

**PROMISSORY NOTE (“Note”)**

In exchange for valuable consideration, we, the undersigned, jointly and severally, promise to pay ABC Company the sum of \$89,794.44 together with interest at the rate of ten percent (10%) per annum from April 30, 1997 as follows:

1. \$10,000.00 on May 20, 1997; and
2. \$79,974.44 on June 30, 1997.

If the two referenced payments are made timely, ABC Company agrees to waive all interest that accrues on the principal sum. If any payments are paid late or missed, the unpaid balance of the Note is immediately accelerated and due. If suit is commenced or an attorney hired to enforce payment of this Note, the undersigned agree to pay all collection costs, including reasonable attorney fees, and agrees that the site of venue for litigation is state court in San Diego, California. The undersigned waive all rights to a jury trial in any action involving this Note.

Dated:\_\_\_\_\_

XYZ Inc.

By:\_\_\_\_\_  
John Doe, President

Dated:\_\_\_\_\_

UPAS, Inc.

By:\_\_\_\_\_  
Jon Smith

Dated:\_\_\_\_\_

\_\_\_\_\_  
John Doe, individually