

May 21, 2018

VIA EMAIL ONLY

Sonoma County Citizens Advisory Commission
Pat Gilardi
Supervisor Gorin

RE: Re: Jessah Dunn/Haight Street, Inc.'s Cannabis Dispensary
Application; UPC17-0091
BCS File No.: 8322-10

Dear Commission Members, Mr. Gilardi and Supervisor Gorin,

I represent Anthony's Love, LLC. In advance of the Sonoma Valley Citizens Advisory Commission meeting set for this Wednesday, May 23rd, I write to provide you with information to hopefully assist you in evaluating Jessah Dunn's request for a cannabis dispensary use permit at 105 Fremont Drive ("the Property").

To begin, Anthony's Love, LLC has filed the attached civil complaint (Exhibit A) in Sonoma County Superior Court for fraud and other causes of action against Jessah Dunn and the owner of the Property, Big Toy Storage, LLC ("Big Toy"). As you will read, my clients believe Jessah Dunn, Big Toy and Jessah's father, Christopher Dunn (deceased), made many false representations to my clients in order to persuade them to pay approximately \$198,000 to cultivate, distribute and manufacture on the Property. Promises were made by Ms. Dunn that she would obtain the appropriate permits for the Property to conduct these activities and my clients were told that the zoning (currently Limited Commercial) could be changed to a manufacturing (M1, M2 or M3) based upon the Property's prior manufacturing past. As it turns out, Ms. Dunn never even applied for the zoning change and any such change would be extremely unlikely given the current rules and regulations governing cannabis in Sonoma County. When my clients requested a return of their money, Ms. Dunn refused. Hence, the attached civil complaint.

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As additional support for the factual allegations in the civil complaint, I have attached two recordings of Ms. Dunn taken on May 8th when touring the Property (the recordings are attached directly to this email-not as Exhibits). My clients still have possession of the Property (given that Ms. Dunn has not returned a penny of the \$198,000 and my client's right of first refusal), and the recordings were the product of equipment installed by my clients near the commencement of their lease to protect their personal property on site. My clients have run the legality of these recordings past criminal defense attorney Chris Andrian and he agrees that they were legally recorded given that Jessah Dunn did not have a reasonable expectation of privacy when entering the premises. These recordings have also been sent to Brian Keefer of Permit Sonoma, Tim Ricard, and the Sonoma County Sheriff's Department.

Along with each recording is also a word document (Exhibits B and C) to highlight relevant portions of the recordings that support my clients' case that they were lied to and that Ms. Dunn is in the process of finding other investors whose money she hopes to possess. You will also hear (or read if you want to refer just to the word documents) where Jessah Dunn repeatedly states that she is not interested in running a cannabis dispensary and simply wants to sell the dispensary and move on. She also appears to misrepresent the current status of the use permit as approved.

Confirming that Ms. Dunn is currently in the process of selling the Property (and the non-transferable dispensary use permit), I was recently informed by Jessah Dunn's attorney that they were expecting a \$100,000 deposit for the sale of the Property.

As additional support for the belief that Ms. Dunn is currently seeking to sell the Property (and the use permit), I have also attached some recent Craig's List and Loop Net postings (Exhibit D). As you will see, Ms. Dunn represents that she is selling an "Approved Cannabis Dispensary Application" for \$7,000,000. (Of course, her use permit is far from being "approved.") She also advertised for investors in a "Cannabis Campus Development" and represents that the Property has "previously been used for cannabis cultivation" which, given the current zoning, is illegal. Moreover, in Jessah Dunn's dispensary permit application, she represented that there were currently no other cannabis uses associated with the Property--a statement that is difficult to reconcile with her recent advertisements.

As additional support that Jessah Dunn's attempt to sell the Property will likely be fraudulent, I thought you should know that the owner of the Property at 105 Fremont, Big Toy Storage, LLC is a suspended entity and has been suspended since 2014. I'm not sure how this impacts the Dispensary Use Permit Application, but the impact of an LLC or corporation being placed in suspended status is substantial. When an LLC is suspended, it loses all rights and privileges and cannot legally operate. In that

regard, a suspended LLC is typically required to close its business and stop all business-related activity. Moreover, a suspended LLC cannot sue or defend an action in court. Furthermore, a suspended LLC that provides services, or goods, to third parties while suspended may not be able to collect payment for such services or goods since the suspended LLC technically was not permitted to engage in any business transactions.

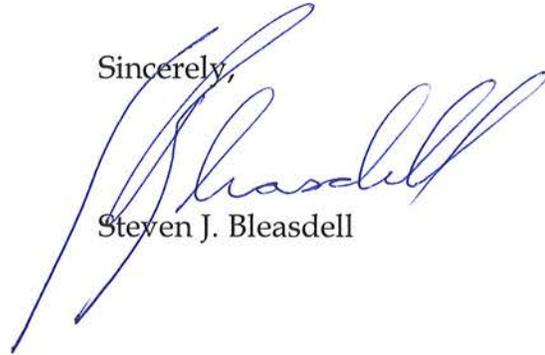
In a very real sense, any attempt to sell the Property would be impossible given that the owner (Big Toy) cannot enter into contracts. Moreover, whatever contractual relationship exists between the owner of the Property and the applicant (Haight Street, Inc.) is likely unenforceable since the owner has not had legal capacity to contract since January 2, 2014 (long before Haight Street even came into existence).

To support the suspended status of Big Toy, I have attached certified copies of documents recently obtained from the California Secretary of State (Exhibit E). Instead of paying the back taxes or penalties that must have caused the suspension, Chris Dunn (Jessah Dunn's father and original signatory to the use permit application) instead filed a new LLC with exactly the same name on January 16, 2018. This new Big Toy Storage, LLC has a different entity number (201801610426) than the Big Toy Storage LLC that actually owns the Property (200723210028) and has no ownership interest in the Property (I have checked public records and the last deed transfer for the Property was 9/19/2007 from the Spanier Family Living Trust to Big Toy Storage, LLC. This was just before Big Toy Storage was registered with the California Secretary of State on August 20, 2007).

Finally, I suspect the Board will be interested to know that Big Toy's lender on the Property, Thomas Spanier, recently recorded the attached "Notice of Default" (Exhibit F) informing that Big Toy owes \$3,050,000+ on the Property and demanding that amount be paid to avoid foreclosure. Along with the recordings and the recent postings attempting to sell the Property, the Notice of Default supports a conclusion that Ms. Dunn is desperate to sell the Property for millions and has no interest in becoming a responsible and contributing member of the cannabis community. This is all about money for Ms. Dunn and, most probably, money that will be ill gotten in the end.

I understand that when use permit applicants present to your Board, they often stand before you with a message of community spirit, responsible cannabis stewardship and caring about the citizenry. I write to hopefully provide some context for you to better appreciate the veracity of Jessah Dunn's anticipated presentation. Thank you for your time and consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bleasdel", written over the printed name.

Steven J. Bleasdel

Enclosures

EXHIBIT A

8377-10 CALENDARED
Firm _____
Compulaw 4/6/18m
ENDORSED
FILED
MAR 16 2018
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SONOMA

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Attorneys for Plaintiff ANTHONY'S LOVE LLC, JOHN LOBRO
and JANI FRIEDMAN

SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF SONOMA

**ANTHONY'S LOVE, LLC, a California
limited liability company; JOHN LOBRO, an
individual; JANI FRIEDMAN, an individual,**

Plaintiffs,

vs.

**BIG TOY STORAGE, LLC, a California
limited liability company; JESSAH DUNN, an
individual; THE ESTATE OF
CHRISTOPHER R. DUNN, and DOES 1-20,
inclusive,**

Defendants.

CASE NO. SCV 262154
(Unlimited Civil)

COMPLAINT FOR:

- (1) BREACH OF CONTRACT-LEASE
- (2) BREACH OF ORAL CONTRACT
- (3) FRAUD
- (4) NEGLIGENCE MISREPRESENTATION
- (5) MONEY HAD AND RECEIVED
- (6) DECLARATORY RELIEF

Plaintiffs ANTHONY'S LOVE LLC ("ANTHONY'S"), JOHN LOBRO ("LOBRO") and JANI
FRIEDMAN ("FRIEDMAN") allege as follows:

PRELIMINARY ALLEGATIONS

1. Plaintiff ANTHONY'S is, and at all times relevant herein was, a California limited
liability company, lawfully organized and authorized to do business in the State of California, with its
principal place of business located in the County of Sonoma.

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2. Plaintiff LOBRO, is an individual residing in Sonoma County, California.

3. Plaintiff FRIEDMAN, is an individual residing in Sonoma County, California.

4. Collectively, ANTHONY'S, LOBRO and FRIEDMAN may sometimes be referred to herein as Plaintiffs.

5. Plaintiffs are informed and believe, and thereon allege, that Defendant BIG TOY STORAGE, LLC ("BIG TOY") is, and at all times relevant herein was, a California limited liability company doing business in the County of Sonoma, State of California, with its principal place of business located in the unincorporated Sonoma County town of Vineburg.

6. Plaintiffs are informed and believe that Defendant JESSAH DUNN ("J. DUNN") is an individual residing in Placer County, California and is a member and/or manager of BIG TOY.

7. Plaintiffs are informed and believe that Defendant THE ESTATE OF CHRISTOPHER R. DUNN ("C. DUNN"), is an entity, form unknown, that is handling, or in charge of, the estate of Christopher R. Dunn, a deceased individual, that previously resided in Sonoma County, California and was a member and/or manager of BIG TOY.

8. BIG TOY, J. DUNN and C. DUNN may sometimes be referred to collectively herein as Defendants.

9. Plaintiffs are informed and believe, and on that basis allege, that at all times mentioned herein, there existed, and now exists, a unity of interest and ownership between BIG TOY and J. DUNN and C. DUNN, such that any individuality and separateness between them has ceased and that Defendant BIG TOY is the alter-ego of Defendants J. DUNN and C. DUNN and of each other, in that,

1 on information and belief, at all times material hereto: (a) J. DUNN and/or C. DUNN were the
2 founders, majority owners, managing members, and/or principals of BIG TOY; (b) J. DUNN and/or C.
3 DUNN provided operating capital to BIG TOY; (c) J. DUNN and/or C. DUNN effectively made all of
4 the important business decisions regarding the activities of BIG TOY; (d) J. DUNN and/or C. DUNN,
5 and the other members of BIG TOY (if any), at J. DUNN's and/or C. DUNN's direction, ignored the
6 limited liability company formalities for BIG TOY; (e) J. DUNN and/or C. DUNN co-mingled the
7 funds and assets of BIG TOY with their own; (f) BIG TOY and J. DUNN and/or C. DUNN occupied
8 and operated out of the same address; (g) J. DUNN and C. DUNN used BIG TOY funds to purchase
9 goods, services and/or property for their own account and/or engaged in other financial transactions
10 with BIG TOY funds for their own benefit and to the detriment of BIG TOY's creditors.

11
12 10. Adherence to the fiction of the separate existence of BIG TOY as distinct from J. DUNN
13 and C. DUNN (and other members, if any) would permit an abuse of the limited liability company form
14 and would promote an injustice in that (a) BIG TOY was under-capitalized for the business it was
15 engaged in; (b) J. DUNN and C. DUNN manipulated the assets of BIG TOY to the detriment of
16 creditors, *inter alia*, transferring the assets of BIG TOY to J. DUNN and C. DUNN (or another business
17 entity owned by J. DUNN and/or C. DUNN) rather than paying the debts that BIG TOY owes to
18 Plaintiffs and other creditors; and (c) J. DUNN and C. DUNN obtained the proceeds of loans and
19 refundable payments made to BIG TOY.

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21 11. The true names and capacities, whether individual or partnership, corporate, associate, or
22 otherwise, of the defendants named in this complaint as sued herein as DOES 1 through 20, inclusive,
23 are unknown to Plaintiffs who therefore sues these defendants by such fictitious names. Plaintiffs will
24 amend this complaint to show such true names and capacities when it has ascertained the same.

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26 12. Plaintiffs are informed and believes, and thereon alleges that, at all times herein
27 mentioned, each of the defendants sued herein was the agent and/or employee of each of the remaining
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1 defendants and in doing the things mentioned in this complaint, each defendant was acting within the
2 scope of such agency and/or employment.

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4 **FACTUAL BACKGROUND**

5 **The Lease**

6 13. BIG TOY owns real property located at 105 Fremont Drive, Sonoma, California, APN:
7 128 461-012 (hereinafter the "Property"). On or about December 7, 2017, BIG TOY as the Lessor, and
8 ANTHONY'S as the Lessee, entered into a "Commercial Lease And Deposit Receipt" (hereinafter
9 "Lease") wherein BIG TOY agreed to lease an existing building on the Property (the "Premises") to
10 ANTHONY'S. Per Section 4 of the Lease, the use of the Premises was expressly for "Cannabis
11 Associated Uses" and "no other purpose." True and correct copies of the Lease, and Addendum No. 1
12 to the Lease (the "Lease Addendum"), are attached hereto as Exhibit A.

13
14 14. Per California law and Sonoma County codes and regulations, prior to the cultivation,
15 manufacturing or distribution of cannabis, appropriate permits must be obtained from the governmental
16 authorities and the property must be properly zoned for cannabis associated activities. Prior to entering
17 into the Lease, and in connection therewith, Defendants represented that the Property was properly
18 zoned for the growing and manufacture of cannabis. Defendants also represented, on behalf of Lessor,
19 that they had obtained appropriate temporary permits from Sonoma County that would allow
20 ANTHONY'S to immediately commence operations consistent with the "Use" as set forth in Section 4
21 of the Lease.

22
23 15. Additionally, Defendants expressly represented, warranted, promised and agreed in
24 Section 6 of the Lease Addendum that Defendants would "obtain all necessary permits, building permits
25 and associated permits *relating to the use* of the Premises . . ." [Emphasis added.]
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1 16. Upon entering into the Lease, and in reliance upon Defendants' promises and
2 representations, ANTHONY'S paid \$84,000 to Defendants. Of this amount, \$64,000 was a deposit and
3 \$21,000 was for rent for the period of December 1, 2017 through December 31, 2017. Thereafter,
4 ANTHONY'S paid an additional \$21,000 in rent for the month of January, 2018 and an additional
5 \$21,000 for the month of February and commenced improvements to the Premises in preparation for
6 commencing operations consistent with the use provisions of the Lease.

7
8 17. Eventually, ANTHONY'S discovered that Defendants' representations as to the permits
9 and the zoning of the Property were untrue. No temporary permits had been obtained and the Property
10 was not zoned for the cultivation of cannabis. ANTHONY'S has recently discovered that the zoning for
11 the Property is LC ("Limited Commercial") and, based upon information and belief as well as
12 discussion with Sonoma County employees, is a zoning designation which means that cannabis cannot
13 legally be cultivated or manufactured anywhere on the Property. As a result, the Lease is currently
14 illegal (at least partially) without any possible benefit to ANTHONY'S as ANTHONY'S cannot make
15 use of the Premises without violating the law and without violating the terms of the Lease which
16 provides that "no other use" other than "Cannabis Associated Uses" is allowed.

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18 18. After discovering the misrepresentations, ANTHONY'S ceased paying any further rent,
19 demanded that Defendants cure their breach of the Lease and demanded the return of the prior monthly
20 Lease payments given that ANTHONY'S derived no value from the Lease and BIG TOY failed to
21 deliver the Premises as promised.

22
23 19. In response, J. DUNN represented to ANTHONY'S that Defendants are working on
24 curing the lack of permits and believes that she can convince the Sonoma County Permit & Resource
25 Management Department ("PRMD") to issue cannabis related permits due to the historic use of the
26 Property for textile manufacturing. To date, this has not occurred and ANTHONY'S remains unable to
27 use the Premises consistent with the Lease use provision specifying "cannabis associated uses and for
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1 no other purposes” without violating the law. While ANTHONY’S is willing to temporarily keep the
2 \$63,000 deposit in place in order to allow Defendants time to cure their breach and obtain appropriate
3 permits, ANTHONY’S seeks return of the \$63,000 paid as rent for the months of December, 2017
4 (\$21,000), January, 2018 (\$21,000) and February, 2018 (\$21,000). ANTHONY’S has expressly
5 informed J. DUNN that when Defendants deliver the Premises in a condition such that ANTHONY’S
6 can use the Premises for “Cannabis Associated Uses”, ANTHONY’S will re-commence making timely
7 rental payments.

8
9 20. Upon ANTHONY’S discontinuation of rental payments, J. DUNN has demanded that
10 ANTHONY’S continue to make rental payments and represented that she will seek to rent the Premises
11 to a new tenant should rental payments not resume. However, ANTHONY’S is not seeking to
12 terminate the Lease and contends that Defendants are bound by the terms of the Lease and must use all
13 reasonable efforts to cure their breaches and misrepresentations. The Lease Addendum also provides
14 that BIG TOY “desires to obtain a permit for a dispensary on the property” and that BIG TOY “agrees
15 to provide Lessee with the right of first refusal in connection with the purchase of the permit for the
16 dispensary.” The Lease Addendum further provides that “Lessee shall have the right of first refusal to
17 rent any and all rental space available in any new building(s) constructed on the Property.”

18
19 21. ANTHONY’S contends that these rights of first refusal are binding upon BIG TOY and
20 Defendants as a whole, regardless of whether Defendants are able to cure Defendants breach of the
21 Lease and the associated lack of permitting for the Property. ANTHONY’S further contends that the
22 \$63,000 deposit obligates BIG TOY, and or its successors, assigns or affiliated companies, including
23 but not limited to Haight Street, Inc. (an entity believed to be controlled by Defendants that has applied
24 to Sonoma County for the Dispensary Permit on the Property), to honor the rights of first refusal. If
25 BIG TOY cannot, and either fails to get the dispensary permit and/or cannot legally transfer the
26 dispensary permit to ANTHONY’S, Defendants must also return the \$63,000 deposit.

The Letters of Intent To Lease Dispensary and Other Areas

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2 22. In December of 2017, Defendants prepared and delivered to Plaintiffs LOBRO,
3 FRIEDMAN and ANTHONY'S, three Letters of Intent. One was entitled "Letter Of Intent To Lease
4 Dispensary" ("Dispensary LOI"). The others were entitled "Letter of Intent To Lease Area For
5 Cannabis" and "Letter Intent To Lease" that were, respectively, letters pertaining to 108 Fremont Drive
6 and 109 Fremont Drive. Collectively, all three Letters of Intent shall be referred to herein as the
7 "LOIs". True and correct copy of the 3 LOIs are attached hereto as Exhibit B. Plaintiffs LOBRO,
8 FRIEDMAN and ANTHONY'S are "referred to as Lessee" and BIG TOY and C. DUNN are "referred
9 to as Lessor" in each of the LOIs.

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11 23. As set forth in identical language in each of the LOIs, they were "intended solely as a
12 preliminary expression of general intentions and is to be used for discussion purposes only and as a
13 format for the terms and conditions of a Lease Agreement." Each also specifies that they are "non-
14 binding" and that "[o]nly a fully executed Lease Agreement for the above described property will be the
15 binding agreement between the parties."

16
17 24. While the LOIs were signed by LOBRO and FRIEDMAN on December 27, 2017,
18 Plaintiffs are informed and believe that none were signed by any of the Defendants. In connection with
19 the LOIs, Plaintiff LOBRO delivered to J. DUNN a total of \$70,000 (Seventy Thousand Dollars) and J.
20 DUNN provided a receipt for the \$70,000. A copy of the receipt signed by J. DUNN is attached hereto
21 as Exhibit C. The payment of \$70,000 was only a good faith payment (\$50,000 for the Dispensary LOI
22 and \$10,000 for the other two LOIs) which were paid upon Defendants' representations that the
23 payments were necessary to secure the possibility of binding lease agreements, and also upon
24 Defendants' representations and promises that if binding lease agreements were not executed, the funds
25 would be returned.

SECOND CAUSE OF ACTION
(Breach of Oral Contract)
By Plaintiffs Against All Defendants and Does 1-10

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3 30. Plaintiffs hereby incorporate by reference, as if fully stated herein, paragraphs 1 through
4 29 above.

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6 31. By the plain terms of the non-binding LOIs, and by and through representations and
7 promises made by Defendants, it was agreed by Defendants and Plaintiffs that any funds tendered by
8 Plaintiffs in connection with LOIs would be returned unless an actual binding lease agreement for the
9 dispensary was executed.

10 32. No binding lease agreements were executed and Plaintiffs have demanded the return of
11 the \$70,000 payment. Defendants have failed and refused to return any of the funds.

12
13 33. As a result of Defendants' breaches, Plaintiffs have suffered damages, and continues to
14 suffer damages, in the amount of \$70,000, plus pre-judgment interest, and attorney's fees and costs.

15 Wherefore, ANTHONY'S prays for judgment as set forth below.

THIRD CAUSE OF ACTION
(Fraud-Fraudulent Inducement)
Against all Defendants and Does 1-10

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19 34. Plaintiffs hereby incorporate by reference, as if fully stated herein, paragraphs 1 through
20 33 above.

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22 35. In connection with, prior to, and during the negotiations for the Lease, Defendants, made
23 several material and intentional misrepresentations of fact and promises to perform. These
24 representations and promises were false because Defendants did not intend to abide by these promises
25 and did not believe the representations to be true. Among other misrepresentations, Defendants
26 represented that the Property was properly zoned for the cultivation and manufacture of cannabis.
27 Defendants also represented that they had obtained the appropriate temporary permits that would allow
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1 ANTHONY'S to immediately commence operations consistent with the "Use" as set forth in Section 4
2 of the Lease. Defendants also expressly represented and promised in Addendum No. 1 to the Lease,
3 Section 6, that Defendants would "obtain all necessary permits, building permits and associated permits
4 relating to the use of the Premises . . ." In connection with the LOIs, Defendants represented and
5 agreed that the LOI's were non-binding and that they would return the \$70,000 good faith tender by
6 Plaintiffs if the parties were unable to execute binding lease agreements with respect to the properties
7 referenced in the LOIs.

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9 36. Plaintiffs reasonably and justifiably relied upon Defendants false representations in
10 agreeing to enter into the LOIs, making a \$70,000 good faith tender, and paying \$63,000 in lease
11 payments pursuant to the Lease. Plaintiffs also paid a deposit of \$63,000 in connection with the Lease
12 based upon Defendants' representations that they could get permanent permits to conduct cannabis
13 operations which may turn out to be untrue. Defendants knowingly or recklessly made these false
14 material representations and promises to Plaintiffs with the intent to deceive Plaintiffs and induce
15 Plaintiffs to rely upon the fraudulent representations so that Plaintiffs would pay money to Defendants.

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17 37. Plaintiffs were unaware of the falsity of Defendants' representations. Had Plaintiffs
18 known that Defendants' representations were false, Plaintiffs would never have made any payments
19 pursuant to the Lease until it could actually have some benefit to Plaintiffs. Moreover, Plaintiffs would
20 never have paid \$70,000 to Defendants in connection with the non-binding LOIs. As a result of
21 Defendants' intentional misrepresentations and fraudulent inducement to get Plaintiffs to part with
22 money, Plaintiffs suffered damages and continue to suffer damages in an amount to be proven at trial
23 but believed to exceed \$133,000, plus interest. If Defendants' representation that the Premises can be
24 permitted for the cultivation and/or manufacture of cannabis also turns out to be untrue, Plaintiffs'
25 damages will increase to at least \$196,000 (\$63,000 in payments on the Lease, the \$63,000 Lease
26 deposit, plus the \$70,000 good faith tender pursuant to the Dispensary LOI).

1 38. Plaintiffs allege that the aforementioned conduct of Defendants was malicious,
2 fraudulent and oppressive within the meaning of California Civil Code § 3294 and was undertaken with
3 the intention on the part of Defendants to deprive Plaintiffs of property money and or legal rights and
4 constitutes conduct that is despicable, subjecting Plaintiffs to a cruel and unjust hardship in conscious
5 disregard of Plaintiffs' rights, so as to justify an award of exemplary and punitive damages according to
6 proof.

7 Wherefore, ANTHONY'S prays for judgment as set forth below.

8 **FOURTH CAUSE OF ACTION**
9 **(Negligent Misrepresentation)**
10 **By Plaintiffs Against All Defendants and Does 1-10**

11 39. Plaintiffs hereby incorporate by reference, as if fully stated herein, paragraphs 1 through
12 38 above.

13 40. When Defendants made the above set forth representations, Defendants had no
14 reasonable grounds to make the representations. Defendants made these representations with the
15 intention to deceive and defraud Plaintiffs and to induce them to act in reliance on these representations,
16 and with the expectation that Plaintiffs would so act.

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18 41. At the time Defendants made these representations, Plaintiffs believed them to be true.
19 In reliance on these representations, Plaintiffs were induced to deliver, and did in fact deliver, \$196,000
20 in funds to Defendants.

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22 42. Had Plaintiffs known the true facts, they would not have delivered the funds to
23 Defendants. Plaintiffs' reliance on Defendants' representations was justified.

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25 43. As a proximate result of Defendants' conduct and representations, Plaintiffs suffered
26 damages and continues to suffer damages in an amount to be proven at trial but believed to exceed
27 \$133,000, plus interest. If Defendants' representation that the Premises can be permitted for the
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1 cultivation and/or manufacture of cannabis also turns out to be untrue, Plaintiffs' damages will increase
2 to at least \$196,000 (\$63,000 in payments on the Lease, the \$63,000 Lease deposit, plus the \$70,000
3 good faith tender pursuant to the LOIs).

4
5 44. Plaintiffs allege that the aforementioned conduct of Defendants was malicious,
6 fraudulent and oppressive within the meaning of California Civil Code § 3294 and was undertaken with
7 the intention on the part of Defendants to deprive Plaintiffs of property money and or legal rights and
8 constitutes conduct that is despicable, subjecting Plaintiffs to a cruel and unjust hardship in conscious
9 disregard of Plaintiffs' rights, so as to justify an award of exemplary and punitive damages according to
10 proof.

11 Wherefore, ANTHONY'S prays for judgment as set forth below.

12 **FIFTH CAUSE OF ACTION**
13 **(Common Count—Money Had and Received)**
14 **By Plaintiffs Against All Defendants and Does 1-10**

15 45. Plaintiffs hereby incorporate by reference, as if fully stated herein, paragraphs 1 through
16 44 above.

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18 46. In association with the Lease and the LOIs, defendant paid, laid out, provided and/or
19 expended, at least \$196,000 to Defendants, or some of them, at Defendants' special insistence and
20 request. Defendants were either not entitled to receive that money, or were obligated to return that
21 money to Plaintiffs upon demand. Despite Plaintiffs' demand and insistence that at least \$133,000 of
22 that money be returned, Defendants have failed and refused to return any of it.

23
24 47. As a proximate result of Defendants' conduct, Plaintiffs suffered damages and continues
25 to suffer damages in an amount to be proven at trial but believed to exceed \$133,000, plus interest. If
26 Defendants' representation that the Premises can be permitted for the cultivation and/or manufacture of
27 cannabis also turns out to be untrue, Plaintiffs' damages will increase to at least \$196,000 (\$63,000 in
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1 payments on the Lease, the \$63,000 Lease deposit, plus the \$70,000 good faith tender pursuant to the
2 LOIs).

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4 Wherefore, ANTHONY'S prays for judgment as set forth below.

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6 **SIXTH CAUSE OF ACTION**
7 **(Declaratory Relief)**
8 **By ANTHONY'S Against All Defendants and Does 1-10**

9 48. Plaintiffs hereby incorporate by reference, as if fully stated herein, paragraphs 1 through
10 47 above.

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12 49. Actual controversies have arisen and now exist between ANTHONY'S and Defendants
13 with respect to their rights and obligations under the Lease and the Lease Addendum.

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15 50. ANTHONY'S contends all the following: a.) That the obligations set forth in the Lease
16 and Lease Addendum remain binding upon BIG TOY regardless of whether ANTHONY'S continues to
17 pay rent as demanded by Defendants; b.) That Defendants cannot lease the Premises to others; c.) That
18 Defendants must honor BIG TOY's lease obligations by making every effort to "obtain all necessary
19 permits" for the cultivation or manufacture of cannabis on the Property and, if unsuccessful return all
20 funds paid by ANTHONY'S in connection with the Lease (\$126,000); d.) That the \$63,000 deposit paid
21 by ANTHONY'S to BIG TOY in connection with the Lease, obligates BIG TOY, and or its successors,
22 assigns or affiliated companies, including but not limited to Haight Street, Inc. (an entity believed to be
23 controlled by Defendants that has applied to Sonoma County for the Dispensary Permit on the
24 Property), to honor the rights of first refusal contained in the Lease Addendum and that Defendants are
25 therefore barred from attempting to lease or sell the dispensary, or other buildings constructed on the
26 Property, to others without first offering to lease or sell them to ANTHONY'S; and e.) That Defendants
27 are only relieved of any of their Lease Obligations (if at all), once Defendants make every effort and fail

1 to obtain permits for the cultivation or manufacture of cannabis on the Property, and Defendants and
2 their related or controlled entities (including but not limited to Haight Street, Inc.) fail to get the
3 dispensary permit and Defendants return all funds paid to Defendants (\$126,000), and all of
4 ANTHONY'S expenses associated with the Lease and the Lease Addendum are reimbursed.

5
6 51. ANTHONY'S is informed and believes, and thereon alleges, that Defendants disagree
7 with the above contentions and believe that ANTHONY'S must continue to pay rent despite the fact
8 that the express use provision in the Lease for "Cannabis Associated Uses and for no other purpose" is
9 currently impossible and illegal. ANTHONY'S is also informed and believes, and thereon alleges, that
10 Defendants are seeking to violate the Lease by leasing the Premises to others, and that Defendants
11 believe they can keep all of ANTHONY'S money without honoring Defendants' obligations set forth in
12 the Lease and the Lease Addendum.

13
14 52. ANTHONY'S desires a judicial determination and a resultant declaration as to the
15 rights, obligations and duties of the parties vis-à-vis the Lease and the Lease Addendum as set forth
16 above. A declaration of the rights, obligations and duties of ANTHONY'S and Defendants with respect
17 to these issues is necessary and appropriate at this time in these circumstances in order that
18 ANTHONY'S and Defendants can ascertain their respective rights in the Property and the Premises and
19 their obligations going forward.

20
21 WHEREFORE, ANTHONY'S prays for judgment against Defendants as follows:

22 On the First Cause of Action for Breach of Written Contract:

- 23 1. Damages in the amount of \$63,000 or \$126,000 depending upon whether
24 Defendants can secure appropriate permits for the cultivation of cannabis on the
25 Property.

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On the Second Cause of Action for Breach of Oral Contract:

1. Damages in the amount of \$70,000.

On the Third Cause of Action for Fraud:

1. Damages in the amount of \$133,000 or \$196,000 depending upon whether Defendants can secure appropriate permits for the cultivation of cannabis on the Property.
2. For Punitive Damages according to proof.

On the Fourth Cause of Action for Negligent Misrepresentation:

1. Damages in the amount of \$133,000 or \$196,000 depending upon whether Defendants can secure appropriate permits for the cultivation of cannabis on the Property.
2. For Punitive Damages according to proof.

On the Fifth Cause of Action for Money Had And Received:

1. Damages in the amount of \$133,000 or \$196,000 depending upon whether Defendants can secure appropriate permits for the cultivation of cannabis on the Property.

On the Sixth Cause of Action for Declaratory Relief:

1. For a Judicial Declaration of the following:
 - a.) That the obligations set forth in the Lease and Lease Addendum remain binding upon BIG TOY regardless of whether ANTHONY'S continues to pay rent as demanded by Defendants.
 - b.) That Defendants cannot lease the Premises to others.

1 c.) That Defendants must honor BIG TOY's lease obligations by making every
2 effort to "obtain all necessary permits" for the cultivation or manufacture of
3 cannabis on the Property and, if unsuccessful return all funds paid by
4 ANTHONY'S in connection with the Lease (\$126,000).

5 d.) That the \$63,000 deposit paid by ANTHONY'S to BIG TOY in connection
6 with the Lease, obligates BIG TOY, and or its successors, assigns or affiliated
7 companies, including but not limited to Haight Street, Inc. (an entity believed to
8 be controlled by Defendants that has applied to Sonoma County for the
9 Dispensary Permit on the Property), to honor the rights of first refusal contained
10 in the Lease Addendum and that Defendants are therefore barred from attempting
11 to lease or sell the dispensary, or other buildings constructed on the Property, to
12 others without first offering to lease or sell them to ANTHONY'S.

13 e.) That Defendants are only relieved of any of their Lease Obligations (if at all),
14 once Defendants make every effort and fail to obtain permits for the cultivation
15 or manufacture of cannabis on the Property, and Defendants and their related or
16 controlled entities (including but not limited to Haight Street, Inc.) fail to get the
17 dispensary permit and Defendants return all funds paid to Defendants (\$126,000),
18 and all of ANTHONY'S expenses associated with the Lease and the Lease
19 Addendum are paid.

20 For All Causes of Action:

- 21 1. Pre-Judgment interest at the rate of 10% per annum from the time of Defendants
22 demanded return of the money until Judgment.
- 23 2. For reasonable attorneys' fees according to proof;
- 24 3. For costs of suit incurred herein; and

25
26 ///

27 ///

4. For such other and further relief as the court deems just and proper.

DATED: March 16, 2018

BEYERS COSTIN SIMON

By: _____

Steven J. Bleasdel
STEVEN J. BLEASDELL
Attorneys for Plaintiffs

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EXHIBIT A

COMMERCIAL LEASE AND DEPOSIT RECEIPT

AGENCY RELATIONSHIP CONFIRMATION. *Note: This confirmation does NOT take the place of the AGENCY DISCLOSURE form which may be required by law.* The following agency relationship is hereby confirmed for this transaction and supersedes any prior agency election (if no agency relationship, insert "NONE"):

LISTING AGENT: _____ is the agent of (check one):
(Print Firm Name)

the Lessor exclusively; or both the Lessee and the Lessor.
LEASING AGENT: _____ (if not the same as the Listing Agent) is the agent of (check one):
(Print Firm Name)

the Lessee exclusively; or the Lessor exclusively; or both the Lessee and the Lessor.

RECEIVED FROM Anthony's Love LLC hereinafter referred to as LESSEE, the sum of \$ 34,000 (eight four thousand and no/100 dollars) evidenced by _____ as a deposit which will belong to Lessor and will be applied as follows:

	TOTAL	RECEIVED	BALANCE DUE PRIOR TO OCCUPANCY
Rent for the period from <u>12/01/2017</u> to <u>12/31/2017</u>	\$ <u>21,000.00</u>	\$ _____	\$ <u>21,000.00</u>
Security deposit (not applicable toward last month's rent)	\$ <u>42,000.00</u>	\$ _____	\$ <u>42,000.00</u>
Other _____	\$ <u>21,000.00</u>	\$ _____	\$ <u>21,000.00</u>
TOTAL	\$ <u>84,000.00</u>	\$ _____	\$ <u>84,000.00</u>

In the event this Lease is not accepted by the Lessor within 3 days, the total deposit received will be refunded. Lessee offers to lease from Lessor the premises described as 105 Fremont Dr Sonoma CA 94476 ("the Premises") consisting of approximately 10,500 rentable square feet, which is approximately 10 % of the total rental square footage of the entire property, upon the following terms and conditions:

1. **TERM.** The term will commence on (date) December 01, 2017, and end on (date) November 30, 2020.
2. **RENT.** The base rent will be \$ 21,000.00 per month payable on the 1st day of each month. After the first 12 months the rent will be adjusted as follows:

SELECT OPTION:

INDEXED LEASE: Effective upon the first day of the month immediately following the expiration of 12 months from date of commencement of the term, and upon the expiration of each 12 months thereafter, in accordance with changes in the U.S. Consumer Price Index for All Urban Consumers (1982-84 = 100), or (other index) _____ ("CPI"). The base rent will be increased to an amount equal to the monthly rent, multiplied by a fraction, the numerator of which is the CPI for the second calendar month immediately preceding the adjustment date, and the denominator of which is the CPI for the second calendar month preceding the commencement of the Lease term; provided however, that the monthly rent will not be less than that immediately preceding the adjustment.

OR SELECT OPTION:

FLAT LEASE: Effective upon the first day of the month immediately following the expiration of 12 months from the date of commencement of the term, and upon the expiration of each 12 months thereafter, the rent will increase None % annually or _____

All rents will be paid to Lessor or his or her authorized agent, at the following address _____ or at such other places as may be designated by Lessor from time to time. In the event rent is not received by Lessor within 5 days after due date, Lessee agrees to pay a late charge of \$ 200.00 plus interest at 12 % per annum on the delinquent amount. Lessee further agrees to pay \$ 200.00 for each dishonored bank check. The late charge period is not a grace period, and Lessor is entitled to make written demand for any rent if not paid when due.

3. **NET LEASE PROVISIONS.** Lessee agrees to pay, in addition to the base monthly rental set forth in Item 2, Lessee's proportionate share of the Lessor's operating expenses, including utility and service costs, insurance, real property taxes, and common area maintenance. Lessee's share is based on the ratio of the square footage of the Premises to the total square footage of the rental space of the entire property of which the Premises are a part. Lessee's monthly share of said expenses at the commencement of the term is \$ To be determined.
4. **USE.** The premises are to be used for the operation of CANNABIS ASSOCIATED USES and for no other purpose, without prior written consent of Lessor. Lessee will not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building.
5. **USES PROHIBITED.** Lessee will not use any portion of the premises for purposes other than those specified. No use will be made or permitted to be made upon the premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering the property. Lessee will not conduct or permit any sale by auction on the premises.

Lessee [Signature] has read this page.

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6. **ASSIGNMENT AND SUBLETTING.** Lessee will not assign this Lease or sublet any portion of the premises without prior written consent of the Lessor, which will not be unreasonably withheld. Any such assignment or subletting without consent will be void and, at the option of the Lessor, will terminate this Lease.

7. **ORDINANCES AND STATUTES.** Lessee will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the premises. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the premises will, at the option of the Lessor, be deemed a breach of this Lease.

8. **MAINTENANCE, REPAIRS, ALTERATIONS.** Unless otherwise indicated, Lessee acknowledges that the premises are in good order and repair. Lessee will, at his or her own expense, maintain the premises in a good and safe condition, including plate glass, electrical wiring, plumbing and heating and air conditioning installations, and any other system or equipment. The premises will be surrendered, at termination of the Lease, in as good condition as received, normal wear and tear excepted. Lessee will be responsible for all repairs required during the term of the lease, ~~except the following which will be maintained by Lessor: roof, exterior walls, parking lot, structural foundations (including any retrofitting required by governmental authorities) and the following: LESSOR IS TO MAINTAIN SURROUNDING AREAS AND LESSEE WILL REIMBURSE LESSOR FOR LESSORS EXPENSES~~

The cost of alterations required by local, state or federal law (such as the Americans with Disabilities Act) as a result of Lessee's use of the premises shall be the Lessee's responsibility.

Lessee will, will not maintain the property adjacent to the premises, such as sidewalks, driveways, lawns, and shrubbery, which would otherwise be maintained by Lessor.

No improvement or alteration of the premises will be made without the prior written consent of the Lessor. Prior to the commencement of any substantial repair, improvement, or alteration, Lessee will give Lessor at least two (2) days written notice in order that Lessor may post appropriate notices to avoid any liability for liens. If the improvement or alteration results in an increase in real property taxes, the amount of the increase (check one) will be paid by Lessee as additional rent, will be paid by Lessor.

9. **ENTRY AND INSPECTION.** Lessee will permit Lessor or Lessor's agents to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises, and will permit Lessor, at any time within sixty (60) days prior to the expiration of this Lease, to place upon the premises any usual "For Lease" signs, and permit persons desiring to lease the premises to inspect the premises at reasonable times.

10. **INDEMNIFICATION OF LESSOR.** Lessor will not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the premises. Lessee agrees to hold Lessor harmless from any claims for damages arising out of Lessee's use of the premises, and to indemnify Lessor for any expense incurred by Lessor in defending any such claims.

11. **POSSESSION.** If Lessor is unable to deliver possession of the premises at the commencement date in Item 1, Lessor will not be liable for any damage caused by the delay, nor will this Lease be void or voidable, but Lessee will not be liable for any rent until possession is delivered. Lessee may terminate this Lease if possession is not delivered within 30 days of the commencement term in Item 1.

12. **LESSEE'S INSURANCE.** Lessee, at his or her expense, will maintain plate glass, public liability, and property damage insurance insuring Lessee and Lessor with minimum coverage as follows: ONE MILLION COMPRESSIVE/ONE MILLION LIABILITY/ONE MILLION FIRE. Lessee will provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The policy will require ten (10) day's written notice to Lessor prior to cancellation or material change of coverage.

13. **LESSOR'S INSURANCE.** Lessor will maintain hazard insurance covering one hundred percent (100%) of actual value of improvements throughout the Lease term. Lessor's insurance will not insure Lessee's personal property, leasehold improvements, or trade fixtures.

14. **SUBROGATION.** To the maximum extent permitted by insurance policies which may be owned by the parties, Lessor and Lessee waive any and all rights of subrogation against each other which might otherwise exist.

15. **UTILITIES.** Lessee will be responsible for the payment of the following utilities and services:
 water gas electricity heat refuse janitorial
Lessor will be responsible for all other services and utilities, except: _____

16. **SIGNS.** Lessee will not place, maintain, nor permit any sign or awning on any exterior door, wall, or window of the premises without the express written consent of Lessor, which will not be unreasonably withheld, and of appropriate governmental authorities.

17. **ABANDONMENT OF PREMISES.** Lessee will not vacate or abandon the premises at any time during the term of this Lease. If Lessee does abandon or vacate the premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Lessee left on the premises will be deemed to be abandoned, at the option of Lessor.

18. **CONDEMNATION.** If any part of the premises is condemned for public use, and a part remains which is susceptible of occupation by Lessee, this Lease will, as to the part taken, terminate as of the date the condemnor acquires possession: Lessee will be required to pay such proportion of the rent for the remaining term as the value of the premises remaining bears to the total value of the premises at the date of condemnation; provided, however, that either party may, at his or her option, terminate this Lease as of the date the condemnor acquires possession. In the event that the premises are condemned in whole, or the remainder is not susceptible for use by the Lessee, this Lease will terminate upon the date which the condemnor acquires possession. All sums which may be payable on account of any condemnation will belong solely to the Lessor, except that Lessee will be entitled to retain any amount awarded to him or her for his or her trade fixtures and moving expenses.

19. **TRADE FIXTURES.** Any and all improvements made to the premises during the term will belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination, remove all his or her trade fixtures, but will pay for all costs necessary to repair any damage to the premises occasioned by the removal.

Lessee [Signature] has read this page.

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20. **DESTRUCTION OF PREMISES.** In the event of a partial destruction of the premises during the term, from any cause except acts or omission of Lessee, Lessor will promptly repair the premises, provided that such repairs can be reasonably made within sixty (60) days. Such partial destruction will not terminate this Lease, except that Lessee will be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs interferes with the business of Lessee on the premises. If the repairs cannot be made within sixty (60) days, this Lease may be terminated at the option of either party by giving written notice to the other party within the sixty (60) day period.
21. **HAZARDOUS MATERIALS.** Lessee will not use, store, or dispose of any hazardous substances upon the premises, except the use and storage of such substances that are customarily used in Lessee's business, and are in compliance with all environmental laws. Hazardous substances means any hazardous waste, substance or toxic materials regulated under any environmental laws or regulations applicable to the property. Lessee will be responsible for the cost of removal of any toxic contamination caused by lessee's use of the premises.
22. **INSOLVENCY** The appointment of a receiver, an assignment for the benefits of creditors, or the filing of a petition in bankruptcy by or against Lessee, will constitute a breach of this Lease by Lessee.
23. **DEFAULT.** In the event of any breach of this Lease by Lessee, Lessor may, at his or her option, terminate the Lease and recover from Lessee: (a) the worth at the time of award of the unpaid rent which had been earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (d) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform his or her obligations under the Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, that portion of any leasing commission paid by Lessor and applicable to the unexpired term of the lease. Lessor may, in the alternative, continue this Lease in effect, as long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all of Lessor's rights and remedies under the Lease, including the right to recover the rent as it becomes due under the Lease. If said breach of Lease continues, Lessor may, at any time thereafter, elect to terminate the Lease. These provisions will not limit any other rights or remedies which Lessor may have.
24. **SECURITY.** The security deposit will secure the performance of the Lessee's obligations. Lessor may, but will not be obligated to, apply all or portions of the deposit on account of Lessee's obligations. Any balance remaining upon termination will be returned to Lessee. Lessee will not have the right to apply the security deposit in payment of the last month's rent.
25. **DEPOSIT REFUNDS.** The balance of all deposits will be refunded within thirty (30) days (or as otherwise required by law), from date possession is delivered to Lessor or his or her authorized agent, together with a statement showing any charges made against the deposits by Lessor.
26. **ATTORNEY FEES.** In any action, arbitration, or other proceeding involving a dispute between Lessor and Lessee arising out of this Lease, the prevailing party will be entitled to reasonable attorney fee, expert witness fees, and costs.
27. **WAIVER.** No failure of Lessor to enforce any term of this Lease will be deemed to be a waiver.
28. **NOTICES.** Any notice which either party may or is required to give, will be given by mailing the notice, postage prepaid, to Lessee at the premises, or to Lessor at the address shown in Item 2, or at such other places as may be designated in writing by the parties from time to time. Notice will be effective five (5) days after mailing, or on personal delivery, or when receipt is acknowledged in writing.
29. **HOLDING OVER.** Any holding over after the expiration of this Lease, with the consent of Lessor, will be a month-to-month tenancy at a monthly rent equal to the rent for the month immediately preceding the expiration date, plus \$10.500. The monthly rent shall be payable in advance and the occupancy subject to all of the other terms and conditions of this Lease, as applicable, until either party terminates the tenancy by giving the other party thirty (30) days written notice.
30. **TIME.** Time is of the essence of this Lease.
31. **HEIRS, ASSIGNS, SUCCESSORS.** This Lease is binding upon and inures to the benefit of the heirs, assigns, and successors of the parties.
32. **OPTION TO RENEW.** Provided that Lessee is not in default in the performance of this Lease, Lessee will have the option to renew the Lease for an additional term of 36 months commencing at the expiration of the initial Lease term. All of the terms and conditions of the Lease will apply during the renewal term, except that the monthly rent will be the sum of \$ TBD which will be adjusted after commencement of the renewal term in accordance with any increases set forth in Paragraph Item 2.
The option will be exercised by written notice given to Lessor not less than 90 days prior to the expiration of the initial Lease term. If notice is not given within the time specified, this Option will expire.
33. **AMERICANS WITH DISABILITIES ACT.** The parties are alerted to the existence of local, state or federal accessibility standards (such as the Americans With Disabilities Act), which may require costly structural modifications. The parties are advised to consult with a professional familiar with these requirements.
 Lessor states that the Premises HAVE NOT been inspected by a Certified Access Specialist (CASp).
Lessor states that the Premises HAVE been inspected by a Certified Access Specialist (CASp). The premises HAVE or HAVE NOT met all applicable construction-related accessibility standards pursuant to current regulations. Lessee has received and reviewed a copy of such report at least 48 hours prior to signing this lease. If repairs or modifications required to correct violations of construction-related accessibility standards are noted in the report, these shall be the responsibility of _____ for the following: _____

Lessee [Signature] has read this page.

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Property Address 105 Fremont Dr Sonoma CA 95476

34. LESSOR'S LIABILITY. In the event of a transfer of Lessor's title or interest to the property during the term of this Lease, Lessee agrees that the grantee of such title or interest will be substituted as the Lessor under this Lease, and the original Lessor will be released of all further liability; provided, that all deposits will be transferred to the grantee.

35. ESTOPPEL CERTIFICATE.

(a) On ten (10) days' prior written notice from Lessor, Lessee will execute, acknowledge, and deliver to Lessor a statement in writing: [1] certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, if any; and [2] acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective buyer or encumbrancer of the premises.

(b) At Lessor's option, Lessee's failure to deliver such statement within such time will be a material breach of this Lease or will be conclusive upon Lessee: [1] that this Lease is in full force and effect, without modification except as may be represented by Lessor; [2] that there are no uncured defaults in Lessor's performance; and [3] that not more than one month's rent has been paid in advance.

(c) If Lessor desires to finance, refinance, or sell the premises, or any part thereof, Lessee agrees to deliver to any lender or buyer designated by Lessor such financial statements of Lessee as may be reasonably required by such lender or buyer. All financial statements will be received by the Lessor or the lender or buyer in confidence and will be used only for the purposes set forth.

36. SUBORDINATION. This Lease, at Lessor's option, will be subordinate to any mortgage, deed of trust, or other security now existing or later placed upon the property; provided, however, that Lessee's right to quiet possession will not be disturbed if Lessee is not in default on the payment of rent or other provision of this lease.

37. ENTIRE AGREEMENT. The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties. The following exhibits are a part of this Lease:

Exhibit A: _____

Exhibit B: _____

38. ADDITIONAL TERMS AND CONDITIONS.

A. OPTION TO RENEW LEASE PER PARAGRAPH NUMBER 32 ABOVE IS SUBJECT TO LESSOR APPROVAL.

B. IN THE EVENT LESSEE SHALL OCCUPY A NEW BUILDING OF LESSOR THAN THIS LEASE SHALL BE VOIDED.

The undersigned Lessee acknowledges that he or she has thoroughly read and approved each of the provisions contained in this Offer, and agrees to the terms and conditions specified.

Lessee [Signature] Date 12/1/17 Lessee _____ Date _____

Receipt for deposit acknowledged by _____ Date _____

ACCEPTANCE

The undersigned Lessor accepts the foregoing LEASE and agrees to lease the premises on the terms and conditions set forth above.

NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between the owner and broker.

The Lessor agrees to pay to _____ License # _____ and _____ License # _____, the Broker(s) in this transaction, the sum of \$ _____ for services rendered and authorizes Broker(s) to deduct said sum from the deposit received from Lessee.

In the event the Lease is extended for a definite period of time or on a month-to-month basis after expiration of the original term, Lessor will pay to Broker an additional commission of _____% of the total rental for the first extended period, and an additional commission of _____% of the total rent for any, and all, additional extensions. Commissions will be due and payable at the commencement of the applicable extension if for a fixed term, or if on a month-to-month basis, at the termination of Lessee's occupancy or one year, whichever is earlier.

In any action for commission, the prevailing party will be entitled to reasonable attorney fees.

Lessor [Signature] Date 12.7.17 Lessor _____ Date _____
Big Toy Storage LLC, by Chris Dunn

Lessor's Address P.O. Box 500 Telephone 707-337-6879 Fax _____
Vineburg, CA 95687 E-mail crdbts@gmail.com

Lessee acknowledges receipt of a copy of the accepted Lease on (date) _____ (initials) _____

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**ADDENDUM NO. 1 TO
COMMERCIAL LEASE AND DEPOSIT RECEIPT**

This Addendum to Commercial Lease and Deposit Receipt ("Lease Addendum") effective December 1, 2017 is entered into by and between Anthony's Love LLC, a California limited liability company ("Lessee") and Big Boy Storage Sonoma, LLC, a California limited liability company ("Lessor").

RECITALS

A. Lessee and Lessor desire to enter into that certain Commercial Lease and Deposit Receipt effective December 1, 2017 ("Lease") with the modifications, terms and conditions set forth in this Addendum.

AGREEMENT

1. Section 3. Net Lease Provisions. The parties agree that Lessee's proportionate share of the Lessor's operating expenses shall not exceed \$5,000 per year.

2. Section 8. Maintenance, Repairs, Alterations. Any Maintenance costs set forth in Section 8 that may be allocated to Lessee shall be based on the Lessee's proportionate share of use of the property and shall not exceed \$12,000 per year.

3. Section 38. Option to Renew. ~~Any option to renew is not subject to Lessor's approval.~~ *XCM XCM*

4. Section 38. New Building. The parties agree and acknowledge that Lessee shall have the right of first refusal to rent any and all rental space available in any new building(s) constructed on the property, ~~at the same rental rates set forth in this Lease.~~ *XCM XCM*

5. Existing Building. Lessee accepts the Premises "As Is". It is the intent of the parties that Lessee be able to occupy the Premises in addition to any other building(s) on the property. However, if after Lessee is occupying a newer building, Lessee desires to terminate the lease for the existing Premises, Lessee may do so with 180 days written notice. In addition, if Lessee is also leasing in a newer building on the property and Lessor desires to build on the property where the Premises are located, the Lessor, with reasonable notice of no less than 180 days, may terminate the lease for the existing Premises.

6. Use Permits. Lessor agrees to obtain all necessary permits, building permits and associated permits relating to the use of the Premises and other buildings. To the extent such permits are for Lessee's benefit, Lessee agrees to reimburse Lessor for such expenses upon demand.

7. Dispensary. Lessor desires to obtain a permit for a dispensary on the property. Lessor agrees to provide Lessee with the right of first refusal in connection with the purchase of the permit for the dispensary.

8. Right of First Refusal. Lessor agrees to ~~give Lessee the right of first refusal in connection with the sale of the Premises or any other portion of the property. If Lessee exercises its right to purchase, Lessee and Lessor shall negotiate in good faith the terms and conditions of a mutually acceptable purchase and sale agreement.~~ *XCM XCM*

[Signature]

LESSEE

[Signature]

LESSOR

XCM
XCM
12/7/17

EXHIBIT B

LETTER OF INTENT TO LEASE
DISPENSARY

It is the Intent of this Letter to outline and confirm the general conditions under which JOHN LOBRO and JANI FRIEDMAN aka ANTHONY LOVE, LLC and/or assignee hereinafter referred to as Lessee ("Lessee") and Big Toy Storage, LLC, and CHRISTOPHER R. DUNN, hereinafter referred to as Lessor ("Lessor") to lease the property commonly referred to as 101 Fremont Drive totaling 5,000 sq. ft. per attached Exhibit "A" entitled "Building 101". The following constitutes our understanding of the intent of the terms and conditions of this Letter to outline and confirm the general conditions of the Lease Agreement:

1. Premises: Commonly referred to as the property to be known as 101 Fremont Drive, located in the County of Sonoma, State of California, consisting of approximately 5,000 +/- square feet.

2. Term of Lease: The initial term of the lease shall be for a period of Three (3) YEARS commencing on March 1, 2018 OR upon the date of occupancy and,

a) Lessee shall have the option to extend said lease for Three (3) consecutive periods of Three (3) years each. However, in the event Lessor determines Lessee is not in 'Good Standing' with Lessor, said "Good Standing" shall not be unreasonably withheld by Lessor, then the extensions of said lease shall be null and void.

3. Base Rent: The base rent shall be ONE-HUNDRED AND TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000) per annum payable TEN THOUSAND AND NO/100 DOLLARS (\$10,000) per month paid on the first day of each month.

4. Deposits: Lessee hereby hands the Lessor cash in the amount of FIFTY THOUSAND AND NO 100 DOLLARS (\$50,000.00) as an initial deposit accompanying this offer to Lease. Lessee promises to pay as an additional deposit in the amount of FIFTY THOUSAND AND NO 100 DOLLARS (\$50,000.00) on or before 30 DAYS from the date of signing. Lessor is to pay for all ongoing government approval fees, engineering and consulting fees, Legal fees and fees for all concerned local and state governing agencies approvals of said Buildings. Lessee shall reimburse Lessor on request of Lessor for all such fees and costs.

a) Within ONE Year hereof and in the event the Lessor does not receive the approvals of the local controlling agencies to construct and operate said buildings these deposits shall be refunded to Lessee less any and all fees associated to its applications.

5. Use: The premises being leased herein shall be used for STORAGE and A LEGAL CANNABIS DISPENSARY and for no other use without Lessor's prior written consent.

6. Condition of Premises: Lessor is to submit to Lessee, within 30 days of acceptance hereof, all Building Plans and Specifications for the Five Thousand Square Foot Dispensary building to include a schedule of use permit fees, electrical fees and building fees. Said Building Plans, Specifications and fees shall be acceptable to Lessee within 30 days of their receipt by Lessee.

7. Net Net Net (NNN) Expenses/Insurance: Lessor shall be responsible for the servicing the well, Real Property Taxes and Real Property Insurance all other costs of maintenance of the building to include repairs of the roof and exterior of the premises. Lessee shall reimburse Lessor on request of Lessor for all such expenses and costs. Upon the anniversary date hereof Lessor shall submit to Lessee its projected annual NNN costs that Lessee shall be responsible for during the term of the lease agreement lessee shall maintain a Liability Insurance Policy in favor of Lessor in the amount of \$2,000,000.00.

8. Preparation of Lease: Upon acceptance hereof by Lessor, Lessor shall fill out a lease form which shall incorporate the provisions contained herein. Lessor shall submit three copies of the lease to Lessee. Lessor and Lessee shall execute all copies and shall deliver a signed counterpart to the other party within ten (10) days of submittal of the lease to Lessee.

9. First Right of refusal to purchase: LESSEE shall have a First Right of Refusal to purchase the Licenses of the Dispensary from Haight Street, LLC.

10. Expiration: This proposal shall remain open through December 26, 2017 when it shall expire. Lessee hereby acknowledges receipt of a copy.

This proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only and as a format for the terms and conditions of a Lease Agreement. This Letter of Intent is non-

binding. Only a fully executed Lease Agreement for the above described property will be the binding agreement between the parties.

Receipt of this proposal and the deposit specified above is hereby acknowledged:

Lessee: JOHN LOBRO Address: _____

DocuSigned by:
By: John Lobro Dated 12/27/2017, 2017
2757277E537248A...

Lessee: JANI FRIEDMAN Address: 911 Lakeville Street, #307
Petaluma, CA 94952

By: Jani Friedman Dated December 27, 2017
Digitally signed by Jani Friedman
DN: cn=Jani Friedman, o=DocuSign, ou=DocuSign, email=jani.friedman@docu.com, c=US
Date: 2017.12.27 14:12:00 -0800

Lessee: AQNTHONY LOVE, LLC

Acceptance

Lessor hereby accepts this proposal to Lease and agrees to lease the premises to Lessee in accordance with the terms and conditions hereof. Lessor also acknowledges receipt of a copy of this proposal and authorizes Broker to deliver a signed copy of this Acceptance.

Lessor: BIG TOY STORAGE, LLC Ph#: (707) 337-6879
P. O. Box 500
Vineburg, CA 95487

By: _____ Dated _____
Christopher R. Dunn, General Manager

DISPENSARY: Haight Street, LLC

By: _____ Dated _____
Christopher R. Dunn, General Manager

LETTER OF INTENT TO LEASE
AREA FOR CANNABIS

It is the Intent of this Letter to outline and confirm the general conditions under which and JOHN LOBRO AND JANI FRIEDMAN aka Antony Love, LLC and/or assignee hereinafter referred to as Lessee ("Lessee") and Big Toy Storage, LLC, and CHRISTOPHER R. DUNN, hereinafter referred to as Lessor ("Lessor") to lease the property commonly referred to as 108 Fremont Drive totaling 25,000 +/- sq. ft. per attached Exhibit "A" entitled "Building 109". The following constitutes our understanding of the intent of the terms and conditions of this Letter to outline and confirm the general conditions of the Lease Agreement:

1. Premises: Commonly referred to as the property to be known as 108 Fremont Drive, hereinafter referred to as a 'Grow/Manufacturing' site located in the County of Sonoma, State of California, consisting of approximately 25,000 square feet.

2. Term of Lease: The initial term of the lease shall commence on April 1, 2018 OR upon the date of occupancy and to be for a period of Three (3) YEARS and,

a) Lessee shall have the option to extend said lease for Three (3) consecutive periods of Three (3) years each. However, in the event Lessor determines Lessee is not in 'Good Standing' with Lessor, said "Good Standing" shall not be unreasonably withheld by Lessor, then the extensions of said lease shall be null and void.

3. Base Rent: The base rent shall be THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000) per annum payable FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000) per month paid on the first day of each month.

4. Deposits: Lessee hereby hands the Lessor cash in the amount of TEN THOUSAND AND NO /100 DOLLARS (\$10,000) as an initial deposit accompanying this offer to Lease. Lessee promises to pay as an additional deposit in the amount of NINTY THOUSAND AND NO 100 DOLLARS (\$90,000.00) on or before February 1, 2018. Lessor is to pay for all ongoing government approval fees, engineering and consulting fees, Legal fees and fees for all concerned local and state governing agencies approvals of said Buildings. Lessee shall reimburse Lessor on request of Lessor for all such fees and costs.

a) Within ONE Year hereof and in the event the Lessor does not receive the approvals of the local controlling agencies to construct and operate said buildings these deposits shall be refunded to Lessee less any and all fees associated to its applications.

5. Use: The premises being leased herein shall be used for CANNABIS GROWING, MANUFACTURING, DISTRIBUTION and for no other use without Lessor's prior written consent.

6. Condition of Premises: Lessor is to submit to Lessee, within 30 days of acceptance hereof, all Building Plans and Specifications for the Five Thousand Square Foot Dispensary building to include a schedule of use permit fees, electrical fees and building fees. Said Building Plans, Specifications and fees shall be acceptable to Lessee within 30 days of their receipt by Lessee.

7. Net Net Net (NNN) Expenses/Insurance: Lessor shall be responsible for the servicing the well, Real Property Taxes and Real Property Insurance all other costs of maintenance of the building to include repairs of the roof and exterior of the premises. Lessee shall reimburse Lessor on request of Lessor for all such expenses and costs on a pro rata share of tenants building area to the total building area of Lessor. Upon the anniversary date hereof Lessor shall submit to Lessee its projected annual NNN costs that Lessee shall be responsible for during the term of the lease agreement lessee shall maintain a Liability Insurance Policy in favor of Lessor in the amount of \$2,000,000.00.

8. Preparation of Lease: Upon acceptance hereof by Lessor, Lessor shall fill out a lease form which shall incorporate the provisions contained herein. Lessor shall submit three copies of the lease to Lessee. Lessor and Lessee shall execute all copies and shall deliver a signed counterpart to the other party within twenty (20) days of submittal of the lease to Lessee.

9. Delete

10. Expiration: This proposal shall remain open through December 26, 2017 when it shall expire. Lessee hereby acknowledges receipt of a copy.

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By: ^{DocuSigned by:} John Lobro Dated 12/27/2017, 2017
2757277E537248A...

Lessee: JANI FRIEDMAN Address: _____

By: _____ Dated _____, 2017

Lessee: ANTHONY LOVE, LLC Address: _____

By: _____ Dated _____, 2017

Acceptance

Lessor hereby accepts this proposal to Lease and agrees to lease the premises to Lessee in accordance with the terms and conditions hereof. Lessor also acknowledges receipt of a copy of this proposal and authorizes Broker to deliver a signed copy of this Acceptance.

Lessor: BIG TOY STORAGE, LLC
P. O. Box 500
Vineburg, CA 95487

Ph#: (707) 337-6879

By:

Christopher R. Dunn, General Manager

Dated _____

LETTER OF INTENT TO LEASE

It is the Intent of this Letter to outline and confirm the general conditions under which and JOHN LOBRO AND JANI FRIEDMAN aka Antony Love, LLC and/or assignee hereinafter referred to as Lessee ("Lessee") and Big Toy Storage, LLC, and CHRISTOPHER R. DUNN, hereinafter referred to as Lessor ("Lessor") to lease the property commonly referred to as 109 Fremont Drive totaling 25,000 +/- sq. ft. per attached Exhibit "A" entitled "Building 109". The following constitutes our understanding of the intent of the terms and conditions of this Letter to outline and confirm the general conditions of the Lease Agreement:

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Lessee: JOHN LOBRO Address: _____

DocuSigned by:
John Lobro
By: _____ Dated 12/27/2017, 2017

Lessee: JANI FRIEDMAN Address: _____

By: _____ Dated _____, 2017

Lessee: ANTHONY LOVE, LLC Address: _____

By: _____ Dated _____, 2017

Acceptance

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Lessor: BIG TOY STORAGE, LLC
P. O. Box 500
Vineburg, CA 95487

Ph#: (707) 337-6879

By: _____ Dated _____
Christopher R. Dunn, General Manager

Certificate Of Completion

Envelope Id: 5A57CE0965904027974132D789BC282A
 Subject: Please DocuSign: LOI 105 Fremont, Dispensary (1).pdf, LOI 108 Fremont Grow New 1 (1).pdf, LOI 1...
 Source Envelope:
 Document Pages: 11 Signatures: 3 Envelope Originator:
 Certificate Pages: 1 Initials: 0 Jani Friedman
 AutoNav: Enabled janifriedman@gmail.com
 Envelope Stamping: Enabled IP Address: 73.222.99.9
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

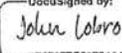
Record Tracking

Status: Original Holder: Jani Friedman Location: DocuSign
 12/27/2017 2:13:35 PM janifriedman@gmail.com

Signer Events

John Lobro
 john@apothever.com
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 2757277E537248A...

Timestamp

Sent: 12/27/2017 2:17:01 PM
 Viewed: 12/27/2017 5:02:38 PM
 Signed: 12/27/2017 5:04:16 PM

Using IP Address: 24.130.125.0

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	12/27/2017 2:17:01 PM
Certified Delivered	Security Checked	12/27/2017 5:02:38 PM
Signing Complete	Security Checked	12/27/2017 5:04:16 PM
Completed	Security Checked	12/27/2017 5:04:16 PM

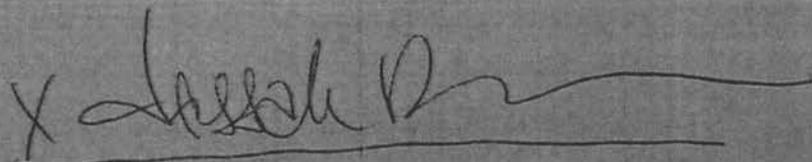
Payment Events

Status

Timestamps

EXHIBIT C

I, Jessah Donn, recieved \$70,000.00 (seventy thousand and no/100) ⁰⁰ Cash from John Lobro on 12-27-2017. for Deposit on Letter of Intent Signed by John Lobro..

X 

Jessah Donn 12-27-17

EXHIBIT B

jessah1.mp3

22 min 45 sec

jessah describing property and planned submission for cultivation permit

"this is where the proposed indoor cultivation area would be"

"and thats what we would be submitting"

" the drawings are already done, everything is paid for"

24 min 21 sec

"you guys can build and do whatever you want in here"

"the right way, but under the table"

"correct"

"get the electrical up to code and pump two crops outta there"

26 min 15 sec

"she has an argument the works already"

"...when you are moving toward the permitting process."

"can you change the zone"

"I'll 100 percent change it"

27 min 21 sec

"this one would be rezoned to manufacturing and this can stay limited commercial"

27 min 57 sec

"do you guys want to buy a dispensary?"

28 min 57 sec

"Ill give it to you today. Do you got the money?"

30 min 06 sec

"..if i were the find a cultivator"

"nobody has ever been as creative as they need to be"

"so what I'm hearing from you guys is that you want to be creative"

31 min 39 sec

"personally i can give two fucks if you operate of not"

"if you pay rent on time i don't care"

32 min 10 sec

"you have to commit to complete control of the smell"

"if i have the county coming out to visit the dispensary"

"if any of my neighbors have a whiff"

33 min 10 sec

"and then we can start growing"

"yea"

EXHIBIT C

jessah2.mp3

1 min 02 sec

"this is the first parcel which is 105 fremont drive"

2 min 42 sec

"here is the dispensary"

3 min 48 sec

"the application is not the plans. it is the person."

"i am the only owner"

"according to the application, yes"

4 min 24 sec

"the application as it stand to date and at any time before approval is transferrable"

"i can sell the company the permit is held in"

8 min 02 sec

"i live in roseville"

9 min 51 sec

"and then you can do some commercial warehousing back here"

10 min 58 sec

"if i had someone with the reputation like Solful"

"i don't want a dispensary"

11 min 55 sec

"i could break ground right now"

13 min 42 sec

"you have the capital or access to the capital?"

"no, thats why i'm marketing the property"

"i'm marketing the property and i'm marketing the dispensary. both are for sale right now"

"what would the cost be?"

"i don't know"

17 min 00 sec

"and it doesn't have to stop here" (referring to building out the rest of the "campus")

"now they are having no historical exemptions at all"

"so that should open this up for manufacturing also"

19 min 03 sec

"the property has always been used for manufacturing"

"it will not be hard to get this property approved for anything manufacturing"

20 min 03 sec

"we are all in this together"

"right"

20 min 40 sec

"he is an old friend of my father" (speaking of Tom Spanier the lienholder filing default on Jessah)

"he has been on board with us for 10 years"

21 min 25 sec

"he has applied the pressure so to say" (speaking on Tom Spanier)

"thats why you are putting the property up for sale?"

"yea"

"i can put you guys into the dispensary"

"would our new landlord be the new owner?"

22 min 25 sec

"how much is the property listed for?"

"four and a half"

"will you get out whole"

"yea"

"we owe 3 million on it"

"we would walk away with enough to sustain her the rest of her life"

"someone to invest in something like this"

23 min 30 sec

"this building i can rent out"

"would you rent it to a cultivator"

"yea"

"even though its not permitted"

"mm hmm"

"laughs"

"i talked to the county and they said thats my best recourse right now"

25 min 13 sec

"you have to go to the board for this?"

25 min 53 sec

"one of the consultants we tried to hire is on the board" (eluding to her having an insider on the board)

"thats always helpful"

"phenomenal"

26 min 25 sec

"whats your dad's name?"

"Chris Dunn"

27 min 00 sec

Jessah trash talks Glen Ellen dispensary
makes up scare tactics

"everyone is concentrated on them"

"they have gotten 127 emails and we have gotten one"

continue to trash talk

29 min 45 sec

"this turns into a large complex like a new times square for cannabis"

"the idea is to have everything from dispensary to manufacturing to distribution to
delivery to dispensary. the whole nine."

"its a cool idea"

"yea"

"you can be the cornerstone of pot"

30 min 55 sec

"the woman who is involved and she has been talking to is Susan Gorin"

"ok so thats easily understood"

"and she is a major major major supporter"

32 min 30 sec

" i would like to bring someone on board to help me with this project"

33 min 10 sec

"a developer could come and turn this corner into the new town square"

35 min 00 sec

"the last group that we had was a great group. they were a phenomenal group." (she
refers to us)

"due to my fathers passing they lost all confidence"

"so they decided to bail at the last minute"

"i have cultivators that are interested to take this place"

35 min 53 sec

"cultivation would have to cease, um permitted" (continues to elude to cultivation being
ok)

"the ultimate goal is permitting" (cultivation permitting)

36 min 17 sec

"the county can't give me a permit right now but they told me it is forgiveness over
permission"

36 min 48 sec

"the county came out here and their words were its a phenomenal facility. you did a

great job on the build. sorry we are going to leave now and we are not sure when we will make it back” (Jessah is eluding to a wink wink deal with the county to be able to cultivate without a permit.

“That’s what their exact words were”

“and they are not going to come back”

“they have always known what we are doing”

“they have come in here many times”

38 min 11 sec

“and its not going to stop the black market”

“no”, “no”, “no”

39 min 43 sec

“thats why we are going to public review and no one else is” (Glen Ellen dispensary is scheduled to be reviewed May 23rd.)

“the only reason Glen Ellen is going forward is payoffs” (she slanders us)

41 min 35 sec

“you can buy the dispensary application. and have a ball”

“there is no price point”

“lets figure out a number”

“the application is for sale”

“the license prior to approval you can take me out right now” (selling the permit in advance)

“i will transfer everything over to them”

“my angle is to have enough money to sustain my mother for the rest of her life”

“i would love to walk away”

44 min 35 sec

“last thursday we decided to put it up for sale”

45 min 00 sec

“i finalized the application”

45 min 22 sec

“i am not a greedy person”

45 min 46 sec

“its for sale. make me an offer” (speaking about the dispensary)

46 min 17 sec

“if someone comes with a decent offer i’m an open book”

46 min 36 sec

“my lean holder is defaulting on us”

“the guy who own the lien on the property is filing a notice of default”

"so we still have four months"
"what's that person's name"
"tom spanier"

47 min 28 sec

"tell Susan Gorin i say hi"
"Ha ha"

"she is really sweet"

"she's the one that got us... (illegible)"

EXHIBIT D

Posted 2 days ago on: 2018-05-07 8:26am

Contact Information:

Cannabis Dispensary Application with LAND for SALE (Sonoma)

image 1 of 2



land available now

Property Details:

Approved Cannabis Dispensary Application. Plans for a 5000 sqft building for dispensary and plans for 5000 sqft additional retail space. Application going to public hearing on May 23rd. First Sonoma county application to go to public hearing. Land has 4 existing buildings used for manufacturing in the 70's and 80's.

2 parcels. 5+ acres each. Well, and septic on the property plus an pert test for addition septic.

Was approved for storage in 2007.

Price: \$7,000,000

Jessah Dunn

[show contact info](#)

[show contact info](#)

QR Code Link to This Post



View the full listing here: <http://www.loopnet.com/Listing/105-Fremont-Dr-Sonoma-CA/12440435/>

Sonoma County Permit and Resource Department:

UPC17-0091

9/5/2017

Cannabis Use Permit

Request for a Use Permit to allow a Cannabis Dispensary on a 5.47 acre parcel served by a well and septic system in a Class 1 water availability area and in the Airport Land Use Area. There are existing storage buildings on the parcel. The application includes two new 5,000 square foot buildings, one for the cannabis dispensary, and one for general retail. Hours of operation will be 7 days per week, from 8:00 a.m. to 8:00 p.m. There will be 3 employees total with up to a maximum of approximately 200 persons per day.



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This Land Property is For Sale.

105 Fremont Dr

\$1.00

Sonoma, CA 95476 · 10.00 AC · Land For Sale

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Watch This Property

Get notified about changes to this listing to stay in the loop.

Watch Property

Get Financing



Dispensary Plans

1/9

Cannabis Dispensary Application with LAND

Price	\$1.00	Total Lot Size	10.00 AC
Property Type	Land	Sale Conditions	1031 Exchange More.. Build to Suit Business Value Included
Property Sub-type	Commercial	No. Lots	1
Proposed Use	Commercial More..	Zoning Description	LC
Sale Type	Investment		

Contact Listing Broker

Jessah

Dunn

(510)

907-

1467

Already a member? Log In

First Name Last Name

Email Address

Phone Number E

Please send me additional information about this

Contact Listing Broker

Presented by

Dunn Developments

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Approved Cannabis Dispensary Application. Plans for a 5000 sqft building for dispensary and plans for 5000 sqft additional retail space. Land has 4 existing buildings used for manufacturing in the 70's and 80's.

2 parcels. 5+ acres each. Well, and septic on the property plus an pert test for addition septic.

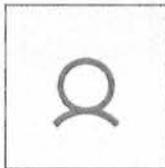
Price for the land is \$4,500,000. Price for the dispensary is open to offers.

Contact Listing Broker

Contact Listing Broker

Presented by

Dunn Developments



Jessah Dunn
(510) 907-1467

 Please send me additional information about this property


Contact Listing
Broker

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CL SF bay area > north bay > housing > office & commercial

Posted 6 days ago on: 2018-04-17 8:02am

Contact Information:

Lease for 10,500 SQFT building - Cannabis Friendly (sonoma)

Hwy 121



Android Data

Lease for 10,500 sqft building. Has previously been used for cannabis cultivation.

Great location on Hwy 121.

Looking for tenant for long term lease.

Call Jessah for more details. [show contact info](#)

QR Code Link to This Post



CL SF bay area > north bay > services > financial services

Posted 26 days ago on: 2018-03-28 11:03am

Contact Information:

Looking for Investor in Cannabis Campus Development (sonoma)

We are a small developing firm interested in bringing on an investor to build upwards of 200,000 SQFT of Cannabis directed warehouse/manufacturing space in Sonoma, CA.

We have taken a lot of steps to get this project together and are in the home stretch.

We are looking for someone with a range of capital of \$800k - \$3.3 Million to close in 30 days.

Call for more details - Jessah Dunn 510-907-1467

QR Code Link to This Post



EXHIBIT E

**State of California
Secretary of State**

CERTIFICATE OF STATUS

ENTITY NAME: BIG TOY STORAGE, LLC

FILE NUMBER: 200723210028
FORMATION DATE: 08/20/2007
TYPE: DOMESTIC LIMITED LIABILITY COMPANY
JURISDICTION: CALIFORNIA
STATUS: SUSPENDED

I, ALEX PADILLA, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the California Franchise Tax Board
suspended the entity's powers, rights and privileges on January 2, 2014,
pursuant to the provisions of the California Revenue and Taxation Code,
and the entity's powers, rights and privileges remain suspended.



IN WITNESS WHEREOF, I execute this
certificate and affix the Great Seal
of the State of California this day of
May 14, 2018.

A handwritten signature in black ink, appearing to read 'Alex Padilla', written in a cursive style.

**ALEX PADILLA
Secretary of State**



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 942857
SACRAMENTO CA 94257-0540

Entity Status Letter

Date: 5/14/2018

ESL ID: 6380719713

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID: 200723210028

Entity Name: BIG TOY STORAGE, LLC

- 1. The entity is in good standing with the Franchise Tax Board.
- 2. The entity is **not** in good standing with the Franchise Tax Board.
- 3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701.
- 4. We do not have current information about the entity.

The above information does not necessarily reflect:

- The entity's status with any other agency of the State of California, or other government agency.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or the entity did business in California at a time when it was not qualified or not registered to do business in California:
 - The status or voidability of any contracts made in California by the entity at a time when the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
 - For entities revived under R&TC Section 23305b, any time limitations on the revivor or limitation of the functions that can be performed by the entity.

Internet and Telephone Assistance

Website: ftb.ca.gov

Telephone: 800.852.5711 from within the United States

916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments



**State of California
Secretary of State**

LLC-1

File # 200723210028

**LIMITED LIABILITY COMPANY
ARTICLES OF ORGANIZATION**

FILED
In the office of the Secretary of State
of the State of California

AUG 20 2007

A \$70.00 filing fee must accompany this form.

IMPORTANT – Read instructions before completing this form.

This Space For Filing Use Only

ENTITY NAME (Enter the name with the words "Limited Liability Company," or the abbreviations "LLC" or "L.L.C." The words "Limited" and "Company" may be abbreviated to "Ltd." and "Co.," respectively.)

1. **NAME OF LIMITED LIABILITY COMPANY**
Shellville Big Toy Storage, LLC

PURPOSE (The following statement is required by statute and should not be altered.)

2. **THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT.**

INITIAL AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and both Items 3 and 4 must be completed. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 3 must be completed (leave Item 4 blank).)

3. **NAME OF INITIAL AGENT FOR SERVICE OF PROCESS**
Christopher R. Dunn

4. **IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA** CITY STATE ZIP CODE
Christopher R. Dunn 5870 Adelot Dr, Oakland CA 94611

MANAGEMENT (Check only one)

5. **THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY:**

- ONE MANAGER
- MORE THAN ONE MANAGER
- ALL LIMITED LIABILITY COMPANY MEMBER(S)

ADDITIONAL INFORMATION

6. **ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.**

EXECUTION

7. **I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.**

August 20, 2007 94611

DATE



Christopher R. Dunn
SIGNATURE OF ORGANIZER

Christopher R. Dunn
TYPE OR PRINT NAME OF ORGANIZER

0105 31 YAM

LLC-1 (REV 04/2007)

APPROVED BY SECRETARY OF STATE



State of California Secretary of State

LIMITED LIABILITY COMPANY CERTIFICATE OF AMENDMENT

A \$30.00 filing fee must accompany this form.

IMPORTANT - Read instructions before completing this form.

FILED In the office of the Secretary of State of the State of California AUG 20 2007

This Space For Filing Use Only

1. SECRETARY OF STATE FILE NUMBER 200723210028 2. NAME OF LIMITED LIABILITY COMPANY Shellville Big Toy Storage, LLC 3. COMPLETE ONLY THE SECTIONS WHERE INFORMATION IS BEING CHANGED... A. LIMITED LIABILITY COMPANY NAME... Big Toy Storage, LLC B. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY... C. AMENDMENT TO TEXT OF THE ARTICLES OF ORGANIZATION: D. OTHER MATTERS TO BE INCLUDED IN THIS CERTIFICATE...

4. FUTURE EFFECTIVE DATE, IF ANY: MONTH DAY YEAR

5. NUMBER OF PAGES ATTACHED, IF ANY:

6. IT IS HEREBY DECLARED THAT I AM THE PERSON WHO EXECUTED THIS INSTRUMENT... SIGNATURE OF AUTHORIZED PERSON DATE TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

7. RETURN TO: NAME FIRM ADDRESS CITY/STATE ZIP CODE



State of California
Secretary of State

L

99

STATEMENT OF INFORMATION
(Limited Liability Company)

Filing Fee \$20.00. If amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FILED
In the office of the Secretary of State
of the State of California

AUG 20 2007

20/06/07 copy
This Space For Filing Use Only

1. LIMITED LIABILITY COMPANY NAME (Please do not alter if name is preprinted.)

Big Toy Storage, LLC

DUE DATE: *NOV 20 2007*

FILE NUMBER AND STATE OR PLACE OF ORGANIZATION

2. SECRETARY OF STATE FILE NUMBER

200723210028

3. STATE OR PLACE OF ORGANIZATION

California

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE

CITY AND STATE

ZIP CODE

5870 Ascot Dr Oakland Ca 94611

5. CALIFORNIA OFFICE WHERE RECORDS ARE MAINTAINED (DOMESTIC ONLY)

CITY

STATE

ZIP CODE

5870 Ascot Dr. Oakland CA 94611

NAME AND COMPLETE ADDRESS OF THE CHIEF EXECUTIVE OFFICER, IF ANY

6. NAME

ADDRESS

CITY AND STATE

ZIP CODE

CHRISTOPHER R. DUNN 5870 Ascot Dr Oakland Ca 94611

NAME AND COMPLETE ADDRESS OF ANY MANAGER OR MANAGERS, OR IF NONE HAVE BEEN APPOINTED OR ELECTED, PROVIDE THE NAME AND ADDRESS OF EACH MEMBER (Attach additional pages, if necessary.)

7. NAME

ADDRESS

CITY AND STATE

ZIP CODE

CHRISTOPHER R. DUNN 5870 Ascot Oakland Ca 94611

8. NAME

ADDRESS

CITY AND STATE

ZIP CODE

HAVEN C. DUNN 5870 Ascot Dr Oakland Ca 94611

9. NAME

ADDRESS

CITY AND STATE

ZIP CODE

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 11 must be completed with a California address. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 11 must be left blank.)

10. NAME OF AGENT FOR SERVICE OF PROCESS

CHRIS R. DUNN 5870 Ascot Dr Oakland Ca 94611

11. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL

CITY

STATE

ZIP CODE

CA

TYPE OF BUSINESS

12. DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY

13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

CHRIS R. DUNN
TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

CHRIS R. DUNN
SIGNATURE

Manager 8.20.07
TITLE DATE



I hereby certify that the foregoing transcript of 1 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

MAY 16 2018

Date: _____ LHT

Alex Padilla

ALEX PADILLA, Secretary of State



**Secretary of State
Statement of Information
(Limited Liability Company)**

LLC-12

17-A10551

FILED

In the office of the Secretary of State
of the State of California

JUL 06, 2017

This Space For Office Use Only

IMPORTANT — Read instructions before completing this form.

Filing Fee — \$20.00

**Copy Fees — First page \$1.00; each attachment page \$0.50;
Certification Fee — \$5.00 plus copy fees**

1. Limited Liability Company Name (Enter the exact name of the LLC. If you registered in California using an alternate name, see instructions.)

BIG TOY STORAGE, LLC

2. 12-Digit Secretary of State File Number

200723210028

3. State, Foreign Country or Place of Organization (only if formed outside of California)

CALIFORNIA

4. Business Addresses

a. Street Address of Principal Office - Do not list a P.O. Box	City (no abbreviations)	State	Zip Code
9895 Village Center Dr,	Granite Bay	CA	95746
b. Mailing Address of LLC, if different than Item 4a	City (no abbreviations)	State	Zip Code
9895 Village Center Dr,	Granite Bay	CA	95746
c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box	City (no abbreviations)	State	Zip Code
9895 Village Center Dr,	Granite Bay	CA	95746

5. Manager(s) or Member(s)

If no managers have been appointed or elected, provide the name and address of each member. At least one name and address must be listed. If the manager/member is an individual, complete items 5a and 5c (leave item 5b blank). If the manager/member is an entity, complete items 5b and 5c (leave item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A (see instructions).

a. First Name, if an individual - Do not complete item 5b	Middle Name	Last Name	Suffix
b. Entity Name - Do not complete item 5a	Big Toy Storage, LLC		
c. Address	City (no abbreviations)	State	Zip Code
9895 Village Center Dr,	Granite Bay	CA	95746

6. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL — Complete items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
Christopher		Dunn	
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
9895 Village Center Dr,	Granite Bay	CA	95746

CORPORATION — Complete item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) - Do not complete item 6a or 6b

7. Type of Business

a. Describe the type of business or services of the Limited Liability Company
Real Estate Development

8. Chief Executive Officer, if elected or appointed

a. First Name	Middle Name	Last Name	Suffix
Christopher	R.	Dunn	crdbts
b. Address	City (no abbreviations)	State	Zip Code
9895 Village Center Dr,	Granite Bay	CA	95746

9. The information contained herein, including any attachments, is true and correct.

07/06/2017

Christopher Dunn crdbts@gmail.com

Big Toy Storage, LLC

Title Signature

Return Address (Optional) (for communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. SEE INSTRUCTIONS BEFORE COMPLETING.)

Name: _____

Company: 8105 31 YAM

Address: _____

City/State/Zip: _____

EXHIBIT F

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

FIRST AMERICAN TITLE COMPANY
330 SOQUEL AVENUE
SANTA CRUZ, CA 95062



2018034356

Official Records Of Sonoma County
William F. Rousseau
05/11/2018 09:23 AM
SPL

NTDF 2 Pgs

Fee: \$92.00

PAID



LOAN: n/a

INVESTOR LOAN #:

FILE: 5699133 DLH

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER
DEED OF TRUST**

IMPORTANT NOTICE:

**IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND
IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT
ACTION**, and you may have the legal right to bring your account in good standing by paying
all of your past due payments plus permitted costs and expenses within the time permitted by law
for reinstatement of your account, which is normally five business days prior to the date set for
the sale of your property. No sale date may be set until approximately 90 days from the date this
notice of default may be recorded (which date of recordation appears on this notice).

This amount is **\$3,051,895.44** as of **05/08/2018** and will increase until your account becomes
current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and
taxes) required by your note and deed of trust or mortgage. If you fail to make future payments
on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations
as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that
you do so in order to reinstate your account in good standing. In addition, the beneficiary or
mortgagee may require as a condition to reinstatement that you provide reliable written evidence
that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the
entire amount you must pay. You may not have to pay the entire unpaid portion of your account,
even though full payment was demanded, but you must pay all amounts in default at the time
payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing
prior to the time the notice of sale is posted (which may not be earlier than three-months after this
notice of default is recorded) to, among other things, (1) provide additional time in which to cure
the default by transfer of the property or otherwise; or (2) establish a schedule of payments in
order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless
the obligation being foreclosed upon or a separate written agreement between you and your creditor
permits a longer period, you have only the legal right to stop the sale of your property by paying
the entire amount demanded by your creditor.

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

LOAN: n/a

INVESTOR LOAN #:

FILE: 5699133 DLH

TO FIND OUT THE AMOUNT YOU MUST PAY, OR TO ARRANGE FOR PAYMENT TO STOP THE FORECLOSURE, OR IF YOUR PROPERTY IS IN FORECLOSURE FOR ANY OTHER REASON, CONTACT:

THOMAS A. SPANIER
C/O FIRST AMERICAN TITLE COMPANY
330 SOQUEL AVENUE
SANTA CRUZ, CA 95062

Phone: (831)426-6500

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan.

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN: That FIRST AMERICAN TITLE COMPANY, a California corporation is duly appointed Trustee under the following described Deed of Trust dated: 08/30/2007, executed by BIG TOY STORAGE, LLC a California limited liability company as Trustor, to secure certain obligations in favor of Florence R. Spanier, Trustee of The Spanier Family Living Trust dated March 27th, 1991, an undivided 83.4375% interest; and Thomas A. Spanier, a married man as his sole and separate property, an undivided 14.5626% interest, as Beneficiary, recorded 09/19/2007, as Instrument No. 2007102456 Book n/a Page n/a, of Official Records, in the office of the Recorder of SONOMA County, California, describing the land therein: As more fully described on said Deed of Trust.

including 1 note(s) for the sum of \$1,500,000.00; that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the beneficiary; that a breach of, and default in the obligations for which said Deed of Trust is security has occurred in that payment has not been made of FAILURE TO PAY PRINCIPAL OBLIGATION IN THE AMOUNT OF \$1,500,000.00, WHEN ALL DUE AND PAYABLE SEPTEMBER 19, 2010, UNDER THE EXPRESS WRITTEN AND EXECUTED TERMS AND CONDITIONS OF SAID NOTE AND DEED OF TRUST; WITH INTEREST TO ACCRUE THEREON FROM SEPTEMBER 9, 2007; PLUS, ACCRUED LATE CHARGES, \$181,348.29; PLUS, LOAN MODIFICATION FEE, \$7,500.00, WITH INTEREST TO ACCRUE THEREON FROM OCTOBER 1, 2008; PLUS, PREVIOUSLY PAID FORECLOSURE FEES AND CHARGES \$5,985.10; PLUS, ADVANCE FOR TAX DEFAULT IN THE AMOUNT OF \$117,186.94, WITH INTEREST TO ACCRUE THEREON FROM JUNE 27, 2014; PLUS ALL SUBSEQUENT AND PAST DUE ADVANCES THAT ARE MADE TO PROTECT THE SECURITY, INCLUDING BUT NOT LIMITED TO ATTORNEY AND FORECLOSURE FEES, COSTS, AND EXPENSES.

THAT by reason thereof the beneficiary under said Deed of Trust, has executed and delivered to said duly appointed Trustee, a written Declaration of Default and Demand for Sale, and has deposited with said duly appointed Trustee, such Deed of Trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

DATE: May 8, 2018


THOMAS A. SPANIER