

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

In re SANCTUARY BELIZE LITIGATION

No: 18-cv-3309-PJM

ORAL ARGUMENT REQUESTED

**FTC'S STATEMENT IN SUPPORT
OF THE SANCTUARY BELIZE LENDER SETTLEMENTS AND MOTION TO
CONFIRM THE RECEIVER'S CONTROL OVER KANANTIK**

The FTC strongly supports the Receiver's settlements with CVM Corporation ("CVM"), the Gordon Barienbrock Family Trust, and related parties (collectively, "Sanctuary Belize Lenders"). *See* DE895 (Apr. 10, 2020). Significantly, if approved, the CVM settlement resolves any doubt that the entities comprising the Kanantik development (collectively, "Kanantik") are receivership assets. As discussed below, this Court's Preliminary Injunction compels this result.

Equally important, confirming Kanantik's status as receivership asset will prevent its current promoters (Glen Brayshaw and Sean Runnels) from exacerbating harm to Kanantik purchasers by collecting lot payments from them when there is no reasonable possibility that they will receive any meaningful return. Because Kanantik is an asset of Defendants Luke Chadwick, Andris Pukke, and John Usher, it will be liquidated to repay their obligations in this action unless (i) each Defendant prevails (including Usher, who defaulted); (ii) Kanantik resolves potential claims the Receiver or FTC might assert against it; and (iii) Brayshaw and Runnels actually raise millions. Brayshaw and Runnels have suggested that unidentified "capital partners" will somehow extricate Kanantik from this litigation and develop it, which reflects wishful thinking at best. At worst, it reflects an intentional effort to prey on the understandable desperation of lot purchasers eager to salvage an investment that Defendants long ago rendered

unsalvageable. In short, confirming Kanantik's status as a receivership asset is what the Preliminary Injunction requires, and doing so prevents further harm to Kanantik lot purchasers.¹

Background

A. Kanantik and Sanctuary Belize Are Intertwined.

The Court is familiar with the extensive trial evidence concerning Kanantik and its intertwined relationship with Sanctuary Belize. Among other things, the Receiver testified about the "joint marketing" and "joint sales" efforts run from Pukke's Michelson Drive headquarters, which made the developments "sisters at least." Tr. 9:7-25 (Jan. 23, 2020 PM). Consumers thought they were "one and the same." Tr. 154:16-23 (Jan. 24, 2020); *id.* at 171:4-11. As with Sanctuary Belize, Kanantik told prospective purchasers that the development had no debt, which made it less risky. *See, e.g.*, Tr. 151:6-20 (Jan. 24, 2020); *id.* at 158:17-25. Also like Sanctuary Belize, Kanantik promised a hospital, golf course, marketplace, and other amenities, *see, e.g., id.* at 150:6-12, 159:5-12, 150:19-151:5, which (again like Sanctuary Belize), Kanantik claimed it would finish within two years, *see, e.g., id.* at 159:16-18.

The developments also shared employees and commingled resources. By way of example only, the same person (Sandi Kuhns) emailed lot purchasers welcoming them to "Kanantik and Sanctuary Belize." PX1434; Tr. 170:17-171:11 (Jan. 24, 2020). One Sanctuary Belize sales representative, Richard Otto, used this signature block: "Eco-Futures Developments: Sanctuary Belize | Kanantik Belize." PX1376 at 1-2. The Receiver concluded that the two developments had "extensive financial and operational involvement" together. PX816 at 73.

¹ Brayshaw and Runnels have engendered confusion regarding what Kanantik's status as a receivership entity means. It would not mean individual lot owners would have their lots placed in the receivership. Rather, it means the Receiver would operate developer-owned portions of Kanantik (for instance, unsold lots and development rights). Individual Kanantik lot owners will retain whatever rights they currently have notwithstanding the Receiver's role.

That financial relationship included millions flowing between Sanctuary Belize and Kanantik accounts.² *See* PXB ¶¶ 8-10.

B. Kanantik Is Largely Vacant Land Without Residents or Utilities.

Despite collecting millions from Kanantik lot purchasers, Kanantik lots have no power, water, or sewage. PXA2 at 266:7-18. No one has built a home there. PXA3 at 235:19-23. Sanctuary Belize is very far from finished, but Kanantik is even further away—as Runnels himself testified, Kanantik is “nowhere close to complete.” PXA2 at 266:7-18.

C. The Receiver Controls a Majority Interest in Kanantik.

I. A Convoluted Set of Intertwined Entities Own Kanantik.

As with the entities that collectively constitute the Sanctuary Belize Enterprise (“SBE”), a complicated structure of intertwined entities comprise Kanantik. Most important here, every aspect of Kanantik is “controlled directly or indirectly” by Mango Springs Development Ltd. (“Mango Belize”). PXA4 at 160:23-161:1; PXA3 at 52:15-18. Mango Belize is “the main holding and operating company for all the land in the residential portion of the project, approximately 5,500 acres.” PXA1.³ Its co-owners include Chadwick (39%), Usher (28%), and CVM (33%). *See* PXA1, PXA5 (reflecting current proportions).⁴ Notably, Atlantic International Bank Limited (“AIBL”) made a \$385,000 secured loan to Mango Belize. PXA6.

In addition to Mango Belize, Kanantik includes several additional entities. G&R Development Company of Belize, Ltd. (“G&R”) holds approximately 200 acres including a small, deteriorating hotel. PXA1; PXA3 at 119:14-120:16. The hotel “cater[ed] primarily [to] guests that come to Belize weekly to view the Sanctuary Belize Development.” PXA11 at 1.

² In fact, in September 2018, shortly before the FTC filed this action, Pukke’s subordinates forwarded him a notice that Chadwick had overdrawn a Kanantik account, *see* PXA15, which further illustrates the Kanantik-Sanctuary Belize financial connection.

³ Runnels prepared PXA1, making it a useful reference. *See* PXA2 at 96:19-97:20, 98:1-10 (discussing PXA1). However, the FTC disputes his representation that it purportedly gave “permission” for Mango Belize to open certain accounts. *See* PXA1 at 3.

⁴ Chadwick controls his interest through a Nevis entity, Exotic Investor (“Exotic”), which he wholly owns. PXA1; Tr. 48:3-8 (Jan. 30, 2020). Exotic is a Defendant in this case.

Notably, it operated at a loss, which SBE entity (and Defendant) Global Property Alliance (“GPA”) subsidized. *Id.* at 6. Notably, Chadwick and CVM each own 50% of Kanantik International Limited, *id.* at 2, which borrowed approximately \$1 million through a secured loan from AIBL ostensibly to fund the hotel’s operation, PXA7.

With respect to G&R, CVM owns 30%, and Palmaya Development, Ltd. (“Palmaya”) owns 70%. PXA1. Chadwick and Usher each own 50% of Palmaya, PXA1 at 2, and Pukke owns an option to acquire one-third, PX853.⁵ Finally, CVM and Palmaya each own 50% of Mango Springs Development, LLC (“Mango Nevada”), a Nevada entity formed to handle banking transactions “on behalf of Mango [Belize] and to manage all debts and obligations associated with Mango [Belize].” PXA13 ¶¶ 5, 7. Chadwick is Mango Nevada’s Manager. *Id.* ¶ 5; PXA1 at 3.

2. The Receiver Now Controls a Majority Interest in Kanantik.

The interests in Kanantik are complicated but the Receiver’s control is not. As discussed above, there are five parties with interests: (i) Usher; (ii) Chadwick; (iii) Pukke; (iv) CVM; and (v) AIBL. Assuming the Court approves the CVM settlement (as the FTC believes it should), the Receiver will control a majority of the Kanantik interests—and it will control 100% if the FTC prevails in the Sanctuary Belize action, as outlined here:

- Usher. As the Court is aware, Usher helped Pukke maintain control over the Sanctuary parcel.⁶ Usher served as the director or principal of various SBE entities,⁷ and participated in deceptive marketing.⁸ In its Preliminary Injunction, the Court found it fair and tenable that the FTC will prevail against Usher and froze his assets pending the trial’s outcome. *See* DE615 (Oct. 3, 2020) at 3-6, 12-13. Usher has not responded to the pending contempt motion, and defaulted in response to the FTC’s complaint against him. DE799 (Jan. 10, 2020). The FTC will seek a final order against Usher transferring his assets to the Receiver. Thus, given the evidence against Usher and his default, the Receiver is very likely to assume control of Usher’s assets, including his interest in Kanantik.

⁵ Chadwick owns his interest through Exotic. PXA1 at 2; Tr. 48:3-8 (Jan. 30, 2020). Pukke controls his option through Chloris Holdings, LLC. *See* PX853 at 4.

⁶ *See, e.g.*, Tr. 57:15-21, 59:2-13 (Jan. 23, 2020 AM) (Receiver testifying about the straw purchase); PX945.

⁷ *See, e.g.*, PX499, PX640, PX568, PX603, PX564.

⁸ *See, e.g.*, PI Tr. 67:5-18 (Mar. 19, 2019 PM); Tr. 25:15-19 (Jan. 22, 2020 AM).

- Chadwick. The Court is familiar with the evidence against Chadwick. In its Preliminary Injunction, the Court found it fair and tenable that the FTC will prevail against Chadwick and placed his material assets in the receivership pending the trial's outcome. *See* DE615 (Oct. 3, 2020) at 3-6, 25-26. Accordingly, the Receiver already controls Chadwick's interest in Kanantik.
- Pukke. The Court is familiar with the evidence against Pukke. As with Chadwick, the Court found it fair and tenable that the FTC will prevail against Pukke and placed his material assets in the receivership. *See id.* Accordingly, the Receiver already controls Pukke's interest in Kanantik.
- CVM. The Receiver's proposed settlement compromises certain claims against CVM and its owner, Vi Mathis. In exchange, CVM transfers its interests in Kanantik to the Receiver.
- AIBL. Pursuant to the Final Order resolving the FTC's claim against AIBL, AIBL assigned its security interests in Kanantik to the Receiver. DE607 (Sept. 25, 2019) at § 4(C) (PDF8).

Viewed overall, if the Court approves the CVM settlement, the Receiver will immediately control a majority interest in Kanantik, it will soon control a greater interest once the Court enters a final judgment against Usher, and it will ultimately control the remainder if the FTC prevails against Pukke and Chadwick.⁹

D. Brayshaw and Runnels Opaquely Promote Wishful Thinking.

The Mango Springs board previously included Chadwick, his wife Rebecca, and their associate Geoff Smith. *See* PXA4 at 139:3-140:4. After the FTC filed this action, Chadwick and his wife left the board, with Brayshaw and Runnels taking their place. *See id.*; *see also* PXA3 at 12:15-18. Additionally, Nana Mensah, the Sanctuary Belize farm director, PXA16-17, assumed Smith's seat. PXA4 at 139:3-140:4. Crucially of note, Brayshaw and Runnels rely extensively on Daniel Key to communicate with Kanantik purchasers. *See, e.g.*, PXA4 at 183:18-24 (Key is "the owner relations communication point"); *id.* at 185:17 (Key is "the first contact point for owners"); PXA14 (summarizing communications with Kanantik purchasers "for Daniel's

⁹ Put more technically, if the Court approves the CVM settlement, the Receiver will control 62% of Mango Belize (which itself directly holds the bulk of the Kanantik assets), 100% of Kanantik International, 50% of Palmaya, and majorities of the two entities in which Palmaya is itself a shareholder (65% of G&R and 75% of Mango Nevada), as well as Pukke's option in Palmaya and AIBL's security interests in Kanantik.

benefit”). Key is Chadwick’s cousin. PXA2 at 231:20-232:1. Before Key’s role at Kanantik, Chadwick arranged a sales position for him at Sanctuary Belize, PXA12. Thus, before working for Brayshaw and Runnels, Key worked for his cousin Chadwick and for Pukke. *See, e.g.*, PXA10 (Key emailing Pukke in late October 2018 about the “[a]wesome team effort” Sanctuary Belize tour staff put forth).

Brayshaw and Runnels have represented to the FTC that Kanantik lot purchasers purportedly want them to maintain control over Kanantik because they will access “capital partners” who will buy out dissatisfied lot purchasers and finish Kanantik.¹⁰ PXC ¶ 1. However, Brayshaw and Runnels refused the FTC’s repeated requests that they identify their mysterious “capital partners” or otherwise substantiate that they can do what they promise. *Id.* ¶ 2. Importantly, Brayshaw and Runnels collect lot payments from Kanantik consumers despite the likelihood that vacant, undeveloped Kanantik will be liquidated to satisfy the obligations that Usher, Chadwick and Pukke have incurred. *See, e.g.*, PXA4 at 117:5-13; *id.* at 117:25-118:6. As discussed below, resolving this situation in a manner consistent with the public interest requires both the Court’s involvement and the Receiver’s control.

Argument

I. The Court Should Approve the Proposed Sanctuary Belize Lenders Settlements.

The FTC joins the Receiver’s motion to approve the Sanctuary Belize Lenders settlements. Because these settlements resolve lender claims that could potentially cost the receivership estate millions, these settlements mean the Sanctuary Belize victims will receive substantially more than they otherwise would. The Sanctuary Belize Lenders settlements also provide certainty that will make it easier to sell the development to a legitimate developer. Court

¹⁰ This alternative seems superficially attractive because the best-case recovery through the receivership will be a fraction of what Kanantik lot purchasers paid (much like Sanctuary Belize lot purchasers are unlikely to recover most of what they paid). The problem is that Brayshaw and Runnels are presenting consumers with a false choice between (a) the likely limited recovery through an orderly, Court-supervised redress process and (b) some inexplicably generated substantial payout that Brayshaw and Runnels promise but almost certainly cannot deliver. Unfortunately, the choice Kanantik lot purchasers actually face is between (a) the likely limited recovery through an orderly, Court-supervised redress process and (b) no recovery at all.

approval requires only that the settlements are “in the best interests of the receivership estate,” *Commodity Futures Trading Comm’n v. Equity Fin. Grp.*, No. 04-cv-1512, 2007 WL 2139399, *2 (D.N.J. July 23, 2007), and that is clearly true here. *See also Gordon v. Dadante*, No. 05-cv-2726, 2011 WL 13234820, *1 (N.D. Ohio Jan. 14, 2011) (approving “proposed settlement between the Receiver and Merrill Lynch” because it was “fair, equitable and reasonable, and in the best interest of the Receivership Estate”).

II. The Court Should Confirm That Kanantik Is a Receivership Asset.

A. If the Court Approves the Sanctuary Belize Lenders Settlements, Then Kanantik Is Already a Receivership Asset Under the Preliminary Injunction.

As discussed above, under the PI, the Receiver already controls Chadwick and Pukke’s material assets, including their interests in Kanantik. *See* DE615 (Oct. 3, 2020) at 3-6, 25-26. Accordingly, assuming the Court approves the Sanctuary Belize Lender settlements—which it should—the Receiver will control CVM’s Kanantik interests as well. Thus, the Preliminary Injunction along with the new settlement give the Receiver majority control.

B. Confirming Kanantik’s Status as a Receivership Asset Serves the Public Interest.

Pukke, Chadwick, Usher, and their associates are solely to blame for the enormous practical problems that confront consumers and the receivership. One such problem is the fact that a smaller development (Kanantik) is an *asset* of the deceptive promoters of a much larger development (Sanctuary Belize). In this unique and unfortunate situation, confirming the Receiver’s authority over Kanantik will minimize the harm to Kanantik lot purchasers. First, without additional measures, Defendants’ assets (including Kanantik) likely will be liquidated to benefit the Sanctuary Belize lot purchasers only. Confirming Kanantik’s status as a receivership asset will help ensure an orderly, Court-controlled redress process that at least potentially avoids or minimizes the *de facto* transfer from Kanantik to Sanctuary Belize that is otherwise inevitable.

Second, abandoning millions of dollars of receivership assets—*i.e.*, the Defendants’ interests in Kanantik—is probably not legal and certainly not advisable even if some Kanantik lot purchasers prefer that. At minimum, it would be highly inappropriate for the FTC to accept

the invitation of Chadwick's appointed replacements to walk away from Chadwick's assets based on vague promises. The FTC understands how badly owners want to hear that Brayshaw, Runnels and their undisclosed "capital partners" will fix things somehow, but no amount of wishful thinking will make that fantasy a reality.

Third, individually-owned Kanantik lots are not receivership assets currently, nor does the FTC propose that they should be. If Brayshaw and Runnels genuinely have "capital partners" who can fund their efforts, nothing would prevent Brayshaw and Runnels from using that capital to purchase individual lots from Kanantik owners regardless of the development's status as a receivership entity.¹¹ More important, nothing prevents Brayshaw and Runnels from purchasing Kanantik from the Receiver. Of course, such a sale would occur through negotiations with the Receiver under the Court's supervision. Brayshaw and Runnels would have to pay more than what they have paid to date for Kanantik—which is zero.

Fourth, at least some Kanantik lot purchasers are still making payments to Mango Belize, which Brayshaw and Runnels operate. These payments are lost if Brayshaw and Runnels cannot somehow extinguish the Receiver's interest in Kanantik and fund the development's completion. Enabling the Receiver to stop further lot payments until the Court approves an orderly redress program will save Kanantik owners considerable money.

Finally, confirming Kanantik's status as a receivership asset will make it significantly easier for the Receiver to assume full control and stabilize the situation. Although the Receiver already controls interests in Kanantik, and will control a majority if the Court approves the Sanctuary Belize Lender settlements, understanding the Receiver's control requires analyzing those settlements, the Preliminary Injunction, and Kanantik's convoluted, multi-entity ownership structure. As such, confirming the Receiver's control through the simple attached Proposed Order will end any uncertainty regarding the Receiver's role and thereby facilitate its work.

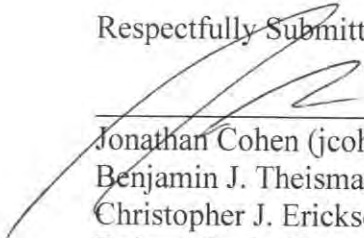
¹¹ Brayshaw and Runnels have informed the FTC that they will not invest their own assets in Kanantik. PXC ¶ 4. Put differently, they do not want to share risk with lot purchasers. In fact, Runnels and Brayshaw themselves have no ownership interest in the Kanantik entities addressed herein. PXA2 at 65:14-16; PXA4 at 136:14-17.

Conclusion

For all the aforementioned reasons, the Court should approve the Sanctuary Belize Lender settlements and confirm Kanantik's status as a receivership entity.

Dated: April 10, 2020

Respectfully Submitted,



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PXA

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
SOUTHERN DIVISION**

In re SANCTUARY BELIZE LITIGATION

No: 18-cv-3309-PJM

**DECLARATION OF CAROLINE DORSEY
PURSUANT TO 28 U.S.C. § 1746**

I, Caroline Dorsey, hereby state that I have personal knowledge of the facts set forth below and am competent to testify about them. If called as a witness, I could and would testify as follows:

1. I am a United States citizen over the age of 18.
2. I received a Bachelor's Degree from the University of Virginia in 2019.
3. I am employed by the Federal Trade Commission ("FTC") as an Honors Paralegal in the Bureau of Consumer Protection. I have held this position since August 2019. My business address is 600 Pennsylvania Avenue, N.W., Mail Drop 9424, Washington, DC 20580.
4. In October 2019, I was assigned to work on the investigation into the Sanctuary Belize Enterprise ("SBE"), including its various associated individuals and companies. The matter concerns sales of lots in a real estate development in Belize that has variously been called "Sanctuary Bay," "Sanctuary Belize," and "The Reserve," and which I will refer to as "Sanctuary Belize" for ease and clarity.
5. **PXA1** is a true and correct copy of a document bearing bates numbers PWSP0001389 through PWSP0001391 that was produced to the FTC by Sean Runnels in response to a subpoena dated October 1, 2019.
6. **PXA2** is a true and correct copy of excerpts from a transcript of the deposition of Sean Runnels taken on October 20, 2019 in the matter of *In re Sanctuary Belize Litigation 18-3309*.
7. **PXA3** is a true and correct copy of excerpts from a transcript of the deposition of Sean Runnels taken on November 14, 2019 in the matter of *In re Sanctuary Belize Litigation 18-3309*.

8. **PXA4** is a true and correct copy of excerpts from a transcript of the deposition of Glen Brayshaw taken on November 11, 2019 in the matter of *In re Sanctuary Belize Litigation 18-3309*.
9. **PXA5** is a true and correct copy of the “Shareholder Cash Call- Section 19” dated September 11, 2019 that was produced to the FTC by Sean Runnels.
10. **PXA6** is a true and correct copy of a document bearing bates numbers AIB_000988 through AIB_001007 that was produced to the FTC by Atlantic International Bank.
11. **PXA7** is a true and correct copy of a document bearing bates numbers AIB_000883 through AIB_000907 that was produced to the FTC by Atlantic International Bank.
12. **PXA8** is a true and correct copy of an email from Christopher Cammarano to Eric Hogan, Daniel Key, and others that was obtained during the immediate access that the FTC conducted on November 7, 2018 at 3333 Michelson Drive, Suite 500, Irvine CA, 92612.
13. **PXA9** is a true and correct copy of an email from Daniel Key to Andris Pukke, copying Peter Baker, Rod Kazazi, and Brandi Greenfield that was obtained during the immediate access that the FTC conducted on November 7, 2018 at 3333 Michelson Drive, Suite 500, Irvine CA, 92612.
14. **PXA10** is a true and correct copy of an email from Daniel Key to Andris Pukke, copying others that was obtained during the immediate access that the FTC conducted on November 7, 2018 at 3333 Michelson Drive, Suite 500, Irvine CA, 92612.
15. **PXA11** is a true and correct copy of a document bearing bates numbers AIB_000946 through AIB_000955 that was produced to the FTC by Atlantic International Bank.
16. **PXA12** is a true and correct copy of an email and its attachment from Luke Chadwick to Rod Kazazi, David Raft, and Delora Sandoval that was obtained during the immediate access that the FTC conducted on November 7, 2018 at 3333 Michelson Drive, Suite 500, Irvine CA, 92612.
17. **PXA13** is a true and correct copy of the “Declaration of Luke Chadwick in Support of Motion to Compel Arbitration and Stay Action” that was filed with the Superior Court of the State of California on January 22, 2018 for *Cleo Mathis et al. v. Luke Chadwick et al.*, 30-2017-00936852-CU-BC-CJC.
18. **PXA14** is a true and correct copy of an email bearing bates numbers PWSP0000636 through PWSP0000641 that was produced to the FTC by Sean Runnels in response to a subpoena dated October 1, 2019.
19. **PXA15** is a true and correct copy of an email from Rod Kazazi to Andris Pukke and Brandi Greenfield that was obtained during the immediate access that the FTC conducted on November 7, 2018 at 3333 Michelson Drive, Suite 500, Irvine CA, 92612.

20. **PXA16** is a true and correct copy of an email from Frank Connelly to Nana Mensah that was obtained during the immediate access that the FTC conducted on November 7, 2018 at 3333 Michelson Drive, Suite 500, Irvine CA, 92612.
21. **PXA17** is a true and correct copy of an email from Sandi Kuhns to Nana Mensah, copying others that was obtained during the immediate access that the FTC conducted on November 7, 2018 at 3333 Michelson Drive, Suite 500, Irvine CA, 92612.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in in the United States of America on April 10, 2020.

/s/ _____
Caroline Dorsey



Belize Organizational Structure

1. Mango Springs Development, Ltd - Registered December 3, 2010 - Belize

This is the main holding and operating company for all the land in the residential portion of the project, approximately 5,500 acres. It was formed by Luke Chadwick. It has inherited parcels as they've been acquired from other entities.

SHARE STRUCTURE:

EXOTIC INVESTOR, LLC – a Nevis LLC, wholly-owned by Luke Chadwick	3,334 shares*
JOHN USHER – an individual, a Belizean national	3,333 shares*
CVM CORPORATION – a Nevis corporation, owned by Vi Mathis, et al.	3,333 shares

* Exotic and Usher entered into a share purchase agreement for Exotic to buy all Usher shares. Certain amounts were bought before Exotic stopped paying on the deal and Usher sued to cancel the deal. Current share ownership is affected by this agreement, but changes the shares more heavily in favor of Exotic based on a pro-rata transfer of whatever amounts he did pay.

BOARD OF DIRECTORS

Origins of BoD was Chadwick, Usher and Mathis. At some point in the operations of the company, Chadwick was named Managing Director. Because of the share purchase agreement with Usher, Exotic owned 66% of the company shares and held 2 director slots. On June 15, 2017 Mango increased the Board to 5 members and Rebecca Chadwick and Geoffrey Smith were added to the Board. Subsequent to that the Board removed Vi from the Board for inactivity. In March of this year, Rebecca and Luke resigned and were replaced by Sean and Glen.

2. G&R Development Company of Belize, Ltd. – Registered February 4, 1996

This is the main holding and operating company for the all the land and assets of the resort portion of the project, approximately 200 acres. It was formed by Roberto Fabbri, an Italian businessman who built the resort. The resort was purchased by Chadwick, Mathis and Usher and this company was fully purchased in that process and kept in-tact.

SHARE STRUCTURE:

PALMAYA DEVELOPMENT, LTD. – a Belizean Company	7,000 shares
CVM CORPORATION – a Nevis corporation, owned by Vi Mathis, et al.	3,000 shares

BOARD OF DIRECTORS

Post-acquisition the Board was formed to include Chadwick, Mathis and Usher. Chadwick was installed as Managing Director. The Board remains in this state.

3. Mango Springs Development, LLC – A Nevada LLC – Formed ?

This LLC was formed to provide US Bank treasury services to Mango Springs Development, Ltd. I don't have formal docs, but believe it was formed by Mathis and Chadwick and split 50/50 (through their Nevis entities). It has no assets and exists purely to handle banking transactions on behalf of Mango – Belize. In effect, all the lots owners pay their monthly amounts to this company. This company takes in any bulk payments for lots etc. Its process the payments and then is directed by Mango – Belize on how to spend the money. Whether its for vendors, payroll, taxes, any and all forms of business expenses. This allows clients to pay in USD and Mango – Belize to pay vendors and others in USD. Belize Central Bank has a tight grip on money flowing in and out of the country so converting everything to Belizean \$ creates hardship for day to day operations.

No Board, just a standard off the shelf LLC whose sole “asset” is a services agreement with Mango Springs Development, LTD. Chadwick is Managing Member.

4. PALMAYA DEVELOPMENT, LTD. – Joint Venture between Exotic and Usher. Owned 50/50. Subject to the share transfer agreement mentioned earlier. Still exists. Holds interest in G&R.

HISTORY

Chadwick and Usher both worked on Sanctuary. Chadwick in sales and development. Usher as boots on the ground Belizean land aggregator etc. Chadwick begins to look to depart Sanctuary circa 2012. Usher and Chadwick fined various parcels that will ultimately consist of the residential land and begin to aggregate them. Along the way Chadwick meets and court Mathis as capital investor. Mathis invests in both Sanctuary (lendor) and Kanantik (equity). Mathis invests money for purchase of resort (G&R) and some remainder parcels for residential. Chadwick leaves Sanctuary circa 2014 and begins to work on Kanantik exclusively. Usher remains with Sanctuary. Mathis is fairly passive investor. Chadwick and Usher agree to deal to buy Usher out of Kanantik in 2014.

A **Services Agreement** to handle all treasury services is made between Mango – Belize and Mango – Nevada on August 15th, 2014.

A **Resort Lease Agreement** is made between Mango – Belize and G&R – Belize on January 1, 2015. Lease is for 50 years and essentially gives Mango full control of the resort and full responsibility for costs therein.

Sales slow as ties are cut with Sanctuary, Mathis begins to demand money back, Chadwick stops payments to Usher for shares all circa 2016ish.

Lawsuits are filed back and forth between all shareholders for various things. Usher successfully cancels share deal, except for monies already paid and receives shares back. Mathis and Chadwick remain in lawsuits for everything under the sun, none of which are super relevant, except perhaps the BoD changes in Mango Springs, which she is contesting (of course)

Glen and Sean enter scene Spring 2018 through mutual contact Neil Brandom (we bought our golf course from him..he is fellow Australian with Chadwick). Chadwick is looking to reinvigorate the project. We meet for many months and come to some preliminary agreements. I rally a group of

investors to visit the site in Belize November 9- 12, 2018. On November 8, 2018, the FTC drop bombshell lawsuit on the project to the north, Sanctuary. Investors and I attend trip to Belize regardless.

The TRO for the FTC action **INCLUDES** Chadwick and Usher for their involvement in Sanctuary. **DOES NOT INCLUDE** any of the companies listed in this document. Receiver is set in place for all Sanctuary assets. Receiver control **DOES NOT** extend to any assets of any of the companies listed above.

Accounts opened by Luke Chadwick, where Luke is main signatory, including accounts connected with Mango Springs Development, LLC and Mango Springs Development, Ltd., are frozen however, leaving the company, and specifically Mango-Belize's obligation to payroll for resort staff in jeopardy. Payments cannot be received from owners or processed anymore. Payments to vendors, staff, etc. cannot go out.

In January, WITH THE PERMISSION of FTC counsel, Mango Springs LLC opens a NEW bank account by Board resolution with Rebecca Chadwick as signatory. Damage control is done with existing clients and payments begin to recommence.

A webinar is held in February to the owners explaining the issues with non-communication, the impact of the FTC action and introducing Glen and Sean as developers who will be taking over day to day operations in order to keep the project and resort viable.

Glen and Sean are placed on Board in March.

FUTURE

Mango – Belize, through its BoD will assign the **Services Agreement** and **Resort Agreement** to companies formed and owned by Glen and Sean. These companies will commence business.

That's it.

In the Matter of:

FTC v. Ecological Fox, et al.

October 20, 2019

Sean M. Runnels

Condensed Transcript with Word Index



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1 UNITED STATES DISTRICT COURT
 2 FOR THE DISTRICT OF MARYLAND
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 4)
 5 In re Sanctuary Belize Litigation) Case No. 18-3309-PJM
 6 _____)
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 14 DEPOSITION OF SEAN M. RUNNELS
 15 Los Angeles, California
 16 Sunday, October 20, 2019
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 21
 22 REPORTED BY:
 23 JEAN KIM
 24 CSR NO. 13555, RPR
 25

2

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 2 FOR THE DISTRICT OF MARYLAND
 3
 4)
 5 In re Sanctuary Belize Litigation) Case No. 18-3309-PJM
 6 _____)
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 14 Deposition of SEAN M. RUNNELS, taken on behalf of the
 15 Plaintiff, at 10990 Wilshire Boulevard, Suite 400,
 16 Los Angeles, California, commencing at 10:09 a.m., on
 17 Sunday, October 20, 2019, before Jean Kim, CSR No. 13555,
 18 RPR, a Certified Shorthand Reporter in and for the County
 19 of Los Angeles, State of California.
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 21
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 23
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3

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1 attending telephonically. He's not present, but just in
2 the interest of time, we're going to move forward because
3 it is at 10:11 or so.
4 Second, I wanted to say preliminarily that I
5 have an understanding, based on discussions with counsel,
6 that a small number of documents were withheld from the
7 production that you made on or about Thursday of this
8 past week and that there are some privilege issues that
9 are associated with those that will need the involvement
10 or may need the involvement of Foley & Lardner to resolve
11 and that everybody will work together -- or we assume
12 everybody will work together -- in good faith to get
13 those resolved. And then, ultimately, it may need to be
14 the case that Foley needs to produce a privilege log.
15 But in any event, I wanted to put that on the
16 record that we're going to work that out.
17 MR. DYER: Thanks. I think you'd also agreed
18 that we could put on the record that this was an
19 expedited production and that we had agreed that, if
20 there were any privilege issues, that there could be a
21 clawback of those documents. But at this point, we don't
22 expect that to be a problem.
23 MR. COHEN: That's agreed.
24 And, again, just to sort of reiterate counsel's
25 point -- I didn't mean to have forgotten that -- we'll

1 Los Angeles, California; Sunday, October 20, 2019
2 10:09 a.m.
3
4 SEAN M. RUNNELS,
5 having declared under penalty of perjury to tell the
6 truth, was examined and testified as follows:
7
8 MR. COHEN: Good morning, Mr. Runnels.
9 THE WITNESS: Good morning.
10 MR. COHEN: So I think -- first thing. I'm
11 going to introduce myself. I'm Jonathan Cohen. I'm an
12 attorney representing the Commission in In re
13 Sanctuary Belize Litigation.
14 And if I could have the counsel, first present,
15 then on the phone, introduce themselves.
16 MR. DYER: Yes. Aaron Dyer from Pillsbury
17 Winthrop Shaw Pittman. I'm appearing on behalf of
18 Mango Springs Development, LLC, a Delaware corporation,
19 and Sean Runnels.
20 MR. HOSP: And this is Phil Hosp from Foley &
21 Lardner on behalf of defendant Luke Chadwick.
22 MR. COHEN: Before we begin, I want to note that
23 we're on the record at around 9:11 -- excuse me. 10:11.
24 I have been informed by Mr. Santos that he was
25 going to be first attending this in person and then

1 assume that any kind of standard form clawback agreement
2 under -- I think it's 502 -- would be in place in the
3 event that that does occur. And you'll have appropriate
4 rights under those, and we would just either stop
5 reviewing or return materials. That's not a problem at
6 all.
7 Did someone just join?
8 MR. SANTOS: Yes. I apologize. This is Michael
9 Santos. I'll go on mute.
10 MR. COHEN: Okay. And then I don't think there
11 were other preliminaries.
12 MR. DYER: No.
13
14 EXAMINATION
15 BY MR. COHEN:
16 Q Have you been deposed before?
17 A Yes.
18 Q How many times?
19 A Once.
20 Q And in what matter?
21 A In what matter?
22 Q Uh-huh.
23 A It was an SEC investigation.
24 Q Were you the target of the investigation, if you
25 know?

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1 back.
2 **When you're dealing with Kanantik issues, some**
3 **of those dealings are through Mango Delaware; correct?**
4 A Only recently. But yes.
5 **Q And some of those dealings were through Mango**
6 **Belize?**
7 A Yes.
8 **Q And some of those dealings are through -- are**
9 **any of the dealings through Mango Nevada?**
10 A No.
11 **Q Are any of the dealings through any other**
12 **company that we haven't mentioned? Any non-Mango**
13 **company?**
14 A Yes. There's the company that owns the resort,
15 G&R Development.
16 **Q And what's your role, if any, with respect to**
17 **G&R?**
18 A No role, but certainly there's been decisions
19 that have to get made, and that company's involved.
20 **Q Sometimes in these transactions -- you alluded**
21 **to this before with the golf course -- that there's a lot**
22 **of different LLCs or other types of entities.**
23 A Right.
24 **Q So if you're doing something related or have --**
25 **withdraw the question. Make it a little bit clearer.**

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1 **When you've been acting relative to Kanantik**
2 **through Mango Delaware, I'm correct, aren't I, that**
3 **there's no other entity involved?**
4 **So in your personal capacity working through**
5 **Mango Delaware to effect things in Kanantik as opposed to**
6 **a structure where you're employed by -- I don't know --**
7 **Sean, LLC, and then Sean, LLC, is doing things for Mango**
8 **Delaware and so forth?**
9 A I would say that's untrue.
10 Mango Delaware, LLC, is a company that was
11 formed to handle a very small specific set of unique
12 characteristics that happened when you do business in
13 Belize.
14 Mango Delaware is not and does not have any
15 control function over the project at all.
16 **Q Let me see if I can ask it a better way --**
17 A It works the other way. Mango Belize controls
18 everything.
19 **Q We're going to come back to sort of what Mango**
20 **Delaware does and what Mango Belize does.**
21 **But you're the -- I've seen signed documents**
22 **where you've signed on behalf of Mango Delaware.**
23 **Correct? You've signed documents on behalf of Mango**
24 **Delaware?**
25 A I'd have to see those. I don't think so.

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1 **Q When you are doing work for Mango Delaware,**
2 **you're doing work in your personal capacity, aren't you?**
3 A Again, Mango Delaware doesn't really have any
4 work to do. It gets -- it's a company that's the
5 treasury services company that basically takes direction
6 from Mango Belize.
7 I'm not trying to parse. I'm just --
8 **Q It's okay. Parsing is okay.**
9 **Are you answering on behalf of Mango Nevada or**
10 **Mango Delaware?**
11 A Both Mango Nevada and Mango Delaware are the
12 exact same thing. It just so happens that Mango Nevada
13 was not a company that we controlled. So Mango Delaware
14 was simply created to be the exact same thing as Mango
15 Nevada, just under our control. All it does is treasury
16 services.
17 **Q Okay. Is there any entity that you control that**
18 **has done any work related in any way to Kanantik other**
19 **than the Mango entities?**
20 A Almost all my exploratory stuff that I do in my
21 own personal life is through a company that I have.
22 **Q Okay. That's what I was getting at. You did a**
23 **better job than I did of getting there.**
24 **And what's that company?**
25 A That's an LLC that I own. That's just --

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1 **Q And the name of that LLC?**
2 A CV Land Company.
3 **Q CV Land Company.**
4 **Is where is that LLC formed?**
5 A California.
6 **Q Does it have offices or employees?**
7 A No.
8 **Q And you said almost all of the work that you --**
9 **the exploratory work that you've done with respect to**
10 **Belize has been done through CV Land Company; correct?**
11 A Yeah.
12 **Q Which part has not been done through CV Land**
13 **Company?**
14 A Well, there are functions and things that I've
15 done as a member of the board of Mango Springs that would
16 have nothing to do with CV Land Company.
17 **Q So other than the Mango entities and CV Land**
18 **Company and whatever you might have done, if anything, in**
19 **your personal capacity, am I missing any entities that**
20 **have been involved in terms of your relationship with**
21 **Kanantik?**
22 A You've got the Mangos, you've got the G&R,
23 CV Land -- I'm going to say no.
24 **Q What financial interest do you or any entity**
25 **that you control have in Kanantik?**

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1 A None.
2 **Q Have you or any entity you control made any**
3 **loans to any person or entity related to Kanantik?**
4 A No.
5 **Q Do you have an expectation of doing so in the**
6 **future?**
7 A If things go right, sure.
8 **Q And explain to me how that might work if things**
9 **go well.**
10 A Well, certainly, in most businesses that I've
11 done, there's a time and place where there's capital that
12 needs to be lent to whatever operating company you have
13 running. Sometimes I do that personally. Sure.
14 **Q Do you or any entity you control have any**
15 **ownership interest in any entity related to Kanantik?**
16 A Yes. I own and control Mango Springs Delaware.
17 **Q Any others?**
18 A No.
19 **Q Do you have an expectation of obtaining an**
20 **ownership interest in any entity related to Kanantik?**
21 A It's not my primary concern.
22 **Q And when I say "you," I mean you or any entity**
23 **you control.**
24 A Yeah. No. It's not my primary concern.
25 **Q Do you or any entity you control have any**

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1 **options or other rights of any sort concerning any entity**
2 **connected to Kanantik?**
3 A For ownership?
4 **Q Anything. Any rights of any sort. Options or**
5 **anything else.**
6 A Yes.
7 **Q And what are those?**
8 A There were some early agreements with Luke that
9 we made where, when we initially came into this project,
10 we were looking to do sales and we made an agreement with
11 him, which has long been forgotten, to be honest.
12 It was basically -- at the time, before we took
13 investors down there, we were going to purchase 100 lots.
14 And it was so early in the relationship there's not a lot
15 of details on it. It was mainly for our benefit that
16 we -- so that we could go start this investment of time
17 and energy. That was going to be -- we had clients that
18 we thought we could -- again, we were presented that this
19 was a growing, thriving operational development with some
20 sales issues.
21 So I think, early on, we made an agreement to
22 purchase 100 lots, work through the details as we needed
23 to. And that gave us the headroom to create investors to
24 go down there and take a look at the project.
25 **Q So you did, in fact, purchase 100 lots?**

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1 A No.
2 **Q Did you purchase any lots?**
3 A We have an agreement.
4 No. I haven't purchased it. We haven't
5 purchased any lots. We have an agreement that, I think,
6 entitles us the right to purchase 100 lots.
7 **Q And when was that agreement executed?**
8 A I don't know, but it was, I believe, in the
9 month of October.
10 **Q That would be October 2018?**
11 A Yeah. Yes.
12 It's not an agreement that I would execute at
13 this point, though. Or follow up on.
14 **Q And do you have an expectation that you'll**
15 **obtain options or other rights of any sort concerning any**
16 **entity connected to Kanantik?**
17 A Yes.
18 **Q And what do you expect to happen?**
19 A Our plan is to -- we would need development
20 agreements. We would need -- well, we've had the resort
21 agreement transferred, the treasury services agreement
22 transferred. The tools by which the business runs, I
23 would assume we would be involved in all of those.
24 I can't speak for Glen. I can, really, but I
25 won't.

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1 I'm not interested, at this particular point, in
2 any equity. That's, to me, secondary to the goal, and
3 the goal would of course be to run the businesses
4 correctly.
5 **Q So the expectation would be that you would gain**
6 **control of various rights that the existing Mango**
7 **entities have as well as potentially G&R and then use**
8 **that to operate the business?**
9 A To some extent, we've already done that. I
10 wouldn't call them rights, though. These are just
11 contracts that the board has assigned to certain
12 entities, and they would assign them to other entities.
13 I wouldn't anticipate getting any rights.
14 **Q Have you or any entity you control received any**
15 **compensation of any sort from any person or entity**
16 **related to Kanantik?**
17 A No.
18 **Q You have an expectation, though, that that might**
19 **happen?**
20 A No. I wouldn't anticipate we would ever receive
21 any money from Kanantik, so to speak. If we, for
22 example, run a resort business and it produces a profit,
23 it would probably go to, first, all of the various people
24 that had invested in the business. But if I had some
25 ownership in that entity, then, yes, of course.

1 So he committed to moving down there to watch
 2 over -- really, to be the boots on the ground, to watch
 3 over the asset, to make sure that systems were put in
 4 place to protect it.
 5 And this is what we had to do. I can't believe
 6 it hadn't been previously. You have to have boots on the
 7 ground in a country like that.
 8 I'm sure you know that your assets are walking
 9 away on Sanctuary daily.
 10 **Q What assets are walking away in Sanctuary?**
 11 A I am told that there is rampant removal of
 12 anything of value. Overbilling --
 13 **Q Who's being overbilled?**
 14 A I would assume whoever is paying the bills.
 15 **Q The receiver?**
 16 A If that's who's paying the bills, then yes. I
 17 think that the receiver doesn't have any money to pay the
 18 bills, though. It's probably the clients and customers
 19 that are paying the bills or however he gets his money.
 20 Certainly, he's not doing it out of charity. But the
 21 receiver's paying the bills, and, yeah, there's third
 22 party --
 23 So we needed boots on the ground, and so that's
 24 why Glen moved down there.
 25 **Q And when you say you communicate with him less**

1 frequently now, roughly speaking, how frequently do you
 2 communicate with Mr. Brayshaw?
 3 A A couple times a week.
 4 **Q By telephone?**
 5 A Yes.
 6 **Q Do you also e-mail him?**
 7 A Sure.
 8 **Q And do you use text messaging or WhatsApp?**
 9 A We use WhatsApp to call. I don't really use it
 10 much to text.
 11 **Q And when did you last speak with Mr. Brayshaw?**
 12 A I could tell you exactly if I look at my phone.
 13 **Q You can tell me. You can look at your phone.**
 14 A I think I probably talked to him Thursday or
 15 Friday.
 16 **Q Did you discuss this deposition with**
 17 **Mr. Brayshaw?**
 18 A Yes.
 19 **Q And what was the substance of that?**
 20 A I have to go to a depo on Sunday.
 21 **Q And did you tell him anything else?**
 22 A We really didn't discuss much else. I mean
 23 beyond what's it about and what do they want to know, and
 24 I -- he is of the same mindset that I am that, "Great.
 25 Fantastic. Let's go."

1 **Q Mr. Brayshaw has family still in the**
 2 **United States?**
 3 A Mr. Brayshaw is Canadian.
 4 **Q Oh, okay.**
 5 A I doubt he has any family in the States.
 6 **Q Mr. Brayshaw has family in Canada?**
 7 A Oh, sure.
 8 **Q Do you know whether he intends to return to the**
 9 **United States or come through the United States any time**
 10 **soon?**
 11 A Without hijacking this thing, for a long period
 12 of time -- he has an extended issue with his wife and
 13 residency, and there is no book for the American system
 14 to take a Canadian getting a green card with a -- she's
 15 Russian -- a Russian who's overstayed her visa and allow
 16 them --
 17 You know, there's multiple issues on that front,
 18 and I think at some point they've made a decision, if she
 19 were to leave, she would get a ban, and they couldn't get
 20 the -- anyways, I think that that has disillusioned him
 21 on the process of being an American citizen.
 22 **Q That's helpful. But I guess what I'm wondering**
 23 **is: He's been in Belize consistently, to your knowledge,**
 24 **since May. He's not going back and forth from Canada?**
 25 A Oh, no. No.

1 **Q And he has a -- was it a wife or a girlfriend?**
 2 **A partner --**
 3 A Wife.
 4 **Q -- in Canada?**
 5 A No.
 6 **Q And where is she?**
 7 A She went back to Russia.
 8 **Q She's back in Russia.**
 9 A Uh-huh.
 10 **Q Does Mr. Brayshaw have a residence in the**
 11 **United States?**
 12 A No.
 13 **Q Does he own property here?**
 14 A Personal?
 15 **Q Other than the golf course and the --**
 16 A No. Well, I don't know. I don't know. Glen
 17 could -- I don't know. I have to say I don't know. I
 18 don't think so.
 19 **Q Let's switch gears to what has been marked as**
 20 **SR4.**
 21 **Have you seen this before?**
 22 A Yes.
 23 **Q Did you prepare this document?**
 24 A I made this document.
 25 **Q And when did you do that?**

1 A Best of my recollection, sometime in March of
2 2019, maybe February. As soon as we started really being
3 involved.

4 **Q For what purpose was it drafted?**

5 A This was drafted for two reasons. The first
6 reason was so I could collect the majority of information
7 that I had been collecting as my due diligence process
8 into one organized document, to try to get a coherent
9 understanding of what I was dealing with. It was like
10 pulling teeth to get this information. I spent months
11 trying to work with Luke, trying to understand, trying to
12 get to the bottom of it.

13 The second reason was for my counsel at the
14 time. Or, you know -- yeah.

15 **Q It's Mr. Hosp?**

16 A Yes. For Foley. Because the things that I
17 needed to hire them to do were also confusing. And so I
18 created a document to explain what I wanted to do, the
19 corporate stuff I wanted to do, the things that I needed
20 help with.

21 **Q Let me direct you to the paragraph that says**
22 **"board of directors."**

23 **Actually, one question first. Sorry.**

24 **Mr. Chadwick, it sounds like, provided input**
25 **into this document?**

1 A In response to all my questions about -- yes. I
2 wouldn't say -- no, not in the creation of this, but all
3 of the information that I used to create this was
4 provided by Luke.

5 **Q There was no other source of information?**

6 A Luke and documents and things that were provided
7 by Luke.

8 **Q So Luke, documents, and other information that**
9 **was provided by Luke?**

10 A Yes.

11 **Q The paragraph underneath where it says "board of**
12 **directors," the second to last sentence reads "subsequent**
13 **to that, the board removed Vi from the board for**
14 **inactivity."**

15 **Is that something -- did I read that correctly?**

16 A Yes.

17 **Q Is this something that you independently**
18 **verified?**

19 A I saw the resolution that removed her.

20 **Q You don't know whether she was, in fact, removed**
21 **for -- well, that's a terrible question. Withdraw that**
22 **question.**

23 **You don't know whether the board's basis for**
24 **removing her was, in fact, valid?**

25 A I don't know that the board's reason were, in

1 fact, valid --

2 I don't know the board's reasons for removing
3 her beyond what I wrote here. I was told that she didn't
4 come to the meeting; she wasn't involved.

5 **Q But you haven't independently verified whether**
6 **or not that's true?**

7 A No.

8 **Q So, for all you know, she really wanted to come**
9 **to the meetings and wasn't allowed to?**

10 A Hypothetically? I guess. I don't know. I saw
11 the resolution that removed her.

12 **Q But based on your knowledge, what I've just**
13 **supposed is not something you can rule out?**

14 A I can. I can rule that out. And, to my
15 knowledge, that's not true at all because that's not what
16 I was told.

17 What I was told by Luke over and over and over
18 and over again was that he invited her all the time. She
19 didn't respond. She wouldn't come to meetings. She was
20 adverse to things they wanted to do. She was in bed with
21 Pukke. All those things.

22 So there was a long string, an exhausting
23 string, of things from Luke regarding that process.

24 What I did for this document and what mattered
25 to me was that there was a resolution from the board

1 removing her.

2 **Q You did nothing to verify Luke's representations**
3 **regarding the course of his interaction with Ms. Mathis?**

4 A I knew that there was a lawsuit about that exact
5 issue and figured that was going to resolve itself one
6 way or the other.

7 **Q Again, I apologize I'm coming back to this, but**
8 **I want to make sure that I understand.**

9 **You don't know whether the things that**
10 **Mr. Chadwick was telling you were true. You just have**
11 **testified that he told you a lot of things.**

12 A I took him at face value.

13 **Q Let me direct you to the second page just above**
14 **where it starts to talk about Palmaya. This is a**
15 **reference to Mango Nevada, and it reads "No board, just a**
16 **standard off-the-shelf LLC, whose sole asset is a**
17 **services agreement with Mango Springs Development,**
18 **Limited. Chadwick is managing member."**

19 **Did I read that correctly?**

20 A Yes.

21 **Q Actually, let's just put this in the record.**
22 **(Exhibit 5 was marked for identification by the**
23 **certified shorthand reporter.)**

24 BY MR. COHEN:

25 **Q Is this document the services agreement to which**

229

1 **Q I'm correct, aren't I, that this is a**
2 **communication that's forwarded to you and to Mr. Brayshaw**
3 **related to the Webinar?**
4 A Yes.
5 **Q And I think you testified earlier that the FTC**
6 **was discussed during the Webinar?**
7 A Yes.
8 **Q What was explained to consumers regarding the**
9 **FTC's action?**
10 A I would imagine there's a recording of the
11 Webinar; so I'll preface by saying it probably exists.
12 So if I'm wrong, I'm wrong. I'm going to try to remember
13 what I recall.
14 What I recall is that the explanation was the
15 same that I was being given. The FTC has moved in on the
16 project on the north, Sanctuary. It stems from a
17 longstanding dispute that the FTC's had with Andris
18 Pukke. Luke is named in the lawsuit because he worked
19 there and was involved with the marketing of that
20 project. But it doesn't involve the Kanantik project or
21 the Kanantik assets, and none of those companies are
22 involved in the lawsuit.
23 I would say that's the substance of what was
24 said.
25 MR. COHEN: This is another one I'm going to

230

1 skip --
2 Let's mark as 24 something titled "'Kanantik'
3 LLC."
4 (Exhibit 24 was marked for identification by the
5 certified shorthand reporter.)
6 BY MR. COHEN:
7 **Q Is this a document that you prepared?**
8 A Yes.
9 **Q And what is Kanantik, LLC?**
10 A Nothing. It's a placeholder. We had a
11 to-be-formed company at some point. It was just a
12 placeholder.
13 **Q You had testified about the prospect of putting**
14 **in \$1 million.**
15 A Yes.
16 **Q Is this how the \$1 million might be spent if it**
17 **were put into the project?**
18 A This is the hotel piece that I mentioned.
19 **Q The hotel piece.**
20 A Yes.
21 **Q And the hotel piece and -- withdraw the**
22 **question.**
23 **The potential hotel management agreement is an**
24 **important part of the benefit that you sought to obtain**
25 **from your involvement; correct?**

231

1 A Yes.
2 **Q And you also included -- withdraw the question.**
3 **Let's actually just set this document aside. I**
4 **know they're going in a neat stack, but we're going to**
5 **come back to this.**
6 A Sure.
7 MR. COHEN: This is SR25.
8 (Exhibit 25 was marked for identification by the
9 certified shorthand reporter.)
10 BY MR. COHEN:
11 **Q This is an e-mail from Mr. Brayshaw -- you may**
12 **have already testified to this. But**
13 **glen@glenbrayshaw.com is Mr. Brayshaw's e-mail address?**
14 A Yes.
15 **Q And geoffreydaytonsmith@gmail.com is Mr. Smith's**
16 **e-mail address?**
17 A Yes.
18 **Q It begins "Hey fellas, this e-mail's mostly for**
19 **Daniel's benefit."**
20 **Who is Daniel?**
21 A Daniel Key -- he was a sales guy.
22 **Q For Kanantik?**
23 A For Kanantik, yeah. Happens to be Luke's
24 cousin.
25 **Q Oh, he's Luke's cousin?**

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1 A Yes.
2 **Q Does Luke have any other relatives working on**
3 **the Kanantik project that you're aware of?**
4 A No.
5 **Q Well, my understanding of this -- actually,**
6 **rather than have me testify --**
7 **What's your understanding of what's being**
8 **conveyed by Glen to Mr. Smith and Mr. Chadwick and**
9 **yourself?**
10 A I think he's just putting -- I remember, when he
11 sent this, I didn't read it then. I haven't read it,
12 really.
13 But Glen's tasked with, after the Webinar,
14 certainly, reaching out to any -- creating client
15 relationships with anybody in the client database.
16 So I think it shocked Glen dramatically that
17 Luke didn't have personal relationships with the clients.
18 Certainly the ones that were upset with it but, even
19 better, the ones that were happy. So I believe he began
20 an endeavor to make those relationships.
21 **Q Well, let me direct you to under "Izak."**
22 **"Spoke with him last week and texted him again**
23 **on March 9th to set up a call for Monday, March 11th, and**
24 **I will have you participate in that call. He seemed**
25 **receptive to the idea of considering the \$200,000**

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1 unrectifiable differences in how you solve or fix that.
2 There is so much work that goes into this to get
3 the highest and best use that, yeah, it might be worth
4 500 million if you get all that done.
5 But you didn't make 500 million. Okay? There's
6 a cost to all that as it goes along. And the risk that
7 you've taken and the investment that you've done along
8 the way is worth every penny of that upside.
9 As it is today, I could buy as much land as
10 there and develop just as much paper lots for, you know,
11 less than the cost of this one, and I could be in
12 business on a project that doesn't have an FTC stigma.
13 There's a huge issue that we have not yet
14 determined what -- how that's going to affect. I'm
15 willing to stand in the face of fire and work through it
16 all because I find value in an existing asset that's
17 there. I don't want to have to build it from scratch.
18 But I could build this project from scratch for less than
19 \$6 million.
20 **Q Define "this project" in that last sentence.**
21 A I could buy 5,000 acres in Belize and put a
22 resort on the beach with 25 cabanas. You know, I could
23 replicate it.
24 **Q Not a four-star hotel. You could put**
25 **25 cabanas.**

266

1 A Yeah.
2 **Q And we're not talking about the infrastructure**
3 **that would go in if you were going to sell 2,000 lots?**
4 A Oh, no. I'm saying as is, where it is today.
5 You know, where that project is today, there is no
6 infrastructure.
7 **Q Well, that's an important point, by the way,**
8 **just for the record.**
9 **There's no infrastructure in Kanantik?**
10 A In the development?
11 **Q In the development.**
12 A There's some roads cut.
13 **Q But there's no water, power, electric?**
14 A No.
15 **Q No sewage?**
16 A No.
17 **Q So nowhere close to complete?**
18 A No.
19 **Q Let's move on to what I'm going to mark as SR38.**
20 **(Exhibit 38 was marked for identification by the**
21 **certified shorthand reporter.)**
22 BY MR. COHEN:
23 **Q Have you seen this document before?**
24 A Yes.
25 **Q This is a prospectus for an investment offering**

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1 **of some sort?**
2 A This is the same Kanantik, LLC, sort of deal.
3 This is the same process there.
4 This one's actually got one of the new names we
5 had started discussing.
6 **Q Coconut Bay?**
7 A Yeah. What do you think about it?
8 **Q I can't answer that on the record.**
9 **Coconut Bay. What is the investment opportunity**
10 **that is being proposed in this offering? And you see**
11 **that I've left out here what's been marked as SR24.**
12 A Yes.
13 **Q Am I right -- well, we'll just go on that.**
14 **SR24 contains the same content as page 7 of this**
15 **document?**
16 A Yes. The only thing that would have changed
17 would have been the closing date. And as we continued
18 working on delays, we just kept having to update -- you
19 know, like, we wanted to have a package out there that,
20 you know, refreshed the closing date if and when we were
21 able to get this hotel deal off the ground.
22 So I think Glen continued to talk to people and
23 generate interest on it. Certainly, there's been fits
24 and starts on it.
25 You know, after our return trip from Dream, I

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1 think we fired back up, and then it got shut down very
2 quickly. There was a period of time -- just went through
3 a whole process on it -- right around the beginning of
4 September where I felt like it was -- we were able to be
5 free and clear to finally getting back in business. I
6 think this is a result of that time.
7 There's so much ambiguity about what can and
8 can't be done that -- as developers will often produce
9 drafts of things we're going to do and stuff we're going
10 to put out and things that we're going to run -- and
11 that's what this is.
12 **Q Again, can you describe the investment**
13 **opportunity this prospectus is advertising?**
14 A Yes. I can. Absolutely.
15 The plan on this was for investors to be part of
16 the Dream reactivation. So you have, as exists currently
17 today, a development company that is subsidizing a resort
18 through a lease that it owns. Was doing that because it
19 used the resort as a sales center; so it was okay just
20 doing that. It's a negative cash drain on the
21 development company.
22 So every dollar that's spent for the payroll or
23 to the food or things on a resort that's just sitting
24 there is not dollars that could be turned into roads,
25 sewers, power, water.

In the Matter of:

FTC v. Ecological Fox, et al.

November 14, 2019

Sean Runnels

Condensed Transcript with Word Index



For The Record, Inc.
(301) 870-8025 - www.ftrinc.net - (800) 921-5555

1

1 UNITED STATES DISTRICT COURT
2 DISTRICT OF MARYLAND
3 SOUTHERN DIVISION
4
5 In Re SANCTUARY BELIZE)
LITIGATION)
6 _____)
7 FEDERAL TRADE COMMISSION,)
))
8 Plaintiff,)
))
9 vs.) Case No. 03-cv-3317-PJM
))
10 AMERIDEBT, INC., et al.,)
))
11 Defendants.)
_____)
12
13
14
15
16 DEPOSITION OF SEAN RUNNELS
17 LOS ANGELES, CALIFORNIA
18 NOVEMBER 14, 2019
19
20
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22
23
24
25

2

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10 AMERIDEBT, INC., et al.,)
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11 Defendants.)
_____)
12
13
14
15
16 Deposition of SEAN RUNNELS, taken on behalf of
17 Plaintiff, at Federal Trade Commission, 10990 Wilshire
18 Boulevard, Suite 400, Los Angeles, California 90024,
19 commencing at 10:41 A.M. and ending at 6:02 P.M. on
20 Thursday, November 14, 2019, before Colleen McGovern,
21 RPR, and Certified Shorthand Reporter No. 10360.
22
23
24
25

3

1 A P P E A R A N C E S :
2
3 FOR PLAINTIFF:
4 UNITED STATES FEDERAL TRADE COMMISSION
BUREAU OF CONSUMER PROTECTION
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- and -
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(Present Telephonically)
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20
21
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4

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INFORMATION REQUESTED
(None)

QUESTIONS INSTRUCTED NOT TO ANSWER

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8

LOS ANGELES, CALIFORNIA
 THURSDAY, NOVEMBER 14, 2019
 10:41 a.m.

---oOo---

SEAN RUNNELS,
 the witness, was sworn and
 examined and testified as follows:

EXAMINATION

BY MR. COHEN:

Q. Good morning.

A. Good morning.

Q. So I am, as you know, Jonathan Cohen, and I represent the Federal Trade Commission in the Sanctuary Belize Litigation.

Before we go further, could we have counsel present in the room and counsel and parties on the phone identify themselves, maybe starting here in the room.

MR. ERICKSON: Christopher Erickson from the Federal Trade Commission.

MR. COHEN: Phil, you're up.

MR. HOSP: Yeah. This is Phil Hosp on behalf of the defendant Luke Chadwick, and I'm at the law firm

1 of Foley & Lardner.
 2 MR. SANTOS: And this is Michael Santos, a
 3 Pro Se defendant in the case.
 4 BY MR. COHEN:
 5 Q. Good morning. Can you state your name for
 6 the record.
 7 A. Yeah. My name is Sean Runnels.
 8 Q. And if you could spell your name. I think I
 9 spelled it for the reporter earlier, but I want to make
 10 sure I got it correct.
 11 A. S-e-a-n, R-u-n-n-e-l-s.
 12 Q. I know you've been deposed before because you
 13 were the deponent about a week ago in a different
 14 capacity. The rules will be basically the same as they
 15 were before. If you need a break, you just let me know.
 16 If there's a question that you don't understand, please
 17 let me know.
 18 Do both of those things make sense?
 19 A. Yes.
 20 Q. Additionally, you're not represented by
 21 counsel today; correct?
 22 A. No.
 23 Q. I want you to know that, if for any reason
 24 you feel you're not comfortable proceeding with counsel,
 25 you'll let me know and we can decide how to address the

1 issue.
 2 A. Absolutely.
 3 Q. And that you understand that you had the
 4 option of appearing with counsel. No one prevented you
 5 from bringing counsel?
 6 A. Sure.
 7 Q. And this is going to be very similar to what
 8 we talked about a week or two ago, but when I refer to
 9 Sanctuary Belize, I want to make sure you understand
 10 that I'm referring to Sanctuary Belize or Sanctuary Bay
 11 or The Reserve and the same goes for you as well.
 12 A. Okay.
 13 Q. With respect to Kanantik, when I refer to
 14 Kanantik or you refer to Kanantik, we are referring to
 15 both the development, the residential development
 16 portion and the resort portion unless I specify
 17 something more specific or you specify something more
 18 specific.
 19 A. Okay.
 20 Q. There are a number of different entities
 21 involved in this matter that all go by the name Mango in
 22 one form or another. You're familiar with that
 23 generally?
 24 A. Yes.
 25 Q. I will try my very best to make sure that I

1 differentiate my questions between Mango Belize, Mango
 2 Delaware, and Mango Nevada, and I ask that you do the
 3 same.
 4 A. Okay.
 5 Q. Finally, when we refer to monetary amounts, I
 6 want to make sure that we have an understanding the
 7 monetary amounts are U.S. dollars unless either I
 8 specify otherwise or you specify otherwise.
 9 A. Okay.
 10 Q. As was the case previously and is always the
 11 case, there may be some questions here and potentially
 12 today a lot of questions in which you don't know the
 13 answer. It's okay to tell me that you don't know the
 14 answer, and then I may probe further about the specific
 15 topic that we're discussing. It may be the case that
 16 you have some information, but that information is
 17 incomplete, in which case I'm entitled to the best
 18 answer you can give me.
 19 Does that make sense?
 20 A. Yes.
 21 Q. It's totally fine and, in fact, I would
 22 appreciate it, I would like you to tell me if you are
 23 not sure about something. And if it is, to some extent,
 24 speculative or based on incomplete information, to make
 25 clear that this is the best information that you have

1 but that it is incomplete or uncertain for some reason.
 2 A. Okay.
 3 Q. With that out of the way, let's mark as Mango
 4 Belize 1 a copy of a subpoena.
 5 (The document referred to was
 6 subsequently marked by the Court
 7 Reporter as Plaintiff's Exhibit
 8 1 for identification and is
 9 attached hereto.)
 10 BY MR. COHEN:
 11 Q. And let me make sure you have the right copy
 12 of the subpoena to Mango Springs Development Limited.
 13 You are appearing today -- well, let me take a step
 14 back.
 15 Who is currently on the board of Mango
 16 Springs Development Limited?
 17 A. Glen Brayshaw. Myself, Sean Runnels. And
 18 Nana Mensah.
 19 Q. And if you could spell Mr. Mensah's name?
 20 A. N-a-n-a. Last name M-e-n-s-a-h.
 21 Q. And you are appearing today as a
 22 representative of Mango Belize?
 23 A. Correct.
 24 Q. If you could turn to the -- I guess it's the
 25 third page of the subpoena, the third piece of paper

1 anyway, maybe the fifth or sixth page where there's a
 2 series of schedules. And Schedule A, I'd like to direct
 3 your attention there. If you could, I'm not going to
 4 read it aloud, but read number 1 for me. And then just
 5 look up at me when you're finished.
 6 A. Okay.
 7 Q. Are you the person at Mango Belize who is
 8 most knowledgeable about that topic?
 9 A. Yes.
 10 Q. Same thing with respect to No. 2.
 11 A. No.
 12 Q. Who would be the person who would be most
 13 knowledgeable about that topic?
 14 A. Past officer Luke Chadwick. Past director
 15 Geoff Smith. Potentially speculating shareholders. Vi
 16 Mathis. Potentially Johnny Usher.
 17 Q. And for the record, Mr. Chadwick, Ms. Mathis,
 18 and Mr. Usher are all shareholders?
 19 A. Correct. Point of clarification. The
 20 shareholders are corporations. I don't know. It's
 21 speculating. I've heard the ownership are those
 22 corporations. But the actual shareholders are Exotic
 23 Investor, LLC, CVM Corporation, and John Usher.
 24 Q. And to the best -- it's your understanding,
 25 is it not, that Mr. Chadwick owns Exotic Investor?

1 A. Yes.
 2 Q. And it's your understanding, is it not, that
 3 Ms. Mathis owns CVM?
 4 A. I don't know that to be actually sure. I
 5 believe it's her and her husband owned it. Her husband
 6 is deceased. It might be a trust. We're getting
 7 technical there, but I do know that Vi controls it.
 8 Q. With respect to No. 3, same question. Are
 9 you the person most knowledgeable about that topic area?
 10 A. Some of these are difficult for me to answer.
 11 Current day and going forward, I would say yes.
 12 Q. Who would be most knowledgeable about matters
 13 -- well, let me withdraw the question.
 14 When you say current day, how far back are
 15 you taking that? Is that --
 16 A. I was appointed to the board in February
 17 2019. Since that time, I've become the person that's in
 18 control of the company and would be able to answer
 19 questions on the nature and scope of the business that
 20 we conduct. But the company's been in business quite
 21 some time. And so any time prior to that would be one
 22 of the people that I mentioned that could answer No. 2.
 23 Q. That would include, among others, Mr. Smith?
 24 A. Yes.
 25 Q. And Mr. Smith would be more knowledgeable

1 than you on that point?
 2 A. Yes.
 3 Q. Same goes for Mr. Chadwick?
 4 A. Yes.
 5 Q. With respect to No. 4, are you the person
 6 most knowledgeable about the topic that's identified in
 7 No. 4?
 8 A. Only since October of this year, 2019. Prior
 9 to that would be Geoff Smith and Luke and/or Rebecca
 10 Chadwick.
 11 Q. With respect to No. 5, same question. Well,
 12 let me make clear what that question is. I'll withdraw.
 13 With respect to No. 5, are you the person
 14 most knowledgeable with respect to the topic that's
 15 identified as No. 5 in what's been marked as Mango
 16 Belize 1?
 17 A. No.
 18 Q. And who would be that person?
 19 A. Same answer. Luke Chadwick. Geoff Smith.
 20 Q. With respect to No. 6, are you the person
 21 most knowledgeable?
 22 A. No.
 23 Q. Is that another topic for which Mr. Chadwick
 24 and Mr. Smith are the persons most knowledgeable?
 25 A. Yes.

1 Q. With respect to No. 7, same question. Are
 2 you the person most knowledgeable with respect to that
 3 topic?
 4 A. No.
 5 Q. Is that another topic for which Mr. Smith and
 6 Mr. Chadwick are the persons most knowledgeable?
 7 A. Yes.
 8 Q. Same question with respect to No. 8. Are you
 9 the person most knowledgeable with respect to that topic
 10 area?
 11 A. No.
 12 Q. Is that another topic area for which
 13 Mr. Smith and Mr. Chadwick are the persons most
 14 knowledgeable?
 15 A. Yes.
 16 Q. Same question with respect to No. 9. Are you
 17 the person most knowledgeable with respect to that topic
 18 area?
 19 A. Mango Springs Development Belize does not
 20 have a relationship with Foley Lardner.
 21 Q. Well, let me break down No. 9 into two
 22 pieces. I appreciate that answer. Well, let me break
 23 down No. 9 into two pieces.
 24 A. Sure.
 25 Q. Are you the person most knowledgeable

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1 majority of the shares took that back, and that was
2 basically a non -- you know, nothing came out of that
3 for us besides all of the work we did up until then,
4 which, of course, was paid with GNAs. I don't know what
5 happened to that. I know we had personals. He may
6 still own that. He may have had to give it up. I don't
7 know.

8 **Q. And the 16,000 unit planned community, did**
9 **that have a name?**

10 A. Yes. Travertine Point.

11 **Q. And to whom did you sell Travertine Point?**

12 A. Travertine Point was not a project I had
13 ownership interest in. I had ownership interest in
14 Innovative Land, which was contracted by the insurance
15 company that developed this project to run the
16 entitlements on it. This was a 5,000 acres, 16,000 unit
17 master plan. It's a city. It included 2,700 acres plus
18 or minus the private land, about 2,200 acres of Indian
19 land.

20 So there was multiple multi-national, we'll
21 call it, negotiations. We had to do two sets of
22 different entitlements because the Indian land goes
23 under the national standards and, of course, all the
24 other land would have to go under the California
25 standards. It was a very complex job. But to get to

50

1 your point, the insurance company still owns that.

2 **Q. Which insurance company?**

3 A. Oh, my gosh. Why am I drawing a blank here?
4 Federated.

5 **Q. And I'm not sure this is important, but I'm**
6 **curious. Why does an insurance company own this large**
7 **planned community?**

8 A. Oh, insurance companies own lots of stuff. I
9 mean, part of what they -- their portfolios, you know,
10 that they have to -- you know, they have to have multi
11 -- some 10 percent of their portfolio might be real
12 estate, 10 percent might be bonds.

13 **Q. I misunderstood. It's an investment of the**
14 **insurance company, not something they had acquired from**
15 **a litigation or from a policyholder or something like**
16 **that?**

17 A. Oh, no. No, no. Yeah. This is part of
18 their portfolio.

19 **Q. Okay. Let's mark another document that you**
20 **have seen before as 3.**

21 (The document referred to was
22 subsequently marked by the Court
23 Reporter as Plaintiff's Exhibit
24 3 for identification and is
25 attached hereto.)

51

1 BY MR. COHEN:

2 **Q. And do we have -- let's go off the record for**
3 **just a moment.**

4 (Break taken.)

5 MR. COHEN: Back on the record.

6 **Q. I've marked for the record Mango Belize 3.**
7 **This is a document that you created in approximately**
8 **February or March of this year; correct?**

9 A. Yes.

10 **Q. And I want to focus on the portion of this**
11 **that is identified as No. 1 that concerns Mango Belize.**
12 **I'm correct that the source of this information was**
13 **entirely Mr. Chadwick or documents that Mr. Chadwick**
14 **provided to you; correct?**

15 A. Correct.

16 **Q. And to the best of your knowledge, this**
17 **information -- if you want to take a look at it and read**
18 **through that first No. 1. You don't have any reason to**
19 **think that any of that information is not correct, with**
20 **the caveat of the share allotment? And we'll come back**
21 **to that.**

22 A. Correct.

23 **Q. With respect to the share allotment, has that**
24 **changed or is that different in some way now?**

25 A. Yes.

52

1 **Q. And how so?**

2 A. You can see in the asterisk there that there
3 was a share purchase agreement between Exotic and Usher
4 wherein Exotic bought all of Usher's shares and had a
5 payment plan for that. There were some payments made on
6 that and then they ceased. And then Usher sued to
7 cancel the deal and receive back whatever amount of
8 shares hadn't been purchased. And so there was a
9 determination in that suit. So those amounts are a
10 little different between Exotic and Usher.

11 **Q. It remains the case, though, that no single**
12 **one of these three shareholders has a majority interest;**
13 **correct?**

14 A. Correct.

15 **Q. Mango Springs Development controls both the**
16 **residential portion of the Kanantik project as well as**
17 **the resort portion; correct?**

18 A. Yes.

19 **Q. And the ownership of the -- let me see if I**
20 **have this correct. The ownership of the -- or the**
21 **control over the resort portion is through a lease?**

22 A. Yes.

23 **Q. And the control over the residential**
24 **development is through direct ownership; correct?**

25 A. Yes.

1 **Q. I discussed the resort portion and the**
2 **residential portion. Does the Kanantik project also**
3 **include an island?**

4 A. Yes.

5 **Q. Do you consider the island to be part of the**
6 **resort portion, the residential portion, or sort of a**
7 **third element?**

8 A. It was my understanding it was part of the
9 development portion owned by Mango. I don't know the
10 status on that island right now. I'm trying to
11 determine it, as we talked about in my last deposition.
12 But going into all of this, it was my understanding that
13 the development side.

14 So my understanding was that the resort --
15 that the development side brokered a line of credit with
16 Atlantic International Bank, and that line of credit was
17 secured by the resort to the benefit of the development.

18 So it's hard to answer your question clearly
19 because there's security that's the resort that was used
20 for a down payment on the island. And I think Vi put in
21 some money as well. I'm not sure her deal on that,
22 whether it was equity injection, loan injection, to what
23 company. Those are all records that are very hard to
24 come by.

25 **Q. What's the name of the island?**

1 A. I think it's Long Water Caye. Large Water.
2 Long Water Caye. I've been to it twice.

3 **Q. What is on the island?**

4 A. Nothing. Mangroves and an illegal
5 fisherman's hut.

6 **Q. Do you know the approximate size?**

7 A. I've been told it's about seven acres.

8 **Q. Is there any chance you have the name wrong?**

9 A. Yes.

10 **Q. If you know, how far is the island from the**
11 **shore?**

12 A. I testified before that I thought it was
13 about seven miles. I still think that's the amount. I
14 know it's about 40 minutes by boat, which that seems
15 about right.

16 **Q. And in what capacity do you -- when did you**
17 **take those two trips?**

18 A. The first trip was in November probably 9th
19 or 10th of 2018. And the second one was in May of 2019.

20 **Q. And on the trip on the 10th, you went with**
21 **prospective investors; correct?**

22 A. I went with some friends and prospective
23 investors, yes.

24 **Q. And then the second trip?**

25 A. Second trip was representatives of the Dream

1 Hotel.

2 **Q. And you took the representatives of the Dream**
3 **Hotel to the island?**

4 A. Yes.

5 **Q. Why were they interested in seeing the**
6 **island, if you know?**

7 A. I think I was interested in showing them more
8 than -- I'm sure they wanted to see the entire
9 operation. We went and visited another island. Nothing
10 to do with the project. King Lewey Island, which is
11 near there. And I think it's just representative of
12 Belize.

13 **Q. How much money, if you know, does Mango**
14 **Belize owe Atlantic Bank Limited?**

15 A. I don't know the answer to that question. I
16 have reached out prior to Atlantic's bankruptcy
17 obviously multiple times through counsel as well to try
18 to receive that information. And we couldn't get it.
19 Luke would know. Well, I don't know that he even knows.

20 I haven't been able to find anything in the
21 corporate records that shows a loan, an amount due on a
22 loan. I haven't seen anything in the books, the
23 accounting books about an amount. It's just been this
24 allegory that there is a loan and that it ties back to
25 some deal with Atlantic International Bank and that

1 there's an amount due on it. And that amount I've been
2 told is \$1 million.

3 **Q. Is this loan separate from any transaction**
4 **related to the island?**

5 A. I believe -- no. I think they're tied. I
6 think this loan started out as a revolving line of
7 credit and got turned into a secured loan on the resort
8 as a permanent million dollars. And I believe some of
9 those funds from that that were drawn down on that were
10 used as a down payment to AIBL, who owned the island.

11 **Q. So the original owner of the island was the**
12 **bank?**

13 A. Yes.

14 **Q. AIBL?**

15 A. I believe so.

16 **Q. And Mango Belize had a \$1 million line of**
17 **credit with AIBL; correct?**

18 A. Yes.

19 **Q. And it used that line of credit to acquire**
20 **the island from the bank?**

21 (Mr. Santos left the deposition.)

22 MR. ERICKSON: Michael just told me that he's
23 going to drop off.

24 THE WITNESS: I don't know that they used the
25 whole thing, but I believe it used some funds in there

1 **Q. I'm proud of that. I'm talking to a**
 2 **developer.**
 3 A. That's what I would have said.
 4 **Q. Is it -- was it their office, if you know, or**
 5 **was it a shared office that is also used by others**
 6 **besides the Chadwicks?**
 7 A. No. That, look, this was a large office
 8 building that had multiple offices, and Mango rented two
 9 of them. And so there was a smaller one and then this
 10 was the larger one. And it was basically -- yeah, to
 11 call it an office is misleading because I don't think
 12 anybody sat there all day long. But it was a place
 13 where Luke and Rebecca and Geoff would go and work on
 14 stuff.
 15 **Q. Have you had any interaction of any sort with**
 16 **Ms. Chadwick after her removal as a director?**
 17 A. Yes.
 18 **Q. Explain the nature of those interactions.**
 19 A. Well, she was the sole signatory of the
 20 account. So as we moved forward in determining, you
 21 know, all of the different expenses, all of the
 22 payrolls, all the methods or how to get that payroll
 23 down to Belize, all of those things were through
 24 Rebecca.
 25 **Q. Did she do any -- did she have any other**

1 **responsibilities for Mango Belize that you're aware of**
 2 **beyond what you just identified?**
 3 A. No.
 4 **Q. Did she have any other responsibilities that**
 5 **you're aware of beyond -- oh, excuse me -- for Mango**
 6 **Nevada beyond what you've just identified?**
 7 A. No.
 8 **Q. Did she have any responsibilities at all for**
 9 **Mango Delaware?**
 10 A. No.
 11 **Q. Did she have any responsibilities in**
 12 **otherwise -- in any other way related to either Kanantik**
 13 **or Sanctuary Belize?**
 14 A. No.
 15 **Q. Set aside Number 12, and we will do -- we**
 16 **will mark as 13 Director's Meeting Agenda dated November**
 17 **27, 2019.**
 18 (The document referred to was
 19 subsequently marked by the Court
 20 Reporter as Plaintiff's Exhibit
 21 13 for identification and is
 22 attached hereto.)
 23 BY MR. COHEN:
 24 **Q. You prepared this document, did you not?**
 25 A. Yes.

1 **Q. And this is identified as an agenda. Were**
 2 **there also notes taken during this meeting, or minutes?**
 3 A. I don't recall.
 4 **Q. So the record is clear, I've asked several**
 5 **times during the course of deposition about notes.**
 6 **Would you have given me any different answers if I had**
 7 **used the word minutes?**
 8 A. No.
 9 **Q. The attendees listed here are accurate?**
 10 A. Yes.
 11 **Q. And -- well, strike that.**
 12 **Where did the meeting occur?**
 13 A. Belize.
 14 **Q. At the Kanantik Resort?**
 15 A. Yes.
 16 **Q. When you were there, did you stay there**
 17 **yourself?**
 18 A. Yes.
 19 **Q. And you stayed in a -- I don't know the**
 20 **correct term -- sort of a thatched roof sort of cabana?**
 21 A. Yes.
 22 **Q. And how would you categorize the state of the**
 23 **resort at the moment?**
 24 A. Deteriorating.
 25 **Q. In what respect is it deteriorating?**

1 A. The wood is getting moldy. The pool is not
 2 fully working. The pump's run out. The road is rutted
 3 and needs to be graded. Roofs need to be rethatched.
 4 There's a lack of manpower for cleaning off the
 5 sargassum that comes up. You know, it's got a lot of
 6 different maintenance.
 7 **Q. It would take about a million dollars to**
 8 **bring the resort to a condition where it could be**
 9 **reopened?**
 10 A. No. It would take part of the process with
 11 bringing on an external operating operator like Dream.
 12 That entire package would take a million. Some of that
 13 is a reserve. Some of that is deferred maintenance.
 14 Some of that is a fee towards Dream. In terms of actual
 15 deferred maintenance, if you just were to get the resort
 16 cleaned up, 200, 250,000.
 17 **Q. This was not the meeting at which you --**
 18 **let's leave this. Let's leave this out for a moment.**
 19 **That was 13. And also mark 14 a document I know you've**
 20 **seen before, which is the cash call document.**
 21 (The document referred to was
 22 subsequently marked by the Court
 23 Reporter as Plaintiff's Exhibit
 24 14 for identification and is
 25 attached hereto.)

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1 BY MR. COHEN:
2 **Q. There was a meeting at which there was a**
3 **determination made to issue a cash call; correct?**
4 A. Yes.
5 **Q. And that meeting was on September 11th, 2019?**
6 A. Yes.
7 **Q. And the amounts in what's been marked as**
8 **Belize -- excuse me -- Mango Belize 14 reflect the**
9 **amount that each shareholder was obligated to pay**
10 **pursuant to the cash call?**
11 A. Yes.
12 **Q. And the date of the due date for the payments**
13 **was September 26; correct?**
14 A. Yes.
15 **Q. And the reason for this cash call was to**
16 **settle past liabilities because projected future company**
17 **funds were grossly insufficient to cover those expenses?**
18 A. Yes.
19 **Q. The cash call was not to, in effect, move the**
20 **development forward so much as it was to deal with past**
21 **problems, bringing things, in effect, back to zero?**
22 A. Yes.
23 **Q. This particular copy -- and this is my**
24 **mistake. This particular copy is not signed by all**
25 **three directors. There is a copy that is signed by all**

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1 **three directors; correct?**
2 A. Yes.
3 **Q. Ultimately, none of the shareholders met the**
4 **cash call; correct?**
5 A. Correct.
6 **Q. Where did the meeting where the cash call --**
7 **the September 11th kind of meeting of the board for**
8 **which the cash call determination was made or where the**
9 **determination was made to issue the cash call, where did**
10 **that occur?**
11 A. Orange County.
12 **Q. Quail Street, or somewhere else?**
13 A. I'm going to say that it was Quail Street.
14 But Glen wasn't in the country. So there's a
15 possibility it would have happened at Quail Street.
16 It did happen at Quail Street. I remember.
17 **Q. Do you remember the -- do you remember the**
18 **time of day?**
19 A. Midday.
20 **Q. Mid-afternoon or --**
21 A. No. Before afternoon. We usually met about
22 ten o'clock.
23 **Q. Okay. How long did the meeting take?**
24 A. Not very long.
25 **Q. Everyone was done by lunch?**

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1 A. Yes.
2 **Q. What steps, if any, were taken to serve the**
3 **-- withdrawn.**
4 **What steps, if any, were taken to notify the**
5 **shareholders of their cash call obligations?**
6 A. The cash call was mailed to all the
7 shareholders.
8 **Q. Who did the physical mailing?**
9 A. Geoff Smith.
10 **Q. Was Mr. Smith the person who ascertained**
11 **where the cash call notices would be mailed?**
12 A. So this is one of the documents I couldn't
13 get to you. I have e-mail. I can give it to you. I
14 requested Geoff mail it to them. He gave me the
15 amounts. I asked for amounts of past due payables and
16 liabilities. He gave those to me. I created the cash
17 call. I sent it to Geoff, asked him to review it for
18 any inaccuracies. He said it looks fine.
19 Then I asked him to mail it to all the
20 investors. He asked me where, and I took addresses from
21 the shareholder agreement and I said, here, send them to
22 these addresses I believe. But I have a full copy of
23 that e-mail chain that I'll get to you. And then he
24 made copies of where he sent them with envelopes and
25 stuff.

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1 **Q. So we could ultimately see where they went,**
2 **and you have that information and can produce it to us?**
3 A. Yes. And I will.
4 **Q. Do you know when he mailed them?**
5 A. That day.
6 **Q. And how do you know that?**
7 A. Well, that's the day that he sent the scan
8 back of the envelopes that he had sent out. And we were
9 -- you know, there were timing. He had to get it out
10 that day. Like there was a timing. If we're going to
11 make a cash call due, it had to be X amount of days that
12 they had notice according to the Articles of
13 Incorporation. So we were planning to be down there.
14 So we got to get it out today. That's more than 14
15 days.
16 **Q. Fourteen days is your understanding the**
17 **amount of lead time that is necessary in order to make**
18 **the cash call effective?**
19 A. Yes.
20 **Q. Let's go back to what has been marked as**
21 **Mango Belize 13. Item 2 on the agenda is "Review**
22 **responses to cash calls"; correct?**
23 A. Yes.
24 **Q. Did that topic, in fact, form the basis of**
25 **discussion at the meeting?**

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1 (The document referred to was
2 subsequently marked by the Court
3 Reporter as Plaintiff's Exhibit
4 42 for identification and is
5 attached hereto.)
6 BY MR. COHEN:
7 Q. Have you seen this before?
8 A. Yes.
9 Q. When did you first see this?
10 A. I saw this early on in my due diligence
11 requests late 2018.
12 Q. I'll direct you to the Development Amenities
13 list on Page 3. And before we talk about that, do you
14 know when Mango Belize first circulated this material?
15 A. No.
16 Q. Do you know who the target audience was?
17 A. No.
18 Q. It's fair to say, though, that the target
19 audience of Mango Belize customers is American citizens?
20 A. Yes.
21 Q. And to put a little finer point on it, it's
22 also fair to say that the target audience of Mango
23 Belize customers is American residents?
24 A. I don't know the difference.
25 Q. It might also assume, for the sake of

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1 discussion, it's possible to be a resident, but not a
2 citizen or a citizen, but not a resident?
3 A. Okay. So you didn't say citizens the first
4 time. You just said American. So I said yes to that.
5 And then you said American.
6 Q. I apologize. So we'll do it over again. So
7 it's fair to say, is it not, that the target audience of
8 Mango Belize -- withdrawn.
9 The target customers of the Mango Belize, the
10 prospective lot purchasers are American citizens; right?
11 A. Yes.
12 Q. They are also --
13 MR. HOSP: Objection as to time. Are you
14 talking about when they were actually advertising? Now?
15 A year ago?
16 MR. COHEN: Well, that's a fair question. A
17 fair objection. So let me rephrase.
18 Q. During the period of time -- it's not
19 currently the case that Mango Belize is actively
20 marketing lot sales?
21 A. Correct.
22 Q. And I believe you testified earlier that,
23 except for the possible outlier, there have been no lot
24 sales for several years?
25 A. Yes.

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1 Q. So the period of lot sales was approximately
2 from when to when?
3 A. I don't know the exact answer to that
4 question. My understanding of it was like '14 to '16,
5 '13 to '16.
6 Q. During that period, it's true, is it not,
7 that the target consumers of Mango Belize were American
8 citizens?
9 A. I wasn't there. I don't know. I would
10 assume so.
11 Q. It's true, isn't it, that also during that
12 period the target consumers were American residents?
13 A. I don't know.
14 Q. Do you think it might be the case that they
15 were targeting Americans living overseas?
16 A. I don't know.
17 Q. Who would know the answer to that question?
18 A. Luke Chadwick or Geoff Smith.
19 Q. How many homes have currently been
20 constructed in Kanantik?
21 A. Zero.
22 Q. So anyone who purchased during the window of
23 time when there was active sales activity is not someone
24 who moved immediately to Belize; correct?
25 A. Correct.

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1 Q. And so those individuals either remained
2 either in the United States or somewhere else during
3 that time?
4 A. Yes.
5 Q. Mango Springs, during its period of
6 marketing, of active marketing, marketed the lots
7 primarily to consumers who anticipated moving there in
8 several years or potentially never because they might
9 use the property as a rental property or investment;
10 right?
11 A. I don't know.
12 Q. Who would I know if -- who would I speak with
13 if I wanted -- well, I would speak with Mr. Chadwick and
14 Mr. Smith if I wanted to learn more about who the target
15 demographic was and what the plan was of their typical
16 purchaser?
17 A. Yeah. In terms of the entirety of the
18 questions for this entire day, anything pre February
19 2019, you should talk to Luke Chadwick or Geoff Smith.
20 Q. Let's look at the development amenities. I
21 may have asked this already, but did you testify as to
22 when you understood this began to be circulated, if it
23 was ever circulated?
24 A. I have no idea.
25 Q. You don't know when it began to be circulated

In the Matter of:

FTC v. Ecological Fox, et al.

November 11, 2019

Glen Brayshaw

Condensed Transcript with Word Index



For The Record, Inc.
(301) 870-8025 - www.ftrinc.net - (800) 921-5555

1	UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND In re Sanctuary Belize) Litigation.) NO. 18-3309-PJM _____) Volume I Monday, November 11, 2019 Suite 400 Federal Trade Commission 10990 Wilshire Boulevard Los Angeles, California 90024 The above-captioned matter came on for deposition, pursuant to subpoena, at 9:13 a.m.	3
2	FEDERAL TRADE COMMISSION I N D E X WITNESS: EXAMINATION: PAGE GLEN D. BRAYSHAW BY MR. COHEN 4	4
3	E X H I B I T S	4
4	Exhibit 1 Subpoena to testify at a deposition in a civil action	8
5	Exhibit 2 Letter dated 11/5/2019 to Mr. Brayshaw from Christopher J. Erickson with attached subpoena to testify at a deposition in a civil action	9
6	Exhibit 3 Document entitled "Glen and Sean - bios"	21
7	Exhibit 4 First amended complaint for damages in re Melvin, et al., v. Brayshaw, etc., et al.	56
8	Exhibit 5 Second amended complaint for damages, declaratory relief and injunctive relief in re. Rolloco Holding, etc., et al., v. VLP Capital, etc., et al.	56
9	Exhibit 6 Mango Springs Development Limited shareholder cash call - Section 19	65
10	Exhibit 7 Profit sharing and options agreement dated 6/29/2011	112

2	APPEARANCES: ON BEHALF OF PLAINTIFF: FEDERAL TRADE COMMISSION BY: JONATHAN COHEN, ESQ. 600 Pennsylvania Avenue NW Washington, D.C. 20024 202.326.2551 jcohen2@ftc.gov	4
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4	Exhibit 10 E-mail thread dated 2/5/2019 with attachment	165
5	Exhibit 11 E-mail dated 2/5/2019 from Luke Chadwick to Sean Runnels and Geoffrey Smith	173
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 3 INFORMATION REQUESTED
 4 (NONE)
 5
 6
 7 UNANSWERED QUESTIONS
 8 (NONE)
 9
 10
 11
 12
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1 attorney?
 2 A Oh. I didn't get any chance to try and do
 3 that. I got this handed to me a couple days ago, and I
 4 have been on the road since then.
 5 Q Did you contact any attorneys about potentially
 6 representing you today?
 7 A Not on this short of notice. I don't even know
 8 how I would have began to do that. The attorney that
 9 went with Sean, I guess, can't -- can only represent
 10 Sean, so I would have -- this is another reason why I
 11 said I thought you and I would have made plans in
 12 advance to arrange this because it would have been
 13 preferable for me to have counsel. And so in the
 14 interests of your time constraints I wanted to come and
 15 meet with you and answer questions, but I do feel like,
 16 if I get to -- if there's questions that you ask that I
 17 feel like I would have wanted to get advice from
 18 counsel, I will articulate that to you at that time;
 19 that it's not a question I'd be comfortable answering
 20 without having had opportunity to get advice from
 21 counsel.
 22 MR. COHEN: Let's go off the record for a
 23 moment.
 24 (Recess.)
 25 BY MR. COHEN:

1 PROCEEDINGS
 2 - - - - -
 3 Whereupon - -
 4 GLEN D. BRAYSHAW,
 5 a witness, called for examination, having been first
 6 duly sworn, was examined and testified as follows:
 7
 8 EXAMINATION
 9 BY MR. COHEN:
 10 Q Good morning, Mr. Brayshaw.
 11 A Good morning.
 12 Q My name is Jonathan Cohen, and I represent the
 13 Federal Trade Commission in In Re Sanctuary Belize
 14 litigation. I see that you do not have a lawyer with
 15 you today.
 16 A Correct. I wasn't -- I didn't have adequate
 17 time to prepare for this, so I wasn't able to arrange to
 18 have representation.
 19 Q You understood that you have -- you understand
 20 that you have an option to have an attorney?
 21 A I assume that, of course; that you can bring an
 22 attorney. It would have been my preference, but I
 23 wasn't given time to arrange that. And as I understood
 24 from your letter, it was important that I be here today.
 25 Q What efforts did you make to arrange for an

1 Q We're back on the record. I want to in
 2 response to something that you testified to earlier
 3 clarify that, if there are areas in which you feel
 4 you're not comfortable responding without an attorney,
 5 it may or may not be the case that you have to respond,
 6 anyway, or that I'm going to request, anyway. But I
 7 want you to bring that to my attention, and, in effect,
 8 we'll address it on a case-by-case basis.
 9 Additionally, I want to delve a little bit
 10 further before we go forward into the subpoena itself.
 11 So I'm going to mark as Brayshaw 1 a copy of the
 12 subpoena.
 13 (Exhibit 1 was marked for identification
 14 by the Certified Shorthand Reporter.)
 15 BY MR. COHEN:
 16 Q Do you recognize that document?
 17 A This was the -- yeah. I read this page and the
 18 letter that was on top of this. That's why I'm here
 19 today. It asked me to be here this morning at 9:00.
 20 Q You referenced -- you pointed to an envelope
 21 that's in front of you.
 22 A Oh, I'm sorry. We're on record. So I received
 23 this the other day. It has -- I didn't read the
 24 entirety of it, but I saw the cover page. So it's a
 25 letter from a Christopher J. Erickson asking me to be

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1 I had owners ask me, "We need to know" -- they
2 would say, "Is Pukke in any way involved in Kanantik?"
3 I remember asking the question to Sean and/or
4 Phil if Pukke is involved in Kanantik.
5 **Q And don't tell me what Phil might have told**
6 **you.**
7 A Oh, okay. Well, I'll tell you what my
8 understanding is.
9 **Q Yeah.**
10 A My understanding is that Pukke may have had an
11 option at some juncture that could theoretically have
12 enabled him to have a participation in Kanantik, but he
13 failed to perform on what his side of the obligation was
14 to keep that option open and that the option was dead
15 and no longer available.
16 **Q You haven't done anything to verify that one**
17 **way or the other?**
18 A I'm comfortable that Sean wouldn't overlook
19 that. It was pretty important for us.
20 **Q I don't --**
21 A I leave that to Sean, to verify --
22 **Q I understand --**
23 A -- or substantiate these things.
24 **Q I understand that you have confidence in Sean.**
25 A Correct.

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1 **Q But you yourself haven't done anything to do**
2 **it, to verify whether or not this option is still valid?**
3 A Oh. I don't even know what would have been the
4 mechanism to try and verify it. No.
5 MR. COHEN: Do you want to take a quick break
6 now?
7 (Recess.)
8 MR. COHEN: Let's go back on the record, and
9 we'll mark a document entitled "Belize organizational
10 structure" as Brayshaw 8.
11 (Exhibit 8 was marked for identification
12 by the Certified Shorthand Reporter.)
13 BY MR. COHEN:
14 **Q Have you seen this document before?**
15 A I don't recognize this.
16 **Q It will take you a couple of minutes, but if**
17 **you wouldn't mind looking through the documents, and I'm**
18 **less concerned about the -- in fact, I can make it a**
19 **little easier. I'm really only concerned with points 1,**
20 **2, 3, and 4.**
21 A Okay.
22 **Q Read through that, and my question will be**
23 **whether there's anything in there that is inconsistent**
24 **with your understanding.**
25 A Oh, okay. Okay. So I'm going to read this,

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1 and if anything sounds like that sounds weird, you want
2 me to let you know?
3 **Q You got it.**
4 A Okay. Well, I don't know if it matters. I
5 notice there's a discrepancy already that this says
6 Exotic is 3,334 shares, and this other one says 3,890
7 shares. But, I mean, I don't -- it doesn't matter to
8 me, I guess, but I just notice that's different.
9 **Q Let me direct you to the footnote that's**
10 **included there, and I don't mean to be suggesting one**
11 **way or the other. The footnote may be an explanation**
12 **for the discrepancy.**
13 A Okay. Sure.
14 **Q But the main thing is you've noted the**
15 **discrepancy, and you don't know one way or the other**
16 **which is correct?**
17 A Yeah. Now, reading this, it kind of triggered
18 my memory that at some juncture I believe Sean might
19 have told me that I think Luke had a deal to buy
20 Johnnie's shares, but then it fell through or something.
21 But this is correct about Sean and I getting put on the
22 board March. That sounds familiar.
23 G&R Development. I wouldn't able be able to
24 comment on 2, if that's accurate or not. I wasn't made
25 privy to that in the past that I recall. I can't

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1 comment on Mango Springs Nevada. I wasn't involved in
2 that. I can't comment on Palmaya. So I don't see
3 anything that I would know to be inaccurate here. I see
4 things that I have no awareness of and things that sound
5 correct to me. Other than, like I say, just putting
6 these side by side, there's a discrepancy on shares, but
7 I don't know if that matters.
8 **Q It's your understanding -- isn't it? -- that**
9 **all of Kanantik -- and that includes both the resort and**
10 **the development parcel -- is owned by Exotic, Usher, and**
11 **CVM Corporation; correct?**
12 A So in my head, again, so Luke, Johnnie, Vi. I
13 know that everything was some function of Luke, Johnnie,
14 and Vi. I'm not aware of anyone other than Luke,
15 Johnnie, and Vi who can claim that they're part of the
16 ownership of Kanantik, and I don't know the -- who
17 operates under what company or whatever. But, yeah,
18 Luke, Johnnie, and Vi is what was -- I've always
19 understood to be the ownership of anything that relates
20 to Kanantik.
21 **Q You mentioned that Kanantik has not sold lots**
22 **recently.**
23 **Do you know when the last lot sale was?**
24 A Oh. I'd have to sort of extrapolate that out
25 of other conversations I had with Luke, but from the

29 (Pages 113 to 116)

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1 beginning he referenced frustration at having been
2 paralyzed for like, I'm going to say, maybe two years.
3 I took that to mean that he was not selling lots for at
4 least a period of maybe up to two years.

5 **Q It's still the case, though -- wasn't it? --**
6 **that people who had paid for lots in part but still owed**
7 **money on their lots were continuing to make payments?**

8 A Yes, because I talked to owners -- and,
9 actually, that might be more helpful to you, Jonathan.
10 The owners that I've talked to, I've yet to talk to
11 anyone who has bought a lot later than -- 2016 I think
12 is the latest I remember, and I have talked to people
13 who make payments on their lot.

14 **Q How many lot owners have you talked to,**
15 **approximately?**

16 A Wow. There's been times where someone else
17 organized a call for me to be on and there was multiple
18 people on the call. Can I give a window.

19 **Q Yes.**

20 A I'd say between 50 and 80, somewhere in there.

21 **Q And none of those had bought a lot after 2016?**

22 A I've never heard one person say anything later
23 than 2016. The vast majority sounded like they were
24 2014, 2015.

25 **Q Did -- I'll withdraw that question. You**

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1 **Q Let's start with own.**

2 A I don't know who owns it. I believe Geoff was
3 the one who was responsible for collecting and
4 redistributing the lot owner payments.

5 **Q So then by "control" let's say making the**
6 **executive decisions.**

7 **The executive decisions were being made by**
8 **Mr. Smith?**

9 A Oh. He might have been getting direction from
10 whoever the owner is, but I think he was the one who
11 physically arranged -- like I think he would be the one
12 who would send the invoices out to the owners, and then
13 he would be the one who would arrange for making
14 payments on the payables.

15 **Q Do you know whether that's still the case post**
16 **transition from Mango Nevada to Mango Delaware?**

17 A I believe that Geoff still does all the
18 invoicing. Yes.

19 **Q So Geoff is still doing the invoicing for**
20 **Kanantik, although the payments now go to Mango Delaware**
21 **rather than Mango Nevada?**

22 A I can't even say for sure because I don't --
23 but I -- that sounds correct.

24 **Q And what's the basis for the belief that you**
25 **have?**

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1 **testified that 2014, 2015, or other lot purchasers at**
2 **Kanantik were still sending payments; correct?**

3 A As I understand it, some are still making
4 payments.

5 **Q And that's even today?**

6 A As I understand it, yes.

7 **Q And where does that money go?**

8 A You'd have to ask Geoff and Sean. But I
9 believe that might be what you were asking before
10 where -- and I don't know if that was from instruction
11 from Geoff. So I don't want to put words in his mouth,
12 but I believe that was -- the purpose of Mango Nevada
13 was to receive lot payments from the owners that were on
14 payment plan.

15 **Q At some point did that -- the entity receiving**
16 **payment shift to Mango Delaware?**

17 A I think that's -- what Sean did is wanted to
18 move it into a separate entity.

19 **Q And what, if you know, was the rationale for**
20 **that?**

21 A I don't recall.

22 **Q Do you know who controls Mango Nevada?**

23 A I don't know. If I had to guess -- by
24 "control" do you mean own it or control who handles the
25 inbound and outbound payments?

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1 A I just remember that dialogue with Sean where
2 he said that it should be shifted from the existing
3 Mango to a different Mango and that Geoff was still
4 going to do the accounting.

5 **Q And I don't mean in the slightest bit to be**
6 **pejorative or demeaning, but is Mr. Runnels someone who**
7 **is likely to do the accounting himself?**

8 A Oh, no. I'm sure Geoff is still doing the
9 accounting.

10 **Q Turning to the -- well, let me take a step**
11 **back.**

12 **You became involved with this in mid 2018 --**
13 **correct? -- more or less?**

14 A I started in around -- I started -- I got
15 introduced to Luke somewhere 2018.

16 **Q And so what was your motive for doing so?**

17 A So lifestyle, I guess. I had -- so I did -- I
18 did ten years in the Caribbean when I did a project in
19 the Dominican Republic. I was living on the beach,
20 basically. And then I did ten years in the mountains in
21 Canada, and I did ten years in the desert. And I was
22 sharing with Neil one day that we were getting to the
23 end of the project in California and I wanted to go back
24 to the beach. I remember being happiest in my life when
25 I lived at the beach, and I was thinking I'd go and do

1 **from the million for the resort?**
2 A Again, the 8 million is what -- I could
3 replicate Kanantik next door for 8 million, so that's
4 why I just use that as a reference point as a number.
5 Me personally, if I could take over the existing
6 Kanantik Resort by taking over the million-dollar note,
7 I would do that.
8 Would I have a dialogue about -- a dialogue
9 higher than a million for the resort?
10 I'd have a dialogue, but I'm just -- if you're
11 the seller and I'm the buyer, I would just make sure
12 that you understand that one of the things we'll talk
13 about in that negotiation is that you've got outstanding
14 liabilities out there that need to be addressed and you
15 have a reputation problem that compromises my ability to
16 promote the project.
17 **Q I understand the outstanding liabilities with**
18 **respect to the Kanantik Resort.**
19 A Okay.
20 **Q That was what -- am I right that that was part**
21 **of what -- that is what the cash call was for?**
22 A Correct.
23 **Q It wasn't for outstanding liabilities with**
24 **respect to the Kanantik residential development; was it?**
25 A I think pretty much all the outstanding

1 payables that haven't been addressed are resort related.
2 I don't know that the development -- oh, no, because the
3 road guy, I guess -- I don't know, Jonathan. You could
4 call it -- let's just call it "Kanantik." Some of it is
5 resort related. Some of it is -- oh, no. That's a fair
6 question for you because we're talking about just me
7 buying the resort. So I'd have to review what the
8 understanding was from the individual that provided the
9 services. So let's say you were the road guy.
10 Do you have an agreement that says Kanantik
11 owes you money or Mango owes you money?
12 It would be Mango, I think, because Kanantik
13 was just a trade name. It's really hard to carve out
14 the resort from the development as far as what's owing
15 for payables. And then the real problem is actually the
16 owners, you know. That number could be a scary number,
17 you know.
18 If there's 30 people, for example, even that
19 want be bought out, you know, and they all paid 125,000
20 each, that's -- you're already talking about that's a
21 three and a half million dollar liability you're taking
22 over by buying the project; right? So that has to get
23 factored into what you have paid for it, so --
24 **Q You're not currently being compensated for your**
25 **role on the Mango Belize board; are you?**

1 A No.
2 **Q Are you receiving any remuneration of any sort**
3 **for your involvement in Kanantik?**
4 A No.
5 **Q The motive is to position yourself to be able**
6 **to obtain compensation at a later time; correct?**
7 A The motive is -- so back to my tail-versus-dog
8 thing, that the dog is Belize. I'm going to spend the
9 next few years of my life developing real estate in
10 Belize. I would like it to be Kanantik because of the
11 value of the existing resort and the existing member
12 base. I'm -- to this point in time I have been
13 comfortable donating my time and energies and talents to
14 getting to Kanantik to a point where it gets to start
15 moving forward again. So you're right. It's a
16 calculated decision that it's going to be worthwhile for
17 me to have put in this pro bono work, if you will, on
18 this project.
19 **Q And I need to break this down to be clear so**
20 **the record is clear.**
21 A Sure.
22 **Q Does -- have all of your dealings with**
23 **Kanantik, in any way related to Kanantik, been in your**
24 **personal capacity or through an entity?**
25 A Oh, just me. I haven't set up -- eventually,

1 Sean and I will set up a company down there that will
2 act as the company to domicile the resort lease and
3 things like that, but that's not in place yet.
4 **Q So what financial interest do you have in**
5 **Kanantik, if any?**
6 A None that would be considered an interest in
7 Kanantik. I've put in personal time and money for
8 things there that I believe lend themselves to the -- to
9 the cause, but I wouldn't categorize it as an investment
10 into Kanantik. I'm not seeking to recover it, I guess,
11 is the best way to explain it. I understand that I
12 might be wasting my time and money, but I don't believe
13 I am, so that's why I keep doing it.
14 **Q I think you testified to this, but do you have**
15 **any -- you don't have any ownership interest in any**
16 **entity related to Kanantik; do you?**
17 A No, sir. I'm not --
18 **Q Do you have an expectation of at some point**
19 **having that?**
20 A I'm not sure I'd want to. I'd rather be on the
21 board of directors to make sure that I have input in
22 decisions that get made on how Kanantik is perceived by
23 the world. And as I think I might have mentioned
24 earlier, I will -- when the time comes, I will make sure
25 that the deal that's negotiated that involves selling

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1 the lots -- that I'm happy with that and that it's
2 insulated from volatility at the ownership shareholder
3 level.
4 **Q So explain how your ultimate compensation would**
5 **work, if this goes according to plan.**
6 A So for simplicity's sake, can we just say it
7 was you who owns -- so let's say you were the only
8 shareholder of Kanantik. I know what I bring to the
9 table. When everything else is in place, when Sean has
10 the Dream deal, for example, or we get an understanding
11 with you that we're moving forward with the Dream deal
12 and then I raise the capital to pay for the golf course
13 construction and then we want to start lot sales, I
14 would come to you and, like I said, I would want to be
15 insulated from this kind of stuff, for example. So what
16 I would say is, "Okay, Jonathan. I have the ability to
17 sell all these lots. You own it. It's your project,
18 Kanantik. I have the ability to sell these 2500 lots
19 through my database in Canada. We're going to write up
20 a deal that says what I get for each lot sale that I
21 make through my database in Canada, and that cannot be
22 tossed out the window by you handing your shares to
23 somebody else or losing your shares in a lawsuit with
24 the FTC, for example, or the board of directors decides
25 they want to go in a different direction." I'll have

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1 performance thresholds that I have to meet, maybe X
2 amount of sales per month for me to maintain my right to
3 what I have in the agreement, but I will protect myself
4 and make sure that, if I'm doing my job and I'm
5 responsible for the lots being sold through my database
6 in Canada, I am compensated for doing that.
7 **Q And that compensation ultimately comes from the**
8 **consumer lot sale revenue?**
9 A Correct. So how I would perceive it working is
10 eventually there should be a separate marketing company
11 or, I guess, a sales company that buys the lots and then
12 sells them and gets to retain. So whoever is the board
13 of directors and the shareholders at that time will
14 obviously be involved in the decision on how much the
15 lots get sold from Kanantik to the sales company, and
16 then the sales company sells it to an end user who wants
17 to build a house, and they retain that markup.
18 **Q Have you received any compensation of any sort**
19 **from any person or entity in any way related to**
20 **Kanantik?**
21 A No.
22 **Q Are you aware of whether Mr. Smith has received**
23 **any compensation of any sort from any person or entity**
24 **related to Kanantik?**
25 A I have no idea.

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1 **Q What about with respect to Mr. Runnels?**
2 A Not that I'm aware of.
3 **Q So it was previously the case -- well, when did**
4 **you first become on -- become a board member?**
5 A Earlier this year.
6 **Q And how did that come to be?**
7 A Sean and I talked and felt that we weren't
8 comfortable moving forward and helping navigate how to
9 get this project up and going again without being able
10 to control the critical decisions, so we told Luke that
11 we would have to be on the board, if we were going to
12 stay involved in the project. So he resigned. Rebecca
13 resigned. Sean and I accepted positions as directors.
14 Geoff we were comfortable with. He stayed on as a
15 director.
16 **Q Is Geoff still a director?**
17 A He just recently resigned and was replaced by
18 Nana.
19 **Q That's Nana Mensah?**
20 A Correct.
21 **Q When did Mr. Smith resign?**
22 A I feel like it's when he was at his family
23 thing. And now I was thinking about it when he was -- I
24 think his dad had a surgery.
25 **Q This is within the past week or so? I'm trying**

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1 **to get a sense of recency.**
2 A Very recent, yeah. Definitely within the
3 last -- what are we now?
4 November. Definitely within last two weeks.
5 **Q Did you speak with him about his resignation?**
6 A No. He had that chat with Sean.
7 **Q Do you have an understanding of why it is he**
8 **resigned?**
9 A I didn't really ask. I didn't know if it was
10 relating to his personal matter or not. But it's
11 something Sean and I will be talking about within the
12 next few days.
13 **Q How frequently do you speak with Sean?**
14 A It depends how often I have wifi, but we try
15 and a talk a couple times a week. I let him know what's
16 going -- I mean, he's got his stuff he's trying to, you
17 know, manage with Foley and Dream. And I'm on the phone
18 with the owners all day, so --
19 **Q Does he still have an active engagement with**
20 **Foley?**
21 A I don't know. I don't think so. I'd have to
22 ask him. But when he said he felt like he got kicked to
23 the curb, it felt like Foley is not representing him
24 anymore and that's why he had to go with Aaron, I think
25 it is.

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1 **Q Did -- so you don't know one -- maybe you do**
2 **know. I think it's likely you'll know this. Was**
3 **Sean -- excuse me.**
4 **Was Mr. Smith compensated for his service on**
5 **the board?**
6 A Not that I'm aware of.
7 **Q Do you know how Mr. Smith was being compensated**
8 **at all?**
9 A I have no idea.
10 **Q So the board now consists of, as of a couple of**
11 **weeks ago, Mr. Mensah, Nana Mensah, and then you and**
12 **then Mr. Runnels?**
13 A Correct.
14 **Q Okay. You wanted to be on the board because**
15 **being on the board would give you control over the Mango**
16 **Belize operations; correct?**
17 A Correct. I don't want to have where decisions
18 could be made that I think take the project in a
19 direction that I wouldn't be comfortable having my name
20 on it.
21 **Q And by virtue of that, that control is what**
22 **will enable you in the long run to be able to obtain a**
23 **profit from your investment of time and money; right?**
24 A No. My ability to generate sales will be what
25 ultimately enables me to realize profit from the

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1 project. It's not dependent on me being on the board of
2 directors. But right now, with what's going on with the
3 project and the things that need to happen before we
4 would ever get to lot sales, it was mandatory for me to
5 be on the board of directors.
6 **Q What, if anything, did Luke and -- withdrawn.**
7 **Rebecca Chadwick also resigned from the board;**
8 **correct?**
9 A Correct.
10 **Q And do you know why she resigned from the**
11 **board?**
12 **Withdraw that. Why did she resign from the**
13 **board?**
14 A I just assume it had to be because Matthew
15 can't have an even number of directors. Sean and I
16 wanted to be directors. Luke and Rebecca stepped down,
17 and Sean and I went on.
18 **Q What, if anything, has Mr. Chadwick lost by**
19 **virtue of the resignation of him and his wife and**
20 **replacement by you and Mr. Runnels?**
21 A What has he lost? Well, he's lost his ability
22 to be one of the votes that enables the board of
23 directors of Mangos to pass resolutions that bind the
24 company.
25 **Q And those resolutions can affect the**

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1 **distribution or dissemination of assets that the company**
2 **holds; correct?**
3 A Those resolutions can affect anything that's
4 within the scope of Mango Belize's rights.
5 **Q So the answer to my question is "yes"?**
6 A That -- sorry. Rephrase. You say that Luke
7 has lost his ability to have input on something that
8 would involve distribution of --
9 **Q The distribution or dissemination or**
10 **disposition of assets of Mango Belize.**
11 A Of assets of Mango? Yes. Yes. If he's not on
12 the board, he doesn't have the ability to vote on
13 decisions that would result in things like asset
14 distribution.
15 **Q What would be necessary for him to place**
16 **himself back on the board?**
17 A What would be necessary? I think at this
18 point -- I don't know. I don't know if that goes back
19 to the language in the operating agreement that -- about
20 majority of shareholders. I think if the -- if
21 66 percent of the voting shares wanted to change the
22 board, they could change the board.
23 **Q Are there any plans of any sort to move assets**
24 **from Mango Belize to any other entity?**
25 A No plans, no.

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1 MR. COHEN: This is a logical time to take a
2 longer lunch break.
3 (Lunch recess: 12:52 p.m.)
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1 played itself out there wasn't going to be any ability
2 to craft a deal as what had been originally intimated to
3 us prior to the FTC lawsuit, and I think we just
4 decided, "Okay. We're already this far down the pipe.
5 We believe that it's a when question, not an if question
6 that we will be able to run this property. For now,
7 since you're not comfortable signing any of these deals
8 we've got, how about you step down off the board and put
9 us on the board, and we can at least feel like we're
10 making the decisions."

11 **Q And he agreed to that?**

12 A Yes. He and Rebecca stepped down and put Sean
13 and I on the board.

14 **Q Was there any understanding of any sort about**
15 **what rights he would retain once he had stepped down or**
16 **once Rebecca had stepped down?**

17 A Each of us in our mind or talked about as a
18 group?

19 **Q Well, let's break it down. Let's first do**
20 **"each of us."**

21 **In your own mind, what was your understanding?**

22 A Okay. So in my head -- remember, I explained
23 at the resort I ran in the Dominican Republic that I had
24 to --

25 **Q Uh-huh.**

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1 A So always to me, Jonathan, I get it that other
2 people own this project and did before I got here and at
3 some point, when lots get sold, X amount of dollars is
4 going to get kicked up to the owners. But whether
5 that's Luke, Johnnie, Vi; FTC, Johnnie, Vi; FTC and Vi;
6 FTC; FTC and the Dalai Lama -- I'm just being facetious,
7 but it doesn't matter to me. I'm not trying to sound
8 crass, but somebody is going to be the owners, and that
9 person is where money is going to get distributed to,
10 and I didn't -- I actually didn't worry about whether
11 Luke was going to retain his shares or somebody else
12 would end up with his shares.

13 **Q Was there an understanding that Luke or Rebecca**
14 **Chadwick would be able to rejoin the board at some**
15 **future time or could be able to rejoin the board at some**
16 **future time?**

17 A I remember them expressing that as a concern.
18 I don't remember the exact details of the conversation.
19 Maybe they thought if -- by some way of Luke settling or
20 being released from the lawsuit maybe he would be
21 allowed to get back on the board. I think we talked
22 about that, but I don't -- I don't remember what was
23 concluded. I think we agreed that would have to be
24 revisited on a situational basis later.

25 **Q And then in terms of the group discussion, in**

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1 **addition to what was in your understanding, was there**
2 **more to the group discussion beyond what you've already**
3 **conveyed?**

4 A Oh. What I just said now was the group
5 discussion; that, "Okay. Well, if somehow later there's
6 no more issue between you and the FTC, we could have the
7 discussion about you being back on the board."

8 **Q And, conceivably, he could also force himself**
9 **back on the board -- right? -- with additional -- if he**
10 **had the support of one of the other --**

11 A That's what I was trying to allude to
12 earlier. If he and Vi or he and Johnnie got together,
13 then as I understood it, they would have sufficient
14 shareholder votes to be able to enact a change to the
15 board of directors, as long as they were all in good
16 standing and had their -- you have to stay in good
17 standing within a corporation to have your voting right.

18 **Q Is it your view that -- is it the board's view**
19 **that any of the current shareholders are not in good**
20 **standing?**

21 A Technically, as of right now, none of them are
22 in good standing because nobody answered the cash call.

23 **Q Well, I'm struggling a little, and this is an**
24 **important point.**

25 A Okay.

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1 **Q So if none of them are in good standing, is it**
2 **your position that none of them have the ability --**
3 **let's say they all three met and said, "We want Sean**
4 **Runnels off the board, and we're going to put on the**
5 **Dalai Lama."**

6 A I don't know myself. Sean would know if --
7 according to the corporate laws, if they still have the
8 right to make changes to the board right now or if they
9 do not. I feel like they don't. I think that was --
10 and I hope I'm not transposing from other companies that
11 I have been involved with, but I believe what Sean had
12 said was, if -- the way the bylaws are written for Mango
13 Belize, if a cash call goes out to the shareholders and
14 they don't answer, that for any period of time that
15 they're delinquent in the cash call the shareholder does
16 not have the right to have cast votes. And I apologize
17 if it turns out that's incorrect, but that's what's in
18 my head.

19 **Q Again, let's do it in small pieces.**

20 A Yes.

21 **Q So just "yes" or "no." I believe you testified**
22 **this already, but "yes" or "no."**

23 **All of the relevant assets, all of the parts of**
24 **Kanantik, are controlled directly or indirectly by Mango**
25 **Belize; correct?**

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1 A Correct.
2 **Q Mr. Chadwick was previously on the board;**
3 **correct?**
4 A Correct.
5 **Q Mr. Chadwick's wife was previously on the**
6 **board; correct?**
7 A Correct.
8 **Q And, collectively, Mr. Chadwick and**
9 **Mr. Chadwick's wife represented two-thirds of the board;**
10 **right?**
11 A At that time that they were on the board?
12 **Q Yes.**
13 A Yes.
14 **Q So they controlled the board at that time?**
15 A Yes.
16 **Q And then they withdrew. Both Mr. Chadwick and**
17 **Ms. Chadwick withdrew from the board; correct?**
18 A Yes.
19 **Q And as a result of that withdrawal, they no**
20 **longer controlled the board's operations; correct?**
21 A Correct.
22 **Q Then new board members came on board, and**
23 **that -- those new board members included Mr. Runnels and**
24 **yourself; correct?**
25 A Correct.

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1 **Q And Mr. Runnels and yourself as well as**
2 **Mr. Smith imposed a cash call; correct?**
3 A We had it. Correct.
4 **Q Okay. And that was a cash call where there was**
5 **at least very substantial doubt whether that cash call**
6 **could be met; right?**
7 A It doesn't change that it got issued.
8 **Q No, but the answer to my question is that you**
9 **had significant doubt that at least two of the three --**
10 A Me personally? Yeah. In my head I would have
11 thought a good chance -- maybe a 50/50 chance Vi wants
12 to answer the cash call and retain her voting power. I
13 didn't expect that Luke could. And from what I had
14 heard about Johnnie, I didn't expect that he would,
15 either.
16 **Q And then as the result of the cash call being**
17 **issued in a context where it was unlikely that the -- at**
18 **least two of the three shareholders would satisfy the**
19 **cash call, those shareholders' rights have been**
20 **diminished; correct?**
21 A Or at least paused. I think they lose their
22 voting rights during that period where they're
23 delinquent on the cash call.
24 **Q Put more simply, Mr. Chadwick's decision to**
25 **withdraw from the board resulted in a situation where**

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1 **his rights have been reduced?**
2 A What resulted in his rights being reduced was
3 his inability to answer the cash call or reluctance or
4 refusal to answer the cash call. Stepping off the board
5 isn't what led to him having reduced rights. It was not
6 answering the cash call that would have reduced his
7 rights.
8 **Q But had he been on the board along with Rebecca**
9 **Chadwick, he wouldn't have issued the cash call,**
10 **presumably, or -- withdraw the question.**
11 **Had he been on the board with Rebecca Chadwick,**
12 **he could have prevented the cash call from being issued;**
13 **correct?**
14 A Well, that would say he voted -- him and
15 Rebecca could have chosen to not pass a resolution to
16 have a cash call, but my personal opinion is that would
17 have been irresponsible. This company is not going to
18 last much longer, if it doesn't get an injection of
19 capital.
20 **Q Your personal opinion aside --**
21 A Okay.
22 **Q -- they could have prevented there being a cash**
23 **call, if they had remained on the board?**
24 A Yeah. Not so much prevent. They just could
25 have not initiated it. Had Luke and Rebecca stayed on

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1 the board, they could have chosen to not initiate a cash
2 call. And even if Geoff had suggested a cash call, they
3 could have outvoted him.
4 MR. COHEN: Let's look -- I'm going to mark
5 as -- I think we're on -- pretty sure we're on 10.
6 THE REPORTER: 10, yes.
7 THE WITNESS: 10, yeah. I've got 9 on top
8 here.
9 BY MR. COHEN:
10 **Q Let me make sure I give you the correct version**
11 **of this. Okay. This is it.**
12 A What's your record for how many of these you
13 ended up with in front of somebody? Did you ever get
14 into triple digits?
15 **Q It has happened, yeah.**
16 A Oh, yeah?
17 **Q It won't happen today.**
18 A Sorry.
19 **Q It will probably be around 20. Some**
20 **depositions last days.**
21 A Wow.
22 MR. COHEN: This will not. I'm sorry. That
23 was No. 10?
24 THE REPORTER: Yes.
25 THE WITNESS: Correct.

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1 that's the one that I -- I'm not going to chastise the
2 previous regime, but that's not how I do things. I was
3 surprised how many owners I talked to that have no
4 ability to have direct communication with the previous
5 regime.
6 **Q When you say "previous regime," you mean the**
7 **Luke Chadwick regime?**
8 A Whoever individuals like Jeff Miller were
9 relying on being able to talk to to find out what's
10 going on, whether that was Luke or people that he would
11 have put in place to talk to the owners, none of the
12 owners seemed very happy that they had an open line of
13 communication.
14 **Q In the third -- I'll direct you to the third**
15 **paragraph down in Mr. Miller's e-mail. I think it's the**
16 **second sentence.**
17 **"Let's try and talk or meet as I**
18 **want to be part of your owners**
19 **committee and feel my 35 years of**
20 **business experience would benefit us**
21 **all!"**
22 **Did I read that correctly?**
23 A Correct.
24 **Q Did Mr. Chadwick or anyone on the webinar**
25 **propose creating an owners committee?**

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1 A I believe that was one of his slides on the
2 webinar, and I remember talking to owners afterwards
3 about gauging their interest level and how much time
4 they'd be willing to be put in to be part of the owners
5 committee.
6 **Q That's separate and apart from any fund-raising**
7 **efforts; correct?**
8 A Correct.
9 MR. COHEN: Let me mark as Brayshaw 13.
10 (Exhibit 13 was marked for identification
11 by the Certified Shorthand Reporter.)
12 BY MR. COHEN:
13 **Q So, first, the e-mail is from**
14 **glen@glenbrayshaw.com.**
15 **That's your e-mail address; correct?**
16 A Correct.
17 **Q There's also an e-mail address under the "cc"**
18 **line called "glen@kanantikbelize.com"?**
19 A I see that on there. Yeah.
20 **Q And that's also your e-mail address?**
21 A I think at one point Luke did Sean and I a
22 favor and said, "Hey, I set up Kanantik e-mail addresses
23 for you guys," but I didn't like the interface so I
24 didn't really use it.
25 **Q Do you have access to the e-mails that would be**

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1 **stored at glen@kanantikbelize.com?**
2 A Sure, as long as whoever has the server hasn't
3 shut it down. And if there's e-mails in there that you
4 want me to forward to you, I will.
5 **Q The first line reads:**
6 **"This e-mail is mostly for**
7 **Daniel's benefit, to ensure that he**
8 **and I are both up to speed on 'who**
9 **has communicated with whom' as we**
10 **move along through the database, but**
11 **it definitely doesn't hurt to keep**
12 **the rest of you plugged into the**
13 **loop."**
14 **Did I read that correctly?**
15 A Correct.
16 **Q Maybe this is obvious and I'm just missing**
17 **this.**
18 **Who is Daniel?**
19 A Daniel is Daniel -- I just call him "Danny."
20 But Daniel is -- he was sort of set up after the webinar
21 to be the owner relations communication point for the
22 owners.
23 **Q What's Danny's last name?**
24 A Key.
25 **Q Can you spell that for me, please.**

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1 A Like Key, K-e-y.
2 **Q Who pays Mr. Key?**
3 A I don't know.
4 **Q Who would know?**
5 A Whenever he's talked to me about his
6 frustrations with being involved with the project, he
7 says that he hasn't been paid, but I have no way of
8 verifying that.
9 **Q Other than not being paid, what are his**
10 **frustrations with being involved in the project?**
11 A The same as what I told you from all the
12 owners; that many people just don't understand why there
13 hasn't been ongoing communication from the beginning.
14 **Q I may have misunderstood something. Mr. Key is**
15 **an owner?**
16 A No. He's -- Danny was put in place to -- okay.
17 So after the webinar I think -- I can't imagine how he
18 was immune to it before, but clearly after the webinar
19 Luke was hyper aware of the fact that the owners are
20 frustrated that they had no ability to have direct
21 communication. I actually remember a juncture in the
22 webinar where it started late and like very late because
23 there was some kind of Internet problem in the building,
24 and I didn't understand why Luke's phone wasn't lighting
25 up because I know, if it was me and I was going to have

1 a webinar with my clients and I was 20 minutes late, my
 2 phone would be lighting up like a Christmas tree. I
 3 didn't understand that.
 4 So I remember after the webinar I asked him,
 5 "Do your clients like not have the ability to get ahold
 6 of you?"
 7 And that's when I learned that the clients
 8 didn't have his number and the ability to communicate
 9 with him. And I said, "Well, I'm not telling you how to
 10 run your business, but that's a problem, you know.
 11 There should be -- people should have the ability to
 12 communicate with somebody, if they have questions. They
 13 want to talk test for echo make sure we're still here.
 14 Especially in light of what's going on, people should
 15 have a platform to communicate." So he installed Danny
 16 to do that. So that's what Danny's role was, to be the
 17 first contact point for the owners.
 18 **Q Did he tell you why it was he chose not to**
 19 **provide Kanantik lot purchasers with a direct way to**
 20 **contact him?**
 21 A I don't want to put words in his mouth again,
 22 but I believe that's when I found out that there was a
 23 third-party marketing company. And so that was how it
 24 was explained to me that the lot owners bought through a
 25 third-party marketing company and didn't have a direct

1 pathway to him.
 2 **Q Was that third-party marketing company**
 3 **Precision?**
 4 A I don't think so. That doesn't sound familiar.
 5 **Q Was it Global Property Alliance?**
 6 A Maybe. I've heard GPA before in dialogues with
 7 him.
 8 **Q Did Mr. Smith have anything to do with the**
 9 **third-party property sales company?**
 10 A Not that I know of.
 11 **Q Did you talk with Mr. Chadwick either at the**
 12 **time of the webinar or at any other time about how the**
 13 **marketing was done?**
 14 A Just that they would do tours. People would
 15 come down for tours and then decide or not decide to buy
 16 a lot.
 17 **Q Mr. Chadwick must have told you at some**
 18 **point -- well, I shouldn't say it like that. I withdraw**
 19 **the question.**
 20 **Did Mr. Chadwick ever discuss with you**
 21 **something that he referred to as the "no debt business**
 22 **model"?**
 23 A I feel like early on in our conversation
 24 that's -- one of the things that he articulated to Sean
 25 and myself was that the plan was to have lot sales pay

1 for the infrastructure installations.
 2 **Q What was your view, if you had one, regarding**
 3 **the viability of proceeding with funding through lot**
 4 **sales rather than funding through debt?**
 5 A My feeling is that you're leaving an awful lot
 6 of opportunity to have your time lines get massively
 7 elongated.
 8 **Q Why would that be?**
 9 A What if you have a period where you're not
 10 selling as much? What if you have an instance where a
 11 large percentage of the member base decides they are not
 12 interested in Belize and don't want to make their
 13 payments anymore?
 14 You lose your ability to have a cognitive
 15 scale. When you're going to put in an infrastructure,
 16 you should stockpile all the money first and then go
 17 fast; right?
 18 It's like, you know, if you -- if you have a
 19 machine gun and you put in a clip that's full of bullets
 20 and you keep shooting one bullet at a time until you run
 21 out of bullets, you're wasting time and effort when you
 22 could have all your bullets fire one bullet after
 23 another. That's terrible in the construction game
 24 because time is what costs you your money.
 25 **Q What was -- so Danny Key had some**

1 **responsibility for contacting consumers, Kanantik lot**
 2 **purchasers; right?**
 3 A Correct.
 4 **Q Do you know why he wasn't copied on this**
 5 **correspondence that's been marked as Brayshaw 13?**
 6 A Oh, he is. He is client relations.
 7 **Q I see.**
 8 A Do you see where it says "to: Client
 9 relations"?
 10 **Q Thank you. Geoffreydaytonsmith@gmail.com,**
 11 **that's Mr. Smith's e-mail?**
 12 A Correct.
 13 **Q Are you aware off the top of your head whether**
 14 **he used other e-mail addresses, as well?**
 15 A I didn't pay attention, to be honest.
 16 **Q Let's go to where it says Isaac or "Izak" and**
 17 **it reads:**
 18 **"Spoke with him last week, and**
 19 **texted him again on March 9th to set**
 20 **up a call for Monday March 11th, and**
 21 **I will have you participate in that**
 22 **call...He seemed receptive to the**
 23 **idea of considering the" \$200,000**
 24 **"platform, so I'll be e-mailing him**
 25 **an outline of a proposal on that over**



MANGO SPRINGS DEVELOPMENT LIMITED

A Company incorporated pursuant to The Companies Act, Chapter 250 of the Laws of Belize.

SHAREHOLDER CASH CALL – SECTION 19

WHEREAS a meeting was held with the Company's Board of Directors to review the current financial status of the company and any outstanding liabilities.

WHEREAS it was determined that the future of the company was dependent on settling past liabilities and debts and that the existing and projected future company funds were grossly insufficient to cover these expenses.

WHEREAS it was decided that the shareholders would be issued a cash call in the amount of all outstanding liabilities and payables.

THEREFORE, in accordance with Section 19 of the Articles, the following amounts are called and due and payable no later than Thursday, September 26, 2019:

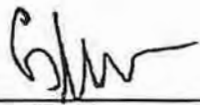
As of September 05, 2019

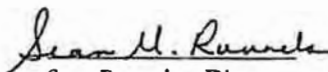
Open Payable Balance	\$ 1,762,058.10
Open Liability Balance	\$ 1,418,626.76
Total Due	\$ 3,180,684.86

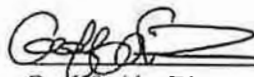
1. Exotic Investor, I.L.C	3,890 shares	\$1,237,286.41
2. John Usher	2,774 shares	\$882,321.98
3. CVM Corporation	3,333 shares	\$1,060,122.26

NOTICE is also hereby given that a Board of Directors meeting to discuss this call as well as several ordinary business-related resolutions will be held on **September 27, 2019 at 12:00pm** at the Kanantik Jungle Resort, Stann Creek, Belize.

Resolved on September 11, 2019,


Glen Brayshaw – Director


Sean Runnels – Director


Geoff Smith - Director



ATLANTIC INTERNATIONAL BANK LIMITED

22 January 2016

Mr. Luke Chadwick and Mrs. Violette Mathis
Mango Springs Development LLC
Hunkins Waterfront Plaza, Suite 556
Main Street
Charlestown
Nevis

Dear Messrs. Chadwick and Mathis

LETTER OF OFFER

The Management of Atlantic International Bank Limited is pleased to inform you that a Loan of US\$385,000 has been approved for Mango Springs Development LLC under the following terms and conditions:

A) USE OF CREDIT FUNDS

The loan of US\$385,000.00 is to be used to assist with the purchase of 7.35 acres of land known as Big Channel Caye located 14¾ Miles Northeast of Placencia Village, Stann Creek District, Belize. The Loan breakdown is as follows:

US\$364,951.00	- Land Acquisition
<u>US\$ 20,049.00</u>	- Loan Cost (Commission and Legal Fees)
US\$385,000.00	- Total

B) TERMS AND CONDITIONS

1. Repayment of loan will be made over a five (5) year period with fifty-nine (59) equal consecutive monthly installments of US\$7,625.00 and one (1) final installment of US\$7,514.82 including interest. Monthly payments commence thirty (30) days after disbursement of the loan.
2. All funds herein agreed together with interest thereon shall, notwithstanding the foregoing provisions of the same by installments, be repayable in full on demand.
3. All payments will be made in US Dollars.

A handwritten signature in blue ink, appearing to be "B".

C) INTEREST

Interest will be charged on the loan at the rate of seven percent (7.0%) per annum, or such rates as may be determined by the Bank from time to time, on the amount of the principal withdrawn and outstanding. Such interest shall accrue on the amounts disbursed from the date of the first disbursement of the loan.

D) SECURITY

The Loan Facility will be secured with the following collateral:

Mortgage Debenture with Supplemental Deed of Mortgage on 7.35 acres of land known as "Big Channel Caye" situated in the Pelican Range Area, 14 $\frac{3}{4}$ miles Northeast of Placencia Village, Stann Creek District, Belize to be vested in the name of G & R Development Company of Belize Limited, STS US\$385.0M with MV US\$425.0M as appraised by Talbert W. Brackett on July 18, 2010.

E) OTHER CONDITIONS

1. Authority to debit Account
2. A front end loan fee of US\$3,080.00 is payable upon the acceptance of the loan offer
3. Legal Fees estimated to be US\$20,049.00 is to be borne by the Borrower and will be deducted from the loan proceeds
4. Life Insurance policy on Luke Chadwick is to be taken out and assigned to the Bank in the amount of US\$385,000.00
5. Resolution to Borrow by Mango Springs Development LLC
6. Resolution to Act as Surety by G & R Development Company of Belize Limited
7. Resolution to Guarantee Loan by Exotic Investor, LLC
8. Resolution to Guarantee Loan by CVM Corporation
9. Corporate Guarantee from G & R Development Company of Belize Limited in the amount of US\$385.0M
10. Corporate Guarantee from Exotic Investor, LLC in the amount of US\$385.0M
11. Corporate Guarantee from CVM Corporation in the amount of US\$385.0M
12. Personal Guarantee from Luke Chadwick in the amount of US\$385.0M

- 13. 2015 Certificate of Incumbency and Certificate of Good Standing for Mango Springs Development LLC is to be submitted to the Bank
- 14. Notarized copies of all company documents for Mango Springs Development LLC must be submitted to the Bank, including the Certificate of Incumbency, Certificate of Good Standing, Certificate of Formation, Endorsement Certificate, Articles of Organization, and the Operating Agreement
- 15. Certified True copies of all company documents for G & R Development Company of Belize Limited must be submitted to the Bank, including the Certificate of Incorporation, Certificate of Good Standing, Memorandum and Articles of Association and 2014 Annual Returns. *(Certified by the Companies Registry)*
- 16. A copy of the 2014 Annual Returns for Palmaya Development Limited is to be submitted to the Bank
- 17. Copies of documents showing change of Shareholders and/or Directors of Palmaya Development Limited in 2015 are to be submitted to the Bank
- 18. 2015 Certificate of Incumbency and Certificate of Good Standing for Exotic Investor, LLC is to be submitted to the Bank
- 19. 2015 Certificate of Incumbency and Certificate of Good Standing for CVM Corporation is to be submitted to the Bank

Handwritten note: need 2016 will rec from Alex

Handwritten note: 2015

Handwritten note: 2016

If you are in agreement with the above Terms and Conditions, kindly sign, date and return the enclosed copy of this Offer to us as early as possible. This offer will be automatically cancelled if it is not accepted within thirty (30) working days.

We thank you for doing business with **Atlantic International Bank Limited** and wish you continued success in your business.

Sincerely,

Mr. Ricardo Pelayo
Chief Executive Officer

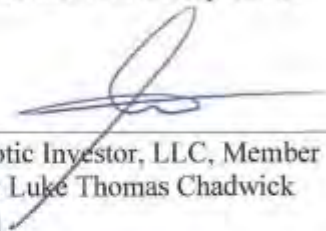
ACCEPTANCE

Mango Springs Development LLC hereby accepts the Offer for the loan of US\$385,000.00 under the Terms and Conditions stipulated above and we hereby authorize you to begin the preparation of the necessary legal documents including the Promissory Note and Guarantees.

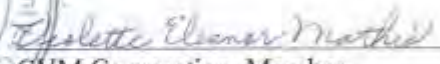
Mango Springs Development LLC (Borrower)

Under and by virtue of the authority vested in its Members
Exotic Investor, LLC and CVM Corporation




Exotic Investor, LLC, Member
By: Luke Thomas Chadwick

1/22/16
DATE

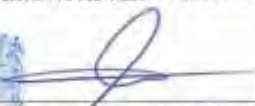

CVM Corporation, Member
By: Violette Eleanor Mathis

1.22.16
DATE

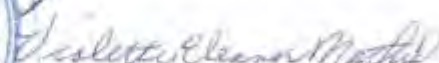
G & R Development Company of Belize Limited (Surety)

Under and by virtue of the authority vested in its Directors
Luke Thomas Chadwick and Violette Eleanor Mathis




Luke Thomas Chadwick, Director

1/22/16
DATE


Violette Eleanor Mathis, Director

1.22.16
DATE

Exotic Investor, LLC (Guarantor)

Under and by virtue of the authority vested in its Manager
Luke Thomas Chadwick




Luke Thomas Chadwick, Manager

1/22/16
DATE

SEE CALIFORNIA
ACKNOWLEDGMENT
DATE 01/22/16 INTL 

CVM Corporation (Guarantor)

Under and by virtue of the authority vested in its Directors
Cleo Donald Mathis and Violette Eleanor Mathis



Cleo Donald Mathis
Cleo Donald Mathis, Director

1-22-16
DATE

Violette Eleanor Mathis
Violette Eleanor Mathis, Director

1-22-16
DATE

Luke Thomas Chadwick (Guarantor)

[Signature]
Luke Thomas Chadwick

1/22/16
DATE

SEE CALIFORNIA
ACKNOWLEDGMENT
DATE: 01/22/16 INTL [Signature]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On January 22, 2016 before me, Teresa D. Lewis, Notary Public
(insert name and title of the officer)

Luke Thomas Chadwick
personally appeared Violette Eleanor Mathis and Cleo Donald Mathis,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Teresa D. Lewis* (Seal)



ATLANTIC INTERNATIONAL BANK LIMITED
PROMISSORY NOTE

US\$385,000.00 Belize City, BELIZE. C.A. Date _____ 2016
(Do Not Fill In Date)

For value received, the Borrower promises to pay to ATLANTIC INTERNATIONAL BANK LIMITED (hereinafter called the Bank), or order, at any of its offices in Belize or affiliated offices abroad, in lawful money of United States of America the principal sum of **THREE HUNDRED EIGHTY FIVE THOUSAND DOLLARS** together with interest there on as follows:

1. US\$3,080.00 UPFRONT COMMISSION TO BE DEDUCTED FROM LOAN PROCEEDS;
2. LOAN WILL BE FOR A TERM OF 5 YEARS WITH 59 EQUAL MONTHLY PAYMENTS OF US\$7,625.00 INCLUDING INTEREST AND 1 FINAL PAYMENT OF US\$7,514.82 INCLUDING INTEREST AT THE RATE OF 7.0% PER ANNUM ON ALL OUTSTANDING BALANCES.

Prepayments are permitted at any time without penalty.

MANGO SPRINGS DEVELOPMENT LLC (The Borrower)

Under and by virtue of the authority vested in its Members
Exotic Investor, LLC and CVM Corporation

SEAL

X _____
MEMBER – Exotic Investor, LLC
By: Luke Thomas Chadwick
For and on behalf of Mango Springs Development LLC

P.O. Box 11, Main Street, Charlestown, Nevis
ADDRESS

X *Violette Eleanor Mathis*
MEMBER – CVM Corporation
By: Violette Eleanor Mathis
For and on behalf of Mango Springs Development LLC

P.O. Box 556, Main Street, Charlestown, Nevis
ADDRESS

ATLANTIC INTERNATIONAL BANK LIMITED

CREDIT AGREEMENT. This Note evidences a loan made by the Bank to the undersigned Borrower in reliance upon the statements made by the undersigned Borrower in the related Application addressed to the Bank by the undersigned Borrower and also in reliance upon the Co- Makers' Statements, if any. As Security for this Note and all other liabilities to the Bank, the undersigned Borrower hereby gives the Bank a continuing lien and/or right of set-off upon any and all money now or hereafter on deposit with the Bank, securities and other property of the undersigned Borrower and the proceeds thereof in possession of the Bank, hereby authorizing the Bank at any time without prior notice, to appropriate and apply such deposits or the proceeds of the sale of such property to any of the liabilities, although contingent and although unmaturred, it being understood that the Bank shall be under no obligation to effect such appropriation and application.

This Note shall, at the option of the Bank become immediately due and payable, without notice or demand, upon the happening of any one of the following specified events, with respect to any endorser or guarantor of this Note: (i) failure to pay any amount as herein agreed, (ii) if any statement representation or warranty made in the above-mentioned Application, or in any supporting financial statement or Co-Maker's Statement (if applicable) shall be found to have been false or breached in any material respect, (iii) failure to observe or perform any covenant or condition contained in any Chattel Mortgage and Security Agreement or any other security instrument executed as security for this Note, (iv) default in the payment or performance of any other obligation to the Bank, (v) insolvency (however evidenced) or the commission of any act of insolvency, (vi) the making of a general assignment for the benefit of creditors, (vii) the filing of any petition or the commencement of any proceeding by or against the Borrower, or any such endorser or guarantor (if applicable) for any relief under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment or indebtedness, reorganization, compositions or extensions, (viii) the appointment of a receiver of, or the issuance or making of a writ or order or order of attachment or garnishment against, any of the property or assets of the Borrower or any such endorser or guarantor (if applicable).

The Borrower hereby waives presentment, demand for payment, notice of dishonor and any or all other notices, or demands in connection with delivery, acceptance, default, or enforcement of this Note and hereby consents to any extension of time, renewals, releases of any party to the Note, waivers or modifications that may be granted or consented to by the Bank in respect of the time of payment or any other provisions of this Note.

Upon default in payment hereunder the Bank may, at its election, and unless it shall previously have exercised its right to make this Note immediately due and payable, accept payment of all amounts in arrears. In the event that the Bank shall institute any action for the enforcement of collection of the Note with reference to an Attorney-at-Law, there shall be immediately due from the Borrower, in addition to the unpaid principal, interest and late charges, all costs and expenses of such action, and attorney's fee of twenty per cent of the amounts then owing and unpaid by the Borrower with an internal collection fee of fifteen percent.

The Borrower hereby authorizes the Bank, without further notice, to obtain the signature of additional co-makers (if applicable). The Borrower agrees that the Bank may accept this Note for discount without regard to the number of parties appearing as Borrower, co-maker or guarantor (if any), and that the liability of each (if more than one) is absolute and unconditional without regard to the liability of any other party. No delay on the part of the Bank in exercising any power or right hereunder shall operate as a waiver thereof: nor shall any single or partial exercise of any power or right: nor shall the Bank be liable for exercising or failing to exercise any such power or right. None of the terms or provisions of this Note may be excluded, modified or amended except by a written instrument expressly referring hereto and setting forth the provisions so excluded, modified or amended.

Date Due _____ 2021
(Do Not Fill In Date)

MANGO SPRINGS DEVELOPMENT LLC (The Borrower)
Under and by virtue of the authority vested in its Members
Exotic Investor, LLC and CVM Corporation

SEAL

X _____
MEMBER – Exotic Investor, LLC
By: Luke Thomas Chadwick
For and on behalf of Mango Springs Development LLC

P.O. Box 11, Main Street, Charlestown, Nevis
ADDRESS

X Violette Eleanor Mathis
MEMBER – CVM Corporation
By: Violette Eleanor Mathis
For and on behalf of Mango Springs Development LLC

P.O. Box 556, Main Street, Charlestown, Nevis
ADDRESS

In consideration of the loan or other extension of credit or accommodation evidenced by the within note, the Borrower (if more than one, jointly and severally) hereby unconditionally guarantee(s) to ATLANTIC INTERNATIONAL BANK LIMITED and every subsequent holder of the said note, irrespective of the genuineness, validity, regularity or enforceability thereof or any other circumstance the prompt payment of the said note when due, at maturity, by acceleration or otherwise, and hereby consent(s) that from time to time, without notice to the Borrower, said note be extended or renewed in whole or in part or the rate of interest thereon may be changed, and any related right or security thereof may be waived, exchanged, surrendered or otherwise dealt with. The release of any party liable upon or in respect of said note shall not release any other such party. The Borrower hereby waives presentment, demand or payment, protest and notice of non-payment and of protest. The Borrower accepts all the obligations and liabilities contained in the within note and credit agreement.

SECURED BY: MORTGAGE DEBENTURE with SUPPLEMENTAL DEED OF MORTGAGE

The Bank is hereby specifically authorized to debit any account of the Borrower, Co-Maker or guarantor (if any) at Atlantic International Bank Limited with the payments due hereunder or under any other loan.

ACCOUNT NO. 100011363 – MANGO SPRINGS DEVELOPMENT LLC

MANGO SPRINGS DEVELOPMENT LLC (The Borrower)
Under and by virtue of the authority vested in its Members
Exotic Investor, LLC and CVM Corporation

SEAL

X _____
MEMBER – Exotic Investor, LLC
By: Luke Thomas Chadwick
For and on behalf of Mango Springs Development LLC

X Violette Eleanor Mathis
MEMBER – CVM Corporation
By: Violette Eleanor Mathis
For and on behalf of Mango Springs Development LLC

GUARANTEE

TO

ATLANTIC INTERNATIONAL BANK LIMITED

4792 Coney Drive, Belize City, BELIZE C.A.

IN CONSIDERATION of your giving time credit and/or facilities and accommodation to **MANGO SPRINGS DEVELOPMENT LLC** (hereinafter referred to as "the Principal" which expression shall include the plural as well as the singular) the undersigned hereby (jointly and severally if more than one) guarantee to you the payment of and undertake on demand in writing made on the undersigned or any one or more of the undersigned by you or any of your Directors or Managers to pay to you all sums of money which may now be or which hereafter may from time to time become due or owing to you anywhere from or by the Principal either as principal or surety and either solely or jointly with any other company, society, Bank, person or persons in partnership or otherwise upon current account bills of exchange or promissory notes or upon loan or any other account whatsoever or for actual or contingent liability including all usual charges.

2. This Guarantee is to be a continuing security for the whole amount now due or owing to you or which may hereafter at any time become due or owing to you as aforesaid by the Principal until the expiration of three months after the receipt by you from the undersigned or any one or more of them or their respective executors or administrators of notice in writing to discontinue it (but notwithstanding the discontinuance as to one or more of the undersigned the Guarantee is to remain a continuing security as to the other or others) but nevertheless the total amount recoverable hereon shall not exceed the sum of United States Dollars **THREE HUNDRED EIGHTY FIVE THOUSAND DOLLARS (US\$385,000.00)** in addition to such further sum for interest thereon and other charges in respect thereof and for costs and expenses as shall accrue due to you within six months before or at any time after the date of demand by you upon the undersigned or any one or more of the undersigned for payment.

3. For all purposes of the liability of the undersigned to you under this Guarantee (including in particular but without prejudice to the generality of the foregoing for all purposes the liability of the undersigned for interest) every sum of money which may now be or which hereafter may from time to time become due or owing to you as aforesaid by the Principal shall be deemed to continue due and owing to you by the Principal until the same shall be actually repaid to you notwithstanding the bankruptcy or winding up of the Principal or any other event whatever and in case of the death of the Principal all sums which would have been due or owing as aforesaid to you by the Principal if the Principal had lived until the time at which you shall receive actual notice of his death shall for all purposes of this Guarantee be deemed included in the moneys due and owing to you by the Principal.

4. This Guarantee is to be in addition to and is not to prejudice or be prejudiced by any other securities or guarantees which you may now or hereafter hold from or on account of the Principal and is to be binding on the undersigned and our/my estate(s) as a continuing security notwithstanding any payment from time to time made to you or any settlement of account or disability affecting the undersigned or any one or more of the undersigned or my death or the death of any one or more of us or any other thing whatsoever.

5. You are to be at liberty in the event of this Guarantee ceasing from any cause whatsoever to be binding as a continuing security on the undersigned or any one or more of the undersigned or on my/our estate(s) to open a fresh account or accounts and to continue any then existing account or accounts with the Principal and no moneys paid into any such account by or on behalf of the Principal and subsequently drawn out shall on a settlement of any claim under this Guarantee be appropriated towards or have the effect of payment of any part of the moneys due from the Principal at the time of this Guarantee ceasing to be so binding as aforesaid unless the person paying in such moneys shall at the time direct you in writing specially to appropriate the same for that purpose.

6. Any admission or acknowledgment in writing by the Principal or any person on behalf of the Principal of the amount of the indebtedness of the Principal or otherwise in relation to the subject matter of this Guarantee or any judgment or award obtained by you against the Principal or proof by you in Bankruptcy or Companies winding up which is admitted or any statement of account furnished by you certified by any one of your Managers or acting Managers as a true copy extracted from the books of the Bank shall be binding and conclusive on the undersigned any my/our estate(s).
7. You are to be at liberty without thereby affecting your rights hereunder at any time to refuse further credit to the Principal to renew any bills of exchange or promissory notes for any period and to compound with given time for payment or grant other indulgence to the Principal or to any obligation on bills of exchange or promissory notes or otherwise or to accept compositions from and make any other arrangements with the Principal or any persons liable to you in respect of securities held or to be held by you from or on behalf of the Principal to give up modify exchange or abstain from perfecting or taking advantage of or enforcing any securities or contracts and to discharge any parties thereto and to realize any securities when and in such manner as you may think expedient and in the event of the bankruptcy or insolvency of the Principal or of his or their entering into a composition or arrangement with his or their creditors or if the Principal is a company society or Bank in the event of the Principal going into liquidation or being wound up or reconstructed or making any arrangement with their creditors any dividends or payments which you may receive from the Principal or his or their estates or any other company, society, Bank or person shall be taken and applied as payments in gross and shall not prejudice you right to recover from the undersigned or any one or more of the undersigned to the full extent of this Guarantee the ultimate balance which after the receipt of such dividends or payments may remain owing to you by the Principal.
8. You are also to be at liberty without thereby affecting your rights hereunder at any time at your absolute discretion to release, discharge, compound or otherwise vary or agree to vary the liability under this Guarantee of any one or more of the undersigned its his/her or their successors, executors or administrators and no such release, discharge, composition, variation, or agreement shall release, discharge or diminish the liability of the others or other of the undersigned their, his, her or its executors administrators or successors who shall nevertheless be and continue jointly and severally liable to you to the full extent of this Guarantee.
9. No assurance security or payment which may be avoided or be invalid under any enactment from time to time in force relating to bankruptcy or liquidation of Companies and no release settlement or discharge which may have been given or made on the faith of any such assurance security or payment shall prejudice or affect your right to recover from the undersigned or any one or more of them to the full extent of this Guarantee.
10. For the purposes of this Guarantee the liability of the Principal for the amount of money which on each day is due from the Principal to you or for which the Principal is liable on each of the accounts of the Principal with you (including liability for interest commission and other charges) shall be deemed to be a new debt or liability which first accrued on that day.
11. As a separate and independent stipulation (but without increasing the before-mentioned total amount recoverable hereon) I agree that all sums of money which may not be recoverable from the undersigned on the footing of a guarantee whether by reason of any legal limitation disability or incapacity on or of the Principal or any other fact or circumstance and whether known to you or not shall nevertheless be recoverable from the undersigned as sole or principal debtor(s) in respect thereof and shall be repaid by the undersigned seven days after demand.
12. Where the Principal is firm this Guarantee shall continue to be valid and continuing notwithstanding any change in the constitution or title of the firm or in its members.
13. This Guarantee shall continue to bind the undersigned notwithstanding any amalgamation that may be effected by you with any other company or person whether the new company thus formed shall or shall not differ in its name, objects, character and constitution from you the above-named Bank it being the intent that this Guarantee shall remain valid and effectual in all respects in favor of and with reference to any such new company when formed and may be proceeded on and enforced in the same manner to all intents and purposes as if such new company had been named in and referred to herein instead of you Atlantic International Bank Limited.

14. Any notice or demand hereunder shall be deemed to have been sufficiently given if sent by prepaid post letter to the last known address in Belize C.A. or to the address stated hereon of the person to whom or to whose Executors or Administrators such notice is to be given and shall be assumed to have reached the addressee in the course of post.

15. In case of the death of any signatory hereto and pending Probate of his Will or Grant of Administration to his estate any notice or demand sent by post as aforesaid addressed to him at his last known address shall for all purposes of this Guarantee be deemed a sufficient notice or demand by you to or on him and his executors or administrators and shall be as effectual as if he were still living.

16. Where this Guarantee is signed by more than one party the liability of each of them hereunto to you shall be joint and several and every agreement and undertaking on their part shall be construed accordingly.

17. The expression the undersigned shall include every person liable hereunder (including all partners in a firm and the executors or administrators of every such person).

SIGNED BY: LUKE THOMAS CHADWICK

This day of , 2015

Signed by LUKE THOMAS CHADWICK)

in the presence of)



Luke Thomas Chadwick



WITNESS



WITNESS

GUARANTEE

TO

ATLANTIC INTERNATIONAL BANK LIMITED

4792 Coney Drive, Belize City, BELIZE C.A.

IN CONSIDERATION of your giving time credit and/or facilities and accommodation to **MANGO SPRINGS DEVELOPMENT LLC** (hereinafter referred to as "the Principal" which expression shall include the plural as well as the singular) the undersigned hereby (jointly and severally if more than one) guarantee to you the payment of and undertake on demand in writing made on the undersigned or any one or more of the undersigned by you or any of your Directors or Managers to pay to you all sums of money which may now be or which hereafter may from time to time become due or owing to you anywhere from or by the Principal either as principal or surety and either solely or jointly with any other company, society, Bank, person or persons in partnership or otherwise upon current account bills of exchange or promissory notes or upon loan or any other account whatsoever or for actual or contingent liability including all usual charges.

2. This Guarantee is to be a continuing security for the whole amount now due or owing to you or which may hereafter at any time become due or owing to you as aforesaid by the Principal until the expiration of three months after the receipt by you from the undersigned or any one or more of them or their respective executors or administrators of notice in writing to discontinue it (but notwithstanding the discontinuance as to one or more of the undersigned the Guarantee is to remain a continuing security as to the other or others) but nevertheless the total amount recoverable hereon shall not exceed the sum of United States Dollars **THREE HUNDRED EIGHTY FIVE THOUSAND DOLLARS (US\$385,000.00)** in addition to such further sum for interest thereon and other charges in respect thereof and for costs and expenses as shall accrue due to you within six months before or at any time after the date of demand by you upon the undersigned or any one or more of the undersigned for payment.

3. For all purposes of the liability of the undersigned to you under this Guarantee (including in particular but without prejudice to the generality of the foregoing for all purposes the liability of the undersigned for interest) every sum of money which may now be or which hereafter may from time to time become due or owing to you as aforesaid by the Principal shall be deemed to continue due and owing to you by the Principal until the same shall be actually repaid to you notwithstanding the bankruptcy or winding up of the Principal or any other event whatever and in case of the death of the Principal all sums which would have been due or owing as aforesaid to you by the Principal if the Principal had lived until the time at which you shall receive actual notice of his death shall for all purposes of this Guarantee be deemed included in the moneys due and owing to you by the Principal.

4. This Guarantee is to be in addition to and is not to prejudice or be prejudiced by any other securities or guarantees which you may now or hereafter hold from or on account of the Principal and is to be binding on the undersigned and our/my estate(s) as a continuing security notwithstanding any payment from time to time made to you or any settlement of account or disability affecting the undersigned or any one or more of the undersigned or my death or the death of any one or more of us or any other thing whatsoever.

5. You are to be at liberty in the event of this Guarantee ceasing from any cause whatsoever to be binding as a continuing security on the undersigned or any one or more of the undersigned or on my/our estate(s) to open a fresh account or accounts and to continue any then existing account or accounts with the Principal and no moneys paid into any such account by or on behalf of the Principal and subsequently drawn out shall on a settlement of any claim under this Guarantee be appropriated towards or have the effect of payment of any part of the moneys due from the Principal at the time of this Guarantee ceasing to be so binding as aforesaid unless the person paying in such moneys shall at the time direct you in writing specially to appropriate the same for that purpose.

6. Any admission or acknowledgment in writing by the Principal or any person on behalf of the Principal of the amount of the indebtedness of the Principal or otherwise in relation to the subject matter of this Guarantee or any judgment or award obtained by you against the Principal or proof by you in Bankruptcy or Companies winding up which is admitted or any statement of account furnished by you certified by any one of your Managers or acting Managers as a true copy extracted from the books of the Bank shall be binding and conclusive on the undersigned any my/our estate(s).

7. You are to be at liberty without thereby affecting your rights hereunder at any time to refuse further credit to the Principal to renew any bills of exchange or promissory notes for any period and to compound with given time for payment or grant other indulgence to the Principal or to any obligation on bills of exchange or promissory notes or otherwise or to accept compositions from and make any other arrangements with the Principal or any persons liable to you in respect of securities held or to be held by you from or on behalf of the Principal to give up modify exchange or abstain from perfecting or taking advantage of or enforcing any securities or contracts and to discharge any parties thereto and to realize any securities when and in such manner as you may think expedient and in the event of the bankruptcy or insolvency of the Principal or of his or their entering into a composition or arrangement with his or their creditors or if the Principal is a company society or Bank in the event of the Principal going into liquidation or being wound up or reconstructed or making any arrangement with their creditors any dividends or payments which you may receive from the Principal or his or their estates or any other company, society, Bank or person shall be taken and applied as payments in gross and shall not prejudice you right to recover from the undersigned or any one or more of the undersigned to the full extent of this Guarantee the ultimate balance which after the receipt of such dividends or payments may remain owing to you by the Principal.

8. You are also to be at liberty without thereby affecting your rights hereunder at any time at your absolute discretion to release, discharge, compound or otherwise vary or agree to vary the liability under this Guarantee of any one or more of the undersigned its his/her or their successors, executors or administrators and no such release, discharge, composition, variation, or agreement shall release, discharge or diminish the liability of the others or other of the undersigned their, his, her or its executors administrators or successors who shall nevertheless be and continue jointly and severally liable to you to the full extent of this Guarantee.

9. No assurance security or payment which may be avoided or be invalid under any enactment from time to time in force relating to bankruptcy or liquidation of Companies and no release settlement or discharge which may have been given or made on the faith of any such assurance security or payment shall prejudice or affect your right to recover from the undersigned or any one or more of them to the full extent of this Guarantee.

10. For the purposes of this Guarantee the liability of the Principal for the amount of money which on each day is due from the Principal to you or for which the Principal is liable on each of the accounts of the Principal with you (including liability for interest commission and other charges) shall be deemed to be a new debt or liability which first accrued on that day.

11. As a separate and independent stipulation (but without increasing the before-mentioned total amount recoverable hereon) I agree that all sums of money which may not be recoverable from the undersigned on the footing of a guarantee whether by reason of any legal limitation disability or incapacity on or of the Principal or any other fact or circumstance and whether known to you or not shall nevertheless be recoverable from the undersigned as sole or principal debtor(s) in respect thereof and shall be repaid by the undersigned seven days after demand.

12. Where the Principal is firm this Guarantee shall continue to be valid and continuing notwithstanding any change in the constitution or title of the firm or in its members.

13. This Guarantee shall continue to bind the undersigned notwithstanding any amalgamation that may be effected by you with any other company or person whether the new company thus formed shall or shall not differ in its name, objects, character and constitution from you the above-named Bank it being the intent that this Guarantee shall remain valid and effectual in all respects in favor of and with reference to any such new company when formed and may be proceeded on and enforced in the same manner to all intents and purposes as if such new company had been named in and referred to herein instead of you Atlantic International Bank Limited.

14. Any notice or demand hereunder shall be deemed to have been sufficiently given if sent by prepaid post letter to the last known address in Belize C.A. or to the address stated hereon of the person to whom or to whose Executors or Administrators such notice is to be given and shall be assumed to have reached the addressee in the course of post.

15. In case of the death of any signatory hereto and pending Probate of his Will or Grant of Administration to his estate any notice or demand sent by post as aforesaid addressed to him at his last known address shall for all purposes of this Guarantee be deemed a sufficient notice or demand by you to or on him and his executors or administrators and shall be as effectual as if he were still living.

16. Where this Guarantee is signed by more than one party the liability of each of them hereunto to you shall be joint and several and every agreement and undertaking on their part shall be construed accordingly.

17. The expression the undersigned shall include every person liable hereunder (including all partners in a firm and the executors or administrators of every such person).

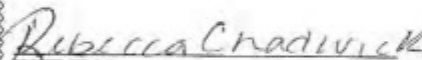
SIGNED BY: CVM CORPORATION

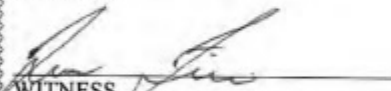
This day of , 2015

Signed by **CLEO DONALD MATHIS**)

in the presence of)


DIRECTOR


WITNESS

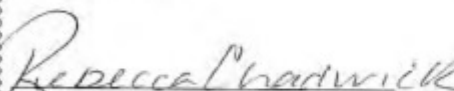

WITNESS



Signed by **VIOLETTE ELEANOR MATHIS**)

in the presence of)


DIRECTOR


WITNESS


WITNESS

GUARANTEE

TO

ATLANTIC INTERNATIONAL BANK LIMITED

4792 Coney Drive, Belize City, BELIZE C.A.

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2. This Guarantee is to be a continuing security for the whole amount now due or owing to you or which may hereafter at any time become due or owing to you as aforesaid by the Principal until the expiration of three months after the receipt by you from the undersigned or any one or more of them or their respective executors or administrators of notice in writing to discontinue it (but notwithstanding the discontinuance as to one or more of the undersigned the Guarantee is to remain a continuing security as to the other or others) but nevertheless the total amount recoverable hereon shall not exceed the sum of United States Dollars **THREE HUNDRED EIGHTY FIVE THOUSAND DOLLARS (US\$385,000.00)** in addition to such further sum for interest thereon and other charges in respect thereof and for costs and expenses as shall accrue due to you within six months before or at any time after the date of demand by you upon the undersigned or any one or more of the undersigned for payment.

3. For all purposes of the liability of the undersigned to you under this Guarantee (including in particular but without prejudice to the generality of the foregoing for all purposes the liability of the undersigned for interest) every sum of money which may now be or which hereafter may from time to time become due or owing to you as aforesaid by the Principal shall be deemed to continue due and owing to you by the Principal until the same shall be actually repaid to you notwithstanding the bankruptcy or winding up of the Principal or any other event whatever and in case of the death of the Principal all sums which would have been due or owing as aforesaid to you by the Principal if the Principal had lived until the time at which you shall receive actual notice of his death shall for all purposes of this Guarantee be deemed included in the moneys due and owing to you by the Principal.

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5. You are to be at liberty in the event of this Guarantee ceasing from any cause whatsoever to be binding as a continuing security on the undersigned or any one or more of the undersigned or on my/our estate(s) to open a fresh account or accounts and to continue any then existing account or accounts with the Principal and no moneys paid into any such account by or on behalf of the Principal and subsequently drawn out shall on a settlement of any claim under this Guarantee be appropriated towards or have the effect of payment of any part of the moneys due from the Principal at the time of this Guarantee ceasing to be so binding as aforesaid unless the person paying in such moneys shall at the time direct you in writing specially to appropriate the same for that purpose.

6. Any admission or acknowledgment in writing by the Principal or any person on behalf of the Principal of the amount of the indebtedness of the Principal or otherwise in relation to the subject matter of this Guarantee or any judgment or award obtained by you against the Principal or proof by you in Bankruptcy or Companies winding up which is admitted or any statement of account furnished by you certified by any one of your Managers or acting Managers as a true copy extracted from the books of the Bank shall be binding and conclusive on the undersigned any my/our estate(s).
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9. No assurance security or payment which may be avoided or be invalid under any enactment from time to time in force relating to bankruptcy or liquidation of Companies and no release settlement or discharge which may have been given or made on the faith of any such assurance security or payment shall prejudice or affect your right to recover from the undersigned or any one or more of them to the full extent of this Guarantee.
10. For the purposes of this Guarantee the liability of the Principal for the amount of money which on each day is due from the Principal to you or for which the Principal is liable on each of the accounts of the Principal with you (including liability for interest commission and other charges) shall be deemed to be a new debt or liability which first accrued on that day.
11. As a separate and independent stipulation (but without increasing the before-mentioned total amount recoverable hereon) I agree that all sums of money which may not be recoverable from the undersigned on the footing of a guarantee whether by reason of any legal limitation disability or incapacity on or of the Principal or any other fact or circumstance and whether known to you or not shall nevertheless be recoverable from the undersigned as sole or principal debtor(s) in respect thereof and shall be repaid by the undersigned seven days after demand.
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13. This Guarantee shall continue to bind the undersigned notwithstanding any amalgamation that may be effected by you with any other company or person whether the new company thus formed shall or shall not differ in its name, objects, character and constitution from you the above-named Bank it being the intent that this Guarantee shall remain valid and effectual in all respects in favor of and with reference to any such new company when formed and may be proceeded on and enforced in the same manner to all intents and purposes as if such new company had been named in and referred to herein instead of you Atlantic International Bank Limited.

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16. Where this Guarantee is signed by more than one party the liability of each of them hereunto to you shall be joint and several and every agreement and undertaking on their part shall be construed accordingly.

17. The expression the undersigned shall include every person liable hereunder (including all partners in a firm and the executors or administrators of every such person).

SIGNED BY: EXOTIC INVESTOR, LLC

This day of , 2015

Signed by LUKE THOMAS CHADWICK)

in the presence of)

MANAGER

Rebecca Chadwick
WITNESS

WITNESS



GUARANTEE

TO

ATLANTIC INTERNATIONAL BANK LIMITED

4792 Coney Drive, Belize City, BELIZE C.A.

IN CONSIDERATION of your giving time credit and/or facilities and accommodation to **MANGO SPRINGS DEVELOPMENT LLC** (hereinafter referred to as "the Principal" which expression shall include the plural as well as the singular) the undersigned hereby (jointly and severally if more than one) guarantee to you the payment of and undertake on demand in writing made on the undersigned or any one or more of the undersigned by you or any of your Directors or Managers to pay to you all sums of money which may now be or which hereafter may from time to time become due or owing to you anywhere from or by the Principal either as principal or surety and either solely or jointly with any other company, society, Bank, person or persons in partnership or otherwise upon current account bills of exchange or promissory notes or upon loan or any other account whatsoever or for actual or contingent liability including all usual charges.

2. This Guarantee is to be a continuing security for the whole amount now due or owing to you or which may hereafter at any time become due or owing to you as aforesaid by the Principal until the expiration of three months after the receipt by you from the undersigned or any one or more of them or their respective executors or administrators of notice in writing to discontinue it (but notwithstanding the discontinuance as to one or more of the undersigned the Guarantee is to remain a continuing security as to the other or others) but nevertheless the total amount recoverable hereon shall not exceed the sum of United States Dollars **THREE HUNDRED EIGHTY FIVE THOUSAND DOLLARS (US\$385,000.00)** in addition to such further sum for interest thereon and other charges in respect thereof and for costs and expenses as shall accrue due to you within six months before or at any time after the date of demand by you upon the undersigned or any one or more of the undersigned for payment.

3. For all purposes of the liability of the undersigned to you under this Guarantee (including in particular but without prejudice to the generality of the foregoing for all purposes the liability of the undersigned for interest) every sum of money which may now be or which hereafter may from time to time become due or owing to you as aforesaid by the Principal shall be deemed to continue due and owing to you by the Principal until the same shall be actually repaid to you notwithstanding the bankruptcy or winding up of the Principal or any other event whatever and in case of the death of the Principal all sums which would have been due or owing as aforesaid to you by the Principal if the Principal had lived until the time at which you shall receive actual notice of his death shall for all purposes of this Guarantee be deemed included in the moneys due and owing to you by the Principal.

4. This Guarantee is to be in addition to and is not to prejudice or be prejudiced by any other securities or guarantees which you may now or hereafter hold from or on account of the Principal and is to be binding on the undersigned and our/my estate(s) as a continuing security notwithstanding any payment from time to time made to you or any settlement of account or disability affecting the undersigned or any one or more of the undersigned or my death or the death of any one or more of us or any other thing whatsoever.

5. You are to be at liberty in the event of this Guarantee ceasing from any cause whatsoever to be binding as a continuing security on the undersigned or any one or more of the undersigned or on my/our estate(s) to open a fresh account or accounts and to continue any then existing account or accounts with the Principal and no moneys paid into any such account by or on behalf of the Principal and subsequently drawn out shall on a settlement of any claim under this Guarantee be appropriated towards or have the effect of payment of any part of the moneys due from the Principal at the time of this Guarantee ceasing to be so binding as aforesaid unless the person paying in such moneys shall at the time direct you in writing specially to appropriate the same for that purpose.

6. Any admission or acknowledgment in writing by the Principal or any person on behalf of the Principal of the amount of the indebtedness of the Principal or otherwise in relation to the subject matter of this Guarantee or any judgment or award obtained by you against the Principal or proof by you in Bankruptcy or Companies winding up which is admitted or any statement of account furnished by you certified by any one of your Managers or acting Managers as a true copy extracted from the books of the Bank shall be binding and conclusive on the undersigned any my/our estate(s).
7. You are to be at liberty without thereby affecting your rights hereunder at any time to refuse further credit to the Principal to renew any bills of exchange or promissory notes for any period and to compound with given time for payment or grant other indulgence to the Principal or to any obligation on bills of exchange or promissory notes or otherwise or to accept compositions from and make any other arrangements with the Principal or any persons liable to you in respect of securities held or to be held by you from or on behalf of the Principal to give up modify exchange or abstain from perfecting or taking advantage of or enforcing any securities or contracts and to discharge any parties thereto and to realize any securities when and in such manner as you may think expedient and in the event of the bankruptcy or insolvency of the Principal or of his or their entering into a composition or arrangement with his or their creditors or if the Principal is a company society or Bank in the event of the Principal going into liquidation or being wound up or reconstructed or making any arrangement with their creditors any dividends or payments which you may receive from the Principal or his or their estates or any other company, society, Bank or person shall be taken and applied as payments in gross and shall not prejudice you right to recover from the undersigned or any one or more of the undersigned to the full extent of this Guarantee the ultimate balance which after the receipt of such dividends or payments may remain owing to you by the Principal.
8. You are also to be at liberty without thereby affecting your rights hereunder at any time at your absolute discretion to release, discharge, compound or otherwise vary or agree to vary the liability under this Guarantee of any one or more of the undersigned its his/her or their successors, executors or administrators and no such release, discharge, composition, variation, or agreement shall release, discharge or diminish the liability of the others or other of the undersigned their, his, her or its executors administrators or successors who shall nevertheless be and continue jointly and severally liable to you to the full extent of this Guarantee.
9. No assurance security or payment which may be avoided or be invalid under any enactment from time to time in force relating to bankruptcy or liquidation of Companies and no release settlement or discharge which may have been given or made on the faith of any such assurance security or payment shall prejudice or affect your right to recover from the undersigned or any one or more of them to the full extent of this Guarantee.
10. For the purposes of this Guarantee the liability of the Principal for the amount of money which on each day is due from the Principal to you or for which the Principal is liable on each of the accounts of the Principal with you (including liability for interest commission and other charges) shall be deemed to be a new debt or liability which first accrued on that day.
11. As a separate and independent stipulation (but without increasing the before-mentioned total amount recoverable hereon) I agree that all sums of money which may not be recoverable from the undersigned on the footing of a guarantee whether by reason of any legal limitation disability or incapacity on or of the Principal or any other fact or circumstance and whether known to you or not shall nevertheless be recoverable from the undersigned as sole or principal debtor(s) in respect thereof and shall be repaid by the undersigned seven days after demand.
12. Where the Principal is firm this Guarantee shall continue to be valid and continuing notwithstanding any change in the constitution or title of the firm or in its members.
13. This Guarantee shall continue to bind the undersigned notwithstanding any amalgamation that may be effected by you with any other company or person whether the new company thus formed shall or shall not differ in its name, objects, character and constitution from you the above-named Bank it being the intent that this Guarantee shall remain valid and effectual in all respects in favor of and with reference to any such new company when formed and may be proceeded on and enforced in the same manner to all intents and purposes as if such new company had been named in and referred to herein instead of you Atlantic International Bank Limited.

ATLANTIC INTERNATIONAL BANK LIMITED

7 February 2018

Luke Chadwick and Violette Mathis

Directors

Kanantik International Ltd.

P.O. Box 556

Main Street

Charlestown, Nevis

Dear Messrs. Chadwick and Mathis:

LETTER OF OFFER

The Management of Atlantic International Bank Limited is pleased to inform you that a Loan of US\$1,053,000.00 has been approved for Kanantik International Ltd. under the following terms and conditions:

A) USE OF CREDIT FUNDS

The loan of US\$1,053,000.00 is to be used to convert Overdraft Account No. 100008331 to a loan facility plus additional funds to cover costs. The loan funds broken down of the loan listed below:

US\$1,044,576.00 - Pay off Overdraft account
US\$ 8,424.00 - Front end fees
US\$1,053,000.00 - Total

B) TERMS AND CONDITIONS

1. Repayment of loan will be made in twenty-four (24) months with twenty-three (23) months of interest only payments of US\$7,897.50, and one (1) balloon installment of US\$1,060,897.50 including interest. Monthly payments commence thirty (30) days after disbursement of the loan.
2. All funds herein agreed together with interest thereon shall, notwithstanding the foregoing provisions of the same by installments, be repayable in full on demand.
3. All payments will be made in US Dollars.

C) INTEREST

Interest will be charged on the loan at the rate of nine percent (9.0%) per annum, or such rates as may be determined by the Bank from time to time, on the amount of the principal withdrawn and outstanding. Such interest shall accrue on the amounts disbursed from the date of the first disbursement of the loan.

D) SECURITY

The Loan Facility will be secured with the following collateral:

Existing Legal Mortgage on 300 acres of land being a portion of the southern PARCEL of Hughes Estate East and situate along the sea coast, Stann Creek District vested in the name of G & R Development Company of Belize Limited STS US\$500.0M with MV US\$12.52MM as appraised by Armin Cansino on 30 January 2014.

E) OTHER CONDITIONS

1. Authority to debit account.
2. A front end loan fee of US\$8,424.00 is to be deducted from the proceeds
3. Resolution to Borrow by Kanantik International Ltd.
4. Resolution to Act as Surety by G & R Development Company of Belize Limited.
5. Resolution to Guarantee Loan by Palmaya Development Limited.
6. Resolution to Guarantee Loan by CVM Corporation.
7. Corporate Guarantee from G & R Development Company of Belize Limited in the amount of US\$1.053MM
8. Corporate Guarantee from Palmaya Development Limited in the amount of US\$1.053MM
9. Corporate Guarantee from CVM Corporation in the amount of US\$1.0MM
10. Personal Guarantee from Luke Thomas Chadwick in the amount of US\$1.053MM
11. Personal Guarantee from Violette Eleanor Mathis in the amount of US\$1.053MM

- 12. 2017 Annual Returns for Palmaya Development Limited is to be submitted to the Bank
- 13. 2017 Certificate of Good Standing for Kanantik International Ltd. are to be submitted to the Bank before disbursement ✓ 10/15
- 14. 2017 Certificate of Good Standing for G & R Development Company of Belize Limited are to be submitted to the Bank before disbursement *see notes of previous 11/19/17 of email 2017 - RJ/PAW*
- 15. 2017 Certificate of Good Standing for Palmaya Development Limited are to be submitted to the Bank before disbursement

If you are in agreement with the above Terms and Conditions, kindly sign, date and return the enclosed copy of this Offer to us as early as possible. This offer will be automatically cancelled if it is not accepted within thirty (30) working days.

We thank you for doing business with **Atlantic International Bank Limited** and wish you continued success in your business.

Sincerely,

Mr. Ricardo Pelayo
Chief Executive Officer

ACCEPTANCE

Kanantik International Ltd. hereby accepts the Offer for the loan of US\$1,053,000.00 under the Terms and Conditions stipulated above and we hereby authorize you to begin the preparation of the necessary legal documents including the Promissory Note and Guarantees.

Kanantik International Ltd. (The Borrower)

Under and by virtue of the authority vested in its Directors
Luke T. Chadwick and Violette E. Mathis



Luke Thomas Chadwick, Director

3/21/18
DATE

Violette Eleanor Mathis, Director

4.20.18
DATE

*SEE CALIFORNIA
ACKNOWLEDGMENT*

G & R Development Company of Belize Limited (The Surety)

Under and by virtue of the authority vested in its Directors
Luke T. Chadwick and Violette E. Mathis



[Signature]

Luke Thomas Chadwick, Director

3/21/18
DATE

Violette Eleanor Mathis

Violette Eleanor Mathis, Director

4.20.18
DATE

Palmaya Development Limited (Guarantor)

Under and by virtue of the authority vested in its Directors
Luke Thomas Chadwick



[Signature]

Luke Thomas Chadwick, Director

3/21/18
DATE

CVM Corporation (Guarantor)

Under and by virtue of the authority vested in its Directors
Cleo Donald Mathis and Violette Eleanor Mathis



[Signature]

Cleo Donald Mathis, Director

DATE

Violette Eleanor Mathis

Violette Eleanor Mathis, Director

4.20.18
DATE

Luke Thomas Chadwick (Guarantor)

[Signature]

Luke Thomas Chadwick

3/21/18
DATE

Violette Eleanor Mathis (Guarantor)

Violette Eleanor Mathis

Violette Eleanor Mathis

4.20.18
DATE

SEE CALIFORNIA
ACKNOWLEDGMENT

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT
(CALIFORNIA CIVIL CODE § 1189)**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On APRIL 20 2018 before me, NANCY ELLEN HOLLISTER - NOTARY PUBLIC
(Date) (Here Insert Name and Title of the Officer)

personally appeared VIOLETTE ELEANOR MATHEIS,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Nancy Ellen Hollister
Signature of Notary Public (Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

Description of Attached Document
Title or Type of Document: LETTER DE OFFER Document Date: APRIL 20 2018
Number of Pages: _____ Signer(s) Other Than Named Above: _____
Additional Information: _____

revision date 01/01/2015

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On March 21, 2018 before me, Teresa D. Lewis, Notary Public
(Insert name and title of the officer)

personally appeared Luke Thomas Chadwick
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Teresa D. Lewis (Seal)



GUARANTEE

TO

ATLANTIC INTERNATIONAL BANK LIMITED

4792 Coney Drive, Belize City, BELIZE C.A.

IN CONSIDERATION of your giving time credit and/or facilities and accommodation to **KANANTIK INTERNATIONAL LTD.** (hereinafter referred to as "the Principal" which expression shall include the plural as well as the singular) the undersigned hereby (jointly and severally if more than one) guarantee to you the payment of and undertake on demand in writing made on the undersigned or any one or more of the undersigned by you or any of your Directors or Managers to pay to you all sums of money which may now be or which hereafter may from time to time become due or owing to you anywhere from or by the Principal either as principal or surety and either solely or jointly with any other company, society, Bank, person or persons in partnership or otherwise upon current account bills of exchange or promissory notes or upon loan or any other account whatsoever or for actual or contingent liability including all usual charges.

2. This Guarantee is to be a continuing security for the whole amount now due or owing to you or which may hereafter at any time become due or owing to you as aforesaid by the Principal until the expiration of three months after the receipt by you from the undersigned or any one or more of them or their respective executors or administrators of notice in writing to discontinue it (but notwithstanding the discontinuance as to one or more of the undersigned the Guarantee is to remain a continuing security as to the other or others) but nevertheless the total amount recoverable hereon shall not exceed the sum of United States Dollars **ONE MILLION FIFTY THREE THOUSAND DOLLARS (US\$1,053,000.00)** in addition to such further sum for interest thereon and other charges in respect (hereof and for costs and expenses as shall accrue due to you within six months before or at any time after the date of demand by you upon the undersigned or any one or more of the undersigned for payment.

3. For all purposes of the liability of the undersigned to you under this Guarantee (including in particular but without prejudice to the generality of the foregoing for all purposes the liability of the undersigned for interest) every sum of money which may now be or which hereafter may from time to time become due or owing to you as aforesaid by the Principal shall be deemed to continue due and owing to you by the Principal until the same shall be actually repaid to you notwithstanding the bankruptcy or winding up of the Principal or any other event whatever and in case of the death of the Principal all sums which would have been due or owing as aforesaid to you by the Principal if the Principal had lived until the time at which you shall receive actual notice of his death shall for all purposes of this Guarantee be deemed included in the moneys due and owing to you by the Principal.

4. This Guarantee is to be in addition to and is not to prejudice or be prejudiced by any other securities or guarantees which you may now or hereafter hold from or on account of the Principal and is to be binding on the undersigned and our/my estate(s) as a continuing security notwithstanding any payment from time to time made to you or any settlement of account or disability affecting the undersigned or any one or more of the undersigned or my death or the death of any one or more of us or any other thing whatsoever.

5. You are to be at liberty in the event of this Guarantee ceasing from any cause whatsoever to be binding as a continuing security on the undersigned or any one or more of the undersigned or on my/our estate(s) to open a fresh account or accounts and to continue any then existing account or accounts with the Principal and no moneys paid into any such account by or on behalf of the Principal and subsequently drawn out shall on a settlement of any claim under this Guarantee be appropriated towards or have the effect of payment of any part of the moneys due from the Principal at the time of this Guarantee ceasing to be so binding as aforesaid unless the person paying in such moneys shall at the time direct you in writing specially to appropriate the same for that purpose.

6. Any admission or acknowledgment in writing by the Principal or any person on behalf of the Principal of the amount of the indebtedness of the Principal or otherwise in relation to the subject matter of this Guarantee or any judgment or award obtained by you against the Principal or proof by you in Bankruptcy or Companies winding up which is admitted or any statement of account furnished by you certified by any one of your Managers or acting Managers as a true copy extracted from the books of the Bank shall be binding and conclusive on the undersigned any my/our estate(s).

7. You are to be at liberty without thereby affecting your rights hereunder at any time to refuse further credit to the Principal to renew any bills of exchange or promissory notes for any period and to compound with given time for payment or grant other indulgence to the Principal or to any obligation on bills of exchange or promissory notes or otherwise or to accept compositions from and make any other arrangements with the Principal or any persons liable to you in respect of securities held or to be held by you from or on behalf of the Principal to give up modify exchange or abstain from perfecting or taking advantage of or enforcing any securities or contracts and to discharge any parties thereto and to realize any securities when and in such manner as you may think expedient and in the event of the bankruptcy or insolvency of the Principal or of his or their entering into a composition or arrangement with his or their creditors or if the Principal is a company society or Bank in the event of the Principal going into liquidation or being wound up or reconstructed or making any arrangement with their creditors any dividends or payments which you may receive from the Principal or his or their estates or any other company, society, Bank or person shall be taken and applied as payments in gross and shall not prejudice your right to recover from the undersigned or any one or more of the undersigned to the full extent of this Guarantee the ultimate balance which after the receipt of such dividends or payments may remain owing to you by the Principal.

8. You are also to be at liberty without thereby affecting your rights hereunder at any time at your absolute discretion to release, discharge, compound or otherwise vary or agree to vary the liability under this Guarantee of any one or more of the undersigned its his/her or their successors, executors or administrators and no such release, discharge, composition, variation, or agreement shall release, discharge or diminish the liability of the others or other of the undersigned their, his, her or its executors administrators or successors who shall nevertheless be and continue jointly and severally liable to you to the full extent of this Guarantee.

9. No assurance security or payment which may be avoided or be invalid under any enactment from time to time in force relating to bankruptcy or liquidation of Companies and no release settlement or discharge which may have been given or made on the faith of any such assurance security or payment shall prejudice or affect your right to recover from the undersigned or any one or more of them to the full extent of this Guarantee.

10. For the purposes of this Guarantee the liability of the Principal for the amount of money which on each day is due from the Principal to you or for which the Principal is liable on each of the accounts of the Principal with you (including liability for interest commission and other charges) shall be deemed to be a new debt or liability which first accrued on that day.

11. As a separate and independent stipulation (but without increasing the before-mentioned total amount recoverable hereon) I agree that all sums of money which may not be recoverable from the undersigned on the footing of a guarantee whether by reason of any legal limitation disability or incapacity on or of the Principal or any other fact or circumstance and whether known to you or not shall nevertheless be recoverable from the undersigned as sole or principal debtor(s) in respect thereof and shall be repaid by the undersigned seven days after demand.

12. Where the Principal is firm this Guarantee shall continue to be valid and continuing notwithstanding any change in the constitution or title of the firm or in its members.

13. This Guarantee shall continue to bind the undersigned notwithstanding any amalgamation that may be effected by you with any other company or person whether the new company thus formed shall or shall not differ in its name, objects, character and constitution from you the above-named Bank it being the intent that this Guarantee shall remain valid and effectual in all respects in favor of and with reference to any such new company when formed and may be proceeded on and enforced in the same manner to all intents and purposes as if such new company had been named in and referred to herein instead of you Atlantic International Bank Limited.

14. Any notice or demand hereunder shall be deemed to have been sufficiently given if sent by prepaid post letter to the last known address in Belize C.A. or to the address stated hereon of the person to whom or to whose Executors or Administrators such notice is to be given and shall be assumed to have reached the addressee in the course of post.

15. In case of the death of any signatory hereto and pending Probate of his Will or Grant of Administration to his estate any notice or demand sent by post as aforesaid addressed to him at his last known address shall for all purposes of this Guarantee be deemed a sufficient notice or demand by you to or on him and his executors or administrators and shall be as effectual as if he were still living.

16. Where this Guarantee is signed by more than one party the liability of each of them hereunto to you shall be joint and several and every agreement and undertaking on their part shall be construed accordingly.

17. The expression the undersigned shall include every person liable hereunder (including all partners in a firm and the executors or administrators of every such person).

SIGNED BY: VIOLETTE ELEANOR MATHIS

This 15th day of MAY, 2018

Signed by VIOLETTE ELEANOR MATHIS)

in the presence of)

Violette Eleanor Mathis
Violette Eleanor Mathis

[Signature]

WITNESS

Chinara

WITNESS

GUARANTEE

TO

ATLANTIC INTERNATIONAL BANK LIMITED

4792 Coney Drive, Belize City, BELIZE C.A.

IN CONSIDERATION of your giving time credit and/or facilities and accommodation to KANANTIK INTERNATIONAL LTD. (hereinafter referred to as "the Principal" which expression shall include the plural as well as the singular) the undersigned hereby (jointly and severally if more than one) guarantee to you the payment of and undertake on demand in writing made on the undersigned or any one or more of the undersigned by you or any of your Directors or Managers to pay to you all sums of money which may now be or which hereafter may from time to time become due or owing to you anywhere from or by the Principal either as principal or surety and either solely or jointly with any other company, society, Bank, person or persons in partnership or otherwise upon current account bills of exchange or promissory notes or upon loan or any other account whatsoever or for actual or contingent liability including all usual charges.

2. This Guarantee is to be a continuing security for the whole amount now due or owing to you or which may hereafter at any time become due or owing to you as aforesaid by the Principal until the expiration of three months after the receipt by you from the undersigned or any one or more of them or their respective executors or administrators of notice in writing to discontinue it (but notwithstanding the discontinuance as to one or more of the undersigned the Guarantee is to remain a continuing security as to the other or others) but nevertheless the total amount recoverable hereon shall not exceed the sum of United States Dollars ONE MILLION FIFTY THREE THOUSAND DOLLARS (US\$1,053,000.00) in addition to such further sum for interest thereon and other charges in respect thereof and for costs and expenses as shall accrue due to you within six months before or at any time after the date of demand by you upon the undersigned or any one or more of the undersigned for payment.

3. For all purposes of the liability of the undersigned to you under this Guarantee (including in particular but without prejudice to the generality of the foregoing for all purposes the liability of the undersigned for interest) every sum of money which may now be or which hereafter may from time to time become due or owing to you as aforesaid by the Principal shall be deemed to continue due and owing to you by the Principal until the same shall be actually repaid to you notwithstanding the bankruptcy or winding up of the Principal or any other event whatever and in case of the death of the Principal all sums which would have been due or owing as aforesaid to you by the Principal if the Principal had lived until the time at which you shall receive actual notice of his death shall for all purposes of this Guarantee be deemed included in the moneys due and owing to you by the Principal.

4. This Guarantee is to be in addition to and is not to prejudice or be prejudiced by any other securities or guarantees which you may now or hereafter hold from or on account of the Principal and is to be binding on the undersigned and our/my estate(s) as a continuing security notwithstanding any payment from time to time made to you or any settlement of account or disability affecting the undersigned or any one or more of the undersigned or my death or the death of any one or more of us or any other thing whatsoever.

5. You are to be at liberty in the event of this Guarantee ceasing from any cause whatsoever to be binding as a continuing security on the undersigned or any one or more of the undersigned or on my/our estate(s) to open a fresh account or accounts and to continue any then existing account or accounts with the Principal and no moneys paid into any such account by or on behalf of the Principal and subsequently drawn out shall on a settlement of any claim under this Guarantee be appropriated towards or have the effect of payment of any part of the moneys due from the Principal at the time of this Guarantee ceasing to be so binding as aforesaid unless the person paying in such moneys shall at the time direct you in writing specially to appropriate the same for that purpose.

CONFIDENTIAL

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6. Any admission or acknowledgment in writing by the Principal or any person on behalf of the Principal of the amount of the indebtedness of the Principal or otherwise in relation to the subject matter of this Guarantee or any judgment or award obtained by you against the Principal or proof by you in Bankruptcy or Companies winding up which is admitted or any statement of account furnished by you certified by any one of your Managers or acting Managers as a true copy extracted from the books of the Bank shall be binding and conclusive on the undersigned any my/our estate(s).
7. You are to be at liberty without thereby affecting your rights hereunder at any time to refuse further credit to the Principal to renew any bills of exchange or promissory notes for any period and to compound with given time for payment or grant other indulgence to the Principal or to any obligation on bills of exchange or promissory notes or otherwise or to accept compositions from and make any other arrangements with the Principal or any persons liable to you in respect of securities held or to be held by you from or on behalf of the Principal to give up modify exchange or abstain from perfecting or taking advantage of or enforcing any securities or contracts and to discharge any parties thereto and to realize any securities when and in such manner as you may think expedient and in the event of the bankruptcy or insolvency of the Principal or of his or their entering into a composition or arrangement with his or their creditors or if the Principal is a company society or Bank in the event of the Principal going into liquidation or being wound up or reconstructed or making any arrangement with their creditors any dividends or payments which you may receive from the Principal or his or their estates or any other company, society, Bank or person shall be taken and applied as payments in gross and shall not prejudice your right to recover from the undersigned or any one or more of the undersigned to the full extent of this Guarantee the ultimate balance which after the receipt of such dividends or payments may remain owing to you by the Principal.
8. You are also to be at liberty without thereby affecting your rights hereunder at any time at your absolute discretion to release, discharge, compound or otherwise vary or agree to vary the liability under this Guarantee of any one or more of the undersigned its his/her or their successors, executors or administrators and no such release, discharge, composition, variation, or agreement shall release, discharge or diminish the liability of the others or other of the undersigned their, his, her or its executors administrators or successors who shall nevertheless be and continue jointly and severally liable to you to the full extent of this Guarantee.
9. No assurance security or payment which may be avoided or be invalid under any enactment from time to time in force relating to bankruptcy or liquidation of Companies and no release settlement or discharge which may have been given or made on the faith of any such assurance security or payment shall prejudice or affect your right to recover from the undersigned or any one or more of them to the full extent of this Guarantee.
10. For the purposes of this Guarantee the liability of the Principal for the amount of money which on each day is due from the Principal to you or for which the Principal is liable on each of the accounts of the Principal with you (including liability for interest commission and other charges) shall be deemed to be a new debt or liability which first accrued on that day.
11. As a separate and independent stipulation (but without increasing the before-mentioned total amount recoverable hereon) I agree that all sums of money which may not be recoverable from the undersigned on the footing of a guarantee whether by reason of any legal limitation disability or incapacity on or of the Principal or any other fact or circumstance and whether known to you or not shall nevertheless be recoverable from the undersigned as sole or principal debtor(s) in respect thereof and shall be repaid by the undersigned seven days after demand.
12. Where the Principal is firm this Guarantee shall continue to be valid and continuing notwithstanding any change in the constitution or title of the firm or in its members.
13. This Guarantee shall continue to bind the undersigned notwithstanding any amalgamation that may be effected by you with any other company or person whether the new company thus formed shall or shall not differ in its name, objects, character and constitution from you the above-named Bank it being the intent that this Guarantee shall remain valid and effectual in all respects in favor of and with reference to any such new company when formed and may be proceeded on and enforced in the same manner to all intents and purposes as if such new company had been named in and referred to herein instead of you Atlantic International Bank Limited.

14. Any notice or demand hereunder shall be deemed to have been sufficiently given if sent by prepaid post letter to the last known address in Belize C.A. or to the address stated hereon of the person to whom or to whose Executors or Administrators such notice is to be given and shall be assumed to have reached the addressee in the course of post.

15. In case of the death of any signatory hereto and pending Probate of his Will or Grant of Administration to his estate any notice or demand sent by post as aforesaid addressed to him at his last known address shall for all purposes of this Guarantee be deemed a sufficient notice or demand by you to or on him and his executors or administrators and shall be as effectual as if he were still living.

16. Where this Guarantee is signed by more than one party the liability of each of them hereunto to you shall be joint and several and every agreement and undertaking on their part shall be construed accordingly.

17. The expression the undersigned shall include every person liable hereunder (including all partners in a firm and the executors or administrators of every such person).

SIGNED BY: G & R DEVELOPMENT COMPANY OF BELIZE LIMITED

This 21st day of March, 2018

Signed by LUKE THOMAS CHADWICK)

in the presence of



DIRECTOR



WITNESS

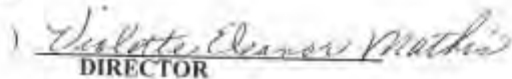


WITNESS



Signed by VIOLETTE ELEANOR MATHIS)

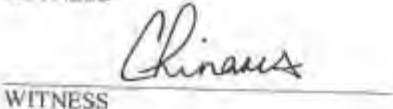
in the presence of



DIRECTOR



WITNESS



WITNESS

OCE CALIFORNIA
ACKNOWLEDGMENT

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT
(CALIFORNIA CIVIL CODE § 1189)**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On APRIL 30 2018 before me, NANCY ELLEN HOLLISTER NOTARY PUBLIC
(Date) (Here Insert Name and Title of the Officer)

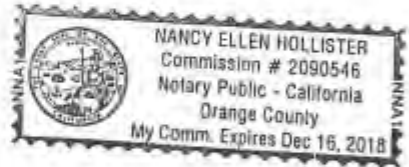
personally appeared VIOLETTE ELEANOR MATHIS
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Nancy Ellen Hollister
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: GUARANTEE Document Date: APRIL 30, 2018

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Additional Information: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On March 21, 2018 before me, Teresa D. Lewis, Notary Public
(insert name and title of the officer)

personally appeared Luke Thomas Chadwick
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Teresa D. Lewis (Seal)



GUARANTEE

TO

ATLANTIC INTERNATIONAL BANK LIMITED

4792 Coney Drive, Belize City, BELIZE C.A.

IN CONSIDERATION of your giving time credit and/or facilities and accommodation to KANANTIK INTERNATIONAL LTD. (hereinafter referred to as "the Principal" which expression shall include the plural as well as the singular) the undersigned hereby (jointly and severally if more than one) guarantee to you the payment of and undertake on demand in writing made on the undersigned or any one or more of the undersigned by you or any of your Directors or Managers to pay to you all sums of money which may now be or which hereafter may from time to time become due or owing to you anywhere from or by the Principal either as principal or surety and either solely or jointly with any other company, society, Bank, person or persons in partnership or otherwise upon current account bills of exchange or promissory notes or upon loan or any other account whatsoever or for actual or contingent liability including all usual charges.

2. This Guarantee is to be a continuing security for the whole amount now due or owing to you or which may hereafter at any time become due or owing to you as aforesaid by the Principal until the expiration of three months after the receipt by you from the undersigned or any one or more of them or their respective executors or administrators of notice in writing to discontinue it (but notwithstanding the discontinuance as to one or more of the undersigned the Guarantee is to remain a continuing security as to the other or others) but nevertheless the total amount recoverable hereon shall not exceed the sum of United States Dollars **ONE MILLION FIFTY THREE THOUSAND DOLLARS (US\$1,053,000.00)** in addition to such further sum for interest thereon and other charges in respect thereof and for costs and expenses as shall accrue due to you within six months before or at any time after the date of demand by you upon the undersigned or any one or more of the undersigned for payment.

3. For all purposes of the liability of the undersigned to you under this Guarantee (including in particular but without prejudice to the generality of the foregoing for all purposes the liability of the undersigned for interest) every sum of money which may now be or which hereafter may from time to time become due or owing to you as aforesaid by the Principal shall be deemed to continue due and owing to you by the Principal until the same shall be actually repaid to you notwithstanding the bankruptcy or winding up of the Principal or any other event whatever and in case of the death of the Principal all sums which would have been due or owing as aforesaid to you by the Principal if the Principal had lived until the time at which you shall receive actual notice of his death shall for all purposes of this Guarantee be deemed included in the moneys due and owing to you by the Principal.

4. This Guarantee is to be in addition to and is not to prejudice or be prejudiced by any other securities or guarantees which you may now or hereafter hold from or on account of the Principal and is to be binding on the undersigned and our/my estate(s) as a continuing security notwithstanding any payment from time to time made to you or any settlement of account or disability affecting the undersigned or any one or more of the undersigned or my death or the death of any one or more of us or any other thing whatsoever.

5. You are to be at liberty in the event of this Guarantee ceasing from any cause whatsoever to be binding as a continuing security on the undersigned or any one or more of the undersigned or on my/our estate(s) to open a fresh account or accounts and to continue any then existing account or accounts with the Principal and no moneys paid into any such account by or on behalf of the Principal and subsequently drawn out shall on a settlement of any claim under this Guarantee be appropriated towards or have the effect of payment of any part of the moneys due from the Principal at the time of this Guarantee ceasing to be so binding as aforesaid unless the person paying in such moneys shall at the time direct you in writing specially to appropriate the same for that purpose.

CONFIDENTIAL

AIB_000897

PXA7 at 15

6. Any admission or acknowledgment in writing by the Principal or any person on behalf of the Principal of the amount of the indebtedness of the Principal or otherwise in relation to the subject matter of this Guarantee or any judgment or award obtained by you against the Principal or proof by you in Bankruptcy or Companies winding up which is admitted or any statement of account furnished by you certified by any one of your Managers or acting Managers as a true copy extracted from the books of the Bank shall be binding and conclusive on the undersigned any my/our estate(s).

7. You are to be at liberty without thereby affecting your rights hereunder at any time to refuse further credit to the Principal to renew any bills of exchange or promissory notes for any period and to compound with given time for payment or grant other indulgence to the Principal or to any obligation on bills of exchange or promissory notes or otherwise or to accept compositions from and make any other arrangements with the Principal or any persons liable to you in respect of securities held or to be held by you from or on behalf of the Principal to give up modify exchange or abstain from perfecting or taking advantage of or enforcing any securities or contracts and to discharge any parties thereto and to realize any securities when and in such manner as you may think expedient and in the event of the bankruptcy or insolvency of the Principal or of his or their entering into a composition or arrangement with his or their creditors or if the Principal is a company society or Bank in the event of the Principal going into liquidation or being wound up or reconstructed or making any arrangement with their creditors any dividends or payments which you may receive from the Principal or his or their estates or any other company, society, Bank or person shall be taken and applied as payments in gross and shall not prejudice you right to recover from the undersigned or any one or more of the undersigned to the full extent of this Guarantee the ultimate balance which after the receipt of such dividends or payments may remain owing to you by the Principal.

8. You are also to be at liberty without thereby affecting your rights hereunder at any time at your absolute discretion to release, discharge, compound or otherwise vary or agree to vary the liability under this Guarantee of any one or more of the undersigned its his/her or their successors, executors or administrators and no such release, discharge, composition, variation, or agreement shall release, discharge or diminish the liability of the others or other of the undersigned their, his, her or its executors administrators or successors who shall nevertheless be and continue jointly and severally liable to you to the full extent of this Guarantee.

9. No assurance security or payment which may be avoided or be invalid under any enactment from time to time in force relating to bankruptcy or liquidation of Companies and no release settlement or discharge which may have been given or made on the faith of any such assurance security or payment shall prejudice or affect your right to recover from the undersigned or any one or more of them to the full extent of this Guarantee.

10. For the purposes of this Guarantee the liability of the Principal for the amount of money which on each day is due from the Principal to you or for which the Principal is liable on each of the accounts of the Principal with you (including liability for interest commission and other charges) shall be deemed to be a new debt or liability which first accrued on that day.

11. As a separate and independent stipulation (but without increasing the before-mentioned total amount recoverable hereon) I agree that all sums of money which may not be recoverable from the undersigned on the footing of a guarantee whether by reason of any legal limitation disability or incapacity on or of the Principal or any other fact or circumstance and whether known to you or not shall nevertheless be recoverable from the undersigned as sole or principal debtor(s) in respect thereof and shall be repaid by the undersigned seven days after demand.

12. Where the Principal is firm this Guarantee shall continue to be valid and continuing notwithstanding any change in the constitution or title of the firm or in its members.

13. This Guarantee shall continue to bind the undersigned notwithstanding any amalgamation that may be effected by you with any other company or person whether the new company thus formed shall or shall not differ in its name, objects, character and constitution from you the above-named Bank it being the intent that this Guarantee shall remain valid and effectual in all respects in favor of and with reference to any such new company when formed and may be proceeded on and enforced in the same manner to all intents and purposes as if such new company had been named in and referred to herein instead of you Atlantic International Bank Limited.

14. Any notice or demand hereunder shall be deemed to have been sufficiently given if sent by prepaid post letter to the last known address in Belize C.A. or to the address stated hereon of the person to whom or to whose Executors or Administrators such notice is to be given and shall be assumed to have reached the addressee in the course of post.

15. In case of the death of any signatory hereto and pending Probate of his Will or Grant of Administration to his estate any notice or demand sent by post as aforesaid addressed to him at his last known address shall for all purposes of this Guarantee be deemed a sufficient notice or demand by you to or on him and his executors or administrators and shall be as effectual as if he were still living.

16. Where this Guarantee is signed by more than one party the liability of each of them hereunto to you shall be joint and several and every agreement and undertaking on their part shall be construed accordingly.

17. The expression the undersigned shall include every person liable hereunder (including all partners in a firm and the executors or administrators of every such person).

SIGNED BY: PALMAYA DEVELOPMENT LIMITED

This 21st day of March, 2018

Signed by LUKE THOMAS CHADWICK)

in the presence of)



DIRECTOR



WITNESS



WITNESS



See California Acknowledgment

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On March 21, 2018 before me, Teresa D. Lewis, Notary Public
(insert name and title of the officer)

personally appeared Luke Thomas Chadwick
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s); or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Teresa D. Lewis

(Seal)



GUARANTEE

TO

ATLANTIC INTERNATIONAL BANK LIMITED

4792 Coney Drive, Belize City, BELIZE C.A.

IN CONSIDERATION of your giving time credit and/or facilities and accommodation to KANANTIK INTERNATIONAL LTD. (hereinafter referred to as "the Principal" which expression shall include the plural as well as the singular) the undersigned hereby (jointly and severally if more than one) guarantee to you the payment of and undertake on demand in writing made on the undersigned or any one or more of the undersigned by you or any of your Directors or Managers to pay to you all sums of money which may now be or which hereafter may from time to time become due or owing to you anywhere from or by the Principal either as principal or surety and either solely or jointly with any other company, society, Bank, person or persons in partnership or otherwise upon current account bills of exchange or promissory notes or upon loan or any other account whatsoever or for actual or contingent liability including all usual charges.

2. This Guarantee is to be a continuing security for the whole amount now due or owing to you or which may hereafter at any time become due or owing to you as aforesaid by the Principal until the expiration of three months after the receipt by you from the undersigned or any one or more of them or their respective executors or administrators of notice in writing to discontinue it (but notwithstanding the discontinuance as to one or more of the undersigned the Guarantee is to remain a continuing security as to the other or others) but nevertheless the total amount recoverable hereon shall not exceed the sum of United States Dollars **ONE MILLION FIFTY THREE THOUSAND DOLLARS (US\$1,053,000.00)** in addition to such further sum for interest thereon and other charges in respect thereof and for costs and expenses as shall accrue due to you within six months before or at any time after the date of demand by you upon the undersigned or any one or more of the undersigned for payment.

3. For all purposes of the liability of the undersigned to you under this Guarantee (including in particular but without prejudice to the generality of the foregoing for all purposes the liability of the undersigned for interest) every sum of money which may now be or which hereafter may from time to time become due or owing to you as aforesaid by the Principal shall be deemed to continue due and owing to you by the Principal until the same shall be actually repaid to you notwithstanding the bankruptcy or winding up of the Principal or any other event whatever and in case of the death of the Principal all sums which would have been due or owing as aforesaid to you by the Principal if the Principal had lived until the time at which you shall receive actual notice of his death shall for all purposes of this Guarantee be deemed included in the moneys due and owing to you by the Principal.

4. This Guarantee is to be in addition to and is not to prejudice or be prejudiced by any other securities or guarantees which you may now or hereafter hold from or on account of the Principal and is to be binding on the undersigned and our/my estate(s) as a continuing security notwithstanding any payment from time to time made to you or any settlement of account or disability affecting the undersigned or any one or more of the undersigned or my death or the death of any one or more of us or any other thing whatsoever.

5. You are to be at liberty in the event of this Guarantee ceasing from any cause whatsoever to be binding as a continuing security on the undersigned or any one or more of the undersigned or on my/our estate(s) to open a fresh account or accounts and to continue any then existing account or accounts with the Principal and no moneys paid into any such account by or on behalf of the Principal and subsequently drawn out shall on a settlement of any claim under this Guarantee be appropriated towards or have the effect of payment of any part of the moneys due from the Principal at the time of this Guarantee ceasing to be so binding as aforesaid unless the person paying in such moneys shall at the time direct you in writing specially to appropriate the same for that purpose.

CONFIDENTIAL

AIB_000901

PXA7 at 19

6. Any admission or acknowledgment in writing by the Principal or any person on behalf of the Principal of the amount of the indebtedness of the Principal or otherwise in relation to the subject matter of this Guarantee or any judgment or award obtained by you against the Principal or proof by you in Bankruptcy or Companies winding up which is admitted or any statement of account furnished by you certified by any one of your Managers or acting Managers as a true copy extracted from the books of the Bank shall be binding and conclusive on the undersigned any my/our estate(s).

7. You are to be at liberty without thereby affecting your rights hereunder at any time to refuse further credit to the Principal to renew any bills of exchange or promissory notes for any period and to compound with given time for payment or grant other indulgence to the Principal or to any obligation on bills of exchange or promissory notes or otherwise or to accept compositions from and make any other arrangements with the Principal or any persons liable to you in respect of securities held or to be held by you from or on behalf of the Principal to give up modify exchange or abstain from perfecting or taking advantage of or enforcing any securities or contracts and to discharge any parties thereto and to realize any securities when and in such manner as you may think expedient and in the event of the bankruptcy or insolvency of the Principal or of his or their entering into a composition or arrangement with his or their creditors or if the Principal is a company society or Bank in the event of the Principal going into liquidation or being wound up or reconstructed or making any arrangement with their creditors any dividends or payments which you may receive from the Principal or his or their estates or any other company, society, Bank or person shall be taken and applied as payments in gross and shall not prejudice your right to recover from the undersigned or any one or more of the undersigned to the full extent of this Guarantee the ultimate balance which after the receipt of such dividends or payments may remain owing to you by the Principal.

8. You are also to be at liberty without thereby affecting your rights hereunder at any time at your absolute discretion to release, discharge, compound or otherwise vary or agree to vary the liability under this Guarantee of any one or more of the undersigned its his/her or their successors, executors or administrators and no such release, discharge, composition, variation, or agreement shall release, discharge or diminish the liability of the others or other of the undersigned their, his, her or its executors administrators or successors who shall nevertheless be and continue jointly and severally liable to you to the full extent of this Guarantee.

9. No assurance security or payment which may be avoided or be invalid under any enactment from time to time in force relating to bankruptcy or liquidation of Companies and no release settlement or discharge which may have been given or made on the faith of any such assurance security or payment shall prejudice or affect your right to recover from the undersigned or any one or more of them to the full extent of this Guarantee.

10. For the purposes of this Guarantee the liability of the Principal for the amount of money which on each day is due from the Principal to you or for which the Principal is liable on each of the accounts of the Principal with you (including liability for interest commission and other charges) shall be deemed to be a new debt or liability which first accrued on that day.

11. As a separate and independent stipulation (but without increasing the before-mentioned total amount recoverable hereon) I agree that all sums of money which may not be recoverable from the undersigned on the footing of a guarantee whether by reason of any legal limitation disability or incapacity on or of the Principal or any other fact or circumstance and whether known to you or not shall nevertheless be recoverable from the undersigned as sole or principal debtor(s) in respect thereof and shall be repaid by the undersigned seven days after demand.

12. Where the Principal is firm this Guarantee shall continue to be valid and continuing notwithstanding any change in the constitution or title of the firm or in its members.

13. This Guarantee shall continue to bind the undersigned notwithstanding any amalgamation that may be effected by you with any other company or person whether the new company thus formed shall or shall not differ in its name, objects, character and constitution from you the above-named Bank it being the intent that this Guarantee shall remain valid and effectual in all respects in favor of and with reference to any such new company when formed and may be proceeded on and enforced in the same manner to all intents and purposes as if such new company had been named in and referred to herein instead of you Atlantic International Bank Limited.

14. Any notice or demand hereunder shall be deemed to have been sufficiently given if sent by prepaid post letter to the last known address in Belize C.A. or to the address stated hereon of the person to whom or to whose Executors or Administrators such notice is to be given and shall be assumed to have reached the addressee in the course of post.

15. In case of the death of any signatory hereto and pending Probate of his Will or Grant of Administration to his estate any notice or demand sent by post as aforesaid addressed to him at his last known address shall for all purposes of this Guarantee be deemed a sufficient notice or demand by you to or on him and his executors or administrators and shall be as effectual as if he were still living.

16. Where this Guarantee is signed by more than one party the liability of each of them hereunto to you shall be joint and several and every agreement and undertaking on their part shall be construed accordingly.

17. The expression the undersigned shall include every person liable hereunder (including all partners in a firm and the executors or administrators of every such person).

SIGNED BY: CVM CORPORATION

This _____ day of _____, 2018

Signed by CLEO DONALD MATHIS)

in the presence of)

DIRECTOR

WITNESS

WITNESS



Signed by VIOLETTE ELEANOR MATHIS)

in the presence of)

Violettes Mathis
DIRECTOR

[Signature]
WITNESS

NDIS

[Signature]
WITNESS

CONFIDENTIAL

AIB_000903

PXA7 at 21

GUARANTEE

TO

ATLANTIC INTERNATIONAL BANK LIMITED

4792 Coney Drive, Belize City, BELIZE C.A.

IN CONSIDERATION of your giving time credit and/or facilities and accommodation to **KANANTIK INTERNATIONAL LTD.** (hereinafter referred to as "the Principal" which expression shall include the plural as well as the singular) the undersigned hereby (jointly and severally if more than one) guarantee to you the payment of and undertake on demand in writing made on the undersigned or any one or more of the undersigned by you or any of your Directors or Managers to pay to you all sums of money which may now be or which hereafter may from time to time become due or owing to you anywhere from or by the Principal either as principal or surety and either solely or jointly with any other company, society, Bank, person or persons in partnership or otherwise upon current account bills of exchange or promissory notes or upon loan or any other account whatsoever or for actual or contingent liability including all usual charges.

2. This Guarantee is to be a continuing security for the whole amount now due or owing to you or which may hereafter at any time become due or owing to you as aforesaid by the Principal until the expiration of three months after the receipt by you from the undersigned or any one or more of them or their respective executors or administrators of notice in writing to discontinue it (but notwithstanding the discontinuance as to one or more of the undersigned the Guarantee is to remain a continuing security as to the other or others) but nevertheless the total amount recoverable hereon shall not exceed the sum of United States Dollars **ONE MILLION FIFTY THREE THOUSAND DOLLARS (US\$1,053,000.00)** in addition to such further sum for interest thereon and other charges in respect thereof and for costs and expenses as shall accrue due to you within six months before or at any time after the date of demand by you upon the undersigned or any one or more of the undersigned for payment.

3. For all purposes of the liability of the undersigned to you under this Guarantee (including in particular but without prejudice to the generality of the foregoing for all purposes the liability of the undersigned for interest) every sum of money which may now be or which hereafter may from time to time become due or owing to you as aforesaid by the Principal shall be deemed to continue due and owing to you by the Principal until the same shall be actually repaid to you notwithstanding the bankruptcy or winding up of the Principal or any other event whatever and in case of the death of the Principal all sums which would have been due or owing as aforesaid to you by the Principal if the Principal had lived until the time at which you shall receive actual notice of his death shall for all purposes of this Guarantee be deemed included in the moneys due and owing to you by the Principal.

4. This Guarantee is to be in addition to and is not to prejudice or be prejudiced by any other securities or guarantees which you may now or hereafter hold from or on account of the Principal and is to be binding on the undersigned and our/my estate(s) as a continuing security notwithstanding any payment from time to time made to you or any settlement of account or disability affecting the undersigned or any one or more of the undersigned or my death or the death of any one or more of us or any other thing whatsoever.

5. You are to be at liberty in the event of this Guarantee ceasing from any cause whatsoever to be binding as a continuing security on the undersigned or any one or more of the undersigned or on my/our estate(s) to open a fresh account or accounts and to continue any then existing account or accounts with the Principal and no moneys paid into any such account by or on behalf of the Principal and subsequently drawn out shall on a settlement of any claim under this Guarantee be appropriated towards or have the effect of payment of any part of the moneys due from the Principal at the time of this Guarantee ceasing to be so binding as aforesaid unless the person paying in such moneys shall at the time direct you in writing specially to appropriate the same for that purpose.

CONFIDENTIAL

AIB_000904

PXA7 at 22

6. Any admission or acknowledgment in writing by the Principal or any person on behalf of the Principal of the amount of the indebtedness of the Principal or otherwise in relation to the subject matter of this Guarantee or any judgment or award obtained by you against the Principal or proof by you in Bankruptcy or Companies winding up which is admitted or any statement of account furnished by you certified by any one of your Managers or acting Managers as a true copy extracted from the books of the Bank shall be binding and conclusive on the undersigned any my/our estate(s).

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8. You are also to be at liberty without thereby affecting your rights hereunder at any time at your absolute discretion to release, discharge, compound or otherwise vary or agree to vary the liability under this Guarantee of any one or more of the undersigned its his/her or their successors, executors or administrators and no such release, discharge, composition, variation, or agreement shall release, discharge or diminish the liability of the others or other of the undersigned their, his, her or its executors administrators or successors who shall nevertheless be and continue jointly and severally liable to you to the full extent of this Guarantee.

9. No assurance security or payment which may be avoided or be invalid under any enactment from time to time in force relating to bankruptcy or liquidation of Companies and no release settlement or discharge which may have been given or made on the faith of any such assurance security or payment shall prejudice or affect your right to recover from the undersigned or any one or more of them to the full extent of this Guarantee.

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13. This Guarantee shall continue to bind the undersigned notwithstanding any amalgamation that may be effected by you with any other company or person whether the new company thus formed shall or shall not differ in its name, objects, character and constitution from you the above-named Bank it being the intent that this Guarantee shall remain valid and effectual in all respects in favor of and with reference to any such new company when formed and may be proceeded on and enforced in the same manner to all intents and purposes as if such new company had been named in and referred to herein instead of you Atlantic International Bank Limited.

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16. Where this Guarantee is signed by more than one party the liability of each of them hereunto to you shall be joint and several and every agreement and undertaking on their part shall be construed accordingly.

17. The expression the undersigned shall include every person liable hereunder (including all partners in a firm and the executors or administrators of every such person).

SIGNED BY LUKE THOMAS CHADWICK

This 21st day of March, 2018

Signed by LUKE THOMAS CHADWICK)

in the presence of)



Luke Thomas Chadwick



WITNESS



WITNESS

SEE CALIFORNIA
ACKNOWLEDGMENT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On March 21, 2018 before me, Teresa D. Lewis, Notary Public
(Insert name and title of the officer)

personally appeared Luke Thomas Chadwick
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Teresa D. Lewis

(Seal)



To: Eric Hogan[ehogan@buyparadise.com]; Daniel Key[dkey@buyparadise.com]; victorvincent3rd@gmail.com[victorvincent3rd@gmail.com]; Maya Baker[findmaya08@gmail.com]; Jeron Timmons[jeron@buyinternational.com]; Frank Costanzo[ecologicalfox@gmail.com]; Kendis Kelly[kendis@eco-futures.com]; Erwin Contreras[erwin@eco-futures.com]; Nana Mensah[ddnnkj@gmail.com]
Cc: External Peter Baker[peterbakerx@yahoo.com]; Brandi Greenfield[brandi@thereservebelize.com]; Anthony Mock[amock@abmdevelopmentanddesign.com]; Alfonso Bailey Eco-Futures[alfonso@eco-futures.com]
From: Christopher Cammarano[chris@theglobestandard.com]
Sent: Mon 9/24/2018 6:13:12 PM (UTC)
Subject: RE: Photos

Hi All,

I'd like to check back in on photos of what's happening at the development. I got some good pictures from Nana of the landscaping of the marina wall, but unfortunately didn't receive anything else.

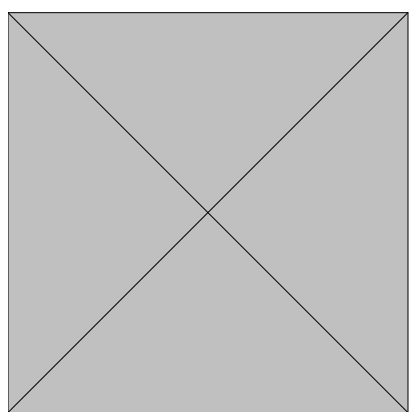
It is now newsletter time so, in addition to needing a regular supply of content for social media, I have to request photos of progress – development and homes.

Please send as many photos of everything happening down there to me by this Friday so I can get the September/October newsletter put together and issued.

Homes under construction that the builders won't send pictures of, so someone needs to do it for them:

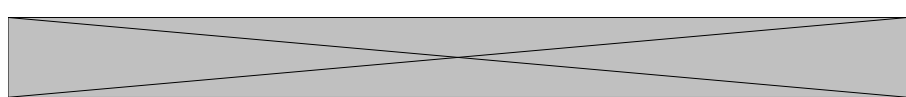
- Equestrian 88
- Northridge 644
- Equestrian 34
- Equestrian 69
- Equestrian 238
- Sapodilla Ridge 280
- Sapodilla Ridge 128
- Northridge 300
- Equestrian 29
-

Thanks in advance for your help with this,



Chris Cammarano
President
chris@theglobestandard.com

US: 714-280-2667
www.theglobestandard.com



From: Christopher Cammarano
Sent: Wednesday, September 5, 2018 3:40 PM
To: 'ehogan@buyparadise.com' <ehogan@buyparadise.com>; 'Daniel Key' <dkey@buyparadise.com>; victorvincent3rd@gmail.com; Maya Baker <findmaya08@gmail.com>; Jeron Timmons <jeron@buyinternational.com>; Frank Costanzo <ecologicalfox@gmail.com>; Kendis Kelly <kendis@eco-futures.com>; Erwin Contreras <erwin@eco-futures.com>; 'Nana Mensah' <ddnnkj@gmail.com>
Subject: Photos

PXA8 at 1

Hi All,

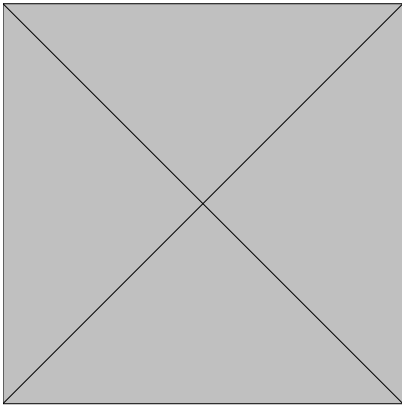
I'd like to ask if you all would be willing to send a few photos to me every week or two of anything interesting going on at the development. The only content we have for social media are nature photos from David Hilmy, which are cool, but we need to mix in other images now and then, especially:

- Development staff at work or going over plans of something upcoming
- Residents/Visiting Owners doing activities
- Sunsets/Sunrises
- The island and beach club

Please avoid sales tour photos, as well as photos of staff doing activities or using amenities which owners themselves aren't allowed to use.

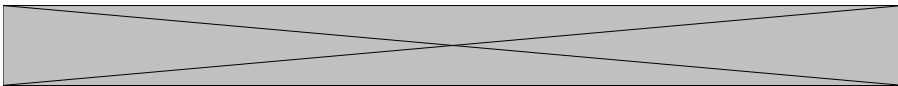
I figure if everyone sends me 2-5 pictures every week or two, or just randomly when something comes up, like Victor does, then I'll be set with content for social media, and likely will have some leftovers for the next newsletter.

Thanks in advance!



Chris Cammarano
President
chris@theglobestandard.com

US: 714-280-2667
www.theglobestandard.com



From: [Daniel Key](#)
To: [Andris](#)
Cc: [External Peter Baker](#); [Rod Kazazi Eco-Futures](#); [Brandi Greenfield](#)
Subject: RE: Update
Date: Sunday, September 3, 2017 8:36:53 PM

Hi Andi,

I made the decision to cancel the Island trip and reduce logistic costs involved due to the fact that Michael & Melissa Traub had told me the development simply was not for them. We had bad weather last night and this morning which helped justify the cancelation.

Michael and Melissa made the following comments:

- Could have saved everyone a lot of money if the right expectation was set from the sales person in California. They were told their reserved lot was ocean front and then used the term, "Bait and switch."
- Couldn't believe how little infrastructure was completed in the country of Belize as well as the development.
- They were surprised to see the ratio of homes built compared to lots sold. I gave explanation, but they were not satisfied.
- Looking strictly for an investment property and want an immediate ROI at a rate that was not comparable to what we can offer.
- Our lots are overpriced and their reserved lot was only worth 150k.
- Melissa said she is a builder and said we should be building model homes to sell at the price of 60-70 per sq ft and that the builders here are ripping us off.
- She offered her consulting services at a discounted rate of 7k per week (her regular rate is 12k).
- During free time, hung out in the tent and did not socialize.
- Went over future development opportunities (Cabo/Bahamas) and they expressed that they do not like our business model (long term investment)

Overall, they were completely unrealistic and are not a good fit for the development. We tried to overcome every negative thing that was said, but they are very closed minded and there was no convincing otherwise.

Best Regards,
Daniel

From: Andris [mailto:ekkup@msn.com]
Sent: Saturday, September 2, 2017 10:12 PM
To: Rachel Whitton <rachel@buyparadise.com>
Cc: Brandi Greenfield <brandi@thereservebelize.com>; Rod Kazazi Eco-Futures <rod@eco-futures.com>; External Peter Baker <peterbakerx@yahoo.com>; Daniel Key

<dkey@buyparadise.com>

Subject: Re: Update

OK. No problem not taking them to the island unless they really want to go. Try asking them what they like/dislike about BZ and suggest that the Bahamas or Cabo might possibly be a better fit for them. Thanks!

Sent from my iPhone

On Sep 3, 2017, at 12:02 PM, Rachel Whitton <rachel@buyparadise.com> wrote:

The Traub's gave no positive feedback on the development/Belize. Michael hardly spoke at all and Melissa is a know it all, a builder and obsessed with volleyball; she has been to 179 countries and stated they receive 50k a week in another investment property they own. They don't see any investment value here and have not responded to anything Danny had to say. We are canceling the island trip tomorrow because we think there is no chance of them purchasing. I tried a "how was your day?" at dinner and received a short "good" reply, nothing further.

Best,
Rachel

From: [Daniel Key](#)
To: [Andi Pukki](#)
Cc: [Brandi Potlongo](#); [Brandi Greenfield](#); [Rod Kazazi](#); ecologicalfox@gmail.com; [Vinayak Shastry](#); [Cristie De Los Reyes](#); [Pia Allen](#); [Sandi Kuhns](#); [Brandon Showalter](#); [Diane Smith](#); [Maya Baker](#); [Victor V](#); [Alfonso Bailey](#); [External Peter Baker](#); [Kathleen Whitlow](#); [Jesse Jaime](#); cliffordsmith47@hotmail.com; sgroup4@aol.com; [Natasha Ovando](#); [Abe Abeliouny](#); [Eric Hogan](#); [Bates Biggar](#); [Jeron Timmons](#); tsedelen@yahoo.com; [Brenda Romero](#)
Subject: Re: October 25-29 Saturday Report
Date: Sunday, October 28, 2018 1:14:30 AM

I'm so proud of you guys. Awesome team effort guys!!!

Sent from my iPhone

On Oct 27, 2018, at 10:08 PM, Andris pukke <ekkup@msn.com> wrote:

Not bad guys!!!

Sent from my iPhone

On Oct 27, 2018, at 8:13 PM, Brandi Potlongo <bpotlongo@buyinternational.com> wrote:

Hello All,

Please find tonight's tour report attached.

Have a Fabulous Day!

Brandi Potlongo

Belize: (501) 650-0228

Cell: (714) 657-6829

bpotlongo@buyinternational.com

BUY INTERNATIONAL

<image001.jpg>

<October 25-29 Saturday Report.xlsx>

Atlantic International Bank Ltd.

APPROVED

RECOMMENDED FOR APPROVAL
[Signature]
22/5/14

Memorandum

To: AIBL Credit Committee
From: Mr. Ellis Sanchez
CC: Mr. Charles Ellis
Date: May 8th, 2014
Re: Kanantik International Ltd. O/D Appl. No. 18/14

Request & Purpose

Kanantik International Ltd. through its beneficial owners, Mr. Luke Chadwick & Mrs. Violette Mathis, has approached Atlantic International Bank Ltd (AIBL) requesting an Overdraft Facility (O/D) in the amount of US\$500,000.00 inclusive of costs to conduct renovations and to provide operating capital support for their Kanantik Reef & Jungle Resort located on the beach front in the South Stann Creek Region, Stann Creek District.

Kanantik Reef & Jungle Resort



Kanantik Reef & Jungle Resort comprises 25 spacious air conditioned thatched roof cabanas all with sea view access. The resort caters primarily for guests that come to Belize weekly to view the Sanctuary Belize Development. Sanctuary Belize and Kanantik Resort are affiliated companies with similar shareholders.

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CONFIDENTIAL

AIB_000946

PXA11 at 1

The average 18 or so guests mainly from North America that makes the tour have the opportunity to stay at the resort while touring the development in search of their future retirement home. A major benefit derived from the borrowers using Kanantik to accommodate guest for the tours is that the funds paid for accommodations are now spent with an affiliated company instead of non-affiliated resorts as was done in the past.

The tour bookings and accounting for Kanantik are done by the parent company located in California, USA. As such, funds are wired to Kanantik on a needs basis to cover operational and other expenditures, any shortfall experienced is met by the parent company.

Amortization

The O/D facility of **US\$500,000.00** is being requested at an annual interest rate of **9.25%** with interest paid monthly on amounts overdrawn over a two years period with an option for renewal at its maturity. The O/D facility is to fluctuate per banking regulations at 65% of its credit limit.

The Borrower

Kanantik International Ltd. is a Nevis Business Company that was incorporated on May 10th, 2012 with two share holders namely Mr. Luke Chadwick and Mrs. Violette Mathis. Mr. Chadwick is an Australian National who is currently living in Newport Beach, California USA, while Mrs. Violette Mathis is an American National who resides in San Clemente California, USA. The company has a total of three directors that includes both Mr. Chadwick and Mrs. Mathis along with prominent Belizean business man, Mr. John Usher. The table below depicts the structure of the company.

Director(s)	Shareholder(s)	Shares Issued
Luke Chadwick	Luke Chadwick	1 Shares
Violette Mathis	Violette Mathis	1 Shares
John Usher		
Total	-	2 Shares

Mr. Luke Thomas Chadwick is the owner of several business companies that deals primarily with real estate marketing and consulting in Belize and internationally. He is the sole owner of six other companies that holds bank accounts with AIBL namely Exotic Investors LLC, Coldwell Placencia LLC, Strategic Wealth Management LLC, Sovereign Corporate Services Ltd, and the newly formed company Southern Belize Holdings LLC with cumulative deposits of US\$258,083.92 for all the DDA accounts. He also operates a personal savings account with us and has been a customer of AIBL since February of 2010.

Mr. Chadwick is also the co-developer of the Sanctuary Belize Development which is a 14,000 acre residential resort development located in the heart of Southern Belize in the Stann Creek District alongside the Sittee River, perched on seven miles of Caribbean shores and surrounded on either side by 111,000 acres of wildlife reserves. He along with the founding developer, Mr. John Usher, are marketing over one thousand house lots

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to include riverside cabins, savannah ranches, equestrian estates, marina cottages and exotic seaside bungalows. The development will have a first-class Diving Facility, a Fishing Club, two Beach Clubs, the Pura Maya Spa/Peak Fitness Academy, an Equestrian Center, a modern 200-slip Marina and bustling Marina Village, a proposed 18-hole championship golf course and the sprawling 10,000-acre Sittee River Wildlife Reserve. Some of these amenities are already in place.

Mrs. Violette Mathis is the co-owner of CVM Corporation along with her husband Mr. Cleo Mathis. They also have an account with AIBL for the CVM corporation company which also deals with real estate transactions in both the US and Belize. She has been a customer of AIBL since May of 2012.

Mr. John Usher is a Belizean and as previously mentioned, is one of the founders of the Sanctuary Belize Development. He is also a director of Kanantik International Ltd as well as G & R Developments of Belize Ltd via his local company Palmaya Development Ltd. G & R Development Company of Belize Limited owns the 300 acre property that houses the Kanantik Reef & Jungle Resort.

Banking History

Kanantik International Ltd. became a customer of AIBL in July of 2012. Since then they have operated their demand deposit account to the banks satisfaction. The account is primarily used for the operation of the resort whereby the principals would transfer funds from their management company in the US (Global Property Alliance), on a timely basis to the Kanantik International Ltd account held with AIBL for payroll and other local operations. The Table below depicts the business activity that has occurred to the account since 2013 to present.

Acc. Name:	KANANTIK INTERNATIONAL LTD,		
Account:	100008331		
2013	Total Credits	Total Debits	Closing Balance
1	\$ 8,377.33	\$ -	\$ 60,642.48
2	\$ 4,211.09	\$ -	\$ 64,853.57
3	\$ 4,286.03	\$ 2,301.93	\$ 66,837.67
4	\$ 20,585.65	\$ 10,448.38	\$ 76,974.94
5	\$ 28,636.70	\$ 23,816.86	\$ 81,794.78
6	\$ 31,152.45	\$ 777.38	\$ 112,169.85
7	\$ 42,043.25	\$ 20,054.49	\$ 134,158.61
8	\$ 43,786.21	\$ 61,756.65	\$ 116,188.17
9	\$ 43,493.50	\$ 90,815.61	\$ 68,866.06
10	\$ 44,564.58	\$ 40,282.69	\$ 73,147.95
11	\$ 60,015.72	\$ 1,382.41	\$ 131,781.26
12	\$ 41,779.62	\$ 125,795.94	\$ 47,764.94
Total Cr./Dr.	\$ 372,932.13	\$ 377,432.34	\$ 1,035,180.28
Monthly Avg.	\$ 31,077.68	\$ 31,452.70	\$ 86,265.02

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Acc. Name:	KANANTIK INTERNATIONAL LTD.		
Account:	100008331		
2014	Total Credits	Total Debits	Closing Balance
1	\$ 147,379.73	\$ 100,030.00	\$ 95,114.67
2	\$ 43,893.02	\$ 68,317.70	\$ 70,689.99
3	\$ 54,957.38	\$ 75,651.82	\$ 49,995.55
4	\$ 43,488.56	\$ 30,132.18	\$ 63,351.93
Total Cr./Dr.	\$ 289,718.69	\$ 274,131.70	\$ 279,152.14
Monthly Avg.	\$ 72,429.67	\$ 68,532.93	\$ 69,788.04

They also operate a credit card with a limit of US\$25,000.00 that was approved in July 2012 to assist the principals to make purchases on behalf of the resort. The directors with equal access to cards are Mr. Luke Chadwick and Mr. John Usher. Payments to the card are done on a monthly basis via a standing order which enables AIBL to debit the Kanantik International Ltd. bank account numbering 100008331 for any amounts owned at the end of their cut off period. The table below depicts the activity of the credit card since 2013 to present.

KANANTIK INTERNATIONAL LTD.

Credit Limit...: 25,000.00

Date	Min Pym	Credits	Debits	Interest
26/01/2013	\$ 1,003.41	\$ 79.93	\$ 2,101.31	\$ 109.55
26/02/2013	\$ 1,732.74	\$ 362.16	\$ 4,999.46	\$ 179.15
26/03/2013	\$ 967.98	\$ 1,732.74	\$ 185.10	\$ 185.10
26/04/2013	\$ 800.36	\$ 7,654.42	\$ 6,006.50	\$ 152.05
26/05/2013	\$ 88.20	\$ 7,931.77	\$ 89.50	\$ 1.30
26/06/2013	\$ 34.49	\$ 89.50	\$ 34.97	\$ 0.48
26/07/2013	\$ 1,285.30	\$ 34.97	\$ 14,326.40	\$ 99.75
26/08/2013	\$ 181.45	\$ 14,326.40	\$ 1,799.93	\$ 34.32
26/09/2013	\$ 100.00	\$ 1,799.93	\$ 266.35	\$ 3.66
26/10/2013	\$ 121.58	\$ 266.35	\$ 1,379.63	\$ 7.22
26/11/2013	\$ 556.11	\$ 1,379.63	\$ 5,841.56	\$ 75.62
26/12/2013	\$ 100.00	\$ 5,841.56	\$ 972.51	\$ 13.90
Total	\$ 6,971.62	\$ 41,499.36	\$ 38,003.22	\$ 862.10

Date	Min Pym	Credits	Debits	Interest
26/01/2014	\$ 420.89	\$ -	\$ 2,361.38	\$ 46.99
26/02/2014	\$ 100.00	\$ 3,333.89	\$ 625.28	\$ 3.46
26/03/2014	\$ 100.00	\$ 625.28	\$ 113.68	\$ 1.50
26/04/2014	\$ 1,166.75	\$ 113.68	\$ 1,209.58	\$ 17.41
Total	\$ 1,787.64	\$ 4,072.85	\$ 4,309.92	\$ 69.36

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The Resort

Kanantik Reef & Jungle Resort comprises 25 spacious air conditioned thatched roof cabanas all with sea view access. The resort caters primarily for guests that come to Belize weekly to view the Sanctuary Belize Development. The average 18 or so guests mainly from North America that makes the tour have the opportunity to stay at the resort while touring the development in search of their future retirement home.

Each cabana is decorated with a Mayan touch and includes locally made art, furniture and woodworking comprised mainly of native Santa Maria wood, an open stone shower screened at one end for ocean views while showering, massive solid four-poster beds equipped with linen canopies, a combination safe and a walk-in closet adequate for two persons.

Other amenities include a full service restaurant and bar with a seating capacity of over 80 persons. There are a total a three televisions in the restaurant and bar since there are no television sets in the rooms. The developers of Sanctuary Belize, Mr. Luke Chadwick, Mrs. Violette Mathis and Mr. John Usher bought the resort in late 2012 from the then owner Mr. Robert Fabri and transformed it into the Kanantik Reef & Jungle Resort now with the addition of a Salt water pool in the heart of the resort.

Photos of the Resort



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Repayment Capacity

The primary source of repayment for the O/D facility will be from revenue generated by the Kanantik Reef & Jungle Resort. The resort's management company in the US, Global Property Alliance or GPA, does all the accounting work for the resort in collaboration with Eco Futures Development, another of Mr. Chadwick's Companies in the US, that books the weekly tour packages which includes the viewing of the development and the stay at the resort.

Under this structure, Kanantik Reef & Jungle resort is wired funds on a needs basis from GPA to cover operational expenditures in accommodating the guests that comes on the tours. The net loss illustrated in the income statement below, is subsidized by GPA. Similarly, GPA will ensure that the fluctuation requirements for the O/D facility are met plus Mr. Chadwick will request that revenue for the resort via Point Of Sales (POS) be split between his ABL account and his Kanantik International Account with AIBL.

**Kanantik International Ltd. – Kanantik Reef & Jungle Resort
Profit & Loss for period Jan - Dec 31st 2013**

INCOME	USD
Income	\$ 1,707,525.06
Cost of Goods Sold	\$ 561,681.48
Gross Profit	\$ 1,145,843.58
EXPENSES	
Administration Cost	\$ 242,320.56
Operating Expense	\$ 1,320,342.36
Total Expenses	\$ 1,562,662.92
NET ORDINARY	\$ (416,819.34)
NET INCOME/ (LOSS)	\$ (416,819.34)

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Repayment Capacity

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A major benefit derived from the borrowers using Kanantik to accommodate guest for the tours is that the funds paid for accommodations are now spent with an affiliated company instead of non-affiliated resorts as was done in the past.

The balance sheet for the resort itself shows that it has a total asset base of US\$1.9MM

**Kanantik International Ltd. – Kanantik Reef & Jungle Resort
Balance Sheet as at December 31st 2013**

<u>ASSETS</u>	<u>USD</u>
Current Assets	\$ 853,354.35
Fixed Assets	<u>\$ 1,143,561.47</u>
TOTAL ASSETS	<u>\$ 1,996,915.82</u>
<u>LIABILITIES</u>	
Current Liabilities	\$ 1,227,656.34
Long-Term Liabilities	<u>\$ 1,924,731.08</u>
TOTAL LIABILITIES	\$ 3,152,387.42
<u>EQUITY</u>	
Retained Earnings	\$ -738,652.26
Net Income	<u>\$ -416,819.34</u>
TOTAL EQUITY	\$ -1,155,471.60
 TOTAL LIAB/EQUITY	 <u>\$ 1,996,915.82</u>

A secondary source of repayment will be from Mr. Chadwick's income generated during the course of the year from his various businesses. His net income after taxes as confirmed by his tax returns is US\$346,460.00 which is more than adequate for him to support his family and meet the monthly interest payments for the O/D facility.

Mr. Chadwick has an estimated net worth of US\$27.0MM which includes some US\$1.290M cash on hand and in the bank readily available for him to clear the line completely within the time frame if the need arises.

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AIB_000953

PXA11 at 8

The balance sheet below illustrates Mr. Chadwick's personal net worth.

Assets	USD	Liabilities	USD
Cash on Hand	\$ 645,000.00	Motor Vehicle Loan	\$ 60,000.00
Cash in Bank	\$ 645,000.00	Real Estate Amt Payable	\$ 300,000.00
Accounts Receivable	\$ 60,000.00	Taxes Payable	\$ 125,000.00
Retirement Accounts	-	Credit Cards	\$ 23,000.00
Investments	-	Other	-
Motor Vehicles	\$ 155,000.00	Total Liabilities	\$ 508,000.00
Real Estate	\$ 19,500,000.00		\$ -
Cash Value Life Insurance	\$ 6,000,000.00		\$ -
Other- Personal Assets	-	Net Worth	\$ 26,497,000.00
Total Assets	\$ 27,005,000.00	Total Liabilities & Net Worth	\$ 27,005,000.00

Collateral

New Legal Charge on all that parcel of land comprising 300 acres being a portion of the southern PARCEL of Hughes Estate East and situated along the sea coast, in the Stann Creek District, vested in the name of G & R Development Company of Belize Limited. STS US\$500M with MV US\$25.766MM as per appraisal report done by Mr. Armin Cansino

The Surety

The property that is owned by G & R Development Company of Belize Limited contains some 300 Acres of land that includes an airstrip and the Kanatik Reef & Jungle Resort.

G & R Development Company of Belize Limited is a Cap 250 company that is owned by CVM Corporation with Mrs. Mathis as shareholder and Palmaya Development Limited with Mr. Usher as shareholder. The directors for G & R Development are Mr. Luke Chadwick, Mrs. Violette Mathis and Mr. John Usher. The table below depicts the company structure and amount of shares issued as at December 31st 2013.

Director(s)	Shareholder(s)	Shares Issued
John Usher	Palmaya Development Limited	7,000
Violette Mathis	CVM Corporation	3,000
Luke Chadwick		
Total		10,000

SWOT

Strengths:

- Borrowers have extensive knowledge and experience in marketing and sales management.

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- Resort is a part of a tour package to the Sanctuary Belize Development which is marketed heavily internationally with commercials airing on CNN and FOX News.
- The resort has its own airstrip and guest can fly directly from the Belize International Airport.
- The resort is located on the beach and is considered to be a high end tourist destination.

Weakness:

- The resort does not open up to the general public.
- The access road to the resort becomes deplorable during the rainy season.

Opportunities:

- The resort caters exclusively to Sanctuary Belize Development tour guest and AIBL is the only bank that has a direct representative weekly.
- Strengthen relationship with customer.
- Increase the quality of the resort experience and services to their customers.
- Increase AIBL's credit customer base.

Threats:

- The Southern coast of Belize is exposed to threats from tropical storms, hurricanes, and flash floods for six months every year.

Other Conditions

- Authority to debit account
- Commission and legal fees are to be borne b the client
- Resolution to Borrow from Kanantik International Ltd.
- Resolution to Act as surety from G & R Development Company of Belize Limited
- Resolution to Act as guarantor from Palmaya Limited
- Resolution to Act as guarantor from CVM Corporation
- Corporate Guarantee from G & R Development Company of Belize Limited (Cap 250) in value of US\$500.0M
- Corporate Guarantee from Palmaya Development Limited (Cap 250) in value of US\$500.0M
- Corporate Guarantee from CVM Corporation(IBC) in value of US\$500.0M
- Personal Guarantee from Luke Chadwick in value of US\$500.0M
- Personal Guarantee from Violette Mathis in value of US\$500.0M
- Personal Guarantee from John Usher in value of US\$500.0M
- Building Insurance to be assigned to AIBL

Recommendation:

Based on the value of the collateral, the repayment capacity and the healthy business relationship established between the bank and the borrower over the years, this US\$500,000.00 O/D facility is being recommended for approval by the AIBL credit committee at an annual interest rate of 9,25% for a period of two years. Interest is to be paid monthly and upon disbursement of funds for renovations.

From: [Luke Chadwick](#)
To: [David Raft](#); [Delora Sandoval](#); [Rod Kazazi](#)
Subject: Daniel KEY Resume.doc
Date: Monday, May 5, 2014 10:22:08 AM

RESUME

Daniel Key

██████████
Mill Park, VIC

Mobile: ██████████

Email: danie██████████

EMPLOYMENT HISTORY

Acting Team Leader Authorised Officer

2011 –

- Supervising team of Authorised Officers as Acting Team Leader.
- Adhere to Metro Trains Melbourne (MTM), Public Transport Victoria (PTV) and Department of Transport, Planning and Local Infrastructure (DTPLI) directives, protocols, policies and work instructions.
- Monitor staff attendance, performance and undertake disciplinary counselling in conjunction with Field Operations Manager.
- Lead, mentor and manage Crew Leaders and Authorised Officers, and ensure agreed Key performance indicators are consistently achieved.
- Supporting the achievement of Balanced Score Card objectives.
- Manage and ensure proper maintenance of MTM Assets such as Depot Vehicles, depot equipment and infrastructure.
- Attend to emergency situations and make decisions under high pressure situations.
- Investigate incidents when required and report any findings to MTM and relevant Authority.
- Compile Emergency Response Reports and provide statements to the Prosecutors of the Department of Infrastructure and Victoria Police.
- Brief staff on policies and procedures and debrief staff on events.
- Knowledge of Occupational, Health & Safety (OH&S) Act requirements and Equal Employment Opportunity (EEO) Policies.
- Prepare spreadsheets, reports and deployments using Microsoft Office tools (Word, Excel, etc)

Crew Leader Authorised Officer

2009 –

Authorised Officer

Metro Trains Melbourne

Nov 2006 – Sep 2009

- Maintain a safe working environment and awareness for staff & customers.
- Deploy and supervise staff during Special Events and disruptions to service, including alternative transport arrangements and crowd control.

- Extensive knowledge and experience in applying and enforcing Acts and Regulations.
- Conduct Risk Assessments to identify hazards and ensure appropriate controls are put in place to mitigate risks.
- Provide a highly visible presence on board trains / stations to detect and deter crime, and report persons committing offences.
- Report ticketing/behavioural offences committed on Metro property & trains
- Report parking offences under the Road Traffic Act on Metro premises
- Attend court as required to provide evidence in connection with submitted reports as the Informant or Witness in the matter
- Liaise with other stakeholders, Transit Police, Department of Transport, Station Managers and Metrol.

Sun City Tanning Studio

Business Owner
2001 – 2006

- Running a business with six staff members.
- Hiring employees.
- Writing work schedules, ordering and keeping inventory of supplies.
- Coordinate with suppliers to ensure optimum stock levels are maintained.
- Train, mentor and motivate new staff members.
- Perform closing procedures including cash balancing and preparation of cash registers for next day trading.
- Preparing payroll for staff and bookkeeping for Tax purpose.

Real Estate Agent Sales Consultant

E.J. Love Real Estate
Mill Park 1998 – 2002

- Present purchase offers to sellers for consideration
- Act as an intermediary in negotiations between buyers and sellers, generally representing one or the other.
- Compare a property with similar properties that have recently sold to determine its competitive market price.
- Advise clients on market conditions, prices and related matters.
- Promote sales of properties through advertisements, open houses, and participation in multiple listing services.
- Accompany buyers during visits to and inspections of property, advising them on the suitability and value of the homes they are visiting.
- Interview clients to determine what kinds of properties they are seeking
- Coordinate property closings, overseeing signing of documents and disbursement of funds.
- Advise sellers on how to make homes more appealing to potential buyers.
- Locate and appraise undeveloped areas for building sites, based on evaluations of area market conditions.
- Generate new business by bringing on new property's to sell by phone, leaflets and door knocking
- Liaise with builders about development and construction of new homes.

Property Manager
Duncan McIntyre Real Estate
Mill Park 1994 – 1998

- Creating and maintaining relationships with tenants and landlords
 - Managing all maintenance issues within properties
 - Receiving and releasing of bonds
 - Inventory reports on entry/exit
 - Creating advertisements for properties
 - Manage the incoming of rent payments
-
- Property inspections and create inventory's in the beginning/middle/end of tenancy's
 - Manage rent arrears

EDUCATION

Department of Infrastructure Law and Procedure Course
Department of Transport, Planning and Local Infrastructure (DTPLI) - 2006

Certificate III in Public Transport and Customer Service Compliance
Victoria University
2006 - 2009

Certificate in Real Estate Sub Agency Practice.
Preston TAFE
May 1994

Victorian Certificate of Education
Epping Secondary College
Dec 1993

REFERENCES

George Tsiamis
Senior Team Leader Authorised Officers
Malvern Depot
[REDACTED]

Raghuram Rajasekaran
Team Leader Authorised Officers
Southern Cross Depot
[REDACTED]

ELECTRONICALLY FILED
Superior Court of California,
County of Orange

11/06/2017 at 05:04:00 PM

Clerk of the Superior Court
By Emma Castle, Deputy Clerk

MATTHEW J. FLETCHER, State Bar No. 204071
MICHAEL SAPIRA, State Bar No. 274305
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e-mail: mfletcher@businesslit.com

Attorneys for Defendant
Luke Chadwick

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

CENTRAL JUSTICE CENTER

CLEO MATHIS, an individual, VIOLETTE
MATHIS, an individual, CVM
CORPORATION, a Nevis Corporation,
derivatively and on behalf of MANGO
SPRINGS DEVELOPMENT, LLC, a Nevada
Limited Liability Company;

Plaintiff

v.

LUKE CHADWICK, an individual,
PALMAYA DEVELOPMENT, LTD, a limited
liability company, EXOTIC INVESTOR,
LTD., a Nevis limited liability company,
MANGO SPRINGS DEVELOPMENT
LIMITED, a Belize limited liability company,
and DOES 1 through 100, inclusive,

Defendants

CASE NO. 30-2017-00936852-CU-BC-CJC

Assigned for All Purposes to:
Honorable Martha K. Gooding
Department C34

**DECLARATION OF LUKE CHADWICK
IN SUPPORT OF MOTION TO COMPEL
ARBITRATION AND STAY ACTION**

DATE: January 22, 2018
TIME: 1:30 p.m.
DEPT: C34
RESERVATION #: 72694847

Complaint Filed: August 10, 2017
Trial Date: None set

DECLARATION OF LUKE CHADWICK

I, Luke Chadwick, declare and say:

1. I am the manager of Mango Springs Development, LLC (“Mango Springs NV”), and I am a defendant in the above-entitled action (the “Action”). I submit this Declaration in support of the Motion to Compel Arbitration and Stay Action (the “Motion”) filed on my behalf in the Action. I make this declaration based on personal knowledge, except for those matters testified on information and belief, and, if called upon to do so, I could and would competently testify to the truth and accuracy of the facts set forth below.

2. On or about September 12, 2013, I entered into a joint venture agreement with CVM Corporation (“CVM”) and John Usher, wherein we agreed that we would each own a one-third interest in Mango Springs Development Limited (“Mango Springs BZ”).

3. I am informed and believe that CVM is owned by the Mathis Revocable Trust, and Violette and Cleo Mathis are the Trustees and Directors of the trust. To my knowledge, all of the agreements were with CVM. None of the agreements that are alleged in the Complaint were with Violette or Cleo Mathis, individually.

4. Mango Springs BZ was the title holder and nominal owner of certain lots of real property in Belize. Mango Springs BZ’s primary purpose was the development and sale of the property, which was intended to be a mixed-use, residential, resort and golf community (the “Development Project”).

5. In or around December 2013, Mango Springs NV was organized under the law of and in the state of Nevada. CVM and Palmaya Development, Ltd. were the sole members of Mango Springs NV, with each entity owning one-half of the company. At all relevant times, I was the manager of Mango Springs NV.

6. Mango Springs NV is governed by the Operating Agreement of Mango Springs Development, LLC. The Operating Agreement also governs my duties and responsibilities as manager of the entity.

7. Mango Springs NV was created to provide treasury services on behalf of Mango Springs BZ and to manage all debts and obligations associated with Mango Springs BZ, and therefore,

1 the Development Project. The debts and obligations of Mango Springs BZ and the Development
2 Project were owed to contractors, vendors, and lenders in Belize and across the United States.

3 8. On or about August 10, 2017, Cleo Mathis, Violette Mathis, CVM Corporation, and
4 Mango Springs NV (collectively, "Plaintiffs") filed the Complaint for (1) Breach of Contract, (2)
5 Fraudulent Inducement, [etc.] against me, Palmaya, Exotic Investor, Ltd, Mango Springs BZ, and Does
6 1 through 100 (the "Complaint").

7 9. As manager of Mango Springs NV, I can attest to the authenticity of the operating
8 agreement (the "Operating Agreement") that governs the LLC, which was attached to Plaintiffs'
9 complaint. A true and correct copy of the Operating Agreement is attached hereto as Exhibit "1," and
10 is incorporated herein. In the Operating Agreement, the parties agreed to arbitrate any dispute through
11 Section 12.2(b) of the Operating Agreement, which mandates arbitration in the city of Elko, Nevada
12 for "any controversy, dispute or claim arising out of or relating in any way to this Agreement or the
13 transactions arising hereunder."

14 10. I was not personally served with a copy of the Complaint. Instead, I learned about the
15 Action because an attorney sent me a copy of the Complaint and asked if I needed an attorney to
16 represent me in the Action. Thereafter, I authorized my attorneys to accept service on my behalf, so I
17 could try to settle all disputes with the Mathis's through mediation.

18 11. I did not accept service for any of the defendant entities listed in the lawsuit except for
19 myself, nor have I ever been served with a summons and complaint on behalf of any of the defendant
20 entities. I am not authorized to accept service on behalf of any of the defendant entities, except as
21 required by law. To my knowledge, none of the other defendants have been served with a summons
22 and Complaint.

23 I declare under penalty of perjury under the laws of the State of California that the foregoing is
24 true and correct.

25 Executed this 6th day of November, 2017, at Irvine, California.

26
27
28


Luke Chadwick

Exhibit 1

OPERATING AGREEMENT
Of
MANGO SPRINGS DEVELOPMENT, LLC
A Nevada Limited Liability Company

This Operating Agreement is effective on the date the Articles of Organization of Mango Springs Development, LLC (the “Company”) were filed with the Nevada Secretary of State.

ARTICLE I
PURPOSE

The business and purpose of the Company shall be to hold assets, and such other businesses and purposes as the Manager(s) may from time to time determine in accordance with Article 4 of this Agreement. It is understood that the foregoing statement of purposes shall not serve as a limitation on the powers or abilities of this Company, which shall be permitted to engage in any and all lawful business activities, except for banking or insurance.

ARTICLE II
OFFICES

Section 2.1. Principal Office. The location of the principal office of the Company shall be 442 Court St., Elko, Nevada 89801.

Section 2.2. Other Offices. The Company may have offices at other locations, within and without the State of Nevada as decided by its manager(s), as designated in Exhibit “2” (the “Manager(s)”) or as the Company’s business may require.

ARTICLE III
MEMBER MEETINGS

Section 3.1. Place of Meeting. Meetings of the Members shall be held at the principal executive office of the Company or at other locations as may be decided by the Member(s).

Section 3.2. Meetings. Meetings of the Members for any purpose may be called at the request in writing by the Manager(s), or at the request of any Members. Such request shall state the purpose(s) of the proposed meeting.

Section 3.3. Action Without a Meeting. Any action that may be taken at any meeting of Members, may be taken without a meeting and without prior notice if consent, in writing, setting forth the action so taken, is signed by all the holders of outstanding membership units entitled to vote on the action (a “Written Consent”).

Section 3.4. Notice of Meetings. In the event Written Consent is not used, notices of meetings shall be given in writing to Members entitled to vote at the meeting by the Manager(s) or Member(s). Notices of Members' meetings shall be given either personally or by first-class mail or other means of written communication, addressed to the Members at the address of the Members appearing on the membership register of the Company or given by the Members to the Company for the purpose of notice. Notice of a Members' meeting shall be given to each member no less than ten (10) and no more than sixty (60) days prior to the meeting. If mailed, it shall be directed to a member at the address found in the Company’s records and upon such mailing of any such notice, the service thereof shall be complete, and the time of the notice shall run from the date upon which such notice was deposited in the mail. Such notice shall state the place, date, and hour of the meeting and the general nature of the business to be transacted. The

notice of any meeting at which Manager(s) are to be elected shall include the names of the nominees that, at the time of the notice, the Manager(s) intend to present for election.

Section 3.4. Waiver of Notice. The transactions of any meeting of members, however called and noticed, and wherever held, are as valid as though undertaken at a meeting duly held after regular call and notice, if a) a quorum is present as specified in Section 3.6, whether in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice or a consent to the holding of the meeting or an approval of the minutes thereof or b) all members are present. If the waiver does not include an approval of the minutes of the meeting, it shall state the general nature of the business of the meeting. All such waivers, consents, and approvals shall be filed with the company records or made a part of the minutes of the meeting.

Section 3.5. Quorum and Voting.

3.5.1. Except as may otherwise be provided in this operating agreement or by law, each of the members hereby waives his, her, or its right to vote on any matters other than as set forth in this Section 3.5.

3.5.2. A *unanimous vote* of the members shall be required to:

- (a) Mortgage, encumber, sell, or place liens on any real property owned by the Company;
- (b) elect or remove the Manager(s) of the Company
- (c) change the authorized number of Manager(s);
- (d) provide compensation for the Manager(s);
- (e) approve any loan to any member, manager or officer of the Company;
- (f) approve indemnification of any manager or officer of the Company;
- (g) approve additional capital contributions by Members (cash call) pursuant to Article 5.
- (h) dissolve the Company;
- (i) amend this operating agreement;
- (j) approve the Transfer of the Company's membership units
- (k) issue additional membership units to Members which will dilute the membership percentage interests outlined in Exhibit "1";
- (l) alter the preferred return of any Member, if any;
- (m) approve a merger, conversion, continuance, transfer or domestication under the Nevada Revised Limited Liability Company Act;

3.5.3. All other rights to vote on any matters other than set forth in this section, or state law, shall be vested with the Manager(s).

3.5.4. Every member entitled to vote shall be entitled to one vote for each membership unit held, except as otherwise provided by law.

Section 3.6. Quorum: Unanimity of the membership units entitled to vote represented in person or by proxy shall constitute a quorum at a meeting of members.

Section 3.7. Proxies. Every person or entity entitled to vote membership units may authorize another person(s) or entities to act by proxy with respect to such membership units by filing a proxy with the Manager(s) of the Company. For purposes of this operating agreement, a "proxy" is a written authorization signed by a member or the member's attorney-in-fact giving another person(s) or entities power to vote with respect to the membership units of the member. Every proxy shall continue in full force and effect until the expiration of any period specified in the proxy or until revoked by the person executing it, except as otherwise provided by law.

ARTICLE IV MANAGERS

Section 4.1. Powers. Other than the powers outlined in 3.5.2. above, the business and affairs of the Company shall be managed by, or under the direction of, its manager. The initial manager shall be Luke Chadwick.

Section 4.2. Election and Tenure of Office. The Manager shall remain in power until a meeting of members is called and new Manager(s) are elected pursuant to Article III. Manager(s) need not be members.

Section 4.3. Resignation and Vacancies.

4.3.1. Any manager may resign effective upon giving written notice to the members unless the notice specifies a later time for the effectiveness of the resignation. If the resignation is effective at a later time, a successor may be elected when the resignation becomes effective.

4.3.2. A vacancy with any manager shall exist in the case of resignation, revocation, or removal of any manager or in case the authorized number of managers is increased, or in case the members fail to elect the full authorized number of managers at any meeting of the members at which managers are elected. In the event any manager should die or become legally incapacitated, such event shall be treated as a resignation. The Managers may declare vacant the office of a manager who has been declared of unsound mind by an order of court or who has been convicted of a felony.

4.3.3. Vacancies of a manager must be approved by approval of the members. Each manager approved to fill a vacancy shall hold such office until a meeting of members is called and new Manager(s) are elected pursuant to Article III.

Section 4.4. Action Without a Meeting. Any action that may be taken at any meeting of Manager, may be taken without a meeting and without prior notice if consent, in writing, setting forth the action so taken, is signed by all Managers (a "Written Consent of Managers").

Section 4.5. Compensation. Manager shall receive compensation from time to time as the Members determine. The Company shall reimburse Manager for reasonably necessary expenses incurred by the Manager on behalf of the Company in connection with carrying out the Manager's management obligations.

ARTICLE V

CAPITAL CONTRIBUTIONS AND DISTRIBUTIONS

Section 5.1. Additional Capital Contributions.

Additional Capital Contributions may be necessary to accomplish the purposes and objectives of the Company. Capital Contributions may be made by the Members when determined necessary, from time to time, in the amounts and within the time determined by the Managers. Such additional Capital Contributions shall be payable in proportion to each Member's Percentage Interest as evidenced in Exhibit "1."

If at any time any Member should fail to contribute any sum required in accordance with the provisions of this paragraph and such default shall continue for thirty (30) days after notice, the other Members may pay the subject expense, and thereupon the defaulting Member shall be obligated to repay said sum to the Member making the advance, and such sums shall bear interest from the date of said default until such sum is paid at the lesser of (i) eighteen (18%) percent per annum, or (ii) the maximum non-usurious amount of interest permitted by applicable law. The Members making such advance shall have and are hereby granted a lien and security interest upon the entire interest of the defaulting Member's membership interest to secure the repayment of such indebtedness. Said indebtedness shall be paid out directly from any distribution the defaulting member is scheduled to receive from the Company. Additionally, if the current Members are unable or unwilling to meet the demand for Additional Capital Contributions, the Members acknowledge that new members may be added at the time additional capital is required. The Members acknowledge that their percentage interests as evidenced in Exhibit "1" may change (including being diluted) from time to time as a result of adding Members to obtain Additional Capital Contributions. However, this section is not for the benefit of any creditors of the Company. No creditor of the Company may obtain any right under this paragraph to make any claim that a Member is obligated to contribute capital to the Company for the purpose of satisfying the Company's creditors.

Such Member or Members making Additional Capital Contributions shall receive a Capital Account credit for each such additional Capital Contribution at the time and in the amount that such contribution is made, and Exhibit "1" shall be adjusted accordingly.

Section 5.2. Distributions.

5.2.1. **"Net Cash Flow"**- As used in this Section 5.2, the term "Net Cash Flow" shall mean, with respect to any fiscal period, the excess of revenues, investment income, income from affiliates, and other receipts over operating expenses and other expenditures for such fiscal period, decreased by (i) any amounts added to reserves during such fiscal period, to be determined by the Managers taking into consideration the known upcoming expenses, and

increased by (ii) the amount (if any) of all allowances for cost recovery, amortization or depreciation with respect to property for such fiscal period, and (iii) any amounts withdrawn from reserves during such fiscal period.

5.2.2. **Distribution of Net Cash Flow.** The Net Cash Flow shall be distributed at such times as may be determined by the Managers among the Members, according to their percentage interest outlined in Exhibit "1".

ARTICLE VI

TRANSFER OF MEMBERSHIP UNITS; OPTION TO PURCHASE MEMBERSHIP UNITS OF DECEASED OR DISSOLVED MEMBER; RIGHT OF FIRST REFUSAL; CHARGING ORDER

Section 6.1 Transfer of Interests.

6.1.1 No Member may sell, exchange, transfer, assign, make a gift of, pledge, encumber, hypothecate or alienate (each a "transfer") his or its Interest in the Company to any Person, including another Member, and no transferee of a Member's Interest may be admitted as a Member, unless non transferring Members holding not less than a majority of the Percentage Interests vote to approve the transfer of the Interest and admission of the transferee as a Member.

6.1.1 Any transferee of a Member's Interest who fails to comply with this section shall have no right to vote or otherwise participate in the business and affairs of the Company or to become a Member; provided, however, that if the transferee is already a Member, then such transferee Member shall only be entitled to vote the Interest which he or it held prior to the transfer.

6.1.2 Any transferee of a Member's Interest who fails to comply with this section shall only be entitled to receive the share of profits or other compensation by way of income and the return of Capital Contributions, if any, to which the transferring Member would otherwise be entitled.

6.1.3 Subject to the restrictions set forth in this section, certificates evidencing interests in the Company may be transferred by a written instrument of transfer signed by the transferor and containing the name and address of the transferee, but in the absence of such written instrument of transfer the Manager or officers may accept such evidence of a transfer of a Member's Interest as they consider appropriate.

6.2 Admission of New Members.

6.2.1 No Person shall be admitted as a Member of the Company by assignment or sale of a Member's interest unless Members holding not less than a majority of the Percentage Interests, shall have voted to approve the admission of such Person as a new Member.

6.2.2 Upon the admission of a new Member in accordance with the Act and this Agreement, there shall be a special closing of the books solely for the purpose of determining the value of the Company's investments on such date by whatever method the Manager(s), in their

sole and absolute discretion, consider reasonable, and the Capital Accounts of the existing Members shall be adjusted accordingly. After such adjustment, the new Member shall pay in his or its Capital Contribution, the Manager(s) shall establish a Capital Account which shall be credited with the Capital Contribution of the new Member, and Exhibits "1" and "2" shall be adjusted accordingly.

6.3 Option of Members to Purchase Interest of Deceased or Dissolved Member.

Upon the death or dissolution of any Member, and subject always to the consent required by this Article, the other Members shall have an option, exercisable upon thirty (30) days written notice addressed to the executor or successor of the deceased or dissolved Member and to the Company, to purchase at fair market value the Interest of such deceased or dissolved Member in the Company in proportion to the ratio which the Interests of Members exercising such option bears to the total Interests of all Members.

6.4 Right of First Refusal for Sales of Interests by Members. Subject to Sections 6.1 and 6.2 of this Agreement and the Act, in the event that any Member (sometimes referred hereinafter as an "Offering Member") wishes to sell, exchange, transfer, assign, make a gift of, pledge, encumber, hypothecate or alienate (hereinafter collectively referred to as a "transfer") any or all of his or its Interest in the Company, such Offering Member shall first offer to sell such Interest to each of the other Members pro rata according to their Interests at the price, upon the terms and conditions and in the manner herein provided.

6.5 Procedure for Right of First Refusal.

6.5.1. In the event the Offering Member shall desire to transfer any Interest, the Offering Member shall give notice (for purposes of this Section 6.5, the "Notice") in writing to each of the other Members, stating his, her, or its bona fide intention to transfer such Interest, the name of the prospective transferee, the Interest to be sold or transferred (the "Offering Member's Interest"), and the purchase price at or consideration for which such Offering Member's Interest is proposed to be transferred.

6.5.1 Upon receipt of the Notice, each of the other Members shall have the first right and option to agree to purchase all (subject to subsection 6.5.5 hereof) of the Offering Member's Interest transferred or proposed to be transferred, at the price determined by the Notice, exercisable for a period of thirty (30) days from the date of receipt of the Notice.

6.5.2 Failure by all or any of the other Members to respond to the Notice within the thirty (30) day period shall be deemed to constitute a notification to the Offering Member of the decision of the non-responding Members not to exercise the first right and option to purchase the Offering Member's Interest under this Section. Upon the decision and notice by the other Members to purchase all the Offering Member's Interest, the parties to such purchase shall close such purchase within thirty (30) days thereafter.

6.5.3 If any Member does not purchase his or its pro rata share of the Offering Member's Interest, the other Members may purchase the non-purchasing Members' portion of the Offering Member's Interest on a pro rata basis within ten (10) days from the date such non-purchasing Members fail to exercise their right of first refusal hereunder.

If the Members do not purchase all of the Offering Member's Interest, the Company may purchase the remainder of the Offering Member's Interest within thirty (30) days thereafter.

6.5.4 Unless all of the Offering Member's Interest referred to in the Notice is purchased in accordance with this Section 6.5, none of such Interest may be purchased, any payment submitted by the other Members shall be returned to them, and written Notice shall be given to the Offering Member (or his or its successor) and the transferee of the Offering Member, that the options hereunder have not been exercised with respect to all of the Offering Member's Interest. If options to purchase all of such Offering Member's Interest are effectively exercised hereunder, the Company shall notify the Offering Member (or his or its successor) and the transferee of the Offering Member, of the fact. Immediately upon receipt of notice that all the Offering Member's Interest is to be purchased, the Offering Member (or his or its successor) or the transferee of the Offering Member, shall deliver to the purchasing Member a proper assignment in blank for such Offering Member's Interest with signatures properly guaranteed and with such other documents as may be required by the secretary of the Company to provide reasonable assurance that each necessary endorsement is genuine and effective, in exchange for payment as provided for in Section 6.6 by the purchasing Member representing the total purchase price. Any Interest acquired by the purchasing Member pursuant to this Section 6.5 shall be subject to the provisions and restrictions of this Agreement.

6.5.5 Subject always to Sections 6.1 and 6.2, if the options specified herein are not exercised with respect to all of the Offering Member's Interest referred to in the Notice, then, within ninety (90) days after written notice is given by the Company that the options have not been exercised, the Offering Member may transfer all or any part of such Interest referred to in the Notice to any person or persons named as transferees, in the manner described; provided, however, that the Offering Member shall not transfer such Interest on terms more favorable to the purchaser than those specified in said Notice; and provided further, that any Interest disposed of and sold to such transferees shall remain subject to the provisions and restrictions of this Agreement. If the Offering Member does not make such transfer in accordance with the Notice within such 90 days, he or it shall be required again to comply with the provisions of this Section 6.5 before he or it may transfer any Interest in the Company.

6.6 Payment of Purchase Price.

6.6.1 The payment of the purchase price shall be in cash or, if non-cash consideration is used, it shall be subject to this Section 6.6.

6.6.2 If non-cash consideration is used by the purchasing Member, such consideration shall be valued by either:

- (a) its fair market value as agreed upon by the parties; or
- (b) if the parties cannot agree, an arbitration conducted pursuant to this Agreement to determine its value.

6.7. Charging Order and Levy.

Pursuant to this Agreement, a charging order is the exclusive remedy by which a person seeking to enforce a judgment against the Member, may satisfy the judgment. This exclusive remedy extends to sole members and single-members (which include husband and wife) of the Company. Other remedies, including foreclosures on the Member's Membership Interest and a court order for directions, accounts and inquiries that the judgment debtor might have made, are not available to the judgment creditor attempting to satisfy a judgment against the Member.

In the event a Membership Interest is subject to a charging order:

(a) The Company shall not dissolve;

(b) The assignee of any Member's Membership Interest (the "Assignee") shall only obtain an assignment of the Membership Interest, not the actual transfer of membership in the Company;

(c) The Assignee shall have none of the rights of the Member and shall in no event have the right to interfere in the management or the administration of the affairs of the Company or to act as a member of the Company. The Assignee shall have only the right to receive distributions, profits and losses attributable to the Member's Membership Interest in the Company.

(d) An assignee of any Membership Interest shall receive the federal and all relevant state Forms K-1, and report all income and loss on his income tax returns each year in accordance with Rev. Rul. 77-137, 1977-1 C.B. 178.

(e) The Manager(s) may terminate a Member's Membership Interest, or any portion thereof, if the Member's Membership Interest, or any portion thereof, becomes subject to a charging order.

ARTICLE VII
COMPANY RECORDS AND REPORTS

Section 7.1. Inspection by Members and Manager. The company's Manager shall make available within any time period specified under state law and within a reasonable period after a request for inspection or copying made by a manager or member or a manager's or member's legal representative the Articles of Organization (or similar organizing document) as amended to date, this operating agreement as amended to date, minutes of proceedings of the Manager(s) and/or members, the membership units register of the Company, its accounting books and records, as well as other company records and reports. The requested records shall be made available for inspection and copying at the principal office of the Company within business hours. Any copying costs incurred by the Company necessary to comply with a request for copies of records may be collected by the Manager(s) from a requesting member.

Section 7.2. Annual Report to Members. The Manager(s) shall mail a copy of any annual financial or other report to members on the Manager(s)' own initiative or upon request made by one or more members as may be required by state corporate statutes.

ARTICLE VIII
INDEMNIFICATION AND INSURANCE OF COMPANY AGENTS; PURCHASE OF
LIABILITY INSURANCE

Section 8.1. The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, except an action by or in the right of the Company, by reason of the fact that he or she is or was a manager, officer, or employee of the Company, or is or was serving at the request of the Company as a manager, officer, or employee of another Company, partnership, joint venture, trust or other enterprise, against expenses, including attorney fees, judgments, fines, and amounts paid in settlement, actually and reasonably incurred by him or her in connection with the action, suit or proceeding, if he or she acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action or proceeding had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order settlement, conviction, or upon a plea of *nolo contendere* or its equivalent does not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Company, and that, with respect to any criminal action or proceeding, he or she had reasonable cause to believe that his or her conduct was unlawful.

Section 8.2. The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that he or she is or was a manager, officer, or employee of the Company, or is or was serving at the request of the Company as a manager, officer, or employee of another Company, partnership, joint venture, trust or other enterprise, against expenses, including amounts paid in settlement and attorney fees, actually and reasonably incurred by him or her in connection with the defense or settlement of the action or suit, if he or she acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Company. However, indemnification shall not be made for any claim, issue, or matter as to which such a person has adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the Company or for amounts paid in settlements to the Company, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

Section 8.3. To the extent that a manager, officer, or employee, of the Company has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in this Article 8, sections 1 or 2, or in defense of any claim, issue or matter therein, he or she shall be indemnified by the Company against expenses, including attorney fees, actually and reasonably incurred by him or her in connection with the defense.

Section 8.4. Any indemnification under this Article 8, sections 1 or 2, unless ordered by a court or advanced pursuant to this Article 8, section 5, shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the Manager(s), officer, or employee is proper in the circumstances. The determination shall be made by the members.

Section 8.5. The expenses of officers and Manager(s) incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Company as they are incurred and in advance of the final disposition of the action, suit, or proceeding, upon receipt of an undertaking by or on behalf of the Manager(s) or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he or she is not entitled to be indemnified by the Company. The provisions of this Article 8, section 5, do not affect any rights to advancement of expenses to which company personnel other than Manager(s) or officers may be entitled under any contract or otherwise by law.

Section 8.6. The indemnification and advancement of expenses authorized in or ordered by a court pursuant to this Article 8, (i) does not exclude any other rights to which a person seeking indemnification or advancement of expenses may be entitled under the Articles of Organization, operating agreement, or any agreement, vote of members, or disinterested Manager(s) or otherwise, for either an action in his or her official capacity or an action in another capacity while holding his or her office, except that indemnification, unless ordered by a court pursuant to the Article 8, section 2, or for the advancement of expenses made pursuant to the Article 8, section 5, shall not be made to or on behalf of any manager or officer if a final adjudication established that his or her acts or omissions involved intentional misconduct, fraud, or a knowing violation of the law and were material to the cause of action; and (ii) continues for a person who has ceased to be a Manager, officer, employee, or agent and inures to the benefits of the heirs, executors, and administrators of such a person.

Section 8.7. The Company may purchase and maintain insurance or make other financial arrangements on behalf of any person who is or was a manager, officer, employee, or agent of the Company, or is or was serving at the request of the Company as a manager, officer, employee, or agent of another Company, partnership, joint venture, trust, or other enterprise, for any liability asserted against him or her and liability expenses incurred by him or her in his or her capacity as a manager, officer, employee, or agent, or arising out of his or her status as such, whether or not the Company has the authority to indemnify him or her against such liability and expenses. The other financial arrangements made by the Company may include any now or hereafter permitted by applicable law.

Section 8.8. In the event that Nevada law shall hereafter permit or authorize indemnification by the Company of the Manager(s), officers, employees, or agents of the Company for any reason or purpose or in a manner not otherwise provided for in this Article 8, then such Manager(s), officers, employees, and agents shall be entitled to such indemnification by making written demand therefore upon the Company, it being the intention of this Article 8 at all times to provide the most comprehensive indemnification coverage to the Company's Manager(s), officers, employees, and agents as may now or hereafter be permitted by Nevada law.

Section 8.9. The foregoing indemnification provisions shall inure to the benefit of all present and future Managers, officers, employees, and agents of the Company and all persons

now or hereafter serving at the request of the Company as Managers, officers, employees or agents of another Company, partnership, joint venture, trust, or other enterprise and their heirs, executors, and administrators, and shall be applicable to all acts or omissions to act of any such person, whether such acts or omissions to act are alleged to have or actually occurred prior to or subsequent to the adoption of this Article 8.

Section 8.10. Neither the adoption of any provision of the Articles of Organization or the operating agreement or of any statute inconsistent with this Article 8, shall adversely affect any right or protection of a manager, officer, employee, or agent of the Company existing at the time of such amendment, repeal or adoption of such inconsistent provisions.

ARTICLE IX DISSOLUTION AND LIQUIDATION

Section 9.1. Dissolution. Subject to state law or the Articles of Organization, the Company shall only be dissolved and its affairs wound up upon the unanimous written consent of members. The dissolution may only be ordered by the member, not by the owner of the member's interest.

Section 9.2. Liquidation. Upon dissolution, the Company shall cease to engage in any further business, except to the extent necessary to perform existing obligations, and shall wind up its affairs and liquidate its assets. The Manager(s) shall appoint a liquidating trustee (who may, but need not, be a member) who shall have sole authority and control over the winding up and liquidation of the Company's business and affairs and shall diligently pursue the winding up and liquidation of the Company in accordance with applicable law. As soon as practicable after his or her appointment, the liquidating trustee shall cause to be filed a statement of intent to dissolve as required by state law.

Section 9.3. Liabilities. Liquidation shall continue until the Company's affairs are in such condition that there can be a final accounting, showing that all fixed or liquidated obligations and liabilities of the Company are satisfied or can be adequately provided for under this operating agreement. The assumption or guarantee in good faith by one or more financially responsible person or entity shall be deemed to be an adequate means of providing for such obligations and liabilities. When the liquidating trustee has determined that there can be a final accounting, the liquidating trustee shall establish a date (not to be later than the end of the taxable year of the liquidation, or, if later, ninety (90) days after the date of such liquidation) for the distribution of the proceeds of liquidation of the Company (the "Distribution Date").

Section 9.4. Winding Up. Upon dissolution and termination, the liquidating trustee shall wind up the affairs of the Company, shall sell all the Company's assets as promptly as consistent with obtaining, insofar as possible, the fair value thereof after paying all liabilities, including all costs of dissolution. The proceeds from the liquidation of the assets of the Company and collection of the receivables of the Company, together with the assets distributed in kind, to the extent sufficient therefore, shall be applied and distributed in the following descending order of priority:

- (a) to the payment and discharge of all of the Company's debts and liabilities and the expenses of the Company including liquidation expenses;

- (b) to the creation of any reserves which the liquidating trustee deems necessary for any contingent or unforeseen liabilities or obligations of the Company;
- (c) to the payment and discharge of all of the Company's debts and liabilities owing to members, but if the amount available for payment is insufficient, then pro rata in proportion to the amount of the Company debts and liabilities owing to each members; and
- (d) to the members in proportion to their membership ownership.

ARTICLE X

COMPANY LOANS AND GUARANTEES

Section 10.1. General. The provisions contained in this Article X set forth the terms and conditions by which the Company may make a loan or guarantee to any manager or officer of the Company except as otherwise permitted or limited by state law or any other applicable law.

Section 10.2. Member's Approval Required. The Company shall not make any loan of money or property to, or guarantee the obligation of, any manager or officer of the Company, unless the loan or guarantee is approved by a majority of Members, pursuant to 3.5.2.

Section 10.3. Advances for Expenses of Manager(s) and Officers. Notwithstanding anything to the contrary contained in Section 10.2 hereof, the Company may advance money to any manager or officer of the Company for any expenses reasonably anticipated to be incurred in the performance of the duties of such manager or officer, provided that in the absence of such advance, such manager or officer would be entitled to be reimbursed for such expenses by this Company.

ARTICLE XI

MEMBERSHIP UNITS

Section 11.1. Certificates. The Company may issue certificates for its membership units when fully paid. Membership Certificates shall be issued in numerical order, and shall state the name of the record holder of the membership units represented by each certificate; the number, designation, if any, and the class or series of membership units represented by the certificate; and contain other information, including any statement or summary required by any applicable provision of state corporate statutes. Each certificate shall be signed by the Manager(s) of Company and may be sealed with the seal of the Company.

Section 11.2. Transfer of Membership units. Upon surrender to the Manager(s) or transfer agent of the Company of a membership certificate duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer pursuant to this operating agreement, it shall be the duty of the Manager(s) of the Company to issue a new certificate to the person entitled thereto, to cancel the old certificate, and to record the transaction upon the membership unit register of the Company.

Section 11.3. Record Date. The Manager(s) may fix a time in the future as a record date for the determination of the members entitled to notice of and to vote at any meeting of members or entitled to receive payment of any dividend or distribution, or any allotment of rights, or to exercise rights in respect to any other lawful action. The record date so fixed shall conform to the requirements of state law. When a record date is so fixed, only members of record on that date are entitled to notice of and to vote at the meeting or to receive the dividend, distribution, or allotment of rights, or to exercise the rights as the case may be, notwithstanding any transfer of any membership units on the books of the Company after the record date.

ARTICLE XII **MISCELLANEOUS**

Section 12.1. Governing Law. This Agreement shall be governed by and construed under the substantive laws of the State of Nevada.

Section 12.2. Dispute Resolution.

(a) **Mandatory Mediation.** In the event of any dispute or disagreement between the parties hereto as to the interpretation of any provision of this Agreement (or the performance of obligations hereunder), the parties involved in the dispute must participate in good faith in a mediation of such dispute in Nashville, Nevada, or any other location agreed upon by all parties. If, after such good faith participation in mediation, the dispute is still not resolved or if any party to the dispute refuses to attend such mediation, the other party(ies) involved in the dispute may commence arbitration as provided below. If, within 14 days after a demand by one party to mediate, the other party refuses (either affirmatively or by not responding), or if within 60 days after such demand, mediation has not taken place due primarily to one party's unjustified delay or refusal, then that party shall not be entitled to recover prevailing party fees or costs in any arbitration.

(b) **Arbitration.** In the event any dispute can not be resolved by mediation, any controversy, dispute or claim arising out of or relating in any way to this Agreement or the transactions arising hereunder shall be settled exclusively by arbitration in the City of Elko, Nevada. Such arbitration shall be administered by JAMS in accordance with its then prevailing expedited rules, by one independent and impartial arbitrator selected in accordance with such rules. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. § 1 et seq. The fees and expenses of JAMS and the arbitrator shall be shared equally by the parties and advanced by them from time to time as required; provided that at the conclusion of the arbitration, subject to Section 12.2. (a) above, the arbitrator shall award costs and expenses (including the costs of the arbitration previously advanced and the fees and expenses of attorneys, accountants and other experts) to the prevailing party. The arbitrator shall not be empowered to award to any party any punitive damages in connection with any dispute between or among the parties arising out of or relating in any way to this Agreement or the transactions arising hereunder, and each party hereby irrevocably waives any right to recover such punitive damages.

(c) Injunctive Relief. Notwithstanding anything to the contrary provided in this Section 12.2 and without prejudice to the above procedures, either party may apply to any court of competent jurisdiction for temporary injunctive or other provisional judicial relief if such action is necessary to avoid irreparable damage or to preserve the status quo until such time as the arbitrator is selected and available to hear such party's request for temporary relief. The award rendered by the arbitrator shall be final and not subject to judicial review and judgment thereon may be entered in any court of competent jurisdiction. The decision of the arbitrator shall be in writing and shall set forth findings of fact and conclusions of law.

Section 12.4. Notices. Unless otherwise provided in this operating agreement, any notice or other communication herein required or permitted to be given shall be in writing and shall be given by electronic communication, hand delivery, registered or certified mail, with proper postage prepaid, return receipt requested, or courier service regularly providing proof of delivery, addressed to the party hereto as provided as follows:

12.5.1 all communications intended for the Company shall be sent to its principal executive office to the attention of the Manager(s); and

12.5.2. all communications intended for members shall be sent to the address of such Member set forth in the company records. For all purposes of this Agreement, a notice or communication will be deemed effective:

(a) if delivered by hand or sent by courier, on the day it is delivered unless that day is not a day upon which commercial banks are open for business in the city specified (a "Local Business Day") in the address for notice provided by the recipient, or if delivered after the close of business on a Local Business Day, then on the next succeeding Local Business Day;

(b) if sent by facsimile transmission, on the date transmitted, provided oral or written confirmation of receipt is obtained by the sender, unless the transmission and confirmation date is not a Local Business Day, in which case on the next succeeding Local Business Day;

(c) if sent by registered or certified mail, on the tenth (10th) Local Business Day after the date of mailing.

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IN WITNESS WHEREOF, Mango Springs Development, LLC, its Manager, and its Members hereby execute this Operating Agreement as of the _____ day of December 2013.

COMPANY:

**MANGO SPRINGS DEVELOPMENT,
LLC,**
a Nevada limited liability company

By: _____
Luke Chadwick, Manager

MANAGER:

LUKE CHADWICK

MEMBERS:

PALMAYA DEVELOPMENT, LLC

By: _____
Luke Chadwick, Director

By: _____
John Usher, Director

CVM, LLC

By: _____
Violette Mathis, Manager

By: _____
Cleo Mathis, Manager

“Exhibit 1”

Member Name and Notice Address, Capital Contribution & Percentage Interest

MANGO SPRINGS DEVELOPMENT, LLC

Member Name and Notice Address	Member Capital Contribution*	Member Percentage Interest
Palmaya Development, LLC 99 Albert Street Belize City, Belize		50%
CVM, LLC P.O. Box 557 Main Street Charlestown, Nevis		50%

“Exhibit 2”

Initial Manager

Name of Manager

Address

Luke Chadwick

1401 Dove Street, Suite 600
Newport Beach, CA 92660

WRITTEN CONSENT No. 001

**ACTION BY UNANIMOUS WRITTEN CONSENT OF THE MEMBERS
OF
MANGO SPRINGS DEVELOPMENT, LLC
a Nevada Limited Liability Company**

The undersigned members of Mango Springs Development, LLC, organized and existing under the laws of Nevada (the “Company”), hereby certify that the following is a true and correct copy of a unanimous written consent adopted by the undersigned in accordance with the provisions of the charter and Operating Agreement of the Company.

1. Incorporator.

RESOLVED: that the incorporator of the Company is hereby discharged from any further liabilities or duties with respect to the Company and the Company further agrees to indemnify and hold harmless the incorporator from any liability incurred in the past or the future with respect to organizing the Company.

2. Articles of Organization.

RESOLVED: that a copy if the Articles of Organization of the Company, as filed with the Secretary of State of Nevada on the 6th day of November, 2013, and bearing the file stamp and certification of the Secretary of State of Nevada shall be approved, ratified, adopted, and inserted in the Minute Book of the Company. The Certificate of Organization is hereby accepted and approved and a copy inserted in the Minute Book.

3. Adoption of Operating Agreement.

RESOLVED: that the form of Operating Agreement reviewed by the Manager is hereby approved and adopted as the Operating Agreement of the Company, and the Manager is hereby instructed to execute said Operating Agreement and file a copy in the Minute Book of the Company.

4. Minute Book.

RESOLVED: that the Company shall maintain as part of its corporate records a book entitled “Minute Book” which shall include, but not limited to, (i) a record of its Articles of Organization and amendments thereto, (ii) its Operating Agreement and amendments thereto, and (iii) minutes of all meetings and/or written consents of its Manager and of its Members.

5. Election of Manager.

RESOLVED: that Luke Chadwick is elected as manager of the Company (the “Managers”) and to serve until the Manager’s successor is duly elected and qualified.

6. Management of Fiscal Affairs.

RESOLVED: that the Manager, in the Manager’s sole discretion, select and designate a bank of the Manager’s choosing, as a depository of funds of the Company, and that the Manager is authorized to open and maintain in the name of the Company, a checking, savings, safe deposit, payroll or other account or accounts with said depository.

7. Fiscal Year.

RESOLVED: that the fiscal year of the Company shall end on December 31 of each year or such other time as the Managers may determine.

8. Incorporation Expenses.

RESOLVED: that the Manager is authorized and directed to consult with the bookkeeper, auditors and attorneys of the Company in order to be fully informed as to, and to collect and pay promptly when due, all withholding taxes for which the Company may not be (or hereafter become) liable.

9. Registered Agent.

RESOLVED: that Northwest Registered Agent, LLC., 442 Court St., Elko, Nevada 89801 is hereby appointed as the Company Registered Agent.

10. Withholding Taxes.

RESOLVED: that the Manager is authorized and directed to consult with the bookkeeper, auditors and attorneys of the Company in order to be fully informed as to, and to collect and pay promptly when due, all withholding taxes for which the Company may be (or hereafter become) liable.

11. Qualification To Do Business.

RESOLVED: that the Manager authorized to take any and all steps that Manager deems to be necessary to qualify the Company to do business as a foreign company in each state that the Manager determines such qualification to be necessary or appropriate.

12. Omnibus Resolution.

RESOLVED: that the Manager is authorized and empowered to take such other action and sign such documents as may be necessary or advisable to carry out the intent and accomplish the purpose of the foregoing resolutions.

This action was executed as of the date set forth above.

PALMAYA DEVELOPMENT, LLC

By: _____
Luke Chadwick, Director

By: _____
John Usher, Director

CVM, LLC

By: _____
Violette Mathis, Manager

By: _____
Cleo Mathis, Manager

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PROOF OF SERVICE BY ELECTRONIC DELIVERY

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the county of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 2211 Michelson Street, Suite 1100, Irvine, CA 92612.

On November 6, 2017, I served the attached document(s) described as:

DECLARATION OF LUKE CHADWICK IN SUPPORT OF MOTION TO COMPEL ARBITRATION AND STAY ACTION

(By Electronic Delivery) electronically delivering the document(s) listed below via eService through Orange County’s Superior Court E-Filing Service.

NAME AND ADDRESS OF PERSON SERVED:

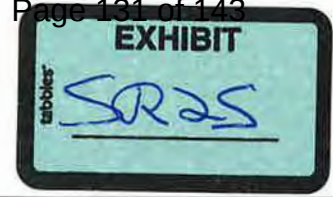
STEVEN I. HOCHFELSEN
DAVID W. KANI
Hochfelsen & Kani, LLP
895 Dove St., Suite 300
Newport Beach, California 92660
Telephone: (714) 907-0697
steve@hockani.com
dkani@hockani.com

Attorneys for Plaintiffs
CLEO MATHIS, VI MATHIS, CVM
CORPORATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 6, 2017, at Irvine, California

Meredith A. Dinkel



From: glen@glenbrayshaw.com
Sent: Saturday, March 09, 2019 4:41 PM
To: Client Relations
Cc: geoffreydaytonsmith@gmail.com; Luke Chadwick; Sean Runnels; glen@kanantikbelize.com
Subject: RE: Lot Owner communications

Hey fellas,

This email is mostly for Daniel's benefit, to ensure that he and I are both up to speed on "who has communicated with whom" as we move along through the database, but it definitely doesn't hurt to keep the rest of you plugged into the loop.

For you specifically Daniel, I have gone through name by name which lot owners that I have thus far been made aware of, (and in most cases, have contact information for, and have either started communicating with them, or am about to) and so it would be good if you familiarize yourself with all of the below so that you'll know where I'm at with each individual.

Izak

-Spoke with him last week, and texted him again on March 9th to set up a call for Monday March 11th, and I will have you participate in that call... He seemed receptive to the idea of considering the \$200K platform, so I'll be emailing him an outline of a proposal on that over the weekend, in advance of the follow up call on Monday.

Joan Harvey

-Spoke on March 9th.

-Happy for the most part, and hopeful to start building within the next year-ish, (which was their original timeline, so they have not felt "delayed") and are potential candidates for the \$50K platform, but I think the \$200K would be out of their reach... Has some questions about how to manage transition of the asset out of their IRA, (would Geoff be the one to address this?) and asked great questions relating to possible access to home builders on site when they next travel to Belize, and about plans for model homes.

-I'll be emailing her the package within the next couple days, and following up thereafter.

Scott Richardson

-Spoke on March 9th.

-Might be the call I was most pleasantly surprised by... Scott has applicable skills/experience across a wide spectrum of the services/platforms/tasks that will be relevant and/or critical as we get the project back up and running, and all of he, his mother, and his aunt are ready, willing and able to physically re-locate down there immediately, for all practical purposes... they are also willing to commence erecting a structure on site, if we can enable them to do so, (which has obvious optics/confidence building benefits) and they are bringing a group down to Belize in early July that has definite potential for "new money" injection.

-I'll be emailing him the package in the next couple days, and following up thereafter.

Charles Sales

-Spoke on March 9th.

-Younger than I expected... he's in his 40's, wife in her 30's... he's retired air force, she still serves... very happy, and excited to get the project up and going... definitely want to start building a home in near future... not likely strong enough financially to manage the \$200K platform, but definite candidates for the \$50K platform, either themselves, or with friends/family.

-I'll be emailing the package within the next few days and the following up.

Donald Mobley

-Spoke on March 9th.

-Dealing with Parkinson's Disease... not sure if it will impact his future plans to build a house in Belize. He's hopeful that things can work out though, and although he could not manage a \$50K slot by himself at the moment, he seemed optimistic he could perhaps put 4 guys together at \$12,500 each when he gets back to Saudi Arabia. (He is currently in Texas)

-I'll be emailing him the package within the next few days and then following up.

Doug Hottinger

-Spoke on March 9th.

-Happy overall, and excited about the project... was candid about the fact that he does not have the liquidity to participate in the \$200K platform, but I believe it's possible he could manage the \$50K platform if he likes the details of it.

-I'll be emailing him the package within the next few days and then following up.

Trey Mills

-Was originally scheduled to chat March 9th. I rescheduled him to Monday pending feedback from Luke, as he wanted to discuss with me beforehand as to some potential issues that he thinks I should be aware of about Trey before I have the call with him.

Allen Kazmenski

-Spoke on March 9th.

-He is 72 years old and desirous of having me sell his lots for him, as he feels he has "aged out" of the opportunity to build down in Belize, so the \$200K platform was a non-starter... I do think there's value in putting the \$50K package in front of him though, as he may have contacts that can be candidates to participate if he acts as ringleader, and there's definite value to eventually tapping into his travel agent contact in Vancouver, as she has an extensive data-base.

-I'll be emailing him the package within the next few days and then following up.

Didier Chaumillion

-Have had 2 conversations with him thus far... not a likely candidate for the \$200K platform, as he just sunk \$300K into a house renovation in France, but I'm going to try to guilt him into the \$50K platform, and/or feeding me some of his contacts (both in France and here in USA) to participate in the \$50K platform.

-I sent him the \$50K package via email a couple days ago, and I'll be following up by phone with him this coming week.

James Reeves

-Spoke with him last week, possible owner committee guy, and he's a candidate for the \$50K platform, along with potentially multiple associates of his... the plan is to co-ordinate with him to host a seminar in Dallas in the near future, where he expects to put 20-25 people in a room for us.

-I sent him the \$50K package via email a couple days ago, and I'll be following up by phone with him this coming week.

John Brandvik

-Spoke with him last week... possible owner committee guy, and would theoretically have been a candidate for the \$200K platform, as he is definitely intent on building a home in Belize in the near future, though he'll be tapping funds from sale of his existing house in Florida, and that's likely a year away for him. I believe he could potentially be induced into the \$50K package though.

-I sent him the \$50K package via email a couple days ago, and I'll be following up by phone with him this coming week.

Lillie Hinkleman

-Spoke with her last week... possible owner committee gal, but unlikely to be a \$200K candidate, and might not even be able to manage the \$50K package, but we ran out of time on our first call, so I need to revisit that possibility with her.

-I sent her the \$50K package via email a couple days ago, and I'll be following up by phone with her this coming week.

Don Neuhaus, Ray + Cynthia Billick

-These are folks that I have sent a text to, and thus far had no reply, so we should revisit whether or not the number I have for them is a cell phone.

Jeff Miller, William Schlaffli, Steve Moreau?, Julie Paranka and Tom Dennis

-These are all individuals that I have been made aware of, but have not had any communication with as of yet... my intention is to reach out to all of them via text on Monday or Tuesday to make first contact, but I thus far only have a contact number for Jeff Miller, so I will need contact numbers for the others.

That's all for now... we can discuss them all in more detail on Monday when we see each other at the office.

G.

To: Andi Pukkifekkip@msn.com; Brandi Greenfield[brandi@thereservebelize.com]
From: Rod Kazan [mailto:ROD.KAZAN@EXCHANGEPLAS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=59ED79ADAF6744169D44FFB17BA99597-ROD] Page 137 of 143
Sent: Tue 9/18/2018 6:51:59 PM (UTC)
Subject: Fwd: URGENT: Overdraft Notification - Mango Springs Development LLC

Luke's account has been overdrawn for 5days ♦♦♦♦♂*

Begin forwarded message:

From: "Straw, Brett" <brett.straw@baml.com>
Date: September 18, 2018 at 11:49:33 AM PDT
To: Abe Abeliouny <abe@buyinternational.com>
Cc: "rod@gpadevelopers.com" <rod@gpadevelopers.com>, "Barre, Lesley A" <lesley.barre@baml.com>
Subject: URGENT: Overdraft Notification - Mango Springs Development LLC

Good Afternoon Abe,

Today, I received a notification stating that Mango Springs Development LLC account ending ***6024 is currently sitting in overdraft.

Please be sure to fund the account today, and notify me once completed.

See below for details of the overdraft:

Account #: XXXXXX6024, CA
Days Overdrawn: 5
Number of Transactions: 1
Sum of Transaction Amount (USD): \$5,000.00
Overdraft Amount: \$(4,949.52)

Please be sure to fund the account with at least the above highlighted amount to not only allow payment of incoming items, but to also bring the account back to current.

Please let me know if there is anything else I can assist with or if you have any questions.

Thank you,

BRETT STRAW

Sales Support Associate
Business Banking
Bank of America Merrill Lynch
Bank of America, N.A.
CA6-814-10-01, 520 Newport Center Dr., Suite 1000 Newport Beach, CA 92660
Tel: 949.287.0621 Fax: 800.516.1729
brett.straw@baml.com

Bank of America
Merrill Lynch

Client Services: 888.400.9009 | eservice@bankofamerica.com

CashPro Help Desk: 888.589.3473 Option 3

PXA15 at 1

IN RE SANCTUARY
BELIZE LITIGATION
November 14, 2019
Witness:
Sean Runnels
Exhibit Mango Belize 38

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To: Nana Mensah
From: Frank Connelly (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=64DB4EC642E847E19D14F45ACB4E6890-FRANK
Sent: Sat 10/29/2016 3:10:33 PM (UTC)
Subject: Re: *PRO-ORGANIC BELIZE* meeting Tuesday, August 2nd starting at noon Maya Mountain Lodge,

Nana,

I am sincerely sorry it has taken me so long to get back to you about the proposals we were discussing. I needed to make sure I was offering you something that set you up for success. I now have that opportunity to offer that you and I can work on together. I would like to offer you the directorship of the organic farm and farmer's market at Sanctuary Belize. The entire infrastructure is there, (potting shed, grow beds, shade garden, irrigated farm, and partially staffed, ready for planting and programming. Contractors are designing and building the resident market. Please let me know when is a good time to discuss. I want to use SHI standards and protocols. Ready?!

[Frank C. Connelly](#)

Director of Compliance & Sustainability

3333 Michelson Dr Suite 500

Irvine CA 92612

949-757-0949

When the well is dry, we learn the worth of water. - Ben Franklin

From: Nana Mensah <ddnnnkj@gmail.com>
Sent: Saturday, July 23, 2016 6:07:08 PM
To: Denise Garcia
Subject: Fwd: *PRO-ORGANIC BELIZE* meeting Tuesday, August 2nd starting at noon Maya Mountain Lodge,

----- Forwarded message -----

From: **Mary Loan** <[redacted]>
Date: Sat, Jul 23, 2016 at 6:17 PM
Subject: *PRO-ORGANIC BELIZE* meeting Tuesday, August 2nd starting at noon Maya Mountain Lodge,
To: Pro Organics Belize <Pro-organics-belize@googlegroups.com>, Bart Mickler <[redacted]>, Elizabeth Roberson <[redacted]>, Nana Mensah <[redacted]>, Nicole Andrewin <[redacted]>, Chaya Garden <[redacted]>, Dennis Michael <[redacted]>, dottie feucht <[redacted]>, diana/joe alisi <[redacted]>, Mary Loan <[redacted]>, Martin Van Winkle <[redacted]>

Mark your calendar! This is a meeting you do not want to miss. Nana Mensah, friend of POB will be' our guest speaker and will give a presentation about glyphosate (aka 'Round Up') and its impact on health and farming in Belize.

Nana will also inform POB about his growing new enterprise: Belize Organic Family Farming. (BOFF) Look it up on-line....lots happening.

Nana has an extensive background in organic farming. Please support Nana and POB by coming to meeting. Bring your good appetite and questions for Nana.
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Noon - 1 pm lunch available from Maya Mountain Lodge menu

1 pm - 2 pm Nana Mensah - speaker

2:15 pm Business meeting - come learn and participate in formation of a system for POB to obtain weekly harvest shares from the Upper Barton Creek Farming group - organic gardens.

Any questions, please call 677-9658

To: Nana Mensah [REDACTED]
Cc: David Hilmy [REDACTED]; Rachel Whitton Eco-Futures[rachel@eco-futures.com]; penny [REDACTED]; Delaney Carlson [dcarlson@buyinternational.com]; Frank Connelly Eco-Futures[frank@eco-futures.com]; smallkristine [REDACTED]; Tatiana Kruggel [REDACTED]; Michelle Chun[michelle@eco-futures.com]; acuave [REDACTED]
From: Sandi Kuhns [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=FF3C3B23D7924F66A7078344A9C94F4A-SANDI KUHNS]
Sent: Sun 9/16/2018 11:52:19 PM (UTC)
Subject: Re: Wellness Week Bio's

Awesome! Thanx Nana

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Nana Mensah [REDACTED]
Date: 9/16/18 4:27 PM (GMT-08:00)
To: Sandi Kuhns <sandi@eco-futures.com>
Cc: David Hilmy [REDACTED], Rachel Whitton Eco-Futures <rachel@eco-futures.com>, penny [REDACTED], Delaney Carlson [REDACTED], Frank Connelly Eco-Futures <frank@eco-futures.com>, smallkristine [REDACTED], Tatiana Kruggel <[REDACTED]>, Michelle Chun <michelle@eco-futures.com>, acuave [REDACTED]
Subject: Re: Wellness Week Bio's

Hi to all,

My little bio: Nana Mensah” the child of the world “ now the farm director holds a degree in Agriculture Engineering and Agronomy from The Havana University of Agriculture (ISCAH), Cuba. Has been an activist and consultant in the field of Environmental Pollution, GMO , Organic Agriculture and Climate Change . One of the the three persons that made and continues to make a strong Scientific compelling cases on the dangers of glyphosate formulations have on human health, animals , water sources , and the environment , citing scientific , published peer-reviewed studies to Belize Pest Control Board (PCB) .

“Child of the world” was a twelve years adjunct faculty at the University of Belize Toledo Campus, where he taught a variety of Chemistry , Construction and Spanish courses.

“Child of the world is a charter member, past president of the Rotary Club of Punta Gorda, and presently Dangriga Rotary Club president elect.



Sent from my iPhone

On Sep 16, 2018, at 11:03, Sandi Kuhns <sandi@eco-futures.com> wrote:

This is perfect. Thanx David!

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: David Hilmy <[REDACTED]>
Date: 9/16/18 6:10 AM (GMT-08:00)
To: Rachel Whitton Eco-Futures <rachel@eco-futures.com>
Cc: penny [REDACTED], Nana Mensah <[REDACTED]>, Delaney Carlson <dcarlson@buvinternational.com>, Frank Connolly Eco-Futures <frank@eco-futures.com>, smallkristine [REDACTED], Tatiana Kruggel <[REDACTED]>, Michelle Chun <michelle@eco-futures.com>, acuave [REDACTED] Sandi Kuhns <sandi@eco-futures.com>
Subject: Re: Wellness Week Bio's

PXA17 at 2

Hope this is what you're looking for!

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“A former British military officer, David Hilmy is the Chief Science Officer for the KEEP, our Wildlife Conservation and Management for the Great River Wildlife Reserve. He holds a PhD in Marine Science, Tropical Ecology, and Conservation Biology, David also holds another graduate degree in Exercise Physiology and for several years was a university lecturer, and a successful collegiate and Olympic coach. David brings a combination of expertise, experience, and a unique perspective on outdoor pursuits and adventure, shaped by mountains and snow, by deserts and ravines, from rainforest to reef.”

<image1.jpeg>

On Sep 13, 2018, at 11:02, Rachel Whitton Eco-Futures <rachel@eco-futures.com> wrote:

Hi Wellness Week Team!

We are putting together Bio's for each team member. Please send me a short paragraph about your background and a photo of yourself. (I took mine at the island 💎)

Please get this to me by Tuesday, September 18th.

Thank you!

<image001.jpg>

Rachel Whitton

Eco-Futures Development

US Mobile: 714.296.1961

Belize Mobile: 501.652.0421

Email: rachel@eco-futures.com

PXB

SUPPLEMENTAL DECLARATION OF ROSHNI C. AGARWAL
Pursuant to 28 U.S.C. §1746

I, Roshni C. Agarwal, declare and state that the following facts are known to me personally and that I am competent to testify about them:

1. I am the same Roshni C. Agarwal that submitted a declaration in support of the Federal Trade Commission's Motion for Temporary Restraining Order in *Federal Trade Commission v. Ecological Fox LLC et al.* I am over 18 years of age and I am a citizen of the United States. I am a full time, salaried employee of the Federal Trade Commission ("FTC") in Washington, D.C. My work address is 600 Pennsylvania Ave., N.W., Washington, D.C. 20580. I have worked at the FTC since August 2016.
2. I am a Certified Public Accountant with the State of Texas and have a Bachelor of Business Administration degree and a Master in Professional Accounting degree from the University of Texas at Austin.
3. I have over ten years of experience working as a forensic accountant and auditor for the federal government. Prior to starting at the FTC, I was a Forensic Accountant with the Department of State and a Senior Auditor with the Government Accountability Office.
4. Since I started at the FTC, I have worked as a Forensic Accountant in the Bureau of Consumer Protection ("BCP") where I work with BCP attorneys, investigators and other FTC staff.
5. In my capacity as a forensic accountant at the FTC, I previously reviewed and analyzed banking records involving the businesses, entities and individuals listed below in **Attachment A**. In connection therewith, I reviewed and analyzed voluminous bank records produced by Bank of America, N.A. ("Bank of America"), Wells Fargo, N.A. ("Wells Fargo"), and JPMorgan Chase Bank, N.A. ("JPMorgan Chase") in response to

subpoenas issued by the FTC. I prepared summaries of these records as detailed below.¹

A listing of the bank accounts analyzed and time periods covered appear in **Attachment A**.

6. To conduct this analysis, I used, where appropriate, the Comprehensive Financial Investigative Solution (“CFIS”), a financial investigation tool from Actionable Intelligence Technologies, Incorporated. My understanding is that a number of U.S. government agencies/organizations utilize CFIS, including the Internal Revenue Service, the Federal Bureau of Investigation, the Organized Crime Drug Enforcement Task Force and a number of U.S. Attorney’s offices. Among other things, CFIS uses proprietary algorithms and Optical Character Recognition (OCR) technology to convert bank statements from financial institutions into a database that can be searched, analyzed and used to produce a variety of reports and tables. CFIS reports and tables are exportable in Microsoft Excel format.
7. In the instant matter, I and FTC staff under my direction, uploaded and reconciled the bank account statements, which Bank of America, JPMorgan Chase and Wells Fargo produced to the FTC as Portable Document Format (PDF) files, in CFIS. Once the reconciliation process was complete, I used CFIS’s basic query function to generate a table of all bank account transactions for all the bank accounts in **Attachment A** “Table.” I then exported the table into Microsoft Excel for further analysis. I used the search functionality in Microsoft Excel to search the table of transactions to identify transfers to/from the accounts, entities and individuals listed in **Attachment A**.

¹ Copies of all summarized bank records will be made available and produced in Court upon request.

Transactions of Interest

8. Accounts in the name of Buy Belize LLC, Global Property Alliance Inc and Global Property Alliance Inc DBA Palmaya Development wired out or charged via checkcard approximately \$1,949,937.66 (\$1,798,628.85 net) in transactions with references to “Kanantik” and “Kanantik International” between April 19, 2013 and June 2, 2016. One incoming wire dated April 5, 2016 in the amount of \$42,537.50 referenced both “Mango Springs Development” and “Kanantik” and is included in these totals.
9. Between November 27, 2013 and February 23, 2018 accounts in the name of Eco Futures Development, Global Property Alliance Inc., Buy Belize LLC and Eco Futures Belize Limited received approximately \$7,132,681.62 net in funds (\$165,005.00 debits and \$7,297,686.62 credits) from accounts in the name of Mango Springs Development ending in 5628, or with “Mango Springs” referenced as part of the wire notes. The \$42,537.50 incoming wire referenced above that mentioned both “Mango Springs Development” and “Kanantik” is included in these totals.
10. The Global Property Alliance Inc DBA Palmaya Development (account ending in 5026) had \$5,166,056.62 flow through it (\$2,583,027.81 in debits and \$2,583,028.81 in credits) between September 22, 2011 and September 12, 2016.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 10, 2020.



Roshni C. Agarwal

Attachment A: Bank Accounts Included in Analysis

Entity	Institution	Acct. # Last 4	First Statement	Last Statement
Estate of John Pukke	Wells Fargo	2803	04/21/14	10/11/17
ABM Equity Group, LLC	Bank of America	3088	05/02/11	08/31/13
Eco Futures Development	Bank of America	5655	10/26/16	06/30/18
Premier Law Group, Inc	Bank of America	0781	01/21/14	04/30/14
Newport Land Group LLC	Bank of America	0804	11/07/16	05/31/17
Andris Pukke	Wells Fargo	2088	04/21/14	12/31/14
Florida Building Supplies LLC	Bank of America	2295	05/23/14	05/31/17
Eco Futures Belize Limited	Bank of America	2436	05/06/13	11/30/16
Andris Pukke	Wells Fargo	2761	04/21/14	11/06/17
Andris Pukke	JPMorgan Chase	3513	06/20/11	02/18/14
Biltong Brand, LLC	Bank of America	3620	07/15/16	05/31/17
Wholesale Fashion Distributors LLC	Bank of America	3676	05/23/14	05/31/17
Premier Law Group, Inc	Bank of America	3800	04/25/14	01/31/17
Florida Building Supplies LLC	Bank of America	4053	07/17/13	05/31/17
ABM Development and Design LLC	Bank of America	4066	07/17/13	05/31/17
ABM Equity Group LLC	Bank of America	4354	07/18/13	05/31/17
Premier Law Group, Inc	Bank of America	4444	01/21/14	07/31/15
Global Property Alliance Inc	Bank of America	5021	09/22/11	05/31/17
Global Property Alliance Inc	Bank of America	5022	03/07/12	05/31/17
Global Property Alliance Inc, DBA Palmaya Development	Bank of America	5026	09/22/11	05/31/17
Global Property Alliance Inc	Bank of America	5098	09/21/11	05/31/17
Global Property Alliance Inc	Bank of America	5111	09/21/11	05/31/17
Global Property Alliance Inc	Bank of America	5479	04/02/12	05/31/13
Global Property Alliance Inc	Bank of America	5502	04/02/12	05/31/13
ABM Equity Group, LLC	Bank of America	5505	04/27/12	08/31/13
BG Marketing LLC	Bank of America	5526	04/03/12	01/31/17
Global Property Alliance Inc	Bank of America	5532	04/02/12	05/31/17
Buy Belize LLC	Bank of America	5554	04/02/12	03/31/18
Power Haus Marketing Inc	Bank of America	5717	06/28/13	05/31/17
ABM Development and Design LLC	Bank of America	6189	09/14/12	05/31/17
ABM Development and Design LLC	Bank of America	6192	09/14/12	08/31/13
Wholesale Fashion Distributors LLC	Bank of America	6201	04/10/14	05/31/17
Wholesale Fashion Distributors LLC	Bank of America	6214	04/10/14	05/31/17
Biltong Brand, LLC	Bank of America	6277	07/15/16	05/31/17
Global Property Alliance Inc	Bank of America	6846	10/02/13	05/31/17
Global Property Alliance Inc	Bank of America	6859	10/02/13	05/31/17
AAC family Hycet Trust	Bank of America	6917	03/02/17	05/08/17
ABM Development and Design LLC	Bank of America	7140	08/07/13	05/31/17
Premier Law Group, Inc.	Bank of America	7205	05/20/10	05/31/17
Foundation Development Management Inc.	Bank of America	7224	07/20/16	05/31/17
Foundation Development Management Inc.	Bank of America	7868	08/29/16	05/31/17
Eco Futures Development	Bank of America	9828	11/03/16	06/30/18
John Pukke Estate	JPMorgan Chase	9927	06/01/11	02/19/14

PXC

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
SOUTHERN DIVISION**

In re SANCTUARY BELIZE LITIGATION

No: 18-cv-3309-PJM

**DECLARATION OF JONATHAN COHEN
PURSUANT TO 28 U.S.C. § 1746**

I have personal knowledge of the facts set forth below and am competent to testify about them. If called as a witness, I could and would testify as follows:

1. I am a United States citizen over the age of 18. I am counsel to the FTC in the above-captioned matter. In that capacity, I have communicated with Glen Brayshaw and Sean Runnels regarding the Kanantik development.
2. Brayshaw and Runnels have stated on multiple occasions that Kanantik lot purchasers want them to maintain control over Kanantik because they will access capital partners who will buy out dissatisfied lot purchasers and fund the development's completion.
3. Brayshaw and Runnels would not identify their "capital partners" or investors despite our requests that they do so, nor have they provided other evidence that it possible for them to buy out dissatisfied lot purchasers and complete the development.
4. Brayshaw and Runnels informed me that they will not invest their own assets in Kanantik.

Executed in Washington, D.C. on April 10, 2020.


Jonathan Cohen