MEETING OF THE
BOARD OF DIRECTORS OF
MILESTONES COMMUNITY SCHOOL, INC.
D/B/A IMAGINE SCHOOLS AT WEST MELBOURNE

3355 Imagine Way, Room 142
West Melbourne, FL 32904

Wednesday, December 15, 2021

Corporate Board Meeting
Wednesday, December 15 · 5:30 – 6:30pm
Google Meet joining info
Video call link: https://meet.google.com/pui-crjx-jcm
Or dial: (US) +1 219-973-4142 PIN: 346 654 371#

December 15, 2021 at 5:30 p.m.

AGENDA

1. Call to Order
2. Roll Call
3. Posting of Notice
4. Minutes
   a. Approval of Minutes of November 18, 2021 meeting
5. Officer reports
6. Old Business
   a. Bond Process Update – Board Consideration of the following items:
      i. Approval of the Authorizing Resolution for the Bond Transaction which includes the following:
         1. Loan Agreement
         2. Mortgage Security Agreement and Fixture Filing (Senior and Subordinate)
         3. Promissory Notes
         4. Bond Purchase Agreement
         5. Continuing Disclosure Agreement
         6. Tax Agreement
            a. Approval of Integrity Public Consulting LLC as rebate expert
         7. Deposit Account Control Agreement

8. Purchase and Sale Agreement
9. Termination of Sublease Agreement

ii. Discussion and Action regarding Board account and deposit of charter school funds
1. Authorize transfer to another bank
2. Compliance with bond covenants

b. Facility Use by Third Parties
i. Termination of Lease Agreement with Greatest Ministries
ii. Facility Use Policy

7. New Business
8. Adjourn

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION OF THE BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

ACCOMMODATIONS
PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE SHOULD CONTACT THE SCHOOL AT (321) 768-6200 AT LEAST AT LEAST THREE WORKING DAYS PRIOR TO ANY MEETING.

WE THANK YOU FOR YOUR INTEREST IN ATTENDING THE BOARD MEETING AND HOPE YOU WILL JOIN US AGAIN. IF YOU HAVE QUESTIONS OR DESIRE FURTHER EXPLANATIONS, PLEASE CONTACT THE SCHOOL AT (321) 768-6200.

INTEGRITY Public Finance

1301 Riverplace Boulevard
Suite 2101
Jacksonville, Florida 32207
904.652.0790
www.integritypfc.com

December 15, 2021

Melissa Koretsky
Milestones Community School, Inc.
d/b/a Imagine Schools at West Melbourne
3355 Imagine Way
West Melbourne, FL 32904

Dear Ms. Koretsky:

This agreement, including Exhibits (collectively, the "Agreement"), sets forth the terms and conditions under which Integrity Public Finance Consulting LLC ("we" or "Integrity") will perform certain services described herein (the "Services") and work for Milestones Community School, Inc. d/b/a Imagine Schools at West Melbourne ("you" or "Client") as they relate to your bonds listed on Exhibit A (the "Bonds").

I. Scope of Services – Arbitrage Rebate

Integrity will in performance of the Services prepare a computation to determine the required rebate, if any, to the United States of amounts earned in excess of what is allowed for the Bonds (the "Rebate Amount") under §148(f)(2) of the Internal Revenue Code of 1986, as amended (the "Code"). The Rebate Amount is the excess of the amount earned on all nonpurpose investments purchased with gross proceeds of the Bonds over the amount that would have been earned if such investments were invested at the yield on the issue.

The scope of the Service will include preparation of a "Rebate Report" for the Bonds containing detailed schedules supporting the computation of the Rebate Amount, if any, computed in accordance with the Code and related regulations (the "Arbitrage Regulations"). Additionally, if a remittance is due, a completed Internal Revenue Service Form 8038-T and filing instructions will be provided.

The ability of Integrity to perform the Services depends on the Client timely providing, or causing to be provided timely to Integrity, all data, information and resources reasonably required by Integrity to perform the Services. All such data and information shall be true, correct and complete in all material respects and not omit any material fact necessary to make any other data or information provided to Integrity not false or misleading. The Services and any other work shall be based solely upon such data, which identifies specific amounts subject to rebate. Integrity may rely on all such data and information. Integrity will not evaluate, nor will it have any responsibility to verify independently, the accuracy or completeness thereof or the sufficiency of such data and information for the Client's purposes.

In preparing the calculations of the Rebate Amount, Integrity will review applicable accounts to determine if they hold gross proceeds of the Bonds subject to rebate. As part of this review, we will determine if certain gross proceeds qualify for exemption from the rebate requirements. Specifically, we will determine if gross proceeds qualify for any of the Spending Exceptions under the Arbitrage Regulations, and we will determine if the Debt Service Fund constitutes a "bona fide debt service fund", as such term is defined in the Arbitrage Regulations. If the Debt Service Fund fails to meet the "bona fide debt service fund" requirements, the investment of amounts in the Debt Service Fund must be included in the calculation of the Rebate Amount. This will require work outside the scope of the Services, and, as described in the Fees and Expenses section of this Agreement, an additional fee will be charged for calculations involving Debt Service Funds that do not constitute "bona fide debt service funds". Once the

applicable funds are identified, we will review cash flows from investments which were purchased with gross proceeds of the Bonds held in the applicable accounts. As prescribed by the Arbitrage Regulations, the includable cash flows are future valued to a date selected by Client (the "Computation Date") using the yield on the Bonds to determine the Rebate Amount. Applicable computation credits permitted by the Arbitrage Regulations are also included in the computations.

II. No Coordination with Private Activity Regulations

The purpose of our engagement and scope of Services is to determine the Rebate Amount pursuant to the Code. Sections 141-147 of the Code and related regulations set forth requirements with respect to the amount of bond proceeds that may be used for the benefit of a private person or entity. Treasury Regulations Section 1.141-6(a) requires that allocations of expenditures of bond proceeds for purposes of computing the Rebate Amount must be the same as the allocations of expenditures used to test the private use of projects financed with proceeds of the Bonds.

For purposes of calculating the Rebate Amount, our calculations assume that the allocations of expenditures of the Bond proceeds as provided to us by you are the same for both purposes of Sections 141-147 and Section 148 of the Code. The scope of Services does not include procedures to analyze the private use limitations associated with the Bonds.

III. Fees and Expenses

Our base fees to prepare the rebate computations for the Bonds will be per Analysis Period as set forth in Exhibit A. A "Bond Year" represents a one-year period from the delivery date of the Bonds and each subsequent anniversary date of the delivery of the Bonds or shorter period if selected by the issuer. An additional amount equal to 10% of our fees will also be charged for administrative expenses. The Client's obligation to pay Integrity's fees and expenses is not contingent upon the results of the Services. An invoice will be issued at the time the completed Rebate Report is sent to you and is payable upon receipt.

If you request changes to the scope of the Services or if changes are required by then applicable law, regulation or professional requirements, schedule delays or other events beyond Integrity's reasonable control, but without its fault or negligence (collectively, "Change Events"), the parties shall equitably adjust Integrity's fees and/or timing of performance for the Services. A party shall be excused from default or delay in the performance of its obligations under this Agreement (other than payment obligations) to the extent caused by one or more Change Events.

If Integrity is required by government regulation, subpoena, or other legal process to produce documents or personnel as witnesses with respect to the Services or this Agreement, the Client shall, so long as Integrity is not a party to the proceeding in which the information is sought, reimburse Integrity for its professional time and expenses, as well as reasonable attorneys' fees and expenses, including the allocable cost of in-house counsel, incurred in responding to such requests.

To the extent data provided by Client does not specifically identify amounts subject to rebate, or the yield on the Bonds is not computed under Section 1.148-4(b) of the Arbitrage Regulations for fixed yield issues, certain additional services (the "Additional Services") may be required. Additional fees will be charged for such Additional Services, as described below, at a rate of $500.00 per additional service per Bond Year. Additional Services include, but are not limited to: (1) allocations required for bond proceeds invested in commingled funds, (2) calculations related to the universal cap rules, (3) transferred proceeds calculations due to refunding transactions, (4) variable rate yield computations, and (5) computations relating to qualified hedges. If gross proceeds are subject to the yield restriction requirements of the Code and Arbitrage Regulations or computations for purposes of a delinquent IRS filing are required (so

long as Integrity has no fault in the delinquency), additional fees to be determined at the time of service may also apply.

Integrity relies upon data provided by the Client in the performance of its computations. Fees quoted herein for the Services or quoted for other work assume that all necessary data is well documented, organized and provided in a timely manner. If data transmission or documentation results in inefficiencies or the unanticipated or excessive use of resources, additional fees and expenses may be charged. Integrity will discuss these additional fees and expenses with the Client prior to their being billed.

IV. Term of the Agreement

This Agreement will commence on the date hereof and have a term of five years, which will be extended at each anniversary date of this Agreement for one year unless a party gives notice of an intent not to extend the term. This Agreement may be terminated by either party with 30 days written notice to the other party with or without cause. Termination shall not cancel provisions hereof relating to dispute resolution, limitation of liability, notice, indemnity or relieve a party of accrued liabilities. The Client shall pay for work-in-progress, completed Services and expenses incurred by Integrity through the effective date of any termination.

V. Indemnity

To the fullest extent permitted by applicable law, the Client shall indemnify and hold harmless Integrity and their respective assignees, subcontractors, members, shareholders, directors, officers, managers, partners, employees, agents and consultants (collectively, "Indemnities"), from and against all (A) claims and causes of action, pending or threatened, of any kind (whether based on contract, tort or otherwise) by third parties, including any affiliate of the Client, related to or arising out of (1) the use, disclosure of or reliance on, any Rebate Reports or any other portion, abstract or summary thereof by any person or entity that obtains access to it, directly or indirectly, from, through or at the request of the Client, or (2) the Client's failure to provide timely, accurate and complete information and resources as necessary for Integrity to perform the Services in accordance herewith (collectively, "Claims") and (B) liabilities, losses, damages, costs and expenses (including, without limitation, reasonable outside attorneys' fees and the allocable costs of in-house counsel) suffered or incurred by any of the Indemnities in connection with any Claims.

VI. Limitation of Liability

To the fullest extent permitted by applicable law, the total aggregate liability of Integrity under this Agreement shall be limited to penalty and/or interest imposed on the Client by the United States Internal Revenue Service on any additional Rebate Amount that results from a proven error by Integrity in rendering the Services and other work. The Client, and not Integrity, shall be responsible for paying the correct Rebate Amount due and any penalty and/or interest imposed on the Client not resulting from a proven error by Integrity.

Integrity and Client each acknowledges and agrees that neither party will, in any event, be liable to the other, for any reason, for any consequential, incidental, indirect, special, punitive, exemplary or indirect damages, including, without limitation, loss of profits, revenue, data, use of money or business opportunities, regardless of whether notice has been given or there is an awareness that such damages have been or may be incurred.

VII. Technical Elements

In performing the Services and work, Integrity may use certain data, tools, models, methodologies, programs, applications, systems, analysis frameworks, practices, and specifications developed or used by Integrity or its licensors, or to which Integrity otherwise has rights, including enhancements and improvements developed in the course of performing the Services and work (collectively, "Technical Elements"). The Client shall have no rights in or to the Technical Elements, except with respect to Technical Elements owned by Integrity solely to the extent necessary for the Client to use the Rebate Reports as permitted by this Agreement. Integrity retains all right to use its knowledge, experience and know-how, including the Technical Elements, in providing services to other clients.

Integrity shall own all work papers prepared by it to document, in accordance with professional obligations, performance of the Services, and it may retain, in confidence, copies of reports and other documents prepared by it.

VIII. Confidential Information

Except as otherwise provided in this Agreement, without the prior written consent of the other party, neither party shall disclose Confidential Information (as defined below) of the other received in connection with the performance of the Services. The recipient shall use the same degree of care that it uses to protect its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information of the disclosing party. Neither party shall have any obligation under this section with respect to any information that (1) is, at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the recipient in violation of this Agreement, (2) is subsequently learned from a third party that, to the knowledge of the recipient, is not under an obligation of confidentiality to the disclosing party, (3) was known to the recipient at the time of disclosure, as can be demonstrated by contemporaneous written evidence, (4) is generated independently by the recipient without reference to the Confidential Information of the disclosing party, as can be demonstrated by contemporaneous written evidence, or (5) is disclosed pursuant to applicable law, regulation, subpoena, other legal process or professional requirements or in connection with the enforcement of the recipient’s rights under this Agreement.

For purposes of this section, Confidential Information shall mean (1) this Agreement, (2) its contents, and (3) proprietary information, relating to the business, operations, methodologies, technologies, personnel, customers, vendors, financial condition or procedures of a party that is not generally known to the public and that, under all of the circumstances, is commonly treated as confidential and/or proprietary.

Information relating to the arbitrage rebate calculations we provide to you, including communications between us and material we create in the course of providing that advice, may be privileged and protected from disclosure to the Internal Revenue Service. Should the Internal Revenue Service seek disclosure from us of written or oral communications relating to such advice, we will notify you.

Integrity shall own all work papers prepared by it to document, in accordance with professional obligations, performance of the Services, and it may retain, in confidence, copies of reports and other documents prepared by it. The Rebate Report and other documents delivered by us to you are for your sole use and may not be relied upon by any other person.

Notwithstanding anything contained herein to the contrary, Integrity may transmit information to the Client or its representatives by e-mail, over the Internet. Until the Client specifically instructs Integrity in writing not to transmit information in such manner, any breach of confidentiality that occurs thereby shall not be deemed a breach of Integrity's obligations under this section.

IX. Municipal Advisory Services Not Performed

Under this Agreement Integrity is not acting as a municipal advisor nor does it owe a fiduciary duty to Client pursuant to Section 15B of the Securities Exchange Act of 1934, as amended by Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. Under no circumstances will Client request Integrity to provide, and Integrity will not in fact provide or be required to provide, any municipal advisory services pursuant to this Agreement. During the term of the Agreement, Client will cooperate with Integrity to ensure that the Agreement and the services to be provided by Integrity hereunder, are interpreted by the parties, and if necessary amended, in a manner intended to ensure that Client is not asking Integrity to provide, and Integrity is not in fact providing or required to provide, any municipal advisory services.

X. Additional Matters

The Client represents and warrants to Integrity that its governing body has authorized the Client to enter into, be bound by and perform this Agreement, and the person signing this Agreement for it is expressly authorized to execute it on behalf of, and to bind, the Client.

Any dispute or claim arising out of or relating to the Services or this Agreement shall be resolved by the procedure set forth in Exhibit B. All proceedings shall take place in Jacksonville, Florida. Judgment on any arbitration award may be entered in any court having jurisdiction.

Integrity will provide the Services and other work to the Client as an independent contractor. Nothing contained in this Agreement shall create an employment or principal-agent relationship or joint venture between Integrity and the Client. Neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever.

Integrity is a wholly-owned subsidiary of Bryant Miller Olive P.A., a law firm with its principal office located in Tallahassee, Florida. Notwithstanding the foregoing, Integrity is not engaged in the practice of law and therefore does not provide legal services, advice and representation. The Services and work performed by Integrity do not constitute nor shall be deemed to be the practice of law. The existence of this Agreement does not prevent Client from retaining Bryant Miller Olive P.A. to provide legal services in connection with the Bonds. Moreover, this Agreement does not prevent Bryant Miller Olive P.A. from representing third parties involved in the Bond issue as, including but not limited to, third parties acting as underwriter, trustee, insurer, paying agent, swap counterparty, letter of credit issuers, remarketing agent, or in any other capacity.

None of a party's rights, obligations or claims under or with respect to this Agreement or the Services may be assigned, in whole or in part, by such party without the prior written consent of the other party. The provisions of this Agreement shall operate for the benefit of the parties hereto and not third party, provided that this Agreement may be enforced by, any assignee or subcontractor that is providing any of the Services as permitted hereby.

Notices required or permitted under this Agreement shall be in writing. Notices to the Client shall be sent to the address above and notices to Integrity shall be sent to our office address. Notices will be effective upon delivery in person, by registered mail or recognized overnight courier.

This Agreement constitutes the entire agreement between the Client and Integrity, and supersedes all prior and contemporaneous communications, with respect to the Services and the other matters contemplated by this Agreement. This Agreement may not be modified except in a writing signed by both parties. If

any provision of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or part, the other provisions shall remain in full force and effect.

If the terms of this letter are satisfactory, please sign one copy of this Agreement acknowledging our agreement and return it in the enclosed envelope. We very much appreciate the opportunity to serve you. If you have any questions, please contact Laurie Scott at (904) 652-0790.

Very truly yours,

Integrity Public Finance Consulting

Acknowledged:

Milestones Community School, Inc. d/b/a Imagine Schools at West Melbourne

_____

Signature Date

_____

Printed Name

_____

Title

Exhibit A

Issue	Analysis Period *
Not to Exceed $18,000,000 Capital Trust Agency Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021A (Senior) Series 2021B (Subordinate)	Annually each 12/23

Fees

Professional fees for Services described herein will be billed per issue per Analysis Period at the rates shown below. A report of findings including a firm opinion and applicable supporting schedules will be provided upon the conclusion of our analysis. If a payment is due to the IRS, Form 8038-T and instructions for filing will be provided at no additional cost.

Type	Per Analysis	Per Fund Per Bond Year
Base	$1,050	
Project Fund		$350
Reserve		$175
Escrow		$250
Other Funds		$200

Exhibit B
Dispute Resolution Procedures

Mediation

Prior to commencing arbitration of a dispute, claim or controversy arising out of, relating to or in connection with the Services, work or this Agreement, a party shall submit a dispute to mediation by written notice to the other party or parties. The mediator shall be selected by the parties. If the parties cannot agree on a mediator, the CPR Institute for Dispute Resolution ("CPR") shall designate a mediator at the request of a party. Any mediator must be acceptable to all parties. The mediation conference will be held in Jacksonville, Florida. All communications related thereto shall be treated as a settlement discussion and shall therefore be confidential. Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

Arbitration

If the parties have not resolved the dispute, claim or controversy within 90 days after written notice beginning mediation, the mediation shall terminate and the dispute shall be resolved by arbitration. Arbitration of a dispute will be conducted in accordance with the procedures in this Agreement and the CPR Rules for Non-Administered Arbitration ("Rules").

The arbitration will be conducted before a panel of three arbitrators, to be selected in accordance with the screened selection process provided in the Rules. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery.

The arbitration panel shall have no power to award non-monetary or equitable relief of any sort. Damages that are inconsistent with the remedies permitted under the Agreement shall be unavailable in arbitration or any other forum.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitration panel may disclose the existence, content or results of the arbitration only in accordance with the Rules or applicable professional standards. Before making any such disclosure, a party shall give written notice to all other parties and shall afford them a reasonable opportunity to protect their interests, except to the extent such disclosure is necessary to comply with applicable law, regulatory requirements or professional standards.

BALLARD DRAFT DATED DECEMBER __, 2021

BOOK-ENTRY ONLY **NEW ISSUES - BOOK-ENTRY ONLY**
NOT RATED

In the opinion of Ice Miller LLP and Watson Sloane PLLC, Co-Bond Counsel, under existing federal statutes, decisions, regulations and rulings, interest on the Series 2021 Tax-Exempt Bonds, as defined herein, is excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and is not a specific preference item for purposes of the federal alternative minimum tax. Such exclusion is conditioned upon continuing compliance by the Issuer and the Borrower with the Tax Covenants, all as defined herein. Interest on the Series 2021C Bonds, as defined herein, is not excludable from gross income for federal income tax purposes under the Code. The Series 2021 Bonds and the interest thereon are exempt from taxation under the laws of the State of Florida, except for estate taxes and taxes imposed by Chapter 220, Florida Statutes, as amended, on interest income or profits on debt obligations owned by corporations, as defined in said Chapter 220. See "TAX MATTERS" herein and APPENDIX F — "SUBSTANTIALLY FINAL FORMS OF OPINIONS OF CO-BOND COUNSEL" attached hereto.

Capital Trust Agency
Educational Facilities Revenue Bonds
(Imagine Schools at West Melbourne Project)
$_____ Series 2021A (Senior)
$_____ Series 2021B (Subordinate)
$_____ Taxable Series 2021C (Subordinate)

Dated: Date of Issuance **Due: June 15, as shown on the inside front cover**

Capital Trust Agency (the "Issuer") is issuing its (i) Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021A (Senior) (the "Series 2021A Bonds" or the "Senior Bonds"), in the original aggregate principal amount of $_____, (ii) Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021B (Subordinate) (the "Series 2021B Bonds" and together with the Series 2021A Bonds, the "Tax-Exempt Bonds"), in the original aggregate principal amount of $_____, and (iii) Taxable Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021C (Subordinate) (the "Series 2021C Bonds" and, together with the Series 2021B Bonds, the "Subordinate Bonds"), in the original aggregate principal amount of $_____, pursuant to the Bond Resolution (as defined herein) and an Indenture of Trust, dated as of December 1, 2021 (the "Indenture"), between the Issuer and UMB Bank, National Association, as trustee (the "Trustee"). The Series 2021A Bonds, the Series 2021B Bonds and the Series 2021C Bonds are referred to collectively herein, as the "Series 2021 Bonds."

The Series 2021 Bonds are being issued as fully registered bonds in denominations of $100,000 and any integral multiple of $5,000 in excess thereof. Upon initial issuance, the ownership of the Series 2021 Bonds will be registered in the registration books of the Issuer kept by the Trustee, in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC") to which principal, or redemption price of, if any, and interest payments on the Series 2021 Bonds will be made. Purchasers of the Series 2021 Bonds will not receive physical delivery of bond certificates. Principal of and interest and premium, if any, on the Series 2021 Bonds shall be payable at the Corporate Trust Office of the Trustee as the same shall become due and payable. The Series 2021 Bonds will be dated their date of delivery and will mature on June 15 of the years and bear interest at the rates per annum set forth on the inside cover hereof. Interest on the Series 2021 Bonds will be payable each June 15 and December 15, commencing June 15, 2022. Undefined capitalized terms used in this Limited Offering Memorandum are defined in the text or APPENDIX F of this Limited Offering Memorandum. See "THE SERIES 2021 BONDS" and "APPENDIX I – BOOK-ENTRY ONLY SYSTEM" in this Limited Offering Memorandum. The Series 2021 Bonds are subject to optional, mandatory and extraordinary mandatory redemption prior to maturity as provided in this Limited Offering Memorandum. See "THE SERIES 2021 BONDS – Redemption Provisions" in this Limited Offering Memorandum.

The Series 2021 Bonds are being issued to fund a loan by the Issuer to Milestones Community School, Inc. d/b/a Imagine Schools at West Melbourne (the "Borrower"), a Florida not-for-profit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), pursuant to a Loan Agreement, dated as of December 1, 2021 (the "Loan Agreement"), by and between the Issuer and the Borrower. The proceeds of the Series 2021 Bonds are being issued, along with other legally available funds of the Borrower, for the purposes of financing or refinancing (i) the acquisition, installation, improvement and equipping of an existing approximately 54,707 square foot educational facility to accommodate approximately 850 students in grades K-8 at an educational institution known as Imagine Schools at West Melbourne, located on an approximately 10-acre parcel located at 3355 Imagine Way, West Melbourne, Florida 32904, including related facilities, fixtures, furnishings and equipment (collectively, the "Series 2021 Facilities"); (ii) the funding of the Capital Reserve Fund for the Series 2021 Facilities; (iii) the funding of capitalized interest for the Series 2021 Bonds; and (iv) the payment of certain costs of issuing the Series 2021 Bonds (collectively, the "Series 2021 Project"). The Borrower operates the Imagine Schools at West Melbourne (the "Imagine Schools at West Melbourne" or the "School") from Series 2021 Facilities. See "ESTIMATED SOURCES AND USES OF FUNDS," "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2021 BONDS" and "SERIES 2021 PROJECT" in this Limited Offering Memorandum.

The Series 2021 Bonds and all Additional Bonds (as defined herein and together with the Series 2021 Bonds, the "Bonds") are secured by an assignment and pledge of (except in all cases for the Issuer's Reserved Rights) the Trust Estate which includes: (a) the rights, title and interests of the Issuer in the Loan Agreement, as amended from time to time, between the Issuer and the Borrower; (b) the rights, title and interests of the Issuer, if any, in the Mortgaged Estate, subject to Permitted Encumbrances; (c) the Loan Payments; (d) the rights, title and interests of the Issuer, if any, and the Borrower under the Mortgage and the rights, title and interests of the Issuer and the Borrower under the Promissory Notes; (e) all Funds created in the Indenture (other than the Rebate Fund), except for (i) moneys or obligations deposited with or paid to the Trustee for the payment or redemption of Bonds that are no longer deemed to be Outstanding, and (ii) all trust accounts consisting of insurance or condemnation proceeds, subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture; and (f) any and all other interests in real or personal property of every name and nature from time to time hereafter by delivery or by writing specifically mortgaged, pledged or hypothecated, as and for additional security under the Indenture by the Issuer, or by anyone on its behalf or with its written consent, in favor of the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same, subject to the terms of the Indenture. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2021 BONDS" in this Limited Offering Memorandum.

Loan Payments due under the Senior Bonds are secured by a Mortgage, Security Agreement, and Fixture Filing, dated the date of issuance of the Senior Bonds (the "Senior Mortgage"), from the Borrower to the Trustee. Loan Payments due under the Subordinate Bonds are secured by a Subordinate Mortgage, Security Agreement, and Fixture Filing, dated the date of issuance of the Subordinate Bonds (the "Subordinate Mortgage" and together with the Senior Mortgage, the "Mortgage"), from the Borrower to the Trustee. The Mortgage creates a lien on the Series 2021 Facilities and all other facilities which are financed or refinanced with the proceeds of any Series of Bonds in favor of the Trustee on behalf of and for the benefit of the Bondholders. The Senior Bonds shall be secured by the Senior Mortgage on a basis senior to the Subordinate Bonds and the Subordinate Bonds shall be secured by the Subordinate Mortgage on a basis subordinate to the Senior Bonds. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2021 BONDS" in this Limited Offering Memorandum.

INVESTMENT IN THE SERIES 2021 BONDS INVOLVES A SIGNIFICANT DEGREE OF RISK AND EACH PROSPECTIVE INVESTOR SHOULD CONSIDER ITS FINANCIAL CONDITION AND THE RISKS INVOLVED TO DETERMINE THE SUITABILITY OF INVESTING IN THE SERIES 2021 BONDS. THE SERIES 2021 BONDS ARE BEING OFFERED ONLY TO (1) "QUALIFIED INSTITUTIONAL BUYERS" AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933 (THE "SECURITIES ACT") AND (2) "ACCREDITED INVESTORS" AS DEFINED IN RULE 501(A) OF THE SECURITIES ACT. THEREAFTER, A BENEFICIAL OWNERSHIP INTEREST IN A SERIES 2021 BOND MAY NOT BE TRANSFERRED EXCEPT TO (A) A QUALIFIED INSTITUTIONAL BUYER OR (B) AN ACCREDITED INVESTOR. As a condition to the purchase of the Series 2021 Bonds on

the Closing Date, the initial purchasers, including Rosemawr Management LLC as the Bondholder Representative named under the Indenture, must execute and deliver an investor letter in the form attached hereto as APPENDIX J.

PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS IS A LIMITED AND SPECIAL REVENUE OBLIGATION OF THE ISSUER PAYABLE SOLELY OUT OF THE TRUST ESTATE. THE SERIES 2021 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE CITY OF GULF BREEZE, FLORIDA (THE "CITY"), THE TOWN OF CENTURY (TOGETHER WITH THE CITY, THE "SPONSORING POLITICAL SUBDIVISIONS"), BREVARD COUNTY, FLORIDA (THE "LOCAL AGENCY"), THE STATE OF FLORIDA OR ANY OTHER MUNICIPALITY, PUBLIC AGENCY OR POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER, THE SPONSORING POLITICAL SUBDIVISIONS, THE LOCAL AGENCY, THE STATE OF FLORIDA OR ANY OTHER MUNICIPALITY, PUBLIC AGENCY OR POLITICAL SUBDIVISION THEREOF AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE SPONSORING POLITICAL SUBDIVISIONS, THE LOCAL AGENCY, THE STATE OF FLORIDA OR ANY OTHER MUNICIPALITY, PUBLIC AGENCY OR POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE BONDS. NO COVENANT OR AGREEMENT CONTAINED IN THE BONDS OR THE INDENTURE SHALL BE DEEMED TO BE A COVENANT OR AGREEMENT OF ANY MEMBER OF THE GOVERNING BODY OF THE ISSUER NOR SHALL ANY OFFICIAL EXECUTING THE BONDS BE LIABLE PERSONALLY ON THE BONDS OR BE SUBJECT TO ANY PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE OF THE BONDS. THE ISSUER HAS NO TAXING POWER.

This cover page contains certain information for quick reference only. It is not a summary of the Series 2021 Bonds. Investors must read this entire Limited Offering Memorandum, and should give particular attention to the material under the caption "BONDHOLDERS' RISKS." All summaries of documents and agreements in this Limited Offering Memorandum are qualified in their entirety by reference to such documents and agreements, and all summaries of the Series 2021 Bonds are qualified in their entirety by reference to the form included in the aforesaid documents and agreements.

The Series 2021 Bonds are offered when, as and if issued by the Issuer and accepted by Piper Sandler & Co. (the "Underwriter"), subject to prior sale or withdrawal or modification of the offer without notice and subject to the approval of validity and certain tax matters by Ice Miller LLP, Columbus, Ohio, and Watson Sloane, PLLC, Orlando, Florida, Co-Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the Issuer and the Borrower by Goren, Cherof, Doody & Ezrol, P.A., Fort Lauderdale, Florida, and for the Underwriter by Ballard Spahr LLP, Minneapolis, Minnesota. The Bondholder Representative has been represented by Quarles & Brady LLP, Milwaukee, Wisconsin. Certain financial matters will be passed upon for the Borrower by Ford & Associates, Inc. Tampa, Florida. The Series 2021 Bonds are expected to be delivered in book-entry form through The Depository Trust Company on or about December 23, 2021.

PIPER | SANDLER

The date of this Limited Offering Memorandum is December __, 2021.

AMOUNTS, INTEREST RATES, MATURITIES,
PRICES, YIELDS AND INITIAL CUSIP NUMBERS

$_____
Capital Trust Agency
Educational Facilities Revenue Bonds
(Imagine Schools at West Melbourne Project)
Series 2021A (Senior)

$_____ ____% Series 2021A Term Bond due June 15, 2061
Price of 97.00% to Yield _____%
CUSIP _____[(1)]

$_____
Capital Trust Agency
Educational Facilities Revenue Bonds
(Imagine Schools at West Melbourne Project)
Series 2021B (Subordinate)

$_____ ____% Series 2021B Term Bond due June 15, 2061
Price of 97.00% to Yield _____%
CUSIP _____[(1)]

$_____
Capital Trust Agency
Educational Facilities Revenue Bonds
(Imagine Schools at West Melbourne Project)
Taxable Series 2021C (Subordinate)

$_____ ____% Series 2021C Term Bond due June 15, 20__
Price of 97.00% to Yield _____%
CUSIP _____[(1)]

(1) *None of the Issuer, the Borrower or the Underwriter is responsible for the use of CUSIP Numbers, nor is a representation made as to their correctness. The CUSIP Numbers are included solely for the convenience of the readers of this Limited Offering Memorandum and are copyright 2021 by the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, which is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP services.*

For a schedule of the mandatory sinking fund payments with respect to each maturity of the Series 2021 Bonds, see "THE SERIES 2021 BONDS – Redemption Provisions – Mandatory Sinking Subaccount Redemption" in this Limited Offering Memorandum.

Issuer
Capital Trust Agency
Gulf Breeze, Florida

Issuer's Counsel
Michael J. Stebbins, P.L.
Pensacola, Florida

Borrower
Milestones Community School, Inc.
West Melbourne, Florida

Borrower Officials
Melissa Koretsky – Board Chair
Bill McMullen – Treasurer
Michael Russell – Board Member
Jennifer Spedick-Sikoski – Board Member
Jessica Dell-Peaks – Board Member

Borrower's Counsel
Goren, Cherof, Doody & Ezrol, P.A.
Fort Lauderdale, Florida

Borrower's Financial Advisor
Ford & Associates, Inc.
Tampa, Florida

Co-Bond Counsel
Ice Miller LLP
Columbus, Ohio

Watson Sloan, PLLC
Orlando, Florida

Bondholder Representative
Rosemawr Management LLC
New York, New York

Counsel to the Bondholder Representative
Quarles & Brady LLP
Milwaukee, Wisconsin

Underwriter
Piper Sandler & Co.
Minneapolis, Minnesota

Underwriter's Counsel
Ballard Spahr LLP
Minneapolis, Minnesota

Trustee and Paying Agent
UMB Bank, National Association
Minneapolis, Minnesota

Auditor
King & Walker, CPAs, PL
Tampa, Florida

Picture of the Series 2021 Facilities

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This Limited Offering Memorandum contains certain statements that are "forward-looking" statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934, both as amended. All statements other than statements of historical facts included in this Limited Offering Memorandum, including without limitation statements that use terminology such as "estimate," "expect," "intend," "anticipate," "believe," "may," "will," "continue" and similar expressions, are forward-looking statements. These forward-looking statements include, among other things, the discussions related to the Borrower's charter school operations and expectations regarding student enrollment, future operations, revenues, capital resources and expenditures for capital projects. Although the Borrower believes that the assumptions upon which the forward-looking statements contained in this Limited Offering Memorandum are based are reasonable, any of the assumptions could prove to be inaccurate and, as a result, the forward-looking statements based on those assumptions also could be incorrect. All phases of the operations of the Borrower, including the Borrower's operation of Imagine Schools at West Melbourne, involve risks and uncertainties, many of which are outside the control of the Borrower and any one of which, or a combination of which, could materially affect the results of the Borrower's operations and whether the forward-looking statements ultimately prove to be correct. Factors that could cause actual results to differ from those expected include, but are not limited to, general economic conditions such as inflation and interest rates, both nationally and in the areas of the State where the Series 2021 Facilities are located; changes in general business regulation that could adversely impact the Borrower's operations; the willingness of the State to fund charter school operations at present or increased levels; competitive conditions within Imagine Schools at West Melbourne's market, including the acceptance of the education services offered by Imagine Schools at West Melbourne; lower enrollments than projected; unanticipated expenses; the capabilities of the Borrower's management; changes in government regulation of the education industry or in the State charter school statute; future claims for accidents or other torts at the Series 2021 Facilities and the extent of insurance coverage for such claims; and other risks discussed in this Limited Offering Memorandum. Important factors that could cause actual results to differ materially from the Borrower's expectations ("cautionary statements") are disclosed in this Limited Offering Memorandum including in conjunction with the forward-looking statements included in this Limited Offering Memorandum, under "BONDHOLDERS' RISKS," "APPENDIX A – THE BORROWER AND IMAGINE SCHOOLS AT WEST MELBOURNE" and "APPENDIX B – BUDGET PROJECTION."

NO REPRESENTATION OR ASSURANCE CAN BE GIVEN THAT THE BORROWER WILL REALIZE REVENUES IN AMOUNTS SUFFICIENT TO MAKE THE REQUIRED LOAN PAYMENTS UNDER THE LOAN AGREEMENT. THE REALIZATION OF FUTURE REVENUES IS DEPENDENT UPON, AMONG OTHER THINGS, THE MATTERS DESCRIBED IN THE FOREGOING PARAGRAPH AND FUTURE CHANGES IN ECONOMIC AND OTHER CONDITIONS THAT ARE UNPREDICTABLE AND CANNOT BE DETERMINED AT THIS TIME. SEE "BONDHOLDERS' RISKS" HEREIN. THE UNDERWRITER AND THE BORROWER'S FINANCIAL ADVISOR (AS DEFINED HEREIN) MAKES NO REPRESENTATION AS TO THE ACCURACY OF THE BUDGET PROJECTIONS CONTAINED HEREIN OR AS TO THE ASSUMPTIONS ON WHICH THE BUDGET PROJECTIONS ARE BASED. NEITHER THE BORROWER NOR THE OPERATOR EXPECT OR INTEND TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD LOOKING STATEMENTS OR TO THE BUDGET PROJECTIONS IF OR WHEN THEIR EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH FORECASTS ARE BASED, OCCUR.

No dealer, broker, salesperson or other person has been authorized by the Issuer, the Borrower or the Underwriter to give any information or to make any representation with respect to the Series 2021 Bonds other than those contained in this Limited Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Limited Offering Memorandum does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2021 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the Issuer, the Borrower and other sources that are believed to be reliable. The information and expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Limited Offering Memorandum nor any sale hereunder shall create any implication that there has been no change in the financial condition or operations of the Issuer, the Borrower, Imagine Schools at West Melbourne, the Series 2021 Project, the Series 2021 Facilities or other matters

described herein since the date hereof. This Limited Offering Memorandum contains, in part, estimates and matters of opinion that are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions or that they will be realized.

The explanations of provisions of laws and descriptions of the documents in this Limited Offering Memorandum are summaries thereof and reference is made to the actual laws and documents for a complete understanding of the contents of such documents.

The Issuer neither has nor assumes responsibility for any information in this Limited Offering Memorandum, except for the information under the captions "THE ISSUER," "DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS," and "LITIGATION – No Proceedings Against the Issuer." Although this Limited Offering Memorandum contains information from sources believed to be reliable, the Issuer makes no representations as to the contents of this Limited Offering Memorandum other than those referenced above. THE ISSUER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY, SUFFICIENCY OF DISCLOSURE OR COMPLETENESS OF ANY INFORMATION PROVIDED BY THE BORROWER OR ANY OTHER PERSON.

The Trustee has not provided, reviewed or approved any information in this Limited Offering Memorandum. The Trustee makes no representation as to the contents, accuracy, fairness or completeness of this Limited Offering Memorandum. The Trustee has not evaluated the risks or propriety of any investment in the Series 2021 Bonds; and the Trustee makes no representation as to the suitability or investment quality of the Series 2021 Bonds for any investor, the technical or financial feasibility or performance of the Series 2021 Project, or compliance with any securities, tax or other laws or regulations, about all of which the Trustee expresses no opinion and expressly disclaims the expertise to evaluate.

The order and placement of materials in this Limited Offering Memorandum, including the Appendices, are not deemed to be a determination of relevance, materiality or importance, and this Limited Offering Memorandum, including the Appendices, must be considered in its entirety. The offering of the Series 2021 Bonds is made only by means of this entire Limited Offering Memorandum.

In making an investment decision, investors must rely on their own examinations of the Borrower, the Series 2021 Project, the Series 2021 Facilities and the terms of the offering, including the merits and risks involved. The Series 2021 Bonds have not been approved or disapproved by the Securities and Exchange Commission or any state securities commission, nor has the Securities and Exchange Commission or any state securities commission passed upon the accuracy or completeness of this Limited Offering Memorandum. Any representation to the contrary may be a criminal offense.

The Borrower has covenanted to provide continuing disclosure as described in this Limited Offering Memorandum in "APPENDIX H – FORM OF CONTINUING DISCLOSURE AGREEMENT," pursuant to Rule 15c2-12 of the Securities and Exchange Commission. The Issuer has not, and will not, undertake any responsibilities to provide continuing disclosure with respect to the Series 2021 Bonds and will have no liability to Bondholders with respect to any such disclosures.

The Underwriter has provided the following sentence for inclusion in this Limited Offering Memorandum: The Underwriter has reviewed the information in this Limited Offering Memorandum in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

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SUMMARY STATEMENT

The following introductory material is only a brief description of, and is qualified by, the more complete information contained throughout this Limited Offering Memorandum. A full review should be made of the entire Limited Offering Memorandum and the documents summarized or described herein. The offering of the Series 2021 Bonds to potential investors is made only by means of the entire Limited Offering Memorandum. No person is authorized to detach this Summary Statement from this Limited Offering Memorandum or otherwise use it without the entire Limited Offering Memorandum. For the definitions of certain words and terms used in this Summary Statement, see "APPENDIX F – FORMS OF PRINCIPAL FINANCING DOCUMENTS" in this Limited Offering Memorandum.

Purpose of the Issue..... Capital Trust Agency (the "Issuer"), is issuing its (i) Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021A (Senior) (the "Series 2021A Bonds" or the "Senior Bonds"), in the original aggregate principal amount of $_____, (ii) Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021B (Subordinate) (the "Series 2021B Bonds" and together with the Series 2021A Bonds, the "Tax-Exempt Bonds"), in the original aggregate principal amount of $_____, and (iii) Taxable Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021C (Subordinate) (the "Series 2021C Bonds" and, together with the Series 2021B Bonds, the "Subordinate Bonds"), in the original aggregate principal amount of $_____, pursuant to the Bond Resolution (as defined herein) and an Indenture of Trust dated as of December 1, 2021 (the "Indenture") between the Issuer and UMB Bank, National Association, as trustee (the "Trustee"). The Series 2021A Bonds, the Series 2021B Bonds and the Series 2021C Bonds are referred to collectively herein, as the "Series 2021 Bonds." Under the terms of the Indenture, Rosemawr Management LLC (the "Bondholder Representative") has been named Bondholder Representative for the Bondholders.

The Series 2021 Bonds are being issued to fund a loan by the Issuer to Milestones Community School, Inc. d/b/a Imagine Schools at West Melbourne (the "Borrower") pursuant to a Loan Agreement, dated as of December 1, 2021 (the "Loan Agreement"), by and between the Issuer and the Borrower. The Series 2021 Bonds are being issued for the purpose of providing funds, along with other legally available funds of the Borrower, for the purpose of financing or refinancing (i) the acquisition, installation, improvement and equipping of an existing approximately 54,707 square foot educational facility to accommodate approximately 850 students in grades K-8 at an educational institution known as Imagine Schools at West Melbourne, located on an approximately 10-acre parcel located at 3355 Imagine Way, West Melbourne, Florida 32904, including related facilities, fixtures, furnishings and equipment (collectively, the "Series 2021 Facilities"); (ii) the funding of the Capital Reserve Fund for the Series 2021 Facilities; (iii) the funding of capitalized interest for the Series 2021 Bonds; and (iv) the payment of certain costs of issuing the Series 2021 Bonds (collectively, the "Series 2021 Project"). See "ESTIMATED SOURCES AND USES OF FUNDS," "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2021 BONDS" and "SERIES 2021 PROJECT" in this Limited Offering Memorandum.

The Issuer..... The Issuer is a legal entity duly created and a public agency duly organized and existing under the laws of the State of Florida (the "State"), established for the purposes set forth under Chapter 163, Part I, Chapter 166, Part II, Chapter 617, Florida Statutes, as amended; the Gulf Breeze Ordinance, the Century Ordinance and the Interlocal Agreement (as each term is defined in the Indenture) and with powers as a "local agency" under Chapter 159, Part II, Florida Statutes, and other applicable provisions of law (collectively, the "Act").

By Resolution No. 62-2021, duly adopted by the City Council of the City of Gulf Breeze, Florida, on November 1, 2021; Resolution No. 21-2021 duly adopted by the Town Council of the Town of Century, Florida, on November 1, 2021; Resolution No. 22-21 duly adopted by the Issuer on October 18, 2021 (the "Inducement Resolution"); and the Bond Resolution (herein defined), approvals have been duly and validly provided pursuant to the Act to issue revenue bonds for the purpose of providing funds to finance or refinance all or any part of the cost of the Series 2021 Project (as defined herein) which constitutes a "project" as defined in the Act.

The Borrower and Imagine Schools at West Melbourne ..... The Borrower is a Florida not-for-profit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. The Borrower operates a charter school known as Imagine Schools at West Melbourne ("Imagine Schools at West Melbourne" or the "School") pursuant to a Charter School Contract, dated August 22, 2021 (the "Charter Contract") for a term of five years between the School Board of Brevard County, Florida (the "Sponsor" or "School District"), and the Borrower. See "THE BORROWER" in this Limited Offering Memorandum.

As of December 2, for the 2021-2022 school year, the School served 535 students (grades kindergarten through 6th). Enrollment of the School is projected to grow to over _____ students in grades K-6 by the 20__-20__ school year. See "THE BORROWER" in this Limited Offering Memorandum.

Special, Limited Obligations..... PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS IS A LIMITED AND SPECIAL REVENUE OBLIGATION OF THE ISSUER PAYABLE SOLELY OUT OF THE TRUST ESTATE. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE CITY OF GULF BREEZE, FLORIDA (THE "CITY"), THE TOWN OF CENTURY (TOGETHER WITH THE CITY, THE "SPONSORING POLITICAL SUBDIVISIONS"), BREVARD COUNTY, FLORIDA (THE "LOCAL AGENCY"), THE STATE OF FLORIDA OR ANY OTHER MUNICIPALITY, PUBLIC AGENCY OR POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER, THE SPONSORING POLITICAL SUBDIVISIONS, THE LOCAL AGENCY, THE STATE OF FLORIDA OR ANY OTHER MUNICIPALITY, PUBLIC AGENCY OR POLITICAL SUBDIVISION THEREOF AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE SPONSORING POLITICAL SUBDIVISIONS, THE LOCAL AGENCY, THE STATE OF FLORIDA OR ANY OTHER MUNICIPALITY, PUBLIC AGENCY OR POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE BONDS. NO COVENANT OR AGREEMENT CONTAINED IN THE BONDS OR THE INDENTURE SHALL BE DEEMED TO BE A COVENANT OR AGREEMENT OF ANY MEMBER OF THE GOVERNING BODY OF THE ISSUER NOR SHALL ANY OFFICIAL EXECUTING THE BONDS BE LIABLE PERSONALLY ON THE BONDS OR BE SUBJECT TO ANY PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE OF THE BONDS. THE ISSUER HAS NO TAXING POWER. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2021 BONDS" and "APPENDIX F – FORMS OF PRINCIPAL FINANCING DOCUMENTS" in this Limited Offering Memorandum.

Registration and Denominations. The Series 2021 Bonds are being issued as fully registered bonds in Authorized Denominations, defined as (i) denominations of $100,000 and any integral multiple of $5,000 in excess thereof, except that a Series 2021 Bond may be exchanged after mandatory redemption for a Series 2021 Bond in a denomination of less than $5,000 or any integral multiple thereof to the extent necessary to represent the unredeemed portion of any Series 2021 Bond and (ii) with respect to a Series of Additional Bonds, the amount set forth in the Supplemental Indenture approved by the Issuer authorizing such Additional Bonds. Upon initial issuance, the ownership of the Series 2021 Bonds will be registered in the registration books of the Issuer kept by the Trustee, in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC") to which principal, or redemption price of, if any, and interest payments on the Series 2021 Bonds will be made. Purchasers of the Series 2021 Bonds will not receive physical delivery of bond certificates. See "THE SERIES 2021 BONDS" and "APPENDIX I – BOOK-ENTRY ONLY SYSTEM" in this Limited Offering Memorandum.

Payment Provisions ..... Interest accrues on the Series 2021 Bonds at the rates set forth on the inside front cover hereof from the date of issue and is payable on June 15 and December 15 of each year, commencing June 15, 2022. The Series 2021 Bonds mature on the dates set forth on the inside cover hereof. See "THE SERIES 2021 BONDS" in this Limited Offering Memorandum.

Redemption ..... The Series 2021 Bonds are subject to optional, mandatory and extraordinary mandatory redemption prior to maturity as provided herein. See "THE SERIES 2021 BONDS – Redemption Provisions" in this Limited Offering Memorandum.

Security..... The Series 2021 Bonds and all Additional Bonds (as defined herein and together with the Series 2021 Bonds, the "Bonds") are secured by an assignment and pledge of:

(a) The rights, title and interests of the Issuer in the Loan Agreement, as amended from time to time, between the Issuer and the Borrower;

(b) The rights, title and interests of the Issuer, if any, in the Mortgaged Estate, subject to Permitted Encumbrances;

(c) The Loan Payments;

(d) The rights, title and interests of the Issuer, if any, and the Borrower under the Mortgage and the rights, title and interests of the Issuer and the Borrower under the Promissory Notes;

(e) All Funds created in the Indenture (other than the Rebate Fund), except for (i) moneys or obligations deposited with or paid to the Trustee for the payment or redemption of Bonds that are no longer deemed to be Outstanding under the Indenture, and (ii) all trust accounts consisting of insurance or condemnation proceeds, subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture; and

(f) Any and all other interests in real or personal property of every name and nature from time to time hereafter by delivery or by writing specifically mortgaged, pledged or hypothecated, as and for additional security under the Indenture by the Issuer, or by anyone on its behalf or with its written consent, in favor of the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same, subject to the terms hereof (herein collectively referred to as the "Trust Estate"). See "SECURITY AND

SOURCES OF PAYMENT FOR THE SERIES 2021 BONDS" in this Limited Offering Memorandum.

Pursuant to the Loan Agreement, the Borrower has pledged to the payment of the Loan and the Promissory Notes securing such Loan, the following: (a) to the extent permitted by law, all Revenues, Accounts, and accounts receivable; (b) all of the Borrower's right, title and interest in and to the Mortgaged Estate, including all related additions, replacements, substitutions and proceeds for the purposes of securing such Loan; and (c) any and all other interests in real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind specifically mortgaged, pledged or hypothecated, as and for additional security by the Borrower or by anyone on its behalf. See "APPENDIX A – THE BORROWER AND IMAGINE SCHOOLS AT WEST MELBOURNE" in this Limited Offering Memorandum.

Loan Payments due under the Senior Bonds are secured by a Mortgage, Security Agreement, and Fixture Filing, dated the date of issuance of the Senior Bonds (the "Senior Mortgage"), from the Borrower to the Trustee. Loan Payments due under the Subordinate Bonds are secured by a Subordinate Mortgage, Security Agreement, and Fixture Filing, dated the date of issuance of the Subordinate Bonds (the "Subordinate Mortgage" and together with the Senior Mortgage, the "Mortgage"), from the Borrower to the Trustee. The Mortgage creates a lien on the Series 2021 Facilities and all other facilities which are financed or refinanced with the proceeds of any Series of Bonds in favor of the Trustee on behalf of and for the benefit of the Bondholders. The Senior Bonds shall be secured by the Senior Mortgage on a basis senior to the Subordinate Bonds and the Subordinate Bonds shall be secured by the Subordinate Mortgage on a basis subordinate and junior to the Senior Bonds. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2021 BONDS" in this Limited Offering Memorandum.

Long Term Debt Service Coverage Ratio ..... Within 45 days of the end of each Coverage Ratio Testing Period, and no later than November 30 following the end of each Fiscal Year, commencing with the twelve month period ending June 30, 2022, in connection with the delivery of the annual audited financial statements required to be delivered by the Borrower pursuant to the Loan Agreement, the Borrower will deliver to the Trustee and the Bondholder Representative, a certificate stating the Coverage Ratio for the Coverage Ratio Testing Period then ended. The Coverage Ratio shall be (i) 1.10 or above for each Coverage Ratio Testing Period from the Coverage Ratio Testing Period ending June 30, 2022, through and including the Coverage Ratio Testing Period ending June 30, 2026, and (ii) 1.20 or above for each Coverage Ratio Testing Period thereafter. If such Coverage Ratio is below the applicable level for any Coverage Ratio Testing Period, the Borrower shall, within 15 days following the related reporting date, retain, at its expense, a Management Consultant to submit a written report and make recommendations within 45 days of being retained (a copy of such report and recommendations shall be filed with the Trustee, the Bondholder Representative, and EMMA) with respect to increasing Revenues, decreasing Operating Expenses or other financial matters of the Borrower which are relevant to increasing the Coverage Ratio to at least the required level. See "CERTAIN COVENANTS OF THE BORROWER – Long-Term Debt Service Coverage Ratio" in this Limited Offering Memorandum.

Cash on Hand Requirement ..... The Borrower covenants and agrees to provide the Trustee and the Bondholder Representative not later than 45 days after each Days Cash on Hand Testing Date with a certificate stating the Days Cash on Hand as of the applicable Days Cash on Hand Testing Date. In the event that Days Cash on Hand falls below

the requirement set forth above as of any testing date, the Borrower shall retain a Management Consultant within 15 days following the related reporting date at the Borrower's expense. The Bondholder Representative or, if there is no Bondholder Representative, the Beneficial Owners of the Bonds then Outstanding shall have the right to object the Borrower's selection of a Management Consultant and the Bondholder Representative or, if there is no Bondholder Representative, the Beneficial Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding so objecting may direct the Borrower to select an alternate Management Consultant pursuant to the Loan Agreement. Within 45 days of being retained, the Management Consultant shall make appropriate recommendations in order to bring the Borrower into compliance with the provisions of the Loan Agreement. See "CERTAIN COVENANTS OF THE BORROWER – Cash on Hand Requirement" in this Limited Offering Memorandum.

Capital Reserve Fund Requirement..... The Series 2021 Bonds are not secured by a debt service reserve fund; however, the Borrower will fund and hold a Capital Reserve Fund. The Borrower shall deposit or cause to be deposited, in the aggregate, the full Capital Reserve Fund Contribution in one or more deposits on one or more dates prior to June 30 of each Fiscal Year, commencing with the Fiscal Year ending June 30, 2022. See "CERTAIN COVENANTS OF THE BORROWER – Capital Needs Assessment" and "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2021 BONDS" in this Limited Offering Memorandum.

Bondholders' Risks..... Purchase of the Series 2021 Bonds involves a degree of risk and the Series 2021 Bonds are a speculative investment. Prospective purchasers are advised to read this entire Limited Offering Memorandum and the Appendices attached hereto in their entirety, particularly the section "BONDHOLDERS' RISKS" in this Limited Offering Memorandum, for a discussion of certain risk factors, which should be considered in connection with an investment in the Series 2021 Bonds.

Voluntary Borrower Continuing Disclosure..... Although the Series 2021 Bonds are exempt from the ongoing reporting requirements under Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission (the "SEC"), in order to assist in the marketability of the Series 2021 Bonds, the Borrower has voluntarily agreed to comply with the provisions Continuing Disclosure Agreement, dated December 1, 2021 (the "Continuing Disclosure Agreement"), between the Borrower and Digital Assurance Certification, LLC (the "Continuing Disclosure Agent") See "BORROWER VOLUNTARY CONTINUING DISCLOSURE" and "APPENDIX H – FORM OF CONTINUING DISCLOSURE AGREEMENT" in this Limited Offering Memorandum.

Tax Status..... In the opinion of Ice Miller LLP, Columbus, Ohio, Bond Counsel, under existing federal statutes, decisions, regulations and rulings, interest on the Tax-Exempt Bonds, as defined herein, is excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and is not a specific preference item for purposes of the federal alternative minimum tax. Such exclusion is conditioned upon continuing compliance by the Issuer and the Borrower with the Tax Covenants, all as defined herein. The Series 2021 Bonds and the interest thereon are exempt from taxation under the laws of the State of Florida, except for estate taxes and taxes imposed by Chapter 220, Florida Statutes, as amended, on interest income or profits on debt obligations owned by corporations, as defined in said Chapter 220. See "TAX MATTERS" herein and "APPENDIX

G – FORM OF OPINION OF BOND COUNSEL" in this Limited Offering Memorandum.

Delivery Information ..... The Series 2021 Bonds are offered when, as and if issued by the Issuer and accepted by Piper Sandler & Co. (the "Underwriter"), subject to prior sale or withdrawal or modification of the offer without notice and subject to the approval of validity and certain tax matters by Ice Miller LLP, Columbus, Ohio, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the Issuer and Borrower by Goren, Cherof, Doody & Ezrol, P.A., Fort Lauderdale, Florida, and for the Underwriter by Ballard Spahr LLP, Minneapolis, Minnesota. The Series 2021 Bonds are expected to be delivered in book-entry form through The Depository Trust Company on or about December __, 2021.

No Rating: ..... The Series 2021 Bonds are not rated by any national rating agency and no rating request has been made to any rating agency. See "NO RATING" in this Limited Offering Memorandum.

Financial Statements ..... The Charter School's audited financial statements for the fiscal year ended June 30, 2021 are included in this Limited Offering Memorandum as APPENDIX D. These are the most recent audited financial statements available for the Charter School. The financial statements in APPENDIX D have been audited by King & Walker, CPAs, PL, Tampa, Florida. See "AUDITED FINANCIAL STATEMENTS OF THE BORROWER" and "APPENDIX D – AUDITED FINANCIAL STATEMENTS OF THE BORROWER FOR THE FISCAL YEAR ENDED JUNE 30, 2021" in this Limited Offering Memorandum.

The unaudited interim financial statements for the three -month period ended September 30, 2021 are contained in APPENDIX E. The unaudited interim financial statements contained in APPENDIX E have been prepared by the Borrower and have not been audited, reviewed or examined by any independent accounting firm. See "APPENDIX E – UNAUDITED INTERIM FINANCIAL STATEMENTS OF THE BORROWER FOR THE THREE-MONTH PERIOD ENDED SEPTEMBER 30, 2021" in this Limited Offering Memorandum.

Budget Projection ..... The Budget Projection (the "Budget Projection") attached hereto in APPENDIX B is a projection of the future financial performance of the Borrower based upon certain assumptions made by the Operator and the Borrower and contained therein. No assurances can be given that the operations of the Borrower will equal or exceed the projected future financial performance set forth in the Budget Projection. The Budget Projection is for the fiscal years of the Borrower ending June 30, 2022 through June 30, 20__.

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Limited Offering Memorandum
relating to:

Capital Trust Agency
Educational Facilities Revenue Bonds
(Imagine Schools at West Melbourne Project)
$_____ Series 2021A (Senior)
$_____ Series 2021B (Subordinate)
$_____ Taxable Series 2021C (Subordinate)

INTRODUCTION

This Limited Offering Memorandum, including the cover page, inside cover page and Appendices, provides certain information with respect to the issuance and sale by Capital Trust Agency (the "Issuer"), of its (i) Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021A (Senior) (the "Series 2021A Bonds" or the "Senior Bonds"), in the original aggregate principal amount of $_____, (ii) Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021B (Subordinate) (the "Series 2021B Bonds" and, together with the Series 2021A Bonds, the "Tax-Exempt Bonds"), in the original aggregate principal amount of $_____, and (iii) Taxable Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021C (Subordinate) (the "Series 2021C Bonds" and, together with the Series 2021B Bonds, the "Subordinate Bonds"), in the original aggregate principal amount of $_____, pursuant to the Bond Resolution (as defined herein) and an Indenture of Trust dated as of December 1, 2021 (the "Indenture") between the Issuer and UMB Bank, National Association, as trustee (the "Trustee"). Except as otherwise set forth herein, capitalized terms used but not defined in this Limited Offering Memorandum shall have the meanings assigned to them in the Indenture. The Series 2021A Bonds, the Series 2021B Bonds and the Series 2021C Bonds are referred to collectively herein, as the "Series 2021 Bonds." Under the terms of the Indenture, Rosemawr Management LLC (the "Bondholder Representative") has been named Bondholder Representative for the Bondholders. See "APPENDIX F – FORMS OF PRINCIPAL FINANCING DOCUMENTS" in this Limited Offering Memorandum.

The Series 2021 Bonds and all Additional Bonds (as defined herein and together with the Series 2021 Bonds, the "Bonds") are secured by an assignment and pledge of:

(a) The rights, title and interests of the Issuer in the Loan Agreement, as amended from time to time, between the Issuer and the Borrower;

(b) The rights, title and interests of the Issuer, if any, in the Mortgaged Estate, subject to Permitted Encumbrances;

(c) The Loan Payments;

(d) The rights, title and interests of the Issuer, if any, and the Borrower under the Mortgage and the rights, title and interests of the Issuer and the Borrower under the Promissory Notes;

(e) All Funds created in the Indenture (other than the Rebate Fund), except for (i) moneys or obligations deposited with or paid to the Trustee for the payment or redemption of Bonds that are no longer deemed to be Outstanding under the Indenture, and (ii) all trust accounts consisting of insurance or condemnation proceeds, subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture; and

(f) Any and all other interests in real or personal property of every name and nature from time to time hereafter by delivery or by writing specifically mortgaged, pledged or hypothecated, as and for additional security under the Indenture by the Issuer, or by anyone on its behalf or with its written consent, in favor of the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same, subject to the terms hereof (herein collectively referred to as the "Trust Estate"). See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2021 BONDS" in this Limited Offering Memorandum.

The Series 2021 Bonds are being issued to fund a loan (the "Loan") by the Issuer to Milestones Community School, Inc. d/b/a Imagine Schools at West Melbourne (the "Borrower"), a Florida not-for-profit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), pursuant to a Loan Agreement, dated as of December 1, 2021 (the "Loan Agreement"), by and between the Issuer and the Borrower. See "APPENDIX F – FORMS OF PRINCIPAL FINANCING DOCUMENTS" attached to this Limited Offering Memorandum. The proceeds of the Series 2021 Bonds will be used, along with other legally available funds of the Borrower, for the purposes of financing or refinancing (i) the acquisition, installation, improvement and equipping of an existing approximately 54,707 square foot educational facility to accommodate approximately 850 students in grades K-8 at an educational institution known as Imagine Schools at West Melbourne, located on an approximately 10-acre parcel located at 3355 Imagine Way, West Melbourne, Florida 32904, including related facilities, fixtures, furnishings and equipment (collectively, the "Series 2021 Facilities"); (ii) the funding of the Capital Reserve Fund for the Series 2021 Facilities; (iii) the funding of capitalized interest for the Series 2021 Bonds; and (iv) the payment of certain costs of issuing the Series 2021 Bonds (collectively, the "Series 2021 Project"). The Borrower operates the Imagine Schools at West Melbourne (the "Imagine Schools at West Melbourne" or "School") at the Site. See "ESTIMATED SOURCES AND USES OF FUNDS," "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2021 BONDS" and "SERIES 2021 PROJECT" in this Limited Offering Memorandum.

The Series 2021 Bonds are not a suitable investment for all investors (see "BONDHOLDERS' RISKS" in this Limited Offering Memorandum). Prospective investors in the Series 2021 Bonds are invited to visit Imagine Schools at West Melbourne, ask questions of representatives of the Borrower and to request documents, instruments and information which may not necessarily be referred to, summarized or described herein. Therefore, prospective investors should utilize the information appearing in this Limited Offering Memorandum within the context of and in conjunction with availability of such additional information and the sources thereof.

The Borrower operates a charter school known as Imagine Schools at West Melbourne pursuant to a Charter School Contract, dated August 22, 2021 (the "Charter Contract"), which has a term of five years between the School Board of Brevard County, Florida (the "Sponsor" or "School Board"), and the Borrower. See "THE BORROWER" and "APPENDIX A – THE BORROWER AND IMAGINE SCHOOLS AT WEST MELBOURNE" in this Limited Offering Memorandum.

As of December 2, 2021 for the 2021-2022 school year, the School served 535 students (grades kindergarten through 6th). Enrollment of the School is projected to grow to over _____ students in grades K-6 by the 20__-20__ school year. See "THE BORROWER" in this Limited Offering Memorandum.

Loan Payments due under the Senior Bonds are secured by a Mortgage, Security Agreement, and Fixture Filing, dated the date of issuance of the Senior Bonds (the "Senior Mortgage"), from the Borrower to the Trustee. Loan Payments due under the Subordinate Bonds are secured by a Subordinate Mortgage, Security Agreement, and Fixture Filing, dated the date of issuance of the Subordinate Bonds (the "Subordinate Mortgage" and together with the Senior Mortgage, the "Mortgage"), from the Borrower to

the Trustee. The Mortgage creates a lien on the Series 2021 Facilities and all other facilities which are financed or refinanced with the proceeds of any Series of Bonds in favor of the Trustee on behalf of and for the benefit of the Bondholders. The Senior Bonds shall be secured by the Senior Mortgage on a basis senior to the Subordinate Bonds and the Subordinate Bonds shall be secured by the Subordinate Mortgage on a basis subordinate and junior to the Senior Bonds. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2021 BONDS" in this Limited Offering Memorandum.

PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS IS A LIMITED AND SPECIAL REVENUE OBLIGATION OF THE ISSUER PAYABLE SOLELY OUT OF THE TRUST ESTATE. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE CITY OF GULF BREEZE, FLORIDA (THE "CITY"), THE TOWN OF CENTURY (TOGETHER WITH THE CITY, THE "SPONSORING POLITICAL SUBDIVISIONS"), BREVARD COUNTY, FLORIDA (THE "LOCAL AGENCY"), THE STATE OF FLORIDA OR ANY OTHER MUNICIPALITY, PUBLIC AGENCY OR POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER, THE SPONSORING POLITICAL SUBDIVISIONS, THE LOCAL AGENCY, THE STATE OF FLORIDA OR ANY OTHER MUNICIPALITY, PUBLIC AGENCY OR POLITICAL SUBDIVISION THEREOF AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE SPONSORING POLITICAL SUBDIVISIONS, THE LOCAL AGENCY, THE STATE OF FLORIDA OR ANY OTHER MUNICIPALITY, PUBLIC AGENCY OR POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE BONDS. NO COVENANT OR AGREEMENT CONTAINED IN THE BONDS OR THE INDENTURE SHALL BE DEEMED TO BE A COVENANT OR AGREEMENT OF ANY MEMBER OF THE GOVERNING BODY OF THE ISSUER NOR SHALL ANY OFFICIAL EXECUTING THE BONDS BE LIABLE PERSONALLY ON THE BONDS OR BE SUBJECT TO ANY PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE OF THE BONDS. THE ISSUER HAS NO TAXING POWER.

This Limited Offering Memorandum contains brief descriptions of the Issuer, the Borrower, Imagine Schools at West Melbourne, and the Series 2021 Project, information with respect to the use of the proceeds of the Series 2021 Bonds, summaries of certain provisions of the Series 2021 Bonds, the Indenture, the Loan Agreement, the Charter Contract, and the Mortgage. The summaries of the documents contained herein are not complete or definitive, and every statement made in this Limited Offering Memorandum concerning any provision of any document is qualified by reference to such document in its entirety. Copies of certain of these documents are attached to this Limited Offering Memorandum as appendices. Further, APPENDIX G to this Limited Offering Memorandum contains a copy of the proposed approving Opinion of Bond Counsel with respect to the Series 2021 Bonds.

Forward-Looking Statements

This Limited Offering Memorandum contains certain statements that are "forward-looking" statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934, both as amended. All statements other than statements of historical facts included in this Limited Offering Memorandum, including without limitation statements that use terminology such as "estimate," "expect," "intend," "anticipate," "believe," "may," "will," "continue" and similar expressions, are forward-looking statements. These forward-looking statements include, among other things, the discussions related to the Borrower's charter school operations and expectations regarding student enrollment, future operations, revenues, capital resources and expenditures for capital projects. Although the Borrower believes that the assumptions upon which the forward-looking statements contained in this Limited Offering Memorandum are based are reasonable, any of the

assumptions could prove to be inaccurate and, as a result, the forward-looking statements based on those assumptions also could be incorrect. All phases of the operations of the Borrower, including the Borrower's operation of Imagine Schools at West Melbourne, involve risks and uncertainties, many of which are outside the control of the Borrower and any one of which, or a combination of which, could materially affect the results of the Borrower's operations and whether the forward-looking statements ultimately prove to be correct. Factors that could cause actual results to differ from those expected include, but are not limited to, general economic conditions such as inflation and interest rates, both nationally and in the areas of the State where the Series 2021 Facilities are located; changes in general business regulation that could adversely impact the Borrower's operations; the willingness of the State to fund charter school operations at present or increased levels; competitive conditions within Imagine Schools at West Melbourne's market, including the acceptance of the education services offered by Imagine Schools at West Melbourne; lower enrollments than projected; unanticipated expenses; the capabilities of the Borrower's management; changes in government regulation of the education industry or in the State charter school statute; future claims for accidents or other torts at the Series 2021 Facilities and the extent of insurance coverage for such claims; and other risks discussed in this Limited Offering Memorandum. Important factors that could cause actual results to differ materially from the Borrower's expectations ("cautionary statements") are disclosed in this Limited Offering Memorandum including in conjunction with the forward-looking statements included in this Limited Offering Memorandum, under "BONDHOLDERS' RISKS," "APPENDIX A – THE BORROWER AND IMAGINE SCHOOLS AT WEST MELBOURNE" and "APPENDIX B – BUDGET PROJECTION."

NO REPRESENTATION OR ASSURANCE CAN BE GIVEN THAT THE BORROWER WILL REALIZE REVENUES IN AMOUNTS SUFFICIENT TO MAKE THE REQUIRED LOAN PAYMENTS UNDER THE LOAN AGREEMENT. THE REALIZATION OF FUTURE REVENUES IS DEPENDENT UPON, AMONG OTHER THINGS, THE MATTERS DESCRIBED IN THE FOREGOING PARAGRAPH AND FUTURE CHANGES IN ECONOMIC AND OTHER CONDITIONS THAT ARE UNPREDICTABLE AND CANNOT BE DETERMINED AT THIS TIME. SEE "BONDHOLDERS' RISKS" HEREIN. THE UNDERWRITER AND THE BORROWER'S FINANCIAL ADVISOR (AS DEFINED HEREIN) MAKES NO REPRESENTATION AS TO THE ACCURACY OF THE BUDGET PROJECTIONS CONTAINED HEREIN OR AS TO THE ASSUMPTIONS ON WHICH THE BUDGET PROJECTIONS ARE BASED. NEITHER THE BORROWER NOR THE OPERATOR EXPECT OR INTEND TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD LOOKING STATEMENTS OR TO THE BUDGET PROJECTIONS IF OR WHEN THEIR EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH FORECASTS ARE BASED, OCCUR.

Bondholders' Risks

Certain risks associated with an investment in the Series 2021 Bonds are discussed under "BONDHOLDERS' RISKS."

Limited Offering; Transfer Restrictions

EACH INITIAL BENEFICIAL OWNER OF THE SERIES 2021 BONDS SHALL BE EITHER (I) A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED HEREIN); OR (II) AN "ACCREDITED INVESTOR" (AS DEFINED HEREIN) AND HAS PROVIDED THE ISSUER AND THE TRUSTEE WITH A CERTIFICATE IN THE FORM ATTACHED HERETO AS APPENDIX J. THE SERIES 2021 BONDS MAY NOT AFTER THE INITIAL SALE THEREOF BE TRANSFERRED TO ANY BENEFICIAL OWNER THAT IS NOT A QUALIFIED INSTITUTIONAL BUYER OR AN ACCREDITED INVESTOR.

Authorized Denominations means $100,000 and whole multiples of $5,000 in excess thereof.

This Limited Offering Memorandum (including the Appendices hereto) contains descriptions of, among other matters, the Indenture, the Loan Agreement, the Mortgage, the Issuer, the Series 2021 Project, the Borrower, and the Series 2021 Bonds. Such descriptions and information do not purport to be comprehensive or definitive. All references to documents described herein are qualified in their entirety by reference to such documents, copies of which are attached as "APPENDIX F – FORMS OF PRINCIPAL FINANCING DOCUMENTS."

THE ISSUER

General

The Issuer is a legal entity duly created and a public agency duly organized and existing under the laws of the State established for the purposes set forth under Chapter 163, Part I, Chapter 166, Part II, Chapter 617, Florida Statutes, as amended; the Gulf Breeze Ordinance, the Century Ordinance and the Interlocal Agreement (as each term is defined in the Indenture) and with powers as a "local agency" under Chapter 159, Part II, Florida Statutes, and other applicable provisions of law (collectively, the "Act"). By Resolution No. 62-2021, duly adopted by the City Council of the City of Gulf Breeze, Florida, on November 1, 2021; Resolution No. 21-2021 duly adopted by the Town Council of the Town of Century, Florida, on November 1, 2021; Resolution No. 22-21 duly adopted by the Issuer on October 18, 2021 (the "Inducement Resolution") and Resolution No. 37-21, duly adopted by the Issuer on December 2, 2021 (together with the Inducement Resolution, the "Bond Resolution"), approvals have been duly and validly provided pursuant to the Act to issue revenue bonds for the purpose of providing funds to finance or refinance all or any part of the cost of the Series 2021 Project (as defined herein) which constitutes a "project" as defined in the Act.

The Issuer neither has nor assumes responsibility for any information in this Limited Offering Memorandum, except for the information under the captions "THE ISSUER" and "LITIGATION – No Proceedings Against the Issuer." Although this Limited Offering Memorandum contains information from sources believed to be reliable, the Issuer makes no representations as to the contents of this Limited Offering Memorandum other than those referenced above. THE ISSUER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY, SUFFICIENCY OF DISCLOSURE OR COMPLETENESS OF ANY INFORMATION PROVIDED BY THE BORROWER, THE TRUSTEE OR ANY OTHER PERSON.

The Issuer's Fees and Expenses, including any charges for indemnity, relating to the Series 2021 Bonds, the Series 2021 Facilities or the Series 2021 Project are paid from the Administration Fund established under the Indenture and as required under the Loan Agreement.

Validation

On December 12, 2018, the Circuit Court of the Second Judicial Circuit in and for Leon County, Florida entered a final judgment of validation confirming and validating the Issuer's conduit revenue bond program and the bonds issued pursuant thereto, which include the Series 2021 Bonds.

Limited Involvement of the Issuer

The Issuer has no obligation to review, control or oversee the activities of the Trustee or the Borrower or the compliance by any of them with any covenants or provisions of the Bond Documents or any related documents, including (without limitation) any covenants that relate to the excludability from gross income of interest on the Series 2021A Bonds.

The Issuer shall be under no obligation to institute any suit or to take any remedial proceeding during an Event of Default under the Indenture or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of any of the trusts thereby created or in the enforcement of any rights and powers thereunder, including, without limitation, its acceptance or possession of the Series 2021 Project or any component thereof, until it shall be indemnified to its satisfaction against any and all costs, expenses, outlays and counsel fees and other disbursements, and against all liability. The Issuer nevertheless may, in its sole discretion, but is not required to, begin suit, or appear in and defend a suit, or do anything else in its judgment proper to be done by it as such Issuer, without indemnity, and in such case the Issuer shall be entitled to reimbursement from any money under the Indenture and, subject to the prior rights of the Trustee, shall be entitled to a preference therefor over any Series 2021 Bonds outstanding under the Indenture.

The Issuer shall be entitled to advice of counsel concerning all matters under the Indenture and its duties under the Indenture and the other Bond Documents. The Issuer may in all cases pay such compensation to such attorneys, agents and receivers and shall be entitled to reimbursement from the Borrower for all such compensation paid. The Issuer may act upon the opinion or advice of counsel, accountants, or such other professionals as the Issuer deems necessary. The Issuer shall not be responsible for any loss or damage resulting from any action or non-action based on its good faith reliance upon such opinion or advice.

The permissive right of the Issuer to do things enumerated in the Indenture or in the other Bond Documents to which the Issuer is a party shall not be construed as duties until specifically undertaken by the Issuer. The Issuer shall only be responsible for the performance of the duties expressly set forth in the Indenture and in the other Bond Documents to which it is a party and shall not be answerable for other than its willful misconduct in the performance of those express duties.

The Issuer shall be protected in acting upon any opinion of counsel, notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons and which is not contrary to the express terms of the Indenture, the Loan Agreement or any other Bond Documents. Any action taken by the Issuer pursuant thereto upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent as the Holder of any Series 2021 Bond as shown on the Bond Register will be conclusive and binding upon all future owners or holders of the same Series 2021 Bonds and upon Series 2021 Bonds issued in exchange therefor or in place of such Series 2021 Bonds.

Limited Recourse on Series 2021 Bonds of the Issuer

PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS IS A LIMITED AND SPECIAL REVENUE OBLIGATION OF THE ISSUER PAYABLE SOLELY OUT OF THE TRUST ESTATE. THE SERIES 2021 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE SPONSORING POLITICAL SUBDIVISIONS, THE LOCAL AGENCY, THE STATE OR ANY OTHER MUNICIPALITY, PUBLIC AGENCY OR POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER, THE SPONSORING POLITICAL SUBDIVISIONS, THE LOCAL AGENCY, THE STATE OR ANY OTHER MUNICIPALITY, PUBLIC AGENCY OR POLITICAL SUBDIVISION THEREOF AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE SPONSORING POLITICAL SUBDIVISIONS, THE LOCAL AGENCY, THE STATE OR ANY OTHER MUNICIPALITY, PUBLIC AGENCY OR POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR

INTEREST ON THE SERIES 2021 BONDS. NO COVENANT OR AGREEMENT CONTAINED IN THE SERIES 2021 BONDS OR THE INDENTURE SHALL BE DEEMED TO BE A COVENANT OR AGREEMENT OF ANY MEMBER OF THE GOVERNING BODY OF THE ISSUER NOR SHALL ANY OFFICIAL EXECUTING SUCH SERIES 2021 BONDS BE LIABLE PERSONALLY ON THE SERIES 2021 BONDS OR BE SUBJECT TO ANY PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE OF THE SERIES 2021 BONDS. THE ISSUER HAS NO TAXING POWER.

No recourse under or upon any obligation, covenant or agreement contained in the Bond Documents or under any judgment obtained against the Issuer, or the enforcement of any assessment, or any legal or equitable proceedings by virtue of any constitution or statute or otherwise, or under any circumstances under or independent of the Indenture or any claim based thereon or otherwise in respect thereof, shall be had against the Sponsoring Political Subdivisions, the Local Agency, the Issuer or any incorporator, member, director, officer, employee, agent or counsel as such, past, present or future of the Issuer, the Sponsoring Political Subdivision or the Local Agency, either directly or through the Issuer or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to the Holder of any Series 2021 Bond issued under the Indenture, or otherwise, of any sum that may be due and unpaid by the Issuer upon any such Series 2021 Bond. Any and all personal liability of every nature whether at common law or in equity or by statute or by constitution or otherwise of any such incorporator, member, director, officer, employee, agent or counsel, as such, to respond by reason of any act or omission on his part or otherwise, for the payment for or to the Holder of any Series 2021 Bond issued under the Indenture or otherwise of any sum that may remain due and unpaid upon the Series 2021 Bond secured by the Indenture or any of them is, by the acceptance thereof, expressly waived and released as a condition of and in consideration for the execution of the Indenture and the issuance of the Series 2021 Bonds.

Notwithstanding anything to the contrary contained in the Indenture, the Series 2021 Bonds, the Loan Agreement or in any other instrument or document executed by or on behalf of the Issuer in connection with the issuance of the Series 2021 Bonds: (i) the Issuer shall have no obligation to take action under the Loan Agreement, the Indenture, the Series 2021 Bonds or any other Bond Document, or any such other instruments or documents, unless the Issuer is reasonably requested in writing by an appropriate person to take such action and is provided with indemnity and assurances satisfactory to it of payment of or reimbursement for any expenses (including attorneys' fees) in such action; (ii) neither the Issuer nor any member, director, officer, employee or agent of the Issuer shall be personally liable to the Borrower, the Trustee, the Holders of the Series 2021 Bonds, or any other person for any action taken by the Issuer or by its officers, agents or employees or for any failure to take action under the Indenture, the Loan Agreement, the Series 2021 Bonds, any other Bond Document, or any such other instruments or documents, except that the Issuer agrees to take, or to refrain from taking, any action if so required by an injunction or if required to comply with any final judgment for specific performance; and (iii) any judgment rendered against the Issuer for breach of its obligations under the Indenture, the Loan Agreement, the Series 2021 Bonds or such other instruments or documents, shall be payable solely from funds paid in accordance with or recovered pursuant to the Loan Agreement or revenues therefrom that have been pledged to payment of the Series 2021 Bonds or proceeds of the Series 2021 Bonds, and no personal liability or charge payable directly or indirectly from the general funds of the Issuer shall arise therefrom.

No agreements or provisions contained in the Indenture nor any agreement, covenant or undertaking by the Issuer contained in any document executed by the Issuer in connection with the Series 2021 Project or the issuance, sale and delivery of the Series 2021 Bonds shall give rise to any pecuniary liability of the Issuer or a charge against its general credit, or shall obligate the Issuer financially in any way except with respect to the Loan Agreement and the application of revenues therefrom and the proceeds of the Series 2021 Bonds. No failure of the Issuer to comply with any term, condition, covenant

or agreement in the Indenture shall subject the Issuer, its incorporators, members, directors, officers, employees, agents and counsel to liability for any claim for damages, costs or other financial or pecuniary charge except to the extent that the same can be paid or recovered in accordance with the Loan Agreement or revenues therefrom that have been pledged to payment of the Series 2021 Bonds or proceeds of the Series 2021 Bonds.

Nothing in the Indenture shall preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Issuer for any failure to comply with any term, condition, covenant or agreement therein; provided, that (i) prior to the official filing of any petition or complaint against the Issuer, provision shall have been made in a manner satisfactory to the Issuer, for payment of its costs and expenses relating to any such petition or complaint, and (ii) no costs, expenses, damages, or other monetary relief shall be recoverable from the Issuer or its members, trustees, officers, directors, employees, agents and counsel, except as may be payable pursuant to the Loan Agreement or revenues therefrom that have been pledged to payment of the Series 2021 Bonds or the proceeds of the Series 2021 Bonds.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Pursuant to Section 517.051, Florida Statutes, as amended, no person may directly or indirectly offer or sell securities of the Issuer except by an offering circular containing full and fair disclosure of all defaults as to principal or interest on its obligations since December 31, 1975, as provided by rule of the Florida Department of Financial Services (the "Department"). Pursuant to Rule 69W-400.003, Florida Administrative Code, the Department has required the disclosure of the amounts and types of defaults, any legal proceedings resulting from such defaults, whether a trustee or receiver has been appointed over the assets of the Issuer, and certain additional financial information, unless the Issuer believes in good faith that such information would not be considered material by a reasonable investor.

As described herein, the Issuer has the power to issue bonds or notes for the purpose of financing other projects for other borrowers which are payable from the revenues of the particular project or borrower. Revenue bonds issued by the Issuer for other projects may be in default as to principal and interest. The source of payment, however, for any such defaulted bond is separate and distinct from the source of payment of the Series 2021 Bonds and, therefore, any default on such bonds would not, in the judgment of the Issuer, be considered material by a potential purchaser of the Series 2021 Bonds.

Rule 69W-400.03, Rules for Government Securities, promulgated by the Florida Office of Financial Regulation, under Section 517.051(1), Florida Statutes ("Rule 69W-400.03"), requires the Issuer to disclose each and every default as to the payment of principal and interest with respect to an obligation issued by the Issuer after December 31, 1975. Rule 69W-400.03 further provides, however, that if the Issuer in good faith believes that such disclosures would not be considered material by a reasonable investor, such disclosures may be omitted. The Issuer, in the case of the Series 2021 Bonds, is merely a conduit for payment, in that the Series 2021 Bonds do not constitute a general debt, liability or obligation of the Issuer, but are instead secured by and payable solely from amounts payable under the Loan Agreement pledged in the Indenture (exclusive of the fees and expenses of the Issuer and amounts payable to the Issuer as indemnification under certain circumstances), and amounts on deposit in the funds created under the Indenture (other than the Rebate Fund). The Series 2021 Bonds are not being offered on the basis of the financial strength or condition of the Issuer. The Issuer believes, therefore, that disclosure of any default related to a financing not involving the Borrower or any person or entity related to the Borrower would not be material to a reasonable investor. Accordingly, the Issuer has not taken affirmative steps to contact any trustee of any other conduit bond issue of the Issuer to determine the existence of prior defaults. To the knowledge of the Issuer, based solely upon information provided by

the Borrower, the Borrower has not been in default as to payment of principal or interest with respect to its obligations related to such bonds at any time after December 31, 1975.

THE BORROWER

The Borrower is a Florida not-for-profit corporation and an organization described in Section 501(c)(3) of the Code. The Borrower operates the Imagine Schools at West Melbourne (the "School") from the Series 2021 Facilities pursuant to the Charter Contract. The Borrower has received a determination letter to the effect that it is an organization exempt from federal income taxation pursuant to Section 501(a) of the Internal Revenue Code of 1986, as amended (the "Code"), as a result of the application of Section 501(c)(3) of the Code. See "APPENDIX C – GENERAL INFORMATION REGARDING FLORIDA CHARTER SCHOOLS" in this Limited Offering Memorandum. For additional information on the Borrower and the Charter Contract, see "APPENDIX A – THE BORROWER AND IMAGINE SCHOOLS AT WEST MELBOURNE" in this Limited Offering Memorandum.

The Borrower operates a charter school known as Imagine Schools at West Melbourne pursuant to a Charter School Contract, dated August 22, 2021 (the "Charter Contract"), which has a term of five years between the School Board of Brevard County, Florida (the "Sponsor" or "School Board"), and the Borrower. See "THE BORROWER" and "APPENDIX A – THE BORROWER AND IMAGINE SCHOOLS AT WEST MELBOURNE" in this Limited Offering Memorandum. As of December 2, 2021 for the 2021-2022 school year, the School served 535 students (grades kindergarten through 6th). Enrollment of the School is projected to grow to over _____ students in grades K-6 by the 20__-20__ school year. See "THE BORROWER" in this Limited Offering Memorandum. The Borrower will acquire, install and equip the Series 2021 Facilities with proceeds of the Series 2021 Bonds.

THE OPERATOR

The School will enter into an Amended and Restated Charter School Operating Agreement (the "Operating Agreement") effective the date of issuance of the Series 2021 Bonds with Imagine Schools, Inc. (the "Operator") a Delaware nonprofit corporation and an organization described in Section 501(c)(3) of the Code, as its outside manager. The Operating Agreement is in effect, unless terminated or cancelled in accordance with the Operating Agreement, until the termination or expiration of the Charter Contract and automatically extends for the duration of the Charter Contract.

Certain information about the principles of the Operator and the specific services provided by the Operator to the School is set forth in "APPENDIX A – THE BORROWER AND IMAGINE SCHOOLS AT WEST MELBOURNE – – The Operator" in this Limited Offering Memorandum.

The Operator implements the School's educational goals and programs as dictated in the Charter Contract. Not less than quarterly, the Operator will present the Board with reports that detail the progress towards implementing the educational goals and programs of the School. The Operator is a separate entity from the Borrower and the School, and is accountable to the Board.

The failure of the Operator to maintain its status as an organization described in Section 501(c)(3) of the Code or to comply with the Tax Covenants (as defined herein) could result in loss of tax exemption for federal income tax purposes of interest on the Series 2021 Tax-Exempt Bonds. An opinion that the Operator has been determined to be an organization that is exempt from federal income taxation under the Code, by virtue of being an organization described in Section 501(c)(3) of the Code and that the Operator has conducted its operations and made all necessary filings to maintain its status as an exempt

organization described in Section 501(c)(3) of the Code and has not received notice or any other communication from the IRS questioning its status as an organization described in Section 501(c)(3) of the Code will be delivered on the date of issuance of the Series 2021 Bonds (the "Closing Date") by counsel to the Operator. See "BONDHOLDERS' RISKS – Loss of Tax-Exempt Status."

In connection with the issuance of the Series 2021 Bonds, under the terms of the Operating Agreement, the Operator has agreed to subordinate certain of its operator fees payable under the Operating Agreement. See "BONDHOLDERS' RISKS – Operator Agreement" and "CERTAIN COVENANTS OF THE BORROWER – Operator Fees" in this Limited Offering Memorandum for a more complete discussion of such subordination provisions.

SERIES 2021 PROJECT

The Series 2021 Project consists of (i) the financing or refinancing the Series 2021 Facilities; (ii) the funding of the Capital Reserve Fund for the Series 2021 Facilities; (iii) the funding of capitalized interest for the Series 2021 Bonds; and (iv) the payment of certain costs of issuing the Series 2021 Bonds (collectively, the "Series 2021 Project"). See "ESTIMATED SOURCES AND USES OF FUNDS" and "APPENDIX A – THE BORROWER AND IMAGINE SCHOOLS AT WEST MELBOURNE – THE SERIES 2021 FACILITIES" in this Limited Offering Memorandum.

Land and Building Acquisition [to be updated]

The Borrower has entered into a [Purchase Agreement], dated _____, 20___ (the "Purchase Agreement"), to purchase the Facilities. The Borrower will purchase, using proceeds of the Series 2022 Bonds, the Facilities from [RM West Melbourne FL LLC] (the "Seller") for a purchase price of $_____. The Seller is the current landlord under the current lease pursuant to which the Borrower leases the Facilities. See "APPENDIX A – THE BORROWER AND THE FACILITIES – THE SERIES 2021 FACILITIES – Land and Building Acquisition" in this Official Statement.

The Series 2021 Facilities consist of a one-story facility built in 2009. The Series 2021 Facilities contain ___ classrooms, _____.

In Connection with the Issuance of the Series 2021 Bonds, the Borrower has obtained a an Engineer's Property Condition Assessment dated December 8, 2021 (the "Property Condition Assessment"), prepared by Property Consulting Group, Inc. The Property Condition Assessment is an independent third-party review of the property condition of the Series 2021 Facility as of December 1, 2021 with respect to the immediate and projected on-going capital needs of the Series 2021 Facility. The Property Condition Assessment recommended approximately $42,987 of near term needs such as the following: (i) replace older HVAC units built in 2007, and (ii) seal coat and stripe the parking lot. The Property Condition Assessment also identified needs over the term of the Series 2021 Bonds such as: (a) exterior painting, (b) roof replacement, and (c) additional HVAC replacement of approximately $777,550. See "APPENDIX A – THE BORROWER AND IMAGINE SCHOOLS AT WEST MELBOURNE – THE SERIES 2021 FACILITIES – Property Condition Assessment" in this Limited Offering Memorandum.

ESTIMATED SOURCES AND USES OF FUNDS

The following table sets forth the estimated sources and uses of the proceeds of the Series 2021 Bonds:

	Series 2021A Bonds	Series 2021B Bonds	Series 2021C Bonds	Total
Sources				
Par Amount				
Original Issue Discount				
Total				
Uses				
Deposit to Project Fund				
Deposit to Capital Reserve Fund				
Deposit to Capitalized Interest Subaccount				
Costs of Issuance [(1)]				
Total				

[(1)] *Includes, without limitation, Underwriter's discount, legal and advisory fees, printing costs, and other costs associated with the issuance of the Series 2021 Bonds.*

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DEBT SERVICE REQUIREMENTS

The table below sets forth the amounts required each year to be paid with respect to the Series 2021 Bonds, assuming no prepayments other than from scheduled mandatory sinking fund redemption. All amounts shown in the table below are gross debt service prior to the application of any earnings on funds and accounts established under the Indenture. Interest on the Series 2021 Bonds will be paid on June 15 and December 15 of each year, commencing June 15, 2022. Principal of the Series 2021 Bonds will be paid on June 15 of each year, commencing (i) June 15, 20__ for the Series 2021A Bonds, (ii) June 15, 20__ for the Series 2021B Bonds, and (iii) June 15, 20__ for the Series 2021C Bonds.

	Series 2021A Bonds		Series 2021B Bonds		Series 2021C Bonds		
Year Ending (June 15)	**Principal Amount**	**Interest Amount**	**Principal Amount**	**Interest Amount**	**Principal Amount**	**Interest Amount**	**Total Debt Service**
2022							
2023							
2024							
2025							
2026							
2027							
2028							
2029							
2030							
2031							
2032							
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2055							
2056							
2057							
2058							
2059							
2060							
2061							
Totals							

THE SERIES 2021 BONDS

General

The Series 2021 Bonds are being issued pursuant to the Indenture in the aggregate principal amount set forth on the cover of this Limited Offering Memorandum. The Series 2021 Bonds will be delivered as registered Bonds in Authorized Denominations, which is defined as (i) denominations of $100,000 and any integral multiple of $5,000 in excess thereof, except that a Series 2021 Bond may be exchanged after mandatory redemption for a Series 2021 Bond in a denomination of less than $5,000 in any integral multiple thereof to the extent necessary to represent the unredeemed portion of any Series 2021 Bond and (ii) with respect to a Series of Additional Bonds, the amount set forth in the Supplemental Indenture approved by the Issuer authorizing such Additional Bonds. The Series 2021 Bonds will be dated as of their date of original issuance and will bear interest at the rates set forth on the inside cover hereof from their dated date until payment of principal has been made or provided for. Interest on the Series 2021 Bonds will be calculated on the basis of a 360-day year consisting of twelve 30-day months and will be payable each June 15 and December 15, commencing June 15, 2022 (each, an "Interest Payment Date") until payment of principal has been made or provided for, payable on each Interest Payment Date. Interest accrues on the Series 2021 Bonds only on the principal amount of such Series 2021 Bonds while Outstanding, which means, as of any particular time, the principal amount of such Bonds that has been funded or deemed funded and not redeemed, repaid, or defeased as of such date. The Series 2021 Bonds will mature in the amounts and in each of the years as set forth on the inside front cover page hereof.

The Series 2021 Bonds, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and will be evidenced by one Series 2021 Bond for each series and maturity in the total aggregate principal amount of the Series 2021 Bonds of such series and maturity. Registered ownership of the Series 2021 Bonds, or any portion thereof, may not thereafter be transferred except as set forth in the Indenture. So long as Cede & Co. is the registered owner of the Series 2021 Bonds, as nominee of DTC, references herein to the Bondholders, Holders or registered owners will mean Cede & Co. as aforesaid and will not mean the Beneficial Owners of the Series 2021 Bonds. See "APPENDIX I – BOOK-ENTRY ONLY SYSTEM" in this Limited Offering Memorandum.

The principal of and interest on the Series 2021 Bonds will be payable in lawful money of the United States of America upon surrender at the Corporate Trust Office of the Trustee. The interest on any Series 2021 Bond will be payable to the person whose name appears on the registration books of the Trustee as the registered owner thereof as of the close of business on the 15th day of the calendar month immediately preceding such Interest Payment Date, whether or not such day is a Business Day (the "Record Date") for the Interest Payment Date, such interest to be paid by check mailed by first class mail, postage prepaid, on the Interest Payment Date, to the registered owner at his or her address as it appears on such registration books. Notwithstanding the foregoing, however, any Holder of all the Series 2021 Bonds and any Holder of $1,000,000 or more in an aggregate principal amount of the Series 2021 Bonds is entitled to receive payments of interest on the Series 2021 Bonds held by it by wire transfer of immediately available funds to such bank or mortgage company located within the United States of America as such Holder will designate in writing to the Trustee by the first Record Date for such payment. So long as Cede & Co. is the registered owner of the Series 2021 Bonds, principal of and interest on the Series 2021 Bonds are payable in same day funds by the Trustee to Cede & Co., as nominee for DTC.

Any such interest not so punctually paid or duly provided for will cease to be payable to the Bondholder on such Record Date and will be paid to the Person in whose name the Series 2021 Bond is

registered at the close of business on the date established by the Trustee pursuant to the Indenture as a record date for the payment of defaulted interest on the Series 2021 Bonds (the "Special Record Date"). The Special Record Date will be fixed by the Trustee, notice thereof being given to the Bondholders not less than 10 days prior to such Special Record Date.

Redemption Provisions

Optional Redemption. *The Series2021 Tax-Exempt Bonds.* The Series 2021 Tax-Exempt Bonds are subject to redemption at the option of the Issuer (which option shall be exercised upon the written direction of the Borrower from prepayment of the Series 2021 Promissory Note made by the Borrower pursuant to the Loan Agreement) in whole or in part, provided that any partial redemption of the Series 2021 Tax-Exempt Bonds shall be made *pro rata* from the Series 2021A Bonds and the Series 2021B Bonds, on any date commencing December 15, 2029 at a redemption price equal to the percentage of the principal amount redeemed set forth below, plus accrued interest to the date fixed for redemption.

Redemption Date	Redemption Price
December 15, 2029 through December 14, 2030	104%
December 15, 2030 through December 14, 2031	102
December 15, 2031 and thereafter	100

The Series 2021 Bonds are subject to redemption at the option of the Issuer (which option shall be exercised upon the written direction of the Borrower from prepayment of the Series 2021 Promissory Note made by the Borrower pursuant to the Loan Agreement) in whole on any date on or before December 14, 2029, at the Make-Whole Redemption Price.

In case of optional redemption of the Series 2021 Bonds, the Borrower shall, at least forty-five (45) days prior to the redemption date (unless a shorter notice shall be satisfactory to the Trustee), deliver a written request to the Issuer and the Trustee, with a copy to the Bondholder Representative, notifying the Issuer and the Trustee of such redemption date and of the principal amount of the Series 2021 Bonds to be redeemed and shall, on or prior to the redemption date, deliver to the Trustee funds sufficient to pay the redemption price of all Series 2021 Bonds so called for redemption.

Mandatory Sinking Subaccount Redemption. *Series 2021A Bonds.* The Series 2021A Bonds are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date, from amounts on deposit in the Bond Fund on the redemption dates and in the principal amounts as follows:

Series 2021A Term Bonds

Mandatory Redemption Date (June 15)	Principal Amount	Mandatory Redemption Date (June 15)	Principal Amount

[(1)] *Stated maturity.*

Notwithstanding the foregoing, if the maximum principal amount of Series 2021A Bonds is not funded, the principal amount to be redeemed in each year listed above commencing with 2031 shall be reduced on a pro rata basis in increments of $5,000 to take into account such unfunded principal amount.

Series 2021B Bonds. The Series 2021B Bonds are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date, from amounts on deposit in the Bond Fund on the redemption dates and in the principal amounts as follows:

Series 2021B Term Bonds

Mandatory Redemption Date (June 15)	Principal Amount	Mandatory Redemption Date (June 15)	Principal Amount

[(1)]*Stated maturity.*

Notwithstanding the foregoing, if the maximum principal amount of Series 2021B Bonds is not funded, the principal amount to be redeemed in each year listed above commencing with 2031 shall be reduced on a pro rata basis in increments of $5,000 to take into account such unfunded principal amount.

Series 2021C Bonds. The Series 2021C Bonds are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date, from amounts on deposit in the Bond Fund on the redemption dates and in the principal amounts as follows:

Series 2021C Term Bonds

Mandatory Redemption Date (June 15)	Principal Amount	Mandatory Redemption Date (June 15)	Principal Amount

[(1)]*Stated maturity.*

Mandatory Redemption Upon Determination of Taxability. The Series 2021 Bonds are subject to mandatory redemption as a whole at the Make-Whole Redemption Price upon the occurrence of a Determination of Taxability related to the Series 2021 Tax-Exempt Bonds; provided, however, that the Trustee shall not redeem the Series 2021 Bonds unless the Trustee shall have on deposit funds in an amount sufficient to pay the Make-Whole Redemption Price of the Series 2021 Bonds to be redeemed to the date of such redemption. The redemption date shall be the earliest practicable date selected by the Borrower, after consultation with the Trustee and the Issuer, but in no event later than 90 days following the finalization of the Determination of Taxability.

Mandatory Redemption From Excess Moneys in the Project Fund. For the Series 2021 Bonds, the Trustee shall redeem, in order of maturity, (A) first, but only if and to the extent that such redemption will not adversely affect any exclusion of interest on any of the Tax-Exempt Bonds from gross income for federal income tax purposes in the written opinion of Bond Counsel delivered to the Trustee, the Series 2021C Bonds and (B) second or in the absence of the opinion of Bond Counsel described in clause (A),

the Series 2021 Tax-Exempt Bonds, pro rata from the Series 2021A Bonds and the Series 2021B Bonds, on the earliest practicable date selected by the Trustee in increments of $5,000 and at a redemption price of 100% of the principal amount of such Bonds being redeemed plus accrued interest to the redemption date, from unused amounts of $100,000 or more on deposit in a subaccount of the Project Fund following the Completion Date.

Purchase in Lieu of Redemption

(a) The Series 2021 Bonds are subject to purchase in lieu of redemption by the Borrower prior to their respective maturity dates at any time in whole or in part, if the following conditions are satisfied:

(i) The Borrower and the Bondholder Representative or, if the Bondholder Representative does not own or is not the Bondholder Representative of the Beneficial Owners of all of the Bonds then Outstanding, all Registered Owners negotiate and agree upon a purchase price that is communicated in writing to the Trustee;

(ii) Upon written notice to the Trustee as described in (i) above, the Borrower shall direct the Trustee to purchase certain Series 2021 Bonds and will provide funds to the Trustee for deposit in the Bond Fund in the amount necessary to pay the purchase price of the Series 2021 Bonds selected by the Bondholder Representative or, if the Bondholder Representative does not own or is not the Bondholder Representative of the Beneficial Owners of all of the Bonds then Outstanding, all Registered Owners in excess of that required to fully satisfy the next scheduled interest and principal payments due on the selected Series 2021 Bonds, and will provide for deposit into an expense fund to be created by the Trustee an amount as the Trustee may require to cover its accrued and anticipated fees and expenses; and

(iii) The Borrower shall indemnify and hold harmless the Trustee from and against any and all liability, claims, or losses arising out of, by virtue of, or in connection with, the tender of Series 2021 Bonds, except in the case of negligence, willful misconduct, or bad faith on the part of the Trustee.

(b) As Series 2021 Bonds are purchased pursuant to this provision, such purchase of Series 2021 Bonds will be considered to have satisfied, in whole or in part, the next succeeding scheduled sinking fund payment requirements as set forth in the Indenture. Once purchased such Series 2021 Bonds shall be delivered to the Trustee and cancelled and not be entitled to any voting rights under the Indenture, and the Borrower shall have no rights as a Registered Owner or Beneficial Owner thereof under the Indenture regardless of any failure to so deliver such Series 2021 Bonds.

Method of Selecting Bonds

Unless otherwise specifically stated in the Indenture, any partial redemption within a Series of Bonds shall be redeemed in inverse order of maturity, or if less than all of the Bonds in a single maturity shall be redeemed, the Bonds redeemed shall be selected by lot within such maturity or in accordance with the processes of DTC and any partial redemption of the Series 2021 Tax-Exempt Bonds shall be redeemed *pro rata* from the Series 2021A Bonds and the Series 2021B Bonds.

Notices of Redemption

All or a portion of the Bonds shall be called for optional redemption pursuant to the Indenture by the Trustee upon receipt by the Trustee, at least forty-five (45) days prior to the redemption date, of a certificate of the Borrower specifying the principal amount of the Series of Bonds to be called for

redemption, the applicable redemption price or prices, and the provision or provisions of the Indenture pursuant to which such Bonds are to be called for redemption. In the case of every redemption (other than mandatory sinking fund redemption), the Trustee shall cause notice of such redemption by mailing by first-class mail a copy of the redemption notice, with a copy to the Bondholder Representative, to the Registered Owners of the Bonds designated for redemption in whole or in part, at their addresses as the same shall last appear upon the registration records, in each case not more than sixty (60) nor less than thirty (30) days prior to the redemption date, provided, however, that failure to give such notice, or any defect therein, shall not affect the validity of any proceedings for the redemption of such Bonds. In the case of (i) optional redemption, extraordinary redemption, or mandatory redemption upon a Determination of Taxability pursuant to the Indenture, the Trustee shall state that the redemption is conditioned upon receiving from the Borrower, prior to the redemption date, sufficient moneys to redeem such Bonds and that if such money is not so received, no Bonds shall be redeemed and (ii) optional redemption pursuant to the Indenture, the Trustee may state that the redemption is conditioned upon certain other criteria as shall be directed by the Borrower and that if such criteria are not met, no Bonds shall be redeemed. The Trustee shall furnish the Borrower and the Issuer with a copy of each notice of redemption given with respect to any redemption under the Indenture except under the Indenture as soon as practicable after the delivery of notice to the Registered Owners of the Bonds. See "APPENDIX F – FORMS OF PRINCIPAL FINANCING DOCUMENTS" in this Limited Offering Memorandum.

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2021 BONDS

The Indenture

General. The Series 2021 Bonds will be issued pursuant to the Indenture and will be equally and ratably secured thereby. Under the Indenture, subject only to the rights of the Issuer to apply amounts under the provisions of the Indenture, a pledge of the Trust Estate to the extent provided therein is thereby made, and the same is pledged to secure the payment of the principal of, premium, if any, and interest on the Bonds. The pledge thereby made shall be valid and binding from and after the time of the delivery by the Trustee of the first Bond authenticated and delivered under the Indenture. The security so pledged and then or thereafter received by the Issuer shall immediately be subject to the lien of such pledge and the obligation to perform the contractual provisions thereby made shall have priority over any or all other obligations and liabilities of the Issuer with respect to the Trust Estate and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer irrespective of whether such parties have notice thereof. See "APPENDIX F – FORMS OF PRINCIPAL FINANCING DOCUMENTS" in this Limited Offering Memorandum.

Establishment of Funds. The Indenture establishes and creates the following funds (the "Funds") as special trust funds to be maintained by the Trustee for the benefit of the Series 2021 Bonds and any Additional Bonds (collectively, the "Bonds"), provided, however, that the Debt Service Reserve Fund, the Rebate Fund, and the Insurance Escrow Fund need not be opened until required for deposits or payments in connection with the issuance or repayment of a Series of Bonds:

(a) Bond Fund, containing a Series 2021 Capitalized Interest subaccount;

(b) Debt Service Reserve Fund;

(c) Project Fund, containing a Series 2021 Project subaccount;

(d) Cost of Issuance Fund;

(e) Rebate Fund;

(f) Administration Fund;

(g) Capital Reserve Fund; and

(h) Insurance Escrow Fund.

The Indenture recites that the Borrower covenants in the Loan Agreement to make monthly deposits to the Bond Fund, the Administration Fund, and, and as needed, to the Debt Service Reserve Fund, the Rebate Fund, the Insurance Escrow Fund, and the Capital Reserve Fund. Under the Indenture, the Trustee is required to deposit into the appropriate Fund as and when received all payments from the Borrower as provided in the Loan Agreement. See "The Loan Agreement" in this subsection below.

Additional Bonds. Under the Indenture, the Issuer may, but shall not be obligated to, issue Additional Bonds from time to time only with respect to a Project, pursuant to the terms and conditions of the Indenture, with the prior written consent of the Bondholder Representative not to be unreasonably withheld, upon satisfaction of the other conditions set forth under this heading "Additional Bonds"; provided, however, that if there is no Bondholder Representative, Additional Bonds may be issued (a) with the prior written consent of the Registered Owners of at least a majority of the aggregate principal amount of the Bonds at the time Outstanding, which consent shall not be unreasonably withheld, or (b) without such consent upon the satisfaction of the other conditions set forth under this heading "Additional Bonds."

Any Additional Bonds shall, to the extent provided for in the Indenture, be on a parity with the Series 2021 Bonds and any Additional Bonds theretofore or thereafter issued and Outstanding as to the assignment to the Trustee of the Issuer's right, title and interest in the Trust Estate for the payment of debt service on the Bonds; provided, that nothing in the Indenture shall prevent the payment of debt service on any series of Additional Bonds from (i) being otherwise secured and protected from sources or by property or instruments not applicable to the Series 2021 Bonds and any one or more Series of Additional Bonds, or (ii) not being secured and protected from sources or by property or instruments not applicable to the Series 2021 Bonds and any one or more Series of Additional Bonds.

Before the Trustee shall authenticate and deliver any Additional Bonds, the Trustee shall receive the following items:

(a) Duly executed counterparts of (i) amendments or supplements to the existing Loan Agreement relating to the Series Project to be financed or refinanced from the proceeds of the Additional Bonds then to be issued and which amendment or supplement provides for payments sufficient to pay the debt service on the related Additional Bonds, and (ii) a Supplemental Indenture providing for the issuance of and the terms and conditions of the Additional Bonds;

(b) One or more Additional Promissory Notes in an aggregate principal amount equal to the aggregate principal amount of the related Additional Bonds and duly endorsed by the Issuer to the order of the Trustee without recourse or warranty;

(c) A written order of the Issuer as to the delivery of the Additional Bonds, signed by an Authorized Issuer Representative;

(d) A copy of the resolution duly adopted by the Issuer authorizing (i) the execution and delivery of the supplement to the existing Loan Agreement, the Bond Purchase Agreement, and the supplement to the Indenture, each relating to the Additional Bonds and (ii) the issuance of the Additional Bonds;

(e) An opinion of Bond Counsel to the effect that (i) the Additional Bonds to be delivered will be valid and legal special obligations of the Issuer in accordance with their terms and will be secured under the Indenture equally and on a parity (except as otherwise permitted herein) with all other Bonds at the time outstanding under the Indenture as to the assignment to the Trustee of the Trust Estate; and

(ii) the interest on any Additional Bonds that are Tax-Exempt Bonds will be excluded from gross income for federal income tax purposes;

(f) A written Opinion of Counsel to the Borrower, which counsel shall be reasonably satisfactory to the Issuer, to the effect that any amendments or supplements to the Loan Agreement, the Control Agreement, the Mortgage, and the Additional Promissory Note(s) have been duly authorized, executed and delivered by the Borrower and that all of such items constitute legal, valid and binding obligations of the Borrower, enforceable in accordance with their respective terms, subject to exceptions reasonably satisfactory to Bond Counsel for bankruptcy, insolvency and similar laws and the application of equitable principles;

(g) A certificate of an Authorized Representative of the Borrower to the Trustee that on delivery of the Additional Bonds then to be delivered there will be or has been paid into or provided for the Debt Service Reserve Fund any amounts required by the Indenture or the supplement to the Indenture relating to such Additional Bonds;

(h) A certificate of the Borrower that it has complied with the requirements of the Loan Agreement, including, if applicable, the written consent of the Bondholder Representative;

(i) If required by law to secure future advances (which shall be determined by counsel to the Borrower in the Opinion of Counsel or if requested by the Registered Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding, (i) a modification or amendment to the Original Mortgage or new Mortgage, describing the terms of issuance of such Additional Bonds and increasing the present amount of Bonds secured by such Original Mortgage, and such amendment shall be recorded with the appropriate governmental authority and (ii) an endorsement, meeting the requirements set forth below, to the mortgagee title insurance policy issued to the Trustee insuring such modified Original Mortgage, or new Mortgage (or if more than one mortgagee title insurance policy, together with tie-in endorsements, has been issued to the Trustee insuring such Mortgage, an endorsement to each such policy) that (A) amends the effective date and time of such policy to be the date and time of the recording of the amendment to such Mortgage, (B) increases the amount of such policy (if there is only one such policy) or increases the amount of all such policies in the aggregate (if there is more than one such policy) to an amount equal to the principal amount of all Outstanding Bonds (less any amount deposited or to be deposited initially into the Debt Service Reserve Fund or any other debt service reserve fund for such Bonds), and (C) continues to insure that such Original Mortgage, as amended, or new Mortgage, is a first priority Lien, in the case of any Senior Mortgage, or a second priority Lien, in the case of any Subordinate Mortgage, on the Series 2021 Facilities described therein, subject to Permitted Encumbrances; provided, however, that for so long as there is a Bondholder Representative, the amount of Bonds secured by any Senior Mortgage or Subordinate Mortgage shall not be increased without the written consent of the Bondholder Representative;

(j) Unless the Trustee is provided with a letter from the rating agency then rating any Bonds that upon issuance of the Additional Bonds, the rating on the Outstanding Bonds (including the Additional Bonds) will not be lower than an Investment Grade Rating, an investor letter, in form satisfactory to the Issuer, from each of the purchasers of the Additional Bonds as may be required by the Issuer; and

(k) The Trustee has received certificates of an Authorized Representative of the Borrower which shall:

(i) state the general purpose for which the Additional Bonds will be issued;

(ii) state the maximum aggregate principal amount of Additional Bonds to be issued, the maturity date or dates thereof, and the interest rate or rates with respect thereto; and

(iii) be accompanied by an Opinion of Counsel for the Borrower addressed to the Trustee to the effect that all conditions precedent specified in the Indenture and in the Loan Agreement have been satisfied.

When (1) the documents listed above have been received by the Trustee, and (2) the Additional Bonds have been executed and authenticated, the Trustee shall deliver the Additional Bonds to or upon the order of the Underwriter or the initial purchaser thereof, as applicable, but only upon payment to the Trustee of the specified amount (including, without limitation, any accrued interest) set forth in the order to which reference is made in paragraph (c) above.

Duties of the Trustee. The Trustee shall have no duty to investigate or analyze documents, including any reports, financial statements, insurance policies, or other material delivered to the Trustee under the terms of the Indenture, the Loan Agreement or the Loan Agreement and shall only be required to act on such information if the Trustee has actual knowledge of an Event of Default thereunder (and the Trustee is entitled to rely on any written request or certificate executed by an Authorized Representative of the Borrower). The Trustee shall not be required to take notice or be deemed to have notice of any default under the Indenture unless the Trustee has been specifically notified in writing of such default by the Issuer, the Bondholder Representative, or the Registered Owners of at least a majority in aggregate principal amount of Bonds then Outstanding and all notices have been delivered to the Trustee at the notice address provided for in the Indenture. See "APPENDIX F – FORMS OF PRINCIPAL FINANCING DOCUMENTS" in this Limited Offering Memorandum.

The Loan Agreement

Loan Payments. Under the Loan Agreement, in fulfillment of its obligations under the Loan Agreement, the Borrower shall pay or cause to be paid as repayment of the Loan, until the principal of, premium, if any, and interest on the Promissory Notes shall have been paid or provision for the payment thereof shall have been made in accordance with the Loan Agreement, into the Bond Fund on or before each Monthly Disbursement Date during the term of the Loan Agreement, an amount sufficient to pay principal and interest then due on the Promissory Notes in accordance with the payment schedule set forth in the Loan Agreement; provided, however, that the Borrower shall receive, without duplication, (A) a credit against such payments of interest to the extent funds are on deposit in the Bond Fund of the Indenture and available to pay interest on the Series 2021 Bonds on the next Interest Payment Date and (B) a credit against such payments of interest and principal in an amount equal to the excess of the amount on deposit in the Bond Fund on the applicable Monthly Disbursement Date over the amount required to be on deposit in the Bond Fund solely by reason of payments made as described above. With respect to principal payments to be made on each Monthly Disbursement Date toward the principal amount to be due on the final maturity date of any Series of Bonds, such monthly payments shall take into account and be reduced by amounts on deposit in the applicable subaccount of the Debt Service Reserve Fund, if any. In the event of any Act of Bankruptcy by the Borrower, the Borrower shall not assert, claim or contend that any portion of the Bond Fund is property of its bankruptcy estate as defined by 11 U.S.C. § 541.

Additional Payments. Under the Loan Agreement, in addition to the Loan Payments, the Borrower shall pay or provide for the payment of the required amount into the Debt Service Reserve Fund upon notice of any deficiency in the Debt Service Reserve Fund. If the Trustee determines on any valuation date permitted by the Indenture that the amount in a subaccount of the Debt Service Reserve Fund is less than the Debt Service Reserve Fund Requirement for such Series of Bonds, and the deficiency is caused solely by a decreased value of the Investment Obligations therein and not due to a

transfer to cure a shortfall in the Bond Fund, the Borrower covenants and agrees to pay to the Trustee for deposit into the appropriate subaccount of the Debt Service Reserve Fund an amount equal to the amount by which the amount in the subaccount of the Debt Service Reserve Fund is less than the Debt Service Reserve Fund Requirement for such Series on or prior to the next occurring Monthly Disbursement Date following that valuation date. If on any Monthly Disbursement Date the amount in a subaccount of the Debt Service Reserve Fund is less than the Debt Service Reserve Fund Requirement for such Series and the deficiency is caused by a transfer to cure a shortfall in the Bond Fund resulting from the failure of the Borrower to make the payments due on the related Promissory Note, the Borrower agrees in the Loan Agreement to pay to the Trustee for all amounts transferred to the Bond Fund to make up for such failure of the Borrower to make the payments due on the related Promissory Note in not more than twelve substantially equal monthly installments beginning on the Monthly Disbursement Date in the month following such deficiency; and provided that no such installment shall be less than $5,000. In the event of any Act of Bankruptcy by the Borrower, the Borrower shall not assert, claim or contend that any portion of the Debt Service Reserve Fund is property of its bankruptcy estate as defined by 11 U.S.C. § 541.

Primary Source of Funding. In fulfillment of its obligations under the Loan Agreement, the Borrower pledges to the payment of the Loan and the Promissory Notes securing such Loan, the following: (a) to the extent permitted by law, all Revenues, Accounts, and accounts receivable; (b) all of the Borrower's right, title and interest in and to the Mortgaged Estate, including all related additions, replacements, substitutions and proceeds for the purposes of securing such Loan; and (c) any and all other interests in real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind specifically mortgaged, pledged or hypothecated, as and for additional security by the Borrower or by anyone on its behalf.

Guaranties; Loans and Investments. In the Loan Agreement, the Borrower covenants that, so long as the Bonds remain outstanding, (i) excepting the endorsement in the ordinary course of business of negotiable instruments for deposit or collection or in connection with the Series 2021 Bonds, the Borrower shall not become or be liable, directly or indirectly, primary or secondary, matured or contingent, in any manner, whether as guarantor, surety, accommodation maker, or otherwise, for the existing or future Indebtedness of any kind of any Person, and (ii) the Borrower shall not make or have outstanding loans, advances, extensions of credit or capital contributions to, or investments in, any Person other than Investment Obligations or in connection with the Series 2021 Bonds.

The Mortgage (Senior Mortgage and Subordinate Mortgage)

Under the Loan Agreement, to secure the payments of Loan Payments and any additional payments specified in the Loan Agreement, the performance by the Borrower of its other obligations under the Loan Agreement and the payment and performance of all obligations of the Borrower under any Additional Bonds, the Borrower agrees to enter into the Mortgage and shall provide the Trustee with a perfected first priority Lien interest in the Mortgaged Estate, which includes the Series 2021 Facilities, subject to any Permitted Encumbrances. Under the Loan Agreement, the Borrower warrants that subsequent to the issuance of the Series 2021 Bonds, the Borrower will not grant any Liens on the Mortgaged Estate (other than the lien effected by the Mortgage and Permitted Encumbrances). Notwithstanding the foregoing, the Senior Bonds shall be secured by the Senior Mortgage on a basis senior to the Subordinate Bonds and the Subordinate Bonds shall be secured by the Subordinate Mortgage on a basis subordinate to the Senior Bonds. See "BONDHOLDER'S RISKS" and "APPENDIX F – FORMS OF PRINCIPAL FINANCING DOCUMENTS" in this Limited Offering Memorandum.

Capital Reserve Fund

Commencing with the Fiscal Year ending June 30, 2022, the Borrower will maintain a Capital Reserve Fund. The Borrower shall deposit or cause to be deposited, in the aggregate, the full Capital Reserve Fund Contribution in one or more deposits on one or more dates prior to June 30 of each Fiscal Year, commencing with the Fiscal Year ending June 30, 2022, such that there will be a minimum balance of $250,000 therein as of each Capital Reserve Fund valuation date. See "CERTAIN COVENANTS OF THE BORROWER – Capital Needs Assessment" and "APPENDIX F – FORMS OF PRINCIPAL FINANCING DOCUMENTS" in this Limited Offering Memorandum.

CERTAIN COVENANTS OF THE BORROWER

Pursuant to the Loan Agreement, the Borrower has agreed to certain covenants. For more information on the covenants listed below, including the definitions of certain capitalized terms used but not defined herein, see "APPENDIX F – FORMS OF PRINCIPAL FINANCING DOCUMENTS" in this Limited Offering Memorandum.

Cash on Hand Requirement

The Borrower covenants and agrees in the Loan Agreement that it will maintain Days Cash on Hand equal to at least the Days Cash on Hand Requirement as of each Days Cash on Hand Testing Date.

"Days Cash on Hand" means as of any date of determination, the product of 365 times a fraction, (i) the numerator of which is the aggregate amount of Borrower's unrestricted cash and unrestricted investments and board designated funds that are not otherwise restricted (either permanently or temporarily) as to their use for payment of total Operating Expenses as of such date of determination (subtracting from such cash, investments and funds the principal amount of any Short-Term Indebtedness outstanding), and (ii) the denominator of which is (A) total Operating Expenses and (B) the principal requirements on Long-Term Indebtedness (if not already included in Operating Expenses), in each case, for the period of four fiscal quarters ended on the date of determination, and determined in accordance with Generally Accepted Accounting Principles. For the avoidance of doubt, the numerator set forth above shall not include any balance on deposit in any Fund except as outlined in the definition of Borrower Case, as defined in the Loan Agreement.

"*Days Cash on Hand Requirement"* means, as of a Days Cash on Hand Testing Date, the Days Cash on Hand set forth below:

Days Cash on Hand Testing Date	Days Cash on Hand
June 30, 2022	15
December 31, 2022, and June 30, 2023	25
December 31, 2023, and June 30, 2024	35
December 31, 2024 and thereafter	45

"*Days Cash on Hand Testing Date"* means each June 30 and December 31, commencing June 30, 2022.

The Borrower will provide the Trustee and the Bondholder Representative not later than 45 days after each Days Cash on Hand Testing Date with a certificate stating the Days Cash on Hand as of the applicable Days Cash on Hand Testing Date. In the event that Days Cash on Hand falls below the Days Cash on Hand requirement as of any testing date, the Borrower shall retain a Management Consultant within 15 days following the related reporting date at the Borrower's expense. The Bondholder

Representative or, if there is no Bondholder Representative, the Beneficial Owners of the Bonds then Outstanding shall have the right to object to the Borrower's selection of a Management Consultant and the Bondholder Representative or, if there is no Bondholder Representative, the Beneficial Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding, may direct the Borrower to select an alternate Management Consultant pursuant to the Loan Agreement. Within 45 days of being retained, the Management Consultant shall make appropriate recommendations in order to bring the Borrower into compliance with the provisions of the Loan Agreement.

Copies of such recommendations shall be filed with the Trustee, the Bondholder Representative, and EMMA. The Borrower agrees that promptly upon the receipt of such recommendations, subject to applicable requirements or restrictions imposed by law, or to the extent practical, it shall revise its methods of operation and shall take such other reasonable actions as shall be in conformity with the recommendations. So long as the Borrower shall retain a Management Consultant and adopts and complies with the Permitted Recommendations within 60 days of the delivery thereof and within a reasonable period of time as determined by the Management Consultant, respectively, no default or Event of Default shall be declared solely by reason of a violation of the Days Cash on Hand Requirement as of any Days Cash on Hand Testing Date.

Failure of the Borrower to comply with Permitted Recommendations as required by the Loan Agreement after the occurrence of a violation of the Days Cash on Hand Requirement as of any Days Cash on Hand Testing Date and prior to compliance by the Borrower with the Days Cash on Hand Requirement as of a subsequent Days Cash on Hand Testing Date shall constitute an Event of Default under the Loan Agreement.

Long-Term Debt Service Coverage Ratio

Within 45 days of the end of each Coverage Ratio Testing Period, and no later than November 30 following the end of each Fiscal Year, commencing with the twelve month period ending June 30, 2022, in connection with the delivery of the annual audited financial statements required to be delivered by the Borrower pursuant to the Loan Agreement, the Borrower will deliver to the Trustee and the Bondholder Representative, a certificate stating the Coverage Ratio for the Coverage Ratio Testing Period then ended. The Coverage Ratio shall be (i) 1.10 or above for each Coverage Ratio Testing Period from the Coverage Ratio Testing Period ending June 30, 2022, through and including the Coverage Ratio Testing Period ending June 30, 2026, and (ii) 1.20 or above for each Coverage Ratio Testing Period thereafter. If such Coverage Ratio is below the applicable level for any Coverage Ratio Testing Period, the Borrower shall, within 15 days following the related reporting date, retain, at its expense, a Management Consultant to submit a written report and make recommendations within 45 days of being retained (a copy of such report and recommendations shall be filed with the Trustee, the Bondholder Representative, and EMMA) with respect to increasing Revenues, decreasing Operating Expenses or other financial matters of the Borrower which are relevant to increasing the Coverage Ratio to at least the required level. The Bondholder Representative or, if there is no Bondholder Representative, the Beneficial Owners of the Bonds then Outstanding shall have the right to object to the Borrower's selection of a Management Consultant and direct the Borrower to select an alternate Management Consultant pursuant to the Loan Agreement. The Borrower will, subject to the exceptions in the next sentence, adopt and follow the recommendations of the Management Consultant and will thereafter calculate the Coverage Ratio for each succeeding Coverage Ratio Testing Period. So long as the Borrower shall retain a Management Consultant and adopts and complies with the Permitted Recommendations within 60 days of the delivery thereof and within a reasonable period of time as determined by the Management Consultant, respectively, and the Coverage Ratio does not fall below 1.00 in any Coverage Ratio Testing Period, the Borrower will be deemed to have complied with its covenants under the Loan Agreement. The Borrower

shall continue to retain the Management Consultant until the Borrower has achieved a Coverage Ratio of at least the required level for at least two consecutive Coverage Ratio Testing Periods.

For purposes of the Coverage Ratio section of the Loan Agreement, the calculation of the Coverage Ratio shall (i) exclude from Indebtedness for the purposes of calculating Actual Annual Debt Service any Indebtedness outstanding prior to the Bond Closing for the Series 2021 Bonds but not after and (ii) exclude from Operating Expenses fees paid to any Operator under an Operating Agreement.

As set forth in the Loan Agreement, payment of a Management Fee for any Coverage Ratio Testing Period that would cause the Coverage Ratio for such Coverage Ratio Testing Period to fall below 1.05 shall be an Event of Default under the Loan Agreement.

Failure of the Borrower to have a Coverage Ratio of 1.0 or above in any Coverage Ratio Testing Period shall constitute an Event of Default under the Loan Agreement. Failure of the Borrower to comply with Permitted Recommendations as required by the preceding paragraph shall constitute an Event of Default under the Loan Agreement. Any contract entered into between the Borrower and any Management Consultant engaged by the Borrower must meet the requirements of the Loan Agreement and the Tax Agreement.

Management Consultant

"Management Consultant" is defined in the Loan Agreement to mean a Person, including an Accountant or other appropriate consultant, reasonably acceptable to the Bondholder Representative, or, if there is no Bondholder Representative, the Beneficial Owners of not less than a majority of the Bonds then Outstanding (which acceptance shall be deemed in accordance with the procedures set forth in the Loan Agreement), and qualified to study the operations of facilities like the charter school facilities operated by the Borrower, and having a favorable reputation in the industry and, unless otherwise specified in the Indenture, retained by the Borrower. For so long as there is a Bondholder Representative, in any Management Notice the Borrower shall offer for consideration to the Bondholder Representative or the Beneficial Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding, as applicable, three possible Management Consultants, as to one of which the Bondholder Representative or the Beneficial Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding, as applicable, shall provide a Selection Notice, or provide an Objection Notice of all three.

Upon the selection of a Management Consultant as required by the Loan Agreement, the Borrower shall cause a Management Notice, including the name of such Management Consultant, a brief description of such Management Consultant, and the scope of the services to be provided by the Management Consultant to be delivered to the Trustee and the Bondholder Representative and filed with EMMA. In any Management Notice the Borrower shall offer for consideration three possible Management Consultants, as to one of which the Bondholder Representative or, if there is no Bondholder Representative, the Beneficial Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding, shall be entitled to provide a Selection Notice, or provide an Objection Notice of all three. The Management Notice must also state that each Beneficial Owner of the Bonds then Outstanding shall be deemed to have consented to the selection of any such Management Consultant listed on the Management Notice unless such Beneficial Owner submits to the Trustee an Objection Notice within thirty days of the date the Management Notice is posted to EMMA. If the Bondholder Representative or, if there is no Bondholder Representative, the Beneficial Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding provide Objection Notices to the Trustee within the Objection Period, then the Borrower shall select an alternate Management Consultant and post a new Management Notice with respect to the newly selected Management Consultant. If the Bondholder

Representative or, if there is no Bondholder Representative, the Beneficial Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding provide a Selection Notice designating one of the possible Management Consultants, the Borrower shall engage the Management Consultant designated. Any reports filed by the Management Consultant with the Trustee pursuant to the Loan Agreement shall also be filed with the Bondholder Representative and (unless otherwise consented to by the Bondholder Representative, if there is a Bondholder Representative) EMMA.

Limitations on Additional Indebtedness

(a) If there is a Bondholder Representative, the Borrower may incur any of the following:

(i) additional Indebtedness with the prior written consent of the Bondholder Representative not to be unreasonably withheld;

(ii) additional Long-Term Indebtedness if a Management Consultant reports that (A) the ratio of (1) Net Income Available for Debt Service Coverage Ratio divided by (2) Maximum Annual Debt Service on all Indebtedness to be Outstanding after giving effect to the incurrence of the proposed Indebtedness for all Fiscal Years subsequent to the incurrence of such proposed Indebtedness is at least 1.50 and (B) the Borrower is projected to meet the requirements of the Loan Agreement for all Fiscal Years subsequent to the incurrence of such proposed Indebtedness; and

(iii) (A) Indebtedness in connection with installment sales, conditional sales, and capital leases for equipment provided that such Indebtedness may be secured only by the equipment financed and that provided that in no event shall the aggregate principal amount of all such Indebtedness outstanding at any time exceed $[200,000] and (B) Non-Recourse Indebtedness and Subordinated Indebtedness for working capital purposes of the Borrower provided (a) in no event shall the aggregate principal amount of all such Non-Recourse Indebtedness and Subordinated Indebtedness outstanding at any time exceed $[100,000] and (b) the Bondholder Representative shall receive advance notice of any such individual borrowing in excess of $50,000.

(b) If there is not a Bondholder Representative, the Borrower may incur any of the following:

(i) additional Indebtedness with the prior written consent of the Registered Owners of at least a majority in aggregate principal amount of the Bonds at the time Outstanding, which consent shall not be unreasonably withheld;

(ii) additional Long-Term Indebtedness if a Management Consultant reports that (A) the ratio of (1) Net Income Available for Debt Service Coverage Ratio plus revenues available for the payment of Management Fees divided by (2) Maximum Annual Debt Service on all Indebtedness to be Outstanding after giving effect to the incurrence of the proposed Indebtedness for all Fiscal Years subsequent to the incurrence of such proposed Indebtedness is at least 1.50 and (B) the Borrower is projected to meet the requirements of the Loan Agreement for all Fiscal Years subsequent to the incurrence of such proposed Indebtedness; and

(iii) (A) Indebtedness in connection with installment sales, conditional sales, and capital leases for equipment provided that such Indebtedness may be secured only by the equipment financed and that provided that in no event shall the aggregate principal amount of all such Indebtedness outstanding at any time exceed $[200,000] and (B) Non-Recourse Indebtedness and Subordinated Indebtedness for working capital purposes of the Borrower

provided that in no event shall the aggregate principal amount of all such Non-Recourse Indebtedness and Subordinated Indebtedness outstanding at any time exceed $[100,000].

(c) For the avoidance of doubt, for so long as there is a Bondholder Representative, the Borrower may not incur parity additional Indebtedness except pursuant to the Loan Agreement or any contingent liabilities without the written consent of the Bondholder Representative.

In connection with the Borrower's incurrence of parity additional Indebtedness pursuant to the Loan Agreement, the Borrower shall enter into a Parity Agreement with a Parity Trustee and a Custodian.

The Custodian will (a) hold all sums held by it for the payment of principal of (and premium, if any) or interest or any other amounts on the Bonds and the parity Indebtedness in trust for the benefit of the Trustee and the Parity Trustee until such sums shall be paid to such entities or otherwise disposed of as therein provided; and (b) give the Trustee notice of any default by the Borrower in the making of any such payment of principal (and premium, if any) or interest or any other amounts.

(d) The Borrower shall provide written notice to the Bondholder Representative of the incurrence of any Indebtedness incurred pursuant to Section (a)(ii) or (a)(iii) above greater than $[50,000] in principal amount.

(e) For the avoidance of doubt, the Borrower may only incur additional Indebtedness pursuant to the Loan Agreement so long as no Event of Default has occurred and is continuing under the Loan Agreement.

Notwithstanding the foregoing, in providing consent to incur additional Indebtedness pursuant to the Loan Agreement, neither the Bondholder Representative nor any holder of the Bonds may stipulate the identity of the lender of or an investor in such Indebtedness.

See "APPENDIX F – FORMS OF PRINCIPAL FINANCING DOCUMENTS" in this Limited Offering Memorandum.

Limitation on Disposition of Current Assets and Property

The Borrower shall have the right to lease all or any part of the Series 2021 Facilities; provided, however, that the terms and provisions of any future leases will allow the Borrower to comply with the provisions of the Loan Agreement and contain the restrictions upon the use of the Series 2021 Facilities contained in the Loan Agreement; and provided further that any future leases will provide for rental payments to be made directly to the Trustee to the extent of then current payments required under the Loan Agreement. In addition: (i) no assignment or lease will relieve the Borrower from primary liability for any obligations under the Loan Agreement, and in the event of any such assignment or lease the Borrower will continue to remain primarily liable for payment of the amounts specified in the Loan Agreement and for performance and observance of the other agreements on its part provided to be performed and observed by the Borrower to the same extent as though no assignment or lease had been made; (ii) the assignee or lessee must assume the obligations of the Borrower under the Loan Agreement to the extent of the interest assigned or leased; (iii) the assignee or lessee must receive no greater interest in the Series 2021 Facilities than that held by the Borrower; in particular, any assignment or lease must be granted only subject to the rights of the Issuer and the Trustee under the Loan Agreement, the Mortgage and the Indenture, and must terminate upon any foreclosure of the Borrower's rights under the Loan Agreement or under the Mortgage; and (iv) the Borrower must, at least ten (10) Business Days for leases below $[5,000] annually and at least twenty (20) Business Days for leases of $[5,000] or more on an annual basis, prior to the execution of such assignment or lease, furnish or cause to be furnished to the Bondholder Representative and the Trustee a true and complete draft copy of each assignment,

assumption of obligation or lease, as the case may be, in form and substance acceptable to the Bondholder Representative and a form of opinion from Bond Counsel addressed to the Issuer and the Trustee to the effect that the assignment or lease does not affect the tax-exempt status of the outstanding Tax-Exempt Bonds, and a form of Opinion of Counsel that the assignment or lease has been accomplished in accordance with State law and the Loan Agreement and is enforceable against the assignee or transferee. Other than leases permitted by the Loan Agreement, the Borrower agrees that it will not sell, lease, or otherwise dispose of the Series 2021 Facilities.

Capital Needs Assessment

(a) The Trustee shall maintain the Capital Reserve Fund into which the Borrower shall deposit or cause to be deposited, in the aggregate, the full Capital Reserve Fund Contribution in one or more deposits on one or more dates prior to June 30 of each Fiscal Year, commencing with the Fiscal Year ending June 30, 2022.

(b) The Borrower may request disbursement of funds on deposit in the Capital Reserve Fund for the purpose of paying the cost of extraordinary maintenance and replacements which may be required to keep the Facilities in sound condition, including but not limited to replacement of equipment, replacement of any roof or other structural component, exterior painting and the replacement of heating, air conditioning, plumbing and electrical equipment. In the event that moneys in the Bond Fund for the payment of the principal of, premium, if any, and interest on the Bonds on any Principal Payment Date or Interest Payment Date are insufficient for such purpose, unless otherwise directed in writing by the Bondholder Representative or, if there is no Bondholder Representative, the Beneficial Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding, the Borrower shall deposit with the Trustee, which shall apply to such payment, moneys on deposit in the Capital Reserve Fund prior to the application of moneys on deposit in any of the Funds pursuant to the Indenture.

(c) The Borrower shall cause an Independent consultant, 30 days' advance notice of the selection of which shall have been provided to the Bondholder Representative, to complete a Capital Needs Assessment no later than July 1, 2026, and every fifth anniversary thereafter as long as the Bonds are Outstanding; provided, however, that the Borrower shall have no duty to fund or replenish the Capital Reserve Fund as a result of any Capital Needs Assessment. Notwithstanding, the Borrower shall use best efforts to follow the recommendations provided by the Independent consultant pursuant to a Capital Needs Assessment.

Minimum School Grade and Minimum Enrollment Requirement

The Borrower will achieve the Minimum School Grade or better for the school year 2022-2023 and each school year thereafter.

(a) If the Minimum School Grade is not achieved, the Borrower will within 30 days following the related reporting date pursuant to clause (c) below, retain, at its expense, a Management Consultant to submit a written report and make recommendations within 45 days of being retained (a copy of such report and recommendations shall be filed with the Trustee, the Bondholder Representative, and EMMA) as to the operation and administration of the School and the Borrower as such Management Consultant deems appropriate, including any recommendation as to a revision of the methods of operation thereof. The Borrower shall pay for all reasonable costs associated with such Management Consultant. The Borrower will, subject to the exceptions in clause (ii), adopt and follow the recommendations of the Management Consultant.

(b) So long as the Borrower shall retain a Management Consultant and adopts and complies with the Permitted Recommendations within 60 days of the delivery thereof and within

a reasonable period of time as determined by the Management Consultant, respectively, the Borrower will be deemed to have complied with its covenants under the Loan Agreement. The Borrower shall continue to retain the Management Consultant until the Borrower has achieved at least the Minimum School Grade for at least two consecutive school years, during which time any failure by the Borrower to comply with the Permitted Recommendations of the Management Consultant shall be an Event of Default under the Loan Agreement; provided, however, that, solely with the written consent of the Bondholder Representative in its sole discretion, the Borrower may choose not to retain the Management Consultant for a second consecutive school year.

(c) With respect to the Minimum School Grade, the Borrower will deliver to the Bondholder Representative and the Trustee, within thirty (30) days after receipt of the School's grade for each school year, commencing with receipt of the School's grade for the 2022-2023 school year, a certificate executed by the Borrower providing the School's grade and any correspondence received from the Compliance Office confirming same.

The Borrower will achieve the Minimum Enrollment Requirement as of each Minimum Enrollment Test Date. The terms Minimum Enrollment Test Date means the Survey 2 enrollment count date of each school year, commencing with the [2021-2022] school year. The term Minimum Enrollment Requirement means, as of the Minimum Enrollment Test Date for the school years listed below, at least the minimum enrollment set forth below:

School Year	Minimum Enrollment
2021-22	476
2022-23	509
2023-24	540
2024-25	572
2025-26	607
2026-27	643
2027-28	682
2028-29 and each school year thereafter	722

(a) If the Minimum Enrollment Requirement is not achieved, the Borrower will within 30 days following the related reporting date pursuant to clause (iii) below, select as set forth in the Loan Agreement and retain, at its expense, a Management Consultant to submit a written report and make recommendations within 45 days of being retained (a copy of such report and recommendations shall be filed with the Trustee, the Bondholder Representative, and EMMA) as to the operation and administration of the School and the Borrower as such Management Consultant deems appropriate, including any recommendation as to a revision of the methods of operation thereof. The Borrower shall pay for all reasonable costs associated with such Management Consultant. The Borrower will, subject to the exceptions in clause (ii), adopt and follow the recommendations of the Management Consultant.

(b) So long as the Borrower shall retain a Management Consultant and adopts and complies with the Permitted Recommendations within 60 days of the delivery thereof and within a reasonable period of time as determined by the Management Consultant, respectively, the Borrower will be deemed to have complied with its covenants under the Loan Agreement. The Borrower shall continue to retain the Management Consultant until the Borrower has achieved at least the Minimum Enrollment Requirement for at least two consecutive school years, during which time any failure by the Borrower to comply with the Permitted Recommendations of the Management Consultant shall be an Event of Default under the Loan Agreement; provided,

however, that, solely with the written consent of the Bondholder Representative in its sole discretion, the Borrower may choose not to retain the Management Consultant for a second consecutive school year.

(c) With respect to the Minimum Enrollment Requirement, the Borrower will deliver to the Bondholder Representative and the Trustee, within thirty (30) days after the Minimum Enrollment Test Date of each school year, commencing with the 2021-2022 school year, a certificate executed by the Borrower providing the School's enrollment.

The Trustee shall have no duty to review or analyze documents delivered to it under the Loan Agreement, nor shall it be deemed to have notice of the contents of the same, and the Trustee and shall hold such materials solely as a repository for the benefit of the holders of the Bonds.

Rating Solicitation Covenant

In the Loan Agreement, the Borrower agrees to cooperate with the Bondholder Representative in requesting and obtaining an indicative credit rating on the Series 2021 Bonds. The Borrower agrees to cooperate with the Bondholder Representative in obtaining a rating on the Series 2021 Bonds in the event the Bondholder Representative receives an indicative credit rating on the Series 2021 Bonds from S&P or Fitch of "BB-" or higher, from Moody's of "Ba3" or higher, or from another Rating Agency of the equivalent rating or higher.

Pursuant to the Loan Agreement, the Bondholder Representative, if there is then a Bondholder Representative, shall bear the cost of the initial rating. The Borrower agrees to maintain such rating(s); provided, however, that for so long as there is a Bondholder Representative, the Bondholder Representative shall bear the cost of subsequent annual fees of the Rating Agency. If there ceases to be a Bondholder Representative, the Borrower shall bear the cost of subsequent annual fees of the Rating Agency and such amounts shall be included in the Borrower's annual budget.

Subordination of Operator Fees

In the event Imagine Schools, Inc., is not the Operator, the Borrower covenants in the Loan Agreement that, so long as the Bonds remain outstanding, (i) the obligation of the Borrower to pay management fees or any loan repayments due under any management contract shall be subordinate to its payment of Loan Payments and such management fees or any loan repayments due shall not be paid so long as the Borrower (A) has less than 45 Days Cash on Hand as of June 30 for the applicable Fiscal Year, (B) is in breach of the Loan Agreement, or (C) an Event of Default has occurred and is continuing; provided, however, that no such subordination shall cause the deferral of compensation due under any such management contract beyond the extent permissible under Revenue Procedure 2017-13, if applicable. Reimbursement of all or a portion of deferred management fees shall be permitted to occur upon Borrower's approved budget of sufficient Days Cash on Hand required as of December 31 and June 30 for the upcoming Fiscal Year end.

For so long as Imagine Schools, Inc. is the Operator, Indirect Cost Allocation paid to the Operator under any operating agreement ("Operator Fee") shall not exceed 12% of the Borrower's revenue, prior to any contribution by the Operator, on an annualized basis as further described in the Operating Agreement. The Operator Fee shall be fully subordinated to Actual Annual Debt Service on the Bonds, and will be paid out quarterly, in whole or in part, to the extent that payment of such Management Fee would not cause a violation of any of the following financial covenants, such that, based upon the audited financial statements: (i) Days Cash on Hand shall be equal to at least 45 days; (ii) Coverage Ratio prior to payment of the Indirect Cost Allocation (as defined in the Operating Agreement) shall be equal to at least 1.10 Annual Debt Service for the Fiscal Years ending through and including June 30, 2026, and shall be equal

to at least 1.20 for each Fiscal Year thereafter; and (iii) Coverage Ratio after payment of any portion of the Indirect Cost Allocation calculated as provided in the Operating Agreement for any Coverage Ratio Testing Period shall be equal to at least 1.05 Actual Annual Debt Service. If required to maintain compliance with the Coverage Ratio or Liquidity covenants of the Loan Agreement, any difference in the actual amount paid to the Operator and an amount equal to 12% of Charter School Revenues (as defined in the Operating Agreement) for the audited Fiscal Year are waived and neither accrued nor deferred. Notwithstanding the foregoing, Management Fees shall not be paid until the Borrower has four consecutive quarters in which the Days Cash on Hand is in excess of 45 days for each Days Cash on Hand Testing Date. As set forth in the Operating Agreement, the Operator has agreed to waive its Management Fee for the Fiscal Years ending June 30, 2022 and 2023.

Payment of a Management Fee for any Coverage Ratio Testing Period that would cause the Coverage Ratio for such Coverage Ratio Testing Period to fall below 1.05 shall be an Event of Default under the Loan Agreement. For purposes of calculating Coverage Ratio pursuant to Section 8.19(c) of the Loan Agreement only, Operating Expenses shall include deposits to the Capital Reserve Fund.

Maintenance of Corporate Existence, Charter Contract, Tax-Exempt Status and Operations of the School at the Series 2021 Facilities

The Borrower covenants to maintain, in good standing, its corporate existence under the laws of the State, its status as an organization described in Section 501(c)(3) of the Code, to maintain the Charter Contract, and to maintain its operations of the School at the Series 2021 Facilities.

Academic and Operating Report; Independent Board Observation

(a) The Borrower will, within 60 days of the delivery of the Academic and Operating Report, adopt and follow the Permitted Recommendations set forth in the Academic and Operating Report.

(b) The Borrower shall accept the nomination by the Bondholder Representative, or, if there is no Bondholder Representative, the Beneficial Owners of not less than a majority of the Bonds then Outstanding, of an observer of the board of directors of the Borrower (the "Board Observer"). Selection of the Board Observer shall be subject to approval by the Borrower, which approval may not be unreasonably withheld. Other than out-of-pocket costs, if any, the Board Observer shall not be compensated by the Borrower for serving as Board Observer. The Borrower shall make the agenda and draft meeting minutes for the most recent prior meeting of the board of directors of the Borrower available to the Bondholder Representative in advance of each meeting and provide for internet or telephonic access, with comment privileges, to the Board Observer. The Board Observer shall no longer be required after the Borrower has been in compliance with all covenants for three consecutive Fiscal Years.

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BONDHOLDERS' RISKS

This Limited Offering Memorandum contains summaries of pertinent portions of the Series 2021 Bonds and forms of the Indenture and Loan Agreement. Summaries and references are qualified in their entirety by reference to the full text of such documents. The following discussion of some of the BONDHOLDERS' RISKS associated with the Series 2021 Bonds is not, and is not intended to be, exhaustive, and such risks are not necessarily presented in the order of their magnitude.

This Limited Offering Memorandum does not describe all of the risks of an investment in the Series 2021 Bonds, and the Underwriter disclaims any responsibility to advise prospective investors of such risks as they exist at the date of this Limited Offering Memorandum or as they change from time to time. Prospective investors should consult their own legal and tax advisors as to the risks entailed by an investment in the Series 2021 Bonds and the suitability of investing in the Series 2021 Bonds in light of their particular circumstances. Prospective investors should be able to bear the risks relating to an investment in the Series 2021 Bonds and should carefully consider, among other factors, the matters described below.

General

PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS IS A LIMITED AND SPECIAL REVENUE OBLIGATION OF THE ISSUER PAYABLE SOLELY OUT OF THE TRUST ESTATE. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE SPONSORING POLITICAL SUBDIVISIONS, THE LOCAL AGENCY, THE STATE OR ANY OTHER MUNICIPALITY, PUBLIC AGENCY OR POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER, THE SPONSORING POLITICAL SUBDIVISIONS, THE LOCAL AGENCY, THE STATE OR ANY OTHER MUNICIPALITY, PUBLIC AGENCY OR POLITICAL SUBDIVISION THEREOF AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE SPONSORING POLITICAL SUBDIVISIONS, THE LOCAL AGENCY, THE STATE OR ANY OTHER MUNICIPALITY, PUBLIC AGENCY OR POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE BONDS. NO COVENANT OR AGREEMENT CONTAINED IN THE BONDS OR THE INDENTURE SHALL BE DEEMED TO BE A COVENANT OR AGREEMENT OF ANY MEMBER OF THE GOVERNING BODY OF THE ISSUER NOR SHALL ANY OFFICIAL EXECUTING SUCH BONDS BE LIABLE PERSONALLY ON THE BONDS OR BE SUBJECT TO ANY PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE OF THE BONDS. THE ISSUER HAS NO TAXING POWER.

The Borrower expects, based upon present circumstances (i.e., executed Charter Contract, current and projected enrollment), that it will generate sufficient Revenues to meet its obligations under the Loan Agreement; however, the Charter Contract may be terminated or not renewed, or the basis of the assumptions used by the Borrower to formulate this expectation may otherwise change.

NO REPRESENTATION OR ASSURANCE CAN BE MADE THAT THE BORROWER WILL CONTINUE TO GENERATE SUFFICIENT REVENUES TO MEET ITS OBLIGATIONS UNDER THE LOAN AGREEMENT.

Rights of Bondholder Representative; Negative Effect on Liquidity

Under the Indenture, so long as there is a Bondholder Representative, such Bondholder Representative has certain rights, including but not limited to the ability to consent to additional

Indebtedness, approve certain modifications to the Indenture, the Loan Agreement, the Mortgage, the Series 2021 Bonds, the security for the Series 2021 Bonds and other changes described in more detail herein under the heading "BONDHOLDERS' RISKS." See "APPENDIX F – FORMS OF PRINCIPAL FINANCING DOCUMENTS" in this Limited Offering Memorandum.

Certain consents, waivers, approvals and modifications described above, including significant modifications to the Indenture, the Loan Agreement, the Mortgage, and the Series 2021 Bonds, may be made with the consent of the Bondholder Representative and without the consent of the Beneficial Owners of all affected Series 2021 Bonds. In addition, prospective purchasers of any Series 2021 Bonds should be aware that the powers of the Bondholder Representative described may preclude the formation of any secondary market for the Series 2021 Bonds.

Further, for so long as there is a Bondholder Representative, the Loan Agreement, and the Continuing Disclosure Agreement provide that certain information shall be provided directly to such Bondholder Representative and posted to EMMA. As such, the Bondholder Representative may obtain certain information that is not available to potential investors other than the Bondholder Representative. To the extent that any such information is material information and is not publicly available, the possession of such information may limit the ability of the Bondholder Representative to transfer Series 2021 Bonds.

Consequently, all prospective purchasers of the Series 2021 Bonds should be prepared to hold their Series 2021 Bonds to maturity or prior redemption.

Suitability of Investment

Purchase of the Series 2021 Bonds involves a high degree of risk, and the Series 2021 Bonds are a speculative investment. Any investor who, because of financial condition, is unable to bear the loss of an investment in the Series 2021 Bonds, or who, because of investment policies or otherwise, does not desire to assume, or have the ability to bear, the risks inherent with an investment in the Series 2021 Bonds, should not purchase the Series 2021 Bonds. The interest rate borne by the Series 2021 Bonds (as compared to prevailing interest rates on more secure bonds such as those that constitute general obligations of fiscally sound municipalities) is intended to compensate the investor for assuming this element of additional risk. Prospective investors should carefully examine this Limited Offering Memorandum, including the appendices hereto, and their own financial condition, as well as consult their own independent financial advisor, in order to make a judgment as to their ability to bear the economic risk of such an investment, and to determine whether or not the Series 2021 Bonds are an appropriate investment for them.

Speculative Investment

The Series 2021 Bonds may experience price fluctuations due to changes in interest rates and yield levels. As a result, the value of the Series 2021 Bonds may fluctuate significantly in the short-term. Further, such securities generally have a less liquid resale market. As a result, potential investors may have difficulty selling or disposing of the Series 2021 Bonds quickly in certain markets or market conditions.

Financial Statements

The Audited Financial Statements of the Borrower attached hereto as "APPENDIX D – AUDITED FINANCIAL STATEMENTS OF THE BORROWER FOR THE FISCAL YEAR ENDED JUNE 30, 2021" reflect the last year of operation of the Borrower for which audited financial statements have been prepared. Unaudited interim financial statements of the Borrower are attached hereto as

"APPENDIX E – UNAUDITED INTERIM FINANCIAL STATEMENTS OF THE BORROWER FOR THE THREE-MONTH PERIOD ENDED SEPTEMBER 30, 2021." The unaudited interim financial statements have been prepared by the Borrower and not audited by any accounting firm. For information regarding the Borrower's expectations after the issuance of the Series 2021 Bonds, see "APPENDIX B – BUDGET PROJECTION" in this Limited Offering Memorandum.

Budget Projection

The Budget Projection (the "Budget Projection") prepared by the Borrower and contained in "APPENDIX B – BUDGET PROJECTION" is based upon certain assumptions made by the Borrower. No assurance can be given that the results described in the Budget Projection will be achieved. The Borrower does not intend to issue an additional Budget Projection and, accordingly, there are risks inherent in using the Budget Projection in the future as the Budget Projection becomes outdated. The Budget Projection is only for fiscal years ending June 30, 2022 through June 30, 20__, and does not cover the entire period during which the Series 2022 Bonds may be outstanding. The Budget Projection assumes that the Borrower will be able to renew its Charter Contract with the Sponsor after the term of the Charter Contract that ends on June 30, 20__. See "APPENDIX C – BUDGET PROJECTION" in this Official Statement.

No guaranty can be made that the Budget Projection will correspond with the results actually achieved in the future by the Borrower because there is no assurance that actual events will correspond with the assumptions made by the Borrower. For example, the Budget Projection makes certain assumptions as to continued demand for educational facilities such as the Series 2021 Facilities and future enrollment at the Borrower. Actual operating results of the Borrower may be affected by many factors, including, but not limited to, increased costs, lower than anticipated enrollment, reduced State of Florida funding, changes in demographic trends, and local and general economic conditions. The Budget Projection, which appears in "APPENDIX B — BUDGET PROJECTION" in this Limited Offering Memorandum, should be read in its entirety.

Historical Enrollment

[TO BE DISCUSSED W/SCHOOL AND THEN CRAFTED]

Prior Financial Difficulties

Due to the drop in enrollment during the 2017-2018 school year, and the time it has taken for enrollment to recover to current levels, the Borrower was previously delinquent on various financial obligations, including payments to the Operator and payments under the Lease [DEFINE]. Over the course of the past several years, the Operator has waived or forgone payment of its management fees. As set forth in the Operating Agreement, the Operator has agreed to waive its Management Fee for the Fiscal Years ending June 30, 2022 and 2023. See "CERTAIN COVENANTS OF THE BORROWER – Subordination of Operator Fees" herein. There is no guarantee that the Borrower will continue to see steady enrollment in the future or not experience future financial difficulties. Moreover, there is no guarantee that the Operator will continue to forego its Management Fee in the future. Negative future enrollment trends and the obligation to pay the Management Fee could have an adverse financial impact on the Borrower.

Income and Property Tax Exemption

Under present federal and State law, regulations and rulings, the income and revenue of nonprofit, 501(c)(3) qualified exempt organizations are exempt from federal and State income tax, except for any unrelated business income as defined in the Code. The Borrower is a nonprofit corporation and

charter school organized under the laws of the State, and the Borrower has received a determination letter from the Internal Revenue Service ("IRS") that the Borrower was a 501(c)(3) qualified tax-exempt organization. Under present State law and rulings, charter schools are exempt from property taxes levied by political subdivisions of the State so long as such property is used for charter school purposes (although such property is subject to special assessments for local improvements to the property). The Budget projection contained herein has been prepared assuming that no property taxes will be levied on the Borrower.

State Financial Difficulties

Charter schools depend on revenues from the State for a large portion of their operating budgets. The availability of State funds for public education is a function of legal provisions affecting school district revenues and expenditures, the condition of the State economy and the annual budget process. Decreases in State revenues may adversely affect education appropriations made by the Florida Legislature. As noted, the Florida Legislature bases its decisions about appropriations on many factors, including the State's economic performance, and, because some public officials, their constituents, commentators, and others have viewed charter schools as controversial, political factors may also come to bear on charter school funding. See "BONDHOLDERS' RISKS – Changes in Law; Annual Appropriation; Inadequate State Payments" in this Limited Offering Memorandum.

Due to the COVID-19 pandemic, the State finished its fiscal year 2020 with a nearly $2 billion loss in the State's general revenue fund. Of the total loss, 84.7 percent came from decreased sales tax collection. Any future decreases in State revenues may adversely affect education appropriations made by the Florida Legislature. The adverse effect may be exacerbated in the future to the extent that the State relies in part on federal stimulus funding in the near term. Neither the Borrower nor any other party to the Series 2021 Bond transaction can predict how State income or State education funding will vary over the entire term of the Series 2021 Bonds. No parties to the Series 2021 Bond transaction take any responsibility for informing owners of the Series 2021 Bonds about any such changes. Information about the financial condition of the State, as well as its budget and spending for education, is available and regularly updated on various State-maintained websites. Such information is prepared by the respective State entity maintain each such website and not by any of the parities to this transaction. The parties to this transaction take no responsibility for the accuracy, completeness or timeliness of such information and no such information is incorporated herein by these references. See "BONDHOLDERS' RISKS – Changes in Law; Annual Appropriation; Inadequate State Payments" in this Limited Offering Memorandum.

In 2006, Florida voters adopted a constitutional amendment that required the development of a Long-Range Financial Outlook, setting out recommended fiscal strategies for the State and its departments in order to assist the legislature in making budget decisions.

A report entitled "State of Florida Long-Range Financial Outlook Fiscal Year 2021-2022 through 2023-2024" (the "2020 Outlook"), jointly prepared by the State's Senate Committee on Appropriations, House Appropriations Committee and Legislative Office of Economic and Demographic Research was adopted by the Legislative Budget Commission in September 2020. The 2020 Outlook identifies "critical needs" and "high priority needs," and most, but not all K-12 education funding is in the "critical needs" category. For State fiscal year 2021-2022, expenditures for critical needs and a minimum reserve of $1 billion are expected to exceed total general revenues, leaving a shortfall of $1.8 billion. With expenditures for other high priority needs included, general revenues are expected to be less than the projected total need by approximately $3 billion. As such, there may be limited general funds available for discretionary issues. For fiscal years 2022-2023 and 2023-2024, projected budget needs for critical and other high priority needs are in excess of projected available revenue, meaning that general revenues will be

insufficient to meet certain budget demands at and below those priority levels, resulting in drawing down of reserves or limiting expenditures. In addition to the foregoing projected shortfalls, an unanticipated reduction in total general revenues or unexpected emergency expenditures related to a disaster could cause a budget gap to develop in any of the fiscal years described in the 2020 Outlook. Any such gap could impact the State's ability to fund reserves and other State needs, such as education funding. Such an occurrence in one or more of the fiscal years covered by the 2020 Outlook could decrease the availability of State revenues.

Due to the COVID-19 pandemic, the State finished its fiscal year 2020 with a nearly $2 billion loss in the State's general revenue fund. Of the total loss, 84.7 percent came from decreased sales tax collections. Any future decreases in State revenues may adversely affect education appropriations made by the Florida Legislature. The adverse effect may be exacerbated in the future to the extent that the State relies in part on federal stimulus funding in the near term. Neither the Borrower nor any other party to the Series 2021 Bond transaction can predict how State income or State education funding will vary over the entire term of the Series 2021 Bonds. No parties to the Series 2021 Bond transaction take any responsibility for informing owners of the Series 2021 Bonds about any such changes. Information about the financial condition of the State, as well as its budget and spending for education, is available and regularly updated on various State-maintained websites. Such information is prepared by the respective State entity maintaining each such website and not by any of the parties to this transaction. The parties to this transaction take no responsibility for the accuracy, completeness or timeliness of such information and no such information is incorporated herein by these references.

Changes in Law; Annual Appropriation; Inadequate State Payments

The Florida Legislature has amended the State's charter school laws a number of times since they were originally enacted, including during Florida Legislature's 2017 Regular Session, in which the Florida Legislature passed House Bill 7069, Laws of Florida 2017-116 ("HB 7069"). Included in HB 7069 is a requirement that school districts distribute local capital outlay funds from the Local Option Millage Levy to charter schools. HB 7069 establishes the calculation methodology to determine the amount of local capital outlay funds from the Local Option Millage Levy a school district must distribute to each eligible charter school. Such calculation provides that the amount of local capital outlay funds from the Local Option Millage Levy a school district must distribute to each eligible charter school will be reduced by the school district's annual debt service obligation incurred as of March 1, 2017, and requires the first payment to charter schools as of February 1 of each year, commencing February 1, 2018. HB 7069 has faced various legal challenges since enacted. Most recently, nine Florida school districts appealed their case to the Florida Supreme Court after having lost their challenge to the law in the lower courts. The Florida Supreme Court recently determined that it will not hear the case and the legal challenge to HB 7069 is ended.

In its 2018 regular session, the Florida Legislature passed House Bill 7055 ("HB 7055"). Among other things, HB 7055 reduces the burden of HB 7069 on school districts by offsetting the 2018-19 State capital outlay for school buildings and other long-term expenses of eligible charter schools. The State's funding level for 2018-19 is a benchmark for the charter school capital outlay, which will rise each year to adjust for inflation and enrollment growth; however, if State funding ever falls below the benchmark, capital outlay funds from the Local Option Millage Levy will be distributed by districts to pay the deficiency.

In 2019, the Florida Legislature passed Senate Bill 7070 ("SB 7070"), which was signed by Governor Ron DeSantis on May 9, 2019. SB 7070 revises programs through which certain parents may seek vouchers for private school educations, allows charters to include a provision that charter schools be held responsible for all costs incurred by the school district in connection with complaints to the Office of

Civil Rights or the Equal Employment Opportunity Commission, and makes other changes to education-related laws and programs.

The Florida Legislature concluded its 2020 regular session on March 13, 2020. Various bills were passed that affect public and charter schools: (i) House Bill 641 (Laws of Florida 2020-94, "HB 641"), which increases the state budget by $500 million to raise the minimum base pay for full-time classroom teachers and to raise the salaries of veteran teachers and other instructional personnel; (ii) House Bill 7067 (Laws of Florida 2020-95, "HB 7067"), which provides for a significant increase in the number of private school vouchers awarded by the State; and (iii) Senate Bill 70 (Laws of Florida 2020-145, "SB 70"), which mandates the implementation of mobile panic alarms in all public schools. Amid the COVID-19 outbreak, Governor Ron DeSantis asked the Florida Legislature to hold most of the legislation that passed during the 2020 regular session, including the three bills described above. After a three month delay, all three pieces of legislation were sent to Governor Ron DeSantis in June 2020. On June 24, 2020, Governor Ron DeSantis signed HB 641 into law, making Florida among the best states in the country for minimum teacher pay. On June 25, 2020, Governor Ron DeSantis signed HB 7067 into law, which expands Florida's Family Empowerment Scholarship (Florida's voucher program) from approximately 7,000 scholarships to approximately 28,000 scholarships. On June 30, 2020, Governor Ron DeSantis signed SB 70 into law, which requires all public schools to implement mobile panic alarms that, when activated, will simultaneously alert school staff and first responders to life-threatening campus emergencies. HB 641, HB 7067, and SB 70 became effective as of July 1, 2020. The impact of the foregoing legislation on the Borrower is unclear at this time. See "Impact of COVID-19 Pandemic" below and "APPENDIX C – GENERAL INFORMATION REGARDING FLORIDA CHARTER SCHOOLS" in this Limited Offering Memorandum.

Future amendments to the State's charter school laws may adversely affect the Borrower by altering charter school funding, by decreasing the maximum allowable charter term, by implementing an assessment of each school's effectiveness every year, by limiting the number of students for which State funds are available, by limiting the enrollment of or the population of pupils eligible for enrollment in charter schools, by mandating new facilities or programs which may cost more than has been projected, by reducing the maximum amount payable by the State for students enrolled by the Borrower, by revising the relative responsibilities between school districts and the State for financing schools (including charter schools), or by eliminating the authority for charter schools.

In addition, the Florida Legislature must appropriate funds for public education each year and could appropriate funds at a level insufficient to enable the Borrower to make payments due under the Loan Agreement and pay its Operating Expenses. Similarly, the State per pupil allocation may be reduced or not keep pace with expenses such that the aggregate payments to the Borrower are inadequate to allow the Borrower to make payments due under the Loan Agreement and pay its Operating Expenses. The Florida Legislature may base its decisions about appropriations on many factors, including the State's economic performance. Further, because some public officials, their constituents, commentators, and others have viewed charter schools as controversial, political factors may also come to bear on charter school funding. As a result, the Florida Legislature may not appropriate funds, or may not appropriate funds in a sufficient amount, for the Borrower to generate sufficient revenue to make Loan Repayments and meet its budgeted expenses. No liability would accrue to the State in such event and the State would not be obligated or liable for any future payments or any damages. State educational funding flows to the Borrower through the School Board. If the State or the School Board were to withhold the funding for the Borrower for any reason, even for a reason that is ultimately determined to be invalid or unlawful, the Borrower would likely be forced to cease operations of Imagine Schools at West Melbourne. Also, amendments to federal legislation, including the Every Student Succeeds Act ("ESSA"), could have an adverse effect on federal grant funds available to Imagine Schools at West Melbourne.

Competition for Students; School Choice Initiatives

Imagine Schools at West Melbourne is and will be competing with public schools and other charter schools for students within the district in which Imagine Schools at West Melbourne is located (Colliers County) and with private schools within or near such district. There can be no assurance that Imagine Schools at West Melbourne will attract and retain the number of students sufficient to produce the revenues necessary to operate Imagine Schools at West Melbourne. As charter schools become more common, and as existing charter schools demonstrably provide an attractive educational choice, the number of charter schools may increase, leading to increased competition for charter schools such as Imagine Schools at West Melbourne.

HB 7055 expanded the State's existing voucher plan to provide vouchers for victims of bullying to attend private schools beginning with the 2018-19 school year. HB 7055 and any further expansion of the State's existing voucher plan or adoption of a general voucher plan also could adversely impact the operation of charter schools in the State. A continued or expanded voucher program could provide significant competition to Imagine Schools at West Melbourne by providing parents who could not otherwise afford tuition at a private, independent school, with resources to cover all or a portion of such costs. Continuation or expansion of such voucher program would likely increase demand for private, independent schools, possibly adversely affecting enrollment at other schools, including both public schools and charter schools, like Imagine Schools at West Melbourne.

As described above under the heading "Changes in Law; Annual Appropriation; Inadequate State Payments," during the Florida Legislature's 2017 Regular Session, the Florida Legislature passed HB 7069. HB 7069 authorized the establishment of charter schools to be known as "schools of hope," and the designation of "hope operators" to provide students in areas of persistently low-performing schools with a high-quality education option designed to close the opportunity gap and increase student achievement. HB 7069 (i) establishes criteria for schools of hope and hope operators; (ii) defines persistently low-performing schools as those subject to differentiated accountability (that is, the escalating interventions and supports that must be provided to schools receiving school grades of "D" or "F") for more than three years or closed as a result of school improvement requirements; (iii) authorizes the FDOE to identify and designate hope operators who meet specified criteria; (iv) removes barriers to hope operators by creating a new notice and agreement process that is exempt from the current charter school law and State procurement laws; (v) provides a school of hope with certain exemptions from Chapters 1000-1013, Florida Statutes; (vi) provides provisions for facilities and funding for schools of hope; (vii) establishes a grant program to cover specified operational expenses; and (viii) establishes the Schools of Hope Revolving Loan Program to help schools of hope cover school building construction and startup costs.

The Borrower cannot determine the specific impact the State's continuation or expansion of its voucher program would have or HB 7069, schools of hope, or HB 7055, will have on competition for Imagine Schools at West Melbourne or the operation or financial performance of Imagine Schools at West Melbourne.

Impact of COVID-19 Pandemic

In late 2019, a novel strain of coronavirus ("COVID-19") emerged in Wuhan, Hubei Province, China. COVID-19 has spread throughout the world, including to the United States, resulting in the World Health Organization proclaiming COVID-19 to be a pandemic and President Trump declaring a national emergency. The State has also declared a State of Emergency. In response to the spread of COVID-19, the United States government, state governments, local governments and private industries have taken measures to limit social interactions in an effort to limit the spread of COVID-19. The effects of the spread of COVID-19 and the government and private responses to the spread continue to rapidly evolve.

COVID-19 has caused significant disruptions to the global, national and State economy. The State's finances are likely to be adversely affected by the continued spread of COVID-19, the various governmental actions in response thereto and changes in the behavior of businesses and people. The State derives a significant portion of its annual revenues from the collection of sales tax. The impact of COVID-19 is expected to result in significant decreases in state and local sales tax revenues as a result of decreased tourism and commercial activity throughout the State. The State has released a voluntary disclosure on the impacts of COVID-19, which is available on the State of Florida Division of Bond Finance website. See "Changes in Law; Annual Appropriation; Inadequate State Payments" above in this Limited Offering Memorandum.

The extent to which COVID-19 impacts the Borrower and its financial condition will depend on future developments, which are highly uncertain and cannot be predicted by the Borrower, including the duration of the outbreak and measures taken to address the outbreak. The State's finances may materially be adversely affected by the continued spread of COVID-19, which could affect the amount or timing of State aid appropriated to public schools, including charter schools such as the Borrower. See "BONDHOLDERS' RISKS – Changes in Law; Annual Appropriation; Inadequate State Payments" in this Limited Offering Memorandum. In addition, the spread of COVID-19 could have an adverse effect on future enrollment. For example, if it is perceived that competitors of the Borrower, including traditional public schools or other charter schools, are better equipped to handle the spread of COVID-19 or similar future outbreaks or to provide virtual learning, it could lead to lower enrollment in the future. See "Competition for Students; School Choice Initiatives" above in this Limited Offering Memorandum.

On March 17, 2020, the Florida Department of Education ("FDOE") issued guidance closing all schools in the State through April 15, 2020, which was subsequently extended to May 1, 2020. On April 18, 2020, Governor Ron DeSantis announced all schools in Florida would remain closed for the remainder of the 2019-2020 school year. While the School was physically closed to students, instruction and services to students was provided by the Borrower for the remainder of the 2019-2020 school year.

On July 6, 2020, the Commissioner of the Florida Department of Education issued an Emergency Order (the "Emergency Order") regarding, among other things, the reopening of brick and mortar schools for the 2020-2021 school year and eliminating or adjusting certain State requirements to allow State revenues to be distributed to school districts based on pre-COVID enrollment forecasts pursuant to the adopted State budget recently signed by Governor DeSantis. The Emergency Order requires all school boards and charter school governing boards to open brick and mortar schools at least five days per week for all students in order to provide a full panoply of services to families who wish to educate their children in traditional brick and mortar schools, subject to advice and orders of health experts. The Emergency Order also allows for alternative instructional approaches (i.e., distance learning and/or hybrid models) outside of the traditional in-person instruction and virtual school. Each charter school governing board must submit a reopening plan to its sponsoring school district for approval. On July 15, 2020, the Borrower submitted its reopening plan to the School Board. Pursuant to the reopening plan, the Borrower will offer traditional full-time in person learning, in addition to other alternative services in compliance with the Emergency Order which may include, but are not limited to, providing distance learning to medically vulnerable children or students who are otherwise required to quarantine. See "APPENDIX A – THE BORROWER AND IMAGINE SCHOOLS AT WEST MELBOURNE" in this Limited Offering Memorandum.

The Florida Education Association has filed a lawsuit against Governor DeSantis, the Florida Commissioner of Education, the FDOE, Florida Board of Education, and the Mayor of Miami Dade County challenging the constitutionality of the Emergency Order, particularly the requirement to open brick and mortar schools. At this time, the outcome of such suit cannot be ascertained.

The Borrower cannot predict the amount of increased costs associated with the expected reopening, including whether there will be an increase in operational costs incurred to implement distance learning strategies, to provide personal protective equipment to students and staff or to clean, sanitize and maintain its facilities. The Borrower also cannot predict with certainty the potential long-term impacts of the outbreak on the State's revenues, including whether there will be a reduction in State funding, a reduction in taxable assessed values of properties in the school district, or a reduction in ad valorem tax collections, school impact fees and sales surtax revenues. See "Changes in Law; Annual Appropriation; Inadequate State Payments" above in this Limited Offering Memorandum.

The spread of COVID-19, among other causes, has created volatility in stock and bond markets in the United States and globally, which has affected the market for private activity bonds, like the Series 2021 Bonds, and which has affected or may affect the financial condition of State and federal governments. While the effects of COVID-19, including these lagging school-level and financial market-related indicators, cannot be determined or predicted at this time, the outbreak may have a materially adverse effect on the ability of the Borrower to operate the School, or demand for the Schools' services, or on the Borrower's financial condition as a result of the foregoing, materially adverse changes in the financial condition of the State or federal governments resulting in changes affecting funding of charter schools, or materially adverse changes in the public education marketplace in general. While the foregoing describes certain risks related to the coronavirus outbreak and COVID-19 ongoing in January 2021, the same types of risks may be associated with any contagious, epidemic, or pandemic disease. Any of the foregoing could have a material adverse effect on the ability of the Borrower to make Loan Payments in respect of debt service on the Series 2021 Bonds.

Currently, the Borrower is not anticipating a reduction in revenue from the State of Florida for future school years and the Budget Projection does not reflect any reduction. The State has stated that public school funding will continue to be disbursed as scheduled and that funding for the remainder of the current fiscal year will be based upon enrollment prior to the closure period. However, no assurance can be given that the State will not encounter unforeseen circumstances as a result of the COVID-19 pandemic and will not reduce public education funding in the current or future budget years.

Compliance with Federal and State Accountability Requirements

In December 2015, the ESSA was signed into law, amending the Elementary and Secondary Education Act of 1965 and replacing the No Child Left Behind Act of 2001 ("NCLB"). States were required to submit a state plan describing their approach to ESSA compliance by September 18, 2017, but Florida was given an extension due to Hurricane Irma, and submitted the state plan on September 20, 2017. The State went through a public input procedure and, in April 2018, submitted a revised ESSA state plan and waiver in response to feedback from the U.S. Department of Education. The U.S. Department of Education approved Florida's ESSA state plan on September 26, 2018.

If Imagine Schools at West Melbourne fails to meet the requirements of ESSA or a revised State accountability system, it may have a material adverse effect on the Borrower and its ability to make payments due under the Loan Agreement. For more information about State standards under the waiver, see "APPENDIX C – GENERAL INFORMATION REGARDING FLORIDA CHARTER SCHOOLS" in this Limited Offering Memorandum.

Termination, Nonrenewal or Revocation of Charter

The primary source of revenues to the Borrower is expected to be payments made pursuant to the Charter Contract. The Borrower holds the Charter Contract for Imagine Schools at West Melbourne. The current expiration date for the Charter Contract for Imagine Schools at West Melbourne is set forth above under "THE BORROWER." The Charter Contract provides that it may be renewed but there can be no

assurance that the Sponsor will renew the Charter Contract for any period or additional periods. The Charter Contract may be terminated by the Sponsor or the Sponsor may choose not to renew the Charter Contract if the Sponsor finds any of the following statutory grounds based on clear and convincing evidence: (i) if the Borrower fails to participate in the State's education accountability system created in Section 1008.31 of the Florida Statutes or fails to meet the requirements for student performance stated in the Charter Contract; (ii) if the Borrower fails to meet generally accepted standards of fiscal management; (iii) if material violations of law occur; or (iv) for good cause shown. State law also provides that the Charter Contract may be terminated immediately if the Sponsor determines that an immediate and serious threat to the health, safety, or welfare of the students exists. See "APPENDIX C – GENERAL INFORMATION REGARDING FLORIDA CHARTER SCHOOLS" in this Limited Offering Memorandum.

In addition to the statutory revocation provisions, the Charter Contract provides that it may be terminated by the Sponsor if the Borrower makes insufficient progress toward the student achievement objectives included in the Charter Contract, and if it is not likely that such objectives can be met before the expiration of the Charter Contract. The Sponsor may also terminate the Charter Contract if the Borrower consistently fails to submit required financial and annual reports in a timely fashion, or if there is any other non-compliance with any of the terms and conditions of the Charter Contract. If the Charter Contract is terminated or not renewed, the Borrower would be forced to cease operations of Imagine Schools at West Melbourne.

Operator Agreement

The Borrower's Operator Agreement with the Operator has a term that shall continue until termination or expiration of the Charter Contract, unless terminated or cancelled earlier pursuant to the provisions of the Operating Agreement. It is anticipated that the Borrower will rely upon the Operator for many aspects of the operation of the School. In the event that the Operator Agreement expires and is not renewed or is terminated in accordance with its terms, the Borrower would need to contract with another Operator or management company for operation and management of the School, or assume such management itself. As described above in this Limited Offering Memorandum, the Operator has agreed to a limited subordination of the payment of its fees under the terms of the Operator Agreement to payment of debt service on the Series 2021 Bonds. In addition, if the Operator Agreement is ever terminated, no assurance can be given that the Borrower will be able to contract with another manager or management company who would be willing to subordinate any portion of its fee.

Reputational Risk

Imagine Schools at West Melbourne is subject to financial and other risks, which risks may differ from those of other private, charter or public schools. For example, changes in the reputation of Imagine Schools at West Melbourne (or the Operator) or Imagine Schools at West Melbourne's faculty or student body, either generally or with respect to certain academic or extracurricular areas, may affect Imagine Schools at West Melbourne's ability to attract students to projected enrollment levels or Imagine Schools at West Melbourne's ability to attract quality teachers and staff at competitive salaries. Such changes in reputation may include, but are not limited to, those changes arising out of faculty or student behavior and actions within and outside of the school environment, including any media coverage and/or public discussion thereof. In addition, litigation brought against Imagine Schools at West Melbourne (or the Operator) by parents, civil authorities, students or former or potential employees (see "LITIGATION" herein) may have a materially adverse impact on the reputation of Imagine Schools at West Melbourne (the Operator) or the Borrower. There can be no assurance that these or other factors will not adversely affect the Borrower's ability to generate Revenues from Imagine Schools at West Melbourne in an amount sufficient to make Loan Repayments.

State Teacher Shortage

The State has faced in the past, and may face in the future, a teacher shortage. If a shortage materializes in future years, the Borrower may have to pay increased salaries or incur increased costs in recruiting new teachers. Teacher salaries and benefits are significant operating expenses for Imagine Schools at West Melbourne and increases in such expenses may decrease the amount of revenues of the Borrower available to make Loan Repayments.

Litigation

Schools are often the subject of litigation. Educator's professional liability and other actions alleging wrongful conduct and seeking punitive damages often are filed against education providers such as the Borrower and Imagine Schools at West Melbourne. Litigation may also arise from the corporate and business activities of the Borrower or Imagine Schools at West Melbourne, such as employee-related matters. As with educator's professional liability, many of these risks are covered by insurance, but some are not. For example, some business disputes and workers' compensation claims are not covered by insurance or other sources and, in whole or in part, may be a liability of the Borrower or Imagine Schools at West Melbourne if determined or settled adversely. Although the Borrower maintains insurance policies covering educator's professional and general liability, management of the Borrower is unable to predict the availability, cost or adequacy of such insurance in the future.

No Taxing Authority

Imagine Schools at West Melbourne is a Florida charter school and has no taxing power. Neither the Borrower nor Imagine Schools at West Melbourne possesses the ability to assess ad valorem taxes now or in the future. As such, the Borrower is completely dependent upon FEFP funding and other available revenues to make the Loan Repayments and other payments due under the Loan Agreement. Any event that would delay, reduce or eliminate FEFP funding from the State would have a material adverse effect on the ability of the Borrower to make such Loan Repayments and other payments under the Loan Agreement coming due thereafter. See "Termination, Non-Renewal or Revocation of Charter" above in this Limited Offering Memorandum.

Incurrence of Additional Indebtedness

The Loan Agreement permits the Borrower to incur additional indebtedness upon compliance with the provisions thereof. The incurrence of such additional indebtedness could increase the economic burden on the Borrower and its ability to make Loan Repayments. See "CERTAIN COVENANTS OF THE BORROWER – Limitations on Additional Indebtedness" in this Limited Offering Memorandum.

Priority of Security; Enforceability of Remedies

The Series 2021 Bonds are secured by the Trust Estate and are payable from the payments as herein described, including the rights, title and interest of the Issuer in the Series 2021 Facilities, subject to Permitted Liens (excluding the Reserved Rights). The Borrower has also pledged the Revenues to the payment of the Borrower's obligations under the Loan Agreement. The effectiveness of any security interest granted in the Revenues may be limited if the proceeds thereof are commingled with other moneys not subject to such security interest and if the Trustee does not take possession of cash constituting such receipts or the proceeds thereof. The Senior Bonds have a senior and priority pledge and are secured under the Senior Mortgage and the Subordinate Bonds have a pledge that is subordinate and junior to the Senior Bonds and the mortgage lien of the Subordination Mortgage securing the Subordinate Bonds is subordinate and junior to the Senior Bonds and the Senior Mortgage.

The practical realization of value from these funds upon any default will depend upon the exercise of various remedies specified by the Indenture and the Loan Agreement. These and other remedies may, in many respects, require judicial actions, which are often subject to discretion and delay. Under existing law (including particularly the U.S. Bankruptcy Code), the remedies specified by the Loan Agreement may not be readily available or may be limited. A court may decide not to order the specific performance of the covenants contained in the Loan Agreement. The various legal opinions to be delivered concurrently with the delivery of the Series 2021 Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by state and federal laws, rulings and decisions affecting remedies, and by bankruptcy, reorganization, or other laws affecting the enforcement of creditors' rights generally.

If the Charter Contract is terminated or not renewed, then all of Imagine Schools at West Melbourne's unencumbered funds, except for capital outlay funds and federal charter school program grant funds (both of which shall revert to the FDOE), shall revert to the School Board. Such funds and all district school board property and improvements, furnishings and equipment purchased with public funds shall revert to the School Board, subject to complete satisfaction of all lawful liens, such as the Mortgage, in accordance with the Charter School Act. If Imagine Schools at West Melbourne's accounting records fail to clearly establish whether a particular asset was purchased with public or non-public funds, then it shall be presumed that public funds were utilized, and ownership of the asset shall automatically revert to the School Board. Any unencumbered funds, district school board property and improvements, furnishings and equipment purchased with public funds in the possession of anyone other than Imagine Schools at West Melbourne shall be held in trust upon the district school board's request until any appeal status is resolved. The Borrower shall be responsible for its own debts and obligations and shall not pledge the full faith and credit of the School Board in regard to any debt.

Liquidation of Security May Not Be Sufficient in the Event of a Default

The Trustee and the Issuer must look solely to the Borrower's interest in the Series 2021 Facilities and any other assets of Imagine Schools at West Melbourne, to the extent not otherwise encumbered, and any monies held by the Trustee in the Debt Service Reserve Fund to pay and satisfy the Bonds in accordance with their terms. In the event the Revenues are insufficient to pay the Series 2021 Bonds, then, after the Borrower's interest in the Site and any other security for the Series 2021 Bonds have been exhausted, the Series 2021 Bondholders will have no person to pursue for any deficiency which may exist. The exercise of remedies under the Mortgage will be subject to Permitted Encumbrances. The Senior Bonds are secured by the Senior Mortgage and the Subordinate Bonds are secured by the Subordinate Mortgage which is subordinate and junior in rights to the Senior Mortgage.

If the Charter Contract is terminated or not renewed, then all of Imagine Schools at West Melbourne's unencumbered funds, except for capital outlay funds and federal charter school program grant funds (both of which shall revert to the State Department of Education), shall revert to the School Board. Such funds and all district school board property and improvements, furnishings and equipment purchased with public funds shall revert to the School Board, subject to complete satisfaction of all lawful liens, such as the Mortgage, in accordance with the Charter School Act. If Imagine Schools at West Melbourne's accounting records fail to clearly establish whether a particular asset was purchased with public or non-public funds, then it shall be presumed that public funds were utilized, and ownership of the asset shall automatically revert to the School Board. Any unencumbered funds, district school board property and improvements, furnishings and equipment purchased with public funds in the possession of anyone other than Imagine Schools at West Melbourne shall be held in trust upon the district school board's request until any appeal status is resolved. Imagine Schools at West Melbourne shall be responsible for its own debts and obligations and shall not pledge the full faith and credit of the School Board in regard to any debt.

Risks of Real Estate Investment

General. Development and operation of real estate, such as the Series 2021 Facilities, involves certain risks, including the risk of adverse changes in general economic and local conditions, including population decreases; uninsured losses; lack of attractiveness of the property to students/parents; cyclical nature of the real estate market; adverse changes in neighborhood values; and adverse changes in zoning laws, other laws and regulations and real property tax rates (to the extent such taxes are applicable to the Series 2021 Facilities). Such losses also include the possibility of fire or other casualty or condemnation. Changes in general or local economic conditions and changes in interest rates and the availability of mortgage or other funding may render the sale of the Series 2021 Facilities difficult or unattractive in the event of a default under the Bonds.

Damage, Destruction or Condemnation. Although the Borrower will be required to obtain certain insurance against damage or destruction as set forth in the Loan Agreement and the Mortgage, there can be no assurance that any portion of the Series 2021 Facilities will not suffer losses for which insurance cannot be or has not been obtained or that the amount of any such loss, or the period during which the Borrower, as a result of damage or destruction to the Series 2021 Facilities, cannot generate revenues, will not exceed the coverage of such insurance policies.

If the Series 2021 Facilities, or any portion thereof, is damaged or destroyed, or is taken in a condemnation proceeding, the proceeds of insurance or any such condemnation award for such Series 2021 Facilities, or any portion thereof, must be applied as provided in the Loan Agreement to restore or rebuild the Series 2021 Facilities or to redeem the Bonds. There can be no assurance that the amount of revenues available to restore or rebuild the Series 2021 Facilities, or any portion thereof, or to redeem the Bonds will be sufficient for that purpose, or that any remaining portion of the Series 2021 Facilities will generate revenues sufficient to pay the expenses of the Schools and the debt service on the Bonds remaining outstanding.

[Appraisal of the Series 2021 Facilities

_____, _____, Florida (the "Appraiser") completed an appraisal of the Series 2021 Facilities (on an as-built basis) in connection with the issuance of the Series 2021 Bonds. The Appraiser's report, dated _____, 2021 (the "Appraisal"), determined that based on the valuation analysis the following values for the Series 2021 Facilities were:

As Is Value (as of _____, 2021)

As Completed Value Conclusion (as of _____, 2021)

The "As Completed & Stabilized Fee Simple Value" was determined using the following approaches:

As Completed & Stabilized Fee Simple Value	Dollar Amount
Cost Approach	___
Sales Approach	___
Final Opinion	___

A copy of the Appraisal is on file with the Borrower and is available for review.

The value of the Series 2021 Facilities (currently and on an as-built basis for the Series 2021 Project) is only the professional opinion of the Appraiser at the time that such appraisal was completed. The actual value of the Series 2021 Facilities in the future will vary from the conclusions in such appraisal, which variance may be material and adverse. In the event of a foreclosure of the Mortgage on the Series 2021 Facilities, the value of the Series 2021 Facilities in such event cannot be determined and may be substantially less than the value indicated.

The Series 2021 Facilities, like other such buildings, require ongoing capital repairs and improvements to maintain their value and, although the Borrower intends to maintain the Series 2021 Facilities in good condition, but, no assurance can be given that the Borrower will have sufficient revenue to be able to maintain a regular capital improvements program for the Series 2021 Facilities in the future.]

Hazard Risk; Insurance

Brevard County, Florida, is located on the East side of Florida, and is exposed to the risk of hurricanes from the Atlantic Ocean. In the event of a hurricane in the vicinity of the Series 2021 Facilities, the operations of the Borrower could be impacted severely, by virtue of damage to the Series 2021 Facilities and delay in repairing, reconstructing or replacing them; delay in receiving insurance proceeds and Federal Emergency Management Administration payments; disruption of utilities; population and employment losses following hurricanes and other disruptions.

Whether or not a hurricane causes damage to the Series 2021 Facilities, the occurrence of hurricane losses generally may create instability in and contraction of the Florida voluntary insurance market, and the Borrower may not be able to continue to obtain windstorm insurance at commercially reasonable rates. Accordingly, in the event of windstorm casualty, the Borrower may not have sufficient funds to repair the Series 2021 Facilities and to be able to pay debt service on the Series 2021 Bonds.

The Borrower is required to keep or cause to be kept insurance against loss or damage to any structure constituting any part of the Series 2021 Facilities as set forth in the Loan Agreement. Such insurance is to be provided in an amount equal to the greater of (i) the replacement cost (without deduction for depreciation) of the Series 2021 Facilities or (ii) the principal amount of the Bonds then Outstanding, and shall be subject to a deductible not to exceed _____ (5% as to the peril of wind/hail), all as more fully set forth in the Loan Agreement; provided, however, that if the Borrower receives a certificate of an Insurance Consultant stating that such coverage is not available in the principal amount of the Bonds then Outstanding, such coverage shall be required in a lesser amount equal to the greater of (i) the replacement cost (without deduction for depreciation) of the Series 2021 Facilities and (ii) the maximum amount of such coverage available as set forth in a certificate of an Insurance Consultant. See "APPENDIX F – FORMS OF PRINCIPAL FINANCING DOCUMENTS" in this Limited Offering Memorandum.

Environmental Regulations

An environmental report generally involves the review of historical aerial photographs and real estate records to discover the prior use of the site and an on-site inspection to discover any open hazardous environmental conditions. Such studies are aimed at assessing the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater or surface water of the property. There can be no assurances as to the ultimate level of protection, if any, provided by the environmental report or any determination based thereon.

In connection with the issuance of the Series 2021 Bonds, a Phase I Environmental Site Assessment (the "Phase I Report") was completed by Kross Inspectors, Cape Coral, Florida ("Kross"), dated December 3, 2021, for the site of the Series 2021 Facilities. The Phase I Report did not identify any recognized environmental conditions ("RECs") or historical recognized environmental conditions ("HRECs") at the site of the Series 2021 Facilities or in connection with the surrounding/adjoining properties. See "APPENDIX A – THE BORROWER AND IMAGINE SCHOOLS AT WEST MELBOURNE – THE SERIES 2021 FACILITIES – Environmental Assessment" in this Limited Offering Memorandum.

The Borrower believes that it is in material compliance with applicable environmental laws for the Series 2021 Facilities. Owners of real estate such as the Borrower may, in the future, be adversely affected by legislative, regulatory, administrative and enforcement actions involving environmental controls.

Remedies May be Unenforceable

Remedies provided for in the Loan Agreement, the Mortgage and the Indenture may be unenforceable as a result of the application of principles of equity or of state and federal laws relating to bankruptcy, other forms of debtor relief, and creditors' rights generally. Furthermore, it is not certain whether a court would permit the exercise of the remedies of repossession and sale or leasing with respect thereto. The enforcement of any remedies provided in the Loan Agreement, the Mortgage and the Indenture could prove both expensive and time consuming. The Senior Bonds shall be secured by the Senior Mortgage on a basis senior to the Subordinate Bonds and the Subordinate Bonds shall be secured by the Subordinate Mortgage on a basis subordinate to the Senior Bonds.

Bankruptcy

Bankruptcy or other insolvency or similar proceedings affecting the Borrower may delay and otherwise adversely affect the enforcement of rights in the property granted as security for the obligations related to Series 2021 Bonds, including those granted by the Indenture, the Loan Agreement, and the Mortgage. For example, if the Borrower became a debtor in bankruptcy proceedings under Federal bankruptcy law, those proceedings would stay any proceeding to foreclose the lien of the Mortgage pending further order of the bankruptcy court, and could affect the Trustee's ability to obtain direct payments pursuant to the Loan Agreement. If the Borrower's obligations in connection with the Series 2021 Bonds exceeded the value of the collateral security for the obligations, then in Federal bankruptcy proceedings, the recovery for the Series 2021 Bondholders might be limited to the value of that collateral. In such a bankruptcy proceeding, a reorganization plan containing provisions, for example, backloading loan or bond payment amounts on the Series 2021 Bonds, could be confirmed and become effective even if the plan were not supported by some or all of the holders of the Series 2021 Bonds. Each of the legal opinions delivered in connection with the issuance of the Series 2021 Bonds will be qualified as to the effect of State and federal laws, rulings and decisions, including bankruptcy laws, affecting remedies and affecting the enforceability of remedies, creditors' rights generally, and the documents described herein. Notwithstanding the foregoing, the Senior Bonds shall be secured by the Senior Mortgage on a basis senior to the Subordinate Bonds and the Subordinate Bonds shall be secured by the Subordinate Mortgage on a basis subordinate to the Senior Bonds.

Failure to Provide Ongoing Disclosure

The Borrower has agreed for the benefit of the Series 2021 Bondholders to provide certain financial information, including certain quarterly and annual financial information, other operating data, and notices of material events. The Borrower will enter into a Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") with Digital Assurance Certification, LLC, as dissemination agent

(the "Dissemination Agent"), for the purpose of ensuring ongoing compliance with its continuing disclosure filing requirements. Failure to comply with the Continuing Disclosure Agreement in the future may adversely affect the liquidity of the Series 2021 Bonds and their market price in the secondary market. Failure to comply with the Continuing Disclosure Agreement in the future may adversely affect the liquidity of the affected Series 2021 Bonds and their market price in the secondary market.

Secondary Market

There is no guarantee that a secondary trading market will develop for the Series 2021 Bonds. Subject to applicable securities laws and prevailing market conditions, the Underwriter intends, but is not obligated, to make a market in the Series 2021 Bonds. Consequently, prospective bond purchasers should be prepared to hold their Series 2021 Bonds to maturity or prior redemption.

Compliance with Tax Covenants

The possible modification or repeal of certain existing federal income or State tax laws or other loss by the Borrower of the present advantages of certain provisions of the federal income or State tax laws could materially and adversely affect the status of the Borrower, and thereby the revenues of the Borrower. As an exempt organization, the Borrower is subject to a number of requirements affecting its operations. The failure of the Borrower to remain qualified as an exempt organization would affect the funds available to the Borrower for payments under the Loan Agreement. Failure of the Borrower to comply with certain requirements of the Code, or adoption of amendments to the Code to restrict the use of tax-exempt bonds for facilities such as the Series 2021 Facilities, could cause interest on the Tax-Exempt Bonds to be included in the gross income for federal income tax purposes of the Owners or former Owners. The tax-exempt status of the Tax-Exempt Bonds is based on the continued compliance by the Issuer and the Borrower with certain covenants contained in the Loan Agreement and in certificates executed by the Issuer and the Borrower in connection therewith. These covenants relate generally to arbitrage limitations, rebate of certain excess investment earnings to the federal government, restrictions on the amount of issuance costs financed with the proceeds of the Tax-Exempt Bonds and maintenance of the Borrower's status as an organization described in Section 501(c)(3) of the Code. Failure to comply with any of these covenants may result in the treatment of interest on the Tax-Exempt Bonds as taxable income to the Owners thereof, retroactive to their date of issuance. See "TAX MATTERS" in this Limited Offering Memorandum.

Bond Audits

Internal Revenue Service ("IRS") officials have indicated that more resources will be invested in audits of tax-exempt bonds in the charitable organization sector. The Tax-Exempt Bonds may be, from time to time, subject to audits by the IRS. The Borrower believes that the Tax-Exempt Bonds properly comply with the tax laws. In addition, Bond Counsel will render an opinion with respect to the tax-exempt status of the Tax-Exempt Bonds, as described under the caption "TAX MATTERS" in this Limited Offering Memorandum, which opinion speaks only as of its date. No ruling with respect to the tax-exempt status of the Tax-Exempt Bonds has been or will be sought from the IRS, however, and opinions of counsel are not binding on the IRS or the courts and are not guarantees. There can be no assurance that an audit of the Tax-Exempt Bonds will not adversely affect the tax status of the Tax-Exempt Bonds.

Loss of Tax-Exempt Status

The Borrower is a tax-exempt organization described in Section 501(c)(3) of the Code and is exempt from taxation under Section 501(a) of the Code. As a tax-exempt charitable organization, the Borrower and its operations are subject to various requirements specified by the Code and the regulations

promulgated thereunder. The Borrower must comply with those requirements in order to maintain its tax-exempt status. The Borrower may be audited by the IRS. Although the Borrower represents that it believes it is in compliance with applicable tax laws, an IRS audit of the Borrower ultimately could adversely affect its tax-exempt status. Loss of tax-exempt status by the Borrower could result in loss of tax exemption for federal income tax purposes of interest on the Tax-Exempt Bonds.

Additionally, the failure of the Operator to maintain its status as an organization described in Section 501(c)(3) of the Code or to comply with the Tax Covenants (as defined herein) could result in loss of tax exemption for federal income tax purposes of interest on the Series 2021 Tax-Exempt Bonds.

Legislation adopted by Congress in 1996 provides the IRS with an "intermediate" sanctions system of federal excise taxes to combat violations by tax-exempt organizations of the private inurement prohibition of the Code. Before the "intermediate sanctions law," the IRS could punish such violations only through revocation of an entity's tax-exempt status. Intermediate sanctions may be imposed where there is an "excess benefit transaction," defined to include a disqualified person (i.e., an insider) (i) engaging in a non-fair market value transaction with the tax-exempt organization, (ii) receiving unreasonable compensation from the tax-exempt organization, or (iii) receiving payment in an arrangement that violates the private inurement proscription. Intermediate sanctions may be imposed by the IRS either in lieu of or in addition to revocation of exemption. The legislation is potentially favorable to taxpayers in that it provides the IRS with a punitive option short of exemption revocation to deal with incidents of private inurement. However, the standards for tax exemption have not been changed and the IRS still has the authority to revoke tax-exempt status in appropriate circumstances.

Absence of Rating

No rating as to the creditworthiness of the Series 2021 Bonds has been requested from any organization engaged in the business of publishing such ratings. Typically, unrated bonds lack liquidity in the secondary market in comparison with rated bonds. As a result of the foregoing, the Series 2021 Bonds are believed to bear interest at higher rates than would prevail for bonds with comparable maturities and redemption provisions that have investment grade credit ratings. Nevertheless, the Series 2021 Bonds should not be purchased by any investor who, because of financial condition, investment policies or otherwise, does not desire to assume, or have the ability to bear, the risks inherent in an investment in the Series 2021 Bond regardless of the interest rate accruing thereunder. See "NO RATING" in this Limited Offering Memorandum.

Risks Related to Tax Reform

On December 22, 2017, the Tax Cuts and Jobs Act ("H.R. 1") was enacted into law. H.R. 1, among other things, reduced corporate tax rates, modified individual tax rates, eliminated many deductions, repealed the alternative minimum tax on corporations, and eliminated advance refundings of tax-exempt bonds. Although H.R. 1 retained previously existing law applicable to private activity bonds like the Tax-Exempt Bonds, H.R. 1 may affect the market value of the Series 2021 Bonds, and the ability of holders of the Series 2021 Bonds to sell their Series 2021 Bonds in the secondary market.

In addition, from time to time there are legislative proposals in the United States Congress and the State Legislature that, if enacted, could alter or amend the federal and State income tax matters with respect to the Series 2021 Bonds, adversely affect the market value or liquidity of the Series 2021 Bonds, impact the Borrower's income tax status or impact how the State funds public schools, including charter schools. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment or the status of tax exempt entities. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market

value or liquidity of the Series 2021 Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular lawsuit will be resolved, or whether the Series 2021 Bonds or the market value or liquidity thereof would be impacted thereby. Purchasers of the Series 2021 Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation.

Purchasers of the Series 2021 Bonds should be aware that future legislative actions (including federal income tax reform) may retroactively affect such investors' federal, state or local tax liability. In all such events, the market value of the Series 2021 Bonds may be impacted and the ability of holders to sell the Series 2021 Bonds in the secondary market may be reduced.

Cybersecurity

The Borrower's services and systems will be critical to operations or involve the storage, processing and transmission of sensitive data, including valuable intellectual property, other proprietary or confidential data, regulated data, and personal information of employees, students and others. Successful breaches, employee malfeasance, or human or technological error could result in, for example, unauthorized access to, disclosure, modification, misuse, loss, or destruction of the Borrower's or other third party data or systems; theft of sensitive, regulated, or confidential data including personal information and intellectual property; the loss of access to critical data or systems; service or system disruptions or denials of service.

Other Possible Bondholders' Risks

Regulatory and other changes resulting from the factors mentioned above, among others, or the occurrence of other unanticipated events, could have a material adverse effect on the Borrower's operations and the Budget Projection contained in "APPENDIX B – BUDGET PROJECTION" in this Limited Offering Memorandum.

The occurrence of any of the following events, or other unanticipated events, could adversely affect the operations of the Borrower:

(a) Establishment of mandatory governmental wage, rent or price controls;

(b) Inability to control increases in operating costs, including salaries, wages and fringe benefits, supplies and other expenses;

(c) Unionization, employee strikes and other adverse labor actions which could result in a substantial increase in expenditures without a corresponding increase in revenues; and

(d) Adoption of other federal, state or local legislation or regulations having an adverse effect on the future operating or financial performance of the Borrower.

TAX MATTERS

Tax Exemption of Series 2021 Tax-Exempt Bonds

General. In the opinion of Ice Miller LLP and Watson Sloane PLLC, Co-Bond Counsel, under existing federal statutes, decisions, regulations, and rulings, interest on the Series 2021 Tax-Exempt Bonds is excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code and is not a specific preference item for purposes of the federal alternative minimum tax. This

opinion is conditioned on continuing compliance by the Issuer and the Borrower with the Tax Covenants (hereinafter defined). Failure to comply with the Tax Covenants could cause interest on the Series 2021 Tax-Exempt Bonds to lose the exclusion from gross income for federal income tax purposes retroactive to the date of issuance of the Series 2021 Tax-Exempt Bonds. See APPENDIX F — "SUBSTANTIALLY FINAL FORMS OF OPINIONS OF CO-BOND COUNSEL" attached hereto for the substantially final forms of approving opinions of Co-Bond Counsel. Interest on the Series 2021 Bonds is not exempt from State income tax.

The Code imposes certain requirements which must be met subsequent to the issuance of the Series 2021 Tax-Exempt Bonds as a condition to the exclusion from gross income of interest on the Series 2021 Tax-Exempt Bonds for federal income tax purposes. The Issuer and the Borrower will covenant not to take any action nor fail to take any action, within their respective power and control, with respect to the Series 2021 Tax-Exempt Bonds that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Series 2021 Tax-Exempt Bonds pursuant to Section 103 of the Code (collectively, the "Tax Covenants"). The Indenture, the Loan Agreement, and certain certificates and agreements to be delivered on the date of delivery of the Series 2021 Tax-Exempt Bonds establish procedures under which compliance with the requirements of the Code can be met. It is not an event of default under the Indenture if interest on the Series 2021 Tax-Exempt Bonds is not excludable from gross income for federal income tax purposes or otherwise pursuant to any provision of the Code which is not in effect on the date of issuance of the Series 2021 Tax-Exempt Bonds.

Although Co-Bond Counsel has rendered an opinion on the federal and state tax matters above, the accrual or receipt of interest on the Series 2021 Tax-Exempt Bonds may otherwise affect a Bondholder's federal or state tax liability. The nature and extent of these other tax consequences will depend upon such Bondholder's particular tax status and such Bondholder's other items of income or deduction. Taxpayers who may be affected by such other tax consequences include, without limitation, financial institutions, certain insurance companies, "S" corporations, certain foreign corporations, individual recipients of Social Security or railroad retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry the Series 2021 Tax-Exempt Bonds. Co-Bond Counsel expresses no opinion regarding any other such tax consequences. Prospective purchasers of the Series 2021 Tax-Exempt Bonds should consult their own tax advisors with regard to other tax consequences of owning the Series 2021 Tax-Exempt Bonds.

Original Issue Discount. The initial public offering prices of the Series 2021 Tax-Exempt Bonds maturing on June 15, 20__ (the "Series 2021 Tax-Exempt Discounted Bonds"), are less than the principal amount payable at maturity as set forth on page (i) of this Limited Offering Memorandum. As a result, the Series 2021 Tax-Exempt Discounted Bonds will be considered to be issued with original issue discount. The difference between the initial public offering price of each maturity of the Series 2021 Tax-Exempt Discounted Bonds, as set forth on page (i) of this Limited Offering Memorandum (assuming it is the first price during the initial offering (the "Issue Price") at which a substantial amount of such maturity is sold to the public), and the principal amount payable at maturity of the Series 2021 Tax-Exempt Discounted Bonds will be treated as "original issue discount." With respect to a taxpayer who purchases a Series 2021 Tax-Exempt Discounted Bond in the initial public offering at the Issue Price and who holds such Series 2021 Tax-Exempt Discounted Bond to maturity, and subject to the condition that the Issuer and the Borrower comply with the covenants referred to in the first paragraph under "TAX MATTERS — Tax Exemption of Series 2021 Tax-Exempt Bonds — General" above, the full amount of original issue discount will constitute interest which is not includible in the gross income of the owner of such Series 2021 Tax-Exempt Discounted Bond for federal income tax purposes and such owner will not, under present federal income tax law, realize a taxable capital gain upon payment of such Series 2021 Tax-Exempt Discounted Bond upon maturity.

In general, the original issue discount on each Series 2021 Tax-Exempt Discounted Bond is treated as accruing daily over the term of such Series 2021 Tax-Exempt Discounted Bond on the basis of a constant interest rate compounded on an accrual basis at the end of each accrual period (with straight line interpolation between compounding dates).

Section 1288 of the Code provides, with respect to tax-exempt obligations such as the Series 2021 Tax-Exempt Discounted Bonds, that the amount of original issue discount accruing each period will be added to the owner's tax basis for the Series 2021 Tax-Exempt Discounted Bonds. Such adjusted tax basis will be used to determine taxable gain or loss upon disposition of the Series 2021 Tax-Exempt Discounted Bonds (including sale, redemption or payment at maturity). An owner of a Series 2021 Tax-Exempt Discounted Bond who disposes of such Series 2021 Tax-Exempt Discounted Bond prior to maturity should consult such owner's tax advisor as to the amount of original issue discount accrued over the period held and the amount of taxable gain or loss upon the sale or other disposition of such Series 2021 Tax-Exempt Discounted Bond prior to maturity.

As described above regarding tax-exempt interest, a portion of the original issue discount that accrues in each year to an owner of a Series 2021 Tax-Exempt Discounted Bond may result in certain collateral federal income tax consequences. In the case of a corporation, such portion of the original issue discount will be included in the calculation of the corporation's alternative minimum tax liability and its branch profits tax liability. Corporate owners of any Series 2021 Tax-Exempt Discounted Bonds should be aware that the accrual of original issue discount in each year may result in an alternative minimum tax liability or a branch profits tax liability, although the owners of such Series 2021 Tax-Exempt Discounted Bonds will not receive a corresponding cash payment until a later date.

Owners who purchase Series 2021 Tax-Exempt Discounted Bonds in the initial public offering but at a price different than the Issue Price should consult their own tax advisors with respect to the tax consequences of the ownership of the Series 2021 Tax-Exempt Discounted Bonds.

The Code contains certain provisions relating to the accrual of original issue discount in the case of subsequent purchasers of bonds such as the Series 2021 Tax-Exempt Discounted Bonds. Owners who do not purchase Series 2021 Tax-Exempt Discounted Bonds in the initial public offering should consult their own tax advisors with respect to the tax consequences of the ownership of the Series 2021 Tax-Exempt Discounted Bonds.

Owners of Series 2021 Tax-Exempt Discounted Bonds should consult their own tax advisors with respect to the state and local tax consequences of owning the Series 2021 Tax-Exempt Discounted Bonds. It is possible that under the applicable provisions governing the determination of state or local income taxes, accrued original issue discount on the Series 2021 Tax-Exempt Discounted Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment until a later year.

Taxation of the Series 2021C Bonds

General. The following is a summary of certain material federal and State income tax consequences of the purchase, ownership and disposition of the Series 2021C Bonds for the investors described below. This summary is based upon laws, regulations, rulings and decisions currently in effect, all of which are subject to change. The discussion does not deal with all federal or State tax consequences applicable to all categories of investors, some of which may be subject to special rules, including but not limited to, partnerships or entities treated as partnerships for federal income tax purposes, pension plans and foreign investors, except as otherwise indicated. In addition, this summary is generally limited to investors that are "U.S. holders" (as defined below) who will hold the Series 2021C Bonds as "capital

assets" (generally, property held for investment) within the meaning of the Code. Investors should consult their own tax advisors to determine the federal, state, local and other tax consequences of the purchase, ownership and disposition of the Series 2021C Bonds. Prospective investors should note that no rulings have been or will be sought from the IRS with respect to any of the federal income tax consequences discussed below, and no assurance can be given that the IRS will not take contrary positions.

As used herein, a "U.S. holder" is a "U.S. person" that is a beneficial owner of a Series 2021C Bond. A "non U.S. holder" is a holder (or beneficial owner) of a Series 2021C Bond that is not a U.S. person. For these purposes, a "U.S. Person" is a citizen or resident of the United States, a corporation or partnership created or organized in or under the laws of the United States or any political subdivision thereof (except, in the case of a partnership, to the extent otherwise provided in the Treasury Regulations), an estate the income of which is subject to United States federal income taxation regardless of its source or a trust if (i) a United States court is able to exercise primary supervision over the trust's administration and (ii) one or more United States persons have the authority to control all of the trust's substantial decisions.

Interest on the Series 2021C Bonds (including original issue discount treated as interest) is **not** excludable from gross income for federal income tax purposes under Section 103 of the Code. Interest on the Series 2021C Bonds (including original issue discount treated as interest) will be fully subject to federal income taxation. Thus, owners of the Series 2021C Bonds generally must include interest (including original issue discount treated as interest) on the Series 2021C Bonds in gross income for federal income tax purposes.

Taxation of Interest Income. Payments of interest with regard to the Series 2021C Bonds will be includible as ordinary income when received or accrued by the holders thereof in accordance with their respective methods of accounting and applicable provisions of the Code. Payments of interest received with respect to the Series 2021C Bonds will also constitute investment income for purposes of certain limitations of the Code concerning the deductibility of investment interest expense. Potential holders of the Series 2021C Bonds should consult their own tax advisors concerning the treatment of interest payments with regard to the Series 2021C Bonds.

Individual owners will also be subject to the net investment income tax. This additional tax is 3.8% of the lesser of (i) net investment income (defined as gross income from interest, dividends, net gain from disposition of property not used in a trade or business, and certain other listed items of gross income), or (ii) the excess of "modified adjusted gross income" of the individual over $200,000 for unmarried individuals ($250,000 for married couples filing a joint return and a surviving spouse). Holders of the Series 2021C Bonds should consult with their tax advisor concerning this additional tax as it may apply to interest earned on the Series 2021C Bonds as well as gain on the sale of a Series 2021C Bond.

A purchaser who buys a Series 2021C Bond at a discount from its principal amount will be subject to the market discount rules of the Code. In general, the market discount rules of the Code treat principal payments and gain on disposition of a debt instrument as ordinary income to the extent of accrued market discount. Each potential investor should consult his tax advisor concerning the application of the market discount rules to the Series 2021C Bonds.

Sale or Exchange of the Series 2021C Bonds. If a Bondholder sells a Series 2021C Bond, such person will recognize gain or loss equal to the difference between the amounts realized on such sale and the Bondholder's basis in such Series 2021C Bond. Ordinarily, such gain or loss will be treated as a capital gain or loss. However, if a Series 2021C Bond was subsequently purchased at a market discount, a portion of such gain will be recharacterized as ordinary income.

If the terms of a Series 2021C Bond were materially modified, in certain circumstances, a new debt obligation would be deemed created and exchanged for the prior obligation in a taxable transaction. Among the modifications which may be treated as material are those which relate to redemption provisions and, in the case of a nonrecourse obligation, those which involve the substitution of collateral. Each potential holder of a Series 2021C Bond should consult its own tax advisor concerning the circumstances in which the Series 2021C Bonds would be deemed reissued and the likely effects, if any, of such reissuance.

The legal defeasance of the Series 2021C Bonds may result in a deemed sale or exchange of such Series 2021C Bonds under certain circumstances. Owners of such Series 2021C Bonds should consult their tax advisors as to the federal income tax consequences of such a defeasance.

Backup Withholding. Certain purchasers may be subject to backup withholding at the applicable rate determined by statute with respect to interest paid with respect to the Series 2021C Bonds, if the purchasers, upon issuance, fail to supply the Trustee or their brokers with their taxpayer identification numbers, furnish incorrect taxpayer identification numbers, fail to report interest, dividends or other "reportable payments" (as defined in the Code) properly, or, under certain circumstances, fail to provide the Trustee with a certified statement, under penalty of perjury, that they are not subject to backup withholding.

Tax Treatment of Series 2021C Bond Premium. If the United States Bondholder's basis in a Series 2021C Bond exceeds the sum of all amounts payable on the Series 2021C Bond after the date on which the holder acquires it other than qualified stated interest, such excess will constitute amortizable bond premium with respect to the Series 2021C Bond and, in the case of a Series 2021C Bond with original issue discount, such holder will not have to account for original issue discount with respect to such Series 2021C Bond. The Bondholder of a Series 2021C Bond having amortizable bond premium generally may elect to amortize the premium over the remaining term of the Series 2021C Bond of a constant yield method as an offset to interest when includable in income under its regular accounting method. In the case of instruments that provide for alternative payment schedules, bond premium is calculated by assuming that (a) the Bondholder will exercise or not exercise options in a manner that maximizes its yield and (b) the issuer will exercise or not exercise options in a manner that minimizes its yield (except that the issuer will be assumed to exercise call options in a manner that maximizes the holder's yield). If the Bondholder does not elect to amortize bond premium, that premium will decrease the gain or increase the loss that would otherwise be recognized on disposition of the Series 2021C Bond. An election to amortize premium on a constant yield method will also apply to all debt obligations held or subsequently acquired by the Bondholder on or after the first day of the first taxable year to which the election applies. The Bondholder may not revoke the election without the consent of the IRS. Bondholders of Series 2021C Bonds having amortizable bond premium should consult with their own tax advisors before making this election.

State, Local or Foreign Taxation. No representations are made regarding the tax consequences of purchase, ownership or disposition of the Series 2021C Bonds under the tax laws of any state, locality or foreign jurisdiction (except as provided with respect to the State of Florida income tax imposed on individuals). Investors considering an investment in the Series 2021C Bonds should consult their own tax advisors regarding such tax consequences.

Tax-Exempt Investors. In general, an entity which is exempt from federal income tax under the provisions of Section 501 of the Code is subject to tax on its unrelated business taxable income. An unrelated trade or business is any trade or business which is not substantially related to the purpose which forms the basis for such entity's exemption. However, under the provisions of Section 512 of the Code, interest may be excluded from the calculation of unrelated business taxable income unless the obligation which gave rise to such interest is subject to acquisition indebtedness. Therefore, except to the extent any

holder of a Series 2021C Bond incurs acquisition indebtedness with respect to a Series 2021C Bond, interest paid or accrued with respect to such Bondholder may be excluded by such tax-exempt Bondholder from the calculation of unrelated business taxable income. Each potential tax-exempt holder of a Series 2021C Bond is urged to consult its own tax advisor regarding the application of these provisions.

Certain ERISA Considerations. The Employee Retirement Income Security Act of 1974, as amended ("ERISA"), imposes certain requirements on "employee benefit plans" (as defined in Section 3(3) of ERISA) subject to ERISA, including entities such as collective investment funds and separate accounts whose underlying assets include the assets of such plans (collectively, "ERISA Plans") and on those persons who are fiduciaries with respect to ERISA Plans. Investments by ERISA Plans are subject to ERISA's general fiduciary requirements, including the requirement of investment prudence and diversification and the requirement that an ERISA Plan's investments be made in accordance with the documents governing the ERISA Plan. The prudence of any investment by an ERISA Plan in the Series 2021C Bonds must be determined by the responsible fiduciary of the ERISA Plan by taking into account the ERISA Plan's particular circumstances and all of the facts and circumstances of the investment. Government and non-electing church plans are generally not subject to ERISA. However, such plans may be subject to similar or other restrictions under state or local law.

In addition, ERISA and the Code generally prohibit certain transactions between an ERISA Plan or a qualified employee benefit plan under the Code and persons who, with respect to that plan, are fiduciaries or other "parties in interest" within the meaning of ERISA or "disqualified persons" within the meaning of the Code. In the absence of an applicable statutory, class or administrative exemption, transactions between an ERISA Plan and a party in interest with respect to an ERISA Plan, including the acquisition by one from the other of the Series 2021C Bonds could be viewed as violating those prohibitions. In addition, Code Section 4975 prohibits transactions between certain tax-favored vehicles such as Individual Retirement Accounts and disqualified persons. Code Section 503 includes similar restrictions with respect to governmental and church plans. In this regard, the Issuer or the Underwriter of the Series 2021C Bonds might be considered or might become a "party in interest" within the meaning of ERISA or a "disqualified person" within the meaning of the Code, with respect to an ERISA Plan or a plan or arrangement subject to Code Sections 4975 or 503. Prohibited transactions within the meaning of ERISA and the Code may arise if the Series 2021C Bonds are acquired by such plans or arrangements with respect to which the Issuer or the Underwriter is a party in interest or disqualified person.

In all events, fiduciaries of ERISA Plans and plans or arrangements subject to the above Code Sections, in consultation with their advisors, should carefully consider the impact of ERISA and the Code on an investment in the Series 2021C Bonds. The sale of the Series 2021C Bonds to a plan is in no respect a representation by the Issuer or the Underwriter that such an investment meets the relevant legal requirements with respect to benefit plans generally or any particular plan. Any plan proposing to invest in the Series 2021C Bonds should consult with its counsel to confirm that such investment is permitted under the plan documents and will not result in a non-exempt prohibited transaction and will satisfy the other requirements of ERISA, the Code and other applicable law.

The foregoing does not purport to be a comprehensive description of all of the tax consequences of owning the Series 2021C Bonds. Prospective purchasers of the Series 2021C Bonds should consult their own tax advisors with respect to the foregoing and other tax consequences of owning such Series 2021C Bonds.

Legislation affecting municipal bonds is considered from time to time by the United States Congress. There can be no assurance that legislation enacted or proposed after the date of issuance of the Series 2021C Bonds will not have an adverse effect on the market price of the Series 2021C Bonds.

State Tax Exemption

The Series 2021 Bonds and the interest thereon are exempt from taxation under the laws of the State of Florida, except for taxes and taxes imposed by Chapter 220, Florida Statutes, as amended, or interest, income, or profits on debt obligations owned by corporations, as defined in said Chapter 220.

LEGAL MATTERS

Certain legal matters incident to the authorization and issuance of the Series 2021 Bonds are subject to the legal opinion of Ice Miller LLP, Columbus, Ohio. The signed legal opinions, dated and premised on law in effect as of the date of original delivery of the Series 2021 Bonds, will be delivered to the Underwriter at the time of original delivery. See "TAX MATTERS" in this Limited Offering Memorandum. Certain legal matters will be passed upon for the Issuer by Michael J. Stebbins, P.L., Pensacola, Florida, for the Borrower by Goren, Cherof, Doody & Ezrol, P.A., Fort Lauderdale, Florida, and for the Underwriter by Ballard Spahr LLP, Minneapolis, Minnesota, and for the Operator by its General Counsel. The Bondholder Representative has been represented by Quarles & Brady LLP, Milwaukee, Wisconsin. In matters unrelated to the Series 2021 Bonds, Ballard Spahr LLP has represented and may, in the future, represent the Bondholder Representative.

The proposed text of the legal Opinion of Bond Counsel is set forth in APPENDIX G attached hereto. The actual legal opinion to be delivered may vary from that text if necessary to reflect facts and law on the date of delivery. The opinion will speak only as of its date, and subsequent distribution of such opinion by recirculation of this Limited Offering Memorandum or otherwise will create no implication that Bond Counsel has reviewed or express any opinion concerning any of the matters referenced in the opinions subsequent to its date.

LITIGATION

The Borrower

There is no litigation pending or, to the knowledge of the Borrower, threatened, against the Borrower, which in any manner questions the right or ability of the Borrower to enter into the Loan Agreement, the Bond Purchase Agreement, or the Continuing Disclosure Agreement, or the Mortgage or to fulfill the obligations imposed upon the Borrower thereby. The Borrower may, from time to time, be involved in various legal actions consistent with the general experience of entities of similar nature and size.

No Proceedings Against the Issuer

Notwithstanding pending litigation, if any, associated with conduit bond issues which are unrelated to the Series 2021 Bonds, there is no litigation pending or, to the knowledge of the Issuer, threatened restraining or enjoining the issuance or delivery of the Series 2021 Bonds or questioning or affecting the issuance or the validity of the Series 2021 Bonds or the proceedings or authority under which they are to be issued or which in any manner questions the right of the Issuer to enter into the Indenture, the Bond Purchase Agreement or the Loan Agreement or to secure the Series 2021 Bonds in the manner provided in the Indenture.

UNDERWRITING

The Series 2021 Bonds will initially be purchased by Piper Sandler & Co. (the "Underwriter"). The Underwriter has agreed to purchase the Series 2021A Bonds for a purchase price of $_____ which amount represents the principal amount of the Series 2021A Bonds ($_____), [plus/less] [net] original issue [premium/discount] of $_____, less the Underwriter's discount of $_____. The Underwriter has agreed to purchase the Series 2021B Bonds for a purchase price of $_____ which amount represents the principal amount of the Series 2021B Bonds ($_____), [plus/less] [net] original issue [premium/discount] of $_____, less the Underwriter's discount of $_____. The Underwriter has agreed to purchase the Series 2021C Bonds for a purchase price of $_____, which amount represents the principal amount of the Series 2021B Bonds ($_____), less the Underwriter's discount of $_____. The Underwriter has agreed to purchase the Series 2021 Bonds, subject to the terms of a Bond Purchase Agreement (the "Bond Purchase Agreement"), among the Issuer, the Borrower and the Underwriter. The Bond Purchase Agreement provides that the Underwriter shall purchase all Series 2021 Bonds if any are purchased, and that the obligation to make such purchase is subject to certain terms and conditions set forth in the Bond Purchase Agreement, the approval of certain legal matters by counsel and certain other conditions. The initial offering prices set forth on the back of the cover page hereof may be changed from time to time by the Underwriter. The Borrower has agreed under the Bond Purchase Agreement to indemnify the Underwriter and the Issuer against certain liabilities, including certain liabilities under federal and state securities laws. The Borrower has also agreed that nothing in the Bond Purchase Agreement or elsewhere shall be construed to require the purchase of any Additional Bonds by the Underwriter or to require the Underwriter to provide financing for additional facilities, or to entitle the Underwriter to purchase any Additional Bonds or provide such financing.

INVESTMENT IN THE SERIES 2021 BONDS INVOLVES A SIGNIFICANT DEGREE OF RISK AND EACH PROSPECTIVE INVESTOR SHOULD CONSIDER ITS FINANCIAL CONDITION AND THE RISKS INVOLVED TO DETERMINE THE SUITABILITY OF INVESTING IN THE SERIES 2021 BONDS.

AUDITED FINANCIAL STATEMENTS OF THE BORROWER

The audited financial statements for the Borrower as of and for the Fiscal Year ended June 30, 2021 (the "Audited Financial Statements"), are included in APPENDIX D to this Limited Offering Memorandum. These are the most recent audited financial statements available for the Borrower. The Audited Financial Statements were audited by King & Walker, CPAs, PL, Tampa, Florida, independent certified public accountants (the "Auditor"), as stated in their report thereon. King & Walker, CPAs, PL, an independent auditor, has not been engaged to perform and has not performed, since the date of its reports included in APPENDIX D to this Limited Offering Memorandum, any procedures on the financial statements addressed in those reports. The Auditor also has not performed any procedures relating to this Limited Offering Memorandum. See "APPENDIX D – AUDITED FINANCIAL STATEMENTS OF THE BORROWER FOR THE FISCAL YEAR ENDED JUNE 30, 2021" in this Limited Offering Memorandum.

UNAUDITED FINANCIAL STATEMENTS OF THE BORROWER

APPENDIX E to this Limited Offering Memorandum contains the unaudited interim balance sheets and income statements of the Borrower for the three-month period ended September 30, 2021. The unaudited interim financial statements contained in APPENDIX E have been prepared by the Borrower and have not been reviewed, audited, or examined by any independent accounting firm. See "APPENDIX

E – UNAUDITED INTERIM FINANCIAL STATEMENTS OF THE BORROWER FOR THE THREE-MONTH PERIOD ENDED SEPTEMBER 30, 2021" in this Limited Offering Memorandum.

THE BUDGET PROJECTION

The operator, on behalf of the Borrower, has prepared the budget projection and related assumptions included in APPENDIX B to this Limited Offering Memorandum. The Budget Projection is based on the assumptions made by the Operator and the Borrower as to, among other things, future enrollment levels, future costs and future revenues. The Budget Projection is for the fiscal years of the Borrower ending June 30, 2022 through June 30, 20__. The Budget Projection (including the notes thereto) should be read in its entirety.

The Budget Projection is based on various assumptions that represent only the beliefs of the Operator as to the most probable future events and are subject to material uncertainties. No assurances can be given by the Operator that the Borrower will, in fact, be able to generate sufficient revenue and attain the enrollment levels as stated in the Budget Projection, and variations from the Budget Projection for each of such matters should be expected to occur. Accordingly, the operations and financial condition of the Borrower in the future will inevitably vary from those set forth in the Budget Projection, and such variance may be material and adverse. See "BONDHOLDERS' RISKS – Budget Projection" in this Limited Offering Memorandum.

The Operator, on behalf of the Borrower, has not assumed any responsibility after the issuance of the Series 2021 Bonds to update the Budget Projection or to provide any financial forecasts or projections in the future. The Underwriter and the Issuer have made no independent inquiry as to the assumptions on which the Budget Projection is based and assume no responsibility therefor. See "APPENDIX B – BUDGET PROJECTION" in this Limited Offering Memorandum.

BORROWER VOLUNTARY CONTINUING DISCLOSURE

Although the Series 2021 Bonds are exempt from the ongoing reporting requirements under Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission (the "SEC") as a result of the agreement of the Underwriter to only sell the Series 2021 Bonds to no more than 35 investors who qualify as "accredited investors" with the meaning of Rule 501(a) of Regulation D promulgated under the Securities Act in minimum denominations of $100,000. In order to assist in the marketability of the Series 2021 Bonds, the Borrower has voluntarily agreed to comply with the provisions of the Continuing Disclosure Agreement, dated as of December 1, 2021 (the "Continuing Disclosure Agreement"), between the Borrower and Digital Assurance Certification, LLC, as Dissemination Agent. See "APPENDIX H – FORM OF CONTINUING DISCLOSURE AGREEMENT" in this Limited Offering Memorandum. The Borrower has not previously been subject to the Continuing Disclosure Rule.

Pursuant to the Continuing Disclosure Agreement, the Borrower will agree to provide, or cause to be provided, annually to designated information repositories certain quantitative financial information and operating data of the type specified in the Continuing Disclosure Agreement; and to provide in a timely manner to designated information repositories notice of the occurrence of certain events, if material (within the meaning of the Continuing Disclosure Rule), and of any failure to provide required information when due. The Continuing Disclosure Agreement does not require that information be provided to all registered owners or Beneficial Owners of the Series 2021 Bonds, but rather requires only that such information be provided to certain information repositories.

The Issuer has not, and will not, undertake any responsibilities to provide continuing disclosure with respect to the Series 2021 Bonds and will have no liability to Bondholders with respect to any such disclosures.

THE TRUSTEE

The Issuer has appointed UMB Bank, National Association, a national banking association organized under the laws of the United States of America, to serve as Trustee. The Trustee is a national banking association organized and existing under the laws of the United States of America, having all of the powers of a bank, including fiduciary powers, and is a member of the Federal Deposit Insurance Corporation and the Federal Reserve System. The Trustee is only responsible to carry out those specific duties assigned to it under the Indenture. Except for the contents of this section, the Trustee has not reviewed or participated in the preparation of this Limited Offering Memorandum and assumes no responsibility for the nature, contents, accuracy, fairness or completeness of the information set forth in this Limited Offering Memorandum or for the recitals contained in the Indenture, the Loan Agreement, or the Series 2021 Bonds, or for the validity, sufficiency, or legal effect of any of such documents.

Furthermore, the Trustee has no oversight responsibility, and is not accountable, for the use or application by the Issuer of any of the Series 2021 Bonds authenticated or delivered pursuant to the Indenture. The Trustee has not evaluated the risks, benefits, or propriety of any investment in the Series 2021 Bonds and makes no representation, and has reached no conclusions, regarding the value or condition of any assets or revenues pledged or assigned as security for the Series 2021 Bonds, or the investment quality of the Series 2021 Bonds, about all of which the Trustee expresses no opinion and expressly disclaims the expertise to evaluate.

FINANCIAL ADVISOR

Ford & Associates, Inc. Tampa, Florida, has served as financial advisor (the "Financial Advisor") to the Borrower with respect to the sale of the Series 2021 Bonds. A portion of the Financial Advisor's fee for services rendered with respect to the sale of the Series 2021 Bonds is contingent on the issuance and delivery of the Series 2021 Bonds. The Financial Advisor is not obligated to undertake, and has not undertaken, either to make an independent verification of or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Limited Offering Memorandum and the appendixes hereto.

NO RATING

The Issuer has not applied for a rating on the Series 2021 Bonds from any of the national credit rating agencies, and, consequently, the Series 2021 Bonds have not been rated by any national credit rating agency. The Issuer has not received a rating from any of the national credit rating agencies. The Series 2021 Bonds are believed to bear higher rates of interest than obligations with investment-grade ratings in order to compensate investors for a level of risk that is higher than the risk generally associated with investment-grade obligations. In addition, unrated obligations such as the Series 2021 Bonds typically have less liquidity in the secondary market than obligations that have received a rating from a national credit rating agency. See “BONDHOLDERS RISKS – Absence of Rating” in this Limited Offering Memorandum.

CONTINGENT FEES

Co-Bond Counsel, Michael J. Stebbins, P.L., as counsel to the Issuer, counsel to the Bondholder Representative, counsel to the Underwriter, [the Financial Advisor] and the Trustee (who has retained Trustee's Counsel) have been retained with respect to the authorization, sale, execution and delivery of the Series 2021 Bonds. Payment of all or a portion of the fees and expenses to such professionals and an underwriting discount to the [Underwriter], including the fees of their counsel, if any, are each contingent upon the sale and delivery of the Series 2021 Bonds. In addition, the total compensation of the Issuer's Executive Director, an employee of the City of Gulf Breeze, Florida, may increase, in the form of an annual bonus, as a consequence of the issuance of the Series 2021 Bonds.

MISCELLANEOUS

The Borrower has furnished the information in this Limited Offering Memorandum relating to itself, Imagine Schools at West Melbourne, and the Series 2021 Project and has reviewed the information related to the plan of financing and related documents and information. The Issuer has furnished only the information in this Limited Offering Memorandum under the captions "THE ISSUER" and "LITIGATION – No Proceedings Against the Issuer." The Underwriter has furnished the information in this Limited Offering Memorandum with respect to the offering prices of the Series 2021 Bonds and the information under the caption "UNDERWRITING" in this Limited Offering Memorandum.

ANY STATEMENTS MADE IN THIS LIMITED OFFERING MEMORANDUM INVOLVING MATTERS OF OPINION OR OF ESTIMATES, WHETHER OR NOT SO EXPRESSLY STATED, ARE SET FORTH AS SUCH AND NOT AS REPRESENTATIONS OF FACT, AND NO REPRESENTATION IS MADE THAT ANY OF THE ESTIMATES WILL BE REALIZED.

The information contained above is neither guaranteed as to accuracy or completeness nor to be construed as a representation by the Issuer, the Trustee or the Underwriter. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Limited Offering Memorandum nor any sale made hereunder is to create, under any circumstances, any implication that there has been no change in the affairs of the Borrower or the Issuer from the date hereof.

The Limited Offering Memorandum is submitted in connection with the sale of the securities referred to herein and may not be reproduced or used, as a whole or in part, for any other purpose.

The distribution and use of this Limited Offering Memorandum have been acknowledged by the Issuer and approved by the Borrower. This Limited Offering Memorandum is not to be construed as an agreement or contract between the Issuer or the Borrower and any purchaser, owner, or holder of any Series 2021 Bond.

MILESTONES COMMUNITY SCHOOL, INC.

By: _____

Title: _____

APPENDIX A

THE BORROWER AND IMAGINE SCHOOLS AT WEST MELBOURNE

APPENDIX B

BUDGET PROJECTION

APPENDIX B

BUDGET PROJECTION

APPENDIX C

GENERAL INFORMATION REGARDING FLORIDA CHARTER SCHOOLS

APPENDIX C

GENERAL INFORMATION REGARDING FLORIDA CHARTER SCHOOLS

General Background

Charter schools are an established innovation in public education. They are public schools that hold and operate under a state or local agency contract, known as a "charter," to meet specified student achievement goals. In return, the charter school is allocated public educational funds for a stated period of time. For the 2017-18 school year, there was an estimated national enrollment of 3.2 million charter school students in 44 states and the District of Columbia across more than 7,000 schools. In Florida, charter schools served more than 302,000 students in more than 661 schools during the 2017-18 school year.

While charter schools are an established part of the public education system in Florida, the law continues to evolve. Amendments designed to facilitate cooperative relationships between charter applicants and sponsors, to better define application and performance standards for charter schools and the State and to increase the amount and improve the availability of information regarding charter school performance all became effective in the last few years. The substance of recent amendments is reflected in the following description of Florida charter school laws.

Statutory Background (FLA. STAT. §§ 1002.33(1), (3), (6), & (7)).

In Florida, an individual, a group of parents or teachers, a legal entity organized under the laws of the State, or municipality may apply for a charter. Applications for designation as a charter school in Florida are submitted to the district school board having jurisdiction over the county in which the charter school will be located, or a state university in the case of a charter lab school. A district school board then considers charter school applications received on or before February 1 of each calendar year for charter schools to be opened 18 months later at the beginning of the school district's school year, or to be opened at a time determined by the applicant. A school board may not refuse to receive a charter school application submitted before February 1 and may receive an application submitted later than February 1 if it chooses.

A district school board shall approve or deny an application by a majority vote no later than 90 calendar days after the application is received, unless the district school board and the applicant mutually agree to temporarily postpone the vote to a specific date. If postponed, the district school board must then approve or deny the application by a majority vote prior to the specified date. Before approving or denying any application, the sponsor shall allow the applicant at least seven calendar days to make technical or non-substantive corrections and clarifications, if such errors are identified as cause to deny the application. If the district school board fails to act on the application, an applicant may appeal to the State Board of Education. If an application is denied, the district school board must articulate, in writing, the specific reasons for its denial of the charter application within 10 days. A denial must be based upon good cause.

An applicant may appeal any denial of that applicant's application or failure to act on an application to the State Board of Education no later than 30 calendar days after receipt of the district school board's decision or failure to act and shall notify the district school board of its appeal. Any response of the district school board shall be submitted to the State Board of Education within 30 calendar days after notification of the appeal. Upon receipt of notification from the State Board of Education that a charter school applicant is filing an appeal, the Commissioner of Education shall convene a meeting of the Charter School Appeal Commission to study and make recommendations to the State Board of Education regarding its pending decision about the appeal. The Commission shall forward its recommendations to the State Board of Education at least seven calendar days before the date on which the appeal is to be held. If the appeal of a denial of an application is submitted by a high-performing charter school or a high-performing charter school system, the State Board of Education must determine whether the district school board properly demonstrated by clear and convincing evidence that the application does not materially comply with the requirements, the charter school proposed in the application does not materially comply with the requirements, the proposed charter school's educational program does not substantially replicate that of the applicant or one of the applicant's high-performing charter schools, the applicant has made a material misrepresentation or false statement or concealed an essential or material fact during the application process, or the proposed charter school's educational program and financial management practices do not materially comply with the requirements.

The State Board of Education shall, by majority vote, accept or reject the decision of the district school board no later than 90 calendar days after an appeal is filed in accordance with rules of the State Board of Education.

Upon approval of a charter application, the initial startup commences with the beginning of the public school calendar for the district in which the charter is granted. A charter school may defer the commencement of the school's operations for up to two years to provide time for adequate facility planning without reducing the initial five-year term of the charter. A third planning year may also be used, but counts against the initial term of the charter, effectively reducing the five-year term to a four-year term. The terms and conditions for the operation of a charter school shall be set forth by the sponsoring school district and the applicant in a written contractual agreement, the charter. The sponsor is prohibited by statute from imposing unreasonable rules or regulations that violate the intent of giving charter schools greater flexibility to meet educational goals. The sponsor has 30 days after approval of the application to provide an initial proposed charter contract to the charter school. The applicant and the sponsor then have 40 days to negotiate and notice the charter contract for final approval by the sponsor, unless both parties agree to an extension.

The initial term of a charter is for five years, excluding two planning years, as set forth above. To facilitate access to long-term financial resources for charter school construction, charter schools that are operated by a private, not-for-profit corporation exempt from taxes under Section 501(c)(3) of the Code, as amended, are eligible for up to a 15-year charter, subject to approval by the district school board. In order to facilitate access to long-term financial resources for charter school construction, charter schools that are operated by a municipality or other public entity as provided by law are eligible for up to a 15-year charter, subject to approval by the district school board.

Renewal and Termination of the Charter (FLA. STAT. § 1002.33(8)).

The sponsor shall make student academic achievement for all students the most important factor when determining whether to renew or terminate the charter. The sponsor may also choose to terminate or not to renew the charter if the sponsor finds that one of following reasons exists by clear and convincing evidence: (i) failure to participate in the State's educational accountability system or failure to meet the requirements of student performance stated in the charter; (ii) failure to meet generally accepted standards of fiscal management; (iii) material violation of law; and (iv) other good cause shown. The sponsor must provide written notification to the governing body of the charter school at least 90 days prior to renewing, not renewing, or terminating a charter on the grounds for the proposed action. The governing body of the proposed charter school may request a hearing within 14 calendar days after receiving the notice. After receiving a request for a hearing, an administrative law judge assigned by the Division of Administrative Hearings must conduct a hearing within 90 days after receipt of the request and issue a final order. The judge shall also award the prevailing party reasonable attorney's fees and costs incurred during the administrative proceeding and any appeals.

After receiving the final order to terminate or to refuse to renew the charter, the charter school's governing body may appeal the decision within 30 calendar days pursuant to Fla. Stat. §120.68. However, a sponsor may terminate a charter immediately if the sponsor sets forth in writing the particular facts and circumstances indicating an immediate and serious danger to the health, safety, or welfare of the charter school's students exists. After receiving the sponsor's decision to immediately terminate the charter, the charter school's governing body has 10 calendar days to request a hearing. In such a case, the sponsor shall assume operation of the school throughout the pendency of the hearing. The requested hearing must be expedited and the final order must be issued within 60 days after the date of the request.

A charter school's charter contract is automatically terminated if the school earns two consecutive grades of "F" after all school grade appeals are final unless: (a) the charter school is established to turn around the performance of a district public school; (b) the charter school serves a student population the majority of which resides in a school zone served by a district public school that earned a grade of at least a "D" in the year before the charter school opened and the charter school earns at least a grade of "D" in its third year of operation (the exception provided under this sub-subparagraph does not apply to a charter school in its fourth year of operation and thereafter); or (c) the state board grants the charter school a waiver of termination. The charter school must request the waiver within 15 days after the department's official release of school grades. The state board may waive termination if the charter school demonstrates that the Learning Gains of its students on statewide assessments are comparable to or better than the Learning Gains of similarly situated students enrolled in nearby district public

schools. The waiver is valid for 1 year and may only be granted once. Charter schools that have been in operation for more than 5 years are not eligible for a waiver.

Upon non-renewal or termination of a charter, (i) the school shall be dissolved under the provisions of law under which the school was organized, (ii) any unencumbered public funds, except for capital outlay funds and federal charter school program grant funds, from the charter school revert to the sponsor, (iii) capital outlay funds and federal charter school program grant funds that are unencumbered revert to FDOE for redistribution among eligible charter schools; and (iv) all district school board property, improvements, furnishings and equipment purchased with district public funds revert to full ownership by the district school board, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the charter school, district school board property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the charter school, in the possession of any person, entity, or holding company, other than the charter school, shall be held in trust upon the district school board's request, until any appeal status is resolved.

If a charter is not renewed or is terminated, the charter school is responsible for all debts of the charter school. The district may not assume the debt from any contract made between the governing body of the school and a third party, except for a debt that is previously detailed and agreed upon in writing by both the district and the governing body of the school and that may not reasonably be assumed to have been satisfied by the district.

Operation of the Charter Schools (FLA. STAT. § 1002.33(9)).

Charter schools submit an annual progress report to its sponsor which includes, among other elements: student achievement performance data, including the information required from public schools, with reasons identified for any difference between projected and annual student performance; financial status of the charter school, which must include revenues and expenditures at a level of detail that allows for analysis of the charter school's ability to meet financial obligations and timely repayment of debt; documentation of the facilities in current use and any planned facilities for use by the charter school for instruction of students, administrative functions, or investment purposes; and descriptive information about the charter school's personnel, including salary and benefit levels of charter school employees, the proportion of instructional personnel who hold temporary certificates, and the proportion of instructional personnel teaching in-field or out-of-field. The charter also provides that the charter school will prepare a financial report and program cost report in the format required by the Florida Department of Education ("FDOE") and provide such information to the school board.

A charter school shall, upon approval of the charter contract, provide the sponsor with a concise, uniform, monthly financial statement summary sheet that contains a balance sheet and a statement of revenue, expenditures, and changes in fund balance. The balance sheet and the statement of revenue, expenditures, and changes in fund balance shall be in the governmental funds format prescribed by the Governmental Accounting Standards Board. A high-performing charter school may provide a quarterly financial statement in the same format and requirements as the uniform monthly financial statement summary sheet. The sponsor shall review each monthly or quarterly financial statement to identify the existence of certain conditions relating to deteriorating financial conditions and financial emergencies.

Based on the school's academic performance in the above categories, a school may be awarded one of the following five grades: (i) "A," schools making excellent progress; (ii) "B," schools making above average progress; (iii) "C," schools making satisfactory progress; (iv) "D," schools making less than satisfactory progress; or (v) "F," schools failing to make adequate progress. Each school that earns a grade of "A" or improves at least two letter grades may have greater authority over the allocation of the school's total budget generated from the FEFP, state categoricals, lottery funds, grants, and local funds. The FDOE shall annually develop, in collaboration with the school districts, a school report card to be provided by the school district to parents within the district. The report card shall include the school's grade; student performance in English Language Arts, mathematics, science, and social studies; information regarding school improvement; an explanation of school performance as evaluated by the Elementary and Secondary Education Act; and indicators of return on investment. Each school's report card shall be published annually by the department on its website based upon the most recent data available.

If a charter school receives three consecutive grades below a "C," its governing board must choose one of the following corrective actions: (i) contract for educational services to be provided directly to students, instructional personnel, and school administrators, as prescribed in state board rules; (ii) contract with an outside entity that has a

demonstrated record of effectiveness to operate the school; (iii) reorganize the school under a new director or principal who is authorized to hire new staff; or (iv) voluntarily close the charter school. The charter school must implement the corrective action in the school year following receipt of a third consecutive grade below a "C." Notwithstanding, the school's sponsor may waive a corrective action if it determines the charter school is likely to improve a letter grade if additional time is provided to implement the intervention and support strategies prescribed by the school improvement plan. A charter school is no longer required to implement a corrective action if it improves to a "C" or higher but must continue to implement strategies identified in the school improvement plan, subject to annual review by its sponsor. A charter school implementing a corrective action that does not improve to a "C" or higher after 2 full school years of implementing the corrective action must select a different corrective action. Implementation of the new corrective action must begin in the school year following the implementation period of the existing corrective action, unless the sponsor determines that the charter school is likely to improve to a "C" or higher if additional time is provided to implement the existing corrective action. Notwithstanding this paragraph, a charter school that earns a second consecutive grade of "F" while implementing a corrective action is subject to automatic termination pursuant to Section 1002.33(8), Fla. Stat.

Eligible Students (FLA. STAT. § 1002.33(10)).

Charter schools are open to any student residing in the school district in which the charter school is located or in a school district subject to an interdistrict agreement with such district or pursuant to statutory open enrollment provisions. In addition, a charter school may give enrollment preference to (1) a sibling of a student enrolled in the charter school; (2) a child of a member of the governing board of the charter school; (3) a child of an employee of the charter school; (4) a child of (i) an employee of the business partner of a charter-in-the-workplace or a resident of the municipality in which such charter school is located or (ii) a resident or employee of a municipality that operates a charter school-in-the-municipality or allows a charter school to use a school facility or portion of land provided by the municipality for the operation of the charter school; (5) a student who has successfully completed a voluntary prekindergarten education program provided by the charter school or the charter school's governing board during the previous year; (6) a child of an active duty member or any branch of the United States Armed Forces; or (7) a student who attended or is assigned to a failing school. The charter school must enroll all eligible students who submit a timely application, unless the number of applicants exceeds the capacity of the program, class, grade level, or building. In such a case, all applicants must have an equal chance of being admitted through a random selection process.

A charter school may limit enrollment to target certain student populations, including but not limited to students within specific age groups or grade levels; students considered at risk of dropping out of school or academic failure; students enrolling in a charter school-in-the-workplace or charter school-in-a-municipality established under the Charter School Act; students residing within a reasonable distance of a charter school (subject to certain racial/ethnic balance provisions); students who meet reasonable academic, artistic, or other eligibility standards established by the charter school and included in its application (subject to certain state law and anti-discrimination provisions); students articulating from one charter to another pursuant to an articulation agreement between the charter schools which has been approved by the sponsor; or students living in a development in which a business entity has provided school property having an appraised value of at least $5 million to be used as a charter school to mitigate the educational impact created by the development of new residential dwelling units (subject to certain state law and anti-discrimination provisions).

Exemptions from Statutes (FLA. STAT. §§ 1002.33(16))

A charter school is to operate in accordance with its charter and will be exempt from all statutes in chapters 1000-1013 of the Florida Statutes, except a charter school will be in compliance with statutes in chapters 1000-1013 pertaining to the following: (i) charter school specific statutes; (ii) student assessment and school grading; (iii) student disability services; (iv) civil rights and discrimination; and (v) student health, safety, and welfare. Additionally, a charter school must be compliant with the following statutes: (i) Section 286.011, relating to public meetings and records, public inspection, and criminal and civil penalties; (ii) Chapter 119, relating to public records; (iii) Section 1003.03, relating to the maximum class size, except that the calculation for compliance pursuant to Section 1003.03 will be the average at the school level; (iv) Section 1012.22(1)(c), relating to compensation and salary schedules; (v) Section 1012.33(5), relating to workforce reductions; (vi) Section 1012.335, relating to contracts with instructional personnel hired on or after July 1, 2011; (vii) Section 1012.34, relating to the substantive requirements for

performance evaluations for instructional personnel and school administrators; and (viii) Section 1002.33(16)(b)8-14 relating to compliance with safety concerns and mental health awareness and assistance training.

Charter schools are required to follow the maximum number of students allowed under FLA. STAT. § 1003.03, but are measured on such limits as an average at the school level rather than at the individual classroom level. The maximum number of students assigned to each teacher who is teaching core-curricula courses' for prekindergarten through grade 3 may not exceed 18, the maximum number of students to each teacher who is teaching core-curricula courses for grades 4 through 8 may not exceed 22 students, and the maximum number of students assigned to each teacher who is teaching a core-curricula course for grades 9 through 12 may not exceed 25 students.

Operating Revenues (FLA. STAT. §§ 1002.33(17) & (20)).

Payments due under the Loan Agreement are payable from the Charter Revenues, including, but not limited to, (i) state and local funds apportioned to the Borrower from the applicable district school board in accordance with a statutory formula based on the number of weighted full-time equivalent students attending the school; (ii) state revenues allocated to the Borrower appropriated by the State of Florida for charter school capital outlay funding purposes ("Capital Outlay Revenues"); (iii) income from fees of the type normally charged by public schools (the "Fee Income"); and (iv) payments made to the Borrower by third parties.

Funding for charter schools is accomplished on a "full-time equivalent" student basis. Each charter school is required to report its student enrollment to the school district and those students are included within the district school board's report on student enrollment. The sum of the school district's operating funds from the Florida Education Finance Program and the Florida General Appropriations Act, as well as gross state and local funds, discretionary lottery funds and funds from the school district's current operating discretionary millage levy, is then divided by the total number of weighted full-time equivalent students in the district. That amount, when multiplied by the total number of weighted full-time equivalent students in a charter school, will provide the weighted full-time equivalent entitlement for the charter school.

In addition, if the district school board is providing programs or services to students funded by federal funds, any eligible students enrolled in charter schools in the school district shall be provided federal funds for the same level of service as provided to students in the schools operated by the district school board.

District school boards must make timely and efficient payment and reimbursement to charter schools, including processing paperwork required to access special state and federal funding for which they may be eligible. The district school board may distribute funds to a charter school for the months of July through October based on the projected full-time equivalent student membership of the charter school. Thereafter, the results of full-time equivalent student membership surveys are used to adjust the amount of funds distributed monthly to the charter school for the remainder of the fiscal year. The payments are required to be issued to the charter school no later than 10 working days after the district school board receives a distribution of state or federal funds or the date the payment is due. If a warrant for payment is not issued within 10 working days after receipt of funding by the district school board, the school district must pay to the charter school, in addition to the amount of the scheduled disbursement, interest at a rate of one percent per month calculated on a daily basis on the unpaid balance from the expiration of the 10-day period until such time as the warrant is issued.

A sponsoring school district is required to provide certain administrative and educational services to charter schools. These services include but are not limited to contract management services; full-time equivalent and data reporting services; exceptional student education administration services; test administration services, including payment of the costs of state-required or district-required student assessments; processing of teacher certificate data services; and information services, including equal access to student information systems that are used by public schools in the district in which the charter school is located.

A sponsor may withhold an administrative fee for the provision of such services of up to (i) five percent of available funds for charter school's with enrollment up to and including (a) 250 students; (b) 500 students within a system of charter schools which includes both conversion schools and non-conversion charter schools, has all schools located in the same county, has a total enrollment exceeding the total enrollment of at least one school district in the state, has the same governing board for all its schools, and does not contract with a for-profit manager

for management of school operations; or (c) 250 students in a virtual charter school, or (ii) two percent for enrollment up to and including 250 students in a high-performing charter school. Sponsors may not charge charter schools any additional fees or surcharges for administrative and educational services in addition to the maximum percentage of administrative fees described in this paragraph.

Capital Outlay Revenues (FLA. STAT. §§ 1002.33(19), 1013.62).

If a charter school serves students in facilities not provided by the charter school's sponsor, the charter school may be eligible to receive funds appropriated for charter school capital outlay purposes. To be eligible for such funding, a charter school must (i) have been in operation for at least two years; (ii) be governed by a governing board established in the state for two or more years which operates both charter schools and conversion charter schools within the state; (iii) be an expanded feeder chain of a charter school within the same district that is currently receiving capital outlay funds; (iv) have been accredited by a regional accrediting association as defined by the State Board of Education; or (v) serve students in facilities that are provided by a business partner for a charter school-in-the-workplace. The charter school must also have an annual audit that does not reveal any financial emergency conditions for the most recent fiscal year for which such audit results are available, have satisfactory student achievement, and have received final approval from its sponsor for operation during that fiscal year.

Student Accountability (FLA. STAT. §§ 1002.33(7), (23), 1008.22(3)).

Florida law requires the State Department of Education to prepare an annual analysis of student achievement in charter schools against the achievement of comparable-age students in traditional public schools. Students in charter schools are required to, at a minimum, participate in the statewide assessment program created under FLA. STAT. § 1008.22. A new standardized test, the Florida Standards Assessments ("FSA"), has been implemented and results indicate that in 2015-16, a greater percentage of students attending charter schools are proficient in English Language Arts, mathematics, science, and social studies than students in traditional public schools. It is uncertain whether this level of academic achievement measured by the FSA will continue as the FSA is continued to be used.

Recent Charter Law Changes

Class Size. Charter schools are required to follow the maximum number of students allowed under FLA. STAT. § 1003.03, but are measured on such limits as an average at the school level rather than at the individual classroom level. The maximum number of students assigned to each teacher who is teaching core-curricula courses* for prekindergarten through grade 3 may not exceed 18, the maximum number of students to each teacher who is teaching core-curricula courses for grades 4 through 8 may not exceed 22 students, and the maximum number of students assigned to each teacher who is teaching a core-curricula course for grades 9 through 12 may not exceed 25 students.

Interdistrict Transfers. A charter school shall be open to any student covered in an interdistrict agreement or residing in the school district in which the charter school is located. Any eligible student shall be allowed interdistrict transfer to attend a charter school when based on good cause. Good cause shall include, but is not limited to, geographic proximity to a charter school in a neighboring school district. FLA. STAT. § 1002.33(10)(a).

Federal Stimulus and Charter Schools Exempt from Certain Fees. Charter schools shall be included by the Department of Education and the district school board in requests for federal stimulus funds in the same manner as district school board-operated public schools, including Title I and IDEA funds and shall be entitled to receive such funds. Moreover, charter schools are eligible to participate in federal competitive grants that are available as part of the federal stimulus funds. FLA. STAT. § 1002.33(17)(d). Charter school facilities are exempt from assessments of fees for certain building permits, fees for building and occupational licenses, impact fees or exactions, service availability fees, and assessments for special benefits. FLA. STAT. § 1002.33(18)(d).

* Core curricula courses for class size reduction include the following areas: Mathematics, Language Arts/Readings, Science, Social Studies, and science in prekindergarten through grade 3; subjects measured by state assessment at any grade level and courses required for middle school promotion in grades 4 through 8; subjects measured by state assessment at any grade level and courses that are specifically identified by statute as required for high school graduation that are not measured by state assessment in grades 9 through 12; Exceptional Student Education ("ESE") courses; and English for Speakers of Other Languages ("ESOL").

15 Year Charter Renewals. A charter may be renewed provided certain criteria have been met. In order to facilitate long-term financing for charter school construction, charter schools operating for a minimum of three years and demonstrating exemplary academic programming and fiscal management are eligible for a 15-year charter renewal. FLA. STAT. §§ 1002.33(7)(c).

High Performing Charter Schools. In 2011, the Florida Legislature passed the High Performing Charter School Bill to encourage replication of high performing charter schools. A charter school is a high-performing charter school ("HPCS") if it received at least two school grades of "A" and no school grades below "B" during each of the previous three years or two consecutive grades of "A", received an unqualified opinion on each annual financial audit in the most recent three years for which such audits are available, and did not receive a financial audit that revealed one or more of the financial emergency conditions in the most recent three fiscal years for which such audits are available. HPCSs are given certain rights and protections, including increasing enrollment once a year, expanding grade levels, 15-year charter renewals and protections from application denials and terminations. Additionally, the administrative fee charged by a sponsor has been reduced for HPCSs to two percent for the first 250 students per school. FLA. STAT. § 1002.33(20)(a)(2) & §1002.331(2).

A system of schools will not retain its HPCS status if less than 50 percent of the charter schools were HPCSs or any of its schools have received a "D" or "F" grade in any of the previous three years, regardless of whether the entity currently operates the charter school. Exceptions exist when an entity has assumed operation of a public school with a grade of "F" or established a new charter school serving a student population the majority of which resides in a school zone served by a public school that earned an "F" grade or three consecutive "D" grades. FLA. STAT. § 1002.332.

HPCSs may (i) increase student enrollment once per school year to more than the capacity identified in the charter without exceeding its facility capacity at the time the enrollment increase will take effect, (ii) expand grade levels within grades K-12 to add grade levels not already served if any annual enrollment increase resulting from such expansion is within the limit established in (i), (iii) submit quarterly financial statements to its sponsor instead of monthly financial statements, (iv) consolidate multiple HPCSs operated in the same school district under a single charter regardless of the renewal cycle and (v) receive a modification of its charter to a term of 15 years or a 15-year charter renewal. None of the above exempts HPCSs from annual review by its sponsor(s) and its charter(s) may still be terminated. FLA. STAT. § 1002.331.

Virtual Charter Schools. Reflecting a changing environment, the Florida charter school statutes were amended to authorize creation of a virtual charter school. A virtual charter school may be created to provide full-time online instruction to students in grades K-12. Additionally, even in physical charter schools, the legislature encourages the use of blended learning courses, which combine traditional classroom instruction and virtual instruction. FLA. STAT. §§ 1002.33(1), 1002.45.

Digital Classrooms Allocation. The Florida Legislature created the Florida digital classrooms allocation within the Florida Education Finance Program to promote technology use in classrooms. This legislation provided that each school district shall receive a minimum digital classrooms allocation in the amount provided in the General Appropriations Act and the remaining balance of the digital classrooms allocation shall be allocated based on each school district's proportionate share of the state's total unweighted full-time equivalent student enrollment. FLA. STAT. § 1011.62(12).

Professional Development System. In 2014, the Florida Legislature passed a bill which allows a consortium of charter schools with 10 or more member schools to develop a professional development system with a master plan for in-service activities. The professional development system and in-service plan must be submitted and approved by the Commissioner of Education. FLA. STAT. § 1012.98(6).

Educational Choice and Controlled Open Enrollment. Parents of public school students may seek any public educational choice options that are applicable and available to students throughout the state. These options may include controlled open enrollment, single-gender programs, lab schools, virtual instruction programs, charter schools, charter technical career centers, magnet schools, alternative schools, special programs, auditory-oral education programs, advanced placement, dual enrollment, International Baccalaureate, International General Certificate of Secondary Education (pre-AICE), CAPE digital tools, CAPE industry certifications, collegiate high school programs, Advanced International Certificate of Education, early admissions, credit by examination or

demonstration of competency, the New World School of the Arts, the Florida School for the Deaf and the Blind, and the Florida Virtual School. Private education choices have also been expanded with the Florida Personal Learning Scholarship Accounts Program ("Gardiner Scholarship") and providing that the parent of a student with a qualifying disability may apply for a Gardiner Scholarship to be used for individual educational needs.

FLA. STAT. § 1002.31 has been amended, relating to controlled open enrollment to provide that, beginning by the 2017-2018 school year, as part of a school district's or charter school's controlled open enrollment process, each district school board or charter school must allow a parent from any school district in the state whose child is not subject to a current expulsion or suspension to enroll his or her child in, and transport his or her child to, any public school, including charter schools, that has not reached capacity, subject to the maximum class size. The school district or charter school must accept the student, pursuant to their controlled open enrollment process, and report the student for purposes of Florida Education Finance Program funding. A school district or charter school may provide transportation to students taking advantage of controlled open enrollment.

In addition, this legislation provides that each school district and charter school capacity determinations for its schools must be current and must be identified on the school district and charter school's websites. In determining the capacity of each district school, the district school board must incorporate the specifications, plans, elements, and commitments contained in the school district educational facilities plan and the long-term work programs required under FLA. STAT. § 1013.35. Each charter school governing board must determine capacity based upon its charter school contract.

As part of its controlled open enrollment process, a charter school may provide preferential treatment in its controlled open enrollment participation process to the enrollment limitations of FLA. STAT. § 1002.33(10), relating to students eligible to enroll in the charter school, if such special purposes are identified in the charter agreement. Each charter school must annually post on its website the application process required to participate in controlled open enrollment.

This legislation specifies that students residing in the district, including charter school students, may not be displaced by a student from another district seeking enrollment under the controlled open enrollment process. In addition, for purposes of continuity of educational choice, a student who transfers under the provisions of controlled open enrollment may remain at the school chosen by the parent until the student completes the highest grade level at the school.

Facilities and Construction. New methodology for the distribution of charter school capital outlay funding provides that the funding allocation for eligible charter schools shall be calculated as follows: (a) eligible charter schools shall be grouped into categories based on their student populations according to the following two criteria: (i) seventy-five percent or greater who are eligible for free or reduced-price school lunch and (ii) twenty-five percent or greater with disabilities as defined in state board rule and consistent with the requirements of the Individuals with Disabilities Education Act; (b)(1) if an eligible charter school does not meet the criteria for either category, its FTE shall be provided as the base amount of funding and shall be assigned a weight of 1.0; (2) an eligible charter school that meets one of the criteria shall be provided an additional 25 percent above the base funding amount, and the total FTE shall be multiplied by a weight of 1.25; (3) an eligible charter school that meets both of the criteria shall be provided an additional 50 percent above the base funding amount, and the FTE for that school shall be multiplied by a weight of 1.5; (c) the state appropriation for charter school capital outlay shall be divided by the total weighted FTE for all eligible charter schools to determine the base charter school per weighted FTE allocation amount. The per weighted FTE allocation amount shall be multiplied by the weighted FTE to determine each charter school's capital outlay allocation; (d) the department shall calculate the eligible school funding allocations using full-time equivalent membership from the second and third enrollment surveys and free and reduced school lunch data, the department shall recalculate the allocations periodically based on the receipt of revised information; and (e) the department shall distribute capital outlay funds monthly, beginning in the first quarter of the fiscal year, based on one-twelfth of the amount the department reasonably expects the charter school to receive during that fiscal year, and the commissioner shall adjust subsequent distributions as necessary to reflect each charter school's recalculated allocation.

2020 Charter School Legislation

Below is a brief description of legislation that was enacted during the State legislature's 2020 regular session, which ended on March 13, 2020. Governor Ron DeSantis had initially asked the Florida Legislature to hold most of the legislation passed in the 2020 regular session, including the four bills described below, amid the COVID-19 outbreak, but ultimately, all four bills were signed by the Governor into law.

Teacher pay raises. Lawmakers passed House Bill 641 (Laws of Florida 2020-94, "HB 641"), which mandates an increase in the base salary paid to full-time classroom teachers and certified prekindergarten teachers. Each school district and charter school will receive money based proportionately on its share of the Florida Education Finance Program (the "FEFP"). On June 24, 2020, Governor Ron DeSantis signed HB 641 into law, making Florida among the best states in the country for minimum teacher pay. HB 641 is effective as of July 1, 2020.

Tax Referendum Funding for School Operations. House Bill 7097 (Laws of Fla. 2020-10, "HB 7097") requires that school districts proportionately share discretionary sales surtax referendum money with charter schools. Charter schools must be eligible for capital outlay funds pursuant to Fla. Stat. s. 1013.62 in order to be eligible for discretionary sales surtax referendum money. HB 7097 is effective as of July 1, 2020 and applies to discretionary sales surtax referenda passed after July 1, 2020.

Expansion of Vouchers and Scholarships for Eligible Private Schools. House Bill 7067 (Laws of Florida 2020-95, "HB 7067") quadruples the rate at which the number of private school vouchers awarded by the State will grow each year. Under the old law, the program could grow by up to .25% of the total public school enrollment each year, which is roughly 7,000 students. HB 7067 increases that growth to 1%, or roughly 28,000. On June 25, 2020, Governor Ron DeSantis signed HB 7067 into law effective as of July 1, 2020.

Mandatory panic alert systems. Senate Bill 70 (Laws of Fla. 2020-145, "SB 70") requires every public school to implement a mobile panic alert system that, when activated, will simultaneously alert school staff and first responders to life-threatening campus emergencies. On June 30, 2020, Governor Ron DeSantis signed SB 70 into law effective as of July 1, 2020.

See "BONDHOLDERS' RISKS – Impact of COVID-19 Pandemic" for a discussion of Emergency Orders issued by the Florida Department of Education with respect to the 2020-21 school year.

2018-19 Charter School Law Changes

Below is a brief description of legislation that was enacted during the State legislature's 2018 and 2019 legislative sessions impacting charter schools, which ended on May 3, 2019.

Tax Referendum Funding for School Operations. House Bill 7123 (Laws of Florida 2019-42, "HB 7123") requires that school districts share local tax referendum money for school operational purposes with charter schools based on the charter school's proportionate share of students in the school district for referenda passed after July 1, 2019. HB 7123 was passed to codify a court decision finding that school boards must share local tax referendum money for school operational purposes with charter schools based on the charter school's proportionate share of students in the school district.[*] The impact HB 7123 will have on the interpretation or application of local referenda relating to school operational funding that passed prior to July 1, 2019 is unclear at this time.

Expansion of Schools of Hope. In 2017, the State legislature authorized the establishment of charter schools to be known as "Schools of Hope" and the designation of "Hope Operators" to provide students in areas of persistently low-performing schools with a high-quality education option designed to close the opportunity gap and increase student achievement and sets forth certain criteria for establishing Schools of Hope and Hope Operators. Senate Bill 7070 (Laws of Florida 2019-23, "SB 7070") expanded Schools of Hope to include students who reside in a Florida Opportunity Zone.

[*] House of Representatives Staff Analysis, CS/HB 7123, April 17, 2019, pgs. 1 & 10.

Expansion of Vouchers and Scholarships for Eligible Private Schools. Established as a pilot program in 1999, and subsequently expanded statewide, the program initially provided a scholarship to certain students with disabilities to eligible private schools. Florida has subsequently created multiple programs to provide a number of scholarships or vouchers for certain students with special needs, students with disabilities and low-income students to attend private, independent schools. In 2018, House Bill 7055 (Laws of Florida 2018-6) expanded the State's existing voucher program to provide scholarships for victims of bullying beginning with the 2018-19 school year. In 2019, SB 7070 allocates additional funding for scholarships and vouchers and creates the Family Empowerment Scholarship Program, which provides children of families with limited financial resources funding to attend eligible private schools.

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APPENDIX F

FORMS OF PRINCIPAL FINANCING DOCUMENTS

APPENDIX G

FORM OF OPINION OF BOND COUNSEL

APPENDIX G

FORM OF OPINION OF BOND COUNSEL

APPENDIX H

FORM OF CONTINUING DISCLOSURE AGREEMENT

APPENDIX H

FORM OF CONTINUING DISCLOSURE AGREEMENT

APPENDIX I

BOOK-ENTRY ONLY SYSTEM

APPENDIX I

BOOK-ENTRY ONLY SYSTEM

The information in this APPENDIX I concerning The Depository Trust Company ("DTC") and DTC's book-entry system has been obtained from DTC and none of the Issuer, the Underwriter, the Trustee, or the Borrower makes any representation or warranty or takes any responsibility for the accuracy or completeness of such information.

DTC will act as securities depository for the Series 2021 Bonds. The Series 2021 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of each series of the Series 2021 Bonds and deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.7 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instrument from over 100 countries that DTC's participants (the "Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions, in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Fixed Income Clearing Corporation, and Emerging Markets Clearing Corporation (NSCC, FICC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2021 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2021 Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond (the "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2021 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2021 Bonds, except in the event that use of the book-entry system for the Series 2021 Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2021 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2021 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts Series 2021 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Series 2021 Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Series 2021 Bonds, such as redemptions, tenders, defaults, and

proposed amendments to the security documents. For example, Beneficial Owners of the Series 2021 Bonds may wish to ascertain that the nominee holding the Series 2021 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners, in the alternative, Beneficial Owners may wish to provide their names and addresses to the Series 2021 Bond Registrar and request that copies of the notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of a maturity of the Series 2021 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in Series 2021 Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Series 2021 Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2021 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2021 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the Issuer or the Paying Agent on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2021 Bonds at any time by giving reasonable notice to the Issuer or the Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bonds are required to be printed and delivered.

The Issuer may, pursuant to the procedures of DTC, decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, the Series 2021 Bonds will be printed and delivered to DTC.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE SERIES 2021 BONDS, AS NOMINEE OF DTC, REFERENCES HEREIN TO THE HOLDER OF THE SERIES 2021 BONDS OR REGISTERED OWNERS OF THE SERIES 2021 BONDS SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE SERIES 2021 BONDS.

The Issuer and the Trustee can make no assurances that DTC will distribute payments of principal of, redemption premium, if any, or interest on the Series 2021 Bonds to the Direct Participants, or that Direct and Indirect Participants will distribute payments of principal of, redemption premium, if any, or interest on the Series 2021 Bonds or redemption notices to the Beneficial Owners of Series 2021 Bonds or that they will do so on a timely basis, or that DTC or any of its Participants will act in a manner described in this Limited Offering Memorandum. The Issuer and the Trustee are not responsible or liable for the failure of DTC to make any payment to any Direct Participant or failure of any Direct or Indirect Participant to give any notice or make any payment to a Beneficial Owner in respect to the Series 2021 Bonds or any error or delay relating thereto.

The rights of holders of beneficial interests in the Series 2021 Bonds and the manner of transferring or pledging those interests is subject to applicable state law. Holders of beneficial interests in the Series 2021 Bonds may want to discuss the manner of transferring or pledging their interest in the Series 2021 Bonds with their legal advisors. The Issuer may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, the Series 2021 Bond certificates will be printed and delivered. Thereafter, the Series 2021 Bond certificates may be transferred and exchanged as described in the Indenture. See "APPENDIX F – FORMS OF PRINCIPAL FINANCING DOCUMENTS" in this Limited Offering Memorandum.

For every transfer of ownership interests in the Series 2021 Bonds, the Beneficial Owner may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

APPENDIX J

FORM OF INVESTOR LETTER

EXHIBIT H

INVESTOR LETTER

Capital Trust Agency
315 Fairpoint Drive,
Gulf Breeze, Florida 32571

Milestones Community School, Inc. d/b/a Imagine Schools at West Melbourne
3355 Imagine Way
Melbourne, Florida 32904

UMB Bank, National Association
120 South Sixth Street, Suite 1400
Minneapolis, Minnesota 55402

Piper Sandler & Co.
800 Nicollet Mall, J12NPF
Minneapolis, Minnesota 55402

Re: $[XXX] Capital Trust Agency Education Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021A (Senior), $[YYY] Capital Trust Agency Education Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021B (Subordinate), and $[ZZZ] Capital Trust Agency Taxable Education Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021C (Subordinate) (the "Bonds")

Ladies and Gentlemen:

Reference is made to the Indenture of Trust dated as of December 1, 2021 (the "Indenture") between the Capital Trust Agency (the "Issuer") and UMB Bank, National Association, as trustee (the "Trustee"), and a Loan Agreement dated as of December 1, 2021 (the "Loan Agreement"), between the Issuer and Milestones Community School, Inc. d/b/a Imagine Schools at West Melbourne (the "Borrower"). Capitalized terms not otherwise defined herein shall have the same meanings given to them in the Loan Agreement.

In connection with the purchase of a beneficial interest in a portion of the above-captioned Bonds on the date hereof, the undersigned, as beneficial owner of such portion of the Bonds, does hereby certify as follows:

1. The undersigned is purchasing $[AAA] aggregate principal amount of the Bonds, which have been issued and delivered on the date of this Letter.

2. The undersigned is (a) a "qualified institutional buyer" as defined under Rule 144A promulgated by the Securities and Exchange Commission pursuant to the Securities Act of 1933 (the "Securities Act"), or (b) an "accredited investor" under Regulation D promulgated pursuant to the Securities Act.

3. The undersigned is purchasing the Bonds for investment, with no present intention of reselling the Bonds. Notwithstanding such present intention, the undersigned is not prohibited from reselling the Bonds in the future; provided, however, that the undersigned acknowledges and agrees that the beneficial ownership of the Bonds may only be resold or transferred to "qualified institutional buyers" as defined under Rule 144A promulgated by the Securities Act, or (b) accredited investors under Regulation D promulgated pursuant to the Securities Act, and in each case only in authorized denominations of $100,000 and integral multiples of $5,000 in excess thereof. The undersigned further acknowledges that any transfer of its interest in the Bonds will be made only in compliance with the requirements of any applicable securities laws, state and federal.

4. The undersigned acknowledges and accepts the following:

PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS IS A LIMITED AND SPECIAL REVENUE OBLIGATION OF THE ISSUER PAYABLE SOLELY OUT OF THE TRUST ESTATE.

THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE CITY OF GULF BREEZE, FLORIDA (THE "CITY") AND THE TOWN OF CENTURY, FLORIDA (COLLECTIVELY, THE "SPONSORING POLITICAL SUBDIVISIONS"), BREVARD COUNTY, FLORIDA (THE "LOCAL AGENCY"), THE STATE OF FLORIDA OR ANY OTHER MUNICIPALITY, PUBLIC AGENCY OR POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER, THE SPONSORING POLITICAL SUBDIVISIONS, THE LOCAL AGENCY, THE STATE OF FLORIDA OR ANY OTHER MUNICIPALITY, PUBLIC AGENCY OR POLITICAL SUBDIVISION THEREOF AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE SPONSORING POLITICAL SUBDIVISIONS, THE LOCAL AGENCY, THE STATE OF FLORIDA OR ANY OTHER MUNICIPALITY, PUBLIC AGENCY OR POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE BONDS. NO COVENANT OR AGREEMENT CONTAINED IN THE BONDS OR THE INDENTURE SHALL BE DEEMED TO BE A COVENANT OR AGREEMENT OF ANY MEMBER OF THE GOVERNING BODY OF THE ISSUER NOR SHALL ANY OFFICIAL EXECUTING THE BONDS BE LIABLE PERSONALLY ON THE BONDS OR BE SUBJECT TO ANY PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE OF THE BONDS. THE ISSUER HAS NO TAXING POWER.

NO RECOURSE UNDER OR UPON ANY OBLIGATION, COVENANT OR AGREEMENT CONTAINED IN THE BOND DOCUMENTS, OR UNDER ANY JUDGMENT OBTAINED AGAINST THE ISSUER, OR THE ENFORCEMENT OF ANY ASSESSMENT, OR ANY LEGAL OR EQUITABLE PROCEEDINGS BY VIRTUE OF ANY CONSTITUTION OR STATUTE OR OTHERWISE, OR UNDER ANY CIRCUMSTANCES UNDER OR INDEPENDENT OF THE INDENTURE, OR ANY CLAIM BASED THEREON OR OTHERWISE IN RESPECT THEREOF SHALL BE HAD AGAINST THE SPONSORING POLITICAL SUBDIVISIONS, OR THE ISSUER OR ANY INCORPORATOR, MEMBER, DIRECTOR, OFFICER, EMPLOYEE, AGENT OR COUNSEL AS SUCH, PAST, PRESENT OR FUTURE OF THE ISSUER OR THE SPONSORING POLITICAL SUBDIVISIONS, EITHER DIRECTLY OR THROUGH THE ISSUER OR OTHERWISE, FOR THE PAYMENT FOR OR TO THE ISSUER OR ANY RECEIVER THEREOF, OR FOR OR TO THE OWNER OF ANY BOND ISSUED UNDER THE INDENTURE, OR OTHERWISE, OF ANY SUM THAT MAY BE DUE AND UNPAID BY THE ISSUER UPON ANY SUCH BOND. ANY AND ALL PERSONAL LIABILITY OF EVERY NATURE WHETHER AT COMMON LAW OR IN EQUITY OR BY STATUTE OR BY CONSTITUTION OR OTHERWISE OF ANY SUCH INCORPORATOR, MEMBER, DIRECTOR, OFFICER, EMPLOYEE, AGENT OR COUNSEL, AS SUCH, TO RESPOND BY REASON OF ANY ACT OR OMISSION ON HIS PART OR OTHERWISE, FOR THE PAYMENT FOR OR TO THE OWNER OF ANY BOND ISSUED UNDER THE INDENTURE OR OTHERWISE OF ANY SUM THAT MAY REMAIN DUE AND UNPAID UPON THE BONDS THEREBY SECURED OR ANY OF THEM IS, BY THE ACCEPTANCE HEREOF, EXPRESSLY WAIVED AND RELEASED AS A CONDITION OF AND IN CONSIDERATION FOR THE EXECUTION OF THE INDENTURE AND THE ISSUANCE OF THE BONDS.

5. The undersigned has received and read the Limited Offering Memorandum dated [Pricing Date], 2021 (the "Limited Offering Memorandum") relating to the Bonds, including the information relating to: (i) the sources of repayment of the Bonds; (ii) the Facilities and the Project; (iii) the Borrower (including financial and operating data); and (iv) such other material matters relating to the Bonds and the Borrower and such other information as the purchaser deemed relevant in making an investment decision with respect to its purchase of Series 2021 Bonds. The undersigned acknowledges and accepts that the Limited Offering Memorandum is not guaranteed as to its accuracy or completeness, and is not to be construed as a representation by, the Underwriter as to the Limited Offering Memorandum's accuracy or completeness; provided, however, that the foregoing shall not relieve the Underwriter of any of its responsibilities to investors under federal securities laws as applied to the facts and circumstances of this transaction. The undersigned acknowledges and accepts that it had the opportunity to ask questions of, and request additional information from, the Borrower regarding the information provided to it and any other matters that the undersigned considered to be relevant to the purchaser's decision to purchase Bonds.

6. The undersigned acknowledges and accepts that it has reviewed and has made its decision to invest in the Bonds based on its review of the information provided by the parties that supplied such information, such information including, but not limited to, the Limited Offering Memorandum and investor presentation materials. The undersigned represents that it can bear the economic risk associated with a purchase of Bonds and it has such knowledge and experience in business and financial matters, including the analysis of a participation in the purchase of similar investments, so as to be capable of evaluating the merits and risks of an investment in the Bonds on the basis of the information and review described herein.

7. The undersigned acknowledges that the Bonds have not been registered with the Securities and Exchange Commission (in reliance upon an exemption from the Securities Act), have not been registered under the "blue sky" laws of any State, and will not be listed on any stock or securities exchange. The undersigned further acknowledges that the Loan Agreement and the Indenture have not been qualified under the Trust Indenture Act of 1939, as amended, in reliance upon exemptions contained in such act.

8. The Purchaser acknowledges and accepts that the Limited Offering Memorandum is not guaranteed as to its accuracy or completeness by the Issuer or the Trustee.

9. The undersigned is duly and legally authorized to purchase obligations such as the Bonds.

10. The undersigned is duly and legally authorized to execute and deliver this letter either on its own behalf or on behalf of the purchaser of the Bonds.

This letter and the statements contained herein are made for your benefit.

IN WITNESS WHEREOF, the undersigned has executed this letter effective as of the _____ of December, 2021.

_____

Beneficial Owner

By: _____

Its: _____

DMFIRM #400280837 v5/015785.01/00377719

This Instrument Prepared By:
Record and Return To:
Brian Watson
Watson Sloane PLLC
100 S. Orange Avenue, Suite 1000
Orlando, Florida 32801

MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING (SENIOR)

BY AND BETWEEN

MILESTONES COMMUNITY SCHOOL, INC. D/B/A IMAGINE SCHOOLS AT WEST MELBOURNE,
a Florida not for profit corporation,

MORTGAGOR

and

UMB BANK, NATIONAL ASSOCIATION,
a national banking association,
as Trustee

MORTGAGEE

Dated as of December 23, 2021

NOTE TO CLERK: This instrument and the Mortgagor's Existing Obligation (defined below) secured hereby arise out of and are given to secure certain repayment obligations in connection with the Series 2021 Bonds issued by Capital Trust Agency which were issued pursuant to the provisions of Chapter 159, Part II, Florida Statutes, as amended, and this instrument, the Mortgagor's Obligations and the Series 2021 Bonds are exempt from Florida Documentary Stamp Tax and Florida Intangible Mortgaged Estate Tax as provided in Sections 159.31 and 159.50, Florida Statutes, as amended.

MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING (SENIOR)

THIS MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING (SENIOR) dated as of December 23, 2021 (together with any amendments or modifications hereto in effect from time to time, the "Mortgage"), between **MILESTONES COMMUNITY SCHOOL, INC. D/B/A IMAGINE SCHOOLS AT WEST MELBOURNE**, a Florida not for profit corporation ("Mortgagor"), having an address for purposes of notice hereunder at 3355 Imagine Way, West Melbourne, Florida 32904, and **UMB BANK, NATIONAL ASSOCIATION**, a national banking association, as Trustee, whose address is 120 South Sixth Street, Suite 1400, Minneapolis, Minnesota 55402, Attention: Claire Alber, Corporate Trust Services ("Mortgagee" or "Trustee").

WITNESSETH:

WHEREAS, Mortgagor has this date entered into the Loan Agreement dated as of December 1, 2021 (the "Loan Agreement") by and between the Capital Trust Agency (together with its successors and assigns, the "Issuer") and the Mortgagor, and has delivered its Series 2021 Promissory Note (the "Existing Obligation") to evidence the Loan made by the Issuer to the Mortgagor pursuant to the Loan Agreement, in which Existing Obligation the Mortgagor promises to pay to the Issuer the principal sum of [AAA IN WORDS] DOLLARS ($[AAA]) and interest thereon, in installments, on the dates and in the amounts set forth in the Loan Agreement;

WHEREAS, the Issuer has this date granted, bargained, sold, assigned, pledged, set over and confirmed unto the Mortgagee, to the extent provided in the Indenture of Trust dated as of December 1, 2021 (the "Indenture"), between the Issuer and the Trustee pursuant to which the Issuer's Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021A (Senior) (the "Series 2021A Bonds" and, together with any other Senior Bonds issued pursuant to the Indenture, the "Senior Bonds"), in the aggregate principal amount of $[XXX], the Issuer's Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021B (Subordinate) (the "Series 2021B Bonds"), in the aggregate principal amount of $[YYY], and the Issuer's Taxable Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021C (Subordinate) (the "Series 2021C Bonds" and, together with the Series 2021B Bonds and any other Subordinate Bonds issued pursuant to the Indenture, the "Subordinate Bonds"), in the aggregate principal amount of $[ZZZ] have been issued, and to the Trustee's successors and assigns forever, the rights, title and interests of the Issuer under the Existing Obligation and any Additional Promissory Notes between the Borrower and the Issuer with respect to the Bonds (the "Future Obligations") for the benefit of the Registered Owners and the Beneficial Owners of the Bonds (collectively, the "Owners");

WHEREAS, the Mortgagor may hereafter cause the Issuer and the Trustee to enter into one or more supplemental Indentures and the Mortgagor may enter into one or more supplemental Loan Agreements and deliver one or more Additional Promissory Notes, in accordance with and subject to the terms of the Loan Agreement pursuant to which Additional Promissory Notes may be delivered (together with the Indenture and the Loan Agreement, the "Financing Documents"); and

WHEREAS, the Mortgagor is justly indebted to the Trustee for the respective indebtedness and obligations arising under the Financing Documents (together with all obligations hereafter arising under the Financing Documents, including the Existing Obligation and the Future Obligations, and any and all extensions, renewals, modifications, substitutions, and all certificates of indebtedness or other evidence of such obligations are collectively called the "Obligations"); and.

WHEREAS, Mortgagor owns in fee simple that certain parcel of real Mortgaged Estate located in Brevard County, State of Florida, more particularly described in **Exhibit A** attached hereto and made a part hereof (the "Land"); and

WHEREAS, to secure payment of the Liabilities of the Mortgagor described below, Mortgagor has agreed to execute and deliver this Mortgage.

GRANTING CLAUSES

NOW, THEREFORE, to secure to the Trustee and the Owners, (i) the repayment of the Obligations to the extent allocable to the Senior Bonds in the aggregate principal amount of $[XXX].00; (ii) the payment of all sums due under this Mortgage (and all extensions, renewals, replacements and amendments thereof); (iii) the performance of all terms, conditions and covenants set forth in the Financing Documents to the extent allocable to the Senior Bonds; and (iv) all costs of collection (including reasonable attorneys' fees) of the Obligations to the extent allocable to the Senior Bonds and other sums due hereunder (subsections (i), (ii), (iii) and (iv) collectively, the "Liabilities"), Mortgagor has mortgaged, granted and conveyed and by these presents **DOES HEREBY MORTGAGE, GRANT AND CONVEY TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS,** all of such Mortgagor's right, title and interest now owned or hereafter acquired in and to each of the following (collectively, the "Mortgaged Estate"):

(A) The Land;

(B) Any and all buildings and improvements now or hereafter erected on, under or over the Land (the "Improvements");

(C) Any and all fixtures, machinery, equipment and other articles of real, personal or mixed property, belonging to Mortgagor, at any time now or hereafter installed in, attached to or situated in or upon the Land, or the buildings and improvements now or hereafter erected thereon, or used or intended to be used in connection with the Land, or in the operation of the buildings and improvements, plant, business or dwelling situate thereon, whether or not such real, personal or mixed property is or shall be affixed thereto, and all replacements, substitutions and proceeds of the foregoing (all of the foregoing herein called the "Equipment"), including without limitation: (i) all appliances, furniture and furnishings; all articles of interior decoration, floor, wall and window coverings; all office, restaurant, bar, kitchen and laundry fixtures, utensils, appliances and equipment; all supplies, tools and accessories; all storm and screen windows, shutters, doors, decorations, awnings, shades, blinds, signs, trees, shrubbery and other plantings; (ii) all building service fixtures, machinery and equipment of any kind whatsoever; all lighting, heating, ventilating, air conditioning, refrigerating, sprinkling, plumbing, security, irrigating, cleaning, incinerating, waste disposal, communications, alarm, fire prevention and

extinguishing systems, fixtures, apparatus, machinery and equipment; all elevators, escalators, lifts, cranes, hoists and platforms; all pipes, conduits, pumps, boilers, tanks, motors, engines, furnaces and compressors; all dynamos, transformers and generators; (iii) all building materials, building machinery and building equipment delivered on site to the Land during the course of, or in connection with any construction or repair or renovation of the buildings and improvements; (iv) all parts, fittings, accessories, accessions, substitutions and replacements therefor and thereof; and (v) all files, books, ledgers, reports and records relating to any of the foregoing (excluding, however, all confidential student records);

(D) Any and all leases, subleases, tenancies, licenses, occupancy agreements or agreements to lease all or any portion of the Land, Improvements, Equipment or all or any other portion of the Mortgaged Estate and all extensions, renewals, amendments, modifications and replacements thereof, and any options, rights of first refusal or guarantees relating thereto (collectively, the "Leases"); all rents, income, receipts, revenues, security deposits, escrow accounts, reserves, issues, profits, awards and payments of any kind payable under the Leases or otherwise arising from the Land, Improvements, Equipment or all or any other portion of the Mortgaged Estate including, without limitation, minimum rents, additional rents, percentage rents, parking, maintenance and deficiency rents (collectively, the "Rents"); all of the following personal property (collectively referred to as the "Contracts"): all accounts, general intangibles and contract rights (including any right to payment thereunder, whether or not earned by performance) of any nature; all management agreements, franchise agreements, utility agreements and deposits, building service contracts, maintenance contracts, construction contracts and architect's agreements; all maps, plans, surveys and specifications; all warranties and guaranties; all permits, licenses and approvals; and all insurance policies, books of account and other documents, of whatever kind or character;

(E) Any and all estates, rights, tenements, hereditaments, privileges, easements, reversions, remainders and appurtenances of any kind benefiting or appurtenant to the Land, Improvements or all or any other portion of the Mortgaged Estate; all means of access to and from the Land, Improvements or all or any other portion of the Mortgaged Estate, whether public or private; all streets, alleys, passages, ways, water courses, water and mineral rights relating to the Land, Improvements or all or any other portion of the Mortgaged Estate; all rights of each of the Mortgagor as declarant or unit owner under any declaration of condominium or association applicable to the Land, Improvements or all or any other portion of the Mortgaged Estate including, without limitation, all development rights and special declarant rights; and all other claims or demands of the Mortgagor, either at law or in equity, in possession or expectancy of, in, or to the Land, Improvements or all or any other portion of the Mortgaged Estate (all of the foregoing described in this subsection E herein called the "Appurtenances"); and

(F) Any and all "proceeds" of any of the above-described Land, Improvements, Equipment, Leases, Rents, Contracts and Appurtenances, which term "proceeds" shall have the meaning given to it in the Uniform Commercial Code, as amended, (the "UCC") of the State of Florida (collectively, the "Proceeds") and shall additionally include whatever is received upon the use, lease, sale, exchange, transfer, collection or other utilization or any disposition or conversion of any of the Land, Improvements, Equipment, Leases, Rents, Contracts and Appurtenances, voluntary or involuntary, whether cash or non-cash, including proceeds of

insurance and condemnation awards, rental or lease payments, accounts, chattel paper, instruments, documents, contract rights, general intangibles, equipment and inventory.

TO HAVE AND TO HOLD the above granted and conveyed Mortgaged Estate unto and to the proper use and benefit of Mortgagee, its successors and assigns, forever.

PROVIDED ALWAYS, and these presents are upon the express condition, that if (i) all the Liabilities, including without limitation, all termination payments and any other amounts due under or in connection with any swap agreements secured hereunder, are paid in full, and (ii) each and every representation, warranty, agreement and covenant of this Mortgage and the other Financing Documents are complied with and abided by, then this Mortgage and the estate hereby created shall cease and be null and void and canceled of record.

The terms of the Financing Documents are hereby made a part of this Mortgage to the same extent and with the same effect as if fully set forth herein.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in Exhibit M to the Loan Agreement.

AND the Mortgagor covenants and agrees with and represents to Mortgagee as follows:

1. **FUTURE ADVANCES**. This Mortgage shall secure any additional Obligations or other loans, as well as any and all present or future advances and readvances under the Liabilities made by the Trustee or the Owners to or for the benefit of Mortgagor or the Mortgaged Estate within 20 years from the date hereof (whether such advances are obligatory or are made at the option of the Owners), including, without limitation: (i) principal, interest, late charges, fees and other amounts due under the Liabilities or this Mortgage; (ii) all advances to Mortgagor or any other proper person to pay costs of alteration, repair, restoration, maintenance and completion of any improvements on the Land; (iii) all advances made or costs incurred by the Owners or Mortgagee for the payment of real estate taxes, assessments or other governmental charges, maintenance charges, insurance premiums, appraisal charges, environmental inspection, audit, testing or compliance costs, and reasonable costs incurred by the Owners or Mortgagee for the enforcement and protection of the Mortgaged Estate or the lien of this Mortgage; and (iv) all reasonable legal fees, costs and other expenses incurred by the Owners or Mortgagee by reason of any default or otherwise in connection with the Liabilities. The total amount of the Liabilities that may be so secured may decrease to a zero amount from time to time, or may increase from time to time, but the total unpaid balance secured at any one time shall not exceed $49,360,000.

2. **REPRESENTATIONS, WARRANTIES AND COVENANTS**.

2.1 **Payment and Performance**. This Mortgage secures the payment by Mortgagor of any sums due under the Financing Documents; Mortgagor shall pay, perform and comply with all terms, conditions and covenants contained in the Financing Documents. Further, Mortgagor shall pay, perform and comply with all terms, conditions and covenants set forth herein, and perform and comply with all of Mortgagor's obligations and duties as landlord under any Leases.

2.2 **Seisin and Warranty**. Mortgagor warrants to the Mortgagee that Mortgagor is seized of an indefeasible estate in fee simple in, and warrants the title to, the Land. Mortgagor

further warrants and represents that Mortgagor has the right, full power and lawful authority to mortgage, grant, convey and assign its interest in the Mortgaged Estate to Mortgagee as set forth herein; and that this Mortgage is a valid and enforceable first lien on the Mortgaged Estate. Mortgagor hereby covenants that Mortgagor shall (a) preserve such title and the validity and priority of the lien of this Mortgage and shall forever warrant and defend the same to Mortgagee against all lawful claims whatsoever; and (b) execute, acknowledge and deliver all such further documents or assurances as may at any time hereafter be required by Mortgagee to protect fully the lien of this Mortgage.

2.3 **Insurance**.

(a) Mortgagor shall obtain and maintain at all times throughout the term of this Mortgage with respect to the Mortgaged Estate such comprehensive general public liability insurance, all risk and hazard insurance, and other insurance coverages as are required pursuant to Section 6.03 of the Loan Agreement.

(b) Notwithstanding the foregoing, in the event that Mortgagor fails to maintain insurance in accordance with this Section 2.3, Mortgagee may obtain insurance in the amount and of the type appropriate to protect Mortgagee's interest only and neither the Mortgagee nor the Owners shall have any duty or obligation to Mortgagor to maintain insurance in any greater amount or of any other type for the benefit of Mortgagor. All insurance premiums incurred or paid by Mortgagee shall be at Mortgagor's sole cost and expense and shall be a Liability of Mortgagor in accordance with Section 1 hereof. Mortgagee's action to obtain insurance shall not be deemed to waive any Event of Default (as hereinafter defined) hereunder.

2.4 **Taxes and Other Charges**. Mortgagor shall promptly pay and discharge all taxes, assessments, water and sewer rents, and other governmental charges imposed upon the Mortgaged Estate owned by Mortgagor when due, but in no event after interest or penalties commence to accrue thereon or become a lien upon the Mortgaged Estate, unless paid or such lien is otherwise discharged within 30 days. Mortgagor shall not claim or demand or be entitled to any credit on account of the Liabilities for any part of the taxes paid with respect to the Mortgaged Estate or any part thereof and no deduction shall otherwise be made or claimed from the taxable value of the Mortgaged Estate, or any part thereof, by reason of this Mortgage.

2.5 **Escrows**. If required by Mortgagee, at the direction of the Bondholder Representative or, if there is no Bondholder Representative, from the Registered Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding (in the manner provided in the Indenture), during the existence of an Event of Default under Section 2.3 or 2.4, Mortgagor shall pay to Mortgagee at the time of each installment of interest due under the Obligations, and commencing with the first payment due after the date of such request, a sum equal to (a) the amount of the next installment of taxes and assessments levied or assessed against the Mortgaged Estate, and/or (b) the premiums which will next become due on the insurance policies required by this Mortgage, all in amounts as estimated by Mortgagee, less all sums already paid therefor or deposited with Mortgagee for the payment thereof, divided by the number of payments to become due before one month prior to the date when such taxes and assessments and/or premiums, as applicable, will become due, such sums to be held by Mortgagee to pay the same when due. If such escrow funds are not sufficient to pay such taxes

and assessments and/or insurance premiums, as applicable, as the same become due, Mortgagor shall pay to Mortgagee, upon request, such additional amounts as Mortgagee shall estimate to be sufficient to make up any deficiency. No amount paid to Mortgagee hereunder shall be deemed to be trust funds but may be commingled with general funds of Mortgagee and no interest shall be payable thereon. Upon the occurrence and during the continuance of an Event of Default, Mortgagee shall have the right, at its sole discretion, to apply any amounts so held against the Liabilities.

2.6 **Transfer of Title**. Without the prior written consent of Mortgagee in each instance, Mortgagor shall not cause or permit any transfer of the Mortgaged Estate or any part thereof, whether voluntarily, involuntarily or by operation of law, except to the extent and in the manner provided in Section 6.1 and Section 8.11 of the Loan Agreement.

2.7 **Encumbrances**. Except as provided in the Financing Documents, Mortgagor shall not create or permit to exist any other mortgage, pledge, lien, security interest (including, without limitation, a purchase money security interest), encumbrance, attachment, levy, distraint or other judicial process on or against the Mortgaged Estate or any part thereof (including, without limitation, fixtures and other personalty), whether superior or inferior to the lien of this Mortgage, without the prior written consent of Mortgagee. Without limitation of other remedies available to Mortgage under the Indenture, if any other lien or encumbrance is filed or entered (other than as permitted by the Financing Documents) without Mortgagee's consent, Mortgagor shall have it bonded or otherwise removed of record within 30 days after such filing or entry.

2.8 **Removal of Fixtures**. Mortgagor shall not remove or permit to be removed from the Mortgaged Estate any fixtures presently or in the future owned by Mortgagor as the term "fixtures" is defined by the law of the state where the Mortgaged Estate is located (unless such fixtures have been replaced with similar fixtures of equal or greater utility and value).

2.9 **Maintenance and Repair; Alterations**.

(a) Mortgagor shall (i) abstain from and not permit the commission of waste in or about the Mortgaged Estate; (ii) keep the Mortgaged Estate, at Mortgagor's own cost and expense, in good and substantial repair, working order and condition; (iii) make or cause to be made, as and when necessary, all repairs and replacements, whether or not insurance proceeds are available therefor; and (iv) not remove, demolish, materially alter, discontinue the use of, permit to become vacant or deserted, or otherwise dispose of all or any part of the Mortgaged Estate. All alterations, replacements, renewals or additions made pursuant hereto shall automatically become a part of the Mortgaged Estate and shall be covered by the lien of this Mortgage.

(b) Mortgagee, and any persons authorized by Mortgagee, shall have the right, but not the obligation, to enter upon the Mortgaged Estate at any reasonable time during business hours upon reasonable prior notice (which may be without notice in any case of emergency), and subject to the rights of tenants and other occupants, to inspect and photograph its condition and state of repair. In the event any such inspection reveals, in the sole discretion of Mortgagee, the necessity for any material repair, alteration, replacement, clean-up or maintenance, Mortgagor shall, at the discretion of Mortgagee, either: (i) cause such work to be effected immediately; or

(ii) promptly establish a reserve fund with Mortgagee in an amount determined by Mortgagee for the purpose of effecting such work; *provided*, that the Mortgagee may hire and conclusively rely upon consultants or other professionals in making any determination under this Section 2.9(b).

2.10 **Compliance with Applicable Laws**. Mortgagor agrees to observe, conform and comply, and to cause its tenants to observe, conform and comply with all federal, state, county, municipal and other governmental or quasi-governmental laws, rules, regulations, ordinances, codes, requirements, covenants, conditions, orders, licenses, permits, approvals and restrictions, including without limitation, Environmental Laws (as defined below) and the Americans with Disabilities Act of 1990 (collectively, the "Legal Requirements"), now or hereafter affecting all or any part of the Mortgaged Estate, its occupancy or the business or operations now or hereafter conducted thereon and the personalty contained therein, within such time as required by such Legal Requirements. Mortgagor represents and warrants to its knowledge that the Mortgaged Estate currently is in compliance with all Legal Requirements applicable to the Mortgaged Estate.

2.11 **Damage, Destruction and Condemnation.**

(a) If all or any part of the Mortgaged Estate shall be damaged or destroyed, or if title to or the temporary use of the whole or any part of the Mortgaged Estate shall be taken or condemned by a competent authority for any public or quasi-public use or purpose, there shall be no abatement or reduction in the amounts payable by Mortgagor under the Financing Documents and Mortgagor shall continue to be obligated to make such payments.

(b) All matters relating to any casualty affecting the Mortgaged Estate, including with respect to insurance proceeds, the adjustment and settlement of any insurance proceeds, and the use of any such proceeds, shall be governed by applicable provisions of the Financing Documents.

(c) All matters relating to any condemnation affecting the Mortgaged Estate, including with respect to condemnation proceeds, the adjustment and settlement of any awards, and the use of any awards, shall be governed by applicable provisions of the Financing Documents.

2.12 **Required Notices**. Mortgagor shall notify Mortgagee within seven business days of: (a) receipt of any written notice from any governmental or quasi-governmental authority relating to the structure, use or occupancy of the Mortgaged Estate or alleging a violation of any Legal Requirement; (b) a substantial change in the occupancy or use of all or any part of the Mortgaged Estate; (c) receipt of any written notice from the holder of any lien or security interest in all or any part of the Mortgaged Estate; (d) commencement of any litigation affecting or potentially affecting the financial ability of Mortgagor to pay the Obligations as and when due or the value of the Mortgaged Estate; (e) receipt of any written notice of a pending or threatened condemnation of all or any part of the Mortgaged Estate; (f) a fire or other casualty causing damage to all or any material part of the Mortgaged Estate; (g) receipt of any written notice with regard to any Release of Hazardous Substances (as such terms are defined below) or any other environmental matter affecting the Mortgaged Estate or Mortgagor's interest therein; (h) receipt of any request for information, demand letter or notification of potential liability from any

governmental authority relating to potential responsibility for investigation or clean-up of Hazardous Substances on the Mortgaged Estate or at any other site owned or operated by Mortgagor; (i) receipt of any written notice from any tenant of all or any material part of the Mortgaged Estate alleging a default, failure to perform or any right to terminate its lease or to set-off rents; or (j) receipt of any written notice of the imposition of, or of threatened or actual execution on, any lien on or security interest in all or any part of the Mortgaged Estate.

2.13 **Books and Records; Inspection**. Mortgagor shall keep and maintain such records with respect to the Mortgaged Estate as may be required under the Financing Documents. Mortgagee or its designated representatives shall, upon reasonable prior notice to Mortgagor, have (a) the right of entry and free access to the Mortgaged Estate during business hours (which may be without notice in any case of emergency) to inspect the Mortgaged Estate, subject to the rights of tenants and other occupants, and (b) the right to examine and audit all books, contracts and records of Mortgagor relating to the Mortgaged Estate.

3. SECURITY AGREEMENT; FIXTURE FILING; PRIORITY.

3.1 **Security Agreement; Fixture Filing**. This Mortgage constitutes a security agreement under the UCC by Mortgagor, as debtor, in favor of Mortgagee, as secured party, and shall be deemed to constitute a fixture financing statement. Mortgagor hereby grants to Mortgagee a security interest in its personal and other Mortgaged Estate (other than real Mortgaged Estate) including fixtures (as such term is defined in the UCC), and all replacements of, substitutions for, and additions to, such Mortgaged Estate, and the proceeds thereof. Mortgagor shall, at Mortgagor's own expense, deliver, file and refile any financing or continuation statements or other security agreements that are necessary or that Mortgagee may request from time to time to perfect, confirm or maintain the lien of this Mortgage with respect to such Mortgaged Estate. Without limiting the foregoing, Mortgagor hereby irrevocably appoints Mortgagee attorney-in-fact for Mortgagor authorized (but not required) to deliver and file such instruments for or on behalf of Mortgagor at Mortgagor's expense, which appointment, being for security, is coupled with an interest and shall be irrevocable. With respect to goods that become fixtures after the recording of this Mortgage and before the completion of construction of the Improvements, this Mortgage is, and shall be construed to be, a "Construction Mortgage" under the UCC, and any mortgage given to refinance this Mortgage shall be, and shall be construed to be, a mortgage given to refinance a construction mortgage. For purposes of perfecting the security interest in personal Mortgaged Estate which is or is intended to become fixtures Mortgagor hereby certifies as follows:

(i) The state of incorporation of the Mortgagor is Florida.

(ii) The address of Mortgagor is as set forth on the first page of this Mortgage.

(iii) The employer identification number of the Mortgagor is 59-3444711.

Mortgagor authorizes Mortgagee to file a financing statement with the appropriate filing offices in the State in which Mortgagor is a registered organization, without Mortgagor's signature or further authorization, further to perfect the security interests granted herein.

3.2 **Priority**. The Senior Bonds shall be secured by this Mortgage on a basis senior to the Subordinate Bonds and the Subordinate Bonds shall be secured by the Subordinate Mortgage on a basis subordinate to the Senior Bonds, which senior and subordinate bases shall be effected by, among other provisions of the Indenture, the application of moneys derived from this Mortgage and the Subordinate Mortgage pursuant to Section 8.05 thereof.

4. ASSIGNMENT OF LEASES.

4.1 Mortgagor hereby absolutely, presently and unconditionally conveys, transfers and assigns to Mortgagee all of Mortgagor's right, title and interest, now existing or hereafter arising, in and to the Leases and Rents. Notwithstanding that this assignment is effective immediately, so long as no Event of Default exists, Mortgagor shall have the privilege under a revocable license granted hereby to operate and manage the Mortgaged Estate owned by Mortgagor and to collect, as they become due, but not prior to accrual, the Rents. Mortgagor shall receive and hold such Rents in trust as a fund to be applied, and Mortgagor hereby covenants and agrees that such Rents shall be so applied, subject to the requirements of the Indenture, first to the operation, maintenance and repair of the Mortgaged Estate and the payment of interest, principal and other sums becoming due under the Liabilities, before retaining and/or disbursing any part of the Rents for any other purpose. The license herein granted to Mortgagor shall automatically, without notice or any other action by Mortgagee, terminate upon the occurrence and during the continuance of an Event of Default, and all Rents subsequently collected or received by Mortgagor shall be held in trust by Mortgagor for the sole and exclusive benefit of Mortgagee. Nothing contained in this Section 4.1, and no collection by Mortgagee of Rents, shall be construed as imposing on Mortgagee any of the obligations of the lessor under the Leases.

4.2 Mortgagor shall timely perform all of its obligations under the Leases. Mortgagor represents and warrants, as to the Mortgaged Estate, that: (a) Mortgagor has title to and full right to assign presently, absolutely and unconditionally the Leases and Rents; (b) no other assignment of any interest in any of the Leases or Rents has been made; and (c) there are no leases or agreements to lease all or any portion of the Mortgaged Estate now in effect except the Leases.

5. DECLARATION OF NO OFFSET.

Mortgagor represents to Mortgagee that Mortgagor has no knowledge of any offsets, counterclaims or defenses to the Liabilities either at law or in equity.

6. ENVIRONMENTAL MATTERS.

6.1 **Environmental Laws**. As used herein, "Environmental Laws" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1976, 42 U.S.C. §§ 6901 et seq., Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by SARA, 42 U.S.C. §§ 1820 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1810 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 9601 et seq.; the Clean Water Act, 33 U.S.C. §§ 1251 et seq. and the Clean Air Act, 42 U.S.C. §§ 7412 et seq., and any other applicable federal or State laws pertaining to the protection of the environment, as any such laws

may be amended, modified or supplemented and any regulations promulgated pursuant to any of the foregoing.

6.2 **Representations, Warranties and Covenants**. Mortgagor represents, warrants, covenants and agrees, as to the Mortgaged Estate, as follows:

(a) To the best of Mortgagor's knowledge, neither Mortgagor nor the Mortgaged Estate or any occupant thereof is in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority pertaining to any Environmental Law. Mortgagor shall not cause or permit the Mortgaged Estate to be in violation of, or do anything which would subject the Mortgaged Estate to any remedial obligations under, any Environmental Law, and shall promptly notify Mortgagee in writing of any existing, pending or threatened investigation or inquiry by any governmental authority in connection with any Environmental Law of which Mortgagor receives written notice. In addition, Mortgagor shall provide Mortgagee with copies of any and all material written communications with any governmental authority in connection with any Environmental Law, concurrently with Mortgagor's giving or promptly following Mortgagor's receiving of same.

(b) To the best of Mortgagor's knowledge, there has been no release, spill, discharge, leak, disposal or emission (individually a "Release" and collectively, "Releases") of any Hazardous Material, Hazardous Substance or Hazardous Waste, including gasoline, petroleum products, explosives, toxic substances, solid wastes and radioactive materials (collectively, "Hazardous Substances") at, upon, under or within the Mortgaged Estate which would require remediation or removal in order to comply with any applicable Environmental Law. During the term of this Mortgage, Mortgagor shall take reasonable steps necessary to avoid a Release of any Hazardous Substances on or to the Mortgaged Estate and if Mortgagor finds a Release has occurred, to the extent required by applicable Environmental Law, Mortgagor shall remove or remediate the same promptly upon discovery at its sole cost and expense.

(c) The Mortgaged Estate: (i) is being operated in compliance with all Environmental Laws, and all permits required thereunder have been obtained and complied with in all material respects; and (ii) does not, to the best of Mortgagor's knowledge, have any Hazardous Substances present excepting small quantities of petroleum and chemical products, in proper storage containers, that are necessary for the construction or operation of the commercial business of Mortgagor and its tenants, and the usual waste products therefrom ("Permitted Substances").

(d) Mortgagor will and will cause its tenants to operate the Mortgaged Estate in compliance with all Environmental Laws and, other than Permitted Substances, will not place or permit to be placed any Hazardous Substances on the Mortgaged Estate, except for Permitted Substances.

(e) No lien has been attached to or, to Mortgagor's knowledge, is threatened to be imposed upon the Mortgaged Estate, and, to the best of Mortgagor's knowledge, there is no basis for the imposition of any such lien based on any governmental action under Environmental Laws. Neither Mortgagor nor, to the best of Mortgagor's knowledge, any other person has been,

is or will be involved in operations at the Mortgaged Estate which could lead to the imposition of environmental liability on Mortgagor, or on any subsequent or former owner of the Mortgaged Estate, or the creation of an environmental lien on the Mortgaged Estate. In the event that any such lien is filed, Mortgagor shall, within 30 days from the date that the Mortgagor is given notice of such lien (or within such shorter period of time as is appropriate in the event that steps have commenced to have the Mortgaged Estate sold), either: (i) pay the claim and remove the lien from the Mortgaged Estate; or (ii) furnish a cash deposit, bond or other security to Mortgagee in an amount sufficient to discharge the claim out of which the lien arises.

6.3 **Right to Inspect and Cure**. Mortgagee shall have the right to conduct or have conducted by its agents or contractors such environmental inspections, audits and tests as Mortgagee shall deem necessary or advisable from time to time at the sole cost and expense of Mortgagor. The reasonable, out of pocket cost of such inspections, audits and tests, if chargeable to Mortgagor as aforesaid, shall be added to the Liabilities and shall be secured by this Mortgage. Mortgagor shall, and shall cause each tenant of the Mortgaged Estate to, reasonably cooperate with such inspection efforts; such cooperation shall include, without limitation, supplying all information reasonably requested concerning the operations conducted and Hazardous Substances located at the Mortgaged Estate. In the event that any Mortgagor fails to comply with any Environmental Law, Mortgagee may (but in no instance shall be obligated to), in addition to any of its other remedies under this Mortgage, cause the Mortgaged Estate to be in compliance with such laws and the cost of such compliance shall be added to the sums secured by this Mortgage in accordance with the provisions of Section 1 hereof.

7. **Environmental Indemnity**. Mortgagor shall indemnify Mortgagee and the Owners with respect to all environmental conditions affecting the Mortgaged Estate as provided in Section 6.6 of the Loan Agreement.

8. **Events of Default**. Each of the following shall constitute a default (each, an **"Event of Default"**) hereunder:

(a) Non-payment by Mortgagor when due of the Obligations (giving effect to any periods of grace or right to cure provided therein), as and when due under the Financing Documents;

(b) A breach of any covenant contained in Sections 2.3, 2.4, 2.6 or 2.7 hereof;

(c) A breach by Mortgagor of any other term, covenant, condition, obligation or agreement under this Mortgage, and the continuance of such breach for a period of 30 days after written notice thereof shall have been given to Mortgagor;

(d) Any other event of default under any of the Financing Documents on the part of Mortgagor not cured as provided therein;

(e) The filing by or against Mortgagor of a petition seeking relief, or the granting of relief, under the Federal Bankruptcy Code or any similar federal or state statute; the filing of such a petition against Mortgagor not dismissed within 90 days; any assignment for the benefit of creditors made by Mortgagor; the appointment of a custodian, receiver, liquidator or trustee for Mortgagor or for any of the Mortgaged Estate of Mortgagor, or any action by Mortgagor to

effect any of the foregoing; or if Mortgagor becomes insolvent (however defined) or is not paying its debts generally as they become due;

(f) The dissolution, liquidation, merger, consolidation or reorganization of Mortgagor, or the institution of any proceeding by Mortgagor to effect any of the foregoing in each case, without the written consent of the Mortgagee; or

(g) The filing, entry or issuance of any judgment, execution, garnishment, attachment, distraint or lien against the Mortgaged Estate, subject to the provisions of Section 2.7 hereof, if applicable.

9. **REMEDIES**. If an Event of Default shall have occurred, Mortgagee may (at the direction of the Bondholder Representative or, if there is no Bondholder Representative, from the Registered Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding, as provided in the Indenture) take any of the following actions:

9.1 **Acceleration**. Mortgagee may declare the entire amount of the Liabilities immediately due and payable, without presentment, demand, notice of any kind, protest or notice of protest, all of which are expressly waived, notwithstanding anything to the contrary contained in any of the Financing Documents.

9.2 **Possession**. Mortgagee may enter upon and take possession of the Mortgaged Estate, with or without legal action, lease the Mortgaged Estate, collect therefrom all rentals and, after deducting all costs of collection and administration expense, apply the net rentals to any one or more of the following items in such manner and in such order of priority as Mortgagee, in Mortgagee's sole discretion, may elect: the payment of any sums due under any prior lien, taxes, water and sewer rents, charges and claims, insurance premiums and all other carrying charges, to the maintenance, repair or restoration of the Mortgaged Estate, or on account of the Liabilities. Mortgagee is given full authority to do any act which Mortgagor could do in connection with the management and operation of the Mortgaged Estate. This covenant is effective either with or without any action brought to foreclose this Mortgage and without applying for a receiver of such rents.

9.3 **Foreclosure**. Mortgagee may institute any one or more actions of mortgage foreclosure against all or any part of the Mortgaged Estate, or take such other action at law, equity or by contract for the enforcement of this Mortgage and realization on the security herein or elsewhere provided for, as the law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the Liabilities. Without limiting the foregoing, Mortgagee may foreclose this Mortgage and exercise its rights as a secured party for all or any portion of the Liabilities which are then due and payable, subject to the continuing lien of this Mortgage for the balance not then due and payable. In case of any sale of the Mortgaged Estate by judicial proceedings, the Mortgaged Estate may be sold in one parcel or in such parcels, manner or order as Mortgagee in its sole discretion may elect. Mortgagor, for itself and anyone claiming by, through or under it, hereby agrees that Mortgagee shall in no manner, in law or in equity, be limited, except as herein provided, in the exercise of its rights in the Mortgaged Estate or in any other security hereunder or otherwise appertaining to the Liabilities or any other obligation secured by this Mortgage, whether by any statute, rule or precedent which may

otherwise require said security to be marshaled in any manner and Mortgagor, for itself and others as aforesaid, hereby expressly waives and releases any right to or benefit thereof. The failure to make any tenant a defendant to a foreclosure proceeding shall not be asserted by the Mortgagor as a defense in any proceeding instituted by Mortgagee to collect the Liabilities or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Estate, to the extent permitted under the Financing Documents.

9.4 **Manner of Exercise of Remedies**. Mortgagee (at the direction of the Bondholder Representative or, if there is no Bondholder Representative, from the Registered Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding, as provided in the Indenture) may enforce the rights against any one or more of the parcels of Mortgaged Estate, in such order and manner as Mortgagee may elect. The enforcement of this Mortgage against any one or more parcels of the Mortgaged Estate, whether by court action or otherwise, shall not constitute an election of remedies, and shall not prejudice or in any way limit or preclude the further enforcement of this Mortgage through one or more additional proceedings. No judgment obtained by Mortgagee in any one or more enforcement proceedings shall merge the Liabilities secured hereby into such judgment, and all of such Liabilities which shall remain unpaid shall be a continuing obligation of Mortgagor. Mortgagor hereby waives and relinquishes any and all rights it may have, whether at law or equity, to require Mortgagee to proceed to enforce or exercise any rights, powers or remedies Mortgagee may have under this Mortgage or the Financing Documents in any particular manner or order. Mortgagee may bring any action or proceeding, including without limitation foreclosure through judicial proceedings, and such proceeding may relate to all or any part of the Mortgaged Estate without regard to the fact that any one or more prior to contemporaneous proceedings have been commenced elsewhere with respect to the same or any other part of the Mortgaged Estate.

9.5 **Waiver of Marshaling**. Mortgagee shall have the right to determine the order in which any or all of the Mortgaged Estate shall be subjected to the remedies provided in this Mortgage or applicable law. Mortgagee shall have the right to determine the order in which any of the Liabilities is satisfied from the proceeds realized upon the exercise or such remedies. Mortgagor and any party who now has or may in the future have a security or other interest in any of the Mortgaged Estate, waive any and all rights to require the marshaling of assets or to require that any of the Mortgaged Estate be sold in the inverse order of alienation, or that any of the Mortgaged Estate be sold in parcels, or as an entirety, or in any combination, in connection with the exercise or any of the remedies permitted by applicable law or this Mortgage.

9.6 **Appointment of Receiver**. Mortgagee may petition a court of competent jurisdiction to appoint a receiver of the Mortgaged Estate. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver, without regard to the then value of the Mortgaged Estate or whether the Mortgaged Estate shall be then occupied as a homestead or not, and without regard to whether Mortgagor has committed waste or allowed deterioration of the Mortgaged Estate, and Mortgagee or any agent of Mortgagee may be appointed as such receiver. Mortgagor hereby agrees that Mortgagee has a special interest in the Mortgaged Estate and absent the appointment of such receiver the Mortgaged Estate shall suffer waste and deterioration and Mortgagor further agrees that Mortgagor shall not contest the appointment of a receiver and hereby so stipulate to such appointment pursuant to this paragraph. Such receiver

shall have the power to perform all of the acts permitted Mortgagee pursuant to Section 9.2 above and such other powers which may be necessary or customary in such cases for the protection, possession, control, management and operation of the Mortgaged Estate during such period.

9.7 **Rights as a Secured Party**. Mortgagee shall have, in addition to other rights and remedies available at law or in equity, the rights and remedies of a secured party under the UCC. Mortgagee may elect to foreclose such of the Mortgaged Estate as then comprise fixtures pursuant either to the law applicable to foreclosure of an interest in real estate or to that applicable to personal Mortgaged Estate under the UCC. To the extent permitted by law, Mortgagor waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect.

9.8 **Excess Monies**. Mortgagee may apply on account of the Liabilities any unexpended monies still retained by Mortgagee that were paid by Mortgagor to Mortgagee: (a) for the payment of, or as security for the payment of taxes, assessments or other governmental charges, insurance premiums, or any other charges; or (b) to secure the performance of some act by Mortgagor.

9.9 **Other Remedies**. Mortgagee shall have the right, from time to time, to bring an appropriate action to recover any sums required to be paid by Mortgagor under the terms of this Mortgage, as they become due, without regard to whether or not any other Liabilities shall be due, and without prejudice to the right of Mortgagee thereafter to bring an action of mortgage foreclosure, or any other action, for any default by Mortgagor existing at the time the earlier action was commenced.

10. MISCELLANEOUS.

10.1 **Notices**. All notices and communications under this Mortgage shall be in writing and shall be given by either (a) hand delivery, (b) certified first class mail (postage prepaid, return receipt requested), or (c) reliable overnight commercial courier (charges prepaid), to the addresses listed in this Mortgage. Notice shall be deemed to have been given and received: (a) if by hand delivery, upon delivery; (b) if by mail, five calendar days after the date first deposited in the United States mail; and (c) if by overnight courier, on the date of delivery. A party may change its address by giving written notice to the other party as specified herein.

10.2 **Remedies Cumulative**. The rights and remedies of Mortgagee as provided in this Mortgage or in any other Financing Document shall be cumulative and concurrent, may be pursued separately, successively or together, may be exercised as often as occasion therefor shall arise, and shall be in addition to any other rights or remedies conferred upon Mortgagee at law or in equity. The failure, at any one or more times, of Mortgagee to assert the right to declare the Liabilities due, grant any extension of time for payment of the Liabilities, take other or additional security for the payment thereof, release any security, change any of the terms of the Financing Documents, or waive or fail to exercise any right or remedy under any Financing Document shall not in any way affect this Mortgage or the rights of Mortgagee.

10.3 **No Implied Waiver**. Mortgagee shall not be deemed to have modified or waived any of its rights or remedies hereunder unless such modification or waiver is in writing and signed by Mortgagee, and then only to the extent specifically set forth therein. A waiver in one event shall not be construed as continuing or as a waiver of or bar to such right or remedy on a subsequent event.

10.4 **Partial Invalidity**. The invalidity or unenforceability of any one or more provisions of this Mortgage shall not render any other provision invalid or unenforceable. In lieu of any invalid or unenforceable provision, there shall be added automatically a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

10.5 **Binding Effect**. The covenants, conditions, waivers, releases and agreements contained in this Mortgage shall bind, and the benefits thereof shall inure to, the parties hereto and their respective heirs, executors, administrators, successors and assigns and are intended and shall be held to be real covenants running with the land; *provided, however*, that this Mortgage cannot be assigned by Mortgagor without the prior written consent of Mortgagee, and any such assignment or attempted assignment by Mortgagor shall be void and of no effect with respect to Mortgagee.

10.6 **Modifications**. This Mortgage may not be supplemented, extended, modified or terminated except by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

10.7 **Commercial Loan**. Mortgagor represents and warrants that the loans or other financial accommodations included as Liabilities secured by this Mortgage were obtained solely for the purpose of carrying on or acquiring a business or commercial investment and not for residential, consumer or household purposes.

10.8 **Governing Law**. This Mortgage shall be governed by and construed in accordance with the substantive laws of the State of Florida without reference to conflict of laws principles.

10.9 **Mortgagor; Joint and Several Liability**. If Mortgagor consists of more than one person or entity, the word "Mortgagor" shall mean each of them. The liability of multiple Mortgagors (if more than one) hereunder shall be joint and several with each other, and a default hereunder, or under any of the Liabilities, by any Mortgagor shall, at the continuing option of the Mortgagee, be a default by each of them.

10.10 **Non-Merger**. In the event Mortgagee shall acquire title to the Mortgaged Estate by conveyance from Mortgagor or as a result of foreclosure, this Mortgage shall not merge in the fee estate of the Mortgaged Estate but shall remain and continue as an existing and enforceable lien for the Liabilities secured hereby until the same shall be released of record by Mortgagee in writing.

10.11 **Mortgagee as Trustee**. The Mortgagee is acting under this Mortgage not in its individual capacity but solely as Trustee under the Indenture, and shall be entitled to the same rights, protections and immunities hereunder to which it is entitled thereunder. In furtherance

and not in limitation of the foregoing, the exercise of the rights of and the performance of duties of Mortgagee shall be, in each and every case, expressly subject to the terms of the Indenture, including without limitation the right of the Mortgagee to receive written direction and indemnity from Holders before making any consents or taking any other discretionary action hereunder.

10.12 **Undertaking for Mortgagee's Reimbursement**. Mortgagor shall pay or reimburse the Mortgagee for all documented expenses incurred by the Mortgagee before and after the date of this Mortgage with respect to any and all transactions contemplated by this Mortgage. The Mortgagor shall indemnify, subrogate (at the option of the Mortgagee) and hold harmless the Mortgagee and its respective affiliates, directors, officers, agents and employees, for, from and against all claims, damages, losses and liabilities (including, without limitation, reasonable attorneys' fees and expenses) arising out of or based upon any matter related to this Mortgage, except for such damages arising from the negligence or willful misconduct of the Mortgagee as determined by a court of competent jurisdiction in a final non-appealable judgment. This indemnification and subrogation shall be in addition to any other liability which Mortgagor may otherwise have to the Mortgagee as Trustee.

[Remainder of This Page Intentionally Blank.]

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal the day and year first above written.

Witnesses:

MILESTONES COMMUNITY SCHOOL, INC. D/B/A IMAGINE SCHOOLS AT WEST MELBOURNE, a Florida not for profit corporation

_____
Print Name:_____

By: _____
Melissa Koretsky, Chair

_____
Print Name:_____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ___ day of December 2021, by Melissa Koretsky, as Chair of Milestones Community School, Inc. d/b/a Imagine Schools at West Melbourne, a Florida not for profit corporation, on behalf of such corporation. She is personally known to me or produced _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires: _____

EXHIBIT A

DESCRIPTION OF LAND

[To come from Borrower]

This Instrument Prepared By:
Record and Return To:
Brian Watson
Watson Sloane PLLC
100 S. Orange Avenue, Suite 1000
Orlando, Florida 32801

MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING (SUBORDINATE)

BY AND BETWEEN

MILESTONES COMMUNITY SCHOOL, INC. D/B/A
IMAGINE SCHOOLS AT WEST MELBOURNE,
a Florida not for profit corporation,

MORTGAGOR

and

UMB BANK, NATIONAL ASSOCIATION,
a national banking association,
as Trustee

MORTGAGEE

Dated as of December 23, 2021

NOTE TO CLERK: This instrument and the Mortgagor's Existing Obligation (defined below) secured hereby arise out of and are given to secure certain repayment obligations in connection with the Series 2021 Bonds issued by Capital Trust Agency which were issued pursuant to the provisions of Chapter 159, Part II, Florida Statutes, as amended, and this instrument, the Mortgagor's Obligations and the Series 2021 Bonds are exempt from Florida Documentary Stamp Tax and Florida Intangible Mortgaged Estate Tax as provided in Sections 159.31 and 159.50, Florida Statutes, as amended.

MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING (SUBORDINATE)

THIS MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING (SUBORDINATE) dated as of December 23, 2021 (together with any amendments or modifications hereto in effect from time to time, the "Mortgage"), between **MILESTONES COMMUNITY SCHOOL, INC. D/B/A IMAGINE SCHOOLS AT WEST MELBOURNE**, a Florida not for profit corporation ("Mortgagor"), having an address for purposes of notice hereunder at 3355 Imagine Way, West Melbourne, Florida 32904, and **UMB BANK, NATIONAL ASSOCIATION**, a national banking association, as Trustee, whose address is 120 South Sixth Street, Suite 1400, Minneapolis, Minnesota 55402, Attention: Claire Alber, Corporate Trust Services ("Mortgagee" or "Trustee").

WITNESSETH:

WHEREAS, Mortgagor has this date entered into the Loan Agreement dated as of December 1, 2021 (the "Loan Agreement") by and between the Capital Trust Agency (together with its successors and assigns, the "Issuer") and the Mortgagor, and has delivered its Series 2021 Promissory Note (the "Existing Obligation") to evidence the Loan made by the Issuer to the Mortgagor pursuant to the Loan Agreement, in which Existing Obligation the Mortgagor promises to pay to the Issuer the principal sum of [AAA IN WORDS] DOLLARS ($[AAA]) and interest thereon, in installments, on the dates and in the amounts set forth in the Loan Agreement;

WHEREAS, the Issuer has this date granted, bargained, sold, assigned, pledged, set over and confirmed unto the Mortgagee, to the extent provided in the Indenture of Trust dated as of December 1, 2021 (the "Indenture"), between the Issuer and the Trustee pursuant to which the Issuer's Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project) Series 2021A (Senior) (the "Series 2021A Bonds" and, together with any other Senior Bonds issued pursuant to the Indenture, the "Senior Bonds"), in the aggregate principal amount of $[XXX], the Issuer's Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021B (Subordinate) (the "Series 2021B Bonds"), in the aggregate principal amount of $[YYY], and the Issuer's Taxable Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021C (Subordinate) (the "Series 2021C Bonds" and, together with the Series 2021B Bonds and any other Subordinate Bonds issued pursuant to the Indenture, the "Subordinate Bonds"), in the aggregate principal amount of $[ZZZ] have been issued, and to the Trustee's successors and assigns forever, the rights, title and interests of the Issuer under the Existing Obligation and any Additional Promissory Notes between the Borrower and the Issuer with respect to the Bonds (the "Future Obligations") for the benefit of the Registered Owners and the Beneficial Owners of the Bonds (collectively, the "Owners");

WHEREAS, the Mortgagor may hereafter cause the Issuer and the Trustee to enter into one or more supplemental Indentures and the Mortgagor may enter into one or more supplemental Loan Agreements and deliver one or more Additional Promissory Notes, in accordance with and subject to the terms of the Loan Agreement pursuant to which Additional Promissory Notes may be delivered (together with the Indenture and the Loan Agreement, the "Financing Documents"); and

WHEREAS, the Mortgagor is justly indebted to the Trustee for the respective indebtedness and obligations arising under the Financing Documents (together with all obligations hereafter arising under the Financing Documents, including the Existing Obligation and the Future Obligations, and any and all extensions, renewals, modifications, substitutions, and all certificates of indebtedness or other evidence of such obligations are collectively called the "Obligations"); and.

WHEREAS, Mortgagor owns in fee simple that certain parcel of real Mortgaged Estate located in Brevard County, State of Florida, more particularly described in **Exhibit A** attached hereto and made a part hereof (the "Land"); and

WHEREAS, to secure payment of the Liabilities of the Mortgagor described below, Mortgagor has agreed to execute and deliver this Mortgage.

GRANTING CLAUSES

NOW, THEREFORE, to secure to the Trustee and the Owners, (i) the repayment of the Obligations to the extent allocable to the Subordinate Bonds in the aggregate principal amount of $[_____].00; (ii) the payment of all sums due under this Mortgage (and all extensions, renewals, replacements and amendments thereof); (iii) the performance of all terms, conditions and covenants set forth in the Financing Documents to the extent allocable to the Subordinate Bonds or not allocable to either the Senior Bonds or the Subordinate Bonds; and (iv) all costs of collection (including reasonable attorneys' fees) of the Obligations to the extent allocable to the Subordinate Bonds or not allocable to either the Senior Bonds or the Subordinate Bonds and other sums due hereunder (subsections (i), (ii), (iii) and (iv) collectively, the "Liabilities"), Mortgagor has mortgaged, granted and conveyed and by these presents **DOES HEREBY MORTGAGE, GRANT AND CONVEY TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS,** all of such Mortgagor's right, title and interest now owned or hereafter acquired in and to each of the following (collectively, the "Mortgaged Estate"):

(A) The Land;

(B) Any and all buildings and improvements now or hereafter erected on, under or over the Land (the "Improvements");

(C) Any and all fixtures, machinery, equipment and other articles of real, personal or mixed property, belonging to Mortgagor, at any time now or hereafter installed in, attached to or situated in or upon the Land, or the buildings and improvements now or hereafter erected thereon, or used or intended to be used in connection with the Land, or in the operation of the buildings and improvements, plant, business or dwelling situate thereon, whether or not such real, personal or mixed property is or shall be affixed thereto, and all replacements, substitutions and proceeds of the foregoing (all of the foregoing herein called the "Equipment"), including without limitation: (i) all appliances, furniture and furnishings; all articles of interior decoration, floor, wall and window coverings; all office, restaurant, bar, kitchen and laundry fixtures, utensils, appliances and equipment; all supplies, tools and accessories; all storm and screen windows, shutters, doors, decorations, awnings, shades, blinds, signs, trees, shrubbery and other plantings; (ii) all building service fixtures, machinery and equipment of any kind whatsoever; all

lighting, heating, ventilating, air conditioning, refrigerating, sprinkling, plumbing, security, irrigating, cleaning, incinerating, waste disposal, communications, alarm, fire prevention and extinguishing systems, fixtures, apparatus, machinery and equipment; all elevators, escalators, lifts, cranes, hoists and platforms; all pipes, conduits, pumps, boilers, tanks, motors, engines, furnaces and compressors; all dynamos, transformers and generators; (iii) all building materials, building machinery and building equipment delivered on site to the Land during the course of, or in connection with any construction or repair or renovation of the buildings and improvements; (iv) all parts, fittings, accessories, accessions, substitutions and replacements therefor and thereof; and (v) all files, books, ledgers, reports and records relating to any of the foregoing (excluding, however, all confidential student records);

(D) Any and all leases, subleases, tenancies, licenses, occupancy agreements or agreements to lease all or any portion of the Land, Improvements, Equipment or all or any other portion of the Mortgaged Estate and all extensions, renewals, amendments, modifications and replacements thereof, and any options, rights of first refusal or guarantees relating thereto (collectively, the "Leases"); all rents, income, receipts, revenues, security deposits, escrow accounts, reserves, issues, profits, awards and payments of any kind payable under the Leases or otherwise arising from the Land, Improvements, Equipment or all or any other portion of the Mortgaged Estate including, without limitation, minimum rents, additional rents, percentage rents, parking, maintenance and deficiency rents (collectively, the "Rents"); all of the following personal property (collectively referred to as the "Contracts"): all accounts, general intangibles and contract rights (including any right to payment thereunder, whether or not earned by performance) of any nature; all management agreements, franchise agreements, utility agreements and deposits, building service contracts, maintenance contracts, construction contracts and architect's agreements; all maps, plans, surveys and specifications; all warranties and guaranties; all permits, licenses and approvals; and all insurance policies, books of account and other documents, of whatever kind or character;

(E) Any and all estates, rights, tenements, hereditaments, privileges, easements, reversions, remainders and appurtenances of any kind benefiting or appurtenant to the Land, Improvements or all or any other portion of the Mortgaged Estate; all means of access to and from the Land, Improvements or all or any other portion of the Mortgaged Estate, whether public or private; all streets, alleys, passages, ways, water courses, water and mineral rights relating to the Land, Improvements or all or any other portion of the Mortgaged Estate; all rights of each of the Mortgagor as declarant or unit owner under any declaration of condominium or association applicable to the Land, Improvements or all or any other portion of the Mortgaged Estate including, without limitation, all development rights and special declarant rights; and all other claims or demands of the Mortgagor, either at law or in equity, in possession or expectancy of, in, or to the Land, Improvements or all or any other portion of the Mortgaged Estate (all of the foregoing described in this subsection E herein called the "Appurtenances"); and

(F) Any and all "proceeds" of any of the above-described Land, Improvements, Equipment, Leases, Rents, Contracts and Appurtenances, which term "proceeds" shall have the meaning given to it in the Uniform Commercial Code, as amended, (the "UCC") of the State of Florida (collectively, the "Proceeds") and shall additionally include whatever is received upon the use, lease, sale, exchange, transfer, collection or other utilization or any disposition or conversion of any of the Land, Improvements, Equipment, Leases, Rents, Contracts and

Appurtenances, voluntary or involuntary, whether cash or non-cash, including proceeds of insurance and condemnation awards, rental or lease payments, accounts, chattel paper, instruments, documents, contract rights, general intangibles, equipment and inventory.

TO HAVE AND TO HOLD the above granted and conveyed Mortgaged Estate unto and to the proper use and benefit of Mortgagee, its successors and assigns, forever.

PROVIDED ALWAYS, and these presents are upon the express condition, that if (i) all the Liabilities, including without limitation, all termination payments and any other amounts due under or in connection with any swap agreements secured hereunder, are paid in full, and (ii) each and every representation, warranty, agreement and covenant of this Mortgage and the other Financing Documents are complied with and abided by, then this Mortgage and the estate hereby created shall cease and be null and void and canceled of record.

The terms of the Financing Documents are hereby made a part of this Mortgage to the same extent and with the same effect as if fully set forth herein.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in Exhibit M to the Loan Agreement.

AND the Mortgagor covenants and agrees with and represents to Mortgagee as follows:

1. **FUTURE ADVANCES**. This Mortgage shall secure any additional Obligations or other loans, as well as any and all present or future advances and readvances under the Liabilities made by the Trustee or the Owners to or for the benefit of Mortgagor or the Mortgaged Estate within 20 years from the date hereof (whether such advances are obligatory or are made at the option of the Owners), including, without limitation: (i) principal, interest, late charges, fees and other amounts due under the Liabilities or this Mortgage; (ii) all advances to Mortgagor or any other proper person to pay costs of alteration, repair, restoration, maintenance and completion of any improvements on the Land; (iii) all advances made or costs incurred by the Owners or Mortgagee for the payment of real estate taxes, assessments or other governmental charges, maintenance charges, insurance premiums, appraisal charges, environmental inspection, audit, testing or compliance costs, and reasonable costs incurred by the Owners or Mortgagee for the enforcement and protection of the Mortgaged Estate or the lien of this Mortgage; and (iv) all reasonable legal fees, costs and other expenses incurred by the Owners or Mortgagee by reason of any default or otherwise in connection with the Liabilities. The total amount of the Liabilities that may be so secured may decrease to a zero amount from time to time, or may increase from time to time, but the total unpaid balance secured at any one time shall not exceed $49,360,000.

2. **REPRESENTATIONS, WARRANTIES AND COVENANTS**.

2.1 **Payment and Performance**. This Mortgage secures the payment by Mortgagor of any sums due under the Financing Documents; Mortgagor shall pay, perform and comply with all terms, conditions and covenants contained in the Financing Documents. Further, Mortgagor shall pay, perform and comply with all terms, conditions and covenants set forth herein, and perform and comply with all of Mortgagor's obligations and duties as landlord under any Leases.

2.2 **Seisin and Warranty**. Mortgagor warrants to the Mortgagee that Mortgagor is seized of an indefeasible estate in fee simple in, and warrants the title to, the Land. Mortgagor further warrants and represents that Mortgagor has the right, full power and lawful authority to mortgage, grant, convey and assign its interest in the Mortgaged Estate to Mortgagee as set forth herein; and that this Mortgage is a valid and enforceable first lien on the Mortgaged Estate. Mortgagor hereby covenants that Mortgagor shall (a) preserve such title and the validity and priority of the lien of this Mortgage and shall forever warrant and defend the same to Mortgagee against all lawful claims whatsoever; and (b) execute, acknowledge and deliver all such further documents or assurances as may at any time hereafter be required by Mortgagee to protect fully the lien of this Mortgage.

2.3 **Insurance**.

(a) Mortgagor shall obtain and maintain at all times throughout the term of this Mortgage with respect to the Mortgaged Estate such comprehensive general public liability insurance, all risk and hazard insurance, and other insurance coverages as are required pursuant to Section 6.03 of the Loan Agreement.

(b) Notwithstanding the foregoing, in the event that Mortgagor fails to maintain insurance in accordance with this Section 2.3, Mortgagee may obtain insurance in the amount and of the type appropriate to protect Mortgagee's interest only and neither the Mortgagee nor the Owners shall have any duty or obligation to Mortgagor to maintain insurance in any greater amount or of any other type for the benefit of Mortgagor. All insurance premiums incurred or paid by Mortgagee shall be at Mortgagor's sole cost and expense and shall be a Liability of Mortgagor in accordance with Section 1 hereof. Mortgagee's action to obtain insurance shall not be deemed to waive any Event of Default (as hereinafter defined) hereunder.

2.4 **Taxes and Other Charges**. Mortgagor shall promptly pay and discharge all taxes, assessments, water and sewer rents, and other governmental charges imposed upon the Mortgaged Estate owned by Mortgagor when due, but in no event after interest or penalties commence to accrue thereon or become a lien upon the Mortgaged Estate, unless paid or such lien is otherwise discharged within 30 days. Mortgagor shall not claim or demand or be entitled to any credit on account of the Liabilities for any part of the taxes paid with respect to the Mortgaged Estate or any part thereof and no deduction shall otherwise be made or claimed from the taxable value of the Mortgaged Estate, or any part thereof, by reason of this Mortgage.

2.5 **Escrows**. If required by Mortgagee, at the direction of the Bondholder Representative or, if there is no Bondholder Representative, from the Registered Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding (in the manner provided in the Indenture), during the existence of an Event of Default under Section 2.3 or 2.4, Mortgagor shall pay to Mortgagee at the time of each installment of interest due under the Obligations, and commencing with the first payment due after the date of such request, a sum equal to (a) the amount of the next installment of taxes and assessments levied or assessed against the Mortgaged Estate, and/or (b) the premiums which will next become due on the insurance policies required by this Mortgage, all in amounts as estimated by Mortgagee, less all sums already paid therefor or deposited with Mortgagee for the payment thereof, divided by the number of payments to become due before one month prior to the date when such taxes and

assessments and/or premiums, as applicable, will become due, such sums to be held by Mortgagee to pay the same when due. If such escrow funds are not sufficient to pay such taxes and assessments and/or insurance premiums, as applicable, as the same become due, Mortgagor shall pay to Mortgagee, upon request, such additional amounts as Mortgagee shall estimate to be sufficient to make up any deficiency. No amount paid to Mortgagee hereunder shall be deemed to be trust funds but may be commingled with general funds of Mortgagee and no interest shall be payable thereon. Upon the occurrence and during the continuance of an Event of Default, Mortgagee shall have the right, at its sole discretion, to apply any amounts so held against the Liabilities.

2.6 **Transfer of Title**. Without the prior written consent of Mortgagee in each instance, Mortgagor shall not cause or permit any transfer of the Mortgaged Estate or any part thereof, whether voluntarily, involuntarily or by operation of law, except to the extent and in the manner provided in Section 6.1 and Section 8.11 of the Loan Agreement.

2.7 **Encumbrances**. Except as provided in the Financing Documents, Mortgagor shall not create or permit to exist any other mortgage, pledge, lien, security interest (including, without limitation, a purchase money security interest), encumbrance, attachment, levy, distraint or other judicial process on or against the Mortgaged Estate or any part thereof (including, without limitation, fixtures and other personalty), whether superior or inferior to the lien of this Mortgage, without the prior written consent of Mortgagee. Without limitation of other remedies available to Mortgage under the Indenture, if any other lien or encumbrance is filed or entered (other than as permitted by the Financing Documents) without Mortgagee's consent, Mortgagor shall have it bonded or otherwise removed of record within 30 days after such filing or entry.

2.8 **Removal of Fixtures**. Mortgagor shall not remove or permit to be removed from the Mortgaged Estate any fixtures presently or in the future owned by Mortgagor as the term "fixtures" is defined by the law of the state where the Mortgaged Estate is located (unless such fixtures have been replaced with similar fixtures of equal or greater utility and value).

2.9 **Maintenance and Repair; Alterations**.

(a) Mortgagor shall (i) abstain from and not permit the commission of waste in or about the Mortgaged Estate; (ii) keep the Mortgaged Estate, at Mortgagor's own cost and expense, in good and substantial repair, working order and condition; (iii) make or cause to be made, as and when necessary, all repairs and replacements, whether or not insurance proceeds are available therefor; and (iv) not remove, demolish, materially alter, discontinue the use of, permit to become vacant or deserted, or otherwise dispose of all or any part of the Mortgaged Estate. All alterations, replacements, renewals or additions made pursuant hereto shall automatically become a part of the Mortgaged Estate and shall be covered by the lien of this Mortgage.

(b) Mortgagee, and any persons authorized by Mortgagee, shall have the right, but not the obligation, to enter upon the Mortgaged Estate at any reasonable time during business hours upon reasonable prior notice (which may be without notice in any case of emergency), and subject to the rights of tenants and other occupants, to inspect and photograph its condition and state of repair. In the event any such inspection reveals, in the sole discretion of Mortgagee, the

necessity for any material repair, alteration, replacement, clean-up or maintenance, Mortgagor shall, at the discretion of Mortgagee, either: (i) cause such work to be effected immediately; or (ii) promptly establish a reserve fund with Mortgagee in an amount determined by Mortgagee for the purpose of effecting such work; *provided*, that the Mortgagee may hire and conclusively rely upon consultants or other professionals in making any determination under this Section 2.9(b).

2.10 **Compliance with Applicable Laws**. Mortgagor agrees to observe, conform and comply, and to cause its tenants to observe, conform and comply with all federal, state, county, municipal and other governmental or quasi-governmental laws, rules, regulations, ordinances, codes, requirements, covenants, conditions, orders, licenses, permits, approvals and restrictions, including without limitation, Environmental Laws (as defined below) and the Americans with Disabilities Act of 1990 (collectively, the "Legal Requirements"), now or hereafter affecting all or any part of the Mortgaged Estate, its occupancy or the business or operations now or hereafter conducted thereon and the personalty contained therein, within such time as required by such Legal Requirements. Mortgagor represents and warrants to its knowledge that the Mortgaged Estate currently is in compliance with all Legal Requirements applicable to the Mortgaged Estate.

2.11 **Damage, Destruction and Condemnation.**

(a) If all or any part of the Mortgaged Estate shall be damaged or destroyed, or if title to or the temporary use of the whole or any part of the Mortgaged Estate shall be taken or condemned by a competent authority for any public or quasi-public use or purpose, there shall be no abatement or reduction in the amounts payable by Mortgagor under the Financing Documents and Mortgagor shall continue to be obligated to make such payments.

(b) All matters relating to any casualty affecting the Mortgaged Estate, including with respect to insurance proceeds, the adjustment and settlement of any insurance proceeds, and the use of any such proceeds, shall be governed by applicable provisions of the Financing Documents.

(c) All matters relating to any condemnation affecting the Mortgaged Estate, including with respect to condemnation proceeds, the adjustment and settlement of any awards, and the use of any awards, shall be governed by applicable provisions of the Financing Documents.

2.12 **Required Notices**. Mortgagor shall notify Mortgagee within seven business days of: (a) receipt of any written notice from any governmental or quasi-governmental authority relating to the structure, use or occupancy of the Mortgaged Estate or alleging a violation of any Legal Requirement; (b) a substantial change in the occupancy or use of all or any part of the Mortgaged Estate; (c) receipt of any written notice from the holder of any lien or security interest in all or any part of the Mortgaged Estate; (d) commencement of any litigation affecting or potentially affecting the financial ability of Mortgagor to pay the Obligations as and when due or the value of the Mortgaged Estate; (e) receipt of any written notice of a pending or threatened condemnation of all or any part of the Mortgaged Estate; (f) a fire or other casualty causing damage to all or any material part of the Mortgaged Estate; (g) receipt of any written notice with regard to any Release of Hazardous Substances (as such terms are defined below) or any other

environmental matter affecting the Mortgaged Estate or Mortgagor's interest therein; (h) receipt of any request for information, demand letter or notification of potential liability from any governmental authority relating to potential responsibility for investigation or clean-up of Hazardous Substances on the Mortgaged Estate or at any other site owned or operated by Mortgagor; (i) receipt of any written notice from any tenant of all or any material part of the Mortgaged Estate alleging a default, failure to perform or any right to terminate its lease or to set-off rents; or (j) receipt of any written notice of the imposition of, or of threatened or actual execution on, any lien on or security interest in all or any part of the Mortgaged Estate.

2.13 **Books and Records; Inspection**. Mortgagor shall keep and maintain such records with respect to the Mortgaged Estate as may be required under the Financing Documents. Mortgagee or its designated representatives shall, upon reasonable prior notice to Mortgagor, have (a) the right of entry and free access to the Mortgaged Estate during business hours (which may be without notice in any case of emergency) to inspect the Mortgaged Estate, subject to the rights of tenants and other occupants, and (b) the right to examine and audit all books, contracts and records of Mortgagor relating to the Mortgaged Estate.

3. SECURITY AGREEMENT; FIXTURE FILING; PRIORITY.

3.1 **Security Agreement; Fixture Filing**. This Mortgage constitutes a security agreement under the UCC by Mortgagor, as debtor, in favor of Mortgagee, as secured party, and shall be deemed to constitute a fixture financing statement. Mortgagor hereby grants to Mortgagee a security interest in its personal and other Mortgaged Estate (other than real Mortgaged Estate) including fixtures (as such term is defined in the UCC), and all replacements of, substitutions for, and additions to, such Mortgaged Estate, and the proceeds thereof. Mortgagor shall, at Mortgagor's own expense, deliver, file and refile any financing or continuation statements or other security agreements that are necessary or that Mortgagee may request from time to time to perfect, confirm or maintain the lien of this Mortgage with respect to such Mortgaged Estate. Without limiting the foregoing, Mortgagor hereby irrevocably appoints Mortgagee attorney-in-fact for Mortgagor authorized (but not required) to deliver and file such instruments for or on behalf of Mortgagor at Mortgagor's expense, which appointment, being for security, is coupled with an interest and shall be irrevocable. With respect to goods that become fixtures after the recording of this Mortgage and before the completion of construction of the Improvements, this Mortgage is, and shall be construed to be, a "Construction Mortgage" under the UCC, and any mortgage given to refinance this Mortgage shall be, and shall be construed to be, a mortgage given to refinance a construction mortgage. For purposes of perfecting the security interest in personal Mortgaged Estate which is or is intended to become fixtures Mortgagor hereby certifies as follows:

(i) The state of incorporation of the Mortgagor is Florida.

(ii) The address of Mortgagor is as set forth on the first page of this Mortgage.

(iii) The employer identification number of the Mortgagor is 59-3444711.

Mortgagor authorizes Mortgagee to file a financing statement with the appropriate filing offices in the State in which Mortgagor is a registered organization, without Mortgagor's signature or further authorization, further to perfect the security interests granted herein.

3.2 **Priority**. The Subordinate Bonds shall be secured by this Mortgage on a basis subordinate to the Senior Bonds and the Senior Bonds shall be secured by the Senior Mortgage on a basis senior to the Subordinate Bonds, which subordinate and senior bases shall be effected by, among other provisions of the Indenture, the application of moneys derived from this Mortgage and the Senior Mortgage pursuant to Section 8.05 thereof.

4. ASSIGNMENT OF LEASES.

4.1 Mortgagor hereby absolutely, presently and unconditionally conveys, transfers and assigns to Mortgagee all of Mortgagor's right, title and interest, now existing or hereafter arising, in and to the Leases and Rents. Notwithstanding that this assignment is effective immediately, so long as no Event of Default exists, Mortgagor shall have the privilege under a revocable license granted hereby to operate and manage the Mortgaged Estate owned by Mortgagor and to collect, as they become due, but not prior to accrual, the Rents. Mortgagor shall receive and hold such Rents in trust as a fund to be applied, and Mortgagor hereby covenants and agrees that such Rents shall be so applied, subject to the requirements of the Indenture, first to the operation, maintenance and repair of the Mortgaged Estate and the payment of interest, principal and other sums becoming due under the Liabilities, before retaining and/or disbursing any part of the Rents for any other purpose. The license herein granted to Mortgagor shall automatically, without notice or any other action by Mortgagee, terminate upon the occurrence and during the continuance of an Event of Default, and all Rents subsequently collected or received by Mortgagor shall be held in trust by Mortgagor for the sole and exclusive benefit of Mortgagee. Nothing contained in this Section 4.1, and no collection by Mortgagee of Rents, shall be construed as imposing on Mortgagee any of the obligations of the lessor under the Leases.

4.2 Mortgagor shall timely perform all of its obligations under the Leases. Mortgagor represents and warrants, as to the Mortgaged Estate, that: (a) Mortgagor has title to and full right to assign presently, absolutely and unconditionally the Leases and Rents; (b) no other assignment of any interest in any of the Leases or Rents has been made; and (c) there are no leases or agreements to lease all or any portion of the Mortgaged Estate now in effect except the Leases.

5. DECLARATION OF NO OFFSET.

Mortgagor represents to Mortgagee that Mortgagor has no knowledge of any offsets, counterclaims or defenses to the Liabilities either at law or in equity.

6. ENVIRONMENTAL MATTERS.

6.1 **Environmental Laws**. As used herein, "Environmental Laws" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1976, 42 U.S.C. §§ 6901 et seq., Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by SARA, 42 U.S.C. §§ 1820 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1810 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., the

Resource Conservation and Recovery Act, as amended, 42 U.S.C. 9601 et seq.; the Clean Water Act, 33 U.S.C. §§ 1251 et seq. and the Clean Air Act, 42 U.S.C. §§ 7412 et seq., and any other applicable federal or State laws pertaining to the protection of the environment, as any such laws may be amended, modified or supplemented and any regulations promulgated pursuant to any of the foregoing.

6.2 **Representations, Warranties and Covenants**. Mortgagor represents, warrants, covenants and agrees, as to the Mortgaged Estate, as follows:

(a) To the best of Mortgagor's knowledge, neither Mortgagor nor the Mortgaged Estate or any occupant thereof is in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority pertaining to any Environmental Law. Mortgagor shall not cause or permit the Mortgaged Estate to be in violation of, or do anything which would subject the Mortgaged Estate to any remedial obligations under, any Environmental Law, and shall promptly notify Mortgagee in writing of any existing, pending or threatened investigation or inquiry by any governmental authority in connection with any Environmental Law of which Mortgagor receives written notice. In addition, Mortgagor shall provide Mortgagee with copies of any and all material written communications with any governmental authority in connection with any Environmental Law, concurrently with Mortgagor's giving or promptly following Mortgagor's receiving of same.

(b) To the best of Mortgagor's knowledge, there has been no release, spill, discharge, leak, disposal or emission (individually a "Release" and collectively, "Releases") of any Hazardous Material, Hazardous Substance or Hazardous Waste, including gasoline, petroleum products, explosives, toxic substances, solid wastes and radioactive materials (collectively, "Hazardous Substances") at, upon, under or within the Mortgaged Estate which would require remediation or removal in order to comply with any applicable Environmental Law. During the term of this Mortgage, Mortgagor shall take reasonable steps necessary to avoid a Release of any Hazardous Substances on or to the Mortgaged Estate and if Mortgagor finds a Release has occurred, to the extent required by applicable Environmental Law, Mortgagor shall remove or remediate the same promptly upon discovery at its sole cost and expense.

(c) The Mortgaged Estate: (i) is being operated in compliance with all Environmental Laws, and all permits required thereunder have been obtained and complied with in all material respects; and (ii) does not, to the best of Mortgagor's knowledge, have any Hazardous Substances present excepting small quantities of petroleum and chemical products, in proper storage containers, that are necessary for the construction or operation of the commercial business of Mortgagor and its tenants, and the usual waste products therefrom ("Permitted Substances").

(d) Mortgagor will and will cause its tenants to operate the Mortgaged Estate in compliance with all Environmental Laws and, other than Permitted Substances, will not place or permit to be placed any Hazardous Substances on the Mortgaged Estate, except for Permitted Substances.

(e) No lien has been attached to or, to Mortgagor's knowledge, is threatened to be imposed upon the Mortgaged Estate, and, to the best of Mortgagor's knowledge, there is no basis for the imposition of any such lien based on any governmental action under Environmental Laws. Neither Mortgagor nor, to the best of Mortgagor's knowledge, any other person has been, is or will be involved in operations at the Mortgaged Estate which could lead to the imposition of environmental liability on Mortgagor, or on any subsequent or former owner of the Mortgaged Estate, or the creation of an environmental lien on the Mortgaged Estate. In the event that any such lien is filed, Mortgagor shall, within 30 days from the date that the Mortgagor is given notice of such lien (or within such shorter period of time as is appropriate in the event that steps have commenced to have the Mortgaged Estate sold), either: (i) pay the claim and remove the lien from the Mortgaged Estate; or (ii) furnish a cash deposit, bond or other security to Mortgagee in an amount sufficient to discharge the claim out of which the lien arises.

6.3 **Right to Inspect and Cure**. Mortgagee shall have the right to conduct or have conducted by its agents or contractors such environmental inspections, audits and tests as Mortgagee shall deem necessary or advisable from time to time at the sole cost and expense of Mortgagor. The reasonable, out of pocket cost of such inspections, audits and tests, if chargeable to Mortgagor as aforesaid, shall be added to the Liabilities and shall be secured by this Mortgage. Mortgagor shall, and shall cause each tenant of the Mortgaged Estate to, reasonably cooperate with such inspection efforts; such cooperation shall include, without limitation, supplying all information reasonably requested concerning the operations conducted and Hazardous Substances located at the Mortgaged Estate. In the event that any Mortgagor fails to comply with any Environmental Law, Mortgagee may (but in no instance shall be obligated to), in addition to any of its other remedies under this Mortgage, cause the Mortgaged Estate to be in compliance with such laws and the cost of such compliance shall be added to the sums secured by this Mortgage in accordance with the provisions of Section 1 hereof.

7. **Environmental Indemnity**. Mortgagor shall indemnify Mortgagee and the Owners with respect to all environmental conditions affecting the Mortgaged Estate as provided in Section 6.6 of the Loan Agreement.

8. **Events of Default**. Each of the following shall constitute a default (each, an **"Event of Default"**) hereunder:

(a) Non-payment by Mortgagor when due of the Obligations (giving effect to any periods of grace or right to cure provided therein), as and when due under the Financing Documents;

(b) A breach of any covenant contained in Sections 2.3, 2.4, 2.6 or 2.7 hereof;

(c) A breach by Mortgagor of any other term, covenant, condition, obligation or agreement under this Mortgage, and the continuance of such breach for a period of 30 days after written notice thereof shall have been given to Mortgagor;

(d) Any other event of default under any of the Financing Documents on the part of Mortgagor not cured as provided therein;

(e) The filing by or against Mortgagor of a petition seeking relief, or the granting of relief, under the Federal Bankruptcy Code or any similar federal or state statute; the filing of such a petition against Mortgagor not dismissed within 90 days; any assignment for the benefit of creditors made by Mortgagor; the appointment of a custodian, receiver, liquidator or trustee for Mortgagor or for any of the Mortgaged Estate of Mortgagor, or any action by Mortgagor to effect any of the foregoing; or if Mortgagor becomes insolvent (however defined) or is not paying its debts generally as they become due;

(f) The dissolution, liquidation, merger, consolidation or reorganization of Mortgagor, or the institution of any proceeding by Mortgagor to effect any of the foregoing in each case, without the written consent of the Mortgagee; or

(g) The filing, entry or issuance of any judgment, execution, garnishment, attachment, distraint or lien against the Mortgaged Estate, subject to the provisions of Section 2.7 hereof, if applicable.

9. **REMEDIES**. If an Event of Default shall have occurred, Mortgagee may (at the direction of the Bondholder Representative or, if there is no Bondholder Representative, from the Registered Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding, as provided in the Indenture) take any of the following actions:

9.1 **Acceleration**. Mortgagee may declare the entire amount of the Liabilities immediately due and payable, without presentment, demand, notice of any kind, protest or notice of protest, all of which are expressly waived, notwithstanding anything to the contrary contained in any of the Financing Documents.

9.2 **Possession**. Mortgagee may enter upon and take possession of the Mortgaged Estate, with or without legal action, lease the Mortgaged Estate, collect therefrom all rentals and, after deducting all costs of collection and administration expense, apply the net rentals to any one or more of the following items in such manner and in such order of priority as Mortgagee, in Mortgagee's sole discretion, may elect: the payment of any sums due under any prior lien, taxes, water and sewer rents, charges and claims, insurance premiums and all other carrying charges, to the maintenance, repair or restoration of the Mortgaged Estate, or on account of the Liabilities. Mortgagee is given full authority to do any act which Mortgagor could do in connection with the management and operation of the Mortgaged Estate. This covenant is effective either with or without any action brought to foreclose this Mortgage and without applying for a receiver of such rents.

9.3 **Foreclosure**. Mortgagee may institute any one or more actions of mortgage foreclosure against all or any part of the Mortgaged Estate, or take such other action at law, equity or by contract for the enforcement of this Mortgage and realization on the security herein or elsewhere provided for, as the law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the Liabilities. Without limiting the foregoing, Mortgagee may foreclose this Mortgage and exercise its rights as a secured party for all or any portion of the Liabilities which are then due and payable, subject to the continuing lien of this Mortgage for the balance not then due and payable. In case of any sale of the Mortgaged Estate by judicial proceedings, the Mortgaged Estate may be sold in one parcel or in such parcels,

manner or order as Mortgagee in its sole discretion may elect. Mortgagor, for itself and anyone claiming by, through or under it, hereby agrees that Mortgagee shall in no manner, in law or in equity, be limited, except as herein provided, in the exercise of its rights in the Mortgaged Estate or in any other security hereunder or otherwise appertaining to the Liabilities or any other obligation secured by this Mortgage, whether by any statute, rule or precedent which may otherwise require said security to be marshaled in any manner and Mortgagor, for itself and others as aforesaid, hereby expressly waives and releases any right to or benefit thereof. The failure to make any tenant a defendant to a foreclosure proceeding shall not be asserted by the Mortgagor as a defense in any proceeding instituted by Mortgagee to collect the Liabilities or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Estate, to the extent permitted under the Financing Documents.

9.4 **Manner of Exercise of Remedies**. Mortgagee (at the direction of the Bondholder Representative or, if there is no Bondholder Representative, from the Registered Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding, as provided in the Indenture) may enforce the rights against any one or more of the parcels of Mortgaged Estate, in such order and manner as Mortgagee may elect. The enforcement of this Mortgage against any one or more parcels of the Mortgaged Estate, whether by court action or otherwise, shall not constitute an election of remedies, and shall not prejudice or in any way limit or preclude the further enforcement of this Mortgage through one or more additional proceedings. No judgment obtained by Mortgagee in any one or more enforcement proceedings shall merge the Liabilities secured hereby into such judgment, and all of such Liabilities which shall remain unpaid shall be a continuing obligation of Mortgagor. Mortgagor hereby waives and relinquishes any and all rights it may have, whether at law or equity, to require Mortgagee to proceed to enforce or exercise any rights, powers or remedies Mortgagee may have under this Mortgage or the Financing Documents in any particular manner or order. Mortgagee may bring any action or proceeding, including without limitation foreclosure through judicial proceedings, and such proceeding may relate to all or any part of the Mortgaged Estate without regard to the fact that any one or more prior to contemporaneous proceedings have been commenced elsewhere with respect to the same or any other part of the Mortgaged Estate.

9.5 **Waiver of Marshaling**. Mortgagee shall have the right to determine the order in which any or all of the Mortgaged Estate shall be subjected to the remedies provided in this Mortgage or applicable law. Mortgagee shall have the right to determine the order in which any of the Liabilities is satisfied from the proceeds realized upon the exercise or such remedies. Mortgagor and any party who now has or may in the future have a security or other interest in any of the Mortgaged Estate, waive any and all rights to require the marshaling of assets or to require that any of the Mortgaged Estate be sold in the inverse order of alienation, or that any of the Mortgaged Estate be sold in parcels, or as an entirety, or in any combination, in connection with the exercise or any of the remedies permitted by applicable law or this Mortgage.

9.6 **Appointment of Receiver**. Mortgagee may petition a court of competent jurisdiction to appoint a receiver of the Mortgaged Estate. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver, without regard to the then value of the Mortgaged Estate or whether the Mortgaged Estate shall be then occupied as a homestead or not, and without regard to whether Mortgagor has committed waste or allowed deterioration of the

Mortgaged Estate, and Mortgagee or any agent of Mortgagee may be appointed as such receiver. Mortgagor hereby agrees that Mortgagee has a special interest in the Mortgaged Estate and absent the appointment of such receiver the Mortgaged Estate shall suffer waste and deterioration and Mortgagor further agrees that Mortgagor shall not contest the appointment of a receiver and hereby so stipulate to such appointment pursuant to this paragraph. Such receiver shall have the power to perform all of the acts permitted Mortgagee pursuant to Section 9.2 above and such other powers which may be necessary or customary in such cases for the protection, possession, control, management and operation of the Mortgaged Estate during such period.

9.7 **Rights as a Secured Party**. Mortgagee shall have, in addition to other rights and remedies available at law or in equity, the rights and remedies of a secured party under the UCC. Mortgagee may elect to foreclose such of the Mortgaged Estate as then comprise fixtures pursuant either to the law applicable to foreclosure of an interest in real estate or to that applicable to personal Mortgaged Estate under the UCC. To the extent permitted by law, Mortgagor waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect.

9.8 **Excess Monies**. Mortgagee may apply on account of the Liabilities any unexpended monies still retained by Mortgagee that were paid by Mortgagor to Mortgagee: (a) for the payment of, or as security for the payment of taxes, assessments or other governmental charges, insurance premiums, or any other charges; or (b) to secure the performance of some act by Mortgagor.

9.9 **Other Remedies**. Mortgagee shall have the right, from time to time, to bring an appropriate action to recover any sums required to be paid by Mortgagor under the terms of this Mortgage, as they become due, without regard to whether or not any other Liabilities shall be due, and without prejudice to the right of Mortgagee thereafter to bring an action of mortgage foreclosure, or any other action, for any default by Mortgagor existing at the time the earlier action was commenced.

10. MISCELLANEOUS.

10.1 **Notices**. All notices and communications under this Mortgage shall be in writing and shall be given by either (a) hand delivery, (b) certified first class mail (postage prepaid, return receipt requested), or (c) reliable overnight commercial courier (charges prepaid), to the addresses listed in this Mortgage. Notice shall be deemed to have been given and received: (a) if by hand delivery, upon delivery; (b) if by mail, five calendar days after the date first deposited in the United States mail; and (c) if by overnight courier, on the date of delivery. A party may change its address by giving written notice to the other party as specified herein.

10.2 **Remedies Cumulative**. The rights and remedies of Mortgagee as provided in this Mortgage or in any other Financing Document shall be cumulative and concurrent, may be pursued separately, successively or together, may be exercised as often as occasion therefor shall arise, and shall be in addition to any other rights or remedies conferred upon Mortgagee at law or in equity. The failure, at any one or more times, of Mortgagee to assert the right to declare the Liabilities due, grant any extension of time for payment of the Liabilities, take other or additional

security for the payment thereof, release any security, change any of the terms of the Financing Documents, or waive or fail to exercise any right or remedy under any Financing Document shall not in any way affect this Mortgage or the rights of Mortgagee.

10.3 **No Implied Waiver**. Mortgagee shall not be deemed to have modified or waived any of its rights or remedies hereunder unless such modification or waiver is in writing and signed by Mortgagee, and then only to the extent specifically set forth therein. A waiver in one event shall not be construed as continuing or as a waiver of or bar to such right or remedy on a subsequent event.

10.4 **Partial Invalidity**. The invalidity or unenforceability of any one or more provisions of this Mortgage shall not render any other provision invalid or unenforceable. In lieu of any invalid or unenforceable provision, there shall be added automatically a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

10.5 **Binding Effect**. The covenants, conditions, waivers, releases and agreements contained in this Mortgage shall bind, and the benefits thereof shall inure to, the parties hereto and their respective heirs, executors, administrators, successors and assigns and are intended and shall be held to be real covenants running with the land; *provided, however*, that this Mortgage cannot be assigned by Mortgagor without the prior written consent of Mortgagee, and any such assignment or attempted assignment by Mortgagor shall be void and of no effect with respect to Mortgagee.

10.6 **Modifications**. This Mortgage may not be supplemented, extended, modified or terminated except by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

10.7 **Commercial Loan**. Mortgagor represents and warrants that the loans or other financial accommodations included as Liabilities secured by this Mortgage were obtained solely for the purpose of carrying on or acquiring a business or commercial investment and not for residential, consumer or household purposes.

10.8 **Governing Law**. This Mortgage shall be governed by and construed in accordance with the substantive laws of the State of Florida without reference to conflict of laws principles.

10.9 **Mortgagor; Joint and Several Liability**. If Mortgagor consists of more than one person or entity, the word "Mortgagor" shall mean each of them. The liability of multiple Mortgagors (if more than one) hereunder shall be joint and several with each other, and a default hereunder, or under any of the Liabilities, by any Mortgagor shall, at the continuing option of the Mortgagee, be a default by each of them.

10.10 **Non-Merger**. In the event Mortgagee shall acquire title to the Mortgaged Estate by conveyance from Mortgagor or as a result of foreclosure, this Mortgage shall not merge in the fee estate of the Mortgaged Estate but shall remain and continue as an existing and enforceable lien for the Liabilities secured hereby until the same shall be released of record by Mortgagee in writing.

10.11 **Mortgagee as Trustee**. The Mortgagee is acting under this Mortgage not in its individual capacity but solely as Trustee under the Indenture, and shall be entitled to the same rights, protections and immunities hereunder to which it is entitled thereunder. In furtherance and not in limitation of the foregoing, the exercise of the rights of and the performance of duties of Mortgagee shall be, in each and every case, expressly subject to the terms of the Indenture, including without limitation the right of the Mortgagee to receive written direction and indemnity from Holders before making any consents or taking any other discretionary action hereunder.

10.12 **Undertaking for Mortgagee's Reimbursement**. Mortgagor shall pay or reimburse the Mortgagee for all documented expenses incurred by the Mortgagee before and after the date of this Mortgage with respect to any and all transactions contemplated by this Mortgage. The Mortgagor shall indemnify, subrogate (at the option of the Mortgagee) and hold harmless the Mortgagee and its respective affiliates, directors, officers, agents and employees, for, from and against all claims, damages, losses and liabilities (including, without limitation, reasonable attorneys' fees and expenses) arising out of or based upon any matter related to this Mortgage, except for such damages arising from the negligence or willful misconduct of the Mortgagee as determined by a court of competent jurisdiction in a final non-appealable judgment. This indemnification and subrogation shall be in addition to any other liability which Mortgagor may otherwise have to the Mortgagee as Trustee.

[Remainder of This Page Intentionally Blank.]

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal the day and year first above written.

Witnesses:

MILESTONES COMMUNITY SCHOOL, INC. D/B/A IMAGINE SCHOOLS AT WEST MELBOURNE, a Florida not for profit corporation

_____
Print Name:_____

By: _____
Melissa Koretsky, Chair

_____
Print Name:_____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ___ day of December 2021, by Melissa Koretsky, as Chair of Milestones Community School, Inc. d/b/a Imagine Schools at West Melbourne, a Florida not for profit corporation, on behalf of such corporation. She is personally known to me or produced _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires: _____

EXHIBIT A

DESCRIPTION OF LAND

[To come from Borrower]

Third Draft
December __, 2021

CONTINUING DISCLOSURE AGREEMENT

between

Milestones Community School, Inc.
d/b/a Imagine Schools at West Melbourne,
as Borrower,

and

Digital Assurance Certification, LLC
as Continuing Disclosure Agent

Dated as of December 1, 2021

Relating to:

Capital Trust Agency
Educational Facilities Revenue Bonds
(Imagine Schools at West Melbourne Project)
$_____ Series 2021A (Senior)
$_____ Series 2021B (Subordinate)
$_____ Taxable Series 2021C (Subordinate)

This instrument drafted by:
Ballard Spahr LLP (BWJ)
2000 IDS Center
80 S. Eighth Street
Minneapolis, Minnesota 55402

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "Agreement") is entered into between Milestones Community School, Inc. d/b/a Imagine Schools at West Melbourne (the "Borrower") and Digital Assurance Certification, LLC, as continuing disclosure agent (the "Continuing Disclosure Agent"), in connection with the issuance by the Capital Trust Agency (the "Issuer") of its (i) Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021A (Senior) (the "Series 2021A Bonds" or the "Senior Bonds"), in the original aggregate principal amount of $_____, (ii) Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021B (Subordinate) (the "Series 2021B Bonds" and together with the Series 2021A Bonds, the "Tax-Exempt Bonds"), in the original aggregate principal amount of $_____, and (iii) Taxable Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021C (Subordinate) (the "Series 2021C Bonds" and, together with the Series 2021B Bonds, the "Subordinate Bonds"), in the original aggregate principal amount of $_____. The Series 2021A Bonds, Series 2021B Bonds, and Series 2021C Bonds are collectively referred to as the "Series 2021 Bonds." The Series 2021 Bonds are being issued pursuant to an Indenture of Trust dated as of December 1, 2021 (the "Indenture"), between the Issuer and UMB Bank, National Association, as trustee (the "Trustee"). In consideration of the purchase of such Series 2021 Bonds by the owners thereof, the Borrower hereby covenants and agrees as follows:

Section 1. Purpose of this Agreement. This Agreement is entered into by the Borrower as of the date set forth on the cover page hereof, to assist Piper Sandler & Co., in complying with the requirements of the Rule (as defined herein) in connection with the sale of the Series 2021 Bonds and for the benefit of [Rosemawr Capital V LP], or its assignee or transferee as the holders and owners (the "Bondholder"), of the Series 2021 Bonds. The named bondholder representative for the Bondholder is Rosemawr Management LLC, or its assignee or transferee (the "Bondholder Representative"). The Borrower represents that it will be the only obligated person (as defined in the Rule) with respect to the Series 2021 Bonds at the time the Series 2021 Bonds are delivered to the Bondholder and that no other person is expected to become an obligated person at any time after the issuance of the Series 2021 Bonds.

Section 2. Definitions. The terms set forth below shall have the following meanings in this Agreement, unless the context clearly otherwise requires. Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Loan Agreement.

"*Annual Financial Information*" means (i) the enrollment, attendance, waiting list, and academic performance data indicated on Exhibit I hereto for the Borrower for the academic year then in progress, (ii) a copy of the Audited Financial Statements of the Borrower for the immediately preceding Fiscal Year, and (iii) [a copy of the certificates addressing compliance with all financial covenants required by the Loan Agreement in the forms attached as Exhibit B, Exhibit J and Exhibit K attached to the Loan Agreement.]

"*Annual Financial Information Disclosure*" means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4(a).

"*Audited Financial Statements*" means the audited consolidated financial statements of the Borrower, certified by independent public accountants and prepared in accordance with generally accepted accounting principles in the United States as in effect from time to time.

"Bondholder" means [Rosemawr Capital V LP], or its assignee or transferee.

"Bondholder Representative" means Rosemawr Management LLC, or its assignee or transferee.

"*Commission*" means the Securities and Exchange Commission.

"*Continuing Disclosure Agent*" means, initially, Digital Assurance Certification, LLC, its successors and assigns, and, thereafter, any agent designated as such in writing by the Borrower and which has filed with the Borrower a written acceptance of such designation, and such agent's successors and assigns.

"*EMMA*" means the Electronic Municipal Market Access facility for municipal securities disclosure of the MSRB.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended.

"Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"*Fiscal Year*" means each year ending June 30, commencing with the Fiscal Year ending June 30, 2022.

"Loan Agreement" means the Loan Agreement dated as of December 1, 2021, between the Issuer and the Borrower.

"Manager" means Imagine Schools, Inc., its successors and assigns.

"*Material Event*" means the occurrence of any of the events with respect to the Series 2021 Bonds or the Borrower set forth in Exhibit IV.

"*Material Events Disclosure*" means dissemination of a notice of a Material Event as set forth in Section 5 hereof.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Other Financial Information*" means the information as set forth in Section 4(c).

"*Other Financial Information Disclosure*" means the dissemination of disclosure concerning the information as set forth in Section 4(c).

"*Prescribed Form*" means, with regard to the filing of Annual Financial Information, Audited Financial Statements, Other Financial Information and notices of Material Events with the MSRB at *www.emma.msrb.org* (or such other address or addresses as the MSRB may from time to time specify), such electronic format, accompanied by such identifying information, as shall have been prescribed by the MSRB and which shall be in effect on the date of filing of such information.

"*Quarterly Information*" means the information as set forth in Section 4(b).

"*Quarterly Information Disclosure*" means the dissemination of disclosure concerning the information as set forth in Section 4(b).

"*Rule*" means Rule 15c2-12 adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

"*School*" means that charter school operated by the Borrower known as "Imagine Schools at West Melbourne."

"*State*" means the State of Florida.

"*State Compliance Office*" means the Florida Department of Education, the State Charter Schools Commission of Florida, or any other body subsequently authorized by the State of Florida to grant, revoke, or suspend charters.

"*Template*" means the spread sheet provided by the Continuing Disclosure Agent designed to assist the Borrower in providing the Annual Financial Statements and the Quarterly Financial Statements required under this Agreement.

"*Undertaking*" means the obligations of the Borrower pursuant to Sections 4 and 5.

Section 3. CUSIP Number/Final Limited Offering Memorandum. The CUSIP Number of the final maturity of the Series 2021 Bonds is _____ for the Series 2021A Bonds, _____ for the Series 2021B Bonds and _____ for the Series 2021C Bonds. The Final Limited Offering Memorandum relating to the Series 2021 Bonds is dated _____, 2021 (the "Final Limited Offering Memorandum").

Section 4. Annual Financial Information Disclosure; Quarterly Information Disclosure; Other Disclosure.

(a) Annual Financial Information and Audited Financial Statements. Subject to Section 9 of this Agreement, the Borrower hereby covenants that it will, or will cause the Continuing Disclosure Agent to, disseminate the Annual Financial Information and the Audited Financial Statements (in the form and by the dates set forth below and in Exhibit I hereto) by delivering such Annual Financial Information and the Audited Financial Statements to the MSRB by filing such Annual Financial Information and Audited Financial Statements with EMMA, within 15 days after the date required for filing the Borrower's audited financial statements with the State, but in no case later than November 30 after the end of each Fiscal Year, commencing with the Fiscal Year ending June 30, 2022. It shall be sufficient if the Borrower provides to the MSRB any or all of the Annual Financial Information Disclosure by specific reference to documents previously provided to the MSRB or the Commission and, if such document is a Final Limited Offering Memorandum within the meaning of the Rule, available from the MSRB. If Audited Financial Statements are not available by such date, then unaudited financial statements of the Borrower prepared in accordance with generally accepted accounting principles in the United States as in effect from time to time will be included in the Annual Report. Audited Financial Statements (if any) will be provided pursuant to Section 4(a).

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the Borrower will, or will cause the Continuing Disclosure Agent to, disseminate a statement to such effect as part of its Annual Financial Information for the year in which such event first occurs.

If any amendment is made to this Agreement, the Annual Financial Information for the year in which such amendment is made (or in any notice or supplement provided to the MSRB) shall contain a narrative description of the reasons for such amendment and its impact on the type of information being provided.

(b) Quarterly Information. Subject to Section 9 of this Agreement, the Borrower shall, or shall cause the Continuing Disclosure Agent to, disseminate the Quarterly Information (in the form and by the

dates set forth below and in Exhibit II hereto) by delivering such Financial Information to the MSRB by filing such Quarterly Information with EMMA within 45 days after the close of each such quarter, commencing with the quarter ending March 31, 2022.

Subject to Section 9 of this Agreement, the Borrower shall provide with the Quarterly Information, commencing with the quarter ending March 31, 2022, directly to the Bondholder Representative along with providing this information to the Continuing Disclosure Agent.

(c) Approved Budget. Subject to Section 9 of this Agreement, the Borrower shall, or shall cause the Continuing Disclosure Agent to, disseminate a copy of the approved budget for the upcoming Fiscal Year within 15 days after such budget is adopted.

(d) Monthly Information. The Borrower shall, in each month in which a meeting of the Board of Directors of the Borrower occurs, post on its website a copy of the meeting agenda and meeting packet for such Board of Directors' meeting, as well as the approved minutes of any previous meeting within 10 days of such meeting. Such reports do not have to be provided to the Continuing Disclosure Agent or posted on EMMA under this section.

(e) Bondholder Information. Subject to Section 9 of this Agreement, the Borrower shall, or shall cause the Continuing Disclosure Agent to, disseminate all information provided directly to the Bondholder pursuant to any Borrower Document (the "Bondholder Information") by delivering such Bondholder Information to the MSRB by filing such Bondholder Information with EMMA promptly after the Borrower provides such Bondholder Information to the Bondholder.

(f) Disclosure in Prescribed Form. The Borrower is required to deliver the Annual Financial Information and the Quarterly Information in Prescribed Form to the Continuing Disclosure Agent not less than five (5) days before such information is due to be filed with EMMA, and the Continuing Disclosure Agent shall be responsible for filing such information with EMMA by the dates specified.

If the Continuing Disclosure Agent shall not receive any such information required to be provided by Section 4(e) above by the required date, the Continuing Disclosure Agent shall not be required to send a notice to EMMA regarding such failure.

In addition, the Borrower shall provide to the Repository within ten (10) Business Days, notice of any written notice of intent to terminate or termination of the Borrower's contract with the Manager.

Section 5. Material Events Disclosure. Subject to Section 9 of this Agreement, the Borrower hereby covenants that it will, or will cause the Continuing Disclosure Agent to, disseminate in a timely manner, not in excess of 10 business days after the occurrence of the event, Material Events Disclosure to the MSRB in Prescribed Form. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Series 2021 Bonds or defeasance of any Series 2021 Bonds need not be given under this Agreement any earlier than the notice (if any) of such redemption or defeasance is given to the owners of the Series 2021 Bonds pursuant to the Indenture. From and after the Effective Date, the Borrower is required to deliver such Material Events Disclosure to the Continuing Disclosure Agent so that the Continuing Disclosure Agent can file the Material Events Disclosure with EMMA within the time limits specified herein.

Section 6. Duty to Update EMMA/MSRB. The Continuing Disclosure Agent shall determine, in the manner it deems appropriate, whether there has occurred a change in the MSRB's e-mail address or filing procedures and requirements under EMMA each time it is required to file information with the MSRB. The Continuing Disclosure Agent shall notify the Borrower in writing of any such changes.

Section 7. Consequences of Failure of the Borrower to Provide Information. The Borrower shall, or shall cause the Continuing Disclosure Agent to, give notice in a timely manner, to the MSRB in Prescribed Form of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the Borrower to comply with any provision of this Agreement, the Bondholder of any Series 2021 Bond may seek specific performance by court order to cause the Borrower to comply with their obligations under this Agreement. A default under this Agreement shall not be deemed an Event of Default under the Indenture or any other agreement, and the sole remedy under this Agreement in the event of any failure of the Borrower to comply with this Agreement shall be an action to compel performance.

If there exists a Continuing Disclosure Agent and such Continuing Disclosure Agent is unable to verify that any information required to be provided to the MSRB by Section 4 hereof by the date required therein (other than as a result of the failure by the Continuing Disclosure Agent to file such information with EMMA as instructed by the Borrower), the Continuing Disclosure Agent shall send a notice to the MSRB in substantially the form attached hereto as Exhibit VI, except as provided in Section 4 hereof.

Section 8. Amendments; Waiver. Notwithstanding any other provision of this Agreement, the Borrower, and the Continuing Disclosure Agent, if any, may amend this Agreement, and any provision of this Agreement may be waived, if:

(i) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Borrower or type of business conducted;

(ii) This Agreement, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(iii) The amendment or waiver does not materially impair the interests of the Bondholders of the Series 2021 Bonds, as determined either by parties unaffiliated with the Issuer, the Borrower (such as the Trustee) or by an approving vote of the Bondholders of the Series 2021 Bonds holding a majority of the aggregate principal amount of the Series 2021 Bonds (excluding Series 2021 Bonds held by or on behalf of the Borrower or any affiliate thereof pursuant to the terms of the Indenture at the time of the amendment); or

(iv) The amendment or waiver is otherwise permitted by the Rule.

Section 9. Termination of Undertaking. The Undertaking of the Borrower shall be terminated hereunder when the Borrower shall no longer have any legal liability for any obligation on or relating to the repayment of the Series 2021 Bonds. The Borrower shall, or shall cause the Continuing Disclosure Agent to, give notice to the MSRB in a timely manner and in Prescribed Form if this Section is applicable.

Section 10. Continuing Disclosure Agent.

(a) The Borrower has appointed Digital Assurance Certification, LLC as its Continuing Disclosure Agent, and may, from time to time, appoint or engage a different Continuing Disclosure Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Continuing Disclosure Agent, with or without appointing a successor Continuing Disclosure Agent. The Continuing Disclosure Agent shall not be responsible in any manner for the content of any notice or report prepared by

the Borrower pursuant to this Agreement. The Continuing Disclosure Agent shall have no duty or obligation to review or verify any Information, or any other information, disclosures or notices provided to it by the Obligated Person and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Obligated Person, the Holders of the Bonds or any other party. The Continuing Disclosure Agent shall have no responsibility for the Obligated Person's failure to report to the Continuing Disclosure Agent a Notice Event or a duty to determine the materiality thereof. The Continuing Disclosure Agent shall have no duty to determine or liability for failing to determine whether the Obligated Person has complied with this Agreement. The Continuing Disclosure Agent may conclusively rely upon Certifications of the Obligated Person at all times.

(b) The duties of the Continuing Disclosure Agent are to:

(i) contact the Borrower via automatic email reminders at least 30 days before each Quarterly Information Disclosure and Annual Financial Information Disclosure is due under the Continuing Disclosure Agreement:

(ii) send a draft Template for the Annual Financial Information or Quarterly Information, as applicable, which will be in the Prescribed Form to Borrower management, with those sections completed that can be obtained from publicly available data;

(iii) once the completed Template and accompanying attachments are received by the Continuing Disclosure Agent, the Continuing Disclosure Agent will file a Report based solely on such information on EMMA in a timely manner;

(iv) provide an automatic e-mail Alert notification to the Borrower, the Bondholder and the Trustee when any documents disclosures by Borrower are filed on EMMA;

(v) post notice on EMMA when the Borrower misses a Continuing Disclosure filing deadline in the form set forth in Exhibit VI;

(vii) post notice on EMMA when it receives notice of a Material Event with respect to the Borrower listed on Exhibit IV; and

(ix) assist Borrower to arrange monthly and quarterly investor calls as required under Section 16 hereof.

(c) The Continuing Disclosure Agent does not serve as an auditor, financial advisor, broker-dealer or underwriter, is not providing "advice" under Dodd-Frank Wall Street Reform and Consumer Protection Act and does not certify the completeness or accuracy of the Template or any information given by the Borrower to School Improvement Partnership for filing on EMMA.

(d) In the event of a failure of the Borrower to comply with any provision of this Agreement, the Bondholder of any Series 2021 Bond may seek specific performance by court order to cause the Borrower to comply with their obligations under this Agreement.

Section 11. Indemnification. The Borrower will indemnify and save the Continuing Disclosure Agent, its officers, directors, employees and agents, harmless for, from and against any loss, expense and liabilities which the Continuing Disclosure Agent may incur arising out of or in the exercise or performance of the powers and duties of the Continuing Disclosure Agent pursuant to this Agreement and the applicable, related agency agreement, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the negligence or willful misconduct of the Continuing Disclosure Agent. The obligations of the Borrower under this Section will survive resignation or removal of the Continuing Disclosure Agent and payment of the Series 2021 Bonds.

Section 12. Additional Information. Nothing in this Agreement shall be deemed to prevent the Borrower from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information Disclosure, Quarterly Information Disclosure or notice of occurrence of a Material Event, in addition to that which is required by this Agreement. If the Borrower chooses to include any information from any document or notice of occurrence of a Material Event in addition to that which is specifically required by this Agreement, the Borrower shall not have any obligation under this Agreement to update such information or include it in any future disclosure or notice of the occurrence of a Material Event.

Section 13. Beneficiaries. This Agreement shall inure solely to the benefit of the Borrower, the Continuing Disclosure Agent, if any, the Trustee and the Bondholders of the Series 2021 Bonds, and shall create no rights in any other person or entity.

Section 14. Recordkeeping. The Borrower shall maintain records of all Annual Financial Information Disclosure, Quarterly Information Disclosure and Material Events Disclosure, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

Section 15. No Responsibility of the Issuer. The Borrower and the Continuing Disclosure Agent acknowledge that the Issuer has undertaken no responsibility, and shall not be required to undertake any responsibility, with respect to any reports, notices or disclosures required by or provided pursuant to this Disclosure Agreement, and shall have no liability to any person, including any Holder of the Bonds, with respect to any such reports, notices or disclosures.

Section 16. Investor Calls. The Borrower shall arrange monthly and quarterly conference calls, commencing with the month of _____, 2022, with the Bondholder Representative, or their agent, until the Consultant Report recommendations of GSA Consulting have been fully implemented, and then arrange quarterly conference calls thereafter. The Continuing Disclosure Agent shall provide at least 30 days' notice of such calls to EMMA accessible at http://emma.msrb.org/.

Section 17. Assignment. The Borrower shall not transfer its obligations under the Indenture or the Loan Agreement unless the transferee agrees to assume all obligations of the Borrower under this Agreement or to execute a Continuing Disclosure Undertaking Agreement under the Rule.

Section 18. Governing Law. This Agreement shall be governed by the laws of the State.

Section 19. Notice Addresses. Information to be provided to the Bondholder Representative directly shall be sent as follows:

Rosemawr Management LLC
810 Seventh Avenue, 27th Floor
New York, New York 10019
Attention: Seth Klempner
Telephone (212) 286-9474
Email: [milestones]@rosemawr.com

or to such other address as may be directed by the Bondholder or the Bondholder Representative in writing.

Information to be provided to the Continuing Disclosure Agent shall be provided as follows:

Digital Assurance Certification, LLC

315 East Robinson Street, Suite 300
Orlando, FL 32801
Phone: (407) 515-1100
Attn: Mary Wyatt

Section 20. Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

(The remainder of this page is intentionally blank.)

IN WITNESS WHEREOF, we have set our hands as of the date set forth above.

MILESTONES COMMUNITY SCHOOL, INC. d/b/a Imagine Schools at West Melbourne, a Florida not for profit corporation, as Borrower

By: _____
Its: _____

(Signature Page to Series 2021 Continuing Disclosure Agreement)

DIGITAL ASSURANCE CERTIFICATION, LLC, as Continuing Disclosure Agent

By: _____

Its: Authorized Officer

(Signature Page to Series 2021 Continuing Disclosure Agreement)

EXHIBIT I
Annual Financial Information

1. Financial Performance
    a. Audited Financial Statements
    b. Approved Budget for the school year
    c. Exhibit K to the Loan Agreement evidencing compliance with the Coverage Ratio
    d. Exhibit J to the Loan Agreement evidencing Days Cash on Hand covenant compliance
    e. Balances in Debt Service Reserve Fund and Capital Reserve Fund as of June 30

2. Evidence of the School Performance Grade (including its growth and proficiency scores) assigned to the School by the State Compliance Office for the preceding academic year, as well as a link to the web page where such information can be found

3. State Compliance Office Relations
    a. Material written communications from the State Compliance Office regarding charter status

4. A Certificate of Good Standing from the State reflecting the legal status of the Borrower

5. Demographics
    a. A chart/table entitled "Demographics"

6. Enrollment, Retention and Waitlist By Grade
    a. A chart/table similar to those in APPENDIX A under the headings "Historical and Current Enrollment" and "Enrollment Projections" showing actual enrollment for the current academic year and the projected average enrollment for the next four (4) years
    b. A chart/table entitled "Student Retention"
    c. A chart/table entitled "Waitlist by Grade"

7. Teacher Employment and Retention
    a. A chart/table entitled "Teacher Retention Rate" as of the beginning of the school year.

8. School, Manager or Board Leadership Changes
    a. Any School leadership or management changes as of the beginning of the current school year
    b. Any Board member changes as of the beginning of the school year

9. Facilities – Insurance Certificates
    a. COI - Liability insurance
    b. COI - Workers comp
    c. COI – Personal property

10. Has a Material Event under Rule 15c2-12 occurred that has not been disclosed?
    a. See Exhibit IV

11. [Borrower's Certificate
    a. See Exhibit B to Loan Agreement]

EXHIBIT II

Quarterly Information

1. Financial Performance
    a. Balance sheet
    b. Income statement
    c. Budget (with assumptions detailed) vs. Actual, year-to-date on a Quarterly Basis
    d. Reasons for Material (greater than 10%) Budget Deviations on a Quarterly Basis
    e. Exhibit K to the Loan Agreement evidencing compliance with the Coverage Ratio
    f. Exhibit J to the Loan Agreement evidencing Days Cash on Hand covenant compliance

2. Facility
    a. Maintenance Reports on the Series 2021 Facilities

3. Governance
    a. Contact information for School and the Board of Directors

4. Has a Material Event under Rule 15c2-12 occurred that has not been disclosed?
    a. See Exhibit IV

EXHIBIT III

Monthly Information

1. Enrollment
    a. Enrollment as of the [1st] day of each month

2. Governance
    a. Board packet and meeting minutes for each month

3. Has a Material Event under Rule 15c2-12 occurred that has not been disclosed?
    a. See Exhibit IV

EXHIBIT IV

EVENTS WITH RESPECT TO THE SERIES 2021 BONDS FOR WHICH MATERIAL EVENTS DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies

2. Nonpayment-related defaults, if material

3. Unscheduled draws on debt service reserves reflecting financial difficulties

4. Unscheduled draws on credit enhancements reflecting financial difficulties

5. Substitution of credit or liquidity providers, or their failure to perform

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security

7. Modifications to rights of security holders, if material

8. Bond calls, if material, and tender offers

9. Defeasances

10. Release, substitution or sale of property securing repayment of the securities, if material

11. Rating changes

12. Bankruptcy, insolvency, receivership or similar event of the Borrower*

13. The consummation of a merger, consolidation or acquisition involving the Borrower or the sale of all or substantially all of the assets of the Borrower, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material

15. A (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of (i) or (ii), excluding municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule (each, a "Financial Obligation"), if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Borrower, any of which affect security holders, if material

* This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Borrower in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Borrower, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Borrower.

16. Occurrence of a default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Borrower, any of which reflect financial difficulties

EXHIBIT V

CERTIFICATE OF AUTHORIZED REPRESENTATIVE

See Exhibit B to Loan Agreement.

EXHIBIT VI

FORM OF
NOTICE TO THE MSRB OF FAILURE TO FILE [_____]

Name of Issuer:	Capital Trust Agency
Name of Bond Issue:	Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project) Series 2021A, Series 2021B and Taxable Series 2021C
Trustee:	UMB Bank, National Association
Continuing Disclosure Agent:	Digital Assurance Certification, LLC
Borrower:	Milestones Community School, Inc.
Date of Issuance:	December __, 2021

NOTICE IS HEREBY GIVEN that the Borrower has not provided [_____] with respect to the above-named Bonds as required by the Continuing Disclosure Agreement with respect to the Series 2021 Bonds. The Borrower has notified the Continuing Disclosure Agent that it anticipates [_____] will be filed by _____, 20__.

Dated: _____, 20__.

Digital Assurance Certification, LLC,
as Continuing Disclosure Agent

By: _____
Authorized Signatory

cc: Milestones Community School, Inc. d/b/a Imagine Schools at West Melbourne

DMFIRM #400280942 v5

Third Draft
December __, 2021

BOND PURCHASE AGREEMENT

AMONG

CAPITAL TRUST AGENCY,
as Issuer,

MILESTONES COMMUNITY SCHOOL INC.
D/B/A IMAGINE SCHOOLS AT WEST MELBOURNE,
as Borrower,

AND

PIPER SANDLER & CO.,
as Underwriter

AGREED AND ACCEPTED TO BY

ROSEMAWR MANAGEMENT LLC,
as Bondholder Representative

Dated December __, 2021

Relating to:

Capital Trust Agency
Educational Facilities Revenue Bonds
(Imagine Schools at West Melbourne Project)
$_____ Series 2021A (Senior)
$_____ Series 2021B (Subordinate)
$_____ Taxable Series 2021C (Subordinate)

This instrument drafted by:
Ballard Spahr LLP (BWJ)
2000 IDS Center
80 S. Eighth Street
Minneapolis, Minnesota 55402

Capital Trust Agency
Educational Facilities Revenue Bonds
(Imagine Schools at West Melbourne Project)
$_____ Series 2021A (Senior)
$_____ Series 2021B (Subordinate)
$_____ Taxable Series 2021C (Subordinate)

BOND PURCHASE AGREEMENT

December __, 2021

Milestones Community School Inc.
d/b/a Imagine Schools at West Melbourne
3355 Imagine Way
Melbourne, FL 32904

Capital Trust Agency
315 Fairpoint Drive
Gulf Breeze, FL 32561

Ladies and Gentlemen:

The undersigned, Piper Sandler & Co., Minneapolis, Minnesota (the "Underwriter"), hereby offers to enter into this Bond Purchase Agreement (this "Bond Purchase Agreement"), dated as of the date above, with the Capital Trust Agency (the "Issuer"), a legal entity duly created and a public agency duly organized and existing under the laws of the State of Florida, established for the purposes set forth under Chapter 163, Part I, Chapter 166, Part II, Chapter 617, Florida Statutes, as amended, the Gulf Breeze Ordinance, the Century Ordinance and the Interlocal Agreement (as each term is defined in the hereinafter defined Indenture) and with powers as a "local agency" under Chapter 159, Part II, Florida Statutes, and other applicable provisions of law (collectively, the "Act"), as approved and agreed to by Milestones Community School Inc. d/b/a Imagine Schools at West Melbourne (the "Borrower"), a Florida not for profit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), for the purchase by the Underwriter of the Series 2021 Bonds described below. This offer is made subject to acceptance by the Issuer and agreement by the Borrower at or prior to _____ P.M., Central time (___P.M., Eastern standard time), on December __, 2021, and upon such acceptance this Bond Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Issuer, the Borrower, and the Underwriter. If not so accepted, this Bond Purchase Agreement will be subject to withdrawal by the Underwriter upon notice delivered by the Underwriter to the Issuer and the Borrower at any time prior to the acceptance hereof by the Issuer and the Borrower.

The initial purchaser of the Series 2021 Bonds from the Underwriter on the Closing Date (as defined herein) will be investors for which Rosemawr Management LLC will be designated the initial bondholder representative (the "Bondholder Representative"). The Bondholder Representative has agreed to and accepted the terms of this Bond Purchase Agreement and shall be able to rely upon the representations and warranties of the various parties to this Bond Purchase Agreement.

Imagine Schools (the "Manager") has acted and will continue to act as the charter management organization for the Borrower's charter school operation.

The Issuer and the Borrower acknowledge and agree that (i) the purchase and sale of the Series 2021 Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the Issuer, the Borrower, and the Underwriter, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the Issuer or the Borrower, (iii) the Underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the Issuer or the Borrower with respect to the offering of the Series 2021 Bonds or the process leading thereto (whether or not the Underwriter has advised or is currently advising the Issuer or the Borrower on other matters), and (iv) the Issuer and the Borrower have consulted with their own legal and other professional advisors to the extent they deemed appropriate in connection with the offering of the Series 2021 Bonds. The Borrower has engaged Ford & Associate, Inc., as Financial Advisor (the "Financial Advisor") with respect to the issuance of the Series 2021 Bonds.

1. **Purchase and Sale.**

Subject to the satisfaction by the Issuer and the Borrower of the terms and conditions set forth in this Bond Purchase Agreement, subject also to the conditions precedent set forth in this Bond Purchase Agreement, and in reliance upon the representations herein set forth or incorporated by reference, the Issuer hereby agrees to sell to the Underwriter and the Underwriter hereby agrees to purchase from the Issuer, upon the terms and conditions set forth herein, the Issuer's (i) Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021A (Senior) (the "Series 2021A Bonds" or the "Senior Bonds"), in the original aggregate principal amount of $_____, (ii) Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021B (Subordinate) (the "Series 2021B Bonds" and together with the Series 2021A Bonds, the "Tax-Exempt Bonds"), in the original aggregate principal amount of $_____, and (iii) Taxable Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021C (Subordinate) (the "Series 2021C Bonds" and, together with the Series 2021B Bonds, the "Subordinate Bonds"), in the original aggregate principal amount of $_____, pursuant to the Bond Resolution (as defined herein) and an Indenture of Trust, dated as of December 1, 2021 (the "Indenture"), between the Issuer and UMB Bank, National Association, as trustee (the "Trustee"). The Series 2021A Bonds, the Series 2021B Bonds and the Series 2021C Bonds are referred to collectively herein, as the "Series 2021 Bonds." The Series 2021 Bonds are more fully described in Schedule I hereto and in the Indenture and the Limited Offering Memorandum each as hereinafter defined. The proceeds of the Series 2021 Bonds will be loaned by the Issuer to the Borrower pursuant to a Loan Agreement, dated as of December 1, 2021 (the "Loan Agreement"), by and between the Issuer and the Borrower. The expenses of selling the Series 2021 Bonds shall be paid as provided in Section 10 hereof.

The Series 2021 Bonds will be issued by the Issuer pursuant to the terms of (i) the Bond Resolution (as defined herein) of the governing body of the Issuer and (ii) the Indenture of Trust, dated as of December 1, 2021 (the "Indenture"), between the Issuer and UMB Bank, National Association, as trustee (the "Trustee"). The Series 2021 Bonds will be secured by a Senior Mortgage, Assignment of Rents and Leases, Fixture Filing and Security Agreement (Florida), dated as of December 1, 2021 (the "Senior Mortgage"), and a Subordinate Mortgage, Assignment of Rents and Leases, Fixture Filing and Security Agreement (Florida), dated as of December 1, 2021 (the "Subordinate Mortgage" and, together with the Senior Mortgage, the "Mortgages"), both from the Borrower to the Trustee, creating a lien on the charter school facility located at 3355 Imagine Way, West Melbourne, Florida (the "Series 2021 Facilities") in favor of the Trustee on behalf of and for the benefit of the Bondholders.

PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2021 BONDS IS A LIMITED AND SPECIAL REVENUE OBLIGATION OF THE ISSUER PAYABLE SOLELY OUT OF THE TRUST ESTATE. THE SERIES 2021 BONDS DO NOT

CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE CITY OF GULF BREEZE, FLORIDA (THE "CITY"), THE TOWN OF CENTURY (TOGETHER WITH THE CITY, THE "SPONSORING POLITICAL SUBDIVISIONS"), BREVARD COUNTY, FLORIDA (THE "LOCAL AGENCY"), THE STATE OF FLORIDA OR ANY OTHER MUNICIPALITY, PUBLIC AGENCY OR POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER, THE SPONSORING POLITICAL SUBDIVISIONS, THE LOCAL AGENCY, THE STATE OF FLORIDA OR ANY OTHER MUNICIPALITY, PUBLIC AGENCY OR POLITICAL SUBDIVISION THEREOF AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE SPONSORING POLITICAL SUBDIVISIONS, THE LOCAL AGENCY, THE STATE OF FLORIDA OR ANY OTHER MUNICIPALITY, PUBLIC AGENCY OR POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE BONDS. NO COVENANT OR AGREEMENT CONTAINED IN THE BONDS OR THE INDENTURE SHALL BE DEEMED TO BE A COVENANT OR AGREEMENT OF ANY MEMBER OF THE GOVERNING BODY OF THE ISSUER NOR SHALL ANY OFFICIAL EXECUTING THE BONDS BE LIABLE PERSONALLY ON THE BONDS OR BE SUBJECT TO ANY PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE OF THE BONDS. THE ISSUER HAS NO TAXING POWER.

The Underwriter has agreed to purchase the Series 2021A Bonds for a purchase price of $_____ which amount represents the principal amount of the Series 2021A Bonds ($_____), less original issue discount of $_____, less the Underwriter's discount of $_____. The Underwriter has agreed to purchase the Series 2021B Bonds for a purchase price of $_____ which amount represents the principal amount of the Series 2021B Bonds ($_____), less original issue disscount of $_____, less the Underwriter's discount of $_____. The Underwriter has agreed to purchase the Series 2021C Bonds for a purchase price of $_____, which amount represents the principal amount of the Series 2021C Bonds ($_____), less original issue discount of $_____, less the Underwriter's discount of $_____.

2. **Limited Offering Memorandum.**

(a) The Borrower hereby ratifies and consents to and the Issuer hereby acknowledges the use and distribution by the Underwriter of the Limited Offering Memorandum, to be dated on or about December __, 2021, relating to the Series 2021 Bonds (the "Limited Offering Memorandum"), in connection with the sale of the Series 2021 Bonds. The Borrower shall deliver or cause to be delivered to the Underwriter, promptly upon the completion thereof, copies of the Limited Offering Memorandum. In connection with the offering and sale of the Series 2021 Bonds, the Issuer acknowledges and the Borrower authorizes the use by the Underwriter of copies of the Limited Offering Memorandum with respect to the Series 2021 Bonds, together with copies of the Bond Resolution, the Indenture, the Loan Agreement, the Mortgages and the other documents described therein.

(b) The Borrower, on behalf of itself and any other "issuers" within the meaning of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"), agrees to deliver to the Underwriter, at such addresses as the Underwriter shall specify, as many copies of the Limited Offering Memorandum as the Underwriter shall reasonably request as necessary to comply with paragraph (b)(4) of the Rule and with Rule G-32 of the Municipal Securities Rulemaking Board (the "MSRB") and all other applicable rules of the MSRB. The Borrower agrees to deliver such Limited Offering Memorandum within seven (7) business days after the date of this Bond Purchase Agreement.

(c) The Underwriter agrees that it shall send or cause to be sent no later than the next business day, by first class mail or other equally prompt means, to any potential customer, on request, one or more copies of the Limited Offering Memorandum, as most recently supplemented or amended (if any).

(d) The Underwriter agrees from the time the Limited Offering Memorandum becomes available until the earlier of (i) ninety (90) days from the end of the underwriting period, or (ii) the time when the Limited Offering Memorandum is available to any person from a nationally recognized municipal securities information repository, but in no case less than twenty-five (25) days following the end of the underwriting period, the Underwriter shall send or cause to be sent no later than the next business day, by first class mail or other equally prompt means to any potential customer, on request, at least one copy of the Limited Offering Memorandum.

Unless otherwise notified in writing by the Underwriter on or before the Closing Date, the Issuer may assume that the "End of the Underwriting Period" for purposes of Rule 15c2-12 shall be the Closing Date.

3. **Issuer's Lack of Participation.** The Underwriter and the Borrower acknowledge that the Issuer has not participated in the preparation of the Limited Offering Memorandum and has made no independent investigation and has furnished no information contained in the Limited Offering Memorandum, except the information contained under the headings "THE ISSUER" and "DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS" and subheadings "INTRODUCTION – The Issuer" and "LITIGATION – No Proceedings Against the Issuer." The Issuer assumes no responsibility with respect to the sufficiency, accuracy, or completeness of any of the information contained in the Limited Offering Memorandum or any other document used in connection with the offer and sale of the Series 2021 Bonds.

4. **Representations.**

(a) The Issuer makes the following representations and warranties to the Borrower and the Underwriter and acknowledges and agrees that such representations may be relied upon by the Underwriter, Underwriter's Counsel, the Borrower, counsel for the same, the Bondholder Representative and its counsel, and Co-Bond Counsel:

(i) On the date hereof and on the Closing Date, to the best of the Issuer's knowledge the statements and information contained in the Limited Offering Memorandum with respect to the Issuer under the captions "SUMMARY STATEMENT – The Issuer," "DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS," "THE ISSUER" and "LITIGATION – No Proceedings Against the Issuer" (together, the "Issuer Portion" of the Limited Offering Memorandum) in the Limited Offering Memorandum are, and as of the date of Closing (as defined in Section 5 below), will be, true and correct in all material respects, and such statements and information do not omit any material fact with respect to the Issuer which is necessary to make the statements and information therein, in light of the circumstances under which they are made, not misleading in any material respect, provided, however, that except for such statements and information, the Issuer has not confirmed, and assumes no responsibility for, the accuracy, sufficiency or fairness of any statements in the Limited Offering Memorandum or any other written materials used in connection with the offer and sale of the Series 2021 Bonds or in any way relating to the Borrower or the Underwriter.

(ii) The Issuer is and will be on the Closing Date a legal entity duly created and a public agency duly organized and existing under the Act, with the full power and authority to issue the Series 2021 Bonds.

(iii) The Issuer is empowered and has been duly authorized to execute and deliver this Bond Purchase Agreement, the Series 2021 Bonds, the Indenture, the Loan Agreement and the Tax and Regulatory Agreement, dated the date of issuance (the "Tax Agreement"), among the Borrower, the Issuer and the Trustee (collectively, the "Issuer Documents"), and to carry out the transactions contemplated by the foregoing documents and the Limited Offering Memorandum.

(iv) The execution and delivery of the Issuer Documents has been duly authorized and such instruments will be, upon delivery, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, except that enforceability may be limited by laws relating to bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the rights of creditors, by the exercise of judicial discretion in accordance with general principles of equity, and by matters of public policy.

(v) When delivered to and paid for by the Underwriter at the Closing Date in accordance with the provisions of this Bond Purchase Agreement, the Series 2021 Bonds will have been duly authorized, executed, authenticated, issued and delivered and will constitute valid and binding limited obligations of the Issuer entitled to the benefits of the Indenture and payable from the sources therein specified.

(vi) The execution and delivery of the Issuer Documents and the Series 2021 Bonds and compliance with the provisions hereof and thereof, under the circumstances contemplated herein and therein, do not and will not in any material respect conflict with or constitute on the part of the Issuer a breach of or default (with due notice or the passage of time or both) under any charter, agreement or other instrument to which the Issuer is a party or is bound, or under any applicable law, administrative rule or regulation, or any applicable court order, adjudication or consent decree to which the Issuer is subject or by which it or any of its properties are otherwise subject or bound; provided, however, that the Issuer makes no representation or warranty with respect to compliance with applicable federal or state securities law or Blue Sky laws of any jurisdiction in connection with the issuance and sale of the Series 2021 Bonds.

(vii) To the best of its knowledge, there is no litigation, action, suit, proceeding or investigation of any nature before or by any court, public board or body pending, threatened, restraining, affecting or enjoining the issuance, sale, execution or delivery of the Series 2021 Bonds, the collection of revenues pledged under the Indenture or any proceedings of the Issuer relating thereto or in any way contesting or affecting the Issuer's authority for the issuance of the Series 2021 Bonds, the Issuer Documents or the Limited Offering Memorandum or the Issuer's powers with respect thereto.

(viii) The issuance of the Series 2021 Bonds has been authorized by Resolution No. 62-2021, duly adopted by the City Council of the City of Gulf Breeze, Florida, on November 1, 2021; Resolution No. 21-2021 duly adopted by the Town Council of the Town of Century, Florida, on November 1, 2021; Resolution No. 22-21 duly adopted by the Issuer on October 18, 2021 (the "Inducement Resolution") and Resolution No. 37-21, duly adopted by the Issuer on December 2, 2021 (together with the Inducement Resolution, the "Bond Resolution").

(ix) At the request and expense of the Borrower, the Issuer agrees to cooperate with the Underwriter and its counsel in an endeavor to qualify the Series 2021 Bonds for offering and

sale under the securities or "Blue Sky" laws of such jurisdictions of the United States of America as the Underwriter may request; provided, however, the Issuer will not authorize the sale of the Series 2021 Bonds in any jurisdiction which requires the Issuer to qualify to transact business or consent to the service of process in any such jurisdictions, other than the State.

(x) The Issuer Portion of the Limited Offering Memorandum is hereby deemed final by the Issuer as of the date of the Limited Offering Memorandum, within the meaning of paragraph (b)(1) of Rule 15c2-12, and the Issuer acknowledges the use by the Underwriter, prior to the date hereof, of the Limited Offering Memorandum in connection with the limited offering and sale of the Series 2021 Bonds.

(xi) The Issuer has not been in default at any time after December 31, 1975, as to principal or interest with respect to any obligation issued or guaranteed by the Issuer for the benefit of the Borrower.

Any certificates in connection with the issuance of the Series 2021 Bonds signed by or on behalf of the Issuer or any of its authorized officers, directors, agents or employees and delivered to the Underwriter, the Trustee, the Borrower, the Bondholder Representative, and any representation on the part of the Issuer contained in any Issuer Document shall be deemed a representation and warranty by the Issuer as to the truth of the statements therein contained and may be relied upon by the Underwriter, the Trustee, the Borrower, the Bondholder Representative, counsel for the same and Co-Bond Counsel.

The parties hereto acknowledge that no present or future officer, counsel, official, employee or agent of the Issuer shall be liable personally on the Series 2021 Bonds or be subject to any personal liability or accountability by reason of the issuance thereof. No covenant, representation, stipulation, obligation or agreement contained in the Issuer Documents shall be deemed to be a covenant, representation, stipulation, obligation or agreement of any present or future member, counsel, officer, official, agent or employee of the Issuer in his or her individual capacity.

(b) The Borrower makes the following representations and warranties to the Issuer and the Underwriter and acknowledges that such representations may be relied upon by the Underwriter, Underwriter's Counsel, the Bondholder Representative and its counsel and agrees as follows:

(i) The Borrower approves the distribution and use of the Limited Offering Memorandum, and the Borrower Documents (defined below) set forth and incorporated by reference in the Limited Offering Memorandum and the Borrower's participation in the transactions contemplated by (a) the Loan Agreement, (b) this Bond Purchase Agreement, (c) the Continuing Disclosure Agreement, dated as of December 1, 2021 (the "Disclosure Agreement"), by and between the Borrower and Digital Assurance Certification, LLC, as dissemination agent, (d) the Mortgages, (e) the Tax Agreement, (f) the Deposit Account Control Agreement dated the Closing Date, among the Borrower, Trustee and [Depository Bank Name] (the "DACA"), (g) the Series 2021 Promissory Note (collectively, the documents listed in (a)-(g) are referred to as the "Borrower Documents"), are true and correct, and all such statements and information set forth in the Limited Offering Memorandum with respect to the Borrower, the Series 2021 Facilities, and the Borrower Documents as of Closing will be true and correct in all material respects, and the Limited Offering Memorandum with respect to the Borrower and the Borrower Documents do not, and will not, contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statement therein, in light of the circumstances under which it is made, not misleading.

(ii) If, at any time prior to the earlier of (A) receipt of notice from the Underwriter that the Limited Offering Memorandum is no longer required to be delivered under the Rule, or (B) ninety (90) days after the Closing, any event occurs known to the Borrower (or which should have been known to the Borrower upon diligent inquiry) as a result of which the Limited Offering Memorandum with respect to the Borrower, the Series 2021 Facilities, and the Borrower Documents, as then amended or supplemented, might include an untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading, the Borrower shall promptly notify the Underwriter thereof in writing. Upon the request of the Underwriter, the Borrower shall prepare and deliver to the Underwriter, at the expense of the Borrower (including attorneys' fees), as many copies of an amendment or supplement to the Limited Offering Memorandum which will correct any untrue statement or omission therein as the Underwriter may reasonably request.

(iii) The Borrower is duly organized and existing as a not for profit corporation under the laws of the State and the Borrower has full legal right, power and authority to enter into the Borrower Documents, and to carry out and consummate all transactions contemplated by such documents.

(iv) The execution and delivery of this Bond Purchase Agreement does not, and the execution and delivery of the Borrower Documents and compliance with the provisions of each of them, under the circumstances contemplated thereby, does not and will not conflict with or constitute on the part of the Borrower a breach of or default under any other material agreement or instrument to which the Borrower is a party or to the Borrower's knowledge, any existing law, administrative regulation, court order or consent decree to which the Borrower is subject.

(v) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body in or of any state and the federal government having jurisdiction which would constitute a condition precedent to the performance by the Borrower of its obligations hereunder and under the other Borrower Documents have been obtained or, if not, will be obtained at the time of or prior to the Closing (provided no representation or warranty is expressed as to any action required under federal or state securities or Blue Sky laws in connection with the placement of the Series 2021 Bonds by the Underwriter).

(vi) This Bond Purchase Agreement does, and the other Borrower Documents, when each of them has been executed and delivered by the Borrower, will, assuming due authorization, execution and delivery by the other parties thereto, each, constitute a valid and binding obligation of the Borrower, enforceable in accordance with its respective terms, subject to any applicable bankruptcy, insolvency or other laws affecting creditors' rights or remedies heretofore or hereafter enacted.

(vii) To the knowledge of the Borrower, except as otherwise set forth in the Limited Offering Memorandum, no litigation is pending or threatened (A) seeking to restrain or enjoin the issuance or delivery of the Series 2021 Bonds or the application of proceeds of the Series 2021 Bonds as provided in the Indenture and the Loan Agreement or the collection of revenues pledged under the Indenture, (B) in any way contesting or affecting any authority for the issuance of the Series 2021 Bonds or the validity of the Series 2021 Bonds, or any other Borrower Documents, or (C) in any way affecting, in a material adverse manner, the property of the Borrower or contesting the existence or powers of the Borrower.

(viii) The Limited Offering Memorandum was, as of its date, "final" within the meaning of (b)(1) of the Rule. During the last five years, the Borrower has not been a party to an "undertaking" subject to the terms of the Rule.

(ix) The Borrower has not been in default as to principal or interest with respect to any obligation issued by or guaranteed by the Borrower or with respect to which the Borrower is an obligor.

(x) The Borrower is an organization described in Section 501(c)(3) of the Code, or corresponding provisions of prior law, and is exempt from federal income taxes under Section 501(a) of the Code, except for unrelated business income (if any), which will be subject to taxation under Section 511 of the Code.

(c) The Underwriter represents to and agrees with the Issuer as follows:

(i) The Underwriter has all necessary power and authority to execute and deliver this Bond Purchase Agreement and to consummate all of the actions contemplated hereby.

(ii) In the course of selling the Series 2021 Bonds, the Underwriter shall comply with the Securities Act of 1933, as amended (the "1933 Act"), the Securities Exchange Act of 1934 (the "1933 Act"), the rules and regulations promulgated thereunder, the rules of the Financial Industry Regulatory Authority, Inc. ("FINRA") and the rules of the MSRB. [THIS LANGUAGE IS UNDER REVIEW INTERNALLY BY PIPER] This compliance by the Underwriter includes, with the advice counsel, conducting a due diligence review of the Borrower and its operations that the Underwriter reasonably believes is industry standard prior to entering into this Bond Purchase Agreement. Provided, however, that the representation of the Underwriter in the immediately preceding sentence shall not provide a defense for the Borrower to any action brought by the Underwriter or the Bondholder Representative as a result of any omission, misconduct or negligence of the Borrower or the Manager in the course of the Underwriter's due diligence process.

5. **Acknowledgments, Agreements and Covenants of the Bondholder Representative.** The Bondholder Representative acknowledges that an affiliate of it is the seller of the Series 2021 Facilities being purchased by the Borrower with proceeds of the Series 2021 Bonds. The Bondholder Representative also acknowledges that (i) in the Bondholder Representative's purchase of the Series 2021 Bonds, Bondholder Representative has conducted its own investigation into the Borrower and its operations and facilities, including the operations of the Manager, and that it will sign and deliver an investor letter in substantially the form attached to the Limited Offering Memorandum and (ii) the Underwriter is not guaranteeing the accuracy or completeness of the Limited Offering Memorandum. The Borrower or the Manager may have provided additional information and materials, as requested, to the Bondholder Representative.

6. **Closing.** At or before 12:00 P.M. Central time, on December __, 2021 or such later date as we mutually agree upon (the "Closing" or the "Closing Date"), the Issuer will deliver or cause to be delivered to the Underwriter, at the offices of Ice Miller LLP, Columbus, Ohio ("Ice Miller" and, together with Watson Sloane, PLLC, Orlando, Florida, "Co-Bond Counsel"), or at such other place as we may mutually agree upon, through the facilities of The Depository Trust Company ("DTC"), the Series 2021 Bonds in definitive fully registered form, duly executed and authenticated. In addition, the other documents hereinafter mentioned will be delivered to the offices of Ice Miller, and the Underwriter will accept such delivery and cause the purchase price thereof to be paid in federal funds payable to the order

of the Issuer or the order of such person as the Issuer shall direct and such funds shall be available to the Issuer on the date of Closing.

The Series 2021 Bonds will be delivered as fully registered bonds in Authorized Denominations (as defined in the Indenture) and registered in the name of Cede & Co., as nominee of DTC, and in such amounts as the Underwriter may have requested not less than five (5) business days prior to the Closing. The Issuer will deposit with the Trustee, as agent to DTC (or such other acceptable depository institution), any or all of the Series 2021 Bonds, registered in such name or names as the Underwriter may request.

It is anticipated that CUSIP identification numbers will be printed on the Series 2021 Bonds, but neither the failure to print such numbers on any Bond nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for any Series 2021 Bonds. The Underwriter and the Issuer will cooperate with the Borrower to obtain the CUSIP numbers. Simultaneously with the delivery of the Series 2021 Bonds, the Issuer shall cause to be delivered to the Underwriter opinions of Bond Counsel dated the date of Closing as provided in Section 6(d)(i) below.

7. **Conditions Precedent.** The Underwriter has entered into this Bond Purchase Agreement in reliance upon: (i) the representations, warranties and agreements of the Issuer contained in this Bond Purchase Agreement and in the Indenture, the Loan Agreement, and the Bond Resolution; (ii) the representations, warranties and agreements of the Borrower contained in this Bond Purchase Agreement and in the other Borrower Documents; (iii) the certificates of the Issuer, the Borrower, and the Trustee to be delivered pursuant hereto; (iv) the opinions of Bond Counsel, counsel to the Issuer, counsel to the Borrower required to be delivered hereby; and (v) the performance by the Issuer and the Borrower of their obligations under this Bond Purchase Agreement, if any, and under the above-mentioned documents, both as of the date hereof and as of the date of the Closing. The Underwriter's obligation under this Bond Purchase Agreement is and shall be subject to the following further conditions:

(a) The representations of the Issuer and the representations and warranties of the Borrower contained herein shall be true, complete and correct on the date of acceptance hereof and on and as of the date of the Closing with the same effect as if made on the date of the Closing.

(b) At the time of the Closing, the Limited Offering Memorandum, the Resolutions, the Bond Resolution, the Act, the Indenture, the Loan Agreement, the Mortgages, the Tax Agreement, and the Disclosure Agreement, shall be in full force and effect, shall each be in form and substance acceptable to the Underwriter in all respects, and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; and there shall have been duly adopted and there shall be in full force and effect such ordinances and resolutions, and there shall have been entered into such agreements, as, in the opinion of Bond Counsel and in the opinion of Ballard Spahr LLP, counsel to the Underwriter (the "Underwriter's Counsel"), shall be necessary in connection with the transactions contemplated hereby or the documentation of security for the Series 2021 Bonds.

(c) The Underwriter may terminate this Bond Purchase Agreement by notification in writing to the Issuer and the Borrower if at any time subsequent to the date hereof and at or prior to the Closing: (A) legislation shall be enacted by, or favorably reported out of committee to, either House of the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, or a regulation or ruling shall be issued or proposed by or on behalf of the Treasury Department, the Internal Revenue Service of the United States, or any other agency of the Federal government having jurisdiction, or a release or official statement

shall be issued by the Treasury Department, the Internal Revenue Service of the United States, or any other agency of the Federal government having jurisdiction, with respect to Federal taxation upon interest received on obligations of the character of the Series 2021A Bonds, which, in the reasonable judgment of the Underwriter, adversely affects the market for the Series 2021A Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2021A Bonds; or (B) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission is issued or made to the effect that the issuance, offering, sale or distribution of obligations of the character of the Series 2021 Bonds is in violation of any provisions of the Securities Act of 1933, as amended (the "1933 Act"), or of the Trust Indenture Act of 1939, as amended (the "1939 Act"); or (C) the Congress of the United States of America shall enact a law, or a bill is favorably reported out of committee of either House, or a decision by a court of the United States of America is rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or any other agency of the Federal government having jurisdiction of the subject matter is made, to the effect that securities of the Issuer or of any similar public body are not exempt from the registration, qualification or other requirements of the 1933 Act or the 1939 Act; or (D) the United States of America becomes engaged in hostilities (other than those currently ongoing in Iraq and Afghanistan) that result in a declaration of war or a national emergency; or (E) there occurs a general suspension of trading on the New York Stock Exchange; or (F) a general banking moratorium is declared by the United States of America, State of New York or State authorities; or (G) an event occurs which in the judgment of the Underwriter (i) makes untrue or incorrect in any material respect, as of the time of such event, any statement or information contained in the Limited Offering Memorandum or which is not reflected in the Limited Offering Memorandum but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect and/or (ii) adversely affects the market for the Series 2021 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2021 Bonds; or (H) economic, market or other conditions occur or exist which, in the judgment of the Underwriter, render the Series 2021 Bonds incapable of being sold on terms acceptable to the Underwriter; or (I) any suit, proceeding, litigation or other action are commenced, or, if commenced prior to the date hereof, are continuing or have been adjudicated, which, in any event, in the reasonable judgment of the Underwriter, may affect the marketing, sale or delivery of the Series 2021 Bonds; or (J) the Underwriter, the Borrower, and the Issuer have not reached agreement as to the terms of any of the agreements referred to in this Bond Purchase Agreement; or (K) additional events or announcements related to the COVID-19 virus and its impact resulting in the cancellation of orders from investors or inability of investors to proceed with the purchase of their Series 2021 Bonds in an amount that the Underwriter deems to have an adverse material impact on the sale of and market for the Series 2021 Bonds; and (L) any material (in the sole opinion of the Underwriter) change to the Charter School Act or funding for Florida charter schools has been enacted or proposed by the legislative or executive branches of Florida state government.

(d) At or prior to the Closing, the Underwriter shall have received the following documents (in each case with such changes as the Underwriter shall approve):

(i) The Issuer Documents, the Borrower Documents, each duly executed and delivered by the respective parties;

(ii) Certified copies of the Bond Resolution and Resolutions;

(iii) The unqualified approving opinion of Co-Bond Counsel, dated the date of the Closing, addressed to the Issuer and in form acceptable in all respects to the Underwriter, in substantially the form attached to the Limited Offering Memorandum as

Appendix G, and a supplementary opinion of Co-Bond Counsel addressed to the Issuer and Underwriter, dated the date of the Closing, in substantially the form attached hereto as EXHIBIT B;

(iv) The opinion of Goren, Cherof, Doody & Ezrol, P.A., Fort Lauderdale, Florida, Counsel to the Borrower, dated the date of Closing and addressed to the Issuer, Bond Counsel, the Bondholder Representative, and the Underwriter, in substantially the form attached hereto as EXHIBIT D with such changes as may be agreed to by Bond Counsel, the Underwriter and Underwriter's Counsel;

(v) The opinion of Ballard Spahr LLP, as counsel to the Underwriter, in customary form and in form and substance satisfactory to the Underwriter;

(vi) The opinion of Michael J. Stebbins, P.L., as counsel to the Issuer, dated the date of Closing and addressed to Issuer, Bond Counsel, the Trustee, the Bondholder Representative, and the Underwriter, in substantially the form attached hereto as EXHIBIT C;

(vii) A certificate of the Issuer with respect to incumbency, corporate approval and disclosure matters, and such other matters as are requested by Bond Counsel, the Underwriter or its counsel, and confirming the representations and warranties set forth in Section 4(a);

(viii) A certificate of the Borrower, signed by an authorized officer or authorized officers of the Borrower, dated the date of the Closing, to the effect that: (A) the representations, warranties and agreements of the Borrower contained in the Borrower Documents are true and correct in all material respects as of the date of the Closing; (B) to the knowledge of the Borrower, no litigation is pending or threatened, (1) seeking to restrain or enjoin the issuance or delivery of any of the Series 2021 Bonds or the collection of revenues or other security pledged under the Indenture, the Loan Agreement or the Mortgages, (2) in any way contesting or affecting any authority for the issuance of the Series 2021 Bonds or the validity of the Series 2021 Bonds or any of the Borrower Documents, or (3) in any way contesting the existence or powers of the Borrower; (C) no event affecting the Borrower has occurred since the date of the Limited Offering Memorandum which should be disclosed in the Limited Offering Memorandum, for the purpose for which it is to be used or which should be disclosed therein in order to make the statements and information therein not misleading in any material respect; (D) the information in the Limited Offering Memorandum with respect to the Borrower and the Borrower Documents is true, accurate and complete in all material respects; (E) all resolutions and other actions required to be approved or taken by or on behalf of the Borrower authorizing and approving the transactions described or contemplated in this Bond Purchase Agreement or in the Limited Offering Memorandum, the execution of or approving of the respective forms of, as the case may be, the Borrower Documents and the Series 2021 Bonds have been duly approved by the Board of Directors of the Borrower, are in full force and effect and have not been modified, amended or repealed; (F) the Borrower has all necessary licenses, approvals, accreditations and permits presently required under federal, state and local laws to own its facilities; (G) the Borrower is a not for profit corporation organized and validly existing under the laws of the State with full power and authority to own its properties and conduct its business; and (H) there are no adverse IRS determinations and no proceedings are pending or, to the knowledge of such officer, threatened in any way contesting or affecting the Borrower's

status as an organization described in Section 501(c)(3) of the Code, or which would subject any income of the Borrower to federal income taxation;

(ix) Certified copies of the Borrower's resolutions or comparable actions of its Board of Directors (or a person's actions at the authorization of the Board of Directors) authorizing the execution and delivery of the Borrower Documents and approving the Series 2021 Bonds and the Limited Offering Memorandum;

(x) A Certificate of the Manager, signed by an authorized officer or authorized officers of the Manager, dated the date of the Closing, in a form acceptable to Bond Counsel, the Underwriter and the Bondholder Representative and substantially in the form attached hereto as EXHIBIT F;

(xi) A title insurance policy, or commitment therefor, in a form satisfactory to the Underwriter and the Bondholder Representative, and their counsel;

(xii) The Articles of Incorporation of the Borrower certified by the Florida Secretary of State, a Good Standing Certificate of the Borrower issued by the Florida Secretary of State (within 30 days of the Closing), and the bylaws of the Borrower;

(xiii) A copy of the Charter of the Borrower;

(xiv) Evidence that the Borrower is an organization described in Section 501(c)(3) of the Code;

(xv) Receipt of Certificates of Insurance acceptable to the Underwriter demonstrating that the Borrower has obtained the insurance policies required by the terms of the Loan Agreement;

(xvi) An executed copy of the Investor Letter in the form attached as APPENDIX J to the Limited Offering Memorandum; and

(xvii) Such additional legal opinions, certificates, proceedings, agreements, instruments, consents and other documents as the Underwriter, Underwriter's Counsel, the Bondholder Representative, or Bond Counsel may reasonably request to evidence compliance with any legal requirements, to provide such additional assurances as the Underwriter may request, the truth and accuracy, as of the time of Closing, of any representations given and the due performance or satisfaction at or prior to such time of all agreements then to be performed and all conditions then to be satisfied as conditions precedent to the issuance of the Series 2021 Bonds.

If the Issuer or the Borrower shall be unable for any reason to satisfy the conditions of the Underwriter's obligations contained in this Bond Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter, the Issuer, nor the Borrower shall have any further obligations or liability hereunder, except that the respective obligations of the Issuer, the Borrower, and the Underwriter set forth in Section 10 hereof shall continue in full force and effect.

8. **Issuer's Covenants.** The Issuer shall:

(a) so long as any Series 2021 Bonds are outstanding, refrain from knowingly taking any action or knowingly omitting to take any action, or knowingly permitting any action or omission to be taken with regard to which the Issuer may exercise control, which could result in the loss of the tax-exempt status of interest on the Series 2021A Bonds;

(b) for a period of 25 days commencing on the Closing Date, advise the Underwriter promptly in connection with the offer and sale of the Series 2021 Bonds of the occurrence of any event of which it has knowledge, or the institution of any proceedings to which it is a party or of which it has knowledge by any governmental agency or otherwise, materially affecting the Series 2021 Bonds; and

(c) observe all covenants of the Issuer in the Issuer Documents and will not issue or sell any bonds or obligations other than the Series 2021 Bonds or Additional Bonds referred to in the Indenture, the principal of, premium, if any, and interest on which are payable in whole or in part from the payments derived under the Loan Agreement or are to be secured by a first lien on, or pledge of, the payments under the Loan Agreement.

9. **Conditions of Issuer's Obligation.** The obligation of the Issuer to sell the Series 2021 Bonds to or at the direction of the Underwriter is subject to the following conditions:

(a) The representations and warranties of the Borrower and the Underwriter shall be true and correct as of the date hereof and the Closing Date.

(b) At the Closing Date, the Borrower shall have performed all of its obligations hereunder to be performed prior thereto.

(c) The Borrower shall have furnished or caused to be furnished to the Issuer on the Closing Date certificates satisfactory to the Issuer, counsel to the Underwriter and Bond Counsel as to the accuracy of all representations and warranties contained herein as of the date hereof and as of the Closing Date and as to the performance by the Borrower of all of its obligations hereunder to be performed at or prior to the Closing Date.

(d) The Issuer Documents and all agreements and instruments contemplated thereby, shall be in form and substance satisfactory to the Issuer and shall have been duly authorized, executed and delivered by the respective parties thereto and shall be in full force and effect on the Closing Date.

(e) All proceedings and related matters in connection with the authorization, issuance, sale and delivery of the Series 2021 Bonds shall have been satisfactory to the Issuer and Bond Counsel and the Issuer and Bond Counsel shall have been furnished with such papers and information as they may have reasonably requested to enable them to pass upon the matters referred to herein.

(f) The Underwriter shall have executed and delivered to the Issuer on the date hereof the letter attached hereto as EXHIBIT E required by Section 218.385, Florida Statutes, as amended.

If any condition to the Issuer's obligation hereunder that is to be satisfied prior to the Closing Date is not so satisfied, this Bond Purchase Agreement shall be terminated unless the Issuer agrees to an extension of the time in which such condition is to be satisfied. The Issuer may waive in writing compliance by the Borrower or the Underwriter of any one or more of the foregoing conditions or extend the time for their performance.

10. **Amendments to Limited Offering Memorandum.** After the date of the Limited Offering Memorandum and so long as the Underwriter is offering the Series 2021 Bonds which constitute the whole or a part of their unsold participations, the Issuer or the Borrower will (a) not adopt any amendment of or supplement to the Limited Offering Memorandum without the prior written consent of the Underwriter, and (b) during such period or for forty-five (45) days from the date of the Closing, whichever is earlier, if any event relating to or affecting the Limited Offering Memorandum shall occur as a result of which, in the reasonable judgment of the Underwriter, it is necessary to amend or supplement the Limited Offering Memorandum in order to make the Limited Offering Memorandum not misleading in light of the circumstances existing at the time it is delivered to a purchaser, forthwith prepare and furnish to the Underwriter, at the expense of the Borrower, a reasonable number of copies of an amendment of or supplement to the Limited Offering Memorandum (in form and substance satisfactory to Underwriter's Counsel) which will amend or supplement the Limited Offering Memorandum so that it will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at the time the Limited Offering Memorandum is delivered to a purchaser, not misleading. For the purposes of, and during the period of time provided by this Section, the Issuer and the Borrower will furnish, or cause to be furnished, such information with respect to itself as the Underwriter may from time to time reasonably request.

11. **Payment of Expenses.**

(a) Upon and subject to the issuance, sale and delivery of the Series 2021 Bonds by the Issuer, the Borrower agrees to pay either directly or, to the extent permitted under federal tax law as determined by Bond Counsel, from the proceeds of the Series 2021 Bonds, all expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Series 2021 Bonds, the terms of which have all been previously agreed to and specified in separate agreements, including, without limitation, (i) the Underwriter's discount of $_____ for the Series 2021A Bonds, $_____ for the Series 2021B Bonds, and $_____ for the Series 2021C Bonds, (ii) miscellaneous out-of-pocket fees and expenses of the Underwriter incurred with respect to the Series 2021 Bonds, (iii) the fees and disbursements of Bond Counsel, (iv) the fees and disbursements of counsel to the Borrower, (v) the fees and disbursements of the Issuer and the Trustee, (vi) the fees and disbursements of Underwriter's Counsel, (vii) the fees and expenses, if any, of Underwriter's Counsel in connection with qualification of the Series 2021 Bonds for sale under any Blue Sky or other securities laws and regulations of various jurisdictions and preparation of any Blue Sky survey, (viii) the expenses and costs for the printing and distribution of the Series 2021 Bonds, the Limited Offering Memorandum, (ix) the expenses and costs for photocopying the Limited Offering Memorandum, the Bond Resolution, the Indenture, the Borrower Documents and all other agreements and documents contemplated hereby, and (x) the various other expenses and costs of Closing.

(b) If the Series 2021 Bonds are not issued and delivered by the Issuer to the Underwriter, as a result of the failure by the Borrower to perform any of its obligations under this Bond Purchase Agreement (other than a failure of the Underwriter to comply with its obligation set forth in Section 1 hereof, if such obligation is not otherwise excused or terminated as provided herein), the Borrower agrees that it shall pay all expenses set forth in this Section 10. In no event will the Issuer be obligated to pay any fees, costs or expenses relating to the issuance, sale and delivery of the Series 2021 Bonds.

12. **Rule 15c2-12 and Related Matters.** The Underwriter and the Borrower agree to reasonably cooperate with each other in order to carry out and comply with certain requirements of the Rule.

13. **Indemnification.** The Borrower agrees to indemnify and hold harmless the Issuer and the Underwriter and each person, if any, who controls (as such term is defined in Section 15 of the 1933 Act) the Issuer, the Issuer Indemnified Persons, or the Underwriter (the "Indemnified Parties") against any and all losses, claims, damages and liability (a) arising out of any allegations that any statement or information contained in the Limited Offering Memorandum other than the information provided by the Issuer or the Underwriter that is untrue in any material respect or the omission therefrom of any statement which should be contained therein as of the date of the delivery of the Series 2021 Bonds to make the statements and information therein not misleading in any material respect, and (b) to the extent of the aggregate amount paid in settlement of any litigation commenced or threatened arising from a claim based upon any such untrue statement or omission if such settlement is effected with the written consent of the Borrower. In case any claim shall be made or action brought against the Underwriter or the Issuer or any controlling person (as aforesaid) based upon the Limited Offering Memorandum, in respect of which indemnity may be sought against the Borrower, the person or persons seeking indemnity shall promptly notify the Borrower in writing setting forth the particulars of such claim or action and the Borrower shall jointly assume the defense thereof including the retention of counsel and the payment of all expenses. The person or persons seeking indemnity or any such controlling person shall have the right to retain separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such person seeking such indemnity unless (i) the retention of such counsel has been specifically authorized by the Borrower or (ii) in the reasonable judgment of the person seeking such indemnity, such separate counsel is advisable by reason of any actual or potential conflict of interest or by reason of separate defenses.

To the same extent as the foregoing indemnity from the Borrower to the Issuer and the Underwriter, the Underwriter agrees to indemnify and hold harmless the Issuer and the Borrower, as applicable, and each person, if any, who controls (as such term is defined in Section 15 of the 1933 Act) the Issuer or the Borrower, as applicable, but only with reference to (a) the price and yield of the Series 2021 Bonds stated on the inside front cover of the Limited Offering Memorandum, (b) the optional redemption dates and prices for the Series 2021 Bonds, (c) the last paragraph of the cover of the Limited Offering Memorandum, (d) the information under the heading "UNDERWRITING" in the Limited Offering Memorandum, which information has been furnished by the Underwriter specifically for use in preparation thereof (collectively, the "Underwriter's Portion"), and (e) allegations or determinations that the Underwriter itself has violated the agreement set forth in Section 4(c) hereof or the 1933 Act, the Securities Exchange Act of 1934, as amended, or any applicable state Blue Sky law in the offer or sale of the Series 2021 Bonds. In case any such claim shall be presented in writing or any action shall be brought against the Issuer or the Borrower, as applicable, with respect thereto, indemnity may be sought from the Underwriter on account of its agreement contained in this Section, the Underwriter shall have the rights and duties given to the Borrower in the above paragraph and the Issuer and the Borrower, as applicable, shall have the rights and duties given by the above paragraph to the persons therein referred to as controlling persons. In no case shall the Underwriter be responsible for any amount in excess of the underwriting fee applicable to the Series 2021 Bonds purchased by it pursuant to this Bond Purchase Agreement.

No recourse shall be had against the Underwriter for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Issuer or the Borrower arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with the Series 2021A Bonds or otherwise relating to the tax treatment of interest on the Series 2021A Bonds.

The indemnities contained herein shall survive the Closing under the Bond Purchase Agreement and any investigation made by or on behalf of the Underwriter or any person who controls any of such

parties of any matters described in or related to the transactions contemplated hereby and by the Limited Offering Memorandum, the Bond Resolution, the Indenture and the Borrower Documents.

The Borrower shall not be liable to indemnify any person in any settlement of any action effected without its consent. The Borrower shall not be liable for any judgment if, as a result of the failure of the indemnified person to give notice of the commencement of a suit in respect of which indemnity shall be sought, the Borrower hereto is not provided sufficient notice to defend such suit.

The Indemnified Parties (other than the Issuer and the initial purchaser) shall be considered to be intended third party beneficiaries of this Bond Purchase Agreement for purposes of indemnification and exculpation from liability. The provisions of this Section 12 shall be in addition to all liability that the Borrower may otherwise have and shall survive any termination of this Bond Purchase Agreement, the offering and sale of the Series 2021 Bonds, and the payment or provision for payment of the Series 2021 Bonds.

Notwithstanding the foregoing, nothing in this Section 12 or elsewhere in this Bond Purchase Agreement shall be deemed or construed as a modification of or limitation on the rights of the Issuer and the Issuer Indemnified Persons to indemnification from the Borrower under the indemnification provisions of the Loan Agreement or any other Bond Documents which shall be fully applicable hereto and coextensive with the indemnification provisions hereof and to the extent of a conflict between the provisions thereof and hereof, the provisions thereof shall control. IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN THE BORROWER AND THE ISSUER (ON ITS OWN BEHALF AND ON BEHALF OF THE ISSUER INDEMNIFIED PERSONS) THAT THIS BOND PURCHASE AGREEMENT IS A DOCUMENT REFERRED TO IN SECTION [3.05] OF THE LOAN AGREEMENT AND THAT THE RELEASE AND INDEMNIFICATION OF THE ISSUER AND THE ISSUER INDEMNIFIED PERSONS PROVIDED FOR IN SECTION [3.05] OF THE LOAN AGREEMENT SHALL APPLY TO THIS BOND PURCHASE AGREEMENT AS IF FULLY SET FORTH HEREIN; THE BORROWER FURTHER ACKNOWLEDGE THAT PURSUANT TO SECTION [3.05] OF THE LOAN AGREEMENT, THE BORROWER SHALL RELEASE AND INDEMNIFY THE ISSUER AND THE ISSUER INDEMNIFIED PERSONS AGAINST ITS OR THEIR OWN NEGLIGENCE OF ANY KIND, DEGREE OR DESCRIPTION.

Notwithstanding anything herein to the contrary, with respect to the Issuer and the Issuer Indemnified Parties (as defined in the Loan Agreement), the provisions of this Section 13 are supplemental to any other indemnification given by the Borrower to the Issuer and the Issuer Indemnified Parties and to the extent of a conflict between the provisions thereof and hereof, the provisions thereof shall control.

14. **Covenants and Indemnifications for the Benefit of the Issuer**.

(a) The Issuer hereby states, and the Underwriter and the Borrower hereby acknowledge and agree, that except for the Issuer Portion, the Issuer has not been requested to participate in the preparation of or to review the Limited Offering Memorandum and the Issuer has not done so and will not do so and that the Issuer has made no independent investigation of the facts and statements provided therein, and the Issuer assumes (and the Underwriter and the Borrower covenant and agree that the Issuer shall have) no liability with respect thereto, including without limitation matters relating to the accuracy, fairness, completeness, or sufficiency of the Limited Offering Memorandum.

(b) The Borrower and the Underwriter hereby consent and agree that the Issuer's execution and delivery of this Bond Purchase Agreement, and any action taken by the Issuer hereunder and any

failure or alleged failure on the part of the Issuer to abide by such terms hereof as may be applicable to the Issuer, shall not give rise to any pecuniary liability of the Issuer.

(c) The issuance of the Series 2021 Bonds by the Issuer shall be subject to the condition that the Issuer, in its sole and absolute discretion, shall have executed and delivered the Indenture and the Loan Agreement and nothing in this Bond Purchase Agreement shall impose or imply an obligation on the Issuer to do so.

(d) The Underwriter and the Borrower acknowledge and agree that under Rule 15c2-12(b)(5) the Issuer is not an "obligated person" with respect to the Series 2021 Bonds, that neither the Underwriter nor the Borrower has requested the Issuer to participate in the preparation or delivery of any disclosure agreement respecting the Series 2021 Bonds, and that the Issuer shall have no responsibility or liability, and is hereby held harmless and indemnified therefrom by the Underwriter and the Borrower, from any continuing disclosure respecting the Series 2021 Bonds.

(e) All indemnification of the Issuer and other agreements respecting payment of costs of the Issuer provided in this Bond Purchase Agreement shall not be subject to limitation and shall survive expiration or termination of this Bond Purchase Agreement, notwithstanding any provision in this Bond Purchase Agreement to the contrary.

15. **Establishment of Issue Price for the Tax-Exempt Bonds; Notification of Discount on the Series 2021C Bonds**.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2021A Bonds and the Series 2021B Bonds (together, the "Tax-Exempt Bonds") and shall execute and deliver to the Issuer on the Closing Date an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as EXHIBIT A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Tax-Exempt Bonds.

(b) The Underwriter confirms that at least 10% of each maturity of the Tax-Exempt Bonds has been sold to the public at a single price (the "10% test") (if different interest rates apply within a maturity, each separate CUSIP number within that maturity is evaluated separately). Schedule I attached to this Bond Purchase Agreement sets forth the first price at which the Underwriter has sold to the public 10% of each such maturity of Tax-Exempt Bonds.

(c) The Underwriter confirms that the Underwriter has offered the Tax-Exempt Bonds to the public on or before the date of this Bond Purchase Agreement (the "Sale Date") at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule I attached hereto.

(d) The Underwriter confirms that it does not have any selling group agreement and any retail distribution agreement relating to the initial sale of the Tax-Exempt Bonds to the public.

(e) The Underwriter acknowledges that sales of any Tax-Exempt Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Tax-Exempt Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Tax-Exempt Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Tax-Exempt Bonds to the public), and

(iii) a purchaser of any of the Tax-Exempt Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(iv) "sale date" means the date of execution of this Bond Purchase Agreement by all parties.

(f) The Underwriter has been advised by Bond Counsel that the issue price of the Series 2021C Bonds is determined, for federal income tax purposes, pursuant to Sections 1273 and 1274 of the Code. As a result, sales of the Series 2021C Bonds to bond houses, brokers, or similar persons or organizations acting in the capacity of the underwriters, placement agents, or wholesalers are ignored when determining the issue price of such bonds. In order for the Issuer to comply with its obligations under Section 1275(c) of the Code, the Underwriter agrees to notify the Issuer if the Series 2021C Bonds are sold with original issue discount, as determined under Section 1273 and 1274 of the Code.

16. **Notices.** All communications under this Bond Purchase Agreement shall be in writing and, except as otherwise provided, shall be delivered at, or mailed by certified or registered mail, return receipt requested, or telegraphed with such telegraph to be confirmed in writing, mailed in accordance with the preceding provisions, to the following addresses:

(a)	if to the Underwriter:	Piper Sandler & Co. 800 Nicollet Mall, J12NPF Minneapolis, Minnesota 55402 Attention: Public Finance
	with a copy to:	Ballard Spahr LLP 2000 IDS Center 80 South Eighth Street Minneapolis, Minnesota 55402 Attention: Benjamin W. Johnson, Esq.

(b)	if to the Borrower:	Milestones Community School Inc. d/b/a Imagine Schools at West Melbourne 3355 Imagine Way Melbourne, FL 32904 Attn: _____
	with a copy to:	Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite #200 Fort Lauderdale, FL 33308 Attn: Julie Klahr
(c)	if to the Issuer:	Capital Trust Agency 315 Fairpoint Drive Gulf Breeze, Florida 32561 Attn: Executive Director
	with a copy to:	Michael J. Stebbins, P.L. 504 North Baylen Street Pensacola, Florida 32501 Attention: Michael J. Stebbins

17. **Benefit.** This Bond Purchase Agreement is made solely for the benefit of the Issuer, the Borrower, and the Underwriter (including its successors or assigns), and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof.

18. **Approval.** The approval of the Underwriter when required hereunder or the determination of its satisfaction as to any document referred to herein shall be in writing signed by the undersigned and delivered to the Borrower and the Issuer.

19. **Governing Law; Counterparts.** This Bond Purchase Agreement shall be governed by the laws of the State of Florida excluding conflicts of law principles. All claims of whatever character arising out of this Bond Purchase Agreement, or under any statute or common law relating in any way, directly or indirectly, to the subject matter hereof or to the dealings between the Issuer and any Issuer Indemnified Person and any other party hereto, if and to the extent that such claim potentially could or actually does involve the Issuer or any Issuer Indemnified Person, shall be brought in any state or federal court of competent jurisdiction located in Santa Rosa County, Florida. By executing and delivering this Bond Purchase Agreement, each party hereto irrevocably: (i) accepts generally and unconditionally the exclusive jurisdiction and venue of such courts; (ii) waives any defense of forum non conveniens; and (iii) agrees not to seek removal of such proceedings to any court or forum other than as specified above. The foregoing shall not be deemed or construed to constitute a waiver by the Issuer of any prior notice or procedural requirements applicable to actions or claims against or involving governmental units or joint powers commissions of the State of Florida that may exist at the time of and in connection with such matter.

20. **Electronic Signatures.** The parties agree that the electronic signature of a party to this Bond Purchase Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Bond Purchase Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

PIPER SANDLER & CO.,
as Underwriter herein specified

By: _____
Name: Wesley Olson
Its: Vice President

(Signature page for Milestones Community School Inc. d/b/a Imagine Schools at West Melbourne Bond Purchase Agreement)

Approved and Agreed to:

CAPITAL TRUST AGENCY

By: _____
Name: Denis A. McKinnon, III
Title: Executive Director

(Signature page for the Milestones Community School Inc. d/b/a Imagine Schools at West Melbourne Bond Purchase Agreement)

Approved and Agreed to:

MILESTONES COMMUNITY SCHOOL INC. D/B/A IMAGINE SCHOOLS AT WEST MELBOURNE, as Borrower

By: _____

_____

Its: _____

(Signature page for the Milestones Community School Inc. d/b/a Imagine Schools at West Melbourne Bond Purchase Agreement)

SCHEDULE I

MATURITY SCHEDULE FOR THE SERIES 2021 BONDS

$_____
Capital Trust Agency
Educational Facilities Revenue Bonds
(Imagine Schools at West Melbourne Project)
Series 2021A

Dated: December __, 2021

Maturity Dates and Schedule of Series 2021A Bonds

Term Bonds

$_____ ____% Series 2021A Term Bond due June 15, 20__
Price of _____% to Yield _____%

Redemption Date (June 15)	Principal Amount	Redemption Date (June 15)	Principal Amount

_____
**Stated Maturity.*

Maturity Dates and Schedule of Series 2021B Bonds

$_____
Capital Trust Agency
Taxable Educational Facilities Revenue Bonds
(Imagine Schools at West Melbourne Project)
Series 2021B

$_____ ____% Series 2021B Term Bond due June 15, 20__
Price of _____% to Yield _____%

Redemption Date (June 15)	Principal Amount	Redemption Date (June 15)	Principal Amount

_____
**Stated Maturity.*

Maturity Dates and Schedule of Series 2021C Bonds

$_____
Capital Trust Agency
Taxable Educational Facilities Revenue Bonds
(Imagine Schools at West Melbourne Project)
Taxable Series 2021C

$_____ ____% Series 2021C Term Bond due June 15, 20__
Price of _____% to Yield _____%

Redemption Date (June 15)	Principal Amount

_____
**Stated Maturity.*

Optional Redemption. ***The Tax-Exempt Bonds.*** The Series 2021 Tax-Exempt Bonds are subject to redemption at the option of the Issuer (which option shall be exercised upon the written direction of the Borrower from prepayment of the Series 2021 Promissory Note made by the Borrower pursuant to Section 11.1 of the Loan Agreement) in whole or in part, provided that any partial redemption of the Series 2021 Tax-Exempt Bonds shall be made *pro rata* from the Series 2021A Bonds and the Series 2021B Bonds, on any date commencing December 15, 2029, at a redemption price equal to the percentage of the principal amount redeemed set forth below, plus accrued interest to the date fixed for redemption.

Redemption Date	Redemption Price
December 15, 2029, through and including December 14, 2030	104%
December 15, 2030, through and including December 14, 2031	102
December 15, 2031, and thereafter	100

The Series 2021 Bonds are subject to redemption at the option of the Issuer (which option shall be exercised upon the written direction of the Borrower from prepayment of the Series 2021 Promissory Note made by the Borrower pursuant to Section 11.1 of the Loan Agreement) in whole on any date on or before December 14, 2029, at the Make-Whole Redemption Price.

The Series 2021 Bonds are also subject to extraordinary redemption and mandatory redemption upon Determination of Taxability as set forth in the Indenture.

EXHIBIT A

FORM OF ISSUE PRICE CERTIFICATE

ISSUE PRICE CERTIFICATE

[TO COME FROM BOND COUNSEL]

EXHIBIT B

FORM OF SUPPLEMENTAL BOND COUNSEL OPINION

[TO COME FROM BOND COUNSEL]

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EXHIBIT C

FORM OF OPINION OF COUNSEL TO THE ISSUER

[TO COME FROM ISSUER'S COUNSEL]

EXHIBIT D

FORM OF OPINION OF COUNSEL TO THE BORROWER

[TO COME FROM BORROWER'S COUNSEL]

EXHIBIT E

FORM OF UNDERWRITER'S DISCLOSURE STATEMENT

_____, 2021

Capital Trust Agency
Gulf Breeze, Florida

Milestones Community School Inc.
d/b/a Imagine Schools at West Melbourne
West Melbourne, Florida

Re: $_____ Capital Trust Agency Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021A (Senior) (the "Series 2021A Bonds"), $_____ Capital Trust Agency Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021B (Subordinate) (the "Series 2021B Bonds"), and $_____ Capital Trust Agency Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project), Taxable Series 2021C (Subordinate) (the "Series 2021C Bonds" and, together with the Series 2021A Bonds and the Series 2021B Bonds, the "Bonds")

Ladies and Gentlemen:

Pursuant to Chapter 218.385, Florida Statutes, and in reference to the issuance of Bonds as set forth above, Piper Sandler & Co. (the "Underwriter"), makes the following disclosures to Capital Trust Agency (the "Issuer") and Milestones Community School Inc. d/b/a Imagine Schools at West Melbourne, a Florida not for profit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Borrower"). All capitalized terms not otherwise defined herein shall have the respective meanings specified in the Bond Purchase Agreement dated the date hereof (the "Bond Purchase Agreement"), among the Underwriter, the Issuer and the Borrower. The Underwriter is acting as underwriter in connection with the offering or sale of the Bonds. The underwriting fees to be paid to the Underwriter in the Bond Purchase Agreement are equal to _____% of the total face amount of the Bonds.

(a) The expenses estimated to be incurred by the Underwriter in connection with the issuance of the Bonds are itemized on Schedule A hereto.

(b) Names, addresses and estimated amounts of compensation of any person who is not regularly employed by, or not a partner or officer of, the Underwriter and who enters into an understanding with either the Issuer or the Underwriter, or both, for any paid or promised compensation or valuable consideration directly, expressly or impliedly, to act solely as an intermediary between the Issuer and the Underwriter for the purpose of influencing any transaction in the purchase of the Bonds:

[None]

(c) The amount of underwriting spread expected to be realized is $_____ per $1,000 of Series 2021A Bonds and consists of the following components including the management fee indicated:

	Per $1,000
Management Fee	
Average Takedown	
Expenses	
Total	

The amount of underwriting spread expected to be realized is $_____ per $1,000 of Series 2021B Bonds and consists of the following components including the management fee indicated:

	Per $1,000
Management Fee	
Average Takedown	
Expenses	
Total	

The amount of underwriting spread expected to be realized is $_____ per $1,000 of Series 2021C Bonds and consists of the following components including the management fee indicated:

	Per $1,000
Management Fee	
Average Takedown	
Expenses	
Total	

(d) No fee, bonus or other compensation is estimated to be paid by the Underwriter in connection with the issuance of the Bonds, to any persons not regularly employed or retained by the Underwriter (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes, as amended), except as specifically enumerated as expenses to be incurred and paid by the Underwriter, as set forth in Schedule A attached hereto.

The name and address of the Underwriter connected with the Bond is:

Piper Sandler & Co.
800 Nicollet Mall, J12NPF
Minneapolis, MN 55402
Attention: Public Finance

(f) *Truth in Bonding Statement*. The Series 2021 Bonds are being issued for the purpose of providing funds for the purposes of: financing or refinancing, including through reimbursement, (i) the acquisition, installation, improvement and equipping of an existing approximately 54,707 square foot educational facility to accommodate approximately 850 students in grades K-8 at an educational institution known as Imagine Schools at West Melbourne, located on an approximately 10-acre parcel located at 3355 Imagine Way, West Melbourne, Florida 32904, including related facilities, fixtures, furnishings and equipment (collectively, the "Series 2021 Facilities"); (ii) the funding of the Capital Reserve Fund for the Series 2021 Facilities; (iii) the funding of capitalized interest for the Series 2021 Bonds; and (iv) the payment of certain costs of issuing the Series 2021 Bonds (collectively, the "Series 2021 Project"). The Borrower currently operates the Imagine Schools at West Melbourne (the "Imagine Schools at West Melbourne" or the "School") and will continue to operate the School at the Site upon completion of the Series 2021 Facilities. This debt or obligation is expected to be repaid over a period of ___ years. Total interest paid over the life of the debt obligation, assuming an interest rate (true interest cost) of _____% per annum, will be approximately $_____.

The source of repayment and security for this proposal to issue the Series 2021 Bonds is exclusively limited to certain revenues derived from the Borrower pursuant to the Loan Agreement. Because (a) such revenues may not be used by the Issuer for any purpose other than the purposes set forth in the Indenture, (b) the Issuer has no taxing power, and the taxing power of the State of Florida is not pledged or involved in the Series 2021 Bonds, (c) the Series 2021 Bonds and the interest thereon do not constitute a debt of the Issuer within the meaning of any constitutional or statutory provision, and (d) the faith and credit of the Issuer are not pledged to the payment of the principal of or the interest on the Series 2021 Bonds, authorizing this debt or obligation will not result in any moneys not being available to the Issuer to finance other transactions each year for the approximately ___ year term of the Series 2021 Bonds. We understand that the Issuer does not require any further disclosure from the Underwriter pursuant to Section 218.385, Florida Statutes.

PIPER SANDLER & CO.

By: _____
Name: Wesley Olson
Title: Vice President

SCHEDULE A

SCHEDULE OF EXPENSES

NONE

EXHIBIT F

FORM OF MANAGER CERTIFICATE

[TO COME FROM BOND COUNSEL]

DMFIRM #400280908 v4

TAX REGULATORY AGREEMENT

AMONG

CAPITAL TRUST AGENCY,

UMB BANK, NATIONAL ASSOCIATION,
as Trustee,

AND

MILESTONES COMMUNITY SCHOOL, INC. D/B/A IMAGINE SCHOOLS AT WEST MELBOURNE

$[XXX]	$[YYY]
Capital Trust Agency Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021A (Senior)	Capital Trust Agency Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021B (Subordinate)

Dated as of December 1, 2021

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TAX REGULATORY AGREEMENT

The undersigned are, respectively, the duly qualified Executive Director of the Capital Trust Agency (the "Issuer"), the Board Chair of Milestones Community School, Inc. d/b/a Imagine Schools at West Melbourne, a Florida not for profit corporation (the "Borrower"), and a Vice President of UMB Bank, National Association, as Trustee for the hereinafter described Bonds (the "Trustee"). As the Executive Director of the Issuer, the undersigned is charged, with others, with the responsibility for executing and delivering the $[XXX] Capital Trust Agency Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021A (Senior) (the "Series 2021A Bonds") and $[YYY] Capital Trust Agency Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021B (Subordinate) (the "Series 2021B Bonds" and, together with the Series 2021A Bonds, the "Series 2021 Tax-Exempt Bonds") on December 23, 2021. The Series 2021 Tax-Exempt Bonds were authorized pursuant to the Issuer's resolution adopted December 2, 2021, and are being issued pursuant to the Indenture of Trust dated as of December 1, 2021 (the "Indenture"), between the Issuer and the Trustee. The Series 2021 Tax-Exempt Bonds are being purchased pursuant to the Bond Purchase Agreement, dated December 21, 2021 (the "Bond Purchase Agreement"), by and among the Issuer, the Borrower, and Piper Sandler & Co. (the "Underwriter").

Simultaneously with the issuance of the Series 2021 Tax-Exempt Bonds and pursuant to the Indenture, the Issuer will issue its $[ZZZ] Taxable Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021C (the "Series 2021C Bonds" and together with the Series 2021 Tax-Exempt Bonds, the "Series 2021 Bonds").

Certain terms are defined in Article VII hereof. Terms used herein and not defined herein shall have the meanings given to them in Exhibit M to the Loan Agreement (the "Loan Agreement") dated as of December 1, 2021, between the Issuer and the Borrower.

One purpose of executing this Tax Agreement is to set forth various facts regarding the Series 2021 Tax-Exempt Bonds and to establish the expectations of the Issuer and the Borrower as to future events regarding the Series 2021 Tax-Exempt Bonds and the use of Series 2021 Tax-Exempt Bond Proceeds. To the extent such facts do not relate directly to the Issuer or the Trustee, the Issuer and the Trustee are relying, without independent investigation or inquiry, upon the certifications of the Borrower, which the Issuer believes are reasonable and prudent. The certifications and representations of the Issuer made herein and the expectations of the Issuer presented herein are intended, and may be relied upon, as a certification of an officer of the Issuer given in good faith as described in Section 1.148-2(b)(2) of the Regulations.

The Issuer (relying on the advice of Bond Counsel) hereby covenants that it will not, to the extent within its control, and the Borrower hereby covenants that the Borrower will not take any action, omit to take any action or permit the taking or omission of any action within their control (including, without limitation, making or permitting any use of the proceeds of the Series 2021 Tax-Exempt Bonds) if taking, permitting or omitting to take such action would cause any of the Series 2021 Tax-Exempt Bonds to be an arbitrage bond or a private activity bond (other than a qualified 501(c)(3) bond) within the meaning of the Code or would otherwise cause the interest on the Series 2021 Tax-Exempt Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Issuer and the Borrower acknowledge

that, in the event of an examination by the Internal Revenue Service of the exemption from Federal income taxation for interest paid on the Series 2021 Tax-Exempt Bonds, under present rules, the Issuer is treated as the "taxpayer" in such examination and the Issuer agrees that it will, to the extent within its control, respond at the Borrower's expense in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination. The Borrower acknowledges that, notwithstanding that the Issuer will be treated as the "taxpayer", the provisions of Section 8.6 (relating to indemnification) and Section 12.22 (relating to the Issuer's performance) of the Loan Agreement will apply to the provisions of this Tax Agreement.

The certifications, covenants and agreements contained herein are made on behalf of the Issuer and the Borrower for the benefit of the owners from time to time of the Series 2021 Tax-Exempt Bonds. The representations of the Issuer in this Tax Agreement are based on representations made by the Borrower in this Tax Agreement and in the Indenture and the Loan Agreement and the other Borrower Documents. Accordingly, the undersigned do hereby certify, covenant and agree on behalf of the Issuer, the Borrower, and the Trustee, respectively, the following:

ARTICLE I

DESCRIPTION OF THE PURPOSE OF THE SERIES 2021 TAX-EXEMPT BONDS

Section 1.1 Purpose of the Series 2021 Tax-Exempt Bonds. The Series 2021 Tax-Exempt Bonds are being issued to provide the funds which will be used together with certain other moneys for financing or refinancing, including through reimbursement, (i) the acquisition, installation, improvement and equipping of an existing approximately 54,707 square foot educational facility to accommodate approximately 850 students in grades K-8 at an educational institution known as Imagine Schools at West Melbourne, located on an approximately 10-acre parcel located at 3355 Imagine Way, West Melbourne, Florida 32904, including related facilities, fixtures, furnishings and equipment (collectively, the "Series 2021 Facilities"); (ii) the funding of the Capital Reserve Fund for the Series 2021 Facilities; (iii) the funding of capitalized interest for the Series 2021 Bonds; and (iv) the payment of certain costs of issuing the Series 2021 Bonds (collectively, the "Series 2021 Project").

The proceeds of the Series 2021 Tax-Exempt Bonds will be loaned to the Borrower pursuant to the provisions of the Loan Agreement. The loan of the proceeds of the Series 2021 Tax-Exempt Bonds by the Issuer to the Borrower is herein referred to as the "Loan". Attached hereto as **Exhibit A** is the schedule of sources and uses of funds with respect to the Series 2021 Tax-Exempt Bonds.

Section 1.2 Disbursement of Proceeds; Project Fund Drawdown; Acquisition, Construction, Renovation and Equipping of the Series 2021 Project – Binding Commitment and Timing. The Borrower has entered, or will within six months enter, into binding contracts or commitments obligating it to spend, or under which it has spent, at least five percent of the net sale proceeds of the New Money Portion of the Series 2021 Tax-Exempt Bonds on capital projects. It is expected that the Borrower's acquisition of the Series 2021 Facilities will occur on the Closing Date, at which time it is anticipated that all proceeds received from the sale of the Series 2021 Tax-Exempt Bonds and investments earnings thereon deposited into the Project Fund established under the Indenture will have been spent, except for the amounts deposited in, disbursed from, and retained in the Project Fund as set forth in Section 2.1(a) hereof, which will be retained in the Project Fund on the Closing Date and applied in accordance with the Indenture. The Borrower expects that there will be not more than $[_____] in investment earnings on proceeds of the Series 2021 Tax-Exempt Bonds deposited in the Project Fund.

Section 1.3 Reimbursement. Except as identified below, none of the proceeds received from the sale of the New Money Portion of the Series 2021 Tax-Exempt Bonds (including investment earnings therein) will be used to reimburse the Borrower, the Issuer or any Related Person to the Borrower or the Issuer for an expenditure paid prior to the date of the Closing.

The Borrower will allocate a portion of the proceeds received from the sale of the New Money Portion of the Series 2021 Tax-Exempt Bonds to expenditures paid by the Borrower prior to Closing (the "Reimbursed Expenditures"), in connection with the acquisition, construction, renovation, improving and equipping of the Series 2021 Facilities and will, after such allocation,

treat such proceeds as being spent. In support of such allocation, the Borrower represents and covenant as follows:

(a) Certain Reimbursed Expenditures (the "Preliminary Expenditures") relate to architectural, engineering, surveying, soil testing, appraising, Series 2021 Bond issuance and similar costs that were incurred prior to the acquisition or commencement of construction of the Series 2021 Facilities and do not include any costs related to land acquisition, site preparation or similar costs incident to commencement of construction.

(b) The amount of the Preliminary Expenditures does not exceed 20 percent of the proceeds received from the sale of the New Money Portion of the Series 2021 Tax-Exempt Bonds (not including any investment earnings thereon) being used to finance that portion of the Series 2021 Facilities with respect to which the Preliminary Expenditures were incurred.

(c) Except as described in (j) below, in the case of Reimbursed Expenditures other than the Preliminary Expenditures, the Issuer declared an official intent to reimburse such Reimbursed Expenditures not later than 60 days after the date such Reimbursed Expenditures were originally paid. A copy of the reimbursement resolution and declaration of official intent of the Issuer is attached hereto as **Exhibit F**.

(d) A list of the Reimbursed Expenditures, including Preliminary Expenditures, to be reimbursed directly with proceeds of the New Money Portion of the Series 2021 Tax-Exempt Bonds is attached hereto as **Exhibit G**. The Reimbursed Expenditures include only (i) Preliminary Expenditures, (ii) costs described in (j)(ii) below and (iii) expenditures paid no earlier than the date that is 60 days preceding the date of adoption of the related official intent resolution.

(e) At the time the official intent described in (c) above was declared, the Borrower reasonably expected to reimburse the Reimbursed Expenditures related thereto with the proceeds of a future borrowing.

(f) Except as described in (j) below and in this paragraph (f), the Borrower and the Issuer hereby make an allocation in writing that evidences the intended use of a portion of the proceeds of the New Money Portion of the Series 2021 Tax-Exempt Bonds to reimburse each Reimbursed Expenditure (the "Reimbursement Allocation"), which Reimbursement Allocation is made within 18 months after the later of (i) the first date on which the Reimbursed Expenditure was paid or (ii) the first date on which the property relating to the Reimbursed Expenditure was Placed in Service or abandoned, but in no event more than three years after the Reimbursed Expenditure was paid.

(g) All Reimbursed Expenditures represent (i) costs of a type that would be properly chargeable to a capital account under the Code (or would be so chargeable with a proper election) under general federal income tax principles if the Borrower were treated as an entity subject to federal income taxation or (ii) a cost of issuing a Series 2021 Tax-Exempt Bond.

(h) Funds corresponding to Gross Proceeds used to reimburse a Reimbursed Expenditure will not be used within one year after making any Reimbursement Allocation in a manner that results in the creation of Replacement Proceeds of the New Money Portion of the

Series 2021 Tax-Exempt Bonds or any other issue. The preceding sentence does not apply to amounts deposited in a bona fide debt service fund.

(i) No Reimbursement Allocation will employ any action that is an abusive arbitrage device which (A)(i) enables the Issuer or the Borrower to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage and (ii) overburdens the tax-exempt bond market to avoid arbitrage restrictions or (B) results in the Borrower issuing a larger amount of the New Money Portion of the Series 2021 Tax-Exempt Bonds, issuing the New Money Portion of the Series 2021 Tax-Exempt Bonds earlier, or allowing the New Money Portion of the Series 2021 Tax-Exempt Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the New Money Portion of the Series 2021 Tax-Exempt Bonds, based upon all of the facts and circumstances.

(j) The restrictions in (c) and (f) above do not apply to (i) costs of issuing the New Money Portion of the Series 2021 Tax-Exempt Bonds, (ii) an amount not in excess of $100,000 or (iii) Preliminary Expenditures.

Section 1.4 Working Capital Limitation. Pursuant to the Indenture, all of the proceeds received from the sale of the Series 2021 Tax-Exempt Bonds (including investment earnings thereon) will be used, directly or indirectly, to pay Capital Expenditures relating to the Series 2021 Facilities, to fund interest on the Series 2021 Tax-Exempt Bonds and to pay costs of issuing the Series 2021 Tax-Exempt Bonds, except that such proceeds may also be used for the following:

(i) payments of interest on the New Money Portion of the Series 2021 Tax-Exempt Bonds for a period commencing at Closing and ending on the later of the date three years after Closing or one year after the date on which the Series 2021 Facilities are Placed in Service;

(ii) payments for issuance costs and qualified administrative costs (as defined in Section 1.148-5(e) of the Regulations) of the Series 2021 Tax-Exempt Bonds;

(iii) payments for reasonable charges for "qualified guarantees," if any, relating to the Series 2021 Tax-Exempt Bonds (as defined in the Regulations);

(iv) payments of rebate or Yield Reduction Payments (as defined in Section 1.148-5(c) of the Regulations) made to the United States of America under the Regulations;

(v) principal or interest on the Series 2021 Tax-Exempt Bonds paid from unexpected excess Sale Proceeds or investment earnings thereon of the Series 2021 Tax-Exempt Bonds; and

(vi) an amount not to exceed 5 percent of the proceeds received from the sale of the New Money Portion of the Series 2021 Tax-Exempt Bonds for working capital expenditures directly related to Capital Expenditures financed by the New Money Portion of the Series 2021 Tax-Exempt Bonds (including interest that accrues on the New Money

Portion of the Series 2021 Tax-Exempt Bonds after the Series 2021 Facilities are Placed In Service).

Section 1.5 Consequences of Contrary Expenditure. The Issuer and the Borrower acknowledge that if the Gross Proceeds of the Series 2021 Tax-Exempt Bonds (including investment earnings thereon) are spent for purposes other than as permitted by Article I hereof, a like amount of then available funds of the Borrower will be treated as unspent Gross Proceeds of the Series 2021 Tax-Exempt Bonds which, among other things, may be subject to the yield restrictions described in Section 5.2 hereof and rebate described in Article III hereof.

Section 1.6 Investment of Series 2021 Tax-Exempt Bond Proceeds. No portion of the Series 2021 Tax-Exempt Bonds is being issued solely for the purpose of investing Sale Proceeds or investment earnings thereon at a yield higher than the yield on the Series 2021 Tax-Exempt Bonds.

Section 1.7 No Hedges. None of the Borrower or the Issuer, or any Related Person to either of them, has entered into or expects to enter into any hedge (e.g., interest rate swap, interest rate cap, futures contract, forward contract or option) with respect to the Series 2021 Tax-Exempt Bonds. The Borrower and the Issuer acknowledge that any such hedge could affect the calculation of Bond Yield under the Regulations and that the Internal Revenue Service could recalculate the Bond Yield if the failure to account for the hedge fails to clearly reflect the economic substance of the transaction.

Section 1.8 No Grants. None of the proceeds received from the sale of the Series 2021 Tax-Exempt Bonds or investment earnings thereon will be used to make grants to any person.

Section 1.9 Abusive Transactions. The Issuer, to the extent within its control, has not and none of the Borrower or any member of the same Controlled Group of any of the foregoing, has employed a device or entered into any arrangements or understandings in connection with the issuance of the Series 2021 Tax-Exempt Bonds or in connection with any transaction or series of transactions related to the issuance of the Series 2021 Tax-Exempt Bonds to obtain a material financial advantage based on arbitrage. The Issuer, to the extent within its control, will not and none of the Borrower or any member of the same Controlled Group of any of the foregoing, will realize any material financial advantage based on arbitrage in connection with the issuance of the Series 2021 Tax-Exempt Bonds or in connection with any transaction or series of transactions related to the issuance of the Series 2021 Tax-Exempt Bonds. In particular, the Issuer, to the extent within its control, has not and none of the Borrower, or any member of the same Controlled Group of any of the foregoing, has received or will receive a reduction in any interest payments or a refund or rebate of any credit enhancement fee or premium as a result of issuing the Series 2021 Tax-Exempt Bonds.

Section 1.10 Application of Certain Gifts. The Borrower hereby recognizes that it may receive from time to time gifts, grants, donations, bequests or other charitable contributions, regardless of the form or the source thereof, the proceeds of which when received by the Borrower are or will be restricted by the donor or the Borrower or are intended and segregated by the Borrower to be used for the payments of the costs of all or a portion of the Series 2021

Facilities (hereinafter referred to as "Restricted Gifts"). The Borrower hereby covenants and agrees that if and when the Borrower receives any Restricted Gifts, the Borrower will (i) transfer the Excess (as hereinafter defined), if any, to the Trustee as soon as practicable after such Excess becomes available to the Borrower for such purpose, to be applied to the redemption of the Series 2021 Tax-Exempt Bonds in accordance with the Indenture (the "Redemption") on a date no later than the first date on which the Series 2021 Tax-Exempt Bonds may be redeemed at 100% of the principal amount thereof; and until applied to such Redemption, such Excess (and any income thereon) shall be invested by the Trustee, in accordance with the written direction of the Borrower, at a rate not in excess of the Yield on the Series 2021 Tax-Exempt Bonds or (ii) invest the Excess at market prices and at a yield not in excess of the yield on the Series 2021 Tax-Exempt Bonds, as permitted under Section 1.148-2(c). The amount of any Restricted Gifts to be so transferred on any date to the Trustee for the Redemption of the Series 2021 Tax-Exempt Bonds shall be equal to the excess, if any, of (a) the aggregate amount of Restricted Gifts received by the Borrower as of such date over (b) the aggregate amount of moneys which the Borrower has therefore applied, or intends to apply based on then current estimates, to the payment of costs of the Financed Property or Project from sources other than the proceeds of the Series 2021 Tax-Exempt Bonds (the "Excess"). The proceeds of any such Restricted Gifts need not be applied to such redemption until the aggregate amount thereof held by the Borrower at any time and not previously so applied is at least $100,000.

The Borrower may apply the proceeds of Restricted Gifts in a manner that varies from the requirements set forth above under this Section 1.10 if the Borrower delivers to the Issuer and the Trustee an opinion of Bond Counsel to the effect that such application will not adversely affect the validity of the Series 2021 Tax-Exempt Bonds or the exemption of the interest on the Series 2021 Tax-Exempt Bonds from federal income taxation under the Code.

In connection with any required Redemption pursuant to this Section, the Borrower may apply any Excess relating to the Restricted Gifts received by the Borrower with respect to the Series 2021 Facilities financed with the proceeds of the Series 2021 Tax-Exempt Bonds in accordance with the terms of the Indenture.

Although grant proceeds may be used to redeem Series 2021 Tax-Exempt Bonds as described herein, no such grant proceeds are pledged pursuant to any grant documents to secure the Series 2021 Tax-Exempt Bonds.

ARTICLE II

USE OF PROCEEDS; DESCRIPTION OF FUNDS

Section 2.1 Use of Proceeds; Funds Established. The Borrower and the Issuer agree as follows:

(a) The Series 2021 Tax-Exempt Bond Proceeds will be used in accordance with Article III of the Indenture as follows:

SALE PROCEEDS OF THE BONDS	APPLICATION
$[AAA] of Series 2021 Tax-Exempt Bond Proceeds, less Original Issue Discount of $_____, less Underwriter's discount of $_____, for a total of $_____.	$[_____] of Series 2021 Tax-Exempt Bond Proceeds shall be deposited in the Cost of Issuance Fund and used on the Closing Date, or retained therein, to pay certain fees and expenses incurred in connection with the issuance of the Series 2021 Tax-Exempt Bonds; $[_____] of Series 2021A Bond Proceeds shall be deposited in the Capital Reserve Fund; and $[_____] of Series 2021 Tax-Exempt Bond Proceeds shall be deposited in the Series 2021 Project subaccount of the Project Fund to finance costs of the Facilities. $[_____] will be disbursed on the Closing Date to reimburse the Borrower for costs of the Facilities incurred prior to the Closing Date; $[_____] will be disbursed on the Closing Date to pay the costs of acquiring the Series 2021 Facilities; $[____] will be disbursed on the Closing Date to pay title fees and costs; and $[_____] will be retained in the Series 2021 Project subaccount of the Project Fund to pay costs of the Series 2021 Facilities after the Closing Date.

(b) Other than the foregoing funds and accounts, the only funds or accounts created under the Indenture or hereunder germane to the Series 2021 Tax-Exempt Bonds are the [Series 2021 Capitalized Interest subaccount], the Insurance Escrow Fund, and the Rebate Fund. No amounts, regardless of the source, shall be deposited in this fund or account at Closing.

(c) Principal and interest on the Series 2021 Tax-Exempt Bonds, as well as funded interest on the Series 2021 Tax-Exempt Bonds, shall be paid from the Bond Fund. Moneys on deposit in the Bond Fund shall be used to redeem the Series 2021 Tax-Exempt Bonds at such times and in such manner as is described in the Indenture.

(d) Costs of issuance incurred in connection with the issuance of the Series 2021 Tax-Exempt Bonds will be paid from the Cost of Issuance Fund. To the extent costs of issuance exceed 2% of the proceeds of the Series 2021 Tax-Exempt Bonds, such costs shall be paid directly from the Borrower's own funds or from the proceeds of the Series 2021C Bonds deposited in the Cost of Issuance Fund, or the Borrower shall contribute its own funds to pay costs of the Series 2021 Facilities and make a formal allocation in order to allocate such payments to costs of issuance and to reallocate the proceeds of the Series 2021 Tax-Exempt Bonds to the costs of the Series 2021 Facilities. Payments from the Cost of Issuance Fund shall be deemed to have been made from proceeds of the Series 2021C Bonds until all such proceeds of the Series 2021C Bonds have been spent for such purposes, and thereafter from the Series 2021 Tax-Exempt Bonds. Any amounts transferred from the Cost of Issuance Fund to the Bond Fund in accordance with the Indenture shall be deemed to be applied to the payment of interest on the Series 2021 Tax-Exempt Bonds on the first Interest Payment Date for the Series 2021 Tax-Exempt Bonds.

(e) Payments by the Borrower under the Loan Agreement in respect of debt service on the Series 2021 Tax-Exempt Bonds will be paid to the Trustee for deposit into the Bond Fund.

(f) The costs of the Series 2021 Facilities will be paid from the Project Fund and no other moneys (except for investment earnings thereon) are expected to be deposited therein. Moneys in the Project Fund will be used as described in Section 1.2 hereof.

(g) All income from the investment of moneys in the Project Fund and the Bond Fund shall be retained in such funds.

Section 2.2 Purpose of Bond Fund. The Bond Fund established under the Indenture (the "Bond Fund") will be used primarily to achieve a proper matching of revenues and earnings with debt service on the Series 2021 Tax-Exempt Bonds in each Bond Year. It is expected that the Bond Fund will be depleted at least once a year, except for a reasonable carry over amount not to exceed the amount necessary to pay principal and interest on the Bonds coming due on such next Principal Payment Date or Interest Payment Date, as applicable.

Section 2.3 Borrower Obligation. No person or entity other than the Issuer, to the extent within its control, or the Borrower will use any portion of the proceeds of the Series 2021 Tax-Exempt Bonds, and no person or entity other than the Borrower is obligated to provide for the payment of any portion of the principal and interest on the Series 2021 Tax-Exempt Bonds.

Section 2.4 No Replacement, Sinking or Pledged Funds.

(a) Except as otherwise provided in Sections 2.1 and 2.2 hereof the Issuer, to the extent within its control, and the Borrower each represent that neither it nor any Related Person to either of them has established or expects to establish any fund or account (regardless of where held or the source thereof) that may result in the creation of any Replacement Proceeds.

(b) Except as otherwise provided in Sections 2.1 and 2.2 hereof, no investment type property has been or is expected to be pledged or otherwise restricted (no matter where held or the source thereof) to provide reasonable assurance, in the event the Borrower or any Related Person of the Borrower encounters financial difficulty, of its availability to be used, directly or indirectly, for the payment of amounts due or to become due on the Series 2021 Tax-Exempt Bonds, the Loan Agreement, or any other credit or liquidity arrangement relating to any of the foregoing. No compensating balance, liquidity account, negative pledge (any amount pledged to pay principal or interest on an issue or obligations of the Borrower under a credit enhancement device with respect to the Series 2021 Tax-Exempt Bonds to maintain an amount at a particular level for the direct or indirect benefit of the Bondholders or a guarantor of the Series 2021 Tax-Exempt Bonds) or similar arrangement exists with respect to, in any way, the Series 2021 Tax-Exempt Bonds, the Loan Agreement, or any other credit enhancement or liquidity device related to any of the foregoing.

(c) The Borrower represents that the term of the Series 2021 Tax-Exempt Bonds is not longer than is reasonably necessary for the governmental purposes of the Series 2021 Tax-Exempt Bonds. The Series 2021 Tax-Exempt Bonds are to be used to fund interest on the Series 2021 Tax-Exempt Bonds, finance and to reimburse the Borrower for costs of the Series 2021 Facilities, and pay costs of issuing the Series 2021 Tax-Exempt Bonds, and the weighted average maturity of the Series 2021 Tax-Exempt Bonds does not exceed 120 percent of the average reasonably expected remaining economic life of the Total Financed Property (as defined in the Tax Certificate). The Borrower represents that the maturity and redemption schedule and other terms of the Series 2021 Tax-Exempt Bonds have been established to allow the Borrower to pay debt service from expected suitable revenue sources. Those terms were not set in a manner designed to allow the Borrower to accumulate amounts to be invested at a yield in excess of the yield on the Series 2021 Tax-Exempt Bonds.

Section 2.5 [Reserved]

Section 2.6 Purpose of Capital Reserve Fund. The Borrower represents that the Capital Reserve Fund created by the Indenture is to be funded only as required by the Loan Agreement and the Indenture for the purpose of paying the cost of extraordinary maintenance and replacements which may be required to keep the Facilities in sound condition, including but not limited to replacement of equipment, replacement of any roof or other structural component, exterior painting and the replacement of heating, air conditioning, plumbing and electrical equipment. Except as provided in Section 2.1(a), the Capital Reserve Fund will not be funded by Series 2021 Tax-Exempt Bond Proceeds, but will be funded with the Borrower's own funds. [Placeholder for funding from bond proceeds as being treated as working capital or project funding.] It is expected that any amounts deposited in the Capital Reserve Fund will be available for repayment of principal or interest on the Series 2021 Tax-Exempt Bonds, pursuant to the Indenture and the Loan Agreement. As such, amounts deposited in the Capital Reserve Fund will be subject to yield restriction or the rebate requirements of Section 148(f) of the Code.

ARTICLE III

REBATE FUND; ARBITRAGE REBATE REQUIREMENTS

Section 3.1 Creation of Rebate Fund. The Issuer requires the Borrower to maintain responsibility for all arbitrage rebate calculations. The Issuer has directed the creation of the Rebate Fund pursuant to Section 3.14 of the Indenture (the "Rebate Fund"). The moneys and investments deposited in and credited to the Rebate Fund shall be free and clear of any lien created by the Indenture.

Section 3.2 Compliance with Section 148(f) of the Code. The Issuer and the Borrower have covenanted to comply with certain requirements of the Code relating to the rebate requirement described above (the "Rebate Requirement") with respect to the Series 2021 Tax-Exempt Bonds and the Issuer intends to comply with these requirements through the obligation and undertaking by the Borrower to comply with these requirements. The Borrower acknowledges its responsibility to comply with the arbitrage limitations imposed by Section 148 of the Code in its certificate attached as **Exhibit I**.

The Borrower covenants and agrees to take such actions, including retaining a rebate analyst, and make, or cause to be made, all calculations, transfers and payments that may be necessary to comply with the rebate requirements contained in Section 148(f) of the Code with respect to the Series 2021 Tax-Exempt Bonds. At the request and solely at the expense of the Borrower, and otherwise subject to Section 12.22 of the Loan Agreement, the Issuer, to the extent within its control, will take whatever action is reasonably necessary in order to enable the Borrower to comply with the provisions of this Section 3.2. The Borrower agrees to pay or reimburse the Issuer for any fees or expenses, including attorney fees and expenses, incurred by the Issuer in connection with taking any such action. Bond Counsel has provided a letter attached hereto as **Exhibit E** concerning the principles set forth in the Code and certain Regulations regarding rebate and the Borrower agrees to comply with the requirements set forth in **Exhibit E**, including but not limited to the requirement to make any payments of rebate as described in **Exhibit E** under the heading "Rebate Payments." The Borrower may also direct the Trustee in writing to remit any payments of rebate to the United States Government from the Rebate Fund but, absent such direction, the Borrower shall be responsible for such payments itself. At the direction of the Borrower, the Issuer hereby elects to apply the multipurpose rules of Regulations Section 1.148 9(h) to treat the New Money Portion of the Series 2021 Tax-Exempt Bonds as a separate issue. The Borrower also hereby agrees to provide to the Trustee and the Issuer a copy of the calculations made regarding rebate payments. The Chair of the Borrower shall be responsible for maintaining compliance with the obligations described in this Article III.

Section 3.3 Records. The Borrower agrees to maintain all records relating to the Series 2021 Tax-Exempt Bonds and the use and expenditure of the proceeds of the Series 2021 Tax-Exempt Bonds, as more specifically set forth below. The Trustee agrees to maintain its records related to the investment and disbursement of proceeds held in funds maintained by the Trustee.

(a) Types of Records Required to be Retained. The records that must be retained include, but are not limited to, the following:

(i) General. All legal and closing documents related to the Series 2021 Bonds, including indentures, trust agreements, resolutions, ordinances, public notices, tax certificates, opinions of counsel (issued at the time of closing or subsequently), amendments to the foregoing documents and any and all documents included in the transcript with respect to the Series 2021 Bonds.

(ii) Expenditure of Gross Proceeds.

(A) Expenditures. Documents evidencing the expenditure of proceeds from the sale of the Series 2021 Tax-Exempt Bonds and investment earnings thereon and the specific property financed with such proceeds, including any closing flow of funds memoranda;

(B) Funds and Accounts. Documents setting forth all funds and accounts relating to the Series 2021 Bonds, including debt service funds, reserve funds, sinking funds and pledged funds, and any agreements with respect thereto;

(C) Investment of Gross Proceeds – General. Documents pertaining to the investment of the Gross Proceeds of the Series 2021 Tax-Exempt Bonds, including the purchase and sale of securities, SLGS subscriptions, yield calculations for each class of investments, actual investment income received from the investment of proceeds, projected investment income calculations expected to be received from the investment of proceeds, guaranteed investment contracts, rebate calculations, credit enhancement, swap transactions and verification reports.

(D) Nonpurpose Investments. With respect to all Nonpurpose Investments (as defined in Section 1.148-1 of the Regulations) acquired in any fund or account in connection with the Series 2021 Tax-Exempt Bonds, the following information will be recorded and retained: (i) purchase date, (ii) purchase price, (iii) information establishing that the purchase price is the fair market value as of such date (e.g., the published quoted bid by a dealer in such an investment on the date of purchase), (iv) any accrued interest paid, (v) face amount, (vi) coupon rate, (vii) periodicity of interest payments, (viii) disposition price, (ix) any accrued interest received, and (x) disposition date;

(iii) Allocations. Documents evidencing any allocations with respect to the Gross Proceeds of the Series 2021 Tax-Exempt Bonds;

(iv) Use of Financed Assets; Private Security or Payment.

(A) Use. Documents evidencing the use and ownership of the property financed with proceeds of the Series 2021 Tax-Exempt Bonds, including contracts for the use of such property; and

(B) Payments or Security. Documents evidencing sources of payment or security for the Series 2021 Tax-Exempt Bonds, including liquidity covenants and negative covenants, and any agreements with respect thereto.

(v) Tax Returns and Related Information. IRS Form 8038, 8038-T and 8038-R, as applicable, and information relating to the pricing of the Series 2021 Tax-Exempt Bonds, yield calculations, weighted average maturity calculations, other information included in the 8038 statistics report, verification reports and arbitrage rebate reports; and

(vi) Disposition Proceeds. Documents, if any, evidencing the sale or other disposition of the financed property.

(b) Required Retention Periods. The Borrower covenants to retain the above described records until the date that is six years after the complete retirement of the Series 2021 Tax-Exempt Bonds.

(c) Form of Records. The Borrower covenants that all records will be kept in a manner that ensures complete access thereto for the applicable above described period either in hard copy or electronic format. If the records are kept in electronic format, compliance is necessary with the requirements of Revenue Procedure 97-22, 1997-1 C.B. 652, which provides guidance for maintaining books and records by using an electronic storage system that either images their hardcopy books and records or transfers their computerized books and records to an electronic storage media (e.g., an electronic data compression system).

(d) Failure to Retain Records. The Borrower acknowledges that a failure to maintain material records required to be retained by this Section may result in the loss of the exclusion of interest on the Series 2021 Tax-Exempt Bonds from gross income for federal tax purposes and could cause additional arbitrage rebate to be owed.

Section 3.4 Fair Market Value; Certificates of Deposit and Investment Agreements. The Borrower will direct the Trustee to continuously invest, or will direct the Underwriter to continuously invest, all amounts that constitute Gross Proceeds and all amounts on deposit in the Rebate Fund, together with the amounts, if any, to be transferred to the Rebate Fund, in any investment permitted under this Tax Agreement and the Indenture. In making such investments, the Borrower shall take into account prudent investment standards and the date on which such moneys may be needed. Except as provided in the next sentence, all amounts that constitute Gross Proceeds and all amounts in the Rebate Fund shall be invested at all times to the greatest extent practicable, and no amounts may be held as cash or be invested in zero yield investments other than obligations of the United States purchased directly from the United States. In the event moneys cannot be invested, other than as provided in this sentence, due to the denomination, price or availability of investments, the Underwriter may invest all such amounts in an interest bearing deposit of a bank with a yield not less than that paid to the general public or hold such moneys uninvested to the minimum extent necessary.

For purposes of determining the purchase price of investments (for either yield restriction or rebate purposes), Gross Proceeds and any amounts in the Rebate Fund that are invested in certificates of deposit or Guaranteed Investment Contracts ("GICs") shall be invested in accordance with the following provisions:

(a) Investments in certificates of deposit of banks or savings and loan associations that have a fixed interest rate, fixed payment schedules and substantial penalties for early

withdrawal shall be made only if either (i) the Yield on the certificate of deposit (A) is not less than the Yield on reasonably comparable direct obligations of the United States and (B) is not less than the highest Yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public or (ii) the investment is an investment in a GIC and qualifies under paragraph (b) below.

(b) Investments in GICs shall be made only if

(i) the bid specifications are in writing, include all material terms of the bid and are timely forwarded to potential providers (a term is material if it may directly or indirectly affect the yield on the GIC);

(ii) the terms of the bid specifications are commercially reasonable (a term is commercially reasonable if there is a legitimate business purpose for the term other than to reduce the yield on the GIC);

(iii) all bidders for the GIC have equal opportunity to bid so that, for example, no bidder is given the opportunity to review others bids (a last look) before bidding;

(iv) any agent used to conduct the bidding for the GIC does not bid to provide the GIC;

(v) at least three of the providers solicited for bids for the GIC are reasonably competitive providers of investments of the type purchased (i.e., providers that have established industry reputations as competitive providers of the type of investments being purchased);

(vi) at least three of the entities that submit a bid do not have a financial interest in the Series 2021 Tax-Exempt Bonds;

(vii) at least one of the entities that provided a bid is a reasonably competitive provider that does not have a financial interest in the Series 2021 Tax-Exempt Bonds;

(viii) the bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Borrower or any other person (whether or not in connection with the Series 2021 Tax-Exempt Bonds) and that the bid is not being submitted solely as a courtesy to the Borrower or any other person for purposes of satisfying the federal income tax requirements relating to the bidding for the GIC;

(ix) the determination of the terms of the GIC takes into account the reasonably expected deposit and drawdown schedule for the amounts to be invested;

(x) the highest-yielding GIC for which a qualifying bid is made (determined net of broker's fees) is in fact purchased; and

(xi) the obligor on the GIC certifies the administrative costs that it is paying or expects to pay to third parties in connection with the GIC;

(c) If a GIC is purchased, the Borrower will retain the following records with its bond documents until three years after the Series 2021 Bonds are redeemed in their entirety;

(i) a copy of the GIC;

(ii) the receipt or other record of the amount actually paid for the GIC, including a record of any administrative costs paid, and the certification under paragraph (b)(xi) of this section;

(iii) for each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results; and

(iv) the bid solicitation form and, if the terms of the GIC deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

Moneys to be rebated to the United States shall be invested in investments maturing on or prior to the anticipated rebate date. All investments of Gross Proceeds and amounts in the Rebate Fund shall be bought and sold at fair market value. The fair market value of an investment is the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction. Except as described in subsections (a), (b) and (c) above and except for United States Treasury Obligations that are purchased directly from the United States Treasury, only investments that are traded on an established securities market, within the meaning of regulations promulgated under Section 1273 of the Code, will be purchased with Gross Proceeds. In general, an "established securities market" includes: (i) property that is listed on a national securities exchange, an interdealer quotation system or certain foreign exchanges; (ii) property that is traded on a Commodities Futures Trading Commission designated board of trade or an interbank market; (iii) property that appears on a quotation medium; and (iv) property for which price quotations are readily available from dealers and brokers. A debt instrument is not treated as traded on an established securities market solely because it is convertible into property which is so traded.

An investment of Gross Proceeds in an External Commingled Fund shall be made only to the extent that such investment is made without an intent to reduce the amount to be rebated to the United States Government or to create a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the rebate or yield restriction requirements not been relevant to the Issuer and the Borrower. An investment of Gross Proceeds shall be made in a Commingled Fund other than an External Commingled Fund only if the investments made by such Commingled Fund satisfy the provisions of this Section 3.4.

The foregoing provisions of this Section 3.4 satisfy various safe harbors set forth in the Regulations relating to the valuation of certain types of investments. The safe harbor provisions of this Section 3.4 are contained herein for the protection of the Issuer and the Borrower, who have covenanted not to take any action to adversely affect the tax-exempt status of the interest on the Series 2021 Tax-Exempt Bonds. The Borrower will contact Bond Counsel if it does not wish

to comply with the provisions of this Section 3.4 and forego the protection provided by the safe harbors provided herein.

ARTICLE IV

ADDITIONAL PAYMENTS

In addition to the amounts provided in this Tax Agreement, the Borrower hereby agrees to pay to the Trustee for deposit in the Rebate Fund for payment to the United States any amount which under Section 148(f) of the Code and/or under Section 1.148-5(c) of the Regulations must be deposited in the Rebate Fund for payment to the United States with respect to the Series 2021 Tax-Exempt Bonds.

ARTICLE V

YIELD AND YIELD LIMITATIONS

Section 5.1 Issue Price. The Underwriter has certified in **Exhibit C** hereto that, among other things, the Series 2021 Tax-Exempt Bonds were sold at the issue prices listed in **Exhibit C** hereto. The Borrower's financial advisor has also provided certain certifications in **Exhibit H** hereto related to the Series 2021 Tax-Exempt Bonds.

Section 5.2 Yield Limits.

(a) All Gross Proceeds of the Series 2021 Tax-Exempt Bonds and all amounts in the Rebate Fund, to the extent not exempted in (b) below, shall be invested at market prices and at a yield (after taking into account any Yield Reduction Payments to the extent permitted by and made pursuant to Section 1.148-5(c) of the Regulations) not in excess of the yield on the Series 2021 Tax-Exempt Bonds.

(b) The following may be invested without yield restriction:

(i) amounts invested in Tax Exempt Obligations (to the extent permitted by the Indenture);

(ii) amounts in the Rebate Fund;

(iii) amounts deposited in the Bond Fund that have not been on deposit under the Indenture for more than 13 months so long as such fund continues to qualify as a bona fide debt service fund as described in Section 2.2 of this Tax Agreement;

(iv) amounts in the Project Fund prior to the earlier of three years from Closing or the completion (or abandonment) of the Series 2021 Facilities;

(v) all amounts for the first 30 days after they become Gross Proceeds;

(vi) all amounts derived from the investment of sale proceeds of the Series 2021 Tax-Exempt Bonds and investment earnings thereon for a period of one year from the date received; and

(vii) an amount not to exceed, in the aggregate, $100,000 for Gross Proceeds of the Series 2021 Tax-Exempt Bonds (the "Minor Portion").

Section 5.3 Continuing Nature of Yield Limits. Subject to Section 9.5, once moneys are subject to the yield limits of Section 5.2 hereof, they remain yield restricted until they cease to be Gross Proceeds.

Section 5.4 Loan Payments. Loan Payments by the Borrower under the Loan Agreement exactly equal debt service payments on the Series 2021 Bonds. The earnings and profits of any temporary investment of amounts held under the Indenture will accrue to the Borrower and not to the Issuer. It is not expected that the Borrower will make any deposits

sooner than necessary under the Indenture, provided that the Borrower may make deposits in the Bond Fund to affect the redemption of the Series 2021 Tax-Exempt Bonds.

Section 5.5 Federal Guarantees. Except for investments meeting the requirements of Sections 5.2(b) hereof, investments of Gross Proceeds shall not be made in (a) investments constituting obligations of or guaranteed, directly or indirectly, by the United States (except obligations of the United States Treasury, obligations guaranteed by the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Student Loan Marketing Association, any guarantee by the Bonneville Power Issuer pursuant to the Northwest Power Act (16 U.S.C. 839d) as in effect on the date of enactment of the Tax Reform Act of 1984, or investments in obligations issued pursuant to Section 21B(d)(3) of the Federal Home Loan Bank Act, as amended (e.g., Refcorp Strips)); or (b) federally insured deposits or accounts (as defined in Section 149(b)(4)(B) of the Code). No portion of the payment of principal or interest on the Series 2021 Tax-Exempt Bonds or any credit enhancement or liquidity device relating to the foregoing is or will be guaranteed, directly or indirectly (in whole or in part), by the United States (or any agency or instrumentality thereof). No portion of the Gross Proceeds has been or will be used to make loans the payment of principal or interest with respect to which is or will be guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof).

Section 5.6 Other Payments Relating to the Series 2021 Bonds. The Issuer is charging an issuance fee in an amount equal to $[65,000], calculated in accordance with its issuance fee policy. Except for (a) the receipt of Loan Payments and as described above, (b) the payment of costs of issuance relating to the Series 2021 Bonds, (c) the payment of normal and customary fees and expenses of the Trustee, (d) the payment of fees of the Issuer as described above, (e) the Issuer's Annual Fee (annual Issuer fees in the amount of (i) 0.10% of the aggregate principal amount of the Bonds Outstanding (subject to a minimum amount of $15,000) through January 31, 2026, and (ii) 0.05% of the aggregate principal amount of the Bonds Outstanding (subject to a minimum amount of $7,500) thereafter, and (f) actual expenses and attorney's fees pursuant to Section 5.1 of the Loan Agreement, no consideration, in cash or in kind, is being or will be paid by any person to any person in connection with or relating to issuing, carrying or redeeming the Series 2021 Tax-Exempt Bonds or amounts owing under any credit enhancement or liquidity arrangement relating to the Series 2021 Tax-Exempt Bonds.

ARTICLE VI

PROGRAM COVENANTS

The Series 2021 Tax-Exempt Bonds are being issued by the Issuer as part of its program to finance educational facilities under the Act (the "Program"). In carrying out the Program, the Issuer acquires obligations ("Acquired Program Obligations") of governmental units and of nonprofit corporations that are organizations described in Section 501(c)(3) of the Code and are exempt from federal income taxation under Section 501(a) of the Code, which are engaged in trades or businesses that are related to their exempt purposes ("501(c)(3) Organizations"). At least 95 percent of all Acquired Program Obligations acquired under the Program, by amount of cost outstanding, are evidences of loans to state or local government entities or 501(c)(3) Organizations. At least 95 percent of all amounts received by the Issuer with respect to Acquired Program Obligations will be used for one or more of the following purposes: to pay principal, interest or redemption premium on obligations issued by the Issuer in pursuance of the Program; to pay, or reimburse the Issuer for payment of, administrative costs or fees of issuing its obligations; to pay, or reimburse the Issuer for payment of, administrative and other costs and anticipated future losses directly related to the Program; to make additional loans for the general purposes of the Program; or to redeem and retire Issuer obligations at the next earliest possible date of redemption. Neither the Borrower or any member of the same Controlled Group as the Borrower shall purchase the Issuer's obligations in any amount related to the amount of obligations so acquired by the Issuer under the Loan Agreement and there is no arrangement, formal or informal, to the contrary.

ARTICLE VII

DEFINITIONS

"Bond Counsel" means, collectively, Ice Miller LLP and Watson Sloane PLLC, as co-bond counsel in connection with the issuance of the Series 2021 Tax-Exempt Bonds, or any other nationally recognized firm of attorneys experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds.

"Bond Year" means each successive one-year period ending on the day next preceding the anniversary of the Closing Date and the short last bond year ending on the final maturity date.

"Capital Expenditures" means costs of a type that would be properly chargeable to a capital account under the Code (or would be so chargeable with a proper election) under federal income tax principles if the Borrower was treated as a corporation subject to federal income taxation, taking into account the definition of Placed in Service set forth herein.

"Capital Reserve Fund" means the Capital Reserve Fund created pursuant to the Indenture.

"Closing" or "Closing Date" means the date of this Tax Agreement, which is the first date on which the Issuer is receiving the purchase price for the Series 2021 Tax-Exempt Bonds.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commingled Fund" means any fund or account containing both Gross Proceeds and amounts in excess of $25,000 that are not Gross Proceeds if the amounts in the fund or account are invested and accounted for, collectively, without regard to the source of funds deposited in the fund or account. An open-ended regulated investment company under Section 851 of the Code is not a Commingled Fund.

"Controlled Group" means a group of entities directly or indirectly controlled by the same entity or group of entities. An entity or group of entities (the "controlling entity") directly controls another entity (the "controlled entity"), in general, if it possesses either of the following rights or powers and the rights or powers are discretionary and non- ministerial:

(i) The right or power both to approve and to remove without cause a controlling portion of the governing body of the controlled entity; or

(ii) The right or power to require the use of funds or assets of the controlled entity for any purpose of the controlling entity.

A controlling entity indirectly controls all entities controlled, directly or indirectly, by an entity controlled by such controlling entity.

"Costs of Issuance" means the costs of issuing the Series 2021 Tax-Exempt Bonds, including Underwriter's discount and legal fees.

"External Commingled Fund" means a Commingled Fund in which the Borrower and all members of the same Controlled Group as the Borrower own, in the aggregate, not more than ten percent of the beneficial interests.

"GIC" or "Guaranteed Investment Construct" means (a) any investment that has specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate and (b) any agreement to supply investments on two or more future dates (e.g., a forward supply contract).

"Gross Proceeds" means the amounts contained in the funds listed in **Appendix A** to **Exhibit E** hereto and further means, with respect to the Series 2021 Tax-Exempt Bonds (a) amounts actually or constructively received from the sale of the Series 2021 Tax-Exempt Bonds, including amounts used to pay Underwriter's discount or compensation and accrued interest other than accrued interest for a period not greater than one year before Closing and paid within one year after the Closing, including amounts derived from the sale of any right that is part of the terms of a Series 2021 Tax-Exempt Bond or is otherwise associated with a Series 2021 Tax-Exempt Bond (e.g., a redemption right), (b) all amounts in the funds and accounts created with respect to the Series 2021 Tax-Exempt Bonds (other than the Rebate Fund), (c) any other Replacement Proceeds, and (d) amounts actually or constructively received from the investment and reinvestment of amounts described in (a) and (b) above.

"Issuer" is defined in the preamble to this Tax Agreement.

"New Money Portion of the Series 2021 Tax-Exempt Bonds" means the portion of the proceeds of the Series 2021 Tax-Exempt Bonds, including investment earnings thereon, used to pay costs of the Series 2021 Facilities and pay related costs of issuing the Series 2021 Tax-Exempt Bonds.

"Placed in Service" means the date on which, based on all facts and circumstances (a) a facility has reached a degree of completion that would permit its operation at substantially its design level and (b) the facility is, in fact, in operation at such level.

"Qualified Administrative Costs of Investments" means (a) reasonable, direct administrative costs (other than carrying costs) such as separately stated brokerage or selling commissions (other than a broker's commission paid on behalf of either the Issuer or the provider of a GIC or investments in a yield restricted defeasance escrow to the extent the aggregate broker's commission or similar fees paid with respect to all such investments relating to any issue of bonds exceeds $118,000 and with respect to a particular investment or escrow, such commission or similar fee exceeds the lesser of $42,000 and .2% of the computational base, or if more, $4,000. (For this purpose, computational base shall mean in the case of GIC, the amount of gross proceeds the Issuer reasonably expects as of the date the GIC is acquired to be deposited in the GIC over its term and in the case of a yield restricted defeasance escrow, the amount of gross proceeds initially invested in such investments.)), but not legal and accounting fees, record keeping, custody and similar costs; (b) all administrative costs, direct or indirect, incurred by a publicly offered regulated investment company or an External Commingled Fund; or (c) in the case of purpose investments, costs or expenses paid directly to purchase, carry, sell or retire the

investment and costs of issuing, carrying, or repaying the Series 2021 Tax-Exempt Bonds, and any Underwriter fee or underwriter's fee or discount.

"Rebate Fund" means the Rebate Fund created by Section 3.14 of the Indenture, which is not pledged to the payment of the Series 2021 Tax-Exempt Bonds.

"Regulations" means United States Treasury Regulations dealing with the tax-exempt bond provisions of the Code.

"Related Person" means any member of the same Controlled Group as the Issuer or the Borrower.

"Replacement Proceeds" means, (a) amounts in debt service funds, redemption funds, reserve funds, replacement funds or any similar funds, to the extent reasonably expected to be used directly or indirectly to pay principal of or interest on the Series 2021 Tax-Exempt Bonds or the obligations under any credit enhancement or liquidity device with respect to the Series 2021 Tax-Exempt Bonds, (b) any amounts for which there is provided, directly or indirectly, a reasonable assurance, in substance, that the amounts will be available to pay principal of or interest on the Series 2021 Tax-Exempt Bonds or the obligations under any credit enhancement or liquidity device with respect to the Series 2021 Tax-Exempt Bonds or the Loan Agreement, even if the Issuer or the Borrower encounters financial difficulties, including any liquidity device or negative pledge to the extent described in Section 1.148-1(c)(3)(ii) of the Regulations and (c) any other amounts treated as replacement proceeds under Section 1.148-1(c) of the Regulations.

"Sale Proceeds" means amounts actually or constructively received from the sale of the Series 2021 Tax-Exempt Bonds, including (a) amounts used to pay Underwriter's discount or compensation and accrued interest, other than accrued interest for a period not greater than one year before Closing but only if it is to be paid within one year after Closing and (b) amounts derived from the sale of any right that is part of the terms of a Series 2021 Tax-Exempt Bond or is otherwise associated with a Series 2021 Tax-Exempt Bond(e.g., a redemption right).

"Tax Agreement" means this Tax Regulatory Agreement.

"Tax Certificate" means the Borrower's Certificate Regarding the Total Financed Property and the Expenditure of Funds, dated the Closing Date and executed in connection with the issuance of the Series 2021 Tax-Exempt Bonds.

"Tax-Exempt Obligations" means (a) obligations described in Section 103(a) of the Code, the interest on which is excludable from the gross income of the owner thereof for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed by Section 55 of the Code, (b) interests in regulated investment companies to the extent that at least 95 percent of the income to the holder of the interest is interest that is excludable from the gross income of any owner thereof under Section 103 of the Code for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed by Section 55 of the Code and (c) certificates of indebtedness issued by the United States Treasury pursuant to the Demand Deposit State and Local Government Series program described in 31 CFR part 344.

"Yield" means that discount rate which when used in computing the present value of all payments of principal and interest paid and to be paid on an obligation (using semiannual compounding on the basis of a 360-day year) produces an amount equal to the obligation's purchase price (or in the case of the Series 2021 Tax-Exempt Bonds, the issue price as established in Section 5.1), including accrued interest.

"Yield Reduction Payment" means a rebate payment or any other amount paid to the United States in the same manner as rebate amounts are required to be paid or at such other time or in such manner as the Internal Revenue Service may prescribe that will be treated as a reduction in Yield of an investment under the Regulations.

ARTICLE VIII

CONCERNING THE TRUSTEE

Section 8.1 Trustee Charges and Expenses; Other Expenses. The Borrower hereby agrees to pay to the Trustee all reasonable fees, costs and expenses of such Trustee charged or incurred in connection with its services as Trustee and any payments due the Trustee under Section 8.3 hereof, including legal fees and expenses of agents such as accountants employed in connection with any calculations required to be made pursuant to this Tax Agreement. The Borrower shall pay all fees, charges and expenses, including attorney fees and expenses, of the Issuer incurred in connection with this Tax Agreement.

Section 8.2 Resignation and Removal of the Trustee. The Trustee at the time acting hereunder may at any time resign by executing any instrument in writing resigning such trusts and specifying the date when such resignation shall take place, and filing the same with the Issuer, the Borrower, and the registered owners of the Series 2021 Tax-Exempt Bonds as provided in the Indenture.

The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and the Issuer, and signed by the owners of a majority in aggregate principal amount of Series 2021 Bonds then outstanding as provided in the Indenture. The Trustee may also be removed under certain other provisions of the Indenture.

The Trustee shall on the written request of the Issuer, or of its successor, execute and deliver an instrument transferring to its successor Trustee all the estates, properties, rights, powers and trusts of such predecessor under the Indenture; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee under the Indenture to its successors. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, subject to Section 12.22 of the Loan Agreement, on request, be executed, acknowledged and delivered by the Issuer.

Any corporation or association into which the Trustee may be merged or converted, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, provided such corporation or association is eligible under the Indenture to be Trustee, shall be and become the successor Trustee hereunder and under the Indenture and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.3 Acceptance. The Trustee shall not be under any liability for interest on any moneys received hereunder except that the Trustee shall invest the funds in the Rebate Fund as set forth in the Indenture. Notwithstanding the foregoing, the Trustee has no responsibility or

liability with respect to the tax status of the Bonds. The Trustee shall not be liable or responsible for any calculation or determination which may be required in connection with, or for the purpose of complying with, Section 148 of the Code, or any successor statute or any regulation, ruling or other judicial or administrative interpretation thereof, including, without limitation, the calculation of amounts required to be paid to the United States of America or the determination of the maximum amount which may be invested in non-purpose obligations having a yield higher than the yield on the Bonds, it being acknowledged and agreed that the sole obligation of the Trustee with respect to the investment of moneys held under any fund or account created under the Indenture shall be to invest such moneys in accordance with instructions received by it in accordance with the Indenture.

In acting hereunder, the Trustee shall be entitled to all rights, protections, and immunities granted to it under Article IX of the Indenture. When any consent or other action by the Trustee is called for pursuant to this Tax Agreement, it may defer such action or consent until it receives direction from the Registered Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding. The Trustee shall be entitled to reimbursement for expenses reasonably incurred and advances reasonably made, with interest, in the performance of its obligations hereunder. Notwithstanding anything to the contrary herein, absent gross negligence or willful misconduct, the Trustee shall not be liable to the Issuer, the Borrower, or any Registered Owner or Beneficial Owner of the Bonds for any action taken or not taken hereunder.

The Trustee will, subject to the terms of the Indenture, including its receipt of indemnity satisfactory to it, take such further action as the Borrower may request in a written direction to the Trustee, which written direction indicates that such action is required to comply with the rebate requirements contained in Section 148(f) of the Code as provided in the Indenture.

ARTICLE IX

TAX CERTIFICATE; MISCELLANEOUS

Section 9.1 Tax Certificate. The Borrower covenants that they will take all actions that may be necessary to cause all representations and covenants in the Tax Certificate with respect to future events to be true.

Section 9.2 Termination; Interest of Borrower and Issuer in Rebate Fund. This Tax Agreement shall terminate if (a) the Issuer shall have filed with the Trustee and the Borrower a written notice of termination of this Tax Agreement, which notice shall contain a certification that the Series 2021 Tax-Exempt Bonds have been fully paid and retired at least 75 days prior to the effective date of termination, (b) all amounts due to the Trustee under Section 8.1 hereof shall have been paid to the Trustee, (c) the final rebate calculation shall have been made, and any required rebate payment has been made and (d) all amounts remaining on deposit in the Rebate Fund, if any, shall have been paid to or upon the order of the United States. Notwithstanding the foregoing, the provisions of Section 3.3 hereof shall not terminate until the sixth anniversary of the date the Series 2021 Tax-Exempt Bonds are fully paid and retired. Termination of this Tax Agreement shall not affect the provisions of Section 8.3 hereof with respect to the duties and liabilities of the Trustee.

The parties hereto recognize that amounts, if any, on deposit in the Rebate Fund are held for payment to the United States Treasury. The foregoing notwithstanding, the Borrower and the Issuer shall be deemed to have an interest in such amounts to the extent such amounts represent amounts available to satisfy the obligation of the Issuer and the Borrower to rebate certain amounts to the United States Treasury with respect to the Series 2021 Tax-Exempt Bonds.

Section 9.3 No Common Plan of Financing. Except for the Series 2021C Bonds, since December 5, 2021, the Issuer has not knowingly and neither the Borrower or any Related Person to it has sold or delivered (nor will any such entity sell or deliver within 15 days of the Closing Date) any other obligations that are reasonably expected to be paid out of substantially the same source of funds as the Series 2021 Tax-Exempt Bonds or will be paid directly or indirectly from the proceeds of the Series 2021 Tax-Exempt Bonds. The Series 2021C Bonds are not tax-advantaged bonds and, as a result, are not treated as the same issue as the Series 2021 Tax-Exempt Bonds for federal tax purposes.

Section 9.4 No Investment-Type Property and Reasonable Expectations. No portion of the Total Financed Property (as defined in the Tax Certificate) is expected to be held principally as a passive vehicle for the production of income. In addition, no proceeds of the Series 2021 Tax-Exempt Bonds (including investment earnings thereon) will be used to make, directly or indirectly, a prepayment for property and services for the principal purpose of receiving an investment return from the time the prepayment is made until the time payment otherwise would be made. The Borrower reasonably expects, for the entire term of the Series 2021 Tax-Exempt Bonds, (i) that the Series 2021 Tax-Exempt Bonds will not meet the "private business tests" or the "private loan financing test" (all within the meaning of Section 1.141-1 and 2 of the Regulations) and (ii) that the Series 2021 Tax-Exempt Bonds will satisfy the ownership test of Section 145(a)(1) of the Code, all as modified or referenced in Section 1.145-2(b) of the

Regulations. The Borrower further represents that none of the Series 2021 Tax-Exempt Bonds were expected to meet the private business tests or private loan financing tests, considered separately, as of their respective issue or incurrence date.

Section 9.5 Future Events. The Issuer and the Borrower acknowledge that any changes in facts or expectations from those set forth herein may result in different yield restrictions or rebate requirements from those set forth herein and in the Letter of Bond Counsel attached hereto as **Exhibit E** and agree that Bond Counsel will be contacted if such changes do occur.

Section 9.6 Permitted Changes; Opinion of Bond Counsel. The yield restrictions contained in Section 5.2 or any other restriction or covenant contained herein need not be observed or may be changed if the Issuer, the Trustee and the Borrower receive an opinion of Bond Counsel to the effect that such noncompliance or change will not result in the loss of any exemption for the purpose of federal income taxation to which interest on the Series 2021 Tax-Exempt Bonds is otherwise entitled.

Section 9.7 IRS Form 8038. The Borrower hereby certifies under penalty of perjury that the information contained in the IRS Form 8038 and attached hereto as **Exhibit D** is true and correct. The Issuer hereby authorizes the Borrower to file the signed IRS Form 8038, and the Borrower agrees to file that form with the IRS within the time prescribed by the IRS and to provide the Issuer with a copy of the form as filed, together with correspondence with the IRS.

Section 9.8 Severability. If any clause, provision or section of this Tax Agreement is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, sections or provisions hereof.

Section 9.9 Counterparts. This Tax Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.10 Notices. All notices, demands, communications and requests which may or are required to be given hereunder or by any party hereto shall be deemed given on the date on which the same shall have been mailed by registered or certified mail, postage prepaid, addressed as follows:

(a) If to the Issuer, at:

Capital Trust Agency
315 Fairpoint Drive
Gulf Breeze, Florida 32561
Attention: Executive Director
Phone: (850) 934-4046
E-mail: dmckinnon@muniad.com

(b)	If to the Borrower, at:	Milestones Community School, Inc. d/b/a Imagine Schools at West Melbourne 3355 Imagine Way Melbourne, Florida 32904 Attention: Board Chair
	With a copy to:	Goren Cherof Doody & Erzol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 Attention: Julie Klahr Phone: (954) 771-4500 x5023 Email: JKlahr@gorencherof.com
(c)	If to the Trustee, at:	UMB Bank, National Association 120 South Sixth Street, Suite 1400 Minneapolis, Minnesota 55402 Attention: Claire Alber, Corporate Trust Services Email: Claire.Alber@umb.com

The Issuer, the Trustee, and the Borrower may, by notice given to the others, designate any different addresses to which subsequent notices, demands, requests or communications shall be sent.

Section 9.11 Successors and Assigns. The terms, provisions, covenants and conditions of this Tax Agreement shall bind and inure to the benefit of the respective successors and assigns of the Issuer, the Borrower, and the Trustee.

Section 9.12 Headings. The headings of this Tax Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Tax Agreement.

Section 9.13 Governing Law. This Tax Agreement shall be construed in accordance with and governed by the laws of the State applicable to contracts made and performed in the State. This Tax Agreement shall be enforceable in the State, and any action arising hereunder shall (unless waived by the Issuer in writing) be filed and maintained in Seminole County, Florida.

Section 9.14 Expectations. On the basis of the facts, estimates and circumstances presented by the Borrower and other persons in existence on the date of issuance of the Series 2021 Tax-Exempt Bonds, it is not expected that the proceeds from the sale of the Series 2021 Tax-Exempt Bonds or any other moneys or property will be used in a manner that will cause the Series 2021 Tax-Exempt Bonds to be arbitrage bonds within the meaning of Section 148 of the Code and Regulations. To the extent the Issuer is relying on the representations, expectations and covenants of the Borrower, the Issuer, without undertaking any independent investigation or inquiry, has no reason to believe that the representations, expectations and covenants are untrue, incorrect or unreliable.

Section 9.15 Post-Issuance Compliance Procedures. The Borrower agrees to comply with the post-issuance compliance procedures set forth in Exhibit N to the Loan Agreement.

Section 9.16 Reliance on Other Parties. Except as expressly set forth, as and to the extent pertaining to the Issuer, in the introductory paragraphs and in Sections 1.3 (first paragraph), 1.71.9, 2.1, 2.2, 2.4(a), 2.6, 3.1, and 5.6, and in Article VI of this Tax Agreement, the Issuer is making the certifications and representations herein (including, without limitation, as to its expectations concerning the uses of the proceeds of the Series 2021 Tax-Exempt Bonds and the use and operation of the Series 2021 Facilities and other matters) in reliance, without independent inquiry or investigation, upon representations and certifications of the Borrower and other parties set forth in this Tax Agreement and the exhibits hereto, in any other document or agreement executed and delivered in connection with the Series 2021 Tax-Exempt Bonds (regardless of whether the Issuer is a party thereto) or in any other document otherwise included in the books and records with respect to the Series 2021 Tax-Exempt Bonds. Although the Issuer has made no independent investigation of the representations of other parties, including the Borrower, the Issuer is not aware of any facts or circumstances that would cause it to question the accuracy or reasonableness of any representation or certification made in this Tax Agreement. With respect to any representations or certifications regarding matters of federal tax law, the Issuer is relying exclusively on the advice of Bond Counsel. With respect to its covenants herein, the Issuer is relying upon the faithful performance by the Trustee and the Borrower of their respective obligations under the Indenture and Loan Agreement pertinent hereto. Performance by the Issuer of its covenants and obligations herein is subject to the provisions of Section 12.22 of the Loan Agreement.

Although this Tax Agreement is dated as of December 1, 2021, all representations and certifications contained herein are given as of December 23, 2021.

Section 9.17 Reliance by Bond Counsel. The undersigned parties entering into this Tax Agreement with the understanding and acknowledgement that Bond Counsel will rely, in part, on the representations and the certifications made herein rendering its opinion that interests on the Series 2021 Tax-Exempt Bonds are excludable from the gross income of the Series 2021 Tax-Exempt Bonds for federal income tax purposes under Section 103 of the Code.

IN WITNESS WHEREOF, the Issuer, the Borrower and the Trustee have each caused this Tax Regulatory Agreement to be executed in its own name and on its own behalf by its duly authorized officer, all as of the date set forth above.

CAPITAL TRUST AGENCY

By: _____
Denis A. McKinnon, III, Executive Director

MILESTONES COMMUNITY SCHOOL, INC. D/B/A IMAGINE SCHOOLS AT WEST MELBOURNE

By: _____

Melissa Koretsky, Chair

UMB BANK, NATIONAL ASSOCIATION,
as Trustee

By: _____

Name: Katie Carlson

Title: Vice President

EXHIBIT A

SOURCES AND USES OF BONDS

SOURCES	
Series 2021 Tax-Exempt Bonds	$[_____]
Less Original Issue Discount	([_____])
Estimated Earnings on the Project Fund[1]	[_____]
TOTAL	**$[_____]**
USES	
Costs of Issuance (excluding Underwriter's Discount)	$[_____]
Underwriter's Discount	[_____]
Capital Needs Reserve Account	[_____]
Project Fund[2]	[_____]
Estimated Earnings on the Project Fund[1]	[_____]
TOTAL	**$[_____]**

[1] Assuming amounts on deposit in the Project Fund are invested at 0.50%.
[2] Detail in Section 2.1(a).

EXHIBIT B

RESERVED

EXHIBIT C

CERTIFICATE OF UNDERWRITER

December 23, 2021

The undersigned, as an officer of Piper Sandler & Co. ("Piper Sandler"), hereby certifies as follows:

1. Piper Sandler, Milestones Community School, Inc. d/b/a Imagine Schools at West Melbourne (the "Borrower"), and Capital Trust Agency (the "Issuer"), executed on December 21, 2021 (the "Sale Date") a Bond Purchase Agreement (the "Series 2021 Bond Purchase Agreement") in connection with the Issuer's $[XXX] Capital Trust Agency Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021A (Senior) (the "Series 2021A Bonds"), $[YYY] Capital Trust Agency Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021B (Subordinate) (the "Series 2021B Bonds" and, together with the Series 2021A Bonds, the "Series 2021 Tax-Exempt Bonds") and the $[ZZZ] Taxable Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021C (the "Series 2021C Bonds" and together with the Series 2021 Tax-Exempt Bonds, the "Series 2021 Bonds"). The Bond Purchase Agreement has not been modified since its execution on the Sale Date.

2. Piper Sandler hereby confirms that as of the date of this Certificate, for each Maturity of the Series 2021 Tax-Exempt Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Appendix A (the "Initial Offering Prices"), there being no accrued interest.

3. Piper Sandler hereby confirms that all of the Series 2021 Tax-Exempt Bonds have been the subject of a bona fide initial offering to the Public at the Initial Offering Prices. Based upon Piper Sandler's assessment of then-prevailing market conditions, the Initial Offering Price of each Series 2021 Tax-Exempt Bond is not less than the fair market value of each Series 2021 Tax-Exempt Bond as of the Sale Date.

4. Piper Sandler hereby confirms that, based on the amortization schedule set forth in the Indenture relating to the Series 2021 Tax-Exempt Bonds, the CUSIP number assigned to the final maturity of the Series 2021 Tax-Exempt Bonds is _____.

5. Piper Sandler has not and will not receive any compensation from the proceeds of the sale of the Series 2021 Tax-Exempt Bonds, including investment earnings thereon, in excess of its Underwriter's discount of $_____ for the Series 2021 Tax-Exempt Bonds, plus miscellaneous costs associated with the sale of the Series 2021 Tax-Exempt Bonds.

6. All of the Series 2021 Tax-Exempt Bonds were sold to the Public as part of the bona fide public offering with a stated redemption price at maturity that exceeds the Initial Offering Price of such maturity by more than 1/4 of 1% multiplied by the product of the stated

redemption price at maturity and the number of years to the stated average maturity date for such maturity. At the direction of Ice Miller LLP and Watson Sloane PLLC, Bond Counsel, the Bond Yield was computed as if the Series 2021 Tax-Exempt Bonds were redeemed at the respective present value thereof.

7. No Series 2021 Tax-Exempt Bond bears interest at an increasing interest rate.

8. Piper Sandler hereby acknowledges and confirms the receipt of the Series 2021 Bonds.

9. Piper Sandler has sold all of the Series 2021 Bonds to initial purchasers of the Series 2021 Bonds that have delivered investor letters stating that such initial purchasers are (i) "qualified institutional buyers" as defined in Rule 144A of the Securities Act of 1933, as amended (the "Securities Act") or (ii) "accredited investors' as defined in Rule 501(a), Regulation D of the Securities Act.

The following terms used herein have the meanings set forth below:

"Maturity" means Series 2021 Tax-Exempt Bonds with the same credit and payment terms. Series 2021 Tax-Exempt Bonds with different maturity dates, or Series 2021 Tax-Exempt Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

"Underwriter" means, for purposes of this Certificate, (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2021 Tax-Exempt Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2021 Tax-Exempt Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2021 Tax-Exempt Bonds to the Public).

All terms not defined herein shall have the same meanings as in the Tax Regulatory Agreement to which this Certificate is attached.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Piper Sandler's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned is an officer of Piper Sandler and duly authorized to execute and deliver this Certificate of Underwriter and understands that the foregoing information will be relied upon by the Issuer and the Borrower with respect to certain of the representations set forth in the Tax Regulatory Agreement and with respect to compliance with the federal income tax rules affecting the Series 2021 Tax-Exempt Bonds, and by Ice Miller

LLP and Watson Sloane PLLC, Bond Counsel, in connection with rendering their opinions that the interest on the Series 2021 Tax-Exempt Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038, and other federal income tax advice that they may give to the Issuer and the Borrower from time to time relating to the Series 2021 Tax-Exempt Bonds.

[Remainder of page intentionally left blank]

Dated as of the date first written above.

PIPER SANDLER & CO.

By: _____
Wesley Olson, Vice President

APPENDIX A

INITIAL OFFERING PRICES

Maturity Date	Maturity Date	Amount	Rate	Price	Discount
Series 2021A Bonds		$[XXX]			
Series 2021B Bonds		[YYY]			

EXHIBIT D

IRS FORM 8038

SEE ATTACHED

EXHIBIT E

LETTER OF BOND COUNSEL

December 23, 2021

Capital Trust Agency

Milestones Community School, Inc. d/b/a Imagine Schools at West Melbourne

UMB Bank, National Association, as Trustee

Re: $[XXX] Capital Trust Agency Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021A (Senior) and $[YYY] Capital Trust Agency Educational Facilities Revenue Bonds (Imagine Schools at West Melbourne Project), Series 2021B (Subordinate)

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance on this date of the above-referenced bonds (the "Bonds"). In a Tax Regulatory Agreement delivered by each of you this date (the "Tax Agreement"), the Capital Trust Agency (the "Issuer") and Milestones Community School, Inc. d/b/a Imagine Schools at West Melbourne (the "Borrower") have agreed to comply with the arbitrage rebate requirements and yield restriction requirements of Section 148 of the Internal Revenue Code of 1986, and UMB Bank, National Association, as Trustee (the "Trustee"), has agreed to comply with certain of such requirements. The purpose of this letter is to set out generally the rules that you must follow to comply with the Tax Agreement. This letter does not describe how to actually compute the amount to be rebated to the United States, and due to the complexity involved, the computation will, in all likelihood, require consultation with an expert.

The Internal Revenue Service has issued final and temporary regulations relating to arbitrage and rebate matters. This letter is based upon these regulations, which are subject to change in the future. Such changes may require future recalculation of rebate amounts. For these reasons, it is very important for you and your tax advisors to keep abreast of developments in this area.

The following advice is based on factual information contained in the Tax Agreement. If the facts or expectations stated therein change, please call us to determine whether this results in a change in the following rules. Please note that the rules governing permissible yield on investments set forth in the Tax Agreement are in addition to the rebate rules and although you might be allowed to earn a yield in excess of Bond Yield under the yield restrictions rules, such excess may still be required to be rebated. In some cases, the payment of rebate may assist in compliance with the yield restriction requirements. Thus, rebate compliance and yield restriction may operate together rather than independently. In any case, rebate compliance is essential to the maintenance of the tax exemption of interest on the Bonds even if no amounts are subject to

yield restriction. Terms not defined herein shall have the meanings set forth in the Tax Agreement. Yield is defined in Article VII of the Tax Agreement.

General Rule. Except in the case of certain exceptions as summarized below, every five years and at the final retirement of all of the Bonds you must compute and pay (as described below) to the United States the difference (the "Excess Earnings") between the amount earned on all investments and reinvestments of "Gross Proceeds" (as defined in the Tax Agreement) of the Bonds ("Actual Earnings") and the amount that would have been earned if Gross Proceeds had been invested at Bond Yield (the "Allowable Earnings"). Earnings to be taken into account are not determined under normal tax accounting principles. In addition to taking into account earnings received (either actually or constructively), receipts with respect to investments that have not been liquidated are computed by assuming that such investments are, in essence, converted to cash as of each computation date (as such dates are described below). The "cash value" of investments determined in this manner is subject to many special rules. Under many circumstances, the "market value" of an investment may be used. The application of these rules is complex and requires a comprehensive understanding of the rebate regulations.

To properly plan for the eventual payment of rebate to the United States, we suggest that you make annual calculations estimating rebate liability. The Tax Agreement establishes a "rebate fund" into which you may also wish to deposit annual estimates of rebate liability so that the payment to the United States may be made from amounts set aside. Federal tax law does not however, require such set asides. In any event, we strongly encourage you to make an annual estimate of the rebate liability. The calculations can be lengthy and often produce surprising results. Experience in operating our rebate calculation service indicates that the calculation is far more difficult as the period of time for which the calculation is being performed increases.

Phantom Income. With certain exceptions, amounts paid for administrative costs are not treated as increasing earnings for purposes of rebate calculations. Administrative costs that do not increase earnings are reasonable, direct administrative costs, other than carrying costs, and generally include brokerage commissions or similar fees for the purchase of investment agreements (but only to the extent that the commission does not exceed the amounts listed under the definition of Qualified Administrative Costs of Investment in the Tax Agreement) and separately stated brokerage or selling commissions but not legal and accounting fees, record keeping, custody and similar costs and expenses.

Computation Dates. Each calculation of Excess Earnings should be made as of a "Computation Date." The Computation Date should be the same date in each calendar year (except that the final Computation Date should be the date on which all of the Bonds are actually retired). As indicated above, a Computation Date is required at least every five years. The first Computation Date must be on or before the fifth anniversary of the issuance of the Bonds. Each Computation Date, other than the final Computation Date, is the end of a bond year. A bond year ends on any date you choose within one year of the issuance of the Bonds. If you do not choose an ending date for a bond year, it will be the date immediately prior to the anniversary date of the issuance of the Bonds.

Excess Earnings on a fixed Yield issue are determined by comparing Actual Earnings as of a Computation Date with Allowable Earnings as of the same date. Allowable Earnings are

based on the Bond Yield as of such Computation Date. Bond Yield may change, but for reasons described below under "Bond Yield" such Bond Yield on a fixed Yield issue is unlikely to change over the life of the Bonds. If Bond Yield decreased as of a particular Computation Date, rebate (or additional rebate) may be due with respect to investments that have previously matured and the proceeds thereof spent.

On a variable Yield issue, Excess Earnings are computed for the period of time between Computation Dates (or from the date of issue of the Bonds in the case of the first Computation Date) by calculating Allowable Earnings based on Bond Yield for the period of time and comparing it with Actual Earnings for the same period. Once calculated for each such period, rebate for that period cannot change- i.e., a snapshot for that period is taken and it never changes. Prior to the first date on which a rebate payment is required, you may choose to treat the end of any bond year as a Computation Date for purposes of the snapshot approach. After such date, you must consistently treat either the end of each bond year or the end of each fifth bond year as Computation Dates, and you may not change these Computation Dates after the first required rebate payment date.

Bond Yield. For fixed rate issues, generally, Bond Yield is calculated based upon expected payments of principal of and interest on the Bonds (including amounts treated as interest). Bond Yield on a fixed rate issue is generally not required to be recalculated after the date of issuance except under certain limited circumstances. Generally, recomputation is required upon changes in hedging transactions (e.g., purchase or termination of a swap) or the transfer of rights associated with the Bonds (e.g., sale of call option). The actual rules for computing Bond Yield are quite complex, and if Bond Yield must be calculated or recalculated, an expert should be consulted.

For variable Yield issues, as discussed above, Bond Yield is computed as of each Computation Date for the period from the prior Computation Date (or from the date of issue of the Bonds in the case of the first Computation Date) to the current Computation Date, and it is based upon (i) the actual payments of principal and interest on the Bonds (including amounts treated as interest) and (ii) the assumed receipt on such date of an amount equal to the value of the outstanding Bonds. You may select the Computation Dates, using all information available, so as to minimize rebate liability. Such selection may be made at any time up to the first required payment date (generally, five years after the date of issue). Periods as short as one year or as long as five years may be selected. Following the selection, all subsequent periods must be one year or five-year periods. The choice of Computation Dates may affect the time when rebate computations and payments must be made. As with the calculation of yield on a fixed rate issue, the actual rules for computing Bond Yield are quite complex and an expert should be consulted. If you, at any time, enter into any "qualified hedges," as defined by the Regulations (which include, for example, certain types of interest rate swaps or interest rate caps), with respect to the Bonds, payments made or received under the qualified hedge must be taken into account in calculating Bond Yield.

Generally, upon conversion of a variable Yield issue to a fixed Yield issue, the Yield on the issue after the conversion date will be calculated under the fixed Yield rules discussed above. Certain special rules and elections apply upon such a conversion and an expert should be consulted.

Gross Proceeds. Gross Proceeds for the Bonds is defined in Article VII of the Tax Agreement. Based upon the facts and expectations presented in the Tax Agreement, the Gross Proceeds for the Bonds are all moneys and investments in the funds and accounts (regardless of where held) listed on **Appendix A**. If, contrary to the expectations described in the Tax Agreement, moneys or investments are pledged or otherwise set aside for payment of principal of or interest on the Bonds, such amounts may also constitute Gross Proceeds. Please call us if this occurs.

Universal Cap. Gross Proceeds will cease to be allocated to the Bonds (and will therefore be treated as if spent) if the amount of Gross Proceeds exceeds the outstanding amount of the Bonds (the "Universal Cap"). Although special rules are applicable in the case of discount bonds, the outstanding amount of bonds is roughly equal to the outstanding principal amount. Generally, but not always, the market value of investments is used to test the amount of Gross Proceeds. The Universal Cap may cause allocations on the second anniversary of the issue date and as of the first day of each bond year thereafter.

Commingled Funds. Funds allocated to two or more issues, or containing amounts that are not Gross Proceeds of the Bonds and amounts that are Gross Proceeds of the Bonds (including, for example, parity reserve funds) in which amounts are invested collectively without regard to source of funds must be treated as commingled funds. Investment earnings on commingled funds must be allocated to the Gross Proceeds of the Bonds according to a consistently applied reasonable ratable allocation method. Such method, for example, may be based on average daily balances. Investments in commingled funds must generally be valued annually to properly allocate unrealized gain or loss to the Gross Proceeds of the Bonds. This marked to market requirement does not apply to commingled debt service and debt service reserve funds and will generally not apply if the weighted average maturity of all investments held in the commingled fund during a particular fiscal year does not exceed eighteen months.

Bona Fide Debt Service Fund Exception to the General Rule. Based upon the information in the Tax Agreement delivered in connection with the Bonds, the Bond Fund is a bona fide debt service fund. If the aggregate earnings in the Bond Fund in a bond year (as described above under "Computation Dates") is less than $100,000, such fund will not be subject to the rebate requirement and you may keep such earnings for that year. If during such period earnings on the Bond Fund is $100,000 or greater, all such earnings will be subject to rebate. However, if the average annual debt service on the Bonds is no more than $2,500,000, you may treat the Bond Fund as satisfying the $100,000 limitation in each year. To the extent that the Bond Fund ceases to be a "bona fide debt service fund" as described in Section 2.2 of the Tax Agreement, some Bond Fund moneys may be subject to the rebate requirement (if this occurs, please call us for advice).

Six-Month Exception to the General Rule. If all Gross Proceeds (including earnings thereon) of the Bonds are spent within six months of the date the Bonds are issued, other than amounts deposited in a reasonably required reserve fund or a bona fide debt service fund, no rebate is required, except as described below in the case of an issue secured by a reasonably required reserve fund. If all Gross Proceeds of the Bonds (including earnings thereon) required to be spent are so spent within this six-month period, except for an amount not to exceed 5 percent of Bond Proceeds, and you spend such amount (plus earnings thereon) within one year from the

Closing, no rebate is required, except as described below in the case of any issue secured by a reasonably required reserve fund. If the issue is secured by a reasonably required reserve fund, rebate is required on the reserve fund from the date the Bonds are issued, but not on the other funds. To qualify for the six-month exception, there must not be collateral having a yield (as contrasted with a mortgage of real property) pledged to, or otherwise available for, the payment of the Bonds, other than a reasonably required reserve or replacement fund or a bona fide debt service fund. Even if you qualify for this exception, you may have to rebate with respect to any amounts that arise or are pledged to the payment of the Bonds at a later date. If this occurs, please call us for advice.

Eighteen-Month Exception to the General Rule. If all Gross Proceeds of the Bonds other than those in a reasonably required reserve or replacement fund, or a bona fide debt service fund, are expended at least as quickly as 15 percent within six months from the issue date of the Bonds, 60 percent within 12 months, and 100 percent within 18 months, then rebate will be required only with respect to a reasonably required reserve or replacement fund, if any, as described below. To test these percentages for the six-month and 12-month periods, earnings reasonably expected at Closing are used to calculate the total to which the percentages are applied. Actual earnings are used for the eighteen-month period test. If you exercise due diligence to complete the financed project and an amount not exceeding the lesser of 3 percent of the issue price of the Bonds or $250,000 remains unspent as of the end of the eighteenth month, you will be treated as satisfying the final expenditure requirement. In addition, a reasonable retainage of up to five percent of the net sale proceeds of the Bonds need not be spent until 30 months after the issue date of the Bonds. If the issue is secured by a reasonably required reserve fund, rebate is required on the reserve fund from the date the Bonds are issued, but not on the other funds. To qualify for the eighteen-month exception, there must not be collateral having a yield (as contrasted with a mortgage of real property) pledged to, or otherwise available for, the payment of the Bonds, other than a reasonably required reserve or replacement fund or a bona fide debt service fund. Even if you qualify for this exception, you may have to rebate with respect to any amounts that arise or are pledged to the payment of the Bonds at a later date. If this occurs, please call us for advice.

Two-Year Construction Expenditure Exception to the General Rule. Rebate can also be avoided if 75 percent of the "available construction proceeds" of the Bonds are expected to be used for construction expenditures (with respect to property that is owned by a governmental unit or a 501(c)(3) organization) and the proceeds of which are spent in accordance with the spend-down requirements set forth below. In general, amounts deposited in a bona fide service fund (other than original proceeds of the Bonds and investment earnings thereon) are not subject to rebate if the exception described above applies, but amounts in a reasonably required reserve fund are subject to rebate as of the earlier of substantial completion of construction or the date two years from the date of issuance of the Bonds. Generally, the spend-down requirements are as follows:

Period	Spend-Down Requirement
6 months	10%
12 months	45%
18 months	75%
24 months	100% (except for reasonable retainage up to 5%)
36 months	All reasonable retainages must be spent

In addition, if you exercise due diligence to complete the facilities, an amount not exceeding the lesser of three percent of the issue price of the issue or $250,000 may be disregarded in testing compliance with the 24 month spend-down requirement, if the reasonable retainage is not used, or the 36 month spend-down requirement, if the reasonable retainage is used.

Gross Proceeds of the Bonds used to pay costs of issuance are not available construction proceeds and expenditures for costs of issuance do not count towards meeting the spending requirements. If however, the requirements, are met, and all costs of issuance are paid within 2 years, no rebate is required on amounts used to pay such costs.

Available construction proceeds include earnings on other available construction proceeds. For the first three periods reasonable expectations regarding investment earnings are used in calculating such expenditure requirements.

Even if you qualify for this exception, you may have to rebate with respect to any amounts that arise or are pledged to the payment of the Bonds at a later date. Please call us for advice if this occurs.

Multipurpose Issues. If an issue is used for both new money and refunding purposes, each component must be analyzed separately for purposes of the six-month, eighteen-month and the two-year exceptions. The portion of the issue being used for refunding purposes is not eligible for the eighteen-month or two-year exceptions. The portion of the issue being used for new money purposes is collectively eligible for the eighteen-month exception and may be eligible for the two-year exception depending on the Borrower's reasonable expectations as of Closing as to whether at least 75% of the new money portion of the issue will be used for construction expenditures.

Tax Exempt Obligation Exception to the General Rule. To the extent that any gross proceeds are invested in Tax Exempt Obligations (as defined in Article VII of the Tax Agreement), the earnings thereon would not be considered when calculating Excess Earnings. To the extent that 100 percent of gross proceeds are continually invested in Tax Exempt Obligations, there would be no rebate requirement. Please call us for advice if you plan to use this exception.

Investment of Rebate Fund and Other Funds. Investments of moneys in the Rebate Fund and any other fund must be made in arm's length transactions in a manner that does not reduce the amount to be rebated to the United States. Investment decisions (other than the decision to

invest in Tax Exempt Obligations to avoid rebate) must be made on the basis of normal investment criteria of safety, yield and when the money will be needed. All interest rates and yields must be market rates and yields. Money must not be allowed to remain uninvested except for small amounts or for short periods of time, as provided in Section 3.4 of the Tax Agreement. Specific rules exist for certificates of deposit and investment agreements (including repurchase agreements) as set forth in Section 3.4 of the Tax Agreement.

Rebate Payments. Within 60 days after the Computation Date that is the end of the fifth bond year and every fifth bond year thereafter, at least 90 percent of the Excess Earnings and all earnings on the Excess Earnings (net of an appropriate credit, which depends on whether unexpended Gross Proceeds continue to exist) must be paid to the United States. Within 60 days of final payment of principal and interest on the Bonds to the Bondholders, all Excess Earnings and all earnings on the Excess Earnings (net of the credit), must be paid to the United States. Mailing instructions are contained in **Appendix B**.

Respectfully submitted,

ICE MILLER LLP and WATSON SLOANE PLLC

APPENDIX A

GROSS PROCEEDS*

1) Project Fund

2) Bond Fund

3) Cost of Issuance Fund

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* If, contrary to the expectations described in the Tax Agreement, moneys or investments are pledged or otherwise set aside for payment of principal or of interest on the Bonds, any amounts are derived from the sale of any right that is part of the terms of a Bond or is otherwise associated with a Bond (e.g., a redemption right) or the Borrower or Related Person enters into any agreement to maintain certain levels of types of assets for the benefit of a holder of a Bond or any credit enhancement with respect to the Bonds, such amounts may also constitute Gross Proceeds of the Bonds. Further, if any portion of the Total Financed Property (as defined in the Tax Certificate) is sold or otherwise disposed of, contrary to the expectations described in the Tax Agreement, any amounts received from such sale or other disposition may also constitute Gross Proceeds of the Bonds. Please call us if any of these events occur.

APPENDIX B

MAILING INSTRUCTIONS

All payments to the United States will be by check made payable to the United States Treasury and mailed to:

Internal Revenue Service Center
Ogden, Utah 84201

or to such other address as may be provided by the Internal Revenue Service of the United States for such payments. Payment shall be accompanied by a Form 8038-T. Form 8038-T must be signed by the issuer of the obligations with respect to which rebate is being paid.

EXHIBIT F

OFFICIAL INTENT

SEE ATTACHED

EXHIBIT G

LIST OF REIMBURSED EXPENDITURES

Expense	Date	Amount
Total		

EXHIBIT H

CERTIFICATE OF FINANCIAL ADVISOR

December 23, 2021

The undersigned, as an officer of Ford & Associates, Inc. (the "Financial Advisor"), hereby certifies as follows:

1. the Yield on the Series 2021 Tax-Exempt Bonds is [_____]%, as evidenced by the attached Appendix A;

2. the weighted average maturity of the Series 2021 Tax-Exempt Bonds is [_____] years, as evidenced by the attached Appendix A; and

3. the original issue discount on the Series 2021C Bonds is *de minimis*.

[Remainder of page intentionally left blank]

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Financial Advisor's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned is an officer of Financial Advisor and duly authorized to execute and deliver this Certificate of Financial Advisor and understands that the foregoing information will be relied upon by the Issuer and the Borrower with respect to certain of the representations set forth in the Tax Regulatory Agreement and with respect to compliance with the federal income tax rules affecting the Series 2021 Tax-Exempt Bonds, and by Ice Miller LLP and Watson Sloane PLLC, as Co-Bond Counsel in connection with rendering their opinions that the interest on the Series 2021 Tax-Exempt Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038, and other federal income tax advice that it may give to the Issuer and the Borrower from time to time relating to the Series 2021 Tax-Exempt Bonds.

[Remainder of page intentionally left blank]

Dated as of the date first written above.

FORD & ASSOCIATES, INC.

By: _____
Name: _____
Title: _____

APPENDIX A

EVIDENCE OF YIELD AND WEIGHTED AVERAGE MATURITY

SEE ATTACHED

EXHIBIT I

RESPONSIBILITY FOR IRS ARBITRAGE REBATE REQUIREMENTS

December 23, 2021

Milestones Community School, Inc. d/b/a Imagine Schools at West Melbourne, a Florida not for profit corporation (the "Borrower") acknowledges that it has reviewed Article III – Rebate Fund; Arbitrage Rebate Requirements of the Tax Regulatory Agreement (the "Tax Agreement") between the Borrower, UMB Bank, National Association, as trustee, and Capital Trust Agency (the "Issuer") entered into in connection with the issuance by the Issuer of the Series 2021 Tax-Exempt Bonds (as defined in the Tax Agreement).

In order to effectuate compliance with the Rebate Requirement (as defined in the Tax Agreement), the Borrower has determined to undertake its arbitrage compliance as follows:

☐ The Borrower has initially retained or intends to retain the firm of Integrity Public Finance Consulting LLC as Rebate Expert with respect to the Bonds.

☐ The Borrower has initially retained or intends to retain the firm of _____ as Rebate Expert with respect to the Bonds.

Dated the day and year first written above.

MILESTONES COMMUNITY SCHOOL, INC. D/B/A IMAGINE SCHOOLS AT WEST MELBOURNE

By: _____
Melissa Koretsky, Chair

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made as of the ____ day of December, 2021 (the "Effective Date") by and between **RM WEST MELBOURNE FL LLC**, a Delaware limited liability company (the "Seller") and **MILESTONES COMMUNITY SCHOOL, INC.**, a Florida not-for-profit corporation (the "Buyer"). The title company and escrow agent to be used in this transaction is Goren, Cherof, Doody & Ezrol, P.A. (the "Title Company"). The Property (as hereinafter defined) is currently leased to SCHOOLHOUSE FINANCE, LLC, a Virginia limited liability company ("SHF"), as tenant under a lease dated March 31, 2014 between Charter BC West Melbourne, LLC, as landlord and SHF, as tenant, as evidenced by that certain Memorandum of Lease recorded May 13, 2014, in O.R. Book 7124, Page 2555, of the public records of Brevard County, Florida (as amended, the "Master Lease"). SHF leased the Property to Buyer, under a lease dated March 1, 2009 made with SHF, as landlord, as amended (the "Sublease").

1. **PROPERTY DESCRIPTION**. Seller agrees to convey to Buyer, and Buyer agrees to purchase from Seller the following real property located in the City of West Melbourne, County of Brevard, State of Florida: that certain real property commonly known as 3355 Imagine Way, and as legally described as Exhibit A attached hereto (the "Property"). This Agreement supersedes any and all previous Agreements which, if any, are hereby rescinded.

2. **PURCHASE PRICE**. The purchase price shall be the sum of Fifteen Million Eight Hundred Forty-Eight Thousand Seven Hundred Forty-Seven and 00/100 dollars ($15,848,747.00) (the "Purchase Price") subject to modifications contained herein.

3. **CLOSING**. Closing shall be a date mutually agreed upon by the parties, which date shall be December __, 2021 (or such other date as agreed to by the parties) (the "Closing"). In no event shall the Closing take place later than December 31, 2021, unless otherwise agreed to in writing between the parties. The Property shall be conveyed at Closing via special warranty deed in a form acceptable to Buyer. Title shall be conveyed to Buyer free and clear of all liens, leases or defects, except for building and zoning laws; county and municipal ordinances; state and federal regulations; easements, covenants and restrictions of record ("Permitted Encumbrances") and those encumbrances which Buyer, in its reasonable discretion, determines will not unreasonably interfere with its intended use of the Property as a charter school or materially diminish the marketability or value of the Property.

4. **TITLE**. (a) By December __, 2021, Buyer shall obtain and pay for an ALTA Owner's Title Insurance Commitment (the "Title Commitment") covering the Property and proposing to insure Buyer in the amount of the Purchase Price, together with complete copies of all instruments identified as conditions or exceptions in Schedule B-1 or Schedule B-2 of the Title Commitment and shall provide a copy to Seller of same. Seller shall have until Closing to correct and remove from the Property's title any clouds, defects, liens, leases, easements, encumbrances and restrictions to which Buyer may reasonably object other than the Permitted Encumbrances. At Closing, the Buyer is to pay all premiums necessary to convert the title insurance commitment to a Buyer's title insurance policy in the full amount of the purchase price. Buyer shall, no later than

10 days after receipt of the Title Commitment, notify Seller, in writing, of any objections Buyer has to the condition of title (the "Title Objections"). Title will be deemed acceptable to Buyer if (i) Buyer fails to deliver proper notice of defects to Seller within the aforementioned time period, (ii) Buyer delivers proper written notice and Seller Cures the defects prior to the scheduled Closing Date (the "Curative Period") or otherwise within the Additional Curative Period (as hereinafter defined), or (iii) Buyer delivers proper written notice of any objections to Seller within the aforementioned time period, Seller elects (or is deemed to have elected) not to Cure such objections, and Buyer fails to terminate this Agreement within the timeframe set forth in the following sentence. If Seller agrees to Cure any such Title Objections, and diligently pursues but fails to effectuate such Cure during the Curative Period, then, the Curative Period shall be extended as follows so that Seller shall have a reasonable period of time, not exceeding thirty (30) days in the aggregate (the "Additional Curative Period") from the date of Buyer's Title Objections, in which to do so; provided, however, that if Seller: (i) fails, refuses or neglects to respond to Buyer's written title objections within the Curative Period; or (ii) declines to attempt to Cure the title objections within the Curative Period; or (iii) agrees to attempt to Cure the title objections but fails, refuses or neglects to cause the Cure or continue on with or complete the attempt or Cure within the Curative Period or Additional Curative Period, as applicable, Buyer shall notify Seller, in writing, within five (5) Business Days of the expiration of the Curative Period or Additional Curative Period, as applicable of Buyer's election either to: (a) waive Buyer's objections to title, and proceed to Closing without credit or other reduction in Purchase Price and otherwise in accordance with this Agreement; or (b) terminate this Agreement, and neither Party shall have any further obligation or liability hereunder, except for those expressly provided herein to survive the termination of this Agreement. If Buyer fails to make an election within the time period described in the preceding sentence, Buyer shall be deemed to have waived such uncured title objections and agreed to proceed with the Closing without credit or other reduction in Purchase Price and otherwise in accordance with this Agreement. Notwithstanding anything contained herein to the contrary, Seller shall (i) cause to be removed as exceptions to the Title Commitment (a) the liens of any mortgages or deeds of trust affecting the Property and granted by Seller and (b) any judgments, lis pendens mechanic's or materialmen's liens, or other monetary liens, but only to the extent that such liens, judgements or lis pendens are claimed through Seller and are susceptible to cure solely by payment of money, and in all events not to exceed $250,000 in the aggregate. Any title or survey matter which is objected to by Buyer that is subsequently (i) removed of record prior to Closing and (ii) deleted from the Title Commitment and/or Survey or insured against by the Title Company, shall, subject to the consent of Buyer, such consent not be unreasonably withheld, conditioned or delayed, be deemed to have been "Cured" pursuant to this Agreement.

(b) Buyer shall direct the Title Company to deliver a copy of any updates to the Title Commitment or Survey obtained by Buyer to Seller simultaneously with its delivery of the same to Buyer. If, prior to the Closing Date, the Title Company shall deliver any update to the Title Commitment or Survey, which discloses additional liens, encumbrances or other title or survey exceptions which were not disclosed by the Title Commitment or Survey and which do not otherwise constitute Permitted Exceptions hereunder, then Buyer shall have until the earlier of three (3) business days after delivery of such update to Buyer, provided, however, that if such update is delivered within five (5) business days immediately preceding the Closing Date, the Closing Date shall be postponed by the number of days between the date that is five (5) business days before the Closing Date and the date such update is delivered to Buyer to deliver written

notice to Seller objecting to any such objections and such objections shall be governed in accordance with Section 4(a) above or Section 5 below.

5. **SURVEY**. Buyer may obtain a survey (the "Survey") at its expense. Buyer shall have the right to review the Survey and no later than December __, 2021, object to any items indicated thereon that are not Permitted Exceptions. Any such objections shall be governed by the provisions of Section 4 concerning title objections. The Survey shall be certified to Buyer, Seller, the Title Company and Buyer's lender.

6. **INSPECTION PERIOD**. Buyer shall have from the Effective Date until December __, 2021 (the "Inspection Period"), to examine, inspect and investigate the Property at its sole risk, cost and expense for the purpose of purpose of making or conducting any due diligence reasonably related to the purchase of the Property. Any time prior to the expiration of the Inspection Period, Buyer may elect to rescind this Agreement and, upon written notice to Seller, the Agreement shall be deemed null and void, whereupon both parties shall be released from obligation. Should Buyer fail to provide written notification prior to said date, the conditions are deemed waived, and Buyer and Seller shall proceed toward the Closing of this transaction. During the Inspection Period Buyer shall have the right to conduct reasonable, non-invasive sample testing at the Property for environmental contaminants; provided that Buyer shall not, without Seller's prior written consent, perform any invasive testing, including, without limitation, any so-called Phase II Environmental Site Assessment. Buyer shall be permitted to order a Phase I Environmental Site Assessment and perform any non-invasive testing that is required to be performed in connection with such Phase I Environmental Site Assessment. Buyer shall repair promptly any physical damage caused by its inspections or investigations.

7. **WHERE IS-AS IS**. Except as otherwise set forth in this Agreement, it is understood and agreed that Seller is not making and specifically disclaims any warranties or representations of any kind or character, express or implied, with respect to the Property. Buyer has not relied upon and will not rely upon, either directly or indirectly, any other representation or warranty of Seller or any agent of Seller. Buyer represents that it is a knowledgeable Buyer of real estate and that it is relying solely on its own expertise and that of Buyer's consultants in purchasing the Property. Buyer will conduct such inspections and investigations of the Property as Buyer deems necessary, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same. Buyer acknowledges and agrees that upon Closing, Seller shall sell and convey to Buyer and Buyer shall accept the Property "where is, as is" with all faults. Buyer further acknowledges and agrees that there are no oral agreements, warranties or representations, collateral to or affecting the Property by Seller, any agent of Seller or any third party. The terms and conditions of this paragraph shall expressly survive the Closing and not merge with the provisions of any closing documents.

8. **TRANSACTION CHARGES AND EXPENSES**. The Title Company shall serve both as escrow and Closing agent for this transaction. Buyer shall pay the Title Company's fee for closing this transaction.

9. **DUE DILIGENCE**. The parties hereto shall use diligence and good faith in attempting to complete and satisfy the conditions and contingencies herein stated inuring to the benefit of

Buyer, and Buyer's interests in the Property, and should any such condition or contingency fail, then Buyer, at its election, may terminate this Agreement, whereupon both parties shall be fully released from any and all further obligation or liability to the other hereunder.

10. **ESTOPPEL**. Seller warrants to Buyer that the Property is currently only leased to SHF under the Master Lease and subleased to the Buyer under the Sublease and otherwise occupied by the Buyer and that the Property shall not be leased or rented to any other party prior to the termination of this Agreement, or Closing, whichever is first to occur.

11. **PERSONAL PROPERTY**. Seller shall remove any personal items from the Property prior to the date of Closing.

12. **CONVEYANCE OF INTEREST PRIOR TO CLOSING.** Seller expressly represents and warrants that Seller will not convey any interest in the Property, including but not limited to, all right, title and interest of Seller in and to all oil, gas, timber and other minerals, mineral or timber fees, mineral or timber rights, royalty interests, non-participating royalty interests, executive leasing rights and all other mineral, timber and/or royalty interests in the Property together with the right of ingress and egress for the purpose of cutting, mining, drilling and exploring such mineral and timber interests, to any third party prior to Closing or termination of this Agreement, whichever shall occur first.

13. **CLOSING DELIVERABLES.**

a. Deed. A duly executed special warranty deed (the "Deed").

b. Seller's Title Affidavit. A duly executed affidavit as to mechanic's liens, the title gap, and parties in possession, sufficient for the Title Company to remove the standard exceptions from the Title Commitment for those items.

c. FIRPTA. An affidavit duly executed by Seller stating that Seller is not a "foreign person" as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act.

d. Bill of Sale and Assignment. A bill of sale and assignment and assumption of licenses, permits and service contracts, as applicable, made by Seller to the extent freely assignable and without representation, warranty or recourse.

e. Closing Statement. An executed counterpart settlement statement setting forth the amounts paid by or on behalf of or credited to Buyer and Seller, which Buyer shall also execute and deliver at Closing, to be prepared by Buyer or its Title Company.

f. Keys. Keys and combinations in Seller's possession or reasonable control relating to the operation of the Property.

g. Authority. Such evidence as the Title Company may reasonably require as to the corporate status of Seller and/or Buyer as well as the name and title of the person or persons executing documents on behalf of Seller and/or Buyer, to be prepared by the

respective Party.

h. Master Lease and Sublease. The Master Lease and Sublease shall each be terminated as a condition of Closing.

i. Books and Records. Originals of all books and records relating to the operation of the Property and maintained by Seller during Seller's ownership thereof to the extent same are in Seller's actual possession, but only to the extent that copies of any such books and records were provided to Buyer as part of the Seller's Information.

j. Plans, Specifications and Environmental Reports. Originals of plans and specifications, environmental reports, technical manuals and similar materials, if any, for the Property to the extent same are in Seller's actual possession, but only to the extent that copies of any such materials were provided to Buyer as part of the Seller's Information.

k. Certificate of Compliance. Seller shall deliver to Buyer a Certificate of Compliance from the Florida Department of Revenue as provided for in Section 213.758(4)(a)1.a, Florida Statutes.

14. **REMEDIES.** Should Buyer breach this Agreement, Buyer shall be liable for all of the reasonable costs and expenses of Seller, including the fees and expenses of Seller's counsel, provided, however, Seller shall not be prohibited from waiving the default and proceeding to close the transaction, in which event such default shall be deemed waived.

15. **AUTHORITY**. The individual signing this Agreement on behalf of Seller and the individual signing this Agreement on behalf of Buyer has the authority to bind the respective party to the agreements set forth herein.

16. **ELECTRONIC SIGNATURES**. Electronic signatures will be and hereby are declared by all parties to this Agreement to be the same as an original signature to this Agreement. A PDF of this Agreement, including the signature portion thereof, will be treated and relied upon by all parties hereto as an original Agreement and an authentic signature with the same legal effect as though the PDF were an original document to which a genuine signature has been affixed.

17. **CONSTRUCTION**. The term "Seller" may be either singular or plural according to whichever is evidenced by the signatures below. Paragraph captions in this Agreement are intended solely for convenience of reference and will not be deemed to modify, place any restriction upon, or explain provisions of the Agreement. If any date for performance falls on a day other than a business day, such date shall be extended to the next succeeding business day.

18. **AMENDMENT**. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by both Seller and Buyer.

19. **GOVERNING LAW; VENUE**. This Agreement shall be interpreted in accordance with the laws of the State of Florida, both substantive and remedial, with venue in any state or federal court having jurisdiction Brevard County, Florida.

20. **ENTIRE AGREEMENT; NO RECORDING**. Except as expressly set forth in this Agreement, Seller hereby expressly disclaims, and Buyer hereby releases Seller from, any and all representations and warranties, express or implied, relating in any way to the Property, including but not limited to any warranty provided under statutory or common law, such as but not limited to warranties regarding condition, habitability, merchantability and fitness of the Property for the intended use or any other or additional purpose, impact or permit fees to be incurred by Buyer, or the reliability, accuracy or completeness of any of the Property records. This provision shall survive the Closing or termination of this Agreement. None of this Agreement, any Memorandum of Agreement or any notice relating to the Agreement may be recorded in any public records.

21. **TIME OF THE ESSENCE**. Time is of the essence in the performance of all obligations by Buyer and Seller under this Agreement.

22. **SURVIVAL**. All representations and warranties of Seller and Buyer set forth in this Agreement shall survive the Closing.

23. **ACCEPTANCE**. If the Agreement set forth above is acceptable, then please execute the Acceptance at the bottom of this Agreement and return a fully signed counterpart of it to the undersigned.

24. **NOTICE**. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be effective as of (i) the date of delivery, if served in person, (ii) two (2) days after the date of mailing, if served by certified or registered mail, postage prepaid and return receipt requested, (iii) the next succeeding business day after deposit with a responsible overnight delivery service similar to UPS and/or Federal Express, (iv) upon receipt, if delivered by facsimile with confirmed transmittal, or (v) upon receipt, if delivered by email with confirmed transmittal. If the last day for giving notice or performing any act hereunder falls on a Saturday, Sunday, or day on which the main post office at Chicago, Illinois is not open for the regular transaction of business, the time shall be extended to the next day that is not a Saturday, Sunday, or post office holiday.

Notices shall be sent to the following:

For Seller:

RM WEST MELBOURNE FL LLC
c/o Rosemawr Management LLC
810 Seventh Avenue, 27th Floor
New York, New York 10019
Attn: Seth Klempner
Email: Sklempner@rosemawr.com

With a copy to:

Quarles & Brady LLP
Attention: Nathan S. Fronk, Esq.
411 E. Wisconsin Avenue, Suite 2400
Milwaukee, Wisconsin 53202
Email: nathan.fronk@quarles.com

For Buyer:

Goren Cherof Doody & Ezrol P.A.
Attention: Julie F. Klahr, Esq.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Email: JKlahr@gorencherof.com

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

BUYER:

MILESTONES COMMUNITY SCHOOL, INC.,
a Florida not-for-profit corporation

By: _____
Name: _____
Its: _____

SELLER:

RM WEST MELBOURNE FL LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Brevard, State of FL, and is described as follows:

A PORTION OF LANDS DESCRIBED IN O.R. BOOK 5726, PAGE 991, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 20, TOWNSHIP 28 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA; THENCE SOUTH 89°14'21" EAST ALONG THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 736.71 FEET; THENCE LEAVING SAID LINE RUN SOUTII 00°45'39" WEST, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°14'21" EAST A DISTANCE OF 373.32 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 50.00 FEET, AND A CENTRAL ANGLE OF 13°29'45"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 11.78 FEET, THENCE SOUTH 75°44'37" EAST, A DISTANCE OF 13.88 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 50.00 FEET, AND A CENTRAL ANGLE OF 13°29'45"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 11.78 FEET; THENCE SOUTH 89°14'21" EAST, A DISTANCE OF 122.03 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 39.27 FEET; THENCE SOUTH 00°45'39" WEST, A DISTANCE OF 696.40 FEET; THENCE NORTH 89°14'21" WEST, A DISTANCE OF 561.24 FEET; THENCE NORTH 17°20'05" WEST, A DISTANCE OF 26.84 FEET; THENCE NORTH 06°51'16" WEST, A DISTANCE OF 75.24 FEET; THENCE NORTH 20°42' 10" WEST, A DISTANCE OF 131.79 FEET; THENCE NORTH 14°05'52" WEST, A DISTANCE OF 140.39 FEET; THENCE NORTH 51°33'10" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 38°26'50" WEST, A DISTANCE OF 91.20 FEET; THENCE NORTH 01°06'18" WEST, A DISTANCE OF 164.10 FEET; THENCE SOUTH 36°37'12" EAST, A DISTANCE OF 23.67 FEET: THENCE SOUTH 71°08'50" EAST, A DISTANCE OF 65.22 FEET; THENCE NORTH 00°50'10" WEST, A DISTANCE OF 10.62 FEET; THENCE NORTH 69°28'30" EAST, A DISTANCE OF 68.67 FEET; THENCE NORTH 67°13'14" EAST, A DISTANCE OF 77.45 FEET; THENCE NORTH 00°37'50" WEST, A DISTANCE OF 86.48 FEET; THENCE NORTH 48°27'05" WEST, A DISTANCE OF 44.06 FEET; THENCE NORTH 00°45'39" EAST, A DISTANCE OF 128.36 FEET TO THE POINT OF BEGINNING.

Less any dedications or rights or way.

Q&B Comments 12/13/21
GCDE Comments 12/14/21

TERMINATION OF SUBLEASE AGREEMENT

This **TERMINATION OF LEASE AGREEMENT** ("**Sublease Termination Agreement**") is made as of the ___ day of December 2021, by and between **SCHOOLHOUSE FINANCE, LLC,** a Virginia limited liability company ("**Sublandlord**") and **MILESTONES COMMUNITY SCHOOL, INC.**, ~~a~~ Florida non-profit corporation ("**Subtenant**").

RECITALS

A. Sublandlord and Subtenant are party to that certain Lease Agreement dated as of March 1, 2009, as amended by that certain Amendment to Lease dated March 31, 2014 and that certain Second Amendment to Lease dated as of February 26, 2021 (collectively, the "**School Sublease**"), pursuant to which Subtenant leases certain land, with the improvements thereon, located at 3355 Imagine Way, West Melbourne, Florida 32904 (the "**Premises**") from Sublandlord.

B. Sublandlord is also party to that certain Lease Agreement, dated March 31, 2014, as amended by that certain First Amendment to Lease, dated as of November, 2020 (collectively, the "**Master Lease**"), pursuant to which Sublandlord, as tenant, leases the Premises from RM West Melbourne FL LLC, a Delaware limited liability company and successor in interest to Charter BC West Melbourne, LLC ("**Master Landlord**").

C. Master Landlord desires to sell the Premises to Subtenant and Subtenant intends to acquire the Premises with the proceeds obtained through the issuance of certain municipal conduit bonds (the "**Bonds**"), which Bonds will be repaid by Subtenant (the "**Bond Transaction**"). As used herein, "**Effective Date**" means the date on which the Bond Transaction is consummated and sufficient proceeds are available and released to Subtenant to close upon the purchase of the Premises.

D. As a condition to consummation of the Bond Transaction, the Premises ~~must~~will be ~~directly leased to~~owned by the Subtenant, an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and therefore, the parties hereby agree to the termination of the School Sublease on the Effective Date, subject to the terms and conditions herein.

E. Master Landlord and Sublandlord, by separate ~~agreements~~agreement, will also simultaneously terminate the Master Lease~~ and enter into a direct lease (the "**Direct Lease**") with Subtenant, a qualified tax exempt organization under the Code~~.

F. Sublandlord and Subtenant desire to terminate the School Sublease in accordance with the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Termination of Lease. The School Sublease shall terminate on the Effective Date. The School Sublease thereafter shall have no further force or effect as to the Premises. However, such covenants, indemnifications and other agreements of Subtenant under the School Sublease, which by the terms of the School Sublease survive the expiration or earlier termination of the School Sublease solely with respect to that which may have accrued prior to the Termination when the School Sublease was in effect~~,~~ and shall not be affected by such termination and are incorporated by reference in ~~the~~this Sublease Termination Agreement.

2. Release. Sublandlord and Subtenant each does hereby release the other and their respective officers, directors, agents and employees from any and all liability, claims, actions, causes of action, damages, debts, obligations, covenants, warranties, undertakings, promises, agreements, demands and expenses of any kind, nature or description whatsoever, whether in law or in equity, known or unknown, liquidated or unliquidated, direct or indirect, due or to become due, contingent or otherwise, that each has or may have in the future based upon, arising from, or by reason of the School Sublease, except obligations of Sublandlord and Subtenant under this Sublease Termination Agreement. Notwithstanding the foregoing, Subtenant shall not release Sublandlord with respect any and all payments of rent, additional rent, or charges due and owing by Sublandlord under the Master Lease with the Master Landlord.

Commented [JFK1]: How does this and the following paragraph impact the payment of rent that is due and owing by Imagine under the Master Lease for which Milestones has already paid under the sublease?

As to the Master Landlord, RM West Melbourne FL LLC, Milestones requires a release as to monies Master Landlord may be owed or an acknowledgement that such monies are not owed by Milestones.

3. Indemnification. The termination of the School Sublease notwithstanding, Subtenant shall indemnify and hold Sublandlord harmless from and against all costs, damages, claims arising from Subtenant's actions, except those which may have been as a result of the acts or omissions of Sublandlord or Imagine Schools, Inc. related to: (a) Subtenant's use of the Premises,; or the business conducted therein, (b) the conduct of Subtenant's business upon the Premises; (c) the negligent or intentional act of Subtenant or Subtenant's employees, agents, contractors or invitees other than Sublandlord or Imagine Schools, Inc.~~;~~ (d) Subtenant's breach of any obligation under the School Sublease; (e) all liability (including cost of clean-up) arising from any Hazardous Materials introduced to the Premises by Subtenant during the term of the School Sublease; and (f) any other cause occurring on or about the Premises during the term of the School Sublease unless caused by ~~gross~~ the negligence, ~~or intentional acts~~actions, or omissions of the Sublandlord or Imagine Schools, Inc. The foregoing indemnity shall include all attorneys' fees and costs incurred by Sublandlord in connection therewith. Notwithstanding the foregoing, no indemnification shall accrue which inured or is due to the actions or omissions of Sublandlord or Imagine Schools, Inc., their employees, agents, contractors, or invitees.

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Commented [JFK2]: Imagine Schools, Inc. & Schoolhouse Finance, LLC are "agents, contractors or invitees" of Subtenant. Subtenant will not indemnify either Imagine Schools, Inc. nor Schoolhouse Finance LLC. from liability for its own actions.

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4. Binding Effect. The provisions of this Sublease Termination Agreement are binding upon Sublandlord and Subtenant, as well as their respective shareholders, directors, officers, employees, agents, processors, successors, heirs, executors, administrators and assigns. The undersigned parties hereby represent that they have read and understand the terms hereof and that they intend to be bound hereby.

5. Entire Agreement. This Sublease Termination Agreement constitutes the entire agreement between the parties relating to the termination of the School Sublease, and this

Sublease Termination Agreement supersedes any prior instruments, arrangements, and undertakings relating to the subject matter hereof. There are no other covenants, promises, agreements, conditions, or understandings, either oral or written, express or implied, among the parties, except for this Sublease Termination Agreement with respect to the termination of the School Sublease. If for any reason, any provision of this Sublease Termination Agreement shall be held to be unenforceable, it shall not affect the validity or enforceability of any other provision of this Sublease Termination Agreement.

6. Authority. Each party and signatory to this Sublease Termination Agreement represents and warrants to each other that such party or signatory has full power, authority, and legal right and has obtained all approvals and consents necessary to execute, deliver, and perform all actions required under this Sublease Termination Agreement. The parties expressly acknowledge and agree that the terms of this Sublease Termination Agreement have been completely read, are fully understood, and are voluntarily accepted.

7. Counterparts. This Sublease Termination Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Sublease Termination Agreement. A facsimile signature or signature sent by electronic mail by any party shall constitute an original signature of such party for all purposes hereunder.

8. Captions. The captions in this Sublease Termination Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Sublease Termination Agreement or any of the provisions hereof.

9. Governing Law**.** This Sublease Termination Agreement and all questions of interpretation, construction and enforcement hereof, and all controversies arising hereunder, shall be governed by the applicable statutory and common law of the State of Florida, with venue lying in Brevard County, Florida and such relevant jurisdictions overlying such location.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

Q&B Comments 12/13/21
GCDE Comments 12/14/21

IN WITNESS WHEREOF, the parties have executed this Sublease Termination Agreement as of the day and year first above written.

SUBLANDLORD:

SCHOOLHOUSE FINANCE, LLC,
a Virginia limited liability company

By: _____
Name: Ken Brown
Title: Manager

STATE OF VIRGINIA)
)
COUNTY OF FAIRFAX)

This instrument was acknowledged before me on December ___, 2021 by Ken Brown as Manager of Schoolhouse Finance, LLC, a Virginia limited liability company.

(SEAL)

_____
NOTARY PUBLIC

My Commission Expires:_____

Q&B Comments 12/13/21
GCDE Comments 12/14/21

SUBTENANT:

MILESTONES COMMUNITY SCHOOL, INC.,
A Florida non-profit corporation

By: _____
~~Name: _____~~
~~Title: _____~~Melissa Koretsky, Chair

STATE OF FLORIDA)
)
COUNTY OF BREVARD)

This instrument was acknowledged before me on December ___, 2021 by _____ as _____ of Milestones Community School, Inc., a Florida non-profit corporation.

(SEAL)

_____
NOTARY PUBLIC

My Commission Expires:_____