

Form 2.2 Revolving Note**REVOLVING NOTE**

Maximum Principal Advance: [City], [State]
 [Amount] U.S. [Date]

IN CONSIDERATION of amounts advanced hereunder, [Borrower], a [State] corporation ("Borrower") promises to pay to the order of [Lender], a [State] corporation ("Lender"), in lawful money of the United States, all principal, together with accrued interest and all other charges, owed under the terms of this Note as hereinafter set forth. In the sole and complete discretion of Lender, amounts may be readvanced hereunder provided that such amounts do not exceed the maximum principal, as shown below.

The maximum principal advance to Borrower shall be [Amount] (\$), or such lesser amount as determined in accordance with that certain Credit Agreement (the "Credit Agreement") of even date herewith between Borrower and Lender and Lender shall have no obligation to make any advance in excess of that amount. In the event the unpaid balance of this Note ever is greater than the maximum principal advance, Borrower agrees to repay immediately the excess upon Lender's demand.

Prior to maturity, interest shall accrue on the unpaid balance of the Note at a [fluctuating] [fixed] rate of [Percentage] percent (%) per annum in excess of the Reference Rate announced by [Bank] in effect [from time to time.] [on [Date]]. [The rate at which interest accrues shall be adjusted simultaneously, at each announced change of the Reference Rate.] The interest rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days, and compounded annually. Such interest, however, shall not exceed the maximum interest rate permitted under [State] law.

After maturity, whether by acceleration, event of default, demand or otherwise, interest shall accrue on the unpaid balance of the Note at a [fluctuating] [fixed] rate of [Percentage] percent (%) per annum in excess of the Reference Rate announced by [Bank] in effect [from time to time.] [on [Date].] [The rate at which interest accrues shall be adjusted simultaneously, at each announced change of the Reference Rate.] The interest rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days, and compounded annually.

Borrower's Initials: _____

If any interest in excess of the maximum provided for by law is called for, or shall be adjudicated to be so, the provisions of this paragraph shall govern, and neither the Borrower nor any of Borrower's successors or assigns shall be obligated to pay the amount of such interest to the extent that it is in excess of the amount permitted by law, and any such amount so paid, at the option of the Lender, shall be either applied against the principal balance of the Note or rebated to Borrower within thirty (30) days after such determination.

Borrower shall make payments to Lender in immediately available United States funds at the address set forth in the Credit Agreement or such other location as Lender may specify from time to time, by making monthly payments on the [Date] day of every month, beginning [Date], of [Year]. The total outstanding principal balance and accrued and unpaid interest, together with all other amounts due thereon shall be due and payable in full on [Date]. Whenever any payment to be made hereunder shall be due on a Saturday, Sunday or public holiday under the laws of the United States or of the State of [State], such payment shall be made on the next succeeding business day.

Borrower [may] [may not] prepay the balance of the outstanding principal or interest under this Note, or any part of the Note, without penalty at any time, as provided in the Credit Agreement.

This Revolving Note is the Revolving Note referred to in, and is entitled to the benefits of, the Credit Agreement. The Credit Agreement, among other things, (i) provides for the making of Advances (the "Advances") by the Lender to the Borrower from time to time in an aggregate amount not to exceed at any time outstanding the dollar amount first above mentioned, the indebtedness of the Borrower resulting from each such Advance being evidenced by this Revolving Note, (ii) contains provisions for acceleration of the maturity hereof upon the happening of certain stated events prior to the maturity hereof upon the terms and conditions therein specified; and (iii) contains provisions for the mandatory prepayment hereof upon certain conditions.

All payments shall be applied in the following order: (i) to any collection costs Lender may have incurred in procuring Borrower's performance on this Note; (ii) to the outstanding interest which has accrued on the balance of the Note; and (iii) to the outstanding principal balance of the Note. If any payment is not accompanied with specific instructions as to application, and Borrower has any obligation to Lender other than this Note, Lender may apply the payment to such obligation as Lender may elect.

This Note is secured by the collateral in which Borrower granted a security interest through a Security Agreement of even date herewith.

A default of this Note shall consist of any of the Events of Default described in the Credit Agreement as well as the following events: (i) any payment is not made when due; (there is a default on any other obligation Borrower has with Lender; (ii) there is a failure to abide by any of the terms and conditions contained in the Security Agreement or any Deed of Trust made by Borrower for Lender's benefit; (iii) Lender has a good faith belief that the prospect of timely repayment is impaired regardless of whether such belief is caused by any act or failure to act of Borrower, guarantor, endorser or accommodation party on this Note; (iv) any warranty, representation or statement made or furnished to the holder by or on behalf of Borrower proves to have been false in any material respect when made or furnished; or (v) the death, dissolution, termination of existence, merger, consolidation, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceedings under bankruptcy or insolvency laws by or against Borrower (or any of them if more than one) or any guarantor or surety for Borrower. In the event of a default, the unpaid principal balance of this Note, plus accrued interest shall be accelerated and become immediately due and payable and Lender may exercise its rights to any collateral under any security agreement or deed of trust made by Borrower for Lender's benefit.

Borrower agrees to pay all collection costs of Lender, including but not limited to any expenses incurred by Lender in locating, storing, repairing or selling any collateral securing this Note or any other obligation Borrower has with Lender, all reasonable attorneys' fees and legal expenses (whether or not suit is commenced and whether or not incurred in connection with appeal of a lower court judgment or order and in collecting any judgment entered thereon) and any other costs or fees awarded to Lender by a court.

In addition to all liens upon, and the right of set off against, the monies, securities and other property of Borrower given to Lender by law, Lender shall have a lien upon, and a right of set off against, all monies, securities and other property of Borrower, now or hereafter in the possession of Lender, whether for safekeeping or otherwise. In the event of a default on this Note, Lender shall have the right to take amounts due from any deposit balances Borrower has with Lender, regardless of any penalty that may apply when Lender exercises such right, and apply such amounts to the outstanding balance of amounts due under this Note.

No waiver of any Lender's rights may be implied by any failure of Lender to act or any delay by Lender in taking action in connection with exercising any of Lender's rights under this Note, security agreement or any other agreement between Borrower and Lender.

This Note shall be made under, and shall be interpreted and enforced in accordance with, the laws of the State of [State].

Borrower waives presentment, demand for payment, notice of dishonor, protest and notice of protest. The addition or release of any party, surety, or guarantor of the collateral shall not affect Borrower's liability hereunder. Lender's agreement to advance funds pursuant to the terms hereof is made in reliance upon the information Borrower has given to Lender in connection with this Note, the Credit Agreement and the establishment of the Account and any other obligation Borrower has with Lender, which Borrower promises is true and correct. Any information Borrower provides to Lender in the future shall also be true and correct.

BORROWER:

_____, a _____

Corporation

By: _____

_____, President

Address: _____

STATE OF [STATE])

) ss

_____ COUNTY OF _____)

Acknowledged, subscribed and sworn to before me on this _____ day of _____, 20____, by _____, as _____ of _____, who personally appeared before me.

Witness my hand and official seal.

My Commission Expires:

Notary Public