

PROMISSORY NOTE

U.S. \$750,000.00

July 28, 2006

FOR VALUE RECEIVED, the undersigned, **Phillip J. Kronzer, and Phillip J. Kronzer Foundation for Religious Research**, (hereinafter "Maker") hereby promises to pay to the order of **Caritas of Birmingham, Community of Caritas, Terry Colafrancesco, Daniel J. Burnick and Sirote & Permutt, P.C.** (hereinafter collectively "Holder") the principal sum of Seven Hundred Fifty Thousand and 00/100ths Dollars (\$750,000.00), as follows:

(a) The entire principal balance of the Note, without interest, shall be due and payable on the 16th day of October, 2006. Payment will be made by certified funds or wire transfer to Holder c/o Sirote & Permutt, 2311 Highland Avenue South, Birmingham, Alabama 35205.

1. Right of Prepayment: The Maker reserves the right and privilege to prepay Note in whole or in part.

2. Interest: The stated principal sum shall bear interest at the rate of 0% per annum from date of this Note, until paid, unless there is a default, at which time the principal sum shall bear interest at the rate of 12% per annum from the date this Note is executed.

3. Events of Default and Remedies: In the event the principal sum is not received by the Holders on or before October 16, 2006, the Makers agree to consent to a judgment in the amount of \$1,000,000.00, as set forth in the Mutual Settlement Agreement and Release entered into between the Maker and the Holder. By consent, the Defendants hereto agree that this Promissory Note and the Consent Judgment, if entered, are not dischargeable under the applicable provisions of 11 U.S.C. §523, Bankruptcy Code, as currently amended. In the event of the death of any of the individual holders, the individual holder consents to a lien of \$1,000,000.00 on any and all assets of the estate, and said lien will have priority over any general creditors. If this Note is placed in the hands of an attorney for collection, or if it is collected through any legal proceeding at law or equity, or in bankruptcy, receivership or other court proceeding, the Maker agrees to pay all costs of collection, including without limitation, court costs and reasonable attorneys' fees, including all costs incurred in connection with any appeal.

4. Cumulative Rights: No delay on the part of the Holder of this Note in the exercise of any power or right under this Note or under any other instrument executed pursuant hereto shall operate as a waiver thereof, nor shall a single or partial exercise of any other power or right. Enforcement by the Holder of this Note of any security for the payment thereof shall not constitute any election by it of remedies so as to preclude the exercise of any other remedy available to it.

5. Waiver: The Maker hereby (a) waives as to this debt or any renewal or extension thereof all rights of exemption under the Constitution or laws of Alabama or any other state; (b) waives demand, presentment, protest, notice of protest, suit and all other requirements

necessary to hold him, her or it liable hereunder; and (c) agrees that time or payment may be extended or renewal note taken or other indulgence granted without notice of or consent to such action, without release of liability as to any party to this instrument.

6. Limitation on Interest: Notwithstanding any provision to the contrary, the interest rate provided by this Promissory Note shall in no case exceed the rate allowable under any statute or law applicable to this transaction when appropriate consideration is given to borrowers and lenders of like character or classification. In the event the rate is determined to exceed the rate allowable under any statute or law applicable to this transaction after giving such appropriate consideration, the interest rate shall be the maximum allowed by any such statute or law.

7. Governing Law: This Note has been executed and delivered, and is to be performed, in the State of Alabama, and the laws of the State of Alabama shall govern the validity, construction, enforcement and interpretation of this Note.

8. Headings: The headings of the sections of this Note are inserted for convenience only and shall not be deemed to constitute a part hereof.

9. Successors and Assigns: Holder shall include any subsequent holder of this Note and Maker shall include undersigned's heirs, executors and administrators.

IN WITNESS WHEREOF, the Maker has executed this Note on the 28 day of July, 2006.

MAKER

By: Phillip J. Kronzer
Phillip J. Kronzer

Don A. Waters
Witness

MAKER

By: Phillip J. Kronzer
Phillip J. Kronzer Foundation for Religious Research
PRESIDENT

Don A. Waters
Witness

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

CARITAS OF BIRMINGHAM, COMMUNITY)
OF CARITAS and TERRY)
COLAFRANCESCO,)

Plaintiffs,)

v.)

PHILLIP J. KRONZER, THE PHILLIP J.)
KRONZER FOUNDATION FOR RELIGIOUS)
RESEARCH; and DONN WATERS,)

Defendants.)

CIVIL ACTION NO. CV 05-1158

RECEIVED AND FILED
MARY H. HARRIS

OCT 18 2006

CIRCUIT & DISTRICT
COURT CLERK
SHELBY CO.

Stipulated to

CONSENT JUDGMENT

The undersigned Defendants, Phillip J. Kronzer, individually and the Phillip J. Kronzer Foundation for Religious Research, pursuant to the terms and provisions of the Mutual Settlement Agreement and Release entered into on the 3 day of AUGUST, 2006, hereby consent to a judgment in the amount of \$1,000,000.00 to be entered against them in the above-referenced matter. By consent of the Defendants, the Defendants agree that the Consent Judgment entered is not dischargeable under the applicable provisions of 11 U.S.C. §523, Bankruptcy Code, as currently amended.

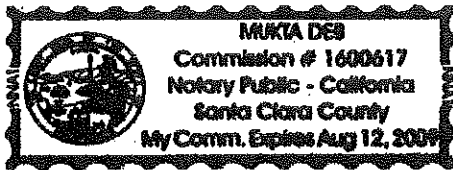
Phillip J. Kronzer
Phillip J. Kronzer, Individually

STATE OF California

COUNTY OF Santa Clara

I, the undersigned, a Notary Public in and for said County and State, hereby certify that PHILLIP J. KRONZER, INDIVIDUALLY, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he voluntarily executed the same on the day the same bears date.

Given under my hand and seal this the 3rd day of August, 2006.



Mukta Des
NOTARY PUBLIC
My Commission Expires: Aug 12th, 2009

Phillip J. Kronzer
The Phillip J. Kronzer Foundation for
Religious Research

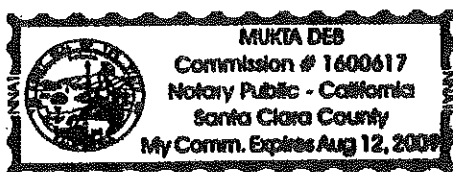
By its PRESIDENT

STATE OF California

COUNTY OF Santa Clara

I, the undersigned, a Notary Public in and for said County and State, hereby certify that THE PHILLIP J. KRONZER FOUNDATION FOR RELIGIOUS RESEARCH, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, it voluntarily executed the same on the day the same bears date.

Given under my hand and seal this the 3rd day of August, 2006.



Mukta Des
NOTARY PUBLIC
My Commission Expires: Aug 12th, 2009