

REVOLVING LOAN PROMISSORY NOTE

[FULL NAME OF LENDER]
[ADDRESS OF LENDER]

Principal: US\$ _____

Date: _____

FOR VALUE RECEIVED, the undersigned, [NAME OF BORROWER(S)], (collectively, the "Borrowers"), hereby jointly and severally promise to pay to the order of [NAME OF LENDER], (the "Lender"), at its office at _____ or such other address as the Lender shall specify in writing to the Borrowers, in lawful money of the United States of America and in immediately available funds, the principal amount of [AMOUNT OF LOAN IN WORDS] [(\$###,###.##)] or the aggregate unpaid principal balance of all amounts from time to time outstanding hereunder in accordance with the provisions of [ENTER NAME OF REVOLVING LOAN AGREEMENT], dated as of [DATE OF REVOLVING LOAN AGREEMENT], among the Lender and the Borrowers (as at any time amended, supplemented or modified, the "**Revolving Loan Agreement**"), as set forth in the Schedule to Revolving Loan Promissory Note (the "**Schedule**") attached hereto as Exhibit A and by this reference incorporated herein, whichever is less, together with accrued, unpaid interest thereon, on [DATE LOAN MATURES] (the "**Maturity Date**"), or as such Maturity Date may be extended from time to time by agreement among the Lender and the Borrowers. This Revolving Loan Promissory Note is the "**Revolving Loan Promissory Note**" referred to in the Revolving Loan Agreement, the terms and conditions of which hereby are incorporated herein by reference. Capitalized terms not otherwise defined in this Revolving Loan Promissory Note shall have the meanings specified in the Revolving Loan Agreement.

Interest under this Revolving Loan Promissory Note (computed on the basis of actual days elapsed and a year of [360/365] days) shall accrue on the outstanding principal balance of this Revolving Loan Promissory Note from the date hereof until the Maturity Date, at the rate of [PERCENT IN WORDS] Percent [(##%)] per annum. The Borrowers will repay in full all principal, accrued, unpaid interest and other charges outstanding under this Revolving Loan Promissory Note no later than the Maturity Date.

This Revolving Loan Promissory Note is secured by a Security Agreement of even date herewith (the "**Security Agreement**") among the Borrowers and the Lender. Reference hereby is made to the Security Agreement for a description of the collateral pledged pursuant thereto, and any Lender of this Revolving Loan Promissory Note is entitled to the benefit of the security interest provided therein.