# SECURED PROMISSORY NOTE

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FOR VALUE RECEIVED, (the “Borrower”), whose address is , , Idaho, promises to pay to the order of and (“Lender”), at such place as may be designated by the Lender, in lawful money of the United States of America or other property of determinable value acceptable to Lender at the time of such payment, the principal sum of Dollars ($

), with interest thereon from the date of this Note at the rate of seven percent ( %) per annum.

The occurrence of any one of the following events shall constitute a default by Borrower (“Event of Default”) under this Note: (a) if Borrower fails to pay any of the principal or interest due pursuant to this Note as the same becomes due and payable; (b) if Borrower fails to perform, keep or observe any term or provision contained in this Note which is required to be performed, kept or observed by Borrower; (c) if any of Borrower’s assets are attached, seized, subjected to a writ of distress warrant, or are levied upon or become subject to any lien or come within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors; or (d) if a petition under any section or chapter of the Bankruptcy Reform Act of 1978 or any similar law or regulation is filed by or against Borrower, if Borrower shall make an assignment for the benefit of creditors, or if any similar case or proceeding is filed by Borrower or against it by its creditors.

Upon an Event of Default, any sums remaining unpaid hereunder shall bear interest at the “Default Interest Rate.” The Default Interest Rate shall mean the interest rate of percent ( %) per annum. Upon or after an Event of Default, Lender shall have the option, upon giving notice Borrower, to foreclose upon the interest securing the payment of the Note in accordance with the terms of the Pledge Agreement of even date herewith between Borrower and Lender, and to exercise any and all other rights and remedies available at law or in equity. The remedies of Lender, as provided herein, shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of Lender, and may be exercised as often as occasion therefor shall arise. No act or omission of Lender, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be effected only through a written document executed by Lender and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to a subsequent event.

If at any time on or after an Event of Default Lender: (a) employs counsel for advice or other representation to enforce any rights of Lender against Borrower and/or (b) attempts to or enforces any of Lender’s rights or remedies under this Note, the reasonable costs and expenses incurred by Lender in any manner or way with respect to the foregoing shall be paid by Borrower, and until so paid shall be added to the unpaid principal balance hereunder and subject to all the terms of this Note.

This Note may be prepaid in whole or in part at any time with the payment of a prepayment fee. The prepayment fee shall be paid by Borrower after the tax consequences to Lender are known. The prepayment fee shall be an amount equal to Lender’s Marginal Tax Rate Difference multiplied by the amount of the Prepaid Principal that was taxed at the New Marginal Tax Rate. All payments, except any prepayment fees, shall be credited first to accrued interest and the balance to principal.

This Note is secured by all security interests, liens and encumbrances granted to Lender by Borrower and Borrower’s Shareholders under the Pledge Agreement of even date herewith.

Presentment, dishonor and all notices with respect thereto are hereby waived.

If any provision of this Note or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of this Note and the application of such provision to other parties or circumstances will not be affected thereby and the provisions of this Note shall be severable in any such instance.

This Note shall be governed and controlled by the laws of the State of Idaho as to interpretation, enforcement validity, construction, effect, and in all other respects, but without giving effect to its conflict of laws rules.

By:

, PRESIDENT

