

Information

Effective date

September 25, 2009

Use

The *Commercial Note (Arkansas)* (Form 630106AR) is used for all **commercial and business purpose** loans governed by Arkansas law.

Instructions

The table below shows section names and descriptions for the items required in the *Commercial Note (Arkansas)* (Form 630106AR).

Section	Description						
Borrower	<p><i>Complete legal name</i> of the Borrower and any Co-Borrowers.</p> <p>Note: For entities, the name must agree exactly with the name on the Borrowing Resolution and name confirmation documentation, Certificate of Good Standing.</p>						
Date	<i>Date</i> the note is to be effective.						
Borrower's Address	<i>Physical Address</i> of the Borrower and any Co-Borrowers. Do not use a post off box address.						
Loan Amount	<i>Dollar amount</i> (written and numeric) of the note.						
Account No.	<i>Account Number</i> .						
Note No.	<i>Note Number</i> .						
Officer	<i>Name and officer number</i> of the Loan Officer.						
Note Type and Repayment Terms	<p>Check the appropriate box to designate the type of loan.</p> <p>Note: Only one (1) type of loan may be designated.</p> <p>The table below shows names and descriptions for the types of note.</p> <table border="1"> <thead> <tr> <th>Note Type</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Demand Note</td> <td> <p>Accrued interest should be collected on all demand loans. Indicate the <i>frequency</i> and <i>interest begin date</i>.</p> <p><u>Example:</u></p> <ul style="list-style-type: none"> Accrued interest will be payable on the first day of each month beginning May 1, 2003. Interest will be due on 15th day of each calendar quarter beginning April 15, 2003. </td> </tr> <tr> <td>Time Note</td> <td> <p>One (1) of the following:</p> <ul style="list-style-type: none"> Check the first box if all principal and interest will be due at maturity. Enter the <i>maturity date</i>. Check the second box if accrued interest will be routinely billed prior to maturity. Enter the <i>interest payment frequency</i> and <i>begin date</i>; enter the <i>maturity date</i>. <p><u>Example:</u> Accrued interest will be payable on the 15th day of each month beginning on May 15, 2003. Principal plus any accrued and unpaid</p> </td> </tr> </tbody> </table>	Note Type	Description	Demand Note	<p>Accrued interest should be collected on all demand loans. Indicate the <i>frequency</i> and <i>interest begin date</i>.</p> <p><u>Example:</u></p> <ul style="list-style-type: none"> Accrued interest will be payable on the first day of each month beginning May 1, 2003. Interest will be due on 15th day of each calendar quarter beginning April 15, 2003. 	Time Note	<p>One (1) of the following:</p> <ul style="list-style-type: none"> Check the first box if all principal and interest will be due at maturity. Enter the <i>maturity date</i>. Check the second box if accrued interest will be routinely billed prior to maturity. Enter the <i>interest payment frequency</i> and <i>begin date</i>; enter the <i>maturity date</i>. <p><u>Example:</u> Accrued interest will be payable on the 15th day of each month beginning on May 15, 2003. Principal plus any accrued and unpaid</p>
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	<p>Fixed Payment Term Note</p> <p>Note: Fixed Payment includes principal and interest.</p>	<p>interest and any other amounts owed will be due and payable on August 15, 2003.</p> <p>Indicate the following:</p> <ul style="list-style-type: none"> • <i>Number</i> of payments less the last payment. <p><u>Example:</u> Loan term is 36 months, 36 – 1 (last payment) = 35.</p> <ul style="list-style-type: none"> • <i>Frequency</i> of payments. Payments may be: <ul style="list-style-type: none"> • Monthly, • Quarterly, • Semi-annual, or • Annual. • <i>Amount</i> of each regular fixed payment (principal and interest included). <p>Note: The amount of the final payment is equal to the unpaid balance. It may be a balloon payment.</p> <ul style="list-style-type: none"> • <i>Day</i> the payment is due in each payment period. • <i>Payment period.</i> Payment periods may be: <ul style="list-style-type: none"> • Month, • Quarter, • Semi-annual, or <p>Note: If semi-annual, designate specific months.</p> <p><u>Example:</u> January and July.</p> <ul style="list-style-type: none"> • Annual. <p>Note: If annual, designate the specific month for payment.</p> <ul style="list-style-type: none"> • <i>Date</i> the first payment is due. • <i>Date</i> the final payment is due. The note will be paid in full on that day.
	<p>Variable Payment Term Note</p>	<p>Indicate the following:</p> <ul style="list-style-type: none"> • <i>Number</i> of payments less the last payment. <p><u>Example:</u> Loan term is 24 months, 24 – 1 (last payment) = 23.</p> <ul style="list-style-type: none"> • <i>Frequency</i> of payments. Payments may be: <ul style="list-style-type: none"> • Monthly, • Quarterly, • Semi-annual, or • Annual. • Amount of each principal payment (except the last payment). • Day the payment is due in each payment period. • Payment period. Payment periods may be: <ul style="list-style-type: none"> • Month,

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		<ul style="list-style-type: none"> • Quarter, • Semi-annual, or <p>Note: If semi-annual, designate specific months for payments.</p> <p><u>Example:</u> January and July.</p> <ul style="list-style-type: none"> • Annual. <p>Note: If annual, designate the specific month for payment.</p> <ul style="list-style-type: none"> • Date the first payment is due. • Principal amount of the final payment. • Date the final payment is due. The note will be paid in full on that day.
	Revolving Master Borrowing Note with Maturity Date	Check this box for a revolving line with interest due periodically and all principal due at the maturity date. <ul style="list-style-type: none"> • maturity date • interest frequency schedule <p><u>Example:</u> on the first day of each month beginning April 1, 2006</p> <p>Note: this option allows for the loan to be renewed with notice to the borrower, instead of obtaining a renewal note.</p>
	Revolving Master Borrowing Note Payable on Demand	Check this box for a revolving line payable on demand <ul style="list-style-type: none"> • interest frequency schedule <p><u>Example:</u> on the first day of each month beginning April 1, 2006</p>
	Closed End Master Borrowing Note with Maturity Date	Check this box for a closed end, multiple advance loan with interest due periodically and all principal due at the maturity date. (<u>Example:</u> construction loan) <ul style="list-style-type: none"> • maturity date • interest frequency schedule <p><u>Example:</u> on the first day of each month beginning April 1, 2006</p>
	Closed End Master Borrowing Note Payable on Demand	Check this box for a closed end, multiple advance loan payable on demand <ul style="list-style-type: none"> • interest frequency schedule <p><u>Example:</u> on the first day of each month beginning April 1, 2006</p>
	Irregular Payment Schedule Note	Use this section only if you have an irregular payment schedule which cannot be documented using any of the above standard repayment options. <p>CAUTION: Contact Bank counsel for specific language as necessary.</p>

Section	Description
	<p>See samples of several common irregular payment schedules provided below.</p> <p>1. Sample: Interest only non-revolving master note converting to principal <i>plus interest</i> term loan.</p> <p>This is a closed end transaction. Borrower may borrow up to the Loan Amount but may not reborrow amounts that have been repaid. Principal is due as described below, but the Borrower shall be liable for only so much of the Loan Amount shown above as shall be equal to the total advanced to the Borrower by SunTrust from time to time, less all payments made by or for the Borrower and applied by SunTrust to principal, plus interest on each such advance, and any other amounts due. Advances under this Note shall be recorded and maintained by SunTrust in its internal records and such records shall be conclusive of the principal and interest owed by Borrower unless there is a material error in such records. This Master Borrowing arrangement will terminate on <u>(November 15, 2005)</u>, and thereafter no new advances may be made.</p> <p>Payment amounts are calculated based on the Loan Amount shown above. Repayment shall be as follows: <u>(12)</u> consecutive <u>(monthly)</u> payments of accrued interest beginning on <u>(December 15, 2004)</u>, and continuing on the <u>(15th)</u> of each <u>(month)</u> through <u>(November 15, 2005)</u>, followed by <u>(35)</u> <u>(monthly)</u> payments of principal plus interest, due on the <u>(15th)</u> of each <u>(month)</u> in the amount of <u>(\$7,254.23)</u>, plus accrued interest, beginning such payments on <u>(December 15, 2005)</u>, with a final (insert <u>balloon</u>, if applicable) payment of the unpaid balance, plus any accrued and unpaid interest and any other amounts due under the terms of this Note, due and payable on <u>(November 15, 2008)</u>.</p> <p>2. Sample: Interest only non-revolving master note converting to principal <i>and interest</i> term loan.</p> <p>This is a closed end transaction. Borrower may borrow up to the Loan Amount but may not reborrow amounts that have been repaid. Principal is due as described below, but the Borrower shall be liable for only so much of the Loan Amount shown above as shall be equal to the total advanced to the Borrower by SunTrust from time to time, less all payments made by or for the Borrower and applied by SunTrust to principal, plus interest on each such advance, and any other amounts due. Advances under this Note shall be recorded and maintained by SunTrust in its internal records and such records shall be conclusive of the principal and interest owed by Borrower unless there is a material error in</p>

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Payout Requirement	<ul style="list-style-type: none"> • Check this box to add a 30 day payout requirement for a revolving line of credit.
Additional Terms and Conditions	<ul style="list-style-type: none"> • Check this box if there is an outside agreement with the Borrower that contains additional terms or conditions governing the transaction and such terms and conditions are to be incorporated in the Note. • Indicate the type of agreement. <p><u>Example:</u> Loan agreement.</p> <ul style="list-style-type: none"> • Describe the agreement by indicating the <i>date</i> of the agreement.
Interest	<ul style="list-style-type: none"> • Indicate the accrual method applicable. <p><u>Examples:</u></p> <ul style="list-style-type: none"> • Interest will accrue on a 30/360 basis (calculated on the premise that there are 360 days in each year and 30 days in each month).

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	<ul style="list-style-type: none"> • Interest will accrue on an actual/360 basis (calculated on the actual number of days elapsed over a year of 360 days). • Interest will accrue on an actual/actual basis (calculated on the actual number of days elapsed over a year of 365 days, or 364 on a leap year). • Interest will accrue on an actual/365 basis (on the actual number of days elapsed over a year of 365 days). <ul style="list-style-type: none"> • Check the appropriate box to indicate if the loan is a fixed or variable rate transaction. <ul style="list-style-type: none"> • If a fixed rate, enter the <i>annual rate</i>. <p style="margin-left: 40px;"><u>Example:</u> 6.250%.</p> • If a floating rate: <ul style="list-style-type: none"> • Identify the Index used. <ul style="list-style-type: none"> • Three (3) pre-printed options are available; or a custom index description may be entered. • If a custom index is entered, it must agree exactly with the index description for the corresponding Compass code. Contact CCS if you have questions regarding a custom index <p style="margin-left: 40px;"><u>References:</u></p> <ul style="list-style-type: none"> ▪ Reference Addendum A if a LIBOR index rate. ▪ For transactions using one month LIBOR as the index (not true LIBOR transactions), attach the LIBOR Index Rate Rider (Form 630442). <ul style="list-style-type: none"> • Identify the margin by checking the applicable box and entering the applicable percentage as appropriate. • Indicate when adjustments to the variable rate will be effective.
Maximum Rate	<p>Variable Rate Cap. Arkansas has a rate cap on consumer and commercial variable rate loans. The maximum rate permitted is the rate equal to 5 points above the Fed Primary Rate in effect as of the date of the Note. This maximum rate must be entered in this section.</p> <p>Caution. If the note is prepared in advance and the Fed Primary Rate changes between the time the note is prepared and the date the note is executed, a new note indicating the new maximum rate must be prepared.</p>
Renewal	Describe the original note by <i>number</i> and <i>date</i> if the loan is a renewal.
Collateral	Describe the collateral if the note is to be secured. <p>Notes:</p> <ul style="list-style-type: none"> • Be specific in the collateral description. • Refer to the topic for the collateral type for specific language to describe each collateral type.
Page 4	
Prepayment Provisions	Check this box if prepayment provisions are applicable and attach the applicable Prepayment Rider
Page 5	
Signature(s)	<i>Signature(s)</i> of Borrower and all Co-Borrower(s). <p>Note: The name of the signer should be entered below the signature.</p>
Billing Address	<i>Billing Address</i> to be used for the Borrower and Co-Borrower, if different from the

Section	Description
	physical address inserted at the top of page 1.