



CAUSE NO. 2009-17931

JPMORGAN CHASE BANK, N.A.,

Plaintiff,

vs.

WENDY KEW,

Defendant.

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IN THE DISTRICT COURT

80th JUDICIAL DISTRICT

HARRIS COUNTY, TEXAS

PLAINTIFF'S AMENDED MOTION FOR SUMMARY JUDGMENT

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES Plaintiff JPMORGAN CHASE BANK, N.A. (hereinafter sometimes referred to as "Plaintiff"), and pursuant to Rule 166a of the Texas Rules of Civil Procedure files this its Amended Motion for Summary Judgment ("Motion") against Defendant WENDY KEW (hereinafter sometimes referred to as "Defendant") and, in support thereof, Plaintiff would respectfully show this Court as follows:

I.

Defendant has filed an Answer in this action.

II.

Plaintiff's Motion embraces the entire causes of action stated in the pleadings against Defendant Wendy Kew. There is no genuine issue as to any material fact regarding each and every element of Plaintiff's cause of action, and Plaintiff is entitled to a judgment as a matter of law.

III.

Plaintiff seeks a money judgment against Defendant for breach of a Promissory Note and Guaranty in the original principal amount of \$100,000.00 ("Contract 1"), and for breach of a

Business Credit Application and Guaranty in the original amount of \$50,000.00 (“Contract 2”). Contract 1 and Contract 2 are collectively referred to as the “Contracts.” The cause of action brought by Plaintiff requires a showing of (i) the existence of a debt from the Maker of the Contracts; (ii) a subsequent default in payment of the Contracts; and (iii) the amount is fully due and owing at this time after all credits have been given by Plaintiff. There are no genuine issues of material fact regarding any of these elements, and Plaintiff is therefore entitled to judgment as a matter of law for the reasons set out below.

IV.

In support of its Motion, Plaintiff refers the Court to (i) the pleadings, and (ii) the Affidavits of Shirley White and Scott E. Hayes, which are attached hereto as Exhibits 1 and 2.

The Affidavit of Shirley White, who is personally familiar with JPMorgan Chase’s system of record keeping and the business records of JPMorgan Chase Bank, NA, includes the following facts:

The Affidavit of Ms. White states that the Contracts and Guaranties are executed by Defendant Wendy Kew; and that Defendant has failed to pay under the terms of the Contracts and Guaranties, and is in default.

The Affidavit of Scott E. Hayes, the attorney for JPMorgan Chase Bank, NA, includes the following facts:

A reasonable and necessary fee for legal services extended on behalf of JPMorgan Chase in filing suit and obtaining a judgment in Harris County, Texas is \$ \$3,245.50 through summary judgment, \$5,000.00 in the event of appeal, and \$5,000.00 in the event of Supreme Court review.

V.

The evidence set out above establishes on or about May 1, 2006, Complete Mortgage Corporation executed a Promissory Note in the amount of \$100,000.00 ("Contract 1"). On or about May 1, 2006, Defendant Wendy Kew executed a Continuing Unlimited Guaranty, pursuant to which Defendant Wendy Kew unconditionally guaranteed repayment of Contract 1 ("Guaranty 1").

The evidence further shows that Contract 1 is in default at the present time. Although demand for payment was made by Plaintiff, Contract 1 has not been paid. There is now due and owing the sum of \$98,732.88 in principal, fees/costs in the amount of \$654.65 and interest in the amount of \$1,939.14 through October 18, 2011. The total due and owing on Contract 1 through October 18, 2011 is \$101,326.67.

Additionally, on or about September 1, 2005, Complete Mortgage Corporation executed a Business Credit Application and Agreement in the amount of \$50,000.00 ("Contract 2"). On or about September 1, 2005, Defendant Wendy Kew executed a Guaranty, pursuant to which Defendant Wendy Kew unconditionally guaranteed repayment of Contract 2 ("Guaranty 2"). Chase is the acquirer of certain assets of Washington Mutual Bank from the FDIC acting as receiver.

The evidence further shows that Contract 2 is in default at the present time. Although demand for payment was made by Plaintiff, Contract 2 has not been paid. There is now due and owing the sum of \$47,169.19 in principal, fees/costs in the amount of \$1,153.06 and interest in the amount of \$259.87 through October 18, 2011. The total due and owing on Contract 2 through October 18, 2011 is \$48,582.12.

Plaintiff also seeks attorney's fees of \$3,245.50 through summary judgment due on the Contracts.

The summary judgment evidence conclusively shows that there are no genuine issues of material fact regarding Plaintiff's claim, and Plaintiff is thus entitled to judgment as a matter of law.

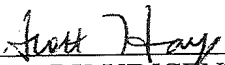
WHEREFORE, Plaintiff requests that this matter be set for hearing, with notice to Defendant Wendy Kew, and that on completion of the hearing the Court grant Plaintiff's Amended Motion for Summary Judgment, and that Plaintiff have the following:

1. Judgment against Defendant Wendy Kew as set forth above.
2. Prejudgment interest as provided.
3. Attorney's fees.
4. Post-judgment interest as provided by law.
5. Costs of suit.
6. Such other and further relief to which Plaintiff may be justly entitled.

Respectfully submitted,

VINCENT LOPEZ SERAFINO JENEVEIN, P.C.
Thanksgiving Tower
1601 Elm Street, Suite 4100
Dallas, Texas 75201
(214) 979-7400 – Telephone
(214) 979-7402 – Telecopier

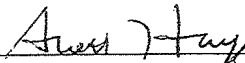
By:


K. MARK VINCENT
State Bar No. 20585595
SCOTT E. HAYES
State Bar No. 09280050

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing document has been sent to counsel for Defendant, Kristopher K. Ahn, 9930 Long Point Rd., Houston, Texas 77055 via certified mail, return receipt requested on this 25 day of October, 2011.



SCOTT E. HAYES

JPMORGAN CHASE BANK, NA

Plaintiff,

vs.

WENDY KEW,

Defendant.

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IN THE DISTRICT COURT

80th JUDICIAL DISTRICT

HARRIS COUNTY, TEXAS

AFFIDAVIT IN SUPPORT OF SUMMARY JUDGMENT

Shirley White, being first duly sworn on oath, deposes and states as follows:

1. I am an Assistant Vice President of JPMorgan Chase Bank, N.A. ("Chase"). I am over the age of 18 and competent to testify as to the matters stated herein. I execute this affidavit on behalf of Chase as its representative. The statements made in this affidavit are based on my personal knowledge.

2. In my capacity as Assistant Vice President, I have access to Chase's business records, maintained in the ordinary course of regularly conducted business activity, including the business records for and relating to Complete Mortgage Corporation's loan. I make this affidavit based upon my review of those records relating to Complete Mortgage Corporation's loan and from my own personal knowledge of how they are kept and maintained. The loan records for Complete Mortgage Corporation are maintained by Chase in the course of its regularly conducted business activities and are made at or near the time of the event, by or from information transmitted by a person with knowledge. As to Chase's business records that consist of documents created by third parties, Chase relies on the accuracy of such records in conducting its business of servicing and collecting loans.



3. On or about May 1, 2006, Complete Mortgage Corporation executed a Promissory Note in the amount of \$100,000.00 ("Contract 1"). A true and correct copy of Contract 1 is attached to this affidavit as Exhibit A.

4. On or about May 1, 2006, Wendy Kew executed a Continuing Unlimited Guaranty, pursuant to which Wendy Kew unconditionally guaranteed repayment of Contract 1 ("Guaranty 1"). A true and correct copy of Guaranty 1 is attached to this affidavit as Exhibit B.

5. On or about September 1, 2005, Complete Mortgage Corporation executed a Business Credit Application and Agreement in the amount of \$50,000.00 ("Contract 2"). A true and correct copy of Contract 2 is attached to this affidavit as Exhibit C.

6. On or about September 1, 2005, Wendy Kew executed a Guaranty, pursuant to which Wendy Kew unconditionally guaranteed repayment of Contract 2 ("Guaranty 2"). Chase is the acquirer of certain assets of Washington Mutual Bank from the FDIC acting as receiver. A true and correct copy of Guaranty 2 is attached to this affidavit as Exhibit C.

7. Complete Mortgage Corporation has failed to pay under the terms of Contract 1 and Contract 2 and is in default. A true and correct copy of the transaction history for Contract 1 confirming that Complete Mortgage Corporation has not made any payments on Contract 1 since January 7, 2009 is attached to this affidavit as Exhibit D.

8. Complete Mortgage Corporation has failed to pay under the terms of Contract 2 and is in default. A true and correct copy of the transaction history for Contract 2 confirming that Complete Mortgage Corporation has not made any

payments on Contract 2 since September 18, 2009 is attached to this affidavit as Exhibit E.

9. The attached transaction histories only reflect payments made, advances taken under Contract 1 and Contract 2, and the assessment of fees. They do not track accrued and unpaid interest, which must be calculated separately.

10. Wendy Kew has failed to cure the default of Complete Mortgage Corporation under Guaranty 1 and Guaranty 2. Accordingly, Wendy Kew is in default under Guaranty 1 and Guaranty 2.

11. As of October 18, 2011, there is due and owing from the Complete Mortgage Corporation to Chase on Contract 1 the principal balance of \$98,732.88, interest of \$1939.14, and late fees and costs of \$654.65.

12. As of October 18, 2011, there is due and owing from the Complete Mortgage Corporation to Chase on Contract 2 the principal balance of \$47,169.19, interest of \$1153.06, and late fees and costs of \$259.87.

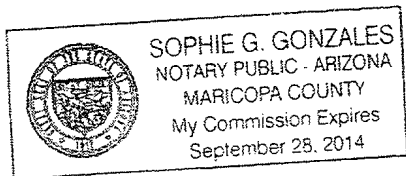
13. Chase has also incurred attorneys' fees and legal expenses to enforce the terms of Contract 1 and Contract 2.

The foregoing factual statements are true and correct.

FURTHER, AFFIANT SAYETH NAUGHT

JPMORGAN CHASE BANK, N.A.

By: Shirley White
Signature



Name: Shirley White
Printed

Title: Assistant Vice President

State of Arizona

) ss.

County of Maricopa

Shirley White, an Assistant Vice President of JPMorgan Chase Bank, N.A. appeared before me this 18 day of October, 2011, and after being duly sworn she executed this Affidavit on its behalf.

A handwritten signature in cursive script, likely belonging to the Notary Public.

NOTARY PUBLIC

PROMISSORY NOTE

Borrower:
Complete Mortgage Corporation
800 E Northwest Hwy, Suite 206
Mount Prospect, IL 60056
Reference Number: 10IL0304077-2

Lender:
JPMorgan Chase Bank, NA
Mt. Prospect - Busse LPO
111 East Busse Avenue
Mount Prospect, IL 60056

Principal Amount: \$100,000.00

Date of Note: 05/01/2006

PROMISE TO PAY: Complete Mortgage Corporation ("Borrower") promises to pay to JPMorgan Chase Bank, NA, its successors and assigns ("Lender") or order, in lawful money of the United States of America, the total principal amount of \$100,000.00 or so much as may be outstanding, together with interest on the unpaid outstanding principal balance from the date advanced until paid in full at the rate or rates referenced in this Note.

LOAN TYPE. This Note evidences a Business Line of Credit.

PAYMENT TERMS. Borrower will pay this loan in accordance with the following payment schedule:

Accrued interest or \$100.00, whichever is greater, but not to exceed the then outstanding balance of this Note, shall be payable monthly, beginning on June 1, 2006, and on the same calendar day monthly thereafter until the Final Availability Date. As more fully described in the additional terms of this Note, as of the date of the notice from Lender stating the Final Availability Date, no further advances under this line of credit will be available. Thereafter, on the same calendar day as payments were due prior to the Final Availability Date, monthly payments shall be due with each payment equal to the greater amount of (1) \$250.00, or (2) the aggregate sum of (a) accrued interest, plus (b) 1/60th of the unpaid principal balance immediately following the Final Availability Date, or at the request of Borrower, such smaller monthly principal payment as Lender, in its sole discretion, may agree upon and communicate to Borrower in writing.

Payments and any other credits shall be allocated among principal, interest, late charges, collection costs, fees and other charges at the discretion of Lender, unless otherwise required by applicable law. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days; multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding.

INTEREST RATE. The interest rate on this Note is Prime plus 2.95%. If the rate is based on the Prime Rate, it is a fluctuating rate as further described in this Note.

PREPAYMENT PREMIUM. Borrower may pay without fee all or any portion of the loan evidenced by this Note at any time. All prepayments shall be applied in such order and manner as Lender may from time to time determine in its sole discretion.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged a late charge of 5.00% of the payment due or \$25.00, whichever is greater, up to the maximum amount of \$250.00 per late charge.

DEFAULT RATE. If permitted by applicable law, upon the occurrence of any default under this Note, whether or not Lender elects to accelerate the maturity of this Note, at its option, Lender may add any unpaid interest to principal and such sum shall bear interest therefrom until paid and may increase the interest rate an additional 3.00% over the interest rate then in effect.

ANNUAL FEE. A non-refundable annual fee of \$250.00, or such other amount as advised by Lender, may be charged to your line of credit for each year that advances are available under this Note or for each year there remains a principal amount outstanding on this Note. No refund of any part of the annual fee will be made in the



PROMISSORY NOTE

event of cancellation of the line of credit for any reason. The annual fee for the first year will be \$250.00

FEE(S): In addition to all other obligations under this Note, Borrower shall pay the following fees together with all other fees described in this Note:

Total: \$0.00

SECURITY AGREEMENT. Borrower hereby grants, pledges and assigns to Lender, as security for repayment of the Indebtedness, a security interest in the following property, together with any substitutions and replacements therefor, and all products and proceeds thereof:

all business assets, inventory, equipment, accounts, general intangibles, chattel paper, documents, instruments, and letter of credit rights

Such property, together with any property described in any Related Document, is referred to in this Note as the "Collateral".

FUTURE MODIFICATIONS. Lender shall have the right, from time to time, to renew, modify and/or extend this Note in its sole discretion (each a "Future Modification"), including, without limitation, the right to (a) increase the principal amount of this Note, (b) extend the Maturity Date, (c) reduce the interest rate temporarily and then increase the rate to no more than the amount provided for herein, (d) permanently reduce the interest rate, (e) modify the periodic payment terms, and/or (f) change fees and time frames for imposition of fees. Lender will inform Borrower of any such Future Modification by written notice, which may take the form of inclusion of such Future Modification in the periodic loan account statement sent to the Borrower. Any use of the principal amount or any other feature of this Note after such notice shall constitute Borrower's acceptance of such Future Modification.

ADDITIONAL LOAN TERMS. Certain definitions and other additional terms and conditions of the Note, are attached to this Note and are incorporated herein by reference (the "Additional Terms"). This Note represents the final agreement between Lender and Borrower and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreement of the parties. There are no unwritten agreements between Lender and Borrower or Guarantors. Borrower agrees to be bound by all terms of this Note, including but not limited to the jury waiver provisions (where not prohibited by applicable law). Borrower agrees that Lender may record or file this Note if Lender deems it necessary to protect its interest. Borrower acknowledges receipt of the important Additional Terms which are part of this Note and the Security Agreement included in this Note. **BORROWER AGREES THIS SECURITY AGREEMENT SECURES ALL INDEBTEDNESS OF BORROWER AND IS NOT LIMITED TO A SPECIFIC LOAN.** "Indebtedness" is more fully defined in the Additional Terms, is used in its most comprehensive sense to mean any and all obligations of every kind and character of Borrower, or any one or more of them, to Lender, now existing or hereinafter incurred, and includes obligations owing after payment in full of the specific term loan or line of credit described in this Note.

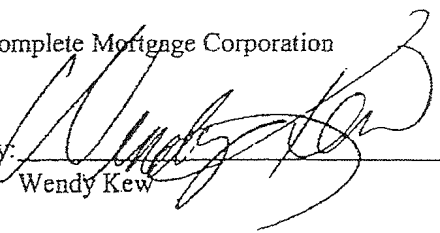
Borrower agrees that a facsimile of the signature(s) of the signer(s) of this Note, in any capacity, may be used to evidence the Borrower's acceptance of the terms of this Note. Any use of the principal amount or any other feature of this Note may be used as evidence of the foregoing authorizations, acceptances and agreements.

CONDITIONS FOR FUNDING. IN ADDITION TO THE OTHER REMEDIES UNDER THIS NOTE, WITHOUT THE CONSENT OF BORROWER OR NOTICE TO ANYONE, LENDER HAS NO OBLIGATION TO MAKE THE INITIAL ADVANCE OR ANY ADVANCE UNDER THIS NOTE IF LENDER DETERMINES, IN ITS SOLE DISCRETION, THAT (A) BORROWER'S NAME ON THIS NOTE OR ANY GUARANTOR'S NAME ON THE GUARANTY IS INCORRECT OR INCOMPLETE; (B) LENDER'S LIEN ON THE COLLATERAL WILL NOT BE THE FIRST LIEN, FREE AND CLEAR OF ALL OTHER LIENS, SECURITY INTERESTS OR ENCUMBRANCES; OR (C) ANY OTHER EVENT OF DEFAULT PROVIDED FOR IN THIS NOTE HAS OCCURRED. ADVANCING FUNDS ON THIS LOAN

PROMISSORY NOTE

DOES NOT WAIVE ANY OF LENDER'S RIGHTS AND REMEDIES UNDER THIS NOTE.

Complete Mortgage Corporation

By: 

Wendy Kew

Print Title: Wendy Kew
President

Date: 5/10/06

ADDITIONAL TERMS

ADDITIONAL TERMS THAT APPLY TO NOTE, GUARANTY AND SECURITY AGREEMENT

These Additional Terms are incorporated by reference into multiple documents (each a "Document"). The Documents may include Borrower's promissory note for a specific loan (the "Note"), Guarantor's guarantee of payment of all Indebtedness of the Borrower (each a "Guaranty"), and a grant by Borrower, Guarantor or a third party (each a "Grantor") of a security interest in Collateral to secure payment of all Indebtedness of the Borrower (each a "Security Agreement").

In these Additional Terms when a provision applies only to the Note, Guaranty or Security Agreement the specific name of that Document may be used and when a provision applies to each Note, Guaranty and Security Agreement, individually and collectively, the word "Document" is used. The word "Document", "Note", "Guaranty" or "Security Agreement" means any one or more Document, Note, Guaranty or Security Agreement.

The heading on each Document includes the name of the Lender, JPMorgan Chase Bank, NA and the name of each Borrower. The heading on a Guaranty or Security Agreement also includes the name of each person or entity executing the Document as a Guarantor or Grantor. The word "Borrower", "Guarantor", or "Grantor" means, respectively, any one or more Borrower, Guarantor or Grantor, individually and collectively.

In these Additional Terms when a provision applies only to Borrower, Guarantor, or Grantor, the word "Borrower", "Guarantor" or "Grantor" may be used. When a provision applies to each Borrower, Guarantor and Grantor, the word "Obligor" may be used. Each representation, warranty or covenant by Obligor is the representation, warranty or covenant of each Borrower, Guarantor and Grantor, individually and collectively.

Capitalized words have the meaning and definitions provided for in various sections of the Document and these Additional Terms. Words and terms used in the singular shall include the plural, as the context requires.

EACH OBLIGOR (WHETHER A BORROWER, GUARANTOR OR GRANTOR) AGREES THAT EACH GUARANTY AND SECURITY AGREEMENT SECURES THE PAYMENT OF ALL INDEBTEDNESS OF BORROWER AND IS NOT LIMITED TO A SPECIFIC LOAN. INDEBTEDNESS IS USED IN ITS MOST COMPREHENSIVE SENSE TO MEAN ALL OBLIGATIONS OF EVERY KIND AND CHARACTER OF BORROWER, OR ANY ONE OR MORE OF THEM, TO LENDER, NOW EXISTING OR HEREAFTER INCURRED. Payment in full of the Note does not terminate any Guaranty or Security Agreement.

"Indebtedness" further means and includes any and all liabilities, obligations and debts of every kind and character, plus interest, costs and fees, including Collection Amounts, arising thereon, of Borrower, or any one of them, to Lender or to a third party and subsequently acquired by Lender, now existing or hereinafter incurred or created, whether any such Indebtedness is voluntarily or involuntarily incurred, due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined; whether Borrower may be liable individually or jointly with others, or primarily or secondarily, or as endorser, guarantor or surety; whether recovery on the Indebtedness may be or may become barred or unenforceable against Borrower for any reason whatsoever; whether the Indebtedness arises from transactions which may be voidable on account of infancy, insanity, ultra vires, or otherwise; whether incurred or accrued (including interest) during the pendency of any bankruptcy, insolvency, receivership or other similar proceedings, regardless of whether allowed or allowable in such proceeding; and all renewals, extensions, modifications, consolidations, restatements or consolidations of any Indebtedness.

As examples, and not as limitation, the Indebtedness of Borrower includes: (a) any overdraft in any deposit account of Borrower, accruing for any reason; (b) any obligations, including any overdraft in any deposit account of Borrower, related to Automated Clearing House ("ACH") services or products, deposit account services or products, or treasury management services or products, including any agreement with respect thereto; (c) any rate management transaction (including any agreement with respect thereto) between Borrower and Lender or JPMorgan Chase & Co., or any of its subsidiaries or affiliates or their successors, which is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option, derivative transaction or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof, whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures; (d) any obligation related to any loan or credit transaction (including any agreement with respect thereto), whether evidenced by a promissory note, credit agreement, letter of credit application, or any other agreement, including without limitation, the term loan or line of credit described in the Note; (e) any obligation related to commercial credit card transactions (including any agreement with respect thereto); (f) any obligation related to any lease (including any agreement with respect thereto); (g) any obligation related to any guaranty of the obligations of others by Borrower; (h) any obligation under a Related Document; (i) Collection Amounts; and (j) all other obligations of Borrower to Lender. The Indebtedness does not include Indebtedness of Borrower incurred primarily for personal, family or household purposes.

ADDITIONAL DEFINITIONS INCLUDED IN NOTE, GUARANTY AND SECURITY AGREEMENT

The word "Collateral" means all property and assets granted as collateral security for any of the Indebtedness, and is more fully described in the section of these Additional Terms captioned "Provisions Related to Security Agreement and Collateral".

The words "Collection Amounts" mean any fees, charges, costs and expenses, including reasonable attorneys' fees (including fees and expenses of counsel for Lender that are employees of Lender or its affiliates, to the extent not prohibited by law) and court costs, that Lender may pay in collecting from Borrower, Guarantor or any Other Guarantor, and for liquidating any Collateral, both before and after judgment, and such Collection Amounts include without limitation any costs or expenses incurred by Lender in any bankruptcy, reorganization, insolvency or other similar proceeding.

The words "Event of Default" mean the occurrence of any of the following events: (1) Borrower, Guarantor or any Other Guarantor of any of the Indebtedness, fails to pay when due any amount payable under any of the Indebtedness. (2) Any Obligor (a) fails to observe or perform or otherwise violates any other term, covenant, condition or agreement of any Document or other Related Documents; (b) makes any materially incorrect or misleading representation, warranty, or certificate to Lender; (c) makes any materially incorrect or misleading representation in any financial statement or other information delivered to Lender; or (d) defaults under the terms of any other agreement or instrument relating to any debt for borrowed money and the effect of such default will allow the creditor to declare the debt due before its maturity. (3) If (a) there is a default under the terms of any Related Document; (b) a Guaranty or any other guaranty of the Indebtedness is terminated or becomes unenforceable in whole or in part; (c) a Guarantor or any Other Guarantor fails to promptly perform under the terms of a Guaranty or any other guaranty; or (d) Borrower, Guarantor or any Other Guarantor fails to comply with, or pay, or perform under any agreement, now or hereafter in effect, with JPMorgan Chase & Co., or any of its subsidiaries or affiliates or their successors. (4) There is any loss, theft, damage, or destruction of any Collateral securing the Indebtedness not covered by insurance or the security interest in the Collateral provided for in a Security Agreement or any Related Document ceases to be in full force and effect (including failure of any Collateral document to create a valid and perfected lien) at any time for any reason. (5) Any Obligor becomes insolvent or unable to pay its debts as they become due. (6) Any Obligor (a) makes an assignment for the benefit of creditors; (b) consents to the appointment of a custodian, receiver, or trustee for itself or for a substantial part of its assets; or (c) commences any proceeding under any bankruptcy, reorganization, liquidation, insolvency or similar laws of any jurisdiction. (7) A custodian, receiver, or trustee is appointed for any Obligor or for a substantial part of its assets. (8) Proceedings are commenced against any Obligor under any bankruptcy, reorganization, liquidation, or similar laws of any jurisdiction. (9) Commencement of foreclosure, replevin, repossession, attachment, levy, execution or forfeiture proceeding, whether by judicial proceeding, self help or any other method by any creditor or government agency against the Collateral. (10) One or more judgments, decrees, or orders for the payment of money in the sum of twenty five thousand dollars (\$25,000) or more, in the aggregate, shall be rendered against Borrower or Guarantor and shall continue unsatisfied and in effect for a period of thirty (30) consecutive days without being vacated, discharged, satisfied, or stayed or bonded pending appeal; or any attachment, levy, or garnishment is issued against any property of Borrower or Guarantor. (11) Borrower, Guarantor or any Other Guarantor who is a natural person has a guardian or conservator appointed for such person or all or any portion of such person's assets, or the Collateral owned by such person. (12) Borrower, Guarantor or any Other Guarantor who is a natural person dies; however, it shall not be an Event of Default if, in the case of the death of a Guarantor only, additional Collateral and/or guarantors, of a nature, with such value and net worth and otherwise in form and substance acceptable to Lender in its sole discretion, are furnished to Lender (using security documents and guaranties in form and substance acceptable to Lender) within sixty (60) days after the death of Guarantor; provided however during that period Lender shall have no obligation to extend any credit evidenced by the Note or any other evidence of the Indebtedness, whether by advance, disbursement of a loan or otherwise. (13) Borrower, Guarantor or any Other Guarantor which is an entity, without Lender's written consent, (a) is dissolved, (b) merges or consolidates with any third party, (c) leases, sells or otherwise conveys a material part of its assets or business outside the ordinary course of its business, (d) leases, purchases, or otherwise acquires a material part of the assets of any other business entity, except in the ordinary course of its business, (e) has a change in its ownership interest aggregating twenty five percent (25%) or more of such ownership interest, (f) expels or has a resignation of a general partner or member with an ownership interest of twenty five percent (25%) or more, or (g) agrees to do any of the foregoing (notwithstanding the foregoing, any subsidiary may merge or consolidate with any other subsidiary, or with an Obligor, so long as the Obligor is the survivor). (14) Borrower, Guarantor or any Other Guarantor who is a natural person leases, sells or otherwise conveys a material part of his or her assets. (15) Any material adverse change occurs in the business assets, affairs, prospects or financial condition of Borrower, Guarantor or any Other Guarantor.

The words "LPO State" mean the state where Lender's loan production office is located as shown in the address for Lender on each Document.

The words "Other Guarantor" mean any obligor who guarantees, singularly or together with others, all or any part of the Indebtedness.

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

captioned "Specific Limitation in Kentucky". Guarantor may terminate Guarantor's liability for Indebtedness not in existence or for which Lender has no commitment to advance by delivering written notice to Lender as set forth herein. After Guarantor's termination of the Guaranty, Guarantor will continue to be liable for the following amounts (the "Remaining Indebtedness"): (i) all Indebtedness existing on the effective date of termination and all Indebtedness to which Lender has committed to advance prior to the effective termination date (whether or not Lender is contractually obligated to advance the loans or extensions of credit), (ii) all subsequent renewals, extensions, modifications, consolidations, rearrangements, restatements, replacements and amendments (but not increases) of such Indebtedness, (iii) all interest accruing on such Indebtedness after the effective termination date and (iv) all Collection Amounts incurred with respect to such Indebtedness, including after the effective termination date. Lender may continue to permit Borrower to incur Indebtedness and to issue commitments to Borrower to advance Indebtedness in reliance on the Guaranty until the effective date of termination, regardless of whether at any time or from time to time there is no existing Indebtedness or commitment by Lender to advance Indebtedness.

SPECIFIC LIMITATION IN KENTUCKY. If the LPO state is Kentucky or Guarantor is a resident of, organized under or has its chief executive office in Kentucky, then anything in the Guaranty to the contrary notwithstanding, the maximum aggregate liability of Guarantor under the Guaranty shall not exceed the sum of (a) Ten Million Dollars (\$10,000,000.00), plus (b) interest and fees constituting part of the Indebtedness, plus (c) all Collection Amounts. The Guaranty is a continuing guaranty and shall remain in full force and effect so long as any of the Indebtedness has not been fully paid or performed; provided, however, anything in the Guaranty to the contrary notwithstanding, the Guaranty shall terminate on January 1, 2025 except that such termination shall not affect the liability of Guarantor with respect to the Remaining Indebtedness.

NATURE OF GUARANTY. The Guaranty is an absolute guaranty of payment and performance and not of collection. Therefore, Lender may insist that Guarantor pay immediately, and Lender is not required to attempt to collect first from Borrower, the Collateral, or any other person liable for the Indebtedness. The obligation of Guarantor shall be absolute and unconditional even if all or any part of any agreement between Lender and Borrower is unenforceable, void, voidable or illegal or uncollectible due to incapacity, lack of power or authority, discharge or for any reason whatsoever, and regardless of the existence of any defense, setoff, discharge or counterclaim (in any case, whether based on contract, tort or any other theory) which Borrower may assert. If Borrower is a corporation, limited liability company, partnership or trust, it is not necessary for Lender to inquire into the powers of Borrower or the officers, directors, members, managers, partners, trustees or agents acting or purporting to act on its behalf, and any of the Indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed hereunder. Without limiting the foregoing, Guarantor's liability is absolute and unconditional irrespective of and shall not be released, diminished or affected by: (a) any present or future law, regulation or order of any jurisdiction (whether of right or in fact) or of any agency thereof purporting to reduce, amend, restructure, render unenforceable or otherwise affect any term of any Indebtedness; or (b) any war, riot or revolution impacting multinational companies or any act of expropriation, nationalization or currency inconvertibility or nontransferability arising from governmental, legislative or executive measures affecting any Obligor or Other Guarantor or the property of any Obligor or Other Guarantor.

ACCELERATION / REMEDIES. If Guarantor fails to pay any amount owing under the Guaranty, Lender shall have all of the rights and remedies provided by any law or under the Guaranty or any Related Document. Lender is authorized to cause all or any part of the Collateral to be transferred to or registered in its name or in the name of any other person or business entity with or without designation of the capacity of that nominee. Without limiting any other available remedy, Guarantor is liable for any deficiency in payment of any Indebtedness remaining after the disposition of any Collateral. Guarantor is liable to Lender for all Collection Amounts. All amounts payable under the terms of the Guaranty shall be paid without relief from valuation and appraisal laws. All obligations of Guarantor to Lender under the Guaranty, whether or not then due or absolute or contingent, shall, at the option of Lender, without notice or demand, become due and payable immediately upon the occurrence of any default or Event of Default under the terms of any of the Indebtedness or any Related Document or any other event that results in acceleration of the maturity of any Indebtedness, including without limitation, demand for payment of any Indebtedness constituting demand obligations or automatic acceleration in a legal proceeding.

ADDITIONAL REPRESENTATIONS, WARRANTIES, AND COVENANTS BY GUARANTOR. In addition to any other representations, warranties and covenants of Guarantor, Guarantor represents, warrants and covenants that each of the following is true and will remain true until termination of the Guaranty and payment in full of all Indebtedness and agrees with Lender that Guarantor has: (a) without reliance on Lender or any information received from Lender and based upon the records and information Guarantor deems appropriate, made an independent investigation of Borrower, Borrower's business, assets, operations, prospects and condition, financial or otherwise, and any circumstances that may bear upon those matters, Borrower or the obligations, liabilities and risks undertaken in the Guaranty with respect to the Indebtedness; (b) adequate means to obtain from the Borrower on a continuing basis information concerning Borrower, and Lender has no duty to provide any information concerning Borrower or any other obligor to Guarantor; (c) full and complete access to Borrower and any and all records relating to any Indebtedness now and in the future owing by Borrower; and (d) determined that Guarantor will receive benefit, directly or indirectly, by reason of the Indebtedness and has or will receive fair and reasonably equivalent value for, the execution and delivery of the Guaranty.

MULTIPLE GUARANTIES. Guarantor's liability under the Guaranty is independent of its liability under any other guaranty previously or subsequently executed by Guarantor or any one of them, singularly or together with others, as to all or any part of the

Indebtedness, and may be enforced for the full amount of the indebtedness as provided in the Guaranty regardless of Guarantor's liability under any other guaranty.

PROVISIONS RELATED TO SECURITY AGREEMENT AND COLLATERAL

These provisions of the Additional Terms apply to the Security Agreement and to each Grantor. Each Guarantor who grants a security interest in Collateral may be referred to as either Grantor or Guarantor. Each Borrower who grants a security interest in Collateral may be referred to as either Grantor or Borrower. The Security Agreement of Borrower may be included in the Note or in a separate Security Agreement.

CONTINUING SECURITY INTEREST. The Security Agreement is a continuing security interest and will continue to be in effect until final payment and performance in full of all Indebtedness and the termination of any commitment of Lender to make loans or other financial accommodations to Borrower. Grantor grants, pledges and assigns to Lender a continuing security interest in all of the Grantor Collateral (as defined herein) in which Grantor has rights or power to transfer rights and all Grantor Collateral in which Grantor later acquires ownership, rights or power to transfer rights to secure the payment and performance of the Indebtedness.

INDIVIDUAL LIABILITY OF EACH GRANTOR. If more than one person or entity signs as Grantor, their obligations under the Security Agreement are joint and several and solidary. The Grantor Collateral includes any property that is owned by any Grantor individually or with any other.

COLLATERAL. The term "Collateral" means all property and assets granted as collateral security for any of the Indebtedness, whether granted directly or indirectly, whether granted previously, now or hereafter, whether owned individually or jointly with others, whether real property or personal property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located. The Collateral may be granted by any Obligor or any other grantor. Wherever the context requires, the provisions of the Security Agreement shall not apply to any real property Collateral but shall apply only to personal property Collateral. Categories of personal property Collateral described in the Security Agreement shall have the same definitions as are provided for such categories in the UCC.

The term "Collateral" includes the Grantor Collateral. "Grantor Collateral" means all of Grantor's property and assets granted as collateral security for any of the Indebtedness, whether granted directly or indirectly, whether granted previously, now or hereafter, whether owned individually or jointly with others, whether real property or personal property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located. The Grantor Collateral includes the personal property Collateral of the description and categories indicated in the Security Agreement in to which these Additional Terms are incorporated by reference.

In addition, the term "Collateral" includes all "proceeds", "products", "supporting obligations", and "documents" (as such terms are defined in the UCC) of the Collateral, including but not limited to all dividends and all cash, "accounts," "chattel paper," "instruments," and "general intangibles" (as such terms are defined in the UCC) arising from the sale, lease, casualty loss or other disposition of the Collateral, and any Collateral returned to, repossessed by or stopped in transit, and all insurance claims relating to any of the Collateral. The term "Collateral" further includes all of the right, title and interest in and to all books, records, data and software relating to the Collateral, regardless of the form of media containing such Collateral. Grantor agrees to deliver to Lender or Lender's agent any property that represents an increase in the Grantor Collateral or profits or proceeds of the Grantor Collateral. As used herein, the term "UCC" means the Uniform Commercial Code, as in effect from time to time, in the LPO State or, if such LPO State is Louisiana, the Louisiana Commercial Laws, as in effect from time to time.

ADDITIONAL REPRESENTATIONS, WARRANTIES, AND COVENANTS BY GRANTOR. In addition to any other representations, warranties and covenants of Grantor, Grantor represents, warrants and covenants to Lender that each of the following is true and will remain true until payment in full of all Indebtedness and agrees with Lender that: (1) At its own expense, Borrower or Grantor shall maintain comprehensive casualty insurance on the Grantor Collateral against such risks, in such amounts, with such deductibles and with such companies as may be satisfactory to Lender. Each insurance policy on the Grantor Collateral shall contain a lender's loss payable endorsement satisfactory to Lender and a prohibition against cancellation or amendment of the policy or removal of Lender as loss payee without at least thirty (30) days prior written notice to Lender. The policies on the Grantor Collateral, or certificates evidencing them, shall, if Lender so requests, be deposited with Lender. (2) Grantor shall permit Lender or Lender's agent, at Borrower's expense, to inspect and examine the Grantor Collateral, and to inspect and copy the books, records and data related to the Grantor Collateral, and Grantor will provide any information that Lender may reasonably request, all at any time during normal business hours. (3) Grantor shall keep the Grantor Collateral free of liens, encumbrances and other security interests, except for this security interest (unless otherwise specifically agreed to by Lender in writing); maintain the Grantor Collateral in good repair; pay promptly when due all taxes and assessments upon the Grantor Collateral or for the use or operation of the Grantor Collateral; and use the Grantor Collateral in accordance with law and in compliance with any policy of insurance thereon. (4) Grantor will not sell, lease or license, or offer to sell, lease or license, nor grant as security or otherwise transfer to anyone other than Lender the Grantor Collateral or any rights in or to the Grantor Collateral, without the written consent of Lender, except in the ordinary course of business; or change the location of the Grantor Collateral from the locations disclosed to Lender, without providing at least ten (10) days prior written notice to Lender. (5) No financing statement or similar record covering all or any part of the Grantor Collateral or

any proceeds thereof is on file in any public office, unless Lender has approved that filing. (6) When the Grantor Collateral is located at, used in or attached to a facility leased by Grantor, Grantor will, at the request of Lender, obtain from the lessor a consent to the granting of this security interest and a release or subordination of the lessor's interest in any of the Grantor Collateral, in form and substance satisfactory to Lender. (7) None of the Grantor Collateral consisting of personal property is now attached nor will it hereafter be attached to real estate so as to constitute a "fixture" (as defined in the UCC). (8) Grantor shall execute and deliver, or cause to be executed and delivered, such other documents as Lender may from time to time request to perfect or to further evidence the pledge, security interest and assignment created in the Grantor Collateral by the Security Agreement.

ACCOUNTS, CHATTEL PAPER, GENERAL INTANGIBLES AND INSTRUMENTS. If the Grantor Collateral includes Grantor's accounts, chattel paper, general intangibles or instruments, then until Lender gives notice to Grantor to the contrary or until an Event of Default occurs, Grantor may use the funds collected in its business. Upon notice from Lender or upon occurrence of an Event of Default, Grantor agrees that all sums of money it receives on account of or in payment or settlement of the accounts, chattel paper, negotiable certificates of deposit, documents, general intangibles and instruments shall be held by it as trustee for Lender without commingling with any of Grantor's other funds, and shall immediately be delivered to Lender with endorsement to Lender's order of any check or similar instrument. It is agreed that, at any time Lender so elects, Lender shall be entitled, in its own name or in the name of Grantor or otherwise, but at the expense and cost of Borrower, to collect, demand, receive, sue for or compromise any and all accounts, chattel paper, negotiable certificates of deposit, documents, general intangibles, and instruments, and to give good and sufficient releases, to endorse any checks, drafts or other orders for the payment of money payable to Grantor and, in Lender's discretion, to file any claims or take any action or proceeding which Lender may deem necessary or advisable. It is expressly understood and agreed, however, that Lender shall not be required or obligated in any manner to make any demand or to make any inquiry as to the nature or sufficiency of any payment received by it or to present or file any claim or take any other action to collect or enforce the payment of any amounts which may have been assigned to Lender or to which Lender may be entitled at any time or times. All notices required in this paragraph will be immediately effective when sent. Such notices need not be given prior to Lender's taking action. Grantor irrevocably appoints Lender or Lender's designee as Grantor's attorney-in-fact to do all things with reference to Grantor Collateral as provided for in the Security Agreement including without limitation (a) to sign Grantor's name on any invoice or bill of lading relating to any Grantor Collateral, on assignments and verifications of account and on notices to Grantor's customers, (b) to do all things necessary to carry out the Security Agreement or to perform any of Grantor's obligations under the Security Agreement, (c) to notify the post office authorities to change Grantor's mailing address to one designated by Lender, and (d) to receive, open and dispose of mail addressed to Grantor. Grantor ratifies and approves all acts of Lender or Lender's designee as attorney-in-fact. This power of attorney appointment is irrevocable, coupled with an interest, and shall survive the death or disability of Grantor. Lender shall not be liable for any act or omission, nor any error of judgment or mistake of fact or law, but only for its gross negligence or willful misconduct. This power being coupled with an interest is irrevocable until all of the Indebtedness has been fully satisfied. Immediately upon its receipt of any Grantor Collateral evidenced by an agreement, "instrument," "chattel paper" or "document" (as such terms are defined in the UCC) (collectively, "Special Collateral"), Grantor shall mark the Special Collateral to show that it is subject to Lender's security interest, pledge and assignment and shall deliver the original to Lender together with appropriate endorsements and other specific evidence of assignment or transfer in form and substance satisfactory to Lender.

REMEDIES REGARDING COLLATERAL. If any Event of Default occurs, then Lender shall have the rights and remedies provided by any law or under the Security Agreement or any Related Document. Should a default occur, Grantor will pay to Lender all costs reasonably incurred by Lender for the purpose of enforcing its rights under the Security Agreement, to the extent not prohibited by law, including, without limitation: Collection Amounts, costs of foreclosure, costs of obtaining money damages, and reasonable attorneys' fees (including fees and expenses of counsel for Lender that are employees of Lender or its affiliates, to the extent not prohibited by law) that Lender may incur for any purpose related to the Security Agreement. Lender shall have the right to require Grantor to assemble the Grantor Collateral and make it available to Lender at a place to be designated by Lender which is reasonably convenient to both parties, the right to take possession of the Grantor Collateral with or without demand and with or without process of law, and the right to sell or otherwise dispose of it and to apply to the Indebtedness and distribute the proceeds, all according to applicable law. Grantor agrees that upon default Lender may dispose of any of the Grantor Collateral in its then present condition, and that the disposal of the Grantor Collateral in its present condition, without repair or clean-up, shall not affect the commercial reasonableness of such disposition. Lender may disclaim warranties of title, possession, quiet enjoyment, and the like, and Grantor agrees that any such action shall not affect the commercial reasonableness of the sale. In connection with the right of Lender to take possession of the Grantor Collateral, Lender may take possession of any other items of property in or on the Grantor Collateral at the time of taking possession, and hold them for Grantor without liability on the part of Lender. Grantor expressly agrees that Lender may enter upon the premises where the Grantor Collateral is believed to be located without any obligation of payment to Grantor, and that Lender may, without cost, use any and all of Grantor's "equipment" (as defined in the UCC) in the manufacturing or processing of any "inventory" (as defined in the UCC). If there is any statutory requirement for notice, that requirement shall be met if Lender sends notice to Grantor at least ten (10) days prior to the date of sale, disposition or other event giving rise to the required notice, and such notice shall be deemed commercially reasonable. Without limiting any other remedy, Borrower is liable for any deficiency remaining after disposition of the Grantor Collateral. Lender is authorized to cause all or any part of the Grantor Collateral to be transferred to or registered in its name or in the name of any other person or business entity, with or without designating the capacity of that nominee. At its option Lender may, but shall be under no duty or obligation to, discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Grantor Collateral, pay for

insurance on the Grantor Collateral, and pay for the maintenance and preservation of the Grantor Collateral, and Borrower agrees to reimburse Lender on demand for any such payment made or expense incurred by Lender with interest at the highest rate at which interest may accrue under any instrument evidencing the Indebtedness. Grantor authorizes Lender to endorse and negotiate on Grantor's behalf drafts reflecting proceeds of insurance from the Grantor Collateral, provided that Lender shall remit to Grantor such surplus, if any, as remains after the proceeds have been applied, at Lender's option, to the satisfaction of all of the Indebtedness (in such order of application as Lender may elect) or to the establishment of a cash collateral account for the Indebtedness. Lender shall have the right now, and at any time in the future in its sole and absolute discretion, without notice to Borrower to (a) prepare, file and sign Borrower's name on any proof of claim in bankruptcy or similar document against any owner of the Grantor Collateral and (b) prepare, file and sign Borrower's name on any notice of lien, assignment or satisfaction of lien or similar document in connection with the Grantor Collateral

ADDITIONAL REMEDIES IN LOUISIANA. If Louisiana is the LPO State or if any of the Grantor Collateral is located in Louisiana, the provisions of this paragraph shall apply. At or following an Event of Default, Lender may cause the Grantor Collateral to be immediately seized wherever found, and sold, whether in term of court or in vacation, under ordinary or executory process, in accordance with applicable Louisiana law, to the highest bidder for cash, with or without appraisal, and without the necessity of making additional demand, or of notifying Grantor, or placing Borrower in default. For purposes of foreclosure under Louisiana executory process procedures, Grantor confesses judgment and acknowledges to be indebted unto and in favor of Lender up to the full amount of the Indebtedness, in principal, interest, costs, expenses, attorneys' fees and other fees and charges. To the extent permitted under applicable Louisiana law, Grantor additionally waives: (a) the benefit of appraisal as provided in Articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure and all other laws with regard to appraisal upon judicial sale; (b) the demand and three (3) days' delay as provided under Articles 2639 and 2721 of the Louisiana Code of Civil Procedure; (c) the notice of seizure as provided under Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (d) the three (3) days' delay provided under Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and (e) all other benefits provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure and all other similar provisions of the Louisiana Code of Civil Procedure not specifically listed hereinabove. Should any of the Grantor Collateral be seized as an incident to an action for the recognition or enforcement of the Indebtedness, or the Security Agreement, by executory process, sequestration, attachment, writ of fieri facias, or otherwise, Grantor agrees that the court issuing any such order shall, if requested by Lender, appoint Lender or any person or entity named by Lender at the time such seizure is requested, or at any time thereafter, as keeper of the Grantor Collateral as provided under La. R.S. §§ 9:5136, et seq. Grantor agrees to pay the reasonable fees of such keeper, which compensation to the keeper shall also be a part of the Indebtedness secured. Should it become necessary for Lender to foreclose against the Grantor Collateral, all declarations of fact that are made under an authentic act before a notary public in the presence of two witnesses by a person declaring such facts to lie within his or her knowledge, shall constitute authentic evidence for purposes of executory process, and also for purposes of La. R.S. § 9:3509.1, La. R.S. § 9:3504(D)(6), and La. R.S. § 10:9-629, as applicable.

MULTIPLE SECURITY AGREEMENTS. The Security Agreement is in addition to and not in substitution or replacement of any other security agreement executed by Grantor in favor of Lender, and Lender's rights under the Security Agreement and its rights under any such other security agreement are cumulative.

PROVISIONS APPLICABLE TO EACH OBLIGOR

These provisions of the Additional Terms apply to each Obligor, whether a Borrower, Guarantor or Grantor.

REPRESENTATION, WARRANTIES AND COVENANTS BY EACH OBLIGOR. In addition to any other representations, warranties and covenants as Borrower, Guarantor or Grantor, each such Obligor represents, warrants and covenants to Lender that each of the following is true and will remain true until payment in full of all Indebtedness and agrees with Lender that: (1) If Obligor is not a natural person, (a) it is duly organized and validly existing under the laws of the state where it is organized and is in good standing in each state where it operates or is doing business; and (b) the execution and delivery of each Document by the Obligor and the performance of the obligations each imposes are within its powers and have been duly authorized by all necessary action of its governing body, and do not contravene the terms of its articles of incorporation or organization, its by-laws, regulations or any partnership, operating or other agreement governing its organization and affairs and do not violate any law, conflict with any agreement by which it is bound, or require the consent or approval of any governmental authority or other third party. (2) Each Document is a valid and binding agreement of the Obligor executing such Document, enforceable according to its terms. (3) All balance sheets, profit and loss statements, other financial statements and applications for credit previously, now or hereafter furnished to Lender in connection with the Indebtedness are accurate and fairly reflect the financial condition of the organizations and persons to which they apply on their effective dates, including contingent liabilities of every type, which financial condition has not materially and adversely changed since those dates. (4) Obligor has filed and will hereafter file all federal and state tax returns that are required to be filed, has paid and in the future will pay all due and payable taxes and assessments against the property and income of such Obligor and all payroll, excise and other taxes required to be collected and held in trust by such Obligor for any governmental authority. (5) Borrower's legal name and principal residence or chief executive office is exactly as it appears on the first page of the Document and Guarantor or Grantor's legal name is exactly as it appears on the first page of the Guaranty or Security Agreement and Guarantor or Grantor's principal residence or chief executive office is exactly as it appears on the application for the Indebtedness or other written notice of such address provided by Guarantor or Grantor to Lender; and no Obligor will, without Lender's prior written consent, change its name, its business organization, the jurisdiction under which it is formed or organized, or its chief executive office, or any additional

places of business. (6) Obligor has not relied and will not rely upon any representations or warranties of Lender not embodied in the Document executed by such Obligor or any acts taken by Lender prior to and after execution or other authentication and delivery of such Document (including but not limited to any review by Lender of the business, assets, operations, prospects and condition, financial or otherwise, of Borrower or any other Obligor). (7) Without notice or demand and without affecting Obligor's obligations hereunder, from time to time, Lender is authorized to: (a) suspend any rights and remedies against, release, either in whole or in part, substitute or add any one or more Borrower, sureties, endorsers, Grantor, Guarantor, Other Guarantors or any other person liable on the Indebtedness; (b) extend, renew, modify, rearrange, restate and substitute the Indebtedness or any Collateral for the Indebtedness; (c) take and hold other Collateral for the payment of the Indebtedness, and enforce, exchange, substitute, subordinate, impair, waive or release any such Collateral; (d) proceed against the Collateral for the Indebtedness and direct the order or manner of sale as Lender in its discretion may determine; (e) take any action against the Collateral for the Indebtedness, and (f) apply any and all moneys received by Lender from any source, including recoveries from the Collateral for the Indebtedness, in such order or manner as Lender in its discretion may determine, including but not limited to applying them against obligations which are not included in the Indebtedness or secured by the Security Agreement. (8) Each of Obligor's obligations hereunder shall not be released, diminished or affected by the voluntary or involuntary liquidation, sale or other disposition of all or substantially all of the assets of such Obligor or any other Obligor, or any receivership, insolvency, bankruptcy, reorganization, or other similar proceedings affecting such Obligor and any of its assets or any other Obligor and any of its assets. (9) Obligor expressly consents to any impairment of the Collateral, including, but not limited to, failure to perfect a security interest in the Collateral and any release, either in whole or in part, of the Collateral. Any such impairment or release shall not affect Obligor's obligations hereunder. (10) By entering into the Note, Security Agreement and/or Guaranty, Obligor does not intend to incur or believes that Obligor has not incurred debts that would be beyond Obligor's ability to pay as those debts mature; the execution and delivery of the Note, Security Agreement and/or Guaranty are not intended to hinder, delay or defraud any creditor of Obligor; and Obligor is not engaged in or about to engage in any business or transaction for which the remaining assets of Obligor are unreasonably small in relation to the business or transaction, and any property remaining with Obligor after the execution or other authentication of the Note, Security Agreement and/or Guaranty is not unreasonably small capital for such Obligor. (11) All obligations under any Document and the Indebtedness shall be payable in lawful money of the United States of America. (12) If Borrower or Guarantor is a married resident of Wisconsin or Arizona, each such Borrower and Guarantor represents that this obligation is incurred in the interest of his or her respective marriage and family, binds the marital community, and in addition, also binds the sole and separate property of each such Borrower and Guarantor.

WAIVERS AND CONSENTS BY EACH OBLIGOR. Each Obligor waives: (a) to the extent permitted by law, all rights and benefits under any laws or statutes regarding sureties, as may be amended; (b) any right to receive notice of the following matters before Lender enforces any of its rights under any Document or any other Related Document: (i) Lender's acceptance of any Document or other Related Document, (ii) any Indebtedness that Lender extends to Borrower or any credit that Lender extends to any Obligor, (iii) Borrower's default on the Indebtedness or any default under any Related Document, (iv) any demand, intent to accelerate, acceleration, diligence, presentment, dishonor and protest, (v) any action that Lender takes regarding any Obligor, anyone else, any Collateral, or the Indebtedness that it might be entitled to take by law or under any other agreement, (vi) any Collateral received or delivered, default by any Obligor or any party to any Related Document or other action taken in reliance on any Document, or any Related Document, and all notices and other demands of any description, (vii) diligence and promptness in preserving liability against Borrower, Guarantor or any Other Guarantor on the Indebtedness, and in collecting or bringing suit to collect the Indebtedness from Borrower, Guarantor or any Other Guarantor or to pursue any remedy in Lender's power to pursue against any Obligor, (viii) extensions, renewals, modifications, rearrangements, restatements and substitutions of the Indebtedness or any Collateral for the Indebtedness, (ix) any extension or postponement of time of payment on any of the Indebtedness, without limit as to the number or period, (x) failure to pay the Indebtedness as it matures, any other default, adverse change in the financial condition of Borrower, Guarantor or any Other Guarantor, release or substitution of any Collateral, or subordination of Lender's rights in any Collateral, and (xi) every other notice of every kind that may lawfully be waived; (c) any right to require Lender to proceed against Borrower, Guarantor, or any Other Guarantor with respect to the Indebtedness, or any Grantor as to any Collateral, or pursue any remedy in Lender's power to pursue; (d) any defense based on any claim that Obligor's obligations exceed or are more burdensome than those of another Obligor or any Other Guarantor or other grantor of Collateral; (e) the benefit of any statute of limitations affecting liability of Borrower or Guarantor; (f) any defense arising by reason of any disability or other defense of Obligor by reason of the cessation from any cause whatsoever (other than payment in full) of the Indebtedness; and (g) any defense based on or arising out of any defense that Borrower or Guarantor may have to the payment or performance of the Indebtedness or any portion thereof

STATE SPECIFIC PROVISIONS In addition to the foregoing, if the LPO State is a state specified below, the Collateral is located in a state specified below, or an Obligor is a resident of, organized under or has its chief executive office in a state specified below, then without limiting any other waiver, consent or agreement, such Obligor further waives: (a) Arizona: any and all benefits under Arizona Revised Statutes Sections 12-1641 through 12-1646, inclusive, and Rule 17(f) of the Arizona Rules of Civil Procedure, including any revision or replacement of such statutes or rules hereafter enacted; (b) Connecticut: (i) any and all rights to any prior notice or prior opportunity for a hearing that each Obligor may have under Sections 52-278a to 52-278n, inclusive, of the Connecticut General Statutes, as the same may be amended, or under any similar law whether state, federal or constitutional, that may be hereafter enacted; (ii) any requirement for the posting of a bond and any right to request a court to require Lender to post a bond in connection with any prejudgment remedy sought, it being the intent of each Obligor that in the event of any legal action

between any Obligor and Lender pertaining to the Note, any other Document, or the Indebtedness, Lender may invoke any prejudgment remedy, without providing such Obligor with any prior notice or prior opportunity for a hearing and Lender's attorney is specifically authorized to issue a writ for any prejudgment remedy without prior court order; and (iii) each Obligor acknowledges that the waivers herein are made knowingly and voluntarily and after consideration of the ramifications of these waivers with its attorneys; (c) Oklahoma: (i) all rights, remedies, defenses and claims and/or rights of counterclaim, recoupment, offset or setoff, including, but not limited to, all offsets, setoffs, rights, remedies or defenses that may be afforded Borrower, Guarantor, an endorser and any other party liable under the Note or the Guaranty (by any of Title 12, Okla. Stat. (2001), §686, Title 15, Okla. Stat. (2001), §334, 337, 338 and 344, and/or Title 46, Okla. Stat. (2001), §43, as any of such statutes may be amended from time to time; and (ii) any defenses given to Borrower, Guarantor, an endorser or any other party liable on the Note or Guaranty by any failure, neglect or omission by Lender to perfect in any manner the collection of the Indebtedness or the Collateral, including the failure or omission to seek a deficiency judgment against Borrower, Guarantor or Other Guarantor; (d) Texas: to the extent not prohibited by applicable law, (i) all rights of Guarantor under Rule 31, Texas Rules of Civil Procedure, Chapter 34 of the Texas Business and Commerce Code, and Section 17.001 of the Texas Civil Practice and Remedies Code; (ii) to the extent any Obligor is subject to the Texas Revised Partnership Act ("TRPA") or Section 152.306 of the Texas Business Organizations Code ("BOC"), compliance by Lender with Section 3.05(d) of TRPA and Section 152.306(b) of BOC; and (iii) if the Indebtedness is secured by an interest in real property, all rights of each Obligor under Sections 51.003, 51.004, and 51.005 of the Texas Property Code (as amended from time to time); and (e) Utah: any and all benefits of any law, rule or statute limiting any deficiency upon the liquidation, sale or foreclosure of any Collateral, including Utah Code Annot. Sections 57-1-23 through 57-1-32, inclusive, and Utah Code Annot. Section 78-37-1, including any revision or replacement of such statutes hereafter enacted.

FINANCIAL INFORMATION. Each Borrower and Guarantor further agrees to provide to Lender the financial statements and other information relating to the financial condition, properties and affairs of Borrower or Guarantor as provided for in any Related Document or as Lender requests from time to time.

COOPERATION. Each Obligor agrees to fully cooperate with Lender and not to delay, impede or otherwise interfere with the efforts of Lender to secure payment from the assets which secure the Indebtedness including actions, proceedings, motions, orders, agreements or other matters relating to relief from automatic stay, abandonment of property, use of cash collateral and sale of Lender's Collateral free and clear of all liens.

RIGHTS OF SUBROGATION. Each Obligor waives and agrees not to enforce any rights of subrogation, contribution or indemnification that it may have against any other Obligor, any other person liable on the Indebtedness, or the Collateral, until such other Obligor and any other person liable on the Indebtedness has fully performed all its obligations to Lender, even if those obligations are not covered herein or in the Related Documents.

REINSTATEMENT. Each Obligor agrees that to the extent any payment or transfer is received by Lender in connection with the Indebtedness, and all or any part of the payment or transfer is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be transferred or repaid by Lender or transferred or paid over to a trustee, receiver or any other entity, whether under any bankruptcy act or otherwise (any of those payments or transfers is hereinafter referred to as a "Preferential Payment"), then each Document and Related Document shall continue to be effective or shall be reinstated, as the case may be, even if the Document or any other Related Document evidencing the Indebtedness has been marked paid, marked paid in full, released, canceled or returned to Borrower, and whether or not Lender is in possession of the Document or other Related Document, and, to the extent of the payment, repayment or other transfer by Lender, the Indebtedness or part intended to be satisfied by the Preferential Payment shall be revived and continued in full force and effect as if the Preferential Payment had not been made. Each Obligor agrees to execute and deliver to Lender any new Note, Security Agreement or Guaranty in form and substance acceptable to Lender, if necessary or if requested by Lender to evidence the reinstatement of the Obligor's promise to pay, guarantee of the Indebtedness or grant of Grantor Collateral.

CONFESSION OF JUDGMENT BY BORROWER AND BY GUARANTOR. Each Borrower and Guarantor who is a natural person residing in, or is an entity with a chief executive office in, the State of Ohio or Illinois each separately hereby irrevocably authorize and empower any attorney-at-law, including an attorney hired by Lender, to appear in any court of record and to confess judgment against Borrower for the unpaid amount of the Note and/or against the Guarantor for the unpaid amount of the Indebtedness, as evidenced by an affidavit signed by an officer of Lender setting forth the amount then due together with attorney's fees plus costs of suit, and to release all errors, and waive all rights of appeal. If a copy of the Note and/or the Guaranty, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Borrower and Guarantor waive the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on the Note and all amounts owing from the Guarantor related to the Indebtedness have been paid in full. Borrower and Guarantor each waives any conflict of interest that an attorney hired by Lender may have in acting on behalf of Borrower and/or Guarantor in confessing judgment against Borrower and/or Guarantor while such attorney is retained by Lender. Borrower and Guarantor each expressly consents to such attorney acting for Borrower and/or Guarantor in confessing judgment.

RIGHT OF SETOFF AGAINST BORROWER AND GUARANTOR In addition to the Collateral, if any, Borrower and Guarantor each separately hereby grants to Lender a security interest in the Granted Accounts, and Lender is authorized to setoff and apply any or all of Borrower's and/or Guarantor's Granted Accounts, Securities and Other Property, and Lender Debt against the Indebtedness. This right of setoff may be exercised and enforced at any time and from time to time, without prior notice to Borrower or Guarantor, and regardless of whether or not Lender has made any demand under the Note or the Guaranty, or whether the Indebtedness is contingent, matured, or unmatured. Any delay, neglect or conduct by Lender in exercising its rights under this paragraph will not be a waiver of the right to exercise this right of setoff or enforce this security interest in the Granted Accounts. The rights of Lender under this paragraph are in addition to other rights Lender may have in or by virtue of the Note or the Guaranty, the Related Documents or by law. In this paragraph: (a) the words "Granted Accounts" mean any and all accounts and deposits of Borrower or Guarantor (whether general, special, time, demand, provisional or final) at any time held by Lender (including all Granted Accounts held jointly with another, but excluding any IRA, Keogh Account or any trust account in which a security interest would be prohibited by law); (b) the words "Securities and Other Property" mean any and all financial assets, securities entitlements, securities accounts, investment property and other personal property of Borrower or Guarantor in the custody, possession or control of Lender, JPMorgan Chase & Co. or their respective subsidiaries and affiliates (other than property held by Lender in a fiduciary capacity); and (c) the term "Lender Debt" means all obligations or debt at any time owing by Lender to or for the credit or account of Borrower or Guarantor and any claim of Borrower or Guarantor (whether individual, joint and several, solidary or otherwise) against Lender now or hereafter existing.

INDIVIDUAL LIABILITY OF EACH BORROWER AND GUARANTOR. If more than one person or entity signs as Borrower, their obligations are joint and several and solidary. If more than one person or entity signs as Guarantor, their obligations are joint and several and solidary. In addition, each Guarantor and each Borrower shall be jointly and severally and solidarily liable for repayment of the Note and the Indebtedness with any other Borrower, Guarantor and Other Guarantor. Lender may elect to enforce its rights against or compromise or release fewer than all Borrowers, Guarantors, or Other Guarantors without impairing, waiving, altering or releasing the obligations of any other Borrower, Guarantor and Other Guarantor.

REPORTS TO CREDIT BUREAUS Both Borrower and Guarantor acknowledge that Lender may report information to credit bureaus about the account for the term loan or line of credit evidenced by the Note and about any other account evidencing the Indebtedness. Late Payments, missed payments, or other defaults on the Note or other Indebtedness may be reflected in the credit reports of Borrower and of Guarantor.

MISCELLANEOUS Each Obligor agrees: (1) In any action or proceeding involving any state corporate law, or any state, federal or foreign bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the Indebtedness of Borrower would otherwise be held or determined to be avoidable, invalid or unenforceable on account of the amount of such Borrower's liability under the Indebtedness, then, notwithstanding any other provision herein to the contrary, the amount of such liability shall, without any further action by such Borrower or Lender, be automatically limited and reduced to the highest amount that is valid and enforceable as determined in such action or proceeding. (2) Each Document binds the Obligor thereon and their respective heirs, successors and assigns with respect thereto, and benefits Lender, its successors and assigns. Any reference to Lender includes any holder of the Document. (3) If any Document is issued pursuant to and entitled to the benefits of any credit agreement or loan agreement by and between Borrower and Lender (the "Credit Agreement"), then the terms and provisions of any such Credit Agreement are hereby incorporated and made a part hereof by this reference thereto with the same force and effect as if set forth at length herein. No reference to the Credit Agreement and no provisions of any Document or the Credit Agreement shall alter or impair the absolute and unconditional obligation of Borrower to pay the principal and interest on the Note provided for herein or any other Indebtedness. (4) Section headings are for convenience of reference only and do not affect the interpretation of the Documents. (5) Any notices and demands under or related to the Documents or any Related Documents shall be in writing and delivered to the intended party. Notices to Lender or Borrower shall be sent to its address stated herein. Notices to Guarantor or any Grantor other than Borrower shall be sent to its address on the application for the Indebtedness or other written notice of such address provided by Guarantor or Grantor to Lender. Any party may change its address for purposes of the receipt of notices and demands by giving notice of such change in the manner provided herein. When the Note includes a specific provision permitting the Lender to give notice related to the modification of certain terms of the Note or notice of certain other matters related to advances on the Note, any such notice shall be delivered by letter or by inclusion in the periodic loan account statement of Borrower, effective upon deposit in the regular United States mail, postage prepaid. All other notices shall be delivered: (a) by hand, effective upon receipt, (b) by a nationally recognized overnight courier service, effective on the day after the day of deposit, or (c) by certified mail, postage prepaid, with return receipt requested, on the third day after the notice is deposited in the mail. (6) The Documents and any other Related Documents embody the entire agreement between each Obligor and Lender regarding the terms of the Indebtedness evidenced by the Note and supersede all oral statements and prior writings relating to that Indebtedness. (7) No modification or waiver of any provision of any Document is effective unless agreed to by Lender in writing. (8) Lender may waive or delay enforcing any of its rights without losing them and any such waiver by Lender affects only the specific terms and time period stated in the waiver. (9) If any provision of a Document, cannot be enforced, the remaining provisions of the Document shall continue in effect. (10) Each Obligor agrees that Lender may provide any information or knowledge Lender may have about each Obligor or any matter relating to the Documents, the Related Documents or the Indebtedness to JPMorgan Chase & Co., or any of its subsidiaries or affiliates or their successors, or to any one or more purchasers or potential purchasers of the Documents or Related Documents evidencing the

Indebtedness and each Obligor waives any right to privacy which they might have with respect to such matters. (11) Each Obligor agrees that Lender may at any time sell, assign or transfer one or more interests or participations in all or any part of its rights and obligations in the Documents and Related Documents to one or more purchasers whether or not related to Lender

INDEMNIFICATION Borrower and Guarantor each agrees to indemnify, defend and hold Lender, its parent companies, subsidiaries, affiliates, their respective successors and assigns and each of their respective shareholders, directors, officers, employees and agents (collectively the "Indemnified Persons") harmless from and against any and all loss, liability, obligation, damage, penalty, judgment, claim, deficiency, expense, interest, penalties, attorneys' fees (including the fees and expenses of attorneys engaged by the Indemnified Person at the Indemnified Person's reasonable discretion) and amounts paid in settlement ("Claims") to which any Indemnified Person may become subject arising out of or relating to the Document, the Indebtedness or the Collateral, including any Claims resulting from any Indemnified Person's own negligence, except to the limited extent that the Claims are proximately caused by the Indemnified Person's gross negligence or willful misconduct. Grantor each agrees to indemnify, defend and hold the Indemnified Persons harmless from and against any and all Claims to which any Indemnified Person may become subject arising out of or relating to the Grantor Collateral, including any Claims resulting from any Indemnified Person's own negligence, except to the limited extent that the Claims are proximately caused by the Indemnified Person's gross negligence or willful misconduct. The indemnification provided for in this paragraph shall survive the termination of the Document and the Indebtedness and shall not be affected by the presence, absence or amount of or the payment or nonpayment of any claim under, any insurance

GOVERNING LAW AND VENUE. Each Document shall be governed by and construed in accordance with the laws of the LPO State (without giving effect to its laws of conflicts); EXCEPT THAT, NOTWITHSTANDING ANY PROVISION OF THE NOTE TO THE CONTRARY, INTEREST TO BE CHARGED BY LENDER SHALL BE GOVERNED BY FEDERAL LAW (INCLUDING WITHOUT LIMITATION 12 U.S.C. SECTIONS 85) AND THE LAW OF THE STATE OF OHIO, WHERE THE MAIN OFFICE OF LENDER IS LOCATED. Each Obligor agrees that any legal action or proceeding with respect to any of its obligations under any Document or Related Document may be brought by Lender in any state or federal court located in the LPO State, as Lender in its sole discretion may elect. By the execution and delivery of a Document, each Obligor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. Each Obligor waives any claim that the LPO State is not a convenient forum or the proper venue for any such suit, action or proceeding

INDEBTEDNESS AND THE U.S. SMALL BUSINESS ADMINISTRATION. Borrower and Guarantor each hereby certifies to Lender and to the U.S. Small Business Administration ("SBA"), which may guarantee a portion of any term loan or line of credit evidenced by the Note, that as of the date of the Note: (a) there has been no adverse change in Borrower or any Guarantor's financial condition, organization, operations or fixed assets since the date of the application for the term loan or line of credit; (b) Borrower and Guarantor is current on all federal, state, and local taxes, including, but not limited to, income taxes, payroll taxes, real estate taxes, and sales taxes; and (c) all business and personal tax returns, financial statements, projections and information submitted by Borrower or Guarantor as part of the loan application are accurate, true and complete, including, but not limited to accurately representing all marital assets (if applicable) of Borrower and Guarantor. Borrower and Guarantor fully understand that the tax returns, financial statements, projections and information of Borrower and Guarantor submitted in connection with the loan application are being relied upon by Lender and the SBA in making their decision regarding the extension of credit under the terms of the Note

When SBA is the holder of the Note, then the Note and the Guaranty will be construed and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notices, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. Neither Borrower nor, as to the Guaranty, any Guarantor may claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

JURY WAIVER EACH OBLIGOR AND LENDER (BY ITS ACCEPTANCE HEREOF), EACH HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN ANY ONE OR MORE OBLIGOR AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT, THE RELATED DOCUMENTS, OR ANY RELATIONSHIP BETWEEN OR AMONG ANY ONE OR MORE OBLIGOR AND LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE FINANCING EVIDENCED BY THIS DOCUMENT AND THE RELATED DOCUMENTS.

THIS AGREEMENT AND THE OTHER WRITTEN RELATED DOCUMENTS REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES

CONTINUING UNLIMITED GUARANTY

Borrower:
 Complete Mortgage Corporation
 800 E Northwest Hwy, Suite 206
 Mount Prospect, IL 60056
 Reference Number: IOIL0304077-2

Lender:
 JPMorgan Chase Bank, NA
 Mt. Prospect - Busse LPO
 111 East Busse Avenue
 Mount Prospect, IL 60056

Guarantor:
 Wendy Kew

Guaranty. To induce Lender, at its option, to make financial accommodation, make or acquire loans, extend or continue credit or some other benefit, present or future, direct or indirect, and whether several, joint or joint and several, and in the State of Louisiana, solidary, to Borrower, whether one or more, and because the undersigned (each a "Guarantor") has determined that executing this guarantee of the Indebtedness (the "Guaranty") is in the interest of Guarantor, and to the financial benefit of Guarantor, Guarantor, as primary obligor and not merely as surety, absolutely and unconditionally guarantees to the Lender the performance of and full and prompt payment of the Indebtedness when due, whether at stated maturity, by acceleration or otherwise. The Guarantor will also reimburse Lender for any Collection Amounts, including, without limitation, reasonable attorney fees, costs and other Collection Amounts, Lender may pay in collecting from Borrower or Guarantor, and for liquidating any Collateral, both before and after judgment.

Certain definitions and other additional terms and conditions of this Guaranty are attached hereto and are incorporated herein by reference (the "Additional Terms"). Guarantor acknowledges receipt of the important Additional Terms which are part of this Guaranty.

GUARANTOR AGREES THIS IS A CONTINUING GUARANTY OF PAYMENT OF ALL INDEBTEDNESS OF BORROWER AND IS NOT LIMITED TO A SPECIFIC LOAN. "Indebtedness" is more fully defined in the Additional Terms, is used in its most comprehensive sense to mean any and all obligations of every kind and character of Borrower, or any one or more of them, to Lender, now existing or hereinafter incurred, and includes obligations owing after payment in full of the specific term loan or line of credit referenced in the Additional Terms.

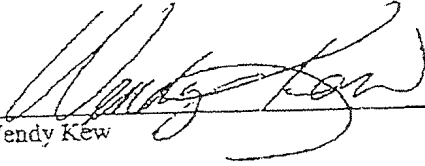
Guarantor grants to Lender a security interest in all of Guarantor's accounts (whether checking, saving or some other account, other than tax deferred accounts) now or hereafter maintained with Lender or any JPMorgan Chase & Co. affiliate as security for repayment of the Indebtedness.

Guarantor agrees that (1) Lender may proceed against one or more Guarantor without proceeding against Borrower, any other Guarantor, any other obligor owing any portion of the Indebtedness, or any Collateral; (2) the terms of any agreement evidencing the Indebtedness, including the Note describing the specific term loan or line of credit referenced in the Additional Terms, along with any renewal, amendment or modification thereof, will be provided only to Borrower and it shall be the responsibility of Guarantor to obtain a copy of any such documents; (3) the Note describing the specific term loan or line of credit referenced in the Additional Terms is the binding obligation of Borrower, and if Borrower is an entity, is duly authorized by Borrower and is executed by a person authorized to sign on behalf of Borrower; (4) if Guarantor is an entity, this Guaranty is duly authorized by Guarantor and is executed by a person authorized to sign on behalf of Guarantor; (5) a facsimile of the signature of Guarantor, in any capacity, may be used to evidence Guarantor's acceptance of the terms of this Guaranty; (6) Lender may obtain credit bureau reports regarding Guarantor and Borrower; and (7) the terms of this Guaranty of all Indebtedness of Borrower, including those relating to the jury waiver (where not prohibited by applicable law), are the binding obligation of Guarantor.

In Arizona the Guarantor's spouse must also sign this Guaranty for community property purposes



CONTINUING UNLIMITED GUARANTY



 Wendy Kew

 Date

5/16/06

Product: Business Line of Credit (BLOC)

By signing this Business Credit Application and Agreement (the "Application"), the undersigned, on behalf of the business identified herein (the "Applicant") requests the extension of the Business Line of Credit (BLOC) described above (individually and collectively referred to herein as the "Loan") from Washington Mutual Bank or any related affiliate (the "Bank").

Each person signing below certifies that he/she is signing on behalf of the Applicant in the capacity indicated next to the signature here and that such signer is authorized to execute this Agreement on behalf of or in stated relation to the Applicant. The Applicant further certifies that it has no present intention to file for bankruptcy protection and that the information regarding its financial condition is complete and correct.

The applicant further agrees, by signing below, to be bound by all of the terms and conditions of each Loan Agreement (the "Loan Agreement") consisting of: (1) the Application, a copy of which the Applicant acknowledges receiving by signing below; (2) the applicable Note and Agreement for each Loan, including documents incorporated therein by reference; (3) an Addendum to Terms; and (4) an Approval Letter. With respect to any supplemental terms and conditions set forth in an Approval Letter and enclosures, the Applicant agrees to be bound by such supplemental terms and conditions unless we are notified in writing within 30 days after the date of the Applicant's receipt or prior to any disbursement or disbursements being made on the Loan, whichever occurs first.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that we need to identify you. We may also ask to see your driver's license or other identifying documents.

THE WRITTEN LOAN AGREEMENT DESCRIBED ABOVE REPRESENTS THE FINAL AGREEMENT OF THE PARTIES AND, TO THE EXTENT CONTRADICTED BY APPLICABLE LAW, MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

REQUIRED SIGNERS - THE FOLLOWING INDIVIDUALS ARE REQUIRED TO SIGN BELOW:

- CORPORATION AND S CORPORATION: The President OR any Vice President AND one of the following: Secretary, Assistant Secretary, Chief Financial Officer, Treasurer or Assistant Treasurer
- GENERAL PARTNERSHIP AND LIMITED PARTNERSHIP: as General Partner
- SOLE PROPRIETORSHIP: the Owner
- LIMITED LIABILITY COMPANY: as Director or Manager

Signature of Owner/Authorized Officer #1 on behalf of Business (Individual Sole Proprietor Ship)	WENDY NEW	PRESIDENT	9-1-05
Signature of Owner/Authorized Officer #2 on behalf of Business (Individual Sole Proprietor Ship)			
Signature of Owner/Authorized Officer #3 on behalf of Business (Individual Sole Proprietor Ship)			
Signature of Owner/Authorized Officer #4 on behalf of Business (Individual Sole Proprietor Ship)			
Signature of Owner/Authorized Officer #5 on behalf of Business (Individual Sole Proprietor Ship)			

This section is applicable only in the event the Applicant (Sole Proprietor or General Partner Only) is a Married Individual. The undersigned, as the spouse of Applicant, joins in the signing of this Business Credit Application solely for the purpose of binding and consenting to the commitment of the marital community of Applicant and the spouse of the Applicant in accordance with Arizona Revised Statutes Section 25-214 or other applicable law.

Signature of Spouse of Applicant #1 (if applicable)			
Signature of Spouse of Applicant #2 (if applicable)			
Signature of Spouse of Applicant #3 (if applicable)			
Signature of Spouse of Applicant #4 (if applicable)			
Signature of Spouse of Applicant #5 (if applicable)			

Each of the undersigned (each a "Guarantor") joins, severally, and unconditionally guarantees payment of, and agrees to pay to our order on demand, all present and future obligations of the Applicant outstanding under the Loan provided pursuant to the Application or any documents, notes, or modifications thereof, and pursuant to the Loan Agreement and Addendum.

Signature of Owner as Individual Guarantor		
Signature of Owner as Individual Guarantor		
Signature of Owner as Individual Guarantor		
Signature of Owner as Individual Guarantor		
Signature of Owner as Individual Guarantor		

This section is applicable only in the event the Guarantor is a Married Individual. The undersigned, as the spouse of Guarantor, joins in the signing of this Guaranty solely for the purpose of binding and consenting to the commitment of the marital community of Guarantor and the spouse of Guarantor, in accordance with Arizona Revised Statutes Section 25-214 or other applicable law.

Signature of Spouse of Guarantor #1 (if applicable)		
Signature of Spouse of Guarantor #2 (if applicable)		
Signature of Spouse of Guarantor #3 (if applicable)		
Signature of Spouse of Guarantor #4 (if applicable)		
Signature of Spouse of Guarantor #5 (if applicable)		

FC Name 5420FCIL	FC # 0005420	Region	Mail Stop
Officer Name Kenneth Davis	Phone 01-74247	Phone # 8478701957	
Email Address kenneth.davis@wamu.net	Fax #	Date Application Received Sep 01 2005 10:38AM	
FC Manager Name or Name of Other Allen the Contact of your FC	Their Email Address		

- Your name and account number;
- The dollar amount of the suspected error; and
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

After we receive your letter, we will investigate your question. Within 90 days we will either correct the error or send you a letter explaining why we believe your Statement was correct. We will provide you with photographic or other documentary evidence of each advance upon your reasonable request or upon proper written notice of a billing error.

Account Records. The unpaid principal balance owing on your Account at any time may be evidenced by a record of the account in which we will make entries for each advance and such other debits and credits as will be appropriate in connection with your Account, or by our internal records, including daily computer reports. All such entries by us will be conclusive evidence of amounts owed absent manifest error. You agree that we may make adjustments to your Account from time to time as required to reflect corrections, such as if advances or credits are posted to the wrong account or in the wrong amount, if posting is delayed or if an item is returned unpaid.

INTEREST

Periodic interest is payable monthly on the outstanding principal balance of your Account. Periodic interest is computed on an actual days/360 basis by applying a Daily Periodic Rate to your outstanding principal balance each day for the actual number of days that the principal balance is outstanding. The daily increments of accrued periodic interest are then added together to determine the total periodic interest due for each Billing Cycle.

Daily Periodic Rate. The Daily Periodic Rate of interest used in determining the amount of periodic interest due is a variable rate that may change daily. The Daily Periodic Rate for each Billing Cycle will be $1/360^{\text{th}}$ of the sum of an index ("Index") plus a margin ("Margin"). We can tell you the current Index, Margin and interest rate upon request. The initial Index, Margin, applicable Daily Periodic Rate and corresponding Annual Percentage Rate are shown on the accompanying Summary of Terms. If the Index is no longer published, then we may select an alternate published index with which to calculate interest rate adjustments, and that alternate index will become the index.

In the event of default, we may impose a Default Rate as indicated in "Our Rights Upon Default" below.

Maximum Rate: The total interest due on your Account, including periodic interest and any fees, charges or other sums in the nature of interest, will not exceed the maximum rate for written contracts allowed by applicable law.

PAYMENTS

You agree to send payments on your Account, postage paid, to the payment address indicated from time to time on your Statement or as otherwise permitted or instructed by us. All payments must be made in good funds by check, money order, wire transfer, automatic transfer from an account at an institution offering such service, or other instrument in U.S. Dollars. You may pay more than the Minimum Payment due without penalty at any time. Payments in excess of your Minimum Payment due do not relieve you of your obligation to continue to make your Minimum Payment each month. Your first payment due date ("First Payment Due") is shown on the accompanying Summary of Terms. You understand and agree that payments made at any other address than as specified by us may result in a delay in processing and/or crediting. Unless otherwise agreed or required by applicable law, we may apply payments to your account in any manner we choose in our sole discretion. We may accept late or partial payments without losing any of our rights under this Agreement.

Minimum Payment. You agree to pay each month the amount identified as the "Minimum Payment" on each Statement. Your Minimum Payment will be equal to (i) all accrued and unpaid periodic interest plus (ii) the Minimum Payment Percentage shown on the accompanying Summary of Terms applied to your New Balance or the Minimum Payment Amount shown on the accompanying Summary of Terms, whichever is the greater, plus (iii) all amounts past due, all amounts that exceed your Credit Limit and all other applicable fees or charges assessed for the Billing Cycle, provided that any balance which is less than the Minimum Payment Amount must be paid in full in a single payment. Your Minimum Payment is payable monthly on the due date whether or not you receive a Statement.

Automatic Payment Deduction. If you have selected the Automatic Payment Deduction option, then you authorize us to draft, from the designated business checking account, the Minimum Payment due each month and understand that such sums may vary from time to time. We will not be liable for any loss that you may incur if we fail to draft such payments under this authorization. If a draft is rejected, we may assess a "Draft Rejection Fee" in the amount shown on the accompanying Summary of Terms which fee will be in addition to any Late Payment Fee that may be due. All withdrawals will be processed monthly on the payment due date, provided that if the draft date is a Saturday, Sunday or holiday, then the draft will be processed on the next business day. You expressly agree to provide and maintain adequate available funds in the designated business checking account to cover your Minimum Payment obligation. Our draft may be

processed at any time on the draft date, including prior to the time that we open for business on any business day. Consequently, you understand that adequate funds must be made available by the business day prior to the draft date and maintained in the designated business checking account until the draft is processed on the draft date. If your Account is not current, we may suspend all further drafts and you will thereafter be responsible for making all further payments due on your Account directly and in a timely manner. You may terminate your authorization of drafts by notifying us in writing, and your termination will be effective three (3) business days after the date your notice is received by us. You are responsible for terminating further drafts once your Account is paid off and closed. We may modify or terminate draft service by notifying you in writing at your last known address in our records. Following the date of any termination by us or by you, you will be responsible for making any further payments due on your Account directly and in a timely manner.

Disputed Amounts. You agree not to send us partial payments marked "paid in full," "without recourse" or similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement. 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 Washington Mutual, Small Business Loan Servicing, 3200 SW Freeway, Mail Stop HOU1547, Houston, TX 77027.

ACCOUNT FEES

A variety of fees and charges may be applied to your Account, including, without limitation, the following:

Annual Fee. We may impose a non-refundable "Annual Fee" in the amount shown on the accompanying Summary of Terms upon the opening of your Account and thereafter on each anniversary date. You agree that the Annual Fee is earned fully as of the date due, non-refundable upon the first use of the Account and any future anniversary date and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law.

Late Payment Fee. We may impose a "Late Payment Fee" in the amount shown on the accompanying Summary of Terms if a Minimum Payment is not received by the date specified.

Returned Payment Fee. We may impose a "Return Payment Fee" in the amount shown on the accompanying Summary of Terms for processing any payment made by you to us that is dishonored for any reason.

Copy, Research and Service Fees. We may charge you "Copy Fees," "Research Fees" and other appropriate service fees for providing photographic or documentary evidence of advances or other records, responding to questions that require research or rendering other services to you to the extent not prohibited by law and in accordance with our then-applicable policies and fee schedule. Copies of our more complete Business Statement of Fees are available upon request.

Other Charges. We may charge your Account for other fees, expenses and costs (including attorneys' fees) that you are obligated to pay under this Agreement.

DEFAULT

You will be in default if any of the following happen: (i) you fail to make any payment when due under your Account; (ii) you break any promise you have made to us, or you fail to comply with or to perform when due any term, obligation, covenant, or condition under this Agreement; (iii) you are in default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may affect any of your property or your ability to repay your Account or to perform your obligations under this Agreement; (iv) any representation or statement made or furnished to us by you or on your behalf is false or misleading either now or at the time made or furnished; (v) a material change occurs in your ownership or organizational structure (acknowledging that any change in ownership will be deemed material when ownership is closely held); (vi) you liquidate or dissolve, or enter into any consolidation merger, partnership, joint venture or other combination; (vii) you sell any assets except in the ordinary course of your business as now conducted, or sell, lease, assign or transfer any substantial part of your business or fixed assets or any property or other assets necessary for the continuance of your business as now conducted, including, without limitation, the selling of any property or other assets accompanied by the leasing back of the same; (viii) you cease doing business, become insolvent, a receiver is appointed for all or any part of your property, you make an assignment for the benefit of creditors, or any proceeding is commenced either by you or against you under any bankruptcy or insolvency laws or any other law or laws for the relief of, or relating to debtors; (ix) any guaranty of your indebtedness to us, whether related or unrelated to your Account, ceases to be in full force and effect or is declared to be null and void; or the validity or enforceability thereof is contested in a judicial proceeding; or any guarantor denies that it has any further liability under such guaranty; or any guarantor defaults in any provision of any guaranty, or any financial information provided by any guarantor is false or misleading; (x) you or any guarantor (whether on your Account or any unrelated amount owed to us by you) dies; if you are a sole proprietorship, owner dies; if you are a trust, a trustee dies; if you are a partnership, any general or managing partner dies; if you are a corporation, any principal officer or 10.00% or greater shareholder dies; if you are a limited liability company, any

managing member dies; if you are any other form of business entity, any person(s) directly or indirectly controlling ten percent (10.00%) or more of the ownership interests of such entity dies; (xi) any creditor tries to take any of your property on or in which we have a lien or security interest, whether related or unrelated to your Account, including a garnishment of any of your accounts with us; (xii) a judgment or judgments is entered against you or any guarantor(s) (whether on your Account or any unrelated amount owed to us by you) in the aggregate amount of \$250 or more that is not satisfied within thirty (30) days or stayed pending appeal; (xiii) an involuntary lien or liens is attached to any of your or any guarantor's assets or property (whether on your Account or any unrelated amount owed by you to us) and not satisfied within thirty (30) days or stayed pending appeal; (xiv) an adverse change occurs in your financial condition or applicable credit histories; (xv) we in good faith deem you insecure; (xvi) you are in default under any agreement for borrowed money or any other material contract; or (xvii) any of the events described in this default section occurs with respect to any guarantor.

Our Rights Upon Default. Upon default, the entire unpaid principal balance of your Account and all accrued and unpaid interest thereon and all other sums owing, less any unearned refundable charges and subject to legal limits, will be immediately due and payable; and you will immediately pay that amount and we may, but are not required to, immediately terminate or suspend making advances or otherwise extending any further credit to you under this Agreement. Upon your failure to pay all amounts due pursuant to this paragraph, we may, at our option and if not prohibited by applicable law, immediately increase the Margin for each balance on your Account to 9.0%, so long as the resulting rates of periodic interest do not exceed the maximum rate for written contracts allowed by applicable law ("Default Rate"). We may hire or pay someone else to help collect your Account if you do not pay. You will pay us any collection costs incurred by us. This includes, subject to any limits under applicable law, our attorneys' fees and our legal expenses, including attorneys' fees and legal expenses for bankruptcy proceedings, civil actions, arbitration proceedings, declaratory actions or other filings or proceedings, and efforts to modify or vacate any automatic stay or injunction, appeals, and any anticipated post-judgment collection services. You will also pay any court costs, in addition to all other sums provided or allowed by law. The initial Default Rate is shown on the accompanying Summary of Terms.

TERMINATION (Other Than By Default)

Upon ninety (90) days prior written notice ("Termination Notice") to you, we may terminate your Account and demand full payment for all advances thereunder, together with accrued interest thereon and all other amounts owing under the Account, less any unearned refundable charges and subject to legal limits. If we do so, we will not allow any further advances to you under this Agreement, and you agree to return or destroy any unused Checks or other access devices immediately. If a request for an advance is presented to us for payment after we terminate your Account and we process it for payment or you otherwise obtain an advance, you agree that we may add the amount of that advance to your outstanding Account balance. If we terminate your Account, you will remain liable for all obligations under this Agreement.

You may terminate your Account at any time by: (i) paying us in full the outstanding and unpaid principal balance plus accrued interest thereon, and all other sums due less any unearned charges and subject to legal limits; (ii) notifying us in writing that you are terminating your Account; and (iii) immediately returning or destroying all Checks or other access devices.

OTHER TERMS

Security Interest; Right of Setoff. You grant to us a contractual possessory security interest in, and hereby assign, convey, deliver, pledge and transfer to us all your right, title and interest in and to your Washington Mutual Business Checking Account, your other accounts, if any, with us or any of our affiliates (whether checking, savings, business checking account, or some other account), including without limitation all accounts you may open in the future, but excluding all IRA, SEP, Keogh and certain trust accounts. You authorize us and each of our affiliates, to the extent permitted by applicable law, to charge or set off all sums owing pursuant to the Agreement against any and all such accounts and, at our option, to administratively freeze all such accounts to allow us to protect our charge and setoff rights provided in this paragraph.

Collateral Requirements. If we require collateral for your Account, you agree to execute a security agreement and other documents that we deem reasonably necessary to perfect the security interest in the collateral. You authorize us to file financing statements naming you as debtor and describing the collateral.

Insurance Requirements. You may be required to obtain insurance acceptable to us on any physical collateral securing your Account. If required, you may obtain insurance through a company of your choice that is satisfactory to us. Subject to applicable law, if you fail to obtain or maintain the required insurance we may purchase insurance to protect our own interest and add the premium to your Account balance and/or declare your Account in default.

Financial Information and Reevaluation of Credit. You and each guarantor (if any) authorize us to obtain business and

personal credit bureau reports in your and any guarantor's name, respectively, at any time and from time to time. You and each guarantor (if any) agree to submit current financial information, a new credit application, or both, in your name and in the name of each guarantor, respectively, at any time promptly upon our request. Based on our review of this information, we may at any time and from time to time, at our sole discretion and subject to any applicable notice requirements, increase or decrease your Credit Limit, increase or decrease your Margin and interest rate, or terminate this Agreement, as permitted by applicable law. We may report our credit experiences with you and any guarantor of your Account to third parties as permitted by law. You also agree that we may release information to comply with governmental reporting or legal process which we believe may be required, whether or not such is in fact required, or when necessary or helpful in completing a transaction, or when investigating a loss or potential loss. YOU ARE HEREBY NOTIFIED THAT A NEGATIVE CREDIT REPORT REFLECTING ON YOUR CREDIT RECORD MAY BE SUBMITTED TO A CREDIT REPORTING AGENCY IF YOU FAIL TO FULFILL THE TERMS OF YOUR CREDIT OBLIGATIONS HEREUNDER.

Loss, Theft or Unauthorized Use. You may be liable for unauthorized use. If you lose any or all of your Checks or other access devices, if they are stolen, or if someone is using them without your permission, you agree to notify us immediately by calling the number identified on your Statement and to confirm this notice to us, at our address shown on your Statement, in writing, within two (2) calendar days. You understand and agree that unauthorized use does not include use by a person (such as, but not limited to, an Authorized Signer) to whom you have given authority to use your Account, or a Check or other access device, and that you will be liable for all use by any such person. To terminate that authority, you must notify a Washington Mutual Financial Center.

GUARANTY

Each Guarantor jointly, severally, and unconditionally guarantees payment of, and agrees to pay to our order upon demand, all present and future obligations at any time outstanding under your Account pursuant to this Agreement or any extension, renewal, or modification hereof. The obligations under this guaranty are independent, and each Guarantor agrees as follows: (i) we may obtain consumer credit reports on and provide information to others regarding such Guarantor; (ii) such Guarantor will pay all our expenses, including our attorneys' fees at trial or on appeal, that we incur in enforcing all obligations under this Agreement including this guaranty; and (iii) such Guarantor hereby grants us a security interest in all deposit accounts that such Guarantor may maintain with us or any of our affiliates (excluding IRA, Keogh, SEP and certain trust accounts). This is a guaranty of payment and performance and not of collection. To the extent permitted by law, each Guarantor waives: (a) any right to require us to proceed against any other person associated with the Account; (b) any right to require us to proceed against or exhaust any security held by us at any time or to pursue any other remedy before proceeding against such Guarantor; (c) all notices of any kind or the lack of any notice, including, notice of any new or additional indebtedness, any modification of any obligation, or obligation or notice of any action or non-action on the part of you, us, any Guarantor or any other person; (d) any defense based upon an election of remedies by us; (e) any right or claim of right to cause a marshalling of your assets or any Guarantor; (f) any invalidity, irregularity or unenforceability, in whole or in part, of this Agreement; (g) any right or claim of right to agree to any modification of any obligation and any modifications of any of your obligations relating to this Account by operation of law or by action of any court, whether pursuant to the Bankruptcy Act, or any other Federal or State debtor relief law; (h) any action, occurrence, event or matter consented to by such Guarantor; and (i) the benefits of any statutory or other provision limiting the liability of a surety to the extent of any conflict between the foregoing waivers and any waivers contained in this Agreement, provided that the waiver in each instance most expansive and beneficial to us will be deemed to control.

MISCELLANEOUS

Delay or Waiver of Enforcement. We may delay or waive the enforcement of any of our rights under this Agreement or applicable law, without losing the delayed or waived right or any other right. If we delay or waive any of our rights, we may enforce that right at any time in the future without advance notice. For example, not terminating your Account for non-payment will not constitute any waiver of our right to terminate your Account in the future if you have not paid as required by this Agreement.

Notices. Except as otherwise provided in this Agreement, notice under this Agreement must be in writing. Notices will be deemed given when deposited in the U.S. mail, postage prepaid, first class mail; when delivered in person; or when sent by registered mail; by certified mail; or by nationally recognized overnight courier. Notice to you will be sent to your last known address in our records for this Account, attention: Program Administrator. Notice to any of you will be deemed notice to all of you. Notice to us may be sent to: Washington Mutual, Small Business Loan Servicing, 3200 SW Freeway, Mail Stop H0U1547, Houston, TX 77027. You agree to notify us immediately if you change your name, your address or other contact information or your employer, if there are any errors in your Statement, if you lose any access device or any access service or device is compromised, if any unauthorized person uses your Account or if any of you dies, is declared incompetent or is subject of a bankruptcy or insolvency

proceeding. You agree that a notice of incompetence is not effective unless issued by a court having jurisdiction and we receive notice and instruction from the court. Notwithstanding the above, we may, at our option, accept other evidence of incompetence acceptable to us. You agree to indemnify and hold us harmless from and against any and all claims relating to acceptance or non-acceptance of proof of incompetence in any transaction. This indemnity will survive termination of your Account and this Agreement.

Waiver of Notices and Other Terms. Except for any notices provided for in this Agreement, you and any person who has obligations pursuant to this Agreement (e.g., a guarantor), to the extent not prohibited by applicable law hereby, waives demand, notice of nonpayment, notice of intention to accelerate, notice of acceleration, presentment, protest, notice of dishonor, and notice of protest. To the extent permitted by applicable law, you and any person who has obligations pursuant to this Agreement also agree: we are not required to file suit, show diligence in collection against you or any person who has obligations pursuant to this Agreement, or proceed against any collateral; we may, but will not be obligated to, substitute, exchange or release any collateral; we may release any collateral, or fail to realize upon or perfect our security interest in any collateral; we may, but will not be obligated to, sue one or more persons without joining or suing others; and we may modify, renew, or extend this Agreement (repeatedly and for any length of time) without notice to or approval by any person who has obligations pursuant to this Agreement (other than the party with whom the modification, renewal or extension is made).

Tax Consequences. You understand that neither we, nor any of our employees or representatives, make any representation or warranty whatsoever concerning the tax consequences of your establishing and using your Account, including the deductibility of interest and that neither we, nor any of our employees or representatives will be liable in the event interest on your Account is not deductible. You should consult your own tax advisor for guidance on this subject.

Transfer and Assignment. Without prior notice or approval by you, we reserve the right to sell or transfer all or any portion of our interest in this Agreement to another lender, entity or person. Your rights and obligations under this Agreement belong solely to you and may not be transferred or assigned by you. Your obligations, however, are nonetheless binding upon you and your heirs, legal representatives, successors, and assigns.

Governing Law. This Agreement will be governed and interpreted in accordance with federal law, and, to the extent federal law does not apply, the laws of the state named in the accompanying Summary of Terms.

Interpretation. The names given to paragraphs or sections in this Agreement are for convenience of reference only. They are not to be used to interpret or define the provisions of this Agreement. This Agreement is the best evidence of your agreement with us. If a court responsible for interpreting the Agreement finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid and enforced and, to the extent permitted by law, the rest of the Agreements are therefore binding, valid and enforceable. If you or we go to court or otherwise seek to enforce the Agreement, we may, to the extent permitted by law, use a copy, filmed or electronic, of any periodic statement, the Agreement or any other document to prove what you owe us or that a transaction has taken place. The copy, microfilm, microfiche, or optical image will have the same validity as the original. You agree that, except to the extent you can show there is a manifest billing error, our most current Statement, if any, is the best evidence of your obligation to pay.

Savings. If a law which applies to this Agreement and which sets maximum interest or Account-related fees or charges is finally interpreted so that the interest or other fees or charges contracted for, charged or received in connection with this Agreement exceed the permitted limits to be contracted for under applicable law, then: (i) any such fees or charge will be reduced by the amount necessary to reduce the charge to the permitted limit to be contracted for; and (ii) any sums already collected from you which exceed permitted limits to be contracted for will be refunded to you to the extent permitted by applicable law. We may, to the extent permitted by law, choose to make this refund by reducing the principal owed under this Agreement or by making a direct payment to you. It is agreed that the total of all periodic interest and other charges that constitute interest will not exceed the maximum amount allowed to be contracted for by applicable law. Nothing in this Agreement, or the security therefor or any charges made in connection therewith, will entitle us upon any contingency (including, but not limited to, payoff statements, prepayment, default, demand for payment or acceleration of maturity) to contract for, charge or receive periodic interest or other charges that may constitute interest or other charges in excess of the maximum amount allowed to be contracted for by applicable law, and all such contracts, charges or receipts are hereby made subject to and automatically constrained by the limitations stated above. To the extent permitted by applicable law, we may calculate interest and charges by amortizing, prorating, allocating and spreading. Any excess ever contracted for, charged or received, will be automatically subject to refund or cancellation so as to bring the amount of interest and charges within lawful limits.

Future Services. The Application for this Account also serves as a request to receive offers of any related new services (such as access devices) which may be available from us at some future time and for which we consider you to be eligible in our sole discretion, reasonably exercised. You understand that this request is voluntary and that you may refuse any of these new services at the time they are offered. You further understand that the terms and conditions of this Agreement, together with any specific terms covering the new service, will govern any transactions made pursuant to any of these new services.

Change in Terms. We may change any of the terms of your Account at any time (including, without limitation, any terms of this Agreement) subject to any required notice to you in compliance with applicable law. We will provide you with such notice as is required by law by mailing such notice to you at the last known address shown in our records for your Account, attention: Program Administrator. Subject to applicable law, and provided that we do not notify you otherwise, any changes will apply to the outstanding principal balances of your Account as well as to future advances.

Monitoring, Recording and Electronic Communications. In order to ensure a high quality of service for our customers, we may monitor and/or record telephone calls between you and our employees. You acknowledge that we may do so and agree in advance to any such monitoring or recording of telephone calls. You also agree that we may communicate with you electronically by e-mail.

NOTICE: THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN OR ORAL AGREEMENTS BETWEEN THE PARTIES.

Acknowledgment. You acknowledge having read and understood all the provisions of this Agreement. You agree to the terms of this Agreement, unless we are notified otherwise in writing prior to the first advance that includes your signature or the signature of an Authorized Signer.

BORROWER: Your signature (including any electronic or digital signature) on any Application, or any other document required by us in connection with this Agreement and your Account (such as any personal guarantees or security agreements) are hereby incorporated into and made a part of this Agreement.

AMHS 05/24/11 HISTORY SUMMARY 20:32:06
CUR *CLOSED*CHARGED OFF*

CTL2 200 CTL3 200 CTL4 0000 ACCT 0040000 077002 COMPLETE MORT

START DATE 05/01/06

EFF DATE	TRAN DESCRIPTION	TRAN AMOUNT	POST BALANCE
05/01/06	7301 CR LINE FUNDING	100,000.00	.00
05/01/06	2742 PSR 05016808		
05/02/06	3608 CR BUR/NA MAINT		
05/02/06	3609 CUST NUMBER CHG		
05/02/06	3608 CR BUR/NA MAINT		
05/02/06	2013 ACCT F/M UPDATE	FLD = USER DATE 2	
05/02/06	2273 COLL UPDT	FLD = DESC 1	
05/10/06	3031 RATE CHANGE	KEY = INT 01	NEW RATE = 10.9500000
06/29/06	3031 RATE CHANGE	KEY = INT 01	NEW RATE = 11.2000000
07/03/06	7017 DETAIL CAPITAL	250.00	.00
07/03/06	7057 INCR BAL ADJ	250.00	250.00
08/10/06	3013 DELINQUENCY		
08/11/06	7011 FEE ASSESSMENT	25.00	250.00
08/12/06	8010 WAIVE ASSESSED	25.00	250.00
	EFF DATE TRAN DESCRIPTION	TRAN AMOUNT	POST BALANCE
08/15/06	8080 UNALLOC PAYDOWN	250.00	
08/15/06	9080 REG PYMT REV	250.00	
08/15/06	8082 PRINCIPAL PMT	246.66	
08/15/06	9082 PRIN PMT REV	246.66	
08/15/06	8082 PRINCIPAL PMT	250.00	.00
08/15/06	3013 DELINQUENCY		
08/15/06	8062 DECR ACCR ADJ	3.34	.00
11/13/06	2632 Z4 USER DAG		
11/14/06	2013 ACCT F/M UPDATE	FLD = PRIM BRANCH	NEW =
05/01/07	7011 FEE ASSESSMENT	250.00	.00
06/25/07	2392 AD01 DAG		
06/26/07	7303 INCR HOLD AMT	20,000.00	.00
06/26/07	3511 RESET STOP/HOLD		
06/26/07	7323 DECR HOLD AMT	20,000.00	.00

PLAINTIFF'S
EXHIBIT
2

October 18, 2011

06/26/07	8005	BALANCE ADVANCE	20,000.00		20,000.00
06/27/07	8080	REGULAR PAYMENT	250.00		20,000.00
07/24/07	7303	INCR HOLD AMT	20,000.00		20,000.00
07/24/07	3511	RESET STOP/HOLD			
07/24/07	7323	DECR HOLD AMT	20,000.00		20,000.00
07/24/07	8005	BALANCE ADVANCE	20,000.00		40,000.00
07/31/07	8080	REGULAR PAYMENT	100.00		39,974.67
08/07/07	7303	INCR HOLD AMT	20,000.00		39,974.67
08/07/07	3511	RESET STOP/HOLD			
08/07/07	7323	DECR HOLD AMT	20,000.00		39,974.67
08/07/07	8005	BALANCE ADVANCE	20,000.00		59,974.67
08/31/07	8080	REGULAR PAYMENT	292.38		59,974.67
09/18/07	3028	BKDATE INDX CHG			
09/18/07	3031	RATE CHANGE	KEY = INT 01	NEW RATE =	10.7000000
09/28/07	8080	REGULAR PAYMENT	559.76		59,974.67
10/22/07	8080	REGULAR PAYMENT	561.75		59,974.67
10/31/07	3031	RATE CHANGE	KEY = INT 01	NEW RATE =	10.4500000
11/13/07	7303	INCR HOLD AMT	30,000.00		59,974.67
11/13/07	3511	RESET STOP/HOLD			
11/13/07	7323	DECR HOLD AMT	30,000.00		59,974.67
11/13/07	8005	BALANCE ADVANCE	30,000.00		89,974.67
11/15/07	3608	CR BUR/NA MAINT			
11/29/07	8080	REGULAR PAYMENT	531.87		89,974.67
12/11/07	3031	RATE CHANGE	KEY = INT 01	NEW RATE =	10.2000000
01/04/08	7303	INCR HOLD AMT	10,000.00		89,974.67
01/04/08	3511	RESET STOP/HOLD			
01/04/08	7323	DECR HOLD AMT	10,000.00		89,974.67
01/04/08	8005	BALANCE ADVANCE	10,000.00		99,974.67

October 18, 2011

01/10/08	3013	DELINQUENCY			
01/11/08	7011	FEE ASSESSMENT	37.87		99,974.67
01/12/08	8028	WAIVE ASSESSED	37.87		99,974.67
01/15/08	8080	REGULAR PAYMENT	850.00		99,974.67
01/15/08	3013	DELINQUENCY			
01/22/08	3031	RATE CHANGE	KEY = INT 01	NEW RATE =	9.4500000
01/30/08	3031	RATE CHANGE	KEY = INT 01	NEW RATE =	8.9500000
01/31/08	8080	REGULAR PAYMENT	757.40		99,928.15
02/08/08	8080	REGULAR PAYMENT	803.48		99,905.10
03/07/08	8080	REGULAR PAYMENT	780.43		99,124.67
03/18/08	3031	RATE CHANGE	KEY = INT 01	NEW RATE =	8.2000000
04/10/08	3013	DELINQUENCY			
04/11/08	8080	REGULAR PAYMENT	769.78		99,124.67
04/11/08	3013	DELINQUENCY			

October 18, 2011

04/30/08	3031	RATE CHANGE	KEY = INT 01	NEW RATE =	7.9500000
05/01/08	7011	FEE ASSESSMENT		250.00	99,124.67
05/07/08	8080	REGULAR PAYMENT		698.01	99,124.67
06/10/08	3013	DELINQUENCY			
06/11/08	7011	FEE ASSESSMENT		34.72	99,124.67
06/24/08	8080	REGULAR PAYMENT		1,601.12	99,124.67
06/24/08	3013	DELINQUENCY			
06/25/08	2053	PSR 08019980	FLD = AUTO PDUE IND		NEW = Y
07/24/08	2013	ACCT F/M UPDATE	MULTIPLE FIELDS		
07/24/08	2013	ACCT F/M UPDATE	FLD = HOLD STMT ID		NEW = 5
08/11/08	3608	CR BUR/NA MAINT			
08/11/08	8080	REGULAR PAYMENT		678.59	99,124.67
08/11/08	2342	RPT REQ ADD			
08/13/08	3608	CR BUR/NA MAINT			
08/13/08	2013	ACCT F/M UPDATE	MULTIPLE FIELDS		
08/13/08	2013	ACCT F/M UPDATE	FLD = HOLD STMT ID		NEW = 0
09/09/08	3608	CR BUR/NA MAINT			
09/09/08	8080	REGULAR PAYMENT		713.31	
09/09/08	9080	UNABLE TO LOCAT		713.31	
09/10/08	2342	RPT REQ ADD			
09/10/08	3013	DELINQUENCY			
09/11/08	3608	CR BUR/NA MAINT			
09/11/08	2342	RPT REQ ADD			
09/11/08	7011	FEE ASSESSMENT		33.93	99,124.67
09/23/08	8028	WAIVE ASSESSED		68.65	99,124.67
09/25/08	8080	REGULAR PAYMENT		678.59	
09/25/08	9080	UNABLE TO LOCAT		678.59	
10/07/08	8080	REGULAR PAYMENT		656.70	

October 18, 2011

10/07/08	9080	UNABLE2LOCATE	656.70		
10/08/08	3031	RATE CHANGE	KEY = INT 01	NEW RATE =	7.4500000
10/14/08	7011	FEE ASSESSMENT	32.84		99,124.67
10/15/08	8028	WAIVE ASSESSED	32.84		99,124.67
10/17/08	8080	REGULAR PAYMENT	658.70		99,124.67
10/17/08	8080	REGULAR PAYMENT	678.59		99,124.67
10/17/08	3013	DELINQUENCY			
10/29/08	3031	RATE CHANGE	KEY = INT 01	NEW RATE =	8.9500000
11/05/08	8080	REGULAR PAYMENT	700.00		99,103.26
12/01/08	8080	REGULAR PAYMENT	603.00		99,103.26
12/03/08	2212	DETL SCHE ADD			
12/03/08	2013	ACCT F/M UPDATE	MULTIPLE FIELDS		
12/03/08	2163	FEE DEFN UPDT	MULTIPLE FIELDS		
12/16/08	3031	RATE CHANGE	KEY = INT 01	NEW RATE =	6.2000000

October 18, 2011

01/07/09	8080	REGULAR PAYMENT	700.00	98,996.37
01/12/09	7011	FEE ASSESSMENT	112.24	98,996.37
02/06/09	2963	USER MEMO 1 UPD	FLD = MEM01 DESC15	
02/06/09	2013	ACCT F/M UPDATE	MULTIPLE FIELDS	
02/06/09	2013	ACCT F/M UPDATE	FLD = LEGAL STAT	NEW = WW
02/06/09	2292	TICKLER SCH ADD		
02/11/09	7011	FEE ASSESSMENT	109.87	98,996.37
03/02/09	2013	ACCT F/M UPDATE	FLD = COLLECT OFFICER	NEW = 05059
03/11/09	7011	FEE ASSESSMENT	106.46	98,996.37
03/23/09	7090	ALLOCATED PMT	450.00	98,996.37
03/23/09	7090	ALLOCATED PMT	65.00	98,996.37
03/23/09	7090	ALLOCATED PMT	1,300.00	98,732.88
03/31/09	3030	SET NONACCRUAL	KEY = INT 01	
03/31/09	7070	MOVE TO NONACCR	391.78	98,732.88
03/31/09	7072	INC NON RCVY	391.78	98,732.88
04/13/09	7011	FEE ASSESSMENT	109.01	98,732.88
05/11/09	7011	FEE ASSESSMENT	108.13	98,732.88
06/11/09	7011	FEE ASSESSMENT	108.94	98,732.88
06/30/09	2313	RELATION UPDATE	FLD = SBFE RPT IND	NEW = Y
06/30/09	7063	CHARGEOFF	101,326.67	.00
06/30/09	7052	DEC NONACC RCVY	1,939.14	.00
06/30/09	7071	INCR RECOVERY	1,939.14	.00
06/30/09	3029	ACCR GRP ST CHG	KEY = INT 01	
06/30/09	2333	COM F/M UPDATE	FLD = CLOSED IND	NEW = Y
06/30/09	2013	ACCT F/M UPDATE	MULTIPLE FIELDS	
06/30/09	7322	DECR LINE AMT	100,000.00	.00
06/30/09	2013	ACCT F/M UPDATE	FLD = STOP DELQ NTC	NEW = Y
06/30/09	7095	AUTO PAYOFF	.00	.00

VLXV1

VIEW LEDGER

02200

ACCOUNT NUMBER . ██████████ 7002 _____ +
 COMPLETE MORTGAGE CORPORATION
 006 01 13 L - - - 0001282917 ACT A 06/30/2009
 REFR: SSA ██████████ SSB ██████████ CLTR: BBHP
 AGCY: BBDW7 07/04/2009

P: 98,732.88
 O: 1,939.14
 I: 14,087.69
 C: 654.65
 BAL: 115,414.36

START DATE	LEDGER 1			
DATE/REFR	TYPE	AFEE/TOTAL	INTR/PRIN	COSTS/OINC
07/01/2009		.00	.00	654.65
INSTITUTIONAL BA C		101,326.67	98,732.88	1,939.14
07/01/2009		.00	.00	.00
NO PARTIAL CHG O C		.00	.00	.00
07/04/2009		.00	67.08	.00
ADJ INT ASSIGN C		67.08	.00	.00
TOT CHARGES C		101,393.75	98,732.88	1,939.14
TOT RECOVERIES R		.00	.00	.00
TOT BALANCES		101,393.75	98,732.88	1,939.14

COMMAND ==> _____
 PF1=HELP PF3=EXIT PF4=PROMPT PF5=PREV PF6=NEXT PF8=FWD PF9=RETRV PF12=CANCEL

Transaction History

Customer: COMPLETE MORTGAGE CORP

Account: IL Line of Credit #450304077800

October 18, 2011

Effective Date	Date Posted	\$ Amount	\$ Fees	\$ Principal	\$ Interest	\$ Principal Balance	Description
06/10/2010	06/10/2010	0.00	0.00	0.00	0.00	0.00	AUTO PAYOFF
06/10/2010	06/10/2010	50,000.00	0.00	0.00	0.00	0.00	DECR LINE AMT
06/10/2010	06/10/2010	1,153.06	0.00	0.00	0.00	0.00	INCR RECOVERY
06/10/2010	06/10/2010	48,582.09	259.87	47,169.16	1,153.06	0.00	CHARGE OFF
05/20/2010	05/20/2010	31.94	31.94	0.00	0.00	47,169.16	FEE ASSESSMENT
04/20/2010	04/20/2010	32.22	32.22	0.00	0.00	47,169.16	FEE ASSESSMENT
03/22/2010	03/22/2010	31.38	31.38	0.00	0.00	47,169.16	FEE ASSESSMENT
02/22/2010	02/22/2010	32.32	32.32	0.00	0.00	47,169.16	FEE ASSESSMENT
01/20/2010	01/20/2010	32.84	32.84	0.00	0.00	47,169.16	FEE ASSESSMENT
01/06/2010	01/06/2010	1,200.00	0.00	850.55	349.45	47,169.16	REGULAR PAYMENT
12/21/2009	12/21/2009	32.84	32.84	0.00	0.00	48,019.71	FEE ASSESSMENT
11/30/2009	11/30/2009	630.70	0.00	490.04	140.66	48,019.71	ALLOCATED PMT
11/20/2009	11/20/2009	33.14	33.14	0.00	0.00	48,509.75	FEE ASSESSMENT
10/20/2009	11/06/2009	33.19	33.19	0.00	0.00	48,509.75	FEE ASSESSMENT
09/18/2009	09/18/2009	680.00	0.00	494.99	185.01	48,509.75	REGULAR PAYMENT
08/20/2009	08/20/2009	677.31	0.00	494.99	182.32	49,004.74	REGULAR PAYMENT
07/21/2009	07/21/2009	12.50	12.50	0.00	0.00	0.00	ACCRUAL ----45862 FEE DR
07/21/2009	07/21/2009	40.91	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
07/15/2009	07/15/2009	118.04	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
07/15/2009	07/15/2009	494.94	0.00	494.94	0.00	0.00	WAMUCOM RE---64820 PRI PMT
07/15/2009	07/15/2009	176.94	0.00	0.00	176.94	0.00	WAMUCOM RE---64810 INT PMT
06/25/2009	06/25/2009	12.50	12.50	0.00	0.00	0.00	ACCRUAL ----45862 FEE DR
06/25/2009	06/25/2009	23.37	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
06/25/2009	06/25/2009	500.00	0.00	0.00	0.00	0.00	TRANSFER TO---CHECK
06/20/2009	06/20/2009	11.69	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR

Effective Date	Date Posted	\$ Amount	\$ Fees	\$ Principal	\$ Interest	\$ Principal Balance	Description
06/19/2009	06/19/2009	165.25	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
06/19/2009	06/19/2009	499.94	0.00	499.94	0.00	0.00	PAYMENT AT---64820 PRI PMT
06/19/2009	06/19/2009	182.72	0.00	0.00	182.72	0.00	PAYMENT AT---64810 INT PMT
05/21/2009	05/21/2009	12.50	12.50	0.00	0.00	0.00	ACCRUAL ----45862 FEE DR
05/21/2009	05/21/2009	47.22	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
05/14/2009	05/14/2009	11.69	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
05/14/2009	05/14/2009	500.00	0.00	0.00	0.00	0.00	TRANSFER TO---CHECK
05/12/2009	05/12/2009	112.13	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
05/12/2009	05/12/2009	494.89	0.00	494.89	0.00	0.00	WAMUCOM RE---64820 PRI PMT
05/12/2009	05/12/2009	174.12	0.00	0.00	174.12	0.00	WAMUCOM RE---64810 INT PMT
04/23/2009	04/23/2009	12.50	12.50	0.00	0.00	0.00	ACCRUAL ----45862 FEE DR
04/23/2009	04/23/2009	11.68	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
04/23/2009	04/23/2009	500.00	0.00	0.00	0.00	0.00	TRANSFER TO---CHECK
04/20/2009	04/20/2009	29.21	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
04/16/2009	04/16/2009	17.70	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
04/16/2009	04/16/2009	489.79	0.00	489.79	0.00	0.00	WAMUCOM RE---64820 PRI PMT
04/16/2009	04/16/2009	180.36	0.00	0.00	180.36	0.00	WAMUCOM RE---64810 INT PMT
04/13/2009	04/13/2009	127.21	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
04/13/2009	04/13/2009	1,000.00	0.00	0.00	0.00	0.00	TRANSFER TO---CHECK
03/21/2009	03/21/2009	12.50	12.50	0.00	0.00	0.00	ACCRUAL ----45862 FEE DR
03/21/2009	03/21/2009	69.39	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
03/10/2009	03/10/2009	12.50	12.50	0.00	0.00	0.00	ACCRUAL ----45862 FEE DR
03/10/2009	03/10/2009	110.97	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
03/10/2009	03/10/2009	494.74	0.00	494.74	0.00	0.00	WAMUCOM RE---64820 PRI PMT
03/10/2009	03/10/2009	159.67	0.00	0.00	159.67	0.00	WAMUCOM RE---64810 INT PMT



Effective Date	Date Posted	\$ Amount	\$ Fees	\$ Principal	\$ Interest	\$ Principal Balance	Description
02/18/2009	02/18/2009	35.05	0.00	0.00	0.00		
02/13/2009	02/13/2009	23.58	0.00	0.00	0.00		0.00 ACCRUAL ----41810 INT DR
02/13/2009	02/13/2009	475.49	0.00	475.49	0.00		0.00 ACCRUAL ----41810 INT DR
02/13/2009	02/13/2009	180.88	0.00	0.00	180.88		0.00 LOCKBOX RE---64820 PRI PMT
02/09/2009	02/09/2009	101.04	0.00	0.00	0.00		0.00 LOCKBOX RE---64810 INT PMT
02/09/2009	02/09/2009	2,400.00	0.00	0.00	0.00		0.00 ACCRUAL ----41810 INT DR
01/21/2009	01/21/2009	12.50	12.50	0.00	0.00		0.00 ADV AT BR#---CHECK
01/21/2009	01/21/2009	56.14	0.00	0.00	0.00		0.00 ACCRUAL ----45862 FEE DR
01/12/2009	01/12/2009	12.50	12.50	0.00	0.00		0.00 ACCRUAL ----41810 INT DR
01/12/2009	01/12/2009	124.74	0.00	0.00	0.00		0.00 ACCRUAL ----45862 FEE DR
01/12/2009	01/12/2009	480.29	0.00	480.29	0.00		0.00 ACCRUAL ----41810 INT DR
01/12/2009	01/12/2009	177.85	0.00	0.00	177.85		0.00 LOCKBOX RE---64820 PRI PMT
01/01/2009	01/02/2009	0.00	0.00	0.00	0.00		0.00 LOCKBOX RE---64810 INT PMT
12/20/2008	12/20/2008	22.68	0.00	0.00	0.00		0.00 35220 RATE CH
12/17/2008	12/18/2008	46.70	0.00	0.00	0.00		0.00 ACCRUAL ----41810 INT DR
12/17/2008	12/18/2008	0.00	0.00	0.00	0.00		0.00 ACCRUAL ----41810 INT DR
12/10/2008	12/10/2008	12.50	12.50	0.00	0.00		0.00 35220 RATE CH
12/10/2008	12/10/2008	128.02	0.00	0.00	0.00		0.00 ACCRUAL ----45862 FEE DR
12/10/2008	12/10/2008	19.55	0.00	0.00	19.55		0.00 ACCRUAL ----41810 INT DR
12/10/2008	12/10/2008	485.14	0.00	485.14	0.00		0.00 LOCKBOX RE---64810 INT PMT
12/10/2008	12/10/2008	195.31	0.00	0.00	195.31		0.00 LOCKBOX RE---64820 PRI PMT
11/20/2008	11/20/2008	26.95	0.00	0.00	0.00		0.00 LOCKBOX RE---64810 INT PMT
11/17/2008	11/17/2008	122.51	0.00	0.00	0.00		0.00 ACCRUAL ----41810 INT DR
11/17/2008	11/17/2008	14.05	0.00	0.00	14.05		0.00 ACCRUAL ----41810 INT DR
11/17/2008	11/17/2008	150.00	150.00	0.00	0.00		0.00 LOCKBOX RE---64810 INT PMT
				0.00	0.00		0.00 LOCKBOX RE---64860 FEE PMT

Effective Date	Date Posted	\$ Amount	\$ Fees	\$ Principal	\$ Interest	\$ Principal Balance	Description
11/17/2008	11/17/2008	490.05	0.00	490.05	0.00		0.00 LOCKBOX RE---64820 PRI PMT
11/17/2008	11/17/2008	245.90	0.00	0.00	245.90		0.00 LOCKBOX RE---64810 INT PMT
10/30/2008	10/31/2008	59.90	0.00	0.00	0.00		0.00 ACCRUAL ----41810 INT DR
10/30/2008	10/31/2008	0.00	0.00	0.00	0.00		0.00 35220 RATE CH
10/21/2008	10/21/2008	25.00	25.00	0.00	0.00		0.00 ACCRUAL ----45862 FEE DR
10/21/2008	10/21/2008	89.84	0.00	0.00	0.00		0.00 ACCRUAL ----41810 INT DR
10/21/2008	10/21/2008	150.00	0.00	0.00	0.00		0.00 PERIODIC F---46065 FEE CR
10/21/2008	10/21/2008	150.00	150.00	0.00	0.00		0.00 PERIODIC F---45860 FEE DR
10/10/2008	10/10/2008	7.56	0.00	0.00	0.00		0.00 ACCRUAL ----41810 INT DR
10/10/2008	10/10/2008	495.00	0.00	495.00	0.00		0.00 LOCKBOX RE---64820 PRI PMT
10/09/2008	10/09/2008	249.17	0.00	0.00	249.17		0.00 LOCKBOX RE---64810 INT PMT
10/09/2008	10/09/2008	148.50	0.00	0.00	0.00		0.00 ACCRUAL ----41810 INT DR
10/09/2008	10/09/2008	0.00	0.00	0.00	0.00		0.00 35220 RATE CH
09/20/2008	09/20/2008	82.50	0.00	0.00	0.00		0.00 ACCRUAL ----41810 INT DR
09/11/2008	09/11/2008	166.67	0.00	0.00	0.00		0.00 ACCRUAL ----41810 INT DR
09/11/2008	09/11/2008	500.00	0.00	500.00	0.00		0.00 ACCRUAL ----41810 INT DR
09/11/2008	09/11/2008	250.00	0.00	0.00	250.00		0.00 LOCKBOX RE---64820 PRI PMT
08/21/2008	08/21/2008	12.50	12.50	0.00	0.00		0.00 LOCKBOX RE---64810 INT PMT
08/21/2008	08/21/2008	250.00	0.00	0.00	0.00		0.00 ACCRUAL ----45862 FEE DR
07/23/2008	07/23/2008	50,000.00	0.00	0.00	0.00		0.00 ACCRUAL ----41810 INT DR
07/21/2008	07/21/2008	12.50	12.50	0.00	0.00		0.00 ADV AT BR#---CHECK
07/17/2008	07/17/2008	19,687.27	0.00	0.00	0.00		0.00 ACCRUAL ----45862 FEE DR
07/01/2008	07/01/2008	0.05	0.00	0.00	0.00		0.00 ADV AT BR#---CHECK
07/01/2008	07/01/2008	19,687.27	0.00	19,687.27	0.00		0.00 ACCRUAL ----41810 INT DR
07/01/2008	07/01/2008	312.68	0.00	312.68	0.00		0.00 LOCKBOX RE---64820 PRI PMT
							0.00 LOCKBOX RE---64820 PRI PMT

Date	Posted	\$ Amount	\$ Fees	\$ Principal	\$ Interest	\$ Principal Balance	Description
07/01/2008	07/01/2008	0.05	0.00	0.00	0.05	0.00	LOCKBOX RE---64810 INT PMT
06/30/2008	06/30/2008	41.47	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
06/30/2008	06/30/2008	49,006.78	0.00	49,006.78	0.00	0.00	PAYDOWN AT---64820 PRI PMT
06/30/2008	06/30/2008	150.00	150.00	0.00	0.00	0.00	PAYDOWN AT---64860 FEE PMT
06/30/2008	06/30/2008	71.31	0.00	0.00	71.31	0.00	PAYDOWN AT---64810 INT PMT
06/30/2008	06/30/2008	447.67	0.00	447.67	0.00	0.00	PAYDOWN AT---64820 PRI PMT
06/30/2008	06/30/2008	224.24	0.00	0.00	224.24	0.00	PAYDOWN AT---64810 INT PMT
06/25/2008	06/25/2008	12.50	12.50	0.00	0.00	0.00	ACCRUAL ----45862 FEE DR
06/25/2008	06/25/2008	29.84	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
06/20/2008	06/20/2008	5,000.00	0.00	0.00	0.00	0.00	ADV AT BR#---CHECK
06/20/2008	06/20/2008	7.47	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
06/20/2008	06/20/2008	218.55	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
06/20/2008	06/20/2008	1.78	0.00	0.00	1.78	0.00	PAYMENT AT---64810 INT PMT
06/20/2008	06/20/2008	452.19	0.00	452.19	0.00	0.00	PAYMENT AT---64820 PRI PMT
06/20/2008	06/20/2008	246.03	0.00	0.00	246.03	0.00	PAYMENT AT---64810 INT PMT
05/21/2008	05/21/2008	12.50	12.50	0.00	0.00	0.00	ACCRUAL ----45862 FEE DR
05/21/2008	05/21/2008	105.52	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
05/08/2008	05/08/2008	53.28	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
05/08/2008	05/08/2008	456.76	0.00	456.76	0.00	0.00	PAYMENT AT---64820 PRI PMT
05/08/2008	05/08/2008	232.13	0.00	0.00	232.13	0.00	PAYMENT AT---64810 INT PMT
05/01/2008	05/02/2008	12.50	12.50	0.00	0.00	0.00	ACCRUAL ----45862 FEE DR
05/01/2008	05/02/2008	87.23	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
05/01/2008	05/02/2008	0.00	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
04/19/2008	04/19/2008	15.86	0.00	0.00	0.00	0.00	35220 RATE CH
04/18/2008	04/18/2008	216.27	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
							ACCRUAL ----41810 INT DR

Effective Date	Date Posted	\$ Amount	\$ Fees	\$ Principal	\$ Interest	\$ Principal Balance	Description
04/18/2008	04/18/2008	461.37	0.00	461.37	0.00	0.00	LOCKBOX RE---64820 PRI PMT
04/18/2008	04/18/2008	118.17	0.00	0.00	118.17	0.00	LOCKBOX RE---64810 INT PMT
03/21/2008	03/21/2008	12.50	12.50	0.00	0.00	0.00	ACCRUAL ----45862 FEE DR
03/21/2008	03/21/2008	24.03	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
03/19/2008	03/19/2008	80.74	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
03/19/2008	03/19/2008	0.00	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
03/10/2008	03/10/2008	12.50	12.50	0.00	0.00	0.00	35220 RATE CH
03/10/2008	03/10/2008	172.19	0.00	0.00	0.00	0.00	ACCRUAL ----45862 FEE DR
03/10/2008	03/10/2008	158.79	0.00	0.00	158.79	0.00	ACCRUAL ----41810 INT DR
03/10/2008	03/10/2008	470.79	0.00	470.79	0.00	0.00	LOCKBOX RE---64810 INT PMT
03/10/2008	03/10/2008	270.42	0.00	0.00	270.42	0.00	LOCKBOX RE---64820 PRI PMT
02/20/2008	02/20/2008	1.92	0.00	0.00	1.92	0.00	LOCKBOX RE---64810 INT PMT
02/20/2008	02/20/2008	470.79	0.00	470.79	0.00	0.00	LOCKBOX RE---64810 INT PMT
02/20/2008	02/20/2008	337.29	0.00	0.00	337.29	0.00	LOCKBOX RE---64820 PRI PMT
02/19/2008	02/19/2008	183.08	0.00	0.00	0.00	0.00	LOCKBOX RE---64810 INT PMT
01/31/2008	01/31/2008	78.47	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
01/31/2008	01/31/2008	0.00	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
01/23/2008	01/23/2008	10.79	0.00	0.00	0.00	0.00	35220 RATE CH
01/23/2008	01/23/2008	0.00	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
01/21/2008	01/21/2008	12.50	12.50	0.00	0.00	0.00	35220 RATE CH
01/21/2008	01/21/2008	53.94	0.00	0.00	0.00	0.00	ACCRUAL ----45862 FEE DR
01/17/2008	01/17/2008	283.35	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
01/17/2008	01/17/2008	475.54	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
01/17/2008	01/17/2008	275.59	0.00	475.54	0.00	0.00	LOCKBOX RE---64820 PRI PMT
01/01/2008	01/02/2008	0.00	0.00	0.00	275.59	0.00	LOCKBOX RE---64810 INT PMT
					0.00	0.00	35220 RATE CH

Date	Posted	\$ Amount	\$ Fees	\$ Principal	\$ Interest	\$ Principal Balance	Description
12/21/2007	12/21/2007	12.50	12.50	0.00	0.00	0.00	ACCRUAL ----45862 FEE DR
12/21/2007	12/21/2007	119.87	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
12/11/2007	12/12/2007	134.74	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
12/11/2007	12/12/2007	0.00	0.00	0.00	0.00	0.00	35220 RATE CH
11/29/2007	11/29/2007	12.50	12.50	0.00	0.00	0.00	ACCRUAL ----45862 FEE DR
11/29/2007	11/29/2007	90.73	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
11/29/2007	11/29/2007	69.75	0.00	0.00	69.75	0.00	LOCKBOX RE---64810 INT PMT
11/29/2007	11/29/2007	480.34	0.00	480.34	0.00	0.00	LOCKBOX RE---64820 PRI PMT
11/29/2007	11/29/2007	357.83	0.00	0.00	357.83	0.00	LOCKBOX RE---64810 INT PMT
11/29/2007	11/29/2007	92.08	92.08	0.00	0.00	0.00	LOCKBOX RE---64860 FEE PMT
11/20/2007	11/20/2007	68.05	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
11/15/2007	11/15/2007	171.84	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
11/15/2007	11/15/2007	57.92	57.92	0.00	0.00	0.00	LOCKBOX RE---64860 FEE PMT
11/15/2007	11/15/2007	485.20	0.00	485.20	0.00	0.00	LOCKBOX RE---64820 PRI PMT
11/15/2007	11/15/2007	356.88	0.00	0.00	356.88	0.00	LOCKBOX RE---64810 INT PMT
10/31/2007	11/01/2007	12.50	12.50	0.00	0.00	0.00	ACCRUAL ----45862 FEE DR
10/31/2007	11/01/2007	117.94	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
10/31/2007	11/01/2007	0.00	0.00	0.00	0.00	0.00	35220 RATE CH
10/20/2007	10/21/2007	12.50	12.50	0.00	0.00	0.00	ACCRUAL ----45862 FEE DR
10/20/2007	10/21/2007	47.17	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
10/20/2007	10/21/2007	150.00	0.00	0.00	0.00	0.00	PERIODIC F---46065 FEE CR
10/20/2007	10/21/2007	150.00	150.00	0.00	0.00	0.00	PERIODIC F---45860 FEE DR
10/17/2007	10/17/2007	309.71	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
10/17/2007	10/17/2007	490.10	0.00	490.10	0.00	0.00	PAYMENT AT---64820 PRI PMT
10/17/2007	10/17/2007	324.52	0.00	0.00	324.52	0.00	PAYMENT AT---64810 INT PMT

Effective Date	Date Posted	\$ Amount	\$ Fees	\$ Principal	\$ Interest	\$ Principal Balance	Description
09/20/2007	09/20/2007	35.74	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
09/18/2007	09/19/2007	62.97	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
09/18/2007	09/19/2007	0.00	0.00	0.00	0.00	0.00	35220 RATE CH
09/13/2007	09/13/2007	279.84	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
09/13/2007	09/13/2007	54.03	0.00	0.00	54.03	0.00	PAYMENT AT---64810 INT PMT
09/13/2007	09/13/2007	495.05	0.00	495.05	0.00	0.00	PAYMENT AT---64820 PRI PMT
09/13/2007	09/13/2007	350.92	0.00	0.00	350.92	0.00	PAYMENT AT---64810 INT PMT
08/21/2007	08/21/2007	12.50	12.50	0.00	0.00	0.00	ACCRUAL ----45862 FEE DR
08/21/2007	08/21/2007	165.36	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
08/09/2007	08/09/2007	25.64	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
08/09/2007	08/09/2007	4.13	0.00	0.00	4.13	0.00	PAYMENT AT---64810 INT PMT
08/09/2007	08/09/2007	399.04	0.00	399.04	0.00	0.00	PAYMENT AT---64820 PRI PMT
08/09/2007	08/09/2007	246.83	0.00	0.00	246.83	0.00	PAYMENT AT---64810 INT PMT
08/07/2007	08/07/2007	164.05	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
08/07/2007	08/07/2007	10,000.00	0.00	0.00	0.00	0.00	ADV AT BR#---CHECK
07/21/2007	07/22/2007	12.50	12.50	0.00	0.00	0.00	ACCRUAL ----45862 FEE DR
07/21/2007	07/22/2007	133.29	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
07/09/2007	07/09/2007	41.22	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
07/09/2007	07/09/2007	201.05	0.00	201.05	0.00	0.00	LOCKBOX RE---64820 PRI PMT
07/09/2007	07/09/2007	5.17	0.00	0.00	5.17	0.00	LOCKBOX RE---64810 INT PMT
07/05/2007	07/05/2007	12.50	12.50	0.00	0.00	0.00	ACCRUAL ----45862 FEE DR
07/05/2007	07/05/2007	72.32	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
07/05/2007	07/05/2007	20,000.00	0.00	0.00	0.00	0.00	TRANSFER TO---CHECK
06/20/2007	06/20/2007	5.17	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
06/20/2007	06/20/2007	89.93	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR

Date	Posted	\$ Amount	\$ Fees	\$ Principal	\$ Interest	\$ Principal Balance	Description
06/20/2007	06/20/2007	29,894.65	0.00	29,894.65	0.00	0.00	PAYMENT AT---64820 PRI PMT
06/20/2007	06/20/2007	105.35	0.00	0.00	105.35	0.00	PAYMENT AT---64810 INT PMT
06/13/2007	06/13/2007	15.42	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
06/13/2007	06/13/2007	20,000.00	0.00	0.00	0.00	0.00	ADV AT BR#---CHECK
06/11/2007	06/11/2007	30,000.00	0.00	0.00	0.00	0.00	ADV AT BR#---CHECK
05/21/2007	05/21/2007	25.00	25.00	0.00	0.00	0.00	ACCRUAL ----45862 FEE DR
03/21/2007	03/21/2007	25.00	25.00	0.00	0.00	0.00	ACCRUAL ----45862 FEE DR
02/17/2007	02/17/2007	12.50	12.50	0.00	0.00	0.00	ACCRUAL ----45862 FEE DR
12/21/2006	12/21/2006	25.00	25.00	0.00	0.00	0.00	ACCRUAL ----45862 FEE DR
10/21/2006	10/22/2006	12.50	12.50	0.00	0.00	0.00	ACCRUAL ----45862 FEE DR
10/21/2006	10/22/2006	150.00	0.00	0.00	0.00	0.00	PERIODIC F---46065 FEE CR
10/21/2006	10/22/2006	150.00	150.00	0.00	0.00	0.00	PERIODIC F---45860 FEE DR
08/10/2006	08/10/2006	21.22	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
08/10/2006	08/10/2006	4,298.08	0.00	4,298.08	0.00	0.00	PAYDOWN AT---64820 PRI PMT
08/10/2006	08/10/2006	21.22	0.00	0.00	21.22	0.00	PAYDOWN AT---64810 INT PMT
08/10/2006	08/10/2006	50.00	0.00	50.00	0.00	0.00	PAYDOWN AT---64820 PRI PMT
08/10/2006	08/10/2006	34.61	0.00	0.00	34.61	0.00	PAYDOWN AT---64810 INT PMT
07/21/2006	07/21/2006	13.41	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
07/10/2006	07/10/2006	12.40	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
07/10/2006	07/10/2006	43.92	0.00	43.92	0.00	0.00	PAYMENT AT---64820 PRI PMT
07/10/2006	07/10/2006	9.88	0.00	0.00	9.88	0.00	PAYMENT AT---64810 INT PMT
06/29/2006	06/30/2006	8.80	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
06/29/2006	06/30/2006	0.00	0.00	0.00	0.00	0.00	35220 RATE CH
06/20/2006	06/20/2006	9.88	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
06/12/2006	06/12/2006	24.25	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR

Effective Date	Date Posted	\$ Amount	\$ Fees	\$ Principal	\$ Interest	\$ Principal Balance	Description
06/12/2006	06/12/2006	19,865.48	0.00	19,865.48	0.00	0.00	LOCKBOX RE---64820 PRI PMT
06/12/2006	06/12/2006	134.52	0.00	0.00	134.52	0.00	LOCKBOX RE---64810 INT PMT
06/08/2006	06/08/2006	110.27	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
06/08/2006	06/08/2006	245.02	0.00	245.02	0.00	0.00	PAYMENT AT---64820 PRI PMT
06/08/2006	06/08/2006	151.59	0.00	0.00	151.59	0.00	PAYMENT AT---64810 INT PMT
05/20/2006	05/20/2006	67.38	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
05/10/2006	05/10/2006	0.00	0.00	0.00	0.00	0.00	35220 RATE CH
05/10/2006	05/10/2006	30.07	0.00	0.00	0.00	0.00	ACCRUAL ----41810 INT DR
05/10/2006	05/10/2006	247.50	0.00	247.50	0.00	0.00	PAYMENT AT---64820 PRI PMT
05/10/2006	05/10/2006	129.92	0.00	0.00	129.92	0.00	PAYMENT AT---64810 INT PMT
04/07/2006	05/05/2006	250.00	0.00	250.00	0.00	0.00	PRINCIPAL---64020 PRI PMT
03/23/2006	05/05/2006	25,000.00	0.00	0.00	0.00	0.00	LINE ADVAN---CHECK
02/28/2006	05/05/2006	25,000.00	0.00	0.00	0.00	0.00	LINE ADVAN---CHECK
02/27/2006	05/05/2006	25,000.00	0.00	25,000.00	0.00	0.00	PRINCIPAL---64020 PRI PMT
12/29/2005	05/05/2006	30,000.00	0.00	0.00	0.00	0.00	LINE ADVAN---CHECK
12/20/2005	05/05/2006	30,000.00	0.00	30,000.00	0.00	0.00	PAYMENT---64820 PRI PMT
12/20/2005	05/05/2006	6.88	0.00	0.00	6.88	0.00	PAYMENT---64810 INT PMT
12/19/2005	05/05/2006	30,000.00	0.00	0.00	0.00	0.00	LINE ADVAN---CHECK
12/19/2005	05/05/2006	30,000.00	0.00	30,000.00	0.00	0.00	PRINCIPAL---64020 PRI PMT
11/27/2005	05/05/2006	30,000.00	0.00	30,000.00	0.00	0.00	PRINCIPAL---64020 PRI PMT
11/27/2005	05/05/2006	30,000.00	0.00	0.00	0.00	0.00	PRINCIPAL---55020 PRI ADJ
11/09/2005	05/05/2006	150.00	150.00	0.00	0.00	0.00	PAYMENT ON---64860 FEE PMT
10/11/2005	05/05/2006	184.06	0.00	0.00	0.00	0.00	CREDIT LIN---41010 INT DR
10/11/2005	05/05/2006	24,750.00	0.00	0.00	0.00	0.00	CREDIT LIN---55020 PRI ADJ
10/11/2005	05/05/2006	24,750.00	0.00	24,750.00	0.00	0.00	CREDIT LIN---32001 FUNDING

entry of a summary judgment, including a proposed final judgment and supporting affidavit.

5. For these services, Plaintiff has paid a fee of \$3,245.50 plus costs, through the entry of a judgment.

6. I have reviewed the firm's work and the fees paid in this case in light of the factors set forth in Arthur Anderson & Co. v. Perry Equipment Corp., 945 S.W.2d 812 (Tex. 1997) and Rule 1.04(b) of Article 10, Section 9 of the State Bar Rules including (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal services properly; (2) the likelihood that the acceptance of this representation will preclude other employment by the firm; (3) the fee customarily charged in Harris County for similar legal services; (4) the amount of time involved and results obtained thus far; (5) the time limitations imposed by the client or by the circumstances of this case; (6) the nature and length of the professional relationship with the client; (7) the experience, reputation, and ability of the lawyers performing the services; and (8) whether the fee is fixed or contingent on results obtained or uncertainty of collection before the legal services have been rendered.

7. Based on that review, it is my opinion not only that the services rendered on behalf of Plaintiff were reasonable and necessary, but also that \$3,245.50 is a reasonable and necessary attorneys' fee in this case, that an additional \$5,000.00 is a reasonable and necessary attorneys' fee in the event of an appeal to the Court of Appeals, and that an additional \$5,000.00 is a reasonable and necessary attorneys' fee in the event a petition for review is sought in the Supreme Court of Texas.

FURTHER AFFIANT SAYETH NOT.

Scott E. Hayes
SCOTT E. HAYES

Before me Temica Stewart, Notary Public in and for the State of Texas, on this day personally appeared Scott E. Hayes, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, that he had personal knowledge of the facts stated herein and that said facts were true and correct.

Dated this the 25th day of October, 2011.



Temica Stewart
Notary Public in and for the State of Texas