

## PROMISSORY NOTE

**This Promissory Note (Hereinafter "Note" is entered into by:**  
**American Pension Services, Inc., of 4168 W 12600 S 3<sup>rd</sup> Floor,**  
**Riverton, UT 84065,**  
**Administrator for Cy M. Bridges, IRA [REDACTED]**  
**(Hereinafter "Lender")**  
**&**  
**Sonniejay K Kalamau of**

**[REDACTED]**  
**(Hereinafter "Borrower")**

### 1. PROMISE TO PAY

The Borrower promises to pay to the Lender the amount of Three Hundred Sixty Two Thousand Five Hundred Dollars (\$362,500.00) together with interest payable on the unpaid principal at the rate of six percent, (6%) for a total amount of \$384,250.00 to be paid by the maturity date of October 31, 2017.

### 2. REPAYMENT

The amount promised under this Agreement will be repaid in full, as well as accrued interest thereon, if any, October 31, 2017.

Should the Borrower default in payment, the Borrower shall pay all costs, expenses and all reasonable legal costs incurred by the Lender, for the purpose of collection of this Promissory Note and including reasonable collection charges should collection be referred to a collection agency. These costs will be added to the outstanding principal and will become immediately due.

### 3. MODIFICATION

No modification or waiver of any of the terms of this Agreement shall be allowed unless by written agreement signed by both parties. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same.

### 4. BINDING EFFECT

Except as otherwise provided in this Note, all of the covenants, conditions, and provisions of this Note shall be binding upon the parties hereto and their respective heirs, personal representatives, executors, administrators, successors, and assigns.

5. HEADINGS

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Note.

6. BREACH OF NOTE

The parties acknowledge that no breach of any provision of the Note shall be deemed waived unless evidenced in writing. A waiver of any one breach shall not be deemed a waiver of any other breach of the same or any other provision of the Note.

7. AMENDMENTS

This Promissory Note may be modified or amended by written agreement of both parties.

The borrower hereby indicates by her signature below that she has read and agrees with the terms and conditions of this Note in its entirety.

Borrower Information  
Sonniejay K Kalamau



Signature: Sonniejay K Kalamau  
Sonniejay K Kalamau

Notary Public  
Sworn to and subscribed before me this 30<sup>th</sup> day of October, 2012

Notary Public AMBER C. HERNANDEZ  
Commission expires: MAR 15 2013

Notary Public, First Judicial Circuit  
State of Hawaii  
My commission expires: March 15, 2013



Doc. Date: UNDATED # Pages: 2  
Name: AMBER C. HERNANDEZ 1st Circuit  
Doc. Description: note promissory  
note 30 OCT 12  
Signature \_\_\_\_\_ Date \_\_\_\_\_

NOTARY CERTIFICATION