

Installment Note
And
Collateral Agreement

\$ 900,000

Agoura Hills, California

Installment Note Secured By Deed of Trust

(Interest Included)

(This note contains an acceleration clause)

In installments and at the times hereinafter stated, for value received, CA TD Investments, Inc., "Trustor", promises to pay Husband and Wife Couples, "Beneficiary", or order, the principal sum of Nine Hundred Thousand Dollars, with interest from July 4, 2005, (thirty days after the close of escrow), the "commencement date" on the amounts of principal remaining from time to time unpaid, until said principal sum is paid, at the rate of seven (7%) per cent, per annum compounded monthly. Interest is due in monthly installments the fifteenth day of each and every month, beginning on the fifteenth day of August 15, 2005 and continuing until said principal sum and the interest thereon has been fully paid. The first payment will be prorated to include the period from the commencement date to the end of July 2005. The entire principal balance including any accrued and unpaid interest shall all be due and payable on June 3, 2015, (ten years from the close of escrow. The interest only payment on the initial note balance of \$900,000 is \$5,250.00 per month.

AT ANY TIME, THE PRIVILEGE IS RESERVED TO PAY MORE THAN THE SUM DUE. Each payment shall be credited first, on the interest then due; and the remainder on the principal sum; and interest shall thereupon cease upon the amount so credited on the said principal sum.

Collateral Agreement

CA TD Investments, Inc. hereby grants to the Beneficiary, security interests in certain Deeds of Trust or portions of Deeds of Trust to be delivered to Beneficiary by the commencement date. This collateral assignment is the exclusive recourse for non-payment of the above note. If the trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the beneficiary being first had and obtained, beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

The trust deeds are subject to a Lender Servicing and Arbitration Agreements. Sample agreements are attached herein. The Beneficiary understands their collateral is bound by these agreements.

Sample Lender Servicing Agreement

This loan servicing agreement is made between Mortgage Broker Company, a licensed California Real estate Broker (Hereafter referred to as "Company") CA TD Investments, Inc., (Hereafter referred to as "Lender", whether one or more) who is or is about to become the owner of an undivided interest in a promissory note ("The Note") secured by a deed of trust ("The Deed of Trust") under the referenced loan number. Lender hereby authorizes and instructs Company and Company agrees to service the note and Deed of Trust and in that connection, to do the following:

- A. To receive any and all payments due Lender on the Note;
- B. To endorse to Company's Trust Account any checks or money orders payable to Lender and to immediately deposit same in Company's Trust account which is to be maintained in accordance with such laws and rules applicable thereto and as to which Company will not commingle its assets;
- C. To transmit Lender's portion of such payments of principal and interest to Lender within 25 days after receipt at the address shown herein and to not use such payment for any other transaction other than the transaction for which the funds are received;
- D. If the source of payment is not the maker of the note, to so inform the Lender;
- E. To cause Company's Trust account utilized for this transaction to be inspected as required by such laws, rules and regulations as are applicable thereto;
- F. To take any other action which Company deems necessary or convenient to the collection and servicing of the Note including but not limited to instituting foreclosure proceedings in the event of default or making such payments for the Lender's account or taking such other actions Company deems necessary or desirable to protect the security of the Deed of Trust or the priority thereof;
- G. To execute and deliver on Lender's behalf and in Lender's name any documents necessary or convenient for the exercise of any rights or duties which Lender may have under the Deed of Trust, including but not limited to Request for Reconveyance; Payoff Demands, Beneficiary Statements, Declarations and Notices of Default, bidding authorizations and other instructions to the Trustee of the Deed of Trust;
- H. To receive Notices of Default of prior encumbrances and to promptly notify lender of any default upon the note any prior encumbrances;
- I. To grant such extensions as Company deems reasonably appropriate; Any payment (other than the forwarding of a borrower's payment made by Company to or on behalf of Lender upon Company's written demand together with interest on said payment at the Note rate and Company is hereby authorized to reimburse itself for such amounts from any funds it holds for the benefit of Lender. Company is neither obligated to make any such payment nor to continue making such payments should it elect to make one or more such payments on behalf of lender. As consideration for the services to be rendered by Company for Lender, Lender authorizes Company to make and retain from funds received a monthly loan servicing charge of a percentage of the outstanding principal balance of the Note payable in twelve monthly installments, and to retain any assumption, demand, beneficiary and processing fees. Late charges shall be retained by Mortgage Broker Company Prepayment Penalties shall be retained by Lender.

The following provisions (1) – (4) apply only to loans in which Lender holds an undivided fractional interest:

1. Lender acknowledges that it holds or will hold an undivided interest in the Note and Deed of Trust as a tenant in common with another or other Lenders all of whom are executing counterparts (except as to vesting and payment instructions) of this loan servicing agreement. When so executed, all such counterparts shall constitute an agreement between all holders of interests in the Note and Deed of Trust as well as between Lender and Company.
2. A default upon any interest in the Note shall constitute a default upon all interests. A majority in interest of Lenders may determine and direct the actions to be taken on behalf of all Lenders in the event of default or with respect to other matters requiring the direction or approval of Lenders, and such majority may designate the Company to so act in their behalf.
3. Company shall furnish to Lender a list of names and addresses of all Lenders holding an interest in the Note upon five (5) days written notice.
4. A majority in interest of Lenders may terminate Company's authority hereunder at any time upon 10 days written notice and upon repayment of any outstanding payments made by Company on Lender's behalf and accrued expenses incurred by the Company in connection with servicing the Note.

Arbitration Agreement

Mutual Agreement to Arbitrate Disputes: Borrower has or will obtain a mortgage loan (the "Loan") made or arranged by the undersigned company (the "Company"). Borrower and Company agree that any Dispute involving the Loan, including, but not limited to claims arising from the origination, documentation, disclosure, servicing, collection or any other aspect of the Loan transaction or the coverage or enforceability of this Agreement, shall be resolved exclusively by binding arbitration under the terms of this Agreement. This Agreement shall also be binding on the agents, successors and assigns of the parties and the Loan.

- A. "Dispute" shall include, but not be limited, to: Any claimed wrongdoing, such as misrepresentation, negligence, breach of contract, breach of fiduciary duty, unconscionability, fraud in the inducement, rescission, breach of the covenant of good faith and fair dealing and unfair business practices.
 1. Any claimed violation of state or federal laws, including, but not limited to consumer credit, truth-in-lending, civil rights, equal opportunity, real estate settlement, housing discrimination laws, fair lending acts, licensing, loan regulation and unfair business practices acts.

B. "Dispute" shall not include:

1. Actions by the lender to judicially or non-judicially foreclose on the note and deed of trust (or mortgage) for the Loan, to enjoin waste, to collect rents, interpleader actions or actions for a receiver, to recover possession, ejectment or relief from the automatic stay in bankruptcy, or to obtain relief through governmental agencies.
2. Actions for provisional remedies such as a temporary restraining order or preliminary injunction or for a permanent injunction based upon an arbitration award.

Arbitration of Disputes: Arbitration shall be conducted under the rules of the American Arbitration Association ("AAA"). Arbitration shall be filed at the office of the AAA nearest to the real property securing the Loan. Reasonable discovery shall be permitted pursuant to a written discovery plan determined by the arbitrator(s). Company shall pay all arbitrator fees and hearing fees to the extent they exceed what Borrower would have had to pay if the matter were tried in court. Each party shall bear their own attorneys fees, unless a specific claims statute applies. The arbitrator(s) shall render a statement of the reasons for the award. Judgment on the award may be entered in any court of competent jurisdiction.

Waivers: The Parties hereby freely waive the right to trial by judge or jury, the right to appeal, full pretrial discovery and application of the rules of evidence.

Roberta C. Nadel
President
CA TD Investments, Inc.

Husband Couples
Beneficiary

Wife Couples
Beneficiary