

THIS PROMISSORY NOTE HAS BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. WITHOUT SUCH REGISTRATION, SUCH PROMISSORY NOTE MAY NOT BE SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED AT ANY TIME WHATSOEVER, EXCEPT UPON DELIVERY TO THE MAKER OF AN OPINION OF COUNSEL THAT REGISTRATION IS NOT REQUIRED FOR SUCH TRANSFER OR THE SUBMISSION TO THE MAKER OF SUCH OTHER EVIDENCE AS MAY BE SATISFACTORY TO THE MAKER TO THE EFFECT THAT ANY SUCH TRANSFER SHALL NOT BE IN VIOLATION OF THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS OR ANY RULE OR REGULATION PROMULGATED THEREUNDER.

PROMISSORY NOTE
Lionheart Revolving Launch Fund

\$_____ .00

Date: _____

FOR VALUE RECEIVED, the undersigned Lionheart Children's Academy, a Texas nonprofit corporation ("**Maker**"), hereby promises to pay to _____ ("**Payee**"), at its address at _____, or such other address given to Maker by Payee, the principal sum of _____ AND NO/100 DOLLARS (\$_____ .00), or as much thereof as may be advanced and outstanding, together with simple, non-compounded interest on the unpaid principal balance outstanding from time to time at the rate equal to the lesser of (a) six percent (6%) per annum, or (b) the Maximum Rate, in accordance with the terms and provisions hereof. Terms used and not otherwise defined herein shall have the meanings set forth in Paragraph 1.

1. Definitions. When used in this Note, the following terms shall have the respective meanings specified herein or in the **Section** referred to:

"**Business Day**" means a day upon which business is transacted by national banks in Euless, Texas.

"**Default**" has the meaning ascribed to it in **Section 5** hereof.

"**Maturity Date**" means later of thirty (30) days after (a) the Original Maturity Date or (b) the date Payee delivers written notice to Maker declaring this Note to be due and payable.

"**Maximum Rate**" means, at all times, the maximum rate of interest which may be charged, contracted for, taken, received or reserved by Maker in accordance with applicable Texas law (or applicable United States federal law to the extent that such law permits Maker to charge, contract for, receive or reserve a greater amount of interest than under Texas law).

"**Note**" means this Note.

“Original Maturity Date” means the last day of the forty-eighth (48th) full calendar month following the date of this Note.

2. Payments of Principal and Interest.

- a. Principal. The unpaid principal balance as of the Maturity Date shall be due and payable in four equal quarterly installments (25% each) beginning the 15th day of the calendar month next following each of the four successive calendar quarters next following the Maturity Date.
- b. Interest. Interest accrued but unpaid during the term of this Note shall be due and payable the beginning the 15th day of the calendar month next following each successive calendar quarter next following the date of this Note.
- c. Prepayment. This Note may be prepaid at any time in any amount at the option of Maker without premium or penalty.

3. Other Payment Provisions.

- a. All payments of principal and interest of this Note shall be made by Maker to Payee at Payee's address set forth herein in federal or other immediately available funds. Payments made to Payee by Maker hereunder shall be applied first to accrued interest due and payable and then to principal.
- b. Should any installment of the principal of or interest upon, this Note become due and payable on any day other than a Business Day, the due date thereof shall be extended to the next succeeding Business Day, and no interest shall be payable with respect to such extension.
- c. All past due principal of and, to the extent permitted by applicable law, interest on this Note shall bear simple, non-compounded interest at the rate equal to the lesser of (a) six percent (6%) per annum, or (b) the Maximum Rate.
- d. Interest on this Note will be computed on the basis of a 360-day year consisting of 12 months of 30 days each. In computing the number of days during which interest accrues, the day on which funds are initially advanced shall be included regardless of the time of day such advance is made, and the day on which funds are repaid shall be included unless repayment is credited prior to the close of business on the Business Day received as provided herein.

4. Payee Acknowledgement. Payee acknowledges that this Note is recourse only to Maker and un-secured by any collateral or pledge or by any guarantee of Maker's directors or officers or otherwise. Payee agrees to risk of loss liability in whole or in part implicit therein.

5. Default and Remedies.

- a. A “**Default**” shall only exist hereunder if Maker shall fail to pay within ten (10) Business Days when due and payable any principal of, or interest upon, this Note.
- b. Upon the occurrence of any Default hereunder, then in any such event the Payee may, at Payee’s option, (a) declare the entire unpaid balance of principal of and accrued interest on this Note to be immediately due and payable, (b) reduce any claim to judgment, and/or (c) pursue and enforce any of Payee’s rights and remedies available pursuant to any applicable law or agreement.

6. Usury Laws. Regardless of any provisions contained in this Note, the Payee shall never be deemed to have contracted for or be entitled to receive, collect, or apply as interest on the Note, any amount in excess of the Maximum Rate, and, in the event Payee ever receives, collects, or applies as interest any such excess, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance of this Note, and, if the principal balance of this Note is paid in full, then any remaining excess shall forthwith be paid to the Maker. In determining whether or not the interest paid or payable under any specific contingency exceeds the highest lawful rate, Maker and Payee shall, to the maximum extent permitted under applicable law, (a) characterize any non-principal payment (other than payments which are expressly designated as interest payments hereunder) as an expense, fee, or premium, rather than as interest, (b) exclude voluntary prepayments and the effect thereof, and (c) spread the total amount of interest throughout the entire contemplated term of this Note so that the interest rate is uniform throughout such term.

7. Interpretation. The headings in this Note are for convenience of reference only and shall not affect the interpretation of any provision of this Note.

8. No partnership. Nothing contained in this Note is intended, nor shall it be construed, to create a partnership, agency or joint venture between the parties hereto or to render either of the parties hereto liable or responsible for the debts or obligations of the other.

9. Notices. All notices, requests or other communications required or permitted to be delivered hereunder shall be delivered in writing, in the case of Payee, to the address specified in opening paragraph of this Note, and in the case of Maker, to 610 S. Industrial Blvd., Suite 170, Euless, TX 76040. Maker and Payee may change their respective addresses for such purpose by notice delivered in writing to the other. All notices, requests or other communications hereunder, other than payments, shall be effective only upon actual receipt by the party to which such notice, request or other communication is given.

10. **Severability.** If any term or provision of this Note is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Note or invalidate or render unenforceable such term or provision in any other jurisdiction.
11. **Governing law.** This instrument and all issues and claims arising in connection with or relating to the indebtedness evidenced hereby shall be governed and construed in accordance with the laws of the State of Texas without regard to the conflict of law provisions, provided that Payee shall retain all rights under Federal law.
12. **Jury trial.** To the fullest extent permitted by applicable law, Maker hereby irrevocably and expressly waives all right to a trial by jury in any action, proceeding, or counterclaim (whether based upon contract, tort, or otherwise) arising out of or relating to this Note or the transactions contemplated hereby or thereby, or the actions of Payee in the negotiation, administration, or enforcement thereof. This waiver of right to trial by jury is given knowingly and voluntarily by Maker and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Payee is hereby authorized to file a copy of this paragraph in any proceeding as a conclusive evidence of this waiver by Maker.
13. **Final Agreement.** The provisions of this Note may be amended or revised only by an instrument in writing signed by both Maker and Payee. This Note embodies the final, entire agreement of Maker and Payee with respect to the subject matter hereof and supersedes any and all prior commitments, agreements, representations, and understandings, whether written or oral, relating to the subject matter hereof and thereof and may not be contradicted or varied by evidence of prior, contemporaneous, or subsequent oral agreements or discussions of Maker and Payee.
14. **Transferability.** This Note is nontransferable, and may not be transferred, assigned or hypothecated by either Maker or Payee.

[Remainder of Page Intentionally Left Blank]

[Signature Page Follows]

IN WITNESS WHEREOF, Maker, intending to be legally bound hereby, has duly executed this Note as of the day and year first written above.

BORROWER:

LIONHEART CHILDREN'S ACADEMY

By: _____

Name: _____

Title: _____