

**INSTALLMENT PURCHASE AND SECURITY AGREEMENT
WITHOUT WARRANTIES**

1. PARTIES:

Seller:	C Capital Group, LLC	961
	Name	Phone
	1 Road	9
	Address	Fax
	, Texas 7	C
	City, State, Zip	County
Buyer:	L , LLC & Members	Phone
	Name	Phone
	1 Avenue	Fax
	Address	Fax
	, CO	County
	City, State, Zip	County

2. **GOOD(S)/SERVICES(S) PURCHASED:** Seller hereby agrees to sell and the Buyer hereby agrees to buy, upon the terms and conditions set forth, the following described goods(s) and or service(s), hereinafter referred to as "service(s)."

The sum total of \$1,000,000 of prepaid rent / lease credits for the use of any of Seller's properties and facilities offered to the public for rent or lease. The terms and conditions of each facility's use are those as they are applied to and offered to the public at the time of use by Buyer. Buyer recognizes that no specific property or facility is identified herein and that prior to the use of any of Seller's facilities, Buyer must obtain pre-authorization and as such all properties are subject to availability. All rights herein are fully transferable.

3. **PURCHASE PRICE:** The total purchase price shall be ONE MILLION DOLLARS (\$1,000,000), payable according to the following terms:

\$300,000 is to be paid immediately, \$200,000 to be paid no later than March 31, 2008 with the remaining \$500,000 paid over six (6) years with interest only payments semi annually and calculated on any unpaid and outstanding balance. Interest shall compound at an annual rate of six percent (6%). Principal payments shall be due annually beginning with the third year anniversary date and each year thereafter until all sums owed are paid in full. Any and all revenues of any type which may be produced or generated in the future by the pledged collateral shall be allocated to interest and then to principal reduction and shall be allocated to this debt until the note is retired.

4. **AS IS PURCHASE:** Buyer accepts the service(s) AS IS-WHERE IS and subject to any and all faults or defects that may now exist or subsequently appear. ALL IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY AND OTHERWISE ARE EXCLUDED.

5. **BUYER:** All parties signing below as Buyer or as Individuals are jointly and severally liable for all obligations of this contract, as principals, not as guarantors.

6. **PREPAYMENT PRIVILEGE:** Buyer may prepay any portion of the unpaid principal balance at any time. Prepayments shall apply to the last principal installments falling due.

7. **ACCEPTANCE, NOTICE OF CLAIMS AND LIMITATION OF REMEDIES:** Buyer accepts the service(s) by signing this contract, and any and all risk of loss passes immediately. Buyer is responsible for all