

## **Ken Goodman**

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**From:** Ken Goodman  
**Sent:** Monday, June 08, 2009 12:29 PM  
**To:** 'rmcdougal@astinpartners.com'  
**Subject:** Lynntech  
**Attachments:** image001.jpg

Randy:

When we spoke Friday, I indicated I would review the file today and advise you of the relevant wording which permits us to keep the deposit/commitment fee along with other information which might be relevant.

- 1- The "Adjustments" clause says in part "(the payment quoted) is based on Providence's present cost of money. In the event said money cost should change prior to funding this lease, Providence reserves the right to make a corresponding change in the monthly rental amount." Our cost of money changed when the request changed from one large deal to several smaller ones.
- 2- The deposit/commitment fee section says in part that the deposit/commitment fee "becomes an earned fee upon Providence's approval of the transaction ..... whether or not lessee consummates the lease." You didn't consummate the transaction.
- 3- For the record, the proposal was signed by Mr. Canton on behalf of Lynntech, not Scott.
- 4- We had been working on this with Scott and advised him that due to the significant losses on the guarantor's personal financial information, we would not be able to do the \$500k transaction but that we believed we could get lesser amounts approved on an "Application Only" basis (no financial statement review). Those would be in \$50k to \$100k increments and would no doubt be at higher rates. He told us to proceed. We also asked for additional financial information at that time (mid April).
- 5- On April 30 we received an email from you providing us with the information we had requested from Scott and further stating "I'm working this on Scott's behalf." Thus we had no reason to believe that you were not aware of previous conversations including the fact that rate structures had changed.

Based on the foregoing, the fee is clearly earned by Providence and we cannot issue a refund. However, we have offered (absent any requirement to do so) to apply the deposit amount to any future transaction we are able to do for you within the next year.

Please call me if you have any questions on this. We do indeed look forward to working with you in the future.

### **Ken**

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