

**PROMISSORY NOTE
AND AUTHORIZATION FOR PAYROLL DEDUCTION**

_____, California
Date: _____, 2018

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned (the "Undersigned") hereby promises to pay Kaiser Foundation Health Plan, Inc. ("KFHP"), or order, without discount or offset, in the lawful money of the United States of America, the principal sum of _____ Thousand Dollars and _____ Cents (U.S. \$000,000.00) ("Principal") payable as described below. KFHP or anyone who takes this Note by transfer is called the "Note Holder."

Three months after execution of this Note, the Undersigned shall pay in ____ installments on the Principal at the end of each payroll period thereafter of _____ Dollars and _____ Cents (U.S. \$000,000.00) over 18 months, except that the final installment may be more or less, being the amount necessary to complete the total sum due hereon.

The Undersigned hereby authorizes the deduction of the installment payments described above to repay the Principal from any wages, vacation pay, severance payments, or credits. In the event a payroll deduction is less than the amount of an installment, the Undersigned will pay immediately pay the difference to KFHP by check or money order or, at KFHP's sole discretion, KFHP will deduct such amount from the next installment payment. The Undersigned will make such payments at Kaiser Foundation Health Plan, Inc., _____, _____, CA 94612, or at a different place if required by the Note Holder.

If the Undersigned shall cease to be employed full-time (as defined by KFHP's policies) by KFHP, Kaiser Foundation Hospitals ("KFH"), or one of their subsidiaries or affiliates at any time, the entire unpaid Principal will be immediately due and payable in full. At the option of KFHP, this entire Note shall become immediately due and payable, without notice or demand, upon the occurrence of any one of the following events: (1) failure to pay any amount set forth herein, which shall continue for 5 days; (2) any misrepresentation or omission of or on behalf of the Undersigned made to KFHP in connection with the Note; (3) insolvency (however evidenced) or the commission of an act of insolvency; (4) the making of a general assignment for the benefit of credits or (5) death of the Undersigned. The Undersigned hereby authorizes the deduction of unpaid Principal from any wages, vacation pay, severance payments, or credits upon termination of such full-time employment or the events described above.

If any actions be taken to collect any amount of Principal due under this Note, the Undersigned agrees to pay all costs of any such actions including, without limitation, all court costs and actual attorneys' fees incurred by the Note Holder.

This Note may be prepaid, at any time, in whole or in part, without penalty. All payments hereunder shall be made to KFHP at _____, or any other address as designated, in writing by KFHP.

Unless applicable law requires a different method, any notice that must be given to the Undersigned under this Note will be given by delivering it or by mailing it by first class mail to the

Undersigned at the address set forth below the Undersigned's signature on this Note, or at a different address if the Undersigned gives the Note Holder a notice of such different address. Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address for payments stated above, or at a different address if the Undersigned is given a notice of that different address.

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. The Note Holder may enforce its rights under this Note against each person individually or against all of the Undersigned together. This means that any one of the Undersigned may be required to pay all of the amounts owed under this Note.

The Undersigned waives the presentment, demand for payment, notice of dishonor, and any or all other notices or demands in connection with the delivery, acceptance, performance, default, or enforcement of this Note and consents to any extensions of time, renewals, releases of any party to this Note, waivers or modifications that may be granted or consented to by the holder in respect of the time of payment of any other provisions of this Note.

This Note constitutes the entire agreement on this subject and supersedes all previous and contemporaneous communications, representations, or agreements regarding the referenced subject matter. No modification of this Note shall be binding or effective unless agreed to by KFHP and in writing; and any act, delay, or omission by KFHP shall not be deemed as a waiver of KFHP's rights or remedies hereunder. This Note is governed by and construed in accordance with the internal laws of the State of California, without regard to its choice of law principles. If any one or more of the provisions of this Note is held invalid or unenforceable, the remaining provisions shall continue with full force and effect.

(Undersigned)
Name
Address
City State Zip
Date: _____