



SCOT CANDELL & ASSOCIATES

ATTORNEYS AT LAW

TEL: (415) 441-1776
WWW.CANDELL-LAW.COM

4040 CIVIC CENTER DRIVE, SUITE 219
SAN RAFAEL, CA 94909

April 29, 2019

Hayward City Council
777 B Street
Hayward, California 94541

Dear Mayor Hallidy and esteemed Council members:

This letter and attached exhibits are in response to the Staff Report and corresponding Resolution regarding Vista Development Enterprises. This information was provided directly to the Hayward City Attorney's office on March 26th but appears to have been inadvertently omitted from the Staff Report [Letter to City Attorney attached as Exhibit A].

Background

Igor Goldenberg ("Mr. Goldenberg") hired MM Consulting Services ("MM Consulting") in February of 2017 to help Mr. Goldenberg apply for and receive permits and licenses in the cannabis industry [Consulting Agreement attached as Exhibit B]. MM Consulting was owned and operated by Arkadiy Salko ("Mr. Salko") [Filing Receipt for MM Consulting attached as Exhibit C].

In March of 2017, MM Consulting helped to set up the corporation Vista Development Enterprises ("Vista") for Mr. Goldenberg [Articles of Incorporation attached as Exhibit D]. As Mr. Goldenberg did not have a business address, the corporate address for the business was temporarily listed as 1715 Greenhills Ct. in Lafayette, CA, the home address for Mr. Salko.

Shortly thereafter, Mr. Goldenberg signed a lease for 2376 Davis Avenue in Hayward, CA as the new business address for Vista. On June 2, 2017, Vista filed a Statement of Information with the California Secretary of State indicating that the corporate address had been changed to 2376 Davis Street, Hayward, CA [Statement of Information attached as Exhibit E]

MM Consulting has been a consultant with Vista throughout the application process. Neither MM Consulting nor Mr. Salko have ever owned any part of Vista, they have never been an officer or director of Vista, and have never had any financial interest in Vista. Therefore, under Hayward Municipal Code section 6-14-12, Vista was not requested to provide any information about either MM Consulting or Mr. Salko.

If Hayward had asked for information about consultants hired to assist with the process, Vista would have gladly provided information about both MM Consulting and Mr. Salko, as contrary to assertions of the City Manager, Mr. Salko does not have a single criminal issue that could have posed a problem for this application. Mr. Salko has never been convicted of any crime or had any other issue that would have disqualified a cannabis permit applicant.

Mr. Salko was arrested for a cannabis offense in January of 2019. However, as we know, an individual is innocent until proven guilty, and an arrest by itself cannot be treated as a conviction. Regardless, as soon as Vista discovered the arrest, it terminated its consulting contract with MM Consulting pending a successful resolution of the case (Termination Letter attached as Exhibit F). There is absolutely nothing Vista could or should have done differently in handling this matter.

Issues Raised by the Staff Report

The Staff Report states that an application will be rejected if any of the follow conditions listed below are found to be true. As will be explained, none apply to this case.

- (1) The application is found to contain material misstatements or omissions;

Vista was not asked to provide a list of consultants it was using. Mr. Salko never owned any part of Vista, was never an officer or director of Vista, and never had a financial interest in Vista. Therefore, Vista did not make any misstatements or omissions in its application by not listing MM Consulting or Mr. Salko.

- (2) The applicant is determined to be ineligible or prohibited from obtaining a state cannabis license pursuant to state law;

This does not apply to Vista

- (3) The applicant, or any of its officers, directors, or owners is found to have been convicted of any of the following offenses: A violent felony conviction, as specified in subdivision (c) of Section 667.5 of the Penal Code; A serious felony conviction, as specified in subdivision (c) of Section 1192.7 of the Penal Code; A felony conviction involving fraud, deceit, or embezzlement; A felony conviction for hiring, employing, or using a minor in transporting, carrying, selling, giving away, preparing for sale, or peddling, any controlled substance to a minor; or selling, offering to sell, furnishing, offering to furnish, administering, or giving any controlled substance to a minor; A felony conviction for drug trafficking with enhancements pursuant to Section 11370.4 or 11379.8 of the Health and Safety Code;

Mr. Salko is not an officer, director, or owner of Vista. Even if he was, Mr. Salko has not been convicted of anything. Even if Mr. Salko was convicted with every crime he was charged with, it still would not be relevant under this section as Mr. Salko is not charged with violating any crime listed in this section above.

- (4) The applicant, or any of its officers, directors, or owners, has been subject to fines, penalties, or otherwise been sanctioned for cultivation or production of a controlled substance on public or private lands pursuant to Section 12025 or 12025.1 of the Fish and Game Code; or

This section does not apply.

- (5) The applicant, or any of its officers, directors, or owners, has been sanctioned by a state licensing authority or a city, county, or city and county for unauthorized commercial cannabis activities.

Mr. Salko is not an officer, director, or owner of Vista. Even if he was, Mr. Salko has not been sanctioned for anything.

(6) The City Attorney argues that Mr. Salko's involvement with Vista was not disclosed. If it had been disclosed Mr. Salko's prior history of illegal cultivation would have prevented staff from recommending Vista for approval.

Mr. Salko's involvement with Vista was as a consultant and as such was not required to be disclosed. If it had been disclosed it would have been irrelevant as Mr. Salko has no history of illegal cannabis cultivation. Even if he did have a history of illegal cannabis cultivation it would still be irrelevant as Mr. Salko was never an owner, officer, or financially interested party with Vista.

Conclusion

Igor Goldenberg has done nothing wrong. Mr. Goldenberg hired a consultant to assist him to form a Corporation (Vista) and obtain a cannabis permit. When Mr. Goldenberg learned that there was a chance that the consultant had done something wrong, the consulting contract was immediately terminated. Regardless of whether Mr. Salko has violated the law or not, it is clear that Mr. Goldenberg and Vista have done nothing that would warrant the rescinding of their commercial cannabis distribution permit. We respectfully request that the City Council vote against the proposed resolution.

Sincerely,

Scot Candell

Scot Candell

Attorney for Vista Development Enterprises, Inc.

Exhibit A

From: [I G](#)
To: Micheal.Lawson@hayward-ca.gov
Cc: candell@candell-law.com
Subject: Vista Development Enterprises
Date: Tuesday, March 26, 2019 12:03:39 PM
Attachments: [Consulting Agreement ES.PDF](#)
[MM Termination Letter Feb 4th 2019](#)
[Articles of Incorporation for Vista.pdf](#)
[Statement of Information for Vista.pdf](#)

Dear Mr. Lawson,

I was informed by our attorney Scot Candell that the City had concerns about the relationship between Arkadiy (Erik) Salko and Vista Development Enterprises, Inc. I hope to correct any misunderstandings the City may have.

I hired Mr. Salko as a consultant in 2017 to set up the corporate entity (Vista Development Enterprise, Inc) and assist in obtaining local cannabis permits and state cannabis licenses.

When I learned of Mr. Salko's arrest, I immediately terminated his contract with Vista.

Mr. Salko has never been an owner, officer, or had any role with Vista other than as a consultant.

I am attaching a copy of the consulting agreement I have signed retaining Mr. Salko's consulting company MM Consulting Services, the Articles of Incorporation filed shortly thereafter which temporarily used his address as a placeholder until I had a business address for Vista, the Statement of Information filed 3 months later changing the corporation's address to our new corporate headquarters, and the termination letter served on Mr. Salko in early February of this year. If you have any questions please do not hesitate to ask.

Vista has continued to act responsibly throughout this entire process, and I look forward to moving forward with our permit application as expeditiously as possible.

Sincerely,

Igor Goldenberg

CEO of Vista Development Enterprises, Inc.

Exhibit B

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made this 20th day of February, 2017, between MM Consulting Services, Inc., a New York Corporation, with its principal office located at 3130 Brighton Street, Suite 2N, Brooklyn, NY ("CONSULTANT") and Igor Goldenberg, an Individual ("CLIENT").

WITNESSETH

WHEREAS, Consultant is in the business of providing consultation services to clients interested in obtaining permits and licenses in the cannabis industry.

WHEREAS, CLIENT desires to engage CONSULTANT to render, and CONSULTANT desires to render to CLIENT certain consultation services as set forth herein.

NOW, THEREFORE, in consideration of promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SERVICES OF CONSULTANT

1.1 CLIENT engages CONSULTANT to provide consultation services to CLIENT regarding obtaining a cannabis cultivation, manufacturing, and distribution license in the state of California. The following services will be provided:

- a. CONSULTANT shall assist in forming an entity for CLIENT based on CLIENT's specific needs which will be determined after initial consultation;
- b. CONSULTANT shall assist in hiring the required personnel and taking a leading role in advising on obtaining both the local permits and state licenses required to conduct the aforementioned activities.
- c. If requested, CONSULTANT shall provide CLIENT with referrals to attorneys experienced in preparing, reviewing and filing documents.
- d. If requested CONSULTANT will provide investors contact information, mailing address, email address, document of previous investments, list of investors and investment criteria.
- e. If requested CONSULTANT will provide the outreach marketing/public relations development and implementation plan for obtaining said permits and licenses

2. RESPONSIBILITIES OF CLIENT

2.1 CLIENT shall provide information needed by CONSULTANT to complete services set forth in Section 1 above. Information may include marketing materials including brochures and other sales materials. Other information needed may include other pertinent information requested by CONSULTANT.

3. RESPONSIBILITIES OF CONSULTANT

3.1 All information furnished by CLIENT to CONSULTANT in connection with the relationship, which is the subject of this letter, is acknowledged to be confidential and to be used exclusively by CONSULTANT to perform their services pursuant to this Agreement.

4. BASIS OF PROVIDING ADVICE

4.1 CLIENT acknowledges that CONSULTANT obtains information from a wide variety of publicly available sources and that CONSULTANT has no sources, and does not claim to have sources, of inside or private information. The recommendations and documentation developed by CONSULTANT may be based upon advice provided by independent professionals such as attorneys or accountants and neither CONSULTANT nor its financial advisors can guarantee the results of any recommendations.

CLIENT at all times may elect unilaterally to follow or ignore completely or in part, any information or counsel given by CONSULTANT under this Agreement. Since the services performed under this Agreement are consulting in nature, CLIENT expressly agrees that CONSULTANT shall not be held liable relating to the performance of services hereunder, as long as CONSULTANT provides these services in good faith.

The parties agree that this provision is not a waiver of CLIENT's rights in the event CONSULTANT has breached any fiduciary responsibility to CLIENT.

5. LEGAL SERVICES AND SECURITY ISSUES

5.1 It is understood and agreed that CONSULTANT will not provide any legal advice nor prepare any legal documents or financing documents.

6. COMPENSATION TO CONSULTANT

6.1 Consulting Fee. In consideration for consultation services, consultant will be paid one hundred thousand dollars (\$100,000.00) within 5 days of CLIENT receiving a state license for any of the following: cultivation, manufacturing, or distribution. Client will receive an additional fifty thousand dollars (\$50,000.00) for each additional license received by CLIENT up to a maximum payment of two hundred thousand dollars (\$200,000.00). The parties agree that this fee is contingent upon CLIENT receiving one of the aforementioned state licenses.

6.2 Expense Reimbursement. CLIENT shall reimburse all reasonable expenses incurred on behalf of CONSULTANT in connection with this project. Expenses shall include all travel and business network event expenses incurred during the engagement. All expense reimbursements shall be paid by CLIENT to CONSULTANT within 15 business days of billing date for reimbursement. CONSULTANT will issue billings for reimbursed expenses on a monthly basis or from time to time as expenses accrue.

No expenses will be incurred without previous written authorization by CLIENT.

7. TERMINATION

7.1 CONSULTANT may terminate this Agreement upon thirty (30) calendar days written notice to CLIENT pursuant to the notice provisions set forth in Section 9.2. This Agreement shall be deemed terminated after the expiration of said thirty (30) days.

7.2 CLIENT may terminate this Agreement as follows:

- a. If CLIENT terminates this Agreement without cause, it may do so upon thirty (30) calendar days written notice to CLIENT pursuant to the notice provisions set forth in Section 9.2. If termination is without cause, CLIENT must Pay CONSULTANT five thousand dollars (\$5,000.00) for every month that CONSULTANT worked on this project.
- b. If CLIENT terminates this Agreement for cause, termination becomes effective immediately, and no compensation is due to CONSULTANT other than approved costs. Termination for cause is defined as termination for one of the following reasons:
 - i. Consultant commits fraud, theft, embezzlement, or participates in an activity which is wholly criminal and violates any portion of the California cannabis laws.
 - ii. A decree or order of a court or agency or supervisory authority having jurisdiction for the appointment of a conservator or receiver or liquidator in any insolvency, bankruptcy, readjustment of debt, marshalling of assets and liabilities or similar proceeding or for the winding up or liquidating of its affairs, that shall have been entered against CONSULTANT;
 - iii. CONSULTANT fails to act with reasonableness and good faith with respect to the operation of CLIENT.

7.3 In the event of termination either with or without cause by either party, CLIENT shall reimburse CONSULTANT all those reasonable expenses incurred prior to the date of termination that have yet to be reimbursed. CONSULTANT shall submit all final expense reimbursement invoices to CLIENT within sixty (60) business days

after the date of termination. CLIENT agrees that within fifteen (15) business days after receipt of such final expense reimbursement invoice, it will remit payment to CONSULTANT.

8. INDEMNITY

8.1 IN NO EVENT SHALL CONSULTANT BE LIABLE FOR PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ANY DAMAGES RESULTING FROM LOSS OF PROFIT, OR LOSS OF BUSINESS WHETHER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF SERVICES AND REGARDLESS OF FORM OF ACTION UPON WHICH A CLAIM FOR SUCH DAMAGES MAY BE BASED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY not withstanding anything to the contrary herein.

8.2 CLIENT agrees to indemnify and hold CONSULTANT harmless from any and all claims, losses or expenses, including legal fees and costs, resulting from any misrepresentation or breach of warranty, covenant or agreement made by CLIENT herein. CLIENT shall indemnify CONSULTANT and hold it harmless from all indemnified amounts incurred or suffered by CONSULTANT arising out of any claim with respect to which CLIENT has liability pursuant to this Section 8.1

8.3 CONSULTANT agrees to indemnify and hold CLIENT harmless from any and all claims, losses or expenses, including legal fees and costs, resulting from any misrepresentation or breach of warranty, covenant or agreement made by CONSULTANT herein.

8.4 In the event that a party (hereinafter the "Indemnified Party") shall become aware of facts or events giving rise to obligations of the other party (hereinafter the "Indemnifying Party") to indemnify under this Section 8, the Indemnified Party shall so notify the Indemnifying Party in writing, setting forth specifically the obligations with respect to which the claim is made, the facts giving rise to and the alleged basis for such claim, and if known or reasonably ascertainable, the amount of the liability asserted or that may be asserted by reason thereof. Such notice shall be given within sixty (60) business days of the discovery of facts that constitute the basis for the existence of a claim of indemnity or within sixty (60) business days of assertion of a claim against the Indemnified Party which may rise to a claim or indemnity, whichever shall occur first.

9. GENERAL AND MISCELLANEOUS

9.1 Further Plans. Each of the parties shall execute such other documents and take such other action as may be necessary or desirable to carry out the terms of this Agreement.

9.2 Notices. All notices provided for herein shall be in writing and shall be deemed to have been given or made (i) when served personally; or, (ii) five (5) days after being deposited in the United States Mail, certified mail, return receipt requested, postage prepaid; or, (iii) when actually delivered by a recognized overnight, air freight delivery service after deposit with such delivery service with an accurately completed air bill, addressed,

If to CLIENT:

419 Fawns Run
Morganville, NJ 07751

If to CONSULTANT:

1715 Greenhills Ct.
Lafayette CA 94549

Facsimile notices or notices via electronic mail are not considered adequate notice.

9.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

9.4 Benefits. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

9.5 Governing Law. This Agreement shall be governed by, enforced and interpreted under the laws of the State of California without giving effect to the principles of conflict laws thereof. The parties agree that the most appropriate venue for any dispute involving this Agreement shall be heard only in a CALIFORNIA Court.

9.6 Entire Agreement, Amendment, Assignment. This Agreement represents the entire agreement and understanding of the parties hereto and all prior or concurrent agreements, understandings, representations and warranties, whether written or oral, in regard to the subject matter hereof are merged herein. This Agreement may be amended only by a writing signed by both of the parties hereto. No party may assign this Agreement or any interest herein without the prior written consent of the other party, which consent may be granted or withheld in the absolute discretion of such other party. Correspondence between the parties via electronic mail, purporting to be an amendment to this Agreement, shall be deemed "writing signed by both parties hereto" if, the full name of sender (a party to this Agreement) is affixed to the electronic mail, and, the receiver (the other party to this Agreement) acknowledges receipt of the electronic mail within 72 hours of receipt.

9.7 Expenses. Each of the parties shall pay all of their own costs and expenses incurred or to be incurred by it in negotiation and preparation of this Agreement.

9.8 Severability and Invalidity.

a. If any term, restriction, covenant or promise contained in this Agreement is invalid or unenforceable, then the parties agree to be bound by such term,

restriction, covenant, or promise as modified to the extent necessary to make it valid and enforceable.

b. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

9.9 Review By Counsel. The parties hereby acknowledge that counsel for each party has reviewed this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be construed against the drafting party shall not be employed in the interpretation of this Agreement.

9.10 Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in such action or proceeding, in addition to any other relief to which it may be entitled.

9.11 No Waiver. The failure of any party to insist upon strict compliance by the other party with any of the terms herein by any of the parties hereto shall not be deemed to be a waiver of any future breach. No remedy made available by any of the provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

9.12 Confidentiality. The terms of this Agreement shall be confidential and shall not be disclosed to anyone other than the parties, their attorneys and accountants.


9.13 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors.

9.14 Headings. The headings herein are inserted for convenience of reference only and shall be ignored in the construction or interpretation hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Consultant

Client

By: 
Title: CEO

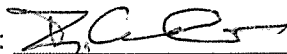
By: 
Title: CLIENT

Exhibit C

ONLINE FILING RECEIPT

ENTITY NAME: MM CONSULTING SERVICES, INC.

DOCUMENT TYPE: INCORPORATION (DOM. BUSINESS)

COUNTY: KING

FILED:12/15/2014 DURATION:PERPETUAL CASH#:141215010173 FILE#:141215010173
DOS ID:4680184

FILER:

EXIST DATE

ALEXANDER ALMONTE ESQ., P.C.
119 WASHINGTON AVE., STE 101
ALBANY, NY 12210

12/15/2014

ADDRESS FOR PROCESS:

THE CORPORATION
3130 BRIGHTON 6 STREET, STE 2N
BROOKLYN, NY 11235

REGISTERED AGENT:

STOCK: 200 NPV



The corporation is required to file a Biennial Statement with the Department of State every two years pursuant to Business Corporation Law Section 408. Notification that the Biennial Statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

SERVICE COMPANY: ALEXANDER ALMONTE ESQ. P.C.-56
SERVICE CODE: 56

FEE:	135.00	PAYMENTS	135.00
FILING:	125.00	CHARGE	0.00
TAX:	10.00	DRAWDOWN	135.00
PLAIN COPY:	0.00		
CERT COPY:	0.00		
CERT OF EXIST:	0.00		

20135
DOS-1025 (04/2007)

Authentication Number: 1412150177 To verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at <http://ecorp.dos.ny.gov>

Certificate of Filing

This Certifies that the Corporation named

MM CONSULTING SERVICES, INC.

was filed with the Secretary of State of
NEW YORK

on the 15th day of December of 2014

*The said corporation shall have and may
exercise all of the power conferred by the
Business Corporation Law of the
State of New York*

Sole Incorporator _____

ACKNOWLEDGEMENT COPY

CERTIFICATE OF INCORPORATION OF MM CONSULTING SERVICES, INC.

Under Section 402 of the Business Corporation Law

I, the undersigned, a natural person of at least 18 years of age, for the purpose of forming a corporation under Section 402 of the Business Corporation Law of the State of New York hereby certify:

FIRST: The name of the corporation is:

MM CONSULTING SERVICES, INC.

SECOND: This corporation is formed to engage in any lawful act or activity for which a corporation may be organized under the Business Corporation Law, provided that it is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

THIRD: The county, within this state, in which the office of the corporation is to be located is **KINGS**.

FOURTH: The total number and value of shares of common stock which the corporation shall have authority to issue is: **200 SHARES WITH NO PAR VALUE**.

FIFTH: The Secretary of State is designated as agent of the corporation upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process against the corporation served upon him or her is:

THE CORPORATION
3130 BRIGHTON 6 STREET, STE 2N
BROOKLYN, NY 11235

SIXTH: No Director of this corporation shall be personally liable to the corporation, or its shareholders for damages for any breach of duty in such capacity, provided that this provision shall not limit the liability of any director if a judgment or other final adjudication, adverse to him, establishes that his act or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that he personally gained in fact a financial profit or other advantage, to which he was not legally entitled or that his acts violated Section 719 of the New York Business Corporation Law.

I certify that I have read the above statements, I am authorized to sign these Certificate of Incorporation, that the above statements are true and correct to the best of my knowledge and belief and that my signature typed below constitutes my signature.

ARKADIY SALKO (signature)

ARKADIY SALKO, INCORPORATOR
3130 BRIGHTON 6 STREET, STE 2N
BROOKLYN, NY 11235

Filed by:

ALEXANDER ALMONTE ESQ., P.C.
119 WASHINGTON AVE., STE 101
ALBANY, NY 12210

ALEXANDER ALMONTE ESQ. P.C. (56)

DRAWDOWN

CUSTOMER REF# 20135

ACKNOWLEDGEMENT COPY

Minutes of Organization Meeting
of
MM CONSULTING SERVICES, INC.

I, the undersigned, being the sole incorporator named in the certificate of incorporation of the above corporation, held an organization meeting at the date and place set forth below, at which meeting the following action was taken;

It was resolved that a copy of the certificate of incorporation together with the receipt issued the Department of State showing payment of the statutory organization tax and the date and payment of the fee for original certificate of incorporation be appended to these minutes.

By-laws regulating the conduct of the business and affairs of the corporation, as prepared by

counsel for the corporation were adopted and ordered appended hereto.

The persons whose names appear below were named as directors.

The board of directors was authorized to issue all of the unsubscribed shares of the corporation at such time and in such amounts as determined by the board and to accept in payment money or other property, tangible or intangible or for its benefit or its formation.

The principal office of the corporation was fixed at _____,

sole incorporator

Dated: on the 15th of December of 2014

The following accept their nominations as directors:

Type director's name

Signature

The following are appended to the minutes of this meeting:

**Copy of certificate of incorporation, filed on the 15th of December of 2014*

**Receipt of Department of State.*

**By- Laws.*

Statement of Incorporator in Lieu of Organization Meeting

of

MM CONSULTING SERVICES, INC.

The certificate of incorporation of the above-named corporation having been filed in the Office of the Secretary of State of the State of New York, the undersigned being the incorporator named in said certificate, does hereby state that the following actions were taken on this day for the purpose of organizing this corporation:

1. By-Laws for the regulation of the affairs of the corporation were adopted by the undersigned incorporator and were ordered inserted in the minute book immediately following the copy of the certificate of incorporation and before this instrument.
2. The undersigned hereby resigns as incorporator of the corporation as of the date set forth below.

The following are hereby elected as the director(s) of the corporation to hold office until the first annual meeting of the corporation or until their successors are elected and qualified:

ARKADIY SALKO

Dated: December, 15th 2014

s/ ARKADIY SALKO

Incorporator

ARKADIY SALKO

3130 BRIGHTON 6 STREET, STE 2N

BROOKLYN, NY 11235

Waivers of Notice of Organization Meeting

of

MM CONSULTING SERVICES, INC.

I, the undersigned, being the sole incorporator named in the certificate of incorporation of the above corporation hereby agree and consent that the organization meeting thereof be held on the date and the time and place stated below and hereby waiver all notice of such meeting and of any adjournment thereof.

Place of meeting _____

Date of meeting _____

Time of meeting _____

sole incorporator

Dated: on the 15th of December of 2014

Exhibit D



Secretary of State
Articles of Incorporation of a
General Stock Corporation

ARTS-GS

FILED
 Secretary of State
 State of California

MAR 08 2017

IMPORTANT — Read instructions before completing this form.

Filing Fee - \$100.00

Copy Fees - First page \$1.00; each attachment page \$0.50;
 Certification Fee - \$5.00

Note: Corporations may have to pay minimum \$800 tax to the California Franchise Tax Board each year. For more information, go to <https://www.ftb.ca.gov>.

2CC

This Space For Office Use Only

1. Corporate Name (Go to www.sos.ca.gov/business/be/name-availability for general corporate name requirements and restrictions.)

The name of the corporation is Vista Development Enterprises, Inc.

2. Business Addresses (Enter the complete business addresses.)

a. Initial Street Address of Corporation - Do not list a P.O. Box	City (no abbreviations)	State	Zip Code
1715 Greenhills Ct.	Lafayette	CA	94549
b. Initial Mailing Address of Corporation, if different than item 2a	City (no abbreviations)	State	Zip Code

Item 3a and 3b: If naming an individual, the agent must reside in California and Items 3a and 3b must be completed with the agent's name and complete California street address.

Item 3c: If naming a California Registered Corporate Agent, a current agent registration certificate must be on file with the California Secretary of State and Item 3c must be completed (leave Item 3a-3b blank).

3. Agent for Service of Process

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
Scot		Candell	
b. Street Address (if agent is not a corporation) - Do not list a P.O. Box	City (no abbreviations)	State	Zip Code
4040 Civic Center Dr. Ste. 219	San Rafael	CA	94903
c. California Registered Corporate Agent's Name (if agent is a corporation) - Do not complete Item 3a or 3b			

4. Shares (Enter the number of shares the corporation is authorized to issue. Do not leave blank or enter zero (0).)

This corporation is authorized to issue only one class of shares of stock.

The total number of shares which this corporation is authorized to issue is 1500

5. Purpose Statement (Do not alter the Purpose Statement.)

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

6. Read and Sign Below (This form must be signed by each incorporator. See instructions for signature requirements.)

Signature

Scot Candell
 Type or Print Name

Exhibit E



Secretary of State
Statement of Information
 (California Stock, Agricultural
 Cooperative and Foreign Corporations)

SI-550

47

17-049100

FILED
 Secretary of State
 State of California
 JUN 02 2017

IMPORTANT — Read instructions before completing this form.

Fees (Filing plus Disclosure) – \$25.00;

Copy Fees – First page \$1.00; each attachment page \$0.50;
 Certification Fee - \$5.00 plus copy fees

1. Corporation Name (Enter the exact name of the corporation as it is currently recorded with the California Secretary of State)

VISTA DEVELOPMENT ENTERPRISES, INC.

NF

This Space For Office Use Only

2. 7-Digit Secretary of State File Number

C3998693

3. Business Addresses

a. Street Address of Principal Executive Office - Do not list a P.O. Box 12376 Davis Ave	City (no abbreviations) Hayward	State CA	Zip Code 94545
b. Mailing Address of Corporation, if different than Item 3a	City (no abbreviations)	State	Zip Code
c. Street Address of Principal California Office, if any and if different than Item 3a - Do not list a P.O. Box	City (no abbreviations)	State CA	Zip Code

4. Officers

The Corporation is required to list all three of the officers set forth below. An additional title for the Chief Executive Officer and Chief Financial Officer may be added; however, the preprinted titles on this form must not be altered.

a. Chief Executive Officer/ Igor	First Name	Middle Name	Last Name Goldenberg	Suffix
Address 12376 Davis Ave			City (no abbreviations) Hayward	State CA Zip Code 94545
b. Secretary Igor	First Name	Middle Name	Last Name Goldenberg	Suffix
Address 2376 Davis Ave			City (no abbreviations) Hayward	State CA Zip Code 94545
c. Chief Financial Officer/ Igor	First Name	Middle Name	Last Name Goldenberg	Suffix
Address 2376 Davis Ave			City (no abbreviations) Hayward	State CA Zip Code 94545

5. Director(s)

California Stock and Agricultural Cooperative Corporations ONLY: **Item 5a:** At least one name and address must be listed. If the Corporation has additional directors, enter the name(s) and addresses on Form SI-550A (see instructions).

a. First Name Igor	Middle Name	Last Name Goldenberg	Suffix
Address 2376 Davis Ave			City (no abbreviations) Hayward State CA Zip Code 94545
b. Number of Vacancies on the Board of Directors, if any <input type="text"/>			

6. Agent for Service of Process

Item 6a and 6b: If the agent is an individual, the agent must reside in California and Item 6a and 6b must be completed with the agent's name and California address. **Item 6c:** If the agent is a California Registered Corporate Agent, a current agent registration certificate must be on file with the California Secretary of State and Item 6c must be completed (leave Item 6a-6b blank).

a. California Agent's First Name (if agent is not a corporation) Igor	Middle Name	Last Name Goldenberg	Suffix
b. Street Address (if agent is not a corporation) - Do not list a P.O. Box 2376 Davis Ave			City (no abbreviations) Hayward State CA Zip Code 94545
c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete item 6a or 6b			

7. Type of Business

Describe the type of business or services of the Corporation
 Health

8. The Information contained herein, including in any attachments, is true and correct.

5/30/2017

Date

Lia C

Type or Print Name of Person Completing the Form

Preparer

Title

2016 California Secretary of State
 www.sos.ca.gov/business/be

Exhibit F

Vista Development Enterprises, Inc
2376 Davis Avenue
Hayward, CA 94545

February 4th, 2019

Mr. Arkadiy Salko
MM Consulting Services, Inc.
1715 Greenhills Ct.
Lafayette, CA 94549

Dear Mr. Salko

We have recently become aware of your arrest for violating California laws prohibiting the cultivation and possession for sale of cannabis. As such, we are terminating our agreement under paragraph 7.2(b)(i) of our Consulting Agreement, which states:

If CLIENT terminates this Agreement for cause, termination becomes effective immediately, and no compensation is due to CONSULTANT other than approved costs. Termination for cause is defined as termination for one of the following reasons:

- i. Consultant commits fraud, theft, embezzlement, or participates in an activity which is wholly criminal and violates any portion of the California cannabis laws.

This termination is effective immediately. Please submit any costs due to you within the timeframe set out in our agreement. We appreciate everything that you have done, and wish you the best in the future.

Sincerely,

A handwritten signature in black ink, appearing to read 'Igor Goldenberg', with a long horizontal line extending to the right.

Igor Goldenberg
CEO of Vista Development Enterprises, Inc.