

DEMAND PROMISSORY NOTE

New York, New York
_____, 200__

For value received, the undersigned unconditionally promises to pay to the order of JPMORGAN CHASE BANK, N.A. (the "Bank"), at its office located at, 277 Park Avenue, New York, New York 10172, the principal amount of each loan made to the undersigned by the Bank and outstanding under this note **ON DEMAND**.

The undersigned promises to pay, at said office, interest on the unpaid balance of the principal amount of each such loan for each day outstanding at the rate per annum for such day (determined in accordance with the third paragraph hereof) which the Bank shall specify in its books and records (as provided in the third paragraph hereof) for each such day, such interest to be payable monthly in arrears unless earlier demanded to be paid by the Bank with any principal payment. The principal amount of any loan not paid immediately upon demand by the Bank, and to the extent permitted by law, any accrued interest not paid when due, shall bear interest from such date until paid in full at a floating rate per annum equal to the higher of (i) the rate otherwise in effect for such loan plus 2% and (ii) that rate of interest per annum from time to time announced by the Bank as its prime rate plus 2%, such interest to be payable **ON DEMAND** and upon payment in full of such principal. Interest shall be calculated on the basis of a year of 360 days and actual days elapsed. All payments hereunder shall be made in lawful money of the United States and in immediately available funds. The Bank may (but shall not be obligated to) debit the amount of any payment which is not made upon demand, or with respect to interest as may be otherwise provided hereunder, from any deposit account of the undersigned with the Bank (other than any account maintained by the undersigned entitled a segregated account for the exclusive benefit of customers maintained pursuant to Rule 15c3-3 of the Securities Exchange Commission or a segregated account maintained pursuant to Section 4d of the Commodity Exchange Act and Regulation 1.20 thereunder).

The rate of interest per annum for each loan evidenced by this note shall be set on a daily basis for each day that such loan shall be outstanding. The rate for the first day shall be the rate quoted by the Bank and agreed upon by the undersigned. For each day thereafter that the loan shall be outstanding, the rate shall be the rate quoted by the Bank to the undersigned, provided, that, if the undersigned shall not request that the Bank quote a rate of interest for a loan for a particular day or if the Bank and the undersigned shall not agree upon an interest rate for any day with respect to such loan, then the interest rate applicable to such loan for such day shall be the rate set by the Bank in its sole discretion. The date, amount and interest rate (for each day) with respect to each loan under this note and each payment of principal thereof and interest thereon, loans to which such principal is applied (which shall be at the discretion of the Bank) and the outstanding principal balance of loans, shall be recorded by the Bank on its books and records and, prior to any transfer and delivery of this note (or at the discretion of the Bank, at any other time), endorsed by the Bank on the schedule attached or any continuation of the schedule. The books and records of the Bank and any endorsement by the Bank on a schedule shall be

conclusive and binding in the absence of manifest error; provided that the failure of the Bank to mark its books and records or to endorse any such schedule shall not affect the obligations of the undersigned to the Bank.

NOTHING HEREIN SHALL CONSTITUTE OR BE CONSTRUED AS A COMMITMENT BY THE BANK TO MAKE LOANS UNDER THIS NOTE OR TO EXTEND ANY OTHER CREDIT TO THE UNDERSIGNED. THE UNDERSIGNED ACKNOWLEDGES AND UNDERSTANDS THAT ALL LOANS MADE UNDER THIS NOTE, IF ANY, ARE MADE BY THE BANK IN ITS SOLE DISCRETION AND ON AN UNCOMMITTED BASIS.

All loans made to the undersigned by the Bank (unless otherwise agreed by the Bank and except for syndicate day loans and loans made in connection with a clearance account of the undersigned with the Bank) shall be evidenced by this note.

The undersigned agrees to pay all expenses, including collection costs and reasonable attorneys' fees, in connection with the enforcement of this note or the loan(s) evidenced hereby.

This note shall be binding on the undersigned and its successors and assigns and shall inure to the benefit of the Bank and its successors and assigns; provided that the undersigned may not delegate or assign any obligations hereunder without the prior written consent of the Bank. Without limiting any provision of this note, the obligations under this note shall continue in full force and effect and shall be binding on any successor partnership and on previous partners and their respective estates, regardless of any change in the partnership as a result of death, retirement or otherwise.

Notwithstanding anything to the contrary set forth herein, the undersigned waives demand for payment, presentment, notice of dishonor, protest and any other formality with respect to this note.

This note shall be construed according to and governed by the laws of the State of New York, provided that the foregoing is not intended to limit the maximum rate of interest which may be charged or collected by the Bank hereon if, under the laws applicable to it, the Bank may charge or collect such interest at a higher rate than is permissible under the laws of said State. In no case shall the interest hereon exceed the maximum amount which the Bank may charge or collect under such laws applicable to it. **THE UNDERSIGNED WAIVES ANY RIGHT THE UNDERSIGNED MAY HAVE TO A JURY TRIAL IN RESPECT OF ANY**

**CLAIM, SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO
THIS NOTE OR ANY LOAN EVIDENCED HEREBY.**

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By: _____
Name:
Title:

Schedule to Note

<u>Date</u>	<u>Loan Number and Interest Rate</u>	<u>Amount of Loan/Payment</u>	<u>Notation Made By</u>
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