

# Promissory Note and Irrevocable Pledge and Assignment

For value received, I, , the undersigned borrower, promise to pay

to the order of  (the "Plan"), or order,

the principal sum of  \$, together with interest at the rate of  % per annum

on the unpaid balance in  equal   Weekly  Bi-weekly  Semi-monthly  Monthly

payments of  \$ each, including interest, plus a final payment in the amount of  \$.

The first repayment is due on   , with like payments due   Weekly  Bi-weekly  Semi-monthly  Monthly

thereafter, and continuing until the final payment is made on the last payment date   , at which time the entire principal and interest thereon will have been paid in full.

The entire unpaid principal balance of this Promissory Note and Irrevocable Pledge and Assignment and all accrued interest shall become due and payable upon (a) my termination of employment with  (the "Employer"),

or

(b) my failure to make a scheduled repayment. Default on the loan will occur if repayment is not made in full by   .

Upon Default, the amount of the outstanding loan balance will be reported as a taxable deemed distribution to me from the Plan on IRS Form 1099-R and subject to such tax penalties and income tax as may be applicable.

I hereby assign and grant to the Trustees of the Plan a security interest of up to 50% of the vested amount of my account in the Plan to secure the repayment of all amounts due under this Promissory Note and Irrevocable Pledge and Assignment. No benefits of the Plan shall be distributed to me or to my designated beneficiary(ies) until this Promissory Note and Irrevocable Pledge and Assignment has been paid in full or otherwise fully satisfied. Should I fail to make full repayment on this Promissory Note and Irrevocable Pledge and Assignment upon my termination of employment with the Employer for any reason, I authorize the Trustees to reduce the amount otherwise distributable to me or to my designated beneficiary(ies) by the outstanding indebtedness, together with any accrued interest thereon.

I hereby authorize the Employer to deduct the installment payments required hereunder from my employment compensation and to transmit such installments to the Trustees of the Plan in payment of this Promissory Note and Irrevocable Pledge and Assignment, until the entire principal and interest thereon will have been paid in full. I understand that this Promissory Note and Irrevocable Pledge and Assignment may also be prepaid in full at any time without penalty.

**I acknowledge that the terms and conditions of this Promissory Note and Irrevocable Pledge and Assignment are expressly subject to the provisions of the Plan, the administrative procedures established by the Plan Administrator from time to time, and my completed loan request form.**

Marital Status  Married  Not married

**Note: If you are married, and if spousal consent is required, the Plan will not process your loan request unless your spouse has completed and signed the attached "Consent of Spouse".**

Signed at