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Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By Ines Quirarte, Deputy Clerk

Attorney For
Court-Appointed Receiver Michael Essary

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

SALAM RAZUKI, an individual,
Plaintiff,

v.

NINUS MALAN, an individual; CHRIS
HAKIM, an individual; MONARCH
MANAGEMENT CONSULTING, INC. a
California corporation; SAN DIEGO UNITED
HOLDING GROUP, LLC, a California limited
liability company; FLIP MANAGEMENT,
LLC, a California limited liability company;
MIRA ESTE PROPERTIES, LLC, a California
limited liability company; ROSELLE
PROPERTIES, LLC, , a California limited
liability company; BALBOA AVE
COOPERATIVE, a California nonprofit mutual
benefit corporation; CALIFORNIA CANNABIS
GROUP, a California nonprofit mutual benefit
corporation; DEVILISH DELIGHTS, INC., a
California nonprofit mutual benefit corporation;
and DOES 1-100, inclusive,

Defendants.

CASE NO.: 37-2018-00034229-CU-BC-CTL

**RECEIVER MICHAEL ESSARY'S FIRST
RECEIVER'S REPORT**

Judge: Hon. Eddie C. Sturgeon
Dept: C-67
Date: September 7, 2018
Time: 1:30 p.m.

FIRST RECEIVER'S REPORT

1. I, Michael Essary, was appointed as the Receiver in the above-entitled matter by this Court on August 20, 2018. Pursuant to this Court's Appointment Order, I was ordered to take possession and control of the Marijuana Operations, which specifically includes the following

1 entities: San Diego United Holdings Group, LLC, Mira Este Properties, LLC, Balboa Ave
2 Cooperative, California Cannabis Group, Devilish Delights, Inc., and Flip Management, LLC.¹

3 2. Per the Court's Appointment Order, I was directed to ensure the Marijuana Operations
4 remain operating at status quo until the upcoming September 7, 2018 hearing in this matter.

5 3. This Court directed me to review and report on the past, current and projected financial
6 standing of the Marijuana Operations. I now submit to this Court a summary of the status and
7 accounting of the Marijuana Operations.

8 **BALBOA DISPENSARY & STORAGE UNIT**

9 4. San Diego United Holdings Group, LLC is the owner of 8863 Balboa Ave., Suite E,
10 San Diego, California 92123. This is the physical location of the retail cannabis dispensary that is
11 operating under the license held by Balboa Avenue Cooperative and managed by Far West
12 Management, LLC. A true and correct copy of the Far West management services contract, provided
13 to me by Defendants, is attached hereto as **Exhibit A**. San Diego United Holdings Group, LLC also
14 owns 8861 Balboa Ave. Suite B, San Diego, California 92123, which is used for storage by the
15 dispensary operation.

16 5. I interviewed certified public accountant Justus Henkus IV. Mr. Henkus was recently
17 retained by Defendants to serve as the accountant for the Balboa Ave operations. Further, I
18 understand Mr. Henkus was also recently retained by Defendants to handle the accounting duties for
19 the Mira Este operations. As of now, I am working with Mr. Henkus during this period before the
20 September 7, 2018 hearing.

21 6. Upon initial takeover in July 2018 pursuant to the original appointment order in this
22 matter, I seized \$4,511.69 in cash from the facility and another \$1,259.38 was located in a cash safe
23 chute. All of these funds were deposited into my receiver trust account I established at Wells Fargo
24 Bank. I also seized two bank accounts at Bank of America related to the Balboa Ave dispensary. The
25 balance in those accounts totaled \$17,765.01 and were also deposited into my receiver trust account.

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27 ¹ Defendant Roselle Properties, LLC is not subject to the receivership. I tendered the balance of the Roselle bank account
28 (\$1,149.77), that had previously been subject to receivership control, to counsel for Roselle Properties, LLC following
the August 20, 2018 hearing.

1 7. I attempted to seize the Flip Management, LLC bank account at BBVA Compass by
2 serving my initial order. The account was eventually frozen with a balance of \$26,457.09. I recently
3 contacted BBVA Compass and provided a copy of the August 20, 2018 Appointment Order. Further,
4 I instructed BBVA Compass to add Defendant Ninus Malan to the account as a “signer” and to
5 provide Marijuana Operations accountant Mr. Henkus with viewing authority. The purpose of this
6 was so that they may use these funds for the ongoing operations at Balboa Dispensary. I have retained
7 signature authority over this account.

8 8. On August 22, 2018, Defendant Malan sent me an email outlining a list of unpaid bills
9 that total \$258,125.87. In addition, Mr. Malan states in his email that “[t]here are more remaining.”
10 I responded to his email and asked how these expenses were typically paid within the Marijuana
11 Operations. As seen in Mr. Malan’s response, he points to some apparent confusion with the previous
12 operations arrangement. A true and correct copy of Mr. Malan’s August 22, 2018 email and follow
13 up response emails is attached hereto as **Exhibit B**.

14 9. I coordinated a meeting with Mr. Malan and Mr. Henkus. I implemented a procedure
15 with Mr. Malan and Mr. Henkus whereby they submit invoices they would like to pay and I
16 review/comment and approve/disapprove prior to payment. I have approved bills submitted to me
17 on two occasions since the August 20, 2018 hearing.

18 10. At my meeting with Mr. Malan and Mr. Henkus, I was provided a listing of deposits
19 made from the dispensary ATM machine into a Bank of America account re-established by Mr.
20 Malan. A true and correct copy of a partial bank statement for that account that was provided to me
21 is attached hereto as **Exhibit C**. I am in the process of getting myself added to that account.

22 11. Further, I have requested financials, budgets and bank statements from Mr. Malan and
23 Mr. Henkus. As of drafting this Report, I am still waiting to receive those documents.

24 12. I was provided with Balboa Ave financials for the period of January 2018 through
25 May 2018 by JHY Partners (former accounting company). Attached hereto as **Exhibit D** are true and
26 correct copies of those financials.

27 13. During the previous management and my initial appointment as receiver in July 2018,
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1 the Balboa Ave dispensary was using the point-of-sale vendor Treez. I was added to that account
2 after the initial appointment order. I have since enabled access to the reports on this system to
3 Defendants and their counsel for the purpose of reporting to various local and state agencies. I believe
4 that the new management company (Far West) is using a different point-of-sale vendor. I have
5 requested confirmation and addition to this vendor account.

6 14. One of the largest outstanding bills for the Balboa Ave operation is the State of
7 California sales taxes that were due on June 30, 2018. A true and correct copy of that tax bill, as
8 provided to me by Defendants, is attached hereto as **Exhibit E**. The outstanding amount owed is
9 \$173,772.86 and the period covered by this tax bill is from July 1, 2017 through June 30, 2018.
10 During my initial appointment in July 2018, I was working with JHY Partners to make a partial
11 payment and establish a payment plan with the State of California. When the receivership was
12 vacated, I ceased those discussions with the State of California.

13 15. I requested a summary and proof of insurance coverage for the Balboa Ave dispensary
14 location. In response on August 22, 2018, Mr. Malan emailed me a copy of a notice of cancellation
15 for the insurance policy in place for the Balboa Ave dispensary. A true and correct copy of that email
16 and notice are attached hereto as **Exhibit F**. Since that email, Mr. Malan and Mr. Henkus have
17 informed me that the bill was paid and this policy was reinstated. However, I have not received
18 documentation summarizing the policy coverage.

19 16. After my initial appointment, and again after my recent August 20, 2018 appointment,
20 I have contacted the appropriate State of California authority with notice of my appointment and a
21 copy of this Court's Appointment Order. A true and correct copy of the most recent notice, dated
22 August 31, 2018, is attached hereto as **Exhibit G**.

23 17. As of the date of drafting this report, I have not received direct documentation related
24 to Balboa Ave bills or invoices due for mortgages, the HOA, or any other fixed obligations of the
25 Balboa Ave dispensary. Some isolated payments were approved by me for payment by Mr. Malan to
26 the HOA with a demand letter as supporting back-up documentation.

27 18. On August 30, 2018, my attorney sent an email to all parties in this matter reminding
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1 them of their obligations pursuant to this Court's Appointment Order to provide all pertinent
2 documents and information related to the Marijuana Operations within 48 hours of the entry of the
3 Appointment Order. My attorney sent a follow-up email demand on September 3, 2018 providing
4 further detail regarding the documents and information necessary for me to provide a comprehensive
5 Report in advance of the September 7, 2018 hearing. True and correct copies of my attorney
6 Richardson Griswold's August 30, 2018 and September 3, 2018 emails are attached hereto as **Exhibit**
7 **H**. As summarized in this Report, I am still attempting to obtain a substantial amount of documents
8 and reports to adequately report on the status (particularly, the financial status) of the Marijuana
9 Operations.

10 **BALBOA RENTALS**

11 19. One of the other properties owned by the San Diego United Holdings Group, LLC is
12 adjacent to, and in the same development as, the Balboa Ave dispensary. The address is 8859 Balboa
13 Avenue, Suites A-E, San Diego, California 92123. It was purchased by San Diego United Holdings
14 Group, LLC and I have been informed it is a potential future cannabis location. The original
15 owner/seller Mr. Peter Michelet remains as a tenant with no rent obligation and Mr. Michelet collects
16 rents from the other three tenants and turns over the income to San Diego United Holdings Group,
17 LLC. Mr. Michelet stated that the rents total \$5,500.00 per month.

18 20. I previously served Mr. Michelet with my initial appointment order in July 2018 and
19 was in the process of coordinating to take control of rent collection. However, I rescinded my request
20 after that initial appointment order was vacated. I recently contacted Mr. Michelet regarding my
21 appointment and discussed the possibility that I would be collecting rent from the tenants. However,
22 I will wait until I receive further information and clarification at the September 7, 2018 hearing.

23 **MIRA ESTE PRODUCTION SITE**

24 21. Defendant Mira Este Properties, LLC is the owner of property located at 9212 Mira
25 Este Court, San Diego, California 92126. The Mira Este property is a cannabis production/extraction
26 site that was not operational at the time I was initially appointed in July 2018. Since then, it has begun
27 operating and is managed by Synergy Management Partners LLC. A true and correct copy of the
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1 management services contract, provided to me by Defendants, is attached hereto as **Exhibit I**. As
2 stated above, I was recently informed that certified public accountant Justus Henkus IV has been
3 retained to provide accounting services for the Mira Este operations as of August 28, 2018. I was not
4 consulted before he was retained.

5 22. Upon initial takeover in July 2018 pursuant to the original appointment order in this
6 matter, I seized only one bank account for this entity. It was a Torrey Pines Bank account with a
7 balance of \$667.14. There has been no activity on this account during my tenure. The bank provided
8 copies of bank statements for this account for the period of November 30, 2017 through June 30,
9 2018. Attached hereto as **Exhibit J** are true and correct copies of those bank statements.

10 23. As of the date of drafting this Report, I have not been provided with any accounting
11 reports or lists of outstanding invoices for the Mira Este operations. As reported in my Interim
12 Receiver's Report, filed in advance of the August 20, 2018 hearing, I approved and processed
13 payments on certain outstanding invoices submitted by the previous management company SoCal
14 Building Ventures, LLC. I was previously informed by counsel for Chris Hakim that there are two
15 mortgage obligations related to Mira Este property. The mortgage obligations are \$13,250.00 for the
16 first deed of trust and \$10,590.00 for the second deed of trust.

17 24. I have requested financials, budgets and bank statements from Mr. Henkus related to
18 the Mira Este operations. As of drafting this Report, I have not received any responsive documents.
19 During a recent telephone call with Mr. Henkus, he indicated that Mira Este Properties, LLC had
20 "leased" space to another 3rd party cannabis producer, Edipure, at the Mira Este property. Apparently,
21 Edipure paid \$30,000.00 in pre-paid rent in cash. As of the date of drafting this Report, I do not have
22 any documentation related to the payment and/or receipt of the lease funds, nor do I have any
23 documentation regarding the apparent lease arrangement between Mira Este Properties, LLC and
24 Edipure.

25 25. I have not received a summary of the insurance coverage in place at the Mira Este
26 property. I have received insurance documentation from SoCal Building Ventures, LLC as it relates
27 to the Mira Este property. True and correct copies of the insurance documentation are attached hereto
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1 as **Exhibit K**.

2 26. After my initial appointment, and again after my recent August 20, 2018 appointment,
3 I have contacted the appropriate State of California authority with notice of my appointment and a
4 copy of this Court's Appointment Order. A true and correct copy of the most recent notice, dated
5 August 29, 2018, is attached hereto as **Exhibit L**.

6 **GENERAL RECEIVERSHIP ACCOUNTING SUMMARY**

7 27. Attached hereto as **Exhibit M** is a true and correct copy of an updated Cash Ledger
8 reflecting activity and the balance of \$25,597.23 in my Wells Fargo receivership account. Also
9 included within Exhibit M are true and correct copies of the latest Receiver billings and billings from
10 my counsel, Richardson Griswold.

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12 Dated: September 5, 2018

Respectfully Submitted,


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15 Michael Essary
16 Court Appointed Receiver
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EXHIBIT A

MANAGEMENT SERVICES AGREEMENT

THIS MANAGEMENT SERVICES AGREEMENT (the "Agreement") is entered into as of July 10, 2018 (the "Effective Date") in San Diego, California by and between Balboa Ave. Cooperative, a California nonprofit consumer cooperative (herein the "Cooperative") on the one hand and Far West Management, LLC, a California limited liability company (herein "Manager") on the other hand. Each may be referred to herein individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, the Cooperative has been issued a conditional use permit ("CUP") by the city of San Diego to operate a retail cannabis dispensary (the "Dispensary") at 8861 Balboa Ave., Suite B and 8863 Balboa Ave., Suite E, San Diego (the "Location") and a license from the state of California ("State") to sell medical and adult use cannabis products at the Location ("State License");

WHEREAS, Manager has expertise managing and operating retail cannabis dispensaries; and

WHEREAS, the Cooperative desires to engage Manager to provide the Services as more fully defined herein, and Manager desires to provide such Services to the Cooperative based upon the terms as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and conditions set forth below, the Parties hereto enter this Agreement as follows:

ARTICLE 1.

DUTIES AND RESPONSIBILITIES

Section 1.1: Services. The Cooperative hereby engages Manager to provide the following services (collectively, the "Services"), and Manager hereby accepts such appointment:

- a. Manage the day-to-day operations of the Dispensary.
- b. Provide all staff necessary to operate the Dispensary.
- c. Maintain all accounts and ledgers of the Dispensary, including accounts payable and receivable.



- d. Keep all records required by and in accordance with applicable law.
- e. Generate customary reports for the Cooperative, including sales reports, inventory lists, profits and loss statements, which will be provided no less frequently than each month.
- f. Procure all inventory needed for the Dispensary.
- g. Collect, report and remit all taxes required on behalf of the Dispensary.
- h. Pay all expenses of the Dispensary on the Cooperative's behalf.
- i. Maintain proper insurance for the Dispensary on the Cooperative's behalf.
- j. Ensure compliance with all conditions and requirements for the CUP and State License.
- k. Establish and operate a delivery system and division for the Dispensary.
- l. Create an operational budget for the Dispensary.
- m. Assist design and maintain a website for the Dispensary.
- n. Provide such additional Services as reasonably requested by the Cooperative.

Section 1.2: Inherent Services. The Parties acknowledge and agree that there are functions, responsibilities, activities and tasks not specifically described in this Agreement which are required for the proper performance and provision of the Services and are a necessary, customary or inherent part of, or a necessary sub-part included within, the Services. Manager is empowered to perform such inherent functions, responsibilities, activities and tasks to the same extent and in the same manner as if specifically described in this Agreement.

Section 1.3: Scope of Services. Manager will provide the Services in substantially the same manner it provides services to its other dispensary clients and in accordance with Industry standards. Manager will not be required to devote full time to the Services; however, it shall devote such time to the Services as is necessary to faithfully perform the Services in accordance with this Agreement. The Parties recognize that Manager may now or later render services to, with and on behalf of third parties.

Section 1.4: Compliance with Laws. Manager shall, in performing the Services, faithfully observe and comply with all State, and local laws, ordinances and regulations, applicable to the Services to be rendered under this Agreement and shall obtain any permits or licenses required. . The Cooperative agrees to faithfully observe and comply with all federal State, and local laws, ordinances and regulations, applicable to its operation of the Dispensary and business and shall obtain any permits or licenses required.

N/M.

[Handwritten signature]

The Parties shall comply with all federal laws applicable to them as a result of this Agreement or operation of the Dispensary; provided, the Parties expressly acknowledge and agree that (i) the use, possession, cultivation, manufacture, transportation, purchase and sale of cannabis is federally illegal, (ii) the federal laws and certain states' laws regarding the use, possession, cultivation, transportation, manufacture and furnishing of cannabis (the "Industry") are in conflict; (iii) engaging in the lawful conduct of business operations in the Industry under state law may risk criminal or civil forfeiture, violation of federal law, and heightened risk of criminal or civil prosecution, crime and violence; and (iv) such inherent risks are assumed by each Party, and each Party has elected to execute and fulfill this Agreement despite such risks and waives any defense to enforcement of this Agreement based on cannabis being federally illegal. In the event either Party receives a cease and desist letter from the U.S. Government concerning the operation of cannabis businesses at the Licensed Facility or otherwise, it shall inform the other party and either party may terminate this Agreement by written notice to the other Party. The Cooperative agrees to faithfully observe and comply with all federal State, and local laws, ordinances and regulations, applicable to the Services to be rendered under this Agreement and shall obtain any permits or licenses required.

Section 1.5: Exclusive Provider of Services. The Cooperative shall exclusively utilize Manager for performance and delivery of its Services during the Term of this Agreement.

Section 1.6: Employee Leasing. Manager will be responsible for providing all personnel required to provide the Services. All such personnel shall be leased to the Cooperative by Manager in accordance with the provisions of this Section 1.6 and listed in Exhibit A hereto, which may be amended by the Parties from time to time.

a. Manager will use commercially reasonable efforts to supply to the Cooperative the services of the persons identified on Exhibit A hereto, incorporated herein by reference ("Assigned Personnel"). Manager shall fill out Exhibit A, either in type or print, including the name, address, email, telephone number, workers' compensation classification, job position, and compensation for each Assigned Personnel, which the Cooperative will confirm and approve. Manager shall be fully responsible for notifying all Assigned Personnel of their leased employee status. Each Assigned Personnel shall be identified according to workers' compensation classification by proper code and according to pay status under the Fair Labor Standards Act or any other rule or regulation that may apply. The Cooperative's signature shall be affixed to Exhibit A to indicate proper classification of workers' compensation code and pay status. No other employees shall become leased to the Cooperative unless specifically agreed by Manager and the Cooperative. Manager shall not be considered an employer for any employee who does not complete a Manager employment application and who is not accepted by Manager as a leased employee. Manager agrees to notify the Cooperative immediately upon the release, termination or cessation of employment of any Assigned Personnel. The Cooperative agrees to cooperate with Manager in all employment matters. Manager shall be responsible for tracking the hours of and processing payroll for all Assigned Personnel. Manager shall maintain a personnel file and personnel records for Assigned Personnel. All Assigned Personnel shall be considered employees of Manager. Manager shall assume sole and exclusive responsibility for the payment of wages to Assigned Personnel. Manager shall, with respect to said personnel, be responsible for withholding federal, state and local income taxes, withholding and paying over the employee share, and paying the employer share, of Social Security and Medicare taxes, unemployment insurance

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contributions, and any other payroll-related taxes required by law. Manager shall be responsible for maintaining workers' compensation insurance coverage for Assigned Personnel in an amount and under such terms as required by state law. Manager shall be responsible for ensuring that all applications and insurance enrollment forms are fully completed and returned to Manager by the Assigned Personnel.

b. The Cooperative shall comply with all applicable federal, state and local laws in dealings with Assigned Personnel. Manager shall incur no liability for any violation or alleged violation of law or regulation by the Cooperative.

c. In compliance with state law and federal guidelines, Manager shall, after consultation with the Cooperative:

- i. Have a right to recruit, hire, direct and control Assigned Personnel,
- ii. Have a right to discipline, replace, and terminate the employment of Assigned Personnel and designate the date of separation from employment,
- iii. Have a right to reward, promote, reassign, evaluate and determine the wages, hours, terms and conditions of employment,
- iv. Have the right to resolve and decide employee grievances and disputes, and
- v. Supervise and direct Assigned Personnel in a reasonable manner consistent with the practices of similar businesses and enterprises.

d. The Cooperative may retain such sufficient direction and control over the Assigned Personnel as is necessary to conduct the Cooperative's business and without which the Cooperative would be unable to conduct its business, discharge any fiduciary responsibility that it may have, or comply with any applicable licensure, regulatory, or statutory requirement of the Cooperative.

e. It shall be Manager's responsibility to implement a safety and training program that meets the standards of regulations issued by the state of California.

f. The Parties each agree that they will comply with all health and safety laws, right-to-know laws, regulations, ordinances, directives and rules imposed by controlling federal, state, and local government, and that they will immediately report all accidents and injuries to the other party.

g. Environmental factors, equipment, machinery and all other matters which affect employee health and safety shall be maintained in compliance with OSHA standards, which shall be the responsibility of Manager.

Section 1.7: Long-Term Agreement. The Parties acknowledge and agree that it is the



Parties' intent to, during the Term of this Agreement, negotiate a definitive agreement whereby Manager would continue to operate the Dispensary and acquire an interest therein, if the Parties can come to mutually agreed upon terms. The Parties agree to negotiate such agreement in good faith.

ARTICLE 2.

TERM OF AGREEMENT; TERMINATION

Section 2.1: Term. This Agreement is entered into on the Effective Date hereof, shall take effect immediately, and shall remain in effect for a period of sixty (60) days (the "Term"), unless earlier terminated by the Parties.

Section 2.2: Termination. This Agreement may be terminated by either Party with fifteen (15) days' prior written notice to the other Party or immediately upon the material breach of this Agreement by providing the breaching Party written notice of the termination and reason therefor.

Section 2.3: Effect of Termination. Upon termination of this Agreement, Manager shall promptly return all documents and information of the Cooperative or relating to the Dispensary to the Cooperative. The provisions of this Agreement relating to confidential information and indemnity shall survive termination of this Agreement.

ARTICLE 3.

COMPENSATION AND EXPENSES

Section 3.1: Compensation. The Cooperative shall pay for the Services provided by Manager as follows:

a. After all other costs and expenses of the Dispensary each month have been paid, Manager shall be entitled to receive a flat fee of \$25,000.00 per month ("Base Fee"). If the income of the Dispensary for any given month is insufficient to pay the Base Fee, the unpaid portion of the Base Fee will be deferred until the Dispensary has sufficient income to pay the deferred Base Fee. For the purposes of this Agreement, a month shall be treated as beginning on the 10th day of the applicable month and ending on the 9th day of the following month.

b. Once the Base Fee has been paid to Manager, the Cooperative shall be entitled to retain \$25,000.00 in profits from the Dispensary ("Retention Amount"), with remaining profits of the Dispensary after Retention Amount each month being referred to herein as the "Residual."

c. After payment of the Retention Amount to the Cooperative, all remaining monthly profits from operation of the Dispensary will be split between the Cooperative and Manager as follows: (i) 30% to the Cooperative and 70% to the Manager if the Parties do not reach the long-term agreement contemplated by Section 1.7 of this Agreement, or (ii) 50%/50% if the Parties enter into the long-term agreement contemplated by Section 1.7 of this Agreement.



d. All fees due Manager hereunder will be payable in arrears on the fifteenth (15th) day of the month, beginning the month following the Effective Date.

Section 3.2: Reimbursement. In connection with the Services, the Cooperative shall reimburse Manager for any expenses or costs actually and reasonably incurred and paid by Manager on behalf of the Cooperative.

Section 3.3: Expenses. The Cooperative shall be responsible for all costs and expenses of operating its Dispensary, including but not limited to, payment of taxes, costs associated with the Assigned Personnel, marketing, compliance, insurance, inventory, and rent, whether or not such costs and expenses are to be paid by Manager on the Cooperative's behalf. Otherwise, Manager shall be responsible for its costs associated with provision of its Services. The Parties specifically acknowledge that an entity affiliated with the principal of the Cooperative is entitled to receive \$8,500 per month during the Term of this Agreement, which shall be treated as an expense of the Dispensary prior to payment of any fee to Manager and will not be counted towards the Cooperative's Minimum Payment.

Section 3.4: Dedicated Account. The Cooperative shall establish a dedicated bank account in its name ("Dedicated Account") and each party shall designate one person to act as signatory on such account. All revenues generated from the Dispensary shall be deposited into the Dedicated Account and all expenses relating to the Dispensary shall be paid from the Dedicated Account. The Manager shall not use the Dedicated Account for its own purposes or for any other client of Manager and shall hold and use all funds in the Dedicated Account in trust for the benefit of the Cooperative. The Cooperative shall have the authority to remove the Manager's signatory from the Dedicated Account upon termination of this Agreement.

ARTICLE 4.

INDEPENDENT CONTRACTOR STATUS

Section 4.1: Relationship of Parties. It is understood and agreed that the Manager is an independent contractor in respect to Manager's relationship to Cooperative, and that Manager is not and should not be considered an agent or employee of the Cooperative for any purpose. Manager will have full control and discretion as to the ways and means of performing any and all Services to be provided under this Agreement. It is understood that in the performance of this Agreement, Manager is not in any way acting as an employee of Cooperative, and Manager will be responsible for all taxes, social security payments, and other similar payments or contributions due as a result of any payments made pursuant to the terms of this Agreement. As an independent contractor, Manager agrees that Cooperative has no obligation under the state or federal laws regarding employee liability, and that Cooperative's total commitment and liability under this Agreement is the performance of its obligations and the payment of the fees as herein described.

Section 4.2: Contracts. Manager may not enter into any contract or binding agreement on behalf of the Cooperative, written or oral, in an amount of \$2,500.00 or more or in duration to extend past the Term of this Agreement without the prior written consent of the Cooperative.



ARTICLE 5.

INDEMNIFICATION

Section 5.1: Cooperative Indemnification. The Cooperative agrees to indemnify and hold harmless Manager and its subsidiaries, partners, affiliates, principals, directors or agents ("Manager Indemnified Parties") from and against and in respect of any and all liabilities, obligations, assessments, suits, actions, proceedings, claims, or demands asserted against Cooperative and/or Manager or any Manager Indemnified Party or any judgments, damages, losses, including any loss of business or credit costs, expenses and fees, including reasonable attorneys' fees incurred by the Manager Indemnified Parties as a result of the Cooperative's conduct or Manager's provision of Services in accordance with this Agreement.

Section 5.2: Willful Misconduct. Cooperative will not relieve or indemnify Manager from liability caused by the willful misconduct or negligence of Manager, its offices, agents, or servants.

Section 5.3: Manager Indemnification. The Manager agrees to indemnify and hold harmless the Cooperative and its subsidiaries, partners, affiliates, principals, directors or agents ("Cooperative Indemnified Parties") from and against and in respect of any and all liabilities, obligations, assessments, suits, actions, proceedings, claims, or demands asserted against Cooperative and/or Manager or any Cooperative Indemnified Party or any judgments, damages, losses, including any loss of business or credit costs, expenses and fees, including reasonable attorneys' fees incurred by the Cooperative Indemnified Parties as a result of the Manager's willful misconduct, negligence or material breach of this Agreement.

ARTICLE 6.

GENERAL PROVISIONS

Section 6.1: Mediation. The Parties agree that, prior to litigation, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall first be mediated by the Parties. Mediation shall occur at a mutually agreed upon location in the State of California with a mediator mutually agreed by the Parties. If the Parties cannot agree to a date, location or mediator within ten (10) days from the date any Party gives the other Party written notice of the potential claim or controversy, then the controversy may be submitted directly to a court of appropriate jurisdiction.

Section 6.2: Attorneys' Fees. If any legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled. This provision will be construed as applicable to the entire contract.

Section 6.3: Integration. This instrument contains the entire Agreement of the Parties with respect to the subject matter hereof and there are no other promised representations or warranties affecting it. This Agreement supersedes any and all other agreements, either oral or in writing,

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between Manager and Cooperative with respect to the engagement of Manager by Cooperative and contains all of the covenants and agreements between the Parties with respect to that engagement in any manner whatsoever. Each Party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party that are not embodied in the Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding on either Party.

Section 6.4: Modification. Any modification of this Agreement will be effective only if it is in writing and signed by the Party to be charged.

Section 6.5: Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party will not be deemed a waiver of that term, covenant, or condition, nor will any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Section 6.6: Severability. If any provision in this Agreement is held by a court of competent jurisdiction or arbitrator to be unreasonable, invalid, void, or unenforceable, then this Agreement will be deemed amended to provide for the modification of the unreasonable, invalid, void, or unenforceable provision to the extent that the court or arbitrator finds reasonable, and the remaining provisions of this Agreement will continue in full force without being impaired or invalidated in any way.

Section 6.7: Governing Law/ No Adverse Construction. This Agreement will be governed by and construed in accordance with the laws of the State of California. The Parties agree that this Agreement was prepared by all signatories hereto and their counsel, and in case of ambiguity shall not be construed more strongly against one than against the others.

Section 6.8: Notices. All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing and deemed duly given, made and received when (a) personally delivered or (b) three (3) business days after said notice, request, demand and other communication is deposited in U.S. Mail, certified mail, return receipt requested or by overnight mail addressed as follows or at such other addresses as either Party may advise the other from time to time in writing in compliance with this section of this Agreement:

If to Manager:

If to Cooperative:

Section 6.9: Counterparts. This Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed to be an original, and it shall not be necessary for the same counterpart of this Agreement to be signed by all of the Parties in order for it to be binding upon all of the Parties in accordance with the terms hereof. Electronic or facsimile



delivery of this Agreement will be accepted and enforceable.

Section 6.10: Successors and Assigns. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, and to their shareholders, subsidiaries, related and affiliated entities, representatives, successors, assigns, and every person (whether natural or artificial), firm, or entity now or previously affiliated with any of the Parties hereto, or who may become affiliated with any of the Parties hereto in the future. Notwithstanding, neither Party may assign this Agreement without the written consent of the other Party, and any purported assignment without such written consent shall be null and void.

Section 6.11: Representation of Authority. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Parties and enforceable in accordance with its terms.

Section 6.12: Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

Section 6.13: Confidentiality. The Parties agree that at no time (either during or subsequent to the term of this Agreement) will any Party disclose or use, except as required to fulfil its obligations under this Agreement, any Proprietary and Confidential Information of the other Party, or any subsidiary or affiliate of the other Party, acquired during the term of this Agreement. The term "Proprietary and Confidential Information" shall mean, but is not limited to, all information which is known or intended to be known only to the disclosing Party, its subsidiaries and affiliates, and their employees, including any document, record, financial or other information of the disclosing Party, or others in a confidential relationship with the disclosing Party, and further relates to specific business matters such as the disclosing party's financial information, identity of customers and patients, policies and procedures, fee structures, trade secrets, proprietary know-how, account information, and other information relating to other business of the disclosing Party, its subsidiaries and affiliates, and their employees. Manager agrees not to remove from the Location except with approval of the Cooperative or as necessary to perform services in accordance with the terms of this Agreement, any physical property item, document, record, or other information of the Cooperative or its affiliates.

Each Party agrees to return, immediately upon termination of this agreement hereunder, any and all documentation or physical property and Proprietary and Confidential Information of the other Party that is in the possession of such Party, in whatever format it may be maintained, regardless of who it is, or developed by, and to destroy all said information and documentation if requested by the disclosing Party and provide a certificate of destruction upon request by the disclosing Party.

Notwithstanding the foregoing, the restrictions contained in this section shall not apply to any Proprietary and Confidential Information that is required by law or the order of any court or governmental agency, or in any litigation or similar proceeding to be disclosed; provided that the disclosing party shall, prior to making any such required disclosure, notify the other party with sufficient notice to permit that party to seek an appropriate protective order.

N/M.

Heil

Section 6.14: Acts of God. No Party shall be liable in any respect for failure to comply with the terms of this Agreement due wholly or in part to acts of God, acts of the other party, acts or civil or military authority, fires, floods, epidemics, quarantine restrictions, war, armed hostilities, riots, strikes, lockouts, breakdown, differences with workers, accidents to machinery, delays in transportation, or any other cause beyond the reasonable control of the Party.

Section 6.15: Liability Limitation. IN NO EVENT WILL ANY PARTY BE LIABLE FOR ANY LOSS OR DAMAGE TO REVENUES, PROFITS, OTHER ECONOMIC LOSS OR GOODWILL OR COSTS OF REPLACEMENT GOODS OR SERVICES OR ANY OTHER SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE LICENSED PRODUCTS, HOWEVER CAUSED AND WHETHER BASED IN BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN.

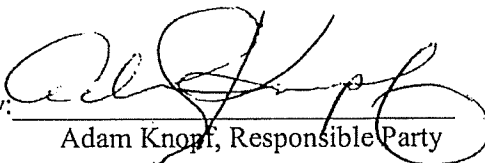
Section 6.16: Non-Circumvention. The Parties hereby acknowledge that the Manager will be introducing the Cooperative to certain Assigned Personnel. In consideration of the foregoing, the Cooperative hereby agrees and warrants that it shall not, directly or indirectly, interfere with, circumvent, attempt to circumvent, or obviate or interfere with the relationship of the Manager and its Assigned Personnel for the purpose of gaining any benefit, whether such benefit is monetary or otherwise.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed by their duly authorized representatives as of the date of this Assignment. The undersigned, by their execution of this Agreement, represent and warrant that they have authority to execute this Agreement on behalf of its respective Party.

MANAGER:

Far West Management, LLC:

Dated: 7/10/18

By: 
Adam Knopf, Responsible Party

COOPERATIVE:

Balboa Ave. Cooperative

Dated: 7/10/18

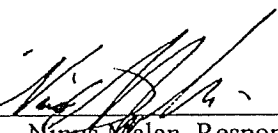
By: 
Nirus Malan, Responsible Party

EXHIBIT A

Assigned Personnel

EXHIBIT B

Subject: **Current Outstanding Debts**
Date: 8/22/2018 11:43:01 AM Pacific Standard Time
From: ninusmalan@yahoo.com
To: calsur@aol.com
Cc: rgriswold@griswoldlawsandiego.com, tamara@austinlegalgroup.com,
gaustin@austinlegalgroup.com, symbolicrealestate@gmail.com, chasgoria@gmail.com,
juddthetaxman@gmail.com, dwatts@galuppolaw.com

Mike,

I hope your doing well. Below is a list of expenses that are outstanding and needing to be paid. There are more remaining and I will send another email with those breakdowns. Please feel free to contact me with any questions or help I may assist you with.

1. Techne for Balboa 5 Units CUP - \$19,493.25
2. San Diego Reader Outstanding Balance \$1,550.00
3. Inzone Insurance for Balboa Ave Cooperative \$679.18
4. Lions and Coventry Insurance for California Cannabis Group \$302.45
5. Liberty Mutual Insurance for San Diego United Holdings Group \$457.80
6. CDTFA Tax \$173,702.86
7. Loan from Ninus Malan Personal for August 2018 Balboa 5 Units Mortgage - \$9,952.36
8. Loan from Ninus Malan Personal for August 2018 Balboa 2 Units Mortgage - \$4,573.70
9. Loan from Ninus Malan Personal for August 2018 Mira Este 1st Mortgage - \$6,625.00
10. Loan from Ninus Malan Personal for August 2018 Roselle Mortgage - \$3,300.00
11. Loan from Ninus Malan Personal for August 2018 Mira Este 2nd Mortgage - \$4,915.75
12. Loan from Chris Hakim Personal for August 2018 Mira Este 1st Mortgage - \$6,625.00
13. Loan from Chris Hakim Personal for August 2018 Mira Este 2nd Mortgage - \$4,915.75
14. Loan from Chris Hakim Personal for August 2018 Roselle St Mortgage - \$3,300.00
15. Epstein, Grinnel and Howell for HOA Settlement Payment - \$6,171.47
16. July 2018 HOA Insurance Payment - \$3,520.65
17. August 2018 HOA Insurance Payment - \$3,520.65
18. Balboa Ave 5 Units HOA monthly standard fee July 2018 - \$900.00
19. Balboa Ave 5 Units HOA monthly standard fee August 2018 - \$900.00
20. Balboa Ave 2 Units HOA monthly standard fee July 2018 - \$360.00
21. Balboa Ave 2 Units HOA monthly standard fee August 2018 - \$360.00
22. Balboa Race Car Advertising Sponsorship - \$2,000.00

Best regards,

Ninus Malan

Subject: Re: Current Outstanding Debts

Date: 8/22/2018 12:57:43 PM Pacific Standard Time

From: ninusmalan@yahoo.com

To: calsur@aol.com

Cc: rgriswold@griswoldlawsandiego.com, tamara@austinlegalgroup.com, gaustin@austinlegalgroup.com, symbolicrealestate@gmail.com, chasgoria@gmail.com, juddthetaxman@gmail.com, dwatts@galuppolaw.com

Mike,

Very good point. SoCal was responsible for paying the day to day bills and the taxes and we still have not seen the accounting from SoCal or John Yaeger from Jan 2018 through current, so I am assuming that they were paying the bills out of the shop's sales. I believe they were also paying the contractual payments under the management agreement from the shop sales, although the management agreement payments were supposed to come from their own funds. This could explain why there is a large Tax Debt of \$173,702.86 outstanding. I started paying Balboa's bills with my personal funds when I felt it was absolutely necessary to avoid injury. For example, I paid the HOA settlement payments, the HOA insurance payments, The HOA Sewer Line Replacement and property taxes.

With respect to Mira Este, we would normally pay the bills from the management fee SoCal was required to pay but since SoCal stopped paying that money sometime ago, we were forced to pay Mira Este's bills with our personal funds. Chris Hakim and I have been personally paying the Mortgages, Property Taxes, Property Insurance and State Licensing fee's all on our own to keep things afloat with no income from SoCal. It made it very hard on Chris and I for SoCal to fall behind on their payments and the fact that so much precious time has gone by with SoCal never starting operations or producing any income from production.

I will work with you diligently to help you account for everything and show how we have managed to keep up on payments to the HOA, Lenders, State Licensing, City Fees, Property Taxes and Property Insurance.

Best regards,

Ninus Malan

From: "calsur@aol.com" <calsur@aol.com>

To: ninusmalan@yahoo.com

Cc: rgriswold@griswoldlawsandiego.com; tamara@austinlegalgroup.com; gaustin@austinlegalgroup.com; symbolicrealestate@gmail.com; chasgoria@gmail.com; juddthetaxman@gmail.com; dwatts@galuppolaw.com

Sent: Wednesday, August 22, 2018 12:14 PM

Subject: Re: Current Outstanding Debts

Thank you for the information Ninus. How would the 2 entities have paid these bills - and are you saying that the entities have no funds? I have about \$49,000 in my account after canceling the state tax check for \$40,000 (based on Sturgeon's initial order to not spend any more money). Also, I will have access to the Flip account with about \$26,000 in it - after I have my order. But I'm confused about where you would normally expect to get funds for obligations of the entities? I assume from the management companies? Hoping to meet with Judd soon to discuss cash flow issues and my questions.

Mike

In a message dated 8/22/2018 11:43:01 AM Pacific Standard Time, ninusmalan@yahoo.com writes:

Mike,

I hope your doing well. Below is a list of expenses that are outstanding and needing to be paid. There are more remaining and I will send another email with those breakdowns. Please feel free to contact me with any questions or

help I may assist you with.

1. Techne for Balboa 5 Units CUP - \$19,493.25
2. San Diego Reader Outstanding Balance \$1,550.00
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20. Balboa Ave 2 Units HOA monthly standard fee July 2018 - \$360.00
21. Balboa Ave 2 Units HOA monthly standard fee August 2018 - \$360.00
22. Balboa Race Car Advertising Sponsorship - \$2,000.00

Best regards,

Ninus Malan

EXHIBIT C

Business Fundamentals Chk - 1268: Account Activity

Balance Summary:\$28,580.00 (available as of today 08/27/2018)

View:today 08/27/2018

*ATM Depository***All Transactions**

Date	Description	Status	Amount	Available Balance
Amount included in Available Balance				
Processing	ACH CREDIT SWITCH COMMERCE FUND ON 08/27	P	1,520.00	28,580.00
Processing	ACH CREDIT SWITCH COMMERCE FUND ON 08/27	P	3,420.00	27,060.00
Processing	ACH CREDIT SWITCH COMMERCE FUND ON 08/27	P	3,560.00	23,640.00
08/24/2018	SWITCH COMMERCE DES:0823 FUND ID:101150 INDN:SAN DIEGO UNITED HOLDI CO...	C	2,340.00	20,080.00
08/23/2018	SWITCH COMMERCE DES:0822 FUND ID:101150 INDN:SAN DIEGO UNITED HOLDI CO...	C	2,720.00	17,740.00
08/22/2018	SWITCH COMMERCE DES:0821 FUND ID:101150 INDN:SAN DIEGO UNITED HOLDI CO...	C	2,380.00	15,020.00
08/21/2018	SWITCH COMMERCE DES:0820 FUND ID:101150 INDN:SAN DIEGO UNITED HOLDI CO...	C	440.00	12,640.00
08/20/2018	SWITCH COMMERCE DES:0817 FUND ID:101150 INDN:SAN DIEGO UNITED HOLDI CO...	C	2,100.00	12,200.00
08/20/2018	SWITCH COMMERCE DES:0819 FUND ID:101150 INDN:SAN DIEGO UNITED HOLDI CO...	C	2,940.00	10,100.00
08/20/2018	SWITCH COMMERCE DES:0818 FUND ID:101150 INDN:SAN DIEGO UNITED HOLDI CO...	C	3,720.00	7,160.00
08/17/2018	SWITCH COMMERCE DES:0816 FUND ID:101150 INDN:SAN DIEGO UNITED HOLDI CO...	C	1,880.00	3,440.00
08/16/2018	SWITCH COMMERCE DES:0815 FUND ID:101150 INDN:SAN DIEGO UNITED HOLDI CO...	C	1,460.00	1,560.00
08/14/2018	Online Banking transfer from CHK 5306 Confirmation# 5524841282	C	100.00	100.00

Statement as of 08/01/2018

07/24/2018	Legal Order, LTS D071918001100	C	-1.01	0.00
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San Diego United Bank Detail

EXHIBIT D

Balboa

May 31, 18

ASSETS

Current Assets

Checking/Savings

Cash - Other 44,148.20

Cash - ATM Machine 4,764.43

Cash - On-Site Safe Deposit 24,023.29

Total Checking/Savings 72,935.92

Total Current Assets 72,935.92

Fixed Assets

Intangible Assets - Licensing 20,000.00

Property Plant and Equipment 208,000.00

Total Fixed Assets 228,000.00

Other Assets

Security Deposits Asset 1,500.00

A/R - SoCal Rents 45,000.00

Total Other Assets 46,500.00

TOTAL ASSETS 347,435.92

LIABILITIES & EQUITY

F19

Liabilities

Current Liabilities

Other Current Liabilities

Due to ABP Consulting 130,000.00

Due from - ABP -20,000.00

Due to Ninus Malan 514,416.00

Due from - Monarch Ma -356,200.00

Due to SoCal Building 635,245.00

Due from - SoCal Buildin -16,318.00

Total Other Current Liabiliti 887,143.00

Total Current Liabilities 887,143.00

Total Liabilities 887,143.00

Equity

Retained Earnings -652,816.46

Net Income 113,109.38

Total Equity -539,707.08

TOTAL LIABILITIES & EQUITY 347,435.92

Balboa

Jan 1 - May 31, 18

Ordinary Income/Expense

Income

Merchandise Sales 1,353,396.92

Total Income 1,353,396.92

Gross Profit 1,353,396.92

Expense

Advertising and Promotion 58,603.33

Bank Service Charges 15.00

Cable & Internet 2,566.50

Cannabis Merchandise G11 675,165.88

Computer and Internet Expense 8,278.60

Franchise Tax 800.00

Insurance Expense 28,529.55

Janitorial Expense 925.00

Local Cannabis Tax 33,455.54

Meals and Entertainment 140.00

Non Cannabis Merchandise 3,156.97

Office Supplies 7,253.58

Packaging Supplies 2,230.21

Payroll Expenses

Payroll Taxes 30,421.66

Salary 73,164.75

Payroll Expenses - Other 11,201.44

Total Payroll Expenses 114,787.85

Professional Fees

Accounting 17,500.00

Legal Fees 18,245.00

Professional Fees - Other 7,500.00

Total Professional Fees 43,245.00

Rent

HOA 6,200.00

Rent - Other 85,020.39

Total Rent 91,220.39

Repairs and Maintenance 1,989.54

Security Expense 63,173.94

Telephone Expense 395.00

Travel Expense

Hotel/Lodging/Accommodati 761.84

Total Travel Expense 761.84

Utilities 3,593.82

Total Expense 1,140,287.54

Net Ordinary Income 213,109.38

Other Income/Expense	
Other Expense	
Ask My Accountant	<u>100,000.00</u>
Total Other Expense	<u>100,000.00</u>
Net Other Income	<u>-100,000.00</u>
Net Income	<u><u>113,109.38</u></u>

Bal bog

EXHIBIT E



CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

450 N STREET SACRAMENTO CA 95814
 PO Box 942879, SACRAMENTO, CA 94279-0001
 1-800-400-7115 • FAX 1-916-928-6241
www.cdtfa.ca.gov

EDMUND G. BROWN JR.
 Governor

MARYBEL BATJER
 Secretary, Government Operations Agency

NICOLAS MADUROS
 Director

NINUS MALAM
 BALBOA AVE COOPERATIVE
 8863 BALBOA AVE STE E
 SAN DIEGO CA 92123-1547

Letter Date: August 22, 2018
 Letter ID: L0001157171

Statement of Account

Why we are contacting you:

The California Department of Tax and Fee Administration (CDTFA) records show that you have an outstanding balance for the account(s) and reporting period(s) shown below.

This is a summary of tax/fee/surcharge/assessment, interest, and penalties. A detailed listing of amounts due is included with this letter. Payment is due immediately for any amount not under appeal or protection of the bankruptcy court. These liabilities may have been previously assessed against you. This statement is not an assessment of tax/fee/surcharge/assessment, penalties, or interest that you can appeal.

PAYMENT OPTIONS

Payments can be made online at www.cdtfa.ca.gov and select *Make a Payment*. If you are paying by check, please write your account number and Letter ID (shown above), on the check and include the attached voucher with your payment. Keep the original notice for your records. Make your check payable to the California Department of Tax and Fee Administration and mail to P.O. Box 942879, Sacramento, CA 94279-3535. If you need additional help, please call the telephone number listed above.

COLLECTION ACTION

Collection action may be taken. To help you understand CDTFA collection procedures, please visit www.cdtfa.ca.gov and download publication 54, *Collection Procedures*.



Please cut along the line and return the bottom portion with your payment.

CDTFA-1210-STA (5-18)
 CDTFA-5000 (8-17)

PAYMENT VOUCHER



Account Type: Sales and Use Tax
 Voucher Number: 297980318

L0001157171

CDTFA USE ONLY

Amount Due
 Upon Receipt: \$173,772.86

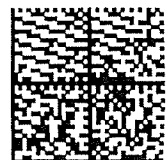
Enter amount paid

\$

Make check payable and send with the voucher to:
 California Department of Tax and Fee Administration
 PO Box 942879
 Sacramento CA 94279-3535
 or visit www.cdtfa.ca.gov to pay right now.

NINUS MALAM
 BALBOA AVE COOPERATIVE
 8863 BALBOA AVE STE E
 SAN DIEGO CA 92123-1547

Please write your Account number and tax period end date on your check.



0001157171 01



CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

450 N STREET SACRAMENTO CA 95814
 PO Box 942879, SACRAMENTO, CA 94279-0001
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 Director

NINUS MALAM
 BALBOA AVE COOPERATIVE
 8863 BALBOA AVE STE E
 SAN DIEGO CA 92123-1547

Letter Date: August 22, 2018
 Letter ID: L0001082827
 Account Type: Sales and Use Tax
 Account Number: 103-009445
 Limited Access Code: t514132m
 Period Begin: July 1, 2017
 Period End: June 30, 2018

DEMAND FOR IMMEDIATE PAYMENT**Why we are contacting you:**

The California Department of Tax and Fee Administration (CDTFA) records show you have an outstanding balance. Additional interest will accrue if the tax is not paid in full. Details of the balance are shown below.

What you must do:

Payment is due in full. To pay online, go to our website at www.cdtfa.ca.gov and select *Make a Payment*.

What will happen if you do not comply:

Failure to pay this demand may result in additional penalties, interest, and/or collection fees. We may make a legal claim on your property, bank account, or income.

Tax	\$157,142.00
Interest	916.66
Penalty	15,714.20
Other	0.00
Payments/Credit	0.00
Total	\$173,772.86

PAYMENT OPTIONS

Payments can be made online at www.cdtfa.ca.gov and select *Make a Payment*. If you are paying by check, please write your account number and Letter ID (shown above), on the check and include the attached Statement of Account payment voucher. Keep the original demand for your records. Make your check payable to the California Department of Tax and Fee Administration and mail to P.O. Box 942879, Sacramento, CA 94279-3535. If you need additional help, please call the telephone number listed above.

COLLECTION FEE

After 90 days from the date of this demand, collection fees will apply to amounts over \$250. For more information, including how to avoid the fee, visit our Collection Cost Recovery Fee page at www.cdtfa.ca.gov.

INTEREST

Interest included in this demand has been computed to the date stated above, after which additional interest will accrue. Additional interest will accrue on the unpaid tax each month at the rate of 7 percent annually. Interest of \$916.66 will accrue if the tax is not paid on or before August 31, 2018.



0001157171 02



CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

450 N STREET SACRAMENTO CA 95814
PO Box 942879, SACRAMENTO, CA 94279-0001
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NICOLAS MADUROS
Director

NINUS MALAM
BALBOA AVE COOPERATIVE
8863 BALBOA AVE STE E
SAN DIEGO CA 92123-1547

Letter Date: July 31, 2018
Letter ID: L0000782439
Case ID: 527059
Account Type: Sales and Use Tax
Account Number: 103-009445
Limited Access Code: t514132m

Dear BALBOA AVE COOPERATIVE:

The California Department of Tax and Fee Administration (CDTFA) received a request from MR. JOHN YAEGER to gain third party online access to the account listed above. Business owner(s) can approve or deny the request by logging on the CDTFA Online Services. Business owner(s) may also provide the security code below to MR. JOHN YAEGER to expedite the approval process.

Instructions to Approve or Deny request

To approve or deny the request for third party access, please follow the instructions below:

1. Log into your Online Services profile by visiting the CDTFA website at <https://onlineservices.cdtfa.ca.gov>.
2. Navigate to BALBOA AVE COOPERATIVE under *Customer Information*.
3. Select *Respond to Third Party Access Request* from the *I Want To* section.
4. You will need the following information to approve or deny the request:
 - Security code: nnsptphq
 - Account number: 103-009445

Instructions on Providing the Security Code

To expedite the approval process, please follow the instructions below:

1. Provide the security code: nnsptphq to MR. JOHN YAEGER.
2. MR. JOHN YAEGER will need to log into their online services profile by visiting the CDTFA website at <https://onlineservices.cdtfa.ca.gov>.
3. MR. JOHN YAEGER will then need to select *Request Access to an Account* to gain access.
4. MR. JOHN YAEGER will need the following information to complete the request:
 - **Security code:** nnsptphq
 - **Account number:** 103-009445

If you have any questions, please contact our Customer Service Center at 1-800-400-7115 (TTY:711). Customer service representatives are available Monday through Friday, 8:00 a.m. to 5:00 p.m., (Pacific time), except state holidays.

California Department of Tax and Fee Administration

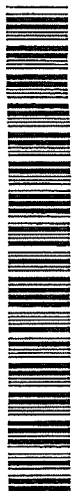


EXHIBIT F

ClassicPlan
PO Box 5146
Chino, CA 91708
909-591-6481

ClassicPlan Premium Financing, Inc.

Loan Number 285180

08/09/2018

(PRODUCER COPY)

-- 26185
INSZONE INSURANCE SERVICES INC
2701 CITRUS RD STE C
RANCHO CORDOVA, CA 95742

BALBOA AVE COOPERATIVE
MALAN, NINUS
5065 LOGAN AVENUE SUITE 10
SAN DIEGO, CA 92113

RETURN CHECK ADVICE

Your Bank has returned your check unpaid. We will notify your insurance company(s) to cancel your financed insurance coverage as of **08-21-2018** unless your payment of the Total Due amount shown below is received BEFORE the above date.

NOTICE OF EXERCISE OF RIGHT TO CANCEL

<u>Insurance Company</u>	<u>Policy Number</u>	<u>Effective Date</u>
IIC OF HANNOVER/CANNGEN INS SVC	TBD	03-APR-18
UNTD SPEC/CANNGEN INS SVC	TBD	03-APR-18

NOTICE	MONTHLY DUE DATE	UNPAID CHECK	LATE CHARGES OWED	RETURN CHECK CHARGE	TOTAL DUE
08/09/201	03-AUG-18	664.18	.00	15.00	679.18

ANY INSURANCE POLICY(S) CANCELLED PRIOR TO THE EFFECTIVE DATE
OF THIS NOTICE IS NOT EXTENDED OR REINSTATED BY THIS NOTICE.

*****TO REPLACE CHECK, WE ONLY ACCEPT MONEY ORDER, CASHIERS CHECK
OR WESTERN UNION QUICK COLLECT. IF THIS IS YOUR SECOND RETURNED ITEM WE
WILL NO LONGER ACCEPT CHECKS FOR YOUR REMAINING MONTHLY PAYMENTS******

DETACH HERE

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

Borrower: BALBOA AVE COOPERATIVE
Loan Number: 285180

ClassicPlan
PO Box 5146
Chino, CA 91708
909-591-6481

Please pay this amount: \$ 679.18

TO AVOID CANCELLATION: PERSONAL CHECK will be returned. Please remit a CASHIER'S CHECK, MONEY ORDER OR WESTERN UNION QUICK COLLECT for the amount shown.

**YOUR POLICY(S) WILL BE CANCELLED EFFECTIVE 12:01 AM ON 08-21-2018
WARNING: PAYMENT MUST BE RECEIVED IN OUR OFFICE BEFORE ABOVE DATE TO
PREVENT CANCELLATION**

Subject: Fw: BALBOA AVE COOPERATIVE IG21X002822-01 – ELMCA000985-01 Notice of Cancellation

Date: 8/22/2018 10:39:14 AM Pacific Standard Time

From: ninusmalan@yahoo.com

To: calsur@aol.com

Cc: gaustin@austinlegalgroup.com, tamara@austinlegalgroup.com

Hi Mike,

Please see below insurance needing to be paid for Balboa.

I can help you with anything you may need.

Best regards,

Ninus Malan

----- Forwarded Message -----

From: Matt Freeman <mfreeman@inszoneins.com>

To: "ninusmalan@yahoo.com" <ninusmalan@yahoo.com>

Sent: Monday, August 20, 2018 10:34 AM

Subject: FW: BALBOA AVE COOPERATIVE IG21X002822-01 – ELMCA000985-01 Notice of Cancellation

RE: General Liability & Product Liability – IG21X002822-01 – ELMCA000985-01 – 04/11/2018 – 04/11/2019

Dear Ninus :

Please note we are in receipt of the attached notice from your finance company advising payment is due on 08/21/2018. There was a returned check, please call to make payment.

Should you have any questions, please contact Classic Plan directly at (909) 591-6481 to make your payment over the phone. If you wish to pay via credit card, you can click on the link below.

https://www.simply-easier-payments.com/PaymentApp/Payment/AnonymousLink.faces?account_id=1436

Give us a call at 1-916-842-3014 if you wish to set up Auto Pay for your loan payments, Classic Plan accepts checking/savings accounts and credit cards.

Thank you for your continued business!

Sincerely,

Matt Freeman

Enclosures: 1 attachment

Thank you,

Policy Processing Department

EXHIBIT G

Michael Essary, Receiver

8304 Clairemont Mesa Blvd. #207, San Diego, CA 92111
(858) 560-1178 / (858) 560-6709 fax
Toll Free (877) 581-1158

August 31, 2018

VIA EMAIL ONLY:

Bureau of Cannabis Control
2920 Kilgore Road
Rancho Cordova, CA 95670
(833) 768-5880
bcc@dca.ca.gov

Re: Notification of Court Appointed Receiver for Balboa Avenue Cooperative (License Number: A10-18-0000113-TEMP)

Dear Sir or Madam:

I am writing to inform you that San Diego Superior Court has re-appointed me to act as a receiver to temporarily oversee and manage Balboa Avenue Cooperative. (*Salam Razuki v. Ninus Malan, et al.*, San Diego Superior Court, Case No. 37-2018-00034229-CU-BC-CTL.) Attached to this email is the court order documenting my appointment to oversee and manage Balboa Avenue Cooperative.

The purpose of this notification is to satisfy Section 5024 of the Readopted Emergency Bureau of Cannabis Control ("BCC") Regulations. As per Section 5024, I am also notifying the BCC that I desire the business to continue operations under Balboa Avenue Cooperative's temporary retail license (License Number: A10-18-0000113-TEMP). I am furnishing the following information per the regulations:

Receiver Name: Michael Essary

Previous Owner: Ninus Malan and all others listed on state applications.

License Number: A10-18-0000113-TEMP

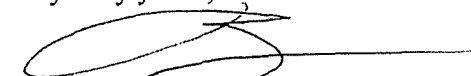
Phone Number of Receiver: (858) 560-1178

Mailing Address of Receiver: 8304 Clairemont Mesa Blvd., Suite #207
San Diego, CA 9211

Email Address of Receiver: calsur@aol.com

Please contact me with any questions or if the BCC would like any additional materials.

Very truly yours,



Michael Essary, Receiver

Subject: Notification of Court Appointed Receiver for Balboa Avenue Cooperative (License Number: A10-18-0000113-TEMP)

Date: 8/31/2018 3:42:26 PM Pacific Standard Time

From: calsur@aol.com

To: bcc@dca.ca.gov

Cc: alachant@mmlg.com, rgriswold@griswoldlawsandiego.com

Dear Sir/Madam:

Please see attached documentation about my re-appointment as receiver for this entity.

Michael Essary
Receiver

EXHIBIT H



Richardson Griswold <rgriswold@griswoldlawsandiego.com>

Razuki/Malan: Order to Produce Documents/Information

Richardson Griswold <rgriswold@griswoldlawsandiego.com>

Thu, Aug 30, 2018 at 3:38

PM

To: Steven Elia <steve@elialaw.com>, Maura Griffin <MG@mauragriffinlaw.com>, "Salvatore J. Zimmitti" <szimmitti@nelsonhardiman.com>, "Leetham, Tamara" <tamara@austinlegalgroup.com>, "Austin, Gina" <gaustin@austinlegalgroup.com>, Charles Goria <chasgoria@gmail.com>, "Daniel T. Watts" <dwatts@galuppolaw.com> <dwatts@galuppolaw.com>

Cc: Mike <Calsur@aol.com>, Jamie Eberhardt <jeberhardt@griswoldlawsandiego.com>

Counsel,

Pursuant to paragraph 17 of the Order Appointing Receiver, signed by the Court on 8/28/18, the parties and all agents acting on their behalf were ordered to provide key information and documents to the Receiver within 48 hours. This information is essential to the Receiver as he compiles his Receiver's Report, which the Court directed the Receiver to file and serve by September 5, 2018. Thanks for your anticipated cooperation. I have cut/paste the language from paragraph 17 below:

"17. Plaintiff, Plaintiff-In-Intervention, Defendants, and members of the Marijuana Operations and their servants, agents, attorneys, accountants, employees, successors-in-interest and assigns, and all other persons acting under and/or in concert with any of them shall provide, turn over and deliver to the Receiver within forty-eight (48) hours of entry of this Order any and all instruments, profit and loss statements, income and expense statements, documents, ledgers, receipts and disbursements journals, books and records of accounts, including canceled checks and bank statements, for all Marijuana Operations and Marijuana Operations Property, including electronic records consisting of hard and floppy disks, checking and savings records, cash register tapes and sales slips and all check book disbursement registers and memoranda and savings passbooks."

Thanks,

Richardson C. Griswold, Esq.
Griswold Law, APC
444 S. Cedros Ave., Suite 250
Solana Beach, CA 92075
Tel: 858.481.1300
Fax: 888.624.9177
rgriswold@griswoldlawsandiego.com
www.griswoldlawsandiego.com

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IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, unless we expressly

state otherwise, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (I) avoiding penalties under the Internal Revenue Code or (II) promoting, marketing or recommending to another party any transaction or matter addressed herein. Griswold Law does not offer tax advice to its clients.



Richardson Griswold <rgriswold@griswoldlawsandiego.com>

Razuki/Malan: Order to Produce Documents/Information

Richardson Griswold <rgriswold@griswoldlawsandiego.com>

Mon, Sep 3, 2018 at 7:21 AM

To: charles goria <chasgoria@gmail.com>

Cc: Steven Elia <steve@elialaw.com>, Maura Griffin <MG@mauragriffinlaw.com>, "Salvatore J. Zimmitti" <szimmitti@nelsonhardiman.com>, "Leetham, Tamara" <tamara@austinlegalgroup.com>, "Austin, Gina" <gaustin@austinlegalgroup.com>, "Daniel T. Watts (dwatts@galuppolaw.com)" <dwatts@galuppolaw.com>, Mike <Calsur@aol.com>, Jamie Eberhardt <jeberhardt@griswoldlawsandiego.com>

Counsel,

I write to follow up on our request for documents/info from your clients per the Order. Below is a list compiled by the receiver of documents/information that is necessary for him to conduct his duties. Please provide promptly.

Mira Este:

1. Copy of agreement/lease with new production tenant Edipure. It appears Epidure paid \$30K in cash as pre-paid rent. Please provide applicable documentation regarding the arrangement and all related payments.
2. Copies of bank statements - particularly, statements from the period when facility was/is in production.
3. Financial statements/reports and a budget for anticipated income/expenses/mortgages.
4. Description of the payment expectations/obligations between Synergy and Mira Este. For instance, how much does Synergy get - from where? How much is Mira Este expecting to get paid? Clause in agreement showing the \$35K payment - was told this is for the mortgage? Where does it actually go and does Synergy pay this?
5. Details on Mira Este mortgage - please provide a mortgage statement and copy of promissory note.
6. Inventory list for Mira Este facility (included FF&E). Also, identification of who owns what inventory within facility.
7. Description/proof of insurance for Mira Este. All we have is the cancellation notice. Also, description/proof of insurance held by Synergy and Edipure.
8. Status update and copies of current notices for the CUP process and licensing.
9. Copy of retainer agreement with accountant Judd. Also, who was performing the accounting services before Judd was recently hired?

Balboa Ave Dispensary:

1. Copies of bank statements going back to when dispensary opened. Bank statements to include all accounts related to Balboa, SD United and Flip.
2. Financial statements/reports and a budget for anticipated income/expenses/mortgages.

3. Inventory list for Balboa (included FF&E). Also, identification of who owns what inventory within facility.
4. Description of the payment expectations/obligations between Far West and Balboa. For instance, how much does FarWest get beyond their \$25K management fee? From where? How much is Balboa expecting to get paid? Clause in agreement showing the \$8.5K payment - was told this is for the mortgage? Where does it actually go and does FarWest pay this?
5. Status update and copies of current notices for the status of licensing.
6. ATM machine: Is there an ATM agreement with an outside vendor? Who owns machines? Is there a commission and/or service fee paid to a third party?
7. Description/proof of insurance for Balboa. Also, description/proof of insurance held by Far West.

Thanks,

Richardson C. Griswold, Esq.
Griswold Law, APC
444 S. Cedros Ave., Suite 250
Solana Beach, CA 92075
Tel: 858.481.1300
Fax: 888.624.9177
rgriswold@griswoldlawsandiego.com
www.griswoldlawsandiego.com

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On Fri, Aug 31, 2018 at 7:27 AM, charles gorla <chasgoria@gmail.com> wrote:

[Quoted text hidden]

EXHIBIT I

MANAGEMENT SERVICES AGREEMENT

THIS MANAGEMENT SERVICES AGREEMENT (the "Agreement") is entered into as of August 3, 2018 (the "Effective Date") in San Diego, California by and between Mira Este Properties, LLC, a California limited liability company (herein the "Company") on the one hand and Synergy Management Partners LLC on (herein "Manager") on the other hand. Each may be referred to herein individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, the Company has been issued licenses from the state of California ("State") to manufacture and distribute cannabis ("State License") at the real property located at 9212 Mira Este Court, San Diego, CA 92126 (the "Facility");

WHEREAS, Manager has expertise managing cannabis manufacturing and distribution operations; and

WHEREAS, the Company desires to engage Manager to provide the Services as more fully defined herein, and Manager desires to provide such Services to the Company based upon the terms as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and conditions set forth below, the Parties hereto enter this Agreement as follows:

ARTICLE 1.

DUTIES AND RESPONSIBILITIES

Section 1.1: Services. The Company hereby engages Manager to provide the following services (collectively, the "Services"), and Manager hereby accepts such appointment Synergy Management Partners LLC will jointly act as Manager with all Manager decisions to be made jointly by them):

- a. Manage the day-to-day operations of the Facility.
- b. Provide all staff necessary to operate the Facility on behalf of the Company pursuant to the terms hereof.
- c. Maintain proper accounts and ledgers of the Facility, including accounts payable and receivable.
- d. Keep all records required by and in accordance with applicable law on the Company's behalf and as the manager of the Facility.
- e. Generate customary reports for the Company, which will be provided no less

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JMS

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[Signature]

- d. Keep all records required by and in accordance with applicable law on the Company's behalf and as the manager of the Facility.
- e. Generate customary reports for the Company, which will be provided no less frequently than weekly.
- f. Procure all inventory and equipment needed for the Facility on the Company's behalf.
- g. Collect, report and remit all taxes required of the Facility on the Company's behalf.
- h. Pay all expenses of the Facility on the Company's behalf, subject to the restrictions contained herein.
- i. Maintain proper insurance for the Facility on the Company's behalf.
- j. Ensure compliance with all conditions and requirements for the State License.
- k. Procure for the Company all vehicles necessary for it to operate its distribution division, whether by lease or purchase arrangement, provided that, the Company agrees in writing to all such arrangements prior to purchase, lease or rental.
- l. Create an operational budget for the Facility.
- m. Assist design and maintain a website for the Facility.
- n. Promote and market the Facility and its services to customers, vendors and other potential sources of revenue.
- o. Solicit licensing partners and customers to use the Facility's services and products.
- p. Assist create and implement standard operating procedures for the Facility on behalf of the Company.
- q. Provide such additional Services as reasonably requested by the Company.

Section 1.2: Inherent Services. The Parties acknowledge and agree that there are functions, responsibilities, activities and tasks not specifically described in this Agreement which are required for the proper performance and provision of the Services and are a necessary, customary or inherent part of, or a necessary sub-part included within, the Services. Manager is empowered to perform such inherent

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functions, responsibilities, activities and tasks to the same extent and in the same manner as if specifically described in this Agreement.

Section 1.3: Scope of Services. Manager will provide the Services in substantially the same manner it provides services to its other clients and in accordance with Industry standards. Manager will not be required to devote full time to the Services; however, it shall devote such time to the Services as is necessary to faithfully perform the Services in accordance with this Agreement. The Parties recognize that Manager may now or later render services to, with and on behalf of third parties.

Section 1.4: Compliance with Laws. Manager shall, in performing the Services, faithfully observe and comply with all State, and local laws, ordinances and regulations, applicable to the Services to be rendered under this Agreement and shall obtain any permits or licenses required. The Company agrees to faithfully observe and comply with all federal, State, and local laws, ordinances and regulations, applicable to its operation of the Facility and business and shall obtain any permits or licenses required. The Company agrees to faithfully observe and comply with all State, and local laws, ordinances and regulations, applicable to the Services to be rendered under this Agreement and shall obtain any permits or licenses required.

The Parties shall comply with all federal laws applicable to them as a result of this Agreement or operation of the Facility; provided, the Parties expressly acknowledge and agree that (i) the use, possession, cultivation, manufacture, transportation, purchase and sale of cannabis is federally illegal, (ii) the federal laws and certain states' laws regarding the use, possession, cultivation, transportation, manufacture and furnishing of cannabis (the "Industry") are in conflict, (iii) engaging in the lawful conduct of business operations in the Industry under state law may risk criminal or civil forfeiture, violation of federal law, and heightened risk of criminal or civil prosecution, crime and violence; and (iv) such inherent risks are assumed by each Party, and each Party has elected to execute and fulfill this Agreement despite such risks and waives any defense to enforcement of this Agreement based on cannabis being federally illegal. In the event either Party receives a cease and desist letter from the U.S. Government concerning the operation of cannabis businesses at the Facility or otherwise, it shall inform the other party and either party may immediately terminate this Agreement by written notice to the other Party.

Section 1.5: Exclusive Provider of Services. The Company shall exclusively utilize Manager for performance and delivery of its Services during the Term of this Agreement.

Section 1.6: Employee Leasing. Manager will be responsible for providing all personnel required to provide the Services. All such personnel may be leased to the Company by Manager in accordance with the provisions of this Section 1.6 or shall be employed directly by the Company, as decided agreed by the Parties. If the Parties cannot agree, all personnel will be engaged directly by the Company or through a third-party staffing company of its choosing.

- a. If the Company elects to lease employees from Manager, Manager will use

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commercially reasonable efforts to supply to the Company the services of the persons identified on Exhibit A hereto, incorporated herein by reference ("Assigned Personnel"), which may be amended from time-to-time by the written agreement of the Manager and the Company. Manager shall fill out Exhibit A, either in type or print, including the name, address, email, telephone number, workers' compensation classification, job position, and compensation for each Assigned Personnel, which the Company will confirm and approve. Manager shall be fully responsible for notifying all Assigned Personnel of their leased employee status. Each Assigned Personnel shall be identified according to workers' compensation classification by proper code and according to pay status under the Fair Labor Standards Act or any other rule or regulation that may apply. The Company's signature shall be affixed to Exhibit A to indicate proper classification of workers' compensation code and pay status. No other employees shall become leased to the Company unless specifically agreed by Manager and the Company. Manager shall not be considered an employer for any employee who does not complete a Manager employment application and who is not accepted by Manager as a leased employee. Manager agrees to notify the Company immediately upon the release, termination or cessation of employment of any Assigned Personnel. The Company agrees to cooperate with Manager in all employment matters. Manager shall be responsible for tracking the hours of and processing payroll for all Assigned Personnel. Manager shall maintain a personnel file and personnel records for Assigned Personnel. All Assigned Personnel shall be considered employees of Manager. Manager shall assume sole and exclusive responsibility for the payment of wages to Assigned Personnel. Manager shall, with respect to said personnel, be responsible for withholding federal, state and local income taxes, withholding and paying over the employee share, and paying the employer share, of Social Security and Medicare taxes, unemployment insurance contributions, and any other payroll-related taxes required by law. Manager shall be responsible for maintaining workers' compensation insurance coverage for Assigned Personnel in an amount and under such terms as required by state law. Manager shall be responsible for ensuring that all applications and insurance enrollment forms are fully completed and returned to Manager by the Assigned Personnel.

b. The Company shall comply with all applicable federal, state and local laws in dealings with Assigned Personnel. Manager shall incur no liability for any violation or alleged violation of law or regulation by the Company.

c. In compliance with state law and federal guidelines, Manager shall, after consultation with the Company:

- i. Have a right to recruit, hire, direct and control Assigned Personnel.
- ii. Have a right to discipline, replace, and terminate the employment of Assigned Personnel and designate the date of separation from employment.
- iii. Have a right to reward, promote, reassign, evaluate and determine the wages, hours, terms and conditions of employment.
- iv. Have the right to resolve and decide employee grievances and disputes, and

CH Wm. R. J. Jm

v. Supervise and direct Assigned Personnel in a reasonable manner consistent with the practices of similar businesses and enterprises.

d. The Company may retain such sufficient direction and control over the Assigned Personnel as is necessary to conduct the Company's business and without which the Company would be unable to conduct its business, discharge any fiduciary responsibility that it may have, or comply with any applicable licensure, regulatory, or statutory requirement of the Company.

e. It shall be Manager's responsibility to implement a safety and training program that meets the standards of regulations issued by the state of California.

f. The Parties each agree that they will comply with all health and safety laws, right-to-know laws, regulations, ordinances, directives and rules imposed by controlling federal, state, and local government, and that they will immediately report all accidents and injuries to the other party.

g. Environmental factors, equipment, machinery and all other matters which affect employee health and safety shall be maintained in compliance with OSHA standards, which shall be the responsibility of Manager.

h. Roberto Sanz and Jerry Baca shall not be entitled to compensation as Assigned Personnel but rather will be compensated by Manager through its compensation due hereunder.

Section 1.7: Long-Term Agreement. The Parties acknowledge and agree that it is the Parties' intent to, during the Term of this Agreement, negotiate a definitive agreement whereby Manager would continue to operate the Facility, if the Parties can come to mutually agreed upon terms. The Parties agree to negotiate such agreement in good faith during the Term of this Agreement. The Parties acknowledge that a long-term agreement would be conditioned upon the results of the Litigation.

Section 1.8: Prior Agreements. The Parties acknowledge that the Company has recently terminated the services of SoCal Building Ventures, LLC as manager of the Facility pursuant to a management services and option to purchase agreement ("SoCal Agreement"), and that such termination has led to litigation regarding the management and ownership rights in the Facility, Case No. 37-2018-00034229-CU-bc-CTL in the Superior Court of San Diego, Central Division (the "Litigation"). Manager acknowledges and understands that the Litigation could affect Manager's ability to perform under this Agreement or ability to receive timely payment for services, should the court or other parties to the Litigation take certain actions. Excepting the right to indemnification as herein detailed, Manager hereby agrees to waive any breach of this Agreement resulting from the Litigation.

Section 1.9: Manager Brands. The Parties acknowledge and agree that the Manager has certain Industry contacts and intends to introduce certain of those contacts to the Company as licensing partners for the Facility to manufacture the contacts' branded cannabis products (the "Manager Brands").

CH Wm. B. G. J2

ARTICLE 2.

TERM OF AGREEMENT; TERMINATION

Section 2.1: Term. This Agreement is entered into on the Effective Date hereof, shall take effect immediately, and shall remain in effect for a period of Ninety (90) days (the "Term"), unless earlier terminated by the Parties.

Section 2.2: Termination. This Agreement may be terminated by either Party with fifteen (15) days' prior written notice to the other Party or immediately upon the material breach of this Agreement by providing the breaching Party written notice of the termination and reason therefor.

Section 2.3: Effect of Termination. Upon termination of this Agreement, Manager shall promptly return all documents and information of the Company or relating to the Facility to the Company. The provisions of this Agreement relating to confidential information and indemnity shall survive termination of this Agreement. In addition, following termination of this Agreement, Manager shall be entitled to continue to receive compensation as detailed in Article 3 of this Agreement.

ARTICLE 3.

COMPENSATION AND EXPENSES

Section 3.1: Compensation. The Company shall pay for the Services provided by Manager as follows:

a. During the term of this Agreement, as compensation for its Services, Manager shall be entitled to receive thirty three percent (33%) of the net profits of the Facility each month ("Management Fee"). For purposes of this Agreement, "net profits" means all revenues generated by the Facility less all costs and expenses of the Facility each month.

b. Following termination of this Agreement, Manager will be entitled to receive two and a half percent (5%) of the net profits of the Facility generated by the Manager Contacts each month.

c. All fees due Manager hereunder will be payable in arrears on the fifth (5th) day of the month, beginning the month following the Effective Date.

Section 3.2: Advances; Reimbursement. Manager agrees to advance all funds, up to

CH *nm* *ll* *gm*

\$30,000.00, required by the Facility until the Facility has sufficient revenues to cover its ongoing expenses, which advances will be reimbursed by the Company. In connection with the Services, the Company shall reimburse Manager for any expenses or costs actually and reasonably incurred and paid by Manager on behalf of the Company. Notwithstanding anything to the contrary contained herein, all advances from the Manager for expenses prior to there being sufficient revenues of the Facility shall be reimbursed only sixty seven percent (67%), leaving thirty three percent (33%) of such expenses to be borne directly by the Manager, but only to the extent such reimbursed expenses have not been calculated within the net profits due Manager.

Section 3.3: Expenses. The Company shall be responsible for all costs and expenses of operating its Facility and providing products and services to customers, including but not limited to, payment of taxes, the Manager's direct costs associated with the Assigned Personnel, marketing, compliance, insurance, inventory, and rent, whether or not such costs and expenses are to be paid by directly by the Company or by the Manager on the Company's behalf. Otherwise, Manager shall be responsible for its costs associated with provision of its Services. The Parties specifically acknowledge that an entity affiliated with the principal of the Company is entitled to receive \$8,500 per month during the Term of this Agreement for rent, which shall be treated as an expense of the Facility prior to payment of any fee to Manager. (CH)
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Section 3.4: Dedicated Account. The Company shall establish a dedicated bank account in its name ("Dedicated Account") and each party shall designate one person to act as signatory on such account. All revenues generated from the Facility shall be deposited into the Dedicated Account and all expenses relating to the Facility shall be paid from the Dedicated Account. Manager shall not be permitted to remove or permit an expense from the Dedicated Account in an amount in excess of \$5,000 without the Company's prior written consent. The Manager shall not use the Dedicated Account for its own purposes or for any other client of Manager and shall hold and use all funds in the Dedicated Account in trust for the benefit of the Company. The Company shall have the authority to remove the Manager's signatory from the Dedicated Account upon termination of this Agreement. The Company may not remove the Management Fee from the account without Manager's prior written permission. The Parties may agree to open more than one Dedicated Account; provided, all such accounts are subject to the provisions of this Section.

ARTICLE 4.

INDEPENDENT CONTRACTOR STATUS

Section 4.1: Relationship of Parties. It is understood and agreed that the Manager is an independent contractor in respect to Manager's relationship to Company, and that Manager is not and should not be considered an agent or employee of the Company for any purpose. Manager will have full control and discretion as to the ways and means of performing any and all Services to be provided under this Agreement. It is understood that in the performance of this Agreement, Manager is not in any way

CH NM JG

acting as an employee of Company, and Manager will be responsible for all taxes, social security payments, and other similar payments or contributions due as a result of any payments made pursuant to the terms of this Agreement. As an independent contractor, Manager agrees that Company has no obligation under the state or federal laws regarding employee liability, and that Company's total commitment and liability under this Agreement is the performance of its obligations and the payment of the fees as herein described.

Section 4.2: Contracts. Manager may not enter into any contract or binding agreement on behalf of the Company, written or oral, in an amount of \$2,500.00 or more or in duration to extend past the Term of this Agreement, without the prior written consent of the Company. The Company may enter into contracts without Manager's prior consent; however, the Company will consult with Manager prior to entering into any agreement that could materially impact the Facility or Manager's Services. The Parties agree that they will agree on the form manufacturing and distribution agreements to be used by the Facility and Manager will not enter into any manufacturing or distribution agreement substantially different from the forms agreed to by the Parties.

ARTICLE 5.

INDEMNIFICATION

Section 5.1: Company Indemnification. The Company agrees to indemnify and hold harmless Manager and its subsidiaries, partners, affiliates, principals, directors or agents ("Manager Indemnified Parties") from and against and in respect of any and all liabilities, obligations, assessments, suits, actions, proceedings, claims, or demands asserted against Company and/or Manager or any Manager Indemnified Party or any judgments, damages, losses, including any loss of business or credit costs, expenses and fees, including reasonable attorneys' fees incurred by the Manager Indemnified Parties as a result of the Company's conduct, Litigation or Manager's provision of Services in accordance with this Agreement.

Section 5.2: Willful Misconduct. Company will not relieve or indemnify the Manager Indemnified Parties from liability caused by the willful misconduct, material breach of this Agreement, or negligence of Manager Indemnified Parties, their officers, agents, or servants.

Section 5.3: Manager Indemnification. The Manager agrees to indemnify and hold harmless the Company and its subsidiaries, partners, affiliates, principals, directors or agents ("Company Indemnified Parties") from and against and in respect of any and all liabilities, obligations, assessments, suits, actions, proceedings, claims, or demands asserted against Company and/or Manager or any Company Indemnified Party or any judgments, damages, losses, including any loss of business or credit costs, expenses and fees, including reasonable attorneys' fees incurred by the Company Indemnified Parties as a result of the Manager's willful misconduct, negligence or material breach of this Agreement.

ARTICLE 6.

CH W.M. 12/4 JSM

GENERAL PROVISIONS

Section 6.1: Mediation. The Parties agree that, prior to litigation, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall first be mediated by the Parties. Mediation shall occur at a mutually agreed upon location in the State of California with a mediator mutually agreed by the Parties. If the Parties cannot agree to a date, location or mediator within ten (10) days from the date any Party gives the other Party written notice of the potential claim or controversy, then the controversy may be submitted directly to a court of appropriate jurisdiction.

Section 6.2: Attorneys' Fees. If any legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled. This provision will be construed as applicable to the entire contract.

Section 6.3: Integration. This instrument contains the entire Agreement of the Parties with respect to the subject matter hereof and there are no other promised representations or warranties affecting it. This Agreement supersedes any and all other agreements, either oral or in writing, between Manager and Company with respect to the engagement of Manager by Company and contains all of the covenants and agreements between the Parties with respect to that engagement in any manner whatsoever. Each Party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party that are not embodied in the Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding on either Party.

Section 6.4: Modification. Any modification of this Agreement will be effective only if it is in writing and signed by the Party to be charged.

Section 6.5: Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party will not be deemed a waiver of that term, covenant, or condition, nor will any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Section 6.6: Severability. If any provision in this Agreement is held by a court of competent jurisdiction or arbitrator to be unreasonable, invalid, void, or unenforceable, then this Agreement will be deemed amended to provide for the modification of the unreasonable, invalid, void, or unenforceable provision to the extent that the court or arbitrator finds reasonable, and the remaining provisions of this Agreement will continue in full force without being impaired or invalidated in any way.

Section 6.7: Governing Law/No Adverse Construction. This Agreement will be governed by and construed in accordance with the laws of the State of California. The Parties agree that this Agreement was prepared by all signatories hereto and their counsel, and in case of ambiguity shall not be

CH - NM - R/S [Signature]

construed more strongly against one than against the others.

Section 6.8: Notices. All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing and deemed duly given, made and received when (a) personally delivered or (b) three (3) business days after said notice, request, demand and other communication is deposited in U.S. Mail, certified mail, return receipt requested or by overnight mail addressed as follows or at such other addresses as either Party may advise the other from time to time in writing in compliance with this section of this Agreement:

Section 6.9: Counterparts. This Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed to be an original, and it shall not be necessary for the same counterpart of this Agreement to be signed by all of the Parties in order for it to be binding upon all of the Parties in accordance with the terms hereof. Electronic or facsimile delivery of this Agreement will be accepted and enforceable.

Section 6.10: Successors and Assigns. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, and to their shareholders, subsidiaries, related and affiliated entities, representatives, successors, assigns, and every person (whether natural or artificial), firm, or entity now or previously affiliated with any of the Parties hereto, or who may become affiliated with any of the Parties hereto in the future. Notwithstanding, neither Party may assign this Agreement without the written consent of the other Party, and any purported assignment without such written consent shall be null and void.

Section 6.11: Representation of Authority. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Parties and enforceable in accordance with its terms.

Section 6.12: Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

Section 6.13: Confidentiality. The Parties agree that at no time (either during or subsequent to the term of this Agreement) will any Party disclose or use, except as required to fulfill its obligations under this Agreement, any Proprietary and Confidential Information of the other Party, or any subsidiary or affiliate of the other Party, acquired during the term of this Agreement. The term "Proprietary and Confidential Information" shall mean, but is not limited to, all information which is known or intended to be known only to the disclosing Party, its subsidiaries and affiliates, and their employees, including any document, record, financial or other information of the disclosing Party, or others in a confidential relationship with the disclosing Party, and further relates to specific business matters such as the

CH *Wm. H. G. Gray*

disclosing party's financial information, identity of customers and patients, policies and procedures, fee structures, trade secrets, proprietary know-how, account information, and other information relating to other business of the disclosing Party, its subsidiaries and affiliates, and their employees. Manager agrees not to remove from the Location except with approval of the Company or as necessary to perform services in accordance with the terms of this Agreement, any physical property item, document, record, or other information of the Company or its affiliates.

Each Party agrees to return, immediately upon termination of this agreement hereunder, any and all documentation or physical property and Proprietary and Confidential Information of the other Party that is in the possession of such Party, in whatever format it may be maintained, regardless of who it is, or developed by, and to destroy all said information and documentation if requested by the disclosing Party and provide a certificate of destruction upon request by the disclosing Party.

Notwithstanding the foregoing, the restrictions contained in this section shall not apply to any Proprietary and Confidential Information that is required by law or the order of any court or governmental agency, or in any litigation or similar proceeding to be disclosed; provided that the disclosing party shall, prior to making any such required disclosure, notify the other party with sufficient notice to permit that party to seek an appropriate protective order.

Section 6.14: Acts of God. No Party shall be liable in any respect for failure to comply with the terms of this Agreement due wholly or in part to acts of God, acts of the other party, acts or civil or military authority, fires, floods, epidemics, quarantine restrictions, war, armed hostilities, riots, strikes, lockouts, breakdown, differences with workers, accidents to machinery, delays in transportation, or any other cause beyond the reasonable control of the Party.

Section 6.15: Representation. The Parties acknowledge and agree that they have jointly drafted this Agreement through joint representation by Austin Legal Group, APC and that, if desired, each Party has had the opportunity to seek, and has sought, its own independent counsel to advise it as to the effects and consequences of entering into this Agreement.

Section 6.16: Non-Circumvention. The Parties hereby acknowledge that the Manager will be introducing the Company to certain Assigned Personnel. In consideration of the foregoing, the Company hereby agrees and warrants that it shall not, directly or indirectly, interfere with, circumvent, attempt to circumvent, or obviate or interfere with the relationship of the Manager and its Assigned Personnel for the purpose of gaining any benefit, whether such benefit is monetary or otherwise.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed by their duly authorized representatives as of the date of this Assignment. The undersigned, by their execution of this Agreement, represent and warrant that they have authority to execute this Agreement on behalf of its respective Party.

[Signature Page Follows]

CH [Signature] [Signature]

MANAGER:
Synergy Management Partners LLC

Dated: 8-3-18

By: [Signature]
Jerry R. Baca, Responsible Party

COMPANY:
Mira Este Properties, LLC

Dated: 8/3/18

By: [Signature]
Christopher Hakim, Responsible Party
Chris (CH)

Dated: 8/3/18

By: [Signature]
Ninus Malin, Responsible Party

CH JB Na. NG

EXHIBIT J



TORREY PINES BANK

Torrey Pines Bank, a division of Western Alliance Bank. Member FDIC.

PO Box 26237 • Las Vegas, NV 89126-0237

Return Service Requested

MIRA ESTE PROPERTIES LLC
8865 BALBOA AVE SUITE A
SAN DIEGO CA 92123-1528

Last statement: May 31, 2018
This statement: June 30, 2018
Total days in statement period: 30

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(4)

Direct inquiries to:
877-476-2265

Torrey Pines Bank
4530 Executive Drive Suite 130
San Diego CA 92121

THANK YOU FOR BANKING WITH US!

Business Checking

Account number	XXXXXX2264	Beginning balance	\$26,416.23
Enclosures	4	Total additions	60,225.00
Low balance	\$148.29	Total subtractions	86,508.94
Average balance	\$5,273.58	Ending balance	\$132.29
Avg collected balance	\$5,273		

CHECKS

Number	Date	Amount	Number	Date	Amount
1276	06-04	500.00	1278	06-27	6,385.00
1277	06-13	4,816.50			

DEBITS

Date	Description	Subtractions
06-04	' Direct S/C	14.00
	DOM WIRE IN FEE	
06-04	' Transfer Debit	25,000.00
	TRANSFER TO DEPOSIT ACCOUNT XXXXXX0415	
06-04	' Transfer Debit	25,000.00
	TRANSFER TO DEPOSIT ACCOUNT XXXXXX6270	
06-05	' ACH Debit	9,831.50
	THE LOAN COMPANY collection 180605	
06-05	' ACH Debit	13,250.00
	THE LOAN COMPANY collection 180605	
06-07	' ACH Debit	12.70
	SD GAS ELEC PAID SDGE 180607	

MIRA ESTE PROPERTIES LLC
June 30, 2018

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Date	Description	Subtractions
06-07	' ACH Debit SD GAS ELEC PAID SDGE 180607	37.14
06-07	' ACH Debit SD GAS ELEC PAID SDGE 180607	48.90
06-07	' ACH Debit SD GAS ELEC PAID SDGE 180607	70.98
06-07	' ACH Debit SD GAS ELEC PAID SDGE 180607	104.48
06-07	' ACH Debit SD GAS ELEC PAID SDGE 180607	159.74
06-18	' ACH Debit LIONS AND COVENT ACH 180618	1,262.00
06-30	' Service Charge MAINTENANCE FEE	16.00

CREDITS

Date	Description	Additions
06-04	' Wire Cr-Usd INCOMING WIRE ORG SAN DIEGO BUILDING VENTURES LLC; REF 778;WIRE/IN - 20181550277600	50,125.00
06-12	Deposit	5,000.00
06-27	' Online Transfer Cr REF 1780854L FUNDS TRANSFER FRMDEP XXXXXX4812 FROM CUP TRH	5,100.00

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
05-31	26,416.23	06-07	2,511.79	06-18	1,433.29
06-04	26,027.23	06-12	7,511.79	06-27	148.29
06-05	2,945.73	06-13	2,695.29	06-30	132.29

OVERDRAFT/RETURN ITEM FEES

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$70.00
Total Returned Item Fees	\$0.00	\$0.00

Thank you for banking with Torrey Pines Bank

1276

MIRA ESTE PROPERTIES LLC
1545 NORTH CIRCLE SOUTH, STE 113
SAN DIEGO, CA 92108-3115

DATE 6/11/18

PAY TO THE ORDER OF J+M Partners \$ 500.00

Five Hundred & 00/100 DOLLARS & 00/100

FOR Maya N. Nunez

THURSDAY PINTA BANK
1001276 11222436351 8011802264

06/04/2018 1276 \$500.00

1277

MIRA ESTE PROPERTIES LLC
1545 NORTH CIRCLE SOUTH, STE 113
SAN DIEGO, CA 92108-3115

DATE 6/12/18

PAY TO THE ORDER OF RECON \$ 4,816.50

Four Thousand Eight Hundred Sixteen & 50/100 DOLLARS & 50/100

FOR J+M #57639

THURSDAY PINTA BANK
1001277 11222436351 8011802264

06/13/2018 1277 \$4,816.50

1278

MIRA ESTE PROPERTIES LLC
1545 NORTH CIRCLE SOUTH, STE 113
SAN DIEGO, CA 92108-3115

DATE 6/26/18

PAY TO THE ORDER OF JRH \$ 6,385.00

Six Thousand Three Hundred Eighty Five & 00/100 DOLLARS & 00/100

FOR LUP J+M #236-1212

THURSDAY PINTA BANK
1001278 11222436351 8011802264

06/27/2018 1278 \$6,385.00



TORREY PINES BANK

Torrey Pines Bank, a division of Western Alliance Bank. Member FDIC.

PO Box 26237 • Las Vegas, NV 89126-0237

Return Service Requested

MIRA ESTE PROPERTIES LLC
8865 BALBOA AVE SUITE A
SAN DIEGO CA 92123-1528

Last statement: April 30, 2018
This statement: May 31, 2018
Total days in statement period: 31

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Direct inquiries to:
877-476-2265

Torrey Pines Bank
4530 Executive Drive Suite 130
San Diego CA 92121

THANK YOU FOR BANKING WITH US!

Business Checking

Account number	XXXXXX2264	Beginning balance	\$22,109.17
Enclosures	8	Total additions	198,630.00
Low balance	\$1,114.23	Total subtractions	194,322.94
Average balance	\$15,351.13	Ending balance	\$26,416.23
Avg collected balance	\$11,856		

CHECKS

Number	Date	Amount	Number	Date	Amount
1162	05-10	10,000.00	1274	05-02	500.00
1163	05-11	5,400.00	1275	05-15	11,837.50
1273 *	05-08	5,000.00	* Skip in check sequence		

DEBITS

Date	Description	Subtractions
05-02	Online Transfer Dr REF 1220901L FUNDS TRANSFER TO DEP XXXXXX2137 FROM PURCHASE BALBOA UNITS DEPOSIT	15,000.00
05-02	ACH Debit SD GAS ELEC PAID SDGE 180502	20.89
05-02	ACH Debit SD GAS ELEC PAID SDGE 180502	27.36
05-02	ACH Debit SD GAS ELEC PAID SDGE 180502	37.57
05-02	ACH Debit SD GAS ELEC PAID SDGE 180502	114.88

MIRA ESTE PROPERTIES LLC
May 31, 2018

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Date	Description	Subtractions
05-02	' ACH Debit SD GAS ELEC PAID SDGE 180502	115.62
05-02	' ACH Debit SD GAS ELEC PAID SDGE 180502	145.62
05-07	' ACH Debit THE LOAN COMPANY COLLECTION 180507	9,831.50
05-07	' ACH Debit THE LOAN COMPANY COLLECTION 180507	13,250.00
05-11	' Online Transfer Dr REF 1311909L FUNDS TRANSFER TO DEP XXXXXX0415 FROM	5,000.00
05-14	' Direct S/C DOM WIRE IN FEE	14.00
05-14	' Transfer Debit TRANSFER TO DEPOSIT ACCOUNT XXXXXX0415	30,000.00
05-14	' Transfer Debit TRANSFER TO DEPOSIT ACCOUNT XXXXXX6270	30,000.00
05-24	' Transfer Debit TRANSFER TO DEPOSIT ACCOUNT XXXXXX2137	8,000.00
05-25	' Return Deposit Item	50,000.00
05-25	' Direct S/C CHARGE BACK FEE	12.00
05-31	' Service Charge MAINTENANCE FEE	16.00

CREDITS

Date	Description	Additions
05-07	Deposit	25,000.00
05-10	Deposit	25,000.00
05-14	' Transfer Credit TRANSFER FROM DEPOSIT ACCOUNT XXXXXX0415	5,000.00
05-14	' Wire Cr-Usd INCOMING WIRE ORG SAN DIEGO BUILDING VENTURES LLC; REF 753;WIRE/IN - 20181340391400	60,300.00
05-23	Deposit	83,330.00

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
04-30	22,109.17	05-10	18,065.73	05-23	84,444.23
05-02	6,147.23	05-11	7,665.73	05-24	76,444.23
05-07	8,065.73	05-14	12,951.73	05-25	26,432.23
05-08	3,065.73	05-15	1,114.23	05-31	26,416.23

MIRA ESTE PROPERTIES LLC
May 31, 2018

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OVERDRAFT/RETURN ITEM FEES

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$70.00
Total Returned Item Fees	\$0.00	\$0.00

Thank you for banking with Torrey Pines Bank

MIRA ESTE PROPERTIES LLC
1545 HOTEL CIRCLE SOUTH STE 113
SAN DIEGO, CA 92108-3415

DATE 5/9/18

PAY TO THE ORDER OF Austin / Leah / Grand

10,000.00

Ten Thousand Dollars & 00/100

TORREY PINER BANK

FOR Distribution p. Manufacturing

0001162* 01222436350 8011802264*

05/10/2018 1162 \$10,000.00

MIRA ESTE PROPERTIES LLC
1545 HOTEL CIRCLE SOUTH STE 113
SAN DIEGO, CA 92108-3415

DATE 5/9/18

PAY TO THE ORDER OF Teehee

5,400.00

Five Thousand four Hundred Dollars & 00/100

TORREY PINER BANK

FOR Payment

0001163* 01222436350 8011802264*

05/11/2018 1163 \$5,400.00

MIRA ESTE PROPERTIES LLC
1545 HOTEL CIRCLE SOUTH STE 113
SAN DIEGO, CA 92108-3415

DATE 4/26/18

PAY TO THE ORDER OF Dave Jarvis

5,000.00

Five Thousand & 00/100

TORREY PINER BANK

FOR Legal

0001273* 01222436350 8011802264*

05/08/2018 1273 \$5,000.00

MIRA ESTE PROPERTIES LLC
1545 HOTEL CIRCLE SOUTH STE 113
SAN DIEGO, CA 92108-3415

DATE 5/1/18

PAY TO THE ORDER OF JHY Partners

500.00

Five Hundred & 00/100

TORREY PINER BANK

FOR April Accounty Services

0001274* 01222436350 8011802264*

05/02/2018 1274 \$500.00

MIRA ESTE PROPERTIES LLC
1545 HOTEL CIRCLE SOUTH STE 113
SAN DIEGO, CA 92108-3415

DATE 5/14/18

PAY TO THE ORDER OF TRH

11,837.50

Eleven Thousand Eight Hundred Thirty Seven and 50/100

TORREY PINER BANK

FOR CVP-Min

0001275* 01222436350 8011802264*

05/15/2018 1275 \$11,837.50



TORREY PINES BANK

Torrey Pines Bank, a division of Western Alliance Bank. Member FDIC.

PO Box 26237 • Las Vegas, NV 89126-0237

Return Service Requested

MIRA ESTE PROPERTIES LLC
8865 BALBOA AVE SUITE A
SAN DIEGO CA 92123-1528

Last statement: March 31, 2018
This statement: April 30, 2018
Total days in statement period: 30

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Direct inquiries to:
877-476-2265

Torrey Pines Bank
4530 Executive Drive Suite 130
San Diego CA 92121

THANK YOU FOR BANKING WITH US!

Business Checking

Account number	XXXXXX2264	Beginning balance	\$4,702.79
Enclosures	2	Total additions	221,220.50
Low balance	\$4,388.63	Total subtractions	203,814.12
Average balance	\$24,349.76	Ending balance	\$22,109.17
Avg collected balance	\$19,275		

CHECKS

Number	Date	Amount	Number	Date	Amount
1160	04-09	13,000.00	1161	04-25	5,000.00

DEBITS

Date	Description	Subtractions
04-02	' ACH Debit	15.98
	SD GAS ELEC PAID SDGE 180402	
04-02	' ACH Debit	21.40
	SD GAS ELEC PAID SDGE 180402	
04-02	' ACH Debit	25.53
	SD GAS ELEC PAID SDGE 180402	
04-02	' ACH Debit	46.04
	SD GAS ELEC PAID SDGE 180402	
04-02	' ACH Debit	66.71
	SD GAS ELEC PAID SDGE 180402	
04-02	' ACH Debit	138.50
	SD GAS ELEC PAID SDGE 180402	

MIRA ESTE PROPERTIES LLC
April 30, 2018

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Date	Description	Subtractions
04-05	' ACH Debit THE LOAN COMPANY COLLECTION 180405	9,831.50
04-05	' ACH Debit THE LOAN COMPANY COLLECTION 180405	13,250.00
04-05	' NSF Item Paid Fee FOR OVERDRAFT ACH DEBIT 122244560001937	35.00
04-09	' Transfer Debit TRANSFER TO DEPOSIT ACCOUNT XXXXXX6270	19,000.00
04-09	' Online Transfer Dr REF 0970834L FUNDS TRANSFER TO DEP XXXXXX4812 FROM PROPERTY TAXES	10,000.00
04-09	' Online Transfer Dr REF 0970840L FUNDS TRANSFER TO DEP XXXXXX0415 FROM	13,000.00
04-09	' ACH Debit County of San Di SanDiegoCo 180409	15,369.46
04-25	' Transfer Debit TRANSFER TO DEPOSIT ACCOUNT XXXXXX6270	32,500.00
04-25	' Online Transfer Dr REF 1151303L FUNDS TRANSFER TO DEP XXXXXX0415 FROM	32,500.00
04-27	' Direct S/C DOM WIRE IN FEE	14.00
04-30	' Transfer Debit TRANSFER TO DEPOSIT ACCOUNT XXXXXX0415	20,000.00
04-30	' Transfer Debit TRANSFER TO DEPOSIT ACCOUNT XXXXXX6270	20,000.00

CREDITS

Date	Description	Additions
04-05	' Deposit	77,220.50
04-06	' Transfer Credit TRANSFER FROM DEPOSIT ACCOUNT XXXXXX6270	19,000.00
04-24	' Deposit	75,000.00
04-27	' Wire Cr-Usd INCOMING WIRE ORG SAN DIEGO BUILDING VENTURES LLC; REF 734;WIRE/IN - 20181170392200	50,000.00

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
03-31	4,702.79	04-06	77,492.63	04-25	12,123.17
04-02	4,388.63	04-09	7,123.17	04-27	62,109.17
04-05	58,492.63	04-24	82,123.17	04-30	22,109.17

MIRA ESTE PROPERTIES LLC
April 30, 2018

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OVERDRAFT/RETURN ITEM FEES

	Total for this period	Total year-to-date
Total Overdraft Fees	\$35.00	\$70.00
Total Returned Item Fees	\$0.00	\$0.00

Thank you for banking with Torrey Pines Bank

MIRA ESTE PROPERTIES LLC 15110111 CIRCLE SOUTH STE 10 SAN DIEGO, CA 92108-3415		1160
DATE <u>4/9/18</u>		MM/DD/YY
PAY TO THE ORDER OF <u>Ninaus Mblan</u>	<u>Thirteen Thousand dollars</u>	\$ <u>13,000.00</u>
TORREY PINKER BANK 15110111 CIRCLE SOUTH STE 10 SAN DIEGO, CA 92108-3415		DOLLARS 00
FOR <u>Chula Vista</u>		
001160 41222436350		8011807264

04/09/2018 1160 \$13,000.00

MIRA ESTE PROPERTIES LLC 15110111 CIRCLE SOUTH STE 10 SAN DIEGO, CA 92108-3415		1161
DATE <u>4/24/18</u>		MM/DD/YY
PAY TO THE ORDER OF <u>San Diego United Holdings</u>	<u>Five Thousand dollars</u>	\$ <u>5,000.00</u>
TORREY PINKER BANK 15110111 CIRCLE SOUTH STE 10 SAN DIEGO, CA 92108-3415		DOLLARS 00
FOR <u>Chula Vista</u>		
001161 41222436350		8011807264

04/25/2018 1161 \$5,000.00



TORREY PINES BANK

Torrey Pines Bank, a division of Western Alliance Bank. Member FDIC.

PO Box 26237 • Las Vegas, NV 89126-0237

Return Service Requested

MIRA ESTE PROPERTIES LLC

8865 BALBOA AVE SUITE A

SAN DIEGO CA 92123-1528

Last statement: February 28, 2018

This statement: March 31, 2018

Total days in statement period: 31

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XXXXXX2264

(8)

Direct inquiries to:

877-476-2265

Torrey Pines Bank

4530 Executive Drive Suite 130

San Diego CA 92121

THANK YOU FOR BANKING WITH US!

Business Checking

Account number	XXXXXX2264	Beginning balance	\$376.28
Enclosures	8	Total additions	135,300.00
Low balance	\$376.28	Total subtractions	130,973.49
Average balance	\$8,255.60	Ending balance	\$4,702.79
Avg collected balance	\$7,449		

CHECKS

Number	Date	Amount	Number	Date	Amount
1158	03-07	15,000.00	1268	03-20	17,053.50
1264 *	03-07	40,000.00	1271 *	03-16	12,500.00
1265	03-16	5,000.00	1272	03-16	12,500.00
1266	03-22	800.00			
1267	03-16	450.00			

* Skip in check sequence

DEBITS

Date	Description	Subtractions
03-05	' ACH Debit THE LOAN COMPANY COLLECTION 180305	10,580.67
03-05	' ACH Debit THE LOAN COMPANY COLLECTION 180305	13,250.00
03-07	' Direct S/C DOM WIRE IN FEE	14.00
03-07	' ACH Debit SD GAS ELEC PAID SDGE 180307	16.70

MIRA ESTE PROPERTIES LLC
March 31, 2018

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Date	Description	Subtractions
03-07	' ACH Debit SD GAS ELEC PAID SDGE 180307	19.80
03-07	' ACH Debit SD GAS ELEC PAID SDGE 180307	24.06
03-07	' ACH Debit SD GAS ELEC PAID SDGE 180307	45.15
03-07	' ACH Debit SD GAS ELEC PAID SDGE 180307	48.25
03-07	' ACH Debit SD GAS ELEC PAID SDGE 180307	141.36
03-12	' Online Transfer Dr REF 0710932L FUNDS TRANSFER TO DEP XXXXXX0415 FROM	1,500.00
03-15	' Direct S/C DOM WIRE IN FEE	14.00
03-16	' Online Transfer Dr REF 0751244L FUNDS TRANSFER TO DEP XXXXXX4812 FROM TAXES FRANCHISE BOARD	2,000.00
03-31	' Service Charge MAINTENANCE FEE	16.00

CREDITS

Date	Description	Additions
03-05	' Deposit	25,000.00
03-07	' Wire Cr-Usd INCOMING WIRE ORG SAN DIEGO BUILDING VENTURES LLC; REF 666;WIRE/IN - 20180660069000	60,300.00
03-15	' Wire Cr-Usd INCOMING WIRE ORG SAN DIEGO BUILDING VENTURES LLC; REF 675;WIRE/IN - 20180740134800	50,000.00

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
02-28	376.28	03-12	5,036.29	03-20	5,518.79
03-05	1,545.61	03-15	55,022.29	03-22	4,718.79
03-07	6,536.29	03-16	22,572.29	03-31	4,702.79

MIRA ESTE PROPERTIES LLC
March 31, 2018

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OVERDRAFT/RETURN ITEM FEES

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$35.00
Total Returned Item Fees	\$0.00	\$0.00

Thank you for banking with Torrey Pines Bank

Account:*****2264

Period:March 01, 2018 - March 31, 2018

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MIRA ESTE PROPERTIES LLO 1541 HOTEL CIRCLE SOUTH, STE 145 SAN DIEGO, CA 92108-3415		1158
DATE <u>3/7/18</u>		VOIDED
PAY TO THE ORDER OF <u>Ninas Malan</u>	\$ <u>15,000.00</u>	
<u>Fifteen Thousand Dollars</u>		
TORREY PINES BANK		
FOR <u>[Signature]</u>		
001158 11222436351 8011802264*		
03/07/2018 1158 \$15,000.00		

MIRA ESTE PROPERTIES LLO 1541 HOTEL CIRCLE SOUTH, STE 145 SAN DIEGO, CA 92108-3415		1271
DATE <u>3/16/18</u>		VOIDED
PAY TO THE ORDER OF <u>Ninas Malan</u>	\$ <u>12,500.00</u>	
<u>Twelve Thousand Five Hundred & 00/100</u>		
TORREY PINES BANK		
FOR <u>[Signature]</u>		
001271 11222436351 8011802264*		
03/16/2018 1271 \$12,500.00		

MIRA ESTE PROPERTIES LLO 1541 HOTEL CIRCLE SOUTH, STE 145 SAN DIEGO, CA 92108-3415		1264
DATE <u>3/7/18</u>		VOIDED
PAY TO THE ORDER OF <u>Chris Holm</u>	\$ <u>40,000.00</u>	
<u>Forty Thousand & 00/100</u>		
TORREY PINES BANK		
FOR <u>[Signature]</u>		
001264 11222436351 8011802264*		
03/07/2018 1264 \$40,000.00		

MIRA ESTE PROPERTIES LLO 1541 HOTEL CIRCLE SOUTH, STE 145 SAN DIEGO, CA 92108-3415		1272
DATE <u>3/16/18</u>		VOIDED
PAY TO THE ORDER OF <u>Chris Holm</u>	\$ <u>12,500.00</u>	
<u>Twelve Thousand Five Hundred & 00/100</u>		
TORREY PINES BANK		
FOR <u>[Signature]</u>		
001272 11222436351 8011802264*		
03/16/2018 1272 \$12,500.00		

MIRA ESTE PROPERTIES LLO 1541 HOTEL CIRCLE SOUTH, STE 145 SAN DIEGO, CA 92108-3415		1265
DATE <u>3/15/18</u>		VOIDED
PAY TO THE ORDER OF <u>Dave Jarvis</u>	\$ <u>5,000.00</u>	
<u>Five Thousand & 00/100</u>		
TORREY PINES BANK		
FOR <u>Legal Fees</u>		
001265 11222436351 8011802264*		
03/16/2018 1265 \$5,000.00		

MIRA ESTE PROPERTIES LLO 1541 HOTEL CIRCLE SOUTH, STE 145 SAN DIEGO, CA 92108-3415		1266
DATE <u>3/15/18</u>		VOIDED
PAY TO THE ORDER OF <u>Franchise Tax Board</u>	\$ <u>800.00</u>	
<u>Eight Hundred & 00/100</u>		
TORREY PINES BANK		
FOR <u>Tax ID 201619010173</u>		
001266 11222436351 8011802264*		
03/22/2018 1266 \$800.00		

MIRA ESTE PROPERTIES LLO 1541 HOTEL CIRCLE SOUTH, STE 145 SAN DIEGO, CA 92108-3415		1267
DATE <u>3/15/18</u>		VOIDED
PAY TO THE ORDER OF <u>Professional Financial Services</u>	\$ <u>450.00</u>	
<u>Four Hundred Fifty & 00/100</u>		
TORREY PINES BANK		
FOR <u>Trans-2017</u>		
001267 11222436351 8011802264*		
03/16/2018 1267 \$450.00		

MIRA ESTE PROPERTIES LLO 1541 HOTEL CIRCLE SOUTH, STE 145 SAN DIEGO, CA 92108-3415		1268
DATE <u>3/16/18</u>		VOIDED
PAY TO THE ORDER OF <u>JRH, Inc.</u>	\$ <u>17,053.50</u>	
<u>Seventeen Thousand Fifty Three & 50/100</u>		
TORREY PINES BANK		
FOR <u>CVP Architect Fee</u>		
001268 11222436351 8011802264*		
03/20/2018 1268 \$17,053.50		



TORREY PINES BANK

Torrey Pines Bank, a division of Western Alliance Bank. Member FDIC.

PO Box 26237 • Las Vegas, NV 89126-0237

Return Service Requested

MIRA ESTE PROPERTIES LLC
1545 HOTEL CIR S STE 145
SAN DIEGO CA 92108-3415

Last statement: January 31, 2018
This statement: February 28, 2018
Total days in statement period: 28

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Direct inquiries to:
877-476-2265

Torrey Pines Bank
4530 Executive Drive Suite 130
San Diego CA 92121

THANK YOU FOR BANKING WITH US!

Business Checking

Account number	XXXXXX2264	Beginning balance	\$342.55
Enclosures	5	Total additions	179,045.00
Low balance	\$-14,572.72	Total subtractions	179,011.27
Average balance	\$8,555.53	Ending balance	\$376.28
Avg collected balance	\$6,019		

CHECKS

Number	Date	Amount	Number	Date	Amount
1140	02-14	10,000.00	1262	02-15	599.00
1157 *	02-12	8,000.00	1263	02-23	100,000.00
1261 *	02-14	11,203.50	* Skip in check sequence		

DEBITS

Date	Description	Subtractions
02-05	' ACH Debit THE LOAN COMPANY COLLECTION 180205	10,580.67
02-05	' ACH Debit THE LOAN COMPANY COLLECTION 180205	13,250.00
02-05	' Telephone Transfer	25,000.00
02-08	' ACH Debit SD GAS ELEC PAID SDGE 180208	19.10
02-08	' ACH Debit SD GAS ELEC PAID SDGE 180208	23.06
02-08	' ACH Debit SD GAS ELEC PAID SDGE 180208	28.87

MIRA ESTE PROPERTIES LLC
February 28, 2018

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Date	Description	Subtractions
02-08	' ACH Debit SD GAS ELEC PAID SDGE 180208	42.80
02-08	' ACH Debit SD GAS ELEC PAID SDGE 180208	53.62
02-08	' ACH Debit SD GAS ELEC PAID SDGE 180208	117.65
02-09	' Direct S/C DOM WIRE IN FEE	14.00
02-12	' Direct S/C DOM WIRE IN FEE	14.00
02-21	' Direct S/C DOM WIRE IN FEE	14.00
02-23	' NSF Item Paid Fee FOR OVERDRAFT CHECK # 1263	35.00
02-28	' Service Charge MAINTENANCE FEE	16.00

CREDITS

Date	Description	Additions
02-05	' Deposit	55,500.00
02-09	' Wire Cr-Usd INCOMING WIRE ORG SAN DIEGO BUILDING VENTURES LLC; REF 640;WIRE/IN - 20180400389000	4,800.00
02-12	' Wire Cr-Usd INCOMING WIRE ORG SAN DIEGO BUILDING VENTURES LLC; REF 641;WIRE/IN - 20180430231000	18,245.00
02-13	' Deposit	500.00
02-21	' Wire Cr-Usd INCOMING WIRE ORG SAN DIEGO BUILDING VENTURES LLC; REF 652;WIRE/IN - 20180520329100	85,000.00
02-26	' Deposit	15,000.00

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
01-31	342.55	02-12	21,743.78	02-21	85,427.28
02-05	7,011.88	02-13	22,243.78	02-23	-14,607.72
02-08	6,726.78	02-14	1,040.28	02-26	392.28
02-09	11,512.78	02-15	441.28	02-28	376.28

MIRA ESTE PROPERTIES LLC
February 28, 2018

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OVERDRAFT/RETURN ITEM FEES

	Total for this period	Total year-to-date
Total Overdraft Fees	\$35.00	\$35.00
Total Returned Item Fees	\$0.00	\$0.00

Thank you for banking with Torrey Pines Bank

Account:*****2264

Period:February 01, 2018 - February 28, 2018

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MIRA ESTE PROPERTIES LLC
1845 HOTEL CIRCLE SOUTH, STE 114
SAN DIEGO, CA 92108-3413

DATE 2/13/18

PAY TO THE ORDER OF TRH, Inc. \$ 10,000.00

Ten Thousand DOLLARS

FOR CUP-Mira

02/14/2018 1140 \$10,000.00

MIRA ESTE PROPERTIES LLC
1845 HOTEL CIRCLE SOUTH, STE 114
SAN DIEGO, CA 92108-3413

DATE 2/8/18

PAY TO THE ORDER OF San Diego United Holdings Group \$ 8,000.00

Eight Thousand Dollars DOLLARS

FOR CUP-Mira

02/12/2018 1157 \$8,000.00

MIRA ESTE PROPERTIES LLC
1845 HOTEL CIRCLE SOUTH, STE 114
SAN DIEGO, CA 92108-3413

DATE 2/13/18

PAY TO THE ORDER OF TRH, Inc. \$ 11,203.50

Eleven Thousand Two Hundred Three DOLLARS

FOR CUP-Mira

02/14/2018 1261 \$11,203.50

MIRA ESTE PROPERTIES LLC
1845 HOTEL CIRCLE SOUTH, STE 114
SAN DIEGO, CA 92108-3413

DATE 2/13/18

PAY TO THE ORDER OF RECON Environmental \$ 599.00

Five Hundred Ninety Nine DOLLARS

FOR CUP-Mira

02/15/2018 1262 \$599.00

MIRA ESTE PROPERTIES LLC
1845 HOTEL CIRCLE SOUTH, STE 114
SAN DIEGO, CA 92108-3413

DATE 2/22/18

PAY TO THE ORDER OF The Lea Company \$ 100,000.00

One Hundred Thousand DOLLARS

FOR CUP-Mira

02/23/2018 1263 \$100,000.00



TORREY PINES BANK

Torrey Pines Bank, a division of Western Alliance Bank. Member FDIC.

PO Box 26237 • Las Vegas, NV 89126-0237

Return Service Requested

MIRA ESTE PROPERTIES LLC
1545 HOTEL CIR S STE 145
SAN DIEGO CA 92108-3415

Last statement: December 31, 2017

This statement: January 31, 2018

Total days in statement period: 31

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XXXXXX2264

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Direct inquiries to:

877-476-2265

Torrey Pines Bank
4530 Executive Drive Suite 130
San Diego CA 92121

THANK YOU FOR BANKING WITH US!

Business Checking

Account number	XXXXXX2264	Beginning balance	\$921.53
Enclosures	3	Total additions	287,206.00
Low balance	\$358.55	Total subtractions	287,784.98
Average balance	\$11,665.78	Ending balance	\$342.55
Avg collected balance	\$5,901		

CHECKS

Number	Date	Amount	Number	Date	Amount
1139	01-22	123.00	1156	01-24	44,500.00
1155 *	01-08	12,000.00	* Skip in check sequence		

DEBITS

Date	Description	Subtractions
01-05	' Online Transfer Dr REF 0050837L FUNDS TRANSFER TO DEP XXXXXX0415 FROM REIMBURSEMENT	33,000.00
01-05	' ACH Debit THE LOAN COMPANY COLLECTION 180105	10,580.67
01-05	' ACH Debit THE LOAN COMPANY COLLECTION 180105	13,250.00
01-09	' ACH Debit SD GAS ELEC PAID SDGE 180109	18.22
01-09	' ACH Debit SD GAS ELEC PAID SDGE 180109	22.92

MIRA ESTE PROPERTIES LLC
January 31, 2018

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Date	Description	Subtractions
01-09	' ACH Debit SD GAS ELEC PAID SDGE 180109	23.55
01-09	' ACH Debit SD GAS ELEC PAID SDGE 180109	27.81
01-09	' ACH Debit SD GAS ELEC PAID SDGE 180109	67.81
01-09	' ACH Debit SD GAS ELEC PAID SDGE 180109	109.00
01-19	' Transfer Debit TRANSFER TO DEPOSIT ACCOUNT XXXXXX0415	1,500.00
01-24	' Direct S/C DOM WIRE CR FEE	11.00
01-24	' Direct S/C DOM WIRE CR FEE	11.00
01-24	' Online Transfer Dr REF 0240832L FUNDS TRANSFER TO DEP XXXXXX0415 FROM DRAW REIMBURSEMENT	64,000.00
01-25	' Return Deposit Item	33,500.00
01-25	' Direct S/C CHARGE BACK FEE	12.00
01-25	' Return Deposit Item	75,000.00
01-25	' Direct S/C CHARGE BACK FEE	12.00
01-31	' Service Charge MAINTENANCE FEE	16.00

CREDITS

Date	Description	Additions
01-04	' Deposit	70,206.00
01-23	' Deposit	108,500.00
01-24	' Wire Cr-Usd INCOMING WIRE ORG SOCAL BUILDING VENTURES LLC;REF 619;WIRE/IN - 20180240270400	8,500.00
01-24	' Wire Cr-Usd INCOMING WIRE ORG CHRISTOPHER E BERMAN;REF 0011721 024052961;WIRE/IN - 20180240341200	100,000.00

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
12-31	921.53	01-09	2,027.55	01-24	108,882.55
01-04	71,127.53	01-19	527.55	01-25	358.55
01-05	14,296.86	01-22	404.55	01-31	342.55
01-08	2,296.86	01-23	108,904.55		

MIRA ESTÉ PROPERTIES LLC
January 31, 2018

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OVERDRAFT/RETURN ITEM FEES

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

Thank you for banking with Torrey Pines Bank

Account:*****2264

Period:January 01, 2018 - January 31, 2018

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824002 1139

MIRA ESTE PROPERTIES LLC
1543 HOTEL CIRCLE SOUTH, STE 145
SAN DIEGO, CAL 92108-3415

DATE 1/12/18

PAY TO THE ORDER OF City Treasurer

ONE Hundred Twenty Three Dollars → \$123.00

THREY PINEN BANK

FOR Construction Charge

001139 1122243635 0011802264

01/22/2018 1139 \$123.00

1155

MIRA ESTE PROPERTIES LLC
1543 HOTEL CIRCLE SOUTH, STE 145
SAN DIEGO, CAL 92108-3415

DATE 1/5/18

PAY TO THE ORDER OF El Patron Mexican Food

Twelve Thousand Dollars → \$12,000.00

THREY PINEN BANK

FOR

001155 1122243635 0011802264

01/08/2018 1155 \$12,000.00

1156

MIRA ESTE PROPERTIES LLC
1543 HOTEL CIRCLE SOUTH, STE 145
SAN DIEGO, CAL 92108-3415

DATE 1/23/18

PAY TO THE ORDER OF San Diego's United Holding Group

Forty Four Thousand Five Hundred → \$44,500.00

THREY PINEN BANK

FOR

001156 1122243635 0011802264

01/24/2018 1156 \$44,500.00



TORREY PINES BANK

Torrey Pines Bank, a division of Western Alliance Bank. Member FDIC.

PO Box 26237 • Las Vegas, NV 89126-0237

Return Service Requested

MIRA ESTE PROPERTIES LLC
1545 HOTEL CIR S STE 145
SAN DIEGO CA 92108-3415

Last statement: November 30, 2017

This statement: December 31, 2017

Total days in statement period: 31

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Direct inquiries to:
877-476-2265

Torrey Pines Bank
4530 Executive Drive Suite 130
San Diego CA 92121

THANK YOU FOR BANKING WITH US!

Business Checking

Account number	XXXXXX2264	Beginning balance	\$5,140.66
Enclosures	6	Total additions	145,500.00
Low balance	\$-14,571.47	Total subtractions	149,719.13
Average balance	\$9,746.77	Ending balance	\$921.53
Avg collected balance	\$6,182		

CHECKS

Number	Date	Amount	Number	Date	Amount
1135	12-14	860.00	1153 *	12-05	2,000.00
1136	12-11	10,000.00	1154	12-22	10,000.00
1137	12-13	3,526.00	* Skip in check sequence		
1138	12-15	5,000.00			

DEBITS

Date	Description	Subtractions
12-05	' Online Transfer Dr REF 3390753L FUNDS TRANSFER TO DEP XXXXXX4812 FROM PROPERTY TAX	11,000.00
12-05	' ACH Debit THE LOAN COMPANY COLLECTION 171205	10,580.67
12-05	' ACH Debit THE LOAN COMPANY COLLECTION 171205	13,250.00
12-07	' Online Transfer Dr REF 3411701L FUNDS TRANSFER TO DEP XXXXXX0415 FROM REIMBURSABLE	5,000.00

MIRA ESTE PROPERTIES LLC
December 31, 2017

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Date	Description	Subtractions
12-07	' ACH Debit County of San Di SanDiegoCo 171207	15,369.46
12-11	' Return Deposit Item	25,000.00
12-11	' Direct S/C CHARGE BACK FEE	12.00
12-11	' Online Transfer Dr REF 3450714L FUNDS TRANSFER TO DEP XXXXXX4812 FROM CUP ABHAY	33,000.00
12-11	' NSF Item Paid Fee FOR OVERDRAFT ONLINE TRANSFER DR997001211071434	35.00
12-11	' NSF Item Paid Fee FOR OVERDRAFT CHECK # 1136	35.00
12-22	' NSF Item Paid Fee FOR OVERDRAFT CHECK # 1154	35.00
12-27	' Online Transfer Dr REF 3610857L FUNDS TRANSFER TO DEP XXXXXX0415 FROM TEMP LICENSE	5,000.00
12-31	' Service Charge MAINTENANCE FEE	16.00

CREDITS

Date	Description	Additions
12-04	' Deposit	55,500.00
12-07	' Deposit	25,000.00
12-08	' Online Transfer Cr REF 3420739L FUNDS TRANSFER FRMDEP XXXXXX0415 FROM CUP INVOICES	25,000.00
12-12	' Deposit	25,000.00
12-26	' Online Transfer Cr REF 3601111L FUNDS TRANSFER FRMDEP XXXXXX0415 FROM GINA AUSTIN TEMP LICENSE	10,000.00
12-26	' Deposit	5,000.00

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
11-30	5,140.66	12-11	-14,641.47	12-22	-9,062.47
12-04	60,640.66	12-12	10,358.53	12-26	5,937.53
12-05	23,809.99	12-13	6,832.53	12-27	937.53
12-07	28,440.53	12-14	5,972.53	12-31	921.53
12-08	53,440.53	12-15	972.53		

MIRA ESTE PROPERTIES LLC
December 31, 2017

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OVERDRAFT/RETURN ITEM FEES

	Total for this period	Total year-to-date
Total Overdraft Fees	\$105.00	\$280.00
Total Returned Item Fees	\$0.00	\$0.00

Thank you for banking with Torrey Pines Bank

MIRA ESTE PROPERTIES LLC 1545 HOTEL CIRCLE SOUTH, STE 143 SAN DIEGO, CALIF 92108-3415		1135
PAY TO THE ORDER OF	DATE 12/7/17	11/24/2017
<i>Rafael Garcia</i>		
	\$ 860.00	
	DOLLARS 860	
FOR <i>CAD Commission</i>		
M001135# 1122243635#	8011802264#	

12/14/2017 1135 \$860.00

MIRA ESTE PROPERTIES LLC 1545 HOTEL CIRCLE SOUTH, STE 143 SAN DIEGO, CALIF 92108-3415		1136
PAY TO THE ORDER OF	DATE 12/8/17	11/24/2017
<i>TRH</i>		
	\$ 10,000.00	
	DOLLARS 10,000	
FOR <i>CUP-Mira</i>		
M001136# 1122243635#	8011802264#	

12/11/2017 1136 \$10,000.00

MIRA ESTE PROPERTIES LLC 1545 HOTEL CIRCLE SOUTH, STE 143 SAN DIEGO, CALIF 92108-3415		1137
PAY TO THE ORDER OF	DATE 12/8/17	11/24/2017
<i>Page Travis</i>		
	\$ 3,526.00	
	DOLLARS 3,526	
FOR <i>Legal Ret</i>		
M001137# 1122243635#	8011802264#	

12/13/2017 1137 \$3,526.00

MIRA ESTE PROPERTIES LLC 1545 HOTEL CIRCLE SOUTH, STE 143 SAN DIEGO, CALIF 92108-3415		1138
PAY TO THE ORDER OF	DATE 12/15/17	11/24/2017
<i>Cash</i>		
	\$ 5,000.00	
	DOLLARS 5,000	
FOR <i>Five Thousand</i>		
M001138# 1122243635#	8011802264#	

12/15/2017 1138 \$5,000.00

MIRA ESTE PROPERTIES LLC 1545 HOTEL CIRCLE SOUTH, STE 143 SAN DIEGO, CALIF 92108-3415		1153
PAY TO THE ORDER OF	DATE 12/11/17	11/24/2017
<i>Elins Hernandez</i>		
	\$ 2,000.00	
	DOLLARS 2,000	
FOR <i>Two Thousand Dollars</i>		
M001153# 1122243635#	8011802264#	

12/05/2017 1153 \$2,000.00

MIRA ESTE PROPERTIES LLC 1545 HOTEL CIRCLE SOUTH, STE 143 SAN DIEGO, CALIF 92108-3415		1154
PAY TO THE ORDER OF	DATE 12/14/17	11/24/2017
<i>Austin Legal Group</i>		
	\$ 10,000.00	
	DOLLARS 10,000	
FOR <i>Ten Thousand Dollars</i>		
M001154# 1122243635#	8011802264#	

12/22/2017 1154 \$10,000.00

EXHIBIT K



Policy Number: TBD

Date Entered: 3/22/2018

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/9/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	FLINTRIDGE INSURANCE SERVICES 340 N. WESTLAKE BLVD. #150 WESTLAKE VILLAGE, CA 91362 (805) 449-2800	CONTACT NAME: PHONE (A/C, No, Ext): (805) 449-2800 FAX (A/C, No): (805) 449-1765 E-MAIL: ADDRESS:
INSURED	SoCal Building Ventures, LLC	INSURER(S) AFFORDING COVERAGE INSURER A: HANOVER INSURANCE COMPANY INSURER B: UNITED SPECIALTY INSURANCE COMPANY INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			IK21X003857-00	4/13/2018	4/13/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$EXCLUDED \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			IK21X003857-00	4/13/2018	4/13/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			IU21X003858-00	4/13/2018	4/13/2019	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROPERTY			IK21X003857-00	4/13/2018	4/13/2019	BUILDING 2,000,000 BUSINESS INCOME 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

B PRODUCTS LIABILITY

ELMCA001838-00

4/13/2018 - 4/13/2019

EACH CLAIM: \$1,000,000

AGGREGATE: \$2,000,000

RE: 5441 TOPANGA CANYON BLVD WOODLAND HILLS, CA 91367

RE: 9212 MIRA ESTE DRIVE SAN DIEGO, CA 92126

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF INSURANCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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IPFS CORPORATION

(IPFS)

301 WEST 11TH ST., 4TH FLOOR
PO BOX 419090
KANSAS CITY, MO 64141-6090
PHONE: (800)255-6316 - FAX: (816)942-0475

NOTICE OF CANCELLATION

REFER TO THIS
ACCOUNT NO. IN ALL
CORRESPONDENCE

ACCOUNT NUMBER

MOK-760791**TO THE INSURED:**

You are notified that the policies listed below are cancelled for non-payment of an installment in accordance with the conditions and terms of the Premium Finance Agreement which incorporates a power of attorney. This cancellation is effective on the date indicated below, at the hour indicated in the policy as the effective time.

Funds received in this office on or after the cancellation date specified below will be credited to your account. The tender of such funds and their acceptance by IPFS does not constitute reinstatement of the account or of the scheduled policies. You may have a statutory duty to replace your automobile liability insurance on or before the cancellation date. Not applicable in VA.

If the return premiums from the insurance company are less than the unpaid balance of your account, you will be required to pay the difference to IPFS. You will hear from us as soon as we receive all return premiums if there is any remaining balance due.

TO THE PRODUCER:

The original of the NOTICE has been sent to the insured.

AGENT

LIONS & COVENTRY INS SERVICES,
7816 UPLANDS WAY STE C
CITRUS HEIGHTS, CA 95610-7568

INSURED

CALIFORNIA CANNABIS GROUP
9212 MIRA ESTE CT
SAN DIEGO, CA 92126-6398
Cust #: CALIFORNIA CANNABIS GROUP

MAILING DATE

08/13/18

EFFECTIVE DATE
OF
CANCELLATION

08/16/18

ACCOUNT
BALANCE

\$1,283.99

SCHEDULE OF POLICIES

POLICY PREFIX AND NUMBER	EFFECTIVE DATE	FULL NAME OF INSURER AND GENERAL AGENT OTHER THAN SUBMITTING PRODUCER TO WHOM COPY OF THIS NOTICE WAS SENT	COVERAGE	POLICY TERM IN MONTHS COVERED BY PREM.	PREMIUM FINANCED
			FIRE, AUTO MAR, I.M., CAS		
0100068547-0	06/15/18	KINSALE INSURANCE CO ALL RISKS LTD	GL	12	\$1,500.00
			FEES		\$275.00
			TAXES		\$52.00

TO THE INSURER:

The policies listed above are HEREBY CANCELLED by IPFS on behalf of the insured in accordance with the authority given us by the insured to cancel the policies upon default in his payment to IPFS. The above insured and the producer(s) listed herein have been notified by ordinary mail of this cancellation.

The gross unearned premium (including unearned commission) is to be forwarded to IPFS, at the address shown above, promptly for credit to the insured's account.

METHOD OF COMPUTING UNEARNED PREMIUMS TO BE PAID TO IPFS:

The gross unearned premium computed on a pro rata basis.

INSURANCE COMPANY NOTE: PLEASE ATTACH REFUND CHECK OR COMPLETE AND RETURN ONE COPY			
DATE OF CANCELLATION	AMOUNT OF REFUND \$	DATE REFUND WILL BE SENT	

POLICY NUMBER: IU21X003858-00

IL DS 00 09 08

COMMON POLICY DECLARATIONS

International Insurance Company of Hannover SE Roderbruchstraße 26 Hannover, Germany 495-115-604-2909	CannGen Insurance Services, LLC 2701 Citrus Road Suite A Rancho Cordova, CA 95742 888-751-3141
NAMED INSURED: SoCal Building Ventures LLC DBA San Diego Building Ventures DBA California Cannabis Group and Valley Collective Care Inc	
MAILING ADDRESS: 32123 Lindero Canyon Road #210 Westlake Village, CA 91361	
POLICY PERIOD: FROM 4/13/2018 TO 4/13/2019 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	

BUSINESS DESCRIPTION	Recreational and Medicinal Cannabis Manufacturer and Retail
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IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

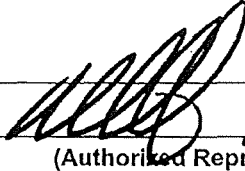
THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.
COMMERCIAL EXCESS LIABILITY COVERAGE PART

FORMS APPLICABLE TO ALL COVERAGE PARTS (SHOW NUMBERS):

Form	Description
IL DS 00 09 08	COMMON POLICY DECLARATIONS
IL 00 17 11 98	COMMON POLICY CONDITIONS
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL 02 70 09 12	CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL
IL 09 53 01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
IL 09 85 01 15	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Form	Description
CX DS 01 09 08	COMMERCIAL EXCESS LIABILITY DECLARATIONS
CX 00 01 04 13	COMMERCIAL EXCESS LIABILITY COVERAGE FORM
CX 02 26 09 12	CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL
CX 21 01 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

Form	Description
MMD 10 01 01 15	AUDIT PREMIUMS – AMENDATORY ENDORSEMENT
MMD 10 02 01 15	HIRED AND NON OWNED AUTO LIABILITY EXCLUSION – EXCESS LIABILITY COVERAGE
MMD 10 07 01 15	BANNED SUBSTANCE EXCLUSION
MMD 10 30 02 17	TO REPORT A CLAIM
MMD 00 00 01 18	SHORT RATE CANCELLATION TABLE
IICH SOS 1000 CA 01 16	SERVICE OF SUIT CLAUSE (CA SPECIFIC)
MMD 1021 01 15	MINIMUM EARNED PREMIUM ENDORSEMENT
MMD 1037 01 15	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM
IICH PP 3000 06 17	PRIVACY POLICY
IICH 2016 (SLEX)	SANCTION AND LIMITATION EXCLUSION CLAUSE

Countersigned:	8/15/2018	By:	
	(Date)		(Authorized Representative)

NOTE

OFFICERS' FACSIMILE SIGNATURES MAY BE INSERTED HERE, ON THE POLICY COVER OR ELSEWHERE AT THE COMPANY'S OPTION.

Policy Number// ELMCA001838-00

DECLARATIONS

PRODUCTS/COMPLETED OPERATIONS LIABILITY CLAIMS MADE AND REPORTED INSURANCE

THIS IS A CLAIMS MADE AND REPORTED POLICY. PLEASE READ CAREFULLY. EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE AFFORDED UNDER THIS INSURANCE POLICY IS LIMITED TO THOSE CLAIMS WHICH ARE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE UNDERWRITERS DURING THE POLICY PERIOD OR EXTENDED REORTING PERIOD (IF APPLICABLE). DAMAGES AND CLAIMS EXPENSES SHALL BE APPLIED AGAINST THE DEDUCTIBLE.

INSURANCE IS EFFECTIVE WITH:

United Specialty Insurance Company

1. NAMED INSURED: SoCal Building Ventures LLC DBA San Diego Building Ventures DBA California Cannabls Group and Valley Collect

(No., Street, Town or City, State, Zip Code)

32123 Lindero Canyon Road #210

Westlake Village, CA 91361

2. POLICY PERIOD: Inception: 04/13/2018 Expiration: 04/13/2019 both days at 12:01 a.m. Standard Time at the address shown in number 1 above.

3. LIMIT OF LIABILITY:

The total Limit of Liability of the Underwriters, including Damages and Claims Expenses, for all Claims first made against the Insured and reported in writing to the Underwriting during the Policy Period shall not exceed:

- (A) \$1,000,000 Each Claim
- (B) \$2,000,000 Term Aggregate - all coverages combined
- (C) \$N/A

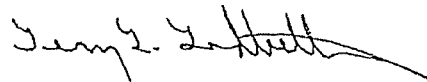
4. DEDUCTIBLE:

The Deductible amount shall be separately applicable to each Claim first made against the Insured during the Policy Period and shall apply to Damages and Claims Expenses

USD \$2,500 Each Claim without aggregate

Date: 8/15/18

By

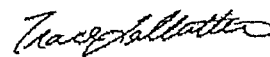


President

(Authorized Signature)

Date: 8/15/18

By



Secretary

(Authorized Signature)

COMMON POLICY DECLARATIONS

International Insurance Company of Hannover SE Roderbruchstraße 26 Hannover, Germany 495-115-604-2909	CannGen Insurance Services, LLC 2701 Citrus Road Suite A Rancho Cordova, CA 95742 888-751-3141
NAMED INSURED: SoCal Building Ventures LLC DBA San Diego Building Ventures DBA California Cannabis Group and Valley Collective Care Inc	
MAILING ADDRESS: 32123 Lindero Canyon Road #210 Westlake Village, CA 91361	
POLICY PERIOD: FROM 4/13/2018 TO 4/13/2019 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	

BUSINESS DESCRIPTION	Recreational and Medical Cannabis Manufacturer and Retail
----------------------	---

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

<p>THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.</p> <p>COMMERCIAL GENERAL LIABILITY COVERAGE PART COMMERCIAL PROPERTY COVERAGE PART COMMERCIAL CROP COVERAGE PART OTHER COMMERCIAL COVERAGE PART</p> <hr/>

FORMS APPLICABLE TO ALL COVERAGE PARTS (SHOW NUMBERS):

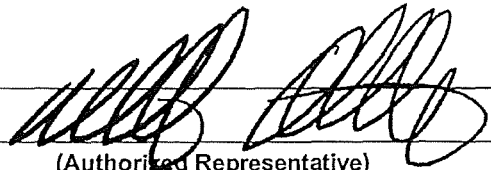
Form	Description
IL DS 00 09 08	COMMON POLICY DECLARATIONS
IL 00 03 09 08	CALCULATION OF PREMIUM
IL 00 17 11 98	COMMON POLICY CONDITIONS
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL 02 70 09 12	CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL
IL 01 02 05 05	CALIFORNIA CHANGES – ACTUAL CASH VALUE
IL 01 04 09 07	CALIFORNIA CHANGES
IL 09 35 07 02	EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES
IL 09 53 01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
IL 09 85 01 15	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Form	Description
CG DS 01 10 01	COMMERCIAL GENERAL LIABILITY DECLARATIONS
CG 00 01 04 13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 20 11 04 13	ADDITIONAL INSURED-MANAGERS OR LESSORS OF PREMISES
CG 21 04 11 85	EXCLUSION - PRODUCTS/COMPLETED OPERATIONS HAZARD
CG 21 06 05 14	EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – WITH LIMITED BODILY INJURY EXCEPTION
CG 21 47 12 07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 49 09 99	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG 21 67 04 02	FUNGI OR BACTERIA EXCLUSION
CG 21 75 01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES
CG 21 76 01 15	EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM
CG 32 34 01 05	CALIFORNIA CHANGES
CG 03 00 01 96	DEDUCTIBLE LIABILITY INSURANCE
CG 21 44 07 98	LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT

Form	Description
CP DS 00 10 00	COMMERCIAL PROPERTY DECLARATIONS
CP 00 10 10 12	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CP 00 30 10 12	BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
CP 00 90 07 88	COMMERCIAL PROPERTY CONDITIONS
CP 01 40 07 06	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
CP 10 30 10 12	PROPERTY CAUSES OF LOSS – SPECIAL FORM

Form	Description
MMD 10 01 01 15	AUDIT PREMIUMS – AMENDATORY ENDORSEMENT
MMD 10 03 01 15	BACK-UP OF SEWERS, DRAINS OR SUMPS COVERAGE
MMD 10 04 01 15	COMBINATION GL ENDORSEMENT – NON CONTRACTORS
MMD 10 07 01 15	BANNED SUBSTANCE EXCLUSION

MMD 10 08 01 15	CARCINOGENS ENDORSEMENT
MMD 1009 01 15	EXCLUSION – EMPLOYEES OF INDEPENDENT CONTRACTORS, LEASED/TEMPORARY/1099/VOLUNTEER WORKERS, CASUAL LABORERS
MMD 10 17 01 15	EXCLUSION - TOBACCO OR RELATED PRODUCTS
MMD 1011 01 15	EXCLUSION – TOTAL MOLD, MILDEW OR OTHER FUNGI
MMD 10 20 01 17	ADDITIONAL EXCLUSIONS & ENDORSEMENTS CANNABIS AND HEMP BUSINESS PROPERTY FORM
MMD 1012 01 15	EXCLUSION – PROFESSIONAL LIABILITY
MMD 10 30 02 17	TO REPORT A CLAIM
MMD 1014 01 15	EXCLUSION - SEXUAL ABUSE AND / OR MOLESTATION
MMD 1015 01 15	EXCLUSION - TANNING BEDS
MMD 00 00 01 18	SHORT RATE CANCELLATION TABLE
IICH SOS 1000 CA 01 16	SERVICE OF SUIT CLAUSE (CA SPECIFIC)
MMD 1018 01 15	GOVERNMENTAL ACTS & CRIMINAL ACTIVITIES
MMD 1021 01 15	MINIMUM EARNED PREMIUM ENDORSEMENT
MMD 1022 01 15	EXCLUSION - AMERICANS WITH DISABILITIES ACT
MMD 1025 08 17	HIRED AUTO AND NON-OWNED AUTO LIABILITY
MMD 1027 01 15	PROTECTIVE SAFEGUARDS
MMD 1032 01 15	ABSOLUTE ASBESTOS EXCLUSION
MMD 1033 01 15	ABSOLUTE LEAD EXCLUSION
MMD 1034 01 15	AIRCRAFT PRODUCTS AND AIRCRAFT GROUNDING HAZARDS EXCLUSION
MMD 1037 01 15	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM
MMD 1040 01 15	RESIDENTIAL EXCLUSION
MMD 10 42 07 16	COMMERCIAL PROPERTY OPTIONAL COVERAGE EXTENSION ENDORSEMENT FORM C
CA PHN 10 16	CALIFORNIA CONSUMER COMPLAINT NOTICE
MMD 1047 05 17	DESIGNATED CLASSIFICATION LIMITATION
IICH PP 3000 06 17	PRIVACY POLICY
MMD 10 48 09 17	FIRE HAZARD PROPERTY MITIGATION SAFEGUARD (CALIFORNIA)
IICH 2016 (SLEX)	SANCTION AND LIMITATION EXCLUSION CLAUSE

Countersigned:	8/15/2018	By:	
	(Date)		(Authorized Representative)

NOTE

OFFICERS' FACSIMILE SIGNATURES MAY BE INSERTED HERE, ON THE POLICY COVER OR ELSEWHERE AT THE COMPANY'S OPTION.

Payment Schedule & History for Account #707684 (SoCal Building Ventures LLC)

Click on a payment description for printable receipt

☒ Show Schedule/Receivables☐ Show Write-Offs

Date	Pmt. #	Description	Amount	Applied to:										Entered by
				Principal	Interest	Setup Fee	Late Charge	NSF Fee	Cancel Fee	Convenience Fee	Processing Fee	PMI	Down	
5/13/2018 12:00:00 AM	1	Payment Due	\$10,444.08	\$9,693.16	\$750.92									System
5/24/2018 2:30:38 AM		Late Fee	\$522.20				\$522.20							robertb
6/1/2018 7:00:24 AM		Insured: Installment eCheck	\$10,973.28	\$9,693.16	\$750.92		\$522.20			\$7.00				amedina
6/1/2018 7:00:24 AM		Convenience Fee	\$7.00							\$7.00				amedina
6/13/2018 12:00:00 AM	2	Payment Due	\$10,444.08	\$9,773.86	\$670.22									System
6/24/2018 2:30:57 AM		Late Fee	\$522.20				\$522.20							robertb
7/2/2018 7:09:48 AM		Convenience Fee	\$7.00							\$7.00				amedina
7/2/2018 7:09:48 AM		Insured: Installment eCheck 6785	\$10,973.28	\$9,773.86	\$670.22		\$522.20			\$7.00				amedina
7/6/2018 8:50:12 AM		Insured: Reversal eCheck 6785 NSF	(\$10,973.28)	(\$9,773.86)	(\$670.22)		(\$522.20)			(\$7.00)				alachica
7/6/2018 8:50:12 AM		Convenience Fee Reverse entry	(\$7.00)							(\$7.00)				alachica
7/6/2018 8:50:14 AM		NSF Fee for reversal of eCheck 6785	\$15.00					\$15.00						alachica
7/6/2018 8:50:19 AM		Convenience Fee Adjustment	\$7.00							\$7.00				alachica
7/11/2018 9:33:45 AM		Insured: Installment Cashier's Check Wire 7/10/18	\$10,988.28	\$9,773.86	\$670.22		\$522.20	\$15.00		\$7.00				alachica
7/13/2018 12:00:00 AM	3	Payment Due	\$10,444.08	\$9,855.22	\$588.86									System
7/24/2018 2:31:01 AM		Late Fee	\$522.20				\$522.20							robertb
7/24/2018 12:12:36 PM		Insured: Installment eCheck 10442	\$10,973.28	\$9,855.22	\$588.86		\$522.20			\$7.00				ivr
7/24/2018 12:12:36 PM		Convenience Fee	\$7.00							\$7.00				ivr
8/13/2018 12:00:00 AM	4	Payment Due	\$10,444.08	\$9,937.27	\$506.81									System
8/24/2018 2:31:07 AM		Late Fee	\$522.20				\$522.20							robertb
8/28/2018 12:53:19 PM		Insured: Installment eCheck 99999	\$10,973.28	\$9,937.27	\$506.81		\$522.20			\$7.00				ivr
8/28/2018 12:53:19 PM		Convenience Fee	\$7.00							\$7.00				ivr
9/13/2018 12:00:00 AM	5	Payment Due	\$10,444.08	\$10,020.00	\$424.08									System
10/13/2018 12:00:00 AM	6	Payment Due	\$10,444.08	\$10,103.41	\$340.67									System
11/13/2018 12:00:00 AM	7	Payment Due	\$10,444.08	\$10,187.52	\$256.56									System
12/13/2018 12:00:00 AM	8	Payment Due	\$10,444.08	\$10,272.33	\$171.75									System

1/13/2019 12:00:00 AM 9		Payment Due	\$10,444.08	\$10,357.85	\$86.23									System
TOTAL PAYMENTS RECEIVED:			\$43,908.12	\$39,259.51	\$2,516.81	\$0.00	\$2,088.80	\$15.00	\$0.00	\$28.00	\$0.00	\$0.00	\$0.00	
TOTAL ACCOUNT RECEIVABLES:			\$96,128.52	\$90,200.62	\$3,796.10	\$0.00	\$2,088.80	\$15.00	\$0.00	\$28.00	\$0.00	\$0.00	\$0.00	
CURRENT BALANCE (WITHOUT WRITE-OFFS):			\$52,220.40	\$50,941.11	\$1,279.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

EXHIBIT L

Michael Essary, Receiver

8304 Clairemont Mesa Blvd. #207, San Diego, CA 92111
(858) 560-1178 / (858) 560-6709 fax
Toll Free (877) 581-1158

August 29, 2018

VIA EMAIL ONLY:

California Department of Public Health ("CDPH")
Manufactured Cannabis Safety Branch
PO Box 997377, MS 7606
Sacramento CA 95899-7377
(855) 421-7887
mcsb@cdph.ca.gov

Re: Notification of Court Appointed Receiver for California Cannabis Group (License Number: CDPH-T00000229)

Dear Sir or Madam:

I am writing to inform you that San Diego Superior Court has re-appointed me to act as a receiver to temporarily oversee and manage California Cannabis Group, effective August 20, 2018. (*Salam Razuki v. Ninus Malan, et al.*, San Diego Superior Court, Case No. 37-2018-00034229-CU-BC-CTL.) Attached to this email is the court order documenting my appointment to oversee and manage California Cannabis Group.

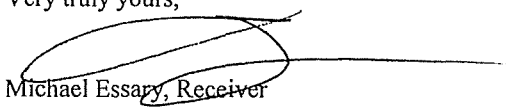
The purpose of this notification is to satisfy Section 40178 of the Readopted Emergency Manufactured Cannabis Safety Branch Regulations. As per Section 40178, I am also notifying the CDPH that I desire the business to continue operations under California Cannabis Group's temporary manufacturing license (License Number: CDPH-T00000229). Attached to this email is the completed Owner Information section of the application and a completed LiveScan Form and I am also furnishing the following information:

Receiver Name: Michael Essary
Previous Owner: Ninus Malan and all others listed on state applications.
License Number: CDPH-T00000229
Phone Number of Receiver: (858) 560-1178
Mailing Address of Receiver: 8304 Clairemont Mesa Blvd., Suite #207
San Diego, CA 92111
Email Address of Receiver: calsur@aol.com

Please contact me with any questions or if the CDPH would like any additional materials.

By signature below, I declare under penalty of perjury that the information in this letter, including the statements herein and Applicant Information attachment, are complete, true, and accurate. 17 CCR Section 40130(b).

Very truly yours,


Michael Essary, Receiver

Subject: **Notification of Court Appointed Receiver for California Cannabis Group (License Number: CDPH-T00000229)**
Date: 8/29/2018 12:46:44 PM Pacific Standard Time
From: calsur@aol.com
To: mcsb@cdph.ca.gov

Dear Sir/Madam:

Please see attached documentation about my re-appointment as receiver for this entity.

Michael Essary
Receiver

EXHIBIT M

Razuki vs Malan
Receivership - Cash Ledger

	<u>Date</u>	<u>Expense</u>	<u>Deposit</u>	<u>Balance</u>	<u>Description</u>	<u>Cleared</u>
1	7/18/2018		\$4,480.00	\$4,480.00	ATM cash from Balboa dispensary takeover	x
2	7/18/2018		\$31.69	\$4,511.69	Loose cash from Balboa dispensary takeover	x
3	7/19/2018		\$170,600.00	\$175,111.69	SoCal payment of fees/rents owed prior to receivership	x
4	7/19/2018	\$15.00		\$175,096.69	Bank wire charge for deposit	x
5	7/20/2018	\$584.19		\$174,527.50	Check #100 - Borjon - payroll to 7/15/18	x
6	7/20/2018	\$495.42		\$174,032.08	Check #101 - Bullock - payroll to 7/15/18	x
7	7/20/2018	\$392.26		\$173,639.82	Check #102 - Clarke - payroll to 7/15/18	x
8	7/20/2018	\$632.21		\$173,007.61	Check #103 - Da Silva - payroll to 7/15/18	x
9	7/20/2018	\$1,050.63		\$171,956.98	Check #104 - Davis - payroll to 7/15/18	x
10	7/20/2018	\$710.16		\$171,246.82	Check #105 - Holler - payroll to 7/15/18	x
11	7/20/2018	\$333.30		\$170,913.52	Check #106 - Moran - payroll to 7/15/18	x
12	7/20/2018	\$786.79		\$170,126.73	Check #107 - Ortega - payroll to 7/15/18	x
13	7/20/2018	\$8,000.00		\$162,126.73	Cash withdrawal for replacement \$20's for Balboa ATM	x
14	7/23/2018	\$1,652.59		\$160,474.14	Check #108 - West Coast S&S - Security/Computer vendor past due invoice	x
15	7/24/2018	\$3,400.00		\$157,074.14	Check #109 - Archstone Intl - Security for Mira Este invoice	
16	7/24/2018		\$1,259.38	\$158,333.52	Cash deposited from Balboa - found lodged in safe drop slot	x
17	7/25/2018	\$503.47		\$157,830.05	Check #110 - Mike Essary/Calsur - Labor and materials for Mira Este takeover workers	x
18	7/25/2018	\$11,968.95		\$145,861.10	Check #111 - West Coast S&S - New security/computer video equip Mira Este	x
19	7/26/2018		\$17,765.01	\$163,626.11	Bank of America proceeds from 2 SD United accounts	x
20	7/26/2018		\$910.00	\$164,536.11	Cash deposited from Balboa - Reimbursement for check to Pax Vendor	x
21	7/26/2018	\$909.95		\$163,626.16	Check #112 - Pax Labs - Pax devices for inventory	x
22	7/26/2018	\$100.00		\$163,526.16	Check #113 - Bond Services - Receiver bond annual premium	x
23	7/26/2018	\$677.73		\$162,848.43	Check #114 - A-1 Express Locksmith - Balboa deadbolt install/secure	x
24	7/26/2018	\$0.00		\$162,848.43	Check #115 - Void check for ATM deposit change over	x
25	7/27/2018	\$10,000.00		\$152,848.43	Check #116 - MMLG, LLC - Retainers for Cannabis consultant Balboa/Mira Este	x
26	7/30/2018	\$17,028.00		\$135,820.43	Michael Essary, Receiver - Receiver fees/expenses progress payment	x
27	7/30/2018	\$6,511.00		\$129,309.43	Check #117 - JHY Partners - Consulting on entities/finances/unpaid invoices	x
28	7/30/2018	\$7,375.00		\$121,934.43	Check #118 - JHY Partners - previous outstanding invoices for entity acct/consulting	x
29	7/30/2018	\$12,829.66		\$109,104.77	Check #119 - City of SD - Cannabis local tax	x
30	7/30/2018	\$7,165.95		\$101,938.82	Check #120 - Griswold Law - Receiver's attorney progress billing	x
31	7/30/2018	\$12,000.00		\$89,938.82	Check #121 - Dan Spillane - Mira Este consultants mgmt fees	x
32	7/30/2018	\$15,629.00		\$74,309.82	Check #122 - JHY Partners - various outstanding billings and services	x
33	7/30/2018	\$18,500.00		\$55,809.82	Check #123A - ABP Consulting - Contractual fees for consultants and expenses	x
34	8/1/2018		\$12,829.66	\$68,639.48	Cash deposited from Balboa - Reimbursement for check to San Diego Cannabis Tax	x
35	8/1/2018	\$500.00		\$68,139.48	Cash withdrawal for Balboa employees last day payroll - to James Manager	x
36	8/2/2018	\$1,553.45		\$66,586.03	Check #123B - Clarke - payroll	x
37	8/2/2018	\$2,276.61		\$64,309.42	Check #124 - Holler - payroll	x
38	8/2/2018	\$1,272.07		\$63,037.35	Check #125 - Borjon - payroll	x

Razuki vs Malan
Receivership - Cash Ledger

	<u>Date</u>	<u>Expense</u>	<u>Deposit</u>	<u>Balance</u>	<u>Description</u>	<u>Cleared</u>
39	8/2/2018	\$1,413.18		\$61,624.17	Check #126 - Ortega - payroll	x
40	8/2/2018	\$1,089.21		\$60,534.96	Check #127 - Bullock - payroll	x
41	8/2/2018	\$1,662.88		\$58,872.08	Check #128 - Davis - payroll	x
42	8/2/2018	\$1,605.54		\$57,266.54	Check #129 - De Silva - payroll	x
43	8/2/2018	\$1,147.03		\$56,119.51	Check #130 - Moran - payroll	x
44	8/6/2018	\$812.50		\$55,307.01	Michael Essary, Receiver - Receiver fees/expenses balance of progress payment	x
45	8/7/2018	\$0.00		\$55,307.01	Check # 131 - SDTFA - Partial State sales tax \$40,000 Voided	x
46	8/13/2018	\$9,651.00		\$45,656.01	Michael Essary, Receiver - Receiver fees/expenses progress payment	x
47	9/1/2018	\$7,658.00		\$37,998.01	Michael Essary, Receiver - Receiver fees/expenses final August 2018 payment	x
48	9/2/2018	\$12,400.78		\$25,597.23	Check #140 - Griswold Law - Receiver's attorney progress billing	

Razuki vs Malan
Receiver Billing Summary
Hourly Rate: \$250

Date	Hours	Charge	Description
8/14/2018	1	\$ 250.00	Discussion with Maura about hearing. Emails with Griswold about hearing. Compass bank emails, include Griswold. Discussion with John about accounting and update him on my ability to pay any bills.
8/15/2018	1.25	\$ 312.50	Review Griswold and defendant email about Compass bank. Comments to Griswold. Emails to Torrey Pines bank about sig cards. Meet with Torrey Pines bank to execute corrected sig cards issued week before. Emails to and from defendant and Griswold regarding Compass bank account. Emails with Griswold and Alan about compliance and State/Local notification.
8/16/2018	0.5	\$ 125.00	Multiple emails between Maura and Gina about Compass account status. Email from Compass attorney about account freeze.
8/17/2018	0.25	\$ 62.50	Emails from Don and Gina about Treez account. Emails from Griswold and Alan with license info.
8/19/2018	1	\$ 250.00	Discussion with Maura about Plaintiff position on bank accounts and operations. Discussion with John about Flip accounts and status and update him on hearing schedule/purpose. Emails from Griswold and Aaron.
8/20/2018	2.5	\$ 625.00	Emails with Griswold about added filings - review filings and research responding docs for court. Conversation with court about reporter needed - call Elia to ensure they have ordered a reporter. Conversation with John about his comments on cash ledger and items paid. Update ledger and copy of last billing for court. Prepare file for court with printouts, highlights and copies relevant to defendant dec statements.
8/20/2018		\$ 33.00	Parking for court
8/20/2018	4.5	\$ 1,125.00	Court hearing new judge. Meet with Griswold before court to discuss potential issues and responses. Hearing with Judge Sturgeon. Discussion with defendant and counsel outside court regarding Tuesday and schedule for asset control by receiver. Discussion with Elia about order and planned process. Discussion with John about court ruling and scenario going forward.
8/21/2018	1	\$ 250.00	Review of Tamara and Gina emails and Griswold comments. Comment on meeting and accounting changes for operations. Email to Gina about controls I would like implemented. Review of taxes due email from Gina. Discussion with Maura and James about upcoming SD United lawsuit and hearing.

Razuki vs Malan
Receiver Billing Summary
Hourly Rate: \$250

<u>Date</u>	<u>Hours</u>	<u>Charge</u>	<u>Description</u>
8/22/2018	3.5	\$ 875.00	<p>Review proposed order by Griswold. Multiple emails from Gina and Tamara regarding Far west contract, Judd the accountant, Treez information needed, and other transition issues. Emails from Griswold with responses/questions. Emails with Judd about accounting and tax needs. Email to John requesting information and discussion about time frames needed. Discussion with Griswold about order and format for receiver report due in 12 days. Review Gorla comments to proposed order and provide my feedback to Griswold. Email from Ninus about outstanding invoices. Emails with Pam/Natasha about Cannabis consultant appointment/phone call. Emails with numerous parties including Ninus about bills, Treez, order, Cannabis consultant.</p> <p>Discussion with Aaron on conflict concerns and current license status.</p>
8/23/2018	3.25	\$ 812.50	<p>Emails from Griswold about SoCal and property. Email to Griswold with response to SoCal request and cannabis consultant considerations. Review Balboa and Mira Este Management agreements - identify sources of income and obligation for expenses. Review bank accounts held for future use. Email from Ninus about insurance due - respond with questions. Review of revised order and partial transcript and provide comments to Griswold. Conversation with Aaron on new notices with new order. Conversation with Griswold about order re: funds and payments, assumed funding issues, etc.. Email from Griswold about inspections. Review of submitted order and Griswold dec. Discussion with and review of management agreements with Maura and James - telephone.</p>
8/24/2018	2.25	\$ 562.50	<p>Emails to Gina, Ninus about regulatory issues and accounting issues. Email with John about ADP letter. Email from John about insurance policy lapsing - called carrier and left detailed message. Emails with Don at Treez. Order checks for Wells Fargo receiver account. Email to Gorla about turning over Roselle bank account. Review emails from Gina about reg issues and Griswold about Gorla email. Conversation with Pamela - new cannabis consultant. Conversation with Aaron. Emails with Griswold and conversation.</p>
8/27/2018	2.75	\$ 687.50	<p>Emails with Gina on City tax filing. Include John and request correction. Emails with Griswold about Mira Este and general accounting issues. Call with Maura on order status and accountings from SoCal. Emails with Hope about Treez data dump. Griswold emails about Mira Este accounting. Mail Roselle check to Gorla as instructed. Meeting with Ninus and Judd about banking and accounting controls. Gina email about cannabis consultant. Emails to Griswold on accounting and banking controls. Discussion with Griswold about report and Mira Este accountings. Discussion with John about format of prior information reports needed. Emails from Gina, Griswold and to Griswold on cannabis consultant issues.</p>
8/28/2018	1.5	\$ 375.00	<p>Emails from Judd and Ninus about invoices; questions about invoices. Email Treez about contract and future relationship. Review of Far West management contract related to payments. Emails from Gorla and Griswold. Communicate with Griswold about signed order. Review order. Send order to Aaron for filing with cannabis authorities. Discussion with Aaron about regulatory notifications and order. Emails from Griswold/Gorla about Mira Este accountant. Email to Judd about same. Emails from Hope at Treez about data for Gina - emails back with authorization.</p>

Razuki vs Malan
Receiver Billing Summary
 Hourly Rate: \$250

<u>Date</u>	<u>Hours</u>	<u>Charge</u>	<u>Description</u>
8/29/2018	1.25	\$ 312.50	Call/emails with Aaron on notices. Review, execute and send regulatory notice of receivership. Emails and response with Judd about approving bills-state tax due-Mira Este role as accountant as of Monday. Emails with Griswold on responses to parties. Discussion with Maura on status of inspections and takeover process. Send out order to Ninus. Conversation with John on report formats and new order. Question about sales tax due.
8/30/2018	2	\$ 500.00	Review emails from Judd. Phone call about Mira Esta accounting and structure. Emails to Griswold and print out Judd reports. Conference call with Sal, Maura and James about SoCal reports I need, status of physical inspection, my proposed schedule of receiver report production, questions about equipment and holding company. Emails from Griswold and Gina. Communicate with Aaron about Live Scan filing and City status.
8/31/2018	2	\$ 500.00	Emails with Griswold, Gorla, Sal. Review of insurance docs from SoCal. Review of information from Gorla. Communications with Griswold about report content and items needed from parties.
Total		\$ 7,658.00	

Griswold **LAW** _____

444 S. Cedros Ave., Suite 250
Solana Beach, CA 92075
Phone: (858) 481-1300 | Fax: (888) 624-9177

Account Statement

Prepared for Michael Essary - Receiver

Re: Razuki v. Malan: Receivership

Previous Invoice Amount	\$7,165.95
Last Payment Received	
Previous Balance	\$0.00
Current Charges	\$12,400.78
Total Due	\$12,400.78

Griswold **LAW**

444 S. Cedros Ave., Suite 250

Solana Beach, CA 92075

Phone: (858) 481-1300 | Fax: (888) 624-9177

Michael Essary - Receiver

Invoice Date: September 01, 2018

Invoice Number: 11441

Invoice Amount: \$12,400.78

Matter: Razuki v. Malan: Receivership

Attorney's Fees

8/1/2018	Review counsel emails re proposed order, review period	R.C.G.	.20	\$60.00
8/1/2018	Review/reply to emails from counsel re operations transfer	R.C.G.	.30	\$90.00
8/2/2018	Review/reply to multiple emails from counsel re transition and order	R.C.G.	.60	\$180.00
8/3/2018	Review/reply to multiple emails and demands from counsel for parties re transition, funds, orders	R.C.G.	.60	\$180.00
8/3/2018	Consult with Client re party demands and control transfer	R.C.G.	.80	\$240.00
8/6/2018	Review/submit tax documentation to defendants	R.C.G.	.20	\$60.00
8/6/2018	Consult with client re transition	R.C.G.	.30	\$90.00
8/8/2018	Consult with client re new judge assignment, ex parte hearing, next steps	R.C.G.	.60	\$180.00
8/9/2018	Review/reply to multiple emails from counsel re status of receivership	R.C.G.	.40	\$120.00
8/9/2018	Review/reply to emails from counsel for Hakim re mortgages; Review mortgage documents; Consult with client	R.C.G.	.60	\$180.00
8/9/2018	Consult with client re receiver report in advance of hearing	R.C.G.	.40	\$120.00
8/9/2018	Review email demands from counsel for Defendants; consult with Client	R.C.G.	.30	\$90.00
8/9/2018	Review interim accting summary	R.C.G.	.80	\$240.00
8/9/2018	Draft correspondence to counsel for Malan re Treez and legal demands	R.C.G.	.30	\$90.00
8/9/2018	Consult with client re accounting report, accts, Treez	R.C.G.	.70	\$210.00
8/9/2018	Draft Receivers Report, declarations	R.C.G.	2.90	\$870.00
8/10/2018	Review status of entity bank accounts, status of licensing transfers	R.C.G.	1.30	\$390.00
8/10/2018	Draft correspondence to counsel for Malan re bank	R.C.G.	.30	\$90.00

	accts and licensing			
8/10/2018	Review/reply to email from counsel for Malan re accounting, file transfers and DVR; consult with Client re same	R.C.G.	.40	\$120.00
8/10/2018	Consult with Client and Treez rep re system	R.C.G.	.60	\$180.00
8/10/2018	Continue drafting interim receivers report	R.C.G.	1.80	\$540.00
8/10/2018	Research re Rules of Court, minute orders, proposed orders, judge reassignments	R.C.G.	2.30	\$690.00
8/10/2018	Coordinate/confirm agreement re Treez data archiving, user credentials	R.C.G.	.80	\$240.00
8/10/2018	File and Serve the Interim Receiver's Report and Declaration of Michael Essary	K.C.	.80	\$100.00
8/10/2018	Review/reply to email from counsel for Malan re Treez proposal	R.C.G.	.20	\$60.00
8/10/2018	Review and reply to emails re filing of ex parte papers	J.E.	.30	\$54.00
8/12/2018	Draft/review Dec of Essary; Consult with Client	R.C.G.	.90	\$270.00
8/13/2018	Review Plaintiff Supp Filings, SoCal's Supp Filings, Hakim Supp Filings	R.C.G.	1.90	\$570.00
8/13/2018	Consult with Client re supp filings by parties	R.C.G.	.60	\$180.00
8/13/2018	Prepare for ex parte hearing	R.C.G.	1.60	\$480.00
8/14/2018	Travel to/from and Attend Ex Parte Hearing	R.C.G.	1.80	\$540.00
8/14/2018	Consult with Client re results of hearing, court ruling	R.C.G.	.30	\$90.00
8/14/2018	Contact CourtCall and attempt to schedule appearance. Follow up email re same.	J.E.	.30	\$54.00
8/15/2018	Consult with Client re filing deadline and upcoming hearing	R.C.G.	.40	\$120.00
8/17/2018	Review Razuki supp briefing, Malan supp briefing, Social supp briefing, Hakim supp briefing	R.C.G.	2.70	\$810.00
8/20/2018	Prepare for hearing	R.C.G.	1.40	\$420.00
8/20/2018	Travel to/from and Attend Ex Parte TRO/Appt Hearing	R.C.G.	3.80	\$1,140.00
8/20/2018	Draft Proposed Order re 8/20 hearing	R.C.G.	.80	\$240.00
8/22/2018	Review/reply to multiple emails from counsel re receivership transition	R.C.G.	.70	\$210.00
8/22/2018	Review Far West/Balboa Ave Mgt Agmt	R.C.G.	.60	\$180.00
8/22/2018	Review Synergy/Mira Este mgt agmt	R.C.G.	.40	\$120.00
8/22/2018	TC from counsel for CPA Yaeger re status of services, invoices, 8/20 hearing	R.C.G.	.40	\$120.00
8/23/2018	Consult with Client re content of proposed order	R.C.G.	.40	\$120.00
8/23/2018	Review/reply to counsel for SoCal re status of equipment	R.C.G.	.20	\$60.00
8/23/2018	File and Serve the Declaration and Proposed Order	K.C.	.60	\$75.00
8/24/2018	Review email and docs from counsel for Hakim re allocation of funding/expenses; Consult with Client re same	R.C.G.	.40	\$120.00
8/28/2018	File and Serve the Notice of Entry of Order	K.C.	.50	\$62.50
8/28/2018	Draft Notice of Entry of Order. Prepare for filing and service.	J.E.	.60	\$108.00
8/28/2018	Review final signed Order re rcvr appt	R.C.G.	.30	\$90.00

8/28/2018	Draft correspondence to all counsel re compliance with court order	R.C.G.	.20	\$60.00
SUBTOTAL:			40.60	\$11,703.50

Costs

8/1/2018	OneLegal - courtesy copy fee for the Ex Parte re Legal Counsel Representation			\$90.00
8/10/2018	FedEx - overnight delivery of the Interim Receiver's Report to all parties (Advanced by Receiver)			\$88.68
8/13/2018	COST: SD Superior Court copy transaction fee for Malan POS			\$7.50
8/14/2018	OneLegal - courtesy copy delivery fee for the Interim Receiver's Report and supporting Declaration			\$90.00
8/20/2018	COST: SD Superior Court Parking			\$30.00
8/27/2018	OneLegal - courtesy copy delivery fee for the Declaration and Proposed Order			\$90.00
8/28/2018	OneLegal - efilng and eservice fee for the Declaration and Proposed Order			\$19.95
8/28/2018	OneLegal - efilng fee for the Interim Receiver's Report and Declaration			\$9.95
8/30/2018	OneLegal - efilng and eservice fee for the Notice of Entry of Order			\$19.95
8/31/2018	Monthly Copy Costs (1675 @ \$0.15)			\$251.25
SUBTOTAL:				\$697.28

TOTAL: \$12,400.78
PREVIOUS BALANCE DUE: \$0.00
CURRENT BALANCE DUE AND OWING: \$12,400.78

1 **PROOF OF SERVICE**

2 ***Salam Razuki v. Ninus Malan, et al.***

3 ***San Diego County Superior Court Case No. 37-2018-00034229-CU-BC-CTL***

4 I am employed in the County of San Diego, State of California. I am over the age of 18 and
5 am not a party to the within action. I am employed by Griswold Law, APC and my business address
is 444 S. Cedros Avenue, Suite 250, Solana Beach, California 92075.

6 On ***September 5, 2018***, I served the documents described as **RECEIVER MICHAEL**
7 **ESSARY'S FIRST RECEIVER'S REPORT** on each interested party, as follows:

8 **SEE ATTACHED SERVICE LIST**

9
10 **(VIA MAIL)** I placed a true and correct copy(ies) of the foregoing document in a sealed
11 envelope(s) addressed to each interested party as set forth above. I caused each such envelope, with
12 postage thereon fully prepaid, to be deposited with the United States Postal Service. I am readily
13 familiar with the firm's practice for collection and processing of correspondence for mailing with the
United States Postal Service. Under that practice, the correspondence would be deposited with the
United States Postal Service on that same day with postage thereon fully prepaid in the ordinary
course of business.

14 **(VIA OVERNIGHT DELIVERY)** I enclosed the documents in an envelope or package provided
15 by an overnight delivery carrier and addressed to each interested party. I placed the envelope or
16 package for collection and overnight delivery in the overnight delivery carrier depository at Solana
Beach, California to ensure next day delivery.

17 **X (VIA ELECTRONIC MAIL)** I caused true and correct copy(ies) of the foregoing document(s)
18 to be transmitted via **One Legal e-service** to each interested party at the electronic service addresses
listed on the attached service list.

19 **(BY FACSIMILE)** I transmitted a true and correct copy(ies) of the foregoing documents via
20 facsimile.

21 I declare under penalty of perjury under the laws of the State of California that the foregoing
22 is true and correct. Executed on ***September 5, 2018***, in Solana Beach, California.

23 

24 Katie Westendorf

SERVICE LIST

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