

In no event shall the amount of interest due or payable hereunder exceed the maximum rate of interest allowed by applicable law, and in the event any such payment is inadvertently paid by Maker or inadvertently received by Holder, then such excess sum shall be credited as payment of principal. It is the express intent hereof that Maker not pay and Holder not receive, directly or indirectly in any manner whatsoever, interest in excess of that which may be legally paid by Maker under applicable law.

All or any portion of the unpaid principal balance of this Note may be prepaid at any time without the payment of any penalty, premium or unearned interest.

Time is of the essence of this Note and of all provisions of this Note.

The following shall constitute defaults or events of default hereunder ("Events of Default"): (a) Failure by Maker to keep, perform, or observe any agreement, covenant, or condition contained herein; and/or (b) Failure by Maker to pay any installment scheduled to be paid by this Note when due to the extent that Maker has money available therefor. The remaining unpaid principal of this Note and all accrued and unpaid interest thereon shall immediately become due and payable, at the option of the Holder, upon the occurrence of an Event of Default. In the event this Note, or any part thereof, is collected by or through an attorney at law, Maker agrees to pay all costs of collection, including reasonable attorneys' fees. In addition, to the extent not prohibited by law, a late charge of five percent (5.0%) or the applicable statutory maximum, whichever is lesser, shall be assessed on any payment due hereunder remaining past due for fifteen (15) days or more.

Presentment for payment, demand, protest, and notice of demand, protest and non-payment, and all other notices are hereby waived by Maker. No failure to accelerate the debt evidenced hereby by reason of default hereunder, acceptance of a past due installment, or indulgences granted from time to time shall be construed (i) as a novation of this Note or as a reinstatement of the indebtedness evidenced hereby or as a waiver of such right of acceleration or of the right of Holder thereafter to insist upon strict compliance with the terms of this Note, or (ii) to prevent the exercise of such right of acceleration or any other right granted hereunder or by the laws of the State of Georgia; and Maker hereby expressly waives the benefit of any statute or rule of law or equity now provided, or which may hereafter be provided, which would produce a result contrary to, or in conflict with, the foregoing. No extension of the time for the payment of this Note or any installment due hereunder, made by agreement with any person now or hereafter liable for the payment of this Note, shall operate to release, discharge, modify, change, or affect the original liability of Maker under this Note, either in whole or in part, unless Holder agrees otherwise in writing. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

Holder acknowledges that this Note is not secured by a pledge of collateral.

Maker hereby waives and renounces for itself, its successors and assigns, all rights to the benefits of any statute of limitations, any moratorium, reinstatement, marshaling, forbearance, valuation, stay, extension, redemption, appraisalment, exemption and homestead now provided, or