PROMISSORY NOTE

Date: **●金消契約日○％Ｂ　％ｄ，　％Ｙ●**

Borrower: **●顧客名ローマ字●●法人ローマ字●**

Borrower’s Mailing Address:

**●顧客住所ローマ字●●法人所在地ローマ字●**

Lender:  **IBNet Co., Ltd.**

Place for Payment:

**5-14-5, NISHI NAKAJIMA, YODOGAWA-KU, OSAKA-SHI, OSAKA 532-0011 JAPAN**

**Principal Amount: ●貸付元本額（￥）● in Japanese Yen.**

Base Interest Rate:

“Base Interest Rate” means the most frequently adopted short term prime rate among the Japanese city banks to be announced by Bank of Japan. The Base Interest Rate initially applicable on this note is **●基準金利マスタ○．３％●** as of the Date set forth above. The initial Base Interest Rate shall apply from the date of receipt of the money loaned by Lender to Borrower (the “Closing Date”) and continuing until adjusted as set forth herein, subject to any maximum or minimum interest rate limitation specified by applicable law. Lender shall review and confirm the Base Interest Rate on every April 1 and October 1 after the Closing Date.

Annual Interest Rate:

“Annual Interest Rate” means the lesser of (i) the Base Interest Rate plus **●上乗せ金利○．３％●** or (ii) the maximum rate allowed by applicable law, calculated on a monthly basis, or for a partial month on the basis of actual days elapsed in a 365-day year. The Annual Interest Rate shall be adjusted every January and July, on the day following the interest payment due date for such month, to reflect the Base Interest Rate as of October 1 of the previous year (for the adjustment in January) and April 1 (for the adjustment in July).

**Maturity Date: ●最終弁済日○％Ｂ　％ｄ，　％Ｙ●**

Annual Interest Rate on Matured, Unpaid Amounts: 20% or the maximum rate allowed by applicable law.

Terms of Payment (principal and interest):

Interest only, at the variable Annual Interest Rate described above, is due and payable monthly on the unpaid Principal Amount as it accrues on the 1st banking day of each month, beginning **●初回弁済日○％Ｂ　％ｄ，　％Ｙ●** and continuing until the Principal Amount and accrued but unpaid interest have been paid in full. Partial payments of the Principal Amount and the residual remaining, unpaid Principal Amount and all accrued but unpaid interest are due and payable based upon terms separately agreed upon by the parties. Payments will be applied first to accrued interest and the remainder, if any, to reduction of the Principal Amount.

Security for Payment:

This note is secured by a deed of trust dated from Borrower/

**●顧客名ローマ字●●法人ローマ字●** to **PHIL RUAIS**, trustee, which covers the following real property:

**EXHIBIT "A" attached**

Other Security for Payment:

This note is issued in connection with a Loan Agreement dated **●金消契約日○％Ｂ　％ｄ，　％Ｙ●** by and between Borrower and Lender, and other agreements or documents related thereto.

# Promise to Pay

Borrower promises to pay to the order of Lender the Principal Amount plus interest at the Annual Interest Rate. This note is payable at the Place for Payment and according to the Terms of Payment. All unpaid amounts are due by the Maturity Date. If any amount is not paid either when due under the Terms of Payment or on acceleration of maturity, Borrower promises to pay any unpaid amount plus interest from the date the payment was due to the date of payment at the Annual Interest Rate on Matured, Unpaid Amounts.

# Defaults and Remedies

A default exists under this note if (1) Borrower defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to this note; (2) Borrower fails to timely pay or perform any obligation or covenant in any written agreement between Lender and Borrower other than as described in (1) above; (3) any representation in this note or in any other written agreement between Lender and Borrower is materially false when made; (4) a receiver is appointed for Borrower or any property on which a lien or security interest is created as security (the “Collateral Security”) for any part of this note; (5) any Collateral Security is assigned for the benefit of creditors; (6) a bankruptcy or insolvency proceeding is commenced by Borrower; (7) (a) a bankruptcy or insolvency proceeding is commenced against Borrower and (b) the proceeding continues without dismissal for sixty days, the party against whom the proceeding is commenced admits the material allegations of the petition against it, or an order for relief is entered; (8) if Borrower is a legal entity, Borrower is terminated, begins to wind up its affairs, or is authorized to terminate or wind up its affairs by its governing body or persons, or any event occurs or condition exists that permits the termination or winding up of the affairs of Borrower; or (9) any Collateral Security is impaired by loss, theft, damage, levy and execution, issuance of an official writ or order of seizure, or destruction, unless it is promptly replaced with collateral security of like kind and quality or restored to its former condition.

Upon the occurrence of a default under this note, Lender may declare the unpaid principal balance, earned interest, and any other amounts owed on the note immediately due, and may exercise all other rights and remedies available at applicable law or in equity. To the extent required under applicable law for the purpose of calculating Lender’s credit bid in any foreclosure proceeding requiring such bid to be in U.S. Dollars, all such amounts shall be converted from Japanese Yen to U.S. Dollars based upon the Bank of Japan Central Rate exchange rate in effect at the time of such occurrence.

# Waivers

Borrower waives, to the extent permitted by applicable law, all (1) demand for payment, (2) presentation for payment, (3) notice of intention to accelerate maturity, (4) notice of acceleration of maturity, (5) protest, (6) notice of protest, and (7) rights under section 17.001 and chapter 43 of the Texas Civil Practice and Remedies Code.

# Attorney’s Fees

Borrower also promises to pay reasonable attorney’s fees and court and other costs if an attorney is retained to collect or enforce the note. These expenses will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid Amounts. Borrower will pay Lender these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the debt evidenced by the note and will be secured by any security for payment.

# Usury Savings

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under applicable law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount or, if the Principal Amount has been paid, refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt.

# Other Clauses

Each Borrower is responsible for all obligations represented by this note.

When the context requires, singular nouns and pronouns include the plural.

BORROWER:

**●顧客名ローマ字●●法人ローマ字●**

**●役職＋代表者名ローマ字●**