

PROMISSORY NOTE – PAYABLE ON A DESIGNATED DATE
(This Note contains an Acceleration Clause)

\$20,000.00 (principal amt.)	Phoenix (city)	AZ (state)	February 23 (signature date)	2009 (yr)
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For value received, the undersigned ("Maker") promises to pay to American Pension Services, custodian to the IRA of Dianne J. Hoover acct [REDACTED] ("Payee"), or order, the principal sum of Twenty Thousand & 00/100 Dollars (\$20,000.00) together with interest at the rate hereinafter provided for on the unpaid principal balance of this note from time to time outstanding until paid in full.

Interest shall accrue on the unpaid and outstanding principal balance of this note commencing on March 1st, 2009, and continuing until repayment of this note in full at a rate per annum equal to 12%. The principal amount and interest accrued shall be due and payable in full by March 1st, 2010. If not paid in full by March 1st, 2010, then the interest rate will increase to 15% per annum.

The maturity of this note may be accelerated by Payee in the event Maker is in breach of default of any of the terms, conditions or covenants of any other agreement with Payee or its affiliates. Should default be made in payment of any installment when due hereafter the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note.

Each payment shall be credited first on delinquencies or late fees due, if any, then to interest due and the remainder on principal; interest shall cease upon principal so credited. Should interest not so be paid, it shall thereafter bear like interest as the principal. Any advances or unpaid delinquencies will be added onto the principal balance and bear like interest as the principal.

I promise to pay the following costs, expenses, and attorney's fees paid or incurred by Lender, or adjudged by a court: (1) Reasonable costs of collection, costs, and expenses, and attorney's fees paid or incurred in connection with the collection or enforcement of this Note or Deed of Trust, whether or not suit is filed; (2) costs of suit and such sums as the court may adjudge as attorney's fees in any action to enforce payment of this Note or any part of it; and (3) in addition to the foregoing award of attorney's fees, Lender shall be entitled to its attorney's fees incurred in any post judgment proceedings to enforce judgment in connection with this loan. This provision is separate and several and shall survive the merger of this provision into any judgment.

This Note shall contain a late charge of 5% of the payment and fee, which shall be assessed for any payment made more than thirty (30) days after the date the payment is due.

Borrower shall have the right to make payment of the total principal and fee, then due, at any time prior to the final payment date of this Note, and suffer no pre-payment penalty.

Borrower shall retain the right of first refusal in the event Lender shall elect to sell his interest in this Note.

This Note may in the future be extended and/or the terms changed if both Borrower and Lender agree in writing and execute and sign an amendment stating the new or changed terms. Said amendment shall then be incorporated into this Note.

Should default be made in payment when due, the whole sum of principal and fee shall become immediately due, at the option of the Lender.

Principal and fee payable in lawful money of the United States.


ADDRESS OF BORROWER

[REDACTED]
[REDACTED]

SIGNATURE OF BORROWER



by: William Predebon

STATE OF ARIZONA
COUNTY OF MARICOPA William Predebon
Subscribed and sworn before me this day 23rd
of FEBRUARY, 2009, by
 NOTARY PUBLIC

