

# **EXHIBIT 14**

## PROMISSORY NOTE

\$20,000,000

March 16, 2021

FOR VALUE RECEIVED, LUMINIS HEALTH DOCTORS COMMUNITY MEDICAL CENTER, INC. a Maryland nonstock corporation (“**Maker**”), promises to pay to the order of PRINCE GEORGE’S COUNTY, MARYLAND, a body corporate and politic, on behalf of its Department of Health, or its successors or assigns (“**Holder**,” which term shall also include any subsequent holder of this Note), the principal sum of up to \$20,000,000 or so much thereof as may be advanced in accordance with Section 3 herein (each advance shall be referred to as an “**Advance**” and all such advances shall collectively be referred to as the “**Advances**”) as reduced by any amounts forgiven in accordance with Section 5 herein, without interest until paid as set forth in this Promissory Note (this “**Note**”). Terms not otherwise defined in this Note shall have the meaning set forth in the Grant Agreement dated as of March 16, 2021 between Holder and Maker (the “**Grant Agreement**”).

This Note is made to evidence a forgivable loan of funds by Holder to Maker, for the design, development, construction and equipping of the Project. These funds are provided in grant form and their expenditure is subject to the conditions as set forth in the Grant Agreement. Where applicable, terms and conditions set forth in this Note are subject to the Grant Agreement. In the event of any conflict, the terms and conditions set forth in the Grant Agreement shall govern the terms and conditions of this Note.

1. **Interest.** Interest shall begin to accrue upon the occurrence of an Event of Default under the Grant Agreement and be payable on the unpaid principal balance of this Note advanced at the rate of 5% per annum (the “**Interest Rate**”). Interest shall be calculated daily on the basis of the actual number of days elapsed over a 365 day year. Such interest, however, shall not exceed the maximum interest rate permitted under Maryland law.

2. **Maturity Date.** The total outstanding principal balance and accrued and unpaid interest, together with all other amounts due thereon, shall be due and payable in full within 15 days of demand by Holder for payment (the “**Maturity Date**”).

**MAKER ACKNOWLEDGES THAT THIS NOTE IS A DEMAND NOTE AND THE RIGHT OF HOLDER TO DEMAND PAYMENT OF THIS NOTE IN WHOLE OR IN PART UPON AN EVENT OF DEFAULT UNDER THIS NOTE SHALL BE ABSOLUTE, UNCONDITIONAL AND IN THE SOLE DISCRETION OF HOLDER.**

3. **Advances.**

(a) **Amount.** This Note provides for the making of Advances by the Holder to the Maker from time to time, pursuant to the terms of the Grant Agreement, the indebtedness of Maker resulting from each such Advance being evidenced by this Note.

(b) **Recording of Advances.** Each Advance made by the Holder shall be recorded by the Holder in its records, and the principal balance as shown on such books and records, or any copy thereof certified by an officer of the Holder, shall be deemed to be presumptive evidence of the principal amount owing hereunder.

4. **Terms of Payment.** In the event Maker ceases to offer the Program before a Permitted Termination, Maker shall be responsible for refunding to Holder the pro-rata amount of the Note eligible

### IMPORTANT NOTICE

[THIS INSTRUMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR AND ALLOWS THE HOLDER TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT ANY FURTHER NOTICE.]

for repayment following a reduction of 1/20<sup>th</sup> for each Grant Year the Program was operated pursuant to the terms of the Grant Agreement within 30 days following such termination.

5. **Late Charges.** If any payment due under this Note is not paid within 30 days after the date that the payment is due, Maker promises to pay Holder a "late charge" equal to 5.00% of the aggregate monthly payment required by this Note. Maker promises to pay cost of collection, including a reasonable attorney's fee, if this Note is referred to an attorney for collection after default.

6. **Place and Time of Payments.** All payments due under this Note shall be to Holder at the address listed for Notice in Section 17 or at any other place that Holder may designate in writing.

7. **Events of Default.** The failure of Maker to comply with the terms and conditions of the Grant Agreement or this Note shall constitute an "Event of Default" hereunder.

8. **Remedies.**

(a) If any Event of Default shall have occurred and be continuing, then, at any time thereafter during the continuance of such event, the Holder may by notice to Maker declare the principal amount then outstanding under this Note to be forthwith due and payable in whole or in part, whereupon the principal amount so declared to be due and payable, all accrued interest thereon, shall become forthwith due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by Maker, anything contained herein to the contrary notwithstanding.

(b) In the event of any Event of Default under this Note, Maker shall pay all costs of collection incurred by the Holder (including reasonable attorney's fees and expenses).

(c) The Holder may, by notice to Maker, rescind and annul any declaration of default or acceleration of maturity under this Section 8 prior to the indefeasible payment in full of this Note.

9. **CONFESSION OF JUDGMENT. MAKER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS HOLDER, BY ITS ATTORNEY OR BY THE CLERK OF ANY COURT OF RECORD IN ANY JURISDICTION WHERE PERMITTED BY LAW, UPON THE OCCURRENCE OF AN EVENT OF DEFAULT, TO APPEAR FOR MAKER AND CONFESS AND ENTER JUDGMENT AGAINST MAKER IN FAVOR OF HOLDER IN ANY JURISDICTION WHERE MAKER OR ANY OF ITS PROPERTY IS LOCATED FOR THE AMOUNT OF ALL OBLIGATIONS AND OTHER SUMS DUE OR TO BECOME DUE BY MAKER TO HOLDER UNDER THIS AGREEMENT, TOGETHER WITH COSTS OF SUIT AND WITH ACTUAL COLLECTION COSTS (INCLUDING ATTORNEYS' FEES), AND/OR IN AN ACTION OR ACTIONS FOR REPLEVIN OR OTHER APPROPRIATE ACTION TO CONFESS AND ENTER JUDGMENT AGAINST MAKER, FOR RECOVERY OF POSSESSION OF ANY PROPERTY OF MAKER AND/OR THE PROCEEDS THEREOF, TOGETHER WITH COSTS OF SUIT AND WITH ACTUAL COLLECTION COSTS (INCLUDING ATTORNEYS' FEES), WITHOUT THE NECESSITY OF FILING ANY BOND AND WITHOUT STAY OF EXECUTION OR APPEAL, WITH OR WITHOUT DECLARATION, WITHOUT STAY OF EXECUTION AND WITH RELEASE OF ALL ERRORS AND THE RIGHT TO ISSUE EXECUTION FORTHWITH, AND FOR DOING SO THIS AGREEMENT OR A COPY HEREOF VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. MAKER HEREBY WAIVES ALL RELIEF FROM ANY APPRAISEMENT, STAY OR EXEMPTION LAWS OF ANY STATE NOW IN FORCE OR HEREAFTER ENACTED. THIS AUTHORITY AND POWER SHALL NOT BE EXHAUSTED BY**

**ANY EXERCISE THEREOF, AND JUDGMENT MAY BE CONFESSED AS AFORESAID FROM TIME TO TIME AS OFTEN AS THERE IS OCCASION THEREFOR UNTIL ALL SUMS DUE AND OWING HEREUNDER ARE FULLY PAID, PERFORMED, DISCHARGED AND SATISFIED.**

10. **Payment of Costs.** In the event this Note is turned over to an attorney at law for collection after default, in addition to the principal, interest, late charges, and/or premiums due hereunder, Holder shall be entitled to collect, all costs of collection including but not limited to reasonable attorneys' fees, incurred in connection with protection of or realization of collateral or in connection with any of Holder's collection efforts, whether or not suit on this Note or any foreclosure proceeding is filed, and all such costs and expenses shall be payable on demand.

11. **Waiver.** As to this Note and any other documents or instruments evidencing or securing the indebtedness, Maker and all guarantors, if any, severally waive all applicable exemption rights, whether under any state constitution, homestead laws or otherwise, and also severally waive valuation and appraisal presentment, protest and demand, notice of protest, demand and dishonor and nonpayment of this Note, and expressly agree that the maturity of this Note, or any payment under this Note, may be extended from time to time without in any way affecting the liability of Maker and all guarantors.

12. **WAIVER OF JURY TRIAL. MAKER AND, BY ACCEPTANCE OF THIS NOTE, HOLDER EACH WAIVES ALL RIGHTS TO TRIAL BY JURY OF ANY SUITS, CLAIMS, COUNTERCLAIMS, AND ACTIONS OF ANY KIND ARISING UNDER OR RELATING TO THIS NOTE. MAKER AND HOLDER EACH ACKNOWLEDGES THAT THIS IS A WAIVER OF A LEGAL RIGHT AND REPRESENTS TO THE OTHER THAT THIS WAIVER IS MADE KNOWINGLY AND VOLUNTARILY. MAKER AND HOLDER EACH AGREES THAT ALL SUCH SUITS, CLAIMS, COUNTERCLAIMS, AND ACTIONS SHALL BE TRIED BEFORE A JUDGE OF A COURT OF COMPETENT JURISDICTION, WITHOUT A JURY.**

13. **Severability.** In case any provision (or any part of any provision) contained in this Note shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Note, but this Note shall be construed as if such invalid, illegal, or unenforceable provision (or part thereof) had never been contained herein but only to the extent it is invalid, illegal, or unenforceable.

14. **Governing Law.** Maker hereby acknowledges, consents and agrees that the provisions of this Note and the rights of all parties mentioned herein shall be governed by the laws of the State of Maryland and interpreted and construed in accordance with such laws (excluding Maryland conflict of laws).

15. **Consent to Jurisdiction.** Maker hereby irrevocably (a) consents to the jurisdiction of any county or federal judicial district in the State of Maryland with respect to any litigation under this Note; (b) waives any objection to the jurisdiction and venue of any litigation in any such court; (c) agrees not to commence any litigation except in either of such courts or to contest the removal of any litigation commenced in any other court to either of such courts; (d) agrees not to seek to remove, by consolidation or otherwise, any litigation commenced in either of such courts to any other court; and (e) waives personal service of process in connection with any litigation and consents to service of process by registered or certified mail, postage prepaid, addressed as set forth herein or in any other manner permitted by law. Unless the parties otherwise agree, all discovery shall be conducted in Maryland and each party shall bear its own expenses in connection therewith.

16. **No Waiver by Holder.** No failure on the part of Holder to exercise any right or remedy hereunder, whether before or after the happening of a default shall constitute a waiver thereof, and no waiver of any past default shall constitute waiver of any future default or of any other default.

17. **Notices.** Any notice required or permitted under this Note shall be in writing and shall be deemed to have been given on the date of delivery, if personally delivered to the party to whom notice is to be given or if delivered by a reputable courier service or overnight delivery service, or on the fifth business day after mailing, if mailed to the party to whom notice is to be given, by certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to the Maker, to:

Deneen Richmond  
President  
Luminis Health Doctors  
Community Medical Center  
8118 Good Luck Road  
Lanham, Maryland 20706

If to the Holder, to:

Ernest L. Carter, MD, PhD  
Health Officer  
1701 McCormick Drive  
Suite 200  
Largo, MD 20774

or, in each case, at the most recent address specified in writing by the party to receive such notice.


18. **Assignment.** This Note and the obligations hereunder may not be assigned by the Maker without the prior written consent of the Holder. The Holder may assign any portion of its right, title, and interest in and to this Note and agrees, upon any such assignment to deliver a notice of such assignment to the Maker, including a notice address for any assignee.

19. **Successors and Assigns.** Any reference to the Holder hereof shall be deemed to include the permitted successors and assigns of such Holder, and all covenants, promises and agreements by or on behalf of the Maker that are contained in this Note shall bind and inure to the benefit of the successors and assigns of such Holder and to any future holders of this Note, whether or not such Persons expressly become parties hereto or thereto.

20. **Amendments.** This Note may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of the Holder and the Maker.

IN WITNESS WHEREOF, Maker has caused this Note to be executed and delivered on its behalf on the date first written above.

MAKER:  
LUMINIS HEALTH DOCTORS COMMUNITY  
MEDICAL CENTER, INC.

By:   
Name: Deneen Richmond  
President, LHDCMC