

EXHIBIT A

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No.	Call / Coll	Account	Officer	Initials
\$4,000.00	04-08-2009	12-01-2010					

References in the boxes above are for Lender's use only and do not affect the applicability of this document to any party. Any item above containing "XXX" has been omitted due to text length limitations.

Borrower: David Schwartzman

Lender:

U.S. Bank National Association
Los Angeles Private Client Group
433 West Fifth St. 29th Floor
Los Angeles, CA 90071

Principal Amount: \$134,000.00

Initial Rate: 4.250%

Date of Note: April 8, 2009

PROMISE TO PAY. I ("Borrower") promise to pay to U.S. Bank National Association ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Thirty-four Thousand & 00/100 Dollars (\$134,000.00), together with interest on the unpaid principal balance from April 8, 2009, until paid in full.

PAYMENT. Subject to any payment changes resulting from changes in the index, I will pay this loan in 18 payments of \$6,848.64 each payment and an irregular last payment calculated at \$6,848.62. My first payment is due May 1, 2009, and all subsequent payments are due on the same day of each month after that. My final payment will be due on December 1, 2010, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest then to principal; then to any unpaid collection costs and then to any late charges. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the annual rate of interest designated as the "Prime Rate" from time to time in effect for United States banks, as published in the Money Rates table of The Wall Street Journal. If a survey of "Prime Rates" is so published, the index will be the highest rate in the range (the "index"). The index is not necessarily the lowest rate charged by Lender on its loans. If the index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying me. Lender will tell me the current index rate upon my request. The interest rate change will not occur more often than each day and the interest rate on this Note shall change on the effective date of any change in the index. I understand that Lender may make loans based on other rates as well. The index currently is 3.250% per annum. The interest rate to be applied to the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 1.000 percentage point over the index, resulting in an initial rate of 4.250%. **NOTICE:** Under no circumstances will the interest rate on this Note be more than the lesser of 21.780% per annum or the maximum rate allowed by applicable law. Unless waived by Lender, any increase in the interest rate will increase the amount of my final payment.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/365 simple interest basis that is, by applying the rate of the interest rate over the number of days in a year (365 during leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in my making fewer payments. I agree not to send Lender payments marked "paid in full", "without the principal balance due" and may result in my making fewer payments. I agree not to send Lender payments marked "paid in full", "without the principal balance due" or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: U.S. Bank National Association, Los Angeles Private Client Group, 433 West Fifth St. 29th Floor, Los Angeles, CA 90071.

LATE CHARGE. If a payment is 15 days or more late, I will be charged \$15.00.

INTEREST AFTER DEFAULT. Upon default, the total sum due under this Note will continue to accrue interest at the interest rate under this Note.

DEFAULT. I will be in default under this Note if any of the following happens:

Payment Default. I fail to make any payment when due under this Note.

Break Other Promises. I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner provided in this Note or in any agreement related to this Note, or in any other agreement or loan I have with Lender.

False Statements. Any representation or statement made or furnished to Lender by me or on my behalf, or made by Guarantor, or any other guarantor, endorser, surety, or accommodation party, under this Note or the related documents in connection with the obtaining of the loan evidenced by this Note or any security document already or hereby securing repayment of this Note is false or misleading in any material respect, either now or at the time made or furnished.

Death or Insolvency. Any Borrower dies or becomes insolvent, a receiver is appointed for any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws.

Taking of the Property. Any creditor or governmental agency tries to take any of the property or any other of my property in which Lender has a lien. This includes taking of, or levying on my accounts with Lender. However, if I dispute in good faith whether the claim on which the taking of the property is based is valid or reasonable, and if I give Lender written notice of the claim and advise Lender with copies of a court judgment or order of a court to satisfy the claim, then this default provision will not apply.

Defective Collateralization. This Note or any of the related documents ceases to be in full force and effect including failure of any collateral document to create a valid and perfected security interest or lien at any time and for any reason.

Collateral Damage or Loss. Any collateral securing this Note is lost, stolen, substantially damaged or destroyed and the loss, theft, or substantial damage or destruction is not covered by insurance.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor, or any other guarantor, endorser, surety, or accommodation party of any of the indebtedness or any Guarantor, or any other guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then I will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if I do not pay. I will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. I also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. To the extent permitted by applicable law, Lender and I hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or me against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preoccupied by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of California.

CHOICE OF VENUE. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of Los Angeles County, State of California.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all my accounts with Lender (whether checking, savings, or some other account). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. I acknowledge this Note is secured by the following collateral described in the security instrument listed herein: deposit account described in an Assignment of Deposit Account dated April 8, 2009.

FINANCIAL STATEMENTS. I agree to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

PROMISSORY NOTE
(Continued)

Loan No: 463608176

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TRUST EVENTS DEFAULT. In addition to the events listed in the section of this Note entitled "DEFAULT," I will also be in default under this Note if a Borrower or any grantor of collateral security for this Note is a trust (any such grantor or Borrower referred to as a "Trust Party") and any of the following happens: (i) a Trust Party is revoked or terminated; (ii) a trustee/trustor/grantor of a Trust Party dies or becomes incapacitated, unless the Trust Party is an irrevocable trust (ii) property in which Lender has been granted a security interest is withdrawn from a Trust Party; or (iv) the governing instrument of a Trust Party is modified without Lender's prior written consent.

OTHER SECURITY. The loan evidenced by this Note (the "Loan") may also be secured by collateral securing other loans that I may have with Lender, to the extent not prohibited by law. However, if I have granted Lender a security interest in my primary dwelling in connection with any loan to me other than this Loan, Lender waives that security interest granted in connection with any other such loan as security for the Loan. This waiver by Lender does not apply to any security interest in my primary dwelling I may have granted to Lender in connection with the Loan.

NOTE IMAGING. This Note is a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, the holder of this Note may, on behalf of Borrower, create a microfilm or optical disk, or other electronic image of this Note that is an authoritative copy as defined in such law. The holder of this Note may create the authoritative copy of such Note in its electronic form and then destroy the paper original as part of its normal business practices. The holder, on its own behalf, may control and transfer such authoritative copy as permitted by such law.

DATE OF FUNDING; EXPIRATION OF FUNDING OBLIGATION. I understand that the loan evidenced by this Note may not fund until after the date of this Note. If that happens, then regardless of any language in this Note to the contrary, interest shall accrue on amounts outstanding under this Note from the date on which funds are advanced to me. I also understand that amounts disclosed in this Note or any related disclosure statements, particularly amounts relating to finance charges, are merely estimates assuming that the loan evidenced by this Note will be funded on the Note date. So if such amounts are funded on a different date, the amounts disclosed will not necessarily reflect the actual charges. I further understand and agree that the Lender shall have no obligation to advance to me any funds under the loan evidenced by this Note which are not advanced within sixty (60) days of the date of this Note.


SUCCESSOR INTERESTS. The terms of this Note shall be binding upon me, and upon my heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive any applicable statute of limitations, presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend this Note and for any length of time this loan or release any party or guarantor or collateral or repair, fail to realize upon or perfect Lender's security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. This means that the words "I", "me", and "my" mean each and all of the persons signing below.

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS, I AGREE TO THE TERMS OF THE NOTE.

I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

X 
David Schwartzman

DISCLOSURE STATEMENT

Principal	Loan Date	Maturity	Loan No.	Call / Coll	Account	Officer	Initials
\$134,000.00	04-08-2009	12-01-2010	[REDACTED]				

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: David Schwartzman

Lender: U.S. Bank National Association
Los Angeles Private Client Group
883 West Fifth St, 28th Floor
Los Angeles, CA 90071

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly fee.	FINANCE CHARGE The dollar amount the credit will cost me.	Amount Financed The amount of credit provided to me or on my behalf.	Total of Payments The amount I will have paid after I have made all payments as scheduled.
4.250%	[REDACTED]	\$134,000.00	[REDACTED]

PAYMENT SCHEDULE. My payment schedule will be 18 monthly payments in the initial amount of \$8,840.84 each, beginning May 1, 2009, and one payment of \$6,968.82 on December 1, 2010.

VARIABLE RATE FEATURE. The annual percentage rate may increase during the term of the transaction if the rate increases on the annual rate of interest designated as the "Prime Rate" from time to time in effect for United States banks, as published in the Money Rates table of The Wall Street Journal. If a range of "Prime Rates" is so published, this index will be the highest rate in the range. The interest rate will not increase above 21.750%. The rate will not increase more often than every day and the interest rate on this Note shall change on the effective date of any change in the Index. Any increase will take the form of a larger amount due at maturity.

EXAMPLE OF EFFECT OF INTEREST RATE INCREASE. If the interest rate increased by 0.250% on May 8, 2009, my first payment would increase to \$7,221.54.

SECURITY. I am giving a security interest in Certificate of Deposit no. [REDACTED] at U.S. Bank National Association and any successor checks, and all interest on such account, all further funds in such account, from time to time, any replacement accounts or renumberings of such account, and all proceeds of and from such account. In addition, Lender has also reserved a contractual right of setoff in my deposit accounts.

LATE CHARGE. If a payment is 15 days or more late, I will be charged \$15.00.

PREPAYMENT. If I pay off early, I will not have to pay a penalty.

I will look at my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds.

I read and was given a completed copy of this Disclosure Statement on April 8, 2009, prior to signing the Note.

BORROWER

X _____
David Schwartzman

Amount Financed Itemization

Amount paid to me directly	\$713.08
\$713.08 Lender's Check #	
Amount paid on my account	\$133,286.92
\$133,286.92 Payment on Loan [REDACTED]	
Note Principal	\$134,000.00
Prepaid Finance Charges	\$0.00
Amount Financed	\$134,000.00

U.S. Bank National Association, Member FDIC. This document is not a contract. It is subject to change without notice. © 2009 U.S. Bank National Association

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan #	Call / Coll	Account	Officer	Initials
\$134,000.00	04-08-2009	12-01-2010	[REDACTED]				

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or term. Any loan above containing ***** has been omitted due to text length limitations.

Borrower: David Schwartzman
Lender: U.S. Bank National Association
 Los Angeles Private Client Group
 833 West Fifth St, 29th Floor
 Los Angeles, CA 90071

LOAN TYPE. This is a Variable Rate Disclosable Loan to an individual for \$134,000.00 due on December 1, 2010.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for

- Personal, Family, or Household Purpose or Personal Investment.
- Business (including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is: Debt Consolidation.

DISBURSEMENT INSTRUCTIONS. I understand that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$134,000.00 as follows:

Amount paid to me directly:	\$713.08
\$713.08 Lender's Check #	
Amount paid on my accounts:	\$133,286.92
\$133,286.92 Payment on Loan # [REDACTED]	
Note Principal:	\$134,000.00

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, I REPRESENT AND WARRANT TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN MY FINANCIAL CONDITION AS DISCLOSED IN MY MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED APRIL 9, 2009.

BORROWER:

X 
 David Schwartzman

CREDIT INSURANCE DISCLOSURE

VOLUNTARY CREDIT INSURANCE, CREDIT LIFE INSURANCE, CREDIT DISABILITY INSURANCE AND INVOLUNTARY UNEMPLOYMENT INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT.

By signing below, I acknowledge that I am not obtaining credit insurance for this loan for one of the following reasons:

- (A) I am not eligible for credit insurance
- (B) Credit insurance is not available from Lender or
- (C) If I am eligible and credit insurance is available from Lender, I do not want it.

Prior to signing this Credit Insurance Notice on April 9, 2009, I read and understood all of the provisions of this Disclosure.

BORROWER:

X 
 David Schwartzman

ADDENDUM REGARDING JUDICIAL REFERENCE

Principal	Loan Date	Maturity	Loan No.	CA# / CA#	Account	Officer Initials
\$134,000.00	04-08-2009	12-01-2010	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Reference in the boxes above for Lender's use only and to confirm the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: David Schwartzman

Lender: U.S. Bank National Association
Los Angeles Private Client Group
639 West Fifth St, 25th Floor
Los Angeles, CA 90071

Grantor: David Schwartzman


This ADDENDUM REGARDING JUDICIAL REFERENCE is attached to and by this reference is made a part of the Notice of Final Agreement, dated April 8, 2009, and executed in connection with a loan or other financial accommodation between U.S. BANK NATIONAL ASSOCIATION and David Schwartzman.

Lender and all other parties to the Notice of Final Agreement (each, a "Party") agree that all of the following provisions shall be deemed a part of the Loan Agreement as defined in the Notice of Final Agreement and all documents and instruments related thereto and/or executed in connection therewith, including amendments, modifications, replacements and substitutions of any of the foregoing (collectively, the "Loan Documents").

Any and all disputes, claims and controversies arising out of the Loan Documents or the transactions contemplated thereby (including, but not limited to, claims arising in contract or tort and any claims by any Party against Lender related in any way to the transaction related to the Notice of Final Agreement) (each, a "Dispute") which are brought before a forum in which procedure involves the right to trial by jury are waived under applicable law, shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure Sections 638 et seq. The referee shall be a retired California state court judge of attorney licensed to practice law in the State of California with at least ten (10) years' experience practicing commercial law. No Party shall seek to appoint a referee that may be disqualified pursuant to California Code of Civil Procedure Section 641 or 641.2 without the prior consent of all Parties. If the Parties are unable to agree upon a referee within ten (10) calendar days after one party serves a written notice of intent for judicial reference upon the other Party or Parties, then the referee will be selected by the court in accordance with California Code of Civil Procedure Section 640(b). The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the California Code of Civil Procedure, the Rules of Court, and California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of California Code of Civil Procedure Sections 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court. Nothing in this Addendum shall be deemed to apply to or limit the right of the Bank (a) to exercise self-help remedies such as (but not limited to) setoff, or (b) to foreclose judicially or non-judicially or against any real or personal property collateral, or to exercise judicial or non-judicial power of sale rights, (c) to obtain from a court provisional or extraordinary remedies (including but not limited to, injunctive relief, a writ of possession, prejudgment attachment, a protective order or the appointment of a receiver), or (d) to pursue rights against a Party in a third-party proceeding in any action brought against Lender (including actions in bankruptcy court). Lender may exercise the rights set forth in the foregoing clause(s) through (d), inclusive, before, during or after the pendency of any judicial reference proceeding. Holder the exercise of self-help remedies shall constitute a waiver of the right of any foreclosure or provisional or ordinary remedies or the opposition to any such provisional remedies to judicial reference the merits of the Dispute Party, including, but not limited to, the claimant in any such action, to require submission to judicial reference of any of Dispute. If a Dispute intended or shall be construed to be in derogation of the provisions in any Loan Document for judicial reference of any of Dispute. If a Dispute includes multiple claims, some of which are found not subject to this Addendum, the Parties shall sever the Dispute subject to this Addendum and resolve them in accordance with this Addendum. During the pendency of any Dispute which is submitted to judicial reference in accordance with this Addendum, each of the Parties to such Dispute shall bear equal shares of the fees charged and costs incurred by the referee in performing the services described in this Addendum. The compensation of the referee shall not exceed the prevailing rate for like services. The prevailing party shall be entitled to reasonable court costs and legal fees, including customary attorneys' fees, expert witness fees, paralegal fees, the fees of the referee and other reasonable costs and disbursements charged to the Party by its counsel in such amount as is determined by the referee. In the event of a challenge to the legality or enforceability of this Addendum, the prevailing party shall be entitled to recover the fees and expenses from the non-prevailing Party, including reasonable attorneys' fees, incurred by it in connection therewith. THE PARTIES AGREE THAT THIS ADDENDUM CONSTITUTES A "REFERENCE AGREEMENT" BETWEEN OR AMONG THE PARTIES WITHIN THE MEANING OF AND FOR PURPOSES OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638

THIS ADDENDUM REGARDING JUDICIAL REFERENCE IS EXECUTED ON APRIL 8, 2009.

BORROWER

X 
David Schwartzman

LENDER

U.S. BANK NATIONAL ASSOCIATION

X 
Authorized Signer

NOTICE OF FINAL AGREEMENT

Principal	Loan Date	Maturity	Loan No.	Call / Coll	Account	Officer	Initials
\$134,000.00	04-08-2009	12-01-2010	[REDACTED]				

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: David Schwartzman
Lender: U.S. Bank National Association
 Los Angeles Private Client Group
 933 West Fifth St, 29th Floor
 Los Angeles, CA 90071

BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THE WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, (B) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (C) THE WRITTEN LOAN AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

As used in this Notice, the following terms have the following meanings:

Loan. The term "Loan" means the following described loan: a Variable Rate Disburseable Loan to an individual for \$134,000.00 due on December 1, 2010.

Loan Agreement. The term "Loan Agreement" means one or more promises, promissory notes, agreements, understandings, security agreements, deeds of trust or other documents, or commitments, or any combination of those sources or documents, relating to the Loan, including without limitation the following:

LOAN DOCUMENTS

Disclosure Statement David Schwartzman
 CA Assignment of Deposit Accounts Money Market account
 at U.S. Bank National Association and
 any successor thereto, and all interest on such account, all
 further funds in such account from time to time, any
 replacement accounts or renumberings of such accounts, and
 all proceeds of and from such accounts owned by
 Schwartzman

Promissory Note
 Disbursement Request and Authorization
 Notice of Final Agreement

Parties. The term "Parties" means U.S. Bank National Association and any and all entities or individuals who are obligated to repay the loan or have pledged property as security for the Loan, including without limitation the following:


Borrower: David Schwartzman
 Grant(s): David Schwartzman

L.L.

ADDENDUM REGARDING JUDICIAL REFERENCE. An exhibit titled "ADDENDUM REGARDING JUDICIAL REFERENCE," is attached to this Notice and by this reference is made a part of this Notice just as if all the provisions, terms and conditions of the Exhibit had been fully set forth in this Notice.

Each Party who signs below, other than U.S. Bank National Association, acknowledges, represents, and warrants to U.S. Bank National Association that it has received, read and understood this Notice of Final Agreement. This Notice is dated April 8, 2009.

BORROWER:

X 
 David Schwartzman

LENDER:

U.S. BANK NATIONAL ASSOCIATION

X 
 Authorized Signer

EXHIBIT B

ASSIGNMENT OF DEPOSIT ACCOUNT
(Continued)

Loan No: 463603179

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Grantor's responsibility to tell the others of the notice from Lender.

Power of Attorney. Grantor hereby appoints Lender as its true and lawful attorney-in-fact, irrevocably, with full power of substitution to do the following: (1) to demand, collect, receive, receipt for, sue and recover all sums of money or other property which may now or hereafter become due, owing or payable from the Collateral; (2) to execute, sign and endorse any and all claims, instruments, receipts, checks, drafts or warrants listed in payment for the Collateral; (3) to settle or compromise any and all claims arising under the Collateral, and in the place and stead of Grantor, to execute and deliver its release and satisfaction for the claim; and (4) to file any claim or claims or to take any action or institute or take part in any proceedings, either in its own name or in the name of Grantor, or otherwise, which in the discretion of Lender may seem to be necessary or advisable. This power is given as security for the indebtedness, and the authority hereby conferred is and shall be irrevocable and shall remain in full force and effect until renounced by Lender.

Waiver of Co-Debtor's Right. If more than one person is obligated for the indebtedness, Grantor irrevocably waives, disclaims and relinquishes all claims against each other person which Grantor has or would otherwise have by virtue of payment of the indebtedness or any part thereof, specifically including but not limited to all rights of indemnity, contribution or exoneration.

Severability. If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the indebtedness.

Survival of Promises. All promises, agreements, and statements Grantor has made in this Agreement shall survive the extinction and delivery of this Agreement, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's indebtedness is paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. To the extent permitted by applicable law, as regards to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following words shall have the following meanings when used in this Agreement:

Account. The word "Account" means the deposit account described in the "Collateral Description" section.

Agreement. The word "Agreement" means this Assignment of Deposit Account, as this Assignment of Deposit Account may be amended or modified from time to time, together with all exhibits and schedules attached to this Assignment of Deposit Account from time to time.

Borrower. The word "Borrower" means David Schwartzman and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Event of Default. The words "Event of Default" mean individually, collectively, and interchangeably any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means David Schwartzman.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness, and, in each case, Grantor's successors, assigns, heirs, personal representatives, executors and administrators of any guarantor, surety, or accommodation party.

Guaranty. The word "Guaranty" means the guaranty from Guarantor, or any other guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means U.S. Bank National Association, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

Note. The word "Note" means the note or credit agreement dated April 8, 2009, in the principal amount of \$134,000.00 from David Schwartzman to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the note or credit agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS ASSIGNMENT OF DEPOSIT ACCOUNT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED APRIL 8, 2009.

GRANTOR:

X _____
David Schwartzman

EXHIBIT C

Page: 1 Document Name: untitled

AMAI [REDACTED] ACCOUNT INQUIRY [REDACTED]
COR [REDACTED]
CTL2 302 CTL3 000 CTL4 0000 ACCT [REDACTED] EFF DATE 05/31/09
CTL2 302 CTL3 000 CTL4 0000 CUST [REDACTED] ACTIVE ACCOUNT
CTL2 302 ***** RATES ***** DPG TERM VAR SEC
PAYOFF 127107.39 CURR RATE 4.250000 AUTO DR
ORIG LOAN AMT 134000.00 ORIG RATE 4.250000 PROD TYPE
ORIG PROCEEDS 134000.00 PER DIEM [REDACTED] PRIM OFFICER
LT CHG DUE 0.00 ***** DATES ***** CALL CODE
FEES DUE 0.00 CONTRACT DATE 04/08/09 ***** REPAYMENTS *****
CURRENT PRIN 126620.86 CURR MATURITY 12/01/10 CURR TERM
CURRENT INT 486.53 CLOSED DATE [REDACTED] PYMTS MADE
SCH PYMT AMT 6946.64 SCHED DUE DATE [REDACTED] PYMTS REM
CUR PYMT AMT 6946.64 OLDEST DUE DATE [REDACTED] MONTHS EXTD 0
PAST DUE AMT 0.00 LAST MAINT DT [REDACTED] YTD INT COLL [REDACTED]
PARTIAL PAID 0.00 LST BAL CHG DT [REDACTED] INT COL PREV 0.00
***** CREDIT HIST *****
DAVID SCHWARTZMAN 015 030 060 090 120 000
[REDACTED] COLLATERAL 000 000 000 000 000 000
[REDACTED] CODE: [REDACTED]
DESC: USG DDA ACCT
PH () PF3-ADDL INFO
PF1-NEXT STAT PF2-PREV STAT