

## PROMISSORY NOTE

\$413,946.50  
2022

August 3,

For value received, Nora Flores, an individual and resident of the State of Texas (“Borrower”), promises to pay to the order of 24KS Holdings, LLC, a Texas limited liability company (“Lender”), by wire transfer of immediately available funds to an account specified by Lender in writing, the principal sum of Four Hundred Thirteen Thousand and 50/100 Dollars (\$413,946.50), or so much thereof as shall have been advanced and be outstanding hereunder, in legal and lawful money of the United States of America, with interest on the outstanding principal from the date advanced until paid at the rate set out below. Interest shall be computed on a per annum basis of a year of 360 days unless such calculation would result in a rate greater than the highest rate permitted under applicable law, in which case interest shall be computed on a per annum basis of a year of 365 days or 366 days in a leap year, as the case may be.

1. Payment Terms. The aggregate unpaid principal balance of this Promissory Note (this “Note”), all accrued and unpaid interest, and all other amounts payable under this Note shall be due and payable on the date that is thirty (30) days from the date on which either the Borrower or the Lender informs the other party that such party no longer wishes or intends to consummate Buyer’s purchase of a portion of Borrower’s partnership interest and membership interest in School for Allied Health Professions, Ltd., a Texas limited partnership, and SFAHP Management, LLC, a Texas limited liability company, respectively.

2. Late Charge. If a payment is made ten (10) days or more late, Borrower will be charged, in addition to interest, a delinquency charge of (a) 5% of the unpaid portion of the regularly scheduled payment, or (b) \$500.00, whichever is less. Additionally, upon maturity of this Note, if the outstanding principal balance (plus all accrued but unpaid interest) is not paid within ten (10) days of the maturity date, Borrower will be charged a delinquency charge of (y) 5% of the sum of the outstanding principal balance (plus all accrued but unpaid interest), or (z) \$500.00, whichever is less. Borrower agrees with Lender that the charges set forth herein are reasonable compensation to Lender for the handling of such late payments.

3. Interest Rate. The unpaid principal balance of this Note shall bear interest, unless matured, however such maturity is brought about, at a rate equal to the lesser of: (a) a fixed rate of interest of eight percent (8%) per annum, or (b) the highest rate permitted by applicable law, but in no event shall interest contracted for, charged or received hereunder plus any other charges in connection herewith which constitute interest exceed the maximum interest permitted by applicable law.

4. Default Rate. Matured unpaid principal and interest shall bear interest from date of maturity until paid at (a) the highest rate permitted by applicable law, or (b) if no such maximum rate is established by applicable law, at the rate of eighteen percent (18%) per annum.

5. Prepayment. Borrower may not prepay, prior to maturity, all or any part of the principal or accrued interest of this Note.

6. Default. It is expressly provided that upon default in the punctual payment of this Note or any part hereof, principal or interest, as the same shall become due and payable, the

holder of this Note may, at its option, without further notice or demand, (a) declare the outstanding principal balance of any accrued but unpaid interest on this Note at once due and payable, (b) refuse to advance any additional amounts under this Note, (c) foreclose all liens securing payment hereof, (d) pursue any and all other rights, remedies and recourses available to the holder hereof, including, but not limited to, any such rights, remedies or recourses at law or in equity, or (e) pursue any combination of the foregoing; and in the event default is made in the prompt payment of this Note when due or declared due, and the same is placed in the hands of an attorney for collection, or suit is brought on same, or the same is collected through probate, bankruptcy or other judicial proceedings, then the Borrower agrees and promises to pay all costs of collection, including reasonable attorneys' fees.

7. Joint and Several Liability; Waiver. Each maker, signer, surety and endorser hereof, as well as all heirs, successors and legal representatives of said parties, shall be directly and primarily, jointly and severally, liable for the payment of all indebtedness hereunder. Lender may release or modify the obligations of any of the foregoing persons or entities, or guarantors hereof, in connection with this loan without affecting the obligations of the others. All such persons or entities expressly waive presentment and demand for payment, notice of default, notice of intent to accelerate maturity, notice of acceleration of maturity, protest, notice of protest, notice of dishonor, and all other notices and demands for which waiver is not prohibited by law, and diligence in the collection hereof; and agree to all renewals, extensions, indulgences, partial payments, releases or exchanges of collateral, or taking of additional collateral, with or without notice, before or after maturity. No delay or omission of Lender in exercising any right hereunder shall be a waiver of such right or any other right under this Note.

8. No Usury Intended; Usury Savings Clause. In no event shall interest contracted for, charged or received hereunder, plus any other charges in connection herewith which constitute interest, exceed the highest rate permitted by applicable law. The amounts of such interest or other charges previously paid to the holder of the Note in excess of the amounts permitted by applicable law shall be applied by the holder of the Note to reduce the principal of the indebtedness evidenced by the Note, or, at the option of the holder of the Note, be refunded. To the extent permitted by applicable law, determination of the highest rate permitted by applicable law shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the period of the full stated term of the loan and indebtedness, all interest at any time contracted for, charged or received from the Borrower hereof in connection with the loan and indebtedness evidenced hereby, so that the actual rate of interest on account of such indebtedness is uniform throughout the term hereof.

9. Texas Finance Code. In no event shall Chapter 346 of the Texas Finance Code (which regulates certain revolving loan accounts and revolving tri-party accounts) apply to this Note. To the extent that Chapter 303 of the Texas Finance Code is applicable to this Note, the "weekly ceiling" specified in such chapter is the applicable ceiling; provided that, if any applicable law permits greater interest, the law permitting the greatest interest shall apply.

10. Governing Law, Venue. This Note is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement and interpretation of this Note. In the event of a dispute involving this Note or any other instruments executed in connection herewith, the undersigned

irrevocably agrees that venue for such dispute shall lie in any court of competent jurisdiction in Collin County, Texas.

11. Purpose of Loan. Borrower agrees that all advances hereunder shall be used solely for business, commercial, investment, or other similar purposes.

12. Captions. The captions in this Note are inserted for convenience only and are not to be used to limit the terms herein.

13. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing, and shall be deemed to be given or delivered when actually received by the party to whom directed, or, if earlier and regardless of whether actually received, upon deposit in a regularly maintained receptacle for the United States mail, registered or certified, postage fully prepaid, addressed to the party to whom directed at its address set forth below or at such other address as such party may have previously specified by notice actually received by the other party:

If to Borrower:

Nora Flores  
\_\_\_\_\_  
\_\_\_\_\_

If to Lender:

24KS Holdings, LLC  
\_\_\_\_\_  
\_\_\_\_\_

Attn: Iyad Sawas, Manager

14. Financial Information. Borrower agrees to promptly furnish such financial information and statements, including financial statements in a format acceptable to Lender, lists of assets and liabilities, agings of receivables and payables, inventory schedules, budgets, forecasts, tax returns, and other reports with respect to Borrower's financial condition and business operations as Lender may request from time to time. This provision shall not alter the obligation of Borrower to deliver to Lender any other financial statements or reports pursuant to the terms of any other loan documents executed in connection with this Note.

BORROWER:

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NORA FLORES