

EXHIBIT F

**IN SUPPORT OF
PLAINTIFF'S MEMORANDUM IN SUPPORT OF ITS EMERGENCY MOTION FOR A
TEMPORARY RESTRAINING ORDER TO PREVENT VIOLATIONS OF THE FEDERAL
SECURITIESD LAWS, TO APPOINT A RECEIVER, AND PROVIDE FOR OTHER
ANCILLARY RELIEF**

DECLARATION OF TIMOTHY K. SMITH

1. My name is Timothy K. Smith. I am 62 years old and live in Madison, Connecticut. I have personal knowledge of the facts described in this declaration.

2. I received a B.A. degree in history from Brown University in 1979. Between 1982 and 1994, I was a writer and editor for the Wall Street Journal. Between 1994 and 2015, I worked for Fortune Magazine, finishing my time there as Senior Features Editor. I am currently self-employed as a writer and editor.

3. I have been investing since after I graduated college. I have worked with different brokers who have diversified my portfolio with stocks, bonds, and mutual funds.

4. I learned about investment opportunities with Northridge Holdings, Ltd. (“Northridge”) from my father-in-law and my brother-in-law, who operate a financial services business in Louisiana. My brother-in-law provided me with the Northridge brochure and explained that investing with Northridge takes away the uncertainty of the stock market because I could earn a fixed 6% annual return on a 5-year investment. The brochure contained information about the interest rates offered by Northridge, which ranged from a one-year note at 3% interest, to an eight-year note at 6% interest. A copy of the interest rates provided to me is attached as Exhibit A.

5. Before I decided to invest in Northridge, my brother-in-law introduced me and my wife to Northridge’s President, Glenn Mueller (“Mueller”), around the Christmas holiday in 2018, via a conference call. The call lasted about 20-25 minutes. During the call:

a. Mueller talked about how the investments work and the terms of investing, which were consistent with the information found in Exhibit A.

b. Mueller presented this investment opportunity as something outside of the stock and bond markets that would produce a 6% annual return over 5 years.

c. I asked Mueller whether there would be a penalty for early withdrawal of my investment, and I recall from his answer that there was not a severe penalty for early withdrawal.

d. Mueller discussed the types of properties Northridge owns, which are multi-unit residential buildings around urban areas in Illinois and one property in Florida.

e. Mueller discussed Northridge's history. He said that Northridge started out owning a few properties and grew to own more properties, and that it has done well outside of the stock and bond market.

f. I asked Mueller what keeps him up at night. Mueller responded that he sleeps very well at night. Mueller said that Northridge was not affected by the housing crisis in 2008, and that the company barely hit a bump because people needed a place to live as much as people need food to eat. Based upon this dialogue, it was my understanding that investing in Northridge was safe and low-risk.

6. Because I am at the cusp of retiring, I thought it would be wise to invest in a product that is independent of the volatility of the stock market.

7. Based on this conference call with Mueller, it was my understanding that Northridge was a multi-million dollar company that manages properties and makes money through rent.

8. Before committing to this investment, I researched the properties owned by Northridge by conducting a "Google Earth" search to determine that the properties exist. I also saw Northridge's property addresses listed on newsletters that were available on Northridge's website.

9. My brother-in-law told me that he and his father visited some of Northridge's properties in Illinois and that his father also invested in Northridge.

10. After I decided to invest some of my IRA funds in Northridge, IRA Services sent me paperwork. IRA Services is an IRA custodian that Northridge uses, and Mueller advised that I transfer my IRA funds to IRA Services.

11. I also received New Investor Forms from Barbara Decker, Investor Relations, of Northridge.

12. On or about March 11, 2019, I signed a promissory note in the amount of \$250,000 with Unity Investment Group. I assume that Unity Investment Group is a holding company for Northridge. The duration of the note is five years, during which I receive 6% per annum interest. Although I was aware that I could elect to receive payments of interest during the life of the note, I chose to let the interest compound over time. A copy of my promissory note is attached as Exhibit B.

13. When I entered into the promissory note, I was unaware that Northridge was being investigated by any state or federal authorities. Mueller never disclosed any investigations to me. If I knew about any investigations, this would have influenced my decision to invest with Northridge. I would have hesitated and conducted more due diligence. If I knew that there were any fraud investigations against Northridge, I definitely would not have invested.

14. Furthermore, if I knew or had any reason to believe that Northridge did not have sufficient income from its operations or properties to cover capital costs and operating expenses, and that Northridge consistently needed new investor money to pay existing investors, I would not have invested in Northridge.

25, 2019 in Madison, Connecticut.

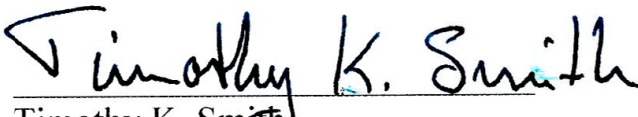

Timothy K. Smith

EXHIBIT A



Northridge Holdings, Ltd. interest rates effective January 1, 2014.

Real Estate Promissory Note

Funds placed in a real estate promissory note will receive 3% per annum for 3 years or until such time as they are invested in a real estate limited partnership. We cannot guarantee a timeframe in which funds will be placed into a real estate limited partnership. Funds will be placed into a real estate limited partnership upon your review of the offering of a potential property and your written consent.

CD Loan Promissory Note

1 year-3%

2 year-4%

3 year-5%

4 year-5%

5 year-6%

8 year-6%

These rates are subject to change at any time without notice.

EXHIBIT B

UNITY INVESTMENT GROUP I LTD.
1020 W. FULLERTON AVE. SUITE G
ADDISON, IL 60101
630 889-9695

IRA CASH PROMISSORY NOTE

(Accrued Interest)

(non-negotiable)

Addison, Illinois

\$250,000.00

Date: March 11, 2019

For value received, Unity Investment Group I LTD. , an Illinois corporation (the “Company”), promises to pay to the order of IRA Services Trust Company Tax ID# [REDACTED] Custodian FBO Timothy K Smith IRA [REDACTED] with an address of [REDACTED] the principal amount of Two Hundred Fifty Thousand AND 00/100 DOLLARS (\$250,000.00) at the place and in the manner hereinafter provided, together with interest thereon at the rate or rates described below, and any and all other amounts which may be due and payable hereunder from time to time.

1. Payment of the Note.

All payments of principal and interest on this Note shall be made in lawful money of the United States of America to the holder at [REDACTED] or at such other location as may be designated by the holder of this Note to the Company in writing. Upon payment in full of amounts due under this Note, this Note shall be surrendered for cancellation.

2. Interest.

This Note shall bear interest at rate per annum equal to Six percent (6%). All interest shall accrue but shall be deferred and be payable on the maturity Date, unless sooner converted pursuant to Section 4 below. All payments of interest hereunder shall be computed on the basis of a 365-day year and shall be payable, to the extent due, in accordance with Section 3 hereof.

3. Repayment of Principal; prepayment.

The principal amount of this Note shall be paid in full, together with any accrued and unpaid interest remaining thereon, on the date that is Sixty (60) months after the date of issuance hereof (the “**Maturity Date**”), in accordance with Section 1 hereof. The principal amount hereunder may be prepaid at any time

provided that any prepayment of principal of the Note shall include accrued and unpaid interest to but excluding the date of prepayment on the principal amount being prepaid.

4. Tracking Rights.

The Company shall have conversion rights as follows (the “**Conversion Rights**”):

4.1 Right of Conversion to Tracking Interest.

At the Company’s option and with the consent of the Holder, prior to the Maturity Date, the Company may convert (the “**Conversion**”) all or any part of the principal and accrued and unpaid interest under this Note (the “**Conversion Amount**”) into the Holder’s contractual right (the “**Tracking Interest**”), with respect to one or more limited partnerships or limited liability companies in which Northridge Holdings Ltd. (“**Northridge**”), an affiliate of the Company, is the general partner or manager (each, a “**Portfolio Company**”) to receive distributions from the Portfolio Company as described in Exhibit A hereto as and to the extent declared by the Portfolio Company which distributions would, if made, represent the amount otherwise distributable to a common equity holder in the Portfolio Company who had invested the Conversion Amount in such Portfolio Company at the time of the Conversion. The Tracking Interests in each Portfolio Company shall not accrue interest but shall have the rights and be subject to the limitations set forth on Exhibit A to this Note. At the time of the Conversion, the principal amount of this Note shall be automatically reduced, without the need for any further action by the Company or the Holder, by the Conversion Amount. To the extent that the reduction reduces the principal amount of this Note to zero, the Company’s obligations under this Note shall be deemed fully satisfied and discharged, and the Holder shall retain the Tracking Interest only.

4.2 Mechanics of Conversion.

Upon the election of the Conversion by the Company, the Company shall provide written notice thereof (the “**Conversion Notice**”) to the Holder of the Company’s election to so exercise the Conversion, which notice shall include the proposed date of the Conversion. The holder shall indicate his, her or its consent to the Conversion within ten (10) days after the Holder receives the Conversion Notice. Upon actual consent, the Company shall convert the Conversion Amount into the Tracking Rights in accordance with Exhibit A and the principal balance and accrued but unpaid interest on the Note shall be reduced by the Conversion Amount.

5. Defaults and Remedies.

5.1 Events of Default. An “**Event of Default**” occurs if:

(1) The Company defaults in the payment of interest or principal on this Note when the same becomes due and payable and the default continues for a period of fifteen (15) days after the Company has been given written notice of such default from Holder (the “**Payment Cure Period**”), and, during the Payment Cure Period, the Company fails to contest or cure such default; or

(2) The Company fails to comply with any of its material agreements or breaches any of its representations and warranties in this Note, the default continues for a period of ninety (90) days after the Company has been given written notice of such default (the “**Non-Payment Cure Period**”) and, during the Non-Payment Cure Period, the Company fails to contest or cure such default.

5.2 Acceleration.

If an Event of Default occurs and is not cured or contested by Company during the Payment Cure Period or Non-Payment Cure Period, as applicable, then the principal and interest then due under this Note shall, at the election of the Holder, become due and payable thirty (30) days following notice from the Holder to the Company. A delay or omission by any holder of this Note in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy accruing upon an Event of Default. No remedy is exclusive of any other remedy. All available remedies are cumulative.

6. Waiver.

Any Event of Default or the compliance by the Company with any covenant or other agreement contained herein may be waived by the consent of the Holder and this Note may not be accelerated pursuant to Section 5.2 if the Event of Default under clause (2) of Section 5.1 is so waived by the Holder.

7. Miscellaneous.

7.1 Successors and Assigns.

The Holder's interest in this Note may not be transferred or assigned, except in compliance with the provisions of this Note. No transfer, hypothecation, encumbrance or assignment ("**Transfer**") of Holder's interest in this Note or any Tracking Interest provided to the Holder, or any part thereof, will be valid without the prior written consent of the Company and, with respect to the Tracking Interest, in accordance with the provisions of Section 4 and Exhibit A. In the event that the Company Consents to a Transfer by the Holder, the Holder will bear any and all costs and expenses arising out of such Transfer. If the Transfer does not satisfy the requirements of this Note, the Holder will continue to be obligated under each and every provision of this Note. The Company may delegate its obligations under and assign its rights under this Note to any person who purchases all of the outstanding equity interests of the Company, who succeeds to the Company by merger, who acquires all or substantially all of the Company's assets, and to a subsidiary or affiliate of the Company. All terms and conditions contained in this Note shall be binding upon and enforceable against the successors and assigns of the Company and any subsequent holder of this Note.

7.2 Non-Disclosure.

Holder acknowledges it has received and may from time-to-time hereafter receive information from the Company, Northridge or a Portfolio Company constituting a trade secret or which is confidential and proprietary (hereafter, "**Confidential Information**"), and Holder agrees he shall not reveal to any person, any such Confidential Information, in whole or in part. This duty of confidentiality shall survive Conversion and repayment of this Note. As used herein, the term Confidential Information shall include, without limitation, investment strategies, profit margins, revenues, business plans, investor lists, financial and investment information, and marketing information. Nothing in this Section 7.2 shall prevent any Holder from disclosing the existence of and terms and conditions of this Note to its accountants, legal advisors and to a representative of a governmental authority with competent jurisdiction over the Company or this Note.

7.3 Notices.

All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or by overnight courier, or by registered or certified mail, return receipt requested, first class postage prepaid addressed: (a) to Holder at the address set forth in the introduction to this Note (or to such new address as the Holder may provide to the Company in writing after the date hereof) or (b) to the Company at the following address (or to such new address as the Company may provide to the Holder in writing after the date hereof):

UNITY INVESTMENT GROUP I LTD.

Attn: Glenn Mueller, President

1020 W. Fullerton Ave., Suite G

Addison, IL 60101

7.4 Governing Law.

This Note shall be construed and enforced in accordance with the laws of the State of Illinois without regard to its conflict of interest laws.

7.5 Amendment.

The terms of this Note are subject to amendment only by written agreement executed by the Company and the legal holder hereof.

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed and delivered on the day and year first above written.

COMPANY:

Unity Investment Group I Ltd.

a Corporation

By: 

Name: Glenn Mueller

Its: President

ACCEPTED BY HOLDER:

a

By: 

Name: Timothy K Smith

Its:

Exhibit A

Tracking Rights

1. **Investment of Conversion Amount by the Company.** On or after the date of Conversion, the Company will acquire from an interest holder in a Portfolio Company all or a portion of that holder's interest in the Portfolio Company in a cash amount up to but not exceeding the Conversion Amount (the "**Tracking Interest Capital**"), and the Company (and not the Holder) will succeed as a limited partner in such Portfolio Company in accordance with the terms of the such Portfolio Company's limited partnership agreement and other constituent documents.

2. **Holder Rights with respect to Conversion Amount.**

(a) The Conversion Amount shall be adjusted upward or downward by the amount of profit or loss allocated by the Portfolio Company to the Company's capital account in the Portfolio Company with respect to the Conversion Amount. The Holder shall have no right to receive any portion of the Company's capital account in such Portfolio Company including, without limitation, the Conversion Amount.

(b) Notwithstanding any Maturity Date stated in the Note, the Tracking Interest shall remain outstanding until such time as the Company disposes of its limited partnership interest in the Portfolio Company or until the dissolution and liquidation of the Portfolio Company (the "**Termination Date**"). On the Termination Date, the Holder shall receive an amount of money equal to the aggregate distributions received by the Company from the Portfolio Company after the date of Conversion, less any Distribution Amount which Holder has elected to receive in cash pursuant to 2(c) below, times a fraction the numerator of which is the Tracking Interest Capital and the Denominator of which is the amount of the Company's capital account in the Portfolio Company on the Termination Date.

(c) If a Portfolio Company makes a distribution to the Company prior to the Termination Date, the Company shall promptly notify the Holder of the amount of such distribution (the "**Distribution Amount**"). No later than five (5) days after the date of such notice, the Holder shall notify the Company whether the Holder elects to (a) receive a portion of such Distribution Amount in cash equal to the Distribution Amount times a fraction the numerator of which is the Tracking Interest Capital and the Denominator of which is the amount of the Company's capital account in the Portfolio Company on the date such distribution was made by the Portfolio Company or (b) to increase the principal amount of the Note by the Distribution Amount, which would then remain subject to all of the terms and conditions of the Note including the Company's right to elect a Conversion with respect to such Distribution Amount. If the Holder fails to make such an election in such time, the Holder shall be deemed to have elected to so increase the principal amount of the Note by the Distribution Amount.

3. **Holder Receives No Equity.** As a result of any Conversion, the Holder shall not hold any equity interest whatsoever in any Portfolio Company nor shall the Holder be deemed to hold any equity interest in any Portfolio Company, either as of record or beneficially. The Holder will have no rights whatsoever under any Portfolio Companies' respective limited partnership agreements or other constituent document and shall not be deemed to be in privity with any Portfolio Company and shall remain in privity only with the Company. All obligations to the Holder with respect to the Tracking Interests shall remain a general unsecured obligation of the Company.

4. **No Guaranteed Return of Conversion Amount.** The Holder understands and agrees that he, she or it has no right to receive a return of the Conversion Amount. The right to receive any return on the Conversion Amount depends entirely on the financial and other performance of the relevant Portfolio Company and the Holder risks losing 100% of the Conversion Amount.