

**THIS NOTE MAY NOT BE NEGOTIATED IN THE NAME OF BEARER  
AND IS NOT A REGISTERED OBLIGATION**

\$1,393,461.00

November 30, 2022

**JOSHUA TYPE A ECONOMIC DEVELOPMENT CORPORATION  
SERIES 2022 NOTE**

**JOSHUA TYPE A ECONOMIC DEVELOPMENT CORPORATION** (the “*Corporation*”) for value received, hereby promises to pay to the order of **PINNACLE BANK**, its successor or assigns, at its offices located at 2961 SW Wilshire Blvd., Burleson, Texas 76028 the principal sum of ONE MILLION THREE HUNDRED NINETY THREE THOUSAND FOUR HUNDRED SIXTY ONE AND 00/100 DOLLARS (\$1,393,461.00).

All capitalized terms which are used but not defined in this Series 2022 Note shall have the same meanings as in the Loan Agreement dated as of even date herewith, between the Corporation and the Lender (such Loan Agreement, together with all amendments, restatements, supplements and/or other modifications thereto, being the “*Loan Agreement*”).

Subject to Section 2.3(d) of the Loan Agreement, the Corporation agrees to pay principal and accrued interest on all amounts hereof so advanced and remaining from time to time unpaid hereon annually beginning on November 30, 2023, and continuing on each November 30<sup>th</sup> thereafter until maturity in such amounts as reflected on Schedule I attached hereto.

Interest shall accrue at a per annum rate of 4.99.

Past due principal and interest shall bear interest at a rate per annum which is fifteen percent (15.0%).

All payments of interest shall be computed annually in the manner set forth on Schedule I.

Principal of and interest on this Series 2022 Note shall be payable from and secured by a pledge of the Corporation’s Economic Development Sales and Use Tax.

This Series 2022 Note is authorized under that certain Loan Agreement and is subject to, and is executed in accordance with, all of the terms, conditions and provisions thereof. A fully executed copy of the Loan Agreement is on file in the permanent records of the Corporation and is open for inspection to any member of the general public and to any person proposing to do business with, or asserting claims against, the Corporation, at all times during regular business hours.

The principal of and interest on this Series 2022 Note are payable from the Economic Development Sales And Use Tax imposed by Chapter 504 of the Local Government Code (formerly Section 4A of the Development Corporation Act of 1979, Article 5190.6, Texas Revised

Civil Statutes Annotated, as amended), as described in and subject to the limitations contained in the Loan Agreement.

Except as otherwise provided in the Loan Agreement, the Corporation waives all demands for payment, presentations for payment, protests, notices of protests, and all other demands and notices, to the extent permitted by law.

All agreements between the Corporation and holder hereof, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand, prepayment, or otherwise, shall the interest contracted for, charged, received, paid or agreed to be paid to the holder hereof, exceed the maximum permissible by applicable law. If, from any circumstances whatsoever, interest would otherwise be payable to the holder hereof in excess of the Maximum Interest Rate, then the interest payable to the holder hereof shall be reduced to the maximum amount permitted under applicable law; and if from any circumstances the holder hereof shall ever receive anything of value deemed interest by applicable law in excess of the Maximum Interest Rate, an amount equal to any excessive interest shall be applied to the reduction of the principal hereof and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to the Corporation. All interest paid or agreed to be paid to the holder hereof shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full period of the subject loan until payment in full of the principal so that the interest hereon for such full period shall not exceed the maximum amount permitted by applicable law. This paragraph shall control all agreements between the Corporation and the holder hereof.

THIS SERIES 2022 NOTE AND THE LOAN AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

NEITHER THE STATE OF TEXAS, THE CITY OF JOSHUA, TEXAS (THE “CITY”), NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF OR INTEREST ON THIS SERIES 2022 NOTE, EXCEPT TO THE EXTENT THAT THE CORPORATION IS OBLIGATED TO MAKE THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS SERIES 2022 NOTE. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS SERIES 2022 NOTE, EXCEPT TO THE EXTENT THE CORPORATION HAS PLEDGED THE ECONOMIC DEVELOPMENT SALES AND USE TAX DESCRIBED ABOVE TO MAKE THE SERIES 2022 NOTE PAYMENTS.

The Corporation may, in its discretion, prepay all or any portion of the outstanding principal amount of this Series 2022 Note pursuant to Section 2.6 of the Loan Agreement.

If a date for the payment of the principal of or interest on the Series 2022 Note is a Saturday, Sunday, legal holiday, or a day on which the Lender is authorized by law or executive order to

close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institution is authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Series 2022 Note shall be governed in all respects by the laws of the State of Texas and of the United States of America.

**IN WITNESS WHEREOF**, this Series 2022 Note has been duly executed effective as of the date first written above.

**JOSHUA TYPE A ECONOMIC  
DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Shelly Anderson, President

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

## Schedule I

### Payment Schedule

Disbursement Date: November 30, 2022  
Interest Rate: 4.990

Repayment Schedule: Balloon  
Calculation Method: 365/360 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	11-30-2023	112,412.60	70,499.45	41,913.15	1,351,547.85
2	11-30-2024	112,412.60	68,566.27	43,846.33	1,307,701.52
3	11-30-2025	112,412.60	66,160.61	46,251.99	1,261,449.53
4	11-30-2026	112,412.60	63,820.58	48,592.02	1,212,857.51
5	11-30-2027	1,274,219.67	61,362.16	1,212,857.51	0.00
TOTALS:		1,723,870.07	330,409.07	1,393,461.00	