

Memorandum of Understanding

This document constitutes a Memorandum of Understanding (“MOU”) between Daniel Miller, with principal place of business located at 9883 Chocolate Summit Drive, El Cajon, California, 92021, (“MILLER”) and Samad Attisha of 7640 University Avenue Suite A, La Mesa, CA 91942 (“ATTISHA”).

Purpose & Scope: The purpose of this MOU is to clearly identify the roles and responsibilities of the Parties as they pertain to the anticipated agreement defined herein.

In particular: MILLER and ATTISHA shall work together to bring real property located at 42748 Old Highway 80, Jacumba, CA 91934 into compliance with the County of San Diego.

Background:

- A) MILLER previously owned real property located at 42748 Old Highway 80, Jacumba, CA 91934 (“JACUMBA”) that was seized and sold at auction to ATTISHA by the County of San Diego.
- B) Prior to JACUMBA being seized and sold at auction to ATTISHA by the County of San Diego, MILLER was issued a notice of violations and was in the process of clearing said violations.
- C) At the time JACUMBA was sold to ATTISHA by the County of San Diego, the property has violations that were not cleared by MILLER or the County of San Diego.
- D) Since ATTISHA purchased JACUMBA, the property has continued to accumulate additional violations and the County of San Diego has issued additional violations.
- E) MILLER and ATTISHA desire to clean the property and cure all violations with the County of San Diego.
- F) MILLER has agreed to purchase JACUMBA from ATTISHA on the condition that the County of San Diego returns all monies owed from the seizure and sale of JACUMBA to ATTISHA by the County of San Diego and issue a permit to operate a vehicle wrecking yard.
- G) In the event the County of San Diego does not return all monies owed from the seizure and sale of JACUMBA to ATTISHA by the County of San Diego and issue a permit to operate vehicle wrecking yard, MILLER will work with ATTISHA to cure the aforementioned violations with the County of San Diego.

MILLER’s Responsibilities:

1. MILLER shall request assistance from the County of San Diego to have it return all monies owed from the seizure and sale of JACUMBA to ATTISHA by the County of San Diego and issue a permit to operate a vehicle wrecking yard.
2. In the event the County of San Diego agrees to return all monies owed from the seizure and sale of JACUMBA to ATTISHA by the County of San Diego and issue a permit to operate a vehicle wrecking yard, MILLER shall purchase JACUMBA for a grand total of \$500,000.00 as follows:
 - a. MILLER to pay ATTISHA \$200,000.00,
 - b. ATTISHA to carry the remaining \$300,000.00 as an interest only loan for three years,
 - c. MILLER to pay ATTISHA \$2,000.00 per month as an interest only payment,
 - d. On or before three years from the issuance of the loan to MILLER, MILLER shall pay ATTISHA the balance of the loan or \$300,000.00.
 - e. There is not any prepayment penalty on the loan.
3. In the event the County of San Diego fails to return all monies owed from the seizure and sale of JACUMBA to ATTISHA by the County of San Diego and issue a permit to operate a vehicle wrecking yard, MILLER shall lease JACUMBA for \$4,000.00 per month and clean the property to cure the aforementioned violations. During this period of time MILLER shall have unfettered use and complete control over the premises and keep all profits from the clearing JACUMBA and curing the aforementioned violations.

ATTISHA's Responsibilities:

1. In the event the County of San Diego agrees to return to MILLER all monies owed from the seizure and sale of JACUMBA to ATTISHA by the County of San Diego and issue a permit to operate a vehicle wrecking yard, ATTISHA shall sell JACUMBA to MILLER for a grand total of \$500,000.00 as follows:
 - a. MILLER to pay ATTISHA \$200,000.00,
 - b. ATTISHA shall carry the remaining \$300,000.00 as an interest only loan for three years,
 - c. MILLER to pay ATTISHA \$2,000.00 per month as an interest only payment,
 - d. On or before three years from the issuance of the loan to MILLER, MILLER shall pay ATTISHA the balance of the loan or \$300,000.00.
 - e. There is not any prepayment penalty on the loan.
2. In the event the County of San Diego fails to return all monies to MILLER owed from the seizure and sale of JACUMBA to ATTISHA by the County of San Diego and issue a

permit to operate a vehicle wrecking yard, ATTISHA shall lease JACUMBA to MILLER for \$4,000.00 per month so he is able to clean the property and cure the aforementioned violations. During this period of time MILLER shall have unfettered use and complete control over the premises and keep all profits from the clearing JACUMBA and curing the aforementioned violations.

Claims and Controversies. Any controversy, claim or dispute arising out of, or relating to, this Agreement shall be settled solely and exclusively by binding arbitration in San Diego, California. Such arbitration shall be conducted on an expedited basis and shall be done so in accordance with the then prevailing commercial arbitration rules of the American Arbitration Association ("AAA"). Each party shall bear its own attorney's fees and expenses. The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive. The Superior Court of the State California shall enforce any and all decisions and awards rendered by the arbitrator. The arbitrator shall not have the right to award punitive damages or speculative damages to either party and shall not have the power to amend this Agreement. The Party who loses the action shall pay the prevailing Party's reasonable attorney fees, together with actual costs.

Execution:

Dated: March 1, 2022

Danile Miller, individually

Dated: March 1, 2022

Samad Attisha, individually