

STATE CORPORATION COMMISSION
RECEIVED
DEC 02 2009

Case No. SEC-2007-00067
Sponsor: STAFF
Exhibit No. 9

Witness: GAIL MOORE
Bailiff: DEBORAH BELL

PROMISSORY NOTE

US \$100,000.00

Norfolk, Virginia
15 September 2007

FOR VALUE RECEIVED, American Recovery Services, LLC, a Virginia limited liability company (the "Borrower"), promises to pay to Richard and Legh McCarty (the "Noteholders"), without demand or offset, at [REDACTED], Chesapeake, Virginia 23320, or at such other place as may be designated in writing by the Noteholders, the principal sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) or so much thereof as may have been advanced and remains unpaid under this Note as of 15 March 2008, with interest on the outstanding balance at the rate of Nine Percent (9%) per annum, payable on the fifteenth (15th) day of each month, in arrears, commencing 15 September 2007. Interest shall be on the basis of a 360-day year. Borrower shall have the option of renewing this Note for a term of six (6) months.

All payments made on this Note shall be applied first to the payment of any outstanding costs of collection, then to any unpaid interest and then to the payment of the outstanding principal balance of this Note. Each payment tendered to Noteholder on this Note shall be payable in lawful money of the United States, which shall be legal tender for public and private debts at the time of payment. Borrower shall have the right to prepay this Note at any time prior to maturity.

The following shall be events of default: (i) the Borrower's failure to make any payment due hereunder within ten (10) days after written notice of nonpayment (provided such notice need only be given once in any calendar year); (ii) the Borrower's failure to observe any covenant, condition or undertaking contained herein, which failure is not cured within thirty (30) days after written notice thereof; or (iii) if a petition in bankruptcy is filed by or against the Borrower and is not dismissed within sixty (60) days after the filing.

Upon the happening of any event of default, this Note shall, at the sole option of the Noteholder, become immediately due and payable without further notice to or demand on the Borrower. Thereupon, the Noteholder shall have the right, immediately and without notice to the Borrower or further action by it, to exercise all rights and remedies granted under applicable law. In the event the Borrower fails to make any payment due under this Note within seven (7) days of its due date, the Borrower agrees to pay to the Noteholder a late charge of five percent (5%) of such payment.

The Borrower hereby waives presentment, demand, protest and notice of dishonor and the benefit of all homestead and similar exemptions as to this Note and any right which it may have to require the Noteholder to proceed against any property securing this Note, and agrees that its liability hereunder shall not be affected or impaired by the release or discharge of any collateral securing this Note or by any failure, neglect or omission of the Noteholder to exercise any remedies that it may have or by any determination that any security interest or lien taken by the Noteholder to secure this Note is invalid or unperfected. Borrower agrees to pay all costs and expenses incurred by the Noteholder in connection with the enforcement of this Note, the

EXHIBIT 4

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collection of the indebtedness evidenced hereby, the collection of any judgment rendered hereon, the preservation or disposition of any property or collateral securing the payment hereof, and/or the defense of any claim arising out of, or in any way related to, this Note or related to the making of the loan evidenced hereby, including, without limitation, reasonable attorneys fees if this Note is placed in the hands of an attorney for collection. Any failure by the Noteholder to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other rights at any time.

Whenever any notice is required or permitted hereunder, such notice shall be in writing and shall be deemed effective and given upon receipt if delivered personally or by courier service or upon deposit in the United States Mail, registered or certified mail, return receipt requested, postage prepaid, to the addressee set out below or at such other addresses in the United States as are specified by written notice delivered in accordance herewith:

BORROWER:

AMERICAN RECOVERY SERVICES, LLC
1008 Granby Street
Norfolk, Virginia 23510
Attention: B. Hale Delavan, Jr.

Any address may be changed by written notice given in accordance with the terms of this paragraph. Rejection or other refusal to accept or an inability to deliver because of a change of address of which no notice was given shall be deemed to be receipt of the notice.

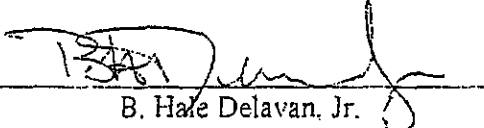
In the event any covenant, term or condition of this Note shall be held for any reason to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability of such covenant, term or condition shall not affect the validity, legality or enforceability of the remaining covenants, terms, and conditions of this Note.

This Note shall apply to and bind the Borrower's successors and assigns and shall inure to the benefit of the Noteholder and her successors and assigns. The Borrower hereby represents to the Noteholder that the loan represented by this Note is for business purposes and no part of the proceeds of this Note will be used for personal, family or household purposes.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed, in its name and behalf by a duly authorized officer as of the day, month and year first above written.

AMERICAN RECOVERY SERVICES, LLC.
A Virginia limited liability company

By: _____


B. Hale Delavan, Jr.
Manager