
Department of Gastrointestinal and Liver Transplant Surgery
Federal University of Maranhão (UFMA)
São Luís, Maranhão, Brazil

DR. ORLANDO JORGE MARTINS TORRES

- Full Professor and Head of the Digestive System Surgery Service
- Head of the Liver Transplant Service,
  President Dutra University Hospital,
  Federal University of Maranhão - UFMA
- Oncological Surgery of the Digestive System
- Liver, Pancreas and Bile Duct Surgery
- Laparoscopic Surgery

PROFILE



ACADEMIC TRAINING

Specialist in Digestive System Surgery (CBCD)
Specialist in Gastroenterology (FBG)
Master in Surgical Clinic (UFPR)
Doctor in Surgical Clinic (UFPR)
Associate Professor in Surgical Clinic (UFC)

POSITION AND FUNCTION

Full Professor and Head of the Digestive System Surgery Service at the Presidente Dutra University Hospital of the Federal University of Maranhão – (UFMA)

Click here to access my resume

THESIS AND MEMORIAL

2015 – Full Professor – Descriptive Memorial

2000 – Associate Professor: “Diagnosis and treatment of postoperative enterocutaneous fistulas”.

1997 – PhD: “Bacterial translocation: efficacy of an immunostimulatory diet in rats subjected to intestinal occlusion”.

1994 – Master’s degree: “Histological evaluation of the regeneration of splenic autotransplants: experimental study in rats”.

TRAINING ABROAD

2023	**IKEM Hospital**	**Prague – Czech Republic**	Advisor: Prof. Jiri Fronek
	Vall D'hebron Hospital	**Barcelona – Spain**	Advisor: Prof. Ramon Charco
	Miguel Servet University Hospital	**Zaragoza – Spain**	Advisor Prof. Alejandro Serrablo
	Curry Cabral Hospital	**Lisbon – Portugal**	Advisor: Prof. Hugo Marques
2022	**National University Hospital**	**Singapore**	Advisor: Prof. Alfred Kow
	Cipto Mangunkusumo Hospital	**Jakarta – Indonesia**	Advisor: Prof. Toar Lalisang
2019	**Asan Medical Center Hospital**	**Seoul – South Korea**	Advisor: Prof. Ki-Hun Kim
	Auckland City Hospital	**Auckland – New Zealand**	Advisor: Prof. Adam Bartlett
2018	**Humanitas Research Hospital**	**Milan – Italy**	Advisor: Prof. Guido Torzill
	UniversitatsKlinikum Heidelberg Hospital	**Heidelberg – Germany**	Advisor: Prof. Markus Buchler
	Jackson Memorial Hospital	**Miami – USA**	Advisor: Prof. Rodrigo Vianna
	Chris Hani Baragwanath Hospital	**Johannesburg – South Africa**	Advisor: Prof. Martin Smith
2017	**AGEO Central General Hospital**	**Tokyo – Japan**	Advisor: Prof. Go Wakabayashi
	Second Affiliated Hospital	**Hangzhou – China**	Advisor: Prof. Shu Yo Peng and Prof: Jiang-Tao Li
2016	**University Hospital of Zurich**	**Zurich – Switzerland)**	Advisor: Prof. Pierre-Alain Clavien
	Tata Memorial Cancer Center	**Mumbai – India**	Advisor: Prof. Shailesh Shrikhande
2015	**Oslo University Hospital**	**Oslo – Norway**	Advisor: Prof. Pal-Dag Line
2012	**Imperial College of London**	**London – UK**	Advisor: Prof. Nagy Habib
2010	**MD Anderson Cancer Center**	**Houston – USA**	Advisor: Prof. Jean Nicholas Vauthey
2008	**University Hospital of Wuerzburg**	**Wuerzburg – Germany**	Advisor: Prof. Arnulf Thiede and Prof. Ulrich Andreas Dietz
2005	**University of Pittsburgh Medical Center**	**Pittsburgh – USA**	Advisor: Prof. Amadeo Marcos and Prof. Paulo Fontes
2000	**Memorial Sloan Kettering Cancer Center**	**New York – USA**	Advisor: Prof. Leslie Blumgart
1999	**Shouldice Hospital**	**Toronto – Canada**	Advisor: Prof. Cassim Degane

SPECIALIST TITLE AND QUALIFICATION

Oncological Surgery of the Digestive System – Brazilian College of Digestive Surgery
Digestive System Surgery – Brazilian College of Digestive Surgery
Gastroenterology – Brazilian Federation of Gastroenterology
General Surgery – Brazilian College of Surgeons

HOSPITAL UNIVERSITÁRIO DA UNIVERSIDADE FEDERAL DO MARANHÃO
GERÊNCIA DE ATENÇÃO À SAÚDE
DIVISÃO DE GESTÃO DO CUIDADO
UNIDADE DO SISTEMA CARDIORRESPIRATÓRIO
(Ext 1231)

São Luís, Maranhão, Brazil
May 1, 2026

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

RE: Letter of Recommendation in Support of the EB-2 National Interest Waiver Petition of Dr. Yglésio Luciano Moyses Silva de Souza

Dear USCIS Officer,

I write to support Dr. Yglésio Souza's petition for permanent residence in the United States under the EB-2 classification with National Interest Waiver. I write from the perspective of a cardiovascular surgeon whose entire professional life has been spent at the interface between cardiac surgery, structural heart disease, and the systemic metabolic conditions that drive long-term cardiovascular morbidity. My credentials in this regard are: a Doctorate and Post-Doctorate from the University of São Paulo (USP) Faculty of Medicine; international clinical fellowships at the University of Alabama at Birmingham and at The Prince Charles Hospital in Brisbane, Australia; an associate professorship at the Federal University of Maranhão (UFMA); and the past presidency of the Brazilian Society of Cardiovascular Surgery (SBCCV), which I served during the 2024–2025 biennium and which is the principal national society representing cardiovascular surgeons in Brazil.

I should disclose at the outset the nature of my familiarity with Dr. Souza's work. He is not a personal collaborator of mine. I have not co-authored a publication with him, and I have not shared a clinical service with him. My knowledge of his trajectory is that of a senior academic cardiovascular surgeon who has, over the course of years, encountered his published work in the metabolic-surgery literature, observed his profile within the Brazilian academic community in São Luís (where I am a professor at UFMA, the institution where he completed his medical training), and formed an independent assessment of the relevance of his contribution. I make this disclosure because, in my view, the strongest letters of support are those whose limitations are stated transparently, allowing the reader to weight the testimony accordingly.

Notwithstanding the indirect nature of our acquaintance, I provide this letter because the Petitioner's field of work and proposed endeavor in the United States bear a direct and material relationship to the principal cause of mortality in the U.S. population — cardiovascular disease — and therefore fall within an area on which my own professional judgment is qualified to opine.

According to the U.S. Centers for Disease Control and Prevention, cardiovascular disease has been the leading cause of death in the United States for nearly every year of the past century, and the principal modifiable upstream drivers of that mortality are precisely the conditions that metabolic surgery addresses: type 2 diabetes mellitus, severe and morbid obesity, dyslipidemia, hypertension, and the broader metabolic syndrome. Effective surgical management of these conditions reduces, in measurable terms, the lifetime cardiovascular risk of the populations served — and that is the point at which the proposed endeavor of Dr. Souza intersects with U.S. national interest in a way that is concrete rather than abstract.

Dr. Souza's most recognized scientific contribution is the 2009 publication in Obesity Surgery describing laparoscopic duodenal-jejunal exclusion for the treatment of type 2 diabetes mellitus in patients with body mass index below 30 kg/m² (the "LBMI" study), of which he is a co-author. The contribution of that publication is not merely procedural. It addressed an open clinical question — whether the metabolic benefits of foregut-bypass procedures could be demonstrated in patients outside the traditional severely-obese profile — and it did so with prospective biochemical evidence. The published results, drawn from a cohort of twenty patients followed for six months, documented a 43.8 percent reduction in fasting glycemia and a 22.8 percent reduction in glycosylated hemoglobin (HbA1c), both at $p<0.001$ statistical significance, with eighteen of the twenty patients achieving glycemic control without oral hypoglycemic medication at the six-month endpoint. These figures are reproduced from the original peer-reviewed publication and are independently verifiable. From the standpoint of cardiovascular medicine, an HbA1c reduction of that magnitude in a non-severely obese diabetic population is clinically meaningful, because every percentage-point reduction in HbA1c is associated, in the published cardiovascular outcomes literature, with measurable reduction in the long-term incidence of myocardial infarction, microvascular complications, and all-cause mortality.

Beyond the LBMI study, the Petitioner's scientific formation is unusual in its depth for a clinically active surgeon. He completed surgical residency at the Instituto de Assistência Médica ao Servidor Público Estadual (IAMSPE) in São Paulo, and subsequently obtained a Doctorate in Experimental Pathophysiology from USP — the same institution from which I obtained my own doctoral degree, and an institution whose pathophysiology program is internationally regarded for its rigor in mechanistic surgical research. His doctoral thesis addressed the experimental treatment of intra-abdominal infection and the systemic inflammatory response that accompanies severe surgical disease, a topic that is methodologically adjacent to the inflammatory-pathway research that informs contemporary cardiovascular medicine. The combination of clinical surgical training, doctoral-level mechanistic research, and continued engagement with metabolic-surgery practice

produces a profile that is uncommon in Brazilian academic medicine and that is directly relevant to the U.S. health-system priority of reducing chronic-disease burden in underserved populations.

Dr. Souza has indicated that, on completion of U.S. medical licensure, he intends to develop a translational research and care-pathway program in metabolic surgery for type 2 diabetes and obesity, with particular focus on underserved and non-metropolitan U.S. populations. From the perspective of a cardiovascular surgeon, that endeavor addresses the upstream causes of the disease burden that my own specialty manages downstream. The U.S. populations that the Health Resources and Services Administration documents as bearing the highest concentration of physician shortage — Hispanic and Latino communities, African-American communities in the southeastern United States, rural populations in HHS Regions 4 and 6 — are the same populations that the U.S. CDC identifies as carrying the disproportionate burden of type 2 diabetes, obesity, and cardiovascular mortality. A surgeon-investigator with documented competence in metabolic surgery for non-severely obese diabetic populations is, in my professional judgment as a cardiovascular surgeon, a useful contributor to the chronic-disease access disparity that drives a measurable share of preventable U.S. cardiovascular deaths each year.

The legal standard governing this petition, as I understand it, is the three-prong analysis articulated in Matter of Dhanasar — whether the proposed endeavor has substantial merit and national importance, whether the petitioner is well positioned to advance it, and whether on balance the waiver of the labor-certification requirement benefits the United States. I do not opine on the legal sufficiency of those prongs, which is a matter for U.S. counsel and U.S. immigration authorities. I opine on the medical-substantive premises that underlie them, and on those premises I find that the Petitioner's proposed endeavor is medically substantial, that the field is one of national importance to U.S. public health, and that the Petitioner's record reflects the kind of integrated clinical-scientific capacity required to advance work in that field.

For these reasons, I support Dr. Souza's EB-2 National Interest Waiver petition, and I remain available to USCIS for any clarification this letter may require.

Respectfully,



Prof. Dr. Vinicius José da Silva Nina
Past President, Brazilian Society of Cardiovascular Surgery (SBCCV) — biennium 2024–2025
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GUEST



VINICIUS JOSE DA SILVA NINA

São Luís / MA

Post-Doctorate

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President of the Brazilian Society of Cardiovascular Surgery (Management 2024-2025)
Associate Professor of Medicine at the Federal University of Maranhão (UFMA)
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Doctorate and Post-doctorate at the Faculty of Medicine at USP

Activities

PRINT (/EVENTO/79CBC/PROGRAMACAO/AGENDA/13813)

09/20/2024
SBC AUDITORIUM
CONFLICT OF INTEREST (/EVENTO/79CBC/PROGRAMACAO/MODALCONFLITO/13813)

09:00 to 10:00 - Mitral valve repair
COORDINATOR
(/evento/79cbc/programacao/modalatividade/656)

09/21/2024
SBC AUDITORIUM
10:40 to 11:40 - Coronary artery bypass graft surgery
COORDINATOR
(/evento/79cbc/programacao/modalatividade/525)

09/21/2024
AUDITORIUM 16
5:00 PM to 6:00 PM - Contemporary approach to aortic valve disease
COORDINATOR
(/evento/79cbc/programacao/modalatividade/524)

To go back

(JAVASCRIPT:VOID(0))

DR. MARCELO QUEIROGA
CRM-PB: 4197 RQE 2145

Marcelo Antônio Cartaxo Queiroga Lopes, M.D.
Former Minister of Health of Brazil (2021–2022)

Brasília, Brazil
May 6, 2026

U.S. Citizenship and Immigration Services

Re: Letter in Support of the EB-2 National Interest Waiver Petition of Dr. Yglésio Luciano Moyses Silva de Souza

Dear Adjudicator,

I am writing in support of Dr. Yglésio Souza's petition for permanent residence in the United States under the EB-2 National Interest Waiver category. From 2021 through 2022 I served as Minister of Health of the Federative Republic of Brazil. Before that I served as President of the Brazilian Society of Cardiology and as President of the Brazilian Society of Hemodynamics and Interventional Cardiology. I am a board-certified interventional cardiologist with a Ph.D. in Bioethics, and a Fellow of the American College of Cardiology. I do not write this letter as a personal acquaintance of Dr. Souza but in my capacity as a former senior public-health official whose attention his work has drawn.

Dr. Souza occupies an unusual position in the Brazilian medical landscape. He is a clinically active surgeon with a Ph.D. in Experimental Pathophysiology and a doctoral record in surgical-translational research. He is also a trained jurist, and he served two elected terms as State Representative in the Legislative Assembly of Maranhão, where he chaired the Health Commission. From that position, his work intersected with national health-policy decisions that I oversaw or was made aware of as Minister, particularly with respect to ICU capacity and chronic-disease care delivery in northeastern Brazil — a region of structural workforce constraint in which the questions of access, care equity, and physician distribution are of the same nature as those documented in non-metropolitan United States.

What I find unusual and substantively useful in Dr. Souza's profile is the integration of three things that ordinarily live apart: clinical competence in a surgical specialty (metabolic surgery and digestive surgery), independent scientific capability documented by peer-reviewed publication, and operational understanding of how care delivery is built and constrained at a system level. Policy-makers depend on physicians who can do all

DR. MARCELO QUEIROGA
CRM-PB: 4197 RQE 2145

three, because translation of clinical evidence into care-pathway design requires fluency in each. There are not many of them.

Dr. Souza has indicated to me that he intends to contribute, after admission to the United States, to the design and translational evaluation of metabolic-surgery care pathways for type 2 diabetes and obesity in underserved populations. From the perspective of someone who has overseen national-level health policy, I view this as a substantively relevant proposal, not a generic one. The chronic-disease burden in U.S. underserved populations, the geographic concentration of physician shortages identified by the Health Resources and Services Administration, and the access disparities documented in the AAMC physician-workforce projections describe a problem set for which a clinical-and-policy-fluent surgeon-investigator is a useful contributor. The transferability of this kind of work between national health systems is, in my experience, real and not theoretical.

For these reasons, I respectfully recommend approval of Dr. Souza's EB-2 National Interest Waiver petition, and I remain available to provide any further information USCIS may require.

Respectfully,

Dr. Marcelo Antônio C. Queiroga Lopes
Hemodinâmica
Cardiologia Intervencionista
CRM 4197

Marcelo Antônio Cartaxo Queiroga Lopes, M.D.
Former Minister of Health of Brazil (2021–2022)
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Lattes ID: **8072988659584337**
Last updated on 05/12/2022

Minister of Health of Brazil. He graduated in Medicine from the Faculty of Medicine of the Federal University of Paraíba (1988) and is a specialist in Cardiology with Areas of Expertise in Hemodynamics and Interventional Cardiology certified by the Brazilian Society of Cardiology (SBC) and the Brazilian Medical Association (AMB). He completed his Medical Residency in Cardiology, recognized by the Ministry of Education (MEC), at Hospital Adventista Silvestre (RJ) in 1992. He was Director of the Department of Hemodynamics and Interventional Cardiology (Cardiocenter) of Hospital Alberto Urquiza Wanderley (Unimed João Pessoa) and interventional cardiologist at Hospital Metropolitano Dom José Maria Pires, Paraíba, working mainly on the following areas: 1) Drug treatment and percutaneous revascularization in unstable myocardial ischemic syndromes; 2) Diagnosis and treatment of ischemic myocardial disease with interventional methods; 3) Interventional Treatment of Valvular Disease; 4) Ethical Aspects of the Practice of Medicine; and; 6) Health Technology Assessment. He also served as a Director of the Brazilian Society of Hemodynamics and Interventional Cardiology (area of Cardiology validated by the Federal Council of Medicine), of which he served as president in the 2012/2013 biennium, being a permanent member of its Advisory Board. He is a member of the Regional Council of Medicine of the State of Paraíba as a Full Councilor. In 2018, he was elected as the sixtieth President of the Brazilian Society of Cardiology for the 2020-2021 biennium, being inaugurated on December 13, 2019. **(Text provided by the author)**

Dr. Tiago José Mendes Fernandes

Former Secretary of State for Health—Maranhão,Brazil(April 2022 – April 2026)

São Luís, Maranhão, Brazil
May 8, 2026

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

RE: Letter in Support of the EB-2 National Interest Waiver Petition of Dr. Yglésio Luciano Moyses Silva de Souza

Dear USCIS Officer,

Iwrite in support of Dr. Yglésio Luciano Moyses Silva de Souza's petition for permanent residence in the United States under the EB-2 National Interest Waiver category. From April 2022 through April 2026, I served as Secretary of State for Health of Maranhão, the executive officer responsible for the planning, financing, and oversight of the public health system serving approximately 7 million residents across 217 municipalities in northeastern Brazil. I write this letter from that position of administrative responsibility — now concluded — and on the basis of four full years of direct, day-to-day observation of Dr. Souza's legislative work as it intersected with the public health system I oversaw.

I should state at the outset that I do not write as a personal acquaintance or political ally of Dr. Souza. Throughout the entirety of my four-year tenure as Secretary of Health, Dr. Souza served as State Representative in the Legislative Assembly of Maranhão as a politically independent parliamentarian, not aligned with the executive administration to which I belonged. The substantive working relationship between us was therefore strictly that between a public-health administrator and a non-aligned legislator with subject-matter expertise. I provide this letter because, in my professional administrative judgment, his contribution to the public health infrastructure of the State of Maranhão has been materially significant and is structurally relevant to the kind of work he proposes to undertake in the United States.

Dr. Souza's engagement with the Maranhão public health system predates his elected office. From January through July 2013, before entering legislative office, he served as Director General of the Hospital Municipal Djalma Marques ("Socorrão I"), described in the official record of the Legislative Assembly of Maranhão as the largest urgency hospital of the State of Maranhão. The operational record of that period is documented in contemporaneous national press coverage (including TV Globo's Jornal Hoje and the

public broadcaster TV Brasil's Repórter Brasil, both of which reported in January 2013 on his social-media-organized civilian-donation campaign that restored the institutional food supply during a transition crisis) and in regional reporting. As I was not Secretary of Health in 2013, my testimony in this letter is directed to the more recent period of direct, day-to-day administrative observation — that is, his work as State Representative during my tenure as Secretary of Health.

Since February 2019 — across two consecutive elected terms (2019–2022 and 2023–present) — Dr. Souza has served as State Representative in the Legislative Assembly of Maranhão (Assembleia Legislativa do Estado do Maranhão, "ALEMA"), where he has held positions on the Assembly's Health Commission, including as Vice-President of the Commission. Throughout the four-year period of my service as Secretary of Health, he served as the principal parliamentary interlocutor between the public health system that I administered and the legislative branch of state government on substantive health matters. The legislative output and parliamentary actions outlined in the paragraphs that follow are matters of public record and can be independently verified through the Diário Oficial do Estado do Maranhão and the official communications of the Legislative Assembly. Source links are listed in the appendix to this letter.

Among the legislative work that Dr. Souza has authored or co-authored in the area of public health during my tenure as Secretary, four enacted instruments and one parliamentary action merit specific mention because of their direct and material impact on the public health system of the State of Maranhão:

Law No. 12,481 of 12 February 2025 — Integration of Private-Sector Medical Requisitions into the Public Health System. Of Dr. Souza's authorship (originating Bill PL 460/2024). The law establishes that medical requisitions for examinations and therapies issued by physicians of the private health network must be accepted at the centralized appointment-scheduling system of the public health system of Maranhão (Centrais de Marcação de Consultas e Serviços de Saúde do Sistema Público). The legislation directly addresses one of the most persistent access barriers in the Brazilian public health system: the procedural rejection of diagnostic and therapeutic requisitions issued in the private network by patients who subsequently depend on the public network for actual procedure delivery. The law's stated objective, articulated in its Article 4, is "to assure the right of access to essential health services, regardless of the network of origin of the initial care, promoting greater agility and efficiency in the care of citizens." From an administrative perspective, this is one of the most consequential pieces of access-equity legislation enacted in Maranhão during my tenure as Secretary.

Law No. 11,480 of 2021 — Priority Boarding of Physicians in Active Duty on State Ferry-Boat Transit. Of Dr. Souza's authorship, sanctioned by then-Governor Flávio Dino. Maranhão is a state of complex geography, with significant island and peninsular territory accessible only through public ferry-boat services. Physicians traveling between the mainland and island municipalities to attend on-call shifts and emergency duties were routinely delayed by ordinary boarding queues, with direct adverse effects on

patient outcomes in those municipalities. This law established statutory priority for physicians in documented active duty, with the practical consequence of materially shortening the time between an emergency request and physician arrival at island health facilities. From an administrative perspective, this is the kind of granular access-policy intervention that is rarely identified by health administrators themselves, and that demonstrates the value of legislators with active clinical experience.

Law No. 11,476 of 13 May 2021 — State Program for the Incentive of Donations for Health (Programa Estadual de Incentivo às Doações para a Saúde). Of Dr. Souza's authorship, sanctioned by then-Governor Flávio Dino without vetoes during the early phase of the COVID-19 pandemic. The law establishes the legal architecture by which natural and legal persons may direct donations to public-health institutions, with proceeds applied to the construction and maintenance of hospitals, clinics, and basic health units; to outbreak, epidemic, and pandemic prevention; and to high-complexity treatments. It also opened a specific channel for parliamentary amendments to be directed to the same purpose. The law has been operational throughout my tenure as Secretary.

Bill of Law No. 081/2020 — Suspension of Public-Examination Validity During the State of Public Calamity. Of Dr. Souza's authorship, approved in March 2020 in remote videoconference session of the Legislative Assembly during the early phase of the COVID-19 pandemic. The law suspended the validity of all open civil-service examinations administered by the Maranhão state government — including health- system examinations — until the conclusion of the formally declared state of public calamity, thereby preventing the loss of qualified candidates and protecting the integrity of the examination process during the pandemic emergency.

Articulation of joint parliamentary commitment for Hospital Aldenora Bello (May–October 2019). Hospital Aldenora Bello is the reference oncology hospital of the State of Maranhão, maintained by the Fundação Antônio Jorge Dino. In May 2019, the institution faced a financial crisis that had forced the suspension of services to patients in active cancer treatment. Dr. Souza, then Vice-President of the Legislative Assembly's Health Commission, articulated the joint commitment document that obtained the signatures of all 42 state deputies, each allocating R$ 100 thousand of his or her individual parliamentary amendment to the institution — totaling R$ 4.2 million (approximately US$ 1 million at then-prevailing exchange rates). This action was formally recorded in the official communications of the Legislative Assembly dated 22 May 2019 and reported by independent regional press in October 2019. The collective commitment restored the financial conditions for the continuity of cancer-emergency, home-care, pain-management, and palliative-care services.

Beyond the enacted legislation listed above, Dr. Souza was a sustained public voice during the COVID-19 pandemic on the prioritization of vaccination for socioeconomically vulnerable populations and for individuals with comorbidities documented through the public health system rather than only through

private-sector pathways. His parliamentary statements on this point were registered in the official communications of the Legislative Assembly. From the perspective of a Secretary of Health overseeing a state with the highest poverty incidence in the Brazilian federation, the focus on equity-of-access during the vaccination rollout was substantively appropriate.

What distinguishes Dr. Souza's contribution to public health in Maranhão, in my professional view as an administrator who observed his work over four full years of my tenure, is the integration of three capacities that ordinarily live in separate professionals: clinical and surgical competence as an attending physician with a Ph.D. in Experimental Pathophysiology; administrative experience in running a high-volume public hospital; and legislative and financial fluency in directing public resources to specific health- system gaps. Most physicians who enter politics lose clinical fluency. Most administrators do not legislate. Most legislators cannot read a clinical protocol or evaluate a hospital operations report. Dr. Souza has demonstrated all three capacities concurrently, and the combination has produced measurable, audited effects on the state's public-health legislative architecture during the period of my tenure as Secretary.

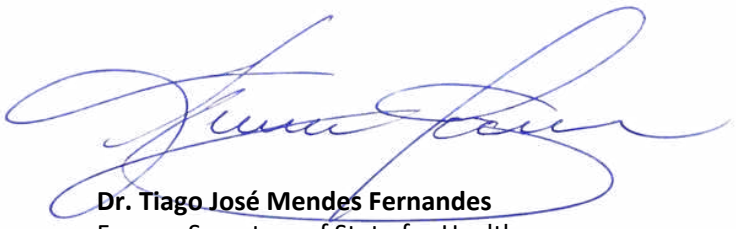
I want to address directly the question of why my testimony is relevant to a U.S. immigration adjudication. Maranhão is, by official Brazilian indicators, among the poorest states in Brazil — with the highest poverty rate among the 27 federative units (51.6% of the population, IBGE Síntese de Indicadores Sociais 2024), the lowest Human Development Index in the country (PNUD/UNDP), and persistent disparities in access to high-complexity health services that disproportionately affect rural and non-metropolitan populations. The structural problem we work with in Maranhão is, in its essential features, the same structural problem that the U.S. Health Resources and Services Administration documents in HHS Regions 4 and 6 — that is, the southeastern and south-central United States, including Mississippi, Alabama, and Louisiana — where, for example, all 82 counties of Mississippi are designated medically underserved, where physician-to-population ratios in rural counties run dramatically below the national average, and where the AAMC and HRSA project the most acute physician workforce shortfalls through 2037. The methodology of designing care pathways, directing public resources, and integrating clinical and administrative capacity to address such disparities does not change at the border. Dr. Souza's experience operating within a structurally similar resource-constrained system is, in my professional judgment, directly translatable to the U.S. underserved-population context that he proposes to serve.

Dr. Souza has indicated to me that, on completion of U.S. medical licensure, he intends to focus his clinical and research activity on care-pathway design for type 2 diabetes and obesity in U.S. underserved populations, integrating metabolic surgery with implementation science and chronic-disease management. From the perspective of a public-health administrator who has worked alongside him for four years, that is a substantively appropriate continuation of the work he has done in Maranhão. The United States, like Brazil, faces concentrated chronic-disease burden in populations whose access to

surgical and metabolic care is limited by geographic and economic factors. A physician-administrator-legislator with documented capacity to operate across all three dimensions — and with the linguistic and cultural capacity to engage Hispanic, Latino, and Lusophone immigrant populations identified by the U.S. Centers for Disease Control and Prevention as bearing disproportionate type 2 diabetes burden — is, in my professional view, a useful contributor to that problem.

For the foregoing reasons, I respectfully recommend approval of Dr. Souza's EB-2 National Interest Waiver petition, and I remain available to USCIS for any clarification or supporting documentation that may be required.

Sincerely,



Dr. Tiago José Mendes Fernandes
Former Secretary of State for Health
State of Maranhão, Brazil (April 2022 – April 2026)

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APPENDIX — Verifiable public sources for the legislative, administrative, and structural facts cited in this letter

Brazilian official sources (legislation, parliamentary record, public administration):

• Lei Estadual nº 12.481, de 12 de fevereiro de 2025 — Integration of private-network medical requisitions into the public health system. Originating bill: PL 460/2024. Official text: https://arquivos.al.ma.leg.br/ged/legislacao/LEI_12481

• Lei Estadual nº 11.480, de 2021 — Priority boarding of physicians in active duty on state ferry-boat transit. Coverage of sanction: https://g7ma.com/sancionada-lei-de-autoria-do-deputado-yglesio-que-garante-prioridade-a-medicos-em-ferry-boats/

• Lei Estadual nº 11.476, de 13 de maio de 2021 — Programa Estadual de Incentivo às Doações para a Saúde. Official record: https://www.al.ma.leg.br/noticias2/41216

• Bill of Law No. 081/2020 — Suspension of public-examination validity during the state of public calamity. Authorship: Deputy Dr. Yglésio. Official record: https://www.al.ma.leg.br/noticias/39963

• Articulation of joint parliamentary commitment for Hospital Aldenora Bello (May–October 2019, R$ 4.2 million in parliamentary amendments). Official record of Legislative Assembly: https://www.al.ma.leg.br/noticias/38131; Jusbrasil

reproduction: https://www.jusbrasil.com.br/noticias/deputados-assinam-carta-compromisso-para-destinar-r-42-milhoes-ao-hospital-aldenora-bello/711696272; subsequent disbursement record: https://www.al.ma.leg.br/noticias/39522

• Parliamentary statements by Dr. Souza on equitable vaccination access during COVID-19: https://www.al.ma.leg.br/noticias2/41179

• National press coverage of the January 2013 civilian-donation campaign during Dr. Souza's tenure at Hospital Djalma Marques: TV Brasil Repórter Brasil — https://www.youtube.com/watch?v=XtGt5m9NdvY (broadcast 11 January 2013); TV Globo Jornal Hoje — https://g1.globo.com/jornal-hoje/video/diretor-de-hospital-no-ma-pede-alimentos-para-pacientes-pelas-redes-sociais-2340011.ghtml; regional press: https://imirante.com/noticias/sao-luis/2013/01/12/diretor-do-socorrao-i-agradece-por-doacoes-feitas-ao-hospital

• Diário Oficial do Estado do Maranhão (DOE-MA): https://diariooficial.ma.gov.br

• Portal da Transparência do Estado do Maranhão — execution record of parliamentary budget amendments: https://www.transparencia.ma.gov.br

• Tribunal de Contas do Estado do Maranhão (TCE-MA) — independent audit oversight: https://www.tce.ma.gov.br

• Assembleia Legislativa do Maranhão (ALEMA), official communications archive: https://www.al.ma.leg.br

U.S. and international sources for the Maranhão / U.S. underserved-state structural parallel:

• IBGE — Síntese de Indicadores Sociais 2024 (poverty rate by Brazilian state; Maranhão 51.6%): https://agenciadenoticias.ibge.gov.br/agencia-noticias/2012-agencia-de-noticias/noticias/42074

• PNUD/UNDP — Atlas of Human Development in Brazil; Brazilian state HDI rankings (Maranhão consistently among the lowest two): https://www.undp.org/brazil

• HRSA — Health Workforce Shortage Areas (HPSAs); HHS Regions 4 and 6: https://data.hrsa.gov/topics/health-workforce/shortage-areas

• Mississippi State Department of Health — Primary Care Needs Assessment 2021 (all 82 Mississippi counties designated medically underserved): https://msdh.ms.gov/msdhsite/_static/resources/7357.pdf

• AAMC — The Complexities of Physician Supply and Demand: Projections from 2021 to 2036: https://www.aamc.org/data-reports/workforce/data/complexities-physician-supply-and-demand-projections-2021-2036

• U.S. Centers for Disease Control and Prevention — Hispanic/Latino populations and type 2 diabetes burden: https://www.cdc.gov/diabetes/health-equity/diabetes-by-the-numbers.html

Tiago José Mendes Fernandes

Secretary of State for Health , **Government of the State of Maranhão**



Message

Biography

Tiago José Mendes Fernandes is the Secretary of State for Health of Maranhão, a position he holds with dedication to strengthening the state's public health system. With extensive experience in health management, he has worked on developing public policies aimed at improving care for the population of Maranhão. At the head of the State Health Secretariat of Maranhão, he coordinates strategic programs for prevention, medical assistance, and hospital infrastructure. His management focuses on modernizing health services, expanding access to medical care, and strengthening the healthcare network in the state, contributing significantly to the well-being of the population.

Government of the State of Mar

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Exhibit C.II – Second Prong – Financial Feasibility

STATEMENT OF RESOURCES AND INDEPENDENT CAPACITY

Exhibit F-2 — Third Prong Supporting Document

In re: I-140 Self-Petition of Dr. Yglésio Luciano Moysés Silva de Souza

1. Purpose and Limits of This Statement

This statement is offered for one purpose: to corroborate that the proposed endeavor is self-directed and does not depend on a job offer from any single United States employer. It is not offered as evidence of national importance, of the Petitioner's qualifications, or of his progress toward the endeavor, each of which is established elsewhere in the record.

Every figure stated below is supported by the records attached at Exhibits F-2.1 through F-2.5. Where a figure and an underlying record differ, the record controls.

2. Self-Directed Nature of the Endeavor

The endeavor is an implementation-focused translational research program whose initial activities are evidence synthesis, research and protocol design, pathway development, scholarly collaboration, publication, and implementation planning. Those activities are not structured around a permanent position with one employer. Institutional approvals and partnerships will be obtained wherever required, but the endeavor is broader than any single employment relationship. See Exhibits C-1, C-2, and F-1.

3. United States Real Property and Rental Income

Dr. Souza holds membership interests in two Florida limited liability companies, which together own ten residential properties in Florida. He does not hold title to those properties individually; title is held by the companies. Formation and ownership records are attached at Exhibit F-2.4, and deeds, closing statements, county property records, mortgage records, and tax records are attached at Exhibit F-2.1.

The portfolio produces recurring net rental income of approximately USD 15,000 per month — approximately USD 180,000 per year — measured after property-level operating expenses, management fees, and debt service, as shown in the property-management statements and rental ledgers attached at Exhibit F-2.2. No aggregate market valuation of the properties is asserted or relied upon.

4. Financial Investments

Dr. Souza maintains financial investments of approximately USD 800,000, evidenced by the account statements or financial-institution letter attached at Exhibit F-2.3, which identify the account holder, the approximate balance, the statement date, and any material restriction on liquidity. These assets provide a liquidity reserve for personal support and for research-related expenses, professional services, travel, conference participation, statistical or methodological assistance, and publication costs.

5. Additional Income in Brazil

Dr. Souza also receives business and rental income in Brazil. Those amounts are documented separately and are not relied upon in this statement, because the United States resources described in Sections 3 and 4 are alone sufficient for the purpose stated in Section 1. Any Brazilian figure introduced later in these proceedings will be accompanied by an accountant's certification identifying whether it represents gross receipts or net distributable income, together with a dated exchange-rate record (Exhibit F-2.5).

6. Capacity to Fund the Initial Phases

The initial non-clinical phases require comparatively modest direct expenditures: scientific literature and software, statistical and methodological support, professional and administrative services, conference participation and travel, publication expenses, and institutional collaboration costs. The recurring income and investment resources described above materially exceed the anticipated direct cost of those activities.

This financial capacity does not eliminate the need for institutional approvals, data-use agreements, IRB determinations, employment authorization, or any other legal requirement. It demonstrates only that Dr. Souza is not financially dependent on obtaining a position from one specific United States employer in order to begin and sustain the properly authorized non-clinical components of the endeavor.

7. Independence from a Single Employer

Dr. Souza's resources arise from more than one source and from more than one jurisdiction. That diversified profile corroborates the self-directed and multi-institutional character of the proposed endeavor, and is consistent with the third-prong showing that labor certification — a process designed to test the availability of a United States worker for one position at one employer — is not well suited to evaluate this endeavor.

8. Schedule of Supporting Documentation

- **Exhibit F-2.1** — Deeds or closing statements; county property records; mortgage and tax records for the ten Florida residential properties.
- **Exhibit F-2.2** — Property-management statements and rental ledgers supporting the stated net rental income.
- **Exhibit F-2.3** — Account statements or financial-institution letter confirming ownership and approximate balance of the financial investments.
- **Exhibit F-2.4** — Formation and ownership records of the two Florida limited liability companies.
- **Exhibit F-2.5** — Dated exchange-rate record, if and to the extent any currency conversion is relied upon.

9. Declaration

I, Yglésio Luciano Moysés Silva de Souza, declare that the statements of fact concerning my assets, income, and financial capacity set out above are true and correct to the best of my knowledge, and that each is supported by the records attached at Exhibits F-2.1 through F-2.5. I understand that approximate values may fluctuate and that the attached records control in the event of any discrepancy.

I declare under penalty of perjury under the laws of the United States of America, pursuant to 28 U.S.C. § 1746, that the foregoing is true and correct.

Executed on: 7/13/2026

Yglésio Luciano Moysés Silva de Souza

American Land Title Association | ALTA Settlement Statement – Buyer
Adopted 05-01-2015

File No.: 110675938
Printed: 04/21/2025, 10:27 AM
Officer/Escrow Officer: April Samaniego/bh
Settlement Location:
13848 Tilden Road, Suite 248, Winter Garden, FL 34787

First American Title Insurance Company

13848 Tilden Road, Suite 248 • Winter Garden, FL 34787
Phone: (407)614-6266 Fax:
Final Settlement Statement

First American Title™

Property Address: 2340 Salty Winds Way, Kissimmee, FL 34747
Buyer: MYG Properties Real Estate Investments LLC
Seller: Mattamy Orlando LLC
Lender:
Settlement Date: 04/28/2025
Disbursement Date: 04/28/2025

	Buyer	
Description	**Debit**	**Credit**
Financial		
Sale Price	664,971.00	
Total Deposit/Earnest Money		130,000.00
Prorations/Adjustments		
County Taxes 01/01/25 to 04/28/25 @$1,104.32/yr		353.99
Non-Ad Valorem Assessments 04/28/25 to 10/01/25 @$1,982.43/yr	847.29	
Seller Credit		33,248.00
Builder Fee	4,995.00	
Termite Treatment Fee	100.00	
Title Charges & Escrow / Settlement Charges		
ALTA Owner's Policy Premium: $3400.00 Prom.: $3400.00 to Mattamy Homes Title Agency, LLC	3,400.00	
[ALTA 9.2 w/FL MOD] Restrictions, Encroachments & Minerals - Improved Land to Mattamy Homes Title Agency, LLC	340.00	
Search Fee to First American Title Insurance Company	200.00	
Closing Services Fee to First American Title Insurance Company	550.00	
Government Recording and Transfer Charges		
Record Warranty Deed to Osceola County Clerk of Courts	69.50	
Record Notice of Termination to Clerk of Circuit Court	35.50	
State Documentary Transfer Tax to Osceola County Clerk of Courts	4,655.00	
Miscellaneous		
Transaction fee to Authentic Real Estate Team	399.00	
Transaction Cordinator Fee to Authentic Real Estate Team	400.00	
Association Dues 4/28 - 4/30 @ $718/mon to Solara Resort HOA, Inc.	71.80	
Two Additional Months Association Dues to Solara Resort HOA, Inc.	1,436.00	
HOA Capital Contribution to Solara Resort HOA, Inc.	2,450.00	
Estoppel Fee to Leland Management	250.00	

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	Buyer	
Description	**Debit**	**Credit**
Survey (Reimburse Mattamy Home) to KPM Franklin	175.00	
Subtotals	685,345.09	163,601.99
Due From Buyer		521,743.10
Totals	685,345.09	685,345.09

*Reissue Credit of $0.00 Applied to Owners Policy by First American Title Insurance Company

*Agent's portion of the total title insurance premium $1,870.00 to Mattamy Homes Title Agency, LLC

*Underwriter's portion of the total title insurance premium $1,870.00 to First American Title Insurance Company

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize First American Title Insurance Company to cause the funds to be disbursed in accordance with this statement.

Buyer(s):

MYG Properties Real Estate Investments LLC, a Florida limited liability company

By: Juliana Britto Freire Martins Moyses
Juliana Britto Freire Martins Moyses (Apr 29, 2025 19:08 ADT)

Name: Juliana Britto Freire Martins Moyses

Title: Authorized Member

Ygl
Ygl
Ygl

Escrow Officer: April Samaniego

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Florida Insurance Premium Disclosure & Settlement Agent Certification

File # 110675938 **Closing Date:**

The undersigned hereby certify that they have carefully reviewed the Closing Disclosure or other settlement statement form, and they approve and agree to the payment of all fees, costs, expenses and disbursement as reflected on the Closing Disclosure or other settlement statement form to be paid on their behalf. We further certify that we have received a copy of the Closing Disclosure or other settlement statement.

Seller

Mattamy Orlando LLC , a Delaware limited liability company

Date Signed

By:
Name: Neil Weiderhaft
Title: Vice President

Buyer

MYG Properties Real Estate Investments LLC, a Florida limited liability company

04/29/2025
Date Signed

Juliana Britto Freire Martins Moyses
Juliana Britto Freire Martins Moyses (Apr 29, 2025 19:08 ADT)

By:
Name: Juliana Britto Freire Martins Moyses
Title: Authorized Member

Yglesio Luciano Moyses Silva De Souza
Yglesio Luciano Moyses Silva De Souza (Apr 29, 2025 15:13 ADT)

Settlement Agent Certification

I have reviewed the Closing Disclosure, the settlement statement, the lender's closing instructions and any and all other forms relative to the escrow funds, including any disclosure of the Florida title insurance premiums being paid, and I agree to disburse the escrow funds in accordance with the terms of this transaction and Florida law.

A. Samaniego

Settlement Agent Signature

04/18/2025
Date Signed

First American Title Insurance Company
Settlement Agent Name

09-952562166
Florida License Number

Title Agency Holding Funds

Florida License Number

Docusign Envelope ID: B676AD37-EC89-4BE4-87DE-FF1F37E31C57

Mattamy NHC: Angel Vega

Mattamy: Phone (407)599-2228; Fax: (321) 444-6565

HOME PURCHASE AGREEMENT

In this Home Purchase Agreement ("Contract"), "Buyer" refers to all the buyers (whether identified as buyer or additional buyer) listed below who have signed this Contract, jointly and severally. "Mattamy" or "Seller" refers to Mattamy Orlando LLC, a Delaware limited liability company and/or Mattamy Florida LLC, a Delaware limited liability company (as applicable) and its successors and assigns, whose address is 2450 Maitland Center Parkway, Suite 300, Maitland, Florida 32751.

1. The Buyer.

Buyer's Name **JULIANA BRITTO FREIRE MARTINS MOYSES**

Additional Buyer's Name:

Buyer Current Address: **Condominio Alphaville, casa 370** (*Street*) **Paço do Lumiar** (*City*) (*Province*) **65130000** (*Zip Code*)

Buyer Phone Number/Email: **989-91171409 / Julianabrittofreire@gmail.com**

Secondary Phone for Buyer: - **Phone for Additional Buyer:** -

2. The Property. Buyer agrees to buy and Mattamy agrees to sell to Buyer a new home (the "Home") to be built on the site (the "Lot") within the "Community" described below. Buyer is buying the Home and Lot as a package referred to collectively in this Contract as the "Property".

a. DESCRIPTION: Plan Name Malibu III **Plan Number** B30W **Elevation** CO

b. LOCATION: County: Osceola County **Address:** 2340 Salty Winds Way Kissimmee FL 34747

Lot 170R **Block** **Unit** **Community** Solara - D40

Site conditions, updates to plans, architectural restrictions and other causes may require changes - please see Contract Terms for additional details.

3. Purchase Price.

a. Base Purchase Price (includes Lot & Home)	**$723,990**
b. Lot Premium	**$10,000**
c. Structural Options	**$80,172**
d. Design Options	**$809**
e. Less Incentives	**-$150,000**
Total Purchase Price (the "Purchase Price") (must total Items a-e)	**$664,971.00**

4. Payment & Financing. Buyer shall pay the Purchase Price in the manner specified in the Contract Terms. In addition, Buyer will also pay all closing costs, and pre-paid items (i.e.: interest and escrows) arising from the purchase of the Property, or the Mortgage Loan (collectively "Closing Costs"), excluding only those items which Mattamy is obligated to pay by explicit provision in this Contract.

a. Earnest Money Paid to Seller (the "Earnest Money')	**$10,000**	
b. Additional Earnest Money due Seller	**$122,994**	
c. Balance of Purchase Price due at Closing	**$531,977**	*(Must equal Total Purchase Price from Section 3 minus items 4a through 4b)*

(Includes down payment and any amount to be financed)

The Contract Terms specify when Buyer must pay the additional Earnest Money, and what happens if Buyer does not apply for or obtain the Mortgage Loan or does not fulfill any of Buyer's other obligations under this Contract. Buyer understands that there are additional charges Buyer may incur, and under certain circumstances the Purchase Price might increase. These provisions are specified in the Contract Terms.

☐ Buyer needs a Mortgage Loan to finance Buyer's purchase of the Property.

☐ Buyer will apply for and obtain the Mortgage Loan from Mattamy Home Funding, LLC or other lender designated by Mattamy ("Mattamy Home Funding"). If Buyer closes the Mortgage Loan with Mattamy Home Funding and uses MHTA (as herein after defined) as the title company, then Mattamy will contribute up to of the Purchase Price (the "Closing Cost Contribution") towards the Closing Costs otherwise payable by Buyer.

☐ Buyer will apply for and obtain the Mortgage Loan from a licensed mortgage lender ("Mortgage Lender") or broker other than Mattamy Home Funding and will not receive any Closing Cost Contribution.

Mortgage Lender if Buyer is NOT using Mattamy Home Funding: **Phone No:**

☒ Buyer does not need a Mortgage Loan. Buyer's obligation to purchase the Property is not contingent on obtaining a loan. Buyer understands that Buyer must still demonstrate Buyer's ability to pay the Purchase Price. Buyer must pay **all** Closing Costs, subject to any applicable Closing Cost Contribution.

THE BUYER OF A ONE-FAMILY OR TWO-FAMILY RESIDENTIAL DWELLING UNIT HAS THE RIGHT TO HAVE DEPOSIT FUNDS (UP TO TEN PERCENT (10%) OF THE TOTAL PURCHASE PRICE) DEPOSITED IN AN ESCROW ACCOUNT. THIS RIGHT MAY BE WAIVED, IN WRITING, BY THE BUYER. §501.1375(2) Fla. Stat.

[X] Buyer elects to waive the right to have deposit funds (Earnest Money) deposited in an escrow account.

[ ] Buyer elects to have the deposit funds (Earnest Money) held in escrow. Mattamy is entitled to all interest earned. Mattamy may still use the deposit funds (Earnest Money) by delivering notice to Buyer after posting a bond. Buyer shall pay any cost associated with obtaining the bond.

5. What Documents Comprise the Contract. Buyer understands that this is a legally binding Contract. Buyer has read, understands and agrees to fulfill all of the Buyer's obligations. Buyer understands that this Contract includes this document entitled *Home Purchase Agreement* and **only** the documents checked below, and any **written** modifications Buyer and Mattamy both sign, all of which are hereby incorporated herein by this reference.

[X]	**Contract Terms**	[ ]	Addendum "G" - Contingency Addendum (if applicable)
[X]	Brochure for Selected Plan B30W/CO	[X]	Addendum "H" - Appraisal Addendum (if applicable)
[X]	Addendum "A" - Homeowners Association Disclosure Summary	[X]	Addendum "I" - Designation of third Party for Buyer's New Home Orientation
[X]	Addendum "B" - RESPA Affiliated Business Arrangement Disclosure Notice	[X]	Addendum "J" - Community Development District Disclosure (if applicable)
[ ]	Addendum "C" - FHA/VA Loans; FHA/VA Subdivision Approval (if applicable)	[X]	Addendum "K" - Deposit Receipt and Payment Plan (if applicable)
[ ]	Addendum "D" - Job Initiation Order ("JIO")	[X]	Addendum "L" - Broker Commission Addendum
[X]	Addendum "E" - Home Change Order ("HCH") (if applicable)	[X]	Addendum "M" - Addendum to Home Purchase Agreement (if applicable)
[N/A]	Addendum - Options Upgrades and Additional Payment Policy	[X]	§553.9085 Energy Performance Level Display Card
		[X]	Community Specific Addendum (if Applicable)
		[X]	Florida-Prohibition Against Certain Foreign Ownership Addendum

6. Execution. Each party signing below as Buyer agrees to all of the provisions of this Contract. This Contract will be binding only after Mattamy signs even if Mattamy accepts the Earnest Money. Buyer understands that only an officer of Mattamy may accept or modify this Contract.

7. Community Development District. THE COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

Assinado por:
7F85FC9DC33B4CA...
Date: 3/15/2025
JULIANA BRITTO FREIRE MARTINS MOYSES

Date:

Mattamy Orlando LLC, a Delaware limited liability company
Mattamy Florida LLC, a Delaware limited liability company

By: Date:
Mattamy Homes Authorized Officer

CONTRACT IS NOT BINDING UNTIL SIGNED BY OFFICER

CONTRACT TERMS

The following terms are a part of this Contract between the Buyer and Mattamy.

1. **Offer and Acceptance of Contract.** Buyer shall sign and deliver this Contract to Mattamy's New Home Counselor or other representative either directly or through the Cooperating Broker assisting Buyer, if any. Buyer shall also deliver the Earnest Money. If everyone listed as Buyer does not sign then Mattamy may, in its sole discretion, either reject the offer, or accept this Contract which will then be only between Mattamy and the person(s) signing as Buyer regardless of who is named as Buyer. Buyer understands that by signing, Buyer has only made an offer which is not binding on anyone unless and until accepted. Buyer agrees that accepting the Earnest Money, by itself, does not bind Mattamy. Mattamy is not obligated under this Contract even if a real estate broker, real estate agent or site agent accepts this Contract, or signs on Mattamy's behalf, unless and until signed by an authorized officer of Mattamy. If Mattamy accepts Buyer's offer, Mattamy will notify Buyer by telephone or in writing to Buyer or to the Cooperating Broker and Mattamy's authorized officer will sign this Contract (with copy to be provided to Buyer). If Mattamy does not accept Buyer's offer, Mattamy agrees to return the Earnest Money to Buyer. If Mattamy rejects Buyer's offer, then unless Buyer and Mattamy agree upon terms acceptable to both parties which Buyer and Mattamy both sign, Buyer's offer will terminate and Buyer will have no further interest in the Property. Even if Mattamy rejects Buyer's offer, Buyer agrees that the provisions regarding interpretation, dispute resolution, and enforcement of this Contract will apply to any Dispute (as hereinafter defined) relating to this Contract or otherwise arising between Buyer and Mattamy. References herein to "signature of Mattamy," or "signed by Mattamy" or "consent of Mattamy" or the like shall mean signature/signed by/consented to, in writing, by an authorized officer of Mattamy.
2. **Effective Date of this Contract.** The deadlines under this Contract shall be measured from the date Mattamy accepts Buyer's offer by signing and dating its signature to this Contract. This date is called the "Effective Date."
3. **What Makes up this Contract?** In the course of choosing Buyer's Home and Lot, Buyer has been shown many different papers and has had discussions with various people. So that there is no confusion over what Buyer is actually purchasing, Buyer understands and agrees that Buyer will rely only upon this Contract. This Contract includes only (i) the one-page *Home Purchase Agreement* signed by Buyer and Mattamy; (ii) these *Contract Terms*; and (iii) all addenda attached hereto (whether or not expressly identified in Section 5 of the *Home Purchase Agreement)*. Any replacement addenda or subsequent modifications to this Contract which are in writing and signed by both Buyer and Mattamy will, upon signature and delivery, also become part of the Contract. Accordingly, if anyone represented anything to Buyer regarding the Property or made any promises to Buyer, then Buyer must ensure that these representations or promises are included in writing within this Contract before Buyer signed. Buyer agrees that Mattamy's obligation is only to fulfill the terms of this Contract, and that Mattamy has no responsibility for anything contained in marketing materials, advertisements, other documents, correspondence or told to Buyer unless also included in this Contract. Examples of common misunderstandings are (i) size and location of buffers; (ii) future development of vacant lots either within or near the Community; (iii) the standard features and options included with the Home; (iv) when the Home will be completed; (v) pricing and allowances; and (vi) obligations under covenants, restrictions and community development districts. For all these matters and all other matters Buyer has relied only on this Contract and not on marketing materials, advertising, verbal statements, or any other written document. Buyer understands that even if Buyer is paying extra money for the Lot that does not mean that the Lot will have a protected view or any other amenity unless specified in this Contract.
4. **Construction Process.** Buyer agrees to follow these procedures in the design and construction of the Home.
    a. **Selection Process.** Buyer has the opportunity to select options for the Property which will vary depending on the Plan, Elevation, Lot, Community and stage/status of construction/permitting. In order to select colors and other options, Buyer agrees to schedule and attend a selection meeting (the "Selection Meeting") at Mattamy's designated design studio (the "Mattamy Design Studio").
        i. Buyer must visit the Mattamy Design Studio and complete the selection process within **14** days after the Effective Date. If Buyer fails to do so, Mattamy shall have the right, but not the obligation to: (a) make all selections for Buyer without further notice, (b) terminate this Contract, (c) allow Buyer a second chance to complete the selection process, or (d) declare Buyer in default and be entitled to all remedies as set forth in this Contract. If Mattamy chooses to give Buyer a second chance to make selections, then Buyer agrees to attend the Selection Meeting and make Buyer's selections at the time and date designated by Mattamy. If the Home is under construction at the time of the Selection Meeting, then some choices may no longer be available. Structural and design choice availability is at Mattamy's sole and absolute discretion. To maximize design choices, the Buyer should schedule their Selection Meeting as soon as possible.
        ii. The Selection Meeting will be scheduled to provide adequate time for most buyers to discuss and make all of their selections. If Buyer requires more than approximately **3** hours for Selection Meeting then (i) if the design advisors are available, Buyer may extend Buyer's appointment, or (ii) Mattamy may complete the selections for Buyer.
        iii. At the Selection Meeting, Buyer will select options, and make color choices. The Base Purchase Price includes only the designated standard features and appliances. If Buyer selects any special features, appliances or upgrades, then the Home will have the selected features, appliances or upgrades instead of the standard features, appliances and upgrades. Mattamy will always have the option to substitute base features and appliances, or selected features, appliances, or upgrades with alternatives that are of substantially equivalent function and value without providing prior notice to the Buyer.
        iv. Buyer may not make alterations or other changes except for the options presented at the Selection Meeting. If, however, Buyer requires reasonable accommodations for a disability, then Mattamy will make all reasonable efforts to allow special modifications to the Home at Buyer's expense if a written request is made at or prior to the Buyer signing this Contract.
        v. Upon completion of the Selection Meeting, Buyer will sign the *HCH* to confirm Buyer's choices and any adjustments to the Purchase Price. Mattamy must also approve the selections by the Buyer, and if Mattamy, in its sole opinion, believes that the options desired by the Buyer will (i) cause the Purchase Price of the Property to exceed the anticipated appraised value of the Home on completion, (ii) cause the Home to be so unique that it would not be desirable to other customers without modifications, or (iii) to otherwise be unsuitable, then Mattamy may require the Buyer to make new selections, or Mattamy may require the Buyer to give additional financial assurances or Earnest Money of the Buyer's ability to close the purchase of the Property as a condition to approving the selections. The *HCH* will not be final until approved and signed by Mattamy. If there is an error in the calculation of the adjusted Purchase Price on the *HCH*, then Buyer agrees that Buyer is still responsible to pay the original Purchase Price specified in the Contract plus any upgrades as calculated on an item by item basis at the printed prices on the *HCH*. If Mattamy makes Buyer aware of the error before installing an upgrade that was inadvertently not included in the total for the *HCH*, then Mattamy or Buyer may choose to cancel the upgraded selection and substitute a standard feature or Buyer must pay for the upgrade as an additional change to the Purchase Price. If there is any other error discovered by Mattamy regarding Buyer's selections before Mattamy signs, then Buyer agrees to schedule a new Selection Meeting at the Mattamy Design Studio, make new selections if necessary, and sign a new *HCH*. There will be no rescheduling charge. After Buyer and Mattamy both sign the *HCH*, then the selection process will be complete.
        vi. After Buyer completes the selection process, Buyer cannot make any changes without Mattamy's prior written approval. Buyer understands that to efficiently build the Home and control costs it is Mattamy's policy not to approve any changes absent extraordinary circumstances. Accordingly, if Buyer changes Buyer's mind as to the selections for Buyer's Home, Buyer must accept the Home as originally planned and make any changes Buyer desires at Buyer's own expense after Closing. If Mattamy, at Mattamy's arbitrary discretion, does permit Buyer to make changes, Mattamy may adjust the Purchase Price to reflect any new choices and Buyer and Mattamy will sign a new *HCH*. Buyer must also pay Mattamy at the time Buyer makes any such changes a **$500** change fee for each change Mattamy permits Buyer to make. For example, if with Mattamy's permission Buyer upgrades Buyer's stove, changes the paint color of Buyer's exterior walls and changes Buyer's dishwasher, then Buyer will owe Mattamy not only the price adjustments for the three

changes but also a $500 change fee for each item for a total change fee of $1,500. Even if Buyer does not complete the purchase of the Home for any reason, including Mattamy's termination of the Contract, Buyer will not receive a refund for the change fee. The change fee is separate from, and in addition to, the Purchase Price.

vii. If it is determined that the selections made by Buyer, either before or after execution of the *HCH*, will cause the Purchase Price of the Home to exceed the appraised value, preventing Buyer from being approved for the Mortgage Loan in the amount specified in Section 4(c) of the *Home Purchase Agreement*, then within **5** days of request from Mattamy, Buyer shall either (i) make new selections that will result in a lower Purchase Price (that will be equal to or less than the appraised value) and if applicable, execute an amended *HCH*; (ii) accept a Mortgage Loan for less than the amount specified in Section 4(c) of the *Home Purchase Agreement* and agree to pay additional cash at Closing; or (iii) provide other financial assurances or additional Earnest Money to Mattamy in accordance with Section 8(i) of these Contract Terms. If Buyer elects the second option, Buyer must confirm that Buyer has the ability to pay such additional amount. If Buyer fails to respond or does not show that Buyer has the additional funds, then Mattamy may unilaterally amend *HCH* as required to reduce the Purchase Price to an amount that does not exceed the appraised value for the Home.

b. Commencement & Completion of Construction. Mattamy agrees to construct the Home described in this Contract on the Lot generally in accordance with the applicable plans (the "House Plans") as described in the Brochure (described in Section 5 of the *Home Purchase Agreement*). Buyer understands that the Brochure is only a guide and that the House Plans will not necessarily be the same as the Brochure in all respects. The House Plans for this Contract will be those for which the approved building permit was issued by the local jurisdiction (including as revised from time to time during construction) or, if applicable, with the private provider designated under §553.791 Fla. Stat.

i. If the Home is not already under construction, Mattamy will submit the House Plans for building permit approval; however, if architectural approval is required from the Community developer, community association or other party, then submission of the House Plans may be delayed pending architectural approval. Mattamy may use a private provider to perform plan review, inspections, and for issuance of the certificate of occupancy as permitted by §553.791 Fla. Stat. Buyer agrees that if Mattamy elects to use a private provider, then the services furnished by such private provider will be considered as if provided by the local building official for the purposes of §553.84 Fla. Stat. and for all other purposes.

ii. Mattamy will commence construction of the Home after plan approval is complete and a building permit has been issued; however, Mattamy may choose to delay construction until (i) Buyer has paid all required Earnest Money, change fees or other sums, (ii) the Mortgage Loan has been approved or Buyer has otherwise furnished sufficient documentation of Buyer's financial ability to close, and (iii) Buyer cures any defaults that may exist under the Contract. Mattamy agrees to complete the Home within **2** years from the date that Buyer fully executes this Contract, although Homes are typically completed much sooner. If Mattamy cannot complete the Home within such **2**-year period, Buyer may terminate the Contract by giving notice to Mattamy after **2** years have expired, provided such notice is given prior to Closing. If Mattamy furnished, or in the future furnishes, an estimate as to commencement or completion dates for the Home, Buyer agrees that such estimates are subject to change and are not binding.

iii. "Complete" or "Completion" means substantially complete and will be deemed achieved if Mattamy obtains (i) a certificate of completion; (ii) a certificate of occupancy or temporary certificate of occupancy; (iii) FHA/VA final compliance inspection report; (iv) final appraisal satisfactory to the Mortgage Lender; or (v) other equivalent evidence of substantial completion. Completion does not mean 100% complete, and Buyer agrees that Buyer may not delay Closing or withhold money on account of incomplete items. If, however, Mattamy desires, Mattamy may choose to schedule the Closing Date and, if necessary, to reschedule the Closing Date on one or more occasions in order to fully complete the Home prior to Closing provided the new Closing Date is within 2 years of the date that Buyer fully executes this Contract.

c. Changes Required in Construction. Buyer understands that Buyer's Home is a handcrafted product and that the final construction may not match the Brochure, the House Plans or any other drawings. Mattamy may alter the House Plans, or construction (i) to accommodate the requests or requirements of plan review with the local building official, private provider, or architectural review board; (ii) by substituting material or methods which, in Mattamy's opinion, will achieve an equal or superior function; (iii) to fit the Home on the selected Lot; (iv) to harmonize the Home with surrounding residences or to break up a line of similar elevations if the architectural review board requires Mattamy to do so; or (v) to make such minor changes that Mattamy deems appropriate to construct the Home quickly and efficiently. Such alterations may be made without notice to Buyer and without Buyer's consent. Mattamy may construct the Home as drawn on the House Plans, or in reverse, as Mattamy deems most appropriate for the Lot. Dimensions on the Brochure are not exact, and Buyer is not guaranteed that the Home or any particular room or feature will be the same size or location as shown on the Brochure. Buyer should refer to the House Plans and not the Brochure for final layout, features, and dimensions. Buyer understands that the Home is a handcrafted product, and therefore the dimensions of the Home and location of features may also vary slightly from those shown on the House Plans.

i. If the Home cannot be located on the selected Lot on account of dimensions, architectural restrictions, zoning, easements, setbacks or other reason, then Buyer and Mattamy will discuss alternative models and sites. If Buyer and Mattamy agree to site the Home on another Lot, then Buyer will pay the difference or receive a discount if the value of the replacement Lot is more or less than the value of the original Lot. Values will be determined by Mattamy's current price sheet at the time of substitution. If Buyer and Mattamy select an alternative model for construction on the original Lot, then Buyer and Mattamy will sign a new Contract to reflect the pricing for the new model and all applicable options, but Mattamy will waive any change fees. If Buyer and Mattamy cannot agree on an alternative within **30** days after Mattamy notifies Buyer that the Home cannot be built on the Lot, then either party may terminate this Contract by delivering notice to the other party, and the Earnest Money will be refunded to Buyer.

ii. Seller unconditionally commits to completing the Home within two (2) years from the date that Buyer fully executes this Contract and shall use commercially reasonable efforts to permit and commence construction of the Home within sixty (60) days of the Effective Date of this Contract. If within sixty (60) days of the Effective Date, Seller has been unable to obtain a building permit from the applicable local government for the Home, then in such event and due to the delays in permitting and increasing construction costs, the price of the Home may be subject to a price increase as more specifically provided for herein. In such event, Seller shall (a) notify Buyer that a price increase shall be applicable, and (b) calculate the amount of the purchase price increase by determining the cost of the materials and labor on the date that the Buyer executed the Contract and compare those costs to the cost of materials and labor for the Home on the date that the drywall materials are completed within the Home. Any price increase shall only be applicable if the Seller's cost of construction of the Home in the community increases by more than seven and one-half percent (7.5%) from the cost to Seller to construct the Home as of the Effective Date of the Contract. Cost of construction shall only include Seller's actual costs for labor, materials, impact fees, supplies, engineers and contractors and shall not include builder profit, overhead or any other items. Seller shall within ten (10) days after drywall completion notify the Buyer of the increased Purchase Price (if at all) and shall deliver in writing to Buyer the known cost increase amount from the Effective Date of Contract to the date of drywall completion set forth in an amendment to this Contract. Buyer shall have the right for seven (7) days, upon receipt of said amendment, to give written notice to Seller that it elects to either (y) execute the amendment and pay the increased purchase price, or (z) terminate this Contract, in which event Seller shall refund the Deposit to Buyer and the right and obligations of Buyer and Seller under this Contract shall thereafter cease to be of any further force or effect.

d. Completion, Orientation & Follow-Up. In order to acquaint the Buyer with features, appliances and other improvements to the Home, Mattamy will schedule an orientation of the Home (the "New Home Orientation") with the Buyer prior to the Closing.

i. The New Home Orientation will be scheduled by delivering written or verbal notice to Buyer when the Home is substantially complete. If the Buyer does not attend the New Home Orientation, then Buyer agrees to proceed to Closing without an orientation and accept the Home in the delivered condition. Mattamy may also schedule additional meetings at the Property with the Buyer to review the Home.

ii. Issues may arise during the New Home Orientation, or during other meetings regarding the condition of the Home. In such event,

Mattamy and Buyer will rely upon the construction standards included in or referenced in the Limited Warranty (as defined below) to address the issues. Mattamy, in its arbitrary discretion, may reschedule the Closing Date to allow time for completion or correction, but Buyer will not have the right to delay Closing, reduce the Purchase Price, or escrow funds; provided, however, that nothing herein shall alter or amend Mattamy's 2-year completion obligation under Section 4(b) of these *Contract Terms*. Any issues requiring correction or completion which are not addressed by the Closing will be covered as warranty matters in accordance with the Limited Warranty.

e. Use of Third Party Builder. Buyer agrees that Mattamy may either construct the Home or hire one or more licensed contractors (an "Affiliated Building Company") to construct the Home. If Mattamy uses an Affiliated Building Company, then Buyer agrees that the provisions in the Contract regarding the Property, design and construction of the Home, dispute resolution, and remedies will also apply to the Affiliated Building Company, even though the Affiliated Building Company is not a party to the Contract. In particular, the provisions regarding Contract interpretation, disclaimer of warranties, alternative dispute resolution, remedies, waiver of jury trial, and waivers will also apply and inure to the benefit of the Affiliated Building Company, Mattamy's qualifying agent, and the qualifying agent for the Affiliated Building Company.

f. Rights Reserved by Seller: Buyer understands that the Home is not being custom built for Buyer, but rather is one house in a planned Community which will contain many similar houses. Mattamy shall have the right to make such changes in the plans for the Home, and in materials and locations as deemed appropriate. Mattamy also reserves the right to make changes to the design of the Community and in the plans for all Community improvements including, but not limited to, plans and specifications or the elevations of homes hereafter to be constructed within the Community. Mattamy reserves the right to sell lots to other builders, to rent or lease homes, and to change the zoning or planned use of other property in the Community or surrounding property. Development plans for the Community may be amended or changed from time-to-time to provide for among other things, changes in land use, improvements, street patterns, setbacks, the type, number, style and prices of homes, lot sizes and configurations, densities, and amenities. Mattamy or its affiliates may annex into the Community additional lands not currently described in the Declaration (defined below) or withdraw from the Community property currently described in the Declaration. This annexation or withdrawal may or may not require the consent of certain owners of lots in the Community. The plans for the Community and any master development which encompasses the Community may be periodically updated and remain subject to change. Buyer understands that no statement of any representative of Mattamy regarding the planned use of property in or adjacent to the Community should be understood by Buyer or anyone as a warranty or promise regarding any future development plans for such property, and no such statement will limit or affect Mattamy's right to change zoning, land use or its development plans in the future. Buyer waives all claims, including claims for damages and costs against Mattamy, its managers, partners and other affiliates, and all of their respective officers, directors, shareholders, employees and agents as a result of any changes to the zoning, land use or development plans for the Community or for adjacent properties or for the annexation into or withdrawal of land from the Community.

5. Construction Management & Safety. Buyer understands that the Property will not be suitable for Buyer to visit during construction due to the dangers inherent in an active construction site. Buyer agrees that Buyer is not allowed on the Lot or in the Home prior to Closing without Mattamy's permission, and then only if Buyer makes a prior appointment. Mattamy may limit Buyer's visits or not permit any visits at all by Buyer. The same restrictions apply to Buyer's family and to anyone else hired by Buyer or associated with Buyer. If Mattamy does allow Buyer to visit the Property, Buyer agrees Buyer will not interfere with the construction in any way. This means that Buyer may not (i) interfere with the activities of any of the workers; (ii) issue any instructions, or directions; or (iii) make any installations, decorations, or other improvements or permit anyone else to do so on Buyer's behalf. If Buyer wants to bring anyone onto the Property (whether before, after, or during the New Home Orientation or other on-site meetings) with Buyer or in Buyer's place to inspect the Home, then prior to any inspections Buyer will obtain Mattamy's prior approval, present Mattamy with proof that the inspector is appropriately licensed, and that the inspector carries worker's compensation insurance (exemptions not being acceptable), and carries liability insurance with single limits coverage of at least **$500,000**, and furnish any additional information requested by Mattamy. Buyer will wait until after Closing to make any improvements, install any appliances, wiring, fixtures or decorations, or move any of Buyer's possessions onto the Property. For example, Buyer may not pre-wire security systems, speakers, or computer wiring, nor may Buyer paint any surfaces or add any flooring, landscaping, or ceiling fans. If Buyer violates this prohibition Buyer understands that Mattamy may remove or destroy anything Buyer installs or leaves at the Property and Mattamy will not owe Buyer any money for the value of what is removed or destroyed. Buyer will also be required to pay Mattamy, on demand, any costs Mattamy incurs for Buyer's violation of this prohibition. If Buyer does not immediately pay Mattamy such costs, Buyer will be in default. In all events, Buyer indemnifies and holds Mattamy harmless from any loss, injury or damage (including death) to Buyer or to anyone coming onto the Property with Buyer or at Buyer's request or direction, or from damage to their possessions and from any injury or damage to the Property or to other persons at the Property. Buyer indemnifies and holds Mattamy harmless from any and all losses Mattamy may suffer by or related in any way to such entry including, notwithstanding the provisions of Section 14 of these *Contract Terms*, attorneys' fees and costs through appeal. This indemnity and release will also apply to the Affiliated Building Company if applicable.

6. The Closing. Prior to or upon Completion of the Home, Mattamy will schedule a date and time for Buyer to complete payment of the Purchase Price, for Buyer and Mattamy to exchange documents to complete the purchase of the Property, and if Buyer is obtaining a Mortgage Loan for Buyer to sign the loan documents. This event is referred to as the "Closing." The time and date Mattamy designates for the Closing is referred to as the "Closing Date." Because Mattamy has agreed to give Buyer a Closing Cost Contribution (if applicable per the terms of the Contract), Mattamy will also select the lawyer or title company (the "Closing Agent") to conduct the Closing and act as the settlement agent. If the Closing Agent is a lawyer, Buyer understands that the Closing Agent may also be Mattamy's attorney on this or other matters. Buyer agrees that the Closing Agent may be owned by or affiliated with Mattamy and that Mattamy may receive a rebate of title charges as permitted by law.

Prior to Closing, Buyer and Mattamy will be responsible for fulfilling the following obligations:

a. Estimated Closing Notice. Mattamy will send Buyer a notice that construction is nearing Completion at least **20** days prior to the estimated Closing Date (the "Estimated Closing Notice"). The Estimated Closing Notice will identify the Closing Agent, place of Closing, and the Closing Date. The Closing Date may change. Buyer may not delay Closing if Mattamy fails to timely send the Estimated Closing Notice.

b. Hazard Insurance. Buyer will apply for a hazard insurance policy. Buyer shall notify Mattamy and the Closing Agent of the name of the insurance agency, the quoted premium, and the binder number no later than **18** days prior to the Closing Date.

c. Flood Insurance. Buyer acknowledges that the Property may be in a flood zone that could require flood insurance to be carried by Buyer. When evaluating the Property, Buyer should consult with one or more flood insurance carriers to learn if there is a flood risk for the Property, investigate the availability of flood insurance, and determine the current and future anticipated cost of flood insurance. For more information, Buyer should contact the Mortgage Lender, if any, Buyer's insurance agent and read the information available at the following website address: https://www.fema.gov/national-flood-insurance-program/. Flood zone designations may change from time to time and Buyer should not rely on oral representations as to the flood zone status of the Property and should visit www.fema.gov and/or the county or city flood map website where the Property is located. Mortgage lenders will typically require the issuance of flood insurance as a requirement for financing, which insurance must be present at Closing. Mattamy recommends that Buyer protect his/her Home by obtaining proper insurance coverage. It is possible, however, for Buyer to submit documentation to the Federal Emergency Management Agency ("FEMA") to have the Home re-classified by FEMA, whereby the Mortgage Lender may have the option to waive the requirement of flood insurance. Buyer is solely responsible for the submission to FEMA for such re-classification and any and all expenses related to such submission. Further, Buyer acknowledges and understands that the waiver of flood insurance is at the sole discretion of the Buyer's Mortgage Lender, if any. Mattamy makes no representation or warranty regarding the Buyer's need for flood insurance. Buyer should consult with their lender to determine the necessity for flood insurance.

d. Final Closing Notice. Mattamy will notify Buyer (the "Final Closing Notice"), and thereafter the Mortgage Lender will provide the Closing Disclosure in writing at least **3** business days prior to the date selected by Mattamy. The Final Closing Notice may be given in writing or verbally.

e. Bank Wire Instructions. Mattamy or the Closing Agent will furnish Buyer with bank wire instructions for payment of the balance of the Purchase Price.

At the Closing, Buyer and Mattamy will be responsible for fulfilling the following obligations:

f. Attendance. Each Buyer will attend the Closing in person. Buyer may use a power of attorney only with Mattamy's prior written consent and the prior consent of the Mortgage Lender if Buyer is obtaining a Mortgage Loan. Buyer will bring photo identification with Buyer which meets the

requirements of Chapter 117 Florida Statutes for notary acknowledgement. Mattamy may either appear in person or make arrangements for delivery of the Deed and other closing documents by escrow with the Closing Agent. The location of Closing will be at the offices of the Closing Agent even if Buyer chooses to use a different party to furnish title insurance or represent Buyer.

g. Payment of the Purchase Price. Buyer will pay the balance of the Purchase Price at Closing. Buyer will make payment by wiring funds into the Closing Agent's designated bank account. Buyer must initiate the bank wire early enough so that the funds are received at least **2** hours before the scheduled time of closing on the Closing Date. This means Buyer may have to initiate the bank wire the day prior to the Closing Date. Buyer is responsible for assuring that the entire balance of the Purchase Price is paid at Closing whether or not Buyer's Mortgage Lender is able to fund the Mortgage Loan, however, if Buyer is using Mattamy Home Funding, Buyer may have the opportunity to reschedule Closing in accordance with the procedures described below.

h. Documents. The Closing Agent will prepare the documents for Buyer and Mattamy to sign. Mattamy will sign the Deed and the affidavits required to meet title insurance underwriting requirements, and to comply with the Foreign Investment in Real Property Tax Act (FIRPTA). Buyer will sign all documents required by the Closing Agent and, unless this is a cash purchase, Buyer will sign all documents required by the Mortgage Lender.

i. Expenses & Closing Cost Contribution. Buyer has the right to select any lawyer or title insurance agency of Buyer's choice to provide title insurance and closing services and represent Buyer at Closing. Buyer shall furnish the name of the lawyer or title insurance agency that Buyer selects within 14 days after the Effective Date. If Buyer does not furnish the name of a lawyer or title insurance agency within 14 days after the Effective Date, Buyer will be deemed to have selected Mattamy Homes Title Agency, LLC ("MHTA"), regardless of who is paying for title insurance. If Buyer utilizes a mortgage lender other than Mattamy Home Funding, and a title company other than MHTA, Buyer will be responsible for paying for all closing costs and title insurance subject to the provisions of Section 4 of the Home Purchase Agreement. **In the event Buyer elects to utilize both Mattamy Home Funding and MHTA, Mattamy agrees to contribute funds up to the amount of the Closing Cost Contribution** (as defined in Section 4 of the Home Purchase Agreement) to be applied as a credit at Closing towards the Buyer's closing costs and title insurance. **Buyer will remain responsible for paying all other closing costs.** The Closing Cost Contribution will be calculated on the Purchase Price as reflected on the Closing Disclosure. The Closing Cost Contribution will not be adjusted on account of any profit Mattamy, MHTA or Mattamy Home Funding may earn on the title insurance or Mortgage Loan. Buyer may not use the Closing Cost Contribution for (i) pre-paid items (i.e.: hazard insurance or interest); (ii) escrow account set-ups; (iii) attorneys' fees (other than for the designated Closing Agent); or (iv) for any cost prohibited by the party making the Mortgage Loan. Mattamy will not owe Buyer any money if Buyer does not use the entire Closing Cost Contribution.

j. Prorations. Buyer and Mattamy agree to split the ad valorem property taxes and any applicable private assessments assessed against the Property for the year of the Closing. This is sometimes called "proration." Taxes are assessed on a calendar year beginning on January 1 of each year and ending on December 31 of the same year. If taxes for the current year are unpaid at time of Closing, then Mattamy will give Buyer a credit equal to the applicable taxes multiplied by the number of days from January 1 through the Closing Date divided by 365. If the tax bill is not final by the Closing Date, then Mattamy will estimate the tax bill and the proration will be based upon the maximum available discount for early payment (or otherwise based on the minimum tax bill if penalties rather than discounts apply in a given jurisdiction. If Mattamy has already paid the tax bill by the Closing Date, then in addition to the Purchase Price, Buyer will pay Mattamy in cash at Closing an amount equal to the applicable taxes paid by Mattamy or on Mattamy's behalf multiplied by the number of days from the Closing Date until December 31 and divided by 365. In either event, if the estimated or paid taxes are assessed against a parcel of land larger than just the Lot, Mattamy will determine an equitable allocation amongst all of the subject lands. Private assessments will be similarly prorated based upon the applicable fiscal period and the Closing Date.

k. Delayed Closing. If Buyer is unable to close on the Closing Date, Mattamy has two choices (i) Mattamy may declare Buyer to be in default; or (ii) Mattamy may, at Mattamy's complete and arbitrary discretion, give Buyer a second chance to close. If Mattamy gives Buyer a second chance to close, (a) Mattamy will set a new Closing Date either by giving verbal notice to Buyer or Buyer's real estate agent, or Mattamy may give formal notice in the manner established for setting the original Closing Date; (b) Mattamy may require that Buyer sign a document acknowledging Buyer's responsibility for failing to close on the original Closing Date, waive any financing contingency, and waive any claim to the Earnest Money or the Property if Buyer fails to close on the new Closing Date; (c) Mattamy may require Buyer to pay all costs and expenses incurred in rescheduling the Closing Date; and (d) Mattamy may also charge a Closing Extension Fee. The "Closing Extension Fee" will be the amount of (x) **$500 per day** for each day of delay from the original Closing Date; and (y) **$5,000** if the new Closing Date is not in the same calendar month as the original Closing Date in addition to the per day delay charge. Mattamy, in its discretion, may increase or decrease the Closing Extension Fee it will charge the Buyer as a condition for rescheduling Closing. Notwithstanding, if Buyer has been approved by Mattamy Home Funding and chooses to use Mattamy Home Funding for Buyer's Mortgage Loan, then unless the delay is caused by Buyer, if Mattamy Home Funding is unable to fund Buyer's Mortgage Loan on the original Closing Date, Mattamy agrees that Mattamy will give Buyer a second chance to close and will reschedule Closing in accordance with the preceding method, except that Mattamy will not charge Buyer the Closing Extension Fee. If on the second Closing Date Buyer is still unable to close, Buyer will be in default. All Closing Extension Fees will be payable at the time the extension is granted.

l. Payment & Delivery of Possession. Closing will not be complete until all of the funds due from Buyer (including loan proceeds from the Mortgage Lender) have been received by the Closing Agent. If there are any conditions imposed by Buyer or the Mortgage Lender limiting the Closing Agent's ability to disburse funds to Mattamy, payment will not be complete until the conditions are waived or satisfied. Buyer may not occupy or move any possessions onto the Property, nor will Buyer receive keys, pass codes or garage door openers until funding is completed.

7. Real Estate Brokers. Mattamy understands that Buyer may use the services of any real estate broker or agent licensed to do business in Florida to assist Buyer in Buyer's purchase. **SELLER SHALL NOT PAY ANY COMPENSATION TO A REAL ESTATE BROKER OR AGENT OR MAKE A CONCESSION TO A BUYER TO PAY A REAL ESTATE BROKER OR AGENT UNLESS (1) BUYER AND REAL ESTATE BROKER OR AGENT HAVE AN ACTIVE, BINDING AND CURRENT AGREEMENT REGARDING PAYMENT OF COMMISSION ("BUYER-BROKER AGREEMENT") IN FULL FORCE AND EFFECT ON OR PRIOR TO THE DATE OF BUYER'S INITIAL TOUR OF THE COMMUNITY (WHETHER VIRTUALLY OR PHYSICALLY) AND ON THE DATE OF CLOSING OF THE HOME AND BUYER AUTHORIZES SELLER TO PAY BROKER'S COMMISSION IN WRITING ON THE DATE OF CLOSING, AND (2) THE REAL ESTATE BROKER OR AGENT AND BUYER EXECUTE MATTAMY'S BROKER COMMISSION ADDENDUM IN CONJUNCTION WITH EXECUTION OF THIS CONTRACT.** If a brokerage fee is due to a real estate broker or agent and Buyer and said broker/agent have not together followed the above procedures, then Buyer shall be responsible for paying the real estate broker or agent's commission fees/compensation at Closing at Buyer's sole cost and expense, and by execution of this Contract Buyer does hereby indemnify and hold Mattamy harmless for any loss, cost, damage, fee, or commission owed or allegedly owed to any agent/broker not in compliance with this Section. Mattamy will only recognize a single real estate broker as the party entitled to a commission. The total commission payable will be as specified in the *Broker Commission Addendum*. A real estate broker or agent assisting Buyer who is properly registered according to these procedures is referred to as the "Cooperating Broker."

8. Financial Assurances by Buyer.

a. Application with Mattamy Home Funding. Buyer agrees that within **5** days of the Effective Date, Buyer will submit a loan application online with Mattamy Home Funding, unless Buyer is purchasing the Home without any mortgage financing and demonstrates to Mattamy that Buyer has sufficient funds available to pay the Purchase Price without a loan. This application does not obligate Buyer to use Mattamy Home Funding, and Buyer has the choice to obtain the Mortgage Loan from Mattamy Home Funding or from any other party. Buyer understands that as part of the application process Mattamy Home Funding will procure a credit report on Buyer which may affect Buyer's credit score. Buyer understands that Mattamy Home Funding may be owned by or affiliated with Mattamy. Buyer acknowledges receipt of an Affiliated Business Disclosure Statement which describes Mattamy's association with Mattamy Home Funding.

b. Financing Contingency - Duty to Apply, Loan Terms. Unless the Contract is checked as being subject to financing then Buyer must close for cash whether or not Buyer chooses to obtain a loan, and if Buyer cannot obtain a loan and fails to close then Buyer will be in default. Buyer agrees that the financing contingency will be satisfied if Buyer is approved for a Mortgage Loan with approval conditions. Buyer understands that the actual terms,

interest rate, and monthly payment will vary depending on Buyer's credit score, down payment, and market conditions which are beyond the control of Mattamy.

c. Duty to Cooperate with Mortgage Lender and Maintain Credit Rating. Buyer agrees to diligently complete and finalize the full loan application process by furnishing to the Mortgage Lender all requested documents within **10** business days following the Effective Date. Buyer agrees to promptly respond to all requests of the Mortgage Lender for information, and promptly sign and return all documents requested by the Mortgage Lender. Any response not completed within **5** days after request will not be considered prompt. Buyer further agrees to pay all application, appraisal and processing fees required for the loan application understanding that such fees are not refundable.

d. No Adverse Action. Buyer agrees to diligently pursue the satisfaction of all conditions set forth in the Loan Approval and agrees to maintain the validity of the Loan Approval from the date obtained by Buyer until the Closing. Further, Buyer agrees not to take any action (or fail to act), the consequence of which might adversely affect Buyer's loan application or Loan Approval, or delay Closing. Buyer's duty of cooperation extends to handling Buyer's credit and finances in a responsible manner from the Effective Date through Closing. This means that Buyer will not make any major purchases, borrow any money, quit Buyer's job, pay any bills beyond their due date or otherwise impair Buyer's credit rating or financial status. At any time after the Loan Approval, Mattamy may request that Buyer provide Mattamy with reasonable proof that Buyer's Loan Approval remains valid so that Buyer will be able to obtain the loan(s) on the date Mattamy reasonably anticipates that the Closing will occur (e.g. a letter from Buyer's Mortgage Lender). Buyer shall provide Mattamy with such proof within 5 business days of Mattamy's request. Notwithstanding any other provision to the contrary, if due to (a) Buyer's failure to timely cooperate, (b) the failure of Buyer's spouse to cooperate, or (c) impairments in Buyer's credit rating occurring after the Effective Date, (i) Buyer is not approved for a Mortgage Loan, (ii) approval for the Mortgage Loan is withdrawn by the Mortgage Lender, or (iii) the Mortgage Lender fails to close the Mortgage Loan, then Buyer will not have the right to terminate the Contract due to lack of financing, and in such event Buyer will either (x) close for cash without a Mortgage Loan, or (y) be in default.

e. Marital Status. If Buyer is married (now or prior to Closing) and Buyer's spouse fails to cooperate as required by the Mortgage Lender, Mattamy may consider the spouse's failure to cooperate as a default by Buyer whether or not Buyer's spouse is a party to the Contract. If married and Buyer's spouse is not a party to the Contract, then Buyer agrees to procure and deliver a written statement (on Mattamy's designated form) signed by Buyer's spouse that he or she will sign the mortgage and otherwise fully cooperate in the purchase of the Property and procurement of the Mortgage Loan, and if Buyer fails to do so within **10** days after request, then Buyer will be in default.

f. Financing Contingency - Mattamy Home Funding. If Buyer elected to obtain the Mortgage Loan from Mattamy Home Funding, then (subject to Section 8(c)) Mattamy Home Funding must provide Buyer with an approval for the Mortgage Loan ("Loan Approval") within **45** days of the Effective Date, which date may be extended by Mattamy, in its discretion. Mattamy or Buyer (subject to Section 8(c)) may also terminate the Contract if Mattamy Home Funding revokes the Loan Approval. Buyer's right to terminate will expire **10** days after receipt of notice from Mattamy Home Funding that the previously Loan Approval has been revoked or withdrawn. If Buyer fails to timely terminate, then Buyer will proceed to Closing in cash without a financing contingency.

g. Financing Contingency - Other Mortgage Lenders. If Buyer elected to obtain the Mortgage Loan from a Mortgage Lender other than Mattamy Home Funding, then Buyer, within **30** days of the Effective Date, must notify Mattamy that (i) Buyer has been approved for the Mortgage Loan and furnish Mattamy with written loan approval; or (ii) Buyer has not been approved for the Mortgage Loan and furnish Mattamy with proof of timely application and all communications from the Mortgage Lender in response to the application to evidence the denial of credit. The notice due from Buyer (including the required enclosures) regarding loan approval or denial is called the "Loan Notice." If the Loan Notice confirms Buyer's approval then the parties will proceed to Closing according to the terms of this Contract; however, if the Loan Notice shows that Buyer was denied, Buyer shall apply with another Mortgage Lender selected by Mattamy in the manner described below. If Buyer fails to timely deliver the Loan Notice to Mattamy, then Mattamy may treat the failure as (i) a default by Buyer, or (ii) as a waiver of the financing contingency.

- **i. Loan Approval.** For the purposes of the Loan Notice, written approval from a Mortgage Lender must be delivered from a federally insured bank, credit union, licensed mortgage lender, or licensed mortgage broker for the full amount of the Mortgage Loan specified on the *Home Purchase Agreement* without conditions (i) which Buyer (in Mattamy's reasonable judgment) cannot fulfill by the time of Closing, (ii) for the sale or closing of existing property, (iii) requiring the guaranty of any person other than Buyer, (iv) for additional underwriting or credit approval, or (v) not typically included on similar approvals. However, Mattamy may, in its arbitrary discretion, accept evidence of loan approval with such conditions.
- **ii. Loan Denial.** If the Loan Notice evidences denial of the Mortgage Loan, Buyer must follow these procedures:
  - (1) If Buyer has already applied for and been approved for a Mortgage Loan by Mattamy Home Funding, Buyer must accept the Mortgage Loan from Mattamy Home Funding or furnish evidence to Mattamy that Buyer has sufficient cash to close without financing. If Buyer fails to do so within **5** days after delivery of the Loan Notice, Buyer will be in default.
  - (2) If Buyer has not already applied for and been denied for a Mortgage Loan by Mattamy Home Funding, , but without limiting its obligations hereunder to do so, then Buyer must (i) make application to a Mortgage Lender selected by Mattamy within **5** days after delivery of the Loan Notice and if approved accept the Mortgage Loan, or (ii) furnish evidence to Mattamy that Buyer has sufficient cash to close without financing. If Buyer fails to (i) timely make application, and timely (within **5 days**) accept the Mortgage Loan from Mattamy's designated Mortgage Lender; or (ii) elect to close for cash, then Buyer will be in default. However, if Buyer fails to be approved for a Mortgage Loan from the new Mortgage Lender within **30** days of application, then either Mattamy or Buyer (subject to Section 8(c)) may terminate the Contract.

h. Failure of Loan to Fund. If Buyer has obtained a Loan Approval but thereafter (A) Buyer's Loan Approval is terminated or rescinded and Buyer is unable to obtain and deliver a replacement Loan Approval within such time as Mattamy may allow for such purpose, (B) Mortgage Lender for any reason declines to fund the Loan to Buyer, or (C) Buyer is unable or unwilling to obtain the Loan that is the subject of the Loan Approval or any substitute Loan Approval (including, without limitation, as a result of an increase in interest rates or Mortgage Lender costs or as a result of an allowable delay in construction of the Home and/or Closing), THEN BUYER SHALL BE DEEMED TO BE IN DEFAULT UNDER THIS CONTRACT, AND, AFTER NOTICE, MATTAMY MAY EXERCISE ALL OF ITS RIGHTS AND REMEDIES UNDER THIS CONTRACT, INCLUDING THE RIGHT TO RETAIN ANY DEPOSIT, AND ANY OTHER AMOUNTS PAID BY BUYER TO MATTAMY. With respect to VA guaranteed loans only, Buyer will receive a refund of the Deposit if Buyer's Loan Approval is terminated by the Lender for any reason. If Buyer fails to close on the Closing Date scheduled by Mattamy due to changes in financing, Mattamy may, in its sole discretion, charge Buyer a Closing Extension Fee as otherwise provided in this Contract.

i. Authorization. Buyer authorizes the Mortgage Lender, its employees and representatives to communicate with Mattamy and Mattamy's employees regarding Buyer's Mortgage Loan in all respects. Buyer directs the Mortgage Lender to furnish Mattamy with copies of all documents Buyer sends them (including, for example, Buyer's loan application and financial information) and to furnish Mattamy with copies of all documents they send to Buyer (including, for example, notice of loan approval and denial). By signing the Contract, Buyer directs the Mortgage Lender to share all such information with Mattamy for a period of time beginning with the Effective Date and ending **2** years after the Effective Date. Buyer understands that Buyer may revoke this permission only in writing sent to the Mortgage Lender handling Buyer's Mortgage Loan, and that such revocation will (i) not apply to any information disclosed prior to receipt to of such revocation; and (ii) will constitute a default by Buyer under the Contract. Buyer indemnifies and holds the Mortgage Lender harmless from any liability or loss they may suffer in reliance on this authorization including attorneys' fees and costs.

j. Financial Assurances. Buyer agrees to provide Mattamy any assurances Mattamy may request that Buyer will be able to close the purchase of the Property with the Mortgage Loan if contingent on financing, or by cash if not contingent, or if the contingency is waived. This means Buyer must be able to prove that Buyer has the funds necessary to pay the Purchase Price and Closing Costs. Buyer will furnish any information requested by Mattamy within **5** days of request, but in any event at least **20** days prior to Closing. If Buyer fails to timely furnish the requested information to

Mattamy, or if Buyer does furnish the information Mattamy requested but Buyer is unable to demonstrate Buyer's ability to perform, Buyer will be in default. For cash purchases, or where Mattamy has reasonable concerns that approval of the Mortgage Loan may be revoked, Mattamy may require the Buyer to make progress payments to be applied to the Purchase Price at Closing or forfeited by Buyer upon Buyer's default. Such progress payments, if requested, will be according to a schedule furnished to the Buyer and may require Buyer to pay up to 50% of the Purchase Price prior to the Closing Date. If Mattamy (i) believes that the Purchase Price (as adjusted after the Selection Meeting) may exceed the appraised value of the Property, (ii) has reasonable concerns that the amount of the Mortgage Loan may be reduced by the Mortgage Lender, or (iii) believes the options desired by the Buyer will limit the marketability of the Property to other purchasers if Buyer does not close, then Mattamy may require the Buyer to increase the Earnest Money, within **10** days of demand, to an amount not less than the cash which Mattamy believes the Buyer will be required to pay at Closing including any anticipated escrows, pre-paids or closing costs not payable by Mattamy. Mattamy may alternatively permit the Buyer to amend the Contract to build the desired Home on an alternative Lot in the same Community, or in another Community, with adjustments to the Purchase Price, to reflect the pricing applicable to the new location. If the Buyer fails to post the additional Earnest Money, Buyer will be in default.

k. **Sale of Other Property.** Notwithstanding any condition in the loan commitment to the contrary, and unless Seller agrees otherwise in writing, Buyer represents and warrants that this Contract is not and will not be subject to or contingent upon Buyer's selling and/or closing on the sale of Buyer's present residence or other property. Failure to close on the purchase of the Property will constitute a default by Buyer and the remedies available to Seller for Buyer's default under this Contract shall apply.

9. Ownership Interest & Risk of Loss.

a. **Ownership & Subordination by Buyer.** Buyer understands that Buyer has no ownership interest in the Property until Closing. To the extent that the law affords Buyer any vendee's or purchaser's lien or other interest in the Property, Buyer waives same. If such lien or other interest cannot be waived, then Buyer subordinates such lien or other interest to the lien or other rights of any lender making a loan to Mattamy (alone or with others) secured in whole or in part by the Property. This subordination includes any loan in place as of the Effective Date and any new loan or loans made after the Effective Date. Although it is Buyer's intent that this subordination and waiver be self-executing, Buyer will confirm these provisions in writing upon Mattamy's request or upon the request of Mattamy's lender.

b. **Casualty.** If the Property is damaged by fire or other casualty before Closing, Mattamy may either terminate the Contract or make the necessary repairs or replacements at Mattamy's expense. At Closing, the risk of loss transfers to Buyer and Buyer is responsible for any loss or casualty.

10. Title.

a. **Conveyance.** Seller shall convey title to Buyer at Closing by delivery to Buyer of a Special Warranty Deed (the "Deed") describing the Property, which Deed shall convey title to Buyer subject to all matters described in Section 14 of this Agreement. Any such matters omitted from the Deed shall nevertheless be deemed to be included in the Deed. Upon Closing, within the meaning of Florida Statutes § 95.11(3)(c): (1) Buyer shall have actual possession of the Property, (2) all services to be performed under this Contract by Seller shall be deemed completed and fully performed, and (3) this Contract shall be deemed completed.

b. **Marketable Title.** "Marketable" will have the meaning determined by the applicable Uniform Title Standards adopted by The Florida Bar and in accordance with law, except where this Contract specifies a contrary definition. Further, title will be considered marketable notwithstanding any of the following so long as they do not prevent Buyer from maintaining a single-family residence on the Lot or prevent reasonable ingress or egress to the Property: (i) covenants, restrictions, encumbrances, easements; (ii) plat restrictions; (iii) mandatory assessments; (iv) a community development district; (v) minor encroachments over boundary lines; (vi) Buyer's Mortgage Loan; (vii) notice of commencement for the construction of Buyer's Home; or (viii) any other matters. If there are any defects to title caused by Buyer such as broker liens, judgment liens, tax liens or other matters, the title will still be considered marketable despite such defects. If Mattamy is able to cause (subject to payment of the premium by Buyer unless paid from Mattamy's Closing Cost Contribution) a title insurance underwriter in the State of Florida to issue either (i) an owner's policy with a form 9.1 or 9.2 endorsement; or (ii) a mortgage policy with a form 9.0 endorsement, title will be considered marketable regardless of any matters which might otherwise render title unmarketable.

c. **Title Insurance, Title Defects.** Unless Buyer has given notice that Buyer will use the services of an independent title company selected by Buyer, Mattamy agrees to procure a title insurance commitment for an owner's policy (and for a mortgage policy if Buyer is obtaining a Mortgage Loan) from the Closing Agent and deliver it to Buyer at or before Closing. Buyer is responsible to pay for title insurance subject to possible payment from Mattamy's Closing Cost Contribution. If the title commitment shows that marketable title will be vested in Buyer, upon recording of the Deed to Buyer, execution and delivery of the usual affidavits, payment of the premium due the title insurance company, and payment sufficient to release any mortgage liens, that Mattamy intends to pay at Closing, then Buyer and Mattamy will close. If, however, the title commitment shows title not to be marketable, then Buyer must notify Mattamy of any objections Buyer has within **5** days after Buyer receives the title commitment or by time of Closing if Buyer receives the title commitment at Closing or less than **5** days before the Closing Date. If Buyer timely gives Mattamy such a notice of objections and if there are in fact defects which render title unmarketable, then Mattamy agrees to use reasonable efforts to remove the defects and the Closing Date will be extended up to **90** days, provided that the extended date is no later than 2 years after the date that Buyer fully executes this Contract. If Mattamy is unable to correct the defects, Buyer may either terminate the Contract or waive any objections and close. If Buyer timely makes objections but Mattamy determines that such objections are not valid, then Buyer must withdraw Buyer's objections and close or Buyer will be in default. If Buyer desires, Buyer may obtain, at Buyer's expense, a separate title insurance commitment and policy from anyone Buyer selects, but Buyer may not apply Mattamy's Closing Cost Contribution to pay for such cost.

11. Warranties.

a. **Limited Warranty.** Mattamy hereby disclaims any implied warranties on the workmanship and materials incorporated into the Home, and instead at Closing will provide Buyer with a written, limited new home warranty issued by Mattamy or an affiliated company (the "Limited Warranty"). The Limited Warranty will cover certain defects for a specified time as set forth in the Limited Warranty. The Limited Warranty will not cover every matter that Buyer may consider defective, because the matter may be within allowable tolerances accepted by the industry or specified in the Limited Warranty. In such event, the matter may be outside the scope of coverage or otherwise excluded. Buyer's rights will be limited to the express warranties in the Limited Warranty that will be given to Buyer at Closing. A copy of the Limited Warranty is available on the Mattamyhomes.com website; however, Mattamy may choose to issue a different form which may have greater or less coverage than the specimen form. Buyer agrees to accept and abide by the terms of the Limited Warranty delivered at Closing.

b. **One Year Limited Warranty.** Commencing on the Closing Date, Mattamy warrants the Home for the term described in the Limited Warranty. The Limited Warranty is a limited warranty, and coverage is limited to items described in the Limited Warranty. Buyer shall follow Mattamy's warranty claim procedures in addition to the procedures in the Limited Warranty. The Limited Warranty will not cover every matter that Buyer may consider defective, because the matter may be within allowable tolerances accepted by the industry or as may be specified in the Limited Warranty. In such event, the matter may be outside the scope of coverage or the matter may be otherwise excluded. Buyer's rights will be limited to the express warranties set forth in the written Limited Warranty. Before signing this Contract, Buyer is encouraged to review the Limited Warranty thoroughly in order to understand the scope of warranty provided. IT IS UNDERSTOOD AND AGREED THAT MATTAMY'S LIABILITY FOR THE CONSTRUCTION OF THE HOME ON THE PROPERTY, POST-CLOSING, IS LIMITED TO THE REMEDIES PROVIDED IN THE LIMITED WARRANTY. THE LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO MATTAMY'S SALE, AND BUYER'S PURCHASE OF THE HOME AND THE PROPERTY. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING UNDER STATE OR FEDERAL LAW, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY, GOOD AND WORKMANLIKE REPAIR OR GOOD AND WORKMANLIKE CONSTRUCTION, OR HABITABILITY, ARE EXPRESSLY AND IRREVOCABLY DISCLAIMED AND EXCLUDED. As to items not of Mattamy's manufacture, including but not limited to the air conditioner, water heater, refrigerator, range, dishwasher and other appliances, equipment or "consumer products," as defined by the Federal Trade Commission or under federal, state or local law, Mattamy agrees to pass along to Buyer the manufacturer's warranty, without recourse. Buyer acknowledges that prior to Closing Buyer will be provided an opportunity to review the warranties for all consumer products to be included within the Home and realizes that

MATTAMY MAKES NO WARRANTY ON SUCH ITEMS.

c. No Waiver. Buyer understands that no one other than an officer of Mattamy may waive or modify any of the provisions of this section and any attempted waiver, whether verbal or written, will be voidable unless signed by an officer of Mattamy. Buyer has not relied upon any promises that the provisions of this section would not be fully enforced or that there would be any additional warranties in accepting the provisions of this section.

d. Exclusion of Consumer Products. The Home may include consumer products; however, the Limited Warranty will not apply to any appliance, equipment, or other item that is considered a consumer product under the Magnuson-Moss Warranty Act, 15 U.S.C. §1230 et seq. or under any similar law or regulation. Buyer will receive any applicable manufacturer limited warranties on some consumer products. Buyer agrees that Mattamy will not be responsible for repair, replacement or warranty coverage with respect to any consumer products other than as may be explicitly provided in the Limited Warranty. Buyer will look directly to the manufacturers for any warranty claims on the consumer products.

e. Disclaimer of Implied Warranties. Except for the specific limited warranties described above, and to the maximum extent allowed by law:

i. BUYER IS PURCHASING THE PROPERTY "AS-IS";

ii. BUYER WAIVES AND DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS, MERCHANTABILITY, HABITABILITY, OR WORKMANSHIP;

iii. BUYER WAIVES ANY EXPRESS WARRANTIES; AND

iv. BUYER WAIVES MATTAMY'S DUTY TO DISCLOSE TO BUYER ANY LATENT DEFECTS UNKNOWN TO SELLER.

f. Access to Property. Buyer grants Mattamy (and to Mattamy's subcontractors, and material suppliers) an irrevocable right and license to enter into, upon, over, under, or through the Property after the Closing Date for the purposes of completion of construction, repairs, emergency matters, or pursuant to governmental order or other requirements related to the Home, Lot or improvements to the Community. Buyer agrees that the Home, including access to the interior, shall be made available during Mattamy's normal business hours.

12. Publication.

a. Advertising. Buyer agrees that Mattamy may use pictures or depictions of Buyer's Home, in advertising, promotion, and marketing of the Home, the Community, or the company.

b. Recording. This Contract may not be recorded by anyone in the public records. If this Contract is recorded by Buyer or on Buyer's behalf, Buyer will be in default. In any event, Buyer agrees to sign a cancellation and release in recordable form upon demand if this Contract is recorded by anyone, and Buyer irrevocably appoints Mattamy as Buyer's attorney-in-fact to execute such cancellation and release on Buyer's behalf.

c. Confidentiality. Buyer agrees not to share the Contract or discuss the particular terms with anyone except to Buyer's family, the Mortgage Lender, Buyer's attorney, Buyer's financial advisor, or as necessary to comply with Buyer's obligations under this Contract.

d. Intellectual Property Rights. Buyer recognizes that by signing this Contract or closing, Buyer is not acquiring ownership of the plans to Buyer's Home or to any of the marketing materials, designs, or to this Contract itself. The intellectual property rights to such items belong to Mattamy or to the architect or designer of the respective materials. Buyer may not use any of the preceding except in the purchase and ownership of Buyer's Home. For example, Buyer may not use the plans or other materials to build another home or use this Contract as a model for another transaction.

13. Default and Termination.

a. Termination Absent Default.

i. Termination Notice. Various provisions contained elsewhere in the Contract allow either Buyer or Mattamy to terminate the Contract under specified circumstances even if the other party is not in default. Buyer may also be entitled to terminate the Contract by laws applicable to this transaction. In order to exercise this privilege, notice must be given to the other party prior to Closing. This notice is called the "Termination Notice." The Termination Notice must clearly state the sender is terminating the Contract and specify the reason for termination (for example, inability to obtain financing, incurable title defects). Any Termination Notice sent to Mattamy must include the phrase *Termination Notice* in bold type no smaller than the 12-point typeface at the top of the document. Any right to terminate the Contract expires after Closing notwithstanding anything else in the Contract. Buyer understands that unless the Contract actually gives Buyer the right to terminate the Contract, simply sending a Termination Notice does not excuse Buyer from performing any of Buyer's other obligations under the Contract, and if Buyer improperly attempts to exercise a termination right, Buyer will be in default.

ii. Response to Termination Notice. If either Buyer or Mattamy attempts to terminate the Contract by exercising their rights under the Contract, then the other party must object to the attempted termination within **10** days after receipt of the Termination Notice (which meets the requirements of Section 13(a)(i)) of these *Contract Terms* or Buyer and Mattamy may assume that everyone accepts the Contract as terminated. If the parties cannot agree, they must follow the dispute resolution procedures set forth below.

iii. Obligations Upon Termination. If the Contract is properly terminated, absent a default, then Buyer and Mattamy agree that (i) Buyer will sign and deliver a release confirming that the Contract was terminated, waiving any claim or interest in the Property, and releasing Mattamy and the Closing Agent from any claim or obligation to Buyer, and (ii) upon receipt of the signed release, Mattamy will refund the Earnest Money to Buyer. Thereafter, Buyer and Mattamy will be released from all other obligations under the Contract, except those that survive termination.

b. Default.

i. Default by Buyer. Unless either Buyer or Mattamy properly terminates the Contract by exercise of any applicable right to do so, if Buyer does not close the purchase of the Property when Buyer is supposed to or if Buyer fails to comply with any other obligation under the Contract, Buyer will be in default. Mattamy agrees that the first time Buyer is in default, Mattamy will notify Buyer and give Buyer **5** days to cure Buyer's default, but on any subsequent default - whether for the same violation or due to a new violation - Mattamy does not need to give Buyer any warning or chance to cure. After the expiration of any applicable cure periods, Mattamy may exercise Mattamy's any and all remedies for default.

ii. Default by Seller. Unless either Buyer or Mattamy properly terminates the Contract by exercise of any applicable right to do so, if Mattamy does not close the sale of the Property when Mattamy is supposed to, or if Mattamy fails to comply with any other obligation under the Contract, Mattamy will be in default unless Mattamy cures the violation within **30** days after Mattamy receives notice from Buyer specifying every act or omission Buyer claims to violate the Contract. Buyer agrees that Buyer must also send a copy of such notice to Mattamy, Attn: Legal Counsel, 4901 Vineland Road, Suite 450, Orlando, FL 32811, by certified mail return receipt requested or by personal delivery. The **30**-day opportunity to cure will not begin until Mattamy receives both the notice and the required extra copy. After the expiration of any applicable cure periods, Buyer may exercise Buyer's remedies for default described below. The obligation to give Mattamy notice and an opportunity to cure a default will not apply to the obligation to complete the Home within 2 years from the date that Buyer fully executes this Contract.

c. Remedies.

i. Remedies for Buyer's Default.

Before Closing. If Buyer defaults (beyond any applicable cure periods) prior to Closing, then Mattamy shall have the right to terminate this Contract and Buyer will owe Mattamy as liquidated damages an amount equal to twice the required Earnest Money. Such liquidated damages are Mattamy's only remedy as actual damages would be difficult to determine with certainty; such liquidated damages have been

negotiated and agreed upon between Buyer and Mattamy as the best estimate of damages to Mattamy and such damages are not a penalty. After Closing. If Buyer defaults (beyond any applicable cure periods) after Closing, then, subject to the limitations and waivers specified elsewhere in this Contract, Mattamy may recover any actual damages Mattamy suffers. However, Mattamy agrees that the total judgment which may be awarded to Mattamy against Buyer on account of damages, costs and fees may not exceed five percent of the Purchase Price. Mattamy will not seek and cannot recover any punitive damages, any personal injury damages or any consequential damages from Buyer. Mattamy accepts this limitation on Mattamy's rights and understands that if Mattamy's actual damages exceed these limitations, Mattamy will suffer a loss. This limitation is a bargained for limit on the amount that may be awarded to Mattamy in exchange for the limitation on damages that may be obtained against Mattamy.

ii. **Remedies for Seller Default.**

Before Closing. If Mattamy defaults (beyond any applicable cure periods) prior to Closing, then Buyer, using the dispute resolution procedures specified below, may bring an action against Mattamy for specific performance as Buyer's sole remedy. If Buyer wrongfully (as determined by the dispute resolution procedures) brings an action against Mattamy for specific performance, Buyer will be liable to Mattamy for additional liquidated damages in an amount equal to 0.0493% of Purchase Price for each day from the time Buyer commences such action until Buyer dismisses the action, or until the final ruling has been issued and any applicable appeals exhausted, to compensate Mattamy for Mattamy's lost opportunity to market the Property. Notwithstanding the foregoing, Buyer shall be entitled to all remedies under Florida law if Mattamy fails to complete the Home within two (2) years of the date that Buyer fully executes this Contract. After Closing. If Mattamy defaults (beyond any applicable cure periods) after Closing, then, subject to the limitations and waivers specified elsewhere in this Contract, Buyer may recover any actual damages Buyer suffers. In determining Buyer's damages, Buyer must reduce Buyer's claim by any compensation Buyer receives or is entitled to receive from any third-party such as, for example, Buyer's homeowner's insurance underwriter or from the party issuing the Limited Warranty described below. Accordingly, Buyer may not bring any claim until Buyer has exhausted all insurance claims and warranty claims. Buyer agrees that the total judgment which may be awarded to Buyer against Mattamy (and/or the third-party Builder) on account of damages, costs and fees may not exceed five percent of the Purchase Price. Buyer will not seek and cannot recover any punitive damages, any personal injury damages (for example, without limitation, emotional distress or toxic mold claims), or any consequential damages (for example, without limitation, lost use, rental cost of other accommodations, moving costs, stigma, or diminution) from Mattamy. Buyer accepts this limitation on Buyer's rights and understands that if Buyer's actual damages exceed these limitations, Buyer will suffer a loss. This limitation is a bargained for limit on the amount that may be awarded to Buyer as a material inducement for Mattamy agreeing to sell the Property to Buyer.

d. Disbursement of Funds. Mattamy may disburse any money due Buyer by payment to any Buyer, Cooperating Broker, the person or party from whom Mattamy received the Earnest Money, or to Buyer's attorney. Any such payment will be deemed paid to Buyer. If there is any Dispute as to who is entitled to receive the money, Mattamy may either make payment to one or more of the parties as provided in the preceding sentence, delay making payment until any conflicting claims are resolved, or interplead any money due Buyer, deducting the fees and costs Mattamy incurs in such action.

14. Dispute Resolution. The parties to this Contract specifically agree that this transaction involves interstate commerce and that any Dispute shall be submitted in the manner as provided in this Section 14. "**Disputes**" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Contract, the Property, the Community, the design or construction of the Home, the improvement, development or maintenance of the Lot or Community or any dealings between Buyer and Mattamy; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Mattamy or Mattamy's representative; (3) relating to personal injury or property damage alleged to have been sustained by Buyer, Buyer's children or other occupants of the Property, or in the Community; or (4) issues of formation, validity or enforceability of this Section. Buyer has executed this Contract on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose. If a court determines that the procedures or limitations in Section 14 are not applicable to all parties in a dispute or to all disputed matters, then the procedures and limitations which are not invalidated shall still apply to all parties except any party explicitly found not to be subject to the provisions of this Section. Buyer agrees that any individual claims Buyer may wish to assert against Mattamy or qualifying agent must also be brought under these dispute resolution procedures. Any persons or parties related or associated in any way to Mattamy may also require Buyer to follow these dispute resolution procedures whether or not they have signed the Contract and regardless of whether Buyer brings action against Mattamy.

a. Dispute Resolution For Disputes Arising Before Closing. Section 14.a. shall be the exclusive and mandatory means for resolving any pre-Closing Dispute, or other disputes by and between the Buyer and Mattamy or any entity affiliated with Mattamy. Notwithstanding the preceding, in the event the Dispute is subject to the notice requirements of Chapter 558 Florida Statutes then the procedures in **Section 14.b.** and not **Section 14.a.** shall apply.

i. **Notice & Opportunity to Cure.** Before taking any action on any Dispute under this **Section 14.a.**, the party seeking to engage in a dispute resolution proceeding must first give the other party notice and an opportunity to cure pursuant to **Section 13(b)** of these *Contract Terms*.

ii. **Resolution by Judge. Any Disputes not resolved pursuant to Section 13(b) will be resolved by the court with jurisdiction where the** Property is located.

b. Dispute Resolution For Disputes Arising After Closing: Chapter 558 and Mandatory Mediation and Arbitration. Section 14.b. shall be the exclusive and mandatory means for resolving any Dispute brought after Closing, or any other disputes by and between the Buyer and Mattamy or any entity affiliated with Mattamy. Such Disputes shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §1 et seq.) and not by or in a court of law or equity. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen.

i. **§558.005, Florida Statutes - Notice of Alternative Method to Resolve Construction Disputes**.

CHAPTER 558 - NOTICE OF CLAIM

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES

To the extent all or any portion of a Dispute between Buyer and Mattamy is covered by Chapter 558, Florida Statutes, Buyer and Mattamy agree that as a condition precedent to commencement of any mediation or arbitration in accordance with this Section, Buyer and Mattamy will try to resolve any Dispute(s) or any portion thereof using the procedures specified in Chapter 558 Florida Statutes.

ii. **Mediation.** Any and all mediations commenced by any of the parties to this Contract shall be filed with and administered by the American Arbitration Association or any successor thereto ("**AAA**") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or

more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

iii. **Binding Arbitration.** If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds $250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. Notwithstanding anything in the AAA Home Construction Arbitration Rules or the AAA Construction Industry Arbitration Rules, unless otherwise available at law, each party shall be responsible for their own attorneys' fees and costs during any arbitration proceeding regardless of which party prevails.

iv. **Validity.** The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. Buyer and Mattamy further agree (1) that any Dispute involving Mattamy's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Mattamy may, at its sole election, include Mattamy's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

c. Estoppel. To the fullest extent permitted by applicable law, Buyer and Mattamy agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Buyer and Mattamy further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

d. Scope. Mattamy and Buyer intend that the scope of this dispute resolution Section 14 be broadly interpreted. The provisions of this Section apply not only to Buyer and Mattamy, but also to anyone connected in any way to Buyer and Mattamy. For example, these provisions apply to Mattamy's affiliated companies or entities, contractors, sub-contractors, sub-sub-contractors, material suppliers, employees, officers, agents, and representatives; to all real estate brokers and agents, to Buyer's family, Buyer's heirs, successors and assigns; and to anyone who has any claim arising by or through Buyer.

e. Fees and Costs. Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any action, proceeding, mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

f. Buyer may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

g. Mattamy supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

i. Notwithstanding the requirements of arbitration stated in Section 14.b of this Contract, Buyer shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

ii. Any mediator and associated administrative fees incurred shall be shared equally by Mattamy and Buyer; however, Mattamy and Buyer each agree to pay for their own attorneys' fees and costs.

h. Notwithstanding the foregoing, if either Mattamy or Buyer seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

i. BUYER AND MATTAMY AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON A CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS MATTAMY FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN THIS SECTION 14.

15. Other Dispute Resolutions. Notwithstanding the parties' obligation to submit any Dispute to mediation and arbitration in Section 14.b., in the event that a particular dispute is not subject to the mediation or the arbitration provisions, then the parties agree to the following provisions: BUYER ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS CONTRACT ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. BUYER AND MATTAMY AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. BUYER AND MATTAMY HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL. MATTAMY HEREBY SUGGESTS THAT BUYER CONTACT AN ATTORNEY OF BUYER'S CHOICE IF BUYER DOES NOT UNDERSTAND THE LEGAL CONSEQUENCES OF EXECUTING THIS CONTRACT.

16. Disclosures and Statutory Requirements.

a. **16 CFR §460.16 - What new home sellers must tell new home buyers regarding Insulation.** Pursuant to Title 16, Chapter I, Section 460.16 of the Code of Federal Regulations, the insulation that is or will be installed in the Home where conditioned space meets unconditioned space is as follows and will, according to the manufacturer, yield the R-values stated:

Location	Type	Thickness	R-Value
Exterior Walls	Insulative Foil	NA	R4.1
Other Walls	Fiberglass Batts	3.5"	R11/R13
Ceilings	Fiberglass Blown	10" / 12"	R30/R38
Non-slab floors (if applicable)	Fiberglass Batts	3.5"	R11/R13
Roof	Fiberglass Batts	10" / 12"	R30/R38

If so indicated above, fiberglass (also known as glass wool) is/will be used for insulation in the Home. The U.S. Department of Health and Human Services ("HHS") has listed fiberglass as a substance "which may reasonably be anticipated to be a carcinogen." This listing identifies substances selected for further study because of their potential carcinogenic risk but is not an assessment by HHS that there is a casual connection between fiberglass and human cancer. The listing does not establish that fiberglass presents a risk to persons in their daily lives.

b. **§489.1425, Florida Statutes - Florida Homeowners' Construction Recovery Fund. PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE** FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: Division of Professions, Construction Industry Licensing Board (850)487-1395; 2601 Blair Stone Road, Tallahassee, FL 32399-0783.

c. **§404.056(5), Florida Statutes - Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

d. **§161.57, Florida Statutes - Coastal Construction.** Buyer understands that Buyer has the right to receive an affidavit or a survey meeting the requirements of Chapter 472, Florida Statutes, as amended, delineating the location of the coastal construction control line if the Property is located either partially or totally seaward of the coastal construction control line. Buyer waives the right to receive such affidavit or survey. The property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including the delineation of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the property being purchased.

e. **§553.990, Florida Statutes - Florida Building Energy-Efficiency Rating Act.** Buyer understands that Buyer may have the Home's energy-efficiency rating determined in accordance with the Florida Building Energy-Efficiency Rating Act. Before signing the Contract Buyer received (i) the energy-efficiency information brochure developed by the Florida Department of Business and Professional Regulation pursuant to §553.996; and (ii) (y) if the home has been completed at the time of Contract execution, a completed energy performance level display card prepared in accordance with §553.9085; or (z) for a Home to be built, the completed energy performance level display card will be delivered to the Buyer at Closing. This paragraph and any information provided pursuant hereto is only for purposes of complying with the requirements of Chapter 553, Florida Statutes, and this Contract is not contingent upon Buyer approving the results set forth in the energy performance level display card.

f. **§689.261, Florida Statutes - Disclosure of Ad Valorem Taxes to Prospective Purchaser.**

PROPERTY TAX DISCLOSURE SUMMARY

BUYER SHOULD NOT RELY ON THE MATTAMY'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO THE PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

g. **§720.401(1)(a), Florida Statutes - Receipt of Association Disclosure Acknowledged.** Buyer acknowledges that prior to the execution of the Contract he or she has received a Disclosure Summary as required by Florida Statutes Section 720.401. A copy of Disclosure Summary is incorporated by reference herein and is attached hereto as Addendum "A". BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY. Mattamy also provided Buyer the opportunity to review the applicable covenants, restrictions, and easements and the governing documents of the homeowner's association prior to signing the Contract.

h. **§720.401(1)(b), Florida Statutes -Membership in Homeowners Association.** Buyer acknowledges that the Property is subject to the declaration of covenants, conditions, restrictions and easements for the Community recorded in the public records of the county where the Property is located (as such document is amended and/or supplemented from time to time the "Declaration"). The nature and extent of certain rights and obligations of the Buyer in acquiring and owning the Property will be controlled by and subject to the Declaration and to the Articles of Incorporation, By-Laws, and the rules and regulations of the homeowner's association identified in the Declaration (the "Association"). The Declaration and Articles of Incorporation, Bylaws and rules and regulations of the Association are referred to in this Contract as the "Community Documents." By execution of the Contract, Buyer agrees to comply with all of the terms, conditions and obligations set forth in the Community Documents and agrees to be responsible for maintaining all drainage structures and easements as shown on the recorded plat and the survey of the Property. Upon conveyance of title to the Property to Buyer, Buyer shall automatically become a member of the Association and shall be subject to the assessment obligations and other provisions set forth in the Community Documents. Buyer acknowledges that the Community Documents can be amended under certain circumstances without the approval of the Association membership. Buyer agrees to pay all amounts assessed against the Lot by the Association in accordance with the terms and provisions of the Community Documents. The Community Documents provide for the Association's levying of annual and other types of assessments against the Property in amounts determined by the Association from time to time. Buyer acknowledges that the Community Documents may create an obligation to pay fees for any recreational or other commonly used facilities as an obligation of membership in the Association but that all such facilities may not now exist, and all fees therefore are not known at this time. Buyer further acknowledges that the assessments are subject to periodic change and that a failure to pay the assessments could result in a lien on the Property. The statements contained in this paragraph are only summary in nature and Buyer should refer to the Community Documents. A disclosure statement summarizing Buyer's rights and obligations as a purchaser acquiring a parcel in a community with restrictive covenants and mandatory homeowner's association membership, as required by §720.401, Fla. Stat., has been provided to Buyer. AS A POTENTIAL BUYER OF PROPERTY IN THE COMMUNITY, BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE AFOREDESCRIBED DISCLOSURE SUMMARY.

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO MATTAMY OR MATTAMY'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF BUYER OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT.

BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

i. **§689.328, Florida Statutes - Transfer Fee**. As additional consideration for the Home being conveyed, at Closing the Buyer shall pay to the Seller a contribution in the amount of one (1) quarter's "General Assessments" (as such term is defined in the Declaration).

j. **Intentionally Omitted.**

k. **Inspections.** Mattamy or local governmental agencies may use the services of the local building official or hire a private provider to perform plan review, inspections, or for issuance of the certificate of occupancy as permitted by §553.791 Florida Statutes. For all purposes, such services will be treated the same as if plan review and inspections were conducted by the applicable government building department.

l. **Mold, Water Intrusion & Air Quality.** Buyer understands that Buyer's Home will require ongoing maintenance, repair and replacement. If Buyer fails to do so, Buyer may experience problems with water intrusion, mold growth and indoor air quality. Buyer agrees that Mattamy's responsibility is limited to making repairs and replacing defects as required under the limited warranty Mattamy is issuing Buyer, and then only during the warranty period. In no event will Mattamy be responsible for any personal injury, damage to Buyer's personal property, adverse health effects to Buyer or Buyer's family, emotional distress, or any other injury suffered by Buyer or Buyer's family on account of mold, water intrusion, or air quality, whether caused by improper construction or by Buyer's failure to maintain the Home after purchase.

m. **Trees & Landscaping.** Landscaping is not included as part of Buyer's Property except as may be specified in the Contract. Buyer understands that Mattamy does not warrant the trees and landscaping. Often trees on a lot must be removed during the construction process. If there are any trees remaining on the Lot after Closing, then the trees may become diseased or die due to construction activities or natural causes. After Closing, Buyer is responsible for all trees, and Buyer must pay to remove any dead or undesirable trees. Under the Community Documents, Buyer may be obligated to obtain the approval of the homeowner's association before removing any trees or to otherwise change the landscaping existing on Buyer's Lot. This may require Buyer to plant additional trees either on Buyer's Lot or elsewhere, to pay for architectural review, to submit a tree survey or to pay their applicable costs and fees. The Community and the Lot may be irrigated with reclaimed water. Buyer will be responsible to comply with all applicable regulations pertaining to the use of reclaimed water, including the installation, maintenance, testing, repair and replacement of a water back flow preventer and water heater expansion tank, if applicable. WITHOUT LIMITING THE FOREGOING, AT CLOSING, MATTAMY'S RESPONSIBILITY WITH RESPECT TO SOIL EROSION, THE GROWTH OF GRASS, SOIL CONDITIONS AND SHRUBBERY TERMINATES AND THE BUYER'S RESPONSIBILITY BEGINS. MATTAMY IS NOT LIABLE FOR TREES OR DAMAGE OR DESTRUCTION OF TREES ON THE PROPERTY AND MAKES NO WARRANTY WHATSOEVER AS TO THE TYPE, LOCATION, OR AMOUNT OF TREES WHICH WILL BE ON THE PROPERTY AND/OR THE CONDITION OF THESE TREES BEFORE, AFTER, OR DURING CONSTRUCTION.

n. **Model Home.** The model home(s) may include amenities, upgrades and special features that will not be included in Buyer's Home. Buyer has not relied upon the model(s) in making Buyer's decision to purchase the Property. If the Home the Buyer is purchasing is a model home then: (i) the term of appliance and equipment warranties typically begins prior to Closing and may expire sooner than warranties for the same items in a newly constructed Home; (ii) Buyer's purchase includes only the personal property described in an attachment to the Contract, and will not necessarily include all of the furniture, equipment, window treatment or other items displayed at the Home; (iii) the areas of the Home (i.e. garage) used for sales or office purposes will be converted back to the original design, or as indicated in an attachment to the Contract; and (iv) the interior condition of the Home may reflect ordinary usage (i.e. nail holes, wear on flooring, minor scratches) typical to the condition of an occupied residence and Mattamy is not responsible to repaint, re-carpet, or make any other changes not specified in this subsection or in a written attachment to the Contract.

o. **Views & Off-Site Uses.** Buyer assumes sole and exclusive responsibility for determining, through sources other than Mattamy, off-site conditions, activities, land uses, and/or future land planning, and hereby releases Mattamy from any obligations relating to any off-site matters. Without limiting the foregoing, Buyer acknowledges that Mattamy is not responsible for constructing or providing common facilities, amenities, and other components of the Community and/or Master Community, if applicable. For the purposes of this Contract, the phrase "off-site" means all areas outside of the boundaries of the Property. The phrase "future land planning" refers to any revisions or changes to existing land uses or activities, whether such revisions or changes are actually pending for review within some governmental agency, whether they are in the planning stages, and/or whether they are hereafter filed for review or implemented by any company, person or party. Buyer hereby specifically understands, agrees to, and waives any and all claims related to the following:

   i. The location of utility improvements (including, but not limited to, junction boxes, transformers, pedestals, or sewer taps), which may vary, and such utility lines and utility improvements may be located on the Lot whether or not such utility lines or utility improvements are shown on any map, survey or appear on the Lot on the date of this Contract;

   ii. Any fence or block wall constructed on the Lot that is intended to designate the property line of the Lot but that may encroach on either side of actual lot lines;

   iii. Future construction, grading or excavation of the Lot by Buyer that, if not correctly engineered, could disrupt drainage and cause flooding;

   iv. Any expenses of restoration to grade of previous conditions shall be borne by Buyer;

   v. Mattamy's or an unrelated developer's reservation of the right to make changes to the design of the Community and to the plans for all Community improvements, including but not limited to, plans of homes to be constructed within the Community after construction of the Home;

   vi. The character and use of property surrounding and in the vicinity of the Community (including, but not limited to, cellular phone towers);

   vii. Any berm, or slope to or from the property line of the Lot; or

   viii. The location of any future transportation improvements, corridors, roadways or railway improvements (including, but not limited to, roadways, railway tracks, spurs or junctions, traffic signals, etc.), which may vary, whether or not such improvements are shown on any map or survey on the date of this Contract.

p. **Restrictions on Use.** Buyer's Lot may be subject to covenants, easements, set-backs and other restrictions on Buyer's use of the Property as specified in the documents recorded in the public records (including the Declaration), or on the plat. These restrictions may be modified or amended by the developer of the land even after Buyer signs this Contract or closes. In particular, if Buyer's Lot is subject to a conservation easement or buffer area, then Buyer will not be able to use the affected portion of Buyer's Lot except as may be permitted by the applicable water management district or other governmental or legal authority. This may limit Buyer's ability to fully sod, fence, or landscape Buyer's yard.

q. **FDLE Database.** Florida law, effective July 1, 1996, requires the Florida Department of Law Enforcement ("FDLE") to maintain an updated list of Sexual Predators in this state after a court has made a written finding designating them as a Sexual Predator, as the term is defined by Florida statute. Further, Chapter 97-299, Laws of Florida, requires certain sexual offenders to directly register with or to have information compiled by the Department of Corrections or the Department of Juvenile Justice, with the information to be provided to FDLE. The FDLE database contains public record information on offenders classified as sexual predators and sexual offenders under Florida law because of a conviction for a sex-related crime. Florida law makes this information available to the public. Information including photos, identities, and addresses is available from the Florida Department of Law Enforcement (FDLE) at (850) 410-7000, toll free at toll-free line at 1-888-357-7332, or on the Internet Web site at http://offender.fdle.state.fl.us/offender/homepage.do. The FDLE advises information is made available to interested citizens to help them educate themselves about the possible presence of such persons in local communities. The placement of information about a person in the FDLE database is not intended to indicate that FDLE has made any judgment about the level of risk a particular person may present to others. This information is made available to assist interested persons in forming THEIR OWN RISK ASSESSMENTS. Mattamy makes no representations with respect to information available on the FDLE web site and Buyers are advised to exercise whatever due diligence they deem necessary with respect to such information. Mattamy is providing this information as notification and to provide a source for additional information. The FDLE web site also provides you with the ability to register and receive e-mail alerts for your neighborhood or a specific offender or predators that you choose to monitor. Buyer is encouraged to contact FDLE for further information, and by signing this Contract, Buyer acknowledges that Mattamy has provided this notification. Buyer acknowledges

that by law, Mattamy is not obligated to disclose that the Property is or has been located in the vicinity of a sex offender or predator. Buyer hereby acknowledges that this disclosure was supplied to them prior to the execution of this Contract.

r. **Construction Activities.** BUYER ACKNOWLEDGES THAT SOME AREAS OF THE COMMUNITY MAY BE UNDER DEVELOPMENT FOR AN EXTENDED TIME INCIDENT TO THE DEVELOPMENT PROCESS, THE QUIET ENJOYMENT OF THE COMMUNITY MAY BE UNAVOIDABLY INTERFERED WITH TO SOME EXTENT BY THE CONSTRUCTION OPERATIONS. Construction, development, and sales activities will occur after Buyer occupies the Home Depending upon Buyer's sensitivities, this may result in some inconvenience to Buyer and Buyer's family and guests due to increased noise, dust, road closures, operation of the model homes and sale offices, and other activities. Construction activities can occur at various hours throughout the day, and sales activities can result in additional traffic and visitors throughout the Community, particularly before the Community is completely built out. Neither Mattamy nor any other builder that may be active in the Community can guarantee that Buyer will not be affected or impacted as a result of the overall construction and development of the Community. Mattamy gives no guarantees or assurances on the length of time model homes in the Community will be actively used by Mattamy. Until all houses and improvements are finished, Buyer will be subject to noise, dust, traffic and other activities relating to the construction. Mattamy may engage in marketing and sales within the Community as permitted by the local governing authorities. Buyer understands that Buyer is not permitted onto the lots of Buyer's neighbors during construction.

s. **Variances from Depictions, Plat or House Plans.** The marketing depictions, site plans, and other papers often vary from the final dimensions of the Lot as determined by the final recorded plat. Buyer agrees that Buyer is purchasing only the lands shown on the recorded Plat for Buyer's designated lot. The marketing materials may depict certain amenities for the Community. Buyer understands that the amenities actually constructed may vary from the proposals for many reasons. The Purchase Price will not be adjusted, nor will Buyer have any claim against Mattamy on account of the Community amenities which are constructed or not constructed. As to any amenities which may be built, Mattamy is not warranting either the construction of them, or guaranteeing Buyer's right to use them. Buyer also understands that the Home may vary in size, dimensions, features, utility placements and materials from both the marketing materials and in some instances from the House Plans. The Home may be located in a different location on the Lot than originally planned. Field adjustments to House Plans are an accepted industry practice, and as long as any such adjustments do not prevent a certificate of occupancy for the Home from being issued, Mattamy may make such changes without Buyer's consent or notice to Buyer. If Buyer has paid for any upgrades that Mattamy eliminated by field adjustment, then the Purchase Price will be adjusted by the amount Buyer has paid for the affected upgrades unless Mattamy substitutes an alternative of substantially the same value. Unless Buyer demands an adjustment prior to Closing, then Buyer waives Buyer's right to do so and Mattamy will not be required to either make the upgrade or refund any money to Buyer after Closing. If, due to error, the Home encroaches onto another lot, or if an adjacent structure or residence encroaches onto Buyer's Lot, Buyer agrees that Mattamy may correct the error by altering the legal descriptions of the affected lots, establishing easements which permit the encroachments, waiving building restrictions and set back, or by other means without reduction in the Purchase Price, provided that after such correction Buyer will receive marketable title to the Lot.

t. **Typical Home Conditions.** Homes are hand constructed and subject to typical faults, and conditions. Buyer agrees that cracking, settling, and other conditions in the Home are acceptable, except where corrective action is required by the Limited Warranty. The standard for acceptable conditions will be as set forth in the Limited Warranty, or as adopted by the party issuing the Limited Warranty. If the Home is detached, attached or in a condominium Buyer understands that Buyer may hear noises inside the Home coming from plumbing, air conditioning, or occupancy of adjacent homes. Buyer acknowledges that Mattamy has made no representations or warranties of any sort that sounds from outside the Home will not be heard inside the Home. At the time of construction and development, the Home exceeded or met all building code regulations required to permit and construct the Home. Building codes, land development codes, and other government rules and regulations are subject to change. These changes may occur before, during or after the sale/closing of the Home. These rules may include flood plain map amendments and could affect Buyer's insurance requirements.

u. **Water Issues and Waterfront Lots.** Buyer's Lot may be located near or on a water body. Buyer understands that Buyer may not have riparian rights (the right to use the water for boating and similar purposes) and that use of the water body will be restricted by covenants and law. Buyer may have the obligation to maintain the lake banks (including the far side of the lake if included within Buyer's Lot) or the obligation to pay special assessments imposed on waterfront property owners. Mattamy is not responsible for the water level of the water body which may be significantly higher or lower than the level Buyer observes at the time Buyer is signing this Contract. Whether Buyer's Lot is waterfront or not, Buyer understands that after a rain event Buyer's yard may be soggy, and if Buyer's Lot includes wetlands or conservation areas such areas may stay wet or soggy for extended periods of time. Mattamy is not responsible to Buyer for flooding or drainage as long as Buyer's Lot substantially complies with the drainage plan for the Community. If for any reason the Lot does not comply, then Mattamy's responsibility is limited to correcting the problem either by bringing the Lot into compliance or by constructing an alternative drainage system which may include drains, inlets, pumps, or berms. Buyer grants Mattamy the right to come onto the Lot if necessary to correct any drainage problems on either Buyer's Lot or on neighboring lots, and Buyer agrees to cooperate with Mattamy in any such effort. In no instance will the purchase price be adjusted or will Buyer be entitled to any compensation for lost use of the yard, for diminution in value because of the change in the drainage system, or any other consequential damages except that if Mattamy asks Buyer to temporarily vacate Buyer's Home in order for Mattamy to fix the drainage, Mattamy will pay the rental cost of an apartment or other housing which Buyer understands may be substantially smaller than Buyer's Home. If Buyer rents an apartment or makes other accommodations without Mattamy's prior written approval, then Buyer waives Buyer's right to reimbursement for any temporary housing.

v. **Security.** If the Community is "gated," with private streets Buyer understands that the walls, gates and attendants, if any, provide only limited access control and not a fully secure environment. Further, gates may be left open for extended periods of time which may permit unrestricted access by the general public. Buyer agrees that Mattamy is not responsible for any loss or injury suffered by Buyer or Buyer's guests on account of any criminal activity on or about the Community and that Mattamy has no duty to advise Buyer of any prior or future incidents. The entrance may be gated with mechanical swing gates whereby access will be granted by either call box system and owner PIN or barcode sticker. Gates may be open until the last home in the Community is closed. Gates are designed as traffic control devices to limit access only during certain hours of operation and are not intended to represent that the Community is a secure environment. Gates will be owned, maintained, and controlled by the Association.

w. **Environmental Conditions.** Buyer understands and acknowledges that certain substances or materials may release gaseous, chemical or organic wastes that may contaminate air, soil or water within the Property. The sources of said pollutants, which may include, but are not limited to, fireplaces, cigarettes, aerosol sprays, cooking and many building components may emit formaldehyde, radon or other such byproducts into the environment. Buyer agrees to hereby release, acquit and forever discharge Mattamy from any and all actions, complaints, claims, damages, liabilities or obligations in any manner on account of or in any way growing out of harmful environmental pollution or contamination, if any, of said Property, unless willfully or recklessly caused by Mattamy or its agents or employees. Buyer further agrees to release, acquit and forever discharge Mattamy from any and all claims or liability arising out of the presence of power lines or other electrical equipment located on or near the Property or the development. Mattamy makes no warranty, express or implied, as to soil conditions.

x. **Surrounding Property.** Buyer agrees, understands and acknowledges that no agent, representative, salesman or officer of Mattamy has any authority to make any statement, promise or representation, either oral or in writing, which was relied upon by the Buyer or may be relied upon by the Buyer with respect to the existing zoning of any surrounding property or potential uses of any tract of land or any parcel of land adjacent to or surrounding the Property and/or the Subdivision in which the Property is located. Buyer further acknowledges and understands that the boundary lines of the Property will be represented on the survey of the hereinabove described lot, delivered to Buyer at Closing. No representations, statements or demonstrations concerning property lines have been relied upon by Buyer in executing this Contract or will be relied upon by Buyer in closing the purchase of the Property except as set forth and described in the survey delivered at Closing. Buyer hereby specifically understands, agrees to, and waives any and all claims related to the following: the location of utility improvements (including, but not limited to, junction boxes, transformers, pedestals, or sewer taps), which may vary, and such utility lines and utility improvements may be located on the Property whether or not such utility lines or utility improvements are shown on any map, survey or appear on the Property on the date of this Contract; any fence or block wall

constructed on the Property that is intended to designate the property line of the Property but that may encroach on either side of actual lot lines; future construction, grading or excavation of the Property by Buyer that, if not correctly engineered, could disrupt drainage and cause flooding; any expenses of restoration to grade of previous conditions shall be borne by Buyer; Mattamy's or an unrelated developer's reservation of the right to make changes to the design of the Subdivision and to the plans for all Subdivision improvements, including but not limited to, plans of homes to be constructed within the Subdivision after construction of the Buyer's Home; the character and use of property surrounding and in the vicinity of the Subdivision (including, but not limited to, cellular phone towers); any berm, or slope to or from the property line of the Property; or the location of any future transportation improvements, corridors, roadways or railway improvements (including, but not limited to, roadways, railway tracks, spurs or junctions, traffic signals, etc.), which may vary, whether or not such improvements are shown on any map or survey on the date of this Contract.

y. **Square Footage.** Buyer fully accepts and understands that any and all square footage estimates provided by Mattamy are approximations only and subject to field changes and errors.

z. **Interstate Land Sales Full Disclosure Act.** The sale contemplated by this Contract is intended to comply with the provisions of 15 USC §1702(a)(2). Mattamy agrees that Mattamy is contractually obligated to complete erection of the Home within a period of two years. Any notice provision, opportunity to cure, or other provision which would have the effect of extending this obligation, excusing a breach of this obligation, or unreasonably limiting Buyer's remedies on account of a breach of Mattamy's obligation to complete erection of the Home within 2 years after Buyer fully executes the Contract will not apply if the effect of such notice provision, opportunity to cure, or other provision would cause this Contract not to comply with 15 USC §1702(a)(2). The obligation to complete erection of the Home within such two-year period may be extended only for reasons qualifying under Florida common law under the principle of impossibility of performance. The terms of this subsection shall supersede any conflicting provisions in the Contract.

aa. **Sinkhole Exclusion.** Certain areas of Florida have experienced "sinkhole" soil settlement activity. Mattamy has consulted with soil engineers about the potential for sinkhole development in the area and it has been advised that no soil study or investigation can offer any guarantee that sinkholes will not develop on a specific parcel of land. Mattamy has also been informed that soil engineers can conduct testing and of potential sinkhole sites in an attempt to assess the possibility of future sinkhole development. Mattamy assumes no responsibility to make any tests; however, Mattamy will permit the buyer to do so, at the Buyer's sole cost and expense upon Buyer delivering written request to Mattamy. Mattamy makes no warranties or representations, express or implied, about the existing or future soil conditions on the Lot. Mattamy expressly disclaims any liability of any type for any damages whether direct or indirect, or consequential which the Property may suffer because of settlement, sinking or collapse of the earth on the Lot.

bb. **No Interference**. Buyer understands, acknowledges and agrees that picketing, posting of negative signs on the Lot or in the Community (including signs in or on vehicles), and distribution of negative literature may affect the value of the Home and/or the value of homes constructed in the Community in which the Home is constructed and the residential atmosphere of the Community. Without limiting the generality of anything contained in this Contract, Buyer agrees not to interfere in any manner whatsoever with the completion, marketing and sale of the Home or any homes in the Community or other properties in which Mattamy or its affiliates construct homes. As such, unless the prohibition contained herein is prohibited by law, Buyer agrees not to engage in any such activities. In the event Buyer breaches this Section, in addition to any remedies set forth in this Contract or at law (including, but not limited to, injunctive relief, damages and attorneys' fees and costs), Buyer shall be in default and Mattamy shall have the right to immediately terminate this Contract. The provisions of this Section shall survive the Closing or the termination of this Contract.

cc. FLOOD DISCLOSURE

Flood Insurance: Homeowners' insurance policies do not include coverage for damage resulting from floods. Buyer is encouraged to discuss the need to purchase separate flood insurance coverage with Buyer's insurance agent.
(1) Seller has not filed a claim with an insurance provider relating to flood damage on the property, including, but not limited to, a claim with the National Flood Insurance Program.
(2) Seller has not received federal assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.
(3) For the purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete inundation of the property caused by any of the following:
(a) The overflow of inland or tidal waters;
(b) The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch;
(c) Sustained periods of standing water resulting from rainfall.

17. Notices & Communications.

a. Generally. Any notice, claim, demand or other communication (all of which are collectively referred to as "Notices") required or permitted to be given under the Contract must be given in accordance with this **Section 17**. Notices not given in accordance with these provisions will not be effective. Notices sent by fax (when fax notices are permitted) must also be sent by first class mail but will be effective upon actual fax delivery. Notices sent during the course of any ongoing legal action may be sent in accordance with applicable rules of procedure. Either Buyer or Mattamy may change their official address (including e-mail, phone and fax numbers) by delivering a Notice to the other.

b. To Mattamy. Notices to Mattamy: (i) which attempt to terminate the Contract; (ii) which respond to a Termination Notice from Mattamy; (iii) which allege a default by Mattamy; (iv) of any nature after Buyer has declared Mattamy to be in default or begin any action against Mattamy; or (v) changing Buyer's official address, phone, fax, or e-mail address must be sent to Mattamy by: (x) personal delivery, (y) pre-paid certified mail return receipt requested, or (iii) UPS or FedEx overnight pre-paid delivery. Other Notices from Buyer to Mattamy may be sent in the same manner or may be sent to Mattamy by fax or first-class mail to Mattamy's address. Mattamy's address for all Notices is specified on the first page of the *Home Purchase Agreement*.

c. To Buyer. Mattamy may give Notices to Buyer by (i) personal delivery, (ii) first class or certified mail, (iii) FedEx or UPS overnight pre-paid delivery, (iv) e-mail, (v) fax or (vi) verbally. If Buyer is working with an attorney, Cooperating Broker, then Mattamy also has the option of sending any Notices to Buyer in care of the attorney, Cooperating Broker. Verbal messages will be deemed delivered if left at the phone number for Buyer, their attorney or the Cooperating Broker. Buyer's address for all Notices is specified on the first page of the *Home Purchase Agreement.* After Closing Mattamy may assume that Buyer's official address will thereafter be the address for the Property. Personal delivery may be made by Mattamy after Closing by posting on the door of the Home.

d. Time Notices Effective. Notices will be considered delivered and received and will be effectively given, when received by a party in a manner designated for Notices to such party in the preceding paragraphs:

i. upon personal delivery;

ii. **5** days after mailing;

iii. **1** day after sending by UPS or FedEx overnight delivery.

18. Interpretation of Contract & Additional Provisions.

a. Governing Law. The laws of the State of Florida shall govern the validity, enforcement, and interpretation of the Contract. Since Buyer and Mattamy have selected Florida as the governing jurisdiction, Buyer and Mattamy will ignore any provisions of Florida law which, if applied, would cause the law of another State to apply. Buyer waives the right to assert any jurisdiction of Federal courts by diversity or otherwise.

b. Integration, Modification, Waiver. This Contract constitutes the complete and final expression of Buyer and Mattamy's agreement, and supersedes all previous contracts, agreements, and understandings between Buyer and Mattamy. This Contract cannot be modified, or any of the terms hereof waived, except by instrument in writing executed by both parties.

c. Counterparts and Execution. This Contract may be executed in several counterparts, each of which will be fully effective as originals and all of which together shall constitute one and the same instrument. Either Buyer or Mattamy may execute by electronic or facsimile signature.

d. Headings, Lists, & Special Terms. The headings which have been used throughout this Contract have been inserted for convenience of reference only and do not constitute matters to be construed in interpreting this Contract. Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context require otherwise. To clarify the meaning of certain provisions examples are listed. Whenever a list is prefaced by "for example," "i.e." or "including" then the sentence should be construed as also including the words "but not limited to" and the legal theory of ejusdem generis will not apply. Certain words are defined in this Contract by capitalization, parenthesis, or quotes. When such terms are used they should be given their defined special meaning. The phrases "Buyer understands" and "Buyer acknowledges" are used throughout the Contract. When used the phrase should be construed as also including the words "..and Buyer agrees that..," it being Buyer and Mattamy's intent that wherever Buyer acknowledges or states Buyer understands a provision that Buyer's explicit consent to such provision is also intended and given. "Community" means the subdivision or development where the Lot is located, and where applicable both the master development and neighborhood subdivision.

e. Rule of Construction. Buyer has been given as much time as Buyer desired to carefully review the entire Contract. Buyer was afforded the opportunity to have an attorney review the Contract for Buyer, and Buyer either received the benefit of a legal review or waived the opportunity. Buyer fully understands the meaning of every provision in this Contract. Accordingly, Buyer agrees that the normal rule of construction to the effect that any ambiguities are to be resolved against Mattamy as the party preparing this Contract will not apply. Anyone interpreting this Contract shall construe all provisions as if mutually drafted by both Buyer and Mattamy.

f. Calculating Dates. In computing any period of time under this Contract, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday or Legal Holiday, in which event the period shall run until the end of the next day which is neither a Saturday or legal holiday. Notwithstanding the definition of Legal Holiday set forth in Fla. Stat. §683.01, the term "Legal Holiday" as used in this Contract is limited to: (a) Sunday, the first day of each week; (b) New Year's Day, January 1; (c) Birthday of Martin Luther King, Jr., January 15; (d) Washington's Birthday, the third Monday in February; (e) Memorial Day, the last Monday in May; (f) Independence Day, July 4; (g) Labor Day, the first Monday in September; (h) Columbus Day and Farmers' Day, the second Monday in October; (i) Veterans' Day, November 11; (j) Thanksgiving Day, the fourth Thursday in November; and (k) Christmas Day, December 25. Legal Holiday will also include (i) the Friday following Thanksgiving Day, and (ii) any day which, due to natural disaster or emergency, banks and financial institutions in the County where the Property is located are not open for business. Time is of the essence for each and every obligation under this Contract, and this sentence shall be interpreted as if written into every paragraph of this Contract.

g. Invalid Provisions. If any one or more of the provisions of this Contract, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Contract and all other applications of any such provision shall not be affected thereby.

h. Binding Effects. This Contract binds Buyer and Mattamy and their respective heirs, personal representatives, successors and assigns.

i. Further Acts. In addition to the acts recited in this Contract to be performed by either Buyer or Mattamy, Buyer and Mattamy agree to perform or cause to be performed at or prior to Closing any and all such further acts as may be reasonably necessary to consummate the transaction contemplated hereby.

j. Assignability. This Contract is personal to Buyer and may not be assigned without Mattamy's prior written consent which may be given or withheld in Mattamy's absolute and arbitrary discretion. If Mattamy permits Buyer to assign this Contract, Buyer will still be responsible for the obligations. Mattamy may charge Buyer a fee to assign the Contract. Mattamy may assign the Contract to any successor, affiliate, or other entity by giving notice to Buyer. If Mattamy does assign the Contract, the assignee and not Mattamy will be responsible for all of Mattamy's obligations under the Contract.

k. Survival. The termination of the Contract for any reason prior to Closing or the Closing of the purchase does not terminate the provisions of the Contract unrelated to the obligation to close. Provisions regarding interpretation, defaults, waivers, warranties, limitations, dispute resolution, disclosures and provisions regarding obligations not fulfilled at Closing or incorporated into the Deed of conveyance will survive Closing.

l. Earnest Money. "Earnest Money" refers to the deposit payable to Mattamy pursuant to **Sections 4(a)** and **4(b)** in the *Home Purchase Agreement*. Any additional deposits paid to Mattamy, but not fees or charges, will also be "Earnest Money." Any damages will be calculated based on the Earnest Money due from Buyer, whether or not actually paid. MATTAMY MAY DEPOSIT THE EARNEST MONEY IN ITS GENERAL ACCOUNT AND MAY USE THE MONEY TOWARDS CONSTRUCTION OF THE HOME OR FOR ANY OTHER PURPOSE WHATSOEVER. MATTAMY NEED NOT DEPOSIT THE EARNEST MONEY IN AN ESCROW HOLDING ACCOUNT OR OTHERWISE ESCROW OR HOLD SEPARATELY THE EARNEST MONEY.

- **i.** Buyer shall remit to Mattamy the Earnest Money by check, cashier's check or wire transfer. Buyer acknowledges that Mattamy shall have the right to deposit such check for the Earnest Money without such action being deemed acceptance of this Contract. If any such check is not paid by the bank after acceptance of this Contract, Mattamy shall have the option to cancel this Contract and declare Buyer in default. If Buyer provides any check for a Deposit in the form of Canadian currency (a "C$ check"), Mattamy's depository bank will convert such C$ check into a U.S. dollar amount using its currency procedures and exchange rate then in effect two (2) business days following the date of processing (the "Conversion Date") and the amount of the Earnest Money to be applied toward the Total Purchase Price shall be equal to the amount received by Mattamy from the depository bank on the Conversion Date. Mattamy reserves the right to charge or pass through any currency conversion-related fees or costs to the Buyer at Closing (as hereinafter defined). Notwithstanding the foregoing or anything contained in this Contract to the contrary, the balance of the Total Purchase Price plus all applicable Closing Costs (the "Closing Proceeds") shall be paid to Mattamy at Closing. Any funds paid by Buyer under the terms of this Contract to Mattamy, including funds paid through a check or cashier's check are accepted by Mattamy subject to collection.
- **ii.** UNLESS A WRITTEN REQUEST FOR PAYMENT BY CASHIER'S CHECK IS RECEIVED AND APPROVED BY MATTAMY NOT LESS THAN FIVE (5) BUSINESS DAYS PRIOR TO CLOSING, BUYER ACKNOWLEDGES AND AGREES THAT CLOSING PROCEEDS MUST BE BY FEDERAL WIRE TRANSFER IN IMMEDIATELY AVAILABLE FUNDS. BUYER IS RESPONSIBLE FOR ALL BANK OR WIRE TRANSFER CHARGES AND CURRENCY EXCHANGE FEES. WITHOUT LIMITING ANY OTHER PROVISIONS HEREIN, IF ANY EARNEST MONEY AND/OR CLOSING PROCEEDS ARE NOT TIMELY PAID, BUYER SHALL BE IN DEFAULT. Notwithstanding the foregoing, if Mattamy approves Buyer's written request to deliver a cashier's check and thereafter Buyer delivers all or any portion of the Closing Proceeds in the form of a cashier's check exceeding $25,000.00, then Buyer will not be entitled to possession of the Home until the cashier's check has cleared.

m. Representation of Compliance with OFAC Regulations. Buyer represents and warrants that Buyer is not barred from doing business with U.S. entities pursuant to the U.S. Department of Treasury's Office of Foreign Asset Control ("OFAC"), including OFAC's Specially-Designated-Nationals ("SDN") list and lists of known or suspected terrorist organizations. If Mattamy identifies or is informed that Buyer is a valid match for OFAC's SDN list, then this Contract is void, and Mattamy shall cancel and revoke this Contract immediately. In the event of cancellation or revocation of this Contract under this provision, Mattamy shall immediately contact OFAC to report the transaction and to determine whether the Earnest Money provided by Buyer, if any, should be returned or blocked, consistent with OFAC regulations.

n. Builder's Fee. Buyer acknowledges and agrees that in connection with the purchase of the Property, Buyer shall pay to Mattamy a builder's fee, equal to a flat fee of **$ 4995.00** (the "Builder's Fee"). The Builder's Fee is imposed in connection with all home sales in the Community, regardless of whether Buyer finances the purchase of the Property. Notwithstanding the foregoing and notwithstanding anything contained in the Contract to the contrary, Buyer acknowledges that the Builder's Fee may change or not be imposed on all home sales in the Community, and Mattamy reserves the right to change or withdraw the Builder's Fee at any time prior to Mattamy's completion of construction of all homes in the Community.

The Builder's Fee represents additional compensation to Mattamy and principally is intended to cover various out-of-pocket and internal costs and

expenses associated with the sales, promotion and/or development of the Community. This fee is due at Closing. The Builder's Fee is separate from any and all Closing Costs (defined herein below). While the Builders Fee is payable, along with various other fees, costs and amounts at Closing, the Builder's Fee is not a settlement fee associated with any loan that you may obtain to finance the purchase of the Property.

o. **Termination by Mattamy.** Notwithstanding anything herein to the contrary and without limiting Mattamy's rights, Mattamy may terminate this Contract without regard to fault or breach if Mattamy, in its sole discretion, determines that Buyer has engaged in uncooperative or unprofessional behavior or otherwise interfered with Mattamy's performance of this Contract or the construction of the Home. Mattamy shall notify Buyer in writing of its election to terminate the Contract pursuant to this and, upon such termination, shall return the Earnest Money to Buyer and pay Buyer the stipulated sum of $500.00. Buyer and Mattamy agree that the stipulated sum is not a penalty, but a reasonable and foreseeable estimate of the actual damages incurred or to be incurred by Buyer, if any, incident to the cancellation of this Contract (it being difficult if not impossible to ascertain those damages). Upon such termination of this Contract by Mattamy and payment of the Earnest Money and stipulated sum, no cause of action against Mattamy shall accrue to Buyer and neither party shall thereafter have any obligations or rights under this Contract. Mattamy reserves the right to convert any termination of this Contract into a termination for convenience.

p. **TCPA Consent.** This notice is provided according to 47 U.S.C. Section 227 et. al., commonly known as the Telephone Consumer Protection Act of 1991 (the "TCPA"). Buyer understands that Buyer is not required to provide consent as a condition to receiving Mattamy's products or services. Notwithstanding any current or prior election to opt in or opt out of receiving telemarketing calls using prerecorded messages or artificial voice, and calls and messages delivered using automatic telephone dialing systems (auto?dialer)or an automatic texting system, or SMS messages (including text messages) from Mattamy, Mattamy's affiliated companies (including but not limited to, Mattamy Homes Title Agency, LLC and Mattamy Home Funding, LLC), marketing partners, their agents, representatives, or affiliates or anyone calling on their behalf (collectively, the "Permitted Contacts"), by signing the Contract, Buyer expressly consents to be contacted by the Permitted Contacts at any telephone number, or physical or email or electronic address Buyer provides or at which Buyer may be reached. Automated messages may be played when the telephone is answered, whether by Buyer or someone else. In the event that an agent or representative calls, he/she may also leave a message on Buyer's answering machine, voice mail, or send one via text message. Telephone numbers Buyer provides include those Buyer gives to Mattamy, those from which Buyer or others contact Mattamy with regard to Buyer's purchase with Mattamy, or which Mattamy obtains through other means. The Permitted Contacts may use such means of communication described in this section even if Buyer will incur costs to receive such phone messages, text messages, e?mailsor other communications. Again, Buyer is not required to provide consent to contact as a condition to receiving Mattamy's products or services. Buyer may revoke Buyer's consent or change the telephone number provided at any time by: following the instructions in the SMS message or email Buyer receives, or email to Mattamy at privacy@mattamycorp.com with the subject line "TCPA Opt-Out." Buyer agrees to promptly alert Mattamy whenever Buyer stops using a particular telephone number, which may be done by email to Mattamy at privacy@mattamycorp.com.

END OF DOCUMENT

American Land Title Association

ALTA Settlement Statement - Cash
Adopted 05-01-2015

PGP Title of Florida, Inc., dba PGP Title
ALTA Universal ID: 0005540
4901 Vineland Road
Suite 140
Orlando, FL 32811

File No./Escrow No. : FL-354126
Print Date & Time: August 28, 2025 8:13 am
Officer/Escrow Officer : Melodie Thibodeaux
Settlement Location : 4901 Vineland Road, Suite 140
Orlando, FL 32811

Property Address: 15874 Cape Coral Loop
Clermont, FL 34714

Builder Reference No.: 1045799327901
Lot: 279
Subdivision: Windsor Cay Phase 1

Buyer: MY RENTALS & MANAGEMENT LLC, a Florida limited liability company
Brasil
NA

Seller: Pulte Home Company, LLC, a Michigan limited liability company
4901 Vineland Road, Suite 500
Orlando, FL 32811

Borrower:
Seller:
Borrower:

Loan Type:

Settlement Date: August 28, 2025
Disbursement Date: August 28, 2025

Seller		Description	Buyer	
Debit	**Credit**		**Debit**	**Credit**
		Financial		
	739,650.00	Sale Price of Property	739,650.00	
		Deposit		125,000.00
120,000.00		Seller Credit		120,000.00
125,000.00		Excess Deposit		
		Prorations/Adjustments		

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Seller		Description	Buyer	
Debit	Credit		Debit	Credit
		Prorations/Adjustments (continued)		
	196.84	CDD Assessment ${Amount}/YR 08/28/25 - 10/01/25	196.84	
517.10		County Taxes 01/01/25 - 08/28/25		517.10
		Title Charges and Escrow/Settlement Charges		
5.00		eRecording Fee to PGP Title fbo SimpliFile	5.00	
		Settlement/Closing Fee to PGP Title of Florida, Inc., dba PGP Title	750.00	
		Title Search Fee to PGP Title of Florida, Inc., dba PGP Title	200.00	
		Owner's Title Insurance to PGP Title of Florida, Inc., dba PGP Title Coverage: 739,650.00 Premium: 3,773.50	3,773.50	
		Restrictions, Encroachments, Minerals Endorsement - Owner's Policy: Improved Land to PGP Title of Florida, Inc., dba PGP Title	377.35	
		Commissions		
68,799.00		Selling Broker Commission to Authentic Real Estate Team Authentic Real Estate Team 68,799.00		
		Selling Broker Transaction Fee to Authentic Real Estate Team Authentic Real Estate Team 399.00	399.00	
		Government Recording and Transfer Charges		
		Recording Fees to PGP Title fbo County Clerk	18.50	
35.50		Record Notice of Termination to PGP Title fbo County Clerk		
		State tax/stamps to PGP Title fbo County Clerk	5,177.90	
		Miscellaneous		
		Current Dues - Prorated Monthly @ $409.00 08/28/25 thru 08/31/25 to Windsor Cay Homeowners Association, Inc.	52.77	
		Estoppel Fee to Castle Management Group	275.00	
		Initial Contribution to Windsor Cay Homeowners Association, Inc.	3,000.00	
		Next Month's Dues to Windsor Cay Homeowners Association, Inc.	409.00	
		Survey to American Surveying & Mapping $180.00 paid outside closing by Seller		

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Seller		Description	Buyer	
Debit	**Credit**		**Debit**	**Credit**
		Miscellaneous (continued)		
		Termite to Home Team Services $77.00 paid outside closing by Seller		
	180.00	REIMBURSE: Survey	180.00	
	77.00	REIMBURSE: Termite Fee	77.00	

Seller			Buyer	
Debit	**Credit**		**Debit**	**Credit**
314,356.60	740,103.84	**Subtotals**	754,541.86	245,517.10
		Due from Buyer		509,024.76
425,747.24		**Due to Seller**		
740,103.84	740,103.84	**Totals**	754,541.86	754,541.86

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Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize PGP Title of Florida, Inc., dba PGP Title to cause the funds to be disbursed in accordance with this statement.

Buyer

MY RENTALS & MANAGEMENT LLC, a Florida limited liability company

BY:_____
My Negocios S.A; by Chairman of the board of Director, Yglesio Luciano Moyses Silva De Souza
Member

Seller

Pulte Home Company, LLC, a Michigan limited liability company

BY:_____
Gabriela Lugo
Closing Coordinator

_____
PGP Title of Florida, Inc., dba PGP Title
Settlement Agent

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Docusign Envelope ID: 5DCDFBA2-659E-4B6F-A7C0-55C6EA58B0A9

HPA No. PHD0195368

HOME PURCHASE AGREEMENT

This Home Purchase Agreement (this **"Agreement"**) dated 8/1/2025, is between Buyer and Seller.

1. BUYER AND SELLER.

1.1 Buyer. "Buyer" is the party, or collectively, the parties, listed below:

Name: Yglesio Luciano Moyses Silva De Souza
Current Address: Brasil, NA, NA NA
Telephone: (Primary) (000) 000-0000; (Secondary)
E-mail address: Yglesio@yahoo.com

1.2 Seller. **"Seller"** is Pulte Home Company, LLC. Seller's address is 4901 Vineland Road, Suite 500, Orlando, FL 32811.

2. PROPERTY. Seller agrees to sell and Buyer agrees to purchase a home (the **"Home"**) located on the lot described below (the **"Lot"**) in Windsor Cay Resort (the **"Community"**). Seller will construct the Home in substantial conformance with this Agreement and the Home Plan and Home Elevation identified below and the Home will contain the materials, fixtures and features described in the Features List for Home referenced in Section 15 below. The Home and Lot are collectively referred to as the **"Property"**.

Lot Mailing Address: 15874 Cape Coral Loop, Clermont, Lake, FL 34714	
Lot Description (Lot/Block/Section or Phase):	
Condominium Unit No.: <<Unit Number>>	**Community:** Windsor Cay Resort
Accounting Lot Number: 27901	**Accounting Community Name:** Windsor Cay 40'
Home Plan: Lakeshore	**Home Elevation:** Elevation CO3

3. PURCHASE PRICE AND DEPOSITS.

3.1 Total Purchase Price. Buyer agrees to pay Seller the Total Purchase Price for the Property, such amount being the Base Price of the Property as set forth on the attached Job Initiation Order or Change Order (the Job Initiation Order or Change Order, as applicable, as amended by any subsequent Change Order, the "**JIO**"), plus the price of all options, upgrades and premiums selected by Buyer on the JIO or any addenda. Buyer understands the current Total Purchase Price set forth on the JIO may change as provided in this Agreement and may be different than the final Total Purchase Price payable at Closing (as defined below).

3.2 Deposits. Buyer agrees to deliver the Deposits as required by this Agreement. "**Deposits**" mean the initial earnest money deposit and all other deposits and amounts paid in advance of Closing with regard to options, upgrades or premiums pursuant to this Agreement, the JIO or any addenda. Buyer's initial earnest money deposit is **$125,000.00** and is due upon Buyer's execution of this Agreement. Buyer understands Seller may require additional Deposits for certain options, upgrades and premiums. Except as expressly provided otherwise in this Agreement or by applicable law, all Deposits are nonrefundable when paid. The Deposits will be paid to Seller, may be used by Seller in its general operations, and may not be deposited into a separate bank account or escrow. If Buyer delivers the Deposits to Closing Agent (as defined in the Financing Addendum), Buyer authorizes Closing Agent to transfer the Deposits to Seller or Seller's account. In no event will Buyer be entitled to receive interest on the Deposits from Seller, whether deemed to accrue or actually accrued, except as provided in Section 10.2. All Deposits and other sums to be paid by Buyer **prior** to Closing must be paid in U.S. dollars through Seller's online payment portal using a debit card or by authorizing an ACH/direct debit payment (for sums due at Closing, see Section 8.4.b). If Buyer is entitled to a return of any Deposits, Buyer authorizes Seller to either return the Deposits to the account Buyer used to pay Deposits through Seller's online payment portal (if applicable) or deliver a check to Buyer. At Closing, the Deposits will be credited toward the Total Purchase Price.

4. PAYMENT OF PURCHASE PRICE; LENDER AND LOAN APPROVAL. In the attached Financing Addendum, Buyer elects whether to pay the Total Purchase Price in cash or by obtaining a mortgage loan. If Buyer elects to obtain a mortgage loan, then the Financing Addendum contains Buyer's selection of Buyer's lender from which Buyer will seek a loan and agreements regarding Buyer's obligation to apply for the loan and seek loan approval.

5. HOME OPTIONS, CONSTRUCTION MATERIALS AND THE LOT.

5.1 Buyer Option Selections. **Buyer must select all structural options on the date Buyer signs this Agreement.** Buyer must make a final selection of all non-structural options and upgrades within 30 Days after the date Buyer signs the Agreement. Buyer agrees to schedule and attend all necessary appointments to make Buyer's selections. Buyer's selections will be final and binding when made. If, after the above deadline for Buyer to make a final selection of options and upgrades, Buyer requests, and Seller approves (without any obligation to do so), an addition or change to any options or upgrades previously selected, Buyer will be charged a nonrefundable administrative fee of $250-$2500_ for each changed or added option or upgrade. The price for each option will be the price in effect at the time of Buyer's selection. Unless Seller designates otherwise, Deposits for options and upgrades, if required, will be due at the time of Buyer's selection. If Buyer has not made an option selection within the time required above, Seller may make such selection for Buyer, in which case Buyer will be bound by such selection. If Seller requests Buyer to re-select an option which has become unavailable or is no longer offered by Seller, Buyer will do so within 5 days after being notified by Seller and the Total Purchase Price may be adjusted accordingly.

a. **Flooring**. Seller advises Buyer that certain areas of the Home may not be well suited for certain types of flooring (for example, hardwood or carpet may not be well suited for areas of the Home with a higher likelihood of moisture). Seller may, in its sole discretion, refuse to install certain types of flooring in areas of the Home Seller deems unsuitable for such flooring. If, at the request of Buyer, Seller agrees to install flooring that Seller deems to be unsuitable, Seller will not be responsible for any resulting damage and Buyer will not receive warranty coverage under the Home Warranty (defined below) for such flooring.

b. **Seller's Right to Change or Limit Designs and Options**. Seller reserves the right to limit options and upgrades offered with respect to the Home. Buyer will be entitled to select options only from those options available with respect to the Home at the time of Buyer's selection. Some options offered in other homes in the Community or in other communities may not be available with respect to the Home. If

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Seller changes the design of other homes in the Community or changes the options offered or features included in other homes, Seller will have no obligation to make those changes to the Home or make them available to Buyer.

c. **Partially and Fully Completed Homes**. Buyer understands that current plans offered for newly built homes may have standard materials and features not included in a completed or partially completed home. If Buyer is purchasing a partially completed home, the Home will include only those materials and features that were standard for the Home when construction commenced, those options already selected by Seller, and those options which Buyer selects (to the extent Seller permits additional option selections). If Buyer is purchasing a partially completed home, the above time deadline for option selections is not applicable to Buyer. Instead, Buyer must make any available option selections within 7 days after the date Buyer signs this Agreement. Buyer understands Buyer's ability to select options for a partially completed home will depend upon the level of completion of the home at the time Buyer signs this Agreement and Buyer may be entitled to select only limited options or no options. If Buyer is purchasing a completed home, Buyer agrees it is purchasing the Home as presently constructed.

5.2 Community Specific Models. The design, specification levels, available options and pricing of homes and options may vary by community, even for the same or similar models. If Buyer has seen a model of the Home in another of Seller's communities, Buyer understands there may be significant differences in design, specification levels, options and pricing between such model and a similar model in the Community.

5.3 Models and Decorative Items. Buyer understands model homes have been professionally decorated to show various decorative ideas, constructed using a variety of features and materials to show design concepts, and professionally landscaped, and that such decorative items, features, materials and landscaping may not be offered as options or otherwise included in the Home. Such decorative items, features, materials and landscaping which may not be offered in the Home include without limitation, furnishings; draperies and other window treatments; wallpaper; custom carpet; upgraded cabinetry; coordinated paint; special textures; built-in shelves; beams; special lighting fixtures; special ceiling and wall treatments; mirrors; entry ways, walkways, driveways and other hardscape items constructed using non-standard materials; patios; patio covers; pools and spas; and landscaping using different varieties and in greater quantities and sizes. Decorative items, materials, landscaping and hardscape items and other options and upgrades displayed by model homes will not be included as part of the Property except to the extent expressly identified as being part of the Home in Seller's plans and specifications for the Home or offered by Seller as an option for the Home and selected as an option by Buyer in accordance with this Agreement.

5.4 Material Substitutions, Variations and Marketing Materials. Due to governmental requirements, unavailability of materials, changes in options or other product offerings or changes in suppliers, Seller reserves the right to make changes to the Home and/or deviate from the features, plans or specifications as Seller determines necessary by lot and home, so long as Seller substitutes materials of equivalent quality and appearance. Determination of equivalency will be in Seller's sole discretion. Buyer acknowledges that color and texture variations occur in all natural and some man-made products due to manufacturing processes (e.g., granite, wood, tile and concrete) and that such variations are to be expected, and, provided such variations are within industry tolerances, they will not be considered a defect and Seller will have no liability or responsibility for such variations. Buyer agrees images that may be in advertising or marketing materials are for marketing purposes only and may not reflect exact home design, specific components or materials used in home construction, specific manufacturer or models of components, or exact colors or textures of materials, all of which may vary or change in the course of actual construction as described above.

5.5 Lot Premiums. Premiums for lots vary and are determined by the particular attributes of each lot as evaluated from time-to-time by Seller in its sole discretion. Buyer understands the characteristics that make the Lot unique may change over time, and the Lot may become more or less desirable as a result of such changes. Seller makes no representation or guarantee of the current or future value of Buyer's Lot. Further development of the Community or surrounding property, whether made by Seller, the developer or any other owner, may affect the Lot's value and Buyer's use and enjoyment of the Lot. Buyer releases Seller from and agrees Seller will not be responsible or liable for any such changes or obligated to return any Lot premium.

5.6 Plan and Garage Orientation; Lot Utilities and Easements. Buyer understands the Home and garage orientation (i.e., left or right) may be built opposite of the floor plan or garage orientation shown in a brochure, on a website, or by a model due to various factors, including lot shape and the location of utilities. Seller reserves the right, in Seller's sole discretion, to determine the location, configuration and orientation of the Home and the garage on the Lot. Seller will determine air conditioner locations, which may be different than the plot plans and marketing materials. Seller and/or utility companies may locate or relocate utilities and other neighborhood structures and improvements on the Lot, including utility lines, boxes, pedestals, and vaults; electric transformers; fire hydrants; cluster mailboxes, if applicable; light poles; and storm drainage pipes, which items may not be shown on any plans for the Property. Buyer accepts that the Lot may have some or all of these items. Prior to Closing, Seller reserves the right to grant utility, drainage and similar easements in or over the Lot customarily granted in the development of residential real estate projects.

6. COMMUNITY SALES AND DEVELOPMENT.

6.1 Seller's Right to Manage its Business and Respond to Market Conditions. Before or after Closing, with no obligation to Buyer, Seller may change prices, premiums, terms, features, options and concessions for any proposed or existing homes in the Community or any other community. Seller may change floor plans, sizes, elevations, options, designs and other characteristics of homes built in the Community. Seller may rent or lease homes in the Community. Buyer accepts that Seller may have sold or may hereafter sell lots or homes in the Community to other builders, to investors or to persons or companies which may use them for rental purposes. Seller has neither offered nor agreed to any price protection or other commitment to Buyer regarding the value or resale value of the Property (or any other property), and Seller will not have any obligation or liability whatsoever to Buyer if any price or home changes or changes in Seller's business directly or indirectly affect the value of the Property.

6.2 Development. Seller reserves the right to change the zoning or planned use of other property in the Community or surrounding property. Development plans for the Community may be amended or changed from time-to-time to provide for, among other things, changes in land use, improvements, street patterns, setbacks, the type, number, style and prices of homes, lot sizes and configurations, densities, and amenities. Seller or its affiliates may annex into the Community additional lands not currently described in the Community Documents (defined below) or withdraw from the Community property currently described in the Community Documents. This annexation or withdrawal may or may not require the consent of certain owners of lots in the Community. The plans for the Community and any master development which encompasses the Community may be periodically updated and remain subject to change. Buyer understands that no statement of any representative of Seller regarding the planned use of property in or adjacent to the Community should be understood by Buyer or anyone as a warranty or promise regarding any future development plans for such property, and no such statement will limit or affect Seller's right to change zoning, land use or its development plans in the future. Buyer waives all claims, including claims for damages and costs, against Seller, its partners and other affiliates, and all of their respective officers, directors, shareholders, employees and agents as a result of any changes to the zoning, land use or development plans for the Community or for adjacent properties or for the annexation into or withdrawal of land from the Community.

6.3 Surrounding Land Uses, Community Services, and School and Taxing Districts. Any statement made or information provided by a representative of Seller concerning the present or future zoning, use or condition of land near the Lot or around the Community, concerning fire, ambulance, law enforcement, waste management, mail delivery or other services that may be available to the Community, or concerning

schools, school boundaries, or taxing districts (or the current or future taxes or assessments or other costs associated with owning the Property) is based only on the limited information known to such person at the time of such statement or action. Mail service, the location of mailboxes (whether individually located in front of each home or clustered in groups) and the assignment of mailboxes are determined by the U.S. Postal Service. Buyer understands that such items may change and may affect the Lot, the Community or residents of the Community. Buyer confirms that prior to executing this Agreement, Buyer has reviewed such items with the applicable operators or owners of such land, the applicable governmental authorities or the applicable service providers or Buyer has elected, on Buyer's own accord and determination, to forgo such review. Buyer has not relied, and agrees not to rely, on any statement made or information provided by any representative of Seller concerning any of the matters described above and Buyer releases Seller from all claims related to any of such matters.

6.4 City and Other Boundaries; Potential Annexation. If the Property is located outside the limits of a municipality, the Property may now or later be included in or annexed into the extraterritorial jurisdiction or city limits of a municipality. Each municipality or other governmental authority maintains a map that depicts its boundaries and areas of extraterritorial jurisdiction. Notwithstanding any statement made, or map or other information provided, by Seller or its representatives, Seller makes no representation or warranty to Buyer regarding the current or future boundaries of any municipality, county or other governmental authority. Buyer should contact all municipalities or other authorities located in the general proximity of the Property to determine if the Property is located within a municipality or other governmental entity's jurisdiction or is likely to be included or annexed into a municipality or other jurisdiction, and any costs as a consequence thereof.

6.5 Flooding and Flood Insurance. The U.S. Federal Emergency Management Agency (FEMA) publishes Flood Insurance Rate Maps designating special flood hazard areas or zones. FEMA flood maps, and flood maps and flooding related regulations issued by other governmental authorities, may change. Seller has no control over such flood maps, the designation of flood hazard areas or flooding related regulations, and Seller will have no liability or responsibility for any changes to same. Accordingly, Seller makes no representation or warranty whether a particular lot is or will be located inside or outside of a flood hazard area or impacted by new regulations. Whether the Property is located inside or outside of a flood hazard area is not a guarantee that it will or will not flood. Flooding can occur on any property, particularly property in flat or low-lying areas and in areas subject to hurricanes and torrential rain events. Seller recommends that Buyer consider obtaining flood insurance even if the Property may not be located in a special flood hazard area and even if flood insurance is not required by Buyer's lender. Buyer accepts the obligations and consequences of owning real property, including without limitation Buyer's responsibility to obtain flood insurance if Buyer desires financial protection from potential flooding. Buyer agrees that neither Seller nor any of its representatives have made, and Seller is not making, any representation or warranty regarding the present or future location of flood hazard or zone designations, regarding whether the Property or Community may flood, or regarding the need for or availability of flood insurance. Buyer releases Seller, its affiliates and their employees from all claims, causes of action, damages, injuries and other liability arising out of or related to the flooding of the Property or the Community as a result of a major rain or storm event.

6.6 Water and Mineral Rights. Buyer understands water rights and interests in oil, gas and other minerals in, on or under the Lot and other portions of the Community (collectively, "Mineral Rights") may have been previously reserved or conveyed to other persons, and the owners or lessees of such Mineral Rights may have various rights. However, such rights may be limited or restricted by municipal or other applicable laws, or certain rights of entry may have been released. Buyer agrees neither Seller nor any of its representatives has made any representation or warranty regarding Mineral Rights, whether any person can or may exercise any Mineral Rights, or the effect any water, oil, gas or mineral exploration or production may have on the Community or the Property. Buyer releases Seller, its affiliates and their employees from all claims, causes of action, damages, injuries and other liability arising out of or related to the Mineral Rights or any exercise thereof.

7. HOME CONSTRUCTION.

7.1 Build Quality Pre-Closing Orientation. When the Home is substantially complete, Buyer will have the opportunity to attend a **"Build Quality Pre-Closing Orientation"**, which is a pre-closing meeting and walk-through of the Home. Seller will schedule the Build Quality Pre-Closing Orientation approximately two (2) to three (3) business days prior to Closing. Seller will make a reasonable effort to accommodate Buyer's schedule for such meeting, but Closing will not be delayed if Buyer is unable to participate. During the Build Quality Pre-Closing Orientation, Seller will orient Buyer with the operation of the Home and identify any construction items which remain to be completed. Seller's goal is to complete all remaining construction items before Closing, but that may or may not occur. The existence of remaining construction items at the time of Closing will not entitle Buyer to cancel this Agreement, delay Closing, withhold funds, or require an escrow of funds at Closing. After Closing, Seller will complete any remaining construction items as soon as reasonably practical, considering weather and other factors. Buyer will provide Seller with access to the Home during Seller's normal working hours after Closing to allow Seller to complete the remaining construction items. Buyer's failure to provide Seller with access or Buyer's refusal to allow Seller to complete any remaining construction items according to the method selected by Seller will relieve Seller from any further obligation to complete such remaining construction items and from any obligation therefor under the Home Warranty.

7.2 Construction Plans; Variances. At Closing, Seller will deliver the Home in substantial conformance with this Agreement, the Home Plan and Home Elevation identified in Section 2 above and the Home will contain the materials, fixtures and features described in the Features List for the Home. Notwithstanding anything to the contrary in this Agreement, Buyer understands variances from those plans may occur during construction for various reasons, including aesthetic reasons, to address field conditions, and to comply with building codes or other governmental requirements. Dimensions and area (square footage) measurements shown in advertisements, sales brochures and other marketing materials are approximations for illustrative purposes only. Accordingly, actual "as-built" dimensions and area (square footage) measurements may vary from those materials and the construction plans. Seller's detailed construction plans and specifications for the Home are proprietary and confidential and will remain Seller's property. Buyer is acquiring no rights in Seller's construction plans and specifications and Seller will be under no obligation to deliver them to, or review them with, Buyer.

7.3 Construction; Timing/Completion of the Home. This Agreement is a contract for the construction of a new home. Buyer agrees Buyer will be purchasing the Property at Closing as a completed home. Buyer will acquire no right, title or interest in or to the Property except the right and obligation to purchase the Property upon the Closing Date in accordance with the terms of this Agreement. Construction of the Home will begin and progress according to Seller's construction schedule, as determined by Seller. Buyer agrees Seller is not Buyer's contractor, the direction and supervision of trade contractors rests exclusively with Seller, and Buyer will not issue any instruction to, or otherwise interfere with, hinder, delay, or otherwise impede the construction or construction schedule of the Home. Buyer understands its failure to timely perform its obligations may delay the commencement or completion of the construction of the Home. Seller will use reasonable efforts to keep Buyer informed of its construction schedule but cannot guarantee any specific completion date or construction schedule except as set forth in this Agreement. Seller is not responsible for inconvenience, loss, expense or other consequences to Buyer resulting from delays in construction completion provided that the Home is completed within the time period set forth in this Section. Seller is not responsible for delays in the installation or service delays of telephone, cable television, mail or similar services at, or after Closing provided that all necessary and customary utilities are extended to the Home within the time period set forth in this Section.

Buyer and Seller intend for this sale to be exempt from the Interstate Land Sales Full Disclosure Act by qualifying for the exemption provided by 15 U.S.C. Section 1702(a)(2), and nothing herein contained will be construed or operate, as to any obligation of Seller or right of Buyer, in a manner that would render such exemption inapplicable. Accordingly, Buyer and Seller authorize any court interpreting this Agreement to construe it liberally so that such exemption is available. Notwithstanding anything in this Agreement to the contrary, Seller will be obligated to complete

the Home no later than two years after the date Buyer signs this Agreement, except for delays caused by acts of God or other matters that qualify under impossibility of performance principles recognized under the laws of the state in which the Property is located, in which case the completion date will be extended by an amount of time equivalent to such delays.

7.4 Fencing. Seller is not required to install fencing on the Lot unless Seller has agreed to install fencing in this Agreement. If fencing is included, Seller has the sole right to determine the location and extent of the fencing on the Lot. While Seller generally places fencing approximately on the property line, Seller and other builders sometimes place fencing in a different location because of governmental set back requirements, utility or other easements, existing trees, retaining walls or other reasons. If applicable, Buyer understands that maps, condominium plans, plot plans and site plans may not necessarily represent the actual location where fencing has been or will be located on the Lot. Unless Seller has expressly designated a specific fencing location as part of this Agreement, fencing will be in the "as built" location, even if such location is different from the location shown on any maps, plot plans, site plans or permits. Buyer will be responsible for coordinating the maintenance of any fencing that is used as a common boundary fence with the owner of the adjoining lot.

7.5 No Buyer Alterations or Additions. Buyer will not make any alterations or additions to the Home or Lot prior to Closing, including, but not limited to, the alteration or addition of any equipment, wiring, appliances, wall coverings, sprinkler systems or paint. If Buyer violates this provision, Buyer will be in default under this Agreement and liable and responsible for all damages caused by and consequences of such alterations or additions, including time delays incurred by Seller in removing or correcting the alterations or additions. At Buyer's expense, Seller may remove or correct any such alterations or additions made by Buyer or Buyer's agents and destroy or dispose thereof without liability or compensation to Buyer.

7.6 Insulation. Where construction allows, insulation will be installed in the Home as follows:

Exterior Walls (except garage and other non-air conditioned areas):		
Type: Reflective Insulation with Vaporshield	Thickness: 1/2 inch	R-value: 4.1

Ceiling (except over garage and other non-air conditioned areas):		
Type: 00	Thickness: 00	R-value: 30

Notwithstanding the foregoing, insulation may be of lesser thickness and R-value than indicated in certain areas where the design of the Home does not permit greater thickness. Examples of locations where thickness and R-value may vary include locations where studs are placed in walls, corners, windows, where roof trusses attach to outside walls, and in upper level ceilings above heated areas. R-values are based on the specifications of the manufacturer and/or installer of the insulation and Seller does not warrant or represent the accuracy of the manufacturer's or installer's calculation of these R-values. Seller has the right to make substitutions as to the type, thickness and R-value of insulation installed in the Home as long as there are no substantial changes in the R-value of the insulation installed in a substantial portion of the Home**.** Minimum heat pump or air conditioner seasonal energy efficiency rating will be 14.

7.7 Energy Efficiency/Energy Costs. Seller makes no representation or warranty regarding the energy efficiency or energy costs of the Home, Consumer Products, or any component of the Home regardless of any (i) brochures, pamphlets, advertising, or other documents that may have been reviewed by Buyer, or (ii) discussions Buyer may have had with Seller or its employees, agents, or vendors. Buyer acknowledges the energy efficiency of the Home and associated energy costs will vary over time depending on many factors, including, but not limited to, usage, rates, fees and charges of local utility providers, home maintenance practices, household size, lighting and internal climate control systems, and weather conditions.

7.8 Environmental Notice/Disclosure. **THE HOME AND ITS OCCUPANTS MAY BE EXPOSED TO VARIOUS ENVIRONMENTAL CONDITIONS IN OR NEAR THE HOME (INCLUDING, BUT NOT LIMITED TO, ELECTROMAGNETIC FIELDS FROM POWER LINES AND APPLIANCES, MOLD AND THE POSSIBILITY OF AIR, WATER, SOIL OR OTHER POLLUTION). FOR EXAMPLE, THE HOME IS CONSTRUCTED USING HUNDREDS OF NATURAL AND MAN-MADE MATERIALS WHICH COULD EXPOSE OCCUPANTS TO HARMFUL CHEMICALS, GASES AND ALLERGENS WHICH MAY AFFECT THEIR HEALTH. HARMFUL EMISSIONS (INCLUDING FORMALDEHYDE, PER- AND POLYFLUOROALKYL SUBSTANCES AND OTHER CHEMICALS) MAY BE PRODUCED FROM CARPETING, FLOORING, PRESSED WOOD PRODUCTS, INSULATION, PLASTICS, VARNISHES, GLUES AND OTHER BUILDING MATERIALS. ALSO, RADON IS A NATURALLY OCCURRING GAS WHICH EMANATES FROM CERTAIN SOILS THAT, WHEN IT ACCUMULATES IN HOMES, MAY PRESENT HEALTH RISKS. ONE OR MORE OF THESE ENVIRONMENTAL CONDITIONS MAY EXIST WITHIN OR AROUND THE HOME OR COMMUNITY. SELLER DOES NOT CLAIM ANY EXPERTISE CONCERNING SUCH CONDITIONS. SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, ABOUT ANY SUCH CONDITIONS, AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY TYPE OF DAMAGE OR INJURY SUCH CONDITIONS MAY CAUSE TO THE HOME OR ITS OCCUPANTS. BUYER ASSUMES THE RISK OF THE PRESENCE OF THE ABOVE CONDITIONS WITHIN OR AROUND THE HOME OR COMMUNITY AND RELEASES SELLER, ITS AFFILIATES AND THEIR EMPLOYEES FROM ALL CLAIMS, CAUSES OF ACTION, DAMAGES, INJURIES AND OTHER LIABILITY ARISING OUT OF OR RELATED TO ANY OF THE ABOVE CONDITIONS. FOR ADDITIONAL INFORMATION, SELLER RECOMMENDS THAT BUYER CONTACT ITS LOCAL, STATE OR FEDERAL ENVIRONMENTAL AGENCIES OR OTHER AVAILABLE SOURCES. BUYER WILL BE RESPONSIBLE, AT BUYER'S COST, TO ASCERTAIN WHETHER ANY OF THE ABOVE CONDITIONS MAY AFFECT THE HOME OR ITS OCCUPANTS AND, IF NECESSARY, TO TAKE APPROPRIATE REMEDIAL OR PROTECTIVE MEASURES.**

7.9 Termites. Buyer is advised and acknowledges that during construction, Seller may utilize a termite treatment or barrier or combination of methods in an attempt to prevent termite infestation in the Home. Buyer is advised that current governmental regulations limit the types and concentration of chemicals and the methods of application that can be used in attempting to prevent or eradicate termites. Consequently, termites may appear following completion of the Home. Buyer is advised that disturbance of the soil around the Home's foundation stem wall can destroy the termite treatment barrier. Seller recommends that Buyer retain the services of a qualified pest control company to regularly (at least annually) inspect the Home and apply the appropriate termite treatments or measures to prevent termite infestation. Except and to the extent limited or prohibited by applicable law or FHA/VA regulations, Buyer waives all claims against Seller for damages, losses, costs and expenses in connection with the existence of termites at the Home or on the Property and Buyer agrees to be solely responsible for preventing or exterminating termites in or around the Home in such manner as Buyer may determine.

7.10 Landscaping/Drainage. Prior to Closing, the Lot will have been graded for proper water drainage in accordance with grading and drainage plans for the Community. Unless otherwise set forth in this Agreement, the Lot will not be landscaped in any way. If Seller offers optional landscaping packages, Buyer should carefully review and understand the terms of each landscaping package. If Buyer elects to install Buyer's own landscaping (if that option is available), Buyer, after Closing, will install such landscaping within any required time period set forth in the

Community Documents. At Closing, Seller will have no further responsibility for soil erosion, soil conditions, drainage or landscaping installed by Seller and Buyer will be solely responsible for all such matters (unless and to the extent of any landscaping warranty to be provided by Seller as described in this Agreement). Seller will not be liable or responsible for damages or other effects caused or contributed to by any change to the grading or drainage of the Lot made by Buyer or Buyer's contractor or landscaper. Unless set forth in this Agreement, Seller is providing no warranty with respect to landscaping and will have no liability for landscaping that dies or is damaged following Closing.

7.11 Construction Noise and Activities; Entry Gates. The Lot is part of a larger community in which other homebuilding and development activities are being or may be conducted. Those activities will cause noise, vibration, dust, mud, construction traffic and other potential inconveniences and nuisances in areas around the Lot. Seller will exercise reasonable control over those activities conducted by Seller, but Buyer agrees Seller will have no liability or responsibility to Buyer as a result of any of those activities or any resulting inconveniences or nuisances. If there are entry gates to the Community, such gates may be open during development of the Community and there are no assurances regarding security or the effectiveness of such gates or that pedestrian or other access will be controlled.

7.12 Visits to the Construction Site and Assumption of Liability and Risk. Buyer understands that a construction site can be a dangerous place. Buyer and its visitors will not visit the Lot or any other construction site in the Community without permission and without a representative of Seller. Hard hats and closed toe shoes are required while visiting areas under construction. **Any entry to the Lot or any construction site is at Buyer's sole risk and Buyer waives the right to make claims against Seller for any personal injury or property damage that Buyer, Buyer's guests and/or minor children may incur. Buyer agrees to indemnify and hold Seller harmless from and against any and all personal injuries, property damage, or any other claim or injury incurred by Buyer, or Buyer's visitors on the Property, or on any construction site at the Community at any and all times before and after Closing.**

7.13 Loss of Property. Seller will bear the risk of loss or damage to the Property (e.g., by fire or other casualty) until the earlier of the Closing Date or the time Buyer takes possession of the Property. If the Property is damaged prior to the earlier of the Closing Date or the time Buyer takes possession of the Property, Seller will repair the damage as Seller reasonably determines necessary. If Seller determines the Home has been totally destroyed, Seller will give Buyer written notice of such total destruction. Upon receipt of such notice, Buyer will have 10 days to provide Seller written notice of its election to either (i) terminate this Agreement and receive a refund of all Deposits paid, or (ii) have Seller restore the Property. If Buyer elects to have Seller restore the Property, the time for Seller to complete the Home will be extended, if permitted, in accordance with Section 7.3. If Buyer fails to timely deliver written notice to Seller of Buyer's election, Buyer will be deemed to have elected to terminate this Agreement and receive a refund of all Deposits paid. After the earlier of the Closing Date and the time Buyer takes possession of the Property, Buyer assumes and will bear all risk of loss or damage to the Property.

8. CLOSING.

8.1 Closing Agent. In the attached Financing Addendum, Buyer has selected the Closing Agent to provide title and settlement/closing services for the closing of the purchase and sale transaction contemplated by this Agreement (the **"Closing"**).

8.2 Closing Time and Place. The Closing will occur through an escrow established with Closing Agent and will be held at the offices of Closing Agent unless otherwise provided in this Agreement or otherwise designated by Seller. The Closing will be held at the time and on the date (the **"Closing Date"**) designated by Seller by providing at least seven (7) days days prior written, electronic or oral notice to Buyer. The Closing will be held when the Home is substantially complete (*i.e.*, the Closing will be held even if some construction items remain to be completed) and, if applicable to the Home, a temporary or final certificate of occupancy or its local equivalent has been issued by the applicable governmental authority.

8.3 Seller Right to Extend Closing Date. Subject to Section 7.3, Seller will have the right to extend the Closing Date in order to substantially complete the construction of the Home, to complete any other construction item(s), to obtain a certificate of occupancy or similar permit, or as necessary to align with the schedules of other closings being handled by Seller or Closing Agent. Buyer understands any Closing Date provided to Buyer or set by Seller prior to the date the Home is substantially complete is only an estimated date and, due to uncertainties inherent in construction, is subject to change by Seller. Because the Closing Date may change, Buyer agrees to remain flexible regarding the Closing Date, including, without limitation, Buyer's moving schedule, notifications to landlords, the closing of any existing home, and interest rate changes and locks. Seller will have no liability to Buyer due to a delay or extension of the Closing Date regardless of the reason. Buyer agrees Seller will not be required to reimburse Buyer for any expenses (including temporary housing costs, rentals, interest rate changes or lock fees, storage, moving and travel expenses) related to any changes in the timing of construction of the Home and/or the Closing Date.

8.4 Closing Procedures. At Closing:

a. Seller will execute and deliver to Buyer a Special Warranty deed, subject to (i) taxes and assessments not yet due; (ii) the Community Documents and other restrictive covenants common to the Community; (iii) all matters affecting the Property shown on the recorded plat for the Community; (iv) water, oil, gas and mineral rights previously reserved or conveyed; (v) all easements, covenants, restrictions, encumbrances and other matters of record affecting the Property; (vi) all matters and conditions shown on the survey or that would be revealed by an accurate survey or inspection of the Property; and (vii) applicable building and zoning codes and other laws of governmental authorities. The deed will be prepared by Seller or its designee and will be deemed acceptable to each party if it meets the requirements stated herein and complies with applicable law.

b. Buyer will deliver the Total Purchase Price and all other sums payable by Buyer pursuant to this Agreement. All sums due from Buyer at Closing must be paid by wire transfer or other immediately available funds acceptable to Seller and Closing Agent.

c. Seller and Buyer will each execute and deliver any notices, statements, certificates, affidavits and other documents as may be required by this Agreement or applicable law to consummate the Closing.

After Buyer and Seller have complied with their respective Closing obligations, Closing Agent will record all documents to be recorded in the real property records and disburse all funds according to the approved settlement statement or Closing Disclosure, as applicable. All funds to be disbursed to Seller shall be disbursed by wire transfer or other immediately available funds acceptable to Seller. Buyer and Seller authorize Closing Agent to execute and submit on their behalf any required affidavit of value and preliminary change of ownership report using the Total Purchase Price for the established value**.** Following the Closing, Closing Agent (or a separate title agent, if applicable) will issue or cause the issuance of an owner's policy of title insurance for the Property to Buyer, if purchased by Buyer.

8.5 Possession and Keys. Buyer will not have any equitable right in the Property or be entitled to possession of the Property until the complete consummation of the Closing and funding of the Total Purchase Price and all other costs payable pursuant to this Agreement. Except as otherwise required by law, keys to the Property will not be released and access will not be provided until all funds due from Buyer (including all loan proceeds from Buyer's lender) have been delivered to the Closing Agent and all conditions to closing and funding have been satisfied. Buyer understands loan funding may take several days after Buyer has executed loan documents.

8.6 Closing Costs. Buyer is responsible for paying, at or before Closing, (i) all costs related to the owner's policy of title insurance; (ii) the cost of a survey of the Property (or reimbursing Seller for that cost if Seller has already paid for the survey); (iii) all escrow fees and other charges of Closing Agent related to this transaction; (iv) all costs related to Buyer's mortgage loan or other financing, including but not limited to, application and origination fees, points, interest rate buy down costs, interest rate lock charges, prepaid interest, survey fees, credit report charges, lender

title insurance policy charges, homeowner's and flood insurance premiums, mortgage insurance premiums, appraisal fees, tax certificate and tax service charges, flood certificate charges, underwriting and loan processing charges, document preparation charges, and impounds for taxes, assessments and insurance; (v) all recording fees and stamp, excise, documentary or other transfer fees or taxes; (vi) homeowner's association fees, (vii) Buyer's portion of the Closing prorations described in Section 8.7 below, and (viii) any other items described on the settlement statement or Closing Disclosure, as applicable, other than costs Seller has expressly agreed herein to pay (collectively, "**Closing Costs**").

8.7 Closing Prorations. All real estate taxes and assessments, dues and assessments under the Community Documents, utility charges, and other charges against the Property for the year of Closing will be prorated as of the Closing Date. The proration of real estate taxes and assessments will be based on the most recent tax bill issued prior to Closing. All prorations will be final and not subject to adjustment after Closing.

8.8 Closing Delay; Failure to Close. Buyer agrees the timely performance of its obligations to close on the scheduled Closing Date is an essential term of this Agreement. If Buyer fails to perform any of Buyer's obligations on or before the Closing Date, Buyer will be in default under this Agreement. Seller will be under no obligation to agree to delay the Closing Date. If Buyer asks to delay the Closing Date for any reason (including due to delays caused by Buyer's lender), and Seller agrees to same, then Buyer agrees to pay Seller an extension fee equal to $250 times the number of days from the scheduled Closing Date until the extended Closing Date. Unless Seller agrees otherwise, the extension fee will be due upon Seller's agreement to extend the Closing Date and will not be credited toward the Total Purchase Price.

8.9 Agreement Not Contingent on Sale or Rental of Other Property. Unless expressly set forth otherwise in this Agreement or an addendum to this Agreement, this Agreement is not contingent upon the sale, closing or rental of Buyer's existing home or other property. If Buyer elects to apply for mortgage financing contingent on the sale or rental of Buyer's existing home or other property, Buyer does so at Buyer's own risk.

8.10 Water and Mineral Rights. Buyer understands water rights and interests in oil, gas and other minerals in, on or under the Lot may have been previously reserved or conveyed to other persons, including without limitation to Seller or companies affiliated with Seller. Seller has not made any representation or warranty to Buyer that the Property includes any water rights or interests in oil, gas or other minerals. If the ownership or prior reservation or conveyance of water or mineral rights is important to Buyer, Buyer is advised to research same further prior to entering into this Agreement.

8.11 Seller Paid Closing Costs. Unless otherwise instructed by Buyer and Seller in writing, to the extent this Agreement provides Seller will pay any Closing Costs or provide Buyer with an incentive or other funds Buyer may use to pay Closing Costs, Seller's funds will be applied to charges in the following order to the extent such funds are available:

a. items Seller is legally required to pay pursuant to state or federal law;
b. items Seller specifically has agreed to pay in this Agreement;
c. "points and fees" as that term is defined in Title 12, section 1026.32(b)(1)(i) of the Code of Federal Regulations;
d. "finance charges" as that term is defined in Title 12, section 1026.4 of the Code of Federal Regulations;
e. items commonly and customarily paid by a seller in the local market; and
f. other charges appearing on the settlement statement or Closing Disclosure, as applicable.

Nothing in this subsection creates an obligation by Seller to pay any Closing Costs.

9. WARRANTY.

9.1 Home Warranty. Seller warrants the Home against defects in workmanship and materials in accordance with Seller's New Home Limited Warranty and Performance Standards (collectively, the **"Home Warranty"**). Buyer acknowledges reviewing or having the opportunity to review the Home Warranty prior to executing this Agreement. Buyer agrees to the terms and conditions of the Home Warranty, all of which are incorporated herein by reference.

9.2 Disclaimer of Warranties for Consumer Products, Elevators, Solar System and Smart Home Components. Prior to Buyer's execution of this Agreement, a copy of the warranties for Consumer Products (defined below) in the Home and, if installed in the Home, any elevator, Solar System (as defined below) and Smart Home Components (as defined below), were made available to Buyer for Buyer's review. At or after Closing, Seller will deliver to Buyer the actual warranties for the Consumer Products in the Home and, if applicable, any elevator, Solar System, and Smart Home Components, to the extent such warranties exist. The term **"Consumer Products"** means all appliances, pieces of equipment, or other items installed in the Home that are consumer products for purposes of the Magnuson-Moss Warranty Act (15 U.S.C. Section 2301, et. seq.). See the Home Warranty for examples of Consumer Products. The term **"Solar System"** means all components of the solar energy system, including, without limitation, the solar panels, electrical inverter, wiring, mounting hardware and other related equipment. The term "**Smart Home Components**" means all hardware, software and other components of any computer network, data network or telecommunications network within the Home, whether wired or wireless, including, without limitation, modems, routers, access points and extenders, and any home automation devices, smart devices, remote controls, connected devices or other components connected to any such network (which may include, by way of example, but not limitation, smart thermostats or other climate control devices, lighting controls, garage door controllers, door locks, security system interfaces or controllers, speakers, smart speakers, voice controls and intelligent personal assistants). **Buyer understands Consumer Products, elevators, Solar Systems and Smart Home Components are excluded from coverage under the Home Warranty.** To the extent Seller has been issued a warranty from any manufacturer or installer of Consumer Products and any elevator, Solar System, or Smart Home Components installed in the Home, Seller assigns to Buyer, to the extent assignable and without recourse to Seller, Seller's rights in such warranties, if any. The assignment will be effective as of the Closing Date. Any rights that inure to a homeowner under a manufacturer's or installer's warranty are the obligation of the manufacturer or installer, as applicable. Seller does not assume any obligation of the manufacturer or installer resulting from a manufacturer's or installer's warranty. **Seller disclaims all representations and warranties of any kind, express or implied, relating to Consumer Products and any elevator, Solar System and Smart Home Components, including, without limitation, any representation or warranty regarding use, fitness of use, workmanship or quality.** Seller will not be liable for any damage to a Consumer Product or any elevator, Solar System or Smart Home Components or for any damage caused by a Consumer Product or any elevator, Solar System (including roof penetrations) or Smart Home Components. However, to the extent provided in the Home Warranty, Seller will be responsible for damage to the Consumer Product, elevator, Solar System or Smart Home Components caused by Seller's improper installation of such Consumer Product, elevator, Solar System or Smart Home Components or other act by Seller only if Seller's installation or other act caused such damage. Seller's disclaimer of representations and warranties does not limit or otherwise affect the warranty of any manufacturer or installer. If a Consumer Product, elevator, Solar System or Smart Home Component malfunctions or is otherwise defective, Buyer agrees to follow the procedures in the applicable manufacturer's or installer's warranty documents.

9.3 NO OTHER WARRANTIES. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE HOME WARRANTY AND ANY LANDSCAPE WARRANTY EXPRESSLY PROVIDED BY THIS AGREEMENT, IF APPLICABLE, ALL WARRANTIES REGARDING THE PROPERTY, INCLUDING BUT NOT LIMITED TO STATUTORY AND IMPLIED WARRANTIES (INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF HABITABILITY, MERCHANTABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS FOR A PARTICULAR PURPOSE), ARE HEREBY DISCLAIMED BY

SELLER AND WAIVED BY BUYER. THE HOME WARRANTY AND THE LANDSCAPE WARRANTY, IF APPLICABLE, ARE SUBSTITUTED IN PLACE OF ALL SUCH WARRANTIES. THIS MEANS THE HOME WARRANTY AND LANDSCAPE WARRANTY, IF APPLICABLE, ARE THE ONLY WARRANTIES THAT APPLY AND GOVERN BUYER'S AND SELLER'S RIGHTS AND OBLIGATIONS RELATED TO THE PROPERTY AND THERE ARE NO OTHER WARRANTIES, EXCEPT AS MAY BE REQUIRED BY APPLICABLE LAW. BUYER AGREES SELLER'S LIABILITY FOR ANY DEFECTIVE CONDITION WITH RESPECT TO THE PROPERTY, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY OR OTHERWISE, IS LIMITED SOLELY TO SELLER'S OBLIGATIONS AND BUYER'S REMEDIES EXPRESSLY PROVIDED IN THE HOME WARRANTY. BUYER IS NOT WAIVING ANY WARRANTY APPLICABLE TO MATERIALS IN THE HOME THAT MAY BE PROVIDED DIRECTLY BY A MANUFACTURER.

9.4 Smart Home Components. Network performance in the Home, both wired and wireless, will vary due to differences in home design and construction, placement of furnishings and appliances, placement of network components, network usage, network configuration, number of users, types of uses and other conditions in the Home. Buyer will be responsible for arranging and paying all costs for internet service to the Home and determining Buyer's speed and data requirements, which may vary. Seller does not guarantee that any Smart Home Component or other network equipment will meet Buyer's particular needs. Buyer is solely responsible for configuring all Smart Home Components and network settings, including without limitation, security settings and features, and for securing any additional security equipment or service that Buyer may choose to use to secure Buyer's network. **SELLER DOES NOT REPRESENT OR WARRANT THAT ANY SMART HOME COMPONENT OR NETWORK DEVICE IS SECURE OR CAN PREVENT PRIVACY INTRUSIONS, MALWARE OR CYBER-ATTACKS, EVEN WHEN CORRECTLY CONFIGURED. SELLER IS NOT PROVIDING ANY GUARANTY OR WARRANTY FOR, AND HEREBY DISCLAIMS ALL RESPONSIBILITY FOR, THE PERFORMANCE, COVERAGE, SECURITY, PRIVACY AND OTHER ASPECTS OF ANY SMART HOME COMPONENT OR NETWORK DEVICES WITHIN THE HOME. THE INSTALLATION AND CONFIGURATION OF SMART HOME COMPONENTS MAY BE PERFORMED BY THIRD PARTIES AND NOT SELLER. SELLER DOES NOT GUARANTEE OR WARRANT THE INSTALLATION OF SMART HOME COMPONENTS OR ANY EQUIPMENT OR SERVICES PROVIDED BY THIRD PARTIES.**

9.5 Buyer's Maintenance Responsibility. Buyer will be solely responsible to perform routine general maintenance and repairs on the Home. Buyer's failure to maintain and repair the Home may reduce or negate warranty coverage under the Home Warranty.

9.6 Subsequent Owners. The Home Warranty automatically transfers to the subsequent owner of the Home upon the transfer of title to the Home. However, the transfer of the Home Warranty does not extend any warranty coverage period. Buyer agrees to provide a copy of the Home Warranty to a subsequent owner of the Home who purchases the Home from Buyer.

9.7 Subrogation. Buyer understands the Home Warranty is not a liability or other type of insurance policy, including a homeowner's insurance policy, which typically provides coverage for certain property damages and casualty losses. If Buyer receives from an insurance company or any other party payment or repairs arising from a construction defect or otherwise relating to the Property, then to the fullest extent permitted by law, Buyer waives for itself and on behalf of anyone acquiring rights through Buyer, including, but not limited to, any insurance company or other party, all subrogation and other claims against Seller for such payments or repairs received by Buyer.

9.8 Harmless Deviations. Seller is obligated to deliver the Home constructed in substantial conformance with this Agreement and the Home Plan. However, the Home Warranty does not cover, Seller shall not be responsible or liable for, and Buyer waives and releases Seller from, any non-conformity with or deviation from plans, specifications, manufacturer's recommendations or building code requirements, unless it creates a covered defect under the Home Warranty that (a) results in actual physical damage to the Home or (b) presents an immediate threat to the health or safety of the occupants of the Home.

9.9 Heavy Furnishings and Equipment. Prior to moving or installing heavy furnishings, equipment or other items (which may include, without limitation, waterbeds, safes, exercise equipment, large fish tanks, pianos, pool tables and spas) into the Home, including any attic space, balcony or deck, Buyer should consult a structural engineer to confirm any heavy items will not damage, overload, or exceed the structural design of, the flooring system, stairs or other portions of the Home. Buyer should not overload any portion of the Home, including stairs, balconies and decks, by over occupancy (too many people). Seller will not be responsible for any damages, loss or injuries arising out of heavy items in, or over occupancy of, any part of the Home.

10. DEFAULT AND REMEDIES.

10.1 Buyer's Default. Buyer will be in default under this Agreement if Buyer (i) notifies Seller or any employee of Seller, orally, electronically or in writing, that Buyer will not complete the purchase of the Property or will not perform any other obligation of Buyer set forth in this Agreement; or (ii) breaches any covenant or agreement of Buyer or otherwise fails to perform any obligation of Buyer under this Agreement or any addendum hereto as and when due. In addition to any rights and remedies provided to Seller elsewhere in this Agreement, upon a default by Buyer under this Agreement, Seller may, at its sole discretion, terminate this Agreement by delivering written notice of termination to Buyer and thereupon:

a. Seller will have no further obligation to Buyer under this Agreement, Buyer will have no further right, title, or interest in or to the Property, and Seller will be entitled to sell the Property to another party; and

b. Seller will be entitled to receive all Deposits made by Buyer as liquidated damages to Seller as a result of Buyer's default.

The amount of liquidated damages is intended as a reasonable estimate of Seller's actual damages, and not as a penalty, resulting from Buyer's default due to the difficulty and uncertainty in estimating or ascertaining, as of the date Buyer signs this Agreement, the actual damages Seller may suffer from Buyer's default, which damages will include without limitation the cost of administering this Agreement and the cost to take the Property off the market while this Agreement remains in effect. In each instance where this Agreement permits Seller to receive Buyer's Deposits as liquidated damages, Buyer will be deemed to have waived all challenges to the enforceability of such provision. This waiver includes, without limitation, any contention that the liquidated damages provision constitutes an unenforceable penalty, or that the liquidated damages do not bear a reasonable relationship to Seller's actual damages.

Upon receiving Seller's notice of termination, Closing Agent will be entitled to rely on such notice, without further documentation or authorization of any kind, that this Agreement has been terminated, that Seller is entitled to receive all Deposits, and that Buyer has no further right, title, or interest in the Deposits or the Property. No party may bring an action against or seek damages from Closing Agent for, nor will Closing Agent be liable for, any action taken by Closing Agent in accordance with this subsection and the instructions herein. Buyer agrees Seller will not waive any right to terminate this Agreement or receive the Deposits due to a default by Buyer because Seller delays or fails to enforce such rights.

10.2 Seller's Default. Seller will be in default under this Agreement if Seller fails to perform any obligation of Seller under this Agreement or any addendum hereto as and when due. Upon a default by Seller, Buyer may, as Buyer's sole and exclusive remedies, (i) terminate this Agreement and, if the Closing has not occurred, receive a return of the Deposits paid by Buyer (together with interest earned thereon, if required by law), and/or (ii) seek recovery against Seller of Buyer's actual damages by filing an arbitration action as provided in Section 12 below. Buyer waives all rights to seek specific performance. Notwithstanding the above and except as provided in this subsection below, Seller will not be

liable for any special, indirect, consequential or punitive damages, including, without limitation, any damages based on a claimed decrease in the value of the Property, even if Seller has been advised of the possibility of such damages. Any assertion of alleged defaults after Closing will be governed by, among other provisions, Sections 9 and 12. Notwithstanding any provision to the contrary in this Agreement, if Seller's default is based upon Seller's failure to complete the Home within the time period provided in Section 7.3 (Construction; Timing/Completion of the Home), then Buyer will have the right to seek all available remedies at law or in equity, without limitation, as a result of such failure.

11. INFORMATION SHARING TO FACILITATE HOME SALE; THIRD PARTY SERVICES. Many companies besides the homebuilder are involved in the sale of a home, such as the community developer, title companies, lenders and HOA management companies. To facilitate the construction of the Home and sale of the Property to Buyer, Seller may share this Agreement and information contained in this Agreement, including Buyer's name and contact information, with Seller's affiliates and other third parties, which may include, without limitation, design and option center operators, the developer of the Community, title companies, escrow agents, lenders, HOA management companies and governmental authorities and their agents. Seller may also share that information with companies that may offer goods and services to home buyers or may survey buyers about their experience in purchasing a home. Buyer agrees Seller may share such information as described above, and agrees those third parties may contact Buyer using Buyer's contact information to facilitate the Home purchase transaction or to offer their goods and services; but Buyer is under no obligation to purchase or receive any goods or services such parties may offer. Seller may receive referral fees or other compensation from such third parties where permitted by law. Seller is not responsible for the acts of any such parties or any promises, claims, products or services of such parties. More information regarding how Seller may use or share information pertaining to Buyer or this Agreement may be found at www.pulte.com/legal/privacy-policy.

12. ARBITRATION.

Agreement to Arbitrate Disputes

This Agreement provides that all Disputes (defined below) between Seller and Buyer will be resolved by BINDING ARBITRATION. This means both Seller and Buyer GIVE UP THE RIGHT TO GO TO COURT OR TO A JURY to assert or defend rights under this Agreement (EXCEPT for matters that may be taken to SMALL CLAIMS COURT as provided below). Seller's and Buyer's rights will be determined by a NEUTRAL ARBITRATOR and NOT by a judge or jury. Seller and Buyer are entitled to a FAIR HEARING, but the arbitration procedures are simpler and more limited than the rules applicable in a court. Arbitrator decisions are as enforceable as any court order and are subject to very limited review by a court. For more information, read the provisions regarding arbitration below, review the American Arbitration Association's Home Construction Arbitration Rules and related information at www.adr.org, call the American Arbitration Association at 1-800-778-7879, and consult an attorney if you so choose.

12.1 Agreement to Arbitrate Disputes. Seller prides itself on having many satisfied customers. However, if Seller and Buyer are unable to resolve a dispute relating to this Agreement or the Property, the parties believe it is best to have a fair and efficient way to resolve that dispute. Accordingly, Buyer and Seller agree that any controversy, claim or dispute that arises out of or is related to this Agreement or the Property (including without limitation any claims for breach of contract, death, personal injury, property damage, defective design or construction, negligence, misrepresentation and fraud), whether arising before or after Closing (collectively, **"Disputes"**), shall be resolved through binding arbitration. The arbitrator's decision shall be final and binding, subject to appeal as described below. Alternatively, if the Dispute does not exceed the maximum jurisdictional amount for a small claims court in the state where the Property is located, then Buyer or Seller may elect to have the Dispute resolved in a small claims court rather than by binding arbitration (however, any appeal of a small claims court judgment must be resolved through arbitration in accordance with this Section 12). Disputes subject to arbitration under the Home Warranty shall be arbitrated in accordance with the terms and conditions of the Home Warranty.

12.2 Applicable Law. The parties acknowledge this Agreement evidences a transaction involving interstate commerce because, among other reasons, this Agreement is for the construction of a home involving the incorporation of materials manufactured in states other than where the Property is located and interstate commerce was used to purchase and transport materials used in the construction. The Federal Arbitration Act (the **"FAA"**) shall govern the interpretation and enforcement of this provision. The agreements in this Section 12 shall survive the termination of this Agreement, the Closing of the purchase of the Property and/or the default of either party. Even if a part of these arbitration provisions is determined to be unenforceable under applicable law, the remainder shall survive, and the parties shall remain obligated to resolve disputes through binding arbitration as set forth herein.

12.3 Arbitrator – American Arbitration Association. The arbitration shall be conducted before an arbitrator appointed by the American Arbitration Association (the **"AAA"**). If the AAA declines to arbitrate a dispute, or if the AAA is not available, the parties will agree to an alternative arbitrator, or have a court appoint a new arbitrator who meets the qualification criteria of an AAA-trained arbitrator. With respect to a Dispute pertaining to a construction issue that is not subject to arbitration under the Home Warranty, the arbitrator shall have at least ten years of construction arbitration experience.

12.4 Arbitration Rules. The arbitration shall proceed in accordance with the AAA's rules applicable to the Dispute. With respect to any portion of the Dispute pertaining to a construction issue that is not subject to arbitration under the Home Warranty, the arbitration shall proceed in accordance with the AAA's Home Construction Arbitration Rules. If those rules have been repealed or replaced at the time the arbitration claim is filed, the AAA's rules then most applicable to residential construction shall apply. However, Seller will be entitled to visually inspect and perform testing as to any component claimed to have a construction defect and no AAA rule shall apply if it is inconsistent with the provisions of this Agreement.

12.5 Additional Parties or Claims. Any Dispute involving claims against Seller's parent, subsidiaries, successor entities, future acquired entities or affiliated companies or any of their respective officers, directors, agents, employees, or representatives also shall be resolved through binding arbitration as set forth herein. Buyer and Seller agree that this arbitration agreement inures to the benefit of those parties. Further, either Buyer or Seller may join as a party to the arbitration any third party consultant, contractor, supplier, manufacturer, engineer, architect or other professional involved in the manufacture, design or construction of any part of the Property. Except as provided above, the parties agree that any arbitration shall be between only Buyer and Seller and shall not be joined or consolidated with the claims or arbitration of any other party unless specifically agreed to in writing by Buyer and Seller, and agree the arbitrator is not authorized to permit any consolidation or joinder with any other party. Buyer waives the right to institute or participate in a class or any other type of representative arbitration or any type of legal action as a member or representative of a class for any Disputes and agrees the arbitrator is not authorized to permit any class or representative arbitration.

12.6 Arbitration Process. Buyer or Seller shall begin the arbitration process by filing a demand for arbitration with the AAA and serving a copy of the demand on the other party. The failure to initiate arbitration at any particular time shall not be considered a waiver of the right to compel arbitration of a Dispute. The only way this right to arbitrate claims may be waived is by a written agreement among the parties. To the extent not inconsistent with the FAA, all provisions of this paragraph are subject to the general qualification that state laws, requirements and

rules, including, but not limited to, state filing limitations (such as statute of limitations and statutes of repose), may affect how and when arbitration may be initiated and administered. The following is a brief description of the steps to initiate arbitration and the arbitration process:

(a) Step 1 – Filing a Request. The party initiating arbitration must notify the AAA in writing of the request for arbitration under the terms of this Agreement. If Seller initiates arbitration, Seller will pay the AAA's filing fee. If Buyer initiates arbitration, Buyer will pay the lesser of 1/2 of the AAA filing fee or the amount provided by the AAA rules and Seller will pay the other 1/2 or remainder. All other AAA arbitration fees and costs shall be paid in accordance with the applicable AAA fee schedule.

(b) Step 2 - Hearing. The arbitration will be held at a location agreed to by the parties, usually in the metropolitan area where the Property is located. The hearing typically will be scheduled by the arbitrator at a time mutually agreeable to all parties. At the hearing, the arbitrator will hear and consider evidence presented by all parties. If a party timely notifies the AAA of a request for a record of the hearing prior to the earlier of the hearing date or the date in the AAA's rules, if specified, the arbitrator will preserve all evidence presented at the arbitration. Oral evidence will be preserved in a manner that it can be converted into a written transcript. The costs of the record will be paid by the party requesting the record or shared equally among the parties requesting a copy.

(c) Step 3 - Award. The arbitrator's award will decide the relief to be awarded and, if the Dispute relates to a construction issue that is not subject to arbitration under the Home Warranty, and if requested by a party, the scope and manner of correction. The arbitrator's award shall be consistent with this Agreement, based on applicable law (except to the extent the FAA overrides and preempts state, local or other law), and shall include findings of fact and conclusions of law. If permitted by the AAA rules, either party may request a written explanation of the award. Each party shall bear its own attorney's fees and expenses (including without limitation the costs and fees of any expert witnesses) in the arbitration, any confirmation proceeding and any appeal. Arbitrator compensation, expenses, and administrative fees (which include filing and hearing fees) shall not be subject to reallocation.

(i) Appeal. Each party shall have the right to appeal the arbitrator's award to the AAA by filing a written notice with the AAA (with a copy to the other party) within 30 days of the date of the arbitrator's award. The party appealing the award shall pay the fees necessary to initiate the appeal. If both sides appeal, the fees shall be split 50/50. The notice of appeal must include the specific items the party seeks to change in the award and the supporting facts and law. The appeal shall be heard by a panel of three arbitrators from the AAA. The appeal shall be conducted in accordance with the applicable rules of the AAA and provisions of this Section as if the claim was being initially filed with the AAA, except that: (i) the only issues to be determined on appeal are the issues described in the notice of appeal and any issues raised by the non-appealing party in response to the issues in the notice of appeal, (ii) the arbitrators' award on appeal shall be final, binding and non-appealable, and (iii) no new evidence shall be accepted or considered by the arbitrators.

(ii) Award after Appeal. The award of the arbitrator shall be final, subject to appeal as provided above. If a notice of appeal from the initial hearing is not received by the AAA within 30 days after the date of the initial award, then the initial award shall be final. Once the award is final, it will be binding on and enforceable against the parties, except as modified, corrected, or vacated according to the applicable arbitration rules and procedures or to the extent not inconsistent with the FAA or applicable state law. Either party may present the final award to any court having jurisdiction over the Dispute to enter that award as a judgment of the court.

(d) Step 4 - Repairs. To the extent the award pertains to a construction issue that is not subject to arbitration under the Home Warranty and requires Seller to make repairs, then unless designated otherwise in the award (and unless appealed), Seller will, within 10 days after a final award, elect to either perform the correction awarded by the arbitrator or, at Seller's option, pay Buyer the reasonable cost of such correction. If Seller elects to perform a correction under an award, Seller will complete the correction within 60 days after a final award or as may be specified by the arbitrator. If the correction cannot be completed in that time, the arbitrator must grant reasonable additional time to make the correction. If Buyer believes that the correction was not performed satisfactorily or in a timely manner, Buyer may have those issues determined in a later arbitration. If the cost of correction is not specified in the award and Seller elects to pay Buyer the reasonable cost of the correction, Buyer may have the amount of that payment reviewed in a later arbitration.

12.7 Expenses. Except as stated above, each party shall bear its own attorney's fees and other expenses incurred in connection with a Dispute. However, if a party to this Agreement files a court action in violation of this Section 12 and the other party is required to compel arbitration by filing a motion with the court, the court shall award the moving party its court costs and reasonable attorneys' fees incurred in connection with the motion.

Buyer's Initials:	Rubrica YMSDS Yglesio Luciano Moyses Silva De Souza					

13. GENERAL.

13.1 Binding Agreement; Assignment. This Agreement is binding upon Buyer and Seller and their respective heirs, executors, administrators and successors. This Agreement may not be assigned by Buyer without the written consent of Seller. Any attempted assignment by Buyer without Seller's written consent shall be of no force or effect.

13.2 Multiple Buyer Parties. If "Buyer" under this Agreement includes more than one person or entity, then each person signing as a Buyer party will be jointly and severally liable hereunder for the obligations and actions of each Buyer party. Seller will have the right to rely on the signature of any Buyer party as having the authority to bind all Buyer parties with respect to all matters relating to this Agreement. Any communication from a Buyer party, orally, electronically or in writing, will be binding on all Buyer parties. No Buyer party may use the failure of one or more Buyer parties to join in the execution of an amendment or other document as a defense to the enforcement of this Agreement or any amendment or other document executed in compliance with this section.

13.3 Notices. Except as otherwise set forth in this Agreement, all notices must be in writing and must be given by (a) hand delivery or courier service, (b) mail (registered, certified, or first class, with postage pre-paid), or (c) overnight delivery service, addressed to Buyer or Seller at the address for the applicable party in Section 1 of this Agreement. Notices sent by mail will be deemed to be given and received 3 days after deposit in a post office or official depository of the United States postal service. Notices sent by hand delivery, courier service or overnight delivery service will be deemed given and received upon actual or first attempted delivery of the notice. If "Buyer" under this Agreement includes more than one person or entity, then notice to any Buyer party will constitute notice to all Buyer parties.

13.4 Time of the Essence. Time is of the essence for every provision of this Agreement, including without limitation Buyer's performance of all of Buyer's obligations to close the purchase of the Property on the Closing Date.

13.5 Buyer's Performance. Buyer understands that Seller will construct the Home using Seller's standard construction and contract processes and procedures. Buyer agrees to: (i) make choices or take other actions required of Buyer under this Agreement within the indicated time frames; (ii) communicate with Seller's designated representatives to perform certain aspects of this Agreement, such as Seller's designated field manager, sales consultant, closing administrator or other representatives of Seller; (iii) not engage in harassing, abusive, foul, threatening, offensive or otherwise inappropriate behavior towards Seller's personnel or contractors; (iv) communicate Buyer's acceptance or approval of work which complies with this Agreement or the plans and specifications referenced herein; and (v) not take any action that impedes, obstructs

or interferes with the performance of Seller under this Agreement. After Closing, if Buyer requests service under the Home Warranty, Buyer will provide Seller's personnel and contractors with access to the Home during Seller's normal working hours and cooperate with them during the process of investigating and, if applicable, correcting the warranty issue. If Buyer or other occupants of the Home impede, obstruct or interfere with the efforts of Seller's personnel or contractors to provide warranty service, or engage in harassing, abusive, foul, threatening, offensive or otherwise inappropriate behavior towards Seller's personnel or contractors, then Seller will be relieved from its obligation to provide such warranty service.

13.6 Agency. Seller's sales consultants and other employees solely represent Seller. If Buyer has engaged any real estate agent, broker or other party to represent Buyer in this transaction, Buyer will be solely responsible for compensating such party, unless and to the extent Seller has agreed in writing to compensate such party.

13.7 Independent Contractors. Buyer understands Seller may refer Buyer to vendors or companies who provide real estate or other services designed to assist Buyer in purchasing or moving into the Home or with services related to the Home. Those companies are independent contractors and are not affiliated with Seller or its affiliates. Any warranties or representations for such services are warranties and representations given by the independent contractors only and not by Seller or its affiliates. Seller will not be responsible for the quality of any products or services provided by those companies.

13.8 Dates. If the final day of a period or date of performance under this Agreement falls on a Saturday, Sunday or federal holiday, then the final day of any such period or date of performance will be deemed to be the next day which is not a Saturday, Sunday or federal holiday.

13.9 No Investment Representation. None of Seller's employees or representatives is authorized to make any representation regarding economic benefits to be derived from this transaction. Economic benefits to be derived from purchasing a home will vary depending upon many factors, including market conditions and individual circumstances. Buyer may not rely on any statement made by any employee or representative of Seller regarding economic benefits of buying a home, but should instead rely only upon Buyer's own judgment and the advice of Buyer's attorneys, accountants and other advisors.

13.10 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and the remainder of this Agreement shall remain in full force and effect and shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement. In lieu of any such illegal, invalid or unenforceable provision, there shall be deemed added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

13.11 Amendments; No Waiver. This Agreement may be amended or modified only by a written instrument executed by Buyer and an authorized agent of Seller (Buyer understands Sales Consultants and Field Managers are not authorized employees of Seller to execute amendments). Except as stated in this Agreement, no party shall be deemed to have waived any provision of this Agreement unless such waiver is stated in writing and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of the Agreement shall not constitute a waiver of that provision or a waiver of a future breach of that or any other provision.

13.12 Governing Law/Venue. Any arbitration or litigation arising out of this Agreement shall be conducted in the state, county and city in which the Property is located and shall apply the law of the state in which the Property is located.

13.13 Counterparts; Electronic Execution. This Agreement may be executed in counterparts, all of which together will constitute this Agreement. This Agreement may be signed and transmitted electronically; an electronic or electronically transmitted signature of any person will be considered an original signature; and an electronic signature or copy hereof will have the same binding effect as an original signature on an original document. No party may raise the use of an electronic signature or the transmission of this Agreement by electronic means as a defense to the enforcement of this Agreement or any amendment or other document executed in compliance with this section.

13.14 No Recordation. Buyer may not record this Agreement, a memorandum of this Agreement, lis pendens or other notice of this Agreement in the real property or other public records of the jurisdiction in which the Property is located. Buyer agrees Seller will be entitled to an immediate court order removing or expunging any such instrument if recorded by or on behalf of Buyer and ordering Buyer to pay Seller all legal fees and expenses incurred by Seller to obtain such order. Buyer agrees this Agreement does not provide Buyer with an interest in real property and Buyer will have no such interest until Buyer completes the Closing in accordance with this Agreement.

14. COMMUNITY DOCUMENTS. The documents marked below are **"Community Documents"** that apply to the Property and have been provided to Buyer or made available for Buyer's review prior to Buyer's execution of this Agreement.

[ ]	Articles of Incorporation of Community/Homeowners Association	[ ]	Acknowledgment of Assessments
[ ]	Bylaws of Community/Homeowners Association	[ ]	Club Membership Documents
[ ]	Declaration of Covenants, Conditions and Restrictions for Community/Homeowners Association	[ ]	Design Guidelines
[ ]	Supplemental Declaration	[ ]	Golf Course Disclosure
[ ]	Condominium Declaration	[ ]	_____

Buyer's Initials:	Rubrica YMSDS Yglesio Luciano Moyses Silva De Souza					

If documents marked above indicate the Property is subject to a declaration, indenture or covenants for a community, homeowners or condominium association (**"Association"**), then Buyer agrees that by accepting title to the Property Buyer will be obligated to be a member of the Association and agrees that Buyer and the Property will be subject to the bylaws, rules, restrictions, obligations, encumbrances and other terms and conditions contained in the Community Documents pertaining to the Association and in the Association's other governing documents referred to in the Community Documents. Buyer understands the Association has the right to charge the owner of the Property for assessments and other charges as provided by the Association's governing documents. Those charges may include, without limitation, transfer fees, resale certification fees, capitalization charges and reserve contributions. Certain charges may be due by Buyer at Closing.

15. ADDENDA. Buyer acknowledges that, prior to Buyer's execution of this Agreement, Buyer received or Buyer had the opportunity to review, either physically or electronically, each of the documents marked below. Buyer approves each document marked below and agrees each is considered an "addendum" to this Agreement and is incorporated by reference into and made a part of this Agreement.

Required Addenda and Disclosures:

[X]	Affiliated Business Arrangement Disclosure (Mortgage)	[X]	Financing Addendum
[X]	Affiliated Business Arrangement Disclosure (Insurance)	[X]	Floor Plan, Elevation and Features List for Home
[X]	Affiliated Business Arrangement Disclosure (Title)	[X]	Summary of Important Dates
[X]	Affiliate Incentive Addendum	[X]	Job Initiation Order/Change Order
[X]	Beware of Cybercrimes	[X]	Florida Addendum

Additional Addenda:

[ ]	Acknowledgement of No Solicitation	[ ]	Model Home Sale Addendum
[ ]	Age Verification Addendum	[ ]	Nonresident Addendum – California Residents
[ ]	Cash Incentive Addendum	[ ]	Nonresident Addendum – New York Residents
[ ]	Cash Prepayment Discount Addendum	[ ]	Notice of Assumed Name
[ ]	Commission Agreement and Certification	[ ]	Radon Testing
[ ]	Community Disclosure Addendum	[ ]	Smart Home Components Addendum
[ ]	FHA Addendum	[ ]	Started/Completed Home Addendum
[ ]	Home Energy Ratings Addendum	[ ]	VA Addendum
[ ]	Home Equity Conversion Mortgage Amendment	[ ]	_____
[ ]	IRS 1031 Exchange	[ ]	_____
[ ]	Lot Not Owned Addendum	[ ]	_____
[ ]	_____	[ ]	_____

Buyer's Initials:	Rubrica YLMSDS Yglesio Luciano Moyses Silva De Souza					

16. THIS AGREEMENT; ENTIRE AGREEMENT. "This Agreement" as used herein means this Home Purchase Agreement, the JIO, each addendum and other document attached or otherwise incorporated by reference into this Home Purchase Agreement, and each amendment hereafter executed by Buyer and Seller. This Agreement constitutes the entire agreement and understanding between Buyer and Seller and neither Buyer nor Seller will be bound by any understanding, statement, agreement, promise or representation, express or implied, written or oral, not expressly set forth in this Agreement. Buyer has listed below any understanding, agreement, promise or representation by Seller or its employees or representatives not specifically stated in this Agreement and upon which Buyer is relying in purchasing the Property:

[x] None.

[ ] The following additional understandings, promises or representations should be set forth in this Agreement:

_____ DS GL

Initials:	Rubrica YLMSDS Yglesio Luciano Moyses Silva De Souza						Seller

17. SELLER'S SIGNATURE REQUIRED; LEGALLY BINDING AGREEMENT. THIS AGREEMENT WILL NOT BE BINDING UNTIL EXECUTED BY BUYER AND AN AUTHORIZED EMPLOYEE OF SELLER (SELLER'S SALES CONSULTANTS ARE NOT AUTHORIZED EMPLOYEES TO EXECUTE THIS AGREEMENT OR ANY AMENDMENT OR ADDENDUM HERETO). BUYER SHOULD READ AND UNDERSTAND ALL PROVISIONS BEFORE SIGNING. IF BUYER DOES NOT UNDERSTAND ANY PROVISION, BUYER SHOULD SEEK LEGAL ADVICE.

BUYER: Assinado por: Yglesio Luciano Moyses Silva De Souza 31AD751684404C3...

Yglesio Luciano Moyses Silva De Souza	8/1/2025 Date	_____	Date
_____	Date	_____	Date
_____	Date	_____	Date

Docusign Envelope ID: 5DCDFBA2-659E-4B6F-A7C0-55C6EA58B0A9

SELLER: Pulte Home Company, LLC

DocuSigned by:
Gabriela Lugo
C851EDBA36AC421...

By: _____
Its: Authorized Agent

Date: 8/4/2025



"We are pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the Nation."

American Land Title Association	ALTA Settlement Statement - Combined Adopted 05-01-2015

File No: 110864782
Printed: 09/15/2025, 12:32 PM
Officer/Escrow Officer: April Samaniego/AS
Settlement Location:
13848 Tilden Road, Suite 248, Winter Garden, FL 34787

First American Title Insurance Company

13848 Tilden Road, Suite 248 • Winter Garden, FL 34787
Phone: (407)614-6266 Fax:
Final Settlement Statement

First American Title™

Property Address: 2368 Distant Sun Trail, Kissimmee, FL 34747
Short Legal Info: Lot 185R, SOLARA PHASE 3 REPLAT
Buyer: My Rentals & Management LLC, a Florida limited liability company
Seller: Mattamy Orlando LLC
Lender:
Settlement Date: 09/24/2025
Disbursement Date: 09/24/2025

Seller		Description	Buyer	
Debit	**Credit**		**Debit**	**Credit**
		Financial		
	637,863.00	Sale Price	637,863.00	
		Total Deposit/Earnest Money		127,572.00
		Disbursed as Proceeds ($0.00)		
127,572.00		Excess Deposit		
		Prorations/Adjustments		
	333.56	County Taxes 09/24/25 to 01/01/26 @$1,229.79/yr	333.56	
	1,377.21	2025-2026 CDD/Non Ad-Valorem Assessments 09/24/25 to 10/01/26 @$1,351.29/yr	1,377.21	
20,000.00		Seller Credit		20,000.00
	4,995.00	Builder Fee	4,995.00	
	100.00	Termite Treatment Fee	100.00	
	175.00	(Survey Fee (Reimburse Mattamy Home))		
		Title Charges & Escrow / Settlement Charges		
		ALTA Owner's Policy Premium: $3264.50 Prom.: $3264.50 to Mattamy Homes Title Agency, LLC	3,264.50	
		[ALTA 9.2 w/FL MOD] Restrictions, Encroachments & Minerals - Improved Land to Mattamy Homes Title Agency, LLC	326.45	
		Search Fee to First American Title Insurance Company	200.00	
		Closing Services Fee to First American Title Insurance Company	550.00	
		Real Estate Broker Compensation		
63,786.30		Real Estate Broker Compensation to Authentic Real Estate Team		
		Government Recording and Transfer Charges		
		Record Warranty Deed to Clerk of Circuit Court	86.50	
		Record Affidavit to Clerk of Circuit Court	35.50	

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Seller		Description	Buyer	
Debit	**Credit**		**Debit**	**Credit**
		State Documentary Transfer Tax to Osceola County Clerk of Courts	4,465.30	
		Miscellaneous		
		Transaction Fee to Authentic Real Estate Team	399.00	
		Association Dues 09/24-09/30 @ $718.00/Month to Solara Resort HOA, Inc.	167.53	
		Association Dues - Next Two Months to Solara Resort HOA, Inc.	1,436.00	
		HOA Initial Contribution to Solara Resort HOA, Inc.	2,450.00	
		Estoppel Fee to Leland Management	250.00	
		(Survey Fee (Reimburse Mattamy Home)) to McMahon Surveying	175.00	
		Funds Held		
3,871.62		Funds Held: TAXES HELD FOR 2025 payment		
215,229.92	644,843.77	**Subtotals**	658,474.55	147,572.00
		Due From Buyer		510,902.55
429,613.85		Due To Seller		
644,843.77	644,843.77	**Totals**	658,474.55	658,474.55

Reissue Credit of $0.00 applied to Owners Policy by First American Title Insurance Company

Agent's portion of the total title insurance premium $1,795.47 to Mattamy Homes Title Agency, LLC

Underwriter's portion of the total title insurance premium $1,795.47 to First American Title Insurance Company

A. Samaniego

Escrow Officer: April Samaniego

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Docusign Envelope ID: 7B08FD1A-980C-4C3D-AB71-6872F40C78D7

Mattamy NHC: Angel Vega

Mattamy: Phone (407)599-2228; Fax: (321) 444-6565

HOME PURCHASE AGREEMENT

In this Home Purchase Agreement ("Contract"), "Buyer" refers to all the buyers (whether identified as buyer or additional buyer) listed below who have signed this Contract, jointly and severally. "Mattamy" or "Seller" refers to Mattamy Orlando LLC, a Delaware limited liability company and/or Mattamy Florida LLC, a Delaware limited liability company (as applicable) and its successors and assigns, whose address is 2450 Maitland Center Parkway, Suite 300, Maitland, Florida 32751.

1. The Buyer.

Buyer's Name **. My Rentals & Management LLC**

Additional Buyer's Name:

Buyer Current Address: **Rua das Letras quadra 2 casa11 Cohafuma** (*Street*) **Sao Luis MA Brazil** (*City*) (*Province*) **65074780** (*Zip Code*)

Buyer Phone Number/Email: **- / Yglesio@yahoo.com**

Secondary Phone for Buyer: - **Phone for Additional Buyer:** -

2. The Property. Buyer agrees to buy and Mattamy agrees to sell to Buyer a new home (the "Home") to be built on the site (the "Lot") within the "Community" described below. Buyer is buying the Home and Lot as a package referred to collectively in this Contract as the "Property".

a. DESCRIPTION: Plan Name Laguna III **Plan Number** B30V **Elevation** MO

b. LOCATION: County: Osceola County **Address:** 2368 Distant Sun Trail Kissimmee FL 34747

Lot 185R **Block** **Unit** **Community** Solara - D40

Site conditions, updates to plans, architectural restrictions and other causes may require changes - please see Contract Terms for additional details.

3. Purchase Price.

a. Base Purchase Price (includes Lot & Home)	**$672,990**
b. Lot Premium	**$5,000**
c. Structural Options	**$69,064**
d. Design Options	**$809**
e. Less Incentives	**-$110,000**
Total Purchase Price (the "Purchase Price") (must total Items a-e)	**$637,863.00**

4. Payment & Financing. Buyer shall pay the Purchase Price in the manner specified in the Contract Terms. In addition, Buyer will also pay all closing costs, and pre-paid items (i.e.: interest and escrows) arising from the purchase of the Property, or the Mortgage Loan (collectively "Closing Costs"), excluding only those items which Mattamy is obligated to pay by explicit provision in this Contract.

a. Earnest Money Paid to Seller (the "Earnest Money')	**$10,000**	
b. Additional Earnest Money due Seller	**$117,572**	
c. Balance of Purchase Price due at Closing	**$510,291**	*(Must equal Total Purchase Price from Section 3 minus items 4a through 4b)*

(Includes down payment and any amount to be financed)

The Contract Terms specify when Buyer must pay the additional Earnest Money, and what happens if Buyer does not apply for or obtain the Mortgage Loan or does not fulfill any of Buyer's other obligations under this Contract. Buyer understands that there are additional charges Buyer may incur, and under certain circumstances the Purchase Price might increase. These provisions are specified in the Contract Terms.

☐ Buyer needs a Mortgage Loan to finance Buyer's purchase of the Property.

☐ Buyer will apply for and obtain the Mortgage Loan from Mattamy Home Funding, LLC or other lender designated by Mattamy ("Mattamy Home Funding"). If Buyer closes the Mortgage Loan with Mattamy Home Funding and uses MHTA (as herein after defined) as the title company, then Mattamy will contribute up to of the Purchase Price (the "Closing Cost Contribution") towards the Closing Costs otherwise payable by Buyer.

☐ Buyer will apply for and obtain the Mortgage Loan from a licensed mortgage lender ("Mortgage Lender") or broker other than Mattamy Home Funding and will not receive any Closing Cost Contribution.

Mortgage Lender if Buyer is NOT using Mattamy Home Funding: **Phone No:**

☒ Buyer does not need a Mortgage Loan. Buyer's obligation to purchase the Property is not contingent on obtaining a loan. Buyer understands that Buyer must still demonstrate Buyer's ability to pay the Purchase Price. Buyer must pay **all** Closing Costs, subject to any applicable Closing Cost Contribution.

THE BUYER OF A ONE-FAMILY OR TWO-FAMILY RESIDENTIAL DWELLING UNIT HAS THE RIGHT TO HAVE DEPOSIT FUNDS (UP TO TEN PERCENT (10%) OF THE TOTAL PURCHASE PRICE) DEPOSITED IN AN ESCROW ACCOUNT. THIS RIGHT MAY BE WAIVED, IN WRITING, BY THE BUYER. §501.1375(2) Fla. Stat.

[X] Buyer elects to waive the right to have deposit funds (Earnest Money) deposited in an escrow account.

[ ] Buyer elects to have the deposit funds (Earnest Money) held in escrow. Mattamy is entitled to all interest earned. Mattamy may still use the deposit funds (Earnest Money) by delivering notice to Buyer after posting a bond. Buyer shall pay any cost associated with obtaining the bond.

5. What Documents Comprise the Contract. Buyer understands that this is a legally binding Contract. Buyer has read, understands and agrees to fulfill all of the Buyer's obligations. Buyer understands that this Contract includes this document entitled *Home Purchase Agreement* and **only** the documents checked below, and any **written** modifications Buyer and Mattamy both sign, all of which are hereby incorporated herein by this reference.

[X]	**Contract Terms**	[ ]	Addendum "G" - Contingency Addendum (if applicable)
[X]	Brochure for Selected Plan B30V/MO	[X]	Addendum "H" - Appraisal Addendum (if applicable)
[X]	Addendum "A" - Homeowners Association Disclosure Summary	[X]	Addendum "I" - Designation of third Party for Buyer's New Home Orientation
[X]	Addendum "B" - RESPA Affiliated Business Arrangement Disclosure Notice	[X]	Addendum "J" - Community Development District Disclosure (if applicable)
[X]	Addendum "C" - FHA/VA Loans; FHA/VA Subdivision Approval (if applicable)	[X]	Addendum "K" - Deposit Receipt and Payment Plan (if applicable)
[X]	Addendum "D" - Job Initiation Order ("JIO")	[X]	Addendum "L" - Broker Commission Addendum
[X]	Addendum "E" - Home Change Order ("HCH") (if applicable)	[X]	Addendum "M" - Addendum to Home Purchase Agreement (if applicable)
[n/a]	Addendum - Options Upgrades and Additional Payment Policy	[X]	§553.9085 Energy Performance Level Display Card
[ ]		[X]	Community Specific Addendum (if Applicable)
		[X]	Florida-Prohibition Against Certain Foreign Ownership Addendum

6. Execution. Each party signing below as Buyer agrees to all of the provisions of this Contract. This Contract will be binding only after Mattamy signs even if Mattamy accepts the Earnest Money. Buyer understands that only an officer of Mattamy may accept or modify this Contract.

7. Community Development District. THE COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN addition TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

Assinado por:
887F2F6756D04C0...
Date: 8/5/2025
. My Rentals & Management LLC

Date:

Mattamy Orlando LLC, a Delaware limited liability company
Mattamy Florida LLC, a Delaware limited liability company

By: Date:
Mattamy Homes Authorized Officer

CONTRACT IS NOT BINDING UNTIL SIGNED BY OFFICER

CONTRACT TERMS

The following terms are a part of this Contract between the Buyer and Mattamy.

1. **Offer and Acceptance of Contract.** Buyer shall sign and deliver this Contract to Mattamy's New Home Counselor or other representative either directly or through the Cooperating Broker assisting Buyer, if any. Buyer shall also deliver the Earnest Money. If everyone listed as Buyer does not sign then Mattamy may, in its sole discretion, either reject the offer, or accept this Contract which will then be only between Mattamy and the person(s) signing as Buyer regardless of who is named as Buyer. Buyer understands that by signing, Buyer has only made an offer which is not binding on anyone unless and until accepted. Buyer agrees that accepting the Earnest Money, by itself, does not bind Mattamy. Mattamy is not obligated under this Contract even if a real estate broker, real estate agent or site agent accepts this Contract, or signs on Mattamy's behalf, unless and until signed by an authorized officer of Mattamy. If Mattamy accepts Buyer's offer, Mattamy will notify Buyer by telephone or in writing to Buyer or to the Cooperating Broker and Mattamy's authorized officer will sign this Contract (with copy to be provided to Buyer). If Mattamy does not accept Buyer's offer, Mattamy agrees to return the Earnest Money to Buyer. If Mattamy rejects Buyer's offer, then unless Buyer and Mattamy agree upon terms acceptable to both parties which Buyer and Mattamy both sign, Buyer's offer will terminate and Buyer will have no further interest in the Property. Even if Mattamy rejects Buyer's offer, Buyer agrees that the provisions regarding interpretation, dispute resolution, and enforcement of this Contract will apply to any Dispute (as hereinafter defined) relating to this Contract or otherwise arising between Buyer and Mattamy. References herein to "signature of Mattamy," or "signed by Mattamy" or "consent of Mattamy" or the like shall mean signature/signed by/consented to, in writing, by an authorized officer of Mattamy.
2. **Effective Date of this Contract.** The deadlines under this Contract shall be measured from the date Mattamy accepts Buyer's offer by signing and dating its signature to this Contract. This date is called the "Effective Date."
3. **What Makes up this Contract?** In the course of choosing Buyer's Home and Lot, Buyer has been shown many different papers and has had discussions with various people. So that there is no confusion over what Buyer is actually purchasing, Buyer understands and agrees that Buyer will rely only upon this Contract. This Contract includes only (i) the one-page *Home Purchase Agreement* signed by Buyer and Mattamy; (ii) these *Contract Terms*; and (iii) all addenda attached hereto (whether or not expressly identified in Section 5 of the *Home Purchase Agreement)*. Any replacement addenda or subsequent modifications to this Contract which are in writing and signed by both Buyer and Mattamy will, upon signature and delivery, also become part of the Contract. Accordingly, if anyone represented anything to Buyer regarding the Property or made any promises to Buyer, then Buyer must ensure that these representations or promises are included in writing within this Contract before Buyer signed. Buyer agrees that Mattamy's obligation is only to fulfill the terms of this Contract, and that Mattamy has no responsibility for anything contained in marketing materials, advertisements, other documents, correspondence or told to Buyer unless also included in this Contract. Examples of common misunderstandings are (i) size and location of buffers; (ii) future development of vacant lots either within or near the Community; (iii) the standard features and options included with the Home; (iv) when the Home will be completed; (v) pricing and allowances; and (vi) obligations under covenants, restrictions and community development districts. For all these matters and all other matters Buyer has relied only on this Contract and not on marketing materials, advertising, verbal statements, or any other written document. Buyer understands that even if Buyer is paying extra money for the Lot that does not mean that the Lot will have a protected view or any other amenity unless specified in this Contract.
4. **Construction Process.** Buyer agrees to follow these procedures in the design and construction of the Home.
    a. **Selection Process.** Buyer has the opportunity to select options for the Property which will vary depending on the Plan, Elevation, Lot, Community and stage/status of construction/permitting. In order to select colors and other options, Buyer agrees to schedule and attend a selection meeting (the "Selection Meeting") at Mattamy's designated design studio (the "Mattamy Design Studio").
        i. Buyer must visit the Mattamy Design Studio and complete the selection process within **14** days after the Effective Date. If Buyer fails to do so, Mattamy shall have the right, but not the obligation to: (a) make all selections for Buyer without further notice, (b) terminate this Contract, (c) allow Buyer a second chance to complete the selection process, or (d) declare Buyer in default and be entitled to all remedies as set forth in this Contract. If Mattamy chooses to give Buyer a second chance to make selections, then Buyer agrees to attend the Selection Meeting and make Buyer's selections at the time and date designated by Mattamy. If the Home is under construction at the time of the Selection Meeting, then some choices may no longer be available. Structural and design choice availability is at Mattamy's sole and absolute discretion. To maximize design choices, the Buyer should schedule their Selection Meeting as soon as possible.
        ii. The Selection Meeting will be scheduled to provide adequate time for most buyers to discuss and make all of their selections. If Buyer requires more than approximately **3** hours for Selection Meeting then (i) if the design advisors are available, Buyer may extend Buyer's appointment, or (ii) Mattamy may complete the selections for Buyer.
        iii. At the Selection Meeting, Buyer will select options, and make color choices. The Base Purchase Price includes only the designated standard features and appliances. If Buyer selects any special features, appliances or upgrades, then the Home will have the selected features, appliances or upgrades instead of the standard features, appliances and upgrades. Mattamy will always have the option to substitute base features and appliances, or selected features, appliances, or upgrades with alternatives that are of substantially equivalent function and value without providing prior notice to the Buyer.
        iv. Buyer may not make alterations or other changes except for the options presented at the Selection Meeting. If, however, Buyer requires reasonable accommodations for a disability, then Mattamy will make all reasonable efforts to allow special modifications to the Home at Buyer's expense if a written request is made at or prior to the Buyer signing this Contract.
        v. Upon completion of the Selection Meeting, Buyer will sign the *HCH* to confirm Buyer's choices and any adjustments to the Purchase Price. Mattamy must also approve the selections by the Buyer, and if Mattamy, in its sole opinion, believes that the options desired by the Buyer will (i) cause the Purchase Price of the Property to exceed the anticipated appraised value of the Home on completion, (ii) cause the Home to be so unique that it would not be desirable to other customers without modifications, or (iii) to otherwise be unsuitable, then Mattamy may require the Buyer to make new selections, or Mattamy may require the Buyer to give additional financial assurances or Earnest Money of the Buyer's ability to close the purchase of the Property as a condition to approving the selections. The *HCH* will not be final until approved and signed by Mattamy. If there is an error in the calculation of the adjusted Purchase Price on the *HCH*, then Buyer agrees that Buyer is still responsible to pay the original Purchase Price specified in the Contract plus any upgrades as calculated on an item by item basis at the printed prices on the *HCH*. If Mattamy makes Buyer aware of the error before installing an upgrade that was inadvertently not included in the total for the *HCH*, then Mattamy or Buyer may choose to cancel the upgraded selection and substitute a standard feature or Buyer must pay for the upgrade as an additional change to the Purchase Price. If there is any other error discovered by Mattamy regarding Buyer's selections before Mattamy signs, then Buyer agrees to schedule a new Selection Meeting at the Mattamy Design Studio, make new selections if necessary, and sign a new *HCH*. There will be no rescheduling charge. After Buyer and Mattamy both sign the *HCH*, then the selection process will be complete.
        vi. After Buyer completes the selection process, Buyer cannot make any changes without Mattamy's prior written approval. Buyer understands that to efficiently build the Home and control costs it is Mattamy's policy not to approve any changes absent extraordinary circumstances. Accordingly, if Buyer changes Buyer's mind as to the selections for Buyer's Home, Buyer must accept the Home as originally planned and make any changes Buyer desires at Buyer's own expense after Closing. If Mattamy, at Mattamy's arbitrary discretion, does permit Buyer to make changes, Mattamy may adjust the Purchase Price to reflect any new choices and Buyer and Mattamy will sign a new *HCH*. Buyer must also pay Mattamy at the time Buyer makes any such changes a **$500** change fee for each change Mattamy permits Buyer to make. For example, if with Mattamy's permission Buyer upgrades Buyer's stove, changes the paint color of Buyer's exterior walls and changes Buyer's dishwasher, then Buyer will owe Mattamy not only the price adjustments for the three

changes but also a $500 change fee for each item for a total change fee of $1,500. Even if Buyer does not complete the purchase of the Home for any reason, including Mattamy's termination of the Contract, Buyer will not receive a refund for the change fee. The change fee is separate from, and in addition to, the Purchase Price.

vii. If it is determined that the selections made by Buyer, either before or after execution of the *HCH*, will cause the Purchase Price of the Home to exceed the appraised value, preventing Buyer from being approved for the Mortgage Loan in the amount specified in Section 4(c) of the *Home Purchase Agreement*, then within **5** days of request from Mattamy, Buyer shall either (i) make new selections that will result in a lower Purchase Price (that will be equal to or less than the appraised value) and if applicable, execute an amended *HCH*; (ii) accept a Mortgage Loan for less than the amount specified in Section 4(c) of the *Home Purchase Agreement* and agree to pay additional cash at Closing; or (iii) provide other financial assurances or additional Earnest Money to Mattamy in accordance with Section 8(i) of these Contract Terms. If Buyer elects the second option, Buyer must confirm that Buyer has the ability to pay such additional amount. If Buyer fails to respond or does not show that Buyer has the additional funds, then Mattamy may unilaterally amend *HCH* as required to reduce the Purchase Price to an amount that does not exceed the appraised value for the Home.

b. Commencement & Completion of Construction. Mattamy agrees to construct the Home described in this Contract on the Lot generally in accordance with the applicable plans (the "House Plans") as described in the Brochure (described in Section 5 of the *Home Purchase Agreement*). Buyer understands that the Brochure is only a guide and that the House Plans will not necessarily be the same as the Brochure in all respects. The House Plans for this Contract will be those for which the approved building permit was issued by the local jurisdiction (including as revised from time to time during construction) or, if applicable, with the private provider designated under §553.791 Fla. Stat.

i. If the Home is not already under construction, Mattamy will submit the House Plans for building permit approval; however, if architectural approval is required from the Community developer, community association or other party, then submission of the House Plans may be delayed pending architectural approval. Mattamy may use a private provider to perform plan review, inspections, and for issuance of the certificate of occupancy as permitted by §553.791 Fla. Stat. Buyer agrees that if Mattamy elects to use a private provider, then the services furnished by such private provider will be considered as if provided by the local building official for the purposes of §553.84 Fla. Stat. and for all other purposes.

ii. Mattamy will commence construction of the Home after plan approval is complete and a building permit has been issued; however, Mattamy may choose to delay construction until (i) Buyer has paid all required Earnest Money, change fees or other sums, (ii) the Mortgage Loan has been approved or Buyer has otherwise furnished sufficient documentation of Buyer's financial ability to close, and (iii) Buyer cures any defaults that may exist under the Contract. Mattamy agrees to complete the Home within **2** years from the date that Buyer fully executes this Contract, although Homes are typically completed much sooner. If Mattamy cannot complete the Home within such **2**-year period, Buyer may terminate the Contract by giving notice to Mattamy after **2** years have expired, provided such notice is given prior to Closing. If Mattamy furnished, or in the future furnishes, an estimate as to commencement or completion dates for the Home, Buyer agrees that such estimates are subject to change and are not binding.

iii. "Complete" or "Completion" means substantially complete and will be deemed achieved if Mattamy obtains (i) a certificate of completion; (ii) a certificate of occupancy or temporary certificate of occupancy; (iii) FHA/VA final compliance inspection report; (iv) final appraisal satisfactory to the Mortgage Lender; or (v) other equivalent evidence of substantial completion. Completion does not mean 100% complete, and Buyer agrees that Buyer may not delay Closing or withhold money on account of incomplete items. If, however, Mattamy desires, Mattamy may choose to schedule the Closing Date and, if necessary, to reschedule the Closing Date on one or more occasions in order to fully complete the Home prior to Closing provided the new Closing Date is within 2 years of the date that Buyer fully executes this Contract.

c. Changes Required in Construction. Buyer understands that Buyer's Home is a handcrafted product and that the final construction may not match the Brochure, the House Plans or any other drawings. Mattamy may alter the House Plans, or construction (i) to accommodate the requests or requirements of plan review with the local building official, private provider, or architectural review board; (ii) by substituting material or methods which, in Mattamy's opinion, will achieve an equal or superior function; (iii) to fit the Home on the selected Lot; (iv) to harmonize the Home with surrounding residences or to break up a line of similar elevations if the architectural review board requires Mattamy to do so; or (v) to make such minor changes that Mattamy deems appropriate to construct the Home quickly and efficiently. Such alterations may be made without notice to Buyer and without Buyer's consent. Mattamy may construct the Home as drawn on the House Plans, or in reverse, as Mattamy deems most appropriate for the Lot. Dimensions on the Brochure are not exact, and Buyer is not guaranteed that the Home or any particular room or feature will be the same size or location as shown on the Brochure. Buyer should refer to the House Plans and not the Brochure for final layout, features, and dimensions. Buyer understands that the Home is a handcrafted product, and therefore the dimensions of the Home and location of features may also vary slightly from those shown on the House Plans.

i. If the Home cannot be located on the selected Lot on account of dimensions, architectural restrictions, zoning, easements, setbacks or other reason, then Buyer and Mattamy will discuss alternative models and sites. If Buyer and Mattamy agree to site the Home on another Lot, then Buyer will pay the difference or receive a discount if the value of the replacement Lot is more or less than the value of the original Lot. Values will be determined by Mattamy's current price sheet at the time of substitution. If Buyer and Mattamy select an alternative model for construction on the original Lot, then Buyer and Mattamy will sign a new Contract to reflect the pricing for the new model and all applicable options, but Mattamy will waive any change fees. If Buyer and Mattamy cannot agree on an alternative within **30** days after Mattamy notifies Buyer that the Home cannot be built on the Lot, then either party may terminate this Contract by delivering notice to the other party, and the Earnest Money will be refunded to Buyer.

ii. Seller unconditionally commits to completing the Home within two (2) years from the date that Buyer fully executes this Contract and shall use commercially reasonable efforts to permit and commence construction of the Home within sixty (60) days of the Effective Date of this Contract. If within sixty (60) days of the Effective Date, Seller has been unable to obtain a building permit from the applicable local government for the Home, then in such event and due to the delays in permitting and increasing construction costs, the price of the Home may be subject to a price increase as more specifically provided for herein. In such event, Seller shall (a) notify Buyer that a price increase shall be applicable, and (b) calculate the amount of the purchase price increase by determining the cost of the materials and labor on the date that the Buyer executed the Contract and compare those costs to the cost of materials and labor for the Home on the date that the drywall materials are completed within the Home. Any price increase shall only be applicable if the Seller's cost of construction of the Home in the community increases by more than seven and one-half percent (7.5%) from the cost to Seller to construct the Home as of the Effective Date of the Contract. Cost of construction shall only include Seller's actual costs for labor, materials, impact fees, supplies, engineers and contractors and shall not include builder profit, overhead or any other items. Seller shall within ten (10) days after drywall completion notify the Buyer of the increased Purchase Price (if at all) and shall deliver in writing to Buyer the known cost increase amount from the Effective Date of Contract to the date of drywall completion set forth in an amendment to this Contract. Buyer shall have the right for seven (7) days, upon receipt of said amendment, to give written notice to Seller that it elects to either (y) execute the amendment and pay the increased purchase price, or (z) terminate this Contract, in which event Seller shall refund the Deposit to Buyer and the right and obligations of Buyer and Seller under this Contract shall thereafter cease to be of any further force or effect.

d. Completion, Orientation & Follow-Up. In order to acquaint the Buyer with features, appliances and other improvements to the Home, Mattamy will schedule an orientation of the Home (the "New Home Orientation") with the Buyer prior to the Closing.

i. The New Home Orientation will be scheduled by delivering written or verbal notice to Buyer when the Home is substantially complete. If the Buyer does not attend the New Home Orientation, then Buyer agrees to proceed to Closing without an orientation and accept the Home in the delivered condition. Mattamy may also schedule additional meetings at the Property with the Buyer to review the Home.

ii. Issues may arise during the New Home Orientation, or during other meetings regarding the condition of the Home. In such event,

Mattamy and Buyer will rely upon the construction standards included in or referenced in the Limited Warranty (as defined below) to address the issues. Mattamy, in its arbitrary discretion, may reschedule the Closing Date to allow time for completion or correction, but Buyer will not have the right to delay Closing, reduce the Purchase Price, or escrow funds; provided, however, that nothing herein shall alter or amend Mattamy's 2-year completion obligation under Section 4(b) of these *Contract Terms*. Any issues requiring correction or completion which are not addressed by the Closing will be covered as warranty matters in accordance with the Limited Warranty.

e. **Use of Third Party Builder.** Buyer agrees that Mattamy may either construct the Home or hire one or more licensed contractors (an "Affiliated Building Company") to construct the Home. If Mattamy uses an Affiliated Building Company, then Buyer agrees that the provisions in the Contract regarding the Property, design and construction of the Home, dispute resolution, and remedies will also apply to the Affiliated Building Company, even though the Affiliated Building Company is not a party to the Contract. In particular, the provisions regarding Contract interpretation, disclaimer of warranties, alternative dispute resolution, remedies, waiver of jury trial, and waivers will also apply and inure to the benefit of the Affiliated Building Company, Mattamy's qualifying agent, and the qualifying agent for the Affiliated Building Company.

f. **Rights Reserved by Seller:** Buyer understands that the Home is not being custom built for Buyer, but rather is one house in a planned Community which will contain many similar houses. Mattamy shall have the right to make such changes in the plans for the Home, and in materials and locations as deemed appropriate. Mattamy also reserves the right to make changes to the design of the Community and in the plans for all Community improvements including, but not limited to, plans and specifications or the elevations of homes hereafter to be constructed within the Community. Mattamy reserves the right to sell lots to other builders, to rent or lease homes, and to change the zoning or planned use of other property in the Community or surrounding property. Development plans for the Community may be amended or changed from time-to-time to provide for among other things, changes in land use, improvements, street patterns, setbacks, the type, number, style and prices of homes, lot sizes and configurations, densities, and amenities. Mattamy or its affiliates may annex into the Community additional lands not currently described in the Declaration (defined below) or withdraw from the Community property currently described in the Declaration. This annexation or withdrawal may or may not require the consent of certain owners of lots in the Community. The plans for the Community and any master development which encompasses the Community may be periodically updated and remain subject to change. Buyer understands that no statement of any representative of Mattamy regarding the planned use of property in or adjacent to the Community should be understood by Buyer or anyone as a warranty or promise regarding any future development plans for such property, and no such statement will limit or affect Mattamy's right to change zoning, land use or its development plans in the future. Buyer waives all claims, including claims for damages and costs against Mattamy, its managers, partners and other affiliates, and all of their respective officers, directors, shareholders, employees and agents as a result of any changes to the zoning, land use or development plans for the Community or for adjacent properties or for the annexation into or withdrawal of land from the Community.

5. **Construction Management & Safety.** Buyer understands that the Property will not be suitable for Buyer to visit during construction due to the dangers inherent in an active construction site. Buyer agrees that Buyer is not allowed on the Lot or in the Home prior to Closing without Mattamy's permission, and then only if Buyer makes a prior appointment. Mattamy may limit Buyer's visits or not permit any visits at all by Buyer. The same restrictions apply to Buyer's family and to anyone else hired by Buyer or associated with Buyer. If Mattamy does allow Buyer to visit the Property, Buyer agrees Buyer will not interfere with the construction in any way. This means that Buyer may not (i) interfere with the activities of any of the workers; (ii) issue any instructions, or directions; or (iii) make any installations, decorations, or other improvements or permit anyone else to do so on Buyer's behalf. If Buyer wants to bring anyone onto the Property (whether before, after, or during the New Home Orientation or other on-site meetings) with Buyer or in Buyer's place to inspect the Home, then prior to any inspections Buyer will obtain Mattamy's prior approval, present Mattamy with proof that the inspector is appropriately licensed, and that the inspector carries worker's compensation insurance (exemptions not being acceptable), and carries liability insurance with single limits coverage of at least **$500,000**, and furnish any additional information requested by Mattamy. Buyer will wait until after Closing to make any improvements, install any appliances, wiring, fixtures or decorations, or move any of Buyer's possessions onto the Property. For example, Buyer may not pre-wire security systems, speakers, or computer wiring, nor may Buyer paint any surfaces or add any flooring, landscaping, or ceiling fans. If Buyer violates this prohibition Buyer understands that Mattamy may remove or destroy anything Buyer installs or leaves at the Property and Mattamy will not owe Buyer any money for the value of what is removed or destroyed. Buyer will also be required to pay Mattamy, on demand, any costs Mattamy incurs for Buyer's violation of this prohibition. If Buyer does not immediately pay Mattamy such costs, Buyer will be in default. In all events, Buyer indemnifies and holds Mattamy harmless from any loss, injury or damage (including death) to Buyer or to anyone coming onto the Property with Buyer or at Buyer's request or direction, or from damage to their possessions and from any injury or damage to the Property or to other persons at the Property. Buyer indemnifies and holds Mattamy harmless from any and all losses Mattamy may suffer by or related in any way to such entry including, notwithstanding the provisions of Section 14 of these *Contract Terms*, attorneys' fees and costs through appeal. This indemnity and release will also apply to the Affiliated Building Company if applicable.

6. **The Closing.** Prior to or upon Completion of the Home, Mattamy will schedule a date and time for Buyer to complete payment of the Purchase Price, for Buyer and Mattamy to exchange documents to complete the purchase of the Property, and if Buyer is obtaining a Mortgage Loan for Buyer to sign the loan documents. This event is referred to as the "Closing." The time and date Mattamy designates for the Closing is referred to as the "Closing Date." Because Mattamy has agreed to give Buyer a Closing Cost Contribution (if applicable per the terms of the Contract), Mattamy will also select the lawyer or title company (the "Closing Agent") to conduct the Closing and act as the settlement agent. If the Closing Agent is a lawyer, Buyer understands that the Closing Agent may also be Mattamy's attorney on this or other matters. Buyer agrees that the Closing Agent may be owned by or affiliated with Mattamy and that Mattamy may receive a rebate of title charges as permitted by law.

Prior to Closing, Buyer and Mattamy will be responsible for fulfilling the following obligations:

a. **Estimated Closing Notice.** Mattamy will send Buyer a notice that construction is nearing Completion at least **20** days prior to the estimated Closing Date (the "Estimated Closing Notice"). The Estimated Closing Notice will identify the Closing Agent, place of Closing, and the Closing Date. The Closing Date may change. Buyer may not delay Closing if Mattamy fails to timely send the Estimated Closing Notice.

b. **Hazard Insurance.** Buyer will apply for a hazard insurance policy. Buyer shall notify Mattamy and the Closing Agent of the name of the insurance agency, the quoted premium, and the binder number no later than **18** days prior to the Closing Date.

c. **Flood Insurance.** Buyer acknowledges that the Property may be in a flood zone that could require flood insurance to be carried by Buyer. When evaluating the Property, Buyer should consult with one or more flood insurance carriers to learn if there is a flood risk for the Property, investigate the availability of flood insurance, and determine the current and future anticipated cost of flood insurance. For more information, Buyer should contact the Mortgage Lender, if any, Buyer's insurance agent and read the information available at the following website address: https://www.fema.gov/national-flood-insurance-program/. Flood zone designations may change from time to time and Buyer should not rely on oral representations as to the flood zone status of the Property and should visit www.fema.gov and/or the county or city flood map website where the Property is located. Mortgage lenders will typically require the issuance of flood insurance as a requirement for financing, which insurance must be present at Closing. Mattamy recommends that Buyer protect his/her Home by obtaining proper insurance coverage. It is possible, however, for Buyer to submit documentation to the Federal Emergency Management Agency ("FEMA") to have the Home re-classified by FEMA, whereby the Mortgage Lender may have the option to waive the requirement of flood insurance. Buyer is solely responsible for the submission to FEMA for such re-classification and any and all expenses related to such submission. Further, Buyer acknowledges and understands that the waiver of flood insurance is at the sole discretion of the Buyer's Mortgage Lender, if any. Mattamy makes no representation or warranty regarding the Buyer's need for flood insurance. Buyer should consult with their lender to determine the necessity for flood insurance.

d. **Final Closing Notice.** Mattamy will notify Buyer (the "Final Closing Notice"), and thereafter the Mortgage Lender will provide the Closing Disclosure in writing at least **3** business days prior to the date selected by Mattamy. The Final Closing Notice may be given in writing or verbally.

e. **Bank Wire Instructions.** Mattamy or the Closing Agent will furnish Buyer with bank wire instructions for payment of the balance of the Purchase Price.

At the Closing, Buyer and Mattamy will be responsible for fulfilling the following obligations:

f. **Attendance.** Each Buyer will attend the Closing in person. Buyer may use a power of attorney only with Mattamy's prior written consent and the prior consent of the Mortgage Lender if Buyer is obtaining a Mortgage Loan. Buyer will bring photo identification with Buyer which meets the

requirements of Chapter 117 Florida Statutes for notary acknowledgement. Mattamy may either appear in person or make arrangements for delivery of the Deed and other closing documents by escrow with the Closing Agent. The location of Closing will be at the offices of the Closing Agent even if Buyer chooses to use a different party to furnish title insurance or represent Buyer.

g. **Payment of the Purchase Price.** Buyer will pay the balance of the Purchase Price at Closing. Buyer will make payment by wiring funds into the Closing Agent's designated bank account. Buyer must initiate the bank wire early enough so that the funds are received at least **2** hours before the scheduled time of closing on the Closing Date. This means Buyer may have to initiate the bank wire the day prior to the Closing Date. Buyer is responsible for assuring that the entire balance of the Purchase Price is paid at Closing whether or not Buyer's Mortgage Lender is able to fund the Mortgage Loan, however, if Buyer is using Mattamy Home Funding, Buyer may have the opportunity to reschedule Closing in accordance with the procedures described below.

h. **Documents.** The Closing Agent will prepare the documents for Buyer and Mattamy to sign. Mattamy will sign the Deed and the affidavits required to meet title insurance underwriting requirements, and to comply with the Foreign Investment in Real Property Tax Act (FIRPTA). Buyer will sign all documents required by the Closing Agent and, unless this is a cash purchase, Buyer will sign all documents required by the Mortgage Lender.

i. **Expenses & Closing Cost Contribution.** Buyer has the right to select any lawyer or title insurance agency of Buyer's choice to provide title insurance and closing services and represent Buyer at Closing. Buyer shall furnish the name of the lawyer or title insurance agency that Buyer selects within 14 days after the Effective Date. If Buyer does not furnish the name of a lawyer or title insurance agency within 14 days after the Effective Date, Buyer will be deemed to have selected Mattamy Homes Title Agency, LLC ("MHTA"), regardless of who is paying for title insurance. If Buyer utilizes a mortgage lender other than Mattamy Home Funding, and a title company other than MHTA, Buyer will be responsible for paying for all closing costs and title insurance subject to the provisions of Section 4 of the Home Purchase Agreement. **In the event Buyer elects to utilize both Mattamy Home Funding and MHTA, Mattamy agrees to contribute funds up to the amount of the Closing Cost Contribution** (as defined in Section 4 of the Home Purchase Agreement) to be applied as a credit at Closing towards the Buyer's closing costs and title insurance. **Buyer will remain responsible for paying all other closing costs.** The Closing Cost Contribution will be calculated on the Purchase Price as reflected on the Closing Disclosure. The Closing Cost Contribution will not be adjusted on account of any profit Mattamy, MHTA or Mattamy Home Funding may earn on the title insurance or Mortgage Loan. Buyer may not use the Closing Cost Contribution for (i) pre-paid items (i.e.: hazard insurance or interest); (ii) escrow account set-ups; (iii) attorneys' fees (other than for the designated Closing Agent); or (iv) for any cost prohibited by the party making the Mortgage Loan. Mattamy will not owe Buyer any money if Buyer does not use the entire Closing Cost Contribution.

j. **Prorations.** Buyer and Mattamy agree to split the ad valorem property taxes and any applicable private assessments assessed against the Property for the year of the Closing. This is sometimes called "proration." Taxes are assessed on a calendar year beginning on January 1 of each year and ending on December 31 of the same year. If taxes for the current year are unpaid at time of Closing, then Mattamy will give Buyer a credit equal to the applicable taxes multiplied by the number of days from January 1 through the Closing Date divided by 365. If the tax bill is not final by the Closing Date, then Mattamy will estimate the tax bill and the proration will be based upon the maximum available discount for early payment (or otherwise based on the minimum tax bill if penalties rather than discounts apply in a given jurisdiction. If Mattamy has already paid the tax bill by the Closing Date, then in addition to the Purchase Price, Buyer will pay Mattamy in cash at Closing an amount equal to the applicable taxes paid by Mattamy or on Mattamy's behalf multiplied by the number of days from the Closing Date until December 31 and divided by 365. In either event, if the estimated or paid taxes are assessed against a parcel of land larger than just the Lot, Mattamy will determine an equitable allocation amongst all of the subject lands. Private assessments will be similarly prorated based upon the applicable fiscal period and the Closing Date.

k. **Delayed Closing.** If Buyer is unable to close on the Closing Date, Mattamy has two choices (i) Mattamy may declare Buyer to be in default; or (ii) Mattamy may, at Mattamy's complete and arbitrary discretion, give Buyer a second chance to close. If Mattamy gives Buyer a second chance to close, (a) Mattamy will set a new Closing Date either by giving verbal notice to Buyer or Buyer's real estate agent, or Mattamy may give formal notice in the manner established for setting the original Closing Date; (b) Mattamy may require that Buyer sign a document acknowledging Buyer's responsibility for failing to close on the original Closing Date, waive any financing contingency, and waive any claim to the Earnest Money or the Property if Buyer fails to close on the new Closing Date; (c) Mattamy may require Buyer to pay all costs and expenses incurred in rescheduling the Closing Date; and (d) Mattamy may also charge a Closing Extension Fee. The "Closing Extension Fee" will be the amount of (x) **$500 per day** for each day of delay from the original Closing Date; and (y) **$5,000** if the new Closing Date is not in the same calendar month as the original Closing Date in addition to the per day delay charge. Mattamy, in its discretion, may increase or decrease the Closing Extension Fee it will charge the Buyer as a condition for rescheduling Closing. Notwithstanding, if Buyer has been approved by Mattamy Home Funding and chooses to use Mattamy Home Funding for Buyer's Mortgage Loan, then unless the delay is caused by Buyer, if Mattamy Home Funding is unable to fund Buyer's Mortgage Loan on the original Closing Date, Mattamy agrees that Mattamy will give Buyer a second chance to close and will reschedule Closing in accordance with the preceding method, except that Mattamy will not charge Buyer the Closing Extension Fee. If on the second Closing Date Buyer is still unable to close, Buyer will be in default. All Closing Extension Fees will be payable at the time the extension is granted.

l. **Payment & Delivery of Possession.** Closing will not be complete until all of the funds due from Buyer (including loan proceeds from the Mortgage Lender) have been received by the Closing Agent. If there are any conditions imposed by Buyer or the Mortgage Lender limiting the Closing Agent's ability to disburse funds to Mattamy, payment will not be complete until the conditions are waived or satisfied. Buyer may not occupy or move any possessions onto the Property, nor will Buyer receive keys, pass codes or garage door openers until funding is completed.

7. **Real Estate Brokers.** Mattamy understands that Buyer may use the services of any real estate broker or agent licensed to do business in Florida to assist Buyer in Buyer's purchase. **SELLER SHALL NOT PAY ANY COMPENSATION TO A REAL ESTATE BROKER OR AGENT OR MAKE A CONCESSION TO A BUYER TO PAY A REAL ESTATE BROKER OR AGENT UNLESS (1) BUYER AND REAL ESTATE BROKER OR AGENT HAVE AN ACTIVE, BINDING AND CURRENT AGREEMENT REGARDING PAYMENT OF COMMISSION ("BUYER-BROKER AGREEMENT") IN FULL FORCE AND EFFECT ON OR PRIOR TO THE DATE OF BUYER'S INITIAL TOUR OF THE COMMUNITY (WHETHER VIRTUALLY OR PHYSICALLY) AND ON THE DATE OF CLOSING OF THE HOME AND BUYER AUTHORIZES SELLER TO PAY BROKER'S COMMISSION IN WRITING ON THE DATE OF CLOSING, AND (2) THE REAL ESTATE BROKER OR AGENT AND BUYER EXECUTE MATTAMY'S BROKER COMMISSION ADDENDUM IN CONJUNCTION WITH EXECUTION OF THIS CONTRACT.** If a brokerage fee is due to a real estate broker or agent and Buyer and said broker/agent have not together followed the above procedures, then Buyer shall be responsible for paying the real estate broker or agent's commission fees/compensation at Closing at Buyer's sole cost and expense, and by execution of this Contract Buyer does hereby indemnify and hold Mattamy harmless for any loss, cost, damage, fee, or commission owed or allegedly owed to any agent/broker not in compliance with this Section. Mattamy will only recognize a single real estate broker as the party entitled to a commission. The total commission payable will be as specified in the *Broker Commission Addendum*. A real estate broker or agent assisting Buyer who is properly registered according to these procedures is referred to as the "Cooperating Broker."

8. **Financial Assurances by Buyer.**

a. **Application with Mattamy Home Funding.** Buyer agrees that within **5** days of the Effective Date, Buyer will submit a loan application online with Mattamy Home Funding, unless Buyer is purchasing the Home without any mortgage financing and demonstrates to Mattamy that Buyer has sufficient funds available to pay the Purchase Price without a loan. This application does not obligate Buyer to use Mattamy Home Funding, and Buyer has the choice to obtain the Mortgage Loan from Mattamy Home Funding or from any other party. Buyer understands that as part of the application process Mattamy Home Funding will procure a credit report on Buyer which may affect Buyer's credit score. Buyer understands that Mattamy Home Funding may be owned by or affiliated with Mattamy. Buyer acknowledges receipt of an Affiliated Business Disclosure Statement which describes Mattamy's association with Mattamy Home Funding.

b. **Financing Contingency - Duty to Apply, Loan Terms**. Unless the Contract is checked as being subject to financing then Buyer must close for cash whether or not Buyer chooses to obtain a loan, and if Buyer cannot obtain a loan and fails to close then Buyer will be in default. Buyer agrees that the financing contingency will be satisfied if Buyer is approved for a Mortgage Loan with approval conditions. Buyer understands that the actual terms,

interest rate, and monthly payment will vary depending on Buyer's credit score, down payment, and market conditions which are beyond the control of Mattamy.

c. Duty to Cooperate with Mortgage Lender and Maintain Credit Rating. Buyer agrees to diligently complete and finalize the full loan application process by furnishing to the Mortgage Lender all requested documents within **10** business days following the Effective Date. Buyer agrees to promptly respond to all requests of the Mortgage Lender for information, and promptly sign and return all documents requested by the Mortgage Lender. Any response not completed within **5** days after request will not be considered prompt. Buyer further agrees to pay all application, appraisal and processing fees required for the loan application understanding that such fees are not refundable.

d. No Adverse Action. Buyer agrees to diligently pursue the satisfaction of all conditions set forth in the Loan Approval and agrees to maintain the validity of the Loan Approval from the date obtained by Buyer until the Closing. Further, Buyer agrees not to take any action (or fail to act), the consequence of which might adversely affect Buyer's loan application or Loan Approval, or delay Closing. Buyer's duty of cooperation extends to handling Buyer's credit and finances in a responsible manner from the Effective Date through Closing. This means that Buyer will not make any major purchases, borrow any money, quit Buyer's job, pay any bills beyond their due date or otherwise impair Buyer's credit rating or financial status. At any time after the Loan Approval, Mattamy may request that Buyer provide Mattamy with reasonable proof that Buyer's Loan Approval remains valid so that Buyer will be able to obtain the loan(s) on the date Mattamy reasonably anticipates that the Closing will occur (e.g. a letter from Buyer's Mortgage Lender). Buyer shall provide Mattamy with such proof within 5 business days of Mattamy's request. Notwithstanding any other provision to the contrary, if due to (a) Buyer's failure to timely cooperate, (b) the failure of Buyer's spouse to cooperate, or (c) impairments in Buyer's credit rating occurring after the Effective Date, (i) Buyer is not approved for a Mortgage Loan, (ii) approval for the Mortgage Loan is withdrawn by the Mortgage Lender, or (iii) the Mortgage Lender fails to close the Mortgage Loan, then Buyer will not have the right to terminate the Contract due to lack of financing, and in such event Buyer will either (x) close for cash without a Mortgage Loan, or (y) be in default.

e. Marital Status. If Buyer is married (now or prior to Closing) and Buyer's spouse fails to cooperate as required by the Mortgage Lender, Mattamy may consider the spouse's failure to cooperate as a default by Buyer whether or not Buyer's spouse is a party to the Contract. If married and Buyer's spouse is not a party to the Contract, then Buyer agrees to procure and deliver a written statement (on Mattamy's designated form) signed by Buyer's spouse that he or she will sign the mortgage and otherwise fully cooperate in the purchase of the Property and procurement of the Mortgage Loan, and if Buyer fails to do so within **10** days after request, then Buyer will be in default.

f. Financing Contingency - Mattamy Home Funding. If Buyer elected to obtain the Mortgage Loan from Mattamy Home Funding, then (subject to Section 8(c)) Mattamy Home Funding must provide Buyer with an approval for the Mortgage Loan ("Loan Approval") within **45** days of the Effective Date, which date may be extended by Mattamy, in its discretion. Mattamy or Buyer (subject to Section 8(c)) may also terminate the Contract if Mattamy Home Funding revokes the Loan Approval. Buyer's right to terminate will expire **10** days after receipt of notice from Mattamy Home Funding that the previously Loan Approval has been revoked or withdrawn. If Buyer fails to timely terminate, then Buyer will proceed to Closing in cash without a financing contingency.

g. Financing Contingency - Other Mortgage Lenders. If Buyer elected to obtain the Mortgage Loan from a Mortgage Lender other than Mattamy Home Funding, then Buyer, within **30** days of the Effective Date, must notify Mattamy that (i) Buyer has been approved for the Mortgage Loan and furnish Mattamy with written loan approval; or (ii) Buyer has not been approved for the Mortgage Loan and furnish Mattamy with proof of timely application and all communications from the Mortgage Lender in response to the application to evidence the denial of credit. The notice due from Buyer (including the required enclosures) regarding loan approval or denial is called the "Loan Notice." If the Loan Notice confirms Buyer's approval then the parties will proceed to Closing according to the terms of this Contract; however, if the Loan Notice shows that Buyer was denied, Buyer shall apply with another Mortgage Lender selected by Mattamy in the manner described below. If Buyer fails to timely deliver the Loan Notice to Mattamy, then Mattamy may treat the failure as (i) a default by Buyer, or (ii) as a waiver of the financing contingency.

- **i. Loan Approval.** For the purposes of the Loan Notice, written approval from a Mortgage Lender must be delivered from a federally insured bank, credit union, licensed mortgage lender, or licensed mortgage broker for the full amount of the Mortgage Loan specified on the *Home Purchase Agreement* without conditions (i) which Buyer (in Mattamy's reasonable judgment) cannot fulfill by the time of Closing, (ii) for the sale or closing of existing property, (iii) requiring the guaranty of any person other than Buyer, (iv) for additional underwriting or credit approval, or (v) not typically included on similar approvals. However, Mattamy may, in its arbitrary discretion, accept evidence of loan approval with such conditions.
- **ii. Loan Denial.** If the Loan Notice evidences denial of the Mortgage Loan, Buyer must follow these procedures:
  - (1) If Buyer has already applied for and been approved for a Mortgage Loan by Mattamy Home Funding, Buyer must accept the Mortgage Loan from Mattamy Home Funding or furnish evidence to Mattamy that Buyer has sufficient cash to close without financing. If Buyer fails to do so within **5** days after delivery of the Loan Notice, Buyer will be in default.
  - (2) If Buyer has not already applied for and been denied for a Mortgage Loan by Mattamy Home Funding, , but without limiting its obligations hereunder to do so, then Buyer must (i) make application to a Mortgage Lender selected by Mattamy within **5** days after delivery of the Loan Notice and if approved accept the Mortgage Loan, or (ii) furnish evidence to Mattamy that Buyer has sufficient cash to close without financing. If Buyer fails to (i) timely make application, and timely (within **5 days**) accept the Mortgage Loan from Mattamy's designated Mortgage Lender; or (ii) elect to close for cash, then Buyer will be in default. However, if Buyer fails to be approved for a Mortgage Loan from the new Mortgage Lender within **30** days of application, then either Mattamy or Buyer (subject to Section 8(c)) may terminate the Contract.

h. Failure of Loan to Fund. If Buyer has obtained a Loan Approval but thereafter (A) Buyer's Loan Approval is terminated or rescinded and Buyer is unable to obtain and deliver a replacement Loan Approval within such time as Mattamy may allow for such purpose, (B) Mortgage Lender for any reason declines to fund the Loan to Buyer, or (C) Buyer is unable or unwilling to obtain the Loan that is the subject of the Loan Approval or any substitute Loan Approval (including, without limitation, as a result of an increase in interest rates or Mortgage Lender costs or as a result of an allowable delay in construction of the Home and/or Closing), THEN BUYER SHALL BE DEEMED TO BE IN DEFAULT UNDER THIS CONTRACT, AND, AFTER NOTICE, MATTAMY MAY EXERCISE ALL OF ITS RIGHTS AND REMEDIES UNDER THIS CONTRACT, INCLUDING THE RIGHT TO RETAIN ANY DEPOSIT, AND ANY OTHER AMOUNTS PAID BY BUYER TO MATTAMY. With respect to VA guaranteed loans only, Buyer will receive a refund of the Deposit if Buyer's Loan Approval is terminated by the Lender for any reason. If Buyer fails to close on the Closing Date scheduled by Mattamy due to changes in financing, Mattamy may, in its sole discretion, charge Buyer a Closing Extension Fee as otherwise provided in this Contract.

i. Authorization. Buyer authorizes the Mortgage Lender, its employees and representatives to communicate with Mattamy and Mattamy's employees regarding Buyer's Mortgage Loan in all respects. Buyer directs the Mortgage Lender to furnish Mattamy with copies of all documents Buyer sends them (including, for example, Buyer's loan application and financial information) and to furnish Mattamy with copies of all documents they send to Buyer (including, for example, notice of loan approval and denial). By signing the Contract, Buyer directs the Mortgage Lender to share all such information with Mattamy for a period of time beginning with the Effective Date and ending **2** years after the Effective Date. Buyer understands that Buyer may revoke this permission only in writing sent to the Mortgage Lender handling Buyer's Mortgage Loan, and that such revocation will (i) not apply to any information disclosed prior to receipt to of such revocation; and (ii) will constitute a default by Buyer under the Contract. Buyer indemnifies and holds the Mortgage Lender harmless from any liability or loss they may suffer in reliance on this authorization including attorneys' fees and costs.

j. Financial Assurances. Buyer agrees to provide Mattamy any assurances Mattamy may request that Buyer will be able to close the purchase of the Property with the Mortgage Loan if contingent on financing, or by cash if not contingent, or if the contingency is waived. This means Buyer must be able to prove that Buyer has the funds necessary to pay the Purchase Price and Closing Costs. Buyer will furnish any information requested by Mattamy within **5** days of request, but in any event at least **20** days prior to Closing. If Buyer fails to timely furnish the requested information to

Mattamy, or if Buyer does furnish the information Mattamy requested but Buyer is unable to demonstrate Buyer's ability to perform, Buyer will be in default. For cash purchases, or where Mattamy has reasonable concerns that approval of the Mortgage Loan may be revoked, Mattamy may require the Buyer to make progress payments to be applied to the Purchase Price at Closing or forfeited by Buyer upon Buyer's default. Such progress payments, if requested, will be according to a schedule furnished to the Buyer and may require Buyer to pay up to 50% of the Purchase Price prior to the Closing Date. If Mattamy (i) believes that the Purchase Price (as adjusted after the Selection Meeting) may exceed the appraised value of the Property, (ii) has reasonable concerns that the amount of the Mortgage Loan may be reduced by the Mortgage Lender, or (iii) believes the options desired by the Buyer will limit the marketability of the Property to other purchasers if Buyer does not close, then Mattamy may require the Buyer to increase the Earnest Money, within **10** days of demand, to an amount not less than the cash which Mattamy believes the Buyer will be required to pay at Closing including any anticipated escrows, pre-paids or closing costs not payable by Mattamy. Mattamy may alternatively permit the Buyer to amend the Contract to build the desired Home on an alternative Lot in the same Community, or in another Community, with adjustments to the Purchase Price, to reflect the pricing applicable to the new location. If the Buyer fails to post the additional Earnest Money, Buyer will be in default.

k. **Sale of Other Property.** Notwithstanding any condition in the loan commitment to the contrary, and unless Seller agrees otherwise in writing, Buyer represents and warrants that this Contract is not and will not be subject to or contingent upon Buyer's selling and/or closing on the sale of Buyer's present residence or other property. Failure to close on the purchase of the Property will constitute a default by Buyer and the remedies available to Seller for Buyer's default under this Contract shall apply.

9. Ownership Interest & Risk of Loss.

a. **Ownership & Subordination by Buyer.** Buyer understands that Buyer has no ownership interest in the Property until Closing. To the extent that the law affords Buyer any vendee's or purchaser's lien or other interest in the Property, Buyer waives same. If such lien or other interest cannot be waived, then Buyer subordinates such lien or other interest to the lien or other rights of any lender making a loan to Mattamy (alone or with others) secured in whole or in part by the Property. This subordination includes any loan in place as of the Effective Date and any new loan or loans made after the Effective Date. Although it is Buyer's intent that this subordination and waiver be self-executing, Buyer will confirm these provisions in writing upon Mattamy's request or upon the request of Mattamy's lender.

b. **Casualty.** If the Property is damaged by fire or other casualty before Closing, Mattamy may either terminate the Contract or make the necessary repairs or replacements at Mattamy's expense. At Closing, the risk of loss transfers to Buyer and Buyer is responsible for any loss or casualty.

10. Title.

a. **Conveyance.** Seller shall convey title to Buyer at Closing by delivery to Buyer of a Special Warranty Deed (the "Deed") describing the Property, which Deed shall convey title to Buyer subject to all matters described in Section 14 of this Agreement. Any such matters omitted from the Deed shall nevertheless be deemed to be included in the Deed. Upon Closing, within the meaning of Florida Statutes § 95.11(3)(c): (1) Buyer shall have actual possession of the Property, (2) all services to be performed under this Contract by Seller shall be deemed completed and fully performed, and (3) this Contract shall be deemed completed.

b. **Marketable Title.** "Marketable" will have the meaning determined by the applicable Uniform Title Standards adopted by The Florida Bar and in accordance with law, except where this Contract specifies a contrary definition. Further, title will be considered marketable notwithstanding any of the following so long as they do not prevent Buyer from maintaining a single-family residence on the Lot or prevent reasonable ingress or egress to the Property: (i) covenants, restrictions, encumbrances, easements; (ii) plat restrictions; (iii) mandatory assessments; (iv) a community development district; (v) minor encroachments over boundary lines; (vi) Buyer's Mortgage Loan; (vii) notice of commencement for the construction of Buyer's Home; or (viii) any other matters. If there are any defects to title caused by Buyer such as broker liens, judgment liens, tax liens or other matters, the title will still be considered marketable despite such defects. If Mattamy is able to cause (subject to payment of the premium by Buyer unless paid from Mattamy's Closing Cost Contribution) a title insurance underwriter in the State of Florida to issue either (i) an owner's policy with a form 9.1 or 9.2 endorsement; or (ii) a mortgage policy with a form 9.0 endorsement, title will be considered marketable regardless of any matters which might otherwise render title unmarketable.

c. **Title Insurance, Title Defects.** Unless Buyer has given notice that Buyer will use the services of an independent title company selected by Buyer, Mattamy agrees to procure a title insurance commitment for an owner's policy (and for a mortgage policy if Buyer is obtaining a Mortgage Loan) from the Closing Agent and deliver it to Buyer at or before Closing. Buyer is responsible to pay for title insurance subject to possible payment from Mattamy's Closing Cost Contribution. If the title commitment shows that marketable title will be vested in Buyer, upon recording of the Deed to Buyer, execution and delivery of the usual affidavits, payment of the premium due the title insurance company, and payment sufficient to release any mortgage liens, that Mattamy intends to pay at Closing, then Buyer and Mattamy will close. If, however, the title commitment shows title not to be marketable, then Buyer must notify Mattamy of any objections Buyer has within **5** days after Buyer receives the title commitment or by time of Closing if Buyer receives the title commitment at Closing or less than **5** days before the Closing Date. If Buyer timely gives Mattamy such a notice of objections and if there are in fact defects which render title unmarketable, then Mattamy agrees to use reasonable efforts to remove the defects and the Closing Date will be extended up to **90** days, provided that the extended date is no later than 2 years after the date that Buyer fully executes this Contract. If Mattamy is unable to correct the defects, Buyer may either terminate the Contract or waive any objections and close. If Buyer timely makes objections but Mattamy determines that such objections are not valid, then Buyer must withdraw Buyer's objections and close or Buyer will be in default. If Buyer desires, Buyer may obtain, at Buyer's expense, a separate title insurance commitment and policy from anyone Buyer selects, but Buyer may not apply Mattamy's Closing Cost Contribution to pay for such cost.

11. Warranties.

a. **Limited Warranty.** Mattamy hereby disclaims any implied warranties on the workmanship and materials incorporated into the Home, and instead at Closing will provide Buyer with a written, limited new home warranty issued by Mattamy or an affiliated company (the "Limited Warranty"). The Limited Warranty will cover certain defects for a specified time as set forth in the Limited Warranty. The Limited Warranty will not cover every matter that Buyer may consider defective, because the matter may be within allowable tolerances accepted by the industry or specified in the Limited Warranty. In such event, the matter may be outside the scope of coverage or otherwise excluded. Buyer's rights will be limited to the express warranties in the Limited Warranty that will be given to Buyer at Closing. A copy of the Limited Warranty is available on the Mattamyhomes.com website; however, Mattamy may choose to issue a different form which may have greater or less coverage than the specimen form. Buyer agrees to accept and abide by the terms of the Limited Warranty delivered at Closing.

b. **One Year Limited Warranty.** Commencing on the Closing Date, Mattamy warrants the Home for the term described in the Limited Warranty. The Limited Warranty is a limited warranty, and coverage is limited to items described in the Limited Warranty. Buyer shall follow Mattamy's warranty claim procedures in addition to the procedures in the Limited Warranty. The Limited Warranty will not cover every matter that Buyer may consider defective, because the matter may be within allowable tolerances accepted by the industry or as may be specified in the Limited Warranty. In such event, the matter may be outside the scope of coverage or the matter may be otherwise excluded. Buyer's rights will be limited to the express warranties set forth in the written Limited Warranty. Before signing this Contract, Buyer is encouraged to review the Limited Warranty thoroughly in order to understand the scope of warranty provided. IT IS UNDERSTOOD AND AGREED THAT MATTAMY'S LIABILITY FOR THE CONSTRUCTION OF THE HOME ON THE PROPERTY, POST-CLOSING, IS LIMITED TO THE REMEDIES PROVIDED IN THE LIMITED WARRANTY. THE LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO MATTAMY'S SALE, AND BUYER'S PURCHASE OF THE HOME AND THE PROPERTY. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING UNDER STATE OR FEDERAL LAW, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY, GOOD AND WORKMANLIKE REPAIR OR GOOD AND WORKMANLIKE CONSTRUCTION, OR HABITABILITY, ARE EXPRESSLY AND IRREVOCABLY DISCLAIMED AND EXCLUDED. As to items not of Mattamy's manufacture, including but not limited to the air conditioner, water heater, refrigerator, range, dishwasher and other appliances, equipment or "consumer products," as defined by the Federal Trade Commission or under federal, state or local law, Mattamy agrees to pass along to Buyer the manufacturer's warranty, without recourse. Buyer acknowledges that prior to Closing Buyer will be provided an opportunity to review the warranties for all consumer products to be included within the Home and realizes that

MATTAMY MAKES NO WARRANTY ON SUCH ITEMS.

c. No Waiver. Buyer understands that no one other than an officer of Mattamy may waive or modify any of the provisions of this section and any attempted waiver, whether verbal or written, will be voidable unless signed by an officer of Mattamy. Buyer has not relied upon any promises that the provisions of this section would not be fully enforced or that there would be any additional warranties in accepting the provisions of this section.

d. Exclusion of Consumer Products. The Home may include consumer products; however, the Limited Warranty will not apply to any appliance, equipment, or other item that is considered a consumer product under the Magnuson-Moss Warranty Act, 15 U.S.C. §1230 et seq. or under any similar law or regulation. Buyer will receive any applicable manufacturer limited warranties on some consumer products. Buyer agrees that Mattamy will not be responsible for repair, replacement or warranty coverage with respect to any consumer products other than as may be explicitly provided in the Limited Warranty. Buyer will look directly to the manufacturers for any warranty claims on the consumer products.

e. Disclaimer of Implied Warranties. Except for the specific limited warranties described above, and to the maximum extent allowed by law:

i. BUYER IS PURCHASING THE PROPERTY "AS-IS";

ii. BUYER WAIVES AND DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS, MERCHANTABILITY, HABITABILITY, OR WORKMANSHIP;

iii. BUYER WAIVES ANY EXPRESS WARRANTIES; AND

iv. BUYER WAIVES MATTAMY'S DUTY TO DISCLOSE TO BUYER ANY LATENT DEFECTS UNKNOWN TO SELLER.

f. Access to Property. Buyer grants Mattamy (and to Mattamy's subcontractors, and material suppliers) an irrevocable right and license to enter into, upon, over, under, or through the Property after the Closing Date for the purposes of completion of construction, repairs, emergency matters, or pursuant to governmental order or other requirements related to the Home, Lot or improvements to the Community. Buyer agrees that the Home, including access to the interior, shall be made available during Mattamy's normal business hours.

12. Publication.

a. Advertising. Buyer agrees that Mattamy may use pictures or depictions of Buyer's Home, in advertising, promotion, and marketing of the Home, the Community, or the company.

b. Recording. This Contract may not be recorded by anyone in the public records. If this Contract is recorded by Buyer or on Buyer's behalf, Buyer will be in default. In any event, Buyer agrees to sign a cancellation and release in recordable form upon demand if this Contract is recorded by anyone, and Buyer irrevocably appoints Mattamy as Buyer's attorney-in-fact to execute such cancellation and release on Buyer's behalf.

c. Confidentiality. Buyer agrees not to share the Contract or discuss the particular terms with anyone except to Buyer's family, the Mortgage Lender, Buyer's attorney, Buyer's financial advisor, or as necessary to comply with Buyer's obligations under this Contract.

d. Intellectual Property Rights. Buyer recognizes that by signing this Contract or closing, Buyer is not acquiring ownership of the plans to Buyer's Home or to any of the marketing materials, designs, or to this Contract itself. The intellectual property rights to such items belong to Mattamy or to the architect or designer of the respective materials. Buyer may not use any of the preceding except in the purchase and ownership of Buyer's Home. For example, Buyer may not use the plans or other materials to build another home or use this Contract as a model for another transaction.

13. Default and Termination.

a. Termination Absent Default.

i. Termination Notice. Various provisions contained elsewhere in the Contract allow either Buyer or Mattamy to terminate the Contract under specified circumstances even if the other party is not in default. Buyer may also be entitled to terminate the Contract by laws applicable to this transaction. In order to exercise this privilege, notice must be given to the other party prior to Closing. This notice is called the "Termination Notice." The Termination Notice must clearly state the sender is terminating the Contract and specify the reason for termination (for example, inability to obtain financing, incurable title defects). Any Termination Notice sent to Mattamy must include the phrase *Termination Notice* in bold type no smaller than the 12-point typeface at the top of the document. Any right to terminate the Contract expires after Closing notwithstanding anything else in the Contract. Buyer understands that unless the Contract actually gives Buyer the right to terminate the Contract, simply sending a Termination Notice does not excuse Buyer from performing any of Buyer's other obligations under the Contract, and if Buyer improperly attempts to exercise a termination right, Buyer will be in default.

ii. Response to Termination Notice. If either Buyer or Mattamy attempts to terminate the Contract by exercising their rights under the Contract, then the other party must object to the attempted termination within **10** days after receipt of the Termination Notice (which meets the requirements of Section 13(a)(i)) of these *Contract Terms* or Buyer and Mattamy may assume that everyone accepts the Contract as terminated. If the parties cannot agree, they must follow the dispute resolution procedures set forth below.

iii. Obligations Upon Termination. If the Contract is properly terminated, absent a default, then Buyer and Mattamy agree that (i) Buyer will sign and deliver a release confirming that the Contract was terminated, waiving any claim or interest in the Property, and releasing Mattamy and the Closing Agent from any claim or obligation to Buyer, and (ii) upon receipt of the signed release, Mattamy will refund the Earnest Money to Buyer. Thereafter, Buyer and Mattamy will be released from all other obligations under the Contract, except those that survive termination.

b. Default.

i. Default by Buyer. Unless either Buyer or Mattamy properly terminates the Contract by exercise of any applicable right to do so, if Buyer does not close the purchase of the Property when Buyer is supposed to or if Buyer fails to comply with any other obligation under the Contract, Buyer will be in default. Mattamy agrees that the first time Buyer is in default, Mattamy will notify Buyer and give Buyer **5** days to cure Buyer's default, but on any subsequent default - whether for the same violation or due to a new violation - Mattamy does not need to give Buyer any warning or chance to cure. After the expiration of any applicable cure periods, Mattamy may exercise Mattamy's any and all remedies for default.

ii. Default by Seller. Unless either Buyer or Mattamy properly terminates the Contract by exercise of any applicable right to do so, if Mattamy does not close the sale of the Property when Mattamy is supposed to, or if Mattamy fails to comply with any other obligation under the Contract, Mattamy will be in default unless Mattamy cures the violation within **30** days after Mattamy receives notice from Buyer specifying every act or omission Buyer claims to violate the Contract. Buyer agrees that Buyer must also send a copy of such notice to Mattamy, Attn: Legal Counsel, 4901 Vineland Road, Suite 450, Orlando, FL 32811, by certified mail return receipt requested or by personal delivery. The **30**-day opportunity to cure will not begin until Mattamy receives both the notice and the required extra copy. After the expiration of any applicable cure periods, Buyer may exercise Buyer's remedies for default described below. The obligation to give Mattamy notice and an opportunity to cure a default will not apply to the obligation to complete the Home within 2 years from the date that Buyer fully executes this Contract.

c. Remedies.

i. Remedies for Buyer's Default.

Before Closing. If Buyer defaults (beyond any applicable cure periods) prior to Closing, then Mattamy shall have the right to terminate this Contract and Buyer will owe Mattamy as liquidated damages an amount equal to twice the required Earnest Money. Such liquidated damages are Mattamy's only remedy as actual damages would be difficult to determine with certainty; such liquidated damages have been

negotiated and agreed upon between Buyer and Mattamy as the best estimate of damages to Mattamy and such damages are not a penalty. After Closing. If Buyer defaults (beyond any applicable cure periods) after Closing, then, subject to the limitations and waivers specified elsewhere in this Contract, Mattamy may recover any actual damages Mattamy suffers. However, Mattamy agrees that the total judgment which may be awarded to Mattamy against Buyer on account of damages, costs and fees may not exceed five percent of the Purchase Price. Mattamy will not seek and cannot recover any punitive damages, any personal injury damages or any consequential damages from Buyer. Mattamy accepts this limitation on Mattamy's rights and understands that if Mattamy's actual damages exceed these limitations, Mattamy will suffer a loss. This limitation is a bargained for limit on the amount that may be awarded to Mattamy in exchange for the limitation on damages that may be obtained against Mattamy.

ii. **Remedies for Seller Default.**

Before Closing. If Mattamy defaults (beyond any applicable cure periods) prior to Closing, then Buyer, using the dispute resolution procedures specified below, may bring an action against Mattamy for specific performance as Buyer's sole remedy. If Buyer wrongfully (as determined by the dispute resolution procedures) brings an action against Mattamy for specific performance, Buyer will be liable to Mattamy for additional liquidated damages in an amount equal to 0.0493% of Purchase Price for each day from the time Buyer commences such action until Buyer dismisses the action, or until the final ruling has been issued and any applicable appeals exhausted, to compensate Mattamy for Mattamy's lost opportunity to market the Property. Notwithstanding the foregoing, Buyer shall be entitled to all remedies under Florida law if Mattamy fails to complete the Home within two (2) years of the date that Buyer fully executes this Contract. After Closing. If Mattamy defaults (beyond any applicable cure periods) after Closing, then, subject to the limitations and waivers specified elsewhere in this Contract, Buyer may recover any actual damages Buyer suffers. In determining Buyer's damages, Buyer must reduce Buyer's claim by any compensation Buyer receives or is entitled to receive from any third-party such as, for example, Buyer's homeowner's insurance underwriter or from the party issuing the Limited Warranty described below. Accordingly, Buyer may not bring any claim until Buyer has exhausted all insurance claims and warranty claims. Buyer agrees that the total judgment which may be awarded to Buyer against Mattamy (and/or the third-party Builder) on account of damages, costs and fees may not exceed five percent of the Purchase Price. Buyer will not seek and cannot recover any punitive damages, any personal injury damages (for example, without limitation, emotional distress or toxic mold claims), or any consequential damages (for example, without limitation, lost use, rental cost of other accommodations, moving costs, stigma, or diminution) from Mattamy. Buyer accepts this limitation on Buyer's rights and understands that if Buyer's actual damages exceed these limitations, Buyer will suffer a loss. This limitation is a bargained for limit on the amount that may be awarded to Buyer as a material inducement for Mattamy agreeing to sell the Property to Buyer.

d. Disbursement of Funds. Mattamy may disburse any money due Buyer by payment to any Buyer, Cooperating Broker, the person or party from whom Mattamy received the Earnest Money, or to Buyer's attorney. Any such payment will be deemed paid to Buyer. If there is any Dispute as to who is entitled to receive the money, Mattamy may either make payment to one or more of the parties as provided in the preceding sentence, delay making payment until any conflicting claims are resolved, or interplead any money due Buyer, deducting the fees and costs Mattamy incurs in such action.

14. Dispute Resolution. The parties to this Contract specifically agree that this transaction involves interstate commerce and that any Dispute shall be submitted in the manner as provided in this Section 14. "**Disputes**" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Contract, the Property, the Community, the design or construction of the Home, the improvement, development or maintenance of the Lot or Community or any dealings between Buyer and Mattamy; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Mattamy or Mattamy's representative; (3) relating to personal injury or property damage alleged to have been sustained by Buyer, Buyer's children or other occupants of the Property, or in the Community; or (4) issues of formation, validity or enforceability of this Section. Buyer has executed this Contract on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose. If a court determines that the procedures or limitations in Section 14 are not applicable to all parties in a dispute or to all disputed matters, then the procedures and limitations which are not invalidated shall still apply to all parties except any party explicitly found not to be subject to the provisions of this Section. Buyer agrees that any individual claims Buyer may wish to assert against Mattamy or qualifying agent must also be brought under these dispute resolution procedures. Any persons or parties related or associated in any way to Mattamy may also require Buyer to follow these dispute resolution procedures whether or not they have signed the Contract and regardless of whether Buyer brings action against Mattamy.

a. Dispute Resolution For Disputes Arising Before Closing. Section 14.a. shall be the exclusive and mandatory means for resolving any pre-Closing Dispute, or other disputes by and between the Buyer and Mattamy or any entity affiliated with Mattamy. Notwithstanding the preceding, in the event the Dispute is subject to the notice requirements of Chapter 558 Florida Statutes then the procedures in **Section 14.b.** and not **Section 14.a.** shall apply.

i. **Notice & Opportunity to Cure.** Before taking any action on any Dispute under this **Section 14.a.**, the party seeking to engage in a dispute resolution proceeding must first give the other party notice and an opportunity to cure pursuant to **Section 13(b)** of these *Contract Terms*.

ii. **Resolution by Judge. Any Disputes not resolved pursuant to Section 13(b) will be resolved by the court with jurisdiction where the** Property is located.

b. Dispute Resolution For Disputes Arising After Closing: Chapter 558 and Mandatory Mediation and Arbitration. Section 14.b. shall be the exclusive and mandatory means for resolving any Dispute brought after Closing, or any other disputes by and between the Buyer and Mattamy or any entity affiliated with Mattamy. Such Disputes shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §1 et seq.) and not by or in a court of law or equity. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen.

i. **§558.005, Florida Statutes - Notice of Alternative Method to Resolve Construction Disputes**.

CHAPTER 558 - NOTICE OF CLAIM

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES

To the extent all or any portion of a Dispute between Buyer and Mattamy is covered by Chapter 558, Florida Statutes, Buyer and Mattamy agree that as a condition precedent to commencement of any mediation or arbitration in accordance with this Section, Buyer and Mattamy will try to resolve any Dispute(s) or any portion thereof using the procedures specified in Chapter 558 Florida Statutes.

ii. **Mediation.** Any and all mediations commenced by any of the parties to this Contract shall be filed with and administered by the American Arbitration Association or any successor thereto ("**AAA**") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or

more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

iii. **Binding Arbitration.** If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds $250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. Notwithstanding anything in the AAA Home Construction Arbitration Rules or the AAA Construction Industry Arbitration Rules, unless otherwise available at law, each party shall be responsible for their own attorneys' fees and costs during any arbitration proceeding regardless of which party prevails.

iv. **Validity.** The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. Buyer and Mattamy further agree (1) that any Dispute involving Mattamy's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Mattamy may, at its sole election, include Mattamy's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

c. Estoppel. To the fullest extent permitted by applicable law, Buyer and Mattamy agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Buyer and Mattamy further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

d. Scope. Mattamy and Buyer intend that the scope of this dispute resolution Section 14 be broadly interpreted. The provisions of this Section apply not only to Buyer and Mattamy, but also to anyone connected in any way to Buyer and Mattamy. For example, these provisions apply to Mattamy's affiliated companies or entities, contractors, sub-contractors, sub-sub-contractors, material suppliers, employees, officers, agents, and representatives; to all real estate brokers and agents, to Buyer's family, Buyer's heirs, successors and assigns; and to anyone who has any claim arising by or through Buyer.

e. Fees and Costs. Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any action, proceeding, mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

f. Buyer may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

g. Mattamy supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

i. Notwithstanding the requirements of arbitration stated in Section 14.b of this Contract, Buyer shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

ii. Any mediator and associated administrative fees incurred shall be shared equally by Mattamy and Buyer; however, Mattamy and Buyer each agree to pay for their own attorneys' fees and costs.

h. Notwithstanding the foregoing, if either Mattamy or Buyer seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

i. BUYER AND MATTAMY AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON A CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS MATTAMY FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN THIS SECTION 14.

15. Other Dispute Resolutions. Notwithstanding the parties' obligation to submit any Dispute to mediation and arbitration in Section 14.b., in the event that a particular dispute is not subject to the mediation or the arbitration provisions, then the parties agree to the following provisions: BUYER ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS CONTRACT ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. BUYER AND MATTAMY AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. BUYER AND MATTAMY HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL. MATTAMY HEREBY SUGGESTS THAT BUYER CONTACT AN ATTORNEY OF BUYER'S CHOICE IF BUYER DOES NOT UNDERSTAND THE LEGAL CONSEQUENCES OF EXECUTING THIS CONTRACT.

16. Disclosures and Statutory Requirements.

a. **16 CFR §460.16 - What new home sellers must tell new home buyers regarding Insulation.** Pursuant to Title 16, Chapter I, Section 460.16 of the Code of Federal Regulations, the insulation that is or will be installed in the Home where conditioned space meets unconditioned space is as follows and will, according to the manufacturer, yield the R-values stated:

Location	Type	Thickness	R-Value
Exterior Walls	Insulative Foil	NA	R4.1
Other Walls	Fiberglass Batts	3.5"	R11/R13
Ceilings	Fiberglass Blown	10" / 12"	R30/R38
Non-slab floors (if applicable)	Fiberglass Batts	3.5"	R11/R13
Roof	Fiberglass Batts	10" / 12"	R30/R38

If so indicated above, fiberglass (also known as glass wool) is/will be used for insulation in the Home. The U.S. Department of Health and Human Services ("HHS") has listed fiberglass as a substance "which may reasonably be anticipated to be a carcinogen." This listing identifies substances selected for further study because of their potential carcinogenic risk but is not an assessment by HHS that there is a casual connection between fiberglass and human cancer. The listing does not establish that fiberglass presents a risk to persons in their daily lives.

b. **§489.1425, Florida Statutes - Florida Homeowners' Construction Recovery Fund. PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE** FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: Division of Professions, Construction Industry Licensing Board (850)487-1395; 2601 Blair Stone Road, Tallahassee, FL 32399-0783.

c. **§404.056(5), Florida Statutes - Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

d. **§161.57, Florida Statutes - Coastal Construction.** Buyer understands that Buyer has the right to receive an affidavit or a survey meeting the requirements of Chapter 472, Florida Statutes, as amended, delineating the location of the coastal construction control line if the Property is located either partially or totally seaward of the coastal construction control line. Buyer waives the right to receive such affidavit or survey. The property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including the delineation of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the property being purchased.

e. **§553.990, Florida Statutes - Florida Building Energy-Efficiency Rating Act.** Buyer understands that Buyer may have the Home's energy-efficiency rating determined in accordance with the Florida Building Energy-Efficiency Rating Act. Before signing the Contract Buyer received (i) the energy-efficiency information brochure developed by the Florida Department of Business and Professional Regulation pursuant to §553.996; and (ii) (y) if the home has been completed at the time of Contract execution, a completed energy performance level display card prepared in accordance with §553.9085; or (z) for a Home to be built, the completed energy performance level display card will be delivered to the Buyer at Closing. This paragraph and any information provided pursuant hereto is only for purposes of complying with the requirements of Chapter 553, Florida Statutes, and this Contract is not contingent upon Buyer approving the results set forth in the energy performance level display card.

f. **§689.261, Florida Statutes - Disclosure of Ad Valorem Taxes to Prospective Purchaser.**

PROPERTY TAX DISCLOSURE SUMMARY

BUYER SHOULD NOT RELY ON THE MATTAMY'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO THE PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

g. **§720.401(1)(a), Florida Statutes - Receipt of Association Disclosure Acknowledged.** Buyer acknowledges that prior to the execution of the Contract he or she has received a Disclosure Summary as required by Florida Statutes Section 720.401. A copy of Disclosure Summary is incorporated by reference herein and is attached hereto as Addendum "A". BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY. Mattamy also provided Buyer the opportunity to review the applicable covenants, restrictions, and easements and the governing documents of the homeowner's association prior to signing the Contract.

h. **§720.401(1)(b), Florida Statutes -Membership in Homeowners Association.** Buyer acknowledges that the Property is subject to the declaration of covenants, conditions, restrictions and easements for the Community recorded in the public records of the county where the Property is located (as such document is amended and/or supplemented from time to time the "Declaration"). The nature and extent of certain rights and obligations of the Buyer in acquiring and owning the Property will be controlled by and subject to the Declaration and to the Articles of Incorporation, By-Laws, and the rules and regulations of the homeowner's association identified in the Declaration (the "Association"). The Declaration and Articles of Incorporation, Bylaws and rules and regulations of the Association are referred to in this Contract as the "Community Documents." By execution of the Contract, Buyer agrees to comply with all of the terms, conditions and obligations set forth in the Community Documents and agrees to be responsible for maintaining all drainage structures and easements as shown on the recorded plat and the survey of the Property. Upon conveyance of title to the Property to Buyer, Buyer shall automatically become a member of the Association and shall be subject to the assessment obligations and other provisions set forth in the Community Documents. Buyer acknowledges that the Community Documents can be amended under certain circumstances without the approval of the Association membership. Buyer agrees to pay all amounts assessed against the Lot by the Association in accordance with the terms and provisions of the Community Documents. The Community Documents provide for the Association's levying of annual and other types of assessments against the Property in amounts determined by the Association from time to time. Buyer acknowledges that the Community Documents may create an obligation to pay fees for any recreational or other commonly used facilities as an obligation of membership in the Association but that all such facilities may not now exist, and all fees therefore are not known at this time. Buyer further acknowledges that the assessments are subject to periodic change and that a failure to pay the assessments could result in a lien on the Property. The statements contained in this paragraph are only summary in nature and Buyer should refer to the Community Documents. A disclosure statement summarizing Buyer's rights and obligations as a purchaser acquiring a parcel in a community with restrictive covenants and mandatory homeowner's association membership, as required by §720.401, Fla. Stat., has been provided to Buyer. AS A POTENTIAL BUYER OF PROPERTY IN THE COMMUNITY, BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE AFOREDESCRIBED DISCLOSURE SUMMARY.

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO MATTAMY OR MATTAMY'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF BUYER OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT.

BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

i. **§689.328, Florida Statutes - Transfer Fee**. As additional consideration for the Home being conveyed, at Closing the Buyer shall pay to the Seller a contribution in the amount of one (1) quarter's "General Assessments" (as such term is defined in the Declaration).

j. **Intentionally Omitted.**

k. **Inspections.** Mattamy or local governmental agencies may use the services of the local building official or hire a private provider to perform plan review, inspections, or for issuance of the certificate of occupancy as permitted by §553.791 Florida Statutes. For all purposes, such services will be treated the same as if plan review and inspections were conducted by the applicable government building department.

l. **Mold, Water Intrusion & Air Quality.** Buyer understands that Buyer's Home will require ongoing maintenance, repair and replacement. If Buyer fails to do so, Buyer may experience problems with water intrusion, mold growth and indoor air quality. Buyer agrees that Mattamy's responsibility is limited to making repairs and replacing defects as required under the limited warranty Mattamy is issuing Buyer, and then only during the warranty period. In no event will Mattamy be responsible for any personal injury, damage to Buyer's personal property, adverse health effects to Buyer or Buyer's family, emotional distress, or any other injury suffered by Buyer or Buyer's family on account of mold, water intrusion, or air quality, whether caused by improper construction or by Buyer's failure to maintain the Home after purchase.

m. **Trees & Landscaping.** Landscaping is not included as part of Buyer's Property except as may be specified in the Contract. Buyer understands that Mattamy does not warrant the trees and landscaping. Often trees on a lot must be removed during the construction process. If there are any trees remaining on the Lot after Closing, then the trees may become diseased or die due to construction activities or natural causes. After Closing, Buyer is responsible for all trees, and Buyer must pay to remove any dead or undesirable trees. Under the Community Documents, Buyer may be obligated to obtain the approval of the homeowner's association before removing any trees or to otherwise change the landscaping existing on Buyer's Lot. This may require Buyer to plant additional trees either on Buyer's Lot or elsewhere, to pay for architectural review, to submit a tree survey or to pay their applicable costs and fees. The Community and the Lot may be irrigated with reclaimed water. Buyer will be responsible to comply with all applicable regulations pertaining to the use of reclaimed water, including the installation, maintenance, testing, repair and replacement of a water back flow preventer and water heater expansion tank, if applicable. WITHOUT LIMITING THE FOREGOING, AT CLOSING, MATTAMY'S RESPONSIBILITY WITH RESPECT TO SOIL EROSION, THE GROWTH OF GRASS, SOIL CONDITIONS AND SHRUBBERY TERMINATES AND THE BUYER'S RESPONSIBILITY BEGINS. MATTAMY IS NOT LIABLE FOR TREES OR DAMAGE OR DESTRUCTION OF TREES ON THE PROPERTY AND MAKES NO WARRANTY WHATSOEVER AS TO THE TYPE, LOCATION, OR AMOUNT OF TREES WHICH WILL BE ON THE PROPERTY AND/OR THE CONDITION OF THESE TREES BEFORE, AFTER, OR DURING CONSTRUCTION.

n. **Model Home.** The model home(s) may include amenities, upgrades and special features that will not be included in Buyer's Home. Buyer has not relied upon the model(s) in making Buyer's decision to purchase the Property. If the Home the Buyer is purchasing is a model home then: (i) the term of appliance and equipment warranties typically begins prior to Closing and may expire sooner than warranties for the same items in a newly constructed Home; (ii) Buyer's purchase includes only the personal property described in an attachment to the Contract, and will not necessarily include all of the furniture, equipment, window treatment or other items displayed at the Home; (iii) the areas of the Home (i.e. garage) used for sales or office purposes will be converted back to the original design, or as indicated in an attachment to the Contract; and (iv) the interior condition of the Home may reflect ordinary usage (i.e. nail holes, wear on flooring, minor scratches) typical to the condition of an occupied residence and Mattamy is not responsible to repaint, re-carpet, or make any other changes not specified in this subsection or in a written attachment to the Contract.

o. **Views & Off-Site Uses.** Buyer assumes sole and exclusive responsibility for determining, through sources other than Mattamy, off-site conditions, activities, land uses, and/or future land planning, and hereby releases Mattamy from any obligations relating to any off-site matters. Without limiting the foregoing, Buyer acknowledges that Mattamy is not responsible for constructing or providing common facilities, amenities, and other components of the Community and/or Master Community, if applicable. For the purposes of this Contract, the phrase "off-site" means all areas outside of the boundaries of the Property. The phrase "future land planning" refers to any revisions or changes to existing land uses or activities, whether such revisions or changes are actually pending for review within some governmental agency, whether they are in the planning stages, and/or whether they are hereafter filed for review or implemented by any company, person or party. Buyer hereby specifically understands, agrees to, and waives any and all claims related to the following:

   i. The location of utility improvements (including, but not limited to, junction boxes, transformers, pedestals, or sewer taps), which may vary, and such utility lines and utility improvements may be located on the Lot whether or not such utility lines or utility improvements are shown on any map, survey or appear on the Lot on the date of this Contract;

   ii. Any fence or block wall constructed on the Lot that is intended to designate the property line of the Lot but that may encroach on either side of actual lot lines;

   iii. Future construction, grading or excavation of the Lot by Buyer that, if not correctly engineered, could disrupt drainage and cause flooding;

   iv. Any expenses of restoration to grade of previous conditions shall be borne by Buyer;

   v. Mattamy's or an unrelated developer's reservation of the right to make changes to the design of the Community and to the plans for all Community improvements, including but not limited to, plans of homes to be constructed within the Community after construction of the Home;

   vi. The character and use of property surrounding and in the vicinity of the Community (including, but not limited to, cellular phone towers);

   vii. Any berm, or slope to or from the property line of the Lot; or

   viii. The location of any future transportation improvements, corridors, roadways or railway improvements (including, but not limited to, roadways, railway tracks, spurs or junctions, traffic signals, etc.), which may vary, whether or not such improvements are shown on any map or survey on the date of this Contract.

p. **Restrictions on Use.** Buyer's Lot may be subject to covenants, easements, set-backs and other restrictions on Buyer's use of the Property as specified in the documents recorded in the public records (including the Declaration), or on the plat. These restrictions may be modified or amended by the developer of the land even after Buyer signs this Contract or closes. In particular, if Buyer's Lot is subject to a conservation easement or buffer area, then Buyer will not be able to use the affected portion of Buyer's Lot except as may be permitted by the applicable water management district or other governmental or legal authority. This may limit Buyer's ability to fully sod, fence, or landscape Buyer's yard.

q. **FDLE Database.** Florida law, effective July 1, 1996, requires the Florida Department of Law Enforcement ("FDLE") to maintain an updated list of Sexual Predators in this state after a court has made a written finding designating them as a Sexual Predator, as the term is defined by Florida statute. Further, Chapter 97-299, Laws of Florida, requires certain sexual offenders to directly register with or to have information compiled by the Department of Corrections or the Department of Juvenile Justice, with the information to be provided to FDLE. The FDLE database contains public record information on offenders classified as sexual predators and sexual offenders under Florida law because of a conviction for a sex-related crime. Florida law makes this information available to the public. Information including photos, identities, and addresses is available from the Florida Department of Law Enforcement (FDLE) at (850) 410-7000, toll free at toll-free line at 1-888-357-7332, or on the Internet Web site at http://offender.fdle.state.fl.us/offender/homepage.do. The FDLE advises information is made available to interested citizens to help them educate themselves about the possible presence of such persons in local communities. The placement of information about a person in the FDLE database is not intended to indicate that FDLE has made any judgment about the level of risk a particular person may present to others. This information is made available to assist interested persons in forming THEIR OWN RISK ASSESSMENTS. Mattamy makes no representations with respect to information available on the FDLE web site and Buyers are advised to exercise whatever due diligence they deem necessary with respect to such information. Mattamy is providing this information as notification and to provide a source for additional information. The FDLE web site also provides you with the ability to register and receive e-mail alerts for your neighborhood or a specific offender or predators that you choose to monitor. Buyer is encouraged to contact FDLE for further information, and by signing this Contract, Buyer acknowledges that Mattamy has provided this notification. Buyer acknowledges

that by law, Mattamy is not obligated to disclose that the Property is or has been located in the vicinity of a sex offender or predator. Buyer hereby acknowledges that this disclosure was supplied to them prior to the execution of this Contract.

r. **Construction Activities.** BUYER ACKNOWLEDGES THAT SOME AREAS OF THE COMMUNITY MAY BE UNDER DEVELOPMENT FOR AN EXTENDED TIME INCIDENT TO THE DEVELOPMENT PROCESS, THE QUIET ENJOYMENT OF THE COMMUNITY MAY BE UNAVOIDABLY INTERFERED WITH TO SOME EXTENT BY THE CONSTRUCTION OPERATIONS. Construction, development, and sales activities will occur after Buyer occupies the Home Depending upon Buyer's sensitivities, this may result in some inconvenience to Buyer and Buyer's family and guests due to increased noise, dust, road closures, operation of the model homes and sale offices, and other activities. Construction activities can occur at various hours throughout the day, and sales activities can result in additional traffic and visitors throughout the Community, particularly before the Community is completely built out. Neither Mattamy nor any other builder that may be active in the Community can guarantee that Buyer will not be affected or impacted as a result of the overall construction and development of the Community. Mattamy gives no guarantees or assurances on the length of time model homes in the Community will be actively used by Mattamy. Until all houses and improvements are finished, Buyer will be subject to noise, dust, traffic and other activities relating to the construction. Mattamy may engage in marketing and sales within the Community as permitted by the local governing authorities. Buyer understands that Buyer is not permitted onto the lots of Buyer's neighbors during construction.

s. **Variances from Depictions, Plat or House Plans.** The marketing depictions, site plans, and other papers often vary from the final dimensions of the Lot as determined by the final recorded plat. Buyer agrees that Buyer is purchasing only the lands shown on the recorded Plat for Buyer's designated lot. The marketing materials may depict certain amenities for the Community. Buyer understands that the amenities actually constructed may vary from the proposals for many reasons. The Purchase Price will not be adjusted, nor will Buyer have any claim against Mattamy on account of the Community amenities which are constructed or not constructed. As to any amenities which may be built, Mattamy is not warranting either the construction of them, or guaranteeing Buyer's right to use them. Buyer also understands that the Home may vary in size, dimensions, features, utility placements and materials from both the marketing materials and in some instances from the House Plans. The Home may be located in a different location on the Lot than originally planned. Field adjustments to House Plans are an accepted industry practice, and as long as any such adjustments do not prevent a certificate of occupancy for the Home from being issued, Mattamy may make such changes without Buyer's consent or notice to Buyer. If Buyer has paid for any upgrades that Mattamy eliminated by field adjustment, then the Purchase Price will be adjusted by the amount Buyer has paid for the affected upgrades unless Mattamy substitutes an alternative of substantially the same value. Unless Buyer demands an adjustment prior to Closing, then Buyer waives Buyer's right to do so and Mattamy will not be required to either make the upgrade or refund any money to Buyer after Closing. If, due to error, the Home encroaches onto another lot, or if an adjacent structure or residence encroaches onto Buyer's Lot, Buyer agrees that Mattamy may correct the error by altering the legal descriptions of the affected lots, establishing easements which permit the encroachments, waiving building restrictions and set back, or by other means without reduction in the Purchase Price, provided that after such correction Buyer will receive marketable title to the Lot.

t. **Typical Home Conditions.** Homes are hand constructed and subject to typical faults, and conditions. Buyer agrees that cracking, settling, and other conditions in the Home are acceptable, except where corrective action is required by the Limited Warranty. The standard for acceptable conditions will be as set forth in the Limited Warranty, or as adopted by the party issuing the Limited Warranty. If the Home is detached, attached or in a condominium Buyer understands that Buyer may hear noises inside the Home coming from plumbing, air conditioning, or occupancy of adjacent homes. Buyer acknowledges that Mattamy has made no representations or warranties of any sort that sounds from outside the Home will not be heard inside the Home. At the time of construction and development, the Home exceeded or met all building code regulations required to permit and construct the Home. Building codes, land development codes, and other government rules and regulations are subject to change. These changes may occur before, during or after the sale/closing of the Home. These rules may include flood plain map amendments and could affect Buyer's insurance requirements.

u. **Water Issues and Waterfront Lots.** Buyer's Lot may be located near or on a water body. Buyer understands that Buyer may not have riparian rights (the right to use the water for boating and similar purposes) and that use of the water body will be restricted by covenants and law. Buyer may have the obligation to maintain the lake banks (including the far side of the lake if included within Buyer's Lot) or the obligation to pay special assessments imposed on waterfront property owners. Mattamy is not responsible for the water level of the water body which may be significantly higher or lower than the level Buyer observes at the time Buyer is signing this Contract. Whether Buyer's Lot is waterfront or not, Buyer understands that after a rain event Buyer's yard may be soggy, and if Buyer's Lot includes wetlands or conservation areas such areas may stay wet or soggy for extended periods of time. Mattamy is not responsible to Buyer for flooding or drainage as long as Buyer's Lot substantially complies with the drainage plan for the Community. If for any reason the Lot does not comply, then Mattamy's responsibility is limited to correcting the problem either by bringing the Lot into compliance or by constructing an alternative drainage system which may include drains, inlets, pumps, or berms. Buyer grants Mattamy the right to come onto the Lot if necessary to correct any drainage problems on either Buyer's Lot or on neighboring lots, and Buyer agrees to cooperate with Mattamy in any such effort. In no instance will the purchase price be adjusted or will Buyer be entitled to any compensation for lost use of the yard, for diminution in value because of the change in the drainage system, or any other consequential damages except that if Mattamy asks Buyer to temporarily vacate Buyer's Home in order for Mattamy to fix the drainage, Mattamy will pay the rental cost of an apartment or other housing which Buyer understands may be substantially smaller than Buyer's Home. If Buyer rents an apartment or makes other accommodations without Mattamy's prior written approval, then Buyer waives Buyer's right to reimbursement for any temporary housing.

v. **Security.** If the Community is "gated," with private streets Buyer understands that the walls, gates and attendants, if any, provide only limited access control and not a fully secure environment. Further, gates may be left open for extended periods of time which may permit unrestricted access by the general public. Buyer agrees that Mattamy is not responsible for any loss or injury suffered by Buyer or Buyer's guests on account of any criminal activity on or about the Community and that Mattamy has no duty to advise Buyer of any prior or future incidents. The entrance may be gated with mechanical swing gates whereby access will be granted by either call box system and owner PIN or barcode sticker. Gates may be open until the last home in the Community is closed. Gates are designed as traffic control devices to limit access only during certain hours of operation and are not intended to represent that the Community is a secure environment. Gates will be owned, maintained, and controlled by the Association.

w. **Environmental Conditions.** Buyer understands and acknowledges that certain substances or materials may release gaseous, chemical or organic wastes that may contaminate air, soil or water within the Property. The sources of said pollutants, which may include, but are not limited to, fireplaces, cigarettes, aerosol sprays, cooking and many building components may emit formaldehyde, radon or other such byproducts into the environment. Buyer agrees to hereby release, acquit and forever discharge Mattamy from any and all actions, complaints, claims, damages, liabilities or obligations in any manner on account of or in any way growing out of harmful environmental pollution or contamination, if any, of said Property, unless willfully or recklessly caused by Mattamy or its agents or employees. Buyer further agrees to release, acquit and forever discharge Mattamy from any and all claims or liability arising out of the presence of power lines or other electrical equipment located on or near the Property or the development. Mattamy makes no warranty, express or implied, as to soil conditions.

x. **Surrounding Property.** Buyer agrees, understands and acknowledges that no agent, representative, salesman or officer of Mattamy has any authority to make any statement, promise or representation, either oral or in writing, which was relied upon by the Buyer or may be relied upon by the Buyer with respect to the existing zoning of any surrounding property or potential uses of any tract of land or any parcel of land adjacent to or surrounding the Property and/or the Subdivision in which the Property is located. Buyer further acknowledges and understands that the boundary lines of the Property will be represented on the survey of the hereinabove described lot, delivered to Buyer at Closing. No representations, statements or demonstrations concerning property lines have been relied upon by Buyer in executing this Contract or will be relied upon by Buyer in closing the purchase of the Property except as set forth and described in the survey delivered at Closing. Buyer hereby specifically understands, agrees to, and waives any and all claims related to the following: the location of utility improvements (including, but not limited to, junction boxes, transformers, pedestals, or sewer taps), which may vary, and such utility lines and utility improvements may be located on the Property whether or not such utility lines or utility improvements are shown on any map, survey or appear on the Property on the date of this Contract; any fence or block wall

constructed on the Property that is intended to designate the property line of the Property but that may encroach on either side of actual lot lines; future construction, grading or excavation of the Property by Buyer that, if not correctly engineered, could disrupt drainage and cause flooding; any expenses of restoration to grade of previous conditions shall be borne by Buyer; Mattamy's or an unrelated developer's reservation of the right to make changes to the design of the Subdivision and to the plans for all Subdivision improvements, including but not limited to, plans of homes to be constructed within the Subdivision after construction of the Buyer's Home; the character and use of property surrounding and in the vicinity of the Subdivision (including, but not limited to, cellular phone towers); any berm, or slope to or from the property line of the Property; or the location of any future transportation improvements, corridors, roadways or railway improvements (including, but not limited to, roadways, railway tracks, spurs or junctions, traffic signals, etc.), which may vary, whether or not such improvements are shown on any map or survey on the date of this Contract.

y. **Square Footage.** Buyer fully accepts and understands that any and all square footage estimates provided by Mattamy are approximations only and subject to field changes and errors.

z. **Interstate Land Sales Full Disclosure Act.** The sale contemplated by this Contract is intended to comply with the provisions of 15 USC §1702(a)(2). Mattamy agrees that Mattamy is contractually obligated to complete erection of the Home within a period of two years. Any notice provision, opportunity to cure, or other provision which would have the effect of extending this obligation, excusing a breach of this obligation, or unreasonably limiting Buyer's remedies on account of a breach of Mattamy's obligation to complete erection of the Home within 2 years after Buyer fully executes the Contract will not apply if the effect of such notice provision, opportunity to cure, or other provision would cause this Contract not to comply with 15 USC §1702(a)(2). The obligation to complete erection of the Home within such two-year period may be extended only for reasons qualifying under Florida common law under the principle of impossibility of performance. The terms of this subsection shall supersede any conflicting provisions in the Contract.

aa. **Sinkhole Exclusion.** Certain areas of Florida have experienced "sinkhole" soil settlement activity. Mattamy has consulted with soil engineers about the potential for sinkhole development in the area and it has been advised that no soil study or investigation can offer any guarantee that sinkholes will not develop on a specific parcel of land. Mattamy has also been informed that soil engineers can conduct testing and of potential sinkhole sites in an attempt to assess the possibility of future sinkhole development. Mattamy assumes no responsibility to make any tests; however, Mattamy will permit the buyer to do so, at the Buyer's sole cost and expense upon Buyer delivering written request to Mattamy. Mattamy makes no warranties or representations, express or implied, about the existing or future soil conditions on the Lot. Mattamy expressly disclaims any liability of any type for any damages whether direct or indirect, or consequential which the Property may suffer because of settlement, sinking or collapse of the earth on the Lot.

bb. **No Interference**. Buyer understands, acknowledges and agrees that picketing, posting of negative signs on the Lot or in the Community (including signs in or on vehicles), and distribution of negative literature may affect the value of the Home and/or the value of homes constructed in the Community in which the Home is constructed and the residential atmosphere of the Community. Without limiting the generality of anything contained in this Contract, Buyer agrees not to interfere in any manner whatsoever with the completion, marketing and sale of the Home or any homes in the Community or other properties in which Mattamy or its affiliates construct homes. As such, unless the prohibition contained herein is prohibited by law, Buyer agrees not to engage in any such activities. In the event Buyer breaches this Section, in addition to any remedies set forth in this Contract or at law (including, but not limited to, injunctive relief, damages and attorneys' fees and costs), Buyer shall be in default and Mattamy shall have the right to immediately terminate this Contract. The provisions of this Section shall survive the Closing or the termination of this Contract.

cc. FLOOD DISCLOSURE

Flood Insurance: Homeowners' insurance policies do not include coverage for damage resulting from floods. Buyer is encouraged to discuss the need to purchase separate flood insurance coverage with Buyer's insurance agent.
(1) Seller has not filed a claim with an insurance provider relating to flood damage on the property, including, but not limited to, a claim with the National Flood Insurance Program.
(2) Seller has not received federal assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.
(3) For the purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete inundation of the property caused by any of the following:
(a) The overflow of inland or tidal waters;
(b) The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch;
(c) Sustained periods of standing water resulting from rainfall.

17. Notices & Communications.

a. Generally. Any notice, claim, demand or other communication (all of which are collectively referred to as "Notices") required or permitted to be given under the Contract must be given in accordance with this **Section 17**. Notices not given in accordance with these provisions will not be effective. Notices sent by fax (when fax notices are permitted) must also be sent by first class mail but will be effective upon actual fax delivery. Notices sent during the course of any ongoing legal action may be sent in accordance with applicable rules of procedure. Either Buyer or Mattamy may change their official address (including e-mail, phone and fax numbers) by delivering a Notice to the other.

b. To Mattamy. Notices to Mattamy: (i) which attempt to terminate the Contract; (ii) which respond to a Termination Notice from Mattamy; (iii) which allege a default by Mattamy; (iv) of any nature after Buyer has declared Mattamy to be in default or begin any action against Mattamy; or (v) changing Buyer's official address, phone, fax, or e-mail address must be sent to Mattamy by: (x) personal delivery, (y) pre-paid certified mail return receipt requested, or (iii) UPS or FedEx overnight pre-paid delivery. Other Notices from Buyer to Mattamy may be sent in the same manner or may be sent to Mattamy by fax or first-class mail to Mattamy's address. Mattamy's address for all Notices is specified on the first page of the *Home Purchase Agreement*.

c. To Buyer. Mattamy may give Notices to Buyer by (i) personal delivery, (ii) first class or certified mail, (iii) FedEx or UPS overnight pre-paid delivery, (iv) e-mail, (v) fax or (vi) verbally. If Buyer is working with an attorney, Cooperating Broker, then Mattamy also has the option of sending any Notices to Buyer in care of the attorney, Cooperating Broker. Verbal messages will be deemed delivered if left at the phone number for Buyer, their attorney or the Cooperating Broker. Buyer's address for all Notices is specified on the first page of the *Home Purchase Agreement.* After Closing Mattamy may assume that Buyer's official address will thereafter be the address for the Property. Personal delivery may be made by Mattamy after Closing by posting on the door of the Home.

d. Time Notices Effective. Notices will be considered delivered and received and will be effectively given, when received by a party in a manner designated for Notices to such party in the preceding paragraphs:

- **i.** upon personal delivery;
- **ii.** **5** days after mailing;
- **iii.** **1** day after sending by UPS or FedEx overnight delivery.

18. Interpretation of Contract & Additional Provisions.

a. Governing Law. The laws of the State of Florida shall govern the validity, enforcement, and interpretation of the Contract. Since Buyer and Mattamy have selected Florida as the governing jurisdiction, Buyer and Mattamy will ignore any provisions of Florida law which, if applied, would cause the law of another State to apply. Buyer waives the right to assert any jurisdiction of Federal courts by diversity or otherwise.

b. Integration, Modification, Waiver. This Contract constitutes the complete and final expression of Buyer and Mattamy's agreement, and supersedes all previous contracts, agreements, and understandings between Buyer and Mattamy. This Contract cannot be modified, or any of the terms hereof waived, except by instrument in writing executed by both parties.

c. Counterparts and Execution. This Contract may be executed in several counterparts, each of which will be fully effective as originals and all of which together shall constitute one and the same instrument. Either Buyer or Mattamy may execute by electronic or facsimile signature.

d. Headings, Lists, & Special Terms. The headings which have been used throughout this Contract have been inserted for convenience of reference only and do not constitute matters to be construed in interpreting this Contract. Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context require otherwise. To clarify the meaning of certain provisions examples are listed. Whenever a list is prefaced by "for example," "i.e." or "including" then the sentence should be construed as also including the words "but not limited to" and the legal theory of ejusdem generis will not apply. Certain words are defined in this Contract by capitalization, parenthesis, or quotes. When such terms are used they should be given their defined special meaning. The phrases "Buyer understands" and "Buyer acknowledges" are used throughout the Contract. When used the phrase should be construed as also including the words "..and Buyer agrees that..," it being Buyer and Mattamy's intent that wherever Buyer acknowledges or states Buyer understands a provision that Buyer's explicit consent to such provision is also intended and given. "Community" means the subdivision or development where the Lot is located, and where applicable both the master development and neighborhood subdivision.

e. Rule of Construction. Buyer has been given as much time as Buyer desired to carefully review the entire Contract. Buyer was afforded the opportunity to have an attorney review the Contract for Buyer, and Buyer either received the benefit of a legal review or waived the opportunity. Buyer fully understands the meaning of every provision in this Contract. Accordingly, Buyer agrees that the normal rule of construction to the effect that any ambiguities are to be resolved against Mattamy as the party preparing this Contract will not apply. Anyone interpreting this Contract shall construe all provisions as if mutually drafted by both Buyer and Mattamy.

f. Calculating Dates. In computing any period of time under this Contract, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday or Legal Holiday, in which event the period shall run until the end of the next day which is neither a Saturday or legal holiday. Notwithstanding the definition of Legal Holiday set forth in Fla. Stat. §683.01, the term "Legal Holiday" as used in this Contract is limited to: (a) Sunday, the first day of each week; (b) New Year's Day, January 1; (c) Birthday of Martin Luther King, Jr., January 15; (d) Washington's Birthday, the third Monday in February; (e) Memorial Day, the last Monday in May; (f) Independence Day, July 4; (g) Labor Day, the first Monday in September; (h) Columbus Day and Farmers' Day, the second Monday in October; (i) Veterans' Day, November 11; (j) Thanksgiving Day, the fourth Thursday in November; and (k) Christmas Day, December 25. Legal Holiday will also include (i) the Friday following Thanksgiving Day, and (ii) any day which, due to natural disaster or emergency, banks and financial institutions in the County where the Property is located are not open for business. Time is of the essence for each and every obligation under this Contract, and this sentence shall be interpreted as if written into every paragraph of this Contract.

g. Invalid Provisions. If any one or more of the provisions of this Contract, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Contract and all other applications of any such provision shall not be affected thereby.

h. Binding Effects. This Contract binds Buyer and Mattamy and their respective heirs, personal representatives, successors and assigns.

i. Further Acts. In addition to the acts recited in this Contract to be performed by either Buyer or Mattamy, Buyer and Mattamy agree to perform or cause to be performed at or prior to Closing any and all such further acts as may be reasonably necessary to consummate the transaction contemplated hereby.

j. Assignability. This Contract is personal to Buyer and may not be assigned without Mattamy's prior written consent which may be given or withheld in Mattamy's absolute and arbitrary discretion. If Mattamy permits Buyer to assign this Contract, Buyer will still be responsible for the obligations. Mattamy may charge Buyer a fee to assign the Contract. Mattamy may assign the Contract to any successor, affiliate, or other entity by giving notice to Buyer. If Mattamy does assign the Contract, the assignee and not Mattamy will be responsible for all of Mattamy's obligations under the Contract.

k. Survival. The termination of the Contract for any reason prior to Closing or the Closing of the purchase does not terminate the provisions of the Contract unrelated to the obligation to close. Provisions regarding interpretation, defaults, waivers, warranties, limitations, dispute resolution, disclosures and provisions regarding obligations not fulfilled at Closing or incorporated into the Deed of conveyance will survive Closing.

l. Earnest Money. "Earnest Money" refers to the deposit payable to Mattamy pursuant to **Sections 4(a)** and **4(b)** in the *Home Purchase Agreement*. Any additional deposits paid to Mattamy, but not fees or charges, will also be "Earnest Money." Any damages will be calculated based on the Earnest Money due from Buyer, whether or not actually paid. MATTAMY MAY DEPOSIT THE EARNEST MONEY IN ITS GENERAL ACCOUNT AND MAY USE THE MONEY TOWARDS CONSTRUCTION OF THE HOME OR FOR ANY OTHER PURPOSE WHATSOEVER. MATTAMY NEED NOT DEPOSIT THE EARNEST MONEY IN AN ESCROW HOLDING ACCOUNT OR OTHERWISE ESCROW OR HOLD SEPARATELY THE EARNEST MONEY.

- **i.** Buyer shall remit to Mattamy the Earnest Money by check, cashier's check or wire transfer. Buyer acknowledges that Mattamy shall have the right to deposit such check for the Earnest Money without such action being deemed acceptance of this Contract. If any such check is not paid by the bank after acceptance of this Contract, Mattamy shall have the option to cancel this Contract and declare Buyer in default. If Buyer provides any check for a Deposit in the form of Canadian currency (a "C$ check"), Mattamy's depository bank will convert such C$ check into a U.S. dollar amount using its currency procedures and exchange rate then in effect two (2) business days following the date of processing (the "Conversion Date") and the amount of the Earnest Money to be applied toward the Total Purchase Price shall be equal to the amount received by Mattamy from the depository bank on the Conversion Date. Mattamy reserves the right to charge or pass through any currency conversion-related fees or costs to the Buyer at Closing (as hereinafter defined). Notwithstanding the foregoing or anything contained in this Contract to the contrary, the balance of the Total Purchase Price plus all applicable Closing Costs (the "Closing Proceeds") shall be paid to Mattamy at Closing. Any funds paid by Buyer under the terms of this Contract to Mattamy, including funds paid through a check or cashier's check are accepted by Mattamy subject to collection.
- **ii.** UNLESS A WRITTEN REQUEST FOR PAYMENT BY CASHIER'S CHECK IS RECEIVED AND APPROVED BY MATTAMY NOT LESS THAN FIVE (5) BUSINESS DAYS PRIOR TO CLOSING, BUYER ACKNOWLEDGES AND AGREES THAT CLOSING PROCEEDS MUST BE BY FEDERAL WIRE TRANSFER IN IMMEDIATELY AVAILABLE FUNDS. BUYER IS RESPONSIBLE FOR ALL BANK OR WIRE TRANSFER CHARGES AND CURRENCY EXCHANGE FEES. WITHOUT LIMITING ANY OTHER PROVISIONS HEREIN, IF ANY EARNEST MONEY AND/OR CLOSING PROCEEDS ARE NOT TIMELY PAID, BUYER SHALL BE IN DEFAULT. Notwithstanding the foregoing, if Mattamy approves Buyer's written request to deliver a cashier's check and thereafter Buyer delivers all or any portion of the Closing Proceeds in the form of a cashier's check exceeding $25,000.00, then Buyer will not be entitled to possession of the Home until the cashier's check has cleared.

m. Representation of Compliance with OFAC Regulations. Buyer represents and warrants that Buyer is not barred from doing business with U.S. entities pursuant to the U.S. Department of Treasury's Office of Foreign Asset Control ("OFAC"), including OFAC's Specially-Designated-Nationals ("SDN") list and lists of known or suspected terrorist organizations. If Mattamy identifies or is informed that Buyer is a valid match for OFAC's SDN list, then this Contract is void, and Mattamy shall cancel and revoke this Contract immediately. In the event of cancellation or revocation of this Contract under this provision, Mattamy shall immediately contact OFAC to report the transaction and to determine whether the Earnest Money provided by Buyer, if any, should be returned or blocked, consistent with OFAC regulations.

n. Builder's Fee. Buyer acknowledges and agrees that in connection with the purchase of the Property, Buyer shall pay to Mattamy a builder's fee, equal to a flat fee of **$ 4995.00** (the "Builder's Fee"). The Builder's Fee is imposed in connection with all home sales in the Community, regardless of whether Buyer finances the purchase of the Property. Notwithstanding the foregoing and notwithstanding anything contained in the Contract to the contrary, Buyer acknowledges that the Builder's Fee may change or not be imposed on all home sales in the Community, and Mattamy reserves the right to change or withdraw the Builder's Fee at any time prior to Mattamy's completion of construction of all homes in the Community.

The Builder's Fee represents additional compensation to Mattamy and principally is intended to cover various out-of-pocket and internal costs and

expenses associated with the sales, promotion and/or development of the Community. This fee is due at Closing. The Builder's Fee is separate from any and all Closing Costs (defined herein below). While the Builders Fee is payable, along with various other fees, costs and amounts at Closing, the Builder's Fee is not a settlement fee associated with any loan that you may obtain to finance the purchase of the Property.

o. **Termination by Mattamy.** Notwithstanding anything herein to the contrary and without limiting Mattamy's rights, Mattamy may terminate this Contract without regard to fault or breach if Mattamy, in its sole discretion, determines that Buyer has engaged in uncooperative or unprofessional behavior or otherwise interfered with Mattamy's performance of this Contract or the construction of the Home. Mattamy shall notify Buyer in writing of its election to terminate the Contract pursuant to this and, upon such termination, shall return the Earnest Money to Buyer and pay Buyer the stipulated sum of $500.00. Buyer and Mattamy agree that the stipulated sum is not a penalty, but a reasonable and foreseeable estimate of the actual damages incurred or to be incurred by Buyer, if any, incident to the cancellation of this Contract (it being difficult if not impossible to ascertain those damages). Upon such termination of this Contract by Mattamy and payment of the Earnest Money and stipulated sum, no cause of action against Mattamy shall accrue to Buyer and neither party shall thereafter have any obligations or rights under this Contract. Mattamy reserves the right to convert any termination of this Contract into a termination for convenience.

p. **TCPA Consent.** This notice is provided according to 47 U.S.C. Section 227 et. al., commonly known as the Telephone Consumer Protection Act of 1991 (the "TCPA"). Buyer understands that Buyer is not required to provide consent as a condition to receiving Mattamy's products or services. Notwithstanding any current or prior election to opt in or opt out of receiving telemarketing calls using prerecorded messages or artificial voice, and calls and messages delivered using automatic telephone dialing systems (auto?dialer)or an automatic texting system, or SMS messages (including text messages) from Mattamy, Mattamy's affiliated companies (including but not limited to, Mattamy Homes Title Agency, LLC and Mattamy Home Funding, LLC), marketing partners, their agents, representatives, or affiliates or anyone calling on their behalf (collectively, the "Permitted Contacts"), by signing the Contract, Buyer expressly consents to be contacted by the Permitted Contacts at any telephone number, or physical or email or electronic address Buyer provides or at which Buyer may be reached. Automated messages may be played when the telephone is answered, whether by Buyer or someone else. In the event that an agent or representative calls, he/she may also leave a message on Buyer's answering machine, voice mail, or send one via text message. Telephone numbers Buyer provides include those Buyer gives to Mattamy, those from which Buyer or others contact Mattamy with regard to Buyer's purchase with Mattamy, or which Mattamy obtains through other means. The Permitted Contacts may use such means of communication described in this section even if Buyer will incur costs to receive such phone messages, text messages, e?mailsor other communications. Again, Buyer is not required to provide consent to contact as a condition to receiving Mattamy's products or services. Buyer may revoke Buyer's consent or change the telephone number provided at any time by: following the instructions in the SMS message or email Buyer receives, or email to Mattamy at privacy@mattamycorp.com with the subject line "TCPA Opt-Out." Buyer agrees to promptly alert Mattamy whenever Buyer stops using a particular telephone number, which may be done by email to Mattamy at privacy@mattamycorp.com.

END OF DOCUMENT

American Land Title Association

ALTA Settlement Statement - Combined
Adopted 05-01-2015

PGP Title of Florida, Inc., dba PGP Title
ALTA Universal ID: 0005540
4901 Vineland Road
Suite 140
Orlando, FL 32811

File No./Escrow No.:	FL-357187
Print Date & Time:	October 29, 2025 8:11 am
Officer/Escrow Officer:	Denise Swift
Settlement Location:	4901 Vineland Road, Suite 140 Orlando, FL 32811
Property Address:	214 Woodfall Lane Winter Garden, FL 34787
Borrower:	MY RENTALS & MANAGEMENT LLC, a Florida limited liability company 16207 Point Rock Drive Oakland, FL 34747
Seller:	Pulte Home Company, LLC, a Michigan limited liability company 4901 Vineland Road Suite 500 Orlando, FL 32811
Lender:	BRADESCO BANK 3011 Ponce de Leon Blvd., PH2 Coral Gables, FL 33134
Loan Number:	1521005338
Settlement Date :	October 29, 2025
Disbursement Date :	October 29, 2025

Seller		Description	Borrower	
Debit	**Credit**		**Debit**	**Credit**
		Financial		
	1,125,000.00	Sale Price of Property	1,125,000.00	
		Deposit		75,000.00
		Loan Amount		787,500.00
20,000.00		Seller Credit		20,000.00
75,000.00		Excess Deposit		
		Prorations/Adjustments		
	170.00	REIMBURSE: Survey	170.00	
	75.00	REIMBURSE: Termite Fee	75.00	
	342.85	County Taxes 10/29/25-01/01/26	342.85	
		Loan Charges to BRADESCO BANK		
		Origination	7,875.00	

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Seller		Description	Borrower	
Debit	Credit		Debit	Credit
		Loan Charges to BRADESCO BANK (continued)		
		Underwriting Fee	1,500.00	
		Appraisal fee to Greater Orlando Appraisal Assoc, Inc. $1,100.00 paid outside closing by Borrower		
		Credit Report Fee to Xactus	75.00	
		Flood Certification to CoreLogic	15.00	
		Tax Service Fee to Corelogic Tax Service	70.00	
		Prepaid Interest $132.15 per day from 10/29/25 to 11/01/25 BRADESCO BANK	396.45	
		Impounds		
		Homeowner's Insurance to BRADESCO BANK 3.000 Months at $178.36/month	535.08	
		Property Taxes to BRADESCO BANK 2.000 Months at $1,406.25/month	2,812.50	
		Aggregate Adjustment to BRADESCO BANK		178.36
		Title Charges and Escrow/Settlement Charges		
		ALTA Endorsement 8.1 (Environmental Protection Lien) to PGP Title of Florida, Inc., dba PGP Title	25.00	
		eRecording Fee to PGP Title fbo SimpliFile	10.00	
		Lender's Title Insurance to PGP Title of Florida, Inc., dba PGP Title Coverage: $787,500.00 Disclosed Premium: $4,012.50 Version: ALTA Loan Policy w/Florida Modifications (07-01-2021)	4,012.50	
		Planned Unit Development Endorsement to PGP Title of Florida, Inc., dba PGP Title	25.00	
		Restrictions, Easements, Minerals Endorsement to PGP Title of Florida, Inc., dba PGP Title	541.25	
		Settlement/Closing Fee to PGP Title of Florida, Inc., dba PGP Title	750.00	
		Title Search Fee to PGP Title of Florida, Inc., dba PGP Title	200.00	
		Variable Rate Mortgage Endorsement to PGP Title of Florida, Inc., dba PGP Title	25.00	
		Owner's Title Insurance to PGP Title of Florida, Inc., dba PGP Title Coverage: $1,125,000.00 Disclosed Premium: $1,400.00 Version: ALTA Owner's Policy w/Florida	1,400.00	

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Seller		Description	Borrower	
Debit	Credit		Debit	Credit
		Title Charges and Escrow/Settlement Charges (continued)		
		Modifications (07-01-2021)		
		Restrictions, Encroachments, Minerals Endorsement - Owner's Policy: Improved Land to PGP Title of Florida, Inc., dba PGP Title	541.25	
		Commissions		
33,750.00		Selling Broker Commission to Authentic Real Estate Team Authentic Real Estate Team 33,750.00		
		Selling Broker Transaction Fee to Authentic Real Estate Team Authentic Real Estate Team 399.00	399.00	
		Government Recording and Transfer Charges		
		Recording Fees to PGP Title fbo County Clerk	181.50	
		Intangible Tax to PGP Title fbo County Clerk	1,575.00	
		State tax/stamps to PGP Title fbo County Clerk	7,875.00	
		State tax/stamps to PGp Title fbo County Clerk	2,756.25	
		Miscellaneous		
		Homeowner's Insurance Premium to American Integrity 12 months $2,140.17 paid outside closing by Borrower		
		Capital Contribution to Winter Grove Homeowners Association, Inc.	1,500.00	
		Current Dues - Prorated Monthly @ $240.00 10/29/25 thru 10/31/25 to Winter Grove Homeowners Association, Inc.	23.23	
		Next Two Month's Dues to Winter Grove Homeowners Association, Inc.	480.00	
		Survey to Ireland & Associates Surveying, Inc. $170.00 paid outside closing by Seller		
		Termite to Massey Services, Inc. $75.00 paid outside closing by Seller		
		Transfer Fee to Triad Association Management, Inc.	150.00	
2,000.00		HELD FY Taxes to Orange County Tax Collector		

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Seller			Borrower	
Debit	Credit		Debit	Credit
130,750.00	1,125,587.85	**Subtotals**	1,161,336.86	882,678.36
		Due from Borrower		278,658.50
994,837.85		**Due to Seller**		
1,125,587.85	1,125,587.85	**Totals**	1,161,336.86	1,161,336.86

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize PGP Title of Florida, Inc., dba PGP Title to cause the funds to be disbursed in accordance with this statement.

Borrower

MY RENTALS & MANAGEMENT LLC, a Florida limited liability company

BY:_____
My Negocios S.A; by Chairman of the board of Director,
Yglesio Luciano Moyses Silva De Souza
Member

Seller

Pulte Home Company, LLC, a Michigan limited liability company

BY:_____
Shani Charles
Closing Coordinator

PGP Title of Florida, Inc., dba PGP Title

BY:_____
Denise Swift
Senior Escrow Officer

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Docusign Envelope ID: 30736A9A-D632-4A04-8E51-79222F3F34BD

HPA No. PHD0198484

HOME PURCHASE AGREEMENT

This Home Purchase Agreement (this **"Agreement"**) dated 8/28/2025, is between Buyer and Seller.

1. BUYER AND SELLER.

1.1 Buyer. "Buyer" is the party, or collectively, the parties, listed below:

Name: Yglesio Luciano Moyses Silva De Souza
Current Address: Brasil, NA, NA NA
Telephone: (Primary) (000) 000-0000; (Secondary)
E-mail address: Yglesio@yahoo.com

1.2 Seller. **"Seller"** is Pulte Home Company, LLC. Seller's address is 4901 Vineland Road, Suite 500, Orlando, FL 32811.

2. PROPERTY. Seller agrees to sell and Buyer agrees to purchase a home (the **"Home"**) located on the lot described below (the **"Lot"**) in Winter Grove (the **"Community"**). Seller will construct the Home in substantial conformance with this Agreement and the Home Plan and Home Elevation identified below and the Home will contain the materials, fixtures and features described in the Features List for Home referenced in Section 15 below. The Home and Lot are collectively referred to as the **"Property"**.

Lot Mailing Address: 214 Woodfall Lane, Winter Garden, Orange, FL 34787	
Lot Description (Lot/Block/Section or Phase):	
Condominium Unit No.: <<Unit Number>>	**Community:** Winter Grove
Accounting Lot Number: 04401	**Accounting Community Name:** Winter Grove - 60'
Home Plan: Roseland CMU	**Home Elevation:** Elevation FM103

3. PURCHASE PRICE AND DEPOSITS.

3.1 Total Purchase Price. Buyer agrees to pay Seller the Total Purchase Price for the Property, such amount being the Base Price of the Property as set forth on the attached Job Initiation Order or Change Order (the Job Initiation Order or Change Order, as applicable, as amended by any subsequent Change Order, the "**JIO**"), plus the price of all options, upgrades and premiums selected by Buyer on the JIO or any addenda. Buyer understands the current Total Purchase Price set forth on the JIO may change as provided in this Agreement and may be different than the final Total Purchase Price payable at Closing (as defined below).

3.2 Deposits. Buyer agrees to deliver the Deposits as required by this Agreement. "**Deposits**" mean the initial earnest money deposit and all other deposits and amounts paid in advance of Closing with regard to options, upgrades or premiums pursuant to this Agreement, the JIO or any addenda. Buyer's initial earnest money deposit is **$75,000.00** and is due upon Buyer's execution of this Agreement. Buyer understands Seller may require additional Deposits for certain options, upgrades and premiums. Except as expressly provided otherwise in this Agreement or by applicable law, all Deposits are nonrefundable when paid. The Deposits will be paid to Seller, may be used by Seller in its general operations, and may not be deposited into a separate bank account or escrow. If Buyer delivers the Deposits to Closing Agent (as defined in the Financing Addendum), Buyer authorizes Closing Agent to transfer the Deposits to Seller or Seller's account. In no event will Buyer be entitled to receive interest on the Deposits from Seller, whether deemed to accrue or actually accrued, except as provided in Section 10.2. All Deposits and other sums to be paid by Buyer **prior** to Closing must be paid in U.S. dollars through Seller's online payment portal using a debit card or by authorizing an ACH/direct debit payment (for sums due at Closing, see Section 8.4.b). If Buyer is entitled to a return of any Deposits, Buyer authorizes Seller to either return the Deposits to the account Buyer used to pay Deposits through Seller's online payment portal (if applicable) or deliver a check to Buyer. At Closing, the Deposits will be credited toward the Total Purchase Price.

4. PAYMENT OF PURCHASE PRICE; LENDER AND LOAN APPROVAL. In the attached Financing Addendum, Buyer elects whether to pay the Total Purchase Price in cash or by obtaining a mortgage loan. If Buyer elects to obtain a mortgage loan, then the Financing Addendum contains Buyer's selection of Buyer's lender from which Buyer will seek a loan and agreements regarding Buyer's obligation to apply for the loan and seek loan approval.

5. HOME OPTIONS, CONSTRUCTION MATERIALS AND THE LOT.

5.1 Buyer Option Selections. **Buyer must select all structural options on the date Buyer signs this Agreement.** Buyer must make a final selection of all non-structural options and upgrades within 30 Days after the date Buyer signs the Agreement. Buyer agrees to schedule and attend all necessary appointments to make Buyer's selections. Buyer's selections will be final and binding when made. If, after the above deadline for Buyer to make a final selection of options and upgrades, Buyer requests, and Seller approves (without any obligation to do so), an addition or change to any options or upgrades previously selected, Buyer will be charged a nonrefundable administrative fee of $250-$2500_ for each changed or added option or upgrade. The price for each option will be the price in effect at the time of Buyer's selection. Unless Seller designates otherwise, Deposits for options and upgrades, if required, will be due at the time of Buyer's selection. If Buyer has not made an option selection within the time required above, Seller may make such selection for Buyer, in which case Buyer will be bound by such selection. If Seller requests Buyer to re-select an option which has become unavailable or is no longer offered by Seller, Buyer will do so within 5 days after being notified by Seller and the Total Purchase Price may be adjusted accordingly.

a. **Flooring**. Seller advises Buyer that certain areas of the Home may not be well suited for certain types of flooring (for example, hardwood or carpet may not be well suited for areas of the Home with a higher likelihood of moisture). Seller may, in its sole discretion, refuse to install certain types of flooring in areas of the Home Seller deems unsuitable for such flooring. If, at the request of Buyer, Seller agrees to install flooring that Seller deems to be unsuitable, Seller will not be responsible for any resulting damage and Buyer will not receive warranty coverage under the Home Warranty (defined below) for such flooring.

b. **Seller's Right to Change or Limit Designs and Options**. Seller reserves the right to limit options and upgrades offered with respect to the Home. Buyer will be entitled to select options only from those options available with respect to the Home at the time of Buyer's selection. Some options offered in other homes in the Community or in other communities may not be available with respect to the Home. If

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Seller changes the design of other homes in the Community or changes the options offered or features included in other homes, Seller will have no obligation to make those changes to the Home or make them available to Buyer.

c. **Partially and Fully Completed Homes**. Buyer understands that current plans offered for newly built homes may have standard materials and features not included in a completed or partially completed home. If Buyer is purchasing a partially completed home, the Home will include only those materials and features that were standard for the Home when construction commenced, those options already selected by Seller, and those options which Buyer selects (to the extent Seller permits additional option selections). If Buyer is purchasing a partially completed home, the above time deadline for option selections is not applicable to Buyer. Instead, Buyer must make any available option selections within 7 days after the date Buyer signs this Agreement. Buyer understands Buyer's ability to select options for a partially completed home will depend upon the level of completion of the home at the time Buyer signs this Agreement and Buyer may be entitled to select only limited options or no options. If Buyer is purchasing a completed home, Buyer agrees it is purchasing the Home as presently constructed.

5.2 Community Specific Models. The design, specification levels, available options and pricing of homes and options may vary by community, even for the same or similar models. If Buyer has seen a model of the Home in another of Seller's communities, Buyer understands there may be significant differences in design, specification levels, options and pricing between such model and a similar model in the Community.

5.3 Models and Decorative Items. Buyer understands model homes have been professionally decorated to show various decorative ideas, constructed using a variety of features and materials to show design concepts, and professionally landscaped, and that such decorative items, features, materials and landscaping may not be offered as options or otherwise included in the Home. Such decorative items, features, materials and landscaping which may not be offered in the Home include without limitation, furnishings; draperies and other window treatments; wallpaper; custom carpet; upgraded cabinetry; coordinated paint; special textures; built-in shelves; beams; special lighting fixtures; special ceiling and wall treatments; mirrors; entry ways, walkways, driveways and other hardscape items constructed using non-standard materials; patios; patio covers; pools and spas; and landscaping using different varieties and in greater quantities and sizes. Decorative items, materials, landscaping and hardscape items and other options and upgrades displayed by model homes will not be included as part of the Property except to the extent expressly identified as being part of the Home in Seller's plans and specifications for the Home or offered by Seller as an option for the Home and selected as an option by Buyer in accordance with this Agreement.

5.4 Material Substitutions, Variations and Marketing Materials. Due to governmental requirements, unavailability of materials, changes in options or other product offerings or changes in suppliers, Seller reserves the right to make changes to the Home and/or deviate from the features, plans or specifications as Seller determines necessary by lot and home, so long as Seller substitutes materials of equivalent quality and appearance. Determination of equivalency will be in Seller's sole discretion. Buyer acknowledges that color and texture variations occur in all natural and some man-made products due to manufacturing processes (e.g., granite, wood, tile and concrete) and that such variations are to be expected, and, provided such variations are within industry tolerances, they will not be considered a defect and Seller will have no liability or responsibility for such variations. Buyer agrees images that may be in advertising or marketing materials are for marketing purposes only and may not reflect exact home design, specific components or materials used in home construction, specific manufacturer or models of components, or exact colors or textures of materials, all of which may vary or change in the course of actual construction as described above.

5.5 Lot Premiums. Premiums for lots vary and are determined by the particular attributes of each lot as evaluated from time-to-time by Seller in its sole discretion. Buyer understands the characteristics that make the Lot unique may change over time, and the Lot may become more or less desirable as a result of such changes. Seller makes no representation or guarantee of the current or future value of Buyer's Lot. Further development of the Community or surrounding property, whether made by Seller, the developer or any other owner, may affect the Lot's value and Buyer's use and enjoyment of the Lot. Buyer releases Seller from and agrees Seller will not be responsible or liable for any such changes or obligated to return any Lot premium.

5.6 Plan and Garage Orientation; Lot Utilities and Easements. Buyer understands the Home and garage orientation (i.e., left or right) may be built opposite of the floor plan or garage orientation shown in a brochure, on a website, or by a model due to various factors, including lot shape and the location of utilities. Seller reserves the right, in Seller's sole discretion, to determine the location, configuration and orientation of the Home and the garage on the Lot. Seller will determine air conditioner locations, which may be different than the plot plans and marketing materials. Seller and/or utility companies may locate or relocate utilities and other neighborhood structures and improvements on the Lot, including utility lines, boxes, pedestals, and vaults; electric transformers; fire hydrants; cluster mailboxes, if applicable; light poles; and storm drainage pipes, which items may not be shown on any plans for the Property. Buyer accepts that the Lot may have some or all of these items. Prior to Closing, Seller reserves the right to grant utility, drainage and similar easements in or over the Lot customarily granted in the development of residential real estate projects.

6. COMMUNITY SALES AND DEVELOPMENT.

6.1 Seller's Right to Manage its Business and Respond to Market Conditions. Before or after Closing, with no obligation to Buyer, Seller may change prices, premiums, terms, features, options and concessions for any proposed or existing homes in the Community or any other community. Seller may change floor plans, sizes, elevations, options, designs and other characteristics of homes built in the Community. Seller may rent or lease homes in the Community. Buyer accepts that Seller may have sold or may hereafter sell lots or homes in the Community to other builders, to investors or to persons or companies which may use them for rental purposes. Seller has neither offered nor agreed to any price protection or other commitment to Buyer regarding the value or resale value of the Property (or any other property), and Seller will not have any obligation or liability whatsoever to Buyer if any price or home changes or changes in Seller's business directly or indirectly affect the value of the Property.

6.2 Development. Seller reserves the right to change the zoning or planned use of other property in the Community or surrounding property. Development plans for the Community may be amended or changed from time-to-time to provide for, among other things, changes in land use, improvements, street patterns, setbacks, the type, number, style and prices of homes, lot sizes and configurations, densities, and amenities. Seller or its affiliates may annex into the Community additional lands not currently described in the Community Documents (defined below) or withdraw from the Community property currently described in the Community Documents. This annexation or withdrawal may or may not require the consent of certain owners of lots in the Community. The plans for the Community and any master development which encompasses the Community may be periodically updated and remain subject to change. Buyer understands that no statement of any representative of Seller regarding the planned use of property in or adjacent to the Community should be understood by Buyer or anyone as a warranty or promise regarding any future development plans for such property, and no such statement will limit or affect Seller's right to change zoning, land use or its development plans in the future. Buyer waives all claims, including claims for damages and costs, against Seller, its partners and other affiliates, and all of their respective officers, directors, shareholders, employees and agents as a result of any changes to the zoning, land use or development plans for the Community or for adjacent properties or for the annexation into or withdrawal of land from the Community.

6.3 Surrounding Land Uses, Community Services, and School and Taxing Districts. Any statement made or information provided by a representative of Seller concerning the present or future zoning, use or condition of land near the Lot or around the Community, concerning fire, ambulance, law enforcement, waste management, mail delivery or other services that may be available to the Community, or concerning

schools, school boundaries, or taxing districts (or the current or future taxes or assessments or other costs associated with owning the Property) is based only on the limited information known to such person at the time of such statement or action. Mail service, the location of mailboxes (whether individually located in front of each home or clustered in groups) and the assignment of mailboxes are determined by the U.S. Postal Service. Buyer understands that such items may change and may affect the Lot, the Community or residents of the Community. Buyer confirms that prior to executing this Agreement, Buyer has reviewed such items with the applicable operators or owners of such land, the applicable governmental authorities or the applicable service providers or Buyer has elected, on Buyer's own accord and determination, to forgo such review. Buyer has not relied, and agrees not to rely, on any statement made or information provided by any representative of Seller concerning any of the matters described above and Buyer releases Seller from all claims related to any of such matters.

6.4 City and Other Boundaries; Potential Annexation. If the Property is located outside the limits of a municipality, the Property may now or later be included in or annexed into the extraterritorial jurisdiction or city limits of a municipality. Each municipality or other governmental authority maintains a map that depicts its boundaries and areas of extraterritorial jurisdiction. Notwithstanding any statement made, or map or other information provided, by Seller or its representatives, Seller makes no representation or warranty to Buyer regarding the current or future boundaries of any municipality, county or other governmental authority. Buyer should contact all municipalities or other authorities located in the general proximity of the Property to determine if the Property is located within a municipality or other governmental entity's jurisdiction or is likely to be included or annexed into a municipality or other jurisdiction, and any costs as a consequence thereof.

6.5 Flooding and Flood Insurance. The U.S. Federal Emergency Management Agency (FEMA) publishes Flood Insurance Rate Maps designating special flood hazard areas or zones. FEMA flood maps, and flood maps and flooding related regulations issued by other governmental authorities, may change. Seller has no control over such flood maps, the designation of flood hazard areas or flooding related regulations, and Seller will have no liability or responsibility for any changes to same. Accordingly, Seller makes no representation or warranty whether a particular lot is or will be located inside or outside of a flood hazard area or impacted by new regulations. Whether the Property is located inside or outside of a flood hazard area is not a guarantee that it will or will not flood. Flooding can occur on any property, particularly property in flat or low-lying areas and in areas subject to hurricanes and torrential rain events. Seller recommends that Buyer consider obtaining flood insurance even if the Property may not be located in a special flood hazard area and even if flood insurance is not required by Buyer's lender. Buyer accepts the obligations and consequences of owning real property, including without limitation Buyer's responsibility to obtain flood insurance if Buyer desires financial protection from potential flooding. Buyer agrees that neither Seller nor any of its representatives have made, and Seller is not making, any representation or warranty regarding the present or future location of flood hazard or zone designations, regarding whether the Property or Community may flood, or regarding the need for or availability of flood insurance. Buyer releases Seller, its affiliates and their employees from all claims, causes of action, damages, injuries and other liability arising out of or related to the flooding of the Property or the Community as a result of a major rain or storm event.

6.6 Water and Mineral Rights. Buyer understands water rights and interests in oil, gas and other minerals in, on or under the Lot and other portions of the Community (collectively, "Mineral Rights") may have been previously reserved or conveyed to other persons, and the owners or lessees of such Mineral Rights may have various rights. However, such rights may be limited or restricted by municipal or other applicable laws, or certain rights of entry may have been released. Buyer agrees neither Seller nor any of its representatives has made any representation or warranty regarding Mineral Rights, whether any person can or may exercise any Mineral Rights, or the effect any water, oil, gas or mineral exploration or production may have on the Community or the Property. Buyer releases Seller, its affiliates and their employees from all claims, causes of action, damages, injuries and other liability arising out of or related to the Mineral Rights or any exercise thereof.

7. HOME CONSTRUCTION.

7.1 Build Quality Pre-Closing Orientation. When the Home is substantially complete, Buyer will have the opportunity to attend a **"Build Quality Pre-Closing Orientation"**, which is a pre-closing meeting and walk-through of the Home. Seller will schedule the Build Quality Pre-Closing Orientation approximately two (2) to three (3) business days prior to Closing. Seller will make a reasonable effort to accommodate Buyer's schedule for such meeting, but Closing will not be delayed if Buyer is unable to participate. During the Build Quality Pre-Closing Orientation, Seller will orient Buyer with the operation of the Home and identify any construction items which remain to be completed. Seller's goal is to complete all remaining construction items before Closing, but that may or may not occur. The existence of remaining construction items at the time of Closing will not entitle Buyer to cancel this Agreement, delay Closing, withhold funds, or require an escrow of funds at Closing. After Closing, Seller will complete any remaining construction items as soon as reasonably practical, considering weather and other factors. Buyer will provide Seller with access to the Home during Seller's normal working hours after Closing to allow Seller to complete the remaining construction items. Buyer's failure to provide Seller with access or Buyer's refusal to allow Seller to complete any remaining construction items according to the method selected by Seller will relieve Seller from any further obligation to complete such remaining construction items and from any obligation therefor under the Home Warranty.

7.2 Construction Plans; Variances. At Closing, Seller will deliver the Home in substantial conformance with this Agreement, the Home Plan and Home Elevation identified in Section 2 above and the Home will contain the materials, fixtures and features described in the Features List for the Home. Notwithstanding anything to the contrary in this Agreement, Buyer understands variances from those plans may occur during construction for various reasons, including aesthetic reasons, to address field conditions, and to comply with building codes or other governmental requirements. Dimensions and area (square footage) measurements shown in advertisements, sales brochures and other marketing materials are approximations for illustrative purposes only. Accordingly, actual "as-built" dimensions and area (square footage) measurements may vary from those materials and the construction plans. Seller's detailed construction plans and specifications for the Home are proprietary and confidential and will remain Seller's property. Buyer is acquiring no rights in Seller's construction plans and specifications and Seller will be under no obligation to deliver them to, or review them with, Buyer.

7.3 Construction; Timing/Completion of the Home. This Agreement is a contract for the construction of a new home. Buyer agrees Buyer will be purchasing the Property at Closing as a completed home. Buyer will acquire no right, title or interest in or to the Property except the right and obligation to purchase the Property upon the Closing Date in accordance with the terms of this Agreement. Construction of the Home will begin and progress according to Seller's construction schedule, as determined by Seller. Buyer agrees Seller is not Buyer's contractor, the direction and supervision of trade contractors rests exclusively with Seller, and Buyer will not issue any instruction to, or otherwise interfere with, hinder, delay, or otherwise impede the construction or construction schedule of the Home. Buyer understands its failure to timely perform its obligations may delay the commencement or completion of the construction of the Home. Seller will use reasonable efforts to keep Buyer informed of its construction schedule but cannot guarantee any specific completion date or construction schedule except as set forth in this Agreement. Seller is not responsible for inconvenience, loss, expense or other consequences to Buyer resulting from delays in construction completion provided that the Home is completed within the time period set forth in this Section. Seller is not responsible for delays in the installation or service delays of telephone, cable television, mail or similar services at, or after Closing provided that all necessary and customary utilities are extended to the Home within the time period set forth in this Section.

Buyer and Seller intend for this sale to be exempt from the Interstate Land Sales Full Disclosure Act by qualifying for the exemption provided by 15 U.S.C. Section 1702(a)(2), and nothing herein contained will be construed or operate, as to any obligation of Seller or right of Buyer, in a manner that would render such exemption inapplicable. Accordingly, Buyer and Seller authorize any court interpreting this Agreement to construe it liberally so that such exemption is available. Notwithstanding anything in this Agreement to the contrary, Seller will be obligated to complete

the Home no later than two years after the date Buyer signs this Agreement, except for delays caused by acts of God or other matters that qualify under impossibility of performance principles recognized under the laws of the state in which the Property is located, in which case the completion date will be extended by an amount of time equivalent to such delays.

7.4 Fencing. Seller is not required to install fencing on the Lot unless Seller has agreed to install fencing in this Agreement. If fencing is included, Seller has the sole right to determine the location and extent of the fencing on the Lot. While Seller generally places fencing approximately on the property line, Seller and other builders sometimes place fencing in a different location because of governmental set back requirements, utility or other easements, existing trees, retaining walls or other reasons. If applicable, Buyer understands that maps, condominium plans, plot plans and site plans may not necessarily represent the actual location where fencing has been or will be located on the Lot. Unless Seller has expressly designated a specific fencing location as part of this Agreement, fencing will be in the "as built" location, even if such location is different from the location shown on any maps, plot plans, site plans or permits. Buyer will be responsible for coordinating the maintenance of any fencing that is used as a common boundary fence with the owner of the adjoining lot.

7.5 No Buyer Alterations or Additions. Buyer will not make any alterations or additions to the Home or Lot prior to Closing, including, but not limited to, the alteration or addition of any equipment, wiring, appliances, wall coverings, sprinkler systems or paint. If Buyer violates this provision, Buyer will be in default under this Agreement and liable and responsible for all damages caused by and consequences of such alterations or additions, including time delays incurred by Seller in removing or correcting the alterations or additions. At Buyer's expense, Seller may remove or correct any such alterations or additions made by Buyer or Buyer's agents and destroy or dispose thereof without liability or compensation to Buyer.

7.6 Insulation. Where construction allows, insulation will be installed in the Home as follows:

Exterior Walls (except garage and other non-air conditioned areas):		
Type: Reflective Insulation with Vaporshield	Thickness: 1/2 inch	R-value: 4.1

Ceiling (except over garage and other non-air conditioned areas):		
Type: 00	Thickness: 00	R-value: 30

Notwithstanding the foregoing, insulation may be of lesser thickness and R-value than indicated in certain areas where the design of the Home does not permit greater thickness. Examples of locations where thickness and R-value may vary include locations where studs are placed in walls, corners, windows, where roof trusses attach to outside walls, and in upper level ceilings above heated areas. R-values are based on the specifications of the manufacturer and/or installer of the insulation and Seller does not warrant or represent the accuracy of the manufacturer's or installer's calculation of these R-values. Seller has the right to make substitutions as to the type, thickness and R-value of insulation installed in the Home as long as there are no substantial changes in the R-value of the insulation installed in a substantial portion of the Home**.** Minimum heat pump or air conditioner seasonal energy efficiency rating will be 14.

7.7 Energy Efficiency/Energy Costs. Seller makes no representation or warranty regarding the energy efficiency or energy costs of the Home, Consumer Products, or any component of the Home regardless of any (i) brochures, pamphlets, advertising, or other documents that may have been reviewed by Buyer, or (ii) discussions Buyer may have had with Seller or its employees, agents, or vendors. Buyer acknowledges the energy efficiency of the Home and associated energy costs will vary over time depending on many factors, including, but not limited to, usage, rates, fees and charges of local utility providers, home maintenance practices, household size, lighting and internal climate control systems, and weather conditions.

7.8 Environmental Notice/Disclosure. THE HOME AND ITS OCCUPANTS MAY BE EXPOSED TO VARIOUS ENVIRONMENTAL CONDITIONS IN OR NEAR THE HOME (INCLUDING, BUT NOT LIMITED TO, ELECTROMAGNETIC FIELDS FROM POWER LINES AND APPLIANCES, MOLD AND THE POSSIBILITY OF AIR, WATER, SOIL OR OTHER POLLUTION). FOR EXAMPLE, THE HOME IS CONSTRUCTED USING HUNDREDS OF NATURAL AND MAN-MADE MATERIALS WHICH COULD EXPOSE OCCUPANTS TO HARMFUL CHEMICALS, GASES AND ALLERGENS WHICH MAY AFFECT THEIR HEALTH. HARMFUL EMISSIONS (INCLUDING FORMALDEHYDE, PER- AND POLYFLUOROALKYL SUBSTANCES AND OTHER CHEMICALS) MAY BE PRODUCED FROM CARPETING, FLOORING, PRESSED WOOD PRODUCTS, INSULATION, PLASTICS, VARNISHES, GLUES AND OTHER BUILDING MATERIALS. ALSO, RADON IS A NATURALLY OCCURRING GAS WHICH EMANATES FROM CERTAIN SOILS THAT, WHEN IT ACCUMULATES IN HOMES, MAY PRESENT HEALTH RISKS. ONE OR MORE OF THESE ENVIRONMENTAL CONDITIONS MAY EXIST WITHIN OR AROUND THE HOME OR COMMUNITY. SELLER DOES NOT CLAIM ANY EXPERTISE CONCERNING SUCH CONDITIONS. SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, ABOUT ANY SUCH CONDITIONS, AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY TYPE OF DAMAGE OR INJURY SUCH CONDITIONS MAY CAUSE TO THE HOME OR ITS OCCUPANTS. BUYER ASSUMES THE RISK OF THE PRESENCE OF THE ABOVE CONDITIONS WITHIN OR AROUND THE HOME OR COMMUNITY AND RELEASES SELLER, ITS AFFILIATES AND THEIR EMPLOYEES FROM ALL CLAIMS, CAUSES OF ACTION, DAMAGES, INJURIES AND OTHER LIABILITY ARISING OUT OF OR RELATED TO ANY OF THE ABOVE CONDITIONS. FOR ADDITIONAL INFORMATION, SELLER RECOMMENDS THAT BUYER CONTACT ITS LOCAL, STATE OR FEDERAL ENVIRONMENTAL AGENCIES OR OTHER AVAILABLE SOURCES. BUYER WILL BE RESPONSIBLE, AT BUYER'S COST, TO ASCERTAIN WHETHER ANY OF THE ABOVE CONDITIONS MAY AFFECT THE HOME OR ITS OCCUPANTS AND, IF NECESSARY, TO TAKE APPROPRIATE REMEDIAL OR PROTECTIVE MEASURES.

7.9 Termites. Buyer is advised and acknowledges that during construction, Seller may utilize a termite treatment or barrier or combination of methods in an attempt to prevent termite infestation in the Home. Buyer is advised that current governmental regulations limit the types and concentration of chemicals and the methods of application that can be used in attempting to prevent or eradicate termites. Consequently, termites may appear following completion of the Home. Buyer is advised that disturbance of the soil around the Home's foundation stem wall can destroy the termite treatment barrier. Seller recommends that Buyer retain the services of a qualified pest control company to regularly (at least annually) inspect the Home and apply the appropriate termite treatments or measures to prevent termite infestation. Except and to the extent limited or prohibited by applicable law or FHA/VA regulations, Buyer waives all claims against Seller for damages, losses, costs and expenses in connection with the existence of termites at the Home or on the Property and Buyer agrees to be solely responsible for preventing or exterminating termites in or around the Home in such manner as Buyer may determine.

7.10 Landscaping/Drainage. Prior to Closing, the Lot will have been graded for proper water drainage in accordance with grading and drainage plans for the Community. Unless otherwise set forth in this Agreement, the Lot will not be landscaped in any way. If Seller offers optional landscaping packages, Buyer should carefully review and understand the terms of each landscaping package. If Buyer elects to install Buyer's own landscaping (if that option is available), Buyer, after Closing, will install such landscaping within any required time period set forth in the

Community Documents. At Closing, Seller will have no further responsibility for soil erosion, soil conditions, drainage or landscaping installed by Seller and Buyer will be solely responsible for all such matters (unless and to the extent of any landscaping warranty to be provided by Seller as described in this Agreement). Seller will not be liable or responsible for damages or other effects caused or contributed to by any change to the grading or drainage of the Lot made by Buyer or Buyer's contractor or landscaper. Unless set forth in this Agreement, Seller is providing no warranty with respect to landscaping and will have no liability for landscaping that dies or is damaged following Closing.

7.11 Construction Noise and Activities; Entry Gates. The Lot is part of a larger community in which other homebuilding and development activities are being or may be conducted. Those activities will cause noise, vibration, dust, mud, construction traffic and other potential inconveniences and nuisances in areas around the Lot. Seller will exercise reasonable control over those activities conducted by Seller, but Buyer agrees Seller will have no liability or responsibility to Buyer as a result of any of those activities or any resulting inconveniences or nuisances. If there are entry gates to the Community, such gates may be open during development of the Community and there are no assurances regarding security or the effectiveness of such gates or that pedestrian or other access will be controlled.

7.12 Visits to the Construction Site and Assumption of Liability and Risk. Buyer understands that a construction site can be a dangerous place. Buyer and its visitors will not visit the Lot or any other construction site in the Community without permission and without a representative of Seller. Hard hats and closed toe shoes are required while visiting areas under construction. **Any entry to the Lot or any construction site is at Buyer's sole risk and Buyer waives the right to make claims against Seller for any personal injury or property damage that Buyer, Buyer's guests and/or minor children may incur. Buyer agrees to indemnify and hold Seller harmless from and against any and all personal injuries, property damage, or any other claim or injury incurred by Buyer, or Buyer's visitors on the Property, or on any construction site at the Community at any and all times before and after Closing.**

7.13 Loss of Property. Seller will bear the risk of loss or damage to the Property (e.g., by fire or other casualty) until the earlier of the Closing Date or the time Buyer takes possession of the Property. If the Property is damaged prior to the earlier of the Closing Date or the time Buyer takes possession of the Property, Seller will repair the damage as Seller reasonably determines necessary. If Seller determines the Home has been totally destroyed, Seller will give Buyer written notice of such total destruction. Upon receipt of such notice, Buyer will have 10 days to provide Seller written notice of its election to either (i) terminate this Agreement and receive a refund of all Deposits paid, or (ii) have Seller restore the Property. If Buyer elects to have Seller restore the Property, the time for Seller to complete the Home will be extended, if permitted, in accordance with Section 7.3. If Buyer fails to timely deliver written notice to Seller of Buyer's election, Buyer will be deemed to have elected to terminate this Agreement and receive a refund of all Deposits paid. After the earlier of the Closing Date and the time Buyer takes possession of the Property, Buyer assumes and will bear all risk of loss or damage to the Property.

8. CLOSING.

8.1 Closing Agent. In the attached Financing Addendum, Buyer has selected the Closing Agent to provide title and settlement/closing services for the closing of the purchase and sale transaction contemplated by this Agreement (the **"Closing"**).

8.2 Closing Time and Place. The Closing will occur through an escrow established with Closing Agent and will be held at the offices of Closing Agent unless otherwise provided in this Agreement or otherwise designated by Seller. The Closing will be held at the time and on the date (the **"Closing Date"**) designated by Seller by providing at least seven (7) days days prior written, electronic or oral notice to Buyer. The Closing will be held when the Home is substantially complete (*i.e.*, the Closing will be held even if some construction items remain to be completed) and, if applicable to the Home, a temporary or final certificate of occupancy or its local equivalent has been issued by the applicable governmental authority.

8.3 Seller Right to Extend Closing Date. Subject to Section 7.3, Seller will have the right to extend the Closing Date in order to substantially complete the construction of the Home, to complete any other construction item(s), to obtain a certificate of occupancy or similar permit, or as necessary to align with the schedules of other closings being handled by Seller or Closing Agent. Buyer understands any Closing Date provided to Buyer or set by Seller prior to the date the Home is substantially complete is only an estimated date and, due to uncertainties inherent in construction, is subject to change by Seller. Because the Closing Date may change, Buyer agrees to remain flexible regarding the Closing Date, including, without limitation, Buyer's moving schedule, notifications to landlords, the closing of any existing home, and interest rate changes and locks. Seller will have no liability to Buyer due to a delay or extension of the Closing Date regardless of the reason. Buyer agrees Seller will not be required to reimburse Buyer for any expenses (including temporary housing costs, rentals, interest rate changes or lock fees, storage, moving and travel expenses) related to any changes in the timing of construction of the Home and/or the Closing Date.

8.4 Closing Procedures. At Closing:

a. Seller will execute and deliver to Buyer a Special Warranty deed, subject to (i) taxes and assessments not yet due; (ii) the Community Documents and other restrictive covenants common to the Community; (iii) all matters affecting the Property shown on the recorded plat for the Community; (iv) water, oil, gas and mineral rights previously reserved or conveyed; (v) all easements, covenants, restrictions, encumbrances and other matters of record affecting the Property; (vi) all matters and conditions shown on the survey or that would be revealed by an accurate survey or inspection of the Property; and (vii) applicable building and zoning codes and other laws of governmental authorities. The deed will be prepared by Seller or its designee and will be deemed acceptable to each party if it meets the requirements stated herein and complies with applicable law.

b. Buyer will deliver the Total Purchase Price and all other sums payable by Buyer pursuant to this Agreement. All sums due from Buyer at Closing must be paid by wire transfer or other immediately available funds acceptable to Seller and Closing Agent.

c. Seller and Buyer will each execute and deliver any notices, statements, certificates, affidavits and other documents as may be required by this Agreement or applicable law to consummate the Closing.

After Buyer and Seller have complied with their respective Closing obligations, Closing Agent will record all documents to be recorded in the real property records and disburse all funds according to the approved settlement statement or Closing Disclosure, as applicable. All funds to be disbursed to Seller shall be disbursed by wire transfer or other immediately available funds acceptable to Seller. Buyer and Seller authorize Closing Agent to execute and submit on their behalf any required affidavit of value and preliminary change of ownership report using the Total Purchase Price for the established value**.** Following the Closing, Closing Agent (or a separate title agent, if applicable) will issue or cause the issuance of an owner's policy of title insurance for the Property to Buyer, if purchased by Buyer.

8.5 Possession and Keys. Buyer will not have any equitable right in the Property or be entitled to possession of the Property until the complete consummation of the Closing and funding of the Total Purchase Price and all other costs payable pursuant to this Agreement. Except as otherwise required by law, keys to the Property will not be released and access will not be provided until all funds due from Buyer (including all loan proceeds from Buyer's lender) have been delivered to the Closing Agent and all conditions to closing and funding have been satisfied. Buyer understands loan funding may take several days after Buyer has executed loan documents.

8.6 Closing Costs. Buyer is responsible for paying, at or before Closing, (i) all costs related to the owner's policy of title insurance; (ii) the cost of a survey of the Property (or reimbursing Seller for that cost if Seller has already paid for the survey); (iii) all escrow fees and other charges of Closing Agent related to this transaction; (iv) all costs related to Buyer's mortgage loan or other financing, including but not limited to, application and origination fees, points, interest rate buy down costs, interest rate lock charges, prepaid interest, survey fees, credit report charges, lender

title insurance policy charges, homeowner's and flood insurance premiums, mortgage insurance premiums, appraisal fees, tax certificate and tax service charges, flood certificate charges, underwriting and loan processing charges, document preparation charges, and impounds for taxes, assessments and insurance; (v) all recording fees and stamp, excise, documentary or other transfer fees or taxes; (vi) homeowner's association fees, (vii) Buyer's portion of the Closing prorations described in Section 8.7 below, and (viii) any other items described on the settlement statement or Closing Disclosure, as applicable, other than costs Seller has expressly agreed herein to pay (collectively, "**Closing Costs**").

8.7 Closing Prorations. All real estate taxes and assessments, dues and assessments under the Community Documents, utility charges, and other charges against the Property for the year of Closing will be prorated as of the Closing Date. The proration of real estate taxes and assessments will be based on the most recent tax bill issued prior to Closing. All prorations will be final and not subject to adjustment after Closing.

8.8 Closing Delay; Failure to Close. Buyer agrees the timely performance of its obligations to close on the scheduled Closing Date is an essential term of this Agreement. If Buyer fails to perform any of Buyer's obligations on or before the Closing Date, Buyer will be in default under this Agreement. Seller will be under no obligation to agree to delay the Closing Date. If Buyer asks to delay the Closing Date for any reason (including due to delays caused by Buyer's lender), and Seller agrees to same, then Buyer agrees to pay Seller an extension fee equal to $250 times the number of days from the scheduled Closing Date until the extended Closing Date. Unless Seller agrees otherwise, the extension fee will be due upon Seller's agreement to extend the Closing Date and will not be credited toward the Total Purchase Price.

8.9 Agreement Not Contingent on Sale or Rental of Other Property. Unless expressly set forth otherwise in this Agreement or an addendum to this Agreement, this Agreement is not contingent upon the sale, closing or rental of Buyer's existing home or other property. If Buyer elects to apply for mortgage financing contingent on the sale or rental of Buyer's existing home or other property, Buyer does so at Buyer's own risk.

8.10 Water and Mineral Rights. Buyer understands water rights and interests in oil, gas and other minerals in, on or under the Lot may have been previously reserved or conveyed to other persons, including without limitation to Seller or companies affiliated with Seller. Seller has not made any representation or warranty to Buyer that the Property includes any water rights or interests in oil, gas or other minerals. If the ownership or prior reservation or conveyance of water or mineral rights is important to Buyer, Buyer is advised to research same further prior to entering into this Agreement.

8.11 Seller Paid Closing Costs. Unless otherwise instructed by Buyer and Seller in writing, to the extent this Agreement provides Seller will pay any Closing Costs or provide Buyer with an incentive or other funds Buyer may use to pay Closing Costs, Seller's funds will be applied to charges in the following order to the extent such funds are available:

a. items Seller is legally required to pay pursuant to state or federal law;
b. items Seller specifically has agreed to pay in this Agreement;
c. "points and fees" as that term is defined in Title 12, section 1026.32(b)(1)(i) of the Code of Federal Regulations;
d. "finance charges" as that term is defined in Title 12, section 1026.4 of the Code of Federal Regulations;
e. items commonly and customarily paid by a seller in the local market; and
f. other charges appearing on the settlement statement or Closing Disclosure, as applicable.

Nothing in this subsection creates an obligation by Seller to pay any Closing Costs.

9. WARRANTY.

9.1 Home Warranty. Seller warrants the Home against defects in workmanship and materials in accordance with Seller's New Home Limited Warranty and Performance Standards (collectively, the **"Home Warranty"**). Buyer acknowledges reviewing or having the opportunity to review the Home Warranty prior to executing this Agreement. Buyer agrees to the terms and conditions of the Home Warranty, all of which are incorporated herein by reference.

9.2 Disclaimer of Warranties for Consumer Products, Elevators, Solar System and Smart Home Components. Prior to Buyer's execution of this Agreement, a copy of the warranties for Consumer Products (defined below) in the Home and, if installed in the Home, any elevator, Solar System (as defined below) and Smart Home Components (as defined below), were made available to Buyer for Buyer's review. At or after Closing, Seller will deliver to Buyer the actual warranties for the Consumer Products in the Home and, if applicable, any elevator, Solar System, and Smart Home Components, to the extent such warranties exist. The term **"Consumer Products"** means all appliances, pieces of equipment, or other items installed in the Home that are consumer products for purposes of the Magnuson-Moss Warranty Act (15 U.S.C. Section 2301, et. seq.). See the Home Warranty for examples of Consumer Products. The term **"Solar System"** means all components of the solar energy system, including, without limitation, the solar panels, electrical inverter, wiring, mounting hardware and other related equipment. The term "**Smart Home Components**" means all hardware, software and other components of any computer network, data network or telecommunications network within the Home, whether wired or wireless, including, without limitation, modems, routers, access points and extenders, and any home automation devices, smart devices, remote controls, connected devices or other components connected to any such network (which may include, by way of example, but not limitation, smart thermostats or other climate control devices, lighting controls, garage door controllers, door locks, security system interfaces or controllers, speakers, smart speakers, voice controls and intelligent personal assistants). **Buyer understands Consumer Products, elevators, Solar Systems and Smart Home Components are excluded from coverage under the Home Warranty.** To the extent Seller has been issued a warranty from any manufacturer or installer of Consumer Products and any elevator, Solar System, or Smart Home Components installed in the Home, Seller assigns to Buyer, to the extent assignable and without recourse to Seller, Seller's rights in such warranties, if any. The assignment will be effective as of the Closing Date. Any rights that inure to a homeowner under a manufacturer's or installer's warranty are the obligation of the manufacturer or installer, as applicable. Seller does not assume any obligation of the manufacturer or installer resulting from a manufacturer's or installer's warranty. **Seller disclaims all representations and warranties of any kind, express or implied, relating to Consumer Products and any elevator, Solar System and Smart Home Components, including, without limitation, any representation or warranty regarding use, fitness of use, workmanship or quality.** Seller will not be liable for any damage to a Consumer Product or any elevator, Solar System or Smart Home Components or for any damage caused by a Consumer Product or any elevator, Solar System (including roof penetrations) or Smart Home Components. However, to the extent provided in the Home Warranty, Seller will be responsible for damage to the Consumer Product, elevator, Solar System or Smart Home Components caused by Seller's improper installation of such Consumer Product, elevator, Solar System or Smart Home Components or other act by Seller only if Seller's installation or other act caused such damage. Seller's disclaimer of representations and warranties does not limit or otherwise affect the warranty of any manufacturer or installer. If a Consumer Product, elevator, Solar System or Smart Home Component malfunctions or is otherwise defective, Buyer agrees to follow the procedures in the applicable manufacturer's or installer's warranty documents.

9.3 NO OTHER WARRANTIES. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE HOME WARRANTY AND ANY LANDSCAPE WARRANTY EXPRESSLY PROVIDED BY THIS AGREEMENT, IF APPLICABLE, ALL WARRANTIES REGARDING THE PROPERTY, INCLUDING BUT NOT LIMITED TO STATUTORY AND IMPLIED WARRANTIES (INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF HABITABILITY, MERCHANTABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS FOR A PARTICULAR PURPOSE), ARE HEREBY DISCLAIMED BY

SELLER AND WAIVED BY BUYER. THE HOME WARRANTY AND THE LANDSCAPE WARRANTY, IF APPLICABLE, ARE SUBSTITUTED IN PLACE OF ALL SUCH WARRANTIES. THIS MEANS THE HOME WARRANTY AND LANDSCAPE WARRANTY, IF APPLICABLE, ARE THE ONLY WARRANTIES THAT APPLY AND GOVERN BUYER'S AND SELLER'S RIGHTS AND OBLIGATIONS RELATED TO THE PROPERTY AND THERE ARE NO OTHER WARRANTIES, EXCEPT AS MAY BE REQUIRED BY APPLICABLE LAW. BUYER AGREES SELLER'S LIABILITY FOR ANY DEFECTIVE CONDITION WITH RESPECT TO THE PROPERTY, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY OR OTHERWISE, IS LIMITED SOLELY TO SELLER'S OBLIGATIONS AND BUYER'S REMEDIES EXPRESSLY PROVIDED IN THE HOME WARRANTY. BUYER IS NOT WAIVING ANY WARRANTY APPLICABLE TO MATERIALS IN THE HOME THAT MAY BE PROVIDED DIRECTLY BY A MANUFACTURER.

9.4 Smart Home Components. Network performance in the Home, both wired and wireless, will vary due to differences in home design and construction, placement of furnishings and appliances, placement of network components, network usage, network configuration, number of users, types of uses and other conditions in the Home. Buyer will be responsible for arranging and paying all costs for internet service to the Home and determining Buyer's speed and data requirements, which may vary. Seller does not guarantee that any Smart Home Component or other network equipment will meet Buyer's particular needs. Buyer is solely responsible for configuring all Smart Home Components and network settings, including without limitation, security settings and features, and for securing any additional security equipment or service that Buyer may choose to use to secure Buyer's network. **SELLER DOES NOT REPRESENT OR WARRANT THAT ANY SMART HOME COMPONENT OR NETWORK DEVICE IS SECURE OR CAN PREVENT PRIVACY INTRUSIONS, MALWARE OR CYBER-ATTACKS, EVEN WHEN CORRECTLY CONFIGURED. SELLER IS NOT PROVIDING ANY GUARANTY OR WARRANTY FOR, AND HEREBY DISCLAIMS ALL RESPONSIBILITY FOR, THE PERFORMANCE, COVERAGE, SECURITY, PRIVACY AND OTHER ASPECTS OF ANY SMART HOME COMPONENT OR NETWORK DEVICES WITHIN THE HOME. THE INSTALLATION AND CONFIGURATION OF SMART HOME COMPONENTS MAY BE PERFORMED BY THIRD PARTIES AND NOT SELLER. SELLER DOES NOT GUARANTEE OR WARRANT THE INSTALLATION OF SMART HOME COMPONENTS OR ANY EQUIPMENT OR SERVICES PROVIDED BY THIRD PARTIES.**

9.5 Buyer's Maintenance Responsibility. Buyer will be solely responsible to perform routine general maintenance and repairs on the Home. Buyer's failure to maintain and repair the Home may reduce or negate warranty coverage under the Home Warranty.

9.6 Subsequent Owners. The Home Warranty automatically transfers to the subsequent owner of the Home upon the transfer of title to the Home. However, the transfer of the Home Warranty does not extend any warranty coverage period. Buyer agrees to provide a copy of the Home Warranty to a subsequent owner of the Home who purchases the Home from Buyer.

9.7 Subrogation. Buyer understands the Home Warranty is not a liability or other type of insurance policy, including a homeowner's insurance policy, which typically provides coverage for certain property damages and casualty losses. If Buyer receives from an insurance company or any other party payment or repairs arising from a construction defect or otherwise relating to the Property, then to the fullest extent permitted by law, Buyer waives for itself and on behalf of anyone acquiring rights through Buyer, including, but not limited to, any insurance company or other party, all subrogation and other claims against Seller for such payments or repairs received by Buyer.

9.8 Harmless Deviations. Seller is obligated to deliver the Home constructed in substantial conformance with this Agreement and the Home Plan. However, the Home Warranty does not cover, Seller shall not be responsible or liable for, and Buyer waives and releases Seller from, any non-conformity with or deviation from plans, specifications, manufacturer's recommendations or building code requirements, unless it creates a covered defect under the Home Warranty that (a) results in actual physical damage to the Home or (b) presents an immediate threat to the health or safety of the occupants of the Home.

9.9 Heavy Furnishings and Equipment. Prior to moving or installing heavy furnishings, equipment or other items (which may include, without limitation, waterbeds, safes, exercise equipment, large fish tanks, pianos, pool tables and spas) into the Home, including any attic space, balcony or deck, Buyer should consult a structural engineer to confirm any heavy items will not damage, overload, or exceed the structural design of, the flooring system, stairs or other portions of the Home. Buyer should not overload any portion of the Home, including stairs, balconies and decks, by over occupancy (too many people). Seller will not be responsible for any damages, loss or injuries arising out of heavy items in, or over occupancy of, any part of the Home.

10. DEFAULT AND REMEDIES.

10.1 Buyer's Default. Buyer will be in default under this Agreement if Buyer (i) notifies Seller or any employee of Seller, orally, electronically or in writing, that Buyer will not complete the purchase of the Property or will not perform any other obligation of Buyer set forth in this Agreement; or (ii) breaches any covenant or agreement of Buyer or otherwise fails to perform any obligation of Buyer under this Agreement or any addendum hereto as and when due. In addition to any rights and remedies provided to Seller elsewhere in this Agreement, upon a default by Buyer under this Agreement, Seller may, at its sole discretion, terminate this Agreement by delivering written notice of termination to Buyer and thereupon:

a. Seller will have no further obligation to Buyer under this Agreement, Buyer will have no further right, title, or interest in or to the Property, and Seller will be entitled to sell the Property to another party; and

b. Seller will be entitled to receive all Deposits made by Buyer as liquidated damages to Seller as a result of Buyer's default.

The amount of liquidated damages is intended as a reasonable estimate of Seller's actual damages, and not as a penalty, resulting from Buyer's default due to the difficulty and uncertainty in estimating or ascertaining, as of the date Buyer signs this Agreement, the actual damages Seller may suffer from Buyer's default, which damages will include without limitation the cost of administering this Agreement and the cost to take the Property off the market while this Agreement remains in effect. In each instance where this Agreement permits Seller to receive Buyer's Deposits as liquidated damages, Buyer will be deemed to have waived all challenges to the enforceability of such provision. This waiver includes, without limitation, any contention that the liquidated damages provision constitutes an unenforceable penalty, or that the liquidated damages do not bear a reasonable relationship to Seller's actual damages.

Upon receiving Seller's notice of termination, Closing Agent will be entitled to rely on such notice, without further documentation or authorization of any kind, that this Agreement has been terminated, that Seller is entitled to receive all Deposits, and that Buyer has no further right, title, or interest in the Deposits or the Property. No party may bring an action against or seek damages from Closing Agent for, nor will Closing Agent be liable for, any action taken by Closing Agent in accordance with this subsection and the instructions herein. Buyer agrees Seller will not waive any right to terminate this Agreement or receive the Deposits due to a default by Buyer because Seller delays or fails to enforce such rights.

10.2 Seller's Default. Seller will be in default under this Agreement if Seller fails to perform any obligation of Seller under this Agreement or any addendum hereto as and when due. Upon a default by Seller, Buyer may, as Buyer's sole and exclusive remedies, (i) terminate this Agreement and, if the Closing has not occurred, receive a return of the Deposits paid by Buyer (together with interest earned thereon, if required by law), and/or (ii) seek recovery against Seller of Buyer's actual damages by filing an arbitration action as provided in Section 12 below. Buyer waives all rights to seek specific performance. Notwithstanding the above and except as provided in this subsection below, Seller will not be

liable for any special, indirect, consequential or punitive damages, including, without limitation, any damages based on a claimed decrease in the value of the Property, even if Seller has been advised of the possibility of such damages. Any assertion of alleged defaults after Closing will be governed by, among other provisions, Sections 9 and 12. Notwithstanding any provision to the contrary in this Agreement, if Seller's default is based upon Seller's failure to complete the Home within the time period provided in Section 7.3 (Construction; Timing/Completion of the Home), then Buyer will have the right to seek all available remedies at law or in equity, without limitation, as a result of such failure.

11. INFORMATION SHARING TO FACILITATE HOME SALE; THIRD PARTY SERVICES. Many companies besides the homebuilder are involved in the sale of a home, such as the community developer, title companies, lenders and HOA management companies. To facilitate the construction of the Home and sale of the Property to Buyer, Seller may share this Agreement and information contained in this Agreement, including Buyer's name and contact information, with Seller's affiliates and other third parties, which may include, without limitation, design and option center operators, the developer of the Community, title companies, escrow agents, lenders, HOA management companies and governmental authorities and their agents. Seller may also share that information with companies that may offer goods and services to home buyers or may survey buyers about their experience in purchasing a home. Buyer agrees Seller may share such information as described above, and agrees those third parties may contact Buyer using Buyer's contact information to facilitate the Home purchase transaction or to offer their goods and services; but Buyer is under no obligation to purchase or receive any goods or services such parties may offer. Seller may receive referral fees or other compensation from such third parties where permitted by law. Seller is not responsible for the acts of any such parties or any promises, claims, products or services of such parties. More information regarding how Seller may use or share information pertaining to Buyer or this Agreement may be found at www.pulte.com/legal/privacy-policy.

12. ARBITRATION.

Agreement to Arbitrate Disputes

This Agreement provides that all Disputes (defined below) between Seller and Buyer will be resolved by BINDING ARBITRATION. This means both Seller and Buyer GIVE UP THE RIGHT TO GO TO COURT OR TO A JURY to assert or defend rights under this Agreement (EXCEPT for matters that may be taken to SMALL CLAIMS COURT as provided below). Seller's and Buyer's rights will be determined by a NEUTRAL ARBITRATOR and NOT by a judge or jury. Seller and Buyer are entitled to a FAIR HEARING, but the arbitration procedures are simpler and more limited than the rules applicable in a court. Arbitrator decisions are as enforceable as any court order and are subject to very limited review by a court. For more information, read the provisions regarding arbitration below, review the American Arbitration Association's Home Construction Arbitration Rules and related information at www.adr.org, call the American Arbitration Association at 1-800-778-7879, and consult an attorney if you so choose.

12.1 Agreement to Arbitrate Disputes. Seller prides itself on having many satisfied customers. However, if Seller and Buyer are unable to resolve a dispute relating to this Agreement or the Property, the parties believe it is best to have a fair and efficient way to resolve that dispute. Accordingly, Buyer and Seller agree that any controversy, claim or dispute that arises out of or is related to this Agreement or the Property (including without limitation any claims for breach of contract, death, personal injury, property damage, defective design or construction, negligence, misrepresentation and fraud), whether arising before or after Closing (collectively, **"Disputes"**), shall be resolved through binding arbitration. The arbitrator's decision shall be final and binding, subject to appeal as described below. Alternatively, if the Dispute does not exceed the maximum jurisdictional amount for a small claims court in the state where the Property is located, then Buyer or Seller may elect to have the Dispute resolved in a small claims court rather than by binding arbitration (however, any appeal of a small claims court judgment must be resolved through arbitration in accordance with this Section 12). Disputes subject to arbitration under the Home Warranty shall be arbitrated in accordance with the terms and conditions of the Home Warranty.

12.2 Applicable Law. The parties acknowledge this Agreement evidences a transaction involving interstate commerce because, among other reasons, this Agreement is for the construction of a home involving the incorporation of materials manufactured in states other than where the Property is located and interstate commerce was used to purchase and transport materials used in the construction. The Federal Arbitration Act (the **"FAA"**) shall govern the interpretation and enforcement of this provision. The agreements in this Section 12 shall survive the termination of this Agreement, the Closing of the purchase of the Property and/or the default of either party. Even if a part of these arbitration provisions is determined to be unenforceable under applicable law, the remainder shall survive, and the parties shall remain obligated to resolve disputes through binding arbitration as set forth herein.

12.3 Arbitrator – American Arbitration Association. The arbitration shall be conducted before an arbitrator appointed by the American Arbitration Association (the **"AAA"**). If the AAA declines to arbitrate a dispute, or if the AAA is not available, the parties will agree to an alternative arbitrator, or have a court appoint a new arbitrator who meets the qualification criteria of an AAA-trained arbitrator. With respect to a Dispute pertaining to a construction issue that is not subject to arbitration under the Home Warranty, the arbitrator shall have at least ten years of construction arbitration experience.

12.4 Arbitration Rules. The arbitration shall proceed in accordance with the AAA's rules applicable to the Dispute. With respect to any portion of the Dispute pertaining to a construction issue that is not subject to arbitration under the Home Warranty, the arbitration shall proceed in accordance with the AAA's Home Construction Arbitration Rules. If those rules have been repealed or replaced at the time the arbitration claim is filed, the AAA's rules then most applicable to residential construction shall apply. However, Seller will be entitled to visually inspect and perform testing as to any component claimed to have a construction defect and no AAA rule shall apply if it is inconsistent with the provisions of this Agreement.

12.5 Additional Parties or Claims. Any Dispute involving claims against Seller's parent, subsidiaries, successor entities, future acquired entities or affiliated companies or any of their respective officers, directors, agents, employees, or representatives also shall be resolved through binding arbitration as set forth herein. Buyer and Seller agree that this arbitration agreement inures to the benefit of those parties. Further, either Buyer or Seller may join as a party to the arbitration any third party consultant, contractor, supplier, manufacturer, engineer, architect or other professional involved in the manufacture, design or construction of any part of the Property. Except as provided above, the parties agree that any arbitration shall be between only Buyer and Seller and shall not be joined or consolidated with the claims or arbitration of any other party unless specifically agreed to in writing by Buyer and Seller, and agree the arbitrator is not authorized to permit any consolidation or joinder with any other party. Buyer waives the right to institute or participate in a class or any other type of representative arbitration or any type of legal action as a member or representative of a class for any Disputes and agrees the arbitrator is not authorized to permit any class or representative arbitration.

12.6 Arbitration Process. Buyer or Seller shall begin the arbitration process by filing a demand for arbitration with the AAA and serving a copy of the demand on the other party. The failure to initiate arbitration at any particular time shall not be considered a waiver of the right to compel arbitration of a Dispute. The only way this right to arbitrate claims may be waived is by a written agreement among the parties. To the extent not inconsistent with the FAA, all provisions of this paragraph are subject to the general qualification that state laws, requirements and

rules, including, but not limited to, state filing limitations (such as statute of limitations and statutes of repose), may affect how and when arbitration may be initiated and administered. The following is a brief description of the steps to initiate arbitration and the arbitration process:

(a) Step 1 – Filing a Request. The party initiating arbitration must notify the AAA in writing of the request for arbitration under the terms of this Agreement. If Seller initiates arbitration, Seller will pay the AAA's filing fee. If Buyer initiates arbitration, Buyer will pay the lesser of 1/2 of the AAA filing fee or the amount provided by the AAA rules and Seller will pay the other 1/2 or remainder. All other AAA arbitration fees and costs shall be paid in accordance with the applicable AAA fee schedule.

(b) Step 2 - Hearing. The arbitration will be held at a location agreed to by the parties, usually in the metropolitan area where the Property is located. The hearing typically will be scheduled by the arbitrator at a time mutually agreeable to all parties. At the hearing, the arbitrator will hear and consider evidence presented by all parties. If a party timely notifies the AAA of a request for a record of the hearing prior to the earlier of the hearing date or the date in the AAA's rules, if specified, the arbitrator will preserve all evidence presented at the arbitration. Oral evidence will be preserved in a manner that it can be converted into a written transcript. The costs of the record will be paid by the party requesting the record or shared equally among the parties requesting a copy.

(c) Step 3 - Award. The arbitrator's award will decide the relief to be awarded and, if the Dispute relates to a construction issue that is not subject to arbitration under the Home Warranty, and if requested by a party, the scope and manner of correction. The arbitrator's award shall be consistent with this Agreement, based on applicable law (except to the extent the FAA overrides and preempts state, local or other law), and shall include findings of fact and conclusions of law. If permitted by the AAA rules, either party may request a written explanation of the award. Each party shall bear its own attorney's fees and expenses (including without limitation the costs and fees of any expert witnesses) in the arbitration, any confirmation proceeding and any appeal. Arbitrator compensation, expenses, and administrative fees (which include filing and hearing fees) shall not be subject to reallocation.

(i) Appeal. Each party shall have the right to appeal the arbitrator's award to the AAA by filing a written notice with the AAA (with a copy to the other party) within 30 days of the date of the arbitrator's award. The party appealing the award shall pay the fees necessary to initiate the appeal. If both sides appeal, the fees shall be split 50/50. The notice of appeal must include the specific items the party seeks to change in the award and the supporting facts and law. The appeal shall be heard by a panel of three arbitrators from the AAA. The appeal shall be conducted in accordance with the applicable rules of the AAA and provisions of this Section as if the claim was being initially filed with the AAA, except that: (i) the only issues to be determined on appeal are the issues described in the notice of appeal and any issues raised by the non-appealing party in response to the issues in the notice of appeal, (ii) the arbitrators' award on appeal shall be final, binding and non-appealable, and (iii) no new evidence shall be accepted or considered by the arbitrators.

(ii) Award after Appeal. The award of the arbitrator shall be final, subject to appeal as provided above. If a notice of appeal from the initial hearing is not received by the AAA within 30 days after the date of the initial award, then the initial award shall be final. Once the award is final, it will be binding on and enforceable against the parties, except as modified, corrected, or vacated according to the applicable arbitration rules and procedures or to the extent not inconsistent with the FAA or applicable state law. Either party may present the final award to any court having jurisdiction over the Dispute to enter that award as a judgment of the court.

(d) Step 4 - Repairs. To the extent the award pertains to a construction issue that is not subject to arbitration under the Home Warranty and requires Seller to make repairs, then unless designated otherwise in the award (and unless appealed), Seller will, within 10 days after a final award, elect to either perform the correction awarded by the arbitrator or, at Seller's option, pay Buyer the reasonable cost of such correction. If Seller elects to perform a correction under an award, Seller will complete the correction within 60 days after a final award or as may be specified by the arbitrator. If the correction cannot be completed in that time, the arbitrator must grant reasonable additional time to make the correction. If Buyer believes that the correction was not performed satisfactorily or in a timely manner, Buyer may have those issues determined in a later arbitration. If the cost of correction is not specified in the award and Seller elects to pay Buyer the reasonable cost of the correction, Buyer may have the amount of that payment reviewed in a later arbitration.

12.7 Expenses. Except as stated above, each party shall bear its own attorney's fees and other expenses incurred in connection with a Dispute. However, if a party to this Agreement files a court action in violation of this Section 12 and the other party is required to compel arbitration by filing a motion with the court, the court shall award the moving party its court costs and reasonable attorneys' fees incurred in connection with the motion.

Buyer's Initials:	Rubrica YMSDS Yglesio Luciano Moyses Silva De Souza					

13. GENERAL.

13.1 Binding Agreement; Assignment. This Agreement is binding upon Buyer and Seller and their respective heirs, executors, administrators and successors. This Agreement may not be assigned by Buyer without the written consent of Seller. Any attempted assignment by Buyer without Seller's written consent shall be of no force or effect.

13.2 Multiple Buyer Parties. If "Buyer" under this Agreement includes more than one person or entity, then each person signing as a Buyer party will be jointly and severally liable hereunder for the obligations and actions of each Buyer party. Seller will have the right to rely on the signature of any Buyer party as having the authority to bind all Buyer parties with respect to all matters relating to this Agreement. Any communication from a Buyer party, orally, electronically or in writing, will be binding on all Buyer parties. No Buyer party may use the failure of one or more Buyer parties to join in the execution of an amendment or other document as a defense to the enforcement of this Agreement or any amendment or other document executed in compliance with this section.

13.3 Notices. Except as otherwise set forth in this Agreement, all notices must be in writing and must be given by (a) hand delivery or courier service, (b) mail (registered, certified, or first class, with postage pre-paid), or (c) overnight delivery service, addressed to Buyer or Seller at the address for the applicable party in Section 1 of this Agreement. Notices sent by mail will be deemed to be given and received 3 days after deposit in a post office or official depository of the United States postal service. Notices sent by hand delivery, courier service or overnight delivery service will be deemed given and received upon actual or first attempted delivery of the notice. If "Buyer" under this Agreement includes more than one person or entity, then notice to any Buyer party will constitute notice to all Buyer parties.

13.4 Time of the Essence. Time is of the essence for every provision of this Agreement, including without limitation Buyer's performance of all of Buyer's obligations to close the purchase of the Property on the Closing Date.

13.5 Buyer's Performance. Buyer understands that Seller will construct the Home using Seller's standard construction and contract processes and procedures. Buyer agrees to: (i) make choices or take other actions required of Buyer under this Agreement within the indicated time frames; (ii) communicate with Seller's designated representatives to perform certain aspects of this Agreement, such as Seller's designated field manager, sales consultant, closing administrator or other representatives of Seller; (iii) not engage in harassing, abusive, foul, threatening, offensive or otherwise inappropriate behavior towards Seller's personnel or contractors; (iv) communicate Buyer's acceptance or approval of work which complies with this Agreement or the plans and specifications referenced herein; and (v) not take any action that impedes, obstructs

or interferes with the performance of Seller under this Agreement. After Closing, if Buyer requests service under the Home Warranty, Buyer will provide Seller's personnel and contractors with access to the Home during Seller's normal working hours and cooperate with them during the process of investigating and, if applicable, correcting the warranty issue. If Buyer or other occupants of the Home impede, obstruct or interfere with the efforts of Seller's personnel or contractors to provide warranty service, or engage in harassing, abusive, foul, threatening, offensive or otherwise inappropriate behavior towards Seller's personnel or contractors, then Seller will be relieved from its obligation to provide such warranty service.

13.6 Agency. Seller's sales consultants and other employees solely represent Seller. If Buyer has engaged any real estate agent, broker or other party to represent Buyer in this transaction, Buyer will be solely responsible for compensating such party, unless and to the extent Seller has agreed in writing to compensate such party.

13.7 Independent Contractors. Buyer understands Seller may refer Buyer to vendors or companies who provide real estate or other services designed to assist Buyer in purchasing or moving into the Home or with services related to the Home. Those companies are independent contractors and are not affiliated with Seller or its affiliates. Any warranties or representations for such services are warranties and representations given by the independent contractors only and not by Seller or its affiliates. Seller will not be responsible for the quality of any products or services provided by those companies.

13.8 Dates. If the final day of a period or date of performance under this Agreement falls on a Saturday, Sunday or federal holiday, then the final day of any such period or date of performance will be deemed to be the next day which is not a Saturday, Sunday or federal holiday.

13.9 No Investment Representation. None of Seller's employees or representatives is authorized to make any representation regarding economic benefits to be derived from this transaction. Economic benefits to be derived from purchasing a home will vary depending upon many factors, including market conditions and individual circumstances. Buyer may not rely on any statement made by any employee or representative of Seller regarding economic benefits of buying a home, but should instead rely only upon Buyer's own judgment and the advice of Buyer's attorneys, accountants and other advisors.

13.10 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and the remainder of this Agreement shall remain in full force and effect and shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement. In lieu of any such illegal, invalid or unenforceable provision, there shall be deemed added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

13.11 Amendments; No Waiver. This Agreement may be amended or modified only by a written instrument executed by Buyer and an authorized agent of Seller (Buyer understands Sales Consultants and Field Managers are not authorized employees of Seller to execute amendments). Except as stated in this Agreement, no party shall be deemed to have waived any provision of this Agreement unless such waiver is stated in writing and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of the Agreement shall not constitute a waiver of that provision or a waiver of a future breach of that or any other provision.

13.12 Governing Law/Venue. Any arbitration or litigation arising out of this Agreement shall be conducted in the state, county and city in which the Property is located and shall apply the law of the state in which the Property is located.

13.13 Counterparts; Electronic Execution. This Agreement may be executed in counterparts, all of which together will constitute this Agreement. This Agreement may be signed and transmitted electronically; an electronic or electronically transmitted signature of any person will be considered an original signature; and an electronic signature or copy hereof will have the same binding effect as an original signature on an original document. No party may raise the use of an electronic signature or the transmission of this Agreement by electronic means as a defense to the enforcement of this Agreement or any amendment or other document executed in compliance with this section.

13.14 No Recordation. Buyer may not record this Agreement, a memorandum of this Agreement, lis pendens or other notice of this Agreement in the real property or other public records of the jurisdiction in which the Property is located. Buyer agrees Seller will be entitled to an immediate court order removing or expunging any such instrument if recorded by or on behalf of Buyer and ordering Buyer to pay Seller all legal fees and expenses incurred by Seller to obtain such order. Buyer agrees this Agreement does not provide Buyer with an interest in real property and Buyer will have no such interest until Buyer completes the Closing in accordance with this Agreement.

14. COMMUNITY DOCUMENTS. The documents marked below are **"Community Documents"** that apply to the Property and have been provided to Buyer or made available for Buyer's review prior to Buyer's execution of this Agreement.

[ ]	Articles of Incorporation of Community/Homeowners Association	[ ]	Acknowledgment of Assessments
[ ]	Bylaws of Community/Homeowners Association	[ ]	Club Membership Documents
[ ]	Declaration of Covenants, Conditions and Restrictions for Community/Homeowners Association	[ ]	Design Guidelines
[ ]	Supplemental Declaration	[ ]	Golf Course Disclosure
[ ]	Condominium Declaration	[ ]	_____

Buyer's Initials:	Rubrica YMSDS ~~Yglesio Luciano~~ Moyses Silva De Souza					

If documents marked above indicate the Property is subject to a declaration, indenture or covenants for a community, homeowners or condominium association (**"Association"**), then Buyer agrees that by accepting title to the Property Buyer will be obligated to be a member of the Association and agrees that Buyer and the Property will be subject to the bylaws, rules, restrictions, obligations, encumbrances and other terms and conditions contained in the Community Documents pertaining to the Association and in the Association's other governing documents referred to in the Community Documents. Buyer understands the Association has the right to charge the owner of the Property for assessments and other charges as provided by the Association's governing documents. Those charges may include, without limitation, transfer fees, resale certification fees, capitalization charges and reserve contributions. Certain charges may be due by Buyer at Closing.

15. ADDENDA. Buyer acknowledges that, prior to Buyer's execution of this Agreement, Buyer received or Buyer had the opportunity to review, either physically or electronically, each of the documents marked below. Buyer approves each document marked below and agrees each is considered an "addendum" to this Agreement and is incorporated by reference into and made a part of this Agreement.

Required Addenda and Disclosures:

[X]	Affiliated Business Arrangement Disclosure (Mortgage)	[X]	Financing Addendum
[X]	Affiliated Business Arrangement Disclosure (Insurance)	[X]	Floor Plan, Elevation and Features List for Home
[X]	Affiliated Business Arrangement Disclosure (Title)	[X]	Summary of Important Dates
[X]	Affiliate Incentive Addendum	[X]	Job Initiation Order/Change Order
[X]	Beware of Cybercrimes	[X]	Florida Addendum

Additional Addenda:

[ ]	Acknowledgement of No Solicitation	[ ]	Model Home Sale Addendum
[ ]	Age Verification Addendum	[ ]	Nonresident Addendum – California Residents
[ ]	Cash Incentive Addendum	[ ]	Nonresident Addendum – New York Residents
[ ]	Cash Prepayment Discount Addendum	[ ]	Notice of Assumed Name
[ ]	Commission Agreement and Certification	[ ]	Radon Testing
[ ]	Community Disclosure Addendum	[ ]	Smart Home Components Addendum
[ ]	FHA Addendum	[ ]	Started/Completed Home Addendum
[ ]	Home Energy Ratings Addendum	[ ]	VA Addendum
[ ]	Home Equity Conversion Mortgage Amendment	[ ]	_____
[ ]	IRS 1031 Exchange	[ ]	_____
[ ]	Lot Not Owned Addendum	[ ]	_____
[ ]	_____	[ ]	_____

Buyer's Initials:	Rubrica YLMSDS Yglesio Luciano Moyses Silva De Souza					

16. THIS AGREEMENT; ENTIRE AGREEMENT. "This Agreement" as used herein means this Home Purchase Agreement, the JIO, each addendum and other document attached or otherwise incorporated by reference into this Home Purchase Agreement, and each amendment hereafter executed by Buyer and Seller. This Agreement constitutes the entire agreement and understanding between Buyer and Seller and neither Buyer nor Seller will be bound by any understanding, statement, agreement, promise or representation, express or implied, written or oral, not expressly set forth in this Agreement. Buyer has listed below any understanding, agreement, promise or representation by Seller or its employees or representatives not specifically stated in this Agreement and upon which Buyer is relying in purchasing the Property:

[x] None.

[ ] The following additional understandings, promises or representations should be set forth in this Agreement:

_____ DS MM

Initials:	Rubrica YLMSDS Yglesio Luciano Moyses Silva De Souza						Seller

17. SELLER'S SIGNATURE REQUIRED; LEGALLY BINDING AGREEMENT. THIS AGREEMENT WILL NOT BE BINDING UNTIL EXECUTED BY BUYER AND AN AUTHORIZED EMPLOYEE OF SELLER (SELLER'S SALES CONSULTANTS ARE NOT AUTHORIZED EMPLOYEES TO EXECUTE THIS AGREEMENT OR ANY AMENDMENT OR ADDENDUM HERETO). BUYER SHOULD READ AND UNDERSTAND ALL PROVISIONS BEFORE SIGNING. IF BUYER DOES NOT UNDERSTAND ANY PROVISION, BUYER SHOULD SEEK LEGAL ADVICE.

BUYER: Assinado por: Yglesio Luciano Moyses Silva De Souza 31AD751684404C3...

Yglesio Luciano Moyses Silva De Souza	8/28/2025 Date	_____	Date
_____	Date	_____	Date
_____	Date	_____	Date

Docusign Envelope ID: 30736A9A-D632-4A04-8E51-79222F3F34BD

SELLER: Pulte Home Company, LLC

DocuSigned by:
Nancy Medina
E9A305937D0E4CB...

By: _____
Its: Authorized Agent

Date: 9/4/2025



"We are pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the Nation."

Docusign Envelope ID: 2219021C-E564-47E3-A326-BD6BFD85E798

American Land Title Association

Final ALTA Settlement Statement - Cash
Adopted 05-01-2015

Lennar Title, Inc.
6675 Westwood Blvd
5th floor
Orlando, FL 32821

File No./Escrow No. : 111649-023562
Print Date & Time: August 28, 2025 6:16 am
Officer/Escrow Officer : Kristen Koener
Settlement Location : 6675 Westwood Blvd, 5th floor
Orlando, FL 32821

Property Address: 5677 LIVELINESS ALLEY
Clermont, FL 34714
Brief Legal: Lot(s) 701
Wellness Ridge Phase 2
Plat Book 83 Pages 83-97

Builder Job No.: 11138720701

Buyer: My Rentals & Management LLC
16207 Point Rock Drive
Oakland, FL 34787

Seller: Lennar Homes, LLC
6675 Westwood Blvd
5th Floor
Orlando, FL 32821

Settlement Date: August 29, 2025
Disbursement Date: August 29, 2025

Seller		Description	Buyer	
Debit	**Credit**		**Debit**	**Credit**
		Financial		
	410,340.00	Sale Price of Property	410,340.00	
		Deposit		41,500.00
28,723.00		Seller Credit		28,723.00
41,500.00		Excess Deposit		
		Prorations/Adjustments		
	139.69	CDD - 08/29/25-09/30/25	139.69	
542.47		County Taxes - 01/01/25 - 08/29/25		542.47
		Other Loan Charges		
		E-Recording Fee - Buyer/Borrower to POC by LTC fbo Simplifile	6.50	
		Title Charges and Escrow/Settlement Charges		

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Seller		Description	Buyer	
Debit	**Credit**		**Debit**	**Credit**
		Closing/Settlement Fee to Lennar Title, Inc.	695.00	
		Courier/Messenger to Lennar Title, Inc.	150.00	
		Search to Lennar Title, Inc.	395.00	
		ALTA Endorsement 9.2-06 (Covenants, Conditions and Restrictions - Improved Land - Owner's Po to Lennar Title, Inc.	212.70	
		Owner's Title Insurance to Lennar Title, Inc. Coverage: 410,340.00 Premium: 2,127.00	2,127.00	
		Commissions		
		Administrative Broker Commission to Authentic Real Estate Team	399.00	
22,897.02		Real Estate Commission Buyers Broker to Authentic Real Estate Team		
		Government Recording and Transfer Charges		
		Recording Fees - Deed to LTC fbo the County Clerk	35.50	
		Recording Fees - NOT to LTC fbo the County Clerk	27.00	
		State tax/stamps - Deed to LTC fbo the County Clerk	2,872.80	
		Miscellaneous		
		HOA Capital Contribution to Wellness Ridge Homoeowners Association, Inc.	100.00	
		HOA Dues - 2 Months Upfront to Wellness Ridge Homoeowners Association, Inc.	378.00	
170.71		HOA Dues - Prorated - 08/01/25-08/31/25 to Wellness Ridge Homoeowners Association, Inc.	18.29	
150.00		HOA Estoppel Fee to Icon Management Services		
	360.00	Survey Fee	360.00	

Seller			Buyer	
Debit	**Credit**		**Debit**	**Credit**
93,983.20	410,839.69	**Subtotals**	418,256.48	70,765.47
		Due from Buyer		347,491.01
316,856.49		**Due to Seller**		
410,839.69	410,839.69	**Totals**	418,256.48	418,256.48

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Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Lennar Title, Inc. to cause the funds to be disbursed in accordance with this statement.

Buyer

My Rentals & Management LLC

Assinado por:

BY: _____

Yglesio Luciano Moyses Silva De Souza

Sole Member

Seller

Lennar Homes, LLC , a Florida limited liability company

Signed by:

BY: _____

Benjamin Goldstein

Authorized Agent

Kristen Koener

Escrow Officer

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American Land Title Association

Final ALTA Settlement Statement - Cash
Adopted 05-01-2015

DHI Title of Florida, Inc.
ALTA Universal ID: 1038283
10192 Dowden Road, Suite 100
Orlando, FL 32832

File No./Escrow No.:	110-251400662
Print Date & Time:	July 18, 2025 3:51 pm
Officer/Escrow Officer:	Roberta Teixeira
Settlement Location:	10192 Dowden Road, Suite 100 Orlando, FL 32832
Property Address:	16207 Point Rock Drive Winter Garden, FL 34787
Buyer:	MYG Properties Real Estate Investments LLC, a Florida limited liability company 610 Sycamore Street Suite 315 Celebration, FL 34747
Seller:	D.R. Horton, Inc., a Delaware Corporation 10192 Dowden Road Orlando, FL 32832
Lender:	
Settlement Date :	July 21, 2025
Disbursement Date :	July 21, 2025

Seller		Description	Buyer	
Debit	**Credit**		**Debit**	**Credit**
		Financial		
	846,381.00	Sale Price of Property	846,381.00	
		Deposit		244,000.00
11,000.00		Seller Credit		11,000.00
244,000.00		Excess Deposit		
		Prorations/Adjustments		
	250.00	Buyer Reimburse Seller Survey	250.00	
978.39		County Taxes 01/01/25-07/21/25		978.39
		Title Charges and Escrow/Settlement Charges		
		Electronic Recording Fee to DHI Title FBO Simplifile	14.00	
		Fee for Closing Services to DHI Title of Florida, Inc.	800.00	
		Fee for Title Search to DHI Title of Florida, Inc.	150.00	
		Owner's Title Insurance to DHI Title of Florida, Inc.	4,307.00	

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Seller		Description	Buyer	
Debit	**Credit**		**Debit**	**Credit**
		Title Charges and Escrow/Settlement Charges (continued)		
		Coverage: $846,381.00 Premium: $4,307.00 Version: ALTA Owner's Policy 2021 with *Florida Modifications*		
		Commissions		
25,391.43		Commissions to Authentic Real Estate Team		
		Broker Fee to Authentic Real Estate Team	399.00	
		Transaction Coordinator Fee to Authentic Real Estate Team	400.00	
		Government Recording and Transfer Charges		
		Recording Fees to DHI Title FBO Orange County Clerk of the Court	10.00	
		Documentary Stamp Tax on Deed to DHI Title FBO Orange County Clerk of the Court	5,924.80	
		LLC Affidavit to DHI Title FBO Orange County Clerk of the Court	10.00	
		Miscellaneous		
		Survey to American Surveying & Mapping, Inc. $250.00 paid outside closing by Seller		
		July HOA to Waterleigh PH5 SFH Community Association, Inc. 07/01/25-07/31/25	98.50	
		Capital Contribution to Waterleigh PH5 SFH Community Association, Inc.	500.00	
		SFH Transfer Fee to Access Management	150.00	
		Master Transfer Fee to Access Management	50.00	
		Master Capital Contribution to Waterleigh Master Community Association, Inc.	600.00	
		August HOA to Waterleigh PH5 SFH Community Association, Inc.	277.58	

Seller			Buyer	
Debit	**Credit**		**Debit**	**Credit**
281,369.82	846,631.00	**Subtotals**	860,321.88	255,978.39
		Due from Buyer		604,343.49
565,261.18		**Due to Seller**		
846,631.00	846,631.00	**Totals**	860,321.88	860,321.88

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Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize DHI Title of Florida, Inc. to cause the funds to be disbursed in accordance with this statement.

Buyer

MYG Properties Real Estate Investments LLC, a Florida limited liability company

By: Yglesio Luciano Moyses Silva de Souza, Member

By: Juliana Britto Freire Martins Moyses, Member

Seller

D.R. Horton, Inc., a Delaware Corporation:

Anthony Benitez, Assistant Secretary

Roberta Teixeira
Escrow Officer

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Docusign Envelope ID: 6036BB89-ADF1-48D8-A8AA-E25C48058AC7

HOME PURCHASE AGREEMENT

This Home Purchase Agreement (this **"Agreement"**) dated 12/3/2025, is between Buyer and Seller.

1. BUYER AND SELLER.

1.1 Buyer. "Buyer" is the party, or collectively, the parties, listed below:

Name: Yglesio Luciano Moyses Silva De Souza
Current Address: Brasil, NA, NA NA
Telephone: (Primary) (000) 000-0000; (Secondary)
E-mail address: Yglesio@yahoo.com

1.2 Seller. **"Seller"** is Pulte Home Company, LLC. Seller's address is 4901 Vineland Road, Suite 500, Orlando, FL 32811.

2. PROPERTY. Seller agrees to sell and Buyer agrees to purchase a home (the **"Home"**) located on the lot described below (the **"Lot"**) in The Cove at Nona Sound (the **"Community"**). Seller will construct the Home in substantial conformance with this Agreement and the Home Plan and Home Elevation identified below and the Home will contain the materials, fixtures and features described in the Features List for Home referenced in Section 15 below. The Home and Lot are collectively referred to as the **"Property"**.

Lot Mailing Address: 11405 Nona Sound Street, Orlando, Orange, FL 32827	
Lot Description (Lot/Block/Section or Phase):	
Condominium Unit No.: <<Unit Number>>	**Community:** The Cove at Nona Sound
Accounting Lot Number: 03505	**Accounting Community Name:** The Cove at Nona Sound
Home Plan: Dahlia	**Home Elevation:** Elevation MD2

3. PURCHASE PRICE AND DEPOSITS.

3.1 Total Purchase Price. Buyer agrees to pay Seller the Total Purchase Price for the Property, such amount being the Base Price of the Property as set forth on the attached Job Initiation Order or Change Order (the Job Initiation Order or Change Order, as applicable, as amended by any subsequent Change Order, the "**JIO**"), plus the price of all options, upgrades and premiums selected by Buyer on the JIO or any addenda. Buyer understands the current Total Purchase Price set forth on the JIO may change as provided in this Agreement and may be different than the final Total Purchase Price payable at Closing (as defined below).

3.2 Deposits. Buyer agrees to deliver the Deposits as required by this Agreement. "**Deposits**" mean the initial earnest money deposit and all other deposits and amounts paid in advance of Closing with regard to options, upgrades or premiums pursuant to this Agreement, the JIO or any addenda. Buyer's initial earnest money deposit is **$50,000.00** and is due upon Buyer's execution of this Agreement. Buyer understands Seller may require additional Deposits for certain options, upgrades and premiums. Except as expressly provided otherwise in this Agreement or by applicable law, all Deposits are nonrefundable when paid. The Deposits will be paid to Seller, may be used by Seller in its general operations, and may not be deposited into a separate bank account or escrow. If Buyer delivers the Deposits to Closing Agent (as defined in the Financing Addendum), Buyer authorizes Closing Agent to transfer the Deposits to Seller or Seller's account. In no event will Buyer be entitled to receive interest on the Deposits from Seller, whether deemed to accrue or actually accrued, except as provided in Section 10.2. All Deposits and other sums to be paid by Buyer **prior** to Closing must be paid in U.S. dollars through Seller's online payment portal using a debit card or by authorizing an ACH/direct debit payment (for sums due at Closing, see Section 8.4.b). If Buyer is entitled to a return of any Deposits, Buyer authorizes Seller to either return the Deposits to the account Buyer used to pay Deposits through Seller's online payment portal (if applicable) or deliver a check to Buyer. At Closing, the Deposits will be credited toward the Total Purchase Price.

4. PAYMENT OF PURCHASE PRICE; LENDER AND LOAN APPROVAL. In the attached Financing Addendum, Buyer elects whether to pay the Total Purchase Price in cash or by obtaining a mortgage loan. If Buyer elects to obtain a mortgage loan, then the Financing Addendum contains Buyer's selection of Buyer's lender from which Buyer will seek a loan and agreements regarding Buyer's obligation to apply for the loan and seek loan approval.

5. HOME OPTIONS, CONSTRUCTION MATERIALS AND THE LOT.

5.1 Buyer Option Selections. **Buyer must select all structural options on the date Buyer signs this Agreement.** Buyer must make a final selection of all non-structural options and upgrades within 30 Days after the date Buyer signs the Agreement. Buyer agrees to schedule and attend all necessary appointments to make Buyer's selections. Buyer's selections will be final and binding when made. If, after the above deadline for Buyer to make a final selection of options and upgrades, Buyer requests, and Seller approves (without any obligation to do so), an addition or change to any options or upgrades previously selected, Buyer will be charged a nonrefundable administrative fee of $250-$2500_ for each changed or added option or upgrade. The price for each option will be the price in effect at the time of Buyer's selection. Unless Seller designates otherwise, Deposits for options and upgrades, if required, will be due at the time of Buyer's selection. If Buyer has not made an option selection within the time required above, Seller may make such selection for Buyer, in which case Buyer will be bound by such selection. If Seller requests Buyer to re-select an option which has become unavailable or is no longer offered by Seller, Buyer will do so within 5 days after being notified by Seller and the Total Purchase Price may be adjusted accordingly.

a. **Flooring**. Seller advises Buyer that certain areas of the Home may not be well suited for certain types of flooring (for example, hardwood or carpet may not be well suited for areas of the Home with a higher likelihood of moisture). Seller may, in its sole discretion, refuse to install certain types of flooring in areas of the Home Seller deems unsuitable for such flooring. If, at the request of Buyer, Seller agrees to install flooring that Seller deems to be unsuitable, Seller will not be responsible for any resulting damage and Buyer will not receive warranty coverage under the Home Warranty (defined below) for such flooring.

b. **Seller's Right to Change or Limit Designs and Options**. Seller reserves the right to limit options and upgrades offered with respect to the Home. Buyer will be entitled to select options only from those options available with respect to the Home at the time of Buyer's selection. Some options offered in other homes in the Community or in other communities may not be available with respect to the Home. If

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Seller changes the design of other homes in the Community or changes the options offered or features included in other homes, Seller will have no obligation to make those changes to the Home or make them available to Buyer.

c. **Partially and Fully Completed Homes**. Buyer understands that current plans offered for newly built homes may have standard materials and features not included in a completed or partially completed home. If Buyer is purchasing a partially completed home, the Home will include only those materials and features that were standard for the Home when construction commenced, those options already selected by Seller, and those options which Buyer selects (to the extent Seller permits additional option selections). If Buyer is purchasing a partially completed home, the above time deadline for option selections is not applicable to Buyer. Instead, Buyer must make any available option selections within 7 days after the date Buyer signs this Agreement. Buyer understands Buyer's ability to select options for a partially completed home will depend upon the level of completion of the home at the time Buyer signs this Agreement and Buyer may be entitled to select only limited options or no options. If Buyer is purchasing a completed home, Buyer agrees it is purchasing the Home as presently constructed.

5.2 Community Specific Models. The design, specification levels, available options and pricing of homes and options may vary by community, even for the same or similar models. If Buyer has seen a model of the Home in another of Seller's communities, Buyer understands there may be significant differences in design, specification levels, options and pricing between such model and a similar model in the Community.

5.3 Models and Decorative Items. Buyer understands model homes have been professionally decorated to show various decorative ideas, constructed using a variety of features and materials to show design concepts, and professionally landscaped, and that such decorative items, features, materials and landscaping may not be offered as options or otherwise included in the Home. Such decorative items, features, materials and landscaping which may not be offered in the Home include without limitation, furnishings; draperies and other window treatments; wallpaper; custom carpet; upgraded cabinetry; coordinated paint; special textures; built-in shelves; beams; special lighting fixtures; special ceiling and wall treatments; mirrors; entry ways, walkways, driveways and other hardscape items constructed using non-standard materials; patios; patio covers; pools and spas; and landscaping using different varieties and in greater quantities and sizes. Decorative items, materials, landscaping and hardscape items and other options and upgrades displayed by model homes will not be included as part of the Property except to the extent expressly identified as being part of the Home in Seller's plans and specifications for the Home or offered by Seller as an option for the Home and selected as an option by Buyer in accordance with this Agreement.

5.4 Material Substitutions, Variations and Marketing Materials. Due to governmental requirements, unavailability of materials, changes in options or other product offerings or changes in suppliers, Seller reserves the right to make changes to the Home and/or deviate from the features, plans or specifications as Seller determines necessary by lot and home, so long as Seller substitutes materials of equivalent quality and appearance. Determination of equivalency will be in Seller's sole discretion. Buyer acknowledges that color and texture variations occur in all natural and some man-made products due to manufacturing processes (e.g., granite, wood, tile and concrete) and that such variations are to be expected, and, provided such variations are within industry tolerances, they will not be considered a defect and Seller will have no liability or responsibility for such variations. Buyer agrees images that may be in advertising or marketing materials are for marketing purposes only and may not reflect exact home design, specific components or materials used in home construction, specific manufacturer or models of components, or exact colors or textures of materials, all of which may vary or change in the course of actual construction as described above.

5.5 Lot Premiums. Premiums for lots vary and are determined by the particular attributes of each lot as evaluated from time-to-time by Seller in its sole discretion. Buyer understands the characteristics that make the Lot unique may change over time, and the Lot may become more or less desirable as a result of such changes. Seller makes no representation or guarantee of the current or future value of Buyer's Lot. Further development of the Community or surrounding property, whether made by Seller, the developer or any other owner, may affect the Lot's value and Buyer's use and enjoyment of the Lot. Buyer releases Seller from and agrees Seller will not be responsible or liable for any such changes or obligated to return any Lot premium.

5.6 Plan and Garage Orientation; Lot Utilities and Easements. Buyer understands the Home and garage orientation (i.e., left or right) may be built opposite of the floor plan or garage orientation shown in a brochure, on a website, or by a model due to various factors, including lot shape and the location of utilities. Seller reserves the right, in Seller's sole discretion, to determine the location, configuration and orientation of the Home and the garage on the Lot. Seller will determine air conditioner locations, which may be different than the plot plans and marketing materials. Seller and/or utility companies may locate or relocate utilities and other neighborhood structures and improvements on the Lot, including utility lines, boxes, pedestals, and vaults; electric transformers; fire hydrants; cluster mailboxes, if applicable; light poles; and storm drainage pipes, which items may not be shown on any plans for the Property. Buyer accepts that the Lot may have some or all of these items. Prior to Closing, Seller reserves the right to grant utility, drainage and similar easements in or over the Lot customarily granted in the development of residential real estate projects.

6. COMMUNITY SALES AND DEVELOPMENT.

6.1 Seller's Right to Manage its Business and Respond to Market Conditions. Before or after Closing, with no obligation to Buyer, Seller may change prices, premiums, terms, features, options and concessions for any proposed or existing homes in the Community or any other community. Seller may change floor plans, sizes, elevations, options, designs and other characteristics of homes built in the Community. Seller may rent or lease homes in the Community. Buyer accepts that Seller may have sold or may hereafter sell lots or homes in the Community to other builders, to investors or to persons or companies which may use them for rental purposes. Seller has neither offered nor agreed to any price protection or other commitment to Buyer regarding the value or resale value of the Property (or any other property), and Seller will not have any obligation or liability whatsoever to Buyer if any price or home changes or changes in Seller's business directly or indirectly affect the value of the Property.

6.2 Development. Seller reserves the right to change the zoning or planned use of other property in the Community or surrounding property. Development plans for the Community may be amended or changed from time-to-time to provide for, among other things, changes in land use, improvements, street patterns, setbacks, the type, number, style and prices of homes, lot sizes and configurations, densities, and amenities. Seller or its affiliates may annex into the Community additional lands not currently described in the Community Documents (defined below) or withdraw from the Community property currently described in the Community Documents. This annexation or withdrawal may or may not require the consent of certain owners of lots in the Community. The plans for the Community and any master development which encompasses the Community may be periodically updated and remain subject to change. Buyer understands that no statement of any representative of Seller regarding the planned use of property in or adjacent to the Community should be understood by Buyer or anyone as a warranty or promise regarding any future development plans for such property, and no such statement will limit or affect Seller's right to change zoning, land use or its development plans in the future. Buyer waives all claims, including claims for damages and costs, against Seller, its partners and other affiliates, and all of their respective officers, directors, shareholders, employees and agents as a result of any changes to the zoning, land use or development plans for the Community or for adjacent properties or for the annexation into or withdrawal of land from the Community.

6.3 Surrounding Land Uses, Community Services, and School and Taxing Districts. Any statement made or information provided by a representative of Seller concerning the present or future zoning, use or condition of land near the Lot or around the Community, concerning fire, ambulance, law enforcement, waste management, mail delivery or other services that may be available to the Community, or concerning

schools, school boundaries, or taxing districts (or the current or future taxes or assessments or other costs associated with owning the Property) is based only on the limited information known to such person at the time of such statement or action. Mail service, the location of mailboxes (whether individually located in front of each home or clustered in groups) and the assignment of mailboxes are determined by the U.S. Postal Service. Buyer understands that such items may change and may affect the Lot, the Community or residents of the Community. Buyer confirms that prior to executing this Agreement, Buyer has reviewed such items with the applicable operators or owners of such land, the applicable governmental authorities or the applicable service providers or Buyer has elected, on Buyer's own accord and determination, to forgo such review. Buyer has not relied, and agrees not to rely, on any statement made or information provided by any representative of Seller concerning any of the matters described above and Buyer releases Seller from all claims related to any of such matters.

6.4 City and Other Boundaries; Potential Annexation. If the Property is located outside the limits of a municipality, the Property may now or later be included in or annexed into the extraterritorial jurisdiction or city limits of a municipality. Each municipality or other governmental authority maintains a map that depicts its boundaries and areas of extraterritorial jurisdiction. Notwithstanding any statement made, or map or other information provided, by Seller or its representatives, Seller makes no representation or warranty to Buyer regarding the current or future boundaries of any municipality, county or other governmental authority. Buyer should contact all municipalities or other authorities located in the general proximity of the Property to determine if the Property is located within a municipality or other governmental entity's jurisdiction or is likely to be included or annexed into a municipality or other jurisdiction, and any costs as a consequence thereof.

6.5 Flooding and Flood Insurance. The U.S. Federal Emergency Management Agency (FEMA) publishes Flood Insurance Rate Maps designating special flood hazard areas or zones. FEMA flood maps, and flood maps and flooding related regulations issued by other governmental authorities, may change. Seller has no control over such flood maps, the designation of flood hazard areas or flooding related regulations, and Seller will have no liability or responsibility for any changes to same. Accordingly, Seller makes no representation or warranty whether a particular lot is or will be located inside or outside of a flood hazard area or impacted by new regulations. Whether the Property is located inside or outside of a flood hazard area is not a guarantee that it will or will not flood. Flooding can occur on any property, particularly property in flat or low-lying areas and in areas subject to hurricanes and torrential rain events. Seller recommends that Buyer consider obtaining flood insurance even if the Property may not be located in a special flood hazard area and even if flood insurance is not required by Buyer's lender. Buyer accepts the obligations and consequences of owning real property, including without limitation Buyer's responsibility to obtain flood insurance if Buyer desires financial protection from potential flooding. Buyer agrees that neither Seller nor any of its representatives have made, and Seller is not making, any representation or warranty regarding the present or future location of flood hazard or zone designations, regarding whether the Property or Community may flood, or regarding the need for or availability of flood insurance. Buyer releases Seller, its affiliates and their employees from all claims, causes of action, damages, injuries and other liability arising out of or related to the flooding of the Property or the Community as a result of a major rain or storm event.

6.6 Water and Mineral Rights. Buyer understands water rights and interests in oil, gas and other minerals in, on or under the Lot and other portions of the Community (collectively, "Mineral Rights") may have been previously reserved or conveyed to other persons, and the owners or lessees of such Mineral Rights may have various rights. However, such rights may be limited or restricted by municipal or other applicable laws, or certain rights of entry may have been released. Buyer agrees neither Seller nor any of its representatives has made any representation or warranty regarding Mineral Rights, whether any person can or may exercise any Mineral Rights, or the effect any water, oil, gas or mineral exploration or production may have on the Community or the Property. Buyer releases Seller, its affiliates and their employees from all claims, causes of action, damages, injuries and other liability arising out of or related to the Mineral Rights or any exercise thereof.

7. HOME CONSTRUCTION.

7.1 Build Quality Pre-Closing Orientation. When the Home is substantially complete, Buyer will have the opportunity to attend a **"Build Quality Pre-Closing Orientation"**, which is a pre-closing meeting and walk-through of the Home. Seller will schedule the Build Quality Pre-Closing Orientation approximately two (2) to three (3) business days prior to Closing. Seller will make a reasonable effort to accommodate Buyer's schedule for such meeting, but Closing will not be delayed if Buyer is unable to participate. During the Build Quality Pre-Closing Orientation, Seller will orient Buyer with the operation of the Home and identify any construction items which remain to be completed. Seller's goal is to complete all remaining construction items before Closing, but that may or may not occur. The existence of remaining construction items at the time of Closing will not entitle Buyer to cancel this Agreement, delay Closing, withhold funds, or require an escrow of funds at Closing. After Closing, Seller will complete any remaining construction items as soon as reasonably practical, considering weather and other factors. Buyer will provide Seller with access to the Home during Seller's normal working hours after Closing to allow Seller to complete the remaining construction items. Buyer's failure to provide Seller with access or Buyer's refusal to allow Seller to complete any remaining construction items according to the method selected by Seller will relieve Seller from any further obligation to complete such remaining construction items and from any obligation therefor under the Home Warranty.

7.2 Construction Plans; Variances. At Closing, Seller will deliver the Home in substantial conformance with this Agreement, the Home Plan and Home Elevation identified in Section 2 above and the Home will contain the materials, fixtures and features described in the Features List for the Home. Notwithstanding anything to the contrary in this Agreement, Buyer understands variances from those plans may occur during construction for various reasons, including aesthetic reasons, to address field conditions, and to comply with building codes or other governmental requirements. Dimensions and area (square footage) measurements shown in advertisements, sales brochures and other marketing materials are approximations for illustrative purposes only. Accordingly, actual "as-built" dimensions and area (square footage) measurements may vary from those materials and the construction plans. Seller's detailed construction plans and specifications for the Home are proprietary and confidential and will remain Seller's property. Buyer is acquiring no rights in Seller's construction plans and specifications and Seller will be under no obligation to deliver them to, or review them with, Buyer.

7.3 Construction; Timing/Completion of the Home. This Agreement is a contract for the construction of a new home. Buyer agrees Buyer will be purchasing the Property at Closing as a completed home. Buyer will acquire no right, title or interest in or to the Property except the right and obligation to purchase the Property upon the Closing Date in accordance with the terms of this Agreement. Construction of the Home will begin and progress according to Seller's construction schedule, as determined by Seller. Buyer agrees Seller is not Buyer's contractor, the direction and supervision of trade contractors rests exclusively with Seller, and Buyer will not issue any instruction to, or otherwise interfere with, hinder, delay, or otherwise impede the construction or construction schedule of the Home. Buyer understands its failure to timely perform its obligations may delay the commencement or completion of the construction of the Home. Seller will use reasonable efforts to keep Buyer informed of its construction schedule but cannot guarantee any specific completion date or construction schedule except as set forth in this Agreement. Seller is not responsible for inconvenience, loss, expense or other consequences to Buyer resulting from delays in construction completion provided that the Home is completed within the time period set forth in this Section. Seller is not responsible for delays in the installation or service delays of telephone, cable television, mail or similar services at, or after Closing provided that all necessary and customary utilities are extended to the Home within the time period set forth in this Section.

Buyer and Seller intend for this sale to be exempt from the Interstate Land Sales Full Disclosure Act by qualifying for the exemption provided by 15 U.S.C. Section 1702(a)(2), and nothing herein contained will be construed or operate, as to any obligation of Seller or right of Buyer, in a manner that would render such exemption inapplicable. Accordingly, Buyer and Seller authorize any court interpreting this Agreement to construe it liberally so that such exemption is available. Notwithstanding anything in this Agreement to the contrary, Seller will be obligated to complete

the Home no later than two years after the date Buyer signs this Agreement, except for delays caused by acts of God or other matters that qualify under impossibility of performance principles recognized under the laws of the state in which the Property is located, in which case the completion date will be extended by an amount of time equivalent to such delays.

7.4 Fencing. Seller is not required to install fencing on the Lot unless Seller has agreed to install fencing in this Agreement. If fencing is included, Seller has the sole right to determine the location and extent of the fencing on the Lot. While Seller generally places fencing approximately on the property line, Seller and other builders sometimes place fencing in a different location because of governmental set back requirements, utility or other easements, existing trees, retaining walls or other reasons. If applicable, Buyer understands that maps, condominium plans, plot plans and site plans may not necessarily represent the actual location where fencing has been or will be located on the Lot. Unless Seller has expressly designated a specific fencing location as part of this Agreement, fencing will be in the "as built" location, even if such location is different from the location shown on any maps, plot plans, site plans or permits. Buyer will be responsible for coordinating the maintenance of any fencing that is used as a common boundary fence with the owner of the adjoining lot.

7.5 No Buyer Alterations or Additions. Buyer will not make any alterations or additions to the Home or Lot prior to Closing, including, but not limited to, the alteration or addition of any equipment, wiring, appliances, wall coverings, sprinkler systems or paint. If Buyer violates this provision, Buyer will be in default under this Agreement and liable and responsible for all damages caused by and consequences of such alterations or additions, including time delays incurred by Seller in removing or correcting the alterations or additions. At Buyer's expense, Seller may remove or correct any such alterations or additions made by Buyer or Buyer's agents and destroy or dispose thereof without liability or compensation to Buyer.

7.6 Insulation. Where construction allows, insulation will be installed in the Home as follows:

Exterior Walls (except garage and other non-air conditioned areas):		
Type: Reflective Insulation with Vaporshield	Thickness: 1/2 inch	R-value: 4.1

Ceiling (except over garage and other non-air conditioned areas):		
Type: 00	Thickness: 00	R-value: 30

Notwithstanding the foregoing, insulation may be of lesser thickness and R-value than indicated in certain areas where the design of the Home does not permit greater thickness. Examples of locations where thickness and R-value may vary include locations where studs are placed in walls, corners, windows, where roof trusses attach to outside walls, and in upper level ceilings above heated areas. R-values are based on the specifications of the manufacturer and/or installer of the insulation and Seller does not warrant or represent the accuracy of the manufacturer's or installer's calculation of these R-values. Seller has the right to make substitutions as to the type, thickness and R-value of insulation installed in the Home as long as there are no substantial changes in the R-value of the insulation installed in a substantial portion of the Home**.** Minimum heat pump or air conditioner seasonal energy efficiency rating will be 14.

7.7 Energy Efficiency/Energy Costs. Seller makes no representation or warranty regarding the energy efficiency or energy costs of the Home, Consumer Products, or any component of the Home regardless of any (i) brochures, pamphlets, advertising, or other documents that may have been reviewed by Buyer, or (ii) discussions Buyer may have had with Seller or its employees, agents, or vendors. Buyer acknowledges the energy efficiency of the Home and associated energy costs will vary over time depending on many factors, including, but not limited to, usage, rates, fees and charges of local utility providers, home maintenance practices, household size, lighting and internal climate control systems, and weather conditions.

7.8 Environmental Notice/Disclosure. THE HOME AND ITS OCCUPANTS MAY BE EXPOSED TO VARIOUS ENVIRONMENTAL CONDITIONS IN OR NEAR THE HOME (INCLUDING, BUT NOT LIMITED TO, ELECTROMAGNETIC FIELDS FROM POWER LINES AND APPLIANCES, MOLD AND THE POSSIBILITY OF AIR, WATER, SOIL OR OTHER POLLUTION). FOR EXAMPLE, THE HOME IS CONSTRUCTED USING HUNDREDS OF NATURAL AND MAN-MADE MATERIALS WHICH COULD EXPOSE OCCUPANTS TO HARMFUL CHEMICALS, GASES AND ALLERGENS WHICH MAY AFFECT THEIR HEALTH. HARMFUL EMISSIONS (INCLUDING FORMALDEHYDE, PER- AND POLYFLUOROALKYL SUBSTANCES AND OTHER CHEMICALS) MAY BE PRODUCED FROM CARPETING, FLOORING, PRESSED WOOD PRODUCTS, INSULATION, PLASTICS, VARNISHES, GLUES AND OTHER BUILDING MATERIALS. ALSO, RADON IS A NATURALLY OCCURRING GAS WHICH EMANATES FROM CERTAIN SOILS THAT, WHEN IT ACCUMULATES IN HOMES, MAY PRESENT HEALTH RISKS. ONE OR MORE OF THESE ENVIRONMENTAL CONDITIONS MAY EXIST WITHIN OR AROUND THE HOME OR COMMUNITY. SELLER DOES NOT CLAIM ANY EXPERTISE CONCERNING SUCH CONDITIONS. SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, ABOUT ANY SUCH CONDITIONS, AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY TYPE OF DAMAGE OR INJURY SUCH CONDITIONS MAY CAUSE TO THE HOME OR ITS OCCUPANTS. BUYER ASSUMES THE RISK OF THE PRESENCE OF THE ABOVE CONDITIONS WITHIN OR AROUND THE HOME OR COMMUNITY AND RELEASES SELLER, ITS AFFILIATES AND THEIR EMPLOYEES FROM ALL CLAIMS, CAUSES OF ACTION, DAMAGES, INJURIES AND OTHER LIABILITY ARISING OUT OF OR RELATED TO ANY OF THE ABOVE CONDITIONS. FOR ADDITIONAL INFORMATION, SELLER RECOMMENDS THAT BUYER CONTACT ITS LOCAL, STATE OR FEDERAL ENVIRONMENTAL AGENCIES OR OTHER AVAILABLE SOURCES. BUYER WILL BE RESPONSIBLE, AT BUYER'S COST, TO ASCERTAIN WHETHER ANY OF THE ABOVE CONDITIONS MAY AFFECT THE HOME OR ITS OCCUPANTS AND, IF NECESSARY, TO TAKE APPROPRIATE REMEDIAL OR PROTECTIVE MEASURES.

7.9 Termites. Buyer is advised and acknowledges that during construction, Seller may utilize a termite treatment or barrier or combination of methods in an attempt to prevent termite infestation in the Home. Buyer is advised that current governmental regulations limit the types and concentration of chemicals and the methods of application that can be used in attempting to prevent or eradicate termites. Consequently, termites may appear following completion of the Home. Buyer is advised that disturbance of the soil around the Home's foundation stem wall can destroy the termite treatment barrier. Seller recommends that Buyer retain the services of a qualified pest control company to regularly (at least annually) inspect the Home and apply the appropriate termite treatments or measures to prevent termite infestation. Except and to the extent limited or prohibited by applicable law or FHA/VA regulations, Buyer waives all claims against Seller for damages, losses, costs and expenses in connection with the existence of termites at the Home or on the Property and Buyer agrees to be solely responsible for preventing or exterminating termites in or around the Home in such manner as Buyer may determine.

7.10 Landscaping/Drainage. Prior to Closing, the Lot will have been graded for proper water drainage in accordance with grading and drainage plans for the Community. Unless otherwise set forth in this Agreement, the Lot will not be landscaped in any way. If Seller offers optional landscaping packages, Buyer should carefully review and understand the terms of each landscaping package. If Buyer elects to install Buyer's own landscaping (if that option is available), Buyer, after Closing, will install such landscaping within any required time period set forth in the

Community Documents. At Closing, Seller will have no further responsibility for soil erosion, soil conditions, drainage or landscaping installed by Seller and Buyer will be solely responsible for all such matters (unless and to the extent of any landscaping warranty to be provided by Seller as described in this Agreement). Seller will not be liable or responsible for damages or other effects caused or contributed to by any change to the grading or drainage of the Lot made by Buyer or Buyer's contractor or landscaper. Unless set forth in this Agreement, Seller is providing no warranty with respect to landscaping and will have no liability for landscaping that dies or is damaged following Closing.

7.11 Construction Noise and Activities; Entry Gates. The Lot is part of a larger community in which other homebuilding and development activities are being or may be conducted. Those activities will cause noise, vibration, dust, mud, construction traffic and other potential inconveniences and nuisances in areas around the Lot. Seller will exercise reasonable control over those activities conducted by Seller, but Buyer agrees Seller will have no liability or responsibility to Buyer as a result of any of those activities or any resulting inconveniences or nuisances. If there are entry gates to the Community, such gates may be open during development of the Community and there are no assurances regarding security or the effectiveness of such gates or that pedestrian or other access will be controlled.

7.12 Visits to the Construction Site and Assumption of Liability and Risk. Buyer understands that a construction site can be a dangerous place. Buyer and its visitors will not visit the Lot or any other construction site in the Community without permission and without a representative of Seller. Hard hats and closed toe shoes are required while visiting areas under construction. **Any entry to the Lot or any construction site is at Buyer's sole risk and Buyer waives the right to make claims against Seller for any personal injury or property damage that Buyer, Buyer's guests and/or minor children may incur. Buyer agrees to indemnify and hold Seller harmless from and against any and all personal injuries, property damage, or any other claim or injury incurred by Buyer, or Buyer's visitors on the Property, or on any construction site at the Community at any and all times before and after Closing.**

7.13 Loss of Property. Seller will bear the risk of loss or damage to the Property (e.g., by fire or other casualty) until the earlier of the Closing Date or the time Buyer takes possession of the Property. If the Property is damaged prior to the earlier of the Closing Date or the time Buyer takes possession of the Property, Seller will repair the damage as Seller reasonably determines necessary. If Seller determines the Home has been totally destroyed, Seller will give Buyer written notice of such total destruction. Upon receipt of such notice, Buyer will have 10 days to provide Seller written notice of its election to either (i) terminate this Agreement and receive a refund of all Deposits paid, or (ii) have Seller restore the Property. If Buyer elects to have Seller restore the Property, the time for Seller to complete the Home will be extended, if permitted, in accordance with Section 7.3. If Buyer fails to timely deliver written notice to Seller of Buyer's election, Buyer will be deemed to have elected to terminate this Agreement and receive a refund of all Deposits paid. After the earlier of the Closing Date and the time Buyer takes possession of the Property, Buyer assumes and will bear all risk of loss or damage to the Property.

8. CLOSING.

8.1 Closing Agent. In the attached Financing Addendum, Buyer has selected the Closing Agent to provide title and settlement/closing services for the closing of the purchase and sale transaction contemplated by this Agreement (the **"Closing"**).

8.2 Closing Time and Place. The Closing will occur through an escrow established with Closing Agent and will be held at the offices of Closing Agent unless otherwise provided in this Agreement or otherwise designated by Seller. The Closing will be held at the time and on the date (the **"Closing Date"**) designated by Seller by providing at least seven (7) days days prior written, electronic or oral notice to Buyer. The Closing will be held when the Home is substantially complete (*i.e.*, the Closing will be held even if some construction items remain to be completed) and, if applicable to the Home, a temporary or final certificate of occupancy or its local equivalent has been issued by the applicable governmental authority.

8.3 Seller Right to Extend Closing Date. Subject to Section 7.3, Seller will have the right to extend the Closing Date in order to substantially complete the construction of the Home, to complete any other construction item(s), to obtain a certificate of occupancy or similar permit, or as necessary to align with the schedules of other closings being handled by Seller or Closing Agent. Buyer understands any Closing Date provided to Buyer or set by Seller prior to the date the Home is substantially complete is only an estimated date and, due to uncertainties inherent in construction, is subject to change by Seller. Because the Closing Date may change, Buyer agrees to remain flexible regarding the Closing Date, including, without limitation, Buyer's moving schedule, notifications to landlords, the closing of any existing home, and interest rate changes and locks. Seller will have no liability to Buyer due to a delay or extension of the Closing Date regardless of the reason. Buyer agrees Seller will not be required to reimburse Buyer for any expenses (including temporary housing costs, rentals, interest rate changes or lock fees, storage, moving and travel expenses) related to any changes in the timing of construction of the Home and/or the Closing Date.

8.4 Closing Procedures. At Closing:

a. Seller will execute and deliver to Buyer a Special Warranty deed, subject to (i) taxes and assessments not yet due; (ii) the Community Documents and other restrictive covenants common to the Community; (iii) all matters affecting the Property shown on the recorded plat for the Community; (iv) water, oil, gas and mineral rights previously reserved or conveyed; (v) all easements, covenants, restrictions, encumbrances and other matters of record affecting the Property; (vi) all matters and conditions shown on the survey or that would be revealed by an accurate survey or inspection of the Property; and (vii) applicable building and zoning codes and other laws of governmental authorities. The deed will be prepared by Seller or its designee and will be deemed acceptable to each party if it meets the requirements stated herein and complies with applicable law.

b. Buyer will deliver the Total Purchase Price and all other sums payable by Buyer pursuant to this Agreement. All sums due from Buyer at Closing must be paid by wire transfer or other immediately available funds acceptable to Seller and Closing Agent.

c. Seller and Buyer will each execute and deliver any notices, statements, certificates, affidavits and other documents as may be required by this Agreement or applicable law to consummate the Closing.

After Buyer and Seller have complied with their respective Closing obligations, Closing Agent will record all documents to be recorded in the real property records and disburse all funds according to the approved settlement statement or Closing Disclosure, as applicable. All funds to be disbursed to Seller shall be disbursed by wire transfer or other immediately available funds acceptable to Seller. Buyer and Seller authorize Closing Agent to execute and submit on their behalf any required affidavit of value and preliminary change of ownership report using the Total Purchase Price for the established value**.** Following the Closing, Closing Agent (or a separate title agent, if applicable) will issue or cause the issuance of an owner's policy of title insurance for the Property to Buyer, if purchased by Buyer.

8.5 Possession and Keys. Buyer will not have any equitable right in the Property or be entitled to possession of the Property until the complete consummation of the Closing and funding of the Total Purchase Price and all other costs payable pursuant to this Agreement. Except as otherwise required by law, keys to the Property will not be released and access will not be provided until all funds due from Buyer (including all loan proceeds from Buyer's lender) have been delivered to the Closing Agent and all conditions to closing and funding have been satisfied. Buyer understands loan funding may take several days after Buyer has executed loan documents.

8.6 Closing Costs. Buyer is responsible for paying, at or before Closing, (i) all costs related to the owner's policy of title insurance; (ii) the cost of a survey of the Property (or reimbursing Seller for that cost if Seller has already paid for the survey); (iii) all escrow fees and other charges of Closing Agent related to this transaction; (iv) all costs related to Buyer's mortgage loan or other financing, including but not limited to, application and origination fees, points, interest rate buy down costs, interest rate lock charges, prepaid interest, survey fees, credit report charges, lender

title insurance policy charges, homeowner's and flood insurance premiums, mortgage insurance premiums, appraisal fees, tax certificate and tax service charges, flood certificate charges, underwriting and loan processing charges, document preparation charges, and impounds for taxes, assessments and insurance; (v) all recording fees and stamp, excise, documentary or other transfer fees or taxes; (vi) homeowner's association fees, (vii) Buyer's portion of the Closing prorations described in Section 8.7 below, and (viii) any other items described on the settlement statement or Closing Disclosure, as applicable, other than costs Seller has expressly agreed herein to pay (collectively, "**Closing Costs**").

8.7 Closing Prorations. All real estate taxes and assessments, dues and assessments under the Community Documents, utility charges, and other charges against the Property for the year of Closing will be prorated as of the Closing Date. The proration of real estate taxes and assessments will be based on the most recent tax bill issued prior to Closing. All prorations will be final and not subject to adjustment after Closing.

8.8 Closing Delay; Failure to Close. Buyer agrees the timely performance of its obligations to close on the scheduled Closing Date is an essential term of this Agreement. If Buyer fails to perform any of Buyer's obligations on or before the Closing Date, Buyer will be in default under this Agreement. Seller will be under no obligation to agree to delay the Closing Date. If Buyer asks to delay the Closing Date for any reason (including due to delays caused by Buyer's lender), and Seller agrees to same, then Buyer agrees to pay Seller an extension fee equal to $250 times the number of days from the scheduled Closing Date until the extended Closing Date. Unless Seller agrees otherwise, the extension fee will be due upon Seller's agreement to extend the Closing Date and will not be credited toward the Total Purchase Price.

8.9 Agreement Not Contingent on Sale or Rental of Other Property. Unless expressly set forth otherwise in this Agreement or an addendum to this Agreement, this Agreement is not contingent upon the sale, closing or rental of Buyer's existing home or other property. If Buyer elects to apply for mortgage financing contingent on the sale or rental of Buyer's existing home or other property, Buyer does so at Buyer's own risk.

8.10 Water and Mineral Rights. Buyer understands water rights and interests in oil, gas and other minerals in, on or under the Lot may have been previously reserved or conveyed to other persons, including without limitation to Seller or companies affiliated with Seller. Seller has not made any representation or warranty to Buyer that the Property includes any water rights or interests in oil, gas or other minerals. If the ownership or prior reservation or conveyance of water or mineral rights is important to Buyer, Buyer is advised to research same further prior to entering into this Agreement.

8.11 Seller Paid Closing Costs. Unless otherwise instructed by Buyer and Seller in writing, to the extent this Agreement provides Seller will pay any Closing Costs or provide Buyer with an incentive or other funds Buyer may use to pay Closing Costs, Seller's funds will be applied to charges in the following order to the extent such funds are available:

a. items Seller is legally required to pay pursuant to state or federal law;
b. items Seller specifically has agreed to pay in this Agreement;
c. "points and fees" as that term is defined in Title 12, section 1026.32(b)(1)(i) of the Code of Federal Regulations;
d. "finance charges" as that term is defined in Title 12, section 1026.4 of the Code of Federal Regulations;
e. items commonly and customarily paid by a seller in the local market; and
f. other charges appearing on the settlement statement or Closing Disclosure, as applicable.

Nothing in this subsection creates an obligation by Seller to pay any Closing Costs.

9. WARRANTY.

9.1 Home Warranty. Seller warrants the Home against defects in workmanship and materials in accordance with Seller's New Home Limited Warranty and Performance Standards (collectively, the **"Home Warranty"**). Buyer acknowledges reviewing or having the opportunity to review the Home Warranty prior to executing this Agreement. Buyer agrees to the terms and conditions of the Home Warranty, all of which are incorporated herein by reference.

9.2 Disclaimer of Warranties for Consumer Products, Elevators, Solar System and Smart Home Components. Prior to Buyer's execution of this Agreement, a copy of the warranties for Consumer Products (defined below) in the Home and, if installed in the Home, any elevator, Solar System (as defined below) and Smart Home Components (as defined below), were made available to Buyer for Buyer's review. At or after Closing, Seller will deliver to Buyer the actual warranties for the Consumer Products in the Home and, if applicable, any elevator, Solar System, and Smart Home Components, to the extent such warranties exist. The term **"Consumer Products"** means all appliances, pieces of equipment, or other items installed in the Home that are consumer products for purposes of the Magnuson-Moss Warranty Act (15 U.S.C. Section 2301, et. seq.). See the Home Warranty for examples of Consumer Products. The term **"Solar System"** means all components of the solar energy system, including, without limitation, the solar panels, electrical inverter, wiring, mounting hardware and other related equipment. The term "**Smart Home Components**" means all hardware, software and other components of any computer network, data network or telecommunications network within the Home, whether wired or wireless, including, without limitation, modems, routers, access points and extenders, and any home automation devices, smart devices, remote controls, connected devices or other components connected to any such network (which may include, by way of example, but not limitation, smart thermostats or other climate control devices, lighting controls, garage door controllers, door locks, security system interfaces or controllers, speakers, smart speakers, voice controls and intelligent personal assistants). **Buyer understands Consumer Products, elevators, Solar Systems and Smart Home Components are excluded from coverage under the Home Warranty.** To the extent Seller has been issued a warranty from any manufacturer or installer of Consumer Products and any elevator, Solar System, or Smart Home Components installed in the Home, Seller assigns to Buyer, to the extent assignable and without recourse to Seller, Seller's rights in such warranties, if any. The assignment will be effective as of the Closing Date. Any rights that inure to a homeowner under a manufacturer's or installer's warranty are the obligation of the manufacturer or installer, as applicable. Seller does not assume any obligation of the manufacturer or installer resulting from a manufacturer's or installer's warranty. **Seller disclaims all representations and warranties of any kind, express or implied, relating to Consumer Products and any elevator, Solar System and Smart Home Components, including, without limitation, any representation or warranty regarding use, fitness of use, workmanship or quality.** Seller will not be liable for any damage to a Consumer Product or any elevator, Solar System or Smart Home Components or for any damage caused by a Consumer Product or any elevator, Solar System (including roof penetrations) or Smart Home Components. However, to the extent provided in the Home Warranty, Seller will be responsible for damage to the Consumer Product, elevator, Solar System or Smart Home Components caused by Seller's improper installation of such Consumer Product, elevator, Solar System or Smart Home Components or other act by Seller only if Seller's installation or other act caused such damage. Seller's disclaimer of representations and warranties does not limit or otherwise affect the warranty of any manufacturer or installer. If a Consumer Product, elevator, Solar System or Smart Home Component malfunctions or is otherwise defective, Buyer agrees to follow the procedures in the applicable manufacturer's or installer's warranty documents.

9.3 NO OTHER WARRANTIES. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE HOME WARRANTY AND ANY LANDSCAPE WARRANTY EXPRESSLY PROVIDED BY THIS AGREEMENT, IF APPLICABLE, ALL WARRANTIES REGARDING THE PROPERTY, INCLUDING BUT NOT LIMITED TO STATUTORY AND IMPLIED WARRANTIES (INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF HABITABILITY, MERCHANTABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS FOR A PARTICULAR PURPOSE), ARE HEREBY DISCLAIMED BY

SELLER AND WAIVED BY BUYER. THE HOME WARRANTY AND THE LANDSCAPE WARRANTY, IF APPLICABLE, ARE SUBSTITUTED IN PLACE OF ALL SUCH WARRANTIES. THIS MEANS THE HOME WARRANTY AND LANDSCAPE WARRANTY, IF APPLICABLE, ARE THE ONLY WARRANTIES THAT APPLY AND GOVERN BUYER'S AND SELLER'S RIGHTS AND OBLIGATIONS RELATED TO THE PROPERTY AND THERE ARE NO OTHER WARRANTIES, EXCEPT AS MAY BE REQUIRED BY APPLICABLE LAW. BUYER AGREES SELLER'S LIABILITY FOR ANY DEFECTIVE CONDITION WITH RESPECT TO THE PROPERTY, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY OR OTHERWISE, IS LIMITED SOLELY TO SELLER'S OBLIGATIONS AND BUYER'S REMEDIES EXPRESSLY PROVIDED IN THE HOME WARRANTY. BUYER IS NOT WAIVING ANY WARRANTY APPLICABLE TO MATERIALS IN THE HOME THAT MAY BE PROVIDED DIRECTLY BY A MANUFACTURER.

9.4 Smart Home Components. Network performance in the Home, both wired and wireless, will vary due to differences in home design and construction, placement of furnishings and appliances, placement of network components, network usage, network configuration, number of users, types of uses and other conditions in the Home. Buyer will be responsible for arranging and paying all costs for internet service to the Home and determining Buyer's speed and data requirements, which may vary. Seller does not guarantee that any Smart Home Component or other network equipment will meet Buyer's particular needs. Buyer is solely responsible for configuring all Smart Home Components and network settings, including without limitation, security settings and features, and for securing any additional security equipment or service that Buyer may choose to use to secure Buyer's network. **SELLER DOES NOT REPRESENT OR WARRANT THAT ANY SMART HOME COMPONENT OR NETWORK DEVICE IS SECURE OR CAN PREVENT PRIVACY INTRUSIONS, MALWARE OR CYBER-ATTACKS, EVEN WHEN CORRECTLY CONFIGURED. SELLER IS NOT PROVIDING ANY GUARANTY OR WARRANTY FOR, AND HEREBY DISCLAIMS ALL RESPONSIBILITY FOR, THE PERFORMANCE, COVERAGE, SECURITY, PRIVACY AND OTHER ASPECTS OF ANY SMART HOME COMPONENT OR NETWORK DEVICES WITHIN THE HOME. THE INSTALLATION AND CONFIGURATION OF SMART HOME COMPONENTS MAY BE PERFORMED BY THIRD PARTIES AND NOT SELLER. SELLER DOES NOT GUARANTEE OR WARRANT THE INSTALLATION OF SMART HOME COMPONENTS OR ANY EQUIPMENT OR SERVICES PROVIDED BY THIRD PARTIES.**

9.5 Buyer's Maintenance Responsibility. Buyer will be solely responsible to perform routine general maintenance and repairs on the Home. Buyer's failure to maintain and repair the Home may reduce or negate warranty coverage under the Home Warranty.

9.6 Subsequent Owners. The Home Warranty automatically transfers to the subsequent owner of the Home upon the transfer of title to the Home. However, the transfer of the Home Warranty does not extend any warranty coverage period. Buyer agrees to provide a copy of the Home Warranty to a subsequent owner of the Home who purchases the Home from Buyer.

9.7 Subrogation. Buyer understands the Home Warranty is not a liability or other type of insurance policy, including a homeowner's insurance policy, which typically provides coverage for certain property damages and casualty losses. If Buyer receives from an insurance company or any other party payment or repairs arising from a construction defect or otherwise relating to the Property, then to the fullest extent permitted by law, Buyer waives for itself and on behalf of anyone acquiring rights through Buyer, including, but not limited to, any insurance company or other party, all subrogation and other claims against Seller for such payments or repairs received by Buyer.

9.8 Harmless Deviations. Seller is obligated to deliver the Home constructed in substantial conformance with this Agreement and the Home Plan. However, the Home Warranty does not cover, Seller shall not be responsible or liable for, and Buyer waives and releases Seller from, any non-conformity with or deviation from plans, specifications, manufacturer's recommendations or building code requirements, unless it creates a covered defect under the Home Warranty that (a) results in actual physical damage to the Home or (b) presents an immediate threat to the health or safety of the occupants of the Home.

9.9 Heavy Furnishings and Equipment. Prior to moving or installing heavy furnishings, equipment or other items (which may include, without limitation, waterbeds, safes, exercise equipment, large fish tanks, pianos, pool tables and spas) into the Home, including any attic space, balcony or deck, Buyer should consult a structural engineer to confirm any heavy items will not damage, overload, or exceed the structural design of, the flooring system, stairs or other portions of the Home. Buyer should not overload any portion of the Home, including stairs, balconies and decks, by over occupancy (too many people). Seller will not be responsible for any damages, loss or injuries arising out of heavy items in, or over occupancy of, any part of the Home.

10. DEFAULT AND REMEDIES.

10.1 Buyer's Default. Buyer will be in default under this Agreement if Buyer (i) notifies Seller or any employee of Seller, orally, electronically or in writing, that Buyer will not complete the purchase of the Property or will not perform any other obligation of Buyer set forth in this Agreement; or (ii) breaches any covenant or agreement of Buyer or otherwise fails to perform any obligation of Buyer under this Agreement or any addendum hereto as and when due. In addition to any rights and remedies provided to Seller elsewhere in this Agreement, upon a default by Buyer under this Agreement, Seller may, at its sole discretion, terminate this Agreement by delivering written notice of termination to Buyer and thereupon:

a. Seller will have no further obligation to Buyer under this Agreement, Buyer will have no further right, title, or interest in or to the Property, and Seller will be entitled to sell the Property to another party; and

b. Seller will be entitled to receive all Deposits made by Buyer as liquidated damages to Seller as a result of Buyer's default.

The amount of liquidated damages is intended as a reasonable estimate of Seller's actual damages, and not as a penalty, resulting from Buyer's default due to the difficulty and uncertainty in estimating or ascertaining, as of the date Buyer signs this Agreement, the actual damages Seller may suffer from Buyer's default, which damages will include without limitation the cost of administering this Agreement and the cost to take the Property off the market while this Agreement remains in effect. In each instance where this Agreement permits Seller to receive Buyer's Deposits as liquidated damages, Buyer will be deemed to have waived all challenges to the enforceability of such provision. This waiver includes, without limitation, any contention that the liquidated damages provision constitutes an unenforceable penalty, or that the liquidated damages do not bear a reasonable relationship to Seller's actual damages.

Upon receiving Seller's notice of termination, Closing Agent will be entitled to rely on such notice, without further documentation or authorization of any kind, that this Agreement has been terminated, that Seller is entitled to receive all Deposits, and that Buyer has no further right, title, or interest in the Deposits or the Property. No party may bring an action against or seek damages from Closing Agent for, nor will Closing Agent be liable for, any action taken by Closing Agent in accordance with this subsection and the instructions herein. Buyer agrees Seller will not waive any right to terminate this Agreement or receive the Deposits due to a default by Buyer because Seller delays or fails to enforce such rights.

10.2 Seller's Default. Seller will be in default under this Agreement if Seller fails to perform any obligation of Seller under this Agreement or any addendum hereto as and when due. Upon a default by Seller, Buyer may, as Buyer's sole and exclusive remedies, (i) terminate this Agreement and, if the Closing has not occurred, receive a return of the Deposits paid by Buyer (together with interest earned thereon, if required by law), and/or (ii) seek recovery against Seller of Buyer's actual damages by filing an arbitration action as provided in Section 12 below. Buyer waives all rights to seek specific performance. Notwithstanding the above and except as provided in this subsection below, Seller will not be

liable for any special, indirect, consequential or punitive damages, including, without limitation, any damages based on a claimed decrease in the value of the Property, even if Seller has been advised of the possibility of such damages. Any assertion of alleged defaults after Closing will be governed by, among other provisions, Sections 9 and 12. Notwithstanding any provision to the contrary in this Agreement, if Seller's default is based upon Seller's failure to complete the Home within the time period provided in Section 7.3 (Construction; Timing/Completion of the Home), then Buyer will have the right to seek all available remedies at law or in equity, without limitation, as a result of such failure.

11. INFORMATION SHARING TO FACILITATE HOME SALE; THIRD PARTY SERVICES. Many companies besides the homebuilder are involved in the sale of a home, such as the community developer, title companies, lenders and HOA management companies. To facilitate the construction of the Home and sale of the Property to Buyer, Seller may share this Agreement and information contained in this Agreement, including Buyer's name and contact information, with Seller's affiliates and other third parties, which may include, without limitation, design and option center operators, the developer of the Community, title companies, escrow agents, lenders, HOA management companies and governmental authorities and their agents. Seller may also share that information with companies that may offer goods and services to home buyers or may survey buyers about their experience in purchasing a home. Buyer agrees Seller may share such information as described above, and agrees those third parties may contact Buyer using Buyer's contact information to facilitate the Home purchase transaction or to offer their goods and services; but Buyer is under no obligation to purchase or receive any goods or services such parties may offer. Seller may receive referral fees or other compensation from such third parties where permitted by law. Seller is not responsible for the acts of any such parties or any promises, claims, products or services of such parties. More information regarding how Seller may use or share information pertaining to Buyer or this Agreement may be found at www.pulte.com/legal/privacy-policy.

12. ARBITRATION.

Agreement to Arbitrate Disputes

This Agreement provides that all Disputes (defined below) between Seller and Buyer will be resolved by BINDING ARBITRATION. This means both Seller and Buyer GIVE UP THE RIGHT TO GO TO COURT OR TO A JURY to assert or defend rights under this Agreement (EXCEPT for matters that may be taken to SMALL CLAIMS COURT as provided below). Seller's and Buyer's rights will be determined by a NEUTRAL ARBITRATOR and NOT by a judge or jury. Seller and Buyer are entitled to a FAIR HEARING, but the arbitration procedures are simpler and more limited than the rules applicable in a court. Arbitrator decisions are as enforceable as any court order and are subject to very limited review by a court. For more information, read the provisions regarding arbitration below, review the American Arbitration Association's Home Construction Arbitration Rules and related information at www.adr.org, call the American Arbitration Association at 1-800-778-7879, and consult an attorney if you so choose.

12.1 Agreement to Arbitrate Disputes. Seller prides itself on having many satisfied customers. However, if Seller and Buyer are unable to resolve a dispute relating to this Agreement or the Property, the parties believe it is best to have a fair and efficient way to resolve that dispute. Accordingly, Buyer and Seller agree that any controversy, claim or dispute that arises out of or is related to this Agreement or the Property (including without limitation any claims for breach of contract, death, personal injury, property damage, defective design or construction, negligence, misrepresentation and fraud), whether arising before or after Closing (collectively, **"Disputes"**), shall be resolved through binding arbitration. The arbitrator's decision shall be final and binding, subject to appeal as described below. Alternatively, if the Dispute does not exceed the maximum jurisdictional amount for a small claims court in the state where the Property is located, then Buyer or Seller may elect to have the Dispute resolved in a small claims court rather than by binding arbitration (however, any appeal of a small claims court judgment must be resolved through arbitration in accordance with this Section 12). Disputes subject to arbitration under the Home Warranty shall be arbitrated in accordance with the terms and conditions of the Home Warranty.

12.2 Applicable Law. The parties acknowledge this Agreement evidences a transaction involving interstate commerce because, among other reasons, this Agreement is for the construction of a home involving the incorporation of materials manufactured in states other than where the Property is located and interstate commerce was used to purchase and transport materials used in the construction. The Federal Arbitration Act (the **"FAA"**) shall govern the interpretation and enforcement of this provision. The agreements in this Section 12 shall survive the termination of this Agreement, the Closing of the purchase of the Property and/or the default of either party. Even if a part of these arbitration provisions is determined to be unenforceable under applicable law, the remainder shall survive, and the parties shall remain obligated to resolve disputes through binding arbitration as set forth herein.

12.3 Arbitrator – American Arbitration Association. The arbitration shall be conducted before an arbitrator appointed by the American Arbitration Association (the **"AAA"**). If the AAA declines to arbitrate a dispute, or if the AAA is not available, the parties will agree to an alternative arbitrator, or have a court appoint a new arbitrator who meets the qualification criteria of an AAA-trained arbitrator. With respect to a Dispute pertaining to a construction issue that is not subject to arbitration under the Home Warranty, the arbitrator shall have at least ten years of construction arbitration experience.

12.4 Arbitration Rules. The arbitration shall proceed in accordance with the AAA's rules applicable to the Dispute. With respect to any portion of the Dispute pertaining to a construction issue that is not subject to arbitration under the Home Warranty, the arbitration shall proceed in accordance with the AAA's Home Construction Arbitration Rules. If those rules have been repealed or replaced at the time the arbitration claim is filed, the AAA's rules then most applicable to residential construction shall apply. However, Seller will be entitled to visually inspect and perform testing as to any component claimed to have a construction defect and no AAA rule shall apply if it is inconsistent with the provisions of this Agreement.

12.5 Additional Parties or Claims. Any Dispute involving claims against Seller's parent, subsidiaries, successor entities, future acquired entities or affiliated companies or any of their respective officers, directors, agents, employees, or representatives also shall be resolved through binding arbitration as set forth herein. Buyer and Seller agree that this arbitration agreement inures to the benefit of those parties. Further, either Buyer or Seller may join as a party to the arbitration any third party consultant, contractor, supplier, manufacturer, engineer, architect or other professional involved in the manufacture, design or construction of any part of the Property. Except as provided above, the parties agree that any arbitration shall be between only Buyer and Seller and shall not be joined or consolidated with the claims or arbitration of any other party unless specifically agreed to in writing by Buyer and Seller, and agree the arbitrator is not authorized to permit any consolidation or joinder with any other party. Buyer waives the right to institute or participate in a class or any other type of representative arbitration or any type of legal action as a member or representative of a class for any Disputes and agrees the arbitrator is not authorized to permit any class or representative arbitration.

12.6 Arbitration Process. Buyer or Seller shall begin the arbitration process by filing a demand for arbitration with the AAA and serving a copy of the demand on the other party. The failure to initiate arbitration at any particular time shall not be considered a waiver of the right to compel arbitration of a Dispute. The only way this right to arbitrate claims may be waived is by a written agreement among the parties. To the extent not inconsistent with the FAA, all provisions of this paragraph are subject to the general qualification that state laws, requirements and

rules, including, but not limited to, state filing limitations (such as statute of limitations and statutes of repose), may affect how and when arbitration may be initiated and administered. The following is a brief description of the steps to initiate arbitration and the arbitration process:

(a) Step 1 – Filing a Request. The party initiating arbitration must notify the AAA in writing of the request for arbitration under the terms of this Agreement. If Seller initiates arbitration, Seller will pay the AAA's filing fee. If Buyer initiates arbitration, Buyer will pay the lesser of 1/2 of the AAA filing fee or the amount provided by the AAA rules and Seller will pay the other 1/2 or remainder. All other AAA arbitration fees and costs shall be paid in accordance with the applicable AAA fee schedule.

(b) Step 2 - Hearing. The arbitration will be held at a location agreed to by the parties, usually in the metropolitan area where the Property is located. The hearing typically will be scheduled by the arbitrator at a time mutually agreeable to all parties. At the hearing, the arbitrator will hear and consider evidence presented by all parties. If a party timely notifies the AAA of a request for a record of the hearing prior to the earlier of the hearing date or the date in the AAA's rules, if specified, the arbitrator will preserve all evidence presented at the arbitration. Oral evidence will be preserved in a manner that it can be converted into a written transcript. The costs of the record will be paid by the party requesting the record or shared equally among the parties requesting a copy.

(c) Step 3 - Award. The arbitrator's award will decide the relief to be awarded and, if the Dispute relates to a construction issue that is not subject to arbitration under the Home Warranty, and if requested by a party, the scope and manner of correction. The arbitrator's award shall be consistent with this Agreement, based on applicable law (except to the extent the FAA overrides and preempts state, local or other law), and shall include findings of fact and conclusions of law. If permitted by the AAA rules, either party may request a written explanation of the award. Each party shall bear its own attorney's fees and expenses (including without limitation the costs and fees of any expert witnesses) in the arbitration, any confirmation proceeding and any appeal. Arbitrator compensation, expenses, and administrative fees (which include filing and hearing fees) shall not be subject to reallocation.

(i) Appeal. Each party shall have the right to appeal the arbitrator's award to the AAA by filing a written notice with the AAA (with a copy to the other party) within 30 days of the date of the arbitrator's award. The party appealing the award shall pay the fees necessary to initiate the appeal. If both sides appeal, the fees shall be split 50/50. The notice of appeal must include the specific items the party seeks to change in the award and the supporting facts and law. The appeal shall be heard by a panel of three arbitrators from the AAA. The appeal shall be conducted in accordance with the applicable rules of the AAA and provisions of this Section as if the claim was being initially filed with the AAA, except that: (i) the only issues to be determined on appeal are the issues described in the notice of appeal and any issues raised by the non-appealing party in response to the issues in the notice of appeal, (ii) the arbitrators' award on appeal shall be final, binding and non-appealable, and (iii) no new evidence shall be accepted or considered by the arbitrators.

(ii) Award after Appeal. The award of the arbitrator shall be final, subject to appeal as provided above. If a notice of appeal from the initial hearing is not received by the AAA within 30 days after the date of the initial award, then the initial award shall be final. Once the award is final, it will be binding on and enforceable against the parties, except as modified, corrected, or vacated according to the applicable arbitration rules and procedures or to the extent not inconsistent with the FAA or applicable state law. Either party may present the final award to any court having jurisdiction over the Dispute to enter that award as a judgment of the court.

(d) Step 4 - Repairs. To the extent the award pertains to a construction issue that is not subject to arbitration under the Home Warranty and requires Seller to make repairs, then unless designated otherwise in the award (and unless appealed), Seller will, within 10 days after a final award, elect to either perform the correction awarded by the arbitrator or, at Seller's option, pay Buyer the reasonable cost of such correction. If Seller elects to perform a correction under an award, Seller will complete the correction within 60 days after a final award or as may be specified by the arbitrator. If the correction cannot be completed in that time, the arbitrator must grant reasonable additional time to make the correction. If Buyer believes that the correction was not performed satisfactorily or in a timely manner, Buyer may have those issues determined in a later arbitration. If the cost of correction is not specified in the award and Seller elects to pay Buyer the reasonable cost of the correction, Buyer may have the amount of that payment reviewed in a later arbitration.

12.7 Expenses. Except as stated above, each party shall bear its own attorney's fees and other expenses incurred in connection with a Dispute. However, if a party to this Agreement files a court action in violation of this Section 12 and the other party is required to compel arbitration by filing a motion with the court, the court shall award the moving party its court costs and reasonable attorneys' fees incurred in connection with the motion.

Buyer's Initials:	Rubrica YMSDS Yglesio Luciano Moyses Silva De Souza					

13. GENERAL.

13.1 Binding Agreement; Assignment. This Agreement is binding upon Buyer and Seller and their respective heirs, executors, administrators and successors. This Agreement may not be assigned by Buyer without the written consent of Seller. Any attempted assignment by Buyer without Seller's written consent shall be of no force or effect.

13.2 Multiple Buyer Parties. If "Buyer" under this Agreement includes more than one person or entity, then each person signing as a Buyer party will be jointly and severally liable hereunder for the obligations and actions of each Buyer party. Seller will have the right to rely on the signature of any Buyer party as having the authority to bind all Buyer parties with respect to all matters relating to this Agreement. Any communication from a Buyer party, orally, electronically or in writing, will be binding on all Buyer parties. No Buyer party may use the failure of one or more Buyer parties to join in the execution of an amendment or other document as a defense to the enforcement of this Agreement or any amendment or other document executed in compliance with this section.

13.3 Notices. Except as otherwise set forth in this Agreement, all notices must be in writing and must be given by (a) hand delivery or courier service, (b) mail (registered, certified, or first class, with postage pre-paid), or (c) overnight delivery service, addressed to Buyer or Seller at the address for the applicable party in Section 1 of this Agreement. Notices sent by mail will be deemed to be given and received 3 days after deposit in a post office or official depository of the United States postal service. Notices sent by hand delivery, courier service or overnight delivery service will be deemed given and received upon actual or first attempted delivery of the notice. If "Buyer" under this Agreement includes more than one person or entity, then notice to any Buyer party will constitute notice to all Buyer parties.

13.4 Time of the Essence. Time is of the essence for every provision of this Agreement, including without limitation Buyer's performance of all of Buyer's obligations to close the purchase of the Property on the Closing Date.

13.5 Buyer's Performance. Buyer understands that Seller will construct the Home using Seller's standard construction and contract processes and procedures. Buyer agrees to: (i) make choices or take other actions required of Buyer under this Agreement within the indicated time frames; (ii) communicate with Seller's designated representatives to perform certain aspects of this Agreement, such as Seller's designated field manager, sales consultant, closing administrator or other representatives of Seller; (iii) not engage in harassing, abusive, foul, threatening, offensive or otherwise inappropriate behavior towards Seller's personnel or contractors; (iv) communicate Buyer's acceptance or approval of work which complies with this Agreement or the plans and specifications referenced herein; and (v) not take any action that impedes, obstructs

or interferes with the performance of Seller under this Agreement. After Closing, if Buyer requests service under the Home Warranty, Buyer will provide Seller's personnel and contractors with access to the Home during Seller's normal working hours and cooperate with them during the process of investigating and, if applicable, correcting the warranty issue. If Buyer or other occupants of the Home impede, obstruct or interfere with the efforts of Seller's personnel or contractors to provide warranty service, or engage in harassing, abusive, foul, threatening, offensive or otherwise inappropriate behavior towards Seller's personnel or contractors, then Seller will be relieved from its obligation to provide such warranty service.

13.6 Agency. Seller's sales consultants and other employees solely represent Seller. If Buyer has engaged any real estate agent, broker or other party to represent Buyer in this transaction, Buyer will be solely responsible for compensating such party, unless and to the extent Seller has agreed in writing to compensate such party.

13.7 Independent Contractors. Buyer understands Seller may refer Buyer to vendors or companies who provide real estate or other services designed to assist Buyer in purchasing or moving into the Home or with services related to the Home. Those companies are independent contractors and are not affiliated with Seller or its affiliates. Any warranties or representations for such services are warranties and representations given by the independent contractors only and not by Seller or its affiliates. Seller will not be responsible for the quality of any products or services provided by those companies.

13.8 Dates. If the final day of a period or date of performance under this Agreement falls on a Saturday, Sunday or federal holiday, then the final day of any such period or date of performance will be deemed to be the next day which is not a Saturday, Sunday or federal holiday.

13.9 No Investment Representation. None of Seller's employees or representatives is authorized to make any representation regarding economic benefits to be derived from this transaction. Economic benefits to be derived from purchasing a home will vary depending upon many factors, including market conditions and individual circumstances. Buyer may not rely on any statement made by any employee or representative of Seller regarding economic benefits of buying a home, but should instead rely only upon Buyer's own judgment and the advice of Buyer's attorneys, accountants and other advisors.

13.10 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and the remainder of this Agreement shall remain in full force and effect and shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement. In lieu of any such illegal, invalid or unenforceable provision, there shall be deemed added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

13.11 Amendments; No Waiver. This Agreement may be amended or modified only by a written instrument executed by Buyer and an authorized agent of Seller (Buyer understands Sales Consultants and Field Managers are not authorized employees of Seller to execute amendments). Except as stated in this Agreement, no party shall be deemed to have waived any provision of this Agreement unless such waiver is stated in writing and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of the Agreement shall not constitute a waiver of that provision or a waiver of a future breach of that or any other provision.

13.12 Governing Law/Venue. Any arbitration or litigation arising out of this Agreement shall be conducted in the state, county and city in which the Property is located and shall apply the law of the state in which the Property is located.

13.13 Counterparts; Electronic Execution. This Agreement may be executed in counterparts, all of which together will constitute this Agreement. This Agreement may be signed and transmitted electronically; an electronic or electronically transmitted signature of any person will be considered an original signature; and an electronic signature or copy hereof will have the same binding effect as an original signature on an original document. No party may raise the use of an electronic signature or the transmission of this Agreement by electronic means as a defense to the enforcement of this Agreement or any amendment or other document executed in compliance with this section.

13.14 No Recordation. Buyer may not record this Agreement, a memorandum of this Agreement, lis pendens or other notice of this Agreement in the real property or other public records of the jurisdiction in which the Property is located. Buyer agrees Seller will be entitled to an immediate court order removing or expunging any such instrument if recorded by or on behalf of Buyer and ordering Buyer to pay Seller all legal fees and expenses incurred by Seller to obtain such order. Buyer agrees this Agreement does not provide Buyer with an interest in real property and Buyer will have no such interest until Buyer completes the Closing in accordance with this Agreement.

14. COMMUNITY DOCUMENTS. The documents marked below are **"Community Documents"** that apply to the Property and have been provided to Buyer or made available for Buyer's review prior to Buyer's execution of this Agreement.

[ ]	Articles of Incorporation of Community/Homeowners Association	[ ]	Acknowledgment of Assessments
[ ]	Bylaws of Community/Homeowners Association	[ ]	Club Membership Documents
[ ]	Declaration of Covenants, Conditions and Restrictions for Community/Homeowners Association	[ ]	Design Guidelines
[ ]	Supplemental Declaration	[ ]	Golf Course Disclosure
[ ]	Condominium Declaration	[ ]	_____

Buyer's Initials:	Rubrica YMSDS ~~Yglesio Luciano~~ Moyses Silva De Souza					

If documents marked above indicate the Property is subject to a declaration, indenture or covenants for a community, homeowners or condominium association (**"Association"**), then Buyer agrees that by accepting title to the Property Buyer will be obligated to be a member of the Association and agrees that Buyer and the Property will be subject to the bylaws, rules, restrictions, obligations, encumbrances and other terms and conditions contained in the Community Documents pertaining to the Association and in the Association's other governing documents referred to in the Community Documents. Buyer understands the Association has the right to charge the owner of the Property for assessments and other charges as provided by the Association's governing documents. Those charges may include, without limitation, transfer fees, resale certification fees, capitalization charges and reserve contributions. Certain charges may be due by Buyer at Closing.

15. ADDENDA. Buyer acknowledges that, prior to Buyer's execution of this Agreement, Buyer received or Buyer had the opportunity to review, either physically or electronically, each of the documents marked below. Buyer approves each document marked below and agrees each is considered an "addendum" to this Agreement and is incorporated by reference into and made a part of this Agreement.

Required Addenda and Disclosures:

[X]	Affiliated Business Arrangement Disclosure (Mortgage)	[X]	Financing Addendum
[X]	Affiliated Business Arrangement Disclosure (Insurance)	[X]	Floor Plan, Elevation and Features List for Home
[X]	Affiliated Business Arrangement Disclosure (Title)	[X]	Summary of Important Dates
[X]	Affiliate Incentive Addendum	[X]	Job Initiation Order/Change Order
[X]	Beware of Cybercrimes	[X]	Florida Addendum

Additional Addenda:

[ ]	Acknowledgement of No Solicitation	[ ]	Model Home Sale Addendum
[ ]	Age Verification Addendum	[ ]	Nonresident Addendum – California Residents
[ ]	Cash Incentive Addendum	[ ]	Nonresident Addendum – New York Residents
[ ]	Cash Prepayment Discount Addendum	[ ]	Notice of Assumed Name
[ ]	Commission Agreement and Certification	[ ]	Radon Testing
[ ]	Community Disclosure Addendum	[ ]	Smart Home Components Addendum
[ ]	FHA Addendum	[ ]	Started/Completed Home Addendum
[ ]	Home Energy Ratings Addendum	[ ]	VA Addendum
[ ]	Home Equity Conversion Mortgage Amendment	[ ]	_____
[ ]	IRS 1031 Exchange	[ ]	_____
[ ]	Lot Not Owned Addendum	[ ]	_____
[ ]	_____	[ ]	_____

Buyer's Initials:	Rubrica YLMSDS Yglesio Luciano Moyses Silva De Souza					

16. THIS AGREEMENT; ENTIRE AGREEMENT. "This Agreement" as used herein means this Home Purchase Agreement, the JIO, each addendum and other document attached or otherwise incorporated by reference into this Home Purchase Agreement, and each amendment hereafter executed by Buyer and Seller. This Agreement constitutes the entire agreement and understanding between Buyer and Seller and neither Buyer nor Seller will be bound by any understanding, statement, agreement, promise or representation, express or implied, written or oral, not expressly set forth in this Agreement. Buyer has listed below any understanding, agreement, promise or representation by Seller or its employees or representatives not specifically stated in this Agreement and upon which Buyer is relying in purchasing the Property:

[x] None.

[ ] The following additional understandings, promises or representations should be set forth in this Agreement:

_____

Initials:	Rubrica YLMSDS Yglesio Luciano Moyses Silva De Souza						DS Seller

17. SELLER'S SIGNATURE REQUIRED; LEGALLY BINDING AGREEMENT. THIS AGREEMENT WILL NOT BE BINDING UNTIL EXECUTED BY BUYER AND AN AUTHORIZED EMPLOYEE OF SELLER (SELLER'S SALES CONSULTANTS ARE NOT AUTHORIZED EMPLOYEES TO EXECUTE THIS AGREEMENT OR ANY AMENDMENT OR ADDENDUM HERETO). BUYER SHOULD READ AND UNDERSTAND ALL PROVISIONS BEFORE SIGNING. IF BUYER DOES NOT UNDERSTAND ANY PROVISION, BUYER SHOULD SEEK LEGAL ADVICE.

BUYER: Assinado por: Yglesio Luciano Moyses Silva De Souza 31AD751684404C3...

12/3/2025

Yglesio Luciano Moyses Silva De Souza	Date	_____	Date
_____	Date	_____	Date
_____	Date	_____	Date

Docusign Envelope ID: 6036BB89-ADF1-48D8-A8AA-E25C48058AC7

SELLER: Pulte Home Company, LLC

DocuSigned by:
Gabriela Lugo
C851EDBA36AC421...

By: _____
Its: Authorized Agent

Date: 12/9/2025

Equal Housing Opportunity

"We are pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the Nation."

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LENNAR HOMES, LLC
6675 Westwood Blvd. 5th Floor
Orlando, FL 32821
407-586-4000

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (together with the Riders and Addenda attached hereto and incorporated by reference herein, this "**Agreement**") is made and entered into as of the twentieth day of NOVEMBER, 2025 by and between LENNAR HOMES, LLC ("**Seller**"), and Buyer(s) named below ("**Buyer**"):

BUYER(S): 1. Yglesio Luciano Moyses Silva De Souza 2. 3. 4. No Buyer Name Changes Will Be Permitted Unless Seller and Buyer Validly Execute an Amendment to Change Party.	Check Applicable: Married ☒ Single ☐ Married ☐ Single ☐ Married ☐ Single ☐ Married ☐ Single ☐

Buyer Address: 5677 LIVELINESS ALLEY

City: Clermont	State / Country: FL / US	Zip: 34714

By providing your telephone numbers and your email address, you hereby consent to receiving telephonic and email communications, including advertisements, made or sent by or on behalf of Seller and/or its affiliates.

Home Telephone: _____

Business Telephone: _____

Cellular Telephone: 5598991101412

E-mail Address: yglesio@yahoo.com
Please note that a valid email address is required to access the Lennar Account Application (as defined in Rider B) to review Purchase and Sale Agreement documents and to submit warranty claims after Closing.

Rubrica YMSDS (INITIAL) _____ (INITIAL)

1. **Purchase and Sale**. Buyer agrees to buy and Seller agrees to sell to Buyer (on the terms and conditions set forth below) Model Bright constructed or to be constructed on the following described property:

Lot 2311 of Block _____ of BRENTWOOD TOWNHOME Subdivision/Plat, in POLK County (the "**County**"), Florida.

The residence and improvements (the "**Home**") constructed or to be constructed on the above described property (the "**Homesite**"), and all appurtenances thereto are collectively referred to in this Agreement as the "**Property.**" The Property is located within the community known as Brentwood TH (the "**Community**").

2. **Purchase Price and Payments**. The total purchase price ("**Total Purchase Price**") for the Home, exclusive of any Closing Costs as described in Rider B and the Purchase Price and Payment Addendum, is **$284,990.00**. Buyer (and not a third party) has made an earnest money deposit upon the signing of this Agreement (the "**Initial Deposit**") of **$3,000.00** to Seller. Buyer shall make further payments to Seller, including but not limited to any "**Additional Deposit**" or "**Advanced Payment**" (consisting of non-refundable deposit(s) for options, extras, and upgrades) as set forth in the Purchase Price and Payment Addendum attached hereto and made a part hereof. The term "**Deposit**" shall include the Initial Deposit, Additional Deposit and Advanced Payment. If Buyer has not already paid the Initial Deposit at the time Seller signs this Agreement, Buyer will make the Initial Deposit within twenty-four (24) hours of the Effective Date.

3. **Builder's Fee**. Buyer acknowledges and agrees that in connection with the purchase of the Property, Buyer shall pay to Seller a builder's fee, equal to **.25%** of the Total Purchase Price (the "**Builder's Fee**"). The Builder's Fee is imposed in connection with all home sales in the Community, regardless of whether Buyer finances the purchase of the Property. Notwithstanding the foregoing, Buyer acknowledges that the Builder's Fee may not be imposed on all home sales in the Community, and Seller reserves the right to change or withdraw the Builder's Fee on subsequent home sales in the Community at any time prior to Seller's completion of construction of all homes in the Community. The Builder's Fee represents additional revenue and is intended to compensate Seller for various internal costs and expenses associated with the sales, promotion and/or development of the Community. This fee is due at Closing. The Builder's Fee is separate from any and all Closing Costs (defined herein below). While the Builder's Fee is payable, along with various other fees, costs and amounts at Closing, the Builder's Fee is not a settlement fee associated with any loan that you may obtain to finance the purchase of the Property.

4. **Legally Binding Agreement**. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, PLEASE SEEK COMPETENT LEGAL ADVICE. NO WARRANTIES OR REPRESENTATIONS, OTHER THAN THOSE SPECIFIED IN THIS AGREEMENT, ARE EXPRESSED OR IMPLIED. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF SELLER. FOR CORRECT WARRANTIES AND REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS AGREEMENT, INCLUDING THE RIDERS AND ADDENDA ATTACHED HERETO, AND THE "DOCUMENTS" (AS SUCH TERM IS DEFINED IN RIDER B) PROVIDED TO BUYER, IF ANY.

5. **Financing**.

☒ **CASH TRANSACTION**. If this box is checked, this is a cash transaction and not contingent on financing. Buyer agrees to provide within five (5) calendar days from the Buyer's execution of this Agreement financial statements or other written verification of Buyer's ability to purchase the Property with cash and thereafter, Buyer agrees to provide updated financial statements or written verification of Buyer's ability to purchase the Property in cash within five (5) calendar days of written request by Seller. If Buyer does not (in Seller's sole judgment, based on the documentation provided by Buyer to Seller) have the financial ability to purchase the Property with cash, then Seller may terminate this Agreement by refunding to Buyer any paid Deposit.

☐ **MORTGAGE TRANSACTION**. If this box is checked, Buyer desires to obtain a loan commitment (the "**Commitment**") within the Mortgage Period (as such term is defined in Rider B attached hereto) for a first mortgage loan from Lennar Mortgage, LLC (an affiliate of Seller), or another qualified institutional mortgage lender of Buyer's choice ("**Lender**"), with interest and service charges at current market rates at time of Closing (as defined below) for a borrower of Buyer's credit qualifications and with a loan term of at least thirty (30) years. Buyer agrees to apply within five (5) calendar days from the execution of this Agreement for a loan at the then prevailing interest rate. In the event Buyer chooses to obtain financing through a Lender other than Lennar Mortgage, LLC, Buyer agrees to provide Seller within five (5) calendar days with the name, address and phone number of such Lender, the loan officer and the loan processor. Buyer shall furnish promptly and accurately to Lender all information and documents requested by Lender in connection with such application. If Buyer provides Lender's written disapproval of loan within the Mortgage Period (and Buyer has not cancelled or withdrawn his/her loan application), Seller shall refund the Deposit to Buyer. If Buyer fails to provide Seller within the Mortgage Period with (i) a copy of the written Commitment reasonably satisfactory to Seller, or (ii) Lender's written disapproval of Buyer for such loan, Buyer shall be in default and Seller shall be entitled to retain the Deposit as liquidated damages for taking the Property off of the market and that the amount of liquidated damages is fixed and agreed to by the parties as a reasonable estimate of the damages that Seller shall suffer and is not in the nature of a penalty. If this Agreement provides for a VA guaranteed or FHA insured loan, Buyer's obligation to complete the purchase contemplated under this Agreement is subject to the VA/FHA Addendum attached hereto and incorporated herein.

The following shall apply only if Buyer desires to apply for a loan, as indicated above:

5.1 Prequalification. Buyer may have obtained a "prequalification" from Lennar Mortgage, LLC for the purpose of determining Buyer's ability to purchase the Property. BUYER UNDERSTANDS AND ACKNOWLEDGES THAT BUYER IS NOT OBLIGATED TO USE LENNAR MORTGAGE, LLC TO OBTAIN FINANCING TO PURCHASE THE PROPERTY.

5.2 Application. Buyer understands that any loan application required under this Agreement must be fully completed in order to obtain the mortgage loan, and Buyer will make a good faith attempt to qualify for the mortgage loan. If Buyer has a spouse who does not constitute a Buyer under this Agreement, Buyer agrees to have his/her spouse sign the mortgage documents as required by Lender. BUYER AGREES TO INCUR NO DEBT SUBSEQUENT TO THE EFFECTIVE DATE WHICH MIGHT JEOPARDIZE APPROVAL OF BUYER'S MORTGAGE LOAN. IF THE PROPERTY IS BEING PURCHASED BY A CORPORATION, PARTNERSHIP, OR OTHER ENTITY, BUYER AGREES TO (1) OBTAIN ANY PERSONAL ENDORSEMENTS OR GUARANTEES REQUIRED BY LENDER AND (2) PROVIDE TO LENDER AND/OR THE TITLE INSURER PROMPTLY UPON REQUEST SUCH CERTIFICATES, RESOLUTIONS OR OTHER CORPORATE, PARTNERSHIP OR OTHER ORGANIZATIONAL DOCUMENTS AS MAY BE REQUIRED. Except as provided in this Agreement, Buyer agrees to pay all loan fees and closing costs charged by Lender in connection with the mortgage loan. Buyer will pay any prepaid interest due on the mortgage loan at the time of Closing and any amount Lender may require to be put into escrow toward the payment of property taxes and insurance on the Property. Buyer will also pay any mortgage insurance premiums (prepaid or otherwise), if required by Lender.

5.3 Commitment. Any lender selected by Buyer shall not require the issuance of a certificate of occupancy and the appraiser's final inspection prior to the release of loan documents for Closing. Buyer understands that the rate of interest on the mortgage is established by Lender and not by Seller and that any predictions or representations of present or future interest rate that may have been contained in any advertising or promotion by Seller are not binding. If Buyer obtains a written mortgage loan Commitment and the mortgage loan Commitment is subsequently withdrawn through no fault of Seller including, but not limited to, any condition to such loan Commitment not being satisfied for any reason, this Agreement shall remain in full force and effect and Buyer shall be conclusively presumed to have agreed to purchase the Property as a cash transaction. If the mortgage loan Commitment is withdrawn following the expiration of the Mortgage Period, Buyer shall notify Seller, in writing, of such fact within five (5) calendar days. Buyer shall also provide financial statements or other written verification of Buyer's ability to purchase the Property with cash within five (5) calendar days of withdrawal of the Commitment. If Buyer does not (in Seller's sole judgment, based on the documentation provided by Buyer to Seller) have the financial ability to purchase the Property with cash, then Seller may terminate this Agreement by written notice and refunding to Buyer any paid Deposit. Once Buyer selects a Lender and obtains a Commitment acceptable to Seller, Buyer may change to another Lender at Buyer's discretion up to thirty (30) days prior to estimated completion date ("**Estimated Completion Date**") provided Buyer notifies Seller in writing of such change and provides another Commitment (if there is a change in Lender) to Seller not later than thirty (30) days before the Estimated Completion Date. Buyer agrees that it will make no changes to its mortgage financing arrangement, including change of Lender, within the last thirty (30) days before Estimated Completion Date.

5.4 Appraisal. If the Lender's appraiser appraises the value of the Property for less than the Total Purchase Price, Buyer shall notify Seller, in writing, of such fact within three (3) calendar days from the receipt of the written appraisal. Seller shall then have the option, but not the obligation, in Seller's sole and absolute discretion, to: (i) lower the Total Purchase Price to the appraised value and Buyer shall proceed to Closing; or (ii) allow Buyer to pay the difference between the mortgage loan proceeds and the amounts required to close the transaction contemplated by this Agreement and proceed to Closing (the "**Additional Cash to Close Funds**"). Under no circumstances shall Buyer be excused from performance under this Agreement as a result of Lender's appraisal. Notwithstanding the foregoing, if this Agreement provides for a VA guaranteed or FHA insured loan, the applicable appraisal requirements are set forth in the FHA/VA Addendum attached hereto and incorporated herein.

5.5 Sale of Other Residence. Notwithstanding any condition in the loan Commitment to the contrary, and unless Seller agrees otherwise in writing, Buyer represents and warrants that this Agreement is not and will not be subject to or contingent upon Buyer's selling and/or closing on the sale of Buyer's present residence or other property. Failure to close on the

purchase of the Property will constitute a default by Buyer and the remedies available to Seller for Buyer's default under this Agreement shall apply.

6. **Funds**. Buyer shall remit to Seller the Initial Deposit, Additional Deposit or Advance Payments by check, cashier's check or wire transfer. Buyer acknowledges that Seller shall have the right to deposit such check for the Initial Deposit without such action being deemed acceptance of this Agreement. If any such check is not paid by the bank after acceptance of this Agreement, Seller shall have the option to cancel this Agreement and declare Buyer in default. If Buyer provides any check for a Deposit in the form of Canadian currency (a "**C$ check**"), Seller's depository bank will convert such C$ check into a U.S. dollar amount using its currency procedures and exchange rate then in effect two (2) business days following the date of processing (the "**Conversion Date**") and the amount of the Deposit to be applied toward the Total Purchase Price shall be equal to the amount received by Seller from the depository bank on the Conversion Date. Seller reserves the right to charge or pass through any currency conversion-related fees or costs to the Buyer at Closing (as hereafter defined). Notwithstanding the foregoing or anything contained in this Agreement to the contrary, the balance of the Total Purchase Price plus all applicable Closing Costs (the "**Closing Proceeds**") shall be paid to Seller at Closing. Any funds paid by Buyer under the terms of this Agreement to Seller, including funds paid through a check or cashier's check are accepted by Seller subject to collection.

UNLESS A WRITTEN REQUEST FOR PAYMENT BY CASHIER'S CHECK IS RECEIVED AND APPROVED BY SELLER NOT LESS THAN FIVE (5) BUSINESS DAYS PRIOR TO CLOSING, BUYER ACKNOWLEDGES AND AGREES THAT CLOSING PROCEEDS MUST BE BY FEDERAL WIRE TRANSFER IN IMMEDIATELY AVAILABLE FUNDS. BUYER IS RESPONSIBLE FOR ALL BANK OR WIRE TRANSFER CHARGES AND CURRENCY EXCHANGE FEES. WITHOUT LIMITING ANY OTHER PROVISIONS HEREIN, IF ANY DEPOSIT AND/OR CLOSING PROCEEDS ARE NOT TIMELY PAID, BUYER SHALL BE IN DEFAULT. Notwithstanding the foregoing, if Seller approves Buyer's written request to deliver a cashier's check and thereafter Buyer delivers all or any portion of the Closing Proceeds in the form of a cashier's check exceeding $25,000.00, then Buyer will not be entitled to possession of the Home until the cashier's check has cleared.

7. **Credit Information Authorization**. Buyer authorizes Lender to whom Buyer has applied or is in the process of applying for a mortgage loan in connection with this transaction to disclose to Seller the information contained in any loan application, verification of Deposit, income and employment, and credit reports or credit related documentation on Buyer. Buyer authorizes Lender, and any credit bureau or other person or entity utilized or engaged by Lender, to obtain one or more consumer reports regarding Buyer and to investigate any information, reference, statement, or data, provided to Lender by Buyer or by any other person or entity, pertaining to Buyer's credit and financial status. Buyer shall indemnify, defend and hold harmless Seller, its officers, directors, shareholders, employees, agents, contractors, subcontractors and suppliers ("**Indemnified Parties**"), Lender, and any credit bureau or other person or entity utilized or engaged by Lender or Seller, from and against any deficiencies, losses, liabilities, claims, damages, expenses, obligations, penalties, actions, judgments, awards, suits, costs or disbursements of any kind or nature whatsoever, including attorneys' fees and expenses ("**Claims**") arising from an investigation of Buyer's credit and financial status.

8. **Closing**. Without limiting the terms of Section 9, Buyer acknowledges and agrees that Seller has the right in its sole discretion to schedule the date and place for the closing of the transaction contemplated by this Agreement ("**Closing**") and Buyer shall close on such Closing Date (the "**Closing Date**"). Upon Closing all contracted services to be performed under this Agreement by Seller (the "**Contracted Services**") shall be deemed completed and fully performed, and this Agreement shall be deemed completed, within the meaning of Florida Statutes § 95.11(3)(c). Contracted Services shall not include any corrections of defects or deficiencies in the Home, punch list work, or warranty work. Buyer will be given notice of the Closing Date by the "Closing Date Notice Period" (as such term is defined in Rider B attached hereto). Seller is authorized to postpone or advance the date of Closing at its discretion. Seller must, however, give Buyer reasonable notice of the new Closing Date. Any notice of Closing may be given verbally, by telephone, telegraph, telex, facsimile, mail, e-mail, or other means of communication at Seller's option. All notices of Closing will be given to Buyer at the address or by use of the telephone number(s) or e-mail address(es) specified in this Agreement unless Seller has received written notice from Buyer of any change therein prior to the date notice of Closing is given. Buyer's failure to receive the notice of Closing because Buyer has failed to advise Seller of any changes of address or phone number, or because Buyer has failed to pick up a letter when Buyer has been advised of an attempted delivery or for any other reason, shall not relieve Buyer of Buyer's obligation to close on the scheduled Closing Date, unless Seller otherwise agrees in writing to postpone the Closing Date. If Buyer fails, for any reason, to close on the date specified by Seller, Seller shall have the option to declare Buyer in default and seek the remedies stated in Section 15 below, or to charge Buyer Three Hundred Dollars ($300.00) per day for each day after the date of Closing specified by Seller until, and including, the actual Closing Date, and Seller may require that prorations be made as of the original Closing Date. This sum shall be due and payable in full at the time the extension is accepted by Seller. In addition, if Seller agrees to an extension of the date of Closing beyond the last day of the month for which Closing is originally set, an amount equal to One Percent (1%) of the Total Purchase Price shall also be payable to Seller. The sum for extending the date of Closing beyond the last day of the month shall be due and payable in full at the time the extension is accepted by Seller. Buyer agrees that the late charges are appropriate in order to cover Seller's administrative and other expenses resulting from a delay in Closing and that the amount of liquidated damages is fixed and agreed to by the parties as a reasonable estimate of the damages that Seller shall suffer and is not in the nature of a penalty. Seller is not required to agree to reschedule Closing, but Seller may reschedule Closing in Seller's sole discretion. It is a requirement that Buyer's Lender meet the Closing date and a delay by the Lender shall not be an excuse for Buyer's timely performance. The Closing date must be met even though the certificate of occupancy and final appraiser's inspection may not be received until after the day of Closing. The Lender may make the receipt of said items a "funding condition" prior to final disbursement but the receipt of these items shall not be a condition preventing the preparation and release of loan and closing documents for Closing. Notwithstanding the foregoing and subject to the provisions of Section 5.2 above, if the Mortgage Transaction box is checked above, Seller will agree to postpone Closing and not impose late charges to the extent such postponement is required in order for Buyer's Lender to meet any pre-closing waiting period required as the result of Buyer's Lender's issuance of revised closing disclosures under 12 C.F.R. § 1026.19(f)(2)(ii) of the Consumer Financial Protection Bureau's TILA-RESPA Integrated Disclosure Rule when such revisions directly result from a Seller action taken within six (6) calendar days of the Closing Date. However, in such event, Seller shall have no liability to the Buyer for failure to deliver the Property on the originally scheduled Closing Date.

9. **Completion Date**. It is expressly agreed by Buyer that notwithstanding anything to the contrary specified herein or verbally represented (including but not limited to Seller's sales representative), any scheduled completion date is a good faith estimate, and Seller makes no promises or representations concerning the date of completion. Buyer agrees that Buyer has not relied, and will not rely upon, any estimated completion date for any purpose whatsoever, including, without limitation, relocation of residence, storage of personal property, or lock-in financing, and Buyer agrees that Seller shall not be liable for any additional costs, expenses or damages whatsoever should the Home not be completed by an estimated completion date. Notwithstanding the foregoing, upon Closing all

Contracted Services to be performed under this Agreement by Seller shall be deemed completed and fully performed, and this Agreement shall be deemed completed, within the meaning of Florida Statutes § 95.11(3)(c). Contracted Services shall not include any corrections of defects or deficiencies in the Home, punch list work, or warranty work. Notwithstanding the foregoing, Seller is required to complete and does agree that the construction of the Home shall be completed not later than two (2) years from the date of Buyer's execution of this Agreement. If construction is delayed by any event recognized by the law of the state in which the Home is located as a defense to a contract action for non-performance or a delay in performance, then the date of completion shall be extended by the delay period. It is the express intent of the parties that the parties' rights and obligations under this Agreement be construed in the manner necessary to exempt this Agreement and the sale of the Property from registration under the Interstate Land Sales Full Disclosure Act, and both Buyer and Seller hereby expressly waive any right or provision of this Agreement that would otherwise preclude such exemption.

10. **Casualty Before Closing**. If the Property is damaged by fire, vandalism, act of terrorism or other casualty before Closing and the cost of restoration does not exceed three percent (3%) of the Total Purchase Price and repairs will not substantially delay Closing, Seller shall repair the damage and Closing shall proceed pursuant to the terms of this Agreement. If the cost of restoration exceeds three percent (3%) of the Total Purchase Price or the repairs would substantially delay Closing, Buyer shall have the option to: (1) terminate this Agreement and receive a refund of the Deposit made by Buyer to Seller, in which event both parties shall be released from all obligations under this Agreement, or (2) have Seller repair the damage as soon as reasonably possible, and Closing shall be extended until such repair or rebuilding is complete.

Notwithstanding the foregoing, if all or a portion of the Property is damaged by fire, vandalism, act of terrorism or other casualty or condition and the repair or reconstruction of the Property substantially in accordance with the plans and specifications is rendered impossible by any cause recognized by the law of the state in which the Property is located as a defense to a contract action for non-performance, then Seller shall have the right to terminate this Agreement and Buyer shall receive a refund of the Deposit made by Buyer to Seller in which event both parties shall be released from all obligations under this Agreement.

11. **Deed**. Seller shall convey title to Buyer at Closing by delivery to Buyer of a Special Warranty Deed (the "**Deed**") describing the Property, which Deed shall convey title to Buyer subject to all matters described in Sections 12.1, 17 and 18 of this Agreement. Any such matters omitted from the Deed shall nevertheless be deemed to be included in the Deed. Upon Closing, within the meaning of Florida Statutes § 95.11(3)(c): (1) Buyer shall have actual possession of the Property, (2) all Contracted Services to be performed under this Agreement by Seller shall be deemed completed and fully performed, and (3) this Agreement shall be deemed completed. Contracted Services shall not include any corrections of defects or deficiencies in the Home, punch list work, or warranty work.

12. **Closing and Title Matters**. Title to the Property to be delivered to Buyer at Closing will be marketable and insurable, subject only to the following matters:

12.1 Title to the Property shall be subject to the following: (1) zoning, building codes, bulkhead laws, ordinances, regulations, rights or interests vested in the United States of America or the state in which the Community is located; (2) real estate taxes and other taxes for the year of conveyance and subsequent years including taxes or assessments of any special taxing or community development district (including assessments relating to capital improvements and bonds); (3) the general printed exceptions contained in an owner's title insurance policy; (4) utility easements, sewer agreements, telephone agreements, cable agreements, telecommunications agreements, monitoring agreements, restrictions and reservations common to any plat affecting title to the Property; (5) matters that would be disclosed by an accurate survey or inspection of the Property; (6) the Documents; (7) any laws and restrictions, covenants, conditions, limitations, reservations, agreements or easements recorded in the public records for the County (for example, use limitations and obligations, easements (right-of-way) and agreements relating to telephone, gas or electric lines, water and sewer lines and drainage, provided they do not prevent use of the Property for single family residential purposes); (8) minor encroachments on easements that do not substantially interfere with an easement holder's interest in the Property; (9) acts done or suffered by Buyer and any mortgage or deed of trust obtained by Buyer for the purchase of the Property; and (10) any deed restrictions reflected in the Deed which specifically incorporate Chapter 558 of the Florida Statutes and the mediation, arbitration and litigation provisions set forth in this Agreement. It is Buyer's responsibility to review and become familiar with each of the foregoing title matters, some of which are covenants running with the land. If any title defects are discovered by Buyer after Closing, Buyer's sole remedy shall be to make a claim to Buyer's title insurer.

12.2 Seller shall provide an affidavit complying with the Foreign Investment in Real Property Tax Act of 1980, as amended, upon written request of Buyer.

12.3 Seller may not own title to the Property as of the date of this Agreement or at Closing. However, Seller shall obtain title to the Property on or before the Closing Date or effect the necessary transfer of title on or before the date when Seller causes title to be transferred to Buyer.

12.4 If Seller cannot provide marketable and insurable title as described above, such failure shall not be an event of default and Seller will have a reasonable period of time (at least one hundred twenty (120) days from the date of the scheduled Closing Date) to attempt to correct any defects in title; provided, however, Seller shall not be obligated to incur any expense, nor institute any litigation, to clear title to the Property. If Seller cannot or elects not to correct the title defects, Seller shall so notify Buyer within such period, and Buyer may thereafter elect (by written notice from Buyer to Seller) one of the following two (2) options: (1) to accept title in the condition offered (with defects) and pay the balance of the Total Purchase Price for the Property (without set off or deduction therefor), thereby waiving any claim with respect to such title defects and Buyer will not make any claims against Seller because of the title defects; or (2) to terminate this Agreement and receive a full refund of the Deposit deposited hereunder. If all such amounts are refunded, Buyer agrees to accept it as full payment of Seller's liability hereunder, whereupon this Agreement shall be terminated and Seller shall thereafter be relieved and released of all further liability hereunder. Buyer shall not thereafter have any rights to make any additional claims against Seller. In the event Buyer does not notify Seller in writing within five (5) calendar days from the receipt of Seller's notice (time being strictly of the essence) as to which option Buyer elects, Buyer shall be conclusively presumed to have elected option (1) set forth above in this subsection.

12.5 Title to the Property will be deemed marketable if an owner's policy is issued with standard exceptions.

12.6 The acceptance of the Deed by Buyer shall be deemed to be full performance and discharge of every agreement and

obligation on the part of Seller to be performed pursuant to this Agreement. UPON SELLER'S DELIVERY, AND BUYER'S ACCEPTANCE, OF THE DEED ON THE CLOSING DATE, ALL CONTRACTED SERVICES TO BE PERFORMED UNDER THIS AGREEMENT BY SELLER SHALL BE DEEMED COMPLETED AND FULLY PERFORMED, AND THIS AGREEMENT SHALL BE DEEMED COMPLETED, WITHIN THE MEANING OF FLORIDA STATUTES § 95.11(3)(c). CONTRACTED SERVICES SHALL NOT INCLUDE ANY CORRECTIONS OF DEFECTS OR DEFICIENCIES IN THE HOME, PUNCH LIST WORK, OR WARRANTY WORK.

13. **Closing Costs**. The respective responsibilities of Buyer and Seller for all costs, prorations and fees payable at Closing (the "**Closing Costs**") are shown in Rider B attached hereto.

14. **Site and Substitutions**. The materials, equipment and fixtures included in and to be used in constructing the Home will be substantially the same as or similar in quality to those described in the applicable plans and specifications (except as to extras, options and/or upgrades).

14.1 Changes to Plans and Specifications.

14.1.1 Industry Practice. It is widely observed construction industry practice for pre-construction plans and specifications for any home or building to be changed and adjusted from time to time in order to accommodate on-going site conditions and in the field construction factors. These changes and adjustments are essential in order to permit all components of the Home to be integrated into a well-functioning and aesthetically pleasing product in an expeditious manner. Based on the foregoing, Buyer acknowledges that such changes and adjustments may occur and agrees that it is reasonable and to Buyer's benefit to allow Seller the flexibility to make such changes and adjustments to the Home.

14.1.2 Seller's Absolute Right to Make Modifications to Plans and Specifications. Seller has the absolute right to make modifications to the plans and specifications for the Home. Without limiting the generality of the foregoing, Buyer specifically agrees that changes in the dimensions of rooms and patios, entrances and terraces, if applicable, and changes in room size, in the locations of windows, doors, walls, partitions, utility lead-ins and outlets (including, but not limited to, electrical, cable television, and telephone), air-conditioning components, lighting fixtures and electrical panel boxes may be made by Seller in its sole discretion, provided however that changes in the layout and dimensions of the Home shall not substantially affect the value of the Home. Such changes may also include, but are not limited to, changes in the building location, setbacks and facing, the building's external configuration, its structural components, its finishes and the landscaping associated therewith.

14.1.3 Buyer's Acceptance of Actual Floor Plan. Buyer further understands and acknowledges that many of the Homes to be constructed within the Community require floor plans which are opposite (i.e. flipped) mirror images of the model floor plan and Buyer fully understands and accepts the floor plan configuration for the Home and improvements to be constructed within the Home.

14.1.4 No Warranty for Plans and Specifications on File. Buyer further acknowledges and agrees that (1) the plans and specifications of the Home and the Community on file with the applicable governmental authorities may not be identical in detail to Seller's plans and specifications, and (2) because of the day-to-day nature of the changes described in this Section 14, the plans and specifications on file with the applicable governmental authorities may not include some or any of these changes (there being no legal requirement to file all changes with such authorities). As a result of the foregoing, Buyer and Seller both acknowledge and agree that the Home and the Community may not be constructed in accordance with the plans and specifications on file with the applicable governmental authorities. Without limiting the generality of the provisions of Rider B attached hereto, Seller disclaims and Buyer waives any and all express or implied warranties that construction will be accomplished in compliance with such plans and specifications. Seller has not given and Buyer has not relied on or bargained for any such warranties. In furtherance of the foregoing, in the event of any conflict between the actual construction of the Home and/or the Community, and that which is set forth on the plans and specifications, Buyer agrees that the actual construction shall prevail and to accept the Home and Community as actually constructed (in lieu of what is set forth on the plans and specifications).

14.2 Lot Change. In the event that Seller, in its sole discretion, determines that the Model of the Home selected under this Agreement cannot reasonably be built on the Homesite, then Buyer and Seller hereby agree that they will negotiate in good faith to relocate the Home to another lot in the Community, provided however that there are lots available for sale. If no replacement lot is available, then Buyer may terminate this Agreement and will be entitled to a refund of any paid Deposit.

14.3 Materials, Appliances, Decorative and Landscaping Items.

14.3.1 Buyer understands and agrees that certain of the finishing items, such as tile, marble, carpet, cabinets, stone, brickwork, wood, paint, stain and mica are subject to size and color variations, grain and quality variations, and may vary in accordance with price, availability and changes by manufacturers from those shown in the model, if any, or in illustrations or brochures or those included in the specifications. Furthermore, if circumstances arise that, in Seller's opinion, warrant changes of subcontractors, suppliers, manufacturers, brand names or items, Seller reserves the right to substitute equipment, materials, appliances, etc., which in Seller's opinion are considered to be of quality substantially similar or equal, or of better quality, subject to their availability. Buyer also understands that Seller has the right to substitute or change materials and/or stain colors utilized in wood decor, if any.

14.3.2 Lot grades, lot area, options, facades, shrubs, trees, trim, built-ins, wall treatments, window treatments, furniture, furnishings, fences, decks, locations of walks, driveways and other items in or about a model home area in the subdivision are for display purposes only and are not included in the Total Purchase Price unless otherwise expressly provided herein. Seller has the right to remove any existing trees on the Property or on the surrounding area for any reason. Buyer further understands and agrees that the following items (which may be seen in models or

shown in illustrations) will also not be included with the sale of the Home: wall coverings, paint colors, accent light fixtures, wall ornaments, drapes, blinds, bedspreads, furniture, furnishings, wet bars, monitoring systems, certain built-in fixtures, special floor coverings, wood trim, upgraded items and/or any other items of this nature which may be added or deleted from time to time. This list of items (which is not all-inclusive) is provided as an illustration of the type of items built-in or placed upon models or shown in illustrations strictly for purposes of decoration and example only.

14.4 Deed. By acceptance of the Deed, Buyer accepts all variations of the Home.

15. **Buyer's Default**. In the event of Buyer's default and to the extent allowed by law, Seller shall be entitled to terminate the Agreement and keep, as liquidated damages and not as a penalty, Buyer's Deposit not to exceed twenty percent (20%) of the Total Purchase Price, except that Seller may, in addition, keep, as liquidated damages and not as a penalty, any and all Advanced Payments made by Buyer to Seller for options, extras or upgrades for which Seller has made contractual commitments or incurred liability by placing orders or otherwise. Buyer agrees that actual damages in the event of breach by Buyer would be costly and difficult to calculate, and that such liquidated damages are a fair and reasonable remedy and shall not be considered a penalty.

16. **Seller's Default**. In the event of Seller's default and to the extent allowed by law, Buyer may recover actual damages but shall not be entitled to special, consequential or punitive damages. Notwithstanding the foregoing, Buyer retains all remedies at law and in equity with respect to Seller's obligation to complete the Home within two (2) years pursuant to Section 9 above.

17. **Mediation / Arbitration of Disputes**.

17.1 The parties to this Agreement specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "**Disputes**" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Agreement, the Property, the Community or any dealings between Buyer and Seller; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Seller or Seller's representative; (3) relating to personal injury or property damage alleged to have been sustained by Buyer, Buyer's children or other occupants of the Property, or in the Community; or (4) issues of formation, validity or enforceability of this Section. Buyer has executed this Agreement on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

17.2 Any and all mediations commenced by any of the parties to this Agreement shall be filed with and administered by the American Arbitration Association or any successor thereto ("**AAA**") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

17.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds $250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

17.4 The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. Buyer and Seller further agree (1) that any Dispute involving Seller's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Seller may, at its sole election, include Seller's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

17.5 To the fullest extent permitted by applicable law, Buyer and Seller agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Buyer and Seller further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

17.6 Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable

attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

17.7 Buyer may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

17.8 Seller supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

17.8.1 Notwithstanding the requirements of arbitration stated in Section 17.3 of this Agreement, Buyer shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

17.8.2 Any mediator and associated administrative fees incurred shall be shared equally by Seller and Buyer; however, Seller and Buyer each agree to pay for their own attorneys' fees and costs.

17.8.3 The fees for any claim pursued via arbitration shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

17.9 Notwithstanding the foregoing, if either Seller or Buyer seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

17.10 BUYER AND SELLER AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS SELLER FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION 17.4 ABOVE.

18. **Other Dispute Resolutions**. Notwithstanding the parties' obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Section 17, then the parties agree to the following provisions: **BUYER ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS AGREEMENT ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. BUYER AND SELLER AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. BUYER AND SELLER HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL. SELLER HEREBY SUGGESTS THAT BUYER CONTACT AN ATTORNEY OF BUYER'S CHOICE IF BUYER DOES NOT UNDERSTAND THE LEGAL CONSEQUENCES OF EXECUTING THIS AGREEMENT.**

19. **Deed Restriction**. The provisions of Sections 17 and 18 shall be: (i) subject to the survival provisions of Section 31, (ii) covenants running with the land comprising the Property, (iii) set forth as exceptions in the Deed, and (iv) binding upon Buyer and its successors and assigns in title upon Seller's conveyance of the Property to Buyer and recording of the Deed.

20. **Cooperating Broker and Seller's New Home Consultant**. Unless a Cooperating Broker Agreement indicating otherwise is attached hereto, Buyer represents to Seller that Buyer has not consulted, dealt or negotiated with a real estate broker, salesperson or agent other than Seller's sales personnel located at Seller's sales office. Buyer agrees that Seller is not responsible for the payment of a commission to a real estate broker, salesperson or agent ("Buyer Broker") other than Seller's sales personnel. Buyer will be in default if Buyer fails to close because Buyer is obligated to pay a Buyer Broker and does not have sufficient funds to do so. Buyer shall indemnify, defend and hold harmless Indemnified Parties from and against any and all Claims resulting from or arising out of any representation or breach of a representation or warranty set forth in this Section. In addition, Buyer acknowledges and understands that Seller's New Home Consultant ("NHC") and Internet New Home Consultant ("INHC") are agents of Seller, are acting solely for the Seller's interests, and are not acting in any representative capacity for Buyer. Buyer should not disclose any information to Seller's NHC and/or INHC that Buyer considers to be confidential or otherwise does not want disclosed to Seller.

21. **Construction Activities**. ALL OWNERS, OCCUPANTS AND USERS OF THE COMMUNITY ARE HEREBY PLACED ON NOTICE THAT (1) SELLER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES, AND/OR (2) ANY OTHER PARTIES, WILL BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE COMMUNITY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE COMMUNITY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (1) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (2) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY

PROPERTY WITHIN OR IN PROXIMITY TO THE AREA OF THE COMMUNITY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (3) TO THE EXTENT PERMITTED OR NOT PROHIBITED UNDER APPLICABLE LAW, SELLER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (4) ANY PURCHASE OR USE OF ANY PORTION OF THE COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (5) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO SELL, CONVEY, AND/OR ALLOW THE USE OF THE PROPERTY.

22. **Dangerous Condition; Construction Work**.

22.1 Buyer understands and agrees that the Property is a construction site and that the Property and the improvements, equipment and supplies thereon constitute a danger to those who may enter on the Property. Buyer shall not enter onto the Property prior to Closing unless authorized and accompanied by Seller's representative. Any unauthorized, unaccompanied entry by Buyer shall constitute a breach of this Agreement by Buyer, at Seller's election. Moreover, any entry by Buyer onto the Property prior to Closing shall be done at Buyer's own risk and in compliance with all federal, state and local safety laws and regulations. To the extent permitted or not prohibited by applicable law, Buyer waives, releases and shall indemnify, defend and hold harmless Indemnified Parties from and against any Claims made by Buyer, Buyer's family members or guests, as a direct or indirect result of any such unauthorized, unaccompanied entry onto the Property.

22.2 Buyer agrees that supervision and direction of the working forces, including, without limitation, all contractors and subcontractors, is to be done exclusively by Seller, and Buyer agrees not to issue any instructions to the working forces or otherwise hinder construction or installation of improvements on the Property. Buyer shall not do or have any work done on the Property, nor may Buyer store any possessions thereon, prior to Closing and transfer of title to the Property to Buyer.

22.3 Buyer agrees that any and all controversies, disputes and claims arising under this Section shall be resolved through mediation or binding arbitration in accordance with the terms of this Agreement.

23. **Natural Disasters**. Seller builds homes to the building code in effect at the time the building permit is applied for Buyer's Home. Building code requirements do not guarantee a home can or will withstand the impacts of a natural disaster; including but not limited to earthquake, forest fire, tornado, hurricane, flood, and avalanche. Seller cannot guarantee the home, its structure or features will not be impacted by a natural disaster. Buyer should review their applicable homeowner's and/or flood insurance policy(s) and consult their insurance professional for additional information. Buyer is urged to follow the advice and direction from local emergency management officials regarding a natural disaster.

Buyer understands and agrees to accept the risks and conditions of natural disasters and to assume all liabilities associated with them. By executing and delivering this Agreement and Closing, Buyer shall be deemed to have released Seller and Seller's affiliates, and their respective officers, directors, managers, members, shareholders, employees, and agents, from any and all liability or claims resulting from all matters disclosed or disclaimed in this Paragraph, including, without limitation, any liability for incidental or consequential damages which may result from, without limitation, inconvenience, displacement, property damage, personal injury and/or death to or suffered by Buyer or any of its family members, occupants, guests, tenants, invitees and/or pets and any other person or pet.

24. **Representation of Compliance with OFAC Regulations**. Buyer represents and warrants that Buyer is not barred from doing business with U.S. entities pursuant to the U.S. Department of Treasury's Office of Foreign Asset Control ("**OFAC**"), including OFAC's Specially-Designated-Nationals ("**SDN**") list and lists of known or suspected terrorist organizations. If Seller identifies or is informed that Buyer is a valid match for OFAC's SDN list, then this Agreement is void, and Seller shall cancel and revoke this Agreement immediately. In the event of cancellation or revocation of this Agreement under this provision, Seller shall immediately contact OFAC to report the transaction and to determine whether deposit money provided by Buyer, if any, should be returned or blocked, consistent with OFAC regulations.

25. **Agreement not to be Recorded**. Buyer covenants that Buyer shall not record this Agreement (or any memorandum thereof) in the Public Records of the County. Buyer agrees, if Buyer records this Agreement, to pay all of Seller's attorneys' fees, paraprofessional fees and expenses incurred in removing the cloud in title caused by such recordation. Seller's rights under this Section shall be in addition to Seller's remedies for Buyer's default provided elsewhere in this Agreement.

26. **Transfer, Assignment and Persons Bound**. Buyer agrees that Buyer will not, and does not have the right to, assign, sell or transfer Buyer's interest in this Agreement (whether voluntarily or by operation of law or otherwise) without Seller's prior written consent. If Buyer is a corporation, other business entity, trustee or nominee, a transfer of any material equity or beneficial or principal interest shall constitute an assignment of this Agreement. If Buyer attempts to assign this Agreement in violation of this Section, Seller can declare Buyer in default and Seller shall be entitled to all remedies available under this Agreement. Buyer agrees that Seller may withhold its consent with or without any reason or condition in any manner it chooses (if it gives it at all) and may charge Buyer a reasonable amount to cover administrative costs incurred in considering whether or not to grant consent. If Buyer dies or in any way loses legal control of his/her affairs, this Agreement will bind his/her heirs and legal representatives. If Buyer has received Seller's permission to assign or transfer this Agreement, then Buyer's approved assignees shall be bound by the terms of this Agreement. If more than one person signs this Agreement as Buyer, each such person shall be jointly and severally liable for full performance of all of Buyer's duties and obligations hereunder.

27. **Time of the Essence**. Buyer acknowledges that time is of the essence in connection with the transactions contemplated under this Agreement.

28. **Interpretation and Computation of Time**. The use of the masculine gender in this Agreement shall be deemed to refer to the feminine or neuter gender, and the singular shall include the plural, and vice versa, whenever the context so requires. This Agreement reflects the negotiated agreement of the parties. Each party acknowledges that they have been afforded the opportunity to seek competent legal counsel, and each has made an informed choice as to whether or not to be represented by legal counsel. Accordingly,

this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Any reference in this Agreement to the time periods of less than five (5) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays. Any reference in this Agreement to time periods of five (5) days or more shall, in computation thereof, include Saturdays, Sundays and legal holidays. If the last day of any such period is a Saturday, Sunday or legal holiday, the period shall be extended to 5:00 p.m. on the next full business day. The section headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which follow them.

29. **Notice**. Except as provided in the Closing Section of this Agreement with respect to notices of the scheduled Closing Date, any notice required or permitted to be given in connection with this Agreement shall be in writing and sent by United States certified mail with return receipt requested, overnight professional courier or electronic transmission (with confirmation and copy by (1) certified mail, if Buyer's address is within the United States or (2) overnight professional courier, if to a Buyer whose address is outside of the United States) to Buyer or Seller at the addresses on Page 2 of this Agreement (unless Seller has received written notice from Buyer of any change therein prior to the date such notice is given), and additionally to Seller by hand delivery at Seller's sales office. All notices shall only be effective upon receipt or refusal to accept receipt (by failure to accept delivery or otherwise).

30. **Waiver**. Seller's waiver of any of its rights or remedies shall not operate to waive any other of Seller's rights or remedies or to prevent Seller from enforcing the waived right or remedy in another instance.

31. **Survival**. Buyer and Seller specifically agree that notwithstanding anything to the contrary, the rights and obligations as set forth in all provisions and disclaimers in this Agreement shall survive (1) the Closing of the purchase of the Property; (2) the termination of this Agreement by either party; or (3) the default of this Agreement by either party, unless expressly stated otherwise. NOTWITHSTANDING THE FOREGOING, UPON CLOSING ALL CONTRACTED SERVICES TO BE PERFORMED UNDER THIS AGREEMENT BY SELLER SHALL BE DEEMED COMPLETED AND FULLY PERFORMED, AND THIS AGREEMENT SHALL BE DEEMED COMPLETED, WITHIN THE MEANING OF FLORIDA STATUTES § 95.11(3)(C). IN ADDITION, ALL PAYMENTS, INCLUDING, BUT NOT LIMITED TO, BUYER'S FINAL PAYMENT, TO SELLER FOR ALL CONTRACTED SERVICES ARE DUE ON OR BEFORE THE CLOSING DATE, AND CONTRACTED SERVICES SHALL NOT INCLUDE ANY CORRECTIONS OF DEFECTS OR DEFICIENCIES IN THE HOME, PUNCH LIST WORK, OR WARRANTY WORK.

32. **Incorporation and Severability**. The explanations and disclaimers set forth in the Documents are incorporated into this Agreement. In the event that any clause or provision of this Agreement shall be void or unenforceable, such clause or provision shall be deemed deleted so that the balance of this Agreement is enforceable.

33. **Governing Law**. Any disputes that develop under this Agreement or questions regarding the interpretation of this Agreement will be settled according to the law of the state where the Property is located to the extent federal law is not applicable.

34. **Entire Agreement**. BUYER CERTIFIES THAT BUYER HAS READ EVERY PROVISION OF THIS AGREEMENT, WHICH INCLUDES EACH RIDER AND ADDENDUM ATTACHED HERETO AND THAT THIS AGREEMENT, TOGETHER WITH EACH SUCH RIDER AND ADDENDUM, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER. PRIOR AGREEMENTS, REPRESENTATIONS, UNDERSTANDINGS, AND ORAL STATEMENTS NOT REFLECTED IN THIS AGREEMENT HAVE NO EFFECT AND ARE NOT BINDING ON SELLER. BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED ON ANY REPRESENTATIONS, NEWSPAPERS, RADIO OR TELEVISION ADVERTISEMENTS, WARRANTIES, STATEMENTS, OR ESTIMATES OF ANY NATURE WHATSOEVER, WHETHER WRITTEN OR ORAL, MADE BY SELLER, SALES PERSONS, AGENTS, OFFICERS, EMPLOYEES, COOPERATING BROKERS (IF ANY) OR OTHERWISE EXCEPT AS HEREIN SPECIFICALLY REPRESENTED. BUYER HAS BASED HIS/HER/THEIR DECISION TO PURCHASE THE PROPERTY ON PERSONAL INVESTIGATION, OBSERVATION AND THE DOCUMENTS.

35. **Modification**. This Agreement is the entire agreement for the sale and purchase of the Property and once it is signed by both Buyer and an authorized representative of Seller, it can only be amended by a written agreement signed by both Buyer and Seller.

36. **Additional Changes**. Notwithstanding Section 35 of this Agreement, Buyer agrees that it may be necessary (at any time and from time to time) after Buyer executes this Agreement for Seller, and/or the developer or declarant under the Documents, to change the terms and provisions of this Agreement and/or the Documents to comply with and conform to the rules and regulations (as same may exist and as same may be promulgated from time to time) of any governmental agency, subdivision or authority or court of competent jurisdiction and Buyer consents to all such changes. Notwithstanding Section 35 of this Agreement, Seller, and/or the developer or declarant under the Documents, shall have the right to amend all Documents for development or other purposes, and Buyer consents to all such amendments.

37. **Inducement**. Buyer acknowledges that the sole inducement to close on the purchase of the Property is the Property itself and not (1) the common facilities comprising part of the Community, if any, or (2) any expectation that the Property will increase in value.

38. **Reservation of Easement**. For the purpose of completing the construction and servicing of the Property and Community, Seller hereby reserves an easement of ingress and egress for itself and its successors and assigns, and each of their respective agents, employees, materialmen and subcontractors, over, under and upon the Property for a period of one (1) year after Closing. Seller shall provide reasonable notice to Buyer before exercising easement rights granted herein.

39. **Riders and Addenda**. This Agreement consists of 12 pages and the following Riders and Addenda, which are attached hereto and by this reference made a part of this Agreement.

Check ([X]) all that apply:

[X] Rider A (Florida)	[X] Disclosure Summary
[X] Rider B (Central Florida Division)	[ ] Community Development District Brochure
[X] Purchase Price and Payment Addendum	[X] Cooperating Broker Agreement
[X] Master Disclosure and Information Addendum	[ ] FHA/VA Addendum
[X] Affiliated Business Arrangement Disclosure Statement*	[ ] Out of State Non-Solicitation Addendum (Multi-State)
[X] Election Form Addendum	[ ] Out of State Non-Solicitation Addendum (New York)
[X] Insulation Addendum	[ ] Out of State Non-Solicitation Addendum (New Jersey)
[X] Indoor Environmental Quality Disclosure	[ ] Out of State Non-Solicitation Addendum (Puerto Rico)
[X] Addendum for Natural and Manmade Products	[ ] Approved Lender Addendum [OPTIONAL]
[ ] Sales Incentive Addendum	[X] Privacy Policy Notice Addendum
[ ] HUD Receipt for Property Report [OPTIONAL]	[X] Stucco/Cementitious Finish to Exterior Walls Disclosure
[X] Change Order Addendum/Amendment or Option Summary	[ ] N/A

*On 07/24/2025 Seller provided to Buyer an Affiliated Business Arrangement Disclosure Statement ("**ABAD**") that sets forth Seller's business relationships with affiliated settlement service providers, including but not limited to, Lennar Mortgage, LLC, Lennar Title Inc. Lennar Insurance Agency, LLC and their respective types of charges and range of charges; Buyer acknowledges and confirms receipt of the previously delivered ABAD on 07/24/2025.

40. **Offer to Purchase/Effective Date**. This Agreement, when executed by Buyer and delivered to Seller, together with the Initial Deposit specified hereunder, shall constitute an offer by Buyer to purchase the Property in accordance with the terms and conditions provided herein, and shall not be binding upon Seller until such time as an authorized representative of Seller has executed this Agreement. The date of such acceptance is the "**Effective Date**" of this Agreement. In the event Buyer's offer is not accepted by Seller, all paid Deposits made by Buyer to Seller to date shall be returned to Buyer, and Buyer's offer shall be deemed withdrawn.

41. **Counterparts and Signatures**. This Agreement may be executed in any number of counterparts, a complete set of which shall be deemed to be an original and a complete set of which shall comprise but a single instrument. Signatures may be given via electronic transmission and shall be deemed given as of the date and time of the transmission of this Agreement to the other party.

42. **DISTRICT**. Pursuant to Section 190.048 of Florida Statutes, Seller provides the following notice. **THE Westside Haines City Community Development District COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN addition TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

THE INITIAL DEPOSIT HAS BEEN RECEIVED BY SELLER SUBJECT TO CLEARANCE.

SELLER: LENNAR HOMES, LLC

Signed by: Vitor Viveiros 1CE511971E0F4F4...

New Home Consultant Vitor Viveiros

Date: 11/21/2025

THIS AGREEMENT IS NOT BINDING ON SELLER UNTIL ACCEPTED BELOW BY AN AUTHORIZED REPRESENTATIVE OF SELLER.

SELLER:
LENNAR HOMES, LLC
a Authorized Agent

By Signed by: Vitor Viveiros 1CE511971E0F4F4...

Title: Authorized Representative Vitor Viveiros

Date Signed by Seller: 11/21/2025

Assinado por: Yglesio Luciano Moyses Silva De Souza 31AD751684404C3...

Buyer - Yglesio Luciano Moyses Silva De Souza

Date 11/20/2025

Buyer -

Date

Buyer -

Date

Buyer -

Date

Docusign Envelope ID: 1BEF9AF1-15E8-49D3-9655-13EBBE573CF4

LENNAR HOMES, LLC
6675 Westwood Blvd. 5th Floor
Orlando, FL 32821
407-586-4000

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (together with the Riders and Addenda attached hereto and incorporated by reference herein, this "**Agreement**") is made and entered into as of the twenty-fifth day of JULY, 2025 by and between LENNAR HOMES, LLC ("**Seller**"), and Buyer(s) named below ("**Buyer**"):

BUYER(S):	Check Applicable:
1. Yglesio Luciano Moyses Silva De Souza 2. 3. 4. No Buyer Name Changes Will Be Permitted Unless Seller and Buyer Validly Execute an Amendment to Change Party.	Married ☒ Single ☐ Married ☐ Single ☐ Married ☐ Single ☐ Married ☐ Single ☐

Buyer Address: Rua Das Letras Quadra 2 Casa 11 Cohafuma		
City: Sao Luis	State / Country: MA / BR	Zip:

By providing your telephone numbers and your email address, you hereby consent to receiving telephonic and email communications, including advertisements, made or sent by or on behalf of Seller and/or its affiliates.

Home Telephone:_____

Business Telephone:_____

Cellular Telephone:_____

E-mail Address: yglesio@yahoo.com
Please note that a valid email address is required to access the Lennar Account Application (as defined in Rider B) to review Purchase and Sale Agreement documents and to submit warranty claims after Closing.

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YMSDS (INITIAL) _____ (INITIAL)

1. **Purchase and Sale**. Buyer agrees to buy and Seller agrees to sell to Buyer (on the terms and conditions set forth below) Model Brookside constructed or to be constructed on the following described property:

Lot 0701 of Block _____ of Wellness Ridge Subdivision/Plat, in LAKE County (the "**County**"), Florida.

The residence and improvements (the "**Home**") constructed or to be constructed on the above described property (the "**Homesite**"), and all appurtenances thereto are collectively referred to in this Agreement as the "**Property.**" The Property is located within the community known as Wellness Way 32s (the "**Community**").

2. **Purchase Price and Payments**. The total purchase price ("**Total Purchase Price**") for the Home, exclusive of any Closing Costs as described in Rider B and the Purchase Price and Payment Addendum, is **$410,340.00**. Buyer (and not a third party) has made an earnest money deposit upon the signing of this Agreement (the "**Initial Deposit**") of **$5,000.00** to Seller. Buyer shall make further payments to Seller, including but not limited to any "**Additional Deposit**" or "**Advanced Payment**" (consisting of non-refundable deposit(s) for options, extras, and upgrades) as set forth in the Purchase Price and Payment Addendum attached hereto and made a part hereof. The term "**Deposit**" shall include the Initial Deposit, Additional Deposit and Advanced Payment. If Buyer has not already paid the Initial Deposit at the time Seller signs this Agreement, Buyer will make the Initial Deposit within twenty-four (24) hours of the Effective Date.

3. **Builder's Fee**. Buyer acknowledges and agrees that in connection with the purchase of the Property, Buyer shall pay to Seller a builder's fee, equal to **1.00%** of the Total Purchase Price (the "**Builder's Fee**"). The Builder's Fee is imposed in connection with all home sales in the Community, regardless of whether Buyer finances the purchase of the Property. Notwithstanding the foregoing, Buyer acknowledges that the Builder's Fee may not be imposed on all home sales in the Community, and Seller reserves the right to change or withdraw the Builder's Fee on subsequent home sales in the Community at any time prior to Seller's completion of construction of all homes in the Community. The Builder's Fee represents additional revenue and is intended to compensate Seller for various internal costs and expenses associated with the sales, promotion and/or development of the Community. This fee is due at Closing. The Builder's Fee is separate from any and all Closing Costs (defined herein below). While the Builder's Fee is payable, along with various other fees, costs and amounts at Closing, the Builder's Fee is not a settlement fee associated with any loan that you may obtain to finance the purchase of the Property.

4. **Legally Binding Agreement**. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, PLEASE SEEK COMPETENT LEGAL ADVICE. NO WARRANTIES OR REPRESENTATIONS, OTHER THAN THOSE SPECIFIED IN THIS AGREEMENT, ARE EXPRESSED OR IMPLIED. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF SELLER. FOR CORRECT WARRANTIES AND REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS AGREEMENT, INCLUDING THE RIDERS AND ADDENDA ATTACHED HERETO, AND THE "DOCUMENTS" (AS SUCH TERM IS DEFINED IN RIDER B) PROVIDED TO BUYER, IF ANY.

5. **Financing**.

☒ **CASH TRANSACTION**. If this box is checked, this is a cash transaction and not contingent on financing. Buyer agrees to provide within five (5) calendar days from the Buyer's execution of this Agreement financial statements or other written verification of Buyer's ability to purchase the Property with cash and thereafter, Buyer agrees to provide updated financial statements or written verification of Buyer's ability to purchase the Property in cash within five (5) calendar days of written request by Seller. If Buyer does not (in Seller's sole judgment, based on the documentation provided by Buyer to Seller) have the financial ability to purchase the Property with cash, then Seller may terminate this Agreement by refunding to Buyer any paid Deposit.

☐ **MORTGAGE TRANSACTION**. If this box is checked, Buyer desires to obtain a loan commitment (the "**Commitment**") within the Mortgage Period (as such term is defined in Rider B attached hereto) for a first mortgage loan from Lennar Mortgage, LLC (an affiliate of Seller), or another qualified institutional mortgage lender of Buyer's choice ("**Lender**"), with interest and service charges at current market rates at time of Closing (as defined below) for a borrower of Buyer's credit qualifications and with a loan term of at least thirty (30) years. Buyer agrees to apply within five (5) calendar days from the execution of this Agreement for a loan at the then prevailing interest rate. In the event Buyer chooses to obtain financing through a Lender other than Lennar Mortgage, LLC, Buyer agrees to provide Seller within five (5) calendar days with the name, address and phone number of such Lender, the loan officer and the loan processor. Buyer shall furnish promptly and accurately to Lender all information and documents requested by Lender in connection with such application. If Buyer provides Lender's written disapproval of loan within the Mortgage Period (and Buyer has not cancelled or withdrawn his/her loan application), Seller shall refund the Deposit to Buyer. If Buyer fails to provide Seller within the Mortgage Period with (i) a copy of the written Commitment reasonably satisfactory to Seller, or (ii) Lender's written disapproval of Buyer for such loan, Buyer shall be in default and Seller shall be entitled to retain the Deposit as liquidated damages for taking the Property off of the market and that the amount of liquidated damages is fixed and agreed to by the parties as a reasonable estimate of the damages that Seller shall suffer and is not in the nature of a penalty. If this Agreement provides for a VA guaranteed or FHA insured loan, Buyer's obligation to complete the purchase contemplated under this Agreement is subject to the VA/FHA Addendum attached hereto and incorporated herein.

The following shall apply only if Buyer desires to apply for a loan, as indicated above:

5.1 Prequalification. Buyer may have obtained a "prequalification" from Lennar Mortgage, LLC for the purpose of determining Buyer's ability to purchase the Property. BUYER UNDERSTANDS AND ACKNOWLEDGES THAT BUYER IS NOT OBLIGATED TO USE LENNAR MORTGAGE, LLC TO OBTAIN FINANCING TO PURCHASE THE PROPERTY.

5.2 Application. Buyer understands that any loan application required under this Agreement must be fully completed in order to obtain the mortgage loan, and Buyer will make a good faith attempt to qualify for the mortgage loan. If Buyer has a spouse who does not constitute a Buyer under this Agreement, Buyer agrees to have his/her spouse sign the mortgage documents as required by Lender. BUYER AGREES TO INCUR NO DEBT SUBSEQUENT TO THE EFFECTIVE DATE WHICH MIGHT JEOPARDIZE APPROVAL OF BUYER'S MORTGAGE LOAN. IF THE PROPERTY IS BEING PURCHASED BY A CORPORATION, PARTNERSHIP, OR OTHER ENTITY, BUYER AGREES TO (1) OBTAIN ANY PERSONAL ENDORSEMENTS OR GUARANTEES REQUIRED BY LENDER AND (2) PROVIDE TO LENDER AND/OR THE TITLE INSURER PROMPTLY UPON REQUEST SUCH CERTIFICATES, RESOLUTIONS OR OTHER CORPORATE, PARTNERSHIP OR OTHER ORGANIZATIONAL DOCUMENTS AS MAY BE REQUIRED. Except as provided in this Agreement, Buyer agrees to pay all loan fees and closing costs charged by Lender in connection with the mortgage loan. Buyer will pay any prepaid interest due on the mortgage loan at the time of Closing and any amount Lender may require to be put into escrow toward the payment of property taxes and insurance on the Property. Buyer will also pay any mortgage insurance premiums (prepaid or otherwise), if required by Lender.

5.3 Commitment. Any lender selected by Buyer shall not require the issuance of a certificate of occupancy and the appraiser's final inspection prior to the release of loan documents for Closing. Buyer understands that the rate of interest on the mortgage is established by Lender and not by Seller and that any predictions or representations of present or future interest rate that may have been contained in any advertising or promotion by Seller are not binding. If Buyer obtains a written mortgage loan Commitment and the mortgage loan Commitment is subsequently withdrawn through no fault of Seller including, but not limited to, any condition to such loan Commitment not being satisfied for any reason, this Agreement shall remain in full force and effect and Buyer shall be conclusively presumed to have agreed to purchase the Property as a cash transaction. If the mortgage loan Commitment is withdrawn following the expiration of the Mortgage Period, Buyer shall notify Seller, in writing, of such fact within five (5) calendar days. Buyer shall also provide financial statements or other written verification of Buyer's ability to purchase the Property with cash within five (5) calendar days of withdrawal of the Commitment. If Buyer does not (in Seller's sole judgment, based on the documentation provided by Buyer to Seller) have the financial ability to purchase the Property with cash, then Seller may terminate this Agreement by written notice and refunding to Buyer any paid Deposit. Once Buyer selects a Lender and obtains a Commitment acceptable to Seller, Buyer may change to another Lender at Buyer's discretion up to thirty (30) days prior to estimated completion date ("**Estimated Completion Date**") provided Buyer notifies Seller in writing of such change and provides another Commitment (if there is a change in Lender) to Seller not later than thirty (30) days before the Estimated Completion Date. Buyer agrees that it will make no changes to its mortgage financing arrangement, including change of Lender, within the last thirty (30) days before Estimated Completion Date.

5.4 Appraisal. If the Lender's appraiser appraises the value of the Property for less than the Total Purchase Price, Buyer shall notify Seller, in writing, of such fact within three (3) calendar days from the receipt of the written appraisal. Seller shall then have the option, but not the obligation, in Seller's sole and absolute discretion, to: (i) lower the Total Purchase Price to the appraised value and Buyer shall proceed to Closing; or (ii) allow Buyer to pay the difference between the mortgage loan proceeds and the amounts required to close the transaction contemplated by this Agreement and proceed to Closing (the "**Additional Cash to Close Funds**"). Under no circumstances shall Buyer be excused from performance under this Agreement as a result of Lender's appraisal. Notwithstanding the foregoing, if this Agreement provides for a VA guaranteed or FHA insured loan, the applicable appraisal requirements are set forth in the FHA/VA Addendum attached hereto and incorporated herein.

5.5 Sale of Other Residence. Notwithstanding any condition in the loan Commitment to the contrary, and unless Seller agrees otherwise in writing, Buyer represents and warrants that this Agreement is not and will not be subject to or contingent upon Buyer's selling and/or closing on the sale of Buyer's present residence or other property. Failure to close on the

purchase of the Property will constitute a default by Buyer and the remedies available to Seller for Buyer's default under this Agreement shall apply.

6. **Funds**. Buyer shall remit to Seller the Initial Deposit, Additional Deposit or Advance Payments by check, cashier's check or wire transfer. Buyer acknowledges that Seller shall have the right to deposit such check for the Initial Deposit without such action being deemed acceptance of this Agreement. If any such check is not paid by the bank after acceptance of this Agreement, Seller shall have the option to cancel this Agreement and declare Buyer in default. If Buyer provides any check for a Deposit in the form of Canadian currency (a "**C$ check**"), Seller's depository bank will convert such C$ check into a U.S. dollar amount using its currency procedures and exchange rate then in effect two (2) business days following the date of processing (the "**Conversion Date**") and the amount of the Deposit to be applied toward the Total Purchase Price shall be equal to the amount received by Seller from the depository bank on the Conversion Date. Seller reserves the right to charge or pass through any currency conversion-related fees or costs to the Buyer at Closing (as hereafter defined). Notwithstanding the foregoing or anything contained in this Agreement to the contrary, the balance of the Total Purchase Price plus all applicable Closing Costs (the "**Closing Proceeds**") shall be paid to Seller at Closing. Any funds paid by Buyer under the terms of this Agreement to Seller, including funds paid through a check or cashier's check are accepted by Seller subject to collection.

UNLESS A WRITTEN REQUEST FOR PAYMENT BY CASHIER'S CHECK IS RECEIVED AND APPROVED BY SELLER NOT LESS THAN FIVE (5) BUSINESS DAYS PRIOR TO CLOSING, BUYER ACKNOWLEDGES AND AGREES THAT CLOSING PROCEEDS MUST BE BY FEDERAL WIRE TRANSFER IN IMMEDIATELY AVAILABLE FUNDS. BUYER IS RESPONSIBLE FOR ALL BANK OR WIRE TRANSFER CHARGES AND CURRENCY EXCHANGE FEES. WITHOUT LIMITING ANY OTHER PROVISIONS HEREIN, IF ANY DEPOSIT AND/OR CLOSING PROCEEDS ARE NOT TIMELY PAID, BUYER SHALL BE IN DEFAULT. Notwithstanding the foregoing, if Seller approves Buyer's written request to deliver a cashier's check and thereafter Buyer delivers all or any portion of the Closing Proceeds in the form of a cashier's check exceeding $25,000.00, then Buyer will not be entitled to possession of the Home until the cashier's check has cleared.

7. **Credit Information Authorization**. Buyer authorizes Lender to whom Buyer has applied or is in the process of applying for a mortgage loan in connection with this transaction to disclose to Seller the information contained in any loan application, verification of Deposit, income and employment, and credit reports or credit related documentation on Buyer. Buyer authorizes Lender, and any credit bureau or other person or entity utilized or engaged by Lender, to obtain one or more consumer reports regarding Buyer and to investigate any information, reference, statement, or data, provided to Lender by Buyer or by any other person or entity, pertaining to Buyer's credit and financial status. Buyer shall indemnify, defend and hold harmless Seller, its officers, directors, shareholders, employees, agents, contractors, subcontractors and suppliers ("**Indemnified Parties**"), Lender, and any credit bureau or other person or entity utilized or engaged by Lender or Seller, from and against any deficiencies, losses, liabilities, claims, damages, expenses, obligations, penalties, actions, judgments, awards, suits, costs or disbursements of any kind or nature whatsoever, including attorneys' fees and expenses ("**Claims**") arising from an investigation of Buyer's credit and financial status.

8. **Closing**. Without limiting the terms of Section 9, Buyer acknowledges and agrees that Seller has the right in its sole discretion to schedule the date and place for the closing of the transaction contemplated by this Agreement ("**Closing**") and Buyer shall close on such Closing Date (the "**Closing Date**"). Upon Closing all contracted services to be performed under this Agreement by Seller (the "**Contracted Services**") shall be deemed completed and fully performed, and this Agreement shall be deemed completed, within the meaning of Florida Statutes § 95.11(3)(c). Contracted Services shall not include any corrections of defects or deficiencies in the Home, punch list work, or warranty work. Buyer will be given notice of the Closing Date by the "Closing Date Notice Period" (as such term is defined in Rider B attached hereto). Seller is authorized to postpone or advance the date of Closing at its discretion. Seller must, however, give Buyer reasonable notice of the new Closing Date. Any notice of Closing may be given verbally, by telephone, telegraph, telex, facsimile, mail, e-mail, or other means of communication at Seller's option. All notices of Closing will be given to Buyer at the address or by use of the telephone number(s) or e-mail address(es) specified in this Agreement unless Seller has received written notice from Buyer of any change therein prior to the date notice of Closing is given. Buyer's failure to receive the notice of Closing because Buyer has failed to advise Seller of any changes of address or phone number, or because Buyer has failed to pick up a letter when Buyer has been advised of an attempted delivery or for any other reason, shall not relieve Buyer of Buyer's obligation to close on the scheduled Closing Date, unless Seller otherwise agrees in writing to postpone the Closing Date. If Buyer fails, for any reason, to close on the date specified by Seller, Seller shall have the option to declare Buyer in default and seek the remedies stated in Section 15 below, or to charge Buyer Three Hundred Dollars ($300.00) per day for each day after the date of Closing specified by Seller until, and including, the actual Closing Date, and Seller may require that prorations be made as of the original Closing Date. This sum shall be due and payable in full at the time the extension is accepted by Seller. In addition, if Seller agrees to an extension of the date of Closing beyond the last day of the month for which Closing is originally set, an amount equal to One Percent (1%) of the Total Purchase Price shall also be payable to Seller. The sum for extending the date of Closing beyond the last day of the month shall be due and payable in full at the time the extension is accepted by Seller. Buyer agrees that the late charges are appropriate in order to cover Seller's administrative and other expenses resulting from a delay in Closing and that the amount of liquidated damages is fixed and agreed to by the parties as a reasonable estimate of the damages that Seller shall suffer and is not in the nature of a penalty. Seller is not required to agree to reschedule Closing, but Seller may reschedule Closing in Seller's sole discretion. It is a requirement that Buyer's Lender meet the Closing date and a delay by the Lender shall not be an excuse for Buyer's timely performance. The Closing date must be met even though the certificate of occupancy and final appraiser's inspection may not be received until after the day of Closing. The Lender may make the receipt of said items a "funding condition" prior to final disbursement but the receipt of these items shall not be a condition preventing the preparation and release of loan and closing documents for Closing. Notwithstanding the foregoing and subject to the provisions of Section 5.2 above, if the Mortgage Transaction box is checked above, Seller will agree to postpone Closing and not impose late charges to the extent such postponement is required in order for Buyer's Lender to meet any pre-closing waiting period required as the result of Buyer's Lender's issuance of revised closing disclosures under 12 C.F.R. § 1026.19(f)(2)(ii) of the Consumer Financial Protection Bureau's TILA-RESPA Integrated Disclosure Rule when such revisions directly result from a Seller action taken within six (6) calendar days of the Closing Date. However, in such event, Seller shall have no liability to the Buyer for failure to deliver the Property on the originally scheduled Closing Date.

9. **Completion Date**. It is expressly agreed by Buyer that notwithstanding anything to the contrary specified herein or verbally represented (including but not limited to Seller's sales representative), any scheduled completion date is a good faith estimate, and Seller makes no promises or representations concerning the date of completion. Buyer agrees that Buyer has not relied, and will not rely upon, any estimated completion date for any purpose whatsoever, including, without limitation, relocation of residence, storage of personal property, or lock-in financing, and Buyer agrees that Seller shall not be liable for any additional costs, expenses or damages whatsoever should the Home not be completed by an estimated completion date. Notwithstanding the foregoing, upon Closing all

Contracted Services to be performed under this Agreement by Seller shall be deemed completed and fully performed, and this Agreement shall be deemed completed, within the meaning of Florida Statutes § 95.11(3)(c). Contracted Services shall not include any corrections of defects or deficiencies in the Home, punch list work, or warranty work. Notwithstanding the foregoing, Seller is required to complete and does agree that the construction of the Home shall be completed not later than two (2) years from the date of Buyer's execution of this Agreement. If construction is delayed by any event recognized by the law of the state in which the Home is located as a defense to a contract action for non-performance or a delay in performance, then the date of completion shall be extended by the delay period. It is the express intent of the parties that the parties' rights and obligations under this Agreement be construed in the manner necessary to exempt this Agreement and the sale of the Property from registration under the Interstate Land Sales Full Disclosure Act, and both Buyer and Seller hereby expressly waive any right or provision of this Agreement that would otherwise preclude such exemption.

10. **Casualty Before Closing**. If the Property is damaged by fire, vandalism, act of terrorism or other casualty before Closing and the cost of restoration does not exceed three percent (3%) of the Total Purchase Price and repairs will not substantially delay Closing, Seller shall repair the damage and Closing shall proceed pursuant to the terms of this Agreement. If the cost of restoration exceeds three percent (3%) of the Total Purchase Price or the repairs would substantially delay Closing, Buyer shall have the option to: (1) terminate this Agreement and receive a refund of the Deposit made by Buyer to Seller, in which event both parties shall be released from all obligations under this Agreement, or (2) have Seller repair the damage as soon as reasonably possible, and Closing shall be extended until such repair or rebuilding is complete.

Notwithstanding the foregoing, if all or a portion of the Property is damaged by fire, vandalism, act of terrorism or other casualty or condition and the repair or reconstruction of the Property substantially in accordance with the plans and specifications is rendered impossible by any cause recognized by the law of the state in which the Property is located as a defense to a contract action for non-performance, then Seller shall have the right to terminate this Agreement and Buyer shall receive a refund of the Deposit made by Buyer to Seller in which event both parties shall be released from all obligations under this Agreement.

11. **Deed**. Seller shall convey title to Buyer at Closing by delivery to Buyer of a Special Warranty Deed (the "**Deed**") describing the Property, which Deed shall convey title to Buyer subject to all matters described in Sections 12.1, 17 and 18 of this Agreement. Any such matters omitted from the Deed shall nevertheless be deemed to be included in the Deed. Upon Closing, within the meaning of Florida Statutes § 95.11(3)(c): (1) Buyer shall have actual possession of the Property, (2) all Contracted Services to be performed under this Agreement by Seller shall be deemed completed and fully performed, and (3) this Agreement shall be deemed completed. Contracted Services shall not include any corrections of defects or deficiencies in the Home, punch list work, or warranty work.

12. **Closing and Title Matters**. Title to the Property to be delivered to Buyer at Closing will be marketable and insurable, subject only to the following matters:

12.1 Title to the Property shall be subject to the following: (1) zoning, building codes, bulkhead laws, ordinances, regulations, rights or interests vested in the United States of America or the state in which the Community is located; (2) real estate taxes and other taxes for the year of conveyance and subsequent years including taxes or assessments of any special taxing or community development district (including assessments relating to capital improvements and bonds); (3) the general printed exceptions contained in an owner's title insurance policy; (4) utility easements, sewer agreements, telephone agreements, cable agreements, telecommunications agreements, monitoring agreements, restrictions and reservations common to any plat affecting title to the Property; (5) matters that would be disclosed by an accurate survey or inspection of the Property; (6) the Documents; (7) any laws and restrictions, covenants, conditions, limitations, reservations, agreements or easements recorded in the public records for the County (for example, use limitations and obligations, easements (right-of-way) and agreements relating to telephone, gas or electric lines, water and sewer lines and drainage, provided they do not prevent use of the Property for single family residential purposes); (8) minor encroachments on easements that do not substantially interfere with an easement holder's interest in the Property; (9) acts done or suffered by Buyer and any mortgage or deed of trust obtained by Buyer for the purchase of the Property; and (10) any deed restrictions reflected in the Deed which specifically incorporate Chapter 558 of the Florida Statutes and the mediation, arbitration and litigation provisions set forth in this Agreement. It is Buyer's responsibility to review and become familiar with each of the foregoing title matters, some of which are covenants running with the land. If any title defects are discovered by Buyer after Closing, Buyer's sole remedy shall be to make a claim to Buyer's title insurer.

12.2 Seller shall provide an affidavit complying with the Foreign Investment in Real Property Tax Act of 1980, as amended, upon written request of Buyer.

12.3 Seller may not own title to the Property as of the date of this Agreement or at Closing. However, Seller shall obtain title to the Property on or before the Closing Date or effect the necessary transfer of title on or before the date when Seller causes title to be transferred to Buyer.

12.4 If Seller cannot provide marketable and insurable title as described above, such failure shall not be an event of default and Seller will have a reasonable period of time (at least one hundred twenty (120) days from the date of the scheduled Closing Date) to attempt to correct any defects in title; provided, however, Seller shall not be obligated to incur any expense, nor institute any litigation, to clear title to the Property. If Seller cannot or elects not to correct the title defects, Seller shall so notify Buyer within such period, and Buyer may thereafter elect (by written notice from Buyer to Seller) one of the following two (2) options: (1) to accept title in the condition offered (with defects) and pay the balance of the Total Purchase Price for the Property (without set off or deduction therefor), thereby waiving any claim with respect to such title defects and Buyer will not make any claims against Seller because of the title defects; or (2) to terminate this Agreement and receive a full refund of the Deposit deposited hereunder. If all such amounts are refunded, Buyer agrees to accept it as full payment of Seller's liability hereunder, whereupon this Agreement shall be terminated and Seller shall thereafter be relieved and released of all further liability hereunder. Buyer shall not thereafter have any rights to make any additional claims against Seller. In the event Buyer does not notify Seller in writing within five (5) calendar days from the receipt of Seller's notice (time being strictly of the essence) as to which option Buyer elects, Buyer shall be conclusively presumed to have elected option (1) set forth above in this subsection.

12.5 Title to the Property will be deemed marketable if an owner's policy is issued with standard exceptions.

12.6 The acceptance of the Deed by Buyer shall be deemed to be full performance and discharge of every agreement and

obligation on the part of Seller to be performed pursuant to this Agreement. UPON SELLER'S DELIVERY, AND BUYER'S ACCEPTANCE, OF THE DEED ON THE CLOSING DATE, ALL CONTRACTED SERVICES TO BE PERFORMED UNDER THIS AGREEMENT BY SELLER SHALL BE DEEMED COMPLETED AND FULLY PERFORMED, AND THIS AGREEMENT SHALL BE DEEMED COMPLETED, WITHIN THE MEANING OF FLORIDA STATUTES § 95.11(3)(c). CONTRACTED SERVICES SHALL NOT INCLUDE ANY CORRECTIONS OF DEFECTS OR DEFICIENCIES IN THE HOME, PUNCH LIST WORK, OR WARRANTY WORK.

13. **Closing Costs**. The respective responsibilities of Buyer and Seller for all costs, prorations and fees payable at Closing (the "**Closing Costs**") are shown in Rider B attached hereto.

14. **Site and Substitutions**. The materials, equipment and fixtures included in and to be used in constructing the Home will be substantially the same as or similar in quality to those described in the applicable plans and specifications (except as to extras, options and/or upgrades).

14.1 Changes to Plans and Specifications.

14.1.1 Industry Practice. It is widely observed construction industry practice for pre-construction plans and specifications for any home or building to be changed and adjusted from time to time in order to accommodate on-going site conditions and in the field construction factors. These changes and adjustments are essential in order to permit all components of the Home to be integrated into a well-functioning and aesthetically pleasing product in an expeditious manner. Based on the foregoing, Buyer acknowledges that such changes and adjustments may occur and agrees that it is reasonable and to Buyer's benefit to allow Seller the flexibility to make such changes and adjustments to the Home.

14.1.2 Seller's Absolute Right to Make Modifications to Plans and Specifications. Seller has the absolute right to make modifications to the plans and specifications for the Home. Without limiting the generality of the foregoing, Buyer specifically agrees that changes in the dimensions of rooms and patios, entrances and terraces, if applicable, and changes in room size, in the locations of windows, doors, walls, partitions, utility lead-ins and outlets (including, but not limited to, electrical, cable television, and telephone), air-conditioning components, lighting fixtures and electrical panel boxes may be made by Seller in its sole discretion, provided however that changes in the layout and dimensions of the Home shall not substantially affect the value of the Home. Such changes may also include, but are not limited to, changes in the building location, setbacks and facing, the building's external configuration, its structural components, its finishes and the landscaping associated therewith.

14.1.3 Buyer's Acceptance of Actual Floor Plan. Buyer further understands and acknowledges that many of the Homes to be constructed within the Community require floor plans which are opposite (i.e. flipped) mirror images of the model floor plan and Buyer fully understands and accepts the floor plan configuration for the Home and improvements to be constructed within the Home.

14.1.4 No Warranty for Plans and Specifications on File. Buyer further acknowledges and agrees that (1) the plans and specifications of the Home and the Community on file with the applicable governmental authorities may not be identical in detail to Seller's plans and specifications, and (2) because of the day-to-day nature of the changes described in this Section 14, the plans and specifications on file with the applicable governmental authorities may not include some or any of these changes (there being no legal requirement to file all changes with such authorities). As a result of the foregoing, Buyer and Seller both acknowledge and agree that the Home and the Community may not be constructed in accordance with the plans and specifications on file with the applicable governmental authorities. Without limiting the generality of the provisions of Rider B attached hereto, Seller disclaims and Buyer waives any and all express or implied warranties that construction will be accomplished in compliance with such plans and specifications. Seller has not given and Buyer has not relied on or bargained for any such warranties. In furtherance of the foregoing, in the event of any conflict between the actual construction of the Home and/or the Community, and that which is set forth on the plans and specifications, Buyer agrees that the actual construction shall prevail and to accept the Home and Community as actually constructed (in lieu of what is set forth on the plans and specifications).

14.2 Lot Change. In the event that Seller, in its sole discretion, determines that the Model of the Home selected under this Agreement cannot reasonably be built on the Homesite, then Buyer and Seller hereby agree that they will negotiate in good faith to relocate the Home to another lot in the Community, provided however that there are lots available for sale. If no replacement lot is available, then Buyer may terminate this Agreement and will be entitled to a refund of any paid Deposit.

14.3 Materials, Appliances, Decorative and Landscaping Items.

14.3.1 Buyer understands and agrees that certain of the finishing items, such as tile, marble, carpet, cabinets, stone, brickwork, wood, paint, stain and mica are subject to size and color variations, grain and quality variations, and may vary in accordance with price, availability and changes by manufacturers from those shown in the model, if any, or in illustrations or brochures or those included in the specifications. Furthermore, if circumstances arise that, in Seller's opinion, warrant changes of subcontractors, suppliers, manufacturers, brand names or items, Seller reserves the right to substitute equipment, materials, appliances, etc., which in Seller's opinion are considered to be of quality substantially similar or equal, or of better quality, subject to their availability. Buyer also understands that Seller has the right to substitute or change materials and/or stain colors utilized in wood decor, if any.

14.3.2 Lot grades, lot area, options, facades, shrubs, trees, trim, built-ins, wall treatments, window treatments, furniture, furnishings, fences, decks, locations of walks, driveways and other items in or about a model home area in the subdivision are for display purposes only and are not included in the Total Purchase Price unless otherwise expressly provided herein. Seller has the right to remove any existing trees on the Property or on the surrounding area for any reason. Buyer further understands and agrees that the following items (which may be seen in models or

shown in illustrations) will also not be included with the sale of the Home: wall coverings, paint colors, accent light fixtures, wall ornaments, drapes, blinds, bedspreads, furniture, furnishings, wet bars, monitoring systems, certain built-in fixtures, special floor coverings, wood trim, upgraded items and/or any other items of this nature which may be added or deleted from time to time. This list of items (which is not all-inclusive) is provided as an illustration of the type of items built-in or placed upon models or shown in illustrations strictly for purposes of decoration and example only.

14.4 Deed. By acceptance of the Deed, Buyer accepts all variations of the Home.

15. **Buyer's Default**. In the event of Buyer's default and to the extent allowed by law, Seller shall be entitled to terminate the Agreement and keep, as liquidated damages and not as a penalty, Buyer's Deposit not to exceed twenty percent (20%) of the Total Purchase Price, except that Seller may, in addition, keep, as liquidated damages and not as a penalty, any and all Advanced Payments made by Buyer to Seller for options, extras or upgrades for which Seller has made contractual commitments or incurred liability by placing orders or otherwise. Buyer agrees that actual damages in the event of breach by Buyer would be costly and difficult to calculate, and that such liquidated damages are a fair and reasonable remedy and shall not be considered a penalty.

16. **Seller's Default**. In the event of Seller's default and to the extent allowed by law, Buyer may recover actual damages but shall not be entitled to special, consequential or punitive damages. Notwithstanding the foregoing, Buyer retains all remedies at law and in equity with respect to Seller's obligation to complete the Home within two (2) years pursuant to Section 9 above.

17. **Mediation / Arbitration of Disputes**.

17.1 The parties to this Agreement specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "**Disputes**" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Agreement, the Property, the Community or any dealings between Buyer and Seller; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Seller or Seller's representative; (3) relating to personal injury or property damage alleged to have been sustained by Buyer, Buyer's children or other occupants of the Property, or in the Community; or (4) issues of formation, validity or enforceability of this Section. Buyer has executed this Agreement on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

17.2 Any and all mediations commenced by any of the parties to this Agreement shall be filed with and administered by the American Arbitration Association or any successor thereto ("**AAA**") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

17.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds $250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

17.4 The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. Buyer and Seller further agree (1) that any Dispute involving Seller's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Seller may, at its sole election, include Seller's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

17.5 To the fullest extent permitted by applicable law, Buyer and Seller agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Buyer and Seller further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

17.6 Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable

attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

17.7 Buyer may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

17.8 Seller supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

17.8.1 Notwithstanding the requirements of arbitration stated in Section 17.3 of this Agreement, Buyer shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

17.8.2 Any mediator and associated administrative fees incurred shall be shared equally by Seller and Buyer; however, Seller and Buyer each agree to pay for their own attorneys' fees and costs.

17.8.3 The fees for any claim pursued via arbitration shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

17.9 Notwithstanding the foregoing, if either Seller or Buyer seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

17.10 BUYER AND SELLER AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS SELLER FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION 17.4 ABOVE.

18. **Other Dispute Resolutions**. Notwithstanding the parties' obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Section 17, then the parties agree to the following provisions: **BUYER ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS AGREEMENT ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. BUYER AND SELLER AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. BUYER AND SELLER HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL. SELLER HEREBY SUGGESTS THAT BUYER CONTACT AN ATTORNEY OF BUYER'S CHOICE IF BUYER DOES NOT UNDERSTAND THE LEGAL CONSEQUENCES OF EXECUTING THIS AGREEMENT.**

19. **Deed Restriction**. The provisions of Sections 17 and 18 shall be: (i) subject to the survival provisions of Section 31, (ii) covenants running with the land comprising the Property, (iii) set forth as exceptions in the Deed, and (iv) binding upon Buyer and its successors and assigns in title upon Seller's conveyance of the Property to Buyer and recording of the Deed.

20. **Cooperating Broker and Seller's New Home Consultant**. Unless a Cooperating Broker Agreement indicating otherwise is attached hereto, Buyer represents to Seller that Buyer has not consulted, dealt or negotiated with a real estate broker, salesperson or agent other than Seller's sales personnel located at Seller's sales office. Buyer agrees that Seller is not responsible for the payment of a commission to a real estate broker, salesperson or agent ("Buyer Broker") other than Seller's sales personnel. Buyer will be in default if Buyer fails to close because Buyer is obligated to pay a Buyer Broker and does not have sufficient funds to do so. Buyer shall indemnify, defend and hold harmless Indemnified Parties from and against any and all Claims resulting from or arising out of any representation or breach of a representation or warranty set forth in this Section. If Buyer has engaged a Buyer Broker (as indicated on the Purchase Price and Payment Addendum), Buyer acknowledges that Buyer and Buyer Broker were required to provide Seller a copy of the agreement between Buyer and Buyer Broker ("BBA") on or before execution of this Agreement. Where a commission is being offered by Seller, timely delivery of the BBA and compliance with the terms of the cooperating broker agreement and Seller's cooperating broker participation policy are conditions to Seller's obligation to pay Buyer Broker a commission. In addition, Buyer acknowledges and understands that Seller's New Home Consultant ("NHC") and Internet New Home Consultant ("INHC") are agents of Seller, are acting solely for the Seller's interests, and are not acting in any representative capacity for Buyer. Buyer should not disclose any information to Seller's NHC and/or INHC that Buyer considers to be confidential or otherwise does not want disclosed to Seller.

21. **Construction Activities**. ALL OWNERS, OCCUPANTS AND USERS OF THE COMMUNITY ARE HEREBY PLACED ON NOTICE THAT (1) SELLER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES, AND/OR (2) ANY OTHER PARTIES, WILL BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE COMMUNITY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER

INTEREST, AND BY USING ANY PORTION OF THE COMMUNITY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (1) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (2) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE AREA OF THE COMMUNITY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (3) TO THE EXTENT PERMITTED OR NOT PROHIBITED UNDER APPLICABLE LAW, SELLER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (4) ANY PURCHASE OR USE OF ANY PORTION OF THE COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (5) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO SELL, CONVEY, AND/OR ALLOW THE USE OF THE PROPERTY.

22. **Dangerous Condition; Construction Work**.

22.1 Buyer understands and agrees that the Property is a construction site and that the Property and the improvements, equipment and supplies thereon constitute a danger to those who may enter on the Property. Buyer shall not enter onto the Property prior to Closing unless authorized and accompanied by Seller's representative. Any unauthorized, unaccompanied entry by Buyer shall constitute a breach of this Agreement by Buyer, at Seller's election. Moreover, any entry by Buyer onto the Property prior to Closing shall be done at Buyer's own risk and in compliance with all federal, state and local safety laws and regulations. To the extent permitted or not prohibited by applicable law, Buyer waives, releases and shall indemnify, defend and hold harmless Indemnified Parties from and against any Claims made by Buyer, Buyer's family members or guests, as a direct or indirect result of any such unauthorized, unaccompanied entry onto the Property.

22.2 Buyer agrees that supervision and direction of the working forces, including, without limitation, all contractors and subcontractors, is to be done exclusively by Seller, and Buyer agrees not to issue any instructions to the working forces or otherwise hinder construction or installation of improvements on the Property. Buyer shall not do or have any work done on the Property, nor may Buyer store any possessions thereon, prior to Closing and transfer of title to the Property to Buyer.

22.3 Buyer agrees that any and all controversies, disputes and claims arising under this Section shall be resolved through mediation or binding arbitration in accordance with the terms of this Agreement.

23. **Natural Disasters**. Seller builds homes to the building code in effect at the time the building permit is applied for Buyer's Home. Building code requirements do not guarantee a home can or will withstand the impacts of a natural disaster; including but not limited to earthquake, forest fire, tornado, hurricane, flood, and avalanche. Seller cannot guarantee the home, its structure or features will not be impacted by a natural disaster. Buyer should review their applicable homeowner's and/or flood insurance policy(s) and consult their insurance professional for additional information. Buyer is urged to follow the advice and direction from local emergency management officials regarding a natural disaster.

Buyer understands and agrees to accept the risks and conditions of natural disasters and to assume all liabilities associated with them. By executing and delivering this Agreement and Closing, Buyer shall be deemed to have released Seller and Seller's affiliates, and their respective officers, directors, managers, members, shareholders, employees, and agents, from any and all liability or claims resulting from all matters disclosed or disclaimed in this Paragraph, including, without limitation, any liability for incidental or consequential damages which may result from, without limitation, inconvenience, displacement, property damage, personal injury and/or death to or suffered by Buyer or any of its family members, occupants, guests, tenants, invitees and/or pets and any other person or pet.

24. **Representation of Compliance with OFAC Regulations**. Buyer represents and warrants that Buyer is not barred from doing business with U.S. entities pursuant to the U.S. Department of Treasury's Office of Foreign Asset Control ("**OFAC**"), including OFAC's Specially-Designated-Nationals ("**SDN**") list and lists of known or suspected terrorist organizations. If Seller identifies or is informed that Buyer is a valid match for OFAC's SDN list, then this Agreement is void, and Seller shall cancel and revoke this Agreement immediately. In the event of cancellation or revocation of this Agreement under this provision, Seller shall immediately contact OFAC to report the transaction and to determine whether deposit money provided by Buyer, if any, should be returned or blocked, consistent with OFAC regulations.

25. **Agreement not to be Recorded**. Buyer covenants that Buyer shall not record this Agreement (or any memorandum thereof) in the Public Records of the County. Buyer agrees, if Buyer records this Agreement, to pay all of Seller's attorneys' fees, paraprofessional fees and expenses incurred in removing the cloud in title caused by such recordation. Seller's rights under this Section shall be in addition to Seller's remedies for Buyer's default provided elsewhere in this Agreement.

26. **Transfer, Assignment and Persons Bound**. Buyer agrees that Buyer will not, and does not have the right to, assign, sell or transfer Buyer's interest in this Agreement (whether voluntarily or by operation of law or otherwise) without Seller's prior written consent. If Buyer is a corporation, other business entity, trustee or nominee, a transfer of any material equity or beneficial or principal interest shall constitute an assignment of this Agreement. If Buyer attempts to assign this Agreement in violation of this Section, Seller can declare Buyer in default and Seller shall be entitled to all remedies available under this Agreement. Buyer agrees that Seller may withhold its consent with or without any reason or condition in any manner it chooses (if it gives it at all) and may charge Buyer a reasonable amount to cover administrative costs incurred in considering whether or not to grant consent. If Buyer dies or in any way loses legal control of his/her affairs, this Agreement will bind his/her heirs and legal representatives. If Buyer has received Seller's permission to assign or transfer this Agreement, then Buyer's approved assignees shall be bound by the terms of this Agreement. If more than one person signs this Agreement as Buyer, each such person shall be jointly and severally liable for full performance of all of Buyer's duties and obligations hereunder.

27. **Time of the Essence**. Buyer acknowledges that time is of the essence in connection with the transactions contemplated under this Agreement.

28. **Interpretation and Computation of Time**. The use of the masculine gender in this Agreement shall be deemed to refer to the feminine or neuter gender, and the singular shall include the plural, and vice versa, whenever the context so requires. This Agreement reflects the negotiated agreement of the parties. Each party acknowledges that they have been afforded the opportunity to seek competent legal counsel, and each has made an informed choice as to whether or not to be represented by legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Any reference in this Agreement to the time periods of less than five (5) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays. Any reference in this Agreement to time periods of five (5) days or more shall, in computation thereof, include Saturdays, Sundays and legal holidays. If the last day of any such period is a Saturday, Sunday or legal holiday, the period shall be extended to 5:00 p.m. on the next full business day. The section headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which follow them.

29. **Notice**. Except as provided in the Closing Section of this Agreement with respect to notices of the scheduled Closing Date, any notice required or permitted to be given in connection with this Agreement shall be in writing and sent by United States certified mail with return receipt requested, overnight professional courier or electronic transmission (with confirmation and copy by (1) certified mail, if Buyer's address is within the United States or (2) overnight professional courier, if to a Buyer whose address is outside of the United States) to Buyer or Seller at the addresses on Page 2 of this Agreement (unless Seller has received written notice from Buyer of any change therein prior to the date such notice is given), and additionally to Seller by hand delivery at Seller's sales office. All notices shall only be effective upon receipt or refusal to accept receipt (by failure to accept delivery or otherwise).

30. **Waiver**. Seller's waiver of any of its rights or remedies shall not operate to waive any other of Seller's rights or remedies or to prevent Seller from enforcing the waived right or remedy in another instance.

31. **Survival**. Buyer and Seller specifically agree that notwithstanding anything to the contrary, the rights and obligations as set forth in all provisions and disclaimers in this Agreement shall survive (1) the Closing of the purchase of the Property; (2) the termination of this Agreement by either party; or (3) the default of this Agreement by either party, unless expressly stated otherwise. NOTWITHSTANDING THE FOREGOING, UPON CLOSING ALL CONTRACTED SERVICES TO BE PERFORMED UNDER THIS AGREEMENT BY SELLER SHALL BE DEEMED COMPLETED AND FULLY PERFORMED, AND THIS AGREEMENT SHALL BE DEEMED COMPLETED, WITHIN THE MEANING OF FLORIDA STATUTES § 95.11(3)(C). IN ADDITION, ALL PAYMENTS, INCLUDING, BUT NOT LIMITED TO, BUYER'S FINAL PAYMENT, TO SELLER FOR ALL CONTRACTED SERVICES ARE DUE ON OR BEFORE THE CLOSING DATE, AND CONTRACTED SERVICES SHALL NOT INCLUDE ANY CORRECTIONS OF DEFECTS OR DEFICIENCIES IN THE HOME, PUNCH LIST WORK, OR WARRANTY WORK.

32. **Incorporation and Severability**. The explanations and disclaimers set forth in the Documents are incorporated into this Agreement. In the event that any clause or provision of this Agreement shall be void or unenforceable, such clause or provision shall be deemed deleted so that the balance of this Agreement is enforceable.

33. **Governing Law**. Any disputes that develop under this Agreement or questions regarding the interpretation of this Agreement will be settled according to the law of the state where the Property is located to the extent federal law is not applicable.

34. **Entire Agreement**. BUYER CERTIFIES THAT BUYER HAS READ EVERY PROVISION OF THIS AGREEMENT, WHICH INCLUDES EACH RIDER AND ADDENDUM ATTACHED HERETO AND THAT THIS AGREEMENT, TOGETHER WITH EACH SUCH RIDER AND ADDENDUM, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER. PRIOR AGREEMENTS, REPRESENTATIONS, UNDERSTANDINGS, AND ORAL STATEMENTS NOT REFLECTED IN THIS AGREEMENT HAVE NO EFFECT AND ARE NOT BINDING ON SELLER. BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED ON ANY REPRESENTATIONS, NEWSPAPERS, RADIO OR TELEVISION ADVERTISEMENTS, WARRANTIES, STATEMENTS, OR ESTIMATES OF ANY NATURE WHATSOEVER, WHETHER WRITTEN OR ORAL, MADE BY SELLER, SALES PERSONS, AGENTS, OFFICERS, EMPLOYEES, COOPERATING BROKERS (IF ANY) OR OTHERWISE EXCEPT AS HEREIN SPECIFICALLY REPRESENTED. BUYER HAS BASED HIS/HER/THEIR DECISION TO PURCHASE THE PROPERTY ON PERSONAL INVESTIGATION, OBSERVATION AND THE DOCUMENTS.

35. **Modification**. This Agreement is the entire agreement for the sale and purchase of the Property and once it is signed by both Buyer and an authorized representative of Seller, it can only be amended by a written agreement signed by both Buyer and Seller.

36. **Additional Changes**. Notwithstanding Section 35 of this Agreement, Buyer agrees that it may be necessary (at any time and from time to time) after Buyer executes this Agreement for Seller, and/or the developer or declarant under the Documents, to change the terms and provisions of this Agreement and/or the Documents to comply with and conform to the rules and regulations (as same may exist and as same may be promulgated from time to time) of any governmental agency, subdivision or authority or court of competent jurisdiction and Buyer consents to all such changes. Notwithstanding Section 35 of this Agreement, Seller, and/or the developer or declarant under the Documents, shall have the right to amend all Documents for development or other purposes, and Buyer consents to all such amendments.

37. **Inducement**. Buyer acknowledges that the sole inducement to close on the purchase of the Property is the Property itself and not (1) the common facilities comprising part of the Community, if any, or (2) any expectation that the Property will increase in value.

38. **Reservation of Easement**. For the purpose of completing the construction and servicing of the Property and Community, Seller hereby reserves an easement of ingress and egress for itself and its successors and assigns, and each of their respective agents, employees, materialmen and subcontractors, over, under and upon the Property for a period of one (1) year after Closing. Seller shall provide reasonable notice to Buyer before exercising easement rights granted herein.

39. **Riders and Addenda**. This Agreement consists of 12 pages and the following Riders and Addenda, which are attached hereto and by this reference made a part of this Agreement.

Check ([X]) all that apply:

[X] Rider A (Florida)	[X] Disclosure Summary
[X] Rider B (Central Florida Division)	[ ] Community Development District Brochure
[X] Purchase Price and Payment Addendum	[X] Cooperating Broker Agreement
[X] Master Disclosure and Information Addendum	[ ] FHA/VA Addendum
[X] Affiliated Business Arrangement Disclosure Statement*	[ ] Out of State Non-Solicitation Addendum (Multi-State)
[X] Election Form Addendum	[ ] Out of State Non-Solicitation Addendum (New York)
[X] Insulation Addendum	[ ] Out of State Non-Solicitation Addendum (New Jersey)
[X] Indoor Environmental Quality Disclosure	[ ] Out of State Non-Solicitation Addendum (Puerto Rico)
[X] Addendum for Natural and Manmade Products	[ ] Approved Lender Addendum [OPTIONAL]
[ ] Sales Incentive Addendum	[X] Privacy Policy Notice Addendum
[ ] HUD Receipt for Property Report [OPTIONAL]	[X] Stucco/Cementitious Finish to Exterior Walls Disclosure
[X] Change Order Addendum/Amendment or Option Summary	[ ] N/A

*On 07/24/2025 Seller provided to Buyer an Affiliated Business Arrangement Disclosure Statement ("**ABAD**") that sets forth Seller's business relationships with affiliated settlement service providers, including but not limited to, Lennar Mortgage, LLC, Lennar Title Inc. Lennar Insurance Agency, LLC and their respective types of charges and range of charges; Buyer acknowledges and confirms receipt of the previously delivered ABAD on 07/24/2025.

40. **Offer to Purchase/Effective Date**. This Agreement, when executed by Buyer and delivered to Seller, together with the Initial Deposit specified hereunder, shall constitute an offer by Buyer to purchase the Property in accordance with the terms and conditions provided herein, and shall not be binding upon Seller until such time as an authorized representative of Seller has executed this Agreement. The date of such acceptance is the "**Effective Date**" of this Agreement. In the event Buyer's offer is not accepted by Seller, all paid Deposits made by Buyer to Seller to date shall be returned to Buyer, and Buyer's offer shall be deemed withdrawn.

41. **Counterparts and Signatures**. This Agreement may be executed in any number of counterparts, a complete set of which shall be deemed to be an original and a complete set of which shall comprise but a single instrument. Signatures may be given via electronic transmission and shall be deemed given as of the date and time of the transmission of this Agreement to the other party.

42. **DISTRICT**. Pursuant to Section 190.048 of Florida Statutes, Seller provides the following notice. **THE Wellness Ridge Community Development District COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN addition TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

THE INITIAL DEPOSIT HAS BEEN RECEIVED BY SELLER SUBJECT TO CLEARANCE.

SELLER: LENNAR HOMES, LLC

Signed by: Vitor Viveiros 1CE511971E0F4F4...

New Home Consultant

Vitor Viveiros

Date: 7/25/2025

THIS AGREEMENT IS NOT BINDING ON SELLER UNTIL ACCEPTED BELOW BY AN AUTHORIZED REPRESENTATIVE OF SELLER.

SELLER:
LENNAR HOMES, LLC
a Authorized Agent

By Signed by: Vitor Viveiros 1CE511971E0F4F4...

Title: Authorized Representative

Vitor Viveiros

Date Signed by Seller: 7/25/2025

Assinado por: Yglesio Luciano Moyses Silva De Souza 31AD751884404C3...

Buyer - Yglesio Luciano Moyses Silva De Souza

Date 7/25/2025

Buyer -

Date

Buyer -

Date

Buyer -

Date

Docusign Envelope ID: 977B0C1E-DB42-4B52-9499-D9508EFCF8B6

LENNAR HOMES, LLC
6675 Westwood Blvd. 5th Floor
Orlando, FL 32821
407-586-4000

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (together with the Riders and Addenda attached hereto and incorporated by reference herein, this "**Agreement**") is made and entered into as of the twentieth day of NOVEMBER, 2025 by and between LENNAR HOMES, LLC ("**Seller**"), and Buyer(s) named below ("**Buyer**"):

BUYER(S):	Check Applicable:
1. Yglesio Luciano Moyses Silva De Souza 2. 3. 4. No Buyer Name Changes Will Be Permitted Unless Seller and Buyer Validly Execute an Amendment to Change Party.	Married ☒ Single ☐ Married ☐ Single ☐ Married ☐ Single ☐ Married ☐ Single ☐

Buyer Address: 5677 LIVELINESS ALLEY		
City: Clermont	State / Country: FL / US	Zip: 34714

By providing your telephone numbers and your email address, you hereby consent to receiving telephonic and email communications, including advertisements, made or sent by or on behalf of Seller and/or its affiliates.

Home Telephone: _____

Business Telephone: _____

Cellular Telephone: 5598991101412

E-mail Address: yglesio@yahoo.com
Please note that a valid email address is required to access the Lennar Account Application (as defined in Rider B) to review Purchase and Sale Agreement documents and to submit warranty claims after Closing.

Rubrica YMSDS (INITIAL) _____ (INITIAL)

1. **Purchase and Sale**. Buyer agrees to buy and Seller agrees to sell to Buyer (on the terms and conditions set forth below) Model Bright constructed or to be constructed on the following described property:

Lot 2318 of Block _____ of BRENTWOOD TOWNHOME Subdivision/Plat, in POLK County (the "**County**"), Florida.

The residence and improvements (the "**Home**") constructed or to be constructed on the above described property (the "**Homesite**"), and all appurtenances thereto are collectively referred to in this Agreement as the "**Property.**" The Property is located within the community known as Brentwood TH (the "**Community**").

2. **Purchase Price and Payments**. The total purchase price ("**Total Purchase Price**") for the Home, exclusive of any Closing Costs as described in Rider B and the Purchase Price and Payment Addendum, is **$284,990.00**. Buyer (and not a third party) has made an earnest money deposit upon the signing of this Agreement (the "**Initial Deposit**") of **$3,000.00** to Seller. Buyer shall make further payments to Seller, including but not limited to any "**Additional Deposit**" or "**Advanced Payment**" (consisting of non-refundable deposit(s) for options, extras, and upgrades) as set forth in the Purchase Price and Payment Addendum attached hereto and made a part hereof. The term "**Deposit**" shall include the Initial Deposit, Additional Deposit and Advanced Payment. If Buyer has not already paid the Initial Deposit at the time Seller signs this Agreement, Buyer will make the Initial Deposit within twenty-four (24) hours of the Effective Date.

3. **Builder's Fee**. Buyer acknowledges and agrees that in connection with the purchase of the Property, Buyer shall pay to Seller a builder's fee, equal to **.25%** of the Total Purchase Price (the "**Builder's Fee**"). The Builder's Fee is imposed in connection with all home sales in the Community, regardless of whether Buyer finances the purchase of the Property. Notwithstanding the foregoing, Buyer acknowledges that the Builder's Fee may not be imposed on all home sales in the Community, and Seller reserves the right to change or withdraw the Builder's Fee on subsequent home sales in the Community at any time prior to Seller's completion of construction of all homes in the Community. The Builder's Fee represents additional revenue and is intended to compensate Seller for various internal costs and expenses associated with the sales, promotion and/or development of the Community. This fee is due at Closing. The Builder's Fee is separate from any and all Closing Costs (defined herein below). While the Builder's Fee is payable, along with various other fees, costs and amounts at Closing, the Builder's Fee is not a settlement fee associated with any loan that you may obtain to finance the purchase of the Property.

4. **Legally Binding Agreement**. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, PLEASE SEEK COMPETENT LEGAL ADVICE. NO WARRANTIES OR REPRESENTATIONS, OTHER THAN THOSE SPECIFIED IN THIS AGREEMENT, ARE EXPRESSED OR IMPLIED. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF SELLER. FOR CORRECT WARRANTIES AND REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS AGREEMENT, INCLUDING THE RIDERS AND ADDENDA ATTACHED HERETO, AND THE "DOCUMENTS" (AS SUCH TERM IS DEFINED IN RIDER B) PROVIDED TO BUYER, IF ANY.

5. **Financing**.

☒ **CASH TRANSACTION**. If this box is checked, this is a cash transaction and not contingent on financing. Buyer agrees to provide within five (5) calendar days from the Buyer's execution of this Agreement financial statements or other written verification of Buyer's ability to purchase the Property with cash and thereafter, Buyer agrees to provide updated financial statements or written verification of Buyer's ability to purchase the Property in cash within five (5) calendar days of written request by Seller. If Buyer does not (in Seller's sole judgment, based on the documentation provided by Buyer to Seller) have the financial ability to purchase the Property with cash, then Seller may terminate this Agreement by refunding to Buyer any paid Deposit.

☐ **MORTGAGE TRANSACTION**. If this box is checked, Buyer desires to obtain a loan commitment (the "**Commitment**") within the Mortgage Period (as such term is defined in Rider B attached hereto) for a first mortgage loan from Lennar Mortgage, LLC (an affiliate of Seller), or another qualified institutional mortgage lender of Buyer's choice ("**Lender**"), with interest and service charges at current market rates at time of Closing (as defined below) for a borrower of Buyer's credit qualifications and with a loan term of at least thirty (30) years. Buyer agrees to apply within five (5) calendar days from the execution of this Agreement for a loan at the then prevailing interest rate. In the event Buyer chooses to obtain financing through a Lender other than Lennar Mortgage, LLC, Buyer agrees to provide Seller within five (5) calendar days with the name, address and phone number of such Lender, the loan officer and the loan processor. Buyer shall furnish promptly and accurately to Lender all information and documents requested by Lender in connection with such application. If Buyer provides Lender's written disapproval of loan within the Mortgage Period (and Buyer has not cancelled or withdrawn his/her loan application), Seller shall refund the Deposit to Buyer. If Buyer fails to provide Seller within the Mortgage Period with (i) a copy of the written Commitment reasonably satisfactory to Seller, or (ii) Lender's written disapproval of Buyer for such loan, Buyer shall be in default and Seller shall be entitled to retain the Deposit as liquidated damages for taking the Property off of the market and that the amount of liquidated damages is fixed and agreed to by the parties as a reasonable estimate of the damages that Seller shall suffer and is not in the nature of a penalty. If this Agreement provides for a VA guaranteed or FHA insured loan, Buyer's obligation to complete the purchase contemplated under this Agreement is subject to the VA/FHA Addendum attached hereto and incorporated herein.

The following shall apply only if Buyer desires to apply for a loan, as indicated above:

5.1 Prequalification. Buyer may have obtained a "prequalification" from Lennar Mortgage, LLC for the purpose of determining Buyer's ability to purchase the Property. BUYER UNDERSTANDS AND ACKNOWLEDGES THAT BUYER IS NOT OBLIGATED TO USE LENNAR MORTGAGE, LLC TO OBTAIN FINANCING TO PURCHASE THE PROPERTY.

5.2 Application. Buyer understands that any loan application required under this Agreement must be fully completed in order to obtain the mortgage loan, and Buyer will make a good faith attempt to qualify for the mortgage loan. If Buyer has a spouse who does not constitute a Buyer under this Agreement, Buyer agrees to have his/her spouse sign the mortgage documents as required by Lender. BUYER AGREES TO INCUR NO DEBT SUBSEQUENT TO THE EFFECTIVE DATE WHICH MIGHT JEOPARDIZE APPROVAL OF BUYER'S MORTGAGE LOAN. IF THE PROPERTY IS BEING PURCHASED BY A CORPORATION, PARTNERSHIP, OR OTHER ENTITY, BUYER AGREES TO (1) OBTAIN ANY PERSONAL ENDORSEMENTS OR GUARANTEES REQUIRED BY LENDER AND (2) PROVIDE TO LENDER AND/OR THE TITLE INSURER PROMPTLY UPON REQUEST SUCH CERTIFICATES, RESOLUTIONS OR OTHER CORPORATE, PARTNERSHIP OR OTHER ORGANIZATIONAL DOCUMENTS AS MAY BE REQUIRED. Except as provided in this Agreement, Buyer agrees to pay all loan fees and closing costs charged by Lender in connection with the mortgage loan. Buyer will pay any prepaid interest due on the mortgage loan at the time of Closing and any amount Lender may require to be put into escrow toward the payment of property taxes and insurance on the Property. Buyer will also pay any mortgage insurance premiums (prepaid or otherwise), if required by Lender.

5.3 Commitment. Any lender selected by Buyer shall not require the issuance of a certificate of occupancy and the appraiser's final inspection prior to the release of loan documents for Closing. Buyer understands that the rate of interest on the mortgage is established by Lender and not by Seller and that any predictions or representations of present or future interest rate that may have been contained in any advertising or promotion by Seller are not binding. If Buyer obtains a written mortgage loan Commitment and the mortgage loan Commitment is subsequently withdrawn through no fault of Seller including, but not limited to, any condition to such loan Commitment not being satisfied for any reason, this Agreement shall remain in full force and effect and Buyer shall be conclusively presumed to have agreed to purchase the Property as a cash transaction. If the mortgage loan Commitment is withdrawn following the expiration of the Mortgage Period, Buyer shall notify Seller, in writing, of such fact within five (5) calendar days. Buyer shall also provide financial statements or other written verification of Buyer's ability to purchase the Property with cash within five (5) calendar days of withdrawal of the Commitment. If Buyer does not (in Seller's sole judgment, based on the documentation provided by Buyer to Seller) have the financial ability to purchase the Property with cash, then Seller may terminate this Agreement by written notice and refunding to Buyer any paid Deposit. Once Buyer selects a Lender and obtains a Commitment acceptable to Seller, Buyer may change to another Lender at Buyer's discretion up to thirty (30) days prior to estimated completion date ("**Estimated Completion Date**") provided Buyer notifies Seller in writing of such change and provides another Commitment (if there is a change in Lender) to Seller not later than thirty (30) days before the Estimated Completion Date. Buyer agrees that it will make no changes to its mortgage financing arrangement, including change of Lender, within the last thirty (30) days before Estimated Completion Date.

5.4 Appraisal. If the Lender's appraiser appraises the value of the Property for less than the Total Purchase Price, Buyer shall notify Seller, in writing, of such fact within three (3) calendar days from the receipt of the written appraisal. Seller shall then have the option, but not the obligation, in Seller's sole and absolute discretion, to: (i) lower the Total Purchase Price to the appraised value and Buyer shall proceed to Closing; or (ii) allow Buyer to pay the difference between the mortgage loan proceeds and the amounts required to close the transaction contemplated by this Agreement and proceed to Closing (the "**Additional Cash to Close Funds**"). Under no circumstances shall Buyer be excused from performance under this Agreement as a result of Lender's appraisal. Notwithstanding the foregoing, if this Agreement provides for a VA guaranteed or FHA insured loan, the applicable appraisal requirements are set forth in the FHA/VA Addendum attached hereto and incorporated herein.

5.5 Sale of Other Residence. Notwithstanding any condition in the loan Commitment to the contrary, and unless Seller agrees otherwise in writing, Buyer represents and warrants that this Agreement is not and will not be subject to or contingent upon Buyer's selling and/or closing on the sale of Buyer's present residence or other property. Failure to close on the

purchase of the Property will constitute a default by Buyer and the remedies available to Seller for Buyer's default under this Agreement shall apply.

6. **Funds**. Buyer shall remit to Seller the Initial Deposit, Additional Deposit or Advance Payments by check, cashier's check or wire transfer. Buyer acknowledges that Seller shall have the right to deposit such check for the Initial Deposit without such action being deemed acceptance of this Agreement. If any such check is not paid by the bank after acceptance of this Agreement, Seller shall have the option to cancel this Agreement and declare Buyer in default. If Buyer provides any check for a Deposit in the form of Canadian currency (a "**C$ check**"), Seller's depository bank will convert such C$ check into a U.S. dollar amount using its currency procedures and exchange rate then in effect two (2) business days following the date of processing (the "**Conversion Date**") and the amount of the Deposit to be applied toward the Total Purchase Price shall be equal to the amount received by Seller from the depository bank on the Conversion Date. Seller reserves the right to charge or pass through any currency conversion-related fees or costs to the Buyer at Closing (as hereafter defined). Notwithstanding the foregoing or anything contained in this Agreement to the contrary, the balance of the Total Purchase Price plus all applicable Closing Costs (the "**Closing Proceeds**") shall be paid to Seller at Closing. Any funds paid by Buyer under the terms of this Agreement to Seller, including funds paid through a check or cashier's check are accepted by Seller subject to collection.

UNLESS A WRITTEN REQUEST FOR PAYMENT BY CASHIER'S CHECK IS RECEIVED AND APPROVED BY SELLER NOT LESS THAN FIVE (5) BUSINESS DAYS PRIOR TO CLOSING, BUYER ACKNOWLEDGES AND AGREES THAT CLOSING PROCEEDS MUST BE BY FEDERAL WIRE TRANSFER IN IMMEDIATELY AVAILABLE FUNDS. BUYER IS RESPONSIBLE FOR ALL BANK OR WIRE TRANSFER CHARGES AND CURRENCY EXCHANGE FEES. WITHOUT LIMITING ANY OTHER PROVISIONS HEREIN, IF ANY DEPOSIT AND/OR CLOSING PROCEEDS ARE NOT TIMELY PAID, BUYER SHALL BE IN DEFAULT. Notwithstanding the foregoing, if Seller approves Buyer's written request to deliver a cashier's check and thereafter Buyer delivers all or any portion of the Closing Proceeds in the form of a cashier's check exceeding $25,000.00, then Buyer will not be entitled to possession of the Home until the cashier's check has cleared.

7. **Credit Information Authorization**. Buyer authorizes Lender to whom Buyer has applied or is in the process of applying for a mortgage loan in connection with this transaction to disclose to Seller the information contained in any loan application, verification of Deposit, income and employment, and credit reports or credit related documentation on Buyer. Buyer authorizes Lender, and any credit bureau or other person or entity utilized or engaged by Lender, to obtain one or more consumer reports regarding Buyer and to investigate any information, reference, statement, or data, provided to Lender by Buyer or by any other person or entity, pertaining to Buyer's credit and financial status. Buyer shall indemnify, defend and hold harmless Seller, its officers, directors, shareholders, employees, agents, contractors, subcontractors and suppliers ("**Indemnified Parties**"), Lender, and any credit bureau or other person or entity utilized or engaged by Lender or Seller, from and against any deficiencies, losses, liabilities, claims, damages, expenses, obligations, penalties, actions, judgments, awards, suits, costs or disbursements of any kind or nature whatsoever, including attorneys' fees and expenses ("**Claims**") arising from an investigation of Buyer's credit and financial status.

8. **Closing**. Without limiting the terms of Section 9, Buyer acknowledges and agrees that Seller has the right in its sole discretion to schedule the date and place for the closing of the transaction contemplated by this Agreement ("**Closing**") and Buyer shall close on such Closing Date (the "**Closing Date**"). Upon Closing all contracted services to be performed under this Agreement by Seller (the "**Contracted Services**") shall be deemed completed and fully performed, and this Agreement shall be deemed completed, within the meaning of Florida Statutes § 95.11(3)(c). Contracted Services shall not include any corrections of defects or deficiencies in the Home, punch list work, or warranty work. Buyer will be given notice of the Closing Date by the "Closing Date Notice Period" (as such term is defined in Rider B attached hereto). Seller is authorized to postpone or advance the date of Closing at its discretion. Seller must, however, give Buyer reasonable notice of the new Closing Date. Any notice of Closing may be given verbally, by telephone, telegraph, telex, facsimile, mail, e-mail, or other means of communication at Seller's option. All notices of Closing will be given to Buyer at the address or by use of the telephone number(s) or e-mail address(es) specified in this Agreement unless Seller has received written notice from Buyer of any change therein prior to the date notice of Closing is given. Buyer's failure to receive the notice of Closing because Buyer has failed to advise Seller of any changes of address or phone number, or because Buyer has failed to pick up a letter when Buyer has been advised of an attempted delivery or for any other reason, shall not relieve Buyer of Buyer's obligation to close on the scheduled Closing Date, unless Seller otherwise agrees in writing to postpone the Closing Date. If Buyer fails, for any reason, to close on the date specified by Seller, Seller shall have the option to declare Buyer in default and seek the remedies stated in Section 15 below, or to charge Buyer Three Hundred Dollars ($300.00) per day for each day after the date of Closing specified by Seller until, and including, the actual Closing Date, and Seller may require that prorations be made as of the original Closing Date. This sum shall be due and payable in full at the time the extension is accepted by Seller. In addition, if Seller agrees to an extension of the date of Closing beyond the last day of the month for which Closing is originally set, an amount equal to One Percent (1%) of the Total Purchase Price shall also be payable to Seller. The sum for extending the date of Closing beyond the last day of the month shall be due and payable in full at the time the extension is accepted by Seller. Buyer agrees that the late charges are appropriate in order to cover Seller's administrative and other expenses resulting from a delay in Closing and that the amount of liquidated damages is fixed and agreed to by the parties as a reasonable estimate of the damages that Seller shall suffer and is not in the nature of a penalty. Seller is not required to agree to reschedule Closing, but Seller may reschedule Closing in Seller's sole discretion. It is a requirement that Buyer's Lender meet the Closing date and a delay by the Lender shall not be an excuse for Buyer's timely performance. The Closing date must be met even though the certificate of occupancy and final appraiser's inspection may not be received until after the day of Closing. The Lender may make the receipt of said items a "funding condition" prior to final disbursement but the receipt of these items shall not be a condition preventing the preparation and release of loan and closing documents for Closing. Notwithstanding the foregoing and subject to the provisions of Section 5.2 above, if the Mortgage Transaction box is checked above, Seller will agree to postpone Closing and not impose late charges to the extent such postponement is required in order for Buyer's Lender to meet any pre-closing waiting period required as the result of Buyer's Lender's issuance of revised closing disclosures under 12 C.F.R. § 1026.19(f)(2)(ii) of the Consumer Financial Protection Bureau's TILA-RESPA Integrated Disclosure Rule when such revisions directly result from a Seller action taken within six (6) calendar days of the Closing Date. However, in such event, Seller shall have no liability to the Buyer for failure to deliver the Property on the originally scheduled Closing Date.

9. **Completion Date**. It is expressly agreed by Buyer that notwithstanding anything to the contrary specified herein or verbally represented (including but not limited to Seller's sales representative), any scheduled completion date is a good faith estimate, and Seller makes no promises or representations concerning the date of completion. Buyer agrees that Buyer has not relied, and will not rely upon, any estimated completion date for any purpose whatsoever, including, without limitation, relocation of residence, storage of personal property, or lock-in financing, and Buyer agrees that Seller shall not be liable for any additional costs, expenses or damages whatsoever should the Home not be completed by an estimated completion date. Notwithstanding the foregoing, upon Closing all

Contracted Services to be performed under this Agreement by Seller shall be deemed completed and fully performed, and this Agreement shall be deemed completed, within the meaning of Florida Statutes § 95.11(3)(c). Contracted Services shall not include any corrections of defects or deficiencies in the Home, punch list work, or warranty work. Notwithstanding the foregoing, Seller is required to complete and does agree that the construction of the Home shall be completed not later than two (2) years from the date of Buyer's execution of this Agreement. If construction is delayed by any event recognized by the law of the state in which the Home is located as a defense to a contract action for non-performance or a delay in performance, then the date of completion shall be extended by the delay period. It is the express intent of the parties that the parties' rights and obligations under this Agreement be construed in the manner necessary to exempt this Agreement and the sale of the Property from registration under the Interstate Land Sales Full Disclosure Act, and both Buyer and Seller hereby expressly waive any right or provision of this Agreement that would otherwise preclude such exemption.

10. **Casualty Before Closing**. If the Property is damaged by fire, vandalism, act of terrorism or other casualty before Closing and the cost of restoration does not exceed three percent (3%) of the Total Purchase Price and repairs will not substantially delay Closing, Seller shall repair the damage and Closing shall proceed pursuant to the terms of this Agreement. If the cost of restoration exceeds three percent (3%) of the Total Purchase Price or the repairs would substantially delay Closing, Buyer shall have the option to: (1) terminate this Agreement and receive a refund of the Deposit made by Buyer to Seller, in which event both parties shall be released from all obligations under this Agreement, or (2) have Seller repair the damage as soon as reasonably possible, and Closing shall be extended until such repair or rebuilding is complete.

Notwithstanding the foregoing, if all or a portion of the Property is damaged by fire, vandalism, act of terrorism or other casualty or condition and the repair or reconstruction of the Property substantially in accordance with the plans and specifications is rendered impossible by any cause recognized by the law of the state in which the Property is located as a defense to a contract action for non-performance, then Seller shall have the right to terminate this Agreement and Buyer shall receive a refund of the Deposit made by Buyer to Seller in which event both parties shall be released from all obligations under this Agreement.

11. **Deed**. Seller shall convey title to Buyer at Closing by delivery to Buyer of a Special Warranty Deed (the "**Deed**") describing the Property, which Deed shall convey title to Buyer subject to all matters described in Sections 12.1, 17 and 18 of this Agreement. Any such matters omitted from the Deed shall nevertheless be deemed to be included in the Deed. Upon Closing, within the meaning of Florida Statutes § 95.11(3)(c): (1) Buyer shall have actual possession of the Property, (2) all Contracted Services to be performed under this Agreement by Seller shall be deemed completed and fully performed, and (3) this Agreement shall be deemed completed. Contracted Services shall not include any corrections of defects or deficiencies in the Home, punch list work, or warranty work.

12. **Closing and Title Matters**. Title to the Property to be delivered to Buyer at Closing will be marketable and insurable, subject only to the following matters:

12.1 Title to the Property shall be subject to the following: (1) zoning, building codes, bulkhead laws, ordinances, regulations, rights or interests vested in the United States of America or the state in which the Community is located; (2) real estate taxes and other taxes for the year of conveyance and subsequent years including taxes or assessments of any special taxing or community development district (including assessments relating to capital improvements and bonds); (3) the general printed exceptions contained in an owner's title insurance policy; (4) utility easements, sewer agreements, telephone agreements, cable agreements, telecommunications agreements, monitoring agreements, restrictions and reservations common to any plat affecting title to the Property; (5) matters that would be disclosed by an accurate survey or inspection of the Property; (6) the Documents; (7) any laws and restrictions, covenants, conditions, limitations, reservations, agreements or easements recorded in the public records for the County (for example, use limitations and obligations, easements (right-of-way) and agreements relating to telephone, gas or electric lines, water and sewer lines and drainage, provided they do not prevent use of the Property for single family residential purposes); (8) minor encroachments on easements that do not substantially interfere with an easement holder's interest in the Property; (9) acts done or suffered by Buyer and any mortgage or deed of trust obtained by Buyer for the purchase of the Property; and (10) any deed restrictions reflected in the Deed which specifically incorporate Chapter 558 of the Florida Statutes and the mediation, arbitration and litigation provisions set forth in this Agreement. It is Buyer's responsibility to review and become familiar with each of the foregoing title matters, some of which are covenants running with the land. If any title defects are discovered by Buyer after Closing, Buyer's sole remedy shall be to make a claim to Buyer's title insurer.

12.2 Seller shall provide an affidavit complying with the Foreign Investment in Real Property Tax Act of 1980, as amended, upon written request of Buyer.

12.3 Seller may not own title to the Property as of the date of this Agreement or at Closing. However, Seller shall obtain title to the Property on or before the Closing Date or effect the necessary transfer of title on or before the date when Seller causes title to be transferred to Buyer.

12.4 If Seller cannot provide marketable and insurable title as described above, such failure shall not be an event of default and Seller will have a reasonable period of time (at least one hundred twenty (120) days from the date of the scheduled Closing Date) to attempt to correct any defects in title; provided, however, Seller shall not be obligated to incur any expense, nor institute any litigation, to clear title to the Property. If Seller cannot or elects not to correct the title defects, Seller shall so notify Buyer within such period, and Buyer may thereafter elect (by written notice from Buyer to Seller) one of the following two (2) options: (1) to accept title in the condition offered (with defects) and pay the balance of the Total Purchase Price for the Property (without set off or deduction therefor), thereby waiving any claim with respect to such title defects and Buyer will not make any claims against Seller because of the title defects; or (2) to terminate this Agreement and receive a full refund of the Deposit deposited hereunder. If all such amounts are refunded, Buyer agrees to accept it as full payment of Seller's liability hereunder, whereupon this Agreement shall be terminated and Seller shall thereafter be relieved and released of all further liability hereunder. Buyer shall not thereafter have any rights to make any additional claims against Seller. In the event Buyer does not notify Seller in writing within five (5) calendar days from the receipt of Seller's notice (time being strictly of the essence) as to which option Buyer elects, Buyer shall be conclusively presumed to have elected option (1) set forth above in this subsection.

12.5 Title to the Property will be deemed marketable if an owner's policy is issued with standard exceptions.

12.6 The acceptance of the Deed by Buyer shall be deemed to be full performance and discharge of every agreement and

obligation on the part of Seller to be performed pursuant to this Agreement. UPON SELLER'S DELIVERY, AND BUYER'S ACCEPTANCE, OF THE DEED ON THE CLOSING DATE, ALL CONTRACTED SERVICES TO BE PERFORMED UNDER THIS AGREEMENT BY SELLER SHALL BE DEEMED COMPLETED AND FULLY PERFORMED, AND THIS AGREEMENT SHALL BE DEEMED COMPLETED, WITHIN THE MEANING OF FLORIDA STATUTES § 95.11(3)(c). CONTRACTED SERVICES SHALL NOT INCLUDE ANY CORRECTIONS OF DEFECTS OR DEFICIENCIES IN THE HOME, PUNCH LIST WORK, OR WARRANTY WORK.

13. **Closing Costs**. The respective responsibilities of Buyer and Seller for all costs, prorations and fees payable at Closing (the "**Closing Costs**") are shown in Rider B attached hereto.

14. **Site and Substitutions**. The materials, equipment and fixtures included in and to be used in constructing the Home will be substantially the same as or similar in quality to those described in the applicable plans and specifications (except as to extras, options and/or upgrades).

14.1 Changes to Plans and Specifications.

14.1.1 Industry Practice. It is widely observed construction industry practice for pre-construction plans and specifications for any home or building to be changed and adjusted from time to time in order to accommodate on-going site conditions and in the field construction factors. These changes and adjustments are essential in order to permit all components of the Home to be integrated into a well-functioning and aesthetically pleasing product in an expeditious manner. Based on the foregoing, Buyer acknowledges that such changes and adjustments may occur and agrees that it is reasonable and to Buyer's benefit to allow Seller the flexibility to make such changes and adjustments to the Home.

14.1.2 Seller's Absolute Right to Make Modifications to Plans and Specifications. Seller has the absolute right to make modifications to the plans and specifications for the Home. Without limiting the generality of the foregoing, Buyer specifically agrees that changes in the dimensions of rooms and patios, entrances and terraces, if applicable, and changes in room size, in the locations of windows, doors, walls, partitions, utility lead-ins and outlets (including, but not limited to, electrical, cable television, and telephone), air-conditioning components, lighting fixtures and electrical panel boxes may be made by Seller in its sole discretion, provided however that changes in the layout and dimensions of the Home shall not substantially affect the value of the Home. Such changes may also include, but are not limited to, changes in the building location, setbacks and facing, the building's external configuration, its structural components, its finishes and the landscaping associated therewith.

14.1.3 Buyer's Acceptance of Actual Floor Plan. Buyer further understands and acknowledges that many of the Homes to be constructed within the Community require floor plans which are opposite (i.e. flipped) mirror images of the model floor plan and Buyer fully understands and accepts the floor plan configuration for the Home and improvements to be constructed within the Home.

14.1.4 No Warranty for Plans and Specifications on File. Buyer further acknowledges and agrees that (1) the plans and specifications of the Home and the Community on file with the applicable governmental authorities may not be identical in detail to Seller's plans and specifications, and (2) because of the day-to-day nature of the changes described in this Section 14, the plans and specifications on file with the applicable governmental authorities may not include some or any of these changes (there being no legal requirement to file all changes with such authorities). As a result of the foregoing, Buyer and Seller both acknowledge and agree that the Home and the Community may not be constructed in accordance with the plans and specifications on file with the applicable governmental authorities. Without limiting the generality of the provisions of Rider B attached hereto, Seller disclaims and Buyer waives any and all express or implied warranties that construction will be accomplished in compliance with such plans and specifications. Seller has not given and Buyer has not relied on or bargained for any such warranties. In furtherance of the foregoing, in the event of any conflict between the actual construction of the Home and/or the Community, and that which is set forth on the plans and specifications, Buyer agrees that the actual construction shall prevail and to accept the Home and Community as actually constructed (in lieu of what is set forth on the plans and specifications).

14.2 Lot Change. In the event that Seller, in its sole discretion, determines that the Model of the Home selected under this Agreement cannot reasonably be built on the Homesite, then Buyer and Seller hereby agree that they will negotiate in good faith to relocate the Home to another lot in the Community, provided however that there are lots available for sale. If no replacement lot is available, then Buyer may terminate this Agreement and will be entitled to a refund of any paid Deposit.

14.3 Materials, Appliances, Decorative and Landscaping Items.

14.3.1 Buyer understands and agrees that certain of the finishing items, such as tile, marble, carpet, cabinets, stone, brickwork, wood, paint, stain and mica are subject to size and color variations, grain and quality variations, and may vary in accordance with price, availability and changes by manufacturers from those shown in the model, if any, or in illustrations or brochures or those included in the specifications. Furthermore, if circumstances arise that, in Seller's opinion, warrant changes of subcontractors, suppliers, manufacturers, brand names or items, Seller reserves the right to substitute equipment, materials, appliances, etc., which in Seller's opinion are considered to be of quality substantially similar or equal, or of better quality, subject to their availability. Buyer also understands that Seller has the right to substitute or change materials and/or stain colors utilized in wood decor, if any.

14.3.2 Lot grades, lot area, options, facades, shrubs, trees, trim, built-ins, wall treatments, window treatments, furniture, furnishings, fences, decks, locations of walks, driveways and other items in or about a model home area in the subdivision are for display purposes only and are not included in the Total Purchase Price unless otherwise expressly provided herein. Seller has the right to remove any existing trees on the Property or on the surrounding area for any reason. Buyer further understands and agrees that the following items (which may be seen in models or

shown in illustrations) will also not be included with the sale of the Home: wall coverings, paint colors, accent light fixtures, wall ornaments, drapes, blinds, bedspreads, furniture, furnishings, wet bars, monitoring systems, certain built-in fixtures, special floor coverings, wood trim, upgraded items and/or any other items of this nature which may be added or deleted from time to time. This list of items (which is not all-inclusive) is provided as an illustration of the type of items built-in or placed upon models or shown in illustrations strictly for purposes of decoration and example only.

14.4 Deed. By acceptance of the Deed, Buyer accepts all variations of the Home.

15. **Buyer's Default**. In the event of Buyer's default and to the extent allowed by law, Seller shall be entitled to terminate the Agreement and keep, as liquidated damages and not as a penalty, Buyer's Deposit not to exceed twenty percent (20%) of the Total Purchase Price, except that Seller may, in addition, keep, as liquidated damages and not as a penalty, any and all Advanced Payments made by Buyer to Seller for options, extras or upgrades for which Seller has made contractual commitments or incurred liability by placing orders or otherwise. Buyer agrees that actual damages in the event of breach by Buyer would be costly and difficult to calculate, and that such liquidated damages are a fair and reasonable remedy and shall not be considered a penalty.

16. **Seller's Default**. In the event of Seller's default and to the extent allowed by law, Buyer may recover actual damages but shall not be entitled to special, consequential or punitive damages. Notwithstanding the foregoing, Buyer retains all remedies at law and in equity with respect to Seller's obligation to complete the Home within two (2) years pursuant to Section 9 above.

17. **Mediation / Arbitration of Disputes**.

17.1 The parties to this Agreement specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "**Disputes**" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Agreement, the Property, the Community or any dealings between Buyer and Seller; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Seller or Seller's representative; (3) relating to personal injury or property damage alleged to have been sustained by Buyer, Buyer's children or other occupants of the Property, or in the Community; or (4) issues of formation, validity or enforceability of this Section. Buyer has executed this Agreement on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

17.2 Any and all mediations commenced by any of the parties to this Agreement shall be filed with and administered by the American Arbitration Association or any successor thereto ("**AAA**") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

17.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds $250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

17.4 The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. Buyer and Seller further agree (1) that any Dispute involving Seller's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Seller may, at its sole election, include Seller's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

17.5 To the fullest extent permitted by applicable law, Buyer and Seller agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Buyer and Seller further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

17.6 Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable

attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

17.7 Buyer may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

17.8 Seller supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

17.8.1 Notwithstanding the requirements of arbitration stated in Section 17.3 of this Agreement, Buyer shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

17.8.2 Any mediator and associated administrative fees incurred shall be shared equally by Seller and Buyer; however, Seller and Buyer each agree to pay for their own attorneys' fees and costs.

17.8.3 The fees for any claim pursued via arbitration shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

17.9 Notwithstanding the foregoing, if either Seller or Buyer seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

17.10 BUYER AND SELLER AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS SELLER FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION 17.4 ABOVE.

18. **Other Dispute Resolutions**. Notwithstanding the parties' obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Section 17, then the parties agree to the following provisions: **BUYER ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS AGREEMENT ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. BUYER AND SELLER AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. BUYER AND SELLER HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL. SELLER HEREBY SUGGESTS THAT BUYER CONTACT AN ATTORNEY OF BUYER'S CHOICE IF BUYER DOES NOT UNDERSTAND THE LEGAL CONSEQUENCES OF EXECUTING THIS AGREEMENT.**

19. **Deed Restriction**. The provisions of Sections 17 and 18 shall be: (i) subject to the survival provisions of Section 31, (ii) covenants running with the land comprising the Property, (iii) set forth as exceptions in the Deed, and (iv) binding upon Buyer and its successors and assigns in title upon Seller's conveyance of the Property to Buyer and recording of the Deed.

20. **Cooperating Broker and Seller's New Home Consultant**. Unless a Cooperating Broker Agreement indicating otherwise is attached hereto, Buyer represents to Seller that Buyer has not consulted, dealt or negotiated with a real estate broker, salesperson or agent other than Seller's sales personnel located at Seller's sales office. Buyer agrees that Seller is not responsible for the payment of a commission to a real estate broker, salesperson or agent ("Buyer Broker") other than Seller's sales personnel. Buyer will be in default if Buyer fails to close because Buyer is obligated to pay a Buyer Broker and does not have sufficient funds to do so. Buyer shall indemnify, defend and hold harmless Indemnified Parties from and against any and all Claims resulting from or arising out of any representation or breach of a representation or warranty set forth in this Section. In addition, Buyer acknowledges and understands that Seller's New Home Consultant ("NHC") and Internet New Home Consultant ("INHC") are agents of Seller, are acting solely for the Seller's interests, and are not acting in any representative capacity for Buyer. Buyer should not disclose any information to Seller's NHC and/or INHC that Buyer considers to be confidential or otherwise does not want disclosed to Seller.

21. **Construction Activities**. ALL OWNERS, OCCUPANTS AND USERS OF THE COMMUNITY ARE HEREBY PLACED ON NOTICE THAT (1) SELLER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES, AND/OR (2) ANY OTHER PARTIES, WILL BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE COMMUNITY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE COMMUNITY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (1) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (2) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY

PROPERTY WITHIN OR IN PROXIMITY TO THE AREA OF THE COMMUNITY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (3) TO THE EXTENT PERMITTED OR NOT PROHIBITED UNDER APPLICABLE LAW, SELLER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (4) ANY PURCHASE OR USE OF ANY PORTION OF THE COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (5) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO SELL, CONVEY, AND/OR ALLOW THE USE OF THE PROPERTY.

22. **Dangerous Condition; Construction Work**.

22.1 Buyer understands and agrees that the Property is a construction site and that the Property and the improvements, equipment and supplies thereon constitute a danger to those who may enter on the Property. Buyer shall not enter onto the Property prior to Closing unless authorized and accompanied by Seller's representative. Any unauthorized, unaccompanied entry by Buyer shall constitute a breach of this Agreement by Buyer, at Seller's election. Moreover, any entry by Buyer onto the Property prior to Closing shall be done at Buyer's own risk and in compliance with all federal, state and local safety laws and regulations. To the extent permitted or not prohibited by applicable law, Buyer waives, releases and shall indemnify, defend and hold harmless Indemnified Parties from and against any Claims made by Buyer, Buyer's family members or guests, as a direct or indirect result of any such unauthorized, unaccompanied entry onto the Property.

22.2 Buyer agrees that supervision and direction of the working forces, including, without limitation, all contractors and subcontractors, is to be done exclusively by Seller, and Buyer agrees not to issue any instructions to the working forces or otherwise hinder construction or installation of improvements on the Property. Buyer shall not do or have any work done on the Property, nor may Buyer store any possessions thereon, prior to Closing and transfer of title to the Property to Buyer.

22.3 Buyer agrees that any and all controversies, disputes and claims arising under this Section shall be resolved through mediation or binding arbitration in accordance with the terms of this Agreement.

23. **Natural Disasters**. Seller builds homes to the building code in effect at the time the building permit is applied for Buyer's Home. Building code requirements do not guarantee a home can or will withstand the impacts of a natural disaster; including but not limited to earthquake, forest fire, tornado, hurricane, flood, and avalanche. Seller cannot guarantee the home, its structure or features will not be impacted by a natural disaster. Buyer should review their applicable homeowner's and/or flood insurance policy(s) and consult their insurance professional for additional information. Buyer is urged to follow the advice and direction from local emergency management officials regarding a natural disaster.

Buyer understands and agrees to accept the risks and conditions of natural disasters and to assume all liabilities associated with them. By executing and delivering this Agreement and Closing, Buyer shall be deemed to have released Seller and Seller's affiliates, and their respective officers, directors, managers, members, shareholders, employees, and agents, from any and all liability or claims resulting from all matters disclosed or disclaimed in this Paragraph, including, without limitation, any liability for incidental or consequential damages which may result from, without limitation, inconvenience, displacement, property damage, personal injury and/or death to or suffered by Buyer or any of its family members, occupants, guests, tenants, invitees and/or pets and any other person or pet.

24. **Representation of Compliance with OFAC Regulations**. Buyer represents and warrants that Buyer is not barred from doing business with U.S. entities pursuant to the U.S. Department of Treasury's Office of Foreign Asset Control ("**OFAC**"), including OFAC's Specially-Designated-Nationals ("**SDN**") list and lists of known or suspected terrorist organizations. If Seller identifies or is informed that Buyer is a valid match for OFAC's SDN list, then this Agreement is void, and Seller shall cancel and revoke this Agreement immediately. In the event of cancellation or revocation of this Agreement under this provision, Seller shall immediately contact OFAC to report the transaction and to determine whether deposit money provided by Buyer, if any, should be returned or blocked, consistent with OFAC regulations.

25. **Agreement not to be Recorded**. Buyer covenants that Buyer shall not record this Agreement (or any memorandum thereof) in the Public Records of the County. Buyer agrees, if Buyer records this Agreement, to pay all of Seller's attorneys' fees, paraprofessional fees and expenses incurred in removing the cloud in title caused by such recordation. Seller's rights under this Section shall be in addition to Seller's remedies for Buyer's default provided elsewhere in this Agreement.

26. **Transfer, Assignment and Persons Bound**. Buyer agrees that Buyer will not, and does not have the right to, assign, sell or transfer Buyer's interest in this Agreement (whether voluntarily or by operation of law or otherwise) without Seller's prior written consent. If Buyer is a corporation, other business entity, trustee or nominee, a transfer of any material equity or beneficial or principal interest shall constitute an assignment of this Agreement. If Buyer attempts to assign this Agreement in violation of this Section, Seller can declare Buyer in default and Seller shall be entitled to all remedies available under this Agreement. Buyer agrees that Seller may withhold its consent with or without any reason or condition in any manner it chooses (if it gives it at all) and may charge Buyer a reasonable amount to cover administrative costs incurred in considering whether or not to grant consent. If Buyer dies or in any way loses legal control of his/her affairs, this Agreement will bind his/her heirs and legal representatives. If Buyer has received Seller's permission to assign or transfer this Agreement, then Buyer's approved assignees shall be bound by the terms of this Agreement. If more than one person signs this Agreement as Buyer, each such person shall be jointly and severally liable for full performance of all of Buyer's duties and obligations hereunder.

27. **Time of the Essence**. Buyer acknowledges that time is of the essence in connection with the transactions contemplated under this Agreement.

28. **Interpretation and Computation of Time**. The use of the masculine gender in this Agreement shall be deemed to refer to the feminine or neuter gender, and the singular shall include the plural, and vice versa, whenever the context so requires. This Agreement reflects the negotiated agreement of the parties. Each party acknowledges that they have been afforded the opportunity to seek competent legal counsel, and each has made an informed choice as to whether or not to be represented by legal counsel. Accordingly,

this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Any reference in this Agreement to the time periods of less than five (5) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays. Any reference in this Agreement to time periods of five (5) days or more shall, in computation thereof, include Saturdays, Sundays and legal holidays. If the last day of any such period is a Saturday, Sunday or legal holiday, the period shall be extended to 5:00 p.m. on the next full business day. The section headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which follow them.

29. **Notice**. Except as provided in the Closing Section of this Agreement with respect to notices of the scheduled Closing Date, any notice required or permitted to be given in connection with this Agreement shall be in writing and sent by United States certified mail with return receipt requested, overnight professional courier or electronic transmission (with confirmation and copy by (1) certified mail, if Buyer's address is within the United States or (2) overnight professional courier, if to a Buyer whose address is outside of the United States) to Buyer or Seller at the addresses on Page 2 of this Agreement (unless Seller has received written notice from Buyer of any change therein prior to the date such notice is given), and additionally to Seller by hand delivery at Seller's sales office. All notices shall only be effective upon receipt or refusal to accept receipt (by failure to accept delivery or otherwise).

30. **Waiver**. Seller's waiver of any of its rights or remedies shall not operate to waive any other of Seller's rights or remedies or to prevent Seller from enforcing the waived right or remedy in another instance.

31. **Survival**. Buyer and Seller specifically agree that notwithstanding anything to the contrary, the rights and obligations as set forth in all provisions and disclaimers in this Agreement shall survive (1) the Closing of the purchase of the Property; (2) the termination of this Agreement by either party; or (3) the default of this Agreement by either party, unless expressly stated otherwise. NOTWITHSTANDING THE FOREGOING, UPON CLOSING ALL CONTRACTED SERVICES TO BE PERFORMED UNDER THIS AGREEMENT BY SELLER SHALL BE DEEMED COMPLETED AND FULLY PERFORMED, AND THIS AGREEMENT SHALL BE DEEMED COMPLETED, WITHIN THE MEANING OF FLORIDA STATUTES § 95.11(3)(C). IN ADDITION, ALL PAYMENTS, INCLUDING, BUT NOT LIMITED TO, BUYER'S FINAL PAYMENT, TO SELLER FOR ALL CONTRACTED SERVICES ARE DUE ON OR BEFORE THE CLOSING DATE, AND CONTRACTED SERVICES SHALL NOT INCLUDE ANY CORRECTIONS OF DEFECTS OR DEFICIENCIES IN THE HOME, PUNCH LIST WORK, OR WARRANTY WORK.

32. **Incorporation and Severability**. The explanations and disclaimers set forth in the Documents are incorporated into this Agreement. In the event that any clause or provision of this Agreement shall be void or unenforceable, such clause or provision shall be deemed deleted so that the balance of this Agreement is enforceable.

33. **Governing Law**. Any disputes that develop under this Agreement or questions regarding the interpretation of this Agreement will be settled according to the law of the state where the Property is located to the extent federal law is not applicable.

34. **Entire Agreement**. BUYER CERTIFIES THAT BUYER HAS READ EVERY PROVISION OF THIS AGREEMENT, WHICH INCLUDES EACH RIDER AND ADDENDUM ATTACHED HERETO AND THAT THIS AGREEMENT, TOGETHER WITH EACH SUCH RIDER AND ADDENDUM, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER. PRIOR AGREEMENTS, REPRESENTATIONS, UNDERSTANDINGS, AND ORAL STATEMENTS NOT REFLECTED IN THIS AGREEMENT HAVE NO EFFECT AND ARE NOT BINDING ON SELLER. BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED ON ANY REPRESENTATIONS, NEWSPAPERS, RADIO OR TELEVISION ADVERTISEMENTS, WARRANTIES, STATEMENTS, OR ESTIMATES OF ANY NATURE WHATSOEVER, WHETHER WRITTEN OR ORAL, MADE BY SELLER, SALES PERSONS, AGENTS, OFFICERS, EMPLOYEES, COOPERATING BROKERS (IF ANY) OR OTHERWISE EXCEPT AS HEREIN SPECIFICALLY REPRESENTED. BUYER HAS BASED HIS/HER/THEIR DECISION TO PURCHASE THE PROPERTY ON PERSONAL INVESTIGATION, OBSERVATION AND THE DOCUMENTS.

35. **Modification**. This Agreement is the entire agreement for the sale and purchase of the Property and once it is signed by both Buyer and an authorized representative of Seller, it can only be amended by a written agreement signed by both Buyer and Seller.

36. **Additional Changes**. Notwithstanding Section 35 of this Agreement, Buyer agrees that it may be necessary (at any time and from time to time) after Buyer executes this Agreement for Seller, and/or the developer or declarant under the Documents, to change the terms and provisions of this Agreement and/or the Documents to comply with and conform to the rules and regulations (as same may exist and as same may be promulgated from time to time) of any governmental agency, subdivision or authority or court of competent jurisdiction and Buyer consents to all such changes. Notwithstanding Section 35 of this Agreement, Seller, and/or the developer or declarant under the Documents, shall have the right to amend all Documents for development or other purposes, and Buyer consents to all such amendments.

37. **Inducement**. Buyer acknowledges that the sole inducement to close on the purchase of the Property is the Property itself and not (1) the common facilities comprising part of the Community, if any, or (2) any expectation that the Property will increase in value.

38. **Reservation of Easement**. For the purpose of completing the construction and servicing of the Property and Community, Seller hereby reserves an easement of ingress and egress for itself and its successors and assigns, and each of their respective agents, employees, materialmen and subcontractors, over, under and upon the Property for a period of one (1) year after Closing. Seller shall provide reasonable notice to Buyer before exercising easement rights granted herein.

39. **Riders and Addenda**. This Agreement consists of 12 pages and the following Riders and Addenda, which are attached hereto and by this reference made a part of this Agreement.

Check ([X]) all that apply:

[X] Rider A (Florida)	[X] Disclosure Summary
[X] Rider B (Central Florida Division)	[ ] Community Development District Brochure
[X] Purchase Price and Payment Addendum	[X] Cooperating Broker Agreement
[X] Master Disclosure and Information Addendum	[ ] FHA/VA Addendum
[X] Affiliated Business Arrangement Disclosure Statement*	[ ] Out of State Non-Solicitation Addendum (Multi-State)
[X] Election Form Addendum	[ ] Out of State Non-Solicitation Addendum (New York)
[X] Insulation Addendum	[ ] Out of State Non-Solicitation Addendum (New Jersey)
[X] Indoor Environmental Quality Disclosure	[ ] Out of State Non-Solicitation Addendum (Puerto Rico)
[X] Addendum for Natural and Manmade Products	[ ] Approved Lender Addendum [OPTIONAL]
[ ] Sales Incentive Addendum	[X] Privacy Policy Notice Addendum
[ ] HUD Receipt for Property Report [OPTIONAL]	[X] Stucco/Cementitious Finish to Exterior Walls Disclosure
[X] Change Order Addendum/Amendment or Option Summary	[ ] N/A

*On 07/24/2025 Seller provided to Buyer an Affiliated Business Arrangement Disclosure Statement ("**ABAD**") that sets forth Seller's business relationships with affiliated settlement service providers, including but not limited to, Lennar Mortgage, LLC, Lennar Title Inc. Lennar Insurance Agency, LLC and their respective types of charges and range of charges; Buyer acknowledges and confirms receipt of the previously delivered ABAD on 07/24/2025.

40. **Offer to Purchase/Effective Date**. This Agreement, when executed by Buyer and delivered to Seller, together with the Initial Deposit specified hereunder, shall constitute an offer by Buyer to purchase the Property in accordance with the terms and conditions provided herein, and shall not be binding upon Seller until such time as an authorized representative of Seller has executed this Agreement. The date of such acceptance is the "**Effective Date**" of this Agreement. In the event Buyer's offer is not accepted by Seller, all paid Deposits made by Buyer to Seller to date shall be returned to Buyer, and Buyer's offer shall be deemed withdrawn.

41. **Counterparts and Signatures**. This Agreement may be executed in any number of counterparts, a complete set of which shall be deemed to be an original and a complete set of which shall comprise but a single instrument. Signatures may be given via electronic transmission and shall be deemed given as of the date and time of the transmission of this Agreement to the other party.

42. **DISTRICT**. Pursuant to Section 190.048 of Florida Statutes, Seller provides the following notice. **THE Westside Haines City Community Development District COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN addition TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

THE INITIAL DEPOSIT HAS BEEN RECEIVED BY SELLER SUBJECT TO CLEARANCE.

SELLER: LENNAR HOMES, LLC

Signed by: Vitor Viveiros 1CE511971E0F4...

New Home Consultant

Vitor Viveiros

Date: 11/21/2025

THIS AGREEMENT IS NOT BINDING ON SELLER UNTIL ACCEPTED BELOW BY AN AUTHORIZED REPRESENTATIVE OF SELLER.

SELLER:
LENNAR HOMES, LLC
a Authorized Agent

Signed by: Vitor Viveiros 1CE511971E0F4...

By

Title: Authorized Representative

Vitor Viveiros

Date Signed by Seller: 11/21/2025

Assinado por: Yglesio Luciano Moyses Silva De Souza 31AD751684404C3...

Buyer - Yglesio Luciano Moyses Silva De Souza

Date 11/20/2025

Buyer -

Date

Buyer -

Date

Buyer -

Date

Docusign Envelope ID: 86F68592-2E8B-4101-911E-3A033EE79B35

Info@floridafuntourism.com
+1 (407) 473-3090
floridafuntourism.com

This agreement is between Florida Fun Tourism (*hereafter termed as the Manager*), and based 7828 West Irlo Bronson Highway, Kissimmee - FL 34747 and MYG PROPERTIES REAL ESTATE INVESTMENTS LLC (*hereafter termed as Owner*), represented by Yglesio Luciano Moyses Silva de Souza, whose current address 2340 Salty Winds Way, Kissimmee, FL 34747 who agrees to enter into this contract for the management and rental of a Vacation Home located **2340 Salty Winds Way, Kissimmee, FL 34747.**

And jointly agrees to the following:

1. The Manager shall use his best endeavors to procure short-term rentals for the vacation home listed above and for the benefit of the owner. The Manager will list the property on its Web Site and other associated sites, where prudent trading agreements will be established between Florida Fun Tourism and other trading associates in the U.S. and worldwide;
2. The Web Site will be promoted through other recognized forms of advertising in other sectors of the Tourism Industry;
3. The manager will manage all rental bookings generated by his own advertising media;
4. The Manager will pay monthly expenses related to the consumption of Electricity, Water and Sewage, Internet service provider and cable TV, Gas Company and HOA monthly, from funds provided by the owner, either from rental income or own resources. Manager may also provide the option to register the Homeowner's bank account, credit or debit card into the autopay system for the billing.
5. The owner is responsible for other property-related expenses, such as the Florida State Taxes, mortgage installments, and insurance.
6. The Property Manager shall be solely responsible for the collection and payment of all applicable Florida State Sales Tax, Tourist Development Tax, and for obtaining and maintaining the necessary short-term rental license(s) required for the property. While the taxes will be collected from the guest at the time of booking, the homeowner agrees to cover the costs associated with obtaining and issuing the required licenses, as well as the creation of any necessary accounts for tax reporting purposes. The Property Manager shall ensure that all required taxes are properly remitted to the appropriate authorities in compliance with Florida state and local regulations.
7. The Management Team will carry out all maintenance when necessary; and send the cost estimate for the owner's prior approval.
8. The Property Manager shall provide the homeowner with an online statement by the 6th business day of each month, detailing all income and expenses related to the property for the preceding month. This statement will include a breakdown of all financial transactions, including rental income, fees, taxes, and any other expenses incurred.

   The Property Manager will also remit payment to the homeowner for any net income due, by the same 6th business day of each month. However, the homeowner acknowledges that the payment may take longer to be received, depending on the processing times and policies of the homeowner's bank, over which the Property Manager has no control. The Property Manager

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will not be held liable for any delays resulting from the homeowner's bank or financial institution.

9. The Manager will have the Copyrights for all videos and pictures of all professional pictures taken of the property.

10. The manager has access to all of the homeowner's HOA information. Including but not limited to account number, balances, ledgers, payment information and any other information necessary to access the HOA website and complete the payment.

The Manager will always be obliged and will have the right to offer the Vacation Home for rent during the term of this contract, UNLESS PRE-BOOKED BY THE OWNER. From the total rental income received, including any extras and after deducting all possible expenses (accounts described in item 4), the balance will be credited to the Owners' account informed by the Owners. In the case of the owner making reservations on his own account, he or she must pay only the administrative fees and provide the details for payment of possible expenses (account described in item 4).

Termination

a) Either party may terminate this agreement upon 30 days of written notice for any reason whatsoever. Should the Owner terminate this agreement, the Owner must honor any and all previous and existing obligations or commitments for this Vacation Home at the time of termination. The Owner failure to honor their commitments shall result in the Owner being responsible for any maintenance costs, rental loss, service fees and new rental payments which may arise. All bookings procured by the Management Company shall revert to the Management Company.

Should the Owner sell the Vacation Home, all existing bookings procured by the company shall revert to the company, unless the new Owners appoint Florida Fun Tourism as managers. The Owner shall notify the Company of the impending sale of the Vacation Home while the Vacation Home is offered for sale on the open market. The same period of 30 days of notice is in force.

b) The Management Company may cancel this contract with a 30 day notice if the Owner does not honor its obligations relating to the Vacation Home as set forth under this agreement. Under this circumstance, the Management Company will distribute the amounts owed to it and other third parties relating to the property and, within a reasonable time, provide the owner with any remaining amount in the owner's property account and a summary of the distributions.

c) Upon the termination of this contract, any outstanding balances owed by either the homeowner or the property manager must be settled in full within thirty (30) days. Failure to remit payment within the specified time frame will result in the initiation of legal action to recover any unpaid amounts. Both parties

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acknowledge that timely settlement of open balances is essential to avoid escalation of the matter through legal channels.

Miscellaneous provisions

1. There are no other representations, promises, incentives or agreements between the parties that are not within this agreement.
2. If the dispute arises as a result of this agreement, then the venue will be Osceola County, Florida, USA, regardless of where this agreement is signed.
3. The current party may recover your attorney's fees, including fees at trial and appeal levels and all costs including but not limited to copying long distant costs, witness fees and travel costs.
4. The Management Company failure to enforce any provision in this agreement shall not constitute a waiver or estoppels by the company.
5. If any terms of the provisions of this agreement are deemed unenforceable, the agreement itself will remain valid and binding on both parties.
6. This agreement is not assignable by the Owner.

Cleaning fees (payment made by the guest);

03 Bedroom Homes $175.00	07 Bedroom Homes $299.00	12 Bedroom Homes $459.00
04 Bedroom Homes $175.00	08 Bedroom Homes $339.00	13 Bedroom Homes $499.00
05 Bedroom Homes $230.00	09 Bedroom Homes $399.00	14 Bedroom Homes $549.00
06 Bedroom Homes $270.00	10 Bedroom Homes $420.00	15 Bedroom Homes $599.00

Our monthly management charges:

Administration fee is $00.00 monthly (Includes administrative services, basic preventive maintenance (batteries, lamps), cleaning of the external area with each guest change and automation of the house (online control of the lock and thermostat).

Management and Rental Vacation Home Fee (From the total rental income received and including any extras, the Manager will deduct 15% commission)

Monthly pool cleaning values:

(The balance of the chemicals and the cleaning of the pool will be done with each guest change and filters cleaned regularly).

Up to 5 Bedrooms: $100.00

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06 to 09 Rooms: $120.00
10 to 15 Rooms: $140.00

Pest Control $45 monthly

These are our main monthly fees, but other eventual costs may occur. The owner will always receive budget for approval provided when any further cost is necessary.

We will provide a property cleaning service (extra fee paid by the guest) after each guest leaves the Vacation Home. This includes laundering of bed linen, towels and a thorough clean of the Vacation Home. Special attention will be made to the sanitization of all bathrooms. A complete check of the property will be made, carried out by a company inspector to check any possible damage. If damage is found the Manager shall contact the platform and/or guest for the reimbursement for the damage. The homeowner will not be liable for damages caused by the guest **UNLESS** if the damage was caused by the homeowner or their private guests. The Property Manager is not liable for damages caused by wear and tear of the home.

All our properties will have a Touch Pad entry door lock, to facilitate the access of the guest in the house and favor the safety and control of the flow of people in the house. In addition to the Touch Pad lock, the house must have a lock box containing a copy of the physical key for emergency cases where touchpad access is not possible. If the property does not already have these types of devices installed, it is the owner's responsibility to pay for them.

Homeowner Benefits

Deep cleaning performed at the property will not generate any cost to the homeowner.

Homeowner shall not have any expenses due to bedsheets and towels.

Carpet and upholstery cleaning performed by a professional licensed company without any additional cost to the homeowner.

Basic maintenance to the property such as common light bulb replacements, controller batteries, unclogging of sinks and toilets, and other basic maintenance will not generate any cost to the homeowner.

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TO ALL PERSONS, be it known that I, MYG PROPERTIES REAL ESTATE INVESTMENTS LLC (*hereafter termed as Owner*), represented by Yglesio Luciano Moyses Silva de Souza, Property Address: **2340 Salty Winds Way, Kissimmee, FL 34747.**

As Grantor, do herby make and grant a limited specific power of attorney to *Jediael Pereira da Silva Junior of Florida Fun Tourism* and appoint and constitute said individual as my attorney- in-fact starting today.

My named attorney-in-fact shall have full power and authority to undertake, commit and perform only the following acts on my behalf to the same extent as if I had done so personally, all with full power of substitution and revocation in the presence:

1.To speak to Utility Companies Regarding my Property

2.To pay State and Local Taxes on all Bookings place by Florida Fun Tourism;

3.To enter and permit third parties (with their permission) to enter the above property.

The authority granted shall include such incidental acts as is reasonably required or necessary to carry out and perform the specific authorities and duties stated or contemplated herein.

My attorney-in-fact agrees to accept this appointment subject to its term and agrees to act and perform in said fiduciary capacity consistent with my best interest as he in his discretion deems advisable, and I thereupon ratify all acts so carried out.

I agree to reimburse my attorney-in-fact all reasonable costs and expenses incurred in the fulfillment of the duties and responsibilities enumerated herein.

Special durable provisions:

This power of attorney shall constitute in full force and effect until revoked by subsequent writing.

Other terms, signed in the presence of

Assinado por:
Yglesio Luciano Moyses Silva de Souza _____ Grantor (owner) 5/19/2025 Date
DocuSigned by: 2B33C153BBC04C6...

Jediael Silva Junior _____ Attorney-in-fact 5/6/2025 Date
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Docusign Envelope ID: FCEF4BBF-41B8-44FA-9E94-B6889E91D104

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This agreement is between Florida Fun Tourism (*hereafter termed as the Manager*), and based 7828 West Irlo Bronson Highway, Kissimmee - FL 34747 and Yglesio Luciano Moyses Silva de Souza (hereafter termed as Owner), represented by **MYG PROPERTIES REAL ESTATE INVESTMENTS LLC**., whose current address is 15874 Cape Coral Loop, Clermont, FL, 34714, who agrees to enter into this contract for the management and rental of a Vacation Home located at **15874 Cape Coral Loop, Clermont, FL, 34714.**

And jointly agrees to the following:

1. The Manager shall use his best endeavors to procure short-term rentals for the vacation home listed above and for the benefit of the owner. The Manager will list the property on its Web Site and other associated sites, where prudent trading agreements will be established between Florida Fun Tourism and other trading associates in the U.S. and worldwide;
2. The Web Site will be promoted through other recognized forms of advertising in other sectors of the Tourism Industry;
3. The manager will manage all rental bookings generated by his own advertising media;
4. The Manager will pay monthly expenses related to the consumption of Electricity, Water and Sewage, Internet service provider and cable TV, Gas Company and HOA monthly, from funds provided by the owner, either from rental income or own resources. Manager may also provide the option to register the Homeowner's bank account, credit or debit card into the autopay system for the billing.
5. The owner is responsible for other property-related expenses, such as the Florida State Taxes, mortgage installments, and insurance.
6. The Property Manager shall be solely responsible for the collection and payment of all applicable Florida State Sales Tax, Tourist Development Tax, and for obtaining and maintaining the necessary short-term rental license(s) required for the property. While the taxes will be collected from the guest at the time of booking, the homeowner agrees to cover the costs associated with obtaining and issuing the required licenses, as well as the creation of any necessary accounts for tax reporting purposes. The Property Manager shall ensure that all required taxes are properly remitted to the appropriate authorities in compliance with Florida state and local regulations.
7. The Management Team will carry out all maintenance when necessary; and send the cost estimate for the owner's prior approval.
8. The Property Manager shall provide the homeowner with an online statement by the 6th business day of each month, detailing all income and expenses related to the property for the preceding month. This statement will include a breakdown of all financial transactions, including rental income, fees, taxes, and any other expenses incurred.

   The Property Manager will also remit payment to the homeowner for any net income due, by the same 6th business day of each month. However, the homeowner acknowledges that the payment may take longer to be received, depending on the processing times and policies of the homeowner's bank, over which the Property Manager has no control. The Property Manager

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will not be held liable for any delays resulting from the homeowner's bank or financial institution.

9. The Manager will have the Copyrights for all videos and pictures of all professional pictures taken of the property.

10. The manager has access to all of the homeowner's HOA information. Including but not limited to account number, balances, ledgers, payment information and any other information necessary to access the HOA website and complete the payment.

The Manager will always be obliged and will have the right to offer the Vacation Home for rent during the term of this contract, UNLESS PRE-BOOKED BY THE OWNER. From the total rental income received, including any extras and after deducting all possible expenses (accounts described in item 4), the balance will be credited to the Owners' account informed by the Owners. In the case of the owner making reservations on his own account, he or she must pay only the administrative fees and provide the details for payment of possible expenses (account described in item 4).

Termination

a) Either party may terminate this agreement upon 30 days of written notice for any reason whatsoever. Should the Owner terminate this agreement, the Owner must honor any and all previous and existing obligations or commitments for this Vacation Home at the time of termination. The Owner failure to honor their commitments shall result in the Owner being responsible for any maintenance costs, rental loss, service fees and new rental payments which may arise. All bookings procured by the Management Company shall revert to the Management Company.

Should the Owner sell the Vacation Home, all existing bookings procured by the company shall revert to the company, unless the new Owners appoint Florida Fun Tourism as managers. The Owner shall notify the Company of the impending sale of the Vacation Home while the Vacation Home is offered for sale on the open market. The same period of 30 days of notice is in force.

b) The Management Company may cancel this contract with a 30 day notice if the Owner does not honor its obligations relating to the Vacation Home as set forth under this agreement. Under this circumstance, the Management Company will distribute the amounts owed to it and other third parties relating to the property and, within a reasonable time, provide the owner with any remaining amount in the owner's property account and a summary of the distributions.

c) Upon the termination of this contract, any outstanding balances owed by either the homeowner or the property manager must be settled in full within thirty (30) days. Failure to remit payment within the specified time frame will result in the initiation of legal action to recover any unpaid amounts. Both parties

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2. If the dispute arises as a result of this agreement, then the venue will be Osceola County, Florida, USA, regardless of where this agreement is signed.
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5. If any terms of the provisions of this agreement are deemed unenforceable, the agreement itself will remain valid and binding on both parties.
6. This agreement is not assignable by the Owner.

Cleaning fees (payment made by the guest);

03 Bedroom Homes $175.00	07 Bedroom Homes $299.00	12 Bedroom Homes $459.00
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Our monthly management charges:

Administration fee is $00.00 monthly (Includes administrative services, basic preventive maintenance (batteries, lamps), cleaning of the external area with each guest change and automation of the house (online control of the lock and thermostat).

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Monthly pool cleaning values:

(The balance of the chemicals and the cleaning of the pool will be done with each guest change and filters cleaned regularly).

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Up to 5 Bedrooms: $100.00

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10 to 15 Rooms: $140.00

Pest Control $45 monthly

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All our properties will have a Touch Pad entry door lock, to facilitate the access of the guest in the house and favor the safety and control of the flow of people in the house. In addition to the Touch Pad lock, the house must have a lock box containing a copy of the physical key for emergency cases where touchpad access is not possible. If the property does not already have these types of devices installed, it is the owner's responsibility to pay for them.

Homeowner Benefits

Deep cleaning performed at the property will not generate any cost to the homeowner.

Homeowner shall not have any expenses due to bedsheets and towels.

Carpet and upholstery cleaning performed by a professional licensed company without any additional cost to the homeowner.

Basic maintenance to the property such as common light bulb replacements, controller batteries, unclogging of sinks and toilets, and other basic maintenance will not generate any cost to the homeowner.

DS YLMSDS

TO ALL PERSONS, be it known that I, and Yglesio Luciano Moyses Silva de Souza (hereafter termed as Owner), represented by **MYG PROPERTIES REAL ESTATE INVESTMENTS LLC**.., Property Address: **15874 Cape Coral Loop, Clermont, FL, 34714**

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As Grantor, do herby make and grant a limited specific power of attorney to *Jediael Pereira da Silva Junior of Florida Fun Tourism* and appoint and constitute said individual as my attorney- in-fact starting today.

My named attorney-in-fact shall have full power and authority to undertake, commit and perform only the following acts on my behalf to the same extent as if I had done so personally, all with full power of substitution and revocation in the presence:

1.To speak to Utility Companies Regarding my Property

2.To pay State and Local Taxes on all Bookings place by Florida Fun Tourism;

3.To enter and permit third parties (with their permission) to enter the above property.

The authority granted shall include such incidental acts as is reasonably required or necessary to carry out and perform the specific authorities and duties stated or contemplated herein.

My attorney-in-fact agrees to accept this appointment subject to its term and agrees to act and perform in said fiduciary capacity consistent with my best interest as he in his discretion deems advisable, and I thereupon ratify all acts so carried out.

I agree to reimburse my attorney-in-fact all reasonable costs and expenses incurred in the fulfillment of the duties and responsibilities enumerated herein.

Special durable provisions:

This power of attorney shall constitute in full force and effect until revoked by subsequent writing.

Other terms, signed in the presence of

DocuSigned by:
YGUESIO LUCIANO MOYSES SILVA DE SOUZA
7F85FC9DC33B4CA...
Grantor (owner) 8/29/2025 Date

DocuSigned by:
Jediael Silva Junior
FB255CD8197141C...
Attorney-in-fact 8/29/2025 Date

Docusign Envelope ID: 6B278BD9-2741-4CE2-8B15-9CFA2491AF45

Info@floridafuntourism.com
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This agreement is between Florida Fun Tourism (*hereafter termed as the Manager*), and based 7828 West Irlo Bronson Highway, Kissimmee - FL 34747 and MYG PROPERTIES REAL ESTATE INVESTMENTS LLC (hereafter termed as Owner), represented by **Yglesio Luciano Moyses Silva de Souza**, whose current address 2368 Distant Sun Trl, Kissimmee, FL 34747, who agrees to enter into this contract for the management and rental of a Vacation Home located **2368 Distant Sun Trl, Kissimmee, FL 34747.**

And jointly agrees to the following:

1. The Manager shall use his best endeavors to procure short-term rentals for the vacation home listed above and for the benefit of the owner. The Manager will list the property on its Web Site and other associated sites, where prudent trading agreements will be established between Florida Fun Tourism and other trading associates in the U.S. and worldwide;
2. The Web Site will be promoted through other recognized forms of advertising in other sectors of the Tourism Industry;
3. The manager will manage all rental bookings generated by his own advertising media;
4. The Manager will pay monthly expenses related to the consumption of Electricity, Water and Sewage, Internet service provider and cable TV, Gas Company and HOA monthly, from funds provided by the owner, either from rental income or own resources. Manager may also provide the option to register the Homeowner's bank account, credit or debit card into the autopay system for the billing.
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7. The Management Team will carry out all maintenance when necessary; and send the cost estimate for the owner's prior approval.
8. The Property Manager shall provide the homeowner with an online statement by the 6th business day of each month, detailing all income and expenses related to the property for the preceding month. This statement will include a breakdown of all financial transactions, including rental income, fees, taxes, and any other expenses incurred.

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(The balance of the chemicals and the cleaning of the pool will be done with each guest change and filters cleaned regularly).

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TO ALL PERSONS, be it known that I, MYG PROPERTIES REAL ESTATE INVESTMENTS LLC (hereafter termed as Owner), represented by **Yglesio Luciano Moyses Silva de Souza,** Property Address: **2368 Distant Sun Trl, Kissimmee, FL 34747.**

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As Grantor, do herby make and grant a limited specific power of attorney to *Jediael Pereira da Silva Junior of Florida Fun Tourism* and appoint and constitute said individual as my attorney- in-fact starting today.

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My attorney-in-fact agrees to accept this appointment subject to its term and agrees to act and perform in said fiduciary capacity consistent with my best interest as he in his discretion deems advisable, and I thereupon ratify all acts so carried out.

I agree to reimburse my attorney-in-fact all reasonable costs and expenses incurred in the fulfillment of the duties and responsibilities enumerated herein.

Special durable provisions:

This power of attorney shall constitute in full force and effect until revoked by subsequent writing.

Other terms, signed in the presence of

Assinado por: _____ Grantor (owner) 9/15/2025 Date
CB33C153BBC04C8...

DocuSigned by: _____ Attorney-in-fact 9/15/2025 Date
Jediael Silva Junior
FB255CD8107141C...

Authentisign ID: 4489B037-2B8B-F011-B484-00224822F75A

Nonlawyer Disclosure

Instructions to Licensee: Before you begin to complete the next form, you must give this nonlawyer disclosure to the landlord or tenant for whom you are filling in the blanks. (If you are filling in the blanks for both landlord and tenant, complete two nonlawyer disclosures and give one to each.)

1. Insert your name in the first 5 blank "*Name*" spaces and **sign** below.
2. Have the landlord or tenant whom you are assisting complete the provision regarding her/his ability to read English, and have her/him **sign** below.
3. Give this completed disclosure to the landlord or tenant, as appropriate. Keep a copy of this completed disclosure and all forms you give to the landlord or tenant in your files for at least 6 years.

Cristiano Almeida (*Name*) told me that he/she is a nonlawyer and may not give legal advice, cannot tell me what my rights or remedies are, cannot tell me how to testify in court, and cannot represent me in court.

Rule 10-2.1(b) of the Rules Regulating The Florida Bar defines a paralegal as a person who works under the supervision of a member of The Florida Bar, an out-of-state lawyer engaged in the authorized practice of law in Florida, or a foreign lawyer engaged in the authorized practice of law in Florida, and who performs specifically delegated substantive legal work for which the supervising lawyer is responsible. Only persons who meet the definition may call themselves paralegals. Cristiano Almeida (*Name*) informed me that he/she is not a paralegal as defined by the rule and cannot call himself/herself a paralegal.

Cristiano Almeida (*Name*) told me that he/she may only type the factual information provided by me in writing into the blanks on the form. Except for typing, Cristiano Almeida (*Name*) may not tell me what to put in the form and may not complete the form for me. However, if using a form approved by the Supreme Court of Florida, Cristiano Almeida (*Name*) may ask me factual questions to fill in the blanks on the form and may also tell me how to file the form.

Landlord or Tenant:

__✘__ I can read English.

_____ I cannot read English but this notice was read to me by _____ (*Name*)

in _____ (*Language*) which I understand.

Authentisign
Landlord or Tenant signature

Authentisign Cristiano Almeida
Licensee signature

Authentisign FERNANDO LIZARAZO LONDOÑO Authentisign LUZ MARINA AGUDELO OLIVEROS
Landlord or Tenant signature

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Authentisign ID: 4489B037-2B8B-F011-B484-00224822F75A

Residential Lease for Single Family Home or Duplex (FOR A TERM NOT TO EXCEED ONE YEAR)

FloridaRealtors®

A BOX (☐) OR A BLANK SPACE (____) INDICATES A PROVISION WHERE A CHOICE OR DECISION MUST BE MADE BY THE PARTIES.

THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS. MANY RIGHTS AND RESPONSIBILITIES OF THE PARTIES ARE GOVERNED BY CHAPTER 83, PART II, RESIDENTIAL LANDLORD AND TENANT ACT, FLORIDA STATUTES. A COPY OF THE RESIDENTIAL LANDLORD AND TENANT ACT IS ATTACHED TO THIS LEASE.

1. PARTIES. This is a lease (the "Lease") between MY RENTALS AND MANAGEMENT LLC (name and address of owner of the property) ("Landlord") and FERNANDO LIZARAZO LONDONO LUZ MARINA AGUDELO OLIVEROS (name(s) of person(s) to whom the property is leased) FERNANDO LIZARAZO LONDONO ("Tenant").

Landlord's E-mail Address: Yglesio@yahoo.com

Landlord's Telephone Number: +55 98 99110-1412

Tenant's E-mail Address: fernando060308@hotmail.com

Tenant's Telephone Number: (509)222-4838

2. PROPERTY RENTED. Landlord leases to Tenant the land and buildings located at 5677 Liveliness Alley (street address) Clermont, Florida 34714 (zip code)

together with the following furniture and appliances [List all furniture and appliances. If none, write "none."] (In the Lease, the property leased, including furniture and appliances, if any, is called the "Premises"):

Oven,range,cooktop, microwave, blinds, dishwasher, washer, dryer and refrigerator.

The Premises shall be occupied only by the Tenant and the following persons:
FERNANDO LIZARAZO LONDONO
LUZ MARINA AGUDELO OLIVEROS

3. TERM. This is a lease for a term, not to exceed twelve months, beginning on 9/15/2025 (month, day, year) and ending 9/15/2026 (month, day, year) (the "Lease Term").

4. RENT PAYMENTS, TAXES AND CHARGES. Tenant shall pay total rent in the amount of $30,000.00 (excluding taxes) for the Lease Term. The rent shall be payable by Tenant in advance in installments or in full as provided in the options below:

☒ in installments. If in installments, rent shall be payable

☒ monthly, on the 1st day of each month (if left blank, on the first day of each month) in the amount of $2,500.00 per installment.

OR

☐ weekly, on the _____ day of each week (If left blank, on Monday of each week.) in the amount of $_____ per installment.

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☐ in full on _____ in the amount of $_____.
(date)

Tenant shall also be obligated to pay taxes on the rent when applicable in the amount of $_____ ☐ with each rent installment

☐ with the rent for the full term of the Lease. Landlord will notify Tenant if the amount of the tax changes.

Payment Summary

☒ **If rent is paid in installments, the total payment per installment including taxes shall be in the amount of $ 2,500.00 .**

☐ **If rent is paid in full, the total payment including taxes shall be in the amount of $_____.**

All rent payments shall be payable to MY RENTALS AND MANAGEMENT LLC at
(name)
WIRE. (If left blank, to Landlord at Landlord's address.)
(address)

☐ If the tenancy starts on a day other than the first day of the month or week as designated above, the rent shall be prorated from

_____ through _____ in the amount of $_____ and shall be due
(date) (date)

on _____. (If rent paid monthly, prorate on a 30-day month.)
(date)

Tenant shall make rent payments required under the Lease by (choose all applicable) ☐ cash, ☐ personal check, ☐money order, ☐ cashier's check, or ☐ other _____ (specify). If payment is accepted by any means other than cash, payment is not considered made until the other instrument is collected.

If Tenant makes a rent payment with a worthless check, Landlord can require Tenant ☐ to pay all future payments by ☐ money order, cashier's check, or official bank check or ☐ cash or other (specify) _____, and ☐ to pay bad check fees in the amount of $_____ (not to exceed the amount prescribed by Section 68.065, Florida Statutes).

5. MONEY DUE PRIOR TO OCCUPANCY. Tenant shall pay the sum of $ 6,210.00 in accordance with this paragraph prior to occupying the Premises. Tenant shall not be entitled to move in or to keys to the Premises until all money due prior to occupancy has been paid. If no date is specified below, then funds shall be due prior to Tenant occupancy. Any funds designated in this paragraph due after occupancy, shall be paid accordingly. Any funds due under this paragraph shall be payable to Landlord at Landlord's address or

to MY RENTALS AND MANAGEMENT LLC
(name)

at _____.
(address)

First ☒ month's ☐ week's rent plus applicable taxes	$ 1,250.00	due	9/5/2025
Prorated rent plus applicable taxes	$	due	
Advance rent for ☒ month ☐ week of _____ plus applicable taxes	$ 2,500.00	due	9/5/2025
Last ☐ month's ☐ week's rent plus applicable taxes	$	due	
Security deposit	$ 2,460.00	due	9/5/2025
Additional security deposit	$	due	
Security deposit for homeowners' association	$	due	

Landlord ( ) ( ) and Tenant (FL) (LM) acknowledge receipt of a copy of this page which is Page 2 of 20

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Pet Deposit	$ _____	due	_____
Other_____	$ _____	due	_____
Other_____	$ _____	due	_____

6. LATE FEES. (Complete if applicable) In addition to rent, Tenant shall pay a late charge in the amount of $ **200.00** (If left blank, 4% of the rent payment) for each rent payment made **4** days after the day it is due (if left blank, 5 days if rent is paid monthly, 1 day if rent is paid weekly).

7. PETS AND SMOKING. Unless this box ☐ is checked or a pet deposit is paid, Tenant may not keep pets or animals on the Premises. If Tenant may keep pets, the pets described in this paragraph are permitted on the Premises.

NO PETS

(Specify number of pets, type(s), breed, maximum adult weight of pets.)

Unless this box ☐ is checked, no smoking is permitted in the Premises.

8. NOTICES.

_____ is Landlord's Agent. All notices must be sent to

☒ Landlord **MY RENTALS AND MANAGEMENT LLC** at **Yglesio@yahoo.com**

☐ Landlord's Agent _____ at _____

unless Landlord gives Tenant written notice of a change. All notices of such names and addresses or changes thereto shall be delivered to the Tenant's residence or, if specified in writing by the Tenant, to any other address. All notices to the Landlord or the Landlord's Agent (whichever is specified above) shall be given by U.S. mail or by hand delivery.

Any notice to Tenant shall be given by U.S. mail or delivered to Tenant at the Premises. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at Premises.

9. UTILITIES. Tenant shall pay for all utilities services during the Lease Term and connection charges and deposits for activating existing utility connections to the Premises except for _____, that Landlord agrees to provide at Landlord's expense (If blank, then "NONE").

10. MAINTENANCE. Landlord shall be responsible for compliance with Section 83.51, Florida Statutes, and shall be responsible for maintenance and repair of the Premises, unless otherwise stated below: (Fill in each blank space with "Landlord" for Landlord or "Tenant" for Tenant, if left blank, Landlord will be responsible for the item):

Landlord	Tenant		Landlord	Tenant		Landlord	Tenant		Landlord	Tenant	
☒	☐	roofs	☒	☐	windows	☐	☐	screens	☐	☐	steps
☒	☐	doors	☒	☐	floors	☐	☐	porches	☐	☐	exterior walls
☒	☐	foundations	☒	☐	plumbing	☐	☐	structural components			
☒	☐	heating	☒	☐	hot water	☐	☐	running water	☐	☐	locks and keys
☒	☐	electrical system				☐	☐	cooling	☐	☐	smoke detection devices

☐	☒	garbage removal/ outside receptacles				
☒	☐	extermination of rats, mice, roaches, ants and bedbugs				
☒	☐	extermination of wood-destroying organisms				
☒	☐	lawn /shrubbery	☒	☐	pool/spa/hot tub	
☒	☐	water treatment	☐	☒	filters (specify)	**Change AC filters every 45 Days and add vinegar to AC.**
☒	☐	ceilings	☒	☐	interior walls	
☐	☒	Other (specify)	**(Any maintenance under $200)Tenants have to maintain the property to keep in the perfect conditions.**			

Tenant shall notify **MY RENTALS AND MANAGEMENT LLC** (name) at **Yglesio@yahoo.com** (address)

(if left blank, Landlord at Landlord's address) and _____ (telephone number) of maintenance and repair requests.

Landlord (____) (____) and Tenant (FL) (LM) acknowledge receipt of a copy of this page which is Page 3 of 20

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11. ASSIGNMENT. Unless this box ☒ is checked, Tenant may not assign the Lease or sublease all or any part of the Premises without first obtaining the Landlord's written approval and consent to the assignment or sublease.

12. KEYS AND LOCKS. Landlord shall furnish Tenant

2 # of sets of keys to the dwelling
2 # of mail box keys
2 # of garage door openers

If there is a homeowners' association, Tenant will be provided with the following to access the association's common areas/facilities:

_____ # of keys to _____
_____ # of remote controls to _____
_____ # of electronic cards to _____
_____ other (specify) to _____

At end of Lease Term, all items specified in this paragraph shall be returned to MY RENTALS AND MANAGEMENT LLC (name)
at _____ (address) (If left blank, Landlord at Landlord's address).

13. LEAD-BASED PAINT. ☐ Check and complete if the dwelling was built before January 1, 1978. **Lead Warning Statement** (when used in this article, the term Lessor refers to Landlord and the term Lessee refers to Tenant).

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

_____(a) Presence of lead-based paint or lead-based paint hazards (check (i) or (ii) below):
(i) __☐__ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) __☐__Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____(b) Records and reports available to the Lessor (check (i) or (ii) below):
(i) __☐__ Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) __☐__ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

_____(c) Lessee has received copies of all information listed above.
_____(d) Lessee has received the pamphlet ***Protect Your Family From Lead in Your Home***.

Agent's Acknowledgment (initial)

_____(e) Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessor's signature	Date 09/06/2025	Lessor's signature	Date
MY RENTALS AND MANAGEMENT LLC FERNANDO LIZARAZO LONDONO — Lessee's signature	Date 09/06/2025	LUZ MARINA AGUDELO OLIVEROS — Lessee's signature	Date 09/07/2025
FERNANDO LIZARAZO LONDONO Cristiano Almeida — Agent's signature	Date 09/06/2025	LUZ MARINA AGUDELO OLIVEROS — Agent's signature	Date 09/06/2025

Jessyka Outlook.com

Landlord (____) (____) and Tenant (FL) (LM) acknowledge receipt of a copy of this page which is Page 4 of 20

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Nonlawyer Disclosure

Instructions to Licensee: Before you begin to complete the next form, you must give this nonlawyer disclosure to the landlord or tenant for whom you are filling in the blanks. (If you are filling in the blanks for both landlord and tenant, complete two nonlawyer disclosures and give one to each.)

1. Insert your name in the first 5 blank "*Name*" spaces and **sign** below.
2. Have the landlord or tenant whom you are assisting complete the provision regarding her/his ability to read English, and have her/him **sign** below.
3. Give this completed disclosure to the landlord or tenant, as appropriate. Keep a copy of this completed disclosure and all forms you give to the landlord or tenant in your files for at least 6 years.

Cristiano Almeida (*Name*) told me that he/she is a nonlawyer and may not give legal advice, cannot tell me what my rights or remedies are, cannot tell me how to testify in court, and cannot represent me in court.

Rule 10-2.1(b) of the Rules Regulating The Florida Bar defines a paralegal as a person who works under the supervision of a member of The Florida Bar, an out-of-state lawyer engaged in the authorized practice of law in Florida, or a foreign lawyer engaged in the authorized practice of law in Florida, and who performs specifically delegated substantive legal work for which the supervising lawyer is responsible. Only persons who meet the definition may call themselves paralegals. Cristiano Almeida (*Name*) informed me that he/she is not a paralegal as defined by the rule and cannot call himself/herself a paralegal.

Cristiano Almeida (*Name*) told me that he/she may only type the factual information provided by me in writing into the blanks on the form. Except for typing, Cristiano Almeida (*Name*) may not tell me what to put in the form and may not complete the form for me. However, if using a form approved by the Supreme Court of Florida, Cristiano Almeida (*Name*) may ask me factual questions to fill in the blanks on the form and may also tell me how to file the form.

Landlord or Tenant:

__✘__ I can read English.

_____ I cannot read English but this notice was read to me by _____ (*Name*)

in _____ (*Language*) which I understand.

Authentisign MYG Properties Real Estate Investments
Landlord or Tenant signature

_____
Licensee signature

Authentisign Lemuel Lemes Authentisign Ingrid Luma
Landlord or Tenant signature

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Residential Lease for Single Family Home or Duplex (FOR A TERM NOT TO EXCEED ONE YEAR)

FloridaRealtors®

A BOX (☐) OR A BLANK SPACE (____) INDICATES A PROVISION WHERE A CHOICE OR DECISION MUST BE MADE BY THE PARTIES.

THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS. MANY RIGHTS AND RESPONSIBILITIES OF THE PARTIES ARE GOVERNED BY CHAPTER 83, PART II, RESIDENTIAL LANDLORD AND TENANT ACT, FLORIDA STATUTES. A COPY OF THE RESIDENTIAL LANDLORD AND TENANT ACT IS ATTACHED TO THIS LEASE.

1. PARTIES. This is a lease (the "Lease") between MYG Properties Real Estate Investments (name and address of owner of the property) ("Landlord") and Lemuel Lemes Ingrid Luma (name(s) of person(s) to whom the property is leased) ("Tenant").

Landlord's E-mail Address: Yglesio@yahoo.com

Landlord's Telephone Number: ?+55 98 99110-1412?

Tenant's E-mail Address: Leulemes@gmail.com

Tenant's Telephone Number: +1 (407) 520-9342

2. PROPERTY RENTED. Landlord leases to Tenant the land and buildings located at 16207 Point Rock Drive (street address) WINTER GARDEN, Florida 34787 (zip code) together with the following furniture and appliances [List all furniture and appliances. If none, write "none."] (In the Lease, the property leased, including furniture and appliances, if any, is called the "Premises"):

Oven,range,cooktop, microwave, blinds, dishwasher.

The Premises shall be occupied only by the Tenant and the following persons:
Lemuel Lemes / Ingrid Luma
Daniel Nishiyama Age:13 / Luma Lemes Age:7 / Samuel Lemes Age:6
Elizabeth Lemes Age:5 / Gabriel Lemes Age:2

3. TERM. This is a lease for a term, not to exceed twelve months, beginning on 11/1/2025 (month, day, year) and ending 11/1/2026 (month, day, year) (the "Lease Term").

4. RENT PAYMENTS, TAXES AND CHARGES. Tenant shall pay total rent in the amount of $49,200.00 (excluding taxes) for the Lease Term. The rent shall be payable by Tenant in advance in installments or in full as provided in the options below:

☒ in installments. If in installments, rent shall be payable

☒ monthly, on the 1st day of each month (if left blank, on the first day of each month) in the amount of $4,100.00 per installment.

OR

☐ weekly, on the _____ day of each week (If left blank, on Monday of each week.) in the amount of $_____ per installment.

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☐ in full on _____ in the amount of $_____.
(date)

Tenant shall also be obligated to pay taxes on the rent when applicable in the amount of $_____ ☐ with each rent installment

☐ with the rent for the full term of the Lease. Landlord will notify Tenant if the amount of the tax changes.

Payment Summary

☒ **If rent is paid in installments, the total payment per installment including taxes shall be in the amount of $ 4,100.00 .**

☐ **If rent is paid in full, the total payment including taxes shall be in the amount of $_____.**

All rent payments shall be payable to MYG Properties Real Estate Investments at
(name)
WIRE OR ZELLE. (If left blank, to Landlord at Landlord's address.)
(address)

☐ If the tenancy starts on a day other than the first day of the month or week as designated above, the rent shall be prorated from

_____ through _____ in the amount of $_____ and shall be due
(date) (date)

on _____. (If rent paid monthly, prorate on a 30-day month.)
(date)

Tenant shall make rent payments required under the Lease by (choose all applicable) ☐ cash, ☐ personal check, ☐money order, ☐ cashier's check, or ☒ other Zelle (specify). If payment is accepted by any means other than cash, payment is not considered made until the other instrument is collected.

If Tenant makes a rent payment with a worthless check, Landlord can require Tenant ☐ to pay all future payments by ☐ money order, cashier's check, or official bank check or ☐ cash or other (specify) _____, and ☐ to pay bad check fees in the amount of $_____ (not to exceed the amount prescribed by Section 68.065, Florida Statutes).

5. MONEY DUE PRIOR TO OCCUPANCY. Tenant shall pay the sum of $ 8,200.00 in accordance with this paragraph prior to occupying the Premises. Tenant shall not be entitled to move in or to keys to the Premises until all money due prior to occupancy has been paid. If no date is specified below, then funds shall be due prior to Tenant occupancy. Any funds designated in this paragraph due after occupancy, shall be paid accordingly. Any funds due under this paragraph shall be payable to Landlord at Landlord's address or

to MYG Properties Real Estate Investments
(name)

at _____.
(address)

First ☒ month's ☐ week's rent plus applicable taxes	$ 4,100.00	due	11/1/2025
Prorated rent plus applicable taxes	$	due	
Advance rent for ☐ month ☐ week of _____ plus applicable taxes	$	due	
Last ☐ month's ☐ week's rent plus applicable taxes	$	due	
Security deposit	$ 2,050.00	due	9/5/2025
Additional security deposit	$ 2,050.00	due	11/1/2025
Security deposit for homeowners' association	$	due	

Landlord (MP) (____) and Tenant (LL) (YL) acknowledge receipt of a copy of this page which is Page 2 of 20

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Pet Deposit	$ _____	due	_____
Other_____	$ _____	due	_____
Other_____	$ _____	due	_____

6. LATE FEES. (Complete if applicable) In addition to rent, Tenant shall pay a late charge in the amount of $ **500.00** (If left blank, 4% of the rent payment) for each rent payment made **3** days after the day it is due (if left blank, 5 days if rent is paid monthly, 1 day if rent is paid weekly).

7. PETS AND SMOKING. Unless this box ☐ is checked or a pet deposit is paid, Tenant may not keep pets or animals on the Premises. If Tenant may keep pets, the pets described in this paragraph are permitted on the Premises.

NO PETS ALLOWED
(Specify number of pets, type(s), breed, maximum adult weight of pets.)

Unless this box ☐ is checked, no smoking is permitted in the Premises.

8. NOTICES.

_____ is Landlord's Agent. All notices must be sent to

☒ Landlord **MYG Properties Real Estate Investments** at **Yglesio@yahoo.com**

☐ Landlord's Agent _____ at _____

unless Landlord gives Tenant written notice of a change. All notices of such names and addresses or changes thereto shall be delivered to the Tenant's residence or, if specified in writing by the Tenant, to any other address. All notices to the Landlord or the Landlord's Agent (whichever is specified above) shall be given by U.S. mail or by hand delivery.

Any notice to Tenant shall be given by U.S. mail or delivered to Tenant at the Premises. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at Premises.

9. UTILITIES. Tenant shall pay for all utilities services during the Lease Term and connection charges and deposits for activating existing utility connections to the Premises except for _____, that Landlord agrees to provide at Landlord's expense (If blank, then "NONE").

10. MAINTENANCE. Landlord shall be responsible for compliance with Section 83.51, Florida Statutes, and shall be responsible for maintenance and repair of the Premises, unless otherwise stated below: (Fill in each blank space with "Landlord" for Landlord or "Tenant" for Tenant, if left blank, Landlord will be responsible for the item):

Landlord	Tenant		Landlord	Tenant		Landlord	Tenant		Landlord	Tenant	
☒	☐	roofs	☒	☐	windows	☒	☐	screens	☒	☐	steps
☒	☐	doors	☒	☐	floors	☒	☐	porches	☒	☐	exterior walls
☐	☐	foundations	☒	☐	plumbing	☒	☐	structural components			
☒	☐	heating	☒	☐	hot water	☒	☐	running water	☐	☒	locks and keys
☒	☐	electrical system				☒	☐	cooling	☐	☒	smoke detection devices

☐	☒	garbage removal/ outside receptacles				
☒	☐	extermination of rats, mice, roaches, ants and bedbugs				
☒	☐	extermination of wood-destroying organisms				
☐	☒	lawn /shrubbery	☒	☐	pool/spa/hot tub	
☒	☐	water treatment	☐	☒	filters (specify)	**Change AC filters every 45 Days and add vinegar to AC.**
☒	☐	ceilings	☒	☐	interior walls	
☐	☒	Other (specify)	**(Any maintenance under $200)Tenants have to maintain the property to keep in the perfect conditions.**			

Tenant shall notify **MYG Properties Real Estate Investments** (name) at **Yglesio@yahoo.com** (address)

(if left blank, Landlord at Landlord's address) and _____ (telephone number) of maintenance and repair requests.

Landlord (MP) (____) and Tenant (LL) (YL) acknowledge receipt of a copy of this page which is Page 3 of 20

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11. ASSIGNMENT. Unless this box ☐ is checked, Tenant may not assign the Lease or sublease all or any part of the Premises without first obtaining the Landlord's written approval and consent to the assignment or sublease.

12. KEYS AND LOCKS. Landlord shall furnish Tenant

_____ # of sets of keys to the dwelling
_____ # of mail box keys
_____ # of garage door openers

If there is a homeowners' association, Tenant will be provided with the following to access the association's common areas/facilities:

_____ # of keys to _____
_____ # of remote controls to _____
_____ # of electronic cards to _____
_____ other (specify) to _____

At end of Lease Term, all items specified in this paragraph shall be returned to _____
(name)
at _____ (If left blank, Landlord at Landlord's address).
(address)

13. LEAD-BASED PAINT. ☐ Check and complete if the dwelling was built before January 1, 1978. **Lead Warning Statement** (when used in this article, the term Lessor refers to Landlord and the term Lessee refers to Tenant).

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

_____(a) Presence of lead-based paint or lead-based paint hazards (check (i) or (ii) below):
(i) __☐__ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) __☐__Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____(b) Records and reports available to the Lessor (check (i) or (ii) below):
(i) __☐__ Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) __☐__ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

_____(c) Lessee has received copies of all information listed above.
_____(d) Lessee has received the pamphlet ***Protect Your Family From Lead in Your Home***.

Agent's Acknowledgment (initial)

_____(e) Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

MYG Properties Real Estate Investments	09/06/2025		
Lessor's signature	Date	Lessor's signature	Date
MYG Properties Real Estate Investments Lemuel Lemes	09/05/2025	Ingrid Luma	09/05/2025
Lessee's signature	Date	Lessee's signature	Date
Lemuel Lemes Cristiano Almeida	09/05/2025	Ingrid Luma	
Agent's signature	Date	Agent's signature	Date

Cristiano Almeida

Landlord (MP) (____) and Tenant (LL) (IL) acknowledge receipt of a copy of this page which is Page 4 of 20

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14. SERVICEMEMBER. If Tenant is a member of the United States Armed Forces on active duty or state active duty or a member of the Florida National Guard or United States Reserve Forces, the Tenant has rights to terminate the Lease as provided in Section 83.682, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

15. LANDLORD'S ACCESS TO THE PREMISES. Landlord's Agent may enter the Premises in the following circumstances:

A. At any time for the protection or preservation of the Premises.

B. After reasonable notice to Tenant at reasonable times for the purpose of repairing the Premises.

C. To inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances:

(1) with Tenant's consent;

(2) in case of emergency;

(3) when Tenant unreasonably withholds consent; or

(4) if Tenant is absent from the Premises for a period of at least one-half a rental installment period. (If the rent is current and Tenant notifies Landlord of an intended absence, then Landlord may enter only with Tenant's consent or for the protection or preservation of the Premises.)

16. HOMEOWNERS' ASSOCIATION. IF TENANT MUST BE APPROVED BY A HOMEOWNERS' ASSOCIATION ("ASSOCIATION"), LANDLORD AND TENANT AGREE THAT THE LEASE IS CONTINGENT UPON RECEIVING APPROVAL FROM THE ASSOCIATION. ANY APPLICATION FEE REQUIRED BY AN ASSOCIATION SHALL BE PAID BY ☐ LANDLORD ☐ TENANT. IF SUCH APPROVAL IS NOT OBTAINED PRIOR TO COMMENCEMENT OF LEASE TERM, EITHER PARTY MAY TERMINATE THE LEASE BY WRITTEN NOTICE TO THE OTHER GIVEN AT ANY TIME PRIOR TO APPROVAL BY THE ASSOCIATION, AND IF THE LEASE IS TERMINATED, TENANT SHALL RECEIVE RETURN OF DEPOSITS SPECIFIED IN ARTICLE 5, IF MADE. If the Lease is not terminated, rent shall abate until the approval is obtained from the association. Tenant agrees to use due diligence in applying for association approval and to comply with the requirements for obtaining approval. ☐ Landlord ☐ Tenant shall pay the security deposit required by the association, if applicable.

17. USE OF THE PREMISES. Tenant shall use the Premises for residential purposes. Tenant shall have exclusive use and right of possession to the dwelling. The Premises shall be used so as to comply with all state, county, municipal laws and ordinances, and all covenants and restrictions affecting the Premises and all rules and regulations of homeowners' associations affecting the Premises. Tenant may not paint or make any alterations or improvements to the Premises without first obtaining the Landlord's written consent to the alteration or improvement. However, unless this box ☐ is checked, Tenant may hang pictures and install window treatments in the Premises without Landlord's consent, provided Tenant removes all such items before the end of the Lease Term and repairs all damage resulting from the removal. Any improvements or alterations to the Premises made by the Tenant shall become Landlord's property. Tenant agrees not to use, keep, or store on the Premises any dangerous, explosive, toxic material which would increase the probability of fire or which would increase the cost of insuring the Premises.

18. RISK OF LOSS/INSURANCE.

A. Landlord and Tenant shall each be responsible for loss, damage, or injury caused by its own negligence or willful conduct.

B. Tenant should carry insurance covering Tenant's personal property and Tenant's liability insurance.

19. PROHIBITED ACTS BY LANDLORD. Landlord is prohibited from taking certain actions as described in Section 83.67, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

20. CASUALTY DAMAGE. If the Premises are damaged or destroyed other than by wrongful or negligent acts of Tenant or persons on the Premises with Tenant's consent, so that the use of the Premises is substantially impaired, Tenant may terminate the Lease within 30 days after the damage or destruction and Tenant will immediately vacate the Premises. If Tenant vacates, Tenant is not liable for rent that would have been due after the date of termination. Tenant may vacate the part of the Premises rendered unusable by the damage or destruction, in which case Tenant's liability for rent shall be reduced by the fair rental value of the part of the Premises that was damaged or destroyed.

21. DEFAULTS/REMEDIES. Should a party to the Lease fail to fulfill their responsibilities under the Lease or need to determine whether there has been a default of the Lease, refer to Part II, Chapter 83, entitled Florida Residential Landlord and Tenant Act which contains information on defaults and remedies. A copy of the current version of this Act is attached to the Lease.

22. SUBORDINATION. The Lease is automatically subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.

23. LIENS. THE INTEREST OF THE LANDLORD SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY THE TENANT AS PROVIDED IN SECTION 713.10, FLORIDA STATUTES. Tenant shall notify all parties performing work on the Premises at Tenant's request that the Lease does not allow any liens to attach to Landlord's interest.

24. RENEWAL/EXTENSION. The Lease can be renewed or extended only by a written agreement signed by both Landlord and Tenant, but the term of a renewal or extension together with the original Lease Term may not exceed one year. A new lease is required for each year.

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25. TENANT'S TELEPHONE NUMBER. Tenant shall, within 5 business days of obtaining telephone services at the Premises, send written notice to Landlord of Tenant's telephone numbers at the Premises.

26. ATTORNEYS' FEES. In any lawsuit brought to enforce the Lease or under applicable law, the party in whose favor a judgment or decree has been rendered may recover reasonable court costs, including attorneys' fees, from the non-prevailing party.

27. MISCELLANEOUS.

A. Time is of the essence of the performance of each party's obligations under the Lease.

B. The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.

C. The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally.

D. No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord.

E. All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.

F. A facsimile copy of the Lease and any signatures hereon shall be considered for all purposes originals.

G. As required by law, Landlord makes the following disclosure: "RADON GAS." Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

28. BROKERS' COMMISSION. ☐ Check and complete if applicable. The brokerage companies named below will be paid the commission set forth in this paragraph by ☐ Landlord ☐ Tenant for procuring a tenant for this transaction.

Cristiano Almeida	
Real Estate Licensee	Real Estate Licensee
Authentic Real Estate Team	
Real Estate Brokerage Company	Real Estate Brokerage Company
Commission	Commission

29. TENANT'S PERSONAL PROPERTY. TENANT MUST INITIAL IN THIS BOX ☐ FOR THE FOLLOWING PROVISION TO APPLY. BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

The Lease has been executed by the parties on the dates indicated below.

Authentisign MYG Properties Real Estate Investments	09/06/2025
Landlord's Signature MYG Properties Real Estate Investments	Date
Landlord's Signature	Date
Landlord's Signature	Date
Authentisign Lemuel Lemes	09/05/2025
Tenant's Signature **Lemuel Lemes**	Date
Authentisign Ingrid Luma	09/05/2025
Tenant's Signature **Ingrid Luma**	Date

This form was completed with the assistance of:

Name of Individual: **Cristiano Almeida**
Name of Business:
Address:
Telephone Number: **(321) 402-9442**

Landlord (MP) (____) and Tenant (IL) (LL) acknowledge receipt of a copy of this page which is Page 6 of 20

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Early Termination Fee/Liquidated Damages Addendum

☒ I agree, as provided in the rental agreement, to pay $ 4,100.00 (an amount that does not exceed two months' rent) as liquidated damages or an early termination fee if I elect to terminate the rental agreement and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

☐ I do not agree to liquidated damages or an early termination fee, and I acknowledge that the landlord may seek damages as provided by law.

Authentisign MYG Properties Real Estate Investments — 09/06/2025
Landlord's Signature — Date

Landlord's Signature — Date

Landlord's Signature — Date

Authentisign Lemuel Lemes — 09/05/2025
Tenant's Signature **Lemuel Lemes** — Date

Authentisign Ingrid Luma — 09/05/2025
Tenant's Signature **Ingrid Luma** — Date

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MYG PROPERTIES REAL ESTATE INVESTMENTS L
Rua Das Letras, Quadra 2 Casa 11
Cohafuma,
Sao Luis MA 65074-780
BRAZIL

Account Number:	XXXXXXXXXXXX0890
Interest Rate:	0.000000 %
Previous Statement Balance:	$30,416.01
Average Balance:	$25,956.47
Date Range:	06/12/2025-07/09/2026

Date	Check #	Tran Code	Description	Amount	Balance
04/28/2025		46	Book Transfer - Credit	$64,000.00	$64,000.00
04/28/2025		46	Book Transfer - Credit	$521,743.10	$585,743.10
04/29/2025		93	Outgoing Wire Transfer	($521,743.10)	$64,000.00
04/29/2025		29	Wire Transfer Fee	($40.00)	$63,960.00
04/30/2025		93	Outgoing Wire Transfer	($50,000.00)	$13,960.00
04/30/2025		29	Wire Transfer Fee	($20.00)	$13,940.00
05/07/2025		141	Transfer from DDA Trsf Checking XX9856 To Checki ng XX0890 Funds Transfer via M	$40,000.00	$53,940.00
05/07/2025		93	Outgoing Wire Transfer	($40,000.00)	$13,940.00
05/07/2025		29	Wire Transfer Fee	($20.00)	$13,920.00
05/08/2025		8	Incoming Wire Transfer	$11,095.00	$25,015.00
05/08/2025		46	Book Transfer - Credit	$20,000.00	$45,015.00
05/08/2025		29	Wire Transfer Fee	($15.00)	$45,000.00
05/09/2025		93	Outgoing Wire Transfer	($30,000.00)	$15,000.00
05/09/2025		29	Wire Transfer Fee	($20.00)	$14,980.00
05/12/2025		8	Incoming Wire Transfer	$4,546.00	$19,526.00
05/12/2025		29	Wire Transfer Fee	($15.00)	$19,511.00
05/13/2025		46	Book Transfer - Credit	$44,002.40	$63,513.40
05/14/2025		46	Book Transfer - Credit	$17,573.45	$81,086.85
05/14/2025		93	Outgoing Wire Transfer	($40,000.00)	$41,086.85
05/14/2025		29	Wire Transfer Fee	($20.00)	$41,066.85
05/15/2025		93	Outgoing Wire Transfer	($30,000.00)	$11,066.85
05/15/2025		183	ACH Debit FLORIDAPENINSULA INSURANCE MYG P REAL ESTATE INVE 5056762 021000024257027 PPD	($2,922.68)	$8,144.17
05/15/2025		29	Wire Transfer Fee	($20.00)	$8,124.17
05/19/2025		46	Book Transfer - Credit	$14,009.73	$22,133.90
05/21/2025		46	Book Transfer - Credit	$17,492.49	$39,626.39
05/22/2025		8	Incoming Wire Transfer	$13,948.60	$53,574.99
05/22/2025		29	Wire Transfer Fee	($15.00)	$53,559.99
05/27/2025		93	Outgoing Wire Transfer	($50,000.00)	$3,559.99
05/27/2025		183	ACH Debit ACHMA VISB BILL PYMNT YGLESIO *SOUZA 8202148 021000023622761 WEB	($95.66)	$3,464.33

This temporary statement from Bradesco Bank is not a formal statement of your account.
These items will be reflected again on your regularly scheduled statement.

05/27/2025	29	Wire Transfer Fee	($20.00)	$3,444.33
05/28/2025	8	Incoming Wire Transfer	$7,000.00	$10,444.33
05/28/2025	29	Wire Transfer Fee	($15.00)	$10,429.33
05/30/2025	8	Incoming Wire Transfer	$10,000.00	$20,429.33
05/30/2025	29	Wire Transfer Fee	($15.00)	$20,414.33
05/30/2025	360	Service Charge	($25.00)	$20,389.33
06/02/2025	93	Outgoing Wire Transfer	($20,000.00)	$389.33
06/02/2025	29	Wire Transfer Fee	($20.00)	$369.33
06/06/2025	8	Incoming Wire Transfer	$53,135.90	$53,505.23
06/06/2025	29	Wire Transfer Fee	($15.00)	$53,490.23
06/09/2025	93	Outgoing Wire Transfer	($10,000.00)	$43,490.23
06/09/2025	29	Wire Transfer Fee	($20.00)	$43,470.23
06/11/2025	183	ACH Debit TOHO ONLINE PMT CARLOS NOBREGA TH02B4FT 104000013882389 WEB	($240.89)	$43,229.34
06/11/2025	183	ACH Debit WEB_PAY DUKEENERGYCORPOR 1114474866 53231477061025 CCD	($290.00)	$42,939.34
06/16/2025	8	Incoming Wire Transfer	$25,028.60	$67,967.94
06/16/2025	144	Transfer to DDA Trsf Checking XX0890 To Checki ng XX9209 Funds Transfer via M	($67,000.00)	$967.94
06/16/2025	29	Wire Transfer Fee	($15.00)	$952.94
06/17/2025	8	Incoming Wire Transfer	$27,060.67	$28,013.61
06/17/2025	144	Transfer to DDA Trsf Checking XX0890 To Checki ng XX9209 Funds Transfer via M	($23,000.00)	$5,013.61
06/17/2025	29	Wire Transfer Fee	($15.00)	$4,998.61
06/20/2025	93	Outgoing Wire Transfer	($4,000.00)	$998.61
06/20/2025	29	Wire Transfer Fee	($20.00)	$978.61
06/23/2025	183	ACH Debit ACHMA VISB BILL PYMNT YGLESIO *SOUZA 9027329 021000029511282 WEB	($174.11)	$804.50
06/30/2025	8	Incoming Wire Transfer	$180,854.71	$181,659.21
06/30/2025	8	Incoming Wire Transfer	$182,488.41	$364,147.62
06/30/2025	29	Wire Transfer Fee	($15.00)	$364,132.62
06/30/2025	29	Wire Transfer Fee	($15.00)	$364,117.62
06/30/2025	360	Service Charge	($25.00)	$364,092.62
07/01/2025	144	Transfer to DDA Trsf Checking XX0890 To Checki ng XX9209 Funds Transfer via M	($363,000.00)	$1,092.62
07/02/2025	8	Incoming Wire Transfer	$18,272.18	$19,364.80
07/02/2025	8	Incoming Wire Transfer	$45,682.12	$65,046.92
07/02/2025	144	Transfer to DDA Trsf Checking XX0890 To Checki ng XX9209 Funds Transfer via M	($1,000.00)	$64,046.92
07/02/2025	144	Transfer to DDA Trsf Checking XX0890 To Checki ng XX9209 Funds Transfer via M	($63,000.00)	$1,046.92
07/02/2025	29	Wire Transfer Fee	($15.00)	$1,031.92
07/02/2025	29	Wire Transfer Fee	($15.00)	$1,016.92
07/03/2025	8	Incoming Wire Transfer	$6,000.00	$7,016.92
07/03/2025	8	Incoming Wire Transfer	$30,177.22	$37,194.14
07/03/2025	144	Transfer to DDA	($6,000.00)	$31,194.14

			Trsf Checking XX0890 To Checking XX9209 Funds Transfer via M		
07/03/2025		29	Wire Transfer Fee	($15.00)	$31,179.14
07/03/2025		29	Wire Transfer Fee	($15.00)	$31,164.14
07/07/2025		141	Transfer from DDA	$200.00	$31,364.14
			Trsf Checking XX9856 To Checking XX0890 Funds Transfer via M		
07/07/2025		183	ACH Debit DUKEENERGY BILL PAY YGLESIO SOUZA 910182327467 021000028611111 WEB	($412.41)	$30,951.73
07/07/2025		144	Transfer to DDA Trsf Checking XX0890 To Checking XX9209 Funds Transfer via M	($30,000.00)	$951.73
07/08/2025		8	Incoming Wire Transfer	$39,941.17	$40,892.90
07/08/2025		183	ACH Debit SOLARA RESORT HOAssn Dues MYG PORPERTIES REAL ST 57371718 122105983394750 WEB	($718.00)	$40,174.90
07/08/2025		29	Wire Transfer Fee	($15.00)	$40,159.90
07/10/2025		8	Incoming Wire Transfer	$5,365.95	$45,525.85
07/10/2025		8	Incoming Wire Transfer	$20,000.00	$65,525.85
07/10/2025		29	Wire Transfer Fee	($15.00)	$65,510.85
07/10/2025		29	Wire Transfer Fee	($15.00)	$65,495.85
07/11/2025		144	Transfer to DDA Trsf Checking XX0890 To Checking XX2614 Credit card payment.	($2,145.93)	$63,349.92
07/11/2025		144	Transfer to DDA Trsf Checking XX0890 To Checking XX9209 Funds Transfer via M	($60,000.00)	$3,349.92
07/17/2025		183	ACH Debit TOHO ONLINE PMT CARLOS NOBREGA TH02ECYJ 104000016723168 WEB	($28.05)	$3,321.87
07/21/2025		46	Book Transfer - Credit	$45,916.91	$49,238.78
07/22/2025	2044405450	20	Deposit	$41.46	$49,280.24
07/23/2025		183	ACH Debit ACHMA VISB BILL PYMNT YGLESIO *SOUZA 0938451 021000020604221 WEB	($85.62)	$49,194.62
07/23/2025		144	Transfer to DDA Trsf Checking XX0890 To Checking XX9209 Funds Transfer via M	($45,000.00)	$4,194.62
07/28/2025		46	Book Transfer - Credit	$7,866.29	$12,060.91
07/30/2025		46	Book Transfer - Credit	$26,188.69	$38,249.60
07/31/2025		46	Book Transfer - Credit	$4,000.00	$42,249.60
07/31/2025		144	Transfer to DDA Trsf Checking XX0890 To Checking XX2614 Credit card payment.	($9,153.47)	$33,096.13
07/31/2025		360	Service Charge	($25.00)	$33,071.13
08/04/2025		46	Book Transfer - Credit	$30,306.11	$63,377.24
08/04/2025		46	Book Transfer - Credit	$57,123.94	$120,501.18
08/04/2025		46	Book Transfer - Credit	$57,216.91	$177,718.09
08/04/2025		46	Book Transfer - Credit	$121,608.07	$299,326.16
08/04/2025		183	ACH Debit	($413.59)	$298,912.57

		DUKEENERGY BILL PAY YGLESIO SOUZA 910182327467 021000020870582 WEB		
08/04/2025	183	ACH Debit WEB PAY Pulte Home Comp MYG PROPERTIES REAL ES PHD0195368 CCD	($8,000.00)	$290,912.57
08/05/2025	93	Outgoing Wire Transfer	($38,000.00)	$252,912.57
08/05/2025	93	Outgoing Wire Transfer	($105,000.00)	$147,912.57
08/05/2025	144	Transfer to DDA Trsf Checking XX0890 To Checki ng XX2614 Credit card payment.	($6,268.64)	$141,643.93
08/05/2025	29	Wire Transfer Fee	($20.00)	$141,623.93
08/05/2025	29	Wire Transfer Fee	($20.00)	$141,603.93
08/06/2025	93	Outgoing Wire Transfer	($36,500.00)	$105,103.93
08/06/2025	183	ACH Debit SOLARA RESORT HOAssn Dues MYG PORPERTIES REAL ST 58235524 122105984712866 WEB	($718.00)	$104,385.93
08/06/2025	29	Wire Transfer Fee	($20.00)	$104,365.93
08/07/2025	46	Book Transfer - Credit	$68,211.60	$172,577.53
08/07/2025	183	ACH Debit MATTAMYORLANDO WEB PMT MYG PROPERTIES REAL ES 1058592582 111000027764532 WEB	($10,000.00)	$162,577.53
08/13/2025	46	Book Transfer - Credit	$14,553.83	$177,131.36
08/14/2025	93	Outgoing Wire Transfer	($34,000.00)	$143,131.36
08/14/2025	29	Wire Transfer Fee	($20.00)	$143,111.36
08/15/2025	46	Book Transfer - Credit	$122,550.35	$265,661.71
08/15/2025	93	Outgoing Wire Transfer	($117,572.00)	$148,089.71
08/15/2025	183	ACH Debit TOHO ONLINE PMT CARLOS NOBREGA TH02H5R9 104000019123608 WEB	($61.21)	$148,028.50
08/15/2025	29	Wire Transfer Fee	($20.00)	$148,008.50
08/25/2025	93	Outgoing Wire Transfer	($15,000.00)	$133,008.50
08/25/2025	183	ACH Debit ACHMA VISB BILL PYMNT YGLESIO *SOUZA 3264600 021000025327288 WEB	($91.01)	$132,917.49
08/25/2025	144	Transfer to DDA Trsf Checking XX0890 To Checki ng XX2614 Credit card payment.	($2,458.12)	$130,459.37
08/25/2025	29	Wire Transfer Fee	($20.00)	$130,439.37
08/27/2025	8	Incoming Wire Transfer	$434,090.19	$564,529.56
08/27/2025	8	Incoming Wire Transfer	$566,006.60	$1,130,536.16
08/27/2025	29	Wire Transfer Fee	($15.00)	$1,130,521.16
08/27/2025	29	Wire Transfer Fee	($15.00)	$1,130,506.16
08/28/2025	93	Outgoing Wire Transfer	($84,000.00)	$1,046,506.16
08/28/2025	93	Outgoing Wire Transfer	($350,000.00)	$696,506.16
08/28/2025	93	Outgoing Wire Transfer	($510,000.00)	$186,506.16
08/28/2025	29	Wire Transfer Fee	($20.00)	$186,486.16
08/28/2025	29	Wire Transfer Fee	($40.00)	$186,446.16
08/28/2025	29	Wire Transfer Fee	($40.00)	$186,406.16

This temporary statement from Bradesco Bank is not a formal statement of your account.
These items will be reflected again on your regularly scheduled statement.

3011 Ponce De Leon Blvd. PH1
Coral Gables, Florida
33134 USA

contact@bradescobank.com
www.bradescobank.com

EQUAL HOUSING LENDER
Member FDIC

08/29/2025	2074192002	20	Deposit	$975.24	$187,381.40
09/02/2025		8	Incoming Wire Transfer	$4,000.00	$191,381.40
09/02/2025		29	Wire Transfer Fee	($15.00)	$191,366.40
09/03/2025		93	Outgoing Wire Transfer	($5,000.00)	$186,366.40
09/03/2025		93	Outgoing Wire Transfer	($75,000.00)	$111,366.40
09/03/2025		29	Wire Transfer Fee	($20.00)	$111,346.40
09/03/2025		29	Wire Transfer Fee	($20.00)	$111,326.40
09/04/2025		183	ACH Debit DUKEENERGY BILL PAY YGLESIO SOUZA 910182327467 021000023180423 WEB	($591.51)	$110,734.89
09/08/2025		183	ACH Debit WATERLEIGH PHASEWATERLEIGH MYG PROPERTIES REAL ES ST-F6W4Y8H9J7O8 091000017150127 WEB	($280.57)	$110,454.32
09/08/2025		183	ACH Debit SOLARA RESORT HOAssn Dues MYG PORPERTIES REAL ST 59010848 122105980748347 WEB	($718.00)	$109,736.32
09/09/2025		8	Incoming Wire Transfer	$2,050.00	$111,786.32
09/09/2025		29	Wire Transfer Fee	($15.00)	$111,771.32
09/12/2025		46	Book Transfer - Credit	$18,192.52	$129,963.84
09/15/2025		93	Outgoing Wire Transfer	($60,000.00)	$69,963.84
09/15/2025		29	Wire Transfer Fee	($20.00)	$69,943.84
09/16/2025		183	ACH Debit TOHO ONLINE PMT CARLOS NOBREGA TH02JYH2 104000015587088 WEB	($73.14)	$69,870.70
09/19/2025		93	Outgoing Wire Transfer	($2,045.00)	$67,825.70
09/19/2025		29	Wire Transfer Fee	($20.00)	$67,805.70
09/23/2025		183	ACH Debit ACHMA VISB BILL PYMNT YGLESIO *SOUZA 4577559 021000021527801 WEB	($38.30)	$67,767.40
09/23/2025		144	Transfer to DDA Trsf Checking XX0890 To Checki ng XX5280 Funds Transfer via M	($56,000.00)	$11,767.40
09/26/2025		8	Incoming Wire Transfer	$31,453.00	$43,220.40
09/26/2025		29	Wire Transfer Fee	($15.00)	$43,205.40
09/30/2025		360	Service Charge	($25.00)	$43,180.40
10/02/2025		141	Transfer from DDA Trsf Checking XX9209 To Checki ng XX0890 Funds Transfer via M	$60,000.00	$103,180.40
10/02/2025		93	Outgoing Wire Transfer	($60,000.00)	$43,180.40
10/02/2025		144	Transfer to DDA Trsf Checking XX0890 To Checki ng XX9209 Funds Transfer via M	($30,000.00)	$13,180.40
10/02/2025		29	Wire Transfer Fee	($20.00)	$13,160.40
10/06/2025		46	Book Transfer - Credit	$36,949.20	$50,109.60
10/06/2025		46	Book Transfer - Credit	$147,855.69	$197,965.29
10/06/2025		183	ACH Debit	($280.57)	$197,684.72

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		WATERLEIGH PHASEWATERLEIGH MYG PROPERTIES REAL ES ST-K8P1D4Q6J2R4 091000014728603 WEB		
10/06/2025	183	ACH Debit DUKEENERGY BILL PAY YGLESIO SOUZA 910182327467 021000026550177 WEB	($602.13)	$197,082.59
10/06/2025	183	ACH Debit DOVENMUEHLE MTG MORTG PYMT MYG PROPERTIES REAL ES 1521004703 021000025247768 PPD	($3,844.50)	$193,238.09
10/06/2025	183	ACH Debit DOVENMUEHLE MTG MORTG PYMT MYG PROPERTIES REAL ES 1521004679 021000025247767 PPD	($4,817.43)	$188,420.66
10/07/2025	183	ACH Debit SOLARA RESORT HOAssn Dues MYG PORPERTIES REAL ST 59969099 122105980292124 WEB	($718.00)	$187,702.66
10/17/2025	183	ACH Debit TOHO ONLINE PMT CARLOS NOBREGA TH02MQVW 104000013140182 WEB	($28.05)	$187,674.61
10/23/2025	183	ACH Debit ACHMA VISB BILL PYMNT YGLESIO *SOUZA 6054826 021000024852427 WEB	($111.43)	$187,563.18
10/28/2025	144	Transfer to DDA Trsf Checking XX0890 To Checki ng XX5280 Funds Transfer via M	($140,000.01)	$47,563.17
11/03/2025	163	ACH Credit TD BANK NA ACCTVERIFY LEMUEL S LEMES 15403441971 063106146351233 PPD	$0.30	$47,563.47
11/03/2025	163	ACH Credit TD BANK NA ACCTVERIFY LEMUEL S LEMES 15403441961 063106146351232 PPD	$0.32	$47,563.79
11/03/2025	183	ACH Debit TD BANK NA ACCTVERIFY LEMUEL S LEMES 15403441973 063106146351701 WEB	($0.62)	$47,563.17
11/05/2025	8	Incoming Wire Transfer	$16,875.00	$64,438.17
11/05/2025	183	ACH Debit DUKEENERGY BILL PAY YGLESIO SOUZA 910182327467 021000027857150 WEB	($537.53)	$63,900.64
11/05/2025	29	Wire Transfer Fee	($15.00)	$63,885.64
11/06/2025	183	ACH Debit	($280.57)	$63,605.07

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		WATERLEIGH PHASEWATERLEIGH MYG PROPERTIES REAL ES ST-Q3U2X2S8W0B5 111000022793818 WEB		
11/06/2025	183	ACH Debit SOLARA RESORT HOAssn Dues MYG PORPERTIES REAL ST 60822161 122105988890485 WEB	($718.00)	$62,887.07
11/06/2025	183	ACH Debit DOVENMUEHLE MTG MORTG PYMT MYG PROPERTIES REAL ES 1521004703 021000025813779 PPD	($3,844.50)	$59,042.57
11/06/2025	183	ACH Debit DOVENMUEHLE MTG MORTG PYMT MYG PROPERTIES REAL ES 1521004679 021000025813778 PPD	($4,817.43)	$54,225.14
11/10/2025	8	Incoming Wire Transfer	$6,150.00	$60,375.14
11/10/2025	29	Wire Transfer Fee	($15.00)	$60,360.14
11/12/2025	8	Incoming Wire Transfer	$3,763.13	$64,123.27
11/12/2025	29	Wire Transfer Fee	($15.00)	$64,108.27
11/17/2025	183	ACH Debit TOHO ONLINE PMT CARLOS NOBREGA TH02PJKA 104000016410612 WEB	($73.14)	$64,035.13
11/21/2025	144	Transfer to DDA Trsf Checking XX0890 To Checki ng XX2614 Credit card payment.	($192.51)	$63,842.62
11/24/2025	183	ACH Debit ACHMA VISB BILL PYMNT YGLESIO *SOUZA 6940468 021000021437726 WEB	($111.54)	$63,731.08
11/28/2025	360	Service Charge	($25.00)	$63,706.08
12/03/2025	8	Incoming Wire Transfer	$4,100.00	$67,806.08
12/03/2025	29	Wire Transfer Fee	($15.00)	$67,791.08
12/04/2025	183	ACH Debit DUKEENERGY BILL PAY YGLESIO SOUZA 910182327467 021000026806163 WEB	($498.69)	$67,292.39
12/08/2025	183	ACH Debit WATERLEIGH PHASEWATERLEIGH MYG PROPERTIES REAL ES ST-E6X2F5V7P5U6 091000010323514 WEB	($280.57)	$67,011.82
12/08/2025	183	ACH Debit SOLARA RESORT HOAssn Dues MYG PORPERTIES REAL ST 61611102 122105983191331 WEB	($718.00)	$66,293.82
12/08/2025	183	ACH Debit DOVENMUEHLE MTG MORTG PYMT MYG PROPERTIES REAL ES 1521004703 021000029881923 PPD	($3,844.50)	$62,449.32
12/08/2025	183	ACH Debit	($4,817.43)	$57,631.89

		DOVENMUEHLE MTG MORTG PYMT MYG PROPERTIES REAL ES 1521004679 021000029881922 PPD		
12/09/2025	8	Incoming Wire Transfer	$4,112.35	$61,744.24
12/09/2025	29	Wire Transfer Fee	($15.00)	$61,729.24
12/12/2025	163	ACH Credit BUSINESS Blind Pay Inc MYG PROPERTIES REAL ES 123148700000725 CCD	$60,000.00	$121,729.24
12/16/2025	183	ACH Debit TOHO ONLINE PMT CARLOS NOBREGA TH02SBCO 104000011921701 WEB	($104.24)	$121,625.00
12/22/2025	93	Outgoing Wire Transfer	($50,000.00)	$71,625.00
12/22/2025	183	ACH Debit ACHMA VISB BILL PYMNT YGLESIO *SOUZA 6921385 021000027683459 WEB	($91.54)	$71,533.46
12/22/2025	29	Wire Transfer Fee	($20.00)	$71,513.46
12/31/2025	360	Service Charge	($25.00)	$71,488.46
01/02/2026	183	ACH Debit DUKEENERGY BILL PAY YGLESIO SOUZA 910182327467 021000025225706 WEB	($777.22)	$70,711.24
01/06/2026	163	ACH Credit BUSINESS Blind Pay Inc MYG PROPERTIES REAL ES 052517100000006 CCD	$90,898.77	$161,610.01
01/06/2026	8	Incoming Wire Transfer	$4,100.00	$165,710.01
01/06/2026	183	ACH Debit WATERLEIGH PHASEWATERLEIGH MYG PROPERTIES REAL ES ST-J8D7J4C7Q1E8 111000026001954 WEB	($298.11)	$165,411.90
01/06/2026	183	ACH Debit SOLARA RESORT HOAssn Dues MYG PORPERTIES REAL ST 62728076 122105986670320 WEB	($718.00)	$164,693.90
01/06/2026	183	ACH Debit DOVENMUEHLE MTG MORTG PYMT MYG PROPERTIES REAL ES 1521004703 021000024616983 PPD	($3,844.50)	$160,849.40
01/06/2026	183	ACH Debit DOVENMUEHLE MTG MORTG PYMT MYG PROPERTIES REAL ES 1521004679 021000024616982 PPD	($4,817.43)	$156,031.97
01/06/2026	29	Wire Transfer Fee	($15.00)	$156,016.97
01/08/2026	163	ACH Credit	$63,000.00	$219,016.97

		BUSINESS Blind Pay Inc MYG PROPERTIES REAL ES 075686600000720 CCD		
01/08/2026	163	ACH Credit BUSINESS Blind Pay Inc MYG PROPERTIES REAL ES 075686600000719 CCD	$91,451.15	$310,468.12
01/12/2026	163	ACH Credit BUSINESS Blind Pay Inc MYG PROPERTIES REAL ES 091652900000371 CCD	$101,382.26	$411,850.38
01/12/2026	8	Incoming Wire Transfer	$6,942.45	$418,792.83
01/12/2026	29	Wire Transfer Fee	($15.00)	$418,777.83
01/14/2026	163	ACH Credit BUSINESS Blind Pay Inc MYG PROPERTIES REAL ES 136604400000424 CCD	$44,930.21	$463,708.04
01/14/2026	183	ACH Debit TOHO ONLINE PMT CARLOS NOBREGA TH02UY1A 104000014618493 WEB	($145.36)	$463,562.68
01/20/2026	8	Incoming Wire Transfer	$33,585.34	$497,148.02
01/20/2026	29	Wire Transfer Fee	($15.00)	$497,133.02
01/23/2026	8	Incoming Wire Transfer	$3,697.01	$500,830.03
01/23/2026	8	Incoming Wire Transfer	$22,255.64	$523,085.67
01/23/2026	183	ACH Debit ACHMA VISB BILL PYMNT YGLESIO *SOUZA 8016754 021000023629267 WEB	($106.24)	$522,979.43
01/23/2026	29	Wire Transfer Fee	($15.00)	$522,964.43
01/23/2026	29	Wire Transfer Fee	($15.00)	$522,949.43
01/26/2026	144	Transfer to DDA Trsf Checking XX0890 To Checki ng XX2614 Credit card payment.	($2,004.05)	$520,945.38
01/26/2026	144	Transfer to DDA Trsf Checking XX0890 To Checki ng XX5280 Funds Transfer via M	($170,000.00)	$350,945.38
01/27/2026	141	Transfer from DDA Trsf Checking XX5280 To Checki ng XX0890 Funds Transfer via M	$10,000.00	$360,945.38
01/27/2026	93	Outgoing Wire Transfer	($344,486.66)	$16,458.72
01/27/2026	29	Wire Transfer Fee	($65.00)	$16,393.72
02/03/2026	8	Incoming Wire Transfer	$3,753.81	$20,147.53
02/03/2026	8	Incoming Wire Transfer	$10,699.25	$30,846.78
02/03/2026	29	Wire Transfer Fee	($15.00)	$30,831.78
02/03/2026	29	Wire Transfer Fee	($15.00)	$30,816.78
02/05/2026	93	Outgoing Wire Transfer	($500.00)	$30,316.78
02/05/2026	183	ACH Debit DUKEENERGY BILL PAY YGLESIO SOUZA 910182327467 021000029578413 WEB	($555.54)	$29,761.24
02/05/2026	29	Wire Transfer Fee	($20.00)	$29,741.24
02/06/2026	183	ACH Debit	($161.42)	$29,579.82

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		AMERICAN INTEGRI PREM & PMT MYG PROPERTIES REAL ES 1753937 043000099272363 PPD		
02/06/2026	183	ACH Debit WATERLEIGH PHASEWATERLEIGH MYG PROPERTIES REAL ES ST-O7O7J2B8X2T8 111000028317368 WEB	($300.11)	$29,279.71
02/06/2026	183	ACH Debit SOLARA RESORT HOAssn Dues MYG PORPERTIES REAL ST 63812146 122105982465588 WEB	($718.00)	$28,561.71
02/06/2026	183	ACH Debit DOVENMUEHLE MTG MORTG PYMT MYG PROPERTIES REAL ES 1521004703 021000029911826 PPD	($4,158.68)	$24,403.03
02/06/2026	183	ACH Debit DOVENMUEHLE MTG MORTG PYMT MYG PROPERTIES REAL ES 1521004679 021000029911825 PPD	($4,817.43)	$19,585.60
02/09/2026	8	Incoming Wire Transfer	$4,015.40	$23,601.00
02/09/2026	29	Wire Transfer Fee	($15.00)	$23,586.00
02/10/2026	8	Incoming Wire Transfer	$4,705.55	$28,291.55
02/10/2026	29	Wire Transfer Fee	($15.00)	$28,276.55
02/11/2026	8	Incoming Wire Transfer	$4,070.00	$32,346.55
02/11/2026	29	Wire Transfer Fee	($15.00)	$32,331.55
02/17/2026	93	Outgoing Wire Transfer	($5,000.00)	$27,331.55
02/17/2026	183	ACH Debit TOHO ONLINE PMT CARLOS NOBREGA TH02Y2LK 104000010860820 WEB	($78.60)	$27,252.95
02/17/2026	29	Wire Transfer Fee	($20.00)	$27,232.95
02/18/2026	8	Incoming Wire Transfer	$56,304.73	$83,537.68
02/18/2026	29	Wire Transfer Fee	($15.00)	$83,522.68
02/19/2026	93	Outgoing Wire Transfer	($25,000.00)	$58,522.68
02/19/2026	29	Wire Transfer Fee	($20.00)	$58,502.68
02/25/2026	8	Incoming Wire Transfer	$20,890.90	$79,393.58
02/25/2026	183	ACH Debit ACHMA VISB BILL PYMNT YGLESIO *SOUZA 8781774 021000028022721 WEB	($86.21)	$79,307.37
02/25/2026	144	Transfer to DDA Trsf Checking XX0890 To Checki ng XX2614 Credit card payment.	($4,263.07)	$75,044.30
02/25/2026	29	Wire Transfer Fee	($15.00)	$75,029.30
02/26/2026	183	ACH Debit Orlando Util ComPAYMENTS Silva De Souza,Yglesio 3336788722 021000023056970 WEB	($75.00)	$74,954.30
02/27/2026	93	Outgoing Wire Transfer	($25,000.00)	$49,954.30
02/27/2026	29	Wire Transfer Fee	($20.00)	$49,934.30
02/27/2026	360	Service Charge	($25.00)	$49,909.30
03/05/2026	183	ACH Debit	($61.23)	$49,848.07

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		AMERICAN INTEGRI PREM & PMT MY RENTALS MANAGEMENT 1772587 043000094830670 PPD		
03/05/2026	183	ACH Debit	($61.23)	$49,786.84
		AMERICAN INTEGRI PREM & PMT MY RENTALS AMP MANAGEM 1772588 043000094830671 PPD		
03/05/2026	183	ACH Debit	($64.14)	$49,722.70
		AMERICAN INTEGRI PREM & PMT MYG PROPERTIES REAL ES 1772589 043000094830672 PPD		
03/05/2026	183	ACH Debit	($229.73)	$49,492.97
		DUKEENERGY BILL PAY YGLESIO SOUZA 910182327467 021000021478551 WEB		
03/06/2026	8	Incoming Wire Transfer	$4,100.00	$53,592.97
03/06/2026	183	ACH Debit	($300.11)	$53,292.86
		WATERLEIGH PHASEWATERLEIGH MYG PROPERTIES REAL ES ST-O8J8Z6N0A9L5 091000014479370 WEB		
03/06/2026	183	ACH Debit	($718.00)	$52,574.86
		SOLARA RESORT HOAssn Dues MYG PORPERTIES REAL ST 64667592 122105989280119 WEB		
03/06/2026	183	ACH Debit	($4,158.68)	$48,416.18
		DOVENMUEHLE MTG MORTG PYMT MYG PROPERTIES REAL ES 1521004703 021000025102990 PPD		
03/06/2026	183	ACH Debit	($4,817.43)	$43,598.75
		DOVENMUEHLE MTG MORTG PYMT MYG PROPERTIES REAL ES 1521004679 021000025102989 PPD		
03/06/2026	29	Wire Transfer Fee	($15.00)	$43,583.75
03/10/2026	8	Incoming Wire Transfer	$3,906.13	$47,489.88
03/10/2026	29	Wire Transfer Fee	($15.00)	$47,474.88
03/16/2026	8	Incoming Wire Transfer	$93,228.08	$140,702.96
03/16/2026	93	Outgoing Wire Transfer	($32,985.00)	$107,717.96
03/16/2026	29	Wire Transfer Fee	($15.00)	$107,702.96
03/16/2026	29	Wire Transfer Fee	($20.00)	$107,682.96
03/17/2026	183	ACH Debit	($129.88)	$107,553.08
		TOHO ONLINE PMT CARLOS NOBREGA TH0321LM 104000011173496 WEB		
03/18/2026	8	Incoming Wire Transfer	$71,422.95	$178,976.03
03/18/2026	93	Outgoing Wire Transfer	($30,347.00)	$148,629.03
03/18/2026	29	Wire Transfer Fee	($15.00)	$148,614.03
03/18/2026	29	Wire Transfer Fee	($20.00)	$148,594.03
03/25/2026	93	Outgoing Wire Transfer	($60,000.00)	$88,594.03
03/25/2026	183	ACH Debit	($116.49)	$88,477.54

		ACHMA VISB BILL PYMNT YGLESIO *SOUZA 8718302 021000028776985 WEB		
03/25/2026	144	Transfer to DDA Trsf Checking XX0890 To Checki ng XX2614 Credit card payment.	($104.20)	$88,373.34
03/25/2026	29	Wire Transfer Fee	($20.00)	$88,353.34
03/31/2026	360	Service Charge	($25.00)	$88,328.34
04/02/2026	46	Book Transfer - Credit	$22,856.85	$111,185.19
04/02/2026	183	ACH Debit DUKEENERGY BILL PAY YGLESIO SOUZA 910182327467 021000028701501 WEB	($386.11)	$110,799.08
04/06/2026	183	ACH Debit AMERICAN INTEGRI PREM & PMT MY RENTALS MANAGEMENT 1795182 043000096099823 PPD	($61.23)	$110,737.85
04/06/2026	183	ACH Debit AMERICAN INTEGRI PREM & PMT MY RENTALS AMP MANAGEM 1795183 043000096099824 PPD	($61.23)	$110,676.62
04/06/2026	183	ACH Debit AMERICAN INTEGRI PREM & PMT MYG PROPERTIES REAL ES 1795184 043000096099825 PPD	($64.14)	$110,612.48
04/06/2026	183	ACH Debit WATERLEIGH PHASEWATERLEIGH MYG PROPERTIES REAL ES ST-O2U6G7L9P9Y7 091000010669236 WEB	($300.11)	$110,312.37
04/06/2026	183	ACH Debit DOVENMUEHLE MTG MORTG PYMT MYG PROPERTIES REAL ES 1521004703 021000029520587 PPD	($4,158.68)	$106,153.69
04/06/2026	183	ACH Debit DOVENMUEHLE MTG MORTG PYMT MYG PROPERTIES REAL ES 1521004679 021000029520586 PPD	($4,817.43)	$101,336.26
04/07/2026	183	ACH Debit COVE AT NONA SOUAssn Dues MYG PROPERTIES REAL ES 65626090 122105987762572 WEB	($598.95)	$100,737.31
04/07/2026	183	ACH Debit SOLARA RESORT HOAssn Dues MYG PORPERTIES REAL ST 65710100 122105987788677 WEB	($718.00)	$100,019.31
04/08/2026	8	Incoming Wire Transfer	$5,401.21	$105,420.52
04/08/2026	29	Wire Transfer Fee	($15.00)	$105,405.52
04/13/2026	8	Incoming Wire Transfer	$4,100.00	$109,505.52
04/13/2026	29	Wire Transfer Fee	($15.00)	$109,490.52
04/16/2026	183	ACH Debit	($129.88)	$109,360.64

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		TOHO ONLINE PMT CARLOS NOBREGA TH034UGO 104000011927785 WEB		
04/21/2026	8	Incoming Wire Transfer	$1,250.00	$110,610.64
04/21/2026	29	Wire Transfer Fee	($15.00)	$110,595.64
04/23/2026	183	ACH Debit ACHMA VISB BILL PYMNT YGLESIO *SOUZA 8652270 021000027607767 WEB	($111.49)	$110,484.15
04/24/2026	183	ACH Debit DUKEENERGY BILL PAY YGLESIO SOUZA 910182327467 021000024600712 WEB	($15.88)	$110,468.27
04/30/2026	8	Incoming Wire Transfer	$2,625.00	$113,093.27
04/30/2026	29	Wire Transfer Fee	($15.00)	$113,078.27
05/04/2026	183	ACH Debit COVE AT NONA SOUAssn Dues MYG PROPERTIES REAL ES 66433898 122105985365607 WEB	($255.00)	$112,823.27
05/06/2026	183	ACH Debit AMERICAN INTEGRI PREM & PMT MY RENTALS MANAGEMENT 1816972 043000095529754 PPD	($61.23)	$112,762.04
05/06/2026	183	ACH Debit AMERICAN INTEGRI PREM & PMT MY RENTALS AMP MANAGEM 1816973 043000095529755 PPD	($61.23)	$112,700.81
05/06/2026	183	ACH Debit AMERICAN INTEGRI PREM & PMT MYG PROPERTIES REAL ES 1816974 043000095529756 PPD	($64.14)	$112,636.67
05/06/2026	183	ACH Debit WATERLEIGH PHASEWATERLEIGH MYG PROPERTIES REAL ES ST-M7K5V0N9U9E6 091000018501307 WEB	($300.11)	$112,336.56
05/06/2026	183	ACH Debit DUKEENERGY BILL PAY YGLESIO SOUZA 910182327467 021000024539486 WEB	($702.82)	$111,633.74
05/06/2026	183	ACH Debit SOLARA RESORT HOAssn Dues MYG PORPERTIES REAL ST 66641716 122105987274398 WEB	($718.00)	$110,915.74
05/06/2026	183	ACH Debit DOVENMUEHLE MTG MORTG PYMT MYG PROPERTIES REAL ES 1521004703 021000021348330 PPD	($4,158.68)	$106,757.06
05/06/2026	183	ACH Debit	($4,817.43)	$101,939.63

		DOVENMUEHLE MTG MORTG PYMT MYG PROPERTIES REAL ES 1521004679 021000021348329 PPD		
05/07/2026	8	Incoming Wire Transfer	$4,100.00	$106,039.63
05/07/2026	29	Wire Transfer Fee	($15.00)	$106,024.63
05/08/2026	8	Incoming Wire Transfer	$5,798.48	$111,823.11
05/08/2026	93	Outgoing Wire Transfer	($12,370.00)	$99,453.11
05/08/2026	29	Wire Transfer Fee	($15.00)	$99,438.11
05/08/2026	29	Wire Transfer Fee	($20.00)	$99,418.11
05/13/2026	163	ACH Credit PAYMENTS MY EMPREENDIMENT MYG Properties Real Es PMT 7441244 CCD	$60,417.63	$159,835.74
05/18/2026	183	ACH Debit TOHO ONLINE PMT CARLOS NOBREGA TH037O9K 104000012961739 WEB	($253.72)	$159,582.02
05/22/2026	183	ACH Debit ACHMA VISB BILL PYMNT YGLESIO *SOUZA 8961925 021000020491262 WEB	($111.37)	$159,470.65
05/26/2026	163	ACH Credit PAYMENTS MY EMPREENDIMENT MYG Properties Real Es PMT 7513985 CCD	$39,278.62	$198,749.27
05/28/2026	163	ACH Credit PAYMENTS MY EMPREENDIMENT MYG Properties Real Es PMT 7533004 CCD	$39,179.51	$237,928.78
06/01/2026	163	ACH Credit PAYMENTS MY EMPREENDIMENT MYG Properties Real Es PMT 7552354 CCD	$11,755.60	$249,684.38
06/01/2026	163	ACH Credit PAYMENTS MY EMPREENDIMENT MYG Properties Real Es PMT 7552355 CCD	$46,971.65	$296,656.03
06/01/2026	8	Incoming Wire Transfer	$2,525.00	$299,181.03
06/01/2026	93	Outgoing Wire Transfer	($100,000.00)	$199,181.03
06/01/2026	29	Wire Transfer Fee	($15.00)	$199,166.03
06/01/2026	29	Wire Transfer Fee	($20.00)	$199,146.03
06/02/2026	163	ACH Credit PAYMENTS MY EMPREENDIMENT MYG Properties Real Es PMT 7562805 CCD	$117,940.24	$317,086.27
06/02/2026	183	ACH Debit COVE AT NONA SOUAssn Dues MYG PROPERTIES REAL ES 67240195 122105989405488 WEB	($255.00)	$316,831.27
06/03/2026	141	Transfer from DDA	$2,100.00	$318,931.27

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		Trsf Checking XX9856 To Checki ng XX0890 Funds Transfer via M		
06/03/2026	183	ACH Debit DUKEENERGY BILL PAY YGLESIO SOUZA 910182327467 021000028002390 WEB	($723.96)	$318,207.31
06/04/2026	93	Outgoing Wire Transfer	($4,124.00)	$314,083.31
06/04/2026	29	Wire Transfer Fee	($20.00)	$314,063.31
06/05/2026	183	ACH Debit AMERICAN INTEGRI PREM & PMT MY RENTALS MANAGEMENT 1841112 043000095371471 PPD	($61.23)	$314,002.08
06/05/2026	183	ACH Debit AMERICAN INTEGRI PREM & PMT MY RENTALS AMP MANAGEM 1841113 043000095371472 PPD	($61.23)	$313,940.85
06/05/2026	183	ACH Debit AMERICAN INTEGRI PREM & PMT MYG PROPERTIES REAL ES 1841114 043000095371473 PPD	($64.14)	$313,876.71
06/08/2026	163	ACH Credit PAYMENTS MY EMPREENDIMENT MYG Properties Real Es PMT 7594917 CCD	$47,722.03	$361,598.74
06/08/2026	163	ACH Credit PAYMENTS MY EMPREENDIMENT MYG Properties Real Es PMT 7587650 CCD	$115,059.27	$476,658.01
06/08/2026	8	Incoming Wire Transfer	$4,721.44	$481,379.45
06/08/2026	183	ACH Debit WATERLEIGH PHASEWATERLEIGH MYG PROPERTIES REAL ES ST-U4W8P8X4R2V8 111000024855603 WEB	($300.11)	$481,079.34
06/08/2026	183	ACH Debit SOLARA RESORT HOAssn Dues MYG PORPERTIES REAL ST 67456411 122105984814858 WEB	($718.00)	$480,361.34
06/08/2026	183	ACH Debit DOVENMUEHLE MTG MORTG PYMT MYG PROPERTIES REAL ES 1521004703 021000020376123 PPD	($4,158.68)	$476,202.66
06/08/2026	183	ACH Debit DOVENMUEHLE MTG MORTG PYMT MYG PROPERTIES REAL ES 1521004679 021000020376122 PPD	($4,817.43)	$471,385.23
06/08/2026	29	Wire Transfer Fee	($15.00)	$471,370.23
06/09/2026	163	ACH Credit	$54,000.00	$525,370.23

		PAYMENTS MY EMPREENDIMENT MYG Properties Real Es PMT 7605788 CCD		
06/09/2026	8	Incoming Wire Transfer	$20,881.63	$546,251.86
06/09/2026	29	Wire Transfer Fee	($15.00)	$546,236.86
06/10/2026	141	Transfer from DDA Trsf Checking XX5280 To Checki ng XX0890 Funds Transfer via M	$3,500.00	$549,736.86
06/10/2026	141	Transfer from DDA Trsf Checking XX5280 To Checki ng XX0890 Funds Transfer via M	$185,000.00	$734,736.86
06/10/2026	46	Book Transfer - Credit	$9,457.96	$744,194.82
06/10/2026	144	Transfer to DDA Trsf Checking XX0890 To Checki ng XX5280 Funds Transfer via M	($7,000.00)	$737,194.82
06/11/2026	93	Outgoing Wire Transfer	($728,971.11)	$8,223.71
06/11/2026	29	Wire Transfer Fee	($65.00)	$8,158.71
06/12/2026	46	Book Transfer - Credit	$19,271.26	$27,429.97
06/15/2026	183	ACH Debit TOHO ONLINE PMT CARLOS NOBREGA TH03AELL 104000010482832 WEB	($160.84)	$27,269.13
06/18/2026	183	ACH Debit OscarHealth PURCHASE MYG Properties Real Es 021214894583302 WEB	($136.29)	$27,132.84
06/22/2026	183	ACH Debit ACHMA VISB BILL PYMNT YGLESIO *SOUZA 9448136 021000020645844 WEB	($111.39)	$27,021.45
06/24/2026	183	ACH Debit ORANGE INSURANCE INS PREM MYG PROPERTIES REAL:ES OID0007773MY RE 263179800001574 PPD	($526.24)	$26,495.21
06/24/2026	144	Transfer to DDA Trsf Checking XX0890 To Checki ng XX5280 Funds Transfer via M	($5,000.00)	$21,495.21
06/25/2026	144	Transfer to DDA Trsf Checking XX0890 To Checki ng XX9856 Funds Transfer via M	($58.66)	$21,436.55
06/25/2026	144	Transfer to DDA Trsf Checking XX0890 To Checki ng XX9856 Funds Transfer via M	($1,855.00)	$19,581.55
06/26/2026	46	Book Transfer - Credit	$11,344.46	$30,926.01
06/26/2026	93	Outgoing Wire Transfer	($3,000.00)	$27,926.01
06/26/2026	29	Wire Transfer Fee	($20.00)	$27,906.01
06/30/2026	8	Incoming Wire Transfer	$2,525.00	$30,431.01
06/30/2026	29	Wire Transfer Fee	($15.00)	$30,416.01
07/03/2026	183	ACH Debit TOHO ONLINE PMT MYG PROPERTIES REAL ES TH03B9YD 104000015857016 WEB	($255.00)	$30,161.01
07/03/2026	183	ACH Debit	($751.40)	$29,409.61

			DUKEENERGY BILL PAY YGLESIO SOUZA 910182327467 021000021248347 WEB		
07/06/2026		183	ACH Debit WATERLEIGH PHASEWATERLEIGH MYG PROPERTIES REAL ES ST-X2S7J8C8Z2O9 111000029356506 WEB	($300.11)	$29,109.50
07/06/2026		183	ACH Debit DOVENMUEHLE MTG MORTG PYMT MYG PROPERTIES REAL ES 1521004703 021000028571675 PPD	($4,158.68)	$24,950.82
07/06/2026		183	ACH Debit DOVENMUEHLE MTG MORTG PYMT MYG PROPERTIES REAL ES 1521004679 021000028571674 PPD	($4,817.43)	$20,133.39
07/07/2026		183	ACH Debit AMERICAN INTEGRI PREM & PMT MY RENTALS MANAGEMENT 1864887 043000090933476 PPD	($61.23)	$20,072.16
07/07/2026		183	ACH Debit AMERICAN INTEGRI PREM & PMT MY RENTALS AMP MANAGEM 1864888 043000090933477 PPD	($61.23)	$20,010.93
07/07/2026		183	ACH Debit AMERICAN INTEGRI PREM & PMT MYG PROPERTIES REAL ES 1864889 043000090933478 PPD	($64.14)	$19,946.79
07/07/2026		183	ACH Debit SOLARA RESORT HOAssn Dues MYG PORPERTIES REAL ST 68491637 122105985084499 WEB	($718.00)	$19,228.79
07/09/2026	951000242	920	Memo Credit IT From:LEE GENERAL SERVICES LLC	$5,024.17	$24,252.96
07/09/2026	951000242	980	Memo Debit WIRE TRANSFER FEE	($15.00)	$24,237.96

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MY RENTALS AND MANAGEMENT LLC
Rua Das Letras, Quadra 2 Casa 11
Cohafuma,
Sao Luis MA 65074-780
BRAZIL

Account Number:	XXXXXXXXXXXX5280
Interest Rate:	0.000000 %
Previous Statement Balance:	$10,618.74
Average Balance:	$11,294.06
Date Range:	08/19/2025-07/09/2026

Date	Check #	Tran Code	Description	Amount	Balance
08/22/2025		46	Book Transfer - Credit	$4,510.45	$4,510.45
09/02/2025	2075344298	20	Deposit	$2,508.99	$7,019.44
09/02/2025		183	ACH Debit WEB_PAY DUKEENERGYCORPOR 1114804582 56789812082925 CCD	($400.00)	$6,619.44
09/03/2025		183	ACH Debit Southlake Util Payment MY RENTALS AND MANAGEM 2868011-0000028 063112147498770 PPD	($85.00)	$6,534.44
09/04/2025		183	ACH Debit AMERICAN INTEGRIPREM & PMT MY RENTALS AND MANAGEM 1639215 043000099469132 TEL	($160.11)	$6,374.33
09/04/2025		183	ACH Debit AMERICAN INTEGRI PREM & PMT MY RENTALS AND MANAGEM 1639214 043000099468961 PPD	($382.40)	$5,991.93
09/05/2025		46	Book Transfer - Credit	$57,849.16	$63,841.09
09/08/2025		8	Incoming Wire Transfer	$6,210.00	$70,051.09
09/08/2025		29	Wire Transfer Fee	($15.00)	$70,036.09
09/09/2025		93	Outgoing Wire Transfer	($1,000.00)	$69,036.09
09/09/2025		29	Wire Transfer Fee	($20.00)	$69,016.09
09/11/2025		46	Book Transfer - Credit	$54,764.00	$123,780.09
09/11/2025		46	Book Transfer - Credit	$72,725.79	$196,505.88
09/12/2025		46	Book Transfer - Credit	$101,049.20	$297,555.08
09/15/2025		93	Outgoing Wire Transfer	($1,000.00)	$296,555.08
09/15/2025		29	Wire Transfer Fee	($20.00)	$296,535.08
09/18/2025		46	Book Transfer - Credit	$167,092.72	$463,627.80
09/23/2025		141	Transfer from DDA Trsf Checking XX0890 To Checking XX5280 Funds Transfer via M	$56,000.00	$519,627.80
09/23/2025		144	Transfer to DDA	($1,600.00)	$518,027.80

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		Trsf Checking XX5280 To Checki ng XX9856 Funds Transfer via M		
09/24/2025	93	Outgoing Wire Transfer	($510,902.55)	$7,125.25
09/24/2025	29	Wire Transfer Fee	($65.00)	$7,060.25
10/02/2025	183	ACH Debit AMERICAN INTEGRI PREM & PMT MY RENTALS AND MANAGEM 1665560 043000093852160 PPD	($74.64)	$6,985.61
10/02/2025	183	ACH Debit AMERICAN INTEGRI PREM & PMT MY RENTALS AND MANAGEM 1665552 043000093852154 PPD	($197.17)	$6,788.44
10/02/2025	183	ACH Debit WINDSOR CAY RESOAssn Dues MY RENTALS AND MANAGEM 59678226 122105989554620 WEB	($409.00)	$6,379.44
10/06/2025	46	Book Transfer - Credit	$18,464.77	$24,844.21
10/06/2025	183	ACH Debit DUKEENERGY BILL PAY JULIANA MOYSES 910189132896 021000026562117 WEB	($116.96)	$24,727.25
10/06/2025	183	ACH Debit AMERICAN INTEGRI PREM & PMT MY RENTALS AMP MANAGEM 1667758 043000093104375 PPD	($473.64)	$24,253.61
10/15/2025	46	Book Transfer - Credit	$72,115.69	$96,369.30
10/17/2025	46	Book Transfer - Credit	$36,081.59	$132,450.89
10/24/2025	183	ACH Debit AMERICAN INTEGRI PREM & PMT MY RENTALS AND MANAGEM 1684827 043000098591761 PPD	($2,140.17)	$130,310.72
10/28/2025	141	Transfer from DDA Trsf Checking XX9209 To Checki ng XX5280 Funds Transfer via M	$27,778.19	$158,088.91
10/28/2025	141	Transfer from DDA Trsf Checking XX0890 To Checki ng XX5280 Funds Transfer via M	$140,000.01	$298,088.92
10/29/2025	93	Outgoing Wire Transfer	($278,658.50)	$19,430.42
10/29/2025	29	Wire Transfer Fee	($20.00)	$19,410.42
10/31/2025	183	ACH Debit DUKEENERGY BILL PAY YGLESIO SOUZA 910191053742 021000028398194 WEB	($325.00)	$19,085.42
10/31/2025	360	Service Charge	($25.00)	$19,060.42
11/03/2025	183	ACH Debit Southlake Util Payment Yglesio Moises 2950511-0000029 063112149606356 PPD	($41.25)	$19,019.17
11/03/2025	183	ACH Debit	($74.64)	$18,944.53

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		AMERICAN INTEGRI PREM & PMT MY RENTALS AND MANAGEM 1691511 043000098503898 PPD		
11/03/2025	183	ACH Debit	($200.79)	$18,743.74
		AMERICAN INTEGRI PREM & PMT MY RENTALS AND MANAGEM 1691490 043000098503878 PPD		
11/03/2025	183	ACH Debit	($211.08)	$18,532.66
		AMERICAN INTEGRI PREM & PMT MY RENTALS AMP MANAGEM 1691540 043000098503926 PPD		
11/04/2025	8	Incoming Wire Transfer	$2,500.00	$21,032.66
11/04/2025	183	ACH Debit	($409.00)	$20,623.66
		WINDSOR CAY RESOAssn Dues MY RENTALS AND MANAGEM 60600227 122105980724539 WEB		
11/04/2025	29	Wire Transfer Fee	($15.00)	$20,608.66
11/05/2025	183	ACH Debit	($303.45)	$20,305.21
		DUKEENERGY BILL PAY JULIANA MOYSES 910189132896 021000027872425 WEB		
11/12/2025	141	Transfer from DDA	$44.57	$20,349.78
		Trsf Checking XX9209 To Checki ng XX5280 Funds Transfer via M		
11/28/2025	360	Service Charge	($25.00)	$20,324.78
12/02/2025	183	ACH Debit	($74.64)	$20,250.14
		AMERICAN INTEGRI PREM & PMT MY RENTALS AND MANAGEM 1713398 043000095182749 PPD		
12/02/2025	183	ACH Debit	($200.79)	$20,049.35
		AMERICAN INTEGRI PREM & PMT MY RENTALS AND MANAGEM 1713391 043000095182746 PPD		
12/02/2025	183	ACH Debit	($211.08)	$19,838.27
		AMERICAN INTEGRI PREM & PMT MY RENTALS AMP MANAGEM 1713411 043000095182756 PPD		
12/02/2025	183	ACH Debit	($409.00)	$19,429.27
		WINDSOR CAY RESOAssn Dues MY RENTALS AND MANAGEM 61374130 122105988129728 WEB		
12/03/2025	8	Incoming Wire Transfer	$2,500.00	$21,929.27
12/03/2025	183	ACH Debit	($189.00)	$21,740.27
		MAINT PYMT Wellness Ridge H My Rentals & Managemen AP0114705535 CCD		
12/03/2025	29	Wire Transfer Fee	($15.00)	$21,725.27
12/04/2025	183	ACH Debit	($174.42)	$21,550.85

		DUKEENERGY BILL PAY YGLESIO SOUZA 910191053742 021000026806164 WEB		
12/04/2025	183	ACH Debit	($335.05)	$21,215.80
		DUKEENERGY BILL PAY JULIANA MOYSES 910189132896 021000026799801 WEB		
12/08/2025	183	ACH Debit SOLARA RESORT HOAssn Dues MY RENTALS AND MANAGEM 61611206 122105983191435 WEB	($718.00)	$20,497.80
12/08/2025	183	ACH Debit DOVENMUEHLE MTG MORTG PYMT MY RENTALS & MANAGEMEN 1521005338 021000029881929 PPD	($6,369.54)	$14,128.26
12/22/2025	183	ACH Debit Southlake Utilit UB4 BILL MY RENTALS AND MANAGEM 000144573758 086300017297940 PPD	($23.46)	$14,104.80
12/31/2025	360	Service Charge	($25.00)	$14,079.80
01/02/2026	183	ACH Debit DUKEENERGY BILL PAY YGLESIO SOUZA 910191053742 021000025225707 WEB	($268.50)	$13,811.30
01/02/2026	183	ACH Debit DUKEENERGY BILL PAY JULIANA MOYSES 910189132896 021000025228568 WEB	($524.37)	$13,286.93
01/05/2026	183	ACH Debit AMERICAN INTEGRI PREM & PMT MY RENTALS AND MANAGEM 1732519 043000093199387 PPD	($74.64)	$13,212.29
01/05/2026	183	ACH Debit MAINT PYMT Wellness Ridge H My Rentals & Managemen AP0115705535 CCD	($174.00)	$13,038.29
01/05/2026	183	ACH Debit AMERICAN INTEGRI PREM & PMT MY RENTALS AND MANAGEM 1732514 043000093199382 PPD	($200.79)	$12,837.50
01/05/2026	183	ACH Debit AMERICAN INTEGRI PREM & PMT MY RENTALS AMP MANAGEM 1732527 043000093199394 PPD	($211.08)	$12,626.42
01/05/2026	183	ACH Debit WINDSOR CAY RESOAssn Dues MY RENTALS AND MANAGEM 62387636 122105983869615 WEB	($457.00)	$12,169.42

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01/06/2026	8	Incoming Wire Transfer	$2,500.00	$14,669.42
01/06/2026	183	ACH Debit WINTER GARDEN UTWINTER GAR YGLESIO SOUZA ST-W7X6J1E1Y9L3 091000018776064 WEB	($253.27)	$14,416.15
01/06/2026	183	ACH Debit SOLARA RESORT HOAssn Dues MY RENTALS AND MANAGEM 62728095 122105986670420 WEB	($718.00)	$13,698.15
01/06/2026	183	ACH Debit DOVENMUEHLE MTG MORTG PYMT MY RENTALS & MANAGEMEN 1521005338 021000024616988 PPD	($6,369.54)	$7,328.61
01/06/2026	29	Wire Transfer Fee	($15.00)	$7,313.61
01/08/2026	46	Book Transfer - Credit	$72,752.58	$80,066.19
01/09/2026	8	Incoming Wire Transfer	$4,136.69	$84,202.88
01/09/2026	29	Wire Transfer Fee	($15.00)	$84,187.88
01/12/2026	8	Incoming Wire Transfer	$4,112.95	$88,300.83
01/12/2026	46	Book Transfer - Credit	$14,602.84	$102,903.67
01/12/2026	29	Wire Transfer Fee	($15.00)	$102,888.67
01/16/2026	46	Book Transfer - Credit	$51,244.33	$154,133.00
01/20/2026	8	Incoming Wire Transfer	$67,185.39	$221,318.39
01/20/2026	183	ACH Debit ACCT INTEGRATORSAssn Dues Yglesio Souza 72808 113024160016098 WEB	($2.99)	$221,315.40
01/20/2026	183	ACH Debit DUKEENERGYCORPOR WEB_PAY 1114964912 63069635011526 021000029576691 PPD	($128.52)	$221,186.88
01/20/2026	183	ACH Debit Winter Grove HomOnlinePay Yglesio Souza 72808 063292850000464 WEB	($275.00)	$220,911.88
01/20/2026	29	Wire Transfer Fee	($15.00)	$220,896.88
01/21/2026	46	Book Transfer - Credit	$76,817.72	$297,714.60
01/21/2026	183	ACH Debit Southlake Utilit UB4 BILL MY RENTALS AND MANAGEM 000144573758 086300019630621 PPD	($27.70)	$297,686.90
01/26/2026	141	Transfer from DDA Trsf Checking XX0890 To Checki ng XX5280 Funds Transfer via M	$170,000.00	$467,686.90
01/26/2026	8	Incoming Wire Transfer	$12,250.00	$479,936.90
01/26/2026	46	Book Transfer - Credit	$14,890.49	$494,827.39
01/26/2026	93	Outgoing Wire Transfer	($206,079.25)	$288,748.14
01/26/2026	93	Outgoing Wire Transfer	($256,079.25)	$32,668.89
01/26/2026	29	Wire Transfer Fee	($15.00)	$32,653.89
01/26/2026	29	Wire Transfer Fee	($20.00)	$32,633.89
01/26/2026	29	Wire Transfer Fee	($65.00)	$32,568.89
01/27/2026	144	Transfer to DDA Trsf Checking XX5280 To Checki ng XX0890 Funds Transfer via M	($10,000.00)	$22,568.89

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01/28/2026	93	Outgoing Wire Transfer	($4,800.00)	$17,768.89
01/28/2026	29	Wire Transfer Fee	($20.00)	$17,748.89
02/02/2026	8	Incoming Wire Transfer	$2,500.00	$20,248.89
02/02/2026	29	Wire Transfer Fee	($15.00)	$20,233.89
02/03/2026	8	Incoming Wire Transfer	$10,000.00	$30,233.89
02/03/2026	183	ACH Debit ACCT INTEGRATORSAssn Dues MY RENTALS AND MANAGEM 74071 044000022996314 WEB	($1.99)	$30,231.90
02/03/2026	183	ACH Debit AMERICAN INTEGRI PREM & PMT MY RENTALS AND MANAGEM 1751357 043000092459849 PPD	($74.64)	$30,157.26
02/03/2026	183	ACH Debit MAINT PYMT Wellness Ridge H My Rentals & Managemen AP0116705535 CCD	($174.00)	$29,983.26
02/03/2026	183	ACH Debit AMERICAN INTEGRI PREM & PMT MY RENTALS AND MANAGEM 1751337 043000092459830 PPD	($200.79)	$29,782.47
02/03/2026	183	ACH Debit AMERICAN INTEGRI PREM & PMT MY RENTALS AMP MANAGEM 1751393 043000092459883 PPD	($211.08)	$29,571.39
02/03/2026	183	ACH Debit Winter Grove HomOnlinePay MY RENTALS AND MANAGEM 74071 063292850003549 WEB	($240.00)	$29,331.39
02/03/2026	183	ACH Debit WINDSOR CAY RESOAssn Dues MY RENTALS AND MANAGEM 63568182 122105986090202 WEB	($457.00)	$28,874.39
02/03/2026	29	Wire Transfer Fee	($15.00)	$28,859.39
02/05/2026	183	ACH Debit WINTER GARDEN UTWINTER GAR YGLESIO SOUZA ST-C1I2L5P1J9R3 111000023408806 WEB	($197.76)	$28,661.63
02/05/2026	183	ACH Debit DUKEENERGY BILL PAY YGLESIO SOUZA 910191053742 021000029578414 WEB	($558.67)	$28,102.96
02/05/2026	183	ACH Debit DUKEENERGY BILL PAY JULIANA MOYSES 910189132896 021000029573256 WEB	($777.84)	$27,325.12
02/06/2026	183	ACH Debit	($155.22)	$27,169.90

		AMERICAN INTEGRI PREM & PMT MY RENTALS AND MANAGEM 1753935 043000099272361 PPD		
02/06/2026	183	ACH Debit	($155.22)	$27,014.68
		AMERICAN INTEGRI PREM & PMT MY RENTALS AND MANAGEM 1753936 043000099272362 PPD		
02/06/2026	183	ACH Debit	($441.86)	$26,572.82
		TOHO ONLINE PMT MY RENTALS AND MANAGEM TH02X6A6 104000018826006 WEB		
02/06/2026	183	ACH Debit	($718.00)	$25,854.82
		SOLARA RESORT HOAssn Dues MY RENTALS AND MANAGEM 63812249 122105982465691 WEB		
02/06/2026	183	ACH Debit	($5,119.71)	$20,735.11
		DOVENMUEHLE MTG MORTG PYMT MY RENTALS & MANAGEMEN 1521005338 021000029911834 PPD		
02/09/2026	8	Incoming Wire Transfer	$8,337.14	$29,072.25
02/09/2026	29	Wire Transfer Fee	($15.00)	$29,057.25
02/23/2026	183	ACH Debit	($13.98)	$29,043.27
		Southlake Utilit UB4 BILL MY RENTALS AND MANAGEM 000144573758 086300017609383 PPD		
02/27/2026	360	Service Charge	($25.00)	$29,018.27
03/02/2026	183	ACH Debit	($74.64)	$28,943.63
		AMERICAN INTEGRI PREM & PMT MY RENTALS AND MANAGEM 1768830 043000094209791 PPD		
03/02/2026	183	ACH Debit	($200.79)	$28,742.84
		AMERICAN INTEGRI PREM & PMT MY RENTALS AND MANAGEM 1768810 043000094209771 PPD		
03/02/2026	183	ACH Debit	($211.08)	$28,531.76
		AMERICAN INTEGRI PREM & PMT MY RENTALS AMP MANAGEM 1768876 043000094209836 PPD		
03/03/2026	8	Incoming Wire Transfer	$2,500.00	$31,031.76
03/03/2026	183	ACH Debit	($1.99)	$31,029.77
		ACCT INTEGRATORSAssn Dues MY RENTALS AND MANAGEM 77832 044000025565438 WEB		
03/03/2026	183	ACH Debit	($174.00)	$30,855.77
		MAINT PYMT Wellness Ridge H My Rentals & Managemen AP0117705535 CCD		
03/03/2026	183	ACH Debit	($240.00)	$30,615.77

		Winter Grove HomOnlinePay MY RENTALS AND MANAGEM 77832 063292850003841 WEB		
03/03/2026	183	ACH Debit WINDSOR CAY RESOAssn Dues MY RENTALS AND MANAGEM 64423027 122105981582416 WEB	($457.00)	$30,158.77
03/03/2026	29	Wire Transfer Fee	($15.00)	$30,143.77
03/04/2026	163	ACH Credit ACH Pmt QUICK RENT PROPE MY RENTALS AND MANAGEM 11209427176 CCD	$5,072.02	$35,215.79
03/05/2026	183	ACH Debit DUKEENERGY BILL PAY JULIANA MOYSES 910189132896 021000021488612 WEB	($540.82)	$34,674.97
03/05/2026	183	ACH Debit DUKEENERGY BILL PAY YGLESIO SOUZA 910191053742 021000021478552 WEB	($710.81)	$33,964.16
03/06/2026	183	ACH Debit SOLARA RESORT HOAssn Dues MY RENTALS AND MANAGEM 64667696 122105989280223 WEB	($718.00)	$33,246.16
03/06/2026	183	ACH Debit DOVENMUEHLE MTG MORTG PYMT MY RENTALS & MANAGEMEN 1521005338 021000025102998 PPD	($5,119.71)	$28,126.45
03/09/2026	8	Incoming Wire Transfer	$9,508.54	$37,634.99
03/09/2026	29	Wire Transfer Fee	($15.00)	$37,619.99
03/10/2026	183	ACH Debit Orlando Util ComPAYMENTS Silva De Souza,Yglesio 3336788722 021000023644707 WEB	($50.00)	$37,569.99
03/11/2026	183	ACH Debit WINTER GARDEN UTWINTER GAR YGLESIO SOUZA ST-V2E2D7U9P4O1 091000012284074 WEB	($212.12)	$37,357.87
03/13/2026	183	ACH Debit PL*PAYLEASE WEB PMTS MY RENTALS LLC LLC 6BNRL8 111924681095160 WEB	($2.95)	$37,354.92
03/13/2026	183	ACH Debit PL*PAYLEASE WEB PMTS My Rentals and Managem BBNRL8 111924681095164 WEB	($2.95)	$37,351.97
03/13/2026	183	ACH Debit	($259.37)	$37,092.60

		PL*WinterHavenMaWEB PMTS My Rentals and Managem 1LPRL8 111924681096364 WEB		
03/13/2026	183	ACH Debit	($259.37)	$36,833.23
		PL*WinterHavenMaWEB PMTS MY RENTALS LLC LLC 2LPRL8 111924681096365 WEB		
03/17/2026	183	ACH Debit	($117.06)	$36,716.17
		TOHO ONLINE PMT MY RENTALS AND MANAGEM TH0321K6 104000011173545 WEB		
03/19/2026	183	ACH Debit	($50.00)	$36,666.17
		Orlando Util ComPAYMENTS Silva De Souza,Yglesio 3336788722 021000028252673 WEB		
03/23/2026	8	Incoming Wire Transfer	$61,740.94	$98,407.11
03/23/2026	183	ACH Debit	($42.54)	$98,364.57
		Southlake Utilit UB4 BILL MY RENTALS AND MANAGEM 000144573758 086300010404109 PPD		
03/23/2026	29	Wire Transfer Fee	($15.00)	$98,349.57
03/31/2026	183	ACH Debit	($20.00)	$98,329.57
		Orlando Util ComPAYMENTS Silva De Souza,Yglesio 3336788722 021000025551457 WEB		
03/31/2026	183	ACH Debit	($6,230.15)	$92,099.42
		TAX COLL. LAKE COUNTY MY RENTALS AND MANAGEM T5615947627 CCD		
03/31/2026	360	Service Charge	($25.00)	$92,074.42
04/01/2026	163	ACH Credit	$1,900.00	$93,974.42
		NFCU ACH P2P MY RENTALS AND MANAGEM DARLINE THELUSM 256074973990956 WEB		
04/02/2026	183	ACH Debit	($1.99)	$93,972.43
		ACCT INTEGRATORSAssn Dues MY RENTALS AND MANAGEM 80518 044000024769112 WEB		
04/02/2026	183	ACH Debit	($2.95)	$93,969.48
		PL*PAYLEASE WEB PMTS my rentals & manag SCBDN8 111924682604940 WEB		
04/02/2026	183	ACH Debit	($2.95)	$93,966.53
		PL*PAYLEASE WEB PMTS my rental & manage TCBDN8 111924682604941 WEB		
04/02/2026	183	ACH Debit	($74.64)	$93,891.89

		AMERICAN INTEGRI PREM & PMT MY RENTALS AND MANAGEM 1793101 043000095653961 PPD		
04/02/2026	183	ACH Debit PL*WinterHavenMaWEB PMTS my rentals & manag CDBDN8 111924682604958 WEB	($104.42)	$93,787.47
04/02/2026	183	ACH Debit PL*WinterHavenMaWEB PMTS my rental & manage DDBDN8 111924682604959 WEB	($104.42)	$93,683.05
04/02/2026	183	ACH Debit AMERICAN INTEGRI PREM & PMT MY RENTALS AND MANAGEM 1793096 043000095653956 PPD	($200.79)	$93,482.26
04/02/2026	183	ACH Debit AMERICAN INTEGRI PREM & PMT MY RENTALS AMP MANAGEM 1793111 043000095653969 PPD	($211.08)	$93,271.18
04/02/2026	183	ACH Debit Winter Grove HomOnlinePay MY RENTALS AND MANAGEM 80518 063292850002498 WEB	($240.00)	$93,031.18
04/02/2026	183	ACH Debit WINDSOR CAY RESOAssn Dues MY RENTALS AND MANAGEM 65401230 122105987201615 WEB	($457.00)	$92,574.18
04/02/2026	183	ACH Debit DUKEENERGY BILL PAY YGLESIO SOUZA 910191053742 021000028701502 WEB	($727.62)	$91,846.56
04/02/2026	183	ACH Debit DUKEENERGY BILL PAY JULIANA MOYSES 910189132896 021000028708069 WEB	($838.95)	$91,007.61
04/03/2026	8	Incoming Wire Transfer	$1,900.00	$92,907.61
04/03/2026	183	ACH Debit MAINT PYMT Wellness Ridge H My Rentals & Managemen AP0118705535 CCD	($174.00)	$92,733.61
04/03/2026	29	Wire Transfer Fee	($15.00)	$92,718.61
04/06/2026	183	ACH Debit DOVENMUEHLE MTG MORTG PYMT MY RENTALS & MANAGEMEN 1521005338 021000029520595 PPD	($6,734.25)	$85,984.36
04/07/2026	183	ACH Debit	($30.00)	$85,954.36

		Orlando Util ComPAYMENTS Silva De Souza,Yglesio 3336788722 021000025475377 WEB		
04/07/2026	183	ACH Debit WINTER GARDEN UTWINTER GAR YGLESIO SOUZA ST-V4U3D9X4T6P4 091000017004215 WEB	($86.06)	$85,868.30
04/07/2026	183	ACH Debit SOLARA RESORT HOAssn Dues MY RENTALS AND MANAGEM 65710203 122105987788784 WEB	($718.00)	$85,150.30
04/08/2026	8	Incoming Wire Transfer	$2,500.00	$87,650.30
04/08/2026	8	Incoming Wire Transfer	$14,510.14	$102,160.44
04/08/2026	29	Wire Transfer Fee	($15.00)	$102,145.44
04/08/2026	29	Wire Transfer Fee	($15.00)	$102,130.44
04/14/2026	183	ACH Debit Orlando Util ComPAYMENTS Silva De Souza,Yglesio 3336788722 021000024084362 WEB	($30.00)	$102,100.44
04/16/2026	183	ACH Debit TOHO ONLINE PMT MY RENTALS AND MANAGEM TH034VEW 104000011926816 WEB	($91.42)	$102,009.02
04/21/2026	183	ACH Debit Orlando Util ComPAYMENTS Silva De Souza,Yglesio 3336788722 021000025857203 WEB	($20.00)	$101,989.02
04/21/2026	183	ACH Debit Southlake Utilit UB4 BILL MY RENTALS AND MANAGEM 000144573758 086300015023428 PPD	($38.30)	$101,950.72
04/24/2026	183	ACH Debit Orlando Util ComPAYMENTS Silva De Souza,Yglesio 3336788722 021000027561130 WEB	($30.00)	$101,920.72
04/28/2026	183	ACH Debit Orlando Util ComPAYMENTS Silva De Souza,Yglesio 3336788722 021000027123493 WEB	($25.00)	$101,895.72
04/30/2026	360	Service Charge	($25.00)	$101,870.72
05/01/2026	163	ACH Credit NFCU ACH P2P MY RENTALS AND MANAGEM DARLINE THELUSM 256074975156947 WEB	$1,900.00	$103,770.72
05/01/2026	183	ACH Debit Orlando Util ComPAYMENTS Silva De Souza,Yglesio 3336788722 021000027020581 WEB	($30.00)	$103,740.72
05/04/2026	163	ACH Credit	$1,900.00	$105,640.72

		CENIZ CORP SENDER MY RENTALS AND M 860812044 113000028118622 PPD		
05/04/2026	183	ACH Debit ACCT INTEGRATORSAssn Dues MY RENTALS AND MANAGEM 83036 044000026222172 WEB	($1.99)	$105,638.73
05/04/2026	183	ACH Debit Orlando Util ComPAYMENTS Silva De Souza,Yglesio 3336788722 021000025469194 WEB	($25.00)	$105,613.73
05/04/2026	183	ACH Debit AMERICAN INTEGRI PREM & PMT MY RENTALS AND MANAGEM 1815464 043000093157921 PPD	($74.64)	$105,539.09
05/04/2026	183	ACH Debit MAINT PYMT Wellness Ridge H My Rentals & Managemen AP0119705535 CCD	($174.00)	$105,365.09
05/04/2026	183	ACH Debit AMERICAN INTEGRI PREM & PMT MY RENTALS AND MANAGEM 1815448 043000093157907 PPD	($200.79)	$105,164.30
05/04/2026	183	ACH Debit AMERICAN INTEGRI PREM & PMT MY RENTALS AMP MANAGEM 1815484 043000093157937 PPD	($211.08)	$104,953.22
05/04/2026	183	ACH Debit Winter Grove HomOnlinePay MY RENTALS AND MANAGEM 83036 063292850003166 WEB	($240.00)	$104,713.22
05/04/2026	183	ACH Debit WINDSOR CAY RESOAssn Dues MY RENTALS AND MANAGEM 66394431 122105985363551 WEB	($457.00)	$104,256.22
05/05/2026	183	ACH Debit PL*PAYLEASE WEB PMTS my rentals & manag XM72S8 111924685998483 WEB	($2.95)	$104,253.27
05/05/2026	183	ACH Debit PL*PAYLEASE WEB PMTS my rental & manage DP72S8 111924685998529 WEB	($2.95)	$104,250.32
05/05/2026	183	ACH Debit PL*WinterHavenMaWEB PMTS my rentals & manag DN72S8 111924685998498 WEB	($104.42)	$104,145.90
05/05/2026	183	ACH Debit	($104.42)	$104,041.48

		PL*WinterHavenMaWEB PMTS my rental & manage 7Q72S8 111924685998555 WEB		
05/06/2026	8	Incoming Wire Transfer	$2,500.00	$106,541.48
05/06/2026	183	ACH Debit DUKEENERGY BILL PAY YGLESIO SOUZA 910191053742 021000024539487 WEB	($663.55)	$105,877.93
05/06/2026	183	ACH Debit SOLARA RESORT HOAssn Dues MY RENTALS AND MANAGEM 66648856 122105987274505 WEB	($718.00)	$105,159.93
05/06/2026	183	ACH Debit DUKEENERGY BILL PAY JULIANA MOYSES 910189132896 021000024547783 WEB	($790.66)	$104,369.27
05/06/2026	183	ACH Debit DOVENMUEHLE MTG MORTG PYMT MY RENTALS & MANAGEMEN 1521005338 021000021348338 PPD	($6,734.25)	$97,635.02
05/06/2026	29	Wire Transfer Fee	($15.00)	$97,620.02
05/07/2026	183	ACH Debit Orlando Util ComPAYMENTS Silva De Souza,Yglesio 3336788722 021000027522600 WEB	($45.00)	$97,575.02
05/08/2026	8	Incoming Wire Transfer	$9,796.07	$107,371.09
05/08/2026	8	Incoming Wire Transfer	$54,160.53	$161,531.62
05/08/2026	29	Wire Transfer Fee	($15.00)	$161,516.62
05/08/2026	29	Wire Transfer Fee	($15.00)	$161,501.62
05/11/2026	183	ACH Debit WINTER GARDEN UTWINTER GAR YGLESIO SOUZA ST-M3L1A7G7Q0K9 091000010383487 WEB	($97.98)	$161,403.64
05/18/2026	183	ACH Debit TOHO ONLINE PMT MY RENTALS AND MANAGEM TH037MO7 104000012962754 WEB	($104.24)	$161,299.40
05/21/2026	183	ACH Debit Southlake Utilit UB4 BILL MY RENTALS AND MANAGEM 000144573758 086300011060761 PPD	($40.42)	$161,258.98
05/26/2026	144	Transfer to DDA Trsf Checking XX5280 To Checki ng XX2614 Credit card payment.	($2,183.43)	$159,075.55
06/01/2026	141	Transfer from DDA Trsf Checking XX9856 To Checki ng XX5280 Funds Transfer via M	$1,000.00	$160,075.55
06/02/2026	163	ACH Credit	$1,900.00	$161,975.55

		CENIZ CORP SENDER MY RENTALS AND M 866586030 113000020088668 PPD		
06/02/2026	163	ACH Credit NFCU ACH P2P MY RENTALS AND MANAGEM DARLINE THELUSM 256074976436208 WEB	$1,900.00	$163,875.55
06/02/2026	8	Incoming Wire Transfer	$2,500.00	$166,375.55
06/02/2026	183	ACH Debit ACCT INTEGRATORSAssn Dues MY RENTALS AND MANAGEM 85534 044000022962888 WEB	($1.99)	$166,373.56
06/02/2026	183	ACH Debit AMERICAN INTEGRI PREM & PMT MY RENTALS AND MANAGEM 1837854 043000098015936 PPD	($74.64)	$166,298.92
06/02/2026	183	ACH Debit AMERICAN INTEGRI PREM & PMT MY RENTALS AND MANAGEM 1837850 043000098015933 PPD	($200.79)	$166,098.13
06/02/2026	183	ACH Debit AMERICAN INTEGRI PREM & PMT MY RENTALS AMP MANAGEM 1837865 043000098015943 PPD	($211.08)	$165,887.05
06/02/2026	183	ACH Debit Winter Grove HomOnlinePay MY RENTALS AND MANAGEM 85534 063292850002445 WEB	($240.00)	$165,647.05
06/02/2026	183	ACH Debit WINDSOR CAY RESOAssn Dues MY RENTALS AND MANAGEM 67201185 122105989403413 WEB	($457.00)	$165,190.05
06/02/2026	29	Wire Transfer Fee	($15.00)	$165,175.05
06/03/2026	141	Transfer from DDA Trsf Checking XX9856 To Checki ng XX5280 Funds Transfer via M	$1,000.00	$166,175.05
06/03/2026	183	ACH Debit MAINT PYMT Wellness Ridge H My Rentals & Managemen AP0120705535 CCD	($174.00)	$166,001.05
06/03/2026	183	ACH Debit DUKEENERGY BILL PAY JULIANA MOYSES 910189132896 021000027988320 WEB	($239.99)	$165,761.06
06/03/2026	183	ACH Debit DUKEENERGY BILL PAY YGLESIO SOUZA 910191053742 021000028002391 WEB	($643.29)	$165,117.77
06/05/2026	183	ACH Debit	($2.95)	$165,114.82

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		PL*PAYLEASE WEB PMTS my rentals & manag 89Y7W8 111924688938813 WEB		
06/05/2026	183	ACH Debit	($2.95)	$165,111.87
		PL*PAYLEASE WEB PMTS my rental & manage H9Y7W8 111924688938820 WEB		
06/05/2026	183	ACH Debit	($104.42)	$165,007.45
		PL*WinterHavenMaWEB PMTS my rentals & manag D9Y7W8 111924688938817 WEB		
06/05/2026	183	ACH Debit	($104.42)	$164,903.03
		PL*WinterHavenMaWEB PMTS my rental & manage F9Y7W8 111924688938818 WEB		
06/08/2026	8	Incoming Wire Transfer	$8,282.07	$173,185.10
06/08/2026	183	ACH Debit	($718.00)	$172,467.10
		SOLARA RESORT HOAssn Dues MY RENTALS AND MANAGEM 67463476 122105984814963 WEB		
06/08/2026	183	ACH Debit	($6,734.25)	$165,732.85
		DOVENMUEHLE MTG MORTG PYMT MY RENTALS & MANAGEMEN 1521005338 021000020376131 PPD		
06/08/2026	29	Wire Transfer Fee	($15.00)	$165,717.85
06/09/2026	8	Incoming Wire Transfer	$22,769.48	$188,487.33
06/09/2026	29	Wire Transfer Fee	($15.00)	$188,472.33
06/10/2026	141	Transfer from DDA Trsf Checking XX0890 To Checki ng XX5280 Funds Transfer via M	$7,000.00	$195,472.33
06/10/2026	144	Transfer to DDA Trsf Checking XX5280 To Checki ng XX0890 Funds Transfer via M	($3,500.00)	$191,972.33
06/10/2026	144	Transfer to DDA Trsf Checking XX5280 To Checki ng XX0890 Funds Transfer via M	($185,000.00)	$6,972.33
06/15/2026	183	ACH Debit TOHO ONLINE PMT MY RENTALS AND MANAGEM TH03AGB7 104000010481504 WEB	($104.24)	$6,868.09
06/17/2026	183	ACH Debit Orlando Util ComPAYMENTS Silva De Souza,Yglesio 3336788722 021000029332878 WEB	($19.98)	$6,848.11
06/22/2026	183	ACH Debit Southlake Utilit UB4 BILL MY RENTALS AND MANAGEM 000144573758 086300015367894 PPD	($43.69)	$6,804.42
06/24/2026	141	Transfer from DDA Trsf Checking XX0890 To Checki ng XX5280 Funds Transfer via M	$5,000.00	$11,804.42

06/24/2026	144	Transfer to DDA Trsf Checking XX5280 To Checki ng XX2614 Credit card payment.	($1,160.68)	$10,643.74
06/30/2026	360	Service Charge	($25.00)	$10,618.74
07/01/2026	163	ACH Credit NFCU ACH P2P MY RENTALS AND MANAGEM DARLINE THELUSM 256074977471243 WEB	$1,900.00	$12,518.74
07/02/2026	163	ACH Credit CENIZ CORP SENDER MY RENTALS AND M 872821584 113000022084531 PPD	$1,900.00	$14,418.74
07/02/2026	183	ACH Debit ACCT INTEGRATORSAssn Dues MY RENTALS AND MANAGEM 88058 044000028694238 WEB	($1.99)	$14,416.75
07/02/2026	183	ACH Debit AMERICAN INTEGRI PREM & PMT MY RENTALS AND MANAGEM 1862357 043000099400990 PPD	($74.61)	$14,342.14
07/02/2026	183	ACH Debit AMERICAN INTEGRI PREM & PMT MY RENTALS AND MANAGEM 1862355 043000099400988 PPD	($200.78)	$14,141.36
07/02/2026	183	ACH Debit AMERICAN INTEGRI PREM & PMT MY RENTALS AMP MANAGEM 1862361 043000099400994 PPD	($211.08)	$13,930.28
07/02/2026	183	ACH Debit Winter Grove HomOnlinePay MY RENTALS AND MANAGEM 88058 063292850004339 WEB	($240.00)	$13,690.28
07/02/2026	183	ACH Debit WINDSOR CAY RESOAssn Dues MY RENTALS AND MANAGEM 68144850 122105986385368 WEB	($457.00)	$13,233.28
07/03/2026	183	ACH Debit MAINT PYMT Wellness Ridge H My Rentals & Managemen AP0121705535 CCD	($174.00)	$13,059.28
07/03/2026	183	ACH Debit DUKEENERGY BILL PAY YGLESIO SOUZA 910191053742 021000021248348 WEB	($547.03)	$12,512.25
07/03/2026	183	ACH Debit DUKEENERGY BILL PAY JULIANA MOYSES 910189132896 021000021245029 WEB	($654.30)	$11,857.95
07/06/2026	183	ACH Debit	($6,734.25)	$5,123.70

		DOVENMUEHLE MTG MORTG PYMT MY RENTALS & MANAGEMEN 1521005338 021000028571683 PPD		
07/07/2026	183	ACH Debit PL*PAYLEASE WEB PMTS my rentals & manag CF3BZ8 111924681874456 WEB	($2.95)	$5,120.75
07/07/2026	183	ACH Debit PL*PAYLEASE WEB PMTS my rental & manage DF3BZ8 111924681874457 WEB	($2.95)	$5,117.80
07/07/2026	183	ACH Debit PL*WinterHavenMaWEB PMTS my rentals & manag SH5MZ8 111924682144572 WEB	($104.42)	$5,013.38
07/07/2026	183	ACH Debit PL*WinterHavenMaWEB PMTS my rental & manage TH5MZ8 111924682144573 WEB	($104.42)	$4,908.96
07/07/2026	183	ACH Debit Orlando Util ComPAYMENTS Silva De Souza,Yglesio 3336788722 021000026824185 WEB	($143.76)	$4,765.20
07/07/2026	183	ACH Debit SOLARA RESORT HOAssn Dues MY RENTALS AND MANAGEM 68499933 122105985084603 WEB	($718.00)	$4,047.20
07/08/2026	8	Incoming Wire Transfer	$2,500.00	$6,547.20
07/08/2026	8	Incoming Wire Transfer	$13,338.56	$19,885.76
07/08/2026	29	Wire Transfer Fee	($15.00)	$19,870.76
07/08/2026	29	Wire Transfer Fee	($15.00)	$19,855.76

bradesco bank

This temporary statement from Bradesco Bank is not a formal statement of your account.
These items will be reflected again on your regularly scheduled statement.

3011 Ponce De Leon Blvd. PH1
Coral Gables, Florida
33134 USA

contact@bradescobank.com
www.bradescobank.com

EQUAL HOUSING LENDER

Member FDIC

Authentisign ID: 3DDFF3B2-A38C-F011-B483-000D3A4FF5B1

1

100%

MYG PROPERTIES REAL ESTATE INVESTMENTS LLC

This Certifies that MY NEGOCIOS S.A. is the owner of

One Hundred percent of the above Limited Liability Company

transferable only on the books of the Limited Liability Company by the holder hereof in person or by duly authorized Attorney upon surrender of this certificate property endorsed. Transfer of this percent is subject to restrictions in the Operating Agreement Regulations for this Limited Liability Company. The Company will furnish without charge to each percent holder who so requests, the powers, designations, preferences and relative participation rights of percent holders and the qualifications, limitations or restrictions of such rights.

In Witness Whereof, the said Limited Liability Company has caused this Certificate to be signed by its duly authorized Member(s)/Manager(s) and to be sealed with the Seal of the Limited Liability Company.

Dated September 08, 2025

AuthentiSIGN

Yglesio Luciano Moyses Silva de Souza 09/08/25

Member

Authentisign ID: 3DDFF3B2-A38C-F011-B483-000D3A4FF5B1

Form **SS-4** (Rev. December 2019)
Department of the Treasury
Internal Revenue Service

Application for Employer Identification Number

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.)
▶ **Go to *www.irs.gov/FormSS4* for instructions and the latest information.**
▶ **See separate instructions for each line.** ▶ **Keep a copy for your records.**

OMB No. 1545-0003

EIN

Type or print clearly.

1 Legal name of entity (or individual) for whom the EIN is being requested
MYG PROPERTIES REAL ESTATE INVESTMENTS LLC

2 Trade name of business (if different from name on line 1)

3 Executor, administrator, trustee, "care of" name

4a Mailing address (room, apt., suite no. and street, or P.O. box)
610 SYCAMORE STREET SUITE 315

5a Street address (if different) (Don't enter a P.O. box.)

4b City, state, and ZIP code (if foreign, see instructions)
CELEBRATION, FL 34747

5b City, state, and ZIP code (if foreign, see instructions)

6 County and state where principal business is located
Osceola County

7a Name of responsible party
MY NEGOCIOS S.A.

7b SSN, ITIN, or EIN

8a Is this application for a limited liability company (LLC) (or a foreign equivalent)? ☑ Yes ☐ No

8b If 8a is "Yes," enter the number of LLC members ▶ 1

8c If 8a is "Yes," was the LLC organized in the United States? ☑ Yes ☐ No

9a **Type of entity** (check only one box). **Caution:** If 8a is "Yes," see the instructions for the correct box to check.

- ☐ Sole proprietor (SSN) _____
- ☑ Partnership
- ☐ Corporation (enter form number to be filed) ▶ _____
- ☐ Personal service corporation
- ☐ Church or church-controlled organization
- ☐ Other nonprofit organization (specify) ▶ _____
- ☐ Other (specify) ▶
- ☐ Estate (SSN of decedent) _____
- ☐ Plan administrator (TIN) _____
- ☐ Trust (TIN of grantor) _____
- ☐ Military/National Guard ☐ State/local government
- ☐ Farmers' cooperative ☐ Federal government
- ☐ REMIC ☐ Indian tribal governments/enterprises

Group Exemption Number (GEN) if any ▶

9b If a corporation, name the state or foreign country (if applicable) where incorporated — State — Foreign country

10 **Reason for applying** (check only one box)

- ☑ Started new business (specify type) ▶ Real Estate Investments
- ☐ Hired employees (Check the box and see line 13.)
- ☐ Compliance with IRS withholding regulations
- ☐ Other (specify) ▶
- ☐ Banking purpose (specify purpose) ▶ _____
- ☐ Changed type of organization (specify new type) ▶ _____
- ☐ Purchased going business
- ☐ Created a trust (specify type) ▶ _____
- ☐ Created a pension plan (specify type) ▶ _____

11 Date business started or acquired (month, day, year). See instructions.

12 Closing month of accounting year December

13 Highest number of employees expected in the next 12 months (enter -0- if none). If no employees expected, skip line 14.

Agricultural	Household	Other

14 If you expect your employment tax liability to be $1,000 or less in a full calendar year **and** want to file Form 944 annually instead of Forms 941 quarterly, check here. (Your employment tax liability generally will be $1,000 or less if you expect to pay $5,000 or less in total wages.) If you don't check this box, you must file Form 941 for every quarter. ☐

15 First date wages or annuities were paid (month, day, year). **Note:** If applicant is a withholding agent, enter date income will first be paid to nonresident alien (month, day, year) ▶

16 Check **one** box that best describes the principal activity of your business.

- ☐ Construction ☐ Rental & leasing ☐ Transportation & warehousing ☐ Health care & social assistance ☐ Accommodation & food service ☐ Wholesale-agent/broker ☐ Wholesale-other ☐ Retail
- ☑ Real estate ☐ Manufacturing ☐ Finance & insurance ☐ Other (specify) ▶

17 Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided.

18 Has the applicant entity shown on line 1 ever applied for and received an EIN? ☐ Yes ☐ No
If "Yes," write previous EIN here ▶

Third Party Designee

Complete this section **only** if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.

Designee's name	Designee's telephone number (include area code)
Cristiano Gomes de Almeida	+1 (321) 402-9442
Address and ZIP code	**Designee's fax number (include area code)**
1391 BRENTWOOD DRIVE KISSIMMEE, FL 34746	

Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Name and title (type or print clearly) ▶ MY NEGOCIOS S.A.

Applicant's telephone number (include area code): 407 487-8282

Signature ▶ Authentisign Yglesio Luciano Moyses Silva de Souza Date ▶ 09/08/25

Applicant's fax number (include area code)

Authentisign ID: 3DDFF3B2-A38C-F011-B483-000D3A4FF5B1

Do I Need an EIN?

File Form SS-4 if the applicant entity doesn't already have an EIN but is required to show an EIN on any return, statement, or other document.[1] See also the separate instructions for each line on Form SS-4.

IF the applicant...	AND...	THEN...
started a new business	doesn't currently have (nor expect to have) employees	complete lines 1, 2, 4a–8a, 8b–c (if applicable), 9a, 9b (if applicable), and 10–14 and 16–18.
hired (or will hire) employees, including household employees	doesn't already have an EIN	complete lines 1, 2, 4a–6, 7a–b, 8a, 8b–c (if applicable), 9a, 9b (if applicable), 10–18.
opened a bank account	needs an EIN for banking purposes only	complete lines 1–5b, 7a–b, 8a, 8b–c (if applicable), 9a, 9b (if applicable), 10, and 18.
changed type of organization	either the legal character of the organization or its ownership changed (for example, you incorporate a sole proprietorship or form a partnership)[2]	complete lines 1–18 (as applicable).
purchased a going business[3]	doesn't already have an EIN	complete lines 1–18 (as applicable).
created a trust	the trust is other than a grantor trust or an IRA trust[4]	complete lines 1–18 (as applicable).
created a pension plan as a plan administrator[5]	needs an EIN for reporting purposes	complete lines 1, 3, 4a–5b, 7a–b, 9a, 10, and 18.
is a foreign person needing an EIN to comply with IRS withholding regulations	needs an EIN to complete a Form W-8 (other than Form W-8ECI), avoid withholding on portfolio assets, or claim tax treaty benefits[6]	complete lines 1–5b, 7a–b (SSN or ITIN as applicable), 8a, 8b–c (if applicable), 9a, 9b (if applicable), 10, and 18.
is administering an estate	needs an EIN to report estate income on Form 1041	complete lines 1–7b, 9a, 10–12, 13–17 (if applicable), and 18.
is a withholding agent for taxes on nonwage income paid to an alien (that is, individual, corporation, or partnership, etc.)	is an agent, broker, fiduciary, manager, tenant, or spouse who is required to file Form 1042, Annual Withholding Tax Return for U.S. Source Income of Foreign Persons	complete lines 1, 2, 3 (if applicable), 4a–5b, 7a–b, 8a, 8b–c (if applicable), 9a, 9b (if applicable), 10, and 18.
is a state or local agency	serves as a tax reporting agent for public assistance recipients under Rev. Proc. 80-4, 1980-1 C.B. 581[7]	complete lines 1, 2, 4a–5b, 7a–b, 9a, 10, and 18.
is a single-member LLC (or similar single-member entity)	needs an EIN to file Form 8832, Entity Classification Election, for filing employment tax returns and excise tax returns, or for state reporting purposes[8], or is a foreign-owned U.S. disregarded entity and needs an EIN to file Form 5472, Information Return of a 25% Foreign-Owned U.S. Corporation or a Foreign Corporation Engaged in a U.S. Trade or Business	complete lines 1–18 (as applicable).
is an S corporation	needs an EIN to file Form 2553, Election by a Small Business Corporation[9]	complete lines 1–18 (as applicable).

[1] For example, a sole proprietorship or self-employed farmer who establishes a qualified retirement plan, or is required to file excise, employment, alcohol, tobacco, or firearms returns, must have an EIN. A partnership, corporation, REMIC (real estate mortgage investment conduit), nonprofit organization (church, club, etc.), or farmers' cooperative must use an EIN for any tax-related purpose even if the entity doesn't have employees.

[2] However, don't apply for a new EIN if the existing entity only (a) changed its business name, (b) elected on Form 8832 to change the way it is taxed (or is covered by the default rules), or (c) terminated its partnership status because at least 50% of the total interests in partnership capital and profits were sold or exchanged within a 12-month period. The EIN of the terminated partnership should continue to be used. See Regulations section 301.6109-1(d)(2)(iii).

[3] Don't use the EIN of the prior business unless you became the "owner" of a corporation by acquiring its stock.

[4] However, grantor trusts that don't file using Optional Method 1 and IRA trusts that are required to file Form 990-T, Exempt Organization Business Income Tax Return, must have an EIN. For more information on grantor trusts, see the Instructions for Form 1041.

[5] A plan administrator is the person or group of persons specified as the administrator by the instrument under which the plan is operated.

[6] Entities applying to be a Qualified Intermediary (QI) need a QI-EIN even if they already have an EIN. See Rev. Proc. 2000-12.

[7] See also *Household employer agent* in the instructions. **Note:** State or local agencies may need an EIN for other reasons, for example, hired employees.

[8] See *Disregarded entities* in the instructions for details on completing Form SS-4 for an LLC.

[9] An existing corporation that is electing or revoking S corporation status should use its previously-assigned EIN.

Authentisign ID: 3DDFF3B2-A38C-F011-B483-000D3A4FF5B1

OPERATING AGREEMENT
of
MYG PROPERTIES REAL ESTATE INVESTMENTS LLC

This Operating Agreement (the "Agreement") made and entered into this 08th day of September, 2025 (the "Execution Date"),

BY:

MY NEGOCIOS S.A. of 14 AV DOS HOLANDESES. ED. CENTURY MULTIEMP. S 812 SAO LUIZ, 65075-650 BR

(the "Member").

BACKGROUND:

A. The Member wishes to be the sole member of a limited liability company.

B. The terms and conditions of this Agreement will govern the Member within the limited liability company.

IN CONSIDERATION OF and as a condition of the Member entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Member agrees as follows:

Formation

1. By this Agreement, the Member forms a Limited Liability Company (the "Company") in accordance with the laws of the State of Florida. The rights and obligations of the Member will be as stated in the Florida Revised Limited Liability Company Act (the "Act") except as otherwise provided in this agreement.

Name

2. The name of the Company will be MYG PROPERTIES REAL ESTATE INVESTMENTS LLC.

Authentisign ID: 3DDFF3B2-A38C-F011-B483-000D3A4FF5B1

Sole Member

3. While the Company consists only of one Member, any reference in this Agreement to two or more Members and that requires the majority consent or unanimous consent of Members, or that requires a certain percentage vote of Members, should be interpreted as only requiring the consent or vote of the sole Member.

Purpose

4. Real Estate Investments.

Term

5. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

Place of Business

6. The Principal Office of the Company will be located at 610 SYCAMORE STREET, SUITE 315 CELEBRATION, FL 34747 or such other place as the Members may from time to time designate.

Capital Contributions

7. The following table shows the Initial Contributions of the initial Member. The Member agrees to make the Initial Contributions to the Company in full, according to the following terms:

Member	Contribution Description	Value of Contribution
MY NEGOCIOS S.A.	100%	$1,000.00

Allocation of Profits/Losses

8. Subject to the other provisions of this Agreement, the Net Profits or Losses, for both accounting and tax purposes, will accrue to and be borne by the sole Member:

MY NEGOCIOS S.A. of 14 AV DOS HOLANDESES. ED. CENTURY MULTIEMP. S 812

Authentisign ID: 3DDFF3B2-A38C-F011-B483-000D3A4FF5B1

SAO LUIZ, 65075-650 BR

9. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

Nature of Interest

10. A Member's Interests in the Company will be considered personal property.

Withdrawal of Contribution

11. No Member will withdraw any portion of their Capital Contributions without the unanimous consent of the other Members.

Liability for Contribution

12. A Member's obligation to make their required Capital Contributions can only be compromised or released with the consent of all remaining Members or as otherwise provided in this Agreement. If a Member does not make the Capital Contributions when due, the Member is obligated at the option of any remaining Members to contribute cash equal to the agreed value of the Capital Contributions. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

Additional Contributions

13. Capital Contributions may be amended from time to time, according to the business needs of the Company. However, if additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case, the allocation of Net Profits or Losses and the Distribution of assets on dissociation or dissolution will be adjusted accordingly.

14. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contributions of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

Authentisign ID: 3DDFF3B2-A38C-F011-B483-000D3A4FF5B1

Capital Accounts

15. An individual capital account (the "Capital Account") will be maintained for each Member and their Initial Contributions will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

Interest on Capital

16. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contributions inclusive of any agreed Additional Contributions.

Management

17. Management of this Company is vested in the Members.

Authority to Bind Company

18. Any Member has the authority to bind the Company in contract.

Duty of Loyalty

19. Any Member may invest in or engage in any business of any type, including without limitation, a business that is similar to the business of the Company whether or not in direct competition with the Company and whether or not within the established or contemplated market regions of the Company. Neither the Company nor any Member will have any right to that opportunity or any income derived from that opportunity.

Duty to Devote Time

20. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company's business.

Member Meetings

21. A meeting may be called by any Member providing that reasonable notice has been given to the other Members.

22. Regular meetings of the Members will be held only as required.

Voting

23. Each Member will have a single equal vote on any matter.

Authentisign ID: 3DDFF3B2-A38C-F011-B483-000D3A4FF5B1

Admission of New Members

24. A new Member may only be admitted to the Company with a majority vote of the existing Members, except in the case of a prospective member, the admission of which would render the Company ineligible to elect out of the application of the Tax Rules, in which case a unanimous vote of the existing Members will be required to admit that member.

25. The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed to affect the admission of the new Member. Any new Member will receive such business interest in the Company as determined by a unanimous decision of the other Members.

Voluntary Withdrawal of a Member

26. Any Member will have the right to voluntarily withdraw from the Company.

27. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company.

28. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

Involuntary Withdrawal of a Member

29. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member; or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.

30. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

Authentisign ID: 3DDFF3B2-A38C-F011-B483-000D3A4FF5B1

Dissociation of a Member

31. Where the Company consists of two or more Members, in the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's Interests, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's Interests will be determined as set out in the Valuation of Interest section of this Agreement.

32. Valuation and Distribution will be determined as described in the Valuation of Interest section of this Agreement.

33. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.

34. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.

35. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

Right of First Purchase

36. Where the Company consists of two or more Members, in the event that a Member's Interests in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interests. The value of that interest in the Company will be the lower of the value set out in the Valuation of Interest section of this Agreement and any third party offer that the Member wishes to accept.

Authentisign ID: 3DDFF3B2-A38C-F011-B483-000D3A4FF5B1

Assignment of Interest

37. A Member's financial interest in the Company can only be assigned to another Member and cannot be assigned to a third party except with the unanimous consent of the remaining Members.

38. In the event that a Member's Interests in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's Interests in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

Valuation of Interest

39. A Member's financial interest in the Company will be in proportion to their Capital Contributions, inclusive of any Additional Capital Contributions.

40. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.

41. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

Dissolution

42. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.

43. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:

    a. in satisfaction of liabilities to creditors except Company obligations to current Members;

Authentisign ID: 3DDFF3B2-A38C-F011-B483-000D3A4FF5B1

b. in satisfaction of Company debt obligations to current Members; and then

c. to the Members based on Member financial interest, as set out in the Valuation of Interest section of this Agreement.

Records

44. The Company will at all times maintain accurate records of the following:

a. Information regarding the status of the business and the financial condition of the Company.

b. A copy of the Company federal, state, and local income taxes for each year, promptly after becoming available.

c. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member.

d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.

e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.

45. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

Books of Account

46. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

Authentisign ID: 3DDFF3B2-A38C-F011-B483-000D3A4FF5B1

Banking and Company Funds

47. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

Audit

48. Any of the Members will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

Tax Treatment

49. This Company is intended to be treated as a disregarded entity, for the purposes of Federal and State Income Tax.

Annual Report

50. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:

a. A copy of the Company's federal income tax returns for that fiscal year.

b. Income statement.

c. Balance sheet.

Goodwill

51. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

Governing Law

52. The Members submit to the jurisdiction of the courts of the State of Florida for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Authentisign ID: 3DDFF3B2-A38C-F011-B483-000D3A4FF5B1

Force Majeure

53. A Member will be free of liability to the Company where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member has communicated the circumstance of the event to any and all other Members and where the Member has taken any and all appropriate action to satisfy his duties and obligations to the Company and to mitigate the effects of the event.

Forbidden Acts

54. No Member may do any act in contravention of this Agreement.

55. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.

56. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.

57. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.

58. No Member may confess a judgment against the Company.

59. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal and may be treated accordingly by the remaining Members.

Indemnification

60. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

Liability

61. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional

Authentisign ID: 3DDFF3B2-A38C-F011-B483-000D3A4FF5B1

wrongdoing.

Liability Insurance

62. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

Life Insurance

63. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

Actions Requiring Unanimous Consent

64. The following actions will require the unanimous consent of all Members:

a. Endangering the ownership or possession of Company property including selling, transferring or loaning any Company property or using any Company property as collateral for a loan.

b. Releasing any Company claim except for payment in full.

Amendment of this Agreement

65. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all Members.

Title to Company Property

66. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

Miscellaneous

67. Time is of the essence in this Agreement.

68. This Agreement may be executed in counterparts.

69. Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a

Authentisign ID: 3DDFF3B2-A38C-F011-B483-000D3A4FF5B1

neutral gender include the masculine gender and the feminine gender and vice versa.

70. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

71. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any Member during the negotiation stages of this Agreement, may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the Members.

72. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon each Member's successors, assigns, executors, administrators, beneficiaries, and representatives.

73. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Members at the addresses contained in this Agreement or as the Members may later designate in writing.

74. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

Definitions

75. For the purpose of this Agreement, the following terms are defined as follows:

a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.

b. "Capital Contributions" means the total amount of cash, property, or services contributed to the Company by any one Member.

c. "Distribution" means a payment of Company profits to the Members.

Authentisign ID: 3DDFF3B2-A38C-F011-B483-000D3A4FF5B1

d. "Initial Contributions" means the initial Capital Contributions made by any Member to acquire an interest in the Company.

e. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.

f. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).

g. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual, including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.

h. "Principal Office" means the office whether inside or outside the State of Florida where the executive or management of the Company maintain their primary office.

i. "Voting Members" means the Members who belong to a membership class that has voting power. Where there is only one class of Members, then those Members constitute the Voting Members.

IN WITNESS WHEREOF the Member has duly affixed their signature under hand and seal on this 08th day of September, 2025.

AuthentiSIGN
Yglesio Luciano Moyses Silva de Souza 09/08/25

MY NEGOCIOS S.A. (Member)

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FLORIDA DEPARTMENT OF STATE
Division of Corporations

September 3, 2025

FLORIDA FILING & SEARCH
WALK IN
,

Re: Document Number L25000118123

The Articles of Amendment to the Articles of Organization for MYG PROPERTIES REAL ESTATE INVESTMENTS LLC, a Florida limited liability company, were filed on September 2, 2025.

Should you have any questions regarding this matter, please telephone (850) 245-6051, the Registration Section.

Rebekah Lefeavers
Supervisor
Division of Corporations

Letter Number: 525A00019691

Account number: FCA000000015

Amount charged: 25.00

Authentisign ID: 3815F521-0F85-F011-B484-00224822F75A

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: MYG PROPERTIES REAL ESTATE INVESTMENTS LLC
Name of Limited Liability Company

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

YGLESIO LUCIANO MOYSES SILVA DE SOUZA
Name of Person

MYG PROPERTIES REAL ESTATE INVESTMENTS LLC
Firm/Company

610 SYCAMORE STREET SUITE 315
Address

CELEBRATION, FL 34747
City/State and Zip Code

yglesio@hotmail.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

YGLESIO LUCIANO MOYSES SILVA DE SOUZA at (+55) 98 9110-1412
Name of Person | Area Code | Daytime Telephone Number

Enclosed is a check for the following amount:

- ☒ $25.00 Filing Fee
- ☐ $30.00 Filing Fee & Certificate of Status
- ☐ $55.00 Filing Fee & Certified Copy (additional copy is enclosed)
- ☐ $60.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

Mailing Address:
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:
Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

Authentisign ID: 3815F521-0F65-F011-B484-00224822F75A

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF

MYG PROPERTIES REAL ESTATE INVESTMENTS LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 03/18/2025 and assigned Florida document number L25000118123.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:
(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:
(Mailing address MAY BE A POST OFFICE BOX)

FILED
2025 SEP -2 AM 9:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:
Enter Florida street address

_____, **Florida** _____
City *Zip Code*

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent

Authentisign ID: 3815F521-0F65-F011-B484-00224822F75A

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager
AMBR = Authorized Member

Title	Name	Address	Type of Action
AMBR	Yglesio Luciano M. Silva de Souza	RODOVIA MA-203 CONDOMINIO ALPHAVILLE	☐Add
		CASA370 PACO DO LUMIAR	■Remove
		MARANHAO 65130-000 BR	☐Change
AMBR	Juliana Britto Freire M. Moyses	RODOVIA MA-203 CONDOMINIO ALPHAVILLE	☐Add
		CASA370 PACO DO LUMIAR	■Remove
		MARANHAO 65130-000 BR	☐Change
AMBR	MY EMPREENDIMENTOS SOLU	RUA DAS LETRAS, 19, COHAFUMA	☐Add
		SAO LUIS-MA 65074780 BR	■Remove
			☐Change
AMBR	My Negocios S.A	14. AV DOS HOLANDESES. ED. CENTURY	■Add
		MULTIEMP. S 812	☐Remove
		SAO LUIZ, MARANHAO 65075-650 BR	☐Change
			☐Add
			☐Remove
			☐Change
			☐Add
			☐Remove
			☐Change

D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

REMOVE THE MEMBERS: YGLESIO LUCIANO MOYSES SILVA DE SOUZA

JULIANA BRITTO FREIRE MARTINS MOYSES

MY EMPREENDIMENTOS SOLUCOES E CONSULTORIA LTDA

ADD MEMEBER: MY NEGOCIOS S.A

E. Effective date, if other than the date of filing: _____ (optional)

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of: (b) The 90th day after the record is filed.

Dated 29TH, AUGUST, 2025.

Authentisign

YGLESIO LUCIANO MOYSES SILVA DE SOUZA 08/29/25

Signature of a member or authorized representative of a member

YGLESIO LUCIANO MOYSES SILVA DE SOUZA

Typed or printed name of signee

Filing Fee: $25.00

L25000118123

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only

200456941462

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2025 SEP -2 AM 9:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

R.L. 9/31/25

FLORIDA FILING & SEARCH SERVICES, INC.

P.O. BOX 10662 TALLAHASSEE, FL 32302
155 Office Plaza Dr Ste A Tallahassee FL 32301
PHONE: (800) 435-9371; FAX: (866) 860-8395

DATE: **09/02/2025**

NAME: MYG PROPERTIES REALE STATE INVESTMENTS LLC

TYPE OF FILING: **AMENDMENT**

COST: **25.00**

RETURN: **PLAIN COPY PLEASE**

ACCOUNT: **FCA000000015**

AUTHORIZATION: **ABBIE/PAUL HODGE**

Authentisign ID: 3815F521-0F85-F011-B484-0022822F75A

COVER LETTER

TO: **Registration Section**
Division of Corporations

SUBJECT: MYG PROPERTIES REAL ESTATE INVESTMENTS LLC
Name of Limited Liability Company

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

YGLESIO LUCIANO MOYSES SILVA DE SOUZA
Name of Person

MYG PROPERTIES REAL ESTATE INVESTMENTS LLC
Firm/Company

610 SYCAMORE STREET SUITE 315
Address

CELEBRATION, FL 34747
City/State and Zip Code

yglesio@hotmail.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

YGLESIO LUCIANO MOYSES SILVA DE SOUZA at (+55) 98 9110-1412
Name of Person — Area Code — Daytime Telephone Number

Enclosed is a check for the following amount:

- ■ $25.00 Filing Fee
- ☐ $30.00 Filing Fee & Certificate of Status
- ☐ $55.00 Filing Fee & Certified Copy (additional copy is enclosed)
- ☐ $60.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

Mailing Address:
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:
Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

Authentisign ID: 3815F521-0F85-F011-B464-00224822F75A

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF

MYG PROPERTIES REAL ESTATE INVESTMENTS LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 03/18/2025 and assigned Florida document number L25000118123.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

FILED
2025 SEP -2 AM 8:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

Enter Florida street address

_____, **Florida** _____
City *Zip Code*

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent

Authentisign ID: 3815F521-0F65-F011-B434-00224822F75A

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager
AMBR = Authorized Member

Title	Name	Address	Type of Action
AMBR	Yglesio Luciano M. Silva de Souza	RODOVIA MA-203 CONDOMINIO ALPHAVILLE	☐Add
		CASA370 PACO DO LUMIAR	■Remove
		MARANHAO 65130-000 BR	☐Change
AMBR	Juliana Britto Freire M. Moyses	RODOVIA MA-203 CONDOMINIO ALPHAVILLE	☐Add
		CASA370 PACO DO LUMIAR	■Remove
		MARANHAO 65130-000 BR	☐Change
AMBR	MY EMPREENDIMENTOS SOLU	RUA DAS LETRAS. 19. COHAFUMA	☐Add
		SAO LUIS-MA 65074780 BR	■Remove
			☐Change
AMBR	My Negocios S.A	14. AV DOS HOLANDESES. ED. CENTURY	■Add
		MULTIEMP. S 812	☐Remove
		SAO LUIZ. MARANHAO 65075-650 BR	☐Change
			☐Add
			☐Remove
			☐Change
			☐Add
			☐Remove
			☐Change

Authentisign ID: 3815F521-0F85-F011-B4B4-00224822F75A

D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

REMOVE THE MEMBERS: YGLESIO LUCIANO MOYSES SILVA DE SOUZA

JULIANA BRITTO FREIRE MARTINS MOYSES

MY EMPREENDIMENTOS SOLUCOES E CONSULTORIA LTDA

ADD MEMEBER: MY NEGOCIOS S.A

E. Effective date, if other than the date of filing: _____ (optional)

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of: (b) The 90th day after the record is filed.

Dated 29TH, AUGUST , 2025 .

Authentisign

YGLESIO LUCIANO MOYSES SILVA DE SOUZA 08/29/25

Signature of a member or authorized representative of a member

YGLESIO LUCIANO MOYSES SILVA DE SOUZA

Typed or printed name of signee

Filing Fee: $25.00

Authentisign ID: DD1F5BB0-A06C-F011-8DCA-00224822F75A

Form **SS-4** (Rev. December 2019)
Department of the Treasury
Internal Revenue Service

Application for Employer Identification Number

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.)
▶ **Go to *www.irs.gov/FormSS4* for instructions and the latest information.**
▶ **See separate instructions for each line.** ▶ **Keep a copy for your records.**

OMB No. 1545-0003

EIN 39-3463256

Type or print clearly.

1 Legal name of entity (or individual) for whom the EIN is being requested
My Rentals & Management LLC

2 Trade name of business (if different from name on line 1)

3 Executor, administrator, trustee, "care of" name

4a Mailing address (room, apt., suite no. and street, or P.O. box)
16207 Point Rock Dr

5a Street address (if different) (Don't enter a P.O. box.)

4b City, state, and ZIP code (if foreign, see instructions)
Oakland FL 34787

5b City, state, and ZIP code (if foreign, see instructions)

6 County and state where principal business is located
Orange County

7a Name of responsible party
My Negocios S.A

7b SSN, ITIN, or EIN

8a Is this application for a limited liability company (LLC) (or a foreign equivalent)? ☑ Yes ☐ No

8b If 8a is "Yes," enter the number of LLC members ▶ 1

8c If 8a is "Yes," was the LLC organized in the United States? ☑ Yes ☐ No

9a **Type of entity** (check only one box). **Caution:** If 8a is "Yes," see the instructions for the correct box to check.

- ☐ Sole proprietor (SSN) _____
- ☑ Partnership
- ☐ Corporation (enter form number to be filed) ▶ _____
- ☐ Personal service corporation
- ☐ Church or church-controlled organization
- ☐ Other nonprofit organization (specify) ▶ _____
- ☐ Other (specify) ▶
- ☐ Estate (SSN of decedent) _____
- ☐ Plan administrator (TIN) _____
- ☐ Trust (TIN of grantor) _____
- ☐ Military/National Guard ☐ State/local government
- ☐ Farmers' cooperative ☐ Federal government
- ☐ REMIC ☐ Indian tribal governments/enterprises

Group Exemption Number (GEN) if any ▶

9b If a corporation, name the state or foreign country (if applicable) where incorporated | State | Foreign country

10 **Reason for applying** (check only one box)

- ☑ Started new business (specify type) ▶ Real Estate Investments
- ☐ Hired employees (Check the box and see line 13.)
- ☐ Compliance with IRS withholding regulations
- ☐ Other (specify) ▶
- ☐ Banking purpose (specify purpose) ▶ _____
- ☐ Changed type of organization (specify new type) ▶ _____
- ☐ Purchased going business
- ☐ Created a trust (specify type) ▶ _____
- ☐ Created a pension plan (specify type) ▶ _____

11 Date business started or acquired (month, day, year). See instructions.

12 Closing month of accounting year December

13 Highest number of employees expected in the next 12 months (enter -0- if none). If no employees expected, skip line 14.

Agricultural	Household	Other

14 If you expect your employment tax liability to be $1,000 or less in a full calendar year **and** want to file Form 944 annually instead of Forms 941 quarterly, check here. (Your employment tax liability generally will be $1,000 or less if you expect to pay $5,000 or less in total wages.) If you don't check this box, you must file Form 941 for every quarter. ☐

15 First date wages or annuities were paid (month, day, year). **Note:** If applicant is a withholding agent, enter date income will first be paid to nonresident alien (month, day, year) ▶

16 Check **one** box that best describes the principal activity of your business.

- ☐ Construction ☐ Rental & leasing ☐ Transportation & warehousing ☐ Health care & social assistance ☐ Accommodation & food service ☐ Wholesale-agent/broker ☐ Wholesale-other ☐ Retail
- ☑ Real estate ☐ Manufacturing ☐ Finance & insurance ☐ Other (specify) ▶

17 Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided.

18 Has the applicant entity shown on line 1 ever applied for and received an EIN? ☐ Yes ☐ No
If "Yes," write previous EIN here ▶

Third Party Designee

Complete this section **only** if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.

Designee's name: Cristiano Gomes de Almeida
Designee's telephone number (include area code):
Address and ZIP code: 1391 Brentwood Dr, Kissimmee FL 34746
Designee's fax number (include area code): (321) 402-9442

Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.
Applicant's telephone number (include area code): 407 487-8282

Name and title (type or print clearly) ▶

Signature ▶ Authentisign Yglesio Luciano Moyses Silva de Souza Date ▶ 07/29/25
Applicant's fax number (include area code):

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions. Cat. No. 16055N Form **SS-4** (Rev. 12-2019)

Authentisign ID: DD1F5BB0-A06C-F011-8DCA-00224822F75A

Do I Need an EIN?

File Form SS-4 if the applicant entity doesn't already have an EIN but is required to show an EIN on any return, statement, or other document.[1] See also the separate instructions for each line on Form SS-4.

IF the applicant...	AND...	THEN...
started a new business	doesn't currently have (nor expect to have) employees	complete lines 1, 2, 4a–8a, 8b–c (if applicable), 9a, 9b (if applicable), and 10–14 and 16–18.
hired (or will hire) employees, including household employees	doesn't already have an EIN	complete lines 1, 2, 4a–6, 7a–b, 8a, 8b–c (if applicable), 9a, 9b (if applicable), 10–18.
opened a bank account	needs an EIN for banking purposes only	complete lines 1–5b, 7a–b, 8a, 8b–c (if applicable), 9a, 9b (if applicable), 10, and 18.
changed type of organization	either the legal character of the organization or its ownership changed (for example, you incorporate a sole proprietorship or form a partnership)[2]	complete lines 1–18 (as applicable).
purchased a going business[3]	doesn't already have an EIN	complete lines 1–18 (as applicable).
created a trust	the trust is other than a grantor trust or an IRA trust[4]	complete lines 1–18 (as applicable).
created a pension plan as a plan administrator[5]	needs an EIN for reporting purposes	complete lines 1, 3, 4a–5b, 7a–b, 9a, 10, and 18.
is a foreign person needing an EIN to comply with IRS withholding regulations	needs an EIN to complete a Form W-8 (other than Form W-8ECI), avoid withholding on portfolio assets, or claim tax treaty benefits[6]	complete lines 1–5b, 7a–b (SSN or ITIN as applicable), 8a, 8b–c (if applicable), 9a, 9b (if applicable), 10, and 18.
is administering an estate	needs an EIN to report estate income on Form 1041	complete lines 1–7b, 9a, 10–12, 13–17 (if applicable), and 18.
is a withholding agent for taxes on nonwage income paid to an alien (that is, individual, corporation, or partnership, etc.)	is an agent, broker, fiduciary, manager, tenant, or spouse who is required to file Form 1042, Annual Withholding Tax Return for U.S. Source Income of Foreign Persons	complete lines 1, 2, 3 (if applicable), 4a–5b, 7a–b, 8a, 8b–c (if applicable), 9a, 9b (if applicable), 10, and 18.
is a state or local agency	serves as a tax reporting agent for public assistance recipients under Rev. Proc. 80-4, 1980-1 C.B. 581[7]	complete lines 1, 2, 4a–5b, 7a–b, 9a, 10, and 18.
is a single-member LLC (or similar single-member entity)	needs an EIN to file Form 8832, Entity Classification Election, for filing employment tax returns and excise tax returns, or for state reporting purposes[8], or is a foreign-owned U.S. disregarded entity and needs an EIN to file Form 5472, Information Return of a 25% Foreign-Owned U.S. Corporation or a Foreign Corporation Engaged in a U.S. Trade or Business	complete lines 1–18 (as applicable).
is an S corporation	needs an EIN to file Form 2553, Election by a Small Business Corporation[9]	complete lines 1–18 (as applicable).

[1] For example, a sole proprietorship or self-employed farmer who establishes a qualified retirement plan, or is required to file excise, employment, alcohol, tobacco, or firearms returns, must have an EIN. A partnership, corporation, REMIC (real estate mortgage investment conduit), nonprofit organization (church, club, etc.), or farmers' cooperative must use an EIN for any tax-related purpose even if the entity doesn't have employees.

[2] However, don't apply for a new EIN if the existing entity only (a) changed its business name, (b) elected on Form 8832 to change the way it is taxed (or is covered by the default rules), or (c) terminated its partnership status because at least 50% of the total interests in partnership capital and profits were sold or exchanged within a 12-month period. The EIN of the terminated partnership should continue to be used. See Regulations section 301.6109-1(d)(2)(iii).

[3] Don't use the EIN of the prior business unless you became the "owner" of a corporation by acquiring its stock.

[4] However, grantor trusts that don't file using Optional Method 1 and IRA trusts that are required to file Form 990-T, Exempt Organization Business Income Tax Return, must have an EIN. For more information on grantor trusts, see the Instructions for Form 1041.

[5] A plan administrator is the person or group of persons specified as the administrator by the instrument under which the plan is operated.

[6] Entities applying to be a Qualified Intermediary (QI) need a QI-EIN even if they already have an EIN. See Rev. Proc. 2000-12.

[7] See also *Household employer agent* in the instructions. **Note:** State or local agencies may need an EIN for other reasons, for example, hired employees.

[8] See *Disregarded entities* in the instructions for details on completing Form SS-4 for an LLC.

[9] An existing corporation that is electing or revoking S corporation status should use its previously-assigned EIN.

Authentisign ID: DD1F5BB0-A06C-F011-8DCA-00224822F75A

OPERATING AGREEMENT
of
My Rentals & Management LLC

This Operating Agreement (the "Agreement") made and entered into this 29th day of July, 2025 (the "Execution Date"),

BY:

My Negocios S.A of 14 Av dos Holandeses, Ed. Century Multiemp.s. 812, Sao Luis, Maranhao 65075-650 BR

(the "Member").

BACKGROUND:

A. The Member wishes to be the sole member of a limited liability company.

B. The terms and conditions of this Agreement will govern the Member within the limited liability company.

IN CONSIDERATION OF and as a condition of the Member entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Member agrees as follows:

Formation

1. By this Agreement, the Member forms a Limited Liability Company (the "Company") in accordance with the laws of the State of Florida. The rights and obligations of the Member will be as stated in the Florida Revised Limited Liability Company Act (the "Act") except as otherwise provided in this agreement.

Name

2. The name of the Company will be My Rentals & Management LLC.

Authentisign ID: DD1F5BB0-A06C-F011-8DCA-00224822F75A

Sole Member

3. While the Company consists only of one Member, any reference in this Agreement to two or more Members and that requires the majority consent or unanimous consent of Members, or that requires a certain percentage vote of Members, should be interpreted as only requiring the consent or vote of the sole Member.

Purpose

4. Real Estate Investments.

Term

5. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

Place of Business

6. The Principal Office of the Company will be located at 16207 Point Rock Dr, Oakland, FL 34787, EUA or such other place as the Members may from time to time designate.

Capital Contributions

7. The following table shows the Initial Contributions of the initial Member. The Member agrees to make the Initial Contributions to the Company in full, according to the following terms:

Member	Contribution Description	Value of Contribution
My Negocios S.A	100%	$1,000.00

Allocation of Profits/Losses

8. Subject to the other provisions of this Agreement, the Net Profits or Losses, for both accounting and tax purposes, will accrue to and be borne by the sole Member:

My Negocios S.A of 14 Av dos Holandeses, Ed. Century Multiemp.s. 812, Sao Luis, Maranhao 65075-650 BR

Authentisign ID: DD1F5BB0-A06C-F011-8DCA-00224822F75A

9. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

Nature of Interest

10. A Member's Interests in the Company will be considered personal property.

Withdrawal of Contribution

11. No Member will withdraw any portion of their Capital Contributions without the unanimous consent of the other Members.

Liability for Contribution

12. A Member's obligation to make their required Capital Contributions can only be compromised or released with the consent of all remaining Members or as otherwise provided in this Agreement. If a Member does not make the Capital Contributions when due, the Member is obligated at the option of any remaining Members to contribute cash equal to the agreed value of the Capital Contributions. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

Additional Contributions

13. Capital Contributions may be amended from time to time, according to the business needs of the Company. However, if additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case, the allocation of Net Profits or Losses and the Distribution of assets on dissociation or dissolution will be adjusted accordingly.

14. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contributions of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

Capital Accounts

15. An individual capital account (the "Capital Account") will be maintained for each Member and their Initial Contributions will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

Authentisign ID: DD1F5BB0-A06C-F011-8DCA-00224822F75A

Interest on Capital

16. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contributions inclusive of any agreed Additional Contributions.

Management

17. Management of this Company is vested in the Members.

Authority to Bind Company

18. Any Member has the authority to bind the Company in contract.

Duty of Loyalty

19. Any Member may invest in or engage in any business of any type, including without limitation, a business that is similar to the business of the Company whether or not in direct competition with the Company and whether or not within the established or contemplated market regions of the Company. Neither the Company nor any Member will have any right to that opportunity or any income derived from that opportunity.

Duty to Devote Time

20. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company's business.

Member Meetings

21. A meeting may be called by any Member providing that reasonable notice has been given to the other Members.

22. Regular meetings of the Members will be held only as required.

Voting

23. Each Member will have a single equal vote on any matter.

Admission of New Members

24. A new Member may only be admitted to the Company with a majority vote of the existing Members, except in the case of a prospective member, the admission of which would render the Company ineligible to elect out of the application of the Tax Rules, in which case a unanimous vote of the existing Members will be required to admit that member.

Authentisign ID: DD1F5BB0-A06C-F011-8DCA-00224822F75A

25. The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed to affect the admission of the new Member. Any new Member will receive such business interest in the Company as determined by a unanimous decision of the other Members.

Voluntary Withdrawal of a Member

26. Any Member will have the right to voluntarily withdraw from the Company.

27. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company.

28. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

Involuntary Withdrawal of a Member

29. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member; or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.

30. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

Dissociation of a Member

31. Where the Company consists of two or more Members, in the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's

Authentisign ID: DD1F5BB0-A06C-F011-8DCA-00224822F75A

Interests, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's Interests will be determined as set out in the Valuation of Interest section of this Agreement.

32. Valuation and Distribution will be determined as described in the Valuation of Interest section of this Agreement.

33. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.

34. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.

35. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

Right of First Purchase

36. Where the Company consists of two or more Members, in the event that a Member's Interests in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interests. The value of that interest in the Company will be the lower of the value set out in the Valuation of Interest section of this Agreement and any third party offer that the Member wishes to accept.

Assignment of Interest

37. A Member's financial interest in the Company can only be assigned to another Member and cannot be assigned to a third party except with the unanimous consent of the remaining Members.

Authentisign ID: DD1F5BB0-A06C-F011-8DCA-00224822F75A

38. In the event that a Member's Interests in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's Interests in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

Valuation of Interest

39. A Member's financial interest in the Company will be in proportion to their Capital Contributions, inclusive of any Additional Capital Contributions.

40. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.

41. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

Dissolution

42. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.

43. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:

    a. in satisfaction of liabilities to creditors except Company obligations to current Members;

    b. in satisfaction of Company debt obligations to current Members; and then

    c. to the Members based on Member financial interest, as set out in the Valuation of Interest section of this Agreement.

Authentisign ID: DD1F5BB0-A06C-F011-8DCA-00224822F75A

Records

44. The Company will at all times maintain accurate records of the following:

    a. Information regarding the status of the business and the financial condition of the Company.

    b. A copy of the Company federal, state, and local income taxes for each year, promptly after becoming available.

    c. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member.

    d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.

    e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.

45. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

Books of Account

46. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

Banking and Company Funds

47. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those

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of any other person or entity.

Audit

48. Any of the Members will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

Tax Treatment

49. This Company is intended to be treated as a disregarded entity, for the purposes of Federal and State Income Tax.

Annual Report

50. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:

a. A copy of the Company's federal income tax returns for that fiscal year.

b. Income statement.

c. Balance sheet.

Goodwill

51. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

Governing Law

52. The Members submit to the jurisdiction of the courts of the State of Florida for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Force Majeure

53. A Member will be free of liability to the Company where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member has communicated the circumstance of the event to any and all other

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Members and where the Member has taken any and all appropriate action to satisfy his duties and obligations to the Company and to mitigate the effects of the event.

Forbidden Acts

54. No Member may do any act in contravention of this Agreement.

55. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.

56. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.

57. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.

58. No Member may confess a judgment against the Company.

59. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal and may be treated accordingly by the remaining Members.

Indemnification

60. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

Liability

61. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

Authentisign ID: DD1F5BB0-A06C-F011-8DCA-00224822F75A

Liability Insurance

62. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

Life Insurance

63. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

Actions Requiring Unanimous Consent

64. The following actions will require the unanimous consent of all Members:

    a. Endangering the ownership or possession of Company property including selling, transferring or loaning any Company property or using any Company property as collateral for a loan.

    b. Releasing any Company claim except for payment in full.

Amendment of this Agreement

65. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all Members.

Title to Company Property

66. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

Miscellaneous

67. Time is of the essence in this Agreement.

68. This Agreement may be executed in counterparts.

69. Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.

Authentisign ID: DD1F5BB0-A06C-F011-8DCA-00224822F75A

70. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

71. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any Member during the negotiation stages of this Agreement, may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the Members.

72. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon each Member's successors, assigns, executors, administrators, beneficiaries, and representatives.

73. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Members at the addresses contained in this Agreement or as the Members may later designate in writing.

74. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

Additional Clause

75. The company owner is a Brazilian corporation, and all documents will be signed by the managing partner: YGLESIO LUCIANO MOYSES SILVA DE SOUZA.

Definitions

76. For the purpose of this Agreement, the following terms are defined as follows:

    a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.

    b. "Capital Contributions" means the total amount of cash, property, or services contributed to the Company by any one Member.

Authentisign ID: DD1F5BB0-A06C-F011-8DCA-00224822F75A

c. "Distribution" means a payment of Company profits to the Members.

d. "Initial Contributions" means the initial Capital Contributions made by any Member to acquire an interest in the Company.

e. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.

f. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).

g. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual, including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.

h. "Principal Office" means the office whether inside or outside the State of Florida where the executive or management of the Company maintain their primary office.

i. "Voting Members" means the Members who belong to a membership class that has voting power. Where there is only one class of Members, then those Members constitute the Voting Members.

IN WITNESS WHEREOF the Member has duly affixed their signature under hand and seal on this 29th day of July, 2025.

My Negocios S.A (Member)

Per:_____(SEAL)

AuthentiSIGN
Yglesio Luciano Moyses Silva de Souza 07/29/25

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FLORIDA DEPARTMENT OF STATE
Division of Corporations

July 29, 2025

FLORIDA FILING & SEARCH SERVICES, INC.

,

The Articles of Organization for MY RENTALS & MANAGEMENT LLC were filed on July 28, 2025, and assigned document number L25000336919. Please refer to this number whenever corresponding with this office.

The certification you requested is enclosed.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. If the annual report is not filed by May 1st, a $400 late fee will be added. **It is your responsibility to remember to file your annual report in a timely manner.**

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

https://sa.www4.irs.gov/modiein/individual/index.jsp.

Please be aware if the limited liability company address changes, it is the responsibility of the limited liability to notify this office.

Should you have any questions regarding this matter, please contact this office at the address given below.

Jazmine N Ardley
Regulatory Specialist II
New Filing Section
Division of Corporations

Letter Number: 425A00016685

Account number: FCA000000015

Amount charged: 130.00

State of Florida

Department of State

I certify from the records of this office that MY RENTALS & MANAGEMENT LLC, is a limited liability company organized under the laws of the State of Florida, filed on July 28, 2025.

The document number of this company is L25000336919.

I further certify that said company has paid all fees due this office through December 31, 2025, and its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-ninth day of July, 2025

Cord Byrd
Secretary of State

CR2E022 (01-11)

Authentisign ID: 2D025863-BA6B-F011-8DCA-00224822F75A

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:
The name of the Limited Liability Company is:

My Rentals & Management LLC
(Must contain the words "Limited Liability Company, "L.L.C.," or "LLC.")

ARTICLE II - Address:
The mailing address and street address of the principal office of the Limited Liability Company is:

Principal Office Address:	**Mailing Address:**
16207 Point Rock Dr Oakland, FL 34787	16207 Point Rock Dr Oakland, FL 34787

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:
(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

Cristiano Gomes de Almeida
Name

1391 BRENTWOOD DR
Florida street address (P.O. Box **NOT** acceptable)

Kissimmee	FL	34746
City	State	Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S..

AuthentiSIGN
Cristiano Gomes de Almeida 07/28/25
Registered Agent's Signature (REQUIRED)

(CONTINUED)

FILED
2025 JUL 28 AM 10:00
SECRETARY OF STATE
TALLAHASSEE, FL

Authentisign ID: 2D025863-BA8B-F011-8DCA-00224822F75A

ARTICLE IV-
The name and address of each person authorized to manage and control the Limited Liability Company:

Title:	**Name and Address:**
"AMBR" = Authorized Member "MGR" = Manager	
AMBR	MY NEGOCIOS S.A 14, Av dos Holandeses, Ed. Century Multiemp, S 812 Sao Luiz, Maranhao 65075-650 BR

(Use attachment if necessary)

ARTICLE V: Effective date, if other than the date of filing: _____. (OPTIONAL)
(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)
Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

ARTICLE VI: Other provisions, if any.

REQUIRED SIGNATURE:

Authentisign
Yglesio Luciano Moyses Silva de Souza 07/28/25

Signature of a member or an authorized representative of a member.
This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

YGLESIO LUCIANO MOYSES SILVA DE SOUZA
Typed or printed name of signee

Filing Fees:
$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent
$ 30.00 Certified Copy (Optional)
$ 5.00 Certificate of Status (Optional)

FILED
2025 JUL 28 AM 10:00
SECRETARY OF STATE
TALLAHASSEE, FL

IRS.gov

EIN Assistant

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

Congratulations! The EIN has been successfully assigned.

EIN Assigned: **39-3463256**

Legal Name: **MY RENTALS & MANAGEMENT LLC**

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

We strongly recommend you print this page for your records.

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

Help Topics

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

L25000336719

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only

200451961832

2025 JUL 23 PM 1:41

FLORIDA FILING & SEARCH SERVICES, INC.

P.O. BOX 10662 TALLAHASSEE, FL 32302
155 Office Plaza Dr Ste A Tallahassee FL 32301
PHONE: (800) 435-9371; FAX: (866) 860-8395

DATE: 07/28/2025

NAME: MY RENTALS & MANAGEMENT LLC

TYPE OF FILING: ARTICLES

COST: 130.00

RETURN: PLAIN COPY AND GOOD STANDING PLEASE

ACCOUNT: **FCA000000015**

AUTHORIZATION: ABBIE/PAUL HODGE

Authentisign ID: 2D025863-BA6B-F011-82CA-00224822F75A

COVER LETTER

TO: **New Filing Section**
Division of Corporations

SUBJECT: My Rentals & Management LLC
Name of Limited Liability Company

The enclosed Articles of Organization and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

MY NEGOCIOS S.A
Name of Person

My Rentals & Management LLC
Firm/Company

16207 Point Rock Dr
Address

Oakland, FL 34787
City/State and Zip Code

yglesio@yahoo.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

My Negocios S.A at (+55) 98 9110-1412
Name of Person Area Code Daytime Telephone Number

Enclosed is a check for the following amount:

☐ $125.00 Filing Fee
☒ $130.00 Filing Fee & Certificate of Status
☐ $155.00 Filing Fee & Certified Copy (additional copy is enclosed)
☐ $160.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

Mailing Address
New Filing Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address
New Filing Section Division
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

Authentisign ID: 2D025863-BA6B-F011-8DCA-00224822F75A

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

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The name of the Limited Liability Company is:

Mv Rentals & Management LLC
(Must contain the words "Limited Liability Company, "L.L.C.," or "LLC.")

ARTICLE II - Address:
The mailing address and street address of the principal office of the Limited Liability Company is:

Principal Office Address:	**Mailing Address:**
16207 Point Rock Dr	16207 Point Rock Dr
Oakland, FL 34787	Oakland, FL 34787

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:
(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

Cristiano Gomes de Almeida
Name

1391 BRENTWOOD DR
Florida street address (P.O. Box **NOT** acceptable)

Kissimmee	FL	34746
City	State	Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S..

Authentisign
Cristiano Gomes de Almeida 07/28/25
Registered Agent's Signature (REQUIRED)

(CONTINUED)

Authentisign ID: 2D025863-8A6B-F011-8DCA-00224822F75A

ARTICLE IV-
The name and address of each person authorized to manage and control the Limited Liability Company:

Title:	**Name and Address:**
"AMBR" = Authorized Member "MGR" = Manager	
AMBR	MY NEGOCIOS S.A 14. Av dos Holandeses. Ed. Century Multiemp. S 812 Sao Luiz. Maranhao 65075-650 BR

(Use attachment if necessary)

ARTICLE V: Effective date, if other than the date of filing: _____. (OPTIONAL)
(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)
Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

ARTICLE VI: Other provisions, if any.

REQUIRED SIGNATURE:

Yglesio Luciano Moyses Silva de Souza 07/28/25

Signature of a member or an authorized representative of a member.
This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

YGLESIO LUCIANO MOYSES SILVA DE SOUZA
Typed or printed name of signee

Filing Fees:

$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent
$ 30.00 Certified Copy (Optional)
$ 5.00 Certificate of Status (Optional)

BANCO CENTRAL DO BRASIL

Currency Conversion

Quotation date 15/07/2026

Amount

40,000.00

Exchange from

Real (BRL)

To

United States Dollar (USD)

Exchange result

Convert from: Real/BRL (790)
Value to convert: 40,000.00

To: United States Dollar/USD (220)
Exchange result: 7,885.3471

Base date for conversion: 07/15/2026
Rate:
1 Real/BRL (790) = 0.1971337 US Dollar/USD (220)
1 US Dollar/USD (220) = 5.0727 Real/BRL (790)

- The conversion result is informative only and does not replace the Brazilian exchange rate regulations for specific conversion cases.
- Exchange rates available after 02/01/1999.
- For non-working days, the quotation is taken on the immediately preceding business day.
- The Banco Central do Brasil (BCB) holds no responsibility for lack of information or simultaneity problems, as well as currency rate errors, except for the BRL to USD exchange rate.

Follow us

<http://br.linkedin.com/company/banco-central-do-brasil>

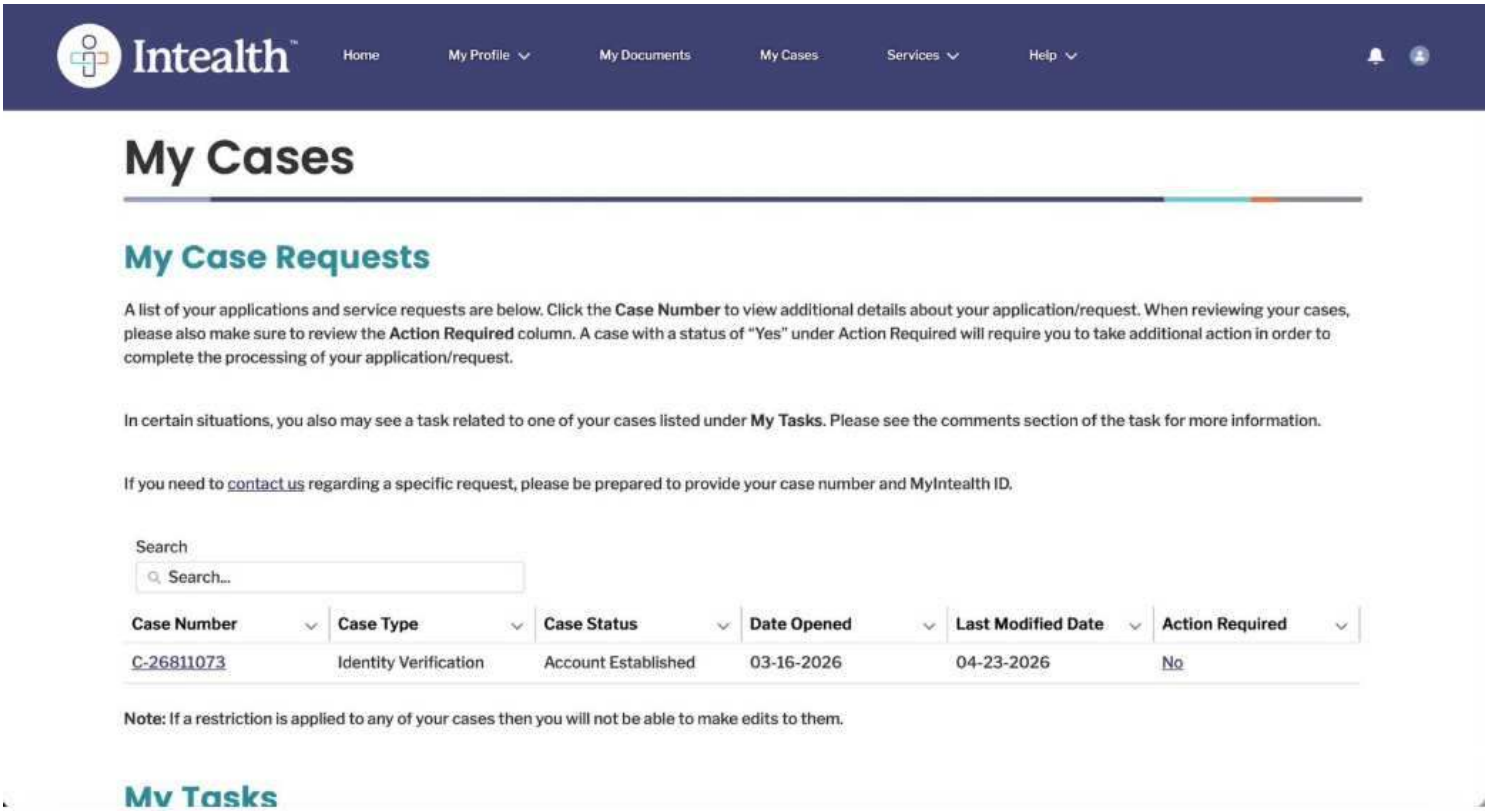
br.Facebook.com/bancocentraldobrasil/

About

Monetary Policy

Financial Stability

Exhibit C.II – Second Prong – Progress toward the proposed endeavor


Intealth
Home
My Profile
My Documents
My Cases
Services
Help
My Cases
My Case Requests
A list of your applications and service requests are below. Click the Case Number to view additional details about your application/request. When reviewing your cases, please also make sure to review the Action Required column. A case with a status of "Yes" under Action Required will require you to take additional action in order to complete the processing of your application/request.
In certain situations, you also may see a task related to one of your cases listed under My Tasks. Please see the comments section of the task for more information.
If you need to contact us regarding a specific request, please be prepared to provide your case number and MyIntealth ID.
Search
Search...
Case Number
Case Type
Case Status
Date Opened
Last Modified Date
Action Required
C-26811073
Identity Verification
Account Established
03-16-2026
04-23-2026
No
Note: If a restriction is applied to any of your cases then you will not be able to make edits to them.
My Tasks

Intealth™ Home My Profile My Documents My Cases Services Help

My Documents

Your most recently submitted identification documents on record are dispayed below. If any information is incorrect or needs to be updated, you must go to the My Profile section and submit a change request. Please note that certain changes to your identity information, once submitted, will need to be reviewed and approved before you can proceed with other applications/service requests. You may also be required to complete a new Intealth Identification Form.

Photo	
Passport	

Case Number	Case Type	Case Status	Date Opened	Last Modified Date	Action Required
C-26811073	Identity Verification	Account Established	03-16-2026	04-23-2026	No

donotreply@prometric.com
Appointment Confirmation
Para: Yglésio Moyses

To: Yglesio Luciano Moyses Silva de Souza
Date: 11 Jun 2026

Thank you for registering to take Step 1 - United States Medical Licensing Examination with Prometric, below is your appointment confirmation details.

Confirmation:	0000000109670444
Prometric ID:	PRO-CDNYWUG6U
Program:	STEP1
Exam Code:	STEP1
	Step 1 - United States Medical Licensing Examination
Exam Date:	11 Dec 2026
Exam Time:	08:30 AM

Prometric Test Center: # 5836
Orlando - Maitland
2170 West State Road 434
STE 460
LONGWOOD FLORIDA 32779
UNITED STATES

GLOBAL TEST CENTER SECURITY PROCEDURES

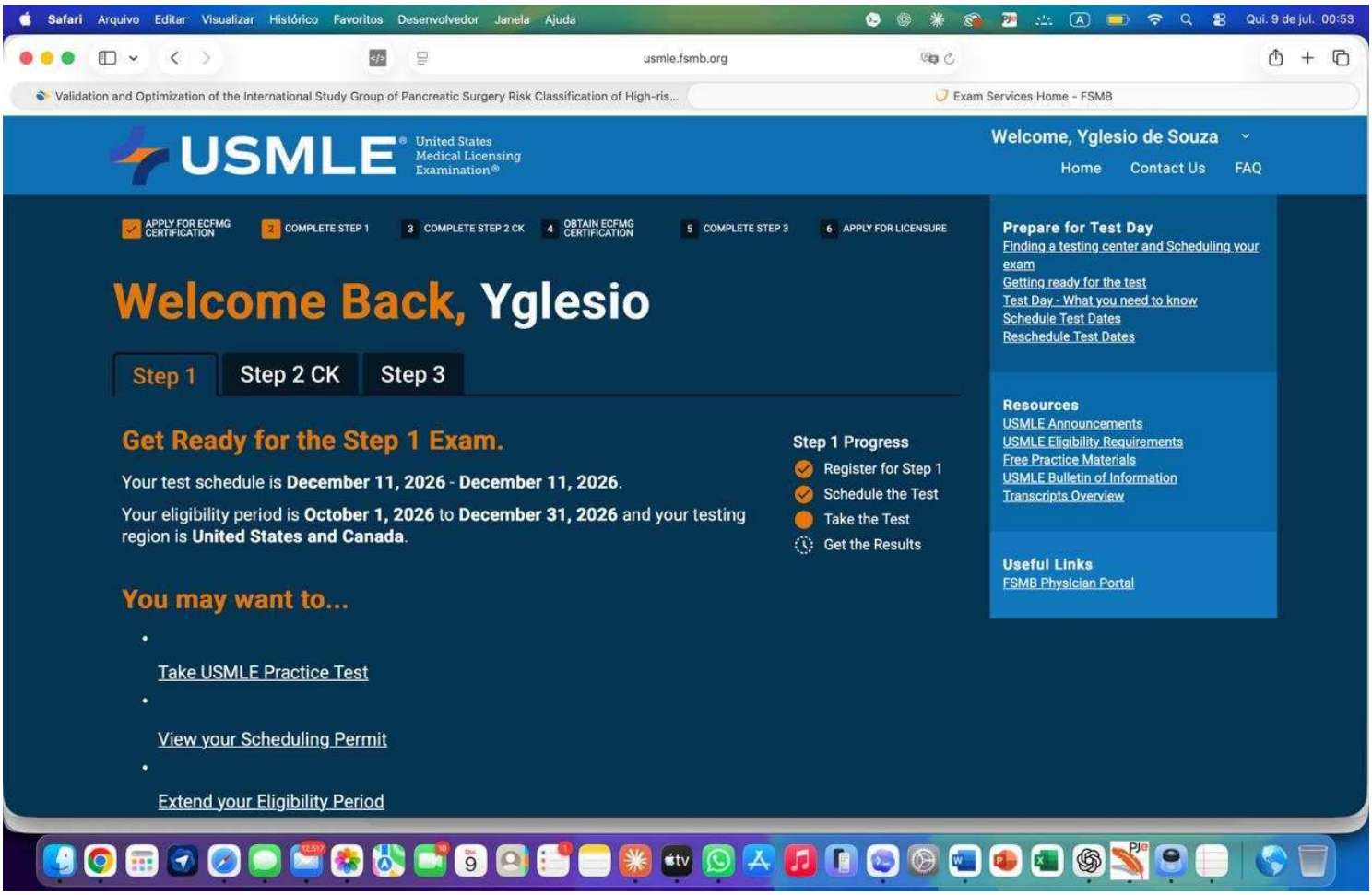
Prometric takes its role of providing a secure test environment seriously. During the check-in process, we inspect any and all eyeglasses, jewelry and other accessories to look for camera devices that could be used to capture exam content.

- You will be required to remove your eyeglasses for close visual inspection. These inspections will take a few seconds and will be done at check-in and again upon return from breaks before you begin or resume testing to ensure you do not violate any security protocol.
- Jewelry outside of wedding and engagement rings is prohibited. Please do not wear other jewelry during testing. Hair accessories, ties and bowties are subject to inspection. Please refrain from using ornate clips, combs, barrettes, headbands, tie clips, cuff links and other accessories as you may be prohibited from wearing them during testing and asked to remove these items. Violation of security protocol may result in the termination of your exam and notification to your test sponsor.

IDENTIFICATION POLICY

You must bring your Scheduling Permit and proper identification with you to be admitted to the exam. Review your Scheduling Permit for complete details. *This email is NOT your Scheduling Permit.

You may access your Scheduling Permit from your account on your registration entity's (NBME, ECFMG, or FSMB) website. We strongly encourage you to print your Scheduling Permit at least several days in advance of your scheduled test date to avoid any problems accessing or printing your permit on test day. You may print your Scheduling Permit or present it electronically (e.g., via Smartphone). If, on the day of


Safari Arquivo Editar Visualizar Histórico Favoritos Desenvolvedor Janela Ajuda
Qui. 9 de jul. 00:53
usmle.fsmb.org
Validation and Optimization of the International Study Group of Pancreatic Surgery Risk Classification of High-ris...
Exam Services Home - FSMB
USMLE United States Medical Licensing Examination
Welcome, Yglesio de Souza
Home
Contact Us
FAQ
1 APPLY FOR ECFMG CERTIFICATION
2 COMPLETE STEP 1
3 COMPLETE STEP 2 CK
4 OBTAIN ECFMG CERTIFICATION
5 COMPLETE STEP 3
6 APPLY FOR LICENSURE
Welcome Back, Yglesio
Step 1
Step 2 CK
Step 3
Get Ready for the Step 1 Exam.
Your test schedule is December 11, 2026 - December 11, 2026.
Your eligibility period is October 1, 2026 to December 31, 2026 and your testing region is United States and Canada.
Step 1 Progress
Register for Step 1
Schedule the Test
Take the Test
Get the Results
You may want to...
Take USMLE Practice Test
View your Scheduling Permit
Extend your Eligibility Period
Prepare for Test Day
Finding a testing center and Scheduling your exam
Getting ready for the test
Test Day - What you need to know
Schedule Test Dates
Reschedule Test Dates
Resources
USMLE Announcements
USMLE Eligibility Requirements
Free Practice Materials
USMLE Bulletin of Information
Transcripts Overview
Useful Links
FSMB Physician Portal

United States Medical Licensing Examination®

Step 1 SCHEDULING PERMIT

IMPORTANT DOCUMENT - TAKE TO TEST CENTER

Name: Yglesio Luciano Moyses Silva de Souza
USMLE#: 0-851-068-7
Program: STEP1
Exam: STEP1
Scheduling #: 054491250
(for appointment scheduling)
Testing Region: United States and Canada

Eligibility Begins: October 01, 2026
Eligibility Ends: December 31, 2026
 # Test Days: 1
CIN (Candidate ID #): CFWX928XDHK
(for use on test date only to access your exam)

This Scheduling Permit authorizes you to sit for Step 1 during the period noted above. **You must bring this permit to the test center in order to take your exam.** You may print this permit or present it electronically (e.g. via Smartphone). If, on the day of your exam, you are unable to access the permit electronically for any reason, you must present a paper copy. Review the *USMLE ® Bulletin of Information* at **www.usmle.org** for specific procedures.

1. **SCHEDULE A TEST DATE:** Using the information above, schedule a test date via the Prometric website at **www.prometric.com/USMLE** or call 1-800-MED-EXAM (1-800-633-3926) located in Baltimore, MD, USA, available M-F 8AM-8PM (local time). Provide a valid telephone number and email address when scheduling so Prometric can email you a Confirmation Notice and contact you in the event that your appointment must be rescheduled. The Confirmation Notice contains a Prometric Confirmation Number -- You need this number to **confirm or change** your appointment.
2. **CONFIRM OR CHANGE APPOINTMENT:** Confirm your appointment using your Prometric Confirmation Number one week before your appointment at **www.prometric.com/USMLE** or by calling the telephone number above. You may change (e.g., reschedule, cancel, change test center location) your appointment within the eligibility period noted above. **To avoid an appointment change fee, you must change your appointment 46 or more days before (but not including) the first day of your scheduled test date.** All deadlines are calculated using local time in Baltimore, MD, USA. If you reschedule your appointment or change your test center location within 45 days, you must pay a fee to Prometric at the time you make the change. If you cancel your appointment within 45 days or do not test as scheduled, before you can schedule a new appointment, you must **call** Prometric at 1-800-853-6769 to pay a fee to reinstate your eligibility record. Refer to your Confirmation Notice for specific fee information.
3. **ELIGIBILITY PERIOD EXTENSION**: If you are unable to test within your eligibility period, contact FSMB to inquire about a one-time, contiguous three-month eligibility period extension. A fee is charged for this service. Visit FSMB's website for more information. If you do not take the test within your original or extended eligibility period and wish to take it in the future, you must reapply by submitting a new application and fee(s).
4. **PRACTICE SESSION:** To take a Practice Session at a Prometric Test Center for a fee payable to Prometric, register on the USMLE website, **www.usmle.org**, using the Scheduling # and CIN from this permit. You will be issued a Practice Session Scheduling Permit within seven business days of registering. Upon receipt of your permit, you may contact Prometric to pay the fee and schedule an appointment.
5. **ADMISSION TO THE TEST CENTER:** You **must** bring this Scheduling Permit and an unexpired, government-issued form of ID (such as a driver's license or passport) that includes both your recent photograph and signature. **The name on your ID must match the name on this permit exactly.** The only acceptable differences are variations in capitalization; the presence of a middle name, middle initial or suffix on one document and its absence on the other; or the presence of a middle name on one and middle initial on the other. The name on your ID must appear in the Latin alphabet, i.e., in "English language letters." If the names on your ID and permit differ, contact FSMB immediately. **You cannot make a name change or correction within seven business days of your scheduled test date.** If you are required to carry a Permanent Residency Card, be sure to bring it with you along with the other required form of ID as noted above.
6. **TEST DAY:**
   - **ARRIVAL:** Report to the test center 30 minutes before your scheduled appointment. You must sign in and your photograph will be taken. If you arrive later than your scheduled appointment, you **may not** be admitted. If you arrive **more than 30 minutes after your scheduled appointment**, you **will not** be admitted to the testing center.
   - **PERSONAL ITEM STORAGE: You must place all of your personal items, including cell phones, pagers, watches, wallets, food, and beverages in a small locker.** Pagers and cell phones must be turned off.
   - **TESTING:** The Test Center Administrator (TCA) will instruct you to write your name and CIN listed above on a laminated writing surface provided for making notes. You will enter your CIN into the computer at your workstation to initiate your exam and to resume testing after breaks. **Do not erase your name and CIN** from the laminated writing surface until the end of your test day.
7. **END OF TEST DAY:** The TCA will provide you with a printout that confirms you appeared for that day's testing session. Once you leave the test center, Prometric cannot reproduce the printout.

Gmail

Juliana Britto <julianabrittofreire@gmail.com>

Fwd: Appointment Confirmation IMPRIME por favor e escaneia

Yglésio Luciano <yglesio@yahoo.com> qui., 9 de jul., 02:06
Para: Juliana Britto <julianabrittofreire@gmail.com>

Início da mensagem encaminhada:

De: donotreply@prometric.com
Assunto: Confirmação de Consulta
Data: 11 de junho de 2026 às 23h01min42 BRT
Para: yglesio@yahoo.com

Para: Yglesio Luciano Moysés Silva de Souza
Data: 11 de junho de 2026

Obrigado por se inscrever para participar. Etapa 1 - Exame de Licenciamento Médico dos Estados Unidos Com a Prometric, abaixo estão os detalhes da confirmação do seu agendamento.

Confirmação:	0000000109670444
ID Prometric:	PRO-CDNYWUG6U
Programa:	PASSO 1
Código do exame:	PASSO 1 Etapa 1 - Exame de Licenciamento Médico dos Estados Unidos
Data do exame:	11 de dezembro de 2026
Horário do exame:	08:30 da manhã

Centro de Testes Prometric: # 5836
Orlando - Maitland
2170 West State Road 434
STE 460
LONGWOOD, FLÓRIDA 32779
ESTADOS UNIDOS

PROCEDIMENTOS DE SEGURANÇA DO CENTRO DE TESTES GLOBAL

A Prometric leva a sério seu papel de fornecer um ambiente de teste seguro. Durante o processo de check-in, inspecionamos todos os óculos, joias e outros acessórios em busca de dispositivos com câmeras que possam ser usados para capturar o conteúdo do exame.

- Você deverá remover seus óculos para uma inspeção visual detalhada. Essas inspeções levarão alguns segundos e serão realizadas no momento do check-in e novamente após os intervalos, antes de iniciar ou retomar os testes, para garantir que você não viole nenhum protocolo de segurança.
- É proibido o uso de joias que não sejam alianças de casamento ou noivado. Por favor, não use outras joias durante a prova. Acessórios de cabelo, gravatas e laços estão sujeitos a inspeção. Por favor, evite usar presilhas ornamentadas, pentes, grampos de cabelo, tiaras, prendedores de gravata, abotoaduras e outros acessórios, pois você poderá ser impedido de usá-los durante a prova e solicitado a removê-los. A violação do protocolo de segurança pode resultar no cancelamento da sua prova e na notificação da instituição responsável pela aplicação do exame.

POLÍTICA DE IDENTIFICAÇÃO

Você deve trazer sua Autorização de Agendamento e um documento de identificação válido para ser admitido(a) na sala de exame. Consulte sua Autorização de Agendamento para obter todos os detalhes. *Este e-mail NÃO é sua Autorização de Agendamento.

Você pode acessar sua Autorização de Agendamento na sua conta no site da sua entidade de registro (NBME, ECFMG ou FSMB). Recomendamos fortemente que você imprima sua Autorização de Agendamento com pelo menos alguns dias de antecedência da data agendada para a prova, a fim de evitar problemas de acesso ou impressão no dia da prova.
Você pode imprimir sua Autorização de Agendamento ou apresentá-la eletronicamente (por exemplo, via smartphone). Se, no dia da sua prova, você não conseguir acessar a autorização eletronicamente por qualquer motivo, deverá apresentar uma cópia impressa.

O nome no seu documento de identidade deve aparecer no alfabeto latino, ou seja, em letras do alfabeto inglês.

POLÍTICA DE REMARCAÇÃO/CANCELAMENTO

Se precisar alterar (por exemplo, reagendar, cancelar, mudar o local do centro de testes) seu agendamento, você deve ir ao www.prometric.com/USMLE ou ligue para o Centro Regional de Registro (RRC) da Prometric indicado em sua Autorização de Agendamento. Se você reagendar, a(s) nova(s) data(s) da prova devem estar dentro do seu período de elegibilidade. Caso não consiga fazer a prova dentro do seu período de elegibilidade, entre em contato com a entidade responsável pelo seu registro para solicitar uma prorrogação única do período de elegibilidade. Há uma taxa para esse serviço e algumas restrições podem ser aplicadas.
A data em que você alterar sua consulta, usando o horário local do RRC, determinará se você terá que pagar uma taxa de alteração de consulta e o valor dessa taxa:
46 dias ou mais antes do exame (nacional ou internacional): US$ 0,00
Meio-dia, 45 a 31 dias antes do exame (nacional ou internacional): US$ 35,00
Meio-dia, 30 a 6 dias antes do exame (nacional ou internacional): US$ 100,00
Meio-dia, 5 a 0 dias antes do exame (somente para residentes no país): US$ 142,00
Meio-dia, 5 a 0 dias antes do exame (somente para estudantes internacionais): US$ 365,00
Observe que "0 dias antes da prova" indica o dia anterior à data da sua prova.

NOTA IMPORTANTE SOBRE CANCELAMENTOS OU PERDIÇÕES: Se você cancelar seu agendamento com menos de 30 dias de antecedência ou não comparecer na data agendada para o exame, deverá ligar para o RRC conforme as instruções em sua Autorização de Agendamento e pagar a taxa correspondente para restabelecer seu cadastro de elegibilidade antes de poder agendar um novo exame. Não será possível realizar nenhuma transação pela internet.
Caso você não faça o teste dentro do seu período de elegibilidade original ou estendido e deseje fazê-lo no futuro, você deverá se inscrever novamente, enviando uma nova inscrição e pagando a taxa correspondente.
Caso você seja reprovado ou não conclua o exame e deseje refazê-lo, será necessário se inscrever novamente, enviando uma nova inscrição e pagando a taxa correspondente. As políticas para repetição do exame estão disponíveis no Boletim Informativo do USMLE em [link para o boletim]. www.usmle.org .

INSTRUÇÕES DE COMO CHEGAR

Vindo de Orlando: Pegue a I-4 Leste até a saída 94 para a W. SR 434. Vire à esquerda na W. SR 434 e, no terceiro semáforo, vire à esquerda novamente. O parque empresarial é o Sanlando Office Park.

Vindo de Daytona Beach: Pegue a I-4 Oeste até a saída 94 para a W. SR 434 e vire à direita na W. SR 434. No segundo semáforo, vire à esquerda; você estará no Sanlando Office Park.

ACESSO AO PRÉDIO FORA DO HORÁRIO COMERCIAL: o interfone para acesso fora do horário comercial está localizado na entrada dos fundos do prédio (próximo às vagas de estacionamento para deficientes).

NBME® SELF-ASSESSMENTS

COMPREHENSIVE BASIC SCIENCE SELF-ASSESSMENT (CBSSA)
EXAMINEE PERFORMANCE REPORT

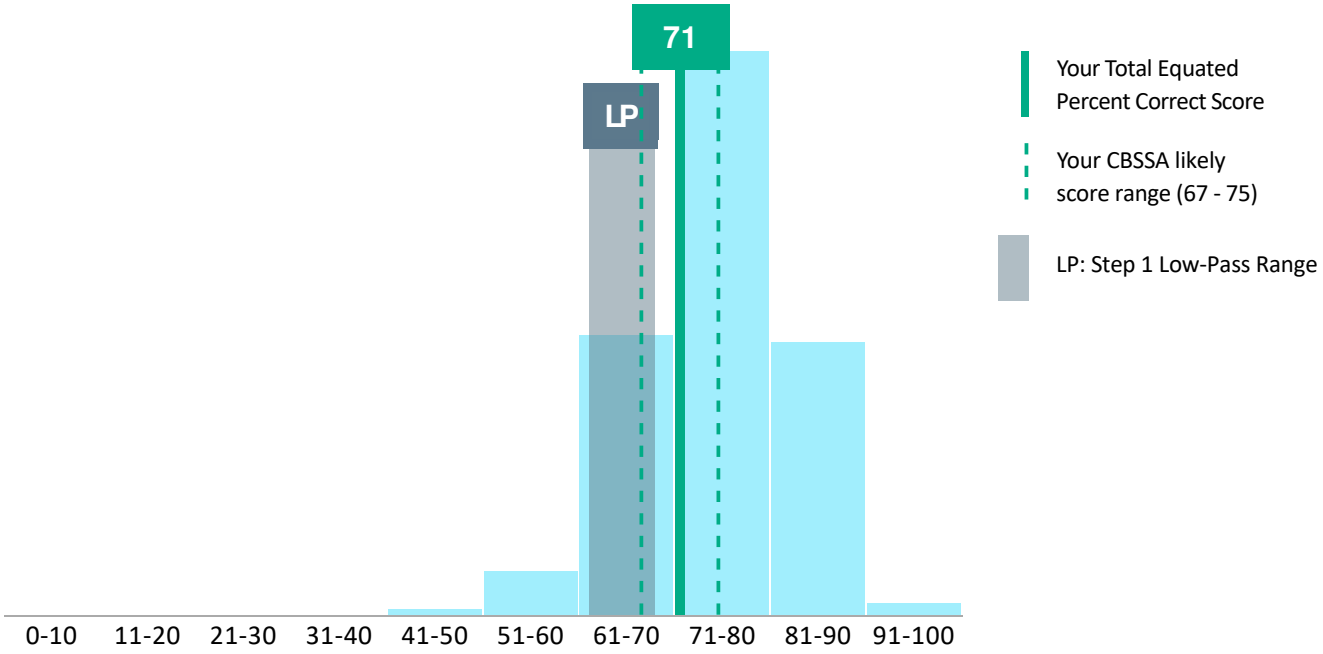
Name: Souza, Yglesio

Test Date: 3/16/2026

Total Equated Percent Correct Score: 71%

The chart below represents the performance of a 2024 national cohort of students from LCME-accredited medical schools. Your total equated percent correct (EPC) score on this CBSSA exam is shown along with a range that corresponds to low passing performance (above but near the minimum passing standard) on the United States Medical Licensing Examination® (USMLE®) Step 1.

Based on your performance on this CBSSA, your estimated probability of passing Step 1 if you test within a week is 97%.



Interpreting Your Overall Results:

- **Readiness for Step 1:** Since CBSSA and Step 1 cover very similar content, CBSSA performance can be used in conjunction with other information to assess readiness for Step 1. However, if you take CBSSA under conditions that differ from the conditions under which you will be taking Step 1 (e.g., you used self-paced timing on CBSSA or consulted resources while testing), or if the CBSSA that you have taken contains the same questions that were on a CBSSA that you took previously, the information in this report will not be as reliable in helping you evaluate your readiness to take Step 1.
- **Your CBSSA equated percent correct score** represents the percentage of the content that you have mastered. It has been statistically adjusted to account for slight variations in exam form difficulty and may be slightly lower or higher than the actual percentage of questions you answered correctly on this specific form.
- **Your estimated probability of passing Step 1** can range from 1 to 99% and is calculated using a statistical model, updated annually, based on examinees who tested within one week of taking Step 1 for the first time (last updated on August 28, 2025). If you tested more than a week before you are scheduled to take Step 1, your estimated probability may be different.
- **Your estimated probability is not a guarantee of your future Step 1 performance.** Many factors (e.g., changing levels of knowledge) may impact your performance on Step 1.
- **Your likely score range** indicates how much your score could change if you took CBSSA again without learning or forgetting any information. Under those conditions, your subsequent CBSSA score would fall within 4 points of your current score two-thirds of the time.
- **A PDF version of your report** is typically available within 4 hours. To review your score before then, log in to MyNBME® Examinee Portal, click on the registration ID associated with this assessment, then click Review Your Results Interactively.

NBME® SELF-ASSESSMENTS

COMPREHENSIVE BASIC SCIENCE SELF-ASSESSMENT (CBSSA)
EXAMINEE PERFORMANCE REPORT

Name: Souza, Yglesio Test Date: 3/16/2026

Interpreting Your Content Area Results:

- **Your equated percent correct (EPC) scores** indicate the percentage of the content that you have mastered. EPC scores may be slighty lower or higher than the actual percentage of questions you answered correctly on this specific exam form because they are statistically adjusted to account for slight variations in exam form difficulty.
- **The comparison group average EPC score** represents the estimated performance of the 2024 cohort of Step 1 first-takers from LCME-accredited medical schools on CBSSA.
- **The green boxes** indicate whether your performance was statistically lower, about the same, or statistically higher than the performance of the comparison group after taking into account the precision of each content area score. Content area EPC scores are less precise than total test EPC scores, so small differences in content area scores should not be overinterpreted.
- **You may use this report to identify areas of strength and weakness**. Keep in mind that some content areas are more difficult than others, and some comprise larger portions of the exam.
- **The percentage of questions contributing to each content area** stays in the same range as shown in the column labeled % of Questions across CBSSA, CBSE (Comprehensive Basic Science Examination), and Step 1 exam forms. The percentages may not add up to 100%.

	Your EPC Score	Comparison Group Average EPC Score	Score Comparison: Lower Same Higher	% of Questions
Performance by Physician Task				
Medical Knowledge: Applying Foundational Science Concepts	**64**	72		60-70%
Patient Care: Diagnosis	**82**	78		20-25%

NBME® SELF-ASSESSMENTS

COMPREHENSIVE BASIC SCIENCE SELF-ASSESSMENT (CBSSA)

EXAMINEE PERFORMANCE REPORT

Name: Souza, Yglesio Test Date: 3/16/2026

	Your EPC Score	Comparison Group Average EPC Score	Score Comparison: Lower Same Higher	% of Questions
Performance by System				
Reproductive & Endocrine Systems	**74**	75		12-16%
Respiratory and Renal/Urinary Systems	**86**	72		11-15%
Behavioral Health & Nervous Systems/Special Senses	**72**	74		10-14%
Blood & Lymphoreticular/Immune Systems	**65**	75		9-13%
Multisystem Processes & Disorders	**42**	75		8-12%
Musculoskeletal, Skin & Subcutaneous Tissue	**68**	76		8-12%
Cardiovascular System	**52**	73		7-11%
Gastrointestinal System	**94**	74		6-10%

NBME® SELF-ASSESSMENTS

COMPREHENSIVE BASIC SCIENCE SELF-ASSESSMENT (CBSSA)

EXAMINEE PERFORMANCE REPORT

Name: Souza, Yglesio Test Date: 3/16/2026

	Your EPC Score	Comparison Group Average EPC Score	Score Comparison: Lower Same Higher	% of Questions
Performance by Discipline				
Pathology	**68**	75		45-55%
Physiology	**62**	75		30-40%
Microbiology & Immunology	**78**	73		15-35%
Gross Anatomy & Embryology	**77**	70		10-20%
Pharmacology	**65**	76		10-20%
Behavioral Sciences	**77**	83		10-15%
Biochemistry & Nutrition	**47**	74		5-15%
Histology & Cell Biology	**43**	71		5-15%
Genetics	**48**	72		5-10%

NBME® SELF-ASSESSMENTS

COMPREHENSIVE BASIC SCIENCE SELF-ASSESSMENT (CBSSA) LONGITUDINAL REPORT

Name: Souza, Yglesio Test Date: 3/16/2026

This report summarizes your overall and content area longitudinal performance based on up to six previous Comprehensive Basic Science Self-Assessment (CBSSA) administrations purchased on or after August 28, 2025.

Please remember that estimated performance based on taking CBSSA is not a guarantee of future performance on Step 1. Many factors may impact performance on Step 1.

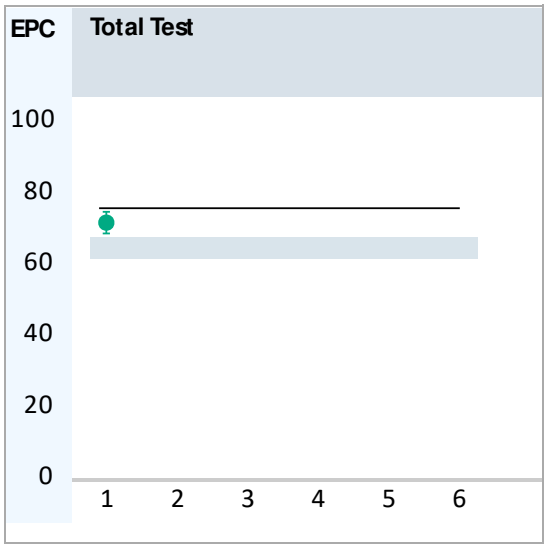
Your Overall Performance History

You may use the information below as a reminder of which CBSSA form(s) you have already taken, when, and your total equated percent correct (EPC) score(s). EPC scores indicate the percentage of the content that you have mastered. They are statistically adjusted to account for slight variations in exam form difficultly and may be slightly lower or higher than the actual percentage of questions you answered correctly on each specific exam form.

	Test Date	Form	Total EPC Score
1	03/16/2026	26	71

Your Overall Performance Longitudinal Graph

- The **green circles** represent your total EPC scores and the **green vertical lines** represent score precision, or how much your score could change if you tested again without learning or forgetting.
- The **black line** represents the average performance of Step 1 first-takers from LCME-accredited medical schools on CBSSA.
- The **shaded area** represents low passing performance (above but near the minimum passing score) on Step 1.
- When looking for patterns, consider the precision of scores. If the vertical lines for two scores overlap between administrations, your performance was not significantly different on those administrations.
- Please visit the CBSSA section of the NBME website for additional guidance.



NBME® SELF-ASSESSMENTS

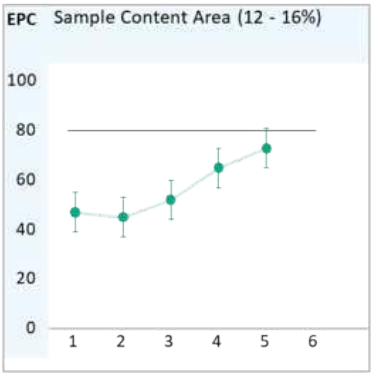
COMPREHENSIVE BASIC SCIENCE SELF-ASSESSMENT (CBSSA) LONGITUDINAL REPORT

Name: Souza, Yglesio Test Date: 3/16/2026

Interpreting Content Area Performance Longitudinal Graphs

The content area performance longitudinal graphs can be interpreted like the overall performance longitudinal graph.

- The **green circles** represent your content area EPC scores and the **green vertical lines** represent score precision. Content areas that comprise larger portions of the exam are more precise.
- The **percentage of questions** contributing to each content area is shown in parentheses.
- The **black line** represents the average estimated performance of Step 1 first-takers from LCME-accredited medical schools on CBSSA. There is no passing standard for individual content areas.
- When looking for patterns, consider the precision of scores. If the vertical lines for two scores overlap between administrations, your performance was not significantly different on those administrations.



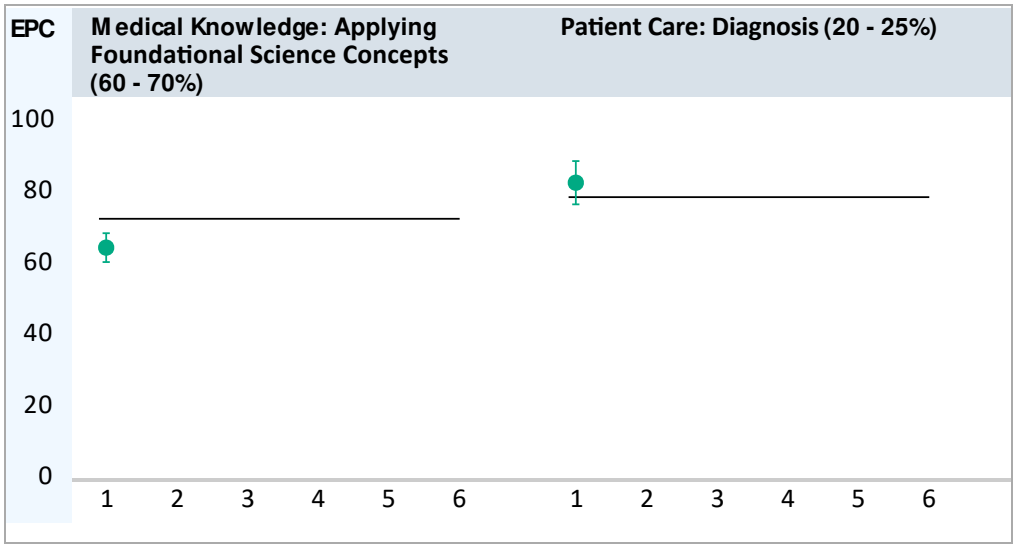
Sample Graph Interpretation

In the sample longitudinal graph to the left, there is overlap among the scores for attempts 1, 2, and 3; 3 and 4; as well as 4 and 5. Performance within those clusters was similar.

In turn, performance on attempt 4 was significantly higher compared to attempts 1 and 2 (no overlap), and performance on attempt 5 was significantly higher compared to attempts 1, 2, and 3 (again, no overlap).

Your Content Area Performance Longitudinal Graphs

PHYSICIAN TASK



NBME® SELF-ASSESSMENTS

COMPREHENSIVE BASIC SCIENCE SELF-ASSESSMENT (CBSSA) LONGITUDINAL REPORT

Name: Souza, Yglesio

Test Date: 3/16/2026

Your Content Area Performance Longitudinal Graphs

SYSTEM



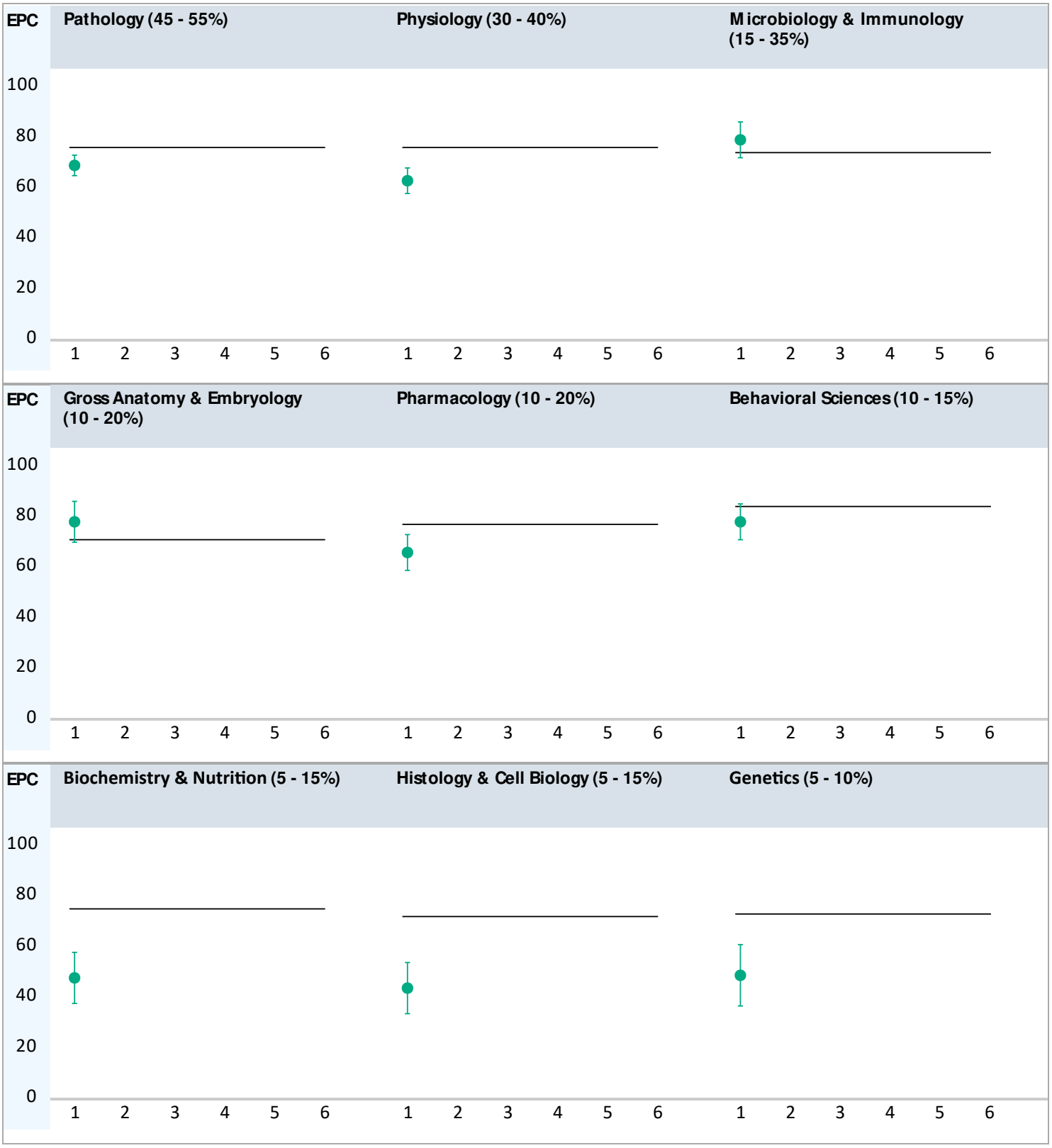
NBME® SELF-ASSESSMENTS

COMPREHENSIVE BASIC SCIENCE SELF-ASSESSMENT (CBSSA) LONGITUDINAL REPORT

Name: Souza, Yglesio Test Date: 3/16/2026

Your Content Area Performance Longitudinal Graphs

DISCIPLINE



NBME® SELF-ASSESSMENTS

COMPREHENSIVE BASIC SCIENCE SELF-ASSESSMENT (CBSSA)
EXAMINEE PERFORMANCE REPORT

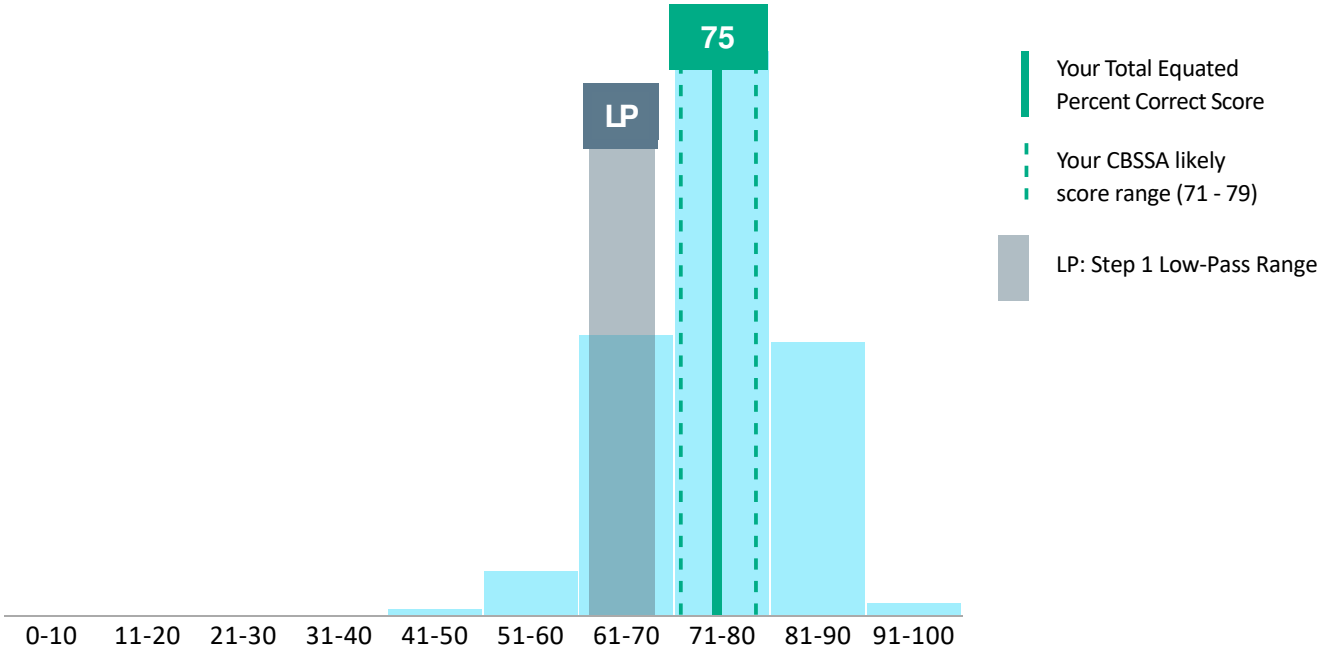
Name: Souza, Yglesio

Test Date: 4/19/2026

Total Equated Percent Correct Score: 75%

The chart below represents the performance of a 2024 national cohort of students from LCME-accredited medical schools. Your total equated percent correct (EPC) score on this CBSSA exam is shown along with a range that corresponds to low passing performance (above but near the minimum passing standard) on the United States Medical Licensing Examination® (USMLE®) Step 1.

Based on your performance on this CBSSA, your estimated probability of passing Step 1 if you test within a week is 99%.



Interpreting Your Overall Results:

- **Readiness for Step 1:** Since CBSSA and Step 1 cover very similar content, CBSSA performance can be used in conjunction with other information to assess readiness for Step 1. However, if you take CBSSA under conditions that differ from the conditions under which you will be taking Step 1 (e.g., you used self-paced timing on CBSSA or consulted resources while testing), or if the CBSSA that you have taken contains the same questions that were on a CBSSA that you took previously, the information in this report will not be as reliable in helping you evaluate your readiness to take Step 1.
- **Your CBSSA equated percent correct score** represents the percentage of the content that you have mastered. It has been statistically adjusted to account for slight variations in exam form difficulty and may be slightly lower or higher than the actual percentage of questions you answered correctly on this specific form.
- **Your estimated probability of passing Step 1** can range from 1 to 99% and is calculated using a statistical model, updated annually, based on examinees who tested within one week of taking Step 1 for the first time (last updated on August 28, 2025). If you tested more than a week before you are scheduled to take Step 1, your estimated probability may be different.
- **Your estimated probability is not a guarantee of your future Step 1 performance.** Many factors (e.g., changing levels of knowledge) may impact your performance on Step 1.
- **Your likely score range** indicates how much your score could change if you took CBSSA again without learning or forgetting any information. Under those conditions, your subsequent CBSSA score would fall within 4 points of your current score two-thirds of the time.
- **A PDF version of your report** is typically available within 4 hours. To review your score before then, log in to MyNBME® Examinee Portal, click on the registration ID associated with this assessment, then click Review Your Results Interactively.

NBME® SELF-ASSESSMENTS

COMPREHENSIVE BASIC SCIENCE SELF-ASSESSMENT (CBSSA)

EXAMINEE PERFORMANCE REPORT

Name: Souza, Yglesio Test Date: 4/19/2026

Interpreting Your Content Area Results:

- **Your equated percent correct (EPC) scores** indicate the percentage of the content that you have mastered. EPC scores may be slighty lower or higher than the actual percentage of questions you answered correctly on this specific exam form because they are statistically adjusted to account for slight variations in exam form difficulty.
- **The comparison group average EPC score** represents the estimated performance of the 2024 cohort of Step 1 first-takers from LCME-accredited medical schools on CBSSA.
- **The green boxes** indicate whether your performance was statistically lower, about the same, or statistically higher than the performance of the comparison group after taking into account the precision of each content area score. Content area EPC scores are less precise than total test EPC scores, so small differences in content area scores should not be overinterpreted.
- **You may use this report to identify areas of strength and weakness**. Keep in mind that some content areas are more difficult than others, and some comprise larger portions of the exam.
- **The percentage of questions contributing to each content area** stays in the same range as shown in the column labeled % of Questions across CBSSA, CBSE (Comprehensive Basic Science Examination), and Step 1 exam forms. The percentages may not add up to 100%.

	Your EPC Score	Comparison Group Average EPC Score	Score Comparison: Lower	Same	Higher	% of Questions
Performance by Physician Task						
Medical Knowledge: Applying Foundational Science Concepts	**69**	72	■			60-70%
Patient Care: Diagnosis	**91**	78			■	20-25%

NBME® SELF-ASSESSMENTS

COMPREHENSIVE BASIC SCIENCE SELF-ASSESSMENT (CBSSA)

EXAMINEE PERFORMANCE REPORT

Name: Souza, Yglesio Test Date: 4/19/2026

	Your EPC Score	Comparison Group Average EPC Score	Score Comparison: Lower Same Higher	% of Questions
Performance by System				
Reproductive & Endocrine Systems	**67**	75		12-16%
Respiratory and Renal/Urinary Systems	**89**	72		11-15%
Behavioral Health & Nervous Systems/Special Senses	**67**	74		10-14%
Blood & Lymphoreticular/Immune Systems	**46**	75		9-13%
Multisystem Processes & Disorders	**84**	75		8-12%
Musculoskeletal, Skin & Subcutaneous Tissue	**80**	76		8-12%
Cardiovascular System	**81**	73		7-11%
Gastrointestinal System	**82**	74		6-10%

NBME® SELF-ASSESSMENTS

COMPREHENSIVE BASIC SCIENCE SELF-ASSESSMENT (CBSSA)

EXAMINEE PERFORMANCE REPORT

Name: Souza, Yglesio Test Date: 4/19/2026

	Your EPC Score	Comparison Group Average EPC Score	Score Comparison: Lower Same Higher	% of Questions
Performance by Discipline				
Pathology	**76**	75		45-55%
Physiology	**73**	75		30-40%
Microbiology & Immunology	**62**	73		15-35%
Gross Anatomy & Embryology	**78**	70		10-20%
Pharmacology	**61**	76		10-20%
Behavioral Sciences	**87**	83		10-15%
Biochemistry & Nutrition	**54**	74		5-15%
Histology & Cell Biology	**71**	71		5-15%
Genetics	**40**	72		5-10%

NBME® SELF-ASSESSMENTS

COMPREHENSIVE BASIC SCIENCE SELF-ASSESSMENT (CBSSA) LONGITUDINAL REPORT

Name: Souza, Yglesio Test Date: 4/19/2026

This report summarizes your overall and content area longitudinal performance based on up to six previous Comprehensive Basic Science Self-Assessment (CBSSA) administrations purchased on or after August 28, 2025.

Please remember that estimated performance based on taking CBSSA is not a guarantee of future performance on Step 1. Many factors may impact performance on Step 1.

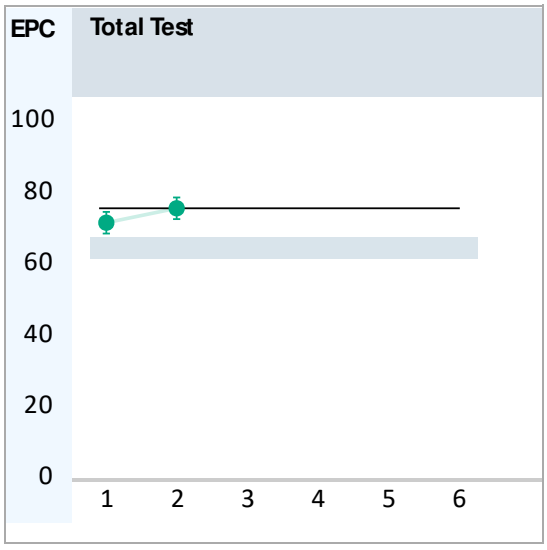
Your Overall Performance History

You may use the information below as a reminder of which CBSSA form(s) you have already taken, when, and your total equated percent correct (EPC) score(s). EPC scores indicate the percentage of the content that you have mastered. They are statistically adjusted to account for slight variations in exam form difficultly and may be slightly lower or higher than the actual percentage of questions you answered correctly on each specific exam form.

	Test Date	Form	Total EPC Score
1	03/16/2026	26	71
2	04/19/2026	27	75

Your Overall Performance Longitudinal Graph

- The **green circles** represent your total EPC scores and the **green vertical lines** represent score precision, or how much your score could change if you tested again without learning or forgetting.
- The **black line** represents the average performance of Step 1 first-takers from LCME-accredited medical schools on CBSSA.
- The **shaded area** represents low passing performance (above but near the minimum passing score) on Step 1.
- When looking for patterns, consider the precision of scores. If the vertical lines for two scores overlap between administrations, your performance was not significantly different on those administrations.
- Please visit the CBSSA section of the NBME website for additional guidance.



NBME® SELF-ASSESSMENTS

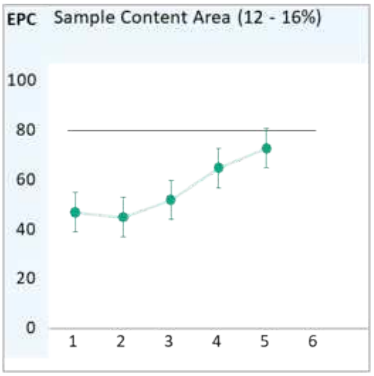
COMPREHENSIVE BASIC SCIENCE SELF-ASSESSMENT (CBSSA) LONGITUDINAL REPORT

Name: Souza, Yglesio Test Date: 4/19/2026

Interpreting Content Area Performance Longitudinal Graphs

The content area performance longitudinal graphs can be interpreted like the overall performance longitudinal graph.

- The **green circles** represent your content area EPC scores and the **green vertical lines** represent score precision. Content areas that comprise larger portions of the exam are more precise.
- The **percentage of questions** contributing to each content area is shown in parentheses.
- The **black line** represents the average estimated performance of Step 1 first-takers from LCME-accredited medical schools on CBSSA. There is no passing standard for individual content areas.
- When looking for patterns, consider the precision of scores. If the vertical lines for two scores overlap between administrations, your performance was not significantly different on those administrations.



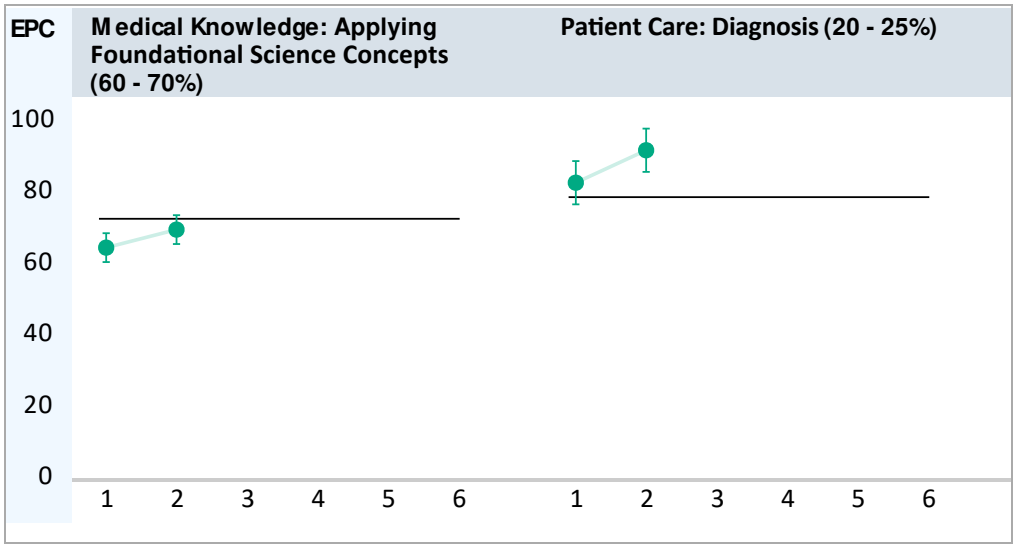
Sample Graph Interpretation

In the sample longitudinal graph to the left, there is overlap among the scores for attempts 1, 2, and 3; 3 and 4; as well as 4 and 5. Performance within those clusters was similar.

In turn, performance on attempt 4 was significantly higher compared to attempts 1 and 2 (no overlap), and performance on attempt 5 was significantly higher compared to attempts 1, 2, and 3 (again, no overlap).

Your Content Area Performance Longitudinal Graphs

PHYSICIAN TASK



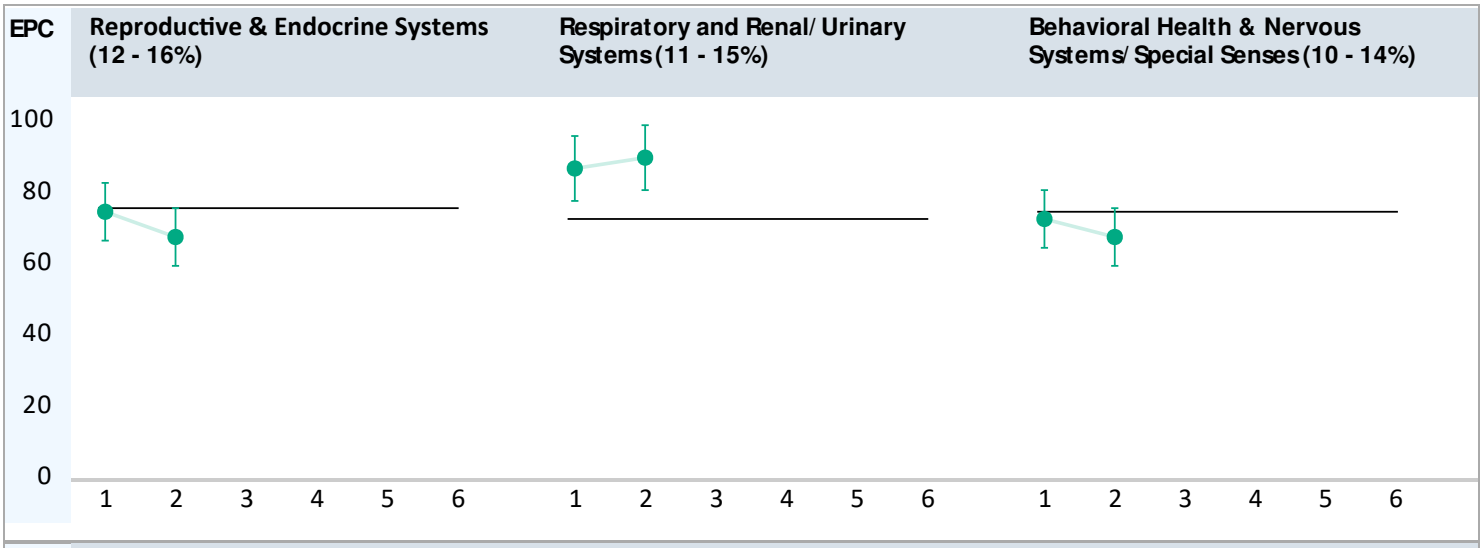
NBME® SELF-ASSESSMENTS

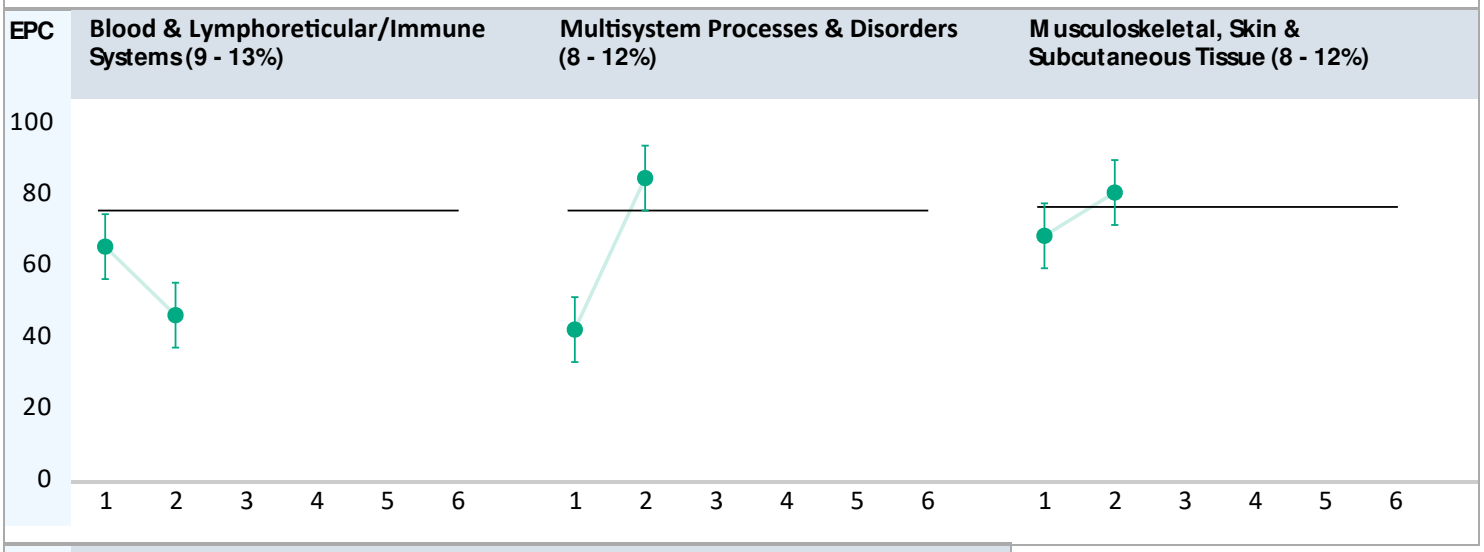
COMPREHENSIVE BASIC SCIENCE SELF-ASSESSMENT (CBSSA) LONGITUDINAL REPORT

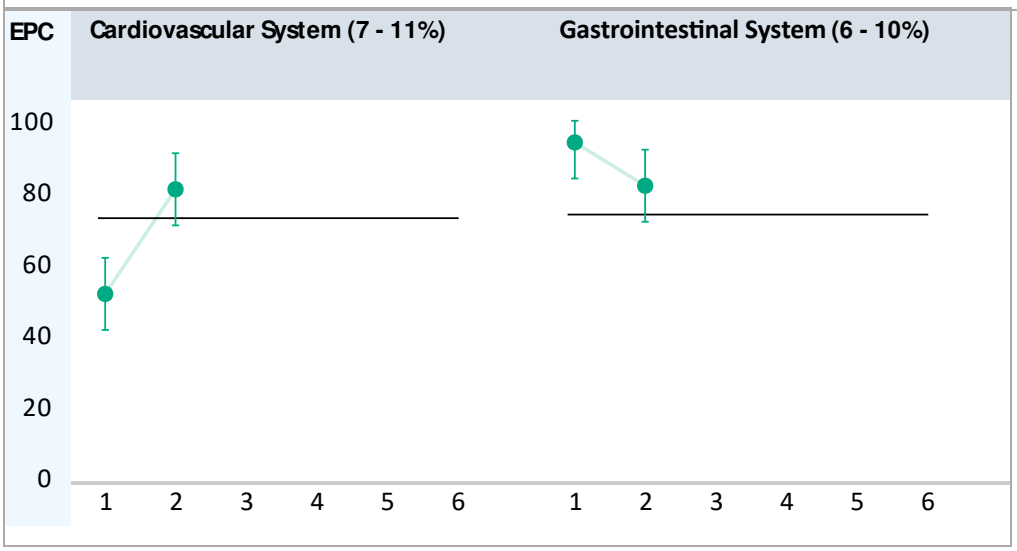
Name: Souza, Yglesio Test Date: 4/19/2026

Your Content Area Performance Longitudinal Graphs

SYSTEM







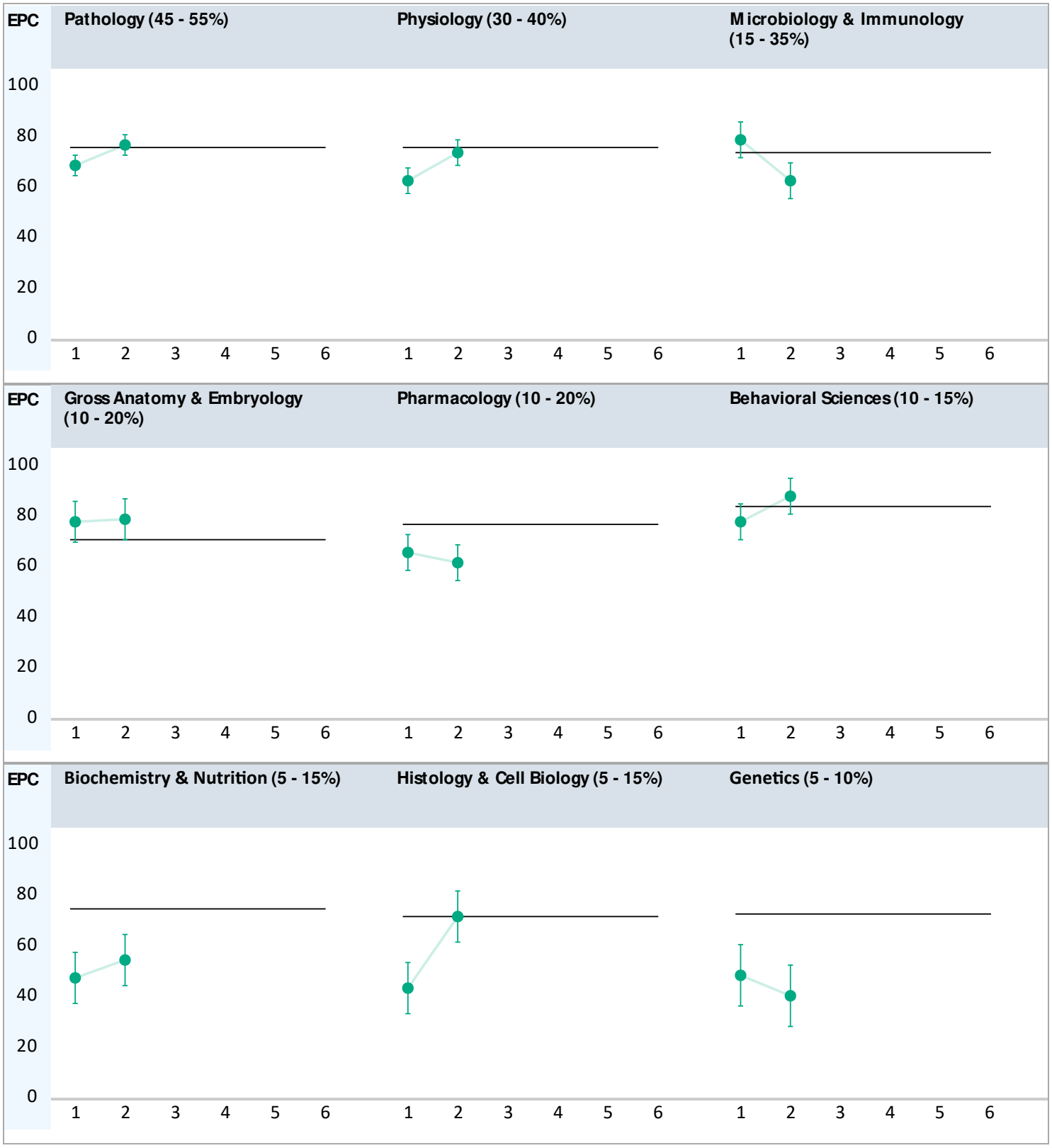
NBME® SELF-ASSESSMENTS

COMPREHENSIVE BASIC SCIENCE SELF-ASSESSMENT (CBSSA) LONGITUDINAL REPORT

Name: Souza, Yglesio Test Date: 4/19/2026

Your Content Area Performance Longitudinal Graphs

DISCIPLINE



NBME® SELF-ASSESSMENTS

COMPREHENSIVE BASIC SCIENCE SELF-ASSESSMENT (CBSSA)
EXAMINEE PERFORMANCE REPORT

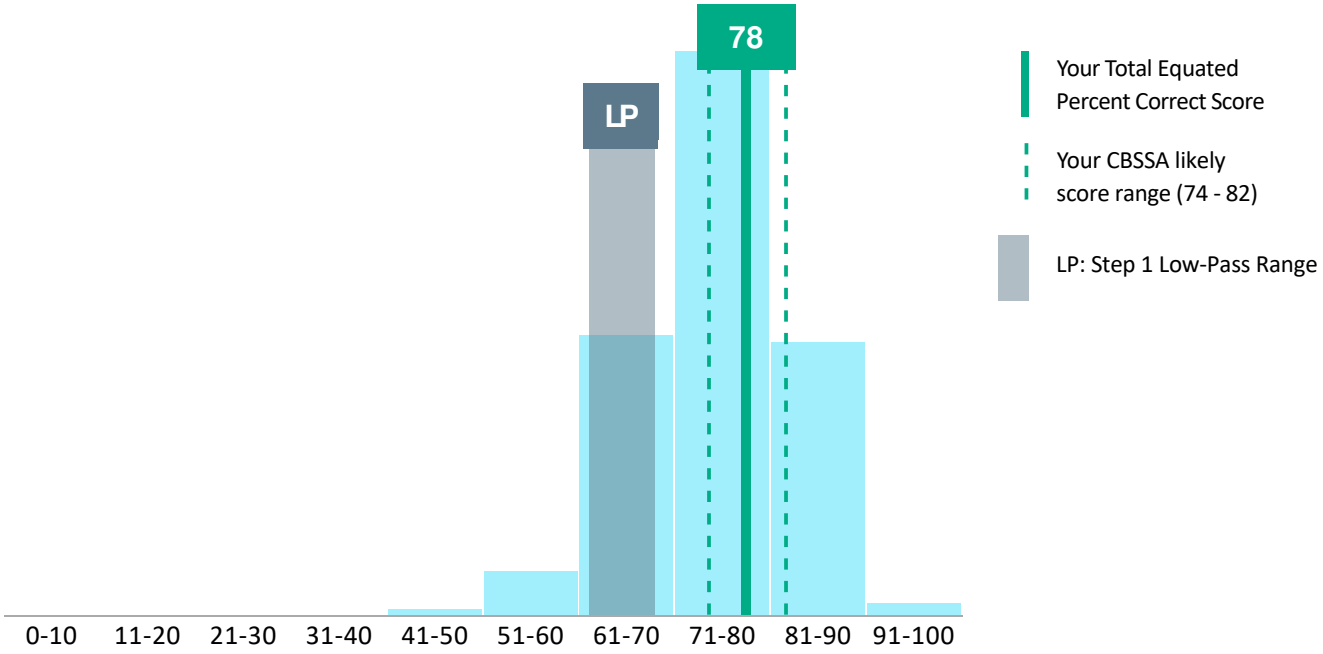
Name: Souza, Yglesio

Test Date: 4/27/2026

Total Equated Percent Correct Score: 78%

The chart below represents the performance of a 2024 national cohort of students from LCME-accredited medical schools. Your total equated percent correct (EPC) score on this CBSSA exam is shown along with a range that corresponds to low passing performance (above but near the minimum passing standard) on the United States Medical Licensing Examination® (USMLE®) Step 1.

Based on your performance on this CBSSA, your estimated probability of passing Step 1 if you test within a week is 99%.



Interpreting Your Overall Results:

- **Readiness for Step 1:** Since CBSSA and Step 1 cover very similar content, CBSSA performance can be used in conjunction with other information to assess readiness for Step 1. However, if you take CBSSA under conditions that differ from the conditions under which you will be taking Step 1 (e.g., you used self-paced timing on CBSSA or consulted resources while testing), or if the CBSSA that you have taken contains the same questions that were on a CBSSA that you took previously, the information in this report will not be as reliable in helping you evaluate your readiness to take Step 1.
- **Your CBSSA equated percent correct score** represents the percentage of the content that you have mastered. It has been statistically adjusted to account for slight variations in exam form difficulty and may be slightly lower or higher than the actual percentage of questions you answered correctly on this specific form.
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- **A PDF version of your report** is typically available within 4 hours. To review your score before then, log in to MyNBME® Examinee Portal, click on the registration ID associated with this assessment, then click Review Your Results Interactively.

NBME® SELF-ASSESSMENTS

COMPREHENSIVE BASIC SCIENCE SELF-ASSESSMENT (CBSSA)
EXAMINEE PERFORMANCE REPORT

Name: Souza, Yglesio Test Date: 4/27/2026

Interpreting Your Content Area Results:

- **Your equated percent correct (EPC) scores** indicate the percentage of the content that you have mastered. EPC scores may be slighty lower or higher than the actual percentage of questions you answered correctly on this specific exam form because they are statistically adjusted to account for slight variations in exam form difficulty.
- **The comparison group average EPC score** represents the estimated performance of the 2024 cohort of Step 1 first-takers from LCME-accredited medical schools on CBSSA.
- **The green boxes** indicate whether your performance was statistically lower, about the same, or statistically higher than the performance of the comparison group after taking into account the precision of each content area score. Content area EPC scores are less precise than total test EPC scores, so small differences in content area scores should not be overinterpreted.
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- **The percentage of questions contributing to each content area** stays in the same range as shown in the column labeled % of Questions across CBSSA, CBSE (Comprehensive Basic Science Examination), and Step 1 exam forms. The percentages may not add up to 100%.

	Your EPC Score	Comparison Group Average EPC Score	Score Comparison: Lower Same Higher	% of Questions
Performance by Physician Task				
Medical Knowledge: Applying Foundational Science Concepts	**74**	72		60-70%
Patient Care: Diagnosis	**89**	78		20-25%

NBME® SELF-ASSESSMENTS

COMPREHENSIVE BASIC SCIENCE SELF-ASSESSMENT (CBSSA)

EXAMINEE PERFORMANCE REPORT

Name: Souza, Yglesio Test Date: 4/27/2026

	Your EPC Score	Comparison Group Average EPC Score	Score Comparison: Lower Same Higher	% of Questions
Performance by System				
Reproductive & Endocrine Systems	**87**	75		12-16%
Respiratory and Renal/Urinary Systems	**88**	72		11-15%
Behavioral Health & Nervous Systems/Special Senses	**63**	74		10-14%
Blood & Lymphoreticular/Immune Systems	**66**	75		9-13%
Multisystem Processes & Disorders	**71**	75		8-12%
Musculoskeletal, Skin & Subcutaneous Tissue	**89**	76		8-12%
Cardiovascular System	**84**	73		7-11%
Gastrointestinal System	**82**	74		6-10%

NBME® SELF-ASSESSMENTS

COMPREHENSIVE BASIC SCIENCE SELF-ASSESSMENT (CBSSA)

EXAMINEE PERFORMANCE REPORT

Name: Souza, Yglesio Test Date: 4/27/2026

	Your EPC Score	Comparison Group Average EPC Score	Score Comparison: Lower Same Higher	% of Questions
Performance by Discipline				
Pathology	**79**	75		45-55%
Physiology	**78**	75		30-40%
Microbiology & Immunology	**68**	73		15-35%
Gross Anatomy & Embryology	**79**	70		10-20%
Pharmacology	**82**	76		10-20%
Behavioral Sciences	**87**	83		10-15%
Biochemistry & Nutrition	**56**	74		5-15%
Histology & Cell Biology	**54**	71		5-15%
Genetics	**54**	72		5-10%

NBME® SELF-ASSESSMENTS

COMPREHENSIVE BASIC SCIENCE SELF-ASSESSMENT (CBSSA) LONGITUDINAL REPORT

Name: Souza, Yglesio Test Date: 4/27/2026

This report summarizes your overall and content area longitudinal performance based on up to six previous Comprehensive Basic Science Self-Assessment (CBSSA) administrations purchased on or after August 28, 2025.

Please remember that estimated performance based on taking CBSSA is not a guarantee of future performance on Step 1. Many factors may impact performance on Step 1.

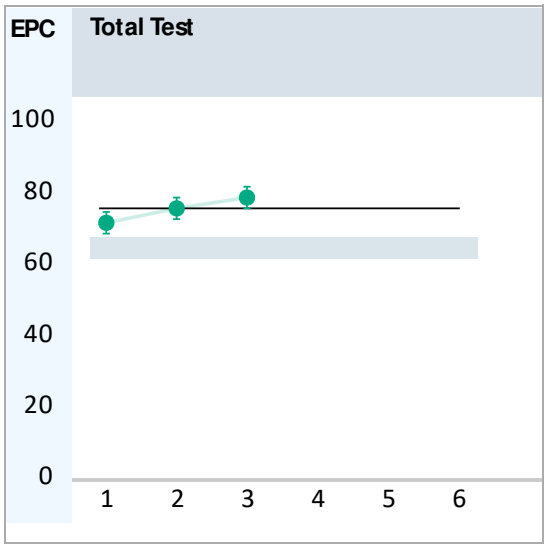
Your Overall Performance History

You may use the information below as a reminder of which CBSSA form(s) you have already taken, when, and your total equated percent correct (EPC) score(s). EPC scores indicate the percentage of the content that you have mastered. They are statistically adjusted to account for slight variations in exam form difficultly and may be slightly lower or higher than the actual percentage of questions you answered correctly on each specific exam form.

	Test Date	Form	Total EPC Score
1	03/16/2026	26	71
2	04/19/2026	27	75
3	04/27/2026	28	78

Your Overall Performance Longitudinal Graph

- The **green circles** represent your total EPC scores and the **green vertical lines** represent score precision, or how much your score could change if you tested again without learning or forgetting.
- The **black line** represents the average performance of Step 1 first-takers from LCME-accredited medical schools on CBSSA.
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NBME® SELF-ASSESSMENTS

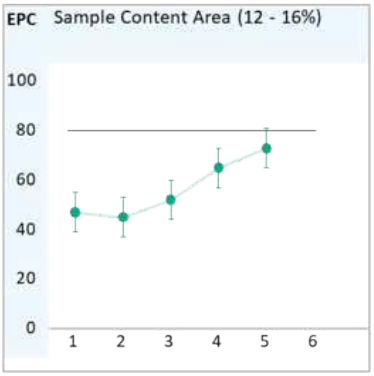
COMPREHENSIVE BASIC SCIENCE SELF-ASSESSMENT (CBSSA) LONGITUDINAL REPORT

Name: Souza, Yglesio Test Date: 4/27/2026

Interpreting Content Area Performance Longitudinal Graphs

The content area performance longitudinal graphs can be interpreted like the overall performance longitudinal graph.

- The **green circles** represent your content area EPC scores and the **green vertical lines** represent score precision. Content areas that comprise larger portions of the exam are more precise.
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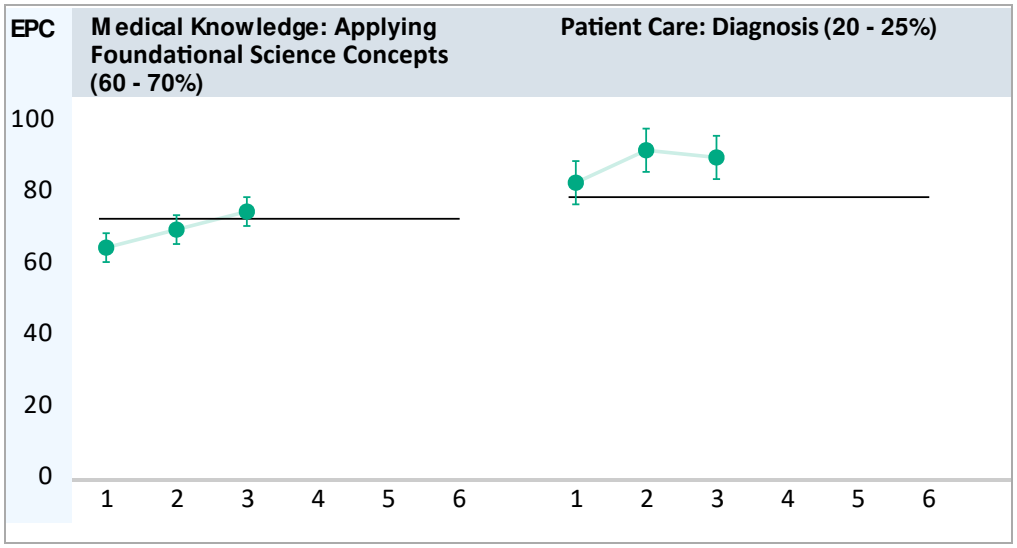
Sample Graph Interpretation

In the sample longitudinal graph to the left, there is overlap among the scores for attempts 1, 2, and 3; 3 and 4; as well as 4 and 5. Performance within those clusters was similar.

In turn, performance on attempt 4 was significantly higher compared to attempts 1 and 2 (no overlap), and performance on attempt 5 was significantly higher compared to attempts 1, 2, and 3 (again, no overlap).

Your Content Area Performance Longitudinal Graphs

PHYSICIAN TASK



NBME® SELF-ASSESSMENTS

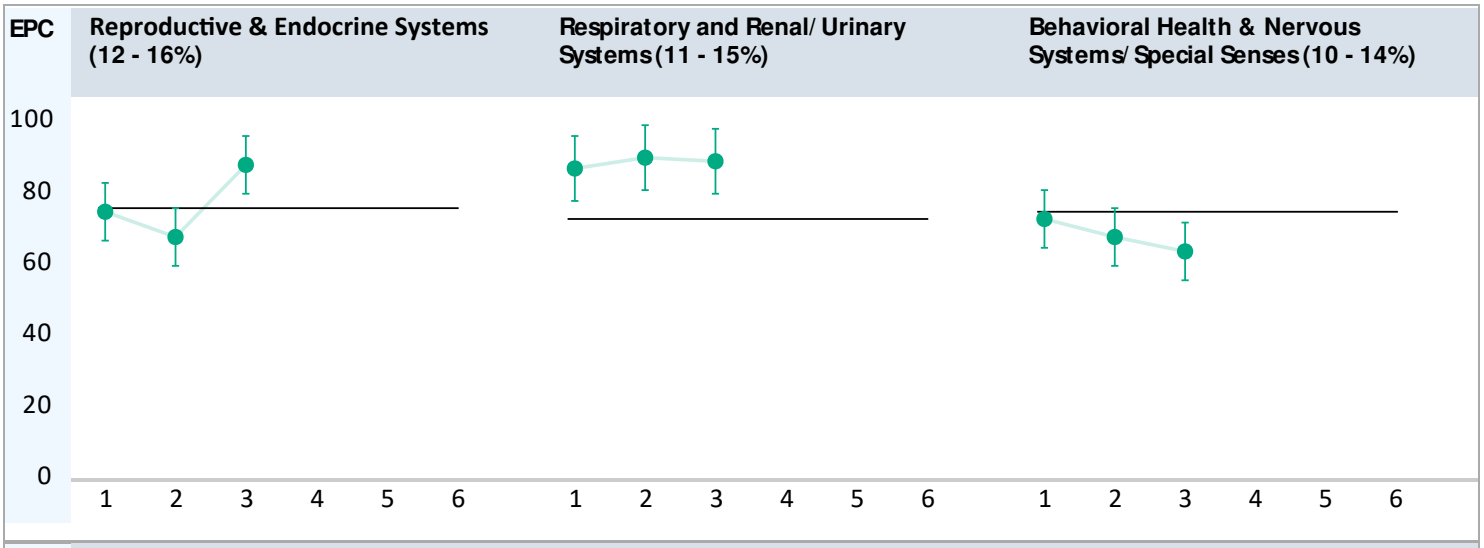
COMPREHENSIVE BASIC SCIENCE SELF-ASSESSMENT (CBSSA) LONGITUDINAL REPORT

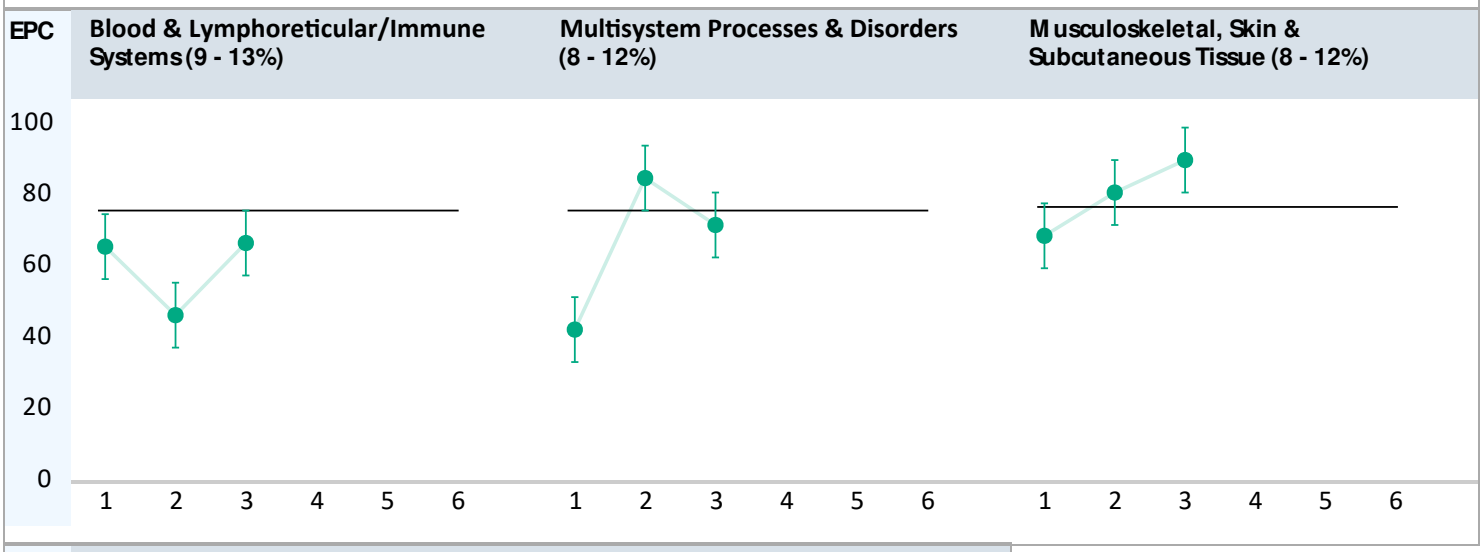
Name: Souza, Yglesio

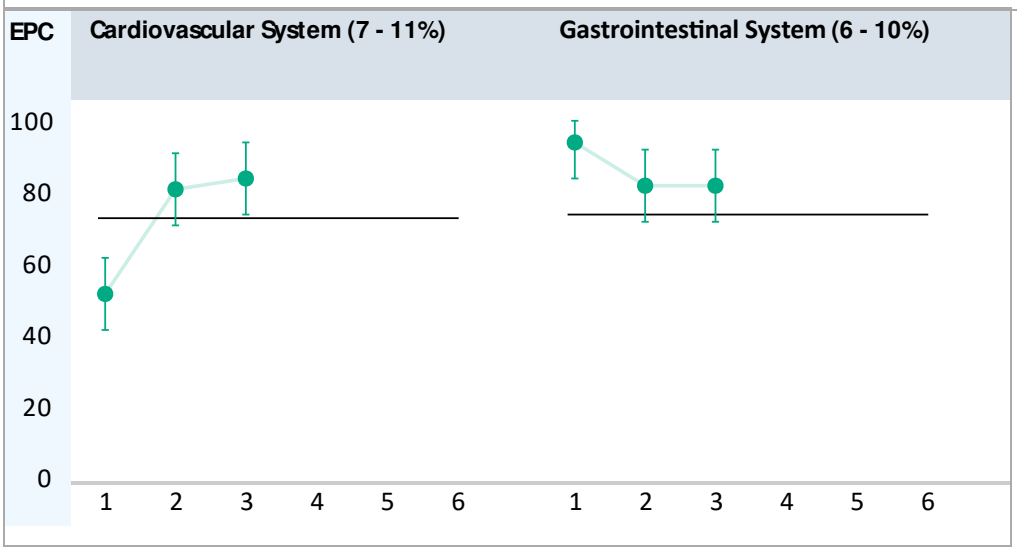
Test Date: 4/27/2026

Your Content Area Performance Longitudinal Graphs

SYSTEM







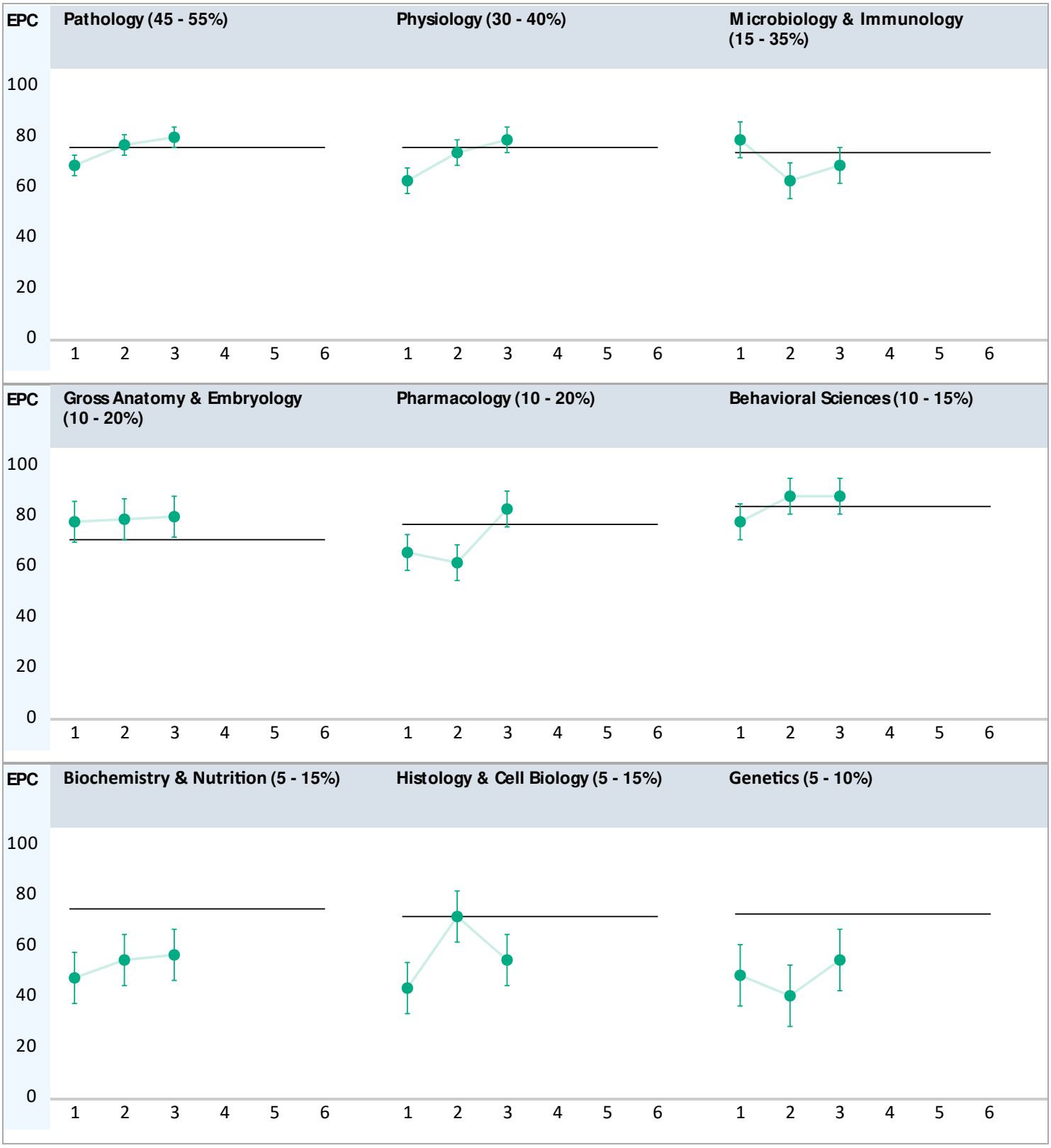
NBME® SELF-ASSESSMENTS

COMPREHENSIVE BASIC SCIENCE SELF-ASSESSMENT (CBSSA) LONGITUDINAL REPORT

Name: Souza, Yglesio Test Date: 4/27/2026

Your Content Area Performance Longitudinal Graphs

DISCIPLINE



YOUSA Law Firm

Nilzo Gustavo Farias <nilzo.farias@yousalaw.com>

Fwd: Articulo SPR

1 mensagem

Yglésio Luciano <yglesio@yahoo.com> 10 de julho de 2025 às 15:21
Para: nilzo.farias@yousalaw.com

Enviado do meu iPad

Início da mensagem encaminhada:

De: "Sanchez, Alexis E" <Alexis.Sanchez@orlandohealth.com>
Data: 8 de julho de 2025 às 10:40:52 GMT-4
Para: "Aguirre, Lillian H." <Lillian.Aguirre@orlandohealth.com>, Yglésio Luciano <yglesio@yahoo.com>
Assunto: FW: Articulo SPR

Dear Yglesio,

Please find attached the initial draft of the SPR – Tamis paper.

We need to add the results

I am also cc'ing Lillian to this email chain.

Lillian, could you please send the excel spreadsheet to Yglesio.

Thank you both for your support to this project.

Best,

Alexis Sanchez MD MS MBA

52 W. Underwood Street | MP 61 | Orlando, FL 32806

From: Alexis Sanchez <dralexissanchez@gmail.com>
Sent: Tuesday, July 8, 2025 7:49 AM
To: Sanchez, Alexis E <Alexis.Sanchez@orlandohealth.com>
Subject: Fwd: Articulo SPR

WARNING! EXTERNAL SENDER!

Stop and think before acting: Do you know and trust this sender? Were you expecting this email?

If the email looks suspicious:	**Do not click on links, open attachments, enter your ID, or password!** ***REPORT AS PHISHING IMMEDIATELY!*** **When in doubt report it and let the security team investigate.**

To report this message as Phishing click the "Report Suspicious" button.

Report Suspicious

Begin forwarded message:

From: SANDRA GUTIERREZ <sandragutierrezcx@gmail.com>

Subject: Articulo SPR

Date: July 7, 2025 at 5:28:54 PM EDT

To: DrAlexisSanchez@gmail.com

Hola Dr. Buenas tardes. Envío la versión de Mayo solicitada. Entiendo que el Dr Caycedo quería hacerle algunos ajustes.

Un abrazo, quedamos atentas

2 anexos

ORLANDO HEALTH® **image001.jpg**
13K

Single Port Robotic TAMIS_ A Novel Approach for Transanal Local Excision of Rectal Lesions. Technical Insights and Literature Review.(1).docx
1483K

YOUSA Law Firm

Nilzo Gustavo Farias <nilzo.farias@yousalaw.com>

Fwd: Attached file- First review

1 mensagem

Yglésio Luciano <yglesio@yahoo.com> 10 de julho de 2025 às 15:22
Para: nilzo.farias@yousalaw.com

Enviado do meu iPad

Início da mensagem encaminhada:

> **De:** Yglésio Luciano <yglesio@yahoo.com>
> **Data:** 10 de julho de 2025 às 01:49:13 GMT-4
> **Para:** Alexis E Sanchez <Alexis.Sanchez@orlandohealth.com>
> **Assunto: Re: Attached file- First review**
>
> Dear Dr. Sanchez,
>
> Please find attached the complete draft for review of the SPR-Tamis paper. I made some modifications in order to improve the discussion with our results. I've marked it in blue.
>
> Please let me know if you need any clarifications or want me in person to discuss.
>
> Thank you,
>
> Yglésio.
>
> Enviado do meu iPad
>
> > Em 9 de jul. de 2025, à(s) 08:43, Sanchez, Alexis E <Alexis.Sanchez@orlandohealth.com> escreveu:
> >
> > Dear Yglesio,
> >
> > The most important thing to finish this paper is to add the data to the results.
> >
> > Once you have done that we can review it.
> >
> > Thank you!
> >
> > **Alexis Sanchez MD MS MBA**
> >
> > <image001.jpg>
> >
> > 52 W. Underwood Street | MP 61 | Orlando, FL 32806

From: Yglésio Luciano <yglesio@yahoo.com>
Sent: Wednesday, July 9, 2025 12:07 AM
To: Sanchez, Alexis E <Alexis.Sanchez@orlandohealth.com>
Subject: Attached file- First review

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Report Suspicious

Dear Dr. Sanchez,

Sorry, I didn't sent you the file in the previous email .

Please find it attached now.

Regards,

Yglesio

Enviado do meu iPad

Em 9 de jul. de 2025, à(s) 00:02, Yglésio Luciano <yglesio@yahoo.com> escreveu:

Dear Dr. Sanchez,

Please find attached the first review of the draft of the SPR- Tamis paper.

I've made some notes that are assigned in red and blue colors.

Please feel free to make any considerations you think necessary.

If you prefer, I am available to meet you at Orlando Health for fine adjustments in the draft, please just let me know if you want me to go and the best hour and date for you.

It is important to remember that I have not received so far the remaining information from Lilian. As soon as I get the information of the datasheet, I'll continue the draft.

Thank you once again for the opportunity,

Yglesio

Enviado do meu iPad

> Em 8 de jul. de 2025, à(s) 10:40, Sanchez, Alexis E <Alexis.Sanchez@orlandohealth.com> escreveu:
>
> Dear Yglesio,
>
> Please find attached the initial draft of the SPR – Tamis paper.
>
> We need to add the results
>
> I am also cc'ing Lillian to this email chain.
>
> Lillian, could you please send the excel spreadsheet to Yglesio.
>
> Thank you both for your support to this project.
>
> Best,
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From: Alexis Sanchez <dralexissanchez@gmail.com>
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Subject: Fwd: Articulo SPR

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Report Suspicious

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Subject: Articulo SPR

Date: July 7, 2025 at 5:28:54 PM EDT

To: DrAlexisSanchez@gmail.com

Hola Dr. Buenas tardes. Envío la versión de Mayo solicitada. Entiendo que el Dr Caycedo

quería hacerle algunos ajustes.

Un abrazo, quedamos atentas

<Single Port Robotic TAMIS_ A Novel Approach for Transanal Local Excision of Rectal Lesions. Technical Insights and Literature Review. (1).docx>

Single port with data inserted.docx
1538K

YOUSA Law Firm

Nilzo Gustavo Farias <nilzo.farias@yousalaw.com>

Re: TELEMENTORING

1 mensagem

Yglésio Luciano <yglesio@yahoo.com> 10 de julho de 2025 às 15:23
Para: nilzo.farias@yousalaw.com

Enviado do meu iPad

> Em 10 de jul. de 2025, à(s) 02:13, Yglésio Luciano <yglesio@yahoo.com> escreveu:
>
> Dr. Sanchez,
>
> Graphs in fig 2 updated.
> Please take a look in a little omission in the table contents and let me know what you think is best.
>
> Thank you,
>
> Yglesio
>
> Enviado do meu iPad
>
> > Em 9 de jul. de 2025, à(s) 12:31, Yglésio Luciano <yglesio@yahoo.com> escreveu:
> >
> > Ok ! I'll work on them!
> > Thank you!
> >
> > Yglesio
> > Enviado do meu iPhone
> >
> > > Em 9 de jul. de 2025, à(s) 08:46, Sanchez, Alexis E <Alexis.Sanchez@orlandohealth.com> escreveu:
> > >
> > > The graphs in figure 2 are not up-to-date.
> > >
> > > Please use the excel file to update them.
> > >
> > > Thank you!
> > >
> > > Best,
> > >
> > > **Alexis Sanchez MD MS MBA**
> > >
> > > <image001.jpg>
> > >
> > > 52 W. Underwood Street | MP 61 | Orlando, FL 32806

From: Yglésio Luciano <yglesio@yahoo.com>
Sent: Wednesday, July 9, 2025 12:36 AM
To: Sanchez, Alexis E <Alexis.Sanchez@orlandohealth.com>
Subject: Re: TELEMENTORING

WARNING! EXTERNAL SENDER!

Stop and think before acting: Do you know and trust this sender? Were you expecting this email?	
If the email looks suspicious:	**Do not click on links, open attachments, enter your ID, or password!** ***REPORT AS PHISHING IMMEDIATELY!*** **When in doubt report it and let the security team investigate.**

To report this message as Phishing click the "Report Suspicious" button.

Report Suspicious

Dear Dr. Sanchez

I liked so much this paper. Please find attached the first review I've made with suggestions in red and blue. I'm not quite sure if I got the point about the graphics to build; if you can, please provide me aditional clarification about the data you want to report and the graph model you find best.

I've also made a draft of the legend of figure 1. Please tell me if it's ok or if changes are needed, I'll be glad to make them.

Thank you,

Yglesio

Enviado do meu iPad

Em 8 de jul. de 2025, à(s) 10:38, Sanchez, Alexis E <Alexis.Sanchez@orlandohealth.com> escreveu:

Dear Yglesio,

This paper is almost done. We just need to build the graph(s) with the results.

I have been thinking about removing some of the questions but we can decide that later.

I am also adding the image that corresponds to Figure #1.

Do not hesitate to contact me may I provide additional information.

Best,

<Screenshot 2025-05-09 at 10.32.15 PM.png>

Alexis Sanchez MD MS MBA

<image001.jpg>

52 W. Underwood Street | MP 61 | Orlando, FL 32806

From: Alexis Sanchez <dralexissanchez@gmail.com>
Sent: Tuesday, July 8, 2025 8:00 AM
To: Sanchez, Alexis E <Alexis.Sanchez@orlandohealth.com>
Subject: TELEMENTORING

<Screenshot 2025-05-09 at 10.32.15 PM.png>

WARNING! EXTERNAL SENDER!

Stop and think before acting: Do you know and trust this sender? Were you expecting this email?

If the email looks suspicious: **Do not click on links, open attachments, enter your ID, or password!**

REPORT AS PHISHING IMMEDIATELY!
When in doubt report it and let the security team investigate.

To report this message as Phishing click the "Report Suspicious" button.

Report Suspicious

<Robotic Surgery Training.docx>

<Tabla Cuestionario TELEM.xlsx>

Robotic Surgery Training- FIRST REVIEW.docx
922K

YOUSA Law Firm

Nilzo Gustavo Farias <nilzo.farias@yousalaw.com>

Fwd: Attached file- First review

1 mensagem

Yglésio Luciano <yglesio@yahoo.com> 10 de julho de 2025 às 15:22
Para: nilzo.farias@yousalaw.com

Enviado do meu iPad

Início da mensagem encaminhada:

> **De:** Yglésio Luciano <yglesio@yahoo.com>
> **Data:** 10 de julho de 2025 às 01:49:13 GMT-4
> **Para:** Alexis E Sanchez <Alexis.Sanchez@orlandohealth.com>
> **Assunto: Re: Attached file- First review**
>
> Dear Dr. Sanchez,
>
> Please find attached the complete draft for review of the SPR-Tamis paper. I made some modifications in order to improve the discussion with our results. I've marked it in blue.
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> Please let me know if you need any clarifications or want me in person to discuss.
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>
> Yglésio.
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> >
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Please feel free to make any considerations you think necessary.

If you prefer, I am available to meet you at Orlando Health for fine adjustments in the draft, please just let me know if you want me to go and the best hour and date for you.

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Enviado do meu iPad

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>
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>
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> Best,
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<image001.jpg>

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Begin forwarded message:

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Date: July 7, 2025 at 5:28:54 PM EDT

To: DrAlexisSanchez@gmail.com

Hola Dr. Buenas tardes. Envío la versión de Mayo solicitada. Entiendo que el Dr Caycedo

quería hacerle algunos ajustes.

Un abrazo, quedamos atentas

<Single Port Robotic TAMIS_ A Novel Approach for Transanal Local Excision of Rectal Lesions. Technical Insights and Literature Review. (1).docx>

Single port with data inserted.docx
1538K

YOUSA Law Firm

Nilzo Gustavo Farias <nilzo.farias@yousalaw.com>

Fwd: Articulo SPR

1 mensagem

Yglésio Luciano <yglesio@yahoo.com> 10 de julho de 2025 às 15:21
Para: nilzo.farias@yousalaw.com

Enviado do meu iPad

Início da mensagem encaminhada:

De: "Sanchez, Alexis E" <Alexis.Sanchez@orlandohealth.com>
Data: 8 de julho de 2025 às 10:40:52 GMT-4
Para: "Aguirre, Lillian H." <Lillian.Aguirre@orlandohealth.com>, Yglésio Luciano <yglesio@yahoo.com>
Assunto: FW: Articulo SPR

Dear Yglesio,

Please find attached the initial draft of the SPR – Tamis paper.

We need to add the results

I am also cc'ing Lillian to this email chain.

Lillian, could you please send the excel spreadsheet to Yglesio.

Thank you both for your support to this project.

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Alexis Sanchez MD MS MBA

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Subject: Fwd: Articulo SPR

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Un abrazo, quedamos atentas

2 anexos

ORLANDO HEALTH **image001.jpg**
13K

Single Port Robotic TAMIS_ A Novel Approach for Transanal Local Excision of Rectal Lesions. Technical Insights and Literature Review.(1).docx
1483K

Exhibit C.III – Supporting Document for the Second and Third Dhanasar Prongs

STATEMENT ON MEDICAL LICENSURE AND PERMISSIBLE ACTIVITIES

Exhibit F-1 — Supporting Document for the Second and Third Dhanasar Prongs
In re: I-140 Self-Petition of Dr. Yglésio Luciano Moysés Silva de Souza

1. Purpose and Scope

This statement explains which components of Dr. Souza's proposed endeavor may be undertaken without independent state medical licensure, and which components would require a medical license, institutional privileges, supervision, or other authorization. It supports the second prong of Matter of Dhanasar by showing that Dr. Souza can advance the initial non-clinical phases of the endeavor through research, protocol development, data analysis, scholarly collaboration, and dissemination. It supports the third prong by showing that the endeavor is not equivalent to a conventional licensed physician position tied to one employer.

Nothing in this statement suggests that approval of the I-140 petition itself grants admission, immigration status, employment authorization, or permission to practice medicine. The activities described below would begin only when Dr. Souza is lawfully present and otherwise authorized to undertake them in the United States.

2. Structure of the Proposed Endeavor

The proposed endeavor, "Early Metabolic Surgery Pathways for Type 2 Diabetes and Obesity in High-Risk and Underserved Populations," is a self-directed, implementation-focused translational research program. Its initial phases center on systems-level work rather than independent patient care.

- **Phase I — Research and pathway development.** Evidence review, research design, protocol development, referral-gap mapping, definition of outcomes, and preparation of implementation tools.
- **Phase II — Institutional and implementation work.** Institutionally authorized retrospective or workflow assessment, refinement of screening and referral criteria, scholarly collaboration, preparation of IRB or quality-improvement materials, pilot planning, publication, and dissemination.
- **Later clinical components.** Any individualized diagnosis, treatment, prescribing, surgery, or other patient-specific clinical activity would occur only after all required licenses, privileges, supervision, approvals, and institutional authorizations are in place.

3. Relevant Florida Definition

Florida law defines the practice of medicine as the diagnosis, treatment, operation, or prescription for any human disease, pain, injury, deformity, or other physical or mental condition. Fla. Stat. § 458.305(3). The initial phases of the proposed endeavor are structured to avoid individualized diagnosis, treatment, prescribing, surgery, and independent patient care.

4. Activities That Do Not Require Independent Medical Practice

The following activities form the core of the initial phases. As structured, they are non-clinical and do not involve independent diagnosis, treatment, operation, prescribing, or individualized medical decision-making for a patient:

- **Research design and protocol development.** Formulation of research questions, study design, inclusion and exclusion criteria, outcome measures, implementation metrics, and statistical methodology.
- **Literature review and evidence synthesis.** Review and synthesis of published evidence regarding metabolic surgery, referral timing, outcomes, access barriers, and implementation strategies.

- **Analysis of properly de-identified or institutionally authorized data.** Retrospective or workflow analysis may involve data that have been properly de-identified, or data accessed pursuant to an institutionally authorized protocol, data-use agreement, IRB determination, or other required approval.
- **Pathway and toolkit development.** Design of screening algorithms, standardized referral criteria, multidisciplinary pathways, implementation tools, educational materials, and outcome-tracking frameworks intended for institutional adoption.
- **Scholarly collaboration.** Protocol review, methodology consultation, research-team participation, manuscript preparation, co-authorship, and scientific exchange with qualified professionals and institutions.
- **Publication and dissemination.** Preparation of manuscripts, conference presentations, protocol materials, educational resources, and implementation reports.
- **Institutional engagement.** Preparation of IRB submissions, quality-improvement proposals, collaboration agreements, data-use requests, and grant applications.

Application to the record. The scientific engagement described by Dr. Manoel Galvão Neto at Exhibit E.VI-2 — protocol review, methodology consultation, collaboration on properly authorized data, and co-authorship — falls entirely within this section. His letter observes that clinical activity at his Institute would await completion of the licensure pathway; that observation concerns patient-facing clinical work and does not condition the scholarly collaboration on which the second prong relies.

These activities may still be subject to institutional, contractual, privacy, security, human-subjects, IRB, data-use, or immigration-related requirements. The absence of independent medical practice does not eliminate those separate obligations.

5. Data Privacy and Research Authorization

Under the HIPAA Privacy Rule, health information that has been properly de-identified in accordance with 45 C.F.R. § 164.514 is no longer treated as protected health information. The Department of Health and Human Services recognizes two methods of de-identification: Expert Determination and Safe Harbor. Compliance with HIPAA does not replace any separate institutional, contractual, IRB, Common Rule, security, or human-subjects requirement.

Accordingly, Dr. Souza would analyze data only where the data are properly de-identified, or where access is permitted under an institutionally authorized arrangement and all applicable privacy, IRB, data-use, security, and research requirements have been satisfied.

6. Activities Requiring Licensure or Other Clinical Authorization

The following activities would be undertaken only after Dr. Souza obtains every authorization required by the relevant state, institution, and regulatory framework:

- **Direct patient care.** Examination, individualized diagnosis, treatment, surgery, procedural care, or other direct clinical management of a patient.
- **Prescribing.** Prescribing medication requires applicable state authority; prescribing controlled substances also requires the appropriate federal registration.
- **Patient-specific medical opinions.** Rendering individualized medical advice, treatment recommendations, or medical-necessity determinations for a specific patient outside an authorized institutional role.

- **Access to identifiable patient information.** Access would occur only through an institutionally authorized arrangement and in compliance with all applicable HIPAA, IRB, data-use, security, and human-subjects requirements.
- **Clinical implementation.** Any patient-facing pilot, surgical activity, prescribing, or clinical supervision would proceed only with the required license, credentialing, privileges, supervision, and institutional approval.

7. Licensure Preparation

Dr. Souza is progressing through the ECFMG/Intealth certification pathway. His USMLE Step 1 examination is scheduled for December 11, 2026, within his official eligibility period (Exhibit E.V-1). This progress is offered as corroborative evidence of structured preparation for future U.S. professional integration. It is not presented as a prerequisite to the non-clinical research phases described above.

8. Compliance Commitment

Dr. Souza will not independently diagnose or treat patients, prescribe medication, perform surgery, render individualized medical opinions, or engage in any other activity requiring a state medical license unless and until he has obtained all required authorization. He will comply with all applicable institutional, IRB, privacy, data-use, security, human-subjects, employment-authorization, and immigration requirements.

9. Conclusion

The proposed endeavor is structured so that its initial and substantial phases — research design, evidence synthesis, pathway development, properly authorized data analysis, scholarly collaboration, implementation planning, and dissemination — may proceed without independent medical practice. Those activities are factually distinct from individualized diagnosis, treatment, prescribing, surgery, and patient-specific clinical decision-making. Any later clinical component will proceed only after the required licensure, privileges, supervision, and regulatory approvals are obtained.

Sources Cited

- Fla. Stat. § 458.305(3) — definition of the practice of medicine.
- 45 C.F.R. § 164.514(a)–(b) — HIPAA de-identification standard.
- U.S. Department of Health and Human Services, Guidance Regarding Methods for De-identification of Protected Health Information under the HIPAA Privacy Rule.
- Matter of Dhanasar, 26 I&N Dec. 884 (AAO 2016).

Prepared and submitted by counsel in support of the petition.

Exhibit D - Personal Documents

1st Civil Registry Office
São Luís - MA

FEDERATIVE REPUBLIC OF BRAZIL
CIVIL REGISTRY OF NATURAL PERSONS

BIRTH CERTIFICATE

Name
YGLESIO LUCIANO MOYSÉS SILVA DE SOUZA

CPF Number
832.461.003-06

Registration:
031047 01 55 1980 1 00042 105 0048961 77

Date of Birth	Day	Month	Year
September nineteenth, nineteen eighty	19	09	1980

Time of Birth	City of Birth	State
12:25 PM	São Luís/MA	MA

Place of Birth	City of Birth	State	Sex
STATE MATERNITY	São Luís/MA	MA	MALE

Father's Name	City of Birth	State
ANTÔNIO ERIVAL CARVALHO DE SOUZA	----------	-----

Grandparents
EXPEDITO GOMES DE SOUZA; FRANCISCA CARVALHO DE SOUZA

Mother's Name	City of Birth	State
MARLENE DAS GRAÇAS MOYSÉS DA SILVA SOUZA	----------	-----

Grandparents
MIGUEL MOYSÉS DA SILVA; WALDEMIRO MARINHO DA SILVA

Registration Date	Live Birth Registration Number
OCTOBER SECOND OF NINETEEN EIGHTY	----------

Notes/Annotations
THERE ARE ANNOTATIONS ON THE BACK OF THIS CERTIFICATE.
THERE ARE ANNOTATIONS IN THE MARGIN OF THE TERM.

CNS No. 031047
1st CIVIL REGISTRY OFFICE OF NATURAL PERSONS OF SÃO LUÍS/MA

Name of the Registrar
GRACIANA FERNANDES GOMES SOARES

Rua Do Egito, No. 19, Centro
Telephone: (98) 3303-4546
e-mail: primeirazonama@gmail.com
São Luis/MA

The content of the certificate is true. I certify.
São Luís/MA, April 12, 2025.

ARTHUR SAMPAIO PEREIRA
AUTHORIZED CLERK
Arthur Sampaio Pereira
Authorized Clerk

Judiciary – TJMA (Maranhão State Court of Justice). Seal: CERTID031047IIZ8SMDM9SEQAW43, 04/12/2025 4:58:49 PM, Act: 14.5.1, Party/Parties: YGLESIO LUCIANO MOYSÉS SILVA DE SOUZA, Total: R$ 50.95 Fees: R$ 45.92 FERC: R$ 1.37 FADEP: R$ 1.83 FEMP: R$ 1.83
Verify at: https://selo.tjma.jus.br

Judiciary – TJMA. Seal: AVERBA031047NZ99J8VJORM4RW13, 04/12/2025 4:56:04 PM, Act: 14.4.1, Party/Parties: YGLESIO LUCIANO MOYSÉS SILVA DE SOUZA, Total: R$ 41.24 Fees: R$ 37.17 FERC: R$ 1.11 | FADEP: R$ 1.48 FEMP: R$ 1.48 Seal exempt
Verify at: https://selo.tjma.jus.br

HA 000078004

Notes/Annotations

CPF Annotation: Under Article 6, Paragraph 3 of CNJ Provision No. 63/2017, I hereby record the CPF number of the registered party in the respective record, as No. 832.461.003-06 accordingly. I attest.
São Luís/MA, 04/12/2025. Arthur Sampaio Pereira – Authorized Clerk

Validation Seal: AVERBA031047NZ99J8VJORM4RW13

1st Civil Registry Office of Natural Persons of São Luís/MA
Graciana Fernandes Gomes Soares
Rua do Egito, No. 196, Centro
São Luís/MA
Phone: (98) 3303-4546
Email: primeirazonama@gmail.com

The content of the certificate is true. I certify.
São Luís/MA, April 12, 2025.

ARTHUR SAMPAIO PEREIRA
AUTHORIZED CLERK.

Arthur Sampaio Pereira
Authorized Clerk

REGISTRATION DETAILS

Registration 0018830155 1987 1 0003 050 0000533 31	cc (55) Type of Service Provided, being: 55: Civil Registration Service for Natural Persons	ffff (0003)	Book number
Standard aaaaaabbcc dddd e ffff ggg hhhhhhh ii		ggg (050)	Sheet number
DETAILS	dddd (1987) Year of Registration	hhhhhhh (0000533)	Term Number
aaaaaa (00188-3) National Service Code (Unique identification of the registry office)	e (1) Type of book, being:	ii (31)	Check Digit
bb (01) Collection Code, being: 01 - Own Collection Other Incorporated Collections	1: Book A (Birth) 2: Book B (Marriage) 3: Auxiliary Book B (Record of Religious marriage for civil purposes) 4: Book C (Death) 5: Book C (Stillborn Registry) 6: Book D (Publication of Banns) 7: Book E (Other Acts Related to Civil Registration)		

Exclusive use for issuing civil registration certificates for natural persons

I, Marina Viana Silva, certify that I, a qualified translator fluent in both languages, have performed the professional translation of this document from Portuguese to English and that the following is an accurate and complete translation of the document.

Marina Viana **Date: May 19, 2025.**

1º Zona Registro Civil São Luís - MA

REPÚBLICA FEDERATIVA DO BRASIL
REGISTRO CIVIL DAS PESSOAS NATURAIS

CERTIDÃO de NASCIMENTO

Nome

YGLESIO LUCIANO MOYSÉS SILVA DE SOUZA

Número do CPF

832.461.003-06

Matricula:

031047 01 55 1980 1 00042 105 0048961 77

Data de Nascimento	Dia	Mês	Ano
dezenove de setembro de mil novecentos e oitenta	19	09	1980

Horário de Nascimento	Município da Naturalidade	UF
12:25 Horas	São Luís/MA	MA

Local Nascimento	Município de Nascimento	UF	Sexo
MATERNIDADE DO ESTADO	São Luís/MA	MA	MASCULINO

Nome do(a) Genitor(a)	Município de Nascimento	UF
ANTÔNIO ERIVAL CARVALHO DE SOUZA	----------	-----

Avós

EXPEDITO GOMES DE SOUZA; FRANCISCA CARVALHO DE SOUZA

Nome do(a) Genitor(a)	Município de Nascimento	UF
MARLENE DAS GRAÇAS MOYSÉS DA SILVA SOUZA	----------	-----

Avós

MIGUEL MOYSÉS DA SILVA; WALDEMIRO MARINHO DA SILVA

Data do registro	DNV
VINTE E DOIS DE OUTUBRO DE MIL NOVECENTOS E OITENTA	----------

Anotações/Averbações

EXISTEM AVERBAÇÕES NO VERSO DESTA CERTIDÃO.
EXISTEM AVERBAÇÕES A MARGEM DO TERMO.

CNS nº 031047
CARTORIO DO 1º REGISTRO CIVIL DE PESSOAS NATURAIS DE SÃO LUÍS/MA

Nome do Oficial
GRACIANA FERNANDES GOMES SOARES

Rua Do Egito, Nº 195, Centro
Telefone: (98) 3303-4546
e-mail: primeirazonama@gmail.com
São Luís/MA

O conteúdo da certidão é verdadeiro. Dou Fé
São Luís/MA, 12 de abril de 2025.

ARTHUR SAMPAIO PEREIRA
ESCREVENTE AUTORIZADO

Arthur Sampaio Pereira
Escrevente Autorizado

Poder Judiciário - TJMA. Selo: CERTID031047IIZ8SMDM98EQAW43, 12/04/2025 16:58:49, Ato: 14.5.1, Parte(s): YGLESIO LUCIANO MOYSÉS SILVA DE SOUZA, Total R$ 50,95 Emol R$ 45,92 FERC R$ 1,37 FADEP R$ 1,83 FEMP R$ 1,83 Consulte em https://selo.tjma.jus.br

Poder Judiciário - TJMA. Selo: AVERBA031047NZ99J8VJORM4RW13, 12/04/2025 16:56:04, Ato: 14.4.1, Parte(s): YGLESIO LUCIANO MOYSÉS SILVA DE SOUZA, Total R$ 41,24 Emol R$ 37,17 FERC R$ 1,11 FADEP R$ 1,48 FEMP R$ 1,48 Selo Isento, Consulte em https://selo.tjma.jus.br

HA 00007800 4

Anotações/Averbações

AVERBAÇÃO DE CPF: CONFORME DISPOSTO NO ART.6º, PARAGRAFO 3º DO PROVIMENTO 63/2017 DO CNJ, PROCEDO A PRESENTE AVERBAÇÃO CADASTRAL DO NÚMERO DE CPF DO REGISTRADO NO RESPECTIVO TERMO, COMO SENDO Nº 832.461.003-06 RESPECTIVAMENTE. DOU FÉ. SÃO LUÍS/MA, 12/04/2025. ARTHUR SAMPAIO PEREIRA – ESCREVENTE AUTORIZADO.

SELO DE VALIDAÇÃO: AVERBA031047NZ99J8VJORM4RW13

CARTORIO DO 1º REGISTRO CIVIL DE PESSOAS NATURAIS DE SÃO LUÍS/MA
GRACIANA FERNANDES GOMES SOARES
Rua Do Egito, Nº 196, Centro
São Luís/MA
Telefone: (98) 3303-4546
E-mail: primeirazonama@gmail.com

O conteúdo da certidão é verdadeiro. Dou Fé
São Luís/MA, 12 de abril de 2025.

ARTHUR SAMPAIO PEREIRA
ESCREVENTE AUTORIZADO

Arthur Sampaio Pereira
Escrevente Autorizado

DETALHAMENTO DA MATRÍCULA

MATRÍCULA		ANO DO REGISTRO	
LIVRO		TIPO DO LIVRO, SENDO: 1- LIVRO A (NASCIMENTO) 2- LIVRO B (CASAMENTO) 3- LIVRO B (REGISTRO DE CASAMENTO RELIGIOSO PARA FINS CIVIS) 4- LIVRO C (ÓBITO) 5- LIVRO C AUXILIAR (REGISTRO DE NATIMORTOS) 6- LIVRO D (REGISTRO DE PROCLAMAS) 7- LIVRO E (DEMAIS ATOS RELATIVOS AO REGISTRO CIVIL)	
DETALHAMENTO			
	CÓDIGO NACIONAL DA SERVENTIA (IDENTIFICAÇÃO ÚNICA DO CARTÓRIO)		NÚMERO DO LIVRO
	CÓDIGO DO ACERVO, SENDO: 01 - ACERVO PRÓPRIO OUTROS - ACERVOS INCORPORADOS		NÚMERO DA FOLHA
	TIPO DE SERVIÇO PRESTADO, SENDO: 51- SERVIÇO DE NOTAS 52- SERVIÇO DE PROTESTO DE TÍTULOS 53- SERVIÇO DE REGISTRO DE IMÓVEIS 54- SERVIÇO DE REGISTRO DE TÍTULOS E DOCUMENTO CIVIL DE PESSOA JURÍDICA 55- SERVIÇO DE REGISTRO CIVIL DAS PESSOAS NATURAIS 56- SERVIÇO DE REGISTRO DE CONTRATOS MARÍTIMOS 57- REGISTRO DE DISTRIBUIÇÃO		NÚMERO DO TERMO
			DÍGITO VERIFICADOR

Assinatura do titular / Signature du titulaire
Bearer's signature / Firma del titular

GD501924

Este passaporte deve ser assinado pelo titular, salvo em caso de incapacidade.

Ce passeport doit être signé par le titulaire, sauf en cas d'incapacité.

This passport must be signed, except where the bearer is unable to do so.

Este pasaporte debe ser firmado por el titular, salvo en caso de incapacidad.

PASSAPORTE
PASSPORT

REPÚBLICA FEDERATIVA DO BRASIL

TIPO / TYPE: P
PAÍS EMISSOR / ISSUING COUNTRY: BRA
PASSAPORTE Nº / PASSPORT No: GD501924

SOBRENOME / SURNAME: SILVA DE SOUZA

NOME / GIVEN NAMES: YGLESIO LUCIANO MOYSES

NACIONALIDADE / NATIONALITY: BRASILEIRO(A)

DATA DO NASCIMENTO / DATE OF BIRTH: 19 SET/SEP 1980

SEXO / SEX: M

NATURALIDADE / PLACE OF BIRTH: SÃO LUÍS/MA

IDENTIDADE Nº / PERSONAL No:

FILIAÇÃO / FILIATION:
ANTONIO ERIVAL CARVALHO DE SOUZA
MARLENE DAS GRACAS MOYSES DA SILVA SOUZA

DATA DE EXPEDIÇÃO / DATE OF ISSUE: 05 JAN/JAN 2022

VÁLIDO ATÉ / DATE OF EXPIRY: 04 JAN/JAN 2032

AUTORIDADE / AUTHORITY: SR/DPF/MA

P<BRASILVA<DE<SOUZA<<YGLESIO<LUCIANO<MOYSES<
GD501924<4BRA8009191M3201048<<<<<<<<<<<<<<08

Assinatura do titular / Signature du titulaire
Bearer's signature / Firma del titular

FM329804

Este passaporte deve ser assinado pelo titular, salvo em caso de incapacidade.

Ce passeport doit être signé par le titulaire, sauf en cas d'incapacité.

This passport must be signed, except where the bearer is unable to do so.

Este pasaporte debe ser firmado por el titular, salvo en caso de incapacidad.

REPÚBLICA FEDERATIVA DO BRASIL

PASSAPORTE
PASSPORT



TIPO / TYPE: P

PAÍS EMISSOR / ISSUING COUNTRY: BRA

PASSAPORTE Nº / PASSPORT No: FM329804

SOBRENOME / SURNAME
LUCIANO MOYSES SILVA DE SOUZA

NOME / GIVEN NAMES
YGLESIO

NACIONALIDADE / NATIONALITY
BRASILEIRO(A)

DATA DO NASCIMENTO / DATE OF BIRTH
19/Sep/1980

IDENTIDADE Nº / PERSONAL No

SEXO / SEX: M

NATURALIDADE / PLACE OF BIRTH
SÃO LUÍS/MA

FILIAÇÃO / FILIATION
MARLENE DAS GRAÇAS MOYSES DA SILVA SOUZA
ANTONIO ERIVAL CARVALHO DE SOUZA

DATA DE EXPEDIÇÃO / DATE OF ISSUE
16/Jan/2015

AUTORIDADE / AUTHORITY
SR/DPF/MA

VÁLIDO ATÉ / DATE OF EXPIRY
15/Jan/2020

P<BRALUCIANO<MOYSES<SILVA<DE<SOUZA<<YGLESIO<
FM329804<5BRA8009191M2001159<<<<<<<<<<<<<<02

VISTOS VISAS

VISA

UNITED STATES OF AMERICA



Issuing Post Name
BRASILIA

Control Number
20250860120012

Surname
SILVA DE SOUZA

Given Name
YGLESIO LUCIANO MOYSES

Visa Type /Class
R B1/B2

Passport Number
GD501924

Sex
M

Birth Date
19SEP1980

Nationality
BRZL

Entries
M

Issue Date
01APR2025

Expiration Date
26MAR2035

Annotation

V4756665

VNUSASILVA<DE<SOUZA<<YGLESIO<LUCIANO<MOYSES<
GD501924<4BRA8009191M3503269B3BRAOZZLF662127

DEPARTMENT OF HOMELAND SECURITY U.S. CUSTOMS AND BORDER PROTECTION
ADMITTED
VIA
SEP 14 2017
B-2
Class of Visa
9-13-18
5500
22

CHILE
AEROPUERTO A. MARINO BENITEZ

VISTOS VISAS

VISA

UNITED STATES OF AMERICA

Issuing Post Name
SAO PAULO

Control Number
20151833290019

Surname
LUCIANO MOYSES SILVA DE SOUZA

Given Name
YGLESIO

Visa Type /Class
R B1/B2

Passport Number
FM329804

Sex
M

Birth Date
19SEP1980

Nationality
BRZL

Entries
M

Issuance Date
07JUL2015

Expiration Date
01JUL3025

Annotation
01II

CANCELLED WITHOUT PREJUDICE

K4666193

*

VNUSALUCIANO<MOYSES<SILVA<DE<SOUZA<<YGLESIO<

FM329804<5BRA8009191M2507019B3SPL2C3ML662123

CIVIL REGISTRY OFFICE
5th District – São Francisco
Rua Ribeiro do Amaral No. 08
São Luís – Maranhão
Núbia Maria Lemos Silva
Head Registrar
Phone: 3235-6191

CIVIL REGISTRY OF NATURAL PERSONS
MARRIAGE CERTIFICATE

YGLÉSIO LUCIANO MOYSÉS SILVA DE SOUZA
JULIANA BRITTO FREIRE MARTINS SOARES
REGISTRATION
0313770155 2015 2 00015 273 0008980 95

FULL NAMES AS SINGLE, DATES AND PLACES OF BIRTH, NATIONALITY AND PARENTAGE OF THE SPOUSES

YGLÉSIO LUCIANO MOYSÉS SILVA DE SOUZA, BORN ON SEPTEMBER 19, 1980, IN SÃO LUÍS-MA, BRAZILIAN, SON OF ANTÔNIO ERIVAL CARVALHO DE SOUZA and MARLENE DAS GRAÇAS MOYSÉS DA SILVA SOUZA.
JULIANA BRITTO FREIRE MARTINS SOARES, BORN ON AUGUST 18, 1989, IN SÃO LUÍS - MA, BRAZILIAN, DAUGHTER OF JOÃO MARTINS SOARES FILHO and JANE MARIA DE BRITTO FREIRE.

DATE OF MARRIAGE CELEBRATION	DAY	MONTH	YEAR
DECEMBER ELEVEN, TWO THOUSAND FIFTEEN	11	12	2015

MARRIAGE PROPERTY SYSTEM
SEPARATE PROPERTY SYSTEM

NAME THAT EACH SPOUSE HAS STARTED USING (IF THERE HAS BEEN A CHANGE)
JULIANA BRITTO FREIRE MARTINS MOYSÉS

NOTES/ANNOTATIONS

THE WITNESSES LISTED IN THE RECORD SERVED AS WITNESSES

Inspection Seal
000022520917
Phone: 3235-6191

The content of this certificate is true. I certify.

SÃO LUIS (MA), DECEMBER 11, 2015
Registrar's Signature
------//signature//-------
Núbia Maria Lemos Silva
Head Registrar - 5th District Registry Office
São Luís - Maranhão

CIVIL REGISTRY OFFICE
5th District – São Francisco
Rua Ribeiro do Amaral No. 08
São Luís – Maranhão
Núbia Maria Lemos Silva
Head Registrar
Phone: 3235-6191

Notary Stamp

5th Notary Office of São Luís
AUTHENTICATION
Checked and found to be in accordance with the original presented
São Luís. 01/14/2021 10:27:28 12268
In witness _____ of the truth.
------//signature//-------
Márcio Roberto Cutrim Nascimento Junior - Clerk
JUDICIARY - TJMA
Seal: AUTENT1567119MG2UZT8L6DU0A31 - Act: 13.18
Fees: R$4.63 FERC:R$0.13 FADEP:R$0.18 FEMP: R$0.18 Total: R$ 5.12
Check the validity of this seal on the website https://sel.tjma.jus.br

I, André Vinicius Inacio Penna Mello, 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 14, 2025.**

CARTÓRIO DE REGISTRO CIVIL
Zona São Francisco
Rua Ricardo Amaral Nº 08
São Luís - Maranhão
Nubia Maria Lemos Silva
Oficial Titular
Fone: 3235-6191

REGISTRO CIVIL DAS PESSOAS NATURAIS

CERTIDÃO DE CASAMENTO

YGLÉSIO LUCIANO MOYSÉS SILVA DE SOUZA
JULIANA BRITTO FREIRE MARTINS SOARES

MATRÍCULA

0313770155 2015 2 00015 273 0008980 95

NOMES COMPLETOS DE SOLTEIRO , DATAS E LOCAIS DE NASCIMENTO, NACIONALIDADE E FILIAÇÕES DOS CÔNJUGES

YGLÉSIO LUCIANO MOYSÉS SILVA DE SOUZA, NASCIDO NO DIA 19 DE SETEMBRO DE 1980, EM SÃO LUÍS - MA, BRASILEIRO, FILHO DE ANTÔNIO ERIVAL CARVALHO DE SOUZA e MARLENE DAS GRAÇAS MOYSÉS DA SILVA SOUZA. **JULIANA BRITTO FREIRE MARTINS SOARES**, NASCIDA NO DIA 18 DE AGOSTO DE 1989, EM SÃO LUÍS - MA, BRASILEIRA, FILHA DE JOÃO MARTINS SOARES FILHO e JANE MARIA DE BRITTO FREIRE.

DATA DE REGISTRO DO CASAMENTO	DIA	MÊS	ANO
ONZE DE DEZEMBRO DE DOIS MIL E QUINZE	11	12	2015

REGIME DE BENS DO CASAMENTO

SEPARAÇÃO TOTAL DE BENS

NOME QUE CADA UM DOS CÔNJUGES PASSOU A UTILIZAR (QUANDO HOUVER ALTERAÇÃO)

JULIANA BRITTO FREIRE MARTINS MOYSÉS

ÒBSERVAÇÕES / AVERBAÇÕES

SERVIRAM DE TESTEMUNHAS AS CONSTANTES DO TERMO.



O conteúdo da certidão é verdadeiro. Dou Fé

SÃO LUÍS(MA), 11 DE DEZEMBRO DE 2015

Assinatura do Oficial

Nubia Maria Lemos Silva
Oficial Titular - Cartorio 5ª Zona
São Luís-Maranhão

CARTÓRIO DE REGISTRO CIVIL
Zona São Francisco
Rua Ricardo Amaral Nº 08
São Luís - Maranhão
Nubia Maria Lemos Silva
Oficial Titular
Fone: 3235-6191

5º TABELIONATO DE NOTAS DE SÃO LUIS — JULIANA PEREIRA SOARES LOURENÇO — Tabelia
Av. Colares Moreira, N. 2, Ed. Pitanga Tower, Lts 7 e 8, Renascença - (98) 3301-1155 - CEP: 65.075-441 - São Luís/MA

AUTENTICAÇÃO
Conferido e achado conforme original apresentado
São Luís, 14/01/2021 10:27:28 12268
Em Testemunho _____ da verdade.
Márcio Roberto Cutrim Nascimento Junior - Escrevente
PODER JUDICIÁRIO - TJMA
Selo: AUTENT15671119MG2UZT8L6DU0A31 - Ato: 13.18
Emol.:R$4.63 FERC :R$0.13 FADEP:R$0.18 FEMP:R$0.18 Total:R$5,12
Consulte a validade deste selo no site https://selo.tjma.jus.br

TABELIONATO DE CONTRATOS MARÍTIMOS - SÃO LUÍS - MA

Civil Registry Office of the 3rd zone
Avenida João Pessoa No. 261, João Paulo
Phone: 3243-4477
mipinheiro@tjma.jus.br
Margarida Jesus Pinheiro
Registrar
Mercedes de Jesus Pinheiro
Authorized Clerk
Deputy
Idalia Alves do Nascimento Abraão
Authorized Clerk

CIVIL REGISTRY OF NATURAL PERSONS

BIRTH CERTIFICATE

NAME:

MARIA ALICE PEDROZO MOYSES

REGISTRATION:

030015 01 55 2015 1 00415 172 0344458 83

DATE OF BIRTH IN FULL	DAY	MONTH	YEAR
WEDNESDAY, MARCH EIGHTEENTH, TWO THOUSAND FIFTEEN	18	03	2015

TIME OF BIRTH	CITY OF BIRTH AND FEDERATION UNIT
12:55 PM	SÃO LUÍS - MA

CITY OF REGISTRATION AND FEDERATION UNIT	PLACE OF BIRTH	SEX
SÃO LUÍS - MA	LUIZA COELHO CLINIC	FEMALE

FILIATION

YGLESIO LUCIANO MOYSES SILVA DE SOUZA
GLAUCIONE PEREIRA PEDROZO

GRANDPARENTS

ANTONIO ERIVAL CARVALHO DE SOUZA and MARLENE DAS GRAÇAS MOYSES DA SILVA SOUZA
WILSON GOMES PEDROZO and LAUDECY PEREIRA PEDROZO

TWIN	NAME AND REGISTRATION NUMBER OF TWIN(S)
No	No Record

DATE OF REGISTRATION IN FULL	LIVE BIRTH REGISTRATION NUMBER
WEDNESDAY, MARCH TWENTY-FIFTH, TWO THOUSAND FIFTEEN AT 10:29 AM	30652028375

ANNOTATIONS/NOTES

REGISTRY OFFICE OF THE 3rd ZONE - EXTRAJUDICIAL SERVICE OF THE 3rd ZONE
MARGARIDA JESUS PINHEIRO - REGISTRAR
OF THE 3rd ZONE
SÃO LUÍS - MA
AVENIDA GETÚLIO VARGAS, No. 261, JOÃO PAULO

The content of this certificate is true. I certify.
SÃO LUIS, March 25, 2015.

----//signature//----

IDALIA ALVES DO NASCIMENTO ABRÄÃO

Idalia Alves do Nascimento Abraão
Authorized Clerk



Civil Registry Office of the 3rd zone
Avenida João Pessoa No. 261, João Paulo
Phone: 3243-4477
mipinheiro@tjma.jus.br
Margarida Jesus Pinheiro
Registrar
Mercedes de Jesus Pinheiro
Authorized Clerk
Deputy
Idalia Alves do Nascimento Abraão
Authorized Clerk

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 12, 2025.

REGISTRO CIVÍL DAS PESSOAS NATURAIS

CERTIDÃO DE NASCIMENTO

NOME:

MARIA ALICE PEDROZO MOYSES

MATRÍCULA:
030015 01 55 2015 1 00415 172 0344458 83

Av. João Pessoa, Nº 261, João Paulo
Fone: 3243 - 4477
mipinheiro@.tjma.jus.br
Margarida Jesus Pinheiro
Registradora
Mercedes de Jesus Pinheiro
Escrevente autorizada
Substituta
Idalia Alves do Nascimento Abrão
Escrevente autorizada

DATA DE NASCIMENTO POR EXTENSO	DIA	MÊS	ANO
QUARTA-FEIRA, DEZOITO DE MARÇO DE DOIS MIL E QUINZE	18	03	2015

HORA	MUNICÍPIO DE NASCIMENTO E UNIDADE DA FEDERAÇÃO
12:55	SÃO LUÍS - MA

MUNICÍPIO DE REGISTRO E UNIDADE DA FEDERAÇÃO	LOCAL DE NASCIMENTO	SEXO
SÃO LUÍS - MA	CLINICA LUIZA COELHO	FEMININO

FILIAÇÃO

YGLESIO LUCIANO MOYSES SILVA DE SOUZA
GLAUCIONE PEREIRA PEDROZO

AVÓS

ANTONIO ERIVAL CARVALHO DE SOUZA e MARLENE DAS GRAÇAS MOYSES DA SILVA SOUZA
WILSON GOMES PEDROZO e LAUDECY PEREIRA PEDROZO

GÊMEO	NOME E MATRÍCULA DO(S) GÊMEO(S)
Não	ND

DATA DO REGISTRO POR EXTENSO	NÚMERO DA DECLARAÇÃO DE NASCIDO VIVO
QUARTA-FEIRA, VINTE E CINCO DE MARÇO DE DOIS MIL E QUINZE ÀS 10:29	30652028375

OBSERVAÇÕES E AVERBAÇÕES

CARTÓRIO DA 3ª ZONA - SERV. EXTRAJ DA 3ª ZONA
MARGARIDA JESUS PINHEIRO - REGISTRADORA
OFICIAL DA 3ª ZONA
SÃO LUÍS - MA
AV. GETÚLIO VARGAS, Nº 261, JOÃO PAULO

O conteúdo da certidão é verdadeiro. Dou fé.
SÃO LUÍS, 25 de Março de 2015.

IDALIA ALVES DO NASCIMENTO ABRAÃO

Idalia Alves do Nascimento Abrão
Escrevente Autorizada

CIVIL REGISTRY OF NATURAL PERSONS

BIRTH CERTIFICATE

NAME:

CECÍLIA BRITTO FREIRE MOYSES

REGISTRATION:
031385 01 55 2017 1 00424 031 0214387 43

DATE OF BIRTH IN FULL	DAY	MONTH	YEAR
THURSDAY, DECEMBER FOURTEENTH, TWO THOUSAND SEVENTEEN	14	12	2017

TIME OF BIRTH	PLACE OF BIRTH
01:05 A.M.	SÃO LUÍS - MA

CITY OF REGISTRATION AND STATE	LOCATION, CITY OF BIRTH AND STATE	SEX
SÃO LUÍS - MA	NATUS LUMINE MATERNITY	FEMALE

PARENTS

YGLESIO LUCIANO MOYSES SILVA DE SOUZA
JULIANA BRITTO FREIRE MARTINS MOYSES

GRANDPARENTS

Paternal: ANTONIO ERIVAL CARVALHO DE SOUZA and MARLENE DAS GRAÇAS MOYSES DA SILVA SOUZA
Maternal: JOÃO MARTINS SOARES FILHO and JANE MARIA DE BRITTO FREIRE

TWINS	NAME AND REGISTRATION OF THE TWINS
No	NOT APPLY

REGISTRATION DATE IN FULL	LIVE BIRTH REGISTRATION NUMBER
WEDNESDAY, DECEMBER TWENTY-SEVENTH, TWO THOUSAND SEVENTEEN AT 12:04 PM	30740428014

NOTES / ANNOTATIONS

CPF of the registrant: 093.326.443-73.

4th DISTRICT NOTARY OFFICE – OFFICIAL NOTARY OF THE 4th DISTRICT
ENOCH RIBEIRO DE VASCONCELOS – OFFICIAL REGISTRAR OF THE 4th DISTRICT
SÃO LUÍS - MA
AV. JERÔNIMO DE ALBUQUERQUE, 205, COHAB

The content of the certificate is true. I certify
SÃO LUÍS, January 5, 2018.

------//signature//------

SIMONE CLEIA PASSINHO FONSECA

Seal: GR-

SIMONE CLEIA PASSINHO FONSECA
Authorized Clerk
Agostinho Vasconcelos Notary Office

Inspection Seal
Judiciary
Court of Justice of Maranhão
FREE

UNREADABLE

CIVIL REGISTRY OFFICE OF THE 3rd DISTRICT
Av. João Pessoa, No. 261 – João Paulo
Phone: 3243-4477
Margarida Jesus Pinheiro
Registrar
Mercedes de Jesus Pinheiro
Sworn Deputy Clerk

CIVIL REGISTRY OF NATURAL PERSONS
CIVIL REGISTRY OFFICE OF THE 3rd DISTRICT – JOÃO PAULO

BIRTH CERTIFICATE

NAME: **GUILHERME BRITTÓ FREIRE MARTINS NUNES**

0300150155 2008 1 00367 294 0329572 36

DATE OF BIRTH IN FULL	DAY	MONTH	YEAR
July ninth, two thousand eight	09	07	2008

TIME OF BIRTH	CITY OF BIRTH AND STATE
03:17 P.M.	São Luis/Maranhão

CITY OF REGISTRATION AND STATE, PLACE OF BIRTH		SKIN COLOR	SEX
São Luis/Maranhão	São Marcos Clinic	---	Male

PARENTS

Rogério Luiz Costa Nunes and Juliana Britto Freire Martins Soares

PATERNAL GRANDPARENTS

William Ribeiro Nunes Filho and Ana de Fátima Costa Nunes
João Martins Soares Filho and Jane Maria de Britto Freire

MATERNAL GRANDPARENTS

João Martins Soares Filho and Jane Maria de Britto Freire

TWINS	NAME AND REGISTRATION OF THE TWINS
NO	XXXXXXXXXX

REGISTRATION DATE IN FULL	LIVE BIRTH REGISTRATION NUMBER
July twenty-third, two thousand eight	XXXXXXXXXX

NOTES / ANNOTATIONS

XXXX

The content of the certificate is true. I certify

São Luis (MA), November 13, 2012

Registrar's Signature

Inspection Seal
Judiciary
Court of Justice
Maranhão
GENERAL USE

CIVIL REGISTRY OFFICE OF THE 3rd DISTRICT
Av. João Pessoa, No. 261 – João Paulo
Phone: 3243-4477
Margarida Jesus Pinheiro
Registrar
Mercedes de Jesus Pinheiro
Sworn Deputy Clerk

I, Marina Viana 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.

Marina Viana

_____ **Date: July 08, 2025.**

REGISTRO CIVIL DAS PESSOAS NATURAIS

CERTIDÃO DE NASCIMENTO

NOME:

CECÍLIA BRITTO FREIRE MOYSES

MATRÍCULA:
031385 01 55 2017 1 00424 031 0214387 43

DATA DE NASCIMENTO POR EXTENSO	DIA	MÊS	ANO
QUINTA-FEIRA, QUATORZE DE DEZEMBRO DE DOIS MIL E DEZESSETE	14	12	2017

HORA	MUNICÍPIO DE NASCIMENTO E UNIDADE DA FEDERAÇÃO
01:05	SÃO LUÍS - MA

MUNICÍPIO DE REGISTRO E UNIDADE DA FEDERAÇÃO	LOCAL DE NASCIMENTO	SEXO
SÃO LUÍS - MA	NATUS LUMINE MATERNIDADE	FEMININO

FILIAÇÃO

YGLESIO LUCIANO MOYSES SILVA DE SOUZA
JULIANA BRITTO FREIRE MARTINS MOYSES

AVÓS

Paternos: ANTONIO ERIVAL CARVALHO DE SOUZA e MARLENE DAS GRAÇAS MOYSES DA SILVA SOUZA
Maternos: JOÃO MARTINS SOARES FILHO e JANE MARIA DE BRITTO FREIRE

GÊMEO	NOME E MATRÍCULA DO(S) GÊMEO(S)
Não	ND

DATA DO REGISTRO POR EXTENSO	NÚMERO DA DECLARAÇÃO DE NASCIDO VIVO
QUARTA-FEIRA, VINTE E SETE DE DEZEMBRO DE DOIS MIL E DEZESSETE ÀS 12:04	30740428014

OBSERVAÇÕES E AVERBAÇÕES

CPF da registranda:093.326.443-73.

CARTÓRIO DA 4ª ZONA - SERV EXTRAJ DA 4ª ZONA
ENOCH RIBEIRO DE VASCONCELOS - REGISTRADOR
OFICIAL DA 4ª ZONA
SÃO LUÍS - MA
AV. JERÔNIMO DE ALBUQUERQUE, 205, COHAB

O conteúdo da certidão é verdadeiro. Dou fé.
SÃO LUÍS, 05 de Janeiro de 2018.

SIMONE CLEIA PASSINHO FONSECA

Selo : GR -

Simone Cleia Passinho Fonseca
Escrevente Autorizada
Cartório Agostinho Vasconcelos

GRATIS

PODER JUDICIÁRIO
Simone Cleia Passinho Fonseca
Escrevente Autorizada
São Luís - MA

CARTORIO DE REGISTRO CIVIL DA 3ª ZONA
Av. João Pessoa, Nº 261 - João Paulo
Fone: 3243-4477
Margarida Jesus Pinheiro
Escrevente
Mercedes de Jesus Pinheiro
Escrevente Juramentada Substituta

REGISTRO CIVIL DAS PESSOAS NATURAIS
CARTÓRIO DE REGISTRO CIVIL DA 3ª ZONA – JOÃO PAULO

CERTIDÃO DE NASCIMENTO

NOME: **GUILHERME BRITTO FREIRE MARTINS NUNES**

0300150155 2008 1 00367 294 0329572 36

DATA DE NASCIMENTO POR EXTENSO	DIA	MÊS	ANO
Nove de julho de dois mil e oito	09	07	2008

HORA	MUNICIPIO DE NASCIMENTO E UNIDADE DA FEDERAÇÃO
15:17	São Luis/Maranhão

MUNICIPIO DE REGISTRO E UNIDADE DA FEDERAÇÃO	LOCAL DE NASCIMENTO	COR	SEXO
São Luis/Maranhão	Clínica São Marcos	--	Masculino

FILIAÇÃO:
Rogério Luiz Costa Nunes e Juliana Britto Freire Martins Soares

AVÓS PATERNOS:
William Ribeiro Nunes Filho e Ana de Fátima Costa Nunes

AVÓS MATERNOS:
João Martins Soares Filho e Jane Maria de Britto Freire

GÊMEO	NOME E MATRÍCULA DO(S) GÊMEOS
NÃO	XXXXXXX

DATA DO REGISTRO POR EXTENSO	NÚMERO DA DECLARAÇÃO DE NASCIDO VIVO
Vinte e três de julho de dois mil e oito	XXXXXXX

OBSERVAÇÕES / AVERBAÇÕES
Xxx

O conteúdo da certidão é verdadeiro. Dou fé.

São Luís (MA), 13 de novembro de 2012

Assinatura do Oficial

CARTORIO DE REGISTRO CIVIL DA 3ª ZONA
Av. João Pessoa, Nº 261 - João Paulo
Mercedes de Jesus Pinheiro
Escrevente Juramentada Substituta
Uso Gratuito
000016

Federative Republic of Brazil

STATE OF MARANHÃO

CIVIL REGISTRY OFFICE
JUDICIAL DISTRICT OF SÃO LUÍS

CIVIL REGISTRY OFFICE
1st ZONE
CNPJ No. 05.284.014/0001-45
Bachelor of Laws Maria da Graça Bello Smith
Clerk

BIRTH CERTIFICATE No. 107/447

1st Copy

THE CLERK
----//signature//----
Bachelor of Laws Maria da Graça Bello Smith

I CERTIFY that on page 134, v° of book no. 96-A. of the BIRTH REGISTRY, was drawn up the record of Juliana Britto Freire Martina Soares. ********** born on the 18th day of August, 1989. ********** ********* at 12:45 PM at São Marcos Clinic, of this Capital. female skin white daughter of ********** João Martins Soares Filho. and Jana Maria de Britto Freire. paternal grandparents are João Martins Soares, and Terezinha de Jesus Martins Soares, and maternal grandparents Jurandir de Britto Freire, and Ana Maria de Britto Freire.

The declarant was The father. and the witnesses were Francisca de Jesus Pereira. Edson Ribeiro Barbosa.

Notes: Record made on the date below.

-----//Signature//----

The above is true and I certify.

São Luis, August 28, 19 89.

REGISTRAR
-----//Signature//----

CIVIL REGISTRY OFFICE
1st ZONE
CNPJ No. 05.284.014/0001-45
Bachelor of Laws Maria da Graça Bello Smith
Clerk

S. BENEDITO PRINTING HOUSE

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 12, 2025.

República Federativa do Brasil

ESTADO DO MARANHÃO

CARTÓRIO DO REGISTRO CIVIL

COMARCA DE SAO LUIS

CARTÓRIO DE REGISTRO CIVIL 1.ª ZONA
CGC - 05284014/0001-45
Bel. Maria da Graça Bello Smith
Escrivã

CERTIDAO DE NASCIMENTO N.º 107.447

O ESCRIVÃO

Bel Maria da Graça Bello Smith

CERTIFICO que às fls. 134,Vº do livro n.º 96-A. do REGISTRO DE NASCIMENTO foi lavrado o do Juliana Britto Freire Martins Soares.

* * * * * * * * * * * nascido aos 18 dias de Agosto de 1989.

* * * * * * * * * * \

CIVIL REGISTRY OFFICE

3rd ZONE
Margarida Jesus Pinheiro
REGISTRAR
São Luís – Maranhão.

Federative Republic of Brazil
State of Maranhão
3rd Civil Registry and Marriage Office - São Luís (MA)

Birth Certificate

I CERTIFY that on page 294, front, under number 329572, in Book A-367 of births, is registered the birth of

GUILHERME BRITTO FREIRE MARTINS NUNES

male, born at SÃO MARCOS CLINIC, São Luís (MA), on July 9, 2008, at 3:17 p.m.

The registered child is the son of ROGÉRO LUIZ COSTA NUNES, born in São Luís (MA), and JULIANA BRITTO FREIRE MARTINS SOARES, born in São Luís (MA), paternal grandparents are WILLIAN RIBEIRO NUNES FILHO and ANA DE FÁTIMA COSTA NUNES, maternal grandparents JOÃO MARTINS SOARES FILHO and JANE MARIA DE BRITTO FREIRE.

The declarant was the father, and the witnesses were MÁRCIA ROBERTA DE CARVALHO and KÁTIA ROSANA SOUSA COSTA.

Notes: Record made on July 23, 2008, at 4:20 p.m.

The above is true and I certify.

São Luis, July 23, 2008.

CITIZENSHIP AND JUSTICE CENTER
JUDICIARY
SÃO LUÍS - MA

Inspection Seal
Judiciary
Court of Justice
of Maranhão
Free of Charge
000003003715

----//signature//----

Giselle Régia C. M. Penha

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 12, 2025.

OFÍCIO DO REGISTRO C.
3ª. ZONA
Margarida Jesus Pinheiro
OFICIALA
São Luís - Maranhão.

República Federativa do Brasil
Estado do Maranhão
Cartório da 3ª Zona de Reg. Civil e Casamento - São Luís (MA)

Certidão de Nascimento

CERTIFICO que às folhas 294, frente, sob o número 329572, do livro A - 367 de assentamentos de nascimentos, está registrado o nascimento de

GUILHERME BRITTO FREIRE MARTINS NUNES

do sexo masculino, ocorrido no(a) CLÍNICA SÃO MARCOS, São Luís (MA), no dia 9 de julho de 2008 às 15:17 horas.

O registrado é filho de ROGÉRIO LUIZ COSTA NUNES, natural de São Luís (MA) e de JULIANA BRITTO FREIRE MARTINS SOARES, natural de São Luís (MA) , sendo avós paternos WILLIAM RIBEIRO NUNES FILHO e ANA DE FÁTIMA COSTA NUNES e avós maternos JOÃO MARTINS SOARES FILHO e JANE MARIA DE BRITTO FREIRE.

Foi declarante o pai e serviram de testemunhas MÁRCIA ROBERTA DE CARVALHO e KATIA ROSANA SOUSA COSTA.

Observações: Registro feito no dia 23 de julho de 2008, às 16:20 horas.

O Referido é verdade e dou fé.

São Luís, 23 de julho de 2008.

CENTRAL DE INFORMÁTICA E JUSTIÇA
PODER JUDICIÁRIO
000003003715

Giselle Régia C. M. Penha

MARIA ALICE PEDROZO MOYSES

Assinatura do titular / *Signature du titulaire /*
Bearer's signature / Firma del titular

REPÚBLICA FEDERATIVA DO BRASIL

GL742149

Este passaporte deve ser assinado
pelo titular, salvo em caso de incapacidade.

Ce passeport doit être signé
par le titulaire, sauf en cas d'incapacité.

This passport must be signed,
except where the bearer is unable to do so.

Este pasaporte debe ser firmado
por el titular, salvo en caso de incapacidad.



REPÚBLICA FEDERATIVA DO BRASIL

PASSAPORTE
PASSPORT

TIPO / TYPE **P**

PAÍS EMISSOR / ISSUING COUNTRY **BRA**

PASSAPORTE Nº / PASSPORT No. **GL742149**

SOBRENOME / SURNAME
PEDROZO MOYSES



NOME / GIVEN NAMES
MARIA ALICE

NACIONALIDADE / NATIONALITY
BRASILEIRO(A)

DATA DO NASCIMENTO / DATE OF BIRTH
18 MAR/MAR 2015

CPF / PERSONAL NUMBER
081017883-44

SEXO / SEX
F

NATURALIDADE / PLACE OF BIRTH
SÃO LUÍS/MA

FILIAÇÃO / FILIATION
GLAUCIONE PEREIRA PEDROZO

YGLESIO LUCIANO MOYSES SILVA DE SOUZA



O titular, enquanto menor, está autorizado pelos genitores, pelo prazo deste documento, a viajar apenas com um dos pais, indistintamente. Res. CNJ 131/11, Art. 13.

DATA DE EXPEDIÇÃO / DATE OF ISSUE
17 JUN/JUN 2025

AUTORIDADE / AUTHORITY
SR/PF/MA

VÁLIDO ATÉ / DATE OF EXPIRY
16 JUN/JUN 2030

P<BRAPEDROZO<MOYSES<<MARIA<ALICE<<<<<<<<<<<<<
GL742149<2BRA1503184F3006162081017883 44<<<84

GF856242

Assinatura do titular / Signature du titulaire
Bearer's signature / Firma del titular

Este passaporte deve ser assinado pelo titular, salvo em caso de incapacidade.

Ce passeport doit être signé par le titulaire, sauf en cas d'incapacité.

This passport must be signed, except where the bearer is unable to do so.

Este pasaporte debe ser firmado por el titular, salvo en caso de incapacidad.

REPÚBLICA FEDERATIVA DO BRASIL

PASSAPORTE
PASSPORT

TIPO / TYPE: P
PAÍS EMISSOR / ISSUING COUNTRY: BRA
PASSAPORTE Nº / PASSPORT No.: GF856242

SOBRENOME / SURNAME
BRITTO FREIRE MARTINS NUNES



NOME / GIVEN NAMES
GUILHERME
NACIONALIDADE / NATIONALITY
BRASILEIRO(A)
DATA DO NASCIMENTO / DATE OF BIRTH
09 JUL/JUL 2008
IDENTIDADE Nº / PERSONAL No.
SEXO / SEX
M
NATURALIDADE / PLACE OF BIRTH
SÃO LUÍS/MA
FILIAÇÃO / FILIATION
JULIANA BRITTO FREIRE MARTINS SOARES

ROGERIO LUIZ COSTA NUNES

O titular, enquanto menor, está autorizado pelos genitores, pelo prazo deste documento, a viajar desacompanhado ou apenas com um dos pais, indistintamente. Res. CNJ 131/11, Art. 13.

DATA DE EXPEDIÇÃO / DATE OF ISSUE
02 JAN/JAN 2023
AUTORIDADE / AUTHORITY
SR/DPF/MA
VÁLIDO ATÉ / DATE OF EXPIRY
01 JAN/JAN 2028

P<BRABRITTO<FREIRE<MARTINS<NUNES<<GUILHERME<
GF856242<4BRA0807092M2801016<<<<<<<<<<<<<<08

Juliana Britto F m moyses.

Assinatura do titular / Signature du titulaire
Bearer's signature / Firma del titular

FT221065

Este passaporte deve ser assinado pelo titular, salvo em caso de incapacidade.

Ce passeport doit être signé par le titulaire, sauf en cas d'incapacité.

This passport must be signed, except where the bearer is unable to do so.

Este pasaporte debe ser firmado por el titular, salvo en caso de incapacidad.

REPÚBLICA FEDERATIVA DO BRASIL

PASSAPORTE
PASSPORT



TIPO / TYPE
P

PAÍS EMISSOR / ISSUING COUNTRY
BRA

PASSAPORTE Nº / PASSPORT No.
FT221065

SOBRENOME / SURNAME
BRITTO FREIRE MARTINS MOYSES

NOME / GIVEN NAMES
JULIANA

NACIONALIDADE / NATIONALITY
BRASILEIRO(A)

DATA DO NASCIMENTO / DATE OF BIRTH
18 AGO/AUG 1989

IDENTIDADE Nº / PERSONAL No.

SEXO / SEX
F

NATURALIDADE / PLACE OF BIRTH
SÃO LUÍS/MA

FILIAÇÃO / FILIATION
JANE MARIA DE BRITTO FREIRE

JOAO MARTINS SOARES FILHO

DATA DE EXPEDIÇÃO / DATE OF ISSUE
19 MAI/MAY 2017

AUTORIDADE / AUTHORITY
SR/DPF/MA

VÁLIDO ATÉ / DATE OF EXPIRY
18 MAI/MAY 2027

P<BRABRITTO<FREIRE<MARTINS<MOYSES<<JULIANA<<
FT221065<8BRA8908180F2705181<<<<<<<<<<<<<<06

GF816585

CECILIA BRITTO

Assinatura do titular / Signature du titulaire
Bearer's signature / Firma del titular

Este passaporte deve ser assinado pelo titular, salvo em caso de incapacidade.

Ce passeport doit être signé par le titulaire, sauf en cas d'incapacité.

This passport must be signed, except where the bearer is unable to do so.

Este pasaporte debe ser firmado por el titular, salvo en caso de incapacidad.

REPÚBLICA FEDERATIVA DO BRASIL

PASSAPORTE
PASSPORT



TIPO / TYPE: P
PAÍS EMISSOR / ISSUING COUNTRY: BRA
PASSAPORTE Nº / PASSPORT No: GF816585

SOBRENOME / SURNAME
BRITTO FREIRE MOYSES

NOME / GIVEN NAMES
CECÍLIA

NACIONALIDADE / NATIONALITY
BRASILEIRO(A)

DATA DO NASCIMENTO / DATE OF BIRTH
14 DEZ/DEC 2017

IDENTIDADE Nº / PERSONAL No

SEXO / SEX: F
NATURALIDADE / PLACE OF BIRTH: SÃO LUÍS/MA

FILIAÇÃO / FILIATION
JULIANA BRITTO FREIRE MARTINS MOYSES

YGLESIO LUCIANO MOYSES SILVA DE SOUZA

O titular, enquanto menor, está autorizado pelos genitores, pelo prazo deste documento, a viajar desacompanhado ou apenas com um dos pais, indistintamente. Res. CNJ 131/11, Art. 13.

DATA DE EXPEDIÇÃO / DATE OF ISSUE
26 DEZ/DEC 2022

AUTORIDADE / AUTHORITY
SR/DPF/MA

VÁLIDO ATÉ / DATE OF EXPIRY
25 DEZ/DEC 2027

P<BRABRITTO<FREIRE<MOYSES<<CECILIA<<<<<<<<<<
GF816585<6BRA1712140F2712251<<<<<<<<<<<<<<06

MARIA ALICE PEDROZO MOYSES

Assinatura do titular / *Signature du titulaire /*
Bearer's signature / Firma del titular

REPÚBLICA FEDERATIVA DO BRASIL

GL742149

Este passaporte deve ser assinado
pelo titular, salvo em caso de incapacidade.

Ce passeport doit être signé
par le titulaire, sauf en cas d'incapacité.

This passport must be signed,
except where the bearer is unable to do so.

Este pasaporte debe ser firmado
por el titular, salvo en caso de incapacidad.



REPÚBLICA FEDERATIVA DO BRASIL

PASSAPORTE
PASSPORT

TIPO / TYPE **P**

PAÍS EMISSOR / ISSUING COUNTRY **BRA**

PASSAPORTE Nº / PASSPORT No. **GL742149**

SOBRENOME / SURNAME
PEDROZO MOYSES



NOME / GIVEN NAMES
MARIA ALICE

NACIONALIDADE / NATIONALITY
BRASILEIRO(A)

DATA DO NASCIMENTO / DATE OF BIRTH
18 MAR/MAR 2015

CPF / PERSONAL NUMBER
081017883-44

SEXO / SEX
F

NATURALIDADE / PLACE OF BIRTH
SÃO LUÍS/MA

FILIAÇÃO / FILIATION
GLAUCIONE PEREIRA PEDROZO

YGLESIO LUCIANO MOYSES SILVA DE SOUZA



O titular, enquanto menor, está autorizado pelos genitores, pelo prazo deste documento, a viajar apenas com um dos pais, indistintamente. Res. CNJ 131/11, Art. 13.

DATA DE EXPEDIÇÃO / DATE OF ISSUE
17 JUN/JUN 2025

AUTORIDADE / AUTHORITY
SR/PF/MA

VÁLIDO ATÉ / DATE OF EXPIRY
16 JUN/JUN 2030

P<BRAPEDROZO<MOYSES<<MARIA<ALICE<<<<<<<<<<<<<
GL742149<2BRA1503184F3006162081017883 44<<<84

VISA

UNITED STATES OF AMERICA



Issuing Post Name
SAO PAULO

Control Number
20183125190009

Surname
BRITTO FREIRE MOYSES

Given Name
CECILIA

Visa Type /Class
R B1/B2

Passport Number
FW633013

Sex
F

Birth Date
14DEC2017

Nationality
BRZL

Entries
M

Issue Date
16NOV2018

Expiration Date
07NOV2028

1000

Annotation

N7027311

*

VNUSABRITTO<FREIRE<MOYSES<<CECILIA<<<<<<<<<<<

FW633013<3BRA1712140F2811073B3SPL2YS7J763545

VISA

UNITED STATES OF AMERICA



Issuing Post Name
SAO PAULO

Control Number
20171782060005

Surname
BRITTO FREIRE MARTINS MOYSES

Given Name
JULIANA

Visa Type /Class
R B1/B2

Passport Number
FT221065

Sex
F

Birth Date
18AUG1989

Nationality
BRZL

Entries
M

Issue Date
03JUL2017

Expiration Date
26JUN2027

1001

Annotation

M1816839

* *

VNUSABRITTO<FREIRE<MARTINS<MOYSES<<JULIANA<<

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VISA

UNITED STATES OF AMERICA



Issuing Post Name
SAO PAULO

Control Number
20163559310002

Surname
BRITTO FREIRE MARTINS NUNES

Given Name
GUILHERME

Visa Type / Class
R B1/B2

Passport Number
FR122324

Sex
M

Birth Date
09JUL2008

Nationality
BRZL

Entries
M

Issue Date
22DEC2016

Expiration Date
19DEC2026

0111

Annotation

L7067692

* *

VNUSABRITTO<FREIRE<MARTINS<NUNES<<GUILHERME<

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