

401 East Ocean Boulevard, Suite 401 Long Beach, CA 90802 Direct Line: (562)472-0495 Fax: (562) 206-0295

Alfredo.Moran@matrixbusinesscapital.com

Facsmile Transmittal

Го:

Basil Casteleyn

From:

Alfredo Moran

Company:

La Paz Com. Health Care Center

Date:

11/19/2009

Fax:

(210) 558-4276

Pages: (2) Number of Pages Including Cover

Page

Equipment Finance Proposal

Here is the commitment letter we discussed. Please return on or before 12/3/2009 so we may process your transaction in a timely fashion.

- Use Ink when completing the Express Agreement.
- 2. Please enclose a photocopy of your valid driver's license.
- 3. Please enclose a COMPANY CHECK made payable to Matrix Business Capital for the amount indicated on the proposal.

NOTE: To expedite your transaction, we can deposit the fax check - simply write "Check by Fax" on the memo line of your check.

- 4. Please fax copies of all items you will include in the package to (562) 206-0295
- 5. OVERNIGHT your original documents and check back to the address above.
- 6. Fax 3 months most recent bank statements to speed up processing time.

Please be assured that any information you send us will be kept in the strictest confidence. We will make every effort to expedite any request given to us. Please call me at (562)472-0495 if you have any questions.

Sincerely,

Alfredo Moran

Equipment Finance Specialist

Confidentiality Note

The information contained in this telecopy message is confidential and is intended only for the exclusive use of the individual or entity named above and may contain information that is attorney work product, privileged, confidential or exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this message in error please immediately notify us by telephone (call collect) to arrange for its return. Thank you.



			BUSINESS CAPITAL			
Lessee's Legal Name:	La Paz Commu	nity Health Care Center,	Inc.			
Lessee's Address:	530 San Pedr	ro Ave	San Antonio	Bexar	Texas	78212
Signor's Name: Adec	Address Iiran Adedeji	Title	: CEO	County Phon	State e No: (210) 697-5700	Zip
EQUIPMENT DESCRI		IN Ohallarifaria				
Quantity, Description, Model No. Two Vans						
Master Lease Line of TERMS OF LEASE / P						
AMOUNT OF EACH PAYMENT		TERM TYPE	No. of Advance	NET TERM	INITIAL DEPOSIT	
(plus sales tax, if applicable) \$1,074.53		Monthly	Payments 2	(Months) 48	\$2,644.06 (Includes a \$495.00 Securitization Fee)	
TERMS/CONDITIONS Lessee, based upon Lessor's	S. Matrix Business preliminary investig	Capital and/or its assignees gations and discussions with	(hereinafter "Lessor") subm Lessee. This proposal super	its the proposed terms cedes any previous w	s and conditions herein to provio ritten or verbal offering made to	de lease financing to Lessee.
	es (other than the ta	ixes imposed on the net inc	ome of the Lessor), insuran		ly or indirectly to the transaction Lessee is responsible for certain	
					bove, and any other items appro the Equipment located within th	
due hereunder. The unders undersigned's obligation un Lessor shall have the right t	igned consents to an der this Guaranty. To pursue all legal res	d waives notice of any mod he undersigned further agree medies against Guarantor w	dification, amendment or ext es that in the event of default hich Lessor is entitled to pu	ension of the lease ar t by Lessee of any of the rsue against Lessee with	ons of the lease and the prompt dd this agreement without releas he terms or conditions of the lea ithout first exhausting such reme ntract to which Lessor and Lesso	sing or impairing the se or this agreement edies against Lessee
Note. T he I ease rate and	o ther t erms q uoted the event that mater	are s ubject t o ch ange i n t ial information/diligence ite	he ev ent s uch T reasury N ems are not disclosed or ther	otes yields fluctuate r	interest rate tied to the correspond or than ten (10) basis point e change in the Lessee's credit	ts prior to the lease
	the State of Californ	nia. The Lessee submits and			n the State of California and sh ns or causes of action arising ou	
the indicated payment due of date and at the office of Les by the Lessee, which shall be agreement, each as noted ab and e xpense in considering documentation and informa request) to provide final apthen the Initial Deposit will supply the required documentation of the Lessee or a does not provide final approvide final approximations and the first final approximation of the Lessee or a final approximation and f	late immediately follows or or to such other to applied to the Advove. This proposal is a not processing the tion required by Les proval as noted above be considered a proents and information or Guarantor, or if a total as noted above to a such as noted above to the considered a proents and information or Guarantor, or if a total as noted above to the considered a proents and information and the considered a proents and information and the considered as the	lowing the Equipment accepterson or place as Lessor mance Payments and to the State subject to receipt of final of a lease transaction, Lessee sor from Lessee (which doctors are provides final occasing fee earned by Lessor or other transaction) are quired by Lessor or other manufactured by Lessor or other manufacture	otance date (the "Commence ay designate in writing. The ecuritization Fee which is not documentation and final Equa grees that L essor shall have umentation and information approval and Lessee does not. The Initial Deposit shall erwise comply with the term on is made by Lessee in commit referenced above, and L	ment Date"). Lessee Initial Deposit noted on-refundable and full ipment/credit approva ave t wenty (20) busin Lessee shall provide to fulfill its commitm be retained as liquidates of this agreement, anection with the docuessee revokes its acce	sted in the payment schedule and shall pay Lessor said payments above is required upon acceptary earned by Lessor upon Lessee I by Lessor. In consideration of ness d ays from the d ate of Le to Lessor within seven (7) businent with respect to completing ted damages by Lessor in the ethere is a material adverse chaments and information provided ptance in writing thereafter, Les thirty (30) days of Lessee's writ	on or before the dunce of this agreement's acceptance of this Lessor's time, effor ssor's receipt of a less days of Lessor's he lease transaction went Lessee does no ange to the financial to Lessor. If Lesso see's Initial Deposit
2A of the Uniform Commer	cial Code. Lessee a	cknowledges and agrees that	Lessee shall select both: (1)	the Equipment; and (all qualify as a Statutory Finance 2) the Supplier from whom Less Supplier, and Lessor has not sel-	sor is to purchase the
LESSEE ACCEPTANG Authorized Signature X	plus	Sleng		Date	12/1/09	
LESSOR ACCEPTANG Authorized Signature X		ieji, CEO		Date		