

Loans from Dennis Conforto to Shop A-Z.Com through 12/31/2001

TAXPAYER EXHIBIT

B8

October 26, 2011  
Dennis A. Conforto  
522443, 528754

	Loan	Subtotal
Loan Date	Amount	By Year
3/27/1999	28,320.70	
4/27/1999	32,518.03	
5/27/1999	41,011.09	
6/27/1999	28,282.79	
7/27/1999	6,730.98	
8/27/1999	1,987.98	
9/27/1999	27,166.31	
10/27/1999	79,171.75	
11/27/1999	96,030.50	
12/27/1999	7,871.48	<b>349,091.61</b>
1/27/2000	2,462.02	
3/1/2000	67,298.71	
4/28/2000	55,000.00	
5/3/2000	75,000.00	
7/31/2000	1,000,000.00	
9/21/2000	150,000.00	
10/19/2000	150,000.00	
11/30/2000	50,000.00	
12/28/2000	50,000.00	<b>1,599,760.73</b>
1/31/2001	109,424.08	
2/28/2001	49,017.68	
3/30/2001	58,000.00	
4/30/2001	8,503.35	
5/30/2001	70,000.00	
6/30/2001	14,576.93	
7/30/2001	72,000.00	
8/31/2001	50,000.00	
9/30/2001	No Loan	
10/31/2001	15,727.57	
11/30/2001	61,915.26	
12/31/2001	226.24	<b>509,391.11</b>
	<b>Total</b>	<b>2,458,243.45</b>

EXHIBIT B  
PAGE 1

DEMAND PROMISSORY NOTE

\$ 28,320.70

Date: March 27, 1999

FOR VALUE RECEIVED, SHOPA-Z.COM, INC., a California corporation ("Maker"), promises to pay to Dennis Conforto ("Payee"), the principal sum of \$28,320.70 with interest thereon, in accordance with the terms and conditions of this promissory note ("Note"). The unpaid portion of the principal balance of this Note shall bear simple interest until paid in full, at an annual rate of twelve percent, accrued from the date of this Note.

This Note, including the entire principal balance and the entire balance of all accrued and previously unpaid interest, shall be due and payable in full at any time upon the written demand of Payee.

In the event Maker defaults in the timely payment of any amount due hereunder, Payee may, at any time thereafter, without demand, presentment, protest, notice of protest, notice of maturity or non-payment, notice of dishonor, or any other notices or demands whatsoever in connection with the delivery, acceptance, performance, default, endorsement, or guaranty of this Note, accelerate the unpaid balance of all amounts owing hereunder, and declare such unpaid balance immediately due and payable.

Maker agrees and promises to pay all of Payee's reasonable attorneys' fees and other costs and expenses incurred by Payee with respect to collection, suit, or other proceedings to enforce this Note.

No delay or omissions on the part of Payee in exercising any rights under, or failure to insist upon prompt compliance with the terms of this Note shall operate as a waiver of any right hereunder.

This Note may be prepaid in whole or in part at any time without penalty. Upon full payment hereof, this Note shall be canceled by the holder and returned to Maker.

If any payments made hereunder are held to be in excess of the applicable limits imposed by the usury laws of the State of California, it is agreed that any such amount held to be in excess shall be considered payment of principal hereunder, and the indebtedness evidenced hereby shall be reduced by such amount so that the total liability for payments in the nature of interest shall not exceed the applicable limits imposed by the usury laws of the State of California.

EXHIBIT B  
PAGE 2

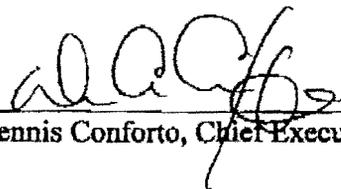
All of the covenants, stipulations, promises and agreements by or on behalf of Maker contained in this Note shall be deemed material and shall bind its successors and assigns, whether so expressed or not.

Time is of the essence of each obligation of Maker hereunder.

The provisions of this Note are intended to be severable. If any provision of this Note is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, such determination shall not affect any of the other provisions of this Note, which other provisions shall remain binding and enforceable.

This Note has been executed and delivered, and is to be performed in the State of California, and the laws of such state shall govern the validity, construction, enforcement and interpretation of this Note.

SHOPA-Z.COM, INC.  
a California corporation

By:   
Dennis Conforto, Chief Executive Officer

DEMAND PROMISSORY NOTE

\$ 32,518.03

Date: April 27, 1999

FOR VALUE RECEIVED, SHOPA-Z.COM, INC., a California corporation ("Maker"), promises to pay to Dennis Conforto ("Payee"), the principal sum of \$32,418.03 with interest thereon, in accordance with the terms and conditions of this promissory note ("Note"). The unpaid portion of the principal balance of this Note shall bear simple interest until paid in full, at an annual rate of twelve percent, accrued from the date of this Note.

This Note, including the entire principal balance and the entire balance of all accrued and previously unpaid interest, shall be due and payable in full at any time upon the written demand of Payee.

In the event Maker defaults in the timely payment of any amount due hereunder, Payee may, at any time thereafter, without demand, presentment, protest, notice of protest, notice of maturity or non-payment, notice of dishonor, or any other notices or demands whatsoever in connection with the delivery, acceptance, performance, default, endorsement, or guaranty of this Note, accelerate the unpaid balance of all amounts owing hereunder, and declare such unpaid balance immediately due and payable.

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EXHIBIT B  
PAGE 4

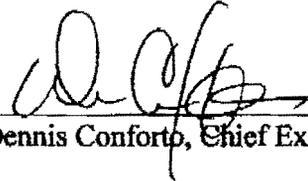
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SHOPA-Z.COM, INC.  
a California corporation

By:   
Dennis Conforto, Chief Executive Officer

DEMAND PROMISSORY NOTE

\$ 41,011.09

Date: May 27, 1999

FOR VALUE RECEIVED, SHOPA-Z.COM, INC., a California corporation ("Maker"), promises to pay to Dennis Conforto ("Payee"), the principal sum of \$41,011.09 with interest thereon, in accordance with the terms and conditions of this promissory note ("Note"). The unpaid portion of the principal balance of this Note shall bear simple interest until paid in full, at an annual rate of twelve percent, accrued from the date of this Note. ---

This Note, including the entire principal balance and the entire balance of all accrued and previously unpaid interest, shall be due and payable in full at any time upon the written demand of Payee.

In the event Maker defaults in the timely payment of any amount due hereunder, Payee may, at any time thereafter, without demand, presentment, protest, notice of protest, notice of maturity or non-payment, notice of dishonor, or any other notices or demands whatsoever in connection with the delivery, acceptance, performance, default, endorsement, or guaranty of this Note, accelerate the unpaid balance of all amounts owing hereunder, and declare such unpaid balance immediately due and payable.

Maker agrees and promises to pay all of Payee's reasonable attorneys' fees and other costs and expenses incurred by Payee with respect to collection, suit, or other proceedings to enforce this Note.

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If any payments made hereunder are held to be in excess of the applicable limits imposed by the usury laws of the State of California, it is agreed that any such amount held to be in excess shall be considered payment of principal hereunder, and the indebtedness evidenced hereby shall be reduced by such amount so that the total liability for payments in the nature of interest shall not exceed the applicable limits imposed by the usury laws of the State of California.

EXHIBIT B  
PAGE 6

All of the covenants, stipulations, promises and agreements by or on behalf of Maker contained in this Note shall be deemed material and shall bind its successors and assigns, whether so expressed or not.

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SHOPA-Z.COM, INC.  
a California corporation

By:   
Dennis Conforto, Chief Executive Officer

DEMAND PROMISSORY NOTE

\$ 28,282.79

Date: June 27, 1999

FOR VALUE RECEIVED, SHOPA-Z.COM, INC., a California corporation ("Maker"), promises to pay to Dennis Conforto ("Payee"), the principal sum of \$28,282.79 with interest thereon, in accordance with the terms and conditions of this promissory note ("Note"). The unpaid portion of the principal balance of this Note shall bear simple interest until paid in full, at an annual rate of twelve percent, accrued from the date of this Note.

This Note, including the entire principal balance and the entire balance of all accrued and previously unpaid interest, shall be due and payable in full at any time upon the written demand of Payee.

In the event Maker defaults in the timely payment of any amount due hereunder, Payee may, at any time thereafter, without demand, presentment, protest, notice of protest, notice of maturity or non-payment, notice of dishonor, or any other notices or demands whatsoever in connection with the delivery, acceptance, performance, default, endorsement, or guaranty of this Note, accelerate the unpaid balance of all amounts owing hereunder, and declare such unpaid balance immediately due and payable.

Maker agrees and promises to pay all of Payee's reasonable attorneys' fees and other costs and expenses incurred by Payee with respect to collection, suit, or other proceedings to enforce this Note.

No delay or omissions on the part of Payee in exercising any rights under, or failure to insist upon prompt compliance with the terms of this Note shall operate as a waiver of any right hereunder.

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If any payments made hereunder are held to be in excess of the applicable limits imposed by the usury laws of the State of California, it is agreed that any such amount held to be in excess shall be considered payment of principal hereunder, and the indebtedness evidenced hereby shall be reduced by such amount so that the total liability for payments in the nature of interest shall not exceed the applicable limits imposed by the usury laws of the State of California.

EXHIBIT B  
PAGE 8

All of the covenants, stipulations, promises and agreements by or on behalf of Maker contained in this Note shall be deemed material and shall bind its successors and assigns, whether so expressed or not.

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SHOPA-Z.COM, INC.  
a California corporation

By:   
Dennis Conforto, Chief Executive Officer

DEMAND PROMISSORY NOTE

\$ 6,730.98

Date: July 27, 1999

FOR VALUE RECEIVED, SHOPA-Z.COM, INC., a California corporation ("Maker"), promises to pay to Dennis Conforto ("Payee"), the principal sum of \$6,730.98 with interest thereon, in accordance with the terms and conditions of this promissory note ("Note"). The unpaid portion of the principal balance of this Note shall bear simple interest until paid in full, at an annual rate of twelve percent, accrued from the date of this Note.

This Note, including the entire principal balance and the entire balance of all accrued and previously unpaid interest, shall be due and payable in full at any time upon the written demand of Payee.

In the event Maker defaults in the timely payment of any amount due hereunder, Payee may, at any time thereafter, without demand, presentment, protest, notice of protest, notice of maturity or non-payment, notice of dishonor, or any other notices or demands whatsoever in connection with the delivery, acceptance, performance, default, endorsement, or guaranty of this Note, accelerate the unpaid balance of all amounts owing hereunder, and declare such unpaid balance immediately due and payable.

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EXHIBIT B  
PAGE 10

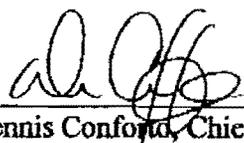
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SHOPA-Z.COM, INC.  
a California corporation

By:   
Dennis Conforti, Chief Executive Officer

DEMAND PROMISSORY NOTE

\$ 1,987.98

Date: August 27, 1999

FOR VALUE RECEIVED, SHOPA-Z.COM, INC., a California corporation ("Maker"), promises to pay to Dennis Conforto ("Payee"), the principal sum of \$1,987.98 with interest thereon, in accordance with the terms and conditions of this promissory note ("Note"). The unpaid portion of the principal balance of this Note shall bear simple interest until paid in full, at an annual rate of twelve percent, accrued from the date of this Note.

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EXHIBIT B  
PAGE 12

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SHOPA-Z.COM, INC.  
a California corporation

By:   
Dennis Conforto, Chief Executive Officer

DEMAND PROMISSORY NOTE

\$ 27,166.31

Date: September 27, 1999

FOR VALUE RECEIVED, SHOPA-Z.COM, INC., a California corporation ("Maker"), promises to pay to Dennis Conforto ("Payee"), the principal sum of \$27,166.31 with interest thereon, in accordance with the terms and conditions of this promissory note ("Note"). The unpaid portion of the principal balance of this Note shall bear simple interest until paid in full, at an annual rate of twelve percent, accrued from the date of this Note.

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EXHIBIT B  
PAGE 14

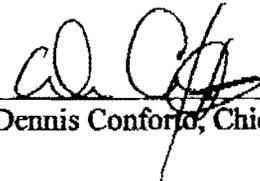
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SHOPA-Z.COM, INC.  
a California corporation

By:   
Dennis Conforto, Chief Executive Officer

## DEMAND PROMISSORY NOTE

\$ 79,171.75

Date: October 27, 1999

FOR VALUE RECEIVED, SHOPA-Z.COM, INC., a California corporation ("Maker"), promises to pay to Dennis Conforto ("Payee"), the principal sum of \$79,171.75 with interest thereon, in accordance with the terms and conditions of this promissory note ("Note"). The unpaid portion of the principal balance of this Note shall bear simple interest until paid in full, at an annual rate of twelve percent, accrued from the date of this Note.

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EXHIBIT B

PAGE 16

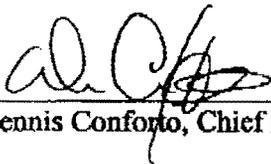
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SHOPA-Z.COM, INC.  
a California corporation

By:   
Dennis Conforto, Chief Executive Officer

DEMAND PROMISSORY NOTE

\$ 96,030.50

Date: November 27, 1999

FOR VALUE RECEIVED, SHOPA-Ž.COM, INC., a California corporation ("Maker"), promises to pay to Dennis Conforto ("Payee"), the principal sum of \$96,030.50 with interest thereon, in accordance with the terms and conditions of this promissory note ("Note"). The unpaid portion of the principal balance of this Note shall bear simple interest until paid in full, at an annual rate of twelve percent, accrued from the date of this Note.

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EXHIBIT B  
PAGE 18

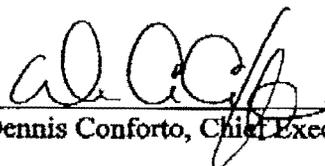
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SHOPA-Z.COM, INC.  
a California corporation

By:   
Dennis Conforto, Chief Executive Officer

DEMAND PROMISSORY NOTE

\$ 7,871.48

Date: December 27, 1999

FOR VALUE RECEIVED, SHOPA-Z.COM, INC., a California corporation ("Maker"), promises to pay to Dennis Conforto ("Payee"), the principal sum of \$7,871.48 with interest thereon, in accordance with the terms and conditions of this promissory note ("Note"). The unpaid portion of the principal balance of this Note shall bear simple interest until paid in full, at an annual rate of twelve percent, accrued from the date of this Note.

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EXHIBIT B  
PAGE 20

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SHOPA-Z.COM, INC.  
a California corporation

By:   
Dennis Conforti, Chief Executive Officer

DEMAND PROMISSORY NOTE

\$ 2,462.02

Date: February 27, 2000

FOR VALUE RECEIVED, SHOPA-Z.COM, INC., a California corporation ("Maker"), promises to pay to Dennis Conforto ("Payee"), the principal sum of \$2,462.02 with interest thereon, in accordance with the terms and conditions of this promissory note ("Note"). The unpaid portion of the principal balance of this Note shall bear simple interest until paid in full, at an annual rate of twelve percent, accrued from the date of this Note.

This Note, including the entire principal balance and the entire balance of all accrued and previously unpaid interest, shall be due and payable in full at any time upon the written demand of Payee.

In the event Maker defaults in the timely payment of any amount due hereunder, Payee may, at any time thereafter, without demand, presentment, protest, notice of protest, notice of maturity or non-payment, notice of dishonor, or any other notices or demands whatsoever in connection with the delivery, acceptance, performance, default, endorsement, or guaranty of this Note, accelerate the unpaid balance of all amounts owing hereunder, and declare such unpaid balance immediately due and payable.

Maker agrees and promises to pay all of Payee's reasonable attorneys' fees and other costs and expenses incurred by Payee with respect to collection, suit, or other proceedings to enforce this Note.

No delay or omissions on the part of Payee in exercising any rights under, or failure to insist upon prompt compliance with the terms of this Note shall operate as a waiver of any right hereunder.

This Note may be prepaid in whole or in part at any time without penalty. Upon full payment hereof, this Note shall be canceled by the holder and returned to Maker.

If any payments made hereunder are held to be in excess of the applicable limits imposed by the usury laws of the State of California, it is agreed that any such amount held to be in excess shall be considered payment of principal hereunder, and the indebtedness evidenced hereby shall be reduced by such amount so that the total liability for payments in the nature of interest shall not exceed the applicable limits imposed by the usury laws of the State of California.

EXHIBIT B  
PAGE 22

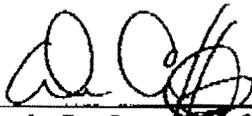
All of the covenants, stipulations, promises and agreements by or on behalf of Maker contained in this Note shall be deemed material and shall bind its successors and assigns, whether so expressed or not.

Time is of the essence of each obligation of Maker hereunder.

The provisions of this Note are intended to be severable. If any provision of this Note is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, such determination shall not affect any of the other provisions of this Note, which other provisions shall remain binding and enforceable.

This Note has been executed and delivered, and is to be performed in the State of California, and the laws of such state shall govern the validity, construction, enforcement and interpretation of this Note.

SHOPA-Z.COM, INC.  
a California corporation

By:   
\_\_\_\_\_  
Dennis Conforto / Chief Executive Officer

DEMAND PROMISSORY NOTE

\$ 67,298.71

Date: March 1, 2000

FOR VALUE RECEIVED, SHOPA-Z.COM, INC., a California corporation ("Maker"), promises to pay to Dennis Conforto ("Payee"), the principal sum of \$67,298.71 with interest thereon, in accordance with the terms and conditions of this promissory note ("Note"). The unpaid portion of the principal balance of this Note shall bear simple interest until paid in full, at an annual rate of twelve percent, accrued from the date of this Note.

This Note, including the entire principal balance and the entire balance of all accrued and previously unpaid interest, shall be due and payable in full at any time upon the written demand of Payee.

In the event Maker defaults in the timely payment of any amount due hereunder, Payee may, at any time thereafter, without demand, presentment, protest, notice of protest, notice of maturity or non-payment, notice of dishonor, or any other notices or demands whatsoever in connection with the delivery, acceptance, performance, default, endorsement, or guaranty of this Note, accelerate the unpaid balance of all amounts owing hereunder, and declare such unpaid balance immediately due and payable.

Maker agrees and promises to pay all of Payee's reasonable attorneys' fees and other costs and expenses incurred by Payee with respect to collection, suit, or other proceedings to enforce this Note.

No delay or omissions on the part of Payee in exercising any rights under, or failure to insist upon prompt compliance with the terms of this Note shall operate as a waiver of any right hereunder.

This Note may be prepaid in whole or in part at any time without penalty. Upon full payment hereof, this Note shall be canceled by the holder and returned to Maker.

If any payments made hereunder are held to be in excess of the applicable limits imposed by the usury laws of the State of California, it is agreed that any such amount held to be in excess shall be considered payment of principal hereunder, and the indebtedness evidenced hereby shall be reduced by such amount so that the total liability for payments in the nature of interest shall not exceed the applicable limits imposed by the usury laws of the State of California.

EXHIBIT B  
PAGE 24

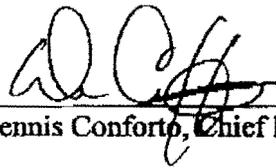
All of the covenants, stipulations, promises and agreements by or on behalf of Maker contained in this Note shall be deemed material and shall bind its successors and assigns, whether so expressed or not.

Time is of the essence of each obligation of Maker hereunder.

The provisions of this Note are intended to be severable. If any provision of this Note is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, such determination shall not affect any of the other provisions of this Note, which other provisions shall remain binding and enforceable.

This Note has been executed and delivered, and is to be performed in the State of California, and the laws of such state shall govern the validity, construction, enforcement and interpretation of this Note.

SHOPA-Z.COM, INC.  
a California corporation

By: 

\_\_\_\_\_  
Dennis Conforto, Chief Executive Officer

DEMAND PROMISSORY NOTE

\$ 55,000.00

Date: April 28, 2000

FOR VALUE RECEIVED, SHOPA-Z.COM, INC., a California corporation ("Maker"), promises to pay to Dennis Conforto ("Payee"), the principal sum of \$55,000.00 with interest thereon, in accordance with the terms and conditions of this promissory note ("Note"). The unpaid portion of the principal balance of this Note shall bear simple interest until paid in full, at an annual rate of twelve percent, accrued from the date of this Note.

This Note, including the entire principal balance and the entire balance of all accrued and previously unpaid interest, shall be due and payable in full at any time upon the written demand of Payee.

In the event Maker defaults in the timely payment of any amount due hereunder, Payee may, at any time thereafter, without demand, presentment, protest, notice of protest, notice of maturity or non-payment, notice of dishonor, or any other notices or demands whatsoever in connection with the delivery, acceptance, performance, default, endorsement, or guaranty of this Note, accelerate the unpaid balance of all amounts owing hereunder, and declare such unpaid balance immediately due and payable.

Maker agrees and promises to pay all of Payee's reasonable attorneys' fees and other costs and expenses incurred by Payee with respect to collection, suit, or other proceedings to enforce this Note.

No delay or omissions on the part of Payee in exercising any rights under, or failure to insist upon prompt compliance with the terms of this Note shall operate as a waiver of any right hereunder.

This Note may be prepaid in whole or in part at any time without penalty. Upon full payment hereof, this Note shall be canceled by the holder and returned to Maker.

If any payments made hereunder are held to be in excess of the applicable limits imposed by the usury laws of the State of California, it is agreed that any such amount held to be in excess shall be considered payment of principal hereunder, and the indebtedness evidenced hereby shall be reduced by such amount so that the total liability for payments in the nature of interest shall not exceed the applicable limits imposed by the usury laws of the State of California.

EXHIBIT B  
PAGE 26

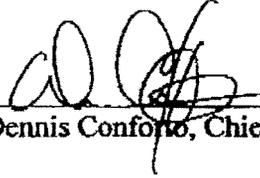
All of the covenants, stipulations, promises and agreements by or on behalf of Maker contained in this Note shall be deemed material and shall bind its successors and assigns, whether so expressed or not.

Time is of the essence of each obligation of Maker hereunder.

The provisions of this Note are intended to be severable. If any provision of this Note is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, such determination shall not affect any of the other provisions of this Note, which other provisions shall remain binding and enforceable.

This Note has been executed and delivered, and is to be performed in the State of California, and the laws of such state shall govern the validity, construction, enforcement and interpretation of this Note.

SHOPA-Z.COM, INC.  
a California corporation

By:   
Dennis Conforto, Chief Executive Officer

DEMAND PROMISSORY NOTE

\$ 75,000.00

Date: May 3, 2000

FOR VALUE RECEIVED, SHOPA-Z.COM, INC., a California corporation ("Maker"), promises to pay to Dennis Conforto ("Payee"), the principal sum of \$75,000.00 with interest thereon, in accordance with the terms and conditions of this promissory note ("Note"). The unpaid portion of the principal balance of this Note shall bear simple interest until paid in full, at an annual rate of twelve percent, accrued from the date of this Note.

This Note, including the entire principal balance and the entire balance of all accrued and previously unpaid interest, shall be due and payable in full at any time upon the written demand of Payee.

In the event Maker defaults in the timely payment of any amount due hereunder, Payee may, at any time thereafter, without demand, presentment, protest, notice of protest, notice of maturity or non-payment, notice of dishonor, or any other notices or demands whatsoever in connection with the delivery, acceptance, performance, default, endorsement, or guaranty of this Note, accelerate the unpaid balance of all amounts owing hereunder, and declare such unpaid balance immediately due and payable.

Maker agrees and promises to pay all of Payee's reasonable attorneys' fees and other costs and expenses incurred by Payee with respect to collection, suit, or other proceedings to enforce this Note.

No delay or omissions on the part of Payee in exercising any rights under, or failure to insist upon prompt compliance with the terms of this Note shall operate as a waiver of any right hereunder.

This Note may be prepaid in whole or in part at any time without penalty. Upon full payment hereof, this Note shall be canceled by the holder and returned to Maker.

If any payments made hereunder are held to be in excess of the applicable limits imposed by the usury laws of the State of California, it is agreed that any such amount held to be in excess shall be considered payment of principal hereunder, and the indebtedness evidenced hereby shall be reduced by such amount so that the total liability for payments in the nature of interest shall not exceed the applicable limits imposed by the usury laws of the State of California.

EXHIBIT B  
PAGE 28

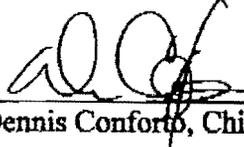
All of the covenants, stipulations, promises and agreements by or on behalf of Maker contained in this Note shall be deemed material and shall bind its successors and assigns, whether so expressed or not.

Time is of the essence of each obligation of Maker hereunder.

The provisions of this Note are intended to be severable. If any provision of this Note is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, such determination shall not affect any of the other provisions of this Note, which other provisions shall remain binding and enforceable.

This Note has been executed and delivered, and is to be performed in the State of California, and the laws of such state shall govern the validity, construction, enforcement and interpretation of this Note.

SHOPA-Z.COM, INC.  
a California corporation

By:   
Dennis Conforto, Chief Executive Officer

DEMAND PROMISSORY NOTE

\$ 1,000,000.00

Date: July 31, 2000

FOR VALUE RECEIVED, SHOPA-2.COM, INC., a California corporation ("Maker"), promises to pay to Dennis Conforto ("Payee"), the principal sum of \$1,000,000.00 with interest thereon, in accordance with the terms and conditions of this promissory note ("Note"). The unpaid portion of the principal balance of this Note shall bear simple interest until paid in full, at an annual rate of twelve percent, accrued from the date of this Note.

This Note, including the entire principal balance and the entire balance of all accrued and previously unpaid interest, shall be due and payable in full at any time upon the written demand of Payee.

In the event Maker defaults in the timely payment of any amount due hereunder, Payee may, at any time thereafter, without demand, presentment, protest, notice of protest, notice of maturity or non-payment, notice of dishonor, or any other notices or demands whatsoever in connection with the delivery, acceptance, performance, default, endorsement, or guaranty of this Note, accelerate the unpaid balance of all amounts owing hereunder, and declare such unpaid balance immediately due and payable.

Maker agrees and promises to pay all of Payee's reasonable attorneys' fees and other costs and expenses incurred by Payee with respect to collection, suit, or other proceedings to enforce this Note.

No delay or omissions on the part of Payee in exercising any rights under, or failure to insist upon prompt compliance with the terms of this Note shall operate as a waiver of any right hereunder.

This Note may be prepaid in whole or in part at any time without penalty. Upon full payment hereof, this Note shall be canceled by the holder and returned to Maker.

If any payments made hereunder are held to be in excess of the applicable limits imposed by the usury laws of the State of California, it is agreed that any such amount held to be in excess shall be considered payment of principal hereunder, and the indebtedness evidenced hereby shall be reduced by such amount so that the total liability for payments in the nature of interest shall not exceed the applicable limits imposed by the usury laws of the State of California.

EXHIBIT B  
PAGE 30

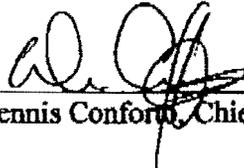
All of the covenants, stipulations, promises and agreements by or on behalf of Maker contained in this Note shall be deemed material and shall bind its successors and assigns, whether so expressed or not.

Time is of the essence of each obligation of Maker hereunder.

The provisions of this Note are intended to be severable. If any provision of this Note is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, such determination shall not affect any of the other provisions of this Note, which other provisions shall remain binding and enforceable.

This Note has been executed and delivered, and is to be performed in the State of California, and the laws of such state shall govern the validity, construction, enforcement and interpretation of this Note.

SHOPA-Z.COM, INC.  
a California corporation

By:   
Dennis Conforti, Chief Executive Officer

DEMAND PROMISSORY NOTE

\$ 150,000.00

Date: September 21, 2000

FOR VALUE RECEIVED, SHOPA-Z.COM, INC., a California corporation ("Maker"), promises to pay to Dennis Conforto ("Payee"), the principal sum of \$150,000.00 with interest thereon, in accordance with the terms and conditions of this promissory note ("Note"). The unpaid portion of the principal balance of this Note shall bear simple interest until paid in full, at an annual rate of twelve percent, accrued from the date of this Note.

This Note, including the entire principal balance and the entire balance of all accrued and previously unpaid interest, shall be due and payable in full at any time upon the written demand of Payee.

In the event Maker defaults in the timely payment of any amount due hereunder, Payee may, at any time thereafter, without demand, presentment, protest, notice of protest, notice of maturity or non-payment, notice of dishonor, or any other notices or demands whatsoever in connection with the delivery, acceptance, performance, default, endorsement, or guaranty of this Note, accelerate the unpaid balance of all amounts owing hereunder, and declare such unpaid balance immediately due and payable.

Maker agrees and promises to pay all of Payee's reasonable attorneys' fees and other costs and expenses incurred by Payee with respect to collection, suit, or other proceedings to enforce this Note.

No delay or omissions on the part of Payee in exercising any rights under, or failure to insist upon prompt compliance with the terms of this Note shall operate as a waiver of any right hereunder.

This Note may be prepaid in whole or in part at any time without penalty. Upon full payment hereof, this Note shall be canceled by the holder and returned to Maker.

If any payments made hereunder are held to be in excess of the applicable limits imposed by the usury laws of the State of California, it is agreed that any such amount held to be in excess shall be considered payment of principal hereunder, and the indebtedness evidenced hereby shall be reduced by such amount so that the total liability for payments in the nature of interest shall not exceed the applicable limits imposed by the usury laws of the State of California.

EXHIBIT B  
PAGE 32

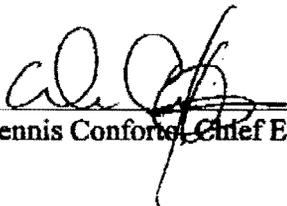
All of the covenants, stipulations, promises and agreements by or on behalf of Maker contained in this Note shall be deemed material and shall bind its successors and assigns, whether so expressed or not.

Time is of the essence of each obligation of Maker hereunder.

The provisions of this Note are intended to be severable. If any provision of this Note is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, such determination shall not affect any of the other provisions of this Note, which other provisions shall remain binding and enforceable.

This Note has been executed and delivered, and is to be performed in the State of California, and the laws of such state shall govern the validity, construction, enforcement and interpretation of this Note.

SHOPA-Z.COM, INC.  
a California corporation

By:   
Dennis Conforti, Chief Executive Officer

DEMAND PROMISSORY NOTE

\$ 150,000.00

Date: October 19, 2000

FOR VALUE RECEIVED, SHOPA-Z.COM, INC., a California corporation ("Maker"), promises to pay to Dennis Conforto ("Payee"), the principal sum of \$150,000.00 with interest thereon, in accordance with the terms and conditions of this promissory note ("Note"). The unpaid portion of the principal balance of this Note shall bear simple interest until paid in full, at an annual rate of twelve percent, accrued from the date of this Note.

This Note, including the entire principal balance and the entire balance of all accrued and previously unpaid interest, shall be due and payable in full at any time upon the written demand of Payee.

In the event Maker defaults in the timely payment of any amount due hereunder, Payee may, at any time thereafter, without demand, presentment, protest, notice of protest, notice of maturity or non-payment, notice of dishonor, or any other notices or demands whatsoever in connection with the delivery, acceptance, performance, default, endorsement, or guaranty of this Note, accelerate the unpaid balance of all amounts owing hereunder, and declare such unpaid balance immediately due and payable.

Maker agrees and promises to pay all of Payee's reasonable attorneys' fees and other costs and expenses incurred by Payee with respect to collection, suit, or other proceedings to enforce this Note.

No delay or omissions on the part of Payee in exercising any rights under, or failure to insist upon prompt compliance with the terms of this Note shall operate as a waiver of any right hereunder.

This Note may be prepaid in whole or in part at any time without penalty. Upon full payment hereof, this Note shall be canceled by the holder and returned to Maker.

If any payments made hereunder are held to be in excess of the applicable limits imposed by the usury laws of the State of California, it is agreed that any such amount held to be in excess shall be considered payment of principal hereunder, and the indebtedness evidenced hereby shall be reduced by such amount so that the total liability for payments in the nature of interest shall not exceed the applicable limits imposed by the usury laws of the State of California.

EXHIBIT B  
PAGE 34

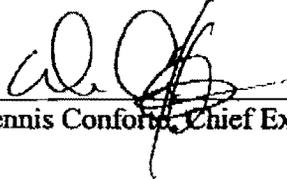
All of the covenants, stipulations, promises and agreements by or on behalf of Maker contained in this Note shall be deemed material and shall bind its successors and assigns, whether so expressed or not.

Time is of the essence of each obligation of Maker hereunder.

The provisions of this Note are intended to be severable. If any provision of this Note is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, such determination shall not affect any of the other provisions of this Note, which other provisions shall remain binding and enforceable.

This Note has been executed and delivered, and is to be performed in the State of California, and the laws of such state shall govern the validity, construction, enforcement and interpretation of this Note.

SHOPA-Z.COM, INC.  
a California corporation

By:   
Dennis Conforti, Chief Executive Officer

DEMAND PROMISSORY NOTE

\$ 50,000.00

Date: November 30, 2000

FOR VALUE RECEIVED, SHOPA-Z.COM, INC., a California corporation ("Maker"), promises to pay to Dennis Conforto ("Payee"), the principal sum of \$50,000.00 with interest thereon, in accordance with the terms and conditions of this promissory note ("Note"). The unpaid portion of the principal balance of this Note shall bear simple interest until paid in full, at an annual rate of twelve percent, accrued from the date of this Note.

This Note, including the entire principal balance and the entire balance of all accrued and previously unpaid interest, shall be due and payable in full at any time upon the written demand of Payee.

In the event Maker defaults in the timely payment of any amount due hereunder, Payee may, at any time thereafter, without demand, presentment, protest, notice of protest, notice of maturity or non-payment, notice of dishonor, or any other notices or demands whatsoever in connection with the delivery, acceptance, performance, default, endorsement, or guaranty of this Note, accelerate the unpaid balance of all amounts owing hereunder, and declare such unpaid balance immediately due and payable.

Maker agrees and promises to pay all of Payee's reasonable attorneys' fees and other costs and expenses incurred by Payee with respect to collection, suit, or other proceedings to enforce this Note.

No delay or omissions on the part of Payee in exercising any rights under, or failure to insist upon prompt compliance with the terms of this Note shall operate as a waiver of any right hereunder.

This Note may be prepaid in whole or in part at any time without penalty. Upon full payment hereof, this Note shall be canceled by the holder and returned to Maker.

If any payments made hereunder are held to be in excess of the applicable limits imposed by the usury laws of the State of California, it is agreed that any such amount held to be in excess shall be considered payment of principal hereunder, and the indebtedness evidenced hereby shall be reduced by such amount so that the total liability for payments in the nature of interest shall not exceed the applicable limits imposed by the usury laws of the State of California.

EXHIBIT B  
PAGE 36

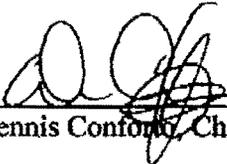
All of the covenants, stipulations, promises and agreements by or on behalf of Maker contained in this Note shall be deemed material and shall bind its successors and assigns, whether so expressed or not.

Time is of the essence of each obligation of Maker hereunder.

The provisions of this Note are intended to be severable. If any provision of this Note is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, such determination shall not affect any of the other provisions of this Note, which other provisions shall remain binding and enforceable.

This Note has been executed and delivered, and is to be performed in the State of California, and the laws of such state shall govern the validity, construction, enforcement and interpretation of this Note.

SHOPA-Z.COM, INC.  
a California corporation

By:   
Dennis Conforti, Chief Executive Officer

DEMAND PROMISSORY NOTE

\$ 50,000.00

Date: December 28, 2000

FOR VALUE RECEIVED, SHOPA-Z.COM, INC., a California corporation ("Maker"), promises to pay to Dennis Conforto ("Payee"), the principal sum of \$50,000.00 with interest thereon, in accordance with the terms and conditions of this promissory note ("Note"). The unpaid portion of the principal balance of this Note shall bear simple interest until paid in full, at an annual rate of twelve percent, accrued from the date of this Note.

This Note, including the entire principal balance and the entire balance of all accrued and previously unpaid interest, shall be due and payable in full at any time upon the written demand of Payee.

In the event Maker defaults in the timely payment of any amount due hereunder, Payee may, at any time thereafter, without demand, presentment, protest, notice of protest, notice of maturity or non-payment, notice of dishonor, or any other notices or demands whatsoever in connection with the delivery, acceptance, performance, default, endorsement, or guaranty of this Note, accelerate the unpaid balance of all amounts owing hereunder, and declare such unpaid balance immediately due and payable.

Maker agrees and promises to pay all of Payee's reasonable attorneys' fees and other costs and expenses incurred by Payee with respect to collection, suit, or other proceedings to enforce this Note.

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If any payments made hereunder are held to be in excess of the applicable limits imposed by the usury laws of the State of California, it is agreed that any such amount held to be in excess shall be considered payment of principal hereunder, and the indebtedness evidenced hereby shall be reduced by such amount so that the total liability for payments in the nature of interest shall not exceed the applicable limits imposed by the usury laws of the State of California.

EXHIBIT B  
PAGE 38

All of the covenants, stipulations, promises and agreements by or on behalf of Maker contained in this Note shall be deemed material and shall bind its successors and assigns, whether so expressed or not.

Time is of the essence of each obligation of Maker hereunder.

The provisions of this Note are intended to be severable. If any provision of this Note is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, such determination shall not affect any of the other provisions of this Note, which other provisions shall remain binding and enforceable.

This Note has been executed and delivered, and is to be performed in the State of California, and the laws of such state shall govern the validity, construction, enforcement and interpretation of this Note.

SHOPA-Z.COM, INC.  
a California corporation

By:   
Dennis Conforti, Chief Executive Officer

DEMAND PROMISSORY NOTE

\$109,424.08

Date: January 31, 2001

FOR VALUE RECEIVED, SHOPA-Z.COM, INC., a California corporation ("Maker"), promises to pay to Dennis Conforto ("Payee"), the principal sum of \$109,424.08 with interest thereon, in accordance with the terms and conditions of this promissory note ("Note"). The unpaid portion of the principal balance of this Note shall bear simple interest until paid in full, at an annual rate of twelve percent, accrued from the date of this Note.

This Note, including the entire principal balance and the entire balance of all accrued and previously unpaid interest, shall be due and payable in full at any time upon the written demand of Payee.

In the event Maker defaults in the timely payment of any amount due hereunder, Payee may, at any time thereafter, without demand, presentment, protest, notice of protest, notice of maturity or non-payment, notice of dishonor, or any other notices or demands whatsoever in connection with the delivery, acceptance, performance, default, endorsement, or guaranty of this Note, accelerate the unpaid balance of all amounts owing hereunder, and declare such unpaid balance immediately due and payable.

Maker agrees and promises to pay all of Payee's reasonable attorneys' fees and other costs and expenses incurred by Payee with respect to collection, suit, or other proceedings to enforce this Note.

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This Note may be prepaid in whole or in part at any time without penalty. Upon full payment hereof, this Note shall be canceled by the holder and returned to Maker.

If any payments made hereunder are held to be in excess of the applicable limits imposed by the usury laws of the State of California, it is agreed that any such amount held to be in excess shall be considered payment of principal hereunder, and the indebtedness evidenced hereby shall be reduced by such amount so that the total liability for payments in the nature of interest shall not exceed the applicable limits imposed by the usury laws of the State of California.

EXHIBIT B  
PAGE 40

All of the covenants, stipulations, promises and agreements by or on behalf of Maker contained in this Note shall be deemed material and shall bind its successors and assigns, whether so expressed or not.

Time is of the essence of each obligation of Maker hereunder.

The provisions of this Note are intended to be severable. If any provision of this Note is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, such determination shall not affect any of the other provisions of this Note, which other provisions shall remain binding and enforceable.

This Note has been executed and delivered, and is to be performed in the State of California, and the laws of such state shall govern the validity, construction, enforcement and interpretation of this Note.

SHOPA-Z.COM, INC.  
a California corporation

By:   
Dennis Conforto, Chief Executive Officer

DEMAND PROMISSORY NOTE

\$ 49,017.68

Date: February 28, 2001

FOR VALUE RECEIVED, SHOPA-Z.COM, INC., a California corporation ("Maker"), promises to pay to Dennis Conforto ("Payee"), the principal sum of \$49,017.68 with interest thereon, in accordance with the terms and conditions of this promissory note ("Note"). The unpaid portion of the principal balance of this Note shall bear simple interest until paid in full, at an annual rate of twelve percent, accrued from the date of this Note.

This Note, including the entire principal balance and the entire balance of all accrued and previously unpaid interest, shall be due and payable in full at any time upon the written demand of Payee.

In the event Maker defaults in the timely payment of any amount due hereunder, Payee may, at any time thereafter, without demand, presentment, protest, notice of protest, notice of maturity or non-payment, notice of dishonor, or any other notices or demands whatsoever in connection with the delivery, acceptance, performance, default, endorsement, or guaranty of this Note, accelerate the unpaid balance of all amounts owing hereunder, and declare such unpaid balance immediately due and payable.

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This Note may be prepaid in whole or in part at any time without penalty. Upon full payment hereof, this Note shall be canceled by the holder and returned to Maker.

If any payments made hereunder are held to be in excess of the applicable limits imposed by the usury laws of the State of California, it is agreed that any such amount held to be in excess shall be considered payment of principal hereunder, and the indebtedness evidenced hereby shall be reduced by such amount so that the total liability for payments in the nature of interest shall not exceed the applicable limits imposed by the usury laws of the State of California.

EXHIBIT B  
PAGE 42

All of the covenants, stipulations, promises and agreements by or on behalf of Maker contained in this Note shall be deemed material and shall bind its successors and assigns, whether so expressed or not.

Time is of the essence of each obligation of Maker hereunder.

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This Note has been executed and delivered, and is to be performed in the State of California, and the laws of such state shall govern the validity, construction, enforcement and interpretation of this Note.

SHOPA-Z.COM, INC.  
a California corporation

By:   
Dennis Conforto, Chief Executive Officer

DEMAND PROMISSORY NOTE

\$ 58,000.00

Date: March 30, 2001

FOR VALUE RECEIVED, SHOPA-Ž.COM, INC., a California corporation ("Maker"), promises to pay to Dennis Conforto ("Payee"), the principal sum of \$58,000.00 with interest thereon, in accordance with the terms and conditions of this promissory note ("Note"). The unpaid portion of the principal balance of this Note shall bear simple interest until paid in full, at an annual rate of twelve percent, accrued from the date of this Note.

This Note, including the entire principal balance and the entire balance of all accrued and previously unpaid interest, shall be due and payable in full at any time upon the written demand of Payee.

In the event Maker defaults in the timely payment of any amount due hereunder, Payee may, at any time thereafter, without demand, presentment, protest, notice of protest, notice of maturity or non-payment, notice of dishonor, or any other notices or demands whatsoever in connection with the delivery, acceptance, performance, default, endorsement, or guaranty of this Note, accelerate the unpaid balance of all amounts owing hereunder, and declare such unpaid balance immediately due and payable.

Maker agrees and promises to pay all of Payee's reasonable attorneys' fees and other costs and expenses incurred by Payee with respect to collection, suit, or other proceedings to enforce this Note.

No delay or omissions on the part of Payee in exercising any rights under, or failure to insist upon prompt compliance with the terms of this Note shall operate as a waiver of any right hereunder.

This Note may be prepaid in whole or in part at any time without penalty. Upon full payment hereof, this Note shall be canceled by the holder and returned to Maker.

If any payments made hereunder are held to be in excess of the applicable limits imposed by the usury laws of the State of California, it is agreed that any such amount held to be in excess shall be considered payment of principal hereunder, and the indebtedness evidenced hereby shall be reduced by such amount so that the total liability for payments in the nature of interest shall not exceed the applicable limits imposed by the usury laws of the State of California.

EXHIBIT B  
PAGE 44

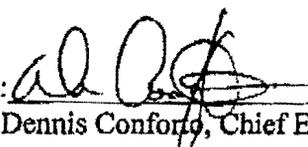
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SHOPA-Z.COM, INC.  
a California corporation

By:   
Dennis Conforto, Chief Executive Officer

DEMAND PROMISSORY NOTE

\$8,503.35

Date: April 30, 2001

FOR VALUE RECEIVED, SHOPA-Z.COM, INC., a California corporation ("Maker"), promises to pay to Dennis Conforto ("Payee"), the principal sum of \$8,503.35 with interest thereon, in accordance with the terms and conditions of this promissory note ("Note"). The unpaid portion of the principal balance of this Note shall bear simple interest until paid in full, at an annual rate of twelve percent, accrued from the date of this Note.

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EXHIBIT B  
PAGE 46

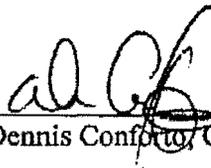
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SHOPA-Z.COM, INC.  
a California corporation

By:   
Dennis Conforto, Chief Executive Officer

DEMAND PROMISSORY NOTE

\$70,000.00

Date: May 30, 2001

FOR VALUE RECEIVED, SHOPA-Z.COM, INC., a California corporation ("Maker"), promises to pay to Dennis Conforto ("Payee"), the principal sum of \$70,000.00 with interest thereon, in accordance with the terms and conditions of this promissory note ("Note"). The unpaid portion of the principal balance of this Note shall bear simple interest until paid in full, at an annual rate of twelve percent, accrued from the date of this Note.

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EXHIBIT B  
PAGE 48

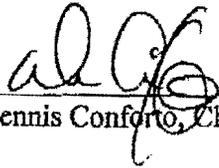
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SHOPA-Z.COM, INC.  
a California corporation

By:   
Dennis Conforto, Chief Executive Officer

DEMAND PROMISSORY NOTE

\$14,576.93

Date: June 30, 2001

FOR VALUE RECEIVED, SHOPA-Z.COM, INC., a California corporation ("Maker"), promises to pay to Dennis Conforto ("Payee"), the principal sum of \$14,576.93 with interest thereon, in accordance with the terms and conditions of this promissory note ("Note"). The unpaid portion of the principal balance of this Note shall bear simple interest until paid in full, at an annual rate of twelve percent, accrued from the date of this Note.

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EXHIBIT B  
PAGE 50

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The provisions of this Note are intended to be severable. If any provision of this Note is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, such determination shall not affect any of the other provisions of this Note, which other provisions shall remain binding and enforceable.

This Note has been executed and delivered, and is to be performed in the State of California, and the laws of such state shall govern the validity, construction, enforcement and interpretation of this Note.

SHOPA-Z.COM, INC.  
a California corporation

By:   
Dennis Conditto, Chief Executive Officer

## DEMAND PROMISSORY NOTE

\$ 72,000.00

Date: July 30, 2001

FOR VALUE RECEIVED, SHOPA-Z.COM, INC., a California corporation ("Maker"), promises to pay to Dennis Conforto ("Payee"), the principal sum of \$72,000.00 with interest thereon, in accordance with the terms and conditions of this promissory note ("Note"). The unpaid portion of the principal balance of this Note shall bear simple interest until paid in full, at an annual rate of twelve percent, accrued from the date of this Note.

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EXHIBIT B  
PAGE 52

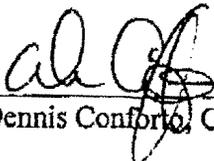
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SHOPA-Z.COM, INC.  
a California corporation

By:   
Dennis Conforto, Chief Executive Officer

DEMAND PROMISSORY NOTE

\$50,000.00

Date: August 31, 2001

FOR VALUE RECEIVED, SHOPA-Z.COM, INC., a California corporation ("Maker"), promises to pay to Dennis Conforto ("Payee"), the principal sum of \$50,000.00 with interest thereon, in accordance with the terms and conditions of this promissory note ("Note"). The unpaid portion of the principal balance of this Note shall bear simple interest until paid in full, at an annual rate of twelve percent, accrued from the date of this Note.

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EXHIBIT B  
PAGE 54

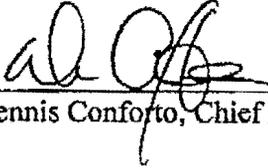
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SHOPA-Z.COM, INC.  
a California corporation

By:   
Dennis Conforto, Chief Executive Officer

DEMAND PROMISSORY NOTE

\$15,727.57

Date: October 31, 2001

FOR VALUE RECEIVED, SHOPA-Z.COM, INC., a California corporation ("Maker"), promises to pay to Dennis Conforto ("Payee"), the principal sum of \$15,727.57 with interest thereon, in accordance with the terms and conditions of this promissory note ("Note"). The unpaid portion of the principal balance of this Note shall bear simple interest until paid in full, at an annual rate of twelve percent, accrued from the date of this Note.

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EXHIBIT B  
PAGE 56

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SHOPA-Z.COM, INC.  
a California corporation

By:   
Dennis Conforto, Chief Executive Officer

## DEMAND PROMISSORY NOTE

\$61,915.26

Date: November 30, 2001

FOR VALUE RECEIVED, SHOPA-Z.COM, INC., a California corporation ("Maker"), promises to pay to Dennis Conforto ("Payee"), the principal sum of \$61,915.26 with interest thereon, in accordance with the terms and conditions of this promissory note ("Note"). The unpaid portion of the principal balance of this Note shall bear simple interest until paid in full, at an annual rate of twelve percent, accrued from the date of this Note.

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EXHIBIT B  
PAGE 58

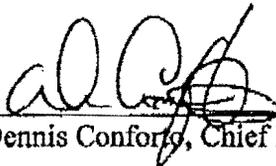
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SHOPA-Z.COM, INC.  
a California corporation

By:   
Dennis Conforto, Chief Executive Officer

DEMAND PROMISSORY NOTE

\$ 226.24

Date: December 31, 2001

FOR VALUE RECEIVED, SHOPA-Z.COM, INC., a California corporation ("Maker"), promises to pay to Dennis Conforto ("Payee"), the principal sum of \$226.24 with interest thereon, in accordance with the terms and conditions of this promissory note ("Note"). The unpaid portion of the principal balance of this Note shall bear simple interest until paid in full, at an annual rate of twelve percent, accrued from the date of this Note.

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EXHIBIT B  
PAGE 60

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SHOPA-Z.COM, INC.  
a California corporation

By:  \_\_\_\_\_  
Dennis Conforto, Chief Executive Officer



STATE OF CALIFORNIA  
 FRANCHISE TAX BOARD  
 PO BOX 942867  
 SACRAMENTO CA 94267-0041  
 800.852.5711

**NOTICE OF ACTION - WITHDRAWAL**

PAUL W ROWE  
 4540 KEARNY VILLA RD 208  
 SAN DIEGO CA 92123

DENNIS A CONFORTO  
 BONNY J CONFORTO  
 [REDACTED]

Notice Date: 12/30/09  
 Taxable Year: 2004  
 Account No.: [REDACTED]  
 NPA No.: 04708386  
 Rev. Cd.: 3591000MAC121004  
 NPA Dated: 10/16/06  
 Proposed: 0.00  
 Spouse/RDP\*  
 Account No.: [REDACTED]

Based on the information you provided in your letter of protest, we cancelled the Notice of Proposed Assessment (NPA) referred to above. You are not required to take any further action at this time.

**REF COPY**

EXHIBIT C  
 PAGE 1

\*RDP refers to a registered domestic partner and is only applicable to tax years 2007 and later.



State of California  
**Franchise Tax Board**

PO BOX 1286  
RANCHO CORDOVA CA 95741-1286  
ftb.ca.gov

October 19, 2009

*In reply refer to:*  
**392:MAC**  
**Mail Stop F380**

PAUL W ROWE  
4540 KEARNY VILLA ROAD STE 208  
SAN DIEGO CA 92123

Re: The Protest of Dennis and Bonny Conforto  
FTB ID: [REDACTED]  
Income Years: 2000-2001

Dear Mr. Rowe:

Thank you for meeting me on August 27, 2009 at the taxpayers' former residence in Rancho Santa Fe. Please extend my appreciation to Mr. Conforto as well. The following discussion is provided.

Sale of Personal Residence

After considering all of the information available, the following items are still not allowed or revised.

Chandeliers \$29,650

On the tour, the taxpayer stated there were 5 lighting fixtures. The pictures provided represent 4 of the 5 fixtures. It was stated one of the fixtures were removed by the current owners. The largest in the entry was said to be alabaster, handcrafted and from Spain. He was in the home industry for a number of years and had some connections. In trying to estimate a value for the large fixture I searched the internet for comparisons. I was not able to obtain any comparison close to the total costs reported. Based on the large chandelier with 12 alabaster lighting fixtures, I estimated a price between \$2,000 and \$8,000. Based on this, I will allow \$5,000 for the large fixture, \$2,500 for the smaller fixture, and \$1,000 for the remaining three fixtures. The total estimate allowed is \$8,500.

Design Consultant

The taxpayer is claiming \$11,560 for design consulting. No information was provided to support what services were provided. It was not established whether the consultation was for interior decorating and the furnishings or related to the landscape design. None of these costs will be allowed without further substantiation and documentation.

Remaining Costs

- Draperies, Rods, Bedspread and other \$5,090
- Stackable washer and dryer \$2,629
- Curtains in Pool House \$135
- Large Pots for entry \$280
- Large Pot for Stair Case \$150

At protest the total improvements disallowed were \$321,823. After touring the property and discussing the improvements with the taxpayer an additional \$280,832 has been substantiated and added to the taxpayers' basis in the property sold. As a result, the taxpayers' capital gain is revised as follows:

Adjusted Sales Price		\$ 2,805,633
Purchase Escrow	\$ 1,503,078	
Improvements per audit	511,137	
Improvements per protest	<u>280,832</u>	
Cost Basis		<u>2,295,047</u>
Realized Gain		\$ 510,586
Less: Int. Rev. Cd. §121 exclusion		<u>500,000</u>
Recognized Gain		<u>\$ 10,586</u>

\* Bad Debt Deduction

Your Position

As stated in your letter dated 09/09/08, it is your position that the advances to ShopA-Z.com, Inc. are worthless in the 2001 taxable year. The rationale for your position is that at the end of the calendar year 2001, the balance sheet for the corporation revealed 1) a net deficit in shareholder's equity of at least \$295,002 (assuming domain name values of \$525,025<sup>1</sup>); 2) a cumulative net operating loss of \$2,926,838; and 3) an excess of current liabilities over current assets of \$674,588.

---

<sup>1</sup> You stated that with appropriate valuation of the domain names (more realistically valued closer to zero), the deficit in shareholder equity would increase from between \$295,002 to \$820,027

Loan or Capital Investment

\* { Per your letter you concur that the funds advanced were capital investments to the corporation rather than loans. The taxpayer has only substantiated total advances to ShopA-Z, Inc. totaling \$1,540,067 (rather than the \$2,458,243 reported). In your letter dated 09/09/08, this total is accepted as the contribution to capital that is allowed.

Worthlessness

You cite *Steadman, Charles v. Comm.*<sup>2</sup> in support of your position that the worthlessness is in 2001 and not 2004. Your position in citing this case is to point out that there does not necessarily have to be an identifiable event to trigger the worthlessness in a particular year. The case cited states generally, that there must be a showing of an "identifiable event" which would prompt the time of the loss. However, the case cites the decision in *Sterling Morton*<sup>3</sup> as follows:

"There are, however, exceptional cases where the liabilities of a corporation are so greatly in excess of its assets and the nature of the assets and business is such that there is no reasonable hope and expectation that a continuation of the business will result in any profit to its stockholders. In such cases the stock, obviously, has no liquidating value, and since the limits of the corporation's future are fixed, the stock, likewise, can presently be said to have no potential value. Where both these factors are established, the occurrence in a later year of an 'identifiable event' in the corporation's life, such as liquidation or receivership, will not, therefore, determine the worthlessness of the stock for already its value has become finally extinct."

In *Morton, supra*, the corporation dissolved in 1932. Petitioner deducted the cost of the stock from his gross income in 1932 as having become worthless in that year. Respondent determined the stock became worthless in 1931. The court agreed and stated that the petitioner failed to prove the stock had value in 1931 and, therefore, it cannot be considered as having become worthless in 1932.

In the court's analysis in *Morton, id* the following cite is provided:

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<sup>2</sup> (1970, CA6) 25 AFTR2d 70-926, 424 F2d 1, 70-1 USTC P9328, affg (1968) 50 TC 369, cert den (1970, S Ct.) 400 US 869, 27 L Ed 2d 109.

<sup>3</sup> 38 R.T.A. 1270 (1938)

We approve as applicable in our case what has been said in *Dresser v. United States*, Ct.Cl., 55 F.2d 499, certiorari denied 287 U.S. 635, 53 S.Ct. 85, 77 L.Ed. 550. In that case the court said, 55 F.2d at page 512: "Losses are sustained within the meaning of the taxing act when the events definitely occur which give rise thereto. \*\*\* The statute allows the deduction of a loss when it has been sustained, and we think it is the clear purpose of the act to allow the deduction in the year in which it may appear that the taxpayer has received from the property all that it is possible for him to receive."

As you point out in your letter "The worthlessness of a stock as of a particular year is a question of fact, requiring practical consideration of all the facts and circumstances, and each case must stand on its own facts."<sup>4</sup>

In the taxpayer's case, by 2001, the corporation had not received "all that it is possible for [it] to receive." As previously provided, the business continued and the gross income reported increased from 2001 to 2004.<sup>5</sup> There existed potential value despite the financial condition of the corporation as of 2001.

Continued losses, and even insolvency, don't establish that the stock is worthless in that year for purposes of claiming a worthless stock loss deduction if the corporation has prospects (even poor prospects) of future recovery, especially where the corporation continues in business. Stock isn't worthless if it has *potential* value.<sup>6</sup>

\* { As a result it is my recommendation to disallow the capital loss in 2001 and allow it in 2004 based on the taxpayer's request and acceptance of the Tax Clearance Certificate for the dissolution of ShopA-Z, Inc. as of 12/31/2004. This conclusion is consistent with the taxpayer's own treatment of his \$150,000 initial stock purchase in ShopA-Z, Inc., which he reported as a worthless stock loss in the 2004 income year.

## SUMMARY

### 2000

1. The \$500,000 exclusion provided by Int. Rev. Cd. §121 will be allowed.
2. The taxpayers' basis has been revised and the revised capital gain is \$10,588.

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<sup>4</sup> *St. Louis Union Trust Co. v. United States* 8 Cir., 82 F.2d 61, 66; *Jones v. Comm.*, 9 Cir., 103 F.2d 681, 684.

<sup>5</sup> The corporation reported \$169,600 in 2001; \$499,451 in 2002; and \$1,159,695 in 2003.

<sup>6</sup> *Morton, Sterling, supra*; *Kleberg, Alice*, (1941) 43 BTA 277; *Bullard, Lola, exr v. U.S.*, (1944, CA2) 33 AFTR 385, 146 F.2d 386, 45-1 USTC ¶9118.

3. Based on the revised taxable income, itemized deductions are revised to \$76,361.

2001

1. Disallow the reported business bad debt.

2003

1. Deny protective claim for refund.

2004

1. Disallow NOL reported
2. Contributions to Capital deemed worthless to the extent of capital gains reported plus \$3,000.
3. No additional tax determined. The Notice of Proposed Assessment will be withdrawn.

2005 & 2006

1. Taxpayers' capital loss and NOL carryover to 2005 and 2006 results in no additional tax.

Based on the facts, law and analysis provided in this letter and my position letter dated 07/21/2008, the additional tax is revised as follows:

	<u>2000</u>	<u>2001</u>	<u>2004</u>
CA Income Reported	\$497,866	\$(1,841,287)	\$(1,680,376)
Capital Gain	10,586		
Bad Debt Disallowed		2,458,017	
NOL Disallowed			1,841,287
Worthless Stock			(210,677)
Itemized Deductions	686		
Revised taxable income	<u>\$509,088</u>	<u>\$ 616,730</u>	<u>\$ (49,766)</u>
Tax	\$ 43,836	\$ 53,661	\$ 0
Other Tax: Early WD	3,750	5,114	
Total tax	47,586	58,775	
Previously Assessed	46,543	5,114	
Additional Tax	<u>1,043</u>	<u>53,661</u>	
Delinquent Penalty @ 25%	261		
Est. Post Amnesty Penalty	176	3,248	
Est. Interest to 10/30/09	969	22,694	
Total tax, penalty and interest	<u>\$ 2,449</u>	<u>\$ 79,603</u>	

As a result of the above information, I will be issuing a Notice of Action – Revision by October 31, 2009. Therefore, if the taxpayer does not agree, he can do one of two things:

1. Request settlement.<sup>7</sup> If accepted in settlement, they have the authority to negotiate an alternative liability based on hazards of litigation. If the taxpayer wants to go to settlement, please fax me a letter requesting this action.
2. Appeal to the State Board of Equalization within 30 days of the date on the Notice of Action- Revision.

Please respond by October 23, 2009 and let me know how the taxpayer wants to proceed.

If you have any questions, please do not hesitate to call me.

Sincerely,

Michael Colburn

Protest Unit

Telephone: (916) 845-4813

Fax: (916) 843-2253

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<sup>7</sup> CR&TC §19442

**ShopA-Z.com, Inc.**  
**Transaction Report**  
 January 1998 - December 2001

Date	Type	Num	Name	Memo/Description	Account	Split	Amount	Balanc
<b>1700 Domain Names</b>								
<b>1701 Domain Name Purchase</b>								
01/28/1999	General Journal	5			1701 Domain Names:Domain Name Purchase	-SPLIT-	5,000.00	5,000.
01/28/1999	General Journal	5			1701 Domain Names:Domain Name Purchase	-SPLIT-	700.00	5,700.
01/28/1999	General Journal	5			1701 Domain Names:Domain Name Purchase	-SPLIT-	700.00	6,400.
01/28/1999	General Journal	5			1701 Domain Names:Domain Name Purchase	-SPLIT-	700.00	7,100.
01/28/1999	General Journal	5			1701 Domain Names:Domain Name Purchase	-SPLIT-	700.00	7,800.
01/28/1999	General Journal	5			1701 Domain Names:Domain Name Purchase	-SPLIT-	700.00	8,500.
01/28/1999	General Journal	5			1701 Domain Names:Domain Name Purchase	-SPLIT-	700.00	9,200.
01/28/1999	General Journal	5			1701 Domain Names:Domain Name Purchase	-SPLIT-	700.00	9,900.
01/28/1999	General Journal	5			1701 Domain Names:Domain Name Purchase	-SPLIT-	700.00	10,600.
01/28/1999	General Journal	5			1701 Domain Names:Domain Name Purchase	-SPLIT-	70.00	10,670.
01/28/1999	General Journal	5			1701 Domain Names:Domain Name Purchase	-SPLIT-	3,500.00	14,170.
01/28/1999	General Journal	5			1701 Domain Names:Domain Name Purchase	-SPLIT-	3,920.00	18,090.
01/28/1999	General Journal	5			1701 Domain Names:Domain Name Purchase	-SPLIT-	70.00	18,160.
01/28/1999	General Journal	5			1701 Domain Names:Domain Name Purchase	-SPLIT-	210.00	18,370.
01/28/1999	General Journal	5			1701 Domain Names:Domain Name Purchase	-SPLIT-	840.00	19,210.

*EXHIBIT D - PAGE 1*

Date	Type	Num	Name	Memo/Description	Account	Split	Amount	Balanc
01/28/1999	General Journal	5			1701 Domain Names:Domain Name Purchase	-SPLIT-	910.00	20,120.
01/28/1999	General Journal	5			1701 Domain Names:Domain Name Purchase	-SPLIT-	910.00	21,030.
01/28/1999	General Journal	5			1701 Domain Names:Domain Name Purchase	-SPLIT-	560.00	21,590.
02/27/1999	General Journal	6			1701 Domain Names:Domain Name Purchase	-SPLIT-	140.00	21,730.
02/27/1999	General Journal	6			1701 Domain Names:Domain Name Purchase	-SPLIT-	140.00	21,870.
02/27/1999	General Journal	6			1701 Domain Names:Domain Name Purchase	-SPLIT-	210.00	22,080.
02/27/1999	General Journal	6			1701 Domain Names:Domain Name Purchase	-SPLIT-	210.00	22,290.
02/27/1999	General Journal	6			1701 Domain Names:Domain Name Purchase	-SPLIT-	280.00	22,570.
02/27/1999	General Journal	6			1701 Domain Names:Domain Name Purchase	-SPLIT-	280.00	22,850.
02/27/1999	General Journal	6			1701 Domain Names:Domain Name Purchase	-SPLIT-	350.00	23,200.
02/27/1999	General Journal	6			1701 Domain Names:Domain Name Purchase	-SPLIT-	420.00	23,620.
02/27/1999	General Journal	6			1701 Domain Names:Domain Name Purchase	-SPLIT-	490.00	24,110.
02/27/1999	General Journal	6			1701 Domain Names:Domain Name Purchase	-SPLIT-	560.00	24,670.
02/27/1999	General Journal	6			1701 Domain Names:Domain Name Purchase	-SPLIT-	980.00	25,650.
03/27/1999	General Journal	7			1701 Domain Names:Domain Name Purchase	-SPLIT-	140.00	25,790.
03/27/1999	General Journal	7			1701 Domain Names:Domain Name Purchase	-SPLIT-	50,000.00	75,790.
03/27/1999	General Journal	7			1701 Domain Names:Domain Name Purchase	-SPLIT-	50,000.00	125,790.

EXHIBIT D - PAGE 2

Date	Type	Num	Name	Memo/Description	Account	Split	Amount	Balanc
03/27/1999	General Journal	7			1701 Domain Names:Domain Name Purchase	-SPLIT-	70.00	125,860.
03/27/1999	General Journal	7			1701 Domain Names:Domain Name Purchase	-SPLIT-	10,000.00	135,860.
04/27/1999	General Journal	8			1701 Domain Names:Domain Name Purchase	-SPLIT-	10,000.00	145,860.
05/27/1999	General Journal	9			1701 Domain Names:Domain Name Purchase	-SPLIT-	10,000.00	155,860.
05/27/1999	General Journal	9			1701 Domain Names:Domain Name Purchase	-SPLIT-	10,000.00	165,860.
06/27/1999	General Journal	10			1701 Domain Names:Domain Name Purchase	-SPLIT-	10,000.00	175,860.
08/11/1999	Check	2506	Private Banker, The		1701 Domain Names:Domain Name Purchase	1001 First National Bank	10,000.00	185,860.
08/23/1999	Deposit		Network Solutions		1701 Domain Names:Domain Name Purchase	1001 First National Bank	-70.00	185,790.
09/27/1999	General Journal	13			1701 Domain Names:Domain Name Purchase	-SPLIT-	10,000.00	195,790.
09/27/1999	General Journal	13			1701 Domain Names:Domain Name Purchase	-SPLIT-	10,000.00	205,790.
10/27/1999	General Journal	14			1701 Domain Names:Domain Name Purchase	-SPLIT-	59,730.00	265,520.
11/27/1999	General Journal	15			1701 Domain Names:Domain Name Purchase	-SPLIT-	86,935.00	352,455.
02/29/2000	Check	2898	Private Banker, The		1701 Domain Names:Domain Name Purchase	1001 First National Bank	70,000.00	422,455.
03/17/2000	Check		ShopSouth, Inc.	Purchase of Domain Names	1701 Domain Names:Domain Name Purchase	1001 First National Bank	20,000.00	442,455.
04/28/2000	General Journal				1701 Domain Names:Domain Name Purchase	-SPLIT-	30,000.00	472,455.
06/08/2000	Check	3173	ShopSouth, Inc.	Purchase of Domain Names	1701 Domain Names:Domain Name Purchase	1001 First National Bank	25,000.00	497,455.
06/16/2000	Check		American Express	Network Solutions	1701 Domain Names:Domain Name Purchase	1001 First National Bank	26,000.00	523,455.

EXHIBIT D - PAGE 3

Date	Type	Num	Name	Memo/Description	Account	Split	Amount	Balance
Total for 1701 Domain Name Purchase							\$523,455.00	
Total for 1700 Domain Names							\$523,455.00	
TOTAL							\$523,455.00	

Tuesday, Sep 09, 2008 11:01:33 AM GMT-7 - Accrual Basis

EXHIBIT D - PAGE 4

<b>Stockholder</b>		<b># of Shares</b>
Dennis	Conforto	24,000,000
Mark & Jenna	Hart	12,973
Susan	Anderson	75,000
Alison	Beachem	25,000
Charles	Jackson	25,000
Rick	Kaufman	50,000
Lisa	Kem	125,000
Jess	McEvoy	75,000
Donna	McGregor	20,000
Helen	Naylor	25,000
Jake	Naylor	25,000
Steve	Orme	125,000
Kelly	Probst	10,000
Karen	Reese	100,000
Donna	Schuyler	25,000
Jeff	Scott	25,000
Nancy	Snow	100,000
Bonny	Nagle	125,000
Robert	Sheffield	350,000
Ed	Sznyter	150,000
Tony	Beecher	125,000
Joshua	Jackson	250,000
Ross, Dixon & Bell		250,000
Marc	Baker	25,000
Michael	Cole	25,000
Paul	Ferandell	50,000
Richard	Gottlieb	125,000
Ken	Haman	75,000
Vince	Harding	50,000
Jennia	Hart	25,000
Syed	Hasan	125,000
Debbie	Herrera	25,000
Jim	Journigan	100,000
Gary	Marx	25,000
Scott	McHale	125,000
Scott	McIlhenny	25,000
Rich	Parente	100,000
Drake	Philbrook	25,000
David	Pliiler	25,000
Bion	Wilcox	100,000
Bob	Wilkinson	50,000
Maria	Zuppa	50,000
Albert	Bertha	250,000
Bob	Bollingbrook	40,000
Russell	Dixon	2,400,000
Mary Ann	Maloy	40,000
Leon	Reinhart	40,000
Jonathan	Conforto	75,000
Doug	Gwilliam	25,000
Mark	Simonson	250,000

EXHIBIT E  
-PAGE 1