Doney, Scott

From:	Doney, Scott
Sent:	Wednesday, August 30, 2006 1:31 PM
To:	janwallace@att.net; munjit_j@sbcglobal.net
Subject:	FW: Munjit
Attachments:	pdfcbcf0.pdf

My initial inclination is to issue new shares to Wallace and Black. Let me run this by Kyleen.

Scott P. Doney, Esq.

Cane·Clark LLP

3273 E. Warm Springs Rd.

Las Vegas, NV 89120

702·312·6255

702·944·7100 FAX

SDoney@CaneClark.com

-—-Original Message—–
From: Reception
Sent: Wednesday, August 30, 2006 10:14 AM
To: Doney, Scott
Subject: Munjit

-—-Original Message—–
From: 9498511024 [mailto:“9498511024”@faxmaker.com]
Sent: Wednesday, August 30, 2006 10:12 AM
To: Faxmaker
Subject: Fax received from 9498511024

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INCOMING FAX REPORT

****

Status: Received
Date/Time: 8/30/2006 10:12:22 AM
Speed: 14400 bps
Connection time: 01:18
Pages: 2
Resolution: Fine
Remote ID: 9498511024
Line number: 0
DTMF/DID:
Description: Fax received from 9498511024

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Full Message Headers

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Received: from mail.caneclark.com ([207.168.91.194])
          by worldnet.att.net (mtiwmxc15) with ESMTP
          id <2006083017312301500gu48se>; Wed, 30 Aug 2006 17:31:23 +0000
X-Originating-IP: [207.168.91.194]
Received: from ares.ad.lati.com ([10.10.2.190]) by mail.caneclark.com with
 Microsoft SMTPSVC(6.0.3790.1830);
     Wed, 30 Aug 2006 10:31:21 -0700
Subject: FW: Munjit
Date: Wed, 30 Aug 2006 10:31:20 -0700
Message-ID: <2DF3B1B8E98DAA4AAAEA0C9D6296B5F9021D22@ares.ad.lati.com>
X-MS-Has-Attach: yes
X-MS-TNEF-Correlator:
Thread-Topic: Munjit
Thread-Index: AcbMV3d8oRPvT88aTYOUcp2bZmP+6wAAB4KAAACZP2A=
From: "Doney, Scott" <sdoney@caneclark.com>
To: <janwallace@att.net>,
    <munjit_j@sbcglobal.net>
Return-Path: sdoney@caneclark.com
X-OriginalArrivalTime: 30 Aug 2006 17:31:21.0222 (UTC)
 FILETIME=[1BCD9A60:01C6CC5A]
Status: RO
MIME-Version: 1.0
Content-Type: multipart/mixed;
    boundary="--boundary-LibPST-iamunique-1232389463_-_-"
```

Secured Diversified Investment, Ltd.

FACSIMILIE TRANSMISSION

To: Scott Doney
Fax: (702) 944-7100

From: Munjit Johal
Fax: (949) 851-1024

Date: August 30, 2006
Pages Including this: 2

Scott,

Attached anti-dilution paragraph for Jan and Kelly Black

Thank you

munjit

ANTI-DILUTION PROVISIONS.

(a) ADJUSTMENT FOR RECAPITALIZATION. If the Company shall at any time subdivide its outstanding shares of Common Stock by recapitalization, reclassification or split-up thereof, or if the Company shall declare a stock dividend or distribute shares of Common Stock to its stockholders, the number of Option Shares then subject to the Options/Warrants immediately prior to such subdivision shall be proportionately increased and the Exercise Price shall be proportionately decreased; and if the Company shall at any time combine the outstanding shares of Common Stock by recapitalization, reclassification or combination thereof, the number of Option Shares then subject to the Options/Warrants immediately prior to such combination shall be proportionately decreased and the exercise price shall be proportionately increased. Any such adjustments pursuant to this Section 6(a) shall be effective at the close of business on the effective date of such subdivision or combination or if any adjustment is the result of a stock dividend or distribution then the effective date for such adjustment based thereon shall be the record date therefore.

(b) ADJUSTMENT FOR REORGANIZATION, CONSOLIDATION, MERGER, ETC. In case of any reorganization of the Company or in case the Company shall consolidate with or merge into another corporation or convey all or substantially all of its assets to another corporation, then, and in each such case, Optionee upon the exercise of the Options/Warrants at any time after the consummation of such reorganization, consolidation, merger or conveyance, shall be entitled to receive, in lieu of the Option Shares issuable upon the exercise of the Options/Warrants prior to such consummation, the securities or property to which the Optionee would have been entitled upon such consummation if the Optionee had exercised the Options/Warrants immediately prior thereto; in each such case, the terms of the Options/Warrants shall be applicable to the securities or property receivable upon the exercise of the Options/Warrants after such consummation.

C. <u>Corporate Finance</u>

For purposes of this agreement, the term "Financing Transaction" means any financial investment into the Company in any form of (i) debt, including traditional bank, insurance company or finance company or other investor loans or lines; bonds, debentures, convertibles, notes, or hybrid debts, and mezzanine/bridge loans or lines, or (ii) equity, including common stock, preferred stock, convertibles, private equity lines, PIPES, partnership interests, memberships, equity swaps, or other "ownership" stakes, or (iii) other non-traditional financing including, but not limited to, royalty agreements, revenue sharing participations, joint venture investments, licensing fees or agreements, and others.

If WB or any of its affiliates introduces the Company to an *outside* independent party or entity during the term of this agreement, and as a result of such introduction, a financing transaction is consummated during the term of this agreement, or during the 12 month period following the term of this agreement, the Company shall pay WB or its designee(s) upon the consummation of such financing transaction, a finders fee, as stated in section "B" Transaction fees on the gross proceeds raised in such transaction.