

GRANT NOTE

AMOUNT: _____ (\$_____)

PROGRAM NAME: _____

On demand after date, for value received and hereby acknowledged, _____ ("Grant Recipient"), promises to pay to the order of Tennessee Opioid Abatement Council ("OAC") the principal sum of _____dollars (\$____), in legal tender, with interest thereon from this date at zero percent (0%) per annum. Principal shall be payable at the offices of OAC or such other place as OAC may designate.

- A. So long as there is no default with respect to the conditions set forth herein, or as set forth in the Restrictive Covenant executed by _____(AGENCY NAME) related to the properties at _____(location(s)) (herein after referred to as the "Property" or "Properties"), the principal sum due and payable under this Grant Note shall be forgiven at the end of the Affordability Period (as defined herein).
- B. OAC agrees not to make demand for payment under this Grant Note so long as the following conditions are met:
 - 1. The Affordability Period for this grant is **five (5), ten (10) OR fifteen (15) (delete one)** years from the date that the state funds are disbursed to the Grant Recipient.
 - 2. All funds advanced hereunder are used for the purpose of defraying acquisition, closing, and rehabilitation costs on the Properties.
 - 3. The Property units are maintained for Tennessee adults (18 and over) who are receiving treatment or recovery services for opioid use disorder or related dependency disorders.
 - 4. Neither the Properties, nor any part thereof or interest therein, is sold, leased or otherwise transferred, conveyed or encumbered and no interest in the Grant Recipient is sold or otherwise transferred, conveyed or encumbered during the Affordability Period.
 - 5. The Grant Recipient agrees to all terms and conditions set forth in this Grant Note, the Restrictive Covenants, the Deed of Trust and any and all documents and/or contracts between the Grantee and the OAC.

In the event of default hereunder, OAC shall, at any time thereafter, be entitled, but not required, to immediately demand payment of all amounts due under this Grant Note as of the date of default. Amounts not paid upon demand shall bear interest at the maximum lawful rate from the date of demand until the date payment is received. Should efforts be made to collect this Grant Note, or any part of the indebtedness evidenced hereby, by law or through an attorney, Grant Recipient shall pay all reasonable attorneys' fees, all court costs and all costs of collection upon demand. Any failure on the part of OAC to exercise its rights hereunder shall not, in any event, be considered a waiver of any such rights nor shall such failure preclude OAC from exercising such rights at any time. Grant Recipient hereby waives all rights of protest, notice of demand, protest and demand, notice of protest, presentment, demand, dishonor and non-payment.

GRANTEE

BY: _____(signature)
_____ (printed name)

Title: _____

Date: _____

NOTARY PUBLIC

The individual appeared before me _____, a Notary
Public for _____ County, State of Tennessee, on the _____ day of
_____, 20__, and affixed his/her signature.

My commission expires on _____.