

NOTICE OF DISPOSITION AT PUBLIC AUCTION SALE

NOTICE IS HEREBY GIVEN that on **Tuesday, August 30, 2022, at 10:00 A.M. (PDT)** (the "Auction Date"), Sabag Holdings, LLC (the "Secured Party") intends to sell at a public sale auction (the "Auction") the Collateral (defined below) to the highest Qualified Bidder (defined in the Terms of Sale, but including the requirement that any such Qualified Bidder must be either a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act of 1933, as amended or "accredited investor" in reliance on Rule 506(c) under the Securities Act ("Rule 506(c)), in a public auction (the "Auction") in accordance with Section 9-610 of the Uniform Commercial Code as enacted in the State of California ("UCC"):

The Collateral is to be sold in two (2) Lots which Lots will not be further divided or sold in any lesser amounts. The Collateral consists of all right, title and interest of SoCal Building Ventures, LLC, a Delaware limited liability company ("Debtor"), in and to the following Shares and Membership Units (collectively, the "Collateral") -

- (i) LOT 1 - 5,000 shares of stock in aggregate represented by Share Certificate numbers, 4, 5, 6, 7 and 8, each reflecting 1,000 shares, in and to Valley Collective Care, Inc. a California corporation (collectively, the "Shares"), which interest is purported to constitute fifty percent (50%) of the total outstanding share in Valley Collective Care, Inc.; and
- (ii) LOT 2 - 500 membership units in aggregate represented by Membership Certificate numbers, 1, 2, 3, 4 and 6, each reflecting 100 membership units, in and to Saticoy Property Managers, LLC. a California limited liability company (collectively, the "Membership Units"), which interest is purported to constitute fifty percent (50%) of the total outstanding membership interests in Saticoy Property Management, LLC.

Secured Party's interest in the Collateral is set forth pursuant to the terms of that (x) certain Security Agreement, dated as of March 6, 2020 (the "Security Agreement 1"), entered into by and among Debtor and Secured Party, to secure the amounts due pursuant that certain Secured Promissory Note in the original principal amount of Five Million Dollars (\$5,000,000) dated December 31, 2018, as amended from time to time (the "\$5M Note"), and (y) certain Security Agreement, dated as of March 6, 2020 (the "Security Agreement 2"), entered into by and among Debtor and Secured Party, to secure the amounts due pursuant that certain Secured Promissory Note in the original principal amount of Two Million Dollars (\$2,000,000) dated April 1, 2019, as amended from time to time (the "\$2M Note")(the \$5M Note and the \$2M Note each individually a "Secured Note" and collectively the "Secured Notes" and collectively with Security Agreement 1 and Security Agreement 2 (each individually a "Security Agreement" and collective the "Security Agreements"), the "Loan Documents" as each individually or collectively amended, modified or supplemented from time to time).

In light of local, state and/or federal COVID-19 related laws, rules and/or regulations that may be in effect at the time of the Auction, the Auction will be held on the Auction Date by video and tele-conference (the site of which shall be referred to as the "[Virtual Auction Site](#)") the details of which shall be available at the website of Braun International as follows:

<https://www.braunco.com/worldbid/valleycollectivecare-pledged-securities-auction/>

The Auction will be conducted at the Virtual Auction Site only. The Auction will be conducted by the Braun International together with GT Securities (broker dealer license number CRD#: 116012/SEC#: 8-53527 (collectively, "Auctioneer"), acting solely in its capacity as auctioneer, on

behalf of the Secured Party. Secured Party reserves the right to postpone, continue or cancel the Auction in its sole discretion.

Only Qualified Bidders as set forth in the Qualified Bidder Requirements which can be found at the Virtual Auction Site, will be permitted to participate in the Auction. In advance of the Auction, Qualified Bidders only will be provided a participant access code by the Auctioneer for participation and bidding at the Virtual Auction Site.

The Secured Party reserves the right to (a) remove one or both Lots from the sale, (b) terminate the sale in whole or in part, or to adjourn the sale to such other date and time as the Secured Party may deem proper, by announcement (x) prior to the Auction Date, (y) on the Auction Date (but prior to the start of the bidding at the Auction) on the Virtual Auction Site, or (z) at any subsequent adjournment of the Auction (at such adjourned date and location of the Auction), without further publication, (c) waive any formalities or irregularities in any bid, (d) negotiate, re-offer or not sell one or both Lots of the Collateral, (e) reopen bids, (f) settle disputes between bidders and/or (g) resolve all other sale matters in its sole discretion.