

1 MICHELLE A. CHIONGSON (SBN 221740)
michelleac@balboacapital.com
2 MARISA D. POULOS (SBN 197904)
marisa.poulos@balboacapital.com
3 **BALBOA CAPITAL CORPORATION**
575 Anton Boulevard, 12th Floor
4 Costa Mesa, California 92626
Tel: (949) 399-6303
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Superior Court of California,
County of Orange
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Clerk of the Superior Court
By Fawaz Oteju, Deputy Clerk

6 Attorneys for Plaintiff
BALBOA CAPITAL CORPORATION
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8 **SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE**
9 **CENTRAL JUSTICE CENTER**

10 30-2019-01054110-CU-CO-CJC

11 BALBOA CAPITAL CORPORATION, a)
California corporation)

12 Plaintiff,)

13 vs.)

14 OLYMPIA FAMILY MEDICINE LLC, a)
15 Virginia limited liability company; BERNICE)
16 NATALIE MUCIUS-PENHA, an individual;)
and DOES 1 through 10, inclusive,)

17 Defendants.)

CASE NO.: Judge Linda Marks

PLAINTIFF BALBOA CAPITAL CORPORATION'S COMPLAINT FOR:

1. **BREACH OF EQUIPMENT FINANCING AGREEMENT;**
2. **RECOVERY OF POSSESSION OF PERSONAL PROPERTY;**
3. **BREACH OF GUARANTY; AND**
4. **INDEBTEDNESS**

Amount sought is no less than \$197,304.72

18
19 Plaintiff BALBOA CAPITAL CORPORATION alleges as follows:

20 **PRELIMINARY ALLEGATIONS**

21 1. Plaintiff BALBOA CAPITAL CORPORATION (hereinafter referred to as
22 "BALBOA") is, and at all times herein mentioned was, a corporation duly organized and existing
23 under and by virtue of the laws of the State of California, with its principal place of business in
24 the City of Costa Mesa, County of Orange, State of California.

25 2. BALBOA is informed and believes, and thereon alleges, that Defendant
26 OLYMPIA FAMILY MEDICINE LLC, a Virginia limited liability company (hereinafter referred
27 to as "Defendant OLYMPIA") is, and at all times mentioned herein was, a Virginia limited
28 liability company doing business in the County of Chesterfield, State of Virginia.

1 3. BALBOA is informed and believes, and thereon alleges, that Defendant
2 BERNICE NATALIE MUCIUS-PENHA, an individual (hereinafter referred to as “Defendant
3 GUARANTOR”) is, and at all times herein mentioned was, an individual residing and doing
4 business in the County of Chesterfield, State of Virginia.

5 4. BALBOA is informed and believes, and thereon alleges, that Defendant
6 GUARANTOR is an officer, director, shareholder, agent and/or owner of Defendant OLYMPIA.

7 5. The true names and capacities, whether individual, corporate, associate or
8 otherwise, of the Defendants named herein as DOES 1 through 10, inclusive, are unknown to
9 BALBOA which, therefore, sues said Defendants by such fictitious names and BALBOA will
10 amend this Complaint to show their true names and capacities when the same have been
11 ascertained.

12 6. BALBOA is informed and believes, and thereon alleges, that each of the
13 fictitiously-named Defendants are liable to BALBOA as hereinafter alleged, and that BALBOA’s
14 rights against such fictitiously-named Defendants arise from such liability.

15 7. At all times mentioned herein, Defendants were the agents, servants and
16 employees of their Co-Defendants and, in doing the things hereinafter mentioned, were acting
17 within the scope of their authority as such agents, servants and employees, with the permission
18 and consent of their Co-Defendants.

19 8. The obligations sued upon herein are commercial in nature and the Complaint
20 herein is not subject to the provisions of California *Civil Code* Sections 1801, *et seq.* (Unruh
21 Retail Installment Sales Act) and/or California *Civil Code* Sections 2981, *et seq.* (Rees-Levering
22 Motor Vehicle Sales and Finance Act).

23 9. Pursuant to the Equipment Financing Agreement and Guaranty described herein
24 below, Defendant OLYMPIA and Defendant GUARANTOR agreed that the Equipment
25 Financing Agreement would be governed by the laws of the State of California and consented to
26 jurisdiction in the County of Orange. The Equipment Financing Agreement provides, in pertinent
27 part, as follows:
28

1 General. This EFA shall be governed and construed under the laws
2 of the State of California without reference to its principle of
3 conflicts of laws and is deemed to have been made and performed
4 in Orange County, CA. You submit to the jurisdiction of CA and
5 agree that the CA state courts and/or the United States District
6 Court for the Central District of California, Santa Ana Division,
7 shall have exclusive jurisdiction over any action or proceeding to
8 enforce this EFA or any action or proceeding arising out of this
9 EFA. You waive any objection based on improper venue and/or
10 forum non-conveniens.

11 **FIRST CAUSE OF ACTION**

12 (Breach of Equipment Financing Agreement Against Defendant OLYMPIA)

13 10. BALBOA incorporates Paragraphs 1 through 9, inclusive, of the Preliminary
14 Allegations herein as though set forth in full.

15 11. On or about April 6, 2018, BALBOA executed and delivered to Defendant
16 OLYMPIA a certain written Equipment Financing Agreement No. 269237-000 (hereinafter
17 referred to as the "EFA"), under the terms of which BALBOA loaned Defendant OLYMPIA the
18 principal sum of one hundred fifty-seven thousand nine hundred fifty dollars (\$157,950.00) in
19 order to finance equipment for its business (the "Collateral"). The EFA required Defendant
20 OLYMPIA to make six (6) initial monthly payments of \$99.00 and sixty (60) monthly payments
21 of \$3,538.81, payable on the fifth day of each month, beginning May 5, 2018. A true and correct
22 copy of the EFA is attached hereto as Exhibit "1" and incorporated herein by reference.

23 12. The last payment received by BALBOA was credited toward the monthly payment
24 due for December 5, 2018. Therefore, on or about January 5, 2019, Defendant OLYMPIA
25 breached the EFA by failing to make the monthly payment due on that date and, therefore, is due
26 for the January 5, 2019 through February 5, 2019 monthly payments. As of the date of the filing
27 of BALBOA's Complaint, there became due the sum of \$7,077.62. Defendant OLYMPIA's
28 failure to make timely payments is a default under the terms of the EFA.

1 In accordance with the EFA, and as a proximate result of Defendant OLYMPIA's
2 default thereunder, BALBOA declared the entire balance of the payments under the EFA to be
3 immediately due and payable to BALBOA. In addition, pursuant to the EFA, BALBOA is
4 entitled to recover all accelerated payments due under the EFA, discounted to their present value
5 at the discount rate of three percent (3%). Therefore, there became due the sum of \$185,173.32.

1 These amounts are exclusive of interest, attorneys' fees and costs, no portion of which sum has
2 been paid by Defendant OLYMPIA.

3 14. The terms of the EFA require Defendant OLYMPIA pay Prorated Rent.
4 Accordingly, pursuant to the EFA, Defendant OLYMPIA is liable to BALBOA for prorated rent
5 in the amount of \$3,118.56.

6 15. The terms of the EFA further provide Defendant OLYMPIA is liable to BALBOA
7 for costs incurred as a result of collection efforts. Field chase fees in the sum of \$190.00 are now
8 due and owing.

9 16. Additionally, the terms of the EFA provide that Defendant OLYMPIA is liable to
10 BALBOA for late charges on all payments not made in a timely manner. As of the date of the
11 filing of BALBOA's Complaint, late charges in the sum of \$1,273.98 are now due and owing.

12 17. The terms of the EFA further provide that Defendant OLYMPIA is liable to
13 BALBOA for any insurance required on the personal property. Insurance fees in the sum of
14 \$471.24 are now due and owing.

15 18. BALBOA has performed all of the terms, conditions, and covenants required to be
16 performed by BALBOA under the terms of the EFA, except as excused or prevented by the
17 conduct of Defendant OLYMPIA.

18 19. As a proximate result of Defendant OLYMPIA's breach of the EFA, BALBOA
19 has been damaged in the total sum of \$197,304.72, plus interest at the rate of ten percent (10%)
20 per annum from January 5, 2019 until the entry of judgment herein.

21 20. Under the terms of the EFA, Defendant OLYMPIA promised to pay all costs,
22 including reasonable attorneys' fees, incurred by BALBOA in the enforcement of the EFA.
23 Therefore, BALBOA requests the Court award BALBOA its reasonable attorneys' fees and costs.

24 **SECOND CAUSE OF ACTION**

25 (Recovery of Possession of Personal Property Against All Defendants)

26 21. BALBOA incorporates Paragraphs 1 through 20, inclusive, of the Complaint
27 herein as though set forth in full.

28

1 22. Following a default thereunder, the terms of the EFA provide that BALBOA is
2 entitled to recover immediate possession of the Collateral for disposition under the terms of the
3 EFA.

4 23. Although BALBOA has demanded that Defendant OLYMPIA and Defendant
5 GUARANTOR surrender possession of the Collateral, Defendant OLYMPIA and Defendant
6 GUARANTOR continue to withhold possession of the Collateral in violation of BALBOA’s
7 right to possession. This Complaint, in addition to previous demands, shall constitute demand
8 upon Defendant OLYMPIA and Defendant GUARANTOR to surrender possession of the
9 Collateral to BALBOA.

10 24. BALBOA is entitled to a judgment for possession of the Collateral and an order
11 that BALBOA may, thereafter, in accordance with applicable state law, sell the remaining
12 Collateral and apply the net proceeds from the sale to the loan balance. Alternatively, if
13 possession cannot be had, BALBOA is entitled to recover the value of the Collateral from
14 Defendant OLYMPIA and Defendant GUARANTOR.

15 THIRD CAUSE OF ACTION

16 (Breach of Guaranty Against Defendant GUARANTOR)

17 25. BALBOA incorporates Paragraphs 1 through 24, inclusive, of the Complaint
18 herein as though set forth in full.

19 26. Concurrent with the execution of the EFA, and in order to induce BALBOA to
20 enter into the EFA with Defendant OLYMPIA, Defendant GUARANTOR guaranteed, in
21 writing, the payment of the then existing and future indebtedness due and owing to BALBOA
22 under the terms of the EFA. A true and correct copy of the written Personal Guaranty (hereinafter
23 referred to as the “Guaranty”) is attached hereto as Exhibit "2" and incorporated herein by
24 reference.

25 27. Following a default by Defendant OLYMPIA under the terms of the EFA,
26 BALBOA demanded Defendant GUARANTOR make the payments required under the EFA.

27 28. Pursuant to the terms of the Guaranty, the sum of \$197,304.72, plus interest at the
28 rate of ten percent (10%) per annum from January 5, 2019 is due and payable to BALBOA from

1 Defendant GUARANTOR. This Complaint, in addition to previous demands, shall constitute
2 demand upon Defendant GUARANTOR to pay the entire indebtedness due and owing from
3 Defendant OLYMPIA to BALBOA under the terms of the EFA.

4 29. Under the terms of the Guaranty, Defendant GUARANTOR promised to pay all
5 costs, including reasonable attorneys' fees, incurred by BALBOA in the enforcement of the EFA
6 and the Guaranty. Therefore, BALBOA requests the Court award BALBOA its reasonable
7 attorneys' fees and costs.

8 **FOURTH CAUSE OF ACTION**

9 (Indebtedness Against All Defendants)

10 30. BALBOA incorporates Paragraphs 1 through 29, inclusive, of the Complaint
11 herein as though set forth in full.

12 31. Defendant OLYMPIA and Defendant GUARANTOR are indebted to BALBOA
13 in the sum of \$197,304.72, plus interest at the rate of ten percent (10%) per annum from January
14 5, 2019.

15 WHEREFORE, BALBOA prays for Judgment against Defendants, and each of them, as
16 follows:

17 **AS TO THE FIRST AND THIRD CAUSES OF ACTION**

- 18 1. For the total sum of \$197,304.72, plus interest at the rate of ten percent (10%) per
19 annum from January 5, 2019;
- 20 2. For late charges, other charges and fees in an amount to be proven at trial; and
- 21 3. For reasonable attorneys' fees and costs.

22 **AS TO THE SECOND CAUSE OF ACTION**

- 23 4. For an order to recover possession of the Collateral which is the subject of the
24 EFA or, if the Collateral cannot be delivered, for its reasonable value according to proof.

25 **AS TO THE FOURTH CAUSE OF ACTION**

- 26 5. For the principal sum of \$197,304.72, plus interest at the rate of ten percent (10%)
27 per annum from January 5, 2019.

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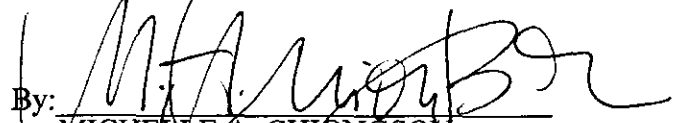
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AS TO ALL CAUSES OF ACTION

- 6. For costs of suit incurred herein; and
- 7. For such other and further relief as the Court may deem just and proper.

BALBOA CAPITAL CORPORATION

Dated: February 26, 2019

By: 
MICHELLE A. CHIONGSON
MARISA D. POULOS
Attorney for Plaintiff
BALBOA CAPITAL CORPORATION



DEBTOR ("you" or "your"): OLYMPIA FAMILY MEDICINE LLC		TERM: 66
ADDRESS: 5949 Harbour Park Drive Middlethian, VA 23112	EQUIPMENT LOCATION ADDRESS: 5949 Harbour Park Drive Middlethian, VA 23112	PAYMENT SCHEDULE: 1-6 @ \$99.00, 7-66 @ \$3,538.81

COLLATERAL: Items of personal property as generally described herein which Balboa Capital Corporation and Debtor agree that a more detailed description of the property being financed shall be maintained by us among our books and records in whatever more detailed description of the property financed it received from the supplier of such property and, absent manifest error, such detailed description shall be considered incorporated into this Equipment Finance Agreement and shall be provided to Debtor promptly upon request.

Number of Advances: 1 applied as: 1 First **Security Deposit:** \$99.00

Documentation Fee: \$350.00 **Total due in Advance (advance plus doc fee):** \$449.00

PERSONAL PROPERTY DESCRIPTION: See Invoices attached hereto as Exhibit A1 and incorporated herein by this reference

Agreement. Balboa Capital Corporation ("Creditor", "we", "us", or "our") agrees to lend to Debtor and you agree to borrow from us an amount for the financing of the Collateral. You authorize us to pay the supplier(s) for the collateral and acknowledge delivery and acceptance of the collateral. You authorize us to commence this agreement. Amounts received by us under this Equipment Finance Agreement ("EFA") shall be applied as we determine. Debtor promises to pay to Creditor the Payments set forth above, plus the prorated rent as described in this paragraph. Payments may be adjusted upward or downward no more than ten percent (10%) to reflect actual costs. The first Payment is due at the commencement of Creditor's applicable billing cycle as specified by Creditor, each subsequent Payment is due on the same date of each preceding month until all Payments have been received by Creditor. Each date a Payment is due is a "Due Date" and in addition to the Payment due on the first Due Date, Debtor agrees to pay us prorated rent for an amount equal to 1/30th of the Payment amount for each day calculated from the date Creditor paid the vendor until the first Due Date (the "Prorated Rent"). Debtor acknowledges that: (a) Creditor may charge up to thirty (30) days of Prorated Rent in Creditor's sole discretion, and (b) the Prorated Rent is not credited against the Payments set forth above. Any amount not paid when due is subject to a late charge of the lower of 10% of such amount or the highest amount allowed by law.

Grant of Security Interest. You hereby grant to us a security interest in the Collateral and all proceeds to secure all of your obligations under this EFA.

Disclaimer of Warranties and Claims. We make no representation or warranty in any matter whatsoever including the merchantability or fitness for a particular purpose of the Collateral. This EFA is irrevocable. Your obligation to pay all amounts payable hereunder is non-cancellable, absolute, and unconditional and will not be subject to any reduction, setoff, defense, counterclaim, deferment or recoupment for any reason, even if the Collateral is damaged, destroyed or defective. You acknowledge you selected the Collateral and the supplier and your supplier is not our agent nor are we their agent. You acknowledge that no one, including the supplier, has been authorized to waive or change any term or condition of this EFA. No representation by the supplier as to any matter shall bind us or affect your duty to pay all amounts and perform all obligations hereunder. You will use the Collateral for commercial purposes only, in compliance with the law and not for any personal, family or household use.

Collateral. You will not modify or change location of the Collateral without our proper consent and allow us to inspect it upon our request. At your expense you will maintain the Collateral in good operation condition and repair. You will keep the Collateral free and clear from all liens and encumbrances. Titled Collateral will be titled and/or registered as we direct. You are responsible for any damage or destruction of the Collateral. You will at our election repair the Collateral at your expense or pay to us all amounts then due and owing plus the total of all unpaid Payments for the Term discounted at 3%. You will indemnify and hold us, our members, managers and employees harmless from and against any claims, costs, expenses, damages and liabilities, in any way relating to the Collateral.

Fees and Taxes. You agree to pay when due and to hold us harmless from all taxes, interest and penalties relating to this EFA and the Collateral ("Taxes") and reimburse us for those Taxes we pay on your behalf. If we pay any of the above for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf. In addition, you also agree to pay us any filing fees prescribed by the Uniform Commercial Code or other law and reimburse us for all costs and expenses involved in documenting and servicing this transaction. You further agree to pay us an organization fee on or before the date the first payment is due and a termination fee. You also acknowledge that in addition to the other obligations due under this EFA, we may assess and you may be required to pay additional taxes and/or fees including an invoice fee. Such fees may not only cover our costs they may also include a profit. You will indemnify us against the loss of any tax benefits arising out of your acts or omissions.

Insurance. During the Term you will maintain insurance we specify on the Collateral. If you do not provide us satisfactory proof of insurance we may, but are not required, to buy such insurance for our benefit and add charges which any result in a higher premium you would pay if you obtained insurance, plus an interest charge. At our option, in lieu of obtaining or continuing insurance, we may require you to pay a monthly advance fee up to 2% of the cost of the Collateral. This fee is not calculated with reference to additional risk nor constitutes additional profit for us, but represents the basis on which we are willing to forbear from exercising remedies and continue this EFA without the required insurance. You will receive no insurance coverage and will not be released from any obligation under this EFA. We are not selling insurance. We will create charging the additional fee or billing for insurance 30 days after you provide satisfactory proof of insurance.

and compliance with this section
Default and Remedies. If any one of the following occurs, you will be in default: (i) you fail to pay any amount under this EFA when due; (ii) you cease doing business, admit your inability to pay your debts, or you file or have filed against you a petition under the Bankruptcy Code; (iii) you breach any other obligation contained in this EFA; or (iv) any of the above events of default occur with respect to any guarantor. Upon your default, we may do any or all of the following: (a) terminate this EFA; (b) take possession of the Collateral; you irrevocably waive any security required of us in the event we take possession of the Collateral and require you to deliver it to us at your expense to a location designated by us; (c) declare all sums due and to become due hereunder immediately due and payable, all future payments discounted at 3% as calculated by us; (d) sell, dispose of, hold, or lease the Collateral; (e) Creditor may sue for and recover from Debtor the sum of: (1) all unpaid Payments and other payments, including late charges and interest, due under this EFA then accrued, all accelerated future payments due through the last day of the term of this EFA; (2) any and all costs or expenses paid or incurred by Creditor in connection with the repossession, holding, repair, reconditioning and subsequent sale, lease or other disposition of the Collateral, including but not limited to attorney's fees and costs, whether or not litigation is commenced; (3) the residual value of the Collateral which Debtor fails to return to Creditor (or which Debtor converts or destroys, or which Creditor does not or is unable to repossess); (4) all other costs or expenses paid or incurred by Creditor at any time in connection with the execution, delivery, administration, amendment and enforcement or exercise of any of the Creditor's rights and remedies under this EFA, including, but not limited to, attorneys' fees and costs, whether or not litigation is commenced, and taxes imposed by any governmental agency; (5) any actual or anticipated loss of federal or state tax benefits to Creditor (as determined by Creditor) resulting from Debtor's default or Creditor's repossession or disposition of the Collateral; and (6) any and all other damages proximately caused by Debtor's default; (f) exercise any other right or remedy which may be available to us under applicable law. You shall reimburse us for all costs we incur in enforcing our rights including our attorney's fees and costs of repossession, repair, storage and remarketing of the Collateral. A waiver of default will not be a waiver of any other subsequent default.

General. This EFA shall be governed and construed under the laws of the State of California without reference to its principle of conflicts of laws and is deemed to have been made and performed in Orange County, CA. You submit to the jurisdiction of CA and agree that the CA state courts and/or the United States District Court for the Central District of California, Santa Ana Division, shall have exclusive jurisdiction over any action or proceeding to enforce this EFA or any action or proceeding arising out of this EFA. You waive any objection based on improper venue and/or forum non-convenience. You irrevocably grant us the right to make such filings under the Uniform Commercial Code as we deem necessary. You agree to pay us interest on all past due amounts at the lower of 1.5% per month or the highest rate allowed by law. You will not assign your rights under this EFA, or permit the Collateral to be used by anyone other than you. We may assign this EFA, in whole or in part, without notice to you or your consent. You agree that our assignee will have the same rights and benefits that we have now, but will not be subject to any claims, defenses or set offs that you may have against us. This EFA as well as the Delivery and Acceptance receipt(s) for the Collateral constitute the entire agreement between the parties, and supersede all prior negotiations, written or oral, including any written offer or proposal describing and/or summarizing the terms of any proposed lease/financing. This EFA cannot be modified except in writing signed by the party against whom enforcement is sought. Debtor represents to Creditor that it shall not allege in any court proceeding that the parties entered into an oral modification of this EFA, and further agrees, that in any event, any such oral modification shall not be enforceable unless it is reduced to a writing signed by the party against whom enforcement is sought. You represent and warrant to us that all information conveyed to us in connection with this EFA and all related documents whether by you, a guarantor, a supplier or any other person, is true, accurate, complete and not misleading. This EFA may be executed in separate counterparts which together shall be the same instrument. You agree this EFA may be signed electronically pursuant to the Electronic Signatures in Global and National Commerce Act and other applicable law. All fees may not only cover our costs but may include a profit. You may not repay this EFA without our prior written consent. If Debtor constitutes more than one person, the liability of each shall be joint and several. A copy of this EFA (whether delivered by facsimile, in portable document format (PDF) or otherwise) shall be deemed an original for all purposes. Any notice given hereunder shall be in writing and deemed given two business days after being deposited with the US Postal Service, first class postage prepaid, and addressed to the Debtor at its address set forth above or to Creditor at 575 Anton Blvd., 12th Floor, Costa Mesa, CA 92626, or such other address given to the sender by written notice.

By signing below Debtor hereby irrevocably accepts the Collateral under the EFA and irrevocably authorizes Creditor to pay the supplier on behalf of the Debtor. The person executing this EFA is authorized to do so, making this EFA the valid and binding act of the Debtor.

Debtor Name: OLYMPIA FAMILY MEDICINE LLC	Accepted By: Balboa Capital Corporation
By:	By:
Print Name and Title: Natalie Muelas-Peña Member	Date: 04/06/2018

GUARANTY: You (jointly and severally if more than one) unconditionally guarantee to us and our assigns the payment and performance when due of all of the obligations of the Debtor under this EFA and all related documents executed by the Debtor ("Agreement"). We may proceed against you before proceeding against the Debtor, the Collateral or enforce any other remedy. Notwithstanding any changes made to the Agreements in our dealings with Debtor, this Guaranty will remain in effect as changed even if you are not notified of the changes and will remain in effect even if the Agreements are no longer enforceable against the Debtor. You waive all notices to which you may have a right. You agree to pay all our expenses in enforcing this Guaranty. You may not assign this Guaranty without our written consent. The governing law, jurisdiction and venue provisions of the EFA shall apply to any action to enforce this Guaranty. You consent to our conducting a credit evaluation of you from all sources, periodically updating it and sharing the results with others.

Guarantor's Signature:	Print Name: Natalie Muelas-Peña	Date: 02/17/18
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Guarantor's Signature:	Print Name:	Date: 02/17/18
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AUTHORIZATION FOR CREDIT REPORTS: Debtor authorizes Creditor, Creditor's successors and assigns to automatically initiate and make debt entry charges to Debtor's bank account indicated below, or the account from which the Debtor paid any deposit or fee in conjunction with the execution of this EFA, or any account from which Debtor paid any obligation under this EFA, or the account from which a cancelled or voided check provided by the Debtor can be drawn, for the payment of all amounts owed by Debtor from time to time under the EFA. This authorization is to remain in effect during the term of the EFA. Any incorrect charge will be corrected upon notification to Creditor, by either a credit or debit to Debtor's account.

Bank Name:	Acct Holder Name:
Account No:	ABA No:
Authorized Signatory:	Print Name and Title: Natalie Muelas-Peña Member Date: 02/17/18



US Office:
20996 Bake Pkwy, Suite 106
Lake Forest, CA. 92630

Canada Office:
100 Leek Crescent, Unit 15
Richmond Hill, ON L4B 3E6
Tel: 1-855-411-2639
Fax: 1-855-411-6789

Federal ID #	26-3517337
Agreement Number	

Invoice Number	IV021918
Date of Invoice	Feb. 20, 2018

Bill To	
Olympia Family Medicine	
5949 Harbour park Dr	
Midlothian, VA	23112

Ship To	
Olympia Family Medicine	
5949 Harbour park Dr	
Midlothian, VA	23112

Qty	Product Description	UOM	Unit Price	Extended Price
1	Body Tite RFAL Workstation Complete with on-site installation and one (1) year equipment warranty. System includes • 4 BodyTite Hand Pieces • 4 FaceTite Hand Pieces • Physician RFAL Training Tuition • Clinical In-Service • 1 each Power Cord, Foot Pedal Shipping and Handling	Unit	150,000.00	150,000.00
1	Marketing Kit: Printed and electronic marketing material support: Including • Patient brochures, print-ready files, before and after photos, 7ft pullup banner • Waiting room video, web and media files			

Subtotal	150,000.00
Sales Tax	7,950.00
Net Amount Due	\$ 157,950.00

Payment Method (Optional)

Wire Transfer Address
 Account Name: Invasix Inc.
 Bank Name: RBC Bank (GA)
 Branch:
 Bank Address: 8081 Arco Corporate Dr.
 Raleigh, N.C. 27617
 US \$ Account No.
 Routing No.

Credit Card Payment
 Credit Card No.
 Expiry Date Sec Code
 Signature
 Date of Charge



Change Addendum

Equipment Financing Agreement: 269237-000

Reference is made to the above-referenced Equipment Financing Agreement ("Equipment Financing") dated _____ by and between OLYMPIA FAMILY MEDICINE LLC, as Debtor, and **BALBOA CAPITAL CORPORATION**, as Creditor.

Notwithstanding the terms and conditions contained in the Equipment Financing and to the limited extent hereof, Creditor and Debtor agree as follows:

Creditor and Debtor hereby agree that the name of Natalie Mucius-Penha is not his/her correct legal name, and the parties agree that such name is hereby changed to the following to reflect the correct legal name to Bernice Natalie Mucius-Penha.



In all other respects, the terms and conditions of the Equipment Financing, as originally set forth, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their authorized signatories, have executed this Change Addendum on the date set forth below their respective signatures.

"Delivery of this document bearing a facsimile signature or signatures shall have the same force and effect as if the document bore an original signature."

Creditor:
BALBOA CAPITAL CORPORATION
By: [Signature]
Vice President

Debtor:
OLYMPIA FAMILY MEDICINE LLC
By: [Signature]
Name: Bernice Natalie Mucius-Penha
Title: Member
Date: 04/06/2018

Date: 04/06/2018



PERSONAL GUARANTY


Equipment Financing Agreement # 269237-000

THIS PERSONAL GUARANTY CREATES SPECIFIC LEGAL OBLIGATIONS. When we use the words **you** and **your** in this Personal Guaranty, we mean the **Personal Guarantor (s)** indicated below. When we use the words **we, us** and **our** in this Personal Guaranty, we mean **BALBOA CAPITAL CORPORATION**, its successors and assigns.

In consideration of our entering into the equipment financing agreement above ("EFA"), you unconditionally and irrevocably guarantee to us, our successors and assigns, the prompt payment and performance of any and all obligations of the Customer ("Debtor") under the EFA and any other financial transaction of any kind whatsoever, whether now existing or hereafter arising with us. You agree that this is a guaranty of payment and not of collection, and that we can proceed directly against you without first proceeding against the Debtor or against the Equipment covered by the EFA or against any collateral or security held by us. You waive all defenses and notices, including those of protest, presentment and demand. You agree that we can renew, extend or otherwise modify the terms of the EFA and you will be bound by such changes. If the Debtor defaults under the EFA, you will immediately perform all obligations of the Debtor under the EFA, including, but not limited to, paying all amounts due under the EFA. You will pay to us all expenses (including attorneys' fees) incurred by us in enforcing our rights against you or the Debtor. This is a continuing guaranty that will not be discharged or affected by your death and will bind your heirs and personal representatives. You waive any rights to seek repayment from the Debtor in the event you pay us. If more than one personal guarantor has signed this Personal Guaranty, each of you agree that your liability is joint and several. You authorize us or any of our affiliates to obtain credit bureau reports regarding your personal credit, and make other credit inquiries that we determine are necessary.

THIS PERSONAL GUARANTY IS GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. YOU CONSENT TO THE JURISDICTION OF THE COUNTY OF ORANGE IN THE STATE OF CALIFORNIA. YOU HEREBY EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY.

"Delivery of this document bearing a facsimile signature or signatures shall have the same force and effect as if the document bore an original signature."

 X *Bernice Mucius-Penha*

Bernice Natalie Mucius-Penha
Name

10/5/15
Date

5949 Harbour Park Drive
Midlothian, VA 23112
Home Street Address, City, State, Zip Code

[Redacted]
Social Security Number

[Redacted]
Phone Number