

Parties and Abbreviations

BCM Restaurant Services LLC (BCM)

Jai Pal (JP)

Michael Taylor (MT)

Member Purchase Agreement (MPA)

Michael Liu (ML)

Ahmed Uwhubetine (AU)

Erin Coy General Manager (EC)

Dewayne Martin (DM)

Partnership between Michael Taylor, Ahmed Uwhubetine, and Jai Pal (1201)

Trap City Cafe (Trap City Cafe)

Paul Wellbourne JP's Attorney (PW)

Alan Kan - Childhood friend of Michael Liu and Independent Attorney (Temporary Counsel)

JP has been my client for over 15 years, and we have a close business relationship. I also assist him with matters outside of the point-of-sale (POS) operations.

As far back as 2019, I started helping Jay Paul find a buyer for his operations because he was considering selling or bringing in a manager. I assisted him out of goodwill, and he offered and assured me a payment of \$25,000 at the restaurant upon the sale of the business as a token of appreciation for my assistance.

First, we engaged a management team with a plan and vision for the restaurant's success. However, Jay Paul and the team did not see eye to eye, and it didn't work out. In that situation, Jay Paul didn't pay one of the managers according to the temporary agreement, and I ended up covering the last check for the operating managers as it didn't work out.

After a few more attempts to find someone JP felt comfortable with, we ended up with Mike Taylor and Ahmed, and I considered investing with them. Michael Taylor ended up signing the [Merchant Purchase Agreement July 31](#) to join BCM services as a member, while Jay Paul was paid \$300,000 of \$375,000. At the execution of the agreement with a \$75,000 balance membership interest due to the liquor license being in his name.

After facing delays and spending an additional unconfirmed amount of \$400,000 to \$500,000 during the rebuilding process, we finally opened the restaurant.

After Opening around September 2022 , there have been numerous management and communication issues among the managers, owners, and even between the owners themselves. As a result,

Mike Taylor positioned himself as the operating manager, and Ahmed and I eventually stepped back from the operations due to our involvement in other businesses and the unproductive drama and conflicts.

Nevertheless, both Mike Taylor and JP frequently requested contributions from the non-operating managers. To cover anything from Payroll, Produce and sales taxes, and Past reimbursements for accounting services.

However, with no transparency regarding the deposit or spending from the bank account, I could no longer contribute unless certain things were clarified.

I attempted to communicate with Mike, Akmed, and Jay together, proposing a new, comprehensive operating agreement for BCM that clearly defined ownership and the involvement of all individuals or entities. However, this attempt was unsuccessful.

Subsequently, I retained Dewayne Martin, who has represented Mike and Akmed while also involved in the closing of the original agreement with JP.

I engaged Dewayne to assist in defining the equity and contributions made to the restaurant, aiming to establish clear operating rules and resolve partnership legalities. The equity distribution per party was unclear due to the lack of information regarding actual investments from all parties, except for myself.

[Retain DM for MOU](#)

To ensure proper documentation of each party's interest, I suggested specific language for a memorandum of understanding (MOU) that outlined the number of shares or interest for each member. I emphasized the importance of each member's K-1 forms for losses incurred in 2021 and 2022, as well as the right of first refusal for each member in case of a sale of the 1201 business.

After persistently addressing the suppression of my membership interest, as well as Akmed's, for over two months,

In short, my attempts were unsuccessful, and Mike Taylor mentioned the possibility of selling the business. This prompted my strong desire to resolve the situation, even offering to pay Mike to step aside and take his share. However, he declined, repeatedly reminding me that Jay Paul did not want to work with me.

[Default Letter](#)

JP sent a default letter addressed only to Mike Taylor with a 10 day Cure period, without mentioning the 1201 business entity or Michael or Akmed. As soon as I became aware of the default letter,

I sent a response([ML response to Default](#)) to JP and his counsel, suggesting that the sale of the business of a change of control while suppressing the other vested parties , would be a violation of partnership act and fiduciary duties.

There was no response

[Letter From Alan](#)

We had Alan Kan send [Letter From Alan](#) on our behalf to JP counsel , to make JP and PW (Counsel) aware of our claim to the interest in BCM.

PW responded [Reply from PW to AK](#)

Unsent Response from Michael Liu

Paragraph 5 of the Operating Agreement, titled "Pledge of Interest," states: "As Security for the payment of the Purchase Price, Purchaser hereby pledges his entire ownership of membership interest in the Company, in the event of any default in the payment of the Purchase Price, Purchaser shall convey his entire membership interest in the Company to Seller unless Purchaser cures such default within ten (10) days after Seller provide Purchaser with written notice of such default. As long as the Purchaser is not is not in default in the payment of Purchase Price, Seller agrees that Seller shall not assert any rights as a member in the Company."

1. The check written to Jai Pal Yadav with the note stating "1201 business" suggests that he was asserting his ownership interest in BCM Restaurant Services, LLC. By accepting a check made out to his name with the specific reference to the business, it implies that Jai Pal Yadav recognized and acknowledged his ownership rights in the company, Which also clearly was aware of our interest in the company.

IP PAYWARE, LLC.
875 OLD ROSWELL RD. STE. A700
ROSWELL, GA 30076

1109

64-5/610 GA
577

DATE 11/15/2022

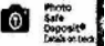
PAY
TO THE
ORDER OF

JAI PAL YADAV

\$ 21000⁰⁰

Twenty-one thousand Only

DOLLARS



Bank of America

ACH R/T 051000052

FOR

BCM Ref Account, been other service
for 2022

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