

**PROMISSORY NOTE**

**\$5,000.00**

Date: \_\_\_\_\_

\_\_\_\_\_, ("Maker"), for value received, promises and agrees to pay unto the order of **Mineral Wells Economic Development Corporation** ("Payee"), at its corporate offices located at 211 SW 1st Avenue, Mineral Wells, Texas 76067, or at such other place as the holder hereof may from time to time designate in writing, the principal sum of **Five Thousand and No/100 Dollars (\$5,000.00)**, or so much as shall be advanced, said sums to accrue no interest, unless and until past due. This note shall begin with receipts reflecting dates of service beginning **03/15/2020** up to **09/15/2020**.

TERMS OF PAYMENT: The principal of this Note plus interest is due as a balloon payment on or before the twelfth (12<sup>th</sup>) month anniversary date of this Promissory Note ("Loan Maturity Date"). Notwithstanding the foregoing, advances hereunder shall be made in accordance with the terms and provisions of the COVID-19 Stimulus Program adopted by Payee, and such advances shall be forgiven according to the terms herein after such advance if Maker is not then in default of this Promissory Note. As such, Payee shall make no demand on principal under this Note except for upon occurrence of an Event of Default as that term is defined below.

ALL PAST due principal shall bear interest until paid at a rate not to exceed the 1-Year LIBOR rate plus 5%.

ADVANCES made hereunder are also governed by the COVID-19 Stimulus Program terms and conditions, incorporated herein for all purposes. Such loan proceeds shall be used for the purpose stated within the loan application, and as approved by the Payee. Records or documents showing Maker has complied with the terms and conditions of the COVID-19 Stimulus Program must be submitted prior to the Loan Maturity Date. I.e. cleared checks, invoices showing payments credited for the loan purpose, copy of sales tax permit or other document evidencing the generation and remittance of sales tax, etc.

IF DEFAULT is made in the payment of any interest or principal hereof, as and when the same is or becomes due, or if an Event of Default occurs under any instrument securing the payment hereof or executed in connection herewith, including the COVID-19 Stimulus Program terms and conditions, the owner and holder of this Note may declare all sums owing hereon due and payable within thirty (30) days of the date of notice. If default is made in the payment of this Note at maturity (regardless of how its maturity may be brought about), and the same is placed in the hands of an attorney for collection, or suit is filed hereon, or proceedings are had in bankruptcy, probate, receivership or other judicial proceedings for the establishment or collection of any amount called for hereunder, or any amount payable or to be payable hereunder is collected through any such proceedings, Maker agrees and is also to pay to the owner and holder of this Note a reasonable amount as attorneys' or collection fees.

Except as provided herein, upon an Event of Default only, MAKER, co-makers, permitted assigns, sureties and guarantors, and each of them, expressly waive demand and presentment for payment,

notice of nonpayment, protest, notice of protest, notice of dishonor, notice of intent to accelerate the maturity hereof, notice of the acceleration of the maturity hereof, bringing of suit and diligence in taking any action to collect amounts called for hereunder and in the handling of securities at any time existing in connection herewith; and are and shall be jointly, severally, directly and primarily liable for the payment of all sums owing and to be owing hereon, regardless of and without any notice, diligence, act or omission as or with respect to the collection of any amount called for hereunder or in connection with any right, lien, interest or property at any and all times had or existing as security for any amount called for hereunder.

**LOAN FORGIVENESS:** Notwithstanding the provisions and the obligations contained hereof, if Maker is not in default of the Loan, COVID-19 Stimulus Program terms and conditions, then if Maker has maintained the three (3) full-time jobs (or full-time equivalent) up to the Maturity Loan Date, then Maker shall be released and discharged of its obligations to the Lender under or in connection with the Loan in respect of such forgiven amounts. Maker must also submit financial records or documents indicating that the funds disbursed under this loan were utilized for an eligible expense. To provide further clarity, an example would be if a Maker utilizing the loan proceeds to pay rent must then submit proof such as the following month's invoice showing the payment credited to their account or a cleared check. Such documentation must be submitted prior to the Loan Maturity Date.

IT IS the intention of Maker and Payee to conform strictly to applicable usury laws. Accordingly, if the transactions contemplated hereby would be usurious under applicable law (including the laws of the State of Texas and the laws of the United States of America), then, in that event, notwithstanding anything to the contrary herein or in any agreement entered into in connection with or as security for this Note, it is agreed as follows: (i) the aggregate of all consideration which constitutes interest under applicable law that is taken, reserved, contracted for, charged or received under this Note or under any of the other aforesaid agreements or otherwise in connection with this Note shall under no circumstances exceed the maximum amount of interest allowed by applicable law, and any excess shall be canceled automatically and, if theretofore paid, shall be credited on the Note by the holder hereof (or, to the extent that this Note shall have been or would thereby be paid in full, refunded to the Maker); and (ii) in the event that maturity of this Note is accelerated by reason of an election by the holder hereof resulting from any Event of Default, or in the event of any required or permitted prepayment, then such consideration that constitutes interest may never include more than the maximum amount allowed by applicable law, and excess interest, if any, provided for in this Note or otherwise shall be canceled automatically as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited on this Note (or, to the extent that this Note shall have been or would thereby be paid in full, refunded to the Maker).

THIS NOTE has been executed and delivered in and shall be construed in accordance with and governed by the laws of the State of Texas and of the United States of America, except that Finance Code, Chapter 346, as amended (which regulates certain revolving credit loan accounts and revolving tri-party accounts) shall not apply hereto. Maker's address for notice is 200 South Main, Mineral Wells Texas, 75424.

*Signature Page Follows*

**LENDER: Mineral Wells Economic Development Corporation**

By: \_\_\_\_\_

**STATE OF TEXAS**

**COUNTY OF PALO PINTO**

This instrument was acknowledged before me on \_\_\_\_\_, 2020 by  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

**MAKER:**

By: \_\_\_\_\_

**STATE OF TEXAS**

**COUNTY OF PALO PINTO**

This instrument was acknowledged before me on \_\_\_\_\_, 2020 by  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature