

# **Exhibit M**

## PROMISSORY NOTE

PRINCIPAL AMOUNT: USD \$100,000

CITY: Houston

STATE: Texas

DATE: December 13, 2007

FOR VALUE RECEIVED, the undersigned Maker promises to pay to the order of Kaleta Capital Management, Inc. (hereinafter referred to as "Payee"; Payee, together with any subsequent holder in due course of this Note or of any interest herein being hereinafter referred to as "Holder") at 4122 Waterview Court, Missouri City, TX 77459, or at such other place as the Holder may from time to time designate in writing, the principal sum of One-Hundred Thousand dollars (\$100,000), together with interest from the date hereof at a rate of twelve percent (12%) per annum on the unpaid principal balance from time to time outstanding in accordance with the following provisions:

Commencing with the date of receipt, interest shall be accrued through the end of the quarter, March 31, 2008 and shall be payable on April 10, 2008, and each quarter thereafter.

Principal shall be repaid in three annual installments of thirty-three thousand, three-hundred thirty-three dollars and thirty-three cents (\$33,333.33) for first two payments and thirty-three thousand, three-hundred thirty-three dollars and thirty-four cents (\$33,333.34) for the final payment with the 1<sup>st</sup> payment due December 31, 2008, the second due on December 31, 2009 and the final due on December 31, 2010.

This Note may be prepaid in whole or in part at any time without penalty or premium. Payments shall be applied first to accrued interest, then to past due principal payments, then to current principal payment, and then to additional principal reduction.

The Holder shall additionally have the optional right to declare the amount of the total unpaid balance immediately due and payable, upon the failure of the undersigned Maker to pay, within thirty (30) days of the due date, any of the installments of interest and/or principal, or upon the occurrence of any event of default or failure to perform in accordance with any of the terms and conditions in any document executed and/or delivered in conjunction herewith. Forbearance to exercise this option with respect to any failure or breach of the undersigned shall not constitute a waiver of the rights to any continuing failure or breach or any subsequent failure or breach.

In no event shall the amount of interest due or payments in the nature of interest payable hereunder exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment is paid by the undersigned or received by the Holder, then such excess sum shall be credited as a payment of principal, unless the undersigned shall notify the Holder, in writing, that the undersigned elects to have such excess sum returned to it forthwith.

Time is of the essence under this Note, and the undersigned Maker agrees to pay all costs of collection including reasonable attorneys' fees. Reasonable attorneys' fees are defined to include, but not be limited to, all fees and costs, including court fees and costs, incurred in all matters of collection and enforcement, construction and interpretation, before, during, and after suit, trial, proceedings, writs, and appeals. Attorneys' fees shall also include hourly charges for paralegals, law clerks, and other staff members operating under the supervision of an attorney, as well as fees for private investigators, depositions, photocopies, mail and courier, travel, and telephone and telefax costs and tariffs.

The remedies of the Holder, as provided herein, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the Holder, and may be exercised as often as occasion therefore shall raise. No act of omission or commission of the Holder, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be affected only through a written document executed by the Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy, or recourse as to a subsequent event.

Any notice to be given or to be served upon any party in connection with this Note, must be in writing, and shall be deemed to have been given and received on the third (3rd) business day after a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail; and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed.

All persons or corporations or other entities now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for themselves, their heirs, legal representatives, successors, and assigns respectively, hereby (a) expressly waive presentment, demand for payment, notice of dishonor, protest, notice of non-payment or protest, and diligence in collection except as may be otherwise expressly provided; (b) consent that the time of all payments or any part thereof may be extended, rearranged, renewed, or postponed by the Holder of the Note and further consent that the collateral security or any part thereof may be released, exchanged, added to, or substituted for by the Holder, without modifying, altering, releasing, affecting, or limiting their respective liability or the effect of any security instrument; (c) agree that the Holder, in order to enforce payment of this Note, shall not be required first to institute any suit or to exhaust any of its remedies against the undersigned or any other person or party to become liable hereunder.

If more than one party shall execute this Note, the term "undersigned" as used herein, shall mean all parties signing this Note and each of them, who shall be jointly and severally obligated hereunder.

In this Note, whenever the context so requires, the neutral gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural.

All references herein to interest at the "maximum rate" shall mean "maximum legal contract rate".

This Note and the instruments securing it shall be deemed to be made and performed in, and shall be governed and construed in accordance with, the laws of the State of Texas, and shall be a sealed instrument.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed in its name on the day and year first above written.

DATED: 12-13-2007

Frishberg, Jordan, Stewart & Kaleta Advisors

Maker's Name

*Daniel Fusible* CEO

Maker's Signature & Title

3050 Post Oak Blvd. Suite 1680, Houston, TX 77056

Maker's Address

## PROMISSORY NOTE

PRINCIPAL AMOUNT: USD \$100,000

CITY: Houston

STATE: Texas

DATE: January 10, 2008

FOR VALUE RECEIVED, the undersigned Maker promises to pay to the order of Kaleta Capital Management, Inc. (hereinafter referred to as "Payee"; Payee, together with any subsequent holder in due course of this Note or of any interest herein being hereinafter referred to as "Holder") at 4122 Waterview Court, Missouri City, TX 77459, or at such other place as the Holder may from time to time designate in writing, the principal sum of One-Hundred Thousand dollars (\$100,000), together with interest from the date hereof at a rate of twelve percent (12%) per annum on the unpaid principal balance from time to time outstanding in accordance with the following provisions:

Commencing with the date of receipt, interest shall be accrued through the end of the quarter, March 31, 2008 and shall be payable on April 10, 2008, and each quarter thereafter.

Principal shall be repaid in three annual installments of thirty-three thousand, three-hundred thirty-three dollars and thirty-three cents (\$33,333.33) for first two payments and thirty-three thousand, three-hundred thirty-three dollars and thirty-four cents (\$33,333.34) for the final payment with the 1<sup>st</sup> payment due January 31, 2009, the second due on January 31, 2010 and the final due on January 31, 2011.

This Note may be prepaid in whole or in part at any time without penalty or premium. Payments shall be applied first to accrued interest, then to past due principal payments, then to current principal payment, and then to additional principal reduction.

The Holder shall additionally have the optional right to declare the amount of the total unpaid balance immediately due and payable, upon the failure of the undersigned Maker to pay, within thirty (30) days of the due date, any of the installments of interest and/or principal, or upon the occurrence of any event of default or failure to perform in accordance with any of the terms and conditions in any document executed and/or delivered in conjunction herewith. Forbearance to exercise this option with respect to any failure or breach of the undersigned shall not constitute a waiver of the rights to any continuing failure or breach or any subsequent failure or breach.

In no event shall the amount of interest due or payments in the nature of interest payable hereunder exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment is paid by the undersigned or received by the Holder, then such excess sum shall be credited as a payment of principal, unless the undersigned shall notify the Holder, in writing, that the undersigned elects to have such excess sum returned to it forthwith.

Time is of the essence under this Note, and the undersigned Maker agrees to pay all costs of collection including reasonable attorneys' fees. Reasonable attorneys' fees are defined to include, but not be limited to, all fees and costs, including court fees and costs, incurred in all matters of collection and enforcement, construction and interpretation, before, during, and after suit, trial, proceedings, writs, and appeals. Attorneys' fees shall also include hourly charges for paralegals, law clerks, and other staff members operating under the supervision of an attorney, as well as fees for private investigators, depositions, photocopies, mail and courier, travel, and telephone and telefax costs and tariffs.

The remedies of the Holder, as provided herein, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the Holder, and may be exercised as often as occasion therefore shall raise. No act of omission or commission of the Holder, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be affected only through a written document executed by the Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy, or recourse as to a subsequent event.

Any notice to be given or to be served upon any party in connection with this Note, must be in writing, and shall be deemed to have been given and received on the third (3rd) business day after a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail; and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed.

All persons or corporations or other entities now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for themselves, their heirs, legal representatives, successors, and assigns respectively, hereby (a) expressly waive presentment, demand for payment, notice of dishonor, protest, notice of non-payment or protest, and diligence in collection except as may be otherwise expressly provided; (b) consent that the time of all payments or any part thereof may be extended, rearranged, renewed, or postponed by the Holder of the Note and further consent that the collateral security or any part thereof may be released, exchanged, added to, or substituted for by the Holder, without modifying, altering, releasing, affecting, or limiting their respective liability or the effect of any security instrument; (c) agree that the Holder, in order to enforce payment of this Note, shall not be required first to institute any suit or to exhaust any of its remedies against the undersigned or any other person or party to become liable hereunder.

If more than one party shall execute this Note, the term "undersigned" as used herein, shall mean all parties signing this Note and each of them, who shall be jointly and severally obligated hereunder.

In this Note, whenever the context so requires, the neutral gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural.

All references herein to interest at the "maximum rate" shall mean "maximum legal contract rate".

This Note and the instruments securing it shall be deemed to be made and performed in, and shall be governed and construed in accordance with, the laws of the State of Texas, and shall be a sealed instrument.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed in its name on the day and year first above written.

DATED: 01-10-2008

Frishberg, Jordan, Stewart & Kaleta Advisors

Maker's Name

 CEO

Maker's Signature & Title

3050 Post Oak Blvd. Suite 1680, Houston, TX 77056

Maker's Address

## PROMISSORY NOTE

PRINCIPAL AMOUNT: USD \$100,000

CITY: Houston

STATE: Texas

DATE: February 11, 2008

FOR VALUE RECEIVED, the undersigned Maker promises to pay to the order of Kaleta Capital Management, Inc. (hereinafter referred to as "Payee"; Payee, together with any subsequent holder in due course of this Note or of any interest herein being hereinafter referred to as "Holder") at 4122 Waterview Court, Missouri City, TX 77459, or at such other place as the Holder may from time to time designate in writing, the principal sum of One-Hundred Thousand dollars (\$100,000), together with interest from the date hereof at a rate of twelve percent (12%) per annum on the unpaid principal balance from time to time outstanding in accordance with the following provisions:

Commencing with the date of receipt, interest shall be accrued through the end of the quarter, March 31, 2008 and shall be payable on April 10, 2008, and each quarter thereafter.

Principal shall be repaid in three annual installments of thirty-three thousand, three-hundred thirty-three dollars and thirty-three cents (\$33,333.33) for first two payments and thirty-three thousand, three-hundred thirty-three dollars and thirty-four cents (\$33,333.34) for the final payment with the 1<sup>st</sup> payment due February 28, 2009, the second due on February 28, 2010 and the final due on February 28, 2011.

This Note may be prepaid in whole or in part at any time without penalty or premium. Payments shall be applied first to accrued interest, then to past due principal payments, then to current principal payment, and then to additional principal reduction.

The Holder shall additionally have the optional right to declare the amount of the total unpaid balance immediately due and payable, upon the failure of the undersigned Maker to pay, within thirty (30) days of the due date, any of the installments of interest and/or principal, or upon the occurrence of any event of default or failure to perform in accordance with any of the terms and conditions in any document executed and/or delivered in conjunction herewith. Forbearance to exercise this option with respect to any failure or breach of the undersigned shall not constitute a waiver of the rights to any continuing failure or breach or any subsequent failure or breach.

In no event shall the amount of interest due or payments in the nature of interest payable hereunder exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment is paid by the undersigned or received by the Holder, then such excess sum shall be credited as a payment of principal, unless the undersigned shall notify the Holder, in writing, that the undersigned elects to have such excess sum returned to it forthwith.



Time is of the essence under this Note, and the undersigned Maker agrees to pay all costs of collection including reasonable attorneys' fees. Reasonable attorneys' fees are defined to include, but not be limited to, all fees and costs, including court fees and costs, incurred in all matters of collection and enforcement, construction and interpretation, before, during, and after suit, trial, proceedings, writs, and appeals. Attorneys' fees shall also include hourly charges for paralegals, law clerks, and other staff members operating under the supervision of an attorney, as well as fees for private investigators, depositions, photocopies, mail and courier, travel, and telephone and telefax costs and tariffs.

The remedies of the Holder, as provided herein, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the Holder, and may be exercised as often as occasion therefore shall raise. No act of omission or commission of the Holder, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be affected only through a written document executed by the Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy, or recourse as to a subsequent event.

Any notice to be given or to be served upon any party in connection with this Note, must be in writing, and shall be deemed to have been given and received on the third (3rd) business day after a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail; and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed.

All persons or corporations or other entities now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for themselves, their heirs, legal representatives, successors, and assigns respectively, hereby (a) expressly waive presentment, demand for payment, notice of dishonor, protest, notice of non-payment or protest, and diligence in collection except as may be otherwise expressly provided; (b) consent that the time of all payments or any part thereof may be extended, rearranged, renewed, or postponed by the Holder of the Note and further consent that the collateral security or any part thereof may be released, exchanged, added to, or substituted for by the Holder, without modifying, altering, releasing, affecting, or limiting their respective liability or the effect of any security instrument; (c) agree that the Holder, in order to enforce payment of this Note, shall not be required first to institute any suit or to exhaust any of its remedies against the undersigned or any other person or party to become liable hereunder.

If more than one party shall execute this Note, the term "undersigned" as used herein, shall mean all parties signing this Note and each of them, who shall be jointly and severally obligated hereunder.

In this Note, whenever the context so requires, the neutral gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural.

All references herein to interest at the "maximum rate" shall mean "maximum legal contract rate".

This Note and the instruments securing it shall be deemed to be made and performed in, and shall be governed and construed in accordance with, the laws of the State of Texas, and shall be a sealed instrument.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed in its name on the day and year first above written.

DATED: 02-11-2008

Frishberg, Jordan, Stewart & Kaleta Advisors

Maker's Name

*Daniel Fusible CEO*  
Maker's Signature & Title

3050 Post Oak Blvd. Suite 1680, Houston, TX 77056

Maker's Address

## PROMISSORY NOTE

PRINCIPAL AMOUNT: USD \$300,000

CITY: Houston

STATE: Texas

DATE: April 14, 2008

FOR VALUE RECEIVED, the undersigned Maker promises to pay to the order of Kaleta Capital Management, Inc. (hereinafter referred to as "Payee"; Payee, together with any subsequent holder in due course of this Note or of any interest herein being hereinafter referred to as "Holder") at 4122 Waterview Court, Missouri City, TX 77459, or at such other place as the Holder may from time to time designate in writing, the principal sum of **Three-Hundred Thousand dollars (\$300,000)**, together with interest from the date hereof at a rate of twelve percent (12%) per annum on the unpaid principal balance from time to time outstanding in accordance with the following provisions:

Commencing with the date of receipt, interest shall be accrued through the end of the quarter, June 30, 2008 and shall be payable on July 10, 2008, and each quarter thereafter.

Principal shall be repaid in three annual installments of one hundred thousand dollars (\$100,000.00), with the 1<sup>st</sup> payment due April 30, 2009, the second due on April 30, 2010 and the final due on April 30, 2011.

This Note may be prepaid in whole or in part at any time without penalty or premium. Payments shall be applied first to accrued interest, then to past due principal payments, then to current principal payment, and then to additional principal reduction.

The Holder shall additionally have the optional right to declare the amount of the total unpaid balance immediately due and payable, upon the failure of the undersigned Maker to pay, within thirty (30) days of the due date, any of the installments of interest and/or principal, or upon the occurrence of any event of default or failure to perform in accordance with any of the terms and conditions in any document executed and/or delivered in conjunction herewith. Forbearance to exercise this option with respect to any failure or breach of the undersigned shall not constitute a waiver of the rights to any continuing failure or breach or any subsequent failure or breach.

In no event shall the amount of interest due or payments in the nature of interest payable hereunder exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment is paid by the undersigned or received by the Holder, then such excess sum shall be credited as a payment of principal, unless the undersigned shall notify the Holder, in writing, that the undersigned elects to have such excess sum returned to it forthwith.

Time is of the essence under this Note, and the undersigned Maker agrees to pay all costs of collection including reasonable attorneys' fees. Reasonable attorneys' fees are defined to include, but not be limited to, all fees and costs, including court fees and costs, incurred in all

matters of collection and enforcement, construction and interpretation, before, during, and after suit, trial, proceedings, writs, and appeals. Attorneys' fees shall also include hourly charges for paralegals, law clerks, and other staff members operating under the supervision of an attorney, as well as fees for private investigators, depositions, photocopies, mail and courier, travel, and telephone and telefax costs and tariffs.

The remedies of the Holder, as provided herein, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the Holder, and may be exercised as often as occasion therefore shall raise. No act of omission or commission of the Holder, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be affected only through a written document executed by the Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy, or recourse as to a subsequent event.

Any notice to be given or to be served upon any party in connection with this Note, must be in writing, and shall be deemed to have been given and received on the third (3rd) business day after a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail; and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed.

All persons or corporations or other entities now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for themselves, their heirs, legal representatives, successors, and assigns respectively, hereby (a) expressly waive presentment, demand for payment, notice of dishonor, protest, notice of non-payment or protest, and diligence in collection except as may be otherwise expressly provided; (b) consent that the time of all payments or any part thereof may be extended, rearranged, renewed, or postponed by the Holder of the Note and further consent that the collateral security or any part thereof may be released, exchanged, added to, or substituted for by the Holder, without modifying, altering, releasing, affecting, or limiting their respective liability or the effect of any security instrument; (c) agree that the Holder, in order to enforce payment of this Note, shall not be required first to institute any suit or to exhaust any of its remedies against the undersigned or any other person or party to become liable hereunder.

If more than one party shall execute this Note, the term "undersigned" as used herein, shall mean all parties signing this Note and each of them, who shall be jointly and severally obligated hereunder.

In this Note, whenever the context so requires, the neutral gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural.

All references herein to interest at the "maximum rate" shall mean "maximum legal contract rate".

This Note and the instruments securing it shall be deemed to be made and performed in, and shall be governed and construed in accordance with, the laws of the State of Texas, and shall be a sealed instrument.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed in its name on the day and year first above written.

DATED: April 14, 2008

Frishberg, Jordan, Stewart & Kaleta Advisors

Maker's Name

Donald Frushley CEO

Maker's Signature & Title

3050 Post Oak Blvd. Suite 1680, Houston, TX 77056

Maker's Address

## PROMISSORY NOTE

PRINCIPAL AMOUNT: USD \$100,000

CITY: Houston

STATE: Texas

DATE: May 29, 2008

FOR VALUE RECEIVED, the undersigned Maker promises to pay to the order of Kaleta Capital Management, Inc. (hereinafter referred to as "Payee"; Payee, together with any subsequent holder in due course of this Note or of any interest herein being hereinafter referred to as "Holder") at 4122 Waterview Court, Missouri City, TX 77459, or at such other place as the Holder may from time to time designate in writing, the principal sum of One-Hundred Thousand dollars (\$100,000), together with interest from the date hereof at a rate of twelve percent (12%) per annum on the unpaid principal balance from time to time outstanding in accordance with the following provisions:

Commencing with the date of receipt, interest shall be accrued through the end of the quarter, June 30, 2008 and shall be payable on July 10, 2008, and each quarter thereafter.

Principal shall be repaid in three annual installments of thirty-three thousand, three-hundred thirty-three dollars and thirty-three cents (\$33,333.33) for first two payments and thirty-three thousand, three-hundred thirty-three dollars and thirty-four cents (\$33,333.34) for the final payment with the 1<sup>st</sup> payment due May 31, 2009, the second due on May 31, 2010 and the final due on May 31, 2011.

This Note may be prepaid in whole or in part at any time without penalty or premium. Payments shall be applied first to accrued interest, then to past due principal payments, then to current principal payment, and then to additional principal reduction.

The Holder shall additionally have the optional right to declare the amount of the total unpaid balance immediately due and payable, upon the failure of the undersigned Maker to pay, within thirty (30) days of the due date, any of the installments of interest and/or principal, or upon the occurrence of any event of default or failure to perform in accordance with any of the terms and conditions in any document executed and/or delivered in conjunction herewith. Forbearance to exercise this option with respect to any failure or breach of the undersigned shall not constitute a waiver of the rights to any continuing failure or breach or any subsequent failure or breach.

In no event shall the amount of interest due or payments in the nature of interest payable hereunder exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment is paid by the undersigned or received by the Holder, then such excess sum shall be credited as a payment of principal, unless the undersigned shall notify the Holder, in writing, that the undersigned elects to have such excess sum returned to it forthwith.

Time is of the essence under this Note, and the undersigned Maker agrees to pay all costs of collection including reasonable attorneys' fees. Reasonable attorneys' fees are defined to include, but not be limited to, all fees and costs, including court fees and costs, incurred in all matters of collection and enforcement, construction and interpretation, before, during, and after suit, trial, proceedings, writs, and appeals. Attorneys' fees shall also include hourly charges for paralegals, law clerks, and other staff members operating under the supervision of an attorney, as well as fees for private investigators, depositions, photocopies, mail and courier, travel, and telephone and telefax costs and tariffs.

The remedies of the Holder, as provided herein, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the Holder, and may be exercised as often as occasion therefore shall raise. No act of omission or commission of the Holder, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be affected only through a written document executed by the Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy, or recourse as to a subsequent event.

Any notice to be given or to be served upon any party in connection with this Note, must be in writing, and shall be deemed to have been given and received on the third (3rd) business day after a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail; and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed.

All persons or corporations or other entities now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for themselves, their heirs, legal representatives, successors, and assigns respectively, hereby (a) expressly waive presentment, demand for payment, notice of dishonor, protest, notice of non-payment or protest, and diligence in collection except as may be otherwise expressly provided; (b) consent that the time of all payments or any part thereof may be extended, rearranged, renewed, or postponed by the Holder of the Note and further consent that the collateral security or any part thereof may be released, exchanged, added to, or substituted for by the Holder, without modifying, altering, releasing, affecting, or limiting their respective liability or the effect of any security instrument; (c) agree that the Holder, in order to enforce payment of this Note, shall not be required first to institute any suit or to exhaust any of its remedies against the undersigned or any other person or party to become liable hereunder.

If more than one party shall execute this Note, the term "undersigned" as used herein, shall mean all parties signing this Note and each of them, who shall be jointly and severally obligated hereunder.

In this Note, whenever the context so requires, the neutral gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural.

All references herein to interest at the "maximum rate" shall mean "maximum legal contract rate".

This Note and the instruments securing it shall be deemed to be made and performed in, and shall be governed and construed in accordance with, the laws of the State of Texas, and shall be a sealed instrument.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed in its name on the day and year first above written.

DATED: 05-29-2008

Frishberg, Jordan, Stewart & Kaleta Advisors

Maker's Name

*Daniel Fusible CEO*

Maker's Signature & Title

3050 Post Oak Blvd. Suite 1680, Houston, TX 77056

Maker's Address



## PROMISSORY NOTE

PRINCIPAL AMOUNT: USD \$200,000

CITY: Houston

STATE: Texas

DATE: November 11, 2008

FOR VALUE RECEIVED, the undersigned Maker promises to pay to the order of Kaleta Capital Management, Inc. (hereinafter referred to as "Payee"; Payee, together with any subsequent holder in due course of this Note or of any interest herein being hereinafter referred to as "Holder") at 4122 Waterview Court, Missouri City, TX 77459, or at such other place as the Holder may from time to time designate in writing, the principal sum of Two-Hundred Thousand dollars (\$200,000), together with interest from the date hereof at a rate of twelve percent (14%) per annum on the unpaid principal balance from time to time outstanding in accordance with the following provisions:

Commencing with the date of receipt, interest shall be accrued through the end of the quarter, December 31, 2008 and shall be payable on January 10, 2009, and each quarter thereafter.

Principal shall be repaid in three annual installments of sixty-six thousand, six-hundred sixty-six dollars and sixty-seven cents (\$66,666.67) for first two payments and sixty-six thousand, six-hundred sixty-six dollars and sixty-six cents (\$66,666.66) for the final payment with the 1<sup>st</sup> payment due November 30, 2009, the second due on November 30, 2010 and the final due on November 30, 2011.

This Note may be prepaid in whole or in part at any time without penalty or premium. Payments shall be applied first to accrued interest, then to past due principal payments, then to current principal payment, and then to additional principal reduction.

The Holder shall additionally have the optional right to declare the amount of the total unpaid balance immediately due and payable, upon the failure of the undersigned Maker to pay, within thirty (30) days of the due date, any of the installments of interest and/or principal, or upon the occurrence of any event of default or failure to perform in accordance with any of the terms and conditions in any document executed and/or delivered in conjunction herewith. Forbearance to exercise this option with respect to any failure or breach of the undersigned shall not constitute a waiver of the rights to any continuing failure or breach or any subsequent failure or breach.

In no event shall the amount of interest due or payments in the nature of interest payable hereunder exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment is paid by the undersigned or received by the Holder, then such excess sum shall be credited as a payment of principal, unless the undersigned shall notify the Holder, in writing, that the undersigned elects to have such excess sum returned to it forthwith.

Time is of the essence under this Note, and the undersigned Maker agrees to pay all costs of collection including reasonable attorneys' fees. Reasonable attorneys' fees are defined to include, but not be limited to, all fees and costs, including court fees and costs, incurred in all matters of collection and enforcement, construction and interpretation, before, during, and after suit, trial, proceedings, writs, and appeals. Attorneys' fees shall also include hourly charges for paralegals, law clerks, and other staff members operating under the supervision of an attorney, as well as fees for private investigators, depositions, photocopies, mail and courier, travel, and telephone and telefax costs and tariffs.

The remedies of the Holder, as provided herein, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the Holder, and may be exercised as often as occasion therefore shall raise. No act of omission or commission of the Holder, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be affected only through a written document executed by the Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy, or recourse as to a subsequent event.

Any notice to be given or to be served upon any party in connection with this Note, must be in writing, and shall be deemed to have been given and received on the third (3rd) business day after a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail; and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed.

All persons or corporations or other entities now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for themselves, their heirs, legal representatives, successors, and assigns respectively, hereby (a) expressly waive presentment, demand for payment, notice of dishonor, protest, notice of non-payment or protest, and diligence in collection except as may be otherwise expressly provided; (b) consent that the time of all payments or any part thereof may be extended, rearranged, renewed, or postponed by the Holder of the Note and further consent that the collateral security or any part thereof may be released, exchanged, added to, or substituted for by the Holder, without modifying, altering, releasing, affecting, or limiting their respective liability or the effect of any security instrument; (c) agree that the Holder, in order to enforce payment of this Note, shall not be required first to institute any suit or to exhaust any of its remedies against the undersigned or any other person or party to become liable hereunder.

If more than one party shall execute this Note, the term "undersigned" as used herein, shall mean all parties signing this Note and each of them, who shall be jointly and severally obligated hereunder.

In this Note, whenever the context so requires, the neutral gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural.

All references herein to interest at the "maximum rate" shall mean "maximum legal contract rate".

This Note and the instruments securing it shall be deemed to be made and performed in, and shall be governed and construed in accordance with, the laws of the State of Texas, and shall be a sealed instrument.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed in its name on the day and year first above written.

DATED: 11 Nov 2008

Frishberg, Jordan & Kaleta Advisors

Maker's Name

  
Maker's Signature & Title

3050 Post Oak Blvd. Suite 1680, Houston, TX 77056

Maker's Address

## PROMISSORY NOTE

PRINCIPAL AMOUNT: USD \$50,000

CITY: Houston

STATE: Texas

DATE: December 1, 2008

FOR VALUE RECEIVED, the undersigned Maker promises to pay to the order of Kaleta Capital Management, Inc. (hereinafter referred to as "Payee"; Payee, together with any subsequent holder in due course of this Note or of any interest herein being hereinafter referred to as "Holder") at 4122 Waterview Court, Missouri City, TX 77459, or at such other place as the Holder may from time to time designate in writing, the principal sum of **Fifty Thousand dollars (\$50,000)**, together with interest from the date hereof at a rate of twelve percent (14%) per annum on the unpaid principal balance from time to time outstanding in accordance with the following provisions:

Commencing with the date of receipt, interest shall be accrued through the end of the quarter, December 31, 2008 and shall be payable on January 10, 2009, and each quarter thereafter.

Principal shall be repaid in three annual installments of sixteen thousand, six-hundred sixty-six dollars and sixty-seven cents (\$16,666.67) for first two payments and sixteen thousand, six-hundred sixty-six dollars and sixty-six cents (\$16,666.66) for the final payment with the 1<sup>st</sup> payment due December 31, 2009, the second due on December 31, 2010 and the final due on December 31, 2011.

This Note may be prepaid in whole or in part at any time without penalty or premium. Payments shall be applied first to accrued interest, then to past due principal payments, then to current principal payment, and then to additional principal reduction.

The Holder shall additionally have the optional right to declare the amount of the total unpaid balance immediately due and payable, upon the failure of the undersigned Maker to pay, within thirty (30) days of the due date, any of the installments of interest and/or principal, or upon the occurrence of any event of default or failure to perform in accordance with any of the terms and conditions in any document executed and/or delivered in conjunction herewith. Forbearance to exercise this option with respect to any failure or breach of the undersigned shall not constitute a waiver of the rights to any continuing failure or breach or any subsequent failure or breach.

In no event shall the amount of interest due or payments in the nature of interest payable hereunder exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment is paid by the undersigned or received by the Holder, then such excess sum shall be credited as a payment of principal, unless the undersigned shall notify the Holder, in writing, that the undersigned elects to have such excess sum returned to it forthwith.

Time is of the essence under this Note, and the undersigned Maker agrees to pay all costs of collection including reasonable attorneys' fees. Reasonable attorneys' fees are defined to include, but not be limited to, all fees and costs, including court fees and costs, incurred in all matters of collection and enforcement, construction and interpretation, before, during, and after suit, trial, proceedings, writs, and appeals. Attorneys' fees shall also include hourly charges for paralegals, law clerks, and other staff members operating under the supervision of an attorney, as well as fees for private investigators, depositions, photocopies, mail and courier, travel, and telephone and telefax costs and tariffs.

The remedies of the Holder, as provided herein, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the Holder, and may be exercised as often as occasion therefore shall raise. No act of omission or commission of the Holder, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be affected only through a written document executed by the Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy, or recourse as to a subsequent event.

Any notice to be given or to be served upon any party in connection with this Note, must be in writing, and shall be deemed to have been given and received on the third (3rd) business day after a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail; and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed.

All persons or corporations or other entities now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for themselves, their heirs, legal representatives, successors, and assigns respectively, hereby (a) expressly waive presentment, demand for payment, notice of dishonor, protest, notice of non-payment or protest, and diligence in collection except as may be otherwise expressly provided; (b) consent that the time of all payments or any part thereof may be extended, rearranged, renewed, or postponed by the Holder of the Note and further consent that the collateral security or any part thereof may be released, exchanged, added to, or substituted for by the Holder, without modifying, altering, releasing, affecting, or limiting their respective liability or the effect of any security instrument; (c) agree that the Holder, in order to enforce payment of this Note, shall not be required first to institute any suit or to exhaust any of its remedies against the undersigned or any other person or party to become liable hereunder.

If more than one party shall execute this Note, the term "undersigned" as used herein, shall mean all parties signing this Note and each of them, who shall be jointly and severally obligated hereunder.

In this Note, whenever the context so requires, the neutral gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural.

All references herein to interest at the "maximum rate" shall mean "maximum legal contract rate".

This Note and the instruments securing it shall be deemed to be made and performed in, and shall be governed and construed in accordance with, the laws of the State of Texas, and shall be a sealed instrument.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed in its name on the day and year first above written.

DATED: December 1, 2008

Frishberg Jordan & Kaleta Advisors

Maker's Name

Daniel Fusible CEO

Maker's Signature & Title

3050 Post Oak Blvd. Suite 1680, Houston, TX 77056

Maker's Address

## PROMISSORY NOTE

PRINCIPAL AMOUNT: USD \$55,023

CITY: Houston

STATE: Texas

DATE: December 9, 2008

FOR VALUE RECEIVED, the undersigned Maker promises to pay to the order of Kaleta Capital Management, Inc. (hereinafter referred to as "Payee"; Payee, together with any subsequent holder in due course of this Note or of any interest herein being hereinafter referred to as "Holder") at 4122 Waterview Court, Missouri City, TX 77459, or at such other place as the Holder may from time to time designate in writing, the principal sum of **Fifty Five Thousand, twenty three dollars (\$55,023)**, together with interest from the date hereof at a rate of fourteen percent (14%) per annum on the unpaid principal balance from time to time outstanding in accordance with the following provisions:

Commencing with the date of receipt, interest shall be accrued through the end of the quarter, December 31, 2008 and shall be payable on January 10, 2009, and each quarter thereafter.

Principal shall be repaid in three annual installments of eighteen thousand, three-hundred forty-one dollars (\$18,341.00), with the 1<sup>st</sup> payment due December 31, 2009, the second due on December 31, 2010 and the final due on December 31, 2011.

This Note may be prepaid in whole or in part at any time without penalty or premium. Payments shall be applied first to accrued interest, then to past due principal payments, then to current principal payment, and then to additional principal reduction.

The Holder shall additionally have the optional right to declare the amount of the total unpaid balance immediately due and payable, upon the failure of the undersigned Maker to pay, within thirty (30) days of the due date, any of the installments of interest and/or principal, or upon the occurrence of any event of default or failure to perform in accordance with any of the terms and conditions in any document executed and/or delivered in conjunction herewith. Forbearance to exercise this option with respect to any failure or breach of the undersigned shall not constitute a waiver of the rights to any continuing failure or breach or any subsequent failure or breach.

In no event shall the amount of interest due or payments in the nature of interest payable hereunder exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment is paid by the undersigned or received by the Holder, then such excess sum shall be credited as a payment of principal, unless the undersigned shall notify the Holder, in writing, that the undersigned elects to have such excess sum returned to it forthwith.

Time is of the essence under this Note, and the undersigned Maker agrees to pay all costs of collection including reasonable attorneys' fees. Reasonable attorneys' fees are defined



to include, but not be limited to, all fees and costs, including court fees and costs, incurred in all matters of collection and enforcement, construction and interpretation, before, during, and after suit, trial, proceedings, writs, and appeals. Attorneys' fees shall also include hourly charges for paralegals, law clerks, and other staff members operating under the supervision of an attorney, as well as fees for private investigators, depositions, photocopies, mail and courier, travel, and telephone and telefax costs and tariffs.

The remedies of the Holder, as provided herein, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the Holder, and may be exercised as often as occasion therefore shall raise. No act of omission or commission of the Holder, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be affected only through a written document executed by the Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy, or recourse as to a subsequent event.

Any notice to be given or to be served upon any party in connection with this Note, must be in writing, and shall be deemed to have been given and received on the third (3rd) business day after a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail; and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed.

All persons or corporations or other entities now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for themselves, their heirs, legal representatives, successors, and assigns respectively, hereby (a) expressly waive presentment, demand for payment, notice of dishonor, protest, notice of non-payment or protest, and diligence in collection except as may be otherwise expressly provided; (b) consent that the time of all payments or any part thereof may be extended, rearranged, renewed, or postponed by the Holder of the Note and further consent that the collateral security or any part thereof may be released, exchanged, added to, or substituted for by the Holder, without modifying, altering, releasing, affecting, or limiting their respective liability or the effect of any security instrument; (c) agree that the Holder, in order to enforce payment of this Note, shall not be required first to institute any suit or to exhaust any of its remedies against the undersigned or any other person or party to become liable hereunder.

If more than one party shall execute this Note, the term "undersigned" as used herein, shall mean all parties signing this Note and each of them, who shall be jointly and severally obligated hereunder.

In this Note, whenever the context so requires, the neutral gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural.

All references herein to interest at the "maximum rate" shall mean "maximum legal contract rate".

This Note and the instruments securing it shall be deemed to be made and performed in, and shall be governed and construed in accordance with, the laws of the State of Texas, and shall be a sealed instrument.



IN WITNESS WHEREOF, the undersigned has caused this Note to be executed in its name on the day and year first above written.

DATED: 12-09-2008

Frishberg, Jordan & Kaleta Advisors

Maker's Name

  
Maker's Signature & Title

3050 Post Oak Blvd. Suite 1680, Houston, TX 77056

Maker's Address

## PROMISSORY NOTE

PRINCIPAL AMOUNT: USD \$65,000

CITY: Houston

STATE: Texas

DATE: December 14, 2008

FOR VALUE RECEIVED, the undersigned Maker promises to pay to the order of Kaleta Capital Management, Inc. (hereinafter referred to as "Payee"; Payee, together with any subsequent holder in due course of this Note or of any interest herein being hereinafter referred to as "Holder") at 4122 Waterview Court, Missouri City, TX 77459, or at such other place as the Holder may from time to time designate in writing, the principal sum of **Sixty Five Thousand dollars (\$65,000)**, together with interest from the date hereof at a rate of twelve percent (14%) per annum on the unpaid principal balance from time to time outstanding in accordance with the following provisions:

Commencing with the date of receipt, interest shall be accrued through the end of the quarter, December 31, 2008 and shall be payable on January 10, 2009, and each quarter thereafter.

Principal shall be repaid in three annual installments of twenty one thousand, six-hundred sixty-six dollars and sixty-seven cents (\$21,666.67) for first two payments and twenty one thousand, six-hundred sixty-six dollars and sixty-six cents (\$21,666.66) for the final payment with the 1<sup>st</sup> payment due December 31, 2009, the second due on December 31, 2010 and the final due on December 31, 2011.

This Note may be prepaid in whole or in part at any time without penalty or premium. Payments shall be applied first to accrued interest, then to past due principal payments, then to current principal payment, and then to additional principal reduction.

The Holder shall additionally have the optional right to declare the amount of the total unpaid balance immediately due and payable, upon the failure of the undersigned Maker to pay, within thirty (30) days of the due date, any of the installments of interest and/or principal, or upon the occurrence of any event of default or failure to perform in accordance with any of the terms and conditions in any document executed and/or delivered in conjunction herewith. Forbearance to exercise this option with respect to any failure or breach of the undersigned shall not constitute a waiver of the rights to any continuing failure or breach or any subsequent failure or breach.

In no event shall the amount of interest due or payments in the nature of interest payable hereunder exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment is paid by the undersigned or received by the Holder, then such excess sum shall be credited as a payment of principal, unless the undersigned shall notify the Holder, in writing, that the undersigned elects to have such excess sum returned to it forthwith.

Time is of the essence under this Note, and the undersigned Maker agrees to pay all costs of collection including reasonable attorneys' fees. Reasonable attorneys' fees are defined to include, but not be limited to, all fees and costs, including court fees and costs, incurred in all matters of collection and enforcement, construction and interpretation, before, during, and after suit, trial, proceedings, writs, and appeals. Attorneys' fees shall also include hourly charges for paralegals, law clerks, and other staff members operating under the supervision of an attorney, as well as fees for private investigators, depositions, photocopies, mail and courier, travel, and telephone and telefax costs and tariffs.

The remedies of the Holder, as provided herein, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the Holder, and may be exercised as often as occasion therefore shall raise. No act of omission or commission of the Holder, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be affected only through a written document executed by the Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy, or recourse as to a subsequent event.

Any notice to be given or to be served upon any party in connection with this Note, must be in writing, and shall be deemed to have been given and received on the third (3rd) business day after a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail; and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed.

All persons or corporations or other entities now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for themselves, their heirs, legal representatives, successors, and assigns respectively, hereby (a) expressly waive presentment, demand for payment, notice of dishonor, protest, notice of non-payment or protest, and diligence in collection except as may be otherwise expressly provided; (b) consent that the time of all payments or any part thereof may be extended, rearranged, renewed, or postponed by the Holder of the Note and further consent that the collateral security or any part thereof may be released, exchanged, added to, or substituted for by the Holder, without modifying, altering, releasing, affecting, or limiting their respective liability or the effect of any security instrument; (c) agree that the Holder, in order to enforce payment of this Note, shall not be required first to institute any suit or to exhaust any of its remedies against the undersigned or any other person or party to become liable hereunder.

If more than one party shall execute this Note, the term "undersigned" as used herein, shall mean all parties signing this Note and each of them, who shall be jointly and severally obligated hereunder.

In this Note, whenever the context so requires, the neutral gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural.

All references herein to interest at the "maximum rate" shall mean "maximum legal contract rate".

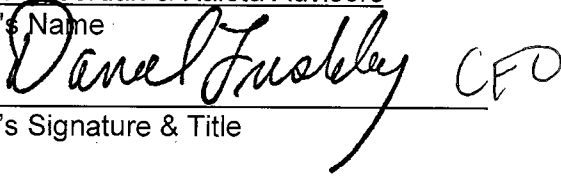
This Note and the instruments securing it shall be deemed to be made and performed in, and shall be governed and construed in accordance with, the laws of the State of Texas, and shall be a sealed instrument.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed in its name on the day and year first above written.

DATED: 12-14-2008

Frishberg, Jordan & Kaleta Advisors

Maker's Name

 Daniel Fusible CEO

Maker's Signature & Title

3050 Post Oak Blvd. Suite 1680, Houston, TX 77056

Maker's Address

## PROMISSORY NOTE

PRINCIPAL AMOUNT: USD \$75,000

CITY: Houston

STATE: Texas

DATE: December 23, 2008

FOR VALUE RECEIVED, the undersigned Maker promises to pay to the order of Kaleta Capital Management, Inc. (hereinafter referred to as "Payee"; Payee, together with any subsequent holder in due course of this Note or of any interest herein being hereinafter referred to as "Holder") at 4122 Waterview Court, Missouri City, TX 77459, or at such other place as the Holder may from time to time designate in writing, the principal sum of **Seventy Five Thousand dollars (\$75,000)**, together with interest from the date hereof at a rate of twelve percent (14%) per annum on the unpaid principal balance from time to time outstanding in accordance with the following provisions:

Commencing with the date of receipt, interest shall be accrued through the end of the quarter, December 31, 2008 and shall be payable on January 10, 2009, and each quarter thereafter.

Principal shall be repaid in three annual installments of twenty-five thousand dollars (\$25,000.00), with the 1<sup>st</sup> payment due December 31, 2009, the second due on December 31, 2010 and the final due on December 31, 2011.

This Note may be prepaid in whole or in part at any time without penalty or premium. Payments shall be applied first to accrued interest, then to past due principal payments, then to current principal payment, and then to additional principal reduction.

The Holder shall additionally have the optional right to declare the amount of the total unpaid balance immediately due and payable, upon the failure of the undersigned Maker to pay, within thirty (30) days of the due date, any of the installments of interest and/or principal, or upon the occurrence of any event of default or failure to perform in accordance with any of the terms and conditions in any document executed and/or delivered in conjunction herewith. Forbearance to exercise this option with respect to any failure or breach of the undersigned shall not constitute a waiver of the rights to any continuing failure or breach or any subsequent failure or breach.

In no event shall the amount of interest due or payments in the nature of interest payable hereunder exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment is paid by the undersigned or received by the Holder, then such excess sum shall be credited as a payment of principal, unless the undersigned shall notify the Holder, in writing, that the undersigned elects to have such excess sum returned to it forthwith.

Time is of the essence under this Note, and the undersigned Maker agrees to pay all costs of collection including reasonable attorneys' fees. Reasonable attorneys' fees are defined

to include, but not be limited to, all fees and costs, including court fees and costs, incurred in all matters of collection and enforcement, construction and interpretation, before, during, and after suit, trial, proceedings, writs, and appeals. Attorneys' fees shall also include hourly charges for paralegals, law clerks, and other staff members operating under the supervision of an attorney, as well as fees for private investigators, depositions, photocopies, mail and courier, travel, and telephone and telefax costs and tariffs.

The remedies of the Holder, as provided herein, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the Holder, and may be exercised as often as occasion therefore shall raise. No act of omission or commission of the Holder, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be affected only through a written document executed by the Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy, or recourse as to a subsequent event.

Any notice to be given or to be served upon any party in connection with this Note, must be in writing, and shall be deemed to have been given and received on the third (3rd) business day after a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail; and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed.

All persons or corporations or other entities now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for themselves, their heirs, legal representatives, successors, and assigns respectively, hereby (a) expressly waive presentment, demand for payment, notice of dishonor, protest, notice of non-payment or protest, and diligence in collection except as may be otherwise expressly provided; (b) consent that the time of all payments or any part thereof may be extended, rearranged, renewed, or postponed by the Holder of the Note and further consent that the collateral security or any part thereof may be released, exchanged, added to, or substituted for by the Holder, without modifying, altering, releasing, affecting, or limiting their respective liability or the effect of any security instrument; (c) agree that the Holder, in order to enforce payment of this Note, shall not be required first to institute any suit or to exhaust any of its remedies against the undersigned or any other person or party to become liable hereunder.

If more than one party shall execute this Note, the term "undersigned" as used herein, shall mean all parties signing this Note and each of them, who shall be jointly and severally obligated hereunder.

In this Note, whenever the context so requires, the neutral gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural.

All references herein to interest at the "maximum rate" shall mean "maximum legal contract rate".

This Note and the instruments securing it shall be deemed to be made and performed in, and shall be governed and construed in accordance with, the laws of the State of Texas, and shall be a sealed instrument.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed in its name on the day and year first above written.

DATED: 12-23-2008

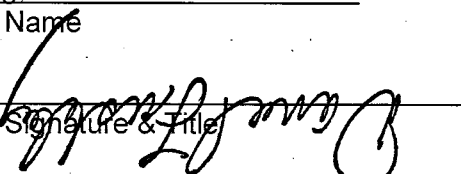
Frishberg, Jordan & Kaleta Advisors

Maker's Name

Maker's Signature & Title

3050 Post Oak Blvd. Suite 1680, Houston, TX 77056

Maker's Address

 Daniel Fusible CEO

## PROMISSORY NOTE

PRINCIPAL AMOUNT: USD \$80,000

CITY: Houston

STATE: Texas

DATE: January 5, 2009

FOR VALUE RECEIVED, the undersigned Maker promises to pay to the order of Kaleta Capital Management, Inc. (hereinafter referred to as "Payee"; Payee, together with any subsequent holder in due course of this Note or of any interest herein being hereinafter referred to as "Holder") at 4122 Waterview Court, Missouri City, TX 77459, or at such other place as the Holder may from time to time designate in writing, the principal sum of **Eighty Thousand dollars (\$80,000)**, together with interest from the date hereof at a rate of twelve percent (14%) per annum on the unpaid principal balance from time to time outstanding in accordance with the following provisions:

Commencing with the date of receipt, interest shall be accrued through the end of the quarter, March 31, 2009 and shall be payable on April 10, 2009, and each quarter thereafter.

Principal shall be repaid in three annual installments of twenty six thousand, six-hundred sixty-six dollars and sixty-seven cents (\$26,666.67) for first two payments and twenty six thousand, six-hundred sixty-six dollars and sixty-six cents (\$26,666.66) for the final payment with the 1<sup>st</sup> payment due January 31, 2010, the second due on January 31, 2011 and the final due on January 31, 2012.

This Note may be prepaid in whole or in part at any time without penalty or premium. Payments shall be applied first to accrued interest, then to past due principal payments, then to current principal payment, and then to additional principal reduction.

The Holder shall additionally have the optional right to declare the amount of the total unpaid balance immediately due and payable, upon the failure of the undersigned Maker to pay, within thirty (30) days of the due date, any of the installments of interest and/or principal, or upon the occurrence of any event of default or failure to perform in accordance with any of the terms and conditions in any document executed and/or delivered in conjunction herewith. Forbearance to exercise this option with respect to any failure or breach of the undersigned shall not constitute a waiver of the rights to any continuing failure or breach or any subsequent failure or breach.

In no event shall the amount of interest due or payments in the nature of interest payable hereunder exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment is paid by the undersigned or received by the Holder, then such excess sum shall be credited as a payment of principal, unless the undersigned shall notify the Holder, in writing, that the undersigned elects to have such excess sum returned to it forthwith.



Time is of the essence under this Note, and the undersigned Maker agrees to pay all costs of collection including reasonable attorneys' fees. Reasonable attorneys' fees are defined to include, but not be limited to, all fees and costs, including court fees and costs, incurred in all matters of collection and enforcement, construction and interpretation, before, during, and after suit, trial, proceedings, writs, and appeals. Attorneys' fees shall also include hourly charges for paralegals, law clerks, and other staff members operating under the supervision of an attorney, as well as fees for private investigators, depositions, photocopies, mail and courier, travel, and telephone and telefax costs and tariffs.

The remedies of the Holder, as provided herein, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the Holder, and may be exercised as often as occasion therefore shall arise. No act of omission or commission of the Holder, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be affected only through a written document executed by the Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy, or recourse as to a subsequent event.

Any notice to be given or to be served upon any party in connection with this Note, must be in writing, and shall be deemed to have been given and received on the third (3rd) business day after a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail; and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed.

All persons or corporations or other entities now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for themselves, their heirs, legal representatives, successors, and assigns respectively, hereby (a) expressly waive presentment, demand for payment, notice of dishonor, protest, notice of non-payment or protest, and diligence in collection except as may be otherwise expressly provided; (b) consent that the time of all payments or any part thereof may be extended, rearranged, renewed, or postponed by the Holder of the Note and further consent that the collateral security or any part thereof may be released, exchanged, added to, or substituted for by the Holder, without modifying, altering, releasing, affecting, or limiting their respective liability or the effect of any security instrument; (c) agree that the Holder, in order to enforce payment of this Note, shall not be required first to institute any suit or to exhaust any of its remedies against the undersigned or any other person or party to become liable hereunder.

If more than one party shall execute this Note, the term "undersigned" as used herein, shall mean all parties signing this Note and each of them, who shall be jointly and severally obligated hereunder.

In this Note, whenever the context so requires, the neutral gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural.

All references herein to interest at the "maximum rate" shall mean "maximum legal contract rate".

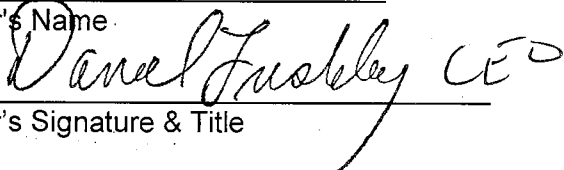
This Note and the instruments securing it shall be deemed to be made and performed in, and shall be governed and construed in accordance with, the laws of the State of Texas, and shall be a sealed instrument.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed in its name on the day and year first above written.

DATED: 01-05-2009

Frishberg, Jordan & Kaleta Advisors

Maker's Name

Handwritten signature of Daniel Juskey, CEO, in cursive script.

Maker's Signature & Title

3050 Post Oak Blvd. Suite 1680, Houston, TX 77056

Maker's Address

## PROMISSORY NOTE

PRINCIPAL AMOUNT: USD \$65,000

CITY: Houston

STATE: Texas

DATE: January 28, 2009

FOR VALUE RECEIVED, the undersigned Maker promises to pay to the order of Kaleta Capital Management, Inc. (hereinafter referred to as "Payee"; Payee, together with any subsequent holder in due course of this Note or of any interest herein being hereinafter referred to as "Holder") at 4122 Waterview Court, Missouri City, TX 77459, or at such other place as the Holder may from time to time designate in writing, the principal sum of **Sixty Five Thousand dollars (\$65,000)**, together with interest from the date hereof at a rate of fourteen percent (14%) per annum on the unpaid principal balance from time to time outstanding in accordance with the following provisions:

Commencing with the date of receipt, interest shall be accrued through the end of the quarter, March 31, 2009 and shall be payable on April 10, 2009, and each quarter thereafter.

Principal shall be repaid in three annual installments of twenty one thousand, six-hundred sixty-six dollars and sixty-seven cents (\$21,666.67) for first two payments and twenty one thousand, six-hundred sixty-six dollars and sixty-six cents (\$21,666.66) for the final payment with the 1<sup>st</sup> payment due January 31, 2010, the second due on January 31, 2011 and the final due on January 31, 2012.

This Note may be prepaid in whole or in part at any time without penalty or premium. Payments shall be applied first to accrued interest, then to past due principal payments, then to current principal payment, and then to additional principal reduction.

The Holder shall additionally have the optional right to declare the amount of the total unpaid balance immediately due and payable, upon the failure of the undersigned Maker to pay, within thirty (30) days of the due date, any of the installments of interest and/or principal, or upon the occurrence of any event of default or failure to perform in accordance with any of the terms and conditions in any document executed and/or delivered in conjunction herewith. Forbearance to exercise this option with respect to any failure or breach of the undersigned shall not constitute a waiver of the rights to any continuing failure or breach or any subsequent failure or breach.

In no event shall the amount of interest due or payments in the nature of interest payable hereunder exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment is paid by the undersigned or received by the Holder, then such excess sum shall be credited as a payment of principal, unless the undersigned shall notify the Holder, in writing, that the undersigned elects to have such excess sum returned to it forthwith.

Time is of the essence under this Note, and the undersigned Maker agrees to pay all costs of collection including reasonable attorneys' fees. Reasonable attorneys' fees are defined to include, but not be limited to, all fees and costs, including court fees and costs, incurred in all matters of collection and enforcement, construction and interpretation, before, during, and after suit, trial, proceedings, writs, and appeals. Attorneys' fees shall also include hourly charges for paralegals, law clerks, and other staff members operating under the supervision of an attorney, as well as fees for private investigators, depositions, photocopies, mail and courier, travel, and telephone and telefax costs and tariffs.

The remedies of the Holder, as provided herein, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the Holder, and may be exercised as often as occasion therefore shall raise. No act of omission or commission of the Holder, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be affected only through a written document executed by the Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy, or recourse as to a subsequent event.

Any notice to be given or to be served upon any party in connection with this Note, must be in writing, and shall be deemed to have been given and received on the third (3rd) business day after a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail; and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed.

All persons or corporations or other entities now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for themselves, their heirs, legal representatives, successors, and assigns respectively, hereby (a) expressly waive presentment, demand for payment, notice of dishonor, protest, notice of non-payment or protest, and diligence in collection except as may be otherwise expressly provided; (b) consent that the time of all payments or any part thereof may be extended, rearranged, renewed, or postponed by the Holder of the Note and further consent that the collateral security or any part thereof may be released, exchanged, added to, or substituted for by the Holder, without modifying, altering, releasing, affecting, or limiting their respective liability or the effect of any security instrument; (c) agree that the Holder, in order to enforce payment of this Note, shall not be required first to institute any suit or to exhaust any of its remedies against the undersigned or any other person or party to become liable hereunder.

If more than one party shall execute this Note, the term "undersigned" as used herein, shall mean all parties signing this Note and each of them, who shall be jointly and severally obligated hereunder.

In this Note, whenever the context so requires, the neutral gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural.

All references herein to interest at the "maximum rate" shall mean "maximum legal contract rate".

This Note and the instruments securing it shall be deemed to be made and performed in, and shall be governed and construed in accordance with, the laws of the State of Texas, and shall be a sealed instrument.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed in its name on the day and year first above written.

DATED: 1/28/2009

Frishberg, Jordan & Kaleta Advisors

Maker's Name

*Daniel Fusibley*

Maker's Signature & Title

3050 Post Oak Blvd. Suite 1680, Houston, TX 77056

Maker's Address

## PROMISSORY NOTE

PRINCIPAL AMOUNT: USD \$25,000

CITY: Houston

STATE: Texas

DATE: February 10, 2009

FOR VALUE RECEIVED, the undersigned Maker promises to pay to the order of Kaleta Capital Management, Inc. (hereinafter referred to as "Payee"; Payee, together with any subsequent holder in due course of this Note or of any interest herein being hereinafter referred to as "Holder") at 4122 Waterview Court, Missouri City, TX 77459, or at such other place as the Holder may from time to time designate in writing, the principal sum of **Twenty Five Thousand dollars (\$25,000)**, together with interest from the date hereof at a rate of fourteen percent (14%) per annum on the unpaid principal balance from time to time outstanding in accordance with the following provisions:

Commencing with the date of receipt, interest shall be accrued through the end of the quarter, March 31, 2009 and shall be payable on April 10, 2009, and each quarter thereafter.

Principal shall be repaid in three annual installments of eight thousand, three-hundred thirty three dollars and thirty-three cents (\$8,333.33) for first two payments and eight thousand, three-hundred thirty three dollars and thirty-four cents (\$8,333.34) for the final payment, with the 1<sup>st</sup> payment due February 28, 2010, the second due on February 28, 2011 and the final due on February 28, 2012.

This Note may be prepaid in whole or in part at any time without penalty or premium. Payments shall be applied first to accrued interest, then to past due principal payments, then to current principal payment, and then to additional principal reduction.

The Holder shall additionally have the optional right to declare the amount of the total unpaid balance immediately due and payable, upon the failure of the undersigned Maker to pay, within thirty (30) days of the due date, any of the installments of interest and/or principal, or upon the occurrence of any event of default or failure to perform in accordance with any of the terms and conditions in any document executed and/or delivered in conjunction herewith. Forbearance to exercise this option with respect to any failure or breach of the undersigned shall not constitute a waiver of the rights to any continuing failure or breach or any subsequent failure or breach.

In no event shall the amount of interest due or payments in the nature of interest payable hereunder exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment is paid by the undersigned or received by the Holder, then such excess sum shall be credited as a payment of principal, unless the undersigned shall notify the Holder, in writing, that the undersigned elects to have such excess sum returned to it forthwith.

Time is of the essence under this Note, and the undersigned Maker agrees to pay all costs of collection including reasonable attorneys' fees. Reasonable attorneys' fees are defined to include, but not be limited to, all fees and costs, including court fees and costs, incurred in all matters of collection and enforcement, construction and interpretation, before, during, and after suit, trial, proceedings, writs, and appeals. Attorneys' fees shall also include hourly charges for paralegals, law clerks, and other staff members operating under the supervision of an attorney, as well as fees for private investigators, depositions, photocopies, mail and courier, travel, and telephone and telefax costs and tariffs.

The remedies of the Holder, as provided herein, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the Holder, and may be exercised as often as occasion therefore shall raise. No act of omission or commission of the Holder, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be affected only through a written document executed by the Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy, or recourse as to a subsequent event.

Any notice to be given or to be served upon any party in connection with this Note, must be in writing, and shall be deemed to have been given and received on the third (3rd) business day after a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail; and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed.

All persons or corporations or other entities now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for themselves, their heirs, legal representatives, successors, and assigns respectively, hereby (a) expressly waive presentment, demand for payment, notice of dishonor, protest, notice of non-payment or protest, and diligence in collection except as may be otherwise expressly provided; (b) consent that the time of all payments or any part thereof may be extended, rearranged, renewed, or postponed by the Holder of the Note and further consent that the collateral security or any part thereof may be released, exchanged, added to, or substituted for by the Holder, without modifying, altering, releasing, affecting, or limiting their respective liability or the effect of any security instrument; (c) agree that the Holder, in order to enforce payment of this Note, shall not be required first to institute any suit or to exhaust any of its remedies against the undersigned or any other person or party to become liable hereunder.

If more than one party shall execute this Note, the term "undersigned" as used herein, shall mean all parties signing this Note and each of them, who shall be jointly and severally obligated hereunder.

In this Note, whenever the context so requires, the neutral gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural.

All references herein to interest at the "maximum rate" shall mean "maximum legal contract rate".



This Note and the instruments securing it shall be deemed to be made and performed in, and shall be governed and construed in accordance with, the laws of the State of Texas, and shall be a sealed instrument.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed in its name on the day and year first above written.

DATED: 02-10-2009

Frishberg, Jordan & Kaleta Advisors

Maker's Name

*Daniel Fusibley CEO*

Maker's Signature & Title

3050 Post Oak Blvd. Suite 1680, Houston, TX 77056

Maker's Address



## PROMISSORY NOTE

PRINCIPAL AMOUNT: USD \$45,000

CITY: Houston

STATE: Texas

DATE: February 10, 2009

FOR VALUE RECEIVED, the undersigned Maker promises to pay to the order of Kaleta Capital Management, Inc. (hereinafter referred to as "Payee"; Payee, together with any subsequent holder in due course of this Note or of any interest herein being hereinafter referred to as "Holder") at 4122 Waterview Court, Missouri City, TX 77459, or at such other place as the Holder may from time to time designate in writing, the principal sum of **Forty Five Thousand dollars (\$45,000)**, together with interest from the date hereof at a rate of fourteen percent (14%) per annum on the unpaid principal balance from time to time outstanding in accordance with the following provisions:

Commencing with the date of receipt, interest shall be accrued through the end of the quarter, March 31, 2009 and shall be payable on April 10, 2009, and each quarter thereafter.

Principal shall be repaid in three annual installments of fifteen thousand dollars (\$15,000.00), with the 1<sup>st</sup> payment due February 28, 2010, the second due on February 28, 2011 and the final due on February 28, 2012.

This Note may be prepaid in whole or in part at any time without penalty or premium. Payments shall be applied first to accrued interest, then to past due principal payments, then to current principal payment, and then to additional principal reduction.

The Holder shall additionally have the optional right to declare the amount of the total unpaid balance immediately due and payable, upon the failure of the undersigned Maker to pay, within thirty (30) days of the due date, any of the installments of interest and/or principal, or upon the occurrence of any event of default or failure to perform in accordance with any of the terms and conditions in any document executed and/or delivered in conjunction herewith. Forbearance to exercise this option with respect to any failure or breach of the undersigned shall not constitute a waiver of the rights to any continuing failure or breach or any subsequent failure or breach.

In no event shall the amount of interest due or payments in the nature of interest payable hereunder exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment is paid by the undersigned or received by the Holder, then such excess sum shall be credited as a payment of principal, unless the undersigned shall notify the Holder, in writing, that the undersigned elects to have such excess sum returned to it forthwith.

Time is of the essence under this Note, and the undersigned Maker agrees to pay all costs of collection including reasonable attorneys' fees. Reasonable attorneys' fees are defined to include, but not be limited to, all fees and costs, including court fees and costs, incurred in all

matters of collection and enforcement, construction and interpretation, before, during, and after suit, trial, proceedings, writs, and appeals. Attorneys' fees shall also include hourly charges for paralegals, law clerks, and other staff members operating under the supervision of an attorney, as well as fees for private investigators, depositions, photocopies, mail and courier, travel, and telephone and telefax costs and tariffs.

The remedies of the Holder, as provided herein, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the Holder, and may be exercised as often as occasion therefore shall raise. No act of omission or commission of the Holder, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be affected only through a written document executed by the Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy, or recourse as to a subsequent event.

Any notice to be given or to be served upon any party in connection with this Note, must be in writing, and shall be deemed to have been given and received on the third (3rd) business day after a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail; and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed.

All persons or corporations or other entities now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for themselves, their heirs, legal representatives, successors, and assigns respectively, hereby (a) expressly waive presentment, demand for payment, notice of dishonor, protest, notice of non-payment or protest, and diligence in collection except as may be otherwise expressly provided; (b) consent that the time of all payments or any part thereof may be extended, rearranged, renewed, or postponed by the Holder of the Note and further consent that the collateral security or any part thereof may be released, exchanged, added to, or substituted for by the Holder, without modifying, altering, releasing, affecting, or limiting their respective liability or the effect of any security instrument; (c) agree that the Holder, in order to enforce payment of this Note, shall not be required first to institute any suit or to exhaust any of its remedies against the undersigned or any other person or party to become liable hereunder.

If more than one party shall execute this Note, the term "undersigned" as used herein, shall mean all parties signing this Note and each of them, who shall be jointly and severally obligated hereunder.

In this Note, whenever the context so requires, the neutral gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural.

All references herein to interest at the "maximum rate" shall mean "maximum legal contract rate".

This Note and the instruments securing it shall be deemed to be made and performed in, and shall be governed and construed in accordance with, the laws of the State of Texas, and shall be a sealed instrument.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed in its name on the day and year first above written.

DATED: February 10, 2009

Frishberg, Jordan & Kaleta Advisors

Maker's Name

Daniel Fusibley CEO

Maker's Signature & Title

3050 Post Oak Blvd. Suite 1680, Houston, TX 77056

Maker's Address

## PROMISSORY NOTE

PRINCIPAL AMOUNT: USD \$45,000

CITY: Houston

STATE: Texas

DATE: February 23, 2009

FOR VALUE RECEIVED, the undersigned Maker promises to pay to the order of Kaleta Capital Management, Inc. (hereinafter referred to as "Payee"; Payee, together with any subsequent holder in due course of this Note or of any interest herein being hereinafter referred to as "Holder") at 4122 Waterview Court, Missouri City, TX 77459, or at such other place as the Holder may from time to time designate in writing, the principal sum of **Forty Five Thousand dollars (\$45,000)**, together with interest from the date hereof at a rate of fourteen percent (14%) per annum on the unpaid principal balance from time to time outstanding in accordance with the following provisions:

Commencing with the date of receipt, interest shall be accrued through the end of the quarter, March 31, 2009 and shall be payable on April 10, 2009, and each quarter thereafter.

Principal shall be repaid in three annual installments of fifteen thousand dollars (\$15,000.00), with the 1<sup>st</sup> payment due February 28, 2010, the second due on February 28, 2011 and the final due on February 28, 2012.

This Note may be prepaid in whole or in part at any time without penalty or premium. Payments shall be applied first to accrued interest, then to past due principal payments, then to current principal payment, and then to additional principal reduction.

The Holder shall additionally have the optional right to declare the amount of the total unpaid balance immediately due and payable, upon the failure of the undersigned Maker to pay, within thirty (30) days of the due date, any of the installments of interest and/or principal, or upon the occurrence of any event of default or failure to perform in accordance with any of the terms and conditions in any document executed and/or delivered in conjunction herewith. Forbearance to exercise this option with respect to any failure or breach of the undersigned shall not constitute a waiver of the rights to any continuing failure or breach or any subsequent failure or breach.

In no event shall the amount of interest due or payments in the nature of interest payable hereunder exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment is paid by the undersigned or received by the Holder, then such excess sum shall be credited as a payment of principal, unless the undersigned shall notify the Holder, in writing, that the undersigned elects to have such excess sum returned to it forthwith.

Time is of the essence under this Note, and the undersigned Maker agrees to pay all costs of collection including reasonable attorneys' fees. Reasonable attorneys' fees are defined to include, but not be limited to, all fees and costs, including court fees and costs, incurred in all

matters of collection and enforcement, construction and interpretation, before, during, and after suit, trial, proceedings, writs, and appeals. Attorneys' fees shall also include hourly charges for paralegals, law clerks, and other staff members operating under the supervision of an attorney, as well as fees for private investigators, depositions, photocopies, mail and courier, travel, and telephone and telefax costs and tariffs.

The remedies of the Holder, as provided herein, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the Holder, and may be exercised as often as occasion therefore shall raise. No act of omission or commission of the Holder, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be affected only through a written document executed by the Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy, or recourse as to a subsequent event.

Any notice to be given or to be served upon any party in connection with this Note, must be in writing, and shall be deemed to have been given and received on the third (3rd) business day after a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail; and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed.

All persons or corporations or other entities now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for themselves, their heirs, legal representatives, successors, and assigns respectively, hereby (a) expressly waive presentment, demand for payment, notice of dishonor, protest, notice of non-payment or protest, and diligence in collection except as may be otherwise expressly provided; (b) consent that the time of all payments or any part thereof may be extended, rearranged, renewed, or postponed by the Holder of the Note and further consent that the collateral security or any part thereof may be released, exchanged, added to, or substituted for by the Holder, without modifying, altering, releasing, affecting, or limiting their respective liability or the effect of any security instrument; (c) agree that the Holder, in order to enforce payment of this Note, shall not be required first to institute any suit or to exhaust any of its remedies against the undersigned or any other person or party to become liable hereunder.

If more than one party shall execute this Note, the term "undersigned" as used herein, shall mean all parties signing this Note and each of them, who shall be jointly and severally obligated hereunder.

In this Note, whenever the context so requires, the neutral gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural.

All references herein to interest at the "maximum rate" shall mean "maximum legal contract rate".

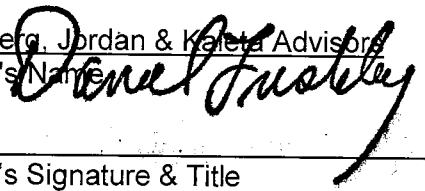
This Note and the instruments securing it shall be deemed to be made and performed in, and shall be governed and construed in accordance with, the laws of the State of Texas, and shall be a sealed instrument.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed in its name on the day and year first above written.

DATED: 2/23/2009

Frishberg, Jordan & Kelety Advisors

Maker's Name



Maker's Signature & Title

3050 Post Oak Blvd. Suite 1680, Houston, TX 77056

Maker's Address

## PROMISSORY NOTE

PRINCIPAL AMOUNT: USD \$80,000

CITY: Houston

STATE: Texas

DATE: March 9, 2009

FOR VALUE RECEIVED, the undersigned Maker promises to pay to the order of Kaleta Capital Management, Inc. (hereinafter referred to as "Payee"; Payee, together with any subsequent holder in due course of this Note or of any interest herein being hereinafter referred to as "Holder") at 4122 Waterview Court, Missouri City, TX 77459, or at such other place as the Holder may from time to time designate in writing, the principal sum of **Eighty Thousand dollars (\$80,000)**, together with interest from the date hereof at a rate of fourteen percent (14%) per annum on the unpaid principal balance from time to time outstanding in accordance with the following provisions:

Commencing with the date of receipt, interest shall be accrued through the end of the quarter, March 31, 2009 and shall be payable on April 10, 2009, and each quarter thereafter.

Principal shall be repaid in three annual installments of twenty six thousand, six-hundred sixty-six dollars and sixty-seven cents (\$26,666.67) for first two payments and twenty six thousand, six-hundred sixty-six dollars and sixty-six cents (\$26,666.66) for the final payment with the 1<sup>st</sup> payment due March 31, 2010, the second due on March 31, 2011 and the final due on March 31, 2012.

This Note may be prepaid in whole or in part at any time without penalty or premium. Payments shall be applied first to accrued interest, then to past due principal payments, then to current principal payment, and then to additional principal reduction.

The Holder shall additionally have the optional right to declare the amount of the total unpaid balance immediately due and payable, upon the failure of the undersigned Maker to pay, within thirty (30) days of the due date, any of the installments of interest and/or principal, or upon the occurrence of any event of default or failure to perform in accordance with any of the terms and conditions in any document executed and/or delivered in conjunction herewith. Forbearance to exercise this option with respect to any failure or breach of the undersigned shall not constitute a waiver of the rights to any continuing failure or breach or any subsequent failure or breach.

In no event shall the amount of interest due or payments in the nature of interest payable hereunder exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment is paid by the undersigned or received by the Holder, then such excess sum shall be credited as a payment of principal, unless the undersigned shall notify the Holder, in writing, that the undersigned elects to have such excess sum returned to it forthwith.



Time is of the essence under this Note, and the undersigned Maker agrees to pay all costs of collection including reasonable attorneys' fees. Reasonable attorneys' fees are defined to include, but not be limited to, all fees and costs, including court fees and costs, incurred in all matters of collection and enforcement, construction and interpretation, before, during, and after suit, trial, proceedings, writs, and appeals. Attorneys' fees shall also include hourly charges for paralegals, law clerks, and other staff members operating under the supervision of an attorney, as well as fees for private investigators, depositions, photocopies, mail and courier, travel, and telephone and telefax costs and tariffs.

The remedies of the Holder, as provided herein, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the Holder, and may be exercised as often as occasion therefore shall raise. No act of omission or commission of the Holder, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be affected only through a written document executed by the Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy, or recourse as to a subsequent event.

Any notice to be given or to be served upon any party in connection with this Note, must be in writing, and shall be deemed to have been given and received on the third (3rd) business day after a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail; and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed.

All persons or corporations or other entities now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for themselves, their heirs, legal representatives, successors, and assigns respectively, hereby (a) expressly waive presentment, demand for payment, notice of dishonor, protest, notice of non-payment or protest, and diligence in collection except as may be otherwise expressly provided; (b) consent that the time of all payments or any part thereof may be extended, rearranged, renewed, or postponed by the Holder of the Note and further consent that the collateral security or any part thereof may be released, exchanged, added to, or substituted for by the Holder, without modifying, altering, releasing, affecting, or limiting their respective liability or the effect of any security instrument; (c) agree that the Holder, in order to enforce payment of this Note, shall not be required first to institute any suit or to exhaust any of its remedies against the undersigned or any other person or party to become liable hereunder.

If more than one party shall execute this Note, the term "undersigned" as used herein, shall mean all parties signing this Note and each of them, who shall be jointly and severally obligated hereunder.

In this Note, whenever the context so requires, the neutral gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural.

All references herein to interest at the "maximum rate" shall mean "maximum legal contract rate".



This Note and the instruments securing it shall be deemed to be made and performed in, and shall be governed and construed in accordance with, the laws of the State of Texas, and shall be a sealed instrument.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed in its name on the day and year first above written.

DATED: March 9, 2009

Frishberg, Jordan & Kaleta Advisors

Maker's Name

Daniel Juskey CEO

Maker's Signature & Title

3050 Post Oak Blvd. Suite 1680, Houston, TX 77056

Maker's Address

## PROMISSORY NOTE

PRINCIPAL AMOUNT: USD \$59,000

CITY: Houston

STATE: Texas

DATE: March 24, 2009

FOR VALUE RECEIVED, the undersigned Maker promises to pay to the order of Kaleta Capital Management, Inc. (hereinafter referred to as "Payee"; Payee, together with any subsequent holder in due course of this Note or of any interest herein being hereinafter referred to as "Holder") at 4122 Waterview Court, Missouri City, TX 77459, or at such other place as the Holder may from time to time designate in writing, the principal sum of **Fifty Nine Thousand dollars (\$59,000)**, together with interest from the date hereof at a rate of fourteen percent (14%) per annum on the unpaid principal balance from time to time outstanding in accordance with the following provisions:

Commencing with the date of receipt, interest shall be accrued through the end of the quarter, March 31, 2009 and shall be payable on April 10, 2009, and each quarter thereafter.

Principal shall be repaid in three annual installments of nineteen thousand, six-hundred sixty-six dollars and sixty-seven cents (\$19,666.67) for first two payments and nineteen thousand, six-hundred sixty-six dollars and sixty-six cents (\$19,666.66) for the final payment, with the 1<sup>st</sup> payment due March 31, 2010, the second due on March 31, 2011 and the final due on March 31, 2012.

This Note may be prepaid in whole or in part at any time without penalty or premium. Payments shall be applied first to accrued interest, then to past due principal payments, then to current principal payment, and then to additional principal reduction.

The Holder shall additionally have the optional right to declare the amount of the total unpaid balance immediately due and payable, upon the failure of the undersigned Maker to pay, within thirty (30) days of the due date, any of the installments of interest and/or principal, or upon the occurrence of any event of default or failure to perform in accordance with any of the terms and conditions in any document executed and/or delivered in conjunction herewith. Forbearance to exercise this option with respect to any failure or breach of the undersigned shall not constitute a waiver of the rights to any continuing failure or breach or any subsequent failure or breach.

In no event shall the amount of interest due or payments in the nature of interest payable hereunder exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment is paid by the undersigned or received by the Holder, then such excess sum shall be credited as a payment of principal, unless the undersigned shall notify the Holder, in writing, that the undersigned elects to have such excess sum returned to it forthwith.

Time is of the essence under this Note, and the undersigned Maker agrees to pay all costs of collection including reasonable attorneys' fees. Reasonable attorneys' fees are defined to include, but not be limited to, all fees and costs, including court fees and costs, incurred in all matters of collection and enforcement, construction and interpretation, before, during, and after suit, trial, proceedings, writs, and appeals. Attorneys' fees shall also include hourly charges for paralegals, law clerks, and other staff members operating under the supervision of an attorney, as well as fees for private investigators, depositions, photocopies, mail and courier, travel, and telephone and telefax costs and tariffs.

The remedies of the Holder, as provided herein, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the Holder, and may be exercised as often as occasion therefore shall raise. No act of omission or commission of the Holder, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be affected only through a written document executed by the Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy, or recourse as to a subsequent event.

Any notice to be given or to be served upon any party in connection with this Note, must be in writing, and shall be deemed to have been given and received on the third (3rd) business day after a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail; and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed.

All persons or corporations or other entities now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for themselves, their heirs, legal representatives, successors, and assigns respectively, hereby (a) expressly waive presentment, demand for payment, notice of dishonor, protest, notice of non-payment or protest, and diligence in collection except as may be otherwise expressly provided; (b) consent that the time of all payments or any part thereof may be extended, rearranged, renewed, or postponed by the Holder of the Note and further consent that the collateral security or any part thereof may be released, exchanged, added to, or substituted for by the Holder, without modifying, altering, releasing, affecting, or limiting their respective liability or the effect of any security instrument; (c) agree that the Holder, in order to enforce payment of this Note, shall not be required first to institute any suit or to exhaust any of its remedies against the undersigned or any other person or party to become liable hereunder.

If more than one party shall execute this Note, the term "undersigned" as used herein, shall mean all parties signing this Note and each of them, who shall be jointly and severally obligated hereunder.

In this Note, whenever the context so requires, the neutral gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural.

All references herein to interest at the "maximum rate" shall mean "maximum legal contract rate".

This Note and the instruments securing it shall be deemed to be made and performed in, and shall be governed and construed in accordance with, the laws of the State of Texas, and shall be a sealed instrument.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed in its name on the day and year first above written.

DATED: 03-24-2009

Frishberg, Jordan & Kaleta Advisors

Maker's Name

Daniel Fusible - CEO

Maker's Signature & Title

3050 Post Oak Blvd. Suite 1680, Houston, TX 77056

Maker's Address

## PROMISSORY NOTE

PRINCIPAL AMOUNT: USD \$ 45,000.00

CITY: Houston

STATE: Texas

DATE: April 24, 2009

FOR VALUE RECEIVED, the undersigned Maker promises to pay to the order of **Kaleta Capital Management** (hereinafter referred to as "Payee"; Payee, together with any subsequent holder in due course of this Note or of any interest herein being hereinafter referred to as "Holder") at **4122 Waterview Court, Missouri City, TX 77459**, or at such other place as the Holder may from time to time designate in writing, the principal sum of **Forty-five Thousand** dollars (**\$45,000.00**), together with interest from the date hereof at a rate of six percent (6%) per annum on the unpaid principal balance from time to time outstanding in accordance with the following provisions:

Commencing with the date of receipt, interest shall be accrued through the end of the period, **April 23, 2010** and principal plus interest shall be due and payable on **April 23, 2010**.

This Note may be prepaid in whole or in part at any time without penalty or premium. Payments shall be applied first to accrued interest, then to past due principal payments, then to current principal payment, and then to additional principal reduction.

The Holder shall additionally have the optional right to declare the amount of the total unpaid balance immediately due and payable, upon the failure of the undersigned Maker to pay, within thirty (30) days of the due date, any of the installments of interest and/or principal, or upon the occurrence of any event of default or failure to perform in accordance with any of the terms and conditions in any document executed and/or delivered in conjunction herewith. Forbearance to exercise this option with respect to any failure or breach of the undersigned shall not constitute a waiver of the rights to any continuing failure or breach or any subsequent failure or breach.

In no event shall the amount of interest due or payments in the nature of interest payable hereunder exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment is paid by the undersigned or received by the Holder, then such excess sum shall be credited as a payment of principal, unless the undersigned shall notify the Holder, in writing, that the undersigned elects to have such excess sum returned to it forthwith.

Time is of the essence under this Note, and the undersigned Maker agrees to pay all costs of collection including reasonable attorneys' fees. Reasonable attorneys' fees are defined to include, but not be limited to, all fees and costs, including court fees and costs, incurred in all matters of collection and enforcement, construction and interpretation, before, during, and after suit, trial, proceedings, writs, and appeals. Attorneys' fees shall also include hourly charges for paralegals, law clerks, and other staff members operating under the supervision of an attorney,

as well as fees for private investigators, depositions, photocopies, mail and courier, travel, and telephone and telefax costs and tariffs.

The remedies of the Holder, as provided herein, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the Holder, and may be exercised as often as occasion therefore shall arise. No act of omission or commission of the Holder, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be affected only through a written document executed by the Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy, or recourse as to a subsequent event.

Any notice to be given or to be served upon any party in connection with this Note, must be in writing, and shall be deemed to have been given and received on the third (3rd) business day after a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail; and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed.

All persons or corporations or other entities now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for themselves, their heirs, legal representatives, successors, and assigns respectively, hereby (a) expressly waive presentment, demand for payment, notice of dishonor, protest, notice of non-payment or protest, and diligence in collection except as may be otherwise expressly provided; (b) consent that the time of all payments or any part thereof may be extended, rearranged, renewed, or postponed by the Holder of the Note and further consent that the collateral security or any part thereof may be released, exchanged, added to, or substituted for by the Holder, without modifying, altering, releasing, affecting, or limiting their respective liability or the effect of any security instrument; (c) agree that the Holder, in order to enforce payment of this Note, shall not be required first to institute any suit or to exhaust any of its remedies against the undersigned or any other person or party to become liable hereunder.

If more than one party shall execute this Note, the term "undersigned" as used herein, shall mean all parties signing this Note and each of them, who shall be jointly and severally obligated hereunder.

In this Note, whenever the context so requires, the neutral gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural.

All references herein to interest at the "maximum rate" shall mean "maximum legal contract rate".

This Note and the instruments securing it shall be deemed to be made and performed in, and shall be governed and construed in accordance with, the laws of the State of Texas, and shall be a sealed instrument.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed in its name on the day and year first above written.

DATED: 04-24-2009

Frishberg & Kaleta Capital Management

Maker's Name

Maker's Signature & Title

*Daniel Frushley* CEO

## PROMISSORY NOTE

PRINCIPAL AMOUNT: USD \$30,000

CITY: Houston

STATE: Texas

DATE: May 28, 2009

FOR VALUE RECEIVED, the undersigned Maker promises to pay to the order of Kaleta Capital Management, Inc. (hereinafter referred to as "Payee"; Payee, together with any subsequent holder in due course of this Note or of any interest herein being hereinafter referred to as "Holder") at 4122 Waterview Court, Missouri City, TX 77459, or at such other place as the Holder may from time to time designate in writing, the principal sum of **Thirty Thousand dollars (\$30,000)**, together with interest from the date hereof at a rate of twelve percent (12%) per annum on the unpaid principal balance from time to time outstanding in accordance with the following provisions:

Commencing with the date of receipt, interest shall be accrued through the end of the quarter, June 30, 2009 and shall be payable on July 10, 2009, and each quarter thereafter.

Principal shall be repaid in three annual installments of ten thousand dollars (\$10,000.00), with the 1<sup>st</sup> payment due April 30, 2009, the second due on April 30, 2010 and the final due on April 30, 2011.

This Note may be prepaid in whole or in part at any time without penalty or premium. Payments shall be applied first to accrued interest, then to past due principal payments, then to current principal payment, and then to additional principal reduction.

The Holder shall additionally have the optional right to declare the amount of the total unpaid balance immediately due and payable, upon the failure of the undersigned Maker to pay, within thirty (30) days of the due date, any of the installments of interest and/or principal, or upon the occurrence of any event of default or failure to perform in accordance with any of the terms and conditions in any document executed and/or delivered in conjunction herewith. Forbearance to exercise this option with respect to any failure or breach of the undersigned shall not constitute a waiver of the rights to any continuing failure or breach or any subsequent failure or breach.

In no event shall the amount of interest due or payments in the nature of interest payable hereunder exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment is paid by the undersigned or received by the Holder, then such excess sum shall be credited as a payment of principal, unless the undersigned shall notify the Holder, in writing, that the undersigned elects to have such excess sum returned to it forthwith.

Time is of the essence under this Note, and the undersigned Maker agrees to pay all costs of collection including reasonable attorneys' fees. Reasonable attorneys' fees are defined to include, but not be limited to, all fees and costs, including court fees and costs, incurred in all



matters of collection and enforcement, construction and interpretation, before, during, and after suit, trial, proceedings, writs, and appeals. Attorneys' fees shall also include hourly charges for paralegals, law clerks, and other staff members operating under the supervision of an attorney, as well as fees for private investigators, depositions, photocopies, mail and courier, travel, and telephone and telefax costs and tariffs.

The remedies of the Holder, as provided herein, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the Holder, and may be exercised as often as occasion therefore shall raise. No act of omission or commission of the Holder, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be affected only through a written document executed by the Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy, or recourse as to a subsequent event.

Any notice to be given or to be served upon any party in connection with this Note, must be in writing, and shall be deemed to have been given and received on the third (3rd) business day after a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail; and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed.

All persons or corporations or other entities now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for themselves, their heirs, legal representatives, successors, and assigns respectively, hereby (a) expressly waive presentment, demand for payment, notice of dishonor, protest, notice of non-payment or protest, and diligence in collection except as may be otherwise expressly provided; (b) consent that the time of all payments or any part thereof may be extended, rearranged, renewed, or postponed by the Holder of the Note and further consent that the collateral security or any part thereof may be released, exchanged, added to, or substituted for by the Holder, without modifying, altering, releasing, affecting, or limiting their respective liability or the effect of any security instrument; (c) agree that the Holder, in order to enforce payment of this Note, shall not be required first to institute any suit or to exhaust any of its remedies against the undersigned or any other person or party to become liable hereunder.

If more than one party shall execute this Note, the term "undersigned" as used herein, shall mean all parties signing this Note and each of them, who shall be jointly and severally obligated hereunder.

In this Note, whenever the context so requires, the neutral gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural.

All references herein to interest at the "maximum rate" shall mean "maximum legal contract rate".

This Note and the instruments securing it shall be deemed to be made and performed in, and shall be governed and construed in accordance with, the laws of the State of Texas, and shall be a sealed instrument.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed in its name on the day and year first above written.

DATED: 05 - 28 - 2009

Frishberg, Jordan, Stewart & Kaleta Advisors

Maker's Name

Daniel Fusible - CEO  
Maker's Signature & Title

3050 Post Oak Blvd. Suite 1680, Houston, TX 77056

Maker's Address

## PROMISSORY NOTE

PRINCIPAL AMOUNT: USD \$40,000

CITY: Houston

STATE: Texas

DATE: June 2, 2009

FOR VALUE RECEIVED, the undersigned Maker promises to pay to the order of Kaleta Capital Management, Inc. (hereinafter referred to as "Payee"; Payee, together with any subsequent holder in due course of this Note or of any interest herein being hereinafter referred to as "Holder") at 4122 Waterview Court, Missouri City, TX 77459, or at such other place as the Holder may from time to time designate in writing, the principal sum of **Forty Thousand dollars (\$40,000)**, together with interest from the date hereof at a rate of fourteen percent (14%) per annum on the unpaid principal balance from time to time outstanding in accordance with the following provisions:

Commencing with the date of receipt, interest shall be accrued through the end of the quarter, June 30, 2009 and shall be payable on July 10, 2009, and each quarter thereafter.

Principal shall be repaid in three annual installments of thirteen thousand, three-hundred thirty-three dollars and thirty-three cents (\$13,333.33) for first two payments and thirteen thousand, three-hundred thirty-three dollars and thirty-four cents (\$13,333.34) for the final payment with the 1<sup>st</sup> payment due June 30, 2010, the second due on June 30, 2011 and the final due on June 30, 2012.

This Note may be prepaid in whole or in part at any time without penalty or premium. Payments shall be applied first to accrued interest, then to past due principal payments, then to current principal payment, and then to additional principal reduction.

The Holder shall additionally have the optional right to declare the amount of the total unpaid balance immediately due and payable, upon the failure of the undersigned Maker to pay, within thirty (30) days of the due date, any of the installments of interest and/or principal, or upon the occurrence of any event of default or failure to perform in accordance with any of the terms and conditions in any document executed and/or delivered in conjunction herewith. Forbearance to exercise this option with respect to any failure or breach of the undersigned shall not constitute a waiver of the rights to any continuing failure or breach or any subsequent failure or breach.

In no event shall the amount of interest due or payments in the nature of interest payable hereunder exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment is paid by the undersigned or received by the Holder, then such excess sum shall be credited as a payment of principal, unless the undersigned shall notify the Holder, in writing, that the undersigned elects to have such excess sum returned to it forthwith.

Time is of the essence under this Note, and the undersigned Maker agrees to pay all costs of collection including reasonable attorneys' fees. Reasonable attorneys' fees are defined to include, but not be limited to, all fees and costs, including court fees and costs, incurred in all matters of collection and enforcement, construction and interpretation, before, during, and after suit, trial, proceedings, writs, and appeals. Attorneys' fees shall also include hourly charges for paralegals, law clerks, and other staff members operating under the supervision of an attorney, as well as fees for private investigators, depositions, photocopies, mail and courier, travel, and telephone and telefax costs and tariffs.

The remedies of the Holder, as provided herein, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the Holder, and may be exercised as often as occasion therefore shall raise. No act of omission or commission of the Holder, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be affected only through a written document executed by the Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy, or recourse as to a subsequent event.

Any notice to be given or to be served upon any party in connection with this Note, must be in writing, and shall be deemed to have been given and received on the third (3rd) business day after a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail; and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed.

All persons or corporations or other entities now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for themselves, their heirs, legal representatives, successors, and assigns respectively, hereby (a) expressly waive presentment, demand for payment, notice of dishonor, protest, notice of non-payment or protest, and diligence in collection except as may be otherwise expressly provided; (b) consent that the time of all payments or any part thereof may be extended, rearranged, renewed, or postponed by the Holder of the Note and further consent that the collateral security or any part thereof may be released, exchanged, added to, or substituted for by the Holder, without modifying, altering, releasing, affecting, or limiting their respective liability or the effect of any security instrument; (c) agree that the Holder, in order to enforce payment of this Note, shall not be required first to institute any suit or to exhaust any of its remedies against the undersigned or any other person or party to become liable hereunder.

If more than one party shall execute this Note, the term "undersigned" as used herein, shall mean all parties signing this Note and each of them, who shall be jointly and severally obligated hereunder.

In this Note, whenever the context so requires, the neutral gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural.

All references herein to interest at the "maximum rate" shall mean "maximum legal contract rate".

This Note and the instruments securing it shall be deemed to be made and performed in, and shall be governed and construed in accordance with, the laws of the State of Texas, and shall be a sealed instrument.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed in its name on the day and year first above written.

DATED: 06-02-2009

Frishberg, Jordan & Kaleta Advisors

Maker's Name

Donald Juskey - CEO

Maker's Signature & Title

3050 Post Oak Blvd. Suite 1680, Houston, TX 77056

Maker's Address

## PROMISSORY NOTE

PRINCIPAL AMOUNT: USD \$5,000

CITY: Houston

STATE: Texas

DATE: June 12, 2009

FOR VALUE RECEIVED, the undersigned Maker promises to pay to the order of Kaleta Capital Management, Inc. (hereinafter referred to as "Payee"; Payee, together with any subsequent holder in due course of this Note or of any interest herein being hereinafter referred to as "Holder") at 4122 Waterview Court, Missouri City, TX 77459, or at such other place as the Holder may from time to time designate in writing, the principal sum of **Five Thousand dollars (\$5,000)**, together with interest from the date hereof at a rate of fourteen percent (14%) per annum on the unpaid principal balance from time to time outstanding in accordance with the following provisions:

Commencing with the date of receipt, interest shall be accrued through the end of the quarter, June 30, 2009 and shall be payable on July 10, 2009, and each quarter thereafter.

Principal shall be repaid in three annual installments of one thousand, six-hundred sixty-six dollars and sixty-seven cents (\$1,666.67) for first two payments and one thousand, six-hundred sixty-six dollars and sixty-six cents (\$1,666.66) for the final payment with the 1<sup>st</sup> payment due June 30, 2010, the second due on June 30, 2011 and the final due on June 30, 2012.

This Note may be prepaid in whole or in part at any time without penalty or premium. Payments shall be applied first to accrued interest, then to past due principal payments, then to current principal payment, and then to additional principal reduction.

The Holder shall additionally have the optional right to declare the amount of the total unpaid balance immediately due and payable, upon the failure of the undersigned Maker to pay, within thirty (30) days of the due date, any of the installments of interest and/or principal, or upon the occurrence of any event of default or failure to perform in accordance with any of the terms and conditions in any document executed and/or delivered in conjunction herewith. Forbearance to exercise this option with respect to any failure or breach of the undersigned shall not constitute a waiver of the rights to any continuing failure or breach or any subsequent failure or breach.

In no event shall the amount of interest due or payments in the nature of interest payable hereunder exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment is paid by the undersigned or received by the Holder, then such excess sum shall be credited as a payment of principal, unless the undersigned shall notify the Holder, in writing, that the undersigned elects to have such excess sum returned to it forthwith.

Time is of the essence under this Note, and the undersigned Maker agrees to pay all costs of collection including reasonable attorneys' fees. Reasonable attorneys' fees are defined to include, but not be limited to, all fees and costs, including court fees and costs, incurred in all matters of collection and enforcement, construction and interpretation, before, during, and after suit, trial, proceedings, writs, and appeals. Attorneys' fees shall also include hourly charges for paralegals, law clerks, and other staff members operating under the supervision of an attorney, as well as fees for private investigators, depositions, photocopies, mail and courier, travel, and telephone and telefax costs and tariffs.

The remedies of the Holder, as provided herein, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the Holder, and may be exercised as often as occasion therefore shall raise. No act of omission or commission of the Holder, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be affected only through a written document executed by the Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy, or recourse as to a subsequent event.

Any notice to be given or to be served upon any party in connection with this Note, must be in writing, and shall be deemed to have been given and received on the third (3rd) business day after a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail; and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed.

All persons or corporations or other entities now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for themselves, their heirs, legal representatives, successors, and assigns respectively, hereby (a) expressly waive presentment, demand for payment, notice of dishonor, protest, notice of non-payment or protest, and diligence in collection except as may be otherwise expressly provided; (b) consent that the time of all payments or any part thereof may be extended, rearranged, renewed, or postponed by the Holder of the Note and further consent that the collateral security or any part thereof may be released, exchanged, added to, or substituted for by the Holder, without modifying, altering, releasing, affecting, or limiting their respective liability or the effect of any security instrument; (c) agree that the Holder, in order to enforce payment of this Note, shall not be required first to institute any suit or to exhaust any of its remedies against the undersigned or any other person or party to become liable hereunder.

If more than one party shall execute this Note, the term "undersigned" as used herein, shall mean all parties signing this Note and each of them, who shall be jointly and severally obligated hereunder.

In this Note, whenever the context so requires, the neutral gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural.

All references herein to interest at the "maximum rate" shall mean "maximum legal contract rate".

This Note and the instruments securing it shall be deemed to be made and performed in, and shall be governed and construed in accordance with, the laws of the State of Texas, and shall be a sealed instrument.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed in its name on the day and year first above written.

DATED: June 12, 2009

Frishberg, Jordan & Kaleta Advisors

Maker's Name

Daniel Juskey CEO

Maker's Signature & Title

3050 Post Oak Blvd. Suite 1680, Houston, TX 77056

Maker's Address



## PROMISSORY NOTE

PRINCIPAL AMOUNT: USD \$42,000

CITY: Houston

STATE: Texas

DATE: June 15, 2009

FOR VALUE RECEIVED, the undersigned Maker promises to pay to the order of Kaleta Capital Management, Inc. (hereinafter referred to as "Payee"; Payee, together with any subsequent holder in due course of this Note or of any interest herein being hereinafter referred to as "Holder") at 4122 Waterview Court, Missouri City, TX 77459, or at such other place as the Holder may from time to time designate in writing, the principal sum of **Forty Two Thousand dollars (\$42,000)**, together with interest from the date hereof at a rate of fourteen percent (14%) per annum on the unpaid principal balance from time to time outstanding in accordance with the following provisions:

Commencing with the date of receipt, interest shall be accrued through the end of the quarter, June 30, 2009 and shall be payable on July 10, 2009, and each quarter thereafter.

Principal shall be repaid in three annual installments of fourteen thousand dollars and no cents (\$14,000.00) each with the 1<sup>st</sup> payment due June 30, 2010, the second due on June 30, 2011 and the final due on June 30, 2012.

This Note may be prepaid in whole or in part at any time without penalty or premium. Payments shall be applied first to accrued interest, then to past due principal payments, then to current principal payment, and then to additional principal reduction.

The Holder shall additionally have the optional right to declare the amount of the total unpaid balance immediately due and payable, upon the failure of the undersigned Maker to pay, within thirty (30) days of the due date, any of the installments of interest and/or principal, or upon the occurrence of any event of default or failure to perform in accordance with any of the terms and conditions in any document executed and/or delivered in conjunction herewith. Forbearance to exercise this option with respect to any failure or breach of the undersigned shall not constitute a waiver of the rights to any continuing failure or breach or any subsequent failure or breach.

In no event shall the amount of interest due or payments in the nature of interest payable hereunder exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment is paid by the undersigned or received by the Holder, then such excess sum shall be credited as a payment of principal, unless the undersigned shall notify the Holder, in writing, that the undersigned elects to have such excess sum returned to it forthwith.

Time is of the essence under this Note, and the undersigned Maker agrees to pay all costs of collection including reasonable attorneys' fees. Reasonable attorneys' fees are defined to include, but not be limited to, all fees and costs, including court fees and costs, incurred in all

matters of collection and enforcement, construction and interpretation, before, during, and after suit, trial, proceedings, writs, and appeals. Attorneys' fees shall also include hourly charges for paralegals, law clerks, and other staff members operating under the supervision of an attorney, as well as fees for private investigators, depositions, photocopies, mail and courier, travel, and telephone and telefax costs and tariffs.

The remedies of the Holder, as provided herein, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the Holder, and may be exercised as often as occasion therefore shall raise. No act of omission or commission of the Holder, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be affected only through a written document executed by the Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy, or recourse as to a subsequent event.

Any notice to be given or to be served upon any party in connection with this Note, must be in writing, and shall be deemed to have been given and received on the third (3rd) business day after a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail; and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed.

All persons or corporations or other entities now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for themselves, their heirs, legal representatives, successors, and assigns respectively, hereby (a) expressly waive presentment, demand for payment, notice of dishonor, protest, notice of non-payment or protest, and diligence in collection except as may be otherwise expressly provided; (b) consent that the time of all payments or any part thereof may be extended, rearranged, renewed, or postponed by the Holder of the Note and further consent that the collateral security or any part thereof may be released, exchanged, added to, or substituted for by the Holder, without modifying, altering, releasing, affecting, or limiting their respective liability or the effect of any security instrument; (c) agree that the Holder, in order to enforce payment of this Note, shall not be required first to institute any suit or to exhaust any of its remedies against the undersigned or any other person or party to become liable hereunder.

If more than one party shall execute this Note, the term "undersigned" as used herein, shall mean all parties signing this Note and each of them, who shall be jointly and severally obligated hereunder.

In this Note, whenever the context so requires, the neutral gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural.

All references herein to interest at the "maximum rate" shall mean "maximum legal contract rate".

This Note and the instruments securing it shall be deemed to be made and performed in, and shall be governed and construed in accordance with, the laws of the State of Texas, and shall be a sealed instrument.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed in its name on the day and year first above written.

DATED: 06-15-2009

Frishberg, Jordan & Kaleta Advisors

Maker's Name

*Daniel Fusible CEO*

Maker's Signature & Title

3050 Post Oak Blvd. Suite 1680, Houston, TX 77056

Maker's Address