



March 15, 2013

Bryan Kastleman  
President of General Partner  
Hill Country Hillside Ltd.  
2714 Bee Cave Rd. #204  
Austin, TX 78746

Dear Bryan:

Hill Country Hillside Ltd. ("Lessee") has solicited bids and quotations for the leasing of Personal Property. Ability Capital Solutions and/or its assignee(s) ("Ability") has proposed a leasing arrangement to Lessee at such rates, terms and conditions as are acceptable to Lessee. It is the intent of Lessee to formally offer to Ability to lease the Personal Property pursuant to the following terms and conditions:

<b>Lessor:</b>	Ability
<b>Lessee:</b>	Hill Country Hillside Ltd.
<b>Guarantors:</b>	Bryan Kastleman
<b>Credit Facility:</b>	Master Lease Line of Credit
<b>Lease Property:</b>	Mobile Homes, Furniture, cost associated with delivery and set up of mobile homes & other soft costs.
<b>Lease Property Cost:</b>	\$200,000.00
<b>Term:</b>	60 Months
<b>Payment Amount:</b>	\$3,797.18
<b>Advance Payment(s):</b>	2
<b>Securitization Fee:</b>	\$2,000.00

**Rental Adjustment:** The lease rates quoted in this proposal have been calculated, in part, using an interest rate tied to the corresponding U.S. Treasury Note. The lease rate quoted is subject to change in the event such Treasury Notes yields fluctuate more than ten (10) basis points prior to the lease commencement date or where there is a material adverse change in the Lessee's credit.

- Type of Lease:** The lease would be a triple net lease, whereby the Lessee would be 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 would be responsible for certain indemnifications including, but not limited to, indemnifications against all hazards, liabilities, damages and risks of loss.
- Documentation:** Lease Documentation will be Ability's standard lease documentation reflecting the terms and conditions of this Letter of Intent.
- Reliance on Commitment:** Lessee agrees to provide Ability with a Deposit (the "Deposit") in the amount of the Securitization Fee plus the Advance Payment(s) concurrently with the signing of this lease offer. In consideration of Ability's time, effort and expense in considering and responding to Lessee's offer herein, this offer shall be firm and irrevocable for twenty (20) business days from the receipt by Ability of all documentation and information required by Ability. Should Ability approve this lease offer, the Advance Payment(s) shall be applied to the Lease transaction. In the event Ability accepts this offer and Lessee does not fulfill its commitment with respect to completion of the terms and conditions of this Letter of Intent, then the Deposit will be considered a processing fee earned by Ability. The Deposit shall be retained as liquidated damages by Ability if the Lessee does not supply the documents and information required by Ability or otherwise comply with the terms of this lease offer, there is a material adverse change in Lessee's or any guarantor's financial condition (as determined in the discretion of Ability) or if any material misrepresentation is made by the Lessee in connection with the documents and information submitted to Ability. If this offer is not accepted and approved by Ability within the twenty (20) day limit referenced above and Lessee revokes said offer in writing thereafter, the Securitization Fee shall be non-refundable and the Lessee's Advance Payment(s) will be returned in full within thirty (30) days of Lessee's written request.
- Financial Information:** Lessee will provide financial statements and other business and financial information required by Ability within seven (7) business days of Ability's request.
- 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.

Ability's review of this Lease Offer does not represent a commitment or offer by Ability to enter into the proposed transaction. A commitment would be subject to Ability's due diligence and credit approval and would be evidenced by Ability's signed written approval. Ability will notify the Lessee in writing of its approval. This transaction, if approved, is contingent upon the successful execution of all required final documentation.

Upon receipt of an executed copy of this letter along with the required Deposit in the form of a COMPANY CHECK in the amount of \$9,594.36 Ability will finalize its due diligence of this transaction.

We at Ability Capital Solutions look forward to pursuing a mutually beneficial relationship. In the event that any questions arise, please do not hesitate to contact me at 562-472-0510.

Sincerely,

*Brian Acosta* 3-18-13

Brian Acosta  
Equipment Finance Specialist

Accepted By: *[Signature]*

Printed Name: *Bryan Eastman*

Title: *President of General Partner*

Date: *3-15-13*