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2 *PRO HAC VICE APPLICATION PENDING*

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10 **UNITED STATES DISTRICT COURT**  
11 **CENTRAL DISTRICT OF CALIFORNIA**  
12 **Western Division**

13 **SECURITIES AND EXCHANGE**  
14 **COMMISSION,**

15 Plaintiff,

16 vs.

17 STEPHEN SCOTT MOLESKI;  
18 DAVID MICHAEL; and, ERIK  
CHRISTIAN JONES,

19 Defendants,

20 and

21 ALLIANCE MANAGEMENT  
22 GROUP, LLC, a private Nevada  
Limited Liability Company; AUSTIN  
23 MARKETING GROUP, LLC, a  
private Nevada Limited Liability  
Company; AUSTIN MEDIA GROUP,  
24 LLC, a private Nevada Limited  
Liability Company; AUSTIN  
25 PARTNERS LLC, a private Nevada  
Limited Liability Company; and,  
26 AUSTIN PARTNERS I, LLC, a  
private Nevada Limited Liability  
Company,

27 Case No.

28 **COMPLAINT**

Relief Defendants.

1 Plaintiff, Securities and Exchange Commission (the “Commission”), alleges as  
2 follows:

3 **JURISDICTION AND VENUE**

4 1. This Court has subject matter jurisdiction over this action pursuant to  
5 Sections 20(b) and 22(a) of the Securities Act of 1933 (“Securities Act”) [15 U.S.C.  
6 §§ 77t(b) and 77v(a)]; Sections 21(d) and 27(a) of the Exchange Act of 1934  
7 (“Exchange Act”) [15 U.S.C. §§ 78u(d) and 78a(a)]; Sections 209(d) and 214(a) of  
8 the Investment Advisers Act of 1940 (“Advisers Act”) [15 U.S.C. §§ 80b–9(d) and  
9 80b–14(a)]; and 28 U.S.C. § 1331.

10 2. The Commission brings this action pursuant to Sections 20(b) and (d) of  
11 the Securities Act [15 U.S.C. §§ 77t(b), (d)]; Sections 21(d) and (e) of the Exchange  
12 Act [15 U.S.C. §§ 78u(d), (e)]; and Sections 209(d) and (e) of the Advisers Act [15  
13 U.S.C. §§ 80b–9(d), (e)] to enjoin such acts, practices, and courses of business, and to  
14 obtain civil money penalties and such other and further relief as this Court may deem  
15 just and appropriate.

16 3. Defendants Moleski, Michael, and Jones were, individually and  
17 collectively, involved in the offer and sale of the securities, as that term is defined  
18 under Section 2(a)(1) of the Securities Act [15 U.S.C. § 77b(a)(1)] and Section  
19 3(a)(10) of the Exchange Act [15 U.S.C. § 78c(a)(10)], of multiple issuers.

20 4. Additionally, Defendants Moleski and Michael offered securities in one  
21 or more pooled investment vehicles (as that term is defined under Advisers Act Rule  
22 206(4)–(8)(b) [17 C.F.R. § 275.206(4)–8(b)]) for which Michael and, in regard to at  
23 least one of the pooled investment vehicles, Moleski, served as investment advisers  
24 (as that term is defined in Section 202(a)(11) of the Advisers Act [15 U.S.C. § 80b–  
25 2(a)(11)]).

26 5. Each Defendant, directly or indirectly, made use of the mails or means  
27 or instrumentalities of interstate commerce in connection with the conduct alleged in  
28 this Complaint.

1       6.     Venue in this District is proper because each Defendant is found in,  
2 inhabits, and/or transacted business in the Central District of California and because  
3 one or more acts or transactions constituting the violations occurred in the Central  
4 District of California.

5                  **SUMMARY OF THE ACTION**

6       7.     Between at least June 2018 and December 2019, Defendants Stephen  
7 Scott Moleski, David Michael, and Erik Christian Jones, who were neither registered  
8 as brokers or dealers with the Securities and Exchange Commission (“Commission”)  
9 nor associated with a registered broker/dealer, solicited numerous investors to  
10 purchase securities in connection with two securities offerings.

11      8.     Defendants earned, collectively and in gross, at least \$409,287.96 in  
12 illicit commissions from this securities solicitation work, and Defendant Jones earned  
13 an additional amount for soliciting investor purchases of securities offered and issued  
14 by entities Defendants Moleski and/or Michael controlled.

15      9.     By engaging in this conduct, Defendants Moleski, Michael, and Jones  
16 each violated and, unless restrained and enjoined by this Court, may continue to  
17 violate Sections 5(a) and (c) of the Securities Act [15 U.S.C. § 77e(a), (c)] and  
18 Section 15(a)(1) of the Securities Exchange Act [15 U.S.C. § 78o(a)(1)].

19      10.    In addition, during 2019 and 2020, Defendants Moleski, Michael, and  
20 Jones offered and sold securities interests in one or more private funds that  
21 Defendants Moleski and Michael operated, managed, and advised.

22      11.    In connection with promoting and soliciting investment in these private  
23 funds, Defendants Moleski and Michael made material misstatements and omissions  
24 to investors as part of a scheme to obtain and then misappropriate investor monies.

25      12.    By engaging in this conduct, each of Defendants Moleski and Michael  
26 violated and, unless restrained and enjoined by this Court, may continue to violate  
27 Section 17(a) of the Securities Act [15 U.S.C. § 77q(a)]; Section 10(b) of the  
28 Exchange Act [15 U.S.C. § 78j(b)]; Exchange Act Rule 10b-5 [17 C.F.R. § 240.10b-

1 5]; Sections 206(1), (2), and (4) of the Investment Advisers Act [15 U.S.C. §§ 80b–  
2 6(1), (2), (4)]; and Advisers Act Rule 206(4)–(8) [17 C.F.R. § 275.206(4)–8] thereby.

3 **DEFENDANTS**

4 13. **Stephen Scott Moleski (a/k/a Steve Scott)**, age 61, is believed to be a  
5 resident of the Los Angeles, California, area. Moleski, individually or with Michael,  
6 controlled one or more of the limited liability companies named as relief defendants  
7 in this action. Moleski was also a co-defendant in another recent suit brought by  
8 Plaintiff (*see Securities and Exchange Commission v. Drake et al.*, No. 2:20-cv-  
9 00405 (C.D. Cal. filed January 15, 2020)) and also was a subject of previous  
10 securities-related state actions.

11 14. **David Michael (a/k/a David Michael Newman, Jr.; David**  
12 **Washington)**, age 50, is believed to be a resident of Encino, California, or Oak Park,  
13 California. Michael, individually or with Moleski, controlled one or more of the  
14 limited liability companies named as relief defendants in this action.

15 15. **Erik Christian Jones**, age 49, is a resident of Redondo Beach,  
16 California. Jones worked as a telephone securities solicitor for Moleski, Michael, and  
17 their companies.

18 **RELIEF DEFENDANTS**

19 16. **Alliance Management Group, LLC**, is a Nevada limited liability  
20 company with its primary place of business in Tarzana, California, and is controlled  
21 by Moleski and Michael. Alliance Management Group received funds through the  
22 misconduct described herein.

23 17. **Austin Marketing Group, LLC**, is a Nevada limited liability company  
24 with its primary place of business in Tarzana, California, and is controlled by  
25 Moleski and Michael who serve as co-CEOs. Austin Marketing Group received funds  
26 through the misconduct described herein.

27 18. **Austin Media Group, LLC**, is a Nevada limited liability company with  
28 its primary place of business in Tarzana, California, and is controlled by Moleski and

1 Michael. Austin Media Group received funds through the misconduct described  
2 herein.

3       19.   **Austin Partners, LLC**, is a Nevada limited liability company with its  
4 primary place of business in Tarzana, California, and is controlled by Michael. Austin  
5 Partners received funds through the misconduct described herein.

6       20.   **Austin Partners I, LLC**, is a Nevada limited liability company with its  
7 primary place of business in Tarzana, California, and is controlled by Moleski and  
8 Michael who serve as co-CEOs. Austin Partners I received funds through the  
9 misconduct described herein.

10    FACTS

11    **Defendants' Illicit Brokerage Activities**

12    *The Web Blockchain Media, Inc., convertible promissory note securities offering*

13       21.   During or around January 2018, Web Blockchain Media, Inc. (f/k/a Web  
14 Global Holdings, Inc.; f/k/a Webb Interactive Services, Inc.) ("Web") desired to raise  
15 funds from investors via the offer and sale of convertible promissory note securities  
16 (the "Web Convertible Note Securities Offering").

17       22.   To further the Web Convertible Note Securities Offering, Web entered  
18 into a *Consulting Agreement* with "David Michael, a California corporation" that,  
19 among other things, called for Michael to assist in raising capital for Web. (*See*  
20 Consulting Agreement, attached as Ex. A.)

21       23.   On information and belief, Web entered into a similar agreement with  
22 Moleski operating as or through Austin Marketing Group, LLC.

23       24.   The *Consulting Agreement* specified that Michael was to be  
24 compensated "in the amount of thirty-four (34%) percent of any funds raised..." from  
25 investors. (*See* Ex. A. at 2 ¶ 4.)

26       25.   In 2018 and 2019, approximately \$1,149,321.60 was raised through the  
27 Web Convertible Note Securities Offering from approximately 30 investors solicited  
28 by Moleski, Michael, and/or their agents, including Jones, and Web paid at least the

1 following commissions to Defendants for these solicitations:

| <b>Payor</b>  | <b>Payee</b>            | <b>Date Range</b>          | <b>Amount</b>       |
|---|-------------------------|----------------------------|---------------------|
| Allocation Media Entertainment<br>(a Web affiliate) | Austin Media Group, LLC | 10/18/18 – 04/15/19        | \$67,650.00         |
| Allocation Media Entertainment                      | Austin Partners I, LLC  | 07/09/19                   | \$1,550.00          |
| Allocation Media Entertainment                      | David Michael           | 08/22/18 – 10/15/19        | \$243,850.00        |
| Allocation Media Entertainment                      | Stephen Moleski         | 06/21/18 – 12/21/18        | \$54,237.96         |
| <i>Total</i>  |                         | <i>06/21/18 – 10/15/19</i> | <i>\$367,287.96</i> |

6 26. During the time Defendants solicited investors for the Web Convertible  
7 Note Securities Offering, they were neither registered as brokers or dealers with the  
8 Commission nor associated with a broker or dealer registered with the Commission.

9 27. During the time Defendants were involved as solicitors for the Web  
10 Convertible Note Securities Offering, no registration statement, in regard to the  
11 securities offering, was in effect, and no registration statement had been filed with the  
12 Commission.

13                   *The Heartland Income Properties, LLC, securities offering*

14 28. In late 2018, Heartland Income Properties, LLC (“Heartland”) posted a  
15 series of Craigslist advertisements in search of solicitors to raise funds from investors  
16 for Heartland’s private placement securities offering (the “Heartland Offering”). An  
17 individual associated with one of the relief defendants contacted Heartland’s CEO in  
18 response to these postings.

19 29. Thereafter, Heartland’s CEO traveled to Tarzana, California, to meet  
20 with Moleski and Michael and to view their telemarketing operation. Following that  
21 meeting, Heartland and Austin Marketing Group, LLC, entered into an unsigned  
22 *Strategic Alliance Agreement*, dated December 5, 2018, that called for Austin  
23 Marketing Group to “use its best efforts to assist Heartland in sourcing equity capital  
24 pursuant to its Private Placement.” (See Strategic Alliance Agreement, attached as  
25 Ex. B.)

26 30. The *Strategic Alliance Agreement* provided that Austin Marketing Group  
27 was to be compensated for its efforts in the form of a payment of 30% of the funds it  
28 raised from investors for the Heartland Offering, including funds invested in the

1 Heartland Offering by Austin Partners I, LLC, a private pooled investment vehicle  
 2 (*i.e.*, a fund) advised by Moleski and Michael.

3 31. In 2019, \$55,000.00 was raised by the Austin Marketing from three  
 4 investors and another \$85,000.00 was invested by Austin Partners I.

5 32. Heartland made at least the following payments pursuant to the *Strategic*  
 6 *Alliance Agreement*. Of these payments, all but \$500 were commissions for soliciting  
 7 investors in the Heartland Offering.

| Payor                       | Payee                       | Date Range                 | Amount             |
|-----------------------------|-----------------------------|----------------------------|--------------------|
| Heartland Income Properties | Austin Marketing Group, LLC | 01/15/19 – 10/10/19        | \$29,500.00        |
| Heartland Income Properties | Austin Media Group, LLC     | 12/26/18 – 01/11/19        | \$4,000.00         |
| Heartland Income Properties | Austin Partners I, LLC      | 12/09/19                   | \$9,000.00         |
| <i>Total</i>                |                             | <i>12/26/18 – 12/09/19</i> | <i>\$42,500.00</i> |

11 33. During the time Defendants were involved as solicitors for the Heartland  
 12 Offering, they were neither registered as a brokers or dealers with the Commission  
 13 nor associated with a broker or dealer registered with the Commission.

#### 14 **The Pooled Investment Vehicles**

15 34. During early 2019, Defendants Moleski and Michael created a private  
 16 investment fund, Austin Partners I, LLC, and began, both directly and indirectly  
 17 through hired securities solicitors (*i.e.*, telephone salespersons) such as Defendant  
 18 Jones, soliciting investors to invest in the fund.

19 35. Defendants Moleski and Michael were managing members, co-CEOs,  
 20 and advisors of Austin Partners I, LLC.

21 36. The ostensible purpose of Austin Partners I, LLC was to pool investment  
 22 capital from investors and to invest that capital in a pooled portfolio of securities  
 23 selected, advised, and managed by Defendants Moleski and Michael.

24 37. In connection with the offering and sale of interests in the Austin  
 25 Partners I, LLC, fund, Defendants Moleski and Michael, operating through Austin  
 26 Marketing Group, LLC, and/or Austin Partners I, LLC, created and distributed to  
 27 potential investors a document titled *Austin Partners I, LLC Summary of Partnership*  
 28 *Activity* (the “Austin Partners I Offering Document”) (See Austin Partners I Offering

1 Document, attached as Ex. C.)

2       38. The offering document contained an *Executive Summary* that stated,  
3 *inter alia*:

- 4           • “Austin Partners I, a Nevada LLC, was formed to create an investment  
5 grade portfolio of high-quality Investments. Austin Marketing Group  
6 manages and oversees all activities of the partnership.” (Ex. C at 2.)
- 7           • “Our investment objectives are to maximize the returns to our clients and  
8 show them phenomenal returns. We will accomplish this by investing as  
9 a group giving us more buying power. This will include stocks, real  
10 estate, precious metals, energy – such as oil and gas, and a variety of  
11 other investment opportunities.” (Id.)
- 12          • “We attain [sic] a full-time expert licensed broker who monitors daily  
13 activity of all stocks, giving a ‘third eye’ on the market’s agile  
14 movement. This gives our investors peace of mind, knowing that their  
15 investment are not only safe in the market, but are also maneuverable  
16 between stocks to insure maximum growth and avoid any pitfalls.” (Id.)
- 17          • “We are extremely confident that we not only provide a ‘Safe Harbor’  
18 for our investors[’] money but will continue to ultimately strive for their  
19 financial freedom.” (Id.)
- 20          • “Please remember Austin Partners I motto – ‘Helping our clients not  
21 only achieve magnificent financial gains, but more importantly,  
22 achieving financial freedom in a world where NOTHING is free! WE  
23 TREAT YOUR MONEY LIKE IT’S OUR OWN!” (Id.)

24 The Austin Partners I Offering Document also suggested that the fund held or would  
25 hold investments in securities issued by Web, Heartland, and Life Investors  
26 Management Company, LP (f/k/a Life Investors Management Company, LLC)  
27 (“LIMC”), with the latter of these being related to life insurance policies issued on  
28 the lives of terminally-ill persons.

1       39. These statements and the offering document were false or misleading. In  
2 particular:

- 3             • Although the offering document contained several pages concerning  
4                 Heartland, Web, and LIMC (thus suggesting that they were or would  
5                 become portfolio holdings), and although multiple investors (*e.g.*, T.H.  
6                 of Kansas, V.H. of Michigan, S.S. of Illinois, J.V. of Nevada, and D.Y.  
7                 of California, each of whom invested between September 2019 and  
8                 December 2019) stated that they were solicited specifically or primarily  
9                 on the basis of the LIMC life insurance settlement investments, no  
10                 Austin Partners I, LLC, investor money was ever invested in, with, by,  
11                 or through Web or LIMC.
- 12             • Rather than creating an investment-grade portfolio of high-quality  
13                 investments, Austin Partners I, LLC, held only one investment: a  
14                 cumulative \$85,000 invested into the illiquid Heartland Offering, and  
15                 Defendants Moleski and Michael, through various Austin entities,  
16                 received 30% commissions on that investment (*i.e.*, they received  
17                 \$25,500 in commissions effectively paid out from the \$85,000 that they  
18                 advised and caused Austin Partners I, LLC, to invest in the Heartland  
19                 Offering).
- 20             • There was no “full-time expert licensed broker” monitoring Austin  
21                 Partners I’s portfolio. In fact, none of the Relief Defendant entities  
22                 controlled by Defendants Moleski and/or Michael ever established a  
23                 brokerage account anywhere or traded in any stocks (despite that the TD  
24                 Ameritrade brokerage firm logo featured prominently on the Austin  
25                 Marketing website).
- 26             • In at least one instance, an investor (S.S. of Illinois who invested during  
27                 December 2019) was “gifted” half a unit (*i.e.*, he invested \$10,000 for  
28                 the purchase of one unit of Austin Partners I, LLC, and was gifted with

1                   an additional 0.5 units nominally valued at \$5,000), thus meaning that  
2 investor interests in Austin Partners I were being diluted. (See  
3 “Welcome Aboard” correspondence, attached as Ex. D.)

- 4                   • Instead of providing Austin Partners I, LLC, investor clients with a “safe  
5 harbor” for their money, investor money was routinely misused,  
6 including by:  
7                   • being used to pay operational expenses of the Relief Defendants (e.g.,  
8 office rent, salaries, commissions to solicitors such as Defendant Jones,  
9 etc.);  
10                  • being commingled in bank accounts that appear to have been used as a  
11 de facto personal accounts by Defendants Moleski and/or Michael;  
12                  • being used to make payments to Defendant Michael;  
13                  • being used to pay personal expenses of Defendants Moleski and  
14 Michael;  
15                  • being withdrawn, in cash, by Defendants Moleski and/or Michael;  
16                   a. being transferred to other companies controlled by Defendants  
17 Moleski and/or Michael; and  
18                   b. being used to make payments to certain other investors.

19                  40. Additionally, (a) in the Austin Partners I Offering Document; (b) on the  
20 Austin Marketing and Media Group, LLC/Austin Marketing Group, LLC, and the  
21 Alliance Management Group, LLC, websites (*see* Images from Websites, attached as  
22 Ex. E); and (c) in his oral communications with multiple investors (e.g., investors  
23 B.K. of Florida, T.H. of Kansas, S.S. of Minnesota, and J.V. of Nevada, each of  
24 whom invested between July 2019 and April 2020); Defendant Moleski misleadingly  
25 held himself out as Steve(n) Scott, instead of as Stephen Scott Moleski (his full  
26 name), thus preventing investors and prospective investors from conducting due  
27 diligence and learning of his past and disciplinary history.

28                  41. After learning of Plaintiff’s investigation into their conduct, Defendants

1 Moleski and Michael ceased operating as Austin Marketing Group, LLC, and began  
 2 operating as Alliance Management Group, LLC. Additionally, Defendants Moleski  
 3 and Michael phased out use of (in regard to new investor solicitations) the Austin  
 4 Partners I, LLC, entity for their private investment fund, and Defendant Michael  
 5 (possibly with Defendant Moleski) replaced it with use of the Alliance Management  
 6 Group, LLC, and Austin Partners, LLC, entities (as private funds) and continued to,  
 7 either directly or indirectly through solicitors such as Defendant Jones, solicit  
 8 investments from prospective investors.

9       42. In connection with the solicitation of investors to invest in or through the  
 10 Alliance Management Group, LLC, or Austin Partners, LLC, private funds,  
 11 Defendant Michael, either directly (e.g., in regard to prospective investor J.A. of  
 12 Alabama and investors C.B. of Georgia and C.B. of Michigan, the latter two invested  
 13 between March 2020 and August 2020) or indirectly through solicitors such as  
 14 Defendant Jones (e.g., in regard to investor J.R. of Ohio who invested during April  
 15 2020), continued to tell prospective investors that their investment monies would, via  
 16 the private funds, be invested in the LIMC offerings. No such investments were ever  
 17 made with the monies contributed to either fund by investors and, instead, the money  
 18 provided by investors were misappropriated and spent by Defendant Michael on  
 19 business (e.g., rent, salaries, commissions, etc.) and personal expenses.

## **FIRST CLAIM FOR RELIEF**

### **Violations of Sections 5(a) and 5(c) of the Securities Act**

**[15 U.S.C. § 77e(a), (c)]**

***(Against each Defendant)***

24       43. The Commission re-alleges and incorporates by reference each and  
 25 every allegation in paragraphs 1–42, inclusive, as if they were fully set forth herein.

26       44. By engaging in the conduct described above each Defendant, directly or  
 27 indirectly:

28           a.      made use of means or instruments of transportation or

1 communication in interstate commerce or of the mails to sell Web; Austin Partners I,  
2 LLC; Alliance Management Group, LLC; and/or Austin Partners, LLC, securities, as  
3 to which no registration statement was in effect, through the use or medium of any  
4 prospectus or otherwise;

5 b. carried or caused to be carried through the mails or in interstate  
6 commerce, by any means or instrument of transportation, Web; Austin Partners I,  
7 LLC; Alliance Management Group, LLC; and/or Austin Partners, LLC, securities, as  
8 to which no registration statement was in effect, for the purpose of sale or for delivery  
9 after sale; and,

10 c. made use of any means or instruments of transportation or  
11 communications in interstate commerce or of the mails to offer to sell or offer to buy  
12 through the use or medium of any prospectus or otherwise Web; Austin Partners I,  
13 LLC; Alliance Management Group, LLC; and/or Austin Partners, LLC, securities as  
14 to which no registration statement had been filed.

15 45. In regard to the sale of Web; Austin Partners I, LLC; Alliance  
16 Management Group, LLC; and/or Austin Partners, LLC, securities described herein,  
17 no exemption validly applied to the registration requirements described above.

18 46. By reason of the foregoing, each of the Defendants violated and, unless  
19 enjoined, will continue to violate Sections 5(a) and 5(c) of the Securities Act [15  
20 U.S.C. § 77e(a), (c)].

## 21 SECOND CLAIM FOR RELIEF

### 22 **Violations of Section 15(a)(1) of the Exchange Act [15 U.S.C. § 78o(a)(1)]** 23 *(Against each Defendant)*

24 47. The Commission re-alleges and incorporates by reference each and  
25 every allegation in paragraphs 1–42, inclusive, as if they were fully set forth herein.

26 48. By engaging in the conduct described above, each Defendant:

27 a. engaged in the business of effecting transactions in securities for  
28 the account of others; and

1                   b. directly or indirectly, made use of the mails or the means or  
2 instrumentalities of interstate commerce to effect transactions in, or to induce or  
3 attempt to induce the purchase or sale of, securities without being registered as a  
4 broker or dealer with the Commission or associated with a broker or dealer registered  
5 with the Commission.

6                  49. By reason of the foregoing, each Defendant violated and, unless  
7 enjoined, will continue to violate Sections 15(a)(1) of the Exchange Act [15 U.S.C.  
8 § 78o(a)(1)].

9                   **THIRD CLAIM FOR RELIEF**

10                 **Violations of Section 17(a) of the Securities Act [15 U.S.C. § 77q(a)]**

11                   *(Against Defendants Moleski and Michael)*

12                  50. The Commission re-alleges and incorporates by reference each and  
13 every allegation in paragraphs 1–42, inclusive, as if they were fully set forth herein.

14                  51. By engaging in the conduct described above, each of Defendants  
15 Moleski and Michael, directly or indirectly, individually or in concert with others, in  
16 the offer and sale of securities, by use of the means and instruments of transportation  
17 and communication in interstate commerce or by use of the mails, (1) employed  
18 devices, schemes, or artifices to defraud; (2) obtained money or property by means of  
19 untrue statements of material fact or omissions to state material facts necessary in  
20 order to make the statements made, in light of the circumstances under which they  
21 were made, not misleading; and, (3) engaged in transactions, practices, or courses of  
22 business which operated or would operate as a fraud or deceit.

23                  52. With respect to violations of Sections 17(a)(2) and 17(a)(3) of the  
24 Securities Act, each of Defendants Moleski and Michael was at least negligent in his  
25 conduct and in the untrue and misleading statements alleged herein.

26                  53. With respect to violations of Section 17(a)(1) of the Securities Act, each  
27 of Defendants Moleski and Michael engaged in the above-referenced conduct  
28 knowingly or with severe recklessness.

1       54. By reason of the foregoing, each of Defendants Moleski and Michael  
2 violated and, unless enjoined, will continue to violate Section 17(a) of the Securities  
3 Act.

## **FOURTH CLAIM FOR RELIEF**

**Violations of Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and  
Exchange Act Rule 10b-5 [17 C.F.R. § 240.10b-5]**

**(Against Defendants Moleski and Michael)**

8        55. The Commission re-alleges and incorporates by reference each and  
9 every allegation in paragraphs 1–42, inclusive, as if they were fully set forth herein.

10        56. By engaging in the conduct described above, each of Defendants  
11 Moleski and Michael, directly or indirectly, individually or in concert with others, in  
12 connection with the purchase or sale of securities, by use of the means and  
13 instrumentalities of interstate commerce or by use of the mails, (a) employed devices,  
14 schemes, and artifices to defraud; (b) made untrue statements of material facts and/or  
15 omitted to state material facts necessary in order to make the statements made, in  
16 light of the circumstances under which they were made, not misleading; and, (c)  
17 engaged in acts, practices, and course of business which operated as a fraud and  
18 deceit upon purchasers, prospective purchasers, and other persons.

19       57. Each of Defendants Moleski and Michael engaged in the above-  
20 referenced conduct and made the above-referenced untrue and misleading statements  
21 knowingly or with severe recklessness.

22        58. By reason of the foregoing, each of Defendants Moleski and Michael  
23 have violated and, unless enjoined, will continue to violate Section 10(b) of the  
24 Exchange Act and Exchange Act Rule 10b-5.

25 | //

26 | //

27 | //

28 | //

**FIFTH CLAIM FOR RELIEF**

**Violations of Sections 206(1), 206(2), and 206(4) of the Advisers Act [15 U.S.C. §§ 80b-6(1), (2), (4)] and Rule 206(4)-8 thereunder [17 C.F.R. § 275.206(4)-8]**

***(Against Defendants Moleski and Michael)***

59. The Commission re-alleges and incorporates by reference each and  
6 every allegation in paragraphs 1–42 inclusive, as if they were fully set forth herein.

60. Defendants Moleski and Michael served as investment advisers to the  
8 Austin Partners I, LLC, fund. As co-officers of Austin Partners I, LLC, Moleski and  
9 Michael controlled the fund, advised, and made investment decisions on its behalf.  
10 Defendant Michael (and possibly Defendant Moleski) similarly served as investment  
11 advisers to the Alliance Marketing Group, LLC, and Austin Partners, LLC, funds  
12 through his control of the funds and his advising and making investment decisions on  
13 their behalf.

61. Each of Defendants Moleski and Michael received, directly or indirectly,  
15 compensation for serving as investment advisers from Austin Partners I, LLC, via  
16 distributions taken from the Austin Partners I, LLC, bank account, and Defendant  
17 Michael similarly received compensation through distributions taken from the  
18 Alliance Management Group, LLC, and Austin Partners, LLC, bank accounts. As  
19 such, Defendants Moleski and Michael each met the definition of investment adviser  
20 under the Section 202(a)(11) of the Advisers Act [15 U.S.C. § 80b-2(a)(11)].

62. By engaging in the conduct described above, each of Defendants  
22 Moleski and Michael, directly or indirectly, individually or in concert with others, by  
23 use of the mails or any means or instrumentality of interstate commerce, directly or  
24 indirectly (1) employed one or more devices, schemes, or artifices to defraud any  
25 client or prospective client; (2) engaged in one or more transactions, practices, or  
26 courses of business which operated as a fraud or deceit upon any client or prospective  
27 client; and, (3) engaged in one or more acts, practices, or courses of business which  
28 was fraudulent, deceptive, or manipulative, by making one or more untrue statements

1 of a material fact or omitting to state a material fact necessary to make the statements  
2 made, in the light of the circumstances under which they were made, not misleading,  
3 to any investor or prospective investor in a pooled investment vehicle; and/or by  
4 engaging in one or more acts, practices, or courses of business that was fraudulent,  
5 deceptive, or manipulative with respect to any investor or prospective investor in a  
6 pooled investment vehicle.

7       63. Each of Defendants Moleski and Michael engaged in the above-  
8 referenced conduct knowingly or with severe recklessness.

9       64. By reason of the foregoing, each of Defendants Moleski and Michael  
10 have violated and, unless enjoined, will continue to violate Sections 206(1), 206(2),  
11 and 206(4) of the Advisers Act and Rule 206(4)-8 thereunder.

12                   **PRAYER FOR RELIEF**

13                   WHEREFORE, the Commission respectfully requests that this Court enter a  
14 final judgment:

15                   **I.**

16                   Permanently restraining and enjoining each Defendant from, directly or  
17 indirectly, engaging in conduct in violation of Section 5 of the Securities Act  
18 [15 U.S.C. § 77e] and Section 15(a)(1) of the Exchange Act [15 U.S.C. § 78o(a)(1)];

19                   **II.**

20                   Permanently restraining and enjoining each of Defendants Moleski and  
21 Michael from, directly or indirectly, engaging in conduct in violation of Section 17(a)  
22 of the Securities Act [15 U.S.C. § 77q]; Section 10(b) of the Exchange Act [78j(b)]  
23 and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5]; and, Sections 206(1), 206(2),  
24 and 206(4) of the Advisers Act [15 U.S.C. §§ 80b-6(1), (2), (4)] and Rule 206(4)-8  
25 thereunder [17 C.F.R. § 275.206(4)-8].

26                   **III.**

27                   Permanently restraining and enjoining each of Defendants Michael and Jones  
28 from, directly or indirectly, including, but not limited to, through any entity owned or

1 controlled by each, soliciting any person or entity to purchase or sell any security;

2                          **IV.**

3                          Ordering each of the Defendants and Relief Defendant to disgorge all ill-gotten  
4 gains or unjust enrichment derived from the activities set forth in this Complaint,  
5 together with prejudgment interest thereon;

6                          **V.**

7                          Ordering (A) each of Defendants Moleski and Michael to pay civil monetary  
8 penalties pursuant to Section 20(d) of the Securities Act [15 U.S.C. § 77t(d)]; Section  
9 21(d)(3) of the Exchange Act [15 U.S.C. § 78u(d)(3)]; and Section 209(e) [15 U.S.C.  
10 § 80b-9(e)] of the Advisers Act; and (B) ordering Defendant Jones to pay civil  
11 monetary penalties pursuant to Section 20(d) of the Securities Act [15 U.S.C. §  
12 77t(d)] and Section 21(d)(3) of the Exchange Act [15 U.S.C. § 78u(d)(3)];

13                         **VI.**

14                         Retaining jurisdiction of this action in accordance with the principles of equity  
15 and the Federal Rules of Civil Procedure in order to implement and carry out the  
16 terms of all orders and decrees that may be entered, or to entertain any suitable  
17 application or motion for additional relief within the jurisdiction of this Court; and,

18                         **VII.**

19                         Granting such other and further relief as this Court may deem just, equitable, or  
20 necessary in connection with the enforcement of the federal securities laws and for  
21 the protection of investors.

22  
23                         Dated: February 5, 2021

24                         /s/ Amy Jane Longo

25                         AMY JANE LONGO  
26                         CASEY R. FRONK  
27                         Attorneys for Plaintiff  
28                         Securities and Exchange Commission

# **EXHIBIT A**

## CONSULTING AGREEMENT

**THIS CONSULTING AGREEMENT** (this “Agreement”) is made and entered into as of Jan 17, 2018 by and between **David Michael (“Consultant”)**, a California corporation, and **Web Global Holdings, Inc. (“Company” or “Client”)**, a public corporation (OTC Pink: WEBB).

**NOW, THEREFORE**, for and in consideration of the mutual promises herein contained and the benefits that have and will inure to each of the parties hereto, the parties hereto do agree as follows:

**1. Services.** Subject to the terms and conditions of this Agreement, Consultant agrees to perform for Company the following services:

- A. Provide capital formation services in identifying and coordinating with micro/small cap broker dealers, underwriters, funds, institutional investors and other capital sources for equity capital, debt financing, and loans;
- B. Business development services including, negotiations, and the formation of relationships with potential strategic investors/business partners/alliances and other general consulting needs as expressed by Company;
- C. Identify and direct affiliates who specialize in public/investor relations thru media portals and financial media to the investment community through social networking, digital marketing, and other online communications;
- D. Attend all shooting days for the Company's CryptoCake pilots for TV formats of its streaming channel development and assist as a Producer and investor liaison.
- E. As a Coordinating Producer, provide casting and celebrity outreach for TV formats that are shot for the TV pilots.
- F. Be available for all Company meetings and calls regarding the pre-production and postproduction for the CryptoCake trailers shoots or promotions.
- G. Provide TV format coloration for the television talk show, "5 Guys."

Such services are hereinafter referred to as “Services.” Company agrees that Consultant shall have ready access to Company’s staff and resources as necessary to perform the Consultant’s Services provided for by this Agreement. Company agrees that the cost of legal, accounting, investor relations and Director services are the responsibility of the Company and not of the Consultant. Consultant and its members, principles, employees and agents are not officers or directors of the Company. Consultant shall have no power to bind Company to any contract or obligation or to transact any business in Company’s name or on behalf of Company in any manner.

Consultant, as part of this Agreement, will consult with the Company with respect to its capital raising efforts, advising the Company on capital raising strategies, and introducing and referring the Company to its retail/institutional capital sources (i.e.: funds, family offices, broker dealers, investment banks, underwriters, accredited investors, etc. referred to herein as “Contacts”) on a best-efforts basis. Consultant will not provide the services of a broker, and Company acknowledges that it is not engaging Consultant as a registered broker-dealer under Section 15A of the U.S. Securities Exchange Act of 1934, or any similar state law, and that Consultant cannot, and shall not be required hereunder to, engage in the offer or sale of securities for or on behalf of the Company. While Consultant has preexisting relationships with Contacts, Consultant’s participation in any actual or proposed offer or sale of Company securities shall be limited to that of an advisor to the Company and, if applicable, a “finder” of accredited investors, underwriters and funds. The Company acknowledges and agrees that the solicitation and consummation of any purchases of the Company’s securities shall be handled by the Company and/or any other licensed firms engaged by the Company for such purposes. Consultant will determine the method, details, and means of performing the services.

It is expressly understood and agreed by Company that, in reliance upon Company's representations, warranties and covenants contained herein, immediately upon execution and delivery of this Agreement by Company, Consultant is setting aside and allocating for the benefit of Company valuable resources (including, without limitation, capital and reservation of work schedules of employees) required to fulfill Consultant's obligations described in Item 1, above. In doing so, Consultant agrees to forebear from undertaking other opportunities and commitments (that would result in enrichment to Consultant) in order to be available to provide Company the services contemplated by this Agreement.

**2. Period of Performance.** The Company shall hire Consultant for a period of twelve (12) month commencing on the date hereof, unless earlier terminated pursuant to the terms of this Agreement, see Section 6, below. The Agreement may also be extended for additional time periods, upon agreement by both parties.

**3. Exclusivity, Performance and Confidentiality.** The services of Consultant hereunder shall not be exclusive, and Consultant and its agents may perform similar or different services for other persons or entities whether or not they are competitors of Company. The Consultant agrees that it will, at all times, faithfully and in a professional manner perform all of the duties that may be reasonably required of the Consultant pursuant to the terms of this Agreement. Consultant shall be required to expend only such time as is necessary to service Company in a commercially reasonable manner. The Consultant does not guarantee that its efforts will have any impact upon the Company's business or that there will be any specific result or improvement from the Consultant's efforts. Consultant acknowledges and agrees that confidential and valuable information proprietary to Company and obtained during its engagement by the Company, shall not be, directly or indirectly, disclosed without the prior express written consent of the Company, unless and until such information is otherwise known to the public generally or is not otherwise secret and confidential. Additionally, Company acknowledges and agrees that Contacts and other confidential and valuable information proprietary to Consultant that is introduced and/or employed during its engagement with the Consultant, shall not be, directly or indirectly, disclosed or employed without the prior express written consent of the Consultant.

**4. Compensation for Services.** As consideration for Consultant entering into this Agreement, Client agrees to pay and deliver to Consultant the following consideration ("Management Fees"), which consideration is nonrefundable regardless of the circumstances, Company agrees to compensate Consultant for Services in the amount of thirty-four (34%) percent of any funds raised through Consultant's services for the Company, payable immediately once funds have been secured into Client's bank account or if such date is not a business day, on the next business day thereafter.

After careful review and extensive discussions and negotiations between Company and Consultant and their advisors, Company agrees that, when received by Consultant, the above-described consideration shall be nonrefundable regardless of the circumstances, whether foreseen or unforeseen upon execution and delivery of this Agreement. Company further acknowledges and agrees that said consideration is earned by Consultant: (1) upon Company's execution and delivery of the Agreement and prior to the provision of any service hereunder; (2) in part, by reason of Consultant's agreement to make its resources available to serve Company and as further described in the Preliminary Statement and elsewhere herein; and (3) regardless of whether Company seeks to terminate this Agreement prior to consultant's delivery of any services hereunder. To avoid any uncertainty, Company agrees that Consultant is not required to deliver any services until the first allocation of Company's common stock is remitted in accordance with Section 4(a) above. Company further agrees that Consultant's right to withhold Services until payment under Section 4(a) will not be deemed a breach or violation of this Agreement. Nor will such conduct relieve Company from satisfying its obligations under Section 4(a) and (b). If Company takes any action to terminate this Agreement or to recover any consideration paid or delivered by Company to Consultant other than by reason of Consultant's gross negligence or willful misconduct, Consultant shall be entitled to all available

equitable remedies, consequential and incidental damages and reasonable attorneys' fees and costs incurred as a result thereof, regardless of whether suit is filed and regardless of whether Company or Consultant prevails in any such suit.

**5. Expense Reimbursement:** Consultant agrees that it will supply all instrumentalities, tools, implements, appliances, and other materials needed for the performance of Services and will bear all routine business and operational expenses incurred to perform such Services. The Company will reimburse Consultant for all pre-approved out-of-pocket expenses, so long as such expenses are pre-approved and documented and incurred in performing the Services. The Company shall reimburse Consultant for the following reasonable travel expenses incurred by Consultant directly in the performance of Services for the Company: transportation expenses, including air fare, rental cars, gas, and taxi fare, hotel expenses, meals, and dry-cleaning expenses for trips longer than three (3) days. Company shall pay the amounts due to Consultant upon receipt of an invoice, which shall be sent to Company by Consultant. Company shall pay the amount of such invoice to Consultant within ten (10) days from the date the invoice is received by Company.

**6. Termination.** For the duration of the Period of Performance, this Agreement may be terminated by either party, who may cancel this Agreement in the event the other party violates any material provision of this Agreement and fails to cure such violation within twenty (20) days of written notification of such violation from the other party. Such termination shall not excuse the breach or non-performance by the other party or relieve the breaching party of its obligation incurred prior to the date of termination, including, without limitation, the obligation of Company to pay the nonrefundable consideration described in Section 4, above. Effective as of the date of termination, all compensation previously paid to Consultant has been earned, but Consultant's right to receive further compensation hereunder shall cease (except to the extent, as of the cancellation date, that the Company owes the Consultant consideration).

**7. Representations, Warrants and Covenants.** Company represents, warrants and covenants to Consultant as follows:

- a. Company has the full authority, right, power and legal capacity to enter into this Agreement and to consummate the transactions which are provided for herein. The execution of this Agreement by Company and its delivery to Consultant, and the consummation by it of the transactions which are contemplated herein have been duly approved and authorized by all necessary action by Company's Board of Directors and no further authorization shall be necessary on the part of the Company for the performance and consummation by Company of the transactions which are contemplated by this Agreement.
- b. The business and operations of Company have been and are being conducted in all material respects in accordance with all applicable laws, rules and regulations of all authorities which affect Company or its properties, assets, businesses or prospects. Company further represent that it and its officers, employees and directors are not the subject of any investigation or enforcement, regulatory or court proceeding by any state or federal securities agency or stock exchange. The performance of this Agreement shall not result in any breach of, or constitute a default under, or result in the imposition of any lien or encumbrance upon any property of Company or cause an acceleration under any arrangement, agreement or other instrument to which Company is a party or by which any of its assets are bound. Company has performed in all respects all its obligations which are, as of the date of this Agreement, required to be performed by it pursuant to the terms of any such agreement, contract or commitment.

**8. Notices.** All notices, consents, changes of address and other communications required or permitted to be made under the terms of this Agreement shall be in writing and shall be (i) personally delivered by an agent of the relevant party, or (ii) transmitted by postage prepaid, certified or registered mail, or (iii) email or facsimile transmission with an original mailed by first class mail, postage prepaid, addressed as follows:

|                       |  |
|-----------------------|--|
| <b>To Company:</b>    | <b>Web Global Holdings, Inc.</b><br>3940 Laurel Canyon Blvd. #160<br>Studio City, CA 91604<br><b>Attn: General Counsel</b>   |
| <b>To Consultant:</b> | <b>David Michael</b><br>5567 Reseda Blvd. Suite #218<br>Tarzana, CA 91356<br>Email: <a href="mailto:davidmichael179@yahoo.com">davidmichael179@yahoo.com</a><br>Attention: David Michael |

or in each case to such other address and facsimile number as shall have last been furnished by like notice. If mailing is impossible due to an absence of postal service, and other methods of sending notice are not otherwise available, notice shall be hand-delivered to the aforesaid addresses. Each mailed notice or communication shall be deemed to have been delivered as of five (5) days after the date of mailing, as the case may be; provided, however, that any notice sent by email or facsimile shall be deemed to have been given as of the date sent by email or facsimile if a copy of such notice is also mailed by first class mail on the date sent by email or facsimile; if the date of mailing is not the same as the date of sending by facsimile, then the date of mailing by first class mail shall be deemed to be the date upon which notice given.

**9. Waiver of Breach.** The waiver by any party of a breach by another party of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the breaching party. No waiver shall be valid unless in writing and signed by the party sought to be bound.

**10. Assignment.** Consultant acknowledges that the services to be rendered by Consultant are unique and personal. Accordingly, Consultant may not assign any of Consultant's rights or delegate any of Consultant's duties or obligations under this Agreement, except to the extent amounts are payable to Consultant hereunder after Consultant's death, in which case those benefits may be assigned by will or the law of descent. The rights and obligations of the Company under this Agreement shall inure to the benefit of and shall be binding upon the Company and its successors and assigns.

**11. Severability.** In the event that any of these provisions shall be held to be invalid or unenforceable, the remaining provisions hereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein. The parties in no way intend to include a provision that contravenes public policy. Therefore, if any provision of this Agreement is unlawful, against public policy, or otherwise declared void or unenforceable, such provision shall be deemed excluded from this Agreement, which shall in all other respects remain in effect.

**12. Entire Agreement, Modification or Amendment.** The parties hereby agree that this Agreement contains the entire agreement and understanding by and between the parties with respect to the subject matter hereof, and no representations, promises, agreements, or understandings, written or oral, relating to the subject matter hereof not contained herein shall be of any force or effect. Consultant agrees that Consultant has actively participated in negotiating the provisions contained in this Agreement, that these provisions have been negotiated in good faith by all parties, and that the terms of this Agreement

should not be construed against either the Company or Consultant. This Agreement may be amended only by written amendment signed by the parties.

**13. Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. Rebuttable proof of execution of this Agreement by any party may be made by presentation of a copy of this Agreement bearing a facsimile or photostatic copy of the signature of the party whose execution is sought to be proved, and such copies shall be as valid as the originals and as admissible as evidence of proof of the execution and terms and provisions hereof as the originals.

**14. Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**15. Jurisdiction.** This Agreement is entered into and is to be performed in the County of Orange in the State of California. Company submits and consents to the exclusive jurisdiction of any causes of action arising directly or indirectly from the Agreement in any federal or state court located in the State of California.

**16. Arbitration.** Any and all disputes arising out of or relating to the interpretation, application, formation, or the termination of this Contract shall, upon the election of either party, be subject to binding and final arbitration in Orange County, California, pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision issued therefrom shall be binding upon the parties and shall be enforceable as a judgment in any court of competent jurisdiction. The prevailing party in such arbitration, court action, or other proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees in such arbitration, court action, or other proceeding which may be determined by the arbitrator, judicial officer, or other officer in such proceeding. If a confirmation proceeding or collection action is required for any payment not made when due, the creditor shall be entitled to collect statutory interest and the cost of collection, including attorney's fees whether or not court action is required for enforcement. The prevailing party in any such proceeding shall also be entitled to reasonable attorneys' fees and costs in connection with any and all appeals of any judgment.

**17. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to California's rules of conflicts of law, and regardless of the place or places of its physical execution and performance.

**18. Independent Contractor Relationship.** The parties hereto intend that an independent contractor-owner relationship will be created by this Agreement. Company is interested only in the result to be achieved, and the conduct and control of the Services will lie solely with Consultant. Consultant is not to be considered an agent or employee of Company for any purpose, and neither Consultant nor his employees are entitled to any of the benefits that Company may provide for its own employees. Payments to consultant hereunder shall not be subject to withholding taxes or other employment taxes as required with respect to compensation paid to an employee. It is understood that Company does not agree to use Consultant exclusively. It is further understood that Consultant is free to contract for similar or other services to be performed for other owners while under this Agreement with Company.

**18. Preliminary Statement.** The Preliminary Statement is incorporated herein by this reference and made a material part of this Agreement.

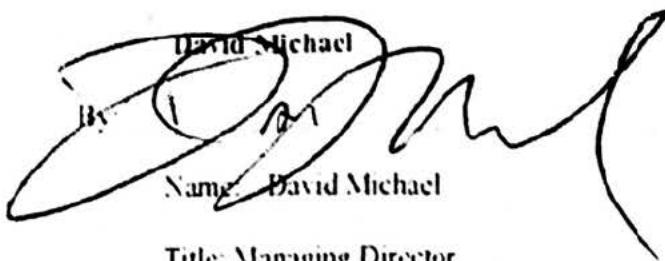
**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date first above-written.

**COMPANY**

Web Global Holdings, Inc.

By   
Name Steve Sloane  
Title CEO

**CONSULTANT**

  
By   
Name David Michael  
Title Managing Director

David Michael wire instructions (below)



# **EXHIBIT B**

## **STRATEGIC ALLIANCE AGREEMENT**

WHEREAS, Heartland Income Properties, LLC, ("Heartland") 7702 E Doubletree Ranch Road, Suite 300, Scottsdale, Arizona 85258 is engaged in a Regulation D Rule 506 (c) Private Placement dated April 30, 2018 for the purpose of raising capital to create a portfolio of commercial real estate, and;

WHEREAS, Heartland seeks to develop a strategy for continued growth and capital formation, and;

WHEREAS, Austin Marketing Group, LLC, ("AMG") 5567 Reseda Blvd, Suite 218, Tarzana, California 91356, is a known and respected enterprise engaged in assisting companies in creating strategic initiatives for growth and capital formation;

Heartland and AMG have entered into this non-exclusive AGREEMENT dated December 5, 2018.

- 1) AMG will use its best efforts to assist Heartland in sourcing equity capital pursuant to its Private Placement.
- 2) Heartland will compensate AMG in the form of a "Finder's Fee" an amount based on AMG's successful efforts in securing equity capital and in providing strategic consultation to Heartland.
- 3) Except as noted below, it is understood that said compensation shall not exceed 30% of the combination of any Finder's Fee and consultation services.
- 4) In addition to the Finder's Fee compensation noted above, upon Heartland securing equity capital through the efforts of AMG exceeding \$1,000,000, AMG shall be entitled to additional compensation in the form of five (5) Units of the above referenced Private Placement. If AMG's efforts result in capital formation in excess of \$1,000,000, they will be compensated with two and one-half (2.5) additional Units for every \$500,000 in equity capital secured.
- 5) This AGREEMENT is subject to cancellation by either party to the AGREEMENT at any time subject to thirty (30) days written notice to the addresses noted above.

# **EXHIBIT C**

# AUSTIN PARTNERS I, LLC

## SUMMARY OF PARTNERSHIP ACTIVITY

**MAXIMUM PARTNERSHIP**

**UNITS OFFERED: 400**

**MINIMUM PARTNERSHIP**

**UNITS OFFERED: 1**

**PRICE PER UNIT: \$10,000**

**MINIMUM INVESTMENT: \$10,000**

## EXECUTIVE SUMMARY

Austin Partners I, a Nevada LLC, was formed to create an investment grade portfolio of high-quality Investments. Austin Marketing Group manages and oversees all activities of the partnership.

Our investment objectives are to maximize the returns to our clients and show them phenomenal returns. We will accomplish this by investing as a group giving us more buying power. This will include stocks, real estate, precious metals, energy - such as oil and gas, and a variety of other investment opportunities.

We do a full investigation and background check on each company we partner with to ensure that they are authentic and secure investments.

We attain a full-time expert licensed broker who monitors daily activity of all stocks, giving a "third eye" on the market's agile movement. This gives our investors peace of mind, knowing that their investments are not only safe in the market, but are also maneuverable between stocks to insure maximum growth and avoid any pitfalls.

We also keep our investors updated on the progress of each stock via email or newsletter informing them of current news and press releases. This gives our investors a full understanding of what they are involved and invested in.

Everyone is always looking for a second pair of eyes to help them navigate through the volatile movement of the market. We are extremely confident that we not only provide a "Safe Harbor" for our investor's money but will continue to ultimately strive for their financial freedom.

We are always there for our clients, not just now, but in the future. And, for their friends and family as well. The only way that is achieved, is by being successful with the companies that we carefully select.

We will send you information on the current companies we have partnered with. We've already spent a considerable amount of time and energy ensuring that these are great investment for our clients.

Please remember Austin Partners I motto – "Helping our clients not only achieve magnificent financial gains, but more importantly, achieving financial freedom in a world where NOTHING is free! WE TREAT YOUR MONEY LIKE IT'S OUR OWN!"

We look forward to working with you, not only now, but for many years to come.

Thank you.

Steve Scott      David Michael  
CEO                CEO



March 14, 2019

Mr. Steve Scott  
Austin Marketing Group, LLC  
5567 Reseda Blvd, Suite 218  
Tarzana, CA 91356

Re: Austin Partners Fund I, LLC

Dear Mr. Scott,

On behalf of the Managers of Heartland Income Properties, LLC, I wish to thank you for the participation of Heartland as an approved investment of Austin Partners Fund I.

We look forward to providing your investors with competitive risk-adjusted returns through their investment in Austin Partners Fund I.

Best Regards,

A handwritten signature in black ink that reads "Bill Deegan".

Bill Deegan  
Chief Executive Officer



May 14, 2019

Heartland Income Properties, LLC continues to make progress as we advance our capital raising efforts and the identification of property acquisition candidates.

As part of our capital raising efforts, we are pleased to announce that we have secured a relationship with Austin Partners I, LLC, a California based private equity group. Austin has established an equity position with the company and has committed to increasing its position in the weeks and months ahead. In addition to the Partners fund itself, Austin's managers are presenting the Heartland opportunity directly to their clients. This demonstrates their commitment to our company. We value this relationship as we do our relationship with all our investors.

We have many properties under consideration for acquisition and expect to close shortly on a Scooter's Coffee ground lease in Clear Lake, Iowa. We are under contract to acquire this property which includes a Scooter's Coffee corporate guarantee. Scooter's Coffee is a growing chain of drive-up coffee shops that recently received a large capital infusion from an investment group. They expect to grow to more than 1,000 units from their current roster of approximately 200 stores.

We have several properties under Letters of Intent which we expect to move to contract status and due diligence soon. These include a Dollar General in Kansas and a Safelite Auto Glass in Nebraska. Both properties feature corporate guarantees. We are also currently reviewing a Sonic restaurant in Texas that has very favorable metrics.

As you know, our underwriting standards are strict. Although there are literally thousands of properties available in our target geographic area, finding the few that meet our standards and price points take considerable due diligence on our part.

We are also pleased to announce that we expect to pay our first dividend to investors as early as September of this year. As soon as the amount of the dividend is finalized, we will let you know. We fully expect that as more properties are added to the portfolio the quarterly dividend will increase over time.

On behalf of Heartland's management team, thank you for your participation as an investor.

Please call me if you have any questions.

Best Regards,

A handwritten signature in black ink that reads "Bill Deegan".

Bill Deegan

CEO



## Investing in Single-Tenant Triple Net Leases?

**Consider these 6 questions before you make your investment.**

Many real estate investors are attracted to single-tenant commercial buildings occupied under triple net leases in which the tenant pays for some or all the costs of operating the building, including real estate taxes, insurance, utilities, maintenance and capital improvements. Although simple in concept and a very attractive investment, triple net lease properties can have pitfalls, so investors must do proper due diligence.

Here are several questions investors must answer as they consider any deal:

- What are my objectives?
- Where is the location of the investment?
- What type of triple net lease is acceptable to me?
- What are the criteria for the tenant?
- What type of building use is acceptable to me?
- Why is the seller selling the property?

### Objectives

It is crucial to define your investment objectives. Your objectives may change as you receive more information and data about geographical areas, types of investment, lease terms and returns on investment. For example, one investor who focuses on currently occupied single-tenant Midwest properties defines his acquisition objectives according to the following criteria. Each acquisition must have:

- Occupation by strong regional or national tenants.
- An acceptable triple net lease.
- A positive cash flow.
- E-commerce-resistant retail businesses such as convenience stores, dollar stores and fast food restaurants.
- At least five years remaining on the lease.

## Location

Location, location, location. That's the age-old adage of real estate investment. Determining a good location for your investment is crucial.

For an investor seeking a high-density population area, the investment may be much more expensive. But, the rewards of rapid growth are often worth the high cost of the investment. Remember, too, that a downturn in the economy will have the most significant impact on these areas, ushering in rapidly decreasing values.

In lower density areas, the investment required is much lower and the returns are more stable. That's because these areas do not experience the significant high values of rapidly growing areas, nor the significant lows during economic downturns.

## Types of Triple Net Leases

When analyzing the triple net lease of a potential investment, think of the lease as the investment rather than the building. The two primary questions to ask when reviewing the lease are:

- Is the tenant responsible for all the obligations for the building, including real estate taxes, insurance, utilities, maintenance and capital improvements?
- Does the landlord/investor have any obligations for the building such as capital improvements (e.g., a new HVAC) or structural improvements (e.g., roof or foundation repairs or replacements)?

All triple net leases are not the same. It is imperative that you carefully analyze the lease to understand the risks and returns on your potential investment and determine which type of triple net leases are acceptable to you.

The types of triple net leases include:

### Absolute Triple Net Lease or Bond Lease

This type of lease is the most attractive for an investor because the lease requires the tenant to be responsible for all the fixed and operating expenses for the building, including real estate taxes, insurance, utilities, maintenance and capital improvements.

### Triple Net Lease

The type of lease you may see most is the Triple Net Lease, in which the landlord is responsible for all or some of the capital improvements of the building (e.g., HVAC, roof, foundation and walls).

### Modified Net Lease

In this type of lease, the tenant pays for utilities, insurance and interior maintenance and repairs. The landlord is responsible for all the other obligations such as real estate taxes and capital improvements.

### **Gross Lease**

It is not likely an investor would invest in a building with a gross lease. In a gross lease, the tenant pays only for the rent on the building, and the landlord pays for all the fixed and operating expenses for the building.

Some other issues and risk factors you'll want to consider when analyzing the lease are:

- If there are escalators, are they a flat percentage increase? Or, are they tied to some local or national indicator such as "fair market rent" or a percentage return on capital based upon the value of the building?
- Is the term of the lease near its end?
- What is the perceived risk in the market in which you are investing?

## **Tenant Criteria**

Possibly the most important question an investor must address is the tenant's ability to pay and meet the terms of the lease. The capitalization rate (cap rate) is an indicator of the risk factor. The leases for more creditworthy tenants, such as well-capitalized national tenants, will have a lower cap rate, and less creditworthy tenants will have a higher cap rate.

## **Building Use**

The categories of commercial real estate are:

- Office
- Industrial
- Retail
- Multifamily
- Hotels
- Undeveloped land

As discussed, some types of commercial real estate, such as multifamily and hotels, are management intensive. Retail and industrial are the uses most often acquired by investors.

You must also determine whether the use is a specialized use that may be harder to convert at the end of the term of the lease or in the event the tenant vacates the lease for any reason. Examples of specialized uses are restaurants and medical buildings.

Most retail spaces other than restaurants are standard in design and scope, and a reuse is more easily accomplished. The same is true for industrial use, which will often meet the requirements of any type of industrial user.

In conclusion, it is crucially important to do comprehensive due diligence when considering a real estate investment.



## bill deegan

Bill Deegan has more than 40 years of real estate development, accounting, finance and sales experience. Deegan served as senior vice president of the New York State Urban Development Corporation, a major public authority in New York State with more than \$2 billion in real estate assets, including more than 10,000 rental units. In the private sector, he participated in the development of single-family and resort properties in Central America, was involved in the syndication and distribution of real estate limited partnerships and real estate investment trusts and has consulted with several businesses on the implementation of business strategies designed to enhance shareholder value. Deegan maintained an active license as a certified public accountant for more than 30 years and is a graduate of Pace University in New York.



## About Web Global Holdings

Web Global Holdings, Inc., is a California-Headquartered, publicly traded (OTC: WEBB) incorporated in the state of Colorado. We are a diversified holdings company that creates growth through asset acquisition and development to produce long-term cash flow and favorable returns for stakeholders.

Web Global Holdings has a diverse array of operating subsidiaries specializing in both traditional television production, internet, streaming media along with crypto, blockchain and fin-tech space. Webb is currently building out OTT streaming channels, reality television productions, online videos, and scripted television around the rapidly expanding crypto and blockchain universe. Web Global Holdings' largest operating subsidies are Allocation Media Entertainment and CryptoCake Studios™. For more information on our corporate entities, please click on the logos below.

## About Us

Web Global Holdings, Inc., is a California-Headquartered, publicly traded (OTC: WEBB) incorporated in the state of Colorado. We are a diversified holdings company that creates growth through asset acquisition and development to produce long-term cash flow and favorable returns for stakeholders. Web Global Holdings has a diverse array of operating subsidiaries specializing in both traditional television production, internet, streaming media along with crypto, blockchain and the FinTech space. Webb is currently building out OTT streaming channels, reality television productions, online videos, and scripted television around the rapidly expanding crypto and blockchain universe. Web Global Holdings' largest operating subsidies are Allocation Media Entertainment and CryptoCake™. More information is available [here](#).

Please find our company's SEC filings [here](#).

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## Latest News

### CryptoCorner: CryptoCake™ – A #Blockchain and Fintech News and Entertainment Streaming Channel

December 4, 2018 1:47 am

Point Roberts, WA and Delta, BC – December

### Bitcoin's Market Crash & Rebound

November 30, 2018 2:41 am

by Jacob Wolinsky Recently, the world closely watched what

### Web Global Holdings, Inc. Announces Launch of CryptoCake™ YouTube Channel Currently with 1.9 Million Subscribers

November 14, 2018 6:00 am

STUDIO CITY, Calif., Nov. 14, 2018 (GLOBE NEWSWIRE)

### Web Global Holdings, Inc. Unveils New “CryptoCake” Streaming TV Channel at World Crypto Con 2018 in Las Vegas

October 23, 2018 6:00 am

STUDIO CITY, Calif., Oct. 23, 2018 (GLOBE NEWSWIRE)

## Portfolio Companies



### CryptoCake

CryptoCake™ is developing the world's first-ever streaming 24-hour Crypto TV News Channel named CryptoCake. The channel will be devoted to emerging digital currencies, Blockchain and fintech technology news and information. CryptoCake will first stream on Amazon Fire, Apple TV, GoogleCast, Twitch and Roku players. All of the content for this digital currency TV channel will be produced, distributed, and owned by CryptoCake. CryptoCake plans to move into more traditional satellite and cable TV markets such as DirectTV, Time Warner, Dish and Cox Cable.

CryptoCake also aims to syndicate part of the show lineups to Netflix, Hulu along with other numerous foreign satellite and cable providers. CryptoCake plans to also stream on mobile devices as well as on the [cryptocake.com](http://cryptocake.com) website.



BitGen Mining was founded in 2018 to generate revenues and growth for its parent company Web Global Holdings, Inc. in the cryptocurrency market. Web Global Holdings is in negotiations with associate mining companies for operational partnerships. BitGen Mining will generate profits from ownership of state-of-the-art mining rigs in a secure and insured facility. The sophisticated hardware setup and expert mining management software will allow BitGen to mine the most profitable cryptos of the day.

BitGen Mining's mission is to become the global leader in coin mining, stimulating growth within the cryptocurrency space while advancing our parent company's investment success in this exploding FinTech sector.



Allocation Media Entertainment is a production company that is a subsidiary of a publicly-traded company, Web Global Holdings, Inc. (a Subsidiary of OTC Ticker, WEBB.) AME creates and distributes both scripted and unscripted traditional television programming. We create and own original programming and monetize its distribution via daytime first-run syndication television to numerous broadcast, cable, digital, sports networks and foreign territories around the world.

Our content is also geared for second screen friendly viewing distributed through social media, mobile devices and other video platforms. Additionally, AME also develops piloted scripted and non-scripted television formats and shows targeted to full series orders for broadcast, cable and streaming outlets.



March 15, 2019

Dear Mr. Scott,

Thank you for our recent visit. We are excited to work with AMG in putting together a custom life settlement portfolio for the fund. Our core philosophy of putting our investors first and providing them with an opportunity to achieve high returns fit well with AMG's fund management.

We have developed a network of relationships that afford us broad look at a great deal of life insurance policies, giving us the opportunity to be selective and apply our successful due diligence process.

We look forward to further conversation on Monday and eventual meeting to cover the details and plans of this endeavor.

Sincerely,

A handwritten signature in black ink that reads "Dirk Davis".

Dirk Davis  
Chief Operating Officer  
Life Investors Management Company

*Life Investors Management Company, LLC*

2600 E. Southlake Blvd, Suite 120-375  
Southlake, Texas 76092

P: 817-575-9553  
F: 817-549-2901

Exhibit C Page 35



March 19, 2019

Dear Mr. Scott,

I wanted to go over a few items that highlight Life Investors Management Company, LLC. We believe we are a unique company in this space and offer a great deal to our investors.

- We believe in, and value long-term relationships with our investors and work hard to give them a substantial opportunity to achieve high returns.
- It is not a cliché' for us to tout our investors interest first. We have successfully provided high returns for years. The last three settlements on our books provide an annualized rate of return of: \$500,000 policy – 12.19% (the lowest return to date); \$11,000,000 policy – 54.43%; and \$20,000,000 policy – 83.03%. The policies settled to date have average over 50% annualized return.
- LIMC currently manages 81 policies and over 190 partnership entities. The 190 entities own various interest in the 81 policies. For example, we manage two policies for one insured totaling \$50,000,000. There are 23 partnerships that own various levels of interest in these two policies.
- Each policy account and each partnership entity have their own bank account at Amarillo National Bank. There is no co-mingling of funds. Everything is managed clean and crisp.
- LIMC has extensive relationships with agents, providers, and brokers around the country. Through these relationships, we can procure policies that enables us to bring economic value to the investments. Working with agents that have personal knowledge of the insured is valuable in our due diligence.
- LIMC does extensive due diligence, updated medicals, agent input, premium optimizations, and third-party Life Expectancy evaluations.
- Every policy closing, even ones done via a LS provider, is handled by our attorney who has over 15 years of LS experience. He also assist with all Private Placement Memorandum LS offerings as well as Closed-End LS fund offerings.

LIMC's core management has over 16 years of LS experience. We work hard to provide our clients with the best investment experience possible.

Sincerely,

A handwritten signature in black ink that reads "Dirk Davis".

Dirk Davis  
Chief Operating Officer  
Life Investors Management Company



Re: GRAPEVINE POLICIES OFFERING

One Unit - \$21,095

Total Death Benefit - \$124,762

Dear Investor:

Life Investors Management Company, LLC (LIMC) is pleased to make available an offering of thirty-five (35) units in each of six entities referred to as Grapevine Policies One, LLC through Grapevine Policies Six, LLC, making up a total of two hundred and ten (210) units in the offering.

The cost to the investor for one unit is \$21,095. The death benefit to be received for one unit is \$124,762. The initial capital call of \$5,614 per unit will be due April 1, 2019. Administrative fees of \$343 to LIMC are included in the capital call and the remaining \$5,271 go toward the annual premium payment due on each of the six policies (Cook Policy, LLC, Fine Policy, LLC, Andelman Policy, LLC, Decker Policy, LLC, Fuller Policy, LLC, and Klein Policy, LLC).

The attached package has material referencing each insured, projected cost, and projected investment returns associated with the investment.

The Summary Sheet provides details of each insured, including a brief medical summary. It also reflects a projected internal rate of return (IRR) for each insured policy based on the policy settling on the month of expectancy. There is a projected IRR for the entire investment of 38.10% over seven years supported by an Investment Sheet following the Summary. If each insured lives fifty percent (50%) longer than expected, the projected IRR is 19.43% over a ten-year period. This projection is shown on a subsequent Investment Sheet.

Also included in the attached material is an Investment Sheet representing each of the six policies. This investment sheet shows the estimated premium expense and projected returns for each policy. It represents a pro-rated portion of one unit of the two hundred and ten (210) Grapevine Policies, LLC. In other words, all six of the individual policy Investment Sheets add up to equal one unit of a Grapevine Policies offering.

Sincerely,

A handwritten signature in black ink that reads "Dirk Davis".

Dirk Davis  
Chief Operating Officer  
Life Investors Management Company

# AUSTIN PARTNERS I, LLC

## WEBSITES

### AUSTIN MARKETING AND MEDIA GROUP LLC –

Austinmarketinggroup.net

### COMMERCIAL R.E. –

heartlandincome.com

### CONVERTIBLE NOTE –

Webglobalholdings.com

### INSURANCE –

limcollc.com



[www.nuviewtrust.com](http://www.nuviewtrust.com)

Approved

# AUSTIN MARKETING GROUP, LLC

## SUBSCRIPTION AGREEMENT

Austin Partners I, LLC  
5567 Reseda Blvd.  
Suite 218  
Tarzana, CA 91356

Dear Sir:

You have informed the undersigned (the "Purchaser") that Austin Partners I, LLC, a Nevada company (the "Company") wishes to raise a minimum of One Hundred Thousand Dollars (\$100,000) and a maximum of Two Million, Five Hundred Thousand Dollars (\$2,500,000) from various persons by selling up to 250 Membership Units of ownership, (the "Units"), at a price of Ten Thousand Dollars (\$10,000) per Unit.

I have received, read, and understand the Limited Offering Memorandum dated March 1, 2019 (the "Memorandum"). I further understand that my rights and responsibilities as a Purchaser will be governed by the terms and conditions of this Subscription Agreement, the Memorandum and the Operating Agreement of Austin Partners, LLC.

This Subscription Agreement is one of a number of such subscriptions for Units. By signing this Subscription Agreement, I offer to purchase and subscribe from the Company, the number of Units set forth below on the terms specified herein. The Company reserves the right, in its complete discretion, to reject any subscription offer or to reduce the number of Units allotted to me. If this offer is accepted, the Company will execute a copy of this Subscription Agreement and return it to me. I understand that, commencing on the date of this Memorandum, all funds received by the Company in full payment of subscription for Units, will be deposited in an Investment Holding Account. After the minimum number of Units are sold, all proceeds from the sale of Units will be delivered directly to the Company and be available for its use.

1. Accredited Investor. I am an Accredited Investor because I qualify within one of the following categories:

Please Check the Appropriate Category

\$1,000,000 Net Worth.

A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds \$1,000,000 excluding the value of the primary residence of such natural person.

Purchaser's Initials

\$200,000/\$300,000 Income.

A natural person who had an individual income more than \$200,000 (including contributions to qualified employee benefit plans) or joint income with such person's spouse more than \$300,000 per year in each of the two most recent years and who reasonably expects to attain the same individual or joint levels of income (including such contributions) in the current year.

Director or Officer of Issuer.

Any director or executive officer of the Company

All Equity Owners in Entity Are Accredited.

An entity, (i.e. corporation, partnership, trust, IRA, etc.) in which all the equity owners are Accredited Investors as defined herein.

Corporation.

A corporation not formed for the specific purpose of acquiring the Shares offered, with total assets more than \$5,000,000.

other Accredited Investor.

Any natural person or entity which qualifies as an Accredited Investor pursuant to Rule 501(a) of Regulation D promulgated under the Act; specify basis for qualification:

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2. Representations and Warranties. I represent and warrant to the Company that:

(A) I (i) have adequate means of providing for my current needs and possible contingencies and I have no need for liquidity of my investment in the Units, (ii) can bear the economic risk of losing the entire amount of my investment in Units, and (iii) have such knowledge and experience that I am capable of evaluating the relative risks and merits of this investment; (iv) the purchase of Units is consistent, in both nature and amount, with my overall investment program and financial condition.

(B) The address set forth below is my true and correct residence, and I have no intention of becoming a resident of any other state or jurisdiction.

(C) I have not utilized the services of a "Purchaser Representative" (as defined in Regulation D promulgated under the Securities Act) because I am a sophisticated, experienced investor, capable of determining and understanding the risks and merits of this investment.

---

Purchaser's Initials

(D) I have received and read, and am familiar with the Offering Documents, including the Memorandum, Subscription Agreement, and Operating Agreement of the Company. All documents, records and books pertaining to the Company and the Units requested by me, including all pertinent records of the Company, financial and otherwise, have been made available or delivered to me.

(E) I have had the opportunity to ask questions of and receive answers from the Company's officers and representatives concerning the Company's affairs generally and the terms and conditions of my proposed investment in the Units.

(F) I understand the risks implicit in the business of the Company. Among other things, I understand that there can be no assurance that the Company will be successful in obtaining the funds necessary for its success. If only a fraction of the maximum amount of the Offering is raised, the Company may not be able to expand as rapidly as anticipated, and proceeds from this Offering may not be sufficient for the Company's long-term needs.

(G) Other than as set forth in the Memorandum, no person or entity has made any representation or warranty whatsoever with respect to any matter or thing concerning the Company and this Offering, and I am purchasing the Units based solely upon my own investigation and evaluation.

(H) I understand that no Units have been registered under the Securities Act, nor have they been registered pursuant to the provisions of the securities or other laws of applicable jurisdictions.

(I) The Units for which I subscribe are being acquired solely for my own account, for investment and are not being purchased with a view to or for their resale or distribution. To induce the Company to sell Units to me, the Company will have no obligation to recognize the ownership, beneficial or otherwise, of the Units by anyone but me.

(J) I am aware of the following:

- (i) The Units are a speculative investment which involves a high degree of risk; and
- (ii) My investment in the Units is not readily transferable; it may not be possible for me to liquidate my investment.
- (iii) The financial statements of the Company have merely been compiled and have not been reviewed or audited.
- (iv) There are substantial restrictions on the transferability of the Units registered under the Securities Act; and

---

Purchaser's Initials

(v) No federal or state agency has made any finding or determination as to the fairness of the Units for public investment nor any recommendation or endorsement of the Units;

(K) Except as set forth in the Memorandum, none of the following information has ever been represented, guaranteed, or warranted to me expressly or by implication, by any broker, the Company, or agents or employees of the foregoing, or by any other person:

- (i) The appropriate or exact length of time that I will be required to hold the Units;
- (ii) The percentage of profit and/or amount or type of consideration, profit, or loss to be realized, if any, as a result of an investment in the Units; or
- (iii) That the past performance or experience of the Company, or associates, agents, affiliates, or employees of the Company or any other person, will in any way indicate or predict economic results in connection with the purchase of Units;
- (iv) The amount of dividends or distributions that the Company will make;

(L) I have not distributed the Memorandum to anyone, no other person has used the Memorandum, and I have made no copies of the Memorandum; and

(M) I hereby agree to indemnify and hold harmless the Company, its managers, directors, and representatives from and against any and all liability, damage, cost or expense, including reasonable attorney's fees, incurred because of or arising out of:

- (i) Any inaccuracy in the declarations, representations, and warranties set forth above;
- (ii) The disposition of any of the Units by me which is contrary to the foregoing declarations, representations, and warranties; and
- (iii) Any action, suit or proceeding based upon (1) the claim that said declarations, representations, or warranties were inaccurate or misleading or otherwise cause for obtaining damages or redress from the Company; or (2) the disposition of any of the Units.

(N) By entering into this Subscription Agreement, I acknowledge that the Company is relying on the truth and accuracy of my representations.

The foregoing representation and warranties are true and accurate as of the date hereof, shall be true and accurate as of the date of the delivery of the funds to the Company and shall survive such delivery. If, in any respect, such representations and warranties are not true and accurate prior to delivery of the funds, I will give written notice of the fact to the Company, specifying which representations and warranties are not true and accurate and the reasons therefor.

---

Purchaser's Initials

3. Transferability. I understand that I may sell or otherwise transfer my Units only if registered under the Securities Act or I provide the Company with an opinion of counsel acceptable to the Company to the effect that such sale or other transfer may be made in absence of registration under the Securities Act. I have no right to cause the Company to register the Units. Any certificates or other documents representing my Units will contain a restrictive legend reflecting this restriction and stop transfer instructions will apply to my Units.

4. Indemnification. I understand the meaning and legal consequences of the representations and warranties contained in Paragraph 2 hereof, and I will indemnify and hold harmless the Company, its officers, directors, and representatives involved in the offer or sale of the Units to me, as well as each of the managers and representatives, employees and agents and other controlling persons of each of them, from and against any and all loss, damage or liability due to or arising out of a breach of any representation or warranty of mine contained in this Subscription Agreement.

5. Revocation. I will not cancel, terminate or revoke this Subscription Agreement or any agreement made by me hereunder and this Subscription Agreement shall survive my death or disability.

6. Termination of Agreement. If this subscription is rejected by the Company, then this Subscription Agreement shall be null and void and of no further force and effect, no party shall have any rights against any other party hereunder, and the Company shall promptly return to me the funds delivered with this Subscription Agreement.

7. Miscellaneous.

(a) This Subscription Agreement shall be governed by and construed in accordance with the substantive law of the State of Wyoming.

(b) This Subscription Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only in writing and executed by all parties.

(c) By Purchasing the Units in Heartland Income Properties, LLC I hereby agree to the terms and provisions of the Operating Agreement of the LLC – as included in this Memorandum as Exhibit

I have hereby read and understand the Operating Agreement and understand how an LLC functions as a corporate entity.

Purchaser's Initials

8. Ownership Information. Please print here the total number of Units to be purchased, and the exact name(s) in which the Units will be registered.

Total Units: \_\_\_\_\_

Name(s): \_\_\_\_\_

Single Person

Husband and Wife, as community property

Joint Tenants (with right of survivorship)

Tenants in Common

A Married Person as separate property

Corporation or other organization

Purchaser's Initials

A Partnership

Trust

IRA

Tax-Qualified Retirement Plan

(i) Trustee(s)/ Custodian \_\_\_\_\_

(ii) Trust Date \_\_\_\_\_

(iii) Name of Trust \_\_\_\_\_

(iv) For the Benefit of \_\_\_\_\_

Other: \_\_\_\_\_

(please explain)

**Residence Address:**

**Street Address**

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

Mailing Address: (Complete only if different from residence)

**Street Address (If P.O. Box, include address for surface delivery if different than residence)**

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

Email

Occupation: \_\_\_\_\_

(1) Business Address: \_\_\_\_\_

(2) Business Telephone Number: (        )

#### Phone Numbers

Home: (        )

Mobile: (\_\_\_\_\_) \_\_\_\_\_

Facsimile: (        ) \_\_\_\_\_

Date of Birth:

Citizenship: \_\_\_\_\_

Social Security or Tax I.D. #: \_\_\_\_\_

Purchaser's Initials

Prospective Investor's Representations

The information contained in this Questionnaire is true and complete, and the undersigned understands that the Company and its counsel will rely on such information for the purpose of complying with all applicable securities laws as discussed above. The undersigned agrees to notify the Company promptly of any change in the foregoing information which may occur prior to any purchase by the undersigned of securities from the Company.

Date and Signatures. Dated \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signatures \_\_\_\_\_ Purchaser Name (Print) \_\_\_\_\_

\_\_\_\_\_  
Signatures \_\_\_\_\_ Purchaser Name (Print) \_\_\_\_\_

(Each co-owner or joint owner must sign - Names must be signed exactly as listed under "Purchaser Name")

ACCEPTED:

**AUSTIN PARTNERS I, LLC**

By: \_\_\_\_\_ Dated: \_\_\_\_\_, 20\_\_\_\_\_

**Steve Scott**  
CEO

By: \_\_\_\_\_ Dated: \_\_\_\_\_, 20\_\_\_\_\_

**David Michael**  
CEO

# AUSTIN PARTNERS I, LLC

## WIRING AND BANKING INSTRUCTIONS

### CHECK MADE PAYABLE TO -

AUSTIN PARTNERS I, LLC  
5567 Reseda Blvd.  
Suite 218  
Tarzana, CA 91356

---

### WIRING INSTRUCTIONS -

BANK --

COMPANY --

BANK ROUTING NO. --

ACCOUNT NO. --

SWIFT CODE --

[REDACTED]  
AUSTIN PARTNERS I, LLC

[REDACTED]

[REDACTED]

[REDACTED]

# **EXHIBIT D**

# AUSTIN PARTNERS I, LLC

January 9, 2020

[REDACTED]  
[REDACTED]  
[REDACTED], IL [REDACTED]

Dear [REDACTED]:

Once again, we would like to welcome you aboard to our family of investors.

You will find, enclosed with this letter, your Austin Partners I, LLC signed Subscription Agreement and your Certificate of Ownership both in the amount of 1.5 Units (\$15,000) reflecting your initial investment of 1 Unit (\$10,000) and our additional gift of .5 Units (\$5,000) equaling a total of 1.5 Units (\$15,000.)

We sincerely appreciate your business, trust, and vote of confidence.

We look forward to showing you magnificent financial gains, and building a prosperous relationship for many years to come.

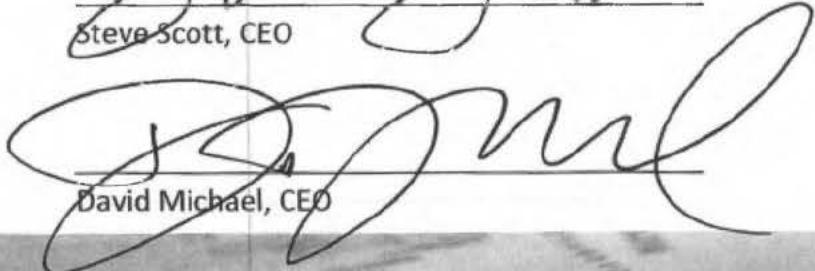
Please feel free to reach out to us at any time if you have ANY questions or concerns -- 323-310-8222.

Once again, wishing you the happiest of Holidays and a very happy, healthy, and prosperous 2020.

We thank you and look forward to speaking with you soon.

Sincerely,

  
Steve Scott, CEO

  
David Michael, CEO

# AUSTIN PARTNERS I, LLC

December 30, 2019

[REDACTED]  
[REDACTED]  
[REDACTED], IL [REDACTED]

*see attached info*

Dear [REDACTED]:

We here at Austin Marketing Group, LLC, would like to welcome you aboard to our family of investors.

We sincerely appreciate your business, trust, and vote of confidence.

We would like you to know that we take your investments and portfolio growth extremely seriously, and look forward to showing you magnificent financial gains, and building a prosperous relationship for many years to come.

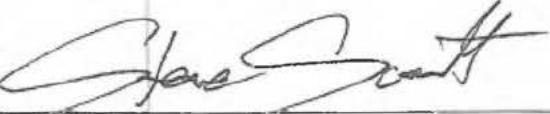
As stated in your conversation with our Account Specialist, Erik Jones, today, December 30, 2019, we are pleased to provide you with another half unit - \$5,000 (.5 Units) as a gift from Austin Partners I which, combined with your initial investment of \$10,000 (1 Unit) increases your total investment to -- \$15,000 (1.5 Units.)

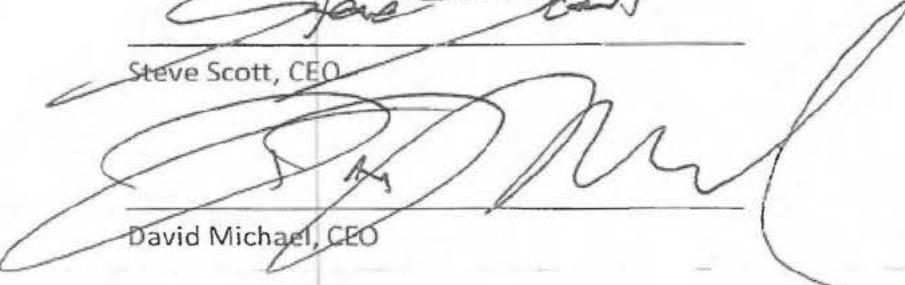
Please feel free to reach out to us at any time if you have ANY questions or concerns.

Wishing you the happiest of Holidays and a very happy, healthy, and prosperous 2020.

We thank you again and look forward to speaking with you soon.

Sincerely,

  
Steve Scott, CEO

  
David Michael, CEO

# AUSTIN PARTNERS I, LLC

December 30, 2019

[REDACTED]  
[REDACTED]  
[REDACTED], IL [REDACTED]

Reference: INVESTMENT – AUSTIN PARTNERS I, LLC –1.5 UNITS -- \$15,000

Dear Mr. [REDACTED] –

Let this document serve as a written agreement to Mr. [REDACTED], that, over the course of our agreement (24 months), Austin Partners I, LLC will grant and disburse dividends to you equaling 2-3% paid quarterly of your initial investment of \$10,000 (1 Unit) plus an extra half unit \$5,000 (.5 Units) gifted from Austin Partners I equaling – \$15,000 total investment (1.5 Units.)

At the conclusion of the initial 24-month anniversary date of this written agreement, Mr. [REDACTED] may, if he so chooses, request and receive, a complete refund of his entire investment (or any part thereof.)

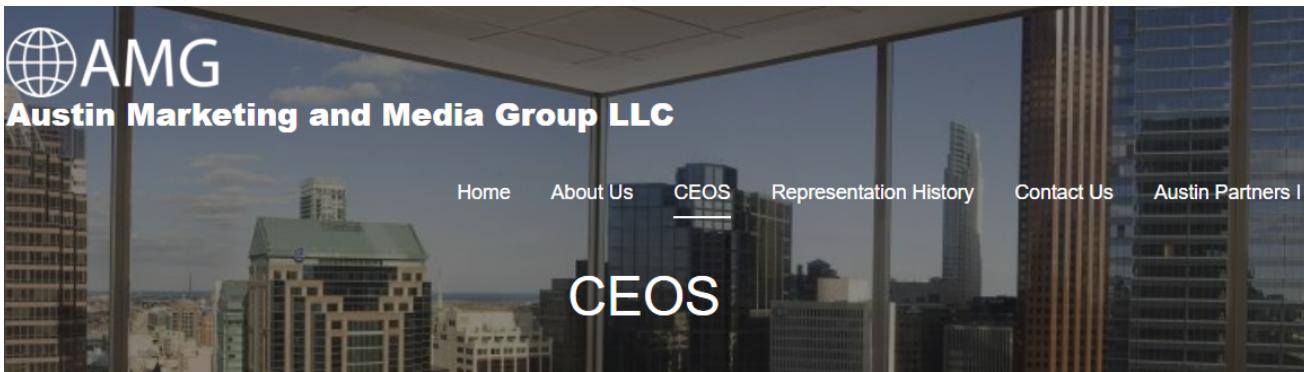
Agreed to this 30th day of December, 2019 –

AUSTIN PARTNERS I, LLC

David Michael  
CEO

Steve Scott  
CEO

# **EXHIBIT E**



## Meet the Team

### Steve Scott

CEO

Steve's extensive background in the Market has over 40 years experience in the business, responsible for launching companies such as "Cellular One" and "Papa John's Pizza" and helping them reach the level of success that catapulted them into the companies they are today! Steve is responsible for building 250 oil wells in the oil and gas industry! Steve prides himself on the personal relationships he develops with his clients that travels FAR beyond their financial needs, but treats them as family! This template is the reason why he has been extremely successful for the last 40 years and he still uses that exact same method today!

In a brutal dog eat dog industry that is designed for the company to make the majority of the gains, Steve is one of the few with old school morals and beliefs that the art of conversing is lost and in order for the client to feel important, and establish trust, there has to be continuous Communication and one on one personal attention to the clients needs and goals! Steve will not only achieve your financial goals but will restore the loss of faith in people you trust your money with!

### David Michael

CEO

David's Background is extremely substantial, over the last 22 years he has overseen a number of Financial Firms, with growths from \$1 Million to \$22.5 Million in Annual Revenue, and Averaging a 300 to 1000% returns for 76% of his clients. David prides himself on keeping his word to his clients, his integrity and loyalty, and has established a certain level of trust that far supersedes any financial relationships out there today!

David works extremely hard to insure that his clients not only make substantial returns but feel financially safe in a world where trust is so few and far between, and when it comes to your families financial future, he understands that it's extremely hard and stressful to make a continuous healthy living, but even more stressful fearing the loss of all your hard work. David makes it his goal to not only make great returns for his clients, but give them financial freedom and peace of mind which is more valuable than anything!



**Alliance Management Group LLC**

[Home](#)

[About Us](#)

[CEOS](#)

[Contact Us](#)

## CEOS

### Meet the Team

#### **Steve Scott**

**CEO**

Steve's extensive background in the Market has over 40 years experience in the business, responsible for launching companies such as "Cellular One" and "Papa John's Pizza" and helping them reach the level of success that catapulted them into the companies they are today! Steve is responsible for building 250 oil wells in the oil and gas industry! Steve prides himself on the personal relationships he develops with his clients that travels FAR beyond their financial needs, but treats them as family! This template is the reason why he has been extremely successful for the last 40 years and he still uses that exact same method today!

In a brutal dog eat dog industry that is designed for the company to make the majority of the gains, Steve is one of the few with old school morals and beliefs that the art of conversing is lost and in order for the client to feel important, and establish trust, there has to be continuous Communication and one on one personal attention to the clients needs and goals! Steve will not only achieve your financial goals but will restore the loss of faith in people you trust your money with!

#### **David Michael**

**CEO**

David's Background is extremely substantial, over the last 22 years he has overseen a number of Financial Firms, with growths from \$1 Million to \$22.5 Million in Annual Revenue, and Averaging a 300 to 1000% returns for 76% of his clients. David prides himself on keeping his word to his clients, his integrity and loyalty, and has established a certain level of trust that far supersedes any financial relationships out there today!

David works extremely hard to insure that his clients not only make substantial returns but feel financially safe in a world where trust is so few and far between, and when it comes to your families financial future, he understands that it's extremely hard and stressful to make a continuous healthy living, but even more stressful fearing the loss of all your hard work. David makes it his goal to not only make great returns for his clients, but give them financial freedom and peace of mind which is more valuable than anything!

# Complaints and Other Initiating Documents

[2:21-cv-01065 Securities and Exchange Commission v. Moleski et al](#)

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

## Notice of Electronic Filing

The following transaction was entered by Longo, Amy on 2/5/2021 at 11:20 AM PST and filed on 2/5/2021

**Case Name:** Securities and Exchange Commission v. Moleski et al

**Case Number:** [2:21-cv-01065](#)

**Filer:** Securities and Exchange Commission

**Document Number:** [1](#)

**Docket Text:**

**COMPLAINT No Fee Required - US Government, filed by Plaintiff Securities and Exchange Commission. (Attachments: # (1) Exhibit A, # (2) Exhibit B, # (3) Exhibit C, # (4) Exhibit D, # (5) Exhibit E) (Attorney Amy J. Longo added to party Securities and Exchange Commission(pty:pla))(Longo, Amy)**

**2:21-cv-01065 Notice has been electronically mailed to:**

Amy J. Longo longoa@sec.gov, irwinma@sec.gov, kassabguir@sec.gov, LAROFiling@sec.gov

**2:21-cv-01065 Notice has been delivered by First Class U. S. Mail or by other means BY THE FILER to :**

The following document(s) are associated with this transaction:

**Document description:** Main Document

**Original filename:** F:\marcelom\Moleski\Complaint.pdf

**Electronic document Stamp:**

[STAMP cacdStamp\_ID=1020290914 [Date=2/5/2021] [FileNumber=31354040-0]  
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**Document description:** Exhibit A

**Original filename:** F:\marcelom\Moleski\Exhibit A David Michael Consulting Producer Agreement (SEC-WBM-E-0000001) Redacted.pdf

**Electronic document Stamp:**

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**Document description:** Exhibit B

**Original filename:** F:\marcelom\Moleski\Exhibit B Strategic Alliance Agreement (SEC-HEARTLAND-E-0003112).pdf

**Electronic document Stamp:**

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**Document description:**Exhibit C

**Original filename:**F:\marcelom\Moleski\Exhibit C API Offering Doc (SEC-HurstV-E-0000003)

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CMECF.widgit.ProcessingWindowDestroy() G>Document description:Exhibit D

**Original filename:**F:\marcelom\Moleski\Exhibit D Welcome Aboard (SEC-SchulzS-E-0000001)

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**Document description:**Exhibit E

**Original filename:**F:\marcelom\Moleski\Exhibit E Images from Websites.pdf

**Electronic document Stamp:**

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