

*Project AK-47, a division of Divine Inheritance, Inc.
Engagement Letter*

October 22, 2009

Jeremy Anderson
Project AK-47, a division of Divine Inheritance, Inc.
215 General J B Hood Drive
Franklin, TN 37069

Dear Jeremy,

Thank you for your interest in retaining Core Business, LLC, a Tennessee Limited Liability Company, to provide services and solutions to Project AK-47, a division of Divine Inheritance, Inc., a Tennessee Corporation. This Engagement Letter outlines our understanding of your current situation, solution, fees for services and other terms.

Scope of Engagement

Core Business has developed Customer Relations Management (CRM) and Content Management System (CMS) platforms, collectively known as the Operating Platform, and Project AK-47 desires to utilize such Operating Platform in the development and support of services provided by Project AK-47. Core Business agrees to provide to Project AK-47 a server-mounted instance of the Operating Platform. Core Business will make available the Operating Platform, arrange or provide hosting, continued development and provide ongoing support and maintenance for the Operating Platform.

Project AK-47 desires Core Business to create a "vanilla" store system, donation system, and store content management system, integrate the store with a payment processor, and provide simple donation and sales reporting, collectively known as the Work Product. Core Business will also make security considerations and install SSL Certificate on server for chosen new domain or current domain.

Ownership and Distribution

Ownership of the Operating Platform and all of its corresponding source code shall be the property of Core Business. Project AK-47 shall not in any way make available the Operating Platform outside the scope of this engagement letter.

Services, Fees and Expenses

Work Product, Maintenance and Support

All Services performed or work created pursuant to this engagement letter shall be performed at either the fixed price set forth below or the time and materials basis with labor rates and materials prices set forth below.

Create a "vanilla" store system, donation system, and store content management system, integrate the store with a payment processor, and provide simple donation and sales reporting, collectively known as the Work Product.

16 Hours \$1,920.00

Security considerations and install SSL Certificate on server for chosen new domain or current domain.

2 Hours \$240.00

Upon acceptance of this agreement one-half of the Work Product costs will be due and payable ($\$1,920.00 + \$240.00 = \$2,160.00 \times 1/2 = \$1,080.00$). Upon delivery of the initial Work Product a second payment of the remaining one-half of the Work Product costs will be due and payable, \$1,080.00. Applicable sales tax will be in addition to the Work Product costs.

Core Business' proprietary Customer Relationship Management (CRM) and Content Management Systems (CMS), Operating Platform, are an integral part of this project. Core Business normally sells the Operating Platform for up to \$10,000, depending on client utilization. Core Business will include the Operating Platform at no additional cost; however, on-going monthly Maintenance and Support are a required service of this engagement to continue utilizing the Operating Platform.

Costs for ongoing monthly Maintenance and Support will be \$500 per month, and will include up to 5 hours of Core Business personnel time and work. Each month, beginning December 1, 2009, Core Business will invoice the ongoing monthly Maintenance and Support, which will be due and payable by Project AK-47 within 10 business days. Applicable sales tax will be in addition to the ongoing monthly Maintenance and Support.

Core Business will provide additional hours of development, maintenance and support beyond the retained 5 hours on a discounted hourly rate of \$120 per hour (discounted from Core Business's current standard hourly rate of \$150). Applicable sales tax will be in addition to the discounted hourly rate.

Additional Development

Additional Features not essential for launch, but may be included at the request of Project AK-47:

1. Blog: integrated into site, so content comes up in keyword searches on Google, etc. Video blog capability. Easy incorporation of graphics/video with text. – Estimated 4 Hours.

2. Creation tools (CMS): flexible creation & management of pages, names of pages, urls fields, text formatting and relatively easy/flexible graphics placement. – Estimated 12 Hours.
3. Ingenious integration of social networks like Facebook and Twitter, as well as YouTube/Vimeo and Flickr. – Estimated 6 Hours.

Applicable sales tax will be in addition to the discounted hourly rate.

Hosting

Core Business will provide or arrange for hosting services as requested by Project AK-47. Such costs will be determined and communicated to Project AK-47. Project AK-47 will either pay Core Business for hosting services or will take responsibility to directly contract for hosting services. Such costs will be in addition to the Operating Platform, Work Product and development, maintenance and support fees. Core Business will assist Project AK-47 in determining the best method of hosting the Operating Platform and Work Product.

Invoices

Work Product, Maintenance and Support fees, Additional Development, Hourly Rate fees, and Hosting costs (if applicable) will be invoiced on or about the 1st of each month beginning November 1, 2009 and are due and payable by Project AK-47 within 10 business days of the invoice date. All invoices will be submitted electronically via email. Project AK-47 will provide an email address as recipient of all invoices. Applicable sales tax will be in addition to the Work Product, Maintenance and Support fees, Additional Development, Hourly Rate fees, and Hosting costs.

Direct and Out-of-Pocket Expenses

Project AK-47 will reimburse the actual cost of all direct, out-of-pocket expenses including travel airfare, hotel, car rental, automobile mileage at the Internal Revenue Service Standard Mileage Rate for Business Deductions (currently \$0.585 per mile), taxi, parking, meals, reprographics, postage/FedEx/UPS/DHL, cellular telephone and long distance telephone expenses. Out-of-pocket expenses will be invoiced on or about the 1st of each month and are due and payable by Project AK-47 within 10 business days of the invoice date. Travel expenses will only be reimbursed if/when travel occurs outside of the Nashville Metropolitan area. No out-of-pocket expenses will be incurred without prior approval from Project AK-47.

Term and Termination

The term of the *Project AK-47, a division of Divine Inheritance, Inc. Engagement Letter* will be for a period of 24 months beginning November 1, 2009 and ending October 31, 2011. This contract will renew for a period of 12 months on November 1, 2011, and annually thereafter, unless notice by either party is given, in writing, thirty days prior to the end of the contract.

Core Business, LLC Standard Terms and Conditions

Attached to this letter are Core Business, LLC's Standard Terms and Conditions (Attachment A) that are hereby incorporated and made a part of this Engagement Letter. Should the terms of this Engagement Letter be inconsistent with the Standard Terms and Conditions, attached, the terms of this Engagement Letter shall control.

Acceptance

If the above terms are acceptable, please indicate your acceptance by signing in the space provided below. Please return the *Project AK-47, a division of Divine Inheritance, Inc. Engagement Letter* by fax or mail to:

Fax: 615-599-5929

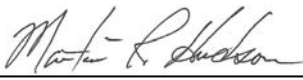
or

Martin R. Hudson
Core Business, LLC
4144 Hwy. 96
Burns, TN 37029

We look forward to working with you. Please feel free to call Corey Foster or me with any questions.

With warm regards,

Sincerely yours,



Martin R. Hudson 10/22/2009
Core Business, LLC Date

ACCEPTED:

Jeremy Anderson Date
Project AK-47
a division of Divine Inheritance, Inc.

cc: Corey Foster
Jerry Stone

Attachment A

Core Business, LLC - Standard Terms and Conditions

1. **Services.** It is understood and agreed that Core Business, LLC (Core Business) services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by Project AK-47, a division of Divine Inheritance, Inc. (CLIENT). In the event of a claim by a third party relating to the services under the Engagement Letter to which these Standard Terms and Conditions are attached, CLIENT will indemnify Core Business and its personnel from all such claims, liabilities, cost and expenses, except to the extent determined to have resulted from the intentional or deliberate misconduct of Core Business personnel.
2. **Payment of Invoices.** CLIENT will pay fees as specified in the Engagement Letter. At the end of each month, Core Business will prepare and submit to CLIENT an invoice which reconciles the value of actual work performed at the rates specified in the Engagement Letter with the services and retainer amounts previously paid plus any direct expenses incurred by Core Business on behalf of this engagement for which CLIENT is responsible. Any amount due CLIENT from this reconciliation will be applied to the following month's invoice. Any amount due Core Business will be due and payable within ten (10) business days. Properly submitted invoices upon which payment is not received within thirty (30) days of the invoice date shall accrue a late charge of the lesser of (i) one and one half percent (1 ½ %) per month or (ii) the highest rate allowable by law, in each case compounded monthly to the extent allowed by law. Without limiting its rights and remedies, Core Business shall have the right to halt or terminate entirely its services until payment is received on past due invoices.
3. **Term.** Unless terminated sooner in accordance with its terms, this engagement shall terminate on the completion of Core Business' services hereunder.
4. **Ownership.**
 - a) **Core Business, LLC Technology.** Core Business has created, acquired or otherwise has rights in, and may, in connection with the performance of services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques; models (including, without limitation, function, process, system and data models); templates; and logic, coherence and methods of operation of systems (collectively, the "Core Business, LLC Technology"). Core Business, LLC
 - b) **Ownership of Deliverables.** Except as provided below, upon full and final payment to Core Business hereunder, the tangible items specified as deliverables or work product in the Engagement Letter to which these terms are attached (the "Deliverables") will become the property of CLIENT, except for Core Business, LLC Technology. To the extent that any Core Business, LLC Technology is contained in any of the Deliverables, Core Business hereby grants CLIENT, upon full and final payment to Core Business hereunder, a royalty-free paid up, world-wide, non-exclusive license to use such Core Business, LLC Technology in connection with the Deliverables.
 - c) **Ownership of Core Business, LLC Property.** To the extent that Core Business utilizes any of its property (including, without limitation, the Core Business, LLC Technology) in connection with the performance of services hereunder, such property shall remain the property of Core Business and, except for the license expressly granted in the preceding paragraph, CLIENT shall acquire no right or interest in such property. Nothing in this Engagement Letter or Attachment A shall be construed as precluding or limiting in any way the right of Core Business to provide information technology, consulting or other services of any kind or nature whatsoever to any person or entity as Core Business in its sole discretion deems appropriate. In addition, and notwithstanding anything in this Engagement Letter or Attachment A to the contrary, the parties acknowledge and agree that (a) Core Business will own all right, title, and interest, including, without limitation, all rights under all copyright, patent and other intellectual property laws, in and to the Core Business, LLC Technology, and (b) Core Business may employ, modify, disclose, and otherwise exploit the Core Business, LLC Technology.
5. **Limitation on Warranties. THIS IS A SERVICES ENGAGEMENT. Core Business WARRANTS THAT IT WILL PERFORM SERVICES HEREUNDER IN GOOD FAITH. Core Business DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

6. **Limitation on Damages.** CLIENT agrees that Core Business, its partners, principals, officers and employees shall not be liable to CLIENT for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of the professional fees paid by CLIENT to Core Business under this engagement. In no event shall Core Business, its partners, principals, officers or employees be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). In furtherance and not in limitation of the foregoing, Core Business will not be liable in respect of any decision made by CLIENT as a result of the performance by Core Business of its services hereunder. The provisions of this Paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise.
7. **Cooperation.** CLIENT shall cooperate with Core Business in the performance by Core Business of its services hereunder, including, without limitation, providing Core Business with reasonable facilities and timely access to data, information and personnel of CLIENT. CLIENT shall be responsible for the performance of its employees and agents for the accuracy and completeness of all data and information provided to Core Business for purposes of the performance by Core Business of its services.
8. **Force Majeure.** Neither CLIENT nor Core Business shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.
9. **Limitation on Actions.** No action, regardless of form, arising under or relating to this engagement, may be brought by either party more than one year after the cause of action has accrued, except that an action for nonpayment may be brought by a party not later than one year following the date of the last payment due to such party hereunder.
10. **Independent Contractor.** It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
11. **Confidentiality.** CLIENT and Core Business acknowledge and agree that all information communicated to either party by the other party in connection with the performance by a party under this engagement shall be received in confidence, shall be used only for the purposes of this engagement, and no such confidential information shall be disclosed by the respective parties or their agents or personnel without the prior consent of the other party. This provision does not apply to information that is or becomes generally available to the public, was known to either CLIENT or Core Business or has been previously possessed by CLIENT or Core Business, was independently developed by CLIENT or Core Business without violation of this provision, or CLIENT and Core Business agree from time to time to disclose. If either party receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party's confidential information, such party shall provide prompt written notice to the other party of such demand in order to permit such party to seek a protective order.
12. **Survival.** The provisions of Paragraphs 1, 2, 4, 5, 6, 9, 10, 11, 12 and 13 hereof shall survive the expiration or termination of this engagement.
13. **Assignment.** Except as provided below, neither party may assign, transfer or delegate any of the rights or obligations hereunder without the prior written consent of the other party. Core Business may assign its rights and obligations hereunder to any affiliate that is a successor in interest to all or substantially all of the assets or business of Core Business's practice, without the consent of CLIENT.
14. **Entire Agreement.** These terms, and the Engagement letter to which these terms are appended, including any Exhibits, constitute the entire agreement between Core Business and CLIENT with respect to the subject matter hereof and supersede all other oral and written representation, understandings or agreements relating to the matter hereof.
15. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors in interest.
16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

17. **Headings.** The headings and captions of the paragraphs and sections of this Agreement are for convenience only and do not in any manner modify or construe the intention of the parties or affect any of the provisions of this Agreement.
18. **Severability.** If any provision of this Agreement is held to be invalid by a court for any reason, it shall not affect the validity or enforceability of any other provision herein, but all other provisions of this Agreement shall remain in full force and effect.
19. **Waiver.** The decision by any party not to enforce the performance of any duty or obligation of another party hereunder, or to enforce or pursue any breach of this Agreement by another party, shall not constitute a waiver, but all such rights of the said party shall continue in full force and effect including the right at any time to declare the said party in breach or default under this Agreement.
20. **Entire Agreement; Amendment; Time of Essence.** This Agreement and any exhibits attached hereto contain the entire agreement between the parties hereto with all-previous discussions, agreement, offers, acceptances, addendum and representations having been merged herein. This Agreement may not be altered, amended, waived or terminated in any respect or particular, unless the same shall be in writing and signed by each of the parties hereto. Time is of the essence with respect to the terms of this Agreement providing for payment by the CLIENT of the Installation, Maintenance, Service and Retainer Fees.
21. **Counterparts.** This Agreement may be executed by the parties in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties any may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.