

APA - WULFKUHLE / RAINBOLT

provisions concerning Holder's right upon the happening of certain events to accelerate the maturity of the indebtedness evidenced by this Note, and the Maker's right upon the happening of certain events to offset against this Note and/or cancel any remaining payments then due under this Note.

8. In case of default of this Note and after giving Maker written notice and fifteen (15) days to cure, Holder shall have the option to declare the unpaid balance of the principal sum due and payable. Said principal sum and all accrued interest thereof, or so much thereof as may remain unpaid at the time of such default, shall bear interest at the maximum legal interest rate allowed by law, from the default date until paid.
9. Neither failure or delay in accelerating the maturity of the indebtedness evidenced hereby or in otherwise exercising any rights of Holder hereunder or under the terms of the Asset Purchase Agreement, nor the acceptance by Holder of installment payments made hereunder after Maker's default hereunder shall be deemed a waiver of such right or default unless such waiver be in writing and signed by Holder.
10. If this Note is collected by or through an attorney or order of a court of competent jurisdiction, all costs of collection, including but not limited to court costs and reasonable attorney's fees, shall be paid by whichever party does not prevail.

IN WITNESS WHEREOF, Maker has executed this Promissory Note on the same date the attached Asset Purchase Agreement was signed and executed.



Witness

Thomas A. Rainbolt, D.D.S.

by 

Maker

INITIAL



24

INITIAL

