

EXHIBIT C

PROMISSORY NOTE

Borrower: SIMPLYWORX LLC, of 938 Enterprise CT, STE 140, Lexington, KY 40510 (the "Borrower")
LFUCG: Lexington-Fayette Urban County Government of 200 E. Main St, Lexington, KY, 40507 (the "LFUCG")
Principal Amount: \$250,000.00 USD

1. FOR VALUE RECEIVED, the Borrower promises to repay to the LFUCG the principal advanced to Borrower pursuant to the terms of the Loan Agreement entered into by the parties on _____, 2025, (the "Loan Agreement"), up to the maximum sum of \$250,000.00 USD, plus any penalty, interest, costs, fees, charges provided for in the Loan Agreement.
2. Interest will be assessed at a rate of FOUR AND FIFTY-TWO HUNDREDTHS PERCENT (4.52%) of the outstanding principal per annum. However, should an Event of Default occur under the terms of the Loan Agreement, additional interest in an amount of twelve percentage points (12%) per annum may be assessed at the sole discretion of LFUCG.
3. Should an Event of Default occur under the terms of the Loan Agreement, the LFUCG shall have the right, in its sole discretion, to declare the entire remaining amount of the principal and interest immediately due and payable. In the case of the Borrower's default and the acceleration of the amount due by the LFUCG all amounts outstanding under this Note will bear interest of 12 percentage points (12%) per annum from the date of demand until paid.
4. At any time while not in default under this Note or the Loan Agreement, the Borrower may pay the outstanding balance then owing under this Note, together with accrued interest thereon, to the LFUCG.
5. All costs, expenses, and expenditures, including and without limitation the complete legal costs incurred by the LFUCG in enforcing this Note or the Loan Agreement as a result of any default by the Borrower, will be added to the principal then outstanding and will immediately be paid by the Borrower. In the case of the Borrower's default and the acceleration of the amount due by the LFUCG all amounts outstanding under this Note will bear additional interest of twelve percentage points (12%) per annum from the date of demand until paid.
6. If any term, covenant, condition, or provision of this Note is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to

