

PROMISSORY NOTE

Principal Amount: _____

Borrower Name: _____

Borrower Address: _____

Lender Name: _____

Lender Address: _____

1. Promise to Pay

FOR VALUE RECEIVED, the undersigned Borrower promises to pay to the order of the Lender the Principal Amount specified above, in lawful money of the United States of America, without setoff or counterclaim.

2. Payment

The entire Principal Amount, together with any accrued interest, shall be due and payable on demand of the Lender or at any time without demand. Payments shall be made at the address of the Lender stated above or at such other place as the Lender may designate in writing.

3. Interest

Interest on the unpaid Principal Amount shall accrue at the rate allowed by applicable Florida law and shall be computed on the basis of a 365-day year and actual days elapsed. Interest shall commence on the date funds are advanced to the Borrower and continue until full payment.

4. Prepayment

Borrower may prepay all or any part of the Principal Amount at any time without penalty. Any prepayment shall first be applied to accrued interest and then to principal.

5. Default

If Borrower fails to pay any amount due under this Note when due, Lender may declare the entire unpaid Principal Amount and accrued interest immediately due and payable. Borrower shall also pay all costs and expenses, including reasonable attorney's fees, incurred by Lender in enforcing this Note.

6. Governing Law

This Note shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict of laws principles.

7. Waivers

Borrower waives presentment, demand for payment, notice of dishonor, protest, and all other notices and demands in connection with the delivery, acceptance, performance, default, or enforcement of this Note.

8. Binding Effect; Assignment

This Note shall be binding upon Borrower and Borrower's successors and assigns and shall inure to the benefit of Lender and Lender's successors, assigns, and legal representatives. Lender may assign this Note without Borrower's consent.

9. Severability

If any provision of this Note is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10. Notices

All notices required or permitted hereunder shall be in writing and delivered by hand, certified mail, return receipt requested, or nationally recognized overnight courier to the addresses stated above or to such other address as either party may designate by written notice.

11. Signatures

Borrower and Lender have executed this Promissory Note as a sealed instrument under Florida law, intending to be legally bound hereby.

BORROWER SIGNATURE

LENDER SIGNATURE

Signature: _____

Signature: _____

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