

CONVERTIBLE PROMISSORY NOTE

\$2,000

Salt Lake City, UT
3/11/2008

FOR VALUE RECEIVED, the undersigned, XTAGGED, Inc a corporation with an address of 473 Pages Lane Bountiful, UT 84010 (the "Corporation"), agrees and promises to pay to Chris Engelbregt (the "Holder"), with an address of 7820 S 1000 W Willard, UT 84340, the principal amount of \$2,000, together with interest at a rate of 7% per annum.

1. Payment. Payment shall be due and payable as follows:
 - (a) The unpaid principal amount shall bear interest, beginning on the date outstanding, at a rate equal to the sum of 7% per annum. Interest shall be computed for the actual number of days elapsed on the basis of a year of 365 days.
 - (b) Except as otherwise provided herein, from the period beginning on the date outstanding until December 31, 2009, interest only shall be due and payable annually on the last Business Day of December, with the first payment of interest commencing December 31, 2008.
 - (c) For purposes of this Convertible Promissory Note ("Note"), "Business Day" shall mean any day on which commercial banks are open to do business in the Bountiful, UT.
 - (d) The entire principal amount of this Note, together with accrued but unpaid interest, shall be due and payable on December 31, 2009.
 - (e) Between the period that the Corporation offers the initial round of funding to various potential investors and the end of the term, the Corporation may prepay all or any portion of the principal sum and then due interest at any time after 30 days written notice to the Holder. The Holder may, within said 30 days, provide written notice that the Holder exercises the Holder's rights under Section 6 as to said portion. Interest shall cease on said portion at the date of conversion.
2. Manner of Payment. All the principal and interests due under the Note shall be payable no later than December 31 2009 5pm Mountain Standard Time, in legal tender of the United States of America current on the dates such payments are due, in immediate available funds, without offset or setoff. In the event of the occurrence of an Event of Default (as defined

herein), the Holder may declare the entire outstanding balance of principal and interests, immediately due and payable, without presentment, protest, notice or demand, all of which are expressly waived.

The term "Event of Default" shall mean:

- (a) the failure to pay any installment of principal or interest due under the Note within ten (10) days after the day on which any such payment is due;
- (b) the Corporation shall make an assignment for the benefit of creditors or admit in writing its inability to pay its debts generally as they become due or fail to generally pay its debts as they become due; an order, judgment or decree shall be entered for relief in respect of or adjudicating the Corporation or any of its subsidiaries bankrupt or insolvent; the Corporation or any of its subsidiaries shall petition or apply to any tribunal for the appointment of, or taking of possession by, a trustee, receiver, custodian, or liquidator or other similar official of the Corporation or any subsidiary or of any substantial part of any of their respective assets; the Corporation or any of its subsidiaries shall commence any proceeding relating to the Corporation or any subsidiary under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, or any such petition or application is filed or any such proceeding is commenced against the Corporation or any of its subsidiaries and such petition, application or proceeding is not dismissed within 60 days; or
- (c) Any representation or warranty made by the Corporation herein is breached or is false or misleading in any material respect, or any schedule, certificate, financial statement, report, notice, or other writing furnished by the Corporation to the holder is false or misleading in any material respect on the date as of which the facts therein set forth are stated or certified.

3. No Setoff, Etc. The obligations of the Corporation to pay the principal balance and interest due to the Holder shall be absolute and unconditional and the Corporation shall make such payment without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, setoff, recoupment, or counterclaim which the Corporation may have or assert against the Holder or any other person.

4. Waiver of Presentment, Etc. The Corporation waives presentment, demand, notice of dishonor, protest and notice of nonpayment and protest.

5. Costs of Collection. The Corporation shall pay all costs and expenses of collection incurred by the Holder, including reasonable attorneys' fees.

6. Conversion. Commencing on the first day that a private stock offering is opened the Holder may at any time prior to 5:00 p.m., Mountain Standard time, within six months of such offering convert all of the outstanding balance of principal and interest hereunder into shares of common stock, as listed on any open private offering. The conversion price shall be as outlined in the offering. Such conversion shall be effected by the surrender of this Note at the principal office of the Corporation (or such other office or agency of the Corporation designate by notice in writing to the Holder), together with notice in writing that the Holder wishes to convert a portion or all of this Note, which notice shall also state the name(s) (with addresses) and denominations in which the certificate(s) for the shares shall be issued and shall include instructions for delivery thereof. The Notice of conversion may be submitted by facsimile or other reasonable means of communication. Upon conversion of the Note, the Holder shall be required to physically surrender the Note to the Corporation. Upon receipt by the Corporation from the Holder of a facsimile (or other reasonable means of communication) of a Notice of Conversion meeting the requirements for conversion as provided herein, the Corporation shall issue and deliver or cause to be issued/or delivered to or upon the order of the Holder certificates for the shares issuable upon such conversion within five (5) business days after such receipt and surrender of this Note in accordance with the terms thereof.

7. Reservation of Shares; Etc.

- (a) The Corporation will at all times from and after this date reserve and keep available out of its authorized but unissued shares or its treasury shares, or otherwise, solely for the purpose of issuance upon the conversion of this Note, such number of shares as shall then be issuable upon the conversion of this Note. The Corporation covenants that all shares which shall be so issuable shall, when issued, be duly and validly issued, fully paid and nonassessable and free from all taxes, liens and charges.
- (b) The Corporation will not take any action which would result in any adjustment of the number of shares acquirable upon conversion of this Note if the total number of shares issuable after such action upon conversion of this Note, together with the total number of shares then outstanding, would exceed the total number of shares then authorized under the Corporation's Certificate of Incorporation which are not reserved or required to be reserved for any purpose other than the purpose of issue upon conversion of this Note.
- (c) The issuance of certificates for shares upon conversion of this Note shall be made without charge to the Holder for any issuance tax or other cost incurred by the Corporation in connection with such conversion and the related issuance of shares.
- (d) If any shares required to be reserved for purposes of conversion of this Note require, before such shares may be issued upon conversion, registration with or approval of any governmental authority under any

federal or state law (other than any registration under the Securities Act of 1933, as then in effect, or any similar federal statute then in force, or any state securities law, required by reason of any transfer involved in such conversion) or listing on any domestic securities exchange, the Corporation will, at its expense and as expeditiously as possible, use its best efforts to cause such shares to be duly registered or approved for listing or listed on such domestic securities exchange, as the case may be.

8. Adjustments. In order to prevent dilution of and to the conversion rights of the Holder hereunder, the number of shares to be issued by the Corporation upon conversion hereof shall be subject to adjustment from time to time as provided in this Section 7. The conversion price shall be adjusted for stock dividends, stock splits, recapitalizations or combinations of shares.

9. Notice of Adjustment. Upon any adjustment in the number of shares acquirable and receivable upon conversion of the Note or any adjustment or readjustment in the conversion price, the Corporation shall send written notice to the Holder, which notice shall set forth in reasonable detail the method of calculation and the facts upon which such calculation is based. The Corporation may retain a firm of independent public accountants of recognized standing which may be the firm regularly retained by the Corporation to make any computation required under this Section and a certificate signed by such firm shall be conclusive evidence of the correctness of any computation made under this Section.

In the event that:

- (i) the Corporation shall declare any dividend or distribution upon its stock, whether in cash, property, stock or other securities, whether or not a regular cash dividend and whether or not out of earnings or earned surplus; or
- (ii) the Corporation shall offer for subscription pro rata to its stockholders any additional shares of stock of any class or other rights; or
- (iv) there shall be any voluntary or involuntary dissolution, liquidation or winding up of the Corporation;

then in connection with each such event, the Corporation shall send to the Holder (a) at least 60 days' prior written notice of the date on which the books of the Corporation shall close or a record shall be taken for such dividend, distribution or subscription rights (and specifying the date on which the stockholders shall be entitled) or for determining rights to vote in respect of such dissolution, liquidation or winding up, and (b) in the case of any such dissolution, liquidation or winding up, at least 60 days' prior written notice of the date when the same shall take place (and specifying the date on which the stockholders shall be entitled to exchange their

stock for securities or other property deliverable upon such dissolution, liquidation or winding up).

10. Voting. Nothing contained in this Note shall be construed as conferring upon the Holder the right to vote or to consent or to receive notice as a stockholder in respect of the meetings of stockholders for the election of directors of the Corporation or any other matter. Notwithstanding the foregoing, the Corporation shall mail by first class to the Holder at the address specified in Section 10, one copy of all materials forwarded to stockholders or filed with the Securities and Exchange Commission by the Corporation, said mailing to be made promptly after mailing to stockholders or filing with the Securities and Exchange Commission, as the case may be.

13. Notices.

- (a) Any notice pursuant to this Note to be given or made by the Holder to or upon the Corporation shall be sufficiently given or made if sent by certified or registered mail, postage prepaid, addressed (until another address is sent by the Corporation to the Holder) as follows:

Attention: Chief Executive Officer
Andres Esquivel Jr
XTAGGED, Inc
473 Pages Lane
Bountiful, UT 84010

Chris Engelbreght
7820 S 1000 W
Willard, UT 84340

- (b) Any notice pursuant to this Note to be given or made by the Corporation to or upon the Holder shall be sufficiently given or made if sent by certified or registered mail, postage prepaid, addressed (until another address is sent by the Holder to the Corporation) to the address of the Holder set forth above.

14. Governing Law. THIS NOTE SHALL BE ENFORCED, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICT OF LAWS. THE CORPORATION HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES FEDERAL COURTS LOCATED IN UTAH WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS NOTE. BOTH PARTIES IRREVOCABLY WAIVE THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH SUIT OR PROCEEDING. BOTH PARTIES FURTHER AGREE THAT SERVICE OF PROCESS UPON A PARTY MAILED BY FIRST CLASS MAIL SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS

UPON THE PARTY IN ANY SUCH SUIT OR PROCEEDING. NOTHING HEREIN SHALL AFFECT EITHER PARTY'S RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW. BOTH PARTIES AGREE THAT A FINAL NON-APPEALABLE JUDGMENT IN ANY SUCH SUIT OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON SUCH JUDGMENT OR IN ANY OTHER LAWFUL MANNER. THE PARTY WHICH DOES NOT PREVAIL IN ANY DISPUTE ARISING UNDER THIS NOTE SHALL BE RESPONSIBLE FOR ALL FEES AND EXPENSES, INCLUDING ATTORNEYS' FEES, INCURRED BY THE PREVAILING PARTY IN CONNECTION WITH SUCH DISPUTE.

15. Register of Notes. The Corporation shall keep at its principal office (or such other place the Corporation reasonably designates) a register for the registration of the Note. Each transfer of the Note, conversion thereof into stock and payment thereunder as well as the name and address of such holder of the Note shall be noted on the register of the Note. The register shall be made available by the Corporation for review by the Holder or his agent during usual business hours of the Corporation.

16. Modification and Waiver. No modification or waiver of any provision of this Note, nor any departure by the Corporation therefrom, shall in any event be effective unless the same shall be in writing signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

17. Assignment of Note. Corporation may be assign or transfer this Note or any of its obligations under the Note except by the consolidation or merger of the Corporation, with or into another corporation. This Note may be assigned at any time by the Holder. The covenants, terms, and conditions contained in this Note apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

18. Representations and Warranties of Holder. In connection with the Note, the Holder represents to the Corporation the following:

- (a) *Sophistication.* Holder has (i) a pre-existing personal or business relationship with the Corporation or one or more of its officers, directors, or control persons; or (ii) Holder is an accredited investor; and (iii) by reason of Holder's business or financial experience, or by reason of the business or financial experience of Holder's financial advisor who is unaffiliated with and who is not compensated, directly or indirectly, by the Corporation or any affiliate or selling agent of the Corporation, the Holder is capable of evaluating the risks and merits of this investment and of protecting the Holder's own interests in connection with this investment.
- (b) *Investment Intent.* Holder is purchasing this Note solely for his own account for investment. Holder has no present intention to resell or distribute the Note or any of the shares received upon conversion or any portion thereof. The entire legal and beneficial interest of this Note is being purchased, and will be held, for Holder's account only, and neither in whole or in part for any other person.

- (c) *Economic Risk.* Holder realizes that the Note is a highly speculative investment and involves a high degree of risk. Holder is able, without impairing Holder's financial condition, to hold this Note and the underlying shares for an indefinite period of time and to suffer a complete loss of Holder's investment.
- (d) *Restrictions on Transfer.* Holder understands that no public market for the Note or any of Corporation's securities presently exists. Holder further understands that the shares of the Corporation, upon conversion, may be free trading and registered shares of stock in full compliance with the Securities Act of 1933 (the "Securities Act"). Holder understands that unless the shares are registered, the certificate evidencing shares will be imprinted with a legend that prohibits the transfer of such shares.

19. Entire Statement. This Note constitutes a final written expression of all the terms of the agreement between the parties regarding the subject matter thereof, is complete and exclusive statement of those terms, and supersedes all prior and contemporaneous agreements, understandings, and representations between the parties. If any provision or any word, term, clause or other part of any provision of this Note shall be invalid for any reason, the same shall be ineffective, but the remainder of this Note shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, Maker and Payee have executed this Note effective as of the date first set forth above.

CORPORATION:

By: 

HOLDER:

By: 