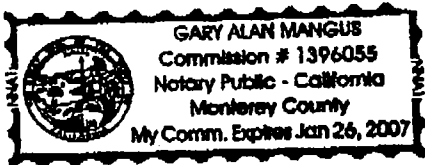


This is Exhibit " B "
Referred to in the Affidavit
of ROBERT HOPKINS
Sworn before me this 23
day of April A.D. 2004

Gary Alan Mangus
Notary Public in and for the
State of CALIFORNIA



772917 ALBERTA INC.

8% SUBORDINATED PROMISSORY NOTE

\$200,000.00

Calgary, Alberta, Canada
March 3, 1998

FOR VALUE RECEIVED, the undersigned 772917 Alberta Inc. (the "Company"), a corporation existing under the laws of Alberta, Canada hereby unconditionally promises to pay to David Catta or his assigns (the "holder") in lawful money of Canada by cheque delivered to the place designated from time to time by the holder of the Note, the principal sum of two hundred thousand dollars (\$200,000.00) in two equal payments of \$66,666.67 on each of March 31, 2003 and March 31, 2004, and an additional and final payment of \$66,666.66 on March 31, 2005, with interest thereon payable from time to time as provided herein.

This 8% Subordinated Promissory Note (the "Note") is issued by the Company pursuant to the terms of the Share Purchase Agreement (the "Agreement"), dated as of March 3, 1998, by and among the Company, CM Equity Partners, L.P., a Delaware limited partnership, Ross Evans, David Catta and certain shareholders of Evans Consoles Inc., a corporation existing under the laws of Alberta, Canada. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

The Company shall pay interest, in arrears, on each March 31, June 30, September 30 and December 31 of each year or, if any such date shall not be a Business Day, on the next succeeding Business Day to occur after such date, on the unpaid portion of the principal amount of this Note at the rate of 8% per annum both before and after maturity, default and judgment. Interest on this Note shall accrue from the date of issuance until repayment of the principal and payment of all accrued interest in full with the first payment of interest to begin on March 31, 1998. Interest shall be compounded monthly. Interest on this Note shall be paid in lawful money of Canada by cheque delivered to the place designated from time to time by the holder of this Note.

In the event that the Company defaults in making any payment to the holder, the entire principal amount and all accrued and unpaid interest shall immediately become due and payable.

Subject to the terms of the Purchaser Note Subordination Agreement, the principal and all accrued interest hereunder may be prepaid at any time by the Company, in part or in full, without premium or penalty. All prepayments shall be applied first to any and all fees, costs and expenses (including legal fees on a solicitor and his own client basis) incurred by the holder hereof or an agent of such holder in the exercise of such holder's remedies under this Note, if any, then to payment of accrued interest and then to principal under this Note.

This Note and all rights of the holder hereof, in respect of this Note, are subordinated to the securities issued pursuant to the Securities Purchase Agreements. The Company and the holder of this Note by accepting this Note, agree to the subordination provisions contained in the Purchaser Note Subordination Agreement.

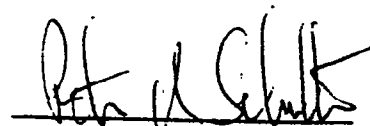
This Note shall be interpreted and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the Province of Alberta applicable to agreements made and to be performed entirely within such Province. Whenever possible each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

The Company hereby waives the benefits of division and discussion, demand and presentment for payment, notice of non-payment, protest and notice of protest of this Note.

The provisions of this Note shall be binding upon the Company and its successors and assigns.

772917 ALBERTA INC.

By:



Name: Peter M. Schulte

Title: President

772917 ALBERTA INC.

8% SUBORDINATED PROMISSORY NOTE

\$1,800,000.00

Calgary, Alberta, Canada
March 3, 1998

FOR VALUE RECEIVED, the undersigned 772917 Alberta Inc. (the "Company"), a corporation existing under the laws of Alberta, Canada hereby unconditionally promises to pay to 3263878 Canada Inc. or its assigns (the "holder") in lawful money of Canada by cheque delivered to the place designated from time to time by the holder of the Note, the principal sum of one million eight hundred thousand dollars (\$1,800,000.00) in three equal payments of \$600,000.00 on each of March 31, 2003, March 31, 2004, and March 31, 2005 with interest thereon payable from time to time as provided herein.

This 8% Subordinated Promissory Note (the "Note") is issued by the Company pursuant to the terms of the Share Purchase Agreement (the "Agreement"), dated as of March 3, 1998, by and among the Company, CM Equity Partners, L.P., a Delaware limited partnership, Ross Evans, David Catta and certain shareholders of Evans Consoles Inc., a corporation existing under the laws of Alberta, Canada. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

The Company shall pay interest, in arrears, on each March 31, June 30, September 30 and December 31 of each year or, if any such date shall not be a Business Day, on the next succeeding Business Day to occur after such date, on the unpaid portion of the principal amount of this Note at the rate of 8% per annum both before and after maturity, default and judgment. Interest on this Note shall accrue from the date of issuance until repayment of the principal and payment of all accrued interest in full with the first payment of interest to begin on March 31, 1998. Interest shall be compounded monthly. Interest on this Note shall be paid in lawful money of Canada by cheque delivered to the place designated from time to time by the holder of this Note.

In the event that the Company defaults in making any payment to the holder, the entire principal amount and all accrued and unpaid interest shall immediately become due and payable.

Subject to the terms of the Purchaser Note Subordination Agreement, the principal and all accrued interest hereunder may be prepaid at any time by the Company, in part or in full, without premium or penalty. All prepayments shall be applied first to any and all fees, costs and expenses (including legal fees on a solicitor and his own client basis) incurred by the holder hereof or an agent of such holder in the exercise of such holder's remedies under this Note, if any, then to payment of accrued interest and then to principal under this Note.

This Note and all rights of the holder hereof, in respect of this Note, are subordinated to the securities issued pursuant to the Securities Purchase Agreements. The Company and the holder of this Note by accepting this Note, agree to the subordination provisions contained in the Purchaser Note Subordination Agreement.

This Note shall be interpreted and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the Province of Alberta applicable to agreements made and to be performed entirely within such Province. Whenever possible each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

The Company hereby waives the benefits of division and discussion, demand and presentment for payment, notice of non-payment, protest and notice of protest of this Note.

The provisions of this Note shall be binding upon the Company and its successors and assigns.

772917 ALBERTA INC.

By:



Name: Peter M. Schulte

Title: President