

Cambridge Capital Partners, LLC.

Letter of Interest

Date: 8/17/2011

Michael Borci
Fifth Third Securities
201 E. Kennedy Blvd. Suite 2000
Tampa Fl. 33602
Michael.Borci@53.com
For Michael Bennett

Dear Mr. Bennett:

The Sponsors (defined herein) have requested that CCP, LLC, and/or its loan participants, investors, affiliates, subsidiaries, designees or assigns (as determined by CCP, LLC. in its sole discretion, and as applicable for the particular Loan, the “Lender” and collectively, the “Lenders”) consider providing the financing set forth herein secured by, among other things, a letter of credit and a pledge of all of the ownership interests in the Borrower, all as set forth herein.

Cambridge Capital Partners, LLC, (CCP) has received and reviewed certain limited information you have forwarded to us with respect to your one million fifty thousand dollar loan request (the “loan”). We are pleased to advise you of our interest in pursuing this opportunity further, subject to the terms and conditions set forth herein. **This term sheet will expire 5 days from date of issue.**

Borrower: An entity acceptable to CCP.

Lender: Cambridge Capital Partners, LLC., their partner, affiliate or assigns

Amount: Net of 1,050,000 million dollars to the borrower

Collateral: Letter of credit

Loan Term: 6 Months from closing

Repayment: Prior to or 6 months from funding. No prepayment discount

Rate: 15% fully earned by lender at funding

Brokerage Fee 3%

Expense Deposits: \$5,000.00 for legal not to exceed \$7,500 for a letter of credit.

Due Diligence: On an expedited basis; To begin on receipt of wire.

Closing: **TIME BEING OF THE ESSENCE.**

Please acknowledge your acceptance of the terms and conditions described herein by faxing CCP an executed copy of this letter and wiring the expense deposit required to the coordinates below. Once receipt is confirmed, we will immediately commence the due diligence process. All due diligence will be conducted on an expedited basis.

This Term Sheet does not impose any obligation on the Lender to make the loan. The loan may be re-configured based on due diligence to the satisfaction of the lender. Closing is subject to satisfactory results of due diligence and completion of legal documentation satisfactory to the lender.

Sincerely,

Cambridge Capital Partners, LLC

By: _____
Doug Thaler
Partner

Accepted and Agreed:

Accepted and Agreed:

Individually and as Guarantor

By: _____

By: _____

WIRE TRANSFER INSTRUCTIONS – IOLA ACCOUNT

TARTER KRINSKY & DROGIN LLP
1350 BROADWAY, 11TH FLOOR
NEW YORK, NEW YORK 10018
(212) 216-8000

Account Name:	Tarter Krinsky & Drogin LLP IOLA Account
Bank:	Citibank, N.A., Branch No 26 1 Park Avenue New York, New York 10016
Account No.	085063873
ABA Routing No.	021001486
SWIFT	CITI US 33
Special Note:	Bennett loan