

EXHIBIT C

Amount: \$ _____

Dated: _____

Promissory Note (“the/this Note”)

1. **Promise to Pay.** _____ (hereinafter "Borrower") hereby promises to pay to the order of **Ellis County Development Corporation d/b/a Grow Hays** or its assigns ("Holder"), at 219 West 10th Street., Hays, Kansas, 67601, or at such address as the Holder may from time to time designate in writing, the amount of set forth above, in lawful money of the United States of America, in accordance with the provisions hereinafter specified.

2. **Payment Terms.** Borrower shall pay to Holder the amount due as follows:

(A) **Payment Due.** Borrower shall pay the full amount due no later than the _____ day of _____, 20___. (If blank, the due date is six (6) months after the date funds are first disbursed to Borrower.)

(B) **Prepayment Privilege.** Borrower may make a prepayment at any time without penalty.

(C) **Default.** This Note is made pursuant to a Developer Agreement which has been agreed to by Borrower and Holder. This Note is secured by a Mortgage, as described in the Developer Agreement and in paragraph 2(F), below. Holder shall be in default of this Note if any of the following occur:

- (i) Borrower fails to make any payment required in this Note; or
- (ii) Borrower is in default pursuant to the terms of the Developer Agreement or Mortgage; or
- (iii) Borrower fails to fulfill any other obligation of this Note.

In the event of default, Holder may accelerate the amount due from Borrower and the amount due under this Note will be immediately due and payable. In addition to accelerating the amount due, Holder may exercise any right(s) afforded Holder as in the event of default by Borrower as described in the Developer Agreement and/or Mortgage, and the terms of said documents are incorporated herein as if fully set forth. Nothing in this Note shall limit Holder's rights and remedies available in the Developer Agreement or Mortgage, or as allowed by law. Borrower agrees that all remedies provided in this Note are distinct and cumulative to any other right or remedy under this Note, or the Development Agreement or the Mortgage or those afforded by law or equity, and may be exercised concurrently, independently or successively.

(D) Opportunity to Cure. In the event of default as described in paragraph 2(C) above, Holder shall send written notice of the default to Borrower, and Borrower shall have fifteen (15) days after the notice has been issued to cure the default. If the default has not been cured within said (15) days, Holder shall have the rights and remedies described in paragraph 2(C) above.

(E) Attorney and Collection Fees. In the event Holder retains the services of an attorney or collection agent to enforce any rights hereunder or as a result of Borrower's default, then Borrower agrees to pay Holder's fees and expenses of collection and/or foreclosure, including but not limited to Holder's reasonable attorney's fees.

(F) Note Further Secured by Mortgage. Borrower and Holder acknowledge that this Note is secured by a Mortgage granted by Borrower to Holder, said Mortgage being in an amount equal to the amount of the promise to pay in this Note on the property commonly known as _____. Borrower agrees that a default under the terms of this Note shall be a default under the Mortgage, and shall afford Holder such rights and remedies as set forth in the Mortgage.

3. Modification. This Note may not be changed orally. It may be changed only by an agreement in writing, signed by the party against whom any change, modification or discharge is sought.

4. Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the following addresses:

To the Borrower: _____

To the Holder: Grow Hays
219 West 10th Street
Hays, KS 67601

Any such notices shall be either: (i) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. Mail; (ii) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered one (1) business day after deposit with such courier; or (iii) given by personal delivery. The above addresses may be changed by prior written notice to the other party/parties; provided, however, that no notice of a change of address shall be effective until receipt of such notice.

5. Assignability. Holder may assign its interest in this Note upon written notice to Borrower. Borrower shall not assign its obligations pursuant to this Note without the express, written consent and agreement of Holder.

IN WITNESS WHEREOF, Borrower has executed this Note as of the date set forth above.

Name of Company (if applicable): _____

Title (if applicable): _____

STATE OF KANSAS)
) ss.
COUNTY OF ELLIS)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____ to me personally known to be the same person who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last above written.

Notary Public

My Commission Expires: _____