Coleen Callahan <u>CCallahan@RobbEvans.com</u> 11450 Sheldon Street Sun Valley, CA 91352-1121 818-768-8100

Good morning Colleen,

I'm providing you with a link to a shared folder in Google Drive:

•

The link includes several folders, including:

- 1<sup>st</sup> Deeds (all properties)
- 2<sup>nd</sup> Deeds (all properties)
- Individual property folders
- Richstone Deposits: Shows copies of five checks that Geoff Richstone provided as loans for the investment properties I acquired.
  - Check 1: \$50,000, provided July 19, 2016
  - o Check 2: \$50,000, provided January 10, 2017
  - o Check 3: \$50,000, provided April 19, 2017
  - Check 4: \$300,000, provided September 15, 2017
  - o Check 5: \$180,000, provided May 11, 2018
  - o Check 6: \$320,000, provided May 11, 2018
    - Contact: Geoffrev Richstone's lawyer
- Nobmann Deposits:
  - Shows wire transfer for \$754,525 from to acquire property in Riverside.
  - Lee provided a previous loan of \$250,000 that I rolled into this property. The team at the provided at the time of purchase of the check or wire transfer that he provided at the time of purchase of the Chase property, in January 2016. Later, in 2017, I refinanced the Chase property and we applied those funds to acquire the property in Riverside.
    - Conta<u>ct:</u> Lawyer

- 1. Rent Roll of all Tenants:
  - a. See attached spreadsheet titled: 1\_Rents 2019-2020
- 2. Copy of Rental Agreements (Leases) with all Tenants
  - a. Petaluma Rental Agreement, Property 1
  - b. Hesperia Rental Agreement, Property 2
  - c. Apple Valley Rental Agreement, Property 3
  - d. Riverside Rental Agreement, Property 4 (tenant signed tenant agreement)
  - e. Costa Mesa Rental Agreement, Property 5 (Carole signed tenant agreement)
- Payment histories of all Tenants going back at least 12 months

   See attached spreadsheet titled: 1 Rents 2019 2020
- 4. Copy of all loan documents and deeds of trust securing the loans on the properties as well as loan payment histories.
  - a. Petaluma, Property 1 Folder
    - i. January 2020 mortgage statement
    - ii. 1st Deed of Trust
    - iii. 2nd Deed of Trust
  - b. Hesperia, Property 2 Folder
    - i. January 2020 mortgage statement
    - ii. 1<sup>st</sup> Deed of Trust
    - iii. 2<sup>nd</sup> Deed of Trust
  - c. Apple Valley, Property 3 Folder
    - i. January 2020 mortgage statement
    - ii. 1st Deed of Trust
    - iii. 2nd Deed of Trust
  - d. Riverside, Property 4 Folder
    - i. January 2020 mortgage statement
    - ii. 1<sup>st</sup> Deed of Trust
    - iii. 2<sup>nd</sup> Deed of Trust
  - e. Costa Mesa, Property 5 Folder
    - i. January 2020 mortgage statement
    - ii. 1st Deed of Trust
    - iii. 2nd Deed of Trust
- Copies of Loan Statements of each of the first trust deed secured loans

   Same as above
- 6. Copies (or agent contact information) for insurance on all properties:
  - a. Upon learning that we would no longer own the properties, we cancelled all insurance policies in our name. It's our understanding

that mortgage companies will secure new insurance through their own companies. Premiums get paid out of escrow funds. Monthly mortgage payment may increase if not enough in escrow to pay insurance premium

b. Insurance agent that handled insurance for all of our properties:



- 7. Identify any property in which you might reside and what your immediate plans are for that property.
  - a. We do not reside in any of the properties.
- 8. Information regarding alarm systems if any
  - a. None of the properties have activated alarm systems
- 9. Information regarding gardening services
  - a. None of the properties have gardening services
- 10. Information regarding any pool services
  - a. None of the properties have pools
- 11. Information regarding utilities, gas, electricity, water, and trash.
  - a. Tenants pay utilities for the properties
  - b. In Apple Valley, the city requires the owner of the property to pay for the trash. We are no longer the owner, and we're no longer liable for that payment.
  - c. In the Costa Mesa property, the property tax payments cover the trash service.
  - d. All properties except the Petaluma property have taxes impounded from the payment. The Petaluma property requires the owner to pay property taxes, and we are not paying those property taxes.
  - e. #4 Riverside HOA \$80.64 per month
    - ☐HOA mgmt company:

Bridle Creek Homeowners Association 6349 Riverside Avenue 2<sup>nd</sup> Floor Riverside CA 92506

□Account # 00012788

f. #5 Costa Mesa HOA - \$164 per month HOA mgmt Company:

Sea House Maintenance Corporation c/o Vintage Group

PO Box 512465 Los Angeles CA 90051

□Account # 11700003201

Pandora Marketing:

• My exit agreement with Pandora Marketing required them to pay means per month for a total of the provided that I complete ongoing work for the company. Since the settlement agreement prohibits me from continuing to perform that work, see Page 6, Section II: Ban on Secured or Unsecured Debt Relief Products or Services, Pandora is no longer obligated to pay the per month. The company is in the business of negotiating debt—which I am prohibited from doing. Since I cannot perform the work that I was supposed to do, the company's obligation to me is now null and void. But of course you can take that up with the principals of Pandora Marketing / Timeshare Compliance if you would like.

If you would like to talk after you review this information, please let me know. With regard to the properties, you should know that I have not had resources to maintain the properties as I did prior to the FTC's freeze of my assets. As a result, they have deteriorated considerably.

Liquidating those properties will require considerable resources, for the following reasons:

- 1. Selling the properties for highest value will require a need to evict the tenants in order to prepare the properties for sale.
- 2. Resources will need to be deployed to refurbish the properties for sale. Two of the properties, Hesperia and Apple Valley, will need considerable resources to upgrade because of bad tenants. And in Riverside, the property is configured for a senior living facility—not a single family home.
- 3. Getting clear title will require litigation with Geoff Richstone and Lee Nobmann, both of whom provided resources long before the FTC's action, as the checks show.

I previously wrote to the Brick Kane with hopes of opening a dialogue to learn if a possibility exists for me to acquire the properties. I would need to raise capital and create a plan. I am prepared to put in that work if the Receiver is willing to open these discussions.

Please let me know next steps to discuss. I will be sharing this document with (tenant for the Riverside property), as he has 12 senior citizens reside in that property for end-of-life care. He needs to be in the loop with everything. Thanks, Michael