

Exhibit B

Amount: \$500,000.00

Effective Date: June 6, 2008

**PROMISSORY NOTE**

FOR VALUE RECEIVED, American Fiber, Inc., a Utah corporation and wholly-owned subsidiary of Surpha, Inc., a Nevada corporation (the "**Maker**") hereby promises to pay to the City of American Fork, a Utah municipality ("**Holder**") at 51 East Main Street, American Fork, Utah 84003, or at such other place as may be designated in writing by Holder, or its successors or assigns, in lawful money of the United States of America, the principal sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000), payable on December 31, 2012.

1. Interest. Maker shall pay interest-only monthly payments to Holder. The first payment is due July 1, 2008. The interest rate on the Note is the Bank Prime Rate as published in the Wall Street Journal on the first business day of the month prior to the interest payment being due. In addition, upon an Event of Default (as defined below) under this Note, the interest rate on all remaining balances of principal and interest shall accrue at Twelve Percent (12%) per annum from the date of such default until this Note, and all accrued and unpaid interest, is paid in full.

2. Application of Payments. All payments on this Note shall be by check or wire transfer to an account designated by Holder. All payments on this Note shall be applied first to attorney's fees and costs, if any, and collection costs, if any incurred by the Holder in enforcing this Note, then to accrued and unpaid interest on this Note, if any, with the balance, if any, applied upon the principal of this Note.

3. Prepayment. Maker may prepay the principal of this Note in whole or in part at any time without penalty.

4. Security. This Note is secured by a Security Agreement, of even date herewith between Maker and Holder, and by a UCC-1 financing statement of even date herewith by Maker in favor of Holder.

5. Default on Note. Upon the occurrence of an Event of Default under Paragraph 8 which is not cured within the periods provided Paragraph 6 below, Holder (as holder of the Note) may, by notice to Maker, declare the entire then-outstanding principal balance on the Note, together with interest as provided in the Note, immediately due and payable without further notice, protest, presentment or demand, all of which are hereby waived by Maker.

6. Notice. If any Event of Default shall occur hereunder or with regard to any agreement executed in connection herewith, including without limitation the Agreement of Purchase and Sale of Assets, Lease Agreement and Security Agreement (collectively the "Transaction Documents"), Holder, before exercising any of the remedies provided in Section 7 of this Agreement shall give written notice to Maker of such Event of Default and:

(a) if the Event of Default is a Monetary Default, Maker shall have fifteen (15) days within which to cure the default following giving of notice; or

(b) if the Event of Default is a Non-Monetary Default, Maker shall have thirty (30) days within which to cure the default after the giving of notice; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30) day period, such 30-day period shall be extended if Maker shall, within such period, commence such cure and give written notice to Holder of the actions taken (and to be taken) to effect such cure and, thereafter, diligently pursues the same to completion within a reasonable time.

A "Monetary Default" means an Event of Default that involves the failure to pay money when due. A "Non-Monetary Default" means all other Events of Default whether defined herein or in a Transaction Document that are not Monetary Defaults. For purposes of this Agreement and the Transaction Documents, Events of Default shall include a change in control of Maker constituting the sale or other transfer of 51% or more of the membership interests of Maker for purposes other than estate planning.

7. Remedies. In the event that any Event of Default shall occur and continue after any required notice and lapse of any applicable cure period, all of the duties of Holder under this Agreement and the other Transaction Documents shall cease and terminate, and Holder shall have the following alternative, cumulative and non-exclusive remedies:

(a) Holder may, by notice to Maker, declare the entire then-outstanding principal balance on the Note, together with interest as provided in the Note, immediately due and payable, without further notice, protest, presentment or demand, all of which are hereby waived by Maker; and

(b) Holder may bring an action at law or in equity, or both, whether for damages or for specific performance or injunction or for any other equitable remedy; and

(c) Holder may require Maker to identify the location of the Collateral and to make the Collateral available to Holder at a place to be designated by Holder which is reasonably convenient to Maker and to Holder; and

(d) Holder may foreclose its security interest against the Collateral and may exercise any other remedies allowed by law or by agreement; and

(e) Maker hereby appoints Holder as Maker's true and lawful attorney-in-fact, coupled with an interest, with power to:

(i) Endorse the name of Maker upon any instruments of payment, including, without limitation, payments made under any policy of insurance, that may come into possession of Holder and apply the same in full or part payment of any of the Obligations;

(ii) At Holder's option, take such action as deemed necessary by Holder to cure a default by Maker under any document or agreement affecting Maker's right, title and interest in and to the Collateral, whether superior or inferior to Holder's security interest therein;

(iii) Sell, assign, sue for, collect or compromise payment of all or any part of the Collateral in the name of Maker or in the name of Holder or make any other disposition of Collateral, or any part thereof, which disposition may be for cash, credit or any combination thereof, and Holder may purchase all or any portion of the Collateral at public or private sale, and in lieu of actual payment of such purchase price, may set-off the amount of such price against the Obligations; and

(iv) Holder shall have, in addition to any other rights and remedies contained in this Agreement and any of the other Transaction Documents, all of the rights and remedies of a Holder under the Utah Uniform Commercial Code in force as of the date of this Agreement, all of which rights and remedies shall be cumulative and nonexclusive, to the extent permitted by law.

8. Events of Default. The happening of any of the following events or conditions shall constitute a default under this Note (herein individually referred to as an "Event of Default"):

(a) Failure of Maker to pay when due any payment of principal, interest, or other charge pursuant to this Note;

(b) A failure by Maker to pay, perform or observe any obligation or covenant to be paid, performed or observed or the occurrence of any event of default under the Agreement For Purchase And Sale Of Assets, or the Security Agreement, all of even date herewith;

(c) If Maker dissolves, provided, however, that if dissolution is instituted by the corporation authority of Maker's state of incorporation, Maker shall have sixty (60) calendar days from the date of dissolution to be reinstated;

(d) Any merger, consolidation or combining of Maker with any other entity or business or converting Maker to any other form of entity;

(e) Any sale, transfer, assignment, pledge or granting of a security interest by Maker in assets secured by the Security Agreement of even date, except in the ordinary course of Maker's Business;

(f) Any transfer of ownership or control of Maker to any person. For this purpose, "owned" means ownership of 50% or more of the equity interests, shares and securities of the entity and "control" means the power to direct or cause the direction of management, policies and investments of the controlled entity;

(g) Any warranty, representation or statement made in the Security Agreement, or in this Note or that has a material adverse effect on the collateral secured thereby, made or furnished to Holder by Maker, proves to be or to have been false in any material respect either now or at the time when made or furnished;

(h) The transfer of title or possession of any of the collateral securing this Note due to a levy, seizure, or attachment if such transfer of title or possession materially and adversely affects Maker's ability to perform its obligations under this Note;

(i) The loss, theft, damage or destruction of any material portion of the collateral securing this Note for which there is no insurance coverage; or

(j) The liquidation, termination of existence, insolvency or business failure, as applicable, of Maker or the appointment of a receiver or other legal representative for any part of the assets of Maker, an assignment for the benefit of Maker's creditors, or the commencement of any proceeding under any bankruptcy or insolvency law by or against Maker;

(k) The breach of any term of the Transaction Documents.

9. Attorney's Fees. Upon any Event of Default (as defined above), Maker shall pay all costs and expenses, including reasonable attorney's fees, which Holder may incur or which may arise or accrue from enforcing this Note, or in pursuing any remedy provided hereunder or by law, whether such remedy is pursued by filing suit or otherwise and whether such costs and expenses are incurred with or without suit or before or after judgment.

10. Governing Law. This Note shall be construed in accordance with the laws of the State of Utah.

11. General Provisions.

(a) The terms of this Note may not be modified except by a writing signed by Holder and Maker.

(b) Any forbearance by Holder in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy.

(c) Acceptance by Holder of payment of any sum payable hereunder after the due date of such payment, or for an amount less than the amount due, shall not be a waiver of Holder's right to either require payment when due of all sums payable hereunder, or to accelerate as provided herein for failure to make timely payment.

(d) Time is of the essence hereof.

(e) All notices to the parties under this Note shall be in writing and shall be deemed given when received by the parties at the address indicated below.

**If to Holder:**

American Fork City  
Attn: Broadband Manager  
51 East Main Street  
American Fork, Utah 84003

**If to Maker:**

American Fiber, Inc.  
Attn: Larry A. Lires  
1503 North Technology Way  
Orem, Utah 84097

Maker and Holder may, by notice given hereunder, designate any further or different address to which subsequent notices or other communications directed to them may be sent.

(f) This Note shall be binding upon Maker and its successors and assigns, if any.

IN WITNESS WHEREOF, this Note has been duly executed by Maker to be effective as of the effective date set forth above.

**MAKER:**

American Fiber, Inc.

By: \_\_\_\_\_

  
Larry A. Lires

President and CEO