

<p>DISTRICT COURT, DENVER COUNTY, STATE OF COLORADO Denver District Court 1437 Bannock St. Denver, CO 80202 720.865.8612</p>	<p>DATE FILED: December 5, 2019 12:58 PM FILING ID: 35FDF426E5E4E CASE NUMBER: 2018CV33011</p>
<p><b>Plaintiff:</b> David S. Cheval, Acting Securities Commissioner for the State of Colorado</p> <p>v.</p> <p><b>Defendants:</b> Gary Dragul; GDA Real Estate Services, LLC; and GDA Real Estate Management, LLC</p>	<p>▲ COURT USE ONLY ▲</p>
<p>Attorneys for Receiver:</p> <p>Patrick D. Vellone, #15284 Michael T. Gilbert, #15009 Rachel A. Sternlieb, #51404 ALLEN VELLONE WOLF HELFRICH &amp; FACTOR P.C. 1600 Stout St., Suite 1100 Denver, Colorado 80202 Phone Number: (303) 534-4499 E-mail: pvellone@allen-vellone.com E-mail: mgilbert@allen-vellone.com E-mail: rsternlieb@allen-vellone.com</p>	<p>Case Number: 2018CV33011</p> <p>Division/Courtroom: 424</p>
<p><b>RECEIVER'S MOTION TO APPROVE SETTLEMENT AGREEMENT WITH DRAGUL CONCERNING TURNOVER MOTION</b></p>	

Harvey Sender, the duly-appointed receiver (“Receiver”) for Gary Dragul (“Dragul”), GDA Real Estate Services, LLC, GDA Real Estate Management, LLC, and related entities (collectively, “Dragul and the GDA Entities”), asks the Court to enter an order approving an Agreement he has reached with Gary and Shelly Dragul that

resolves the issues raised in the Joint Motion for an Order Requiring Dragul to Turnover and Account for Property of the Estate (“Turnover Motion”) filed June 4, 2019, by the Commissioner and the Receiver. A copy of the “Agreement” is submitted as **Exhibit 1**.

## **I. Background**

1. On August 15, 2018, Gerald Rome, Securities Commissioner for the State of Colorado, filed his Complaint for Injunctive and Other Relief against Dragul and the GDA Entities.

2. On August 29, 2018, the Commissioner, Dragul and the GDA Entities filed a Stipulated Motion for Appointment of Receiver, consenting to the appointment of a receiver over Dragul and the GDA Entities pursuant to COLO. REV. STAT. § 11-51-602(1), C.R.C.P. 66.

3. On August 30, 2018, the Court entered a Stipulated Order Appointing Receiver (the “Receivership Order”), appointing Harvey Sender receiver for Dragul and the GDA Entities and their respective properties and assets, as well as their interests and management rights in related affiliated and subsidiary businesses (the “Receivership Estate” or the “Estate”). Receivership Order at 2, ¶ 5.

4. On June 4, 2019, the Securities Commissioner and the Receiver filed a Joint Motion for an Order Requiring Dragul to Turnover and Account for Property of the Estate (“Turnover Motion”). A hearing on the Turnover Motion was scheduled for November 21, 2019. Prior to the hearing date, Gary and Shelly Dragul and the

Receiver, with the Commissioner's approval, entered into the Agreement to resolve the issues raised in the Turnover Motion.

**II. The Agreement is in the best interests of the Estate and its creditors.**

5. There exists little Colorado authority with respect to factors the Court should consider in determining whether to approve a Receiver's agreement with an opposing party. In analogous bankruptcy contexts courts consider whether "the agreement is fair and equitable and in the best interests of the estate." In considering whether to approve a settlement, bankruptcy courts consider four primary factors: "the probable success of the underlying litigation on the merits, the possible difficulty in collection of a judgment, the complexity and expense of the litigation, and the interests of creditors in deference to their reasonable views." *Kopp v. All Am. Life Ins. Co. (In re Kopexa Realty Venture Co.)*, 213 B.R. 1020, 1022 (B.A.P. 10th Cir. 1997); *Kaiser Steel Corp. v. Frates (In re Kaiser Steel Corp.)*, 105 B.R. 971, 977 (D. Colo. 1989). Courts also recognize that deference should be given to the business judgment of the Receiver. *See, e.g., In re OptInRealBig.com, LLC*, 345 B.R. 277, 291 (Bankr. D. Colo. 2006) (deferring to the business judgment of the bankruptcy trustee).

6. Considering these factors, the Court should approve the Agreement. The issues raised in the Turnover Motion that had not been mooted by subsequent events were: (a) ownership of SSC 02, LLC; (b) Dragul's failure to turnover VRBO income or to pay the Estate for the use of Estate property without the Receiver's consent;

(c) turnover of various vehicles; and (d) turnover of personal property.<sup>1</sup> The proposed Agreement resolves those issues and avoids the additional expense and uncertainty of litigation.

7. In summary, the Agreement resolves these issues as follows:<sup>2</sup>

A. The Draguls agree SSC 02, LLC and all its assets are property of the Estate to be turned over to the Receiver. This includes the Blackhawk Storage Unit which appears to have \$20,000 or more in equity;

B. Mr. Dragul stipulates to the entry of judgment against him for \$120,000;

C. The disputed vehicles are property of the Estate. Dragul contends the vehicles are encumbered and have little or no equity. The vehicles will be evaluated by the Receiver, and to the extent any vehicle has more than \$1,000 in equity, it will either be turned over to the Receiver for sale or Dragul will pay the Estate the amount of any equity and retain the vehicle; and

D. The Draguls will turnover items of jewelry and various Sports Memorabilia to the Receiver for sale.

8. The Receiver believes the Agreement is in the best interest of the Estate and its creditors. It resolves the issues raised in the Turnover Motion without further litigation or risk and achieves a result that is close to what the Receiver was likely to obtain by litigating the Turnover Motion and prevailing.

9. Pursuant to paragraph 10 of the Receivership Order, Court approval of any motion filed by the Receiver shall be given as a matter of course within 10 days after the motion is filed and served. As reflected by the certificate of service below,

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<sup>1</sup> Issues concerning equity in Dragul's personal residence had been mooted by its foreclosure.

<sup>2</sup> The Agreement should be reviewed for a complete description of the settlement terms.

this Motion is being served on all parties who have appeared in this case and on all currently known creditors of the Estate.

WHEREFORE, the Receiver respectfully requests the entry of an Order approving the Dragul Agreement.

Dated: December 5, 2019.

ALLEN VELLONE WOLF HELFRICH & FACTOR  
P.C.



By: /s/ Michael T. Gilbert

Patrick D. Vellone

Michael T. Gilbert

Rachel A. Sternlieb

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E-mail: rsternlieb@allen-vellone.com

ATTORNEYS FOR THE RECEIVER

**CERTIFICATE OF SERVICE**

I hereby certify that on December 5, 2019, I served a true and correct copy of the foregoing **RECEIVER'S MOTION TO APPROVE SETTLEMENT AGREEMENT WITH DRAGUL CONCERNING TURNOVER MOTION** via CCE to the following:

Robert W. Finke  
Sueanna P. Johnson  
Ralph L. Carr Judicial Building  
1300 Broadway, 8th Floor  
Denver, Colorado 80203  
Robert.Finke@coag.gov  
Sueanna.Johnson@coag.gov

*Counsel for David S. Cheval, Acting  
Securities Commissioner for the  
State of Colorado*

Jeffery A. Springer  
Springer and Steinberg P.C.  
1600 Broadway, Suite 1200  
Denver, Colorado 80202  
jspringer@springersteinberg.com

*Counsel for Defendants, Gary  
Dragul, GDA Real Estate Services,  
LLC and GDA Real Estate  
Management, LLC*

A copy of the Motion was also served by electronic mail and/or U.S. Mail first-class, postage-prepaid on all currently known creditors of the Receivership Estate to the addresses set forth on the service list maintained in the Receiver's records.

  
/s/ Teresa Silcox

## AGREEMENT

This Agreement ("Agreement") is entered as of December 2, 2019, between Harvey Sender (the "Receiver") in his capacity as receiver for the assets of Gary J. Dragul, GDA Real Estate Management, LLC ("GDA REM"), GDA Real Estate Services, LLC ("GDA RES"), and related entities ("Dragul and the GDA Entities"), and Gary J. Dragul ("Dragul") and Shelly Dragul ("Shelly"). Each is individually a "Party," and collectively are the "Parties."

### I. Recitals

A. On August 15, 2018, Gerald Rome, Securities Commissioner for the State of Colorado (the "Commissioner") filed his Complaint for Injunctive and other Relief against Dragul and the GDA Entities in the District Court in and for Denver County, Colorado, Case No. 2018CV33011 (the "Receivership Court").

B. On August 29, 2018, the Commissioner, Dragul and the GDA Entities filed a Stipulated Motion for Appointment of Receiver, seeking appointment of a receiver over Dragul and the GDA Entities pursuant to § 11-51-602(1), C.R.S, and C.R.C.P. 66.

C. On August 30, 2018, the Court entered the Stipulated Order Appointing Receiver (the "Receivership Order"), which appointed Receiver (Harvey Sender) receiver for Dragul and the GDA Entities, and their respective properties and assets, and interests and management rights in related affiliated and subsidiary businesses (the "Receivership Estate" or the "Estate"). Receivership Order ¶ 5.

D. The Receivership Order requires Dragul and the GDA Entities to turn over all property of the Estate to the Receiver.

E. On June 4, 2019, the Commissioner and the Receiver filed a Joint Motion for an Order Requiring Dragul to Turnover and Account for Property of the Estate ("Turnover Motion"). A hearing on the Turnover Motion was scheduled for November 21, 2019. Based on the agreement set forth herein, the Parties agreed to continue that hearing. The Parties enter into this Agreement to resolve all issues raised in connection with the Turnover Motion.

## II. Agreements

**NOW, THEREFORE**, in consideration of the foregoing Recitals, the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Court Approval. This Agreement is subject to approval by the Receivership Court. Following the execution of this Agreement by all Parties, the Receiver shall promptly seek Court approval and the Parties shall cooperate to obtain that approval. The Agreement shall be null and void if not approved by the Receivership Court.

2. Effective Date. The Effective Date of this Agreement shall be the day it is approved by the Receivership Court.

3. Judgment. Upon the Effective Date, Dragul agrees a \$120,000 judgment shall enter against him personally. A copy of a stipulation for entry of judgment and judgment are attached as **Exhibit 1**.

4. SSC 02, LLC. Shelly is the duly-appointed and authorized manager of SSC 02, LLC. Dragul and Shelly agree that all of SSC 02, LLC's assets of whatever nature and wherever located, including the Blackhawk Storage Unit identified on **Exhibit 2** and any interests in any of the property identified on **Exhibit 3**, are property of the Estate the Receiver may dispose of without objection by Dragul or Shelly. Dragul and Shelly agree to execute any documents necessary to effect the turnover of SSC 02 assets to the Receiver or facilitate the Receiver's sale or disposition of those assets.

5. Automobiles and Other Vehicles Presently Owned. Dragul and Shelly agree that all the vehicles listed on the attached **Exhibit 4** (the "Presently Owned Vehicles") are property of the Estate.

A. As to the 2002 RV, it has previously been turned over to the Estate.

B. As to the ATV, on or before December 4, 2019, Dragul shall deliver it to Dickensheet & Associates, Inc., 1501 W. Wesley Ave., Denver, CO 80223 for sale and all proceeds shall be paid to the Estate.

C. As to the 2017 Chevy Tahoe, Dragul and Shelly represent and warrant that it is being repossessed and will be turned over to the lender on December 3, 2019;



D. As to the remaining four vehicles, Dragul contends they are encumbered by purchase money liens that exceed their value and they have no equity.

1. The Parties agree that Dickensheet shall determine the reasonable value of each vehicle, and on or before December 6, 2019, Dragul shall provide digital photographs to the Receiver, his counsel, and to Paula Moody at Dickensheet (paula@dickensheet.com) that show the VIN #, condition, and the mileage of each vehicle. In its sole discretion, Dickensheet may ask to physically inspect any vehicle and within three business days of such request, Dragul shall deliver the vehicle to Dickensheet for that purpose or make suitable arrangements with Dickensheet to inspect them. The Parties agree to accept Dickensheet's valuations.
2. On or before December 6, 2019, Dragul shall provide the Receiver with statements from lenders that reflect the current amount owed on each of the four vehicles and copies of loan documents for each encumbered vehicle that show the purchase money liens are valid and were perfected prior to the appointment of the Receiver on August 30, 2018. The Receiver has the right to challenge the validity and perfection of any lien on any of the four vehicles.
3. Based on Dickensheet's determination of value, Dragul and/or Shelly shall be entitled to retain any vehicle with less than \$1,000 in equity. If any vehicle has more than \$1,000 in equity, Dragul shall either turn that vehicle over to Dickensheet for sale within 5 days of Dickensheet's evaluation, or tender to the Receiver the amount of any equity and retain the vehicle. Dragul agrees to execute any additional documents reasonably requested to effect the sale of any turned over vehicle.

6. Automobiles Previously Owned. As to the vehicles listed on the attached **Exhibit 5**, on before December 6, 2019, Dragul shall provide the Receiver with information under oath from a knowledgeable source confirming that the 2013 Land Rover, the 2010 Mercedes, the 2006 Mini Cooper, the 2000 Range Rover, and the 1997 Land Rover (the "Five Previously Owned Vehicles") were disposed of before the Receiver was appointed and upon request by the Receiver shall provide documents confirming the date they were disposed of. If any of Five Previously Owned Vehicles have not been disposed of, they shall be subject to the same valuation and turnover provisions as the Presently Owned Vehicles as provided in the preceding paragraph 5.

7. Personal Property. In the Turnover Motion, movants argued the personal property identified on **Exhibit 6** was property of the Estate to be turned over to the Receiver for liquidation. On or before December 6, 2019, Dragul shall deliver to the Receiver an inventory and digital photographs of the “Miscellaneous Jewelry” and the “Sports Memorabilia” identified on Exhibit 6. Within five days of the Effective Date, Dragul shall deliver to Dickensheet the Sports Memorabilia and the Miscellaneous Jewelry, except that Dragul and Shelly may each retain their wedding rings, and Shelly may retain her engagement ring and two additional items of jewelry of her choice. The remainder of the personal property listed on Exhibits 5 and 6 that is not turned over to the Receiver pursuant to this Agreement may be retained by Dragul and/or Shelly, and the Receiver agrees not to levy or execute on that property.

8. Release. Upon the Effective Date, except for the obligations under this Settlement Agreement, the Parties hereby release and discharge each other and their agents, employees, attorneys and professionals, predecessors, successors in interest, successors and assigns from any and all claims, causes of action, suits, debts, sums of money, controversies, claims to property, damages, judgments, and demands whatsoever, in law or equity, known or unknown, asserted or unasserted, with respect to, related to, arising from, or in connection with the Turnover Motion only. Nothing in this Agreement resolves or releases any claims held by the Commissioner or the Estate not specifically addressed in or part of the Turnover Motion.

9. No Admission of Fault or Liability. By executing this Agreement, the Parties do not admit to any fault or liability to the other. Rather, the Parties enter into this Agreement to avoid further disputes and the costs of litigation.

10. Specific Performance. The Receivership Court shall be the exclusive forum for any disputes arising under this Agreement, and upon application by either Party, the Receivership Court may require specific performance by any Party of its obligations hereunder. All Parties consent to the exclusive jurisdiction and venue of the Receivership Court for any disputes relating to or arising under this Agreement.

11. Authorization. The Parties represent and warrant that no promise or inducement has been offered except as expressly set forth herein; that the person signing this Agreement on behalf of each Party is both authorized and legally competent to execute this Agreement and accepts full responsibility therefor; and, that it has not assigned, transferred, or hypothecated any claim or interest identified herein.

12. Successors. This Agreement shall be binding upon, and shall inure to the benefit of the Parties, their respective estates, and their legal representatives, successors, and assigns, whether by operation of law or otherwise.

13. Controlling Law. This Agreement shall be deemed made and entered into in the State of Colorado, and shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Colorado, without reference to Colorado's law on conflicts of law.

14. Severability. If any provision of this Agreement is held by the Receivership Court to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable.

15. Fair Interpretation. This Agreement is the product of negotiations among the Parties and shall be given fair interpretation. Each of the Parties expressly acknowledges that this Agreement shall be deemed to have been mutually prepared so that the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

16. Parties Advised by Counsel. The Parties acknowledge that they have been represented by counsel with respect to this Agreement and all matters covered by and relating to it.

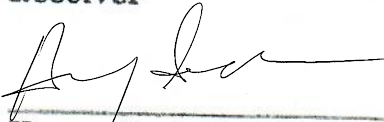
17. No Waiver of Breaches of Agreement. The failure by a Party to insist upon strict compliance with any of the covenants or restrictions contained in this Agreement shall not be construed as a waiver, nor shall any course of action deprive a Party of the right to require strict compliance with this Agreement.

18. Entire Agreement. This Agreement constitutes the entire agreement among the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous representations, contracts, or agreements of any nature. Any modification of any provision of this Agreement shall not be valid unless in writing and executed by the Parties.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Signatures delivered by facsimile and email as electronic files shall be deemed effective as originals.

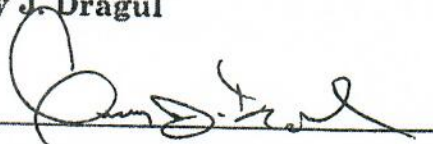
20. Headings and Titles. The headings and titles in this Agreement are for convenience only and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision herein.

**Receiver**

  
\_\_\_\_\_  
Harvey Sender  
Gary J. Dragul

12/02/2019

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Shelly Dragul, individually and  
as manager of SSC 02, LLC

12/02/2019

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Shelly R. Dragul

12/02/2019

\_\_\_\_\_  
Date

<p>DISTRICT COURT, DENVER COUNTY, STATE OF COLORADO  Denver District Court  1437 Bannock St.  Denver, CO 80202  720.865.8612</p>	
<p><b>Plaintiff:</b> David S. Cheval, Acting Securities Commissioner for the State of Colorado</p> <p>v.</p> <p><b>Defendants:</b> Gary Dragul; GDA Real Estate Services, LLC; and GDA Real Estate Management, LLC</p>	
<p>Attorneys for Receiver:  Patrick D. Vellone, #15284  Michael T. Gilbert, #15009  Rachel A. Sternlieb, #51404  ALLEN VELLONE WOLF HELFRICH &amp; FACTOR P.C.  1600 Stout St., Suite 1100  Denver, Colorado 80202  Phone Number:(303) 534-4499  E-mail: pvellone@allen-vellone.com  E-mail: mgilbert@allen-vellone.com  E-mail: rsternlieb@allen-vellone.com</p>	<p style="text-align: center;"><b>▲ COURT USE ONLY ▲</b></p> <p>Case Number: 2018CV33011</p> <p>Division/Courtroom: 424</p>
<p><b>STIPULATION FOR ENTRY OF JUDGMENT</b></p>	

Harvey Sender, the duly-appointed receiver (“Receiver”) for Gary Dragul (“Dragul”), GDA Real Estate Services, LLC, GDA Real Estate Management, LLC, and related entities (collectively, “Dragul and the GDA Entities”), and Gary J. Dragul (“Dragul”), pursuant to C.R.C.P. 54(b), hereby stipulate to and request that the Court

enter final judgment for \$120,000 against Dragul and in favor of the Receiver on behalf of the Receivership Estate. The parties agree that there is no just reason for delay and request that the Court direct the entry of a final judgment pursuant to Rule 54(b).

Dated: December \_\_\_\_, 2019.

ALLEN VELLONE WOLF HELFRICH & FACTOR P.C.

By: /s/ Michael T. Gilbert

Patrick D. Vellone  
Michael T. Gilbert  
Rachel A. Sternlieb  
1600 Stout Street, Suite 1100  
Denver, Colorado 80202  
(303) 534-4499  
E-mail: pvellone@allen-vellone.com  
E-mail: mgilbert@allen-vellone.com  
E-mail: rsternlieb@allen-vellone.com

ATTORNEYS FOR THE RECEIVER

SPRINGER & STEINBERG, P.C.

By: /s/ Jeffrey A. Springer

Jeffrey A. Springer  
1600 Broadway, Suite 1200  
Denver, Colorado 80202  
(303) 536-3544  
E-mail: jspringer@springersteinberg.com

ATTORNEYS FOR DEFENDANT GARY  
DRAGUL

**CERTIFICATE OF SERVICE**

I hereby certify that on December \_\_\_\_, 2019, I served a true and correct copy of the foregoing **STIPULATION FOR ENTRY OF JUDGMENT** via CCE or first-class mail, postage prepaid, to the following:

Robert W. Finke  
Sueanna P. Johnson  
Ralph L. Carr Judicial Building  
1300 Broadway, 8th Floor  
Denver, Colorado 80203  
Sueanna.Johnson@coag.gov  
Robert.Finke@coag.gov

Jeffery A. Springer, Esq.  
Springer and Steinberg P.C.  
1600 Broadway, Suite 1200  
Denver, Colorado 80202  
jspringer@springersteinberg.com

*Counsel for David S. Cheval, Acting  
Securities Commissioner for the  
State of Colorado*

*Counsel for Defendants, Gary  
Dragul, GDA Real Estate Services,  
LLC and GDA Real Estate  
Management, LLC*

**CERTIFICATION OF E-SERVICE ON KNOWN CREDITORS**

In accordance with this Court's February 1, 2019 Order clarifying notice procedures for this case, I also certify that a copy of the foregoing is being served by electronic mail on all currently known creditors of the Receivership Estate to the addresses set forth on the service list maintained in the Receiver's records.

s/Teresa Silcox  
\_\_\_\_\_  
Allen Vellone Wolf Helfrich & Factor P.C.

DISTRICT COURT, DENVER COUNTY, STATE OF COLORADO Denver District Court 1437 Bannock St. Denver, CO 80202 720.865.8612	
<b>Plaintiff:</b> David S. Cheval, Acting Securities Commissioner for the State of Colorado  v.  <b>Defendants:</b> Gary Dragul; GDA Real Estate Services, LLC; and GDA Real Estate Management, LLC	<b>▲ COURT USE ONLY ▲</b>
	Case Number: 2018CV33011  Division/Courtroom: 424
<b>JUDGMENT</b>	

THIS MATTER is before the Court on the Stipulation for Entry of Judgment (“Stipulation”) filed by the Receiver, Harvey Sender, and defendant Gary J. Dragul. The Court has reviewed the Stipulation and the file and is otherwise advised.

THE COURT HEREBY FINDS and ORDERS that, although this Judgment does not finally determine all claims in this case, there is no just reason for delay and therefore the Court directs that final judgment hereby enters in favor of the Receiver, Harvey Sender, and against Defendant Gary J. Dragul in the amount of \$120,000.

Dated: \_\_\_\_\_, 2019.

BY THE COURT:

\_\_\_\_\_  
 Hon. District Court Judge





**The right of the proprietor of a vein or lode to extract or remove his ore, should the same be found to penetrate or intersect the premises thereby granted, as reserved in the United States Patent recorded March 25, 1892 in Book A57 at Page 441, and any all assignments thereof or interest therein.**

**Any assessment or lien of Arapahoe Water and Sanitation District, as disclosed by the instrument recorded February 1, 1979 in Book 2930 at Page 98.**

**The effect of Findings and Ruling of the Referee and Decree of the Water Court, regarding the Denver Formation recorded February 25, 1983 in Book 3803 at Page 634, and regarding the Arapahoe Formation recorded February 25, 1983 in Book 3803 at Page 643.**

**Any assessment or lien of Dove Valley Metropolitan District, as disclosed by the instrument recorded April 30, 1984 in Book 4144 at page 749 and in instrument recorded May 21, 1984 in Book 4163 at Page 613.**

**An Avigation and Hazard Easement granted to Arapahoe County Public Airport Authority by the instrument recorded June 19, 1998 in Book 5312 at Page 773 at Reception No. A8093463 upon the terms set forth in the instrument.**

**Covenants, conditions, restrictions, reservation and lien rights, which do not include a forfeiture or reverter clause, se forth in the instrument recorded August 4, 1998 at Reception No. A8120730.**

**Note: Amendment of said covenants, conditions, and restrictions, by instrument recorded November 2, 1998 at Reception No. A8174494.**

**Easements, restrictions, covenants, conditions and notes as contained on the Plat of Centennial East Corporate Center, Filing No. 5 recorded 26, 2002 at reception No. B2225104 and on the Plat of Centennial East Corporate Center, Filing No. 8 recorded June 22, 2004 at Reception No. B4112308.**

**Terms, conditions, provisions, agreements, obligations, and easements specified under the Easement and Right-of-Way Agreement recorded January 9, 2003 at Reception No. B3006129.**

**Terms, conditions, provisions, agreements, obligations, and easements specified under the Uniform Easement Deed and Revocable Storm Drainage License Agreement recorded May 23, 2003 at Reception No. B3112554.**

**Terms, conditions, provisions, agreements, and obligations, specified under the Subdivision Improvement Agreement and Restriction on Conveyance Relating to the Subdivision and Development of Centennial East Corporate Center, Filing No. 2 recorded May 23, 2003 at Reception No. B3112555 and Amendment One recorded February 18, 2004 at Reception No. B4032007.**

**Terms, conditions, provisions, agreements, and obligations, specified under the Agreement Relating to the Development of Centennial East Corporate Center, Filing No.5/Ownership Storage recorded September 25, 2003 at Reception No. B3213080.**

**Terms, agreements, provisions, conditions, and obligations of a Ground Lease for Windmill Creek Storage Condos, executed by Landwest LLC, a Delaware limited liability company, as Lessor(s) and Aardex Corporation, a Colorado corporation as Lessee (s), recorded September 2, 2004 at Reception No. B4156829, and any and all parties claiming by, through, or under said lessee (s).**

**The limitations, covenants, conditions, restrictions, reservations, exceptions, liens, or charges contained in the Condominium Declaration for Windmill Creek Storage Condos recorded September 2, 2004 at Reception No. B4156830.**

**All items set forth on the Condominium Map of Windmill Creek Storage Condos recorded September 2, 2004 at Reception No. B4156831.**

**Terms, conditions, provisions, agreements, and obligations, specified under the Agreement to Pay Ground Rent recorded September 2, 2004 at Reception No. B4156832.**

**Easements for public utilities, sewer lines, drainage, rights of way and other purposes, as shown on the plat of the subdivision and as shown in various instruments of records, affecting only common elements.**

**SSC 02, LLC**  
**Balance Sheet**  
As of November 19, 2019

ASSETS	Dec 31, 02	Dec 31, 03	Dec 31, 04	Dec 31, 05	Dec 31, 06	Dec 31, 07	Dec 31, 08	Dec 31, 09	Dec 31, 10	Dec 31, 11	Dec 31, 12	Dec 31, 13	Dec 31, 14	Dec 31, 15	Dec 31, 16	Dec 31, 17	Dec 31, 18	Nov 19, 19
<b>Current Assets</b>																		
<b>Checking/Savings</b>																		
Colorado Business Bank	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-2,655.78	-2,655.78
Front Range Bank	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-4,598.56	-1,235.13	-7,648.74	-961.25	4,062.66	-1,065.81	-3,334.66	-5,716.50	-120,616.63	-120,616.63
SSC 02, LLC - Checking	0.00	-2,053.18	-326.68	1,134.79	-87.17	786.11	-558.93	-2,492.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Citywide Banks - MM	2,817.95	53.98	844.49	728.46	1,080.90	1,094.79	25.97	99.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Checking/Savings</b>	2,817.95	-1,999.20	517.81	1,863.25	993.73	1,880.90	-532.96	-2,393.31	-4,598.56	-1,235.13	-7,648.74	-961.25	4,062.66	-1,065.81	-3,334.66	-5,716.50	-123,272.41	-123,272.41
<b>Accounts Receivable</b>																		
Accounts Receivable	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	408.36	2,067.71	2,552.00	2,138.16	1,593.40	1,593.40
<b>Total Accounts Receivable</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	408.36	2,067.71	2,552.00	2,138.16	1,593.40	1,593.40
<b>Other Current Assets</b>																		
A/R	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	610.00	0.00	0.00	0.00	0.00	0.00
<b>Escrow Accounts</b>																		
Bellairs house	0.00	0.00	0.00	1,593.30	1,660.26	1,862.30	1,729.29	2,000.02	1,453.20	1,664.25	1,947.27	2,323.65	1,013.27	1,012.84	787.75	1,121.33	756.33	756.33
Cherry Street	0.00	0.00	0.00	561.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Forest Tax Escrow	0.00	2,712.00	3,356.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Garfield	0.00	0.00	0.00	1,185.00	1,272.80	1,313.74	1,198.38	1,203.62	1,283.95	1,353.51	1,377.09	1,628.78	1,529.92	0.00	0.00	0.00	0.00	0.00
Marion Taxes	0.00	0.00	1,154.92	1,157.95	1,214.63	1,280.67	1,152.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Newport	0.00	0.00	0.00	0.00	899.00	1,861.86	1,693.88	1,741.72	1,655.97	1,719.80	2,247.00	3,157.10	2,345.00	2,345.29	1,861.24	2,663.56	1,552.38	1,552.38
Oneida	0.00	0.00	0.00	0.00	0.00	1,039.74	2,484.86	2,360.43	1,341.34	1,321.16	-48.68	879.40	334.17	1,054.55	-3,492.60	1,802.76	1,174.93	1,174.93
South St. Paul Taxes	0.00	1,682.89	980.71	982.00	1,114.82	1,143.70	1,019.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Escrow Accounts</b>	0.00	4,394.69	5,492.29	5,479.26	6,161.51	8,302.01	9,278.91	7,305.79	5,734.46	6,058.72	5,522.68	7,988.93	5,222.36	4,412.68	-843.61	5,587.65	3,483.64	3,483.64
<b>Notes Receivable</b>																		
GDA Real Estate Services, LLC	0.00	0.00	0.00	0.00	0.00	0.00	12,000.00	7,000.00	6,904.44	6,904.44	7,904.44	6,802.02	6,302.02	1,402.02	1,402.02	1,402.02	-297.98	-297.98
Grant 14, LLC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	90,000.00	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00
<b>Total Notes Receivable</b>	0.00	0.00	0.00	0.00	0.00	0.00	12,000.00	7,000.00	6,904.44	6,904.44	7,904.44	6,802.02	6,302.02	1,402.02	1,402.02	1,402.02	-297.98	-297.98
Prepaid Insurance	0.00	0.00	0.00	0.00	322.19	62.02	1,280.31	0.00	0.00	185.08	2,777.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Other Current Assets</b>	0.00	4,394.89	5,492.29	5,479.26	6,483.70	8,364.03	22,559.22	14,305.79	12,639.90	13,148.24	16,204.80	14,790.95	102,134.38	65,814.70	60,558.41	66,989.67	63,185.66	63,185.66
<b>Total Current Assets</b>	2,817.95	2,395.69	6,010.10	7,342.51	7,477.43	10,244.93	22,026.26	11,912.48	8,040.34	11,913.11	8,556.06	13,829.70	106,605.40	86,816.60	59,775.75	63,411.33	-58,493.35	-58,493.35
<b>Fixed Assets</b>																		
<b>rental Home - Oneida house</b>																		
Accumulated Depre/Amort	0.00	0.00	0.00	0.00	0.00	0.00	-12,573.00	-20,311.00	-28,056.00	-35,962.00	-43,869.00	-51,775.00	-59,682.00	-59,682.00	-59,682.00	-59,682.00	-59,682.00	-59,682.00
Investment	0.00	0.00	0.00	0.00	0.00	0.00	264,676.00	264,676.00	264,676.00	264,676.00	264,676.00	264,676.00	264,676.00	264,676.00	264,676.00	264,676.00	264,676.00	264,676.00
Loan Fees	0.00	0.00	0.00	0.00	0.00	0.00	1,510.00	1,510.00	1,510.00	1,510.00	1,510.00	1,510.00	1,510.00	1,510.00	1,510.00	1,510.00	1,510.00	1,510.00
rental Home - Oneida house - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,632.00	4,632.00	4,632.00	4,632.00	4,632.00	4,632.00	4,632.00	4,632.00	7,563.29	7,563.29
<b>Total rental Home - Oneida house</b>	0.00	0.00	0.00	0.00	0.00	0.00	253,613.00	245,875.00	242,762.00	234,856.00	226,949.00	219,043.00	211,136.00	211,136.00	211,136.00	211,136.00	214,067.29	214,067.29
<b>Rental - Oneida House</b>	0.00	0.00	0.00	0.00	0.00	264,676.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Rental Home - Newport</b>																		
Loan Acquisition Fees	0.00	0.00	0.00	0.00	1,147.00	1,147.00	1,147.00	1,147.00	1,147.00	1,147.00	1,147.00	1,147.00	1,147.00	1,147.00	1,147.00	1,147.00	1,147.00	1,147.00
Building	0.00	0.00	0.00	0.00	234,232.80	234,232.80	234,232.80	234,232.80	234,232.80	234,232.80	234,232.80	234,232.80	234,232.80	234,232.80	234,232.80	234,232.80	234,232.80	234,232.80
Land	0.00	0.00	0.00	0.00	58,558.20	58,558.20	58,558.20	58,558.20	58,558.20	58,558.20	58,558.20	58,558.20	58,558.20	58,558.20	58,558.20	58,558.20	58,558.20	58,558.20
Accumulated Depreciation	0.00	0.00	0.00	0.00	-355.00	-355.00	-17,391.00	-25,909.00	-34,427.00	-42,944.00	-51,462.00	-59,980.00	-68,498.00	-68,498.00	-68,498.00	-68,498.00	-68,498.00	-68,498.00
Accumulated Amortization	0.00	0.00	0.00	0.00	-3.00	-3.00	-79.00	-117.00	-155.00	-193.00	-232.00	-270.00	-308.00	-308.00	-308.00	-308.00	-308.00	-308.00
<b>Total Rental Home - Newport</b>	0.00	0.00	0.00	0.00	293,580.00	293,580.00	276,468.00	267,912.00	259,356.00	250,801.00	242,244.00	233,688.00	225,132.00	225,132.00	225,132.00	225,132.00	225,132.00	225,132.00
<b>Gaylord Street</b>																		
Accumulated Amortization	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-37.00	-37.00	-37.00	-37.00	-37.00	-37.00
Accumulated Depreciation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-10,535.00	-10,535.00	-10,535.00	-10,535.00	-10,535.00	-10,535.00
Acquisition Costs	0.00	0.00	377.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Gaylord Street - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-470,000.00	-470,000.00	-470,000.00	-470,000.00	-470,000.00
<b>Total Gaylord Street</b>	0.00	0.00	377.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-10,572.00	-480,572.00	-480,572.00	-480,572.00	-480,572.00	-480,572.00
<b>Investment</b>																		
Kenwood Pavilion Distribution	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-610.00	-7,317.36	-14,634.72	-21,952.08	-26,831.67	-26,831.67
Kenwood Pavilion	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76,323.70	76,323.70	76,323.70	76,323.70	76,323.70	76,323.70
Rose, LLC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00	65,476.00	65,476.00	19,658.00	19,658.00	19,658.00	19,181.93	19,181.93	19,181.93
AA Touch	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60,000.00	60,000.00	60,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
AP Plaza 07 A, LLC	0.00	0.00	0.00	0.00	0.00	29,660.30	27,103.93	26,634.47	24,491.47	23,257.47	22,412.47	20,960.47	18,558.47	18,558.47	18,558.47	18,558.47	18,558.47	18,558.47
Writer Square distribution	0.00	0.00	0.00	0.00	0.00	0.00	-4,700.00	-4,700.00	-3,024.00	-3,024.00	-3,024.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Walden 08 A, LLC	0.00	0.00	0.00	0.00	0.00	0.00	-846.97	-1,878.50	-2,629.30	-3,427.30	-11,353.30	-33,093.30	0.00	0.00	0.00	0.00	0.00	0.00
Writer Square	0.00	0.00	0.00	0.00	0.00	0.00	43,699.00	33,318.00	33,156.00	27,360.00	24,750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Crosspointe 08 A, LLC	0.00	0.00	0.00	0.00	0.00	0.00	48,473.48	41,989.81	6,786.81	6,735.81	6,738.81	6,744.81	6,737.81	6,737.81	6,737.81	6,737.81	6,737.81	6,737.81
St. Paul Spec	0.00	0.00																



**SSC 02, LLC**  
**Balance Sheet**  
As of November 19, 2019

	Dec 31, 02	Dec 31, 03	Dec 31, 04	Dec 31, 05	Dec 31, 06	Dec 31, 07	Dec 31, 08	Dec 31, 09	Dec 31, 10	Dec 31, 11	Dec 31, 12	Dec 31, 13	Dec 31, 14	Dec 31, 15	Dec 31, 16	Dec 31, 17	Dec 31, 18	Nov 19, 19
<b>Accounts Payable</b>																		
Accounts Payable	0.00	3,802.51	0.00	7,729.36	221.03	2,817.50	784.93	807.63	6,059.07	4,978.22	6,104.25	18,428.35	7,956.26	5,555.77	9,352.35	9,349.34	21,926.73	21,926.73
<b>Total Accounts Payable</b>	0.00	3,802.51	0.00	7,729.36	221.03	2,817.50	784.93	807.63	6,059.07	4,978.22	6,104.25	18,428.35	7,956.26	5,555.77	9,352.35	9,349.34	21,926.73	21,926.73
<b>Credit Cards</b>																		
American Express #31002	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,393.53	0.00	0.00
<b>Total Credit Cards</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,393.53	0.00	0.00
<b>Other Current Liabilities</b>																		
<b>Last Month Rent</b>																		
Cherry Street	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,395.00	1,395.00	1,395.00	1,395.00	0.00	0.00	0.00	0.00	0.00
<b>Total Last Month Rent</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,395.00	1,395.00	1,395.00	1,395.00	0.00	0.00	0.00	0.00	0.00
<b>Accrual</b>																		
Mortgage payment	0.00	0.00	0.00	0.00	9,814.76	11,842.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Accrual</b>	0.00	0.00	0.00	0.00	9,814.76	11,842.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Credit Cards</b>																		
Chase #3737	0.00	1,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Credit Cards</b>	0.00	1,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Due to GDA	0.00	642.98	642.98	642.98	642.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Notes Payable</b>																		
Gary Dragul	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,641.98	2,941.98	2,941.98	3,258.24	3,258.24	3,258.24
Notes Payable - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	0.00	0.00
<b>Total Notes Payable</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	100.00	100.00	1,741.98	3,041.98	3,041.98	3,258.24	3,258.24	3,258.24
<b>Prepaid Property Taxes</b>																		
Newport	0.00	0.00	0.00	0.00	1,286.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Forest Home	0.00	183.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Marion House	0.00	444.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
St. Paul House	0.00	750.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Prepaid Property Taxes</b>	0.00	1,378.78	0.00	0.00	1,286.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Prepaid Rent</b>																		
Cherry St.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,360.00	0.00	0.00	0.00
Prepaid Rent - Other	0.00	0.00	0.00	0.00	0.00	668.75	3,423.75	668.75	1,395.00	0.00	0.00	0.00	4,760.00	0.00	0.00	0.00	0.00	0.00
<b>Total Prepaid Rent</b>	0.00	0.00	0.00	0.00	0.00	668.75	3,423.75	668.75	1,395.00	0.00	0.00	0.00	4,760.00	0.00	1,360.00	0.00	0.00	0.00
<b>Security Deposit</b>																		
Harrison House	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	0.00	0.00
Bellaire	0.00	0.00	0.00	0.00	1,245.00	1,245.00	1,295.00	1,295.00	1,250.00	1,395.00	1,395.00	1,395.00	1,395.00	1,395.00	1,395.00	1,395.00	0.00	0.00
Cherry Street	0.00	0.00	0.00	0.00	1,800.00	2,400.00	1,475.00	0.00	1,795.00	1,795.00	1,795.00	1,795.00	1,795.00	0.00	2,200.00	2,200.00	0.00	0.00
Forest Rental	0.00	1,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Garfield house	0.00	0.00	0.00	1,245.00	1,245.00	1,245.00	1,245.00	0.00	2,100.00	2,100.00	2,100.00	1,895.00	1,525.00	0.00	0.00	0.00	0.00	0.00
Gaylord house	0.00	0.00	0.00	1,293.00	1,293.00	1,293.00	1,293.00	1,293.00	1,293.00	1,293.00	1,293.00	1,293.00	1,293.00	0.00	0.00	0.00	0.00	0.00
Marion Street Rental	0.00	0.00	1,950.00	1,950.00	1,950.00	1,450.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Newport house	0.00	0.00	0.00	0.00	0.00	1,750.00	1,750.00	1,750.00	2,045.00	2,045.00	2,045.00	2,045.00	2,045.00	2,045.00	2,100.00	2,100.00	2,100.00	2,100.00
Oneida house	0.00	0.00	0.00	0.00	0.00	1,345.00	1,345.00	1,345.00	1,345.00	1,345.00	1,345.00	1,345.00	1,345.00	1,345.00	1,345.00	1,345.00	2,550.00	2,550.00
South St. Paul	0.00	1,300.00	0.00	0.00	1,100.00	1,100.00	1,100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Security Deposit - Other	0.00	0.00	0.00	3,240.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Security Deposit</b>	0.00	3,100.00	1,950.00	7,728.00	8,833.00	12,328.00	10,953.00	5,683.00	9,828.00	9,973.00	13,473.00	13,268.00	11,605.00	8,285.00	10,540.00	10,540.00	4,650.00	4,650.00
<b>Total Other Current Liabilities</b>	0.00	6,621.76	2,592.98	8,370.98	20,376.74	24,838.97	14,376.75	6,351.75	11,223.00	11,468.00	14,968.00	14,763.00	19,501.98	11,326.98	14,941.98	113,898.24	7,908.24	7,908.24
<b>Total Current Liabilities</b>	0.00	10,424.27	2,592.98	16,100.34	20,597.77	27,656.47	15,161.68	7,159.38	17,282.07	16,446.22	21,072.25	33,191.35	27,458.24	16,882.75	24,294.33	132,641.11	29,834.97	29,834.97
<b>Long Term Liabilities</b>																		
<b>Mortgage</b>																		
Bellaire house	0.00	0.00	0.00	250,549.42	248,024.04	245,308.36	242,639.56	239,518.07	236,161.32	232,551.58	228,669.81	224,392.25	222,295.57	210,975.41	199,126.20	186,153.55	-1,053.56	-1,053.56
Cherry Street	0.00	0.00	0.00	297,839.68	294,860.49	291,378.99	288,211.20	284,505.96	280,521.30	276,236.18	271,546.46	266,460.10	263,557.99	250,136.56	236,185.69	221,684.55	216,724.81	216,724.81
Forest Home	0.00	206,604.27	189,364.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Garfield Street	0.00	0.00	0.00	259,157.39	256,504.72	253,643.39	250,851.61	247,592.01	244,093.16	240,345.36	236,314.02	231,899.42	227,171.89	0.00	0.00	0.00	0.00	0.00
Gaylord - 1st	0.00	0.00	0.00	252,400.88	249,163.11	245,721.37	242,376.27	238,429.43	234,154.97	229,688.39	225,019.76	219,977.18	214,696.76	0.00	0.00	0.00	0.00	0.00
Gaylord - 2nd	0.00	0.00	0.00	31,269.77	30,777.27	30,079.32	28,022.39	27,224.28	26,971.89	26,401.34	25,540.70	24,986.31	24,380.23	0.00	0.00	0.00	0.00	0.00
Marion	0.00	284,664.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Marion Refinance	0.00	0.00	276,203.79	261,778.65	247,622.13	232,738.93	218,425.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Newport	0.00	0.00	0.00	0.00	217,125.00	215,059.96	212,654.14	210,063.22	207,302.85	204,346.61	201,180.61	197,789.94	194,063.16	190,188.66	186,018.22	181,551.66	177,599.84	177,599.84
Newport LOC	0.00	0.00	0.00	0.00	43,425.00	42,600.08	39,159.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Oneida	0.00	0.00	0.00	0.00	0.00	207,451.53	205,617.85	203,468.78	200,849.75	198,194.51	195,481.16	192,557.19	188,012.69	181,980.90	176,031.81	170,213.55	165,531.48	165,531.48
Oneida 2nd	0.00	0.00	0.00	0.00	0.00	24,921.42	21,586.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
South St. Paul	0.00	248,238.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
South St. Paul Refinance	0.00	0.00	240,870.00	227,735.81	214,489.75	201,606.94	189,216.30	189,216.30	189,216.30	189,216.30	189,216.30	189,216.30	189,216.30	189,216.30	189,216.30	189,216.30	189,216.30	189,216.30
Storage Unit	0.00	0.00	38,440.00	32,618.53	25,304.69	17,454.52	44,057.76	34,907.41	25,170.42	14,703.76	3,654.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Mortgage</b>	0.00</																	

**SSC 02, LLC**  
**Balance Sheet**  
As of November 19, 2019

	<u>Dec 31, 02</u>	<u>Dec 31, 03</u>	<u>Dec 31, 04</u>	<u>Dec 31, 05</u>	<u>Dec 31, 06</u>	<u>Dec 31, 07</u>	<u>Dec 31, 08</u>	<u>Dec 31, 09</u>	<u>Dec 31, 10</u>	<u>Dec 31, 11</u>	<u>Dec 31, 12</u>	<u>Dec 31, 13</u>	<u>Dec 31, 14</u>	<u>Dec 31, 15</u>	<u>Dec 31, 16</u>	<u>Dec 31, 17</u>	<u>Dec 31, 18</u>	<u>Nov 19, 19</u>
Gary Dragul	435.00	435.00	434.03	153,569.11	264,641.11	463,062.21	593,562.21	540,637.31	639,737.31	733,672.31	809,428.31	846,384.34	903,327.00	580,935.90	603,877.10	535,052.03	540,956.30	540,956.30
Samuel Dragul	14,522.00	81,076.68	119,025.68	119,025.68	134,861.10	144,865.10	175,569.10	171,906.10	187,910.10	222,414.10	218,418.10	214,422.10	216,839.43	179,843.43	175,847.43	172,184.43	170,519.43	170,519.43
Spencer Dragul	14,521.00	70,396.69	105,339.69	105,339.69	116,975.11	122,979.11	147,283.11	143,620.11	159,624.11	188,628.11	184,632.11	180,303.11	183,053.11	179,056.45	175,060.45	171,064.45	169,732.45	169,732.45
Total Partners	44,000.00	214,115.05	319,946.08	473,081.16	619,859.42	838,292.52	1,043,804.52	979,890.62	1,127,002.62	1,308,949.62	1,372,717.62	1,397,352.65	1,481,879.65	1,094,499.23	1,105,452.43	1,024,972.36	1,026,547.63	1,026,547.63
Retained Earnings	0.00	926.66	-25,117.05	-78,477.29	-218,788.24	-315,145.13	-462,275.64	-594,585.87	-636,394.20	-811,240.69	-931,215.99	-1,074,815.84	-1,253,742.65	-1,210,226.53	-1,267,398.29	-1,259,083.43	-1,247,810.84	-1,489,275.95
Net Income	926.66	-26,043.71	-53,360.24	-140,310.95	-96,356.89	-76,611.51	-132,310.23	-41,808.33	-174,846.49	-119,975.30	-143,599.85	-178,926.81	43,516.12	-57,171.76	8,314.86	11,272.79	-241,465.31	0.00
Total Equity	44,926.67	188,998.01	241,468.80	254,292.93	304,714.30	446,535.89	449,218.66	343,496.43	315,761.94	377,733.64	297,901.79	143,810.01	251,653.13	-172,899.05	-153,630.99	-222,838.27	-462,728.31	-462,728.31
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>44,926.67</b>	<b>938,929.40</b>	<b>989,940.48</b>	<b>1,883,743.40</b>	<b>2,152,608.27</b>	<b>2,482,157.17</b>	<b>2,447,198.15</b>	<b>1,836,364.97</b>	<b>1,768,269.67</b>	<b>1,816,647.99</b>	<b>1,706,380.73</b>	<b>1,534,863.75</b>	<b>1,613,309.66</b>	<b>677,265.43</b>	<b>668,025.26</b>	<b>669,406.15</b>	<b>125,909.23</b>	<b>125,909.23</b>

**VEHICLES CURRENTLY OWNED BY DRAGUL**

<b>Year</b>	<b>Vehicle</b>	<b>Title Name</b>	<b>Amount Paid from GDA Real Estate Services</b>
2018	Toyota Tundra	Gary Dragul	
2017	Chevy Tahoe	Gary Dragul	
2002	RV	Gary Dragul	
1997	Land Rover	Gary Dragul	
	Honda ATV	Gary Dragul	
2016	Land Rover	Shelly Dragul	\$15,482.25
2012	Land Rover	Shelly Dragul	\$54,345.33

PREVIOUSLY OWNED VEHICLES

<b>Year</b>	<b>Vehicle</b>	<b>Title Name</b>
2018	Dodge Ram	Shelly Dragul
2013	Land Rover	Shelly Dragul
2010	Mercedes	Gary Dragul
2007	Chevy	Gary Dragul
2007	Chevy	Shelly Dragul
2006	Mini Cooper	MC Liquor
2000	Range Rover	Shelly Dragul
1997	Land Rover	Gary Dragul



## GARY AND SHELLY DRAGUL PERSONAL ITEMS\*\*

DESCRIPTION	Value *	Loan Amount (Estimate)	Dragul Value
<b>Automobiles</b>			
1997 Land Rover - Gary Dragul	85,000.00	97,000.00	(12,000.00)
2012 Land Rover - Shelly Dragul	10,000.00	-	10,000.00
2017 Chevy Tahoe - Gary Dragul	46,500.00	44,560.00	1,940.00
2017 Land Rover - Shelly Dragul	42,000.00	36,415.00	5,585.00
2018 Toyota Tundra - Gary Dragul	48,000.00	72,000.00	(24,000.00)
Honda ATV - Gary Dragul	2,000.00	-	2,000.00
2002 RV - Gary Dragul	145,000.00	222,500.00	(77,500.00)
<b>Bank Account, Stocks and IRA</b>			
Gary Dragul Bank Account at Chase	-	-	-
Shelly Dragul - IRA	21,000.00	-	21,000.00
Gary Dragul - IRA, Stocks and Bonds	-	-	-
<b>Collectibles</b>			
Art Work	30,000.00	-	30,000.00
Sports Memorabilia	62,000.00	-	62,000.00
Dr. Dragul's History Memorabilia	35,000.00	-	35,000.00
Miscellaneous Memorabilia	10,000.00	-	10,000.00
<b>Jewelry</b>			
Watches - 6 watches at \$400/each	2,400.00	-	2,400.00
Miscellaneous Jewelry	25,000.00	-	25,000.00
<b>Household Items</b>			
Bikes - 2 at \$1,000 each	2,000.00	-	2,000.00
Golf Clubs - one set	500.00	-	500.00
Gym Equipment	10,000.00	-	10,000.00
Pool Table	4,000.00	-	4,000.00
Yamaha Piano	24,900.00	-	24,900.00
Miscellaneous Household Items	10,000.00	-	10,000.00
<b>MC Liquor 02, LLC</b>			
Current Inventory Value	545,290.23	-	545,290.23
American Express Loan on Inventory	-	551,200.00	(551,200.00)
Outstanding Inventory Payables	-	260,374.38	(260,374.38)
<b>Total</b>	<b>1,160,590.23</b>	<b>1,284,049.38</b>	<b>(123,459.15)</b>

\* The value set forth herein is merely an estimate, therefore the actual value of any listed assets may differ from the value set forth above.

\*\*The above is to the best of our knowledge without investigation.

	Apple Watch	2	
	Tag Heuer Watch	3	
	Locman Watch	1	
	Baume & Mercier Watch	1	
	Ties (approximately)	15	
	Hockey Jersey (approximately)	8	
	Hats (approximately)	15	
	Tule Car Rack	1	
	Golf Clubs	1	
	Guitar signed by Jimmy Buffett		
	Bottle of Louis XIV Brandy	1	
	Fireball	1	
	Assorted Wine	26	
	iPad	1	
<b>Sports Memorabilia</b>	Baseball Bat	18	
	Baseballs	25	
	Stanley Cup Ticket from 2001	1	18
	Dave Reid signed picture from 2001 Stanley cup run to Spencer	1	18
	Eric Young signed Jersey from first Rockies game	1	
	Patrick Roy signed hockey stick	1	
	Signed baseball (approximately)	6	
	Tiger Woods Signed Photo	1	
	Stanley Cup Memorabilia and Photo Display	1	
	The Evolution of Hockey picture	1	
	Peekaboo Street signed Picture/Ticket to Spencer	1	
	Earl Boykins Jersey	1	
	David Reid signed Jersey	1	
	Terrel Davis signed Jersey	1	
	Colorado Avalanche signed Jersey	1	
	Mickey Mantel signed Glove and Ball	1	
	Colorado Avalanche Stanley Cup ticket display with signature	1	
	Broncos Stadium artwork	1	
	Louisville Slugger Advertisement	2	
	Colorado Avalanche signed Hockey Stick from 1999-2000 season	1	
	Dan Issle and Alex English signed Basketball	1	
	Colorado Broncos Ticket Display	1	
	John Elway Signed Photo	1	
	Tony Romo signed Football to Charli	1	
	Payton Manning Football	2	
		CARS	
	2016 Land Rover		
	97 Land Rover		
	2017 Tahoe		
	2018 Toyota Tundra		