



Matrix
BUSINESS CAPITAL

401 East Ocean Boulevard, Suite 401
Long Beach, CA 90802
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Alfredo.Moran@matrixbusinesscapital.com

Facsimile Transmittal

To:	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
Re:	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.

1. 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.



Lessee's Legal Name: La Paz Community Health Care Center, Inc.

Lessee's Address: 530 San Pedro Ave San Antonio Bexar Texas 78212
Address City County State Zip

Signor's Name: Adediran Adedeji Title: CEO Phone No: (210) 697-5700

EQUIPMENT DESCRIPTION

Quantity, Description, Model No., Catalogue No., Serial No., or Other Identification

Two Vans
 Master Lease Line of Credit Not to Exceed \$42,000.00

TERMS OF LEASE / PAYMENT SCHEDULE

AMOUNT OF EACH PAYMENT (plus sales tax, if applicable)	TERM TYPE	No. of Advance Payments	NET TERM (Months)	INITIAL DEPOSIT \$2,644.06 (Includes a \$495.00 Securitization Fee)
\$1,074.53	Monthly	2	48	

- 1. TERMS/CONDITIONS.** Matrix Business Capital and/or its assignees (hereinafter "Lessor") submits the proposed terms and conditions herein to provide lease financing to Lessee, based upon Lessor's preliminary investigations and discussions with Lessee. This proposal supercedes any previous written or verbal offering made to Lessee.
- 2. TYPE OF LEASE.** The lease shall be a triple net lease, whereby the Lessee is responsible for all expenses related directly or indirectly to the transaction, including, but not limited to, maintenance, taxes (other than the taxes imposed on the net income of the Lessor), insurance coverage, etc. The Lessee is responsible for certain indemnifications, including, but not limited to, indemnifications against all hazards, liabilities, damages and risks of loss.
- 3. EQUIPMENT.** The personal property that is the subject of the lease (the "Equipment") shall consist of the items noted above, and any other items approved by Lessor. Soft costs including installation freight, software, and services will be limited to 20% of finance amount. The Company shall keep the Equipment located within the continental United States.
- 4. PERSONAL GUARANTY.** The undersigned unconditionally guarantees Lessee's performance of all terms and conditions of the lease and the prompt payment of all sums due hereunder. The undersigned consents to and waives notice of any modification, amendment or extension of the lease and this agreement without releasing or impairing the undersigned's obligation under this Guaranty. The undersigned further agrees that in the event of default by Lessee of any of the terms or conditions of the lease or this agreement, Lessor shall have the right to pursue all legal remedies against Guarantor which Lessor is entitled to pursue against Lessee without first exhausting such remedies against Lessee. Furthermore, the undersigned guarantees payment and performance of Lessee's obligations due or to become due under any contract to which Lessor and Lessee are parties.

INITIALS
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- 5. RENTAL ADJUSTMENT.** The lease rates and other terms quoted in this proposal have been calculated, in part, using an interest rate tied to the corresponding U.S. Treasury Note. The lease rate and other terms quoted are subject to change in the event such Treasury Note yields fluctuate more than ten (10) basis points prior to the lease Commencement Date, or in the event that material information/diligence items are not disclosed or there is a material adverse change in the Lessee's credit or a determination is made by Lessor that Lessee's creditworthiness does not support the proposed terms.
- 6. LEGAL.** This Lease Offer shall be considered to have been made in the City of Long Beach, County of Los Angeles, in the State of California and shall be interpreted in accordance with the laws of the State of California. The Lessee submits and consents to the exclusive jurisdiction of any claims or causes of action arising out of this offer in any State or Federal Court located in the State of California.
- 7. LEASE PAYMENT - INITIAL DEPOSIT.** The lease payments for the Equipment leased shall be in the amount designated in the payment schedule and shall commence on the indicated payment due date immediately following the Equipment acceptance date (the "Commencement Date"). Lessee shall pay Lessor said payments on or before the due date and at the office of Lessor or to such other person or place as Lessor may designate in writing. The Initial Deposit noted above is required upon acceptance of this agreement by the Lessee, which shall be applied to the Advance Payments and to the Securitization Fee which is non-refundable and fully earned by Lessor upon Lessee's acceptance of this agreement, each as noted above. This proposal is subject to receipt of final documentation and final Equipment/credit approval by Lessor. In consideration of Lessor's time, effort and expense in considering and processing the lease transaction, Lessee agrees that Lessor shall have twenty (20) business days from the date of Lessor's receipt of all documentation and information required by Lessor from Lessee (which documentation and information Lessee shall provide to Lessor within seven (7) business days of Lessor's request) to provide final approval as noted above. If Lessor provides final approval and Lessee does not fulfill its commitment with respect to completing the lease transaction, then the Initial Deposit will be considered a processing fee earned by Lessor. The Initial Deposit shall be retained as liquidated damages by Lessor in the event Lessee does not supply the required documents and information required by Lessor or otherwise comply with the terms of this agreement, there is a material adverse change to the financial condition of the Lessee or any Guarantor, or if any material misrepresentation is made by Lessee in connection with the documents and information provided to Lessor. If Lessor does not provide final approval as noted above within the twenty (20) day limit referenced above, and Lessee revokes its acceptance in writing thereafter, Lessee's Initial Deposit, less processing and due diligence expenses incurred by Lessor in considering the transaction, will be returned to Lessee within thirty (30) days of Lessee's written request.
- 8. STATUTORY FINANCE LEASE.** Lessee agrees and acknowledges that it is the intent of both parties that the Lease shall qualify as a Statutory Finance Lease under Article 2A of the Uniform Commercial Code. Lessee acknowledges and agrees that Lessee shall select both: (1) the Equipment; and (2) the Supplier from whom Lessor is to purchase the Equipment. Lessee acknowledges that Lessor has not participated in any way in Lessee's selection of the Equipment or of the Supplier, and Lessor has not selected, manufactured, or supplied the Equipment.

LESSEE ACCEPTANCE
 Authorized Signature X
 Adediran Adedeji, CEO

Date 12/1/09

LESSOR ACCEPTANCE
 Authorized Signature X _____

Date _____