



Money

4 messages

Jay Kister <jay@ilendservices.com>

Wed, Jun 14, 2006 at 8:31 PM

Reply-To: jay@ilendservices.com

To: Jan Wallace <janwallace@att.net>

I believe I have secured the 250K, but it isn't very cheap money and will need to be replaced quickly. But for what it will accomplish for us very quickly I believe it will be more than worth it and I know you agree with that. I am going to coordinate with the CPA so that the audit runs smoothly with this. but this will be my understanding of how the transaction will go and please correct me if I am wrong. I will get the 250K I will then wire it to SDI from Infinity Lending Services, Inc. They will then immediately be placed in the Secured Lending Account with Wells Fargo. The CPA can do his Verification and Audit. I then transfer the money out and return it to its place and everything has been accomplished.

I hope I got this right and if so this will all be happening next week.

Thank you,
Jay Kister

jan wallace <janwallace@att.net>

Thu, Jun 15, 2006 at 12:05 AM

To: jay@ilendservices.com

Jay lets talk about the process tomorrow

Cheers

jan

[Quoted text hidden]

Jay Kister <jay@ilendservices.com>

Thu, Jun 15, 2006 at 10:49 AM

Reply-To: jay@ilendservices.com

To: jan wallace <janwallace@att.net>

I know you are busy but I was wondering if I could get the Phone Numbers to the office there on Cactus.

Thanks

Jay

[Quoted text hidden]

jan wallace <janwallace@att.net>

Thu, Jun 15, 2006 at 9:47 PM

To: jay@ilendservices.com

Hi jay

The numbers are;

480 565 3568

4259; 4261; 4391; 4536 (main); 4537; 4681 & 4701 (fax)

We had an orientation day with the employees, it went well. Congrats on the money issue I am sure it will be worth it.

Every one is looking forward to seeing you

jan

-----Original Message-----

From: Jay Kister [mailto:jay@ilendservices.com]

[Quoted text hidden]



RE: Contract

1 message

janwallace@att.net <janwallace@att.net>

Tue, Jul 5, 2005 at 12:34 AM

To: "C. L. Strand" <sdipres@sbcglobal.net>

be clear, are you going to keep the accruals and compensation going until your contract is ratified?

if this company had kept its eye on the ball, on the business of the company and the contracts that were entered into, as well as their own employment contracts we would not be in the financial disaster we are in now.

if you wish to handle the t-rex issue and gary vanderberg yourself, do it. you have vassilated over the t-rex for months, you have looked at half-baked deals that have never panned out, you have let an incompetent coo, oversee, bungle, lose revenue and overall facilitated in its failure to stay in the position when all signs showed that a change needed to be made

you directed me to sell the property a few times, then change your mind, always chasing down the new deal. it is impossible for you to create and execute a plan for success if you can't stay on point.

i will say it again, you do not know what you are doing, if you want to send out e-mails of PERSONAL promise in a business realm as you did on the roof of the t-rex, you will find yourself in muddy waters.

this is not a private company and your personal references like "your reputation" in the society or with gary and north dakota or debeau, (a bad deal entered into with not one signal bit of due diligence before committing 50,000usd of sdi's money, that is now a defaulted note,) is of no relevance to your overall responsibility to the company's reputation. like i referenced when it comes to you and bill changing your employment contracts you took 6 weeks to fix what was broke; and had every deal point argued and scrutinized, but wrote a check for an impaired piece of property on a useless contract, within hours.

consider this notice; if you wish to deal with the t-rex and gary vanderberg without legal opinion on the leases, a soils report to see if the parking lot problem is not in his realm of responsibility (and the financial responsibility possibility off of sdi back,) a point by point presentation plan on what it takes to save it, what the liabilities would be to the company in a written report to be presented to the board, before you start spending the companies money, do not look to me to assist when the problems start.

the problems of this company go back years under this management, and every time someone of competence tries to fix it, they are faced with opposition from individuals who do not understand the necessary changes that have to be made, the constant ME factor, the "Its always someone else's fault" mantra, and the lack of knowledge required to do the job in the position.

i am sending an e-mail to gary telling him that the july 5th date is not possible since the company must explore all its possibilities and seek guidance from its board, before turning over its asset. after that

i will step back and let you handle it.

i will oversee the issue with the auditors- kyleen munjit jan

i will oversee the issue of the reit stock its restatement and proper placement-claire, kyleen jan

i will oversee the issue of the possibility of the sale of the subsidiaries- ncb, mortgage co. once you know what the transactions will be.-jan -munjit

i will oversee the two legal issues, williams-leon and the trust money with chris wilson-jan

i will oversee the minutes of the meetings that wilson submitted and correct all the mistakes.

the company cannot afford travel expenses for bill unless it is urgent business for the company. if he comes in for other reasons it should be on his own nickel, and not accrued.

it is 1:21 in the morning, and have spent far too much of my birthday weekend on sdi

jan

----- Original message from "C. L. Strand" <sdipres@sbcglobal.net>: -----

Jan: You may have felt that the language was excessive but, the language you carved out protected me. Also, the language regarding commissions was not in the contract you prepared and signed. You and I spoke about this matter, I was given a copy of Bill's contract and it did have the language, you told me to have Heather incorporate it into my contract and that is what was done. Heather sent you a copy of the revised contract via fax on Friday, July 1, 2005.

Until such time as the new contract "Revised" is signed by you and ratified by the board, the existing contract that was ratified and approved is in force, excepting the accrual and the compensation amount.

Cliff

From: janwallace@att.net [mailto:janwallace@att.net]

Sent: Friday, July 01, 2005 10:37 PM

To: C. L. Strand

Subject: Re: Contract

i had read the old contract and found much of the language excessive. the contracts will be ratified at the next board meeting, they can examine the language. i signed to the contract as i left it on thursday and have not received a copy, so i have no further comment. as to the commission clause on both bills contract and your contract it was there so it was unnecessary to add it, heather had it in the system to incorporate. paragraph was there

----- Original message from "C. L. Strand" <sdipres@sbcglobal.net>: -----

Jan: I had Heather make several changes to my contract, I signed it and had her fax it to you. In addition to the verbiage allowing me to earn commissions, I incorporated several clauses from the prior contract.

- 1) Job description and General Duties conforming to prior contract.
- 2) Added verbiage from prior contract allowing me to work for and receive approved compensation from an affiliate and or subsidiary.
- 3) Added verbiage from prior contract regarding deferred compensation and taxation for same. If I take stock because the company can not pay me, the company pays the taxes.
- 4) Added Annual Bonus clause from prior contract.
- 5) Added D&O Insurance clause from prior contract.
- 6) Added Medical Ins. benefit clause,
- 7) Added Indemnification of losses clause from prior contract.
- 8) Changed notice of termination by company from 30 to 90 days.

All else remained the same.

Cliff



(no subject)

4 messages

cambrolaw@aol.com <cambrolaw@aol.com>

Fri, Aug 25, 2006 at 4:49 PM

To: janwallace@att.net, Brondino@aol.com, munjit_j@sbcglobal.net, sdney@caneclark.com, kcane@caneclark.com

Please review the draft settlement agreement for comments.

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SETTLEMENT.doc

46K

Doney, Scott <sdoney@caneclark.com>

Fri, Aug 25, 2006 at 6:29 PM

To: cambrolaw@aol.com, janwallace@att.net, Brondino@aol.com, munjit_j@sbcglobal.net, "Cane, Kyleen" <kcane@caneclark.com>

I have been out of town all week, but will return on Monday. If possible, please give me until Tuesday for my comments. Thanks.

[Quoted text hidden]

Doney, Scott <sdoney@caneclark.com>

Mon, Aug 28, 2006 at 8:41 AM

To: cambrolaw@aol.com, janwallace@att.net, Brondino@aol.com, munjit_j@sbcglobal.net, "Cane, Kyleen" <kcane@caneclark.com>

I have had an opportunity to review the settlement agreement, and below are my comments:

1. Are we not settling with Cliff Strand? This could be a problem for 2 reasons. First, these guys usually operate through each other, and I would be concerned if Strand is left as a conduit for further actions on the part of the settling parties. In fact, I would be more comfortable if Strand and Brian Berman were included in the settlement. Second, we filed a complaint with the SEC against Trolf, Strand and others in connection their solicitation efforts, and Trolf and Strand have filed an SEC complaint of their own. It would be difficult to separate Trolf and Strand for settlement purposes on the ongoing SEC side.
2. If the settlement embodies all disputes to date among the settling parties, I would include in the recitals details about the SEC complaint lodged by Trolf and Strand and the various objections made by these guys at the June 2, 2006 annual meeting, and then reference these *known* complaints into section 9 of the settlement agreement.
3. Along the same lines, in section 6 we have language about forbearing from prosecuting claims, but there are 2 existing claims out there filed with the SEC and breathed threats with respect to the shareholder

meeting. We will need language about how to deal with further requests for information from the SEC, etc. Of course, we will have to deal with the SEC complaints involving a non-settling party, Strand.

4. I would combine recitals A, B and C, and name all litigations the "ACTIONS," especially for purposes of the release contained in section 2.
5. Was Alliance not added as a settling party because of its non-stakeholder position in the interpleader action?
6. Why is Jan not a settling party?

Scott P. Doney, Esq.

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SDoney@CaneClark.com

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From: cambrolaw@aol.com [mailto:cambrolaw@aol.com]

Sent: Friday, August 25, 2006 5:49 PM

To: janwallace@att.net; Brondino@aol.com; munjit_j@sbcglobal.net; Doney, Scott; Cane, Kyleen

Subject:

Please review the draft settlement agreement for comments.

[Quoted text hidden]

Cane, Kyleen <kcane@caneclark.com>

Mon, Aug 28, 2006 at 1:20 PM

To: "Doney, Scott" <sdoney@caneclark.com>, cambrolaw@aol.com, janwallace@att.net, Brondino@aol.com, munjit_j@sbcglobal.net

I would add the following:

1. Strand and Biddle have made complaints related to professionals including Claire and myself; should these not be included (maybe in paragraph 9).
2. There are two typos (if you haven't already caught them) – 1a. “filed” should be “file”; paragraph 4 – “does” should be “do”.

Ky

From: Doney, Scott

Sent: Monday, August 28, 2006 9:41 AM

To: cambrolaw@aol.com; janwallace@att.net; Brondino@aol.com; munjit_j@sbcglobal.net; Cane, Kyleen

Subject: RE:

[Quoted text hidden]
