

Form 2.1 Term Note**TERM NOTE**

Principal Amount: [Amount]

[City], [State]

[Date]

IN CONSIDERATION of the amounts advanced hereunder, [Borrower], a [State] corporation, hereinafter (“Borrower”), promises to pay to the order of [Lender] (“Lender”) the principal sum of [Amount] (\$) together with accrued interest on the unpaid balance as hereinafter set forth.

Prior to maturity, interest shall accrue on the unpaid balance at a [fluctuating] [fixed] rate of [Percentage] percent (%) per annum in excess of the Reference Rate announced by [Lender] in effect [from time to time] [on [Date]]. [The rate at which interest accrues shall be adjusted simultaneously, with each announced change of the Reference Rate.] The interest rate shall be calculated on the basis of the actual number of days elapsed over a year of 360 days, and compounded annually.

After maturity whether by acceleration, occurrence of an event of default, demand or otherwise, interest shall accrue at a [fluctuating] [fixed] rate of [Percentage] percent (%) per annum in excess of the Reference Rate announced by [Lender] in effect [from time to time.] [on [Date]] [The rate at which interest accrues shall be adjusted, simultaneously, with each announced change of the Reference Rate.] The interest rate shall be calculated on the basis of the actual number of days elapsed over a year of 360 days and compounded annually.

If any interest in excess of the amount permitted by law is called for in this Note, or is adjudicated to be so, the provisions of this paragraph shall govern, and neither Borrower nor any of Borrower’s successors and assigns shall be obligated to pay the amount of such interest to the extent that it is in excess of the amount permitted under [State] law, and such amounts so paid, at the option of the Lender, shall either be applied against the principal balance of this Note or rebated to Borrower within thirty (30) days after such determination.

Borrower shall make payments to Lender in immediately available United States funds at the address set forth below or at such other location as Lender may specify from time to time,

Borrower’s Initials: _____

in equal monthly uninterrupted installments of principal in the amount of [Amount], plus all accrued and unpaid interest, due on the first day of each month, commencing on [Date] with a final and full payment of all outstanding principal and accrued interest due on [Date]. Whenever any payment to be made hereunder shall be due on a Saturday, Sunday or public holiday under the laws of the United States or the State of [State], such payment shall be made on the next succeeding business day.

Borrower [may] [may not] prepay the balance of the outstanding principal or interest under this Note, or any part of this Note, without penalty at any time, as provided in the Credit Agreement.

This Term Note is the Term Note referred to in, and is entitled to the benefits of, that certain Credit Agreement (the "Credit Agreement") between Borrower and Lender of even date herewith. The Credit Agreement, among other things, (i) contains provisions for acceleration of the maturity hereof upon the happening of certain stated events prior to the maturity hereof upon the terms and conditions therein specified; (ii) contains provisions for the mandatory prepayment hereof upon certain conditions; and (iii) directs how the proceeds hereof may be used.

All payments shall be applied in the following order: (i) to any collection costs; (ii) to the outstanding interest which has accrued on the balance of this Note; and (iii) to the outstanding principal balance on this Note. If any payment is not accompanied with specific instructions as to application, and Borrower has any obligation to Lender other than this Note, Lender may apply the payment to such obligation as Lender may elect.

A default of this Note shall consist of any of the Events of Default in the Credit Agreement or any of the following events: (i) any payment is not made when due; (ii) there is a default on any other obligation Borrower has with Lender; (iii) there is a failure to abide by any of the terms and conditions contained in any security agreement or deed of trust made by Borrower for Lender's benefit; or (iv) Lender has a good faith belief that the prospect of timely repayment is impaired regardless of whether such belief is caused by any act or failure to act of Borrower or any endorser, guarantor or accommodation party on this Note; (v) any warranty, representation or statement furnished by or on behalf of Borrower proves to have been false in any material respect when made or furnished; or (vi) the death, dissolution, termination of existence, merger, consolidation, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceedings under bankruptcy or insolvency laws by or against Borrower or any guarantor or surety for Borrower. In the event of a default, the unpaid principal balance of this Note, plus accrued interest shall be accelerated and become immediately due and payable, and Lender may exercise its rights to any collateral under any security agreement or deed of

trust made by Borrower for Lender's benefit. In the event of a default on this Note, Borrower agrees to pay all collection costs of Lender, including but not limited to any expenses Lender incurs (i) in locating, storing, repairing, or selling any collateral securing this Note or any other obligation Borrower has with Lender; (ii) reasonable attorneys' fees and legal expenses (whether or not suit is commenced and whether or not incurred in connection with the appeal of a lower court's judgment or order and in collecting any judgment entered hereon); and (iii) any other costs or fees awarded to Lender by a court.

In addition to all liens upon and the right of set off against the monies, securities and other property of Borrower given to Lender by law, Lender shall have a lien upon, and a right of set off against, all monies, securities and other property of Borrower, now or hereafter in the possession of Lender, whether held for safekeeping or not. In the event of a default on this Note, Lender shall have the right to take amounts due from any deposit balances Borrower has with Lender, regardless of any penalty that may apply when Lender exercised such right, and apply such amounts to the outstanding balances on this Note.

No waiver of any of Lender's rights may be implied by any failure of Lender to act or delay by Lender in taking action in connection with exercising any of Lender's rights under this Note or any other obligation Buyer has with Lender.

This Note is made under, and shall be interpreted and enforced in accordance with, the laws of the State of [State].

Borrower waives presentment, demand for payment, notice of dishonor, protest, and notice of protest. The addition or release of any party, surety or guarantor of collateral shall not affect Borrower's liability under this Note. This Note is secured by the collateral in which Borrower granted Lender a security interest through a Security Agreement of even date herewith.

BORROWER:

_____, a _____

Corporation

By: _____

_____, President

Address: _____

STATE OF [STATE])

) ss

_____ COUNTY OF _____)

Acknowledged, subscribed and sworn to before me on this _____ day of _____, 20____, by _____, as _____ of _____, who personally appeared before me.

Witness my hand and official seal.

My Commission Expires:

Notary Public