

LOAN PARTICIPATION AGREEMENT AND CERTIFICATE
Not Negotiable

Section 1. Loan Participation Information

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| 1.1 Lender | 1.2 Participant Atlantic Central Bankers Bank | 1.3 Borrower(s) | 1.4 Date of Loan |
| 1.5 Principal Loan Amount \$ | 1.6 Payment Due Date | 1.7 Loan Principal Amount Outstanding or Commitment \$ | 1.8 Participant's Percentage of Loan % |
| 1.9 Participant's Participation or Commitment \$ | 1.10 Participant's Interest Rate % | 1.11 Computed on (Check One) 360/360 365/360 365/365 | 1.12 Participant's Rate Index |
| 1.13 Participant's % (+ or -) Index | 1.14 Participant's Interest Rate Repricing Frequency | 1.15 Participant's Interest Rate Repricing Date | 1.16 Participant's Maturity Date |
| 1.17 Type of and Date of Business Loan Agreement | 1.18 Date of Participant's Commitment Letter to Lender | 1.19 Guarantors and/or Sureties | |

This Loan Participation Agreement and Certificate ("Agreement") evidences that on the Date of Loan, Lender made a Loan to Borrower for the Principal Loan Amount or has agreed to make advances or disbursements to Borrower, the aggregate of which will not exceed the Principal Loan Amount.

Section 2. Sale of Participation. Lender hereby sells to Participant and Participant hereby purchases from Lender Participant's Percentage of the Loan. Provided Participant pays in full Participant's Participation, then Participant's interest in the Loan and the Collateral securing the Loan shall be Participant's Percentage of Loan. Participant agrees to purchase additional interests in the Loan, from time to time, to maintain Participant's Percentage of Loan. If Participant does not purchase additional interests in the Loan to maintain Participant's Percentage of Loan, then the interest of Participant in the Loan shall be the ratio of the amount actually paid by Participant to the Principal Loan Amount. Subject to the provisions of Section 15 and 16 hereof, the sale and purchase shall be without recourse.

Section 3. Terms of Participation Agreement and Certificate. This Agreement is being delivered by the Lender to the above named Participant under and subject to the following terms and conditions:

- (a) This Agreement evidences the Participant's participation in the Loan and in any Collateral that Lender may acquire from time to time that secures the Loan to the extent of funds received by Lender from Participant.
- (b) Upon receipt of any Collections, Lender will immediately pay to Participant its share, as provided in Sections 8 or 12 hereof.
- (c) All original documents and instruments held by Lender memorializing the Loan shall be made available to Participant for inspection at Lender's office during regular business hours. Further, Lender agrees to forward to Participant copies of all documents and instruments that memorialize the Loan within a reasonable period of time after the Loan closes.
- (d) Lender will make available to Participant any and all existing and future information coming to the attention of Lender or obtained by Lender relating to the Loan, the Collateral, the Borrower, the Guarantors and/or Sureties, if any, the financial affairs of the Borrower,

Guarantors and/or Sureties and all deposit and lending relationships between Borrower, Guarantors and/or Sureties and Lender, including any new credit facilities extended by Lender to Borrower subsequent to the date of this Agreement.

- (e) Lender will not, without Participant's prior written consent: (i) change any interest rate or interest index on the Loan; (ii) release any Collateral which Lender may at any time or from time to time hold for the purpose of securing the Loan; (iii) modify, amend, waive, supplement or terminate the Loan Agreement or other documents executed or given by the Borrower and/or any Guarantors and/or Sureties pursuant thereto or otherwise with respect to the Loan; (iv) modify, release, waive or discharge the Borrower and/or any Guarantors and/or Sureties from any liability in connection with the Loan; (v) waive any rights and remedies provided for in the Loan Agreement; (vi) waive any payment default or financial covenant; (vii) waive any late charges and charges and/or assessments for prepayment as well as the default rate of interest provided in the Loan Agreement; or (viii) undertake to do any of the foregoing.

Section 4. Collateral. The Collateral, all of which is evidenced by duly executed security agreements, guarantees/sureties, assignments, mortgages/deeds of trust and/or financing statements and other documents in favor of Lender is as follows

Section 5. Total Credit. _____ If checked here, until the Loan is paid in full, Borrower's total obligations to Lender, including the Loan shall not, without Participant's written consent, exceed \$ _____.

Section 6. Certain Definitions of Terms Used in this Agreement.

For purposes of this Agreement, the following terms shall have the following meaning:

- (a) "Agreement" means this Loan Participation Agreement and Certificate.
- (b) "Borrower" means the entity(ies), individual(s) or person(s) identified as Borrower(s) in Section 1.3.
- (c) "Collateral" is the asset(s) of the Borrower(s), Guarantor(s) and/or Surety(ies) pledged to Lender to secure and to collateralize the Loan pursuant to the documents listed in Section 4 hereof.
- (d) "Collections" mean all monies received, collected or recovered by whatsoever means from time to time by Lender as principal, interest, fees or as proceeds of the Collateral in connection with the Loan.
- (e) "Date of Loan" is the date of the loan set forth in Section 1.4.
- (f) "Guarantors and/or Sureties" means the entity(ies), individual(s) or person(s) listed in Section 1.19.
- (g) "Lender" means the entity described in Section 1.1.
- (h) "Loan" means all loans, advances or other extensions of credit made or to be made by Lender to Borrower pursuant to the Loan Agreement.
- (i) "Loan Agreement" means the Loan Agreement, Business Loan Agreement or Construction Loan Agreement between the Lender and the Borrower, described in Section 1.17 evidencing the Loan and the related documents concerning the Collateral and all amendments, supplements and modifications thereto as well as the Promissory Note.
- (j) "Participant" means the Participant set forth in Section 1.2.
- (k) "Participant's Commitment Letter to Lender" is defined in Section 1.18.
- (l) "Participant's Participation" is the amount set forth in Section 1.9.
- (m) "Percentage" means Participant's Percentage of the Loan set forth in Section 1.8 or as subsequently changed pursuant to Section 2.
- (n) "Promissory Note" means the note and/or notes and instruments and/or instruments executed by Borrower(s), as obligor(s) in favor of Lender, as obligee, which evidence the Loan.
- (o) "Resettlement Date" means the date on which Participant's Percentage of Collections are paid by Lender to Participant which date will not be more than three (3) business days from the date that Collections are paid to Lender.

Section 7. Funding Participation Purchases. After each loan disbursement by Lender pursuant to the Loan Agreement, upon notification by Lender, Participant shall remit to Lender by wire transfer or such other method as may be mutually satisfactory to both Lender and Participant, an amount equal to the sum of such disbursement multiplied by the Participant's Percentage.

Section 8. Remittance of Collections and Participation Records. On any Resettlement Date after the Lender has received any Collections from the Borrower, Lender shall remit to Participant, but only from Collections, the Participant's Percentage and the interest due thereon since the last Resettlement Date. Lender shall maintain a true and correct record and account of the Loan and all transactions affecting the same, including a Loan Participation record reflecting all participation purchases by Participant and all remittances made by Lender to Participant pursuant to the Agreement. Participant's interest in the Collections is the property of Participant and Lender shall hold Participant's interest in Collections in trust for the benefit of Participant.

Section 9. Lender's Loan Administration. The Lender has agreed that the Loan Agreement and other documents now or hereafter executed or given by Borrower with respect thereto and the Collateral, shall be held and administered by Lender in its name and to the extent of Participant's Participation Percentage for benefit of Participant. The Lender hereby agrees to service and manage the Loan, the Loan Agreement and Collateral in the ordinary course of its lending business and to exercise the same degree of care in accordance with the Lender's usual lending practices as the Lender exercises for similar loans held for its own account. Except for the obligations of Lender set forth in Sections 3 (d), 3 (e), 8, 10 (c) and 12

hereof, and the warranties and representations of Lender, set forth in Sections 10 (b) and 10 (d) hereof, Lender shall only be liable to Participant for gross negligence or willful misconduct of its employees or agents.

Section 10. Responsibilities of Participant and Lender.

- (a) Participant shall be responsible to independently determine and assess the financial condition of Borrower, and the enforceability of the Loan Documents.
- (b) Lender hereby warrants and represents to Participant that:
 - (i) All condition precedents in the Loan Agreement have been met prior to making any advances or disbursements at or after the closing of the Loan; and
 - (ii) All liens required to be obtained by Lender on the Collateral of the Borrower or any Guarantors/Sureties have been obtained by Lender, said liens are validly perfected, are of the priority as required under the Loan Agreement and are valid and enforceable liens.
- (c) Lender agrees to take any and all action necessary to continue the perfection of the liens against Collateral.
- (d) Lender warrants and represents to Participant that Lender has disclosed all information to Participant concerning the Borrower, any Guarantors and/or Sureties, the Loan, Collateral and all existing deposit and lending relationships between Borrower and Lender.

Section 11. Expenses. All expenses, fees and costs incurred in collection of any amounts due or becoming due in connection with the Loan, whether of principal, interest or otherwise including but not limited to counsel fees, expenses, costs of litigation, liquidation of collateral and enforcement of remedies under the Loan Documents shall be shared by Participant in proportion to its Percentage unless otherwise agreed to in writing.

Section 12. Liquidation: Risk of Loss. If Lender declares Borrower to be in default under the Loan Agreement, the Loan shall be immediately deemed to be in liquidation, and thereafter all Collections shall be applied in accordance with the Promissory Note or Loan Agreement.

Section 13. Right to Sell Sub-Participations. Participant may sell a portion or all of its participation interest in the Loan and shall perform all accounting necessary in connection with such sale of its participation interest and shall directly make payments to the purchasers thereof, and shall forward copies of all supporting documents to sub-participants.

Section 14. Counsel Fees. In the event that Lender is held to have been grossly negligent or has engaged in willful misconduct in the administration of the Loan by Lender and as a result thereof, Participant suffers a loss, then in addition to any recovery for the loss suffered by Participant, Participant shall be entitled to recover reasonable counsel fees and costs.

Section 15. Indemnification. Lender agrees to indemnify and save Participant harmless from any loss suffered by Participant as a result of a breach by Lender of Lender's obligations under Section 3 (d), Section 3 (e), Section 9 and Section 10 (c) and from any loss as a result of the warranties and representations set forth in Section 10 (b) and 10 (d) hereof, not be true, correct and accurate when made.

Section 16. Other Provisions.

- (a) Nothing herein shall confer upon either Lender or Participant any interest in, or subject either of them to any liability for, the assets, liabilities or obligations of the other, excepting only as to the Loan, Collateral and this Agreement and except as to rights of Participant under Sections 8, 9, 10, 12, 14 and 15 hereof.
- (b) This Agreement shall be governed by the laws of the state of _____ and such Federal laws as may be specifically applicable to financial institutions. This Agreement shall not be modified except by written mutual consent of the parties hereto, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- (c) Any provision of this Agreement which is legally prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating or affecting the validity or enforceability of any other provision.
- (d) All notices required under or given pursuant to this Agreement shall be in writing and sent to the party for which intended at the address the party has provided to the other party.
- (e) The parties in this Agreement hereby waive trial by jury of any claim, demand, action or cause of action arising under this agreement or any document executed in connection herewith.
- (f) This Agreement along with Participant's Commitment Letter to the Lender is the complete and final integration constituting the entire agreement between both parties hereto concerning this Loan participation and no agreement, promise, representation, condition or term not herein expressly provided shall be deemed or permitted to vary, modify or otherwise change the provisions of this Agreement unless made in writing and signed by both parties hereto.
- (g) The following additional provisions shall apply in the event Borrower becomes in default of the Loan:

ADDITIONAL PROVISIONS

1. No default may be declared unless Participant concurs in writing.
2. Loan may not be accelerated unless Participant concurs in writing.
3. Lender will not exercise legal rights and remedies without the prior written consent of Participant.
4. Lender will submit to Participant the name of counsel whom Lender wishes to retain with regards to the enforcement of rights under the Loan Documents and related documents evidencing the Loan for approval and/or rejection. With regards to all matters related directly or indirectly to the collection of the Loan, said counsel will represent Lender and Participant and will have an attorney-client relationship with both Lender and Participant. All written communications by said counsel to Lender, all documents transmitted by counsel to Lender and all documents filed and/or served in connection with the collection of the Loan shall also simultaneously be transmitted to Participant. Said counsel shall also keep Participant informed on a timely and current basis of all action and developments in any action to collect the Loan.

By executing this document, Lender certifies and affirms to Participant that it has verified the identity of all Borrowers, Guarantors and/or Sureties who are original signatories to this Loan and is in material compliance with the provisions of the Bank Secrecy Act and the Customer Identification Program set forth in Section 326 of the USA PATRIOT ACT OF 2001 AS AMENDED.

Dated as of:

LENDER:
(Insert Legal Name)

PARTICIPANT: ATLANTIC CENTRAL BANKERS BANK

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

In Witness Whereof, Lender and Participant have hereto caused their respective corporate officers to execute this LOAN PARTICIPATION AGREEMENT AND CERTIFICATE this _____ day of _____, intending to be legally bound hereby.

WITNESS: LENDER

WITNESS: ATLANTIC CENTRAL BANKERS BANK

BY: _____

BY: _____