

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

ACARTHA GROUP, LLC, by and through its)
RECEIVER, CLAIRE M. SCHENK,)
)
Plaintiff,)

v.)

Case No. 4:12-cv-1142

MORRISS HOLDINGS, L.L.C.,)
Serve: Registered Agent)
CSC Lawyers Incorporating Service Company)
221 Bolivar Street)
Jefferson City, MO 65101)
)
Defendant.)

COMPLAINT FOR BREACH OF NOTE

COMES NOW Claire M. Schenk, the court-appointed Receiver over Acartha Group, LLC, MIC VII, LLC, Acartha Technology Partners, LP, Gryphon Investments III, LLC, and each of their subsidiaries, successors and assigns (collectively, the “Receivership Entities”) and for her Complaint against Defendant Morriss Holdings, L.L.C., states:

1. The Receiver was appointed by the United States District Court for the Eastern District of Missouri pursuant to Court Order on January 17, 2012 (the “Receivership Order”) in the action styled: *The United States Securities and Exchange Commission v. Burton Douglas Morriss, et al.*, Case No. 4:12-cv-80-CEJ, pending in the United States District Court, Eastern District of Missouri (the “SEC Receivership Action”).

2. Under the terms of the Receivership Order, the Receiver was directed to investigate the affairs of the Receivership Entities, to marshal and safeguard the assets of the

Receivership Entities, and to institute legal proceedings for the benefit of the Receivership Entities and their respective investors and creditors.

3. Pursuant to the Receivership Order, and on behalf of Acartha Group LLC (“Acartha Group”), the Receiver is authorized and has standing to assert claims including, but not limited to, all legal and equitable claims available to Acartha Group prior to the institution of this matter.

4. Defendant Morriss Holdings, LLC (“Morriss Holdings”) is a Missouri limited liability company incorporated in March 1998, with its principal place of business in Clayton, Missouri. To the best of the Receiver’s information and belief, Morriss Holdings is a family holding company that manages investments and other business interests of Burton Douglas Morriss and his family.

5. The Receiver brings this action to accomplish certain of the objectives of the Receivership Order. Accordingly, this action is ancillary to the SEC Receivership Action.

6. This Court has jurisdiction over this action under 28 U.S.C §§ 754 and 1692.

7. Further, as the Court that appointed the Receiver, this Court has jurisdiction over any claim brought by the Receiver to execute her Receivership duties.

8. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b), because, among other factors, a substantial part of the events giving rise to the Receiver’s claims against Morriss Holdings occurred in this District.

9. Venue is also proper in this District because:

- a. this action is ancillary to the SEC Receivership Action;
- b. the Receiver was appointed in this District;
- c. this action involves assets and other property of the Receivership Entities.

10. On or about January 1, 2010, Morriss Holdings (as the “Borrower”) executed a Promissory Note (the “Note”) in favor of Acartha Group (as the “Lender”). A true and correct copy of the Note is attached hereto as Exhibit 1 and incorporated herein by reference.

11. Pursuant to the Note, Morriss Holdings is required to pay upon demand the amount set forth on Schedule A attached to the Note, plus any and all accrued interest to date. As of September 30, 2011, and pursuant to Schedule A, the amount of principal and accrued interest was \$6,820,282.83. As of the date of the filing of this Complaint, the balance due and owing under the Note is an amount not less than \$6,808,671.58, plus interest and fees accruing thereon.

12. The Note provides that, among other factors, failure by Morriss Holdings to repay the principal and interest due on the Note within ten business days of the date on which notice is delivered to Morriss Holdings shall constitute an Event of Default. Ex. 1.

13. The Note also provides that, upon an Event of Default, Acartha Group, as the Lender and holder of the Note, may take all legal actions available to collect such indebtedness, and shall be entitled to collect all reasonable legal fees incurred in connection with such action to collect. Ex. 1.

14. Acartha Group, as the Lender and holder of the Note, has performed all conditions, covenants, and promises required on its part to be performed in accordance with the terms and conditions of the Note.

15. On or about June 8, 2012, on behalf of Acartha Group as the Lender and holder of the Note, counsel for the Receiver sent a letter to Morriss Holdings demanding immediate payment of the entire principal balance outstanding under the Note, together with interest owed.

A true and accurate copy of the June 8, 2012 letter to Morriss Holdings is attached hereto as Exhibit 2 and incorporated herein by reference.

16. Morriss Holdings has defaulted on its obligations pursuant to the express terms of the Note by failing to tender to the Receiver on behalf of Acartha Group payment due under the Note as demanded.

17. The Receiver, on behalf of Acartha Group as the Lender and holder of the Note, has incurred attorneys' fees and expenses related to her collection efforts, including, but not limited to, continuing fees and costs incurred by prosecution of this legal action. These costs and fees will continue to accrue until the amounts due and owing have been paid in full.

18. All conditions precedent to Morriss Holdings' performance in making payment under the Note have been satisfied by Acartha Group.

19. Morriss Holdings continues in breach of the Note.

WHEREFORE, the Receiver on behalf of Acartha Group, LLC respectfully requests that this Court enter judgment in its favor and against Morriss Holdings, L.L.C., granting the following relief:

- a. damages in the principal amount of \$6,808,671.58;
- b. accruing interest at a rate set forth in the Note;
- c. post judgment interest pursuant to 28 U.S.C. §1961;
- d. expenses, attorneys' fees, and other costs of collection; and
- e. such other and further relief as this Court deems just and proper.

Respectfully submitted,

THOMPSON COBURN LLP

By /s/ Brian A. Lamping

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Attorneys for Plaintiff

PROMISSORY NOTE

January 1, 2010

For value received, the undersigned **Morriss Holdings LLC** ("Borrower"), hereby promises to pay upon demand to the order of **Acartha Group LLC** ("Lender") the amount set forth on Schedule A attached hereto, as such schedule is amended from time to time to reflect any additional amounts borrowed from the Lender and any amounts repaid to the Lender by the Borrower. The Borrower also promises to pay interest on the unpaid principal amount set forth on Schedule A, for the period such balance is outstanding, at the rate of interest and on the date and in the manner provided herein. The Borrower shall repay the principal and interest due on this Promissory Note in the lawful currency of the United States of America by wire transfer to such account, or such other manner, as the Lender may designate. Failure by the Borrower to repay the principal and interest due on this Promissory Note within ten business days of the date on which notice is delivered to the Borrower shall constitute a default hereunder, and the Lender may take all legal actions available to collect such indebtedness, and shall be entitled to collect all reasonable legal fees incurred in connection with such action to collect. A business day is a day on which banks in New Jersey, New York and Missouri are all open for business and able to accept and transmit funds.

In accordance with the terms of the netting agreement between the Lender and the Borrower, this note replaces the Promissory Note of the Borrower dated as of November 18, 2008 (the "2008 Note") payable to **Acartha Technology Partners, L.P.**, and the entry on Schedule A dated as of the date hereof includes balance due to the Borrower under the 2008 Note, including all accrued interest thereunder. By its execution of the acknowledgment below, **Acartha Technology Partners, L.P.** acknowledges and agrees that upon execution of this Promissory Note by the Borrower, the obligation of the Borrower under the 2008 Note is discharged in full and that the 2008 Note is hereby cancelled.

Interest: Interest shall accrue on the aggregate unpaid principal balance of this Promissory Note recorded on Schedule A attached hereto (the "Note") from the date set opposite such principal balance at a rate on such date equal to the average of the London Interbank Offered Rate for one month deposits of U.S. dollars quoted by the British Bankers Association in the Wall Street Journal ("One Month Libor") plus 1.5%. The interest rate shall be reset on the first business day of each month hereafter. Interest shall be computed based on the actual number of days elapsed in each month divided the actual number of days in the calendar year. If for any reason the One Month Libor rate is unavailable from the Wall Street Journal, the rate shall be determined from data available from another reliable public source for comparable Eurodollar deposits. Interest shall accrue daily and, at the option of the Borrower, may either be paid monthly on the first business day of the month or added to the principal amount of the Note and paid at maturity. Interest is payable on all interest which is not paid to the Lender, and shall compound monthly on all outstanding principle and accrued but unpaid interest.

Draws and Prepayment: The Borrower may draw amounts from time to time from the Lender and shall be set forth on Schedule A attached hereto, with the date of drawing set forth opposite such amount. The Borrower may prepay this Promissory Note at any time in whole or in part without premium or penalty. All prepayments shall be recorded on Schedule A and shall be applied by Lender first to the payment of any accrued but unpaid interest and then to the outstanding principal balance of this Promissory Note.

No Personal Liability: Lender agrees that no stockholder, member, director or officer of the Borrower shall have any personal liability for the repayment of this Promissory Note.

Notice: Any notice, request or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or mailed by registered or certified mail, postage prepaid, or by recognized overnight courier or personal delivery at the respective addresses of the parties as set forth herein. Either the Borrower or the Lender may provide notice of a change of address for future notice hereunder. Notice shall conclusively be deemed to have been given when received.

Borrower: Morriss Holdings, LLC
7820 Maryland Avenue
Clayton, MO 63105
Attn: B. Douglas Morriss, Trustee of the BBMRT, Managing Member


Lender: Acartha Group, LLC
7820 Maryland Avenue
Clayton, MO 63105
Attn: Chairman

This Promissory Note shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of law provisions of the State of Delaware or any other state.

IN WITNESS WHEREOF, the undersigned has executed this Promissory Note as of the date first above written.

MORRISS HOLDINGS, LLC
as Borrower

By: Barbara Burton Morriss Revocable Trust,
Managing Member



B. Douglas Morriss
Trustee

ACARTHA TECHNOLOGY PARTNERS, L.P.
as holder of the 2008 Note

By: Gryphon Investments III, LLC
its General Partner

By: 

B. Douglas Morriss,
Manager

Schedule A to Promissory Note of Morriss Holdings, LLC to Acartha Group, LLC

Start Date	End Date	Days	Reference Interest Rate (%)	Spread	Applicable Interest Rate	Beginning Balance	Interest	Advance/(repay) Amount	Balance
Notes receivable related party									
Note receivable Morriss Holding									
01/01/2009	1/1/2009	-	0.98%	1.50%	1.88%			-39,608.69	-39,608.69
01/01/2009	1/1/2009	-	0.98%	1.50%	1.88%	-39,608.69		-87,835.28	-107,443.85
1/1/2009	1/31/2009	30	0.98%	1.50%	1.88%	-107,443.85		-77,528.00	-184,969.85
1/31/2009	2/28/2009	28	0.48%	1.50%	1.99%	-184,969.85			-184,969.85
2/28/2009	2/28/2009	2	0.48%	1.50%	1.99%	-184,969.85			-184,969.85
2/28/2009	3/31/2009	31	0.53%	1.50%	2.03%	-189,791.79		-4,821.94	-189,791.79
3/31/2009	4/19/2009	10	0.46%	1.50%	1.93%	-189,791.79			-189,791.79
4/19/2009	4/19/2009	-	0.45%	1.50%	1.92%	-189,791.79		78,000.00	-111,791.79
4/19/2009	4/14/2009	4	0.48%	1.50%	1.95%	-111,791.79		0.00	-111,791.79
4/14/2009	4/30/2009	16	0.45%	1.50%	1.89%	-111,791.79		22,000.00	-89,791.79
4/30/2009	5/11/2009	11	0.34%	1.50%	1.84%	-89,791.79		-23,375.00	-113,166.79
5/11/2009	6/31/2009	20	0.82%	1.50%	1.82%	-113,166.79			-113,166.79
6/31/2009	8/30/2009	30	0.32%	1.50%	1.82%	-113,166.79			-113,166.79
8/30/2009	7/1/2009	1	0.29%	1.50%	1.79%	-113,166.79		-12,500.00	-100,888.79
7/1/2009	7/14/2009	13	0.29%	1.50%	1.79%	-100,888.79			-100,888.79
7/14/2009	7/22/2009	8	0.29%	1.50%	1.79%	-100,888.79		5,000.00	-95,888.79
7/22/2009	7/31/2009	9	0.29%	1.50%	1.79%	-95,888.79		69,938.00	-36,790.79
7/31/2009	8/9/2009	8	0.27%	1.50%	1.77%	-36,790.79			-36,790.79
8/9/2009	8/31/2009	25	0.27%	1.50%	1.77%	-36,790.79		42,500.00	6,769.21
8/31/2009	9/9/2009	8	0.25%	1.50%	1.75%	6,769.21	2.91		8,772.12
9/9/2009	9/14/2009	5	0.25%	1.50%	1.75%	8,772.12	1.62	16,000.00	22,772.14
9/14/2009	9/28/2009	15	0.25%	1.50%	1.75%	22,772.14	15.31	22,000.00	44,790.04
9/28/2009	9/30/2009	1	0.25%	1.50%	1.75%	44,790.04	2.14	9,000.00	53,792.18
9/30/2009	10/1/2009	1	0.24%	1.50%	1.74%	53,792.18	2.69		53,792.18
10/1/2009	10/14/2009	13	0.24%	1.50%	1.74%	53,792.18	38.93	9,000.00	58,828.07
10/14/2009	10/19/2009	2	0.24%	1.50%	1.74%	58,828.07	5.62	21,500.00	78,333.49
10/19/2009	10/30/2009	14	0.24%	1.50%	1.74%	78,333.49	82.27	72,500.00	150,885.76
10/30/2009	10/31/2009	1	0.24%	1.50%	1.74%	150,885.76	7.19	190,000.00	340,892.95
10/31/2009	11/12/2009	12	0.24%	1.50%	1.74%	310,892.95	177.14		311,070.09
11/12/2009	11/17/2009	6	0.24%	1.50%	1.74%	311,070.09	73.65	32,000.00	343,143.93
11/17/2009	11/19/2009	2	0.24%	1.50%	1.74%	343,143.93	32.59	28,000.00	371,176.52
11/19/2009	11/25/2009	6	0.24%	1.50%	1.74%	371,176.52	106.74	98,000.00	469,282.26
11/25/2009	11/30/2009	5	0.24%	1.50%	1.74%	469,282.26	111.41	21,500.00	490,893.67
11/30/2009	12/18/2009	18	0.23%	1.50%	1.73%	490,893.67	418.58		491,312.03
12/18/2009	12/30/2009	12	0.23%	1.50%	1.73%	491,312.03	279.15	82,500.00	574,191.18
12/30/2009	12/31/2009	1	0.23%	1.50%	1.73%	574,191.18	27.19	21,077.18	595,268.53
12/31/2009	12/31/2009	-	0.23%	1.50%	1.73%	595,268.53	0.00	1,382,328.63	1,977,622.16
12/31/2009	1/1/2010	1	0.23%	1.50%	1.73%	1,977,622.16	93.83		1,977,715.79
1/1/2010	1/13/2010	12	0.23%	1.50%	1.73%	1,977,715.79	1,122.89	-218,916.92	1,768,921.76
1/13/2010	1/14/2010	1	0.23%	1.50%	1.73%	1,768,921.76	83.27	21,871.81	1,789,796.84
1/14/2010	1/15/2010	1	0.23%	1.50%	1.73%	1,789,796.84	84.31	16,000.00	1,787,081.16
1/15/2010	1/19/2010	4	0.23%	1.50%	1.73%	1,787,081.16	340.11	82,000.00	1,879,401.28
1/19/2010	1/29/2010	10	0.23%	1.50%	1.73%	1,879,401.28	889.22	12,085.57	1,892,386.05
1/29/2010	1/31/2010	2	0.23%	1.50%	1.73%	1,892,386.05	179.07	11,108.04	1,903,674.17
1/31/2010	2/2/2010	2	0.23%	1.50%	1.73%	1,903,674.17	179.67		1,903,854.04
2/2/2010	2/3/2010	1	0.23%	1.50%	1.73%	1,903,854.04	89.94	82,258.44	1,986,202.42
2/3/2010	2/12/2010	9	0.23%	1.50%	1.73%	1,986,202.42	848.78	1,200.00	1,988,251.18
2/12/2010	2/18/2010	4	0.23%	1.50%	1.73%	1,988,251.18	377.61	131,688.93	2,129,685.13
2/18/2010	2/18/2010	2	0.23%	1.50%	1.73%	2,129,685.13	201.23	78,000.00	2,205,885.35
2/18/2010	2/18/2010	1	0.23%	1.50%	1.73%	2,205,885.35	104.21	11,073.00	2,217,065.57
2/18/2010	2/24/2010	5	0.23%	1.50%	1.73%	2,217,065.57	623.71	78,076.00	2,295,664.27
2/24/2010	2/25/2010	1	0.23%	1.50%	1.73%	2,295,664.27	108.43	11,075.00	2,306,847.73
2/25/2010	2/26/2010	1	0.23%	1.50%	1.73%	2,306,847.73	108.98	28,688.50	2,335,646.21
2/26/2010	2/28/2010	2	0.23%	1.50%	1.73%	2,335,646.21	220.69	84,500.00	2,400,266.90
2/28/2010	3/3/2010	3	0.24%	1.50%	1.74%	2,400,266.90	341.82		2,400,708.71
3/3/2010	3/4/2010	1	0.24%	1.50%	1.74%	2,400,708.71	113.85	20,000.00	2,420,822.67
3/4/2010	3/5/2010	1	0.24%	1.50%	1.74%	2,420,822.67	114.91	23,000.00	2,443,937.58
3/5/2010	3/11/2010	6	0.24%	1.50%	1.74%	2,443,937.58	688.04	20,500.00	2,465,183.62
3/11/2010	3/18/2010	7	0.24%	1.50%	1.74%	2,465,183.62	818.09	2,048.80	2,468,002.61
3/18/2010	3/18/2010	1	0.24%	1.50%	1.74%	2,468,002.61	117.16	1,500.00	2,469,619.78
3/18/2010	3/30/2010	11	0.24%	1.50%	1.74%	2,469,619.78	1,289.49	10,812.45	2,481,721.70

Schedule A to Promissory Note of Morriss Holdings, LLC to Acartha Group, LLC

Start Date	End Date	Days	Reference Interest Rate (%)	Applicable Interest Rate	Spread	Beginning Balance	Interest	Advance/(repay)	
								Amount	Balance
Notes receivable related party									
9/30/2010	4/5/2010	8	0.25%	1.50%	1.76%	2,481,721.70	715.98	10,812.45	2,493,250.10
4/5/2010	4/13/2010	8	0.26%	1.50%	1.76%	2,493,250.10	858.04	10,823.18	2,505,132.30
4/13/2010	4/29/2010	16	0.26%	1.50%	1.76%	2,505,132.30	1,927.23	51,710.47	2,558,770.00
4/29/2010	4/30/2010	1	0.26%	1.50%	1.76%	2,558,770.00	123.03	43,000.00	2,601,893.03
4/30/2010	5/3/2010	3	0.34%	1.50%	1.84%	2,601,893.03	391.48	21,583.53	2,623,848.12
5/3/2010	5/10/2010	7	0.34%	1.50%	1.84%	2,623,848.12	821.11	11,000.00	2,635,769.23
5/10/2010	5/11/2010	1	0.34%	1.50%	1.84%	2,635,769.23	182.18	147,818.82	2,783,718.23
5/11/2010	5/20/2010	9	0.34%	1.50%	1.84%	2,783,718.23	1,250.44	21,633.84	2,806,906.51
5/20/2010	5/21/2010	1	0.34%	1.50%	1.84%	2,806,906.51	140.76	17,500.00	2,824,248.08
5/21/2010	5/28/2010	5	0.34%	1.50%	1.84%	2,824,248.08	708.18	11,782.87	2,836,722.22
5/28/2010	5/28/2010	2	0.34%	1.50%	1.84%	2,836,722.22	284.52	22,000.00	2,859,004.74
5/28/2010	5/20/2010	2	0.34%	1.50%	1.84%	2,859,004.74	288.78	-17,178.27	2,842,115.23
5/30/2010	0/10/2010	11	0.35%	1.50%	1.85%	2,842,115.23	1,578.14		2,843,894.37
6/10/2010	6/16/2010	5	0.35%	1.50%	1.85%	2,843,894.37	716.10	16,894.32	2,864,305.87
6/16/2010	6/18/2010	1	0.35%	1.50%	1.85%	2,864,305.87	144.68	133,524.11	2,997,976.65
6/18/2010	6/19/2010	2	0.35%	1.50%	1.85%	2,997,976.65	302.86	80,000.00	3,028,278.62
6/19/2010	6/22/2010	4	0.35%	1.50%	1.85%	3,028,278.62	611.84	10,000.00	3,038,890.27
6/22/2010	6/30/2010	8	0.35%	1.50%	1.85%	3,038,890.27	1,227.98	8,022.83	3,049,140.88
6/30/2010	7/9/2010	8	0.35%	1.50%	1.85%	3,049,140.88	1,222.39	-23,683.72	3,025,760.75
7/9/2010	7/9/2010	1	0.33%	1.50%	1.83%	3,025,760.75	181.87	10,657.58	3,037,600.18
7/9/2010	7/14/2010	5	0.33%	1.50%	1.83%	3,037,600.18	781.08	48,800.00	3,086,880.18
7/14/2010	7/15/2010	1	0.33%	1.50%	1.83%	3,086,880.18	154.89	10,000.00	3,097,034.87
7/15/2010	7/16/2010	1	0.33%	1.50%	1.83%	3,097,034.87	155.20	221,365.29	3,318,655.80
7/16/2010	7/20/2010	7	0.33%	1.50%	1.83%	3,318,655.80	1,184.10	65,528.00	3,385,247.48
7/20/2010	7/29/2010	5	0.33%	1.50%	1.83%	3,385,247.48	848.21	45,385.29	3,431,480.88
7/29/2010	7/29/2010	1	0.33%	1.50%	1.83%	3,431,480.88	171.89	7,000.00	3,438,892.91
7/29/2010	7/30/2010	1	0.33%	1.50%	1.83%	3,438,892.91	172.32	18,228.04	3,454,093.27
7/30/2010	7/31/2010	1	0.33%	1.50%	1.83%	3,454,093.27	173.09	48,000.00	3,500,206.36
7/31/2010	8/9/2010	6	0.28%	1.50%	1.78%	3,500,206.36	1,018.79		3,501,225.15
8/9/2010	8/18/2010	10	0.28%	1.50%	1.78%	3,501,225.15	1,698.48	16,228.04	3,518,151.66
8/18/2010	8/18/2010	2	0.28%	1.50%	1.78%	3,518,151.66	341.34	400.00	3,518,893.00
8/18/2010	8/20/2010	2	0.28%	1.50%	1.78%	3,518,893.00	341.41	108,804.71	3,628,438.12
8/20/2010	8/27/2010	7	0.28%	1.50%	1.78%	3,628,438.12	1,281.35	8,804.71	3,637,275.18
8/27/2010	8/30/2010	3	0.28%	1.50%	1.78%	3,637,275.18	628.34	19,884.10	3,657,084.62
8/30/2010	8/31/2010	1	0.28%	1.50%	1.78%	3,657,084.62	177.44	26,884.59	3,684,730.65
8/31/2010	9/2/2010	2	0.28%	1.50%	1.78%	3,684,730.65	353.77	276,000.00	3,960,084.43
9/2/2010	9/10/2010	8	0.28%	1.50%	1.78%	3,960,084.43	1,620.85	50,000.00	4,011,695.27
9/10/2010	9/13/2010	3	0.28%	1.50%	1.78%	4,011,695.27	677.74	10,228.03	4,022,411.04
9/13/2010	9/15/2010	2	0.28%	1.50%	1.78%	4,022,411.04	388.20	16,000.00	4,037,797.24
9/15/2010	9/21/2010	8	0.26%	1.50%	1.76%	4,037,797.24	1,163.02	21,904.71	4,060,864.98
9/21/2010	9/23/2010	2	0.26%	1.50%	1.76%	4,060,864.98	389.88	10,904.71	4,072,159.58
9/23/2010	9/30/2010	7	0.26%	1.50%	1.76%	4,072,159.58	1,388.40	150,000.00	4,223,527.98
9/30/2010	10/6/2010	6	0.26%	1.50%	1.76%	4,223,527.98	1,215.89	9,904.71	4,234,048.58
10/6/2010	10/8/2010	2	0.26%	1.50%	1.76%	4,234,048.58	400.39	4,776.00	4,239,328.88
10/8/2010	10/14/2010	6	0.26%	1.50%	1.76%	4,239,328.88	1,220.66	9,904.71	4,250,853.25
10/14/2010	10/15/2010	1	0.26%	1.50%	1.76%	4,250,853.25	203.98	6,500.00	4,257,558.19
10/15/2010	10/22/2010	7	0.26%	1.50%	1.76%	4,257,558.19	1,430.00	60,729.87	4,318,818.06
10/22/2010	10/29/2010	7	0.26%	1.50%	1.76%	4,318,818.06	1,450.88	26,120.28	4,345,390.20
10/29/2010	10/31/2010	2	0.26%	1.50%	1.76%	4,345,390.20	417.09	10,228.04	4,357,035.33
10/31/2010	11/5/2010	5	0.26%	1.50%	1.76%	4,357,035.33	1,046.27		4,359,080.60
11/5/2010	11/16/2010	10	0.26%	1.50%	1.76%	4,359,080.60	2,081.05	10,228.04	4,370,390.59
11/16/2010	11/24/2010	9	0.26%	1.50%	1.76%	4,370,390.59	1,887.28	9,744.99	4,382,031.94
11/24/2010	11/30/2010	6	0.26%	1.50%	1.76%	4,382,031.94	1,281.52	9,744.99	4,393,038.45
11/30/2010	12/1/2010	1	0.26%	1.50%	1.76%	4,393,038.45	210.78	9,883.17	4,403,112.40
12/1/2010	12/3/2010	2	0.26%	1.50%	1.76%	4,403,112.40	422.63	91,000.00	4,494,534.93
12/3/2010	12/7/2010	4	0.26%	1.50%	1.76%	4,494,534.93	851.09	5,000.00	4,499,386.02
12/7/2010	12/10/2010	3	0.26%	1.50%	1.76%	4,499,386.02	633.19	35,008.24	4,478,033.42
12/10/2010	12/14/2010	4	0.26%	1.50%	1.76%	4,478,033.42	839.06	25,000.00	4,501,892.48
12/14/2010	12/17/2010	3	0.26%	1.50%	1.76%	4,501,892.48	848.01	128,285.80	4,629,834.29
12/17/2010	12/27/2010	10	0.26%	1.50%	1.76%	4,629,834.29	2,220.89	39,000.00	4,670,057.28
12/27/2010	12/30/2010	3	0.26%	1.50%	1.76%	4,670,057.28	672.22	222,000.00	4,892,729.47
12/30/2010	12/31/2010	1	0.26%	1.50%	1.76%	4,892,729.47	234.78	10,113.45	4,903,077.89

Schedule A to Promissory Note of Morris Holdings, LLC to Acartha Group, LLC

Start Date	End Date	Days	Reference Interest Rate (%)	Spread	Applicable Interest Rate	Beginning		Advance/repay	
						Balance	Interest	Amount	Balance
Notes receivable related party									
12/31/2010	12/31/2010	-	0.25%	1.50%	1.75%	4,503,077.58	0.00	-661,208.82	4,241,867.89
12/31/2010	1/3/2011	3	0.25%	1.50%	1.75%	4,241,867.89	812.16		4,242,680.01
1/3/2011	1/4/2011	1	0.25%	1.50%	1.75%	4,242,400.01	204.08		4,255,184.09
1/4/2011	1/5/2011	1	0.25%	1.50%	1.75%	4,255,184.09	204.69		4,270,888.78
1/5/2011	1/8/2011	1	0.25%	1.50%	1.75%	4,270,888.78	205.42		4,370,707.55
1/5/2011	1/10/2011	4	0.25%	1.50%	1.75%	4,370,707.55	840.99		4,406,548.54
1/10/2011	1/11/2011	1	0.25%	1.50%	1.75%	4,406,548.54	211.82		4,420,760.58
1/11/2011	1/14/2011	3	0.25%	1.50%	1.75%	4,420,760.58	637.87		4,436,398.53
1/14/2011	1/17/2011	3	0.25%	1.50%	1.75%	4,436,398.53	640.22		4,458,934.80
1/17/2011	1/24/2011	7	0.25%	1.50%	1.75%	4,458,934.80	1,601.44		4,481,436.25
1/24/2011	1/28/2011	4	0.25%	1.50%	1.75%	4,481,436.25	858.48		4,472,284.69
1/28/2011	1/31/2011	3	0.25%	1.50%	1.75%	4,472,284.69	645.40		4,478,440.10
1/31/2011	2/2/2011	2	0.25%	1.50%	1.75%	4,478,440.10	490.88		4,494,328.23
2/2/2011	2/8/2011	6	0.25%	1.50%	1.75%	4,494,328.23	1,441.48		4,501,678.78
2/8/2011	2/10/2011	2	0.25%	1.50%	1.75%	4,501,678.78	482.64		4,502,716.43
2/10/2011	2/11/2011	1	0.25%	1.50%	1.75%	4,502,716.43	241.83		4,503,403.25
2/11/2011	2/14/2011	3	0.25%	1.50%	1.75%	4,503,403.25	725.66		4,504,130.21
2/14/2011	2/17/2011	3	0.25%	1.50%	1.75%	4,504,130.21	728.60		4,505,814.53
2/17/2011	2/22/2011	5	0.25%	1.50%	1.75%	4,505,814.53	1,218.18		4,507,032.72
2/22/2011	2/28/2011	6	0.25%	1.50%	1.75%	4,507,032.72	1,485.68		4,508,497.78
2/28/2011	3/1/2011	1	0.25%	1.50%	1.75%	4,508,497.78	243.85		4,509,348.21
3/1/2011	3/2/2011	1	0.25%	1.50%	1.75%	4,509,348.21	252.84		4,510,095.85
3/2/2011	3/2/2011	1	0.25%	1.50%	1.75%	4,510,095.85	253.13		4,510,348.98
3/3/2011	3/4/2011	1	0.25%	1.50%	1.75%	4,510,348.98	253.28		4,510,602.04
3/4/2011	3/7/2011	3	0.25%	1.50%	1.75%	4,510,602.04	780.88		4,511,382.92
3/7/2011	3/8/2011	1	0.25%	1.50%	1.75%	4,511,382.92	254.65		4,511,637.57
3/8/2011	3/8/2011	1	0.25%	1.50%	1.75%	4,511,637.57	254.72		4,511,892.29
3/8/2011	3/15/2011	6	0.25%	1.50%	1.75%	4,511,892.29	1,537.25		4,513,429.54
3/15/2011	3/17/2011	2	0.25%	1.50%	1.75%	4,513,429.54	814.10		4,514,243.64
3/17/2011	3/18/2011	1	0.25%	1.50%	1.75%	4,514,243.64	258.09		4,514,501.73
3/18/2011	3/21/2011	3	0.25%	1.50%	1.75%	4,514,501.73	774.69		4,515,276.42
3/21/2011	3/23/2011	2	0.25%	1.50%	1.75%	4,515,276.42	518.14		4,515,794.56
3/23/2011	3/24/2011	1	0.25%	1.50%	1.75%	4,515,794.56	259.10		4,516,053.66
3/24/2011	3/25/2011	1	0.25%	1.50%	1.75%	4,516,053.66	259.35		4,516,313.01
3/25/2011	3/28/2011	4	0.25%	1.50%	1.75%	4,516,313.01	1,038.00		4,517,351.01
3/28/2011	3/30/2011	1	0.25%	1.50%	1.75%	4,517,351.01	281.09		4,517,632.10
3/30/2011	3/31/2011	1	0.25%	1.50%	1.75%	4,517,632.10	281.17		4,517,913.27
3/31/2011	4/1/2011	1	0.25%	1.50%	1.75%	4,517,913.27	281.49		4,518,194.76
4/1/2011	4/4/2011	3	0.25%	1.50%	1.75%	4,518,194.76	785.74		4,518,980.50
4/4/2011	4/5/2011	1	0.25%	1.50%	1.75%	4,518,980.50	284.82		4,519,265.32
4/5/2011	4/5/2011	1	0.25%	1.50%	1.75%	4,519,265.32	285.44		4,519,550.76
4/5/2011	4/7/2011	1	0.25%	1.50%	1.75%	4,519,550.76	289.23		4,519,840.00
4/7/2011	4/11/2011	4	0.25%	1.50%	1.75%	4,519,840.00	1,078.32		4,520,918.32
4/11/2011	4/12/2011	1	0.25%	1.50%	1.75%	4,520,918.32	288.87		4,521,207.19
4/12/2011	4/13/2011	1	0.25%	1.50%	1.75%	4,521,207.19	289.00		4,521,496.19
4/13/2011	4/14/2011	1	0.25%	1.50%	1.75%	4,521,496.19	270.88		4,521,767.07
4/14/2011	4/18/2011	4	0.25%	1.50%	1.75%	4,521,767.07	1,084.55		4,522,851.62
4/18/2011	4/19/2011	1	0.25%	1.50%	1.75%	4,522,851.62	271.54		4,523,123.16
4/19/2011	4/21/2011	2	0.25%	1.50%	1.75%	4,523,123.16	544.83		4,523,667.99
4/21/2011	4/27/2011	6	0.25%	1.50%	1.75%	4,523,667.99	1,637.04		4,525,305.03
4/27/2011	4/30/2011	3	0.25%	1.50%	1.75%	4,525,305.03	818.19		4,526,123.22
4/30/2011	5/1/2011	1	0.25%	1.50%	1.75%	4,526,123.22	273.88		4,526,397.10
5/1/2011	5/8/2011	6	0.25%	1.50%	1.75%	4,526,397.10	1,369.38		4,527,766.48
5/8/2011	5/12/2011	5	0.25%	1.50%	1.75%	4,527,766.48	1,651.19		4,529,417.67
5/12/2011	5/17/2011	5	0.25%	1.50%	1.75%	4,529,417.67	1,380.80		4,530,798.47
5/17/2011	5/19/2011	2	0.25%	1.50%	1.75%	4,530,798.47	562.97		4,531,361.44
5/19/2011	5/25/2011	6	0.25%	1.50%	1.75%	4,531,361.44	1,871.87		4,533,233.31
5/25/2011	5/31/2011	6	0.25%	1.50%	1.75%	4,533,233.31	1,876.78		4,535,110.09
5/31/2011	6/1/2011	1	0.25%	1.50%	1.75%	4,535,110.09	280.19		4,535,390.28
6/1/2011	6/7/2011	6	0.25%	1.50%	1.75%	4,535,390.28	1,898.47		4,537,288.75
6/7/2011	6/9/2011	2	0.25%	1.50%	1.75%	4,537,288.75	587.06		4,537,875.81
6/9/2011	6/14/2011	5	0.25%	1.50%	1.75%	4,537,875.81	1,422.31		4,539,298.12

Schedule A to Promissory Note of Morriss Holdings, LLC to Acartha Group, LLC

Start Date	End Date	Days	Reference Interest Rate (%)	Spread	Applicable Interest Rate	Beginning Balance	Interest	Advance/(repay) Amount	Balance
Notes receivable related party									
6/14/2011	6/16/2011	1	0.25%	1.50%	1.75%	5,953,629.67	285.88	16,738.44	5,970,652.79
6/18/2011	6/19/2011	1	0.25%	1.50%	1.75%	5,976,652.79	296.45	2,000.00	5,981,839.23
6/16/2011	6/17/2011	1	0.25%	1.50%	1.75%	5,981,839.23	298.59	2,000.00	5,984,125.79
6/17/2011	6/21/2011	4	0.25%	1.50%	1.75%	5,984,125.79	1,146.86	5,000.00	5,990,272.45
6/21/2011	6/22/2011	1	0.25%	1.50%	1.75%	5,990,272.45	298.96	8,738.44	5,999,297.85
6/22/2011	6/24/2011	2	0.25%	1.50%	1.75%	5,999,297.85	574.79	16,800.00	6,016,172.84
6/24/2011	6/28/2011	4	0.25%	1.50%	1.75%	6,016,172.84	1,152.90	171,000.00	6,188,325.44
6/28/2011	6/30/2011	2	0.25%	1.50%	1.75%	6,188,325.44	592.80	8,655.03	6,197,773.43
7/1/2011	7/7/2011	6	0.19%	1.50%	1.69%	6,198,070.33		12,500.00	6,212,284.04
7/7/2011	7/14/2011	7	0.19%	1.50%	1.69%	6,212,284.04		8,855.09	6,223,148.05
7/14/2011	7/21/2011	7	0.19%	1.50%	1.69%	6,223,148.05		8,855.09	6,234,005.59
7/21/2011	7/28/2011	5	0.19%	1.50%	1.69%	6,234,005.59		8,855.09	6,244,297.03
7/28/2011	7/28/2011	3	0.19%	1.50%	1.69%	6,244,297.03		20,575.00	6,264,735.29
7/28/2011	7/31/2011	2	0.19%	1.50%	1.69%	6,265,785.29		24,088.38	6,290,401.19
8/1/2011	8/4/2011	3	0.21%	1.50%	1.71%	6,290,401.19		0.00	6,291,283.44
8/4/2011	8/11/2011	7	0.21%	1.50%	1.71%	6,291,283.44		9,088.38	6,302,430.82
8/11/2011	8/12/2011	1	0.21%	1.50%	1.71%	6,302,430.82		2,000.00	6,304,725.49
8/12/2011	8/17/2011	5	0.21%	1.50%	1.71%	6,304,725.49		13,000.00	6,318,189.35
8/17/2011	8/19/2011	2	0.21%	1.50%	1.71%	6,318,189.35		2,000.00	6,321,790.24
8/19/2011	8/22/2011	3	0.21%	1.50%	1.71%	6,321,790.24		5,834.00	6,328,510.95
8/22/2011	8/23/2011	1	0.21%	1.50%	1.71%	6,328,510.95		12,235.17	6,341,043.01
8/23/2011	8/24/2011	1	0.21%	1.50%	1.71%	6,341,043.01		35,000.00	6,376,333.48
8/24/2011	8/31/2011	7	0.21%	1.50%	1.71%	6,376,333.48		21,750.00	6,400,178.32
8/31/2011	9/2/2011	2	0.23%	1.50%	1.73%	6,400,178.32		0.00	6,400,178.67
9/2/2011	9/8/2011	4	0.23%	1.50%	1.73%	6,400,178.67		3,400.00	6,405,392.51
9/8/2011	9/9/2011	2	0.23%	1.50%	1.73%	6,405,392.51		2,000.00	6,407,398.36
9/9/2011	9/9/2011	1	0.23%	1.50%	1.73%	6,407,398.36		37,915.38	6,448,216.79
9/9/2011	9/12/2011	3	0.23%	1.50%	1.73%	6,448,216.79		3,073.00	6,451,204.39
9/12/2011	9/19/2011	1	0.23%	1.50%	1.73%	6,460,204.39		59,117.78	6,500,827.18
9/18/2011	9/19/2011	2	0.23%	1.50%	1.73%	6,500,827.18		2,000.00	6,511,242.80
9/19/2011	9/19/2011	1	0.23%	1.50%	1.73%	6,511,242.80		38,127.24	6,549,677.97
9/18/2011	9/21/2011	5	0.23%	1.50%	1.73%	6,549,677.97		100,000.00	6,651,226.72
9/21/2011	9/22/2011	1	0.23%	1.50%	1.73%	6,651,226.72		31,000.00	6,682,544.27
9/22/2011	9/29/2011	1	0.23%	1.50%	1.73%	6,682,544.27		15,878.38	6,698,730.69
9/29/2011	9/29/2011	3	0.23%	1.50%	1.73%	6,698,730.69		28,000.00	6,726,811.08
9/26/2011	9/29/2011	3	0.23%	1.50%	1.73%	6,726,811.08		4,117.78	6,734,783.06
9/29/2011	9/30/2011	1	0.23%	1.50%	1.73%	6,734,783.06		71,800.00	6,806,671.68
9/30/2011	9/30/2011	-	0.23%	1.50%	1.73%	6,806,671.68		13,691.28	6,820,282.83

(1) 1 month LIBOR rate per wsjprlmerate.us site

June 8, 2012

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VIA FACSIMILE & FEDERAL EXPRESS

Morriss Holdings, LLC
C/O David S. Corwin, Esq.
Sher Corwin Winters LLC
190 Carondelet Plaza, Suite 1100
St. Louis, MO 63105
(314) 721-5200
(314) 721-5201

Re: Notice of Default and Demand for Immediate Payment

Dear Mr. Corwin:

You are receiving this letter as counsel for Morriss Holdings, LLC. On behalf of the Claire M. Schenk, the Court appointed Receiver over Acartha Group LLC, this letter will serve as a formal demand upon your client, Morriss Holdings, LLC, as borrower, for immediate payment of the entire principal balance outstanding under the promissory note dated January 1, 2010 (the "Note") (attached hereto), together with unpaid interest accrued thereon, any and all other sums due thereunder, including the costs of collecting the note and attorneys' fees and costs.

As of September 30, 2011, the principal balance under the Note was \$6,808,671.58. Unless payment of all amounts due and payable under the Note are received by the Receiver in full within ten (10) days of the date of this letter, together with interest to date, we will initiate legal proceedings to enforce such payment, together with accrued interest and legal expenses.

Please contact me if you would like to discuss this matter

June 8, 2012
Page 2

Very truly yours,

Thompson Coburn LLP

A handwritten signature in black ink, appearing to read "Brian A. Lamping". The signature is fluid and cursive, with a prominent initial "B" and a long, sweeping tail.

By
Brian A. Lamping

Enclosure

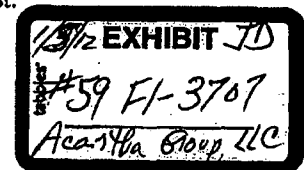
PROMISSORY NOTE

January 1, 2010

For value received, the undersigned **Morriss Holdings LLC** ("Borrower"), hereby promises to pay upon demand to the order of **Acartha Group LLC** ("Lender") the amount set forth on Schedule A attached hereto, as such schedule is amended from time to time to reflect any additional amounts borrowed from the Lender and any amounts repaid to the Lender by the Borrower. The Borrower also promises to pay interest on the unpaid principal amount set forth on Schedule A, for the period such balance is outstanding, at the rate of interest and on the date and in the manner provided herein. The Borrower shall repay the principal and interest due on this Promissory Note in the lawful currency of the United States of America by wire transfer to such account, or such other manner, as the Lender may designate. Failure by the Borrower to repay the principal and interest due on this Promissory Note within ten business days of the date on which notice is delivered to the Borrower shall constitute a default hereunder, and the Lender may take all legal actions available to collect such indebtedness, and shall be entitled to collect all reasonable legal fees incurred in connection with such action to collect. A business day is a day on which banks in New Jersey, New York and Missouri are all open for business and able to accept and transmit funds.

In accordance with the terms of the netting agreement between the Lender and the Borrower, this note replaces the Promissory Note of the Borrower dated as of November 18, 2008 (the "2008 Note") payable to Acartha Technology Partners, L.P., and the entry on Schedule A dated as of the date hereof includes balance due to the Borrower under the 2008 Note, including all accrued interest thereunder. By its execution of the acknowledgment below, Acartha Technology Partners, L.P. acknowledges and agrees that upon execution of this Promissory Note by the Borrower, the obligation of the Borrower under the 2008 Note is discharged in full and that the 2008 Note is hereby cancelled.

Interest: Interest shall accrue on the aggregate unpaid principal balance of this Promissory Note recorded on Schedule A attached hereto (the "Note") from the date set opposite such principal balance at a rate on such date equal to the average of the London Interbank Offered Rate for one month deposits of U.S. dollars quoted by the British Bankers Association in the Wall Street Journal ("One Month Libor") plus 1.5%. The interest rate shall be reset on the first business day of each month hereafter. Interest shall be computed based on the actual number of days elapsed in each month divided the actual number of days in the calendar year. If for any reason the One Month Libor rate is unavailable from the Wall Street Journal, the rate shall be determined from data available from another reliable public source for comparable Eurodollar deposits. Interest shall accrue daily and, at the option of the Borrower, may either be paid monthly on the first business day of the month or added to the principal amount of the Note and paid at maturity. Interest is payable on all interest which is not paid to the Lender, and shall compound monthly on all outstanding principle and accrued but unpaid interest.



FOIA Confidential Treatment Requested by Acartha Group, LLC

AG-0001893



Draws and Prepayment: The Borrower may draw amounts from time to time from the Lender and shall be set forth on Schedule A attached hereto, with the date of drawing set forth opposite such amount. The Borrower may prepay this Promissory Note at any time in whole or in part without premium or penalty. All prepayments shall be recorded on Schedule A and shall be applied by Lender first to the payment of any accrued but unpaid interest and then to the outstanding principal balance of this Promissory Note.

No Personal Liability: Lender agrees that no stockholder, member, director or officer of the Borrower shall have any personal liability for the repayment of this Promissory Note.

Notice: Any notice, request or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or mailed by registered or certified mail, postage prepaid, or by recognized overnight courier or personal delivery at the respective addresses of the parties as set forth herein. Either the Borrower or the Lender may provide notice of a change of address for future notice hereunder. Notice shall conclusively be deemed to have been given when received.

Borrower: Morriss Holdings, LLC
7820 Maryland Avenue
Clayton, MO 63105
Attn: B. Douglas Morriss, Trustee of the BBMRT, Managing Member


Lender: Acartha Group, LLC
7820 Maryland Avenue
Clayton, MO 63105
Attn: Chairman

This Promissory Note shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of law provisions of the State of Delaware or any other state.

IN WITNESS WHEREOF, the undersigned has executed this Promissory Note as of the date first above written.

MORRISS HOLDINGS, LLC
as Borrower

By: Barbara Burton Morriss Revocable Trust,
Managing Member



B. Douglas Morriss
Trustee

ACARTHA TECHNOLOGY PARTNERS, L.P.
as holder of the 2008 Note

By: Gryphon Investments III, LLC
its General Partner

By: 

B. Douglas Morriss,
Manager

Schedule A to Promissory Note of Morriss Holdings, LLC to Acartha Group, LLC

Start Date	End Date	Days	Reference Interest Rate (%)	Spread	Applicable Interest Rate	Beginning Balance	Interest	Advance/(repay) Amount	Balance
Notes receivable related party									
Note receivable Morriss Holding									
01/01/2009	1/1/2009	-	0.98%	1.50%	1.88%			-39,608.69	-39,608.69
01/01/2009	1/1/2009	-	0.98%	1.50%	1.88%	-39,608.69			-67,835.28
1/1/2009	1/31/2009	30	0.98%	1.50%	1.88%	-107,443.85		-77,528.00	-184,969.85
2/28/2009	2/28/2009	28	0.48%	1.50%	1.98%	-184,969.85			-184,969.85
2/28/2009	2/28/2009	2	0.48%	1.50%	1.98%	-184,969.85			-184,969.85
2/28/2009	3/31/2009	31	0.53%	1.50%	2.03%	-189,791.79		-4,821.94	-189,791.79
3/31/2009	4/19/2009	10	0.46%	1.50%	1.95%	-189,791.79			-189,791.79
4/19/2009	4/19/2009	-	0.45%	1.50%	1.95%	-189,791.79		78,000.00	-111,791.79
4/19/2009	4/14/2009	4	0.48%	1.50%	1.95%	-111,791.79		0.00	-111,791.79
4/14/2009	4/30/2009	16	0.45%	1.50%	1.95%	-111,791.79		22,000.00	-89,791.79
4/30/2009	5/11/2009	11	0.34%	1.50%	1.84%	-89,791.79		-23,375.00	-113,166.79
5/11/2009	6/31/2009	20	0.82%	1.50%	1.82%	-113,166.79			-113,166.79
5/31/2009	6/30/2009	30	0.32%	1.50%	1.82%	-113,166.79			-113,166.79
6/30/2009	7/1/2009	1	0.29%	1.50%	1.79%	-113,166.79		-12,500.00	-100,888.79
7/1/2009	7/14/2009	13	0.29%	1.50%	1.79%	-100,888.79			-100,888.79
7/14/2009	7/22/2009	8	0.29%	1.50%	1.79%	-100,888.79		5,000.00	-95,888.79
7/22/2009	7/31/2009	9	0.29%	1.50%	1.79%	-95,888.79		69,938.00	-25,950.79
7/31/2009	8/9/2009	9	0.27%	1.50%	1.77%	-25,950.79			-25,950.79
8/9/2009	8/31/2009	25	0.27%	1.50%	1.77%	-25,950.79		42,500.00	16,549.21
8/31/2009	9/9/2009	9	0.25%	1.50%	1.75%	16,549.21	2.91		16,552.12
9/9/2009	9/14/2009	5	0.25%	1.50%	1.75%	16,552.12	1.62	16,000.00	32,552.12
9/14/2009	9/28/2009	15	0.25%	1.50%	1.75%	32,552.12	15.31	22,000.00	54,567.43
9/28/2009	9/30/2009	1	0.25%	1.50%	1.75%	54,567.43	2.14	9,000.00	63,569.57
9/30/2009	10/1/2009	1	0.24%	1.50%	1.74%	63,569.57	2.69		66,262.26
10/1/2009	10/14/2009	13	0.24%	1.50%	1.74%	66,262.26	38.93	9,000.00	75,262.26
10/14/2009	10/19/2009	2	0.24%	1.50%	1.74%	75,262.26	5.62	21,500.00	96,762.26
10/19/2009	10/30/2009	14	0.24%	1.50%	1.74%	96,762.26	82.27	72,500.00	169,262.26
10/30/2009	10/31/2009	1	0.24%	1.50%	1.74%	169,262.26	7.19	190,000.00	359,262.26
10/31/2009	11/12/2009	12	0.24%	1.50%	1.74%	359,262.26	177.14		536,409.40
11/12/2009	11/17/2009	6	0.24%	1.50%	1.74%	536,409.40	73.65	32,000.00	610,409.40
11/17/2009	11/19/2009	2	0.24%	1.50%	1.74%	610,409.40	32.59	28,000.00	640,409.40
11/19/2009	11/25/2009	6	0.24%	1.50%	1.74%	640,409.40	106.74	98,000.00	738,409.40
11/25/2009	11/30/2009	5	0.24%	1.50%	1.74%	738,409.40	111.41	21,500.00	850,409.40
11/30/2009	12/18/2009	18	0.23%	1.50%	1.73%	850,409.40	418.58		1,268,997.98
12/18/2009	12/30/2009	12	0.23%	1.50%	1.73%	1,268,997.98	279.15	82,500.00	1,351,497.98
12/30/2009	12/31/2009	1	0.23%	1.50%	1.73%	1,351,497.98	27.19	21,077.18	1,372,575.16
12/31/2009	12/31/2009	-	0.23%	1.50%	1.73%	1,372,575.16	0.00	1,382,928.63	2,755,503.79
12/31/2009	1/1/2010	1	0.23%	1.50%	1.73%	2,755,503.79	93.83		2,849,307.62
1/1/2010	1/13/2010	12	0.23%	1.50%	1.73%	2,849,307.62	1,122.89	-218,916.92	2,630,390.70
1/13/2010	1/14/2010	1	0.23%	1.50%	1.73%	2,630,390.70	83.27	21,871.81	2,652,262.51
1/14/2010	1/15/2010	1	0.23%	1.50%	1.73%	2,652,262.51	84.31	16,000.00	2,738,262.51
1/15/2010	1/19/2010	4	0.23%	1.50%	1.73%	2,738,262.51	340.11	82,000.00	2,820,262.51
1/19/2010	1/29/2010	10	0.23%	1.50%	1.73%	2,820,262.51	889.22	12,085.57	2,832,348.08
1/29/2010	1/31/2010	2	0.23%	1.50%	1.73%	2,832,348.08	179.07	11,108.04	2,943,456.15
1/31/2010	2/2/2010	2	0.23%	1.50%	1.73%	2,943,456.15	179.67		3,123,125.82
2/2/2010	2/3/2010	1	0.23%	1.50%	1.73%	3,123,125.82	89.94	82,258.44	3,205,384.26
2/3/2010	2/12/2010	9	0.23%	1.50%	1.73%	3,205,384.26	848.78	1,200.00	3,206,584.26
2/12/2010	2/18/2010	4	0.23%	1.50%	1.73%	3,206,584.26	377.61	131,688.93	3,338,273.19
2/18/2010	2/18/2010	2	0.23%	1.50%	1.73%	3,338,273.19	201.23	78,000.00	3,416,273.19
2/18/2010	2/18/2010	1	0.23%	1.50%	1.73%	3,416,273.19	104.21	11,073.00	3,427,346.19
2/18/2010	2/24/2010	5	0.23%	1.50%	1.73%	3,427,346.19	623.71	78,076.00	3,505,422.19
2/24/2010	2/25/2010	1	0.23%	1.50%	1.73%	3,505,422.19	108.43	11,075.00	3,516,497.19
2/25/2010	2/26/2010	1	0.23%	1.50%	1.73%	3,516,497.19	108.98	28,688.50	3,545,185.69
2/26/2010	2/28/2010	2	0.23%	1.50%	1.73%	3,545,185.69	220.69	84,500.00	3,629,685.69
2/28/2010	3/3/2010	3	0.24%	1.50%	1.74%	3,629,685.69	341.82		3,630,027.51
3/3/2010	3/4/2010	1	0.24%	1.50%	1.74%	3,630,027.51	113.85	20,000.00	3,650,027.51
3/4/2010	3/5/2010	1	0.24%	1.50%	1.74%	3,650,027.51	114.91	23,000.00	3,673,027.51
3/5/2010	3/11/2010	6	0.24%	1.50%	1.74%	3,673,027.51	688.04	20,500.00	3,693,527.51
3/11/2010	3/18/2010	7	0.24%	1.50%	1.74%	3,693,527.51	818.09	2,048.80	3,695,576.31
3/18/2010	3/18/2010	1	0.24%	1.50%	1.74%	3,695,576.31	117.16	1,500.00	3,697,076.31
3/18/2010	3/30/2010	11	0.24%	1.50%	1.74%	3,697,076.31	1,289.49	10,812.45	3,707,888.76

Schedule A to Promissory Note of Morriss Holdings, LLC to Acartha Group, LLC

Start Date	End Date	Days	Reference Interest Rate (%)	Applicable Interest Rate	Spread	Beginning Balance	Interest	Advance/(repay)	
								Amount	Balance
Notes receivable related party									
9/30/2010	4/5/2010	8	0.25%	1.50%	1.76%	2,481,721.70	715.98	10,812.45	2,493,250.10
4/5/2010	4/13/2010	8	0.26%	1.50%	1.76%	2,493,250.10	858.04	10,823.18	2,505,132.30
4/13/2010	4/29/2010	16	0.26%	1.50%	1.76%	2,505,132.30	1,927.23	51,710.47	2,558,770.00
4/29/2010	4/30/2010	1	0.26%	1.50%	1.76%	2,558,770.00	123.03	43,000.00	2,601,893.03
4/30/2010	5/3/2010	3	0.34%	1.50%	1.84%	2,601,893.03	391.48	21,583.53	2,623,848.12
5/3/2010	5/10/2010	7	0.34%	1.50%	1.84%	2,623,848.12	821.11	11,000.00	2,635,769.23
5/10/2010	5/11/2010	1	0.34%	1.50%	1.84%	2,635,769.23	182.18	147,818.82	2,783,718.23
5/11/2010	5/20/2010	9	0.34%	1.50%	1.84%	2,783,718.23	1,250.44	21,633.84	2,808,906.51
5/20/2010	5/21/2010	1	0.34%	1.50%	1.84%	2,808,906.51	140.76	17,500.00	2,826,248.08
5/21/2010	5/28/2010	5	0.34%	1.50%	1.84%	2,826,248.08	708.18	11,782.87	2,838,722.22
5/28/2010	5/28/2010	2	0.34%	1.50%	1.84%	2,838,722.22	284.52	22,000.00	2,859,004.74
5/28/2010	5/20/2010	2	0.34%	1.50%	1.84%	2,859,004.74	288.78	-17,178.27	2,842,115.23
5/30/2010	0/10/2010	11	0.35%	1.50%	1.85%	2,842,115.23	1,578.14		2,843,893.37
6/10/2010	6/16/2010	5	0.35%	1.50%	1.85%	2,843,893.37	718.10	10,894.32	2,854,905.87
6/16/2010	6/18/2010	1	0.35%	1.50%	1.85%	2,854,905.87	144.68	133,524.11	2,987,576.65
6/18/2010	6/19/2010	2	0.35%	1.50%	1.85%	2,987,576.65	302.86	80,000.00	3,028,278.62
6/19/2010	6/22/2010	4	0.35%	1.50%	1.85%	3,028,278.62	611.84	10,000.00	3,038,890.27
6/22/2010	6/30/2010	8	0.35%	1.50%	1.85%	3,038,890.27	1,227.98	8,022.83	3,049,140.88
6/30/2010	7/9/2010	8	0.35%	1.50%	1.85%	3,049,140.88	1,222.39	-23,683.72	3,025,760.75
7/9/2010	7/9/2010	1	0.33%	1.50%	1.83%	3,025,760.75	181.87	10,657.58	3,037,601.10
7/9/2010	7/14/2010	5	0.33%	1.50%	1.83%	3,037,601.10	781.08	48,800.00	3,085,882.18
7/14/2010	7/15/2010	1	0.33%	1.50%	1.83%	3,085,882.18	154.89	10,000.00	3,097,034.87
7/15/2010	7/16/2010	1	0.33%	1.50%	1.83%	3,097,034.87	155.20	221,365.29	3,318,655.89
7/16/2010	7/20/2010	7	0.33%	1.50%	1.83%	3,318,655.89	1,184.10	65,528.00	3,385,247.48
7/20/2010	7/29/2010	5	0.33%	1.50%	1.83%	3,385,247.48	848.21	45,385.29	3,431,480.88
7/29/2010	7/29/2010	1	0.33%	1.50%	1.83%	3,431,480.88	171.89	7,000.00	3,438,892.91
7/29/2010	7/30/2010	1	0.33%	1.50%	1.83%	3,438,892.91	172.32	18,228.04	3,454,093.27
7/30/2010	7/31/2010	1	0.33%	1.50%	1.83%	3,454,093.27	173.99	48,000.00	3,500,206.36
7/31/2010	8/9/2010	6	0.28%	1.50%	1.78%	3,500,206.36	1,018.79		3,501,225.15
8/9/2010	8/18/2010	10	0.28%	1.50%	1.78%	3,501,225.15	1,698.48	16,228.04	3,518,151.66
8/18/2010	8/18/2010	2	0.28%	1.50%	1.78%	3,518,151.66	341.34	400.00	3,518,893.00
8/18/2010	8/20/2010	2	0.28%	1.50%	1.78%	3,518,893.00	341.41	108,804.71	3,628,438.12
8/20/2010	8/27/2010	7	0.28%	1.50%	1.78%	3,628,438.12	1,281.35	8,804.71	3,637,275.18
8/27/2010	8/30/2010	3	0.28%	1.50%	1.78%	3,637,275.18	628.34	19,884.10	3,657,084.62
8/30/2010	8/31/2010	1	0.28%	1.50%	1.78%	3,657,084.62	177.44	26,884.59	3,684,730.65
8/31/2010	9/2/2010	2	0.28%	1.50%	1.78%	3,684,730.65	353.77	276,000.00	3,960,084.43
9/2/2010	9/10/2010	8	0.28%	1.50%	1.78%	3,960,084.43	1,620.85	50,000.00	4,011,695.27
9/10/2010	9/13/2010	3	0.28%	1.50%	1.78%	4,011,695.27	677.74	10,228.03	4,022,411.04
9/13/2010	9/15/2010	2	0.28%	1.50%	1.78%	4,022,411.04	388.20	16,000.00	4,037,797.24
9/15/2010	9/21/2010	8	0.26%	1.50%	1.76%	4,037,797.24	1,163.02	21,904.71	4,080,864.98
9/21/2010	9/23/2010	2	0.26%	1.50%	1.76%	4,080,864.98	389.88	10,904.71	4,072,169.59
9/23/2010	9/30/2010	7	0.26%	1.50%	1.76%	4,072,169.59	1,388.40	150,000.00	4,223,527.99
9/30/2010	10/6/2010	6	0.26%	1.50%	1.76%	4,223,527.99	1,215.89	9,904.71	4,234,048.58
10/6/2010	10/8/2010	2	0.26%	1.50%	1.76%	4,234,048.58	400.39	4,776.00	4,239,328.88
10/8/2010	10/14/2010	6	0.26%	1.50%	1.76%	4,239,328.88	1,220.66	9,904.71	4,250,854.25
10/14/2010	10/15/2010	1	0.26%	1.50%	1.76%	4,250,854.25	203.98	6,500.00	4,257,558.19
10/15/2010	10/22/2010	7	0.26%	1.50%	1.76%	4,257,558.19	1,430.00	60,729.87	4,318,818.06
10/22/2010	10/29/2010	7	0.26%	1.50%	1.76%	4,318,818.06	1,450.88	26,120.28	4,345,398.20
10/29/2010	10/31/2010	2	0.26%	1.50%	1.76%	4,345,398.20	417.09	10,228.04	4,357,043.33
10/31/2010	11/5/2010	5	0.26%	1.50%	1.76%	4,357,043.33	1,046.27		4,359,080.60
11/5/2010	11/16/2010	10	0.26%	1.50%	1.76%	4,359,080.60	2,081.05	10,228.04	4,370,399.69
11/16/2010	11/24/2010	9	0.26%	1.50%	1.76%	4,370,399.69	1,887.28	9,744.99	4,382,031.94
11/24/2010	11/30/2010	6	0.26%	1.50%	1.76%	4,382,031.94	1,281.52	9,744.99	4,393,038.45
11/30/2010	12/1/2010	1	0.26%	1.50%	1.76%	4,393,038.45	210.78	9,883.17	4,403,112.40
12/1/2010	12/3/2010	2	0.26%	1.50%	1.76%	4,403,112.40	422.63	91,000.00	4,434,534.93
12/3/2010	12/7/2010	4	0.26%	1.50%	1.76%	4,434,534.93	851.09	5,000.00	4,440,386.02
12/7/2010	12/10/2010	3	0.26%	1.50%	1.76%	4,440,386.02	633.19	35,008.24	4,478,033.42
12/10/2010	12/14/2010	4	0.26%	1.50%	1.76%	4,478,033.42	839.06	25,000.00	4,501,892.48
12/14/2010	12/17/2010	3	0.26%	1.50%	1.76%	4,501,892.48	848.01	128,285.80	4,629,834.29
12/17/2010	12/27/2010	10	0.26%	1.50%	1.76%	4,629,834.29	2,220.89	39,000.00	4,670,057.28
12/27/2010	12/30/2010	3	0.26%	1.50%	1.76%	4,670,057.28	672.22	222,000.00	4,892,729.47
12/30/2010	12/31/2010	1	0.26%	1.50%	1.76%	4,892,729.47	234.78	10,113.45	4,903,077.89

Schedule A to Promissory Note of Morris Holdings, LLC to Acartha Group, LLC

Start Date	End Date	Days	Reference Interest Rate (%)	Spread	Applicable Interest Rate	Beginning		Advance/repay	
						Balance	Interest	Amount	Balance
Notes receivable related party									
12/31/2010	12/31/2010	-	0.25%	1.50%	1.75%	4,503,077.58	0.00	-661,208.82	4,241,867.89
12/31/2010	1/3/2011	3	0.25%	1.50%	1.75%	4,241,867.89	812.16		4,242,680.01
1/3/2011	1/4/2011	1	0.25%	1.50%	1.75%	4,242,400.01	204.08		4,255,184.09
1/4/2011	1/5/2011	1	0.25%	1.50%	1.75%	4,255,184.09	204.69		4,270,888.78
1/5/2011	1/8/2011	1	0.25%	1.50%	1.75%	4,270,888.78	205.42		4,370,707.55
1/5/2011	1/10/2011	4	0.25%	1.50%	1.75%	4,370,707.55	840.99		4,406,548.54
1/10/2011	1/11/2011	1	0.25%	1.50%	1.75%	4,406,548.54	211.82		4,420,760.58
1/11/2011	1/14/2011	3	0.25%	1.50%	1.75%	4,420,760.58	637.87		4,436,398.53
1/14/2011	1/17/2011	3	0.25%	1.50%	1.75%	4,436,398.53	640.22		4,458,934.80
1/17/2011	1/24/2011	7	0.25%	1.50%	1.75%	4,458,934.80	1,601.44		4,481,436.25
1/24/2011	1/28/2011	4	0.25%	1.50%	1.75%	4,481,436.25	858.48		4,472,284.69
1/28/2011	1/31/2011	3	0.25%	1.50%	1.75%	4,472,284.69	645.40		4,478,440.10
1/31/2011	2/2/2011	2	0.25%	1.50%	1.75%	4,478,440.10	490.88		4,494,328.23
2/2/2011	2/8/2011	6	0.25%	1.50%	1.75%	4,494,328.23	1,441.48		4,501,678.78
2/8/2011	2/10/2011	2	0.25%	1.50%	1.75%	4,501,678.78	482.64		4,502,716.43
2/10/2011	2/11/2011	1	0.25%	1.50%	1.75%	4,502,716.43	241.83		4,503,403.25
2/11/2011	2/14/2011	3	0.25%	1.50%	1.75%	4,503,403.25	725.66		4,504,130.21
2/14/2011	2/17/2011	3	0.25%	1.50%	1.75%	4,504,130.21	728.60		4,505,414.53
2/17/2011	2/22/2011	5	0.25%	1.50%	1.75%	4,505,414.53	1,218.18		4,507,032.72
2/22/2011	2/28/2011	6	0.25%	1.50%	1.75%	4,507,032.72	1,485.68		4,508,249.78
2/28/2011	3/1/2011	1	0.25%	1.50%	1.75%	4,508,249.78	243.85		4,508,493.21
3/1/2011	3/2/2011	1	0.25%	1.50%	1.75%	4,508,493.21	252.84		4,508,746.05
3/2/2011	3/2/2011	1	0.25%	1.50%	1.75%	4,508,746.05	253.13		4,508,999.18
3/3/2011	3/4/2011	1	0.25%	1.50%	1.75%	4,508,999.18	253.28		4,509,252.46
3/4/2011	3/7/2011	3	0.25%	1.50%	1.75%	4,509,252.46	780.88		4,509,933.00
3/7/2011	3/8/2011	1	0.25%	1.50%	1.75%	4,509,933.00	254.65		4,510,187.65
3/8/2011	3/8/2011	1	0.25%	1.50%	1.75%	4,510,187.65	254.72		4,510,442.37
3/9/2011	3/15/2011	6	0.25%	1.50%	1.75%	4,510,442.37	1,537.25		4,511,979.62
3/16/2011	3/17/2011	2	0.25%	1.50%	1.75%	4,511,979.62	814.10		4,512,793.72
3/17/2011	3/18/2011	1	0.25%	1.50%	1.75%	4,512,793.72	258.09		4,513,051.81
3/18/2011	3/21/2011	3	0.25%	1.50%	1.75%	4,513,051.81	774.69		4,513,826.50
3/21/2011	3/23/2011	2	0.25%	1.50%	1.75%	4,513,826.50	518.14		4,514,344.64
3/23/2011	3/24/2011	1	0.25%	1.50%	1.75%	4,514,344.64	259.10		4,514,603.74
3/24/2011	3/25/2011	1	0.25%	1.50%	1.75%	4,514,603.74	259.35		4,514,863.09
3/25/2011	3/28/2011	4	0.25%	1.50%	1.75%	4,514,863.09	1,038.00		4,515,901.09
3/28/2011	3/30/2011	1	0.25%	1.50%	1.75%	4,515,901.09	281.09		4,516,182.18
3/30/2011	3/31/2011	1	0.25%	1.50%	1.75%	4,516,182.18	281.17		4,516,463.35
3/31/2011	4/1/2011	1	0.25%	1.50%	1.75%	4,516,463.35	281.49		4,516,744.84
4/1/2011	4/4/2011	3	0.25%	1.50%	1.75%	4,516,744.84	785.74		4,517,530.58
4/4/2011	4/5/2011	1	0.25%	1.50%	1.75%	4,517,530.58	284.82		4,517,815.40
4/5/2011	4/5/2011	1	0.25%	1.50%	1.75%	4,517,815.40	285.44		4,518,100.84
4/6/2011	4/7/2011	1	0.25%	1.50%	1.75%	4,518,100.84	289.23		4,518,390.07
4/7/2011	4/11/2011	4	0.25%	1.50%	1.75%	4,518,390.07	1,078.32		4,519,468.39
4/11/2011	4/12/2011	1	0.25%	1.50%	1.75%	4,519,468.39	288.87		4,519,757.26
4/12/2011	4/13/2011	1	0.25%	1.50%	1.75%	4,519,757.26	289.80		4,520,047.06
4/13/2011	4/14/2011	1	0.25%	1.50%	1.75%	4,520,047.06	270.88		4,520,317.94
4/14/2011	4/18/2011	4	0.25%	1.50%	1.75%	4,520,317.94	1,084.55		4,521,402.49
4/18/2011	4/19/2011	1	0.25%	1.50%	1.75%	4,521,402.49	271.54		4,521,674.03
4/19/2011	4/21/2011	2	0.25%	1.50%	1.75%	4,521,674.03	544.83		4,522,218.86
4/21/2011	4/27/2011	6	0.25%	1.50%	1.75%	4,522,218.86	1,637.04		4,523,855.90
4/27/2011	4/30/2011	3	0.25%	1.50%	1.75%	4,523,855.90	818.19		4,524,674.09
4/30/2011	5/1/2011	1	0.25%	1.50%	1.75%	4,524,674.09	273.88		4,524,947.97
5/1/2011	5/8/2011	6	0.25%	1.50%	1.75%	4,524,947.97	1,369.38		4,526,317.35
5/8/2011	5/12/2011	5	0.25%	1.50%	1.75%	4,526,317.35	1,651.19		4,527,968.54
5/12/2011	5/17/2011	5	0.25%	1.50%	1.75%	4,527,968.54	1,380.80		4,529,349.34
5/17/2011	5/19/2011	2	0.25%	1.50%	1.75%	4,529,349.34	562.97		4,529,912.31
5/19/2011	5/25/2011	6	0.25%	1.50%	1.75%	4,529,912.31	1,871.87		4,531,784.18
5/25/2011	5/31/2011	6	0.25%	1.50%	1.75%	4,531,784.18	1,876.78		4,533,660.96
5/31/2011	6/1/2011	1	0.25%	1.50%	1.75%	4,533,660.96	280.19		4,533,941.15
6/1/2011	6/7/2011	6	0.25%	1.50%	1.75%	4,533,941.15	1,898.47		4,535,839.62
6/7/2011	6/9/2011	2	0.25%	1.50%	1.75%	4,535,839.62	587.06		4,536,426.68
6/9/2011	6/14/2011	5	0.25%	1.50%	1.75%	4,536,426.68	1,422.31		4,537,848.99

Schedule A to Promissory Note of Morriss Holdings, LLC to Acartha Group, LLC

Start Date	End Date	Days	Reference Interest Rate (%)	Spread	Applicable Interest Rate	Beginning Balance	Interest	Advance/(repay) Amount	Balance
Notes receivable related party									
6/14/2011	6/16/2011	1	0.25%	1.50%	1.75%	5,953,629.67	285.88	16,738.44	5,970,652.79
6/18/2011	6/19/2011	1	0.25%	1.50%	1.75%	5,970,652.79	296.45	2,000.00	5,981,839.23
6/16/2011	6/17/2011	1	0.25%	1.50%	1.75%	5,981,839.23	298.59	2,000.00	5,984,125.79
6/17/2011	6/21/2011	4	0.25%	1.50%	1.75%	5,984,125.79	1,146.86	5,000.00	5,990,272.45
6/21/2011	6/22/2011	1	0.25%	1.50%	1.75%	5,990,272.45	298.96	8,738.44	5,999,297.85
6/22/2011	6/24/2011	2	0.25%	1.50%	1.75%	5,999,297.85	574.79	10,800.00	6,010,172.84
6/24/2011	6/28/2011	4	0.25%	1.50%	1.75%	6,010,172.84	1,152.90	171,000.00	6,183,325.44
6/28/2011	6/30/2011	2	0.25%	1.50%	1.75%	6,183,325.44	592.90	8,655.03	6,197,773.43
7/1/2011	7/7/2011	6	0.19%	1.50%	1.69%	6,198,070.33		12,500.00	6,212,284.04
7/7/2011	7/14/2011	7	0.19%	1.50%	1.69%	6,212,284.04		8,855.09	6,223,148.05
7/14/2011	7/21/2011	7	0.19%	1.50%	1.69%	6,223,148.05		8,855.09	6,234,005.50
7/21/2011	7/28/2011	5	0.19%	1.50%	1.69%	6,234,005.50		8,855.09	6,244,297.03
7/28/2011	7/28/2011	3	0.19%	1.50%	1.69%	6,244,297.03		20,575.00	6,265,735.29
7/28/2011	7/31/2011	2	0.19%	1.50%	1.69%	6,265,735.29		24,088.38	6,290,401.19
8/1/2011	8/4/2011	3	0.21%	1.50%	1.71%	6,290,401.19		0.00	6,291,283.44
8/4/2011	8/11/2011	7	0.21%	1.50%	1.71%	6,291,283.44		9,088.38	6,302,430.82
8/11/2011	8/12/2011	1	0.21%	1.50%	1.71%	6,302,430.82		2,000.00	6,304,725.49
8/12/2011	8/17/2011	5	0.21%	1.50%	1.71%	6,304,725.49		13,000.00	6,318,189.35
8/17/2011	8/19/2011	2	0.21%	1.50%	1.71%	6,318,189.35		2,000.00	6,321,790.24
8/19/2011	8/22/2011	3	0.21%	1.50%	1.71%	6,321,790.24		5,834.00	6,328,510.95
8/22/2011	8/23/2011	1	0.21%	1.50%	1.71%	6,328,510.95		12,235.17	6,341,043.01
8/23/2011	8/24/2011	1	0.21%	1.50%	1.71%	6,341,043.01		35,000.00	6,376,333.48
8/24/2011	8/31/2011	7	0.21%	1.50%	1.71%	6,376,333.48		21,750.00	6,400,178.32
8/31/2011	9/2/2011	2	0.23%	1.50%	1.73%	6,400,178.32		0.00	6,400,178.67
9/2/2011	9/8/2011	4	0.23%	1.50%	1.73%	6,400,178.67		3,400.00	6,405,392.51
9/8/2011	9/9/2011	2	0.23%	1.50%	1.73%	6,405,392.51		2,000.00	6,407,398.36
9/9/2011	9/9/2011	1	0.23%	1.50%	1.73%	6,407,398.36		37,915.38	6,448,216.79
9/9/2011	9/12/2011	3	0.23%	1.50%	1.73%	6,448,216.79		3,073.00	6,451,204.39
9/12/2011	9/19/2011	1	0.23%	1.50%	1.73%	6,450,204.39		59,117.78	6,500,827.18
9/18/2011	9/19/2011	2	0.23%	1.50%	1.73%	6,500,827.18		2,000.00	6,511,242.80
9/19/2011	9/19/2011	1	0.23%	1.50%	1.73%	6,511,242.80		38,127.24	6,549,677.97
9/18/2011	9/21/2011	5	0.23%	1.50%	1.73%	6,549,677.97		100,000.00	6,651,226.72
9/21/2011	9/22/2011	1	0.23%	1.50%	1.73%	6,651,226.72		31,000.00	6,682,544.27
9/22/2011	9/29/2011	1	0.23%	1.50%	1.73%	6,682,544.27		15,878.38	6,698,730.69
9/29/2011	9/29/2011	3	0.23%	1.50%	1.73%	6,698,730.69		28,000.00	6,726,811.08
9/26/2011	9/29/2011	3	0.23%	1.50%	1.73%	6,726,811.08		4,117.78	6,734,733.06
9/29/2011	9/30/2011	1	0.23%	1.50%	1.73%	6,734,733.06		71,800.00	6,806,671.68
9/30/2011	9/30/2011	-	0.23%	1.50%	1.73%	6,806,671.68		13,691.28	6,820,282.83

(1) 1 month LIBOR rate per wsjprlmerate.us site

CIVIL COVER SHEET

The JS 44 civil coversheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
		LABOR	PROPERTY RIGHTS	
		<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	SOCIAL SECURITY	FEDERAL TAX SUITS
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
		IMMIGRATION		
		<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition) <input type="checkbox"/> 465 Other Immigration Actions		

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from another district (specify)
- 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ \$6.8 million+ **CHECK YES only if demanded in complaint:**

JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE _____

SIGNATURE OF ATTORNEY OF RECORD _____

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.**

Example: U.S. Civil Statute: 47 USC 553
Brief Description: Unauthorized reception of cable service

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

UNITED STATES DISTRICT COURT

for the

_____ District of _____

_____)	
<i>Plaintiff</i>)	
)	
v.)	Civil Action No.
)	
_____)	
<i>Defendant</i>)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: