

CITY NATIONAL BANK

The way up.®



Presented to:

El Camino Real Alliance

Presented by:

Sharon Dababneh,

Sr. Business Banking Relationship Manager

10/1/19

10/01/2019

Alan Darby
El Camino Real Alliance
5440 Valley Circle Blvd
Woodland Hills 91367

Re: Letter of Interest – Credit Accommodations

Dear Mr. Alan Darby,

Thank you for choosing City National Bank as your financial solutions provider. I understand the demands of managing a growing business and welcome the opportunity to provide financial solutions so you can focus on running your business.

In addition to the credit accommodations outlined in this Letter of Interest, City National Bank offers a customized suite of product solutions to help you manage your daily business banking needs, as well as an array of financial management services to help you achieve your business and personal goals.

Credit and Lending

The right type of credit and structure for your financing needs, including: commercial real estate loans, credit lines, term loans, equipment loans and leases, City National Visa® Commercial Card with City National Rewards®, and SBA lending. City National is a preferred SBA lender.

Treasury Management and Fraud Protection Services

Solutions tailored to your business needs that can help accelerate your deposits, manage your payments and consolidate your funds for the greatest amount of control possible, and services that can help you greatly reduce the chances that fraud will impact your business.

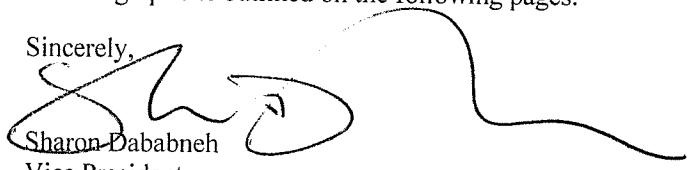
International and Trade Finance Services

Our team of foreign exchange advisors and international trade specialists can help you maximize profits and convenience while minimizing risk of international payments, foreign exchange, and trade financing.

For nearly 60 years, City National has helped entrepreneurs, professionals, their businesses and their families advance their growth through highly personalized financial solutions on The way up®. You'll benefit from a team of experienced professionals dedicated to providing you with award winning customer service and customized solutions.

As your primary relationship manager, I look forward to meeting with you to review and discuss the financing options outlined on the following pages.

Sincerely,



Sharon Dababneh
Vice President
Sr. Business Banking Relationship Manager
Greater Los Angeles Region
(818) 227-4334

Letter of Interest – Credit Accommodations

City National Bank (“CNB” or “Bank”) is pleased to express its interest in considering providing the credit accommodation(s) outlined below to El Camino Real Alliance. This letter is for discussion purposes only and is not intended to constitute a commitment or offer to lend on the part of Bank, but only to outline for discussion purposes the credit accommodation(s) that Bank is interested in considering at this time.

Credit Accommodation:	Revolving Line of Credit
Amount:	\$5,000,000
Purpose:	Working capital
Term:	2 years
Interest Rate:	Prime + 0%
Loan Fee:	\$0 Processing Fee \$2500 Origination Fee
Repayment:	Interest payable monthly. Payments may be automatically debited from a City National Bank checking account in the name of Borrower. Principal due at maturity.
Collateral:	A perfected security interest of first priority in all personal property of Borrower, including without limitation, inventory, equipment, accounts receivable and general intangibles. All costs associated with perfecting the security interest in the Collateral shall be borne by Borrower.

Performance Covenants

Borrower must maintain a minimum Liquidity (cash/equivalent) of not less than \$5,000,000 to be monitored on a quarterly basis.

Borrower will maintain minimum profitability of \$1 based on the "Cash Flow from Operations" in a rolling 12 month period. This will be determined on a consolidated basis for Borrower and means the sum of (a) net income after taxes and before extraordinary items earned over the twelve month period ending on the date of determination, plus (b) amortization of intangible assets, plus (c) interest expense, plus (d) depreciation expensed during the twelve month period ending on the date of determination.

Financial Reporting Covenants

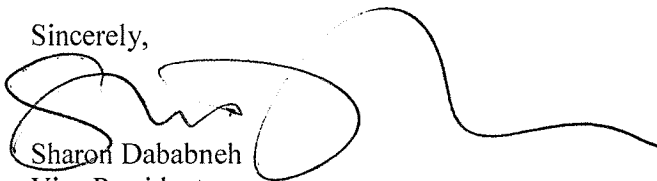
Signed copy of annual CPA audited unqualified annual financial statements within 180 days after fiscal year end for El Camino Real Alliance

Quarterly internally prepared financial statements for El Camino Real Alliance (to be submitted quarterly to the Bank within 60 days of quarter end)

This Letter of Interest is not meant to be, nor shall it be construed as, a commitment by Bank or any of its affiliates to extend credit to Borrower. It is intended to serve only as a basis for discussion of the credit accommodation(s) described above. It does not attempt to describe all the terms and conditions and loan documents that would pertain to the loan accommodation(s) described above, nor do its terms suggest the specific phrasing of particular provisions of the loan documents. Instead, it is intended to outline certain basic points around which the loan accommodation(s) could be structured. The loan accommodation(s) described above are subject to satisfactory examination by Bank of Borrower's books and records, including such due diligence as Bank deems necessary, Bank loan approval and documentation acceptable to Bank and its legal counsel. The loan documentation will contain certain conditions precedent to loan funds, representations and warranties, covenants (including financial covenants and reporting requirements), and events of default as determined by Bank.

The terms and conditions of this Letter of Interest will expire on November 29, 2019, unless Bank receives this letter duly executed by Borrower before such date.

Sincerely,



Sharon Dababneh
Vice President
Senior Business Banking Relationship Manager
Greater Los Angeles Region
(818)227-4334

ACKNOWLEDGEMENT OF BORROWER:

By signing below Borrower agrees to the terms and conditions contained in this Letter of Interest and agrees not to disclose, divulge, publish, disseminate or otherwise make available all or any portion of this letter to any person (including, without limitation, any other lender or representative of any other lender) other than the employees of Borrower who have a need to know its contents to perform their duties as employees and Borrower's legal counsel and accountant. You also agree to instruct such employee, legal counsel and accountant to hold the content of this letter in strictest confidence.

ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 20__.

Name of Borrower

By: _____

Title: _____

This Letter of Interest Expires on November 29 2019