

EXHIBIT "D"

PROMISSORY NOTE

\$254,200.00

DATE: October 21, 19 94

1. For value received, Thomas A. Rainbolt, D.D.S., (hereinafter referred to as the "Maker") promises to pay to the order of John H. Wulfschle, D.D.S., P.A. and John H. Wulfschle, D.D.S., (jointly and severally hereinafter referred to as "Payee"), Payee together with any subsequent holder hereof ("Holder"), the principal sum of TWO HUNDRED FIFTY FOUR THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$254,200.00) with interest, payable as follows:

Maker shall pay to Holder the entire outstanding principal balance of the indebtedness evidenced by this note (the "Note") together with interest thereon at the rate of nine percent (9%) per annum in one hundred twenty (120) equal, consecutive, monthly amortized installments of principal and interest in the amount of THREE THOUSAND ONE HUNDRED NINETY SIX AND 13/100 DOLLARS (\$3,196.13) each, commencing thirty (30) days from the Date of Possession (as described in the attached Asset Purchase Agreement) and continuing on the same day of each consecutive month thereafter until the entire indebtedness evidenced by this Note is fully paid.

At the Holder's option, such installment payments shall be made in two parts, one payment to John H. Wulfschle, D.D.S., P.A. in the amount of \$ 486.13 for the Assets sold pursuant to the terms of the Asset Purchase Agreement, and one payment to John H. Wulfschle, D.D.S. individually in the amount of \$ 1715.00 for granting the Restrictive Covenant and John H. Wulfschle, D.D.S.'s interest in the Assets sold pursuant to the terms of the Asset Purchase Agreement.

2. All payments and other amounts due hereunder from Maker to Holder shall be in good, and immediately available, lawful money of the United States.
3. Maker may pre-pay the indebtedness evidenced by this Note in whole or in part at any time without penalty or premium. Any partial pre-payment shall be applied first to accrued interest and penalties (and any collection cost incurred by Holder) and then to reduction of the outstanding principal balance of the indebtedness evidenced by this Note. Any such partial pre-payment of principal shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments unless otherwise agreed in writing by Holder. All payments shall be applied first to accrued interest with the balance applied on the principal.
4. Principal and interest are payable at the address of the Payee, or such other addresses as may be designated by the Holder from time to time. Any monthly installment payment that is not received by Holder within ten (10) days following the due date shall be subject to a five percent (5%) late charge.
5. This Note is to be construed in all respects and enforced according to the laws of the State of Kansas. Time is of the essence of this Note.
6. This Note is not negotiable, non-transferable, non-assignable by Payee; however, John H. Wulfschle, D.D.S., P.A. may transfer its interest in this Note only to Payee, and/or to Payee's immediate family, and/or to Payee's estate, and not further assigned; such assignment, however, shall not make this Note a negotiable instrument.
7. All the terms and conditions of the Asset Purchase Agreement and the attached exhibits are by this

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