

## PROMISSORY NOTE

**\$57,459.92**

\_\_\_\_\_, 2015

Orlando, Florida

For value received, the undersigned promises to pay the City of Orlando, a Florida municipal corporation, the principal sum of ***Fifty Seven Thousand Four Hundred Fifty Nine Dollars and Ninety Two Cents (\$57,459.92)***. Said principal shall be payable at 400 South Orange Avenue, Orlando, Florida 32802, or at such other place as the holder hereof may designate in writing, in one (1) principal installment due on July 31, 2030; provided, however, that if Borrower remains the owner of the Property and is not in default under the terms of this Note or other Loan Documents, and Borrower rents each of the six (6) SHIP-assisted units on the Property to Eligible Persons at Affordable rents for the entire Affordability Period, and is in full compliance with the terms of the SHIP Program Agreement, then the debt evidencing this Note shall be marked cancelled by the lender. During the deferment, this Note will not accrue interest.

At the option of the City, this Note shall become immediately due and payable, upon the occurrence of anyone of the following events (i) failure to comply with any SHIP regulations or with any applicable HOME Program regulations including, but not limited to, 42 U.S.C. §§12701-12839, 24 CFR Part 92; (ii) failure to comply with any of the terms contained in the SHIP Program Agreement or any other documents executed in connection with this Project or uses the funds other than as authorized by the SHIP Program Agreement; (iii) failure to timely comply with audit requirements; (iv) failure to expend SHIP funds in a timely manner or fails to meet any of the time requirements as set forth in the SHIP Program Agreement; (v) failure to construct or rehabilitate any of the Property as required by the SHIP Program Agreement; (vi) failure to rent each of the six (6) SHIP-assisted units on the Property to Eligible Persons at rents as required in the SHIP Program Agreement; (vii) if Borrower is deemed in default under any other SHIP or HOME agreements it has with the City even if unrelated to this Property or is in default under the terms of other financing or mortgages used for the Property or other projects and said default extends beyond the applicable cure period provided in said documents; (viii) if at any time any material omission or material representation made by the undersigned in any written certification or communication submitted by the undersigned to the City in an effort to induce the making of this loan or the administration thereof is determined by the City to be false, misleading, or incorrect in any material manner; (ix) failure to pay any sum when due under the SHIP Program Agreement, this Note, or other documents executed in connection with this Project and such failure continues for ten (10) days after written notice by City to the undersigned; (x) failure to disclose to the City, upon demand, the names of all persons with whom the undersigned has contracted or intends to contract with for the construction or management of any portion of the Property, including contracts for services and/or labor; (xi) if any other default or breach of any term shall occur under the Note, or any Loan Documents; or (xii) if Borrower sells or transfers, whether involuntary or otherwise, any part of the Property.

The holder hereof may exercise this option to accelerate during any default by the undersigned regardless of any prior forbearance. In the event of any default under this Note, and if the same is referred to an attorney at law for collection or any action at law or in equity is brought with respect hereto, the undersigned shall pay the holder hereof all expenses and costs, including, but not limited to, attorney's fees;

The maker of this Note hereby waives demand, presentment, notice of dishonor, and protest. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

The debt evidenced by this Note is for the property described in **Exhibit "A"** on which six (6) SHIP-assisted units are to be rehabilitated, (the "Property") as more fully described in the SHIP Program Agreement.

The term "Loan Documents" when used herein shall mean, collectively, the following documents: (i) this Note; (ii) the Mortgage; (iii) the SHIP Program Agreement between the City of Orlando and Crystal Lake Supportive Environments, Inc. ("SHIP Program Agreement"); (iv) Declaration of Covenants and Restrictions; and (v) all other documents or agreements arising under, related to, or made in connection with, the loan evidenced by this Note, as such Loan Documents may be amended. All persons to whom this Note may come are referred to the SHIP Program Agreement, and other Loan Documents for their effect on this Note. All terms not defined herein shall have the meaning ascribed to such terms in the SHIP Program Agreement.

The undersigned represents that the loan evidenced by this Note is being made solely for business, commercial or investment purposes.

The validity of this Note and the other Loan Documents, each of their terms and provisions and the rights and obligations of the undersigned under this Note, and the other Loan Documents shall be governed by, interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Florida. The undersigned agrees that any controversy arising under or in relation to this Note, SHIP Program Agreement or any other Loan Documents shall be litigated exclusively in the State of Florida. The state and federal courts and authorities with jurisdiction in the State of Florida shall have exclusive jurisdiction over all controversies which may arise under or in relation to this Note, including without limitation those controversies relating to the execution, interpretation, breach, enforcement or compliance with this Note, or any other issue arising under, related to, or in connection with any of the Loan Documents. The undersigned irrevocably consents to service, jurisdiction, and venue of such courts for any litigation arising from this Note, or any of the other Loan Documents, and waives any other venue to which it might be entitled by virtue of domicile, habitual residence, or otherwise.

The provisions of this Note, SHIP Program Agreement, and all other Loan Documents shall be binding on the successors and assigns, including, but not limited to, any receiver, trustee, representative or other person appointed under foreign or domestic bankruptcy, receivership, or similar proceedings of the undersigned and any person having an interest in the undersigned.

By signing below, the undersigned accepts and agrees to the covenants and agreements contained in this Note.

**Crystal Lake Supportive Environments, Inc.,  
d/b/a ATTAIN, Inc.**

(Corporate Seal)

By:\_\_\_\_\_

Print Name:\_\_\_\_\_

Title:\_\_\_\_\_