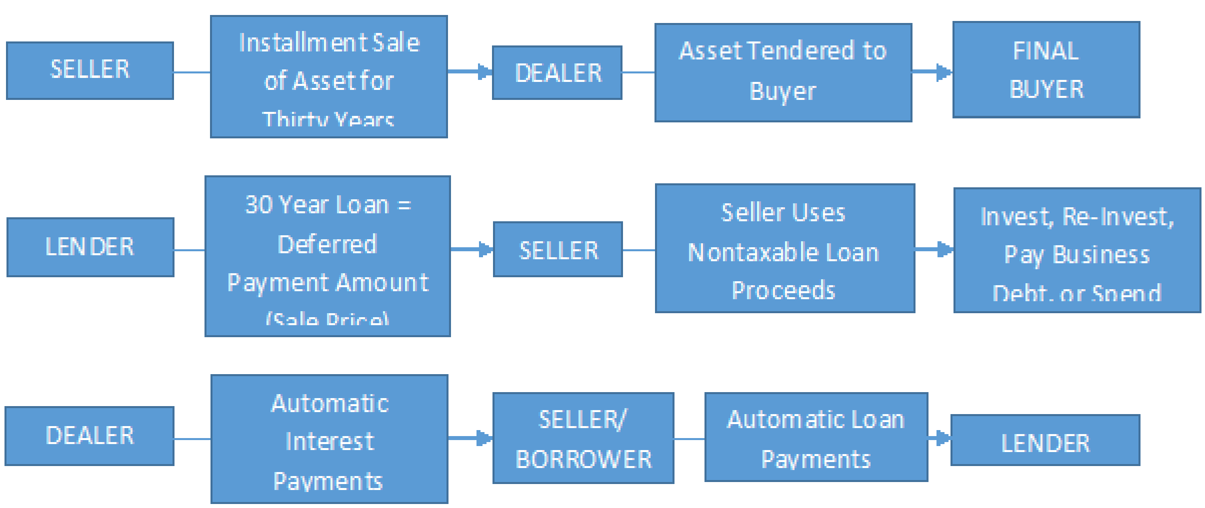
Monetized Installment Sale step by step:

Installment Transaction: Once the property is under contract with a Buyer, the Seller sells its asset to a qualified Dealer by virtue of an Installment Sale Contract (hereinafter referred to as the “Installment Contract”). The Installment Contract will provide payment of interest only to the Seller for thirty (30) years, with a balloon payment of the entire amount of principal to be paid from the Dealer to the Seller in year thirty (30). The Dealer will then sell the asset to the Buyer, and the Buyer will take ownership of the asset and is finished with their end of the transaction;

Loan Transaction: Seller is then offered a loan from a private lender based upon 95% of the value of the principal owed on the Installment Contract in the step above. The terms of this loan are substantively identical to the Installment Contract; in other words, the Seller will pay the same amount of interest as is required in the Installment Contract, and will owe a balloon payment for the principal amount of the loan in year thirty (30) to the Lender. This part of the transaction occurs immediately post-sale between the Seller and the Third-Party Lender; and

Third Party Processor: The Seller utilizes a 3rd Party Payment Processor (hereinafter referred to as the “Processor”) to collect all incoming interest income from the Dealer for the course of the thirty (30) year Installment Contract. The Processor will deposit the interest income into an account established on behalf of the Seller, and will then pay all outgoing interest expenses owed to the Lender for the course of the thirty (30) year loan from the same account



A Few Specifics

Installment contract sales are the oldest method to buy and sell assets in the United States. The installment contract in this construct is an interest only, non-amortizing and non-reporting contract. The third-party payment processor ensures that the installment contract interest payments are processed monthly directly from the dealer to the Seller and from the Seller to the Lender. The Seller authorizes and instructs the Payment Processor to accept interest payments from the Dealer and to send interest payments to the Lender, and the Dealer/Dealer provides the Payment Processor authorization to withdraw payments. All interest payments are, therefore, timely made, for all parties to the transaction, and the Payment Processor provides an annual statement of interest income and interest expenses.

Each contract has a provision explaining that there are “no adverse effects” to or for the buyer. The final purchase of the physical asset is not affected in any way by the transactions between the Dealer, the Seller, and the Lender. There are no additional mark-ups to the sales price, and all terms from the Buyer’s standpoint remain as agreed. In fact, the Seller actually delivers title to the asset directly to the Buyer.

The installment contract remains unsecured for the entire thirty (30) year period of the loan. The loan to the Seller is from a private lender (not a bank), and is not secured by the asset sold or the sale proceeds. The Lender agrees by contract to (a) not to report the loan to third parties (credit bureaus, etc.); and (b) not to pursue default against the Seller in the event of third-party default. The terms of the loan arrangement provide that the only recourse the Lender has is exclusively against the ***Dealer*** *in the event of default.*

The loan itself is a fixed rate, interest only, for the entire term of the loan. Payment of the Principal to the Lender upon at the close of the thirty (30) year term of the loan. Loan proceeds are immediately available to the Seller for re-investment, and no seasoning for the re-investment is required.

For More Info:

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