

## PROMISSORY NOTE

US\$259,000.00

May 26, 2006

FOR VALUE RECEIVED, George Hochman, a Hawaii resident (the "Maker" or the "Borrower"), promises to pay to the order of Shirk-Mays, LLC or assigns (the "Lender" or the "Holder") at 11863 East - 300 South, Zionsville, Indiana 46077 or at such other place as the Holder of this Note may from time to time designate, the principal amount of TWO HUNDRED FIFTY NINE THOUSAND AND NO/100 DOLLARS (US\$259,000.00) from the date hereof until paid in full, as follows: The annual percentage rate (APR) shall be EIGHT percent [8%] amortized over a ten year period. The monthly payment shall be THREE THOUSAND SEVENTY ONE AND 23/100 DOLLARS. This Note shall be secured by a Stock Pledge Agreement which is attached, hereto.

Notwithstanding the provision for the required monthly payment, the entire outstanding principal balance hereof, together with all accrued interest and unpaid interest hereon, shall be due and payable in full upon the sale or transfer of the Maker's Hochman Hawaii-3, Inc. stock, or the sale or transfer of substantially all of the assets of the Hochman Hawaii-3, Inc.

All payments hereunder shall be made in lawful money of the United States of America, without offset, by Maker's deposit of sums sufficient to timely make the payments to Holder's account at \_\_\_\_\_ (or such other bank as Holder and maker shall jointly agree to use).

The unpaid principal amount of this Note may be prepaid in whole or in part at any time or times without premium or penalty. Unless the Lender otherwise elects, all prepayments shall be applied first, to the payment of accrued and unpaid interest, and then, to the unpaid principal balance of this Note.

This Note evidences a loan advanced by the Lender to or for the benefit of the Maker for the purpose of purchasing 49% of the common, voting stock of Hochman Hawaii-Three, Inc. pursuant to the Resolution of the Directors of Hochman Hawaii-Three, Inc. dated \_\_\_\_\_. This Note and the Pledge Agreement are hereinafter collectively referred to as the "Loan Documents". Neither references herein to the Loan Documents nor to any provision thereof shall affect or impair the absolute and unconditional obligation of the Maker to pay the principal amount hereof, together with interest accrued thereon and all other sums payable hereunder, when due.

The occurrence of any one or more of the following shall constitute an event of default ("Event of Default") hereunder:

- (1) Failure to make payment, when due, within five (5) business days of the due date (herein "Grace Period").

- (2) Failure to pay the outstanding principal balance of this Note when due within the Grace Period, whether at stated maturity, by acceleration, by notice of prepayment or otherwise; or

Upon the occurrence of any Event of Default, and in every such event, the Lender may, at its option, with thirty days written notice to Borrower and an additional thirty days to cure the default, declare the Note to be, and the Note shall thereupon become, immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower and exercise all other rights, powers and remedies available under the Loan Documents, at law or in equity. Each right, power and remedy of the Holder as provided for in this Note is in addition to, and not in substitution for, every other right, power and remedy exercisable by the Holder upon an event of default under the Loan Agreement or any other Loan Document, or as provided by applicable law. No single or partial exercise by the Holder of any right, power or remedy referred to above shall preclude any other or further exercise thereof or the exercise of any other of such rights, powers and remedies. No delay or omission on the part of the Holder to exercise such option or to pursue any such rights, powers or remedies shall constitute a waiver of such option or such other remedies or of the right to exercise any of the same in the event of any subsequent Event of Default hereunder.

In the event that maker fails to make any payment (whether of principal, interest, or any other sum) on the date such payment is due and payable pursuant to this Note or any other Loan Document, and such failure shall continue after the Grace Period, defined above, the Maker shall pay to the Holder, upon demand therefore, a late payment fee (the "Late Payment Fee") equal to five percent (5%) of the amount of such payment. The Late Payment fee shall be in addition to, and not in lieu of, any other right or remedy the Holder may have and is in addition to any reasonable fees and charges of any agents or attorneys which the Holder is entitled to pursuant to the terms hereof or by law.

Any payment on this Note coming due on a Saturday, a Sunday, or a day which is a legal holiday in the place at which a payment is to be made hereunder shall be made on the next succeeding day which is a business day in such place, and any such extension of the time of payment shall be included in the time of computation of interest hereunder.

Each Obligor hereby waives presentment, protest, demand, notice of dishonor, and all other notices, and all defenses and pleas on the grounds of any extension or extensions of the time or payments or the due dates of this Note, in whole or in part, before or after maturity, with or without notice. No renewal or extension of this Note, and no delay in enforcement of this Note or in exercising any right or power hereunder, shall affect the liability of the Maker.

Whenever used herein, the words "Maker", "Lender" and "Holder" shall be deemed to include their respective successors and assigns.

This Note shall be governed by and construed under and in accordance with the laws of the State of Hawaii (but not including the choice of law rules thereof).

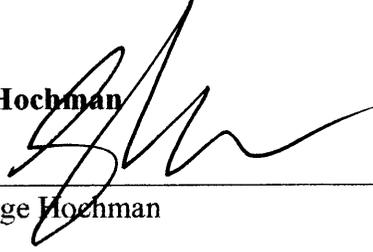
IN WITNESS WHEREOF, the undersigned has caused this Note to be duly executed on its behalf as of the day and year hereinabove set forth.

WITNESS:

\_\_\_\_\_

**George Hochman**

By:

  
\_\_\_\_\_

George Hochman