

March 2010

Dear Doctor,

Due to various questions which have arisen regarding the Brican America matter, Professional Solutions Financial Services has prepared this summary for your review and information.

**Professional Solutions Financial Services
Summary of Brican America Matter**

Professional Solutions Financial Services (PSFS) entered into a vendor agreement with Brican America (Brican) in August 2005. PSFS's sole involvement with Brican was to provide lease financing to Brican customers who wished to purchase an "Exhibeo" system, and who had adequate credit to qualify for lease financing. The Brican Exhibeo system was comprised of various items, including a monitor, computer, video camera and specialized informational videos regarding health issues and medical care. The Exhibeo system operates on a stand alone basis and needs no ongoing support to PSFS's knowledge. PSFS did not have any other business relationship with Brican.

In April of 2009, a whistleblower (a former Brican salesperson) contacted PSFS to express concerns that Brican was operating a fraudulent scheme that might ultimately harm PSFS and its Lessees. The issue he raised centered on the use of a so-called "Marketing Agreement" which Brican customers were offered on behalf of a company called Viso Lasik Medspas, Inc. ("Viso"), (which is owned by the same owners as Brican). The whistleblower confirmed that Brican's sales staff was instructed to offer the Marketing Agreement to every potential Lessee of the Exhibeo system, regardless of where the Lessee was located in the United States.

Pursuant to this Marketing Agreement, Brican promised the Lessee advertising fees in exchange for advertising Viso Medspas 10% of the time on their Exhibeo system. These fees were almost identical to the Lessee's lease payment to PSFS. Thus, Brican's sales staff promoted the Marketing Agreement as making the Brican customer's lease obligation virtually free. Prior to being contacted by the whistleblower, PSFS had been aware that some form of a Marketing Agreement was being used by Brican in limited instances, and were assured by Brican that only some of Brican's customers had been offered a Marketing Agreement. PSFS was not party to any Brican/Viso Marketing Agreement.

In April 2009, based on the information received from the whistleblower, and a subsequent meeting with Brican's principals, PSFS learned that the Marketing Agreement had been executed by virtually all of Brican's customers/PSFS's lessees, regardless of where the Lessee was located. Based on the terms of the Marketing Agreement, for each sale that Brican made they were incurring an obligation to their customers (and thus PSFS's Lessees) in an amount larger than what PSFS funded on behalf of the Lessees when they acquired an Exhibeo system. In short, Brican could only stay in business by continuing to originate new sales (and receiving the upfront payment by the funding source) to pay for its existing obligations to its customers. Thus, PSFS immediately discontinued funding any leases.

With this knowledge, PSFS took two forms of action. PSFS sued Brican for breach of contract in Federal Court in Miami in May of 2009. (The pleadings, motions and submissions in this case can be found online through the Federal Court's website at <http://pacer.psc.uscourts.gov/>.) The core of the lawsuit centered on

Brican's failure to provide PSFS with each of the Marketing Agreements that Brican had entered into with Brican's customers. The Vendor Agreement between PSFS and Brican required that Brican supply PSFS with any other existing agreement that affected either the lease or the Exhibeo system. The Marketing Agreement obviously fell into this category; Brican did not do so. Indeed, a Brican employee testified at a deposition that to the extent that PSFS received a Marketing Agreement, it did so only because someone at Brican sent it to PSFS in error.

In June of 2009, PSFS contacted the Federal Bureau of Investigation and the United States Department of Justice in Miami, Florida to notify them of what PSFS believed to be unlawful activity. At that time, these agencies advised that there was not any action they could take against Brican because they did not feel anyone had been harmed.

In January 2010, Brican publicly announced that it would not make any further payments to its customers pursuant to the Marketing Agreement because of a lack of funds and "market conditions", and that it would also not honor any provisions of the Marketing Agreement.

In late February 2010 PSFS settled its lawsuit with Brican prior to trial as it believed based upon information available to it, continuing to spend a large amount of money on legal fees to pursue a judgment against an apparently insolvent company simply did not make business sense.

The lease financing agreements between PSFS and the lessees are and always have been completely separate and independent from any Marketing Agreement that the lessee may have entered into with Brican. PSFS never authorized anyone associated or affiliated with Brican to make any representations on its behalf. Any suggestion that the PSFS leases and/or any leases which were assigned to PSFS, and the Brican Marketing Agreements operated as "one" agreement is entirely false and without merit. Additionally any representation that if Brican stopped making payments pursuant to the Marketing Agreement that the Lessee could discontinue their lease payments to PSFS was and is also false.

While PSFS regrets the difficulties Brican's customers are facing due to discontinuance of the advertising payments from Brican, PSFS did however fund 100% of the equipment price as negotiated between Brican and the Lessee. PSFS cannot forgive or release any Lessee's lease obligation, but will certainly attempt to be flexible in working with the Lessees on repayment of their lease contract.

If a Lessee wishes to speak directly with PSFS personnel regarding repayment of their lease contract, please contact PSFS Customer Service at 800-455-7552.