

**U.S. NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001**

PROMISSORY NOTE IN REPAYMENT OF PREEXISTING DEBT

1. Obligation: For value received, ATG, INC. (Hereafter referred to as the Maker) promises to pay to the order of the U.S. Nuclear Regulatory Commission the principal sum of \$68,286.00 dollars with interest accruing from April 23, 2001, at the rate of 5 percent per year, and an administrative charge of \$5 a month, for each invoice. This note is being given for the purpose of refinancing and paying the principal amount owed to the United States on the Materials Annual Fee debt under Invoice AM1618-01. The Maker hereby acknowledges and admits the validity and amount of that preexisting debt, which the principal sum stated in this note is intended to repay.
2. Installments: This note is to be paid in twelve (12) installments. The first installment starts April 6, 2001, and monthly thereafter, on or before the fifteenth day of each month, until either the principal sum and all interest and other charges assessed under the provisions of this note have been fully paid, or this note is considered to be in default. Payments should be made payable to the U. S. Nuclear Regulatory Commission and mailed to the following address:

U.S. Nuclear Regulatory Commission
Division of Accounting and Finance
License Fee and Accounts Receivable Branch
Mail Stop T-9 E10
Washington, DC 20555-0001

Following is a schedule of installment payments:

(See page two)

ENCLOSURE 1

ATG, INC.

INVOICE NUMBER AM1618-01

PAYMENT NUMBER	PAYMENT DATE	TOTAL PAYMENT	INTEREST AMOUNT	ADMIN. AMOUNT	PRINCIPAL AMOUNT	REMAINING BALANCE
BEGINNING BALANCE						\$68,286.00
1	15-May-01	6,025.00	284.53	5.00	5,735.48	62,550.53
2	15-Jun-01	6,025.00	260.63	5.00	5,759.37	56,791.15
3	15-Jul-01	6,025.00	236.63	5.00	5,783.37	51,007.78
4	15-Aug-01	6,025.00	212.53	5.00	5,807.47	45,200.31
5	15-Sep-01	6,025.00	188.33	5.00	5,831.67	39,368.65
6	15-Oct-01	6,025.00	164.04	5.00	5,855.96	33,512.69
7	15-Nov-01	6,025.00	139.64	5.00	5,880.36	27,632.32
8	15-Dec-01	6,025.00	115.13	5.00	5,904.87	21,727.46
9	15-Jan-02	6,025.00	90.53	5.00	5,929.47	15,797.99
10	15-Feb-02	6,025.00	65.82	5.00	5,954.18	9,843.81
11	15-Mar-02	6,025.00	41.02	5.00	5,978.98	3,864.83
12	15-Apr-02	3,885.93	16.10	5.00	3,864.83	0.00
TOTAL		\$70,160.93	\$1,814.93	\$60.00	\$68,286.00	

3. **Default, Acceleration, and Other Remedies:** In the event of default, the full amount of the principal sum, together with any accrued interest and other charges assessed under this note, less any payments actually received by the United States from the Maker, shall be due and payable in full immediately, without the need for further demands or notices to the Maker. Furthermore, in that event, the Maker agrees that the United States may exercise any collection options legally available to it, including, but not limited to, taking administrative offset, hiring a private debt collection agency, filing adverse credit reports to local and national credit bureaus, referring the Maker's account for legal action, and suspending or revoking any license or privilege which the U.S. Nuclear Regulatory Commission has granted to the Maker.
4. **Default Costs and Fees:** In the event of default, the Maker agrees to pay all reasonable collection costs, court costs, and attorneys' fees incurred by the United States as a result of the default and any appropriate collection actions taken by the United States.
5. **Prepayment:** The Maker has the right to make payment of all or any part of the principal at any time on or before any principal payment due date. A payment of principal only is known as a "prepayment." When a prepayment is made, the Maker will notify the U. S. Nuclear Regulatory Commission in writing that the Maker is doing so. The Maker may make full prepayment or partial prepayments without penalty or premium. The U. S. Nuclear Regulatory Commission will apply any such prepayments to the next remaining installment of principal. If partial prepayment is made, there will be no changes in the due date or in the amount of monthly payment unless the U. S. Nuclear Regulatory Commission agrees in writing to those changes.
6. **Controlling Law:** Except where controlled by Federal law, all disputes concerning this note shall be controlled by the law of the jurisdiction in which the Maker is incorporated at the time this note is signed.
7. **Changes:** The provisions of this note may not be changed except by a written agreement which specifies the agreed-upon changes and which is signed by the Maker and an authorized representative of the United States.
8. **Legal Effect:** This note shall not be effective or legally binding upon the Maker of the United States until the date it is signed by an authorized official of the Maker.

9. Signatures and Certifications: I, as an official of the Maker, do hereby certify that I have read and understood the terms of this note.

Signed: This _____ day of _____, 20____.

Maker's Signature	Printed Name	Address
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I am an authorizing official for the Maker and do certify that the Maker is incorporated in the State of _____ at the time this note is signed and that the signature above is that of an individual authorized to enter into a promissory note for the Maker.

SIGNED: (If different from Maker's Signature)

Authorizing Official's Signature	Printed Name	Address
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Date counter signed: _____, 20____

As an authorized representative of the United States, I hereby agree to the payment of this debt owed by the Maker to the United States under the terms of the installment agreement evidenced by this note.

COUNTERSIGNED:

Representative's Signature	Representative's Name	Representative's Title and Agency
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Date countersigned: _____, 20____

U. S. Nuclear Regulatory Commission