



This Statement of Policy is Posted
In Accordance with Regulations of the

Small Business Administration

This Organization Practices

Equal Employment Opportunity

We do not discriminate on the ground of race, color, religion, sex, age, disability or national origin in the hiring, retention, or promotion of employees; nor in determining their rank, or the compensation or fringe benefits paid them.

This Organization Practices

Equal Treatment of Clients

We do not discriminate on the basis of race, color, religion, sex, marital status, disability, age or national origin in services or accommodations offered or provided to our employees, clients or guests.

**These policies and this notice comply with regulations
of the United States Government.**

Please report violations of this policy to :

**Administrator
Small Business Administration
Washington, D.C. 20416**

In order for the public and your employees to know their rights under 13 C.F.R Parts 112, 113, and 117, Small Business Administration Regulations, and to conform with the directions of the Administrator of SBA, this poster must be displayed where it is clearly visible to employees, applicants for employment, and the public.

Failure to display the poster as required in accordance with SBA Regulations may be considered evidence of noncompliance and subject you to the penalties contained in those Regulations.

X Kelly
Acknowledged

Date: May 5, 2020



**Esta Declaración De Principios Se Publica
De Acuerdo Con Los Reglamentos De La
Agencia Federal Para el Desarrollo de la Pequeña Empresa**

Esta Organización Practica

Igual Oportunidad De Empleo

No discriminamos por razón de raza, color, religión, sexo, edad, discapacidad o nacionalidad en el empleo, retención o ascenso de personal ni en la determinación de sus posiciones, salarios o beneficios marginales.

Esta Organización Practica

Igualdad En El Trato A Su Clientela

No discriminamos por razón de raza, color, religión, sexo, estado civil, edad, discapacidad o nacionalidad en los servicios o facilidades provistos para nuestros empleados, clientes o visitantes.

Estos principios y este aviso cumplen con los reglamentos del Gobierno de los Estados Unidos de América.

Favor de informar violaciones a lo aquí indicado a:

**Administrador
Agencia Federal Para el Desarrollo de la
Pequeña Empresa
Washington, D.C. 20416**

A fin de que el público y sus empleados conozcan sus derechos según lo expresado en las Secciones 112, 113 y 117 del Código de Regulaciones Federales No. 13, de los Reglamentos de la Agencia Federal Para el Desarrollo de la Pequeña Empresa y de acuerdo con las instrucciones del Administrador de dicha agencia, esta notificación debe fijarse en un lugar claramente visible para los empleados, solicitantes de empleo y público en general. No fijar esta notificación según lo requerido por los reglamentos de la Agencia Federal Para el Desarrollo de la Pequeña Empresa, puede ser interpretado como evidencia de falta de cumplimiento de los mismos y conllevará la ejecución de los castigos impuestos en estos reglamentos.

X

Admitido / Admitida

La Fecha: May 5, 2020

U.S. Small Business Settlement Sheet

OMB APPROVAL NO.: 3245-0200

EXPIRATION DATE: 04/30/2022

SBA Loan Number 42032772-10	Lender Name First Federal Bank	Lender FIRS Number A100087
SBA Loan Name MASON CLASSICAL ACADEMY INC		Note Amount \$830,500.00
Loan Type: <input checked="" type="checkbox"/> Term Loan <input type="checkbox"/> Line of Credit	Disbursement Type: <input type="checkbox"/> First Disbursement <input type="checkbox"/> Subsequent Disbursement	<input checked="" type="checkbox"/> Full Disbursement

Authorized Use of Proceeds:	Name of Payee:	Amount Disbursed:	Authorized Amount Remaining:
Land Acquisition: <input type="checkbox"/> Raw <input type="checkbox"/> Improved		\$ -	\$ -
Construction: <input type="checkbox"/> New <input type="checkbox"/> Expansion/Renovation		\$ -	\$ -
Leasehold Improvements to property owned by others		\$ -	\$ -
Machinery & Equipment		\$ -	\$ -
Furniture & Fixtures		\$ -	\$ -
Inventory Purchase		\$ -	\$ -
Working Capital		\$ -	\$ -
Acquire Business (Change of Ownership)		\$ -	\$ -
SBA Guarantee Fee		\$ -	\$ -
Settlement Charges/Out of Pocket Costs		\$ -	\$ -
Other (Explain):	MASON CLASSICAL ACADEMY INC	\$ \$830,500.00	\$ -
Allowable Proceeds under the PPP		Total: \$ \$830,500.00	\$ 0

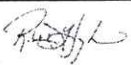

Borrower's Injection (including any deposit or earnest money):		
Cash	Source:	\$ -
Assets	Source:	\$ -
Seller contribution toward required equity (on full standby for life of loan)		\$ -
Other (Explain):		\$ -
Total Borrower Injection:		\$ 0

At the time of completion of this form, the Lender and the Borrower certify that:

- The loan proceeds were disbursed and received and will be used in accordance with the Use of Proceeds section of the Authorization, including any and all SBA/Lender approved modifications, and that all required equity or Borrower injections have been made in accordance with the Authorization and any approved modifications; and
- There has been no unremedied adverse change in the Borrower's or Operating Company's financial condition, organization, management, operations or assets since the date of application that would warrant withholding or not making this disbursement or any further disbursement.

At the time of each subsequent disbursement on this loan, the Lender, by disbursing the loan proceeds, and the Borrower by receiving them, are deemed to certify that the above certifications are true with respect to each and every disbursement made.

WARNING: By signing below you are certifying that the above statements are accurate to the best of your knowledge. Submitting false information to the Government may result in criminal prosecution and fines up to \$250,000 and/or imprisonment for up to 5 years under 18 USC § 1001. Submitting false statements to a Federally insured institution may result in fines up to \$1,000,000 and/or imprisonment for up to 30 years under 18 USC § 1014, penalties under 15 USC § 645, and/or civil fraud liability.

Authorized Lender Official	Borrower
Signature: 	Signature: 
Print Name: Robert D. Hughes	Print Name: Kelly Lichter
Title: Senior Vice President	Title: President
Date: May 5, 2020	Date: May 5, 2020

NOTE: According to the Paperwork Reduction Act, you are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. The estimated burden for completing this form, including time for reviewing instructions, and gathering data needed, is 30 minutes. Comments or questions on the burden estimates or other aspects of this information collection should be sent to U.S. Small Business Administration, Director, RMD, 409 3rd St., SW, Washington DC 20416 and/or SBA Desk Officer, Office of Management and Budget, New Executive Office Building, Rm. 10202, Washington DC 20503. **PLEASE DO NOT SEND THE COMPLETED FORMS TO THESE ADDRESSES.**



U.S. Small Business Administration

NOTE

SBA Loan #	42032772-10
SBA Loan Name	MASON CLASSICAL ACADEMY INC
Date	May 5, 2020
Loan Amount	\$830,500.00
Interest Rate	1.00%
Borrower	MASON CLASSICAL ACADEMY INC
Operating Company	MASON CLASSICAL ACADEMY INC
Lender	First Federal Bank, a Federal savings association

1. PROMISE TO PAY:

In return for the Loan, Borrower promises to pay to the order of Lender the amount of

EIGHT HUNDRED THIRTY THOUSAND FIVE HUNDRED AND XX/100 Dollars
(\$830,500.00), interest on the unpaid principal balance, and all other amounts required by this Note.

2. DEFINITIONS:

“Collateral” means any property taken as security for payment of this Note or any guarantee of this Note.

“Guarantor” means each person or entity that signs a guarantee of payment of this Note.

“Loan” means the loan evidenced by this Note.

“Loan Documents” means the documents related to this loan signed by Borrower, any Guarantor, or anyone who pledges collateral.

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

3. PAYMENT TERMS:

Borrower must make all payments at the place Lender designates. The payment terms for this Note are:

The interest rate is 1.00% per year. The interest rate may only be changed in accordance with SOP 50 10.

Borrower must pay principal and interest payments of \$ 46,505.02 every month, beginning on December 5, 2020; payments must then be made on the same calendar day thereafter in the months they are due until the Maturity Date at which time the entire unpaid principal balance, together with any and all accrued interest shall be due and payable in full.

Lender will apply each installment payment first to pay interest accrued to the day Lender receives the payment, then to bring principal current, then to pay any late fees, and will apply any remaining balance to reduce principal.

Loan Prepayment:

Notwithstanding any provision in this Note to the contrary:

Borrower may prepay this Note. Borrower may prepay 20 percent or less of the unpaid principal balance at any time without notice. If Borrower prepays more than 20 percent and the Loan has been sold on the secondary market,

~~Borrower must:~~
Give Lender written notice;

Pay all accrued interest; and

If the prepayment is received less than 21 days from the date Lender receives the notice, pay an amount equal to 21 days' interest from the date lender receives the notice, less any interest accrued during the 21 days and paid under subparagraph b., above.

If Borrower does not prepay within 30 days from the date Lender receives the notice, Borrower must give Lender a new notice.

All remaining principal and accrued interest is due and payable 2 years from date of initial disbursement ("Maturity Date").

Late Charge: If a payment on this Note is more than 10 days late, Lender may charge Borrower a late fee of up to 5.00% of the unpaid portion of the regularly scheduled payment.

4. DEFAULT:

Borrower is in default under this Note if Borrower does not make a payment when due under this Note, or if Borrower or Operating Company:

- A. Fails to do anything required by this Note and other Loan Documents;
- B. Defaults on any other loan with Lender;
- C. Does not preserve, or account to Lender's satisfaction for, any of the Collateral or its proceeds;
- D. Does not disclose, or anyone acting on their behalf does not disclose, any material fact to Lender or SBA;
- E. Makes, or anyone acting on their behalf makes, a materially false or misleading representation to Lender or SBA;
- F. Defaults on any loan or agreement with another creditor, if Lender believes the default may materially affect Borrower's ability to pay this Note;
- G. Fails to pay any taxes when due;
- H. Becomes the subject of a proceeding under any bankruptcy or insolvency law;
- I. Has a receiver or liquidator appointed for any part of their business or property;
- J. Makes an assignment for the benefit of creditors;
- K. Has any adverse change in financial condition or business operation that Lender believes may materially affect

Borrower's ability to pay this Note;

- L. Reorganizes, merges, consolidates, or otherwise changes ownership or business structure without Lender's prior written consent; or
- M. Becomes the subject of a civil or criminal action that Lender believes may materially affect Borrower's ability to pay this Note.

5. 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 any Borrower or Guarantor;
- C. File suit and obtain judgment;
- D. Take possession of any Collateral; or
- E. Sell, lease, or otherwise dispose of, any Collateral at public or private sale, with or without advertisement.

6. LENDER'S GENERAL POWERS:

Without notice and without Borrower's consent, Lender may:

- A. Bid on or buy the Collateral at its sale or the sale of another lienholder, at any price it chooses;
- B. Incur expenses to collect amounts due under this Note, enforce the terms of this Note or any other Loan Document, and preserve or dispose of the Collateral. Among other things, the expenses may include payments for property taxes, prior liens, insurance, appraisals, environmental remediation costs, and 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;
- C. Release anyone obligated to pay this Note;
- D. Compromise, release, renew, extend or substitute any of the Collateral; and
- E. Take any action necessary to protect the Collateral or collect amounts owing on this Note.

7. WHEN FEDERAL LAW APPLIES:

When SBA is the holder, this Note will 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.

8. SUCCESSORS AND ASSIGNS:

Under this Note, Borrower and Operating Company include the successors of each, and Lender includes its successors and assigns.

9. GENERAL PROVISIONS:

- A. All individuals and entities signing this Note are jointly and severally liable.
- B. Borrower waives all suretyship defenses.
- C. Borrower must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to acquire, perfect, or maintain Lender's liens on Collateral.
- 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.
- 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. Borrower also waives any defenses based upon any claim that Lender did not obtain any guarantee; did not obtain, perfect, or maintain a lien upon Collateral; impaired Collateral; or did not obtain the fair market value of Collateral at a sale.

10. STATE-SPECIFIC PROVISIONS:

Not Applicable.

11. BORROWER 'SNAME(S) AND SIGNATURE(S):

By signing below, each individual or entity becomes obligated under this Note as Borrower.

Authorized Signatory 1:

MASON CLASSICAL ACADEMY INC

a Florida Not for Profit Corporation

By:  _____

Print Name: Kelly Lichter

Its: President

Date: May 5, 2020

Authorized Signatory 2:

MASON CLASSICAL ACADEMY INC

a Florida Not for Profit Corporation

By: _____

Print Name: _____

Its: _____

Date: May 5, 2020

Authorized Signatory 3:

MASON CLASSICAL ACADEMY INC

a Florida Not for Profit Corporation

By: _____

Print Name: _____

Its: _____

Date: May 5, 2020

Authorized Signatory 4:

MASON CLASSICAL ACADEMY INC

a Florida Not for Profit Corporation

By: _____

Print Name: _____

Its: _____

Date: May 5, 2020

Authorized Signatory 5:

MASON CLASSICAL ACADEMY INC

a Florida Not for Profit Corporation

By: _____

Print Name: _____

Its: _____

Date: May 5, 2020

Authorized Signatory 6:

MASON CLASSICAL ACADEMY INC

a Florida Not for Profit Corporation

By: _____

Print Name: _____

Its: _____

Date: May 5, 2020

PPP Loan Information

Please note now that you have received a Paycheck Protection Program Loan and intend to request forgiveness of the loan, you have **eight weeks from the date of your loan** to spend the proceeds on qualified payroll and certain overhead costs. Below are a few details that will help you determine what qualifies, how your funds will be disbursed and better explain the forgiveness process. Any portion of the loan that you do not spend on qualified expenses will have to be repaid, please reference your note for the terms.

Loan disbursement process: First Federal Bank will disburse into your First Federal Bank checking account the loan proceeds after the bank receives your "DocuSign" loan documents and has a chance to review them for accuracy. The bank is asking you to send the "wet" signed loan documents back within one week. As a reminder, you are still responsible for providing a full 8 weeks of payroll documents, utility bills, interest statements and/or rent payment receipts in order to apply for full loan forgiveness.

What can I use these loans for? You should use the proceeds from these loans on your:

- Payroll costs, including benefits;
- Interest on mortgage obligations, mortgage originated before February 15, 2020;
- Rent, under lease agreements in force before February 15, 2020; and
- Utilities, for which service began before February 15, 2020.

What counts as payroll costs? Payroll costs include:

- Salary, wages, commissions, or tips (capped at \$100,000 on an annualized basis for each employee);
- Employee benefits including costs for vacation, parental, family, medical, or sick leave; allowance for separation or dismissal; payments required for the provisions of group health care benefits including insurance premiums; and payment of any retirement benefit;
- State and local taxes assessed on compensation; and
- For a sole proprietor or independent contractor: wages, commissions, income, or net earnings from self-employment, capped at \$100,000 on an annualized basis for each employee.

How much of my loan will be forgiven? You will owe money when your loan is due if you use the loan amount for anything other than payroll costs, mortgage interest, rent, and utilities payments over the 8 weeks after getting the loan. Due to likely high subscription, it is anticipated that not more than 25% of the forgiven amount may be for non-payroll costs. You will also owe money if you do not maintain your staff and payroll.

- **Number of Staff:** Your loan forgiveness will be reduced if you decrease your full-time employee headcount.

- Level of Payroll: Your loan forgiveness will also be reduced if you decrease salaries and wages by more than 25% for any employee that made less than \$100,000 annualized in 2019.
- Re-Hiring: You have until June 30, 2020 to restore your full-time employment and salary levels for any changes made between February 15, 2020 and April 26, 2020.

How can I request loan forgiveness? You can submit a request to your lender at First Federal Bank. The request will include documents that verify the number of full-time equivalent employees and pay rates, as well as the payments on eligible mortgage, lease, and utility obligations. You must certify that the documents are true and that you used the forgiveness amount to keep employees and make eligible mortgage interest, rent, and utility payments. The Bank must make a decision on the forgiveness within 60 days and then submit your certification and the forgiveness paperwork to the SBA who has 90 days to accept and process your loan forgiveness.

DATED May 5, 2020.

Authorized Signatory:



Signature, Individually

Printed Name:

Kelly Lichter

Borrower:

MASON CLASSICAL ACADEMY INC, a

Florida, Not for Profit Corporation

By: 

Signature

Printed Name: Kelly Lichter

Its: President

CERTIFICATION OF AUTHORITY AND GOOD STANDING

This Certification of Authority and Good Standing ("Certification") is made and given by Kelly Lichter ("Authorized Signatory") individually and on behalf of MASON CLASSICAL ACADEMY INC, a Florida Not for Profit Corporation (the "Borrower") who hereby represents, warrants and certifies to First Federal Bank, a Federal savings association ("Lender"), as follows:

1. Authorized Signatory is the President of Borrower and is authorized to provide this Certification as to Authority on Borrower's behalf.

2. Borrower is a duly organized, validly existing Not for Profit Corporation, in good standing, under the laws of the State of Florida.

3. Authorized Signatory has full and absolute authority to bind Borrower to any and all contractual agreements, including but not limited to notes, loans, credit agreements, as well as that certain U.S. Small Business Administration Paycheck Protection Program loan issued by Lender to Borrower in the amount of \$830,500.00 and made in accordance with the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") (the "Loan").

4. The governing documents of Borrower grant Authorized Signatory the full and exclusive right, power and authority to manage the affairs of and to bind Borrower, to make all decisions with respect thereto and to do or cause to be done any and all acts or things deemed to be necessary, appropriate or desirable to carry out or further the business of Borrower, including but not limited to executing any and all documents as required by Lender for the purposes of evidencing and memorializing the Loan (the "Loan Documents").

5. That this Certification is being executed to confirm that the undersigned has all the necessary power and authority to (i) bind the Borrower to the terms and conditions that are contained within the Loan Documents; and (ii) execute any and all documents necessary to effectuate such transactions.

6. That this Certification is a material inducement to Lender for granting and making the Loan to Borrower and that absent this Certification Lender would not have made the Loan.

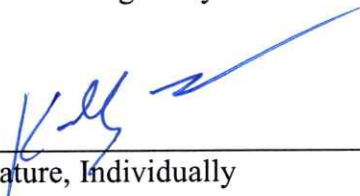
7. That Authorized Signatory and Borrower hereby agree to indemnify and hold Quintairos, Prieto, Wood & Boyer, P.A. ("QPWB") and Lender harmless of and from any and all loss, cost, damage, and expense of every kind, including attorneys' fees, which QPWB or Lender, shall or may suffer or become liable for on account of reliance on the statements made herein. The indemnification and hold harmless obligation under this paragraph seven (7) shall include, but not be limited to, all damages, loss, monies paid, actions, suits, claims, and all attorneys' fees and costs.

8. Authorized Signatory and Borrower further acknowledge that QPWB has provided no legal advice relative to this transaction to Authorized Signatory or Borrower and that Authorized Signatory and Borrower have consulted legal representation of their own choosing prior to the execution of this Certification, or has been provided sufficient time to consult legal representation of their own choosing prior to the execution of this document and decided to proceed without obtaining legal representation.

DATED May 5, 2020.

Authorized Signatory hereby swears and affirms that all representations, warranties and certifications as set out in the foregoing document are true and correct in all aspects.

Authorized Signatory:




Signature, Individually

Printed Name: Kelly Lichter

Borrower:

MASON CLASSICAL ACADEMY INC, a
Florida Not for Profit Corporation
Entity Name

By: 

Signature

Printed Name: Kelly Lichter

Its: President

Joinder of Additional Authorized Signatories

The under signed, being additional Authorized Signatory(ies), hereby joins in and agrees to be bound by the foregoing Certification of Authority and Good Standing:

Authorized Signatory 2:

By: _____

Print Name: _____

Date: May 5, 2020

Authorized Signatory 3:

By: _____

Print Name: _____

Date: May 5, 2020

Authorized Signatory 4:

By: _____

Print Name: _____

Date: May 5, 2020

Authorized Signatory 5:

By: _____

Print Name: _____

Date: May 5, 2020

Authorized Signatory 6:

By: _____

Print Name: _____

Date: May 5, 2020

HOLD HARMLESS AND RELEASE AGREEMENT

This Hold Harmless and Release Agreement (this "Agreement") is made and given May 5, 2020 (the "Effective Date"), by MASON CLASSICAL ACADEMY INC, a Florida Not for Profit Corporation ("Borrower") and Kelly Lichter, Individually ("Authorized Signatory") to First Federal Bank ("First Federal").

Background

A. On May 5, 2020, First Federal agreed to make a loan to Borrower in the principal amount of EIGHT HUNDRED THIRTY THOUSAND FIVE HUNDRED AND XX/100 DOLLARS (\$830,500.00) (the "Loan").

The Loan is identified as SBA Loan Number 42032772-10. Pursuant to the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), the purpose of the Loan is to provide Borrower with emergency financial assistance in response to Borrower having been affected by the COVID-19 pandemic.

B. In connection with obtaining the Loan, Borrower has provided and will provide First Federal with certain documentation and certifications (collectively, the "Documents and Certifications").

C. First Federal is relying on the truth and accuracy of the Documents and Certifications provided by Borrower in order to make the Loan to Borrower and to make decisions regarding loan forgiveness and other matters related to the Loan in the future. As an inducement for First Federal to make the Loan to Borrower, Borrower is agreeing to provide the indemnification and release provided herein. The parties hereto acknowledge and agree that First Federal would not make the Loan to Borrower without this Agreement.

Agreement

The parties to this Agreement, in consideration of the mutual covenants and agreements to be performed as set forth below and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. Borrower's and Authorized Signatory's Indemnification. Borrower and Authorized Signatory (the "Indemnifying Parties") shall indemnify, defend and hold harmless First Federal, First Federal's affiliated entities and its and their respective employees, officers, directors, shareholders, contractors, attorneys and agents (collectively, "First Federal Indemnified Parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, without limitation, reasonable attorneys' fees and costs, including such fees and costs on appeal, if any) (collectively, "Claims") to the extent such Claims arise out of (a) any breach of any of the terms and conditions contained in the loan documents or (b) any inaccuracies or omissions contained in any of the Documents and Certifications. First Federal will (i) promptly notify the Indemnifying Parties in

writing of any losses for which First Federal seeks indemnification, *provided, however*, that failure to give such notice will not relieve the Indemnifying Parties of any liability hereunder (except to the extent the Indemnifying Parties have suffered actual material prejudice by such failure); (ii) cooperate with the Indemnifying Parties in the defense; and (iii) permit the Indemnifying Parties full control over the defense and settlement of any matter subject to indemnification; *provided that* the Indemnifying Parties will not enter into any settlement that affects First Federal's right or interests without First Federal's prior written consent which will not be unreasonably withheld, conditioned or delayed. First Federal will have the right to participate in the defense at its expense.

2. Borrower's Release. Borrower, including its shareholders, members, partners, directors, officers, agents, representatives, attorneys, and employees irrevocably and unconditionally releases and discharges First Federal, its officers, directors, shareholders, agents, employees, contractors, attorneys, assigns and their parent, subsidiary or affiliate companies, if any, and any company or entity that First Federal has an interest in (collectively, "Releasees"), from any and all charges, complaints, contracts, liabilities, obligations, demands, suits, damages, debts, sums of money, accounts, indebtedness, reckonings, covenants, controversies, agreements, promises, variances, trespasses, bonds, bills, premises, reimbursements, causes of actions of every kind, nature and description, foreseeable and unforeseeable, liquidated and unliquidated, insured or uninsured, costs, losses, debts, expenses, attorney's fees, damages, judgments, executions, rights, expenses, injuries, indemnities, claims in tort and claims of any kind whatsoever, in law or in equity, which Borrower has ever had, now has, or which Borrower has an interest in, hereafter can, shall or may have, by reason of any matter, cause or thing relating to the Documents and Certifications, any calculations related to Borrower's eligible loan amount, any decisions made or actions taken by the SBA regarding the Loan, or any decisions made or actions taken relating to any loan forgiveness.

3. Expenses. Borrower shall pay Borrower's respective attorneys' fees and expenses incident to the execution of this Agreement and the consummation of the transaction contemplated hereby.

4. Governing Law, Venue and Attorneys' Fees. This Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Florida without regard to conflicts of law principles. Any action filed to enforce the terms of this Agreement must be filed in Columbia County, Florida. If any party in good faith files an action to enforce the terms of this Agreement, the prevailing party will be entitled to recover all of its costs and reasonable attorneys' fees, in addition to any and all rights or remedies available under applicable law.

5. Negotiated Document. The parties acknowledge and agree that this Agreement has been negotiated by each, and no party shall be considered the drafter of this Agreement so as to construe this Agreement against the party in the event an ambiguity exists herein.

6. Miscellaneous. This Agreement embodies the entire agreement and understanding among the parties hereto with respect to the subject matter herein contained and supersedes all prior agreements and understandings related to the foregoing. All parties acknowledge that no party or other person has made any oral or written representation, other than those explicitly set forth in this Agreement, upon which any party is relying in making their decision to enter into this Agreement. This Agreement may not be modified or amended except by a written instrument signed by the party against whom such amendment, modification, waiver or discharge is sought to

be enforced. The parties agree that the terms of this Agreement shall bind the parties to this Agreement, their heirs, executors, administrators, and assigns.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement, and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or digital imaging or electronic mail, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. No party hereto or to any such contract shall raise the use of a facsimile machine or digital imaging and electronic mail to deliver a signature or the fact that any signature was transmitted or communicated through the use of a facsimile machine or digital imaging and electronic mail as a defense to the formation of a contract and each such party forever waives any such defense.

8. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and shall be deemed to have been given (a) when personally delivered; (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the second day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid . Such Notice must be sent to the respective parties at the addresses indicated below on the signature page (or at such other address for a party as shall be specified in a Notice given in accordance with this Section 8).

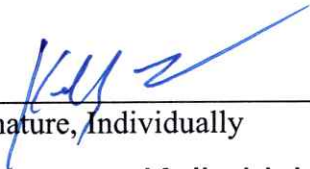
9. Waiver of Jury Trial. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ALL OF THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY PROCEEDING BROUGHT TO ENFORCE OR DEFEND ANY TERMS OR PROVISIONS OF THIS AGREEMENT. NO PARTY SHALL SEEK TO CONSOLIDATE ANY PROCEEDING IN WHICH THE RIGHT TO A TRIAL BY JURY HAS BEEN WAIVED WITH ANY OTHER PROCEEDING IN WHICH THE RIGHT TO A TRIAL BY JURY CANNOT BE, OR HAS NOT BEEN, WAIVED. THE TERMS AND PROVISIONS OF THIS SECTION 9 HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THE TERMS AND PROVISIONS HEREOF SHALL NOT BE SUBJECT TO ANY EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH, OR REPRESENTED TO, ANY OTHER PARTY THAT THE TERMS AND PROVISIONS OF THIS SECTION 9 WILL NOT BE ENFORCED FULLY IN ALL INSTANCES.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF KNOWN AND UNKNOWN CLAIMS. BORROWER IS ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT AND GENERAL RELEASE. HAVING ELECTED TO EXECUTE THIS AGREEMENT AND GENERAL RELEASE, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION LISTED ABOVE, AND HAVING BEEN PROVIDED TIME TO CONSIDER THIS AGREEMENT, BORROWER KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT AND GENERAL RELEASE INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS BORROWER HAS OR MIGHT HAVE AGAINST FIRST FEDERAL AND RELEASEES.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Hold Harmless and Release Agreement as of the date first above written and agree to be bound by its terms.

AUTHORIZED SIGNATORY



Signature, Individually

Printed Name: Kelly Lichter

BORROWER:

MASON CLASSICAL ACADEMY INC,

a Florida

Not for Profit Corporation

By: 

Print Name: Kelly Lichter

Title: President

Address: 3073 S. HORSESHOE DRIVE
NAPLES, FL 34104

Joinder of Additional Authorized Signatories

The under signed, being additional Authorized Signatory(ies), hereby joins in and agrees to be bound by the foregoing Hold Harmless and Release Agreement:

Authorized Signatory 2:

By: _____

Print Name: _____

Date: May 5, 2020

Authorized Signatory 3:

By: _____

Print Name: _____

Date: May 5, 2020

Authorized Signatory 4:

By: _____

Print Name: _____

Date: May 5, 2020

Authorized Signatory 5:

By: _____

Print Name: _____

Date: May 5, 2020

Authorized Signatory 6:

By: _____

Print Name: _____

Date: May 5, 2020

COMPLIANCE AND FURTHER ASSURANCE AGREEMENT


BORROWER: MASON CLASSICAL ACADEMY INC
LENDER: FIRST FEDERAL BANK
SBA LOAN #: 42032772-10
DATE: May 5, 2020

The undersigned acknowledge and agree to cooperate, adjust, initial, re-execute and re-deliver any and all closing documents, including, but not limited to, any notes, mortgages, deeds, affidavits and closing statements if deemed necessary or desirable by the Lender in order to consummate or complete the Loan from the Lender to Borrower in accordance with the terms thereof or to perfect any lien, mortgage or security interest of the Lender.

The undersigned agree and covenant to take all necessary action to assure that the Loan and all Loan documentation will conform to: (a) conform to the terms of the Lender's loan approval; (b) the Lender's lending and loan documentation requirements; and (c) all statutory and regulatory requirements governing the Lender and the Loan. The undersigned acknowledge and agree that the Lender is relying upon this Agreement and the covenants contained herein in closing this transaction and funding the proceeds of the Loan(s) to Borrower.

Lender shall have the right to bring suit to enforce the obligations incurred in connection with this Agreement, and in the event any suit is brought to enforce this Agreement, the Lender shall be entitled to recover all costs and expenses incurred, including a reasonable attorneys' fee.

DATED May 5, 2020.

By:  _____

Kelly Lichter,

individually, and as the President of

MASON CLASSICAL ACADEMY INC, a

Florida Not for Profit Corporation

***** REQUIRED *****

Authorized Signatory's Driver's License
License for each signatory must be provided.

FRONT of Driver's License

BACK of Driver's License

***** REQUIRED *****

Authorized Signatory's Driver's License
License for each signatory must be provided.

Authorized Signatory 2:

Driver's License Front:

Driver's License Back:

Authorized Signatory 3:

Driver's License Front:

Driver's License Back:

Authorized Signatory 4:

Driver's License Front:

Driver's License Back:

Authorized Signatory 5:

Driver's License Front:

Driver's License Back:

Authorized Signatory 6:

Driver's License Front:

Driver's License Back:

Florida

DRIVER LICENSE



800-236-505-79-664-0 CLASS E

Model L2:

LIGHTER

31 JAN 1987

2004

3. **Dealing with**

475

12 REST NO

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SAFE DRIVE

40 105 03/05

500 N7220030

Operation of a motor vehicle constitutes consent to any evidence not required by law

The State
of Florida
retains all
property
rights herein.
050479
Rev.
05/01/2019

21
01004567929
19395



CLASS: E - Any non-commercial veh with a GVWR < 26,001 lbs.
or any RV

REST: None

END: None

REPLACEMENT LICENSE REQUIRED WITHIN 30 DAYS
OF ADDRESS OR NAME CHANGE
WWW.FLHSMV.GOV

