

ALLONGE TO MULTIFAMILY PROMISSORY NOTE

This **ALLONGE TO MULTIFAMILY PROMISSORY NOTE** (this "**Allonge**") is made and entered into as of February_____, 2022, by the undersigned ("**Borrower**") and **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY** ("**Lender**").

RECITALS:

A. Borrower executed that certain Multifamily Promissory Note in the original principal amount of \$2,700,000 dated as of July 17, 2014, in favor of Lender (the "**Note**");

B. Borrower and Lender wish to enter into this Allonge to clearly provide how to calculate the amount of cash flow from the Property to be used to repay the Note on an annual basis; and

C. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Note.

NOW, THEREFORE, in consideration of the foregoing premises and the terms and conditions hereof, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Payments.** Section 1 of the Note shall be revised as follows:

Borrower shall pay the interest and principal of this Note as follows:

The loan shall not accrue any interest during the construction period and for the first ten (10) years of the twenty (20) year term (which shall commence ninety (90) days subsequent to the date of issuance of the first certificate of occupancy by the City of Delray Beach, Florida). Payments of principal only shall commence on the first anniversary date of the commencement of the term of the loan and shall be paid on each consecutive anniversary date of the loan until the tenth (10th) anniversary date. Commencing upon the tenth (10th) anniversary date and each consecutive anniversary date thereafter until the twentieth (20th) anniversary date, payments of principal and interest shall be due on the then outstanding principal. As shown on attached Exhibit A, a payment of \$25,000 per annum shall be made commencing on the first anniversary date of the commencement of the term of the loan. Notwithstanding the total amount of payments of principal and interest paid by Borrower during the term of the Loan, upon the twentieth (20th) anniversary date ("Maturity Date") the full amount of all outstanding principal plus all accrued interest shall be due and payable and shall be paid in full unless the loan is modified by a majority vote of the CRA Board.



2. **Exhibit A.** Attached Exhibit A is hereby added to the Note as an Exhibit thereto.
3. **Affixation; Governing Law.** An executed copy of this Allonge shall be affixed to the Note. This Allonge shall be governed and interpreted in accordance with the laws of the Property Jurisdiction.
4. **Full Force and Effect; No Default.** Borrower hereby represents, warrants and agrees that (a) there are no claims, defenses or set-offs with respect to the Note or any of the other Loan Documents, including, without limitation, the Security Instrument, (b) no Event of Default (as defined in the Security Instrument) has occurred and is continuing under the Note or any of the other Loan Documents, including, without limitation, the Security Instrument, (c) no claim, set-off or defense exists for the benefit of the Borrower against Lender in connection with the Note or any of the other Loan Documents, including, without limitation, the Security Instrument (and to the extent any claim, set-off or defense exists they are each waived and relinquished in their entirety), (d) except and to the extent modified and amended hereby, each and every provision of the Note and the other Loan Documents, including, without limitation, the Security Instrument, is, and shall remain unchanged and in full force and effect, and constitute lawful and binding obligations of the Borrower, duly authorized by all necessary action, and enforceable in accordance with their respective terms.
5. **Counterparts.** This Allonge may be executed in counterparts, each of which shall be deemed an original and which, collectively, shall constitute one and the same document.



IN WITNESS WHEREOF, each of the Borrower and Lender have executed this Allonge effective as of the day and date first written above.

BORROWER:

VILLAGE SQUARE ELDERLY, LTD.,
a Florida limited partnership

By: RST Carver Estates Elderly, LLC
a Nevada limited liability company
Its: Managing General Partner

By: Roundstone Development, LLC,
a Nevada limited liability company
Its: sole member

By: 
Name: Clifton Phillips
Title: President



LENDER:

DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____

Name:

Title: Authorized Signatory

A handwritten signature in black ink, appearing to be 'Ceb' or similar, located in the bottom right corner of the page.

EXHIBIT "A"
Village Square Loan Payments to the CRA

Ced

1.31.22

Village Square Loan Payments to CRA

Exhibit A

Loan Amount:	\$2,700,000.00
Annual Interest Rate:	3.00%

Principal Payment Amount	Cumulative Principal Payments	Principal Balance	Interest	Cumulative Interest	Total Payment Amount	Payment Period
		\$2,700,000.00				
\$25,000.00	\$25,000.00	\$2,675,000.00	\$0.00	\$0.00	\$25,000.00	1
\$25,000.00	\$50,000.00	\$2,650,000.00	\$0.00	\$0.00	\$25,000.00	2
\$25,000.00	\$75,000.00	\$2,625,000.00	\$0.00	\$0.00	\$25,000.00	3
\$25,000.00	\$100,000.00	\$2,600,000.00	\$0.00	\$0.00	\$25,000.00	4
\$25,000.00	\$125,000.00	\$2,575,000.00	\$0.00	\$0.00	\$25,000.00	5
\$25,000.00	\$150,000.00	\$2,550,000.00	\$0.00	\$0.00	\$25,000.00	6
\$25,000.00	\$175,000.00	\$2,525,000.00	\$0.00	\$0.00	\$25,000.00	7
\$25,000.00	\$200,000.00	\$2,500,000.00	\$0.00	\$0.00	\$25,000.00	8
\$25,000.00	\$225,000.00	\$2,475,000.00	\$0.00	\$0.00	\$25,000.00	9
\$25,000.00	\$250,000.00	\$2,450,000.00	\$0.00	\$0.00	\$25,000.00	10
\$25,000.00	\$275,000.00	\$2,425,000.00	\$73,500.00	\$73,500.00	\$25,000.00	11
\$25,000.00	\$300,000.00	\$2,400,000.00	\$72,750.00	\$146,250.00	\$25,000.00	12
\$25,000.00	\$325,000.00	\$2,375,000.00	\$72,000.00	\$218,250.00	\$25,000.00	13
\$25,000.00	\$350,000.00	\$2,350,000.00	\$71,250.00	\$289,500.00	\$25,000.00	14
\$25,000.00	\$375,000.00	\$2,325,000.00	\$70,500.00	\$360,000.00	\$25,000.00	15
\$25,000.00	\$400,000.00	\$2,300,000.00	\$69,750.00	\$429,750.00	\$25,000.00	16
\$25,000.00	\$425,000.00	\$2,275,000.00	\$69,000.00	\$498,750.00	\$25,000.00	17
\$25,000.00	\$450,000.00	\$2,250,000.00	\$68,250.00	\$567,000.00	\$25,000.00	18
\$25,000.00	\$475,000.00	\$2,225,000.00	\$67,500.00	\$634,500.00	\$25,000.00	19
\$2,225,000.00	\$2,700,000.00	\$0.00	\$66,750.00	\$701,250.00	\$2,926,250.00	20