

Proposal of fees for 10mm Acquisition of [REDACTED] by [REDACTED]

Terms: 10 years; LIBOR PLUS 2%, 1.5% Client Equity Participation

**Trustee & Loan Servicing Fees:**

**Acceptance fee:** \$120,000.00 ✓

(Includes internal review of Indenture and transaction documents, delivery of Form T-1, securities acceptance/delivery for issuance in global form, set-up of accounts, ticklers, controls and procedures)

**Annual Administration fees:** \$10,000.00 ✓ DUE YEARLY?

(Payable in Advance, annually)

Covers the normal administration of the transaction, including the maintenance of the Trustee's records and the duties and functions under the Indenture.

**Registrar & Paying Agent Fees:**

**Acceptance fee:** \$10,000.00 ✓

**Annual Agency fees:** \$10,000.00 ✓ DUE YEARLY?

(Payable in Advance, annually)

Covers the posting and maintaining accounts for registered holders, including posting of debits and credits, change of address, retention of account information, and out of pocket expenses relative to above mentioned activities. Includes custody of Global Note(s).

**Escrow Agent:**

**Annual Administration fee:** waived

As an Issuer you may not have earmarked all of the issuance proceeds at the time of closing. By entering into an Escrow Agreement with TPIB you may have your issuance proceeds invested in highly rated institutional money market funds until they are to be disbursed. Under the Escrow Agreement TPIB, as Escrow Agent, will invest and make wire disbursements.

Legal counsel expenses: At Cost  
Background Searches as per the requirements of the Patriot Act At Cost

## Terms & Conditions

**Borrower:** [REDACTED], LLC, a Florida limited liability company d/b/a [REDACTED]

**Lender:** TecPro Investment Bank

**Business Location:** 286 County Home Road  
Taylorsville, North Carolina 28681

**Asset:** [REDACTED] Furniture Company and without limitation, the brand and all associated lines, the real estate, the manufacturing plant, the equipment, the employees, all other monetary assets and "hand-picked" liabilities, and inventory, all fully operational as outlined in the Business Plan.

**Proposed Loan Amount:** \$10,000,000.00

**Term:** 120 months

**Conditions and Structure:**

1. Lender must complete its due diligence timely in order for Borrower to achieve desired closing date. Copies of any third party reports in Borrower's possession will be furnished upon request. **→ WHAT ELSE WILL BE NEEDED TO COMPLETE YOUR DD?**
2. Borrower will relinquish 10% percent ownership of the company to be held by the lender until such time Borrower has repaid the loan in full. **OK**
3. Borrower will pay LIBOR PLUS 2% interest rate for the term of the loan. **- CAN WE HAVE 90 DAYS INTEREST FREE FOR STABILIZATION? THEN ONE YEAR INT. RESERVE?**
4. No prepayment penalty or exit fee if loan paid in full prior to its' maturity. **CAN WE DO PARTIAL PAYDOWNS DURING THE TERM?**
5. Borrower shall sign personal guaranty. **JOINT + SEVERAL? OR 50% MB + 50% CA?**

6. Legal fees born by Borrower. **AND TO BE PAID @ CLOSING!**
7. 6% Commission, Broker's or Finder's fee to be addressed under separate agreement between Borrower and Broker or "Finding" entity. - **NAMELY CLEARSIGHT FUNDING AND PAID AT CLOSING.**

**Closing Date:**

On or before September 1st, 2010

**Caveats:**

- This proposal is subject to satisfactory documentation review of the transaction as well as our own internal credit, conflict and approval process for both new transactions and new clients.
- All documentation will be subject to California or North Carolina law.
- We reserve the right to take separate legal advice during documentation review. As Trustee we also reserve the right to take legal advice during the life of the transaction as circumstances warrant. In the event legal charges are incurred, these charges are your sole responsibility.
- If the aforementioned transaction should fail to close for reasons beyond our control, we reserve the right to charge our acceptance fee plus reimbursement for legal fees and costs associated with due diligence on the transaction.
- You are responsible for extraordinary expenses and fees for the performance of services not contemplated at the time of the execution of the documents or not specifically covered in this proposal. Such extraordinary fees and expenses include, but are not limited to those arising from Bondholder meetings, activities relating to default and workout situations, and amendments and releases.
- A cash account utilizing institutional money market, mutual funds will be established in the event that such an account is required. - **DON'T UNDERSTAND THIS**
- We reserve the right to review our fee arrangement should circumstances warrant.

**CAN YOU ELABORATE ON THIS?**

## Notice of Acceptance

Should you have any questions regarding this proposal please contact:

Joseph Maree  
Senior Vice President & USA Director of Operations  
TecPro Investment Bank, USA  
(917) 642-6301 mobile  
josephmaree@gmail.com

Please indicate your acceptance to the above fee proposal and caveats by signing in the space provided below.

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

Company name: \_\_\_\_\_

Date: \_\_\_\_\_

Upon acceptance and signature, there is a 50% deposit required - **IS THIS AMOUNT ESCROWED W/ TECPRO COUNSEL AND DRAWN UPON AS NEEDED W/ NOTICE**

This signed copy should be returned via facsimile/email to the contact listed above.

Thank you.

**TO BORROWER? BALANCE FUNDED AT CLOSING? AND  
WILL THIS TERM SHEET BE CONVERTED TO A  
BINDING COMMITMENT TO LEND ONCE  
EXECUTED?**