

Demand Promissory Note

On this date of _____, in return for valuable consideration received, the undersigned (hereinafter the "Borrower" or collectively the "Borrowers") jointly and severally promise to pay to 737 Comstock Avenue Inc. (hereinafter the "Lender" or the "Holder"), the sum of \$ _____ together with interest thereon at the rate of 12% percent per annum.

Principal Amount of Loan: The principal amount of this loan is \$ _____.

Payable On Demand: Any other provision of this Demand Promissory Note to the contrary notwithstanding, the entire unpaid principal balance together with any accrued interest thereon, shall become immediately due and payable at any time upon demand by the Holder.

Interest on Outstanding Balance of Loan: Interest shall accrue on any unpaid balance of the loan at the rate of 12% compounded annually. All payments made hereunder shall be first applied to accrued interest and then against the then-current outstanding balance of the principal amount of the loan.

Payment Schedule: Starting on _____ and continuing until the earlier to occur of: (i) the full repayment of the principal balance of the loan together with any accrued interest thereon; or (ii) demand by the Holder, in accordance with the provisions hereof, for full and immediate repayment of all sums due hereunder, Borrower(s) shall make monthly payments in the amount of _____ on the 15th day of each month. All payments shall be first applied to accrued interest and then to the outstanding principal balance of the loan. The loan shall be paid in full not later than _____.

Interest Forgiveness: If the loan is paid in full by the final payment due date, all accrued interest will be forgiven. If the loan is not paid in full by the final payment due date, all interest accrued on the outstanding balance of the loan over the term of the loan will be due and payable in full along with any outstanding principal amount.

Late Fees: In the event that a payment due under this note is not made within ten (10) days of the time set forth herein, Borrower(s) shall pay a late fee equal to the greater of: (i) \$100.00; or (ii) 5% percent of the amount of the payment which is overdue.

Place of Payment: All payments due under this note shall be delivered personally or sent by U.S. mail or express courier service to the offices of Sciarabba Walker & Company: [insert address], or to such other address as the Holder may designate in writing from time to time.

Change of Borrower's Address – Borrower(s) shall provide prompt written notice to the Holder of any change of address.

Prepayment - This note may be prepaid in whole or in part at any time without premium or penalty. All prepayments shall first be applied to accrued interest and then to the outstanding balance of the principal.

Default/Costs of Collection: Borrower(s) shall be in default hereunder if, at any time, Borrower(s) fails to make any payment due under this note or otherwise breaches any term, condition or provision of this note. In the event of a default, Borrower[s] agrees to pay all costs and expenses incurred by the Holder in connection with the collection of this note, including, but not limited to: (i) all reasonable attorney's fees (which may include both hourly and contingent attorney's fees as permitted by law); and (ii) reasonable collection agency charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of the note) should collection be referred to a collection agency.

Acceleration: In the event that Borrower[s]: (i) fails to make any payment due under the terms of this note; (ii) breaches any term, provision or condition relating to any security, security agreement, note, mortgage or lien granted as collateral security for this note; (iii) seeks relief under the Bankruptcy Code; (iv) or suffers an involuntary petition in bankruptcy or receivership not vacated within thirty (30) days; then the entire outstanding balance of this note together with any interest accrued thereon shall be immediately due and payable. The provisions of this paragraph are in addition to, and in no way are intended to limit or supersede, all of Holder's other rights and remedies hereunder, including Holder's right to declare the note immediately due and payable hereunder at any time and with or without cause.

Joint and Several Liability: All of the undersigned borrowers shall be jointly and severally liable for any and all amounts due under this Note.

Modification/Waiver: No modification or waiver of any of the terms of this note 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.

Transfer of the Note: Borrower(s) hereby waives any notice of the transfer of this note by the Holder or by any subsequent holder of this note, and agrees to remain bound by the terms of this note subsequent to any such transfer, and further agrees that the terms of this note may be fully enforced by any subsequent holder of this note.

Severability: In the event that any provision of this note is deemed unenforceable, all other provisions of this note shall remain in full force and effect.

Choice of Law: This note and the parties' respective rights, duties and obligations hereunder shall be governed by and interpreted under the laws of the County of Onondaga, State of New York.

Signed under penalty of perjury, this ____ day of _____.

Borrower(s) Name Social Security Number Date of Birth

[Note- each borrower should sign separately.]

Signed under penalty of perjury, this ____ day of _____.

Borrower(s) Name Social Security Number Date of Birth

[Note- each borrower should sign separately.]

Signed in the presence of:

Witness

HOLDER:

737 Comstock Avenue Inc.:

By: Henry C. Suominen, Jr.

President & Treasurer