

Loan Note shall be due and payable no later than October 2, 1981.

E. The \$1,000,000 available for capital improvements, expansion or additional leasehold obligations may be reserved in any quarter or quarters from amounts in excess of the minimum required quarterly installments as set forth above.

Borrower promises to pay interest computed on the principal sum hereunder from time to time outstanding from the Closing Date as that term is defined in that certain Loan Agreement dated as of October 2, 1978 executed by and between Bank and Borrower ("Loan Agreement"), at a rate per annum equal to one hundred and twenty percent (120%) of Bank's Prime Rate (the rate Bank charges to its largest and most substantial customers on 90 day unsecured loans) plus three-fourths of one percent [120% (Prime Rate + 3/4%)], as from time to time in effect, any change in such Prime Rate to take effect on the same day as the public announcement thereof. Said interest shall be computed on the basis of a three hundred and sixty (360) day and actual days elapsed.

In the event of commencement of suit to enforce payment of this note, Borrower agrees to pay such additional sum as attorneys' fees as the court may adjudge reasonable.

No provision of this Term Loan Note or any other instrument pertaining to the loan evidenced hereby shall require the payment or permit the collection of interest in excess of the

ANNEX A

- 3 -

COPY

4328 RV-2