OXFORD STREET EDUCATION, LLC

PROMISSORY NOTE

$400,000.00 November 14, 2025

FOR VALUE RECEIVED, Oxford Street Education, LLC, a Delaware limited liability company (the "Company" or the "Borrower"), promises to pay to the order of **LBZS II, LLC** (the "Lender"), at such place designated at any time by the Lender, in lawful money of the United States of America and in immediately available funds, the principal sum of $400,000.00 as set forth herein (this "Note").

1. Maturity. The entire remaining principal balance hereof shall be due and payable, electronically via wire transfer, four (4) months from the date of issuance (March 14, 2026).

Interest. The outstanding principal amount of this Note shall bear interest at the rate of 12.0% per annum from the date of issue until the Note is paid in full. (For purposes of clarity, the borrower will continue to pay cash interest on the remaining principal balance at the above-noted interest rate for any period of delinquency beyond the maturity date.)

Payments of accrued interest will be paid at maturity on March 14, 2026.

2. Payment. All payments hereunder shall be in lawful money of the United States of America. All payments shall be applied first to costs of collection, if any, then to accrued interest and then to principal. The Borrower may, at its option, prepay all or any portion of the outstanding principal and accrued interest under this Note at any time with five (5) business days advance written notice, without premium or penalty. Any prepayment shall be applied first to accrued but unpaid interest, then to outstanding principal.

3. Costs, Indemnities and Expenses. Borrower agrees to pay all filing fees and similar charges and all costs incurred by Lender in collecting or securing or attempting to collect or secure the indebtedness of this Note, including reasonable attorneys' fees and expenses, whether or not involving litigation and/or appellate, administrative or bankruptcy proceedings. Borrower agrees to pay any documentary stamp taxes, intangible taxes or other taxes (except for federal or income or franchise taxes based on Lender's net income) which may now or hereafter apply to this Note or any payment made in respect of the Loan, and Borrower agrees to indemnify and hold Lender harmless from and against any liability, costs, attorneys' fees and expenses, penalties, interest or expenses relating to any such taxes, as and when the same may be incurred.

4. Attorneys' Fees. If this Note is not paid when due, whether collection is initiated by the prosecution of any suit, or by any other judicial proceeding, or this Note is placed in the hands of an attorney for collection, the Borrower shall pay, in addition to all other amounts owing hereunder, all court costs, expenses, and reasonable attorneys' fees incurred by the Lender in connection therewith.

5. Events of Default. The following events shall be considered Events of Default with respect to this Note:

The Borrower shall default in the payment of any part of the principal or unpaid accrued interest on the Note for more than thirty (30) days after the same shall become due and payable, whether at maturity or at a date fixed for prepayment or otherwise;

The Borrower shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall file a voluntary petition for bankruptcy, or shall file any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, dissolution or similar relief under any present or future statute, law or regulation, or shall file any answer admitting the material allegations of a petition filed against the Borrower in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Borrower, or of all of any substantial part of the properties of the Borrower, or the Borrower or its respective directors or majority stockholders shall take any action looking to the dissolution or liquidation of the Borrower;

Within thirty (30) days after the commencement of any proceeding against the Borrower seeking any bankruptcy reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed or, within thirty (30) days after the appointment without the consent or acquiescence of the Borrower of any trustee, receiver or liquidator of the Borrower or of all or any substantial part of the properties of the Borrower, such appointment shall not have been vacated; or

The Borrower shall fail to observe or perform any other obligation to be observed or performed by it under this Note within thirty (30) days after written notice from the Lender to perform or observe the obligation;

The Borrower shall fail to maintain its existence in good standing according to the laws of its respective state of organization;

The Borrower shall fail to maintain with financially sound and reputable insurance companies or associations, insurance of the kinds, covering the risks and in the relative proportionate amounts usually carried by companies engaged in businesses similar to that of the Company, provided however, that such insurance shall include, without limitation, business liability coverage which adequately reflects the business assets of the Company and business interruption coverage;

The Borrower shall fail to at all times promptly pay its trade debts, lease or mortgage obligations, purchase money installments, equipment lease obligations and taxes; provided, however, that the Company shall not be required to pay any obligation or tax being contested in good faith unless foreclosure or distraint proceedings have been instituted thereon;

The Borrower shall fail to continue to conduct, in the ordinary course, the business in which it is presently engaged and in the conduct of such business to comply with all applicable laws and regulations of the United States or of any state or states thereof or of any political subdivision thereof and of any governmental authority.

6. Rights and Remedies of Lender. If any one or more Events of Default shall occur, then Lender shall be entitled to pursue any and all rights and remedies provided by applicable law and/or under the terms of this Note, all of which shall be cumulative and may be exercised successively or concurrently. Lender's delay in exercising or failure to exercise any rights or remedies to which Lender may be entitled if any Event of Default occurs shall not constitute a waiver of any of Lender's rights or remedies with respect to that or any subsequent Event of Default, whether of the same or a different nature, nor shall any single or partial exercise of any right or remedy by Lender preclude any other or further exercise of that or any other right or remedy. No waiver of any right or remedy by Lender shall be effective unless made in writing and signed by Lender, nor shall any waiver on one occasion apply to any future occasion but shall be effective only with respect to the specific occasion addressed in that signed writing. Acceptance by Lender of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and Borrower's failure to pay the entire amount shall be and continue to be a default or Event of Default.

7. Waiver and Consent. The Company hereby waives presentment for payment, notice of nonpayment, protest, notice of protest and all other notices, filing of suit and diligence in collecting the amounts due under this Note and agrees that the Lender shall not be required first to initiate any suit or exhaust its remedies against any other person or parties to enforce payment of this Note.

8. Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws provisions.

9. Seniority of Debt. The indebtedness evidenced by this Note shall rank senior in right of payment to all other present indebtedness of the Borrower, whether secured or unsecured, except the Borrower's existing commercial loan with Leader Bank, N.A.

10. Delinquent Payments and Non-Payment. If any amount of Principal and/or Interest balance remains unpaid after the maturity date (March 14, 2026), up to 12 months beyond the maturity date (up to March 14, 2027), the Lender will continue to accrue cash interest at 12.0% annually – paid at semi-annual intervals – and will be granted equity in the form of Common Units of the Company. Each Common Unit granted to the Lender shall have a par value of $0.01. On March 14, 2027, the Company will issue these Common Units to the Lender based on the average (mean) outstanding Principal and Interest balance between March 14, 2026, and March 14, 2027, at the rate of 521 Common Units per $1,000.00 of outstanding Principal and Interest. Further, if any amount of Principal and/or Interest balance remains unpaid after the maturity date (March 14, 2026), then each month when there is a balance that is still unpaid Borrower shall furnish to Lender monthly financial statements inclusive of profit and loss, balance sheet, and cash flows and an estimate for when the remaining balance will be repaid.

If any amount of Principal or Interest balance remains unpaid on March 15, 2027, the Lender will, in addition to the above-noted issuance, be issued an additional 521 Common Units, each with a par value of $0.01, per $1,000 of outstanding Principal and Interest on March 15, 2027.

The above-noted Common Units shall be granted to the Lender from the existing pool of Reserved Common Incentive Units, of which there are 1,254,139 outstanding and unassigned units as of October 31, 2025. The Company shall ensure that at least 1,042,000 Reserved Common Incentive Units remain unassigned as of March 14, 2027.

If any amount of Principal and/or Interest balances remain unpaid after March 14, 2027, the Lender shall continue to accrue cash interest at 12.0% annually, paid at semi-annual intervals, on this outstanding balance until any outstanding Principal and/or Interest is paid back to the Lender.

The Company covenants and agrees that, at all times prior to the repayment in full of this Note and any other indebtedness of the Company that includes rights to equity issuance upon non- payment, it shall reserve and maintain a sufficient number of Common Incentive Units to satisfy in full the maximum number of Common Incentive Units issuable under this Note and all such other indebtedness. For the avoidance of doubt, the Company shall not issue or reserve Common Incentive Units for any other purpose if such issuance or reservation would reduce the number of Common Incentive Units available below the amount required to satisfy the full obligations to the Lender hereunder. The obligations of the Company under this Section shall be senior in priority to any allocation of Common Incentive Units to employees, management, investors, or any other third parties.

11. Miscellaneous Provisions. This Note shall be binding on the successors and assigns of the Company and inure to the benefit of the Borrower. If any terms or provisions of this Note are deemed invalid, the validity of all other terms and provisions hereof shall in no way be affected thereby. This Note may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

12. The Company and every endorser or guarantor of this Note, regardless of the time, order or place of signing, hereby waives presentment, demand, protest and notices of every kind and assents to any permitted extension of the time of payment and to the addition or release of any other party primarily or secondarily liable hereunder.

This Note is executed as an instrument under seal.

BORROWER: OXFORD STREET EDUCATION, LLC

By:________________________________
Name: Scott Given, CEO
Date: **11/17/2025**

LENDER: LBZS II, LLC

Signed by:
By: Zachary B. Silverstein
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Zachary B. Silverstein
Date: 11/17/2025