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14 KRISTA L. FREITAG

15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**
17 **WESTERN DIVISION**

18 SECURITIES AND EXCHANGE
19 COMMISSION,

20 Plaintiff,

21 v.

22 WORLD CAPITAL MARKET INC.;
23 WCM777 INC.; WCM777 LTD. d/b/a
24 WCM777 ENTERPRISES, INC.; and
25 MING XU a/k/a PHIL MING XU,

26 Defendants,

27 KINGDOM CAPITAL MARKET, LLC;
28 MANNA HOLDING GROUP, LLC;
MANNA SOURCE INTERNATIONAL,
INC.; WCM RESOURCES, INC.;
AEON OPERATING, INC.; PMX
JEWELS, LTD.; TOPACIFIC INC.;
TO PACIFIC INC.; VINCENT J.
MESSINA; and INTERNATIONAL
MARKET VENTURES,

Relief Defendants.

Case No. CV-14-2334-JFW-MRW

**DECLARATION OF KRISTA L.
FREITAG IN SUPPORT OF
MOTION FOR APPROVAL OF
NOTE AMENDMENT AGREEMENT
WITH MYCOTECHNOLOGY, INC.**

Date: June 15, 2015
Time: 1:30 p.m.
Ctrm: 16
Judge: Hon. John F. Walter

DECLARATION OF KRISTA L. FREITAG

I, Krista L. Freitag, declare as follows:

1. I am the permanent receiver for Defendants World Capital Market Inc.; WCM777 Inc.; WCM777 Ltd. d/b/a WCM777 Enterprises, Inc.; and Relief Defendants Kingdom Capital Market, LLC; Manna Holding Group, LLC; Manna Source International, Inc.; WCM Resources, Inc.; ToPacific Inc.; To Pacific Inc.; and their subsidiaries and affiliates (collectively, "Receivership Entities").

2. This declaration is made in support of my Motion for Approval of Note Amendment Agreement with MycoTechnology, Inc. ("Motion") which seeks this Court's approval of the amendment of certain promissory notes issued by MycoTechnology, Inc. ("Myco"). I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify to such facts under oath.

3. Upon my appointment on March 27, 2013, I moved to investigate and secure the assets of the Receivership Entities. Through my investigation, I recovered records, including three promissory notes, which shows that on or around February 11, 2014, Relief Defendant Kingdom Capital Market, LLC ("KCM") purchased three convertible promissory notes from Myco pursuant to a Note Purchase Agreement. KCM paid \$1,050,000 in exchange for the promissory notes, which have face values of \$750,000, \$250,000, and \$50,000 (or \$1,050,000 combined) ("Notes"). The Notes may be converted to common stock of Myco at the option of KCM. On March 3, 2014, another Receivership Entity, Manna Source International, Inc., pre-paid Myco via wire transfer \$107,250 for "myceliated" coffee beans, which Myco continues to hold in storage.

4. Based on my review of Myco's company records and discussions with key company personnel, I understand that Myco is a food technology company that uses myceliation, a patent-pending mushroom fermentation process to improve taste, value and health, in various agricultural products – from chocolate and tea to stevia and grains – and includes a patented process for the myceliation of coffee.

1 Myco is a small company, which although is generating revenues, has never
2 generated a profit. Its primary source of funding thus far has been the \$1,050,000
3 from KCM.

4 5. As holder of the Notes, KCM is entitled to a seat on Myco's board of
5 directors. After my appointment, I assumed the seat on Myco's board and have
6 since attended aboard meeting, had discussions with key company personnel, and
7 reviewed weekly status updates and the company's financial records. Based on
8 these meetings, discussions, and review of records, I learned Myco does not have
9 the cash or revenues to pay off the Notes and needs additional capital soon to
10 maintain a going concern operation.¹ In particular, Myco has never generated any
11 significant revenues and has very limited cash remaining. If Myco is unable to raise
12 cash promptly, it will run out of cash and be forced to cease operations.
13 Consequently, the value of the receivership estate's investment would be
14 significantly impacted.

15 6. In anticipation of these issues, I understand Myco has been working to
16 raise capital. In December 2014, Myco approached me with a proposal to pay off
17 the Notes at a discount. Myco explained that it could not obtain financing from
18 other sources without modifying its existing debt to KCM. Myco provided
19 numerous financial reports at my request. I then negotiated terms of a modification
20 of the Notes with Myco. On April 20, 2015, Myco and I signed a non-binding letter
21 of intent ("LOI") and began preparing a definitive agreement. On May 4, 2015,
22 Myco and I entered into a Note Amendment Agreement and Amended and Restated
23 Promissory Note ("Agreement"), subject to Court approval. A true and correct copy
24 of the Agreement is attached hereto as Exhibit A.

25 7. The basic terms of the Agreement are as follows:²
26

27 ¹ I also learned there is no ready market to sell the coffee beans.
28 ² The summary of terms herein are provided for convenience only. In the event of
any conflict between the terms of the Amendment Agreement and the summary
provided herein, the Amendment Agreement governs and controls.

1 • The outstanding Notes, with a combined face value of \$1,050,000, will
2 be surrendered to Myco in exchange for the Amended Note, which will result in the
3 forgiveness of all accrued interest and \$300,000 in outstanding principal.

4 • KCM and its affiliates will release Myco from any and all obligations
5 relating to the Notes and with respect to the pre-paid purchase order for coffee beans
6 totaling \$107,250, but excluding any claims arising from the Agreement or the
7 Amended Note.

8 • I will relinquish my position as a member of Myco's board of directors.
9 However, for as long as the Amended Note is outstanding, I will continue to receive
10 all reports and written communications that members of the board receive and will
11 hold such reports and communications in confidence.

12 • The Amended Note will evidence a reduced repayment obligation in
13 the total amount of \$750,000, due and payable to KCM in tranches within five (5)
14 days of Myco obtaining specified levels of debt or equity financing. The payment
15 tranches and financing levels are as follows:

<u>Financing Obtained:</u>	<u>Incremental Amount Due:</u>
\$2,000,000	\$175,000
\$3,000,000	\$75,000
\$6,000,000	\$250,000
\$10,000,000	\$250,000
Total:	\$750,000

22 The financing levels are cumulative and run from the date of the LOI
23 (April 20, 2015). I am informed Myco has already raised \$135,000 since the LOI,
24 plans to close on another \$300,000 in financing in May 2015, has secured a term
25 sheet for Series A Preferred Stock financing, and plans to close on another
26 \$6,000,000 in financing in June 2015.

27 8. Based on my attendance at a Myco board meeting, discussions with key
28 company personnel, and review of financial statements provided by Myco, I believe

1 Myco needs additional capital immediately to support its ongoing operations. In
2 order to do so, Myco has explained it needs to significantly reduce its outstanding
3 debt obligations to KCM—which is understandable given that new investors would
4 want to make sure the funding they provide is used primarily for Myco's operations
5 and not to pay off existing debt. Accordingly, I believe Myco will be unable to raise
6 the amount of capital needed if the amount owed to KCM is not significantly
7 reduced. If Myco is unable to raise capital, the receivership estate will likely
8 recover nothing on the Notes as Myco will likely be forced to cease operations.

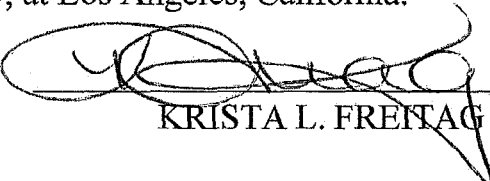
9 9. I believe the Agreement provides the best chance for a significant and
10 timely recovery for the receivership estate. Myco should be able to raise necessary
11 capital to fund its operations and thus the receivership estate stands to recover up to
12 \$750,000 in specified tranches if and when the capital raising benchmarks in the
13 Amended Note are reached. Therefore, I respectfully request the Court grant the
14 Motion and approve the Agreement.

15

16 I declare under penalty of perjury under the laws of the State of California
17 that the foregoing is true and correct.

18 Executed this 15th day of May, 2015, at Los Angeles, California.

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KRISTA L. FREITAG

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EXHIBIT A

NOTE AMENDMENT AGREEMENT

This Note Amendment Agreement (this "**Agreement**"), effective as of April 30, 2015, is made by and between MycoTechnology, Inc., a Delaware corporation (the "**Company**"), and Krista Freitag, solely in her capacity as the court-appointed federal equity receiver over Kingdom Capital Market, LLC, pursuant to orders of the United States District Court, Central District of California in Case No. 14-cv-2334-JFW (MRWx) (the "**Receiver**").

RECITALS

WHEREAS, the Company issued three convertible promissory notes for an aggregate amount of \$1,050,000 (the "**Notes**") to Kingdom Capital Market LLC, a Delaware limited liability company ("**KCM**") pursuant to that certain Note Purchase Agreement dated February 10, 2014 (the "**Note Purchase Agreement**");

WHEREAS, the Receiver has been appointed as the permanent, federal equity receiver for KCM and affiliated entities by the United States District Court, Central District of California ("**Court**");

WHEREAS, after discussions between the Company and the Receiver, the parties have agreed upon certain revised terms for the repayment of the Notes, subject to the approval of the Court; and

NOW, THEREFORE, in consideration of the covenants and undertakings contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Company and the Receiver hereby agree as follows:

1. Amendment of Notes. Promptly upon execution of this Agreement, the Receiver shall prepare a motion and apply to the Court for, and use its best efforts to obtain Court approval of this Agreement and the transactions contemplated hereby. The Receiver, on behalf of KCM, its affiliates (including without limitation Manna Source International, Inc.) and its predecessors and successors-in-interest (collectively, "**Related Parties**"), and the Company hereby agree and acknowledge, that upon receipt of such approval from the Court and subject to such Court approval:

- a) the Notes will be promptly and irrevocably surrendered to the Company in exchange for an Amended and Restated Promissory Note in the form attached hereto as Exhibit A (the "**Replacement Note**"), which will result in the forgiveness of all accrued interest and \$300,000 in outstanding principal; and
- b) effective upon delivery by the Company of the Replacement Note, all rights, claims and actions that the Receiver, KCM or the Related Parties may now have or may have at any time against the Company, its directors, affiliates and successors in interest relating to the Notes (but not the Replacement Note) are relinquished.

2. Representations and Warranties of Receiver. The Receiver represents and warrants

that, (i) subject to obtaining the Court approval described in Section 1 above, she has the full power and authority to enter into this Agreement, and this Agreement when executed by the Receiver and approved by the Court shall constitute a valid and binding obligation of KCM enforceable in accordance with its terms, and (ii) as of the date hereof, KCM has good and marketable title to, and is the sole record and beneficial owner of the Notes, free and clear of any pledge, lien, security interest, encumbrance, claim equitable interest, charge, adverse claim, contractual rights or restrictions.

3. Representations and Warranties of the Company. The Company represents and warrants that, (i) it has the full power and authority to enter into this Agreement, and this Agreement when executed by the Company shall constitute a valid and binding obligation of the Company enforceable in accordance with its terms, (ii) a copy of its unaudited balance sheet dated as of April 17, 2015 has been delivered to the Receiver and fairly reflects the financial position of the Company in all material respects as of such date, (iii) a copy of its unaudited profit and loss statement dated April 16, 2015 has been delivered to the Receiver and fairly reflects the operations of the Company in all material respects as of such date, and (iv) excepting for approximately \$555,000 raised by the Company as part of its currently active bridge financing round, no amounts have been raised through any debt or equity financings (excluding vendor financings related to specific purchases of equipment and customer financings related to specific customer projects) since April 17, 2015.

4. Indemnification. Each of the Company and Receiver shall indemnify, defend and hold harmless the other party and its respective officers, directors, employees, agents, consultants, representatives and stockholders, from and against any and all damages, losses, costs, penalties, liabilities and expenses (including reasonable attorneys' fees, other professionals' and experts' fees, costs of investigation and court costs), arising from claims, demands, assertions of liability, assessments, taxes, or actual or threatened actions directly or indirectly arising out of, resulting from or in connection with any failure or breach of any representation or warranty made by such party in this Agreement to be true and correct as of the date of this Agreement.

5. Release. In exchange for the Company's execution of this Agreement, the Receiver, on behalf of KCM and the Related Parties, hereby releases (and covenants not to sue) the Company, each of its affiliates, successors and assigns, stockholders, directors, officers, members, agents, employees, attorneys, consultants, and professional advisors (such persons, collectively, the "**Released Parties**") from any and all obligations, demands, actions, causes of action, suits, counterclaims, set-offs, defenses, controversies, acts and omissions, liabilities, and other claims in connection with the Notes, the Note Purchase Agreement, and otherwise, both in law and in equity, known or unknown, suspected or unsuspected, which the Receiver or KCM, or any of its affiliates, has or ever had against the Released Parties (including without limitation any and all obligations of the Company with respect to a partially pre-paid purchase order for the Company's products placed by Manna Source International, Inc.), but excluding any claims arising pursuant to this Agreement and the Replacement Note. As to the claims released above, the Receiver acknowledges and agrees that it is aware of, has had the opportunity to seek legal counsel and is familiar with the provisions of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR

DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

With full awareness and understanding of this provision, the Receiver, on behalf of herself, KCM and its affiliates, hereby waives all rights that this provision or any comparable provision under any other jurisdiction may give to such party as well as under any other statute or common law principles of similar effect. The Receiver intends the releases set forth in this Agreement to apply fully to claims that it does not presently know or suspect to exist at this time. The releases herein shall be construed broadly as general releases.

6. Relinquishment of Board Seat. Effective upon the issuance by the Company of the Replacement Note to the Receiver: (a) the Note Purchase Agreement shall be deemed to be amended, without any further action by the parties, to delete Section 5.11 in its entirety; and (b) the Receiver shall resign from her position as a director of the Company. However, so long as the Replacement Note remains outstanding, the Company shall continue to provide all reports and written communications to the Receiver that members of the board receive, and the Receiver agrees that she shall hold all such reports and written communications in strict confidence.

7. Miscellaneous.

- a) *Governing law.* The laws of the State of California shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of law. If any provision of this Agreement is held to be unenforceable for any reason, such provision and all other related provisions shall be modified rather than voided if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other unrelated provisions of this Agreement shall be deemed valid and enforceable to the fullest extent permissible.
- b) *Jurisdiction.* Each party irrevocably agrees that the United States District Court for the Central District of California shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in any way relate to this Agreement or its formation and, for these purposes, each party irrevocably submits to the jurisdiction of United States District Court for the Central District of California.
- c) *Signatures.* Copies of signatures in separate counterparts shall be accepted in lieu of original signatures and shall have the same force and effect as original signatures.
- d) *Successors and Assigns.* Subject to the terms of this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

- e) *Further Execution.* At any time or from time to time after the date hereof, the parties hereto agree to cooperate with each other, and at the request of any such other party, to execute and deliver any further instruments or documents and to take all such further action as such other party may reasonably request in order to evidence or effectuate the consummation of the transactions contemplated by this Agreement and otherwise carry out the intent of the parties under this Agreement.
- f) *Entire Agreement; Amendment.* This Agreement, together with the Replacement Note, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and merges all prior agreements or understandings, whether written or oral, including without limitation that certain letter of intent between the parties dated as of April 20, 2015. This Agreement may not be amended, modified or revoked, in whole or in part, except by an agreement in writing signed by each of the parties hereto.
- g) *Expenses.* Each party shall bear its own fees and expenses in connection with the preparation, negotiation and execution of this Agreement.
- h) ESSENTIAL INDUCEMENT TO RECEIVER TO EXECUTE THIS AGREEMENT, AND AS PART OF THE CONSIDERATION GIVEN HEREUNDER, PURCHASER ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:

(a) THAT RECEIVER IS EXECUTING THIS AGREEMENT SOLELY IN CONNECTION WITH HER DUTIES AS RECEIVER PURSUANT TO THE ORDER. IN NO EVENT SHALL RECEIVER BE LIABLE FOR ANY ERROR OF JUDGMENT OR NEGLIGENT ACT DONE BY RECEIVER. RECEIVER SHALL NOT BE PERSONALLY LIABLE IN CONNECTION WITH ANY DUTIES PERFORMED BY RECEIVER PURSUANT TO ORDER OF THE COURT.

(b) NO PROVISION OF THIS AGREEMENT SHALL OPERATE TO PLACE ANY OBLIGATION OR LIABILITY FOR THE CONTROL, CARE, MANAGEMENT OR REPAIR OF PROPERTY OF THE BUSINESS UPON RECEIVER NOR SHALL IT OPERATE TO MAKE RECEIVER RESPONSIBLE OR LIABLE FOR ANY WASTE COMMITTED ON THE BUSINESS BY ANY PERSON OR FOR ANY DANGEROUS OR DEFECTIVE CONDITION OF PROPERTY OF THE BUSINESS, OR FOR ANY NEGLIGENCE IN MANAGEMENT, UPKEEP, REPAIR OR CONTROL OF PROPERTY OF THE BUSINESS RESULTING IN LOSS OR INJURY OR DEATH TO ANY PERSON.

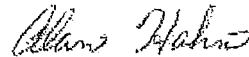
(c) THAT IT WILL NOT FILE ANY COMPLAINT, PROCEEDING, LAWSUIT, OR OTHER LEGAL OR EQUITABLE ACTION AGAINST THE RECEIVER OTHER THAN FOR REASON OF

RECEIVER'S GROSS NEGLIGENCE, INTENTIONAL AND WILLFUL
MISCONDUCT OR VIOLATION OF LAW.

[Remainder of this page intentionally left blank; Signature page follows]

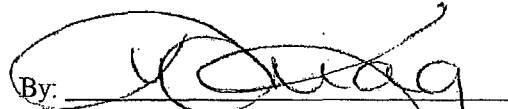
IN WITNESS WHEREOF, the Company and the Receiver have caused this Agreement to be executed as of the date first above written.

MYCOTECHNOLOGY, INC.



By: _____
Alan Hahn, Chief Executive Officer

KINGDOM CAPITAL MARKET, LLC



By: _____
Krista L. Freitag, as court-appointed federal equity receiver over Kingdom Capital Market, LLC, pursuant to orders of the United States District Court, Central District of California in Case No. 14-cv-2334-JFW (MRWx)

Exhibit A

THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THIS NOTE MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO PRIOR WRITTEN CONSENT OF THE COMPANY.

AMENDED AND RESTATED PROMISSORY NOTE

THIS AMENDED AND RESTATED PROMISSORY NOTE ("NOTE") AMENDS, RESTATES AND REPLACES IN ITS ENTIRETY THE CONVERTIBLE PROMISSORY NOTE DATED FEBRUARY 10, 2014 IN THE PRINCIPAL AMOUNT OF \$750,000.00 GIVEN BY THE COMPANY IN FAVOR OF THE HOLDER, THE CONVERTIBLE PROMISSORY NOTE DATED FEBRUARY 10, 2014 IN THE PRINCIPAL AMOUNT OF \$250,000.00 GIVEN BY THE COMPANY IN FAVOR OF THE HOLDER, AND THE CONVERTIBLE PROMISSORY NOTE DATED FEBRUARY 10, 2014 IN THE PRINCIPAL AMOUNT OF \$50,000.00 GIVEN BY THE COMPANY IN FAVOR OF THE HOLDER, EACH OF WHICH WERE ISSUED PURSUANT TO THAT CERTAIN NOTE PURCHASE AGREEMENT DATED FEBRUARY 10, 2014.

\$750,000.00

_____, 2015

FOR VALUE RECEIVED, MycoTechnology Inc., a Delaware corporation (the "*Company*"), hereby promises to pay to the order of Kingdom Capital Market, LLC, its successors and assigns (the "*Holder*"), the principal sum of Seven Hundred and Fifty Thousand Dollars (\$750,000.00) in accordance with the provisions set forth below. This Note shall bear no interest.

1. Payments.

1.1 The outstanding principal of this Note shall be due and payable in the following manner:

(i) \$175,000 shall be due and payable by the Company, within five (5) business days after the receipt of funds by the Company pursuant to closing of or receipt of funds from one or more debt or equity financings (excluding vendor financings related to specific purchases of equipment and customer financings related to specific customer projects) (such debt or equity financings are referred to as "*Financings*") in which a minimum of \$2,000,000 is raised by the Company cumulatively after April 20, 2015;

(ii) An additional \$75,000 shall be due and payable by the Company, within five (5) business days after the receipt of funds by the Company pursuant to closing of or receipt of funds from Financings in which a minimum of \$3,000,000 is raised by the Company cumulatively after April 20, 2015;

(iii) An additional \$250,000 shall be due and payable by the Company, within five

(5) business days after the receipt of funds by the Company pursuant to closing of or receipt of funds from Financings in which a minimum of \$6,000,000 is raised by the Company cumulatively after April 20, 2015;

(iv) An additional \$250,000 shall be due and payable by the Company, within five (5) business days after the receipt of funds by the Company pursuant to closing of or receipt of funds from Financings in which a minimum of \$10,000,000 is raised by the Company cumulatively after April 20, 2015;

(v) All amounts outstanding shall be immediately due and payable upon any sale, assignment, conveyance or other transfer of all or a substantial portion of the assets of the Company, whether voluntary or involuntary, and whether direct or by merger (excepting a merger in which no cash is exchanged), by operation of law, or otherwise, or any dissolution or liquidation of the Company, and

(vi) The aggregate unpaid principal amount outstanding, together with any other amounts owing to the Holder under this Note, shall be due and payable on December 31, 2020.

1.2 All payments shall be in lawful money of the United States of America, made by transfer wire pursuant to instructions provided by Krista Freitag, in her capacity as court-appointed federal equity receiver for the Holder and its affiliated entities ("Receiver"), unless otherwise instructed in writing by the Receiver. The Company may prepay all or any part of the principal balance of this Note, at any time, without the written consent of the Holder or the Receiver.

2. This Note shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflict of laws.

3. The indebtedness represented by this Note is unsecured.

4. So long as any amount remains outstanding hereunder, the Company will at all times keep proper books of account and records in which full, true and correct entries will be made of its transactions in accordance with generally accepted accounting principles, consistently applied, and will provide quarterly financial statements to the Holder within 45 days of each quarter, and if annual financial statements are audited or reviewed, within 120 days after each year end. The Company will at all reasonable times, upon at least five days advance written notice, make its books and records available in its offices for inspection, examination and duplication by the Holder and the Holder's representatives, and will from time to time, but no less than quarterly, furnish the Holder with such information and statements as the Holder may reasonably request.

5. This Note shall become immediately due and payable upon any default of any liability, obligation or undertaking of the Company hereunder, including the failure to pay any amount when due.

6. No delay or omission on the part of Lender in exercising any right hereunder shall operate as a waiver of such right or of any other right of Lender, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future

occasion.

7. The Company hereby agrees, subject only to any limitation imposed by applicable law, to pay on demand all costs and expenses of collection, including reasonable attorneys' fees and legal expenses, incurred by the Holder in endeavoring to collect any amounts payable hereunder which are not paid when due, whether by declaration or otherwise.

8. The Company hereby expressly waives presentment, demand for payment, dishonor, notice of dishonor, protest, notice of protest and any other formality.

9. This Note shall be binding upon the Company and upon its successors, assigns and legal representatives, and shall inure to the benefit of the Holder and its successors, endorsees and assigns.

MYCOTECHNOLOGY INC.
a Delaware corporation

By: _____
Alan Hahn, President and CEO

PROOF OF SERVICE

Securities and Exchange Commission v. World Capital Market Inc.; WCM777 Inc, et al.
USDC, Central District of California – Western Division (Los Angeles) – Case No. 2:14-cv-02334-JFW-MRW

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 515 S. Figueroa Street, 9th Floor, Los Angeles, California 90071-3398.

A true and correct copy of the foregoing document(s) described as:

DECLARATION OF KRISTA L. FREITAG IN SUPPORT OF MOTION FOR APPROVAL OF NOTE AMENDMENT AGREEMENT WITH MYCOTECHNOLOGY, INC. will be served in the manner indicated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")** – the above-described document will be served by the Court via NEF. On May 15, 2015, I reviewed the CM/ECF Mailing Info For A Case for this case and the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

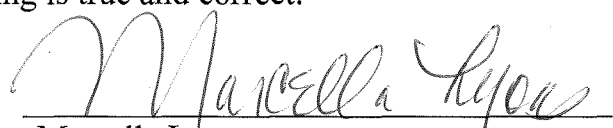
- **Robert E Barnes**
robertbarnes@barneslawllp.com,brettollefson@yahoo.com
- **John W Berry**
berryj@sec.gov,irwinma@sec.gov
- **John B Bulgozdy**
bulgozdyj@sec.gov,LAROFiling@sec.gov,berryj@sec.gov,irwinma@sec.gov
- **Peter F Del Greco**
delgreco@sec.gov,LAROFiling@sec.gov
- **Michael R Farrell**
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- **Edward G Fates**
tfates@allenmatkins.com,bcrfilings@allenmatkins.com,jbatiste@allenmatkins.com
- **Maranda E Fritz**
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- **Tim C Hsu**
thsu@allenmatkins.com,mlyons@allenmatkins.com
- **International Market Ventures**
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- 5 • **Mark L Smith**
mls@clydesnow.com,jgerber@clydesnow.com
- 6
- 7 • **David J Van Havermaat**
vanhavermaatd@sec.gov,LAROFiling@sec.gov,berryj@sec.gov,irwinma@sec.gov
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- 14
- 15 • **D Loren Washburn**
dlw@clydesnow.com
- 16
- 17 • **Scott W Wellman**
swellman@w-wlaw.com
- 18
- 19 • **David R Zaro**
dzaro@allenmatkins.com

20 2. **SERVED BY U.S. MAIL OR OVERNIGHT MAIL (indicate method for each person or entity served):** On _____, I served the following person(s) and/or entity(ies) in this case by placing a true and correct copy thereof in a sealed envelope U.S. Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follows. I am readily familiar with this firm's practice of collection and processing correspondence for mailing. Under that practice it is deposited with the U.S. postal service on that same day in the ordinary course of business.

21 *No Manual Recipients (as of May 15, 2015)*

22 Executed on May 15, 2015. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

23
24
25 
26 Marcella Lyons
27
28