



## Letter of Commitment

November 17, 2011

Mr. [REDACTED] Patel

President

[REDACTED] Inc.

[REDACTED]

Hammond LA 70403

(P) 870 [REDACTED]

(E) [REDACTED]@hotmail.com

Borrower: [REDACTED] Inc.

Project Name: [REDACTED] Inn

Location: Hammond LA

Description: 45 Room Hotel

Needs: Re Finance

Dear Mr. [REDACTED] Patel

ASTRA Capital Funding ("Lender") is pleased to offer financing for working capital purposes described in this Letter of Commitment [REDACTED] Inc. and Mr. [REDACTED] Patel ("Borrower").

This Letter of Commitment supersedes all prior correspondence, commitments, and oral and other communications relating to financing arrangements between Borrower and Lender.



A. S. Patel  
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The outline of this Letter of Commitment is as follows:

**Borrower:**

██████ Inc. and Mr. ██████ Patel ("Borrower").

**Lender:**

ASTRA Capital Funding or its affiliates, successors or assigns.

**Use of Proceeds:**

Proceeds of the Loan outlined herein will be used for the refinancing of project known as; 45 Unit ██████ Inn, Hammond LA

**Loan Amount:**

Loan Amount (Funding) is based on 80% of estimated Appraised Value of said property provided in this Letter of Commitment and will be adjusted accordingly upon ratification of updated and New Appraisal to be provided as agreed. Loan Amount (Funding) not to exceed (\$1,680,000 USD) One Million Six Hundred Eighty Thousand USD

**Appraised Value (estimated)**

(\$2,100,000 USD) Two Million One Hundred Thousand USD

**Funding: ASTRA 80%**

(\$1,680,000 USD) One Million Six Hundred Eighty Thousand USD

**Financing:**

Permanent:	4% Fixed / 20 Year Term
Amortized:	Over 20 years
Estimated Payment:	Monthly: Principal and Interest: <b>\$10,180.47</b>
Pre Payment Penalty:	None
First Loan Payment Due:	March 1, 2012

**Closing Costs:**

All closing costs shall be paid from loan proceeds

**Lending Fee:**

ASTRA 1% of total loan amount: (\$16,800) Sixteen Thousand Eight Hundred Dollars USD

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**Deposits:**

Two Hundred Thousand Dollars (\$200,000) USD; Has been deposited into escrow with Chicago Title (CTC) The Deposit shall be released and returned to "CLIENT" at closing.

**Collateral:**

Loan to be secured by the cash deposit (held in escrow) of Two Hundred Thousand Dollars (\$200,000) USD and a perfected 1<sup>st</sup> position lien on real estate including FF&E on subject property.

**Guarantor(s):**

██████ Inc. and Mr. ██████ Patel

**Insurance:**

"Borrower" to obtain all necessary insurances including but not limited to indemnification of ASTRA, builder's risk, general liability, workmen's compensation and property insurance in amounts accordance with standard operating procedures.

**Underwriting:**

We expect the Underwriting process will be confirmatory in nature and will include the documentation required. ASTRA must have access to the necessary resources to facilitate the due-diligence process. Updated New Appraisal to be ordered and provided.

**Timing:**

The anticipated Closing Date is to be approximately January 25, 2012, but in no event later than February 24, 2012

**Confidentiality:**

Each party acknowledges the confidential nature of this Letter of Commitment. In the course of the development, operation, analysis and review of the Project each Party may receive certain confidential information from or about Projects whether provided orally or in writing. All such information supplied by Parties or learned by Parties or its Representatives regarding the Projects is deemed Confidential.

**Structure of the Transaction:**

The construction of this project is to be structured as an asset of "Borrower"

**Equity Position:**

ASTRA will not seek to acquire an equity position in the project.

**Management:**

ASTRA will not require a seat on the Board of Directors for "Borrower"

**Right of First Offer:**

If and when, during the term of the Loan, Borrower seeks revolving working capital financing secured by its accounts receivable, Borrower will so notify Lender and permit Lender to make a proposal to provide such financing. Lender must reply to Borrower's notice within 15 days of the date of such notice, indicating whether Lender accepts for declines to make such proposal. Borrower will be required to accept Lender's proposal if the terms and conditions of the proposal are no less favorable to Borrower than any other proposal received by Borrower.

**Conditions Precedent to Lending:**

1. No material adverse change in the financial condition, operations or prospects of the Borrower prior to funding.
2. Completion of the documentation and final terms of the proposed financing satisfactory to Lender and Lender's counsel.
3. Results of all legal due diligence, including lien, judgment and tax search and other matters Lenders may request shall be satisfactory to Lender and Lender's counsel.
4. Lender shall receive a valid and perfected first priority lien and security interest in the Collateral and Lender shall have received satisfactory evidence that there are no liens on the Collateral except as expressly permitted herein.

**Additional Covenants:**

There will be no actual or threatened conflict with, or violation of, any regulatory statute, standard or rule relating to the Lessee, its present or future operations, or the Equipment.

**Conditions of Acceptance:**

This Letter of Commitment is intended to be a summary of the most important elements of the agreement to enter into a loan transaction with Borrower, and it is subject to all requirements and conditions contained in Loan documentation proposed by Lender or its counsel in the course of closing the Loans described herein. Not every provision that imposes duties, obligations, burdens, or limitations on Borrower is contained herein, but shall be contained in the final Loan documentation satisfactory to Lender and its counsel.



**Indemnity:**

Borrower agrees to indemnify and to hold harmless Lender, and its officers, directors and employees against all claims, damages, liabilities and expenses which may be incurred by or asserted against any such person in connection with or arising out of this letter and the transactions contemplated hereby, other than claims, damages, liability, and expense resulting from such person's gross negligence or willful misconduct.

**Law:**

This Letter of Commitment and the proposed Loan are intended to be governed by and constructed in accordance with Florida law without regard to its conflict of law provisions. All disputes arising in connection with this Letter of Commitment shall be finally settled under the rules of reconciliation and arbitration of the State of Florida. The place of arbitration shall be Orlando, Florida.

**Attorney Fees and Costs:**

In any action or proceedings to enforce this Agreement, whether in arbitration or in any proceedings at law or in equity to enforce any decision of the arbitrators as described herein the prevailing party shall be entitled to reasonable attorney fees and costs associated with such action, in addition the relief to which such party may be entitled.

**Authority:**

Each of the persons assigning or executing this Letter of Commitment does hereby personally and individually represent and warrant to each other party and signatory hereto that he is legally and contractually empowered to sign this Letter of Commitment.

**Expiration:**

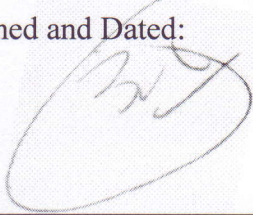
This Letter of Commitment shall expire on 5:00pm EST on Tuesday, November 22<sup>nd</sup> 2011 if an executed copy of this letter has not been received.



Upon satisfaction, please execute this letter in the space provided and return it to my attention so that we may proceed to the next step in the transaction process.

Please send all correspondence to [info@astracapitalfunding.com](mailto:info@astracapitalfunding.com)

Signed and Dated:



November 17<sup>th</sup> 2011

John B Ramsey

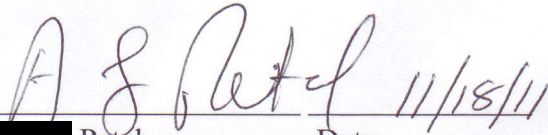
Date

President

Astra Capital Funding

[john@astracapitalfunding.com](mailto:john@astracapitalfunding.com)

407-608-0755



Mr. [REDACTED] Patel

Date:

President

[REDACTED] Inc.

