

CALIF. COMM. CODE 3104. Negotiable Instrument.  
CALIF. JUR. 3d-SECURED TRANSACTIONS  
CALIF. JUR. 3d--Bills & Notes  
CALIF. COMM. CODE 9104. Control Of Deposit Account

A 300 Entity Enterprise. @ 2006 NDUGU ENTERPRISES, INC @ MAIL.COM

# NDUGU Enterprises

IN # 30-0375913  
L. CORP.# 2936918  
M. STOCK CORP. # 07-153233  
SEC. & EXCH. COMM. -ACCESSION NO. 0001490378-10-000001  
2056 W. 105th ST.  
Los Angeles, CA 90047  
(323) 777-6357

TO :

The Maker of a PROMISSORY NOTE (1) express agrees to pay the note according to its terms, (2) admits the existence of the payee, and (3) warrants that the payee is competent to transfer the instrument by indorsement.

Bernard L. Smith  
PAY TO THE ORDER OF : NDUGU ENTERPRISES, INC. \$ 5,950,000  
FIVE MILLION-NINE HUNDRED FIFTY THOUSAND DOLLARS

MAKER : NDUGU ENTERPRISES, INC

The credit line/loan we request can have an Interest Rate of: 13.99 %  
UCC # 10-7230473188 -Transmitting Utility SECURED

Life of Credit/Loan : 15 Years or REVOLVING

First Annual payment : Payment of \$ 339,120.25 due ONE YEAR after note is endorsed. Or when credit is available.

Loan/Credit paid in full on or before : January 1st, 2026.

### CAPITAL INVESTMENTS

NDUGU ENTERPRISES, INC. will immediately purchase/lease office space for an HEADQUARTERS where it can continue to issue stock by way of an IPO: INITIAL PUBLIC OFFERING. NDUGU, INC. have 118 businesses ready for operations, with 1,850,000 jobs.

### INVESTMENT EXPENSES

NDUGU ENTERPRISES, INC. will purchase \$ 1.4 MILLION DOLLARS of its stock. It will also purchase stocks/CD from thirty (30) banks, investment firms, and private equity firms to build revenue and financial stability.

### ENTERPRISE AMBASSADORS :

Our intentions are to hire 75 college students after graduation, or those soon to graduate in accounting, management, food, medicine, engineering, telecommunications, stocks/brokerage, attorney, health care insurance coordinator, marketing, language, and more. @ \$ 35,000-Annually ( to start ).

### COLLATERAL/SECURED \$ 17.00 Per Share Stock

NDUGU ENTERPRISES, INC. will offer you 350,000 shares of stock as collateral for this sum of money NDUGU, INC promises to pay at a later date.

Bernard L. Smith  
MR. Bernard L. Smith  
CHIEF INVESTMENT OFFICER  
NDUGU ENTERPRISES, INC

My mailing address is :  
Bernard L. Smith  (URL)

CERTIFIED PROMISSORY NOTE

Note Number: 2936918

Pay to the Order of: NDUGU ENTERPRISES, INC.

Date

\$ 5,950,000

FIVE MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS

100\*\*DOLLARS

This Instrument is tendered by the Undersigned Respondent, NDUGU ENTERPRISES, INC. hereinafter "Maker." And in accordance with law, as codified at UCC §§ 1-103, 1-104, 1-201(4)(20)(30), 3-103(a)(6), 3-104(a)(b) and Public Policy at House Joint Resolution 192 of June 5, 1933, as full satisfaction of an alleged debt claimed and allegedly owed in favor of Payee herein, i.e. NDUGU ENTERPRISES, INC. STATE OF CALIFORNIA, d.b.a. a debt collector, as per Payee's/Debt Collector's Presentment:

Alleged Creditor:

Alleged Account No.: EIN# 30-0375913 / TIN# 95-4866943 / DOM. STOCK CORP.# 07-153233

Alleged Amount Due: \$ 5,950,000 / UCC # 10-7230473188 / CALIF. CORP# 2936918

A true and correct copy of Presentment is attached hereto, made fully part hereof, and included herein by reference. This statement constitutes Maker's promise for paying this instrument upon presentment and endorsement, at Maker's location.

As an operation of law, Payee/Debt Collector tacitly consents and agrees that there is accord and satisfaction by use of this instrument for satisfying Payee's/Debt Collector's claim and Maker is hereby discharged from liability on this alleged account and the obligation is suspended in accordance with law as codified at UCC §§ 3-310(b), 3-311, and §3-603.

Maker does not waive timeliness. However, if Payee/Debt Collector needs additional time, Payee/Debt Collector must present Maker with a written request for additional time within a reasonable time, setting forth the reasons Payee/Debt Collector requests extension of time, with good cause shown. The acceptability of any such request received by Maker from Payee/Debt Collector is conditional upon approval by Maker.

In the event this instrument is not presented for payment within a reasonable period of time, and there has been no request for an extension of time with good cause shown, Payee/Debt Collector tacitly consents and agrees that Payee/Debt Collector has no bona-fide verifiable claim regarding this alleged account.

Payee/Debt Collector tacitly consents and agrees that Debt Collector has a duty for preventing this alleged account from damaging Maker in any way, and that Debt Collector confesses judgment and Maker reserves the right for initiating a counterclaim against Debt Collector, and for filing a claim against the bond of any responsible party, including Debt Collector and all principals, agents, and assignees of Debt Collector, whose acts/omissions result in tort damages against Maker.

SECURITIES & EXCHANGE COMMISSION-ACCESSION No. 0001490378-10-000001

Dated:

EIN# 30-0375913 TIN# 95-4866943 NDUGU ENTERPRISES, INC. / PRIME PEOPLE PARTY, INC.

Respondent/Maker

Witness: Bernard L. Smith

Witness: Birdie M. Smith

Authorized person indorse below. Print name and official title when presenting this instrument for payment. Government-issued ID with photograph required, i.e. only the following types of ID accepted: state-issued Drivers License; state-issued Identification Card; Passport.

Bernard L. Smith 6-26-1962

Printed Name of Indorser

MANAGER / CHIEF INVESTMENT OFFICER

Official Title of Indorser

STATE IDENTIFICATION CARD Social Security Card

Form of Photo Identification

ARTICLES OF INCORPORATION

Form of Official Identification

Bernard L. Smith

Signature of Indorser

Date of Presentment and Indorsement

Recording Requested by, and

When Recorded Return to: Bernard L. Smith

P.O. Box 2056 W. 105th ST Los Angeles, CA 90047

P.O. BOX

CA 9

Date:



Right Thumb Print

4.