

Investment Agreement

This Investment Agreement ("Agreement") is between GeltInc., a California limited liability company ("GeltInc.") located at 5567 Reseda Blvd., Suite 108, Tarzana, California, on the one hand, and investors (collectively "Investors") on the other hand. GeltInc. and Investors are collectively referred to as the Parties.

Whereas, GeltInc. invests in real estate, and organizes investment groups to invest in real estate. GeltInc.; and

Whereas, the Parties seek to co-invest in the purchasing of an apartment building in Bakersfield, California (the "Property"). The Property will be purchased free and clear of all encumbrances. A list of the Investors and the amounts invested by each is attached hereto as Appendix "A".

Now therefore, this Agreement shall set forth the terms and conditions on which the Parties shall purchase, renovate and manage the Property, allocate the income therefrom and all other matters arising from their joint ownership thereof;

1. The purchase price of the Property, including the amount required to renovate the Property such that it will be suitable for rental to residential tenants, will be approximately \$150,000 (hereinafter, the "Price"). The Property is located at _____, California, pictured in Appendix "B" to this Agreement.
2. GeltInc. will invest 50% of the Price, Investors will invest the other 50% percent of the Price. The amounts due from each Investor are set forth in Appendix A. GeltInc. guarantees that upon receiving the payments due from Investors, it has available the funds to complete the transaction. No one Investor will receive terms or benefits preferable to those given to another Investor.
3. The Property will be purchased by GeltInc. for the benefit of all parties. Title to the Property will be held by GeltInc. To secure the investors, GeltInc. will execute a Deed of Trust and Note in favor of the Investor representative and will record the Deed of Trust promptly after the expiration of 90 days after closing the purchase of the Property..
4. GeltInc. will be the single point of contact solely responsible for all aspects of selection, purchasing, renovating, managing and selling of the Property.
5. GeltInc. will renovate the Property such that it will be suitable for rental to residential tenants immediately upon completing the purchase thereof, and will ensure that the property is maintained in a proper manner in order to maintain its value and rentability. GeltInc. will then deal with rental of the Property and

undertakes to do its utmost to obtain the returns and limit the expenses to the levels set out in the pro-forma projections attached hereto as Appendix "C".

6. Investors (including GeltInc.) will receive a preferred 8% annual return on the outstanding amount of their principal investment. This amount will be paid in four equal, quarterly payments to the Investors, within 15 days of the end of each quarter. Should there be insufficient net income in any one quarter to pay this return, then the Investors other than GeltInc. will receive a distribution of the moneys earned from the Property until they have been paid their full preferred return, and only thereafter will GeltInc. receive its distribution. Any part of the preferred return not paid when due will be cumulative and paid at the end of the succeeding quarter.
7. Any remaining cash flow after payment of the expenses set forth in this paragraph, shall be shared equally between GeltInc. and the Investors, and distributed quarterly. Expenses include payment of the above-described 8% annual preferred return, expenses reasonably required to maintain the Property in proper condition; and payment of all necessary expenses such as insurance, property taxes, etc. It is understood that GeltInc. will not receive any management fee.
8. The Property will be held until the earlier of (i) 5 years from the date of purchase, or (ii) such time as the fair market value of the Property, as determined by comparable sales, is at least \$225,000. Until such time, all of the Investors undertake not to sell their interest without the prior, written consent of all the other Investors. At the occurrence of the earlier of the above two events, the Property will be placed on the market to be sold, unless Investors constituting 50.1% of the initial investment elect otherwise in writing. Until such time as the Property is sold, GeltInc. will continue to manage the Property and allocate the income in accordance with the terms of this Agreement.
9. At the time of sale of the Property, the proceeds of the sale will be distributed as follows:
 - a) Should any of the Investors other than GeltInc. not have received their full 8% annual return over the term of ownership of the Property, then they will receive payment which will bring their average return up to 8% per annum.
 - b) Should GeltInc. not have received its full 8% annual return over the term of ownership of the Property, then it will receive payment which will bring its average return up to 8% per annum.
 - c) Of the remaining proceeds from the sale of the Property, the non-GeltInc. Investors shall receive 40% to be split among them on a pro-rata basis. GeltInc. (both as Investors and as the management company) shall receive 60%

10. At the election of GeltInc., GeltInc. may obtain financing for the Property from an unrelated third party on arms length terms. If the total cost of financing exceeds an average of 6% per annum for the term of the loan, the prior written consent of Investors who have contributed at least 75% of the Price shall be required. The costs of obtaining the financing will be shared pro-rata by the investors (though fronted by GeltInc.) as will be the proceeds from the financing. It is understood that Investors shall not be in any way personally liable for any such financing.

11. Upon signing this agreement, Investors shall promptly deposit the amount to which they have committed as set forth in Appendix A, into a trust account of the Law Offices of Wasserman, Comden and Casselman, LLP, of 5567 Reseda Boulevard, Suite 330, P.O. Box 7033, Tarzana, California 91357. Should a purchase agreement for the Property not be signed within 30 days of the date hereof, GeltInc. will return the money to Investors upon their respective written demand, and no parties will be obligated to the other for anything further.

12. Any disputes arising out of this agreement shall be settled by binding and final arbitration. The prevailing party shall be entitled to attorney fees and costs. The Arbitration procedure shall be held in London, UK. This Agreement including its enforcement shall be governed by and construed in accordance with the laws of California, United States.

13. Notices will be deemed received when receipt is confirmed by the recipient, or service is effected as required for service of court documents in legal proceedings in the jurisdiction of the recipient.

IN WITNESS WHEREOF the parties have set their hands at the dates listed below.

Dated: _____

GeltInc., LLC, a California
Limited Liability Company

By: _____

Name: _____

Title: _____

Telephone: _____

INVESTORS

Dated: _____

Name: _____

Telephone: _____

Address: _____

APPENDIX A

Investor Name	Investment Amount