

OPTION TO PURCHASE STOCK

_____, referred to as OWNER, and _____,
referred to as OPTION HOLDER, in consideration of \$_____._____
_____ & ___/100 dollars) paid by OPTION HOLDER to OWNER agree:

OWNER grants to OPTION HOLDER the right to purchase ___ shares of
_____ stock of _____, referred to as
ISSUER at a purchase price of \$_____ (_____ & ___/100
dollars) per share, on or before _____, 19___. In the event that
a stock dividend, split or other recapitalization takes place
prior to the exercise of the option, the purchase price per share
shall be adjusted to the equivalent amount, and the number of
shares adjusted to the same number of shares.

OPTION HOLDER may _____.

Prior to the shares being delivered, the OPTION HOLDER shall
execute the shareholder's agreement dated _____, 19__.

The shares to be conveyed herein are not registered with the
United States Securities and Exchange Commission, nor that of any
other state.

OPTION HOLDER shall be required prior to delivery of the shares to
certify that the shares are not being purchased for resale and
that OPTION HOLDER's purchase shall not result in the necessity of
the registration of the securities. OPTION HOLDER shall be
required to comply with any other restrictions which may be now,
or in the future, set by ISSUER.

OPTION HOLDER shall not be entitled to a refund should it be
unable to purchase the shares, and prior to the execution of this
agreement, OPTION HOLDER should confirm its eligibility to
purchase through ISSUER.

Dated: _____
