

Promissory Note

Amount: \$37,500.00

Date: June 4, 2010

For value received, Henry P. Rosenblum, 18 Brandon Ridge Drive, Atlanta, GA 30378 ("Borrower") hereby covenants and promises to pay to Thomas J. Manger, 210 Chason Wood Way, Roswell, GA 30076 ("Lender") Thirty Seven Thousand, Five Hundred Dollars (\$37,500.00) in lawful money of the United States of America, together with interest thereon computed from the date hereof at the rate of eight percent (.08%) per annum, on an actual day/365 day basis. All interest, principal, and other costs hereunder shall be due and payable to the holder ("Holder") of this Promissory Note (this "Note") on or before May 31, 2012 (the "Due Date").

Payments of principal and interest will be made in legal tender of the United States of America. Borrower shall have the right to prepay without penalty all or any part of the unpaid balance of this Note at any time. Borrower shall not be entitled to re-borrow any prepaid amounts of the principal, interest, or other costs or charges. All payments made pursuant to this Note will be first applied to accrued and unpaid interest, if any, then to other proper charges under this Note, and the balance, if any, to principal.

This Note shall be paid as follows: Twenty four (24) monthly payments of \$1,812.50 shall be made upon this Note on the first day of each month, commencing with the date of January 1, 2011, and shall continue until December 31, 2012. (the "Repayment Date"), at which time all sums due hereunder shall be paid. Payments are calculated as follows:

* Payment due date can be deferred. Thomas Manger and Hank Rosenblum will determine c.

Principal amount \$37,500.00

Annual interest @ 8% \$3,000.00/yr

Two (2) year interest = \$6,000.00

Total of Payments = \$43,500.00

Twenty four (24) monthly payments of \$1812.50

* This Promissory note guarantees the sale of LLC interest in Southern Ments, LLC to Henry Rosenblum

Notwithstanding anything in this Note to the contrary, the entire unpaid principal amount of this Note, together with all accrued but unpaid interest thereon and other unpaid charges hereunder, will become immediately all due and payable without further notice at the option of the Lender if Borrower fails to timely make any payment hereunder when such payment becomes first due and such failure continues for a period of ten days. All requirements for written notices from the Lender to the Borrower is waived by the Borrower as part of this Agreement.

from Thomas Manger

If any amount payable to the Lender under this Note is not received by the Lender on or before the Due Date, then such amount (the "Delinquent Amount") will bear interest from and after the Due Date until paid at an annual rate of interest equal to the greater of (i) fifteen percent (15%) or (ii) the maximum rate then permitted by law (the "Default Rate"). If the maximum rate then permitted by law is lower than 15%, the maximum legal rate shall be the Default Rate.

All rights, remedies, undertakings, obligations, options, covenants, conditions, and agreements contained in this Note are cumulative and no one of them will be exclusive of any other. Any notice to any party concerning this Note will be delivered to the following address:

Lender

Thomas J. Manger

210 Chason Wood Way

Roswell, GA 30076

Mail to: tmanger@bellsouth.net

Borrower

Henry P. Rosenblum

18 Brandon Ridge Drive

Atlanta, GA 30378

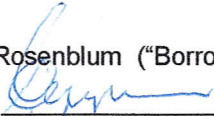
Mail to: hankrosenblum@hotmail.com

Borrower for itself and its legal representatives, successors, and assigns expressly waives presentment, protest, demand, notice of dishonor, notice of nonpayment, notice of maturity, notice of protest, presentment for the purpose of accelerating maturity, and diligence in collection, and consents that Holder may extend the time for payment or otherwise modify the terms of payment or any part or the whole of the debt evidenced hereby.

The prevailing party in any action, litigation, or proceeding, including any appeal or the collection of any judgment concerning this Note, will be awarded, in addition to any damages, injunctions, or other relief, and without regard to whether or not such matter be prosecuted to final judgment, such party's costs and expenses, including reasonable attorneys' fees, and Lender shall be entitled to recover all of its attorneys' fees and costs should Lender place this Note in the hands of an attorney for collection.

Security on this Promissory Note shall consist of any and all of the Assets of the Borrower, his Successors, Executor, Heirs, and Assigns;

Henry P. Rosenblum ("Borrower")

Signature 

Date 6/4/10

Witnessed by 

Date 6/4/2010