

Fill in this information to identify the case:

Debtor 1 GenCanna Global USA, Inc.
Debtor 2 GenCanna Global, Inc.
(Spouse, if filing)
United States Bankruptcy Court for the: Eastern District of Kentucky
Case number 20-50133

RECEIVED

FEB 27 2020

LEGAL SERVICES

Filed: USBC - Eastern District of Kentucky
GenCanna Global USA, Inc., Et al (B10)
20-50133 (GRS)



0000000007

04/16

Official Form 410

Proof of Claim

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

FA Commercial Due Diligence Services Co.
Name of the current creditor (the person or entity to be paid for this claim)
Other names the creditor used with the debtor Commercial Due Diligence Services

2. Has this claim been acquired from someone else?

☒ No
☐ Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

Commercial Due Diligence Svcs
Attn: Betty Mason
Name
3550 W. Robinson St. 3rd Floor
Number Street
Norman, OK 73072
City State ZIP Code

Contact phone 407-691-5258
Contact email bmason@firstam.com

Where should payments to the creditor be sent? (if different)

Commercial Due Diligence Svcs
Name
P.O. Box 677858
Number Street
Dallas, TX 75267-7858
City State ZIP Code

Contact phone 407-691-5258
Contact email bmason@firstam.com

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?

☒ No
☐ Yes. Claim number on court claims registry (if known) _____

Filed on _____
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No
☐ Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 18,200 Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Surveying and zoning report services.

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 02/18/2020

MM / DD / YYYY

Signature

Betty Mason

Print the name of the person who is completing and signing this claim:

Name

Betty Mason

First name

Middle name

Last name

Title

Director of Client Services

Company

FA Commercial Due Diligence Services

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

3530 W. Robinson St. 3rd Floor

Number Street

Norman

City

OK

State

73072

ZIP Code

Contact phone

407-691-5258

Email

bmason@firstam.com

Invoice

Commercial Due Diligence
3550 West Robinson, 3rd Floor
Norman, OK 73072

CDS
COMMERCIAL
DUE DILIGENCE SERVICES

GenCanna Global USA, Inc.
Richard H. Drennen
321 Venable Road, Suite 2
Winchester, KY 40391
859.577.8699
Richard.Drennen@GenCanna.com

Invoice No.
Project Name
CDS Job Number
Client Reference

19070146-1
US Hwy 45 North-Mayfield KY
19-07-0146

8/13/19

Salesperson	Mitch Fisher	Site Address
Project Manager	Rebecca Fletcher	3155 US Highway 45 North
Services Requested By	Richard H. Drennen	City/State
Payment Due	\$6,600.00	Mayfield, KY

CDS Coordination Service	Site Address	Total Amount
Land Suvey Services		\$5,900.00
Zoning Services		\$700.00
	Subtotal	\$6,600.00
	Tax	
	Total	\$6,600.00

Thank you for letting us serve you!

If you have any questions, please contact us at 888-322-7371 or email cds.projectmgr@firstam.com.

Wire Payment To:



RE: CDS 19-07-0146

Mail Payments To:

Commercial Due Diligence Services
Accounts Receivable Department
PO Box 677858
Dallas, TX 75267-7858

Please return a copy of this invoice
with your payment.

Invoice

Commercial Due Diligence
3550 West Robinson, 3rd Floor
Norman, OK 73072



GenCanna Global USA, Inc.
Richard Drennen
321 Venable Rd
Suite 2
Winchester, KY 40391

Invoice No.
Project Name
CDS Job Number
Client Reference

19090028-1
Colby Rd., Winchester, KY
19-09-0028

9/24/19

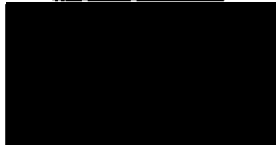
Salesperson	Mitch Fisher
Project Manager	Rebecca Fletcher
Services Requested By	Richard Drennen
Payment Due	On Receipt

CDS Coordination Service	Site Address	City/State	Total Amount
Land Survey Services	4274 Colby Rd	Winchester, KY	\$11,600.00
Subtotal			\$11,600.00
Tax			
Total			\$11,600.00

Thank you for letting us serve you!

If you have any questions, please contact us at 888-457-7878 or email cds.projectmgr@firstam.com.

Wire Payment To:



RE: CDS 19-09-0028

OR

Mail Payments To:

Commercial Due Diligence Services
Accounts Receivable Department
PO Box 677858
Dallas, TX 75267-7858

Please return a copy of this Invoice
with your payment.



AGREEMENT FOR SERVICES

PROJECT: US HWY 45 NORTH-MAYFIELD KY

SITE(S): 1

ATTACHMENTS:

1. EXHIBIT "A" List of Site(s) and Fees/Contact Information
2. EXHIBIT "B" Scope of Services
3. EXHIBIT "C" 2016 Standard ALTA Requirements – Table A, and CLIENT requirements (if applicable)
4. EXHIBIT "D" Surveyor's Certificate (if applicable)

THIS AGREEMENT is made July 24, 2019, by and between FA Commercial Due Diligence Services Co., hereinafter referred to as "CDS", and GenCanna Global USA, Inc. having offices at 321 Venable Road, Winchester, KY 40391, hereinafter referred to as the "CLIENT".

TERMS OF AGREEMENT

1. CLIENT Contact with CDS and Surveyors

CDS will coordinate work with a designated contact person representing the CLIENT. CDS agrees to provide the names and telephone numbers of a contact person and Project Manager for coordination with CLIENT. Any direct contact or communication with CDS's subcontracted surveyors without authorization from CDS will effectively cancel CDS's Errors and Omissions Insurance on those sites; ALL communications must be handled through the designated Project Manager unless otherwise authorized by CDS. As a coordinator, CDS is not a land surveying company and does not practice land surveying. As a part of CDS's services to its CLIENT's, CDS contracts with licensed land surveyors in each state to perform, and certify to the accuracy of, the surveying services for CDS's CLIENT's.

2. Time of Delivery

CDS intends to deliver all contracted work items within fifteen (15) business days of receipt of signed authorization to proceed. The due date may change if all title items are not delivered by CLIENT ten (10) business days prior to the due date. It is understood that delays may be encountered for weather, property line conflicts, excessive delays in receiving title commitments or supportive documentation, or Acts of God. Any problem or delay will be reported to the CLIENT immediately.

3. Fees

CDS's fees for coordinating and providing each work item is itemized on the quote sheet attached hereto (Exhibit "A"), and made an integral part of, this contract. Said fee is a not-to-exceed amount based upon the Scope of Services as shown on Exhibit "B" (and the stated requirements as shown on Exhibit "C" and the Surveyor's Certificate as shown on Exhibit "D" if applicable). Said fee includes surveyor fee(s), sales tax, overnight delivery charges, reproduction costs, telephone calls and materials incidental to the performance and preparation of the work items.

4. Payment of Fees

The fee will become due and payable upon first delivery of the work item(s). An invoice will be sent at this time and payment will be made within thirty (30) days of date of invoice (unless otherwise agreed upon by both parties in writing, in which case the following statements will not apply). CDS and CLIENT understand and agree that the payment for said fees is not subject to any pending real estate transaction or closing. A monthly finance charge of 1.5% will be added to any invoice amount that has not been paid within thirty (30) days.

At times, it is possible that a work item for a site will be submitted to the CLIENT, which work item has been completed to the extent possible based on the information provided to CDS by the CLIENT, but cannot be fully completed pursuant to the requirements for the services provided in this agreement due to missing documents or other information that have not been provided to CDS by the CLIENT. If CLIENT has not provided the missing document(s) and/or information to CDS within thirty (30) days after receiving the work item(s), the work item will be considered final.

5. Right to Cancel

It is understood that the CLIENT reserves the right to cancel some or all orders at any time. In the event of cancellation, the CLIENT will notify CDS in writing and agrees to compensate on the basis of reasonable charges for work performed and any expenses for incidentals to date.

6. Acceptance

The CLIENT and CDS agree with the requirements, terms, and conditions stated herein and as attached. Acknowledgment of the agreement and the attachments by the CLIENT'S signature below will serve as our authorization to proceed and CLIENT'S and CDS's acceptance of the terms herein.

This document becomes a legally binding agreement to be interpreted under the laws of the State of Oklahoma. The District Court of Cleveland County Oklahoma shall have exclusive jurisdiction of any dispute between the parties.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date below.

Approved: _____
By or on Behalf of: FA Commercial Due Diligence Services Co.

Accepted this 24TH day of JULY, 2019.

Accepted: _____
By or on Behalf of: GenCanna Global USA, Inc.

Title DIR, ADMIN

Print Name: RICHARD H DRENNEN

3550 W. Robinson Street, Third Floor Norman, OK 73072

TEL 405.253-2444 • FAX 714.688.5120
www.firstamcds.com

"Exhibit A"

SURVEYING SERVICES PROPOSAL

US Hwy 45 North-Mayfield KY

For: GenCanna Global USA, Inc.

Attention: Steve Bevan

July 24, 2019

FA Commercial Due Diligence Services Co.

3550 W. Robinson Street, Third Floor Norman, OK 73072

PHONE (405) 253-2444; FAX (714) 889-5120

No.	ST	City	Address	Improvements	Not to Exceed Acres	Quote
1	KY	Mayfield	3155 US Hwy 45 North	Yes	34.400	\$5,900.00

Scope of Services: 2016 ALTA Survey: 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10(a), 10(b), 11, 13, 14, 16, 17, 18, 19 and 20.

Note: Regarding Item 11 - To properly provide the Table A Item 11 (underground utility location) requirement selected. CDS will request a third party location service to mark areas using spray paint and flags allowing the surveyor to make the proper field observations to complete the ALTA land survey. It is normal for the independent location service to spray paint markings on sidewalks, parking areas, driveways, and landscaping. CDS is not responsible for damages caused by this process and is unable to provide input to the location process.

Note: Due to Item #19 the fee is subject to change after review of final title and supporting documents.

Accepted: _____

By or on behalf of: GenCanna Global USA, Inc.

Date _____

Please provide the following:

Contact for Title Documents:

Name: _____

Phone: _____

Email: _____

Contact for Access to Property:

Name: DUSTIN HAWKINS

Phone: 270-705-5355

Email: DUSTIN.HAWKINS@GENCANNAGLOBAL.COM





AGREEMENT FOR ZONING COORDINATION SERVICES

BETWEEN

GenCanna Global USA, Inc.

AND

FA COMMERCIAL DUE DILIGENCE SERVICES CO.

PROJECT REFERENCE: **MAYFIELD AND WINCHESTER KY**

ADDRESS: **SEE ATTACHED EXHIBIT A**

THIS AGREEMENT is made July 10, 2019, by and between FA Commercial Due Diligence Services Co. hereinafter referred to as "CDS", and GenCanna Global USA, Inc. hereinafter referred to as the "CLIENT".

CDS is pleased to submit to CLIENT this contract for performing professional management coordination services for the above referenced project. Based on the information that you provided and your quote request for CDS to provide a zoning report for the above-referenced site location, we have detailed our services and their respective fees as follows:

SCOPE OF SERVICES

1. Zoning Report Coordination

CDS will act as coordinator on the subject property as listed above.

Item 1.1 CDS will act as liaison between the local zoning authorities and the CLIENT.

2. Requirements

CDS agrees to coordinate the process of obtaining and distributing:

Full Compliance Report: A Zoning Report including a zoning compliance or verification letter, applicable municipal zoning code sections, minimum parking requirements, variances, special permits, conditions, ordinances, notice of outstanding zoning and/or building code violations of record, a copy of existing certificate(s) of occupancy for the subject property, zoning map, adjacent property zoning designations, conforming status as provided by municipality, right to rebuild provision and a comparison of current municipal zoning code requirements to existing site survey conditions.

**** Survey is required to complete the Compliance report.**

For each site hereinafter referred to as **ZONING REPORT**.

Item 2.1 CLIENT agrees to provide the address, current use and, if required, parcel identification number and current survey for the subject property.

TERMS OF AGREEMENT

3. Coordination Fees

CDS' fee for providing the **ZONING REPORT** is: See attached Exhibit A

Note: Fee provided includes municipality fees.

Said fee(s) is a not-to-exceed amount based upon the stated requirements herein. Said fee(s) includes sales tax, overnight delivery charges, reproduction costs, telephone calls and materials incidental to the process of obtaining and distributing the **ZONING REPORT**. Any changes to the requirements may require adjustment to the due date and total contract price, and any extraordinary local agency fees(s) will require an increase to the total contract price. In the event CDS believes that any such change to the requirements or extraordinary local agency fee(s) will increase the agreed to Coordination Fee(s), CDS will contact the CLIENT immediately, and CLIENT will have the option of electing to proceed at the new cost and due date or may elect not to have that specific work completed. Unless marked preliminary the zoning report is considered final upon initial delivery. Documents provided and/or revisions requested to the zoning report after initial delivery will result in additional fee(s).

3.1 Distribution. CDS agrees to submit one (1) electronic copy of **ZONING REPORT** to the CLIENT.

3550 W. Robinson Street, Third Floor Norman, OK 73072

TEL 405.253-2444 • FAX 714.689.5120
www.firstamcbs.com

4. Time of Delivery

CDS intends to deliver the **INITIAL ZONING REPORT** within one (1) week from receipt of survey (if ordered with CDS survey) or twenty (20) business days (if ordered without CDS survey). Due to the length of time the municipality takes in providing necessary information, the delivery of the **FINAL ZONING REPORT** will be delivered within forty-eight (48) hours of receipt of the municipality documents. It is understood that delays may be encountered for various independent timeframes of local agencies and some components of the **ZONING REPORT** may not exist or be available from certain local agencies. Any problem or delay will be reported to the **CLIENT** within twenty-four (24) hours.

5. CLIENT Contact with CDS

CDS will coordinate work with a designated contact person representing the **CLIENT**. CDS agrees to provide the names and telephone numbers of a contact person and Project Manager for coordination with **CLIENT**.

6. Payment of Fees

The coordination fees will become due and payable upon delivery of the **ZONING REPORT**. Said payment will be made within thirty (30) days of date of invoice. A monthly finance charge of 1.5% will be added to any invoice amount that has not been paid within thirty (30) days.

7. Right to Cancel

It is understood that the **CLIENT** reserves the right to cancel this order at any time. In the event of cancellation, the **CLIENT** will notify CDS in writing and agrees to compensate CDS on the basis of reasonable charges for work performed and any expenses incurred on **CLIENT'S** behalf by CDS.

8. Acceptance

The **CLIENT** and CDS agree with the requirements, terms, and conditions stated herein. Acknowledgment of the agreement by the **CLIENT'S** signature below will serve as our authorization for CDS to proceed and **CLIENT'S** acceptance of the terms herein.

If this contract is not accepted by **CLIENT** within thirty days from the date executed by CDS, the prices and delivery dates are subject to change by CDS.

This document is a legally binding agreement to be interpreted under the laws of the State of Oklahoma. The District Court of Cleveland County Oklahoma shall have exclusive jurisdiction of any dispute between the parties.

IN WITNESS WHEREOF, the Parties have duly executed this Contract as of the date below.

Accepted: _____

By or on Behalf of: FA Commercial Due Diligence Services Co.

Accepted this ____ day of _____, 2019.

Accepted: _____

By or on Behalf of: GenCanna Global USA, Inc.

Title _____

3550 W. Robinson Street, Third Floor Norman, OK 73072

TEL 405.253-2444 • FAX 714.689.5120
www.firstamcbs.com

"Exhibit A"

ZONING SERVICES PROPOSAL

Mayfield and Winchester KY

For: GenCanna Global USA, Inc.

Attention: Steve Bevan

July 10, 2019

FA Commercial Due Diligence Services Co.

3550 W. Robinson Street, Third Floor Norman, OK 73072

PHONE (405) 253-2444; FAX (714) 689-5120

No.	ST	City	Address	Quote (If ordered without CDS Survey)	Quote (If ordered with CDS Survey)
1	KY	Mayfield	3155 US Hwy 45 North(APN: 073.00.00.025.00)	\$800.00	\$700.00
2	KY	Winchester	4274 Colby Rd (& 4330 Colby Rd) (APN: 023-0000-05700 & 033-0000-00600)	\$800.00	\$700.00
Total:				\$1,600.00	\$1,400.00
				Initial Here: _____	Initial Here: _____

Scope of Services - Compliance Report: A Zoning Information Report including a zoning compliance or verification letter, applicable municipal zoning code sections, minimum parking requirements, variances, special permits, conditions, ordinances, notice of outstanding zoning and/or building code violations of record, a copy of existing certificate(s) of occupancy for the subject property, zoning map, adjacent property zoning designations, conforming status as provided by municipality, right to rebuild provision and a comparison of current municipal zoning code requirements to existing site survey conditions.

Note: Fee provided includes municipality fees.

Accepted: 
By or on behalf of: GenCanna Global USA, Inc.

7.22.19
Date

CDS
COMMERCIAL
DUE DILIGENCE SERVICES



AGREEMENT FOR SERVICES

PROJECT: COLBY RD., WINCHESTER, KY

SITE(S): 1

ATTACHMENTS:

1. EXHIBIT "A" List of Site(s) and Fees/Contact Information
2. EXHIBIT "B" Scope of Services
3. EXHIBIT "C" 2016 Standard ALTA Requirements -- Table A, and CLIENT requirements (if applicable)
4. EXHIBIT "D" Surveyor's Certificate (if applicable)

THIS AGREEMENT is made September 4, 2019, by and between FA Commercial Due Diligence Services Co., hereinafter referred to as "CDS", and Pillsbury Winthrop Shaw Pittman LLP having offices at Four Embarcadero Center, 22nd Floor San Francisco CA 94111, hereinafter referred to as the "CLIENT".

TERMS OF AGREEMENT

1. CLIENT Contact with CDS and Surveyors

CDS will coordinate work with a designated contact person representing the CLIENT. CDS agrees to provide the names and telephone numbers of a contact person and Project Manager for coordination with CLIENT. Any direct contact or communication with CDS's subcontracted surveyors without authorization from CDS will effectively cancel CDS's Errors and Omissions Insurance on those sites; ALL communications must be handled through the designated Project Manager unless otherwise authorized by CDS. As a coordinator, CDS is not a land surveying company and does not practice land surveying. As a part of CDS's services to its CLIENT's, CDS contracts with licensed land surveyors in each state to perform, and certify to the accuracy of, the surveying services for CDS's CLIENT's.

2. Time of Delivery

CDS intends to deliver all contracted work items within fifteen (15) business days of receipt of signed authorization to proceed. The due date may change if all title items are not delivered by CLIENT ten (10) business days prior to the due date. It is understood that delays may be encountered for weather, property line conflicts, excessive delays in receiving title commitments or supportive documentation, or Acts of God. Any problem or delay will be reported to the CLIENT immediately.

3. Fees

CDS's fees for coordinating and providing each work item is itemized on the quote sheet attached hereto (Exhibit "A"), and made an integral part of, this contract. Said fee is a not-to-exceed amount based upon the Scope of Services as shown on Exhibit "B" (and the stated requirements as shown on Exhibit "C" and the Surveyor's Certificate as shown on Exhibit "D" if applicable). Said fee includes surveyor fee(s), sales tax, overnight delivery charges, reproduction costs, telephone calls and materials incidental to the performance and preparation of the work items.

4. Payment of Fees

The fee will become due and payable upon first delivery of the work item(s). An invoice will be sent at this time and payment will be made within thirty (30) days of date of invoice (unless otherwise agreed upon by both parties in writing, in which case the following statements will not apply). CDS and CLIENT understand and agree that the payment for said fees is not subject to any pending real estate transaction or closing. A monthly finance charge of 1.5% will be added to any invoice amount that has not been paid within thirty (30) days.

At times, it is possible that a work item for a site will be submitted to the CLIENT, which work item has been completed to the extent possible based on the information provided to CDS by the CLIENT, but cannot be fully completed pursuant to the requirements for the services provided in this agreement due to missing documents or other information that have not been provided to CDS by the CLIENT. If CLIENT has not provided the missing document(s) and/or information to CDS within thirty (30) days after receiving the work item(s), the work item will be considered final.

5. Right to Cancel

It is understood that the CLIENT reserves the right to cancel some or all orders at any time. In the event of cancellation, the CLIENT will notify CDS in writing and agrees to compensate on the basis of reasonable charges for work performed and any expenses for incidentals to date.

6. Acceptance

The CLIENT and CDS agree with the requirements, terms, and conditions stated herein and as attached. Acknowledgment of the agreement and the attachments by the CLIENT'S signature below will serve as our authorization to proceed and CLIENT'S and CDS's acceptance of the terms herein.

This document becomes a legally binding agreement to be interpreted under the laws of the State of Oklahoma. The District Court of Cleveland County Oklahoma shall have exclusive jurisdiction of any dispute between the parties.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date below.

Approved: _____
By or on Behalf of: FA Commercial Due Diligence Services Co.

Accepted this _____ day of _____, 2019.

Accepted: RICHARD H. SPENNER Title DIRECTOR, ADMIN
By or on Behalf of: Pillsbury Winthrop Shaw Pittman LLP
Print Name: RICHARD H. SPENNER

3550 W. Robinson Street, Third Floor Norman, OK 73072

TEL 405.253-2444 • FAX 714.689.5120
www.firstamcgs.com

"Exhibit A"

SURVEYING SERVICES PROPOSAL

Colby Rd., Winchester, KY

For: Pillsbury Winthrop Shaw Pittman LLP

Attention: Robert Howard

September 4, 2019

FA Commercial Due Diligence Services Co.

3550 W. Robinson Street, Third Floor Norman, OK 73072


PHONE (405) 253-2444; FAX (714) 689-5120

No.	ST	City	Address	Improvements	Not to Exceed Acreage	Quote
1	KY	Winchester	4274 Colby Rd (& 4330 Colby Rd) (APN: 023-0000- 05700 & 033-0000- 00600)	Yes	149.000	\$11,600.00

Scope of Services: 2016 ALTA Survey: 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10(a), 10(b), 11, 13, 14, 16, 17, 18, 19 and 20.

Note: Regarding Item 11 - To properly provide the Table A Item 11 (underground utility location) requirement selected. CDS will request a third party location service to mark areas using spray paint and flags allowing the surveyor to make the proper field observations to complete the ALTA land survey. It is normal for the independent location service to spray paint markings on sidewalks, parking areas, driveways, and landscaping. CDS is not responsible for damages caused by this process and is unable to provide input to the location process.

Note: Due to item #19 the fee is subject to change after review of final title and supporting documents.

Accepted: 
By or on behalf of: Pillsbury Winthrop Shaw Pittman LLP

9.4.19
Date

Please provide the following:

Contact for Title Documents:

Name: _____

Phone: _____

Email: _____

Contact for Access to Property:

Name: SHANNON STONE

Phone: 859.595.3908

Email: RICHARD.SPENNER@GENCANA.COM


COMMERCIAL
DUE DILIGENCE SERVICES

ORIGIN ID:OKCA (405) 253-2444
SHIPPING DEPARTMENT
FIRST AMERICAN TITLE COMPANY
3550 W. ROBINSON STREET
SUITE 300
NORMAN, OK 73072
UNITED STATES US

SHIP DATE: 18FEB20
ACTWGT: 0.25 LB
CAD: 101854216/INET4220

BILL SENDER

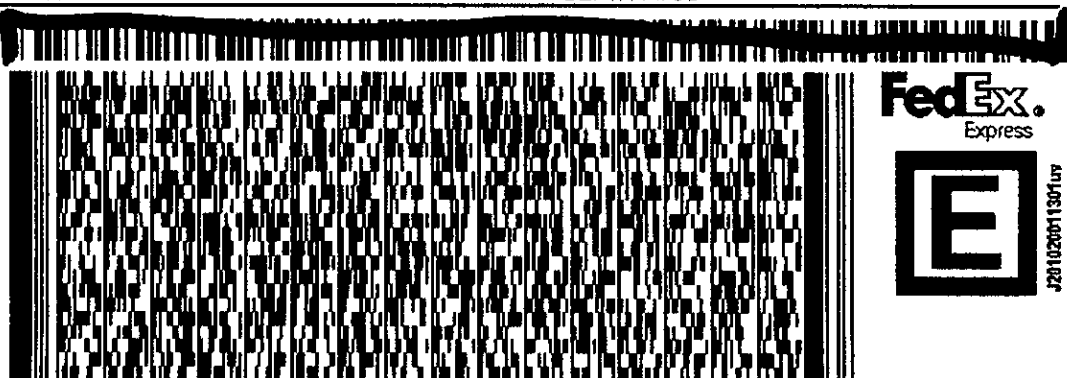
TO **CLAIMS PROCESSING CENTER**
GENCANNA GLOBAL USA, INC.
C/O EPIQ CORPORATE RESTRUCTURING, L
10300 SW ALLEN BLVD
BEAVERTON OR 97005

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(631) 470-1818
INV 19-07-0146
PO.

REF. 10009

DEPT: FATCO



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STANDARD OVERNIGHT

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