

PARTICIPANT LOAN PROGRAM

The Plan permits loans to be made to Participants and their beneficiaries. However, before any loan is made, the Plan requires that a written loan program be established which sets forth the rules and guidelines for making Participant loans. This document shall serve as the required written loan program. In addition, the Plan Administrator may use this document to serve as, or supplement, any required notice of the loan program to Participants and their beneficiaries. All references to Participants in this loan program shall only include Participants and their Beneficiaries or any alternate payee with respect to the Plan. Furthermore, it shall only include those individuals to the extent they are "parties in interest" as defined by ERISA Section 3(14).

The Plan Administrator is authorized to administer the Participant loan program. All applications for loans shall be made by a Participant to the Plan Administrator on forms which the Plan Administrator will make available for such purpose.

1. LOAN APPLICATION. Any Participant may apply for a loan from the Plan. A Participant must apply for each loan in writing with an application which specifies the amount of the loan desired, the requested duration for the loan and the source of security for the loan.

All loan applications will be considered by the Plan Administrator within a reasonable time after the Participant makes formal application. The Participant will be required to provide any supporting information deemed necessary by the Plan Administrator. This may include a financial statement, tax returns and such other financial information which the Plan Administrator may consider necessary and appropriate to determine whether a loan should be granted. The Participant will also authorize the Plan Administrator to obtain a credit report on the Participant.

The Plan Administrator will determine whether a Participant qualifies for a loan, applying such criteria as a commercial lender of funds would apply in like circumstances with respect to the Participant. Such criteria shall include, but need not be limited to, the creditworthiness of the Participant and his or her general ability to repay the loan, the period of time such Participant has been employed by the Employer, whether adequate security has been provided for the loan, and whether the Participant agrees, as a condition for receiving the loan, to make repayments through direct, after-tax payroll deduction.

2. LOAN LIMITATIONS. The Plan Administrator will not approve any loan to a Participant in an amount which exceeds 50% of his or her nonforfeitable account balance. The maximum aggregate dollar amount of loans outstanding to any Participant may not exceed \$50,000, reduced by the excess of the Participant's highest outstanding Participant loan balance during the 12-month period ending on the date of the loan over the Participant's current outstanding Participant loan balance on the date of the loan. With regard to any loan made

pursuant to this program, the following rule(s) and limitation(s) shall apply, in addition to such other requirements set forth in the Plan:

- No loan in an amount less than \$1000 will be granted to any Participant.
- A Participant can only have 1 loan(s) currently outstanding from the Plan.
- All loans made pursuant to this program will be considered a directed investment from the account(s) of the Participant maintained under the Plan. As such, all payments of principal and interest made by the Participant will be credited only to the account(s) of such Participant. The Plan also will charge that portion of the Participant's account balances with expenses directly related to the origination, maintenance and collection of the note.

3. EVIDENCE AND TERMS OF LOAN. The Plan Administrator will document every loan in the form of a promissory note signed by the Participant for the face amount of the loan, together with a commercially reasonable rate of interest.

Any loan granted or renewed under this program will bear a reasonable rate of interest. In determining such rate of interest, the Plan will require a rate of return commensurate with the prevailing interest rate charged on similar commercial loans under like circumstances by persons in the business of lending money. Such prevailing interest rate standard will permit the Plan Administrator to consider factors pertaining to the opportunity for gain and risk of loss that a professional lender would consider on a similar arms-length transaction, such as the creditworthiness of the Participant and the security given for the loan. Therefore, in establishing the rate of interest, the Plan Administrator will conduct a reasonable and prudent inquiry with professional lenders in the same geographic locale where the Participant and Employer reside to determine such prevailing interest rate for loans under like circumstances.

The loan must provide at least quarterly payments under a level amortization schedule. If the Participant is currently employed by the Employer, the Plan Administrator will require the Participant receiving a loan from the Plan to enter into a payroll deduction agreement to repay the loan. If the Participant is not currently employed by the Employer, the Plan Administrator may require additional collateral for the loan.

The Plan Administrator will fix the term for repayment of any loan, however, in no instance may the term of repayment be greater than five years, unless the loan qualifies as a home loan. A "home loan" is a loan used to acquire a dwelling unit which, within a reasonable time, the Participant will use as a principal residence.

A loan, if not otherwise due and payable, is due and payable on termination of the Plan, notwithstanding any contrary provision in the promissory note. Nothing in this loan policy restricts the Employer's right to terminate the Plan at any time.

Participants should note the law treats the amount of any loan (other than a "home loan") not repaid five years after the date of the loan as a taxable distribution on the last day of the five year period or, if sooner, at the time the loan is in default. If a Participant extends a non-home loan having a five year or less repayment term beyond five years, the balance of the loan at the time of the extension is a taxable distribution to the Participant.

4. SECURITY FOR LOAN. The Plan will require that adequate security be provided by the Participant before a loan is granted. For this purpose, the Plan will consider a Participant's interest under the Plan to be adequate security. However, in no event will more than 50% of a Participant's vested interest in the Plan (determined immediately after origination of the loan) be used as security for the loan. Generally, it will be the policy of the Plan not to make loans which require security other than the Participant's vested interest in the Plan. However, if additional security is necessary to adequately secure the loan, then the Plan Administrator will require that such security be provided before the loan will be granted.

5. FORM OF PLEDGE. The pledge and assignment of a Participant's account balances will be in the form prescribed by the Plan Administrator.

6. MILITARY SERVICE. If a Participant separates from service (or takes a leave of absence) from the Employer because of service in the military and does not receive a distribution of his or her account balances, the Plan shall suspend loan repayments until the Participant's completion of military service or until the Participant's fifth anniversary of commencement of military service, if earlier.

7. DEFAULT. The Plan Administrator will treat a loan in default if:

- any scheduled payment remains unpaid beyond the last day of the calendar quarter following the calendar quarter in which the Participant missed the scheduled payment; or
- the Participant makes or furnishes any false representation or statement to the Plan.

The Participant will have the opportunity to repay the loan, resume current status of the loan by paying any missed payment plus interest or, if distribution is available under the Plan, request distribution of the note. If the loan remains in default, the Plan Administrator will offset the Participant's vested account balances by the outstanding balance of the loan to the extent permitted by law.

The Plan Administrator will treat the note as repaid to the extent of any permissible offset. Pending final disposition of the note, the Participant remains obligated for any unpaid principal and accrued interest.

Adopted this _____ day of _____, 20____. This loan program may be amended from time to time.

Plan Administrator

APPLICATION FOR PARTICIPANT LOAN

I hereby apply for a loan from the Plan. In support of this loan application, I attach such information which the Plan Administrator may require to determine whether I qualify for the loan. I also authorize the Plan Administrator to secure any credit reports to determine my creditworthiness and ability to repay the loan.

In applying for this loan, I acknowledge that I have read the section of the Summary Plan Description governing Plan loans and have been furnished with a copy of the Participant Loan Program established by the Plan.

The amount of the loan is \$_____ for a period of _____ months (if longer than 60 months, the purpose of the loan must be to acquire your principal residence).

Name: _____ Age: _____

() Married () Single () Divorce-Separated

I understand the Administrator will make any loan in reliance on the statements on this APPLICATION FOR PARTICIPANT LOAN which I certify are correct and complete. If any statement proves false, then the Plan may declare my indebtedness immediately due.

I hereby authorize the Administrator to verify the statements in this application and to obtain any information the Plan or its authorized representative may require in connection with this application.

EXECUTED this _____ day of _____, 20 _____.

Loan Applicant

Social Security Number

PROMISSORY NOTE AND FEDERAL DISCLOSURES
(Fixed Interest Rate)

BORROWER: _____

HOLDER (Creditor): _____

Federal Truth-In-Lending Disclosures

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. _____%	FINANCE CHARGE The dollar amount the credit will cost you. \$ _____	Amount Financed The amount of credit provided to you or on your behalf. \$ _____	Total of Payments The amount you will have paid after you have made all payments as scheduled. \$ _____
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Your Payment Schedule will be:

Number of Months	Amount of Payments	When Payments are Due

Prepayment: If you pay your loan off early, you will not have to pay a penalty.
Security Interest: You are giving a security interest in your account in the plan.
See below for any additional information about non-payment and default.

Promissory Note

For value received,

_____, the undersigned BORROWER, promises to pay _____, Trustee of the Plan, or order, the sum of _____ dollars (\$ _____), together with interest on the unpaid balance at the rate of _____% per annum, payable in _____ equal monthly payments of \$ _____ each, including interest. The first payment is due on _____, with like payments due on the same date of each month thereafter until the BORROWER has made all payments under this Note.

The BORROWER will make all payments at _____ or such other place as the HOLDER designates in writing. If not sooner paid, this Note in any event is due and payable _____.

At the option of the HOLDER of this Note until payment in full or maturity, upon default, all monies payable under this Note are due and immediately payable. The Note is

in default if any payment remains unpaid beyond the last day of the calendar quarter following the calendar quarter in which the BORROWER missed the scheduled payment. Also, all monies payable under this Note are due and immediately payable upon termination of the Plan.

The BORROWER may prepay the loan without penalty. Each payment first applies to the payment of accrued interest and the balance of each payment applies to the payment of principal.

The BORROWER secures this loan by a pledge and irrevocable assignment of his/her vested interest in the Plan.

If the BORROWER does not pay this Note when due, the BORROWER promises to pay all costs of collection and reasonable attorneys' fees incurred by the HOLDER of this Note on account of such collection, whether or not the HOLDER files suit on this Note.

EXECUTED this _____ day of _____, 20 _____.

Witness

Loan Applicant

PROMISSORY NOTE
(Fixed Interest Rate)

BORROWER: _____

HOLDER (Creditor): _____

Your Payment Schedule will be:

Number of Months	Amount of Payments	When Payments are Due

Prepayment: If you pay your loan off early, you will not have to pay a penalty.

Security Interest: You are giving a security interest in your account in the plan.

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each month thereafter until the BORROWER has made all payments under this Note.

The BORROWER will make all payments at _____ or
such other place as the HOLDER designates in writing. If not sooner paid, this Note in
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default, all monies payable under this Note are due and immediately payable. The Note is
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Also, all monies payable under this Note are due and immediately payable upon
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principal.

The BORROWER secures this loan by a pledge and irrevocable assignment of his/her
vested interest in the Plan.

If the BORROWER does not pay this Note when due, the BORROWER promises to pay all costs of collection and reasonable attorneys' fees incurred by the HOLDER of this Note on account of such collection, whether or not the HOLDER files suit on this Note.

EXECUTED this _____ day of _____, 20 _____.

Witness

Loan Applicant

IRREVOCABLE PLEDGE AND ASSIGNMENT

In consideration of a loan to me of \$_____, by the Trustees of the Plan, as evidenced by a copy of the Promissory Note attached to this pledge, I hereby irrevocably pledge and assign to the Trustees of the Plan, or to their successor or successors, 50% of my vested account balances, at any time existing under the Plan, but not less than 50% of my vested account balances determined on the date of the loan which is subject to this pledge, to the extent necessary to satisfy such loan, any unpaid interest on such loan, all reasonable attorneys' fees necessary for collection of this obligation and all costs of collection. Failure by me to repay this loan when due or to pay any installment or interest when due will authorize the Trustees to foreclose on this security or to bring a lawsuit to collect the outstanding indebtedness and interest on the indebtedness.

Should my employment terminate with the Employer for any reason while this obligation is unpaid and under circumstances in which the Trustees would ordinarily make a distribution from the Plan to me or to my named beneficiary, I authorize the Trustees to reduce the amount otherwise distributable to me or to my named beneficiary, by this outstanding indebtedness, together with any accrued interest due on the indebtedness, unless, on the day after my termination of employment with the Employer, I am a "party in interest" with respect to the Plan.

This Irrevocable Pledge and Assignment shall bind my heirs, personal representatives or other legal representatives.

EXECUTED this _____ day of _____, 20 _____.

Witness:

Loan Applicant