

CONTINGENT PROMISSORY NOTE

For value received, the undersigned, jointly, promises pay AMERICAN RELIABLE INSURANCE COMPANY OF FLORIDA on demand the principal sum of \$ _____ Dollars at _____, if and only if the following stated contingency occurs: Upon the forfeiture or estreature of the surety bond or bonds posted on behalf of _____, defendant (hereinafter "Defendant"), in Case No. _____ in the Court of _____, _____ County, _____ (State), together with any continuations and modifications, any extensions, substitutions, increments or appeals thereof (hereinafter "Bond"), or upon payment of any expenses incurred by the payee or holder (hereinafter "Payee") to produce the Defendant before the appropriate court or courts of competent jurisdiction in the above case, with interest thereon at the rate of ____ percent, per annum, from the date of the occurrence of the above stated contingency, until fully paid. All makers or endorsers now or hereafter becoming parties hereto, jointly and severally, waive demand, notice of non-payment and protest; and in case this note becomes in default and placed in hands of an attorney for collection, the foregoing agrees to pay reasonable attorney's fees and all other costs for making such collection and further agrees that courts of original jurisdiction and appellate courts may award reasonable attorney's fees to the Payee in the event of litigation and appeals.

It is further agreed and specifically understood between the parties to this Note that there is presently no outstanding loan or debt represented by this Promissory Note, and that this Note is given to secure advances up to and including _____ Dollars and interest, if and when there is a forfeiture or estreature of the Bond.

It is further agreed and specifically understood that this Note shall become null and void at such time as all of the obligations under the Bond posted on behalf of the Defendant have been fulfilled and the Payee has been discharged of all liability and duly exonerated thereunder in writing and until such time as same occurs, the note shall remain in full force and effect.

This Note and The Mortgage of even date herewith shall serve to secure:

- (a) Any and all liability, loss, costs, damages, expenses, premiums and attorneys fees arising or incurred by Payee in connection with the above captioned Bond, or any other recognizance, undertaking or other obligation, heretofore or hereafter executed, assumed or procured by Payee at the instance or request or on behalf of either of owner of the property encumbered by the Mortgage securing the Note (hereinafter "Owner") or of the principal's name:
- (b) For the payment of all premiums on such Bonds;
- (c) For the performance of every agreement (including continuations or modifications, any extensions, substitutions, increments or appeals thereof, with or without consent of Owner) made by Owner or Defendant in connection with said Bonds;
- (d) Against any liability, loss, costs, expenses, and attorneys fees in connection with any claim to the collateral security by person claiming adversely to Owner or to Principals named in the Bonds;
- (e) Any and all future advances made with or without consent of the Owner by Payee on behalf of the Defendant including but not necessarily limited to increments, modifications, extensions or substitutions, or the creation of any future obligation by the Payee in connection with the above described matter, or any bail bonds or obligation undertaken by Payee on behalf of Defendant including, without limiting, to the posting of a new bond for and on behalf of the Defendant in the nature of an appeal bond or a substitution extension or modification of the existing Bond.

_____ (SEAL)

_____ (SEAL)