

NOTICE TO CO-SIGNER, ENDORSER, GUARANTOR

LENDER STAR BANK, N.A., CINCINNATI

BORROWER Hit King Marketing, Inc.

AMOUNT \$125,000.00

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The bank can collect this debt from you without first trying to collect from the borrower. The bank can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of YOUR credit record.

This notice is not the contract that makes you liable for the debt.

Feb 23, 1989
DATE

Pete Rose

CO-SIGNER

ENDORSER Pete Rose ✓

GUARANTOR

born to and subscribed before me
Clearwater, State of Florida,
County of Pinellas, this 23rd day
February, 1989.

[Signature]
Notary Public, State of Florida
My Commission Expires [Date]
Bonded This [Amount]

PROMISSORY NOTE

\$ 125,000.00

Cincinnati, Ohio February 21, 1989

For value received receipt of which is hereby acknowledged the undersigned jointly and severally if more than one) promise to pay to the order of STAR BANK, N.A., CINCINNATI (hereinafter the "Bank") the sum of One Hundred Twenty Five thousand & 00/100

RATE OF INTEREST AND ITS CALCULATION

- Percent per annum
A floating rate equal to the Bank's Prime Rate currently 11.00 % per annum plus an additional 1.50 % 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.

- 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

- Principal balance matures and is due and payable on April 24, 1989
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 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 thereto 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 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 thereto 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 and fees hereinafter the "Obligations". An 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 thereto 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

Hit King Marketing Inc
BY: Michael Bertolini
Address BY: Pete Rose
Pete Rose

FORM 3786CL 07/88 NOTE # 30

STATE OF FLORIDA COUNTY OF BERNELLAS ORIGINAL

Sworn to and subscribed Before me this 23rd day of February 1989

Notary Public, State of Florida My Commission Expires May 2 1991

III. At the time of the payment, discharge, and surrender of this note, the Obligors are directly or contingently liable to the holder as maker, endorser, surety or guarantor (in any other instrument) or are directly or contingently liable to the holder for any other reason. The holder may continue to hold any of the Collateral to secure such liability and may thereafter exercise all rights granted herein with respect to such Collateral. The holder may at any time at its option demand, sue for, collect, or make any compromise or settlement it deems desirable with reference to the Collateral. The Obligors shall take all steps necessary to preserve all rights in the Collateral against prior parties, but the holder shall not be required to take any such steps.

No delay or omission of the holder in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder. A waiver on any one occasion shall not be construed as a bar to or waiver of any such right on any future occasion.

The Obligors waive presentment, demand for payment, notice of protest, notice of non-payment, protest, and all other demands and notices in connection with the delivery, acceptance, performance, default, or enforcement of this note. The Obligors consent to any extension or postponement of the time for payment or any other indulgence granted by the holder to any substitution, exchange, or release of Collateral, and to the addition or release of any person primarily or secondarily liable hereunder. Further, each of the Obligors authorizes and ratifies any payment of any of the Obligations by any other Obligors to the same extent as if made collectively or by each of them individually, and agrees, consents, and confirms that any extension of any statute of limitations resulting from such payment and affecting enforcement or collection of the Obligations shall to the same degree also extend the statute of limitations applicable to all Obligors affecting enforcement or collection of the Obligations. Each of the Obligors who is an individual agrees that his death or the death of any other Obligors shall not terminate the powers of or authority granted to the holder hereunder.

As used in this note, holder means the payee, endorsee, or assignee of this note who is in possession of it or the bearer of this note if it is payable to bearer.

At the holder's option, all Obligations shall become immediately due and payable without notice or demand upon the occurrence of any of the following events of default: (i) failure of the Obligors to deliver additional Collateral as provided above; (ii) default in the payment or performance of any of the Obligations, or as to any covenant or liability contained or referred to in this note; (iii) failure to pay when due any premium on any insurance policy held as or supporting any of the Collateral; (iv) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of assignment for the benefit of creditors by, or commencement of any proceedings under any bankruptcy, insolvency, or reorganization laws by or against any of the Obligors; (v) if, in the opinion of the holder, there has been a material adverse change in the financial affairs or operating condition of any of the Obligors or in the value of the Collateral; or (vi) levy upon attachment or seizure by legal process of any Obligors property or the institution of garnishment or attachment proceedings against any Obligors; (vii) if the holder for any good faith reason deems itself insecure. Such listing of events of defaults shall not affect the holder's right to make demand if this note is payable on demand. Upon the occurrence of any such event of default, and at any time thereafter, the holder may exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in Ohio or under the laws of any state where Collateral is located, exercise all voting rights and receive all dividends and other distributions payable to or otherwise disposed of by or all of the Collateral (with the right to bid for and buy free from any redemption right); at public or private sale or at any brokers board or exchange for cash, upon credit or for future delivery. Any requirement of reasonable notice under the Uniform Commercial Code shall be met if such notice is mailed, postage prepaid, to the person entitled to such notice at least ten (10) days prior to the sale or disposition of the Collateral. The Obligors acknowledge that a public sale would not be commercially reasonable in the event that holder, in its sole discretion, deems that a public sale would require a registration of Collateral under federal or state security law, and in such case the Obligors waive any right to require a public sale on the ground that the proceeds of a private sale may be less than the proceeds of a public sale. The Obligors shall pay on demand all costs of collection and attorneys' fees incurred or paid by the holder in enforcing this note.

All notices required to be given to the Obligors or any other person, including notices stating that the holder has exercised or will exercise any rights hereunder, shall be given to the persons entitled to such notice at their addresses given below or if no address is given, then to the last address known to the holder. The unenforceability or invalidity of any provisions of this note shall not affect the enforceability or validity of any other provision hereof. IMPOR-TANT: This loan shall be deemed made in Ohio and the Note evidencing same, and all the rights and obligations of the parties hereunder shall in all respects be governed and construed in accordance with the laws of the State of Ohio, including all matters of construction, validity and performance. Without limitation of the ability of the Bank to exercise all its rights as to the Collateral security for the loan, and as to repayment in the amounts owing under this loan, the parties agree that any action or proceeding commenced by or on behalf of the parties arising out of or relating to this loan and on the Note evidencing same shall be commenced and maintained exclusively in the court of applicable general jurisdiction located in the federal district court of applicable general jurisdiction located in the federal district where the Bank is located. The parties also agree that a summons and complaint commencing an action or proceeding in any said Ohio courts by or on behalf of such parties shall be properly served and shall confer personal jurisdiction on a party if (a) served personally or by certified mail to the other party at any of its addresses noted herein, or (b) as otherwise provided under the laws of the State of Ohio. The interest rate and other terms of this loan negotiated with you are, in part, related to the aforesaid provisions of jurisdiction which the Bank deems a vital part of this loan arrangement.

FOR VALUE RECEIVED, the undersigned endorser(s) of this note waive presentment, demand for payment, notice of protest, notice of non-payment, protest, and all other demands and notices in connection with the delivery, acceptance, performance, default, or enforcement of this note, agree and consent to all waivers, extensions and renewals in whole or in part of this note which the holder may grant, agree and consent that the Collateral for this note may be exchanged or surrendered by the holder, in whole or in part, from time to time, agree and consent that the interest rate of this note may be changed from time to time, waive notice of any such waivers, extensions, renewals, changes or surrenders, in whole or in part, and agree and consent to all the provisions of this note.

Endorser _____ 

Address _____

Endorser _____

Address _____

Endorser _____

Address _____