

Form 990-PF

Department of the Treasury
Internal Revenue ServiceRETURNED TO NOVEMBER 16, 2020
Return of Private Foundation

or Section 4947(a)(1) Trust Treated as Private Foundation

- Do not enter social security numbers on this form as it may be made public.
Go to www.irs.gov/Form990PF for instructions and the latest information.

2949114202305

OMB No 1545-0047

2019

Open to Public Inspection

For calendar year 2019 or tax year beginning

, and ending

Name of foundation

PAUL MARCIANO FOUNDATION

Number and street (or P.O. box number if mail is not delivered to street address)

144 S. BEVERLY DR. #600

City or town, state or province, country, and ZIP or foreign postal code

BEVERLY HILLS, CA 90212

G Check all that apply:

☐ Initial return☐ Final return☐ Address change☐ Initial return of a former public charity☐ Amended return☐ Name change

H Check type of organization:

☒ Section 501(c)(3) exempt private foundation☐ Section 4947(a)(1) nonexempt charitable trust ☐ Other taxable private foundation

I Fair market value of all assets at end of year

(from Part II, col (c), line 16)

\$ 59,612,037.

J Accounting method: ☒ Cash ☐ Accrual☐ Other (specify)

(Part I, column (d), must be on cash basis.)

A Employer identification number

42-1745335

B Telephone number

(310) 246-1146

C If exemption application is pending, check here ☐D 1 Foreign organizations, check here ☐2 Foreign organizations meeting the 85% test, check here and attach computation ☐E If private foundation status was terminated under section 507(b)(1)(A), check here ☐F If the foundation is in a 60-month termination under section 507(b)(1)(B), check here ☐

Part I Analysis of Revenue and Expenses

(The total of amounts in columns (b), (c), and (d) may not necessarily equal the amounts in column (a).)

(a) Revenue and expenses per books

(b) Net investment income

(c) Adjusted net income

(d) Disbursements for charitable purposes (cash basis only)

Revenue	1	Contributions, gifts, grants, etc., received				
	2	Check ☒ If the foundation is not required to attach Sch. B				
	3	Interest on savings and temporary cash investments				
	4	Dividends and interest from securities	1,002,585.	1,002,585.		STATEMENT 1
	5a	Gross rents				
	b	Net rental income or (loss)				
	6a	Net gain or (loss) from sale of assets not on line 10	6,165,225.			
	b	Gross sales price for all assets on line 6a	16,733,448.			
	7	Capital gain net income (from Part IV, line 2)		6,165,225.		
	8	Net short-term capital gain				
	9	Income modifications				
	10a	Gross sales less returns and allowances				
Operating and Administrative Expenses	b	Less Cost of goods sold				
	c	Gross profit or (loss)				
	11	Other income	-494,867.	-494,867.	0.	STATEMENT 2
	12	Total. Add lines 1 through 11	6,672,943.	6,672,943.	0.	
	13	Compensation of officers, directors, trustees, etc	0.	0.	0.	0.
	14	Other employee salaries and wages				
	15	Pension plans, employee benefits				
	16a	Legal fees STMT 3	3,839.	0.	0.	3,839.
	b	Accounting fees STMT 4	24,469.	0.	0.	0.
	c	Other professional fees STMT 5	46,751.	46,751.	0.	0.
	17	Interest				
	18	Taxes STMT 6	10,308.	0.	0.	10,308.
	19	Depreciation and depletion				
	20	Occupancy				
	21	Travel, conferences, and meetings				
	22	Printing and publications				
	23	Other expenses				
	24	Total operating and administrative expenses. Add lines 13 through 23	85,367.	46,751.	0.	14,147.
	25	Contributions, gifts, grants paid	4,789,700.			4,789,700.
	26	Total expenses and disbursements. Add lines 24 and 25	4,875,067.	46,751.	0.	4,803,847.
	27	Subtract line 26 from line 12:				
	a	Excess of revenue over expenses and disbursements	1,797,876.			
	b	Net investment income (if negative, enter -0-)		6,626,192.		
	c	Adjusted net income (if negative, enter -0-)			0.	

Part II Balance Sheets Attached schedules and amounts in the description column should be for end-of-year amounts only

		Beginning of year	End of year	
		(a) Book Value	(b) Book Value	(c) Fair Market Value
Assets	1 Cash - non-interest-bearing	1,854,163.	556,313.	556,313.
	2 Savings and temporary cash investments	500,382.	12,119,300.	12,119,300.
	3 Accounts receivable ▶ 239,083.			
	Less: allowance for doubtful accounts ▶	203,375.	239,083.	239,083.
	4 Pledges receivable ▶			
	Less: allowance for doubtful accounts ▶			
	5 Grants receivable			
	6 Receivables due from officers, directors, trustees, and other disqualified persons			
	7 Other notes and loans receivable ▶			
	Less: allowance for doubtful accounts ▶			
	8 Inventories for sale or use			
	9 Prepaid expenses and deferred charges			
	10a Investments - U.S. and state government obligations			
	b Investments - corporate stock			
	c Investments - corporate bonds			
	11 Investments - land, buildings, and equipment basis ▶			
Less accumulated depreciation ▶				
12 Investments - mortgage loans				
13 Investments - other \$TMT 8	33,316,593.	23,257,693.	46,697,341.	
14 Land, buildings, and equipment: basis ▶				
Less accumulated depreciation ▶				
15 Other assets (describe ▶)				
16 Total assets (to be completed by all filers - see the instructions. Also, see page 1, item I)	35,874,513.	36,172,389.	59,612,037.	
Liabilities	17 Accounts payable and accrued expenses	3,119.	3,119.	
	18 Grants payable			
	19 Deferred revenue			
	20 Loans from officers, directors, trustees, and other disqualified persons			
	21 Mortgages and other notes payable	1,500,000.		
	22 Other liabilities (describe ▶)			
23 Total liabilities (add lines 17 through 22)	1,503,119.	3,119.		
Net Assets or Fund Balances	Foundations that follow FASB ASC 958, check here ▶ ☐			
	and complete lines 24, 25, 29, and 30.			
	24 Net assets without donor restrictions			
	25 Net assets with donor restrictions			
	Foundations that do not follow FASB ASC 958, check here ▶ ☒			
	and complete lines 26 through 30			
	26 Capital stock, trust principal, or current funds	0.	0.	
	27 Paid-in or capital surplus, or land, bldg, and equipment fund	0.	0.	
	28 Retained earnings, accumulated income, endowment, or other funds	34,371,394.	36,169,270.	
29 Total net assets or fund balances	34,371,394.	36,169,270.		
30 Total liabilities and net assets/fund balances	35,874,513.	36,172,389.		

Part III Analysis of Changes in Net Assets or Fund Balances

1 Total net assets or fund balances at beginning of year - Part II, column (a), line 29 (must agree with end-of-year figure reported on prior year's return)	1	34,371,394.
2 Enter amount from Part I, line 27a	2	1,797,876.
3 Other increases not included in line 2 (itemize) ▶	3	0.
4 Add lines 1, 2, and 3	4	36,169,270.
5 Decreases not included in line 2 (itemize) ▶	5	0.
6 Total net assets or fund balances at end of year (line 4 minus line 5) - Part II, column (b), line 29	6	36,169,270.

Form 990-PF (2019)

PAUL MARCIANO FOUNDATION

Part IV Capital Gains and Losses for Tax on Investment Income

(a) List and describe the kind(s) of property sold, e.g., real estate, 2-story brick warehouse, or common stock, 200 shs. MLC Co.		(b) How acquired P - Purchase D - Donation	(c) Date acquired (mo., day, yr.)	(d) Date sold (mo., day, yr.)
1a	10,350 SHS COMM SERV SELECT SECTOR SPDR	P	09/24/18	10/25/19
b	5,000 SHS NETFLIX INC	P	09/24/13	08/13/19
c	19,000 SHS NETFLIX INC	P	VARIOUS	10/25/19
d	10,000 SHS THE KRAFT HEINZ CO	P	11/14/13	10/25/19
e	US TRUST (STMT A)	P	VARIOUS	12/31/19
f	US TRUST (STMT A)	P	VARIOUS	12/31/19
g	GAIN ON DISPOSAL OF INV-THIRD POINT PARTNERS	P	09/28/15	07/23/01
h	CAPITAL GAINS DIVIDENDS			
i				
j				
k				
l				
m				
n				
o				

(e) Gross sales price	(f) Depreciation allowed (or allowable)	(g) Cost or other basis plus expense of sale	(h) Gain or (loss) (e) plus (f) minus (g)
a 519,870.		499,601.	20,269.
b 1,553,270.		218,600.	1,334,670.
c 5,243,358.		1,049,438.	4,193,920.
d 283,058.		507,004.	-223,946.
e 2,192,147.		2,131,284.	60,863.
f 3,092,044.		3,162,296.	-70,252.
g 3,833,684.		3,000,000.	833,684.
h 16,017.			16,017.
i			
j			
k			
l			
m			
n			
o			

Complete only for assets showing gain in column (h) and owned by the foundation on 12/31/69

(i) F.M.V. as of 12/31/69	(j) Adjusted basis as of 12/31/69	(k) Excess of col. (i) over col. (j), if any	(l) Losses (from col. (h)) Gains (excess of col. (h) gain over col. (k), but not less than "-0-")
a			20,269.
b			1,334,670.
c			4,193,920.
d			-223,946.
e			60,863.
f			-70,252.
g			833,684.
h			16,017.
i			
j			
k			
l			
m			
n			
o			

2 Capital gain net income or (net capital loss) { If gain, also enter in Part I, line 7 If (loss), enter "-0-" in Part I, line 7 }	2	6,165,225.
3 Net short-term capital gain or (loss) as defined in sections 1222(5) and (6) If gain, also enter in Part I, line 8, column (c) If (loss), enter "-0-" in Part I, line 8 }	3	N/A

Part IV Capital Gains and Losses for Tax on Investment Income

(a) List and describe the kind(s) of property sold (for example, real estate, 2-story brick warehouse; or common stock, 200 shs. MLC Co.)	(b) How acquired P - Purchase D - Donation	(c) Date acquired (mo., day, yr.)	(d) Date sold (mo., day, yr.)
1a			
b SEE ATTACHED STATEMENT			
c			
d			
e			

(e) Gross sales price	(f) Depreciation allowed (or allowable)	(g) Cost or other basis plus expense of sale	(h) Gain or (loss) ((e) plus (f) minus (g))
a			
b			
c			
d			
e 16,733,448.		10,568,223.	6,165,225.

Complete only for assets showing gain in column (h) and owned by the foundation on 12/31/69.

(i) FMV as of 12/31/69	(j) Adjusted basis as of 12/31/69	(k) Excess of col. (i) over col. (j), if any	(l) Gains (Col. (h) gain minus col. (k), but not less than -0-) or Losses (from col. (h))
a			
b			
c			
d			
e			6,165,225.

2 Capital gain net income or (net capital loss) { If gain, also enter in Part I, line 7 If (loss), enter -0- in Part I, line 7 }	2	6,165,225.
3 Net short-term capital gain or (loss) as defined in sections 1222(5) and (6): If gain, also enter in Part I, line 8, column (c). If (loss), enter -0- in Part I, line 8 }	3	N/A

Part V Qualification Under Section 4940(e) for Reduced Tax on Net Investment Income

(For optional use by domestic private foundations subject to the section 4940(a) tax on net investment income.)

If section 4940(d)(2) applies, leave this part blank.

Was the foundation liable for the section 4942 tax on the distributable amount of any year in the base period?

☐ Yes ☒ No

If "Yes," the foundation doesn't qualify under section 4940(e). Do not complete this part.

1 Enter the appropriate amount in each column for each year; see the instructions before making any entries.

(a) Base period years Calendar year (or tax year beginning in)	(b) Adjusted qualifying distributions	(c) Net value of noncharitable-use assets	(d) Distribution ratio (col. (b) divided by col. (c))
2018	8,757,305.	64,828,050.	.135085
2017	7,886,437.	58,771,044.	.134189
2016	3,592,567.	54,775,726.	.065587
2015	2,878,295.	58,036,671.	.049594
2014	2,420,579.	59,634,318.	.040590

2 Total of line 1, column (d)	2	.425045
3 Average distribution ratio for the 5-year base period - divide the total on line 2 by 5.0, or by the number of years the foundation has been in existence if less than 5 years	3	.085009
4 Enter the net value of noncharitable-use assets for 2019 from Part X, line 5	4	60,119,971.
5 Multiply line 4 by line 3	5	5,110,739.
6 Enter 1% of net investment income (1% of Part I, line 27b)	6	66,262.
7 Add lines 5 and 6	7	5,177,001.
8 Enter qualifying distributions from Part XII, line 4	8	4,803,847.

If line 8 is equal to or greater than line 7, check the box in Part VI, line 1b, and complete that part using a 1% tax rate.
See the Part VI instructions.

Part VI Excise Tax Based on Investment Income (Section 4940(a), 4940(b), 4940(e), or 4948 - see instructions)

1a	Exempt operating foundations described in section 4940(d)(2), check here ☐ and enter "N/A" on line 1. Date of ruling or determination letter: _____ (attach copy of letter if necessary-see instructions)		
b	Domestic foundations that meet the section 4940(e) requirements in Part V, check here ☐ and enter 1% of Part I, line 27b	1	132,524.
c	All other domestic foundations enter 2% of line 27b. Exempt foreign organizations, enter 4% of Part I, line 12, col. (b)		
2	Tax under section 511 (domestic section 4947(a)(1) trusts and taxable foundations only; others, enter -0-)	2	0.
3	Add lines 1 and 2	3	132,524.
4	Subtitle A (income) tax (domestic section 4947(a)(1) trusts and taxable foundations only; others, enter -0-)	4	0.
5	Tax based on investment income Subtract line 4 from line 3. If zero or less, enter -0-	5	132,524.
6	Credits/Payments:		
a	2019 estimated tax payments and 2018 overpayment credited to 2019	6a	20,131.
b	Exempt foreign organizations - tax withheld at source	6b	0.
c	Tax paid with application for extension of time to file (Form 8868)	6c	60,000.
d	Backup withholding erroneously withheld	6d	0.
7	Total credits and payments Add lines 6a through 6d	7	80,131.
8	Enter any penalty for underpayment of estimated tax Check here ☒ if Form 2220 is attached	8	3,923.
9	Tax due If the total of lines 5 and 8 is more than line 7, enter amount owed SEE STATEMENT 9	9	56,316.
10	Overpayment If line 7 is more than the total of lines 5 and 8, enter the amount overpaid	10	
11	Enter the amount of line 10 to be Credited to 2020 estimated tax Refunded	11	

Part VII-A Statements Regarding Activities

	Yes	No
1a During the tax year, did the foundation attempt to influence any national, state, or local legislation or did it participate or intervene in any political campaign?		X
b Did it spend more than \$100 during the year (either directly or indirectly) for political purposes? See the instructions for the definition. If the answer is "Yes" to 1a or 1b, attach a detailed description of the activities and copies of any materials published or distributed by the foundation in connection with the activities.		X
c Did the foundation file Form 1120-POL for this year?		X
d Enter the amount (if any) of tax on political expenditures (section 4955) imposed during the year: (1) On the foundation. \$ 0. (2) On foundation managers \$ 0.		
e Enter the reimbursement (if any) paid by the foundation during the year for political expenditure tax imposed on foundation managers. \$ 0.		
2 Has the foundation engaged in any activities that have not previously been reported to the IRS? If "Yes," attach a detailed description of the activities.		X
3 Has the foundation made any changes, not previously reported to the IRS, in its governing instrument, articles of incorporation, or bylaws, or other similar instruments? If "Yes," attach a conformed copy of the changes		X
4a Did the foundation have unrelated business gross income of \$1,000 or more during the year?	X	
b If "Yes," has it filed a tax return on Form 990-T for this year?	X	
5 Was there a liquidation, termination, dissolution, or substantial contraction during the year? If "Yes," attach the statement required by General Instruction T		X
6 Are the requirements of section 508(e) (relating to sections 4941 through 4945) satisfied either: • By language in the governing instrument, or • By state legislation that effectively amends the governing instrument so that no mandatory directions that conflict with the state law remain in the governing instrument?	X	
7 Did the foundation have at least \$5,000 in assets at any time during the year? If "Yes," complete Part II, col. (c), and Part XV	X	
8a Enter the states to which the foundation reports or with which it is registered. See instructions. <u>NV, CA</u>		
b If the answer is "Yes" to line 7, has the foundation furnished a copy of Form 990-PF to the Attorney General (or designate) of each state as required by General Instruction G? If "No," attach explanation	X	
9 Is the foundation claiming status as a private operating foundation within the meaning of section 4942(j)(3) or 4942(j)(5) for calendar year 2019 or the tax year beginning in 2019? See the instructions for Part XIV. If "Yes," complete Part XIV		X
10 Did any persons become substantial contributors during the tax year? If "Yes," attach a schedule listing their names and addresses		X

Form 990-PF (2019)

Part VII-A Statements Regarding Activities (continued)

	Yes	No
11 At any time during the year, did the foundation, directly or indirectly, own a controlled entity within the meaning of section 512(b)(13)? If "Yes," attach schedule. See instructions.		X
12 Did the foundation make a distribution to a donor advised fund over which the foundation or a disqualified person had advisory privileges? If "Yes," attach statement. See instructions.		X
13 Did the foundation comply with the public inspection requirements for its annual returns and exemption application? Website address: <u>N/A</u>	X	
14 The books are in care of: <u>JENNIFER GROSS</u> Telephone no.: <u>(310) 246-1146</u> Located at: <u>144 S. BEVERLY DR. #600, BEVERLY HILLS, CA</u> ZIP+4: <u>90212</u>		
15 Section 4947(a)(1) nonexempt charitable trusts filing Form 990-PF in lieu of Form 1041 - check here and enter the amount of tax-exempt interest received or accrued during the year: <u>15</u> <u>N/A</u>		
16 At any time during calendar year 2019, did the foundation have an interest in or a signature or other authority over a bank, securities, or other financial account in a foreign country? See the instructions for exceptions and filing requirements for FinCEN Form 114. If "Yes," enter the name of the foreign country: <u></u>		X

Part VII-B Statements Regarding Activities for Which Form 4720 May Be Required

File Form 4720 if any item is checked in the "Yes" column, unless an exception applies.

	Yes	No
1a During the year, did the foundation (either directly or indirectly): (1) Engage in the sale or exchange, or leasing of property with a disqualified person? ☐ Yes ☒ No (2) Borrow money from, lend money to, or otherwise extend credit to (or accept it from) a disqualified person? ☐ Yes ☒ No (3) Furnish goods, services, or facilities to (or accept them from) a disqualified person? ☐ Yes ☒ No (4) Pay compensation to, or pay or reimburse the expenses of, a disqualified person? ☐ Yes ☒ No (5) Transfer any income or assets to a disqualified person (or make any of either available for the benefit or use of a disqualified person)? ☐ Yes ☒ No (6) Agree to pay money or property to a government official? (Exception: Check "No" if the foundation agreed to make a grant to or to employ the official for a period after termination of government service, if terminating within 90 days.) ☐ Yes ☒ No		
b If any answer is "Yes" to 1a(1)-(6), did any of the acts fail to qualify under the exceptions described in Regulations section 53.4941(d)-3 or in a current notice regarding disaster assistance? See instructions. Organizations relying on a current notice regarding disaster assistance, check here. <u>N/A</u>		
c Did the foundation engage in a prior year in any of the acts described in 1a, other than excepted acts, that were not corrected before the first day of the tax year beginning in 2019? <u>1c</u>		X
2 Taxes on failure to distribute income (section 4942) (does not apply for years the foundation was a private operating foundation defined in section 4942(j)(3) or 4942(j)(5)): a At the end of tax year 2019, did the foundation have any undistributed income (Part XIII, lines 6d and 6e) for tax year(s) beginning before 2019? ☐ Yes ☒ No If "Yes," list the years: <u></u> b Are there any years listed in 2a for which the foundation is not applying the provisions of section 4942(a)(2) (relating to incorrect valuation of assets) to the year's undistributed income? (If applying section 4942(a)(2) to all years listed, answer "No" and attach statement - see instructions.) <u>N/A</u> c If the provisions of section 4942(a)(2) are being applied to any of the years listed in 2a, list the years here: <u></u>		
3a Did the foundation hold more than a 2% direct or indirect interest in any business enterprise at any time during the year? ☐ Yes ☒ No b If "Yes," did it have excess business holdings in 2019 as a result of (1) any purchase by the foundation or disqualified persons after May 26, 1969; (2) the lapse of the 5-year period (or longer period approved by the Commissioner under section 4943(c)(7)) to dispose of holdings acquired by gift or bequest; or (3) the lapse of the 10-, 15-, or 20-year first phase holding period? (Use Form 4720, Schedule C, to determine if the foundation had excess business holdings in 2019.) <u>N/A</u>		
4a Did the foundation invest during the year any amount in a manner that would jeopardize its charitable purposes? b Did the foundation make any investment in a prior year (but after December 31, 1969) that could jeopardize its charitable purpose that had not been removed from jeopardy before the first day of the tax year beginning in 2019?		X

Form 990-PF (2019)

Part VII-B Statements Regarding Activities for Which Form 4720 May Be Required (continued)

5a During the year, did the foundation pay or incur any amount to:

(1) Carry on propaganda, or otherwise attempt to influence legislation (section 4945(e))?

☐ Yes ☒ No

(2) Influence the outcome of any specific public election (see section 4955); or to carry on, directly or indirectly, any voter registration drive?

☐ Yes ☒ No

(3) Provide a grant to an individual for travel, study, or other similar purposes?

☐ Yes ☒ No

(4) Provide a grant to an organization other than a charitable, etc., organization described in section 4945(d)(4)(A)? See instructions

☒ Yes ☐ No

(5) Provide for any purpose other than religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals?

☐ Yes ☒ No

b If any answer is "Yes" to 5a(1)-(5), did any of the transactions fail to qualify under the exceptions described in Regulations section 53.4945 or in a current notice regarding disaster assistance? See instructions

Organizations relying on a current notice regarding disaster assistance, check here

☐

c If the answer is "Yes" to question 5a(4), does the foundation claim exemption from the tax because it maintained expenditure responsibility for the grant?

SEE STATEMENT 12

☒ Yes ☐ No

If "Yes," attach the statement required by Regulations section 53.4945-5(d).

6a Did the foundation, during the year, receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?

☐ Yes ☒ No

b Did the foundation, during the year, pay premiums, directly or indirectly, on a personal benefit contract?

If "Yes" to 6b, file Form 8870.

☐ Yes ☒ No

7a At any time during the tax year, was the foundation a party to a prohibited tax shelter transaction?

b If "Yes," did the foundation receive any proceeds or have any net income attributable to the transaction?

☐ Yes ☒ No

N/A

8 Is the foundation subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year?

☐ Yes ☒ No**Part VIII Information About Officers, Directors, Trustees, Foundation Managers, Highly Paid Employees, and Contractors**

1 List all officers, directors, trustees, and foundation managers and their compensation.

(a) Name and address	(b) Title, and average hours per week devoted to position	(c) Compensation (If not paid, enter -0-)	(d) Contributions to employee benefit plans and deferred compensation	(e) Expense account, other allowances
PAUL MARCIANO, DIRECTOR AND PRESIDENT 144 S. BEVERLY DR. #600 BEVERLY HILLS, CA 90212	PRESIDENT 0.00	0.	0.	0.

2 Compensation of five highest-paid employees (other than those included on line 1). If none, enter "NONE."

(a) Name and address of each employee paid more than \$50,000	(b) Title, and average hours per week devoted to position	(c) Compensation	(d) Contributions to employee benefit plans and deferred compensation	(e) Expense account, other allowances
NONE				

Total number of other employees paid over \$50,000

0

Form 990-PF (2019)

Part X Minimum Investment Return (All domestic foundations must complete this part. Foreign foundations, see instructions.)

1	Fair market value of assets not used (or held for use) directly in carrying out charitable, etc., purposes:		
a	Average monthly fair market value of securities	1a	55,319,842.
b	Average of monthly cash balances	1b	5,715,662.
c	Fair market value of all other assets	1c	
d	Total (add lines 1a, b, and c)	1d	61,035,504.
e	Reduction claimed for blockage or other factors reported on lines 1a and 1c (attach detailed explanation)	1e	0.
2	Acquisition indebtedness applicable to line 1 assets	2	0.
3	Subtract line 2 from line 1d	3	61,035,504.
4	Cash deemed held for charitable activities. Enter 1 1/2% of line 3 (for greater amount, see instructions)	4	915,533.
5	Net value of noncharitable-use assets Subtract line 4 from line 3. Enter here and on Part V, line 4	5	60,119,971.
6	Minimum investment return Enter 5% of line 5	6	3,005,999.

Part XI Distributable Amount (see instructions) (Section 4942(j)(3) and (j)(5) private operating foundations and certain foreign organizations, check here ☐ and do not complete this part.)

1	Minimum investment return from Part X, line 6	1	3,005,999.
2a	Tax on investment income for 2019 from Part VI, line 5	2a	132,524.
b	Income tax for 2019. (This does not include the tax from Part VI.)	2b	
c	Add lines 2a and 2b	2c	132,524.
3	Distributable amount before adjustments Subtract line 2c from line 1	3	2,873,475.
4	Recoveries of amounts treated as qualifying distributions	4	0.
5	Add lines 3 and 4	5	2,873,475.
6	Deduction from distributable amount (see instructions)	6	0.
7	Distributable amount as adjusted. Subtract line 6 from line 5. Enter here and on Part XIII, line 1	7	2,873,475.

Part XII Qualifying Distributions (see instructions)

1	Amounts paid (including administrative expenses) to accomplish charitable, etc., purposes:		
a	Expenses, contributions, gifts, etc. - total from Part I, column (d), line 26	1a	4,803,847.
b	Program-related investments - total from Part IX-B	1b	0.
2	Amounts paid to acquire assets used (or held for use) directly in carrying out charitable, etc., purposes	2	
3	Amounts set aside for specific charitable projects that satisfy the:		
a	Suitability test (prior IRS approval required)	3a	
b	Cash distribution test (attach the required schedule)	3b	
4	Qualifying distributions Add lines 1a through 3b. Enter here and on Part V, line 8; and Part XIII, line 4	4	4,803,847.
5	Foundations that qualify under section 4940(e) for the reduced rate of tax on net investment income. Enter 1% of Part I, line 27b	5	0.
6	Adjusted qualifying distributions. Subtract line 5 from line 4	6	4,803,847.

Note: The amount on line 6 will be used in Part V, column (b), in subsequent years when calculating whether the foundation qualifies for the section 4940(e) reduction of tax in those years.

Part XIII Undistributed Income (see instructions)

	(a) Corpus	(b) Years prior to 2018	(c) 2018	(d) 2019
1 Distributable amount for 2019 from Part XI, line 7				2,873,475.
2 Undistributed income, if any, as of the end of 2019				
a Enter amount for 2018 only			0.	
b Total for prior years		0.		
3 Excess distributions carryover, if any, to 2019:				
a From 2014				
b From 2015				
c From 2016				
d From 2017	3,166,091.			
e From 2018	5,561,892.			
f Total of lines 3a through e	8,727,983.			
4 Qualifying distributions for 2019 from Part XII, line 4: ► \$ 4,803,847.				
a Applied to 2018, but not more than line 2a			0.	
b Applied to undistributed income of prior years (Election required - see instructions)		0.		
c Treated as distributions out of corpus (Election required - see instructions)	0.			
d Applied to 2019 distributable amount				2,873,475.
e Remaining amount distributed out of corpus	1,930,372.			
5 Excess distributions carryover applied to 2019 (If an amount appears in column (d), the same amount must be shown in column (a))	0.			0.
6 Enter the net total of each column as indicated below:				
a Corpus. Add lines 3f, 4c, and 4e. Subtract line 5	10,658,355.			
b Prior years' undistributed income. Subtract line 4b from line 2b		0.		
c Enter the amount of prior years' undistributed income for which a notice of deficiency has been issued, or on which the section 4942(a) tax has been previously assessed		0.		
d Subtract line 6c from line 6b. Taxable amount - see instructions		0.		
e Undistributed income for 2018. Subtract line 4a from line 2a. Taxable amount - see instr.			0.	
f Undistributed income for 2019. Subtract lines 4d and 5 from line 1. This amount must be distributed in 2020				0.
7 Amounts treated as distributions out of corpus to satisfy requirements imposed by section 170(b)(1)(F) or 4942(g)(3) (Election may be required - see instructions)	0.			
8 Excess distributions carryover from 2014 not applied on line 5 or line 7	0.			
9 Excess distributions carryover to 2020. Subtract lines 7 and 8 from line 6a	10,658,355.			
10 Analysis of line 9:				
a Excess from 2015				
b Excess from 2016				
c Excess from 2017	3,166,091.			
d Excess from 2018	5,561,892.			
e Excess from 2019	1,930,372.			

N/A

- b** Check box to indicate whether the foundation is a private operating foundation described in section

☐ 4942(j)(3) or ☒ 4942(j)(5)

- [illegible]

6850 1

Part XV Supplementary Information (continued)**3** Grants and Contributions Paid During the Year or Approved for Future Payment

Recipient	If recipient is an individual, show any relationship to any foundation manager or substantial contributor	Foundation status of recipient	Purpose of grant or contribution	Amount
Name and address (home or business)				
a Paid during the year				
FRIENDS OF THE ISRAELI DEFENSE FORCE 6505 WILSHIRE BLVD STE 625 LOS ANGELES, CA 90048	NO RELATIONSHIP	EXEMPT ORGANIZATION	RELIGIOUS PROGRAMS	804,700.
HARVARD WESTLAKE SCHOOL 700 N FARING ROAD LOS ANGELES, CA 90077	NO RELATIONSHIP	EXEMPT ORGANIZATION	EDUCATIONAL PROGRAMS	500,000.
MAURICE AND PAUL MARCIANO ART FOUNDATION (SEE ATTACHED STMT B) 144 S. BEVERLY DR. #600 BEVERLY HILLS, CA 90212	DIRECTOR	PRIVATE OPERATING FOUNDATION	SEE "EXPENDITURE RESPONSIBILITY" REPORT AT STATEMENT C	3,050,000.
THE CENTER FOR EARLY EDUCATION 563 N. ALFRED STREET WEST HOLLYWOOD, CA 90048	NO RELATIONSHIP	EXEMPT ORGANIZATION	EDUCATIONAL PROGRAMS	405,000.
PEAK WELLNESS FOUNDATION 1155 N CENTRAL AVE GLENDALE, CA 91202	NO RELATIONSHIP	EXEMPT ORGANIZATION	EDUCATIONAL PROGRAMS	10,000.
Total SEE CONTINUATION SHEET(S)			3a	4,789,700.
b Approved for future payment				
NONE				
Total			3b	0.

Part XVI-A Analysis of Income-Producing Activities

Enter gross amounts unless otherwise indicated.

Enter gross amounts unless otherwise indicated.	Unrelated business income		Excluded by section 512, 513, or 514		(e) Related or exempt function income
	(a) Business code	(b) Amount	(c) Exclu- sion code	(d) Amount	
1 Program service revenue:					
a _____					
b _____					
c _____					
d _____					
e _____					
f _____					
g Fees and contracts from government agencies					
2 Membership dues and assessments					
3 Interest on savings and temporary cash investments					
4 Dividends and interest from securities			14	1,002,585.	
5 Net rental income or (loss) from real estate:					
a Debt-financed property					
b Not debt-financed property					
6 Net rental income or (loss) from personal property					
7 Other investment income			41	-494,867.	
8 Gain or (loss) from sales of assets other than inventory			18	6,165,225.	
9 Net income or (loss) from special events					
10 Gross profit or (loss) from sales of inventory					
11 Other revenue:					
a _____					
b _____					
c _____					
d _____					
e _____					
12 Subtotal. Add columns (b), (d), and (e)		0.		6,672,943.	0.
13 Total. Add line 12, columns (b), (d), and (e)				13 6,672,943.	

(See worksheet in line 13 instructions to verify calculations.)

Part XVI-B Relationship of Activities to the Accomplishment of Exempt Purposes

[illegible]

Part XVII

Information Regarding Transfers to and Transactions and Relationships With Noncharitable Exempt Organizations

- | | | Yes | No |
|---|--|-------|----|
| 1 | Did the organization directly or indirectly engage in any of the following described in section 501(c)(3) (other than section 501(c)(3) organizations) or in section 527, relating to political organizations? | | |
| a | Transfers from the reporting foundation to a noncharitable exempt organization of: | | |
| | (1) Cash | 1a(1) | X |
| | (2) Other assets | 1a(2) | X |
| b | Other transactions: | | |
| | (1) Sales of assets to a noncharitable exempt organization | 1b(1) | X |
| | (2) Purchases of assets from a noncharitable exempt organization | 1b(2) | X |
| | (3) Rental of facilities, equipment, or other assets | 1b(3) | X |
| | (4) Reimbursement arrangements | 1b(4) | X |
| | (5) Loans or loan guarantees | 1b(5) | X |
| | (6) Performance of services or membership or fundraising solicitations | 1b(6) | X |
| c | Sharing of facilities, equipment, mailing lists, other assets, or paid employees | 1c | X |
| d | If the answer to any of the above is "Yes," complete the following schedule. Column (b) should always show the fair market value of the goods, other assets, or services given by the reporting foundation. If the foundation received less than fair market value in any transaction or sharing arrangement, show in column (d) the value of the goods, other assets, or services received. | | |

[illegible]

- 2a** Is the foundation directly or indirectly affiliated with, or related to, one or more tax-exempt organizations described in section 501(c) (other than section 501(c)(3)) or in section 527? ☐ Yes ☒ No
- b** If "Yes," complete the following schedule.

(a) Name of organization	(b) Type of organization	(c) Description of relationship
N/A		

Sign Here  Signature of officer or trustee	Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.				May the IRS discuss this return with the preparer shown below? See instr. ☒ Yes ☐ No
	Date 11/13/20	Title PRESIDENT & DIRECTOR			
Paid Preparer Use Only	Print/Type preparer's name MARK SILAH	Preparer's signature 	Date 11/14/2020	Check ☐ if self-employed	PTIN P01277888
	Firm's name ▶ NKSFB LLC - FOCUS OPERATING LLC				Firm's EIN ▶ 20-8161914
	Firm's address ▶ 10960 WILSHIRE BL, 5TH FL LOS ANGELES, CA 90024				Phone no. (310) 277-4657

FORM 990-PF DIVIDENDS AND INTEREST FROM SECURITIES STATEMENT 1

SOURCE	GROSS AMOUNT	CAPITAL GAINS DIVIDENDS	(A) REVENUE PER BOOKS	(B) NET INVEST- MENT INCOME	(C) ADJUSTED NET INCOME
GOLDMAN SACHS-INTEREST JP	13.	0.	13.	13.	13.
MORGAN-DIVIDENDS	995,742.	15,732.	980,010.	980,010.	980,010.
RAYMOND JAMES & ASSOC -INTEREST	380.	0.	380.	380.	380.
US TRUST	22,467.	285.	22,182.	22,182.	22,182.
TO PART I, LINE 4	1,018,602.	16,017.	1,002,585.	1,002,585.	1,002,585.

FORM 990-PF OTHER INCOME STATEMENT 2

DESCRIPTION	(A) REVENUE PER BOOKS	(B) NET INVEST- MENT INCOME	(C) ADJUSTED NET INCOME
INV-AMERICAN INFRASTRUCTURE MLP FUND II	-493,951.	-493,951.	0.
INV-AIM AG INFRA	-916.	-916.	0.
TOTAL TO FORM 990-PF, PART I, LINE 11	-494,867.	-494,867.	0.

FORM 990-PF LEGAL FEES STATEMENT 3

DESCRIPTION	(A) EXPENSES PER BOOKS	(B) NET INVEST- MENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES
LEGAL FEES	3,839.	0.	0.	3,839.
TO FM 990-PF, PG 1, LN 16A	3,839.	0.	0.	3,839.

FORM 990-PF	ACCOUNTING FEES			STATEMENT	4
DESCRIPTION	(A) EXPENSES PER BOOKS	(B) NET INVEST- MENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES	
ACCOUNTING	24,469.	0.	0.	0.	
TO FORM 990-PF, PG 1, LN 16B	24,469.	0.	0.	0.	

FORM 990-PF	OTHER PROFESSIONAL FEES			STATEMENT	5
DESCRIPTION	(A) EXPENSES PER BOOKS	(B) NET INVEST- MENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES	
INVESTMENT FEES	46,751.	46,751.	0.	0.	
TO FORM 990-PF, PG 1, LN 16C	46,751.	46,751.	0.	0.	

FORM 990-PF	TAXES			STATEMENT	6
DESCRIPTION	(A) EXPENSES PER BOOKS	(B) NET INVEST- MENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES	
TAXES & LICENSES	10,308.	0.	0.	10,308.	
TO FORM 990-PF, PG 1, LN 18	10,308.	0.	0.	10,308.	

FOOTNOTES				STATEMENT	7
-----------	--	--	--	-----------	---

THE FOUNDATION HAS ATTACHED EXPENDITURE RESPONSIBILITY REPORTS FOR ALL GRANTS REQUIRING THIS. IN ADDITION TO THE ATTACHED REPORTS, PLEASE NOTE THE FOLLOWING:

THE ADDRESS OF THE GRANTEE IS 144 S. BEVERLY DR. #600
BEVERLY HILLS, CA 90212

TO THE BEST OF THE GRANTORS KNOWLEDGE, THE GRANTEE HAS NOT DIVERTED ANY FUNDS FROM THE PURPOSE OF THE GRANT.

THE GRANTOR FOUNDATION REVIEWS THE CASH DISBURSEMENT DOCUMENTATION ANNUALLY, TO VERIFY THE GRANTEE REPORTS.

FORM 990-PF		OTHER INVESTMENTS		STATEMENT	8
DESCRIPTION	VALUATION METHOD	BOOK VALUE	FAIR MARKET VALUE		
INVESTMENTS	COST	23,257,693.	46,697,341.		
TOTAL TO FORM 990-PF, PART II, LINE 13		23,257,693.	46,697,341.		

FORM 990-PF		INTEREST AND PENALTIES		STATEMENT	9
TAX DUE FROM FORM 990-PF, PART VI			52,393.		
UNDERPAYMENT PENALTY			3,923.		
LATE PAYMENT INTEREST			397.		
LATE PAYMENT PENALTY			786.		
TOTAL AMOUNT DUE			57,499.		

FORM 990-PF		LATE PAYMENT PENALTY		STATEMENT	10
DESCRIPTION	DATE	AMOUNT	BALANCE	MONTHS	PENALTY
TAX DUE	07/15/20	112,393.	112,393.		
EXTENSION PAYMENT	07/15/20	-60,000.	52,393.	3	786.
DATE FILED	10/15/20		52,393.		
TOTAL LATE PAYMENT PENALTY					786.

FORM 990-PF		LATE PAYMENT INTEREST			STATEMENT	11
DESCRIPTION	DATE	AMOUNT	BALANCE	RATE	DAYS	INTEREST
TAX DUE	07/15/20	112,393.	112,393.	.0300		
EXTENSION PAYMENT	07/15/20	-60,000.	52,393.	.0300	92	397.
DATE FILED	10/15/20		52,790.			
TOTAL LATE PAYMENT INTEREST						397.

FORM 990-PF

EXPENDITURE RESPONSIBILITY STATEMENT
PART VII-B, LINE 5C

STATEMENT 12

GRANTEE'S NAME

SEE EXPENDITURE RESPONSIBILITY DETAIL

GRANTEE'S ADDRESSGRANT AMOUNTDATE OF GRANTAMOUNT EXPENDEDPURPOSE OF GRANT

Grant Agreement

THIS GRANT AGREEMENT is made effective as of **August 9, 2018** (the "**Effective Date**") by and between the Paul Marciano Foundation, a Nevada nonprofit corporation ("**Grantor**"), and the Maurice and Paul Marciano Art Foundation, a Nevada nonprofit corporation ("**Grantee**") (collectively referred to as the "**Parties**").

WITNESSETH

WHEREAS, Grantor wishes to support the creation of a contemporary art museum in Los Angeles County, California;

WHEREAS, Grantee is an organization recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code (the "**Code**"), whose charitable purposes include supporting young artists in Los Angeles County, supporting contemporary artists worldwide, providing spaces where artists can create and display their art and providing a forum for artists to express themselves;

WHEREAS, Grantor desires to fund Grantee to support Grantee's creation of a contemporary art museum in Los Angeles County, California;

NOW, THEREFORE, the Parties mutually agree as follows:

Section 1. Grantor shall pay Grantee **ONE MILLION FIVE HUNDRED DOLLARS (\$1,500,000)** (the "**Grant**").

Section 2. Grantee must use the amount of the Grant for: General Operating Expenses related to the daily operations of the contemporary art museum in Los Angeles County, California and for the purchase of works of art that will be displayed in the new contemporary art museum to be established by Grantee in Los Angeles County, California (the "**Restricted Purpose**"). Grantee may not use any portion of the grant funds, including any interest earned thereon, for any other purpose without the prior written approval of the Grantor. Grantee agrees not to use any portion of the Grant or any income derived therefrom: (a) to participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office (within the meaning of Section 501(c)(3) of the Code) including, but not limited to, voter registration drives; (b) to undertake any activity for any purpose other than charitable, scientific, educational or other purposes specified in Section 170(c)(2)(B) of the Code; or (c) to carry on propaganda or to otherwise attempt to influence legislation. In addition, no part of the Grant may be paid, granted or distributed to any other organization or person, other than to pay reasonable compensation for services rendered to Grantee.

Section 3. Grantee agrees that the Grant funds will be used in accordance with the budget submitted by Grantee as part of its grant request and attached to this Agreement as Exhibit A. Grantee agrees that in the event any part of the Grant is not used for the Restricted Purpose, Grantee will immediately repay to Grantor that unused part of the Grant.

SAM B

Section 4. Grantee agrees to maintain Grant funds in a separate account dedicated to the Restricted Purpose. Grantee agrees to maintain records of receipts and expenditures charged against the Grant that are adequate to identify the use of the funds in compliance with the Restricted Purpose. Grantee agrees to make its books and records available to Grantor at reasonable times upon Grantor's request.

Section 5. Grantee shall supply Grantor with reports showing the use of the Grant based on Grantee's records and organizations performing substantial work for Grantee, if any, detailing all expenditures made from the Grant. Annual reports will be made by September 30th of each year with the first annual report due September 30, 2019. These annual reports also will include a discussion of the progress made in accomplishing the Restricted Purpose. Such reports shall be provided to the Grantor's President. Grantee shall provide a final report upon completing the Grant.

Section 6. Grantee will maintain its records of expenditures from the Grant, as well as copies of the reports submitted by it to Grantor with respect to such Grant, for at least three (3) years after completion of the use of the Grant, and shall by contract require organizations performing substantial work for Grantee, if any, to do the same. Grantee shall make its books and records available to Grantor at reasonable times beginning on the date of receipt of the Grant funds and ending three (3) years after completion of the use of the Grant, and shall by contract require organizations performing substantial work for Grantee, if any, to do the same.

Section 7. Grantee assures Grantor that the Grant will not cause Grantee to lose its status as a private operating foundation as described in Section 4942(j)(3) of the Code, that its determination letter from the Internal Revenue Service that it is a private operating foundation is still valid, and that Grantee has not undergone a material change in its character, purposes, activities, method of operations, or sources of support that would be inconsistent with Grantee's status as a private operating foundation.

Section 8. Grantee is a newly-formed private operating foundation, and as such, has not yet filed, nor has it been required to file, an annual information return using IRS Form 990-PF. Grantee agrees to provide to Grantor its financial statements for the current year and a copy of its 2012 Form 990-PF within a reasonable time after it is filed.

Section 9. Grantee will provide the Grantor with any other information the Grantor requests, in its sole discretion, to confirm the charitable use of the Grant and to assess the impact of the Grant on Grantee's private operating foundation status.

Section 10. This Agreement, and the rights and obligations of the Parties, will be construed, interpreted and enforced in accordance with, and governed by, the laws of the State of California.

Section 11. Under no circumstances will Grantor be liable to Grantee for any special, incidental, or consequential damages, whether based on breach of contract, tort (including negligence), product liability, or otherwise, whether or not is has been advised of the possibility of such damages.

Section 12. Any notice required or permitted to be given pursuant to this Agreement will be in writing and will be either hand delivered or sent by confirmed facsimile, overnight delivery service, or certified mail, return receipt requested to the Parties at their respective addresses set forth below. If hand delivered or sent by facsimile, notice shall be deemed received when actually delivered. If sent by overnight delivery service, notice shall be deemed received by the next business day, or if sent by certified mail, three days after mailing. Notices shall be addressed as follows:

TO GRANTOR:

Paul Marciano Foundation
144 S Beverly Drive, Suite 600
Beverly Hills, CA 90212
Attn. Paul Marciano

TO GRANTEE:

Maurice and Paul Marciano Art
Foundation
144 S Beverly Drive, Suite 600
Beverly Hills, CA 90212
Attn: Maurice Marciano

Section 13. Each signatory to this Agreement represents and warrants that he or she possesses all necessary capacity and authority to act for, sign and bind the Party on whose behalf he or she is signing this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date

Paul Marciano Foundation

By: 

Name: Paul Marciano

Title President

Maurice and Paul Marciano Art Foundation

By: 

Name: Maurice Marciano

Title President

Grant Agreement

THIS GRANT AGREEMENT is made effective as of **October 11, 2018** (the "**Effective Date**") by and between the Paul Marciano Foundation, a Nevada nonprofit corporation ("**Grantor**"), and the Maurice and Paul Marciano Art Foundation, a Nevada nonprofit corporation ("**Grantee**") (collectively referred to as the "**Parties**").

WITNESSETH

WHEREAS, Grantor wishes to support the creation of a contemporary art museum in Los Angeles County, California;

WHEREAS, Grantee is an organization recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code (the "**Code**"), whose charitable purposes include supporting young artists in Los Angeles County, supporting contemporary artists worldwide, providing spaces where artists can create and display their art and providing a forum for artists to express themselves;

WHEREAS, Grantor desires to fund Grantee to support Grantee's creation of a contemporary art museum in Los Angeles County, California;

NOW, THEREFORE, the Parties mutually agree as follows:

Section 1. Grantor shall pay Grantee **TWO MILLION DOLLARS (\$2,000,000)** (the "**Grant**").

Section 2. Grantee must use the amount of the Grant for: General Operating Expenses related to the daily operations of the contemporary art museum in Los Angeles County, California and for the purchase of works of art that will be displayed in the new contemporary art museum to be established by Grantee in Los Angeles County, California (the "**Restricted Purpose**"). Grantee may not use any portion of the grant funds, including any interest earned thereon, for any other purpose without the prior written approval of the Grantor. Grantee agrees not to use any portion of the Grant or any income derived therefrom: (a) to participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office (within the meaning of Section 501(c)(3) of the Code) including, but not limited to, voter registration drives; (b) to undertake any activity for any purpose other than charitable, scientific, educational or other purposes specified in Section 170(c)(2)(B) of the Code; or (c) to carry on propaganda or to otherwise attempt to influence legislation. In addition, no part of the Grant may be paid, granted or distributed to any other organization or person, other than to pay reasonable compensation for services rendered to Grantee.

Section 3. Grantee agrees that the Grant funds will be used in accordance with the budget submitted by Grantee as part of its grant request and attached to this Agreement as Exhibit A. Grantee agrees that in the event any part of the Grant is not used for the Restricted Purpose, Grantee will immediately repay to Grantor that unused part of the Grant.

SMTB

Section 4. Grantee agrees to maintain Grant funds in a separate account dedicated to the Restricted Purpose. Grantee agrees to maintain records of receipts and expenditures charged against the Grant that are adequate to identify the use of the funds in compliance with the Restricted Purpose. Grantee agrees to make its books and records available to Grantor at reasonable times upon Grantor's request.

Section 5. Grantee shall supply Grantor with reports showing the use of the Grant based on Grantee's records and organizations performing substantial work for Grantee, if any, detailing all expenditures made from the Grant. Annual reports will be made by September 30th of each year with the first annual report due September 30, 2019. These annual reports also will include a discussion of the progress made in accomplishing the Restricted Purpose. Such reports shall be provided to the Grantor's President. Grantee shall provide a final report upon completing the Grant.

Section 6. Grantee will maintain its records of expenditures from the Grant, as well as copies of the reports submitted by it to Grantor with respect to such Grant, for at least three (3) years after completion of the use of the Grant, and shall by contract require organizations performing substantial work for Grantee, if any, to do the same. Grantee shall make its books and records available to Grantor at reasonable times beginning on the date of receipt of the Grant funds and ending three (3) years after completion of the use of the Grant, and shall by contract require organizations performing substantial work for Grantee, if any, to do the same.

Section 7. Grantee assures Grantor that the Grant will not cause Grantee to lose its status as a private operating foundation as described in Section 4942(j)(3) of the Code, that its determination letter from the Internal Revenue Service that it is a private operating foundation is still valid, and that Grantee has not undergone a material change in its character, purposes, activities, method of operations, or sources of support that would be inconsistent with Grantee's status as a private operating foundation.

Section 8. Grantee is a newly-formed private operating foundation, and as such, has not yet filed, nor has it been required to file, an annual information return using IRS Form 990-PF. Grantee agrees to provide to Grantor its financial statements for the current year and a copy of its 2012 Form 990-PF within a reasonable time after it is filed.

Section 9. Grantee will provide the Grantor with any other information the Grantor requests, in its sole discretion, to confirm the charitable use of the Grant and to assess the impact of the Grant on Grantee's private operating foundation status.

Section 10. This Agreement, and the rights and obligations of the Parties, will be construed, interpreted and enforced in accordance with, and governed by, the laws of the State of California.

Section 11. Under no circumstances will Grantor be liable to Grantee for any special, incidental, or consequential damages, whether based on breach of contract, tort (including negligence), product liability, or otherwise, whether or not is has been advised of the possibility of such damages.

Section 12. Any notice required or permitted to be given pursuant to this Agreement will be in writing and will be either hand delivered or sent by confirmed facsimile, overnight delivery service, or certified mail, return receipt requested to the Parties at their respective addresses set forth below. If hand delivered or sent by facsimile, notice shall be deemed received when actually delivered. If sent by overnight delivery service, notice shall be deemed received by the next business day, or if sent by certified mail, three days after mailing. Notices shall be addressed as follows:

TO GRANTOR:

Paul Marciano Foundation
144 S Beverly Drive, Suite 600
Beverly Hills, CA 90212
Attn: Paul Marciano

TO GRANTEE:

Maurice and Paul Marciano Art
Foundation
144 S Beverly Drive, Suite 600
Beverly Hills, CA 90212
Attn: Maurice Marciano

Section 13. Each signatory to this Agreement represents and warrants that he or she possesses all necessary capacity and authority to act for, sign and bind the Party on whose behalf he or she is signing this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

Paul Marciano Foundation

By: 

Name: Paul Marciano

Title: President

Maurice and Paul Marciano Art Foundation

By: 

Name: Maurice Marciano

Title: President

Grant Agreement

THIS GRANT AGREEMENT is made effective as of **December 20, 2018** (the "**Effective Date**") by and between the Paul Marciano Foundation, a Nevada nonprofit corporation ("**Grantor**"), and the Maurice and Paul Marciano Art Foundation, a Nevada nonprofit corporation ("**Grantee**") (collectively referred to as the "**Parties**").

WITNESSETH

WHEREAS, Grantor wishes to support the creation of a contemporary art museum in Los Angeles County, California;

WHEREAS, Grantee is an organization recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code (the "**Code**"), whose charitable purposes include supporting young artists in Los Angeles County, supporting contemporary artists worldwide, providing spaces where artists can create and display their art and providing a forum for artists to express themselves;

WHEREAS, Grantor desires to fund Grantee to support Grantee's creation of a contemporary art museum in Los Angeles County, California;

NOW, THEREFORE, the Parties mutually agree as follows:

Section 1. Grantor shall pay Grantee **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000)** (the "**Grant**").

Section 2. Grantee must use the amount of the Grant for: General Operating Expenses related to the daily operations of the contemporary art museum in Los Angeles County, California and for the purchase of works of art that will be displayed in the new contemporary art museum to be established by Grantee in Los Angeles County, California (the "**Restricted Purpose**"). Grantee may not use any portion of the grant funds, including any interest earned thereon, for any other purpose without the prior written approval of the Grantor. Grantee agrees not to use any portion of the Grant or any income derived therefrom: (a) to participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office (within the meaning of Section 501(c)(3) of the Code) including, but not limited to, voter registration drives; (b) to undertake any activity for any purpose other than charitable, scientific, educational or other purposes specified in Section 170(c)(2)(B) of the Code; or (c) to carry on propaganda or to otherwise attempt to influence legislation. In addition, no part of the Grant may be paid, granted or distributed to any other organization or person, other than to pay reasonable compensation for services rendered to Grantee.

Section 3. Grantee agrees that the Grant funds will be used in accordance with the budget submitted by Grantee as part of its grant request and attached to this Agreement as **Exhibit A**. Grantee agrees that in the event any part of the Grant is not used for the Restricted Purpose, Grantee will immediately repay to Grantor that unused part of the Grant.

SM1 B

Section 4. Grantee agrees to maintain Grant funds in a separate account dedicated to the Restricted Purpose. Grantee agrees to maintain records of receipts and expenditures charged against the Grant that are adequate to identify the use of the funds in compliance with the Restricted Purpose. Grantee agrees to make its books and records available to Grantor at reasonable times upon Grantor's request.

Section 5. Grantee shall supply Grantor with reports showing the use of the Grant based on Grantee's records and organizations performing substantial work for Grantee, if any, detailing all expenditures made from the Grant. Annual reports will be made by September 30th of each year with the first annual report due September 30, 2019. These annual reports also will include a discussion of the progress made in accomplishing the Restricted Purpose. Such reports shall be provided to the Grantor's President. Grantee shall provide a final report upon completing the Grant.

Section 6. Grantee will maintain its records of expenditures from the Grant, as well as copies of the reports submitted by it to Grantor with respect to such Grant, for at least three (3) years after completion of the use of the Grant, and shall by contract require organizations performing substantial work for Grantee, if any, to do the same. Grantee shall make its books and records available to Grantor at reasonable times beginning on the date of receipt of the Grant funds and ending three (3) years after completion of the use of the Grant, and shall by contract require organizations performing substantial work for Grantee, if any, to do the same.

Section 7. Grantee assures Grantor that the Grant will not cause Grantee to lose its status as a private operating foundation as described in Section 4942(j)(3) of the Code, that its determination letter from the Internal Revenue Service that it is a private operating foundation is still valid, and that Grantee has not undergone a material change in its character, purposes, activities, method of operations, or sources of support that would be inconsistent with Grantee's status as a private operating foundation.

Section 8. Grantee is a newly-formed private operating foundation, and as such, has not yet filed, nor has it been required to file, an annual information return using IRS Form 990-PF. Grantee agrees to provide to Grantor its financial statements for the current year and a copy of its 2012 Form 990-PF within a reasonable time after it is filed.

Section 9. Grantee will provide the Grantor with any other information the Grantor requests, in its sole discretion, to confirm the charitable use of the Grant and to assess the impact of the Grant on Grantee's private operating foundation status.

Section 10. This Agreement, and the rights and obligations of the Parties, will be construed, interpreted and enforced in accordance with, and governed by, the laws of the State of California.

Section 11. Under no circumstances will Grantor be liable to Grantee for any special, incidental, or consequential damages, whether based on breach of contract, tort (including negligence), product liability, or otherwise, whether or not is has been advised of the possibility of such damages.

Section 12. Any notice required or permitted to be given pursuant to this Agreement will be in writing and will be either hand delivered or sent by confirmed facsimile, overnight delivery service, or certified mail, return receipt requested to the Parties at their respective addresses set forth below. If hand delivered or sent by facsimile, notice shall be deemed received when actually delivered. If sent by overnight delivery service, notice shall be deemed received by the next business day, or if sent by certified mail, three days after mailing. Notices shall be addressed as follows:

TO GRANTOR:

Paul Marciano Foundation
144 S Beverly Drive, Suite 600
Beverly Hills, CA 90212
Attn: Paul Marciano

TO GRANTEE:

Maurice and Paul Marciano Art
Foundation
144 S Beverly Drive, Suite 600
Beverly Hills, CA 90212
Attn: Maurice Marciano

Section 13. Each signatory to this Agreement represents and warrants that he or she possesses all necessary capacity and authority to act for, sign and bind the Party on whose behalf he or she is signing this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

Paul Marciano Foundation

By: 
Name: Paul Marciano
Title: President

Maurice and Paul Marciano Art Foundation

By: 
Name: Maurice Marciano
Title: President

Grant Agreement

THIS GRANT AGREEMENT is made effective as of **June 4, 2019** (the "**Effective Date**") by and between the Paul Marciano Foundation, a Nevada nonprofit corporation ("**Grantor**"), and the Maurice and Paul Marciano Art Foundation, a Nevada nonprofit corporation ("**Grantee**") (collectively referred to as the "**Parties**").

WITNESSETH

WHEREAS, Grantor wishes to support the creation of a contemporary art museum in Los Angeles County, California;

WHEREAS, Grantee is an organization recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code (the "**Code**"), whose charitable purposes include supporting young artists in Los Angeles County, supporting contemporary artists worldwide, providing spaces where artists can create and display their art and providing a forum for artists to express themselves;

WHEREAS, Grantor desires to fund Grantee to support Grantee's creation of a contemporary art museum in Los Angeles County, California;

NOW, THEREFORE, the Parties mutually agree as follows:

Section 1. Grantor shall pay Grantee **FIFTY THOUSAND DOLLARS (\$50,000)** (the "**Grant**").

Section 2. Grantee must use the amount of the Grant for: General Operating Expenses related to the daily operations of the contemporary art museum in Los Angeles County, California and for the purchase of works of art that will be displayed in the new contemporary art museum to be established by Grantee in Los Angeles County, California (the "**Restricted Purpose**"). Grantee may not use any portion of the grant funds, including any interest earned thereon, for any other purpose without the prior written approval of the Grantor. Grantee agrees not to use any portion of the Grant or any income derived therefrom: (a) to participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office (within the meaning of Section 501(c)(3) of the Code) including, but not limited to, voter registration drives; (b) to undertake any activity for any purpose other than charitable, scientific, educational or other purposes specified in Section 170(c)(2)(B) of the Code; or (c) to carry on propaganda or to otherwise attempt to influence legislation. In addition, no part of the Grant may be paid, granted or distributed to any other organization or person, other than to pay reasonable compensation for services rendered to Grantee.

Section 3. Grantee agrees that the Grant funds will be used in accordance with the budget submitted by Grantee as part of its grant request and attached to this Agreement as Exhibit A. Grantee agrees that in the event any part of the Grant is not used for the Restricted Purpose, Grantee will immediately repay to Grantor that unused part of the Grant.

STP B

Section 4. Grantee agrees to maintain Grant funds in a separate account dedicated to the Restricted Purpose. Grantee agrees to maintain records of receipts and expenditures charged against the Grant that are adequate to identify the use of the funds in compliance with the Restricted Purpose. Grantee agrees to make its books and records available to Grantor at reasonable times upon Grantor's request.

Section 5. Grantee shall supply Grantor with reports showing the use of the Grant based on Grantee's records and organizations performing substantial work for Grantee, if any, detailing all expenditures made from the Grant. Annual reports will be made by September 30th of each year with the first annual report due September 30, 2019. These annual reports also will include a discussion of the progress made in accomplishing the Restricted Purpose. Such reports shall be provided to the Grantor's President. Grantee shall provide a final report upon completing the Grant.

Section 6. Grantee will maintain its records of expenditures from the Grant, as well as copies of the reports submitted by it to Grantor with respect to such Grant, for at least three (3) years after completion of the use of the Grant, and shall by contract require organizations performing substantial work for Grantee, if any, to do the same. Grantee shall make its books and records available to Grantor at reasonable times beginning on the date of receipt of the Grant funds and ending three (3) years after completion of the use of the Grant, and shall by contract require organizations performing substantial work for Grantee, if any, to do the same.

Section 7. Grantee assures Grantor that the Grant will not cause Grantee to lose its status as a private operating foundation as described in Section 4942(j)(3) of the Code, that its determination letter from the Internal Revenue Service that it is a private operating foundation is still valid, and that Grantee has not undergone a material change in its character, purposes, activities, method of operations, or sources of support that would be inconsistent with Grantee's status as a private operating foundation.

Section 8. Grantee is a newly-formed private operating foundation, and as such, has not yet filed, nor has it been required to file, an annual information return using IRS Form 990-PF. Grantee agrees to provide to Grantor its financial statements for the current year and a copy of its 2012 Form 990-PF within a reasonable time after it is filed.

Section 9. Grantee will provide the Grantor with any other information the Grantor requests, in its sole discretion, to confirm the charitable use of the Grant and to assess the impact of the Grant on Grantee's private operating foundation status.

Section 10. This Agreement, and the rights and obligations of the Parties, will be construed, interpreted and enforced in accordance with, and governed by, the laws of the State of California.

Section 11. Under no circumstances will Grantor be liable to Grantee for any special, incidental, or consequential damages, whether based on breach of contract, tort (including negligence), product liability, or otherwise, whether or not is has been advised of the possibility of such damages.

Section 12. Any notice required or permitted to be given pursuant to this Agreement will be in writing and will be either hand delivered or sent by confirmed facsimile, overnight delivery service, or certified mail, return receipt requested to the Parties at their respective addresses set forth below. If hand delivered or sent by facsimile, notice shall be deemed received when actually delivered. If sent by overnight delivery service, notice shall be deemed received by the next business day, or if sent by certified mail, three days after mailing. Notices shall be addressed as follows:

TO GRANTOR:

Paul Marciano Foundation
144 S Beverly Drive, Suite 600
Beverly Hills, CA 90212
Attn: Paul Marciano

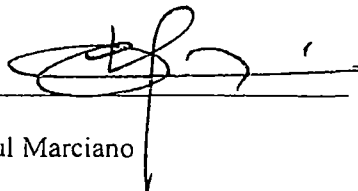
TO GRANTEE:

Maurice and Paul Marciano Art
Foundation
144 S Beverly Drive, Suite 600
Beverly Hills, CA 90212
Attn: Maurice Marciano

Section 13. Each signatory to this Agreement represents and warrants that he or she possesses all necessary capacity and authority to act for, sign and bind the Party on whose behalf he or she is signing this Agreement.

IN WITNESS WHEREOF. the undersigned have executed this Agreement as of the Effective Date.

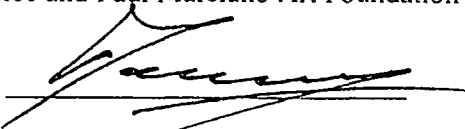
Paul Marciano Foundation

By: 

Name. Paul Marciano

Title. President

Maurice and Paul Marciano Art Foundation

By: 

Name Maurice Marciano

Title. President

DM_US 45085176-1 074129 0025

Grant Agreement

THIS GRANT AGREEMENT is made effective as of **August 30, 2019** (the "**Effective Date**") by and between the Paul Marciano Foundation, a Nevada nonprofit corporation ("**Grantor**"), and the Maurice and Paul Marciano Art Foundation, a Nevada nonprofit corporation ("**Grantee**") (collectively referred to as the "**Parties**").

WITNESSETH

WHEREAS, Grantor wishes to support the creation of a contemporary art museum in Los Angeles County, California;

WHEREAS, Grantee is an organization recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code (the "**Code**"), whose charitable purposes include supporting young artists in Los Angeles County, supporting contemporary artists worldwide, providing spaces where artists can create and display their art and providing a forum for artists to express themselves;

WHEREAS, Grantor desires to fund Grantee to support Grantee's creation of a contemporary art museum in Los Angeles County, California;

NOW, THEREFORE, the Parties mutually agree as follows:

Section 1. Grantor shall pay Grantee **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000)** (the "**Grant**").

Section 2. Grantee must use the amount of the Grant for: General Operating Expenses related to the daily operations of the contemporary art museum in Los Angeles County, California and for the purchase of works of art that will be displayed in the new contemporary art museum to be established by Grantee in Los Angeles County, California (the "**Restricted Purpose**"). Grantee may not use any portion of the grant funds, including any interest earned thereon, for any other purpose without the prior written approval of the Grantor. Grantee agrees not to use any portion of the Grant or any income derived therefrom: (a) to participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office (within the meaning of Section 501(c)(3) of the Code) including, but not limited to, voter registration drives; (b) to undertake any activity for any purpose other than charitable, scientific, educational or other purposes specified in Section 170(c)(2)(B) of the Code; or (c) to carry on propaganda or to otherwise attempt to influence legislation. In addition, no part of the Grant may be paid, granted or distributed to any other organization or person, other than to pay reasonable compensation for services rendered to Grantee.

Section 3. Grantee agrees that the Grant funds will be used in accordance with the budget submitted by Grantee as part of its grant request and attached to this Agreement as Exhibit A. Grantee agrees that in the event any part of the Grant is not used for the Restricted Purpose, Grantee will immediately repay to Grantor that unused part of the Grant.

STMT B

Section 4. Grantee agrees to maintain Grant funds in a separate account dedicated to the Restricted Purpose. Grantee agrees to maintain records of receipts and expenditures charged against the Grant that are adequate to identify the use of the funds in compliance with the Restricted Purpose. Grantee agrees to make its books and records available to Grantor at reasonable times upon Grantor's request.

Section 5. Grantee shall supply Grantor with reports showing the use of the Grant based on Grantee's records and organizations performing substantial work for Grantee, if any, detailing all expenditures made from the Grant. Annual reports will be made by September 30th of each year with the first annual report due September 30, 2019. These annual reports also will include a discussion of the progress made in accomplishing the Restricted Purpose. Such reports shall be provided to the Grantor's President. Grantee shall provide a final report upon completing the Grant.

Section 6. Grantee will maintain its records of expenditures from the Grant, as well as copies of the reports submitted by it to Grantor with respect to such Grant, for at least three (3) years after completion of the use of the Grant, and shall by contract require organizations performing substantial work for Grantee, if any, to do the same. Grantee shall make its books and records available to Grantor at reasonable times beginning on the date of receipt of the Grant funds and ending three (3) years after completion of the use of the Grant, and shall by contract require organizations performing substantial work for Grantee, if any, to do the same.

Section 7. Grantee assures Grantor that the Grant will not cause Grantee to lose its status as a private operating foundation as described in Section 4942(j)(3) of the Code, that its determination letter from the Internal Revenue Service that it is a private operating foundation is still valid, and that Grantee has not undergone a material change in its character, purposes, activities, method of operations, or sources of support that would be inconsistent with Grantee's status as a private operating foundation.

Section 8. Grantee is a newly-formed private operating foundation, and as such, has not yet filed, nor has it been required to file, an annual information return using IRS Form 990-PF. Grantee agrees to provide to Grantor its financial statements for the current year and a copy of its 2012 Form 990-PF within a reasonable time after it is filed.

Section 9. Grantee will provide the Grantor with any other information the Grantor requests, in its sole discretion, to confirm the charitable use of the Grant and to assess the impact of the Grant on Grantee's private operating foundation status.

Section 10. This Agreement, and the rights and obligations of the Parties, will be construed, interpreted and enforced in accordance with, and governed by, the laws of the State of California.

Section 11. Under no circumstances will Grantor be liable to Grantee for any special, incidental, or consequential damages, whether based on breach of contract, tort (including negligence), product liability, or otherwise, whether or not is has been advised of the possibility of such damages.

Section 12. Any notice required or permitted to be given pursuant to this Agreement will be in writing and will be either hand delivered or sent by confirmed facsimile, overnight delivery service, or certified mail, return receipt requested to the Parties at their respective addresses set forth below. If hand delivered or sent by facsimile, notice shall be deemed received when actually delivered. If sent by overnight delivery service, notice shall be deemed received by the next business day, or if sent by certified mail, three days after mailing. Notices shall be addressed as follows:

TO GRANTOR:

Paul Marciano Foundation
144 S Beverly Drive, Suite 600
Beverly Hills, CA 90212
Attn: Paul Marciano

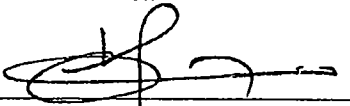
TO GRANTEE:

Maurice and Paul Marciano Art
Foundation
144 S Beverly Drive, Suite 600
Beverly Hills, CA 90212
Attn: Maurice Marciano

Section 13. Each signatory to this Agreement represents and warrants that he or she possesses all necessary capacity and authority to act for, sign and bind the Party on whose behalf he or she is signing this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

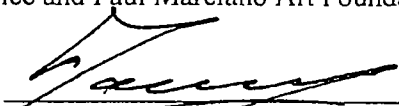
Paul Marciano Foundation

By. 

Name: Paul Marciano

Title: President

Maurice and Paul Marciano Art Foundation

By. 

Name. Maurice Marciano

Title: President

DM_US 45085176-1 074129 0025

	GRANT AMOUNT		\$	1,500,000.00
06/28/2018	BLUM & POE, LLC	Works of Art	\$	(93,187.11)
07/02/2018	MAF BOOKSTORE	Bookstore - Expense	\$	(498.88)
07/03/2018	KURIMANZUTTO	Works of Art	\$	(76,000.00)
07/09/2018	ALI JUSTINE SUBOTNICK	Art related expense	\$	(6,250.00)
07/09/2018	ARTSMART INC	Accounting & Admin	\$	(2,500.00)
07/09/2018	INGRAM PUBLISHER SERVICES	Bookstore - Expense	\$	(411.83)
07/09/2018	KARMA	Bookstore - Expense	\$	(195.00)
07/09/2018	MADER NEWS, INC	Bookstore - Expense	\$	(27.20)
07/09/2018	TRILITERAL, LLC	Bookstore - Expense	\$	(305.82)
07/09/2018	Uline	Operating expense	\$	(785.33)
07/09/2018	UPS	Bookstore - Expense	\$	(63.19)
07/10/2018	ANTHEM BLUE CROSS L AND H	Insurance	\$	(1,541.10)
07/10/2018	PAYROLL	PAYROLL	\$	(50,000.00)
07/11/2018	ARNOLD CHAVEZ	Operating expense	\$	(1,325.00)
07/11/2018	CHELSEA HOGAN	Art related expense	\$	(350.00)
07/11/2018	DUNES INN - WILSHIRE	Art related expense	\$	(9,589.72)
07/11/2018	LIGHTING ZONE	Operating expense	\$	(1,138.00)
07/11/2018	MASTERPIECE INTERNATIONAL, LTD	Art related expense	\$	(2,650.00)
07/11/2018	STREET VIRUS	Art related expense	\$	(5,000.00)
07/11/2018	ANDY GUMP	Operating expense	\$	(359.78)
07/11/2018	AMERICAN TRANSPORTATION SYSTEMS	Operating expense	\$	(912.25)
07/11/2018	ALLIED UNIVERSAL JANITORIAL SERVICES	Operating expense	\$	(187.68)
07/11/2018	CALIFORNIA PROTECTION AND INVESTIGATION SERVICES	Operating expense	\$	(75,852.75)
07/11/2018	CRMDNA LLC	Art related expense	\$	(5,000.00)
07/11/2018	FIRST ADVANTAGE BACKGROUND SERVICES CORP	Operating expense	\$	(278.98)
07/11/2018	GREENE NAFTALI GALLERY	Bookstore - Expense	\$	(362.50)
07/11/2018	GREG CURTIS	Art related expense	\$	(18.13)
07/11/2018	IDEA BOOKS	Bookstore - Expense	\$	(108.30)
07/11/2018	JOHN PATRICK WALSH	Bookstore - Expense	\$	(255.00)
07/11/2018	MITSUBISHI ELECTRIC US, INC	Operating expense	\$	(1,200.00)
07/11/2018	NEUTRINO NETWORKS, INC	Operating expense	\$	(429.92)
07/11/2018	STAPLES ADVANTAGE	Operating expense	\$	(759.74)
07/11/2018	Uline	Operating expense	\$	(117.33)
07/11/2018	MOMENTOUS INSURANCE BROKERAGE, INC	Insurance	\$	(52,629.00)
07/13/2018	AT&T	Operating expense	\$	(697.68)
07/13/2018	CHASE VISA	Chase Visa	\$	(11,550.85)
07/16/2018	HACHETTE BOOK GROUP	Bookstore - Expense	\$	(156.29)
07/16/2018	HANNAH HOFFMAN GALLERY	Bookstore - Expense	\$	(70.00)
07/16/2018	INGRAM PUBLISHER SERVICES	Bookstore - Expense	\$	(757.16)
07/16/2018	LACMA	Bookstore - Expense	\$	(55.00)
07/16/2018	LALA MAGAZINE, LLC	Bookstore - Expense	\$	(30.00)
07/16/2018	MADER NEWS, INC	Bookstore - Expense	\$	(25.58)
07/16/2018	PENGUIN RANDOM HOUSE LLC	Bookstore - Expense	\$	(259.43)
07/16/2018	TRILITERAL, LLC	Bookstore - Expense	\$	(25.50)
07/16/2018	UPS	Bookstore - Expense	\$	(39.06)
07/16/2018	VURO INDUSTRIES, INC	Art related expense	\$	(14,194.75)
07/16/2018	PACKET FUSION, INC	Operating expense	\$	(819.77)
07/16/2018	PAYROLL	PAYROLL	\$	(50,000.00)
07/17/2018	HASENKAMP INTERNATIONAL	Art related expense	\$	(30,723.05)
07/17/2018	ACC BUSINESS	Operating expense	\$	(716.58)
07/18/2018	ALLIED UNIVERSAL JANITORIAL SERVICES	Operating expense	\$	(809.90)
07/18/2018	ATHENS SERVICES	Operating expense	\$	(418.82)
07/18/2018	EISNER JAFFE	Legal Fees	\$	(2,404.10)
07/18/2018	GARAY'S ELECTRIC	Operating expense	\$	(11,350.00)
07/18/2018	GREG CURTIS	Art related expense	\$	(156.59)
07/18/2018	LATIN DANCE PRO	Art related expense	\$	(4,885.00)
07/18/2018	STAPLES ADVANTAGE	Operating expense	\$	(1,048.09)
07/18/2018	ACLA, LLC	Art related expense	\$	(3,934.36)
07/18/2018	KOSAKU KANECHIKA	Works of Art	\$	(5,600.00)
07/18/2018	DR CANTZ'SCHE DRUCKEREI MEDIEN GMBH	Art related expense	\$	(33,317.62)

STM C

07/19/2018	AT&T	Operating expense	\$	(75.00)
07/19/2018	WESTERN EXTERMINATOR COMPANY	Operating expense	\$	(155.00)
07/20/2018	CAYAN	Bookstore - Expense	\$	(26.76)
07/23/2018	CANON FINANCIAL SERVICES, INC	Operating expense	\$	(549.94)
07/24/2018	COURTNEY CASAL	Art related expense	\$	(4,630.00)
07/24/2018	87AM	Art related expense	\$	(5,000.00)
07/24/2018	CLEARING LLC	Bookstore - Expense	\$	(46.00)
07/24/2018	HACHETTE BOOK GROUP	Bookstore - Expense	\$	(232.62)
07/24/2018	JAMES KIDD	Art related expense	\$	(4,620.00)
07/24/2018	KARMA	Bookstore - Expense	\$	(356.00)
07/24/2018	MCDERMOTT WILL & EMERY, LLP	Legal Fees	\$	(442.50)
07/24/2018	NATALIE LABRIOLA	Bookstore - Expense	\$	(45.00)
07/24/2018	SCAN TRENDS INC	Bookstore - Expense	\$	(238.56)
07/24/2018	TWIST EATERY	Operating expense	\$	(1,174.65)
07/24/2018	Typecraft	Art related expense	\$	(6,465.33)
07/24/2018	UPS	Bookstore - Expense	\$	(25.42)
07/24/2018	IN-FO CO	Art related expense	\$	(3,000.00)
07/24/2018	INGRAM PUBLISHER SERVICES	Bookstore - Expense	\$	(143.65)
07/24/2018	JAMIE G MANNE	Operating expense	\$	(546.35)
07/24/2018	WALTER KOENIG	Bookstore - Expense	\$	(84.94)
07/25/2018	PAYROLL	PAYROLL	\$	(50,000.00)
07/25/2018	INGRAM PUBLISHER SERVICES	Bookstore - Expense	\$	(199.12)
07/25/2018	LANE HAGOOD	Bookstore - Expense	\$	(57.17)
07/25/2018	PENGUIN RANDOM HOUSE LLC	Bookstore - Expense	\$	(291.89)
07/25/2018	THIRD DRAWER DOWN PTY LTD	Bookstore - Expense	\$	(504.56)
07/25/2018	TRILITERAL, LLC	Bookstore - Expense	\$	(199.67)
07/26/2018	ART CREATIVE PACK	Art related expense	\$	(53,667.01)
07/26/2018	THE SKATEROOM	Bookstore - Expense	\$	(6,135.00)
07/27/2018	PURCHASE POWER	Operating expense	\$	(93.66)
07/27/2018	LADWP	Operating expense	\$	(225.65)
07/27/2018	LADWP	Operating expense	\$	(885.78)
07/30/2018	HACHETTE BOOK GROUP	Bookstore - Expense	\$	(40.70)
07/30/2018	INGRAM PUBLISHER SERVICES	Bookstore - Expense	\$	(38.77)
07/30/2018	PENGUIN RANDOM HOUSE LLC	Bookstore - Expense	\$	(312.27)
07/30/2018	STACEY ALLAN	Art related expense	\$	(1,096.00)
07/30/2018	TWIST EATERY	Operating expense	\$	(565.04)
07/31/2018	ABBNEY GOLDEN	Art related expense	\$	(119.57)
07/31/2018	ACLA, LLC	Art related expense	\$	(1,346.88)
07/31/2018	ALLIED UNIVERSAL JANITORIAL SERVICES	Operating expense	\$	(10,983.44)
07/31/2018	AMERICAN TRANSPORTATION SYSTEMS	Operating expense	\$	(445.00)
07/31/2018	ANDY GUMP	Operating expense	\$	(541.38)
07/31/2018	ARNOLD CHAVEZ	Operating expense	\$	(1,325.00)
07/31/2018	ARTSMART INC	Accounting & Admin	\$	(3,000.00)
07/31/2018	BRIAN GETNICK	Bookstore - Expense	\$	(2,000.00)
07/31/2018	CARL LUNDSTROM	Bookstore - Expense	\$	(120.00)
07/31/2018	CLIFF DIGITAL	Operating expense	\$	(81.63)
07/31/2018	HANA LOCKSMITH	Operating expense	\$	(210.00)
07/31/2018	JOHNSON CONTROLS FIRE PROTECTION LP	Operating expense	\$	(2,243.89)
07/31/2018	KURT FISCHER STRUCTURAL ENGINEERING, INC	Art related expense	\$	(135.00)
07/31/2018	LIZA HAMALIAN	Operating expense	\$	(970.00)
07/31/2018	MASTER MASONRY CONCRETE CONSTRUCTION	Art related expense	\$	(1,650.00)
07/31/2018	MICHAEL ROTMAN	Art related expense	\$	(4,260.00)
07/31/2018	NEUTRINO NETWORKS, INC	Operating expense	\$	(2,686.76)
07/31/2018	OLSON VISUAL, INC	Art related expense	\$	(22,460.64)
07/31/2018	PRECISION CAD	Art related expense	\$	(8,500.00)
07/31/2018	RON ODELL'S CUSTOM CONCRETE	Art related expense	\$	(2,985.00)
07/31/2018	SCULPTURE CONSERVATION STUDIO	Art related expense	\$	(920.00)
07/31/2018	STAPLES ADVANTAGE	Operating expense	\$	(859.09)
07/31/2018	THE AMGRAPH GROUP	Art related expense	\$	(1,200.00)
07/31/2018	VURO INDUSTRIES, INC	Art related expense	\$	(1,750.00)
07/31/2018	WOOD PECKER DESIGN	Art related expense	\$	(23,200.00)
07/31/2018	BALTRANS INTERNATIONAL MOVING LTD	Art related expense	\$	(37,910.00)

S/MT ✓

07/31/2018	ATSUSHI KASHIWEGI	Bookstore - Expense	\$	(1,765.78)
07/31/2018	MER PAPER	Bookstore - Expense	\$	(167.88)
07/31/2018	SADIE COLES	Bookstore - Expense	\$	(243.66)
07/31/2018	GALERIE PERROTIN	Bookstore - Expense	\$	(210.66)
08/01/2018	EMANUEL LAYR	Works of Art	\$	(52,692.00)
08/01/2018	VISUAL APEX, INC	Art related expense	\$	(684.00)
08/02/2018	AT&T	Operating expense	\$	(99.25)
08/06/2018	ATSUSHI KASHIWEGI	Bookstore - Expense	\$	(3,729.73)
08/07/2018	SELETTI NORTH AMERICA	Bookstore - Expense	\$	(3,255.00)
08/07/2018	LITMOS, LLC	Operating expense	\$	(2,368.00)
08/07/2018	CRMDNA LLC	Operating expense	\$	(918.75)
08/07/2018	ACC BUSINESS	Operating expense	\$	(1,202.66)
08/07/2018	ACLA, LLC	Art related expense	\$	(1,793.65)
08/07/2018	Uline	Art related expense	\$	(1,301.12)
08/07/2018	THE IRIS COMPANIES	Art related expense	\$	(140.00)
08/07/2018	ROSE BRAND	Art related expense	\$	(7,119.93)
08/07/2018	MITSUBISHI ELECTRIC US, INC	Operating expense	\$	(1,200.00)
08/07/2018	MARTIN OUTDOOR MEDIA LLC	Art related expense	\$	(7,300.00)
08/07/2018	FIRST ADVANTAGE BACKGROUND SERVICES CORP	Operating expense	\$	(89.66)
08/07/2018	EYECANBOMB PRODUCTIONS	Art related expense	\$	(2,324.00)
08/07/2018	COMMUNAL LLC	Operating expense	\$	(325.00)
08/07/2018	COMMONWEALTH PROJECTS INC	Art related expense	\$	(3,000.00)
08/07/2018	CLIFF DIGITAL	Art related expense	\$	(1,494.59)
08/07/2018	ALLIED UNIVERSAL JANITORIAL SERVICES	Operating expense	\$	(11,055.23)
08/07/2018	UPS	Bookstore - Expense	\$	(36.60)
08/07/2018	TWIST EATERY	Operating expense	\$	(550.70)
08/07/2018	THERESE E LEPINE	Art related expense	\$	(297.64)
08/07/2018	SUNBELT RENTALS	Art related expense	\$	(701.50)
08/07/2018	SCAN TRENDS INC	Bookstore - Expense	\$	(318.08)
08/07/2018	PENGUIN RANDOM HOUSE LLC	Bookstore - Expense	\$	(279.34)
08/07/2018	OWL STUDIOS INC	Bookstore - Expense	\$	(175.00)
08/07/2018	MACEO KEELING	Bookstore - Expense	\$	(2,120.00)
08/07/2018	INGRAM PUBLISHER SERVICES	Bookstore - Expense	\$	(611.52)
08/07/2018	HACHETTE BOOK GROUP	Bookstore - Expense	\$	(434.82)
08/07/2018	BUYOLYMPIA COM	Bookstore - Expense	\$	(289.36)
08/07/2018	ARTSMART INC	Accounting & Admin	\$	(3,000.00)
08/07/2018	AMERICAN TRANSPORTATION SYSTEMS	Operating expense	\$	(420.00)
08/07/2018	ALI JUSTINE SUBOTNICK	Art related expense	\$	(6,250.00)
08/07/2018	PAYROLL	PAYROLL	\$	(20,000.00)
08/09/2018	GLOBAL INDUSTRIAL	Art related expense	\$	(13,134.69)
08/10/2018	CHASE VISA	Chase Visa	\$	(13,000.00)
08/13/2018	SIS SRL / KAUFMAN REPETTO	Art related expense	\$	(11,455.00)
08/13/2018	PAYROLL	PAYROLL	\$	(50,000.00)
08/13/2018	VOLTBAR	Art related expense	\$	(1,088.43)
08/13/2018	UPS	Bookstore - Expense	\$	(44.43)
08/13/2018	Uline	Art related expense	\$	(264.15)
08/13/2018	THIRD EYE COLLECTIVE, LLC	Art related expense	\$	(6,500.00)
08/13/2018	TAUBA AUERBACH	Bookstore - Expense	\$	(100.00)
08/13/2018	SUNBELT RENTALS	Art related expense	\$	(2,688.92)
08/13/2018	STAPLES ADVANTAGE	Operating expense	\$	(887.44)
08/13/2018	PETER ORTEL	Art related expense	\$	(107.74)
08/13/2018	OLIVIA MARCIANO	Art related expense	\$	(126.00)
08/13/2018	NEUTRINO NETWORKS, INC	Operating expense	\$	(1,104.92)
08/13/2018	INGRAM PUBLISHER SERVICES	Bookstore - Expense	\$	(822.96)
08/13/2018	IDEA BOOKS	Bookstore - Expense	\$	(209.40)
08/13/2018	HACHETTE BOOK GROUP	Bookstore - Expense	\$	(1,149.21)
08/13/2018	EISNER JAFFE	Legal Fees	\$	(4,009.68)
08/13/2018	COURTNEY CASAL	Art related expense	\$	(154.16)
08/13/2018	ATHENS SERVICES	Operating expense	\$	(418.82)
08/13/2018	ANTON KERN GALLERY	Bookstore - Expense	\$	(360.80)
08/13/2018	ANTHEM BLUE CROSS L AND H	Insurance	\$	(1,401.00)
08/13/2018	ADAM MARNIE	Art related expense	\$	(30.00)

S/MC

08/14/2018	OLSON VISUAL, INC	Art related expense	\$	(5,843.60)
08/14/2018	CLIFF DIGITAL	Art related expense	\$	(301.37)
08/14/2018	87AM	Art related expense	\$	(5,000.00)
08/15/2018	STATE BOARD OF EQUALIZATION	Bookstore - Expense	\$	(244.81)
08/15/2018	WESTERN EXTERMINATOR COMPANY	Operating expense	\$	(155.00)
08/15/2018	UEYAMA US INC	Bookstore - Expense	\$	(24,662.50)
08/15/2018	AMBER IBARRECHE	Bookstore - Expense	\$	(955.00)
08/15/2018	WOOD PECKER DESIGN	Art related expense	\$	(7,250.00)
08/15/2018	UPS	Bookstore - Expense	\$	(318.11)
08/15/2018	PENGUIN RANDOM HOUSE LLC	Bookstore - Expense	\$	(189.90)
08/15/2018	MODESTO OLIVA	Building -construction	\$	(14,400.00)
08/15/2018	MASTERPIECE INTERNATIONAL, LTD	Art related expense	\$	(26,911.28)
08/15/2018	JEFFREY DEITCH	Art related expense	\$	(1,619.81)
08/15/2018	INGRAM PUBLISHER SERVICES	Bookstore - Expense	\$	(545.40)
08/15/2018	HACHETTE BOOK GROUP	Bookstore - Expense	\$	(234.59)
08/15/2018	CHICAGO DISTRIBUTION CENTER	Bookstore - Expense	\$	(141.17)
08/15/2018	ART SERVICES MELROSE INC	Art related expense	\$	(42,650.25)
08/15/2018	SUNYOUNG KIM	Art related expense	\$	(1,495.00)
08/15/2018	STUART WRIGHT	Art related expense	\$	(1,725.00)
08/15/2018	MATHEW TIMMONS	Art related expense	\$	(2,065.00)
08/15/2018	MARGOT ELENA RADA	Art related expense	\$	(2,371.25)
08/15/2018	KRYSTINE MURRY	Art related expense	\$	(1,493.75)
08/15/2018	JEREMY ROCINE	Art related expense	\$	(2,070.00)
08/15/2018	JENNIFER JUNE STRAWN	Art related expense	\$	(3,020.00)
08/15/2018	ADALBERTO ALVAREZ	Art related expense	\$	(2,318.75)
08/15/2018	W W NORTON & COMPANY	Bookstore - Expense	\$	(161.77)
08/15/2018	SUNYOUNG KIM	Art related expense	\$	(195.00)
08/15/2018	STUART WRIGHT	Art related expense	\$	(1,856.25)
08/15/2018	PENGUIN RANDOM HOUSE LLC	Bookstore - Expense	\$	(326.54)
08/15/2018	MAXWELL ROBERT KRIVITZKY	Art related expense	\$	(2,590.00)
08/15/2018	MATTHEW SIEGLE	Art related expense	\$	(1,413.13)
08/15/2018	MATHEW TIMMONS	Art related expense	\$	(2,165.63)
08/15/2018	MARGOT ELENA RADA	Art related expense	\$	(1,347.50)
08/15/2018	LIGHTING ZONE	Art related expense	\$	(2,160.75)
08/15/2018	KRYSTINE MURRY	Art related expense	\$	(137.50)
08/15/2018	KEVIN CHAPPELLE	Art related expense	\$	(72.83)
08/15/2018	JW PICTURES INC	Art related expense	\$	(2,197.00)
08/15/2018	JEREMY ROCINE	Art related expense	\$	(2,445.00)
08/15/2018	JENNIFER JUNE STRAWN	Art related expense	\$	(2,475.00)
08/15/2018	INGRAM PUBLISHER SERVICES	Bookstore - Expense	\$	(644.81)
08/15/2018	GARAY'S ELECTRIC	Art related expense	\$	(3,725.00)
08/15/2018	ELITE ART SERVICES, LLC	Art related expense	\$	(8,500.00)
08/15/2018	DANIEL VINCENT NEWMAN	Art related expense	\$	(2,616.25)
08/15/2018	CLIFF DIGITAL	Art related expense	\$	(81.63)
08/15/2018	ADALBERTO ALVAREZ	Art related expense	\$	(1,430.63)
08/15/2018	ACLA, LLC	Art related expense	\$	(742.05)
08/17/2018	AT&T	Operating expense	\$	(640.78)
08/20/2018	AT&T	Operating expense	\$	(75.00)
08/21/2018	CAYAN	Bookstore - Expense	\$	(26.76)
08/21/2018	GREENE NAFTALI GALLERY	Works of Art	\$	(80,000.00)
08/21/2018	GARAY'S ELECTRIC	Art related expense	\$	(850.00)
08/21/2018	VURO INDUSTRIES, INC	Art related expense	\$	(8,430.00)
08/21/2018	VURO INDUSTRIES, INC	Art related expense	\$	(7,097.38)
08/21/2018	UPS SUPPLY CHAIN SOLUTIONS INC	Bookstore - Expense	\$	(36.68)
08/21/2018	TWIST EATERY	Operating expense	\$	(822.41)
08/21/2018	SKARSTEDT GALLERY LTD	Bookstore - Expense	\$	(172.50)
08/21/2018	SCAN TRENDS INC	Bookstore - Expense	\$	(397.60)
08/21/2018	RAM PUBLICATIONS & DISTRIBUTION	Bookstore - Expense	\$	(319.44)
08/21/2018	PENGUIN RANDOM HOUSE LLC	Bookstore - Expense	\$	(458.20)
08/21/2018	NICOLE RUSSELL	Bookstore - Expense	\$	(308.00)
08/21/2018	MPS	Bookstore - Expense	\$	(140.40)
08/21/2018	MIDWAY CONTEMPORARY ART	Bookstore - Expense	\$	(130.48)

STMT C

08/21/2018	JILL MULLEADY	Bookstore - Expense	\$	(280.00)
08/21/2018	INGRAM PUBLISHER SERVICES	Bookstore - Expense	\$	(515.91)
08/21/2018	HESSE PRESS LLC	Bookstore - Expense	\$	(150.00)
08/21/2018	HACHETTE BOOK GROUP	Bookstore - Expense	\$	(202.81)
08/21/2018	GHEBALY GALLERY	Bookstore - Expense	\$	(45.00)
08/21/2018	FRIEDRICH PETZEL GALLERY	Bookstore - Expense	\$	(137.72)
08/21/2018	DUKE UNIVERSITY PRESS	Bookstore - Expense	\$	(41.31)
08/21/2018	CLAY HICKSON	Bookstore - Expense	\$	(132.50)
08/21/2018	ARTSMART INC.	Accounting & Admin	\$	(3,000.00)
08/21/2018	AREAWARE, INC	Bookstore - Expense	\$	(180.00)
08/22/2018	STUDIO ARHOJ	Bookstore - Expense	\$	(915.77)
08/22/2018	MOMENTOUS INSURANCE BROKERAGE, INC	Insurance	\$	(1,065.38)
08/22/2018	PRIMARY COLOR SYSTEMS	Art related expense	\$	(8,326.18)
08/22/2018	PREMIERE VALET SERVICES INC	Art related expense	\$	(5,947.50)
08/22/2018	MOMENTOUS INSURANCE BROKERAGE, INC	Insurance	\$	(4,662.58)
08/22/2018	CLIFF DIGITAL	Art related expense	\$	(110.29)
08/22/2018	CHUBB GROUP OF INSURANCE COMPANIES	Insurance	\$	(11,799.41)
08/23/2018	STATE BOARD OF EQUALIZATION	Bookstore - Expense	\$	(2,402.42)
08/23/2018	CHASE VISA	Chase Visa	\$	(20,635.46)
08/23/2018	PAYROLL	PAYROLL	\$	(50,000.00)
08/28/2018	CHASE VISA	Chase Visa	\$	(9,690.75)
08/28/2018	LADWP	Operating expense	\$	(227.87)
08/28/2018	UPS	Bookstore - Expense	\$	(105.76)
08/28/2018	JAMIE G MANNE	Operating expense	\$	(135.77)
08/28/2018	INGRAM PUBLISHER SERVICES	Bookstore - Expense	\$	(1,185.30)
08/29/2018	THIRD EYE COLLECTIVE, LLC	Art related expense	\$	(5,502.00)
		TOTAL GRANT	\$	1,500,000.00
		TOTAL EXPENDITURES	\$	(1,500,000.00)
		NET	\$	-

STMT ✓

	GRANT AMOUNT		\$	2,000,000.00
08/29/2018	THIRD EYE COLLECTIVE, LLC	Art related expense	\$	(998 00)
08/29/2018	THE IRIS COMPANIES	Art related expense	\$	(72.75)
08/29/2018	THE AMGRAPH GROUP	Art related expense	\$	(1,852 00)
08/29/2018	TATYANA M THOMPSON & ASSOCIATES, INC	Art related expense	\$	(700 00)
08/29/2018	SUNBELT RENTALS	Art related expense	\$	(708 89)
08/29/2018	STAPLES ADVANTAGE	Operating expense	\$	(566 98)
08/29/2018	SKYE GRAPHICS	Art related expense	\$	(1,040 26)
08/29/2018	SKUID, INC	Operating expense	\$	(1,980 00)
08/29/2018	NEUTRINO NETWORKS, INC	Operating expense	\$	(538 75)
08/29/2018	MEDIA ART SERVICES	Art related expense	\$	(986.00)
08/29/2018	GREG CURTIS	Art related expense	\$	(22.84)
08/29/2018	CAL CHAMBER OF COMMERCE	Operating expense	\$	(1,292.49)
08/29/2018	BEARCOM SALES	Operating expense	\$	(5,037.00)
08/29/2018	ARNOLD CHAVEZ	Operating expense	\$	(1,325.00)
08/29/2018	ABM PARKING SERVICES	Operating expense	\$	(10,344 00)
08/29/2018	AARON MORROW	Operating expense	\$	(1,200.00)
08/30/2018	CANON FINANCIAL SERVICES, INC	Operating expense	\$	(546 01)
08/30/2018	CSI SECURITY, INC	Operating expense	\$	(277 68)
08/30/2018	COSCO FIRE PROTECTION INC	Operating expense	\$	(195 00)
08/30/2018	ACC BUSINESS	Operating expense	\$	(1,282 68)
09/04/2018	TANYA BONAKDAR GALLERY	Works of Art	\$	(162,806.00)
09/04/2018	Sales Tax	Bookstore - Expense	\$	(1,227.44)
09/05/2018	Payroll	PAYROLL	\$	(50,000.00)
09/05/2018	ACLA, LLC	Art related expense	\$	(18,894.50)
09/05/2018	CITY VIEW MARKETING	Art related expense	\$	(18,500 00)
09/05/2018	WOLFGANG PUCK CATERING	Art related expense	\$	(54,300 06)
09/05/2018	UPS	Bookstore - Expense	\$	(68 86)
09/05/2018	TWIST EATERY	Operating expense	\$	(615 55)
09/05/2018	TRILITERAL, LLC	Bookstore - Expense	\$	(190.41)
09/05/2018	THIRD EYE COLLECTIVE, LLC	Art related expense	\$	(6,500 00)
09/05/2018	SUNBELT RENTALS	Art related expense	\$	(1,540.53)
09/05/2018	SCAN TRENDS INC	Bookstore - Expense	\$	(397.60)
09/05/2018	PENGUIN RANDOM HOUSE LLC	Bookstore - Expense	\$	(909.50)
09/05/2018	MADER NEWS, INC	Bookstore - Expense	\$	(26.79)
09/05/2018	INGRAM PUBLISHER SERVICES	Bookstore - Expense	\$	(207.64)
09/05/2018	HACHETTE BOOK GROUP	Bookstore - Expense	\$	(616 42)
09/05/2018	ERICA MAHINAY	Bookstore - Expense	\$	(300.00)
09/05/2018	ASHLEY DISTRIBUTORS	Art related expense	\$	(287 44)
09/05/2018	ARTSMART INC	Accounting & Admin	\$	(3,000 00)
09/05/2018	ADVISORY BOARD CRYSTALS	Bookstore - Expense	\$	(5,293 00)
09/06/2018	AWW GERMANY	Art related expense	\$	(5,833.50)
09/07/2018	AT&T	Operating expense	\$	(682 29)
09/10/2018	JOHN MARR	Bookstore - Expense	\$	(44.70)
09/10/2018	WOOD PECKER DESIGN	Art related expense	\$	(27,500 00)
09/10/2018	UPS	Bookstore - Expense	\$	(59.28)
09/10/2018	TWIST EATERY	Operating expense	\$	(353.57)
09/10/2018	THIRD DRAWER DOWN PTY LTD	Bookstore - Expense	\$	(1,286.00)
09/10/2018	THE MOCA STORE	Bookstore - Expense	\$	(179.88)
09/10/2018	POMONA COLLEGE MUSEUM OF ART	Bookstore - Expense	\$	(401 49)
09/10/2018	NEUTRINO NETWORKS, INC	Operating expense	\$	(429.92)
09/10/2018	JOHN WILEY & SONS INC	Bookstore - Expense	\$	(142.84)
09/10/2018	INGRAM PUBLISHER SERVICES	Bookstore - Expense	\$	(20.29)
09/10/2018	HALF LETTER PRESS	Bookstore - Expense	\$	(97.80)
09/10/2018	GARAY'S ELECTRIC	Art related expense	\$	(2,150.00)
09/10/2018	GAGOSIAN GALLERY, INC	Bookstore - Expense	\$	(280.00)
09/10/2018	FAT POSSUM RECORDS	Bookstore - Expense	\$	(95.00)
09/10/2018	DOPE PRESS LLC	Bookstore - Expense	\$	(207 00)
09/10/2018	COMMONWEALTH PROJECTS INC	Art related expense	\$	(2,384.74)
09/10/2018	BUYOLYMPIA COM	Bookstore - Expense	\$	(345 85)
09/10/2018	ATHENS SERVICES	Operating expense	\$	(821 34)
09/10/2018	ART SERVICES MELROSE INC	Bookstore - Expense	\$	(480 71)
09/10/2018	ALBRIGHT KNOX ART GALLERY	Bookstore - Expense	\$	(150 00)
09/10/2018	5 STAR GLASS TINTING AND COATING	Art related expense	\$	(390 00)

SMC ✓

09/11/2018	RA ENTERPRISES	Bookstore - Expense	\$	(885.07)
09/11/2018	APARTAMENTO	Bookstore - Expense	\$	(230.73)
09/11/2018	FRIEDRICH PETZEL GALLERY	Bookstore - Expense	\$	(227.23)
09/11/2018	Payroll	PAYROLL	\$	(50,000.00)
09/11/2018	JAN KAPS	Bookstore - Expense	\$	(176.20)
09/11/2018	TRILITERAL, LLC	Bookstore - Expense	\$	(146.53)
09/11/2018	RAM PUBLICATIONS & DISTRIBUTION	Bookstore - Expense	\$	(382.75)
09/11/2018	PENN STATE UNIVERSITY PRESS	Bookstore - Expense	\$	(237.16)
09/11/2018	MOCA MUSEUM OF CONTEMPORARY ART NORTH MIAMI	Bookstore - Expense	\$	(95.00)
09/11/2018	MARIAN GOODMAN GALLERY	Bookstore - Expense	\$	(630.30)
09/11/2018	IDEA BOOKS	Bookstore - Expense	\$	(248.40)
09/12/2018	PREMIERE VALET SERVICES INC	Art related expense	\$	(5,947.50)
09/12/2018	UPS SUPPLY CHAIN SOLUTIONS INC	Bookstore - Expense	\$	(45.32)
09/12/2018	Uline	Art related expense	\$	(1,309.06)
09/12/2018	THERESE E LEPINE	Art related expense	\$	(569.68)
09/12/2018	SUNYOUNG KIM	Art related expense	\$	(1,065.00)
09/12/2018	SUNBELT RENTALS	Art related expense	\$	(18,334.69)
09/12/2018	STUART WRIGHT	Art related expense	\$	(1,282.50)
09/12/2018	STAPLES ADVANTAGE	Operating expense	\$	(2,370.78)
09/12/2018	STACEY ALLAN	Art related expense	\$	(1,600.00)
09/12/2018	SKYE GRAPHICS	Art related expense	\$	(82.13)
09/12/2018	ROSANNA FLOUTY	Art related expense	\$	(1,775.00)
09/12/2018	POCAHONTUS + ZARATHUSTRA	Art related expense	\$	(4,840.00)
09/12/2018	MITSUBISHI ELECTRIC US, INC	Operating expense	\$	(1,200.00)
09/12/2018	MEDIA ART SERVICES	Art related expense	\$	(2,374.00)
09/12/2018	MATTHEW SIEGLE	Art related expense	\$	(945.00)
09/12/2018	MATHEW TIMMONS	Art related expense	\$	(840.00)
09/12/2018	LIZA HAMALIAN	Operating expense	\$	(210.11)
09/12/2018	LA BEST COMPANY	Art related expense	\$	(1,000.00)
09/12/2018	KRYSTINE MURRY	Art related expense	\$	(1,156.25)
09/12/2018	JEREMY ROCINE	Art related expense	\$	(2,340.00)
09/12/2018	IAN BYERS-GAMBER	Art related expense	\$	(400.00)
09/12/2018	COMMUNAL LLC	Operating expense	\$	(325.00)
09/12/2018	COLLEEN BROGAN	Art related expense	\$	(1,775.00)
09/12/2018	CLIFF DIGITAL	Art related expense	\$	(81.63)
09/12/2018	ANDY GUMP	Operating expense	\$	(541.38)
09/12/2018	ALLIED UNIVERSAL JANITORIAL SERVICES	Operating expense	\$	(24,192.30)
09/12/2018	ALI JUSTINE SUBOTNICK	Art related expense	\$	(6,250.00)
09/12/2018	ADALBERTO ALVAREZ	Art related expense	\$	(1,846.25)
09/12/2018	ACLA, LLC	Art related expense	\$	(9,924.53)
09/12/2018	ABM PARKING SERVICES	Operating expense	\$	(10,188.48)
09/13/2018	FRANCHISE TAX BOARD	Operating expense	\$	(250.00)
09/17/2018	ATSUSHI KASHIWEGI	Bookstore - Expense	\$	(4,901.90)
09/17/2018	WHY ARCHITECTURE	Bookstore - Expense	\$	(2,800.00)
09/17/2018	VURO INDUSTRIES, INC	Art related expense	\$	(5,997.38)
09/17/2018	TWIST EATERY	Operating expense	\$	(380.33)
09/17/2018	TIXTRACK INC	Operating expense	\$	(40,000.00)
09/17/2018	SKYE GRAPHICS	Art related expense	\$	(1,396.13)
09/17/2018	PENGUIN RANDOM HOUSE LLC	Bookstore - Expense	\$	(480.66)
09/17/2018	MIKE FESWICK	Bookstore - Expense	\$	(60.00)
09/17/2018	INGRAM PUBLISHER SERVICES	Bookstore - Expense	\$	(748.76)
09/17/2018	IDEA BOOKS	Bookstore - Expense	\$	(177.90)
09/17/2018	DUKE UNIVERSITY PRESS	Bookstore - Expense	\$	(97.04)
09/17/2018	CLIFF DIGITAL	Art related expense	\$	(90.18)
09/17/2018	BLUE WATER LAW, P C	Legal Fees	\$	(2,000.00)
09/17/2018	AREAWARE, INC	Bookstore - Expense	\$	(180.00)
09/17/2018	ANTHEM BLUE CROSS L AND H	Insurance	\$	(1,541.10)
09/18/2018	AT&T	Operating expense	\$	(75.00)
09/19/2018	AMBER IBARRECHE	Bookstore - Expense	\$	(817.00)
09/19/2018	THE SKATEROOM	Bookstore - Expense	\$	(2,086.63)
09/19/2018	CONTRAPPUNTO SRL	Bookstore - Expense	\$	(318.00)
09/19/2018	ANTENNE BOOKS LTD	Bookstore - Expense	\$	(107.25)
09/19/2018	Uline	Art related expense	\$	(402.33)
09/19/2018	TRILITERAL, LLC	Bookstore - Expense	\$	(85.50)
09/19/2018	THE CONTEMPORARY AUSTIN	Bookstore - Expense	\$	(144.00)

STAT C

09/19/2018	PRIMARY COLOR SYSTEMS	Art related expense	\$	(9,914.52)
09/19/2018	LENKA CLAYTON	Bookstore - Expense	\$	(100.00)
09/19/2018	INGRAM PUBLISHER SERVICES	Bookstore - Expense	\$	(378.04)
09/19/2018	HAT & BEARD, LLC	Bookstore - Expense	\$	(96.00)
09/19/2018	HACHETTE BOOK GROUP	Bookstore - Expense	\$	(634.78)
09/19/2018	GARAY'S ELECTRIC	Art related expense	\$	(10,500.00)
09/19/2018	87AM	Art related expense	\$	(5,000.00)
09/20/2018	KLEVERING	Bookstore - Expense	\$	(1,112.97)
09/20/2018	KAIKAI KIKI CO, LTD	Bookstore - Expense	\$	(3,468.28)
09/20/2018	CHASE VISA	Chase Visa	\$	(15,560.89)
09/20/2018	LADWP	Operating expense	\$	(227.87)
09/20/2018	WESTERN EXTERMINATOR COMPANY	Operating expense	\$	(155.00)
09/24/2018	PAYROLL	PAYROLL	\$	(50,000.00)
09/24/2018	STATE BOARD OF EQUALIZATION	Bookstore - Expense	\$	(4,462.45)
09/24/2018	CANON FINANCIAL SERVICES, INC	Operating expense	\$	(697.92)
09/24/2018	LADWP	Operating expense	\$	(67,850.31)
09/25/2018	TWIST EATERY	Art related expense	\$	(2,039.20)
09/25/2018	THE AMGRAPH GROUP	Art related expense	\$	(43,372.90)
09/25/2018	SAFE SCAFFOLDING	Art related expense	\$	(5,684.00)
09/25/2018	MODESTO OLIVA	Art related expense	\$	(14,100.00)
09/25/2018	METAL FABRICATION AND ART LLC	Art related expense	\$	(18,770.95)
09/25/2018	ACLA, LLC	Art related expense	\$	(10,564.97)
09/25/2018	VURO INDUSTRIES, INC	Art related expense	\$	(1,750.00)
09/25/2018	UPS	Bookstore - Expense	\$	(125.35)
09/25/2018	SUNBELT RENTALS	Art related expense	\$	(2,127.76)
09/25/2018	SKLAR KIRSH, LLP	Legal Fees	\$	(843.00)
09/25/2018	PENGUIN RANDOM HOUSE LLC	Bookstore - Expense	\$	(185.89)
09/25/2018	MICHAEL ROTMAN	Art related expense	\$	(4,260.00)
09/25/2018	GARAY'S ELECTRIC	Art related expense	\$	(2,500.00)
09/25/2018	DUNES INN - WILSHIRE	Art related expense	\$	(857.63)
09/25/2018	ARTSMART INC	Accounting & Admin	\$	(3,500.00)
09/25/2018	ACLA, LLC	Art related expense	\$	(1,116.27)
09/26/2018	WOLFGANG PUCK CATERING	Art related expense	\$	(54,300.06)
09/27/2018	CHASE VISA	Chase Visa	\$	(9,523.65)
10/01/2018	SUNBELT RENTALS	Art related expense	\$	(6,926.71)
10/01/2018	UPS	Bookstore - Expense	\$	(33.80)
10/01/2018	TRILITERAL, LLC	Bookstore - Expense	\$	(45.45)
10/01/2018	STAPLES ADVANTAGE	Operating expense	\$	(1,378.55)
10/01/2018	RAM PUBLICATIONS & DISTRIBUTION	Bookstore - Expense	\$	(158.92)
10/01/2018	PREMIERE VALET SERVICES INC	Art related expense	\$	(2,520.00)
10/01/2018	PETER ORTEL	Art related expense	\$	(520.93)
10/01/2018	OLSON VISUAL, INC	Art related expense	\$	(4,871.60)
10/01/2018	NICOLE RUSSELL	Bookstore - Expense	\$	(443.00)
10/01/2018	KURT FISCHER STRUCTURAL ENGINEERING, INC	Building -construction	\$	(1,005.88)
10/01/2018	KATHRYN PINTO	Art related expense	\$	(630.00)
10/01/2018	K&S AIR CONDITIONING INC	Operating expense	\$	(270.00)
10/01/2018	JULIEN CALERO	Art related expense	\$	(4,000.00)
10/01/2018	JONATHAN HERNANDEZ	Art related expense	\$	(81.78)
10/01/2018	JAMES CALHOUN	Art related expense	\$	(4,275.00)
10/01/2018	INGRAM PUBLISHER SERVICES	Bookstore - Expense	\$	(405.29)
10/01/2018	IN-FO CO	Art related expense	\$	(2,500.00)
10/01/2018	HANA LOCKSMITH	Operating expense	\$	(118.24)
10/01/2018	HACHETTE BOOK GROUP	Bookstore - Expense	\$	(38.23)
10/01/2018	FALLEN FRUIT	Bookstore - Expense	\$	(300.00)
10/01/2018	EYECANBOMB PRODUCTIONS	Art related expense	\$	(500.00)
10/01/2018	CRMDNA LLC	Operating expense	\$	(1,181.25)
10/01/2018	COURTNEY CASAL	Art related expense	\$	(891.70)
10/01/2018	CLIFF DIGITAL	Art related expense	\$	(81.63)
10/01/2018	BENJAMIN REISS	Art related expense	\$	(1,327.50)
10/01/2018	ARNOLD CHAVEZ	Operating expense	\$	(1,325.00)
10/01/2018	ANDY GUMP	Operating expense	\$	(541.38)
10/01/2018	ACLA, LLC	Art related expense	\$	(1,843.72)
10/01/2018	ABM PARKING SERVICES	Operating expense	\$	(10,996.21)
10/02/2018	THIRD EYE COLLECTIVE, LLC	Art related expense	\$	(6,500.00)
10/02/2018	ARTSMART INC	Accounting & Admin	\$	(3,500.00)

STMP C

10/02/2018	CONTRAPPUNTO SRL	Bookstore - Expense	\$	(262.00)
10/02/2018	CAYAN	Bookstore - Expense	\$	(795.51)
10/02/2018	AT&T	Operating expense	\$	(60.75)
10/03/2018	ABIMAGES	Art related expense	\$	(3,150.00)
10/03/2018	ALMIGHTY & INSANE BOOKS	Bookstore - Expense	\$	(60.00)
10/03/2018	IDEA BOOKS	Bookstore - Expense	\$	(183.30)
10/03/2018	INGRAM PUBLISHER SERVICES	Bookstore - Expense	\$	(142.84)
10/03/2018	MAGNOLIA PICTURES LLC	Bookstore - Expense	\$	(750.00)
10/03/2018	MPS	Bookstore - Expense	\$	(64.69)
10/03/2018	PENGUIN RANDOM HOUSE LLC	Bookstore - Expense	\$	(15.47)
10/03/2018	UPS	Bookstore - Expense	\$	(96.42)
10/04/2018	ACC BUSINESS	Operating expense	\$	(1,282.68)
10/04/2018	PAYROLL	PAYROLL	\$	(20,000.00)
10/09/2018	Uline	Bookstore - Expense	\$	(2,294.06)
10/09/2018	AARON MORROW	Operating expense	\$	(720.00)
10/09/2018	ACLA, LLC	Art related expense	\$	(2,146.86)
10/09/2018	ARTISTS RIGHTS SOCIETY	Art related expense	\$	(500.00)
10/09/2018	Bright Event Rentals	Art related expense	\$	(22,921.09)
10/09/2018	CITY OF LA BUILDING AND SAFETY	Operating expense	\$	(663.81)
10/09/2018	EYECANBOMB PRODUCTIONS	Art related expense	\$	(750.00)
10/09/2018	IDEA BOOKS	Bookstore - Expense	\$	(157.50)
10/09/2018	JAMIE G MANNE	Operating expense	\$	(51.11)
10/09/2018	MADER NEWS, INC	Bookstore - Expense	\$	(22.00)
10/09/2018	MCDERMOTT WILL & EMERY, LLP	Legal Fees	\$	(236.25)
10/09/2018	MITSUBISHI ELECTRIC US, INC	Operating expense	\$	(1,200.00)
10/09/2018	NEUTRINO NETWORKS, INC	Operating expense	\$	(776.25)
10/09/2018	PENGUIN RANOOM HOUSE LLC	Bookstore - Expense	\$	(237.45)
10/09/2018	SCAN TRENDS INC	Bookstore - Expense	\$	(397.60)
10/09/2018	SUNBELT RENTALS	Art related expense	\$	(869.03)
10/09/2018	TRIUTERL, LLC	Bookstore - Expense	\$	(128.33)
10/09/2018	TWIST EATERY	Operating expense	\$	(317.05)
10/09/2018	W W NORTON & COMPANY	Bookstore - Expense	\$	(121.70)
10/09/2018	STUDIO ARHOJ	Bookstore - Expense	\$	(865.36)
10/09/2018	PAYROLL	PAYROLL	\$	(10,000.00)
10/10/2018	ALLIED UNIVERSAL JANITORIAL SERVICES	Operating expense	\$	(1,875.36)
10/10/2018	ANTHEM BLUE CROSS L AND H	Insurance	\$	(1,541.10)
10/10/2018	ART SERVICES MELROSE INC	Bookstore - Expense	\$	(2,463.75)
10/10/2018	EDER CETINA	Art related expense	\$	(2,879.25)
10/10/2018	EISNER JAFFE	Legal Fees	\$	(2,842.33)
10/10/2018	FIRST ADVANTAGE BACKGROUND SERVICES CORP	Operating expense	\$	(1,123.73)
10/10/2018	MODESTO OLIVA	Operating expense	\$	(2,800.00)
10/10/2018	SUNBELT RENTALS	Art related expense	\$	(1,390.09)
10/10/2018	THIRD EYE COLLECTIVE, LLC	Art related expense	\$	(1,279.92)
10/10/2018	TRAINED TO PERFECTION LLC	Art related expense	\$	(1,695.00)
10/10/2018	VOLTBAR	Operating expense	\$	(1,400.00)
10/10/2018	ARTLOGIC MEDIA LTD	Operating expense	\$	(2,129.19)
10/10/2018	PAYROLL	PAYROLL	\$	(15,000.00)
10/11/2018	AT&T	Operating expense	\$	(640.88)
10/12/2018	YUNUS ABRAHAM	Operating expense	\$	(356.16)
10/15/2018	Square	Bookstore - Expense	\$	(0.01)
10/15/2018	GLADSTONE GALLERY	Works of Art	\$	(465,480.00)
10/16/2018	ARTSMART INC	Accounting & Admin	\$	(3,500.00)
10/16/2018	DUKE UNIVERSITY PRESS	Bookstore - Expense	\$	(102.36)
10/16/2018	EYECANBOMB PRODUCTIONS	Art related expense	\$	(6,299.99)
10/16/2018	HACHETTE BOOK GROUP	Bookstore - Expense	\$	(483.87)
10/16/2018	INGRAM PUBLISHER SERVICES	Bookstore - Expense	\$	(1,152.56)
10/16/2018	MADER NEWS, INC	Bookstore - Expense	\$	(68.00)
10/16/2018	PENGUIN RANDOM HOUSE LLC	Bookstore - Expense	\$	(552.16)
10/16/2018	UPS	Bookstore - Expense	\$	(41.97)
10/16/2018	W W NORTON & COMPANY	Bookstore - Expense	\$	(37.50)
10/16/2018	WESTERN EXTERMINATOR COMPANY	Operating expense	\$	(155.00)
10/17/2018	ABM PARKING SERVICES	Operating expense	\$	(8,420.16)
10/17/2018	ADALBERTO ALVAREZ	Art related expense	\$	(910.00)
10/17/2018	ALLIED UNIVERSAL JANITORIAL SERVICES	Operating expense	\$	(10,983.44)
10/17/2018	DORIAN LYNDE	Art related expense	\$	(800.00)

SMPC

10/17/2018	EYECANBOMB PRODUCTIONS	Art related expense	\$	(6,825.00)
10/17/2018	FIRST ADVANTAGE BACKGROUND SERVICES CORP	Operating expense	\$	(447.68)
10/17/2018	GREG CURTIS	Art related expense	\$	(44 19)
10/17/2018	HELENA HSIEH	Art related expense	\$	(971 88)
10/17/2018	IVY SUNYOUNG JUNG	Art related expense	\$	(911 88)
10/17/2018	KRYSTINE MURRY	Art related expense	\$	(1,034.38)
10/17/2018	LUCAS LACAMARA	Art related expense	\$	(325 00)
10/17/2018	MATHEW TIMMONS	Art related expense	\$	(958 13)
10/17/2018	NEUTRINO NETWORKS, INC	Operating expense	\$	(439.91)
10/17/2018	PREMIERE VALET SERVICES INC	Operating expense	\$	(5,000 00)
10/17/2018	SANDRA OLAGUES	Art related expense	\$	(1,706.25)
10/17/2018	STAPLES ADVANTAGE	Operating expense	\$	(547.57)
10/17/2018	STUART WRIGHT	Art related expense	\$	(1,233.75)
10/17/2018	R A ENTERPRISES	Bookstore - Expense	\$	(798.12)
10/17/2018	CHASE CARD SERVICES	Chase Visa	\$	(21,990 42)
10/18/2018	Square	Bookstore - Expense	\$	(0 01)
10/19/2018	AT&T	Operating expense	\$	(75.00)
10/22/2018	ADALBERTO ALVAREZ	Art related expense	\$	(3,176.26)
10/22/2018	AMANDA LYONS	Art related expense	\$	(2,632.50)
10/22/2018	ARTURO GUZMAN	Art related expense	\$	(1,660 00)
10/22/2018	BUYOLYMPIA.COM	Bookstore - Expense	\$	(251.56)
10/22/2018	CALIFORNIA PROTECTION AND INVESTIGATION SERVICES	Operating expense	\$	(20,592 00)
10/22/2018	CHICAGO DISTRIBUTION CENTER	Bookstore - Expense	\$	(21 57)
10/22/2018	CLIFF DIGITAL	Art related expense	\$	(241 60)
10/22/2018	COURTNEY CASAL	Art related expense	\$	(1,395.66)
10/22/2018	DAVID WELDZIUS	Art related expense	\$	(2,523 75)
10/22/2018	ESTEBAN LEDESMA	Art related expense	\$	(1,616.25)
10/22/2018	FAWN ROGERS	Bookstore - Expense	\$	(189 00)
10/22/2018	HACHETTE BOOK GROUP	Bookstore - Expense	\$	(1,077.75)
10/22/2018	HELENA HSIEH	Art related expense	\$	(1,378.13)
10/22/2018	INGRAM PUBLISHER SERVICES	Bookstore - Expense	\$	(852 87)
10/22/2018	JEFFREY DEITCH	Art related expense	\$	(5,652 54)
10/22/2018	JUSTIN WAUGH	Art related expense	\$	(3,206 87)
10/22/2018	KRYSTINE MURRY	Art related expense	\$	(1,787.50)
10/22/2018	LALA MAGAZINE, LLC	Bookstore - Expense	\$	(30.00)
10/22/2018	MARIBEL RUIZ	Art related expense	\$	(1,065 63)
10/22/2018	MOMENTOUS INSURANCE BROKERAGE, INC	Insurance	\$	(2,476.00)
10/22/2018	MUSEUM FOR AFRICAN ART	Bookstore - Expense	\$	(420 24)
10/22/2018	NEUTRINO NETWORKS, INC	Operating expense	\$	(843.75)
10/22/2018	PENGUIN RANDOM HOUSE LLC	Bookstore - Expense	\$	(925.18)
10/22/2018	RAM PUBLICATIONS & DISTRIBUTION	Bookstore - Expense	\$	(453 56)
10/22/2018	ROBERT LEVINE	Art related expense	\$	(2,943.75)
10/22/2018	SCAN TRENDS INC	Bookstore - Expense	\$	(318.08)
10/22/2018	STAPLES ADVANTAGE	Operating expense	\$	(562 15)
10/22/2018	SUNBELT RENTALS	Art related expense	\$	(3,587.12)
10/22/2018	UPS	Bookstore - Expense	\$	(175 00)
10/22/2018	ADALBERTO ALVAREZ	Art related expense	\$	(2,121.88)
10/22/2018	AMANDA LYONS	Art related expense	\$	(2,910.00)
10/22/2018	ARTURO GUZMAN	Art related expense	\$	(2,010.00)
10/22/2018	CALIFORNIA PROTECTION AND INVESTIGATION SERVICES	Operating expense	\$	(20,592 00)
10/22/2018	DAVID WELDZIUS	Art related expense	\$	(1,822.50)
10/22/2018	IVY SUNYOUNG JUNG	Art related expense	\$	(1,796.88)
10/22/2018	KRYSTINE MURRY	Art related expense	\$	(1,715.62)
10/22/2018	STUART WRIGHT	Art related expense	\$	(1,020.00)
10/22/2018	SUNBELT RENTALS	Art related expense	\$	(4,114.65)
10/22/2018	CALIFORNIA PROTECTION AND INVESTIGATION SERVICES	Operating expense	\$	(21,204 00)
10/22/2018	SUNBELT RENTALS	Art related expense	\$	(4,074.66)
10/22/2018	CALIFORNIA PROTECTION AND INVESTIGATION SERVICES	Operating expense	\$	(20,592.00)
10/22/2018	SUNBELT RENTALS	Art related expense	\$	(4,150.93)
10/22/2018	CALIFORNIA PROTECTION AND INVESTIGATION SERVICES	Operating expense	\$	(20,592.00)
10/22/2018	CALIFORNIA PROTECTION AND INVESTIGATION SERVICES	Operating expense	\$	(21,316.50)
10/22/2018	CALIFORNIA PROTECTION AND INVESTIGATION SERVICES	Operating expense	\$	(19,568 25)
10/22/2018	TRILITERAL, LLC	Bookstore - Expense	\$	(264.77)
10/22/2018	ESTEBAN LEDESMA	Art related expense	\$	(1,155 00)
10/22/2018	IVY SUNYOUNG JUNG	Art related expense	\$	(1,903.13)

Stamp

10/22/2018	ADVISORY BOARD CRYSTALS	Bookstore - Expense	\$	(26,750.00)
10/22/2018	PAYROLL	PAYROLL	\$	(50,000.00)
10/22/2018	STATE BOARD OF EQUALIZATION	Bookstore - Expense	\$	(485.13)
10/22/2018	CAYAN	Bookstore - Expense	\$	(26.76)
10/22/2018	PAYROLL	PAYROLL	\$	(24,620.26)
		TOTAL GRANT	\$	2,000,000.00
		TOTAL EXPENDITURES	\$	(2,000,000.00)
		NET	\$	-

STMT C

01/02/2019	PAUL MARCIANO	Grant Income	\$	1,500,000.00
01/02/2019	JENNIFER WING YU	Art related expense	\$	(88.06)
01/02/2019	GAGOSIAN GALLERY, INC.	Works of Art	\$	(281,250.00)
01/02/2019	BRANDL TRANSPORT	Art related expense	\$	(2,375.04)
01/02/2019	CAYAN	Bookstore - Expense	\$	(1,680.97)
01/07/2019 5728	ARNOLD CHAVEZ	Operating expense	\$	(1,250.00)
01/07/2019 5729	ARTSMART INC.	Accounting & Admin	\$	(3,500.00)
01/07/2019 5730	HACHETTE BOOK GROUP	Bookstore - Expense	\$	(468.29)
01/07/2019 5731	IDEA BOOKS	Bookstore - Expense	\$	(333.00)
01/07/2019 5732	INGRAM PUBLISHER SERVICES	Bookstore - Expense	\$	(1,275.63)
01/07/2019 5733	JONATHAN HERNANDEZ	Art related expense	\$	(161.26)
01/07/2019 5734	LITTLE SUN	Bookstore - Expense	\$	(404.00)
01/07/2019 5735	PANAYIOTIS TERZIS	Bookstore - Expense	\$	(45.50)
01/07/2019 5736	SCAN TRENDS INC.	Bookstore - Expense	\$	(318.08)
01/07/2019 5737	SUNBELT RENTALS	Art related expense	\$	(5,754.15)
01/07/2019 5738	THIRD EYE COLLECTIVE, LLC	Art related expense	\$	(11,710.17)
01/07/2019 5739	TRILITERAL, LLC	Bookstore - Expense	\$	(42.50)
01/07/2019 5740	TWIST EATERY	Operating expense	\$	(272.98)
01/07/2019 5741	UPS	Bookstore - Expense	\$	(122.67)
01/07/2019 5742	VURO INDUSTRIES, INC.	Art related expense	\$	(1,300.00)

SMTC

01/07/2019	5743	W.W. NORTON & COMPANY	Bookstore - Expense	\$	(129.64)
01/07/2019	5744	WAxie Sanitary Supply	Operating expense	\$	(134.21)
01/07/2019	5745	ABM PARKING SERVICES	Operating expense	\$	(10,490.64)
01/07/2019			PAYROLL	\$	(50,000.00)
01/08/2019		GAGOSIAN GALLERY, INC.	Works of Art	\$	(320,000.00)
01/08/2019		PARIS MUSEES LES MUSEES	Donations	\$	(28,775.00)
01/08/2019		AT&T	Operating expense	\$	(632.54)
01/09/2019	5746	AMERICAN TRANSPORTATION SYSTEMS	Art related expense	\$	(445.00)
01/09/2019	5747	CBB CHOCOLATES LLC	Bookstore - Expense	\$	(325.00)
01/09/2019	5748	COURTNEY CASAL	Art related expense	\$	(168.78)
01/09/2019	5749	MASTERPIECE INTERNATIONAL, LTD	Art related expense	\$	(1,913.70)
01/09/2019	5750	STACEY ALLAN	Art related expense	\$	(2,300.00)
01/10/2019		CHASE CARD SERVICES	Chase Visa	\$	(16,670.75)
01/14/2019	5751	ALLEGRA YUST WOODS	Bookstore - Expense	\$	(75.00)
01/14/2019	5752	ANTHEM BLUE CROSS L AND H	Operating expense	\$	(1,541.10)
01/14/2019	5753	BARR COMMERCIAL DOOR REPAIR INC.	Operating expense	\$	(1,406.20)

SMTC

01/14/2019	5754	DORIAN LYNDE	Art related expense	\$	(936.00)
01/14/2019	5755	GAGOSIAN GALLERY, INC.	Bookstore-Expense	\$	(327.50)
01/14/2019	5756	HACHETTE BOOK GROUP	Bookstore-Expense	\$	(191.56)
01/14/2019	5757	INGRAM PUBLISHER SERVICES	Bookstore-Expense	\$	(573.70)
01/14/2019	5758	MADER NEWS, INC	Bookstore-Expense	\$	(209.37)
01/14/2019	5759	MARK FLOOD	Art related expense	\$	(1,000.00)
01/14/2019	5760	PENGUIN RANDOM HOUSE LLC	Bookstore-Expense	\$	(259.90)
01/14/2019	5761	TRILITERAL, LLC	Bookstore-Expense	\$	(403.89)
01/14/2019	5762	TWIST EATERY	Operating expense	\$	(567.34)
01/14/2019	5763	UPS	Bookstore-Expense	\$	(35.91)
01/14/2019		CORDOVA PLAZA	Art related expense	\$	(1,350.00)
01/14/2019			PAYROLL	\$	(50,000.00)
01/14/2019		STUDIO ARHOJ	Bookstore-Expense	\$	(1,299.84)
01/14/2019		ACC BUSINESS	Operating expense	\$	(1,282.68)
01/16/2019		KAIKAI KIKI CO., LTD	Bookstore-Expense	\$	(8,694.61)
01/18/2019		CAYAN	Bookstore-Expense	\$	(26.76)
01/21/2019	5764	ALLIED UNIVERSAL JANITORIAL SERVICES	Operating expense	\$	(2,016.98)
01/21/2019	5765	AMERICAN TRANSPORTATION SYSTEMS	Art related expense	\$	(445.00)
01/21/2019	5766	ARTSMART INC.	Accounting & Admin	\$	(3,500.00)

STWLC

01/21/2019	5767	ATHENS SERVICES	Operating expense	\$	(636.23)
01/21/2019	5768	BUYOLYMPIA.COM	Bookstore-Expense	\$	(348.00)
01/21/2019	5769	CARA LEVINE	Bookstore-Expense	\$	(907.60)
01/21/2019	5770	CHICAGO DISTRIBUTION CENTER	Bookstore-Expense	\$	(138.19)
01/21/2019	5771	EISNER JAFFE	Legal Fees	\$	(960.02)
01/21/2019	5772	FALLEN FRUIT	Bookstore-Expense	\$	(814.50)
01/21/2019	5773	FIRST ADVANTAGE BACKGROUND SERVICES CORP	Operating expense	\$	(603.30)
01/21/2019	5774	HACHETTE BOOK GROUP	Bookstore-Expense	\$	(794.26)
01/21/2019	5775	HALF LETTER PRESS	Bookstore-Expense	\$	(235.20)
01/21/2019	5776	IDEA BOOKS	Bookstore-Expense	\$	(584.70)
01/21/2019	5777	INGRAM PUBLISHER SERVICES	Bookstore-Expense	\$	(340.79)
01/21/2019	5778	KARMA	Bookstore-Expense	\$	(325.00)
01/21/2019	5779	LOS ANGELES UNIFIED SCHOOL DISTRICT	Art related expense	\$	(676.50)
01/21/2019	5780	MASTERPIECE INTERNATIONAL, LTD	Art related expense	\$	(36,698.32)
01/21/2019	5781	MITSUBISHI ELECTRIC US, INC	Operating expense	\$	(1,200.00)
01/21/2019	5782	MODESTO OLIVA	Art related expense	\$	(1,850.00)
01/21/2019	5783	NEUTRINO NETWORKS, INC	Operating expense	\$	(1,536.13)

STWLC

01/21/2019	5784	PENGUIN RANDOM HOUSE LLC	Bookstore - Expense	\$	(1,326.12)
01/21/2019	5785	RAM PUBLICATIONS & DISTRIBUTION	Bookstore - Expense	\$	(596.43)
01/21/2019	5786	THE TANG MUSEUM STORE	Bookstore - Expense	\$	(50.00)
01/21/2019	5787	THIRD EYE COLLECTIVE, LLC	Art related expense	\$	(96.89)
01/21/2019	5788	TWIST EATERY	Operating expense	\$	(606.10)
01/21/2019	5789	Uline	Operating expense	\$	(182.07)
01/21/2019	5790	VOLTBAR	Operating expense	\$	(100.00)
01/21/2019	5791	WAXie Sanitary Supply	Operating expense	\$	(130.31)
01/22/2019		AMBER IBARRECHE	Bookstore - Expense	\$	(1,236.00)
01/22/2019		AT&T	Operating expense	\$	(75.00)
01/23/2019	5792	STAPLES ADVANTAGE	Operating expense	\$	(1,699.50)
01/23/2019	5793	STAPLES ADVANTAGE	Operating expense	\$	(1,430.35)
01/23/2019	5794	STAPLES ADVANTAGE	Operating expense	\$	(1,632.58)
01/23/2019	5795	STAPLES ADVANTAGE	Operating expense	\$	(1,191.19)
01/23/2019			PAYROLL	\$	(50,000.00)
01/23/2019		DAVID KORDANSKY GALLERY	Works of Art	\$	(180,000.00)
01/24/2019		LADWP	Operating expense	\$	(13,668.13)
01/25/2019		CANON FINANCIAL SERVICES, INC	Operating expense	\$	(595.12)

SMC

01/25/2019		LADWP	Operating expense	\$	(227.87)
01/28/2019			PAYROLL	\$	(50,000.00)
01/31/2019		AUDIOSA DE DV	Bookstore - Expense	\$	(211.63)
02/04/2019	5796	5 STAR GLASS TINTING AND COATING	Art related expense	\$	(450.00)
02/04/2019	5797	ABM PARKING SERVICES	Operating expense	\$	(11,446.40)
02/04/2019	5798	ALLIED UNIVERSAL JANITORIAL SERVICES	Operating expense	\$	(10,983.44)
02/04/2019	5799	AMERICAN TRANSPORTATION SYSTEMS	Art related expense	\$	(445.00)
02/04/2019	5800	ANDY GUMP	Operating expense	\$	(641.38)
02/04/2019	5801	ARNOLD CHAVEZ	Operating expense	\$	(1,275.00)
02/04/2019	5802	ARTSMART INC.	Accounting & Admin	\$	(3,500.00)
02/04/2019	5803	BIRCHWOOD PALACE INDUSTRIES LLC	Art related expense	\$	(25.00)
02/04/2019	5804	BUYOLYMPIA.COM	Bookstore - Expense	\$	(251.97)
02/04/2019	5805	CAL CHAMBER OF COMMERCE	Operating expense	\$	(2,297.58)
02/04/2019	5806	CLIFF DIGITAL	Art related expense	\$	(724.80)
02/04/2019	5807	COMMUNAL LLC	Operating expense	\$	(500.00)
02/04/2019	5808	DOPE PRESS LLC	Bookstore - Expense	\$	(60.00)
02/04/2019	5809	DUKE UNIVERSITY PRESS	Bookstore - Expense	\$	(226.71)

SMTC

02/04/2019	5810	ELITE DISTRIBUTORS LLC	Bookstore - Expense	\$	(481.81)
02/04/2019	5811	ENVIRO-TOTE	Bookstore - Expense	\$	(7,243.86)
02/04/2019	5812	FEDERAL EXPRESS	Bookstore - Expense	\$	(131.82)
02/04/2019	5813	GARAY'S ELECTRIC	Art related expense	\$	(7,650.00)
02/04/2019	5814	GREG CURTIS	Art related expense	\$	(39.97)
02/04/2019	5815	HACHETTE BOOK GROUP	Bookstore - Expense	\$	(343.60)
02/04/2019	5816	ILIA OVECHKIN	Bookstore - Expense	\$	(406.00)
02/04/2019	5817	INGRAM PUBLISHER SERVICES	Bookstore - Expense	\$	(2,493.92)
02/04/2019	5818	KURT FISCHER STRUCTURAL ENGINEERING, INC	Art related expense	\$	(705.00)
02/04/2019	5819	LA BEST COMPANY.	Operating expense	\$	-
02/04/2019	5820	MARTINA CROUCH	Art related expense	\$	(690.00)
02/04/2019	5821	MATHEW TIMMONS	Art related expense	\$	(1,957.50)
02/04/2019	5822	PENGUIN RANDOM HOUSE LLC	Bookstore - Expense	\$	(1,073.05)
02/04/2019	5823	SCAN TRENDS INC.	Bookstore - Expense	\$	(954.24)
02/04/2019	5824	SUNBELT RENTALS	Art related expense	\$	(40.73)
02/04/2019	5825	THE SKATEROOM	Bookstore - Expense	\$	(2,640.00)
02/04/2019	5826	THIRD EYE COLLECTIVE, LLC	Art related expense	\$	(6,500.00)
02/04/2019	5827	TRILITERAL, LLC	Bookstore - Expense	\$	(147.50)
02/04/2019	5828	TWIST EATERY	Operating expense	\$	(1,706.86)

SMC

02/04/2019	5829	UPS	Bookstore - Expense	\$	(162.57)
02/04/2019	5830	UPS SUPPLY CHAIN SOLUTIONS INC.	Bookstore - Expense	\$	(36.08)
02/04/2019	5831	VURO INDUSTRIES, INC.	Art related expense	\$	(1,300.00)
02/04/2019	5832	WOOD PECKER DESIGN	Art related expense	\$	(5,900.00)
02/04/2019	5833	W.W. NORTON & COMPANY	Bookstore - Expense	\$	(189.07)
02/04/2019	5834	LA BEST COMPANY.	Operating expense	\$	(6,650.00)
02/04/2019		STATE BOARD OF EQUALIZATION	Bookstore - Expense	\$	(4,858.37)
02/04/2019		CAYAN	Bookstore - Expense	\$	(1,010.06)
02/05/2019		LADWP	Operating expense	\$	(227.87)
02/05/2019		PURCHASE POWER	Operating expense	\$	(73.66)
02/06/2019	5835	ACUMEN FINE ART LOGISTICS	Art related expense	\$	(330.00)
02/06/2019	5836	AMERICAN TRANSPORTATION SYSTEMS	Art related expense	\$	(445.00)
02/06/2019	5837	CLIFF DIGITAL	Art related expense	\$	(251.15)
02/06/2019	5838	CYNDI CHOI.	Art related expense	\$	(133.49)
02/06/2019	5839	GREG CURTIS	Art related expense	\$	(329.25)
02/06/2019	5840	JOANNA SWAN	Art related expense	\$	(780.00)
02/06/2019	5841	SUNBELT RENTALS	Art related expense	\$	(2,852.16)
02/06/2019	5842	TWIST EATERY	Operating expense	\$	(343.62)

5741 C

02/06/2019	5843	Uline	Operating expense	\$	(654.48)
02/06/2019		ATSUSHI KASHIWEGI	Bookstore-Expense	\$	(5,660.95)
02/06/2019		LADWP	Operating expense	\$	(17,593.26)
02/07/2019		ACC BUSINESS	Operating expense	\$	(1,282.68)
02/07/2019		AT&T	Operating expense	\$	(654.91)
02/11/2019	5844	ALLIED UNIVERSAL JANITORIAL SERVICES	Operating expense	\$	(1,777.50)
02/11/2019	5845	ATHENS SERVICES	Operating expense	\$	(636.23)
02/11/2019	5846	Bright Event Rentals	Art related expense	\$	(3,015.17)
02/11/2019	5847	FIRST ADVANTAGE BACKGROUND SERVICES CORP	Operating expense	\$	(237.61)
02/11/2019	5848	FRANCOIS GHEBALY	Bookstore-Expense	\$	(75.00)
02/11/2019	5849	GEMINI G.E.L. LLC	Bookstore-Expense	\$	(7,500.00)
02/11/2019	5850	HACHETTE BOOK GROUP	Bookstore-Expense	\$	(319.56)
02/11/2019	5851	INGRAM PUBLISHER SERVICES	Bookstore-Expense	\$	(46.29)
02/11/2019	5852	MITSUBISHI ELECTRIC US, INC	Operating expense	\$	(1,200.00)
02/11/2019	5853	MODESTO OLIVA	Art related expense	\$	(6,600.00)
02/11/2019	5854	PENGUIN RANDOM HOUSE LLC	Bookstore-Expense	\$	(450.23)
02/11/2019	5855	PREMIERE VALET SERVICES INC	Art related expense	\$	(2,495.00)

SM7 C

02/11/2019	5856	STACEY ALLAN	Art related expense	\$	(1,300.00)
02/11/2019	5858	TRILITERAL, LLC	Bookstore - Expense	\$	(290.68)
02/11/2019	5859	UPS	Bookstore - Expense	\$	(100.54)
02/11/2019	5860	WOOD PECKER DESIGN	Art related expense	\$	(17,500.00)
02/11/2019	5861	SUNBELT RENTALS	Art related expense	\$	(1,288.07)
02/11/2019			PAYROLL	\$	(50,000.00)
02/11/2019		SOCIETE	Bookstore - Expense	\$	(4,850.00)
02/11/2019		KAIKAI KIKI CO., LTD	Bookstore - Expense	\$	(26,506.60)
02/13/2019	5862	ALLIED UNIVERSAL JANITORIAL SERVICES	Operating expense	\$	(10,983.44)
02/13/2019	5863	AMERICAN TRANSPORTATION SYSTEMS	Art related expense	\$	(545.00)
02/13/2019	5864	ANTHEM BLUE CROSS L AND H	Operating expense	\$	(1,260.90)
02/13/2019	5865	CYNDI CHOI.	Art related expense	\$	(3.24)
02/13/2019	5866	DESIGN IDEAS LTD	Art related expense	\$	(2,694.00)
02/13/2019	5867	NEUTRINO NETWORKS, INC	Operating expense	\$	(1,397.38)
02/13/2019	5868	PENGUIN RANDOM HOUSE LLC	Bookstore - Expense	\$	(372.88)
02/13/2019	5869	SANTA MONICA MALIBU UNIFIED SCHOOL DISTRICT	Art related expense	\$	(237.54)
02/13/2019	5870	THE GATEMASTER	Operating expense	\$	(2,267.50)

SMC

02/14/2019		Chase Visa	\$	(13,964.25)
02/14/2019	WESTERN EXTERMINATOR COMPANY	Operating expense	\$	(1,307.50)
02/18/2019	5871 247 DELIVERS, INC	Operating expense	\$	(12.10)
02/18/2019	5872 ALLIED GLOBAL MARKETING	Art related expense	\$	(9,999.98)
02/18/2019	5873 ARTSMART INC.	Accounting & Admin	\$	(3,500.00)
02/18/2019	5874 Bright Event Rentals	Art related expense	\$	(321.78)
02/18/2019	5875 ECHELON CREATIVE LLC	Art related expense	\$	(2,380.00)
02/18/2019	5876 INGRAM PUBLISHER SERVICES	Bookstore - Expense	\$	(1,623.53)
02/18/2019	5877 JAY CALHOUN	Art related expense	\$	(1,250.00)
02/18/2019	5878 N+1 FOUNDATION, INC	Art related expense	\$	(180.00)
02/18/2019	5879 PENGUIN RANDOM HOUSE LLC	Bookstore - Expense	\$	(694.32)
02/18/2019	5880 POMONA COLLEGE MUSEUM OF ART	Bookstore - Expense	\$	(189.47)
02/18/2019	5881 SCOTTSDALE ARTS	Bookstore - Expense	\$	(54.00)
02/18/2019	5882 TWIST EATERY	Art related expense	\$	(2,386.51)
02/18/2019	5883 UPS	Bookstore - Expense	\$	(394.73)
02/18/2019	5884 UPS SUPPLY CHAIN SOLUTIONS INC.	Bookstore - Expense	\$	(2.16)
02/19/2019	AMBER IBARRECHE	Bookstore - Expense	\$	(511.00)

SMTC

02/20/2019 5885

ACLA, LLC

Art related
expense \$ (21,341.61)

GRANTEXP \$ (1,500,000.00)

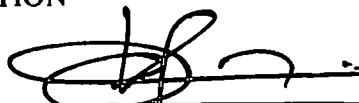
NET \$ -

SMTC

2. Progress: All of the funds of the Grant have been exhausted and were used to accomplish the purposes for which the Grant was made.

IN WITNESS WHEREOF, the undersigned has executed this supplement to the Annual Report as of the Effective Date.

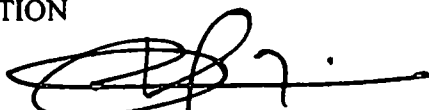
MAURICE AND PAUL MARCIANO ART
FOUNDATION



By: Paul Marciano
Title: President

ACKNOWLEDGED:

PAUL MARCIANO
FOUNDATION



By: Paul Marciano
Title: President

	GRANT AMOUNT		\$	50,000 00
05/28/2019	WOOD PECKER DESIGN	Operating expense	\$	(5,000.00)
05/29/2019	WESTERN EXTERMINATOR COMPANY	Operating expense	\$	(300.00)
05/29/2019	LADWP	Operating expense	\$	(227.87)
05/29/2019	PAYROLL	PAYROLL	\$	(37,000 00)
05/30/2019	K&S AIR CONDITIONING INC	Operating expense	\$	(7,472.13)
		GRANT INCOME	\$	50,000 00
		GRANT EXPENDITURE	\$	(50,000 00)
		NET	\$	-

SPATC

GRANT AMOUNT

\$

1,500,000.00

05/30/2019	MASTERPIECE INTERNATIONAL, LTD	Art related expense	\$	(42,636.50)
05/30/2019	MODESTO OLIVA	Art related expense	\$	(6,000.00)
05/30/2019	PAYROLL	PAYROLL	\$	(35,000.00)
05/31/2019	CSI SECURITY, INC	Operating expense	\$	(352.68)
06/03/2019	MERCHANT FEES	Bookstore - Expense	\$	(914.05)
06/10/2019	GLOBAL INDUSTRIAL	Art related expense	\$	(13,277.97)
06/11/2019	CALIFORNIA PROTECTION AND INVESTIGATION SERVICES	Operating expense	\$	(24,552.00)
06/11/2019	GARAY'S ELECTRIC	Operating expense	\$	(8,225.00)
06/11/2019	GERARDO PENA	Art related expense	\$	(100.00)
06/11/2019	IN-FO CO	Art related expense	\$	(3,845.03)
06/11/2019	LADY & LARDER INC	Art related expense	\$	(9,575.00)
06/11/2019	MAXWELL ROBERT KRIVITZKY	Art related expense	\$	(120.00)
06/11/2019	PREMIERE VALET SERVICES INC	Operating expense	\$	(4,425.00)
06/11/2019	THE GATEMASTER	Operating expense	\$	(1,620.00)
06/11/2019	THIRD EYE COLLECTIVE, LLC	Art related expense	\$	(6,500.00)
06/11/2019	TWIST EATERY	Operating expense	\$	(713.16)
06/11/2019	ARTSMART INC	Accounting & Admin	\$	(937.50)
06/11/2019	ARTSMART INC	Accounting & Admin	\$	(4,500.00)
06/11/2019	CALIFORNIA PROTECTION AND INVESTIGATION SERVICES	Operating expense	\$	(24,756.75)
06/11/2019	GARAY'S ELECTRIC	Art related expense	\$	(4,775.00)
06/11/2019	PREMIERE VALET SERVICES INC	Operating expense	\$	(4,425.00)
06/11/2019	CALIFORNIA PROTECTION AND INVESTIGATION SERVICES	Operating expense	\$	(24,189.00)
06/11/2019	GARAY'S ELECTRIC	Operating expense	\$	(3,500.00)
06/11/2019	LADWP	Operating expense	\$	(13,281.66)
06/11/2019	AT&T	Operating expense	\$	(667.07)
06/11/2019	WAXie Sanitary Supply	Operating expense	\$	(222.75)
06/11/2019	VOLTBAR	Operating expense	\$	(1,004.03)
06/11/2019	UPS SUPPLY CHAIN SOLUTIONS INC	Bookstore - Expense	\$	(380.55)
06/11/2019	UPS	Bookstore - Expense	\$	(97.04)
06/11/2019	Uline	Art related expense	\$	(726.54)
06/11/2019	TRILITERAL, LLC	Bookstore - Expense	\$	(51.00)
06/11/2019	THIRD DRAWER DOWN PTY LTD	Bookstore - Expense	\$	(589.20)
06/11/2019	SUNBELT RENTALS	Art related expense	\$	(527.94)
06/11/2019	STAPLES ADVANTAGE	Operating expense	\$	(2,479.63)
06/11/2019	SKYE GRAPHICS	Art related expense	\$	(410.63)
06/11/2019	PROFESSIONAL PACKERS & FORWARDERS, INC	Art related expense	\$	(777.00)
06/11/2019	NEUTRINO NETWORKS, INC	Operating expense	\$	(1,012.50)
06/11/2019	NATASHA STAGG	Art related expense	\$	(600.00)
06/11/2019	PENGUIN RANDOM HOUSE LLC	Bookstore - Expense	\$	(1,087.09)
06/11/2019	MASTERPIECE INTERNATIONAL, LTD	Art related expense	\$	(1,475.00)
06/11/2019	MADER NEWS, INC	Bookstore - Expense	\$	(983.80)
06/11/2019	JW PICTURES INC	Art related expense	\$	(1,814.50)
06/11/2019	INSTITUTE OF CONTEMPORARY ART, MIAMI	Bookstore - Expense	\$	(54.99)
06/11/2019	IDEA BOOKS	Bookstore - Expense	\$	(404.10)
06/11/2019	INGRAM PUBLISHER SERVICES	Bookstore - Expense	\$	(718.32)
06/11/2019	FEDERAL EXPRESS	Bookstore - Expense	\$	(32.00)
06/11/2019	EYECANBOMB PRODUCTIONS	Art related expense	\$	(550.00)
06/11/2019	HACHETTE BOOK GROUP	Bookstore - Expense	\$	(850.82)
06/11/2019	COMMUNAL LLC	Operating expense	\$	(1,000.00)
06/11/2019	CLAY HICKSON	Bookstore - Expense	\$	(124.83)
06/11/2019	CALLIDUS SOFTWARE INC	Operating expense	\$	(2,368.00)
06/11/2019	ARNOLD CHAVEZ	Operating expense	\$	(1,525.00)
06/11/2019	ALLIED GLOBAL MARKETING	Art related expense	\$	(4,999.99)
06/11/2019	AMERICAN TRANSPORTATION SYSTEMS	Operating expense	\$	(1,635.00)
06/11/2019	ACLA, LLC	Art related expense	\$	(1,202.50)
06/12/2019	ARTE CONTEMPORANEA COMERCIAL LTDA	Works of Art	\$	(29,750.00)
06/12/2019	AMBER IBARRECHE	Bookstore - Expense	\$	(382.00)
06/12/2019	ARTSECO	Art related expense	\$	(56,063.51)
06/12/2019	WESTERN EXTERMINATOR COMPANY	Operating expense	\$	(509.00)
06/12/2019	PAYROLL	PAYROLL	\$	(40,000.00)
06/13/2019	ADALBERTO ALVAREZ	Art related expense	\$	(1,120.00)
06/13/2019	DAVID WELDZIUS	Art related expense	\$	(1,432.50)

SM1C

06/13/2019	JENNIFER JUNE STRAWN	Art related expense	\$	(1,391.25)
06/13/2019	MATHEW TIMMONS	Art related expense	\$	(296.00)
06/13/2019	NATHAN GULICK	Art related expense	\$	(480.00)
06/13/2019	NICHOLAS QUINT	Art related expense	\$	(1,400.00)
06/13/2019	WINNOW STUDIOS LLC	Art related expense	\$	(9,090.00)
06/13/2019	ACC BUSINESS	Operating expense	\$	(1,279.44)
06/13/2019	PAYROLL	PAYROLL	\$	(40,000.00)
06/13/2019	W W NORTON & COMPANY	Bookstore - Expense	\$	(147.17)
06/13/2019	UPS	Bookstore - Expense	\$	(223.80)
06/13/2019	THIRD DRAWER DOWN PTY LTD	Bookstore - Expense	\$	(250.00)
06/13/2019	Uline	Art related expense	\$	(1,618.29)
06/13/2019	THE PIT LA	Bookstore - Expense	\$	(75.00)
06/13/2019	SUNBELT RENTALS	Art related expense	\$	(559.98)
06/13/2019	SKARSTEDT GALLERY LTD	Bookstore - Expense	\$	(657.40)
06/13/2019	SCAN TRENDS INC	Bookstore - Expense	\$	(238.56)
06/13/2019	MITSUBISHI ELECTRIC US, INC	Operating expense	\$	(1,200.00)
06/13/2019	KURT FISCHER STRUCTURAL ENGINEERING, INC	Operating expense	\$	(135.00)
06/13/2019	PENGUIN RANDOM HOUSE LLC	Bookstore - Expense	\$	(614.32)
06/13/2019	IDEA BOOKS	Bookstore - Expense	\$	(321.00)
06/13/2019	INGRAM PUBLISHER SERVICES	Bookstore - Expense	\$	(426.58)
06/13/2019	HACHETTE BOOK GROUP	Bookstore - Expense	\$	(394.44)
06/13/2019	EYECANBOMB PRODUCTIONS	Art related expense	\$	(2,674.00)
06/13/2019	DHL EXPRESS USA	Bookstore - Expense	\$	(494.72)
06/13/2019	CLIFF DIGITAL	Art related expense	\$	(81.75)
06/13/2019	BUYOLYMPIA COM	Bookstore - Expense	\$	(510.03)
06/13/2019	ANDY GUMP	Operating expense	\$	(1,082.76)
06/14/2019	CHASE CARD SERVICES	Chase Visa	\$	(8,392.91)
06/17/2019	COSCO FIRE PROTECTION INC	Operating expense	\$	(700.00)
06/17/2019	COURTNEY CASAL	Art related expense	\$	(5,026.06)
06/17/2019	JONATHAN HERNANDEZ	Art related expense	\$	(110.35)
06/17/2019	MODESTO OLIVA	Operating expense	\$	(900.00)
06/17/2019	TWIST EATERY	Operating expense	\$	(1,113.64)
06/17/2019	Yael NOV DONAY	Art related expense	\$	(257.16)
06/17/2019	CAYAN	Bookstore - Expense	\$	(45.53)
06/18/2019	CHASE CARD SERVICES	Chase Visa	\$	(17,187.51)
06/18/2019	AT&T	Operating expense	\$	(75.00)
06/18/2019	UPS	Bookstore - Expense	\$	(21.14)
06/18/2019	Uline	Art related expense	\$	(175.07)
06/18/2019	SEEN STUDIO	Art related expense	\$	(1,200.00)
06/18/2019	JW PICTURES INC	Art related expense	\$	(3,512.00)
06/18/2019	NEUTRINO NETWORKS, INC	Operating expense	\$	(972.62)
06/18/2019	HACHETTE BOOK GROUP	Bookstore - Expense	\$	(314.01)
06/18/2019	BFA NYC LLC	Art related expense	\$	(3,000.00)
06/18/2019	BFA LA LLC	Art related expense	\$	(3,500.00)
06/18/2019	ANTHEM BLUE CROSS L AND H	Operating expense	\$	(1,598.30)
06/18/2019	ALLIED GLOBAL MARKETING	Art related expense	\$	(4,999.99)
06/18/2019	ALLIED UNIVERSAL JANITORIAL SERVICES	Operating expense	\$	(2,411.17)
06/20/2019	CALIFORNIA PROTECTION AND INVESTIGATION SERVICES	Operating expense	\$	(23,670.00)
06/20/2019	GERSON MARTINEZ	Art related expense	\$	(4,819.61)
06/20/2019	THE GATEMASTER	Operating expense	\$	(1,620.00)
06/20/2019	TWIST EATERY	Operating expense	\$	(514.16)
06/21/2019	STATE BOARD OF EQUALIZATION	Bookstore - Expense	\$	(3,180.24)
06/21/2019	W W NORTON & COMPANY	Bookstore - Expense	\$	(37.43)
06/21/2019	UPS	Bookstore - Expense	\$	(47.75)
06/21/2019	Uline	Art related expense	\$	(709.35)
06/21/2019	TRI LITERAL, LLC	Bookstore - Expense	\$	(51.00)
06/21/2019	THIRD EYE COLLECTIVE, LLC	Art related expense	\$	(172.50)
06/21/2019	SHRM LEARNING SYSTEM	Operating expense	\$	(1,204.50)
06/21/2019	MCDERMOTT WILL & EMERY, LLP	Legal Fees	\$	(3,565.00)
06/21/2019	SUNBELT RENTALS	Art related expense	\$	(2,849.52)
06/21/2019	PENGUIN RANDOM HOUSE LLC	Bookstore - Expense	\$	(237.90)
06/21/2019	GOMEZ BROTHERS INC	Art related expense	\$	(1,000.00)
06/21/2019	EISNER JAFFE	Legal Fees	\$	(2,062.66)
06/21/2019	ATHENS SERVICES	Operating expense	\$	(686.77)

STMT C

06/21/2019	HACHETTE BOOK GROUP	Bookstore - Expense	\$	(314.01)
06/24/2019	ARTSMART INC	Accounting & Admin	\$	(937.50)
06/24/2019	SUNBELT RENTALS	Art related expense	\$	(499.79)
06/24/2019	ARTSMART INC	Accounting & Admin	\$	(4,500.00)
06/24/2019	OM CREATIVE LLC	Art related expense	\$	(9,000.00)
06/24/2019	PAYROLL	PAYROLL	\$	(80,000.00)
06/25/2019	ADALBERTO ALVAREZ	Art related expense	\$	(1,557.50)
06/25/2019	CAMILLE SCHEFTER	Art related expense	\$	(910.00)
06/25/2019	DAVID WELZDIUS	Art related expense	\$	(1,346.25)
06/25/2019	GERARDO PENA	Art related expense	\$	(562.50)
06/25/2019	JONATHAN HERNANDEZ	Art related expense	\$	(1,019.80)
06/25/2019	NATHAN GULICK	Art related expense	\$	(1,312.50)
06/25/2019	NICHOLAS QUINT	Art related expense	\$	(1,365.00)
06/25/2019	SOPHIA FLOOD	Art related expense	\$	(1,120.00)
06/25/2019	TWIST EATERY	Operating expense	\$	(8,726.07)
06/25/2019	Yael NOV DONAY	Art related expense	\$	(14.22)
06/25/2019	KUNST UND AUSSTELLUNGSHA	Bookstore - Expense	\$	(117.42)
06/25/2019	ARTLOGIC MEDIA LTD	Operating expense	\$	(2,105.73)
06/25/2019	ROSE BRAND WIPERS INC	Art related expense	\$	(12,069.89)
06/26/2019	LADWP	Operating expense	\$	(227.87)
06/26/2019	CANON FINANCIAL SERVICES, INC	Operating expense	\$	(625.59)
06/26/2019	THE AMGRAPH GROUP	Art related expense	\$	(4,900.00)
06/26/2019	SHRM	Operating expense	\$	(400.00)
06/26/2019	PACKET FUSION, INC	Operating expense	\$	(596.61)
06/26/2019	LA'S BEST	Art related expense	\$	(1,955.60)
06/26/2019	SUNBELT RENTALS	Art related expense	\$	(1,591.68)
06/26/2019	PENGUIN RANDOM HOUSE LLC	Bookstore - Expense	\$	(799.83)
06/26/2019	IDEA BOOKS	Bookstore - Expense	\$	(283.50)
06/26/2019	ANDY GUMP	Operating expense	\$	(541.38)
06/26/2019	INGRAM PUBLISHER SERVICES	Bookstore - Expense	\$	(642.47)
06/26/2019	HACHETTE BOOK GROUP	Bookstore - Expense	\$	(319.81)
06/28/2019	CHASE CARD SERVICES	Chase Visa	\$	(8,123.46)
07/01/2019	BILL COM	Accounting & Admin	\$	(288.09)
07/01/2019	MERCHANT FEES	Bookstore - Expense	\$	(781.82)
07/02/2019	ABM PARKING SERVICES	Operating expense	\$	(11,439.04)
07/02/2019	CALIFORNIA PROTECTION AND INVESTIGATION SERVICES	Operating expense	\$	(23,759.63)
07/02/2019	CYNDI CHOI	Art related expense	\$	(29.57)
07/02/2019	JENNIFER JUNE STRAWN	Art related expense	\$	(1,085.00)
07/02/2019	PETER MUNDWILER	Art related expense	\$	(1,232.00)
07/02/2019	TWIST EATERY	Operating expense	\$	(536.22)
07/02/2019	Yael NOV DONAY	Art related expense	\$	(19.69)
07/02/2019	PURCHASE POWER	Operating expense	\$	(8.16)
07/03/2019	WESTERN EXTERMINATOR COMPANY	Operating expense	\$	(313.00)
07/03/2019	AT&T	Operating expense	\$	(647.07)
07/03/2019	ACC BUSINESS	Operating expense	\$	(1,279.44)
07/08/2019	ARTSMART INC.	Accounting & Admin	\$	(4,500.00)
07/08/2019	BE THE CHANGE HR INC	Operating expense	\$	(1,000.00)
07/08/2019	COMMUNAL LLC	Operating expense	\$	(1,500.00)
07/08/2019	COURTNEY CASAL	Art related expense	\$	(80.54)
07/08/2019	THIRD EYE COLLECTIVE, LLC	Art related expense	\$	(6,500.00)
07/08/2019	BE THE CHANGE HR INC	Operating expense	\$	(1,000.00)
07/08/2019	TWIST EATERY	Operating expense	\$	(329.33)
07/08/2019	Yael NOV DONAY	Art related expense	\$	(900.00)
07/09/2019	STAPLES ADVANTAGE	Operating expense	\$	(2,323.39)
07/09/2019	JAMES CALHOUN	Art related expense	\$	(2,250.00)
07/09/2019	UPS	Bookstore - Expense	\$	(51.60)
07/09/2019	Uline	Art related expense	\$	(2,627.04)
07/09/2019	DHL EXPRESS USA	Bookstore - Expense	\$	(124.55)
07/09/2019	ART SERVICES MELROSE INC	Bookstore - Expense	\$	(650.00)
07/09/2019	ARNOLD CHAVEZ	Operating expense	\$	(1,755.00)
07/09/2019	ANDY GUMP	Operating expense	\$	(497.66)
07/09/2019	ACLA, LLC	Art related expense	\$	(367.00)
07/10/2019	PERES PROJECTS INC	Art related expense	\$	(10,000.00)
07/10/2019	PAYROLL	PAYROLL	\$	(70,000.00)

STMT C

07/11/2019	FRANKS & BEANS LLC	Art related expense	\$	(8,048.74)
07/11/2019	HOLTHOUSE CARLIN & VAN TRIGT LLP	Accounting & Admin	\$	(7,500.00)
07/11/2019	THE AMGRAPH GROUP	Art related expense	\$	(12,102.80)
07/11/2019	LADWP	Operating expense	\$	(15,020.72)
07/11/2019	TATYANA M. THOMPSON & ASSOCIATES, INC	Art related expense	\$	(950.00)
07/11/2019	NEUTRINO NETWORKS, INC	Operating expense	\$	(1,755.00)
07/11/2019	FIRST ADVANTAGE BACKGROUND SERVICES CORP	Operating expense	\$	(991.35)
07/11/2019	ANDY GUMP	Operating expense	\$	(541.38)
07/11/2019	ALLIED UNIVERSAL JANITORIAL SERVICES	Operating expense	\$	(1,444.38)
07/11/2019	SUNBELT RENTALS	Art related expense	\$	(8,423.20)
07/11/2019	MASTERPIECE INTERNATIONAL, LTD	Art related expense	\$	(6,454.90)
07/11/2019	Uline	Art related expense	\$	(547.54)
07/11/2019	SUNBELT RENTALS	Art related expense	\$	(552.15)
07/11/2019	MITSUBISHI ELECTRIC US, INC	Operating expense	\$	(1,200.00)
07/11/2019	ELITE ART ENTERPRISES LLC	Art related expense	\$	(4,883.00)
07/11/2019	CLIFF DIGITAL	Art related expense	\$	(141.08)
07/11/2019	CAL CHAMBER OF COMMERCE	Operating expense	\$	(322.83)
07/11/2019	ATHENS SERVICES	Operating expense	\$	(686.77)
07/11/2019	ACUMEN FINE ART LOGISTICS	Art related expense	\$	(330.00)
07/16/2019	ADALBERTO ALVAREZ	Art related expense	\$	(210.00)
07/16/2019	TWIST EATERY	Operating expense	\$	(518.77)
07/16/2019	Yael NOV DONAY	Art related expense	\$	(24.30)
07/19/2019	CAYAN	Bookstore - Expense	\$	(45.53)
07/19/2019	MITSUBISHI ELECTRIC US, INC	Operating expense	\$	(1,200.00)
07/22/2019	ARTSMART INC	Accounting & Admin	\$	(937.50)
07/22/2019	ARTSMART INC.	Accounting & Admin	\$	(4,500.00)
07/22/2019	Bright Event Rentals	Art related expense	\$	(6,134.49)
07/22/2019	JW PICTURES INC	Art related expense	\$	(6,022.00)
07/22/2019	MODESTO OLIVA	Operating expense	\$	(1,450.00)
07/22/2019	PETER MUNDWILER	Art related expense	\$	(288.00)
07/22/2019	AT&T	Operating expense	\$	(75.00)
07/23/2019	STATE BOARD OF EQUALIZATION	Bookstore - Expense	\$	(2,779.93)
07/23/2019	MARJOLEIN DELHAAS	Bookstore - Expense	\$	(500.95)
07/23/2019	APARTAMENTO	Bookstore - Expense	\$	(302.54)
07/23/2019	M WOODS	Bookstore - Expense	\$	(40.00)
07/24/2019	CHASE CARD SERVICES	Chase Visa	\$	(2,363.91)
07/24/2019	PAYROLL	PAYROLL	\$	(70,000.00)
07/25/2019	CALIFORNIA PROTECTION AND INVESTIGATION SERVICES	Operating expense	\$	(19,479.75)
07/25/2019	CALIFORNIA PROTECTION AND INVESTIGATION SERVICES	Operating expense	\$	(19,183.50)
07/25/2019	CHUBB GROUP OF INSURANCE COMPANIES	Insurance	\$	(6,521.90)
07/25/2019	TOMAS DIAZ	Art related expense	\$	(387.50)
07/25/2019	TWIST EATERY	Operating expense	\$	(662.12)
07/25/2019	DIGITAL BEDROCK	Art related expense	\$	(5,136.82)
07/25/2019	PURCHASE POWER	Operating expense	\$	(85.67)
07/25/2019	WESTERN EXTERMINATOR COMPANY	Operating expense	\$	(313.00)
07/25/2019	PAYROLL	PAYROLL	\$	(10,000.00)
07/25/2019	CHASE CARD SERVICES	Chase Visa	\$	(17,151.60)
07/25/2019	Uline	Operating expense	\$	(473.95)
07/25/2019	SUNBELT RENTALS	Operating expense	\$	(285.00)
07/25/2019	LIGHTING ZONE	Art related expense	\$	(4,184.76)
07/25/2019	INSITE STREET MEDIA	Art related expense	\$	(100.00)
07/25/2019	EYECANBOMB PRODUCTIONS	Art related expense	\$	(4,125.00)
07/25/2019	EISNER JAFFE	Legal Fees	\$	(624.51)
07/25/2019	CRMDNA LLC	Operating expense	\$	(875.00)
07/25/2019	ANDY GUMP	Operating expense	\$	(360.78)
07/25/2019	ALLIED GLOBAL MARKETING	Art related expense	\$	(4,999.99)
07/25/2019	THIRD DRAWER DOWN PTY LTD	Bookstore - Expense	\$	(350.00)
07/25/2019	THIRD EYE COLLECTIVE, LLC	Art related expense	\$	(86.25)
07/25/2019	SUNBELT RENTALS	Art related expense	\$	(2,559.68)
07/25/2019	PACKET FUSION, INC	Operating expense	\$	(596.49)
07/25/2019	MODERN ART MUSEUM OF FORT WORTH	Bookstore - Expense	\$	(22.50)
07/25/2019	CLAY HICKSON	Bookstore - Expense	\$	(65.00)
07/25/2019	ANTHEM BLUE CROSS L AND H	Operating expense	\$	(1,888.90)
07/25/2019	VOLTBAR	Operating expense	\$	(110.00)

8/1/19

07/25/2019	UPS SUPPLY CHAIN SOLUTIONS INC	Bookstore - Expense	\$	(10.00)
07/25/2019	TRILITERAL, LLC	Bookstore - Expense	\$	(29.93)
07/25/2019	SZARANSKY / K LATOCHA	Bookstore - Expense	\$	(65.00)
07/25/2019	UPS	Bookstore - Expense	\$	(195.23)
07/25/2019	Uline	Operating expense	\$	(4,432.77)
07/25/2019	SUNBELT RENTALS	Art related expense	\$	(10,509.22)
07/25/2019	NEUTRINO NETWORKS, INC	Operating expense	\$	(529.87)
07/25/2019	HACHETTE BOOK GROUP	Bookstore - Expense	\$	(102.91)
07/25/2019	ELITE ART SERVICES, LLC	Art related expense	\$	(340.00)
07/25/2019	CULTURED MAGAZINE LLC	Bookstore - Expense	\$	(21.00)
07/25/2019	CRATE 88 INC	Art related expense	\$	(454.00)
07/25/2019	SEEN STUDIO	Art related expense	\$	(1,500.00)
07/25/2019	PENGUIN RANDOM HOUSE LLC	Bookstore - Expense	\$	(217.88)
07/25/2019	INGRAM PUBLISHER SERVICES	Bookstore - Expense	\$	(111.76)
07/29/2019	CANON FINANCIAL SERVICES, INC	Operating expense	\$	(584.73)
07/29/2019	MAF BOOKSTORE	Bookstore - Expense	\$	(1,000.00)
07/29/2019	ACC BUSINESS	Operating expense	\$	(1,279.44)
07/30/2019	COURTNEY CASAL	Art related expense	\$	(192.30)
07/30/2019	CURRENT LIGHT	Art related expense	\$	(2,100.00)
07/30/2019	GERARDO PENA	Art related expense	\$	(1,050.00)
07/30/2019	TWIST EATERY	Operating expense	\$	(576.49)
07/30/2019	BILL COM	Operating expense	\$	(161.44)
07/31/2019	LADWP	Operating expense	\$	(18,685.12)
07/31/2019	THIRD DRAWER DOWN PTY LTD	Bookstore - Expense	\$	(422.80)
07/31/2019	SUNBELT RENTALS	Art related expense	\$	(770.86)
07/31/2019	MACK BOOKS LLC	Bookstore - Expense	\$	(183.00)
07/31/2019	HACHETTE BOOK GROUP	Bookstore - Expense	\$	(318.32)
07/31/2019	ALMIGHTY & INSANE BOOKS	Bookstore - Expense	\$	(180.00)
07/31/2019	Uline	Operating expense	\$	(815.94)
07/31/2019	Typecraft	Art related expense	\$	(1,802.15)
07/31/2019	SKYE GRAPHICS	Art related expense	\$	(2,513.76)
07/31/2019	PENGUIN RANDOM HOUSE LLC	Bookstore - Expense	\$	(712.21)
07/31/2019	INGRAM PUBLISHER SERVICES	Bookstore - Expense	\$	(1,310.06)
07/31/2019	IDEA BOOKS	Bookstore - Expense	\$	(772.20)
08/01/2019	INK ON PAPER	Art related expense	\$	(927.90)
08/01/2019	Uline	Operating expense	\$	(803.77)
08/01/2019	SKYE GRAPHICS	Art related expense	\$	(1,231.88)
08/01/2019	JAMES CALHOUN	Art related expense	\$	(575.00)
08/01/2019	CLIFF DIGITAL	Art related expense	\$	(468.30)
08/01/2019	H L MOE CO , INC	Operating expense	\$	(229.50)
08/01/2019	ANDY GUMP	Operating expense	\$	(541.38)
08/02/2019	MERCHANT FEES	Bookstore - Expense	\$	(816.50)
08/05/2019	ARTSMART INC	Accounting & Admin	\$	(4,500.00)
08/05/2019	OM CREATIVE LLC	Operating expense	\$	(9,000.00)
08/05/2019	THIRD EYE COLLECTIVE, LLC	Art related expense	\$	(6,500.00)
08/05/2019	TWIST EATERY	Operating expense	\$	(703.97)
08/05/2019	Yael NOV DONAY	Bookstore - Expense	\$	(125.00)
08/05/2019	HASCAR AUTO BODY SHOP	Operating expense	\$	(5,902.70)
08/05/2019	AMBER IBARRECHE	Bookstore - Expense	\$	(1,235.00)
08/05/2019	PAYROLL	PAYROLL	\$	(75,000.00)
08/07/2019	MOMENTOUS INSURANCE BROKERAGE, INC	Insurance	\$	(12,046.00)
08/07/2019	MOMENTOUS INSURANCE BROKERAGE, INC	Insurance	\$	(9,474.00)
08/07/2019	THE SKATEROOM	Bookstore - Expense	\$	(2,440.00)
08/07/2019	UPS	Bookstore - Expense	\$	(126.44)
08/07/2019	TRILITERAL, LLC	Bookstore - Expense	\$	(135.39)
08/07/2019	THE LEOPARD PRESS	Bookstore - Expense	\$	(215.00)
08/07/2019	JEFF MCLANE STUDIO INC	Bookstore - Expense	\$	(1,615.00)
08/07/2019	INGRAM PUBLISHER SERVICES	Bookstore - Expense	\$	(30.86)
08/07/2019	SUNBELT RENTALS	Art related expense	\$	(690.17)
08/07/2019	PENGUIN RANDOM HOUSE LLC	Bookstore - Expense	\$	(547.39)
08/07/2019	IDEA BOOKS	Bookstore - Expense	\$	(174.00)
08/07/2019	HANA LOCKSMITH	Operating expense	\$	(193.50)
08/07/2019	GAGOSIAN GALLERY, INC	Bookstore - Expense	\$	(525.00)
08/07/2019	CURRENT LIGHT	Art related expense	\$	(3,500.00)

STMLC

08/07/2019	CLIFF DIGITAL	Art related expense	\$	(151.64)
08/07/2019	BLUM & POE, LLC	Bookstore - Expense	\$	(298.00)
08/07/2019	ACLA, LLC	Art related expense	\$	(4,562.42)
08/08/2019	WESTERN EXTERMINATOR COMPANY	Operating expense	\$	(180.00)
08/08/2019	AT&T	Operating expense	\$	(662.49)
08/08/2019	MICHAEL ROTMAN	Art related expense	\$	(4,000.00)
08/08/2019	SKT, LLC	Art related expense	\$	(700.00)
08/08/2019	SCAN TRENDS INC	Bookstore - Expense	\$	(377.72)
08/08/2019	MOMENTOUS INSURANCE BROKERAGE, INC	Insurance	\$	(522.00)
08/08/2019	MITSUBISHI ELECTRIC US, INC	Operating expense	\$	(1,200.00)
08/08/2019	INGRAM PUBLISHER SERVICES	Bookstore - Expense	\$	(100.43)
08/08/2019	HACHETTE BOOK GROUP	Bookstore - Expense	\$	(186.42)
08/08/2019	FIRST ADVANTAGE BACKGROUND SERVICES CORP	Operating expense	\$	(536.60)
08/08/2019	CLIFF DIGITAL	Art related expense	\$	(90.32)
08/08/2019	ALLIED GLOBAL MARKETING	Art related expense	\$	(4,999.99)
08/08/2019	Uline	Operating expense	\$	(1,091.85)
08/14/2019	LADWP	Operating expense	\$	(230.16)
08/14/2019	WESTERN EXTERMINATOR COMPANY	Operating expense	\$	(151.00)
08/19/2019	ARTSMART INC	Accounting & Admin	\$	(937.50)
08/19/2019	ARTSMART INC	Accounting & Admin	\$	(4,500.00)
08/19/2019	CYNDI CHOI	Operating expense	\$	(15.12)
08/19/2019	INDIA CAWLEY GELLING	Art related expense	\$	(29.57)
08/19/2019	TWIST EATERY	Operating expense	\$	(554.12)
08/19/2019	Yael NOV DONAY	Art related expense	\$	(53.53)
08/19/2019	ABM PARKING SERVICES	Operating expense	\$	(11,507.84)
08/19/2019	ALLIED UNIVERSAL JANITORIAL SERVICES	Operating expense	\$	(12,260.02)
08/19/2019	WESTERN EXTERMINATOR COMPANY	Operating expense	\$	(297.00)
08/20/2019	PAYROLL	PAYROLL	\$	(75,000.00)
08/20/2019	AT&T	Operating expense	\$	(75.00)
08/21/2019	TWIST EATERY	Operating expense	\$	(614.15)
08/21/2019	Yael NOV DONAY	Art related expense	\$	(49.28)
08/21/2019	LITTLE SUN FOUNDATION	Bookstore - Expense	\$	(4,582.00)
08/21/2019	MOMENTOUS INSURANCE BROKERAGE, INC	Insurance	\$	(43,285.25)
08/22/2019	LADWP	Operating expense	\$	(232.43)
08/23/2019	CAYAN	Bookstore - Expense	\$	(30.39)

GRANT INCOME	\$	1,500,000.00
GRANT EXPENDITURES	\$	(1,500,000.00)
NET	\$	-

SMC

Grant Agreement

THIS GRANT AGREEMENT is made effective as of _____, 2017 (the "**Effective Date**") by and between the Paul Marciano Foundation, a Nevada nonprofit corporation ("**Grantor**"), and the Paul and Mareva Marciano Foundation, a Nevada nonprofit corporation ("**Grantee**") (collectively referred to as the "**Parties**").

WITNESSETH

WHEREAS, Grantor wishes to support programs intended to prevent sexual assault against the women and children of Tahiti;

WHEREAS, Grantee is an organization recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code (the "**Code**"), whose charitable purposes include making grants to and fundraising for local organizations and initiatives intended to prevent sexual assault against the women and children of Tahiti; and

WHEREAS, Grantor desires to provide funds to Grantee to support Grantee's charitable purpose.

NOW, THEREFORE, the Parties mutually agree as follows:

Section 1. Grantor shall pay Grantee ONE HUNDRED THOUSAND DOLLARS (\$100,000) (the "**Grant**").

Section 2. Grantee must use the full amount of the Grant solely for the furtherance of its charitable purpose, by making grants to local organizations and initiatives intended to prevent sexual assault against the women and children of Tahiti (the "**Restricted Purpose**"). Grantee may not use any portion of the grant funds, including any interest earned thereon, for any other purpose without the prior written approval of the Grantor. Grantee agrees not to use any portion of the Grant or any income derived therefrom: (a) to participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office (within the meaning of Section 501(c)(3) of the Code) including, but not limited to, voter registration drives; (b) to undertake any activity for any purpose other than charitable, scientific, educational or other purposes specified in Section 170(c)(2)(B) of the Code; or (c) to carry on propaganda or to otherwise attempt to influence legislation.

Section 3. Grantee agrees that the Grant funds will be used in accordance with the Restricted Purpose. Grantee agrees that in the event any part of the Grant is not used for the Restricted Purpose, Grantee will immediately repay to Grantor that unused part of the Grant.

Section 4. Grantee agrees to maintain Grant funds in a separate account dedicated to the Restricted Purpose. Grantee agrees to maintain records of receipts and expenditures charged against the Grant that are adequate to identify the use of the funds in compliance with the Restricted Purpose. Grantee agrees to make its books and records available to Grantor at reasonable times upon Grantor's request.

Section 5. Grantee shall supply Grantor with reports showing the use of the Grant based on Grantee's records and organizations performing substantial work for Grantee, if any, detailing all expenditures made from the Grant. Annual reports will be made by May 30th of each year with the first annual report due May 30, 2018. These annual reports also will include a discussion of the progress made in accomplishing the Restricted Purpose. Such reports shall be provided to Grantor's President. Grantee shall provide a final report upon completing the Grant.

Section 6. Grantee will maintain its records of expenditures from the Grant, as well as copies of the reports submitted by it to Grantor with respect to such Grant, for at least four (4) years after completion of the use of the Grant, and shall by contract require organizations to which funds are contributed by the Grantee, if any, to do the same. Grantee shall make its books and records available to Grantor at reasonable times beginning on the date of receipt of the Grant funds and ending four (4) years after completion of the use of the Grant, and shall by contract require organizations to which funds are contributed by the Grantee, if any, to do the same. Grantee shall not use any of the Grant to make any re-grant that does not comply with the requirements of Section 4945(d)(3) or (4) of the Code.

Section 7. Grantee assures Grantor that the Grant will not cause Grantee to lose its status as a private foundation as described in Section 509(a) of the Code, that its determination letter from the Internal Revenue Service that it is a private foundation is still valid, and that Grantee has not undergone a material change in its character, purposes, activities, method of operations, or sources of support that would be inconsistent with Grantee's status as a private foundation.

Section 8. Grantee is a newly-formed private foundation, and as such, has not yet filed, nor has it been required to file, an annual information return using IRS Form 990-PF. Grantee agrees to provide to Grantor its financial statements for the current year and a copy of its 2016 Form 990-PF within a reasonable time after it is filed.

Section 9. Grantee will provide the Grantor with any other information the Grantor requests, in its sole discretion, to confirm the charitable use of the Grant and to assess the impact of the Grant on Grantee's private foundation status.

Section 10. This Agreement, and the rights and obligations of the Parties, will be construed, interpreted and enforced in accordance with, and governed by, the laws of the State of California.

Section 11. Under no circumstances will Grantor be liable to Grantee for any special, incidental, or consequential damages, whether based on breach of contract, tort (including negligence), product liability, or otherwise, whether or not it has been advised of the possibility of such damages.

Section 12. Any notice required or permitted to be given pursuant to this Agreement will be in writing and will be either hand delivered or sent by confirmed facsimile, overnight delivery service, or certified mail, return receipt requested to the Parties at their respective addresses set forth below. If hand delivered or sent by facsimile, notice shall be deemed received when actually delivered. If sent by overnight delivery service, notice shall be deemed

received by the next business day, or if sent by certified mail, three days after mailing. Notices shall be addressed as follows

TO GRANTOR:

Paul Marciano Foundation
144 S Beverly Drive, Suite 600
Beverly Hills, CA 90212
Attn: Paul Marciano

TO GRANTEE:

Paul and Mareva Marciano Foundation
144 S Beverly Drive, Suite 600
Beverly Hills, CA 90212
Attn: Mareva Georges

Section 13. Each signatory to this Agreement represents and warrants that he or she possesses all necessary capacity and authority to act for, sign and bind the Party on whose behalf he or she is signing this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

Paul Marciano Foundation

By: _____

Name Paul Marciano

Title President

Paul and Mareva Marciano Foundation

By: _____

Name Mareva Georges

Title President

Grant Agreement

THIS GRANT AGREEMENT is made effective as of AUG 9TH 2018 (the "Effective

WITNESSETH

WHEREAS, Grantor wishes to improve the condition of women and children in French Polynesia, including by making grants to local grassroots organizations and initiatives intended to prevent sexual assault against the women and children of Tahiti;

WHEREAS, Grantee is a foundation whose charitable purposes include improving the social conditions of women and children in French Polynesia, including by conducting various programming aimed to combat domestic violence against women and children in French Polynesia;

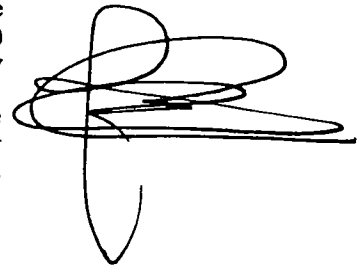
NOW, THEREFORE, the Parties mutually agree as follows:

Section 1. Grantor shall pay FORTY THOUSAND DOLLARS (\$40,000) (the "Grant") to Grantee to be used exclusively for charitable purposes as described in Section 2 hereof

Section 2. Grantee must use the Grant solely to cover the operating costs of Grantee and to further Grantee's programming aimed to combat domestic violence against women and children in Tahiti and other similar charitable activities (the "Restricted Purpose"). Grantee may not use the Grant for any other purpose without the prior written approval of the Grantor. Grantee agrees not to use any portion of the Grant or any income derived therefrom: (a) to participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office (within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code")) including, but not limited to, voter registration drives; (b) to undertake any activity for any purpose other than charitable, scientific, educational or other purposes specified in Section 170(c)(2)(B) of the Code; or (c) to carry on propaganda or to otherwise attempt to influence legislation. In addition, no part of the Grant may be paid, granted or distributed to any other organization or person, other than as payment of expenses associated with the Restricted Purpose.

Section 3. Grantee agrees that in the event any part of the Grant is not used for the Restricted Purpose, Grantee will immediately transfer the unused portion of the Grant back to Grantor

Section 4. Grantee agrees to maintain Grant Funds in a separate account dedicated to the Restricted Purpose. Grantee also agrees to maintain records of its use of the Grant in

A handwritten signature in black ink, consisting of a large, stylized 'R' or 'B' shape with a long horizontal stroke extending to the right.

compliance with the Restricted Purpose. Grantee agrees to make its books and records available to Grantor at reasonable times upon Grantor's request.

Section5. Grantee shall supply Grantor with reports detailing the use of the Grant for the Restricted Purpose. The first report will be made by May 30, 2019, with additional reports due annually thereafter. These annual reports also will include a discussion of the progress made in accomplishing the Restricted Purpose. Such reports shall be provided to Grantor's President. Grantee shall provide a final report upon completing the use of the Grant.

Section6. Grantee will maintain its records of expenditures from the Grant, as well as copies of the reports submitted by it to Grantor with respect to such Grant, for at least four (4) years after completion of the use of the Grant. Grantee shall make its books and records available to Grantor at reasonable times beginning on the date of receipt of the Grant funds and ending four (4) years after completion of the use of the Grant.

Section7. Grantee will provide the Grantor with any other information the Grantor requests, in its sole discretion, to confirm the charitable use of the Grant.

Section8. This Agreement, and the rights and obligations of the Parties, will be construed, interpreted and enforced in accordance with, and governed by, the laws of the State of Nevada

Section9. Under no circumstances will Grantor be liable to Grantee for any special, incidental, or consequential damages, whether based on breach of contract, tort (including negligence), product liability, or otherwise, whether or not is has been advised of the possibility of such damages.

Section10. Any notice required or permitted to be given pursuant to this Agreement will be in writing and will be either hand delivered or sent by confirmed facsimile, overnight delivery service, or certified mail, return receipt requested to the Parties at their respective addresses set forth below. If hand delivered or sent by facsimile, notice shall be deemed received when actually delivered. If sent by overnight delivery service, notice shall be deemed received by the next business day, or if sent by certified mail, three days after mailing. Notices shall be addressed as follows:

TO GRANTOR:

The Paul and Mareva Marciano
Foundation, Inc.
144 S. Beverly Drive, Suite 600
Beverly Hills, CA 90212
Attn: Mareva Marciano

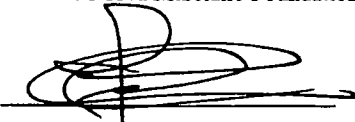
TO GRANTEE.

Te t'iaturi nei - Foundation Paul and
Mareva Marciano
P.K. 12.3 mountain side Servitude
Tehui Punaauia
B.P. 13.004 - 98717 Punaauia
Tahiti, French Polynesia
Attn: Mareva Marciano

Section 11. Each signatory to this Agreement represents and warrants that he or she possesses all necessary capacity and authority to act for, sign and bind the Party on whose behalf he or she is signing this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement (in two copies, translated into English and French) as of the Effective Date.

The Paul and Mareva Marciano Foundation,
Inc.

By: 

Name: Mareva Georges

Title: President

Te t'iaturi nei - Foundation Paul and Mareva
Marciano

By: 

Name: Mareva Marciano

Title: President

DM_US 152659820-1 101306 0011