

COMMERCIAL INSTALLMENT SALE CONTRACT AND SECURITY AGREEMENT

LENDER / SECURED PARTY: Alpha Omega Consulting Group 716 Vauxhall Drive, Nashville, TN 37221
Tel. 615-662-9537 --- Fax 615-662-8383

Account # TL101

Date 7/15/2008

8/14/2008

1. PARTIES

| | | |
|--|---------------|--|
| BUYER Shirley R Martin 1234 Anywhere Street , Nashville, TN 37206 | Seller | Lender Alpha Omega Consulting Group 716 Vauxhall Drive, Nashville, TN 37221 |
|--|---------------|--|

The Buyer and Co-Buyer, if any, ("Buyer") may buy the Purchased Commercial Vehicle described below ("Vehicle") for cash or may procure a loan for the Vehicle. The cash price is shown below as "Total Cash Sale Price". By signing the Commercial Vehicle Installment Sale Contract ("Contract"), Buyer agrees to buy the vehicle from the seller by means of a loan from the Lender according to the terms described on all five pages of this Contract. Buyer agrees to make all payments to Lender when due according to the payment schedule below. "Lender" refers to either the Lender or the successor or assignee of the Lender.

Notice to the Buyer

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.

2. VEHICLE DESCRIPTION

| PURCHASED COMMERCIAL VEHICLE | New or Used | Year | Make | Model | Odometer Reading | Vehicle Identification # |
|------------------------------|-------------|------|------|-------|------------------|--------------------------|
| | | | | | | |

FEDERAL TRUTH-IN-LENDING DISCLOSURE

| ANNUAL PERCENTAGE RATE <i>The cost of your credit as a yearly rate</i> | FINANCE CHARGE <i>The dollar amount the credit will cost you</i> | Amount Financed <i>The amount of credit provided to you or on your behalf</i> | Total Of Payments <i>The amount you will have paid after you have made all payments as scheduled</i> |
|--|--|--|---|
| 267.67% | \$220.00 | \$1,000.00 | \$1,220.00 |

| | | | |
|--------------------------------|-------------------------|---------------------------------|--|
| Your payment schedule will be: | Number of Payments 1 | Amount of Payment \$1,220.00 | When Payment(s) are Due Ever 30 days beginning on 8/14/2008 |
|--------------------------------|-------------------------|---------------------------------|--|

4. ITEMIZATION OF AMOUNT FINANCED

| | |
|---|-------------------|
| A. CASH SALE PRICE | |
| 1) Cash Sale Price of Vehicle and Accessories | |
| 2) Dealer Documentation Fee | |
| 3) Sales Tax | |
| 4) Total Cash Sale Price | \$0.00 |
| B. DOWN PAYMENT | |
| 1) Cash Down Payment | |
| 2) Net Trade-In Amount | |
| 3) Manufacturers rebate Assignment to Dealer | |
| 4) Total Down Payment | \$0.00 |
| C. UNPAID BALANCE OF CASH PRICE | \$0.00 |
| D. AMOUNTS PAID TO OTHER ON BUYER'S BEHALF | |
| 1) To Insurance Companies For: | |
| a. Credit Life Insurance | |
| b. Credit Disability Insurance | |
| c. Othe Insurance/Gap | |
| 2) Administrative Fees | |
| a. License, Title and Registration Fees | |
| b. Documentation Fee | |
| 3) Pre Paid Finance Charges | \$0.00 |
| 4) Total Amounts Paid To Others on Buyer's Behalf | \$0.00 |
| E. AMOUNT FINANCED | \$1,000.00 |

5. OPTIONAL SERVICE CONTRACT

A service contract is not required to obtain credit and will not be provided unless Buyer signs and agrees to pay the purchase price contract issued by the Service Contract Provider will describe the terms and conditions in further detail. If buyer wants a service contract for the term and cost listed below, please sign below.

Service Contract Provider
Service Contract Term
whichever occurs first
Buyer's Signature _____

6. CREDIT INSURANCE

Credit life or credit disability insurance is not required to obtain credit and will not be provided unless Buyer signs and agrees to pay the premium. The policies or certificates issued by the insurer will describe the terms and conditions in further detail. If Buyer wants any of the following insurance for the terms and premiums listed below, Buyer must check the applicable box and sign below

Buyer wants Credit Life Insurance
Term: _____ Premium: _____
Buyer wants Credit Disability Insurance
Term: _____ Premium: _____

Buyer's Signature _____ Co-Buyer's Signature _____
X **X**

Buyers Initials _____

7. PAYMENTS

- A. INTEREST.** This is a simple interest contract. Buyer's actual amount of interest will depend on Buyer's payment patterns. The actual interest paid may be more if Buyer makes payments later than the scheduled dates or in less than the scheduled amount. Payments will be applied first to the earned interest and then to the unpaid Amount Financed. Interest is figured on a daily basis at the Interest Rate on the unpaid balance of the Amount Financed.
- B. LATE PAYMENTS.** If all or any portion of a payment is more than 10 days late, Buyer will pay 5% of that payment. If Lender accepts a late payment or late charge, the Buyer's default is not excused and the acceptance does not imply that Buyer is allowed to continue making late payments.
- C. PREPAYMENT.** Buyer may prepay this Contract at any time without penalty. Because interest is earned on a daily basis, Buyer will not be entitled to any refund of unearned interest.
- D. RETURNED INSTRUMENT CHARGE.** If any check, draft or order of other similar instrument is returned to Lender unpaid for any reason, including but not limited to, non-sufficient funds, Buyer will pay returned instrument charge of \$25.00

8. VEHICLE INSURANCE, USE AND WARRANTIES

- A. VEHICLE INSURANCE.** Buyer must insure Buyer and Lender for the term of this Contract against loss of or damage to the Vehicle with a policy acceptable to Lender. This policy may be obtained from an insurer and agent of the Buyer's choice that is authorized to sell such insurance and is reasonable acceptable to Lender. The insurance Buyer maintains will include comprehensive fire, theft, and collision coverage, insuring the Vehicle in an amount sufficient to cover the Vehicle's fair market value with a maximum deductible of \$1000. Buyer must name Lender as loss payee. Buyer must provide Lender with a copy of Buyer's insurance policy acceptable to the Lender before Buyer takes possession of the vehicle and thereafter upon request. If the Vehicle is stolen, lost, damaged or destroyed, Lender can use any insurance settlement either to repair the Vehicle or to apply to Buyer's debt.

Whether or not the Vehicle is insured, Buyer will pay Lender all Buyer owes under this Contract even if the Vehicle is stolen, lost, damaged, or destroyed.

If Buyer does not buy this insurance, Lender may, but does not have to, buy the insurance. If Lender buys the insurance, Lender may insure only Lender or Buyer or both Buyer and Lender. In either case, Buyer must pay back to Lender what Lender paid for the insurance plus interest at the Interest Rate shown on page one of this Contract. If Lender insures only the Lender's interest, Buyer will not have insurance.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT.

- B. USE OF VEHICLE.** Buyer certifies that the Vehicle will be used for business purposes only. Buyer must maintain the Vehicle and obey all laws in using it. Buyer may not: (1) sell or rent the Vehicle; (2) use or permit the Vehicle to be used for the transportation of any extra hazardous, toxic, radioactive, flammable, or explosive materials or substances; or (3) use or permit the Vehicle to be used in any manner or for any purpose that would cause any insurance covering the Vehicle to be suspended, cancelled, or inapplicable. Buyer will not take the Vehicle out of the United States without prior written consent. Buyer will notify Lender immediately of any change in Buyer's address or the address where the Vehicle is regularly located.
- C. WARRANTIES.** LENDER MAKES NO WARRANTIES OR REPRESENTATIONS EITHER EXPRESSED OR IMPLIED AS TO THE VEHICLE OR ANY PART OR ACCESSORY THEREOF. LENDER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE VEHICLE FOR ANY PARTICULAR PURPOSE OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER.

9. DEFAULT

- A. DEFAULT.** Buyer will be in default if:

- Buyer fails to make any payment in full when due or fails to pay any other charge;
- Buyer breaks any promise or condition made in this Contract or in any other agreement Buyer has with Lender;
- Buyer gives false or misleading information on Buyer's credit application or any other document;
- Buyer dies (if an individual), is declared incompetent (if an individual), becomes insolvent, a bankruptcy petition is filed by or against Buyer or Buyer dissolves or ceases active business affairs;
- The Vehicle is destroyed, stolen, or damaged beyond repair;

Buyer: Shirley Martin

VIN #:

Buyers Initials: _____

AGREED RATE OF CHARGE: 267.67% per year on Unpaid Principal Balance, computed on the basis of the number of days actually elapsed, a month being any period of 30 consecutive days.

Co-Buyers Initials: _____

- Buyer fails to keep required insurance in force;
- The Vehicle is seized, confiscated, or levied upon by governmental or legal process;
- Buyer's driver's license expires or is suspended, revoked, cancelled or otherwise restricted; or
- Anything else happens that the Lender reasonably believes in good faith endangers the Vehicle or Buyer's ability to pay.

B. REMEDIES. If Buyer is in default Lender may require Buyer to pay at once the unpaid Amount Financed, the earned an unpaid part of the interest and all other amounts due under this Contract. Lender may also take back (repossess) the Vehicle as permitted by applicable law, but in doing so Lender may not breach the peace or unlawfully enter Buyer's premises. Lender may also take goods found in the Vehicle when repossessed and hold them for Buyer. If Buyer does not claim them, Lender will dispose of them in a reasonable manner.

If the Vehicle is taken back, Lender will send Buyer a notice. Buyer may redeem the Vehicle up to the time Lender sells or agrees to sell it. If Buyer does not redeem the Vehicle, Lender will sell it.

The money from the sale of the Vehicle, less allowed expenses, will be used to pay the amount Buyer owes on the Contract. Allowed expenses are those Lender pays to retake the Vehicle, hold it, prepare it for sale, and sell it. It also includes reasonable attorney fees should Lender refer the Contract for collection to an attorney who is not Lender's salaried employee, and will be paid by Buyer. If the money from the sale is not enough to pay off of this Contract and allowed expenses, Buyer will pay what is still owed to Lender. Buyer may also be charged interest on this amount at the Interest Rate shown on page one of this Contract until Buyer pays this amount to Lender.

10. ADDITIONAL TERMS

A. SECURITY INTEREST. Buyer gives Lender a security interest in:

- The Vehicle and all original and replacement parts, accessories or equipment put on the Vehicle, including all money, goods or proceeds received thereof;
- All insurance premiums and charges for service contracts and other contracts Lender financed for Buyer that are returned to Lender and any proceeds of insurance policies or service contracts.
- Additional Collateral as shown in item 2 (Vehicle Description) or on attached schedule of additional equipment pledged.

The security interest secures payment of all amounts Buyer owes under this Contract and Buyer's other agreements in this Contract.

B. CREDITS. If any charge for insurance, service or other contracts Lender financed for Buyer are returned, Lender will credit such amounts to Buyer's account. Any excess will be returned to Buyer.

C. GENERAL. This Contract is the entire agreement between Buyer and Lender. Lender is not bound by any statements or representations made by agents or sales people if not contained in this Contract. Any change to this Contract must be in writing and signed by Buyer and Lender. The laws of the state of the Lender's place of business shown on the front of this Contract applies to this Contract, the ones that are not allowed will be void. The rest of this Contract will still be valid. Lender does not give up any rights by delaying or failing to exercise them on any occasion.

C. ARBITRATION. If a dispute arises out of or relates to this Agreement, or breach thereof, the parties agree first to try in good faith to resolve the dispute by mediation administered by the American Arbitration Association under its Commercial Financial Disputes Mediation Rules, before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be resolved by arbitration by the American Arbitration Association under its Commercial Financial Disputes Arbitration Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof pursuant to applicable law.

11. FTC NOTICE

USED MOTOR VEHICLES BUYER'S GUIDE. If Buyer is purchasing a used Vehicle with this Contract, federal regulations may require a special Buyer's Guide to be displayed on the window of the Vehicle. **THE INFORMATION BUYER SEES ON THE WINDOW FORM OF THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

12. NOTICE TO BUYER

READ THE ADDITIONAL TERMS OF THIS CONTRACT BEFORE SIGNING BELOW. IF THIS CONTRACT IS SIGNED BY A BUYER AND CO-BUYER, EACH IS INDIVIDUALLY AND TOGETHER RESPONSIBLE FOR ALL AGREEMENTS IN THIS CONTRACT. BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT AT THE TIME OF SIGNING IT.

13. BUYER SIGNATURE

Buyer is a:
_____ Corporation
_____ Partnership
_____ LLC or LLP,
_____ Individual

Co-Buyer is a:
_____ Corporation
_____ Partnership
_____ LLC or LLP,
_____ Individual

Buyer's Signature: _____

Co-Buyer's Signature: _____

14. CORPORATE RESOLUTION

The undersigned hereby certifies that he or she is a duly qualified and acting representative of the Buyer, a corporation organized and existing under the laws of the State of Georgia, and that at a meeting of the Board of Directors of said corporation, held on _____ at which a quorum was present, the following Resolution was duly introduced and adopted:

Resolved, that _____ is hereby authorized and empowered to enter into a contractual obligation on behalf of said corporation with 3-D Commercial, LLC or its successors and assigns in the form presented to the Board of Directors.

IN WITNESS WHEREOF, the undersigned has signed below as a representative of this corporation and, if necessary, has affixed the corporate seals of such corporation on _____.

Name/Title: _____

Signature _____

Notary Public _____