PROMISSORY NOTE

Austin, Texas \$25,000 December 31, 2019

FOR VALUE RECEIVED, I, the undersigned, James T. Flannigan ("Borrower" or "Maker"), with an address of __12304B Cahone Trl______, Austin, Texas __78729___ promise to pay to the order of Shane Dayton or any subsequent holder of this Note ("Holder"), or order, the sum of TWENY FIVE THOUSAND DOLLARS (\$25,000.00) payable in Forty Two (42) installments in the amount of FOUR HUNDRED SIXTEEN DOLLARS AND SIXTY SEVEN CENTS (\$595.24). The first installment of \$595.24 is due and payable no later than January 15, 2020 and the remaining installments of \$595.24 being due and payable on the first of each consecutive month thereafter until paid in full (with final payment being reduced to \$595.16). No interest shall accrue on the unpaid sums so long as they are paid on time. Holder shall notify Maker of an event of default in writing and Maker shall have 10 days thereafter to cure the default. Payments shall be made at the following address:

Shane Dayton 12506 Shasta Lane Austin, TX 78729

In the event that further advances are made hereunder, they likewise shall be governed by this note, its maturity and terms, and security agreement hereto.

The Borrower shall have the right, at any time during regular business hours, to prepay this Note in full or any one or more installments thereof. Failure to pay any installments of this Note when due or failure to carry out any of the terms herein shall authorize the Holder of this note to declare the whole of this note due and payable and to exercise any and all rights granted to the Holder.

In the event of acceleration of the maturity of this Note, all unearned interest, if any, in excess of the maximum permitted by law, shall be credited by the Holder on the unpaid principal balance, it being understood by all parties hereto that the maximum rate of interest which this Note shall bear, in any event, shall be the maximum permitted by law, and that interest on this Note in excess of that rate shall never be collected. After maturity, or in the event of default of timely payment hereunder, whether by acceleration or lapse of time, all amounts owing on this Note shall bear interest at the rate of Twelve percent (12%) per annum.

The undersigned hereby waives presentation hereof for payment, notice of nonpayment, protest and notice of protest, and diligence in collection or in bringing suit against any party hereto. If this Note is collected through judicial proceedings, each of the undersigned promises to pay the amounts actually incurred by Holder as court costs and reasonable attorney's fees assessed by a court. The Borrower shall have the right to prepay this Note in full at any time before maturity provided payments are current.

ALL MAKERS, ENDORSERS, AND GUARANTORS WAIVE ANY IMPEDIMENT TO BEING SUED IN THE STATE OF TEXAS ON THIS NOTE, IF NOT PAID WHEN DUE, BY IRREVOCABLY APPOINTING THE SECRETARY OF THE STATE OF TEXAS, LOCATED IN AUSTIN, TEXAS, AS HIS, HER, OR THEIR AGENT TO RECEIVE SERVICE OF ANY PROCESS WITHIN SAID STATE AND TRANSMIT THE SAME FORTHWITH BY CERTIFIED MAIL TO THE LAST KNOWN ADDRESS OF THE PARTY OR PARTIES SUED.

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

Sworn and subscribed this 31 day of <u>December</u> 2014.

James T. Flannigan

SUBSCRIBED AND SWORN to before me on this _____ day of ______ day of ______ 2019 by James T. Flannigan, to certify which witness my hand and official seal.



Buttney Benang Notary Public nand For the State of Texas

Name Printed: Bythey Benaviorz

My Commission Expires: 10 110 2021