

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event Reported): April 9, 2020

The Joint Corp.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction of Incorporation)

001-36724
(Commission File Number)

90-0544160
(I.R.S. Employer Identification Number)

16767 N. Perimeter Drive, Suite 110
Scottsdale, AZ 85260
(Address of Principal Executive Offices)

Registrant's telephone number, including area code:
(480) 245-5960

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2). Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.001 Par Value Per Share	JYNT	The NASDAQ Capital Market LLC

Item 1.01. Entry into a Material Definitive Agreement.

The information set forth below under Item 2.03 is hereby incorporated by reference into this Item 1.01.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

On April 10, 2020, the Company received a loan in the amount of approximately \$2.73 million from JPMorgan Chase Bank, N.A. (the "Loan"), pursuant to the Paycheck Protection Program (the "PPP") administered by the United States Small Business Administration (the "SBA"). The PPP is part of the Coronavirus Aid, Relief, and Economic Security Act (the "Cares Act"), which provides for forgiveness of up to the full principal amount and accrued interest of qualifying loans guaranteed under the PPP.

The Loan was granted pursuant to a Note dated April 9, 2020 issued by the Company. The Note matures on April 11, 2022 and bears interest at a rate of 0.98 % per annum. Principal and accrued interest are payable monthly in equal installments through the maturity date, commencing on November 9, 2020, unless forgiven as described below. The Note may be prepaid at any time prior to maturity with no prepayment penalties. Loan proceeds may only be used for the Company's eligible payroll costs (with salary capped at \$100,000 on an annualized basis for each employee), rent, and utilities, in each case paid during the eight-week period following the Loan disbursement. However, at least 75 percent of the Loan proceeds must be used for eligible payroll costs. The Loan will be fully forgiven if (1) proceeds are used to pay eligible payroll costs, rent, and utilities and (2) full-time employee headcount and salaries are either maintained during the applicable eight-week period or restored by June 30, 2020. If not so maintained or restored, forgiveness of the Loan will be reduced in accordance with the regulations issued by the SBA. The Company will carefully monitor all qualifying expenses and other requirements necessary to maximize loan forgiveness.

The foregoing description of the Note does not purport to be complete and is qualified in its entirety by reference to its full text, a copy of which is attached as Exhibit 10.1 and incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On April 15, 2020, the Company released a press release announcing the Loan and the date and time of its earnings conference call to report its first quarter 2020 financial results, which will be on Thursday, May 7, 2020 at 5:00 p.m. ET.

This press release is furnished by the Company pursuant to Item 7.01 of Form 8-K and shall not be deemed "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that section, nor shall it be incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such a filing.

Item 9.01. Financial Statements and Exhibits.**(d) Exhibits****Exhibit****Number Description**

[10.1](#) [Loan Note dated as of April 9, 2020 \(the "Note"\)](#)

[99.1](#) [Press Release dated April 15, 2020](#)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

The Joint Corp.

Date: April 15, 2020

By: /s/ Peter D. Holt
Name: Peter D. Holt
Title: President and Chief Executive Officer



NOTE

Date	4/9/2020
Note Amount	\$ 2,727,970.00
Borrower	The Joint Corporation
Lender	JPMorgan Chase Bank, N.A.

1. PROMISE TO PAY.

Borrower promises to pay to the order of Lender the Note Amount, plus interest on the unpaid principal balance at the Note Rate, and all other amounts required by this Note.

2. DEFINITIONS.

"CARES Act" means the Coronavirus Aid, Relief, and Economic Security Act.

"Deferral Period" means the six month period beginning on the date of this Note.

"Loan" means the loan evidenced by this Note.

"Maturity Date" means twenty-four (24) months from the date of this Note.

"Note Rate" means an interest rate of 0.98% Per Annum and interest shall accrue on the unpaid principal balance computed on the basis of the actual number of days elapsed in a year of 360 days.

"Per Annum" means for a year deemed to be comprised of 360 days.

"SBA" means the Small Business Administration, an Agency of the United States of America.

3. CONDITIONS PRECEDENT TO FUNDING OF LOAN.

Before the funding of the Loan, the following conditions must be satisfied:

- A. Lender has approved the request for the Loan.
- B. Lender has received approval from SBA to fund the Loan.

4. PAYMENT TERMS.

Borrower will pay this Note as follows:

- A. No Payments During Deferral Period. There shall be no payments due by Borrower during the Deferral Period.
- B. Principal and Interest Payments. Commencing one month after the expiration of the Deferral Period, and continuing on the same day of each month thereafter until the Maturity Date, Borrower shall pay to Lender monthly payments of principal and interest, each in such equal amount required to fully amortize the principal amount outstanding on the Note on the last day of the Deferral Period by the Maturity Date.
- C. Maturity Date. On the Maturity Date, Borrower shall pay to Lender any and all unpaid principal plus accrued and unpaid interest plus interest accrued during the Deferral Period. This Note will mature on the Maturity Date.
- D. If any payment is due on a date for which there is no numerical equivalent in a particular calendar month then it shall be due on the last day of such month. If any payment is due on a day that is not a Business Day, the payment will be made on the next Business Day. The term "Business Day" means a day other than a Saturday, Sunday or any other day on which national banking associations are authorized to be closed.
- E. Payments shall be allocated among principal and interest at the discretion of Lender unless otherwise agreed or required by applicable law. Notwithstanding, in the event the Loan, or any portion thereof, is forgiven pursuant to the Paycheck Protection Program under the federal CARES Act, the amount so forgiven shall be applied to principal.
- F. Borrower may prepay this Note at any time without payment of any premium.

5. CERTIFICATIONS.

Borrower certifies as follows:

- A. Current economic uncertainty makes this Loan necessary to support the ongoing operations of Borrower.
- B. Loan funds will be used to retain workers and maintain payroll or make mortgage payments, lease payments, and utility payments.
- C. During the period beginning on February 15, 2020 and ending on December 31, 2020, Borrower has not and will not receive another loan under this program.
- D. Borrower was in operation on February 15, 2020 and (i) had employees for whom it paid salaries and payroll taxes, or (ii) paid independent contractors as reported on a 1099-Misc.

6. AGREEMENTS.

Borrower understands and agrees, and waives and releases Lender, as follows:

- A. The Loan would be made under the SBA's Paycheck Protection Program. Accordingly, it must be submitted to and approved by the SBA. There is limited funding available under the Paycheck Protection Program and so all applications submitted will not be approved by the SBA.
 - B. Lender is participating in the Payroll Protection Program to help businesses impacted by the economic impact from COVID-19. However, Lender anticipates high volume and there may be processing delays and system failures along with other issues that interfere with submission of your application to SBA. Lender
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does not represent or guarantee that it will submit the application before SBA funding is no longer available or at all. You agree that Lender is not responsible or liable to you (i) if the application is not submitted to the SBA until after SBA stops approving applications, for any reason or (ii) if the application is not processed. You forever release and waive any claims against Lender concerning failure to obtain the Loan. This release and waiver applies to but is not limited to any claims concerning Lender's (i) pace, manner or systems for processing or prioritizing applications, or (ii) representations by Lender regarding the application process, the Paycheck Protection Program, or availability of funding. This agreed to release and waiver supersedes any prior communications, understandings, agreements or communications on the issues set forth herein.

- C. Forgiveness of the Loan is only available for principal that is used for the limited purposes that qualify for forgiveness under SBA requirements, and that to obtain forgiveness, Borrower must request it and must provide documentation in accordance with the SBA requirements, and certify that the amounts Borrower is requesting to be forgiven qualify under those requirements. Borrower also understand that Borrower shall remain responsible under the Loan for any amounts not forgiven, and that interest payable under the Loan will not be forgiven but that the SBA may pay the Loan interest on forgiven amounts.
- D. Forgiveness is not automatic and Borrower must request it. Borrower is not relying on Lender for its understanding of the requirements for forgiveness such as eligible expenditures, necessary records/documentation, or possible reductions due to changes in number of employees or compensation. Rather Borrower will consult the SBA's program materials.
- E. The application for this Loan is subject to review and that Borrower may not receive the Loan. The Loan also remains subject to availability of funds under the SBA's Payment Protection Program, and to the SBA issuing an SBA loan number.

7. DEFAULT.

Borrower is in default under this Note if Borrower:

- A. Fails to make a payment when due under the Note or otherwise fails to comply with any provision of this Note.
- B. Does not disclose, or anyone acting on its behalf does not disclose, any material fact to Lender or SBA.
- C. Makes, or anyone acting on its behalf makes, a materially false or misleading representation, attestation or certification to Lender or SBA in connection with Borrower's request for this Loan under the CARES Act, or makes a false certification under paragraph 5 of this Note.
- D. Fails to comply with all of the provisions of this Note.
- E. Becomes the subject of a proceeding under any bankruptcy or insolvency law, has a receiver or liquidator appointed for any part of its business or property, or makes an assignment for the benefit of creditors.
- F. Reorganizes, merges, consolidates, or otherwise changes ownership or business structure without Lender's prior written consent.
- G. Becomes the subject of a civil or criminal action that Lender believes may materially affect Borrower's ability to pay this Note.

8. LENDER'S RIGHTS IF THERE IS A DEFAULT.

Without notice or demand and without giving up any of its rights, Lender may:

- A. Require immediate payment of all amounts owing under this Note.
- B. Collect all amounts owing from Borrower.
- C. File suit and obtain judgment.

9. LENDER'S GENERAL POWERS.

Without notice or Borrower's consent, Lender may incur expenses to collect amounts due under this Note and enforce the terms of this Note. Among other things, the expenses may include reasonable attorney's fees and costs. If Lender incurs such expenses, it may demand immediate repayment from Borrower or add the expenses to the principal balance;

10. GOVERNING LAW AND VENUE; WHEN FEDERAL LAW APPLIES.

When SBA is the holder, this Note shall be interpreted and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

If the SBA is not the holder, this Note shall be governed by and construed in accordance with the laws of the State of Ohio where the main office of Lender is located. MATTERS REGARDING INTEREST TO BE CHARGED BY LENDER AND THE EXPORTATION OF INTEREST SHALL BE GOVERNED BY FEDERAL LAW (INCLUDING WITHOUT LIMITATION 12 U.S.C. SECTIONS 85 AND 1831u) AND THE LAW OF THE STATE OF OHIO. Borrower agrees that any legal action or proceeding with respect to any of its obligations under this Note may be brought by Lender in any state or federal court located in the State of Ohio, as Lender in its sole discretion may elect. Borrower submits to and accepts in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. Borrower waives any claim that the State of Ohio is not a convenient forum or the proper venue for any such suit, action or proceeding. The extension of credit that is the subject of this Note is being made by Lender in Ohio.

11. SUCCESSORS AND ASSIGNS.

Under this Note, Borrower includes its successors, and Lender includes its successors and assigns.

12. GENERAL PROVISIONS.

- A. Borrower must sign all documents necessary at any time to comply with the Loan.
 - B. Borrower's execution of this Note has been duly authorized by all necessary actions of its governing body. The person signing this Note is duly authorized to do so on behalf of Borrower.
 - C. This Note shall not be governed by any existing or future credit agreement or loan agreement with Lender. The liabilities guaranteed pursuant to any existing or future guaranty in favor of Lender shall not include this Note. The liabilities secured by any existing or future security instrument in favor Lender shall not include this Note.
 - D. Lender may exercise any of its rights separately or together, as many times and in any order it chooses. Lender may delay or forgo enforcing any of its rights without giving up any of them.
 - E. Borrower may not use an oral statement of Lender or SBA to contradict or alter the written terms of this Note.
 - F. If any part of this Note is unenforceable, all other parts remain in effect.
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- G. To the extent allowed by law, Borrower waives all demands and notices in connection with this Note, including presentment, demand, protest, and notice of dishonor.
- H. Borrower's liability under this Note will continue with respect to any amounts SBA may pay Bank based on an SBA guarantee of this Note. Any agreement with Bank under which SBA may guarantee this Note does not create any third party rights or benefits for Borrower and, if SBA pays Bank under such an agreement, SBA or Bank may then seek recovery from Borrower of amounts paid by SBA.
- I. Lender reserves the right to modify the Note Amount based on documentation received from Borrower.

13. ELECTRONIC SIGNATURES.

Borrower's electronic signature shall have the same force and effect as an original signature and shall be deemed (i) to be "written" or "in writing" or an "electronic record", (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form.

14. BORROWER'S NAME AND SIGNATURE

Borrower:

The Joint Corporation

By:  _____
Printed Name: Jake Singleton _____
Title: CFO _____
Date Signed: 4/9/2020 _____

The Joint Chiropractic Secures \$2.7 Million Loan under CARES Act Paycheck Protection Program Provision

To Host First Quarter 2020 Results Conference Call on Thursday, May 7th

SCOTTSDALE, Ariz., April 15, 2020 (GLOBE NEWSWIRE) -- The Joint Corp. (NASDAQ: JYNT), a national operator, manager and franchisor of chiropractic clinics, announced it received a \$2.7 million loan through JPMorgan Chase Bank N.A under the United States Small Business Administration's (SBA) Payroll Protection Program (PPP) contained within the new Coronavirus Aid, Relief, and Economic Security (CARES) Act.

The two-year, SBA administered PPP loan has an interest rate of 0.98% per annum, with initial principal and interest payments deferred for six months. PPP loan proceeds will primarily be used for payroll costs and to retain workers, and, if used for payroll and certain other permitted expenses, the principal and unpaid interest may be forgiven.

"The Joint and our franchisees are thankful the CARES Act is supporting small U.S. businesses and their employees during this unprecedented time," said Peter D. Holt, President and CEO The Joint Corp. "Along with \$2.0 million drawn in March from our revolving credit facility with J.P. Morgan Chase Bank, N.A., the PPP loan strengthens our balance sheet. This increased liquidity enhances our ability to maintain our payroll and weather the disruptions caused by the COVID-19 pandemic."

Including the loans, as of April 14, 2020, the company had unrestricted cash (unaudited) of \$13.6 million, compared to \$8.5 million at December 31, 2019.

"We are proactively working with our franchisees to help them access the PPP loan program and other government sponsored programs. This is a critical time for our nation and for the company. We continue to provide essential healthcare services, with approximately 90% of our chiropractic care clinics remaining open to treat our patients. While not unexpected in this environment, the overall number of patient visits has decreased. Yet our clinics continue to serve our patients with a wide array of health conditions. These government sponsored incentives go a long way in helping our franchisees continue to stay open and treat our patients," concluded Holt.

Timing of the First Quarter 2020 Financial Results Conference Call

Management plans to report its first quarter 2020 financial results on Thursday, May 7, 2020, after the market close. President and CEO Peter D. Holt and CFO Jake Singleton will hold a conference call at 5:00 p.m. ET that day to discuss the results. To participate, approximately 10 minutes prior to the start time, please dial 765-507-2604 or 844-464-3931 and reference conference ID 1889797 or join by live webcast. The webcast and accompanying slide presentation will be on the investor relations section of the company's website at ir.thejoint.com and available for approximately one year. An audio archive can be accessed for one week by dialing 404-537-3406 or 855-859-2056 and entering conference ID 1889797.

About The Joint Corp.

The Joint Corp. (NASDAQ: JYNT) revolutionized access to chiropractic care when it introduced its retail healthcare business model in 2010. Today, the company is making quality care convenient and affordable, while eliminating the need for insurance, for millions of patients seeking pain relief and ongoing wellness. With more than 500 locations nationwide and over 7 million patient visits annually, The Joint is a key leader in the chiropractic industry. Named on Franchise Times' "Top 200+ Franchises" and Entrepreneur's "Franchise 500®" lists, The Joint Chiropractic is an innovative force, where healthcare meets retail. For more information, visit www.thejoint.com. To learn about franchise opportunities, visit www.thejointfranchise.com.

Forward-Looking Statements

This press release contains statements about future events and expectations that constitute forward-looking statements. Forward-looking statements are based on our beliefs, assumptions and expectations of industry trends, our future financial and operating performance and our growth plans, taking into account the information currently available to us. These statements are not statements of historical fact. Forward-looking statements involve risks and uncertainties that may cause our actual results to differ materially from the expectations of future results we express or imply in any forward-looking statements, and you should not place undue reliance on such statements. Factors that could contribute to these differences include, but are not limited to, our failure to develop or acquire company-owned or managed clinics as rapidly as we intend, our failure to profitably operate company-owned or managed clinics, uncertainties associated with the coronavirus (including its possible effects on patient demand), and the other factors described in "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2019 as filed with the SEC on March 6, 2020, as updated for any material changes described in any subsequently-filed Quarterly Reports on Form 10-Q (including our Quarterly Report on Form 10-Q for the quarter ended on March 31, 2020, which we anticipate will be filed on or around May 8, 2020), as they may be revised or updated in our subsequent filings. Words such as, "anticipates," "believes," "continues," "estimates," "expects," "goal," "objectives," "intends," "may," "opportunity," "plans," "potential," "near-term," "long-term," "projections," "assumptions," "projects," "guidance," "forecasts," "outlook," "target," "trends," "should," "could," "would," "will," and similar expressions are intended to identify such forward-looking statements. We qualify any forward-looking statements entirely by these cautionary factors. We assume no obligation to update or revise any forward-looking statements for any reason or to update the reasons actual results could differ materially from those anticipated in these forward-looking statements, even if new information becomes available in the future. Comparisons of results for current and any prior periods are not intended to express any future trends or indications of future performance, unless expressed as such, and should only be viewed as historical data.

Business Structure

The Joint Corp. is a franchisor of clinics and an operator of clinics in certain states. In Arkansas, California, Colorado, District of Columbia, Florida, Illinois, Kansas, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, New Jersey, New York, North Carolina, Oregon,

Pennsylvania, Rhode Island, South Dakota, Tennessee, Washington, West Virginia and Wyoming, The Joint Corp. and its franchisees provide management services to affiliated professional chiropractic practices.

Contact Information

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