



U220255235016



STATE OF CALIFORNIA
Office of the Secretary of State
NOTICE OF JUDGMENT LIEN (JL 1)

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only
-FILED-
File No.: U220255235016
Date Filed: 12/28/2022

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Submitter Information:

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Judgment Debtor Information:

Judgment Debtor Name	Mailing Address
PostD Merchant Banque, Inc.	161 Water St. Norwich, CT 06360
Richard Scott Dvorak	726 Route 32 N. Franklin, CT 06254
GEC Explorations, Inc.	2703 E. 22nd Street Tulsa, OK 74114
Coleman Ferguson	2140 W. Columbia Avenue Tulsa, OK 74114
Sonia Kumar	4322 Beasley Court Virginia Beach, VA 23462
Donald Demery Diaz	3335 Grand Avenue Suite 3590 Los Angeles, CA 90071

Judgment Creditor Information:

Judgment Creditor Name	Mailing Address
KIM Group, Inc.	c/o Maleki Law, APC 23 Corporate Plaza Drive Suite 150 Newport Beach, CA 92660

Judgment Information:

A. Name of Court Where Judgment Was Entered	Los Angeles Superior Court
B. Title of the Action	KMI v. PostD Merchant Banque, et al.
C. Case Number	21STCV22000
D. Date Judgment Was Entered	10/26/2022
E. Date(s) of Subsequent Renewal of Judgment (if any)	
None Entered	
F. Date of This Notice	12/28/2022
G. Amount Required to Satisfy Judgment at This Date of Notice	\$8,720,000.00

All property subject to enforcement of a Money Judgment against the Judgment Debtor to which a Judgment Lien on personal property may attach under Section 697.530 of the Code of Civil Procedure is subject to this Judgment Lien.

Declaration and Signature:

Declaration:

I am the Attorney of Record for the Judgment Creditor.

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

Joe A. Maleki, Esq.

12/28/2022

Sign Here

Date

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Monica Bachner

1 Joseph A. Maleki (SB# 180814)
MALEKI LAW, APC
2 23 Corporate Plaza Drive, Suite 150
Newport Beach, California 92660
3 Telephone: (949) 250-4045
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5 Attorneys for Plaintiff, KMI Group, Inc.

6
7 **SUPERIOR COURT OF CALIFORNIA**
8
9 **LOS ANGELES COUNTY, CENTRAL DISTRICT**

9 KMI GROUP, INC., a Tennessee
corporation,

10
11 Plaintiff,

12 v.

13 POSTD MERCHANT BANQUE, INC., a
Nevada corporation; RICHARD SCOTT
14 DVORAK, an individual; DONALD
DEMERY DIAZ, an individual; GEC
EXPLORATIONS, INC.; a Delaware
15 corporation; COLEMAN FERGUSON, an
individual; SONIA KUMAR, an
16 individual; and DOES 1 through 205,
inclusive,

17 Defendants.

Case No. 21STCV22000

[Damages exceed \$25,000.00]

COMPLAINT

1. Breach of Contract
(Bank Comfort Letter Agreement)
2. Breach of Contract
(Non-Circumvention Agreement)
3. Breach of Contract
(Escrow Agreement)
4. Breach of Implied Covenant of
Good Faith and Fair
Dealing
5. Breach of Fiduciary Duties
6. Fraud
(Intentional Misrepresentation)
7. Fraud
(Negligent Misrepresentation)
8. Fraud
(Concealment)
9. Intentional Interference with
Prospective Relations
10. Conversion
11. Specific Performance
12. Unfair Business Practices
13. Aiding and Abetting

PARTIES

1
2 1. Plaintiff, KMI Group, Inc., is a Tennessee corporation (“**Plaintiff**”).

3 2. Defendant, POSTD Merchant Banque, Inc. (“**PDMB**”), is a Nevada
4 corporation. Plaintiff is informed, believes and thereon alleges that PDMB is authorized to
5 conduct business in California as a foreign entity and, pursuant to such, is principally
6 operating within the jurisdiction of this Court at 333 South Grand Avenue, Suite 3590, Los
7 Angeles, CA 90071.

8 3. Defendant, Richard Scott Dvorak (“**Dvorak**”), is an individual. Plaintiff is
9 informed, believes and thereon alleges that Dvorak is an officer, director and/or principal
10 shareholder of PDMB.

11 4. Defendant, Donald Demery Diaz (“**Diaz**”), is an individual. Plaintiff is
12 informed, believes and thereon alleges that Diaz is an officer, director and/or principal
13 shareholder of PDMB.

14 5. Defendant, GEC Explorations, Inc. (“**GEC**”), is a Delaware corporation.
15 Plaintiff is informed, believes and thereon alleges that GEC is authorized to conduct business
16 in Oklahoma as a foreign entity and, pursuant to such, purports to principally operate from
17 Tulsa, Oklahoma.

18 6. Defendant, Coleman Ferguson (“**Ferguson**”), is an individual. Plaintiff is
19 informed, believes and thereon alleges that Ferguson is an officer, director and/or principal
20 shareholder of GEC.

21 7. Defendant, Sonia Kumar (“**Kumar**”), is an individual. Plaintiff is informed,
22 believes and thereon alleges that Kumar is an officer, director and/or principal shareholder
23 of GEC.

1 in Los Angeles County, California, thus systematically injecting themselves into the
2 commercial bounds of this jurisdiction.

3 **CONSPIRACY ALLEGATIONS**

4 13. Dvorak, Diaz, Ferguson, Kumar and DOES 1-25 each performed the acts
5 herein alleged pursuant to and in furtherance of a formulated conspiracy to enrich themselves
6 at Plaintiff's detriment, and each thereafter and advanced the conspiracy by cooperation with
7 or lent aid and encouragement to and ratified and adopted the acts of the other.

8 **ALTER EGO ALLEGATIONS**

9 14. Plaintiff is informed, believes and thereon alleges that there exists or existed,
10 at all relevant times mentioned herein, such domination, control and/or such unity of
11 beneficial interest and ownership as between Dvorak, Diaz and/or DOES 26-50 and PDMB
12 that the individuality and separateness between them has ceased.

13 15. Plaintiff is informed, believes and thereon alleges that there exists or existed,
14 at all relevant times mentioned herein, such domination, control and/or such unity of
15 beneficial interest and ownership as between Ferguson, Kumar and/or DOES 51-75 and
16 GEC that the individuality and separateness between them has ceased.

17 16. Plaintiff is further informed and thereon alleges that Dvorak, Diaz, Ferguson,
18 Kumar and/or DOES 26-50 and DOES 51-75 were instrumental in the perpetration of unfair
19 and unlawful business practices as alleged herein, as well as manipulating and transmuting
20 the assets and business affairs of PDMB and/or GEC, respectively, to such extent that
21 adherence to such separateness between those individuals and the respective business
22 entities would facilitate an injustice if permitted to stand.

23 ///

1 Plaintiff) for the specified financial transaction and thereafter issues a “guarantee”
2 instrument as to the required product purchase funds.

3 22. PDMB purports to be a “duly registered non-depository financial institution”
4 that offers clients access to equity, credit and the aforementioned funds guarantee
5 instruments.

6 23. In late 2020, PDMB solicited Plaintiff’s principal, Kevin Vakili, and offered
7 to provide Plaintiff with the RWA Letters it needed in order to allow Plaintiff the opportunity
8 to purchase inventories of PPE and related goods (the “**Bank Comfort Letter Agreement**”).

9 24. The offered terms of the Bank Comfort Letter Agreement were based on the
10 following:

11 (A) PDMB would issue, on Plaintiff’s behalf, required RWA Letters in
12 exchange for Plaintiff depositing \$100,000.00 in into an escrow account designated by
13 PDMB (as alleged below); and

14 (B) PDMB would assess Plaintiff a scaling transaction “fee” depending on
15 the amount of required guaranteed funds as reflected in “**Issuance Fee Schedule**” attached
16 hereto Exhibit “A”.

17 25. In a complex and integral scam intended to defraud Plaintiff, PDMB, with
18 assistance and facilitation from the remainder of defendants, strategically embarked on an
19 orchestrated campaign in order to “soften” Plaintiff and secure its confidence and trust.

20 26. First, PDMB presented Plaintiff with a Non-Disclosure, Confidential and
21 Non-Circumvention Agreement dated November 11, 2020, a copy of which is attached
22 hereto as Exhibit “B” (the “**NDA**”), thereby expressly agreeing to retain confidentiality as
23 to confidential and proprietary information it procured from Plaintiff.

1 27. Second, PDMB used wire and related electronic means in order to provide
2 various financial statements to Plaintiff reflecting upwards of \$250,000,000.00 of available
3 funds which, based on information and belief, Plaintiff now believes were fraudulent
4 financial records intended to portray PDMB as a legitimate financial institution. Attached
5 here to as Exhibit “C” is an example of one such fraudulent account statement transmitted
6 by PDMB to Plaintiff for such purpose.

7 28. Third, and in order to further gain Plaintiff’s confidence and trust, PDMB
8 agreed to issue a RWA Letter as to a pending purchase transaction secured by Plaintiff from
9 one of its proprietary suppliers. As such, PDMB issued the RWA Letter dated January 14,
10 2021, a copy of which is attached hereto as Exhibit “D”, pursuant to which PDMB falsely
11 affirmed that Plaintiff had \$100,000,000.00 “cash funds” on deposit with PDMB (the
12 **“January 2021 RWA Letter”**). However, and following PDMB’s issuance of the January
13 2021 RWA Letter to the applicable supplier, Plaintiff lost its pending PPE purchase
14 opportunity when PDMB “informed” the supplier that the January 2021 RWA Letter had
15 been fraudulently issued, notwithstanding the fact that PDMB had itself and directly issued
16 same.

17 29. Prior to Plaintiff discovering PDMB’s fraudulent intentions arising from the
18 January 2021 RWA Letter and otherwise, PDMB promised, assured and represented to
19 Plaintiff that it would issue requested RWA Letters for Plaintiff’s benefit so as to enable
20 Plaintiff to consummate other pending and prospective business opportunities, provided that
21 Plaintiff first deposited \$100,000.00 into an escrow holding account. As such, Plaintiff was
22 directed, absent explanation, to wire transfer \$100,000.00 of its funds to GEC as a purported
23 escrow agent, which Plaintiff duly processed on or about February 25, 2021.

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2ND CAUSE OF ACTION
Breach of Contract
(Non-Disclosure, Confidential and Non-Circumvention Agreement)
(Against PDMB, GEC, Dvorak, Diaz, Ferguson, Kumar and
DOES 1-75 and 86-95, inclusive)

36. ¶¶1-31, above, are incorporated into this cause of action.

37. Plaintiff has complied with all conditions, covenants and promises to be performed on its part in accordance with the NDA, excepting those obligations excused as result of defendants’ breaches.

38. Starting in or around February 2021 and continuing thereafter, Plaintiff is informed and thereon alleges that defendants breached the NDA by wrongfully utilizing Plaintiff’s otherwise confidential and proprietary business information in order to divert business opportunities away from Plaintiff and/or circumvent Plaintiff’s business relationships.

39. By way of example and without limitation, Plaintiff is informed, believes and thereon alleges that PDMB procured confidential and propriety trade information from Plaintiff (such as the identity of Plaintiff’s developed suppliers as well as preferential product pricing terms) and thereafter wrongfully transmitted, disclosed and provided such information to GEC, Ferguson and/or Kumar who then used such information to circumvent Plaintiff’s prospective opportunities.

40. As a direct and proximate result of said breaches and defaults, Plaintiff has and will continue to sustain damages in excess of the minimum jurisdiction of this court, together with interest thereon at the maximum legal rate, as to be established according to proof.

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1 opportunities and fraudulently procured and thereafter wrongfully withheld Plaintiff's
2 \$100,000.00 escrowed funds.

3 53. As a proximate result of the foregoing wrongful conduct, Plaintiff has
4 suffered and continues to suffer damages in an amount according to proof.

5 54. Defendants' conduct was oppressive, willful, wanton, malicious and made
6 with conscious disregard as to Plaintiff's rights, thereby entitling Plaintiff to an award for
7 exemplary and punitive damages pursuant to Civil Code §3294.

8 **6TH CAUSE OF ACTION**
9 **Fraud (Intentional Misrepresentation)**
10 **(Against PDMB, GEC, Dvorak, Diaz, Ferguson, Kumar and**
11 **DOES 1-75 and 126-135, inclusive)**

12 55. ¶¶1-31, above, are incorporated into this cause of action.

13 56. In order to induce Plaintiff to engage PDMB and enter into the Bank Comfort
14 Letter Agreement, the NDA and followed by the Escrow Agreement, starting in late 2020
15 and continuing thereafter, defendants knowingly and intentionally made false statements,
16 representations and promised to Plaintiff's principal, Kevin Vakili, through either direct oral
17 communications and/or written transmittals, including, without limitation:

18 (A) Dvorak and Diaz, within their stated positions as officers, directors
19 and/or principal shareholders of PDMB, represented that PDMB was a legitimate non-
20 depository financial institute, operating lawfully and capable of providing Plaintiff with its
21 required RWA Letters so as to enable Plaintiff to consummate significant PPE related
22 inventory acquisitions via third-party vendors;

23 (B) Dvorak and Diaz, within their stated positions as officers, directors
and/or principal shareholders of PDMB, transmitted to Plaintiff's principal, Kevin Vakili,

1 various false financial information, including account statements, account login credentials
2 and similar information reflecting \$250,000,000.00+ as existent “cash deposits” maintained
3 at PDMB;

4 (C) Dvorak and Diaz, within their stated positions as officers, directors
5 and/or principal shareholders of PDMB, issued the January 2021 RWA Letter and thereafter
6 sought to refute the authenticity of same, all while knowing that the information they
7 affirmed therein was unequivocally false;

8 (D) Dvorak and Diaz, within their stated positions as officers, directors
9 and/or principal shareholders of PDMB, and Ferguson and Kumar, within their stated
10 positions as officers, directors and/or principal shareholders of GEC, represented that GEC
11 was a legitimate and independent escrow agent that would safeguard Plaintiff’s \$100,000.00
12 escrowed funds; and

13 (E) Dvorak and Diaz, within their stated positions as officers, directors
14 and/or principal shareholders of PDMB, and Ferguson and Kumar, within their stated
15 positions as officers, directors and/or principal shareholders of GEC, represented that
16 Plaintiff’s \$100,000.00 would be held in a bonafide escrow account for Plaintiff’s benefit
17 and released upon demand.

18 57. Plaintiff continued to reasonably rely on defendants’ representations and
19 promises as defendants would, as a sham, systematically provide financial and account
20 records along with online user credentials to what Plaintiff subsequently discovered to be
21 false and fraudulently created information.

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1 58. Plaintiff thereby reasonably proceeded until March 2021 when it became
2 evident that defendants were engaged in a complex financial scheme intended to defraud
3 Plaintiff.

4 59. Plaintiff has sustained damages resulting from the foregoing intentional
5 misrepresentations and false promises, including, without limitation, loss of prospective
6 opportunities, all as to be established according to proof according.

7 60. Defendants' conduct was also oppressive, willful, wanton, malicious and
8 made with conscious disregard as to Plaintiff's rights, thereby entitling an award for
9 exemplary and punitive damages pursuant to Civil Code §3294.

10 **7TH CAUSE OF ACTION**
11 **Fraud (Negligent Misrepresentation)**
12 **(Against PDMB, GEC, Dvorak, Diaz, Ferguson, Kumar and**
13 **DOES 1-75 and 136-145, inclusive)**

14 61. ¶¶1-31 and 56, above, are incorporated into this cause of action.

15 62. As an inducement to secure Plaintiff's acceptance of Bank Comfort Letter
16 Agreement, the NDA and followed by the Escrow Agreement, starting in late 2020 and
17 continuing thereafter, defendants expressly and affirmatively made representations and
18 promises to Plaintiff as set forth at ¶56, above, absent any good faith belief as to the truth
19 thereof and otherwise intended to first induce Plaintiff's acceptance of the referenced
20 agreements and thereafter to advance the herein alleged conspiracy to defraud Plaintiff.

21 63. The foregoing representations and/or promises were directly material and
22 Plaintiff reasonably relied thereon in order to proceed with the intended transactions based
23 on the fact that defendants would, as a sham, systematically provide financial and account

1 records along with online user credentials to what Plaintiff subsequently discovered to be
2 false and fraudulently created information.

3 64. Plaintiff had no reason to otherwise question defendants' promises and
4 representations and, as such, Plaintiff did not discover the full extent of those negligent
5 promises and misrepresentations until March 2021.

6 65. Plaintiff has sustained damages resulting from the foregoing negligent
7 misrepresentations and false promises, including, without limitation, loss of prospective
8 opportunities, all as to be established according to proof according.

9 66. Defendants' conduct was also oppressive, willful, wanton, malicious and
10 made with conscious disregard as to Plaintiff's rights, thereby entitling an award for
11 exemplary and punitive damages pursuant to Civil Code §3294.

12 **8TH CAUSE OF ACTION**
13 **Fraud (Concealment)**
14 **(Against PDMB, GEC, Dvorak, Diaz, Ferguson, Kumar and**
15 **DOES 1-75 and 146-155, inclusive)**

16 67. ¶¶1-31, above, are incorporated into this cause of action.

17 68. At the time of soliciting Plaintiff to enter into the Bank Comfort Letter
18 Agreement, NDA and Escrow Agreement and continuing thereafter, defendants actively,
19 and with the intent to defraud Plaintiff, concealed the following otherwise material
20 information:

21 (A) That PDMB was nothing more than a sham enterprise, used by
22 defendants in order to perpetrate and advance defendants' herein alleged conspiracy to
23 defraud Plaintiff;

24 ///

1 (B) That the financial records and information provided to Plaintiff were
2 created based on a fiction that did not otherwise exist in reality;

3 (C) That the January 2021 RWA Letter was a fraudulently created financial
4 record, intended to create the illusion of a bonafide financial institution backed by legitimate
5 operating reserves and assets;

6 (D) That GEC was a fraudulent enterprise, intended as a means to perpetrate
7 and advance the conspiracy to defraud Plaintiff; and

8 (E) That GEC was not a legitimate and independent escrow agent.

9 69. Defendants further concealed that Ferguson, as GEC’s principal, was a buyer
10 for various large healthcare providers and network systems such as Kaiser Permanente, and
11 defendants thereby intended, based on such active concealment, to wrongfully obtain
12 Plaintiff’s confidential business and supply sources as to PPE and related products, and then
13 usurp those prospective opportunities.

14 70. The foregoing information was otherwise directly material and Plaintiff
15 reasonably relied in the absence thereof in order to first enter into the referenced agreements
16 and thereafter continue with the engagement until discovering defendants’ wrongful scam
17 in March 2021.

18 71. Plaintiff had no reason to otherwise question defendants’ motivations at the
19 time of entering into the subject agreements and proceeding thereafter, primarily because of
20 defendants’ continued submission of what has since been discovered to be falsified and
21 fraudulent financial records.

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10TH CAUSE OF ACTION
Conversion
(Against PDMB, GEC, Dvorak, Diaz, Ferguson, Kumar and
DOES 1-75 and 166-175, inclusive)

79. ¶¶1-31, above, are incorporated into this cause of action.

80. As of the filing of this pleading, defendants continue to exercise exclusive dominion and control as to Plaintiff’s \$100,000.00, notwithstanding repeated demands having been made for return of same.

81. Defendants’ conduct was oppressive, willful, wanton, malicious and made with conscious disregard as to Plaintiffs’ rights, thereby entitling Plaintiff to an award for exemplary and punitive damages pursuant to Civil Code §3294.

11TH CAUSE OF ACTION
Specific Performance
(Against PDMB, GEC, Dvorak, Diaz, Ferguson, Kumar and
DOES 1-75 and 176-185, inclusive)

82. ¶¶1-31, above, are incorporated into this cause of action.

83. Plaintiffs has performed all of the conditions required by the Escrow Agreement.

84. Defendants, however, have failed and refused to refuse Plaintiff’s \$100,000.00, notwithstanding repeated demands for same as well as repeated assurances made as to release of those funds to Plaintiff.

85. Defendants are in a unique position in that they solely possess and maintain those funds, and Plaintiff has no direct power, ability and/or authority to otherwise recapture the escrowed funds.

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1 92. Defendants’ unlawful business practices as alleged herein were further
2 intended to destroy legitimate competition from other enterprises in direct violation of
3 Business and Professions Code §§17040.

4 93. Plaintiff (and other enterprises) have been direct victims of defendants’ unfair
5 and fraudulent business practices, all of which undermine and compromise the integrity of
6 the established financial, banking and regulatory systems, and the foregoing conduct serves
7 as predicate acts for purpose of Business and Professions Code §§17000 et seq. and §17200
8 et seq.

9 94. Plaintiff is entitled to both injunctive relief, treble damages, reasonable
10 attorneys’ fees as well as an order compelling restitutionary disgorgement of all profits
11 gained by defendants’ operation of their unfair and/or fraudulent business practices.

12 **13TH CAUSE OF ACTION**
13 **Aiding and Abetting**
14 **(Against PDMB, GEC, Dvorak, Diaz, Ferguson, Kumar and**
15 **DOES 1-75 and 196-205, inclusive)**

16 95. ¶¶1-31, 56-58, 62-64, 68-71, 75-76, 80 and 89-93, above, are incorporated into
17 this cause of action.

18 96. Defendants, acting with knowledge and coordination, and with the intent to
19 facilitate and/or advance the herein alleged wrongful conduct, aided, abetted and
20 substantially assisted each other in order to facilitate and advance the wrongful business
21 practices and to perpetrate the conspiracy described herein.

22 97. As a direct result thereof, Plaintiff has sustained damages with the precise
23 amount to be established according to proof.

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1 98. Defendants' conduct was also oppressive, willful, wanton, malicious and
2 made with conscious disregard as to Plaintiff's rights, thereby entitling an award for
3 exemplary and punitive damages pursuant to Civil Code §3294.

4 **PRAYER**

5 WHEREFORE, Plaintiff prays for judgment as follows:

6 **On the 1st, 2nd, 3rd and 4th Causes of Action**

7 1. For general, compensatory and consequential damages according to proof;

8 **On the 5th, 6th, 7th, 8th and 9th Causes of Action**

9 2. For general and compensatory damages according to proof;

10 3. For punitive damages according to proof;

11 **On the 10th Cause of Action**

12 4. For general and compensatory damages according to proof;

13 5. For interest on the total sum converted as well as a fair compensation for the
14 time and money that has and will be expended in pursuit of the converted property in
15 accordance with Civil Code §3336, all according to proof;

16 6. For punitive damages according to proof;

17 **On the 11th Cause of Action**

18 7. That defendants be ordered to specifically perform their obligations arising
19 from the Escrow Agreement and release Plaintiff's \$100,000.00;

20 **On the 12th Cause of Action**

21 8. For an award of restitutionary disgorgement of any and all wrongfully
22 procured benefits;

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MALEKI LAW, APC
23 CORPORATE PLAZA DRIVE, SUITE 150
NEWPORT BEACH, CALIFORNIA 92660
T: (949) 250-4045 • F: (949) 250-4047

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EXHIBIT "A"

CORPORATE OFFICE
161 Water Street
Norwich, CT 06360
Main Tel: (860) 822-5794
www.postdmerchantbanque.com



WELLS FARGO CENTER
333 S. Grand Avenue
North Tower Suite 3590
Los Angeles, CA 90071
Main Tel: (213) 947-3076

ISSUANCE FEE SCHEDULE FOR
BANK COMFORT LETTER

As of July 2020

Up to USD 10 Million - \$25,000.00

From USD 10 Million to USD 50 Million - \$50,000.00

From USD 50 Million to USD 75 Million - \$75,000.00

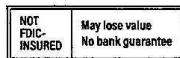
From USD 75 Million to USD 100 Million - \$100,000.00

From USD 100 Million and Above - \$150,000.00

The amount is to be paid prior to issuance of the requested instrument and shall be deposited into an escrow account designated by PMB.

POSTD MERCHANT BANQUE

NON-DEPOSITORY FINANCIAL INSTITUTION



It's important to remember that there are generally higher risks associated with non-deposit investment products than with the traditional deposit products, such as savings and interest-bearing checking accounts. Non-deposit investment products are not FDIC-insured so you could lose some of the money you invested or not gain as much profit as you expected.



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EXHIBIT "B"

**NON-DISCLOSURE, CONFIDENTIALITY AND NON-CIRCUMVENT
AGREEMENT**

This is an Agreement made this 11TH day of NOVEMBER, 2020 between POSTD Merchant Banque with offices at: 333S. Grand Ave., Wells Fargo Tower North, Suite 3590, Los Angeles, CA 90071 and KMI Group, Inc. located at 23 Corporate Park Plaza Dr, Suite 150, Newport Beach, CA 92660

"Disclosing Party" and "Receiving Party" shall include each party's subsidiaries and parents and their respective directors, officers, and employees ("affiliates"), and the rights and obligations of the parties hereto therefore also shall inure to such affiliates and may be enforced directly by or against such affiliates. As an express condition to each party disclosing Confidential Information to the other party and in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. **Non-Disclosure.** The party receiving Confidential Information (the "Receiving Party") shall hold all Confidential Information (as defined in Section 2) in strict confidence and shall not disclose any Confidential Information to any third party, without the prior written approval of the Disclosing Party. The Receiving Party shall disclose Confidential Information only to employees who need to know such information to evaluate the possible business transaction with the party disclosing such Confidential Information (the "Disclosing Party"), and who have signed agreements that obligate them to treat Confidential Information as required under this Agreement. The Receiving Party shall not use any Confidential Information for any purpose except to evaluate a possible business transaction between the parties. The Receiving Party shall take all reasonable measures to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of Confidential Information; provided, however, that such measures shall be no less stringent than measures taken to protect its own confidential and proprietary information. Each party agrees that it will not interfere with any business of the other party through the use of any Confidential Information acquired hereunder nor use any Confidential Information for its own account. The Receiving Party acknowledges that the Disclosing Party is neither responsible nor liable for any business decisions made by the Receiving Party in reliance upon any Confidential Information disclosed pursuant hereto.

2. **Confidential Information.** "Confidential Information" in this Agreement means all information and any idea in whatever form, tangible or intangible, whether, whether or not such information is labeled "Confidential", disclosed to or learned by the Receiving Party,

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pertaining in any manner to the business of the Disclosing Party or to the Disclosing Party's affiliates, subsidiaries, consultants or business associates, whether in written, oral, encoded, graphic, magnetic, electronic or in any other tangible or intangible form, and whether or not labeled as confidential by the Disclosing Party or otherwise provided by the Disclosing Party. "Confidential Information" includes, without limitation, the following: (a) schematics, techniques, employee suggestions, development tools and processes, computer printouts, computer programs, design drawings and manuals, and improvements; (b) information about costs, profits, markets and sales; (c) plans for future development and new product concepts and business processes; and (d) all documents, books, papers, drawings, models, sketches, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be given to the Receiving Party by the Disclosing Party, as well as written or verbal instructions or comments.

3. No Obligation of Confidentiality. The obligation of confidentiality shall not apply with respect to any particular portion of information if:

- (i) it is in the public domain at the time of the Disclosing Party's communication thereof to the Receiving Party; or
- it entered the public domain through no fault of the Receiving Party subsequent to the time of the Disclosing Party's communication thereof to the Receiving Party; or
- (ii) it was in the Receiving Party's possession, free of any obligation of confidence, at the time of the Disclosing Party's communication thereof to the Receiving Party; or
- (iii) it was rightfully communicated to the Receiving Party free of any obligation of confidence subsequent to the time of the Disclosing Party's communication thereof to the Receiving Party; or
- (iv) Such information was developed by employees or agents of the Receiving Party, independently of and without reference to the information and the Receiving Party has evidence of such independent development.

Unless otherwise prohibited by Law of Governmental regulation, within ten (10) days following either a request from the Disclosing Party or the completion of business dealings between the parties hereto, the Receiving Party will deliver to the Disclosing Party all tangible copies of the Confidential Information, including but not limited to magnetic or electronic media containing the Confidential Information, note(s) and paper(s) in whatever form containing the Confidential Information or

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parts thereof, and any copies of the Confidential Information in whatever form. The Disclosing Party, at its sole option, may request in writing that the Receiving Party destroy all copies of the Confidential Information. If the Disclosing Party requests that such Confidential Information be destroyed, the Receiving Party will destroy the Confidential Information and, within ten (10) days of the notice from the Disclosing Party to destroy the Confidential Information, will certify in writing to the Disclosing Party that the Confidential Information has been completely destroyed.

4. Use of Information by Recipient. The Receiving Party agrees to use the Confidential Information only for the purposes of evaluating the possibility of a future collaboration between the parties and in connection with such future collaboration, if any. The Receiving Party agrees to restrict disclosure of the Confidential Information solely to its employees and agents who have a need to know such Confidential Information and to advise such persons of their obligations of confidentiality and non-disclosure hereunder. Further, the Receiving Party shall not disclose the Confidential Information to third parties, including independent contractors or consultants, without the prior express written consent of the Disclosing Party, and shall advise such third parties of their obligations of confidentiality and non-disclosure hereunder. The Receiving Party agrees to use reasonable means, not less than those used to protect its own proprietary information, to safeguard the Confidential Information.

5. Non-circumvention. For thirty-six (36) months after the effective date of this Agreement, the Receiving Party and its officers and directors, separately and individually, will not make any effort to circumvent the terms of this Agreement in an attempt to gain the benefits or considerations granted to it under the Agreement by taking any actions to indirectly gain the benefits of the Confidential Information, including but not limited to contracting directly with any client of the other party which Disclosing Party has identified as having access to the Confidential Information, or (b) hiring or contracting with any present or future employee or independent contractor of Disclosing Party.

6. Remedies. The Receiving Party agrees that the unauthorized disclosure or use of Confidential Information will cause irreparable harm and significant injury, which may be difficult to ascertain. The Receiving Party recognizes that its violation of this Agreement could cause the Disclosing Party irreparable harm and significant injury, the amount of which may be extremely difficult to estimate, thus, making any remedy at law or in damages inadequate. Therefore, the Receiving Party agrees that the

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Disclosing Party shall have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this Agreement and for any other relief the Disclosing Party deems appropriate. This right shall be in addition to any other remedy available to the Disclosing Party in law or equity.

7. Ownership of the Information. Each of the parties hereto retains title to its respective Confidential Information and all copies thereof. The Receiving Party hereby acknowledges that the Confidential Information is proprietary to the Disclosing Party. Further, each party represents that it has no agreement with any other party that would preclude its compliance with this Agreement.

8. Survival. Each party's duty of confidentiality under this Agreement regarding the Confidential Information shall survive the termination of this Agreement.

9. General. This Agreement shall be binding upon and for the benefit of the parties and their respective successors and assigns. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement supersedes and replaces any existing agreement entered into by the parties relating generally to the same subject matter, and may be modified only in writing signed by the parties. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and shall be governed by the laws of the State of California without giving effects to the conflicts of law principles hereof.

This Agreement may be executed in separate counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument; effective as if the date inscribed above.

ACCEPTED AND AGREED

(Print Name) Kevin Vakili

(Signature) [Handwritten Signature]



Postd Merchant Banque

(Print Name) RICHARD [Handwritten]

Its: SECRETARY [Handwritten]

(Signature) [Handwritten Signature]



EXHIBIT "C"

secure.postmerchantbanque.com/index.php?section=reports&item=all_accounts_balances_report

Apps Plastics News Google StudentLoans.gov Dashboard - First... YouTube Maps Other Bookmarks Reading List

Welcome KMI Group Inc. 2! March 26, 2021 | Friday | 02:37 PM POSTD MERCHANT BANQUE

Reports

Reports / All accounts - Balances Report

Export to Excel Print Done

All accounts - Balances Report

Customer ID	Username	Company or Full Name	Profile Creation Date
447	kmigroupinck1	KMI Group Inc. 2	15/03/2021 12:06 AM

Account Creation Date	Account Number	Account Type	Currency	Available Balance	Current Balance	Status
15/03/2021	1533100103	NOSTRO - (USD)	USD	150,000,000.00	150,000,000.00	Active
15/03/2021	1090117111	Proof of Funds	USD	250,000,000.00	250,000,000.00	Active

MALEKI LAW, APC
23 CORPORATE PLAZA DRIVE, SUITE 150
NEWPORT BEACH, CALIFORNIA 92660
T: (949) 250-4045 • F: (949) 250-4047

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EXHIBIT "D"

CORPORATE OFFICE
161 Water Street
Norwich, CT 06360
USA
Main Tel: 860-822-5794
www.postdmerchantbanque.io



WELLS FARGO CENTER
333 S. Grand [redacted] h
Tower Suite 3590
Los Angeles, CA 90071
USA
Main Tel: 213-947-3076

RWA LETTER

TO: KMI GROUP

RE: ACCOUNT NAME: KMI GROUP
ACCOUNT NUMBER: 17313318XXX (EUR) or (USD)
DATE: January 14, 2021

WE, POSTD MERCHANT BANQUE, LOCATED AT 333 S GRAND AVENUE, NORTH TOWER SUITE 3590, LOS ANGELES, CA 90071, DO HEREBY CONFIRM WITH FULL BANK RESPONSIBILITY, THAT OUR CLIENT, KMI GROUP, IS IN GOOD STANDING WITH OUR BANK. WE IRREVOCABLY CONFIRM FOR OUR CLIENT KMI GROUP, REPRESENTED BY ITS PRESIDENT, MR KEVIN VAKILLI (ACCOUNT SIGNATORY), UNDER ACCOUNT NUMBER 17313318XXX CASH FUNDS THE AMOUNT OF ONE HUNDRED MILLION DOLLARS (\$100,000,000.00), THE LAWFUL CURRENCY OF THE UNITED STATES OF AMERICA, PRESENTLY HELD UNDER CUSTODY WITH OUR BANK AND IMMEDIATELY CALLABLE UPON FIRST DEMAND FOR THE PURCHASE OF NITRILE GLOVES PRODUCT FROM YOUR COMPANY UNDER THE TERMS OF A SALE SIGNED AGREEMENT, WHICH MUST BE LODGED WITH OUR BANK. WE FURTHERMORE CONFIRM THAT: -- THE AFOREMENTIONED BG/SBLC/CD IS ASSIGNABLE, DIVISIBLE, NEGOTIABLE AND FREELY TRANSFERABLE AT OUR CLIENT'S DIRECTIONS, AND THAT OUR CLIENT'S ACCOUNT IS IN GOOD STANDING WITH OUR BANK AND THAT

-THESE FUNDS TO BE GOOD, CLEAN, AND CLEARED FUNDS OF NON-CRIMINAL AND NON-TERRORIST ORIGIN, AND ARE FREE FROM ANY AND ALL LIENS AND ENCUMBRANCES AND THAT
-WE ARE READY TO BLOCK AND RESERVE THE AFOREMENTIONED CASH FUNDS VIA A PREADVISE S.W.I.F.T. MT-799 OR SBLC FOLLOWED BY A BINDING, CALLABLE AND AUTHENTICATED S.W.I.F.T. MT-760 UPON FIRST DEMAND OF OUR CLIENT KMI GROUP TO BANK CO-ORDINATES AS DESIGNATED BY OUR CLIENT.
-WE ALSO CONFIRM THAT THE ABOVE MENTIONED INSTRUMENT IS AUTHENTIC, LEGAL AND VALID, AND IT CAN BE VERIFIED AND CONFIRMED THROUGH THE FOLLOWING BANK COORDINATES:

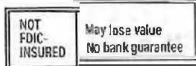
Bank Name: POSTD MERCHANT BANQUE
Bank Address: 333 S GRAND AVENUE, NORTH TOWER SUITE 3590,
LOS ANGELES, CA 90071
Telephone Number: 1-213-947-3076
SWIFT code: WFBIUS65

SIGNED BY: **Richard Scott Dvorak**
BANK OFFICER: Managing Director
PIN & TITLE:



POSTD MERCHANT BANQUE

NON-DEPOSITORY FINANCIAL INSTITUTION



It's important to remember that there are generally higher risks associated with non-deposit investment products than with the traditional deposit products, such as savings and interest-bearing checking accounts. Non-deposit investment products are not FDIC-insured so you could lose some of the money you invested or not gain as much profit as you expected.



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EXHIBIT "E"



GEC
Explorations Inc.
GROUND, AIR & SEA

2121 South Columbia, Suite 103
Tulsa, Oklahoma 74114

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into as of 2/24/2021 between the Escrow Agent GEC-X, Treasurer, Sonia Kumar, and the following party: KMI Group, Inc., 320 N Main St., Kenton, TN 38233-1130 as the signatories herein, to specifically and exclusively govern the funds held in escrow at Prosperity Bank for business, product procurement and financial transactions initiated by, engaged in, and conducted by KMI Group, Inc. and its business partners

RECITALS

WHEREAS, this escrow agent is specifically drafted to set forth the terms, guidelines and requirements for the disbursement of funds from the escrow account to satisfy financial obligations arising out of the initial financing of the underlying transaction, and any other legally obligated payments and related cost authorized by the parties.

Appointment: The parties hereby appoint Escrow Agent, for the purpose set forth herein, and the Escrow Agent hereby accepts the appointment and agrees to act Escrow Agent in accordance to the terms and conditions set forth herein.

Escrow Funds: Contemporaneous with the execution and delivery of this agreement, the parties to the above transactions have deposited funds into the above listed escrow account. The Escrow Agent hereby acknowledges receipt of said funds subject to the terms and condition of this agreement.

The parties shall act in accordance with, and the Escrow Agent shall promptly, but in any event, within two (2) business days after receipt of Release Instructions to monetize funds and written confirmation that all specified and agreed upon terms, requirements and conditions of the transaction have been fulfilled, the Escrow Agent will disburse the funds held in escrow in compliance and accordance with the terms this agreement.

www.gecexp.com

(860) 822-5794 info@gecexp.com

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2121 South Columbia, Suite 103
Tusla, Oklahoma 74114

All payments of any amount held in the Escrow Account shall be made by wire transfer of immediately available funds or if otherwise specified by check as set forth in the Release Instruction of Final Determination.

Any authorization or instructions setting forth, claiming, containing, objecting to, or in any way related to the transfer or distribution of funds on deposit in the Escrow Account under the terms of this agreement must be in writing, executed by the appropriate party(s) containing the appropriate signature(s) and delivered to the Escrow Agent by email or fax. If by fax the original signed authorization or instructions must be emailed to the Escrow Agent within two days of the fax delivery. Upon receipt of the forwarded document, the Escrow Agent reserves the right to seek confirmation via a confirmation phone call. If the Escrow Agent is not able to obtain confirmation from the proper party (s), the Escrow Agent will not execute the wire transfer until telephonic confirmation of the authority to transfer is provided by the proper party (s).

Escrow Agent. The Escrow Agent owes a strict duty to the involved parties to ensure that all requirements set forth in the terms and conditions of the transaction are fully satisfied. The Escrow Agent will not be responsible for, nor chargeable the knowledge of any agreements between the parties that are not included in and clearly set forth in the terms and conditions of the transaction and Escrow Agreement.

The Escrow Agent may rely upon and shall not be liable for acting or refraining from acting upon any Release Instruction of Final Determination, of written authority to release and or wire funds furnished to it here under and believed to be genuine and have been signed and presented by authorized signer of the proper party(s). The Escrow Agent shall have no duty to inquire or investigate into the validity, accuracy or content of any such document, notice, instruction or request.

The Escrow Agent herein sole purpose and capacity is to fulfill his fiduciary responsibility of safe guarding and forwarding funds for the involved parties to facilitate financial transactions by the involved parties. The Escrow Agent herein has not duty to, nor engages in soliciting contracts, buyers, sellers, customers or purchase orders.

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Resignation and Discharge of Escrow Agent: The Escrow Agent may resign or may be discharged with or without cause by the providing written notice by the Escrow Agent.

Fees and Expenses: The fees agreed upon for the services rendered herein by the Escrow Agent shall be full compensation for the Escrow Agent services as contemplated by this agreement. The Escrow Agent fees cover the administration and safe keeping of funds deposited in the Escrow Account, maintenance of the of the applicable Escrow Account records, oversight and the facilitation of the authorized disbursements, receiving, confirming, ensuring accuracy and timely.

Indemnity. Each party shall jointly and severally indemnify, defend and hold harmless the Escrow Agent for and against any losses, damage claims, liabilities, penalties, judgments, actions, suits, litigation, cost and expenses arising out of the Escrow Agent's execution and performance of his duties under this agreement.

Compliance with Prevailing Laws: To comply with all applicable governmental laws, the parties agree to provide the Escrow Agent with the name, address, taxpayer identification number and remitting bank for all parties depositing funds in the Escrow Account.

Terms of Release of Funds: Each transaction must establish and agree upon the terms and conditions required to funds. Once the agreed upon terms and conditions have been met, all parties to the transaction shall sign the Escrow Agreement authorizing the release of the specified amount of funds from the Escrow Account to the designated Seller.

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GEC
Explorations Inc.
GROUND, AIR & SEA

2121 South Columbia, Suite 103
Tulsa, Oklahoma 74114

Beneficiary GEC Explorations Inc.
Bank: Prosperity Bank
Bank Address: 1301 N Mechanic St., El Campo, TX 77437
Branch: 133 South Harvard, Tulsa, OK 74112
Account Number: 219461237
Routing number: 113122655
Swift PROYUS44

Specified terms Release of Funds From Escrow:

Amount: \$100,000.00 USD
For Use of LC establishment for manufacturer of nitrile gloves for the cost of \$7,850,000.00

Commodity: Nitrile Gloves

Payment utilized is to facilitate the transaction based on Proforma invoice.

The following terms and conditions for the release of funds to the seller will apply therein:

The LC will be established for the use of the purchase of nitrile gloves provided by manufacturer/
distributor.

Term of the monetization shall be returned within 360 days.

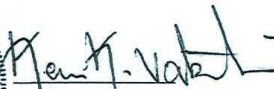
LC is issued to manufacture and bank fees are accrued, payment is not refundable, however if LC
is not issued to manufacture, payment will be refundable.

Approved and Adopted By:


Sonia Kumar

GEC Explorations, I





Kevin Vakili
KMI Group, Inc

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(866) 822-5794  info@gecexp.com