

PROMISSORY NOTE

Participant _____ \$ _____
Amount of Note

Street Address _____

City _____ ST _____ ZIP _____ Date of Note _____

FOR VALUE RECEIVED, on or before _____ the undersigned (the Maker) promises to pay to the order of the Trustees of _____ Plan the principal amount of _____ DOLLARS (\$ _____), plus interest commencing on this date at the rate of _____% per annum on the principal balance from time to time unpaid.

FORM OF PAYMENT

Payment shall commence on _____, and shall continue on the last day of each pay period, by payroll deduction, thereafter until _____, when the amount of the accrued and then unpaid interest shall be due and payable. At the option of the Participant, at any time or times all or any portion of the unpaid principal sum and accrued interest on this Note may be prepaid without premium or penalty, the amount of the prepayment to be applied first to accrued interest and remainder to unpaid principal.

The payment of this Note is secured by the vested and non-forfeitable interest of the Participant in _____ Plan.

At the election of the holder or holders hereof, upon notice to the Participant, the unpaid principal sum, together with accrued and unpaid interest thereon, shall become due and payable in the event of a default in the payment of any principal or interest when due in accordance with the terms hereof. Further, this Note shall be due and payable upon termination of service of the Participant, subject to section 414(u) of the Code. This note is due and payable 45 days after termination of employment.

The above paragraph shall not apply in the event the participant is entitled to, and does, consent to a direct transfer of this note to a qualified plan of his new employer. This provision shall be null and void if transfer is not completed prior to the due date of the note or if earlier, than the 90th day after the participant terminates service with the Employer.

Participant's Signature _____ Social Security Number _____