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7 STEPHEN LAKE

8  
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **COUNTY OF SAN DIEGO – CENTRAL DIVISION**

11 AMY SHERLOCK, an individual and on  
behalf of her minor children, T.S. and S.S.,  
12 ANDREW FLORES, an individual,

13 Plaintiffs,

14 vs.

15 GINA M. AUSTIN, an individual; AUSTIN  
LEGAL GROUP, a professional corporation,  
16 LARRY GERACI, an individual, REBECCA  
BERRY, an individual; JESSICA  
17 MCELFFRESH, an individual; SALAM  
RAZUKI, an individual; NINUS MALAN, an  
18 individual; FINCH, THORTON, AND  
BARID, a limited liability partnership;  
19 ABHAY SCHWEITZER, an individual and  
dba TECHNE; JAMES (AKA JIM)  
20 BARTELL, an individual; NATALIE  
TRANG-MY NGUYEN, an individual,  
21 AARON MAGAGNA, an individual;  
BRADFORD HARCOURT, an individual;  
22 SHAWN MILLER, an individual; LOGAN  
STELLMACHER, an individual;  
23 EULENTIAS DUANE ALEXANDER, an  
individual; STEPHEN LAKE, an individual,  
24 ALLIED SPECTRUM, INC., a California  
corporation, PRODIGIOUS COLLECTIVES,  
25 LLC, a limited liability company, and DOES 1  
through 50, inclusive,

26 Defendants.  
27  
28

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego

**03/24/2023** at 02:46:00 PM

Clerk of the Superior Court  
By E- Filing, Deputy Clerk

Case No. **37-2021-00050889-CU-AT-CTL**

**DECLARATION OF STEPHEN LAKE IN  
SUPPORT OF DEFENDANT'S  
OPPOSITION TO PLAINTIFF'S  
APPLICATION FOR STAY OF ACTION**

**Hearing Date: April 7, 2023**  
**Hearing Time: 9:00 a.m.**

Case Filed: December 3, 2021  
Department: Dept. C-75  
Judge: Hon. James A. Mangione  
Trial Date: Not Set

1 DECLARATION OF STEPHEN LAKE

2 I, Stephen Lake, hereby declare as follows:

3 1. I, STEPHEN LAKE (“Defendant” or “LAKE”), am a defendant in this action. I am  
4 over the age of 18 and the following facts are of my own knowledge, except as to those matters  
5 herein stated to be upon information and belief, and as to those facts I am informed and believe them  
6 to be true. If called as a witness, I could and would testify competently thereto.

7 2. I am the brother-in-law of Plaintiff AMY SHERLOCK (“SHERLOCK”). I and  
8 SHERLOCK’s husband, Michael “Biker” Sherlock (“BIKER”), were long-time friends and  
9 companions. Thus, in or around June 2012, with BIKER’s business, Dregs Skateboards, was hit hard  
10 by the recession and began experiencing financial issues. This created stress on BIKER on many  
11 levels – on him personally and especially on his relationship with SHERLOCK. At the same time,  
12 the family observed BIKER becoming increasingly depressed and anxious. His prior abundance of  
13 confidence shrunk, he began having fainting spells and seizures, and became generally confused, all  
14 of which contributed to his inability to find meaningful employment. I believed, however, that  
15 BIKER was an entrepreneur at heart and, more importantly, was his friend and brother, so I stepped  
16 in to help.

17 3. On June 20, 2012, LAKE’s family trust loaned Biker Sherlock Enterprises, Inc.  
18 \$150,000 to purchase Chakra balance boards for a new business that BIKER was starting. The loan  
19 was secured by a promissory note that required monthly payments in the amount of \$3,041.46 for 48  
20 consecutive months. We never received a single payment. On March 14, 2013, I was presented a  
21 debtor settlement agreement from BIKER’s bankruptcy attorney whereby I ended up with 3,330  
22 balance boards as collateral for the money I loaned; those boards has no value to me. Because he  
23 was struggling through a difficult time and trying to earn back the respect of his wife, I honored his  
24 wish to keep the transaction between he and I. Attached hereto and incorporated by reference as  
25 **Exhibit “1”** is a true and correct copy of the Settlement Agreement, which contains a copy of the  
26 June 20, 2012 Promissory Note.

27 4. After BIKER’s business was shut down, he found himself unemployed and struggling  
28 to find a job in a difficult San Diego job market with a high cost of living. To help BIKER through

1 this difficult time, once again without telling anyone, I loaned him \$5,000 on three separate occasions  
2 so he could pay his bills and take care of his family.

### 3 The Ramona Property

4 5. Sometime toward the end of 2013, I was approached by BIKER, who indicated that  
5 he was made aware that San Diego was going to allow licensed medical marijuana stores to open in  
6 specified geographical locations. It was my impression that BIKER was extremely excited about the  
7 prospects of entering the industry and I was happy to see that old fire lit back up in my friend.

8 6. In July 2014, BIKER approached me about a property he was looking at in Ramona  
9 – 1210 Olive Street, Ramona, CA 92065 (“Ramona Property”). At first, I balked at the prospect of  
10 purchasing the Ramona Property. I eventually reconsidered. This was due not only to the fact that I  
11 wanted to help BIKER but because I became aware of another group that was interested in the  
12 Ramona Property spearheaded by Renny Bowden (“Bowden”). Because neither Bowden nor BIKER  
13 had the capital to purchase the Ramona Property and the prior owner was not interested in leasing  
14 the property, BIKER and Bowden approached me with the idea that I would purchase the Ramona  
15 Property, build it out, and then lease the property back to them as part of a larger business that they  
16 intended to pursue. Bowden and I had a longstanding friendship – he was my college roommate for  
17 8-10 months– and I found his potential involvement such an unlikely coincidence that it comforted  
18 me in my decision to move forward. As such, on or about January 8, 2015, I purchased the Ramon  
19 Property as my sole and separate property. Attached hereto and incorporated by reference as **Exhibit**  
20 **“2”** is a true and correct copy of the Ramona Property Grant Deed.

21 7. After closing, I contemplated with how to proceed. I was not then, nor have I ever  
22 been, involved in the marijuana industry. My discomfort with the industry coupled with my lack of  
23 knowledge fueled my decision to proceed as a landlord. At no point did BIKER ever have a financial  
24 interest in the Ramona Property and the Ramona Property was then, and remains to this day, in my  
25 name.

### 26 The Balboa Property

27 8. Prior to April 24, 2015, David Chadwick (“Chadwick”) formed Leading Edge Real  
28 Estate, LLC (“LERE”), for which he served as CEO. At some point unknown to me, Chadwick,

1 BIKER, BIKER's partner, Brad Harcourt ("Harcourt"), all partnered up to pursue the purchase of  
2 8863 Balboa Avenue, Unit E, San Diego, CA 92123 ("Balboa Property"). On or about June 30, 2015,  
3 Chadwick resigned as CEO of LERE, at which point BIKER, on information and belief, was  
4 appointed as CEO.

5 9. Chadwick's resignation occurred after several events pertinent to this dispute. On  
6 June 9, 2015, my wife and I through our family trust, the Lake Family Trust ("Trust") made a  
7 \$289,560.68 loan to LERE as a 3rd party deposit into escrow and as what was intended to be a two-  
8 week bridge loan. We only made the loan because of BIKER's involvement in LERE. The loan was  
9 memorialized via a promissory note. The loan was to be used to purchase 8863 Balboa Avenue, Unit  
10 E, San Diego, CA 92123 ("Balboa Property"). Notably, LAKE and BIKER had a clear, direct  
11 conversation of the importance of the loan being paid back in a timely manner; BIKER and his  
12 business partners, including Harcourt, agreed and pledged that if the loan were not timely paid back,  
13 the Balboa Property would be deeded to LAKE as payment with the intent that LAKE would sell the  
14 Balboa Property to recoup his investment. BIKER in particular, because of his prior history of  
15 obtaining loans from LAKE and failing to pay them back, was adamant in pledging the Balboa  
16 Property as collateral for LAKE's loan. Attached hereto and incorporated by reference as **Exhibit**  
17 **"3"** is a true and correct copy of the Pledge and Security Agreement and Promissory Note ("Balboa  
18 Loan").

19 10. There were immediate problems with the Balboa Property. One such problem had to  
20 do with the HOA at the premises, which had recently amended its governing documents to prohibit  
21 the operation of any marijuana dispensaries. On June 16, 2015, BIKER, Chadwick, and Harcourt  
22 received a legal opinion advising that any attempts to overturn this amendment would be very  
23 unlikely. Thus, BIKER and the others were unable to legally use the Balboa Property for its intended  
24 use. I was not made aware of this potential issue with the HOA, including the fact that the HOA had  
25 amended its CC&Rs to prohibit operation of dispensaries, at the time I made the Balboa Loan.

26 11. On September 9, 2015, the promissory note went into default. I discussed the default  
27 with both BIKER and Harcourt and made it clear that they needed to make good on the terms of the  
28 note and security agreement. I conveyed to both that I had no desire to be a part of the business and

1 simply wanted the loan proceeds repaid. BIKER and Harcourt pledged to follow through as they  
2 agreed. Given these reassurances, I allowed BIKER and Harcourt more time to procure financing to  
3 pay off the Balboa Loan.

4 12. Over the next several weeks, BIKER and Harcourt met with other potential investors  
5 to raise funds to pay off the Balboa Loan. They were unsuccessful. I became increasingly frustrated  
6 as their continued default on the Balboa Loan was beginning to cause me financial distress.  
7 Moreover, though BIKER was like family to me, he nevertheless had a history of failing to repay  
8 loans to me – like, for example, the Chakra loan. I communicated by concern to BIKER and reiterated  
9 that I was only trying to help him and never wanted to be a part of the business.

10 13. In or around early October 2015, BIKER and Harcourt determined that they could not  
11 find an investor and decided to try to secure funding to purchase the Balboa Property and the property  
12 went into escrow. However, by October 22 or 23, 2015, the Balboa fell out of escrow due to, on  
13 information and belief, BIKER’s and Harcourt’s inability to provide personal guarantees.

14 14. By October 26, 2015, BIKER and Harcourt still had not procured financing. I went  
15 to lunch with BIKER and Harcourt to discuss options as, again, I simply wanted to be repaid and  
16 wanted nothing to do with the business. The solutions offered by BIKER and Harcourt included: (1)  
17 to make me the managing member of LERE with 100% capital interest in the company and (2) to  
18 transfer the Balboa Property over to my company, High Sierra Equity LLC (“High Sierra”) in an  
19 effort to pay off the defaulted loan.

20 15. On November 18, 2015, I met with BIKER and Harcourt at Harcourt’s office in La  
21 Jolla, where we discussed the solutions presented by BIKER and Harcourt during our October 26,  
22 2015 meeting. I was hesitant to agree to the proposed arrangement but ultimately decided that this  
23 was better than receiving nothing on the Balboa Loan and, in cooperation with BIKER and Harcourt,  
24 we documented the transaction. We ultimately settled on an agreement that LERE would be  
25 cancelled and would quitclaim the Balboa Property over to High Sierra.

26 16. Immediately thereafter, BIKER, Harcourt, and I went to lunch, where I recall BIKER  
27 and Harcourt discussing that they intended to cancel their other LLCs and corporations that BIKER  
28 and Harcourt had established for the Balboa business venture since it had failed and cost Harcourt a

1 lot of money.

2 **BIKER's Passing**

3 17. On December 2, 2015, I called BIKER to check in, as I did frequently. After just a  
4 few minutes, I could tell he was having a tough morning and decided to meet up with him in person.  
5 When I arrived at BIKER's residence, I found Harcourt was there and that they were going over  
6 paperwork and signing documents, which I did not find unusual given that BIKER and Harcourt  
7 were business partners and had previously discussed during our November 18, 2015 meeting their  
8 intent to dissolve several business entities. To the best of my knowledge, BIKER intended to move  
9 forward with the arrangement he, Harcourt, and I agreed to on November 18, 2015 to dissolve LERE  
10 and quitclaim the Balboa Property to High Sierra as payment for the Balboa Loan.

11 18. On December 3, 2015, BIKER was found deceased with a gunshot wound to the head  
12 that was determined to be self-inflicted. To the best of my knowledge, BIKER's death was  
13 designated as a suicide and remains characterized as such to this day.

14 19. The next several days were a blur but it was "all hands on deck" at the SHERLOCK  
15 house to help clean, organize, and to find anything banking or insurance related with which to help  
16 the family.

17 20. On December 14, 2015, I met with SHERLOCK for coffee to discuss how to proceed  
18 with some of the outstanding business issues. We discussed the arrangement with the Balboa  
19 Property resulting in High Sierra taking the Balboa Property back as payment for the Balboa Loan.  
20 I recall SHERLOCK being happy that I was protected and able to keep the Balboa Property in the  
21 family. I reiterated to her, as I had BIKER, that outside of loaning the money and trying to understand  
22 the issues with the HOA in an effort to help my friends get their business off the ground and  
23 ultimately repay me, I was not a part of the business and never intended or wanted to be.

24 **Business Wind-Up After BIKER's Passing**

25 21. Starting around December 17, 2015, Harcourt contacted Edith Gutierrez at the City  
26 of San Diego to set up a meeting with he, me, and SHERLOCK to figure out how to proceed after  
27 BIKER's passing. I kept SHERLOCK apprised of these discussions. Notably, Ms. Gutierrez  
28 confirmed that the Balboa Conditional Use Permit ("CUP") had "already been approved and

1 recorded so nothing on the permit will change *as the permit runs with the land.*” Attached hereto  
2 and incorporated by reference as **Exhibit “4”** is a true and correct copy of the December 21, 2015  
3 Gutierrez e-mail.

4 22. I kept SHERLOCK apprised of the communications with Ms. Gutierrez and made  
5 efforts to put her in touch with Ms. Gutierrez to effectuate the transfer of the CUP to SHERLOCK  
6 as the “financially responsible party.” For example, on December 17, 2015, I reached out to  
7 SHERLOCK via text message to asked whether she had time to visit Edith at the city to “transfer the  
8 name on Balboa,” by which I meant transfer the name of the financially responsible party on the  
9 CUP from BIKER to SHERLOCK. On January 12, 2016, I reached out to Ms. Gutierrez asking for  
10 a good time for me and SHERLOCK to visit her “to change the account into her name.” I was  
11 working *with SHERLOCK* to transfer the CUP into *her* name. Attached hereto and incorporated by  
12 reference as **Exhibit “5”** is a true and correct copy of my texts with SHERLOCK.

13 23. At some point prior to December 24, 2015, Bowden, who was simply trying to help  
14 the family during the difficult time after BIKER’s passing and who stood to gain nothing from doing  
15 so, met with Ms. Gutierrez, who advised that SHERLOCK would need to provide a death certificate  
16 and marriage certificate in order to be named as a financially responsible party.

17 24. Throughout the course of 2016, I met with SHERLOCK on at least four separate  
18 occasions, each one lasting 2+ hours, to discuss everything that was going on, from life to any way  
19 I could help with the businesses. I did this because she is family and I cared about her deeply; despite  
20 her misguided and ill-informed lawsuit against me, I still do.

21 25. On April 13, 2016, Harcourt emailed me the details to finalize the quitclaim of the  
22 Balboa Property from LERE to High Sierra as we had agreed back in November 2015. Attached  
23 hereto and incorporated by reference as **Exhibit “6”** is a true and correct copy of the Grant Deed,  
24 which was recorded on April 14, 2016.

25 26. We – myself, SHERLOCK, and Harcourt – collectively made the decision not to fight  
26 with the Balboa HOA to try and overturn their Amended CC&Rs. We all, SHERLOCK included,  
27 decided that we did not want to risk any more of our money on fighting what felt like a losing battle,  
28 particularly given that I never wanted to be a part of the project in the first place and had no intent

1 of throwing any more money at it.

2 27. I vividly recall SHERLOCK agreeing and expressing her desire to “turn the chapter.”  
3 In particular, SHERLOCK has procured a \$1 million payout from BIKER’s life insurance policy and  
4 she was not willing to risk any of that money in furtherance of BIKER’s Balboa business venture.  
5 During this time, SHERLOCK expressed her hard feelings toward BIKER and indicated her desire  
6 to distance herself from his legacy. In fact, SHERLOCK referred to BIKER as a “lying, cheating,  
7 thief with no honor” and she was reluctant to give BIKER a legacy that was “false.” It was my  
8 understanding that this included any involvement with the Balboa Property or the project that BIKER  
9 had once been involved with. At the same time, SHERLOCK praised me and my wife Kelly as being  
10 “absolutely amazing” and expressing how “grateful” she was for us. Attached hereto and  
11 incorporated by reference as **Exhibit “7”** is a true and correct copy of a May 16, 2016 email sent by  
12 SHERLOCK that summarizes her disdain for BIKER, desire to distance herself from his legacy, and  
13 praising the support of me and Kelly.

14 28. Having no intention of having anything to do with the business, I resolved to sell the  
15 Balboa Property in an effort to recoup proceeds from the Balboa Loan. I am 100% certain that  
16 SHERLOCK was aware of my intent to sell the Balboa Property to recover all of the money I had  
17 invested through the Balboa Loan. In or around August 2016, the Balboa Property went into escrow  
18 for \$375,000. Escrow closed on September 19, 2016 and the funds were received.

19 29. I am not now, nor have I ever been, in the marijuana or cannabis business or industry.

20 30. I do not know Gina Austin, I have never been a client of Gina Austin or the Austin  
21 Legal Group, and I have never had any business dealings with Gina Austin or the Austin Legal  
22 Group. To the best of my knowledge, neither Gina Austin nor the Austin Legal Group had any  
23 interest in or affiliation with either the Balboa Property or the Ramona Property or the CUPs  
24 associated with either of those properties.

25 31. Other than my involvement as owner of the Ramona Property and lender, and  
26 subsequent owner of the Balboa Property after BIKER’s default, I had no involvement with the  
27 Lemon Grove Property or CUP nor the Federal Property or CUP.

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I declare, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct. Executed on March 24, 2023, in Encinitas, California.

*Stephen Lake*

\_\_\_\_\_  
STEPHEN LAKE

# *EXHIBIT 1*

## SETTLEMENT AGREEMENT

This Agreement is made as of March ~~14~~, 2013 ("Effective Date") by and between MICHAEL D. SHERLOCK, individually; BIKER SHERLOCK ENTERPRISES, INC. (dba B.S. ENTERPRISES, INC., a California corporation); and DREGS SKATEBOARDS (collectively "DEBTOR") and the LAKE FAMILY TRUST and STEVEN LAKE, individually (collectively "CREDITOR") in connection with the below product return Agreement. DEBTOR and CREDITOR are sometimes referred to herein collectively as "the Parties" and individually as "a Party."

### RECITALS

On or about June 20, 2012, DEBTOR entered into that certain Promissory Note in the amount of One Hundred Fifty Thousand dollars (\$150,000.00) made payable to CREDITOR (the "Note"), which is attached hereto and incorporated herein by this reference as Exhibit "A."

DEBTOR used the funding provided by the Note to acquire certain merchandise consisting of approximately 3,330 balance board products ("Balance Boards") that DEBTOR intended to sell to repay the Note.

DEBTOR's business failed due to a number of adverse financial factors and he is unable to satisfy the obligation under the Note.

### AGREEMENT

DEBTOR and CREDITOR have agreed that DEBTOR will transfer the Balance Boards to CREDITOR in full and complete satisfaction of any and all obligations to CREDITOR, including but not limited to the Note, and that both DEBTOR and CREDITOR will provide each other the full and complete release provided in this document, such release to be binding on its execution and delivery of product.

**General Release by CREDITOR.** CREDITOR, on behalf of himself, and his heirs, spouse, children, successors, assigns, and predecessors, hereby forever releases DEBTOR and their heirs, successors, predecessors, assigns, insurers, representatives, agents, and attorneys, from any and all claims, suits, petitions, and causes of action of any kind whatsoever, whether past or present, whether known or unknown, arising at any time from the beginning of time to the date of this Agreement, which CREDITOR has or might have against DEBTOR.

**Waiver of Civil Code Section 1542.** The foregoing general release shall remain effective even in the event of, and notwithstanding, the future discovery of facts which are now unknown or unanticipated, and are given notwithstanding California Civil Code section 1542, THE PROTECTIONS OF WHICH ARE HEREBY WAIVED by the Parties, but the language of which is nevertheless set forth below:

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

**Enforcement of Terms of Settlement.** All aspects of this Agreement shall be enforceable under Code of Civil Procedure section 664.6, notwithstanding the dismissal described in Section 1.2 above, and the court shall retain jurisdiction to so enforce this Settlement Agreement.

**Attorneys' Fees.** Each Party shall bear his/her own attorneys' fees and costs incurred in connection with this Agreement. However, in the event that any Party initiates legal proceedings (including but not limited to arbitration or judicial reference proceedings) for the enforcement or interpretation of this Agreement, then the prevailing Party in such proceedings shall be entitled to recover reasonable attorneys' fees and costs in addition to any other relief which might be awarded to such prevailing party.

**Further Assurances.** The Parties agree that they shall cooperate with one another to finalize and effectuate this Agreement. Such cooperation shall include, but not necessarily be limited to, the execution and delivery of documents and pleadings which are consistent with, and may be related to, this Agreement.

**Execution.** This Agreement may be executed in multiple counterparts and/or by the use of separate signature pages, each of which may be a facsimile or e-mail copy. Upon such execution, this Agreement shall have the same effect as if all signatories had signed the same signature page of the same original document.

**Acknowledgments.** In signing this Agreement, each signatory is representing and acknowledging that he/she/it (i) has read and understood it, including but not limited to the release provisions set forth above, (ii) has executed it voluntarily, and (iii) has had the opportunity to consult with an attorney of his/her/its own choice regarding the meaning and effect of this Agreement.

**No Admissions.** Neither the execution of, nor performance under, this Agreement shall constitute an admission of any kind by any person.

**Interpretation.** This Agreement shall be interpreted under California law and shall be construed as if all Parties contributed equally to its preparation.

**Successors and Assigns.** This Agreement, including but not limited to the release provisions set forth above, shall be binding upon, shall inure to the benefit of, the respective successors and assigns of the Parties.

**Integration; No Oral Modification.** This Agreement represents the complete and final agreement of the Parties as to the subject matter herein, and supersedes and merges any and all prior and contemporaneous negotiations, promises, and agreements. This Agreement may not be modified or amended orally, but may only be modified by a writing signed by both Parties.

Executed as of the date first set forth above.

MICHAEL D. SHERLOCK, individually

By: \_\_\_\_\_  
MICHAEL D. SHERLOCK

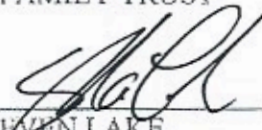
BIKER SHERLOCK ENTERPRISES, INC.  
(dba B.S. ENTERPRISES, INC., a California corporation)

By: \_\_\_\_\_  
MICHAEL D. SHERLOCK

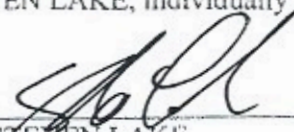
DREGS SKATEBOARDS

By: \_\_\_\_\_  
MICHAEL D. SHERLOCK

LAKE FAMILY TRUST

By:  \_\_\_\_\_  
STEVEN LAKE

STEVEN LAKE, individually

By:  \_\_\_\_\_  
STEVEN LAKE

Biker Sherlock Enterprises, Inc.  
A California Corporation

June 20, 2012

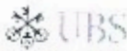
PROMISSORY NOTE

FOR VALUE RECEIVED, Biker Sherlock Enterprises, Inc. (dba B.S. Enterprises, Inc.) A California Corporation, promises to pay to the order of Lake Family Trust ("Lender") the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00), together with 8% interest on the unpaid balance, payable as follows: \$3,041.46 to be paid on the first day of every month beginning January 1<sup>st</sup> 2013, payable in full no later than December 1<sup>st</sup> 2017. This note may be prepaid, at any time, in whole or in part, without penalty. This note shall at the option of the holder hereof be immediately due and payable upon failure to make any payment due hereunder or for breach of any condition of any security interest, mortgage, pledge agreement or guaranty granted as collateral security for this note or upon the filing by any of the undersigned of an assignment for the benefit of creditors, bankruptcy, or for the relief under any provisions of the Bankruptcy Code; or by suffering an involuntary petition in bankruptcy or receivership not vacated within thirty days. In the event this Note shall be in default, and placed with an attorney for collection, then the undersigned agree to pay all reasonable attorney fees and costs of collection. The undersigned and all other parties to this Note, whether as endorsers, guarantors or sureties waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, modification, waiver, or other indulgence by any holder or upon the discharge or release of any obligor hereunder or to this Note, or upon the exchange, substitution, or release of any collateral granted as security for this Note. Signed and sealed under pains and penalties of perjury this 20 day of June, 2012.

*Michael Sherlock*

Michael Sherlock

STEPHEN A. LAKE TTEE  
KELLY KENTNER LAKE TTEE  
3537 DOVE HOLLOW RD  
FENCINITE, CA 95724-7241



UBS Financial Services Inc.

199

25 58/440

6/20/12

PAID TO THE ORDER OF Biker Sherlock Enterprises, Inc. \$ 150,000.00  
ONE HUNDRED FIFTY THOUSAND AND NO/100

Resource Management Account®  
800-752-1133  
30 Morgan Lane East, S.A.  
Columbus Ohio 43271

ABCDEFGHIJ KLMN PQRSTU VWXYZ

*[Signature]*

⑆044000804⑆ 8107500759⑆00199

# *EXHIBIT 2*

Recording Requested By:  
FIRST AMERICAN TITLE  
National Commercial Services

DOC# 2015-0008260



Jan 08, 2015 03:39 PM

OFFICIAL RECORDS  
Ernest J. Dronenburg, Jr.,  
SAN DIEGO COUNTY RECORDER  
FEES: \$1,113.90  
PCOR: YES

AND WHEN RECORDED MAIL TO:

Stephen Lake  
3537 Dove Hollow Road  
Encinitas, CA 92024

**MAIL TAX STATEMENT**

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: NCS-681407-SD

Escrow No.: 101-001814-RBG

**GRANT DEED**

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

**DOCUMENTARY TRANSFER TAX is \$1,098.90**

computed on full value of property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale.

Unincorporated area  City of Ramona **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**ED L. Construction Inc., a Nevada Corporation**

hereby GRANT(s) to: **Stephen Lake, a married man as his sole and separate property**

the real property in the County of San Diego, State of California, described as:

Parcel 2 in the County of San Diego, State of California, according to Map thereof No. 11022 of Parcel Maps, filed in the Office of the County Recorder of San Diego County, February 26, 1981.

AP#: 281-121-12-00

Also Known as: 1210 Olive Street, Ramona, CA 92065

DATED October 2, 2014

STATE OF CALIFORNIA

COUNTY OF **SAN DIEGO**

On **10/02/2014**

before me, **MONICA BROOKS**

A Notary Public personally appeared

**ROBERT MOORE**

ED L. Construction Inc., a Nevada Corporation

By:

*Robert Moore*  
Robert Moore, President

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.



Signature

*Monica Brooks*

(Seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:



# *EXHIBIT 3*

## PLEDGE AND SECURITY AGREEMENT

**PLEDGE AND SECURITY AGREEMENT** dated as of the 9th of June 2015, made by Leading Edge Real Estate, LLC, a California LLC, (the "Pledgor"), in favor of High Sierra Equity, LLC ("Lender").

### WITNESSETH:

That for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby agrees with the Lender as follows:

1) **Pledge and Grant of Security Interest.** As collateral security for all of the Obligations (as defined in Section 2 hereof), including the requirement of Pledgor to promptly purchase real estate known as 8863 Balboa Avenue, Suite E, San Diego, CA 92123. The Pledgor hereby pledges and assigns to the Lender, and grants to the Lender a continuing security interest in, the following (the "Pledged Collateral"):

- a) all of Pledgor's shares of outstanding capital stock (common and preferred) of Leading Edge Real Estate, LLC., a California LLC, (the "Pledged Shares"), the certificates representing the Pledged Shares, all options and other rights, contractual or otherwise, with respect thereto and all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Shares;
- b) all additional shares of stock of Leading Edge Real Estate, LLC, a California LLC, from time to time acquired by the Pledgor, the certificates representing such additional shares and all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such additional shares;
- (c) All proceeds of any and all of the foregoing;

in each case, whether now owned or hereafter acquired by the Pledgor and howsoever Pledgor's interest therein may arise or appear (whether by ownership, security interest, claim or otherwise).

2) **Security for Obligations.** The security interest created hereby in the Pledged Collateral constitutes continuing collateral security for all of the following obligations, whether now existing or hereafter incurred (the "Obligations"):

- a) the prompt payment by the Pledgor, as and when due and payable, of all amounts from time to time owing under or pursuant to that certain Promissory Note (the "Note") of even date herewith, in the principal sum of \$289,560.68, executed by Pledgor and payable to the order of Lender, together with all renewals, modifications and extensions thereof, in whole or in part, or any instrument given to secure the same; and
- b) the due performance and observance by the Pledgor of all of the Pledgor's covenants, agreements, duties, representations and obligations from time to time existing pursuant to this Agreement, and in any other instrument which now or hereafter secures the Note; and
- c) the prompt payment and performance of any and all other present and future indebtednesses and obligations of Pledgor to Lender of every kind, character, and description, howsoever and whensoever arising, whether absolute or contingent, joint or several, matured or unmatured, direct or indirect, primary or secondary, and including without limitation, all future advances to the Pledgor, all liabilities of the Pledgor under any guaranty executed in favor of the Lender at any time and all obligations of the Pledgor with respect to any letters of credit issued at any time by Lender for the benefit of Pledgor.

3) **Delivery of the Pledged Collateral.**

- a) All certificates representing the Pledged Shares shall be delivered to the Lender simultaneously with the execution and delivery of this Agreement or immediately upon receipt thereof by Pledgor. All other certificates and instruments constituting Pledged Collateral from time to time shall be delivered to the Lender promptly upon the receipt thereof by or on behalf of the Pledgor. Until such delivery to Lender such certificates and instruments shall be held in trust for the benefit of Lender. All such certificates and

instruments shall be held by or on behalf of the Lender pursuant hereto and shall be delivered in suitable form for transfer by delivery or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Lender.

- b) if the Pledgor shall receive, by virtue of Pledgor being or having been an owner of any Pledged Collateral, any (i) stock certificate (including, without limitation, any certificate representing a stock dividend or distribution in connection with any increase or reduction of capital, reclassification, merger, consolidation, sale of assets, combination of shares, stock split, spinoff or split-off), promissory note or other instrument; (ii) option or right, whether as an addition to, substitution for, or in exchange for, any Pledged Collateral, or otherwise; (iii) dividends payable in cash (except such dividends permitted to be retained by the Pledgor pursuant to Section 6 hereof) or in securities or other property; or (iv) dividends or other distributions in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in surplus, the Pledgor shall receive such stock certificate, promissory note, instrument, option, right, payment or distribution in trust for the benefit of the Lender, shall segregate it from the Pledgor's other property and shall deliver it forthwith to the Lender in the exact form received, with any necessary endorsement and/or appropriate stock powers duly executed in blank, to be held by the Lender as Pledged Collateral and further collateral security for the obligations.

4) **Representations and Warranties.** The Pledgor represents and warrants as follows:

- a) The Pledgor is the legal and beneficial owner of the Pledged Collateral free and clear of any lien, security interest or other charge or encumbrance except for the security interest created by this Agreement.
- b) The exercise by the Lender of its rights and remedies hereunder will not contravene any law or governmental regulation or any contractual restriction binding on or affecting the Pledgor or any of Pledgor's properties and will not result in or require the creation of any lien, security interest or other charge or encumbrance upon or with respect to any of Pledgor's properties.
- c) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i) for the pledge hereunder by the Pledgor of, or the grant by the Pledgor of the security interest created hereby in, the Pledged Collateral or (ii) except as may be required by laws affecting the offering and sale of securities generally, for the exercise by the Lender of its rights and remedies hereunder.
- d) This Agreement creates a valid security interest in favor of the Lender in the Pledged Collateral. The taking possession by the Lender of the certificates representing the Pledged Shares and all other certificates, instruments and cash constituting Pledged Collateral from time to time will perfect, and establish the first priority of, the Lender's security interest hereunder in the Pledged Collateral securing the Obligations. Except as set forth in this Section 4(d), no action is necessary or desirable to perfect or otherwise protect such security interest.
- e) The Pledged Shares are incorporated herein by reference; and all such shares have been duly authorized and validly issued, are fully paid and nonassessable.
- f) The Pledgor agrees to apply the proceeds of the Note to purchase the property known as 8863 Balboa Avenue, Suite E, San Diego, CA 9212.

5) **Covenants as to the Pledged Collateral.** So long as any of the Obligations shall remain outstanding, the Pledgor will, unless the Lender shall otherwise consent in writing:

- a) permit the Lender, its agents or representatives, at any reasonable time and from time to time to examine and make copies of and abstracts from Pledgor's records concerning the Pledged Collateral;
- b) at Pledgor's expense, promptly deliver to the Lender a copy of each notice or other communication received by it in respect of the Pledged Collateral;
- c) at Pledgor's expense, defend the Lender's right, title and security interest in and to the Pledged Collateral against the claims of any person or entity;
- d) at Pledgor's expense, at any time and from time to time, promptly execute and deliver all further instruments and documents and take all further action that may be necessary or desirable or that the Lender may request in order to (i) perfect and protect the security interest created or purported to be

- created hereby; (ii) enable the Lender to exercise and enforce its rights and remedies hereunder in respect of the Pledged Collateral; or (iii) otherwise effect the purposes of this Pledge Agreement;
- e) not sell, assign, exchange or otherwise dispose of any Pledged Collateral or any interest therein;
  - f) not create or suffer to exist any lien, security interest or other charge or encumbrance upon or with respect to any Pledged Collateral except for the security interest created hereby;
  - g) not make or consent to any amendment or other modification or waiver with respect to any Pledged Collateral or enter into any agreement or permit to exist any restriction with respect to any Pledged Collateral;
  - h) not take or fail to take any action which would in any manner impair the value or enforceability of the Lender's security interest in any Pledged Collateral; and
  - i) pledge hereunder, immediately upon Pledgor's acquisition (directly or indirectly) thereof, any and all additional shares of stock or other securities of the issuer of the Pledged Shares.

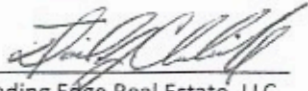
6) **Additional Provisions Concerning the Pledged Collateral.**

- a) The Pledgor hereby agrees to take any action and to execute any instruments which may be necessary or advisable to accomplish the purposes of this Agreement.
- b) The Pledgor hereby irrevocably appoints the Lender the Pledgor's attorney-in-fact and proxy, with full authority in the place and stead of the Pledgor and in the name of the Pledgor or otherwise, from time to time in the Lender's discretion, to take any action and to execute any instrument which the Lender may deem necessary or advisable to accomplish the purposes of this Agreement subject to the rights of the Pledgor under Section 6(e) hereof, including, without limitation, to receive, endorse and collect all instruments made payable to the Pledgor representing any dividend or other distribution in respect of the Pledged Collateral or any part thereof and to give full discharge for the same.
- c) If the Pledgor fails to perform any agreement or obligation contained herein, the Lender itself may perform, or cause performance of, such agreement or obligation, and the expenses of the Lender incurred in connection therewith shall be payable by the Pledgor pursuant to Section 9 hereof.
- d) The Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Pledged Collateral in its possession if the Pledged Collateral is accorded treatment substantially equal to that which the Lender accords its own property, it being understood that the Lender shall not have responsibility for (i) ascertaining or taking action with respect to calls, options, conversions, exchanges, maturities, tenders or other matters relating to any Pledged Collateral, whether or not the Lender has or is deemed to have knowledge of such matters, or (ii) taking any necessary steps to preserve rights against any parties with respect to any Pledged Collateral.
- e) Prior to the occurrence of an Event of Default (as defined in Section 7 hereof):
- f) the Pledgor may exercise any and all voting and other consensual rights and all options pertaining to the Pledged Collateral or any part thereof for any purpose not inconsistent with the terms of this Agreement;
- g) the Pledgor may receive and retain any and all dividends paid in respect of the Pledged Collateral; provided, however, that any and all (A) dividends paid or payable other than in cash in respect of, and instruments or other property received, receivable or otherwise distributed in respect of or in exchange for, any Pledged Collateral, (B) dividends or other distributions paid or payable in cash in respect of any Pledged Collateral in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in surplus, and (C) cash paid, payable or otherwise distributed in redemption of, or in exchange for, any Pledged Collateral, shall be Pledged Collateral and shall, if received by the Pledgor, be received in trust for the benefit of the Lender, shall be segregated from the other property or funds of the Pledgor, and shall be forthwith delivered to the Lender in the exact form received with any necessary endorsement and/or appropriate stock powers duly executed in blank, to be held by the Lender as Pledged Collateral and as security for the Obligations.
- h) Upon the occurrence of an Event of Default (as defined in Section 7 hereof):
  - i) all rights of the Pledgor to exercise the voting, option and other consensual rights which it would otherwise be entitled to exercise and to receive dividends which it would otherwise be authorized to receive and retain pursuant to subsection (e) of this Section 6 shall, at Lender's option, cease, and all such rights shall thereupon become vested in the Lender which shall have the sole right to exercise such voting, option and other consensual rights and to receive and retain such dividends (and Pledgor

- covenants and agrees thereupon, if requested by Lender, to deliver to Lender irrevocable proxies with respect to the Pledged Collateral in confirmation of Lender's rights hereunder);
- ii) without limiting the generality of the foregoing, (A) any or all of the Pledged Collateral held by the Lender hereunder, at the option of the Lender, may be registered in the name of the Lender or its nominee, and (B) the Lender at its option may exercise any and all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining to any of the Pledged Collateral as if it were the absolute owner thereof; and
  - iii) all dividends which are received by the Pledgor contrary to the provisions of this Section 6(f) shall be received in trust for the benefit of the Lender, shall be segregated from other funds of the Pledgor, and shall be forthwith paid over to the Lender in the exact form received.
- 7) **Events of Default.** An Event of Default shall be deemed to have occurred hereunder upon the occurrence of a failure or default in the full, faithful and prompt payment or performance of any one or more of the Obligations, and shall include, but shall not be limited to:
- a) Any default in the full or prompt payment when due of all or any part of any indebtedness constituting part of the Obligations hereunder; or
  - b) Any default by Pledgor in the full, faithful and prompt payment or performance of any covenant, agreement, liability, obligation, condition or undertaking on Pledgor's part to be paid, met, kept, observed or performed pursuant to the provisions hereof, the Loan Agreement, or of any other instrument or document now or hereafter constituting or securing all or any part of the Obligations; or
  - c) Any default in the payment or performance of any other indebtedness, obligation or undertaking of the Pledgor to the Lender, including the prompt payment of all of the obligations contained herein; or
  - d) Any representation or warranty by Pledgor set out herein or in any other instrument or document executed by Pledgor in connection herewith shall prove to be false or misleading in any material respect as of the time made.
- 8) **Indemnity and Expenses.**
- (a) The Pledgor agrees to indemnify the Lender from and against any and all claims, losses and liabilities growing out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement).
  - (b) The Pledgor will upon demand pay to the Lender the amount of any and all expenses, including the reasonable fees and disbursements of the Lender's counsel and of any experts and agents, which the Lender may incur in connection with (i) the preparation and administration of this Agreement, the Note and the other instruments and documents executed in connection therewith; (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any Pledged Collateral; or (iii) the failure by the Pledgor to perform or observe any of the provisions hereof, except expenses resulting from the Lender's gross negligence or willful misconduct.
- 9) **Notices, Etc.** All notices and other communications provided for hereunder shall be in writing and shall be mailed, certified mail, return receipt requested, or delivered, if to the Pledgor, to Pledgor at 10455 Sorrento Valley Road, Suite 102, San Diego, CA 92121; if to the Lender, to High Sierra Equity LLC, at 7768 El Camino Real, Suite 104-809, Carlsbad, CA 92009, Attention: Stephen Lake; or as to either such person at such other address as shall be designated by such person in a written notice to such other person complying as to delivery with the terms of this Section 10. All such notices and other communications shall be effective (i) if mailed, when received or three business days after mailing, whichever is earlier; or (ii) if delivered, upon delivery.
- 10) **Security Interest Absolute.** All rights of the Lender, all security interests and all obligations of the Pledgor hereunder shall be absolute and unconditional irrespective of:
- a) any lack of validity or enforceability of the Note or any other agreement or instrument relating thereto;
  - b) any change in the time, manner or place of payment of, or in any other term in respect of, all or any of the Obligations, or any other amendment or waiver of or consent to any departure from this Agreement, the Note, or any other agreement or instrument relating thereto or to any of the Obligations;

- c) any increase in, addition to, or exchange, release or non-perfection of, any other collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Obligations;
  - d) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Pledgor or any other party liable, directly or indirectly, absolutely or contingently, with respect to all or any part of the Obligations; or
  - e) the absence of any action on the part of the Lender to obtain payment or performance of the Obligations from any person or entity.
- 11) **Rights and Duties of Lender, Etc.** Lender undertakes, as to this Agreement, to exercise only such duties as are specifically set forth in this Agreement and to exercise such of the rights, powers and remedies as are vested in it by this Agreement or by law. In any instance hereunder where Lender's approval or consent is required or the exercise of Lender's judgment is required, the granting or denial of such approval or consent and the exercise of such judgment shall be within the sole discretion of Lender, and Lender shall not, for any reason or to any extent, be required to grant such approval or consent or exercise such judgment. Lender may consult with counsel, and the written advice or opinion of such counsel shall be full and completion and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.
- 12) **Miscellaneous.**
- a) No amendment or waiver of any provision of this Agreement, and no consent to any departure by the Pledgor there from, shall in any event be effective unless the same shall be in writing and signed by the Lender and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
  - b) No failure on the part of the Lender to exercise, and no delay in exercising, any right hereunder or under the Note shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The Lender's rights and remedies provided herein and in any other instrument or document now or hereafter securing all or any part of the Obligations are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law.
  - c) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or invalidity without invalidating the remaining portions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.
  - d) This Agreement shall create a continuing security agreement and shall be binding on the Pledgor and Pledgor's successors and permitted assigns and shall inure, together with all rights and remedies of the Lender hereunder, to the benefit of the Lender and its successors, transferees and assigns. Without limiting the generality of the foregoing, the Lender may assign or otherwise transfer all or part of its rights to all or any part of the Obligations to any other person or entity, and such other person or entity shall thereupon become vested with all of the benefits in respect thereof granted to the Lender herein or otherwise. None of the rights or obligations of the Pledgor hereunder may be assigned or otherwise transferred without the prior written consent of the Lender.
  - e) Upon payment and satisfaction in full of the Obligations, this Agreement and the security interest created hereby shall terminate and all rights to the Pledged Collateral shall revert to the Pledgor. The Lender will thereupon, at Pledgor's request and expense, (i) return to the Pledgor such of the Pledged Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof; and (ii) execute and deliver to the Pledgor such documents as the Pledgor shall reasonably request to evidence such termination.
  - f) This Agreement shall be governed by and construed in accordance with the laws of the State of California.
  - g) The captions or headings of the Sections of this Agreement are inserted merely for convenience of reference and shall not be deemed to limit or modify the terms and provisions hereof.

IN WITNESS WHEREOF, the Pledgor has caused this Agreement to be executed and delivered as of the date first above written.



Leading Edge Real Estate, LLC  
David J. Chadwick, Manager

## PROMISSORY NOTE

\$289,560.68

San Diego, California  
June 9th, 2015

On or before September 9th, 2015, the undersigned, Leading Edge Real Estate, LLC, (the "Maker") promises to pay to the order of High Sierra Equity, LLC, the principal sum of Two Hundred and Eighty Nine thousand, Five Hundred and Sixty dollars and sixty-eight cents (\$289,560.68), value received, with 10% interest from the date until maturity.

This Note is secured by a certain Pledge and Security Agreement (the "Pledge Agreement") of same date concerning maker's 100% unit ownership of Leading Edge Real Estate, LLC.

The principal hereof is payable at such place as the holder may designate in writing, in lawful money of the United States of America, which shall be in legal tender in payment of all debts and dues, public and private, at the time of payment.

Upon any default in the terms and provisions of the Pledge Agreement, or upon any default in any other mortgage, trust deed, security agreement, or other instrument of pledge or hypothecation which now or hereafter secures the payment of the indebtedness evidenced hereby, then and in any such event, the entire unpaid principal balance of the indebtedness evidenced hereby, together with all interest then accrued, shall, at the absolute option of the holder hereof, at once become due and payable, without demand or notice, the same being expressly waived.

If this Note is placed in the hands of an attorney for collection, by suit or otherwise, or to protect the security for its payment, or to enforce its collection, the Maker will pay all costs of collection and litigation, together with a reasonable attorney's fee.

The Maker and any endorsers or guarantors hereof waive protest, demand, presentment, and notice of dishonor, and agree that this Note may be extended, in whole or in part, without limit as to the number of such extensions or the period or periods thereof, without notice to them and without affecting their liability thereon.



Leading Edge Real Estate, LLC  
David J. Chadwick, Manager

Notary



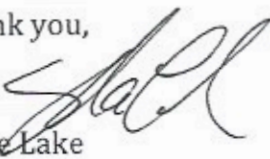


6/9/15

Dear Doug,

Would you please initiate a wire in the amount of \$289,560.68 from my line of credit account ending in XXXXX584. Wiring instructions are below.

Thank you,

A handwritten signature in black ink, appearing to read 'SL', is written over the printed name 'Steve Lake'.

Steve Lake



**Legends Escrow Branch**

16776 Bernardo Center Dr. #108  
San Diego, CA 92128

Phone: (858) 487-6400  
Fax: (888) 786-8263

**PLEASE NOTE: THESE INSTRUCTIONS ARE TO BE USED ONLY FOR WIRING FUNDS.**

Please find below Wiring Instructions for Escrow No. 02-630583-VE

**PLEASE NOTE: ONLY WIRE TRANSFER IS ACCEPTED. ACH (AUTOMATIC CLEARING HOUSE) FUNDS WILL NOT BE ACCEPTED BY Chicago Title Co. AND WILL BE RETURNED TO YOUR BANK THEREBY POSSIBLY DELAYING YOUR CLOSING.**

All funds wired should be directed to:

Bank	Union Bank
Address	1980 Saturn Street
City/State	Monterey Park, CA 91755
ABA	122000496
Credit to	Chicago Title Co.
Account No.	0041922592
Reference	Vickie Everly Escrow Officer and Branch Manager Escrow No. 02-630583-VE

If you have any questions regarding this matter, please do not hesitate to contact this office.

From: **UBS Financial Services Inc.** [elert@ubs.com](mailto:elert@ubs.com)  
Subject: Your wire transfer has been completed  
Date: June 9, 2015 at 1:37 PM  
To: [s9laker@gmail.com](mailto:s9laker@gmail.com)



## Your wire transfer has been completed

This is to notify you that we have completed your wire transfer to the following account:

UBS account number	Amount	Recipient bank	Recipient account number
5V XXX84	\$ 289,560.68	MUFG UNION BANK, NA	00XXXXXXXX92

For your security, we do not display your full UBS and recipient account numbers.

If you did not authorize this transaction or the information listed is incorrect, please contact your Financial Advisor. Please note that you will only receive this notice the first time that you transfer funds to the above recipient bank account.

### Questions

If you have other questions regarding your account, please contact your Financial Advisor.

We appreciate your business with UBS and look forward to serving your wealth management needs.

Please do not reply directly to this message. If you need assistance, please contact us as described above.

0140853007E

### Confirmation

#### Why this is important

To prevent possible unauthorized use of your UBS account, it is important that you notify us immediately if you did not request this transfer or if any of the information listed is incorrect.

# *EXHIBIT 4*

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**From:** Gutierrez, Edith [<mailto:EGutierrez@sandiego.gov>]  
**Sent:** Monday, December 21, 2015 2:34 PM  
**To:** Renny Bowden  
**Subject:** RE: Re:Project #368347 (8863 Balboa Ste E.) Account No. 2400464

Hello Renny,

I am waiting for our accounting department to get back to me on the required forms that I need to change the account to Mrs. Sherlock. For now we can meet so that I can explain where the project is right now and answer any questions you may have. The CUP has already been approved and recorded so nothing on the permit will change as the permit runs with the land. The background process is still incomplete. I will explain how to final that permit. No signatures will be required at this point.

---

**From:** Renny Bowden [<mailto:rbowden@fullcirclecompany.com>]  
**Sent:** Monday, December 21, 2015 12:44 PM  
**To:** Gutierrez, Edith  
**Subject:** RE: Re:Project #368347 (8863 Balboa Ste E.) Account No. 2400464

Hello Edith,

I want to make sure that we make this transition as efficiently as possible. Will I need Michael's wife, Amy, and Stephen Lake (Michael's brother in law and the owner of the Balboa property) at this first meeting? I am just trying to determine if we will be restructuring the paperwork during this meeting or if we will need live signatures during this meeting.

Thank you so much for your help with this matter.

Sincerely,

Renny Bowden  
619-987-8296

---

**From:** Gutierrez, Edith [<mailto:EGutierrez@sandiego.gov>]  
**Sent:** Friday, December 18, 2015 9:49 AM  
**To:** Brad Harcourt  
**Cc:** [s9laker@gmail.com](mailto:s9laker@gmail.com); Renny Bowden  
**Subject:** RE: Re:Project #368347 (8863 Balboa Ste E.) Account No. 2400464

I will wait to hear from Mr. Bowden regarding a date & time.

Happy Holidays!

---

**From:** Brad Harcourt [<mailto:bharcourt@fullcirclecompany.com>]  
**Sent:** Friday, December 18, 2015 9:47 AM  
**To:** Gutierrez, Edith  
**Cc:** [s9laker@gmail.com](mailto:s9laker@gmail.com); Renny Bowden  
**Subject:** Re: Re:Project #368347 (8863 Balboa Ste E.) Account No. 2400464

Edith

# *EXHIBIT 5*

From: Tuesday, January 12, 2016 2:11 PM  
To: Gutierrez, Edith  
Cc: Renny Bowden; Bradford Harcourt  
Subject: Re: Project #368347 (8863 Balboa Ste E.) Account No. 2400464

Thank you Edith,

I will speak with Amy and come back to you shortly with a day and time.

As far as legal documentation is concerned she can bring with her their marriage certificate and his death certificate. I'm not sure she has anything else or that it would be necessary. If I'm missing something please let me know.

Many Thanks,  
Steve

On Jan 12, 2016, at 1:50 PM, Gutierrez, Edith <EGutierrez@sandiego.gov> wrote:

Hello Steve,

I'm available anytime from 9 am -2 pm this Thursday or Friday. Let me know the date & time that works for you.

Please bring legal documentation listing Amy as the executor of Michael's estate.

Thanks

-----Original Message-----

From: Steve Lake [mailto:s9laker@gmail.com]  
Sent: Tuesday, January 12, 2016 1:38 PM  
To: Gutierrez, Edith  
Cc: Renny Bowden; Bradford Harcourt  
Subject: Re: Project #368347 (8863 Balboa Ste E.) Account No. 2400464

Hi Edith,

Can you please let me know when would be a convenient time for Amy Sherlock and I to visit you to change the account into her name. I understand that Renny Bowden and Bradford Harcourt have both spoken with you regarding the unfortunate circumstances that have occurred within the Sherlock family. We would greatly appreciate your help and guidance as we work through this situation.

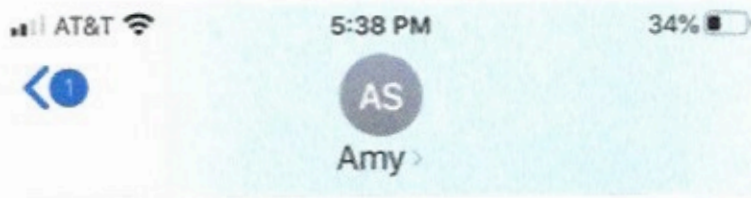
Respectfully,



Stephen Lake  
858 518-1279



Fillable ds191  
protected.pdf

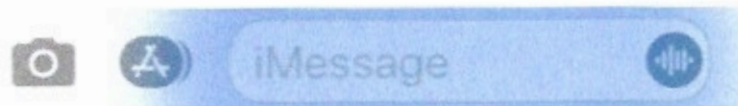
From: Steve Lake s9laker@gmail.com  
Subject: Amy Texy  
Date: August 31, 2020 at 1:10 PM  
To: Steve Lake s9laker@gmail.com



 **New contact photo available**  
Update Contact... 

Hey Amy, are you available to go to the city tomorrow to transfer the name on Balboa? If so, I will reach out to Edith that we have to meet with to set a time. Thanks...

I have my counselor at 11 and Dr Lapp at 3. Don't know how long it would take- if we could in between. I'm totally open Thursday and Friday



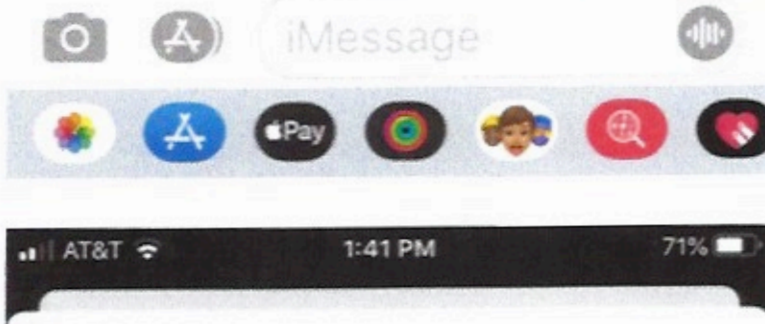
Sent from my iPhone



To: Amy Sherlock

I have my counselor at 11 and Dr Lapp at 3. Don't know how long it would take- if we could in between. I'm totally open Thursday and Friday

Ok, I will contact Edith and check her schedule. Thursday is tough for me, I will get back to you as soon as I hear back from her.



New iMessage

Cancel

To: Amy Sherlock

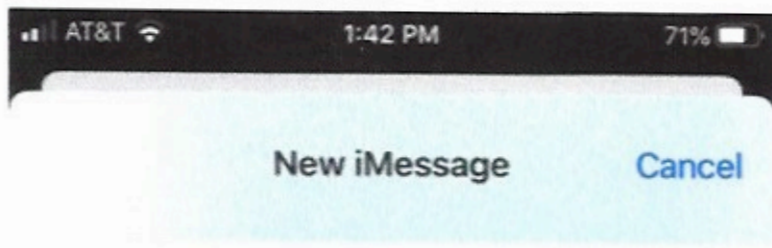
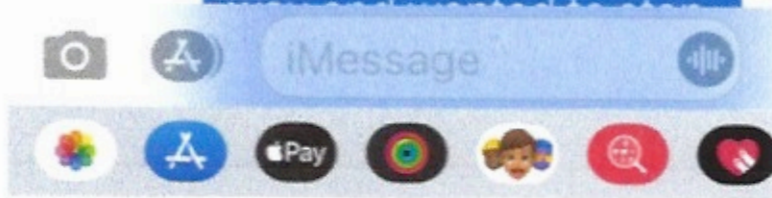
Dec 17, 2015, 12:10 PM

Hi Aim, I thought that might be the case, we'll make it happen again

make it happen again  
this winter for sure. How  
are you doing today?

Dec 18, 2015, 8:07 AM

Good Morning, are you  
going to be home today  
around 11:00? I'm have  
a meeting down that



To: Amy Sherlock

Dec 18, 2015, 8:07 AM

Good Morning, are you  
going to be home today  
around 11:00? I'm have  
a meeting down that  
way and wanted to stop  
by and chat. Love you S

I have a doctors  
appointment at 11:00

Love you too

# *EXHIBIT 6*

Exhibit 8: April 14<sup>th</sup> 2016

Since Brad is in the Real Estate business I asked him to help me finalize the quick claim deed of the Balboa property into my personal LLC as we had agreed.

- Even though the Leading Edge LLC had been dissolved in 2015 the property still remained in that name because time just got away from me and I wasn't in a hurry to take care of it.
- Everything was straight forward and submitted as attached.

# EXHIBIT 8

From: bradford@equitycapital.us  
Subject: Grant Deed/Meeting  
Date: April 13, 2016 at 10:12 AM  
To: Steve Lake s9laker@gmail.com



Steve,

Attached is the grant deed for Balboa. It needs to be recorded today but all is taken care of except the questionnaire on the last 2 pages of the document that need to be completed by you. If possible I would like to meet and get this handled as well as talk with you about Light House and Micheal. Talk to you soon!

Best,

**Bradford T. Harcourt**

*President & CEO*



7938 Ivanhoe Avenue, Suite B  
La Jolla, CA 92037

**Direct:** 858-220-0770 | **Fax:** 858-810-0301

[bradford@equitycapital.us](mailto:bradford@equitycapital.us) | [www.equitycapital.us](http://www.equitycapital.us)


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8863 Balboa  
Ste E G...ed.pdf

**From:** bradford@equitycapital.us   
**Subject:** Grant Deed  
**Date:** April 14, 2016 at 10:27 AM  
**To:** Steve Lake s9laker@gmail.com



Steve,

Here is a copy of the grant deed that we finalized yesterday. It will be in for recording by tomorrow. Let me know when you want to move on the Olive St. property.

## **Bradford T. Harcourt**

*President & CEO*



7938 Ivanhoe Avenue, Suite B  
La Jolla, CA 92037

**Direct:** 858-220-0770 | **Fax:** 858-810-0301

[bradford@equitycapital.us](mailto:bradford@equitycapital.us) | [www.equitycapital.us](http://www.equitycapital.us)

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8863  
EXECU...ED.pdf

RECORDING REQUESTED BY:

When Recorded Mail Document and Tax Statements To:  
High Sierra Equity, LLC  
7668 El Camino Real Ste 104-809  
Carlsbad, CA 92009

APN: 369-150-13-23

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s)

- computed on full value of property conveyed, or \$
- computed on full value less value of liens or encumbrances remaining at time of sale,
- The property is located in the City of San Diego

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
Leading Edge Real Estate, LLC, a California Limited Liability Company

hereby GRANT(S) to High Sierra Equity, LLC

the following described real property: An undivided 1/46th interest in and to the Southwesterly 219.55 feet of the Northeasterly 413.55 feet of Lot 9, according to Map thereof No. 4113, filed March 12, 1959 and more fully described in Exhibit "A" attached hereto and made a part hereof.

AKA: 8863 Balboa Ave Ste. E, San Diego, CA 92123

Dated: April 12, 2016

Leading Edge Real Estate, LLC, a California Limited Liability Company

By: [Signature]  
Authorized Signor

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

State of California  
County of San Diego

On April 19, 2016 before me,  
Lauren Day McClelland, Notary Public, Bradford Hercourt

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
Witness my hand and official seal.

Signature [Signature] (Seal)



**EXHIBIT A**  
Legal Description

The land hereinafter referred to is situated in the City of San Diego, County of San Diego, State of CA, and is described as follows:

A Condominium Comprised of:

Parcel 1:

An undivided 1/46th interest in and to the Southwesterly 219.55 feet of the Northeasterly 413.55 feet of Lot 9 of the City of San Diego Industrial Park Unit No. 2, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 4113, Filed in the Office of the County recorder of San Diego County, March 12, 1959.

Excepting therefrom all office units and industrial units as shown upon that certain Condominium Plan recorded July 31, 1981 as File/Page No. 81-242888 of official records.

Also excepting therefrom the exclusive right to use and possession of all those exclusive use areas designated as parking spaces as shown upon the Condominium Plan above referred to.

Parcel 2:

Unit No. 8863E as shown on the Condominium Plan referred to in Parcel 1 above.

Parcel 3:

The exclusive right to use and possession of those portions of said land described in Parcel 1 above, designated as Parking Space Nos. E-32 and E-31.

APN: 369-150-13-23



**PRELIMINARY CHANGE OF OWNERSHIP REPORT**

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A Preliminary Change of Ownership Report must be filed with each conveyance in the County Recorder's office for the county where the property is located.

NAME AND MAILING ADDRESS OF BUYER/TRANSFEEE  
 (Make necessary corrections to the printed name and mailing address)  
 High Sierra Equity, LLC  
 7688 El Camino Real Ste. 104-809  
 Carlsbad, CA 92009

ASSESSOR'S PARCEL NUMBER  
 369-150-13-23  
 SELLER/TRANSFEROR  
 Leading Edge Real Estate, LLC  
 BUYER'S DAYTIME TELEPHONE NUMBER  
 (760) 518-1279  
 BUYER'S EMAIL ADDRESS

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY  
 8863 Balboa Ave., Ste E, San Diego, CA 92123

MAIL PROPERTY TAX INFORMATION TO (NAME) HIGH SIERRA EQUITY, LLC

ADDRESS 7668 EL CAMINO REAL STE 104-809 CITY CARLSBAD STATE CA ZIP CODE 92009

YES  NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy. MO DAY YEAR

**PART 1. TRANSFER INFORMATION** Please complete all statements.

This section contains possible exclusions from reassessment for certain types of transfers.

- YES NO
- A. This transfer is solely between spouses (addition or removal of a spouse, death of a spouse, divorce settlement, etc.).
  - B. This transfer is solely between domestic partners currently registered with the California Secretary of State (addition or removal of a partner, death of a partner, termination settlement, etc.).
  - \*C. This is a transfer:  between parent(s) and child(ren)  from grandparent(s) to grandchild(ren).
  - \*D. This transfer is the result of a cotenant's death. Date of death \_\_\_\_\_
  - \*E. This transaction is to replace a principal residence by a person 55 years of age or older. Within the same county?  YES  NO
  - \*F. This transaction is to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5. Within the same county?  YES  NO
  - G. This transaction is only a correction of the name(s) of the person(s) holding title to the property (e.g., a name change upon marriage). If YES, please explain: \_\_\_\_\_
  - H. The recorded document creates, terminates, or reconveys a lender's interest in the property.
  - I. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (e.g., cosigner). If YES, please explain: \_\_\_\_\_
  - J. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
  - K. This is a transfer of property:
    - 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of  the transferor, and/or  the transferor's spouse  registered domestic partner.
    - 2. to/from a trust that may be revoked by the creator/grantor/trustor who is also a joint tenant, and which names the other joint tenant(s) as beneficiaries when the creator/grantor/trustor dies.
    - 3. to/from an irrevocable trust for the benefit of the  creator/grantor/trustor and/or  grantor's/trustor's spouse  grantor's/trustor's registered domestic partner.
  - L. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
  - M. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
  - N. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions.
  - \*O. This transfer is to the first purchaser of a new building containing an active solar energy system.

\* Please refer to the instructions for Part 1.

Please provide any other information that will help the Assessor understand the nature of the transfer.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

**PART 2. OTHER TRANSFER INFORMATION**

Check and complete as applicable.

- A. Date of transfer, if other than recording date: \_\_\_\_\_
- B. Type of transfer:  
 Purchase  Foreclosure  Gift  Trade or exchange  Merger, stock, or partnership acquisition (Form BOE-100-B)  
 Contract of sale. Date of contract: \_\_\_\_\_  Inheritance. Date of death: \_\_\_\_\_  
 Sale/leaseback  Creation of a lease  Assignment of a lease  Termination of a lease. Date lease began: \_\_\_\_\_  
 Original term in years (including written options): \_\_\_\_\_ Remaining term in years (including written options): \_\_\_\_\_  
 Other. Please explain: QUICK CLAIM TRANSFER TO NEW ENTITY.
- C. Only a partial interest in the property was transferred.  YES  NO If YES, indicate the percentage transferred: \_\_\_\_\_ %

**PART 3. PURCHASE PRICE AND TERMS OF SALE**

Check and complete as applicable.

- A. Total purchase price. \$ 285,000
- B. Cash down payment or value of trade or exchange excluding closing costs Amount \$ 285,000
- C. First deed of trust @ \_\_\_\_\_ % interest for \_\_\_\_\_ years. Monthly payment \$ \_\_\_\_\_ Amount \$ 0  
 FHA (Discount Points)  Cal-Vet  VA (Discount Points)  Fixed rate  Variable rate  
 Bank/Savings & Loan/Credit Union  Loan carried by seller  
 Balloon payment \$ \_\_\_\_\_ Due date: \_\_\_\_\_
- D. Second deed of trust @ \_\_\_\_\_ % interest for \_\_\_\_\_ years. Monthly payment \$ \_\_\_\_\_ Amount \$ 0  
 Fixed rate  Variable rate  Bank/Savings & Loan/Credit Union  Loan carried by seller  
 Balloon payment \$ \_\_\_\_\_ Due date: \_\_\_\_\_
- E. Was an Improvement Bond or other public financing assumed by the buyer?  YES  NO Outstanding balance \$ \_\_\_\_\_
- F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price \$ 0
- G. The property was purchased:  Through real estate broker. Broker name: \_\_\_\_\_ Phone number: ( ) \_\_\_\_\_  
 Direct from seller  From a family member-Relationship  
 Other. Please explain: QUICK CLAIM TRANSFER TO NEW ENTITY
- H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property. N/A


**PART 4. PROPERTY INFORMATION**

Check and complete as applicable.

- A. Type of property transferred  
 Single-family residence  Co-op/Own-your-own  Manufactured home  
 Multiple-family residence. Number of units: \_\_\_\_\_  Condominium  Unimproved lot  
 Other. Description: (i.e., timber, mineral, water rights, etc.)  Timeshare  Commercial/Industrial
- B.  YES  NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.  
 If YES, enter the value of the personal/business property: \$ \_\_\_\_\_ Incentives \$ \_\_\_\_\_
- C.  YES  NO A manufactured home is included in the purchase price.  
 If YES, enter the value attributed to the manufactured home: \$ \_\_\_\_\_  
 YES  NO The manufactured home is subject to local property tax. If NO, enter decal number: \_\_\_\_\_
- D.  YES  NO The property produces rental or other income.  
 If YES, the income is from:  Lease/rent  Contract  Mineral rights  Other: \_\_\_\_\_
- E. The condition of the property at the time of sale was:  Good  Average  Fair  Poor  
 Please describe: \_\_\_\_\_

**CERTIFICATION**

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFEREE OR CORPORATE OFFICER 	DATE <u>4/13/16</u>	TELEPHONE <u>(858) 518-1279</u>
NAME OF BUYER/TRANSFEREE/LEGAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT) <u>STEPHANIE LAKER</u>	TITLE <u>MEMBER</u>	E-MAIL ADDRESS <u>S9LAKER@GMAIL.COM</u>

The Assessor's office may contact you for additional information regarding this transaction.

# *EXHIBIT 7*



Steve Lake &lt;s9laker@gmail.com&gt;

**Fwd: Boys**

1 message

**Kelly Lake** <mammalake@gmail.com>  
To: Steve Lake <s9laker@gmail.com>

Mon, May 16, 2016 at 7:32 PM

Well, I guess that sums up her feelings pretty well..

Begin forwarded message:

**From:** Amy <amy.sherlock@hotmail.com>  
**Subject:** Boys  
**Date:** May 16, 2016 at 11:57:02 AM PDT  
**To:** Carol Piturro-Kentner <cpkentner@gmail.com>, G Kentner <gkentner@aol.com>, Kelly Lake <mammalake@gmail.com>

Hello to all of you. I hope you're all having a nice Monday. I just wanted to address what happened Saturday night. Carol, I know and understand that you have the boys best interest in mind and I appreciate that. I'd like to point out how extraordinarily well my boys are doing after going through what they have. It would have been nice if this was acknowledged. Simply stating something like that would be uplifting, motivating and definitely supportive. Also, I grieve with my boys everyday and I think that qualifies me as the best person to understand their needs. I do want you to know that I do talk about Biker. In fact, I brought him up a few times at your house. I tell mostly trivial information and Biker's athletic achievements. I can not discuss with the boys about what kind of person he was. I think it would be more harmful for them to know that Biker was a lying, cheating, thief with out any honor. Remember Titus knows that Biker stole his money, Steel's and mine. Then he went and abandoned them. As you can imagine, that hurts even more. I understand that you don't want to know about Biker's other life. But let me tell you, it is horrific and beyond disgusting. Learning all this about him after his suicide has robbed me of all the good memories that I would have had. So, I can't even think about the birth of my children as a joyous memory, for example. So maybe you can understand how excruciating it is to even mention him let alone look at his pictures on the wall. Keep in mind that my feelings matter too. In fact, I believe my feelings should come before giving Biker a legacy that is false. Titus and I have discussed taking down his pictures in detail and he totally understands and supports me not having Bikers pictures around the house. I get that you, Carol, want to help guide me. And I appreciate that. However, I think I have proven myself competent over and over. When I'm criticized for my parenting skills it seems unfair to me. Nobody else could even come close to understanding how my boys and I feel. I hope in the future to keep a positive support system within my family. Kelly and Steve have been absolutely amazing and I am so grateful for them. I've been delighted to spend more time with my Dad and Carol these last few weeks and I hope that our relationships continue to grow. And I do appreciate and I'm grateful for the positive support for you guys as well. Sorry, to have to write this. Sometimes it is easier for me to express myself like this.

I don't have Steve's email address so I'd appreciate it if someone could forward this to him. Thanks.

I love you all and thank you for all your support through the tough times that we've had to endure. I'm so grateful for all that ALL of you guys do.

Love,

Aim