

## Exhibit A

### Declaration of Emad Tawfilis

I, Emad Tawfilis, declare under the penalty of perjury under the laws of the State of California the following:

1. I am over the age of 18 and reside in the State of California.
2. I am the manager of Lexington Street Investments, LLC, ("LSI") a California limited liability company.
3. I have personal knowledge of the following facts and could and would testify competently to them if called as a witness. I submit this declaration in response to a Settlement and Release Agreement to clarify and recant several alleged allegations and statements that LSI and or I have made against Napa Point Winery, LLC, Napa Point Brewing, LLC, The Patio Wine Company, LLC and Robert Dahl.
4. I did draft three (3) usurious loans, known as Promissory Notes and did originate said loans with The Patio Wine Company, LLC on three (3) separate occasions, dated: July 12, 2012; and March 3, 2013; and September 1, 2013.
5. All three (3) Promissory Notes identified in paragraph 4 above included usurious interest rates that exceeded the legal limit established in the State of California.
6. All three (3) usurious loans identified in paragraph 4 above were illegal under California law and as such, are not enforceable as a matter of law.
7. LSI did not ever loan any monies to Napa Point Winery, LLC.
8. LSI did not ever loan any monies to Napa Point Brewing, LLC.
9. LSI did not ever loan any monies to Robert Dahl personally.
10. LSI did file a lawsuit in Napa County Superior Court, case no. 26-64849, against Robert Dahl, Napa Point Winery, LLC and Napa Point Brewing, LLC two (2) months after The Patio Wine Company LLC filed a lawsuit against myself and LSI in Santa Clara County Superior Court case no. 1-14-CV-266569 for usury. LSI and I intentionally did not file a counter suit against The Patio Wine Company, LLC in Santa Clara County (case number 1-14-CV-266569), as I knew the Promissory Notes were usurious in nature and that if we filed a suit against Robert Dahl in Napa County, I would be able to apply extreme pressure to Robert Dahl and his business ventures within Napa County to discredit Robert Dahl and force a settlement on LSI's terms and distance myself from Patio's usury claims and thereby reduce my financial exposure.
11. LSI did allege, without any viable proof, several illegal transfers of assets from The Patio Wine Company, LLC to Napa Point Winery, LLC and or Napa Point Brewing, LLC and or Robert Dahl to discredit and cause harm to Robert Dahl and his business ventures. No such illegal transfers of assets ever occurred.
12. LSI did allege Robert Dahl had prior Usury Fraud cases in Minnesota, knowing that it was not the same Robert Dahl, to discredit and to cause harm to Robert Dahl and his business ventures.

#### SETTLEMENT AGREEMENT

Lexington Street Investments, LLC & Emad Tawfilis vs Napa Point Winery, LLC; Napa Point Brewing, LLC; The Patio Wine Company, LLC and Robert Dahl