

CANCELLED

REVOLVING CREDIT NOTE

\$50,000,000

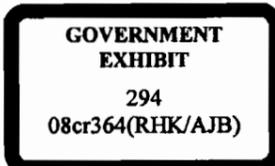
Chicago, Illinois
March 26, 1998

FOR VALUE RECEIVED, the undersigned, **PETTERS CAPITAL, INC.**, a Minnesota corporation ("Borrower"), hereby promises to pay to the order of **GENERAL ELECTRIC CAPITAL CORPORATION** ("Lender"), or its assigns, at its address at 105 West Madison Street, Suite 1600, Chicago, Illinois 60602, or at such other place as Lender may designate from time to time in writing, in lawful money of the United States of America and in immediately available funds, the principal amount of FIFTY MILLION DOLLARS (\$50,000,000), or if less, the aggregate unpaid principal amount of all Revolving Credit Advances (as defined in the Credit Agreement) made to Borrower.

All capitalized terms, unless otherwise defined herein, shall have the meanings assigned to them in the Credit Agreement of even date herewith (as the same may be subsequently amended, restated or otherwise modified, the "Credit Agreement") by and between Borrower and Lender. This Revolving Credit Note is issued pursuant to the Credit Agreement, is the Revolving Credit Note referred to therein, and is entitled to the benefit and security of the Loan Documents provided for therein, to which reference is hereby made for a statement of all of the terms and conditions under which the Revolving Loan evidenced hereby is made and is to be repaid. All of the terms, covenants and conditions of the Credit Agreement and all other instruments evidencing or securing the indebtedness hereunder, including the Loan Documents, are hereby made a part of this Revolving Credit Note and are deemed incorporated herein in full. The date and amount of each Revolving Credit Advance made by Lender to Borrower, the rates of interest applicable thereto and each payment made on account of the principal thereof, shall be recorded by Lender on its books; provided, that the failure of Lender to make any such recordation shall not affect the obligations of Borrower to make a payment when due of any amount owing under the Credit Agreement or this Revolving Credit Note with respect to the Revolving Credit Advances made by Lender to Borrower.

The principal amount of the indebtedness from time to time evidenced hereby may be repaid and reborrowed and shall be payable in the amounts and on the dates specified in the Credit Agreement and, if not sooner paid in full, on the Facility Termination Date. Interest on the outstanding principal amount of this Revolving Credit Note shall be paid until such principal amount is paid in full at such rates of interest, including the Default Rate, if applicable, and at such times as are specified in the Credit Agreement. The outstanding principal balance of

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the Revolving Loan shall be prepaid in accordance with the terms of the Credit Agreement.

If any payment or prepayment on this Revolving Credit Note becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension.

Upon the occurrence and during the continuance of any Event of Default, this Revolving Credit Note may, as provided in the Credit Agreement, without demand, notice or legal process of any kind, be declared, and upon such declaration immediately shall become, or upon certain circumstances set forth in the Credit Agreement may become without declaration, due and payable.

In no contingency or event whatsoever, whether by reason of advancement of the proceeds hereof or otherwise, shall the amount paid or agreed to be paid to Lender for the use, forbearance or detention of money advanced hereunder exceed the Maximum Lawful Rate. If a court of competent jurisdiction determines in a final order that the rate of interest payable hereunder exceeds the Maximum Lawful Rate, then so long as the Maximum Lawful Rate would be so exceeded, the rate of interest payable hereunder shall be equal to the Maximum Lawful Rate; provided, that if at any time thereafter the rate of interest payable hereunder is less than the Maximum Lawful Rate, Borrower shall continue to pay interest hereunder at the Maximum Lawful Rate until such time as the total interest received by Lender is equal to the total interest that would have been received had the interest rate payable hereunder been (but for the operation of this paragraph) the interest rate payable since the Closing Date as otherwise provided in this Agreement. Thereafter, interest hereunder shall be paid at the rate(s) of interest and in the manner provided in Section 2.4 of the Credit Agreement, unless and until the rate of interest again exceeds the Maximum Lawful Rate, and at that time this paragraph shall again apply. In no event shall the total interest received by Lender pursuant to the terms hereof exceed the amount that Lender could lawfully have received had the interest due hereunder been calculated for the full term hereof at the Maximum Lawful Rate. If the Maximum Lawful Rate is calculated pursuant to this paragraph, such interest shall be calculated at a daily rate equal to the Maximum Lawful Rate divided by the number of days in the year in which such calculation is made. If, notwithstanding the provisions of Section 2.4(e) of the Credit Agreement, a court of competent jurisdiction shall finally determine that Lender has received interest hereunder in excess of the Maximum Lawful Rate, Lender shall, to the extent permitted by applicable law, promptly apply such excess in the order specified in Section 2.8 of the Credit

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Agreement and thereafter shall refund any excess to Borrower or as a court of competent jurisdiction may otherwise order.

Wherever possible each provision of this Revolving Credit Note shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Revolving Credit Note shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or remaining provisions of this Revolving Credit Note.

Time is of the essence of this Revolving Credit Note. To the fullest extent permitted by applicable law, Borrower waives: (a) presentment, demand and protest, and notice of presentment, dishonor, intent to accelerate, acceleration, protest, default, nonpayment, maturity, release, compromise, settlement, extension or renewal of any or all Loan Documents, notes, commercial paper, accounts, contract rights, documents, instruments, chattel paper and guaranties at any time held by Lender on which Borrower may in any way be liable, and hereby ratifies and confirms whatever Lender may do in this regard; (b) all rights to notice and a hearing prior to Lender's taking possession or control of, or to Lender's replevy, attachment or levy upon, the Collateral or any bond or security that might be required by any court prior to allowing Lender to exercise any of its remedies; and (c) the benefit of all valuation, appraisal and exemption laws.

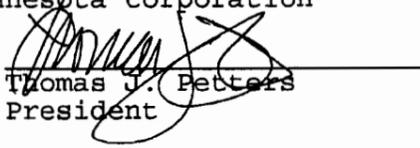
BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX FINANCIAL TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES WISH APPLICABLE STATE AND FEDERAL LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES DESIRE THAT THEIR DISPUTES BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, BORROWER WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO ENFORCE OR DEFEND ANY RIGHTS OR REMEDIES UNDER THIS REVOLVING CREDIT NOTE OR ANY OF THE OTHER LOAN DOCUMENTS, WHETHER ARISING IN CONTRACT OR TORT OR OTHERWISE.

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THIS REVOLVING CREDIT NOTE SHALL BE GOVERNED BY, AND INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICT OF LAWS, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

PETERS CAPITAL, INC.,
a Minnesota corporation

By: _____


Thomas J. Peters
President