PROMISSORY NOTE

$ **28,000.00** Cincinnati, Ohio April 4, 1989 19

For value received, receipt of which is hereby acknowledged, the undersigned (jointly and severally if more than one) promises to pay to the order of **STAR BANK, N.A., CINCINNATI** (hereinafter the "Bank") the sum of **TWENTY EIGHT THOUSAND AND NO/100** Dollars, with interest; as set forth below, upon the unpaid balance for the period outstanding, except there shall be a minimum interest charge of $50.00.

RATE OF INTEREST AND ITS CALCULATION

☒ X 13.0 percent per annum.

☐ A floating rate equal to the Bank's Prime Rate, currently _____ % per annum, plus an additional _____ % per annum; or times _____ % per annum.

☐ Other: _____

"Prime Rate" shall mean the rate announced as such from time to time by the Bank. The Prime Rate is determined solely by the Bank pursuant to market factors and its own operating needs and is not necessarily the Bank's best or most favorable rate for commercial or other loans.

If the rate of interest is to float with the Prime Rate of the Bank, or another index, as described above, then the rate of interest shall be adjusted to reflect changes in the applicable index:

☐ on the same day as the applicable index changes.

☐ on the first day of the month following the month in which the applicable index changes.

☐ Other: _____

Interest will be paid upon any amount which has become due and which remains unpaid, whether interest or principal and whether by acceleration or otherwise, at the rate specified above plus an additional two percent per annum up to any maximum rate permitted by law.

FREQUENCY OF PAYMENT AND MATURITY

☒ X Principal balance matures and is due and payable on May 9, 1989 (35 Days)

☐ Interest is due and payable ☐ at maturity or ☐ beginning _____ and _____ thereafter until the principal balance is paid in full, at which time any unpaid interest shall be immediately due and payable.

☐ Payment Amount _____ Date of First Payment _____

Payment frequency: ☐ Monthly ☐ Quarterly ☐ Semiannually ☐ Annually

Payment type: ☐ Payment Amount includes both interest and principal.

☐ Payment Amount is principal. Interest is additional.

☐ Other: _____

The payment amount may be adjusted, at the Bank's option, in accordance with changes in the interest rate, if any, as set forth above, or increases or decreases in the interest rate may be added to or subtracted from the amount due and owing at the maturity of this note.

This note is ☒ UNSECURED ☐ SECURED ☐ ENDORSED

This note is ☐ , is not ☒ X issued under the provisions of a loan agreement dated _____

The undersigned (jointly and severally if more than one) hereby grants to the holder of this note a security interest in the following property:

NONE

together with all additions thereto and substitutions therefor, and the proceeds, products, and any insurance or damage claims with respect thereto. The undersigned and any endorser, guarantor, or surety of this note (hereinafter individually and collectively the "Obligors") also grant the holder a security interest in all other property of Obligors or in which Obligors have an interest now or hereafter in the possession of the holder or in which the holder has a security interest or mortgage, together with all additions thereto and substitutions therefor, and the proceeds, products and any insurance or damage claims with respect thereto; provided, that such security interest shall not be created in any household furnishings or other goods used by any individual Obligors for personal, family, or household purposes. The security interests granted to the holder herein secure the payment of (i) the loan evidenced by this note; (ii) all other loans, indebtedness, and liabilities of the undersigned, or any of them, to the holder howsoever evidenced, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and whether incurred alone or with others, as maker, endorser, guarantor, or surety, and including any extensions or renewals thereof; (iii) interest on such loans, indebtedness, and liabilities; and (iv) all costs of collection and attorneys' fees incurred by the holder in collecting or enforcing such loans, indebtedness, and liabilities, or realizing on any security interest securing such loans, indebtedness, and liabilities (all such loans, indebtedness, liabilities, interest, costs, and fees hereinafter the "Obligations"). Any separate security agreement or instrument in which the Obligors grant the holder any security interest shall supplement the security provisions hereof, and any inconsistency between the provisions of this note and such agreement or instrument shall be interpreted in all respects in favor of the holder.

The Obligors further grant the holder a security interest in all deposits and account balances and credits of the Obligors or other sums credited by or due from the holder to the Obligors in the possession of or in transit to the holder, now existing or hereafter arising, and all proceeds thereof, and the holder may treat such deposits and sums as security for the payment of the Obligations. To the extent the Obligations are due and payable, the holder may apply or set off such deposits or other sums against the Obligations as the holder deems appropriate, and/or refuse to honor orders to pay or withdraw such deposits or sums.

The property in which holder is granted a security interest hereunder, and all additions thereto and substitutions therefor, and the proceeds, products and any insurance or damage claims with respect thereto, is hereinafter referred to as the "Collateral". The Obligors, or any other person who owns securities which are Collateral, shall provide the holder with the certificates representing such securities endorsed in blank or accompanied by assignments or stock powers sufficient to transfer title to such securities to the holder or its nominee, and shall hold in trust for and immediately deliver to the holder with such endorsements, assignments, or powers all securities received in addition to or in exchange for such securities and all rights to subscribe to securities incident thereto.

The holder may at its option (i) transfer the Collateral at any time to itself or its nominee, with or without a designation that the holder is a pledgee, and take any other action necessary to become record holder of any Collateral, (ii) exercise all rights and privileges in connection with the Collateral to which the holder or its nominee may be entitled as record holder thereof, and (iii) receive the income from the Collateral and hold the same as additional Collateral or apply it as the holder deems appropriate against the principal or interest due on this note or any other Obligations. No such transfer of Collateral by the holder to itself or its nominee shall operate to discharge the Obligations. The holder may operate, use, and exercise any right of ownership pertaining to the Collateral which the holder deems necessary to preserve the value of the Collateral as security for the Obligations, and the Obligors irrevocably appoint the holder as attorney-in-fact to do all things and acts in connection therewith. The holder shall not be liable to the Obligors, other owners of the Collateral, or any third party for damages arising from the manner in which the holder holds, operates, uses, or exercises rights of ownership pertaining to the Collateral.

Should the holder deem itself insecure, the Obligors shall deliver to the holder such additional Collateral as the holder requests. At any time, at the holder's request, the Obligors shall sign all financing statements, trust receipts, security agreements, mortgages, deeds of trust, registration agreements, or other documents which the holder deems necessary to evidence, perfect, secure, preserve, protect, or enforce existing or additional security interests in the Collateral; or to facilitate sale or other realization by the holder of same, and the Obligors irrevocably appoint the holder as attorney-in-fact to do all things and acts which the holder deems necessary in connection therewith.

THE UNDERSIGNED MAKER UNDERSTANDS AND AGREES THAT THE PROVISIONS ON THE REVERSE SIDE HEREOF CONSTITUTE A PART OF THIS AGREEMENT AND ACKNOWLEDGES RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF THIS INSTRUMENT AT THE TIME OF SIGNING.

X Pete E. Rose

Pete E. Rose

Address _____

FORM 3700CL 07/87

NOTE # _____

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