## PROMISSORY NOTE

\$
Principal Sum

FOR VALUE RECEIVED, The undersigned:
$\qquad$ (name)
(address)
jointly and severally promise to pay to the order of:
$\qquad$ (name)
(address)
the principal sum of \$ $\qquad$ together with simple interest thereon at the rate of $\qquad$ percent per annum from the date hereof until paid, payable as follows:


This note may be prepaid in whole or in part at any time without penalty. Any partial prepayment shall be applied first to the principal installments due latest in time, and the Maker shall remain obligated to pay the remaining principal installments according to the above schedule. In the event of partial or whole prepayment, the interest shall be recomputed to give effect to the prepayments of principal so that interest shall be paid only on the principal balance outstanding at any time.

This is the note referred to in the Installment Purchase and Security Agreement between the same parties of even date herewith and is secured according to the security agreement contained therein.

In the event Maker defaults in the timely payments of principal or interest due hereunder, or in any other obligation of the Installment Purchase and Security Agreement referred to above, the entire
then remaining unpaid balance of principal and interest shall automatically become due and payable upon written notice to Maker of such late payment or other default, unless the default is cured within fifteen (15) days of the mailing or delivery of the first notice of late payment or other default.

Such accelerated amount due shall bear interest at the rate of eighteen percent (18\%) per annum or at the highest legal rate, whichever is less, from the date of such default until all sums due hereunder are paid. No delay, omission, extension or non-exercise by the Payee or Holder of any rights or remedies hereunder shall constitute a waiver of that or any other right or remedy.

The Makers and endorsers of this note hereby waive protest, demand, presentment, notice of dishonor, notice of protest and rights of exemption and any defense by reason of extension of time or other indulgences granted by Payee or Holder, bind themselves as principals and not as sureties, and promise that in the event suit is instituted with respect to this note to pay any and all costs of collection, including reasonable attorneys' fees.

This note is made in the City of $\qquad$ , State of Hawaii, and the execution, delivery and performance hereof is governed by the laws of the State of Hawaii.

## BUYER:

By:

