

November 13, 2014

SCS Industries, Inc.
17682 Metzler Ln.
Huntington Beach, CA 92647
Attn: MartinHughes

Dear Martin,

We are pleased to submit the following proposal whereby the Lender described below would provide term loan financing to SCS Industries, Inc. (the "Borrower"). This proposal is subject to the following terms, conditions and contingencies:

Basic Terms and Conditions

- Lender:* Integrity Financial Groups, and/or its affiliates, designees, nominees or assigns.
- Borrowers:* SCS Industries, Inc. or a subsidiary thereof acceptable to Lender in its sole discretion.
- Guarantors:* SCS Industries, Inc., Martin Hughes
- Loan Type:* Term Loan
- Equipment:* See Schedule A
- Loan Amount:* \$50,000
- Loan Term:* 36 months
- Down Payment:* Twenty-Five Percent (25%)
- Monthly Payment:* \$1,660.72
- Representations and Warranties:* The Loan shall contain customary representations and warranties of the parties.

Documentation:

All documents and instruments will be prepared by Lender's counsel, other than required notices and third-party consents.

Non-Binding Effect:

Lender and Borrower acknowledge that this proposal letter is intended as an outline only and does not purport to summarize all of the conditions, covenants, representations, warranties and other provisions that would be contained in the definitive legal documentation for the proposed transaction. Except with respect to the matters described in the Binding Provisions below (which shall be binding on Lender and Borrower immediately upon your acceptance of this proposal letter), this proposal letter is not intended to be, and shall not be deemed to be, or construed as, a commitment by Lender to enter into the proposed transaction or to provide any other financial accommodation to Borrower, nor is countersignature of this proposal letter by Borrower to be taken as a firm commitment by Borrower to enter into the proposed transaction with Lender. Any commitment by Lender to enter into the proposed transaction will be subject to the conditions set forth in sections of this proposal letter entitled "Lender Contingencies", which include, among other matters, the negotiation, execution and delivery of definitive documents relating to the proposed transaction in form and substance satisfactory to Lender and Borrower, and the acquisition of the Equipment by Lender as described above.

The following paragraphs of this proposal letter (the "Binding Provisions") are the legally binding and enforceable agreements of Lender and Borrower:

Underwriting Expenses and Deposit:

Upon execution of this letter, Borrower will provide an underwriting deposit of \$3,821.43 (the "Underwriting Deposit"), \$500 of which will be deemed earned by Integrity Financial Groups at the time of signing of this letter and against which will be charged any amounts Borrower owes to Lender or third parties for costs, fees and/or expenses related to the transaction. The balance of the Underwriting Deposit (net of the expenses) will be: (i) returned to Borrower if Lender elects not to commit to the financing or (ii) applied to the cost, fees and expenses owing by Borrower upon approval, commitment and processing of the loan, upon closing of the Term Loan any remaining funds retained by Lender as an earned fee. In the event that the Borrower elects to finance the transaction with funds provided by anyone or any institution, other than those designated by Lender (upon approval), or the Loan Facility fails to close for any other reason, the Lender would retain the Underwriting Deposit as liquidated damages.

Confidentiality:

The terms and conditions of this proposal are confidential, and may not be disclosed by Lender, or Borrower to any third party without the prior written consent of the other parties to this transaction, save for Lender's, or Borrower's respective brokers, legal advisers, bankers or consultants or where disclosure is required by law.

Acceptance:

This proposal may be accepted by returning an executed copy of this letter to the undersigned prior to the expiration date.

Proposal Expiration Date:

November 14, 2014

Thank you for allowing us the opportunity to prepare and present this transaction to you.

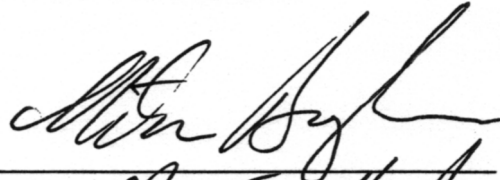
Sincerely,

Integrity Financial Groups

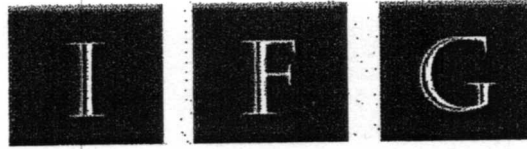


Dallin Hawkins
Director of Sales

Agreed and Accepted by



By: Martin Hughes
Title: Pres.



INTEGRITY | FINANCIAL | GROUPS

WIRE TRANSFER INSTRUCTIONS

Company Name: Integrity Financial Groups

Address: 612 North Main Street
Alpine, Utah 84004

Phone: 801-386-8174

Bank Name:	JPMorgan Chase Bank
Bank Account Number:	618132281
Routing Number:	124001545
Amount of Wire:	\$3,821.43

Dallin Dallin Hawkins

*Hope u can HELP
Recover*

*TKS
MAY 714 847 1416*