## 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 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.
- 3. 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.
- 4. *Relativity* is eDiscovery software used by private companies, governmental agencies, and law firms to manage large amounts of data and documents. It is a database that allows case teams at the FTC to upload, search, manage, and download documents that have been gathered throughout the course of litigation.
- 5. **PXA1** is a true and correct copy of excerpts from a transcript of the trial testimony of David Heiman from February 7, 2020 in the matter of *In re Sanctuary Belize Litigation* 18-3309.
- 6. **PXA2** is a true and correct copy of Plaintiff's trial exhibit PX1783 in the matter of *In re Sanctuary Belize Litigation 18-3309*.
- 7. **PXA3** is a true and correct copy of Plaintiff's trial exhibit PX1784 in the matter of *In re Sanctuary Belize Litigation 18-3309*.
- 8. **PXA4** is a true and correct copy of Plaintiff's trial exhibit PX1786 in the matter of *In re Sanctuary Belize Litigation 18-3309*.

- 9. **PXA5** is a true and correct copy of Plaintiff's trial exhibit PX1787 in the matter of *In re Sanctuary Belize Litigation 18-3309*.
- 10. **PXA6** is a true and correct copy of Plaintiff's trial exhibit PX1788 in the matter of *In re Sanctuary Belize Litigation 18-3309*.
- 11. **PXA7** is a true and correct copy of the declaration of Allan Prijoles, an excerpt from DE 11 in the matter of *Michael Santos*, *et al. v. Newport Land Group LLC*, *et al.* I retrieved this document from the Superior Court of California, Orange County's civil case access service.
- 12. **PXA8** is a true and correct copy of the declaration of Clarissa Tengonciang, an excerpt from DE 11 in the matter of *Michael Santos*, *et al. v. Newport Land Group LLC*, *et al.* I retrieved this document from the Superior Court of California, Orange County's civil case access service.
- 13. **PXA9** is a true and correct copy of the declaration of Jasmin Tengonciang, an excerpt from DE 11 in the matter of *Michael Santos*, *et al. v. Newport Land Group LLC*, *et al.* I retrieved this document from the Superior Court of California, Orange County's civil case access service.
- 14. **PXA10** is a true and correct copy of the declaration of Juliana Tengonciang, an excerpt from DE 11 in the matter of *Michael Santos*, *et al. v. Newport Land Group LLC*, *et al.* I retrieved this document from the Superior Court of California, Orange County's civil case access service.
- 15. **PXA11** is a true and correct copy of the declaration of Alfonso Kolb, an excerpt from DE 11 in the matter of *Michael Santos*, *et al. v. Newport Land Group LLC*, *et al.* I retrieved this document from the Superior Court of California, Orange County's civil case access service.
- 16. **PXA12** is a true and correct copy of the declaration of Mary Jane Prijoles, an excerpt from DE 11 in the matter of *Michael Santos*, *et al. v. Newport Land Group LLC*, *et al.* I retrieved this document from the Superior Court of California, Orange County's civil case access service.
- 17. **PXA13** is a true and correct copy of the declaration of Roel Pahl, an excerpt from DE 11 in the matter of *Michael Santos*, *et al. v. Newport Land Group LLC*, *et al.* I retrieved this document from the Superior Court of California, Orange County's civil case access service.
- 18. **PXA14** is a true and correct copy of the declaration of Quan Lin, an excerpt from DE 11 in the matter of *Michael Santos*, *et al. v. Newport Land Group LLC*, *et al.* I retrieved this document from the Superior Court of California, Orange County's civil case access service.

- 19. **PXA15** is a true and correct copy of the declaration of Jamie Teng, an excerpt from DE 11 in the matter of *Michael Santos*, *et al.* v. *Newport Land Group LLC*, *et al.* I retrieved this document from the Superior Court of California, Orange County's civil case access service.
- 20. **PXA16** is a true and correct copy of the declaration of Yu Lin, an excerpt from DE 11 in the matter of *Michael Santos*, *et al.* v. *Newport Land Group LLC*, *et al.* I retrieved this document from the Superior Court of California, Orange County's civil case access service.
- 21. **PXA17** is a true and correct copy of an email from Michael Santos to David Heiman that was obtained during the immediate access that the FTC conducted on November 7, 2018 at 3333 Michelson Drive, Suite 500, Irvine CA, 92612.
- 22. **PXA18** is a true and correct copy of an email from Michael Santos to David Heiman that was obtained during the immediate access that the FTC conducted on November 7, 2018 at 3333 Michelson Drive, Suite 500, Irvine CA, 92612.
- 23. I have access through the Relativity Database to documents the FTC produced in discovery in the matter of *In re Sanctuary Belize Litigation 18-3309*. **PXA19** is a true and correct copy of an email the FTC received in the course of the matter's litigation and produced during discovery.
- 24. **PXA20** is a true and correct copy of an email from Michael Santos to Andris Pukke and Rod Kazazi that was obtained during the immediate access that the FTC conducted on November 7, 2018 at 3333 Michelson Drive, Suite 500, Irvine CA, 92612.
- 25. **PXA21** is a true and correct copy of an email from Michael Santos to Rod Kazazi that was obtained during the immediate access that the FTC conducted on November 7, 2018 at 3333 Michelson Drive, Suite 500, Irvine CA, 92612.
- 26. **PXA22** is a true and correct copy of an email from Michael Santos to Michael Santos, blind copying others, that Michael Santos produced to the FTC in the course of discovery in the matter of *In re Sanctuary Belize Litigation 18-3309*.
- 27. **PXA23** is a true and correct copy of Plaintiff's trial exhibit PX657 in the matter of *In re Sanctuary Belize Litigation 18-3309*.
- 28. **PXA24** is a true and correct copy of an email from Michael Santos to a number of recipients that Michael Santos produced to the FTC in the course of discovery in the matter of *In re Sanctuary Belize Litigation 18-3309*.
- 29. **PXA25** is a true and correct copy of an email from Michael Santos to a number of recipients that Michael Santos produced to the FTC in the course of discovery in the matter of *In re Sanctuary Belize Litigation 18-3309*.

- 30. **PXA26** is a true and correct copy of Plaintiff's trial exhibit PX1220 in the matter of *In re Sanctuary Belize Litigation 18-3309*.
- 31. **PXA27** is a true and correct copy of Plaintiff's trial exhibit PX157 in the matter of *In re Sanctuary Belize Litigation 18-3309*.
- 32. **PXA28** is a true and correct copy of pages 141-43 of Plaintiff's trial exhibit PX46 in the matter of *In re Sanctuary Belize Litigation 18-3309*.

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

Executed in the United States this 1st day October, 2020.



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hearing, but I do not believe it's currently a trial exhibit.
2
                THE COURT: Well, what's the point? He is saying
  3
      there's security concerns. What are you asking him?
              MR. BAKER: They're security concerns that they -- he
  4
 5
      signed up for a tour to Belize. The whole point that he said
6
      was to get people to go on tour and see the product. Then his
      testimony is, he was told for safety concerns, but at the time
 7
      of the safety concerns, Belize is listed as a --
- 8
9
               THE COURT: Well, you know, he doesn't have the
      travel, State Department Travel Advisories. You asked him what
10
      he was told. He told you what he was told. That's what this
11
      document says. And this really is, you know, way beyond where
12
 13
      we were. I've given you an extra one question. I think we are
14
      at seven or eight now.
15
              MR. BAKER: Thank you, Your Honor.
               THE COURT: So, have a seat. I'm not receiving this
 16
17
      document.
 18
              All right. We're through with this witness?
               MR, THEISMAN: Yes, Your Honor.
19
              THE COURT: All right. Sir, you may step down.
20
 21
      You're excused.
22
          (Witness excused.)
 23
              THE COURT: Now, we have your witness here, Mr. Pukke?
 24
             MR. PUKKE: Yes, Your Honor.
 25
              THE COURT: All right. Our agreement was, we would
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take this witness out of turn.
               All right. Call him.
2
3
          (Pause.)
                THE COURT: Please state the name of your witness.
 5
                MR. PUKKE: David Heiman. I believe it's spelled,
      H-E-I-M-A-N.
6
 7
                THE DEPUTY CLERK: Mr. Heiman, please walk towards me,
      stand right here to be sworn, okay.
8
9
               Please raise your right hand.
                    DAVID HEIMAN, DEFENSE WITNESS, SWORN
10
11
                THE DEPUTY CLERK: Please have a seat in the witness
12
      box. Watch your step as you enter.
13
                Mr. Heiman, the microphone is adjustable. Please
14
      speak loudly and clearly into it. State your name for the
15
      record and spell each name.
               THE WITNESS: David C. Heiman, D-A-V-I-D. Last name,
 16
 17
      H-E-I-M-A-N.
 18
              THE DEPUTY CLERK: Thank you.
19
                           DIRECT EXAMINATION
20
      BY MR. PUKKE:
 21
           Good morning, Mr. Heiman.
 22
      A
         Good morning.
          Where do you currently live?
 23
      Q
           In Lone Jack, Missouri, right outside Kansas City.
 24
      A
           Okay. And you flew to Maryland to testify about your
 25
```

thoughts on Sanctuary Belize and your overall, overall 2 experience in purchasing, correct? That's correct. 3 You also wanted to let the Court know what happened to you 4 5 regarding your investment in the Costa Rica project? 6 A Correct. 7 Did I or any of the other defendant's pay for your trip to Maryland or did you come here entirely on your own dime? - 8 9 My own dime. David, what do you do for a living? 10 11 A I build new houses. 12 Okay. How many houses have you built, would you estimate, 13 in the past 20 years? Probably, a hundred. 14 15 So it's safe to say that you're fairly experienced and knowledgeable regarding construction, would you agree? 16 17 We think so. We sale all the houses we build, so that's 18 always a good test. 19 Q Good, Besides the lots that you purchased at Sanctuary Belize, do you own any other properties overseas? 20 21 We have the two lots in Sanctuary and then we have two 22 condos in Mexico, in the Riviera Maya area. 23 Okay. So lots in Belize and two condos in Mexico? A 24 Correct

How often do you travel internationally?

25

- Case 1: 18 ECM 23 309 Brill c 10 9 Cum ent 1053 1 Filed 10/01/20 Page 9 of 405 Well, probably, six to eight times a year. So you travel international very frequently? 2 Yes. 3 Can you name some of the countries that you've been to? 4 5 Well, let's see. We've been to Mexico, Costa Rica, Panama, Ecuador, Belize, of course. That's about it. 6 7 That's good. So it's safe to say, in your opinion, that you've been to a lot of places and seen a lot of things, 8 9 correct? 10 Yes. 11 Q Let's talk about your first purchase at Sanctuary Belize. So, you originally spoke to someone who explained what the 12 13 project was about, what the overall plan was and they convinced you to come see the project in person, correct? 14 15 A Yes. And when you arrived at Sanctuary Belize, a gentleman by 16 17 the name of Bill Bannon personally toured you round the
- A That's correct. 19

property, correct?

- What year was that, do you recall? 20
- 21 2012, I don't know what month it was, but it was later in
- 22 2012.

18

- 23 Q Okay.
- And then we actually did the transaction, I think, in 2013. 24
- Okay. If you can quickly, can you describe how much of the 25

development would you say was finished when you first toured? Well, let's see. You know, obviously, some of the roads 2 were in. There was probably, at least, ten houses there, 3 probably then. They were -- they had dug the marina out and 4 5 flooded it right before we got there. I don't think all the 6 slips were in it yet, but the marina was the big undertaking at 7 the time. So I saw that. I did visit with some of the people that actually lived in - 8 9 there full-time. You know, saw the -- saw a master plan, what 10 the whole community was going to look like. I was pretty impressed with that, what it could be, you know. 11 12 Okay. So you saw some things that were semi-completed, 13 other things were under construction, is that safe to say? Correct. 14 And during the tour, I assume, Mr. Bannon explained the 15 overall vision for the project and described some of the 16 17 amenities that were planned; is that correct? 18 A Yes. And then you ultimately decided to buy a lot? 19 Yes. I bought a lot the day that I went. 20 21 Q Okay. 22 Or signed the papers anyway. Did you rely on what you were told by Mr. Bannon or others 23 24 when you made your decision to buy or did you make it based on 25 what you saw on-site?

1 Probably both. Okay. A little of both, okay? 2 3 Mm-hmm. How much did you pay for your lot and what were the terms? 4 Let's see. The first lot is in Sapodilla Ridge, which is 5 where the marina is. I negotiated the price of 300,000. It was 6 a, a front lot with, with the venetian canals. 7 Okay. And, and do you recall what the terms were? 8 Let's see. I paid, I paid half of it in cash. Then I 9 financed the balance of it, zero percent for 10 years. 10 11 Q Okay. Do you feel Mr. Bannon pressured you in any way into buying the lot? 12 13 No, not at all. 14 Q Okay. So you bought the lot based on what you saw on the 15 ground with your own two eyes and the overall vision for the project, including the planned amenities that Mr. Bannon 16 17 explained to you, correct? 18 A Yes. 19 Q Did Mr. Bannon or anyone else that you interacted with ever promise you any specific timelines for the completion of the 20 21 amenities that he mentioned? 22 A No. Did Mr. Bannon or anyone else that you interacted with ever 23 24 promise you a return or even suggest that you make a profit on

the lot if you ever wanted to sale it?

25

I didn't want to buy with that intention anyway. I bought it because eventually, wanted to build a home there. 2 3 Q Okay. Did Mr. Bannon give you any expected return if you ever decided to change your mind and you wanted to sell it? 4 5 No, no. Q Okay. Did Mr. Bannon or anyone else, anyone else that you 6 7 interacted with ever promise you that there was a robust resale market and that it would be easy to sell your lot if you ever - 8 wanted to sell it? 9 10 No. Q Did Mr. Bannon or anyone else that you interacted with ever 11 12 promise you that every dollar of revenue would be put back into 13 the project? 14 Well, I knew that, you know, that their model was to develop the project as it took in money. You know, there was no 15 bank involved. There's no way it could get foreclosed on and 16 17 that seemed to me to be way less risky than even having a bank 18 involved. So, they were going to develop it as the money came 19 in. Okay. Did he specifically say to you, though, that every 20 21 dollar of revenue would be put back into the property? 22 A No. 23 Okay. You're a fairly experienced business person, 24 correct? 25 Yes.

If that statement was told to you, what would you have 2 thought about it? 3 I would have questioned it, probably, you know. Okay. Question it because it wouldn't have made a lot of 4 5 sense to you? 6 A Yes. Okay. You touched on it a little bit, but one thing that 7 Mr. Bannon did explain to you was that the project had no debt, 8 9 correct? 10 A Correct. What did the phrase, no debt, mean to you? 11 That there's no banks involved, less risky because of that, 12 13 because, you know, you're -- you're dealing with -- and I have to say, I offered to take building on terms. That proved 14 something there. I just thought it was less risky because I saw 15 a lot of failed things in that part of the world that don't make 16 17 it because of that. 18 Q That's a very good point you touched on. So you traveled 19 around the world, seen many countries, toured many development 20 projects? 21 Mm-hmm. 22 And isn't it true that you've seen a great, large number of failed projects? 23 Not so much in Belize, but other parts of Central America 24 25 like Costa Rica. And you can drive down some of the main

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coastal highways and there's failed project after failed
2
      project.
3
      Q Okay. And in your opinion, they likely failed due to what?
  4
               MR. THEISMAN: Your Honor, the FTC objects.
                THE COURT: Sustained, sustained.
  5
      BY MR. PUKKE:
 6
 7
          Okay. Is it reasonable to conclude that they failed due to
8
      their inability to finance?
9
             THE COURT: Same objection.
             MR. PUKKE: Okay.
10
11
             THE WITNESS: Yes.
12
               THE COURT: No, strike that answer.
 13
      BY MR. PUKKE:
 14
          Did you meet me at the time of your first tour?
 15
         No.
           Since that time, you did meet me, correct?
 16
17
          Yes.
 18
          Do you recall what year that was?
 19
          Let's see. I think it was 2018.
          Eighteen. When we first met, did I introduce myself to you
20
 21
      as any name other than my own?
 22
      A No.
 23
      Q Was I open and honest with you about my role with the
 24
      company?
 25
          Yes.
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1
          Was I open and honest with you about my past legal
2
      troubles?
3
        Yes.
         If you had met me in 2012, when you bought your first lot,
4
5
      would my legal troubles have changed your opinion on the project
6
      and would it have changed your decision to buy?
      A I don't think it would have.
7
               THE COURT: What did you understand his legal troubles
- 8
9
      to be?
              THE WITNESS: I knew about his, his AmeriDebt, the
10
      AmeriDebt situation. I knew about that.
11
12
                THE COURT: Well, what did you understand to be his
 13
      legal troubles? What was his AmeriDebt situation that he told?
14
      I gather he told you.
15
                THE WITNESS: I knew about it already. I read it on
 16
      the Internet.
17
                THE COURT: What did you read? What did you have in
 18
      your mind about his --
19
              THE WITNESS: That case --
               THE COURT: Wait a minute.
20
 21
               -- about his legal troubles? That's a significant
22
      inquiry. What did you understand to be his, quote, legal
 23
      troubles, unquote?
               THE WITNESS: I knew, I knew that there was an FTC
 24
 25
      case.
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1
                THE COURT: Yeah.
2
                THE WITNESS: I'm not an attorney, so I don't
3
      understand all the legal things, but I read about that. I don't
  4
      know that I understand it completely, because I didn't -- he
 5
      didn't get into it that much.
6
                THE COURT: Okay. Did he say anything about being
 7
      convicted of a felony?
               THE WITNESS: Yeah.
- 8
9
               THE COURT: More than once?
               THE WITNESS: No. Did what say it?
10
11
                THE COURT: Mr. Pukke, did he say that to you when he
      talked about his legal troubles?
12
13
               THE WITNESS: No.
14
               THE COURT: All right.
15
               THE WITNESS: I didn't know -- most of the information
      I got was from, from the Internet.
 16
17
                THE COURT: Oh, okay. He didn't say anything.
18
      said he -- I thought the question was, did I tell you all my
      legal troubles. So, he never said anything about his legal
19
      troubles or did he? I don't know.
20
               THE WITNESS: He did.
 21
22
               THE COURT: But he didn't tell you what they were?
 23
               THE WITNESS: The AmeriDebt thing is the only thing I
 24
      know about.
 25
               THE COURT: Okay, but the question was what in
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1
      connection with AmeriDebt?
2
                THE WITNESS: That there was an FTC case against,
3
      against the company. And I don't recall all the exact --
  4
                THE COURT: Did he talk about any criminal convictions
 5
      at all?
 6
              THE WITNESS: I knew he went to jail.
               THE COURT: Okay.
 7
               THE WITNESS: But --
 - 8
9
             THE COURT: He didn't tell you that? You read that?
             THE WITNESS: I read that.
10
             THE COURT: All right.
11
              All right, Go ahead, Mr. Pukke.
12
 13
                THE WITNESS: I knew that before I ever met him, but I
14
      didn't know -- or I never have personally met him until 2018
15
                THE COURT: All right.
      BY MR. PUKKE:
 16
 17
      Q I think the important part here is, when we met, we did
 18
      discuss the fact that I was incarcerated?
 19
      A
          Yes.
          Okay. And I was open about that?
 20
 21
          Yep.
 22
          Okay. You make your decision to buy your first lot at
      Sanctuary Belize based on the representations that Mr. Bannon or
 23
 24
      anyone else may have told you or did you buy it based on what
      you saw with your own two eyes when you toured the project?
 25
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- A I based a lot of it on what was, what was there already and
- 2 a little bit of what Bill said, yes.
- 3 Q Okay. And I'm sorry, I believe you've already answered
  - 4 that.
  - 5 A Yeah, a little bit of both.
- 6 Q When was the next time you came to Sanctuary Belize?
  - 7 A After that, I believe I went back the following year. So
- 8 it would have been 2014.
- 9 Q Okay. So maybe --
- 10 A I just did a regular tour.
- 11 Q Okay. So 18 months, approximately 18 months later?
- 12 A Yep.
- 13 Q And you just mentioned that you decided to join the tour
- 14 that was going on that weekend?
- 15 A Yeah, because at the time it wasn't really a lot of places
- 16 to stay and, you know, it was cheaper to do that than to do a
- 17 tour, and I'd never really done a tour up till then.
- 18 Q Okay. What was your overall impression of the progress
- 19 that you saw from, from the first time you visited in 2012 to
- 20 2014 when you returned?
- 21 A Me and my wife both attended the tour and we were pretty
- 22 impressed at what had been done.
- 23 Q Okay.
- 24 A You know, it's a massive undertaking what's going on there.
- 25 You know, it's not going to happen overnight, you know.

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1
          So you would say you were, you were happy with what you
2
     saw?
3
         Yes.
 4
          And you were impressed with the project --
5
     A
         Yes.
         -- in that 18-month period?
6
 7
         Yes.
     A
          Okay. And again, you were happy and impressed with the
- 8
9
     overall progress based on what you saw with your own two eyes
10
     when you were there?
11
     A Yes.
        Did you attend all of the tour functions and activities
12
13
     that weekend?
         Yes.
14
15
         So you listened to the sales presentations, correct?
     A Yes, I believe we stayed at Kanantik
16
17
        Okay. And then they gave you sales presentations during
18
     breakfast and maybe dinner, and you were there experiencing
19
     them?
20
       Yes.
     Q Okay. During that time, did you hear any of the sales reps
21
22
     promise any specific timelines for completion?
23
         No.
24
     Q Did you hear any of the sales reps ever promise specific
25
     returns or profits that could be expected?
```

1 No. 2 Did you hear any of the sales reps ever promise anything 3 whatsoever about the ability to resale your lot? 4 A No. 5 Did you hear any of the sales rep ever promise that every dollar would be put back into the project? 6 7 No. Was the no-debt model discussed? - 8 9 Yes. 10 And again, can you explain, based on your best recollection, what was explained to the group? 11 12 Just the -- that the no-debt model was safer and I agreed 13 with that. I thought it was great that the, the developers would, would take a small down payment and carry the rest of the 14 balance for, you know -- that just seemed to me a developer 15 that's trying to make the place go. You know, it's not --16 17 they're not just trying to take your money, you know. 18 Okay. And did they, did they specifically mention that 19 when they were referring to no debt, they were referring to no 20 bank debt and gave an explanation as to why they believed that 21 was safer? 22 Yes. Okay, And you agreed with that, you said? 23 24 Well, I assumed, no bank debt is what, what they meant. 25 Okay. And I'll ask again, you're -- you're a fairly

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experienced business person. Do you agree with the fact that no
      debt would be less risky?
2
3
      A I do.
                MR. THEISMAN: Your Honor, objection. This witness
  4
 5
      isn't an expert. He's being -- the question is seeking an
 6
      expert opinion.
              MR. PUKKE: No, I'm just asking his opinion.
 7
               THE COURT: Well, for him -- was it your belief?
8
9
      You're not here to testify about --
                THE WITNESS: I'm not saying I'm an expert.
10
                THE COURT: No, we're talking about reasonable
11
      consumers and not necessarily a builder who builds houses.
12
 13
      That's your argument, but obviously there's an argument to be
14
      made that his experience is not common. We'll see what the
15
      evidence shows.
 16
               MR. PUKKE: Okay.
17
              THE COURT: But what he understood is fair, fair game.
 18
      You may ask that.
      BY MR. PUKKE:
 19
      Q So, do you understand and believe that that statement was
20
 21
      true, that it was, in fact, less risky?
 22
      A That was my opinion.
 23
      Q Okay. Did the sales team mention the amenities that were
      planned for Sanctuary Belize during the presentation?
 24
          Yes. I'm, you know, going from memory. I knew the beach
 25
```

club was planned and they were going to build, you know, more 2 things around the marina area. You know, the -- it had to be 3 set up for yachts and things to come in there, a restaurant there. I think the equestrian thing was already there. 4 5 They, I -- I'm not sure if it was that far back, they talked about building the -- where the airstrip was, turning --6 making that into a, a separate little area to have houses around 7 the airstrip. - 8 9 Okay. And that was an airstrip on-site, that wasn't an international airport, correct? 10 11 A No. 12 Okay. 13 I knew about the international airport before I even went to look at it. 14 15 Okay. Because we drove right by it. 16 17 Okay. Did they ever say or suggest that developers were 18 building a golf course at Sanctuary Belize? 19 I don't know about on that first tour if I knew anything 20 about that. Well, this is the second tour. This is the one you -- this 21 22 is on the second tour during the sales presentation I'm 23 referring to. Did the sales representatives ever suggest that there was going to be a golf course at Sanctuary Belize? 24 A I think the only time I knew about the golf course, the 25

last tour that I went on, they, they presented Kanantik. 2 Okay. So they mentioned there would be a golf course at 3 Kanantik? A Yes. 4 5 Not at Sanctuary Belize? 6 Not Sanctuary Belize. 7 Okay. Do you recall them ever promising you that the developers were building a 30-room hotel? - 8 9 A I did hear that. I don't know if I heard that at the very beginning, but either the first or second tour, I did hear about 10 11 that. 12 Okay. 13 Where it was going to be. 14 Okay. Did they ever mention anything about a casino at 15 Sanctuary Belize? A Not that I'm aware of. 16 17 Do you recall them mentioning any -- you recall them 18 mentioning or I believe you just testified that you were driven by an international, the international airport, correct? 19 20 A I drove by it before I even went to, went to Sanctuary 21 Belize, cause we stayed in Placencia and when we drove by it --22 Right. So you --23 A It's, sort of, on the road there. 24 So you were aware. You saw that it was under construction and that it was truly something that was being not only planned, 25

but actually being worked on, correct? A Yeah. I don't know if they were working on it at the time 2 but, you know, there was quite a, a lot of paving and all that 3 was done. 4 5 Q So the runway was paved and --6 A I believe so. 7 Do you have any reason to believe that it wouldn't have been finished? - 8 9 A I didn't really know who was behind the airport or anything 10 at the time, but I know the, the money that was put into it was 11 private. 12 Q Right. 13 And then, you know, it never got finished. 14 Q Okay A I didn't know whether --15 THE COURT: Okay. About another five minutes and 16 17 we'll take a break. 18 BY MR. PUKKE: 19 Q Okay. Did any sales rep or anybody on tour ever mention 20 that that international airport was something that the Sanctuary 21 developers were building? 22 A No. 23 And so it was pretty clear that it was some other third 24 party or some other third-party group? There's another development. When you start going down the 25

Placencia, there's a development there and I heard that 2 developer was part of the -- was involved in the airport. 3 Q Okay. 4 A That's what I heard. 5 And did any of the sales reps, do you recall -- I'm sorry. 6 Do you recall any of the sales reps ever mentioning anything 7 about a hospital? A The only thing I heard about a hospital was that if the - 8 9 airport ever did get functioning, there would have to be a 10 hospital at the airport. 11 Okay. So --12 It would be an international airport. 13 And again, that would have been something that was being 14 built by the airport developers, not Sanctuary Belize? 15 Correct. So you testified that you were happy with everything that 16 17 you saw on-site, including the progress, right? 18 Yes. 19 Were you, in fact, impressed by the amount of progress that 20 you saw during those two years? 21 I was. Especially the second time I went back because 22 they, they'd started building -- you know, a lot of the canals 23 were cut. Actually, there was a canal cut to where my lot was, 24 my original lot. So I got, kind of, excited about that because 25 you can actually drive to it.

1 Q By boat? 2 And you can --You mean, you can get to it by boat? You mean, there was a 3 4 road to it and --5 We drove roads down to it, but yeah, you could have took a boat. 6 7 Q Right. Because the canal was flooded then. - 8 Okay. Can you explain some of the reasons why you were not 9 only happy -- well, I guess you just did about the happy. But 10 11 can you explain why you were, in fact, impressed by the 12 progress? 13 That's, that's the question. Can you explain why you were, in fact, impressed by it under all those circumstances? 14 A Mainly that, you know, that the whole -- I didn't see the 15 project from the start, but I knew it was just a piece of jungle 16 17 at the time -- you know, when you started. To get to that 18 level, I mean, that's -- it was pretty amazing to me that -there's not many people that would have took on a project like 19 20 that. And I know it didn't happen overnight. It took a few 21 years, but to get to that level even then with the limited 22 amount of machinery and things that aren't just available in Belize, I mean, it's pretty amazing. 23 You know, what bit of construction I'm in, I don't build 24 roads and things, but I know you gotta have a lot of heavy 25

```
equipment and stuff which aren't available in Belize. You know,
      it's too small a country.
2
3
         Okay.
4
              MR. THEISMAN: Your Honor, the FTC moves to strike
5
      that testimony to the extent that it's being offered as expert
6
      testimony.
 7
              THE COURT: Well, all he said was, he was impressed
      and that's acceptable.
8
9
             MR. PUKKE: Okay.
              THE COURT: It's a good time maybe to break,
10
      Mr. Pukke.
11
12
              MR. PUKKE: Okay.
13
              THE COURT: How much more do you have?
              MR. PUKKE: Maybe, 45 minutes.
14
              THE COURT: Forty-five minutes?
15
              MR. PUKKE: Maybe. I'll try and move through it
 16
17
      quickly.
18
              THE COURT: Okay.
19
              MR. PUKKE: Maybe not, maybe a half hour.
              THE COURT: All right. We'll pick up, 10-minute
20
 21
      break.
22
         (Brief recess.)
 23
              THE COURT: All right, continue.
 24
      BY MR. PUKKE:
 25
      Q Hi, David. When we last broke, do you recall we were
```

```
discussing your second trip to Belize, correct?
2
          Yes.
3
           Okay. And based on the progress that you saw during your
  4
      second trip, you decided to purchase a second lot; is that
 5
      correct?
         The first time I came, I didn't really do a tour. I was
6
 7
      just --
8
          With Bill?
 9
           -- in the area, yes, and just went through town on my own.
10
      Q
          Okay.
11
           The next trip was the, I think, a year after I purchased.
12
      And then, I think, the next trip after that, I think it was two
 13
      years later is when I bought the second lot.
          Okay. So you had a, you had a --
14
      A I've done -- the first tour I didn't buy, the second tour I
15
      did.
 16
17
          Oh, I gotcha.
 18
        The first tour, I bought the first one.
 19
          I understand,
      Q
20
          I didn't do a tour, but I bought the first time I went the
 21
      very first day and I really wasn't on tour --
 22
      Q
           Okay, that's okay
 23
           -- with the rest of the people.
 24
           Sorry. I was mistaken about the tours and when you bought?
           Yeah, because Bill, Bill just did this for me that day, you
 25
```

```
1
      know.
2
      Q I got it.
  3
        Yeah.
      Q Okay. So you attended the second tour. You didn't
  4
 5
      purchase that tour, but you attended all the, all the tour
      events, correct?
6
 7
          Yes.
      Q Did you see any of the sales reps pressuring any of the
8
9
      other potential buyers to buy during the tour?
10
11
      Q During your travels, have you done tours of many other real
12
      estate development projects?
 13
         Yes.
14
      Q How many would you say, ballpark?
15
      A Maybe, I did a tour in Panama, a tour in Costa Rica,
      Ecuador.
 16
17
      Q So --
 18
      A Three or four times.
 19
      Q
         Okay.
20
      A Yeah
      Q Based on the experience in those tours, how would you rate
 21
 22
      the level of pressure at the Sanctuary Belize tour compared to
 23
      the others?
 24
      A In my, my case, I can't say anybody pressured me on any of
 25
      my tours.
```

```
Okay. Even the other ones?
2
      A
         No, not really.
3
      Q
           Okay.
      A To be honest.
 5
           Got it. And what was the next time you returned to
6
      Sanctuary Belize, what year was that?
          I believe it was 2015 that we made the second purchase.
 7
         Okay. And once again, you joined the tour that weekend, I
8
      believe you testified to, correct?
9
      A Say again?
10
11
      Q I'm sorry. Once again, you joined the tour that was going
12
      on that weekend --
 13
         Yes.
14
      Q -- I believe you testified to?
15
          Okay. And again, you attended the sales presentations?
 16
         Yes.
 17
          Okay. I apologize for being repetitive, but I'm going to
 18
      ask you the same questions again to see if anything in your
 19
      opinion changed between the last time you toured and this time.
20
      Is that okay?
 21
      A Okay.
 22
         Okay. What was your overall impression of the progress
      that you saw this time, between 2014 and 2015?
 23
 24
      A Well, I can remember about the marina, you know, they had
      the, all the boat slips were in, I believe the beach club. I
 25
```

```
don't remember what --
          I may have been on three tours, actually. I have to go back
2
3
      and look, but the time that we bought the beach club was under
      construction, I believe, when I bought the second lot.
  4
 5
           Okay.
6
           And then I think I went back even more -- one more time
 7
      after that and the beach club was operating. You know, the
      restaurant, the pool. You know, we had dinner there.
8
9
          Okay.
         So that was definitely an accomplishment that, you know,
10
      when we first bought it wasn't even -- it was just a showing on
11
12
      a rendering, you know.
 13
      Q Got it.
 14
          Yep.
 15
          So it's safe say, you were once again very happy with the
      overall progress that you saw with your own two eyes, correct?
 16
 17
          Yes. And you know, on the quality of the development, too.
 18
      The level of the -- the quality of the construction, the beach
 19
      club and the kitchen and all that was unbelievable for being out
      in the middle of a jungle in my opinion.
20
 21
          And your, your --
 22
      A But I'm not an expert, just my opinion.
 23
      Q You're not an expert, but you are a builder. You've built
 24
 25
               THE COURT: I'll permit it. It's fair. His opinion,
```

what he saw, it looked pretty good. That's fair. 2 BY MR. PUKKE: 3 Q Okay. During the sales presentations on that tour, did you 4 hear any of the sales reps make any promises for a timeline of 5 completion? A Never to me, but I can't say what was said to other people 6 because I wasn't -- you know, I didn't listen in on other 7 peoples conversations, you know, but not that I heard from - 8 9 anyone else, no. 10 Okay. And during the --11 A We made some friends. We talked to a lot of people on the 12 tour and just told them our experience and --13 Q How about, how about during the main presentations that 14 were given during the breakfast or dinners, did you ever hear 15 any specific timelines given? 16 A No. 17 Q Okay. 18 A Not as far as completion times, no. 19 Q Okay. Did you hear any specific representations made regarding returns, returns or profit that could be expected? 20 21 No. 22 THE COURT: Okay. What timeline are you in there now, when you're saying you didn't hear these things? Is it over the 23 24 entire time that you came or just the last tour that you went --25 last visit? Sorry.

```
1
                THE WITNESS: You're asking, when did I hear? Did I
2
      ever hear --
3
                THE COURT: Well, he asked you whether you heard --
                THE WITNESS: Did I ever hear timelines? Did I ever
4
5
      hear timelines? Is that what you're asking?
                THE COURT: Yeah.
6
               THE WITNESS: No.
 7
- 8
              MR. PUKKE: Your Honor, just to clarify a little bit
9
      for you, I asked him, previously, what he experienced during his
      first tour of the, of the project and the sales presentations.
10
      And now, I'm going into his experience on the second time he was
11
12
                THE COURT: That's what he said, that there was no
 13
14
      timeline given for any of these, as I understand it.
15
                THE WITNESS: I mean, we did hear that they were
      getting ready to start on the beach club, things like that. We
 16
 17
      heard that and then the next time I went back, that was going
 18
      on.
               THE COURT: All right.
19
               THE WITNESS: And it's there.
20
 21
               THE COURT: Fair enough.
 22
      BY MR. PUKKE:
 23
          Again, did you hear any representations regarding your
 24
      ability to resale your lot?
      A No, because I never really bought with that intention.
 25
```

```
Okay. Did you hear them make --
2
      A My intention was to build a home on it. And then, when I
3
      bought the second lot, my intention then was to build a smaller
  4
      home and, and rent it. That was my purpose for buying the
 5
      second lot.
      Q Okay. Even though you may not have been paying close
6
 7
      attention to it, do you recall hearing any representations made
      about the new clients who were, who were listening to the
- 8
      presentation, their ability to buy or resale a lot? Was that
9
10
      ever discussed?
11
      A No.
12
          Okay. And again --
 13
           I don't think most peoples' intention is to do that when
14
      they buy down there.
15
      Q What's that?
      A I don't think most peoples' intention are to do that.
 16
 17
      Q So you --
 18
      A They're going down there because they love, they love the
 19
      development. They love being in, you know, a beautiful
20
      Caribbean climate. I mean, that's why people buy. I don't
 21
      think most people buy for an investment, not that I ever talked
 22
      to.
 23
          All right. Most people were not buying for investment?
             MR. THEISMAN: Your Honor, objection to this
 24
 25
      testimony.
```

```
1
                THE COURT: All right. Just his view, I agree. We're
2
      kind of off center here.
3
      BY MR. PUKKE:
          Again, the no-debt model was discussed, correct, during
 5
      that presentation?
6
         Yes.
 7
      Q Okay.
8
               THE COURT: What presentation? Now, are we saying,
9
      all presentations or the last time you were there?
              MR. PUKKE: Well, he already testified that it was, it
10
      was discussed the first time he was there and now we're --
11
12
             THE COURT: Where are we now?
13
             MR. PUKKE: Now, the second time he was there and
14
      whether that presentation was --
15
                THE WITNESS: It was discussed, you know, at all the
      presentations I was at and, and my initial meeting with
 16
17
      Bill Bannon.
18
      BY MR. PUKKE:
      Q Right.
19
20
      A That was one of, one of the reasons that I felt positive
      about it.
 21
 22
      Q Okay. And during the second time, it was discussed.
      don't want to put words in your mouth, but can you explain real
 23
 24
      quickly again what they intended or what they meant, or what
      they said regarding there being no debt?
 25
```

```
1
                THE COURT: No, what they said, not what they
2
      intended.
3
                MR. PUKKE: Oh, okay, sorry.
  4
      BY MR. PUKKE:
 5
           Well, what they said about the no-debt model?
      A I just assumed that meant they, the development all
6
      happened -- any money that was raised by selling lots, that that
 7
      money was going towards the -- you know, the development was
- 8
9
      just going to progress as the sales came. You know, that there
10
      wasn't any bank to satisfy. There wasn't -- and everything had
      been done to that point was from lot sales.
11
12
          Okay.
 13
           I know there's some initial money put in to buy the
      property and all that, but --
14
15
      Q Okay.
         Because I don't know, I don't know.
 16
17
                THE COURT: All right. Let's go by question and
 18
      answer.
19
             THE WITNESS: Yeah.
20
      BY MR. PUKKE:
          And again, I'll go through these, hopefully, quickly. This
 21
 22
      is the second presentation you attended. Was there any
 23
      suggestion that Sanctuary Belize was building a golf course
 24
      that's on-site at that time?
      A No, just Kanantik is the only thing I ever heard about a
 25
```

```
golf course.
2
           Did they ever mention anything about a casino at Sanctuary
3
      Belize?
      A No. Hotel, yes.
  4
 5
          I believe you testified that the beach club was finished at
 6
      that time?
 7
          Yes.
      Q Okay. And again, being in the, being in the construction
 - 8
 9
      business and being a, an experienced traveler, what was your
10
      impression of the design and quality of the beach club?
11
      A It was very good. I explained that a while ago, that I
12
      thought the finishes and all the building quality was really
 13
      good, you know, in a third-world country.
      Q In a five star rating, how would you rate the beach club
14
15
      overall?
      A Oh, I think, five star.
 16
 17
      Q And why five star?
 18
      A You know, if you go to -- I've been to five star resorts
 19
      and the quality of the beach club, for sure, as good as any I've
20
      been to, really.
 21
               MR. THEISMAN: The FTC --
 22
               THE COURT: Well, it's strictly his opinion. It's
 23
      not --
 24
             THE WITNESS: It's my opinions.
 25
               THE COURT: It doesn't establish --
```

```
THE WITNESS: Just from being at other resorts.
2
               THE COURT: Just a moment.
3
              THE WITNESS: Sorry.
                THE COURT: You weren't designated as an expert
  4
 5
      witness to try and compare this development to some other
6
      development. You personally came and saw it and thought it was
 7
      impressive.
- 8
               THE WITNESS: Yes.
9
             THE COURT: And that's a fair statement.
             MR. PUKKE: Okay.
10
11
             THE WITNESS: Yeah.
12
              THE COURT: It doesn't speak to how, in fact, it was
 13
      relative to other developments for the truth of the matter,
14
      because he's not here as an expert.
15
            MR. PUKKE: Okay.
      BY MR. PUKKE:
 16
 17
      Q And then I believe you testified that you ate at the
 18
      restaurant at that time?
 19
      A Yes.
      Q What was your overall opinion on the food and overall
20
 21
      dining experience?
 22
      A It was amazing, really.
 23
      Q Okay, I assume you spent some time at the marina during
 24
      this tour, correct?
      A Yes. Whenever we did the, we -- I think we had a meal,
 25
```

- 1 maybe we had a meal over there and there was a party, I think,
- 2 too on the last tour I was on.
  - 3 Q Okay.
  - 4 A We had a party and music and all that at the marina. For
  - 5 both places, the beach club and the marina.
- 6 Q Okay. And did you, in your opinion, did you see what you
  - 7 would consider a lot of progress at the marina between the last
- 8 time you were there and this time you were there?
- 9 A Yes.
- 10 Q Okay. Did you interact with any other returning owners on
- 11 the tour, either this one or the last one?
- 12 A I don't know remember if there was any returning owners on
- 13 the tour as we were on them. It might have been one guy from
- 14 California. I don't recall his name, but he has a lot in
- 15 Sapodilla Ridge.
- 16 Q From what he told you --
- 17 A He bought a second one, I believe, the same tour we were
- 18 on, because we were talking about which lots we liked and --
- 19 Q Okay. And if you recall, from your conversations with him,
- 20 do you know what his overall opinion was on everything that he
- 21 saw and experienced?
- 22 A He was impressed too.
- 23 Q Okay.
- 24 A He owned his own company and had -- I don't remember what
- 25 he did for sure, but he, he owns some other property

```
internationally too.
2
      Q Okay.
3
             MR. THEISMAN: Your Honor, can I -- is there a
  4
      follow-up question as to whether or not this led him to do
 5
      anything, because otherwise the FTC moves to strike that
      testimony.
6
 7
               THE COURT: Well, all right. It's in. We'll let it
      stand.
8
9
              Let's move along.
      BY MR. PUKKE:
10
11
      Q So again, it's safe to say that you were not only happy,
12
      but impressed with what you saw and what the other owners seemed
 13
      to see as well, correct?
         Yes.
14
          You didn't buy a third lot that time, did you?
15
      A What's that?
 16
      Q You did buy a third lot that --
 17
 18
      A No, just two.
 19
      Q So you went back to Kansas City after the tour and you were
20
      very happy with the purchase that you made on the two lots. Is
 21
      that safe to say?
 22
      A Yes.
      Q At some point in time after you returned from your third
 23
 24
      trip to Sanctuary Belize, were you contacted by a man by the
      name of Tom Herskowitz?
 25
```

```
A The only thing I got, I got emails about the -- I guess,
2
      it's called the IOSB.
3
           Okay.
      A That they, you know, that there was a lot of issues and
 5
      they were, you know, they wanted to start sending our HOA
      payments to them. And I never did do it because I didn't
6
 7
      believe in it. So, I stuck with -- you know, just -- I just
      kept sending my monthly payments, the HOA payments directly to
8
      the, to the developer.
9
      Q So Mr. Herskowitz contacted you by email and --
10
11
               MR. THEISMAN: Your Honor, objection. That
      mischaracterizes the testimony. Mr. Heiman didn't say that
12
 13
      Mr. Herskowitz --
14
               THE COURT: I don't know how he contacted --
15
              MR. THEISMAN: Yes, he did.
      BY MR. PUKKE:
 16
 17
         Did Mr. Herskowitz contact you by email?
 18
      A By email, but I don't know who initiated the email or --
 19
      but they were calling theirselves -- you know, they were trying
      to start a whole new HOA.
 20
 21
          Okay. So, somebody from the IOSB, whether it was --
 22
      A You know, I knew about all the court, the court dealings in
      Belize and --
 23
 24
      Q
           Okay
 25
          But other than that, I don't know much about it, you know.
```

```
1
          Okay.
      Q
          All I can say is, I, I just kept sending my payments like I
2
3
      had been doing and --
  4
             THE COURT: All right. Question and answer, please.
      BY MR. PUKKE:
 5
      Q So, Mr. Herskowitz or whatever member of the IOSB contacted
6
 7
      you, encouraged you to, instead of sending your HOA payments to
      the development, to send it to the IOSB instead; is that
8
9
      correct?
10
      A Yes.
11
      Q And did he ask you to join the IOSB?
12
      A
         Yes.
         And did you join?
 13
14
      A
         No.
15
      Q Why not?
         Because I've never met him. I've never met anybody who was
 16
 17
      involved in it and I just felt more comfortable just sending the
 18
      money like I had been doing.
19
      Q Okay, Did Mr. Herskowitz or anybody that emailed you
20
      mention negative things about Sanctuary Belize and the
 21
      developers?
 22
      A Yes. I don't recall all the details, but --
 23
      Q Okay.
 24
      A It's been long enough ago that I don't remember all the
      details, but --
 25
```

```
1
           So, so they emailed you, mentioned negative things and
      tried to convince you to send your payments to them versus to
2
3
      the developers?
      A Yes.
 4
 5
                THE COURT: When you say, send the payments, you mean,
      not make their monthly payments or send it to --
6
               THE WITNESS: The HOA fees --
 7
               THE COURT: No, no. You got to let me finish my
- 8
9
      question because it's hard to transcribe when two people are
      talking at once.
10
11
                THE WITNESS: Okay.
                THE COURT: Or to send money to their homeowners,
12
 13
      rather than their homeowners group?
               THE WITNESS: Correct.
14
15
              THE COURT: That's what it was?
              THE WITNESS: Yes.
 16
17
               THE COURT: You're not saying that they told you or
 18
      whatever that message said, don't pay your developer on your
      lots? It didn't say that or did it? I don't know.
19
20
               THE WITNESS: No. I kept that, I kept --
 21
               THE COURT: All right.
22
                THE WITNESS: I had a payment going on the one, on the
      original lot that I bought that I financed for 10 years.
 23
 24
           THE COURT: Your question was, don't pay the
 25
      developers. And I think his answer is, don't pay the homeowners
```

```
1
      association?
2
               MR. PUKKE: Correct, but at that time the developer
3
      was collecting the money on behalf of the homeowners
  4
      association.
5
             THE COURT: Well, in any event --
             MR. PUKKE: Okay, yes.
 6
               THE COURT: It's a difference between homeowner
 7
      association dues and payment on the contracts.
8
9
              MR. PUKKE: Correct.
      BY MR. PUKKE:
10
11
      Q So they tried to convince you to send your homeowners
      association dues to the IOSB as oppose to sending them to the
12
 13
      HO -- the current HOA, correct?
      A Yeah.
14
15
      Q Do you believe that the IOSB's negative publicity efforts
      and the lawsuit they filed ultimately slowed down the pace and
 16
 17
      sales of the development?
 18
              THE COURT: Sustained.
      BY MR. PUKKE:
 19
         Okay Do you believe that their negative publicity damaged
20
 21
      the value of your lots?
 22
              MR. THEISMAN: Your Honor, objection.
               THE COURT: Sustained.
 23
 24
             MR. PUKKE: Why? I mean, he can't --
 25
              THE COURT: What does he know about -- well, there are
```

```
so many market factors out there, an expert might be able to
2
      say, but he's just going to -- I don't know. I have no idea what
3
      the sales were, frankly, before and after these statements were
4
      made, but his own feeling really doesn't help me understand
 5
      whether it did or did not.
               MR. PUKKE: Well, what about his opinion on whether
6
 7
      his lots dropped in value based on the --
              THE COURT: Well, you can ask him whether his lots
- 8
 9
      dropped in value. That's a different question.
      BY MR. PUKKE:
10
11
      Q Okay. Did you believe that the -- your lot dropped in
      value as a result of the IOSB's efforts?
12
 13
                THE COURT: It's really the same question.
14
      after the IOSB contacted you --
15
              MR. PUKKE: Okay.
               THE COURT: -- did your property drop in value? Do
 16
 17
      you know?
 18
                THE WITNESS: Well, as far as having it appraised or
      something, I never did that. But I know anything negative like
 19
      that is definitely going to affect the value of your lots,
20
 21
      right? I mean, it doesn't take an expert to know that.
 22
              THE COURT: I sustain the objection. I mean,
 23
      obviously, that's an argument you can make, but his opinion is
      just his property -- I don't know whether he said his property
 24
      dropped in value or not. His opinion is -- which I think is not
 25
```

```
admissible. How can it not affect it? That's an argument you
     make, but he's not here as an expert to say that.
2
 3
               MR. PUKKE: I understand.
               THE COURT: Did you have an objection, Mr. Pukke --
 4
5
     Mr. Baker?
              MR. BAKER: No, I had a question, Your Honor.
6
               THE COURT: Why a question?
 7
              MR. BAKER: He said that the gentleman is not an
- 8
9
      expert. He can't attest to the harm that the IOSB did to the
      development. My question is, am I allowed to call an expert on
10
11
     the harm that was done?
12
               THE COURT: It's too late now. I mean, we're in
13
      trial. This case has been pending for, I don't know how many
14
     months and now you're going to name an expert. Not going to
15
     happen.
               MR. BAKER: Mr. Pukke is an expert.
16
17
               THE COURT: Mr. Pukke has not taken the stand and
18
      sworn to tell the truth under oath to most anything. So whether
     he could qualify or not, serious question, but no.
19
20
               MR. BAKER: How about Mr. Chadwick?
21
               THE COURT: No, no, we're not going to permit it.
22
      There's specific -- I mean, you're pro se, but you've got to
23
      understand. When someone is proffered as an expert, you got to
24
      do it early in the game and the other side has a chance to probe
      what somebody who says "I'm an expert" really knows. Right now
25
```

```
we're hearing stuff, essentially, for the first time, I think.
2
               So, here we go. All right.
3
      BY MR. PUKKE:
          Let's discuss this -- the Costa Rica situation. Is that
  4
 5
      okay?
      A Yes.
 6
                THE COURT: Tell me the relevance of Costa Rica.
 7
      not quite sure why that's --
8
 9
               MR. PUKKE: Mr. Heiman invested a lot of money in the
10
      Costa Rica project.
11
                THE COURT: Yeah. How does that help me here? I'm
      trying to see the relevance of Costa Rica in this proceeding.
12
 13
               MR. PUKKE: Well, he wanted the opportunity to explain
14
      to the Court what happened there.
15
                THE COURT: But why is it relevant, I'm asking you.
      Maybe I'm missing something.
 16
 17
              MR. PUKKE: Well, it's relevant in a few ways. I
 18
      wanted to get into the tour, the tour of the property in Costa
 19
      Rica and my experience with them because I was there. That's
20
      when I --
 21
                THE COURT: Well, did you have ownership interest in
 22
      Costa Rica? Is that -- I don't know what the relevance is.
               MR. PUKKE: Was planning on it, but at that time, that
 23
 24
      wasn't established yet because we hadn't raised the money for
      it.
 25
```

1 THE COURT: But again, is the idea that you comported yourself a certain way in Costa Rica and, therefore, I should 2 3 infer that you comported yourself identically in Sanctuary Belize? Is that the point of all this? 4 5 MR. PUKKE: No. Well, a couple things. Mr. Heiman 6 wanted to explain to the Court, that's one of the reasons why he 7 did come here, he wanted to explain to the Court what happened to him in Costa Rica. - 8 9 THE COURT: But how is that relevant to this case? I understand you want -- maybe, he does, but what am I supposed to 10 do with it in this case? I mean, just help me out. 11 MR. PUKKE: Well, listen, you know, I quess my point 12 13 is, he purchased in, in two lots in Sanctuary Belize. Then was 14 approached to invest as an equity investor in Costa Rica. He 15 knew what we had achieved in Sanctuary Belize and was impressed with it. He knew of my history at that point in time. 16 17 He had decided to trust us enough and believe in us 18 enough to put more money into a project in Costa Rica. 19 THE COURT: Okay. MR. PUKKE: That's what I'm trying to establish here. 20 21 THE COURT: Okay. But what does that do for me here? 22 I mean, you could be perfect angel in one place and maybe not so angelic in another. That's what I'm trying to communicate to 23 you. I mean, we're spending a lot of time talking about another 24 project. And I'm assuming you've done some good things in your 25

```
life, but we're talking about Sanctuary Belize right now.
2
               MR. THEISMAN: Your Honor, the FTC has no objection to
3
      the questioning because it goes to --
                THE COURT: Well, I don't want to spend a lot of time
  4
5
      on Costa Rica.
               MR. PUKKE: I don't have a whole lot more time.
6
              THE COURT: I mean, if you want to ask him, why did
 7
      you go to Costa Rica, I'll permit that, but I don't want to go
- 8
9
      through multiple questions about Costa Rica.
              MR. PUKKE: Okay.
10
              THE COURT: I don't see the relevance to this case.
11
12
               THE WITNESS: It's relevant to me because it's my
 13
      money.
14
              THE COURT: Well, that may be your view, but I'm going
15
      to get --
             THE WITNESS: No, I'm just saying.
 16
17
               THE COURT: Well, that may be your view and we're
18
      going to conduct this --
19
             THE WITNESS: Okay,
20
               THE COURT: -- according to law
 21
               THE WITNESS: Okay.
22
               THE COURT: Now, you may ask him a question. Just
 23
      does he have property in Costa Rica and why did he go there.
 24
      I'll permit that.
              MR. PUKKE: No, let me just try and go through. And
 25
```

```
if it's not working, just --
2
              THE COURT: All right.
3
      BY MR. PUKKE:
      Q Okay. So how did you originally hear about the Costa Rica
 5
      investment opportunity?
6
      A I originally got an email, I believe, from Michael Santos.
 7
      Q Okay. And he contacted you about a possible equity
      investment, not lot purchases, correct?
8
      A Correct.
9
      Q And did you meet with Mr. Santos about the opportunity in
10
11
      person?
      A Say it again.
12
 13
      Q Did you meet with Mr. Santos about the opportunity in
14
      person?
 15
      A Initially, it was just phone calls and emails, and then he
      actually made a trip to Kansas City and I had some acquaintances
 16
 17
      and friends over to listen about the project at my, at my
 18
      house --
      Q Okay,
 19
        -- in Missouri.
 20
 21
      Q After hearing about the opportunity and meeting with
 22
      Mr. Santos, what were your thoughts?
      A I was pretty excited about it, because I like Costa Rica a
 23
 24
      lot. I've been there several times. Had an opportunity to
 25
      invest there and to have the same success that you had in
```

```
Belize, I think would have been -- it would have been a success
2
      there.
3
      Q Okay. So it's safe to say that you had confidence in the
4
      development team and the marketing team, and felt that
 5
      duplicating the similar model in Costa Rica would have been a
      good idea and you wanted to get involved in it?
6
 7
          Yes.
         Okay. Is that -- and then, subsequently, what happen? Did
- 8
      you take a trip to Costa Rica?
 9
10
      A Yes, I believe it was in April of -- was it 2018? I think
11
      it was.
12
           Okay. And you toured the property and liked what you saw
 13
      and wanted to get involved, correct?
14
         Yes, we met.
15
      Q Yes. Is that --
        Several people met there and other investors, potential
 16
 17
      investors --
 18
         Okay. Was that --
      A -- along with you and --
 19
      Q Is that where you first met me?
20
        Yes.
 21
 22
         And again, I introduced myself to you as Andris Pukke,
 23
      correct?
 24
      A
          Yes.
 25
      Q And we discussed my legal issues and we discussed that I
```

```
was incarcerated before?
          Yes, I knew all that --
2
3
           Okay.
           -- before I went.
  4
 5
           Got it. Did you ultimately decide to invest in the
      Costa Rica project?
 6
 7
          Yes.
           Approximately, how much did you invest?
- 8
          Seven hundred and fifty thousand in cash.
9
          Okay. So after touring Sanctuary Belize three times and
10
      even after knowing everything about my legal history, you
11
12
      decided to invest anyway, correct?
 13
          Yes.
 14
           And again, what gave you the confidence to do that?
      A The success that happened in the, in the Belize project,
 15
           Okay. And you envisioned that --
 16
 17
          And the same marketing program, the same thing that worked
 18
      in Belize, I thought would work in Costa Rica and maybe even
 19
      better there.
           Okay. So, at that point, between the lots at Sanctuary
20
 21
      Belize and the Costa Rica equity investment, you had invested,
 22
      approximately, $1.2 million, correct?
 23
      A A little more, but pretty close.
 24
          And at that time, you were very happy with your decision to
      make those purchases and the investment, correct?
 25
```

1 Yes. 2 And I suppose the next thing you know, you're hearing about 3 the FTC lawsuit; is that correct? A Yes. 4 5 Did you read the FTC's allegations in the complaint? 6 A Yes. 7 What were your thoughts on them? At the time, I thought it was a lot of accusations with not - 8 9 a lot of proof. Okay. Did any of them sound like anything you heard or 10 experienced during your three tours at Sanctuary Belize? 11 12 No, not me personally. 13 Okay. I'm sure that you were very concerned, nonetheless, 14 correct? 15 A Absolutely. Did you contact Mr. Santos when you heard the news of the 16 17 FTC lawsuit? 18 A I don't remember if I called him after I -- I got it 19 through an email, I believe. And then I called Michael. 20 Okay. So you guys discussed the situation, correct? Yeah. 21 22 Q Okay. What did he tell you he thought would happen about 23 your investment in Costa Rica? 24 Well, we -- the money that was in the account where all the investors had put the money had -- was still in the account. We 25

- never actually made the investment yet. There was a holdup 2 because of some issues with the seller of the property in Costa Rica, so it got delayed. Because that, it -- we planned on it 3 4 happening, I think, in September and it didn't happen. Then in 5 November, it still hadn't happened. We were getting close to doing it, but this happened, you know, right before we were 6 7 going to make the purchase. And he explained to you that your money was sitting in a - 8 bank account? It hadn't moved --9 10 A No, we thought our money was safe in the bank. We didn't have any idea it could be tied up in the Belize case because it 11 12 has nothing do with Belize. 13 Did you do anything to try and get your money back? 14 Yes. We hired some attorneys in California to represent us, to try to get a freeze on that money so we wouldn't lose our 15 16 money. 17 Okay. And what did they do? 18 They filed a writ with the court to freeze our money. 19 Q Okay. Freeze the money in that account. 20 21 And that was over a year ago, correct? 22 A Yes.
  - 23 And the FTC still has a freeze or has somehow taken that
  - 24 money, correct?
  - 25 A I'm hoping, I'm hoping it's still there.

```
1
                THE COURT: The FTC has a freeze? I thought he said
2
      he sought a freeze?
3
              MR. PUKKE: Yes. They have -- you can explain it.
                THE COURT: Well, wait a minute. Let me understand
  4
5
      it. You said, the FTC froze his money. Is that true?
6
             MR. THEISMAN: Your Honor, it may not be best to speak
      about this in front of the witness, but I can provide additional
 7
      details. The --
- 8
9
             THE COURT: Well, I --
              MR. THEISMAN: If you want to explore it through
10
      questioning, I believe --
11
12
              THE COURT: Well, ask your --
 13
              MR. THEISMAN: -- the name of the company --
14
             THE COURT: Leave aside -- go ahead and ask your, ask
15
      your question again.
      BY MR. PUKKE:
 16
 17
      Q Sorry. So, it's your understanding you hired an attorney
 18
      to try to put a freeze on the account, to secure the money,
 19
      right?
      A Yes.
20
 21
             THE COURT: He was seeking a freeze?
22
             MR. PUKKE: Yes
 23
      BY MR. PUKKE:
 24
         But then you ultimately determined that the FTC actually
      froze the money and your attorney was unsuccessful in doing what
 25
```

```
you hired her to try to do?
2
        Yes, yes.
3
                THE DEPUTY CLERK: Mr. Pukke, can you --
             THE COURT: All right, let's go. Go ahead.
4
 5
      BY MR. PUKKE:
6
      Q I'm sure you're pretty upset about it, but would you like
      to take this opportunity to tell the Court about your feelings
 7
      about the entire situation?
- 8
 9
      A Well, when I heard about the case in Belize, I was very
10
      concerned that, that it -- almost in shock that they could tie
11
      this investment that actually never even got made. The money
12
      was still sitting in the account.
 13
               THE COURT: Are you talking about Costa Rica now?
               THE WITNESS: Costa Rica.
14
15
              THE COURT: Oh, okay.
             THE WITNESS: That the money that was sitting in the
 16
17
      account could be, could be frozen because of something that
 18
      happened in Belize. That I just -- it made no sense to me how
 19
      that could even happen.
20
      BY MR. PUKKE:
 21
      Q Okay.
 22
      A Because there was nothing, it had nothing to do with
 23
      Belize. I'm not been -- I'm not in -- I've never had -- I mean,
      I've done nothing wrong, nothing. And to be able to see a
 24
 25
      freeze --
```

```
1
                THE COURT: All right. I understand.
2
                THE WITNESS: -- to freeze our money is just hard to
3
      believe.
               THE COURT: I understand.
 5
                THE WITNESS: Okay. That's my main point.
6
              THE COURT: There may be an explanation for this.
 7
      We'll see.
8
      BY MR. PUKKE:
9
      Q In a ideal world, what would you like to see happen with
      both, Sanctuary Belize and the Costa Rica project?
10
11
      A Well, as far as Costa Rica, the opportunity is still there.
12
      I'd like to proceed with the opportunity. But if I don't get my
 13
      money back, that's not going to happen, obviously. But I think
      that all the money should be refunded to the investors because
 14
 15
      it has nothing to do with Belize, zero.
           And as far as the other project, I mean, that's -- that's
 16
      why we're in court, I guess. I bought -- I hope it turns out
 17
 18
      good for the owners, me. And whenever that happens, I just hope
 19
      it turns out positive.
20
           Okay.
          Because right now, it's negative.
 21
 22
                THE COURT: All right. I need you to finish up in
      about 45 minutes. We're just in our last sitting, so it's been
 23
 24
      over an hour
 25
              MR. PUKKE: Okay.
```

```
1
      BY MR. PUKKE:
2
           Would you like to see Eco-Futures, the present developer
3
      continuing to develop Sanctuary Belize?
      A I just feel like that, that kind of a project, that the
4
      level that is takes to build a project like that, there's not
 5
6
      very many people can do it. And I think the developer was doing
      okay. I think -- I was happy. I can't see it. I'm afraid
 7
      what's going to happen if the developer doesn't finish it out,
8
9
      because I don't know anybody else that can do it.
      Q So, if we ultimately prevailed in this case, you'd be happy
10
11
      to see us come back and --
      A Yes.
12
 13
           Okay. And I suppose that's because you have a great deal
14
      of faith and trust in the development and marketing teams,
15
      correct?
 16
      A Yes.
17
      Q You testified that you were very happy with your purchases
 18
      at Sanctuary Belize prior to the FTC's lawsuit. Are you happy
 19
      with them now?
      A I'm happy with them, except the situation we're in. Other
20
 21
      than that, I was happy.
 22
      Q Okay
      A Not happy, of course, by what's happening now; nobody is.
 23
 24
      Q Do you feel the FTC's lawsuit has damaged the value of your
 25
      lots?
```

```
1
          Yes.
2
         Any opinion on how badly?
3
               MR. THEISMAN: Your Honor, objection.
                THE COURT: Well, lay a foundation. Has he marketed
  4
5
      it? Has he tried to sell it? Has he assessed the value?
6
               I've heard him say, I never really was interested in
      reselling. So how is it damaged? I mean, lay a foundation if
 7
      you want to pursue this.
- 8
 9
               Do you feel it's damaged your lots? Why? How do you
      know? Have you tried to resale your property?
10
11
                THE WITNESS: I haven't tried, but I understand if you
      don't finish the development out --
12
13
             THE COURT: Well --
14
              THE WITNESS: -- it depletes the value of the lots
              THE COURT: Well, that's an argument.
15
             THE WITNESS: -- because it's not finished.
 16
17
             MR. PUKKE: Okay.
 18
               THE COURT: All right. That's an argument you can
19
      make.
20
               THE WITNESS: You have to finish it.
               THE COURT: But it's not factual.
 21
      BY MR. PUKKE:
22
 23
      Q Final question: If the FTC prevails in the lawsuit, do you
 24
      feel that you'll ever be able to recoup the money that you
 25
      invested?
```

```
1
         No.
2
                MR. PUKKE: No further questions.
3
                THE COURT: All right. Any other cross, Mr. Chadwick?
      Please stay on point.
  4
  5
               MR. CHADWICK: Yeah.
 6
                THE COURT: All right.
                             CROSS-EXAMINATION
 7
      BY MR. CHADWICK:
8
9
          Good morning, Mr. Heiman.
          Good morning.
10
11
          My name is Luke Chadwick.
12
      A
          Yes.
 13
           I'm a defendant in the case. Have we met before,
14
      Mr. Heiman?
      A I don't think so.
15
           No, I don't believe we have.
 16
 17
          We spoke on the phone once.
 18
         Okay. And just a couple questions for you and I believe,
      you kind of answered them. They were asked, kind of, out of
 19
      order, but just based on the multiple tours that you attended,
20
 21
      would you say that the things that were discussed or represented
 22
      during presentations were consistent throughout your visits?
 23
          Yes.
 24
          And based on the multiple times you visited Sanctuary, did
 25
      you see progress from your -- each time you went, was there
```

```
progress from the prior visits?
2
      A Yes, which that was probably, at least, a year in between
3
      each visit.
             THE COURT: Okay.
 4
 5
              MR. CHADWICK: Okay.
6
             THE COURT: We're going to go by question and
      answer --
 7
               MR. CHADWICK: Yes.
- 8
 9
               THE COURT: -- to keep this case moving.
10
               Question.
      BY MR. CHADWICK:
11
12
      Q So you were satisfied with the level of progress the
 13
      developer was achieving?
         Yes.
14
15
         And you would, would you say that you are a satisfied owner
      within the development?
 16
 17
         Yes.
 18
         Were you ever contacted by the FTC, after they filed their
 19
      case, to get your opinion on the development?
      A I had one phone call with -- don't remember his name.
 20
 21
          Was that phone call to solicit your satisfaction level or
 22
      if you had any issues?
      A That was the main reason of the phone call is to -- for me
 23
      to get -- to come here and do this. I wanted to make sure I
 24
 25
      have an opportunity to come and talk about Belize and
```

```
Costa Rica.
2
      Q So that phone call was in connection with you --
      A Being as they lopped it all together, I wanted to come and
 3
      say, they shouldn't be.
  4
 5
      Q Okay.
      A That's what I want to say.
6
 7
      Q But that phone call was in connection with you being a
     witness at the trial, correct?
- 8
     A I discussed it. I discussed that on the phone, but at that
9
10
      time, they didn't feel like -- the FTC didn't want me to come as
11
     a witness.
12
         When was that?
 13
      A Probably, a month ago.
14
         Okay But, but -- so let me just take you back. So when
15
      the FTC filed its lawsuit in November of 2018, were you
      contacted around that time from anybody, from the FTC to
 16
 17
     determine --
 18
     A No.
 19
      Q
         -- your satisfaction level?
     A
20
         No.
 21
      0
         No.
 22
      A I've had very little communication with anybody.
 23
      Q
         Thank you.
          Would you have liked to have been called by the FTC to, to
 24
 25
      solicit an answer from you about your level --
```

```
1
                MR. THEISMAN: Objection, relevance and move to
2
      strike.
3
                THE WITNESS: Yes.
              MR. CHADWICK: I think it's relevant, Your Honor.
  5
               THE COURT: I'll allow it.
             MR. CHADWICK: No more questions.
 6
               THE COURT: All right. Mr. Baker.
 7
              MR. BAKER: No more questions, Your Honor,
 - 8
9
                THE COURT: All right.
10
              MR. THEISMAN: Your Honor, the FTC has questions and
11
      we have some materials to present.
                THE COURT: All right.
12
13
                            CROSS-EXAMINATION
      BY MR. THEISMAN:
14
15
          All right. My name is Benjamin Theisman. I'm an attorney
      with the Federal Trade Commission. It's still good morning, so
 16
 17
      good morning.
 18
           Have you attended any portion of this trial?
        No.
19
20
      Q Have you reviewed any materials regarding what has taken
 21
      place at this trial?
 22
      A No.
      Q You've not gone on Facebook or been a member of Facebook
 23
 24
      groups that have posted updates as to what has been taking place
      at this trial?
 25
```

```
I get on there, occasionally, and just -- you know, look
2
      and it's mostly negative, so I don't look at a lot of it.
 3
          So you have seen some information related to what's been
      going on at this trial, right?
  4
 5
         Not much.
          But --
 6
 7
          I said occasionally.
           But since this trial started taking place on January 21st,
 - 8
 9
      you have been on various Facebook pages and seen some reports as
      to what has taken place during this trial, right?
10
      A A small amount, yes.
11
12
          And you said it --
 13
          But I haven't been on there today at all.
14
          It was mostly negative. What do you mean when you say, it
15
      was mostly negative? Negative in what way?
           Negative meaning harmful to the development.
 16
17
         And specifics, what have you read on Facebook that you
 18
      perceived as being harmful to the development that's took place
 19
      in this proceeding?
      A The small amount that I've seen has just been that, you
20
 21
      know, they think that -- in their belief, I'm assuming, that
 22
      what the developers, you know, didn't -- didn't comply with all
 23
      the things they thought it was going to be. You know and I -- a
 24
      lot of this stuff we've already talked about; promises made,
 25
      things of that nature.
```

- Q So have you read Facebook posts indicating that people have
- 2 come in court and testified that they heard the promises that
- 3 Mr. Pukke asked you about?
  - 4 A I don't know. I don't know of any of that. I don't know
  - 5 who you called for witnesses or anything about the trial.
  - 6 Q Mr. Heiman, have you had any communications with
  - 7 Andris Pukke in the last two months?
  - 8 A No, except for about coming here.
  - 9 Q So, he's spoken with you about coming here and appearing
- 10 here as a witness?
- 11 A Yes.
- 12 Q Has he sent you emails about coming here and appearing as a
- 13 witness?
- 14 A No emails.
- 15 Q Mr. Heiman, you and I have spoken before, have we not?
- 16 A I guess. I think you are the guy I talked to.
- 17 Q And did you not tell me during our previous phone call that
- 18 you, in fact, had at least received one email from Mr. Pukke
- 19 regarding appearing here as a witness?
- 20 A I don't think I said an email.
- 21 Q You don't think there's an email -- you don't think you've
- 22 had any email correspondence with Mr. Pukke?
- 23 A Not that I know of. I've just -- on the phone.
- 24 Q Ever?
- 25 A No. I don't have -- I don't even have his email address,

so it'd be hard to email him. 2 MR. THEISMAN: Just a second, Your Honor. 3 BY MR. THEISMAN: Have you had any text message conversations with Mr. Pukke? 4 5 A Text, yes. 6 Q What sort of --7 Just recently, though, about me coming out here. And what has Mr. Pukke told you in these text messages? - 8 9 A Just mainly when I could come and what day, you know, that he -- that I could be a witness. That was really the main text 10 of it right there. 11 12 Did he discuss at all what he expected you to say during 13 trial? 14 A Not really, just to tell the truth. You say, not really. Did he discuss the topics upon which 15 he wanted you to testify? 16 17 Well, I knew what the topics was going to be about my 18 involvement in Sanctuary Belize, you know, with my lots, 19 Costa Rica. I knew that would be the topic. Q Did Mr. Pukke provide any commentary on those topics in 20 21 these text messages? 22 A No. 23 Q And you -- have you had any phone conversations with 24 Mr. Pukke? A I told you I have. 25

A during those phone conversations, have you discussed with 2 Mr. Pukke the substance of your anticipated testimony? 3 Not so much on the phone, no. All right. So not --4 5 A Not on the phone. The text messages, we were talking about when I could come, what day the judge would let me do my, my 6 testimony. That was really -- that was our main conversation --7 Q Does Mr. --- 8 9 -- the text or voice. 10 Q Has Mr. Pukke ever indicated to you specific facts that he would like you to remember and highlight for the Court? 11 12 Everything I've already told you is what I know about the 13 development. 14 Q Mr. Heiman, has Mr. Pukke ever asked you to highlight 15 specific facts or testimony for the Court? 16 A No. 17 And I believe there's a gentleman in court here. Do you 18 see that gentleman there in the gallery with the beard? 19 A Yes. Have you spoken with him as well? 20 21 Just at dinner. I met him at dinner last night. the first time I've ever met him. 22 23 Do you know what his name is? Q A 24 Yes. 25 What's his name?

```
A It's -- forgot his name now. You know, I just met him last
2
      night.
3
      Q Is his name Brian Maller?
4
      A Yes.
 5
          Have you had any discussions with Brian Maller about the
      substance of your anticipated testimony?
6
 7
      A
         No.
      Q Do you know what connection Mr. Maller has to Mr. Pukke?
- 8
 9
      A No.
10
      Q So, you know, and I just want to -- a couple other items
11
      here.
12
         So you've identified that Mr. Pukke told you about his
 13
      legal troubles and, I assume, this is around the time you went
      to Costa Rica, right?
14
15
      A Yes.
         What did Mr. Pukke tell you were the allegations in the
 16
 17
      AmeriDebt litigations?
 18
          THE COURT: Now, you're saying -- wait a minute now.
      He testified that Mr. Pukke told him about it in connection with
19
20
      Sanctuary Belize. And then as I understand it, yet again in
 21
      Costa Rica. Are you asking about both or one in particular?
 22
              MR. THEISMAN: I thought it was just the latter. So
 23
      let's -- I'll clarify.
 24
          THE COURT: All right.
      BY MR. THEISMAN:
 25
```

Okay. Had you ever met Mr. Pukke before you went to Costa 2 Rica? 3 No. So the only conversations you've had with Mr. Pukke related 4 5 to his legal troubles, whatever they may be, was when you were 6 in Costa Rica, right? 7 Yes. And during those conversations, what did Mr. Pukke tell you - 8 9 were allegations in the FTC's case regarding AmeriDebt? We didn't discuss it that much. 10 11 So you --12 And most of what I knew was what I got off the Internet. 13 So he didn't tell you that the allegations were that there 14 was deception in the advertising of debt relief services? 15 A No, no. And did Mr. Pukke --16 17 I, I -- the Internet has all that on there, so I knew, I 18 knew about that. 19 And what did you think of those allegations? Did you believe those allegations? 20 21 I don't really have an opinion on them one way or the 22 other. You know, I wasn't at any of the proceedings. I can't, I can't make a comment like that. 23 24 Mr. Heiman, what's your position on regulatory agencies 25 with the federal government? Do you believe that regulatory

```
agencies with the federal government have certain biases?
2
      A I've never dealt with any government regulate -- regulators
3
      to make an opinion.
      Q All right. So you don't know one way or the other if the
  4
 5
      allegations in the AmeriDebt proceedings were true or false,
6
      right?
 7
        Not really, no.
      Q Do you have an opinion as to whether it was more likely
8
9
      that they were true or false?
10
      A No.
11
              MR. PUKKE: Objection, Your Honor. He's not a lawyer,
12
      has no idea.
              THE COURT: No, fair enough. Sustained.
 13
14
              Ask another question.
      BY MR. THEISMAN:
15
      Q What did Mr. Pukke tell you about his criminal
 16
17
      conviction -- or here, I'll take it back. How many criminal
 18
      convictions do you understand Mr. Pukke to have?
 19
      A I don't know that,
      Q You understand that it's at least one, right?
20
      A Yes.
 21
 22
      Q Do you know if it's two?
      A No, I don't know that.
 23
 24
           Do you know that Mr. Pukke was convicted of a felony in the
      1990's before AmeriDebt?
 25
```

A No, I don't know that. 2 You don't know the substance of what that conviction 3 related to, do you? A No. 4 5 Did Mr. Pukke tell you about that conviction at any time? A No. The AmeriDebt is all I know about. 6 Q And when you say the AmeriDebt, you think the AmeriDebt 7 also is the criminal conviction? - 8 9 A I'm assuming. 10 MR. PUKKE: Objection, Your Honor. He doesn't have 11 any legal ---12 THE COURT: No, ask -- rephrase the question. Fair 13 enough. 14 I mean, do you know that there was, as an outcome, a 15 criminal conviction in connection with the AmeriDebt case? BY MR. THEISMAN: 16 17 Q Mr. Heiman, do you understand that the FTC, its cases are 18 civil? So, do you understand that the, a criminal conviction would be separate, in a separate proceeding from an FTC? 19 20 A Yes, I understand that. 21 And so, you understood that there was a separate criminal 22 case against Mr. Pukke that was after the FTC's AmeriDebt 23 proceeding, correct? 24 A I think it -- a civil case can turn into a criminal case. 25 Q So that's what you think might have happened with

```
Mr. Pukke?
2
      A Yes.
3
                MR. PUKKE: Objection, Your Honor. He keeps asking
      about his knowledge of the law and --
4
 5
             THE COURT: It's a fair question. Your history is
      obviously relevant to these proceedings. What consumers knew
6
 7
      who are for and against you is relevant. So it's a fair
      inquiry. Overruled.
8
               MR. THEISMAN: Your Honor, I'm only getting into this
9
      because Mr. Pukke raised it during his direct.
10
11
                THE COURT: Oh, no, it's a fair question.
      BY MR. THEISMAN:
12
 13
      Q Mr. Heiman, so did Mr. Pukke ever tell you what his
 14
      criminal conviction, the one that you know about, was?
      A Not in exact words, no. I mean, I just -- what I read is
15
      all -- you know, I read this 10 years ago, so before -- not that
 16
 17
      long ago, 2013, when I bought the first lot, that's when I read
 18
      about it.
      Q Did you understand --
 19
      A A long time ago.
20
      Q Did you understand that the criminal conviction included a
 21
 22
      conviction for Mr. Pukke unlawfully withholding the land that
 23
      currently comprises Sanctuary Belize?
 24
          MR. PUKKE: Objection, Your Honor. That's
 25
      mischaracterizing what that conviction was all about.
```

```
1
                THE COURT: Well, a little specific. I mean, you can
      tell him what the charge was that he pled guilty to. Maybe
2
3
      that's the way to --
               MR. THEISMAN: Your Honor, what I just said is
 4
5
      actually in the information that Mr. Pukke pled guilty to.
                THE COURT: All right. Well, do you have any
6
 7
      information there?
- 8
             MR. THEISMAN: I don't have it in my binder. I
 9
      wasn't -- I didn't think Mr. Pukke would get into his criminal
10
      history with this witness, Your Honor.
             THE COURT: Well, I thought it was obstruction of
11
12
      justice that he --
 13
               MR. THEISMAN: It was, Your Honor. It was obstruction
14
      of justice and the obstruction of justice was in the context of
15
      the receivership, including Mr. Pukke's refusal to turn over
      assets, including land in Belize.
 16
 17
              MR. PUKKE: Disagree with that.
 18
               THE COURT: Well, do you have the --
              MR. THEISMAN: I don't have it physically, Your Honor.
 19
      We can find it.
20
 21
               THE COURT: Ask another question in the meantime.
 22
      BY MR. THEISMAN:
 23
      Q So, Mr. Heiman, you don't know the nature of Mr. Pukke's
 24
      criminal conviction then?
      A Not specific law that he broke, no, I can't say that.
 25
```

```
What is it that you think his criminal conviction was for?
2
      A I don't really know much about the business that he was in,
3
      so it's hard to say what -- you know, marketing. I don't know.
4
      Something in his marketing process. I don't know.
 5
         So you think it might have been a criminal conviction for
6
      unlawful marketing?
         I don't know that there is a crime there. I don't know the
 7
- 8
      law.
9
              MR. PUKKE: Objection, Your Honor. He's stated
10
      numerous times, he has no idea.
11
               THE WITNESS: No.
12
              MR. PUKKE: He's being badgered here to --
 13
              THE COURT: Is the short answer, you really don't
14
      know --
               THE WITNESS: I don't.
15
              THE COURT: -- what he was convicted of?
 16
17
              THE WITNESS: To be honest, I don't.
 18
              THE COURT: All right.
19
             THE WITNESS: I swore to tell the truth. So, that's
      the truth, I don't.
20
      BY MR. THEISMAN:
 21
 22
      Q Mr. Heiman, did you ever take part in a webinar related to
      Sanctuary Belize?
 23
 24
      A I may have signed up for one, but it was after I purchased
 25
      my first lot.
```

```
But before you purchased your second lot?
2
         I can't tell you the timeframe it was. I mean --
3
      Q Could it be that you took part in a webinar in 2013?
  4
      A Possibly.
 5
          Would that webinar --
         But I made my first purchase in January of 2013, so it
6
      would have had to be after that.
 7
- 8
      Q
         Correct.
 9
      A
          Okay.
10
        Shortly after your first purchase, right?
11
      A Yeah.
         So then it would have been before your second purchase,
12
 13
      right?
14
          Correct
      Q And do you remember if that webinar was hosted by
15
 16
      Luke Chadwick?
 17
        I don't remember.
 18
      Q All right. Here, you have a binder in front of you and
 19
      here, just a second, I'll make -- change the source so we can
20
      see it on the screen as well. If you could turn to PX 1786.
      It's a large document. There's a number of tabs to help with
 21
 22
      the page numbers.
 23
          Mm-hmm.
 24
         Are you there with me, Mr. Heiman?
          1786, yes.
 25
      A
```

```
All right. And the page, we'll just discuss what's on the
2
     first page, briefly because you're not on this document, right?
3
     You've never seen this document before, I assume, right?
          It's not a trick question?
 4
5
         Yeah, this is an email that went out to the, to the
     investors in Costa Rica.
6
         No, I'm looking at PX 1786.
 7
         1786. Oh, wait a minute.
- 8
9
     Q Make sure we're on the right document. It's also displayed
     on the screen if that will help you make sure you're looking at
10
     the correct document. On the screen right there in front of
11
12
     you.
13
          Oh, over here.
14
          Between you and I, Mr. Heiman. Do you see that document?
15
     Is that the same document you're looking at in the binder?
16
         Yes.
17
     Q All right. And again -- and it's not a trick question.
18
     You're not on this document, right? You didn't receive this
19
     email?
         Not that I'm aware of, no.
20
21
         But for the record --
22
     A I was on the page before you and it was from Costa Rica
23
     Q So from what you could tell, this would appear to be an
      email from somebody named, Brian Maller to a number of people,
24
25
      including Luke Chadwick, right?
```

```
A I see his name at the top, yes.
2
         All right. And the subject of this email is, Webinar
3
      Attendees List. Did you see that?
  4
      A Yes.
 5
         And the subject -- the only content in the email for
6
      Mr. Maller is attendees, correct?
 7
             MR. PUKKE: Your Honor, objection. He's not on the
      email.
- 8
 9
             MR. THEISMAN: I'm going to get there, Your Honor.
10
              THE COURT: All right. Overruled.
11
      BY MR. THEISMAN:
      Q All right. Now, Mr. Heiman, if we move to -- there's a tab
12
      and make sure to indicate where page six of this document is.
 13
14
      You want to -- let me know when you're there.
15
         Is that the right page?
           All right. I think we -- yeah, there we are. Are you
 16
 17
      there with me, Mr. Heiman?
 18
      A I've got a tab on six. Is it the front side or the back
19
      side?
20
      Q I believe it would be the back side of the page, sir.
 21
      A Okay.
22
      Q And it's also there on the screen in front of you because
 23
      it -- I know it's small.
 24
      A Okay
 25
      Q And we see at the top, that's your name, is it not?
```

1 Yes. It says, David Heiman and it indicates, Attended? Yes. 2 3 Do you see that? A 4 Yes. 5 And when you look at the joined time, it looks like you joined something on February 7th, 2013, correct? 6 7 That's what it says. And when we look at the in-session duration, it looks like - 8 9 you were in session at whatever this is for 134.77 minutes, 10 right? 11 A Okay. 12 Q Does this help refresh your recollection as to whether or 13 not you took part in a webinar? A I told you, I remember doing a webinar, but I don't 14 recollect the time or anything. But evidently, if this -- if 15 this is correct, it is, yes. 16 17 Q Okay. And then during these webinars, do you have any 18 recollection if people who are participating in the webinars can 19 submit questions? So, for instance, could a consumer while 20 they're attending this webinar at their computer, listening and watching, could they type in a question that might be answered 21 22 by, for instance, Mr. Chadwick live during the webinar? Is that something that could take place? 23 That's the way a lot of webinars work, yes. 24 Q And so that's --25

An interactive webinar. 2 So you understood that this was an interactive webinar in 3 that way, right? 4 A I'm assuming it was. 5 All right. Q A Because it says, questions and answers. 6 All right. Let's go to -- there should be a tab indicating 7 8 page 12. Do you want to go to page 12 with me? And if we look at the -- there's two items here. Let's highlight the one at 9 the bottom, which is Dawson, Bruce, the entirety of that. Are 10 you there with me, Mr. Heiman? 11 12 A Yes. 13 And it indicates here, at least, to the extent that this 14 document is accurate that Mr. Bruce Dawson asked during the 15 webinar, "What are your plans for golf at the Sanctuary?" Did I read that right? 16 17 A You highlighted it, yes. 18 Q The words I read are, are correct? That's what's reflected on this document, right? 19 20 A Mm-hmm. 21 All right. Now, let's look at page 13 and we'll look at 22 the item at the top. So here we have some information related 23 to somebody that, at least, appears to be William Gordon. Are 24 you there with me, Mr. Heiman? A Yes. 25

```
1
           And Mr. Gordon also appeared to ask a question, at least as
2
      far as this document is accurate. And his question was, quote,
3
      Understandably your prices keep going up as your project catches
      on. If I had the funds early on, I could have had a home on the
  4
  5
      water for under $400,000. Where would you say you are today
      with the same home on the water, under $500,000, under $600,000?
  6
      I am talking about a Sapodilla Ridge location or any other
  7
      available water area.
  8
 9
           Did I read that right?
10
          Yes.
           And you had purchased a home or a lot on Sapodilla Ridge,
11
12
      correct?
 13
           Correct.
14
           And I believe it was previously your testimony that you --
15
      and correct me if I'm wrong, that nobody ever told you anything
      about increasing property prices or increasing property values
 16
      at the time that you purchased?
17
18
           No, no.
19
        That was your prior testimony, right?
20
                MR. PUKKE: Objection is rule of completion. These
 21
      are questions. They're going unanswered. So they're simply
 22
      questions that were presented to, I guess, Luke, who was running
 23
      the webinar, but -- and I could also say that -- or Luke could
 24
      explain, there were so many questions coming in, it's impossible
 25
      to answer at the same time.
```

```
1
                THE COURT: Well, I'll give you a chance to redirect.
2
      You can call him back.
      BY MR. THEISMAN:
  3
  4
          That's true. But, Mr. Heiman, when we look at the document
 5
      it indicates, unanswered, right?
 6
      A Yes.
 7
      Q And we can spend some time looking at this document, but I
      can help and I can represent for the Court that they all
 8
9
      indicate unanswered. But I think you had also testified that
      this, this was an interactive webinar where people could submit
10
      questions, right, or is your testimony different now?
11
12
      A No, I'm saying that if you -- if you read that, it says,
 13
      registration, question and answers. Now, obviously, you know,
14
      I'm not -- this is not the only webinar, I'm sure.
15
      Q Did, did Mr. Chadwick during the webinars answer questions
      orally rather than in typing?
 16
 17
        I think the questions had to come from, from -- he had to
 18
      type in, I assume.
 19
           Mr. Heiman, that's not responsive to my question.
20
      A
         Okay
 21
      Q I asked you, if the questions were asked of you, were asked
 22
      with typing, would Mr. Chadwick's responses be oral through the
 23
      webinar?
      A I don't know that. I, I -- maybe. I don't know.
 24
      know, he could do it orally or typed, either way, I guess.
 25
```

```
don't run webinars, so I'm not an expert.
2
      Q So you -- is it -- so how would they have been answered
  3
      then? I think you said, it was an interactive webinar. So, in
      what way was it interactive, Mr. Heiman?
  4
 5
               MR. PUKKE: Your Honor, he testified already. This is
      six or seven years ago. He says he doesn't remember. He
6
 7
      continues to ask the man questions --
               THE COURT: Well, if you don't remember, that's your
- 8
9
      answer.
10
               THE WITNESS: Yeah, that's right.
11
               THE COURT: All right. Ask another question.
12
               THE WITNESS: I don't know how the questions were
      answered. It could have been typed. It could have been oral.
13
      I don't know.
14
15
               THE COURT: All right. Ask another question.
      BY MR. THEISMAN:
 16
 17
         Here, we'll stay on this. We'll stay on this document on
 18
      the screen, but I'm going to move quickly back to another topic.
 19
          Mr. Heiman, you've been handed a document that has now been
      marked as PX 1788. Do you see that?
20
 21
        Yes.
 22
          And here -- and I'm going to change sources.
 23
               MR. THEISMAN: Oh, can you show it, Charles?
 24
             All right. Let's show PX 1788.
 25
```

BY MR. THEISMAN: And previously, I asked you if you had ever had any email 2 3 correspondence with Mr. Pukke, didn't I? A Yes, you did. 4 5 And your answer to me was, no, wasn't it? 6 Well, Michael Santos was the -- was the email contact on this and he sent this out to the other investors. 7 Mr. Heiman, I think if we look at this document, we see on - 8 9 December 16th, 2019, Andris Pukke wrote an email. And again, Michael Santos was copied on it, but Mr. Pukke wrote that email, 10 11 did he not? A He responded, "Thanks Michael." 12 13 Correct, he did. And you were copied on that email as well, weren't you, Mr. Heiman? 14 15 A Yes. And you responded to the email, didn't you? 16 17 Yes. 18 And you responded to Mr. Pukke, didn't you? 19 Yes, but Michael was the -- he was -- Michael was the one that originated the email from what I can see. 20 21 Mr. Heiman, didn't you also tell me during our conversation 22 about a month ago that you had, in fact, had email correspondence with Mr. Pukke? 23 24 It was with Michael, originally. And then I -- he copied in all the other, you know -- he copied in Darren, you know, 25

Darren Christian is on the email too. 2 Mr. Heiman, do you remember if there was another FTC 3 employee on the call that you had with me? I don't recall that, no, but I don't know. 4 5 All right. Q A I wasn't, I wasn't -- I wasn't on the other end of the 6 7 call, so I don't know who was on the call. Now that we're on -- looking at PX 1788 and it's this - 8 9 email, maybe I'll ask it this way: Did you have any other email correspondence with Michael Santos on which Mr. Pukke might have 10 11 been copied? I don't remember. I get hundreds of emails. 12 13 So, it could be that you had email correspondences with -on which Mike, Andris Pukke is copied discussing the substance 14 of your testimony today. That's possible? 15 Before, before this? 16 17 No, at any time, Mr. Heiman. 18 A Not that I recall. And when we look at this email, is Mr. Pukke asking for you 19 to testify? Is that what he's writing on December 16th, 2019? 20 21 Isn't that the gist of what that email is? 22 A It was discussed. It was discussed, yes. 23 And he was actually asking you to testify, right? 24 The main reason I came here to testify is because of -- not only what I -- the potential losses I'm going have in Belize, 25

```
but the potential loss of the 750,000. That's why it's
      important for me to talk about that. That's the main reason I
2
 3
      came here.
      Q All right. Let's go back to PX 1786. That was the large
 4
5
      document regarding the webinar and we were on page 13. Let's go
6
      to -- let's stay on page 13 actually. Let's look at page 13
7
      again and let's now look at the bottom part.
           Do you see this with Mr. Dan Garard? Do you see that,
- 8
      Mr. Heiman? You there with me?
9
      A Yeah, he's the one asked the question.
10
      Q All right. And Mr. Garard appears to be commenting on what
11
      took place in the webinar. And he writes -- or at least, here
12
 13
      it's identified as a question:
14
           "FYI, the hospital is about three years away. I've been in
15
      contact with Placencia about the hospital, Dan."
       Did I read that right?
 16
 17
      A Yeah, that part you read right. So Dan, is Dan -- he asked
 18
      the question?
 19
          That's what this document appears to indicate, doesn't it,
      Mr. Heiman?
20
 21
      A I've been in contact with Placencia about the hospital.
 22
              MR. PUKKE: Objection, Your Honor. That's -- it's not
 23
      a question. That's, that's --
 24
               THE COURT: I agree, I agree. The document --
 25
               THE WITNESS: It says, FYI.
```

```
1
                THE COURT: No need to comment further.
2
              Next question.
3
      BY MR. THEISMAN:
      Q All right. Let's look at page 16.
 5
              MR. THEISMAN: Actually, no, let's do page 15.
      sorry, Charles. Let's do page 15.
6
 7
      BY MR. THEISMAN:
           And let's look at the, the part at the bottom with
- 8
 9
      Mr. Larry Raimondi. Are you there with me, Mr. Heiman?
10
          Yeah. Will you blow it up so I can see it?
11
          Do you see that?
12
          That's the name at the top, yes.
 13
           And the question is: "This is Laura. What are the major
14
      hospitals in the area and is there hypobaric chamber available
15
      for people that get the bends?"
          Did I read that right?
 16
 17
      A Yes, she asked the question.
 18
      Q And we see there's another question below that. "This is
      Laura. Without the proper facilities on site like a hospital,
 19
      veterinary --
 20
 21
           Then it stops, right?
 22
      A
         Mm-hmm.
               MR. CHADWICK: Objection, Your Honor. These are just
 23
 24
      typed in questions. I don't know if they were submitted before
      the webinar, during the webinar. There's no indication as to
 25
```

```
when these questions were submitted. There's no -- I can get my
2
      personal --
             THE COURT: Well, they're dated, aren't they? I mean,
  3
      they appear to be dated, February 7, 2013.
  4
 5
               MR. CHADWICK: Correct, but what I'm saying, Your
6
      Honor, is it was possible that people could submit questions
 7
      beforehand or during the webinar. There's no indication that
      these questions were ever answered.
- 8
9
                THE COURT: Well, it doesn't look like those
10
      particular questions were answered.
11
                MR. CHADWICK: Certainly, not, not written.
                THE COURT: And I'm not sure why that's an objection
12
 13
      to the fact that the questions were asked.
14
               MR. THEISMAN: Your Honor, I think I want to object
      here because I think there's a candor to the Court issue with
15
      Mr. Chadwick's objection right now regarding whether or not
 16
 17
      these question were answered, because I believe Mr. Chadwick has
 18
      personal knowledge as to whether or not any of these questions
 19
      would be answered in writing.
               THE COURT: Meaning what? He -- tell me what you mean
20
 21
      by that.
 22
              MR. THEISMAN: Mr. Chadwick, to the extent he answers
      questions during webinars that he would have presented would
 23
 24
      have answered them orally. He would not have written back. He
 25
      would have accepted questions that were typed and then answer
```

```
them orally.
2
                THE COURT: So if they asked him about the hospital,
3
      he would have given an oral response?
                MR. THEISMAN: Eventually, depending on which
  4
 5
      answers -- questions he answered.
              THE COURT: But it wouldn't have been typed?
 6
 7
              Sit down, Mr. Pukke.
- 8
               MR. THEISMAN: And the only reason I raise this right
 9
      now is because Mr. Chadwick, in the way he's posing his
      objection is problematic and it raises an issue as to whether or
10
      not Mr. Chadwick should be put under oath to answer these types
11
12
      of questions given the nature of his objection.
 13
                MR. CHADWICK: All I'm saying, Your Honor, is there
14
      is -- there's no indication that these questions were ever
15
      answered. Maybe they were or maybe they weren't. I had people
      helping me on these webinars. I did not -- there was people
 16
 17
      assisting while I'm presenting. I have people assisting, kind
 18
      of, going through questions. So it's no indication as to out of
      all the questions submitted by all of the attendees, which ones
19
20
      were even flagged to be, to be answered.
                THE COURT: All right. Well, look --
 21
 22
               MR. CHADWICK: You just, kind of, establish which
      questions were or were not asked and answered.
 23
               THE COURT: Look, I'm in this situation. We're in
 24
 25
      trial. This is the day of the fair. There was -- the evidence
```

```
offered shows a question and it's not answered. That's what
2
      I've got.
 3
             Now, whether Mr. Chadwick or someone along with him
      made an oral answer that says something else, maybe, but we're
  4
 5
      not going to go back and revisit that now.
6
             MR. THEISMAN: Your Honor, I believe --
 7
               THE COURT: You have what you have in this document.
             MR. THEISMAN: I would point out, Your Honor, though,
- 8
      that it is a lack of candor to the Court if Mr. Chadwick
9
      represents to the Court something that's false.
10
11
                THE COURT: Well, unless you can --
12
                MR. THEISMAN: And he indicates that it's unanswered,
 13
      that that means it wasn't answered.
14
               THE COURT: Well, you're not saying that.
15
              MR. CHADWICK: I'm not saying that, Your Honor.
               THE COURT: It may have been answered orally.
 16
17
             MR. CHADWICK: I'm just saying, we don't know which
 18
      questions were actually --
 19
                THE COURT: Well, no, it says, "unanswered" but I --
      is your so-called candor that it may have been answered orally
20
 21
      and simply wasn't transcribed.
              MR. CHADWICK: Yes.
 22
 23
                THE COURT: All right. Well, let's move forward with
 24
      that.
 25
               MR. CHADWICK: Yes.
```

```
1
                MR. PUKKE: One more quick thing. I believe the FTC
      has recordings of the webinars. So if they were answered
2
3
      orally, they'd be on the recordings.
                THE COURT: I don't know what -- I mean, the
  4
 5
      evidence -- I've got to deal with what's in front of me.
      can't speculate about what's out there. Right now, it says,
6
 7
       "unanswered". Could have been answered orally. Don't know what
      the answer was.
- 8
 9
               MR. THEISMAN: Let ask Mr. Heiman.
      BY MR. THEISMAN:
10
11
           Mr. Heiman, were any questions ever answered by
      Mr. Chadwick during this webinar?
12
 13
               THE COURT: Or whomever was asking?
14
                THE WITNESS: I don't recall that far back. I mean --
15
      BY MR. THEISMAN:
          So it could be that there was a webinar in which you took
 16
 17
      part in, in which things such as increase in property values,
18
      the existence or non-existence of a golf course, hospitals and
      the availability of medical facilities were all discussed?
19
      A I see these questions being asked. That's all I see, but I
20
      don't -- it didn't happen to me. I bought the lot before this
 21
 22
      even happened, so.
 23
           Do you remember anybody during your interactions either on
 24
      this webinar or on a tour ever asking whether or not there was a
 25
      timeline for the completion of the amenities?
```

```
Not a specific timeline. Just that -- what was planned,
2
      but no specific timeline, not to me.
          What do you mean by, "what was planned"?
  3
      A I, I saw a master plan of the whole development that
  4
 5
      showed, like, the beach club, the marina, of course, and what,
      you know, what was going to go in the marina. That, you know,
6
 7
      they were -- it was going to be for large yachts to come in
      there, large enough slips for a yacht, services for yachts.
- 8
9
      Q So, Mr. Heiman, you took part in a webinar, at least, one
      webinar and you attended multiple tours and you don't remember
10
11
      anybody -- hearing that there would be amenities and you don't
12
      remember anybody saying, well, when are those amenities going to
 13
      be completed?
 14
      A I never heard anybody else talk about it. Maybe I asked
      the question, but I don't remember.
 15
          I'm not saying you necessarily asked the question,
 16
 17
      Mr. Heiman. What I'm saying --
 18
      A I never heard -- I never heard the timelines discussed, no.
      Never heard a timeline discussed.
 19
          So if people --
20
 21
          And I don't get into other peoples' business when they're
 22
      talking about what they're doing. I don't get into other
 23
      people's business.
 24
             THE COURT: All right. Ask a question.
              MR. THEISMAN: Let's go to page --
 25
```

```
1
                THE COURT: Ask a question.
      BY MR. THEISMAN:
2
 3
      Q Let's go to page 30 of this document, which is the last,
 4
      last item we'll talk about with this document. And let's look
5
      at the, the item -- the bottom part, Allen Monroe?
             THE COURT: Page 30?
6
 7
              MR. THEISMAN: Page 30, Your Honor.
     BY MR. THEISMAN:
8
9
      Q And we have Allen Monroe and here he asks or, at least,
      purports to ask as far as this document is accurate:
10
11
           "Luke, what is the projected timeline with all the
12
      amenities being completed?"
13
          Sorry, he asked it more than once. So he also says -- so
      he asked it first at the top. You see the second question down?
14
15
          "Luke, what is the projected timeline with all the
      amenities being completed?"
 16
17
         And then he ask it again:
 18
           "Luke, when is it projected for all the amenities to be
19
      completed; i.e., golf course, marina, landing strip?"
20
       Do you see that, Mr. Heiman?
      A I see it, yes. I see, "unanswered", but it doesn't mean he
 21
 22
      did do it verbally. I don't know.
      Q Right. Now -- and you also indicated that you invested in
 23
 24
      Costa Rica, right, in the Costa Rica development?
 25
      A Right.
```

You invested a significant amount of money, right? 2 Yes. 3 And this investment was based on or at least, was the result of some correspondence from Mr. Michael Santos, right? 5 A Correct. Q Let's look at PX 1787. It should be the last exhibit in 6 7 the binder. Are you there with me, Mr. Heiman? A Yes. - 8 Q And so, at least, this document -- I don't expect you to 9 have ever seen this document. You're not necessarily on it, but 10 it, at least, purports to be an email from Michael Santos to 11 Andris Pukke, right? 12 13 Yes. 14 And it says, Costa Rica prospectus list. Do you see that, Mr. Heiman? 15 16 Yes. 17 Q And Mr. Santos is indicating that he'll be sending an email 18 to the people on a list below this, right? 19 Yes. A And we see your name is number 16, right? 20 21 Yes. 22 And then when we go the third page of this document, we see 23 the draft email that Mr. Santos attached to this. You can take 24 a moment. I'm going -- and then I'll ask some questions. So, if you can review this a second, I would appreciate that. And 25

```
look up at me when you finish reviewing the -- at least this
2
      page.
 3
        Okay.
           Do you remember receiving an email like this from
  4
 5
      Mr. Santos?
6
          Yes.
          All right. Do you remember if it -- and again, this isn't
 7
8
      the copy that you received, but when I say like this, do you
      remember it having the words that we're looking at here?
9
10
          It was similar, but I can't say it's exact.
11
           All right. So let's look at the paragraph that starts, the
      volatile stock markets, highlight that.
12
 13
           You there with me?
14
          Yep.
         So this paragraph reads:
15
          "The volatile stock markets and low bond yields that we're
 16
      all experiencing these days have created a great deal of
 17
 18
      investment anxiety and uncertainty. As a result, Buy
 19
      International continues to seek alternative investments that
20
      offer high upside potential and minimal downside risk for our
      clients. And I truly believe that Rancho Del Mar is that type
 21
 22
      of opportunity."
 23
           Did I read that right?
 24
        Yep.
        I did?
 25
```

```
1
           Yeah.
           And Rancho Del Mar, is that the development you ultimately
2
3
      invested in?
      A Yes.
  4
 5
         So this is --
           We didn't invest in it because the transaction never
 6
 7
      happened.
- 8
           All right. Let's --
9
          Potential, yes.
10
           All right. Let's look at the next paragraph.
11
           Well, here, before we move on, you remember receiving an
12
      email with language similar to the language we just read, right?
 13
          Similar, but I can't say it's exact.
14
          And here we see this paragraph reads:
15
          "The developers contractual relationship with Buy
 16
      International makes this opportunity especially exciting as we
17
      anticipate selling out the entire project within five years."
 18
          Did I read that right?
 19
          Yes, it says, "anticipate".
          It does, but I --
20
 21
         That's not guaranteed.
 22
      Q I used the word anticipate when I read it, didn't I?
 23
      A
         Okay.
         So I read it correctly, right?
 24
 25
      A
           Yes.
```

```
And you received a, some sort of letter or email from
2
      Mr. Santos with language similar to that, right?
  3
           Yes.
          All right. Now, let's look at the next paragraph and this
  4
      paragraph reads:
 5
           "At an average price per lot of more than $230,000, on the
6
 7
      project's 1500 lots, Rancho Del Mar will generate a total
      revenue pool of nearly $500 million. Equity participants will
8
9
      enjoy an outstanding return on investment from the more than
      $350 million of free cash flow that the project will generate.
10
11
      That represents a total return of over 5X and an annual return
12
      for over 20 percent for the founding investors."
 13
           Did I read that right?
14
          Yes.
15
          Is that consistent with the representations you recall
      Mr. Santos making?
 16
 17
          Yes, it's similar.
 18
          And here, just so that we can maybe help draw a connection
 19
      between your various investments?
          They're basing these off of, of Belize numbers.
 20
 21
           And here, I'm going to identify something else. So, you
 22
      actually used at least part of one of your investments on a
 23
      Sanctuary Belize lot as your investment in the Costa Rica
      development, right?
 24
      A No, it was all cash.
 25
```

```
Let's look at PX 1783. The bottom line, the bottom email,
      is that -- that's an email from you to Michael Santos, right?
2
3
           Yes.
          And it says:
  4
  5
           "We will be investing $750,000 cash in the Rancho project.
      We own two lots in The Reserve that are paid for. We would like
6
      to trade lot SR 035 as an additional equity in the project."
 7
8
          Did I read that right?
 9
          Yes.
10
          Did you ultimately do that?
11
          No, because the transaction never went through.
12
          By the transaction, you mean, the purchase of the land in
 13
      Costa Rica, right?
14
         The purchase of the land in Costa Rica, yes, that's what
15
      we're referencing, right?
 16
          Right.
 17
           No, what we're talking about is your investment in the
 18
      company that was going to purchase land, aren't we?
 19
           No.
      A
           Didn't you have an agreement that your --
20
 21
           It was a totally separate investment.
 22
           Mr. Heiman, if you could wait until I --
 23
      A
          Okay.
 24
           -- finish asking my question?
 25
      A
           Yeah.
```

```
1
           Please. Didn't you have an agreement where whatever equity
      you had in lot SR 035 would be deemed part of your equity
2
3
      investment in Rancho Del Mar?
      A I had asked for that.
 4
 5
          Let's look at PX 1784. And here, we have a, again, a
      series of emails. And let's look at, look at the second and
6
 7
      third email together. Does this refresh your recollection as to
      whether or not this offer of converting certain equity into an
- 8
9
      investment in Rancho Del Mar was ultimately approved?
          Say the question again.
10
           Does this refresh your recollection as to whether or not
11
12
      your negotiations and agreement with Andris Pukke and others to
 13
      convert your equity in one of your lots in Sanctuary Belize into
14
      an equity investment in the Costa Rica project was ever
15
      approved?
           This correspondence is to Michael Santos.
 16
 17
          Mr. Heiman, when we look down below, do we not have an
 18
      email from you, again, to Michael Santos and you write:
           "Hi Michael, that sounds good. Thanks for confirming that
 19
      with Andi."
20
 21
           Did I read that correctly?
 22
      A
          Yes.
 23
          That's an email that you wrote, is it not?
      A
 24
           Yes.
 25
          And when we look at the email that Michael Santos wrote to
```

```
you, which is the one below that.
2
      A
         Okay.
3
         It reads, "Hi, David." And the David is you, correct?
  4
      A Yes.
 5
          "Just wanted you to know that I connected with Andi today.
      He says, you're confirmed for the $1 million equity in Sapodilla
6
 7
      Ridge in exchange for the 750K investment. When you send the
8
      750K wire, that will go into escrow. The documents will reflect
      that you have $1 million in equity in the Rancho Del Mar project
9
      in Class A shares."
10
11
           Did I read that right?
12
      A
        Yes.
 13
          And that is an accurate statement of what the agreement
 14
      was; was it not?
 15
      A I had asked for that because I wanted, I wanted -- I had
      the extra lot and I wanted to put more equity in Costa Rica. I
 16
 17
      had asked them for that.
 18
      Q And here we have an email in which they agreed that that
      would be the case, right?
 19
      A Yes.
20
 21
           And those are the questions I'm asking. I'm asking you if
 22
      that was the agreement, right?
 23
      A
          Yes.
 24
          And so that was the agreement, right?
           Okay, but I'm just telling you, it never happened. So
 25
```

```
1
      we're talking -- we're reflecting back on something that didn't
2
      even happen. I don't -- I don't see your point.
  3
                THE COURT: No, but you're not here to do that.
               THE WITNESS: No, I don't see the --
  4
  5
                THE COURT: No, look, I've given you latitude to vent.
 6
                THE WITNESS: Okay.
 7
                THE COURT: Now, most of what you've said is
      irrelevant, frankly, to this lawsuit, but it's not your position
- 8
9
      to question the questioner about things that you want.
               THE WITNESS: Okay.
10
                THE COURT: It's a law case. There are ways to
11
12
      proceed and just talking about your views is not the answer.
 13
      Respond to the questions.
14
             Mr. Pukke can redirect you later.
15
                THE WITNESS: Sorry, Your Honor,
      BY MR. THEISMAN:
 16
17
      Q And so here, during Mr. Pukke's direct examination, you
 18
      indicated that you're aware in the past people have made
 19
      allegations, whether or not you believe them or not, but people
      had made allegations of improper marketing efforts by the folks
20
 21
      that were marketing Sanctuary Belize, right?
 22
      A Yes, yes.
 23
          And you're also aware of Mr. Pukke's legal history to some
 24
      extent, right?
 25
           Yes.
```

1 And you also understood that if you invested in the Costa 2 Rica development, to the extent you would make money, you would 3 make money based on the marketing efforts that the marketing team for the Costa Rica project would, would conduct, right? 4 5 Yes, it would be modeled similar to Belize. 6 And you understood that the -- at least one of the 7 individuals involved in those marketing and sales efforts would be Mr. Andris Pukke, correct? - 8 9 Yes, on the Costa Rica project, yes. What did you understand --10 A Because I met him in Costa Rica. 11 12 What did you understand Mr. Pukke's connection to Sanctuary 13 Belize to be? 14 A I didn't really know hundred percent. I don't know that 15 much about -- you know, I don't know the inside workings of their company, so I don't know. 16 17 When you met with Mr. Pukke in Costa Rica, what did Mr. 18 did Mr. Pukke ever tell you what his connection was to any of 19 the companies or marketing companies or development companies related to the Sanctuary Belize development? 20 I don't think we discussed that. 21 22 Q It just didn't come up? 23 No, we were talking about Costa Rica. 24 Did you think that you were dealing with people who were completely separate from the Sanctuary Belize development? 25

1 No. 2 Q So, who is that you thought you were talking with? I don't understand your question. 3 You thought you were talking with people who had something 4 5 to do with the Sanctuary Belize development, right? 6 A Yes, I knew that. 7 What connection did you think the people you were dealing with had to the Sanctuary Belize development? 8 A The marketing, the marketing. 9 And so you were there to look at lands to purchase and you 10 11 thought you were there with the marketing team? 12 THE COURT: Ask another question. Ask another 13 question. BY MR. THEISMAN: 14 15 Q So when you made your investment in this Costa Rica development, did you ever ask who owned the Costa Rica 16 17 development or who would be the owner of the development 18 company? 19 The LLC that we formed. And did you ever ask who would be the owners or members of 20 that LLC? 21 22 A Yes. 23 And what were you told? 24 A I don't remember exactly who all the owners were going to be, but I assumed all the, you know, people that were on the 25

- 1 tour with us; Andi, Brandi, I don't know her ownership, Kazazi.
- 2 Q And you were --
  - 3 A They're part of, they're part of Newport Land Groups, but I
  - 4 don't know who, you know -- that's all I can tell you.
- 5 Q And you understood that those people also had some, sort
- 6 of, ownership interest or some sort of connection to Sanctuary
- 7 Belize?
- 8 A Yes, yes.
- 9 Q Did you ever ask who owned the marketing, the company that
- 10 was going to do the marketing for the Costa Rica development?
- 11 A Say it again.
- 12 Q Did you ever ask who would be the owner of the company that
- 13 was going to do the marketing for the Costa Rica development?
- 14 A I assumed they were all owners.
- 15 Q So all the people you, you spoke with, you assumed that
- 16 they were all owners of the marketing company as well?
- 17 A I assumed it, but I don't know. I've never seen the
- 18 company document, so I can't respond to that 100 percent.
- 19 Q And you mentioned another company, Newport Land Group?
- 20 A Mm-hmm.
- 21 Q Just a couple seconds ago. What was Newport Land Group?
- 22 A What were they?
- 23 Q Yeah, what is Newport Land Group?
- 24 A Like I said, I don't know exactly what they do. I don't.
- 25 Q Does it have any relevance at all to your testimony?

```
A I'm sure it does, but --
      Q In what way, Mr. Heiman?
2
      A I don't know how to answer your question because you're --
  3
      you want me to detail answers about who the ownership is and I
  4
 5
      don't know that.
      Q I'm just asking you, what is -- does Newport Land Group
6
      have anything to do with either Costa Rica or Sanctuary Belize?
 7
8
      A Yes.
9
         What?
      A I don't know that. I don't know that.
10
11
                THE COURT: You say it does, but you don't know what
      it is?
12
13
               THE WITNESS: I don't know -- I'm saying, I don't know
14
      what the total relationship is of the two projects, you know,
      Belize and Costa Rica. I don't know that. I'm not privy to
15
      that information, so how could I answer that.
 16
 17
      BY MR. THEISMAN:
 18
      Q Do you understand that the money that you had contributed
 19
      for the purchase of the land in Costa Rica was held by Newport
      Land Group?
20
 21
         Yes, because we wired the funds to a Bank of America
 22
      account.
 23
      Q Okay.
 24
      A With the Newport Land Groups' name on it. It was held in
 25
      escrow in that account.
```

1 And after the FTC filed this case, you knew that there was 2 some sort of Temporary Restraining Order or an injunction 3 relating to the companies associated with Sanctuary Belize, 4 right? 5 Yeah, I learned that in November. 6 Q And you knew that that was emanated from an order from this 7 court, here in Maryland, right? A I'm sure I read -- you know, I got that the court -- the 8 9 case emailed to me. 10 And did you, you and some other people hired attorneys in California, right? 11 Yes. 12 A 13 And you hired those attorneys and you had them file a 14 lawsuit in California state court in order to obtain assets held 15 by Newport Land Group, right? 16 Yes. 17 And here, and I don't want to infringe on attorney/client 18 privilege, but did anybody ever tell you whether or not those assets were subject to the orders of this court and what effect 19 that may have had on the legality of the proceeding that you 20 21 brought in California? 22 A Did anybody ever tell me that? 23 Yeah. Q 24 Well, obviously, when you're trying to freeze assets, 25 that's -- yes, that's a concern for me when it's my money.

```
1
           Did anybody ever tell you that the orders from this Court
2
      required that if anybody wanted to challenge the collection of
3
      assets by the receiver in this case, that that proceeding would
      need to be brought in this case, in this court and in no other
  4
 5
      court?
6
      A I think I learned that later. We assumed that -- I don't
 7
      know if I assumed or who assumed it, but the money was held in a
      bank in California.
- 8
 9
          So, but you --
          So we assumed we went through the California court.
10
11
               MR. PUKKE: He's asking questions about what the
      attorney he hired decided to do with his case. He has no idea.
12
 13
               THE COURT: I agree.
14
              MR. PUKKE: This is ridiculous.
15
               THE COURT: How much more?
                MR. THEISMAN: Not very much at all, Your Honor.
 16
 17
      BY MR. THEISMAN:
 18
      Q And again, I'm going to preface this because I want to make
 19
      sure that I get an accurate answer. You and I have spoken
20
      before, right?
 21
          Yes, one time on the phone.
 22
          And during that phone call, didn't you tell me that you
 23
      don't care what happens to anyone else because you're only
 24
      concerned with what happens to you?
      A As far as my funds, yes.
 25
```

And it is --1 Q 2 That's why I'm here. 3 Q It is your, it is your understanding that if Mr. Pukke prevails at trial that you are more likely to obtain a full 4 5 refund from your Costa Rica investment, right? No, I never assumed that. 6 No, but -- so you don't -- you think that you have the same 7 ability to get your funds related to the Costa Rica investment 8 no matter who prevails at trial? 9 A No, no. My idea is this investment had nothing do to with 10 Belize and to lump it all in is wrong, because the investment 11 12 never got made. Why should my -- that money that never made an 13 investment be distributed out to attorneys or people, whoever gets it, when it's our money that's never been invested. 14 15 That's, that's what I'm saying. Understood. 16 17 Okay. 18 Q So, if the FTC prevails, what do you think happens to the money that you invested related to Costa Rica? 19 A I don't know. I really don't. 20 Q If Mr. Pukke prevails --21 22 A I'm very concerned about it or I wouldn't be here, you 23 know. 24 Well, if you don't know what's going to happen no matter 25 what, why is it important to you?

```
1
                THE COURT: Well, you don't need to answer that. He's
2
      got some money that may or may not be held by the court. We'll
3
      see.
4
             MR. THEISMAN: One last question, Your Honor.
5
              THE WITNESS: If that --
6
      BY MR. THEISMAN:
 7
         If Mr. Pukke prevails, do you think that you'll get your
8
      money back?
9
               THE WITNESS: I don't know that. I really don't.
               THE COURT: All right. Mr. Pukke, how much do you
10
11
      have on redirect? Don't tell me 45 minutes.
               MR. PUKKE: No, I don't know. Not much at all.
12
13
      might ask him one question.
               THE COURT: What's that?
14
15
              MR. PUKKE: Not much at all. I might just ask him one
16
      question.
17
               THE COURT: Well, if you have a short -- well, it's
18
      ten of one, I would like to finish by the lunch hour, if
19
      possible.
              MR. PUKKE: I can do that.
20
 21
                           REDIRECT EXAMINATION
22
      BY MR. PUKKE:
 23
      Q Mr. Heiman, do you have any reason to believe that if we
 24
      prevail in this lawsuit that you wouldn't get your money back or
      that the Costa Rica project wouldn't move forward?
 25
```

Say it one more time. 2 Do you have any reason to believe that if we ultimately 3 prevail in this lawsuit that the Costa Rica project wouldn't 4 proceed? 5 Would proceed? 6 Q Would not proceed --7 Would not proceed. -- or that we would not give you your money back or that 8 the Belize project would not proceed again? 9 A I think if we get our money back, then the Costa Rica -- if 10 we take our money back, the Costa Rica project wouldn't proceed. 11 If we get our money back. 12 13 Well, let me try to rephrase it. 14 Okay 15 Q I asked too many questions, too many things in there. It appeared that Mr. Theisman suggested in some way that if 16 17 we proceeded, if we prevailed, that you may not get your money back; is that correct? You said, you didn't know what would 18 19 happen? A No, I don't. 20 21 Q Okay. Do you have any reason to believe that you wouldn't 22 get your money back or that project may not ultimately come to fruition? 23 THE COURT: I'm not sure he knows. He said, he 24 25 doesn't know. I mean, listen, the short answer is, Mr. --

```
1
                MR. PUKKE:
                            Heiman.
2
                THE COURT: -- Heiman is not clear as far as the money
3
      is concerned, which side, whoever prevails here whether you get
      it back or you don't. You may well get it back at the end of
  4
 5
      the day.
 6
              THE WITNESS: I kind of, I guess I --
               THE COURT: Just --
 7
               THE WITNESS: I'm hopeful.
- 8
                THE COURT: Well, regardless, I mean, nobody is able
 9
      to tell you at this moment whether you will or will not get the
10
      money back in terms of who prevails or who doesn't. That's the
11
12
      short statement at this juncture.
 13
                MR. PUKKE: Okay. One more quick question. I'll try
14
      and rephrase it.
      BY MR. PUKKE:
15
      Q Under what scenario do you think it's more likely for you
 16
17
      to get your money back, us winning or the FTC winning?
 18
               THE COURT: I just don't see how this helps things.
19
             MR. PUKKE: Well, I think he's testifying that he's
20
      fearful that if the FTC wins this case, he will never see his
 21
      money again.
22
               Is that correct?
 23
                THE COURT: Well, I'm not sure that's clear.
 24
      BY MR. PUKKE:
 25
           Well, can I ask you, if the FTC wins, do you think you will
```

```
ever get your money --
2
           As a matter of fact, I ask him that question. If the FTC
3
      wins, do you think you'll ever get your money back?
4
      A I would hope in all fairness that I would, but I don't
 5
      know.
          And being realistic, do you think it would?
6
 7
          I probably don't feel as confident, no.
         Okay. And if we prevailed, would you feel --
8
      A Because it's two separate things.
9
      Q Right. And if we prevailed, would you feel more confident
10
11
      that you would get that back?
          I don't know. Hard to answer.
12
 13
          Okay.
14
         Really, I don't. I don't you know.
15
              MR. PUKKE: No further questions.
              THE COURT: All right. Are we done with this
 16
 17
      gentleman?
18
              All right. Thank you, sir.
19
             THE WITNESS: Okay.
20
             THE COURT: You may step down. You're excused.
 21
             Hold on.
 22
             You may step down. Thank you.
 23
           (Witness excused.)
 24
               MR. COHEN: Your Honor, I don't know if this is the
 25
      best time to do this, but we have a couple of minutes before
```

#### Case 1:18-cv-03309-PJM Document 1053-1 Filed 10/01/20 Page 112 of 405

From: Michael Santos

To: Andris Pukke; Rod Kazazi Subject: David Heiman: Rancho Del Mar Date: Monday, June 25, 2018 1:45:23 PM

Below is an email that David Heiman sent me this morning.

From: David Heiman <david@regencyhomesllc.com>

**Sent:** Monday, June 25, 2018 7:04 AM

**To:** Michael Santos Subject: Rancho Del Mar

To: Rancho Del Mar Team

We will be investing \$750,000 cash in the Rancho project. We own 2 lots in The Reserve that are paid for. We would like to trade Lot SR-035 in as additional equity in the project. We would like to trade it for an additional \$250,000 for a total of \$1,000,000

We are really excited about partnering with the development team & being part of this project & other projects in the future. We also excited along with Michael in partnering with you to market the project & help out with tours if needed in the future.

Thanks for your consideration on the additional equity

DAVID & LISA HEIMAN Regency Homes LLC Platinum Realty 816-405-5884 David@regencyhomesllc.com

#### Case 1:18-cv-03309-PJM Document 1053-1 Filed 10/01/20 Page 113 of 405

 From:
 Michael Santos

 To:
 Andris Pukke: Rod Kazazi

 Subject:
 Fwd: David Heiman Docs

 Date:
 Tuesdav. July 03. 2018 3:19:38 PM

Sent from my iPhone

Begin forwarded message:

From: David Heiman < david@regencyhomesllc.com>

Date: July 3, 2018 at 8:52:27 AM PDT

To: Founders Club <michael@buyinternational.com>

**Subject: Re: David Heiman Docs** 

Hi Michael,

That sounds good! Thanks for confirming that with Andi

The loan we are working on with bank is scheduled to close next week.

So will be ready to wire funds after that

I will touch base with Jason about his funds

Hope you have a great 4th also!

David

On Jul 2, 2018, at 6:52 PM, Michael Santos < michael@buyinternational.com > wrote:

Hi David,

Just wanted you to know that I connected with Andi today. He said you're confirmed for the \$1 million equity in Sapodilla Ridge in exchange for the \$750k investment. When you send the \$750k wire that will go into escrow, the documents will reflect that you have \$1 million equity in the Rancho Del Mar project, in Class A shares.

Please let me know if there is something else you need. Hope you have a great Fourth.

Have you heard from Jason?

Thanks, Michael

From: Michael Santos

Sent: Sunday, July 1, 2018 7:55:58 PM

To: David Heiman

Subject: Fw: David Heiman Docs

Hi David,

I'm returning the documents that Rod signed. My understanding is that in exchange for your \$750,000 investment, and the Sapodilla Ridge lot you're going to return, they're going to provide you with \$1,000,000 worth of Class A shares in Rancho Del Mar.



## Case 1:18-cv-03309-PJM Document 1053-1 Filed 10/01/20 Page 114 of 405

I look forward to partnering with you on this venture!!

Best, Michael

**From:** Rod Kazazi Eco-Futures **Sent:** Friday, June 29, 2018 4:01 PM

To: Michael Santos

Subject: David Heiman Docs

From: kmc360@gpadevelopers.com [mailto:kmc360@gpadevelopers.com]

Sent: Friday, June 29, 2018 5:11 PM

**To:** Rod Kazazi Eco-Futures < rod@eco-futures.com>

**Subject:** Message from KMC360

DAVID HEIMAN Regency Homes LLC Platinum Realty 816-405-5884 David@regencyhomesllc.com

PX 178

2

todd@sanctuarybelige-comftodd@sangtuarybelize.com]; @ill@sanctuarybelize1com[Bill@sanctuarybelige.com]; Brandi Greenfield[brandi@sanctuarybelize.com]; Alicia Long[alicia@sanctuarybelize.com]; Peter@sanctuarybelize.com[Peter@sanctuarybelize.com]; Charmaine Voss[charmaine@sanctuarybelize.com]; Kathleen@sanctuarybelize.com[Kathleen@sanctuarybelize.com]; Lester Steptoe[lester@sanctuarybelize.com]; Mark Rademaker[mark@sanctuarybelize.com]; Max@sanctuarybelize.com[Max@sanctuarybelize.com]; Maya Baker[maya@sanctuarybelize.com]; richard@sanctuarybelize.com[richard@sanctuarybelize.com]; robert@sanctuarybelize.com[robert@sanctuarybelize.com]; Scott Houston[scott@sanctuarybelize.com]; External Steve Paxton[steve.sanctuarybelize@gmail.com]; Angie@sanctuarybelize.com[Angie@sanctuarybelize.com]; Victor Vincent[victor@sanctuarybelize.com]; Rod Kazazi[Rod@gpadevelopers.com]; Klark@sanctuarybelize.com[Klark@sanctuarybelize.com]; marilyn@sanctuarybelize.com[marilyn@sanctuarybelize.com]; jesse@sanctuarybelize.com[jesse@sanctuarybelize.com]; jim@sanctuarybelize.com[jim@sanctuarybelize.com]; Anthony Mock[anthony@sanctuarybelize.com]; David.hadlum@sanctuarybelize.com[David.hadlum@sanctuarybelize.com]; chelsie@sanctuarybelize.com[chelsie@sanctuarybelize.com]; Chad Harting[chad@sanctuarybelize.com]; mbarnes@buybelize.com[mbarnes@buybelize.com]; calred@buybelize.com[calred@buybelize.com]; dsmith@buybelize.com[dsmith@buybelize.com]; Eric Hogan[eric@sanctuarybelize.com]; ggiron@buybelize.com[ggiron@buybelize.com]; Glenn Smith[gsmith@buybelize.com]; jmoseley@buybelize.com[jmoseley@buybelize.com]; laumiller@buybelize.com[laumiller@buybelize.com]; mdapin@buybelize.com[mdapin@buybelize.com]; mnavarrete@buybelize.com[mnavarrete@buybelize.com]; Paige Reneau[paige@sanctuarybelize.com]; pmcdevitt@buybelize.com[pmcdevitt@buybelize.com]; swfavata@buybelize.com[swfavata@buybelize.com]; sburke@buybelize.com[sburke@buybelize.com]; skuhns@buybelize.com[skuhns@buybelize.com]; traci@sanctuarybelize.com[traci@sanctuarybelize.com]; Dennis Vaughn[dvaughn@buybelize.com]; ahaskal@buybelize.com[ahaskal@buybelize.com]; irodriquez@buybelize.com[jrodriquez@buybelize.com]; toutarsingh@belizerealestatebrokers.com[toutarsingh@belizerealestatebrokers.com] From: Brian Maller[brian@sanctuarybelize.com] Sent: Fri 2/8/2013 4:14:05 PM (UTC)

Luke Chadwick[luke@sanctuarybelize.com]; Cristie De Los Reyes[cristie@sanctuarybelize.com]

Attendees

To:

### Brian Maller

Sanctuary Belize
An Eco-Futures Development
1401 Dave Street Suite 610
Newport Beach, CA 92660
Local: + Ext 2100
Toll Free Ext 2100
Cell
F: + E brian@sanctuarybelize.com

W: www.sanctuarybelize.com

Subject: RE: Webinar Attendees List - 02/07/13

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From: Luke Chadwick [mailto:Luke@sanctuarybelize.com]

Sent: Thursday, February 07, 2013 12:42 PM

To: cristie@sanctuarybelize.com

Cc: todd@sanctuarybelize.com; Bill@sanctuarybelize.com; Brandi@sanctuarybelize.com; alicia@sanctuarybelize.com; Peter@sanctuarybelize.com; charmaine@sanctuarybelize.com; Kathleen@sanctuarybelize.com; Lester@sanctuarybelize.com; Mark@sanctuarybelize.com; Maya@sanctuarybelize.com; richard@sanctuarybelize.com; robert@sanctuarybelize.com; scott@sanctuarybelize.com; Steve.sanctuarybelize@gmail.com; Angie@sanctuarybelize.com; Victor@sanctuarybelize.com; rod@gpadevelopers.com; Klark@sanctuarybelize.com; marilyn@sanctuarybelize.com; PXA4 at 1

jesse@sanctuarybelize.com; jim@sanctuarybelize.com; Brian@sanctuarybelize.com; Anthony@sanctuarybelize.com; David.hadlum@sanctuarybelize.com; Specification Specification

Subject: Webinar List - 02/07/13

Please see attached. Luke Chadwick Principal

Sanctuary Belize

An Eco-Futures Development 1401 Dove Street Suite 610 Newport Beach, CA 92660

T: +

C: +

E: <u>luke@sanctuarybelize.com</u>
W: <u>www.sanctuarybelize.com</u>

Skype: lukechadwick

## Attendee Report

GoToWebinar

Case 1:18-63-3309-PJM Document 1053-1 Filed 10/01/20 Page 117 of 405

Feb 08, 2013 07:35 AM PST

# General Information Webinar Name Webinar ID Discovering Sanctuary Belize 887739169

 Actual Start Date/Time
 Actual Duration (minutes)

 Feb 07, 2013 05:13 PM PST
 138

Feb 07, 2013 05:13 PM PST 138

Clicked Registration Link Opened Invitation

652 Total Attended 192

#### Session Details

puez,patrick Registration Date Feb 06, 2013 04:25 AM PST Unsubscribed No Phone In Session Join Time n Session Duration\* (minutes) Feb 07, 2013 05:13 PM PST Feb 07, 2013 06:33 PM PST 79.58 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar?
 A: sandi Questions Asked by Anendec **Poll Questions** 



## Document 1053-1 Filed 10/01/20 Page 118 of 405

Registration Date Feb 04, 2013 03:41 PM PST No

Unsubscribed

In Session

Phone

n Session Duration\* (minutes) Join Time Leave Time

Feb 07, 2013 05:13 PM PST Feb 07, 2013 07:29 FM PST 135.97

Interest Rating

Attendee's in-Session Level of Interest

Registration Q & A

Q: Please share with us who invited you to this webinar? A: Luke

Questions Asked by Attendes

Q: What time do we start?

A: -unanswered-Q: When will the pians and details of the condo & town houses be available? A: -unanswered-

Poli Questions

Pesi Session Sirvey Questions

HANSON, JEANNE

Attended

Feb 05, 2013 07:07 PM PST Registration Date

Unsubscribed No

Phone

In Session

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 05:14 PM PST Feb 07, 2013 07:10 PM PST 116.98

Interest Rating

Attendee's In-Session Level of Interest 58

Registration O & A

Q: Please share with us who invited you to this webinar? A: BUY BELIZE

Questions Asked by Attenues

Q: If the Belize money is pegged to the U.S. dollar, doesn't that mean that if the American dollar loses much of it's value because of the luge debt and the printing of money, that the property in Belize would also lose equally in value?

A: —unanswered—

Poll Questions

Case 1:18 Draper Robiney Document 1053-1 Filed 10/01/20 Page 119 of 405 Registration Date Feb 06, 2013 10:43 AM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:15 PM PST Feb 07, 2013 05:30 PM PST 15.02 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attendee Poll Questions Post Session Survey Questions Boland Trever Attended Registration Date Feb 07, 2013 08:43 AM PST Unsubscribed No Phone In Session n Session Duration\* (minutes) Join Time Leave Time Feb 07, 2013 05:14 PM PST Feb 07, 2013 07:20 PM PST 125.97

Interest Rating

Attendee's In-Session Level of Interest

Registration Q & A

Q: Please share with us who invited you to this webinar?

A: Chamaine Voss

Questions Asked by Attendes

Q: Hi
A: —unanswered—
Q: Is the financing for the lot only or is it available for the home as well if we use your builder?

A: -unansweredQ: Is the financing for the lot only or is it available for the home as well if we use your builder?
A: -unanswered-

Poll Questions

Document 1053-1 Filed 10/01/20 Page 120 of 405 Feb 06, 2013 03:46 PM PST Registration Date Unsubscribed No Phone In Session Leave Time n Session Duration\* (minutes) Join Time Feb 07, 2013 07:29 PM PST Feb 07, 2013 05:15 PM PST Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Victor Questions Asked by Attendee Poll Questions Post Session Survey Questions Attended Registration Date Feb 07, 2013 11:30 AM PST Unsubscribed No Phone In Session

Registration Date
Unsubscribed
No

Phone
In Session
Join Time
Leave Time
In Session Duration\* (minutes)
Feb 07, 2013 05:13 PM PST
Feb 07, 2013 07:30 PM PST
Interest Rating
Attendee's In-Session Level of Interest
A G: Please share with us who invited you to this webinar?
A: Sean

Questions Asked by Attendee

Poll Questions

Case 1:18 Fixed 10/01/20 Page 121 of 405

Feb 07, 2013 01:44 PM PST Registration Date

Unsubscribed No:

Phone 9142610602

In Session

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 05:14 PM PST Feb 07, 2013 07:00 PM PST 106.82

Interest Rating

Attendee's In-Session Level of Interest

Registration Q & A

Q: Please share with us who invited you to this webinar? A: sandi kuhns

Questions Asked by Attendee

Q: im 42, can i buy now and when im 45 will i qualify for the retirement program?

A: —unanswered— Q: how much is the tour? A: —unanswered—

Poli Questions

Post Session Survey Questions

Stewart, Lynn Affended y

Feb 07, 2013 04:48 PM PST Registration Date

Unsubscribed

Phone

In Session

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 05:14 PM PST Feb 07, 2013 06:44 PM PST 90.87

Interest Rating

Attendee's In-Session Level of Interest

Registration Ø & A

Q: Please share with us who invited you to this weblinar?

A: T.M. Spence

Questions Asked by Attendee

Poli Cluestions

Case 1:18 - CAT DOCUMENT 1053-1 Filed 10/01/20 Page 122 of 405

Feb 07, 2013 04:57 PM PST Registration Date

Unsubscribed Ваипсе

Phone

In Session

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 05:14 PM PST Feb 07, 2013 06:45 PM PST

Interest Rating

Attendee's In-Session Level of Interest

Registration Q & A

Q: Please share with us who invited you to this webinar? A: Sandi Kuhns

Onestions Asked by Attendee

Poll Questions

Post Session Survey Questions

hogan,eric

Attended

Registration Date Feb 07, 2013 04:44 PM PST

Unsubscribed No

Phone

In Session

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 05:13 PM PST Feb 07, 2013 07:30 PM PST 136.1

Interest Rating

Attendee's In-Session Level of Interest

Registration Q & A

Q: Please share with us who invited you to this webinar?

Questions Asked by Attendee

Q: luke can you clarify the free tour and "deposit" A: -unanswered-

Poll Questions

Case 1:18-CM-03309-PJIVI Document 1053-1 Filed 10/01/20 Page 123 of 405 Registration Date Feb 07, 2013 04:37 PM PST Unsubscribed No Phone In Session n Session Duration\* (minutes) Join Time Leave Time Feb 07, 2013 07:18 PM PST Feb 07, 2013 07:30 PM PST 11 15 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: N/A Ouestions Asked by Attendee Poll Questions Post Session Survey Questions Attended Registration Date Feb 07, 2013 05:17 PM PST Unsubscribed No Phone

n Session Duration\* (minutes)

Feb 07, 2013 05:19 PM PST

Q: Please share with us who invited you to this webinar?

Attendee's In-Session Level of Interest

Leave Time

Feb 07, 2013 05:34 PM PST

A:

In Session

Join Time

Interest Rating

Questions Asked by Attendise

Poll Questions

Post Session Survey Questions

9



Poll Questions

#### Case 1:18 Kramer Gentle Document 1053-1 Filed 10/01/20 Page 125 of 405 Registration Date Feb 05, 2013 06:36 PM PST Unsubscribed No Phone In Session n Session Duration\* (minutes) Join Time Leave Time Feb 07, 2013 05:13 PM PST Feb 07, 2013 07:29 FM PST Interest Rating Attendee's In-Session Level of Interest 55 Registration Q & A Q: Please share with us who invited you to this webinar? A: Richard Otto Questions Asked by Attendice Q: When you are in the QRP does that affect your citizenship status with the U.S. Also, how much does it cost to ship a container? A: -unanswered-Q: Info on shipping containers? A: -unanswered-Q: How long can you stay with passport without visa? A: -unanswered-Q: How do you get your own horse to Belize? Any idea on boarding costs? A: -unanswered-Q: When is the high tourist season? A: -unanswered Q: Property tax? Poll Questions Post Session Survey Questions



#### Case 1:18 Guenettz, Greg PJM Document 1053-1 Filed 10/01/20 Page 126 of 405 Feb 05, 2013 05:31 AM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:13 PM PST Feb 07, 2013 07:29 FM PST 135.63 Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Eric Hogan Questions Asked by Attendee Q: Please speak more about the security of the country and security at the development! A: —unanswered— Q: Will there be additional fees for the beach club and other ammenities?? Q: Do I need a passport to get in Belize? A: —unanswered— Q: Where do you buy food once you live there? A: -unanswered-Q: What is the safety plan in event of a humicane A: -unanswered-Q: Can i stay as a resident of US and still quality as a QRP A: -unanswered-Q: But it is fee simple once you pay the lot off Right? A: –unanswered– Q: Talk more about security Pleasel A: -unanswered-Q: You spoke of Town Homes I current have a deposit on a lot but I really want a Condo instead! Heip! A: -unanswered-Q: If i buy a acre how much is buildable on average? A: —unanswered— Q: Who really owns the development is it 5 people, and Corporation or 1000 people? Poll Questions

Post Session Survey Questinna

Dawson,Bruce Attended Feb 06, 2013 04:10 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:13 PM PST Feb 07, 2013 07:30 PM PST 271.62 Interest Rating Attendee's In-Session Level of Interest 55 Registration Q & A. Q: Please share with us who invited you to this webinar? A: Victor Questions Asked by Atlendee Q: what are your plans for golf at the sanctuary? Poli Questions Post Session Survey Questions

12

If an attendee left and rejoined the session, the in Session Duration column only includes their first visit.

#### Case 1:18-cv-03309-PJIVI Document 1053-1 Filed 10/01/20 Page 127 of 405

No

Feb 05, 2013 10:51 AM PST Registration Date

Unsubscribed

Phone

in Session

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 05:18 PM PST Fea 07, 2013 06:24 FM PST 66.68

Interest Rating

Attendee's in-Session Level of Interest

Registration Q & A

Q: Please share with us who invited you to this webinar? A: \footnote{\text{ictor}}

Questions Asked by Attences

O: Understandibly your prices keep going up as your project catches on. If I had the funds early on I could have had a home on the water for under \$400,000. Where would you say you are today with the same home on the water. Under \$500,000? Under \$600,000? I am talking about a Sapodiila Ridge location or any other available water area.

A:—unarswered—

Peli Questions

Pesi Session Survey Questions

Attended

Registration Date Feb 05, 2013 03:41 PM PST

Unsubscribed

Phone

In Session

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 05:14 PM PST Feb 07, 2013 07:19 PM PST 125.38

Interest Rating

Attendee's In-Session Level of Interest

Registration O & A Q: Please share with us who invited you to this webinar?

A: Victor

Questions Asked by Attendee

Q: FYI. The hospital is about 3 yrs away. I have been in contact with Placencia about the Hospital. Dan

A: -unansweredQ: If I have an IBC through a bank in Belize, does that affect the Retirement Plan for the country since the income isn't coming from

outside the country. A: -unanswered-

Poll Questions

Document 1053-1 Filed 10/01/20 Page 128 of 405

Registration Date Feb 05, 2013 01:04 PM PST

Unsubscribed No

Phone 4055273012

In Session

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 05:14 PM PST Feb 07, 2013 06:47 PM PST 92.88

Interest Rating

Attendee's In-Session Level of Interest

Registration Q & A

Q: Please share with us who invited you to this webinar? A:

Questions Asked by Attendee

Q: Confidential: Does a cash purchase influence the prices? A: —unanswered—
Q: Never mind: -)
A: —unanswered—

Poli Questions

Past Sessian Survey Questions

Attended

Feb 07, 2013 04:43 PM PST Registration Date

Unsubscribed No

Phone

In Session

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 05:13 PM PST Feb 07, 2013 07:29 PM PST 136

Interest Rating

Attendee's In-Session Level of Interest

Registration O & A

Q: Please share with us who invited you to this weblinar?

Onestions Asked by Attenuee

Q: Are there discounts if you buy more than one lot or if you buy a subsequent lot?

A: -unanswered-Q: What is the building back log for homes?

A: —unanswered— Q: What are your home owner association fees? A: —unanswered—

Poli Questions

#### Case 1:18 CAND 3309 PJW Document 1053-1 Filed 10/01/20 Page 129 of 405 Feb 07, 2013 11:52 AM PST Registration Date Unsubscribed No Phone in Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:14 PM PST Fea 07, 2013 07:10 PM PST 116.53 Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? Questions Asked by Attendise Q: What are the condo price ranges? A: -unanswered-Q: Can one bring pets to Belize, like dogs, cats, birds etc, and bring them home again to the US A: -unanswered-Q: You have an equestrian area. Will that include a central boarding facility or will everyone have their horses on their own property? A: —unanswered— O: How abou my question on the equestrian facility? A: —unanswered— Q: Your videos are not playing well, thought you would want to know, very jerky. A: -unanswered-Q: Remember Mitch in 1998!! A: -unanswered-Q: Are you planning on any time shares? A:—unanswered— Poll Questions **Post Session Survey Questions** Raimondi, Larry Feb 05, 2013 08:42 PM PST Registration Date No Unsubscribed Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 06:42 PM PST Fet: 07, 2013 07:30 PM PST 47 13 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this weblinar? A: Questions Asked by Attendee Q: This is Laura what are the major hospitals in the area and is there a hyperberic chamber available for people that get the bends. A: -unanswered Q: This is Laura without the proper facilities on site like a hospital, Vetinary, A: —unanswered— Q: This is Laura I here there are many fees to get citizenship in Belize. What are those fees? Q: Will you have a Boat Club that will make boats available to the unit owners to take out at the Marina if you don't want to own a boat. A: -unanswered-Q: When will you have a 5 star PADI Dive Shop on the property A: -unanswered-Q: This is Laura when do you expect the association fee to start for the lot owners

- A: —unanswered— Q: When will the airlines offer reduced savings from Miami Int. Airport
- A: -unanswered-

Poll Questions

<sup>&</sup>quot;If an attendee left and rejoined the session, the in Session Duration column only includes their first visit.

# Case 1:18 - CV-103309-PJM Document 1053-1 Filed 10/01/20 Page 130 of 405 Registration Date Feb 06, 2013 12:26 PM PST Unsubscribed No Phone in Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:14 PM PST Feb 07, 2013 07:29 PM PST Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Maya Baker Questions Asked by Attendee Q: if a lot is purchased is the \$1299 for the tour recoverable? Jason Q: unanswered. Q: will there be a fitness facility on the property? Jason Q: will there be a fitness facility on the property? Jason A: -unanswered-Q: Thank Youll Very informative presentation. Jaso Wotsch A: —unanswered— Q: what type of driver's license is required and what is the cost? A: -unanswered-C: Will there be a golf course? If so, when will lots be made available? Jason A: -unanswered— Q: Once a lot is purchased, what type of time frame do you have before home construction is required to begin? Jason A: -unanswered— Q: where is rearrest grocery store? will there be one on property or off? Jason First Questions Post Session Survey Questions

| Ballard, Art<br>Ittended Yes                         | -                         |                              |
|--|---------------------------|------------------------------|
|  |                           | 07, 2013 09:40 AM FST        |
| Insubscribed   | No                        |                              |
| hone   |                           | ) i                          |
| ) Session  |                           |                              |
| oin Time   | Leave Time                | n Session Duration* (minutes |
| eb 07, 2013 05:13 PM PST                             | Feb 07, 2013 07:15 FM PST | 122.07                       |
| nterest Rating                                       |                           |                              |
| ttendee's In-Session Level o                         | of Interest 53            |                              |
| legistratim Q & A.                                   |                           |                              |
| ): Please share with us who invite<br>c Mara Barnes  | d you to this webinar?    |                              |
| luestions Asked by Attended                          |                           |                              |
| : art cost of property txes per ye<br>: -unanswered- | ar                        |                              |
| pil Questions  |                           |                              |

16

Post Session Survey Questions

PXA4 at 16

#### Case 1:18-cv-03309-PJM Document 1053-1 Filed 10/01/20 Page 131 of 405

No

Feb 06, 2013 08:17 PM PST Registration Date

Unsubscribed

In Session

Phone

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 05:13 PM PST Feb 07, 2013 07:29 FM PST

Interest Rating

Attendee's in-Session Level of Interest

Registration Q & A

Q: Please share with us who invited you to this webinar? A: Maya

Questions Asked by Attenues

Q: Do you have furniture and appliance packages available for your homes?

A: -unanswered-Q: Dan and Barb A: -unanswered-

Poli Questions

Pesi Session Survey Questions

Attended

Feb 05, 2013 07:07 AM PST Registration Date

Unsubscribed No

Phone

In Session

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 05 28 PM PST Feb 07, 2013 07:05 PM PST 164.93

Interest Rating

Attendee's In-Session Level of Interest

Registration O & A

Q: Please share with us who invited you to this webinar?

A. Eric

Questions Asked by Attendee

Q: If you do not own property there can you rent a boat slip and keep a baot in the marina

A: -unansweredQ: Flost connection - Floard you say something about -hospital -, How many beds is the hospital going to be?

A: –unanswered.

Q: am on a mac but cannot see video if dont mean to inturrept but just want to see video if possible
A: –unanswered.

-

Poll Questions

# Case 1:18 - GV/10/3309 PJM Document 1053-1 Filed 10/01/20 Page 132 of 405

Feb 04, 2013 03:47 PM PST Registration Date No

Unsubscribed

Phone

In Session

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 05:14 PM PST Fea 07, 2013 07:22 FM PST 128.78

Interest Rating

Attendee's in-Session Level of Interest

Registration Q & A

Q: Please share with us who invited you to this webinar?
A: Eric Hogan

Questions Asked by Atlenuee

Q: Can you discuss overall crime in the larger cities of Belize? A: —unanswered— Q: Ed Jones

A; -unanswered-Q: Is Equestrian Estates the only subdivision with available lots at this time, and are other subdivisions to open soon?

A: -unanswered-

Poll Questions

**Post Session Survey Questions** 

Attended

Feb 04, 2013 07:58 PM PST Registration Date

Unsubscribed

Phone

In Session

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 05:14 PM PST Feb 07, 2013 07:03 PM PST 109.65

Interest Rating

Attendee's In-Session Level of Interest

Registration Q & A

Q: Please share with us who invited you to this webinar?

Questions Asked by Attendee

Q: How do we find out more information regarding turn key properties in the lower range that were not mentioned; ie 100K range? Also, how do we book tours and what is the price range?

No

A: -unanswered-Q: Is there natural disaster insurance available? A: -unanswered-

Poli Questions

Post Session Survey Questionn

18

Case 1:18 Tevrous 309 PJM Document 1053-1 Filed 10/01/20 Page 133 of 405 Registration Date Feb 05, 2013 12:24 PM PST Unsubscribed No Phone In Session n Session Duration\* (minutes) Join Time Leave Time Feb 07, 2013 06 39 PM PST Feb 07, 2013 07:30 PM PST 50.13 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: sanctuary belize Questions Asked by Attendee Poli Questions Post Session Survey Questions Registration Date Feb 06, 2013 08:45 AM PST Unsubscribed No-Phone

In Session

Leave Time n Session Duration\* (minutes)

Feb 07, 2013 05:14 PM PST Feb 07, 2013 07:06 PM PST

Interest Rating

Join Time

Attendee's In-Session Level of Interest

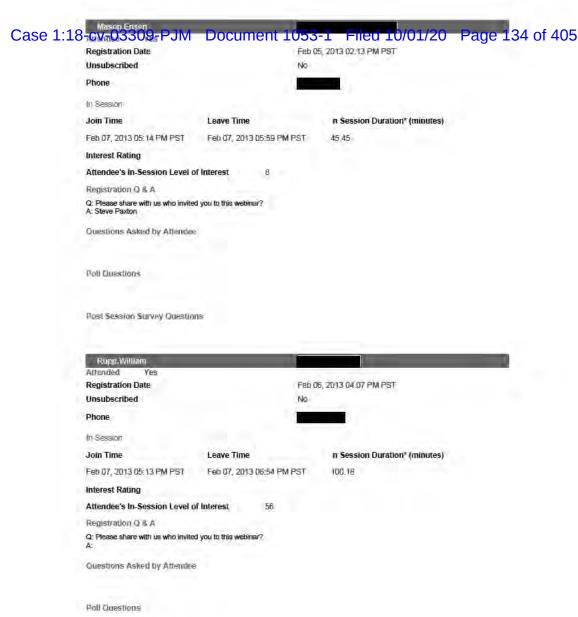
Registration Q & A

Q: Please share with us who invited you to this webinar?

Questions Asked by Attendee

Q: what are your defenses against humcane type storms. A: —unanswered—
Q: what about medical care for seniors

Poli Cluestions



Case 1:18 alrea chevenne Case 1:18 alrea chevenne Document 1053-1 Filed 10/01/20 Page 135 of 405 Registration Date Feb 06, 2013 05:05 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:13 PM PST Feb 07, 2013 07:30 PM PST 136.1 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Questions Asked by Attendee Q: mexico is 27,000 A: –unanswered– Poli Questions Post Session Survey Questions

Attended Registration Date Feb 07, 2013 10:31 AM PST Unsubscribed No. Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 06 33 PM PST Feb 07, 2013 06:39 PM PST Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? Questions Asked by Attendee Poll Questions

Document 1053-1 Filed 10/01/20 Page 136 of 405

Registration Date Feb 07, 2013 11:21 AM PST

Unsubscribed

Phone

No

In Session

Join Time

Leave Time

n Session Duration\* (minutes)

Feb 07, 2013 06 09 PM PST Feb 07, 2013 06:12 PM PST 2 53

Interest Rating

Attendee's in-Session Level of Interest

Registration Q & A

Q: Please share with us who invited you to this webinar? A: Alicia Long

Questions Asked by Attendee

Poli Questions

Post Session Survey Questions

troward,rob

Attended

Registration Date Feb 07, 2013 12:11 PM PST

Unsubscribed No

Phone

In Session

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 05 23 PM PST Feb 07, 2013 05:57 PM PST 34 02

Interest Rating

Attendee's In-Session Level of Interest

Registration Q & A

Q: Please share with us who invited you to this webinar?

Questions Asked by Attendee

Poll Questions

Case 1:18 6470 330 9 PJM Document 1053-1 Filed 10/01/20 Page 137 of 405 Feb 07, 2013 12:23 PM PST Registration Date Unsubscribed No Phone In Session n Session Duration\* (minutes) Join Time Leave Time Feb 07, 2013 05:14 PM PST Feb 07, 2013 07:30 PM PST 107.27 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Victor Vincent Questions Asked by Atlendee Poli Questions Post Session Survey Questions

> Attended Registration Date Feb 07, 2013 12:30 PM PST Unsubscribed No. Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:14 PM PST Feb 07, 2013 07:29 PM PST 135.73 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Steve Paxton Questions Asked by Attendee Q: What are the government regulations in terms of firearms? A: —unanswered— Q: Are the prices (i.e. \$129,000) in American dollars or Belize dollars? Poli Cluestions Pasi Session Survey Questions

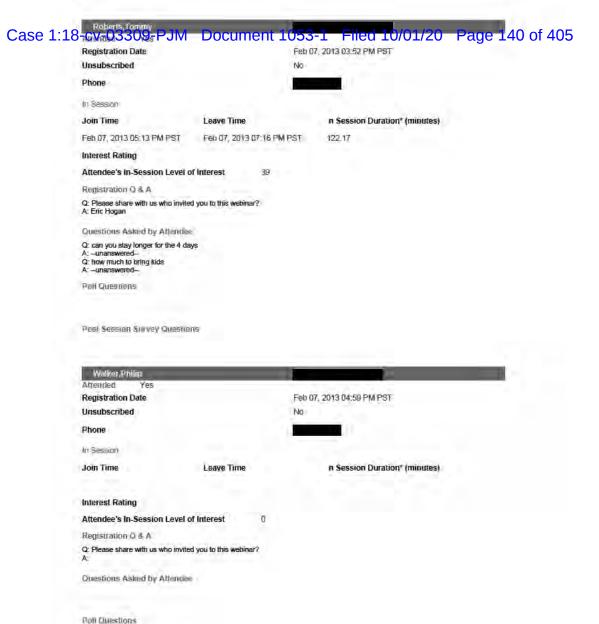


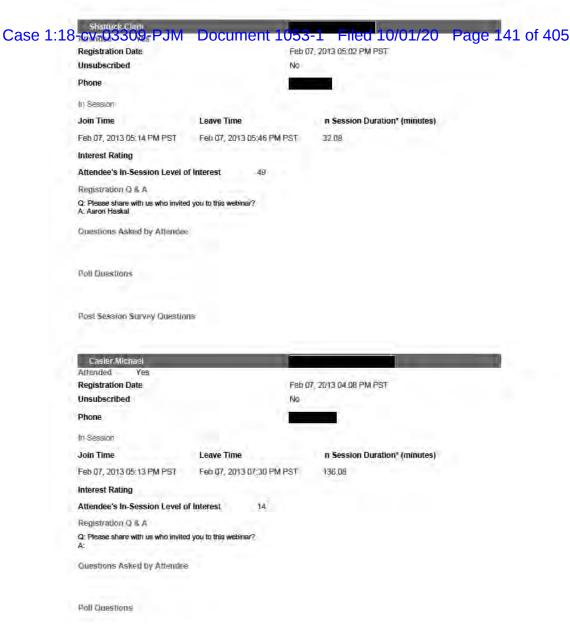
#### Case 1:18 Reynolds Wigner Document 1053-1 Filed 10/01/20 Page 139 of 405 Feb 07, 2013 03:21 PM PST Registration Date Unsubscribed No Phone in Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:13 PM PST Feb 07, 2013 07:29 FM PST 135.73 Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? Questions Asked by Attentiee Q: Is there a time limit on when a house must be built and completed once a lot has been purchased?? Q: Is mere a time unit or when a house from the A.—unanswered— Q: I was just in Belize 2 weeks ago, spending time between Placencia and Dangrigas and as well out on a couple of Island resorts. Sand flies were a concern in all these areas and I am wondering will! be done to mitigate this concern. A:—unanswered— Q: If I bring a private plane to Belize is there any provision for keeping this at the Kanatik Resort or where could this plane be kept? A: -unanswered-Q: Are the boat stips in the marina titled; are they by rent or are incorporated with lot ownership? Q: Are there HOA fees associated with ownership in this development? Thanks, Wayne A: -unanswered-**Poll Questions**

Feb 07, 2013 05:25 PM PST Registration Date Unsubscribed No Phone In Session Leave Time n Session Duration\* (minutes) Join Time Feb 07, 2013 05:41 PM PST Feb 07, 2013 06:22 PM PST 41.68 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: jeff mosley Questions Asked by Anennes **Poll Questions** 

Post Session Survey Questions

If an attendee left and rejoined the session, the in Session Duration column only includes their first visit.





Case 1:18 GW 03309 PJM Document 1053-1 Filed 10/01/20 Page 142 of 405 Registration Date Feb 07, 2013 05:30 PM PST Unsubscribed No Phone In Session n Session Duration\* (minutes) Join Time Leave Time Feb 07, 2013 05 31 PM PST Feb 07, 2013 07:26 PM PST 115.27 Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: steve paxtori Questions Asked by Attendee Poli Questions Post Session Survey Questions Etiuardo,/Suru Attended Registration Date Feb 07, 2013 10:58 AM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:14 PM PST Feb 07, 2013 06:15 PM PST 60.95 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Wayne reynolds Questions Asked by Attendee Poll Questions



#### Case 1:18 Case 1 Feb 04, 2013 08:29 PM PST Registration Date Unsubscribed No Phone in Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:14 PM PST Feb 07, 2013 07:05 PM PST 111.22

Attendee's in-Session Level of Interest

Registration Q & A

Interest Rating

Q: Please share with us who invited you to this webinar? A: Mr. Otto

Questions Asked by Attendee

Q: We're still

A: —unanswered—

Q: We're still 'waiting': Is the problem on our end or yours?

A: –unanswered– Q: Anticipated monthly homeowner's fees???

A: --unanswered-

Poli Questions

**Post Session Survey Questions** 

**Post Session Survey Questions** 



"If an attendee left and rejoined the session, the in Session Duration column only includes their first visit.

Case 1:18 - CV ROY DOCUMENT 1053-1 Filed 10/01/20 Page 145 of 405 Feb 07, 2013 01.03 PM PST Registration Date Unsubscribed No Phone in Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:13 PM PST Feb 07, 2013 07:29 FM PST 135.85 Interest Rating Attendee's in-Session Level of Interest 26 Registration Q & A Q: Please share with us who invited you to this webinar? A: Sandi Kuhn Questions Asked by Attendee Q: Confidential What is local from the sanctuary in regard to shops, restaurants, any rightlife. What activities are their in range besides A: —unarswered—
Q: COnfidential
A: —unarswered—
Q: Confidential
Are their any restrictions to renting homes out to create income after they are built? Confidential Cell service? High seed internet service?
 A: —unanswered— Poli Questions Post Session Survey Questions Attended Registration Date Feb 05, 2013 07:46 AM PST No Unsubscribed Phone In Session Leave Time n Session Duration\* (minutes) Join Time

Feb 07, 2013 05:17 PM PST Feb 07, 2013 07:29 PM PST Interest Rating Attendee's In-Session Level of Interest Registration Q & A O: Please share with us who invited you to this webinar? A:

Questions Asked by Attendee

Q: With 400 inches of rainfall per year, what precausions will SB implement to reduce flooding/washouts of roads, buildings and other structurers.

Q: Past humicane storm surge in the Placencia area is 11-12 feet. Will SB covenance require homes require the living spaces be

above A: --unanswered--

Poll Questions

Case 1:18 - Production - Page 146 of 405

Feb 06, 2013 03:49 AM PST Registration Date

Unsubscribed

No

Phone

In Session

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 07:29 FM PST Feb 07, 2013 05 52 PM PST

Interest Rating

Attendee's In-Session Level of Interest

Registration Q & A

Q: Please share with us who invited you to this webinar? A: Maya Baker

Questions Asked by Attendee

Q: do you have any relationships with insurers? A: –unanswered–

Poli Questions

**Post Session Survey Questions** 

Attended

Registration Date Feb 07, 2013 05:12 PM PST

Unsubscribed

Phone

In Session

Join Time Leave Time n Session Duration\* (minutes)

No-

Feb 07, 2013 05:14 PM PST Feb 07, 2013 07:16 PM PST 122.32

Interest Rating

Attendee's In-Session Level of Interest

Registration Q & A

Q: Please share with us who invited you to this webinar?

Questions Asked by Attentive

Q: #257# A: -unanswered-Q: health care? what if you are on medicare?

A: -unanswered-Q: #257#

A: -unanswered-Q: what will be the rent on 40 foot boat slip

Poll Questions

Case 1:18-cv-03309-FJM Document 1053-1 Filed 10/01/20 Page 147 of 405

No

Feb 06, 2013 02:45 PM PST Registration Date

Unsubscribed

Phone

In Session

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 05:14 PM PST Feb 07, 2013 07:29 FM PST

Interest Rating

Attendee's in-Session Level of Interest

Registration Q & A

Q: Please share with us who invited you to this webinar? A: Eric

Questions Asked by Attendee

Q: Greg & Linda in FL. Tell us about the solar options, how popular, how expensive, etc.

Poli Questions

**Post Session Survey Questions** 

Themas,Jame

Attended

Registration Date Feb 05, 2013 04:56 PM PST

Unsubscribed No-

Phone

In Session

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 05:13 PM PST Feb 07, 2013 07:29 PM PST

Interest Rating

Attendee's In-Session Level of Interest 59

Registration Q & A

Q: Please share with us who invited you to this webinar?

A: Sandy Kuhns

Questions Asked by Attendes

Q: Do all homes have to have a hip roof?

A: -unanswered-Q: Is the property we purchase lease hold or fee simple

A: -unanswered-Q: What about grocery stores and how far

A: —unanswered—
Q: I found on line that electricity is \$0.21 cents per KWH, what is the cost of living in comparison to California

A: -unanswered-Q: How do I get prices on the lots and know the sizes?

A: -unanswered-Q: Luke you said you have 250 slips and they are all full and I am a resident where would I keep my boat.

A: —unanswered—
Q: What if you purchase a lot now, but you want to upgrade to a better lot in 6 months, can you transfer without losing any money or do
you need to sell the 1st lot.
A: —unanswered—

Poli Questions

Case 1:18 darhieux paul Document 1053-1 Filed 10/01/20 Page 148 of 405 Registration Date Feb 07, 2013 05.16 PM PST Unsubscribed No Phone 661-In Session n Session Duration\* (minutes) Join Time Leave Time Feb 07, 2013 05:17 PM PST Feb 07, 2013 07:29 PM PST 132.43 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Questions Asked by Attendee A: –unanswered– Q: Can one have a wood shop as a hobby and sale. A: –unanswered– Q: If your a QRP what type of med ins. is there are is it state coverd Poll Questions Pasi Sessian Sirvey Questions zook da re Attended Feb 06, 2013 04:46 AM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:42 PM PST Feb 07, 2013 06:43 PM PST 61.1 Interest Rating Attendee's In-Session Level of Interest Registration Ø & A Q: Please share with us who invited you to this webinar? A. google Onestions Asked by Attendee

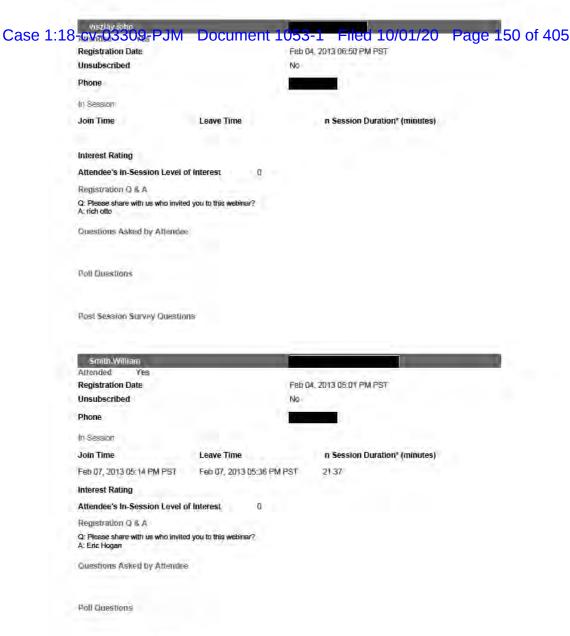
Poli Ciuestions

Case 1:18 - Case 1 Registration Date Feb 04, 2013 04:15 PM PST Unsubscribed No Phone In Session n Session Duration\* (minutes) Join Time Leave Time Feb 07, 2013 05:16 PM PST Feb 07, 2013 06:48 PM PST Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar?
 A: via e-mail: chad harting Questions Asked by Attendee Poll Questions Post Session Survey Questions Attended Registration Date Feb 04, 2013 04:22 PM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:19 PM PST Feb 07, 2013 07:29 PM PST 130.47 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Paige Reneau

Questions Asked by Attendee

Post Session Survey Questions

Poll Questions



Case 1:18-cv-03309-PJM Document 1053-1 Filed 10/01/20 Page 151 of 405 Feb 05, 2013 10:50 AM PST Registration Date Unsubscribed No Phone in Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:16 PM PST Feb 07, 2013 06:53 PM PST Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? Onestions Asked by Attendee **Poll Questions** Post Session Survey Questinns House Lisa Attended Registration Date Feb 05, 2013 01.07 PM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:13 PM PST Feb 07, 2013 07:29 FM PST 135.88 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Jeff House/Mark Rademaker Questions Asked by Attendee Q: Is there a quarantine period on bringing the pets back and forth from the US?

A: —unanswered—
Q: fx-Whenever a vet begins to set up office there I would be interested in assisting in that endeavor. Please pass my email on to that individual if they may be intersted. I have 3 1/2 years experience in kennel and veterinary office/vet tech work.

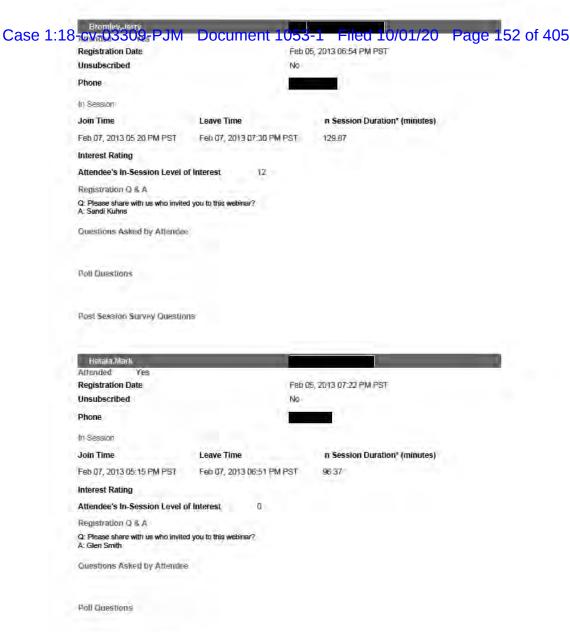
LisahouseOf@satx

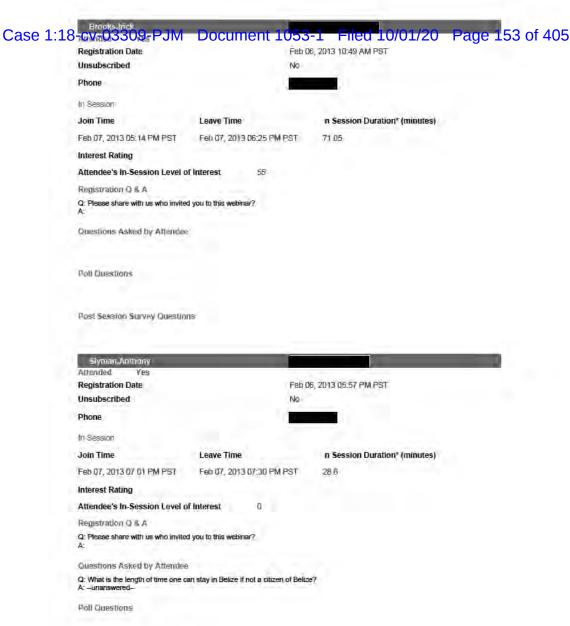
We can talk more about that when we take the July tour. Thanks!

A: —unanswered— A: —unanswered—

Q: How far is the nearest veterinary care to the development? A: -unanswered-C: Gated community; is it automatic gate access or is there a guard at the entrance gate? Q. In the Equestrian area, can you stable your own horse? Does Sanctuary Belize offer horses for riding for residents?

A: -unanswered-Poll Questions





Case 1:18 - Whitheld Joe Page 154 of 405 Feb 06, 2013 06:35 PM PST Registration Date Unsubscribed No Phone In Session n Session Duration\* (minutes) Join Time Leave Time Feb 07, 2013 05 22 PM PST Feb 07, 2013 06:17 PM PST 54.83 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Maya Baker Onestions Asked by Attendee Poli Questions Post Session Survey Questions Attended Registration Date Feb 07, 2013 11:14 AM PST Unsubscribed No-Phone

> In Session Join Time

Leave Time n Session Duration\* (minutes)

Feb 07, 2013 05:14 PM PST Feb 07, 2013 06:51 PM PST 97.78

Interest Rating

Attendee's In-Session Level of Interest

Registration Q & A

Q: Please share with us who invited you to this webinar?

A: Erich & Sandi

Questions Asked by Attendee

Q: I lived and travelled in OZ - where in OZ would you compare Belize too? A: -unanswered-

Poll Questions

Case 1:18-GV-03309-PJM Document 1053-1 Filed 10/01/20 Page 155 of 405 Feb 07, 2013 12:01 PM PST Registration Date Unsubscribed No Phone In Session n Session Duration\* (minutes) Join Time Leave Time Feb 07, 2013 05:15 PM PST Feb 07, 2013 06:47 PM PST 91.82 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Sean Burke. Questions Asked by Attendee Poll Questions Post Session Survey Questions

> Attended Registration Date Feb 07, 2013 12:22 PM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:13 PM PST Feb 07, 2013 07:30 PM PST Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Robert J. Schafnitz Questions Asked by Attendee Q: What are the hurricane risks in this area? A: -unanswered-Poll Questions Post Session Survey Questions

Document 1053-1 Filed 10/01/20 Page 156 of 405 Registration Date Feb 07, 2013 12:48 PM PST Unsubscribed No Phone In Session n Session Duration\* (minutes) Join Time Leave Time Feb 07, 2013 05:44 PM PST Feb 07, 2013 06:45 PM PST Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: not sure Questions Asked by Attendee Poll Questions Post Session Survey Questions Alli.Mirza Attended Registration Date Feb 07, 2013 02.58 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:13 PM PST Feb 07, 2013 05:21 PM PST Interest Rating Attendee's In-Session Level of Interest 27 Registration Q & A Q: Please share with us who invited you to this webinar? A: Luke Questions Asked by Attendes Q: What is the average size of the water front lots? A: -unanswered-Poli Questions

Document 10<mark>53-1 Filed 10/01/20 Page 1</mark>57 of 405

Registration Date Feb 07, 2013 02:46 PM PST

Unsubscribed No

Phone

In Session

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 05 20 PM PST Feb 07, 2013 05:34 PM PST 14.55

Interest Rating

Attendee's In-Session Level of Interest

Registration Q & A

Q: Please share with us who invited you to this webinar? A: jeff moseley

Onestions Asked by Attendee

Poli Questions

Post Session Survey Questions

chad@sanctuarybelize.com

Attended Registration Date Feb 07, 2013 05:00 PM PST

Unsubscribed No

Phone

In Session

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 05:13 PM PST Feb 07, 2013 07:30 PM PST 136.08

Interest Rating

Attendee's In-Session Level of Interest

Registration Q & A

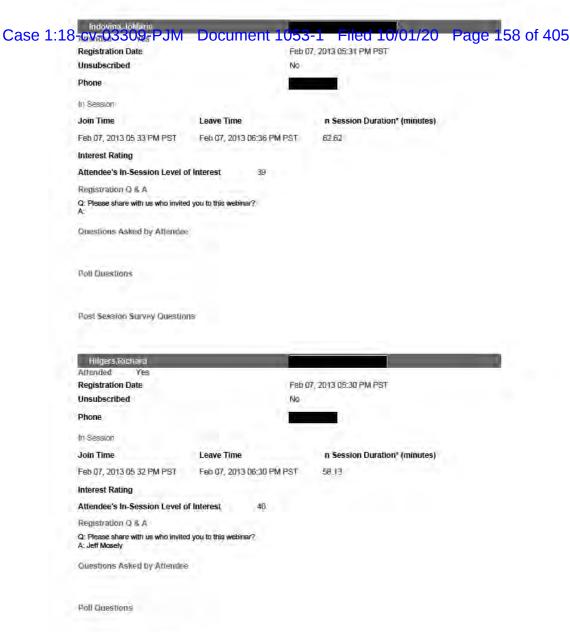
Q: Please share with us who invited you to this webinar?

Questions Asked by Attendee

Poll Questions

Post Session Survey Questions

43



Case 1:18-GV-03309-PJM Document 1053-1 Filed 10/01/20 Page 159 of 405 Registration Date Feb 07, 2013 11:01 AM PST Unsubscribed No Phone In Session n Session Duration\* (minutes) Join Time Leave Time Feb 07, 2013 05: 14 PM PST Feb 07, 2013 07:30 PM PST 135.93 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Maya Baker Ouestions Asked by Attendee Poli Questions Post Session Survey Questions

hatrick,william Attended Registration Date Feb 07, 2013 04:30 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:14 PM PST Feb 07, 2013 06:50 PM PST 96.67 Interest Rating Attendee's In-Session Level of Interest 44 Registration Q & A Q: Please share with us who invited you to this webinar? A: mara barnes Questions Asked by Attendee Poll Questions



## Case 1:18 TOWN DOCUMENT 1053-1 Filed 10/01/20 Page 161 of 405

Feb 07, 2013 04:40 PM PST Registration Date

Unsubscribed

No

Phone

In Session

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 05:13 PM PST Feb 07, 2013 07:29 FM PST

Interest Rating

Attendee's in-Session Level of Interest

Registration Q & A

Q: Please share with us who invited you to this webinar? A: Richard Otto

Questions Asked by Attendice

Q: When I say required I mean required to keep the property in our family?

A: —unanswered—

Q: Mosquitos.... How bad? and is there a particularly bad season?

A: –unanswered– Q: Are their plans to pave the main roads in SB?

A: -unanswered-Q: What is the quality of the drinking water and how is it monitor? A: -unanswered-Q: in case of death, is a Will in Belize required?

A: -unanswered-

Poll Questions

Post Session Survey Questions

Attended

Feb 05, 2013 04:53 PM PST Registration Date

Unsubscribed No

Phone

In Session

n Session Duration\* (minutes) Join Time Leave Time

Feb 07, 2013 05:13 PM PST Feb 07, 2013 07:29 PM PST 136.1

Interest Rating

Attendee's In-Session Level of Interest

Registration Q & A

Q: Please share with us who invited you to this webinar? A: relative

Questions Asked by Attendee

Q: What are the costs associated with a tour and the time commitment?

A: -unanswered-Q: What happens with eligibility for the Retirement Program if income drops below \$2,000 a month

A: -unanswered-Q: what is the weather like during 'rainy' season? A: -unanswered-

Poll Citiestions

## Case 1:18-cv-03309-PJM Document 1053-1 Filed 10/01/20 Page 162 of 405

Registration Date Feb 04, 2013 07:39 PM PST No

Leave Time

Unsubscribed

Phone

In Session

n Session Duration\* (minutes)

Feb 07, 2013 05:13 PM PST

Feb 07, 2013 06:22 FM PST

68.5

Interest Rating

Join Time

Attendee's in-Session Level of Interest

Registration Q & A

Q: Please share with us who invited you to this webinar? A: Eric Hogan

Questions Asked by Attendee

O: what is the price of fuel down there? what about vehicle support? A: –unanswered–

Poli Questions

Post Session Survey Questions

RootLen

Attended

Registration Date Feb 07, 2013 04:37 PM PST

Unsubscribed

Phone

In Session

Join Time Leave Time n Session Duration\* (minutes)

No-

Feb 07, 2013 07 03 PM PST Feb 07, 2013 07:12 PM PST 83

Interest Rating

Attendee's In-Session Level of Interest 51

Registration Q & A

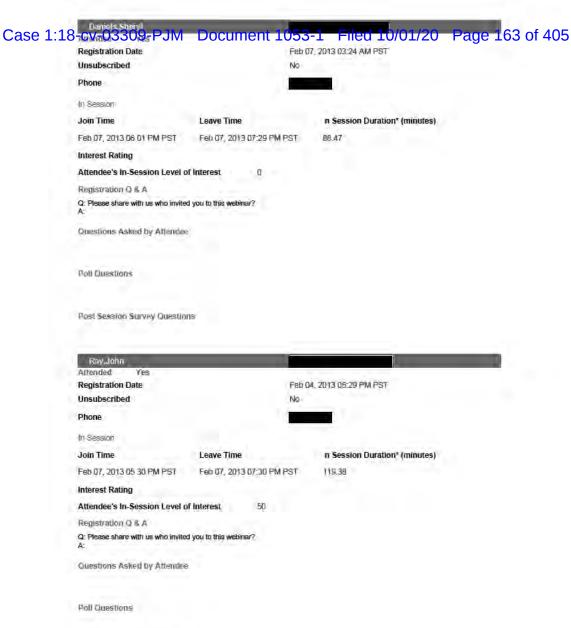
Q: Please share with us who invited you to this webinar?

Questions Asked by Attendes

Q: Hi this is Len Root BC Canada A: -unanswered-Q: is there a referrable program

A: -unanswered-

Poli Cluestions



Case 1:18 Alex Dec PJM Document 1053-1 Filed 10/01/20 Page 164 of 405 Registration Date Feb 05, 2013 12:38 PM PST Unsubscribed No Phone In Session Leave Time n Session Duration\* (minutes) Join Time Feb 07, 2013 05: 14 PM PST Feb 07, 2013 06:46 PM PST 92.57 Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: found you online Ouestions Asked by Attenuee Poli Questions Post Session Survey Questions Kern,Bill Attended Registration Date Feb 05, 2013 07:04 PM PST Unsubscribed No. Phone

Leave Time

n Session Duration\* (minutes)

Feb 07, 2013 05:14 PM PST Feb 07, 2013 06:40 PM PST

Interest Rating

Registration Q & A

In Session Join Time

Attendee's In-Session Level of Interest

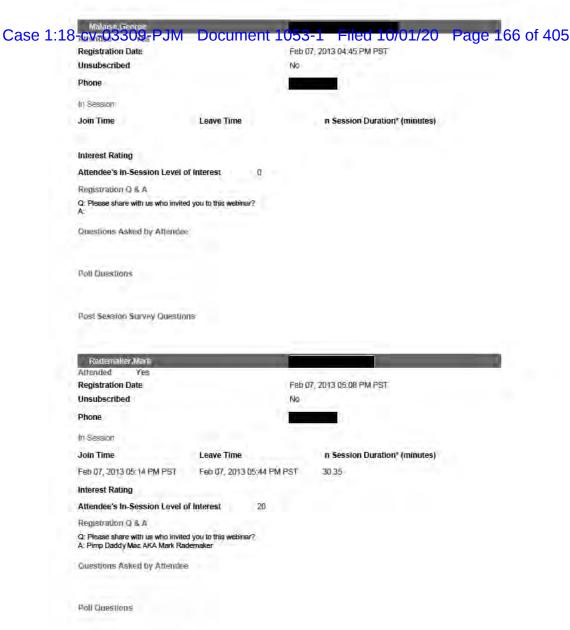
Q: Please share with us who invited you to this webinar? A: Alicia

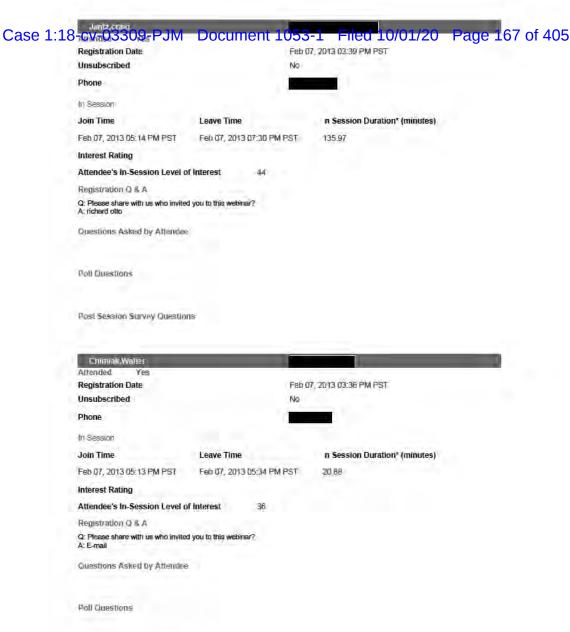
Questions Asked by Attendee

Q: What are the medical facilities for retirees? How far away? What kind of quality? A: —unanswered—

Poli Questions

Document 1053-1 Filed 10/01/20 Page 165 of 405 Feb 06, 2013 09:45 AM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05 27 PM PST Feb 07, 2013 06:10 PM PST 43.3 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar?
A: Chad Questions Asked by Attendee Poll Questions Post Session Survey Questions BENNETT, GARY Attended Registration Date Feb 07, 2013 01.08 PM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:13 PM PST Feb 07, 2013 05:24 PM PST Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: TRACI THOMPSON Questions Asked by Attendee Poll Questions





Case 1:18 TOWN DOCUMENT 1053-1 Filed 10/01/20 Page 168 of 405 Registration Date Feb 07, 2013 01.57 PM PST Unsubscribed No Phone In Session Leave Time n Session Duration\* (minutes) Join Time Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Eric Hogan Onestions Asked by Attendee Poli Questions Post Session Survey Questions Attended Registration Date Feb 07, 2013 03:59 PM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:13 PM PST Feb 07, 2013 06:36 PM PST Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? Questions Asked by Attendee

Poll Questions

Case 1:18 Control Document 1053-1 Filed 10/01/20 Page 169 of 405

Feb 07, 2013 10:00 AM PST Registration Date No

Unsubscribed

Phone In Session

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 07:29 FM PST Feb 07, 2013 05:14 PM PST

Interest Rating

Attendee's In-Session Level of Interest

Registration Q & A

Q: Please share with us who invited you to this webinar? A:

Questions Asked by Attendee

Q: How close is the development to the local towns, markets, etc?
A: -unansweredQ: Do you offer turnkey financing for both house and lot as opposed to just the tot?

Q: When will you have details available for the townhomes or villas? Do we need to commit to a lot first before being having the ability

to purchase a townhouse unit? A: -unanswered-

Poli Questions

**Post Session Survey Questions** 

Registration Date Feb 05, 2013 12:43 PM PST

Unsubscribed

Phone

(i) Session

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 06:51 FM PST Feb 07, 2013 05:19 PM PST 92.13

Interest Rating

Attendee's In-Session Level of Interest 56

Registration Q & A

Q: Please share with us who invited you to this webinar?

Questions Asked by Attendee

Q: or the avg price of home and lot

A: -unanswered-Q: what will be the cheapest home and lot there A: -unanswered-

Poli Questions

Trest Session Survey Odesdons

Case 1:18 Computation Document 1053-1 Filed 10/01/20 Page 170 of 405 Registration Date Feb 06, 2013 12:47 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:17 PM PST Feb 07, 2013 07:30 PM PST 132.8 Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Questions Asked by Attendee Q: 129 murders in belize last year A: –unanswered– Q: new yokr...first 6 months...139 A: –unanswered– Poll Questions Pesi Sessian Survey Questions

> rando)ph jerry Affended Yes Feb 04, 2013 03:36 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:13 PM PST Feb 07, 2013 07:30 PM PST 136.1 Interest Rating Attendee's In-Session Level of Interest Registration O & A Q: Please share with us who invited you to this webinar? Questions Asked by Attendee Poli Cluestions Past Session Survey Questions

Case 1:18 GM 0330 S. PJM Document 1053-1 Filed 10/01/20 Page 171 of 405 Feb 04, 2013 05:20 PM PST Registration Date Unsubscribed No Phone In Session Leave Time n Session Duration\* (minutes) Join Time Feb 07, 2013 05:13 PM PST Feb 07, 2013 06:24 PM PST Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Stave Questions Asked by Attendee Poli Questions Post Session Survey Questions Peters.Carl Attended Registration Date Feb 04, 2013 06:45 PM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:13 PM PST Feb 07, 2013 06:25 PM PST 71.07 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? Questions Asked by Attendee Poll Questions

Document 1053-1 Filed 10/01/20 Page 172 of 405 Registration Date Feb 05, 2013 03:56 PM PST Unsubscribed No Phone In Session n Session Duration\* (minutes) Join Time Leave Time Feb 07, 2013 05:38 PM PST Feb 07, 2013 05:13 PM PST 24 58 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Glen Questions Asked by Attendee Poli Questions Post Session Survey Questions Attended Registration Date Feb 05, 2013 10:28 PM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:13 PM PST Feb 07, 2013 05:23 PM PST 9.53 Interest Rating Attendee's In-Session Level of Interest 50 Registration Q & A Q: Please share with us who invited you to this webinar? A: Bill Bannon Questions Asked by Attendee Poll Questions

Case 1:18 Fire Sivila Document 1053-1 Filed 10/01/20 Page 173 of 405 Registration Date Feb 06, 2013 09:35 AM PST Unsubscribed No Phone In Session Leave Time n Session Duration\* (minutes) Join Time Feb 07, 2013 05:14 PM PST Feb 07, 2013 05:47 PM PST 32.67 Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Chad Questions Asked by Attendee Poll Questions Post Session Survey Questions Gric & Larry Attended Registration Date Feb 06, 2013 12:27 PM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:14 PM PST Feb 07, 2013 06:20 PM PST Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Lester Steptoe Questions Asked by Attendee

Poll Questions

Document 1053-1 Filed 10/01/20 Page 174 of 405 Registration Date Feb 06, 2013 12:45 PM PST Unsubscribed No Phone In Session n Session Duration\* (minutes) Join Time Leave Time Feb 07, 2013 05:14 PM PST Feb 07, 2013 07:29 FM PST 135.77 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: email Questions Asked by Attendee Poll Questions Post Session Survey Questions Attended

Registration Date Feb 06, 2013 07.56 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:14 PM PST Feb 07, 2013 07:29 PM PST 135.68 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Bill Questions Asked by Attendee Poll Questions Post Session Survey Questions

Document 1053-1 Filed 10/01/20 Page 175 of 405 Registration Date Feb 07, 2013 10:29 AM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 07 01 PM PST Feb 07, 2013 07:30 PM PST 28 55 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attendee Poli Questions Post Session Survey Questions Registration Date Feb 07, 2013 10:21 AM PST Unsubscribed No. Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:13 PM PST Feb 07, 2013 07:13 PM PST 119.33 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? Questions Asked by Attendee

Poll Questions

Document 1053-1 Filed 10/01/20 Page 176 of 405 Registration Date Feb 07, 2013 04:16 PM PST Unsubscribed No Phone In Session n Session Duration\* (minutes) Join Time Leave Time Feb 07, 2013 05:14 PM PST Feb 07, 2013 07:30 PM PST 135.78 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: email Questions Asked by Attendee Poll Questions Post Session Survey Questions Joos, Janna Attended Registration Date Feb 07, 2013 05:56 PM PST Unsubscribed No Phone

> In Session Join Time

Leave Time n Session Duration\* (minutes)

Feb 07, 2013 05 57 PM PST Feb 07, 2013 06:13 PM PST

Interest Rating

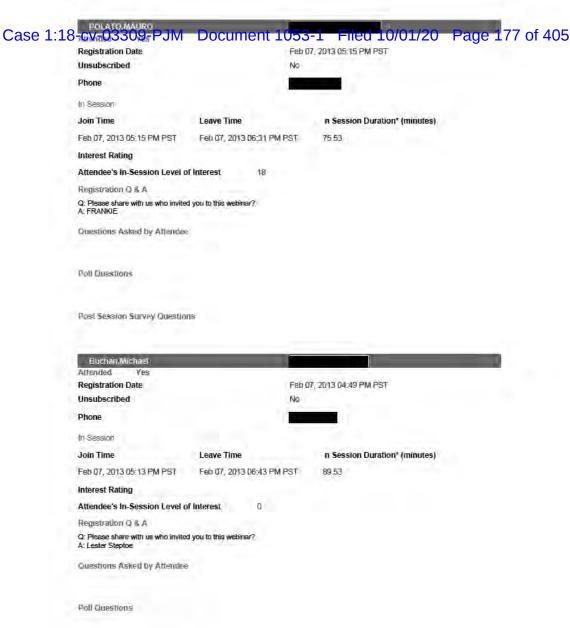
Attendee's In-Session Level of Interest

Registration Q & A

Q: Please share with us who invited you to this webinar? A: Maya

Questions Asked by Attendee

Poll Questions



Document 1053-1 Filed 10/01/20 Page 178 of 405 Registration Date Feb 07, 2013 04:57 PM PST Unsubscribed No Phone In Session n Session Duration\* (minutes) Join Time Leave Time Feb 07, 2013 05:13 PM PST Feb 07, 2013 07:21 PM PST 127.87 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: victor Questions Asked by Attendee Poli Questions Post Session Survey Questions Fanner, Jacki e Attended Registration Date Feb 07, 2013 03:55 PM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:13 PM PST Feb 07, 2013 06:06 PM PST Interest Rating Attendee's In-Session Level of Interest 47 Registration Q & A Q: Please share with us who invited you to this webinar? A: Glenn Smith Questions Asked by Attendee Poll Questions

Case 1:18 Filled 10/01/20 Page 179 of 405 Registration Date Feb 07, 2013 04:58 PM PST Unsubscribed No Phone In Session n Session Duration\* (minutes) Join Time Leave Time Feb 07, 2013 05:13 PM PST Feb 07, 2013 06:00 FM PST Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attendee Poll Questions Post Session Survey Questinns Hilde,Jason Attended Registration Date Feb 07, 2013 05:17 PM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:19 PM PST Feb 07, 2013 07:30 PM PST Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? Questions Asked by Attendee Poll Questions

Document 1053-1 Filed 10/01/20 Page 180 of 405 Feb 04, 2013 05:07 PM PST Registration Date Unsubscribed No Phone In Session n Session Duration\* (minutes) Join Time Leave Time Feb 07, 2013 06:38 PM PST Feb 07, 2013 05:13 PM PST 84.98 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar?A: Paige Reneau Questions Asked by Attendee Poll Questions Post Session Survey Questions Hardesty.Claric Attended Registration Date Feb 04, 2013 04.56 PM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:13 PM PST Feb 07, 2013 07:30 PM PST 136.03 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Eric Hogan Questions Asked by Attendee Poll Questions

Case 1:18 - CVT 03308-PJM Document 1053-1 Filed 10/01/20 Page 181 of 405 Feb 05, 2013 07:53 AM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 06:47 PM PST Feb 07, 2013 06:15 PM PST 32.65 Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: jimmy luckett Onestions Asked by Attendee Poll Questions Post Session Survey Questions Sellz,Nei Attended Registration Date Feb 05, 2013 11.02 AM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:14 PM PST Feb 07, 2013 06:30 PM PST Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Eric Questions Asked by Attendee Poll Questions

Document 1053-1 Filed 10/01/20 Page 182 of 405 Registration Date Feb 05, 2013 02:23 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05 50 PM PST Feb 07, 2013 07:30 PM PST 99.92 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attendee Poll Questions Post Session Survey Questions Attended Registration Date Feb 05, 2013 02:20 PM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05 35 PM PST Feb 07, 2013 06:36 PM PST 60.9 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? Questions Asked by Attendee Poll Questions

Case 1:18-cv-03309-PJM Document 1053-1 Filed 10/01/20 Page 183 of 405 Registration Date Feb 05, 2013 03:21 PM PST Unsubscribed No Phone In Session n Session Duration\* (minutes) Join Time Leave Time Feb 07, 2013 05:13 PM PST Feb 07, 2013 06:08 PM PST 54.95 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Chelsie Sharp Questions Asked by Attendee Poli Questions Post Session Survey Questions Skulitz.Paul Attended Registration Date Feb 05, 2013 05:17 PM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 06 27 PM PST Feb 07, 2013 06:31 PM PST 3 88 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Lester Steptoe Jr. Questions Asked by Attendee

Poll Questions

Case 1:18 Futerson Ryan Document 1053-1 Filed 10/01/20 Page 184 of 405 Feb 06, 2013 03:23 PM PST Registration Date Unsubscribed No Phone In Session n Session Duration\* (minutes) Join Time Leave Time Feb 07, 2013 05 39 PM PST Feb 07, 2013 06:00 PM PST 21.63 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Cheyenne Alred Questions Asked by Attendee Poli Questions Post Session Survey Questions Registration Date Feb 06, 2013 06.10 PM PST Unsubscribed No Phone

In Session

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 07 07 PM PST Feb 07, 2013 07:10 PM PST 3 02

Interest Rating

Attendee's In-Session Level of Interest 46

Registration Q & A

Q: Please share with us who invited you to this webinar?

A:

Questions Asked by Attendee

Poll Questions

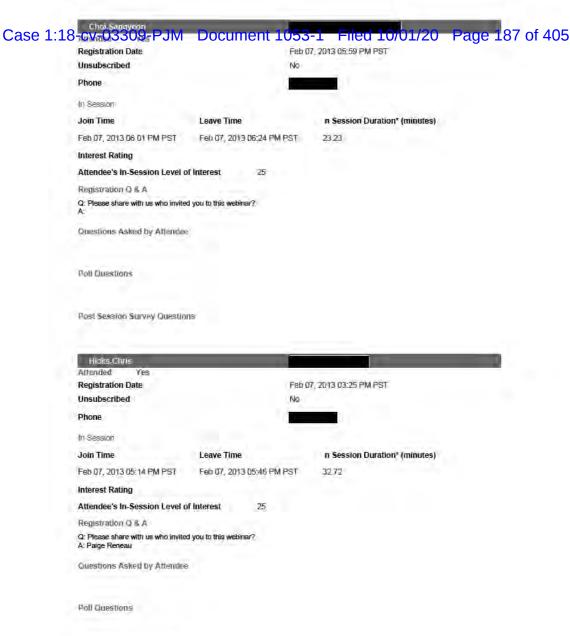


Case 1:18 - CVT-03309-PJIVI Document 1053-1 Filed 10/01/20 Page 186 of 405 Registration Date Feb 07, 2013 11:19 AM PST Unsubscribed No Phone In Session Leave Time Join Time n Session Duration\* (minutes) Feb 07, 2013 06 07 PM PST Feb 07, 2013 06:31 PM PST 24.03 Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Atlendee Poll Questions Post Session Survey Questions Christopher-Steve Attended Registration Date Feb 07, 2013 12:48 PM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:47 PM PST Feb 07, 2013 07:30 PM PST 102.58 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? Questions Asked by Attendee

Q: Hi Luke, How do the boat slips work? Do you have to purchase one, or will some be available for rent, and what are the prices? A: —unanswered—

Pesi Session Survey Questions

Poli Questions



Document 1053-1 Filed 10/01/20 Page 188 of 405

Registration Date Feb 07, 2013 04:55 PM PST

Unsubscribed

No

In Session

Phone

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 06:56 PM PST Feb 07, 2013 06 06 PM PST

Interest Rating

Attendee's in-Session Level of Interest

Registration Q & A

Q: Please share with us who invited you to this webinar? A:

Onestions Asked by Attendee

Poli Questions

Post Session Survey Questions

i ack@sanctuarybelize.com

Registration Date Feb 07, 2013 05:38 PM PST

Unsubscribed No

Phone

In Session

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 05 39 PM PST Feb 07, 2013 07:30 PM PST 110.38

Interest Rating

Attendee's In-Session Level of Interest 27

Registration Q & A

Q: Please share with us who invited you to this webinar? A: klark

Questions Asked by Attendee

Poll Questions

Post Session Survey Questions

74

Case 1:18 TOWN DOCUMENT 1053-1 Filed 10/01/20 Page 189 of 405 Registration Date Feb 07, 2013 05:03 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:13 PM PST Feb 07, 2013 06:25 PM PST 71.47 Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attendee Poll Questions Post Session Survey Questions Attended Registration Date Feb 07, 2013 01.53 PM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:14 PM PST Feb 07, 2013 07:29 PM PST Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Robert

Poll Questions

Questions Asked by Attendee

Q: When will the beach club be opened ? cheers Luke Josh and Tiffany tot SR186 A: -unanswered-

Case 1:18 GUNDUSSUS PJIM Document 1053-1 Filed 10/01/20 Page 190 of 405

Registration Date Feb 07, 2013 05:03 PM PST

Unsubscribed No

Phone

In Session

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 05:13 PM PST Feb 07, 2013 07:30 PM PST 136.18

Interest Rating

Attendee's in-Session Level of Interest

Registration Q & A

Questions Asked by Attentiee

Q: is there an alternative to the 25 min flight from Belize City? Is driving an option? A: -unanswered--

Poli Questions

Post Session Survey Questions

Peck, Alicia

Attended

Registration Date Feb 07, 2013 02:36 PM PST

Unsubscribed No

Phone

In Session

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 05 26 PM PST Feb 07, 2013 05:56 PM PST 29.55

Interest Rating

Attendee's In-Session Level of Interest

Registration Q & A

Q: Please share with us who invited you to this webinar?

Questions Asked by Attendee

Poll Questions

Case 1:18 Hopeneric Document 1053-1 Filed 10/01/20 Page 191 of 405 Registration Date Feb 07, 2013 06:22 PM PST Unsubscribed No Phone In Session n Session Duration\* (minutes) Join Time Leave Time Feb 07, 2013 06 23 PM PST Feb 07, 2013 06:37 FM PST 1427 Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Eric Questions Asked by Attendee Poll Questions Post Session Survey Questions Dacosta Lisa Registration Date Feb 07, 2013 11:11 AM PST Unsubscribed No. Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:13 PM PST Feb 07, 2013 07:10 PM PST Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? Questions Asked by Attendee Q: Does the tour includes Airfare? A: -unanswered-Poll Questions

Case 1:18 GMTU33U3FPJIM Document 1053-1 Filed 10/01/20 Page 192 of 405 Registration Date Feb 05, 2013 06:21 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 07:18 PM PST Feb 07, 2013 05:13 PM PST 124.25 Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Sandy Kuhns Questions Asked by Attendee Q: What happens if we aren't able to make a deposit until March? A: —unanswered— Q: Are residents allowed to open a business in the development? A: -unanswered-Q: What are the prices of the lots that aren't near the water? A: —unanswered— Q: are residents allowed to build their own homes? A: —unanswered— Poli Questions

> Barrow.lan Attended Registration Date Feb 04, 2013 02:48 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:17 PM PST Feb 07, 2013 06:32 PM PST 74 37 Interest Rating Attendee's In-Session Level of Interest 54 Registration Q & A Q: Please share with us who invited you to this webinar? A: Maya Baker Onestions Asked by Atlendee Poll Questions Post Session Survey Questinns

Case 1:18-GM-03309-PJIVI Document 1053-1 Filed 10/01/20 Page 193 of 405 Registration Date Feb 06, 2013 07:16 AM PST Unsubscribed No Phone In Session Leave Time n Session Duration\* (minutes) Join Time Feb 07, 2013 05:14 PM PST Feb 07, 2013 07:30 FM PST Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Traci Questions Asked by Attendee Poll Questions Post Session Survey Questions Cook,Bob Attended Registration Date Feb 05, 2013 02.58 PM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:19 PM PST Feb 07, 2013 05:59 PM PST 40.27 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar?

Post Session Survey Questions

Poll Questions

Questions Asked by Attendee

Case 1:18-GV-03309-PJIVI Document 1053-1 Filed 10/01/20 Page 194 of 405 Registration Date Feb 07, 2013 07:39 AM PST Unsubscribed No Phone In Session n Session Duration\* (minutes) Join Time Leave Time Feb 07, 2013 07:29 PM PST Feb 07, 2013 05:13 PM PST 136.07 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: victor Questions Asked by Attendee Poli Questions Post Session Survey Questions

Caputi,sarah Attended Registration Date Feb 07, 2013 11:17 AM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:19 PM PST Feb 07, 2013 05:38 PM PST 19.22 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Sean Burke Questions Asked by Attendee Poll Questions

Case 1:18-GV-03308-PJIVI Document 1053-1 Filed 10/01/20 Page 195 of 405 Feb 07, 2013 10:12 AM PST Registration Date Unsubscribed No Phone In Session n Session Duration\* (minutes) Join Time Leave Time Feb 07, 2013 05: 14 PM PST Feb 07, 2013 06:09 FM PST Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Eric Hogan Onestions Asked by Attendee Poli Questions Post Session Survey Questions Attended Registration Date Feb 07, 2013 01:31 PM PST Unsubscribed No. Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:13 PM PST Feb 07, 2013 07:30 PM PST 136.13 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Klark Sparks Questions Asked by Attendee Poll Questions

Case 1:18 CONTROL DOCUMENT 1053-1 Filed 10/01/20 Page 196 of 405 Registration Date Feb 07, 2013 12:09 PM PST Unsubscribed No Phone In Session n Session Duration\* (minutes) Join Time Leave Time Feb 07, 2013 05:14 PM PST Feb 07, 2013 06:28 FM PST 74.25 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Maya Questions Asked by Attendee Q: Will you have tennis courts? A: -unanswered-

Post Session Survey Questions

Post Session Survey Questions

Poli Questions

Attended Registration Date Feb 07, 2013 05:02 PM PST Unsubscribed No. Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:14 PM PST Feb 07, 2013 06:27 PM PST Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? Questions Asked by Attendee Poll Questions

Case 1:18 Steprot Rick PJIM Document 1053-1 Filed 10/01/20 Page 197 of 405

Registration Date Feb 07, 2013 05:36 PM PST

Unsubscribed

No

In Session

Phone

Leave Time n Session Duration\* (minutes) Join Time

Feb 07, 2013 06:43 PM PST Feb 07, 2013 05 39 PM PST 63 35

Interest Rating

Attendee's In-Session Level of Interest

Registration Q & A

Q: Please share with us who invited you to this webinar? A: Jeff Moseley

Ouestions Asked by Attendee

Poli Questions

Post Session Survey Questions

Attended

Registration Date Feb 07, 2013 04:56 PM PST

Unsubscribed No

Phone

In Session

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 05:13 PM PST Feb 07, 2013 06:54 PM PST 100.2

Interest Rating

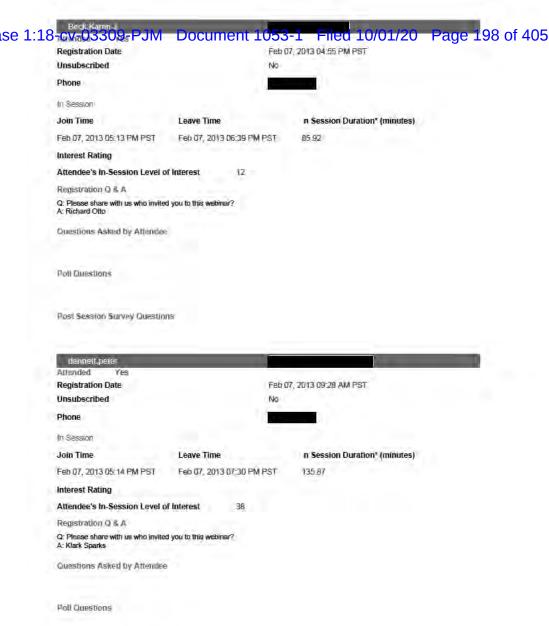
Attendee's In-Session Level of Interest 53

Registration Q & A

Q: Please share with us who invited you to this webinar?

Questions Asked by Attendee

Poll Questions



Case 1:18-Gvan 3300 PJIVI Document 1053-1 Filed 10/01/20 Page 199 of 405 Registration Date Feb 07, 2013 05:40 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:41 PM PST Feb 07, 2013 06:00 PM PST 19.32 Interest Rating Attendee's In-Session Level of Interest Registration Q & A  $\ensuremath{\mathbf{Q}}\xspace$  Please share with us who invited you to this webinar? A: Onestions Asked by Attendee Poli Questions Post Session Survey Questions Registration Date Feb 07, 2013 04:25 PM PST Unsubscribed No Phone In Session

Registration Date
Unsubscribed
No

Phone
In Session

Join Time
Leave Time
In Session Duration\* (minutes)

Feb 07, 2013 05:13 PM PST
Feb 07, 2013 07:30 PM PST
Interest Rating

Attendee's In-Session Level of Interest
40
Registration Q & A
Q: Please share with us who invited you to this webinar?
A:

Guestions Asked by Attendee

Poll Questions

Case 1:18-cv-03309-PJM Document 1053-1 Filed 10/01/20 Page 200 of 405

No

Registration Date Feb 07, 2013 06.19 PM PST

Leave Time

Unsubscribed

Phone

Join Time

In Session

n Session Duration\* (minutes)

Feb 07, 2013 06 20 PM PST

Feb 07, 2013 06:22 PM PST

227

Interest Rating

Attendee's in-Session Level of Interest

Registration Q & A

Q: Please share with us who invited you to this webinar? A: jeff moseley

Onestions Asked by Attendee

Poli Questions

Post Session Survey Questions

Attended

juos.e@buybelize.com

Registration Date

Feb 07, 2013 04:06 PM PST

Unsubscribed No

Phone

In Session

Join Time

Leave Time

n Session Duration\* (minutes)

Feb 07, 2013 05:13 PM PST Feb 07, 2013 07:27 PM PST 64.97

Interest Rating

Attendee's In-Session Level of Interest 17

Registration Q & A

Q: Please share with us who invited you to this webinar?

A: BUY Belize

Questions Asked by Attendice

Poll Questions

Case 1:18 - Complete PJIM Document 1053-1 Filed 10/01/20 Page 201 of 405

Registration Date Feb 07, 2013 04:35 PM PST

Unsubscribed No

Phone

In Session

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 05: 14 PM PST Feb 07, 2013 07:19 PM PST 125.27

Interest Rating

Attendee's In-Session Level of Interest

Registration Q & A

Q: Please share with us who invited you to this webinar? A: Mara Barnes

Questions Asked by Attendee

Poli Questions

Post Session Survey Questions

Attended

Registration Date Feb 07, 2013 04:36 PM PST

Unsubscribed No

Phone

In Session

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 05:13 PM PST Feb 07, 2013 07:08 PM PST 115.05

Interest Rating

Attendee's In-Session Level of Interest

Registration Q & A

Q: Please share with us who invited you to this webinar?

Questions Asked by Attendee

Poll Questions

Post Session Survey Questions

87

Case 1:18-cv-03309-PJIVI Document 1053-1 Filed 10/01/20 Page 202 of 405

No

Feb 07, 2013 04:33 PM PST Registration Date

Unsubscribed

Phone In Session

n Session Duration\* (minutes) Join Time Leave Time

Feb 07, 2013 07:30 FM PST Feb 07, 2013 05:13 PM PST

Interest Rating

Attendee's in-Session Level of Interest

Registration Q & A

Q: Please share with us who invited you to this webinar? A: klark sparks

Questions Asked by Attendee

Q: Evening myname is Will my wife and I are currently medical students I hear there is a new Hospital being built how hard would it be to get work
A: —unanswered—

Poll Questions

Post Session Survey Questione

Attended

Feb 07, 2013 04:00 PM PST Registration Date

Unsubscribed No

Phone

In Session

Leave Time Join Time n Session Duration\* (minutes)

Feb 07, 2013 05:14 PM PST Feb 07, 2013 06:45 PM PST 91.72

Interest Rating

Attendee's In-Session Level of Interest

Registration O & A

Q: Please share with us who invited you to this webinar? A: Sean Burke

Questions Asked by Attendes

Pell Questions

Case 1:18 Filed 10/01/20 Page 203 of 405

No

Feb 07, 2013 02:36 PM PST Registration Date

Unsubscribed

Phone

In Session

n Session Duration\* (minutes) Join Time Leave Time

Feb 07, 2013 07:29 FM PST Feb 07, 2013 05:14 PM PST

Interest Rating

Attendee's in-Session Level of Interest

Registration Q & A

Q: Please share with us who invited you to this webinar? A: David Hadlum

Questions Asked by Attendee

Q: Hey Luke, how many lots have been sold to date, just asking so others listening know. :) A: –unanswered–

Poli Questions

Post Session Survey Questions

Attended

Feb 07, 2013 06:59 PM PST Registration Date

Unsubscribed No

Phone

In Session

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 07 00 PM PST Feb 07, 2013 07:29 PM PST

Interest Rating

Attendee's In-Session Level of Interest 43

Registration Q & A

Q: Please share with us who invited you to this webinar? A: Bill Bannon

Questions Asked by Attendee

Q: How many lots totally available for purchase? A: -unanswered-

Poll Questions

Case 1:18 - dww.ton.my Document 1053-1 Filed 10/01/20 Page 204 of 405 Feb 05, 2013 10:23 AM PST Registration Date Unsubscribed No Phone In Session n Session Duration\* (minutes) Join Time Leave Time Feb 07, 2013 05:13 PM PST Feb 07, 2013 06:16 PM PST 62.3 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: lester Questions Asked by Attendee Poli Questions Post Session Survey Questions Attended Registration Date Feb 06, 2013 08:27 AM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:13 PM PST Feb 07, 2013 07:30 PM PST 136.1 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? Questions Asked by Attendee Poll Questions

Document 1053-1 Filed 10/01/20 Page 205 of 405 Feb 05, 2013 02:38 PM PST Registration Date Unsubscribed No Phone In Session n Session Duration\* (minutes) Join Time Leave Time Feb 07, 2013 05 24 PM PST Feb 07, 2013 06:21 PM PST Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: LeRoy Kiddell Questions Asked by Attendee Poll Questions Post Session Survey Questions Juhl-Ginga Attended Registration Date Feb 05, 2013 02:48 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:14 PM PST Feb 07, 2013 06:12 PM PST 59.05 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? Questions Asked by Attendee

Poll Questions

Case 1:18-GVTU33U25PJIVI Document 1053-1 Filed 10/01/20 Page 206 of 405 Feb 05, 2013 05:27 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 07:03 PM PST Feb 07, 2013 05:14 PM PST 109.6 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Victor Questions Asked by Attendee Poll Questions Post Session Survey Questions Attended Registration Date Feb 06, 2013 04:19 PM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05:13 PM PST Feb 07, 2013 05:35 PM PST Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: You did! Dennis Vaughn Questions Asked by Attendee

Poll Questions

Case 1:18 - Chapter 1 Feb 06, 2013 04:18 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Feb 07, 2013 05 24 PM PST Feb 07, 2013 06:09 FM PST 45 33 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attendee Poll Questions Post Session Survey Questions Attended Registration Date Feb 06, 2013 04:59 PM PST

Attended Yes

Registration Date Feb 06, 2013 04:59 PM PST

Unsubscribed No

Phone
In Session

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 05:13 PM PST Feb 07, 2013 07:30 PM PST 136.12

Interest Rating

Attendee's In-Session Level of Interest 39

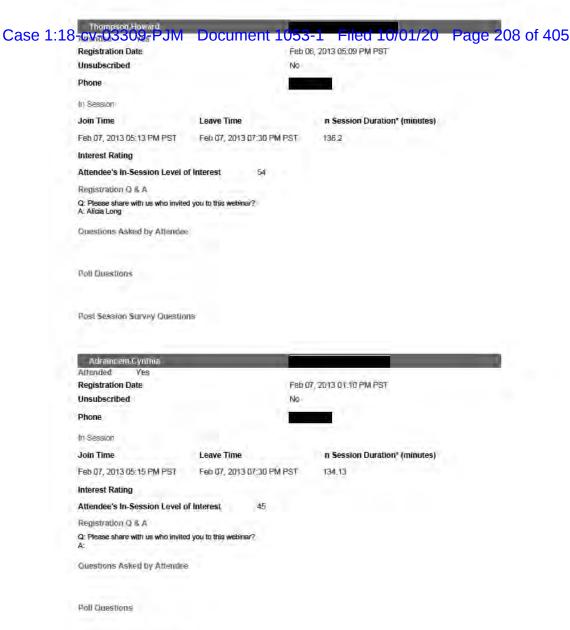
Registration Q & A

Q: Please share with us who invited you to this webinar?

A:

Questions Asked by Attendee

Poll Questions



Case 1:18 - Case 2:18 - Case 2 Registration Date Feb 07, 2013 11:57 AM PST Unsubscribed No Phone In Session Leave Time n Session Duration\* (minutes) Join Time Feb 07, 2013 06:41 PM PST Feb 07, 2013 06 35 PM PST 5.73 Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attendee Poll Questions Post Session Survey Questions Attended Registration Date Feb 07, 2013 04.13 PM PST Unsubscribed No Phone in Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: traci thompson Questions Asked by Attendee Poll Questions

Case 1:18 GM 10/01/20 Page 210 of 405 Feb 07, 2013 05:10 PM PST Registration Date Unsubscribed No Phone In Session n Session Duration\* (minutes) Join Time Leave Time Feb 07, 2013 05: 14 PM PST Feb 07, 2013 07:30 PM PST Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Chelsi Sharp Questions Asked by Attendee Q: "O. Bruce Mikell" (Alabama) What airline(s) service Belize? Where? (approx how far from "Santuary Belize)? A: —unanswered— Poli Questions Post Session Survey Questions Argentieri,Luis Attended Registration Date Feb 07, 2013 04:57 PM PST Unsubscribed No. Phone In Session

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 05:13 PM PST Feb 07, 2013 06:13 PM PST

Interest Rating

Attendee's In-Session Level of Interest

Registration Q & A

Q: Please share with us who invited you to this webinar? A: Richard Otto

Questions Asked by Attendee

Poll Questions

Case 1:18 - Case 2:10 - Case 2

Feb 07, 2013 02.14 PM PST Registration Date

Unsubscribed No

Phone

In Session

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 05:14 PM PST Feb 07, 2013 07:29 PM PST 135.62

Interest Rating

Attendee's In-Session Level of Interest

Registration Q & A

Q: Please share with us who invited you to this webinar? A: Paige Reneau

Questions Asked by Attendee

Poll Questions

Post Session Survey Questions

Attended

Registration Date Feb 07, 2013 05:02 PM PST

Unsubscribed No-

Phone 4075079216

In Session

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 05:14 PM PST Feb 07, 2013 06:27 PM PST

Interest Rating

Attendee's In-Session Level of Interest

Registration Q & A

Q: Please share with us who invited you to this webinar?

Questions Asked by Attendee

Poll Questions

Case 1:18 TOWN DOCUMENT 1053-1 Filed 10/01/20 Page 212 of 405 Feb 07, 2013 05:32 PM PST Registration Date

Unsubscribed

No

Phone

In Session

Leave Time Join Time n Session Duration\* (minutes)

Feb 07, 2013 05 34 PM PST Feb 07, 2013 05:54 PM PST 205

Interest Rating

Attendee's In-Session Level of Interest

Registration Q & A

Q: Please share with us who invited you to this webinar? A:  $\mbox{L}\Bar{\sc j}$ 

Questions Asked by Attendee

Poli Questions

Post Session Survey Questions

Attended

Registration Date Feb 07, 2013 04:37 PM PST

Unsubscribed No

Phone

In Session

Join Time Leave Time n Session Duration\* (minutes)

Feb 07, 2013 05:13 PM PST Feb 07, 2013 05:57 PM PST 43 57

Interest Rating

Attendee's In-Session Level of Interest 27

Registration Q & A

Q: Please share with us who invited you to this webinar?

Questions Asked by Attendee

Poll Questions

Case 1:18-cv-03309-PJM Document 1053-1 Filed 10/01/20 Page 213 of 405 Feb 07, 2013 11:55 AM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar?
A: Mark Rademaker Questions Asked by Attenues Poli Questions Post Session Survey Questions Waldriff.Tim Attended Registration Date Feb 07, 2013 12:40 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Steve Paxton Questions Asked by Attentice Poll Questions

Case 1:18 - Windles Developed PJIM Document 1053-1 Filed 10/01/20 Page 214 of 405 Feb 07, 2013 01.03 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Mario Questions Asked by Attences Poll Questions Post Session Survey Questions Poling,Amanda Attended Registration Date Feb 07, 2013 12:43 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Sean burke Questions Asked by Attention Poll Questions

Document 1053-1 Filed 10/01/20 Page 215 of 405 Feb 07, 2013 12.51 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attences Poll Questions Post Session Survey Questions Ware, Charles Registration Date Feb 07, 2013 12.15 PM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Kate at Caye Bank Questions Asked by Attendee Poll Questions

Case 1:18 Rudoley James - PJIM Document 1053-1 Filed 10/01/20 Page 216 of 405 Feb 07, 2013 04:53 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attences Poll Questions Post Session Survey Questions Registration Date Feb 07, 2013 02:37 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? Questions Asked by Attendes Poll Questions

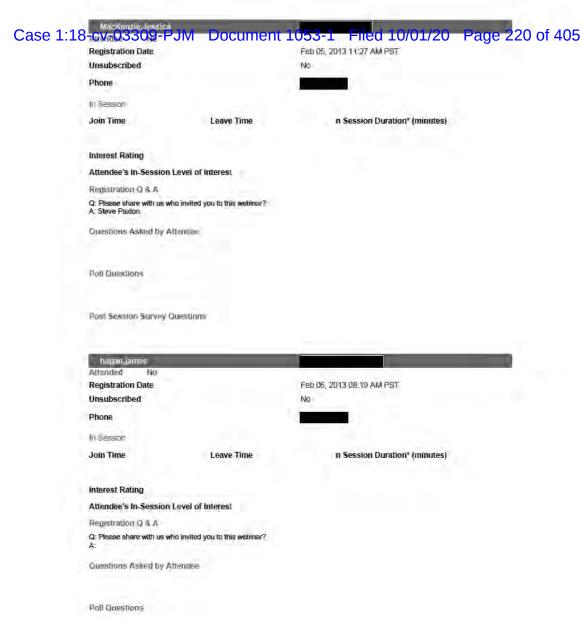
Document 1053-1 Filed 10/01/20 Page 217 of 405 Feb 07, 2013 02.15 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attences Poll Questions Post Session Survey Questions Benzick william Attended Registration Date Feb 07, 2013 03:36 PM PST Unsubscribed No-Phone 5206220161 In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: on line adds Questions Asked by Attendee

Poll Questions

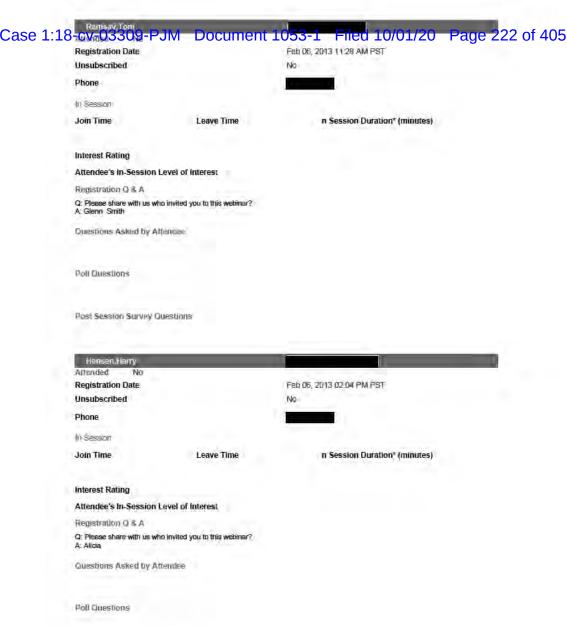
Document 1053-1 Filed 10/01/20 Page 218 of 405 Feb 07, 2013 02:36 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Snadi Kuhns Questions Asked by Attences Poll Questions Post Session Survey Questions Attended Registration Date Feb 07, 2013 06:24 PM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: eric Questions Asked by Attenue

Poll Questions

Case 1:18-GVT03309-PJIVI Document 1053-1 Filed 10/01/20 Page 219 of 405 Feb 07, 2013 04:50 AM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: internet Questions Asked by Attences Poll Questions Post Session Survey Questions Lord.Jerri Attended Registration Date Feb 05, 2013 06.11 AM PST Unsubscribed Baunce Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Questions Asked by Attendee Poll Questions



Document 1053-1 Filed 10/01/20 Page 221 of 405 Feb 05, 2013 12:47 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Bill Bannon Questions Asked by Attenuee Poli Questions Post Session Survey Questions Bolden Darwin Attended Registration Date Feb 06, 2013 10:47 AM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: email Questions Asked by Attenue Poll Questions



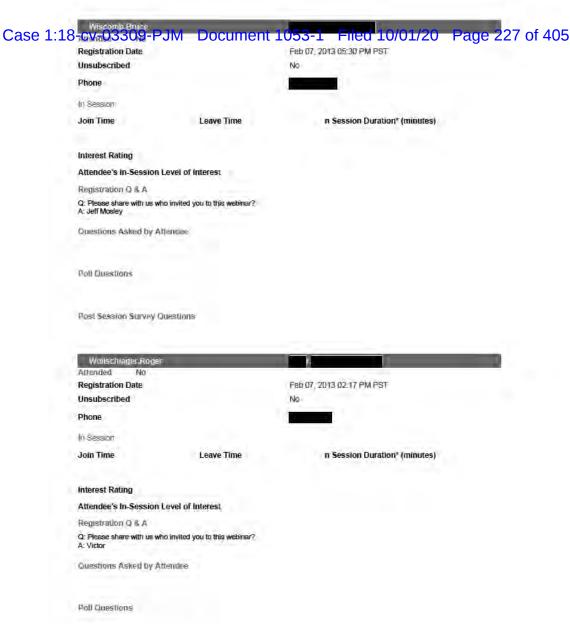
Case 1:18-GV-03309-PJIVI Document 1053-1 Filed 10/01/20 Page 223 of 405 Feb 06, 2013 02:07 PM PST Registration Date Unsubscribed Baunce Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar?A: Cheyenne Aldred Questions Asked by Attendee Poll Questions Post Session Survey Questions Attended Registration Date Feb 06, 2013 05:10 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Questions Asked by Attentive Poll Questions

Case 1:18-GV-03309-PJIVI Document 1053-1 Filed 10/01/20 Page 224 of 405 Feb 07, 2013 11:16 AM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar?
A: Paige Reneau Questions Asked by Attences Poli Questions Post Session Survey Questions Attended Registration Date Feb 07, 2013 01.08 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? Questions Asked by Attendee

Poll Questions

Case 1:18 Rahm Narcy PJIVI Document 1053-1 Filed 10/01/20 Page 225 of 405 Feb 07, 2013 12.57 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Jeff Moseley Questions Asked by Atlenuee Poli Questions Post Session Survey Questions Attended Registration Date Feb 07, 2013 01:47 PM PST Unsubscribed Baunce Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: traci thompson Questions Asked by Attendee

Filed 10/01/20 Page 226 of 405 Document 1053-1 Feb 07, 2013 02:44 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attendee Poll Questions Post Session Survey Questions Beckerman,chuck Attended Registration Date Feb 07, 2013 02.14 PM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Questions Asked by Attendee Poll Questions



Case 1:18 Long Alicia Page 228 of 405 Registration Date Feb 07, 2013 10:54 AM PST Unsubscribed No

Phone

In Session

Join Time Leave Time n Session Duration\* (minutes)

Interest Rating

Attendee's In-Session Level of Interest

Registration Q & A

Q: Please share with us who invited you to this webinar? A: Alicia

Questions Asked by Attendee

Poll Questions

**Post Session Survey Questions** 

| M,Brian   |            | brian@sanctuarybelize.com     |
|---|------------|-------------------------------|
| Attended No   |            |                               |
| Registration Date   |            | Feb 07, 2013 06:38 PM PST     |
| Unsubscribed  |            | No                            |
| Phone   |            |                               |
| In Session  |            |                               |
| Join Time   | Leave Time | n Session Duration* (minutes) |
|   |            |                               |
| Interest Rating   |            |                               |
| Attendee's In-Session Level of Interest                     |            |                               |
| Registration Q & A  |            |                               |
| Q: Please share with us who invited you to this webinar? A: |            |                               |
| Questions Asked by Attendee                                 |            |                               |
|   |            |                               |
| Poll Questions  |            |                               |

Case 1:18 GW 23309-PJM Document 1053-1 Filed 10/01/20 Page 229 of 405 Feb 07, 2013 01:58 PM PST Registration Date Unsubscribed No 3369789852 Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: you did Questions Asked by Attences Poll Questions Post Session Survey Questions Registration Date Feb 07, 2013 05:41 PM PST Unsubscribed No: Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Richard otto Questions Asked by Attendee Poll Questions

Document 1053-1 Filed 10/01/20 Page 230 of 405 Feb 07, 2013 02:20 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar?
A: Mara Barnes Questions Asked by Atlenuee Poli Questions Post Session Survey Questions STARKMAN.JED Attended Registration Date Feb 07, 2013 02:28 PM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: MR ARRON HASKAL Questions Asked by Attendee

Poll Questions

Case 1:18-67-03309-PJW Document 1053-1 Filed 10/01/20 Page 231 of 405 Feb 07, 2013 04:03 PM PST Registration Date Unsubscribed No Phone 9495289036 In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of interest Registration Q & A Q: Please share with us who invited you to this webinar? A: BB Group Questions Asked by Attendee Poll Questions Post Session Survey Questions DISESSA, ALBERT Attended Registration Date Feb 06, 2013 06.06 AM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: email Questions Asked by Attendee Poll Questions

Case 1:18-GYTU3309-PJIVI Document 1053-1 Filed 10/01/20 Page 232 of 405 Feb 04, 2013 08:31 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: VICTOR Questions Asked by Attences Poll Questions Post Session Survey Questions Lazanas-Denna Attended Registration Date Feb 04, 2013 04:57 PM PST Unsubscribed Baunce Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: sleve Questions Asked by Attenuise Poll Questions

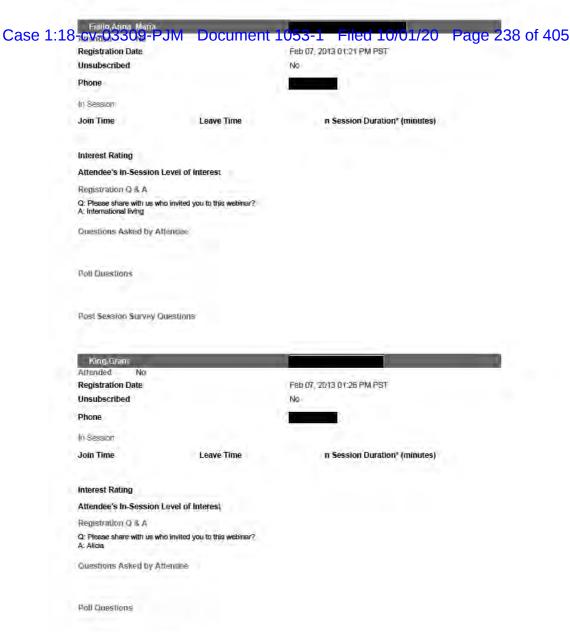
Document 1053-1 Filed 10/01/20 Page 233 of 405 Feb 05, 2013 11.02 AM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Eric Questions Asked by Attendee Poll Questions Post Session Survey Questions Attended Registration Date Feb 05, 2013 06.12 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: traci thompson Questions Asked by Attendes Poll Questions

Case 1:18-cv-03309-PJM Document 1053-1 Filed 10/01/20 Page 234 of 405 Feb 05, 2013 05:34 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar?
A: Maya Baker Questions Asked by Attenuee Poll Questions Post Session Survey Questions Birth, James Attended Registration Date Feb 07, 2013 07.52 AM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Sheila Birth Questions Asked by Attentice Poll Questions

Case 1:18-GW-03309-PJIVI Document 1053-1 Filed 10/01/20 Page 235 of 405 Feb 06, 2013 10:51 AM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Chelsie Sharp Questions Asked by Attenuee Poli Questions Post Session Survey Questions Owens.Alicia Attended Registration Date Feb 06, 2013 11:13 AM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Jeremy Joste Questions Asked by Attention Poll Questions

Case 1:18-CV-03309-PJM Document 1053-1 Filed 10/01/20 Page 236 of 405 Registration Date Feb 06, 2013 05:11 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Eric Hogan Onestions Asked by Attendee Poll Questions Post Session Survey Questions Rothbard Mon Attended Registration Date Feb 06, 2013 06:26 PM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: can't remember Questions Asked by Attendee Poll Questions

Case 1:18-GV-03309-PJW Document 1053-1 Filed 10/01/20 Page 237 of 405 Registration Date Feb 06, 2013 07:44 PM PST Unsubscribed Baunce Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attences Poll Questions Post Session Survey Questions mudy,criftord Attended Registration Date Feb 07, 2013 10:29 AM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Questions Asked by Attendee Poll Questions



Case 1:18-cv-03309-PJM Document 1053-1 Filed 10/01/20 Page 239 of 405 Feb 07, 2013 04:43 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Chad Harting Questions Asked by Atlenuee Poli Questions Post Session Survey Questions Fogany,Lori Attended Registration Date Feb 07, 2013 03:42 PM PST Unsubscribed No-Phone in Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Questions Asked by Attentive Poll Questions

Document 1053-1 Filed 10/01/20 Page 240 of 405 Feb 05, 2013 05:54 AM FST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attendee Poll Questions Post Session Survey Questions Dobrzyn,Tamara Attended Registration Date Feb 04, 2013 01:43 PM PST Unsubscribed No Phone in Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Questions Asked by Attendee Poll Questions

Document 1053-1 Filed 10/01/20 Page 241 of 405 Feb 04, 2013 03:20 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attences Poll Questions Post Session Survey Questions Parnell, Pere Attended Registration Date Feb 04, 2013 05:39 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Paige Reneau Questions Asked by Attentice

Post Sessiori Survey Questions

Poll Questions

Case 1:18-GV-03309-PJIVI Document 1053-1 Filed 10/01/20 Page 242 of 405 Feb 07, 2013 07:03 AM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar?
A: jeremy toste Onestions Asked by Attendee Poll Questions Post Session Survey Questions Gray, Steve Attended Registration Date Feb 05, 2013 07.57 AM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Maya Baker Questions Asked by Attentive Poll Questions

Document 1053-1 Filed 10/01/20 Page 243 of 405 Feb 07, 2013 07:08 AM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attences Poll Questions Post Session Survey Questions Attended Registration Date Feb 06, 2013 12:09 PM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: email from you Questions Asked by Attendee Poll Questions

Document 1053-1 Filed 10/01/20 Page 244 of 405 Feb 06, 2013 01.05 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attences Poll Questions Post Session Survey Questions Whyte, Dave Attended Registration Date Feb 06, 2013 01:39 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Questions Asked by Attendee Poll Questions

Document 1053-1 Filed 10/01/20 Page 245 of 405 Feb 06, 2013 02:19 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Maya Questions Asked by Attences Poli Questions Post Session Survey Questions Attended Registration Date Feb 07, 2013 09:08 AM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Questions Asked by Attendee Poll Questions

Case 1:18 - (10/03/30) - PJM Document 1053-1 Filed 10/01/20 Page 246 of 405 Registration Date Feb 07, 2013 11.14 AM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attences Poll Questions Post Session Survey Questions Alvarez,Albert & Linda Attended Registration Date Feb 07, 2013 12:20 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Darren Smith Questions Asked by Attendee Poll Questions

Case 1:18-cv-03309-PJM Document 1053-1 Filed 10/01/20 Page 247 of 405 Feb 07, 2013 12:44 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attences Poll Questions Post Session Survey Questions Attended Registration Date Feb 07, 2013 01:38 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Questions Asked by Attendee Poll Questions

Document 1053-1 Filed 10/01/20 Page 248 of 405 Feb 07, 2013 12:59 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Victor Questions Asked by Attences Poll Questions Post Session Survey Questions graybill.anne Registration Date Feb 07, 2013 01:45 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Questions Asked by Attendee Poll Questions

Case 1:18 - Case 2:18 - Case 2 Feb 07, 2013 02:09 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: on line Questions Asked by Attenuee Poli Questions Post Session Survey Questions Comacchia,Paul Attended Registration Date Feb 07, 2013 04:50 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Questions Asked by Attendee Poll Questions

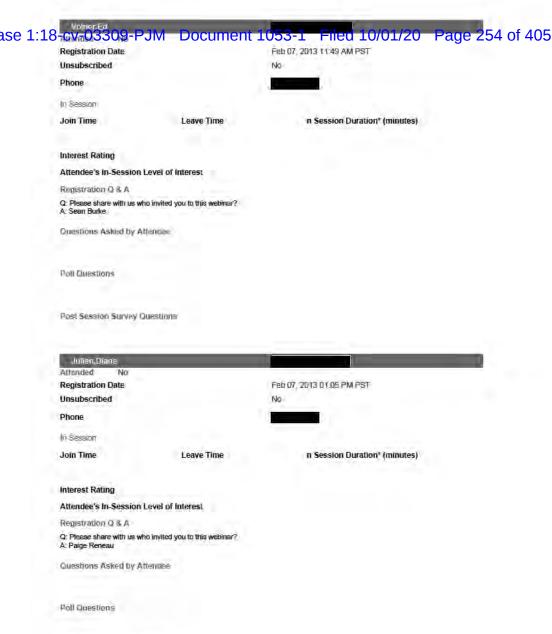
Case 1:18 - Filed 10/01/20 Page 250 of 405 Feb 07, 2013 05:13 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attences Poll Questions Post Session Survey Questions Attended Registration Date Feb 04, 2013 01.50 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Questions Asked by Attendee Poll Questions

Case 1:18 - Filed 10/01/20 Page 251 of 405 Feb 04, 2013 03.16 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Maya Baker Questions Asked by Attenuee Poli Questions Post Session Survey Questions Attended Registration Date Feb 05, 2013 12:17 PM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Questions Asked by Attentive Poll Questions

Case 1:18 - CV-103309-PJM Document 1053-1 Filed 10/01/20 Page 252 of 405 Feb 05, 2013 04:13 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: chadwick Questions Asked by Attences Poll Questions Post Session Survey Questions Granam.Ed Attended Registration Date Feb 06, 2013 09:24 AM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Sandi Kuhns Questions Asked by Attendes

Poll Questions

Document 1053-1 Filed 10/01/20 Page 253 of 405 Feb 07, 2013 08:37 AM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attences Poll Questions Post Session Survey Questions Registration Date Feb 06, 2013 05:13 PM PST Unsubscribed No Phone in Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Questions Asked by Attendes Poll Questions



Case 1:18-GV-03309-PJIVI Document 1053-1 Filed 10/01/20 Page 255 of 405 Feb 07, 2013 04:11 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: YOU DID Questions Asked by Attenues Poli Questions Post Session Survey Questions Attended Registration Date Feb 04, 2013 11:42 AM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Victor Questions Asked by Attendee

Poll Questions

Document 1053-1 Filed 10/01/20 Page 256 of 405 Feb 04, 2013 03:53 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attenuee Poll Questions Post Session Survey Questions Attended Registration Date Feb 04, 2013 05:35 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Questions Asked by Attentive Poll Questions

Case 1:18 Constanting Parties Document 1053-1 Filed 10/01/20 Page 257 of 405 Feb 05, 2013 06:38 AM PST Registration Date Unsubscribed Ваипсе Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Eric Hogan Onestions Asked by Attendee Poll Questions Post Session Survey Questions Attended Registration Date Feb 05, 2013 10:26 PM PST Unsubscribed Bounce Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Questions Asked by Attendes

Poll Questions

Document 1053-1 Filed 10/01/20 Page 258 of 405 Feb 06, 2013 10:46 AM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attences Poll Questions Post Session Survey Questions Borkosh,Paul Attended Registration Date Feb 06, 2013 11:44 AM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: not sure Questions Asked by Attendee Poll Questions

Document 1053-1 Filed 10/01/20 Page 259 of 405 Feb 06, 2013 01:23 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: jeremy toste Onestions Asked by Attendee Poll Questions Post Session Survey Questions Attended Registration Date Feb 06, 2013 05:54 PM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Questions Asked by Attendes Poll Questions

Case 1:18-cv-03309-PJM Document 1053-1 Filed 10/01/20 Page 260 of 405 Feb 06, 2013 07:42 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attences Poll Questions Post Session Survey Questions stothart.john Attended Registration Date Feb 07, 2013 11:11 AM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Questions Asked by Attendee

Poll Questions

Case 1:18 - Grand 3:30 - PJIM Document 1053-1 Filed 10/01/20 Page 261 of 405 Feb 07, 2013 10:30 AM PST Registration Date Unsubscribed No Phone Enter your phone number here In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attences Poll Questions Post Session Survey Questions West-Gerald Registration Date Feb 05, 2013 04:55 AM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Eric Hogan Questions Asked by Attendee

Poll Questions

Document 1053-1 Filed 10/01/20 Page 262 of 405 Feb 06, 2013 05:22 AM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attences Poll Questions Post Session Survey Questions McCurdy.Clifford Attended Registration Date Feb 07, 2013 06:43 AM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Questions Asked by Attendee Poll Questions

Document 1053-1 Filed 10/01/20 Page 263 of 405 Feb 04, 2013 03:27 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: As on phone Questions Asked by Attenuee Poll Questions Post Session Survey Questions idng.gavin Attended Registration Date Feb 04, 2013 03:28 PM PST Unsubscribed No-Phone 2089141774 In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Questions Asked by Attendee

Poll Questions

Document 1053-1 Filed 10/01/20 Page 264 of 405 Feb 04, 2013 03:54 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attenuee Poll Questions Post Session Survey Questions hunLtim Attended Registration Date Feb 06, 2013 07:02 AM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Questions Asked by Attentive

Poll Questions

Document 1053-1 Filed 10/01/20 Page 265 of 405 Feb 04, 2013 10:10 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: luke/internet Questions Asked by Atlenuee Poll Questions Post Session Survey Questions Attended Registration Date Feb 05, 2013 09:43 AM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Questions Asked by Attendee Poll Questions

Document 1053-1 Filed 10/01/20 Page 266 of 405 Feb 07, 2013 07:13 AM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attences Poll Questions Post Session Survey Questions Robichaud.R.J Registration Date Feb 06, 2013 10:50 AM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Eric Hogan Questions Asked by Attendee

Poll Questions

Case 1:18 GM DOCUMENT 1053-1 Filed 10/01/20 Page 267 of 405 Registration Date Feb 06, 2013 10:40 AM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attenuee Poll Questions Post Session Survey Questions atha.don Attended Registration Date Feb 06, 2013 01:15 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Discover Belize Questions Asked by Attention

Poll Questions

Case 1:18 - Case 2:18 - Case 2 Feb 06, 2013 05:15 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: I found on my own. Questions Asked by Attenuee Poli Questions Post Session Survey Questions Allen,Lawrence Registration Date Feb 06, 2013 06.03 PM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Cheyenne Alred Questions Asked by Attentice Poll Questions

Document 1053-1 Filed 10/01/20 Page 269 of 405 Feb 06, 2013 07:39 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar?
A: Paige Reneau Questions Asked by Attences Poll Questions Post Session Survey Questions LacrobuPauline Attended Registration Date Feb 06, 2013 07:41 PM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Eric Hogan Questions Asked by Attendes Poll Questions

Case 1:18-cv-03309-PJIVI Document 1053-1 Filed 10/01/20 Page 270 of 405 Registration Date Feb 06, 2013 09.56 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attenuee Poll Questions Post Session Survey Questions Registration Date Feb 07, 2013 10:17 AM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Sean Burke Questions Asked by Attendee

Post Sessiori Survey Questinns

Poll Questions

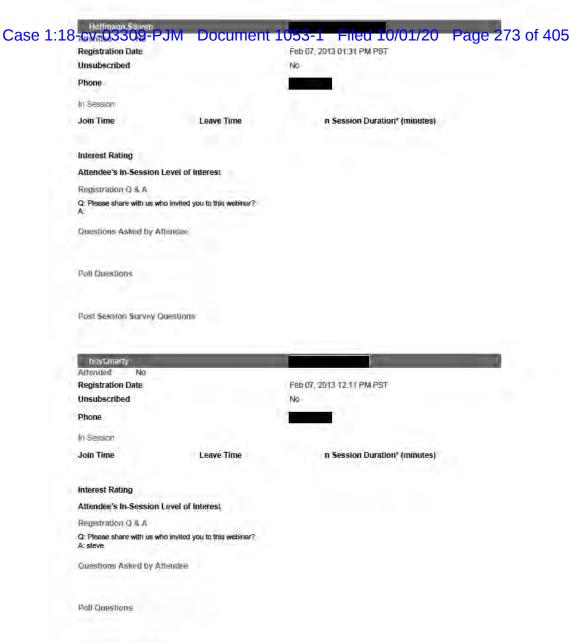
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Post Session Survey Questions

Poll Questions

Case 1:18 Rest Dors Document 1053-1 Filed 10/01/20 Page 272 of 405 Feb 07, 2013 12:24 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar?
A: Terry Shelton Questions Asked by Attenuee Poli Questions Post Session Survey Questions Hunt, Ricky Attended Registration Date Feb 07, 2013 01:18 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Jeff Moseley Questions Asked by Attentice

Poll Questions



Case 1:18 - CASE 2:18 - CASE 2 Feb 07, 2013 05:06 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attenuee Poll Questions Post Session Survey Questions Tarshano,Dianne Attended Registration Date Feb 07, 2013 01:52 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Questions Asked by Attendee

Poll Questions

Case 1:18 - Case 2:18 - Case 2 Feb 04, 2013 04:36 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attenuee Poll Questions Post Session Survey Questions O'Hara.Denis Attended Registration Date Feb 04, 2013 05:44 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Victor Questions Asked by Attendes Poll Questions

Case 1:18-CV-03309-PJIVI Document 1053-1 Filed 10/01/20 Page 276 of 405 Registration Date Feb 06, 2013 06:55 AM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: John Porter Questions Asked by Attences Poll Questions Post Session Survey Questions Tant,Cindy Attended Registration Date Feb 06, 2013 07:25 AM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? Questions Asked by Attendee

Poll Questions

Post Session Survey Questions

## PXA4 at 162

Document 1053-1 Filed 10/01/20 Page 277 of 405 Registration Date Feb 05, 2013 12:17 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Alicia Long Questions Asked by Attences Poll Questions Post Session Survey Questions Attended Registration Date Feb 05, 2013 01:21 PM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Bill Bannon Questions Asked by Attendee Poll Questions

Case 1:18-GV-03309-PJM Document 1053-1 Filed 10/01/20 Page 278 of 405 Feb 05, 2013 03:58 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attences Poll Questions Post Session Survey Questions STEINMETZRAUL Attended Registration Date Feb 06, 2013 11:15 AM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: 4 Questions Asked by Attendee

Poll Questions

Case 1:18-GV-03309-PJM Document 1053-1 Filed 10/01/20 Page 279 of 405 Feb 07, 2013 07:57 AM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Eric Hogen Onestions Asked by Attendee Poll Questions Post Session Survey Questions Registration Date Feb 07, 2013 12:08 PM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Questions Asked by Attentive

Poll Questions

Case 1:18 Tevro 2309-PJM Document 1053-1 Filed 10/01/20 Page 280 of 405 Registration Date Feb 07, 2013 12:37 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Bill Bannon email newsletter Questions Asked by Attendee Poli Questions Post Session Survey Questions Eichler,Haiko Attended Registration Date Feb 07, 2013 12.01 PM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Mara Questions Asked by Attention

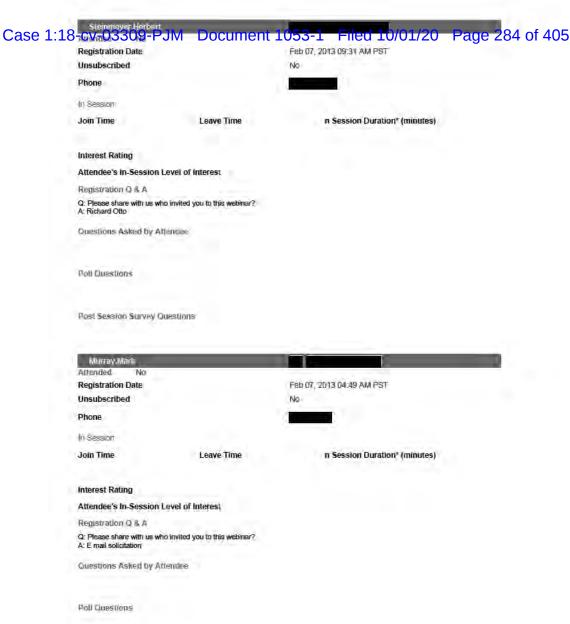
Post Sessiori Survey Questinns

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Document 1053-1 Filed 10/01/20 Page 281 of 405 Feb 07, 2013 12.51 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Jim Catsos Questions Asked by Attenues Poli Questions Post Session Survey Questions richter,frenald Attended Registration Date Feb 07, 2013 12.21 PM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Questions Asked by Attendes Poll Questions

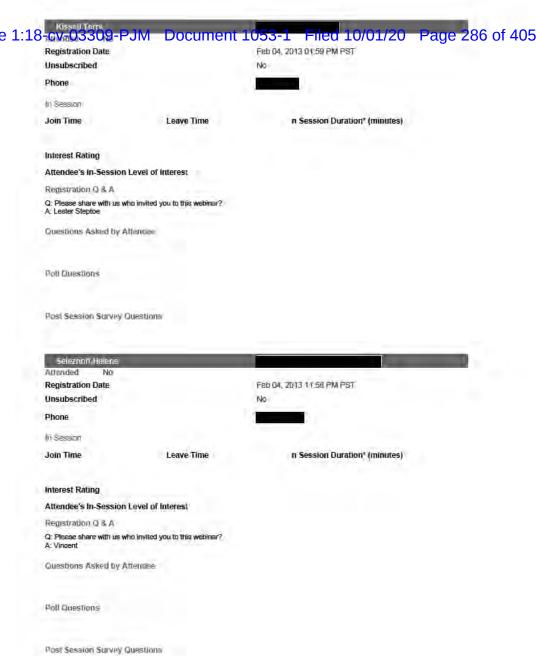
Document 1053-1 Filed 10/01/20 Page 282 of 405 Registration Date Feb 07, 2013 02:58 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Eric hogan Questions Asked by Attenuee Poll Questions Post Session Survey Questions Attended Registration Date Feb 07, 2013 04.55 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Demick Mehal Questions Asked by Attentice Poll Questions

Case 1:18 GV 703309-PJM Document 1053-1 Filed 10/01/20 Page 283 of 405 Feb 07, 2013 03.51 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Jeremy Toste Questions Asked by Attenuee Poli Questions Post Session Survey Questions Attended Registration Date Feb 07, 2013 02:32 PM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Cheyenne Alred Questions Asked by Attentice Poll Questions



Case 1:18 - CVT-03-30-9-PJM Document 1053-1 Filed 10/01/20 Page 285 of 405 Feb 04, 2013 03.13 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attences Poll Questions Post Session Survey Questinns Attended Registration Date Feb 06, 2013 06.09 AM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: self Questions Asked by Attendee

Poll Questions



Document 1053-1 Filed 10/01/20 Page 287 of 405 Feb 05, 2013 06:32 AM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attences Poll Questions Post Session Survey Questions Townsend.Bruca Attended Registration Date Feb 05, 2013 08:40 AM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Richard Otto Questions Asked by Attentice Poll Questions

Case 1:18 Bels george PJIVI Document 1053-1 Filed 10/01/20 Page 288 of 405 Feb 05, 2013 09:25 AM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attences Poll Questions Post Session Survey Questions Gupra-Sachin Attended Registration Date Feb 05, 2013 02:22 PM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Klark Sparks Questions Asked by Attentice

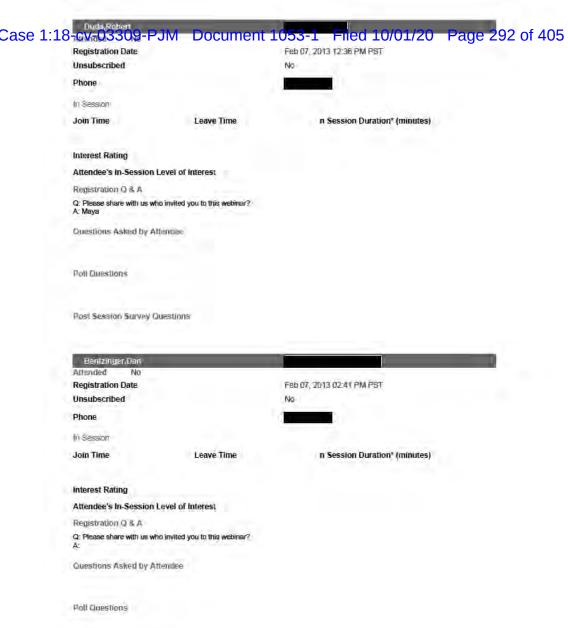
Poll Questions

Document 1053-1 Filed 10/01/20 Page 289 of 405 Feb 05, 2013 05:29 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Onestions Asked by Attences Poll Questions Post Session Survey Questions WHEELER, AL & SISSY Attended Registration Date Feb 06, 2013 04:46 PM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: JEREMY Questions Asked by Attention Poll Questions

Case 1:18 TeVT 03309-PJM Document 1053-1 Filed 10/01/20 Page 290 of 405 Feb 06, 2013 05:53 PM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: email Questions Asked by Attences Poll Questions Post Session Survey Questions Registration Date Feb 07, 2013 11:26 AM PST Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Questions Asked by Attendee Poll Questions

Case 1:18 - Case 2:18 - Case 2 Feb 07, 2013 11:36 AM PST Registration Date Unsubscribed No Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's in-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: Brandi Questions Asked by Attenuee Poli Questions Post Session Survey Questions vik.mark Attended Registration Date Feb 07, 2013 12:35 PM PST Unsubscribed No-Phone In Session Join Time Leave Time n Session Duration\* (minutes) Interest Rating Attendee's In-Session Level of Interest Registration Q & A Q: Please share with us who invited you to this webinar? A: lucas Questions Asked by Attentive

Poll Questions



Poll Questions

To: Andris pukke[ekkup@msn.com]

Rod Kazazi Ego Futures [100@ego futures [500]] ment 1053-1 Filed 10/01/20 Page 294 of 405 Michael Santos [/O=EXCHANGE LABS/OU=EXCHANGE ADMINISTRATIVE GROUP Cc:

From:

(FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=5E0961C968624399B4A612E12B265392-MICHAEL\_1F5]

Sat 3/24/2018 6:43:45 PM (UTC) Subject: Costa Rica Prospectus list

#### Good morning,

I've received profiles from each of the people in the first table, except for Chris Comings. Those people received the email template. On Monday morning, Roy Wiseman (#17) and his wife will visit our office. I will give them a tour and discuss the prospectus with them in person.

If I hear from anyone, I'll send you an update.

#### Thanks

|     | Name               | Number | Email | Amount                    |
|-----|--------------------|--------|-------|---------------------------|
| 1.  | Darren Christian   |        |       | \$500k                    |
| 2.  | Jose Dominguez     |        |       | \$100k                    |
| 3.  | Mike Letcher       |        |       | \$100k                    |
| 4.  | Ray Dube           |        |       | \$100k                    |
| 5.  | Roger Billingsly   |        |       | \$250k                    |
| 6.  | Stephen Cummings   |        |       | \$100k                    |
| 7.  | Gary Garnett       |        |       | \$1mm                     |
| 8.  | Jeff Dupree        |        |       | \$100k                    |
| 9.  | Scott Smith        |        |       | \$250k                    |
| 10. | Christina Kammerer |        |       | \$500k                    |
| 11. | Bruce Pritzlaff    |        |       | \$100k                    |
| 12. | Michael Leonhardt  |        |       | \$250k                    |
| 13. | Chris Coming       |        |       |                           |
| 14. | Kevin Rizley       |        |       | \$250k                    |
| 15. | Thomas Kimball     |        |       | \$100k                    |
| 16. | David Heiman       |        |       | \$500k                    |
| 17. | Roy Wiseman        |        |       | \$100k+                   |
| 18. | Gloria Hass        |        |       | \$50k<br><b>PXA5</b> at 1 |

| 19. | Saul Reiser          |                 |                    | \$50k           |  |
|-----|----------------------|-----------------|--------------------|-----------------|--|
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|     |                      |                 |                    |                 |  |
|     |                      |                 |                    |                 |  |

The people in this second table have not returned profiles, but my notes indicate that they're interested in receiving opportunities. I modified a letter for them, saying that I'd call next week to discuss.

|     | Name                          | Number | Email | Amount |
|-----|-------------------------------|--------|-------|--------|
| 1   | Catharina Madrono (went dark) |        |       |        |
| 2.  | Michael and Christine Jones   |        |       | xx     |
| 3.  | Stacie Hardesty               |        |       | xx     |
| 4.  | Scott Stearns                 |        |       | xx     |
| 5.  | Don and Angela Mertz          |        |       | Xx     |
| 6.  | Brian Warren                  |        |       | xx     |
| 7.  | Marc Rioux                    |        |       | xx     |
| 8.  | Jill Rojek                    |        |       | xx     |
| 9.  | Carol Klintworth and Bob      |        |       | xx     |
| 10. | Terry Freeman                 |        |       | xx     |
| 11. | Ricky Reese                   |        |       | xx     |

Hi (name)

As promised, attached is a link to the digital prospectus for Rancho del Mar in Costa Rica.

#### • Rancho del Mar, Costa Rica: Investment Prospectus

By clicking the link above, you'll see images that highlight the incredible beauty of this 1,600-acre development which rests on the shoreline of Costa Rica's Nicoya Peninsula. To view the prospectus, simply hover over the images and click on the arrows on the sides of your screen to flip through the pages. Also, please be sure to hit the Full Screen icon on the lower right side of your screen which will enable you to read the copy more easily. When reviewing the information, please pay close attention to the impressive financial projections that begin on page 32.

The volatile stock markets and low bond yields that we're all experiencing these days have created a great deal of investment anxiety and uncertainty. As a result, Buy International continues to seek alternative investments that offer high upside potential and minimal downside risk for our clients and I truly believe that Rancho del Mar is that type of opportunity.

The developer's contractual relationship with Buy International makes this opportunity especially exciting as we anticipate selling out the entire project within five years. We believe that for many reasons, including its amazing healthcare and first-world status, Costa Rica will be more marketable than Belize and I'm sure you're very familiar with the level of success we've achieved in Belize. We will be launching a national television infomercial campaign for Rancho del Mar beginning this the fall.

At an average price-per-lot of more than \$230,000 on the project's 1500 lots, Rancho del Mar will generate a total revenue pool of nearly \$500mm. Equity participants will enjoy an outstanding return on investment from the more than \$350mm of free cash flow that the project will generate. That represents a total return of over 5x and an annual return of over 20% for the founding investors.

Once you complete your review of the prospectus, I'm certain that you'll quickly see why I'm so excited about presenting this opportunity to our Founders Club Members. In fact, in the spirit of full disclosure, I'm personally making a seven-figure investment in this project which is something that I don't often do. I hope that my personal level of investment in Rancho del Mar gives you an indication of my confidence in the project and it is my sincere hope that you'll join me as an equity participant.

I once again thank you for your interest in this investment opportunity and I'm hoping that you'll join us in Costa Rica for our "Founder's Tour" from April 28 – May

1. By the way, if you decide to join us, all expenses for the trip, with the exception of your airfare to Costa Rica, will be covered by Buy International.

Please review the prospectus over the weekend and I'll reach out to you early next week to answer any of your questions and to hopefully reserve a spot for you on our Founder's Tour. I'll also be FedExing you a hard copy of the prospectus next week.

As Director of Business Development for Buy International, and as a personal equity participant in Rancho del Mar, I'm sincerely looking forward to working alongside you.

Have a great weekend!

Sincerely,

Michael Santos Cell: 949-520-0236 From: David Heiman <a href="mailto:david@regencyhomesllc.com">david@regencyhomesllc.com</a>

Manay;: 198 с С н 1033 р 9: 20 рум ent 1053-1 Filed 10/01/20 Page 298 of 405 Sent:

Andris pukke <ekkup@msn.com> To:

Cc: Michael Santos <michael@michaelsantos.com>; Darren Christian <Decwin@

**Subject:** Re: Follow up

#### Thanks Andi & Michael

This whole thing blows my mind that the FTC and our own government has the power to fabricate lies and to steal money from its citizens. Reminds me of the hell that the deep state has put Donald Trump through for over 3 years Please let me know any way I can help to fight this.

Thank you,

David Heiman Regency Homes LLC Building The Future-Restoring The Past 816-405-5884 david@regencyhomesllc.com

On Dec 16, 2019, at 2:17 PM, Andris pukke <ekkup@msn.com> wrote:

Thanks Michael. I will reach out to both David and Darren as soon as I get a chance. This week will be tough as I need to finalize and file the appeal of the PI. Once that's done, we can once again start to tackle the case itself.

Darren and David, MY DEEPEST APOLOGIES for the stress and aggravation this whole mess has caused you. The injustice is simply beyond anything I could ever imagine. However, you have my word that I will fight this until the bitter end and will do EVERYTHING in my power to try to reverse the injustice and get you your money back.

We filed multiple Mandamus' with the 4th Circuit Appeals Court (should hear an answer on them this week) and we're filing appeals of the PI this week. We're relatively confident that we may find some success there. I don't know if you've been following it but there is also new 7th Circuit precedence that reversed the FTC's ability to bring this type of action and to collect restitution (meaning they can't take the money). We're hopeful that the 4th Circuit (where we are) will follow suit which is a big part of the appeal that we're filing this week. If so, this whole thing will be over. If not, the Supreme Court should be hearing a case on this exact issue shortly. I'm not sure what the result will be there, but there is a very good chance that they too will agree with the 7th Circuit. If so, again, this whole thing will be over.

Although the judge in this case currently refuses to correct the injustice, we will keep fighting in his courtroom while we wait for the higher courts to rule on this issue. The bottom line is that we are confident that eventually, through one of the paths mentioned, justice will ultimately prevail.

I'll reach out to each of you next week to discuss and any assistance that you can give via affidavits or testimony in court would be immensely helpful.

Talk to you soon!

**From:** Michael Santos <michael@michaelsantos.com>

Sent: Monday Sected Bec 160 26091P3 MAND ocument 1053-1 Filed 10/01/20 Page 299 of 405

To: Andris Pukke <ekkup@msn.com>

Cc: David and Lisa Heiman <david@regencyhomesllc.com>; Darren Christian <Decwin@

Subject: Follow up

Hi Andi,

As you know, I signed documents to settle with the FTC today.

Had I not settled, both David Heiman and Darren Christian were going to attend the trial in January. As you recall they invested heavily in both Sanctuary, and in the Costa Rica project.

• David Heiman: \$500,000+ in Belize, with two lot purchases

David Heiman: \$750,000 in Costa Rica
Darren Christian: \$400,000 in Belize
Darren Christian: \$600,000 in Costa Rica

They do not have any direction on what they should do. Perhaps it makes sense for you to connect with them. They may want to participate in the trial to tell the Court about their investment.

I'm including both David and Darren in this email thread. You can connect directly.

Best, Michael

### Michael Santos

Cell: 415-419-1728

Michael@MichaelSantos.com

LinkedIn: https://www.linkedin.com/in/santosmindset/

#### **DECLARATION OF ALLAN PRIJOLES**

I, Allan Prijoles, declare as follows:

- I am an individual over the age of eighteen. I make this declaration in support of the
  Ex Parte Application for a Right to Attach Order and Writ of Attachment or In the Alternative,
  Temporary Protective Order, in the above-captioned case. I make this declaration based on my
  own personal knowledge. If called as a witness, I could and would testify competently as to the
  facts contained below.
- 2. In the first quarter of 2018, Michael Santos told me about a new real estate development project located in Costa Rica. Mr. Santos traveled to Costa Rica and met with Rod Kazazi and his business associate Andris Pukke regarding the project. At the time, they were exploring property in Costa Rica. The name of the property was Rancho Del Mar and was described as 1,600 acres with three miles of coastline. I understand that Kazazi and Pukke intended to create a master plan that would include amenities and 1,500 home sites. The project was to be branded "Rancho Del Mar." The website for the development is located at http://www.ranchodelmarcostarica.com.
- 3. I understand that Messrs. Kazazi and Pukke wished to raise \$10 million in capital from investors. I have invested in properties before and have the knowledge necessary to conduct due diligence on such an endeavor. As part of the due diligence, I spoke with Michael Santos at length. I visited the corporate office of the developer. At the office, I met with Andris Pukke and with Brandi Greenfield. Rod Kazazi was in Costa Rica at the time so we did not meet with him.
- Michael Santos acted as an information liaison between the investors and the development team and provided me with the information that I received about the development.
- 5. After reviewing the financial prospectus, conducting my own due diligence, speaking with Mr. Santos, Mr. Kazazi and Mr. Pukke, and speaking and/or visiting with other investors, I, together with Mary Jane Prijoles, agreed to invest \$25,000 in the Rancho Del Mar project. Along with other investors, I became part of the Class A investors in Rancho Del Mar, LLC.
- On July 30, 2018, I, together with Mary Jane Prijoles, deposited 25,000 to a Chase bank account ending in 2275, which together with other investors, aggregately transferred a total

amount of \$100,000 to Newport Land Group's bank account at Bank of America, account number ending in 8924 on July 31, 2018. Attached as Exhibit G is a true and correct copy of the July Chase bank statement showing our deposit of \$25,000 (July 30, 2018) and Exhibit H is the aggregate transfer of \$100,000 (July 31, 2018) to Newport Land Group bank account.

- 7. It is my understanding that between August 1, 2018 and November 3, 2018, the seller of the Rancho Del Mar property was making unreasonable demands in connection with the purchase and sale of the 1,600 acres, which delayed the closing of escrow. I further understand that all the funds, both those invested by myself and those invested by the other investors, are secure in the Bank of America account for Newport Land Group.
- 8. On or about November 8, 2018, I learned of the existence of an action filed by the Federal Trade Commission in the District Court of Maryland against various entities and Mr. Pukke. The FTC Complaint arises from development projects in Belize that are not related in any way to the Costa Rica Rancho Del Mar project. Newport Land Group is not mentioned in the FTC Complaint. Nevertheless, it is my understanding that Mr. Kazazi and Mr. Pukke have informed Mr. Santos that, as a result of the FTC Complaint, Newport Land Group will not accept any further monies from any investor, will not close on the Rancho Del Mar project in Costa Rica and will comply with a Court order to return monies to its investors. I am informed and believe that the \$3,350,000 of funds provided by the investors (including the \$25,000 we provided) are safe and secure and in the bank account for Newport Land Group ending in 8924 at Bank of America.
- 9. I understand that Mr. Santos spoke with Andris Pukke of Newport Land Group. Mr. Rod Kazazi has not responded to email messages, voice messages, or text messages since the FTC Action. Mr. Pukke informed Michael Santos that Newport Land Group will not oppose the provisional relief sought in this Application seeking the return of the investment monies to the Plaintiff investors. Out of an abundance of caution, however, Newport Land Group will only return the monies after the Court enters an appropriate order. Similarly, Newport Land Group is unlikely to appear and/or oppose the entry of a judgment that would permit the Plaintiff investors to be made whole.
  - 10. Newport Land Group is essentially insolvent in that it has no assets other than the

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monies currently on hand (which are owed to the Plaintiff investors). There is no bona fide dispute as to the amounts owed to me or to the other investors. However, Newport Land Group has not paid over the monies and has not used those monies to satisfy the debt. Despite a demand that Newport Land Group return the monies, it is unwilling to do so absent a court order. A true and correct copy of the demand sent by the investors to Newport Land Group is attached hereto as Exhibit I. If the monies are not attached, held, frozen or deposited into a Court escrow, then the monies may be at risk for a disposition that would be contrary to the interests of the Plaintiff investors, to the detriment of the valid, legitimate and bona fide claims and impede my ability to collect these monies later.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I executed this Declaration in Menifee, California on November 12, 2018.

Allan Prijoles

#### **DECLARATION OF CLARISSA TENGONCIANG**

 I, Clarissa Tengonciang, declare as follows:

- I am an individual over the age of eighteen. I make this declaration in support of the
  Ex Parte Application for a Right to Attach Order and Writ of Attachment or In the Alternative,
  Temporary Protective Order, in the above-captioned case. I make this declaration based on my
  own personal knowledge. If called as a witness, I could and would testify competently as to the
  facts contained below.
- 2. In the first quarter of 2018, Michael Santos told me about a new real estate development project located in Costa Rica. Mr. Santos traveled to Costa Rica and met with Rod Kazazi and his business associate Andris Pukke regarding the project. At the time, they were exploring property in Costa Rica. The name of the property was Rancho Del Mar and was described as 1,600 acres with three miles of coastline. I understand that Kazazi and Pukke intended to create a master plan that would include amenities and 1,500 home sites. The project was to be branded "Rancho Del Mar." The website for the development is located at http://www.ranchodelmarcostarica.com.
- 3. I understand that Messrs. Kazazi and Pukke wished to raise \$10 million in capital from investors. I have invested in properties before and have the knowledge necessary to conduct due diligence on such an endeavor. As part of the due diligence, I spoke with Michael Santos at length. I visited the corporate office of the developer. At the office, I met with Andris Pukke and with Brandi Greenfield. Rod Kazazi was in Costa Rica at the time so we did not meet with him.
- Michael Santos acted as an information liaison between the investors and the development team and provided me with the information that I received about the development.
- 5. After reviewing the financial prospectus, conducting my own due diligence, speaking with Mr. Santos, Mr. Kazazi and Mr. Pukke, and speaking and/or visiting with other investors, I, together with Roel Pahl, agreed to invest \$25,000 in the Rancho Del Mar project. Along with other investors, I became part of the Class A investors in Rancho Del Mar, LLC.
- On July 26, 2018, I, together with Roel Pahl, deposited 25,000 to a Chase bank account ending in 2275, which together with other investors, aggregately transferred a total amount of

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\$100,000 to Newport Land Group's bank account at Bank of America, account number ending in 8924 on July 31, 2018. Attached as Exhibit J is a true and correct copy of the July Chase bank statement showing our deposit of \$25,000 (July 26, 2018) and Exhibit K is the aggregate transfer of \$100,000 (July 31, 2018) to Newport Land Group bank account.

- 7. It is my understanding that between August 1, 2018 and November 3, 2018, the seller of the Rancho Del Mar property was making unreasonable demands in connection with the purchase and sale of the 1,600 acres, which delayed the closing of escrow. I further understand that all the funds, both those invested by myself and those invested by the other investors, are secure in the Bank of America account for Newport Land Group.
- 8. On or about November 8, 2018, I learned of the existence of an action filed by the Federal Trade Commission in the District Court of Maryland against various entities and Mr. Pukke. The FTC Complaint arises from development projects in Belize that are not related in any way to the Costa Rica Rancho Del Mar project. Newport Land Group is not mentioned in the FTC Complaint. Nevertheless, it is my understanding that Mr. Kazazi and Mr. Pukke have informed Mr. Santos that, as a result of the FTC Complaint, Newport Land Group will not accept any further monies from any investor, will not close on the Rancho Del Mar project in Costa Rica and will comply with a Court order to return monies to its investors. I am informed and believe that the \$3,350,000 of funds provided by the investors (including the \$25,000 we provided) are safe and secure and in the bank account for Newport Land Group ending in 8924 at Bank of America.
- 9. I understand that Mr. Santos spoke with Andris Pukke of Newport Land Group, Mr. Rod Kazazi has not responded to email messages, voice messages, or text messages since the FTC Action. Mr. Pukke informed Michael Santos that Newport Land Group will not oppose the provisional relief sought in this Application seeking the return of the investment monies to the Plaintiff investors. Out of an abundance of caution, however, Newport Land Group will only return the monies after the Court enters an appropriate order. Similarly, Newport Land Group is unlikely to appear and/or oppose the entry of a judgment that would permit the Plaintiff investors to be made whole.
  - 10. Newport Land Group is essentially insolvent in that it has no assets other than the

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monies currently on hand (which are owed to the Plaintiff investors). There is no bona fide dispute as to the amounts owed to me or to the other investors. However, Newport Land Group has not paid over the monies and has not used those monies to satisfy the debt. Despite a demand that Newport Land Group return the monies, it is unwilling to do so absent a court order. A true and correct copy of the demand sent by the investors to Newport Land Group is attached hereto as Exhibit L. If the monies are not attached, held, frozen or deposited into a Court escrow, then the monies may be at risk for a disposition that would be contrary to the interests of the Plaintiff investors, to the detriment of the valid, legitimate and bona fide claims and impede my ability to collect these monies later.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I executed this Declaration in Menifee, California on November 12, 2018.

Clarissa Tengonciang

### **DECLARATION OF JASMIN TENGONCIANG.**

 I, Jasmin Tengonciang, declare as follows:

- I am an individual over the age of eighteen. I make this declaration in support of the
  Ex Parte Application for a Right to Attach Order and Writ of Attachment or In the Alternative,
  Temporary Protective Order, in the above-captioned case. I make this declaration based on my
  own personal knowledge. If called as a witness, I could and would testify competently as to the
  facts contained below.
- 2. In the first quarter of 2018, Michael Santos told me about a new real estate development project located in Costa Rica. Mr. Santos traveled to Costa Rica and met with Rod Kazazi and his business associate Andris Pukke regarding the project. At the time, they were exploring property in Costa Rica. The name of the property was Rancho Del Mar and was described as 1,600 acres with three miles of coastline. I understand that Kazazi and Pukke intended to create a master plan that would include amenities and 1,500 home sites. The project was to be branded "Rancho Del Mar." The website for the development is located at http://www.ranchodelmarcostarica.com.
- 3. I understand that Messrs. Kazazi and Pukke wished to raise \$10 million in capital from investors. I have invested in properties before and have the knowledge necessary to conduct due diligence on such an endeavor. As part of the due diligence, I spoke with Michael Santos at length. I visited the corporate office of the developer. At the office, I met with Andris Pukke and with Brandi Greenfield. Rod Kazazi was in Costa Rica at the time so we did not meet with him.
- Michael Santos acted as an information liaison between the investors and the development team and provided me with the information that I received about the development.
- 5. After reviewing the financial prospectus, conducting my own due diligence, speaking with Mr. Santos, Mr. Kazazi and Mr. Pukke, and speaking and/or visiting with other investors, I, together with Alfonso Kolb Jr., agreed to invest \$50,000 in the Rancho Del Mar project. Along with other investors, I became part of the Class A investors in Rancho Del Mar, LLC.
- On July 26, 2018, I, together with Alfonso Kolb Jr., deposited \$50,000 to a Chase bank account ending in 2275, which together with other investors, aggregately transferred a total

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amount of \$100,000 to Newport Land Group's bank account at Bank of America, account number ending in 8924 on July 31,2018. Attached as Exhibit O is a true and correct copy of the July Chase bank statement showing our deposit of \$50,000 (July 26, 2018) and Exhibit P is the aggregate transfer of \$100,000 (July 31, 2018) to Newport Land Group bank account.

- 7. It is my understanding that between August 1, 2018 and November 3, 2018, the seller of the Rancho Del Mar property was making unreasonable demands in connection with the purchase and sale of the 1,600 acres, which delayed the closing of escrow. I further understand that all the funds, both those invested by myself and those invested by the other investors, are secure in the Bank of America account for Newport Land Group.
- 8. On or about November 8, 2018, I learned of the existence of an action filed by the Federal Trade Commission in the District Court of Maryland against various entities and Mr. Pukke. The FTC Complaint arises from development projects in Belize that are not related in any way to the Costa Rica Rancho Del Mar project. Newport Land Group is not mentioned in the FTC Complaint. Nevertheless, it is my understanding that Mr. Kazazi and Mr. Pukke have informed Mr. Santos that, as a result of the FTC Complaint, Newport Land Group will not accept any further monies from any investor, will not close on the Rancho Del Mar project in Costa Rica and will comply with a Court order to return monies to its investors. I am informed and believe that the \$3,350,000 of funds provided by the investors (including the \$50,000 we provided) are safe and secure and in the bank account for Newport Land Group ending in 8924 at Bank of America.
- 9. I understand that Mr. Santos spoke with Andris Pukke of Newport Land Group. Mr. Rod Kazazi has not responded to email messages, voice messages, or text messages since the FTC Action. Mr. Pukke informed Michael Santos that Newport Land Group will not oppose the provisional relief sought in this Application seeking the return of the investment monies to the Plaintiff investors. Out of an abundance of caution, however, Newport Land Group will only return the monies after the Court enters an appropriate order. Similarly, Newport Land Group is unlikely to appear and/or oppose the entry of a judgment that would permit the Plaintiff investors to be made whole.
  - 10. Newport Land Group is essentially insolvent in that it has no assets other than the

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monies currently on hand (which are owed to the Plaintiff investors). There is no bona fide dispute as to the amounts owed to me or to the other investors. However, Newport Land Group has not paid over the monies and has not used those monies to satisfy the debt. Despite a demand that Newport Land Group return the monies, it is unwilling to do so absent a court order. A true and correct copy of the demand sent by the investors to Newport Land Group is attached hereto as Exhibit Q. If the monies are not attached, held, frozen or deposited into a Court escrow, then the monies may be at risk for a disposition that would be contrary to the interests of the Plaintiff investors, to the detriment of the valid, legitimate and bona fide claims and impede my ability to collect these monies later.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I executed this Declaration in Menifee, California on November 12, 2018.

Jasmin Tengonciang

#### **DECLARATION OF JULIANA TENGONCIANG**

I, Juliana Tengonciang, declare as follows:

- I am an individual over the age of eighteen. I make this declaration in support of the
  Ex Parte Application for a Right to Attach Order and Writ of Attachment or In the Alternative,
  Temporary Protective Order, in the above-captioned case. I make this declaration based on my
  own personal knowledge. If called as a witness, I could and would testify competently as to the
  facts contained below.
- 2. In the first quarter of 2018, Michael Santos told me about a new real estate development project located in Costa Rica. Mr. Santos traveled to Costa Rica and met with Rod Kazazi and his business associate Andris Pukke regarding the project. At the time, they were exploring property in Costa Rica. The name of the property was Rancho Del Mar and was described as 1,600 acres with three miles of coastline. I understand that Kazazi and Pukke intended to create a master plan that would include amenities and 1,500 home sites. The project was to be branded "Rancho Del Mar." The website for the development is located at http://www.ranchodelmarcostarica.com.
- 3. I understand that Messrs. Kazazi and Pukke wished to raise \$10 million in capital from investors. I have invested in properties before and have the knowledge necessary to conduct due diligence on such an endeavor. As part of the due diligence, I spoke with Michael Santos at length. I visited the corporate office of the developer. At the office, I met with Andris Pukke and with Brandi Greenfield. Rod Kazazi was in Costa Rica at the time so we did not meet with him.
- Michael Santos acted as an information liaison between the investors and the development team and provided me with the information that I received about the development.
- 5. After reviewing the financial prospectus, conducting my own due diligence, speaking with Mr. Santos, Mr. Kazazi and Mr. Pukke, and speaking and/or visiting with other investors, I, together with Jamie Teng, agreed to invest \$100,000 in the Rancho Del Mar project. Along with other investors, I became part of the Class A investors in Rancho Del Mar, LLC.
- 6. On July 31, 2018, I, together with Jamie Teng, initiated a bank transfer in the amount of \$100,000 to Newport Land Group's bank account at Bank of America, account number ending

in 8924. Attached as Exhibit R is a true and correct copy of the bank transfer receipt.

- 7. It is my understanding that between August 1, 2018 and November 3, 2018, the seller of the Rancho Del Mar property was making unreasonable demands in connection with the purchase and sale of the 1,600 acres, which delayed the closing of escrow. I further understand that all the funds, both those invested by myself and those invested by the other investors, are secure in the Bank of America account for Newport Land Group.
- 8. On or about November 8, 2018, I learned of the existence of an action filed by the Federal Trade Commission in the District Court of Maryland against various entities and Mr. Pukke. The FTC Complaint arises from development projects in Belize that are not related in any way to the Costa Rica Rancho Del Mar project. Newport Land Group is not mentioned in the FTC Complaint. Nevertheless, it is my understanding that Mr. Kazazi and Mr. Pukke have informed Mr. Santos that, as a result of the FTC Complaint, Newport Land Group will not accept any further monies from any investor, will not close on the Rancho Del Mar project in Costa Rica and will comply with a Court order to return monies to its investors. I am informed and believe that the \$3,350,000 of funds provided by the investors (including the \$100,000 we provided) are safe and secure and in the bank account for Newport Land Group ending in 8924 at Bank of America.
- 9. I understand that Mr. Santos spoke with Andris Pukke of Newport Land Group. Mr. Rod Kazazi has not responded to email messages, voice messages, or text messages since the FTC Action. Mr. Pukke informed Michael Santos that Newport Land Group will not oppose the provisional relief sought in this Application seeking the return of the investment monies to the Plaintiff investors. Out of an abundance of caution, however, Newport Land Group will only return the monies after the Court enters an appropriate order. Similarly, Newport Land Group is unlikely to appear and/or oppose the entry of a judgment that would permit the Plaintiff investors to be made whole.
- 10. Newport Land Group is essentially insolvent in that it has no assets other than the monies currently on hand (which are owed to the Plaintiff investors). There is no bona fide dispute as to the amounts owed to me or to the other investors. However, Newport Land Group has not paid over the monies and has not used those monies to satisfy the debt. Despite a demand

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that Newport Land Group return the monies, it is unwilling to do so absent a court order. A true and correct copy of the demand sent by the investors to Newport Land Group is attached hereto as Exhibit S. If the monies are not attached, held, frozen or deposited into a Court escrow, then the monies may be at risk for a disposition that would be contrary to the interests of the Plaintiff investors, to the detriment of the valid, legitimate and bona fide claims and impede my ability to collect these monies later.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I executed this Declaration in Menifee, California on November 12, 2018.

Juliana Tengonciang

DECLARATIONS

### DECLARATION OF ALFONSO KOLB JR.

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- I, Alfonso Kolb Jr., declare as follows:
- I am an individual over the age of eighteen. I make this declaration in support of the Ex Parte Application for a Right to Attach Order and Writ of Attachment or In the Alternative, Temporary Protective Order, in the above-captioned case. I make this declaration based on my own personal knowledge. If called as a witness, I could and would testify competently as to the facts contained below.
- 2. In the first quarter of 2018, Michael Santos told me about a new real estate development project located in Costa Rica. Mr. Santos traveled to Costa Rica and met with Rod Kazazi and his business associate Andris Pukke regarding the project. At the time, they were exploring property in Costa Rica. The name of the property was Rancho Del Mar and was described as 1,600 acres with three miles of coastline. I understand that Kazazi and Pukke intended to create a master plan that would include amenities and 1,500 home sites. The project was to be branded "Rancho Del Mar." The website for the development is located at http://www.ranchodelmarcostarica.com.
- I understand that Messrs. Kazazi and Pukke wished to raise \$10 million in capital from investors. I have invested in properties before and have the knowledge necessary to conduct due diligence on such an endeavor. As part of the due diligence, I spoke with Michael Santos at length. I visited the corporate office of the developer. At the office, I met with Andris Pukke and with Brandi Greenfield. Rod Kazazi was in Costa Rica at the time so we did not meet with him.
- Michael Santos acted as an information liaison between the investors and the development team and provided me with the information that I received about the development.
- After reviewing the financial prospectus, conducting my own due diligence, speaking with Mr. Santos, Mr. Kazazi and Mr. Pukke, and speaking and/or visiting with other investors, I, together with Jasmin Tengonciang, agreed to invest \$50,000 in the Rancho Del Mar project. Along with other investors, I became part of the Class A investors in Rancho Del Mar, LLC.
- 6. On July 26, 2018, I together with Jasmin Tengonciang, deposited \$50,000 to a Chase bank account ending in 2275, which together with other investors, aggregately transferred a total

amount of \$100,000 to Newport Land Group's bank account at Bank of America, account number ending in 8924 on July 31,2018. Attached as Exhibit D is a true and correct copy of the July Chase bank statement showing our deposit of \$50,000 (July 26, 2018) and Exhibit E is the aggregate transfer of \$100,000 (July 31, 2018) to Newport Land Group bank account.

- 7. It is my understanding that between August 1, 2018 and November 3, 2018, the seller of the Rancho Del Mar property was making unreasonable demands in connection with the purchase and sale of the 1,600 acres, which delayed the closing of escrow. I further understand that all the funds, both those invested by myself and those invested by the other investors, are secure in the Bank of America account for Newport Land Group.
- 8. On or about November 8, 2018, I learned of the existence of an action filed by the Federal Trade Commission in the District Court of Maryland against various entities and Mr. Pukke. The FTC Complaint arises from development projects in Belize that are not related in any way to the Costa Rica Rancho Del Mar project. Newport Land Group is not mentioned in the FTC Complaint. Nevertheless, it is my understanding that Mr. Kazazi and Mr. Pukke have informed Mr. Santos that, as a result of the FTC Complaint, Newport Land Group will not accept any further monies from any investor, will not close on the Rancho Del Mar project in Costa Rica and will comply with a Court order to return monies to its investors. I am informed and believe that the \$3,350,000 of funds provided by the investors (including the \$50,000 I provided) are safe and secure and in the bank account for Newport Land Group ending in 8924 at Bank of America.
- 9. I understand that Mr. Santos spoke with Andris Pukke of Newport Land Group. Mr. Rod Kazazi has not responded to email messages, voice messages, or text messages since the FTC Action. Mr. Pukke informed Michael Santos that Newport Land Group will not oppose the provisional relief sought in this Application seeking the return of the investment monies to the Plaintiff investors. Out of an abundance of caution, however, Newport Land Group will only return the monies after the Court enters an appropriate order. Similarly, Newport Land Group is unlikely to appear and/or oppose the entry of a judgment that would permit the Plaintiff investors to be made whole.
  - 10. Newport Land Group is essentially insolvent in that it has no assets other than the

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monies currently on hand (which are owed to the Plaintiff investors). There is no bona fide dispute as to the amounts owed to me or to the other investors. However, Newport Land Group has not paid over the monies and has not used those monies to satisfy the debt. Despite a demand that Newport Land Group return the monies, it is unwilling to do so absent a court order. A true and correct copy of the demand sent by the investors to Newport Land Group is attached hereto as Exhibit F. If the monies are not attached, held, frozen or deposited into a Court escrow, then the monies may be at risk for a disposition that would be contrary to the interests of the Plaintiff investors, to the detriment of the valid, legitimate and bona fide claims and impede my ability to collect these monies later.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I executed this Declaration in Menifee, California on November 12, 2018.

Alfonso Kolb Jr.

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### DECLARATION OF MARY JANE PRIJOLES

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- I, Mary Jane Prijoles, declare as follows:
- 1. I am an individual over the age of eighteen. I make this declaration in support of the Ex Parte Application for a Right to Attach Order and Writ of Attachment or In the Alternative, Temporary Protective Order, in the above-captioned case. I make this declaration based on my own personal knowledge. If called as a witness, I could and would testify competently as to the facts contained below.
- 2. In the first quarter of 2018, Michael Santos told me about a new real estate development project located in Costa Rica. Mr. Santos traveled to Costa Rica and met with Rod Kazazi and his business associate Andris Pukke regarding the project. At the time, they were exploring property in Costa Rica. The name of the property was Rancho Del Mar and was described as 1,600 acres with three miles of coastline. I understand that Kazazi and Pukke intended to create a master plan that would include amenities and 1,500 home sites. The project was to be branded "Rancho Del Mar." The website for the development is located at http://www.ranchodelmarcostarica.com.
- 3. I understand that Messrs. Kazazi and Pukke wished to raise \$10 million in capital from investors. I have invested in properties before and have the knowledge necessary to conduct due diligence on such an endeavor. As part of the due diligence, I spoke with Michael Santos at length. I visited the corporate office of the developer. At the office, I met with Andris Pukke and with Brandi Greenfield. Rod Kazazi was in Costa Rica at the time so we did not meet with him.
- 4. Michael Santos acted as an information liaison between the investors and the development team and provided me with the information that I received about the development.
- 5. After reviewing the financial prospectus, conducting my own due diligence, speaking with Mr. Santos, Mr. Kazazi and Mr. Pukke, and speaking and/or visiting with other investors, I, together with Allan Prijoles, agreed to invest \$25,000 in the Rancho Del Mar project. Along with other investors, I became part of the Class A investors in Rancho Del Mar, LLC.
- On July 30, 2018, I, together with Allan Prijoles, deposited 25,000 to a Chase bank account ending in 2275, which together with other investors, aggregately transferred a total

 amount of \$100,000 to Newport Land Group's bank account at Bank of America, account number ending in 8924 on July 31, 2018. Attached as Exhibit T is a true and correct copy of the July Chase bank statement showing our deposit of \$25,000 (July 30, 2018) and Exhibit U is the aggregate transfer of \$100,000 (July 31, 2018) to Newport Land Group bank account.

- 7. It is my understanding that between August 1, 2018 and November 3, 2018, the seller of the Rancho Del Mar property was making unreasonable demands in connection with the purchase and sale of the 1,600 acres, which delayed the closing of escrow. I further understand that all the funds, both those invested by myself and those invested by the other investors, are secure in the Bank of America account for Newport Land Group.
- 8. On or about November 8, 2018, I learned of the existence of an action filed by the Federal Trade Commission in the District Court of Maryland against various entities and Mr. Pukke. The FTC Complaint arises from development projects in Belize that are not related in any way to the Costa Rica Rancho Del Mar project. Newport Land Group is not mentioned in the FTC Complaint. Nevertheless, it is my understanding that Mr. Kazazi and Mr. Pukke have informed Mr. Santos that, as a result of the FTC Complaint, Newport Land Group will not accept any further monies from any investor, will not close on the Rancho Del Mar project in Costa Rica and will comply with a Court order to return monies to its investors. I am informed and believe that the \$3,350,000 of funds provided by the investors (including the \$25,000 we provided) are safe and secure and in the bank account for Newport Land Group ending in 8924 at Bank of America.
- 9. I understand that Mr. Santos spoke with Andris Pukke of Newport Land Group. Mr. Rod Kazazi has not responded to email messages, voice messages, or text messages since the FTC Action. Mr. Pukke informed Michael Santos that Newport Land Group will not oppose the provisional relief sought in this Application seeking the return of the investment monies to the Plaintiff investors. Out of an abundance of caution, however, Newport Land Group will only return the monies after the Court enters an appropriate order. Similarly, Newport Land Group is unlikely to appear and/or oppose the entry of a judgment that would permit the Plaintiff investors to be made whole.
  - 10. Newport Land Group is essentially insolvent in that it has no assets other than the

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monies currently on hand (which are owed to the Plaintiff investors). There is no bona fide dispute as to the amounts owed to me or to the other investors. However, Newport Land Group has not paid over the monies and has not used those monies to satisfy the debt. Despite a demand that Newport Land Group return the monies, it is unwilling to do so absent a court order. A true and correct copy of the demand sent by the investors to Newport Land Group is attached hereto as Exhibit V. If the monies are not attached, held, frozen or deposited into a Court escrow, then the monies may be at risk for a disposition that would be contrary to the interests of the Plaintiff investors, to the detriment of the valid, legitimate and bona fide claims and impede my ability to collect these monies later.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I executed this Declaration in Menifee, California on November 12, 2018.

Mary Jane Prijoles

### DECLARATION OF ROEL PAHL

I, Roel Pahl, declare as follows:

- I am an individual over the age of eighteen. I make this declaration in support of the
  Ex Parte Application for a Right to Attach Order and Writ of Attachment or In the Alternative,
  Temporary Protective Order, in the above-captioned case. I make this declaration based on my
  own personal knowledge. If called as a witness, I could and would testify competently as to the
  facts contained below.
- 2. In the first quarter of 2018, Michael Santos told me about a new real estate development project located in Costa Rica. Mr. Santos traveled to Costa Rica and met with Rod Kazazi and his business associate Andris Pukke regarding the project. At the time, they were exploring property in Costa Rica. The name of the property was Rancho Del Mar and was described as 1,600 acres with three miles of coastline. I understand that Kazazi and Pukke intended to create a master plan that would include amenities and 1,500 home sites. The project was to be branded "Rancho Del Mar." The website for the development is located at http://www.ranchodelmarcostarica.com.
- 3. I understand that Messrs. Kazazi and Pukke wished to raise \$10 million in capital from investors. I have invested in properties before and have the knowledge necessary to conduct due diligence on such an endeavor. As part of the due diligence, I spoke with Michael Santos at length. I visited the corporate office of the developer. At the office, I met with Andris Pukke and with Brandi Greenfield. Rod Kazazi was in Costa Rica at the time so we did not meet with him.
- Michael Santos acted as an information liaison between the investors and the development team and provided me with the information that I received about the development.
- 5. After reviewing the financial prospectus, conducting my own due diligence, speaking with Mr. Santos, Mr. Kazazi and Mr. Pukke, and speaking and/or visiting with other investors, I, together with Clarissa Tengonciang, agreed to invest \$25,000 in the Rancho Del Mar project.
  Along with other investors, I became part of the Class A investors in Rancho Del Mar, LLC.
- On July 26, 2018, I, together with Clarissa Tengonciang, deposited 25,000 to a Chase bank account ending in 2275, which together with other investors, aggregately transferred a total

amount of \$100,000 to Newport Land Group's bank account at Bank of America, account number ending in 8924 on July 31, 2018. Attached as Exhibit BB is a true and correct copy of the July Chase bank statement showing our deposit of \$25,000 (July 26, 2018) and Exhibit CC is the aggregate transfer of \$100,000 (July 31, 2018) to Newport Land Group bank account.

- 7. It is my understanding that between August 1, 2018 and November 3, 2018, the seller of the Rancho Del Mar property was making unreasonable demands in connection with the purchase and sale of the 1,600 acres, which delayed the closing of escrow. I further understand that all the funds, both those invested by myself and those invested by the other investors, are secure in the Bank of America account for Newport Land Group.
- 8. On or about November 8, 2018, I learned of the existence of an action filed by the Federal Trade Commission in the District Court of Maryland against various entities and Mr. Pukke. The FTC Complaint arises from development projects in Belize that are not related in any way to the Costa Rica Rancho Del Mar project. Newport Land Group is not mentioned in the FTC Complaint. Nevertheless, it is my understanding that Mr. Kazazi and Mr. Pukke have informed Mr. Santos that, as a result of the FTC Complaint, Newport Land Group will not accept any further monies from any investor, will not close on the Rancho Del Mar project in Costa Rica and will comply with a Court order to return monies to its investors. I am informed and believe that the \$3,350,000 of funds provided by the investors (including the \$25,000 we provided) are safe and secure and in the bank account for Newport Land Group ending in 8924 at Bank of America.
- 9. I understand that Mr. Santos spoke with Andris Pukke of Newport Land Group, Mr. Rod Kazazi has not responded to email messages, voice messages, or text messages since the FTC Action. Mr. Pukke informed Michael Santos that Newport Land Group will not oppose the provisional relief sought in this Application seeking the return of the investment monies to the Plaintiff investors. Out of an abundance of caution, however, Newport Land Group will only return the monies after the Court enters an appropriate order. Similarly, Newport Land Group is unlikely to appear and/or oppose the entry of a judgment that would permit the Plaintiff investors to be made whole.
  - 10. Newport Land Group is essentially insolvent in that it has no assets other than the

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monies currently on hand (which are owed to the Plaintiff investors). There is no bona fide dispute as to the amounts owed to me or to the other investors. However, Newport Land Group has not paid over the monies and has not used those monies to satisfy the debt. Despite a demand that Newport Land Group return the monies, it is unwilling to do so absent a court order. A true and correct copy of the demand sent by the investors to Newport Land Group is attached hereto as Exhibit DD. If the monies are not attached, held, frozen or deposited into a Court escrow, then the monies may be at risk for a disposition that would be contrary to the interests of the Plaintiff investors, to the detriment of the valid, legitimate and bona fide claims and impede my ability to collect these monies later.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I executed this Declaration in Menifee, California on November 12, 2018.

Roel Pahl

DECLARATIONS

#### DECLARATION OF QUAN LIN

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27 28 I, Quan Lin declare as follows:

- 1. I am an individual over the age of eighteen. I make this declaration in support of the Ex Parte Application for a Right to Attach Order and Writ of Attachment or In the Alternative, Temporary Protective Order, in the above-captioned case. I make this declaration based on my own personal knowledge. If called as a witness, I could and would testify competently as to the facts contained below.
- 2. In the first quarter of 2018, Michael Santos told me about a new real estate development project located in Costa Rica. Mr. Santos traveled to Costa Rica and met with Rod Kazazi and his business associate Andris Pukke regarding the project. At the time, they were exploring property in Costa Rica. The name of the property was Rancho Del Mar and was described as 1,600 acres with three miles of coastline. I understand that Kazazi and Pukke intended to create a master plan that would include amenities and 1,500 home sites. The project was to be branded "Rancho Del Mar." The website for the development is located at http://www.ranchodelmarcostarica.com.
- 3. I understand that Messrs. Kazazi and Pukke wished to raise \$10 million in capital from investors. I have invested in properties before and have the knowledge necessary to conduct due diligence on such an endeavor. As part of the due diligence, I spoke with Michael Santos at length. I visited the corporate office of the developer. At the office, I met with Andris Pukke and with Brandi Greenfield. Rod Kazazi was in Costa Rica at the time so we did not meet with him.
- 4. Michael Santos acted as an information liaison between the investors and the development team and provided me with the information that I received about the development.
- 5. After reviewing the financial prospectus, conducting my own due diligence, speaking with Mr. Santos, Mr. Kazazi and Mr. Pukke, and speaking and/or visiting with other investors, I, together with Yu Lin, agreed to invest \$200,000 in the Rancho Del Mar project. Along with other investors, I became part of the Class A investors in Rancho Del Mar, LLC.
- From July 31, 2018 to August 8, 2018, I together with Yu Lin, initiated bank transfers and deposits, for a total amount of \$200,000 to Newport Land Group's bank account at Bank of

America, account number ending in 8924. Attached as Exhibit W (\$32,000), X (\$68,000), Y (\$40,000) and Z (\$60,000) are true and correct copies of the bank transfer receipts, for a total investment of \$200,000.

- 7. It is my understanding that between August 1, 2018 and November 3, 2018, the seller of the Rancho Del Mar property was making unreasonable demands in connection with the purchase and sale of the 1,600 acres, which delayed the closing of escrow. I further understand that all the funds, both those invested by myself and those invested by the other investors, are secure in the Bank of America account for Newport Land Group.
- 8. On or about November 8, 2018, I learned of the existence of an action filed by the Federal Trade Commission in the District Court of Maryland against various entities and Mr. Pukke. The FTC Complaint arises from development projects in Belize that are not related in any way to the Costa Rica Rancho Del Mar project. Newport Land Group is not mentioned in the FTC Complaint. Nevertheless, it is my understanding that Mr. Kazazi and Mr. Pukke have informed Mr. Santos that, as a result of the FTC Complaint, Newport Land Group will not accept any further monies from any investor, will not close on the Rancho Del Mar project in Costa Rica and will comply with a Court order to return monies to its investors. I am informed and believe that the \$3,350,000 of funds provided by the investors (including the \$200,000 I provided) are safe and secure and in the bank account for Newport Land Group ending in 8924 at Bank of America.
- 9. I understand that Mr. Santos spoke with Andris Pukke of Newport Land Group. Mr. Rod Kazazi has not responded to email messages, voice messages, or text messages since the FTC Action. Mr. Pukke informed Michael Santos that Newport Land Group will not oppose the provisional relief sought in this Application seeking the return of the investment monies to the Plaintiff investors. Out of an abundance of caution, however, Newport Land Group will only return the monies after the Court enters an appropriate order. Similarly, Newport Land Group is unlikely to appear and/or oppose the entry of a judgment that would permit the Plaintiff investors to be made whole.
- 10. Newport Land Group is essentially insolvent in that it has no assets other than the monies currently on hand (which are owed to the Plaintiff investors). There is no bona fide

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dispute as to the amounts owed to me or to the other investors. However, Newport Land Group has not paid over the monies and has not used those monies to satisfy the debt. Despite a demand that Newport Land Group return the monies, it is unwilling to do so absent a court order. A true and correct copy of the demand sent by the investors to Newport Land Group is attached hereto as Exhibit AA. If the monies are not attached, held, frozen or deposited into a Court escrow, then the monies may be at risk for a disposition that would be contrary to the interests of the Plaintiff investors, to the detriment of the valid, legitimate and bona fide claims and impede my ability to collect these monies later.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I executed this Declaration in Menifee, California on November 12, 2018.

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#### DECLARATION OF JAMIE TENG

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I, Jamie Teng. declare as follows:

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- 1. I am an individual over the age of eighteen. I make this declaration in support of the Ex Parte Application for a Right to Attach Order and Writ of Attachment or In the Alternative, Temporary Protective Order, in the above-captioned case. I make this declaration based on my own personal knowledge. If called as a witness, I could and would testify competently as to the facts contained below.
- 2. In the first quarter of 2018, Michael Santos told me about a new real estate development project located in Costa Rica. Mr. Santos traveled to Costa Rica and met with Rod Kazazi and his business associate Andris Pukke regarding the project. At the time, they were exploring property in Costa Rica. The name of the property was Rancho Del Mar and was described as 1,600 acres with three miles of coastline. I understand that Kazazi and Pukke intended to create a master plan that would include amenities and 1,500 home sites. The project was to be branded "Rancho Del Mar." The website for the development is located at http://www.ranchodelmarcostarica.com.
- I understand that Messrs. Kazazi and Pukke wished to raise \$10 million in capital from investors. I have invested in properties before and have the knowledge necessary to conduct due diligence on such an endeavor. As part of the due diligence, I spoke with Michael Santos at length. I visited the corporate office of the developer. At the office, I met with Andris Pukke and with Brandi Greenfield. Rod Kazazi was in Costa Rica at the time so we did not meet with him.
- 4. Michael Santos acted as an information liaison between the investors and the development team and provided me with the information that I received about the development.
- 5. After reviewing the financial prospectus, conducting my own due diligence, speaking with Mr. Santos, Mr. Kazazi and Mr. Pukke, and speaking and/or visiting with other investors, I together with Juliana Tengonciang, agreed to invest \$100,000 in the Rancho Del Mar project. Along with other investors, I became part of the Class A investors in Rancho Del Mar, LLC.
- On July 31, 2018, I together with Yu Lin, initiated bank transfers and deposits, for a total amount of \$100,000 to Newport Land Group's bank account at Bank of America, account

 number ending in 8924. Attached as Exhibit M is a true and correct copies of the bank transfer receipts.

- 7. It is my understanding that between August 1, 2018 and November 3, 2018, the seller of the Rancho Del Mar property was making unreasonable demands in connection with the purchase and sale of the 1,600 acres, which delayed the closing of escrow. I further understand that all the funds, both those invested by myself and those invested by the other investors, are secure in the Bank of America account for Newport Land Group.
- 8. On or about November 8, 2018, I learned of the existence of an action filed by the Federal Trade Commission in the District Court of Maryland against various entities and Mr. Pukke. The FTC Complaint arises from development projects in Belize that are not related in any way to the Costa Rica Rancho Del Mar project. Newport Land Group is not mentioned in the FTC Complaint. Nevertheless, it is my understanding that Mr. Kazazi and Mr. Pukke have informed Mr. Santos that, as a result of the FTC Complaint, Newport Land Group will not accept any further monies from any investor, will not close on the Rancho Del Mar project in Costa Rica and will comply with a Court order to return monies to its investors. I am informed and believe that the \$3,350,000 of funds provided by the investors (including the \$100,000 I provided) are safe and secure and in the bank account for Newport Land Group ending in 8924 at Bank of America.
- 9. I understand that Mr. Santos spoke with Andris Pukke of Newport Land Group. Mr. Rod Kazazi has not responded to email messages, voice messages, or text messages since the FTC Action. Mr. Pukke informed Michael Santos that Newport Land Group will not oppose the provisional relief sought in this Application seeking the return of the investment monies to the Plaintiff investors. Out of an abundance of caution, however, Newport Land Group will only return the monies after the Court enters an appropriate order. Similarly, Newport Land Group is unlikely to appear and/or oppose the entry of a judgment that would permit the Plaintiff investors to be made whole.
- 10. Newport Land Group is essentially insolvent in that it has no assets other than the monies currently on hand (which are owed to the Plaintiff investors). There is no bona fide dispute as to the amounts owed to me or to the other investors. However, Newport Land Group

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has not paid over the monies and has not used those monies to satisfy the debt. Despite a demand that Newport Land Group return the monies, it is unwilling to do so absent a court order. A true and correct copy of the demand sent by the investors to Newport Land Group is attached hereto as Exhibit N. If the monies are not attached, held, frozen or deposited into a Court escrow, then the monies may be at risk for a disposition that would be contrary to the interests of the Plaintiff 5 investors, to the detriment of the valid, legitimate and bona fide claims and impede my ability to collect these monies later. I declare under the penalty of perjury under the laws of the State of California that the 8 foregoing is true and correct and that I executed this Declaration in Menifee, California on November 12, 2018. 11 Jamie Teng 12 13 14 15 16 17 18

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## DECLARATION OF YU LIN

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I, Yu Lin declare as follows:

- 1. I am an individual over the age of eighteen. I make this declaration in support of the Ex Parte Application for a Right to Attach Order and Writ of Attachment or In the Alternative, Temporary Protective Order, in the above-captioned case. I make this declaration based on my own personal knowledge. If called as a witness, I could and would testify competently as to the facts contained below.
- 2. In the first quarter of 2018, Michael Santos told me about a new real estate development project located in Costa Rica. Mr. Santos traveled to Costa Rica and met with Rod Kazazi and his business associate Andris Pukke regarding the project. At the time, they were exploring property in Costa Rica. The name of the property was Rancho Del Mar and was described as 1,600 acres with three miles of coastline. I understand that Kazazi and Pukke intended to create a master plan that would include amenities and 1,500 home sites. The project was to be branded "Rancho Del Mar." The website for the development is located at http://www.ranchodelmarcostarica.com.
- 3. I understand that Messrs. Kazazi and Pukke wished to raise \$10 million in capital from investors. I have invested in properties before and have the knowledge necessary to conduct due diligence on such an endeavor. As part of the due diligence, I spoke with Michael Santos at length. I visited the corporate office of the developer. At the office, I met with Andris Pukke and with Brandi Greenfield. Rod Kazazi was in Costa Rica at the time so we did not meet with him.
- 4. Michael Santos acted as an information liaison between the investors and the development team and provided me with the information that I received about the development.
- 5. After reviewing the financial prospectus, conducting my own due diligence, speaking with Mr. Santos, Mr. Kazazi and Mr. Pukke, and speaking and/or visiting with other investors, I together with Quan Lin, agreed to invest \$200,000 in the Rancho Del Mar project. Along with other investors, I became part of the Class A investors in Rancho Del Mar, LLC.
- 6. From July 31, 2018 to August 8, 2018, I together with Quan Lin, initiated bank transfers and deposits, for a total amount of \$200,000 to Newport Land Group's bank account at

Bank of America, account number ending in 8924. Attached as Exhibit EE (\$32,000), FF (\$68,000), GG (\$40,000) and HH (\$60,000) are true and correct copies of the bank transfer receipts, for a total investment of \$200,000.

- 7. It is my understanding that between August 1, 2018 and November 3, 2018, the seller of the Rancho Del Mar property was making unreasonable demands in connection with the purchase and sale of the 1,600 acres, which delayed the closing of escrow. I further understand that all the funds, both those invested by myself and those invested by the other investors, are secure in the Bank of America account for Newport Land Group.
- 8. On or about November 8, 2018, I learned of the existence of an action filed by the Federal Trade Commission in the District Court of Maryland against various entities and Mr. Pukke. The FTC Complaint arises from development projects in Belize that are not related in any way to the Costa Rica Rancho Del Mar project. Newport Land Group is not mentioned in the FTC Complaint. Nevertheless, it is my understanding that Mr. Kazazi and Mr. Pukke have informed Mr. Santos that, as a result of the FTC Complaint, Newport Land Group will not accept any further monies from any investor, will not close on the Rancho Del Mar project in Costa Rica and will comply with a Court order to return monies to its investors. I am informed and believe that the \$3,350,000 of funds provided by the investors (including the \$200,000 we provided) are safe and secure and in the bank account for Newport Land Group ending in 8924 at Bank of America.
- 9. I understand that Mr. Santos spoke with Andris Pukke of Newport Land Group. Mr. Rod Kazazi has not responded to email messages, voice messages, or text messages since the FTC Action. Mr. Pukke informed Michael Santos that Newport Land Group will not oppose the provisional relief sought in this Application seeking the return of the investment monies to the Plaintiff investors. Out of an abundance of caution, however, Newport Land Group will only return the monies after the Court enters an appropriate order. Similarly, Newport Land Group is unlikely to appear and/or oppose the entry of a judgment that would permit the Plaintiff investors to be made whole.
- 10. Newport Land Group is essentially insolvent in that it has no assets other than the monies currently on hand (which are owed to the Plaintiff investors). There is no bona fide

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dispute as to the amounts owed to me or to the other investors. However, Newport Land Group has not paid over the monies and has not used those monies to satisfy the debt. Despite a demand 2 that Newport Land Group return the monies, it is unwilling to do so absent a court order. A true and correct copy of the demand sent by the investors to Newport Land Group is attached hereto as Exhibit II. If the monies are not attached, held, frozen or deposited into a Court escrow, then the monies may be at risk for a disposition that would be contrary to the interests of the Plaintiff investors, to the detriment of the valid, legitimate and bona fide claims and impede my ability to collect these monies later. I declare under the penalty of perjury under the laws of the State of California that the 9 foregoing is true and correct and that I executed this Declaration in Menifee, California on 10 11 November 12, 2018. 12 13 Yu Lin 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28

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 From:
 Michael Santos

 To:
 David Heiman

 Cc:
 Rod Kazazi

Subject: Summary of meeting last night regarding Rancho del Mar

Date: Friday, May 04, 2018 6:23:54 PM

Hi David,

As promised, I'm providing a summary of the meeting I had with the development team last night. In case you want to save the document, I'm also attaching it as a Word file. And I'm including Rod on this email thread so you can connect with him directly.

With the unanticipated financial commitment of other investors that joined us in Costa Rica—after your team left—the offering of equity shares is now oversubscribed. Fortunately, the developer is allowing me to move forward with up to \$10 million in an equity raise—regardless of the commitment from the larger investment group.

As I described during our call yesterday, since the developer has funding in place, the team is reluctant to take lots at The Reserve back into inventory and apply the value as an equity contribution in Costa Rica. Too many other partners at The Reserve complicate this scenario, especially when considering commissions already paid. If you're successful in raising your cash contribution—together with what you bring in from the others, the developer will be more receptive to taking one of the lots back into inventory. I'm hopeful that Jason will make a bigger investment, and that your friend "the roofer" will agree to come on board, which will get you to the same level of my investment. If you can get there, I think the developer will be much more receptive to working out a deal with you on the lot at The Reserve.

In the event that the roofer would like to join us on a tour of the property, we can make that happen, too.

Even though properties at The Reserve continue to appreciate in value, the developer would need to budget 30% in marketing/sales costs to sell each lot again. The developer also has to take into consideration that commissions have been paid already, and would need to be paid again.

Unless you tell me differently, I am putting you down for a \$1,000,000 total commitment. I expect that the developer will provide us with contractual details and wiring instructions before the end of May, as we're expecting to close escrow in June.

#### **Marketing Live Events / Webinars:**

I'm glad that you're enthusiastic to participate in the live event strategy, too. As a result of my

personal investment of \$1.7 to \$2.3 million in capital (depending upon results from my trip to NYC tomorrow) and my commitment to raise \$10 million in equity overall, the developer has agreed to partner with me in a new marketing strategy. Today I am establishing Alternative Investment Seminars (AIS), a new California LLC. The developer will be an equity stakeholder in the new AIS, LLC, which ensures the developer will agree to continue to provide us with lots to sell through live events.

As a contribution to the LLC, the developer has agreed to provide a 12-month option (at no charge) to sell 500 lots under exceptional terms. Essentially, we'll have a franchise to sell property without paying a franchise fee. In broad strokes, the sale of those 500 lots (at \$130k each) will result in total commissions of \$6,921,600 over 20 years. The AIS, LLC will receive 50% of those commissions, the host of the live event will receive the other 50%. Those commissions will come as an annuity, over the life of the loan.

Since you're investing alongside me, raising my capital contribution, you may join me in selling these lots under favorable terms. An overview of those terms follows:

- Instant equity for buyers
- Guaranteed financing at 3% interest rates
- No down payment required to control the asset

The developer receives the benefit of building receivables. The client receives the benefit of owning an appreciating asset, in an appreciating market, without a massive capital commitment. We will offer a 6-month money-back guarantee to the client, provided the client tours the property at his own expense. In other words, if the client visits the property within six months, and the client doesn't like the project for any reason, we will refund the entire investment made by the client. The developer will offer these terms exclusively to AIS, LLC for the following reasons:

- The developer does not have to pay cash commissions on sales.
- The developer does not have to incur 30% marketing costs on each sale.
- The developer advances the model of building receivables.

The developer's responsibility will be to fund the media that generates leads. My responsibility will be to coordinate and support teams that participate in live events or webinars. We will begin by selling lots in the Laguna Palms section of The Reserve. Those lots currently have a list price of \$150,000 or higher. The new LLC will have the right to sell those lots under the following terms:

• Lot price: \$130,000 (providing instant equity)

• Down payment: \$0

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• Interest rate: 3%

• Total payment, including GST: \$720.96

• Total number of payments: 240

Commission per-lot sale to new LLC: 8%

New AIS, LLC will split that commission with the host of the live event.

Based on above scenario, a no-money down sale of \$130,000 will result in a total commission of 8%, or \$10,400 (paid out over the life of the loan to the client).

- Host of live event will receive half of that commission, or \$5,200
- New LLC will receive \$5,200

All of those payments will be disbursed as the client sends in monthly payments, building steady stream of receivables for new LLC and for host of live event.

With each \$720.96 payment that the client sends to developer, the developer will send payment of \$57.68 to the new LLC. The new LLC will send \$28.84 to the host of the live event.

The new AIS, LLC will have the contractual right to sell 500 lots under these terms over the next 12 months. The developer will fund media costs to generate leads for these sales. We will begin testing here in Orange County to get a determination of lead-cost, and what it costs to host an event. Once we have those costs in place, we will create a plan to scale across the nation. I will spend the remainder of this month building the website and the marketing materials. My intentions are to begin hosting live events in June here in Orange County. By the end of the summer, we will have a better understanding of costs and we will be ready to branch out to other cities.

If we succeed in selling all 500 lots within 12 months, the new AIS LLC will generate monthly receivables of \$28,840 per month for 20 years. Again, the LLC will split those receivables, 50/50, with the host of the live event. The total available revenue stream from the sale of those 500 lots would be \$6,921,600 over 20 years.

If we sell at different price points, those numbers will change. As we grow, we'll also create opportunities to sell for cash discounts, or create a commission schedule for capital raises.

I'm looking forward to seeing you later this month. In the meantime, I'll continue working to develop the marketing and seminar materials. I'm attaching a schedule of tasks that I must complete. Let me know if you have any questions.

Have a great weekend!

Pura Vida!

Thanks,

Michael

 From:
 Michael Santos

 To:
 David Heiman

 Subject:
 Meeting on May 30

Date: Thursday, May 10, 2018 9:41:50 AM

Hi David,

So glad to hear you're coming on May 30. This will be a like a first "live event" that we'll do together!

Let me check with the office regarding a hotel. I'll give you an update today, and I'll make sure we're ready for May 30.

I really appreciate your effort and I'm glad you're on my team.

Thanks, Michael

From: David Heiman <david@regencyhomesllc.com>

**Date:** Thursday, May 10, 2018 at 6:38 AM

To: Michael Santos <michael@buyinternational.com>

**Subject:** Re: Follow up

Hi Michael,

Thanks for the email and update!

First of all I want to thank you for all the hard work to this point on this amazing opportunity. I know with mine & your enthusiasm this is going to be a huge success!!

Sounds like its going well for you raising capital! I met with my roofing contractor Tony for lunch on Tuesday.

He seems to be interested enough that he is making the trip to Newport with me & Lisa on May 30th. He says he has liquid capital to invest up to 1.5 million. The problem is he is looking at a commercial strip mall building to purchase and he was planning to use those funds. I think we can convince him that this has a much higher ROI on that money that the strip mall.

I sent you our flight itinerary. Can you recommend a good hotel near by the office?

Talk soon!

On May 9, 2018, at 6:16 AM, Michael Santos <michael@buyinternational.com> wrote:

Good morning David,

I'm at LaGuardia Airport, ready to board a flight to Denver. I've got a final meeting with a prospective investor in Denver, then back to Orange County. I had a successful trip to New York and I'm hoping for a successful trip in Denver—if so, I'll surpass \$2 million in capital for this venture. Very enthusiastic to begin building the live events with you.

When I return, I've got a very busy schedule of building the websites, publishing the first book "Prison to Paradise" and creating the marketing materials that will guide presentations. Once I finish the first version, I'll need to work on creating a personalized version for you—one that describes your amazing career.

We're getting closer and I just wanted to express my enthusiasm for working with you.

Best, Michael

David Heiman
Regency Homes, LLC
We Buy Houses For Cash
816-405-5884
david@regencyhomesllc.com

**rom:** David Heiman <david@regencyhomesllc.com>

o: Theisman, Benjamin <a href="mailto:btheisman@ftc.gov">btheisman@ftc.gov</a>; Cohen, Jonathan <a href="mailto:jcohen2@ftc.gov">jcohen2@ftc.gov</a>

**u ect:** The Reserve-Belize FTC Case

ttach: doc02448620190215150911.pdf; doc02448720190215152818.pdf

Hello,

My name is David Heiman from Holden, Missouri

I am emailing concerning an investment of \$750,000 me and my wife Lisa made in a planned development Rancho Del Mar in Costa Rica with Newport Land Group in California.

As a result of the FTC actions against Newport Land Group in relation to The Reserve development in Belize our funds have been wrongfully frozen in a Bank of America account of Newport Land Group in California.

The new proposed development in Costa Rica had nothing to do with the development in Belize other than the relationship with Newport Land Group. We do own 2 lots in The Reserve. So not only has the FTC actions resulting in the freeze of our \$750,000 but because of the accusations in Belize has significantly devalued the lot value there also.

Since the main goal of the FTC you claim is to protect consumers we feel like it has done nothing but ruin us financially. We have already spent \$35,000 dollars in legal fees in defense trying to protect our investments. This has placed us in a serious financial situation because this money was borrowed against assets that we have including our personal home and retirement accounts.

We have nothing to do now or in the past with Newport Land Group as far as The Reserve in Belize. We are requesting to work with you directly to facilitate the return of our funds instead of spending more money on attorneys that we do not have.

I have attached copies of the subscription agreement showing our investment in Rancho Del Mar along with the wire transfer to the Bank of America of Newport Land Group. Also attached is the declaration that our attorney in California prepared detailing our investment.

We expect you as a consumer advocate for the taxpayers of this country to do the right thing and help us to facilitate the return of our \$750,000.

Please call me at the number below to discuss this matter asap.

Sincerely,

DAVID & LISA HEIMAN Regency Homes LLC Platinum Realty 816-405-5884 David@regencyhomesllc.com

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MIB Outgoing Wire

**Basic Information** 

MIB ISN: 180717010000926811

Business Function (3600)

Wire Type (1510)

Sender Name (3100) Receiver Name (3400) OMAD (1120)

CTR - Customer Transfer 1000

Midwest Ind Bank BANK OF AMERICA

20180717 B6B7HU1R 005780 07171221FT03 0508

jenngilb24 @ 7/17/2018 9:57 AM

Amount {2000} Sender ABA (3100) Receiver ABA {3400}

Originator FI (5100)

\$750,000.00 IMAD (1520) **Business Date** 

5273 9593 20180717 MMQFMPE2 000135

Tuesday, July 17, 2018

ID Code D - Demand Deposit Account (DDA) Number

One West Washington St.

Carrollton, MO 64633

Core Account Number 200508

200508

Bank 21

Released By

Identifier

Name

Address

cecewhit23 @ 7/17/2018 10:38 AM

Originator Information

Originator (5000)

Account Number

Created By

ID Code D - Demand Deposit Account (DDA) Number

Identifier Name

HEARTLAND PROPERTY GROUP INC

Address

13208 S RAGSDALE RD

LONE JACK, MO 64070

Originator to Beneficiary (6000)

RANCHO DEL MAR, COSTA RICA INVESTMENTS PURCHASE \$1 MILLION WORTH OF CLASS A

SHARES

Beneficiary Information

Beneficiary (4200)

ID Code D - Demand Deposit Account (DDA) Number

Identifier 325077098924

NEWPORT LAND GROUP Name Address 3333 MICHELSON DRIVE

IRVINE, CA 92612

**OFAC Results** 

There were no OFAC hits on this wire.

11/9/2018 8:49:47 AM

# SUBSCRIPTION AGREEMENT FOR RANCHO DEL MAR, LLC

A Wyoming Limited Liability Company

THIS SUBSCRIPTION AGREEMENT (the "Agreement") is made by and among Rancho Del Mar, LLC, a Wyoming limited liability company (the "Company"), and the individuals and/or entities purchasing Units hereunder (individually, a "Subscriber" and collectively, the "Subscribers").

WHEREAS, the Company desires to issue up to Ten Thousand (10,000) Class A Membership interests ("Units" or "Class A Units") in the Company (the "Offering") at a price of \$1,000 per Unit to certain accredited investors ("Accredited Investor(s)"), as that term is defined in Rule 501 of Regulation D as promulgated under the Securities Act of 1933, as amended (the "Act");

WHEREAS, the Subscriber has been furnished with a copy of the offering documents, including this Agreement, the Risk Factors, the Company's Operating Agreement, Executive Summary, and the Prospective Purchaser Questionnaire, as the same may have been amended or supplemented from time to time (collectively, the "Offering Documents"); and

WHEREAS, the Subscriber desires to purchase that value of Class A Units of the Company set forth on the signature page hereof on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual representations and covenants set forth herein, the parties agree as follows:

#### Purchase and Sale of Units.

- 1.1 <u>Purchase of Units.</u> Subject to the terms and conditions of this Agreement, the Subscribers agree to purchase at the Closings (as defined below) and the Company agrees to sell and issue to the Subscribers at the Closings an aggregate of up to Ten Thousand (10,000) Class A Units.
- 1.2 <u>Company Reservation of Rights to Terminate or Deny.</u> The Company reserves the right to refuse all or part of any or all subscriptions. Furthermore, no Subscription Agreement shall be effective until accepted and executed by the Company and the Company shall have the right, in its sole discretion, for any reason or for no reason, to refuse any potential Subscribers.

- Closing and Delivery. The purchase price for the Units is payable by check or wire transfer payable to the Company or its designee in an amount equal to the applicable purchase price per unit multiplied by the number of Units being purchased by such Subscriber.
- 3. <u>Representations and Warranties of the Company</u>. The Company hereby represents and warrants to the Subscribers that:
  - 3.1 Organization, Good Standing and Qualification. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the state of Wyoming and has all requisite corporate power and authority to carry on its business as now conducted. The Company is duly qualified to transact business in each jurisdiction in which the failure so to qualify would have a material adverse effect on its business or properties.
  - 3.2 <u>Authorization</u>. All action on the part of the Company, its members and managers, necessary for the authorization, execution and delivery of this Agreement and the issuance of the Units, the performance of all obligations of the Company hereunder and thereunder has been taken or will be taken prior to the Closing, and this Agreement constitutes a valid and legally binding obligation of the Company, enforceable in accordance with its terms.
  - 3.3 <u>Valid Issuance of Units</u>. The Units, when issued, sold and delivered in accordance with the terms hereof for the consideration expressed herein or therein, will be duly and validly issued and fully-paid and non-assessable. Based in part upon the representations of the Subscribers in this Agreement and subject to the completion of the filings referenced in Section 3.4 below, the Units will be issued in compliance with all applicable federal and state securities laws.
  - 3.4 <u>Governmental Consents.</u> No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority on the part of the Company is required in connection with the consummation of the transactions contemplated by this Agreement, except for the federal and state securities law filings to be made by the Company as necessary.
  - 3.5 <u>Litigation</u>. There is no action, suit, proceeding or investigation pending or currently threatened against the Company that questions the validity of this Agreement, or the right of the Company to enter into this Agreement, or to consummate the transactions contemplated hereby, or that might result, either individually or in the aggregate, in any material adverse changes in the assets, condition, affairs or prospects of the Company, financially or otherwise, or any change in the current equity ownership of the Company, nor is the Company aware that there is any basis for the foregoing. The Company is not a party or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality. There is no action, suit, proceeding or investigation by the Company currently pending or which the Company intends to initiate.
  - 3.6 <u>Compliance with Other Instruments</u>. The Company is not in violation or default of any provisions of its Articles of Organization or Operating Agreement or of any

instrument, judgment, order, writ, decree or contract to which it is a party or by which it is bound or, to its knowledge, of any provision of federal or state statute, rule or regulation applicable to the Company. The execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby, will not result in any such violation or be in conflict with or constitute, with or without the passage of time and giving of notice, either a default under any such provision, instrument, judgment, order, writ, decree or contract or an event which results in the creation of any lien, charge or encumbrance upon any assets of the Company.

- 3.7 <u>Disclosure</u>. The forward-looking statements, including financial projections, contained in the Offering Documents were prepared in good faith; however, the Company does not warrant that such statements will ultimately become true. In addition to the foregoing, the Company restates as if rewritten herein the risk factors set forth in private placement memorandum.
- 4. Representations and Warranties of the Subscribers. Each Subscriber hereby severally and not jointly represents and warrants to the Company that:
  - 4.1 <u>Risk</u>. The Subscriber recognizes that the purchase of Units involves a high degree of risk in that (i) the Company has no operating history; (ii) an investment in the Company is highly speculative, and only investors who can afford the loss of their entire investment should consider investing in the Company and the Units; (iii) the Subscriber may not be able to liquidate his, her or its investment; (iv) transferability of the Units is extremely limited; and (v) in the event of a disposition, the Subscriber could sustain the loss of his, her or its entire investment.
  - 4.2 <u>Investment Experience</u>. The Subscriber hereby acknowledges and represents that the Subscriber has prior investment experience, including investment in non-listed and unregistered securities, or the Subscriber has employed the services of an investment advisor, attorney and/or accountant to read all of the documents furnished or made available by the Company both to the Subscriber and to all other prospective investors in the Units and to evaluate the merits and risks of such an investment on the Subscriber's behalf.
  - 4.3 <u>Due Diligence</u>. The Subscriber hereby acknowledges receipt and careful review of the Offering Documents, as supplemented and amended, and the attachments and exhibits thereto all of which constitute an integral part of the Offering Documents, and hereby represents that the Subscriber has been furnished by the Company during the course of this transaction with all information regarding the Company which the Subscriber has requested or desired to know, has been afforded the opportunity to ask questions of and receive answers from duly authorized managers, officers or other representatives of the Company concerning the terms and conditions of the offering and has received any additional information which Subscriber has requested. The Subscriber acknowledges that the Subscriber is relying upon the Offering Documents and not relying upon any prior documents prepared by the Company.
  - 4.4 <u>Protection of Interests; Exempt Offering</u>. The Subscriber hereby represents that the Subscriber either by reason of the Subscriber's business or financial experience or

the business or financial experience of the Subscriber's professional advisors (who are unaffiliated with and who are not compensated by the Company or any affiliate of the Company, directly or indirectly) has the capacity to protect the Subscriber's own interests in connection with the transaction contemplated hereby. The Subscriber hereby acknowledges that the offering has not been reviewed by the United States Securities and Exchange Commission (the "SEC") because of the Company's representations that this is intended to be exempt from the registration requirements of Section 5 of the Act. The Subscriber agrees that the Subscriber will not sell or otherwise transfer the Units unless they are registered under the Act or unless an exemption from such registration is available.

- 4.5 <u>Investment Intent</u>. The Subscriber understands that the Units have not been registered under the Act by reason of a claimed exemption under the provisions of the Act, which depends, in part, upon the Subscriber's investment intention. In this connection, the Subscriber hereby represents that the Subscriber is purchasing the Units for the Subscriber's own account for investment and not with a view toward the resale or distribution to others. The Subscriber, if an entity, was not formed for the purpose of purchasing the Units.
- 4.6 Restricted Units. The Subscriber understands that there currently is no public market for any of the Units and that even if there were, Rule 144 promulgated under the Act requires, among other conditions, a one-year holding period prior to the resale (in limited amounts) of securities acquired in a non-public offering without having to satisfy the registration requirements under the Act. The Subscriber understands and hereby acknowledges that the Company is under no obligation to register the Units under the Act or any state securities or "blue sky" laws. The Subscriber consents that the Company may, if it desires, permit the transfer of the Units out of the Subscriber's name only when the Subscriber's request for transfer is accompanied by an opinion of counsel reasonably satisfactory to the Company that neither the sale nor the proposed transfer results in a violation of the Act or any applicable state "blue sky" laws (collectively, the "Securities Laws"). The Subscriber agrees to hold the Company and its members, managers, officers, employees, controlling persons and agents and their respective heirs, representatives, successors and assigns harmless and to indemnify them against all liabilities, costs and expenses incurred by them as a result of any misrepresentation made by the Subscriber contained in this Agreement or any sale or distribution by the Subscriber in violation of the Securities Laws. The Subscriber understands and agrees that in addition to restrictions on transfer imposed by applicable Securities Laws, the transfer of the Units will be restricted by the terms of the Offering Documents.
- 4.7 Legends. The Subscriber consents to the placement of a legend on any certificate or other document evidencing the Units that such Units have not been registered under the Act or any state securities or "blue sky" laws and setting forth or referring to the restrictions on transferability and sale thereof contained in this Agreement. The Subscriber is aware that the Company will make a notation in its appropriate records with respect to the restrictions on the transferability of such Units and may place additional legends to such effect on Subscriber's unit certificate(s).
- 4.8 <u>Rejection</u>. The Subscriber understands that the Company will review this Agreement and that the Company reserves the unrestricted right to reject or limit any subscription and to close the offering to the Subscriber at any time.

- 4.9 Address. The Subscriber hereby represents that the address of the Subscriber furnished by the Subscriber on the signature page hereof is the Subscriber's principal residence if the Subscriber is an individual or its principal business address if it is a corporation or other entity.
- 4.10 <u>Authority</u>. The Subscriber represents that he, she or it has full power and authority (corporate, statutory and otherwise) to execute and deliver this Agreement and to purchase the Units. This Agreement constitutes the legal, valid and binding obligation of the Subscriber, enforceable against the Subscriber in accordance with its terms.
- 4.11 Entity. If the Subscriber is a corporation, company, trust, employee benefit plan, individual retirement account, Keogh Plan, or other tax-exempt entity, it is authorized and qualified to become an investor in the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.
- 4.12 Foreign Investors. If the Subscriber is not a United States citizen, such Subscriber hereby represents that he/she/it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Units or any use of this Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Units, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Units. Such Subscriber's subscription and payment for, and his, her or its continued beneficial ownership of the Units, will not violate any applicable securities or other laws of the Subscriber's jurisdiction.

#### Limitations on Transfer.

5.1 The Units are restricted as to transfer by the terms of the Operating Agreement and as set forth in this Agreement.

#### Miscellaneous.

- 6.1 <u>Survival of Representations and Warranties</u>. The warranties, representations and covenants of the Company contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the Closing for a period of one (1) year following the last Closing.
- 6.2 Governing Law. NOTWITHSTANDING THE PLACE WHERE THIS AGREEMENT MAY BE EXECUTED BY ANY OF THE PARTIES HERETO, THE PARTIES EXPRESSLY AGREE THAT ALL THE TERMS AND PROVISIONS HEREOF SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF WYOMING WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.
- 6.3 <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall

constitute one and the same instrument.

6.4 <u>Titles and Subtitles</u>. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

#### 6.5 Notices.

- (a) All notices, requests, demands and other communications under this Agreement or in connection herewith shall be given to or made upon the respective parties as follows: if to the Subscribers, to the addresses set forth on the signature page hereto, or, if to the Company, c/o Newport Land Group, LLC, 3333 Michelson Dr, Suite 500, Irvine CA 92612.
- (b) All notices, requests, demands and other communications given or made in accordance with the provisions of this Agreement shall be in writing, and shall be sent by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to be given or made when receipt is so confirmed.
- (c) Any party may, by written notice to the other, alter its address or respondent, and such notice shall be considered to have been given ten (10) days after the airmailing, telexing or telecopying thereof.

#### 6.6 Brokers.

- (a) Each Subscriber severally represents and warrants that it has not engaged, consented to or authorized any broker, finder or intermediary to act on its behalf, directly or indirectly, as a broker, finder or intermediary in connection with the transactions contemplated by this Agreement. Each Subscriber hereby severally agrees to indemnify and hold harmless the Company from and against all fees, commissions or other payments owing to any such person or firm acting on behalf of such Subscriber hereunder. The Company will pay finder's fees only in compliance with applicable law.
- (b) The Company agrees to indemnify and hold harmless the Subscribers from and against all fees, commissions or other payment owing by the Company to any other person or firm acting on behalf of the Company hereunder.
- 6.7 <u>Expenses</u>. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.
- 6.8 <u>Third Parties.</u> Nothing in this Agreement shall create or be deemed to create any rights in any person or entity not a party to this Agreement.
- 6.9 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a

particular instance and either retroactively or prospectively), only with the written consent of the Company and Subscribers holding a majority in interest of the Units purchased in the offering.

- 6.10 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.
- 6.11 Entire Agreement. This Agreement, the Offering Documents and the Prospective Investor Questionnaire constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all other written or oral agreements existing between the parties hereto are expressly canceled.

SIGNATURE PAGE FOLLOWS

| t to the second of the second | in the sum of \$ 750 000  |
|---|---|
| I hereby agree to make a cash contribution<br>(minimum purchase is \$100,000) as my initi<br>represents funds needed for the operations of the  | ial capital contribution to the Company, which  |
| SUBSCRIBER:   |   |
| Heartland Property Group 7. (Print or Type Name of Subscriber)  | ac  |
| 0011  |   |
| (Signature)   | (Second Signature, if subscribing jointly)  |
| Ones Out  |   |
| (Title of Signatory, if applicable)   | [If joint subscriber, manner in which Title is<br>to be held (e.g., Joint Tenants, Tenants in<br>Common)]   |
| Address: 13208 S. Ragsdale RK   | 7   |
| Telephone:  | 7.0   |
| Facsimile:  |   |
| Tax I.D.#: 9296   |   |
| interest hereunder has been provided to me, and receive answers from the Company to verify the I had access. I acknowledge that I am solely respond the Company, for my own analysis of the mer to this purchase and for my own analysis of the investment. I hereby acknowledge that the invest I have such knowledge and experience in finate evaluating the merits and risks of the investment to risk losing my entire investment.  | I appropriate for deciding whether to purchase the d, I have had an opportunity to ask questions and accuracy of the information supplied or to which consible for my own "due diligence" investigation its and risks of my own investment made pursuant the fairness and desirability of the terms of this timent is a speculative investment. I represent that notal business matters and that I am capable of contemplated hereunder and that I have the ability |
| This Subscription Agreement is agreed to  | o and accepted as of <u>6-25</u> , 2018.  |
| Rancho Del Mar, LLC,<br>A Wyoming limited liability company   |   |
| by: Newport Land Group, LLC its: Manager  |   |
| too   |   |
| Rod Kazazi, Manager   | -   |
| Newport Land Group, LLC   |   |
| Subscription Agreement (Rancho Del Mar, LLC)  | 8   |

## EXHIBIT A

RISK DISCLOSURES

The purchase of the Class A Units involves a high degree of risk to the prospective investor including certain risks relating to regulatory, operating, tax and investment matters. Prospective investors for Class A Units in the Company should give careful consideration to the following risk factors contained herein. An investment in the Company for a Class A Unit involves risk and is suitable only for persons of financial means who have no need for liquidity in investments and who can afford the possible loss of their entire investment. Prospective inventors should consult with their own professional advisor(s) to consider carefully the following factors, the Operating Agreement, and the Company.

#### Real Estate Risks

- 1. Risks of Real Estate in General. The risks and benefits of investment in real estate depend upon many factors over which the Company has little or no control, including, without limitation, (i) changes in the economic conditions in the country of Panama, in general, and in the area in which the Company's real property is located, which changes could give rise to a decrease in local demand, an increase in local supply of land, an increase in unemployment, a change in the characteristics of the area in which the real property is located, and restrictive governmental regulation, (ii) various uninsurable risks, (iii) increases in the costs in excess of the budgeted costs, and (iv) the continuing advance of certain provisions of the Panamanian and U.S federal tax laws.
- 2. Appeal of the Property. A major risk of developing any property is its appeal. The appeal to prospective tenants and/or buyers of any given property depends, among other things upon unpredictable public tastes and such appeal cannot be predicted in advance with any degree of certainty. While the experience and talent of the persons involved with a property generally improve the chances of any given development project achieving success there can be no assurance that any particular property will appeal to prospective buyers.
- 3. <u>Competition</u>. Another major risk is competition from other resort development properties. The Company expects to encounter competition from others in the area, and a certain number of competitors may be better capitalized and more established in the market. Furthermore, the investment in competing assets may have been materially lower than the Company's anticipated costs, thus permitting the competing owners to offer lower prices than those anticipated to be sought by the Company.
- 4. <u>Economic Uncertainties</u>. The success of the Company will depend upon certain factors, which are beyond the control of the manager, Newport Land Group, LLC (the "Manager") and cannot be predicted accurately at this time. Such factors include general and local economic conditions, US general economic conditions, increased competition, increased construction costs, changes in demand, and limitations, which may be imposed by government regulation. Prospective investors should also be aware that if the Company experiences liquidity constraints, the Members may find it prudent or necessary to fund deficits that are not funded from Company receipts and therefore made available to the Company to provide any required funds to meet such deficits in order to protect their investment. The Members, however, would not be under any legal obligation to pay such additional funds.
- 5. Reliance on Manager and Marketing Company for the Management and Success of the Project. The Company will be dependent upon the experience and expertise of the Company's manager, Newport Land Group, in Project business activities. Principals and team members of

Newport Land Group were instrumental in the success of The Reserve Belize project, in southern Belize. In the event the Manager cannot serve as manager of the Company for any reason, experienced management may not be readily available, and the Company may be negatively affected. The Company does not expect to obtain a "key man" life insurance policy for the principals of the Manager. In addition, Newport Land Group intends to retain the services of Buy International for the pivotal role of sales and marketing. Buy International was also instrumental in the marketing and success of The Reserve Belize project. In the event that Buy International cannot serve as marketing consultants to this project, experienced marketers may not be readily available.

- 6. <u>Uninsured Losses: Cost of Insurance</u>. Although the Manager will arrange for certain insurance coverage to the extent that doing so is reasonable, costs of insurance may escalate beyond those anticipated, or certain kinds of losses may be uninsurable or may exceed available coverage. In the event of an uninsured loss, Members may recognize a loss of all or a portion of investment.
- 7. <u>Financing Requirements</u>. The Company's investment in the Property may depend in part upon the successful future acquisition of debt financing secured by real property. There can be no assurance that such financing can be obtained given prevailing uncertainties in the real estate financing markets.
- 8. Environmental Hazards. If the Property contains or becomes contaminated with, toxic or hazardous substances, the value and the marketability of the Property will decrease and your investment may decrease. While the Manager will make reasonable investigations into whether the Property contains toxic or hazardous substances, these investigations will not guarantee that the Property is free of toxic or hazardous substances, nor can the Manager ensure that the Property will not become contaminated with toxic or hazardous substances subsequent to our investment.

#### Project Risks

9. <u>Property Demand</u>. Our financial projections are based on analysis of current demand and economic conditions. They also rely heavily on the Sponsor's experience with similar models at Sanctuary Belize. There is no guarantee that the same demand or economic conditions will exist at the time we start operating the Property or when we plan to refinance or sell the Property.

#### **Operating Risk**

- 10. <u>Profitability</u>. The Company is a newly formed entity, which will in turn wholly own its Panamanian subsidiary, both of which had no operations prior to this Offering. There can be no assurance that either company will operate profitably in the future.
- 11. <u>Likelihood of Success-Business Risks.</u> The likelihood of success of the Company must be considered in the light of the problems, expenses, difficulties, complications and delays frequently encountered in connection with the acquisition, improvement, and sale of real estate. There can be no assurance the Company will be able to acquire, improve, or sell real property, or that the Company will be able to achieve profitability.

- 12. Risk of Interpretation of Real Estate Documents and Agreements. There are certain risks in connection with any real estate acquisition resulting from the drafting and subsequent interpretation of mortgages, deeds, leases, purchase agreements, management contracts, etc. Any documents describing the Property or the legal relations thereto could be subject to various interpretations and potential disputes, especially since all contracts will be drafted and enforced in Spanish. Although a translation of all documents will be made and provided to the Manager and its US counsel, the Spanish version remains the official version and has the legal effect. While Manager has retained local Panamanian legal counsel who will review certain legal documents, it is impossible to prevent and be secured against such various differing interpretations.
- 13. <u>Risks of Real Estate Ownership.</u> Real estate is not readily marketable. It is fixed in location and is subject to adverse social and economic changes and uses, rising operating costs, construction-related deficiencies, vacancies and collection difficulties. Operating expenses may increase beyond the receivables obtainable by the Company or receivables may decline due to non-payment.
- 14. Results of Operations Possible Operating Deficits. Pursuant to this Offering, the Company is raising capital of \$10,000,000 payable in full upon subscription. It is not anticipated that the Company or the Project will require additional capital beyond that mentioned above, however, there is no assurance that these funds will be adequate. This Offering is based upon projected results, which may be greater than results obtained from actual operations. Actual results may differ adversely for a number of reasons; following the purchase, the Company may be subject to rising operating costs, government delays, and adverse economic and social events. These factors could also affect the operation of the Company. If operating income is substantially less than projected, and additional cash requirements are necessary and such funds are not provided by the Members or by outside financing, the Project could go into default and be foreclosed. (See "USES OF FUNDS".)

If additional capital is needed, the Manager may seek additional capital contributions from the Company, and the other Members, and then, if they fail to contribute sufficiently, the Manager expect to sell interests in the Company or the Property to new prospective investors or other investors, which would result in dilution of the interest of the existing Members. The Class B Member may loan funds to the Company from time to time on an interest only basis with principal payments deferred. Any such loans will bear interest at the rate of 10% per annum with interest accrued monthly in arrears. The Manager may also procure additional funds through loans from an affiliate or outside sources.

- 15. Dependence Upon Issuer. The Manager has full discretion in the management of the Property and in the management and control of the affairs of the Company, including the authority to sell less than all or substantially all of the Company's assets for whatever consideration it deems appropriate. Except upon the sale of all or substantially all of the Company's assets, the sale of such assets will not result in the dissolution of the Company. The sale of all or substantially all of the Company's interests will result in the dissolution of the Company. The success of the operations of the Company will be dependent in large measure on the judgment and ability of the Manager.
- 16. <u>Limited Transferability</u>. The Units have not been registered under the Securities Act of 1933, as amended (the "Act"), or under the securities laws of any state, but are being offered and sold in reliance upon exemptions from registration thereunder, including the exemptions from

federal registration contained in Section 4(A)(2) of the Act and/or Regulation D, Rule 506(b) promulgated thereunder. As a consequence of the restrictions on subsequent transfer imposed by these exemptions, the Units may not be subsequently sold, assigned, conveyed, pledged, hypothecated or otherwise transferred by the holder thereof, whether or not for consideration, except in compliance with the Act and applicable state securities laws. There will be no public market for the Units following termination of this Offering and it is not expected that a public market for the Units will ever develop.

- 17. Restriction on Transferability of Units. The Operating Agreement places restrictions on the transfer or assignment of the Units. Any Member who desires to transfer a Unit in the Company in accordance with the terms of the Operating Agreement will nevertheless be prohibited from transferring said Unit except in compliance with all applicable federal and state securities laws. Accordingly, prospective investors in the Company should be prepared to remain Members until the termination of the Company.
- 18. <u>Lack of Liquidity</u>. There is no present market for the Units, and no such market is anticipated. Further, there can be no assurance that a market for the Units will develop or, if such market develops that it will continue. Further, there are restrictions on transfer of the Unit in the event that a market develops for the Company's Units. Accordingly, an investment in the Units will not be liquid and there can be no assurance that the Units offered hereby can be resold at or near the Offering price and, in fact, purchasers of the Units may be unable to resell them for an indeterminate period of time.
- 19. <u>Management Decisions</u>. The Manager is vested with the exclusive authority as to the management and conduct of the business and affairs of the Company. The success of the Company depends, to a large extent, upon the management decisions made by the Manager.
- 20. No Business Appraisal of the Units. The Offering price per Unit was unilaterally and arbitrarily determined by the Manager based upon acquisition costs, estimated operating expenses, estimated fees to be paid and estimated offering expenses. However, the Manager believes the purchase price to be on competitive terms.
- 21. No Assurance of Return on Invested Capital. Any return to the Members on their capital contribution will be dependent upon the ability of the Manager. Such ability will be determined in part, upon economic factors and conditions beyond the control of the Manager.
- 22. Adequacy of Capital and Reserves. An adequate amount of capital is necessary for success of the Company. In the event there are cost overruns or delays, further capital may be necessary.

#### Special Risks of the Company Form and Class A Units

23. <u>Liability for Return of Capital Contribution</u>. Under Wyoming Law, which is applicable to the Company, any Member who receives a return of any portion of the capital contribution to the Company may be liable to Company for the amount of the returned portion of the capital contribution, plus interest only to the extent necessary to discharge the Company's liabilities to creditors who extended credit to the Company or whose claims arose during the period the returned portion or capital contribution was held by the Company.

- 24. No Right to Manage. A Member is not permitted to take any part in management or control of the business or affairs of the Company except as specifically provided for in the Operating Agreement. The Operating Agreement vests exclusive control and management of the Company in the Manager as a result which the Members have no right to participate in the management of the Company except for only those matters which are specifically reserved in the Operating Agreement to require a vote of the Members. Accordingly, the Company will be totally dependent on the Manager and its affiliates to manage the business of the Company. Accordingly, the success of the Company's business will depend in large upon the expertise of the Manager. Removal of the Manager is permitted only under certain limited conditions as set forth in the Operating Agreement.
- 25. <u>Limitation of Manager's Liability</u>. The Manager, its affiliates, its officers, shareholders, directors, employees, and agents will not be liable to any Member, and the Company will indemnify the foregoing against any and all liabilities, or damages, including attorney fees incurred by them by virtue of the performance any of them of the duties of the Manager acting as Manager in connection with Company's business, so long as such person acted within the scope of its, his, or her authority and in good faith on behalf of the Company, but only if such course of conduct does constitute gross negligence, fraud, and/or willful or intentional misconduct. Under the terms of the Operating Agreement, the Manager, its affiliates, and its officers, shareholders, directors, employees and agents will not be liable for any loss or damage to Company property caused by any occurrence beyond the control of the Manager. A Member may have a limited right of action against the Manager than would be available absent indemnification provisions contained in the Operating Agreement.
- 26. Securities Law Compliance. This Offering has not been registered under the Securities Act of 1933, as amended, in reliance on the exceptive provisions of Section 4(A)(2) of the Act and Regulation D, 506B promulgated thereunder. Similar reliance has been placed on exemptions from securities registration requirements under various state securities laws. There is no assurance that the offering presently qualifies or will continue to qualify under such exceptive provisions due to, other things, the adequacy of disclosure, the manner of distribution of the offering, the existence of similar offerings conducted by the Company, or the retroactive change of any securities or regulations. If suits for rescission are brought against the Company under the Act or laws, both capital and assets of the Company could be adversely affected. Further expenditures of Company time and capital in defending an action by investors, the Securities Exchange Commission, or state regulators, even if the Company is ultimately exonerated, adversely affect the Company's ability to profitably develop the Property.

#### Tax Risks

27. General. A summary of Federal income tax provisions is included in this Memorandum. No representation or warranty of any kind is made by the Manager, the Company, counsel to the Manager or the Company with respect to any tax consequences relating to the Company, or the allocation of taxable income or loss set forth in this Memorandum or the Operating Agreement and each Prospective Investor should seek his own tax advice concerning the purchase of an Interest.

28. Suitability of the Investment to the Investor. It is expected that the Company will produce taxable income to its Members. Because of the 1986 Reform Act, in the event taxable loss is produced by the Company in any year, such loss will be available to a Member only to the extent of the Member's passive income from other sources. Unutilized tax losses may be carried forward into subsequent years to offset future passive income or offset taxable gain upon disposition of the Company's assets.

#### Federal Income Tax Risks.

Necessity of Obtaining Professional Advice. THERE IS NO GENERAL EXPLANATION OF THE FEDERAL INCOME TAX ASPECTS OF INVESTMENT IN THE COMPANY CONTAINED IN THIS MEMORANDUM, AND ACCORDINGLY, EACH PROSPECTIVE INVESTOR IS URGED TO CONSULT SUCH PROSPECTIVE INVESTOR'S OWN TAX INVESTMENT AND LEGAL ADVISORS WITH RESPECT TO SUCH MATTERS AND WITH RESPECT TO THE ADVISABILITY OF INVESTING IN THE COMPANY. The income tax consequences of an investment in the Company are complex, subject to varying interpretations, and may vary significantly between Members depending upon such personal factors such as sources of income, investment portfolios and other tax considerations. A Prospective Investor should consider with his professional advisors the tax effects of his becoming a Class A Member. Each Prospective Investor should, at his own expense, retain, consult with and rely on his own advisors with respect to the tax effects of his investment in the Company. In addition to considering the federal income tax consequences, each Prospective Investor should also consider with his own advisors the state and local tax consequences of an investment in the Company.

No representations are made as to any federal, state or local tax consequences resulting from an investment in the Company, and no assurances are given that any deduction or other federal income tax benefits will be available to Members in the Company in the current or future years.

- ii Company Tax Status. Although the Manager believes that the Company will be treated as a partnership for federal income tax purposes, such treatment cannot be assured. If the Company were to be classified as an association taxable as a corporation, the tax status of the Company and the Members would be adversely affected, and any tax benefits expected from an investment in the Company would be lost.
- iii Tax Law Changes. The existence and amount of particular credits and deductions, if any, claimed by the Company may depend upon various determinations and allocations, characterizations of payments, and other matters which are subject to potential controversy on factual as well as legal grounds. Changes in the Code and official interpretations thereof after the date of this Memorandum may eliminate or reduce any perceived tax benefits from an investment in the Units. There can be no assurance that regulations having an adverse effect on the Members will not be issued in the future and enforced by the courts. Any modification or change in the Code or the regulations promulgated thereunder, or any judicial decision, could be applied retroactively to any investment in the Company. In view of this uncertainty, Prospective Investors are urged to consider ongoing developments in this area and consult their advisors concerning the

effects of such developments on an investment in the Company in light of their own personal tax situations.

- iv Absence of Ruling or Opinion. The Company will not seek a ruling from the IRS or an opinion of counsel with respect to any tax matters described in this Memorandum.
- v Passive Activity Loss Rules. Under the Tax Reform Act of 1986, non-corporate taxpayers may use losses from passive activities only to offset taxable income from other passive activities. Passive activity income includes income from investments in a trade or business in which the taxpayer does not materially participate, other than "portfolio income" such as interest, dividends, royalties and gain from the sale of property producing portfolio income. It is unlikely that a Member's share of any losses will constitute losses from a passive activity. However, in the event a Member's share of any losses does constitute losses from a passive activity then, to the extent that a Member's share of losses has not been deducted against passive activity income, it may be deducted against any type of income upon a taxable disposition of the Member's entire interest in the Company (subject to any other restrictions in the Code).
- vi Disallowance and Reallocation. The Company will claim all deductions for federal income tax purposes that the Manager believes the Company is entitled to claim. However, there can be no assurance that such deductions, or the allocation of such deductions to the Member, will not be contested or disallowed. Any challenge or disallowance may be raised in connection with the tax returns filed by the Company or any Member. The costs of any administrative or legal proceedings regarding any such challenge or disallowance, if raised in connection with the tax returns filed by a Member, will be borne solely by the affected Member. If the IRS contests the deductibility of some or any of the items of expense of which deductions are to be claimed, such a contest could result in the disallowance of some or all of the tax benefits to the Members. Furthermore, other audit adjustments may affect both the timing and the tax benefits available.

Under Section 704(a) of the Code, allocations of income, gain, loss, deduction, or credit among partners pursuant to the provisions of a written partnership agreement will be respected, so long as such allocations have substantial economic effect. If the allocations under the Operating Agreement were deemed not to have substantial economic effect or were deemed not to be in accordance with the Member's interest in the Company, partnership tax treatment could be denied.

vii Distributions. Cash distributions by a partnership to its partners are taxable only to the extent the amount of such a distribution exceeds the partner's tax basis for his interest in the partnership, or to the extent a distribution causes a recapture of losses under the Code. It is possible for a partner to have income reported on his federal income tax return although no cash (or cash in an amount less than is reported as income) is distributed to him. It is also possible for a partner to have a loss reported on his federal income tax return, even though cash is distributed to him (which will be treated as a reduction of his tax basis for his interests). If a major capital transaction should occur with respect to the Company, a Member will be deemed, for tax purposes, to have received a distribution of money in the amount of his share of any debt of the Company that is assumed or canceled. The tax upon income allocated to the Members could exceed cash flow and net sale

proceeds distributed to the Members and, to the extent of the excess, the payment of such taxes will be out-of-pocket expenses of the Members.

- viii Deductibility of Fees. The deductibility of fees, if any, to be paid by the Company to the Manager, its affiliates and others may be subject to challenge and disallowance, in whole or in part, on the ground that such fees: (i) are not reasonable in amount for the services performed; (ii) constitute non-deductible syndication costs; (iii) must be amortized over longer periods of time than contemplated by the Company or are deductible only upon dissolution of Company income. If all or a portion of any fees were disallowed as current deduction, a Member's tax losses would be reduced in the years in which such deductions were disallowed.
- ix Risk of Audit. Information returns filed by the Company are subject to audit by the IRS. An audit of the Company's returns may lead to adjustments of a Member's return with respect to items other than those relating to the Member's investment in the Company, the costs of which would be borne by the affected Members.

The tax treatment of items of partnership income, loss, deductions, and credits is determined at the partnership level in a unified partnership proceeding, and the Manager, as the "tax matters Member" of the Company, may, under certain circumstances, represent and bind all of the Members. Any adjustment made to the Company's or a Member's return could result in the affected Members being subject to an imposition of interest, additional taxes and penalties.

- x Profit Motive. The IRS has advised its agents to examine certain partnership tax returns to determine the partnership's profit motive. A partnership lacking a profit motive may not deduct expenses in excess of revenues (except for interest and state and local taxes). If the operation of the Company is deemed to be an activity not engaged in for profit, or should any Member be found not to have the requisite profit motive, the tax benefits of an investment in the Company would be substantially reduced. The Manager believes that the Company has a significant profit motive.
- xi "At-Risk" Rules. Partners in a partnership are subject to Section 465 of the Code, and the rules and regulations promulgated thereunder, limiting the partner's share of an otherwise deductible loss to the total amount of the partner's investment. A limited partner may not include any partnership liability in determining his or her "at-risk" limitation.
- 30. Controlled Foreign Corporation. Sponsors will form a Panamanian Corporation that shall be 100% owned and controlled by the Company. Although the Manager believes that the Company will be treated as a Controlled Foreign Corporation for federal income tax purposes, such treatment cannot be assured. If the Company were to be classified as a Controlled Foreign Corporation, then Members may have certain annual tax filings with the IRS, Department of the Treasury, and other governmental agencies. Failure to make these filings, could result in extreme penalties (as much as \$10,000 per violation, per year). PLEASE CONSULT WITH YOUR TAX PROFESSIONALS TO DETERMINE WHETHER YOU ARE REQUIRED TO MAKE THESE FILINGS AND, IF SO, TO ENSURE THESE FILINGS ARE MADE ON A TIMELY BASIS.

CONSULT YOUR OWN ATTORNEY, ACCOUNTANT AND/OR FINANCIAL CONSULTANT FOR AN EVALUATION OF THE MERIT OF AND THE RISK INHERENT IN THIS INVESTMENT. EACH PROSPECTIVE INVESTOR IS RESPONSIBLE FOR ANY FEES OR CHARGES INCURRED IN CONNECTION WITH SUCH AN EVALUATION.

## **DECLARATION OF DAVID HEIMAN**

- I, David Heiman, declare as follows:
- 1. I am an individual over the age of eighteen. I make this declaration in support of the Ex Parte Application for a Right to Attach Order and Writ of Attachment or In the Alternative, Temporary Protective Order, in the above-captioned case. I make this declaration based on my own personal knowledge. If called as a witness, I could and would testify competently as to the facts contained below.
- I am the President and 50% stakeholder of plaintiff Heartland Property Group, Inc.
   ("Heartland") My wife, Lisa Heiman, is also a 50% stakeholder of Heartland.
- 3. In the first quarter of 2018, Michael Santos told me about a new real estate development project located in Costa Rica. On information and belief, Mr. Santos met with Rod Kazazi and his business associate Andris Pukke regarding the project. At the time, they were exploring property in Costa Rica. The name of the property was Rancho Del Mar. I understand the property was described as 1,600 acres with three miles of coastline. Kazai and Pukke intended to create a master plan that would include amenities and 1,500 home sites. The project was to be branded "Rancho Del Mar." The website for the development is located at http://www.ranchodelmarcostarica.com.
- 4. On information and belief, Messrs. Kazazi and Pukke informed Mr. Santos that they wished to raise \$10 million in capital from investors. I have invested in properties before and have the knowledge necessary to conduct due diligence on such an endeavor. As part of the due diligence that Mr. Santos undertook for himself and others, he spoke or visited with several sophisticated investors who informed him that they were satisfied and pleased with their prior real estate investments in development projects with Mr. Kazazi.
- Mr. Santos acted as an information liaison between the investors and the development team and provided me with the information that I received about the development.
- 6. After reviewing the financial prospectus, conducting my own due diligence, speaking with Mr. Santos, Mr. Kazazi and Mr. Pukke, and speaking and/or visiting with other investors, my wife and I agreed to have Heartland invest \$750,000 in the Rancho Del Mar project. Along with

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27 28 other investors, Heartland became part of the Class A investors in Rancho Del Mar, LLC.

- 7. On July 17, 2018, I caused Heartland to initiate a wire transfer in the amount of \$750,000 payable to Newport Land Group. Attached as Exhibit NN is a true and correct copy of the wire transfer confirmation.
- 8. It is my understanding that between August and November 3, 2018, the seller of the Rancho Del Mar property was making unreasonable demands in connection with the purchase and sale of the 1,600 acres, which delayed the closing of escrow. I further understand that all the funds, both those invested by Heartland and those invested by the other investors, are secure in the Bank of America account for Newport Land Group.
- 9. On or about November 8, 2018, I learned of the existence of an action filed by the Federal Trade Commission in the District Court of Maryland against various entities and Mr. Pukke. The FTC Complaint arises from development projects in Belize that are not related in any way to the Costa Rica Rancho Del Mar project. Newport Land Group is not mentioned in the FTC Complaint. Nevertheless, it is my understanding that Mr. Kazazi and Mr. Pukke have informed Mr. Santos that, as a result of the FTC Complaint, Newport Land Group will not accept any further monies from any investors, will not close on the Rancho Del Mar project in Costa Rica and will comply with a Court order to return monies to its investors. I am informed and believe that the \$3,350,000 of funds provided by the investors (including the \$750,000 Heartland provided) are safe and secure and in the bank account for Newport Land Group ending in 8982 at Bank of America.
- 10. I understand that Mr. Santos spoke with the Managing Member of Newport Land Group, Mr. Pukke, who has informed him that Newport Land Group will not oppose the provisional relief sought in this Application seeking the return of the investment monies to the Plaintiff investors. Out of an abundance of caution, however, Newport Land Group will only return the monies after the Court enters an appropriate order. Similarly, Newport Land Group is unlikely to appear and/or oppose the entry of a judgment that would permit the Plaintiff investors to be made whole.
  - Newport Land Group is essentially insolvent in that it has no assets other than the 11.

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monies currently on hand (which are owed to the Plaintiff investors). There is no bona fide dispute as to the amounts owed to me or to the other investors. However, Newport Land Group has not paid over the monies and has not used those monies to satisfy the debt. Despite a demand that Newport Land Group return the monies, it is unwilling to do so absent a court order. A true and correct copy of the demand I sent to Newport Land Group is attached hereto as Exhibit OO. I received no response to date. If the monies are not attached, held, frozen or deposited into a Court escrow, then the monies may be at risk for a disposition that would be contrary to the interests of the Plaintiff investors, to the detriment of the valid, legitimate and bona fide claims and impede my ability to collect these monies later.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I executed this Declaration in Lone Jack, Missouri on November 15, 2018.

David Heiman

Andris Pukke[ekkup@msn.com]; Rod Kazazi Eco-Futures[rod@eco-futures.com] To:

From: Michael Santos[/O+5XCHANGEJABS/OUDEXCHANGE ADMINISTRATIVE/GROUP Page 359 of 405 (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=5E0961C968624399B4A612E12B265392-MICHAEL\_1F5] From:

Sat 6/23/2018 12:20:58 AM (UTC) Sent:

Follow up to conversation with David Heiman Subject:

Hi,

I just finished a long conversation with David Heiman. I was taking notes as we spoke because I knew you would want details.

Today David and Jason Walker met to go over the investment. After the meeting, Jason insisted on sending the LLC document to a lawyer that "has experience with these types of offerings," he said. David confirmed that he likes and trusts everyone on the team, but they want a legal opinion and they want to wait for the lawyer's response before funding.

In my experience, I said, lawyers kill deals because there wasn't any upside for them to approve deals. He said that he trusts Jason's judgment, and Jason trusts the lawyer.

David confirmed that he has \$750,000 to invest and Jason said he has \$150,000 to invest.

But they also had questions and wanted me to get a response. I told him to submit his questions in writing. He said that he would submit his questions in writing after he had heard back from the lawyer.

I asked him to talk with me about the questions he and Jason had. The following will reveal what we can expect to receive from David when he hears back from the lawyer:

David asked how much I've raised. I told him that I have a personal total \$1.7 million. With the other people who have pledged money, I expected to raise a total of between \$4 and \$5 million. From that information, he asked the following questions:

- 1. The land price is \$13 million. If I only raise \$5 million, and the developer uses the \$5 million to acquire the land, the seller will carry a note on the remaining \$8 million. What protection will Class A investors have with regard to their equity? If the developer didn't come through, the seller could foreclose and we wouldn't have any recourse.
  - a. My response was that I am willing to take the risk because I know the depth and breadth of the development team. If anything should happen to one person, there is a deep bench of people who could carry the project through to completion. I would participate on that team.
- 2. He then asked: What if some calamity happened, like an airplane crash that killed everyone? How would we pay off the seller? What protection would Class A investors have?
  - a. I responded that we would have our equity in the LLC.
- 3. He then responded: As Class A shareholders, we only own 15% of the LLC. How does that minority position protect us from a potential default that could lead the seller to foreclose on the land? Since Class A investors put up the initial capital, shouldn't Class A investors have some stake in the land that protects their interest?
  - a. At the end of the day, I said, I'm investing because I trust the team and because I'll stay on as a part of the team. But I told him I would pass along his concerns. He assured me that he too likes and trust the team, but he needs to play devil's advocate.
  - b. He said he's concerned that a 15% equity stake would be too small of a share for Class A investors to recuperate from any type of loss. He said that both he and Jason would prefer to have an equity stake in the land, at least until he recuperated his money. I told him I would pass his concerns along, but I said that the developer is turning down money from investors that he doesn't like, and I didn't think there was any chance of us getting any type of "guarantee." PXA 20 at 1

- 4. He interpreted the prospectus to read that the investors who put up the capital would recuperate their money seferile the deal of the deal. In the LLC documents, he said that he saw something different. The LLC docs show that Class A investors receive 50% of distributions of net income, and the developer receives 50% of net income. That was different from what the prospectus pledged, he said.
  - a. I explained that the prospectus pledged a "preferred" return, not a total return. We owned 15% of the equity in the development, but we'd be getting the preferred return of 50% of net income. That's what I understood from the prospectus. And the projections were that we'd earn more than a 5x return overall.
- 5. He said a "net income" could mean anything, because a lot of expenses could be built into financials that would limit distributions.
  - a. I responded that this all involves trust, and at the end of the day, I trust the team. We've seen what they did in Belize, and we can be confident that they'll succeed in Costa Rica.
- 6. He responded that the prospectus contradicts the LLC documents, because from the prospectus, he thought the original investors would get their money back before the developer.
  - a. I explained that the developers were investors, too. Without their expertise, we would not know about the land, we would not have the expertise to extract value from the land, and we would not be able to generate sales of the lots.

At the end of the conversation, David said he still likes the deal very much. But both he and Jason want to get a legal opinion. He said that he would write out his questions after he hears back from the lawyer. I told him that we're still hoping to close and we didn't have a lot of time. David said that if the lawyer okays everything, and he gets answers to his questions from the developer—and not from me—he will be ready to fund within two weeks. Jason's money is in an IRA and it will be ready as soon as they're in agreement.

I told him I would wait to receive his written questions before I spoke with the team. He said that I would have them by this time next week.

My assessment: He's still moving forward, but it's another unanticipated development from someone I had down as being rock solid.

Jamie Teng Cc:

Rod Kazazi (spi @gpadeye) Popular Document 1053-1 Filed 10/01/20 Page 361 of 405 Michael Santos[michael@michaelsantos.com] To:

From:

Mon 8/13/2018 5:41:11 PM (UTC) Sent:

Re: July 30 Investment / Loan with Newport Land Group Subject:

### Good Morning Rod,

You were in Costa Rica when Jamie Teng brought his family to our office to meet with Andi and Brandi. Together, the family invested \$400,000 into the Rancho Del Mar, Costa Rica project, with Newport Land Group, LLC.

My understanding is that all of the funds have been received into the Newport Land Group bank account.

Jamie asked that I provide him with signed copies of the LLC papers. I told him you had been out of the country, but that you would return the signed documents soon. For your convenience, I'm including the attachments with this email.

The entire \$400,000 will be part of an equity investment—not a loan.

Please sign the documents and return them to Jamie, who is included on this email thread.

Thanks.

Michael Santos

On Aug 2, 2018, at 11:22 PM, Reach Seniors < > wrote:

Hi Michael

Here are the signed LLC forms. Please returned back once it is signed by Newport Land Group, Rod Kazazi.

Thank you very much,

Jamie Teng and Family

- 1. QUAN LIN LLC.pdf.
- 2. JAMIE TENG LLC.pdf.
- 3. ALFONSO KOLB JR LLC.pdf
- 4. CLARISSA TENGONCIANG LLC.pdf
- 5. ALLAN PRIJOLES LLC.pdf.

On Wed, Jul 18, 2018 at 6:53 AM, Michael Santos <michael@michaelsantos.com> wrote:

Good Morning Jamie and Rod,

I'm writing this email to introduce the two of you and to confirm what I have discussed with each of you regarding Newport Land Group and the Rancho Del Mar, Costa Rica real estate development project.

Jamie Teng is the contact person for a family group that operates a successful business in a property that I own in Riverside. (The investor / lender)

Rod Kazazi is the Chief Operating Officer for Newport Land Group and Eco-Futures Development (The Developer). The developer has agreed to receive the combination of an investment / loan of \$400,000 on July 30, 2018.

Jamie and his family have scheduled an appointment to meet with Rod to confirm details on Monday, July 30, 2018, at 1:00 pm. Rod's office is in the Traveler's Building at the following location:

Newport Land Group **PXA21** at 1 3333 Michelson Drive

Fift@asoo1:18-cv-03309-PJM Document 1053-1 Filed 10/01/20 Page 362 of 405

Irvine, CA 92612

The purpose of the meeting is to complete a combination of a \$200,000 investment in Class A shares in the Rancho Del Mar, Costa Rica Project, and a \$200,000 loan at 7.5% to the Newport Land Group.

### Loan of \$200,000 to Newport Land Group:

The terms of the loan follow:

Loan amount: \$200,000 Term of loan: Five years Funding date: July 30, 2018

o Interest rate: 7.5%

o Total monthly principle/interest payment: \$4,007

o Expected first principle/interest payment due: August 30, 2018

The Developer will provide the Lenders with a note that confirms terms of the \$200,000 loan.

### Investment of \$200,000 in Rancho Del Mar, Costa Rica, LLC:

I am including a subscription agreement to the Rancho Del Mar investment for all Class A shareholders. Jamie and his family will complete the documents and bring signed copies of the subscription agreement to the meeting with Rod, reflecting an investment of \$200,000 in Class A shares.

I am confirming my confidence in Rod Kazazi and The Newport Land Group with my personal investment of at least \$1.4 million in Class A shares into the Rancho Del Mar, Costa Rica real estate development project.

Consistent with the prospectus that I attach, I forecast the following return on investment:

- Class A shareholders will earn a return on investment in excess of 5.3x over the life of the investment.
- By 2023, the developer will return 100% of the capital that each Class A shareholder invested into the Rancho Del Mar, Costa Rica development.
- Over the subsequent 15 years, the developer will authorize quarterly distributions to all Class A shareholders.
- Based on projections, a \$200,000 investment of Class A shares would yield a total return that exceeds \$1,000,000 over the life of the investment.

In addition to investing my own capital, and bringing my family members into the investment as Class A shareholders, I am also investing my time to contribute to the development's progress. Since I am investing alongside all Class A shareholders, I pledge to keep Jamie and his family apprised of the progress of the Rancho Del Mar, Costa Rica investment with quarterly reports that detail progress of the real estate development.

Thanks, Michael Santos Cell: 949-520-0236

| • <u>Link to Financial Prospectus of Rancho Del Mar, Costa Rica</u><br>Case 1:18-cv-03309-PJM Document 1053-1 Filed 10/01/20 Page 363 | of 405 |
|---|--------|
| • Link to website for Rancho Del Mar, Costa Rica  |        |
|   |        |
|   |        |
|   |        |
| On Jul 1, 2018, at 12:39 PM, Michael Santos < michael@michaelsantos.com > wrote:  |        |
| <riverside_options.xlsx></riverside_options.xlsx>   |        |
|   |        |

Jamie Teng
Riverside Elite Advantage Care Home (LLC)

### Case 1:18-cv-03309-PJM Document 1053-1 Filed 10/01/20 Page 364 of 405

From: Michael Santos michael@michaelsantos.com @ Subject: Legal Fees for all Class A investors

bject: Legal Fees for all Class A investors Date: December 19, 2018 at 7:47 AM

To: Michael Santos michael@michaelsantos.com

Chan Martin

Chan Martin

Chan Martin

Darren Christian | Darren Christian |

Geoff Richstone | Julie Santos | Tim Uf-kis |

Chan Martin

Danny Martin

David and Lisa Heiman david@regencyhomesilc.com,

Jack Lin

Jack Lin

Jack Lin

Jack Lin

Carole Santos

Good morning all Class A investors:

I'm writing to give you an update on lawyer fees. As of today, David Heiman and I have covered the cost of this litigation. We are hopeful that we can pay for these fees on a pro-rata basis in accordance with the following schedule:

- Michael Santos: \$2,000,000 (59.71%—I accept full responsibility for the Class A investors that I brought into this debacle.
  To the extent that I'm able, I will fund the legal costs associated with recuperating their investment because they never visited Belize or Costa Rica, but rather invested in me. I invested \$1.4 million, and the others in my group invested a combined total of \$600,000. I hope that they will always find me worthy of the trust that they placed in me.)
- David Heiman: \$750,000 (22.39%)
- Darren Christian: \$600,000 (17.91%)

When we retained counsel, I sent \$30,000 to Cris Armenta. David Heiman sent \$15,000 to Jodi Newberry.

- Last night my attorney requested that I send an additional \$40,000 in retainer funds. This retainer, she projected, would
  carry me through the end of February. She broke down the anticipated amounts of time it would take for her to complete
  the work, including a trip to Maryland for a hearing.
- David Heiman said that Jodi requested an additional \$30,000 to represent the other Class A investors.

This brings the total legal costs to \$115,000.

If we appropriate those \$115,000 in legal costs on a pro-rata basis, we can see where we stand from the table below. I am sending the \$40,000 that my lawyer requested today. David Heiman, Darren Christian, and I have scheduled a conference call for tomorrow to discuss the additional \$30,000 that Jodi requires to represent the other Class A investors.

I wanted everyone to know that we're doing everything possible to recoup our money. As of now, it appears that we have a longer and more expensive process. The government is unjustly trying to take our money, or saying they need to investigate further-which comes at a very hight cost in terms of legal expense, and time for us.

If the FTC does not release our money within 30 days, our lawyers will file a motion in the federal court in Maryland. We should anticipate that the soonest our money will come back would be the end of March. I am hopeful that our lawyers persuade the FTC of this gross injustice and the hardship it is causing to all Class A investors.

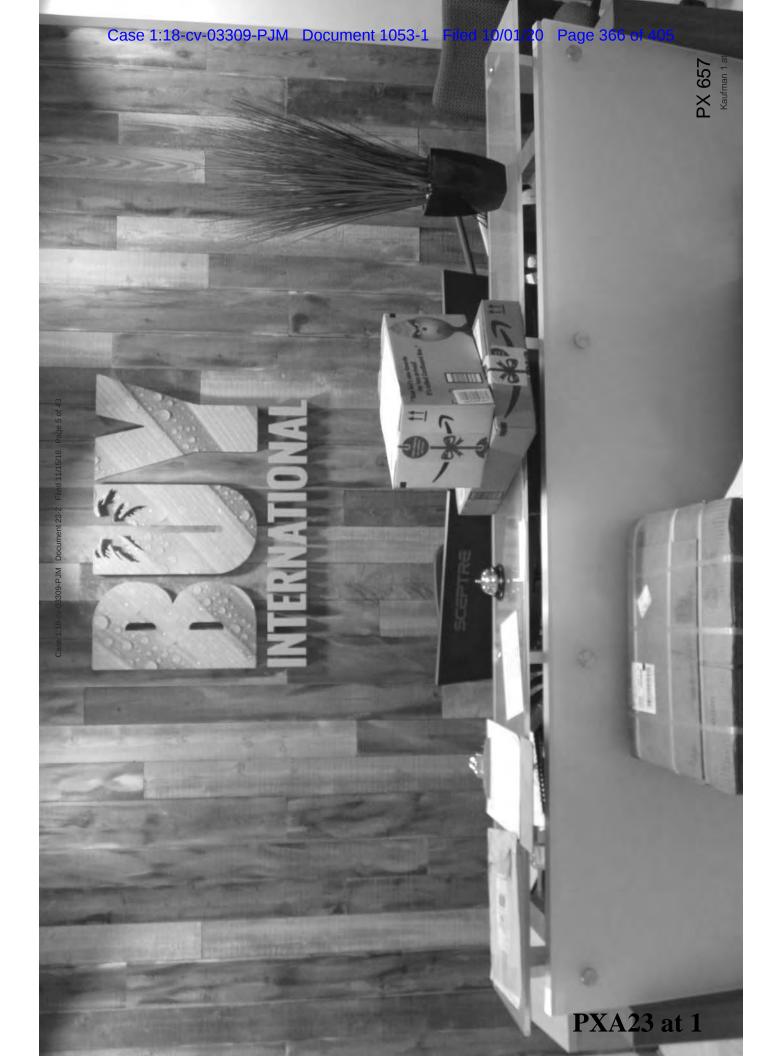
I will keep you in the loop.

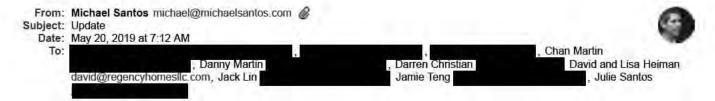
Sincerely, Michael Santos

| Investor         | Amount      | Percentage | Total Lawyer<br>Bill as of<br>12/19 | Lawyer<br>Payment<br>11/9, #1 | Lawyer<br>Payment<br>12/19, #2 | ProRata<br>Credit |
|------------------|-------------|------------|-------------------------------------|-------------------------------|--------------------------------|-------------------|
| Michael          | \$2,000,000 | 59.70%     | \$ 68,656.72                        | \$30,000.00                   | \$40,000.00                    | \$1,343.28        |
| David            | \$750,000   | 22.39%     | \$ 25,746.27                        | \$15,000.00                   | \$ -                           | -\$10,746.27      |
| Darren           | \$600,000   | 17.91%     | \$ 20,597.01                        | \$0.00                        |                                | -\$20,597.01      |
| Total Investment | \$3,350,000 | 100.00%    | \$ 115,000.00                       | \$45,000.00                   | \$ 40,000.00                   |                   |



Attorneys.xlsx





Good morning all Class A Investors in Newport Land Group:

As I believe that I have communicated to all of you, I have filed a motion with the Court to remove my attorneys so that I would be able to represent myself. I am still trying to settle with the FTC, but the FTC has not yet settled. The offer I asked my attorneys to make follows:

1. I will forfeit the \$1.4 million that I invested in the Rancho Del Mar project if the FTC agrees to release its freeze on all of the other Class A investor funds and also agrees to release its freeze on the real estate that I own in California.

The FTC has not yet responded to my offer to settle. But the FTC Receiver is now trying to get control of the \$3.35 million that Class A investor put into the Newport Land Group investment. All Class A investors deposited funds into a Newport Land Group Bank of America account ending in 8924.

Newport Land Group had a separate Bank of America Account ending in 0794. According to documents the Receiver filed with the Court, the developer's other companies deposited funds into the 0794 account.

The Receiver is arguing that The Court should release all of the Newport Land Group funds and allow the Receiver to use that money, because some of the NLG funds belonged to the developer. I am not a lawyer and I cannot advise anyone what to do. But I am drafting documents for you to consider. I suggest that you use those documents as a guide. If they are accurate, perhaps you will want to use them to file your opposition motion to what the FTC is requesting.

Later today, I will send you the drafts that I created for your review. For now, I am including a list of all of the contact people at the Court, the FTC, and all of the attorneys involved in the case. When I file anything, I must send copies to everyone.

You will all hear from me later today, once I finish drafting the documents that you may use as a sample.

Thanks, Michael

--

### Michael Santos

Business Cell: 949-520-0236 URL: <u>MichaelSantos.com</u>

Linked In: https://www.linkedin.com/in/santosmindset/



Email Addresses from th ...C.docx

### Hello Class A Investors,

I am writing to give you an update on my meeting with the FTC. I arrived in Washington DC last Sunday, on February 17. I had to work with my attorneys extensively to prepare for a meeting on Friday, February 22. The purpose of the meeting was to reach a settlement.

In that settlement meeting, my goal was to end the litigation. Since I am a defendant, the FTC tells me that it does not have to show a connection between the money I invested and Belize. It can seize my assets simply because I am a defendant. My attorneys tell me that I could litigate this issue in court, but I do not have the capital to litigate.

I agreed to release my claim on \$1.4 million that I invested. In exchange, I am striving to accomplish two goals:

- 1. Preserve my remaining assets, and
- 2. Return capital for the other Class A investors

Following the two-hour meeting this past Friday, the attorney representing the FTC told me she would consider my request with the members of the other FTC decision makers. I expect to receive a decision by mid March.

I asked her about the other Class A investors. She told me that each Class A investor should communicate directly with the attorney for the receiver. Contact information for the receiver's attorney

### follows:

Gary Caris, counsel for the receiver: 424-363-2920; gcaris@btlaw.com.

Since I am fighting very hard to settle with the FTC, agreeing to give up \$1.4 million that I intended to invest in Rancho Del Mar Costa Rica, it's very important that I do not overstep my bounds. And of course I am not an attorney, so no one should misconstrue anything I am suggesting as offering legal advice. I am only reporting what I heard from the attorney representing the FTC. Based on what she told me, you may consider contacting Gary Caris at the email or phone number above. You may consider expressing sentiments such as:

Dear Mr. Caris,

My name is (your name). I became a Class A investor in the Rancho Del Mar, Costa Rica project by purchasing shares from Newport Land Group. I made a total investment of (insert amount).

Newport Land Group memorialized my investment in its Subscription Agreement and Operating Agreement and with the financial prospectus.

I now know that the FTC has made Newport Land Group a defendant in its action known as Ecological Fox.

I am requesting the return of my investment funds. I did not have anything to do with allegations stated in the FTC's lawsuit. I intended my investment to go into the Rancho Del Mar, Costa Rica development, and not into Belize at all.

Since I know that the FTC and receiver stands to protect consumers, I am asking for the return of my investment funds. Those funds are part of my retirement and I need to put those funds to work.

Michael Santos told me that he met with the FTC attorney, Amanda Kostner. He told me that his understanding after speking with Ms. Kostner was that all Class A investors should contact you to request what process we must undergo to get the return of our funds.

Please advise how I should proceed. Please let me know what I can expect going forward with regard to a timeline.

Thank you for your guidance.

Sincerely,
Name
Contact information

I hope this is helpful. When I receive more news regarding my attempts to settle, I will give you an update. It is my hope that by sacrificing my \$1.4 million, the FTC and receiver will return your money.

I look forward to talking with you and giving you an update after I have more information. Right now I am still trying to figure out how this all could have happened, and what I must do to recover from this devastating financial reversal that has cost us all so much.

I expect to remain on the East Coast until this is resolved. As I am

sure it has with each of you, this set back has taken an enormous toll on my family.

Sincerely, Michael

--

### Michael Santos

Business Cell: 949-520-0236 URL: <u>MichaelSantos.com</u>

Linked In: <a href="https://www.linkedin.com/in/santosmindset/">https://www.linkedin.com/in/santosmindset/</a>

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To: Rod Kazazi[rod@gpadevelopers.com]; Brandi Greenfield[brandi@thereservebelize.com]

From: Andy Dixon[ad@aretecpa.com]
Sent: Thur 4/12/2018 8:16:33 PM (UTC)

Subject: RE: Newport Land Group

Hi Rod,

It is a C corp, so it does not impact your tax returns. I am extending. The \$750K should be a loan not income. I am extending as I am very behind.

Sincerely,

**Andy Dixon** 

Arete Advisors 8875 Research Drive Irvine, California 92618

Direct: (949) 200-3299 Fax: (949) 203-3011

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From: Rod Kazazi [mailto:rod@gpadevelopers.com]

Sent: Monday, April 09, 2018 1:10 PM

To: Andy Dixon <ad@aretecpa.com>; Brandi Greenfield <brandi@thereservebelize.com>

Subject: Re: Newport Land Group

Hi Andy,

Brandi mentioned you need the information regarding the principals of NLG and how to address the \$750K sent from Eco Futures to NLG.

Regarding the principals, it will be myself and Brandi so far. Shares have not yet been allocated, and we were hoping to refrain from doing so for the time being. Is that ok?

Regarding the \$750K I really need your input on this one if possible. As I previously mentioned its a loan from Eco to NLG for the seed capital needed to start this company. It's not actually income. Whats the best way to handle this?

Thanks,

Rod

From: Rod Kazazi

Sent: Monday, April 2, 2018 5:37:10 PM

To: Frank Connelly Eco-Futures; Andy Dixon; Brandi Greenfield

Subject: Re: Newport Land Group

IN RE: SANCTUARY BELIZE LITIGATION October 18, 2019 Witness Andrew Dixon, C.P.A. Exhibit Dixon 11

In reality there is no agreement yet regarding how that \$750K from Eco to NLG will be accounted for. Ultimately it was the seed capital required to start the project. The investor (Eco Futures) can either take equity or we can have it structured as a convertible note or some sort of loan. Ultimately we can structure it however it makes the most fiscal sense. The owners are not common but are willing to structure this the best way possible, so hopefully that makes it easier.

### Case 1:18-cv-03309-PJM Document 1053-1 Filed 10/01/20 Page 374 of 405

From: Frank Connelly Eco-Futures Sent: Monday, April 2, 2018 5:32:41 PM To: Andy Dixon; Brandi Greenfield; Rod Kazazi

Subject: Re: Newport Land Group

What Eco Futures gave NLG is a loan.

From: Andy Dixon <ad@aretecpa.com>
Date: Monday, April 2, 2018 at 5:08 PM

To: Frank Connelly Eco-Futures < frank@eco-futures.com>, Brandi Greenfield < brandi@thereservebelize.com>, Rod

Kazazi < rod@gpadevelopers.com>
Subject: RE: Newport Land Group

Here are the financials I have. There is a lot legal on there. If you still own the land, then it appears correct.

Sincerely,

Andy Dixon

Arete Advisors 8875 Research Drive Irvine, California 92618

Direct: (949) 200-3299 Fax: (949) 203-3011

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From: Frank Connelly Eco-Futures [mailto:frank@eco-futures.com]

Sent: Monday, April 02, 2018 5:03 PM

To: Andy Dixon <ad@aretecpa.com>; Brandi Greenfield <brandi@thereservebelize.com>; Rod Kazazi <rod@gpadevelopers.com>

Subject: Re: Newport Land Group

We had to hire legal counsel to pursue recovery of most of the funds taken through NLG for the Mexico project. All but a small amount is actionable for recovery. Can we write it down as a loss?

Frank

From: Andy Dixon <ad@aretecpa.com>
Date: Monday, April 2, 2018 at 1:53 PM

To: Frank Connelly Eco-Futures < frank@eco-futures.com >, Brandi Greenfield < brandi@thereservebelize.com >, Angie

Garcia <angie@eco-futures.com>
Subject: Newport Land Group

Since Newport Land Group is a C corp, I hope you are all aware that there will be about \$107,000 in C corp tax based on the financials that were sent over.

Sincerely,

**Andy Dixon** 

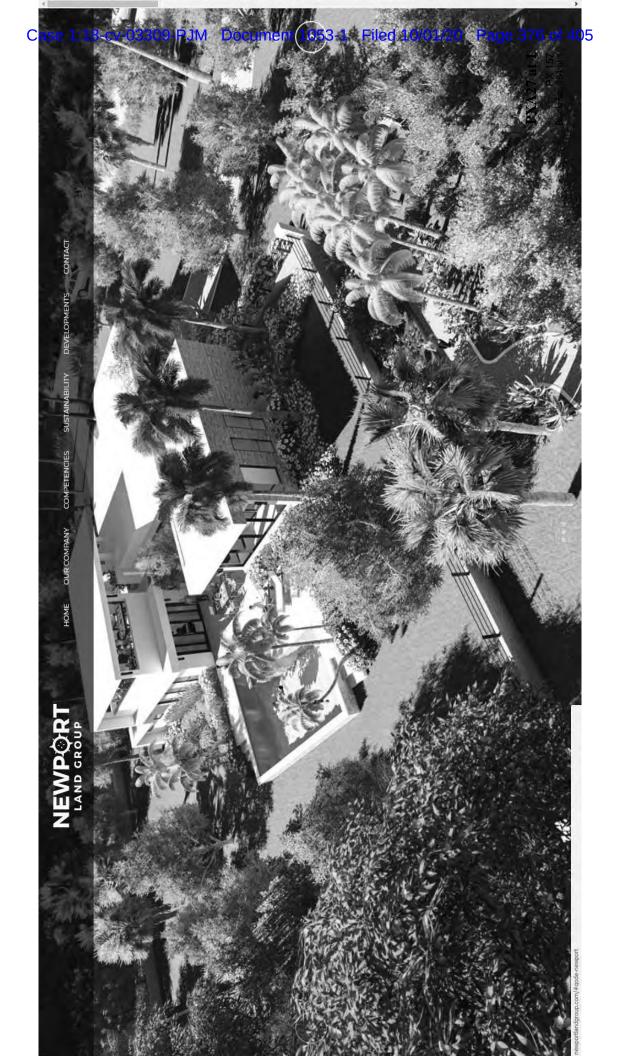
Arete Advisors 8875 Research Drive

### Case 1:18-cv-03309-PJM Document 1053-1 Filed 10/01/20 Page 375 of 405

Irvine, California 92618

Direct: (949) 200-3299 Fax: (949) 203-3011

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PX 157 Blackman 154 at 2 PXA27 at 2

Beyond Building

Newport Land Group is a diversified, boutique real estate investment and development firm headquartered in Irvine, California. Over the past 14 years our team has collectively deployed tens millions of dollars of risk capital and executed billions of dollars in real estate transactions. With operations throughout the western hemisphere, we develop large-scale mixed-use residential communities with a full range of housing, recreational facilities, and permanently preserved open spaces.

# Core Competencies

Land Acquisitions

Land Development

Master Planning

working with multiple contractors. Through strategic partnerships with experienced designers, architects, engineers and builders, we are able to successfully reducing the risk of conflicts that often arise when At Newport Land Group we have the ability to development aspects of our projects, thereby manage all the vertical and non-vertical

Fechnologies to make best use of the development

and. Through conceptual designs we provide

detailed master plans highlighting community

implement and fulfill our development vision.

amenities and proposed lots.

architects utilize sophisticated Lidar Surveying Dur visionary team of land planners and land

development land and immediate surroundings

We take great pride in designing and planning

communities that echo the landscape of the

Sustainability

the best possible land for any development project is an integral part to the longterm development vision of our company. Through the years we have made The value of any development community is in the pristine beauty and location of the land, Attaining wise decisions in acquiring thousands of acres of

gorgeous land fit for sustainability, livability and

outdoor pursuits.

Marketing & Sales

Architectural Design

### NEWPORT LAND GROUP

## Marketing & Sales

As with any real estate project, marketing and sales is a fundamental part of the success and completion of any development. Our vast experience in this field makes us leaders in bringing our vision into the homes of those who desire our product. Our focus on proven marketing strategies along with our successful development tours has enabled growth and expansion.

## Architectural Design

Sustainability

We believe in designing beautiful and affordable homes and architectural structures that blend into their natural environments while catering to the very needs of the community residents. Our architectural design team focuses on designing unique, but functional structures and can assist in providing detailed 3D conceptual renderings that offer interior and exterior views of your home.





PXA27







community sustainability



### Case 1:18-cv-03309-PJM Document 1053-1 Filed 10/01/20 Page 379 of 405



# Company Ethos

compromising the natural beauty or lush landscapes with damaging schedules, our team works closely with environmental engineers to ensure that we do no harm to the developments and surrounding terrain. We employ a best-practice approach to all aspects of our land development to ensure the sustainability and Newport Land Group, an eco-lifestyle developer, supports the principles of green living. Rather than beauty of our developments for generations to come.

DUR TEAM







1:18-cv-03309-PJM Document 1053-1 Filed 10/01/20 Page <mark>380</mark> of 405 C



Playa Cortez - Mexico Laguna Palms - Belize

NEWPORT

Irvine, CA 92612 Office: 949,407,5169

PX 157 Blackman 154 at 5 PXA27 at 5

## Our Company

Newport Land Group is a diversified, boutique real estate investment and development firm headquartered in Irvine, California. Over the past 14 years our team has collectively deployed tens millions of dollars of risk capital and executed billions of dollars in real estate transactions. With operations throughout the western hemisphere, we develop large-scale mixed-use residential communities with a full range of housing, recreational facilities, and permanently preserved open spaces.

## Teamwork

We conduct ourselves with integrity in bond and "we say what we mean and everything we do. Our word is our

operate. We take enormous pride in Teamwork is at the heart of how we

our one-firm approach, operating

People do business with people they like and trust, At NLG we are deeply committed to forging long-term

Excellence

Relationships

do - we set high standards, and then continuously try to exceed them. We We aspire to be the best at what we

PX 157 Blackman 154 at 6 PXA27 at 6

Integrity Teamwork

Excellence

Relationships

partnerships, and we seek continually to understand and align the interests People do business with people they like and trust, At NLG we are deeply everyone with fairness and respect. of all ourpartners, and we treat committed to forging long-term We conduct ourselves with integrity in bond and "we say what we mean and everything we do. Our word is our we do what we say." As a learning organization, we are self-critical – acknowledging our mistakes and trying always to learn from them.

proactively and collaboratively across

our one-firm approach, operating

results. We continually look to help

one another and work together towards common goals.

geographies to achieve superior

Teamwork is at the heart of how we operate. We take enormous pride in

motivated, highly capable people and do - we set high standards, and then continuously try to exceed them. We We aspire to be the best at what we environment by attracting selfstrive to create a meritocratic

investing heavily in their development

# Company Ethos

compromising the natural beauty or lush landscapes with damaging schedules, our team works closely with environmental engineers to ensure that we do no harm to the developments and surrounding terrain. We employ a best-practice approach to all aspects of our land development to ensure the sustainability and Newport Land Group, an eco-lifestyle developer, supports the principles of green living. Rather than beauty of our developments for generations to come.



NEWPORT LAND GROUP

Home Our Company

PX 157 Blackman 154 at 8 PXA27 at 8

## Our Team

## Frank Connelly

CEO / Founding Partner

Frank Costanzo-Connelly comes to NLG with a deep understanding of international real estate development. governmental, legal, design and engineering teams necessary to dailver a master planned resort community. communities. Frank has the know-how to facilitate land use and entitlement as well as project manage, the With years of experience as the director of compliance for several international master planned resort

sustainable residential developments that is currently being reviewed as a pioneering community model by the While sustainability director for his clients, he developed and implemented a multi-stakeholder blueprint for

Harvard School of Sustainability.

For two decades, he was a business and development consultant and counsel to governments and industry in in business feasibility assessment, project management and county risk planning for Fortune 500 companies. Frank's deep executive knowledge and experience comes from a developing-country background the U.S., India, Southeast Asia, the Middle East, Central America and Mexico.

Cambodia Development Corp and one of his equitable business models was shortlisted by think tank Monday Frank is a 1990 graduate of the University of Pittsburgh with bachelors degree in Psychology and a bachelors degree in Political Science. He received his Juris Doctor in 1993 from the Ohio Northern University School of Law. His consultant company was an accredited UNDP Global Compact member, he has received letters of accommodation from the Government of India Department of Science & Technology, the Kingdom of Morning for asustainia 100 award.

## Brandi Greenfield

Founding Partner

Newport Land Group and is the principal architect of Brandi Greenfield is a founding member of the

Architect and President of RMA International, formed Robert McMahon is a California Licensed Landscape

Anthony Mock

Robert J. McMahon

Landscape Architect

Project Management

As President of ABM Construction and Design,

Anthony has in-depth involvement in the dally

Our Company

### Project Management

## Anthony Mock

Robert J. McMahon

Brandi Greenfield

Founding Partner

NEWPORT LAND GROUP

Landscape Architect

Brandi Greenfield is a founding member of the

### team members and encourages a team environment concentration in Building Construction Management. for all parties involved. Anthony is a graduate of the University of Miami and holds a BSc In Architectural associated with ABM's entire conceptual and hardbid estimating processes, and is involved in every operations of the company and participates in all construction phases. He instills ownership in his aspects of management. He monitors activities As President of ABM Construction and Design, Anthony has in-depth involvement in the daily project throughout the pre-construction and and Structural Engineering; he also has a

strong multi-disciplined background, Mr. McMahon's projects are some of the world's finest 5 star resorts,

and observation, which has helped him to create a

Newport Land Group, Ms. Greenfield held sales and marketing roles at various companies including First

American Title,

### Architect and President of RMA International, formed Robert McMahon is a California Licensed Landscape extends from the United States, Mexico, Japan, India the firm in 2005 with an office in Huntington Beach. California, Robert's 28 year professional experience and China, and he has had the opportunity to work design development, construction administration on a variety of project types covering conceptual Newport Land Group and is the principal architect of the company's sales process and marketing strategy building and scaling world class organizations. As the head of sales, she has engineered and refined resulting in revenue growth of over 50%. Prior to their highly successful marketing campaigns. Ms. Greenfield brings over a decade of experience in

### George Mock Construction Engineering

### of project and construction management experience ecord of planning, construction and delivery in land Civil Engineering from the UC Davis and has 44 years with expertise in Project Management of large scale operations. George graduated in 1972 with a BSc in Marathon and Maersk Oil. He is also a trained civil development projects. George has a proven track Seorge is a highly experienced General Manager engineer and has managed major mixed-use in large commercial projects for ExxonMobil. development, multi-family residential and commercial construction,

### Chris Cammarano Lead Architectural Designer

Chris has worked on a wide variety of projects, from Disneyland to designing country clubs in China, surf shops in Latin America and Hawaii. Home Depots in the Western US, and high end custom residences in projects in the toughest jurisdictions in the United architects and engineers in the Los Angeles area, Chris has over 17 years of experience in the AEC Industry, getting his start at the young age of 14 mechanical system upgrades for LAX Airport to the Caribbean. Chris is an expert at permitting processing blueprints and drawing details for detailing ductwork for the Tower of Terror at States.

## Omero Banuelos

Legal Counsel

international and domestic corporations. He also has Fortune 100 companies on information governance Banuelos provides information governance advice emphasis in business disputes, real property, class litigation in both state and federal courts with an and develops policies for NLG, Mr. Banuelos has governance and records retention programs for extensive experience handling various forms of Omero Banuelos, Esq., Is Counsel at Rimon, Mr. matters, and has helped develop information counseled some of the most highly regulated actions, and construction defect. Case 1:18-cv-03309-PJM Document 1053-1 Filed 10/01/20 Page 385 of 405

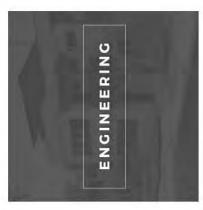




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NEWPORT Please our construction defect.

projects in the toughest jurisdictions in the United States.

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PX 157
Blackman 154 at 11

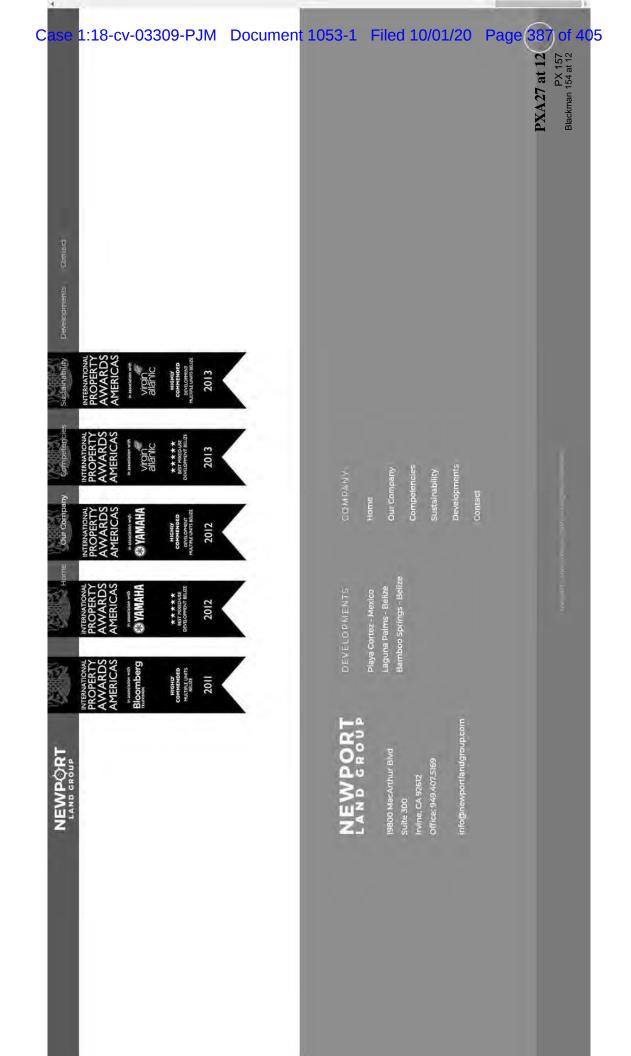












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PX 157 Blackman 154 at 13 PXA27 at 13

marketing team. Through our highly recognized and In order to facilitate the monetization of our assets, we maintain a substantial in-house sales and

a concept through the design, construction and

control or influence investments across the capital structure, We leverage all of our resources across

Our private equity business' mandate is to make

Private Equity

## Marketing & Sales

diverse real estate development company with significant experience in financial markets, we have the

resources and global network of professional relationships to make us a partner of choice.

relationships, differentiated insight, proprietary, financing and structuring capabilities, and real estate operational expertise. We focus on investment opportunities where we believe we can add value. As a

Newport Land Group strategically targets real estate opportunities that can benefit from our global

developers and communities from the origination of Our planning and design professionals work with Master Planning

CONTACT DEVELOPMENTS Company Focus

### NEWPORT LAND GROUP

Private Equity

## Master Planning

Marketing & Sales

developers and communities from the origination of range of development services, including preliminary due diligence to vet a potential project vision and architecture, landscape architecture, engineering Our planning and design professionals work with a concept through the design, construction and delivery of a finished product. We provide a full entitlements and permits; and site planning, and design services involved in producing a comprehensive design of a development or design to help define preliminary concepts; regulatory expertise necessary to procure redevelopment project.

channel. We have the capability and infrastructure to marketing team. Through our highly recognized and sales process from lead generation, Internal sale, on In order to facilitate the monetization of our assets, sales associates is second to none and consistently Canada, driving potential buyers through our sales solution where we handle the full spectrum of the site presentation and close, Our team of over 100 offer our partners a turn-key sales and marketing reach thousands of potential customers on a daily basis, Our media reach includes all 50 states and branded marketing campaigns, we consistently we maintain a substantial in-house sales and delivers unparalleled results for our clients.

identifying and creating value. We specifically target development expertise provides us with an edge in real estate opportunities that can benefit from our structuring capabilities and real estate operational control or influence investments across the capital structure. We leverage all of our resources across deep. longstanding global relationships, financial expertise. We focus on investment opportunities our developments on behalf of our partners. We Our private equity business' mandate is to make relationships, and where we believe we can add where we have differentiated insights and/or believe that the combination of our domain knowledge, investment experience, and



PX 157 Blackman 154 at 15

PXA27 at 15





## Cornerstones

EcoLiving

Each phase of our development

Conservation

We conduct ourselves with integrity in bond and "we say what we mean and everything we do. Our word is our we do what we say." As a learning

Our communities encourage residents

to experience the beauty of their

surroundings, with access to a wide

range of outdoor activities and

acknowledging our mistakes and trying always to learn from them. organization, we are self-critical process adheres to the high standards minimize our environmental impact Plans. All our owners and builders established in our Environmental take every measure possible to within our communities.

Holistic Wellness Outdoor Pursuits

on-site spas or fitness academies, as committed to promoting the health and well-being of our communities While helping preserve the healthy state of the land, we are equally

residents. Development plans include well as organic sustainable farms.

> adventures. Community memberships will offer activities from scuba diving,

water pursuits, fishing, hiking, and

horseback riding.

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horseback riding.

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Sustainability

NEWPORT LAND GROUP



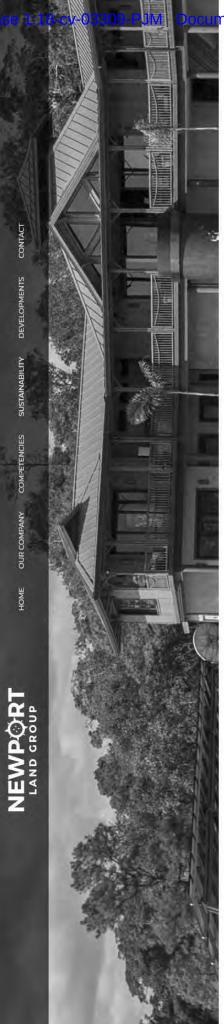


Playa Cortez - Mexico Laguna Palms - Belize

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## Sustainability

We are committed to protecting our environment by adhering to eco-friendly building and development practices as well as utilizing green-energy sources where ever possible.

### Land Ethics

## **Energy Management**

We believe real estate development requires a thorough appreciation of the preexisting flora, fauna and habitat. The preservation of the critical aspects of local land systems – such as the hydrologic cycle – keeps our unique destinations intact, and increasingly valuable when carefully developed. We

Energy efficiency is increasingly a focus when evaluating the competitiveness and profitability of new and existing properties. NLG incorporates energy efficient design and operation into every stage of development. Our philosophy and mode of operation is highly quantitative and metrics driven;

## Water Conservation

As sizeable global populations rapidly urbanize, water security is the one of the largest issues facing the planets ecology and economy over the next decade. As international real estate developers of communities, it is incumbent that NLG apply the highest standard of design and management

PXA27 at 18 PX 157 Blackman 154 at 18

PX 157 Blackman 154 at 19 PXA27 at 19

## **Energy Management**

NEWPORT LAND GROUP \_and Ethics

Water Conservation

and as a result our buyers enjoy a lower cost of living stage of development. Our philosophy and mode of typically been within 1 - 3 years. These include use operation is highly quantitative and metrics driven; evaluating the competitiveness and profitability of of energy efficient appliances, photovoltaic power energy efficient design and operation into every new and existing properties. NLG incorporates and higher asset values. Payback periods have Energy efficiency is increasingly a focus when systems, passive and active energy saving architecture, designs and materials. thorough appreciation of the preexisting flora, fauna of local land systems – such as the hydrologic cycle – increasingly valuable when carefully developed. We and habitat. The preservation of the critical aspects preserving the natural qualities that maintain the believe that an ethical approach to development operational efficiency, positive social impact and destination's long term value, Measuring profits requires incorporating ecology as a stakeholder, We believe real estate development requires a thereby allowing improvement to land while along people, planet and prosperity assures keeps our unique destinations intact, and tangible competitive advantages.

water security is the one of the largest issues facing sustainability of our developments and the value of precautions to protect this fragile and irreplaceable decade. As international real estate developers of management of water resources is critical to the communities, it is incumbent that NLG apply the the planets ecology and economy over the next As sizeable global populations rapidly urbanize. nextricably tied to water management, access, nighest standard of design and management natural asset. NLG believes protection and the investment in them, as many risks are sanitation, equity, health and ecosystems.

# Waste Mitigation

Our innovative approach to the analysis, mitigation and management of our waste streams has differentiated properties set new standards in waste mitgation – going well beyond "reduce, reuse, recycle." Beyond waste Partners addresses these challenges head-on and leads by example, thereby promoting best practices in our us as a thought leader in the global industry. From sourcing our amenity wood furniture and flooring from trees previously felled to make roads, to upcycling used water bottles for landscaping requirements; our

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Home Our Company

**NEWPORT** 





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NEWPORT LAND GROUP

Playa Cortez - Mexico Laguna Palms - Belize

NEWPORT

Irvine, CA 92612 Office: 949.407.5169

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| <ul> <li>1,000 Acres</li> <li>1,000 Single family homesites</li> <li>Private Beach Club &amp; Surf School</li> <li>5 Acre Organic Farm</li> </ul> | 250 Acres     250 Single family homesites     5 Acre freshwater lagoon     Drivate Reach Club |   |                                 |  |
|---|---|---|---------------------------------|--|
| <ul> <li>1,000 Single family homesites</li> <li>Private Beach Club &amp; Surf School</li> <li>5 Acre Organic Farm</li> </ul>                      | 250 Single family homes     5 Acre freshwater lagoor     Drivare Beach Club                   | • 200   | 200 Acres                       |  |
| <ul> <li>Private Beach Club &amp; Surf School</li> <li>5 Acre Organic Farm</li> </ul>   | 5 Acre freshwater lagoor     Drivate Reach Club   |   | 250 Single family homesites     |  |
| <ul> <li>5 Acre Organic Farm</li> </ul>   | Drivate Beach Club  |   | Swimming Pool & Swim-up Bar     |  |
|   |   | * 5 Ac  | 5 Acre Central Park             |  |
| <ul> <li>Family Barn &amp; Tent Site</li> </ul>   | <ul> <li>10 Acre Organic Farm</li> </ul>  | * Adv   | Adventurer's League             |  |
| <ul> <li>Salud Cortez Spa</li> </ul>  | <ul> <li>Adventurer's Society</li> </ul>  | Nogr  | Yoga & Pilates                  |  |
| <ul> <li>Tequila Distillery</li> </ul>  |   |   |                                 |  |
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| THE RITZ-CARLTON Pasadena, California   |   | THE RITZ-CARLTON<br>Marina Del Rey, Califomia | TON                             |  |
| FAIRMONT PIERRE MARQU   | ES  | THE RITZ-CARLTON                              | TON                             |  |
| rupatto, Mexico   |   | Lugarie Lugari, Cattloritia                   |                                 |  |
| YAN YAO RESORT COMMUNITY Weihai. China  |   | ONE & ONLY PALMILLA Los Cabos. Mexico         | ALMILLA                         | PXA27 at 23<br>PX 157<br>Backman 154 at 23 |

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> FAIRMONT PIERRE MARQUES Acapulco, Mexico

Laguna Niguel, California

THE RITZ-CARLTON

Our Company Competencies

NEWPORT LAND GROUP

ONE & ONLY PALMILLA YAN YAO RESORT COMMUNITY

Los Cabos, Mexico

ZHONGSHAN HILTON RESORT

DIAN SHAN LAKE VILLAS

Weihai, China

Shanghai, China

Zhongshan, China











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