

PROMISSORY NOTE

\$2,204,106.75

Date: April 26, 2007

PROMISE TO PAY. For value received, the undersigned ("Borrower") promises to pay to the order of CHEMICAL BANK, a Michigan banking corporation ("Lender") Two Million Two Hundred Four Thousand One Hundred Six Dollars and 75/100 cents (\$2,204,106.75) or such lesser amount as may then be outstanding hereunder, plus interest as hereinafter provided on all amounts outstanding hereunder, as follows:

The principal amount outstanding under this Note shall bear interest on a basis of a year of 360 days for the actual number of days amounts are outstanding hereunder, at a rate of 5.50% per annum (the "Interest Rate"), with accrued interest due and payable on the Due Date (as hereinafter defined).

DISBURSEMENTS. This Note is given as evidence of any and all indebtedness of the Borrower to Lender arising as a result of advances which may be made under this Note from time to time. Lender shall on the date hereof advance the principal amount of \$950,647.75, and thereafter from time to time, shall make advances to Borrower hereunder upon request therefor by Borrower, provided that upon giving effect to such advance no event of default shall exist at the time the advance is to be made and that all representations and warranties of Borrower theretofore made are true and correct and that Lender shall not have previously or concurrently declared all amounts owing hereunder to be immediately due and payable and that the total amount of all advances requested shall not exceed \$2,204,106.75. The principal amount of indebtedness owing pursuant to this Note shall change from time to time, increasing by an amount equal to any and all advances made by Lender to the Borrower pursuant to the terms hereof and the Loan Documents (hereafter defined), and decreasing in an amount equal to any and all payments of principal made by the Borrower, and the books and records of Lender shall be presumptive evidence of the amount of principal and interest owing hereunder at any time; **provided, however, that any principal payments made by Borrower hereunder shall not be available for re-advance.**

PAYMENT. All payments under this Note shall be made at 100 East Main, P.O. Box 820, Owosso, Michigan 48867, or at such other address as Lender may designate in writing. Payments will be applied first to accrued interest under this Note, and then to principal. Six consecutive payments of interest only are due and payable on the first day of each month, commencing June 1, 2007 and continuing until November 1, 2007; and thereafter consecutive equal monthly installments of principal and interest, sufficient to amortize the debt over Two hundred ninety-four (294) months, are due and payable on the first day of each month, commencing December 1, 2007 until May 1, 2032 (the "Due Date") (unless the indebtedness evidenced by this Note is accelerated, in which case, the Due Date is the date of acceleration). All payments made hereunder shall be applied first against costs and expenses required to be paid hereunder, then against accrued interest to the extent thereof and the balance shall be applied against the outstanding principal amount hereof. If this Note or any installment under this Note shall become payable on a day other than a day on which Lender is open for business, this payment may be extended to the next succeeding business day and interest shall be payable at the rate specified in this Note during this extension.

LATE CHARGE. If any payment under this Note is not received by Lender within fifteen (15) days of the applicable Due Date, such outstanding amount shall accrue a late charge of five percentage points (5.0%) on the overdue amount for the purpose of defraying the expense incident to handling such delinquent payment, and such charge shall be in addition to and not in lieu of reasonable fees and charges of any agents or attorneys which the holder is entitled to employ in the event of any default hereunder (see LENDER'S RIGHTS, below).

PREPAYMENT. Subject to the EXTRAORDINARY PREPAYMENT provisions set forth below, this Note may be prepaid by the Borrower without notice, in whole or in part on any date after May 1, 2012 without prepayment premium or penalty, and on any date on or before May 1, 2012, with a prepayment premium as follows: if within three (3) years from the date of this Note, the premium shall be equal to 3.0% of the principal amount to be prepaid; if within more than three (3) years but less than four (4) years, the premium shall be equal to 2.0% of the principal amount to be prepaid; and if within more than four (4) years but less than five (5) years, the premium shall be equal to 1.0% of the principal amount to be prepaid, provided however, that no prepayment premium shall be applied for any such prepayment made on or before May 1, 2012, if the funds used for such prepayment are obtained or are to be replaced in whole or in part from the

proceeds of one or more loan obligations from the Lender. Prepayments will be applied to installments of principal in their inverse order of maturity and all interest accrued to the date of such prepayment.

EXTRAORDINARY PREPAYMENT. Notwithstanding any provisions herein to the contrary, if an Event of Taxability shall occur, as such term is defined in Section 5 of the Loan Agreement (hereafter defined), then Borrower may without notice prepay this Note, in whole or in part, at any time thereafter, without premium or penalty. No prepayment shall reduce the dollar amount of any required installment payments, until this Note is paid in full.

SECURITY. This Note is being issued concurrently with a Promissory Note, of even date herewith, in the principal amount of \$1,324,352.25 (the "Parity Note"). This Note is secured on a parity first lien basis with the Parity Note by real property in accordance with the terms of a mortgage of even date herewith between the Borrower and Lender (the "Mortgage"), by certain deposit accounts of Borrower maintained with Lender, including the investment earnings thereon, in accordance with a security agreement of even date herewith between the Borrower and Lender (the "Security Agreement"), and pursuant to a loan agreement of even date herewith between the Borrower and Lender (the "Loan Agreement," and together with the Mortgage and Security Agreement, the "Loan Documents"). Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Mortgage. All property securing the Indebtedness is referred to as, the "Collateral."

DEFAULT. Borrower will be in default if Borrower fails to make any payment when due or Borrower fails to comply with or to perform when due any other term, obligation, covenant, or condition contained in the Loan Documents related to this Note. If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if Borrower, after receiving written notice from Lender demanding cure of such default: (a) cures the default within ten (10) days, or (b) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued and unpaid interest immediately due, without notice, and Borrower shall promptly pay such amounts on demand. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower shall be liable for and shall pay upon demand all such reasonable fees and charges of any agents or attorneys which the holder is entitled to employ in the event of any default hereunder. The remedies of Lender as provided herein and in the Mortgage shall be cumulative and concurrent and may be pursued singly, successively or together, at the sole discretion of Lender, and may be exercised as often as occasion therefore shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof..

GENERAL PROVISIONS. The Borrower, and all guarantors and endorsers, and any other party who may become liable for the indebtedness evidenced by this Note: (i) severally waive presentment for payment, demand and protest, and notice of protest, demand, dishonor and non-payment, and (ii) hereby expressly consent to any extension of time for payment or other indulgence and to any substitution, exchange or release of collateral granted by the holder hereof, and to any number of renewals or extensions of the time of payment of this Note. Any such renewals, extensions, substitutions, exchanges or releases may be made without notice to any of said parties and without affecting their liability, and said parties shall not be released from liability hereon by reason of any forbearance or extension of time granted to the undersigned or any subsequent owner or owners of the property pledged or mortgaged as security for this Note, with or without notice to or the consent of any of said parties.

The terms of this Note may only be changed in writing, executed by the Borrower and Lender. This Note binds the Borrower's successors and assigns.

BORROWER HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE NOTE.

This Note has been delivered to Lender and accepted by Lender in the State of Michigan. This Note shall be governed by and construed in accordance with the laws of the State of Michigan.

Address:

1975 W. Main Street
Owosso, Michigan 48867

SHIAWASSEE COUNTY COMMUNITY MENTAL
HEALTH AUTHORITY, a community mental health
authority

By: _____
Scott Gillman
Its: Chief Executive Officer

By: _____
Jerry Walden
Its: Chairman

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