

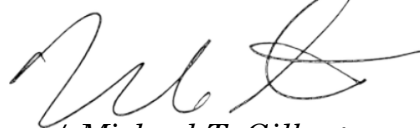
<p>DISTRICT COURT, DENVER COUNTY, STATE OF COLORADO  Denver District Court  1437 Bannock St.  Denver, CO 80202  303.606.2433</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p><b>Plaintiff:</b> Tung Chan, Securities Commissioner for the State of Colorado</p> <p>v.</p> <p><b>Defendants:</b> 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 1900  Denver, Colorado 80202  Phone Number: (303) 534-4499  pvellone@allen-vellone.com  mgilbert@allen-vellone.com  rsternlieb@allen-vellone.com</p>	<p>Case No.: 2018CV33011  Division/Courtroom: 424</p>
<p style="text-align: center;"><b>NOTICE OF SUPPLEMENTAL EXHIBIT FOR JULY 30, 2020 HEARING</b></p>	

Harvey Sender, the duly-appointed receiver (“Receiver”) for Gary Dragul, GDA Real Estate Services, LLC and GDA Real Estate Management, LLC by and through undersigned counsel hereby supplements the attached document as **Exhibit 25** to Receiver’s Motion for Turnover vs. Alan C. Fox and ACF Property Management, Inc. which has been set for hearing on July 30, 2020.

The Receiver would normally introduce the attached supplemental exhibit in person, at the hearing, providing the Court and opposing counsel with hard copies. However, due to concerns relating to the COVID-19 pandemic and in light of the Court's recent Standing Order concerning in-person hearings, the Receiver is submitting the supplemental exhibit electronically in advance of the hearing.

Dated: July 29, 2020.

ALLEN VELLONE WOLF HELFRICH & FACTOR P.C.



By: s/ Michael T. Gilbert

Patrick D. Vellone, #15284  
Rachel A. Sternlieb, #51404  
Michael T. Gilbert, #15009  
1600 Stout Street, Suite 1900  
Denver, Colorado 80202  
Tel: (303) 534-4499  
pvellone@allen-vellone.com  
rsternlieb@allen-vellone.com  
mgilbert@allen-vellone.com

ATTORNEYS FOR THE RECEIVER

**CERTIFICATE OF SERVICE**

I hereby certify that on July 29, 2020, a true and correct copy of the foregoing was filed and served via the Colorado Courts E-Filing system and/or electronic mail to the following:

Paul L. Vorndran  
Christopher S. Mills  
Jones Keller, P.C.  
1999 Broadway Street  
Suite 3150  
Denver, CO 80202  
pvorndran@joneskeller.com  
pmills@joneskeller.com

***Counsel for Defendant, Gary Dragul***

Lucas T. Ritchie  
Eric B. Liebman  
Joyce C. Williams  
Moye White LLP  
1400 16th Street, 6th Floor  
Denver, CO 80202-1486  
Luke.Ritchie@moyewhite.com  
Eric.Liebman@moyewhite.com  
Joyce.Williams@moyewhite.com

And

Robert W. Finke  
Janna K. Fischer  
Ralph L. Carr Judicial Building  
1300 Broadway, 8th Floor  
Denver, Colorado 80203  
E-mail: robert.finke@coag.gov  
E-mail: janna.fischer@coag.gov

***Counsel for Plaintiff, David Cheval,  
Acting Securities Commissioner***

Gary S. Lincenberg  
Sharon Ben-Shahar Mayer  
Bird, Marella, Boxer, Wolpert, Nessim, Drooks,  
Lincenberg & Rhow, P.C.  
1875 Century Park East  
Twenty-Third Floor  
Los Angeles, CA 90067  
glincenberg@birdmarella.com  
smayer@birdmarella.com  
***Counsel for Defendants, Alan C. Fox and  
ACF Property Management, Inc.***

s/ Salowa Khan

Allen Vellone Wolf Helfrich & Factor P.C.

*In accordance with C.R.C.P. 121 § 1-26(7), a printed copy of this document with original signatures is being maintained by the filing party and will be made available for inspection by other parties or the Court upon request.*

**From:** [Alan C. Fox](#)  
**To:** [garyjdragul@gmail.com](mailto:garyjdragul@gmail.com)  
**Cc:** [Lauren Hunsaker](#)  
**Subject:** SSC 02  
**Date:** Monday, July 22, 2019 11:13:56 AM  
**Attachments:** [image002.png](#)

---

I can buy out the small interests in College Marketplace, Fenton Commons, and Kenwood Plaza for \$60,000. I would need copies of Operating Agreement and whatever else you have to prove that this was an investment for your three children, and that neither you or Shelly do not and never have had an equity interest in this entity.

Thanks.

Alan

FOx Image



New York Times Bestselling Author of the People Tools Series

[Benji & The 24 Pound Banana Squash Available October 16<sup>th</sup>, 2017!](#)

[alancfox.com](http://alancfox.com)

**To:** 'Susan Markusch'[smarkusch96@gmail.com]; garyjdragul@gmail.com[garyjdragul@gmail.com]  
**Cc:** Alan C. Fox[Alan@acfpm.com]  
**From:** Lauren Hunsaker  
**Sent:** Tue 7/23/2019 6:03:55 PM  
**Importance:** Normal  
**Subject:** RE: SSC 02, LLC  
**MAIL\_RECEIVED:** Tue 7/23/2019 6:03:00 PM  
[SSC 02- Multi.pdf](#)

Susan and Gary,

Attached is a Membership Interest Purchase, Assignment and Assumption Agreement and Release in connection with SSC 02, LLC selling its interests in College Marketplace, Fenton Commons and Kenwood Pavilion to Alan for \$60,000 effective July 1, 2019. Please print two copies of the agreement and have Shelly initial and sign. Please have a notary acknowledge her signature. The two originals should be mailed to our office at the address below. We will send payment upon receipt of the original agreements.

Please let me know if you have any questions.

Thanks,

**Lauren Hunsaker**

**Executive Assistant**

**ACF PROPERTY MANAGEMENT, INC.**

12411 Ventura Boulevard

Studio City, CA 91604

818-505-6777 x384

**From:** Susan Markusch [mailto:smarkusch96@gmail.com]

**Sent:** Tuesday, July 23, 2019 10:17 AM

**To:** Alan C. Fox <Alan@acfpm.com>; Lauren Hunsaker <Lauren@acfpm.com>

**Subject:** SSC 02, LLC

Dear Alan and Lauren:

Please find attached The Articles of Amendment filed with the State of Colorado that states Shelly R. Dragul is the manager of SSC 02, LLC.

Also, the wire instructions for SSC 02, LLC are below:

Academy Bank

10900 East Briarwood Avenue

Centennial, CO 80112

ABA :# 107001481

SSC 02, LLC

8480 East Orchard Road, Suite 6500

Greenwood Village, CO 80111

Acct : 9202997536

Thank you,

Susan Markusch

303-929-4321

**MEMBERSHIP INTEREST PURCHASE, ASSIGNMENT AND ASSUMPTION  
AGREEMENT AND RELEASE**

This Membership Interest Purchase, Assignment and Assumption Agreement and Release (this "Agreement") dated as of July 1, 2019 (the "Effective Date"), is made by and between **SSC 02, LLC** ("Assignor") and **The Alan C. Fox Revocable Trust dated December 2, 1999** ("Assignee").

**RECITALS**

- A. Assignor previously purchased a **0.115%** member interest (the "Interests") in **College Marketplace 16, LLC**, an Arkansas limited liability company, a **0.221%** member interest in **Fenton Commons 16, LLC**, a Colorado limited liability company, and a **0.581%** member interest in **Kenwood Pavilion 14 A, LLC**, a Delaware limited liability company (the "Companies").
- B. The Companies are governed pursuant to those certain Operating Agreements of College Marketplace 16, LLC, dated May 16, 2016, Fenton Commons 16, LLC, dated March 11, 2016, and Kenwood Pavilion 14 A, LLC, dated July 23, 2014 (the "Operating Agreements").
- C. Assignor wishes to sell, assign, transfer and convey the Interests to Assignee, and Assignee wishes to purchase the Interests and assume the obligations associated with the Interests, subject to the terms and conditions of this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises, the respective representations, warranties, covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

**1. PURCHASE AND SALE OF THE INTEREST**

**1.1 Sale and Assignment of Interest.** On and subject to the terms and conditions of this Agreement, Assignor hereby sells, transfers, conveys and assigns to Assignee, and Assignee here by purchases from Assignor, the Interests for the consideration specified in Section 1.2.

**1.2 Purchase Price.** The aggregate purchase price for the Interests (the "Purchase Price") to be tendered by Assignee on or before **July 31, 2019**, following the execution and delivery of this Agreement by the parties is **\$60,000.00** (Sixty Thousand and no/100 Dollars).

**2. ASSIGNMENT AND ASSUMPTION**

**2.1 Effect of Transfer and Withdrawal.** As of the Effective Date, any and all capital accounts of Assignor in respect of the Interest shall be transferred to Assignee. The portion of the profits and losses of Assignor and portions of all other items of income, gain, loss, deduction and credit allocable to the Interest shall be credited or charged for the period from and after the

Effective Date, as the case may be, to Assignee and not to Assignor. Assignee shall be entitled to all distributions or payments in respect of the Interest made on or after the Effective Date, regardless of the source of those distributions or payments or when the same was earned or received by Assignee. Assignee hereby assumes and shall be responsible for all liabilities and obligations (including all capital contributions) in respect of the Interest after the Effective Date.

**2.2 Continuation of the Company.** Assignor, Assignee and the Companies agree that: (a) neither the sale, transfer, conveyance or assignment of the Interest, nor Assignor's dissociation as a member of the Companies in respect of the Interests, as provided in this Agreement will dissolve the Companies; and (b) the Companies shall continue to exist as a limited liability companies under the Laws (as defined below) of the State of its organization.

### 3. REPRESENTATIONS AND WARRANTIES

**3.1 Representations and Warranties of Assignor.** Assignor represents and warrants to Assignee that the statements contained in this Sections 3.2 to 3.6 are true, correct and complete as of the Effective Date.

**3.2 The Interests.** Assignor holds of record and owns beneficially the Interest, free and clear of any lien, claim or encumbrance (an "Encumbrance") (other than restrictions on transfer under the Operating Agreement, the Securities Act of 1933, as amended, or state securities laws). Assignor is not a party to any Contract (as defined below) (other than this Agreement and the Operating Agreement) that could require Assignor to sell, transfer, or otherwise dispose of any ownership interest in the Interest. Assignor is not a party to any other Contract with respect to any ownership interest in the Interest.

**3.2 Capacity and Enforceability.** Assignor has the relevant capacity necessary to execute and deliver this Agreement and to perform and consummate the transactions contemplated hereby (the "Transaction"). Assignor has taken all action necessary to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the Transaction. This Agreement has been duly executed and delivered by Assignor, and is enforceable against Assignor in accordance with its terms except as such enforceability may be subject to the effects of bankruptcy, insolvency, reorganization, moratorium or other Laws (as defined below) relating to or affecting rights of creditors and general principles of equity.

**3.3 No Violation; Necessary Approvals.** The execution and delivery by Assignor of this Agreement, the performance of Assignor hereunder, and the consummation of the Transaction by Assignor: (i) will not with or without notice or lapse of time, constitute, create or result in a breach or violation of, default under loss of benefit or right under or acceleration of performance of any obligation required under any (A) law (statutory, common or otherwise), constitution, ordinance, rule, regulation, executive order or other similar authority ("Law") enacted, adopted, promulgated or applied by any legislature, agency, bureau, branch, department, division, commission, court, tribunal or other similar recognized organization or body of any federal state, county, municipal, local or foreign government or other similar recognized organization or body exercising similar power or authority (a "Governmental Body"), (B) order, ruling, decisions, award, judgment, injunction ("Order") or similar determination or finding by, before or under the supervision of any Governmental Body or arbitrator, (C) contract, agreement, arrangement,



commitment, instrument, document or similar understanding (whether written or oral) ("Contract") or permit, license, certificate, waiver, notice and similar authorization ("Permit") to which, in the case of (A), (B) or (C), Assignor is a party or by which it is bound or any of its assets are subject; (ii) does not result in the imposition of any Encumbrance upon the assets owned by Assignor; (iii) does not require any consent under any Contract to which Assignor is a party or by which it is bound or any of its assets are subject; (iv) does not require any Permit under any Law or Order other than notifications or other filings with state or federal regulatory agencies after the Closing that are necessary or convenient and do not require approval of the agency as a condition of the validity of the Transaction; and (v) does not violate any rights of first refusal, preferential purchase or similar rights with respect to the Interest.

**3.4 Brokers' Fees.** Assignor has no liability or obligation to pay any compensation to any broker, finder or agent with respect to this Transaction for which Assignee could become directly or indirectly liable.

**3.5 Operating Agreement.** Assignor is not in breach of any of the terms of the Operating Agreement.

**3.6 No Reliance.** Assignor has not been induced by or relied upon any representations, warranties or statements, whether express or implied, made by the Companies or Assignee or any of their affiliates, officers, directors, attorneys, employees, agents, consultants or other representatives that are not expressly set forth herein, whether or not any such representations, warranties or statements were made in writing or orally, and whether related to its initial acquisition or present transfer of the Interest.

**3.7 Representations and Warranties of Assignee.** Assignee represents and warrants to Assignor that the following statements contained in this Section 3.2 are correct and complete as of the Effective Date: Assignee has the relevant capacity necessary to execute and deliver this Agreement and to perform and consummate the Transaction. Assignee has taken all actions necessary to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the Transaction. This Agreement has been duly executed and delivered by Assignee, and is enforceable against Assignee in accordance with its terms except as such enforceability may be subject to the effects of bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting rights of creditors and general principles of equity.

#### 4. INDEMNIFICATION

**4.1 Indemnification.** Assignor agrees to indemnify and hold Assignee and its members, managers, officers, agents, attorneys, employees, representatives, affiliates and controlling persons harmless from and against any and all losses, damages, claims, obligations, assessments, liabilities or expenses of any nature whatsoever (including, without limitation, attorneys' fees and disbursements) which Assignee may incur, sustain or suffer, or which may be asserted against Assignee, due to or arising out of (in each case in whole or in part) (a) a breach of any representation, warranty or acknowledgement made by Assignor in this Agreement, or (b) any failure by Assignor to fulfill its covenants or agreements set forth herein. Assignor will also promptly reimburse each indemnified party for all expenses (including counsel fees and expenses) as they are incurred by such indemnified party in connection with investigating, preparing for,

defending, or providing evidence in, any pending or threatened claim or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the Companies or Assignee is a party to such claim or proceeding) or in enforcing this Agreement.

## 5. RELEASE


**5.1 Assignor Release.** Except for those obligations arising from this Agreement, Assignor, on behalf of itself/himself/herself and on behalf of each of its/his/her respective successors, assigns, managers, members, partners, directors, officers, employees, principals, attorneys, agents, representatives, insurers, heirs, beneficiaries, executors, administrators, trustees, spouse, children, relatives, affiliates, brokers, advisors, consultants, representatives and all persons or entities acting through or on behalf of each of them as well as their respective assigns ("Releasing Parties") agrees that upon receipt of the Purchase Price to release and forever discharge, to the fullest extent allowed by law, Assignee and its respective affiliates, officers, directors, employees, attorneys, insurers, heirs, beneficiaries, administrators, trustees, spouse, children, relatives, partners shareholders, members, managers, agents, consultants, brokers, advisors and representatives, as well as their respective successors and assigns ("Released Parties") from any and all claims, demands, obligations, rights, causes of action, losses, liens, costs or expenses, agreements, contracts, covenants, actions, suits, debts, attorneys' fees, damages, judgments, orders, and liabilities, of whatever kind or nature, whether known or unknown, in law or in equity or otherwise, whether foreseen or unforeseen, suspected or unsuspected, whether or not concealed or hidden, anticipated or unanticipated, certain or speculative, arising on or before the date hereof, which Assignor and/or Releasing Parties ever had, now has or hereafter can, shall or may have for, upon or by reason of any matter, cause, or thing whatsoever (collectively "Released Claims"), including, but not limited to those which are based upon, arise under or are related to (i) the purchase and ownership of the Interest by Assignor, (ii) this Agreement or the transaction contemplated hereby, (iii) any distributions in respect of the Interest, or (iv) any amount due or payable to Assignor pursuant to this Agreement or the Operating Agreement.

**5.2** The foregoing release provision shall survive the Closing or any termination of this Agreement. In connection with this release, Assignor on its own behalf and on behalf of the Releasing Parties, expressly waives any rights that it may have under Section 1542 of the California Civil Code which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR

and all similar provisions or rules of law. To the greatest extent permitted by law, Assignor on behalf of each of the Releasing Parties, by initialing this provision of the Agreement below, hereby agrees, represents and warrants that it/he/she realizes and acknowledges that factual matters now unknown to its/his/her may have given or may hereafter give rise to Released Claims released herein which are presently unknown, unanticipated and unsuspected, and further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization, and that Assignor on behalf of each of the Releasing Parties nevertheless intends

to release, discharge and acquit each of the Released Parties from any and all such unknown Released Claims.

  
\_\_\_\_\_  
Assignor's Initials

**5.3** Assignor represents and warrants that it/he/she holds the rights to the Released Claims and has not assigned, transferred or hypothecated the Interests. Assignor agrees that in the event that any claim, demand or suit shall be made or instituted against Assignee and/or Released Parties alleging that Assignor was not the holder of the rights to the Released Claims or because said claims have been assigned, transferred, or rescinded by Assignor or other individuals and entities, then Assignor shall indemnify, defend and hold harmless Assignee and/or Released Parties from and against any such claim, suit or demand.

## 6. MISCELLANEOUS

**6.1 Future Cooperation.** Assignor and Assignee agree to cooperate at all times from and after the Effective Date with respect to any of the matters described herein, and to execute such further documents as may be reasonably requested for the purpose of giving effect to, evidencing or giving notice of, the transactions evidence by this Agreement.

**6.2 Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

**6.3 Modification and Waiver.** No supplement, modification, waiver or termination of this Agreement or any provisions hereof shall be binding unless executed in writing by all parties hereto. No waiver of any of the provisions of this Assignment Agreement shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

**6.4 Governing Law and Consent to Jurisdiction.** This Agreement shall be governed by, and construed in accordance with, the substantive laws of the State of California. Assignor and Assignee irrevocably (a) agree that any suit, action or proceeding arising out of or relating to this Agreement shall be brought in the Courts of the United States of America located in the Central District of California or in a state court of record in Los Angeles County, California, (b) consent to the jurisdiction of each such court in any such suit, action or proceeding and (c) waive any objection which he/she/ it may have to the laying of venue of any such suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Assignor irrevocably consents to the service of any and all process in any such suit, action or proceeding by service of copies of such process to Assignor at its address provided below its signature hereto. Nothing in this Section 6.4, however, shall affect the right of Assignee to serve legal process in any other manner permitted by law or affect the right of Assignee to bring any suit, action or proceeding against Assignor or its property in the courts of any other jurisdictions.

**6.5 Attorneys' Fees.** If any action shall be instituted by either Assignor or Assignee for the enforcement or interpretation of any of its rights or remedies in or under this Agreement,

the prevailing party shall be paid by the losing party all reasonable costs incurred by the prevailing party in said action and any appeal therefrom, including reasonable attorneys' fees and court costs to be fixed by the court therein.

**6.6 Severability.** Assignor and Assignee hereto intend this Agreement to be severable. In the event that any provision, clause, sentence, section or other part of the Agreement is held to be invalid, illegal, inapplicable, unconstitutional, contrary to public policy, void or unenforceable in law to any person or circumstance, Assignor and Assignee hereto intend that the balance of the Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is held to be invalid, illegal, inapplicable, unconstitutional, contrary to public policy, void or unenforceable in law to any person or circumstance, Assignor and Assignee hereto shall undertake to negotiate in good faith to modify this Agreement so as to give effect its purpose as closely and as fully as possible in an acceptable manner to all parties hereto.

**6.7 Confidentiality.** Assignor and Assignee agree that they shall maintain in confidence the terms and conditions of the Agreement Transaction, and the compromise and settlement effected hereby. The parties may only disclose that "they have amicably resolved all matters between them.: No disclosure of the Agreement, Transaction, or the compromise and settlement effected hereby, shall be made by the parties to any person or entity, *except* disclosures in proceedings to enforce or otherwise related to this Agreement, or if compelled in judicial or other legal process (including, without limitation, disclosures required by the Securities Exchange Commission) or in the connection with the filing of tax returns and disclosures for legitimate business purposes on a need-to-know basis to the parties' attorneys, accountants, investors, officers, directors, members, employees, and representatives. Prior to responding to any request or order by any court for disclosure of the Agreement, Transaction and/or the compromise and settlement effected thereby, the party to whom the request or order is directed shall promptly notify counsel for the other party or the other party of such request or order.

**6.8 Liquidated Damages.** The parties acknowledge and agree that any loss or damages likely to be incurred as a result of a violation of the confidentiality provision in Section 5.7 would be incapable of or difficult to precisely ascertain. The parties thus agree that \$100,000.00 should be paid for each violation and that such amount bears a reasonable relationship, and is not disproportionate to the probable loss likely to be incurred in connection with any such violation of such provision. The parties further agree that they have agreed to such amount in consideration of the uncertainty and cost of litigation regarding the question of actual damages.

**6.9 Compromise.** The parties agree that this Agreement is in compromise of disputes between them, and it shall not be considered as an admission of the truth or correctness of any allegation or claim against them, or of fault or liability by them, each party denying any fault or liability by such party.

**6.10 Full and Independent Knowledge.** Each of the parties represents that he/she/it has been represented by an attorney in connection with the Agreement and Transaction, and that he/she/it has carefully read and understands the scope and effect of each provision contained herein and therein. Each of the parties further represents that he/she/it does not rely and has not relied upon any representation or statement made by any other party or any of such party's

representatives with regard to the subject matter of this Agreement and the Transaction and has voluntarily entered into this Agreement, the Transaction, and the settlement effectuated thereby

**6.11 Entire Agreement.** This Agreement embody the entire agreement and understanding between Assignor and Assignee with respect to the sale contemplated hereby and supersede and cancel all prior applications, expressions of interest, commitments, agreements and understandings, whether oral or written, relating to the subject matter hereof, except as specifically agreed in writing to the contrary.

**6.12 Counterparts.** Any number of counterparts of this Agreement may be executed. Each counterpart will be deemed to be an original instrument, and all counterparts taken together will constitute one agreement. This Agreement may be executed by facsimile or other electronic transmission.

**6.13 Certain Interpretive Matters.** All pronouns used herein shall include the neuter, masculine or feminine. The headings contained in this Agreement are provided for convenience only and will not affect its construction or interpretation.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Membership Interest Purchase, Assignment and Assumption Agreement as of the Effective Date.

ASSIGNOR:

SSC 02, LLC

By: Shelly R. Dragul  
Shelly R. Dragul Manager

ASSIGNEE:

THE ALAN C. FOX REVOCABLE TRUST  
DATED DECEMBER 2, 1999

By: Alan C. Fox  
Alan C. Fox, Trustee

By signing below, ACF Property Management, Inc., as the Manager of the Companies, hereby consents to the Transaction described in this Agreement as of the date first written above.

MANAGER:

ACF PROPERTY MANAGEMENT, INC.,  
a California corporation

By: Alan C. Fox  
Alan C. Fox, President

State of Colorado

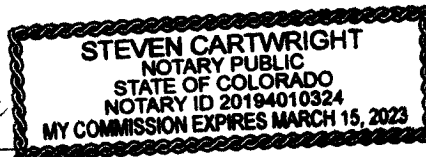
County of Arapahoe

This record was acknowledged before me on 07-23-2019 (date) by  
Shelly Dragul as Manager of SSC 02, LLC.

[Signature]

Notary Public

Title of Office: Personal Banker / Notary Public  
My commission expires: 03-15-2023



**To:** 'Susan Markusch'[smarkusch96@gmail.com]  
**From:** Lauren Hunsaker  
**Sent:** Wed 7/24/2019 7:47:22 PM  
**Importance:** Normal  
**Subject:** FW: SSC 02, LLC  
**MAIL\_RECEIVED:** Wed 7/24/2019 7:47:00 PM  
[Articles of Amendment.pdf](#)

The wire has been sent- FedRef 0724L2LFCK1C003259

Thanks,

**Lauren Hunsaker**

**Executive Assistant**

**ACF PROPERTY MANAGEMENT, INC.**  
12411 Ventura Boulevard

Studio City, CA 91604

818-505-6777 x384

**From:** Lauren Hunsaker  
**Sent:** Wednesday, July 24, 2019 12:36 PM  
**To:** 'Susan Markusch' <smarkusch96@gmail.com>  
**Subject:** FW: SSC 02, LLC

Hi Susan

I just left you a voicemail- would you please call me back to verbally confirm the below wire instructions?

Thanks,