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June 26, 2019

Mr. Bill Brooks
Board Chairman
Cornerstone Charter Academy
5903 Randolph Avenue
Orlando, FL 32809

Dear Mr. Brooks:

We understand that Cornerstone Charter Academy (hereafter referred to as the “Borrower” or “Cornerstone”), proposes to issue Educational Revenue Refunding and Improvement Notes or Bonds (“the Loan”) to refund its Series 2010 Educational Revenue Bonds and to raise new money proceeds for certain capital projects, such as improvements or expansion of its existing facilities. As described in this Engagement Letter, B.C. Ziegler and Company (“Ziegler”), proposes to act as the placement agent for the Loan on a best efforts basis.

1. Placement Services – Placement services to be provided by Ziegler under the terms of this engagement are as follows:
 - (a) Ziegler will attempt, on a best efforts basis, to place a refunding and improvement loan that has been initially approved by Sunflower Public Finance, LLC (“the Lender”)

The Borrower acknowledges and agrees that Ziegler reserves the right not to participate in the placement of the Loan and that Ziegler’s engagement hereunder is not an agreement by it or any of its affiliates to underwrite, place or purchase any securities or otherwise provide any financing. Borrower further acknowledges and agrees that Ziegler is acting solely as placement agent and not as a municipal advisor, financial advisor or fiduciary to the Borrower. Insofar as Ziegler acts as a placement agent for Loan or other municipal securities, Ziegler hereby makes the following disclosure: unlike a municipal advisor to a municipal entity, Ziegler does not have a fiduciary duty to the Borrower under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Borrower and/or issuer without regard to its own financial or other interests. Municipal Securities Rulemaking Board Rule G-17 requires Ziegler to deal fairly at all times with both Borrower and investors. In its capacity as placement agent, Ziegler’s primary role (subject to the provisions hereof) is to seek to place the Loan in a private placement. As a placement agent, Ziegler’s financial and other interests differ from (and may conflict with) the interests of the Borrower. Any advice rendered by Ziegler to the Borrower pursuant hereto (including, but not limited to, advice regarding the structure, timing and terms of the issue of the Loan and/or the refunding or restructuring of the Prior Loan, the investment of the proceeds thereof, related municipal derivatives or other similar matters concerning the issue of the Loan or any other financing transaction contemplated hereby) is rendered solely in Ziegler’s capacity as a placement agent, and no such advice shall render or result in Ziegler being considered or in fact acting as a municipal advisor, financial advisor or fiduciary to the Borrower, or to any other party in connection with the issuance of the Loan or any other financing transactions contemplated hereby. Borrower shall consult with its own legal, financial, and/or municipal advisor (Building Hope Services) to the extent it deems

appropriate in connection with the placement of the Loan.

2. Security – The Loan shall constitute a direct obligation of the Borrower payable from an assignment of lease revenues and a first mortgage on its facilities.

3. Information - In connection with the engagement of Ziegler hereunder, the Borrower will furnish Ziegler with any information (the “Information”) concerning the Borrower, the Loan and the Prior Loan and the financing transactions contemplated hereby which Ziegler reasonably deems appropriate and will provide Ziegler with access to the Borrower’s officers, directors, accountants, counsel and other advisors. The Borrower represents and warrants to Ziegler that the Information will be true and accurate in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein not misleading in light of the circumstances under which such statements are made. The Borrower acknowledges and agrees that Ziegler will be using and relying upon such Information supplied by the Borrower and its officers, directors, agents and other representatives and any other publicly available information concerning the Borrower and the public without any independent investigation or verification thereof or independent appraisal by Ziegler of the Borrower or its business or assets.

4. Placement Agent Fees – Ziegler shall be entitled to compensation for the services outlined above in an amount equal to 1.0% of the final Loan amount.

Ziegler’s fees will be due and payable at the time the financing is complete. Since compensation for acting as placement agent is contingent on the completion of the financing, this may create a conflict of interest for Ziegler.

5. Disbursements – The Borrower recognizes that it will incur certain costs including, but not limited to, preparation and examination of legal documents by bond counsel, Borrower’s counsel, Ziegler’s counsel, and Bank counsel. In addition, if applicable, the Borrower will incur charges related to the bond trustee acceptance fees, state registration fees, printing of the offering document, and use of the Bank’s rating (if applicable). The Borrower shall pay the annual fees of the bond trustee and Bank, and shall provide audited financial statements of the Borrower to Ziegler. In the event the Loan is issued as a municipal Loan, the Borrower may be required to file audited financial statements annually with nationally recognized information repositories.

6. Indemnification – In connection with Ziegler’s engagement (which engagement may have commenced prior to the date hereof), the Borrower agrees to indemnify and hold harmless Ziegler and its affiliates, directors, officers, agents and employees and each other person, if any, controlling Ziegler or any of each of their respective successors and assigns, to the fullest extent permitted by law, on a current basis as incurred, from and against any losses, claims, damages or liabilities (or actions in respect thereof) related to or arising out of such engagement or Ziegler’s role in connection therewith, and will reimburse Ziegler and any other party entitled to be indemnified hereunder for all expenses (including counsel fees) as they are incurred by Ziegler or any such other indemnified party in connection with investigating, preparing or defending any such action or claim whether or not in connection with pending or threatened litigation in which Ziegler is a party. The Borrower will not, however, be responsible for any claims, liabilities, losses, damages or expenses which are finally judicially determined to have resulted directly and primarily from Ziegler’s bad faith or gross negligence.

If the indemnification provided for in the foregoing paragraph is judicially determined to be unavailable (other than in accordance with the terms hereof) to any person otherwise entitled to indemnity in respect of any losses, claims, damages or liabilities referred to herein, then, in lieu of indemnifying such person hereunder, the Borrower shall contribute to the amount paid or payable by such person as a result of such losses, claims, damages or liabilities (and expenses relating thereto) (i) in such proportion as is appropriate to reflect the relative benefits to the Borrower, on the one hand, and Ziegler, on the other hand, of the engagement provided for in this agreement or (ii) if the allocation provided for in clause (i) above is not available, in such proportion as is appropriate to reflect not only the relative benefits referred to in such clause (i), but also the relative fault of each of the Borrower and Ziegler, as well as any other relevant equitable considerations; provided, however,

in no event shall Ziegler's aggregate contribution to the amount paid or payable exceed the aggregate amount of fees actually received by Ziegler under this agreement. For the purposes of this agreement, the relative benefits to the Borrower and to Ziegler of the engagement under this agreement shall be deemed to be in the same proportion as (a) the total proceeds received or contemplated to be received by the Borrower in the Offering, whether or not such Offering is consummated, to (b) the fees paid or to be paid to Ziegler under this agreement.

The Borrower also agrees that neither Ziegler, nor any of its affiliates nor any officer, director, employee or agent of Ziegler or any of its affiliates, nor any person controlling Ziegler or any of its affiliates, shall have any liability to the Borrower for or in connection with such engagement except for any such liability for losses, claims, damages, liabilities or expenses incurred by the Borrower which are finally judicially determined to have resulted directly and primarily from Ziegler's bad faith or gross negligence. Furthermore, the Borrower shall not be entitled to any form of implied or equitable indemnification at any time whether based on a theory of contract, torts (including negligence), strict liability or otherwise, and any right thereto is hereby irrevocably waived and disclaimed by the Borrower. The foregoing agreement shall be in addition to any rights that Ziegler, the Borrower or any indemnified party may have at common law or otherwise, including, but not limited to, any right to contribution. For the sole purpose of enforcing and otherwise giving effect to the provisions of this agreement, the Borrower hereby consents to personal jurisdiction and service and venue in any court in which any claim which is subject to this agreement is brought against Ziegler or any other indemnified party.

7. Conditions to Engagement – This letter is not a commitment to privately place or underwrite the Loan, but is intended to be a statement of mutual intention to complete the transaction outlined herein, it being recognized that many material details of the financing can only be determined at the time definitive documents have been drafted and mutually agreed upon. It is understood that the carrying out of this proposal shall be subject to the following conditions being satisfactory to Ziegler at the time a bond purchase agreement would be signed and the Loan are offered for sale to the public: (1) compliance with all federal and state laws and regulations, (2) the financial and operational position of the Borrower, (3) the absence of claims and litigation not covered by insurance, (4) an adequate legal (non-usurious) interest rate being applicable to the Loan, (5) general political, economic and market conditions being such that Ziegler in its judgment will be able to place the Loan in the then current market, due diligence investigation of the affairs of the Borrower and of the proposed collateral not revealing circumstances which, in the judgment of Ziegler, would present material risks not reasonably contemplated by or disclosed to Ziegler on the date hereof, (6) approval of the issuer (if applicable), and (7) delivery of an approving opinion of nationally recognized bond counsel in respect of any tax-exempt Loan.

8. Term - The term of Ziegler's engagement hereunder extend from the date hereof through the earlier of (i) 12 months from the date hereof, and (ii) the term loan. Subject to the provisions of paragraphs 4 through 6 and 8 through 12, which shall survive any termination of this agreement, the Borrower or Ziegler may terminate Ziegler's engagement hereunder, for any reason or for no reason, upon giving the other parties hereto at least 10 days' prior written notice.

9. Miscellaneous –

- (a) Subject to applicable law, no advice rendered by Ziegler in connection with the services performed by Ziegler pursuant to this letter agreement will be quoted, nor will any such advice or the name of Ziegler be referred to, in any report, document, release or other communication, whether written or oral, prepared, issued or transmitted by the Borrower or any person or corporation controlling, controlled by or under common control with the Borrower or any director, officer, employee, agent or representative of any of the foregoing, to any unaffiliated third party, without Ziegler's prior written authorization.

(b) The Borrower represents and warrants to Ziegler that there are no brokers, representatives or other persons which have an interest in compensation due to Ziegler from any transaction contemplated herein.

(c) The benefits of this agreement shall inure to the benefit of the respective successors and assigns of the parties hereto and of the indemnified parties hereunder and their successors and assigns and representatives, and the obligations and liabilities assumed in this agreement by the parties hereto shall be binding upon their respective successors and assigns. The Borrower acknowledges that Ziegler has been retained solely to provide the services set forth in this letter agreement. In rendering such service, Ziegler is acting as an independent contractor and any duties of Ziegler arising out of its engagement hereunder shall be owed solely to the Borrower.

10. Amendments and Governing Law - This agreement may not be amended, modified or assigned except in writing and with the written consent of all parties hereto, and shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of laws principles.

11. Enforceability - The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provisions in this agreement, which shall remain in full force and effect.

12. Counterparts - This agreement may be executed in counterparts, together which shall constitute one and the same instrument.

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If this letter agreement is substantially in accordance with your understanding, please approve and return. Upon receipt, we will promptly approve and return an executed copy to you.

B.C. ZIEGLER AND COMPANY

By: Wesley Bradish
Wesley Bradish
Managing Director

The undersigned hereby agrees to the above terms as of June _____, 2019.

CORNERSTONE CHARTER ACADEMY

By: _____
Mr. Bill Brooks
Board Chairman

ACCEPTED AND APPROVED:

B.C. Ziegler and Company
Chicago, Illinois

By: _____

Dated: _____