

EXHIBIT 2.1

**Promissory Note
(Filed Under Seal)**

THIS IS A BALLOON NOTE AND THE FINAL PAYMENT OR THE BALANCE DUE UPON MATURITY IS \$ [REDACTED], TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MAKERS UNDER THE TERMS OF THIS NOTE.

PROMISSORY NOTE

Principal Amount	Loan Date	Maturity	Loan No.	Rate	Account
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Borrower: Aegis Telecom, Inc.
5900 CENTRAL AVE. BLDG
SPRINGVILLE, TN 37112

Lender: Telecom Service Bureau, Inc.
2303 SE 17th Street, #201
Ocala, FL 34474

Principal Amount: [REDACTED] 00 [REDACTED]

Date of Note: 21st 2010

THIS PROMISSORY NOTE (the "Note") is entered into this 21 day of August, 2010, by and between AEGIS TELECOM, INC., a Tennessee corporation, having an address of 5900 CENTRAL AVE BLDG, SPRINGVILLE, TN (whether one or more, the "Borrower" and, if more than one, the expression "Borrower" shall mean all borrowers and each of them jointly and severally), in favor of TELECOM SERVICE BUREAU, INC., a Florida corporation, having an address of 2303 Southeast 17th Street, #201, Ocala, Florida, 34471 (the "Lender").

FOR VALUE RECEIVED, Borrower, jointly and severally, if more than one, unconditionally promises to pay to the order of Lender (or any subsequent holder hereof or any interest herein), at 2303 Southeast 17th Street, #201, Ocala, Florida, 34471, or at such other place as the Lender may from time to time designate in writing, without grace, the principal sum of \$ [REDACTED] or so much thereof as shall have been advanced hereunder, together with interest on the unpaid principal balance from time to time outstanding in accordance with the following provisions:

(a) "Interest Rate" shall mean a [REDACTED] percent fixed rate of interest.

(b) This Note shall bear interest at the Interest Rate. The entire outstanding principal balance of this Note, together with all accrued interest thereon, as well as all other costs associated with the indebtedness evidenced hereby, shall be due and payable in full on August 1, 2012 ("Maturity Date").

(c) The Interest Rate is not necessarily the lowest rate charged by Lender on its loans. Borrower understands that Lender may make loans based on other rates as well. Lender will advise Borrower of the current Prime Rate upon Borrower's request. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the Interest Rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Under no circumstances will the effective rate of interest on this Note be more than the maximum rate allowed by applicable law.

If any payment hereunder is due on a date which is not a Business Day (as defined below), the due date therefor shall be extended to the next succeeding Business Day, and interest shall be payable at the then applicable rate during such extension. Unless otherwise agreed or required by applicable law, all payments hereunder shall be first applied to late fees or other charges due hereunder, then interest and the balance, if any, to principal. Payments must be made in legal tender of the United States of America in good, collected funds at the place of payment. Any payment received after 2:00 p.m. (place of payment time) shall be credited on the next succeeding Business Day. "Business Day" shall mean any day other than a Saturday, Sunday or any other day on which national banks located in Ocala, Florida, are not open for business.

Any payment which is not made within ten (10) days of when due, shall be assessed a "late charge" of five percent (5%) of such payment, which shall be immediately due and payable to Lender.

Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. At least once each month the Lender shall render a statement of account, which statement shall be considered correct and accepted by the Borrower and conclusively binding upon the Borrower unless it notifies the Lender to the contrary within thirty (30) days of the tender of such statement by the Lender to the Borrower. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tender with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Joseph F. Fernandez, President, 2303 Southeast 17th Street, #201, Ocala, Florida, 34471.

This Note is intended to evidence revolving credit to be extended to the Borrower from time to time upon Borrower's written request therefore as and when the same may be approved by the Lender in its sole and absolute discretion. The outstanding principal balance of this Note may increase and decrease from time to time and proceeds hereof may be advanced, repaid and reborrowed, in increments of no less than \$1,000.00, but the outstanding principal balance hereof shall never exceed a total of [REDACTED] and No 100 Dollars [REDACTED]. Notwithstanding the foregoing to the contrary, the Lender shall not be obligated to make any advances under this Note.

Borrower, any endorser, any guarantor hereof or any other party hereto (individually, an "Obligor" and collectively, "Obligors") and each of them jointly and severally: (a) waive presentment, demand, protest, notice of demand, notice of intent to accelerate, notice of acceleration

of maturity, notice of protest, notice of nonpayment, notice of dishonor, and any other notice required to be given under the law to any Obligor in connection with the delivery, acceptance, performance, default or enforcement of this Note, any endorsement or guaranty of this Note, or any other documents executed in connection with this Note or any other note or other Loan Documents; (b) consent to all delays, extensions, renewals or other modifications of this Note or the Loan Documents, or waivers of any term hereof or of the Loan Documents, or release or discharge by Lender of any of Obligors, or release, substitution or exchange of any security for the payment hereof, or the failure to act on the part of Lender, or any indulgence shown by Lender (without notice to or further assent from any of Obligors), and agree that no such action, failure to act or failure to exercise any right or remedy by Lender shall in any way affect or impair the obligations of any Obligors or be construed as a waiver by Lender of, or otherwise affect, any of Lender's rights under this Note, under any endorsement or guaranty of this Note or under any of the loan documents; and (c) agree to pay, on demand, all costs and expenses of collection or defense of this Note or of any endorsement or guaranty hereof and or the enforcement or defense of Lender's rights with respect to, or the administration, supervision, preservation, protection of, or realization upon, any property securing payment hereof, including, without limitation, attorneys' and paralegals' fees, including fees related to any suit, mediation or arbitration proceeding, out of court payment agreement, trial, appeal, bankruptcy proceedings (including without limitation seeking relief from the stay of 11 U.S.C. §362 and limiting the use of cash collateral under 11 U.S.C. §363), receivership, or other proceeding, in such amount as may be determined reasonable by any arbitrator or court, which ever is applicable. Any award or payment of attorneys' or paralegal's fees hereunder or by order of a court of competent jurisdiction shall include as a part thereof any and all sales or use taxes imposed thereon by any appropriate governmental authority.

Any one or more of the following shall constitute an "Event of Default" hereunder: (a) the failure to make any payment of principal and/or interest under this Note or any other obligation of any Obligor to Lender within ten (10) days of when due (whether upon regular payment, demand, at maturity or by acceleration); (b) the failure to pay or perform any other obligation, liability or indebtedness of any Obligor to any other party; (c) if any representation or warranty of any Obligor proves to be untrue or misleading in any material respect when made or furnished; (d) default shall occur in the performance of any of the covenants or agreements of any Obligor contained in this Note, and such default shall continue uncured to the reasonable satisfaction of Lender for a period of thirty (30) days after written notice thereof from Lender to Borrower, or such other lesser or greater period of time, if any, with or without notice as specifically set forth in the applicable document or instrument; (e) the commencement of a proceeding by or against any Obligor for dissolution or liquidation, the voluntary or involuntary termination or dissolution of any Obligor or the merger or consolidation of any Obligor with or into another entity; (f) the insolvency of, the business failure of, the appointment of a custodian, trustee, liquidator or receiver for or for any of the property of, the assignment for the benefit of creditors by, or the filing of a petition under bankruptcy, insolvency or debtor's relief law or the filing of a petition for any adjustment of indebtedness, composition or extension by or against any Obligor; (g) the death or legal incapacity of any Obligor who is a natural person, *unless, however*, in the case of a guarantor only, within ninety (90) days from the date of death or incapacity of such Obligor (or such earlier date by which Holder would be barred from asserting a claim under this Note or such Obligor's guaranty in any probate proceeding as to such deceased Obligor or such Obligor's estate), a substitute guarantor or guarantors having a reputation, financial standing, liquid assets, net worth and

income satisfactory to, and approved in writing by, Lender, in its sole and absolute discretion, shall have (1) executed and delivered to Lender a written guaranty agreement or agreements in form and substance as then required by Lender and (2) paid all costs, including without limitation Lender's attorneys' fees, incurred by Lender in the preparation of such substitute guaranty agreement or agreements; (h) the failure of any Obligor to timely deliver such financial statements, including tax returns, other statements of condition or other information, as Lender shall request from time to time; (i) the entry of a judgment against any Obligor which Lender deems to be of a material nature, in Lender's sole discretion, which is not released or satisfied within ten (10) days of the entry thereof; (j) the seizure or forfeiture of, or the issuance of any writ of possession, garnishment or attachment, or any turnover order for any property of any Obligor; (k) the determination by Lender that it is insecure for any reason; (l) the determination by Lender that a material adverse change has occurred in the financial condition of any Obligor; or (m) the failure of Borrower's business to comply with any law or regulation controlling its operation.

Upon the occurrence of an Event of Default, Lender shall have the optional right to (a) accelerate and declare as immediately due and payable in full the entire balance (principal, interest and all other charges due hereunder) outstanding hereunder and all other obligations of any Obligor to Lender (however acquired or evidenced) and any obligation of Lender to permit further borrowing under this Note shall immediately cease and terminate and/or (b) to the extent permitted by law, the rate of interest on the unpaid principal shall be increased at Lender's discretion up to the Maximum Rate (as defined below), or if there shall cease to be a Maximum Rate at a simple interest rate of 18% per annum (the "**Default Rate**"). The provisions herein for a Default Rate shall not be deemed to extend the time for any payment hereunder or to constitute a "grace period" giving Obligors a right to cure any default. At Lender's option, any accrued and unpaid interest, fees or charges may, for purposes of computing and accruing interest on a daily basis after the due date of the Note or any installment thereof, be deemed to be a part of the principal balance, and interest shall accrue on a daily compounded basis after such date at the Default Rate provided in this Note until the entire outstanding balance of principal and interest is paid in full. Lender is hereby authorized at any time to set off any charge against any deposit accounts of any Obligor, as well as any money, instruments, securities, documents, chattel paper, credits, claims, demands, income and any other property, rights and interests of any Obligor which at any time shall come into the possession or custody or under the control of Lender or any of its agents, affiliates or correspondents, without notice or demand, any and all obligations due hereunder. Additionally, Lender shall have all rights and remedies available at law or in equity. Any judgment rendered on this Note shall bear interest at the highest rate of interest permitted pursuant to Chapter 687, *Florida Statutes*.

The failure at any time of Lender to exercise any of its options or any other rights hereunder shall not constitute a waiver thereof, nor shall it be a bar to the exercise of any of its options or rights at a later date. All rights and remedies of Lender shall be cumulative and may be pursued singly, successively or together, at the option of Lender. The acceptance by Lender of any partial payment shall not constitute a waiver of any default or of any of Lender's rights under this Note. No waiver of any of its rights hereunder, and no modification or amendment of this Note, shall be deemed to be made by Lender unless the same shall be in writing, duly signed on behalf of Lender; each such waiver shall apply only with respect to the specific instance involved, and shall in no way

impair the rights of Lender or the obligations of Obligor to Lender in any other respect at any other time.

This Note and the rights and obligations of Borrower and Lender shall be governed by and interpreted in accordance with the law of the State of Florida. In any litigation in connection with or to enforce this Note or any endorsement or guaranty of this Note, each Obligor irrevocably consents to and confers personal jurisdiction on the courts of the State of Florida or the United States located within the State of Florida and expressly waives any objections as to venue in any such courts. Nothing contained herein shall, however, prevent Lender from bringing any action or exercising any rights within any other state or jurisdiction or from obtaining personal jurisdiction by any other means available under applicable law.

Notwithstanding anything contained in this Note to the contrary, Lender shall never be deemed to have contracted for or be entitled to receive, collect or apply as interest on this Note, any amount in excess of the amount permitted and calculated at the Maximum Rate, and, in the event Lender ever receives, collects or applies as interest any amount in excess of the amount permitted and calculated at the Maximum Rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance of this Note, and, if the principal balance of this Note is paid in full, any remaining excess shall forthwith be paid to Borrower. In determining whether or not the interest paid or payable under any specific contingency exceeds the Maximum Rate, Borrower and Lender shall, to the maximum extent permitted under applicable law, (i) characterize any non-principal payment (other than payments which are expressly designated as interest payments hereunder) as an expense, fee, or premium, rather than as interest, (ii) exclude voluntary prepayments and the effect thereof, and (iii) spread the total amount of interest throughout the entire contemplated term of this Note. The term "**Maximum Rate**" shall mean, as to Lender, the maximum nonusurious interest rate, if any, that at any time, or from time to time, may be contracted for, taken, reserved, charged, or received on the indebtedness evidenced by this Note under the laws which are presently in effect of the United States and the State of Florida applicable to Lender and such indebtedness or, to the extent permitted by applicable law, under such applicable laws of the United States and the State of Florida which may hereafter be in effect and which allow a higher maximum nonusurious interest rate than applicable laws now allow.

To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

Time is of the essence hereunder.

In this Note, whenever the context so requires, the neuter gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural.

BORROWER BY ITS EXECUTION HEREOF KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES, FOR ITSELF AND ITS HEIRS, SUCCESSORS AND ASSIGNS, ANY RIGHT WHICH IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION, ACTION, SUIT OR PROCEEDING (WHETHER AT LAW OR IN EQUITY) BASED ON THIS NOTE OR ARISING OUT OF, UNDER OR IN CONNECTION WITH ANY OF THE TRANSACTIONS PROVIDED IN THIS NOTE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY OR THEIR RESPECTIVE OFFICERS, PRINCIPALS, PARTNERS, EMPLOYEES, AGENTS OR REPRESENTATIVES IN CONNECTION WITH THE SUBJECT MATTER OF THIS NOTE, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE AND WHETHER ASSERTED BY WAY OF COMPLAINT, ANSWER, CROSS-CLAIM, COUNTERCLAIM, AFFIRMATIVE DEFENSE OR OTHERWISE. BORROWER SHALL NOT SEEK TO CONSOLIDATE ANY SUCH LITIGATION, ACTION, SUIT OR PROCEEDING IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER'S ACCEPTANCE OF THIS NOTE.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

Robert Clark, as sole owner and Director
of AEGIS TELECOM, INC.

THIS IS A BALLOON NOTE AND THE FINAL PAYMENT OR THE BALANCE DUE UPON MATURITY IS \$ [REDACTED] TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MAKERS UNDER THE TERMS OF THIS NOTE.

Florida Documentary Stamp Tax
Florida documentary stamp tax in the amount required by law is payable with respect to this Note.
