

PROMISSORY NOTE AND ASSIGNMENT

("Note")

\$ _____

Goochland County, Virginia
_____, 200_

FOR VALUE RECEIVED, _____ ("Maker") promises to pay to _____ Volunteer Rescue Company No. __, ("Holder") a division of Goochland County Volunteer Fire-Rescue Association, Inc., a Virginia nonstock corporation (the "Association") at _____, Virginia, or at such other place as Holder may designate in writing, the sum of _____ and 00/100 Dollars (\$ _____), or such lesser amount as may be set forth in the last entry on the Schedule attached hereto as the "Total Amount Advanced," as provided herein.

Maker and the Association have entered into an Advanced Life Support Training Agreement dated _____, 200_, (the "Training Agreement"), under which the Association has agreed to reimburse Maker for certain expenses incurred and to be incurred by Maker, subject to Maker's fulfilling certain conditions. Maker hereby assigns to Holder Maker's right to reimbursement under section 2 of the Training Agreement. Payment of such reimbursement by the Association to Holder pursuant to such assignment shall constitute payment in full of Maker's obligation hereunder. The assignment of Maker's right to receive reimbursement shall not deprive Maker of any other rights or relieve Maker of any obligations Maker may have under the Training agreement. By its acknowledgment of this Note, the Association agrees i) to promptly inform Holder if Maker becomes ineligible to receive reimbursement under the Training Agreement and ii) to pay all amounts becoming payable to Maker under the Training Agreement directly to Holder.

If, for any reason, Maker fails to fulfill any of the conditions which would entitle Maker to reimbursement under the Training Agreement, Maker shall, within ten (10) days after the date of such failure (the "Trigger Date") repay the Total Amount Advanced, in lump sum without interest, to Holder. Alternatively, Maker, with the consent of Holder, which may not be unreasonably withheld but may be given subject to reasonable conditions, may elect to repay the Total Amount Advanced in not more than twelve (12) substantially equal monthly installments with interest on unpaid amounts at the rate applicable to judgments as of the Trigger Date computed from the Trigger Date.

It is understood and agreed that Holder will make appropriate entries on the Schedule to reflect Amounts Advanced by Holder to Maker.

Maker hereby waives presentment, demand, protest and notice of dishonor and protest. Maker also agrees to pay all the expenses incurred in collecting all or any part of the debt evidenced by this Note, including reasonable attorney's fees and costs in case this Note shall not be paid at maturity or when declared due and payable as provided herein.

This Note is not negotiable and may not be sold, assigned, transferred or otherwise alienated except by operation of law.

The laws of the Commonwealth of Virginia, without reference to its principles of conflicts of laws, shall govern the validity, interpretation, construction and effect of this Note.

The Circuit Court of Goochland County, Virginia or, if the amount claimed under this Note is within its jurisdictional limit, the General District Court of Goochland County, Virginia, shall have exclusive jurisdiction to resolve all disputes arising under this Agreement.

[Type or print name of Maker]

Acknowledged:

Goochland County Volunteer Fire-Rescue
Association, Inc.

By: _____
[Type or print title of person acknowledging]

Schedule

<u>Date</u>	<u>Amount Advanced</u>	<u>Total Amount Advanced</u>

SAMPLE