

Exhibit A – Sale Collateral

The Sale Collateral to be sold at the public auction is comprised of:

1. All of the Debtors' interests in the following intellectual property:
 - a. All of the Debtors' web domains, including, but not limited to, www.gemcapsolutions.com
 - b. All of the Debtors' tradenames and trademarks, including, but not limited to:
 - i. GemCap Lending I, LLC;
 - ii. GemCap;
 - iii. We Finance Stuff;
 - iv. GemCap Lending; and
 - v. GemCap Solutions.
 - c. All of the Debtors' email addresses and email content associated with the domain gemcapsolutions.com.
 - d. All of the Debtors' telephone numbers.
 - e. All forms and documents used by the Debtors in the ordinary course of business, including, but not limited to:
 - i. Loan and factoring documentation forms;
 - ii. Policy and procedure forms;
 - iii. Human resource forms and documents;
 - iv. All legal templates;
 - v. Any and all other documents and forms residing on the Adaptive Sky platform.
2. All of the Debtors' software rights, to the extent transferrable via foreclosure sale;

3. All furniture, fixtures, equipment and Supplies owned by GemCap Lending I, LLC and located at 24955 Pacific Coast Highway, Suite A202, Malibu, CA 90265;
4. All of the loan interests and related and supporting assets described on Exhibit A-2 below, including, but not limited to, all voting rights, all registries and all other rights of any debtor in or to any administrative, collateral, collection or other agency capacity or in or to any lender, swingline lender, co-lender or other lending capacity (all such assets, the "NPL Assets");
5. All claims and other rights under the Debtors' insurance policies (including the right to assert any claims in the name of or on behalf of the Debtors) based upon any of the NPL Assets or any other assets subject to this foreclosure sale; and
6. All proceeds of the foregoing.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE SALE COLLATERAL SHALL NOT INCLUDE ANY OF THE FOLLOWING ITEMS (COLLECTIVELY, THE EXCLUDED PROPERTY)

- Any employee records concerning the Debtors' employees (including, without limitation, employee background checks);
- Any personal property of the Debtors' employees;
- Any information subject to confidentiality agreements in favor of third parties (other than any borrower to which a Debtor has extended loans or other financial accommodations) which would restrict or prohibit transfer of such information from the Debtors to a foreclosure sale purchaser; and/or
- Any materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants," "pollutants," or words of similar import under any applicable environmental laws.

Exhibit A-2

Loans and Related and Supporting Assets Included in Sale Collateral

1. Each of the following loans held by the Debtors (each a “NPL” and collectively, the “NPLs”;

a. That certain loan or loans between GemCap Lending I, LLC and Mountain Thunder Coffee Plantation Int’l, Inc. and Naturescape Holding Group Int’l Inc., originally dated September 26, 2011, and any subsequent amendments and renewals;

b. That certain loan or loans between GemCap Lending I, LLC and Crop USA Insurance Agency, Inc, and CropUSA Insurance Services, LLC originally dated November 23, 2011, and any subsequent amendments and renewals;

c. That certain loan or loans between GemCap Lending I, LLC and Pertl Ranch, LLC, Pertl Ranch Feeders, LLC and Outlaw Farms & Trucking, LLC, originally dated August 11, 2017, and any subsequent amendments and renewals;

d. That certain loan or loans between GemCap Lending I, LLC and U.S.A. Dawgs, Inc. originally dated October 12, 2017, and any subsequent amendments and renewals; and,

e. That certain loan or loans between GemCap Lending I, LLC and Zacky & Sons Poultry, Inc., originally dated October 24, 2012, and any subsequent amendments and renewals

2. The Loan Documents, as defined in each respective loan and security agreement governing the NPLs, inclusive of the notes and guarantees for such NPLs, any and all rights associated with the Loan Documents for the NPLs, any direct or derivative claims based upon the NPLs, any current actions and judgements based upon the NPLs or NPL loan files,

3. Any rights to claims, counterclaims, or defenses based upon or arising out of the NPLs asserted, or capable of assertion, by the Debtors in each of the matters identified in the table below:

Case Name	Borrower	Case No.	Venue	Judge
In Re Naturescape	Mountain Thunder Coffee Plantation	16-00982	USBC, Hawai`i	Robert Faris

Case Name	Borrower	Case No.	Venue	Judge
(Chapter 11)	Int'l, Inc. and Naturescape Holding Group Int'l Inc.			
In Re Naturescape Adversary Proceeding	Mountain Thunder Coffee Plantation Int'l, Inc. and Naturescape Holding Group Int'l Inc.	17-90007	USBC, Hawai'i	Robert Faris
In Re Mountain Thunder (Chapter 11)	Mountain Thunder Coffee Plantation Int'l, Inc. and Naturescape Holding Group Int'l Inc.	16-00984	USBC, Hawai'i	Robert Faris
In Re Mountain Thunder Adversary Proceeding	Mountain Thunder Coffee Plantation Int'l, Inc. and Naturescape Holding Group Int'l Inc.	17-90008	USBC, Hawai'i	Robert Faris
In Re Bateman (Chapter 7)	Mountain Thunder Coffee Plantation Int'l, Inc. and Naturescape Holding Group Int'l Inc.	17-01101	USBC, Hawai'i	Robert Faris
In Re Bateman Adversary Proceeding	Mountain Thunder Coffee Plantation Int'l, Inc. and Naturescape Holding Group Int'l Inc.	18-90002	USBC, Hawai'i	Robert Faris
GemCap v. Mountain Thunder	Mountain Thunder Coffee Plantation Int'l, Inc. and Naturescape Holding Group Int'l Inc.	15-1-428K	Third Circuit Court (Kona), Hawai'i	Robert D.S. Kim
Miesen v. Henderson, et al.	Crop USA Insurance Agency, Inc, and CropUSA Insurance Services, LLC	1:10-cv-404	USDC, Idaho	David Nye
GemCap v. AIA	Crop USA Insurance	CV16-2207	Idaho District	Jeff Brudie

Case Name	Borrower	Case No.	Venue	Judge
Profit Sharing	Agency, Inc, and CropUSA Insurance Services, LLC		Court, Nez Perce County	
Weskan Ins. Svcs. v. CropUSA, et al.	Crop USA Insurance Agency, Inc, and CropUSA Insurance Services, LLC	CV35-18-1278	Idaho District Court, Nez Perce County	Jay Gaskill
Church Crop Ins. Svcs. v. CropUSA, et al.	Crop USA Insurance Agency, Inc, and CropUSA Insurance Services, LLC	EQCE077913	Iowa District Court, Polk County	Jeff Beattie
GemCap v. Quarles & Brady, LLP	Crop USA Insurance Agency, Inc, and CropUSA Insurance Services, LLC	17-56514	Ninth Circuit Court of Appeal	Graber, Schrader, Watson
GemCap v. CropUSA, et al.	Crop USA Insurance Agency, Inc, and CropUSA Insurance Services, LLC	2:13-cv-5504	USDC, CD Cal.	Stephen V. Wilson
GemCap v. Shane William Pertl, et al.	Pertl Ranch, LLC, Pertl Ranch Feeders, LLC and Outlaw Farms & Trucking, LLC	2:19-cv-01472-JFW	USDC, CD Cal.	John F. Walker
GemCap v. Pertl Ranch LLC, et al.	Pertl Ranch, LLC, Pertl Ranch Feeders, LLC and Outlaw Farms & Trucking, LLC	2:18-cv-02622	USDC, Kansas	John W. Broomes
BancCentral v. Pertl, et al.	Pertl Ranch, LLC, Pertl Ranch Feeders, LLC and Outlaw Farms & Trucking, LLC	2019-cv-02481	District Court of Mitchell County, Kansas	Debra Wright
In re Pertl	Pertl Ranch, LLC, Pertl Ranch Feeders, LLC and Outlaw Farms & Trucking,	18-41605-7	USBC, Kansas	Dale L. Somers

Case Name	Borrower	Case No.	Venue	Judge
	LLC			
GemCap v. Steve Mann, et al.	USA Dawgs, Inc.	2:19-cv-2499	USDC, CD Cal.	Philip Gutierrez
GemCap v. USA Dawgs, Inc.	USA Dawgs, Inc.	BC693646	California State Court, Los Angeles County, Department 15	Richard Fruin
In re USA Dawgs, Inc.	USA Dawgs, Inc.	2:18-bk-10453	USBC, Nevada	Gary Spraker
USA Dawgs, Inc. v. GemCap	USA Dawgs, Inc.	18-01011	USBC, Nevada (adversary proceeding)	Mike Nakagawa
Mojave Desert Holdings, LLC v. GemCap	USA Dawgs, Inc.	BAP No. NV-18-1241	United States Bankruptcy Court, Ninth Circuit Bankruptcy Appellate Panel	TBD
In re Zacky & Sons Poultry	Zacky & Sons Poultry, Inc.	20STCV00091	Los Angeles Superior Court	Louis Meisinger

4. All letters of credit, standby letters of credit, deposits or other assets posted, existing, or standing as collateral for any of the foregoing.