

PROMISSORY NOTE

[\$X]

[Date]

FOR VALUE RECEIVED, BUYER (the "Makers"), jointly and separately, promise to pay to [Name of Holder Corporation], (the "Holder"), at [Location of Holder Corporation], or at such other place as the Holder may from time to time designate, the principal and interest amount of [\$X].

The principal and interest hereunder shall be due and payable in [X#] installments of [principal and interest amount divided by X# of installments]. The first installment is due and payable on the [date] and an installment will be due on the [agreed upon regular dates] thereafter until the entire amount is paid in full. The final payment will be due and owing on the [date]. Interest will be imputed at [X%], and amortized according to the attached schedule.

A. Installments: Within [X#] days after the end of each [agreed upon regular time periods] after Closing, Maker will pay [\$X], subject to the adjustment below.

B. Adjustment: In the event that Sales (as defined below) to the Client Base (as defined below) during any of the first [agreed upon regular time periods] declines by more than 10% below the Sales during the corresponding calendar quarter before Closing, Buyer will reduce the [regular] installment payment by the percentage of the decline, with a maximum quarterly deduction of 40%. For example, if Sales for the first quarter of 2013 are \$600,000, and if Sales during the first quarter of 2012 were \$800,000, then the quarterly payment will be reduced by 25%.

(i) "Sales" mean the gross receipts of the Maker on a cash basis using the same revenue recognition methods used to prepare Seller's prior year's federal tax return.

(ii) "Client Base" will mean all clients that use the [Business being sold] after Closing.

True-Up: In the event that Maker has made any adjustment as set forth in the Adjustment above, then, within 25 days after the first anniversary of Closing, Maker shall pay Holder the difference, if any, between; (i) the amount that would have been paid to Holder if said adjustment had been made only at the end of the first year after Closing, and (ii) the amount that Maker has paid Holder. For example, if Sales for 2013 are \$2,700,000, and if Sales for 2012 were \$3,000,000, then the annual payment would have not been reduced because the decline was not more than 10%; and if the actual individual four quarterly payments reductions total \$10,000, Maker shall pay Holder \$10,000 under this paragraph.

There will be no prepayment of the Note.

This Note evidences a purchase money loan advanced by the Holder to the Makers with respect to the purchase by the Makers of the business and certain assets of the Holder pursuant to the Sale of Assets Agreement dated as of [date] among the Makers, the Holder, and the stockholders of the Holder (the "Sale of Assets Agreement").

Makers hereby grant to Holder, pursuant to the Virginia Uniform Commercial Code, a security interest in all Tangible Assets described in Schedule 2 A(6) attached hereto, accounts, contract rights, instruments, money, documents, general intangibles and all proceeds, products, replacements, additions, substitutions, renewals and accession of any of the foregoing, which security interest shall secure Makers' performance under this Agreement (including payment of the Note) pursuant to the terms and conditions of this Agreement and such Note. This Agreement shall be deemed to constitute a security agreement with respect to such security interest. At the request of Holder, Makers will join in executing (or will execute, as appropriate) a financing statement, and all other instruments reasonably deemed necessary by Holder, in form(s) reasonably satisfactory to Holder, and Makers will pay the cost of the filing fee for such statement.

(ii) Makers agree not to sell, lease or otherwise dispose of such Tangible Assets without the consent of Holders until this security agreement and the debts secured hereby have been fully satisfied. Maker further agrees to insure such Tangible Assets against such casualties and in such amounts as Holders reasonably shall require, and such insurance shall be for the benefit of Purchaser and Seller as their interests may appear.

Makers shall pay promptly when due all taxes and assessments levied on such Tangible Assets or on the use and operation thereof. Makers shall keep such Tangible Assets in good order and repair and shall not waste or destroy such Tangible Assets.

Payment of this Note is secured by certain assets (the "Collateral") so transferred pursuant to the Sale of Assets Agreement, which agreement shall be deemed to constitute a security agreement with respect thereto, and is subject to applicable terms and conditions thereof. Maker agrees to sign the necessary financing statements in order to perfect the security agreement.

If the Holder has not received the full amount of any payment by the [agreed upon regular time period], Makers shall pay a late charge to the Holder. The amount of the late charge will be [X%] of the overdue payment.

Upon the occurrence of any default in the payment of any installment of principal or interest when due, which default shall continue for a period of 5 days, the entire principal and interest amount hereof may be accelerated and become due and payable at the option of the Holder. And from the date of default, interest will be accrued on the balance at X%, plus legal fees and costs to collect.

Also, this Note will be in default and the full amount of the Note and charges shall become due and payable immediately, at the election of the Holder, upon the happening of any of the following events:

1. Assignment of this Note by the Makers without the written permission of the Holder.
2. Sale of the Tangible Assets without the written consent of the Holder.
3. Transfer of Makers' interest in the business without the written consent of the Holder.

The Makers hereby waive notice of default, demand, and presentment.

In addition thereto the Holder shall be entitled to exercise any one or more of the rights and remedies exercisable

by the Holder provided by applicable law. Failure to exercise such option or to pursue such other remedies shall not constitute a waiver of such option or such other remedies or of the right to exercise any of the same in the event of any subsequent default hereunder.

The Holder may, upon the occurrence of any such Default hereunder, have resort to the Collateral given as security for this Note in any order, and may sell and dispose of such Collateral in whole or in part, at any time or from time to time, with no requirement on the part of the Holder of this Note to marshal assets. The Holder shall not be required to preserve any rights in such Collateral as against prior parties. In the event that the Holder is required to give notice of any intended disposition of the Collateral, five days' notice given by mail or telegraph to the last known address of Makers shall be deemed to be reasonable notice.

The Makers promise to pay all reasonable costs and expenses (including without limitation reasonable attorneys' fees and disbursements) incurred in connection with the collection hereof or in the protection or realization of the Collateral given as security for the repayment hereof, and to perform each and every covenant or agreement to be performed by the Makers under this Note, the Sale of Assets Agreement and any other instrument evidencing or securing the obligation represented by this Note.

No single or partial exercise by the Holder of any right hereunder, under the Sale of Assets Agreement, or under any other agreement pertaining hereto, shall preclude any other or further exercise thereof or the exercise of any other rights. No delay or omission on the part of the Holder in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note.

No provision of this Note is waived unless in writing.

This Note shall be governed by and construed under and in accordance with the laws of Virginia and the venue shall be Arlington County.

IN WITNESS WHEREOF, the undersigned has duly executed this Note as of the day and year first hereinabove set forth.

[Name of Holder Corporation]

By [Name of Holder Corporation Representative]

#### GUARANTEE

In consideration of the sale of the business to [Name of Buyer] in which we have an ownership interest we hereby do guarantee the payment of the above note and should the Maker default, we agree to assume the liability of the Maker on the same terms and conditions.

1. In the event of any default in the performance of any of the Maker's obligations in strict accordance with the terms of the Lease, the Guarantors shall forthwith perform, or cause to be performed, such obligations.

2. The obligations of the Guarantors under this Guarantee apply to all obligations that arise during or with respect to the Promissory Note.

3. In the event of any default in the performance of any of the Maker's obligations in strict accordance with the terms of the Promissory Note, the Guarantors shall forthwith perform, or cause to be performed, such obligations.

4. The benefit of the Guarantors' obligations under this Guarantee may be assigned by the Holder, and will benefit, and be enforceable by, the successors and assigns of the Holder.

5. The obligations of each person constituting the Guarantors shall be joint and several. This Guarantee may be enforced against any such person separately, or against some or all such persons jointly. The Holder may, without affecting the obligations or liabilities of any remaining Guarantors, release

a person, wholly or in part, from his or her obligations or liabilities hereunder.

6. This Guarantee is binding upon the Guarantors and his or her heirs, executors, and assigns.

7. If any provision of this Guarantee is determined to be illegal or unenforceable, all of the other provisions of this Guarantee shall still remain effective.

8. The obligations of the Guarantors under this Guarantee are irrevocable.

9. The Guarantors hereby waive presentment; demand for payment; notice of non-payment or non-performance of the Maker of any term, covenant or provision contained in the Promissory Note; notice of any substitute(s) for such payment of performance offered by Maker or accepted by Holder; notice of acceptance of this Guarantee; notice of any extension or release of collateral or security or of any of the Guarantors; diligence in collection; and any and all formalities and other matters that are legally required to charge Guarantors with liability under this Guarantee or that affect the Holder's right of action against the Guarantors.

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[Name], Personal Guarantor

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Witness

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[Name], Personal Guarantor

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Witness