

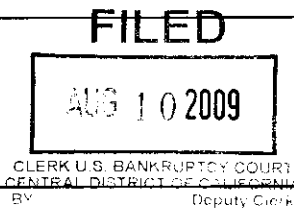
**UNITED STATES BANKRUPTCY COURT** Central District of California/Woodland Hills **PROOF OF CLAIM**  
 Chapter: 11

Name of Debtor: David Schwartzman Case Number: 09-16565

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property):  
 U.S. Bank N.A.

Name and address where notices should be sent:  
 U.S. Bank N.A.  
 P.O. Box 5229  
 Cincinnati, OH 45201  
 Telephone number: 877-254-7827



Check this box to indicate that this claim amends a previously filed claim.  
 Court Claim Number: \_\_\_\_\_  
 (If known)  
 Filed on: \_\_\_\_\_

Name and address where payment should be sent (if different from above):  
 Telephone number:

Check this box if you are aware that anyone else has filed a proof of claim, relating to your claim. Attach copy of statement given particulars.  
 Check this box if you are the debtor or trustee in this case.

**65. Amount of Claim as of Date Case Filed:** \$ 120175.50  
 If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.  
 If all or part of your claim is entitled to priority, complete item 5.  
 Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

**5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a).** If any portion of your claim falls in one of the following categories, check the box and state the amount.  
 Specify the priority of the claim.  
 Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).  
 Wages, salaries, or commissions (up to \$10,950\*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).  
 Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).  
 Up to \$2,425\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).  
 Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).  
 Other - Specify applicable paragraph of 11 U.S.C. §507 (a)( ).

**2. Basis for Claim: Money Loaned**  
 (See instruction #2 on reverse side.)

**3. Last four digits of any number by which creditor identifies debtor:** 8176  
**3a. Debtor may have scheduled account as:** Secured Line of Credit  
 (See instruction #3a on reverse side)

**4. Secured Claim** (See instruction #4 on reverse side.)  
 Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.  
**Nature of property or right of setoff:**  Real Estate  Motor Vehicle  Other  
**Describe:** Acct Secured by USB DDA  
**Value of Property:** \$ \_\_\_\_\_ **Annual Interest Rate** %  
**Amount of arrearage and other charges as of time case filed included in secured claim, if any:** \$ \_\_\_\_\_ **Basis for perfection:** \_\_\_\_\_  
**Amount of Secured Claim:** \$ 120175.50 **Amount Unsecured:** \_\_\_\_\_

**Amount entitled to priority:**  
 \$ \_\_\_\_\_  
 \*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

**6. Credits:** The amount of all payments on this claim has been credited for the purpose of making this proof of claim.  
**7. Documents:** Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.)  
 DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.  
 If the documents are not available, please explain:

**Date:** 8/4/09  
**Signature:** The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  
**FOR COURT USE ONLY**  
 Dave Barone Bankruptcy Representative

## 4 PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$134,000.00	04-08-2009	12-01-2010	[REDACTED] 176			v c28	
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  
113 N San Vicente Blvd Fl 3  
Beverly Hills, CA 90211-2326

**Lender:** U.S. Bank National Association  
Los Angeles Private Client Group  
633 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 19 payments of \$6,946.64 each payment and an irregular last payment estimated at \$6,946.62. 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 range 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 21.750% 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 ratio of the interest rate over the number of days in a year (366 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 recourse", 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, 633 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 happen:

**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 directly or indirectly 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, garnishing 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 furnish Lender with monies or a surety bond satisfactory to Lender 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, 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 preempted 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 accounts 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. 3176

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 trustor/settlor/grantor of a Trust Party dies or becomes incapacitated, unless the Trust Party is an irrevocable trust; (iii) 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 the 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 store the authoritative copy of such Note in its electronic form and then destroy the paper original as part of the holder's 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 (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, 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 [Signature]
David Schwartzman

Page: 1 Document Name: untitled

*David Schwartzman* 4 [REDACTED] 18170

RSMU	CO	654	OP	RSP0 3 FSS	RST PLDG INQ/MNT OP= INQ	09/04/27	9.06.30
ACTION INQ						MS 46677 ONLY ONE ITEM FOUND FOR SEARCH	
PROD CODE	DDA	ACCT	153493909771		ACCT COND	SHORT NAME SCHWARTZMAN, DAVID	
CLASS	2 (1,2,3)	TYPE	1	SEQ	3	CURRENCY	

ORIGINAL PLEDGE AMT....	134000.00	DATE PLACED.....	109/04/08
CURRENT PLEDGE AMT.....	134000.00	DATE EXPIRES.....	999/99/99
		STATUS CODE.....	1

PLEDGED TO PRODUCT.....	SEL	REVIEW FREQUENCY.....
PLEDGED TO ACCT NO.....	000000463508176	LAST REVIEW DATE.....

SPECIAL COMMENTS LINE 1	HELD FOR COLLATERAL
LINE 2	DO NOT RELEASE LOAN HOLD
RESTRAINT REASON LINE 1	VIVIAN CHOW
LINE 2	213.615.6622

STATUS CODE VALUES :

1 = ACTIVE	2 = DELETE
A = ACTIVE PAID	B = DELETE PAID

PF: 2-CONT 4-CHG 5-FAD 6-INQ 9-NXT -DEL -ADD

*4/27/09*  
**Sue Pitz**