

PROMISSORY NOTE

\$80,000.00

February 27, 2024

3D EFFICIENCIES LLC, DBA FIT FOR LIFE, a Texas limited liability company, ("Maker"), for value received, promises and agrees to pay unto the order of BAY CITY COMMUNITY DEVELOPMENT CORPORATION ("Payee"), at its offices located at 1112 7th St, Bay City, Texas 77414, in lawful money of the United States of America, the principal sum of EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00), or so much as shall be advanced, said sums to accrue no interest, unless and until past due.

TERMS OF PAYMENT: The principal of this Note is due on demand, but in any event, on or before February 26, 2029. Notwithstanding the foregoing, advances hereunder shall be made in accordance with the terms and provisions of the Performance Agreement executed as of even date herewith between Maker and Payee, and such advances shall be forgiven according to said Performance Agreement after such advance if Maker is not then in default under the Performance Agreement beyond notice and cure periods. 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 in the Performance Agreement.

ALL PAST due principal shall bear interest until paid at 4.00% per annum.

ADVANCES made hereunder are also governed by the Performance Agreement of even date herewith.

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 Performance Agreement, the owner and holder of this Note may declare all sums owing hereon due and payable pursuant to the terms of the Performance Agreement 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 and in the Performance Agreement, 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.

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 the Chapter 346 of the Texas Finance Code, as amended (which regulates certain revolving credit loan accounts and revolving tri-party accounts) shall not apply hereto.

Maker's address for notice is 3D EFFICIENCIES LLC, DBA FIT FOR LIFE, c/o Dustin Clements, 2200 Avenue F, Bay City, Texas 77414.

3D EFFICIENCIES LLC, DBA FIT FOR LIFE, Maker

By: _____
DUSTIN CLEMENTS, Manager