SCANNED 17

23 – 2 – 00917 – 37 DCLR 8 Declaration Affidavit 14740082 COUNTY CLERK

2023 JUN 23 PM 2: 33

WHATCOM COUNTY WASHINGTON

# IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR THE COUNTY OF WHATCOM

18 PARADISE, LLP, a Washington limited liability partnership,

No. 23 2 00917 37

Plaintiff.

VS.

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DECLARATION OF MAO HUA CHEN IN SUPPORT OF MOTION FOR ORDER TO SHOW CAUSE

MJ MANAGEMENT, LLC, a Washington limited liability company,

Defendant.

JUDGE:

- I, MAO HUA CHEN, hereby declare and state as follows:
- 1. I am over age 18, am competent to testify, and have personal knowledge of the facts asserted in this declaration. I am the president of Mount Emei Investment, Inc, a Delaware corporation, and Mount Tai Investments, Inc., a Delaware corporation, the partners of 18 Paradise, LLP, which is the Plaintiff and the owner of the Premises described in the Complaint filed in this action, and am competent to be a witness herein.
- 2. Defendant executed a written rental agreement in November of 2017 for the property located at 115 E. Homestead Ave., Suite C, Lynden, Washington 98264, which was comprised real property, personal property and improvements. A true and correct copy of the Lease Agreement (hereinafter the "Lease") is attached hereto as Exhibit "1". Pursuant to the terms of the Lease, Defendant agreed to pay owner initially \$8,300.00 per

Belcher | Swanson

DECLARATION IN SUPPORT OF MOTION FOR SHOW CAUSE - 1

LAW FIRM, PLLC
900 DUPONT STREET, BELLINGHAM WASHINGTON 98225
TELEPHONE 360 . 734 . 6390 FAX 360 . 671 . 0753
www.belcherswanson.com

month and currently, \$9,160.00 per month.

- 3. Rent and Late Fees. Defendant is in default under the Lease for failure to pay rent in the amount of \$265,640.00.
- 4. <u>Notice of Default.</u> On May 1, 2023 and May 2, 2023, Defendant was served with a Notice of Default. A true and correct copy of the Notice and Declaration of Service is attached hereto as Exhibit "2" and Exhibit "3". The Notice informed Defendant that rent was due and payable in the amount of \$265,640.00. Payment was required to Plaintiff within thirty (30) days of the date of service of said Notice upon Defendant. More than thirty (30) days have elapsed since service of said Notice and Defendant has not paid the account current.
- 5. <u>Notice of Termination</u>. On May 1, 2023 and May 2, 2023, Defendant was also served with a Notice of Termination terminating its Lease with Plaintiff. A true and correct copy of the Notice and Declaration of Service is attached hereto as Exhibit "4" and Exhibit "5". The Notice advised the Defendant that the Lease was terminated within thirty (30) days of the date of service of said Notice upon Defendant. More than thirty (30) days have elapsed since service of said Notice and Defendant has not vacated the Premises.
- 6. <u>Costs</u>. I request the Court award judgment in favor of the Plaintiff for the following costs, which have or will be incurred by us: \$240.00 filing fee, \$20.00 writ of restitution fee, \$120.00 service of process fee, and \$150.00 sheriff's fees for total Costs of \$530.00.
- 7. <u>Attorney Fees</u>. I request the Court award judgment in favor of the Plaintiff for reasonable Attorney Fees of \$1,250.00.

TELEPHONE 360.734.6390 FAX 360.671.0753 www.belcherswanson.com

Total Judgment Amount. Plaintiff requests judgment for the aboveenumerated principal, costs, and attorney fees as of the hearing dates as follows:

\$267,420.00
<u>\$ 1,250.00</u>
\$ 530.00
\$265,640.00

I request that the Court order the Defendant to appear and show cause if any 9. reason there be why they not be evicted from the Property.

I DECLARE UNDER PENALTY of perjury under the laws of the State of Washington, that the foregoing is true and correct to the best of my knowledge.

SIGNED at Bellingham, Washington, this 22 day of June 2023.

#### MANAGEMENT AND LEASE AGREEMENT

This Agreement is entered into this \_\_\_\_ day of November, 2017, by and between 18 Paradise LLP, a Washington limited liability partnership, and MJ Management LLC, a Washington limited liability company.

#### **BACKGROUND**

- A. 18 Paradise LLP ("Owner") is the owner of various real property, personal property, and improvements located at 115 E. Homestead Ave., Suite C, Lynden, Washington ("Property"), as part of the Homestead Golf and Country Club Community.
- B. Owner has authority to manage various aspects of the Homestead Community, and is responsible for the maintenance and operations of various common areas and amenities that are serve the Homestead Community.
- C. Owner wishes to engage MJ Management, LLC ("Manager") to manage and operate the properties including all aspects of the golf club operations under the terms and conditions described in this Agreement.

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

#### **SECTION 1. MANAGER'S RESPONSIBILITIES**

- 1.1 Management. Manager shall lease, manage, operate and maintain the common areas, golf club operations and shall maintain the Property in an efficient and satisfactory manner. Manager shall act in a fiduciary capacity with respect to the matters subject to Manager's control and management under this Agreement.
- Limes a sufficient number of capable employees, as employees of Manager and not of Owner, to enable it to properly and adequately manage, operate and maintain the Property or Manager shall engage such independent contractors as Manager deems necessary to supplement and complement Manager's employees. All matters pertaining to the employment, supervision, compensation, promotion and discharge of Manager's employees and others engaged by Manager for the operation and maintenance of the Property are the responsibility of Manager. Manager shall fully comply with all applicable laws and regulations having to do with workers' compensation, social security, unemployment insurance, hours of labor, wages, working conditions, and other employer-employee related subjects in connection with the Property. This Agreement is not one of agency by Manager for Owner but one with Manager engaged with respect to the functions undertaken by or assigned to Manager under this Agreement independently in the business of managing properties on its own behalf, as an independent contractor.
- 1.3 <u>Compliance with Laws, Mortgages, etc.</u> Manager shall be responsible for management, operation and maintenance of the Property in compliance with federal, state and the laws of other applicable jurisdictions, ordinances, regulations and orders

MANAGEMENT AND LEASING AGREEMENT, Page 2 of 6

EXHIBIT



relative to the leasing, management, operation, repair and maintenance of the Property and all Club Equipment, and with the rules, regulations or orders of the local fire inspection department, casualty insurance underwriter, or other similar agencies. Manager shall promptly remedy any violation of any such law, ordinance, rule, regulation or order which comes to its attention to the extent such remedy is within the control of Manager.

Manager shall not knowingly commit any act of default under the terms and conditions contained in any lease, space lease, mortgage, deed of trust or other security instruments affecting the Property, and shall promptly notify Owner of any such default which comes to the attention and knowledge of Manager, but Manager shall not be required to incur any liability on account thereof. Owner shall be responsible for providing Manager with a list of such obligations and the terms and conditions thereof.

- 1.4 Collection of Rents and Other Income. Manager will endeavor to collect all rents, fees and other charges which may become due at any time from any tenant, resident, club member, or from others, for services provided in connection with, or for the use of, the Property or any portion thereof. In addition, Manager will undertake to collect and identify any income due from miscellaneous services provided to Homestead residents or the public. All monies so collected shall be deposited in the account designated and controlled by the Manager.
- 1.5 <u>Repairs.</u> Manager shall attend to the making and supervision of all ordinary repairs, decorations and alterations to the Property. Manager shall not undertake to alter the Property in any material way without the express permission of the Owner. A material change is one which alters the property substantially or changes its use.
- 1.6 <u>Capital Expenditures</u>. Manager shall have the sole discretion and responsibility with respect to the purchase and installation of major items of new or replacement equipment that become fixtures of or are otherwise attached to the improvements (including, without limitation, elevators, heating or air-conditioning equipment, furniture and furnishings, carpets or other floor coverings.) All other equipment shall be maintained or replaced from the Manager's Account at the sole discretion of the Manager.
- 1.7 <u>Service Contracts</u>. Manager shall have sole discretion to enter into any contract for cleaning, maintaining, repairing or servicing the Property or any of the constituent parts of the Property.
- 1.8 <u>Taxes.</u> Owner shall be solely responsible for payment of real property taxes. All other taxes including personal property taxes, business and occupation tax, and all forms of sales and use tax shall be the responsibility of the Manager. Owner and Manager shall each be responsible for any income tax obligations that arise as a result of this Agreement.
- 1.9 <u>Leasing</u>. The Manager shall make every reasonable effort to manage the Property and operate the golf club operation to its fullest potential; provided, however, that nothing contained herein shall restrict the right of Manager, its officers, directors, shareholders, and employees, to own, operate and/or manage other properties that compete with or might be competitive with the Property.
  - 1.10 Advertising. The Manager shall have sole discretion to prepare

advertising plans and promotional material to be used for the operations of the golf club; provided that Manager shall not use Owner's name in any advertising or promotional material without Owner's expressed prior approval in each instance. Advertising and promotional materials shall be prepared in full compliance with federal, state and local laws, ordinances, regulations and orders.

#### SECTION 2. TERM AND TERMINATION

- 2.1 <u>Term.</u> Manager's duties and responsibilities under this Agreement shall begin January 1, 2018 or upon execution of this Agreement, whichever is later, until December 31, 2020, unless otherwise terminated as described herein.
- 2.2 <u>Termination for Cause</u>. The Owner may terminate this Agreement in the event Manager breaches any of its obligations to Owner under the terms of this Agreement (herein defined to be "Default"), and fails to cure such Default within thirty (30) days after receipt of written notice from Owner specifying the nature of such Default. Notice of termination or default for the purposes of this Section must be signed by persons authorized to so act on behalf of Owner or Manager, as the case may be.
- 2.3 Termination Without Notice. Dissolution or termination of the corporate existence of the Manager by merger, consolidation or otherwise; or cessation on the Manager's part to continue to do business; or bankruptcy, insolvency, or assignment for the benefit of the creditors of the Manager shall effect an immediate termination of the Agreement without notice. Action having for its purpose reorganization or reconstitution of the Manager may likewise effect an immediate termination at the discretion of the Owner. Whenever possible, Manager will give Owner notice of the aforementioned so that Owner may timely find new management.

#### SECTION 3. INSURANCE

3.1 Manager, at its expense, will obtain and keep in force adequate insurance against physical damage (e.g. fire and extended coverage endorsement, boiler and machinery, etc.) and against liability for loss, damage or injury to property or persons which might arise out of the occupancy, management, operating or maintenance of the Property covered by this Agreement. O w n e r will be covered as an additional insured in all liability insurance maintained with respect to the Property, but may elect to obtain additional insurance at its own expense. Owner shall save Manager harmless from any liability on account of loss, damage or injury actually insured against by Manager.

# SECTION 4. FINANCIAL REPORTING, RECORDKEEPING AND ACCOUNTING

All financial reporting, recordkeeping and accounting with respect to the Property and the ownership, leasing, management, operation, repair and maintenance thereof, as well as all collections and expenditures relating thereto shall be the responsibility of the Manager and shall be adequately maintained. Manager does not have any responsibility with regard to the Owner's

### **SECTION 5. COMPENSATION AND EXPENSES**

- 5.1 All costs of the maintenance of the Property and the operations related thereto shall be the responsibility of the Manager, including but not limited to:
- (a) Cost to correct any violation of federal, state and municipal laws, ordinances, regulations and orders relative to the leasing, use, repair and maintenance of such Properties, or relative to the rules, regulations or orders of the local fire inspection department, the agency or board (state or local) of casualty insurance underwriters or other similar body, provided, that such cost is not a result of Manager's negligence.
- (b) Actual and reasonable costs of making all repairs, decorations and alterations;
- (c) Costs incurred by Manager in connection with any service agreement entered by Manager;
- (d) Cost of collection of delinquent rentals or fees collected through a collection agency or other lawful means;
  - (e) Costs of capital expenditures;
- (f) Cost of cash register, point of sale software, adding machines and other equipment of such type and use located at a Property and owned by the Owner;
  - (g) Leasing commissions payable to third parties;
  - (h) Cost of service contracts and cost of utilities;
  - (i) Cost of advertising; and
- (j) Legal fees of attorneys provided such attorneys have been approved of by Owner in writing in advance of retention;
- (k) Cost of outside audit as required by leases and other outside audits as may be requested by Owner in writing.
- 5.2 <u>Costs Excluded</u>. Any expenses required by Owner but not authorized by Manager shall be the responsibility of the Owner, including but not limited to any financial audit required by Owner.
- 5.3 <u>Compensation</u>. Owner shall receive a monthly payment due at the beginning of each month payable from the first maintenance fees paid by residents as follows: Upon the latter of January 1, 2018 or execution of this Agreement and monthly thereafter, Owner shall receive Eight Thousand Three Hundred Dollars (\$8,300.00.) Beginning January 1, 2019, and monthly thereafter for one year, Owner shall receive Eight Thousand Seven Hundred and Fifty MANAGEMENT AND LEASING AGREEMENT, Page 2 of 6

Dollars (\$8,750.00). Beginning January 1, 2020, and monthly thereafter for one year, Owner shall receive Nine Thousand One Hundred and Sixty Dollars (\$9,160.00).

Manager shall receive as consideration and remuneration for its services under this Management Agreement all funds due and payable after expenses are paid.

5.4 Operating Account. The Manager shall be entitled to all rents and other funds collected from the operation of the Property, including any and all advance funds, in an account or accounts of its discretion. Owner shall have no rights or interest in Manager's accounts, regardless of the account purposes.

#### SECTION 6. COOPERATION

Should any claims, demands, suits or other legal proceedings be made or instituted by any person against the Owner which arise out of any of the matters relating to this Agreement, the Manager shall give Owner all pertinent information and reasonable assistance in the defense or other disposition thereof. All costs and expenses incident to such proceedings shall be paid from the Operating Account.

#### SECTION 7. NOTICES

All notices, demands, consents and reports provided for in this Agreement which are required to be in writing shall be given to the parties at the addresses set forth below or at such other address as they individually may specify thereafter in writing:

FOR OWNER:

18 Paradise LLP

2185 Kingsway, Vancouver, BC, Canada

V5N 2T4

Attention: Raymond Chou

And to:

Mark Lackey

Belcher Swanson Law Firm, PLLC

900 Dupont Street

Bellingham, Washington 98225

FOR MANAGER:

MJ Management, LLC

Annual Control

[address, not golf club]

And to:

Karen Funston

Buri Funston Mumford, PLLC

1601 F Street

Bellingham, Washington 98225

Such notice or other communication may be mailed by United States registered or certified mail, return receipt requested, postage prepaid and may be deposited in a United States Post Office or a depository for the receipt of mail regularly maintained by the post office. Such

notices, demands, consents and reports may also be delivered by hand, or by any other method or means permitted by law.

#### SECTION & MISCELLANEOUS

- 8.1 No Assignment. This Agreement and all rights hereunder shall not be assignable by either party hereto.
- 8.2 <u>Pronouns</u>. The pronouns used in this Agreement referred to the Manager shall be understood and construed to apply whether the Manager be an individual, co-partnership, corporation or an individual or individuals doing business under a firm or trade name.
- 8.3 <u>Amendments</u>. Except as otherwise herein provided, any and all amendments, additions or deletions to this Agreement shall be null and void unless approved by the parties in writing.
- 8.4 <u>Headings</u>. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 8.5 Representations. Manager represents and warrants that it is fully qualified and licensed, to the extent required by law, to manage real estate and perform all obligations assumed by Manager hereunder.
- 8.6 Governing Law. This Agreement will be construed and the rights, duties, and obligations of the parties will be determined in accordance with the laws of the State of Washington.
- 8.7 <u>Complete Agreement</u>. This Agreement and Schedule A attached hereto and made a part hereof, supersedes and takes the place of any and all previous management agreements entered into between the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the date and year first above written.

18 PARADISE, LLP

MJ MANAGEMENT, LLC

MANAGEMENT AND LEASING AGREEMENT, Page 2 of 6

6

### NOTICE OF DEFAULT

TO:

MJ MANAGEMENT, LLC, a Washington limited liability company

115 E. Homestead Avenue, Suite C

Lynden, WA 98264

AND TO:

KAREN FUNSTON

Buri Funston Mumford, PLLC

1601 F Street

Bellingham, WA 98225

AND TO:

SALISH CORPORATE SERVICES LLC, Registered Agent

1601 F Street

Bellingham, WA 98225

YOU AND EACH OF YOU ARE HEREBY NOTIFIED that compensation pursuant to Section 5.3 of that certain Management and Lease Agreement dated November \_\_\_\_ 2017 (the "Agreement"), by and between 18 Paradise, L.L.P., a Washington limited liability partnership ("Owner") and MJ Management, LLC, a Washington limited liability company ("Manager") is due and owing as follows:

TOTAL DUE:

\$265,640.00

(SEE ATTACHED EXHIBIT "A" FOR COMPLETE TENANT LEDGER)

You are required to pay the full amount owing to Owner within thirty (30) days of receipt of this Notice pursuant to Section 2.2 of the Agreement.

If you do not pay the full amount owing within thirty (30) days from receipt of this Notice, judicial proceedings will be initiated by Owner. Acceptance of a partial payment will not constitute waiver of Owner's rights. Payments will be applied to oldest charges first.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT "2"

### DATED this \_\_\_\_\_ day of April, 2023.

#### OWNER:

18 PARADISE, L.L.P.,

a Washington limited liability partnership

By: MOUNT EMEI INVESTMENT INC., a Delaware corporation

Its: Partner

By: MAO HUA CHEN

Title: President

By: MOUNT TAI INVESTMENT INC., a Delaware corporation

Its: Partner

By: MAO HUA CHEN

Title: President

# EXHIBIT "A" UNPAID COMPENSATION

12/1/2020	\$	9,160.00
1/1/2021	<b>\$</b> :	9,160.00
2/1/2021	\$	9,160.00
3/1/2021	\$	9,160.00
4/1/2021	\$	9,160.00
5/1/2021	\$	9,160.00
6/1/2021	\$	9,160.00
7/1/2021	\$	9,160.00
8/1/2021	.\$	9,160.00
9/1/2021	\$	9,160.00
10/1/2021	\$	9,160.00
11/1/2021	.\$	9,160.00
12/1/2021	\$	9,160.00
1/1/2022	\$	9,160.00
2/1/2022	· <b>\$</b>	9,160,00
3/1/2022	\$	9,160.00
4/1/2022	\$	9,1:60,00
5/1/2022	\$	9,160.00
6/1/2022	\$	9,160,00
7/1/2022	\$	9,160.00
8/1/2022	\$.	9,160.00
9/1/2022	.\$	9,160.00
10/1/2022	\$	9,160.00
11/1/2022	\$	9,160.00
12/1/2022	\$	9,160.00
1/1/2023	\$	9,160.00
2/1/2023	.\$	9,160.00
3/1/2023	\$	9,160.00
4/1/2023	\$.	9,160.00
	\$.	265,640,00
		•

# IN THE COURT OF THE STATE OF WASHINGTON IN AND FOR THE COUNTY OF

Case Number: -

TO: MJ MANAGEMENT, LLC, a Washington limited liability company, 115 E. Homestead Avenue, Suite C, Lynden, WA 98264 AND TO: KAREN FUNSTON Buri Funston Mumford, PLLC, 1601 F Street, Bellingham, WA 98225 AND TO: SALISH CORPORATE SERVICES, LLC, Registered Agent, 1601 F Street, Bellingham, WA 98225

Service Documents: NOTICE OF TERMINATION; NOTICE OF DEFAULT

Received by LICKETY SPLIT PROCESS SERVICE to be served on MJ MANAGEMENT, LLC, 115 E. HOMESTEAD AVENUE, SUITE C, LYNDEN, WA 98264.

I, MICHAEL J. WETSCH, do hereby affirm that on the 1st day of May, 2023 at 12:40 pm, I:

Served the within named tenant by attaching ONE (1) true and correct copy(ies) of the NOTICE OF TERMINATION; NOTICE OF DEFAULT, to a conspicuous place on the property described within, pursuant to Washington State Statutes.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct. I am now, and at all times herein mentioned, a citizen of the United States and a resident of the State of Washington. I am over the age of eighteen years, not a party to or interested in the action and competent to be a witness therein.

MICHAEL J. WETSCH Reg. #509-3721, WHATCOM

Date

LICKETY SPLIT PROCESS SERVICE 1752 BAYON ROAD BELLINGHAM, WA 98225 (360) 671-4822

Our Job Serial Number: SSP-2023001031

Ref: 10.0832-2H Service Fee: \$75.00

EXHIBIT "3"

# IN THE COURT OF THE STATE OF WASHINGTON IN AND FOR THE COUNTY OF

Case Number: -

TO: MJ MANAGEMENT, LLC, a Washington limited liability company, 115 E. Homestead Avenue, Suite C, Lynden, WA 98264 AND TO: KAREN FUNSTON Buri Funston Mumford, PLLC, 1601 F Street, Bellingham, WA 98225 AND TO: SALISH CORPORATE SERVICES, LLC, Registered Agent, 1601 F Street, Bellingham, WA 98225

Service Documents: NOTICE OF TERMINATION; NOTICE OF DEFAULT

Received by LICKETY SPLIT PROCESS SERVICE to be served on MJ MANAGEMENT, LLC, 115 E. HOMESTEAD AVENUE, SUITE C, LYNDEN, WA 98264.

I. MICHAEL J. WETSCH, do hereby affirm that on the 1st day of May, 2023 at 12:40 pm, I:

Served the within named tenant by attaching ONE (1) true and correct copy(ies) of the NOTICE OF TERMINATION; NOTICE OF DEFAULT, to a conspicuous place on the property described within, pursuant to Washington State Statutes.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct. I am now, and at all times herein mentioned, a citizen of the United States and a resident of the State of Washington. I am over the age of eighteen years, not a party to or interested in the action and competent to be a witness therein.

MICHAEL J. WETSCH Reg. #509-3721, WHATCOM

Date

LICKETY SPLIT PROCESS SERVICE 1752 BAYON ROAD BELLINGHAM, WA 98225 (360) 671-4822

Our Job Serial Number: SSP-2023001031

Ref: 10.0832-2H Service Fee: \$75.00

## NOTICE OF TERMINATION

$m \sim .$
B ( )"

MJ MANAGEMENT, LLC, a Washington limited liability company

115 E. Homestead Avenue, Suite C

Lynden, WA 98264

AND TO:

KAREN FUNSTON

Buri Funston Mumford, PLLC

1601 F Street

Bellingham, WA 98225

AND TO:

SALISH CORPORATE SERVICES LLC, Registered Agent

1601 F Street

Bellingham, WA 98225

YOU AND EACH OF YOU ARE HEREBY NOTIFIED the Management and Lease Agreement \_\_\_\_\_, 2017, by and between 18 Paradise, L.L.P., a Washington limited liability partnership, and MJ Management, LLC, a Washington limited liability company, is terminated effective thirty (30) days from receipt of this Notice.

DATED this \_\_\_\_ day of April, 2023.

OWNER.

18 PARADISE, L.L.P.,

a Washington limited liability partnership

By:

MOUNT EMEI INVESTMENT INC., a Delaware corporation

Its:

Partner.

By:

Name/ MAO HUA CHEN

Title: C. President

Вÿ:

MOUNT TAI INVESTMENT INC., a Delaware corporation

Its:

Partner

By:

Name: MAO HUA CHEN

Title: President

# IN THE COURT OF THE STATE OF WASHINGTON IN AND FOR THE COUNTY OF

Case Number: -

TO: MJ MANAGEMENT, LLC, a Washington limited liability company, 115 E. Homestead Avenue, Suite C, Lynden, WA 98264 AND TO: KAREN FUNSTON Buri Funston Mumford, PLLG, 1601 F Street, Bellingham, WA 98225 AND TO: SALISH CORPORATE SERVICES, LLC, Registered Agent, 1601 F Street, Bellingham, WA 98225

Service Documents: NOTICE OF TERMINATION; NOTICE OF DEFAULT

Received by LICKETY SPLIT PROCESS SERVICE to be served on BURI FUNSTON MUMFORD, PLLC & SALISH CORPORATE SERVICES, LLC BY SERVING KAREN FUNSTON, 1601 F STREET, BELLINGHAM, WA 98225.

I, MICHAEL J. WETSCH, do hereby affirm that on the 2nd day of May, 2023 at 1:39 pm, I:

Substitute Served That at the time and place set forth above Declarant duly served NOTICE OF TERMINATION; NOTICE OF DEFAULT in the above entitled action upon: Buri Funston Mumford, PLLC & Salish Corporate Services, LLC by then and there personally delivering TWO (2), true and correct copy(ies) thereof, by then presenting to and leaving the same with Alison Gonzales as Legal Assistant.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct. I am now, and at all times herein mentioned, a citizen of the United States and a resident of the State of Washington. I am over the age of eighteen years, not a party to or interested in the action and competent to be a witness therein.

MICHAPL J. WETSCH Reg #309-3721, WHATCOM

Date

LICKETY SPLIT PROCESS SERVICE 1752 BAYON ROAD BELLINGHAM, WA 98225 (360) 671-4822

Our Job Serial Number: SSP-2023001033 Ref: 10.0832-2H

Service Fee: \$75.00 Copyright © 1992-2023 DreamBuilt Software, Inc. - Process Server's Toolbox V8.2n

**EXHIBIT "5"** 

# IN THE COURT OF THE STATE OF WASHINGTON IN AND FOR THE COUNTY OF

Case Number: -

TO: MJ MANAGEMENT, LLC, a Washington ilmited liability company, 115 E. Homestead Avenue, Suite C, Lynden, WA 98264 AND TO: KAREN FUNSTON Buri Funston Mumford, PLLC, 1601 F Street, Bellingham, WA 98225 AND TO: SALISH CORPORATE SERVICES, LLC, Registered Agent, 1601 F Street, Bellingham, WA 98225

Service Documents: NOTICE OF TERMINATION; NOTICE OF DEFAULT

Received by LICKETY SPLIT PROCESS SERVICE to be served on BURI FUNSTON MUMFORD, PLLC & SALISH CORPORATE SERVICES, LLC BY SERVING KAREN FUNSTON, 1601 F STREET, BELLINGHAM, WA 98225.

I, MICHAEL J. WETSCH, do hereby affirm that on the 2nd day of May, 2023 at 1:39 pm, I:

Substitute Served That at the time and place set forth above Declarant duly served NOTICE OF TERMINATION; NOTICE OF DEFAULT in the above entitled action upon: Burl Funston Mumford, PLLC & Salish Corporate Services, LLC by then and there personally delivering TWO (2), true and correct copy(ies) thereof, by then presenting to and leaving the same with Alison Gonzales as Legal Assistant.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct. I am now, and at all times herein mentioned, a citizen of the United States and a resident of the State of Washington. I am over the age of eighteen years, not a party to or interested in the action and competent to be a witness therein.

MICHAEL J. WETSCH Reg. #309-3721, WHATCOM

Data

LICKETY SPLIT PROCESS SERVICE 1752 BAYON ROAD BELLINGHAM, WA 98225 (360) 671-4822

Our Job Serial Number: SSP-2023001033 Ref: 10.0832-2H Service Fee: \$75,00