

Robert E. Fuller (SBN 171770)
rfuller@nelsonhardiman.com
Zachary E. Rothenberg (SBN 215404)
zrothenberg@nelsonhardiman.com
Salvatore J. Zimmitti (SBN 245678)
szimmitti@nelsonhardiman.com
NELSON HARDIMAN LLP
11835 West Olympic Boulevard, Suite 900
Los Angeles, CA 90064
Telephone: (310) 203-2800
Facsimile: (310) 203-2727

Attorneys for Plaintiffs-in-Intervention
SoCal Building Ventures, LLC and San Diego
Building Ventures, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO - CENTRAL DIVISION

SALAM RAZUKI, an individual, ,

Plaintiff,

v.

NINUS MALAN, et al.,

Defendants.

AND RELATED COMPLAINT-IN-
INTERVENTION

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

08/13/2018 at 10:03:00 AM

Clerk of the Superior Court
By Richard Day, Deputy Clerk

CASE NO.: 37-2018-00034229-CU-BC-CTL
Assigned to: Hon. Eddie E. Sturgeon

**DECLARATION OF JIM TOWNSEND IN
SUPPORT OF PLAINTIFFS-IN-
INTERVENTION'S SUPPLEMENTAL
OPPOSITION TO *EX PARTE* APPLICATION
TO VACATE RECEIVERSHIP ORDER**

*[Filed concurrently with Plaintiffs-In-
Intervention's Supplemental Opposition To Ex
Parte Application To Vacate Receivership Order;
Declaration of John H. Yaeger; Declaration of
James Holler; Declaration of Dean Bornstein;
Declaration of Chris Berman; Declaration of
Daniel J. Spillane IV; and Declaration of
Salvatore Zimmitti]*

Action Filed: July 10, 2018

DATE: August 14, 2018
TIME: 8:30 a.m.
DEPT: C-67

DECLARATION OF JIM TOWNSEND

I, Jim Townsend, declare as follows:

1. I am the Managing Member of SoCal Building Ventures, LLC ("SoCal"), Plaintiff-in-Intervention in this action. I make this declaration in support of SoCal's Supplemental Opposition to Ex Parte Application to Vacate Receivership Order. I have personal knowledge of the facts set forth herein, and if called upon to testify thereto, I could and would competently do so under oath.

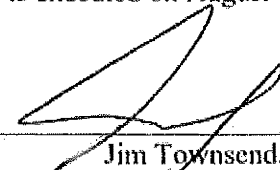
2. As SoCal's Managing Member, I am familiar with and am involved with purchasing and paying for equipment for the facilities which SoCal manages, including the Balboa and Mira Este Facilities. In connection with my duties, I also gather and analyze financial data, make payments, and prepare accountings in connection with SoCal's operations.

3. I created an inventory of SoCal's equipment that is currently located at the Mira Este Facility and under the control of Defendants in this case. I also assembled proof of payment by SoCal for this equipment. A true and correct copy of this equipment list and proof, current as of August 10, 2018, is attached hereto as Exhibit A.

4. The total value of SoCal's equipment at the Mira Este facility as of August 10, 2018, that I am currently aware of, is \$410,206.

5. I also created an accounting to date of the payments made by SoCal for the Balboa and Mira Este Facilities from 2017 through July 2018, which total \$2,731,811.03. A true and correct copy of this accounting to date, with proof, is attached hereto as Exhibit B.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on August 11, 2018, at Westlake Village, California.



Jim Townsend, Declarant

DECLARATION OF JIM TOWNSEND

EXHIBIT A

San Diego

Equipment & Inventory at Mira Este

	Mira Este Lab Setup		Invoice/PO Number
12/11/2017	Delta Separation	\$ (67,000.00)	1119
12/14/2017	KIM Industries - cartridges	\$ (107,275.00)	Agreement 12/14
2/7/2018	Jacksam Processor	\$ (17,600.00)	
2/12/2018	Delta Separation	\$ (66,147.00)	
3/9/2018	Jacksam Processor	\$ (8,500.00)	
4/18/2018	Electrical	\$ (4,010.00)	
4/25/2018	Equipment Order - Lab Society	\$ (40,000.00)	3320/3324/3325
4/30/2018	Equipment Order - Lab Society	\$ (25,000.00)	3488
5/15/2018	American AV - Electric	\$ (4,010.00)	
6/5/2018	West Coast Sight - cameras and access	\$ (13,100.00)	1192
6/14/2018	Christen Camera Security - Check	\$ (1,755.00)	1059
6/28/2018	Westcoast Sigh & Sound - Check	\$ (6,659.00)	1183
6/28/2018	Miles Electric - Check	\$ (10,900.00)	
7/10/2018	Lab trader	\$ (13,150.00)	629.6799
7/10/2018	Sadler Freezers	\$ (25,100.00)	
		\$ (410,206.00)	

EXHIBIT A

Delta Separations LLC
3200 Dutton Ave. Unit # 321
Santa Rosa, CA 95407 US
(707) 222-6066
sales@deltaseparations.com



ADDRESS	SHIP TO
San Diego Building Ventures LLC	San Diego Building Ventures LLC
9212 Mira Este Court	9212 Mira Este Court
San Diego, CA 92126	San Diego, CA 92126

ESTIMATE 1119

DATE 12/08/2017

SALES REP
Nathan Radabaugh

ACTIVITY	QTY	RATE	AMOUNT
C.U.P. 15	2	55,000.00	110,000.00T
Filter Rack	1	6,000.00	6,000.00T
Keg Transfer Kit	6	600.00	3,600.00T
Keg, 15.5 Gallons, 4" Trl Clamp	12	250.00	3,000.00T

Thank you very much for your decision to go with Delta Separations. To begin the process, a 50% deposit is required. After we receive the deposit, we will send you over the sales contract and updated Invoice.

SUBTOTAL	122,600.00
TAX (8.625%)	10,574.25

Bank Information:
JP Morgan Chase Bank NA, 1111 Polaris Parkway, Columbus,
OH 43240
SFIFT/BIC Code: CHASUS33
Routing Translt Number: 021000021
Beneficiary Account Number: 775657096

Thank you
Nathan Radabaugh
Director of Sales/Marketing

TOTAL	\$133,174.25
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Accepted By

Accepted Date

Delta Separations LLC
3200 Dutton Ave, Unit # 321
Santa Rosa, CA 95407 US
(707) 222-6066
craftscience@deltaseparations.com



BILL TO
Adam Lustig
Higher Vision

INVOICE 1057

DATE 02/15/2018 TERMS Net 30

DUE DATE 03/17/2018

P.O. NUMBER

SALES REP

ACTIVITY	QTY	RATE	AMOUNT
Freight Shipping and Crate	1	1,280.00	1,280.00

Thank you for considering Delta Separations for your business.

Bank Information (Wire not ACH):
JP Morgan Chase Bank NA, 1111 Polaris Parkway, Columbus,
OH 43240
SFIFT/BIC Code: CHASUS33
Routing Transit Number: 021000021
Beneficiary Account Number: 775657096

IMPORTANT: Add this Estimate # to the memo line of any
payments.

Please let me know if you have any questions.
-Martin

TOTAL DUE \$1,280.00

EXCLUSIVE SUPPLY AGREEMENT

This Exclusive Supply Agreement (this "Agreement") is entered into as of December 14, 2017 (the "Effective Date") by and between CMP Wellness, LLC (d/b/a Medepen), a California limited liability company having its principal place of business at 15711 Condon Ave Suite A5, Lawndale, CA 90260 ("Seller") and, San Diego Building Ventures LLC, a California Limited Liability Company having its principal place of business at 32123 Lindero Canyon Rd, Suite 210, San Diego, CA 91361 ("Buyer") (each a "Party" and, collectively, the "Parties").

AGREEMENT

1. Supply.

(a) On the terms and conditions set forth herein, Buyer agrees to purchase the products set forth on Schedule 1 attached hereto (each product on Schedule 1, a "Product" and collectively, the "Products"). Schedule 1 may be updated from time to time by Seller to include new Products. To the extent Buyer submits purchase orders for any Product, any pre-printed terms or other terms other than the Product SKUs, quantities and delivery dates contained therein are hereby expressly rejected. Buyer agrees that any change in state, local, or federal laws affecting Buyer's principle business will not alter its obligations under or the terms of this Agreement.

2. Delivery.

(a) Unless otherwise agreed in writing by the Parties, Seller shall make all deliveries to Buyer's facility located at 9212 Mira Este Court, San Diego, CA 92126 or such other location that is mutually agreed upon (the "Delivery Point") using Seller's standard methods for packaging and shipping such Products. Buyer shall be responsible for the unloading of all deliveries. Seller shall notify Buyer of any lead times necessary for the delivery of any Products.

(b) Risk of loss and title to any delivered Products shall pass to Buyer upon Seller making them available for unloading by Buyer at the Delivery Point. Buyer shall make all payments for Products (including the costs of freight and other transportation costs) at the Delivery Point prior to unloading Product in United States Dollars.

3. Price.

(a) The pricing and committed purchase volumes for Products are set forth on Schedule 1. All such prices are exclusive of all freight which shall be the responsibility of Buyer.

4. Limited Warranty.

(a) SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

J.T.

5. Limitation of Liability.

(a) IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE PRODUCTS SOLD HEREUNDER IN THE SIX MONTHS PRECEDING THE CLAIM.

6. Termination: The initial term of this Agreement is 24 months from the Effective Date. This agreement will automatically renew for subsequent one year periods unless a Party provides written notice at least 30 days prior to the end of the current term of its election not renew this Agreement. Upon the expiration or termination of this Agreement for any reason, Buyer shall purchase any remaining Products held by Seller in its warehouses or subject to a pending Subsequent Stocking Order within thirty days.

7. Waiver. Any waiver of any provision herein must be in writing. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

8. Confidential Information. All non-public, confidential or proprietary information of Seller, including, but not limited to, samples, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section.

9. Force Majeure. The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, governmental actions, war, invasion or hostilities, terrorist threats or acts, civil unrest, national emergency, epidemic, lock-outs, strikes or other labor disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, in the event the Products are seized by US Customs and Border Protection or any other government agency.

10. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void.

11. Relationship of the Parties. The relationship between the parties is that of independent contractors, neither party shall have authority to contract for or bind the other party in any manner whatsoever. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right.

12. Governing Law. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of California.

13. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement.

14. Survival. Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement.

15. Entire Agreement; Amendment and Modification. This Agreement together with the schedules attached hereto constitute the complete, final and exclusive agreement between the parties regarding the subject matter hereof and cancels and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral, between the parties relating to such subject matter. This Agreement may only be amended or modified in a writing that is signed by an authorized representative of each party.

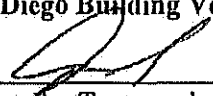
T.T.

IN WITNESS WHEREOF, the Parties have caused this Product Description Form to be executed by their respective duly authorized officers as of the date first set forth above.

CMP WELLNESS, LLC

By: _____
Name: _____
Title: _____

San Diego Building Venture LLC

By:  _____
Name: Jim Townsend
Title: Managing Member

Schedule 1
Products and Pricing

<u>Product</u>	<u>Initial Stocking Order Quantity</u>	<u>Pricing Per Unit</u>	<u>Total Cost</u>
NC7 Glass Ceramic 0.5 ml Cartridge	100,000	\$2.00	\$200,000
Syringe graded glass barrel (no plunger)	100,000	\$0.86	\$86,000
Metal twist plunger	100,000	\$1.071	\$107,100
Small Grip N Glide	200,000	\$0.18	\$36,000
TOTAL			\$429,100
Deposit		25%	\$107,275

- Deposit wire of \$107,275 sent by SoCal Building Ventures LLC on December 14, 2017.

(J.T.)

WT FED#09257 JPMORGAN CHASE BAN
Expand 12/11/17 /FTR/BNF=DELTA SEPARATION LLC SRF# \$67,000.00
0011721345114697 TRN#171211171846 RFB#

02/12/18 WT FED#08933 JPMORGAN CHASE BAN /FTR/BNF=Delta \$66,174.25
Seperations SRF# GW00000010801853 TRN#180212088097 RFB# 642

WT FED#08676 SALAL CREDIT UNION /FTR/BNF=KIM
Expand 12/14/17 International Corporation SRF# GW00000009118502 \$107,275.00
TRN#171214166189 RFB# 595

WT SEQ131784 JACKSAM CORPORATION /BNF=Jacksam
Expand 02/07/18 Corporation dba Blackout SRF# GW00000010486750 \$17,600.00
TRN#180207131784 RFB# 635

WT SEQ#35200 JACKSAM CORPORATION /BNF=Jacksam
Expand 03/09/18 Corporation dba Blackout SRF# GW00000014342064 \$8,500.00
TRN#180309035200 RFB# 672

04/24/18 WT SEQ#84969 MATTHEW DRIVER /BNF=American AV SRF# \$4,010.00
GW00000015460892 TRN#180424084969 RFB# 716

05/15/18 WT SEQ151368 MATTHEW DRIVER /BNF=American AV SRF# \$4,010.00
GW00000016009006 TRN#180515151368 RFB# 755

WT SEQ132999 LAB SOCIETY /BNF=Lab Society SRF#
Expand 04/25/18 GW00000015502161 TRN#180425132999 RFB# 724 \$40,000.00

WT SEQ235160 LAB SOCIETY /BNF=Lab Society LLC SRF#
Expand 04/30/18 GW00000015639983 TRN#180430235160 RFB# 739 \$25,000.00

WT FED#07211 BANK OF AMERICA, N /FTR/BNF=West
Expand 06/05/18 Coast Sight and Sound SRF# GW00000016518410 \$13,100.00
TRN#180605152486 RFB# 783

WT FED#06497 ZB NA DBA CALIFORN /FTR/BNF=Labtrader Inc
07/10/18 SRF# GW00000017381072 TRN#180710146095 RFB# 800 \$13,150.00

WT FED#07575 MUFU UNION BANK, N /FTR/BNF=Gary Stadler
07/10/18 SRF# GW00000017383144 TRN#180710154163 RFB# 814 \$25,100.00

WT FED#06987 COMPASS BANK /FTR/BNF=Flip
Expand 12/19/17 Management SRF# GW0000009235224 TRN#171219155547 \$50,000.00
RFB# 599



Science At The Right Cost

Lab Society
4699 Nautilus Ct S #503
Boulder, CO 80301
United States

Invoicing and shipping address:

Dan Spillane
9212 Mira Este Court
San Diego, CA 92126
United States

Invoice INV/2018/0887

Invoice Date: 05/31/2018 **Due Date:** 05/31/2018 **Source:** SO03488

Description	Quantity	Unit Price	Taxes	Tax Excluded Price
[CDO-28] Cascade Decarboxylation Oven	1,000 Each	9,950.00	No Tax	\$ 9,950.00
Freight - Cascade	1,000 Each	0.00		\$ 0.00
Freight Manual	1,000 Each	600.98	No Tax	\$ 600.98
Subtotal				\$ 10,550.98
No Tax				\$ 0.00
Total				\$ 10,550.98
Paid				\$ 10,263.09
Amount Due				\$ 287.89

Tax	Base	Amount
No Tax	\$ 10,550.98	\$ 0.00

Payment term: Immediate Payment



Science At The Right Cost

Lab Society
4699 Nautilus Ct S #503
Boulder, CO 80301
United States

Invoicing and shipping address:

Josh Rowley

United States

☎ 203-988-3995

Josh Rowley

United States

Quotation # SO03324

Your Reference:
20L Rotary Evaporator

Quotation Date:
04/05/2018 16:24:28

Salesperson:
Peter DeLone

Payment Terms:
Immediate Payment

Description	Quantity	Unit Price	Taxes	Price
[AI-SE53-220-ULC] SolventVap Rotary Evaporator (20L Motorized Lift UL Listed)	1.000 Each	10,690.00	No Tax	\$ 10,690.00
[AI-C30-30-20L] Recirculating Chiller (20L/min, -30°C, 30L)	1.000 Each	6,990.00	No Tax	\$ 6,990.00
[2052B-01] Welch ILMVAC High Capacity-High Vacuum Pump (2052B-01)	1.000 Each	3,860.00	No Tax	\$ 3,860.00
[LS-PCM-1] Pressure Control Monitor	1.000 Each	1,492.00	No Tax	\$ 1,492.00
Freight - Across Int'l	1.000 Each	450.00		\$ 450.00
Total Without Taxes				\$ 23,482.00
Taxes				\$ 0.00
Total				\$ 23,482.00

Payment term: Immediate Payment



Lab Society
4699 Nautilus Ct S #503
Boulder, CO 80301
United States

Invoicing and shipping address:

Josh Rowley

United States

☎ 203-988-3995

Josh Rowley

United States

Quotation # SO03325

Your Reference:

Filtration - Quote A

Quotation Date:

04/05/2018 16:26:26

Salesperson:

Peter DeLone

Payment Terms:

Immediate Payment

Description	Quantity	Unit Price	Taxes	Price
[2047B-01] Welch DryFast Pump (2047B-01, 115V)	1.000 Each	2,605.00	No Tax	\$ 2,605.00
[JBF-2000] Buchner Funnel (200mm)	4.000 Each	100.00	No Tax	\$ 400.00
[CH0421] Filter Adapters (Blue, 7 Pc. Set)	4.000 Each	15.00	No Tax	\$ 60.00
[FG5340-5000] Flask, United Scientific (5000ml)	4.000 Each	175.00	No Tax	\$ 700.00
[LS-VMK-C] Lab Society Vacuum Manifold Kit	1.000 Each	650.00	No Tax	\$ 650.00
[LS-BIO1-185] Filter Paper, Qualitative (18.5 cm, 11 micron (Medium))	1.000 Each	26.00	No Tax	\$ 26.00
[LS-BIO3-185] Filter Paper, Qualitative (18.5 cm, 6 micron (Slow))	1.000 Each	26.00	No Tax	\$ 26.00
Total Without Taxes				\$ 4,467.00
Taxes				\$ 0.00
Total				\$ 4,467.00

Payment term: Immediate Payment



Science At The Right Cost

Lab Society
4699 Nautilus Ct S #503
Boulder, CO 80301
United States

Invoicing and shipping address:

Josh Rowley

United States

☎ 203-988-3995

Josh Rowley

United States

Quotation # SO03320

Your Reference:

Short Path - Quote A

Quotation Date:

04/05/2018 16:13:47

Salesperson:

Peter DeLone

Payment Terms:

Immediate Payment

Description	Quantity	Unit Price	Taxes	Price
[LS-SPK-5EG2S] G2 Executive Short Path Distillation Kit (5L Silvered)	1.000 Each	10,945.00	No Tax	\$ 10,945.00
[3081-01] Welch CRVpro Rotary Vane Vacuum Pump (Pro 8, 115/230V)	1.000 Each	3,025.00	No Tax	\$ 3,025.00
[320015] Exhaust Filter (Welch) (CRV KF16 (NW))	1.000 Each	433.10	No Tax	\$ 433.10
[SIS-KF16X375-AL] Aluminum KF Flange KF16 (NW) 3/8 in. ID Barb	1.000 Each	12.00	No Tax	\$ 12.00
[AI-T40] Mechanical Cold Trap	1.000 Each	2,990.00	No Tax	\$ 2,990.00
[LS-CTG2-DT18] Cold Trap Inner 34/45, GL-18 Connections	3.000 Each	125.00	No Tax	\$ 375.00
[LS-CTG2-TB34] Cold Trap Bottom, 34/45 Joint	3.000 Each	70.00	No Tax	\$ 210.00
[SD07R-20-A11B] PolyScience 7L Refrigerated Circulator (-20C, Standard Digital, 120V)	1.000 Each	3,112.00	No Tax	\$ 3,112.00
Freight - Lab Society	1.000 Each	500.00		\$ 500.00
Total Without Taxes				\$ 21,602.10
Taxes				\$ 0.00
Total				\$ 21,602.10

Payment term: Immediate Payment

**Wires**

Payment Information

Fed Ref # 071011B7033R016497

Status Successful

Payment ID 800

Modified 07/10/2018 04:38 pm ET by TOWNJ913

Type Wire

Debit Account

Debit Account

SAN DIEGO BUILDING VENTURES LLC

Acct # 5234430907 USD

Beneficiary

Beneficiary

Labtrader Inc

United States of America (US)

Acct # 5790606080

Beneficiary Bank

California Bank and Trust, A Division of ZB, National Association

1024 GRAVES AVE

EL CAJON 92021

United States of America (US)

ABA # 122232109

Payment Details

Debit Currency USD - United States Dollar

Value Date 07/10/2018

Credit Currency USD - United States Dollar

Cutoff 07/10/2018 05:30 pm ET

Amount 13,150.00 USD

References

Originator

SAN DIEGO BUILDING VENTURES LLC

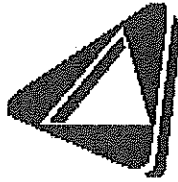
32123 LINDERO CANYON RD STE 210

WESTLAKE VILLAGE CA 913615461

United States of America (US)

Payment References

ID or Acct # 5234430907



LabTrader Inc.
1396 Poinsettia Ave.
Vista, CA 92081

Invoice

Date	Invoice #
6/12/2018	629.6799

Bill To
San Diego Building Ventures LLC 9212 Mira Este Court San Diego, CA 92126

Ship To
San Diego Building Ventures LLC 9212 Mira Este Court San Diego, CA 92126

P.O. Number	Terms	Due Date	Ship	Via
	prepay	6/12/2018	6/12/2018	

Description	Reference #	Quantity	Price Each	Amount
Thermo Scientific Forma 8600 Series -86C Chest Ultra-Low Temperature Freezer	F820CD	1	8,500.00	8,500.00T
Thermo Revco Ultima II -86C Chest Ultra-Low Temperature Freezer	LT0917006	1	3,400.00	3,400.00T
Local Delivery in San Diego County			280.00	280.00

Subtotal	\$12,180.00
Sales Tax (7.75%)	\$922.25
Payments/Credits	\$0.00
Balance Due	\$13,102.25



Science At The Right Cost

Lab Society
4699 Nautilus Ct S #503
Boulder, CO 80301
United States

Invoicing and shipping address:

Josh Rowley
United States
203-988-3995

Josh Rowley
United States

Quotation # SO03325

Your Reference:
Filtration - Quote A

Quotation Date:
04/05/2018 16:26:26

Salesperson:
Peter DeLone

Payment Terms:
Immediate Payment

Description	Quantity	Unit Price	Taxes	Price
[2047B-01] Welch DryFast Pump (2047B-01, 115V)	1.000 Each	2,605.00	No Tax	\$ 2,605.00
[JBF-2000] Buchner Funnel (200mm)	4.000 Each	100.00	No Tax	\$ 400.00
[CH0421] Filter Adapters (Blue, 7 Pc. Set)	4.000 Each	15.00	No Tax	\$ 60.00
[FG5340-5000] Flask, United Scientific (5000ml)	4.000 Each	175.00	No Tax	\$ 700.00
[LS-VMK-C] Lab Society Vacuum Manifold Kit	1.000 Each	650.00	No Tax	\$ 650.00
[LS-BIO1-185] Filter Paper, Qualitative (18.5 cm, 11 micron (Medium))	1.000 Each	26.00	No Tax	\$ 26.00
[LS-BIO3-185] Filter Paper, Qualitative (18.5 cm, 6 micron (Slow))	1.000 Each	26.00	No Tax	\$ 26.00
Total Without Taxes				\$ 4,467.00
Taxes				\$ 0.00
Total				\$ 4,467.00

Payment term: Immediate Payment



Lab Society
4699 Nautilus Ct S #503
Boulder, CO 80301
United States

Invoicing and shipping address:

Josh Rowley
9212 Mira Este Court
San Diego, CA 92126
United States
☎ 203-988-3995

Josh Rowley
9212 Mira Este Court
San Diego, CA 92126
United States

Quotation # SO03488

Quotation Date:
04/13/2018 15:16:56

Salesperson:
Peter DeLone

Payment Terms:
Immediate Payment

Description	Quantity	Unit Price	Taxes	Price
[CDO-28] Cascade Decarboxylation Oven	1.000 Each	9,950.00	No Tax	\$ 9,950.00
Freight - Cascade	1.000 Each	250.00		\$ 250.00
Total Without Taxes				\$ 10,200.00
Taxes				\$ 0.00
Total				\$ 10,200.00

Payment term: Immediate Payment

West Coast Sight and Sound (818)579-9699

12428 Oxnard Street, CA 9130408

Los Angeles, CA 91606 US

jordan@westcoastsightandsound.com

http://www.westcoastsightandsound.com

INVOICE

BILL TO

Dan Splilane

INVOICE # 1183

DATE 05/24/2018

DUE DATE 05/24/2018

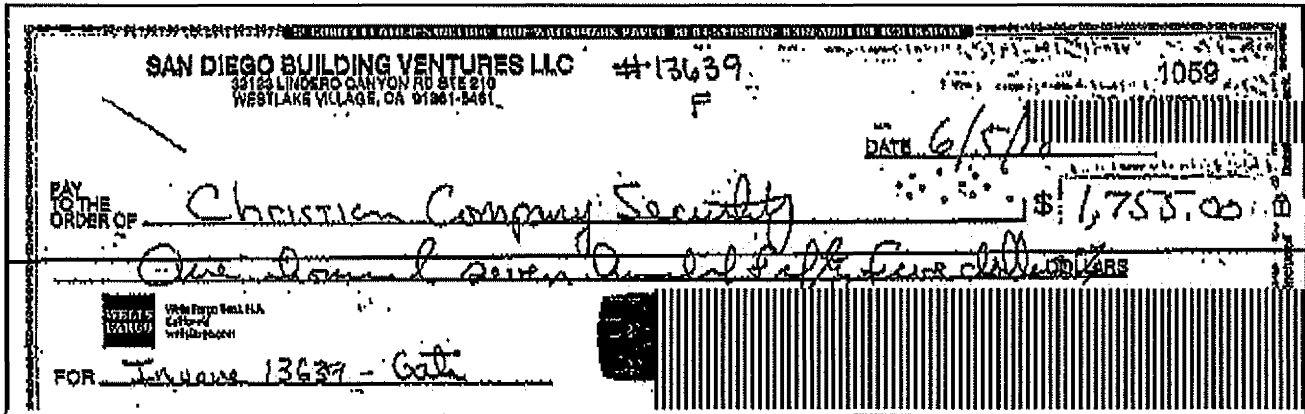
PRODUCT	DISCRIPTION	QTY	RATE	AMOUNT
Atrum A22 2 door controller	Cdvi Americas CDV- A22KITB Atrium 2-Door Controller Kit - A22	7	839.00	5,873.00T
He's 500	HES 5000 SERIES GRADE 1 LOW PROFILE ELECTRIC STRIKE	10	145.00	1,450.00T
Magnetic lock	Magnetic lock for main entry doors	3	289.00	867.00T
16 port gigabit switch	TPLink 16 port rack mount gigabit switch	1	110.00	110.00T
18 gauge wire	18 gauge	7	189.00	1,323.00T
22/8 wire	22/8 wire for card readers	4	169.00	676.00T
Labor charge	Labor for Installing access control system	1	4,900.00	4,900.00

SUBTOTAL	15,199.00
TAX (7.75%)	798.17
TOTAL	15,997.17
BALANCE DUE	\$15,997.17

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Check Details

Check Number	1059
Date Posted	06/14/18
Check Amount	\$1,755.00



For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images.

You can see full or partial fronts and backs of the images by using the link at the top of the window.

 Equal Housing Lender

West Coast Sight and Sound (818)579-9699
12428 Oxnard Street, CAlic#1030408
Los Angeles, CA 91606 US
jordan@westcoastsightandsound.com
http://www.westcoastsightandsound.com

INVOICE

BILL TO
Dan Spillane

INVOICE # 1192
DATE 06/25/2018
DUE DATE 06/25/2018

PRODUCT	DISCRIPTION	QTY	RATE	AMOUNT
Cat 6 cable	Cat 6 cable	6	125.00	750.00T
Hikvision 4MP WDR Fixed Dome IP Camera DS- 2CD2142FWD- IB	Hikvision 4MP WDR Fixed Dome IP Camera DS- 2CD2142FWD-IB	23	135.00	3,105.00T
27U RACK	A2V A2VER27U 27U RACK MOUNT ASSEMBLED	1	500.00	500.00T
Labor charge	Labor for wiring and installing 22 lp cameras 1 In the front of the building 2 on North side of building 3 back of the building 4. The remaining 19 will be installed inside and spoken locations extra cables will be ran for the bigger rooms in case we need more coverage.	1	3,500.00	3,500.00
32 CHANNEL NVR W/ 6 TB,	32 CHANNEL NVR W/ 1080P RESOLUTION, HI DEFINITION, IP This Is Loaner system till we upgrade to the proper system full refund when you upgrade to the 128 system	1	500.00	500.00T
hikvision hard drive	Hikvision hard DriveHK-HDD6T-E	4	370.00	1,480.00

PRODUCT	DISCRIPTION	QTY	RATE	AMOUNT
	Will be used in the upgraded system			
40 Inch flat screen	40 inch flat screen	1	299.00	299.00T
65 foot HDMI	65 foot non 4k HDMI	1	85.00	85.00T
Labor charge	Labor for installing Tv and running HDMI cable	250	1.00	250.00
Hikvision 4MP WDR Vari- focal Bullet Network Camera motorized lens HD	Hikvision 4MP WDR Vari-focal Bullet Network Camera DS- 2CD2642FWD-IZS 2.8-12mm motorized l	2	225.00	450.00T

SUBTOTAL	10,919.00
TAX (7.75%)	440.90
TOTAL	11,359.90
PAYMENT	4,700.00
BALANCE DUE	\$6,659.90

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Check Details

Check Number	1072
Date Posted	06/28/18
Check Amount	\$6,659.90

San Diego Building Ventures LLC
1072
DATE 6/28/18
\$6,659.90
TO THE ORDER OF West Coast Style and Sound
Six thousand six hundred and fifty nine 90/100 DOLLARS
FOR Security Cameras - Half Payment

For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images.

You can see full or partial fronts and backs of the images by using the link at the top of the window.

Equal Housing Lender

**Wires**

Payment Information

Fed Ref # 07101B7031R017575

Status Successful

Payment ID 814

Modified 07/10/2018 05:11 pm ET by TOWNJ913

Type Wire

Debit Account

Debit Account

SAN DIEGO BUILDING VENTURES LLC

Acct # 5234430907 USD

Beneficiary

Beneficiary

Gary Stadler

United States of America (US)

Acct # 60679452

Beneficiary Bank

MUFG UNION BANK N.A.

1980 SATURN STREET

MONTEREY PARK 91755

United States of America (US)

ABA # 122000496

Payment Details

Debit Currency USD - United States Dollar

Value Date 07/10/2018

Credit Currency USD - United States Dollar

Cutoff 07/10/2018 05:30 pm ET

Amount 25,100.00 USD

References

Originator to Beneficiary Information

OBI Replacement

Originator

SAN DIEGO BUILDING VENTURES LLC

32123 LINDERO CANYON RD STE 210

WESTLAKE VILLAGE CA 913615461

United States of America (US)

Payment References

ID or Acct # 5234430907

EXHIBIT B**San Diego****2017-2018 Accounting to Date**

	Mira Este		
10/24/2017	Mira Este October Rent	\$	(55,500.00)
11/8/2017	Mira Este - November Rent	\$	(55,500.00)
11/22/2017	Mira Este CUP - wire	\$	(66,658.00)
11/30/2017	Mira Este - check 1003 - Dec Rent	\$	(55,500.00)
1/4/2018	Mira Este - CUP - 1018	\$	(15,206.00)
1/4/2018	Mira Este - Rent - check 1019	\$	(55,500.00)
1/24/2018	Mira Este - Misc	\$	(8,500.00)
2/6/2018	Mira Este - Rent check 1028	\$	(60,300.00)
2/22/2018	Mira Este - Min Guarantee	\$	(85,000.00)
3/7/2018	Mira Este - Rent	\$	(60,300.00)
3/15/2018	Mira Este - Min Guarantee	\$	(50,000.00)
4/3/2018	Mira Este - TI - Toby	\$	(16,920.50)
4/3/2018	Mira Este - April rent	\$	(60,300.00)
4/20/2018	Mira Este - Past Min Guarantee	\$	(75,000.00)
4/27/2018	Mira Este - April Min Guarantee	\$	(50,000.00)
5/12/2018	May Rent	\$	(60,300.00)
5/21/2018	Mira Este - Gina Austin Legal	\$	(33,300.00)
6/4/2018	Mira Este - May Min Guarantee	\$	(50,000.00)
6/7/2018	Mira Este - June Rent	\$	(60,300.00)
6/15/2018	Mira Este - CUP	\$	(15,400.00)
7/11/2018	Nelson Hardiman	\$	(15,000.00)
7/19/2018	Michael Essary - Receiver (2xrent+MG)	\$	(170,600.00)
7/23/2018	Dan Spillane - Reimburse Locks	\$	(990.53)
		\$	(1,176,075.03)

Balboa

11/30/2017	San Diego Holding -1004 Balboa Rent	\$	(15,000.00)
11/30/2017	San Diego Holding -1007 Balboa Legal	\$	(66,000.00)
11/30/2017	San Diego Holding Balboa Inventory	\$	(83,000.00)
11/30/2017	San Diego Holding - 1005 Balboa FF&E	\$	(125,000.00)
1/4/2018	Balboa legal - check 1017	\$	(8,500.00)
1/25/2018	Balboa (CREDIT OF \$44k FROM 11/30 \$83)	\$	(11,000.00)
1/25/2018	75K Min Guarantee and 25K legal Austin	\$	(100,000.00)
2/6/2018	Balboa Rent - check 1029	\$	(15,000.00)
2/12/2018	CUP	\$	(18,245.00)
2/22/2018	Balboa Min Guarantee	\$	(35,000.00)
3/1/2018	Balboa - San Diego United	\$	(50,000.00)
3/15/2018	Balboa - San Diego United - Option	\$	(75,000.00)
3/30/2018	Balboa - Min Guarantee paid by Sales	\$	(35,000.00)
4/1/2018	Balboa Rent - paid by Sales	\$	(15,000.00)
4/30/2018	Balboa - Min Guarantee paid by Sales	\$	(35,000.00)
5/1/2018	Balboa Rent - paid by Sales	\$	(15,000.00)
5/30/2018	Balboa - Min Guarantee paid by Sales	\$	(35,000.00)
6/1/2018	Balboa Rent - paid by Sales	\$	(15,000.00)

EXHIBIT B

7/17/2018	Grainway Rent - July - Check	\$	(4,500.00)
	Total	\$	(756,245.00)
	Balboa Shop Operations & Inventory		
12/6/2017	ABP Consulting	\$	(40,000.00)
12/14/2017	ABP Consulting	\$	(30,000.00)
12/19/2017	Flip Management	\$	(50,000.00)
12/29/2017	ABP Consulting	\$	(60,000.00)
	Total	\$	(180,000.00)
	Mira Este Lab Setup		
12/22/2017	Adam Lustig	\$	(10,000.00)
12/11/2017	Delta Separation	\$	(67,000.00)
12/12/2017	Dr Good Life - Lustig	\$	(25,000.00)
12/14/2017	KIM Industries - cartridges	\$	(107,275.00)
2/7/2018	Jacksam Processor	\$	(17,600.00)
2/12/2018	Delta Separation	\$	(66,147.00)
3/2/2018	Chris Wayne	\$	(4,000.00)
3/9/2018	Jacksam Processor	\$	(8,500.00)
3/13/2018	Chris Wayne	\$	(6,000.00)
3/23/2018	Dan Spillane	\$	(5,000.00)
4/2/2018	Chris Wayne	\$	(5,000.00)
4/12/2018	Dan Spillane	\$	(500.00)
4/18/2018	Electrical	\$	(4,400.00)
4/19/2018	Dan Spillane	\$	(5,000.00)
4/24/2018	Equipment Order	\$	(65,000.00)
4/28/2018	Nelson Hardiman	\$	(25,000.00)
5/1/2018	Dan Spillane	\$	(5,000.00)
5/1/2018	Flintridge Insurance	\$	(21,895.00)
5/1/2018	MSS Consulting	\$	(10,000.00)
5/11/2018	Chris Wayne	\$	(5,000.00)
5/15/2018	Dan Spillane - May 1-15	\$	(3,500.00)
5/15/2018	American AV - Electric	\$	(4,010.00)
5/21/2018	Chris Wayne - Balance April	\$	(5,000.00)
6/1/2018	Josh Rowley - Relocation	\$	(6,000.00)
6/1/2018	Aaron Coleman - Relocation	\$	(5,000.00)
6/1/2018	Dan Spillane - May 16-30	\$	(3,500.00)
6/1/2018	MSS Consulting	\$	(10,000.00)
6/5/2018	West Coast Sight - cameras and access	\$	(13,100.00)
6/14/2018	Chris Wayne	\$	(5,000.00)
6/14/2018	Christen Camera Security	\$	(1,755.00)
6/15/2018	Dan Spillane	\$	(3,500.00)
6/15/2018	Joshua Rawley	\$	(3,500.00)
6/15/2018	Aaron Coleman	\$	(3,500.00)
6/28/2018	Westcoast Sigh & Sound	\$	(6,659.00)

6/28/2018	Miles Electric	\$	(10,900.00)
7/10/2018	Lab trader	\$	(13,150.00)
7/10/2018	Aaron Coleman	\$	(5,500.00)
7/10/2018	Joshua Rawley	\$	(5,500.00)
7/10/2018	Dan Spillane	\$	(5,000.00)
7/10/2018	Sadler Freezers	\$	(25,100.00)
7/17/2018	Chris Wayne	\$	(5,000.00)
7/17/2018	Dan Spillane - 1/2 July	\$	(5,000.00)
7/17/2018	Josh Rowley - 1/2 July	\$	(3,500.00)
7/17/2018	Aaron Coleman - 1/2 July	\$	(3,500.00)
		\$	(619,491.00)
	Grand Total	\$	(2,731,811.03)



Dean Bornstein <dbadh13@gmail.com>

San Diego United holdings

Chris Hakim <symbolicrealestate@gmail.com>

Wed, Jan 24, 2018 at 4:39 PM

To: dbadh13@gmail.com

Cc: NinusMalan@yahoo.com, jtproducer34@gmail.com

Wire instructions

San Diego United Holdings Group LLC

Bank of america

Lemon grove ca

325090171268 Acc

121000358 Rte

Sent Chris Hakim's iPhone 7+



Jim Townsend <jtproducer34@gmail.com>

Re: Additional \$55,500 - LOI

Chris Hakim <symbolicrealestate@gmail.com>

Tue, Nov 7, 2017 at 8:01 AM

To: Jim Townsend <jtproducer34@gmail.com>

Cc: Dean Bornstein <dbadh13@gmail.com>, Chris Berman <bermanc1976@gmail.com>

Check payable to

Mira Este Properties, LLC
1545 Hotel circle south, suite 145
San Diego, 92108

I will sign today along with Ninus and will send back.

Sent from my iPhone

On Nov 7, 2017, at 7:54 AM, Jim Townsend <jtproducer34@gmail.com> wrote:

Chris,

Who is the check made payable to and what address do we use?

Also, we have not received back the executed copies of the agreement that were sent last week to you. You can keep one copy and return the two other copies to us at the address below..

Thanks,

Jim

----- Forwarded message -----

From: **Dean Bornstein** <dbadh13@gmail.com>

Date: Tue, Nov 7, 2017 at 7:49 AM

Subject: Fwd: Additional \$55,500 - LOI

To: Jim Townsend <jtproducer34@gmail.com>

----- Forwarded message -----

From: **Dean Bornstein** <dbadh13@gmail.com>

Date: Tue, Nov 7, 2017 at 7:47 AM

Subject: Re: Additional \$55,500 - LOI

To: Chris Hakim <symbolicrealestate@gmail.com>

Cc: Chris Berman <bermanc1976@gmail.com>

Chris,

We will federal express a check today.

Best,

Dean

On Mon, Nov 6, 2017 at 6:52 PM, Chris Hakim <symbolicrealestate@gmail.com> wrote:

Dean,

I know we ALL have a lot going on. Per our executed LOI, we were supposed to get \$55,500 on November 6th, which was today. I know I asked you today over the phone if we can get the remaining funds tomorrow and you said as long as we agree to Rob's documents.

I am going to need some time to review the documents from Rob when I actually receive them. So I would appreciate if you can have your accounting department wire the \$55,500 tomorrow. Let me know if you need me to resend the wiring instructions?

Ninus and I are working on the CUP contracts and will send shortly and hope to go get reimbursed for 50% of those once we agree and execute the actual agreements.

Call me any time to chat.

Sincerely,

--

Chris Hakim
Broker
License #01353790
858-373-8781 DIRECT
619-900-4185 OFFICE

1545 Hotel Circle South Ste. 145
San Diego, CA 92108

--

32123 Lindero Canyon Road
Suite 210
Westlake Village, Ca. 91361
818-865-1700 Office
310-866-0028 Cell

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32123 Lindero Canyon Road
Suite 210
Westlake Village, Ca. 91361
818-865-1700 Office
310-866-0028 Cell

--

SoCal Building Ventures LLC
Sherwood Media Company

32123 Lindero Canyon Rd.
Suite 210
Westlake Village, CA 91361

(818) 865-1700 office
(818) 865-1711 fax
(310) 866-0024 cell
www.sherwoodmediacompany.com

WIRE INSTRUCTIONS Domestic Wires in US Dollars

Bank Name and Address: **Torrey Pines Bank: 12220 El Camino Real Ste 100 San Diego, CA 92130**

ABA / Routing Number **122243635**

Beneficiary Account Name: **Mira Este Properties, LLC**

Beneficiary Account Number **8011802264**

Special Instructions Attn: **Chris Hakim**

1. Check 1052 to Mira Este Properties for \$50,000 – May 28 returned – Replaced with:

WT FED#04280 TORREY PINES BANK, /FTR/BNF=Mira Este
 6/04/18 Properties LLC SRF# GW00000016470163 TRN#180604084047 RFB# \$50,125.00
 778

- 2.

Expand 01/24/18 NSF RETURN ITEM FEE FOR A TRANSACTION RECEIVED \$35.00
 ON 01/23 \$75,000.00 CHECK # 01021

Expand 01/24/18 NSF RETURN ITEM FEE FOR A TRANSACTION RECEIVED \$35.00
 ON 01/23 \$33,500.00 CHECK # 01022

Replace with Wire on 1/24 for \$100,000 and wire for \$8,500

Wells Fargo Portfolio Checking (continued)

Date	Description	Check No.	Deposits/ Additions	Withdrawals/ Subtractions	Ending Daily Balance
1/23	WT Fed#07358 Redwood Capital Ba /Ftr/Bnf=Humboldt Land Title Company Srf# 0011721022139941 Trn#180123072398 Rfb#			25,000.00	
1/23	Deposited OR Cashed Check	2736		15,000.00	
1/23	Deposited OR Cashed Check	2737		10,000.00	99,940.60
1/24	Deposit Made In A Branch/Store		7,000.00		
1/24	Wire Trans Svc Charge - Sequence: 180124149007 Srf# 0011721024052961 Trn#180124149007 Rfb#			30.00	
1/24	WT Fed#07951 Torrey Pines Bank, /Ftr/Bnf=Mira Este Properties, LLC Srf# 0011721024052961 Trn#180124149007 Rfb#			100,000.00	
1/24	So Cal Gas Paid Scgc 180123 0365031901 301601474094582006			555.01	
1/24	Barclaycard US Creditcard Xxxx7673 Chris Berman			6,000.00	
1/24	American Express ACH Pmt 180124 W2756 Chris Berman			5,000.00	
1/24	Overdraft Xfer From Credit Card OR Line		4,844.41		0.00
1/25	ATM Check Deposit On 01/25 Westlake Blvd Westlake Vill CA 0003412 ATM ID 0968H Card 3085		93,000.00		93,000.00
1/29	Venmo Cashout Xxxx8743 Chrls Berman		200.00		
1/29	Paypal Inst Xfer 180127 Alrbnb Christopher Berman			1,206.46	91,993.54
1/30	Jonathan Club 00132849 180129 Mrc19217452 E Berman Christopher			1,796.97	90,196.57
1/31	ATT Payment 013018 723168003Epayj Chris E Berman			180.03	
1/31	Chase Credit Crd Epay 180130 3431910659 Christopher Berman			1,000.00	
1/31	Interest Payment		2.28		89,018.82
Ending balance on 1/31					89,018.82
Totals			\$289,823.69	\$221,706.13	

WT FED#04933 TORREY PINES BANK, /FTR/BNF=Mira Este
 01/24/18 Properties LLC SRF# GW00000010079402 TRN#180124124695 RFB# \$8,500.00
 619

3. Return check 1/23 to San Diego United Holdings – replaced next day with wire

Expand 01/24/18	NSF RETURN ITEM FEE FOR A TRANSACTION RECEIVED ON 01/23 \$11,000.00 CHECK # 01020	\$35.00
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Expand 01/25/18	WT FED#07237 BANK OF AMERICA, N /FTR/BNF=San Diego United Holding Group LLC SRF# GW00000010096293 TRN#180125069873 RFB# 620	\$11,000.00
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