

PROMISSORY NOTE

Date: _____, 2005

\$1,500,000.00

Cincinnati, Ohio

FOR VALUE RECEIVED, the undersigned, LRC Love Limited Partnership at 615 Windings Lane, Cincinnati, Ohio 45220 ("Payor"), promises to pay to the order of L. Ross Love ("Payee") the sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00), with interest thereon calculated at 4.68% per annum. Payment of the amount due hereunder shall be made in nine (9) equal annual installments of interest only in the amount of _____ Dollars (\$_____.00) each, and one final payment of the entire remaining unpaid principal and interest which shall be due on _____, 2014. Interest shall accrue from the date of the note. The first installment of interest shall be due on _____, 2005.

This Promissory Note is subject to the following additional terms:

1. **Place of Payment.** All payments hereunder shall be payable at the address of Payee specified above, or at such other single location as Payee may from time to time designate pursuant to Section 2 hereof or as may be agreed upon by Payor and Payee.

2. **Notices.** Any notice required or permitted to be given pursuant to the terms of this Promissory Note shall be in writing and shall be deemed to have been received two days after being deposited in the mail by certified or registered mail, return receipt requested, postage prepaid, and addressed as specified above.

3. **Applicable Law and Jurisdiction.** This Promissory Note shall be governed by and interpreted under the laws of the State of Ohio applicable to contracts made and to be performed therein, without giving effect to the principles of conflicts of laws.

4. **Prepayments.** Any or all amounts due under this Promissory Note may be prepaid at any time, without penalty. Each payment under this Promissory Note shall be applied first to court costs (if any), next to expenses (if any) incurred in collecting any amount due on this Promissory Note and last to the then outstanding principal balance of this Promissory Note.

5. **Default.** Payor shall be in default under this Promissory Note upon the happening of any of the following events, circumstances or conditions:

a. failure in making any payment due hereunder which failure continues for 90 days after such payment is due; or

b. the insolvency, appointment of a receiver of any part of the property, assignment for the benefit of creditors, or commencement of any proceeding under the bankruptcy or insolvency laws by or against Payor.

Upon the occurrence of any of the foregoing events, circumstances or conditions of default, all of the obligations evidenced herein shall immediately be due and payable without further notice.

LRC Love Limited Partnership

By:  _____