

2. I have nearly 40 years of experience in the commercial real estate business in the Dallas/Fort Worth area. I started with The Staubach Co. as a commercial real estate broker, and rose to the ranks of Vice President, and handled clients such as The Perot Group. I was hired by Ross Perot, Sr. and Ross Perot, Jr. to work with The Perot Group and eventually help Mr. Perot and Ross Perot, Jr. start, operate, and grow Hillwood Development. I was the Senior Vice President of President of Hillwood Investment Company. I, with a very small team, including Ross Perot, Jr., managed and oversaw the design, engineering, financing, and management of the development and construction of Alliance Airport. As part of my duties, I met with the cities of Fort Worth and Haslet, the State of Texas, and the Federal Aviation Authority to secure public financing necessary to make Alliance Airport a reality. I became a minority owner of the Dallas Mavericks when Ross Perot, Jr. purchased the Dallas Mavericks from Donald Carter. I was appointed President and General Manager of the Dallas Mavericks. As part of my duties, I, along with Ross Perot, Jr., lead the effort to oversee and manage the design, engineering, and development of Victory Park in Dallas and the American Airlines Center. In 2000, after assisting with the sale of the Dallas Mavericks to Mark Cuban, I retired from Hillwood and began my own commercial real estate investment and development company. My company was part of the development team in a \$10 billion re-development of two major properties in the heart of San Francisco. The partnership included opening an EB-5 regional center and applying for EB-5 funding for that project. As a result of my experience summarized above, I have gained specialized knowledge in commercial real estate development and construction management as well as in raising and managing government subsidized and regulated capital through municipal, state, and federal monies, including EB-5 loan funding.

3. I met Mehrdad Moayedi over 30 years ago. Over the course of three decades, we became friends. Our families became friends. Mr. Moayedi and I and our families took family vacations together. We spent time together in each other's homes with our families, sharing many meals. We developed a relationship of trust and confidence.

4. In 2014, at Mr. Moayedi's invitation and after negotiation with Mr. Moayedi, I agreed to become an owner in two projects that Mr. Moayedi's company, Centurion American Development Group (Centurion), was contemplating developing in Dallas (The Statler Hotel) and in two DFW suburban cities, Westlake (Entrada) and Flower Mound (Riverwalk). I invested \$600,000 in the Statler project. At the end of 2015, it was calculated that my equity investment in the Statler was worth approximately \$1.2 million. Entrada and Riverwalk were to be started in 2015 and completed by the end of 2016 or early 2017. The business plan of the projects featured residential condos as well as income-generating commercial lease space for offices, hotels, restaurants, and retail. I had already been working on the Statler when Mr. Moayedi approached me about Entrada and Riverwalk. Mr. Moayedi wanted me to oversee the design, engineering, and budgets of the project on a day-to-day basis just as I had done with the Statler. Mr. Moayedi told me on many occasions that all he wanted from me in the Westlake and Flower Mound projects was my investment of time, effort, and expertise in the project and funding raising efforts and that was sufficient capital investment in exchange for my 20% ownership interest and that there would never be preferred or priority capital in the deal, which is consistent with the written agreement. I told Mr. Moayedi that I wanted to be a minority-percentage owner; that I wanted to be involved in the management of the projects; and that I would not agree for there to be any priority or preferred capital or priority or preferred distribution. I told Mr. Moayedi that I would only enter into a percentage interest capital and distribution agreement

and would not sign an agreement that gave Mr. Moayeddi or any of his companies preferred or priority capital or preferred or priority rights to distribution. We agreed to an 80% and 20% split of the ownership interest without priority or preferred capital or distribution.

5. Regarding the Westlake and Flower Mound projects, Mr. Moayeddi formed a single-purpose, project-specific limited liability company called MRW Investors, LLC (MRW) to serve as the project borrowing and ownership entity. MRW consisted of two members, LLSF, LLC (LLSF), owned by Mr. Moayeddi, and a company that I created solely for the purpose of this project, FZ WLRW, LLC, of which I own 100%. LLSF (owned by Moayeddi) is and has always been the managing member of MRW. LLSF owns 80% of MRW. FZ WLRW owns 20%. With only two members whose membership is owned and controlled by individuals who are friends, MRW is a closely-held company.

6. Consistent with our prior negotiations and verbal agreement, a written Company Agreement regarding MRW was entered into between LLSF and FZ WLRW, and signed by Mr. Moayeddi and me. A true and correct copy of the First Amended and Restated Company Agreement MRW Investors, LLC, (the Company Agreement) which is attached here to this Declaration as Exhibit 1. Per the Company Agreement, there was no priority capital between LLSF and FZ WLRW. *See Exhibit 1 at Articles III-V, pages 6-8.* Nor were any distributions to be paid on a preferred capital basis, but only on a percentage ownership basis. *Id. at Article V., pages 9-11.* I specifically discussed with Mr. Moayeddi on many occasions that I would never sign an agreement with preferred or priority capital, which is consistent with the written agreement. Were it not for these representations, I would not have expended my own time, resources, money, and expertise in helping raise EB-5 funds from China and assisting MRW help the Towns of Westlake and Flower Mound become comfortable with the EB-5 financing

program so that the Towns would support the project with PID funds. However, I have reviewed the LLSF financial records, and they reveal that Mr. Moayedí indeed has taken a priority capital distribution from MRW in the amount of \$11.5 million in direct contradiction to his representation to me and the covenants and warranties and terms and conditions of the Company Agreement. Mr. Moayedí's multiple verbal statements to me on many occasions over the course of 2014 through 2016 that my investment of time, effort, and expertise in helping raise funds and overseeing and managing the development of the MRW project was sufficient investment for my and FZ WLRW's 20% equity ownership interest and that there would not be preferred or priority capital, and I relied on Mr. Moayedí's verbal representations to enter into the Company Agreement, and relied on his continued representations throughout 2014, 2015, and into 2016 to continue investing my time, effort, money, and expertise in fundraising and managing the project development without compensation. Mr. Moayedí did not tell me that he was paying himself a distribution from MRW and that I would be excluded from such distribution. Had I known this would occur, I would not have entered into the Company Agreement, invested my time, effort, money, and expertise in MRW without compensation, and continued to do so from 2014 through early 2016.

7. As to management of MRW, the Company Agreement designated LLSF as managing member of MRW. *See Exhibit 1, page 3, and Article VI, pages 11-15.* Per the Company Agreement, Mr. Moayedí was designated as the manager of the managing member of MRW. *Id.* Mr. Moayedí is and has always been the manager of MRW. As manager, Mr. Moayedí was entrusted with making decisions for MRW in all respects, including financial decisions such management of money and incurring expenditures, as well as operational decisions, such as hiring construction managers and negotiating and entering into contracts with

construction contractors. *Id.* Further, as manager, Mr. Moayedhi was the signatory on the MRW bank account authorized to order transfer of MRW funds. *Id.* My role with MRW was limited to fundraising and overseeing and managing the development, design, engineering, and budgeting, but I was not in charge or or privy to the books and records; Mr. Moayedhi was.

8. Per the Company Agreement, LLSF and Mr. Moayedhi owed a duty of care and loyalty and as well as a fiduciary duty. *Id. at page 8, Sec. 3.09.* LLSF and Mr. Moayedhi expressly warranted and represented to MRW, FZ WLRW, and me in writing in the Company Agreement that they would exercise loyalty and care to us and act as our fiduciary and that they would not violate the terms of the Company Agreement (*See Sec. 6.02 at page 13*). MRW, FZ WLRW, and I (as manager and owner of the only other member of MRW), reasonably relied upon LLSF and Mr. Moayedhi to carry out their duty of loyalty and care and fiduciary duty, and not violate the Company Agreement or such duties of loyalty and care and fiduciary. *Id. at pages 11-13.* MRW, FZ WLRW, and I reasonably relied on such representations and warranties of LLSF and Mr. Moayedhi to become investors in the MRW project. We would not have entered into the Company Agreement and agreed to become a partner in the project but for the representations of LLSF and Mr. Moayedhi as to their duties of loyalty, care, and fiduciary. MRW, FZ WLRW, and I relied LLSF's and Moayedhi's representations to our detriment, as the value of our interests have been substantially diluted and reduced by the more than two years delay in the completion of the MRW project, as neither Westlake Entrada nor Flower Mound River Walk are completed and, consequently, no revenue has been generated from the operation of the projects because there are no offices, restaurants, retail, hotels, or other revenue-generating enterprises that can lease the building space because the buildings are not open for occupancy. Per my review of the LLSF ledgers produced in this case, PID bond monies were used to pay

other indebtedness not related to MRW, which now render the PID bonds null and void. Had LLSF and Mr. Moayedhi upheld their duties of loyalty and care and fulfilled their fiduciary duties, the MRW project would not have been delayed, would be completed, occupied, and open for leasing and sale during the greatest commercial real estate boom and the greatest economic expansion in DFW's history. Accordingly, FZ WLRW and MRW have sustained damages in the form of dilution in the value of our interests in the project and lost profits and will likely sustain such damages in the future. Per Centurion's and Mr. Moayedhi's own *pro forma* created at the beginning of MRW used to promote and sell minority interest in MRW, the estimated value of my ownership interest ranged from \$30 million to \$50 million. See *pro forma* attached as Exhibit 2. Based on my experience in commercial real estate, the delays and cost overruns due to front-end loaded fees and costs paid to Centurion and Mr. Moayedhi and to other indebtedness and ventures unrelated to MRW, the value of my ownership interest in MRW has dropped by at least 50%, netting a loss of \$15 million to \$30 million.

9. The Company Agreement affords LLSF and Mr. Moayedhi exclusive managerial control and decision-making. See *Exhibit 1, Sec. 6.01, pages 11-12*. By contrast, neither I nor anyone affiliated with FZ WLRW had any such control or power. We were not even signatories to the MRW bank accounts. FZ WLRW, MRW, and I had to rely upon and did rely upon LLSF and Mr. Moayedhi to uphold their duties of loyalty and care and fiduciary duty in carrying out their managerial control and decision-making, and as described above, we did so to our detriment.

10. The MRW project was to be funded by two sources of capital, (1) Public Improvement District (PID) funds from the two municipalities for the sole and exclusive purpose of constructing horizontal infrastructure (i.e., earthwork, rough grading, pad preparation,

retaining walls, streets, sidewalks, bridges, canals, civil storm drains and sewers, utilities, light poles, etc.) in the amount of approximately \$27 million, and (2) EB-5 loan funds from Chinese investors for the sole and exclusive purpose of constructing vertical structures (i.e. buildings such as offices, retail, restaurant, hotel, and condos) in the amount of \$150 million.

11. My fundraising role with MRW (other than owning a 20% interest) involved working with the two Towns, meeting with them, their mayors, and speaking at Town Council meetings, to make them comfortable with the notion of EB-5 financing. I was also involved in obtaining approval of the EB-5 loan program package application from the USCIS, and assisting Mr. Moayedi's promotor/broker-dealer/lead agent, Henry Global, with raising the remainder (and majority) of the capital investment for the project in the form of EB-5 loan funding. The MRW EB-5 funding was to occur through an organizational structure that collected funds from each 300 Chinese investor in an escrow account with the Bank of China. When the funds were authorized to be released after milestones reached, draw requests submitted, and status reported to the investors, a portion of the funds would be released to an entity created by A&J Capital called FloMo Westlake Investments, LLC, whose managing member was initially Mehrdad Moayedi and then was supposed to be delegated wholly to A&J Capital. FloMo would receive draw requests for design and construction from MRW, and then FloMo, through its manager, A&J, were to notify the Bank of China for funds to be released from escrow as approved by the investors. Those funds would then be released to FloMo's bank account with East-West Bank, and from FloMo's bank account funds were to be transferred to MRW to pay for draw requests, and then MRW relied on a third-party vendor, Cohen Financial, to disburse the money to construction and design contractors and sub-contractors and other vendors such as inspectors and material suppliers. No monies should be transferred from FloMo's bank account to any entity

other than MRW. However, the ledgers produced by FloMo reveal tens of millions of dollars transferred to recipients other than MRW, such as Sino-US and CXB. See true and correct copies of the purported accounting ledgers of FloMo produced by FloMo's and A&J's counsel attached as Exhibit 3. At least \$30 million can be traced in the ledgers to Sino-US and CBX. The ledgers reveal unauthorized payments made and in unreasonable amounts paid to unauthorized recipients such as Sino-US and CBX that violate the terms, conditions, representations, and warranties in the Company Agreement.

12. Mr. Moayedí told me in our negotiations before entering into the Company Agreement that if I would work with the two Towns about the reliability of the EB-5 financing to make the cities comfortable with EB-5 financing and assist Henry Global with raising the EB-5 funds without a salary, stipend, or reimbursement, that no preferred or priority capital would exist, in exchange for my 20% interest in MRW. I agreed, and the Company Agreement is consistent with Mr. Moayedí's representations to me and our agreement. In reliance on Mr. Moayedí's oral representations and the written representations in the Company Agreement, I contributed my expertise, advice, time, effort, and expenses in working with the Towns and assisting Henry Global with the EB-5 fundraising endeavor for MRW to raise the outside capital investment for the project. But for such representations, I would not have invested in the MRW project and continued to contribute my time, money, resources, and expertise, and that of my company's and team's to fundraising and management of the development.

13. Regarding EB-5 fundraising, I travelled to China once on behalf of MRW and twice on behalf of Statler, spending 15 to 20 days in China per trip and stopping in 12-15 cities per trip and met with a total of approximately 1,500 to 7,000 potential investors. There were over 2,000 potential investors at the Beijing fundraising conference alone. I met with the

Chinese EB-5 fund promoter/broker-dealer/lead agent, Henry Global's employees. During the third trip, because of my background with The Perot Group, Hillwood, and the Dallas Mavericks (as our ownership group with the Dallas Mavericks signed Chinese National Wong JuJu, which became a centerpiece of the conferences), Mr. Zou asked that I serve as one of the keynote speakers for the final presentation meeting at which I spoke to potential investors who attended the meetings. The only members of the fundraising road show team who attended the meetings were Henry Global employees and me and my team. I was introduced to and provided the names, titles, and roles of each of Henry Global's employees attending the road show meetings. During the 45-60 days I spent with Henry Global, I learned how Henry Global promoted the EB-5 investment meetings for the MRW project and recruited attendees. Not once did anyone from a company by the name of Sino or Sino-US attend any of the meetings or participate in any of the fundraising, promotion or recruiting efforts. Nor did anyone ever mention "Sino" or "Sino-US" during the road show or during any of the meetings. Further, not once did I meet anyone by the name of or hear any reference to anyone by the name of Lu Zingliu, the purported signatory of written agreements between FloMo and Sino-US and LLSF and Sino-US executed on a date subsequent to and after all of the \$150 million EB-5 loan funds closed, were disbursed to FloMo and A&J, and available for drawing down upon to pay for vertical construction, thereby negating the contention that Sino-US actually played any role or performed any work in raising the EB-5 funds for MRW, as their agreements are prospective and the services they were to render had already been performed by Henry Global with my assistance and the funds already raised and fully funded.

14. When I was in China helping Henry Global raise EB-5 funds, the Henry Global employees prepared a brochure and power point presentation [See Exhibits 4 and 5, true and

correct copies of the power points (FZ 1346-1490 Deposition exhibits 149-150)] for the fundraising road show in China, which was displayed at each meeting to the potential-investor attendees in the Mandarin language, while I was provided with the same version of the power point in English. The names of the companies involved in the fundraising efforts were prominently displayed in the brochure and power point. Sino and Sino-US were not identified.

15. However, I have read the purported accounting records for EB-5 lending entity FloMo (managed by A&J Capital) and produced by FloMo and A&J that, much to my surprise, reveal that \$25 million was paid to Sino-US on the MRW's \$150 million EB-5 loan project. See FloMo purported accounting ledgers produced by FloMo and A&J attached as Exhibit 3. I never authorized, agreed-to, or approved payment of fees or any funds to Sino-US, let alone have I heard of Sino-US. Based on my personal knowledge and experience from being there in China with Henry Global, I know that Sino-US was never involved in the EB-5 fundraising. I never received a notice from LLSF or Mr. Moayedhi on behalf of MRW advising of a company meeting to allow such payments of \$25 million to Sino-US for doing nothing on the MRW project.

16. The information about the EB-5 fund presented to the potential investors at the road show meetings described a \$150 million fund for the MRW project and \$80 million for the Statler Hotel project requiring one-time investment from each investor of \$500,000 in exchange for U.S. Immigration Visas and Green Cards. The goal for the MRW project was to find 300 individual investors to clear approval through the USCIS and obtain their \$500,000 investment. The roadshow was a success, as a total of \$230 million in EB-5 funds was raised for both the MRW and Statler Hotel projects combined.

17. Mr. Moayedhi informed the Towns of Westlake and Flower Mound in writing and at Town meetings that the horizontal construction using the PID funds would be completed by

August, 2015, and that the anticipated EB-5 loan money that was to be used for vertical construction was expected to close by June, 2016, and that the horizontal and vertical construction for Westlake Entrada and Flower Mound Riverwalk would be completed by June, 2017 for a combined budget of \$145 million. All \$150 million of the EB-5 funds were funded and released for use in vertical construction at Entrada and Riverwalk on June 15, 2016. Nevertheless, neither project is completed as of this day, nearly four years later, and nearly three years late. Because Mr. Moayeddi took the PID bond money and used them on other indebtedness and ventures unrelated to MRW and because he misappropriated the PID bond money, the PID bonds are now null and void, thereby putting the project in jeopardy, de-valuing the project, and thereby de-valuing my ownership interest.

18. Mr. Moayeddi had delegated management of the PID construction to his employee at Centurion by the name of Mike Beatty. Mr. Beatty also owned a separate construction company called Mooreland Construction that sub-contracted with Centurion to perform construction management services on the MW project while Mr. Beatty was also an employee of Centurion. Mr. Beatty was in charge of starting and finishing the infrastructure for Entrada and Riverwalk. However, despite the availability of PID funds and notice to proceed with infrastructure construction from the Towns in February, 2015, Mr. Beatty did not begin PID construction until September, 2015, seven months late. In the fall of 2015, and on many occasions during that timeframe, I visited Mr. Beatty in his office at 1800 Valley View Ln. in Farmers Branch where our offices were next to each other's. I went to visit with Mr. Beatty about the delay in the infrastructure construction that was supposed to be funded with PID bond money. Mr. Beatty said to me in his office that Mr. Moayeddi was the reason for the PID construction delay. Mr. Beatty did not provide any other explanation as to the cause or reason

for the delay other than Mr. Moayed. At that time, neither Mr. Beatty nor I knew the PID bond funds had been taken from MRW to use on other unauthorized projects. Mr. Beatty told me that Mr. Moayed's construction contractors were performing the work and that Mr. Moayed was not staffing the labor sufficiently to start and timely complete the work on schedule. Mr. Beatty told me that Mr. Moayed only had one bulldozer on the site sitting idle for months. Shortly before I departed for one of my three trips to China, it became evident to me and my team that the MRW's design of the vertical construction was significantly behind schedule. I hired Merriman Anderson Architects to take over the architectural design.

19. In 2015, while the PID construction was supposed to be underway and completed under Mr. Beatty's supervision, I tasked Merriman Anderson Architects with working with Westlake and Flower Mound regarding architectural design requirements necessary to obtain building permits and certificates of occupancy for the vertical construction. Design guideline agreements with the Towns for vertical construction aesthetic architectural guidelines were completed by the end of 2015. The EB-5 loan for vertical construction was scheduled to fund in June, 2016. Accordingly, because the design guidelines were approved by the Towns six months before the vertical construction was to begin, the design guidelines imposed by the two Towns did not cause any delay in starting construction of the vertical buildings. Under my supervision, the MRW project was scheduled to pull vertical construction building permits as of May 1, 2016. Based on my observations of the timing of the availability of PID funding, the schedule represented to the Towns, my review of construction project documents, and my conversations with Mr. Beatty, no impediment existed to timely commencement and on-time completion of the PID infrastructure construction. There existed no legitimate or reasonable reasons or causes for the delay in starting and completing the construction of the PID-funded infrastructure.

20. In February 2016, while meeting at my house, Mr. Moayeddi reiterated to me yet again as he had on many prior occasions, Mr. Moayeddi said to me while sitting on the couch of my personal study that he wanted to use his construction companies TriArc Construction, CA Construction, and Diesel Design-Build to build the Entrada and Riverwalk projects under MRW. Mr. Moayeddi said to me that the PID and EB-5 loan money was “our money”; that it belonged to us to do with what we wanted because it was “ours.” He said we could use the money in any way we chose, and that no one would have to know or would ever know. I told Mr. Moayeddi that I was not interested in doing that. I told him that I would not agree to participate in the scheme. I also told Mr. Moayeddi that I did not find his construction companies to be competent and that I did not trust his construction companies. I told him that I wanted to hire Hill & Wilkinson because they had already performed timely, efficient, and economical work on the exterior of the Statler Hotel. Because of these facts, I told Mr. Moayeddi I refused to hire his construction companies as the lead contractors. Mr. Moayeddi became angry at my refusal to cooperate in his fraudulent scheme and he quickly left my house. We have now discovered that Mr. Moayeddi had already entered into interior finish out contracts with Tri Arc behind my back to build the interior finish out of the Statler.

21. On or about February 28 and March 1, 2016, I received Notice of Termination letters from Mr. Moayeddi’s lawyers purporting to terminate my contracts as the Omnibus Property Manager and Owner’s Agent on the Statler Hotel project. The letters failed to state any reason or cause for termination. The letters lacked any of the contractually-required cause for termination and gave no contractually-required advanced 30-days’ notice or 30 days’ opportunity to cure. I was told not to communicate with project personnel. To this day, Mr. Moayeddi, LLSF, nor Centurion or any of their lawyers have ever informed me or my lawyer of the alleged cause

of the purported termination of my management contract for the Statler Hotel project and removal and cease and desist from the project property and personnel for Statler and MRW.

22. Four years later, neither project is complete, but based on my review of the MRW bank accounts and ledgers produced by Centurion and LLSF (See a true and correct copy of the MRW bank account and ledger spreadsheets attached as Exhibit 6) , the reports from construction draw observer CBRE (see a true and correct copy of the CBRE Reports #1-22 attached as Exhibit 7), and the FloMo and A&J purported ledgers in Exhibit 3, substantial monies have been spent from the PID and EB-5 funds in 2015 before horizontal construction began and in 2016 before EB-5 funds were available and before vertical construction began. Likewise, while PID funds and EB-5 funds were available, construction had either not commenced or progress was far behind schedule and far behind the expended monies. Although nearly \$200 million in funding was available for constructing MRW on time, not one business is open other than Centurion-affiliated company sales office. Not one condo residence is occupied. Not one restaurant is open. Not one lease has been executed to non-Centurion related tenants. No profits have been generated from the project because the project is not complete. FZ WLRW and I have not received any money from the MRW project, including distributions of profits, and we do not expect to receive any money until such time as completion of the project occurs, hopefully later this year, and even then, not until revenue from leases and other operational income or sale of property generates profit that can be paid to FZ WLRW in the amount of 20% of such profits as distributed.

23. LLSF and Mr. Moayedhi also engaged in self-dealing by entering into sole-sourced construction contracts on the MRW project with companies owned and/or controlled by Mr.

Moayed, e.g., TriArc, CA Construction, and Diesel Design-Build, instead of following state law requiring PID project contracting occur through a competitive bidding process. LLSF and Mr. Moayed benefited by this through delaying the project construction progress, artificially (but not actually) purporting to increase the cost, causing Centurion to create an artificial increase in the budget, and the need for seeking approval for additional funding to further increase the profit margin of Centurion and Mr. Moayed's owned/controlled construction companies. The Excel spreadsheet ledgers produced by Centurion reveal that the budget for the MRW project has increased to exceed \$200 million. See true and correct copies of Centurion MRW ledgers attached as Exhibit 7. The same ledgers indicate that Mr. Moayed obtained an increase in the EB5 loan taking the loan from \$150 million to \$225 million without a change in scope and no competitive bids.

24. What is also evident from the MRW ledgers and bank statements is that Centurion, LLSF, and Mr. Moayed were using PID funds to repay Mr. Moayed's land loan for the purchase of the land (which was not authorized by the city ordinances issuing the PIDs or the Jefferies bond offering statement regarding the sale of the PID bonds, which is fraudulent misappropriation and rendering the PID bonds as null and void, jeopardizing the project). The PID funds were used to pay Mr. Moayed for the land loan despite LLSF paying Mr. Moayed for reimbursement of owner equity for the land that the PID funds already paid off. Also evident from the CBRE reports is that LLSF, Centurion, and Mr. Moayed were using EB-5 funds to construct the horizontal infrastructure that PID funds were supposed to be used for exclusively.

25. While neither I nor my company has received payment from the MRW project, I have read the financial records produced by LLSF and LLSF's tax preparer, Jason George, CPA, which reveal that distributions have been paid to Mr. Moayed, through payment to his company

LLSF LLC
Equity Reconciliation
as of 12/31/16

Co #	GL #	Account Name	12/31/2016 Balance	K1	Co #	Entity	GL #	Account Name	12/31/2016 Balance	Variance	Explanation
9W	3039	Equity-2M Holdings	-								
	3040	Equity-2M Holdings Contribution	(95,866,366.00)								
	3041	Equity-2M Holdings Distribution	11,326,369.84								
			(84,539,996.36)	84	2M Holdings	169W	Investment in LLSF LLC	6,707,485.71	(77,832,510.65)		please see note below

2M Holdings, from MRW in the amount of \$11.3 million in 2016:

See LLSF's Equity Reconciliation Sheet a true and correct copy of which is attached as Exhibit 8. So LLSF has paid to Mr. Moayed's company, 2M Holdings, and Mr. Moayed has received \$11.3 million distribution from either PID or EB-5 funds long before any significant construction of any kind had begun, let alone before any profits have been realized in violation of the Company Agreement (see Exhibit 1 at Sec. 3.09 at page 9 and Secs. 5 and 6, pages 10-13). Although LLSF's financial records reflect the distribution to Mr. Moayed, my company and I have not received any K-1s or properly signed and filed tax returns for MRW, and we have been requesting and awaiting the tax returns for four years. Such records have been requested in discovery in this litigation from the IRS and we await their production from the IRS.

26. The purported FloMo ledgers also reveal tens of millions of dollars of MRW EB-5 loan monies have been paid to recipients unrelated to MRW, including approximately \$1 million that have been paid out of MRW's EB-5 loan money to a company called Evergreen (owned and operated by former A&J employee Ming Yu) performing consulting services for Centurion on other Centurion-developed and Moayed-owned projects that are not MRW and in

which FZ WLRW nor I have ownership interest. See Exhibit 3. Evergreen performed no services on the MRW project, yet per the purported FloMo ledgers produced by A&J, approximately \$1 million has been paid to Evergreen from the MRW EB-5 loan funds in the FloMo bank account. The EB-5 funds for MRW can only be used for MRW, not for other Centurion projects. Centurion participated in this fraudulent money-laundering scheme by knowingly receiving a purported “developer’s fee” for which there was no contract between Centurion and MRW for the payment of such fee, and Centurion, in turn, at Mr. Moayeddi’s instruction, then paying the purported fee to 2M Holdings, who was then instructed by Mr. Moayeddi and Centurion to pay the purported developer fee to Ming Yu at Evergreen. See the Evergreen entries in the purported FloMo ledgers at Exhibit 3 and see also attached as Exhibit 9 the internal Centurion email regarding payment of MRW funds to Centurion to 2M to then be paid to Evergreen for Evergreen’s work on non-MRW Centurion projects.

27. During the nearly three-year delay of the construction of MRW, Mr. Moayeddi and Centurion have been busy purchasing other properties and completing other projects. For example, Centurion has purchased the Crespie Estate (Tom Hicks’ Estate Home), The Mesquite Rodeo, Collin Creek Mall, a luxury ranch in Colorado, the Cabana Hotel in Dallas. Most prominently, however is Centurion’s development of Mercer Crossing, on which Centurion’s headquarters and corporate offices sit, a sizable property in Farmers Branch at the northwest corner of I-35E and I-635 West, which Centurion purchased from the late Gene Phillips. Mercer Crossing is a mixed use development owned and operated by Centurion in partnership then with the late Gene Phillips and located in Farmers Branch that was supposed to be funded in the amount of \$250 million from EB-5 funds raised by Henry Global and managed by A&J Capital. I have personal knowledge of the Mercer Crossing development because after I had successfully

completed the EB-5 approval process for MRW, obtained EB-5 approval for MRW, and helped Henry Global raise the \$150 million in EB-5 funds for MRW, Mr. Moayed and Centurion executive officer Jeff Shirley asked me to help Centurion put together and submit the Mercer Crossing EB-5 loan package application for approval by the USCIS. Although neither my company nor I have ever owned any interest of any kind in Mercer Crossing and have received no money from Mercer Crossing, I agreed to lend my EB-5 expertise as a favor to Mr. Moayed to help Centurion obtain EB-5 loan approval. With my help, the USCIS approved Centurion's \$250 million EB-5 loan package application for Mercer Crossing. All that was required next to complete the process of obtaining EB-5 funding for Mercer Crossing was to obtain approval from the City of Farmers Branch; however, Farmers Branch would not approve the participation in the EB-5 loan program, thereby stripping Mercer Crossing of \$250 million in funding. No EB-5 money has been disclosed by Centurion as a part of the capital stack of funds for Mercer Crossing. Centurion has never disclosed the source of its funding for Mercer Crossing. Nevertheless, the specific development of Mercer Crossing in Farmers Branch that I assisted Centurion in obtaining EB-5 USCIS approval (but for which EB-5 funds were never obtained) is substantially complete and generating revenue; while MRW in Westlake and Flower Mound is far from substantially complete and becoming revenue-generating. See the photographs of Mercer Crossing and Westlake Entrada taken this month and attached as Exhibit 10 and 11, respectively.

28. The purported FloMo ledgers produced by A&J also indicate that \$5 million was paid to CBX and its owner, George Chee, just for signing draw request approvals, but the invoices issued by CBX to FloMo through its manager, A&J, reveal charges from and payments to CBX in amounts between \$500,000 to \$1 million, so there is a discrepancy between the figures represented in the purported FloMo ledgers and those charged by and paid to CBX. However, I have not had the opportunity to read the FloMo bank records from East West Bank in which the \$150 million in MRW's EB-5 funds has been and is currently being held because FloMo and A&J have resisted production of the bank records and despite my repeated efforts to compel production of the bank records, the records have not yet been ordered to be produced, so neither I nor my lawyers and experts can compare the purported ledgers with the actual bank statements for FloMo, the lending entity responsible for managing and distributing \$150 million in MRW's federally-regulated EB-5 loan comprising the vast majority of the funds for the project.

29. The financial records produced in discovery to date, including the purported LLSF and FloMo ledgers, reflect that approximately \$90 million has been misappropriated from the MRW project to apparently repay other indebtedness and fund other ventures unrelated to MRW; but we await the court order for the production of the FloMo bank records that reflect the transactions related to the EB-5 funds to complete the picture.

30. My address is 5608 Banister Ct., Plano, Texas 75093, Collin County, Texas.

31. My date of birth is July 19, 1955.

32. Today's date is February 28, 2020.



FRANK J. ZACCANELLI, JR.

EXHIBIT B

4. I am lead counsel for Plaintiff FZ WLRW, LLC (“FZ”) and derivative Plaintiff MRW INVESTORS, LLC (“MRW”) (collectively “Plaintiffs”) in the above-entitled matter, which is currently set for trial August 17, 2020.

5. Attached hereto as **Exhibit B-1** is a true and correct copy of the Loan Agreement By and Between FloMo Westlake Investments, LLC (Lender) and MRW Investors, LLC (Borrower) dated June 29, 2016.

6. Attached hereto as **Exhibit B-2** is a true and correct copy of the MRW Overall Development & Construction Schedule - 2015-07-17.

7. Attached hereto as **Exhibit B-3** is a true and correct copy of an Email dated August 26, 2015 from Nicholas Foley to H. Harry Aharonian, cc: Frank Zaccanelli Subject: latest draft of management agreements attaching draft Management Agreement.

8. Attached hereto as **Exhibit B-4** is a true and correct copy of an Email string dated May 7, 2015 from Michael Beaty to Spencer Bryson, Andrew Neporent, Joshua Cohen, cc: robert@mikloslegal.com Subject: RE" Draft Entrada Management Agreement.

9. Attached hereto as **Exhibit B-5** is a true and correct copy of the CBRE Project Status Report No. 10 for Riverwalk and Westlake - Phase I Prepared for MRW Investors, LLC dated February 1, 2018.

10. Attached hereto as **Exhibit B-6** is a true and correct copy of an Email string dated July 30, 2017 from Michael VanHuss to Michael Beaty RE Jackson parking garage bid list.

11. Attached hereto as **Exhibit B-7** is a true and correct copy of an Email dated September 7, 2016 from Jacky Huang to Michael Beaty, cc: Colin Moore, Jeff Shirley, Alex Verba, mrw@ajcap.com Subject: MRW structure chart attaching Structure Overview and Ownership Chart.

12. Attached hereto as **Exhibit B-8** is a true and correct copy of an email string dated June 23, 2015 from Jeff Shirley to Jerry Merriman, Jon Hendrickson, cc: Frank Zaccanelli, Andrew Neporent Subject: RE: Merriman.

13. Attached hereto as **Exhibit B-9** is a true and correct copy of the FloMo Westlake Investments, LLC Private Placement Memorandum for \$150,000,000 dated June 19, 2015.

14. Attached hereto as **Exhibit B-10** is a true and correct copy of an email string dated June 11, 2018 from Jason George to Sazzad Kazi, Brad Biber, cc: Lori Fisher, Evelyn Pandyopranoto, Michael Beaty Subject: RE: MRW & LLSF-Deferred Gain.

15. Attached hereto as **Exhibit B-11** is a true and correct copy of an Email dated May 2, 2018 from Jeff Shirley to Evelyn Pandyopranoto, Michael Beaty, cc: Brad Biber Subject: Evergreen Contract - Consulting fee.

16. Attached hereto as **Exhibit B-12** is a true and correct copy of an Email string dated June 28, 2018 from Evelyn Pandyopranoto to Michael Beaty Subject: RE: Mrw float.

17. Attached hereto as **Exhibit B-13** is a true and correct copy of the Fiamma Management Group's Letter of Intent in Connection with Flower Mound and Westlake Developments dated June 10, 2015 and executed by Frank Zaccanelli's Sole Manager and Member of Fiamma Management Group, LLC and Mehrdad Moayed as Manager and Registered Agent of MRW Investors, LLC.

18. Attached hereto as **Exhibit B-14** is a true and correct copy of an Email string dated June 29, 2018 from Jeff Shirley to Michael Beaty, cc: Evelyn Pandyopranoto Subject: RE: Invoice from Evergreen Asset Management.

19. Attached hereto as **Exhibit B-15** is a true and correct copy of the LLSF, LLC Equity Reconciliation as of December 31, 2016.

20. Attached hereto as **Exhibit B-16** is a true and correct copy of the PriceKubecka, PLLC letter dated November 1, 2018 to MRW Investors, LLC enclosing 2016 Limited Liability Company tax returns for the year ending December 31, 2016.

21. Attached hereto as **Exhibit B-17** is a true and correct copy of the Centurion American Development Group Year-End Accounting Checklist for preparation of tax returns for Tax Year 2016.

22. Attached hereto as **Exhibit B-18** is a true and correct copy of the MRW Investors, LLC Texas Franchise Tax Public Information Report Form 05-102 for Report year 2018.

23. Attached hereto as **Exhibit B-19** is a true and correct copy of the Evergreen Asset Management website screenshot showing Mercer Crossing development.

24. Attached hereto as **Exhibit B-20** is a true and correct copy of the First Amended and Restated Company Agreement of MRW Investors, LLC with an Effective Date of January 1, 2015 executed by Mehrdad Moayeddi as Sole Managing Manager of LDCF, LLC and Frank Zaccanelli as Sole Manager and Member of FZ WLRW, LLC.

25. Attached hereto as **Exhibit B-21** is a true and correct copy of the FloMo Westlake Investments, LLC General Ledger as of December 31, 2016.

26. Attached hereto as **Exhibit B-22** is a true and correct copy of the FloMo Westlake Investments, LLC General Ledger as of December 31, 2017.

27. Attached hereto as **Exhibit B-23** is a true and correct copy of the FloMo Westlake Investments, LLC General Ledger as of December 31, 2018.

28. Attached hereto as **Exhibit B-24** is a true and correct copy of the Centurion American Development Group Selected General Ledger Account Detail for 2015.

29. Attached hereto as **Exhibit B-25** is a true and correct copy of the Centurion American Development Group Selected General Ledger Account Detail for 2016.

30. Attached hereto as **Exhibit B-26** is a true and correct copy of the Centurion American Development Group Selected General Ledger Account Detail for 2017.

31. Attached hereto as **Exhibit B-27** is a true and correct copy of the Centurion American Development Group Selected General Ledger Account Detail for 2018.

32. Attached hereto as **Exhibit B-28** is a true and correct copy of the Centurion American Development Group Selected General Ledger Account Detail for 2019.

33. Attached hereto as **Exhibit B-29** is a true and correct copy of an email string dated October 27, 2017 from Tom Hayden to Jimmy Stathatos, Kevin Bryant, cc: Tommy Dalton, Tom Hayden, Bryn Meredith Subject: Re: Beyond frustrated with central Riverwalk.

34. Attached hereto as **Exhibit B-30** is a true and correct copy of the Comprehensive Business Plan for EB-5 Investment for FloMo Westlake Investments, LLC which will make a secured loan to MRW Investors, LLC for the development of the mixed use projects Westlake Entrada and Flower Mound Riverwalk at Central Park in the Dallas-Fort Worth Metroplex, Texas.

35. Attached hereto as **Exhibit B-31** is a true and correct copy of an email string dated September 2, 2015 from Jeff Shirley to Ming Yu, cc: Frank Zaccanelli Subject: RE: MRW - \$150M loan.

36. Attached hereto as **Exhibit B-32** is a true and correct copy of the Lantern Asset Management, LP Request for Information letter dated September 12, 2016 to MRW Investors, LLC.

37. Attached hereto as **Exhibit B-33** is a true and correct copy of the MRW Investors, LLC letter dated July 1, 2016 to Immigrant Investor Program, U.S. Citizenship and Immigration Services signed by Mehrdad Moayedi as Manager and Member.

38. Attached hereto as **Exhibit B-34** is a true and correct copy of an email string dated March 7, 2017 from Colin Moore to Huang, cc: Michael Beaty, mrw@ajcap.com Subject: RE: escrow waiver attaching FloMo Westlake Investments, LLC letter dated January 25, 2017 to Zhao Xinhua signed by Mehrdad Moayedi as Initial Manager.

39. Attached hereto as **Exhibit B-35** is a true and correct copy of an email string dated September 12, 2017 from Colin Moore to Thomas Glendenning, cc: Michael Beaty, Michael Van Huss, Jack Dawson Subject: Re: Wine Tasting/Clue and LOI for Entrada.

40. Attached hereto as **Exhibit B-36** is a true and correct copy of an email string dated September 8, 2015 from Debra Wallace to Jimmy Stathatos Subject: FW: Riverwalk Questions.

41. Attached hereto as **Exhibit B-37** is a true and correct copy of an email string dated March 3, 2015 from Alex Verba to Michael Beaty, cc: Andrew Neporent, Frank Zaccanelli, Ming Yu Subject: Re: JCE and NCE for 2N1 EB-5 Loan.

42. Attached hereto as **Exhibit B-38** is a true and correct copy of the PriceKubecka, PLLC letter dated August 9, 2019 to MRW Investors, LLC enclosing 2018 Limited Liability Company return for the year ending December 31, 2018.

43. Attached hereto as **Exhibit B-39** is a true and correct copy of the Sino-US Investment and Management Consulting Limited Invoice dated December 10, 2018 to FloMo Westlake Investments, LLC.

44. Attached hereto as **Exhibit B-40** is a true and correct copy of the CBRE Project Status Report No. 1 for Riverwalk and Westlake - Phase I Prepared for MRW Investors, LLC dated February 27, 2017.

45. Attached hereto as **Exhibit B-41** is a true and correct copy of the CBRE Project Status Report No. 17 for Riverwalk and Westlake - Phase I Prepared for MRW Investors, LLC dated January 30, 2019 (revised).

46. Attached hereto as **Exhibit B-42** is a true and correct copy of the CBRE Project Status Report No. 22 for Riverwalk and Westlake - Phase I Prepared for MRW Investors, LLC dated August 7, 2019.

47. Attached hereto as **Exhibit B-43** is a true and correct copy of an email dated June 29, 2016 from Alex Verba to mike@mooreland.com, cc: mrw@ajcap.com Subject: emailing - Westlake Entrada Phase I PID AIA Draw 6 2015-09-03 attaching Draw 6 document.

48. Attached hereto as **Exhibit B-44** is a true and correct copy of an email string dated June 18, 2015 from Alex Verba to cynthia@centurionamerican.com, casey@centurionamerican.com, jeff@centurionamerican.com, Travis Boghetich, cc: Mike Beaty, Richard Hadlow, aneporent@fiammapartners.com, Frank Zaccanelli, mrw@ajcap.com Subject: FWD: RE: Moayeddi Letter attaching Draft Private Placement Memorandum.

49. Attached hereto as **Exhibit B-45** is a true and correct copy of an email string dated December 9, 2015 from Alex Verba to Cynthia Collett, Jeff Shirley, cc: Travis Boghetich, Mike Beaty, Frank Zaccanelli Subject: RE: PPM JCE Ownership - Mercer Crossing - EB-5 Documents.

50. Attached hereto as **Exhibit B-46** is a true and correct copy of the \$26,175,000 Town of Westlake, Texas Special Assessment Revenue Bond, Series 2015 (Solana Public Improvement District).

51. Attached hereto as **Exhibit B-47** is a true and correct copy of an email dated September 9, 2016 from Michael Beaty to Jarrod Greenwood, cc: Jack Dawson, bcc: Datacove Archive, Subject: Draw 19 update attaching PID Draw 19 documentation.

52. Attached hereto as **Exhibit B-48** is a true and correct copy of an email dated December 16, 2016 from Michael Beaty to Jarrod Greenwood Subject: Draw 22 Wet Utility attaching Draw 22 documentation.

53. Attached hereto as **Exhibit B-49** is a true and correct copy of the Amended Development Agreement dated August 19, 2013 between the Town of Flower Mound, Texas and CADG Riverwalk, LLC (Developer).

54. Attached hereto as **Exhibit B-50** is a true and correct copy of the CBRE Project Analysis Report for Flower Mound Retail Center Riverwalk and Westlake - Phase I dated March 6, 2017.

55. Attached hereto as **Exhibit B-51** is a true and correct copy of the Petty & Associates letter dated August 29, 2018 to Centurion American, Mehrdad Moayedi regarding request to amend the PD Site Plan for portions of Entrada.

56. Attached hereto as **Exhibit B-52** is a true and correct copy of the Pan-American Agreement dated June 29, 2016 between Hokey Land Holdings, LP (Interested Party) and Pan-American Investment Consulting, Limited (Service Provider).

57. Attached hereto as **Exhibit B-53** is a true and correct copy of the FloMo Westlake Investments, LLC draft letter dated July 6, 2016 to Redacted Re: Waive of Escrow Account for

Subscription Amount and Administrative Fee of FloMo Westlake Investments, LLC with Mehrdad Moayedi signature block.

58. Attached hereto as **Exhibit B-54** is a true and correct copy of the Deposit Account Control Agreement draft among MRW Investors, LLC (Customer) and Cathay Bank (Bank) and FloMo Westlake Investments, LLC (Secured Party) dated 2018.

59. Attached hereto as **Exhibit B-55** is a true and correct copy of the Subcontract Agreement dated January 5, 2016 between TriArc Construction, LLC (Contractor) and Diesel Design Build (Subcontractor) for the project called Flower Mound River Walk Bldg 1&2.

60. Attached hereto as **Exhibit B-56** is a true and correct copy of the CBRE Project Status Report No. 7 for Riverwalk and Westlake - Phase I Prepared for MRW Investors, LLC dated October 20, 2017.

61. Attached hereto as **Exhibit B-57** is a true and correct copy of the LinkedIn page for Michael VanHuss.

62. Attached hereto as **Exhibit B-58** is a true and correct copy of an email string dated July 30, 2017 from Michael VanHuss to Royce Ring, Colin Moore, Michael Beaty, Todd Conger, Chris Zielke Subject: RE: Mercer Crossing.

63. Attached hereto as **Exhibit B-59** is a true and correct copy of an email dated September 6, 2017 from Michael VanHuss to Bill McCrorey, cc: Michael Beaty, Colin Moore Subject: Flower Mound - Merrill Lynch Lease.

64. Attached hereto as **Exhibit B-60** is a true and correct copy of an email string dated February 3, 2017 from zouzy@visa800.com to Michael VanHuss, H. Harry Aharonian, Michael Beaty, cc: frank@ajcap.com, Alex Verba, Laura Wayland Subject: RE: Statler and MRW Site visits - Henry Global - Zack Zou.

65. Attached hereto as **Exhibit B-61** is a true and correct copy of an email string dated September 6, 2017 from Michael VanHuss to Michael Beaty, Jeffrey Ma, cc: Michael VanHuss, Evelyn Pandyopranoto Subject: RE: Copy of MRW EB-5 Loan Draw 8 2017-09-05 JH mgb.xlsx.

66. Attached hereto as **Exhibit B-62** is a true and correct copy of a presentation entitled MRW Project Henry Global As Lead Agent.

67. Attached hereto as **Exhibit B-63** is a true and correct copy of an email string dated October 25, 2015 from H. Harry Aharonian to Frank Zaccanelli, Andrew HK Neporent Subject: Fwd: Developer presentation for MRW - Zaccanelli trip to China.

68. Attached hereto as **Exhibit B-64** is a true and correct copy of the First Amendment to Written Consent dated November 6, 2015 by Frisco Texas International Development Center, LLC (Class A Manager) for FloMo Westlake Investments, LLC (Company), Mehrdad Moayedi (initial Manager), and A&J Capital Investment, Inc (Class B Manager).

69. Attached hereto as **Exhibit B-65** is a true and correct copy of the EastWest Bank Outgoing Wire Funds Transfer Requests dated February 21, 2018 from MRW Investors, LLC wire to East West Bank.

70. Attached hereto as **Exhibit B-66** is a true and correct copy of an email dated September 28, 2016 from H. Harry Aharonian to Michael Beaty, cc: Alex Verba Subject: MRW Trips and Subscription Dates.

71. Attached hereto as **Exhibit B-67** is a true and correct copy of the Centurion American Development Group Year-End Accounting Checklist for preparation of tax returns for Tax Year 2017.

72. Attached hereto as **Exhibit B-68** is a true and correct copy of an email string dated June 30, 2016 from Jacky Huang to Jeff Shirley, cc: Karl Lott, mike@mooreland.com, Talana Turner-Guidry, Jack Dawson, Alex Verba Subject: RE: New Written Consent for Mehrdad to sign for the Bank attaching DACA Final 6-1-16.

73. Attached hereto as **Exhibit B-69** is a true and correct copy of an email string dated September 16, 2016 from Alex Verba to Jacky Huang, Nina Otero, cc: mrw@ajcap.com, Peter Rolewicz Subject: RE: MRW Draw #2 2016-09-12.

74. Attached hereto as **Exhibit B-70** is a true and correct copy of the Tripex Capital, Inc. letter dated August 5, 2015 to Fiamma Management, LLC Re: Consulting Services and in Good Standing with the State of California.

75. Attached hereto as **Exhibit B-71** is a true and correct copy of an email string dated May 11, 2015 from Ming Yu to Andrew HK Neporent, Frank Zaccanelli Subject: Fwd: FMWL Mgmt Fee agreements.

76. Attached hereto as **Exhibit B-72** is a true and correct copy of the Tripex Capital, Inc. webpage entitled Overview.

77. Attached hereto as **Exhibit B-73** is a true and correct copy of the Evergreen Asset Management, Inc Invoice dated Jul 25, 2018 to Centurion American Development Group for Consulting fees.

78. Attached hereto as **Exhibit B-74** is a true and correct copy of a printout of FloMo Westlake Investments, LLC General Ledger as of December 31, 2017.

79. Attached hereto as **Exhibit B-75** is a true and correct copy of a printout of FloMo Westlake Investments, LLC General Ledger as of December 31, 2018.

80. Attached hereto as **Exhibit B-76** is a true and correct copy of the Intermediary Fee Agreement dated June 29, 2016 between Sino-US Investment and Management Consulting Limited (Intermediary) and FloMo Westlake Investments, LLC (NCE).

81. Attached hereto as **Exhibit B-77** is a true and correct copy of an IRS.gov webpage dated March 3, 2015 Summary of information on FloMo Westlake Investments, LLC.

82. Attached hereto as **Exhibit B-78** is a true and correct copy of the Office of the Texas Secretary of State letter attaching Certificate of Formation Limited Liability Company for FloMo Westlake Investments, LLC.

83. Attached hereto as **Exhibit B-79** is a true and correct copy of the Office of the Texas Secretary of State letter attaching Certificate of Fact for FloMo Westlake Investments, LLC.

84. Attached hereto as **Exhibit B-80** is a true and correct copy of the Office of the Texas Secretary of State Certificate of Fact for FloMo Westlake Investments, LLC.

85. Attached hereto as **Exhibit B-81** is a true and correct copy of the Company Agreement of FloMo Westlake Investments, LLC executed on February 9, 2015 by Mehrdad Moayedi as Manager and Member.

86. Attached hereto as **Exhibit B-82** is a true and correct copy of the Jones Lang LaSalle Americas, Inc. Market Demand Study dated May 25, 2015 for the Westlake Entrada and Riverwalk in Flower Mound developments addressed to FloMo Westlake Investments, LLC / Mehrdad Moayedi.

87. Attached hereto as **Exhibit B-83** is a true and correct copy of The Town of Flower Mound, Texas letter signed by Mayor Tom Hayden and dated October 8, 2015 to

Centurion American Development Group / Mehrdad Moayedi RE: Targeted Employment Area Designation.

88. Attached hereto as **Exhibit B-84** is a true and correct copy of the MRW Investors, LLC memorandum signed by Angelo Zaccanelli and dated January 11, 2016 Re: Requested Photos of Current Status for Flower Mound River Walk Project attaching photographs.

89. Attached hereto as **Exhibit B-85** is a true and correct copy of the MRW Investors, LLC memorandum signed by Angelo Zaccanelli and dated January 10, 2016 Re: Requested Photos of Current Status for West Lake Entrada Project attaching photographs.

90. Attached hereto as **Exhibit B-86** is a true and correct copy of the NYU Stern Center for Real Estate Finance Research paper dated May 22, 2015 entitled A Roadmap to the Use of EB-5 Capital: An Alternative Financing Tool for Commercial Real Estate Projects.

91. Attached hereto as **Exhibit B-87** is a true and correct copy of a PowerPoint presentation slides entitled Structure Overview and Ownership Chart.

92. Attached hereto as **Exhibit B-88** is a true and correct copy of the G&A Consultants, LLC site plan entitled Concept C Tract 2B - 85.90 Acres Solana dated September 21, 2012.

93. Attached hereto as **Exhibit B-89** is a true and correct copy of the G&A Consultants, LLC site plan entitled Entrada Development Plan.

94. Attached hereto as **Exhibit B-90** is a true and correct copy of the G&A Consultants, LLC site plan overlay entitled Entrada Development Plan.

95. Attached hereto as **Exhibit B-91** is a true and correct copy of the G&A Consultants, LLC site plan for Entrada Lot 1, Block A dated October 2013.

96. Attached hereto as **Exhibit B-92** is a true and correct copy of Various site photographs from mid-2015.

97. Attached hereto as **Exhibit B-93** is a true and correct copy of IRS Form 1065 U.S. Return of Partnership Income for 2018 for MRW Investors, LLC.

98. Attached hereto as **Exhibit B-94** is a true and correct copy of the CBRE Project Status Report No. 17 for Riverwalk and Westlake - Phase I Prepared for MRW Investors, LLC dated January 30, 2019 (revised).

99. Attached hereto as **Exhibit B-95** is a true and correct copy of CBRE Project Status Report No. 22 for Riverwalk and Westlake - Phase I Prepared for MRW Investors, LLC dated August 5, 2019.

100. Attached hereto as **Exhibit B-96** is a true and correct copy of excerpts from Mehrdad Moayedi's June 27, 2019 deposition.

101. Attached hereto as **Exhibit B-97** is a true and correct copy of excerpts from Ming Yu's October 4, 2029 deposition.

102. Attached hereto as **Exhibit B-98** is a true and correct copy of excerpts from Ming Yu's January 10, 2020 deposition.

103. Attached hereto as **Exhibit B-99** is a true and correct copy of excerpts from Michael Beaty's March 18, 2019 deposition.

104. Attached hereto as **Exhibit B-100** is a true and correct copy of excerpts from Michael Beaty's June 25, 2019 deposition.

105. Attached hereto as **Exhibit B-101** is a true and correct copy of excerpts from Michael Beaty's June 26, 2019 deposition.

106. My address is 3800 Renaissance Tower, 1201 Elm Street, Dallas, Texas 75270.

107. My date of birth is Nov. 4, 1967.

108. The facts stated in this declaration are true and correct under penalty of perjury and are based on my personal knowledge.

/s/ Gregory N. Ziegler

Gregory N. Ziegler